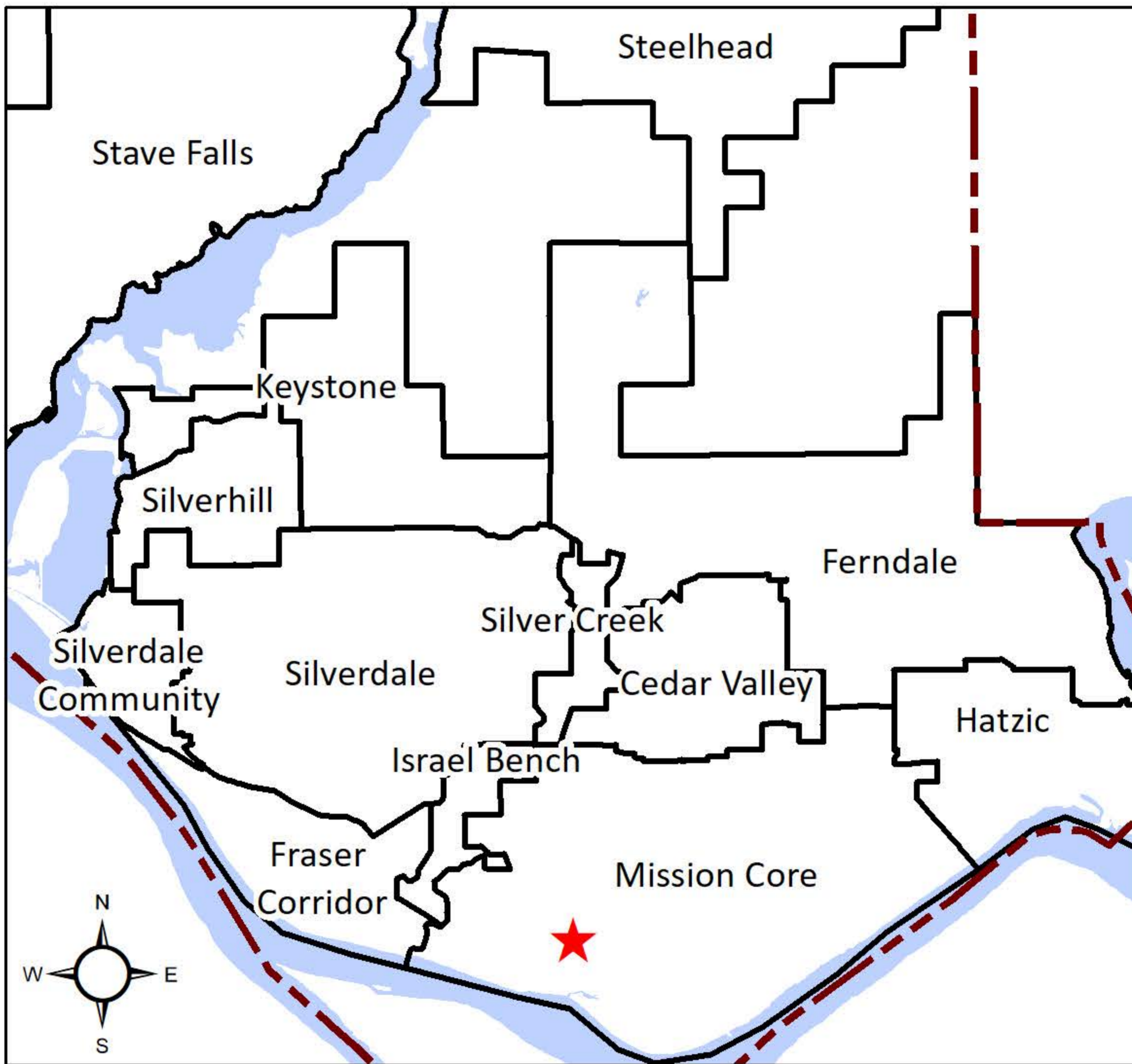


Contract No.: 631-1977

Subject Property: 7303 Hurd Street

OCP Designation: Neighbourhood Centre



DISTRICT OF MISSION

BY-LAW NO. 631 - 1977

A By-law to authorize the Council to enter into a Land Use Contract with Ronald Edward Ian Graham

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

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

"the total RS-1 and RT-1 areas located in the N $\frac{1}{2}$  of Section 17, N.E. $\frac{1}{4}$  Section 18, S.E. $\frac{1}{4}$  Section 19, N.E. $\frac{1}{4}$  Section 19, Section 20, Section 21, S.E. $\frac{1}{4}$  Section 28, S.W. $\frac{1}{4}$  Section 28, S.E. $\frac{1}{4}$  Section 29, S.W. $\frac{1}{4}$  Section 29, D.L. 1, Group 3, D.L. 4, Group 3, D.L. 165, Group 1 in Township 17."

AND WHEREAS the Council has received an application under the provisions of Section 702A (3) of the "Municipal Act" for a Land Use Contract to construct a professional medical centre:

AND WHEREAS a Public Hearing was held on the 19th of October, 1977 with respect to the said application;

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

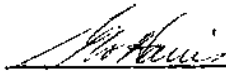
1. This By-law may be cited for all purposes as "District of Mission Land Use Contract By-law No. 631 - 1977".
2. It shall be lawful for and the Council of the District of Mission is hereby empowered to enter into a Land Use Contract with Ronald Edward Ian Graham to construct a professional medical centre on the following described lands;-  
  
Lot 273, South West Quarter, Section 20, Township 17, Plan 46389 New Westminster District.
3. The Mayor and the Clerk of the District of Mission are hereby authorized to sign, seal and deliver a Land Use Contract on behalf of the District of Mission, and apply the Corporate Seal of the District of Mission thereto.

READ A FIRST TIME THIS 19th day of Dec. , 1977.

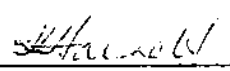
READ A SECOND TIME THIS 19th day of Dec. , 1977.

READ A THIRD TIME THIS 19th day of Dec. , 1977.

RECONSIDERED AND FINALLY ADOPTED THIS 5th day of Jan. , 1978.

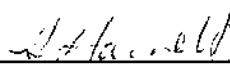


MAYOR



CLERK

I HEREBY CERTIFY the above to be a true and correct copy of "District of Mission Land Use Contract By-law No. 631 - 1977".

  
CLERK

JAN 17 1978  
LAND USE CONTRACT NO. 75

THIS CONTRACT is dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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: RONALD EDWARD IAN GRAHAM  
33253 - 1st Avenue  
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:

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 273, South West Quarter, Block 20, Section 17, Plan 46389, 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.

2-8

- 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 "F" hereto.

g. g.

- 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.

*A. G.*

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.

g.g.

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.

DRAI 35

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.

BINDING

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 19th day of October, A.D. 1977.

This agreement was approved on the 5th day of JANUARY, A.D. 1978 by By-law No. 431-1977.

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]

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

Name Don Bludwood  
Address 9075 Emily Rd  
Mission B.C.  
Occupation H.A.

[Signature]

[Handwritten initials]



ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 10th day of January, 1978, 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 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 10th day of January 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

Province of British Columbia

To Wit:  
I, CHARLES MATTHEW BLACKWOOD of the DISTRICT OF MISSION, 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 RONALD EDWARD IAN GRAHAM the party thereto, for the purposes named therein
- 2. The said instrument was executed at MISSION B.C.
- 3. I know the said party, and that he is 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 MISSION in the Province of British Columbia, this 19th day of December, 1977; [Signature]

~~A Notary Public in and for the Province of British Columbia.~~ [Signature]  
A Commissioner for taking Affidavits within British Columbia.  
DAVID R. WAT

# 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 September 12th, 1977

RONALD EDWARD IAN GRAHAM, Physician and Surgeon  
32947 - 10th Street, P.O. Box 939, Mission, B.C.

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

Lot 273 of the South West Quarter of Section 20  
Township 17 Plan 46389 New Westminster District

### CHARGES, LIENS, AND INTERESTS\*

| Nature of Charge; Number; Date and Time of Application                       | Registered Owner of Charge | Remarks |
|--|----------------------------|---------|
| <p><i>Duplicate Certificate of Title on File at Land Registry Office</i></p> |                            |         |

In witness whereof I have hereunto set my hand and the seal of my office aforesaid, this 23rd day of September, 1977

*[Signature]*  
Registrar

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

LAND USE CONTRACT NO. 75

SCHEDULE OF PERSONS HAVING A REGISTERED INTEREST  
IN THE LAND WHOSE CONSENTS ARE REQUIRED.

FULL NAME

ADDRESS

OCCUPATION

NATURE OF CHARGE

LAND USE CONTRACT NO. 75

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 NO. 75

SCHEDULE "A"

Schedule of permitted land use.

The construction of a Professional Medical Centre with appropriate Off Street Parking facilities (sometimes referred to herein as the Development) in general accordance with drawings prepared and entitled by P. Cole, Architect and numbered:

Drawing 75-1 Main Floor Plan (dated September 1, 1977)  
75-2 Elevations (dated September 8, 1977)

herein referred to as the Drawings, together with working drawings to be submitted.



SCHEDULE "C"

Off Street Parking:

Total Area            8340 square feet  
Number of Spaces      28 spaces  
Size of Spaces        9 x 20  
Surfacing              Asphalt or concrete  
Lighting                To B.C. Hydro specifications, covering entrances and parking lots.  
Signs  
Access                  From Hurd Street - Customer parking,  
                              Scott Avenue - Staff parking.

Plan

Off Street Loading:

Total Area            Not applicable  
Size of Area  
Location  
Surfacing  
Lighting  
Signs  
Access  
Plan

Refuse Disposal

Provision for refuse disposal shall be made to Municipal requirements. All refuse cans or containers shall be screened from the public view; their locations shall be shown on the working drawings to be submitted.

LAND USE CONTRACT NO. 75

SCHEDULE "D"

Signs:

Number To District of Mission Sign By-law No. 451-1968 specifications.

Types

Location

Design

Size

Plan

Buildings & Structures:

Plans To plans to be submitted to Municipal Building Inspector for approval and to standards of the National Building Code.

Specifications

Landscaping, Surface Treatment, Fences and Screens:

Plans As per Drawing

Specifications

On site grading at property lines abutting Scott Avenue and Hurd Street shall conform to the requirements of the Subdivision Control By-law. Landscaping to be maintained in a neat and tidy manner from date of completion of the development.

A landscape screen 6 feet in height and comprising compact plant material, shall be located along the entire south lot line of the property. Existing trees on the western lot line shall remain, excepting trees on the portion to be dedicated as road which may be removed at the discretion of the Municipality.

The Developer shall consult and work with the adjacent parcel owners on the south and west boundaries in the construction of the said landscape screening, such screening to be to the approval of Council of the District of Mission.



LAND USE CONTRACT NO. 75

SCHEDULE "E"

Municipal Utilities:

Water Existing fire hydrant shall be relocated if necessary.  
Sewer Not Applicable

Public Utilities:

Gas As required by B.C. Hydro  
Telephone Pole relocations if necessary to the requirements of B.C. Telephone.  
Electricity Pole relocations if necessary to the requirements of B.C. Hydro.

Development Services:

Water To usual Municipal requirements; space to be provided in building for water meter with provision for remote readout.  
Sewer To usual Municipal requirements; connect to sewer on Scott Avenue. Basement sewage to be pumped with 2 pumps; means shall be provided for shutting off water supply to basement automatically in case of power failure.  
Drainage To normal Municipal requirements for main floor. No gravity drainage available for basement; sump pump to be provided.  
Access To Municipal requirements.  
Electricity By dip service from B.C. Hydro.  
Telephone By dip service from B.C. Telephone.

LAND USE CONTRACT NO. 75

SCHEDULE "F"

Highways, Bridges, Lanes, Walkways and Drainage:

Road Construction

The west side of Hurd Street and the south side of Scott Avenue to be widened to provide paved width of 30 feet; planted on type curb and letdowns shall be installed.

A sidewalk 5-feet wide shall be constructed on Hurd and on Scott across the Lands, located approximately 1-foot from the property line.

Street Lighting

Not applicable

Boulevards

Boulevards shall be seeded or turfed or otherwise treated to Municipal approval.

Street Signs

Move as necessary

Drainage

A storm drain from the Development to the existing municipal system on Scott Avenue west of Terepocki. Catchbasins shall be installed as required across the frontage of the Lands; wyes shall be installed for future catchbasins at locations required by the Municipality.

Specifications

Engineering drawings to be submitted; all work shall conform to the requirements of Subdivision Control By-law and site specific requirements.

4.4

LAND USE CONTRACT NO. 75

SCHEDULE "G"

Subdivision Plans:

Scott Avenue to be widened to 66 feet by dedication  
of 16 feet for road.  
Hurd Street to be widened to 58 feet by dedication  
of 8 feet for road.

Parcels:

Area

Dimensions

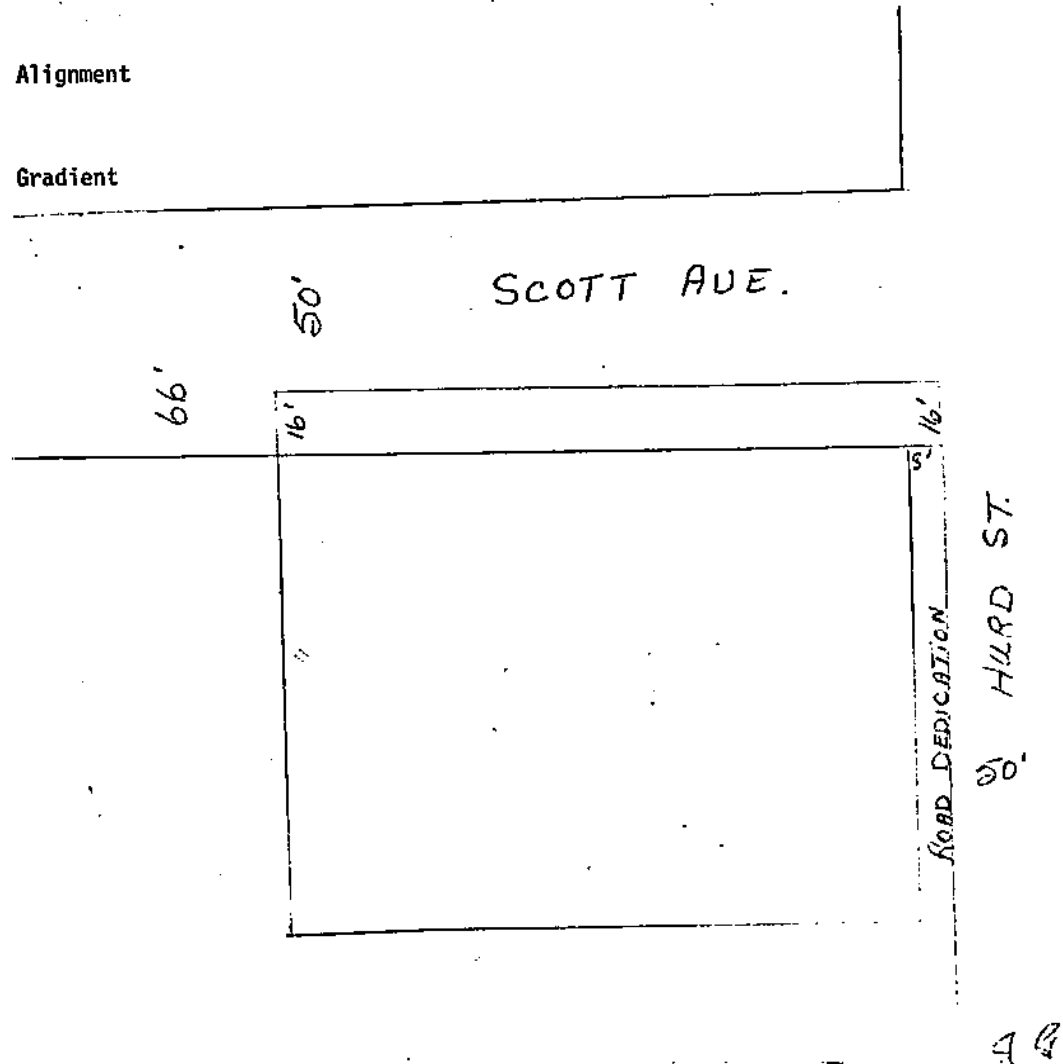
Highways:

Dimensions

Location

Alignment

Gradient



LAND USE CONTRACT NO. 75

SCHEDULE "H"

Parks, Public Space and Recreational Facilities:

Construction      Not Applicable

Location

Size

Development

Furnishing

Plans

*al.*

LAND USE CONTRACT NO. 75

SCHEDULE "I"

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

Not Applicable

LAND USE CONTRACT NO. 75

SCHEDULE "J"

Works and Services to be Maintained by the Developer

The Developer shall maintain those works and services that he has constructed or caused to be constructed that become vested in the Municipality for a period of 24 months from the date of their acceptance by the Municipality. The said maintenance by the Developer shall be to the extent provided for, and in the same manner as if the works and services had been constructed in accordance with the Subdivision Control By-law No. 337.

*6.2*

LAND USE CONTRACT NO. 75

SCHEDULE "K"

Security:

The security to guarantee the performance of this contract shall be one or more letters of credit in a form acceptable to the Municipality in the amount of \$1,000.00 for the construction of the Development (the Development Security) plus the amount referred to in Schedule L for the construction of works (if any) referred to in Schedules E and F (the Works Security).

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 letter of credit for the Works Security may be reduced by 80 percent of the amount allowed for any phase of construction upon request in writing when it has been completed to the satisfaction of the Municipal Engineer; the phases of construction are:

- (a) Drainage
- (b) Road Works

The final phase (b) shall include boulevard grading, the adjustment to finished grade of exposed parts of underground utilities, such as valve boxes, fire hydrants, manhole frames and covers and cleanup.

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

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

It is understood and agreed that the Development Security shall be considered to be the security deposit required in connection with a building permit on the Land; it is further understood and agreed that when an occupancy permit is issued by the Building Inspector and the landscaping completed that the Development Security (or any remaining portion thereof) shall be released to the Developer alone unless he instructs the Municipality otherwise in writing.

J.C.

LAND USE CONTRACT NO. 75

SCHEDULE "L"

Times of Construction:

The Developer shall commence construction of the works included in schedules E and F within 120 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 60 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 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 Developers estimate for the works as approved by the Municipal Engineer within 7 calendar days of being advised that the Developers estimate of the cost of the work is acceptable to the Municipality.

The said works and the Development shall be completed by <sup>Sept</sup> June 30, 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. FCS

The Developer shall make application for a building permit for the Development within 60 days of being notified in writing of the signing of this contract. It is understood and agreed that the finished grading with respect to the finished grades on Scott Avenue and Hurd Street shall be shown on the drawings for the Development.

It is also understood and agreed that no occupancy permit shall be issued prior to the time that the works specified in Schedules E and F have been accepted by the Municipal Engineer, unless authorized by resolution of Council upon the recommendation of the Engineer.

8.9.



DISTRICT OF MISSION

BY-LAW NO. 631 - 1977

A By-law to authorize the Council to enter into  
a Land Use Contract with Ronald Edward Ian Graham

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

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

"the total RS-1 and RT-1 areas located in the N $\frac{1}{2}$  of Section 17, N.E. $\frac{1}{4}$  Section 18, S.E. $\frac{1}{4}$  Section 19, N.E. $\frac{1}{4}$  Section 19, Section 20, Section 21, S.E. $\frac{1}{4}$  Section 28, S.W. $\frac{1}{4}$  Section 28, S.E. $\frac{1}{4}$  Section 29, S.W. $\frac{1}{4}$  Section 29, D.L. 1, Group 3, D.L. 4, Group 3, D.L. 165, Group 1 in Township 17."

AND WHEREAS the Council has received an application under the provisions of Section 702A (3) of the "Municipal Act" for a Land Use Contract to construct a professional medical centre:

AND WHEREAS a Public Hearing was held on the 19th of October, 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. 631 - 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 Ronald Edward Ian Graham to construct a professional medical centre on the following described lands;-  
  
Lot 273, South West Quarter, Section 20, Township 17, Plan 46389 New Westminster District.
3. The Mayor and the Clerk of the District of Mission are hereby authorized to sign, seal and deliver a Land Use Contract on behalf of the District of Mission, and apply the Corporate Seal of the District of Mission thereto.

READ A FIRST TIME THIS 19th day of Dec. , 1977.

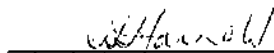
READ A SECOND TIME THIS 19th day of Dec. , 1977.

READ A THIRD TIME THIS 19th day of Dec. , 1977.

RECONSIDERED AND FINALLY ADOPTED THIS 5th day of Jan. , 1978.

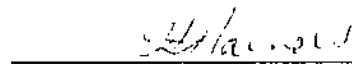


MAYOR



CLERK

I HEREBY CERTIFY the above to be a true and correct copy of "District of Mission Land Use Contract By-law No. 631 - 1977".

  
CLERK