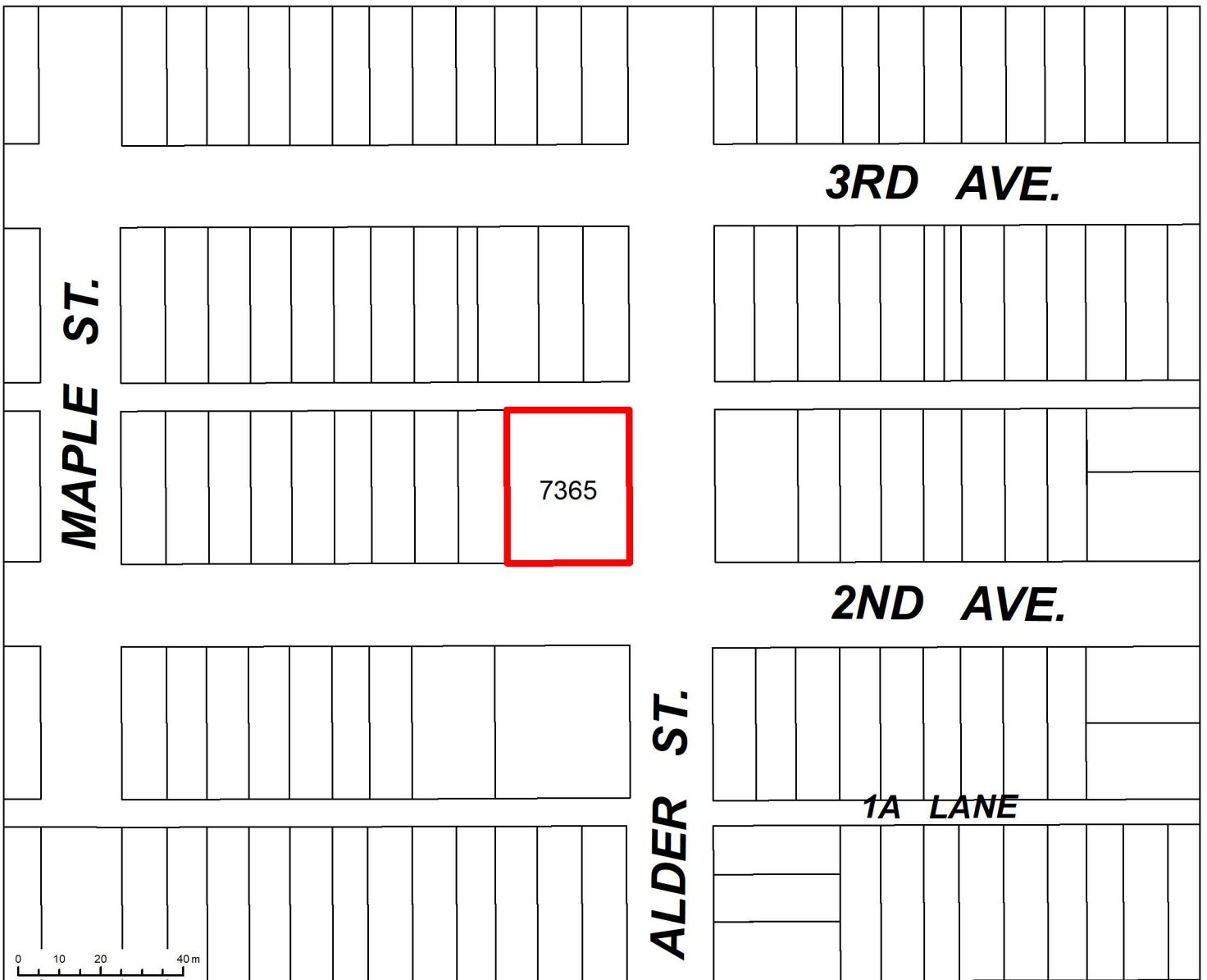
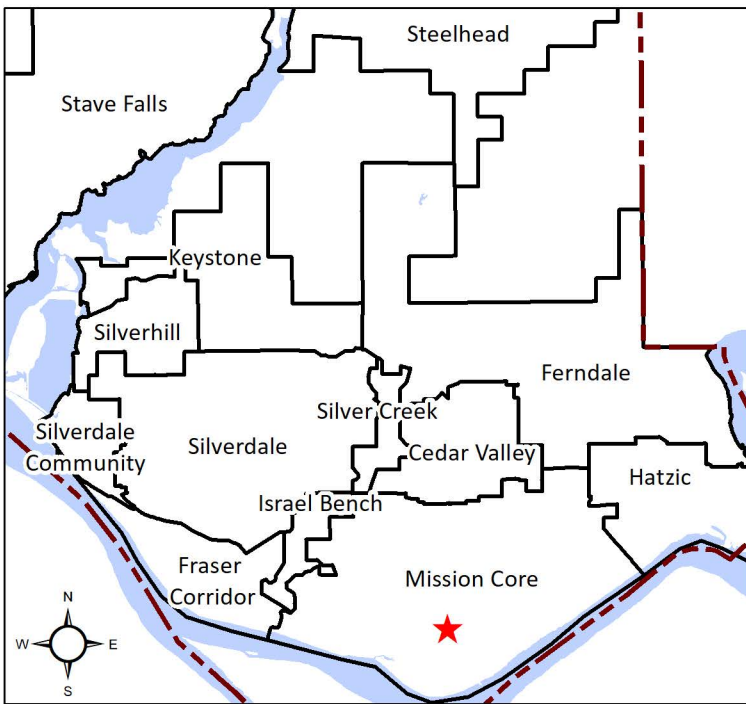


Contract No.: 168-1972

Subject Property: 7365 Alder Street

OCP Designation: Attached Multi-Unit Residential



DISTRICT OF MISSION

BY-LAW NO. 168 - 1972

A By-Law to authorize the Council to enter into a Land Use Contract with Mr. E. Fabische.

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 By-Law No. 144 - 1972", declared the following described land to be a Development Area:

Lots 13, 14, and 15, Block 24, Section 21, Township 17, Plan 332, New Westminster District

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 develop an apartment dwelling within the said Development Area:

AND WHEREAS a Public Hearing was held on the 25th day of January, 1972, 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 "Mission District Land Use Contract By-Law No. 168 - 1972".
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 Mr. E. Fabische, for the construction of an apartment dwelling upon land known and described as:

Lots 13, 14, and 15, Block 24, Section 21, Township 17, Plan 332, New Westminster District.

3. The Land Use Contract shall be in the form and manner set forth in Schedule "A" to this By-Law.
4. The Mayor and the Clerk of the District of Mission are hereby authorized to sign, seal and deliver a Land Use Contract in the form set out in the said Schedule "A" attached hereto and forming part of this By-Law, on behalf of the District of Mission, and to apply the Corporate Seal of the District of Mission thereto.

READ A FIRST TIME this 1st day of May, 1972.

READ A SECOND TIME this 1st day of May, 1972

READ A THIRD TIME this 1st day of May, 1972.

RECONSIDERED AND FINALLY ADOPTED this 9th day of May, 1972.

  
MAYOR

  
CLERK

I HEREBY CERTIFY the foregoing to be a true and correct copy of "Mission District Land Use Contract By-Law No. 168 - 1972".

  
CLERK

AND WHEREAS the Developer has presented to the Municipality a scheme of 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;

AND WHEREAS the Council of the Municipality, having given due consideration to the criteria set forth in Sections 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

NATURE OF CHARGE: Land Use Contract,  
Restrictive Covenants  
DECLARED VALUE: \$5.00

LEGAL DESCRIPTION:

Lot A of Block 24 of the SE $\frac{1}{4}$   
of Section 21, Twp. 17, Plan  
332, NWD, District of Mission

May 19 15 19 72

*Darlene Staats*  
REGISTRY OFFICE  
(NEW WESTMINSTER B.C.)  
Darlene Staats  
c/o VERNON & THOMPSON,  
Barristers & Solicitors,  
22195A Dewdney Trunk Rd.,  
Maple Ridge, B. C.  
Phone: 463-6281

H 48849

LAND USE CONTRACT

THIS CONTRACT is dated the 16<sup>th</sup> day of May 1972

BETWEEN:

DISTRICT OF MISSION, a Municipal Corporation,  
duly incorporated under the laws of the  
Province of British Columbia, of 33157 First  
Avenue, Mission City, British Columbia

(hereinafter called "THE MUNICIPALITY")  
OF THE FIRST PART,

A N D:

BERNHARD HORST FABISCHE, Builder, c/o #203,  
2225 Acadia Road, City of Vancouver,  
Province of British Columbia.

(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;

Developer covenant and agree as follows:

OWNER

1. The Developer is an owner of those 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 A of Block 24 of the Southwest quarter of Section 21, Township 17, Plan 332, 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 plan 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.

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 hereof shall be paid for by the Developer.

OWNERSHIP

14. All works and services, 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 required to be dedicated, 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, 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 hereof.

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 sum of \$ usual <sup>J.H. G.L. E.F.</sup> 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 \$ usual <sup>J.H. G.L. E.F.</sup> 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, the Municipality may at its option, rectify or attempt to rectify such breach by the Developer and the Developer hereby agrees to pay to the Municipality the Municipality's bill for such rectification or attempt thereat immediately upon receipt of the Municipality's bill and it is understood that the Municipality may, when doing any work, do it by its employees, or by contractors employed by the Municipality.

17D. In the event of any 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.





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>
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NOT APPLICABLE

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 16th day of May, 1972, at Mission, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of Harold HERRNETT, who is personally known to me, Clerk of District of Mission, and that he is the person who subscribed his name to the annexed instrument as Clerk of the said District of Mission, and affixed the seal of 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 Mission in the Province of British Columbia, this 18th day of May one thousand nine hundred and seventy-two

LAURENCE A. H. WAINWRIGHT  
A Commissioner for taking Affidavits  
for British Columbia

*[Signature]*  
A Notary Public in and for the Province of British Columbia,  
Commissioner for taking Affidavits for British Columbia.

Affidavit of Witness

Province of British Columbia }  
To Wit:

I, Daniel Nischi, of the District of Mission, in the Province of British Columbia, make oath and say:

- I was personally present and did see the within instrument duly signed and executed by Eckhard Horst Fabische
- The said instrument was executed at Mission, B.C. the part Y thereto, for the purposes named therein.
- I know the said part y, and that he is of the full age of nineteen years.
- I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at ~~Maple Ridge~~ Mission in the Province of British Columbia, this 18th day of May, 1972

*[Signature]*  
Daniel Nischi

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>
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NOT APPLICABLE

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 or 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 \_\_\_\_\_)

\_\_\_\_\_

LAND USE CONTRACT

SCHEDULE "A"

SCHEDULE OF PERMITTED LAND USE

ERECTION OF AN EIGHT (8) SUITE APARTMENT BLOCK  
TO BE COMPLETED WITHIN EIGHTEEN (18) MONTHS FROM  
MAY 15th, 1972.

LAND USE CONTRACT

SCHEDULE "B"

PLOT PLAN AND SPECIFICATIONS

Site Area 11,880 sq. ft. = 99' x 120'

Yards front - 20' setback from Alder Street and 2nd Avenue

rear - 29'10" from the rear lot line

side - 32' setback from interior side lot line

Site coverage - 70' x 49' 2" = 34,440 sq. feet

Height of buildings and structures

maximum - 22 feet

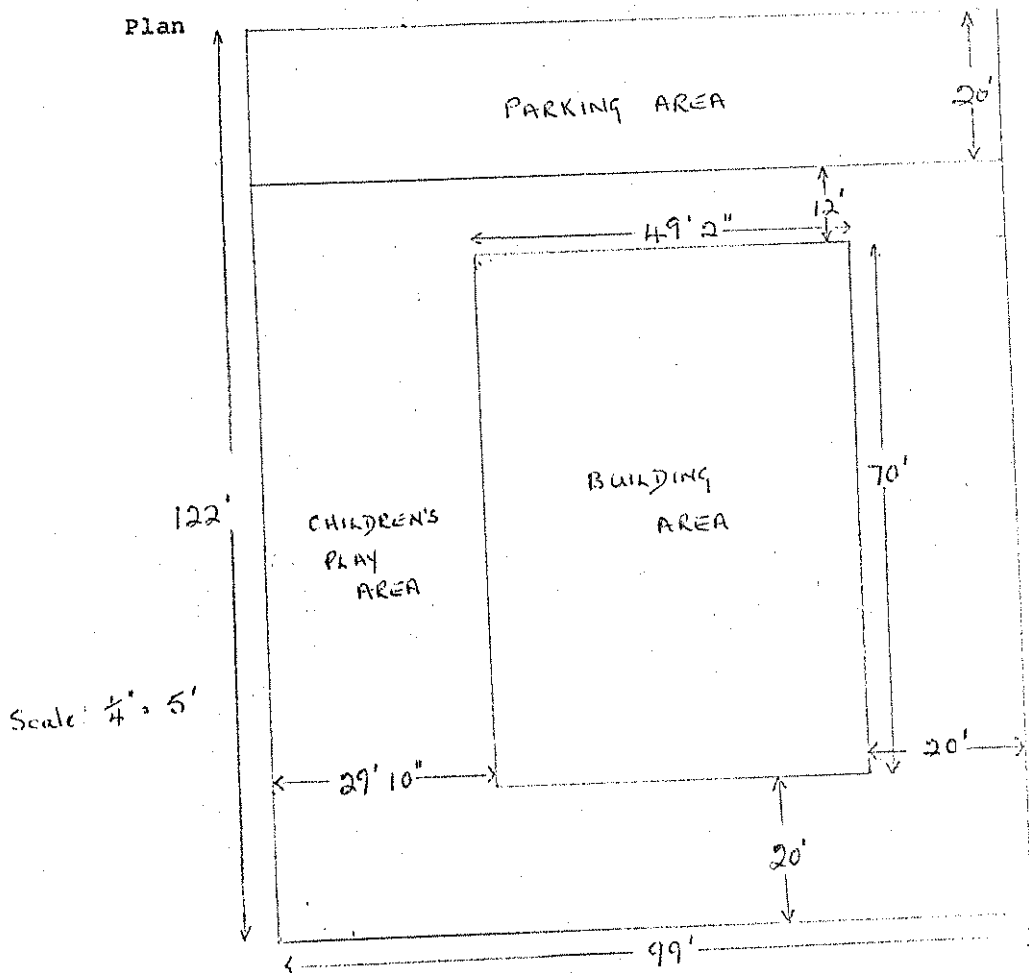
minimum - 18 feet

Floor space ratio 3'5 : 12

Minimum floor area 3441 sq. feet

Number of units eight

Plan



LAND USE CONTRACT

SCHEDULE "C"

Off Street Parking

Total area - 20' x 99' = 1980 sq. feet

Number of spaces - eleven (11)

Size of spaces - 9' x 20'

Surfacing - asphalt

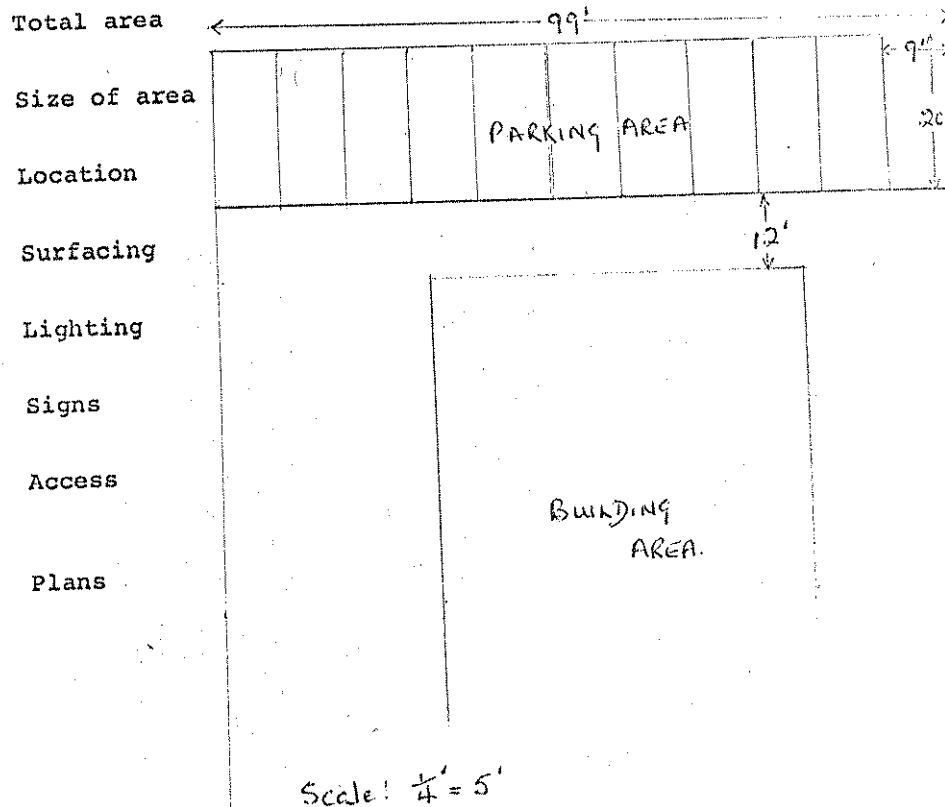
Lighting - 1 floodlight attached to north wall of building

Signs NIL

Access - From back alley north of property

Plan - BELOW

Off Street Loading - NOT APPLICABLE



LAND USE CONTRACT

SCHEDULE "D"

SIGNS

NOT APPLICABLE

Number

Types

Location

Design

Size

Plan

BUILDINGS & STRUCTURES

NOT APPLICABLE

Plans

Specification

LANDSCAPING, SURFACE TREATMENT, FENCES AND SCREENS

Plans

**Specifications** - Area surrounding building to be landscaped and maintained in neat and tidy manner with grass, trees and flowering plants. Concrete slab walkways to be provided from front entrance to sidewalk on Alder Street and from back entrance to parking area.



LAND USE CONTRACT

SCHEDULE "E"

UTILITIES

NOT APPLICABLE

Water

Sewer

Gas

Telephone

Electricity

Plans

Specifications

Locations

LAND USE CONTRACT

SCHEDULE "F"

NOT APPLICABLE

HIGHWAYS, BRIDGES, LANES, WALKWAYS

Plans

Specifications

STREET LIGHTING

Plans

Specifications

BOULEVARDS

Plans

Specifications

SIGNS

Plans

Specifications

LAND USE CONTRACT

SCHEDULE "G"

NOT APPLICABLE

SUBDIVISION PLANS

Parcels

Area

Shape

Dimensions

HIGHWAYS+

Dimensions

Location

Alignment

Gradient

LAND USE CONTRACT

SCHEDULE "H"

PARKS, PUBLIC SPACE AND RECREATIONAL FACILITIES

Construction - Children play area

Location - West side of building

Size - 30' x 100'

Development Grassed area

Furnishing - none

Plans - As in Schedule "B"

LAND USE CONTRACT

SCHEDULE "I"

DEVELOPMENT AND SERVICE TO BE PROVIDED OR PAID FOR BY MUNICIPALITY

NOT APPLICABLE

LAND USE CONTRACT

SCHEDULE "J"

WORKS AND SERVICES TO BE MAINTAINED AND OPERATED BY DEVELOPER

NONE

LAND USE CONTRACT

SCHEDULE "K"

PERFORMANCE SECURITY

AMOUNT

PERFORMANCE BOND

Mortgage

Certified cheque

Other - \$1,000.00 letter of credit as security for  
completion by the Developer of all the  
requirements of this contract.

LAND USE CONTRACT

SCHEDULE "L"

ITEM TO BE PROVIDED, CONSTRUCTED  
LOCATED, DEVELOPED

DATE OF COMPLETION

8 suite apartment block and other  
items as in this contract stipulated.

December 31st, 1973