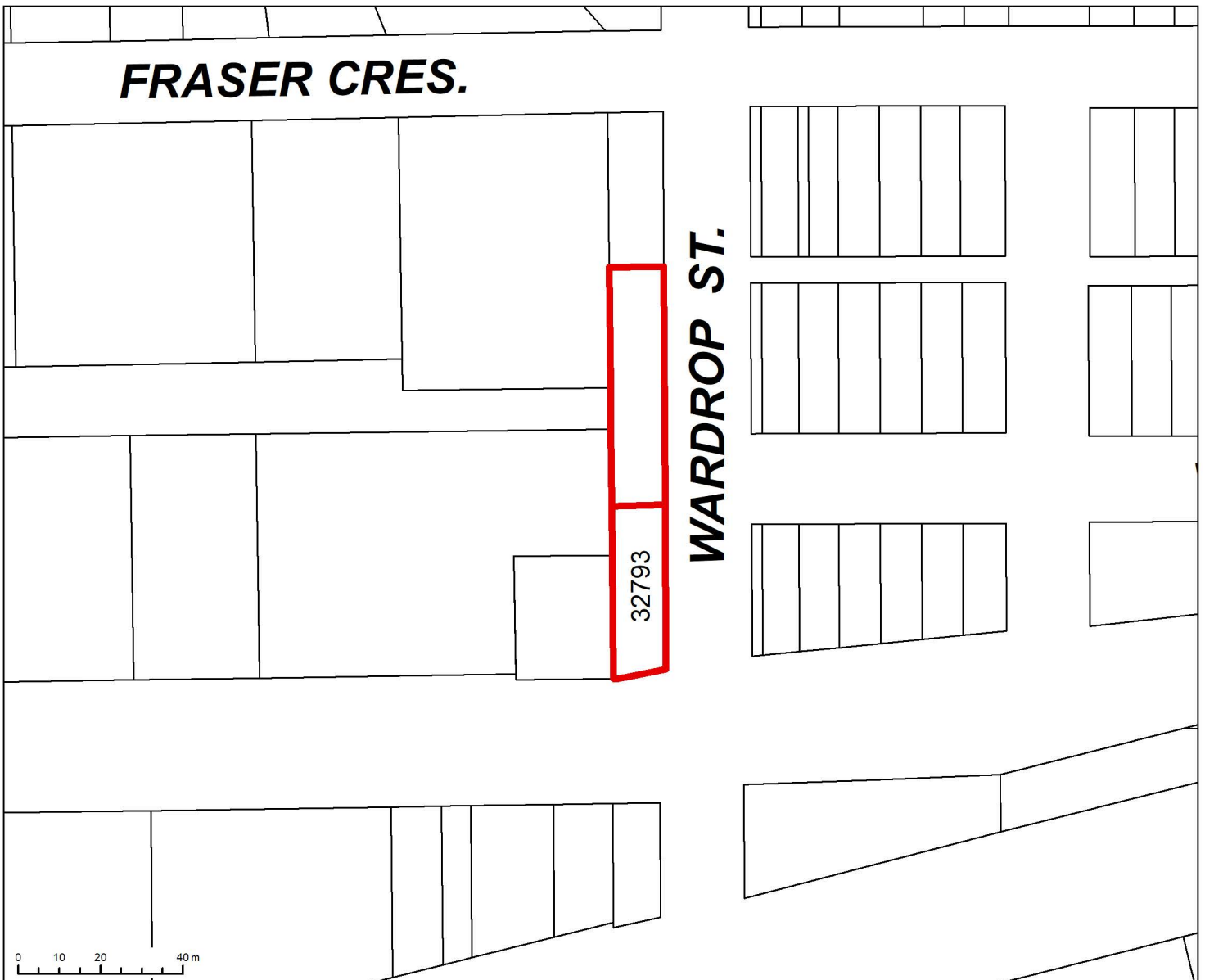
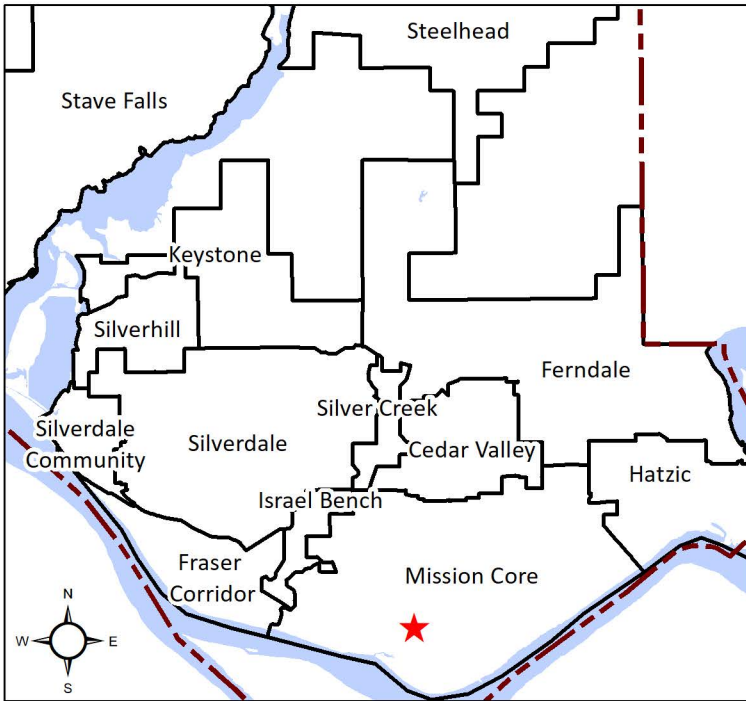


Contract No.: 170-1972

Subject Property: 32793 Lougheed Highway

OCP Designation: Commercial



DISTRICT OF MISSION

BY-LAW NO. 170 - 1972

A By-Law to authorize the Council  
to enter into a Land Use Contract  
with B. W. I. Properties 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 By-Law No. 155 - 1972", declared the following described land to be a Development Area:

Blocks 23 and 24 of the South East Quarter of Section 20,  
Township 17, Plan 951, EXCEPT part 2303 square feet more  
or less, of said Block 24 as shown on Plan 4862, New  
Westminster District

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 take-out chicken and commercial enterprise within the said Development Area:

AND WHEREAS a Public Hearing was held on the 24th day of April, 1972 with respect to the said application:

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

1. This By-Law may be cited for all purposes as "Mission District Land Use Contract By-Law No. 170 - 1972".
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 B. W. I. Properties Ltd. for the construction of a take-out chicken and commercial enterprise upon land described as:-

Blocks 23 and 24 of the South East Quarter of Section 20,  
Township 17, Plan 951, EXCEPT part 2303 square feet more  
or less, of said Block 24 as shown on Plan 4862, 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 to apply the Corporate Seal of the District of Mission thereto.

READ A FIRST TIME this 1st day of May, 1972.

READ A SECOND TIME this 1st day of May, 1972.

READ A THIRD TIME this 1st day of May, 1972.

RECONSIDERED AND FINALLY ADOPTED this 7th day of August, 1972.

M. J. Miller  
MAYOR

H. K. Barnett  
CLERK

I HEREBY CERTIFY the above to be  
a true and correct copy of "Mission  
District Land Use Contract By-Law  
No. 170 - 1972".

H. K. Barnett  
CLERK

SUBSTITUTE FORM C

DATE: 20/June/73  
NATURE OF CHARGE: Land Use Contract  
Restrictive covenants

DECLARED VALUE - \$5,000

*Darlene Staats*  
Darlene Staats.  
c/o VERNON & THOMPSON,  
Barristers & Solicitors,  
22195A Dewdney Trunk Rd., Maple Ridge, B.C.  
Phone - 463-6281

LEGAL:

Blocks 23 & 24 of SE $\frac{1}{4}$  of Section  
20, Twp. 17, Plan 951, Except part  
2303 sq. ft. mor or less of said  
Block 24 as shown on Plan 4862,  
New Westminster District

LAND USE CONTRACT

THIS CONTRACT is dated the 20th day of June, 19 72.

BETWEEN:-

DISTRICT OF MISSION, a Municipal Corporation, duly incorporated  
under the laws of the Province of British Columbia, of 33157  
First Avenue, Mission City, British Columbia.

(hereinafter called "THE MUNICIPALITY")

OF THE FIRST PART

AND:

B. W. I. PROPERTIES LTD., A company duly incorporated  
under the laws of the Province of British Columbia on  
November 6th, 1968 under No. 82748, of 45835 Yale Road  
West, Chilliwack, British Columbia

(hereinafter called "THE DEVELOPER")

OF THE SECOND PART

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

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

AND WHEREAS the Developer has presented to the Municipality a  
scheme for use and development of the within described lands and premises  
that would be in contravention of a by-law of the Municipality or Sections  
712 or 713 of the "Municipal Act" or both, and has requested that the  
Council of the Municipality enter into this contract under the terms,  
conditions and for the consideration hereinafter set forth:

AND WHEREAS the Council of the Municipality, having given due consideration to the criteria set forth in Section 702 (2) and 702A (1) of the "Municipal Act", have agreed to the terms, conditions and consideration herein contained:

AND WHEREAS if the land is within a radius of one-half mile of the intersection of a controlled access highway and another highway, the approval of the Minister of Highways to the terms hereof must be obtained:

AND WHEREAS the Municipality and the Developer both acknowledge that the Council of the Municipality could not enter into this agreement, until the Council held a public hearing in relation to this agreement and considered any opinions expressed at such hearing, and unless Council by by-law approved the Municipality entering into this contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Developer covenant and agree as follows:

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

Blocks 23 and 24 of the South East Quarter of Section 20, Township 17, Plan 951 EXCEPT part 2303 square feet more or less, of said Block 24 as shown on Plan 4862, 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.

- 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 plan set out in Schedule "C" hereto.
- CONSTRUCTION 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.
- WAYS 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.
- ERSHIP 14. All works and services, buildings, structures, pipes and fixtures and development constructed, placed or carried out upon property that is now, or by this contract becomes vested in the Municipality or located upon highways required to be dedicated, shall, upon acceptance by the Municipality in writing, become the property of the Municipality free and clear of any claim by the Developer or any person claiming through the Developer and the Developer shall save harmless the Municipality from any such claim.
- MAINTENANCE 15. Except as provided in Schedule "J" hereto, the Municipality shall, from the date of acceptance, become solely responsible for the operation, upkeep and maintenance of any works and services and any building, structure, pipes and fixtures of development accepted by it pursuant to paragraph 14 hereof, but nothing herein contained shall be deemed to or require the Municipality to operate, maintain or repair such works and services, buildings, structures, pipes, fixtures or development in any manner or to any extent different from its obligations in relation to similar works, services, buildings, structures, pipes, fixtures or developments constructed by it out of its general municipal funds.

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

SCHEDULE 17. The Developer shall carry out the work and construct, locate, provide and develop the structures, buildings, works, services, developments and facilities according to the times set out in Schedule "L" hereto.

17A. The Developer hereby agrees to pay to the Municipality the sum of \$ USUAL at the time the Developer makes application for a building permit on the said land for the Municipality's own use absolutely which amount or any part thereof is not refundable.

17B. Upon execution of this contract by the Developer, the Developer shall pay the sum of \$ USUAL to the Municipality for the Municipality's own use absolutely which amount or any part thereof is not refundable.

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

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

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

BINDING 20. This agreement shall enure 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 the 24th day of APRIL, A. D. 1972.

This agreement was approved on the 7th day of August, A.D. 1972 by by-law No. 170.

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:

Handwritten signatures for Mayor and Clerk.

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

Name John Carter, Address R.R. 1, Mt. Lebanon, B.C., Occupation Development Office.

B.W.I. PROPERTIES LTD.,

Handwritten signature for Secretary/President.

SECRETARY PRESIDENT.

B.W.I. PROPERTIES LTD.,

Handwritten signature for President.

President



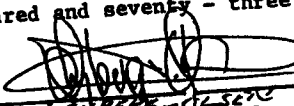
ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 5 day of May, 1973, at Mission Chilliwack, in the Province of British Columbia, ~~E. M. Foth~~ ELDON UNGER (whose identity has

been proved by the evidence on oath of \_\_\_\_\_, who is) personally known to me, appeared before me and acknowledged to me that he is the \_\_\_\_\_ President of B.W.I. Properties Ltd. \_\_\_\_\_, and that he is the person who subscribed his name to the annexed instrument as \_\_\_\_\_ President of the said \_\_\_\_\_ B. W. I. Properties 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 Chilliwack in the Province of British Columbia, this 5 day of May one thousand nine hundred and seventy - three

  
E. M. FOTH - OLSEN  
A Notary Public in and for the Province of British Columbia.  
A Commissioner for taking affidavits within British Columbia.

AFFIDAVIT OF WITNESS

Province of British Columbia }  
To Wit:

I, \_\_\_\_\_ of the \_\_\_\_\_, in 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.

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 5<sup>th</sup> day of May, 1973, at Mission City, in the Province of British Columbia, Harold Harnett (whose identity has

been proved by the evidence on oath of \_\_\_\_\_, 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 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 5 day of May one thousand nine hundred and seventy three.

*[Handwritten Signature]*

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

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

AFFIDAVIT OF WITNESS

Province of British Columbia }  
To Wit:

I, \_\_\_\_\_ of the \_\_\_\_\_, in 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

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

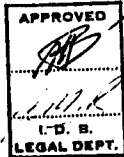
<u>FULL NAME</u>	<u>ADDRESS</u>	<u>OCCUPATION</u>	<u>NATURE OF CHARGE</u>
Industrial Development Bank	900 West Hastings St., Vancouver 1, B. C.		Mortgage

C O N S E N T

The Industrial Development Bank hereby  
consents to the registration in the Land Registry  
Office in New Westminster, British Columbia of the  
Land Use Contract attached herewith.

The Corporate Seal of the  
INDUSTRIAL DEVELOPMENT BANK  
was affixed in the presence  
of:

  
DEPUTY SECRETARY



  
ADMINISTRATIVE ASSISTANT

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the <sup>3<sup>rd</sup></sup> day of *July*, 1973, at the City of Montreal in the Province of Quebec, Gyles Rene d'Artois who is personally known to me, appeared before me and acknowledged to me that he is the Deputy Secretary of INDUSTRIAL DEVELOPMENT BANK, and that he is the person who subscribed his name to the annexed Instrument as Deputy Secretary of the said INDUSTRIAL DEVELOPMENT BANK, and together with its Administrative Assistant affixed the Seal of the said INDUSTRIAL DEVELOPMENT BANK to the said Instrument, and that they were first duly authorized to subscribe their names 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 at the City of Montreal in the Province of Quebec this <sup>3<sup>rd</sup></sup>

day of *July* 1973.

*Jean Claude Boudon, notary*  
A Notary Practising in and for the Province of Quebec.

Dated \_\_\_\_\_ 17

INDUSTRIAL DEVELOPMENT BANK

to

BWI PROPERTIES LTD.

\_\_\_\_\_

CONSENT OF LAND USE CONTRACT

\_\_\_\_\_

LAND USE CONTRACT

SCHEDULE "A"

Schedule of permitted land use.

Erection of a commercial building 1600 square feet for take-out  
fried chicken and 2220 square feet for a commercial rental  
enterprise.

LAND USE CONTRACT

SCHEDULE "B"

Plot Plan and Specifications:

Site Area- 13,325 square feet      41'x325'  
Yards front- 1,025 square feet      25'x41'  
rear - 8,364 square feet      41'x204'  
side - Nil

Site Coverage - 3,820 square feet

Height of Building and Structures

maximum - 14 feet

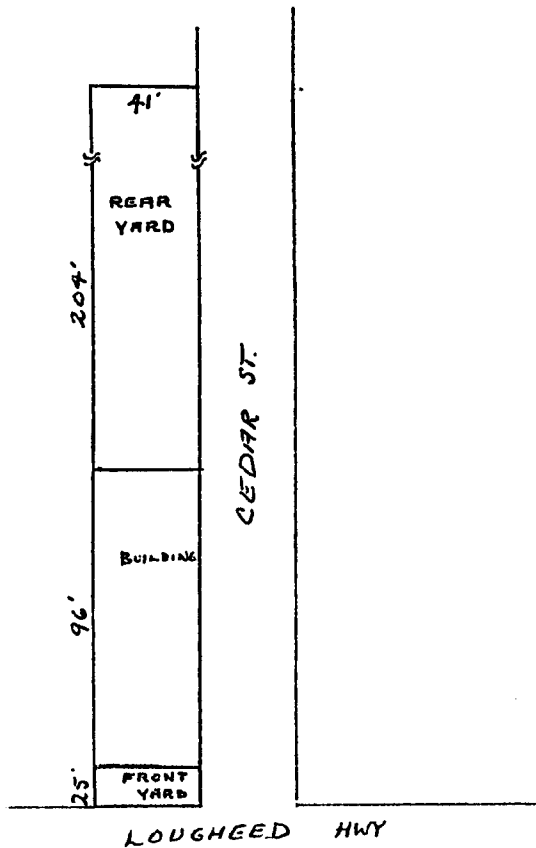
minimum

Floor space ratio - Not applicable

Minimum floor area - 3,820 square feet

Number of units - 2

Plan





LAND USE CONTRACT

SCHEDULE "C"

Off Street Parking:

Total area - 41'x199' = 8,159 square feet

Number of Spaces - Twenty Six (26)

Size of Spaces - 9'x20'

Surfacing - Asphalt

Lighting - Floodlighting from poles

Signs - Nil

Access - From Cedar Street

Plan - Below

Off Street Loading:

Total area - 18'x20'

Size of Area - 360 square feet

Location - at rear of building

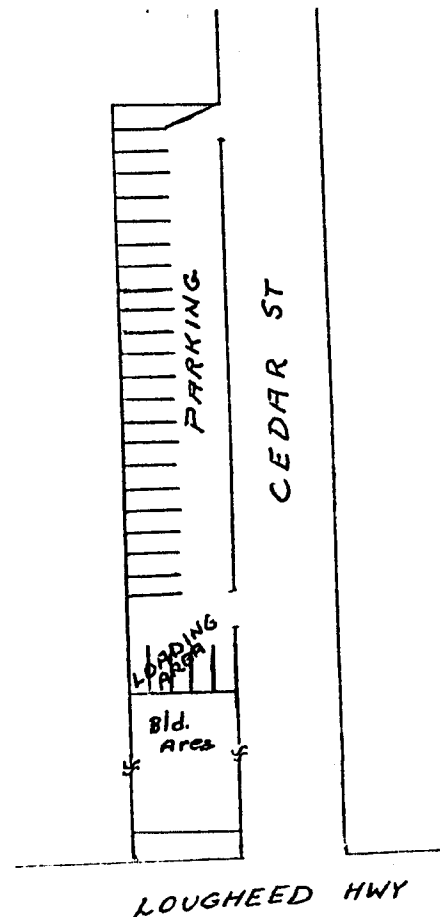
Surfacing - Asphalt

Lighting - Pole lighting

Signs - Nil

Access - Cedar Street

Plan



LAND USE CONTRACT

SCHEDULE "D"

Signs: NOT APPLICABLE

Number

Types

Location

Design

Size

Plan

Buildings & Structures: NOT APPLICABLE

Plans

Specifications

Landscaping, Surface Treatment, Fences and Screens:

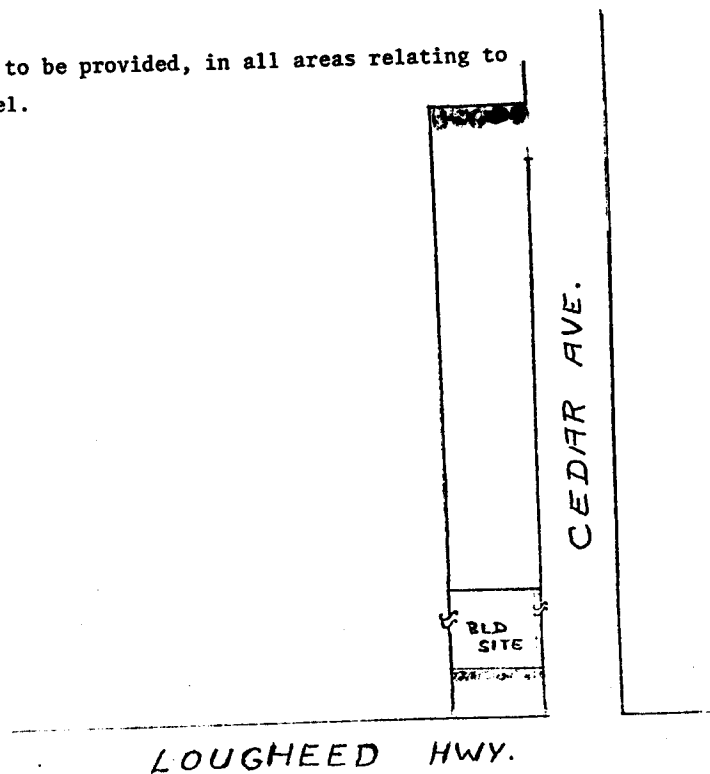
Plans

Specifications -

Area surrounding building at southern and northern end to be landscaped and maintained in a neat and tidy manner with grass, trees and flowering plants.

North end of property to be screened off from residential properties by a landscaped screen.

Adequate storm drainage to be provided, in all areas relating to drainage from this parcel.



LAND USE CONTRACT

SCHEDULE "E"

Utilities: NOT APPLICABLE

Water

Sewer

Gas

Telephone

Electricity

Plans

Specifications

Locations

LAND USE CONTRACT

SCHEDULE "F"

Highways, Bridges, Lanes, Walkways:

NOT APPLICABLE

Plans

Specifications

Street Lighting:

Plans

Specifications

Boulevards:

Plans

Specifications

Signs:

Plans

Specifications

LAND USE CONTRACT

SCHEDULE "G"

Subdivision Plans: NOT APPLICABLE

Parcels:

Area

Shape

Dimensions

Highways:

Dimensions

Location

Alignment

Gradient

LAND USE CONTRACT

SCHEDULE "H"

Parks, Public Space and Recreational Facilities: NOT APPLICABLE

Construction

Location

Size

Development

Furnishing

Plans

LAND USE CONTRACT

SCHEDULE "I"

Development and Service to be provided or paid for by the

Municipality      NOT APPLICABLE

LAND USE CONTRACT

SCHEDULE "J"

Works and Services to be Maintained and Operated by the Developer

NONE



LAND USE CONTRACT

SCHEDULE "K"

Performance Security:

Amount:

Performance Bond:

Mortgage:

Certified Cheque: \$350.00 Development Charge

Other: \$1,000.00 letter of credit as security for completion  
by the Developer of all the requirements of this contract

LAND USE CONTRACT

SCHEDULE "L"

Item to be Provided Constructed  
Located, Developed:

3,820 square feet commercial  
bulding and other items as in  
this Contract stipulated

Date of Completion:

DECEMBER 31st, 1972.