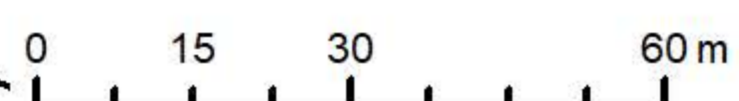
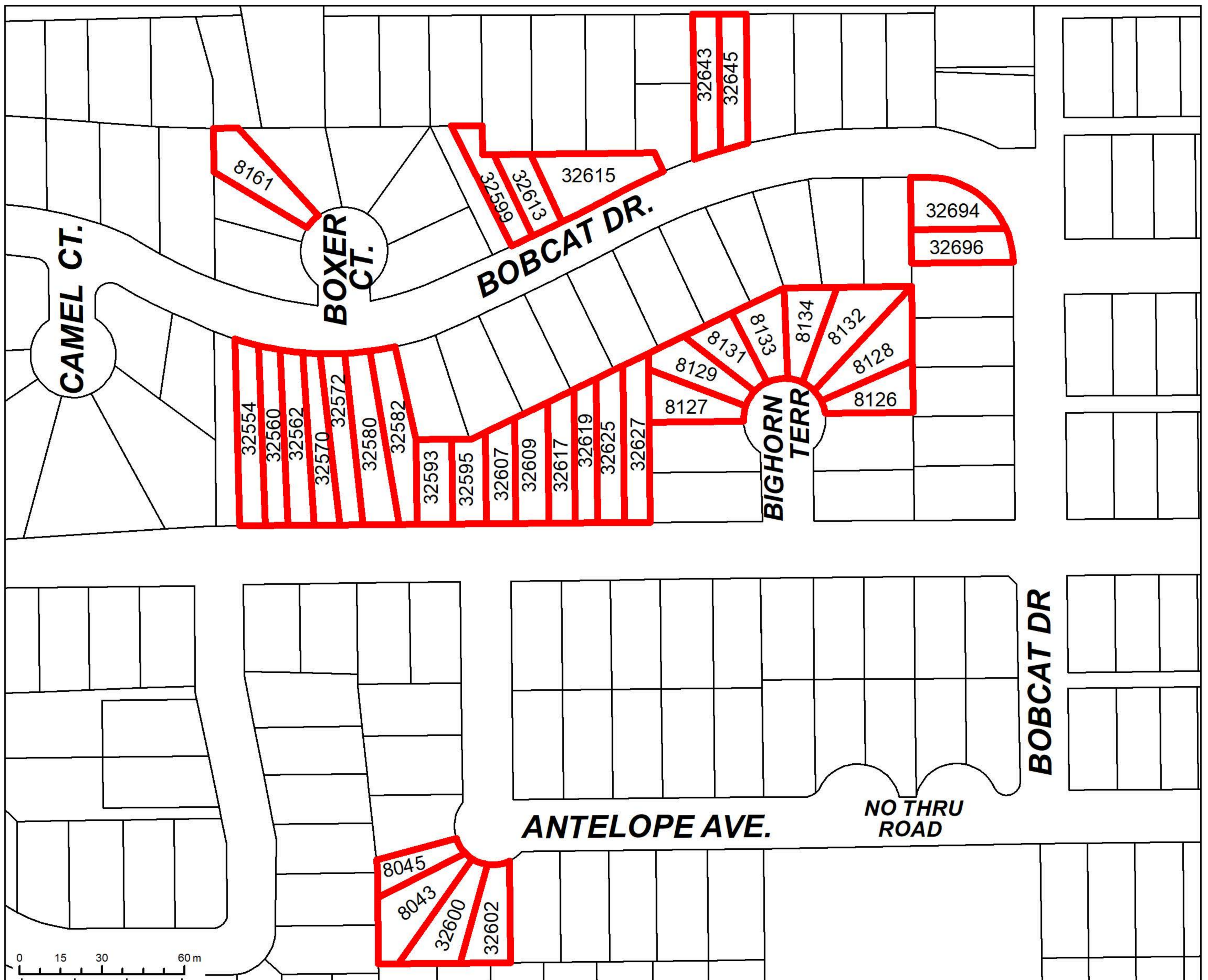


Contract No.: 477-1976
 Subject Property: See Map Below
 OCP Designation: Urban Residential



DISTRICT OF MISSION

BY-LAW NO. 477 - 1976

A By-law to authorize the Council to enter into a Land Use Contract with R.B.M. Construction (1975) 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. 15 By-law No. 155 - 1972" declared the following described land to be a Development Area:

The total RS 1 and RT 1 areas located in the N 1/2 of Section 17, NE 1/4, Section 18, SE 1/4 Section 19, NE 1/4 Section 19, Section 20, Section 21, SE 1/4 Section 28, SW 1/4 Section 28, SE 1/4 Section 29, SW 1/4 Section 29, D.L. 1, Group 3, D.L. 4, Group 3, D.L. 165, Group 1, in Township 17.

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 19 duplex dwellings containing 38 units to zero lot line requirements within the said Development Area:

AND WHEREAS a Public Hearing was held on the 15th day of March, 1976 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. 477 - 1976".
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 R.B.M. Construction (1975) Ltd. for the construction of 19 duplex dwellings containing 38 units to zero lot line requirements upon land known and described as:

FIRSTLY: Lots 45, 53, 54, 55, 56, 60, 61, 62, 68 and 69 of the South East Quarter of Section 29, Township 17, Plan 49427, New Westminster District.
SECONDLY: Lots 85, 86, 87, 88, 104, 105, 106 and 111 of the South East Quarter, Section 29, Township 17, Plan 49678, New Westminster District.

- 3. The Mayor and the Clerk of the District of Mission are hereby authorized to sign, seal and deliver a Land Use Contract on behalf of the District of Mission, and to apply the Corporate Seal of the District of Mission thereto.

READ A FIRST TIME this 20 day of April, 1976.

READ A SECOND TIME this 20 day of April, 1976.

READ A THIRD TIME this 20 day of April, 1976.

RECONSIDERED AND FINALLY ADOPTED THIS 3 day of May, 1976.

[Signature]
MAYOR

[Signature]
CLERK

I HEREBY CERTIFY the above to be a true and correct copy of "District of Mission Land Use Contract By-law No. 477 - 1976".

[Signature]
CLERK

Date May 28 19 76 Nature of Interest Land Use Contract
 Declared value \$ _____ Disposition of C/ _____
 Please merge _____ Applicant _____
 as Solicitor/Agent
 Tel. No. 26-9525 REX D. ELANE
 7311-D JAMES ST.
 MISSION, B. C. V2V 3V5

LAND USE CONTRACT

THIS CONTRACT is dated the 28 day of May, 19 76.

BETWEEN:-

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

(hereinafter called "THE MUNICIPALITY")

OF THE FIRST PART

AND:

R.B.M. CONSTRUCTION (1975) LTD.
4533 - 205A Street,
Langley, British Columbia

AND

HAWK VENTURES LTD.,
4533 - 205A Street,
Langley, British Columbia.

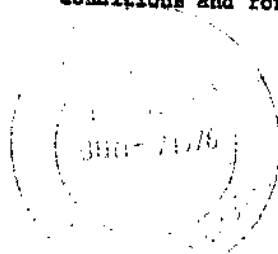
(hereinafter called "THE DEVELOPER")

OF THE SECOND PART

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

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

AND WHEREAS the Developer has presented to the Municipality a schema 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:



Handwritten signature or initials.

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

FIRSTLY: Lots 45, 53, 54, 55, 56, 59, 60, 61, 62, 68 and 69 of the South East Quarter of Section 29, Township 17, Plan 49427 New Westminster District.

SECONDLY: Lots 85, 86, 87, 88, 104, 105, 106 and 111 of the South East Quarter, Section 29, Township 17, Plan 49678.

(hereinafter called "THE LAND")

CON. JTS

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.
- 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.

Handwritten signature or initials

- 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 "T" 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, 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, 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 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 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 \$ 23,750 to the Municipality for the Municipality's own use absolutely which amount or any part thereof is not refundable, excepting lots where a building permit is refused, and if so the sum of \$ 1250.00 per refused permit shall be refunded.

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 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.

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 15th day of March, A.D. 19 76.

This agreement was approved on the 3rd day of May, A.D. 19 76 by By-Law No. 477-1976.

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

THE CORPORATE SEAL OF THE DISTRICT OF MISSISSAUGA was affixed in the presence of [Signature] MAYOR. [Signature] CLERK.

SIGNED, SEALED AND DELIVERED by the Developer in the presence of: Name [Signature] Address [Signature] Occupation [Signature]

RBM Construction (1975) Ltd. PRES [Signature] Hawk Ventures Ltd. PRES [Signature]

[Handwritten initials]

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY THAT ON THE 21st day of May 1976 ,
at Mission
in the Province of British Columbia,

Harold Harnett

who is personally known to me, appeared before me and acknowledged
to me that he is the Clerk
of the District of Mission

and that he is the person who subscribed his name to the annexed
Instrument as 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 21st day of May 1976 .


A Commissioner for taking affi-
davits within British Columbia.
LAURENCE A. H. WAINWRIGHT
A Commissioner for taking Affidavits
for British Columbia

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 15 day of May, 1976, at New Westminster, in the Province of British Columbia, Roy Verbeulge (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 President of both K&B Construction (M&S) Ltd and H&K Ventures Ltd, and that he is the person who subscribed his name to the annexed instrument as President of the said companies and affixed the seal of the said companies 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 New Westminster, in the Province of British Columbia, this 13 day of May, one thousand nine hundred and seventy six.

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.

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>
------------------	----------------	-------------------	-------------------------

LAND USE CONTRACT

CONSENT

KNOW ALL MEN BY THESE PRESENTS that, _____

MOLGAT HOLDINGS LTD.

of Burnaby, in the Province of British Columbia

being the ~~holder of a charge by way of~~ registered owner of the fee simple

registered at the Land Registry Of

British Columbia

against all and singular

and premises being in th

of _____

British Columbia and kno

56, 59, 60, 61, 62, 68

Township 17, Plan 49425

105, 106 and 111 of the

in consideration of the

and consents to the regi

developer between the registered

District of Missior

dated the _____ da

against the aforementioned

~~in the same manner and t~~

~~dated and registered pri~~

SIGNED, SEALED AND DELIV

British Columbia, this
of _____ 19
in the presence of:

Name _____
Address _____
P.O. BOX 300, NEW WESTMINSTER, B.C.

Occupat _____

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the _____ day of May, 1976,
at New Westminster, in the Province of British Columbia,
(whose identity has been proved by the evidence on
CHARLES MOLGAT, who is) personally known to me, of
appeared before me and acknowledged to me that he is the President of
MOLGAT HOLDINGS 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 heretofore set my Hand and Seal of Office,
at New Westminster in the Province of
British Columbia, this 14th day of May
one thousand nine hundred and seventy-six

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

LAND USE CONTRACT

SCHEDULE "A"

Schedule of permitted land use.

Construction of duplex buildings to zero lot line requirements on the lots identified in the drawing attached hereto so that one-half of the duplex building only shall in each case be situated on an individual lot.

Completion is to be in accordance with Schedule "L".

Provided that the final decision on approval of lots is to be made at the time a road is roughed in enabling a view of the exact location of each lot and probable access entrance.

Call.

LAND USE CONTRACT

SCHEDULE 23F

Plot Plan and Specifications:

Site Area- Varied

Yards front- 25 feet

rear- 25 feet

side- 5 feet on exterior walls of building, zero feet
on interior separation of units.

Site Coverage- Varied

Height of Building and Structures

maximum }
 }
minimum } NOT APPLICABLE

Floor space ratio

Minimum floor area- 900 square feet total floor space per unit.

Number of units- 19 duplex buildings, total of 38 units.

Plan- To be submitted to planning and building inspection
departments for architectural approval on each
individual building, prior to building inspectors
approval for issuance of permits.

all

LAND USE CONTRACT

SCHEDULE "C"

Off Street Parking:

Total area

Number of spaces-

1 covered space and one uncovered space per unit or four (4) spaces total for the duplex building.

Size of spaces-

9 x 20 minimum

Surfacing-

Asphalt or cement

Lighting-

One outdoor light per unit.

Signs:

Access-

From fronting street

Plan-

As per submitted plans

Off Street Loading:

Total area)

Size of area)

Location)

Surfacing)

Lighting)

Signs)

Access)

Plan)

NOT APPLICABLE

OK

LAND USE CONTRACT

SCHEDULE "D"

Signs:

Number)

Types)

Location)

Design)

Size)

Plan)

NOT APPLICABLE

Buildings & Structures:

Plans

Specifications - To be submitted for approval by stages
of development.

Landscaping, Surface Treatment, Fences and Screens:

Plans

Specifications - To specification of applicable District
of Mission By-Laws.

CRK

LAND USE CONTRACT

SCHEDULE "B"

Utilities:

Water

Each unit shall have individual connections that shall be installed in the same manner and on the same conditions as if they had been installed as part of the subdivision on which they are located.

Sewer

Gas

Telephone

Electricity

Plans

Specifications

Locations

ORU

LAND USE CONTRACT

SCHEDULE "F"

Highways, Bridges, Lanes, Walkways and Drainage:

Paving, Curbs and Gutters:

Plans-

Specifications-

The paving and curbs and gutters shall be adjusted and constructed in the same manner and on the same conditions as if they had been installed as part of the subdivision on which they are located.

CPD

Street Lighting:

NOT APPLICABLE

Boulevards:

Plans-

Specifications-

In the event that any changes are required to those shown on the Subdivision drawings, the changes shall be made.

Sign:

Plans-

Specifications-

In the event that any changes are required to those shown on the Subdivision drawings, the changes shall be made.

CPD

Drainage:

LAND USE CONTRACT

SCHEDULE "G"

Subdivision Plans:

Parcels:

Area	}	Varied for each lot, with a minimum requirement of 8500 square feet for each individual duplex building.
Shape		
Dimensions		

Highways:

Dimensions	}	If applicable, to specifications of District of Mission Subdivision Control By-Law No. 337-1974.
Location		
Alignment		
Gradient		

ARL

LAND USE CONTRACT

SCHEDULE "H"

Parks, Public Space and Recreational Facilities:

Construction)
Location)
Size)
Development)
Furnishing)
Plans)

NOT APPLICABLE

all

LAND USE CONTRACT

SCHEDULE III

Development and Service to be provided or paid for by the

Municipality

NOT APPLICABLE

Call

LAND USE CONTRACT

SCHEDULE "J"

Works and Services to be Maintained and Operated by the Developer

Street lighting and the additional service connections
installed as referred to in Schedules "D" and "F".

Call.

LAND USE CONTRACT

SCHEDULE "K"

Performance Security:

The performance security shall be in the amount of \$10,000.00 as security for the completion by the Development ("Development Security"). The performance security shall be in the form of a letter of credit acceptable to the Municipality, provided that the Security deposit held in connection with building permits shall be considered part of the Development Security.

The Development Security shall be released within 10 days of the issuance of the last occupancy permit.

PRC

LAND USE CONTRACT

SCHEDULE "L"

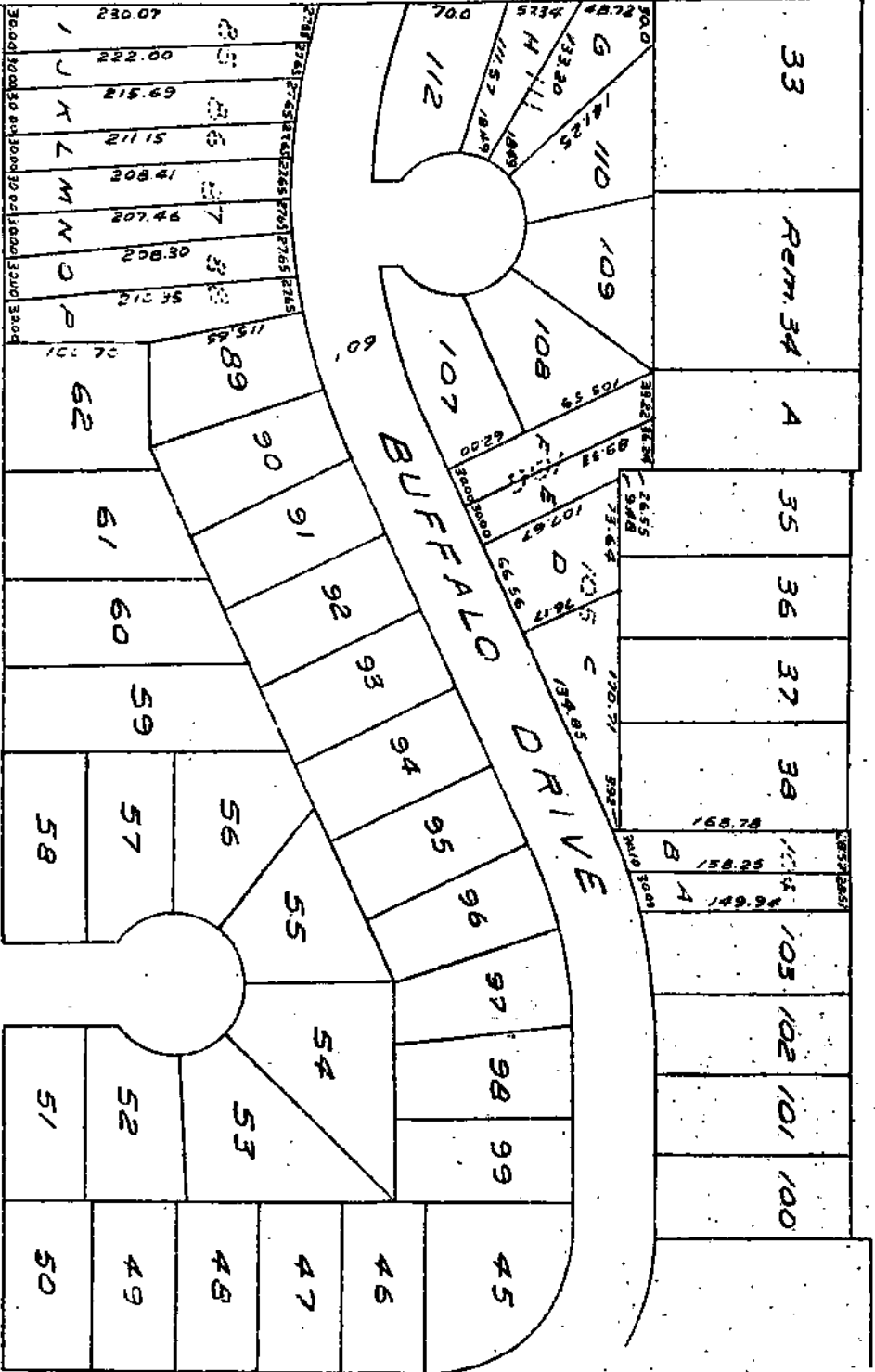
Times of Development Construction:

Construction shall commence not later than May 1st 1976, shall be substantially commenced by December 31st 1976, and shall be completed by September 30th 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.



BEST AVE.

BADGER AVE.



BOBCAT ST.

