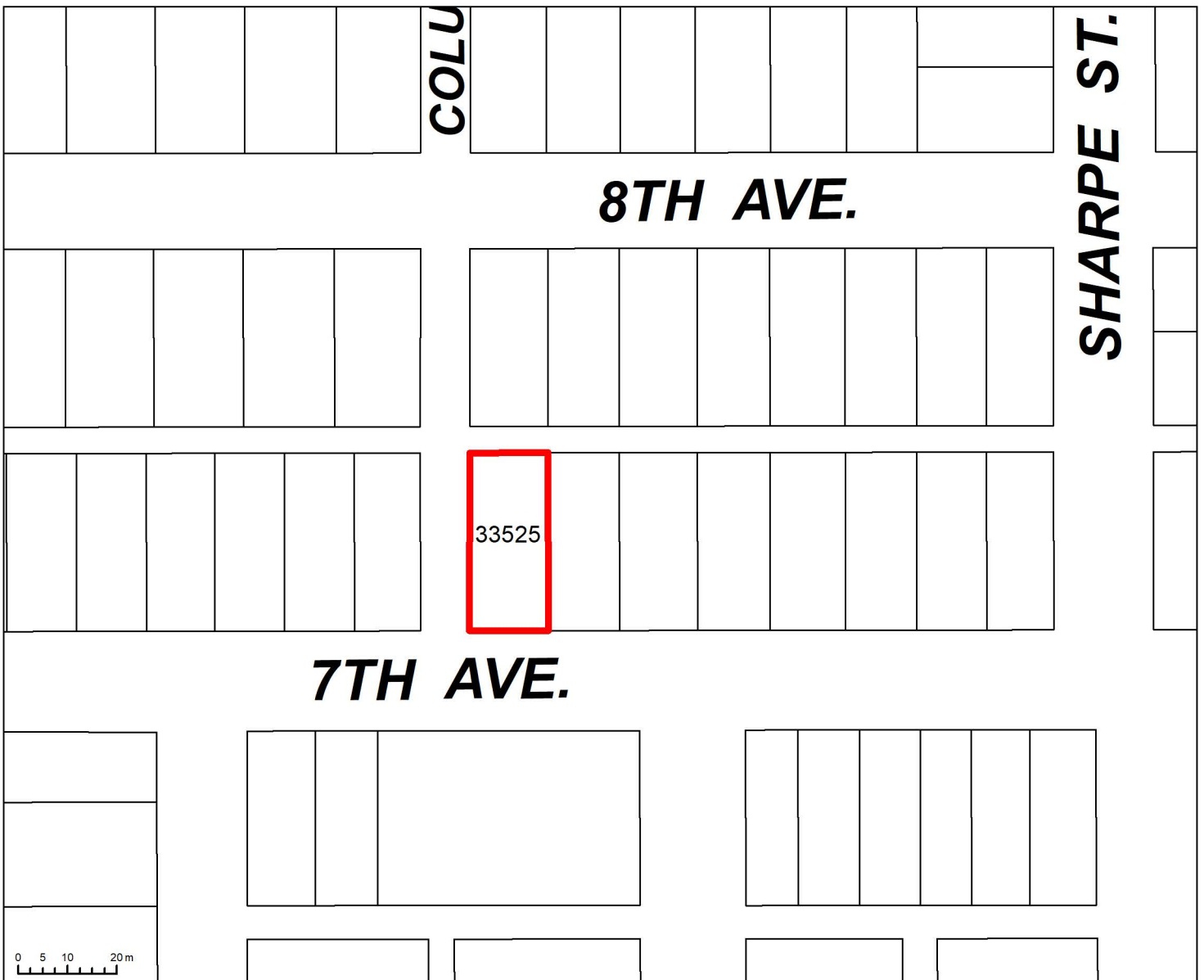
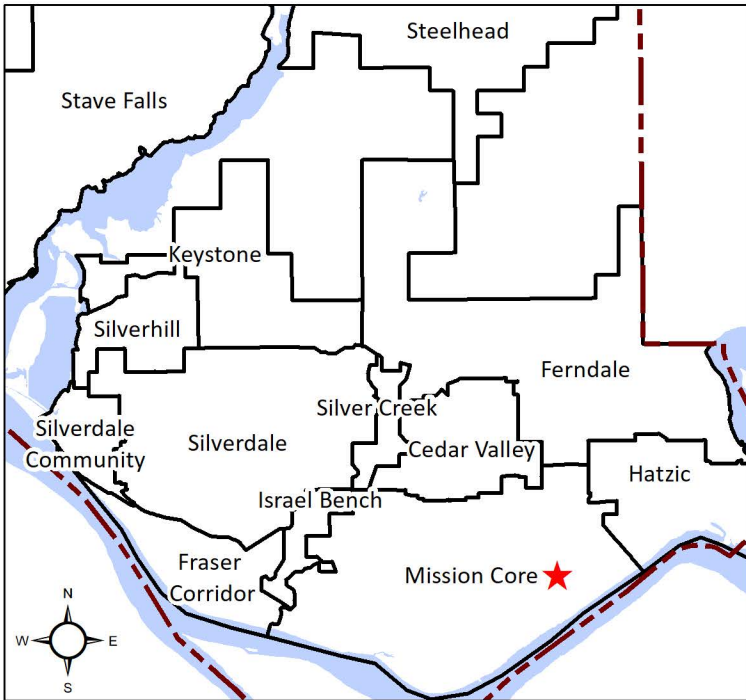


Contract No.: 594-1977
 Subject Property: 33525 7th Avenue
 OCP Designation: Urban Residential



DISTRICT OF MISSION

BY-LAW NO. 594 - 1977

A By-law to authorize the Council to enter into a Land Use Contract with Dr. Arthur J. Shoichet.

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 convert the existing Single Family Dwelling to a Medical Office;

AND WHEREAS a Public Hearing was held on the 30th day of May, 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 By-law No. 594 - 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. Arthur Shoichet to convert the existing Single Family Dwelling to a Medical Office on land known and described as:

Lot 320, District Lot 4, Group 3, Plan 46687, 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 Mission thereto.

READ A FIRST TIME this 30th day of May, 1977.

READ A SECOND TIME this 30th day of May, 1977.

READ A THIRD TIME this 30th day of May, 1977.

RECONSIDERED AND FINALLY ADOPTED this 6th day of June, 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. 594 -
1977".

M. Harbeck

CLERK

P120819

LAND USE CONTRACT

DEC 11 1978

THIS CONTRACT is dated the 14th day of June, 1978

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:

Arnold Jules Shoichet, Physician, 8056 Stave Lake Road, Mission, 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:

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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

Land Use Contract

Date DEC 11 1978 Nature of Interest

Estimated Value nominal

Place Mission

534-1300 8645 Stave Lake St. Mission B.C.

Handwritten signature and address: Arnold Jules Shoichet, 8645 Stave Lake St. Mission B.C.

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:

LAND

Lot 320 - District Lot 4, Group 3 - Plan 46687 N.W.D.

(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.

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- 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 propose 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.
- CONSTRUCT-
ION 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.

CJS

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 services and the provisions and construction of the items set out in paragraphs 6 to 11 thereof 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, structures, pipes and fixtures of development accepted by it pursuant to paragraph 14 thereof, 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.

cc/s

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 \$1250.00 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".

a/s

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 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.

Wherever and whenever works and services are required to be constructed to Municipal requirements or reference is made to drawings being prepared by a Professional Engineer such drawings shall be submitted for approval by the Municipality not less than two weeks prior to the time application is made for a building permit as if the drawings were being submitted in accordance with the requirements of the Municipal Subdivision Control By-Law.

BINDING

21. 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

_____ day of _____, A.D. 19_____.

This agreement was approved on the _____ day of

_____, A.D. 19 _____ by By-Law No. _____.

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 present of

SIGNED, SEALED AND DELIVERED)
by the Developer in the)
presence of:)
Name GREG W. GILES)
Address 329 10 4TH AVE)
MISSION, BC.)
Occupation MUNICIPAL EMPLOYEE)

A. J. Strickit

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, 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 _____ of _____, and that he is the person who subscribed his name to the annexed instrument as

_____ of the said _____ and affixed the seal of the _____ 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, _____ of the _____ 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 _____ the part thereto, for the purposes named therein
2. The said instrument was executed at _____
3. I know the said part _____, and that _____ 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 _____ in the Province of British Columbia, this _____ day of _____, 19____.

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

W/S

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, 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 _____ of _____, and that he is the person who subscribed his name to the annexed instrument as

of the said _____ and affixed the seal of the _____ 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, GREG W. GILES of the DISTRICT of MISSION, 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 DR. ARNOLD J. SHOICNET the party thereto, for the purposes named therein
- 2. The said instrument was executed at MISSION
- 3. I know the said party _____, and that HE is 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 _____ in the Province of British Columbia, this _____ day of _____, 19____.

Greg W. Giles

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

afS

LAND USE CONTRACT

SCHEDULE OF PERSONS HAVING A REGISTERED INTEREST
IN THE LAND WHOSE CONSENTS ARE REQUIRED.

<u>FULL NAME</u>	<u>ADDRESS</u>	<u>OCCUPATION</u>	<u>NATURE OF CHARGE</u>
The Royal Trust Company	Royal Trust Tower, Bentall Centre, Vancouver, B. C.		Mortgage

a/s

LAND USE CONTRACT

CONSENT

KNOW ALL MEN BY THESE PRESENTS that, _____

_____ of _____

being the holder of a charge by way of _____

registered at the Land Registry Office at _____

_____ under number _____

against all and singular that certain parcel of tract of land and

premises being in the _____

of _____, in the Province of

British Columbia and known and described as _____

in consideration of the sum of ONE DOLLAR (\$1.00) hereby agrees

and consents to the registration of a Land Use Contract made

between the registered owner of the said lands and the _____

_____ dated the _____ day of _____ A.D. 19____

against the aforementioned lands in priority to the said charge

in the same manner and to the same effect as if it had been

dated and registered prior to the said charge.

SIGNED, SEALED AND DELIVERED at)

_____ British Columbia, this _____ day

of _____ 19____

in the presence of:

Name _____

Address _____

Occupation _____

afS

LAND USE CONTRACT

SCHEDULE "A"

Schedule of permitted land use.

Existing residential house to be remodelled internally for a Doctor's Office with the possibility of a second Doctor's Office later on.

Off-street parking.

The design of the existing building and/or any future building is to remain residential in character for as long as the immediate surrounding area is zoned residential

W/S

LAND USE CONTRACT

SCHEDULE "B"

Plot Plan and Specifications:

Site Area 6900 square feet

Yards front 25 feet minimum

 rear 25 feet minimum

 side Existing House

Site Coverage

Height of Building and Structures

 Maximum Existing House

 Minimum

Floor Space Ratio Not Applicable

Minimum Floor Area

Number of Units

Plan

W/S

LAND USE CONTRACT No. 72

SCHEDULE "C"

Off Street Parking:

Total Area 1080 square feet, should present parking prove inadequate, Council may require further off-street parking.

Number of Spaces 4 public parking spaces on west side, 2 private parking spaces on north side.

Size of Spaces 9 x 20 for angle parking.

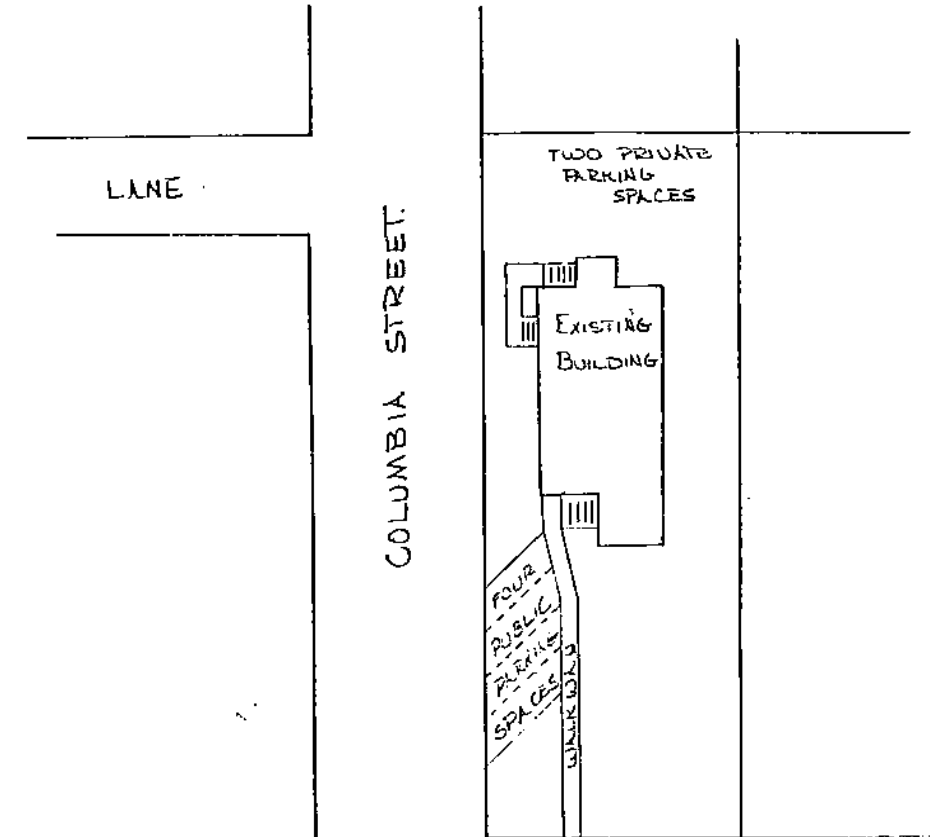
Surfacing Gravel from travelled portion of road to present front door walkway.

Lighting

Signs

Access From Columbia Street

Plan Parking area shall extend from front steps of residence towards 7th Avenue for 36 feet.



7TH AVE.

afS

LAND USE CONTRACT

SCHEDULE "D"

Signs:

Number One

Types

Location On Exterior Wall of Building.

Design

Size Maximum of One Square Foot.

Plan

Buildings & Structures:

Plans Not Applicable for Exterior.

Specifications Interior Plans to be submitted for approval of Municipal Building Inspector.

Landscaping, Surface Treatment, Fences and Screens:

Plans To be kept in a neat and tidy condition at all times.

Specifications

W.S.

LAND USE CONTRACT

SCHEDULE "E"

Utilities:

Water: To be reconnected with a meter for Commercial Use for which application is hereby made.

Sewer: To be billed as Commercial Use for which application is hereby made.

Gas: Not Applicable.

Telephone: If new service is required off Seventh Avenue it shall be underground.

Electricity: If new service is required off Seventh Avenue it shall be underground.

Plans: Not Applicable.

Specifications: Not Applicable.

Locations: Not Applicable.

W.B.
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LAND USE CONTRACT

SCHEDULE "F"

Highways, Bridges, Lanes, Walkways and Drainage:

Not Applicable.

Paving, Curbs and Gutters:

Not Applicable.

Street Lighting:

Not Applicable.

Boulevards:

Not Applicable.

Signs:

Not Applicable.

Drainage:

Extend drainage approximately 70 feet and install on catch basin to service on-site parking.

All work to conform to Subdivision Control By-law. Engineering drawings to be submitted for approval.

W.S.

LAND USE CONTRACT

SCHEDULE "G"

Subdivision Plans:

Parcels:

Area

Shape

Dimensions

Highways: Right of Way 7 feet in width to be granted to District of Mission along full length of property facing onto 7th Avenue, for purpose of future road widening and services.

Dimensions

Location

Alignment

Gradient

W.S.

LAND USE CONTRACT

SCHEDULE "H"

Parks, Public Space and Recreational Facilities: Not Applicable.

Construction

Location

Size

Development

Furnishing

Plans

afs

LAND USE CONTRACT

SCHEDULE "I"

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

Not Applicable.

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LAND USE CONTRACT

SCHEDULE "J"

Works and Services to be Maintained and Operated by the Developer

Drainage to be constructed under Schedule "F" to be maintained as required by the Municipal Subdivision Control By-law.

W/S

LAND USE CONTRACT

SCHEDULE "K"

Performance Security:

Performance Bond, Mortgage, Certified Cheque or Letter of Credit

Letter of Credit in a form acceptable to the Municipality in the amount of \$1500.00 for the drainage works included in Schedule "F".

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LAND USE CONTRACT

SCHEDULE "L"

Times of Development Construction;

Construction shall commence not later than _____,
shall be substantially commenced by _____,
and shall be completed by December 31, 1977. _____, 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.

AS