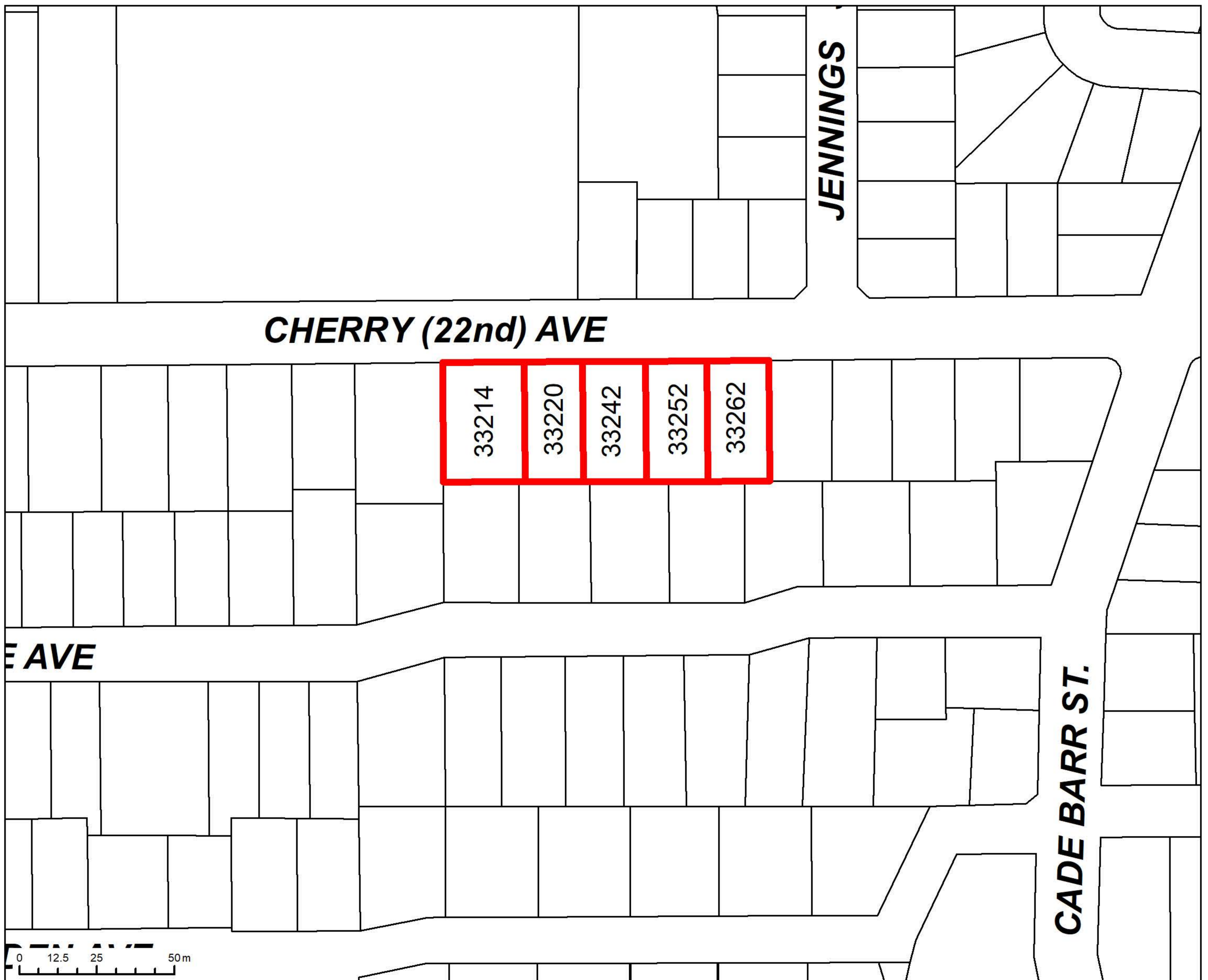


Contract No.: 610-1977

Subject Property: 33214, 33220, 33242, 33252 & 33262 Cherry Avenue

OCP Designation: Urban Residential



DISTRICT OF MISSION

BY-LAW NO. 610 - 1977

A By-law to authorize the Council to enter into a Land Use Contract with Mr. Arthur Leslie Carter and Mr. George Richard Myall.

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 develop a 3 lot, single family residential subdivision.

AND WHEREAS a Public Hearing was held on the 3rd day of Aug, 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. 610 - 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 Mr. Arthur Leslie Carter and Mr. George Richard Myall to develop a 3 lot, single family residential subdivision on land known and described as:-


Lot 259, South East Quarter, Section 28, Township 17, Plan 44730, N.W.D.
3. The Mayor and the Clerk of the District of Mission are hereby authorized to sign, seal and deliver a Land Use Contract on behalf of the District of Mission, and to apply the Corporate Seal of the District of Mission thereto.

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

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

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

RECONSIDERED AND FINALLY ADOPTED this 6th day of September, 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. 610 -
1977".



CLERK

DISTRICT OF MISSION

BY-LAW NO. 610 - 1977

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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
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Development Area No. 16 By-law No. 156 - 1972
Development Area No. 17 By-law No. 159 - 1972
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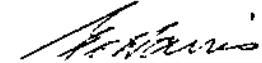
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CLERK

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to be a true and correct copy
of "District of Mission Land
Use Contract By-law No. 610 -
1977".



CLERK

Date Sept 21 1977 Nature of Interest L.O.O.
 Declared value \$ _____ Disposition of C/P _____
 Please merge _____ Applicant _____
 as Solicitor/Agent

Tel. No. 462-9522

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

LAND USE CONTRACT No. 63

THIS CONTRACT is dated the 6th day of September, 1977.

BETWEEN:-

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

(hereinafter called "THE MUNICIPALITY")

OF THE FIRST PART

AND: ARTHUR LESLIE CARTER 7688 JUNIPER STREET MISSION, B.C. AND GEORGE RICHARD MYALL 7468 LEE STREET 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;

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:

INITIAL


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 259, South East Quarter, Section 28, Township 17, Plan 44730, 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.

INITIAL
[Handwritten initials]

- 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.

INITIAL
[Handwritten initials]

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-

12. No land shall be subdivided except in compliance with and according to the plans and specifications set out in Schedule "G" hereto.

DIVISION

PAYMENT

13. Except as specifically provided in Schedule "I" hereto, the entire cost of the development of the land including the provision of all works and services (including Municipal Inspection fees) and the provision and construction of the items set out in paragraphs 6 to 11 hereof shall be paid for by the Developer.

OWNERSHIP

14. All works and services, save and except gas and electricity, buildings, structures, pipes and fixtures and development constructed, placed or carried out upon property that is now, or by this contract becomes vested in the Municipality or located upon highways dedicated or required to be dedicated, or upon rights-of-way granted or required to be granted shall, upon acceptance by the Municipality in writing, become the property of the Municipality free and clear of any claim by the Developer or any person claiming through the Developer and the Developer shall save harmless the Municipality from any such claim.

MAINTENANCE

15. Except as provided in Schedule "J" hereto, the Municipality shall, from the date of acceptance, become solely responsible for the operation, upkeep and maintenance of any works and services and any building, structure, pipes and fixtures of development accepted by it pursuant to paragraph 14 hereof, but nothing herein contained shall be deemed to or require the Municipality to operate, maintain or repair such works and services, buildings, structures, pipes and fixtures or development in any manner or to any extent different from its obligations in relation to similar works, services, buildings, structures, pipes, fixtures or developments constructed by it out of its general Municipal funds.

INITIAL
[Handwritten initials]

SCHEDULE

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

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 \$ 5,000.00 to the Municipality for the Municipality's own use absolutely which amount or any part thereof is not refundable.

17C. In the event of breach by the Developer of any of the terms of this contract continuing after 60 days notice thereof has been given by the Municipality to the Developer by prepaid post to the address of the Developer as shown in this contract the Municipality may at its option cancel this contract and any monies paid by the Developer to the Municipality shall be forfeited and the Developer agrees to execute such documents and do such things whatsoever necessary to cancel this contract and its registration at the appropriate Land Registry Office.

REGISTRATION

18. This agreement shall be construed as running with the land and shall be registered in the Land Registry Office by the Municipality pursuant to the provisions of Section 702A (4) of the "Municipal Act".

INTERPRETATION

19. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

BY-LAWS

20. All references to a by-law mean a By-law of the Municipality (whether or not so stated herein). All by-laws referred to, or applicable in this contract, shall be the most recent by-law enacted, with the most recent amendments thereto, effective on the date of the public hearing for this Land Use Contract.

INITIAL


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.

DR NGS

21. The drawings (if any) referred to on Schedule "A" of this contract (herein referred to as the Drawings) shall form part of this contract as if embodied herein; additional and/or working drawings shall also form part of this contract if approved by the Municipality.

Wherever and whenever works and services are required to be constructed to Municipal requirements or reference is made to engineering drawings they shall be prepared by a Professional Engineer registered to practise in British Columbia; the said drawings shall be submitted by the Developer for approval by the Municipality as if they were being submitted in accordance with the requirements of the Municipal Subdivision Control By-law.

B.L.I.N.G

22. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

A public hearing on this agreement was held on 3rd day of August, A.D. 1977;

This agreement was approved on the 6th day of September, A.D. 1977 by By-law No. 610-1977.

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

THE CORPORATE SEAL OF
THE DISTRICT OF MISSION
was affixed in the presence
of:

[Signature]
[Signature]
WALKER

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

Name G. W. WALKER
Address BARRISTER & SOLICITOR
NOTARY PUBLIC
MISSION CITY, B.C.

Occupation _____

AS TO [Signature] SIGNATURES

[Signature]
[Signature]

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 20th day of September, 1977, at MISSION in the Province of British Columbia,

(whose identity has been proved by the evidence on oath of 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 THE DISTRICT OF MISSION and affixed the seal of the 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 20th day of September, one thousand nine hundred and seventy seven.

[Handwritten signature of Rex D. Blane]

REX D. BLANE BARRISTER & SOLICITOR 7311-D JAMES STREET MISSION, B. C. V2V 3V5

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

PARK Form 208

Acknowledgment of Maker

I HEREBY CERTIFY that, on the 27th day of JULY, 1977, at MISSION in the Province of British Columbia

MARTHUR LESLIE CARTER & GEORGE RICHARD MYALL (whose identity has been proved by the evidence on oath of [redacted]), who is personally known to me, appeared before me and acknowledged to me that THEY ARE the person S mentioned in the annexed instrument as the maker S thereof, and whose name S ARE subscribed thereto as parties that THEY know the contents thereof, and that THEY executed the same voluntarily, and ARE of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at MISSION in the Province of British Columbia, this 27th day of JULY 1977

[Handwritten signature of G. W. Walker] G. W. WALKER BARRISTER & SOLICITOR A Notary Public in and for the Province of British Columbia. A Commissioner for taking Affidavits for British Columbia. MISSION CITY, B. C.

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

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>
FRASER VALLEY CREDIT UNION	33181 AND AVE., MISSION, B.C.		MTG M31143 REGISTERED DATED 13.4.76 13:26.

LAND USE CONTRACT

CONSENT

KNOW ALL MEN BY THESE PRESENTS that, _____

FRASER VALLEY CREDIT UNION
of 33181 2ND AVENUE, MISSION, B.C.
being the holder of a charge by way of FIRST MORTGAGE
registered at the Land Registry Office at NEAR WESTMINSTER,
B.C. under number M31143

against all and singular that certain parcel of tract of land and
premises being in the DISTRICT
of MISSION, in the Province of
British Columbia and known and described as _____

LOT 259 OF S.E. 1/4, OF SEC 28, TWP 17,
PLAN 44730, N.W.D.

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 _____

DISTRICT OF MISSION
dated the 2 day of JULY A.D. 1977.

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 _____

W.H. Crowther,
Branch Manager.

H. Biddlecombe,
Operations Manager.

LAND USE CONTRACT NO. 63

SCHEDULE "A"

Schedule of Permitted Land Use.

The subdivision of the Land into 4 lots for the purpose of constructing single family residential buildings; hereinafter sometimes referred to as the Development.

LAND USE CONTRACT NO.63

SCHEDULE "B"

Plot Plan and Specifications:

Site Area As shown on Schedule "G"
Yards front 25 feet minimum setback
rear 25 feet minimum setbacks
side 5 feet minimum setbacks
Site Coverage All buildings not to exceed a total of 40% lot coverage.

Height of Building and Structures

Maximum 35 feet
Minimum

Floor Space Ratio

Minimum Floor Area 900 square feet

Number of Units one per lot

Plan

SCHEDULE "C"

Off Street Parking:

Total area	
Number of Spaces	Minimum of one space per lot.
Size of Spaces	Minimum of 9' x 20'
Surfacing	Asphalt or concrete
Lighting	
Signs	
Access	
Plan	

Off Street Loading:

Total area	
Size of Area	Not Applicable
Location	
Surfacing	
Lighting	
Signs	
Access	
Plan	

LAND USE CONTRACT NO.63

SCHEDULE "D"

Signs:

Number

Types

Location

Design

Size

Plan

Not Applicable

Buildings & Structures:

Plans Plans for all buildings shall be submitted to the Municipality not less than 60 days prior to the request for building permits.

Specifications It is the intent of this Contract that the housing to be constructed shall create a streetscape, varied to the extent that not more than two residential units sited side by side will be of the same floor plan and elevation, or exterior material or color.

Landscaping, surface Treatment, Fences and Screens:

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

Specifications Site grading shall be shown on the Engineering drawings to be submitted in connection with Schedules E & F to conform to the usual CMHC requirements for surface drainage, so that maximum slope of cuts or fills shall not exceed 1 vertical to 3 horizontal and so that driveway grades shall not exceed 15 percent as specified in the Subdivision Control By-Law. Topsoil to be replaced after clearing and grading.

SCHEDULE "E"

Utilities:

- Water:** A fire hydrant and service connections for each lot shall be installed by the Municipality at the cost of the Developer. (one hydrant total)
- Sewer:** Sewer to be extended as required. The lot designated as No. 4 on the plan included on schedule G shall be serviced by septic tank and a conventional effluent ground disposal system, it being understood and agreed that the Municipality does not warrant or imply that the Provincial Public Health Inspector will issue a permit for ground disposal of sewage effluent in respect of said lot.
- Gas:** As required by BCHPA
- Telephone:** Underground by dip service to the requirements of B.C. Telephone unless otherwise required by Resolution of Council on the recommendation of the Municipal Engineer
- Electricity:** Underground by dip service to the requirements of BCHPA unless otherwise required by Resolution of Council on the recommendation of the Municipal Engineer
- Specifications:** All works to conform to the Subdivision Control By-law No. 337-1974.
- Drawings:** Engineering drawings to be submitted for approval

LAND USE CONTRACT

SCHEDULE "F"

Highways, Bridges, Lanes, Walkways and Drainage:

Paving, Curbs and Gutters:

An 8 foot wide gravelled shoulder including gravel base to the Subdivision Control By-Law requirements shall be constructed on the north side of the existing paving on Cherry Avenue.

Street Lighting:

One streetlight shall be installed on a BCPA pole.

Boulevards:

Grading on Cherry Avenue on road allowance between the lands and the existing paving shall be completed to conform to Subdivision Control By-Law requirements.

Signs:

Not applicable

Drainage:

A piped drainage system shall be installed on Cherry Avenue, across the frontage of the three eastern lots, including catchbasins, wyes for future catchbasins, manholes and appurtenances;

Specifications:

All work shall conform to the Municipal Subdivision Control By-Law 337-1974.

Drawings:

Engineering drawings to be submitted for approval.

LAND USE CONTRACT NO. 63

SCHEDULE "C"

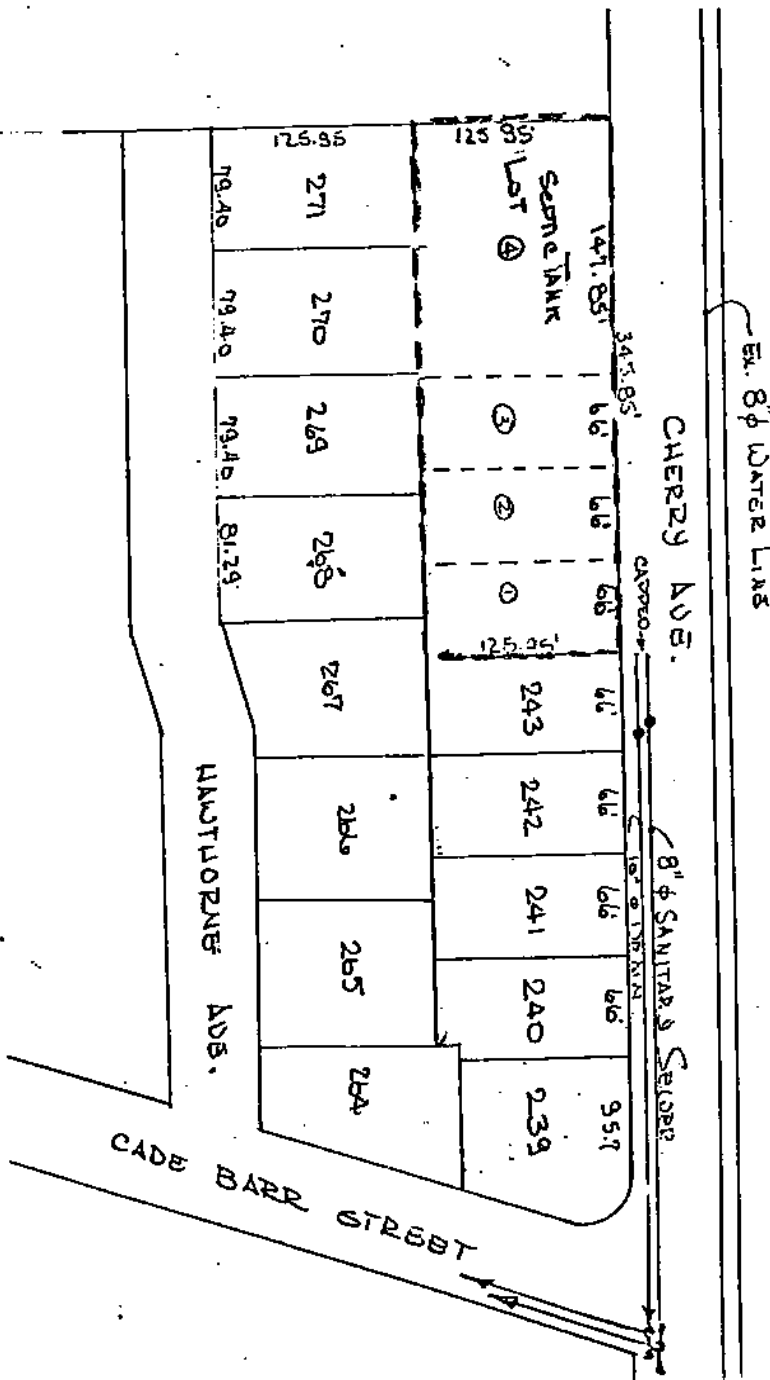
Subdivision Plans:

Parcels:

Area 1 acre
Shape As attached
Dimensions As attached

Highways:

Dimensions
Location
Alignment
Gradient



LAND USE CONTRACT NO. 63

SCHEDULE "H"

Parks, Public Space and Recreational Facilities:

Construction

Location

Size

Not Applicable

Development

Furnishing

Plans

LAND USE CONTRACT

SCHEDULE "I"

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

The sum of \$1250, the impost fee for one lot, shall be used to augment the cost of the light and fire hydrant required.

LAND USE CONTRACT NO. 63

SCHEDULE "J"

Works and services to be Maintained by the Developer

For a period of 24 months (the guarantee period) after their acceptance by the Municipality, the Developer shall maintain those works and services that he has constructed either on the Land or upon the existing highways that have become the property of the Municipality; the manner and extent of such maintenance shall be as provided by the Municipal Subdivision By-law.

LAND USE CONTRACT NO. 63

SCHEDULE "K"

Performance Security:

The performance security shall be a letter of credit in a form acceptable to the Municipality in the amount of \$2,000 (the Development Security) for the construction of the Development plus the amount approved by the Municipal Engineer for the construction of the works and services referred to in Schedule L, (the Security Deposit).

The Development Security shall be deposited with the Municipality by the Developer not later than 7 calendar days after the adoption of the By-law authorizing this contract and prior to the time the Mayor and Clerk sign this contract on behalf of the Municipality. The Security Deposit shall be deposited with the Municipality within the time limited in Schedule L; otherwise this contract shall be at an end and the Development Security shall be forfeited, unless the Council of the Municipality by resolution extend the said time.

The letter of credit for the Security Deposit shall be reduced by 80 percent when the said works and services have been accepted by the Municipal Engineer.

One quarter of the balance (5 percent) of the Security Deposit shall be released when as constructed drawings, service record cards and the works have been accepted by the Municipal Engineer. The balance of the unused portion shall be released not later than 50 days after the end of the guarantee period.

It is understood and agreed that upon request by the Developer in writing portions of the Development Security may be considered to be the security deposit required in connection with a building permit on any lot created on the Lands; it is further understood and agreed that when a dwelling has been completed upon a lot created on the Lands and an occupancy permit issued by the Building Inspector that the portion of the Development Security shall be released to the Developer alone unless he instructs the Municipality otherwise in writing.

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

SCHEDULE "L"

Times of Construction:

The Developer shall commence construction of the works included in Schedules E and F within 90 days of being notified in writing of the signing of this Contract by the Municipality in accordance with the following schedule:

- (a) Engineering drawings to be submitted to the Municipal Engineer within 30 calendar days,
- (b) The Municipal Engineer shall review said drawings and return them to the Developer within a further 30 calendar days
- (c) The Developer shall submit to the Municipal Engineer his Engineer's estimate of the cost of the works within a further 15 days in a form and amount acceptable to the Municipal Engineer
- (d) The Developer shall submit a letter of credit in the amount of 100 percent of the Developer's estimate (or contract price) for the works as approved by the Municipal Engineer within 7 calendar days of being advised that the Developer's estimate of the cost of the work is acceptable to the Municipality.

The said works shall be completed by December 31, 1977 and the Development shall be completed by December 31, 1978 save and except that reasonable extension shall be granted from time to time due to force majeure, including but not limited to strikes, lockouts (other than by the Developer alone), unusual weather 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.



LAND REGISTRY ACT
(FORM F, SECTION 143)

Title No. ~~4311422~~

Register Vol. _____

From Title No. J118675E

CERTIFICATE OF INDEFEASIBLE TITLE

Land Registry Office, New Westminster, British Columbia.

This 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 April 13th, 1976

GEORGE RICHARD MYALL, Policeman,
7468 Lee Street, Mission, B.C.

AND _____

ARTHUR LESLIE CARTER, Policeman
7688 Juniper Street, Mission, B.C.

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

Municipality of Mission

Lot 259 of the South East Quarter of Section 28
Township 17 Plan 44730 New Westminster District

CHARGES, LIENS, AND INTERESTS*

Nature of Charge; Number; Date and Time of Application	Registered Owner of Charge	Remarks
M J16368 15.2.73 11:50	Canadian Imperial Bank of Commerce <i>Cancelled M</i>	Inter Alia 4565 23/6/76 <i>Inter Alia</i>
M M31143 13.4.76 13:26	Fraser Valley Savings Credit Union <i>Cancelled</i>	N96027 21.9.73 <i>Inter Alia</i>
LAND USE CONTRACT N98268-21.9.77 12:48	District of Mission	Municipal Act Section 702A

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

April 19, 76

W. B. B. B. B.
Deputy Registrar.

JW

* Each endorsement affects all the land described herein, unless otherwise indicated in "Remarks" column. See back hereof for abbreviations, etc.

Rec. D. Blane.
7311-D James St
Mission BC V2V 5V5

No. of this certificate 573833

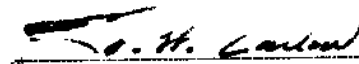


LAND REGISTRY ACT
(Section 252)

CERTIFICATE OF ENCUMBRANCES

LAND REGISTRY OFFICE, NEW WESTMINSTER, BRITISH COLUMBIA.

THIS IS TO CERTIFY that, at 10 a.m./3 p.m. on OCT 6 1977, 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=Lis 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: