

Contract No.: 616-1977
 Subject Property: 33093 7th Avenue
 OCP Designation: Commercial



DISTRICT OF MISSION

BY-LAW NO. 616 - 1977

A By-Law to authorize the Council to enter into a
Land Use Contract with Howard Nemtin & Associates Ltd.

WHEREAS under the provisions 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 grocery store and three small commercial shops, with storage, change rooms, and wash rooms;

AND WHEREAS a Public Hearing was held on the 15th day of August, 1977, with respect to the said application;

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 No. 616 - 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 Howard Nemtin & Associates to construct a grocery store and three small commercial shops, with storage, change rooms, wash rooms on land known and described as :-

Block 150, Section 21, Township 17, Plan 955, N. W. D.

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 to apply the Corporate Seal of the District of Mission thereto.

READ A FIRST TIME this 15th day of August, 1977.

READ A SECOND TIME this 15th day of August, 1977.

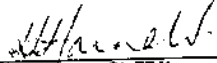
READ A THIRD TIME this 15th day of August, 1977.

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. 616 - 1977."

A handwritten signature in cursive script, appearing to read "H. H. ...", is written above a horizontal line.

CLERK

LAND USE CONTRACT NO. 77

THIS CONTRACT is dated the 24th day of OCTOBER, 1977.

BETWEEN:-

DISTRICT OF MISSION, a Municipal Corporation, duly incorporated under the laws of the Province of British Columbia, of 8645 Stave Lake Street, Mission, British Columbia.

(hereinafter called "THE MUNICIPALITY")

OF THE FIRST PART

AND:

H.P. INVESTMENTS LIMITED
#2873 - 595 Burrard Street
Vancouver, B.C.

BOAN HOLDINGS LIMITED
16th Floor, 1030 West Georgia Street
Vancouver, B.C.

TRI-JAY DEVELOPMENT CORPORATION
16th Floor, 1030 West Georgia Street
Vancouver, B.C.

(hereinafter called "THE DEVELOPER")

OF THE SECOND PART

WHEREAS the Municipality, pursuant to Section 702A 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 premises 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:

Substitute for form C

Date December 1 1977 Nature of Interest Land Use Contract
Declared value \$ _____ Disposition of C/T _____
Please merge _____ Applicant [Signature]
as Solicitor/Agent

Tel. No. 262-9522

REX D. BLANE
7311-D JAMES ST.
MISSION, B. C. V2V 3V5

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 will lease these lands and premises situated, lying and being in the District of Mission , in the Province of British Columbia, and being more particularly know and described as:

LA Lot 544, Section 21, Township 17, Plan 53763 New Westminster District

(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.
- SITING 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 public and municipal utilities and services for the Development 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.

- PARKS 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.
- SUB-DIVISION 12. No land shall be subdivided except in compliance with and according to the plans and specifications set out in Schedule "G" hereto.
- PAYMENT 13. Except as specifically provided in Schedule "I" 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.
- OWNERSHIP 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.

SECURITY

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

SCHEDULE

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 \$ 800.00 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.

WINGS

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.

B DING

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 the 15th day of AUGUST, A.D. 19 77

This agreement was approved on the 17th day of OCTOBER, A.D. 19 77 by By-law No. 616-1977.

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
was affixed in the presence
of:
[Signature]
Donald F. Post
MAYOR
DEPUTY CLERK

SIGNED, SEALED AND DELIVERED
By the Developer in the
presence of:
H.P. INVESTMENTS LTD.
Name [Signature]
Address BEAN HOLDINGS LTD.
[Signature]
Name [Signature]
Occupation TRI-JAY DEVELOPMENT
Sec. [Signature]
Secretary

ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that on the 16th day of November, 1977, at the City of Vancouver, in the Province of British Columbia, HOWARD NEMTIN, who is personally known to me, appeared before me and acknowledged to me that he is the President of H.P. Investments Ltd. and that he is the person who subscribed his name to the annexed Instrument as President of the said Company and affixed the seal of the said Company 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.

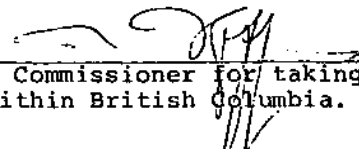
IN TESTIMONY WHEREOF I have hereunto set my hand at the City of Vancouver, in the Province of British Columbia, this 17th day of November, 1977.


A Commissioner for taking
Affidavits for British Columbia

ACKNOWLEDGEMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 17th day of November
19 77 , at Vancouver, in the Province
of British Columbia, DAVID HUBERMAN
who is personally known to me, appeared before me and acknowledged
to me that he is the Secretary of
TRI-JAY DEVELOPMENT CORPORATION and that he is the person who
subscribed his name to the annexed instrument as Secretary
of the said TRI-JAY DEVELOPMENT CORPORATION
and affixed the seal of TRI-JAY DEVELOPMENT CORPORATION
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.

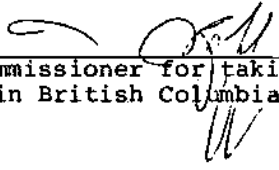
IN TESTIMONY WHEREOF I have hereunto
set my Hand and Seal of Office at
Vancouver in
the Province of British Columbia, this
17th day of November, one
thousand nine hundred and seventy-seven


A Commissioner for taking affidavits
within British Columbia.

ACKNOWLEDGEMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 10th day of November, 19 77 , at Vancouver, in the Province of British Columbia, ALAN SPIRO who is personally known to me, appeared before me and acknowledged to me that he is the Secretary of BOAN HOLDINGS LTD. and that he is the person who subscribed his name to the annexed instrument as Secretary of the said BOAN HOLDINGS LTD. and affixed the seal of BOAN HOLDINGS LTD. 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 Vancouver in the Province of British Columbia, this 17th day of November one thousand nine hundred and seventy-seven


A Commissioner for taking affidavits within British Columbia.

LAND USE CONTRACT NO. 77

SCHEDULE "A"

Schedule of Permitted Land Use.

The construction of a minor neighbourhood shopping centre, (hereinafter referred to as the Development) comprising of parking facilities, a food store and three retail stores on the main floor and on the lower floor storage facilities, a park activity area, concession area, washrooms and change rooms for Municipal park and recreation purposes (the demised premises as set out in the Sublease); a gate with an approved lock shall be provided on the main floor for the use of the Municipality to control access to the park area below.

It is understood that the food store and the retail stores shall be used only for purposes approved by resolution of Council of the District of Mission from time to time as being suitable for the neighbourhood.

The Development shall conform to the drawings prepared by Lubor Trubka, Architect dated June, 1977, numbered and entitled:

77-1	Site Plan
77-2	Main Floor Plan
77-3	Lower Floor Plan

as noted by the Municipality and in accordance with working drawings to be submitted.

It is understood and agreed that the exact building elevations shall be approved by the Municipal Engineer on the basis of either the existing road grade on 7th Avenue or an adjusted road referred to in Schedule F.

LAND USE CONTRACT NO. 77

SCHEDULE "B"

Plot Plan and Specifications:

Site Area	(149 feet X 88 feet) 13,552 feet
Yards Front	26 feet
Rear	6 feet
Side	Minimum 1 foot
Site Coverage	8,050 square feet (approximately)
Height of Building Structures	
Maximum	31 feet from lower floor level
Minimum	
Floor Space Ratio	Not applicable
Minimum Floor Area	Not applicable
Number of Units	Not applicable
Plan	On Drawing 77 -1

LAND USE CONTRACT NO. 77

SCHEDULE "C"

Off Street Parking:

Total Area	2,000 square feet
Number of Spaces	11
Size of Spaces	9 X 20 feet
Surfacing	Asphalt
Lighting	To B.C. Hydro and Power Authority specifications
Signs	To specifications of Municipal Sign By-law No. 451-1968.
Access	From 7th Avenue
Plan	As Drawing 77-1 and working drawings to be submitted

Off Street Loading:

Total Area	
Size of Area	
Location	Front of building complex
Surfacing	Asphalt
Lighting	
Signs	
Access	From 7th Avenue
Plan	

Refuse Disposal:

Screened provision for refuse shall be made to Municipal requirements.

LAND USE CONTRACT NO. 77

SCHEDULE "D"

Signs: To specifications of Municipal By-law No. 451-1968.

Number

Types

Location

Design

Size

Plan

Building and Structures:

Plans In general accordance with Drawing 77-1, and working drawings to be submitted to Municipal Building Inspector for approval. It is understood that the building design shall not require sprinklers for fire fighting without the prior approval of the Municipality.

Specifications To National Building Code

Landscaping, Surface Treatment, Fences and Screens:

Specifications To be maintained in a neat and tidy manner at all times with plant location as shown on Drawing 77-2 and working drawings to be submitted.

The existing chain link fence shall be relocated and reconstructed to prevent access from 7th Avenue to the park area below as required by the Municipality.

The Developer shall regrade the Municipal property adjoining the Lands as necessary to aesthetically blend the Development to the surrounding area. Existing topsoil shall be saved. It is understood and agreed that the Municipality will carry out final grading and seeding or such other improvements as it deems desirable.

LAND USE CONTRACT NO. 77

SCHEDULE "E"

Municipal Utilities:

Water	Firehydrant to be relocated by the Municipality at the cost of the Developer
Sewer	Not applicable
Specifications	Municipal Subdivision Control By-law

Public Utilities:

Gas	Not applicable
Electricity	Not applicable
Telephone	Not applicable

Development Services:

Water	To usual municipal requirements from existing main on 7th Avenue
Sewer	To usual municipal requirements from existing manhole on 7th Avenue
Drainage	Connect to municipal system near the south west corner of the Arena
Gas	As required by B.C. Hydro and Power Authority
Electricity	Underground by dip service from an extension of a duct installed by the Municipality from the B.C. Hydro and Power Authority pole on 7th Avenue to a point near the south west corner of the Arena, if so approved by B.C. Hydro and Power Authority. The Developer shall provide the necessary foundation slab and enclosure to the requirements of B.C. Hydro and Power Authority, together with necessary ducts. Electrical requirements for metering shall be determined by B.C. Hydro and Power Authority.
Telephone	Telephone service shall be from B.C. Telephone at a pull box located near the south west corner of the Arena, or as required by B.C. Telephone.

LAND USE CONTRACT NO. 77

SCHEDULE "F"

Highways, Bridges, Lanes, Walkways and Drainage:

Paving, Curb and Gutter:	Reconstruct sidewalk as required to suit the Development. Reconstruct and extend curb and gutter to the east side of lot 150. Pave 7th Avenue to connect and blend to the existing paving.
Street Lighting:	Not applicable
Boulevards:	Not applicable
Sign:	Not applicable
Drainage:	Not applicable
Specifications:	All work to conform to Subdivision Control By-law requirements in accordance with engineering drawings prepared by the Municipality.

It is understood and agreed that the Municipality shall have the right to regrade 7th Avenue between James and Taulbut and that the Developer shall adjust the building grades to suit the revised grades.

LAND USE CONTRACT NO. 77

SCHEDULE "G"

Subdivision Plans:

Parcels:

Area

Shape

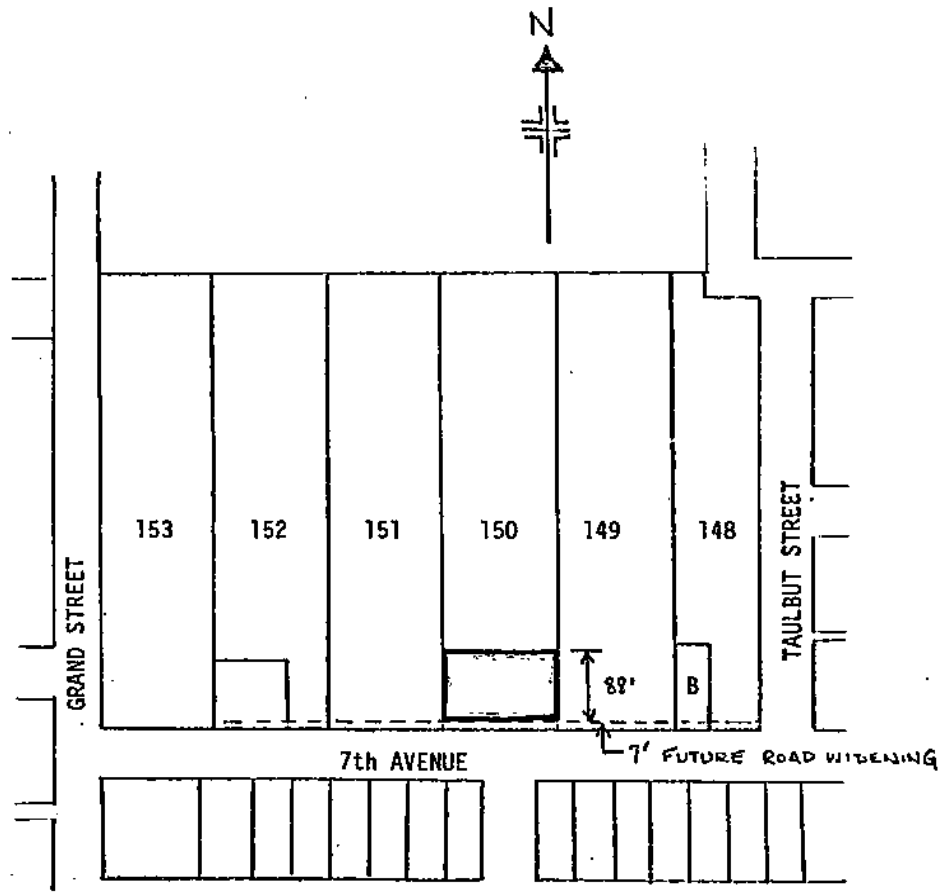
Not applicable

Dimensions

Highways:

Not applicable

Sketch Plan of Leased Area



PLAN

Scale: 1-inch to 200 feet

LAND USE CONTRACT NO. 77

SCHEDULE "H"

Parks, Public Space and Recreational Facilities:

Location:

On the lower floor a concession stand, storage area, park activity area, public washrooms and change rooms shall be provided as shown schematically on Drawing 77-3 and working drawings to be submitted and in accordance with the terms of the Sublease by Developer to the Municipality for the use of said lower floor, referred to in the said Sublease as the "demised premises".

LAND USE CONTRACT NO. 77

SCHEDULE "I"

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

The Municipality will install or cause to be installed at no cost to the Developer the necessary substation (including its electrical design) on the foundation and in the enclosure furnished by the Developer to provide electrical service at 240/120 volts 60 Hertz to the Development.

It is understood and agreed that the Developer shall advise the Municipality of his anticipated electrical load. The Developer shall be responsible for the cost of the necessary circuit breakers for the Development and metering facilities for his use in addition to the provision of the pad and enclosure including a separate breaker and service for the demised premises.

LAND USE CONTRACT NO. 77

SCHEDULE "J"

Works and Services to be Maintained and Operated by the Developer:

Not applicable

LAND USE CONTRACT NO. 77

SCHEDULE "K"

Performance Security:

The performance 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 (but not to exceed \$8,000) by the Municipal Engineer for the construction of offsite works referred to in Schedule 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 15 days of the Municipality furnishing the Developer the engineering drawings referred to in Schedule F; 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 released when the said works and services have been accepted by the Municipal Engineer.

Any reduction in the amount of a letter of credit shall be requested in writing by the Developer.

It is understood and agreed that upon request by the Developer in writing the Development Security may 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 shall be released to the Developer alone unless he instructs the Municipality otherwise in writing.

LAND USE CONTRACT NO. 77

SCHEDULE "L"

Times of Development Construction

The Developer shall submit an application for a building permit to the Municipality within 30 days of the signing of this contract by the Mayor and the Clerk; he shall allow not less than 10 days for its issuance.

Construction of the Development shall commence not later than November 1st, 1977, shall be substantially commenced by January 1st, 1978 and shall be completed by April 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 (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.

It is understood and agreed that the construction of the offsite works and the paving of the parking lot shall be completed by June 30, 1978 in accordance with a schedule approved by the Municipality to permit the installation of a new water main on 7th Avenue and the regrading of the street by the Municipality should it so desire.

LAND USE CONTRACT

R.A. MARTINEAU
Broker and Solicitor
7311 - D James Street
MISSION, B.C. V2V 3V5

DISTRICT OF MISSION

BY-LAW NO. 616 - 1977

A By-Law to authorize the Council to enter into a
Land Use Contract with Howard Nemtin & Associates Ltd.

WHEREAS under the provisions 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:

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AND WHEREAS a Public Hearing was held on the 15th day of August, 1977, with respect to the said application;

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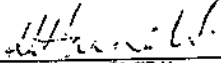
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RECONSIDERED AND FINALLY ADOPTED this 17th day of October, 1977.


MAYOR


CLERK

I HEREBY CERTIFY the foregoing to be
a true and correct copy of "District
of Mission Land Use Contract By-Law
No. 616 - 1977."

A handwritten signature in cursive script, appearing to read "H. Hamilton", is written above a horizontal line.

CLERK

EXHIBIT "3"

LOT 544
SECTION 21
TOWNSHIP 17
PLAN 53763
NEW WESTMINSTER DISTRICT

L E A S E

R. A. MARTINEAU
Boyer and Salinger
711 - D Adams Street
MISSION, B. C. V2V 3V5

THIS CONTRACT is dated the 24th day of OCTOBER ¹⁵ 1977

BETWEEN:-

DISTRICT OF MISSION, a Municipal Corporation, duly incorporated under the laws of the Province of British Columbia, of 8645 Slave Lake Street, Mission, British Columbia.

(hereinafter called "THE MUNICIPALITY")

OF THE FIRST PART

AND:

H.P. INVESTMENTS LIMITED
#2873 - 595 Burrard Street
Vancouver, B.C.

BOAN HOLDINGS LIMITED
16th Floor, 1030 West Georgia Street
Vancouver, B.C.

TRI-JAY DEVELOPMENT CORPORATION
16th Floor, 1030 West Georgia Street
Vancouver, B.C.

(hereinafter called "THE DEVELOPER")

OF THE SECOND PART

WHEREAS the Municipality, pursuant to Section 702A 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 premises 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:

Substitute for form C

Date December 1 1977 Nature of Interest Land Use Contract
Declared value \$ — Disposition of C/T —
Please merge — Applicant [Signature]

as Solicitor/Agent

Tei. No. 162-4522

REX D. BLANE
7311-D JAMES ST.
MISSION, B. C. V2V 3V5

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 will lease these lands and premises situated, lying and being in the District of Mission , in the Province of British Columbia, and being more particularly know and described as:

LA

Lot 544, Section 21, Township 17, Plan 53763 New Westminster District

(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.
- SITING 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 public and municipal utilities and services for the Development 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.

- PARKS 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.
- SUB-DIVISION 12. No land shall be subdivided except in compliance with and according to the plans and specifications set out in Schedule "G" hereto.
- PAYMENT 13. Except as specifically provided in Schedule "I" 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.
- OWNERSHIP 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.

SECURITY

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

SCHEDULE

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 \$ 800.00 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.

AWINGS

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 the 15th day of AUGUST, A.D. 1977.

This agreement was approved on the 17th day of OCTOBER, A.D. 1977 by By-law No. 616-1977.

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)
was affixed in the presence)
of:)

[Signature])
Donald F. West)
MAYOR)
DEPUTY CLERK)

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


H.P. INVESTMENTS LTD.
Name H.P. Investments (Proprietor)
Address FRAN BUILDINGS LTD.

[Signature])
Name [Signature])
Occupation DEVELOPER)
Secretary

ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that on the 16th day of November, 1977, at the City of Vancouver, in the Province of British Columbia, HOWARD NEMTIN, who is personally known to me, appeared before me and acknowledged to me that he is the President of H.P. Investments Ltd. and that he is the person who subscribed his name to the annexed Instrument as President of the said Company and affixed the seal of the said Company 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.

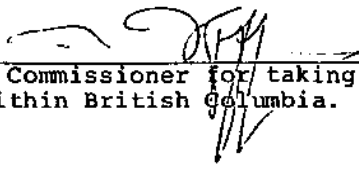
IN TESTIMONY WHEREOF I have hereunto set my hand at the City of Vancouver, in the Province of British Columbia, this 17th day of November, 1977.


A Commissioner for taking
Affidavits for British Columbia

ACKNOWLEDGEMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 17th day of November
19 77 , at Vancouver, in the Province
of British Columbia, DAVID HUBERMAN
who is personally known to me, appeared before me and acknowledged
to me that he is the Secretary of
TRI-JAY DEVELOPMENT CORPORATION and that he is the person who
subscribed his name to the annexed instrument as Secretary
of the said TRI-JAY DEVELOPMENT CORPORATION
and affixed the seal of TRI-JAY DEVELOPMENT CORPORATION
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.

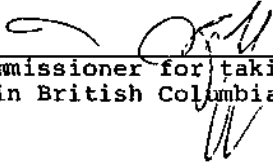
IN TESTIMONY WHEREOF I have hereunto
set my Hand and Seal of Office at
Vancouver in
the Province of British Columbia, this
17th day of November, one
thousand nine hundred and seventy-seven


A Commissioner for taking affidavits
within British Columbia.

ACKNOWLEDGEMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 10th day of November, 19 77 , at Vancouver, in the Province of British Columbia, ALAN SPIRO who is personally known to me, appeared before me and acknowledged to me that he is the Secretary of BOAN HOLDINGS LTD. and that he is the person who subscribed his name to the annexed instrument as Secretary of the said BOAN HOLDINGS LTD. and affixed the seal of BOAN HOLDINGS LTD. 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.

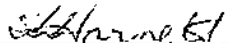
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at Vancouver in the Province of British Columbia, this 17th day of November one thousand nine hundred and seventy-seven


A Commissioner for taking affidavits within British Columbia.

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that on the 24th day of October 1977,
at Mission
in the Province of British Columbia, DONALD F. WEST
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 Corporation and affixed the Seal of the said Corporation
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.

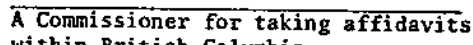
IN TESTIMONY WHEREOF I have hereto set my hand
at Mission
in the Province of British Columbia,
this 24th day of October 1977.


A Commissioner for taking affidavits
within British Columbia.

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that on the _____ day of _____ 1977,
at _____
in the Province of British Columbia,
who is personally known to me, appeared before me and acknowledged
to me that he is the _____
of _____
and that he is the person who subscribed his name to the annexed
Instrument as _____
of the said Corporation and affixed the Seal of the said Corporation
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 hereto set my hand
at _____
in the Province of British Columbia,
this _____ day of _____ 1977.


A Commissioner for taking affidavits
within British Columbia.

LAND USE CONTRACT NO. 77

SCHEDULE "A"

Schedule of Permitted Land Use.

The construction of a minor neighbourhood shopping centre, (hereinafter referred to as the Development) comprising of parking facilities, a food store and three retail stores on the main floor and on the lower floor storage facilities, a park activity area, concession area, washrooms and change rooms for Municipal park and recreation purposes (the demised premises as set out in the Sublease); a gate with an approved lock shall be provided on the main floor for the use of the Municipality to control access to the park area below.

It is understood that the food store and the retail stores shall be used only for purposes approved by resolution of Council of the District of Mission from time to time as being suitable for the neighbourhood.

The Development shall conform to the drawings prepared by Lubor Trubka, Architect dated June, 1977, numbered and entitled:

77-1	Site Plan
77-2	Main Floor Plan
77-3	Lower Floor Plan

as noted by the Municipality and in accordance with working drawings to be submitted.

It is understood and agreed that the exact building elevations shall be approved by the Municipal Engineer on the basis of either the existing road grade on 7th Avenue or an adjusted road referred to in Schedule F.

LAND USE CONTRACT NO. 77

SCHEDULE "B"

Plot Plan and Specifications:

Site Area	(149 feet X 88 feet) 13,552 feet
Yards Front	26 feet
Rear	6 feet
Side	Minimum 1 foot
Site Coverage	8,050 square feet (approximately)
Height of Building Structures	
Maximum	31 feet from lower floor level
Minimum	
Floor Space Ratio	Not applicable
Minimum Floor Area	Not applicable
Number of Units	Not applicable
Plan	On Drawing 77 -1

LAND USE CONTRACT NO. 77

SCHEDULE "C"

Off Street Parking:

Total Area	2,000 square feet
Number of Spaces	11
Size of Spaces	9 X 20 feet
Surfacing	Asphalt
Lighting	To B.C. Hydro and Power Authority specifications
Signs	To specifications of Municipal Sign By-law No. 451-1968.
Access	From 7th Avenue
Plan	As Drawing 77-1 and working drawings to be submitted

Off Street Loading:

Total Area	
Size of Area	
Location	Front of building complex
Surfacing	Asphalt
Lighting	
Signs	
Access	From 7th Avenue
Plan	

Refuse Disposal:

Screened provision for refuse shall be made to Municipal requirements.

LAND USE CONTRACT NO. 77

SCHEDULE "D"

Signs: To specifications of Municipal By-law No. 451-1968.

Number

Types

Location

Design

Size

Plan

Building and Structures:

Plans In general accordance with Drawing 77-1, and working drawings to be submitted to Municipal Building Inspector for approval. It is understood that the building design shall not require sprinklers for fire fighting without the prior approval of the Municipality.

Specifications To National Building Code

Landscaping, Surface Treatment, Fences and Screens:

Specifications To be maintained in a neat and tidy manner at all times with plant location as shown on Drawing 77-2 and working drawings to be submitted.

The existing chain link fence shall be relocated and reconstructed to prevent access from 7th Avenue to the park area below as required by the Municipality.

The Developer shall regrade the Municipal property adjoining the Lands as necessary to aesthetically blend the Development to the surrounding area. Existing topsoil shall be saved. It is understood and agreed that the Municipality will carry out final grading and seeding or such other improvements as it deems desirable.

LAND USE CONTRACT NO. 77

SCHEDULE "E"

Municipal Utilities:

Water	Firehydrant to be relocated by the Municipality at the cost of the Developer
Sewer	Not applicable
Specifications	Municipal Subdivision Control By-law

Public Utilities:

Gas	Not applicable
Electricity	Not applicable
Telephone	Not applicable

Development Services:

Water	To usual municipal requirements from existing main on 7th Avenue
Sewer	To usual municipal requirements from existing manhole on 7th Avenue
Drainage	Connect to municipal system near the south west corner of the Arena
Gas	As required by B.C. Hydro and Power Authority
Electricity	Underground by dip service from an extension of a duct installed by the Municipality from the B.C. Hydro and Power Authority pole on 7th Avenue to a point near the south west corner of the Arena, if so approved by B.C. Hydro and Power Authority. The Developer shall provide the necessary foundation slab and enclosure to the requirements of B.C. Hydro and Power Authority, together with necessary ducts. Electrical requirements for metering shall be determined by B.C. Hydro and Power Authority.
Telephone	Telephone service shall be from B.C. Telephone at a pull box located near the south west corner of the Arena, or as required by B.C. Telephone.

LAND USE CONTRACT NO. 77

SCHEDULE "F"

Highways, Bridges, Lanes, Walkways and Drainage:

Paving, Curb and Gutter:	Reconstruct sidewalk as required to suit the Development. Reconstruct and extend curb and gutter to the east side of lot 150. Pave 7th Avenue to connect and blend to the existing paving.
Street Lighting:	Not applicable
Boulevards:	Not applicable
Sign:	Not applicable
Drainage:	Not applicable
Specifications:	All work to conform to Subdivision Control By-law requirements in accordance with engineering drawings prepared by the Municipality.

It is understood and agreed that the Municipality shall have the right to regrade 7th Avenue between James and Taulbut and that the Developer shall adjust the building grades to suit the revised grades.

LAND USE CONTRACT NO. 77

SCHEDULE "G"

Subdivision Plans:

Parcels:

Area

Shape

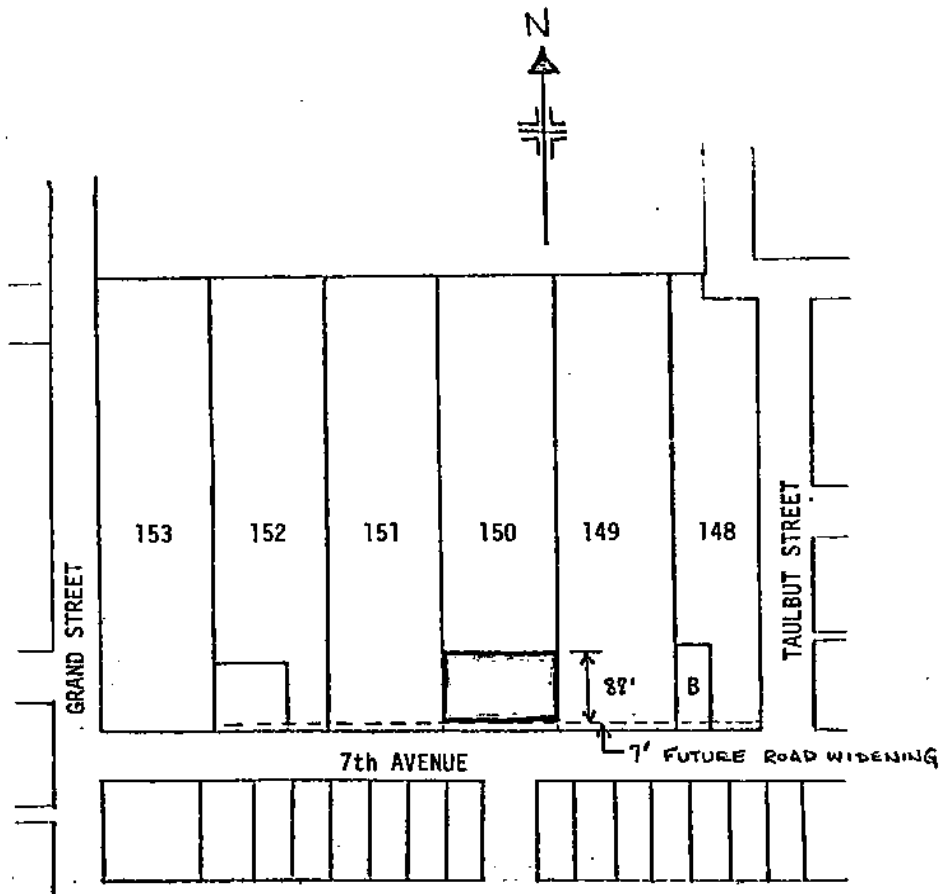
Not applicable

Dimensions

Highways:

Not applicable

Sketch Plan of Leased Area



PLAN

Scale: 1-inch to 200 feet

LAND USE CONTRACT NO. 77

SCHEDULE "H"

Parks, Public Space and Recreational Facilities:

Location:

On the lower floor a concession stand, storage area, park activity area, public washrooms and change rooms shall be provided as shown schematically on Drawing 77-3 and working drawings to be submitted and in accordance with the terms of the Sublease by Developer to the Municipality for the use of said lower floor, referred to in the said Sublease as the "demised premises".

LAND USE CONTRACT NO. 77

SCHEDULE "I"

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

The Municipality will install or cause to be installed at no cost to the Developer the necessary substation (including its electrical design) on the foundation and in the enclosure furnished by the Developer to provide electrical service at 240/120 volts 60 Hertz to the Development.

It is understood and agreed that the Developer shall advise the Municipality of his anticipated electrical load. The Developer shall be responsible for the cost of the necessary circuit breakers for the Development and metering facilities for his use in addition to the provision of the pad and enclosure including a separate breaker and service for the demised premises.

LAND USE CONTRACT NO. 77

SCHEDULE "J"

Works and Services to be Maintained and Operated by the Developer:

Not applicable

LAND USE CONTRACT NO. 77

SCHEDULE "K"

Performance Security:

The performance 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 (but not to exceed \$8,000) by the Municipal Engineer for the construction of offsite works referred to in Schedule 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 15 days of the Municipality furnishing the Developer the engineering drawings referred to in Schedule F; 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 released when the said works and services have been accepted by the Municipal Engineer.

Any reduction in the amount of a letter of credit shall be requested in writing by the Developer.

It is understood and agreed that upon request by the Developer in writing the Development Security may 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 shall be released to the Developer alone unless he instructs the Municipality otherwise in writing.

LAND USE CONTRACT NO. 77

SCHEDULE "L"

Times of Development Construction

The Developer shall submit an application for a building permit to the Municipality within 30 days of the signing of this contract by the Mayor and the Clerk; he shall allow not less than 10 days for its issuance.

Construction of the Development shall commence not later than November 1st, 1977, shall be substantially commenced by January 1st, 1978 and shall be completed by April 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 (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.

It is understood and agreed that the construction of the offsite works and the paving of the parking lot shall be completed by June 30, 1978 in accordance with a schedule approved by the Municipality to permit the installation of a new water main on 7th Avenue and the regrading of the street by the Municipality should it so desire.

LAND USE CONTRACT

R.A. MARTINEAU
Barrister and Solicitor
7311 - D James Street
MISSION, B.C. V2V 3V5

DISTRICT OF MISSION

BY-LAW NO. 616 - 1977

A By-Law to authorize the Council to enter into a
Land Use Contract with Howard Nemtin & Associates Ltd.

WHEREAS under the provisions 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 grocery store and three small commercial shops, with storage, change rooms, and wash rooms;

AND WHEREAS a Public Hearing was held on the 15th day of August, 1977, with respect to the said application;

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 No. 616 - 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 Howard Nemtin & Associates to construct a grocery store and three small commercial shops, with storage, change rooms, wash rooms on land known and described as :-


Block 150, Section 21, Township 17, Plan 955, N. W. D.
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 to apply the Corporate Seal of the District of Mission thereto.

READ A FIRST TIME this 15th day of August, 1977.

READ A SECOND TIME this 15th day of August, 1977.

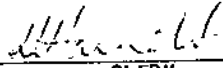
READ A THIRD TIME this 15th day of August, 1977.

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. 616 - 1977."

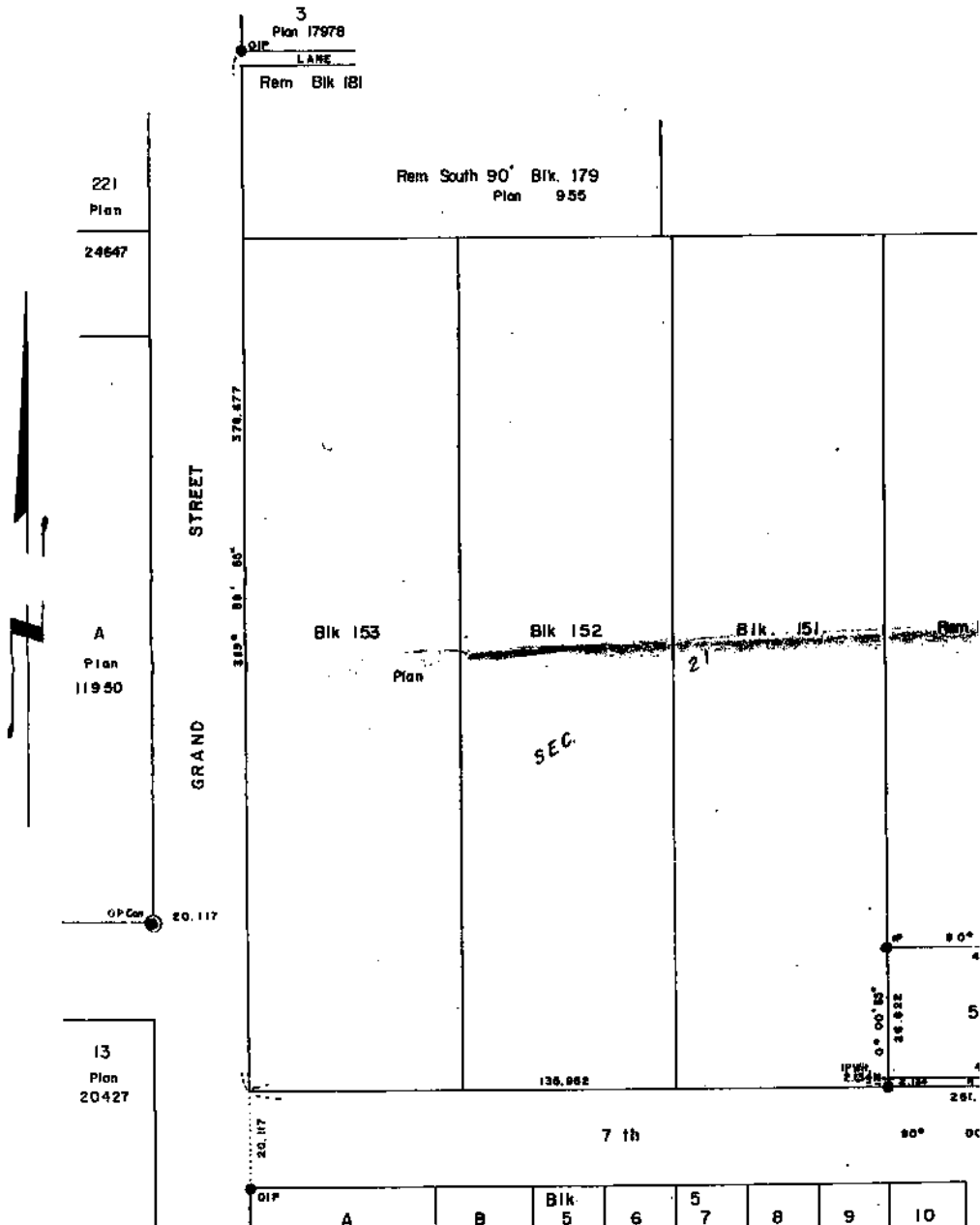


CLERK

SUBDIVISION PLAN OF PART OF BLOCK 150 OF EC. 21, TP. 17, PLAN 955, N.W.D.

SCALE: 1:1000

All distances are in metres except
where otherwise indicated.

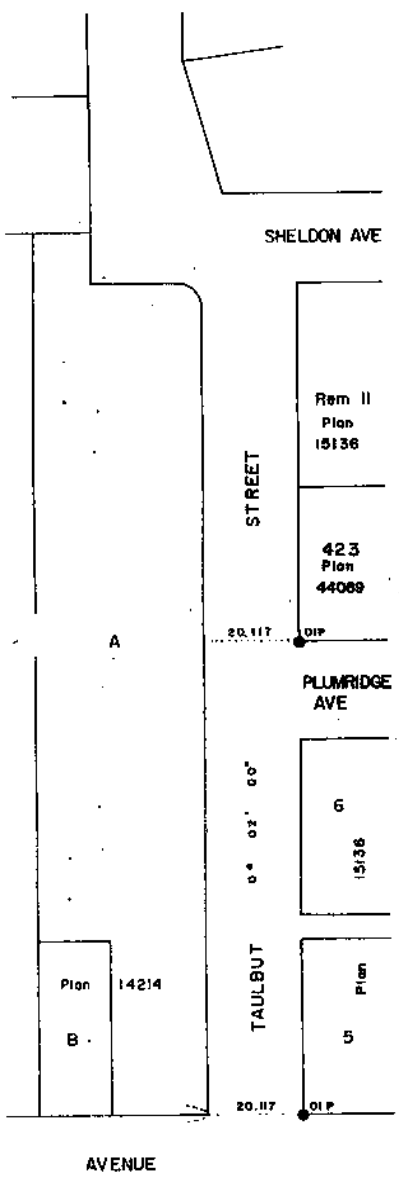


BY-LAW 616-77

PLAN

Deposited in the Land Registry Office
at New Westminster, B.C., this
____ day of _____ 197__

Registrar



DIP	4	5	6	7	8
		664			

DISTRICT OF MISSION.

W. H. Arnold Mayor.
W. H. Arnold Clerk.

I, J.M.C. Wade, of Mission, B.C., a British Columbia Land Surveyor, make oath and say that I was present at and did personally superintend the survey represented by this plan and that the survey and plan are correct. The said survey was completed on the 14th day of November 1977.

J.M.C. Wade
 J.M.C. Wade, B.C.L.S.

Sworn before me this 14th day of November 1977.

W. H. Arnold
 A commissioner for the province of B.C.