

Contract No.: 364-1974

Subject Property: 32026 7th Avenue

OCP Designation: Attached Multi-Unit Residential



DISTRICT OF MISSION

BY-LAW NO. 364 - 1974

A By-Law to authorize the Council to enter into a Land Use Contract with Herb Pelz Investments 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. 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, NE $\frac{1}{4}$ Section 18, SE $\frac{1}{4}$ Section 19, NE $\frac{1}{4}$ Section 19, Section 20, Section 21, SE $\frac{1}{4}$ Section 28, SW $\frac{1}{4}$ Section 28, SE $\frac{1}{4}$ Section 29, SW $\frac{1}{4}$ 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 702 A (3) of the "Municipal Act" for a Land Use Contract to develop a four-plex apartment building within the said Development Area;

AND WHEREAS a Public Hearing was held on the 5th day of September, 1974, 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. 364 - 1974".
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 Herb Pelz Investments Ltd. for the construction of a four-plex apartment building upon land known and described as:-

Lots 22 and 23, Block 12, SW $\frac{1}{4}$, Section 20, Township 17, Plan 20666, N.W.D.
3. The Mayor and the Clerk of the District of Mission are hereby authorized to sign, seal and deliver a Land Use Contract on behalf of the District of Mission, and to apply the Corporate Seal of the District of Mission thereto.

READ A FIRST TIME this 24th day of September, 1974

READ A SECOND TIME this 24th day of September, 1974

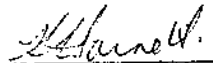
READ A THIRD TIME this 24th day of September, 1974

RECONSIDERED AND FINALLY ADOPTED this 7th day of October, 1974


MAYOR


CLERK

I HEREBY CERTIFY the above to be a true and correct copy of "District of Mission Land Use Contract By-Law No. 364 - 1974".


CLERK

DEC 16
1974

Date December 13, 1974 Nature of Interest Land Use Contract
 Declared value \$ N/A Disposition of C/P -
 Please merge _____ Applicant [Signature]
 as Solicitor/Agent
 REX D. BLANE
 7311-D JAMES ST.
 MISSION, B. C. V2V 3V5

LAND USE CONTRACT

THIS CONTRACT is dated the 23 day of October, 19 74.

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: HERB PELZ INVESTMENTS LTD and GUENTER KONITZER
 702 - 850 W. HASTINGS ST. 8894 - 168th STREET
 VANCOUVER, B.C. SURREY, 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:

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

LOTS 22 & 23, BLOCK 12 - SW $\frac{1}{4}$ - SECTION 20 - TOWNSHIP 17 - PLAN 20666 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, 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 and 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 \$ 800.00 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.

BINDING 20. 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 5th day of September, A.D. 19 74.

This agreement was approved on the 7th day of October, A.D. 19 74 by By-Law No. 364 - 1974.

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 DISTRICT OF MISSION. was affixed in the present of)

[Signature] Mayor)
[A. Edwards] Deputy Clerk)

SIGNED, SEALED AND DELIVERED by the Developer in the presence of: [Signature] Name HERB PELZ Address 9343-156th St SURREY, B.C. Occupation CONTRACTOR

SIGNED, SEALED AND DELIVERED in the presence of: [Signature] NAME: G. W. WALSH GUENTER KONITZER ADDRESS: OCCUPATION:

Acknowledgement of Maker

I HEREBY CERTIFY that, on the 23 rd day of October, 19 74, at
Mission, in the Province of British Columbia

~~certified~~
GUNTER KONITZER

~~whose identity has been proved by the certificate on~~
(), who is personally known to me, appeared
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 he is of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at Mission in the Province of
British Columbia, this 23rd day of October 19 74.


A Commissioner for taking Affidavits for British Columbia.

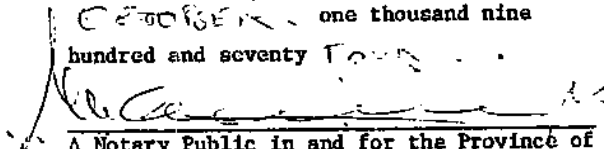
NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 10th day of OCTOBER, 1974, ,
at Mission , in the Province of British Columbia,
HERB PELZ (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 HERB PELZ INVESTMENTS LTD. , and that he is the
person who subscribed his name to the annexed instrument as PRESIDENT
of the said HERB PELZ INVESTMENTS LTD..
and affixed the seal of the HERB PELZ INVESTMENTS LTD..
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
OCTOBER one thousand nine
hundred and seventy FOUR . . .



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

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 2ND day of DECEMBER, 1974, at MISSION, in the Province of British Columbia,

ROODEY T. EDWARDS
~~been proved by the evidence on oath of~~

~~(whose identity has~~

, who is) personally known to me, appeared before me and acknowledged to me that he is the DEPUTY CLERK of 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 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 2ND day of December, one thousand nine hundred and seventy four.

Harold Hamill

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 _____, 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.

NOT APPLICABLE

G.K.
M.C.

<u>FULL NAME</u>	<u>ADDRESS</u>	<u>OCCUPATION</u>	<u>NATURE OF CHARGE</u>
QUENTER KONITZER	8894 168th Street Surrey, B.C.	Builder	Registered owner of subject parcels

LAND USE CONTRACT

SCHEDULE "A"

Schedule of permitted land use.

Construction of a four-plex condominium to be completed not later than December 31st, 1974, and an occupancy permit obtained.

LAND USE CONTRACT

SCHEDULE "B"

Plot Plan and Specifications:

Site Area - 110' x 100' = 11,000 sq. feet.

Yards front - 20' x 100'

rear - 17' x 100'

side - East side - 20' x 73'
West side - Ave. 10' x 73'

Site Coverage - 2950 sq. feet

Height of Building and Structures

maximum - 19.6' from Bench Mark established by nail on telephone pole, West side of Wren Road opposite Silverdale Road. Bench Mark established at 202.35'. Invert of sewer on 7th Ave @ 8' from top of manhole and elevation of 192.2'. Finished floor elevation at 193.2' - Roof Level at 209.6' Crown of road at 7th and May St. at 92' level.

Floor space ratio - 0.268 times lot area

Minimum floor area - 700 sq. feet per unit

Number of units - Four

Plan - As submitted by the Lunghammer Design Group - Sheets 1-9 inclusive attached.

LAND USE CONTRACT

SCHEDULE "C"

Off Street Parking:

Total area - 1200 sq. feet

Number of Spaces - Six - Underground parking

Size of Spaces - 10 x 20

Surfacing - Cement - Underground

Lighting - B.C. Hydro requirements & approval
Flood lighting at various locations.

Signs - NIL

Access - From May Road

Plan - As per submitted plans - DWG 3 of 8

Off Street Loading:

Total area)	
Size of Area)	
Location)	
Surfacing)	NOT APPLICABLE
Lighting)	
Signs)	
Access)	
Plan)	

LAND USE CONTRACT

SCHEDULE "D"

Signs:

Number - One

Types)
Location)
Design)
Size)

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

Plan

Buildings & Structures:

Plans

Specifications

Landscaping, Surface Treatment, Fences and Screens:

Plans - Plants and shrubbery as shown on Drawing No. 2 of 9 attached

Specifications - As per above plans - to be maintained in a neat and tidy manner.

Finished grade at street property lines to be approximately 6 inches above crown of road, including driveways

LAND USE CONTRACT

SCHEDULE "B"

Utilities:

Water- To connect to existing system

Sewer- To connect to existing system

Gas- Not Applicable

Telephone- Not Applicable

Electricity- Underground

Plans- To B.C. Hydro Specifications

Specifications

Locations

LAND USE CONTRACT

SCHEDULE 'F'

Highways, Bridges, Lanes, Walkways, and Drainage:

Plans - Finish grade at street property lines to be approximately
6 inches above crown of road including driveways.

Specifications

Street Lighting:

Plans Not Applicable

Specifications

Boulevards:

Plans Not Applicable

Specifications

Signs:

Plans Not Applicable

Specifications

Drainage - To approved Municipal standards and to connect to
existing Municipal system.

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:

Construction - Playground areas to be constructed as shown
on sheet 2 of 9 attached.

Location

Size

Development

Furnishing

Plans

LAND USE CONTRACT

SCHEDULE "I"

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

All those works and services located on the designated parcels legally described on page 2 of this contract.

LAND USE CONTRACT

SCHEDULE "K"

<u>Performance Security:</u>	<u>Amount:</u>
Performance Bond:	\$1000.00
Mortgage:	
Certified Cheque:	
Other:	

\$1000.00 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:

Date of Completion:

A fourplex condominium and other
items as in this contract stipulated

December 31, 1974