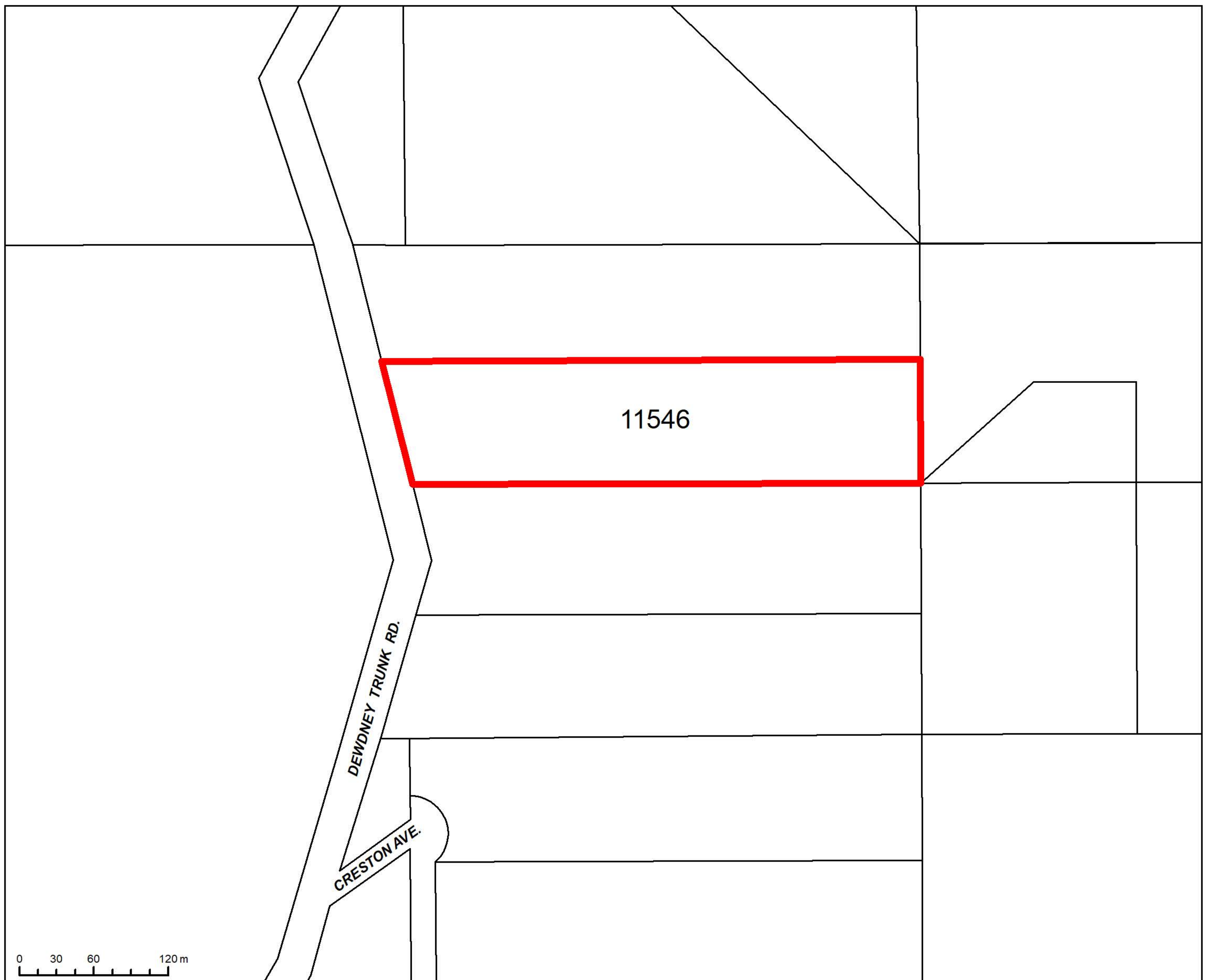


Contract No.: 714-1978

Subject Property: 11546 Dewdney Trunk Road

OCP Designation: Industrial



DISTRICT OF MISSION

BY-LAW NO. 714 - 1978

A By-Law to authorize the Council to enter into
a Land Use Contract with Mission Paving Services Co.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. 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 construct an asphalt plant and dispose of manufactured products from such plant, and to crush gravel on the following described property:-

Lot 2 of Legal Subdivision 5, of Section 16, and of Legal Subdivision 8, Section 17, Township 18, Plan 41306, New Westminster District

AND WHEREAS a Public Hearing was held on the 11th day of September, 1978, 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. 714 - 1978".
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 Mission Paving Services Co. Ltd. on the following property:-

Lot 2 of Legal Subdivision 5, of Section 16, and of Legal Subdivision 8, Section 17, Township 18, Plan 41306, New Westminster District

to construct an asphalt plant and dispose of manufactured products from such plant, and to crush gravel.

3. The Mayor and 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 apply the Corporate Seal of the District thereto.

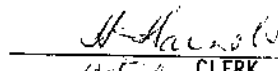
READ A FIRST TIME this 2nd day of October, 1978

READ A SECOND TIME this 2nd day of October, 1978.

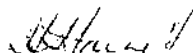
READ A THIRD TIME this 2nd day of October, 1978.

RECONSIDERED AND FINALLY ADOPTED this 16th day of October, 1978.


MAYOR


CLERK

I HEREBY CERTIFY the above to be a true and correct copy of "District of Mission Land Use Contract By-Law No. 714 - 1978".



P124131

LAND USE CONTRACT

[Handwritten scribbles]

THIS CONTRACT is dated the 16th day of October, 1978:

BETWEEN:-

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

(hereinafter called "THE MUNICIPALITY")

OF THE FIRST PART

AND: MISSION PAVING SERVICES CO. LTD.
Box 3148, Mission, 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:

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: *G.S.*

Substitute for form C

Date Dec 19 1978 Nature of Interest Land Use Contract
Declared value \$..... Disposition of BT
Please merge..... Applicant [Signature]

Tei. No. 2462-1527

as S.M. Intelligent
REX D. BUANE
7210 JAMES ST.
MISSION, B.C. V2V 5V5

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 2 of Legal Subdivision 5, of Section 10, and of Legal Subdivision 8, Section 17, Township 18, Plan 41306, 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. G. S.

- 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 public utilities and Municipal services 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 F1 and F2 hereto. *M.A.*

- 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.
- SUBDIVISION 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 works and services and (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.
- SECURITY 16. The Developer shall provide the Municipality with the security set out in Schedule K hereto to guarantee performance hereto.

M.L.

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 \$ 500.00 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. *M.A.*

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.

DRAWINGS

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.

3768-2005-3143(196)

RC 05/156

21 A. This land use contract may be amended in the future by mutual agreement of the parties, provided that the amendment does not affect the density or use of the property included in this land use contract

This agreement was approved on the 16th day of October, A.D. 1978 by By-Law No. 714-1978.

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] Mayor
Donald F. West Clerk

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

Name M. [Signature]
Address 7744 HURD ST
MISSION B.C.
Occupation _____

Mission Paving Services Co. Ltd.

[Signature]
PRES

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 15th day of December, 1978, at Mission, in the Province of British Columbia, Dennis F. West (whose identity has been proved by the evidence on oath of [signature], 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 District and affixed the seal of the District 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 15th day of December one thousand nine hundred and seventy eight.

[Signature]
A Notary Public in and for the Province of British Columbia.

A Commissioner for taking affidavits within British Columbia.

AFFIDAVIT OF WITNESS [Signature]

Province of British Columbia

To Wit:

I, [blank] of the [blank], 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 [blank] the part thereto, for the purposes named therein
- 2. The said instrument was executed at [blank]
- 3. I know the said part [blank], and that [blank] 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 [blank] in the Province of British Columbia, this [blank] day of [blank], 19 [blank]

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

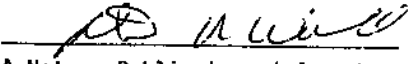
A Commissioner for taking Affidavits within British Columbia.

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 16 day of May, 1978,
at Maple Ridge, in the Province of British Columbia,

~~(whose identity has been proved by the evidence~~
on oath of Mike Stolan, who is) personally known to me,
appeared before me and acknowledged to me that he is the President
of Mission Parking Service Co., and that he is the person who subscribed his name
to the annexed instrument as President of the said
Mission Parking Services Co. LTD and affixed the seal of the 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 Maple Ridge
in the Province of British
Columbia, this 16 day of
May one thousand nine
hundred and seventy-eight.


A Notary Public in and for the
Province of British Columbia.
A Commissioner for taking
affidavits within British Columbia.
D. A. W. 11333

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

CONSENT

KNOW ALL MEN BY THESE PRESENTS that, _____

of _____

being the holder of a charge by way of _____

registered at the Land Registry Office at _____

_____ under number _____

against all and singular that certain parcel of tract of land and premises
being in the _____

of _____, in the Province of British

Columbia and known and described as _____

in consideration of the sum of ONE DOLLAR (\$1.00) hereby agrees and
consents to the registration of a Land Use Contract made between the
registered owner of the said lands and the _____

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

against the aforementioned lands in priority to the said charge in the
same manner and to the same effect as if it had been dated and registered
prior to the said charge.

SIGNED, SEALED AND DELIVERED at)

_____)
British Columbia, this _____

day of _____ 19 _____

in the presence of:

Name _____

Address _____

_____)
Occupation _____

LAND USE CONTRACT

SCHEDULE "A"

Schedule of permitted land use.

The construction of an asphalt plant and the disposal of manufactured products from such plant (the Development).

The crushing of gravel on the premises.

The unlimited use of motor vehicles for parking, or the transportation of such goods as may be necessary.

All machinery and vehicles are to be operated from within the hours of 6:00 a.m. to 6:00 p.m., save and except Sundays and statutory holidays. Any other hours of operation will require permission from Council for the District of Mission.

The Developer shall keep in force a soil removal permit during the duration of this contract.

It is understood and agreed, that upon prior notice from the Municipality not less than 24 hours in advance, trucks owned by the Municipality or working for the Municipality shall be given priority for loading.

It is understood and agreed that a production maximum of 50,000 tons of asphalt per year will be allowed.

The mixing machine for asphalt material shall be an "Easy Mix" asphalt plant - Model CD6627, or such similar model approved by the Municipal Council.

G'S

LAND USE CONTRACT

SCHEDULE "B"

Plot Plan and Specifications:

Site Area: all buildings to be located and sited as stated below

Yards front 25 foot setback

rear 25 foot setback

side 25 foot setback

Site coverage

Height of Building and Structures

Maximum

Minimum

Floor Space Ratio

Minimum Floor Area

Number of Units

Plan: all operating machinery other than loading vehicles shall be located 300 feet from the front lot line and a distance of 100 feet from each side line.

m.s.

LAND USE CONTRACT

SCHEDULE "C"

Off Street Parking:

Total Area 2,500 square feet

Number of Spaces one space per staff member plus six parking
 spaces for the use of customers (excluding
Size of Spaces commercial trucks)

Signs

Access from Dewdney Trunk Road

Plan

Off Street Loading:

Total Area Anywhere on site

Size of Area

Location

Access

Plan

M.A.

LAND USE CONTRACT

SCHEDULE "Q"

Signs: To regulations of Municipal Sign By-law No. 451 - 1968

Number

Types

Location

Design

Size

Plan

Buildings & Structures:

Plans

Specifications

Landscaping, Surface Treatment, Fences and Screens:

Plans

Specifications

To conform to the Soil Removal permit. .
Should dust be a problem to neighbouring properties in the general
area of residential or industrial buildings, the Municipality may
require a screen of solid plant material to alleviate the situation.
Such screen to be to Municipal approval standards.

An evergreen screen (not necessarily solid) shall be located at the
front of the property for landscaping purposes.

M. S.

LAND USE CONTRACT

SCHEDULE "E"

Utilities: Not applicable

Water

Sewer

ms.

Gas

Telephone

Electricity

Plans

Specifications

Locations

LAND USE CONTRACT

SCHEDULE "F"

Highways, Bridges, Lanes, Walkways and Drainage:

Not applicable

Paving, Curbs and Gutters:

Street Lighting:

m.s.

Boulevards:

Signs:

Drainage:

LAND USE CONTRACT

SCHEDULE "G"

Subdivision Plans:

Not applicable

Parcels:

Area

Dimensions

m.s.

Highways:

Dimensions

Location

Alignment

Gradient

LAND USE CONTRACT

SCHEDULE "H"

Parks, Public Space and Recreational Facilities: Not applicable

Construction

Location

Size

Development

Furnishing

Plans

M.A.

LAND USE CONTRACT

SCHEDULE "I"

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

Not applicable

M.L.

LAND USE CONTRACT NO.

SCHEDULE "J"

Works and Services to be Maintained by the Developer

Not applicable

M.A.

LAND USE CONTRACT NO.

SCHEDULE "K"

Security:

The security to guarantee the performance of this contract shall be a letter of credit in a form acceptable to the Municipality in the amount of \$1,000.00 for the putting into operation of the Development (the Development Security).

The Development Security shall be released within 30 days of the Developer giving notice to the Municipality in writing that the development is in operation.

m. L.

LAND USE CONTRACT NO.

SCHEDULE "L"

Time For Operation

Operations shall commence within 6 months from the date of the signing of this contract. Save and except that reasonable extension may be granted by Council due to circumstances beyond the control of the Developer. The Developer shall promptly apply for such an extension when deemed necessary.

M.S.