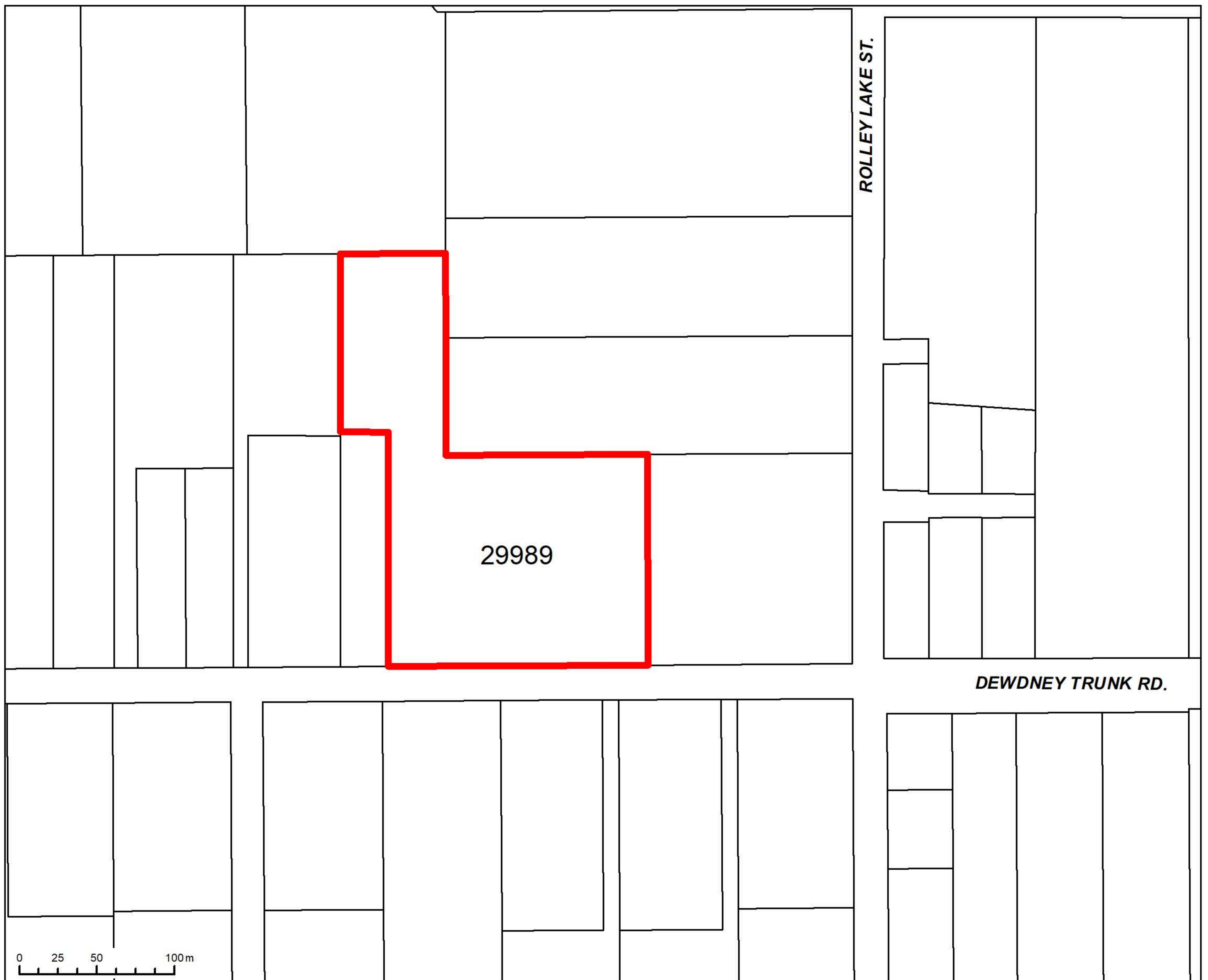


Contract No.: 515-1976

Subject Property: 29989 Dewdney Trunk Road

OCP Designation: Rural Residential



DISTRICT OF MISSION

BY-LAW NO. 515 - 1976

A By-Law to authorize the Council to enter into a Land Use Contract with Mr. Larry Walter Cowie.

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. 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 702A(3) of the Municipal Act for a Land Use Contract for the purpose of developing an auto wrecking business within the said Development Area;

AND WHEREAS a Public Hearing was held on the 3rd day of August, 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. 515 - 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 Larry Walter Cowie for the purpose of developing an auto wrecking business on land known and described as:-

Lot 25, South West Quarter Section 23, Township 15,
Plan 2929, New Westminster District.

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

READ A FIRST TIME this 7th day of September , 1976.
READ A SECOND TIME this 7th day of September , 1976.
READ A THIRD TIME this 7th day of September , 1976.

RECONSIDERED AND FINALLY ADOPTED this 20th day of September , 1976.



MAYOR



CLERK

I HEREBY CERTIFY the foregoing to be
a true and correct copy of "District
of Mission Land Use Contract By-Law
No. 515 - 1976".



CLERK

DISTRICT OF MISSION

BY-LAW NO. 515 - 1976

A By-Law to authorize the Council to enter into a Land Use Contract with Mr. Larry Walter Cowie.

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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

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of Mission Land Use Contract By-Law
No. 515 - 1976".



CLERK

5-00

Dec 1 12 37 '76

LAND USE OFFICE
NEW WESTMINSTER, B.C.

M114669

LAND USE CONTRACT

THIS CONTRACT is dated the 26th day of July, 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: LARRY WALTER COWIE and MARLENE MARY FENN COWIE
29989 Dewdney Trunk Road 29989 Dewdney Trunk Road
R.R. #1 R.R. #1
RUSKIN, B.C. RUSKIN, 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:

0195...

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.

H79054E

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 25, SW¼, Section 23, Twp 15, Plan 2929, 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.

- 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, 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 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 \$ NIL 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 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~~ ^{will be heard} on the 3rd day of August, A.D. 19 76.

This agreement was approved on the 7th day of September, A.D. 19 76 by By-Law No. 515-1976.

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 present of)

[Signature])
[Signature])
DEPUTY CLERK)

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

Name [Signature])
Address JOYCE M. POWELL)
Notary Public)
22363 LOUGHEED HWY.)
MAPLE RIDGE, B.C. V2X 2T3)

[Signature])
JOYCE M. POWELL)
Notary Public)
22363 LOUGHEED HWY.)
MAPLE RIDGE, B.C. V2X 2T3)

[Signature]
[Signature]
[Signature]

1. ...
2. ...

3. ...

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 5th day of November, 1976, at MISSION, in the Province of British Columbia, DONALD F. WEST (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 he is the DEPUTY CLERK of THE DISTRICT OF MISSION, and that he is the person who subscribed his name to the annexed instrument as DEPUTY CLERK of the said DISTRICT OF MISSION

PARK STATIONERS & PRINTERS LTD. Law and Commercial Stationers Vancouver, B.C. Form No. 208-Acknowledgment of Maker

Acknowledgment of Maker

I HEREBY CERTIFY that, on the 26th day of July, 1976, at Maple Ridge, in the Province of British Columbia

LARRY WALTER COWIE

(whose identity has been proved by the evidence on oath of [redacted])

before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Maple Ridge in the Province of British Columbia, this 26th day of July 1976.

[Signature]

For Maker

I HEREBY CERTIFY that, on the 15th day of November, 1976, at Maple Ridge, in the Province of British Columbia,

MARLENE MARY FLEMING CORRIE

(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 [redacted] is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party, that [redacted] knows the contents thereof, and that [redacted] executed the same voluntarily, and [redacted] of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Maple Ridge in the Province of British Columbia, this 15th day of November in the year of our Lord one thousand nine hundred and [redacted]

[Signature]

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

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> |
|------------------|----------------|-------------------|-------------------------|
|------------------|----------------|-------------------|-------------------------|



LAND REGISTRY ACT
(FORM F, SECTION 143)

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.

August 24th, 1976

Registered owner in fee-simple: Application for registration received _____

LARRY WALTER COWIE, Drywallier, and
MARLENE MARY FENN COWIE, Housewife,
29989 Dewdney Trunk Road, R.R. #1, Ruskin, B.C.
Joint Tenants

| | |
|--|------------------------------|
| LOCATION OF TITLE | |
| <input checked="" type="checkbox"/> IN | <input type="checkbox"/> OUT |
| _____ | |
| _____ | |
| _____ | |
| _____ | |
| DATE <u>8/11/76</u> | |

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

Municipality of Mission

Lot 25 of the South West Quarter of Section 23 Township 15
Plan 2929 New Westminster District

CHARGES, LIENS, AND INTERESTS*

| Nature of Charge; Number; Date and Time of Application | Registered Owner of Charge | Remarks |
|--|---|---|
| RW 291734C 5.10.60 3:28 | British Columbia Telephone Company | |
| M G99272 15.11.71 12:16 | Montreal Trust Company "In Trust" See 99804C and G99272 | Mortgage of RW 291734C Supplemental to 99804C Inter Alia |
| Land Use Contract L10893 19.2.73 12:45 | District of Mission* | Municipal Act Section 702A Inter Alia |
| M M14714 25.2.76 (BY44849 11:26 RD 22744) | Montreal Trust Company "In Trust" See 99804C M14714, BY44849 and RD22744 | Mortgage of RW 291734C. Supplemental to 99804C Inter Alia |
| M. M94731 5.10.76 12:55 | Bank of Montreal | |

In witness whereof I have hereunto set my hand and the seal of my office aforesaid, this 9th day of September, 19 76

B. J. A.

[Signature]
Deputy Registrar.

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

IN WITNESS WHEREOF Bank of Montreal has caused these presents to be executed by its duly authorized attorneys at Vancouver, British Columbia, this 17th day of November A.D. 1976.

SIGNED, SEALED AND DELIVERED)
in the presence of:
[Signature]
Signature

Address
M. J. O'MALLEY
5475-44th AVE.
DELTA, B.C.
CREDIT OFFICER

Occupation
A. to both signatures

[Signature]
BANK OF MONTREAL
by its attorneys

[Signature]
ASSISTANT CREDIT-MANAGER

[Signature]
CREDIT MANAGER

019529

STATUTORY DECLARATION OF ATTORNEY

LESLIE C. MILLER

GUNTHER R. MUNZEL
CREDIT MANAGER

We, ASSISTANT CREDIT MANAGER and

of the CITY of VANCOUVER

, in the Province of

British Columbia, do solemnly declare:

1. That we are the attorneys for Bank of Montreal.
2. That we are the persons who subscribed the name of Bank of Montreal in the annexed instrument as the maker thereof.
3. That at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of Bank of Montreal, and we have not received any notice or information of the bankruptcy or dissolution of Bank of Montreal.
4. That we know the contents of the said instrument and subscribed the name of the said Bank of Montreal thereto voluntarily as the free act and deed of the said Bank of Montreal.

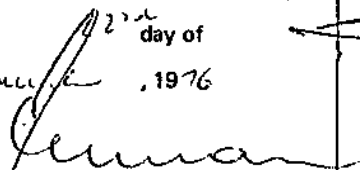
And we make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

SEVERALLY DECLARED before

me at VANCOUVER
in the Province of British Columbia,

this 22nd day of

August, 1976


 A Commissioner for taking affidavits for British Columbia.
 A Notary Public in and for the Province of British Columbia.
 MIROSLAV P. MICHAEL HERMANN

Barrister & Solicitor
 16th Floor, First Bank Tower
 595 Burrard Street
 Vancouver, Canada V7X 1K9

013870

LAND USE CONTRACT

SCHEDULE "A"

Schedule of permitted land use.

CONSTRUCTION of an automobile wrecking yard.

To be operated only during normal business hours for service to the public. 8:00 a.m. - 5:00 p.m. Monday through Saturday

Any operations taking place other than at these hours shall be done in such a manner as not to disturb the peace of the surrounding residential homes.

LAND USE CONTRACT

SCHEDULE "B"

Plot Plan and Specifications: As shown below

Site Area 455.4 X 431.2 = 4.3 acres

Yards front 75' SETBACK FOR BOARD SCREEN - FENCE FROM ROAD
~~FROM FRONT~~

rear Nil

side Nil

Site Coverage 2.65 Acres 250' x 116'

Height of Building and Structures

maximum 18'

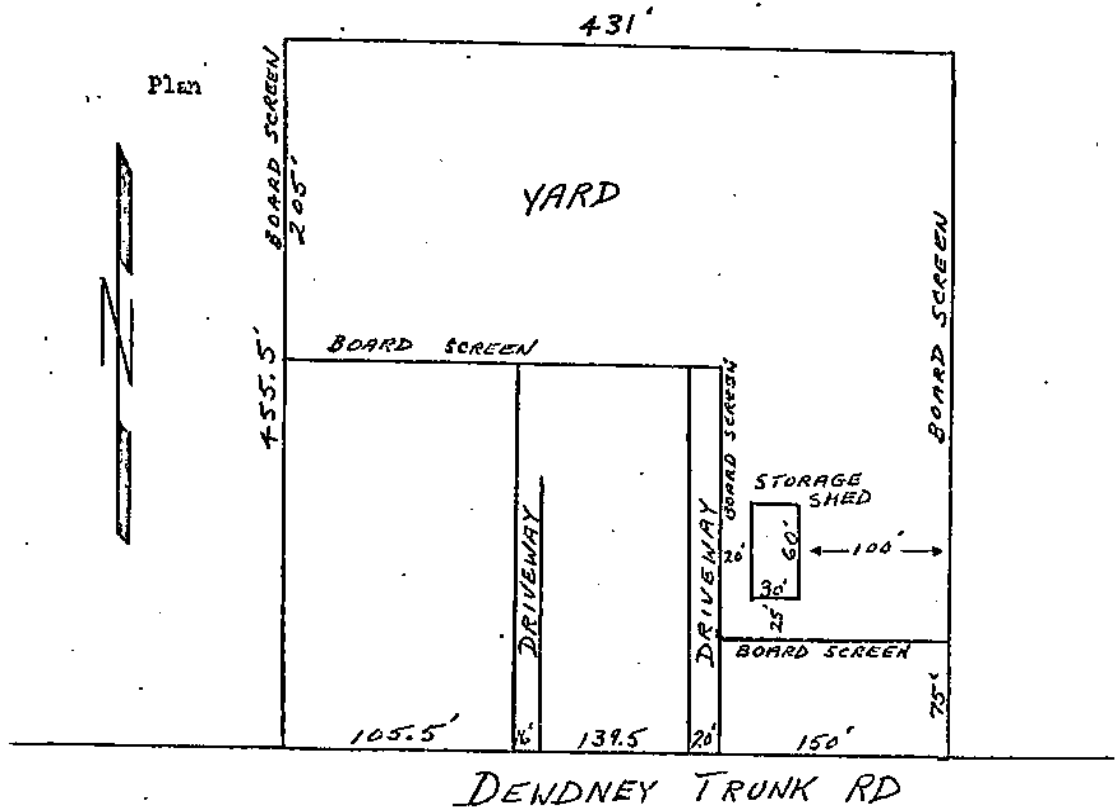
minimum

Floor space ratio

Minimum floor area

Number of units

Not Applicable



LAND USE CONTRACT

SCHEDULE #02

Off Street Parking:

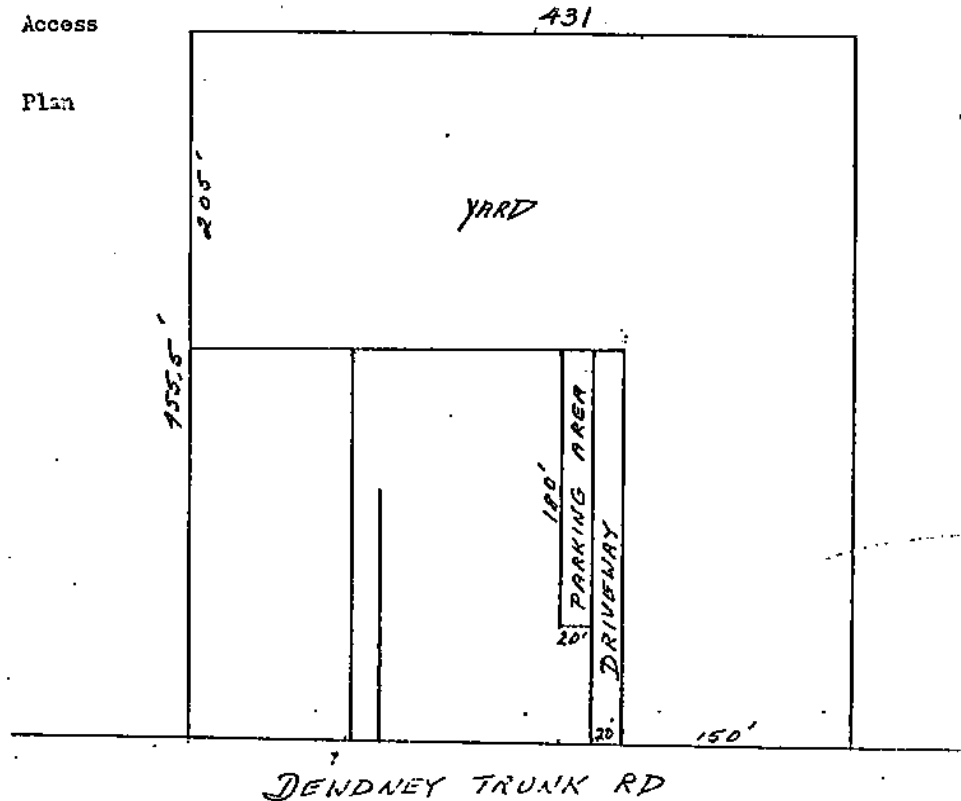
Total area 20' X 180' = 3600 square feet
Number of Spaces twenty
Size of Spaces 9' X 20'
Surfacing gravel
Lighting flood light for yard parking
Signs
Access

Plan

Off Street Loading:

Total area To be done completely within the confines
Size of Area of the auto wrecking yard.
Location
Surfacing
Lighting
Signs
Access

Plan



LAND USE CONTRACT

SCHEDULE "D"

Signs:

Number One
Types As per plans submitted and to requirements of District of Mission
Location Sign By-Law No. 451-1968
Design Located at driveway entrance
Size
Plan

Buildings & Structures:

Plans Office business shall be conducted from a room in the present house, where washroom
Specifications facilities shall be available to customers or staff during business hours only.

Landscaping, Surface Treatment, Fences and Screens:

Plans

Specifications

An 8 foot high board fence, completely solid in design with no opening other than the driveway entrance gate shall be erected on the full length of the south sides, for 190 feet running north on the west side and for 190 feet running north on the east side.

A 6 foot high board fence completely solid in design shall continue north on the west and east boundaries to the north lot line from the 8 foot fences respectively.

A second screen of existing trees on the south property line shall be left standing as a screen covering the entrance to the gate of the wrecking yard.

LAND USE CONTRACT

SCHEDULE "E"

Utilities:

Water: To serve office building

Sewer: Septic tank facility for office building

Gas:

Telephone:

Electricity:

Plans:

Specifications:

Locations:

LAND USE CONTRACT

SCHEDULE "G"

Subdivision Plans:

NOT APPLICABLE

Parcels:

Area

Shape

Dimensions

Highways:

Dimensions

Location

Alignment

Gradient

Highways, Bridges, Lanes, Walkways and Drainage:

Paving, Curbs and Gutters:

Street Lighting:

Boulevards:

Sign:

Specifications

Driveway shall be gravelled from Dewdney Trunk Road to screen fence of wrecking yard.

It shall be graded regularly and maintained in good condition.

Drainage:

LAND USE CONTRACT

SCHEDULE ONE

Parks, Public Space and Recreational Facilities:

Construction

NOT APPLICABLE

Location

Size

Development

Furnishing

Plans

LAND USE CONTRACT

SCHEDULE "B"

Development and Service to be provided or paid for by the

Municipality

NIL

LAND USE CONTRACT

SCHEDULE "J"

Works and Services to be Maintained and Operated by the Developer

Driveway and screens to be fully maintained

LAND USE CONTRACT

SCHEDULE "K"

Performance Security:

Performance Bond, Mortgage, Certified Cheque or Letter of Credit

Letter of Credit in amount of \$1000.00 shall be performance security for completion by the developer of all the requirements of this contract in form attached hereto.

LAND USE CONTRACT

SCHEDULE "L"

Times of Development Construction:

Construction shall commence not later than October 1st, 1976, shall be substantially commenced by December 31, 1976, and shall be completed by June 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.

DISTRICT OF MISSION

BY-LAW NO. 515 - 1976

A By-Law to authorize the Council
to enter into a Land Use Contract
with Mr. Larry Walter Cowie.

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;

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AND WHEREAS a Public Hearing was held on the 3rd day of August, 1976 with respect to the said application;

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

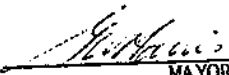
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Plan 2929, New Westminster District.

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

READ A FIRST TIME this 7th day of September , 1976.
READ A SECOND TIME this 7th day of September , 1976.
READ A THIRD TIME this 7th day of September ; 1976.

RECONSIDERED AND FINALLY ADOPTED this 20th day of September , 1976.



MAYOR



CLERK

I HEREBY CERTIFY the foregoing to be a true and correct copy of "District of Mission Land Use Contract By-Law No. 515 - 1976".



CLERK