

Contract No.: 378-1974  
 Subject Property: 7581 Cedar Street  
 OCP Designation: Urban Compact - Multiple Family



DISTRICT OF MISSION

BY-LAW NO. 378 - 1974

A By-Law to authorize the Council to enter into a Land Use Contract with Cedarwood Industries Limited.

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

AND WHEREAS the Council has, by "Development Area No. 15 By-Law No. 155 - 1972", declared the following described land to be a Development Area:

The total RE-1 and RT-1 areas located in the NE $\frac{1}{4}$  of Section 17, NE $\frac{1}{4}$  Section 18, SE $\frac{1}{4}$  Section 19, NW $\frac{1}{4}$  Section 19, Section 20, Section 21, SE $\frac{1}{4}$  Section 28, SW $\frac{1}{4}$  Section 28, SE $\frac{1}{4}$  Section 29, SW $\frac{1}{4}$  Section 29, D.L.1, Group 3, D.L. 4, Group 3, D.L. 165, Group 1, in Township 17, N.W.D.

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 21 suite apartment Building within the said Development Area:

AND WHEREAS a Public Hearing was held on the 16th December, 1974, 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. 378 - 1974.
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 Cedarwood Industries Ltd., for the construction of a 21 suite apartment Building upon Land known and described as:  
  
Lot 32 South East Quarter Section 20, Township 17,  
Plan 24831, New Westminster District.  
  
Located South of 7th Avenue and West of Cedar Valley Road,
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 16th day of December 1974.

READ A SECOND TIME this 6th day of January, 1975.

READ A THIRD TIME this 6th day of January, 1975.

RECONSIDERED AND FINALLY ADOPTED this 20th day of January, 1975.

  
\_\_\_\_\_  
(MAYOR)

  
\_\_\_\_\_  
(CLERK)

I HEREBY CERTIFY the foregoing to be a true and correct copy of "Mission District Land Use Contract By-Law No. 378 - 1974".

  
\_\_\_\_\_  
(CLERK)

DISTRICT OF MISSION

BY-LAW NO. 378 - 1974

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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 $\frac{1}{2}$  of Section 17, NE $\frac{1}{4}$  Section 18, SE $\frac{1}{4}$  Section 19, NE $\frac{1}{4}$  Section 19, Section 20, Section 21, SE $\frac{1}{4}$  Section 28, SW $\frac{1}{4}$  Section 28, SE $\frac{1}{4}$  Section 29, SW $\frac{1}{4}$  Section 29, D.L.1, Group 3, D.L. 4, Group 3, D.L. 165, Group 1, in Township 17, N.W.D.

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

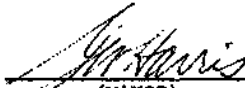
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Lot 32 South East Quarter Section 20, Township 17,  
Plan 24831, New Westminster District.  
  
Located South of 7th Avenue and West of Cedar Valley Road,
3. The Land Use Contract shall be in the form and manner set forth in Schedule "A" to this By-Law.
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.

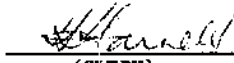
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\_\_\_\_\_  
(MAYOR)

  
\_\_\_\_\_  
(CLERK)

I HEREBY CERTIFY the foregoing to be a true and correct copy of "Mission District Land Use Contract By-Law No. 378 - 1974".

  
\_\_\_\_\_  
(CLERK)

L 94701

Nov 5 09 32 '75  
LAND REGISTRY OFFICE  
NEW WESTMINSTER, B.C.

LAND USE CONTRACT

THIS CONTRACT is dated the 29 day of October, 1975.

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:

CEDARWOOD INDUSTRIES LIMITED  
7331 JAMES STREET  
MISSION, B.C.

(hereinafter called "THE DEVELOPER")

OF THE SECOND PART

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

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

AND WHEREAS the Developer has presented to the Municipality a scheme for use and development of the within described lands and 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 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:

O 2E 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 32, SOUTH EAST QUARTER, SECTION 20, TOWNSHIP 17, PLAN 24831 N.W.D.

(hereinafter called "THE LAND")

COMMENTS 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.

- 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 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 \$ 3,350.00 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.

BINDING 20. 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 16th day of DECEMBER, A.D. 1974.

This agreement was approved on the 20th day of January, A.D. 1975 by By-Law No. 378-1974.

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

[Signature] MAYOR. [Signature] DEPUTY CLERK.

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

Name Address Occupation

The Corporate Seal of Cedarwood Industries Limited was affixed in the presence of [Signature] pres.



ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 29 day of October 1971, at Mission, in the Province of British Columbia,

(whose identity has been proved by the evidence on oath of A. Kulus,

who is) personally known to me, appeared before me and acknowledged to me that he is the

of Cedarwood Industries, and that he is the person who subscribed his name to the annexed instrument as Pres

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 and Seal of Office, at

Mission in the Province of British Columbia, this 29 day of October one thousand nine hundred and seventy-five.

[Signature]

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, 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.

Dobell, Rands & Company  
73118 James Street  
Mission, B.C.  
- V2V 3V5

No. of this certificate 471120

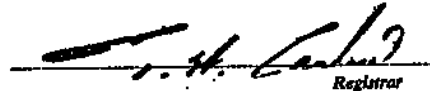


LAND REGISTRY ACT  
(Section 252)

**CERTIFICATE OF ENCUMBRANCES**

LAND REGISTRY OFFICE, NEW WESTMINSTER, BRITISH COLUMBIA.

THIS IS TO CERTIFY that, at 10 a.m./3 p.m. on APR 25 1975, 19\_\_\_\_, the state of the title to the land described on the copy certificate of title set out on the reverse side hereof, which certificate of title contains no endorsement on the back thereof nor any transfer of land therefrom, is as herein and on the said copy stated.

  
Registrar

JUDGMENTS:

*nil*

PENDING APPLICATIONS RECEIVED:

*nil*

**NOTATIONS**

1. With reference to the judgment application(s) (if any) referred to herein, attention is called to the similarity of names of the judgment debtor(s) and the registered owner(s) appearing herein, and as there is no conclusive evidence on file in this office as to the identity of the judgment debtor(s), the applicant must satisfy himself on the question of identity.
2. This certificate is to be read subject to the provisions of section 38 (1) of the *Land Registry Act* and may be affected by the *Land Act Amendment Act, 1961* (see S.B.C. 1970, chapter 17).

**ABBREVIATIONS**

CML=Claim of mechanics' lien.  
CVT=Caveat.  
E=Easement.  
J=Judgment.  
L=Lease.

LP=Liis pendens.  
M=Mortgage.  
OP=Option to purchase.  
RC=Restrictive covenant.  
RFR=Right of first refusal.

RP=Right to purchase.  
RW=Right-of-way.  
SRP=Subright to purchase.  
TSN=Tax Sale Notice.  
U=Undersurface rights.

To:



Register Vol. \_\_\_\_\_  
From Title No. 689164E

LAND REGISTRY ACT  
(FORM F, SECTION 143)

# CERTIFICATE OF INDEFEASIBLE TITLE

Land Registry Office, New Westminster, British Columbia.

It is to certify that the undermentioned registered owner in fee-simple is absolutely and indefeasibly entitled in fee-simple, subject to such charges, liens, and interests as are notified by endorsement hereon, and subject to the conditions, exceptions, and reservations set out hereon, to the land situated in the Province of British Columbia, and more particularly described below.

Registered owner in fee-simple: Application for registration received June 11th, 1973

MISSION ELECTRIC LTD.  
P.O. Box 846, Mission, British Columbia

Description of land: (See back hereof for transfers (if any) of the land or a part thereof).

Municipality of Mission

Lot 32 of the South East Quarter of Section 20 Township 17  
Plan 24831 New Westminster District

### CHARGES, LIENS, AND INTERESTS\*

Nature of Charge; Number; Date and Time of Application	Registered Owner of Charge	Remarks
R.P. K57850 14/5/74 10:38	Norman Griesen & Dorothy Griesen - joint tenants	ASSIGNED TO R.P. L12094
OP. K97066 26.8.74 11:46	Cedarwood Industries Ltd.	MODIFIED BY OP. K119859
OP. K119859 26.11.74 14:25		MODIFICATION OF OP. K97066
R.P. L12094 24.2.75 14:35	CEARWOOD INDUSTRIES LTD.	ASSIGNMENT OF R.P. K57850

In witness whereof I have hereunto set my hand and the seal of my office aforesaid, this 21st day of

June 1973

*[Signature]*  
Registrar.

\* unless otherwise indicated in "Remarks" column. See back hereof for abbreviations, etc.

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>
CEDARWOOD INDUSTRIES LTD.		Corporate body	Owner of a
	Sta. 317, 713 Columbia St.,		Right to
	New Westminster, B.C.		Purchase



LAND USE CONTRACT

CONSENT

KNOW ALL MEN BY THESE PRESENTS that CEDARWOOD INDUSTRIES LTD., a corporate body with registered offices at Ste. 317, 713 Columbia Street, in the City of New Westminster, in the Province of British Columbia, being the holder of a charge by way of a Right to Purchase registered at the Land Registry Office at New Westminster, British Columbia, under No. L 12094 against all and singular that certain parcel or tract of land and premises being in the Municipality of Mission, in the Province of British Columbia, and known and described as:

Lot Thirty-two (32) of the South East Quarter of Section Twenty (20), Township Seventeen (17), Plan 24831, New Westminster District,

in consideration of the sum of One (\$1.00) Dollar hereby agrees and consents to the registration of a Land Use Contract made between Cedarwood Industries Ltd. and the District of Mission dated the 27 day of Oct, 1975 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.

DATED this 27 day of October A.D. 1975.

The Corporate Seal of CEDARWOOD INDUSTRIES )  
LTD. was hereunto affixed by the hands )  
of its proper officer in the presence of: )

  
Pres.

LAND USE CONTRACT

SCHEDULE "A"

Schedule of permitted land use.

Erection of a 21 unit condominium strata complex containing  
17 - 2 bedroom units and 4 - 1 bedroom units

To schedule "L"

LAND USE CONTRACT

SCHEDULE "E"

Plot Plan and Specifications:

Site Area 20,874 square feet

Yards front 27 feet

rear 48 feet

side exterior 25 feet  
interior 20.6 feet

Site Coverage 7440 square feet

Height of Building and Structures As shown schedule "D"

maximum 26 feet from 1st floor at elevation 243 feet

minimum To National Building Code

Floor space ratio Residential area not to exceed .6 times  
the lot area.

Minimum floor area 2 bedroom units - 924 sq. ft. and 930 sq. ft.  
1 bedroom units - 672 sq. ft.

Number of units 17 - two bedroom units  
4 - one bedroom units

Plan As per plans set out in Schedule "D"

LAND USE CONTRACT

SCHEDULE "C"

Off Street Parking:

Total area- 21 underground spaces)  
                  11 outdoor spaces    } 10,560 square feet  
Number of Spaces 32 spaces

Size of Spaces 9' x 20'

Surfacing Asphalt or concrete

Lighting Flood lighting to Hydro specifications

Signs Nil

Access From Cedar Valley Road

Plan As sheets A2 and A3 of the drawings.

Off Street Loading:

Total area  
  NOT APPLICABLE

Size of Area

Location

Surfacing

Lighting

Signs

Access

Plan

LAND USE CONTRACT

SCHEDULE "B"

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

Number

Types

Location

Design

Size

Plan

Buildings & Structures:

Plans As submitted by Nofle Design Group Ltd - Project 7-75  
Sheets A1 to A12  
Sheets S1 to S3  
Sheets E1 to E3  
Sheets M1 to M2

Bench mark elevation 255.94 feet from fire hydrant (arrow nut)  
located corner 7th Avenue and Cedar Street. Maximum height  
to be 18 feet above present road grade on 7th Avenue with  
grade elevation at 252.1 feet.

Specifications

Landscaping, Surface Treatment, Fences and Screens:

Plans As per sheet A-2

Specifications- To be maintained in a neat and tidy manner with  
materials being used as shown on the landscape plan submitted.  
On site grading at property lines, allowing for future regrading  
of intersection 7th Avenue and Cedar Street of approximately  
4 feet, to be graded to conform to District of Mission Subdivision  
Control By-Law No. 337-1974.  
To be maintained for a period of one year.  
Grading at property lines abutting private property to be unchanged  
except as agreed with the adjoining owner

LAND USE CONTRACT

SCHEDULE "E"

Utilities:

Water To be connected to existing system on Cedar Street  
at cost of Developer

Sewer To be connected to sewer on Cedar Street  
being extended by the Developer in accordance  
with requirements of District of Mission

Gas Subdivision Control By-Law

Telephone

Electricity Underground service from pole on street, at  
location approved by British Columbia Hydro  
& Power Authority.

Plans

Specifications

Locations



LAND USE CONTRACT

SCHEDULE 'F'

Highways, Bridges, Lanes, Walkways, and Drainage:

In lieu of construction of concrete curb and gutter,  
**Plans** a deposit of \$1500.00 shall be made, to be held by  
the Municipality for that purpose until the intersection  
can be regraded.

**Specifications-** Cedar Street shall be reconstructed as a paved  
street, 24 feet wide from 7th Avenue to 6th  
Avenue in accordance with District of Mission  
Control By-Law.

Street Lighting: Lights at entrance and parking area to  
**Plans** British Columbia Hydro & Power Authority  
specifications.

**Specifications**

Streets: To be kept in a neat and tidy manner for a  
**Plans** period of one (1) year.

**Specifications**

Signs:

**Plans**

**Specifications**

Drainage: Shall be improved by the addition of a manhole  
located approximately 10 feet south of the  
existing catchbasin.  
Invert 224.41 feet and additional catchbasins  
constructed on the west side of Cedar Street  
located in the vicinity of the entrance to the  
proposed building.

LAND USE CONTRACT

SCHEDULE "G"

Subdivision Plans:

Parcels:

NOT APPLICABLE

Area

Shape

Dimensions

Highways:

Dimensions

Location

Alignment

Gradient

LAND USE CONTRACT

SCHEDULE "H"

Parks, Public Space and Recreational Facilities:

Construction

NOT APPLICABLE

Location

Size

Development

Furnishing

Plans

LAND USE CONTRACT

SCHEDULE "I"

Development and Service to be provided or paid for by the

Municipality

NONE

LAND USE CONTRACT

SCHEDULE "J"

Works and Services to be Maintained and Operated by the Developer

All services located upon the legally described parcel  
on Page 2 of this contract.

LAND USE CONTRACT

SCHEDULE "K"

<u>Performance Security:</u>	<u>Amount:</u>
Performance Bond:	\$8000.00
Mortgage:	
Certified Choque:	
Other:	Shall be performance security for the 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:

1 building comprising a total  
of 21 strata title units, and  
items as in this contract stipulated.

November 30, 1976

Construction shall commence not later than November 30, 1975 and shall be completed by November 30, 1976 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 conditions or 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.