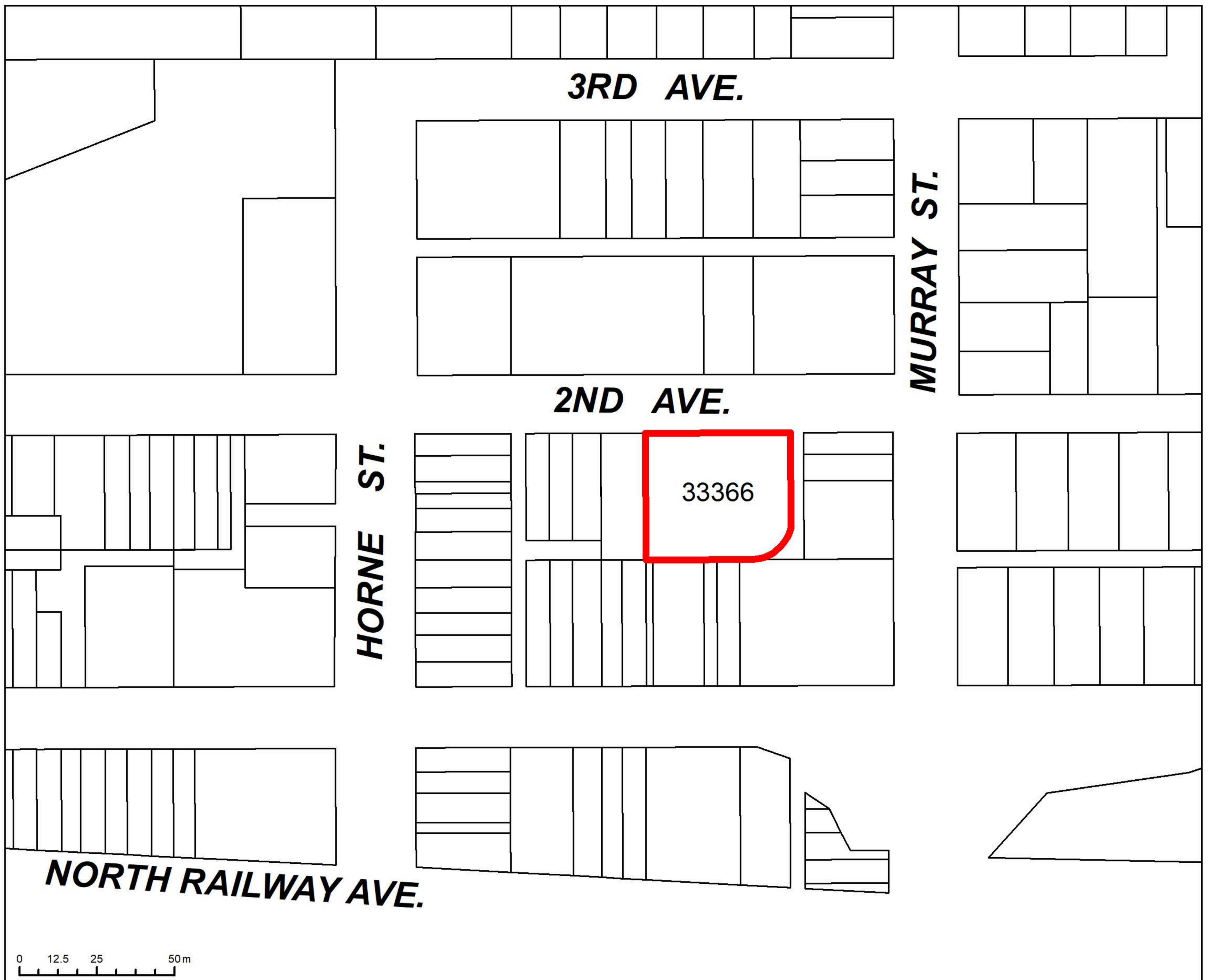


Contract No.: 621-1977

Subject Property: 33366 2nd Avenue

OCP Designation: Mission City Downtown



DISTRICT OF MISSION

BY-LAW NO. 621 - 1977

A By-law to authorize the Council to enter into a Land Use Contract with Dr. A. K. Dutt

WHEREAS under the provision of Section 702 A (2) of the "Municipal Act", the Council may by by-law amend the Zoning By-law to designate areas of land within the Municipality as Development Areas;

AND WHEREAS the Council has by "Development Area No. 20 By-law No. 246 - 1973" declared the following described land to be a Development Area:-

The whole of the areas within the boundaries of the Municipality which is divided into zone designations and all of the zones as designated by "The District of Mission Zoning By-law No. 91 - 1971" and amendments thereto, save and except those areas described in the following By-laws:-

Development Area No. 3	By-law No. 95 - 1971
Development Area No. 4	By-law No. 108 - 1971
Development Area No. 5	By-law No. 109 - 1971
Development Area No. 7	By-law No. 141 - 1971
Development Area No. 8	By-law No. 142 - 1971
Development Area No. 9	By-law No. 143 - 1971
Development Area No. 10	By-law No. 144 - 1972
Development Area No. 11	By-law No. 145 - 1972
Development Area No. 15	By-law No. 155 - 1972
Development Area No. 16	By-law No. 156 - 1972
Development Area No. 17	By-law No. 159 - 1972
Development Area No. 19	By-law No. 211 - 1972

AND WHEREAS the Council has received an application under the provisions of Section 702 A (3) of the "Municipal Act" for a Land Use Contract to construct a 33 suite apartment complex containing 5 two bedroom units plus 28 one bedroom units.

AND WHEREAS a Public Hearing was held on the 12th day of September, 1977 with respect to the said applications;

NOW THEREFORE, the Council of the District of Mission, in open meeting assembled, ENACTS AS FOLLOWS:-


1. This By-law may be cited for all purposes as "District of Mission Land Use Contract By-law No. 621 - 1977."
2. It shall be lawful for and the Council of the District of Mission is hereby empowered to enter into a Land Use Contract with Dr. A. K. Dutt to construct a 33 suite apartment complex containing 5 two bedroom units plus 28 one bedroom units, on the following described lands:  
  
Lot 16, 17, 18, 19, 20 and 21, Block 74 of District Lot 411, Group 1, Plan 664, New Westminster District.
3. The Mayor and the Clerk of the District of Mission are hereby authorized to sign, seal and deliver a Land Use Contract on behalf of the District of Mission, and apply the Corporate Seal of the District of Mission thereto.

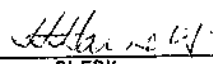
READ A FIRST TIME this 19th day of September, 1977

READ A SECOND TIME this 19th day of September, 1977

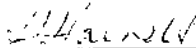
READ A THIRD TIME this 19th day of September, 1977

RECONSIDERED AND FINALLY ADOPTED this 17th day of October, 1977.

  
MAYOR

  
CLERK

I HEREBY CERTIFY the foregoing  
to be a true and correct copy  
of "District of Mission Land  
Use Contract By-law No. 621 -  
1977".

  
\_\_\_\_\_  
CLERK

Date ..... 19 .. Nature of Interest ..  
 Declared value \$ ..... Disposition of C/T ..  
 Please merge ..... Applicant ..  
 as Self-Interested ..  
 Tel. No. .... NOV 17 ..  
 REX D. BLANE  
 7311-D JAMES ST.  
 MISSION, B. C. V2V 3V5

LAND USE CONTRACT No. 71

THIS CONTRACT is dated the 17<sup>th</sup> day of October, 1977.

BETWEEN:-

DISTRICT OF MISSION, a Municipal Corporation, duly incorporated  
 under the laws of the Province of British Columbia, of  
 Box 20, Mission City, British Columbia.

(hereinafter called "THE MUNICIPALITY")

OF THE FIRST PART

AND:

ASOKE KUMAR DUTT	AND	HILDA DUTT
24280 River Road		24280 River Road
Maple Ridge, B.C.		Maple Ridge, B.C.

(hereinafter called "THE DEVELOPER")

OF THE SECOND PART

WHEREAS the Municipality, pursuant to Section 702 A of the  
 "Municipal Act", may, notwithstanding any by-law of the Municipality, or  
 Section 712 or 713 of the "Municipal Act", enter into a land use contract  
 containing such terms and conditions for the use and development of land  
 as may be agreed upon with a developer, and thereafter the use and  
 development of the land shall be in accordance with the land use contract:

AND WHEREAS the "Municipal Act" requires that the Municipal  
 Council consider the criteria set out in Section 702 (2) and 702A (1)  
 in arriving at the terms, conditions and consideration contained in a  
 land use contract:

AND WHEREAS the Developer has presented to the Municipality a  
 scheme for use and development of the within described lands and promises  
 that would be in contravention of a by-law of the Municipality or Sections  
 712 or 713 of the "Municipal Act" or both, and has requested that the  
 Council of the Municipality enter into this contract under the terms,  
 conditions and for the consideration hereinafter set forth:

AND WHEREAS the Council of the Municipality, having given due consideration to the criteria set forth in Section 702 (2) and 702A (1) of the "Municipal Act", have agreed to the terms, conditions and consideration herein contained.

AND WHEREAS if the land is within a radius of one-half mile of the intersection of a controlled access highway and another highway, the approval of the Minister of Highways to the terms hereof must be obtained.

AND WHEREAS the Municipality and the Developer both acknowledge that the Council of the Municipality could not enter into this agreement, until the Council held a public hearing in relation to this agreement and considered any opinions expressed at such hearing, and unless Council by by-law approved the Municipality entering into this contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Developer covenant and agree as follows:

OWNER

1. The Developer is an owner of these lands and premises situate lying and being in the \_\_\_\_\_ District \_\_\_\_\_ of \_\_\_\_\_ Mission \_\_\_\_\_, in the Province of British Columbia, and being more particularly known and described as: lots 16, 17, 18, 19, 20 and 21, Block 74 of District Lot 411, Group 1, Plan 664, New Westminster District

LAND

(hereinafter called "THE LAND")

CONSENTS

2. The Developer has obtained the consent of all persons having a registered interest in the land as set out in the schedule prefacing the consents to the use and development set forth herein which consents are attached hereto.

- USES 3. The land, including the surface of water, and any and all buildings and structures erected thereon, thereover or therein shall be used for the purpose specified in Schedule "A" hereto and for none other.
- SETTING 4. No building or structure shall be constructed, reconstructed, altered, moved or expanded upon the land except in compliance with the specifications and the plot plan set out in Schedule "B" hereto.
- SIGNS 5. No sign shall be erected upon the land or any building structure thereon except those shown on the plans and specifications set out in Schedule "D" hereto.
- PARKING 6. Off street parking and loading spaces shall be provided, located and constructed in accordance with the plans set out in Schedule "C" hereto.
- CONSTRUCTION 7. All buildings and structures shall be constructed strictly in compliance with and according to the plans and specifications set out in Schedule "D" hereto.
8. All landscaping, surface treatments, fences and screens shall be constructed, located, provided and maintained in compliance with and according to the plans and specifications set out in Schedule "D" hereto.
- UTILITIES 9. All utilities, including water, sewer, gas, telephone and electricity, shall be placed, provided and constructed in compliance with and according to the plans and specifications set out in Schedule "E" hereto.
- HIGHWAYS 10. All highways, bridges, lanes and walkways, including drainage, surfacing, curbs, gutters, street lighting, boulevards and street signs shall be provided, located and constructed in compliance with and according to the plans and specifications set out in Schedule "F" hereto.

SUB-DIVISION

11. All parks, public space, playgrounds, or other recreation facilities, to be dedicated by subdivision plan or otherwise provided, shall be provided, constructed and developed in compliance with and according to the plans and specifications set out in Schedule "H" hereto.

PAYMENT

12. No land shall be subdivided except in compliance with and according to the plans and specifications set out in Schedule "G" hereto.

OWNERSHIP

13. Except as specifically provided in Schedule "J" hereto, the entire cost of the development of the land including the provision of all works and services and (including Municipal Inspection fees) and the provision and construction of the items set out in paragraphs 6 to 11 hereof shall be paid for by the Developer.

14. All works and services, save and except gas and electricity, buildings, structures, pipes and fixtures and development constructed, placed or carried out upon property that is now, or by this contract becomes vested in the Municipality or located upon highways dedicated or required to be dedicated, or upon rights-of-way granted or required to be granted shall, upon acceptance by the Municipality in writing, become the property of the Municipality free and clear of any claim by the Developer or any person claiming through the Developer and the Developer shall save harmless the Municipality from any such claim.

MAINTENANCE

15. Except as provided in Schedule "J" hereto, the Municipality shall, from the date of acceptance, become solely responsible for the operation, upkeep and maintenance of any works and services and any building, structure, pipes and fixtures of development accepted by it pursuant to paragraph 14 hereof, but nothing herein contained shall be deemed to or require the Municipality to operate, maintain or repair such works and services, buildings, structures, pipes and fixtures or development in any manner or to any extent different from its obligations in relation to similar works, services, buildings, structures, pipes, fixtures or developments constructed by it out of its general Municipal funds.

IN

BY-

FILE

16. The Developer shall provide the Municipality with the security set out in Schedule "K" hereto to guarantee performance hereto.

17. The Developer shall carry out the work and construct, locate, provide, and develop the structures, buildings, works, services, developments and facilities according to the times set out in Schedule "L" hereto.

17A. The Developer hereby agrees to pay to the Municipality the normal building permit fee at the time the Developer makes application for a building permit on the said land for the Municipality's own use absolutely which amount or any part thereof is not refundable.

17B. Upon execution of this contract by the Developer, the Developer shall pay the sum of \$ 10,850.00 to the Municipality for the Municipality's own use absolutely which amount or any part thereof is not refundable.

17C. In the event of breach by the Developer of any of the terms of this contract continuing after 60 days notice thereof has been given by the Municipality to the Developer by prepaid post to the address of the Developer as shown in this contract the Municipality may at its option cancel this contract and any monies paid by the Developer to the Municipality shall be forfeited and the Developer agrees to execute such documents and do such things whatsoever necessary to cancel this contract and its registration at the appropriate Land Registry Office.

REGISTRATION

18. This agreement shall be construed as running with the land and shall be registered in the Land Registry Office by the Municipality pursuant to the provisions of Section 702A (4) of the "Municipal Act".

INTERPRETATION

19. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

BY-LAWS

20. All references to a by-law mean a By-law of the Municipality (whether or not so stated herein). All by-laws referred to, or applicable in this contract, shall be the most recent by-law enacted, with the most recent amendments thereto, effective on the date of the public hearing for this Land Use Contract.



Should the proposed development not be completed by the stated date, the Municipality may require that new or amended by-laws become effective where applicable.

INGS

21. The drawings (if any) referred to on Schedule "A" of this contract (herein referred to as the Drawings) shall form part of this contract as if embodied herein; additional and/or working drawings shall also form part of this contract if approved by the Municipality.

Wherever and whenever works and services are required to be constructed to Municipal requirements or reference is made to engineering drawings they shall be prepared by a Professional Engineer registered to practise in British Columbia; the said drawings shall be submitted by the Developer for approval by the Municipality as if they were being submitted in accordance with the requirements of the Municipal Subdivision Control By-law.

BINDING

22. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

A public hearing on this agreement was held on 1.10.77 day of October, A.D. 1977

This agreement was approved on the 11.10.77 day of October, A.D. 1977 by By-law No. 1111

IN WITNESS WHEREOF the parties to this agreement have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL OF THE )  
Developer of this )  
was affixed in the presence )  
of: )

[Signature] )  
[Signature] )

SIGNED, SEALED AND DELIVERED )  
By the Developer in the )  
presence of: )

Name [Signature] )  
Address 2435 1/2 St. N )  
[Signature] )  
Occupation [Signature] )

(Witness as to both signatures)

[Signature]  
ASOKE KUMAR DEPT

[Signature]

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at Mission, in the Province of British Columbia, (whose identity has

been proved by the evidence on oath of \_\_\_\_\_, who is) personally known to me, appeared before me and acknowledged to me that he is the Deputy Clerk of THE DISTRICT OF Mission, and that he is the person who subscribed his name to the annexed instrument as Deputy Clerk

of the said DISTRICT OF Mission and affixed the seal of the DISTRICT OF Mission to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at \_\_\_\_\_

in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and seventy \_\_\_\_\_.

A Notary Public in and for the Province of British Columbia.

A Commissioner for taking affidavits within British Columbia.

AFFIDAVIT OF WITNESS

Province of British Columbia

To Wit:

I, IDA WILLIAMSON of the Municipality of Maple Ridge of \_\_\_\_\_, the Province of British Columbia, make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by ASOKE KUMAR DUTT & BILDA DUTT the parties thereto, for the purposes named therein
2. The said instrument was executed at Maple Ridge, B.C.
3. I know the said parties, and that they are of the full age of nineteen years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Maple Ridge, in the Province of British Columbia, this 29th day of August, 19 77.

*Ida Williamson*  
*K. M. M.*

A Notary Public in and for the Province of British Columbia.  
A Commissioner for taking Affidavits within British Columbia.

LAND USE CONTRACT No. 71

SCHEDULE "A"

Schedule of Permitted Land Use.

The construction of a 33 suite rental apartment consisting of the following:

- 28 - one bedroom units
- 5 - two bedroom units

Mandatory off-street parking spaces in accordance with the Drawings prepared and entitled by Frank Sleigh, Architect and numbered by the Municipality.

- Drawing 71-1 - Main floor
- 71-2 - 2nd & 3rd floor
- 71-3 - Parking
- 71-4 - Elevation
- 71-5 - Stairs and suite plan
- 71-6 - Basement
- 71-7 - Roof and landscaping

and drawings prepared and entitled by Barlow & Boom Limited (their drawing number 3077 sheets 1 to 7) and numbered by the Municipality

- Drawing 71-8 - Footings
- 71-9 - Structural details
- 71-10- Retaining walls
- 71-11- Plumbing
- 71-12- Electrical
- 71-13- Electrical layout and parking level
- 71-14- Site grading and drainage

hereinafter referred to as the Drawings together with working drawings to be submitted.

It is understood and agreed that the building elevations shall be adjusted to suit the sidewalk elevations referred to in Schedule "F".

LAND USE CONTRACT NO. 71

SCHEDULE "C"

Off Street Parking:

Total Area

10,880 square feet

Number of Spaces

33 underground - 9 open spaces

Size of Spaces

9 X 20 feet

Surfacing

Asphalt or concrete

Lighting

To B.C. Hydro and Power Authority specifications

Signs

To Sign By-law 451-1968

Access

From 2nd Avenue. It is understood and agreed that the Lane shall be restricted to one way southbound until such time that the lane is widened to permit two way traffic; the Developer shall post adequate directional signs within the parking area of the Development for traffic control.

Off Street Loading:

Not applicable

Refuse Disposal:

Provision for refuse disposal shall be made to suit Municipal requirements. The locations of refuse containers shall be shown on the working drawings to be submitted for approval.

SCHEDULE "D"

Signs: To requirements of District of Mission Sign By-law No. 451-1968.

Buildings and Structures:

Plans: As shown on the drawings and upon working drawings to be submitted prior to the time of application for a building permit.

Building Grade

The parking floor level of the Development shall be adjusted to suit the grading of the sidewalk to be constructed on Second Avenue and the future lane that may be constructed opposite the south property line of the Land on the adjoining land lying to the south of the Land.

The retaining wall (shown as A on Schedule D-1) to be constructed on the Land along the south property line, and the retaining wall forming the west wall of the Development (shown as B on Schedule D-1) shall be constructed sufficiently deep to permit the construction of the future lane without interference to the said retaining walls.

The Developer shall cause the necessary site survey to be made and shall submit his preliminary design to the Municipal Engineer for the walls and the parking floor elevations for approval prior to making application of a building permit for the development. The Developer shall submit engineering drawings for the said retaining walls with his application for building permit.

The Developer shall grant to the Municipality a right-of-way for road widening in its usual form to permit the Municipality or others on its behalf to either (a) extend the retaining wall (shown as C on Schedule D-1) to be constructed by the Developer along the south property line of the Land westwards or (b) to form a sloped bank.

Specifications:

Unless otherwise approved by the Municipal Engineer in writing roof drainage shall be designed to retain rainfall on the roof to reduce peak flow rates to the drainage system.

Landscaping, Surface Treatment, Fences and Screens:

Plans

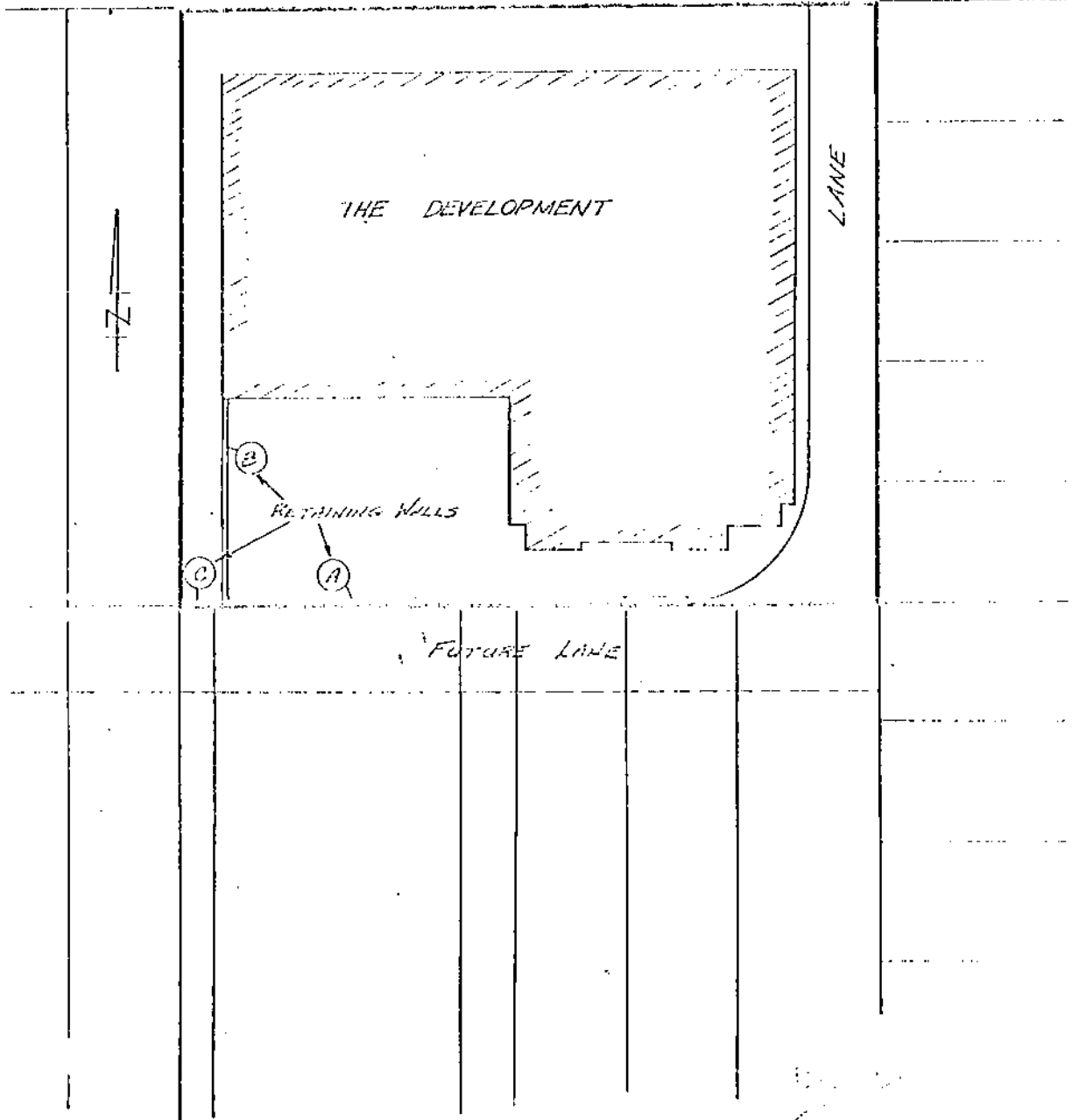
As per Drawings submitted

Specifications

To be maintained in a neat and tidy manner for a period of one year from date of completion. The materials to be used shall be as shown on the Landscape Plan submitted.

On site grading at property line abutting on 2nd Avenue to be graded to conform to the Municipal Subdivision Control By-law No. 337-1974 as amended by the requirements of Schedule F.

2ND AVE.



Handwritten notes or signatures in the bottom right corner, including a circled mark and some illegible text.

LAND USE CONTRACT NO. 71

SCHEDULE "E"

Municipal Utilities:

Water: 8-inch main to be installed on 2nd Avenue from Horne to Catherwood, together in one firehydrant

Sewer: Twin sewer between Manholes 64 and 64A

Specifications: Municipal Subdivision Control By-law, and/or site specific requirements required by the Municipality

Public Utilities:

Gas: Not applicable

Electric: Not applicable

Telephone: Not applicable

Development Services:

Water: To normal municipal requirements, including 6-inch connection for future unmetered fireline, and for metered domestic purposes; meter to be located in general storage area with access allowed to the Municipality for maintenance and inspection; Meter to be provided by the Municipality at usual municipal conditions; Developer to provide for remote readout to a location approved by the Municipality. Notwithstanding that a 6-inch fireline is provided it is understood and agreed that the building has been designed not to require a sprinkler system for fireprotection, and that it is provided only in case of changes to code requirements.

Sewer: To usual municipal requirements.

Drainage: Connection to a manhole referred to in Schedule F by Municipality at cost of Developer.

Gas: If required to requirements of B.C. Hydro and Power Authority.

Electricity: Underground by dip service off a pole approved by B.C. Hydro and Power Authority.

Telephone: Underground by dip service off a pole approved by B.C. Hydro and Power Authority.

SCHEDULE "F"

Highways, Bridges, Lanes, Walkways and Drainage:

- Curbs and Gutters: Construct sidewalk of width not less than 5 feet and curb and gutter across the frontage of the Lands on Second Avenue, complete with let downs and curb returns.
- Curb and gutter shall be set to match elevation of sidewalk on north side of the street, modified to eliminate local irregularities
- Paving: Pave and or repave 2nd Avenue across the frontage of the Lands to complete and blend the existing paving to the new curb and gutter. Pave the Lane to be created in Schedule G.
- Roadway Lighting: Not applicable
- Boulevards: Boulevard on the south side of 2nd Avenue opposite the Lands shall be landscaped by grass or other surfacing approved by the Municipality.
- Road and Traffic Signs: As required for the lane to restrict traffic to one-way southbound.
- Retaining Wall: The Developer shall slope the adjoining property to the grade of the Lane; he shall obtain the permission of the Owner in writing and furnish a copy to the Municipality; or with the approval of the Municipality he shall construct a retaining wall designed by a professional Engineer.
- Drainage: The Municipality at cost of the Developer to install manhole on existing drainage system on 2nd Avenue (and not at the location shown on the Drawings) to which the Lands shall be connected.
- Snow Removal: The Developer shall install heating cable in the lane for snow removal and one or more catchbasins in the Lane near the south east corner of the Building. He shall install two catchbasins on the south side of 2nd Avenue near the east and west property lines at locations approved by the Municipal Engineer.
- Specifications: Except as otherwise specified above all works shall conform to Subdivision Control By-law requirements in accordance with engineering drawings to be submitted, or if agreed with the Municipality in accordance with engineering drawings prepared by the Municipality.



LAND USE CONTRACT NO. 71

SCHEDULE "G"

Subdivision Plans:

Parcels:

Consolidation of parcels into one lot of  
approximately 17,390 square feet

Area

Shape

Dimensions

135 feet X 132 feet approximately

Highways:

Dedication of a 15 foot lane on the east side  
of the parcel, widening to 45.1 feet on a 30 foot  
right curve at the south end of the lane as shown  
on Drawing 71-7, herein referred to as the lane.

Dimensions

Location

Alignment

Gradient

Rights of Way:

The Developer shall grant to the Municipality a  
right of way in a form acceptable to the Municipality  
for drainage purposes.

LAND USE CONTRACT NO. 71

SCHEDULE "H"

Parks, Public Space and Recreational Facilities:

Not applicable

LAND USE CONTRACT NO. 71

SCHEDULE "I"

Development and Service to be provided or paid for by the Municipality.

The Municipality will provide the additional funds over and above the amount specified in Schedule K for the construction of the following municipal services:

- (a) Replacement and extension of watermain, 8-inch diameter on 2nd Avenue between Horne and Catherwood Streets, including firehydrants and service connections, and
- (b) Twinning of the sanitary sewer on Horne Street south from Second Avenue between Manholes 64 and 64A.

It is also understood and agreed the Municipality will prepare the engineering drawings for the said works.

SCHEDULE "J"

Works and Services to be Maintained and Operated by the Developer

The Developer shall operate and maintain the heating cable to be installed in the lane for snow removal together with catchbasins draining the lane unless and until the Municipal Council authorizes an alternative arrangement.

LAND USE CONTRACT NO. 71

SCHEDULE "K"

Security:

The Security to guarantee the performance of this contract shall be one or more letters of credit in a form acceptable to the Municipality in the amount of \$1,000 (the Development Security) for the construction of the Development plus the amount estimated by the Municipal Engineer (but not to exceed \$20,000 for sewer and water works specified in Schedule E as Municipal Utilities) for the construction of offsite works referred to in Schedules E and F (the Security Deposit).

The Development Security shall be deposited with the Municipality by the Developer not later than 7 calendar days after the adoption of the By-law authorizing this contract and prior to the time the Mayor and Clerk sign this contract on behalf of the Municipality.

The Security Deposit shall be deposited with the Municipality within the time set out in Schedule L; otherwise this contract shall be at an end and the Development Security shall be forfeited, unless the Council of the Municipality by resolution extend the said time. It is also understood and agreed that the Architects drawings would then become the property of the Municipality to the same extent that the Municipality had itself authorized their preparation.

The letter of credit for the Security Deposit shall be reduced upon request in writing by the Developer when any phase of construction has been completed to the satisfaction of the Municipal Engineer. The phases of the construction are (1) water system and (2) sewerage system, drainage system, and roadworks including pitrun and crushed gravel, placement of curb and gutter, sidewalk, paving, boulevard work and everything else necessary under the terms of this contract.

The amount of the reduction shall be 80 percent of the amount provided for that phase if the work is approved by the Municipal Engineer.

One quarter of the balance (5 percent) of the Security Deposit shall be released when as constructed drawings, service record cards and the works have been accepted by the Municipal Engineer. The balance or the unused portion shall be released not later than 50 days after the end of the guarantee period.

It is understood and agreed that the Development Security shall be considered to be the security deposit required in connection with a building permit on the land; it is further understood and agreed that when an occupancy permit is issued by the Building Inspector and the landscaping completed that the Development Security (or any remaining portion thereof) shall be released to the Developer alone unless he instructs the Municipality otherwise in writing.

SCHEDULE "E"

Times of Construction:

The Developer shall commence construction of the works included in Schedules E and F within 120 days of being notified in writing of the signing of this contract by the Municipality in accordance with the following schedule:

- (a) Engineering drawings to be submitted to the Municipal Engineer within 60 calendar days,
- (b) The Municipal Engineer shall review said drawings and return them to the Developer within a further 30 calendar days,
- (c) The Developer shall submit to the Municipal Engineer his estimate of the cost of the works within a further 15 days in a form and amount acceptable to the Municipal Engineer,
- (d) The Developer shall submit a letter of Credit in the amount of 100 percent of the Developers estimate (or contract price) for the works as approved by the Municipal Engineer within 7 calendar days of being advised that the Developers estimate of the cost of the work is acceptable to the Municipality, provided that the letter of credit shall not exceed the amount specified in Schedule K, plus \$8,000.

The said works shall be completed by June 30th, 1978, save and except that reasonable extension shall be granted from time to time due to force majeure, including but not limited to strikes, lockouts (other than by the Developer alone), unusual weather and site conditions and other circumstances beyond the control of the Developer (save and except financing) or acts of God. The Developer shall promptly apply for any such extension of time upon the occurrence of any of the foregoing events.

The Developer shall make application for a building permit within 15 days of being notified in writing of the signing of the contract and shall allow 7 days for its issuance. It is understood and agreed that no occupancy permit will be issued until the works specified in Schedules E and F have been completed, unless Council authorizes in writing.

DISTRICT OF MISSION

BY-LAW NO. 621 - 1977

A By-law to authorize the Council to enter  
into a Land Use Contract with Dr. A. K. Dutt

WHEREAS under the provision of Section 702 A (2) of the "Municipal Act", the Council may by by-law amend the Zoning By-law to designate areas of land within the Municipality as Development Areas;

AND WHEREAS the Council has by "Development Area No. 20 By-law No. 246 - 1973" declared the following described land to be a Development Area:-

The whole of the areas within the boundaries of the Municipality which is divided into zone designations and all of the zones as designated by "The District of Mission Zoning By-law No. 91 - 1971" and amendments thereto, save and except those areas described in the following By-laws:-

Development Area No. 3	By-law No. 95 - 1971
Development Area No. 4	By-law No. 108 - 1971
Development Area No. 5	By-law No. 109 - 1971
Development Area No. 7	By-law No. 141 - 1971
Development Area No. 8	By-law No. 142 - 1971
Development Area No. 9	By-law No. 143 - 1971
Development Area No. 10	By-law No. 144 - 1972
Development Area No. 11	By-law No. 145 - 1972
Development Area No. 15	By-law No. 155 - 1972
Development Area No. 16	By-law No. 156 - 1972
Development Area No. 17	By-law No. 159 - 1972
Development Area No. 19	By-law No. 211 - 1972

AND WHEREAS the Council has received an application under the provisions of Section 702 A (3) of the "Municipal Act" for a Land Use Contract to construct a 33 suite apartment complex containing 5 two bedroom units plus 28 one bedroom units.

AND WHEREAS a Public Hearing was held on the 12th day of September, 1977 with respect to the said applications;

NOW THEREFORE, the Council of the District of Mission, in open meeting assembled, ENACTS AS FOLLOWS:-

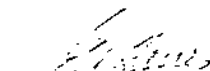
1. This By-law may be cited for all purposes as "District of Mission Land Use Contract By-law No. 621 - 1977."
2. It shall be lawful for and the Council of the District of Mission is hereby empowered to enter into a Land Use Contract with Dr. A. K. Dutt to construct a 33 suite apartment complex containing 5 two bedroom units plus 28 one bedroom units, on the following described lands:  
lot 16, 17, 18, 19, 20 and 21, Block 74 of District Lot 411, Group 1, Plan 664, New Westminster District.
3. The Mayor and the Clerk of the District of Mission are hereby authorized to sign, seal and deliver a land Use Contract on behalf of the District of Mission, and apply the Corporate Seal of the District of Mission thereto.

READ A FIRST TIME this 19th day of September, 1977

READ A SECOND TIME this 19th day of September, 1977

READ A THIRD TIME this 19th day of September, 1977

RECONSIDERED AND FINALLY ADOPTED this 17th day of October, 1977.

  
MAYOR

ULLKK

CERTIFY the foregoing  
true and correct copy  
District of Mission land  
Contract By-law No. 621 -  
1977

CLERK