



Contract No.: 498-1976, 921-1980 & 966-1981

Subject Property: See Map Below

OCP Designation: Attached Multi-Unit Residential



DISTRICT OF MISSION

BY-LAW NO. 498 - 1976

A By-Law to authorize the Council to enter into a Land Use Contract with Raco Developments 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 construct a 30 unit apartment, a duplex and 45 semi-detached condominiums within the said Development Area;

AND WHEREAS a Public Hearing was held on the 31st day of May, 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. 498 - 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 Raco Developments Ltd. for the construction of a 30 unit apartment, a duplex, and 45 semi-detached condominiums upon land known and described as:-

Blocks 165, 166, 167 and 168 of the North West Quarter of Section 21, Township 17, Plan 995, 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 17th day of June, 1976.

READ A SECOND TIME this 17th day of June, 1976.

READ A THIRD TIME this 17th day of June, 1976.

RECONSIDERED, FINALLY PASSED AND ADOPTED this 5th day of July, 1976.

  
MAYOR

  
CLERK

I HEREBY CERTIFY the above to be a true and correct copy of "District of Mission Land Use Contract By-Law No. 498 - 1976".

  
CLERK

DISTRICT OF MISSION

BY-LAW NO. 498 - 1976

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JUN 24 1977

A By-Law to authorize the Council to enter into a Land Use Contract with Raco Developments Ltd.

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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.

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AND WHEREAS a Public Hearing was held on the 31st day of May, 1976, with respect to the said application;

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1. This By-Law may be cited for all purposes as "District of Mission Land Use Contract By-Law No. 498 - 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 Raco Developments Ltd. for the construction of a 30 unit apartment, a duplex, and 45 semi-detached condominiums upon land known and described as:-

Blocks 165, 166, 167 and 168 of the North West Quarter of Section 21, Township 17, Plan 995, 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 ~~17th~~ 21 day of June , 1976.

READ A SECOND TIME this ~~17th~~ 21 day of June , 1976.

READ A THIRD TIME this ~~17th~~ 21 day of June , 1976.

RECONSIDERED, FINALLY PASSED AND ADOPTED this 5th day of July , 1976.

[Signature]  
MAYOR

[Signature]  
CLERK

I HEREBY CERTIFY the above to be a true and correct copy of "District of Mission Land Use Contract By-Law No. 498 - 1976".

[Signature]  
CLERK

LAND USE CONTRACT No. 27

THIS CONTRACT is dated the 14th day of JUNE, 1977.

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: RACO DEVELOPMENTS LIMITED  
#1870 - 777 Hornby Street  
Vancouver, 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:

L

Blocks 165, 166, 167 & 168, <sup>21</sup> ~~North-West Quarter~~ <sup>OF 21</sup> Section 21, Township 17, Plan 955, 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 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 the Developer shall pay the sum of \$30,000.00, such amount to be paid to the Municipality for the Municipality's own use absolutely for recreational development which amount or any part thereof is not refundable. The above payment is to be in lieu of any and all Municipal impost fees or other like charges.

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 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 31st day of May, A.D. 1976.

This agreement was approved on the 5th day of JULY, A.D. 1976 by By-Law No. 498-1976.

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 )  
DEVELOPER )  
was affixed in the present of )  
[Signature] )  
President )

SIGNED, SEALED AND DELIVERED )  
by the Developer in the )  
presence of: )  
Name \_\_\_\_\_ )  
Address \_\_\_\_\_ )  
\_\_\_\_\_ )  
Occupation \_\_\_\_\_ )

The Corporate Seal of the Municipality was affixed in the presence of:

[Signature] NAVAL )  
Donald F. West DEPUTY CLERK )

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the 26 day of April, 1977, at Vancouver, in the Province of British Columbia, David Moss

who is personally known to me, appeared before me and acknowledged to me that he is the President of RACO DEVELOPMENTS LTD. and that he is the person who subscribed his name to the annexed instrument as President of the said RACO DEVELOPMENTS LTD. and affixed the seal of the Corporation 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 Vancouver in the Province of British Columbia, this 26 day of April one thousand nine hundred and seventy seven

[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, 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.

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 14th day of JUNE, 1977, at MISSION, in the Province of British Columbia, DONALD F. WEST (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 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 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 14th day of JUNE one thousand nine hundred and seventy seven.

*Handwritten 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, 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.

<u>FULL NAME</u>	<u>ADDRESS</u>	<u>OCCUPATION</u>	<u>NATURE OF CHARGE</u>
District of Mission	8645 Stave Lake Street		Mission, B.C.

27.

LAND USE CONTRACT

CONSENT

KNOW ALL MEN BY THESE PRESENTS that, \_\_\_\_\_  
The District of Mission  
of 8645 Stave Lake Street, Mission B.C.  
being the holder of a charge by way of certificate of indefeasible title  
registered at the Land Registry Office at New Westminster  
British Columbia under number 158579E  
against all and singular that certain parcel of tract of land  
and premises being in the \_\_\_\_\_ District  
of \_\_\_\_\_ Mission \_\_\_\_\_, in the Province of  
British Columbia and known and described as \_\_\_\_\_  
Lots 165, 166, 167, & 168, NW $\frac{1}{4}$ , Section 21, Township 17,  
Plan 955, New Westminster District.

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 Raco  
Developments Limited - #1870 - 777 Hornby Street, Vancouver B.C.  
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. 27

SCHEDULE "A"

Schedule of permitted land use.

Erection of a residential complex comprising the following:

1. 90 semi-detached townhouse units forming not more than two strata corporations.
2. One apartment building (frame construction) with a maximum of 30 units, which may or may not form part of a strata title corporation.  
Schematic floor layout plans of the apartment shall be provided and such plans shall be subject to minor changes which shall be subject to the approval of the Municipal Building Inspection Department.
3. One duplex lot and building.

Reference: Land Use Contract Drawings - 27-G3  
27-M1  
27-M2

Development shall be in-phased construction programme within the time limits set out in Schedule L with a minimum of 30 units in the first phase.

01

LAND USE CONTRACT No. 27

SCHEDULE "B"

Plot Plan and Specifications: Refer 27-G3

Site Area - 14 acres, approximately

Yards front - Condominiums - minimum 25 feet

rear - Minimum 25 feet

side - Zero lot lines internally on condominium buildings  
20 feet on external property sidelines.  
Apartment building siting to requirements of Zoning  
By-Law No. 91-1971

Site Coverage (See below)

Height of Building and Structures - See below

maximum

minimum

Floor space ratio - See below

Minimum floor area - See below

Number of units - 90 townhouse  
30 (maximum) apartment  
1 duplex

**Plan**

Drawings - 27-G1 Site Perspective  
27-G2 Perspective  
27-G3 Site Plan  
27-G4 Townhouse - High Side  
27-G5 - Low  
27-G6 - Elevations  
27-G7 Site Profile  
27-G8 Apartment-Parking  
27-G9 -Main Floor Plan  
27-G10 -Typical Floor Plan  
27-G11 -Elevation Estimated N.  
27-G12 -Elevation Estimated S.  
27-G13 -Section  
27-G14 Landscaping - Overall Site  
27-G15 - Townhouse  
27-G16 - Apartment  
27-G17 Apartment - Main Floor (rental)  
27-G18 Apartment - Parking (rental)  
27-G19 Apartment - Typical Unit (rental)

27-M1 Subdivision Plan  
27-M2 Utilities General Layout  
27-E1 Electrical Servicing

97

LAND USE CONTRACT No. 27

SCHEME FOR

Off Street Parking: Condominium and apartment site

Total area 24,480  
Number of Spaces 135 condominium and 45 apartment spaces  
Size of Spaces 9 x 20  
Surfacing Asphalt or cement  
Lighting To B.C. Hydro Specifications  
Signs As per Municipal Sign By-Law 451-1968  
Access 14th Avenue and Cedar Valley Street.

Plan

Off Street Loading:

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

Plan

Access Roads and Driveways

Plan As shown schematically on Drawing 27-M2  
Width As shown  
Curb and Gutter As shown  
Surfacing Asphalt

Drainage: Connect to Municipal drainage system according to working drawings to be submitted.

01.



LAND USE CONTRACT No. 27

SCHEDULE "D"

Signs: To requirements of District of Mission Sign By-Law No. 451-1968

Number

Types

Location

Design

Size

Plan

Buildings & Structures:

Plans Refer 27-G3, G4, G5, G6, G8, G9, G10, G11, G12, G13, G17,  
G18, G19.

Specifications To the National Building Code and District of Mission  
Building Regulations.

Landscaping, Surface Treatment, Fences and Screens:

Plans As per Drawing No. 27-G14, G15, G16.

Specifications The Development shall, from date of completion, be  
maintained in a neat and tidy manner with the materials  
being used as shown on the landscape plan submitted.

The finished grade at the property line shall conform  
to the Subdivision Control By-Law provided that the  
finished grade on Cedar Valley Street shall be adjusted  
between Charnley Avenue and 14th Avenue to suit Municipal  
requirements.

87

LAND USE CONTRACT No. 27

SCHEDULE "E"

Utilities:

Water and Sewerage Systems      The Developer shall construct the water distribution and sewage collection systems as shown on Drawing 27-M2 (other than those works and services specified in Schedule I to be constructed by the Municipality) and connect them to the municipal systems including the additions to the systems referred to in Schedule I, provided that the actual work of making connections shall be carried out by the Municipality and charged to the Developer.

The whole of the said works shall conform to the Municipal subdivision control by-law that shall be attested to by a Professional Engineer licenced to practise in the Province of British Columbia, who shall also prepare asconstructed drawings; one set of said drawings shall be provided to the Municipality. The Municipality may in its discretion inspect those portions of the said works that shall become the property of the Municipality, that is, watermains 6-inch diameter and larger and sanitary sewers 8-inch and larger.

Gas      As required

Telephone and Electricity      As required by underground service off roadway to be dedicated and by dip service from existing facilities on 14th Avenue or Cedar Street.

EM.

LAND USE CONTRACT NO. 27

SCHEDULE "F"

Highways, Bridges, Lanes, Walkways and Drainage

New Roads The highway shown to be dedicated shall be constructed as schematically shown on Drawing 27-M1 and in accordance with working drawings to be submitted for approval, to include, road base, curb and gutter, paving, drainage, roadway lights and road and street name signs, not later than December 31, 1978.

Existing Roads

The drainage through the culvert across 14th Avenue near Cedar Valley shall be diverted to a drainage ditch on the north side of 14th Avenue leading to a storm drain near Orchid. Catchbasins shall be installed on the south side of 14th Avenue with the necessary road crossings.

The 24-inch drain crossing 14th Avenue in the vicinity of Orchid shall be extended as necessary.

A storm drainage system including catchbasins shall be provided on Cedar Valley Street to service the east side of the street fronting the Land as shown schematically on Drawing 27-M2.

Protection of Watercourses

The Developer shall ensure that damage to the watercourses caused by siltation or other means shall not occur and shall protect by seeding or otherwise all surfaces that may be subject to erosion.

Specifications

All work referred to in this schedule shall conform to the Municipal Subdivision Control By-law, provided that no fees in respect of the work shall be charged by the Municipality.

Future Curb and Gutter

It is understood and agreed between the Developer and Municipality that when the Municipality determines that curb and gutter should be installed on the portion of Cedar Valley Street and/or 14th Avenue fronting the Land that the necessary assent to such work by local improvement is hereby given by the Developer under the terms and conditions prevailing at the time the work is to be done.

81.

LAND USE CONTRACT No. 27

SCHEDULE "G"

Subdivision Plans:

Parcels:

Area

Shape

Dimensions

As shown on Dwg 27-M1 and such further subdivision to accommodate the Developers phased construction programme.

Highways:

Dimensions

Location

Alignment

Gradient

As shown on Dwg 27-M1, together with a dedicated walkway 10 feet wide ( 10 feet presumed to be dedicated by the adjacent owner at a later date).

Rights-Of-Way:

Rights of way on the Land shall be granted to the Municipality in the form annexed hereto for all works and services that shall become the property of the Municipality or under the terms of this contract shall be constructed by the Municipality on the Land, whether or not shown on Dwg 27-M1 together with rights of way for

- (a) the extension of the two culverts across Cedar Valley Street and
  - (b) for the filling to east property line of Cedar Valley Street and
  - (c) the construction of the walkway along the alignment of Alder Street northward from 12th Avenue to the new road to be constructed and dedicated under this contract.
- et.*

DISTRICT OF MISSION  
LAND USE CONTRACT NO. 27

SCHEDULE "H"

Parks, Public Space and Recreation Facilities for Development Use

Construction

Location

Size NOT APPLICABLE

Development

Furnishing

Plans

Parks, Public Space and Recreational Facilities for Public Use

Construction

Location

Size NOT APPLICABLE

Development

Furnishing

Plans

01.

DISTRICT OF MISSION

LAND USE CONTRACT No. 27

SCHEDULE "I"

Development and Service to be Provided or Paid for by the Municipality

The Municipality shall construct not later than March 1, 1977;

1. a 14-inch diameter trunk sanitary sewer ( trunk sewer ) from the end of trunk sewer as presently constructed at a point on Charnley Avenue near Lapwing Drive to the North end of the Land on 14th Avenue generally along the alignment schematically shown on Drawing 27-M2 or on any alternative alignment agreed to by both parties provided that the Developer, shall:

- (a) within 60 days of the execution of this contract pay to the Municipality the sum of \$31,000.00
- (b) within 60 days of the execution of this contract enter in to an agreement with the Municipality granting it a right of way in the form attached hereto permitting the Municipality to construct and maintain that portion of the trunk sewer on the Land provided that the right of way shall not be registered until the trunk sewer has been constructed and further provided that the Developer shall cause no charge to be placed on the Land that takes precedence over the said right of way.
- (c) As part of the landscaping in the general vicinity of the right of way to construct and maintain as landscaping a berm as schematically shown on Drawing 27-M2 not less than 12 feet wide to provide vehicle access for maintenance and surface it in a manner acceptable to the Municipality, grass, gravel or asphalt.

2. an 8-inch sanitary sewer on 14th Avenue on the basis of a local improvement under the normal requirements for a local improvement, provided that the necessary assent of the property owners is forthcoming in the usual way, the assent of the Developer being hereby granted, on the understanding that the portion of the Land fronting 14th Avenue shall be considered to have an assessed frontage equal to the frontage on the north side of 14th Avenue opposite the Land.

3. an 18-inch diameter watermain from its reservoir at Best Avenue to 14th Avenue and an 18-inch diameter watermain from 14th Avenue to Charnley Avenue, provided that the Developer, shall:

- (a) within 30 days of the execution of this contract submit to the Municipality for approval working Engineering drawings of the said waterworks.
- (b) within 30 days of the Municipality calling tenders for the construction of said watermains pay to the Municipality \$37,000.00

*et.*

SCHEDULE "J"

Works and Services to be Maintained and Operated by the Developer

The Developer shall maintain and operate all works and services in the Land, whether or not upon right of ways required to be granted, other than watermains 6-inches and larger ( including corporation cocks attached thereto ), firehydrants and sanitary sewers 8-inch diameter that shall become vested in the Municipality.

*gt.*

LAND USE CONTRACT

SCHEDULE "K"

Performance Security:

The Developer shall deposit as Development Security with the Municipality a letter from the Developer's banker, with which the letter shall provide proof of the financial capability of the Developer to complete the works and services required under the terms of this Land Use Contract.

The Development Security shall be released when the Development has been completed, including landscaping as certified by the Municipal Development Officer.

*aj.*



LAND USE CONTRACT No. 27

SCHEDULE "L"

TIMES OF DEVELOPMENT CONSTRUCTION:

Construction of the Development shall commence not later than nine (9) months from the date of execution of this contract.

The total development shall be completed not later than the thirty-first (31) day of December 1980, save and except that reasonable extension shall be granted from time to time for delays caused by 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.

07.

10 00

"LAND REGISTRY ACT"  
(Section 101)

JUN 24 14 19 77

LAND REGISTRY OFFICE  
NEW WESTMINSTER, B.C.

APPLICATION TO DEPOSIT PLAN OF SUBDIVISION

I hereby, on behalf of RESC DEVELOPMENTS LTD, apply to deposit

a plan of the subdivision of Block 165, 136, 117 & 168 of Section 21

Transect 17, Plan 955  
I enclose herewith fees to the amount of \$ 1140

Dated the 22 day of JUN 19, 19 77  
[Signature]  
Applicant

LEONIE FLEM AND RODGER  
LEONIE (Address) FLEMORS  
1870-777 HORNBY STREET  
VANCOUVER, B.C. V6Z 1S4

1: 64121 E Lot 513 513 514 of Sec 21  
1/11 Plan  
52726

PARK STATIONERS & PRINTERS LTD.  
Law and Commercial Stationers  
Vancouver, B.C.  
FORM K

*(Signature)*

SAW N: 64122

JUN 24 1977  
REGISTERED  
LAND REGISTRY ACT  
(Section 101)

52727  
52727

*RIGHT OF WAY*

APPLICATION TO DEPOSIT PLAN OF SUBDIVISION

I hereby, on behalf of *District of Mission*, apply to deposit  
*Right of Way*  
a plan of the subdivision of *Block 165, 166, 167 & 168 of Section 21*  
*Township 17, R1 955 N.W. 10*  
I enclose herewith fees to the amount of \$.....

Dated the *22* day of *June*, 19 *77*

Applicant  
HARCWITZ, TUCK AND RODGER  
BARRISTERS & SOLICITORS  
1870-777 HORNBY STREET  
VANCOUVER, B.C. V6Z 1S4

752-61  
N. 64119

DEED OF LAND 260

DO NOT WRITE ABOVE THIS LINE FOR LAND REGISTRY USE ONLY.

JUN 24 14 18 '77  
SUBSTITUTE FORM A. DEED PARTICULARS

© 1967 B.C. LAND REGISTRY

Address of person entitled to be registered, if different from that shown in instrument:

Full name, postal address and telephone number of person presenting instrument for registration:

Leslie E. Harowitz,  
HAROWITZ, TICK AND RODGER,  
Barristers & Solicitors,  
1870-777 Hornby Street,  
Vancouver, B.C. V6Z 1S4  
688-7844

sh Subject. Yes/No

Declared Value: \$ 260,000.00

Request for delivery of duplicate C.T. Yes/No

Signature of Applicant (Solicitor or Agent)

For Land Registry Office use only.

THIS DEED made the 14 day of June 19 77

IN PURSUANCE OF THE SHORT FORM OF DEEDS ACT  
BETWEEN

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

herein called the Grantor

AND

RACO DEVELOPMENTS LTD., a British Columbia  
corporation with a registered office at  
1870-777 Hornby Street, Vancouver, British  
Columbia

Incorporation No. 136,528 April 14, 1975

herein called the Grantee

WITNESS that in consideration of the sum of TWO HUNDRED AND SIXTY

THOUSAND-----Dollars (\$260,000.00 )

of lawful money of Canada now paid by the Grantee to the Grantor (the receipt of which is hereby acknowledged) the Grantor grants to the Grantee, his heirs and assigns forever, all and singular that certain parcel or tract of land and premises situate, in the District of Mission

in the Province of British Columbia

Blocks 165, 166, 167 and 168 of Section 21  
Township 17  
Map 955  
New Westminster District

To have and to hold to the Grantee, his heirs and assigns, to and for his and their sole and only use forever, subject to the reservations, limitations, provisos and conditions expressed in the original Crown Grant.

The Grantor covenants with the Grantee that:

1. he has the right to convey the said lands to the Grantee, notwithstanding any act of the Grantor;
2. the Grantee shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid;
3. he will execute such further assurances of the said lands as may be required;
4. he has done no acts to encumber the said lands, save as aforesaid.

And the Grantor releases to the Grantee all his claims upon the said lands.

IN WITNESS WHEREOF this Deed has been executed the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of:

Signature of Witness: .....

Street Address: .....

City or Town: .....

Occupation: .....

(Or in the case of a corporation)

The Common Seal of  
DISTRICT OF MISSION

was affixed hereto in the presence of:

*Donald F. Mat* CLERK  
*Donald F. Mat*, DEPUTY CLERK

PROVINCIAL OFFICER OF WITNESS  
Province of British Columbia  
To Wit:

1. \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_

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 thereof, 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 for British Columbia.

DATED June 14 1977

THE DISTRICT OF MISSION

—TO—

RACO DEVELOPMENTS LTD.

### DEED OF LAND

Filed for Registration at the  
Land Registry Office on the \_\_\_\_\_ Day of \_\_\_\_\_, 1977, under  
Number \_\_\_\_\_

BLACK PAINTERS & STATIONERS LTD.

HAROWITZ, TICK AND RODGER,  
Barristers & Solicitors,  
1870-777 Hornby Street,  
Vancouver, B.C.  
V6Z 1S4

File No. 2127 LEH/vm

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that,  
on the 14th day of June, 1977  
at MISSION  
in the Province of British Columbia,  
DONALD F. VADRY

(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 Director  
of THE DISTRICT OF MISSION  
and that he is the person who subscribed his name to  
the annexed instrument as Director  
of the said THE DISTRICT OF MISSION  
and affixed the seal of the said 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 hereto set my hand and seal of office,  
at MISSION

In the Province of British Columbia, this

14th day of June, 1977

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, either of the words in parentheses.

ACKNOWLEDGMENT OF MAKER

I HEREBY CERTIFY that,  
on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
at \_\_\_\_\_  
in the Province of British Columbia,

(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 \_\_\_\_\_ the person  
mentioned in the annexed instrument as the maker  
thereof, and whose name \_\_\_\_\_ subscribed thereto  
as part \_\_\_\_\_, that \_\_\_\_\_ know the contents  
thereof, and that \_\_\_\_\_ executed the same voluntarily,  
and \_\_\_\_\_ of the full age of nineteen years.

IN TESTIMONY WHEREOF  
I have hereto set my hand and seal of office,  
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 for British Columbia.

DISTRICT OF MISSION

BY-LAW NO. 921-1980

REPEALED  
THIS BYLAW IS REPEALED  
BY BYLAW 96-1881

A By-law to amend "District of Mission  
Land Use Contract By-Law No. 498-1976."

WHEREAS the Council of the District of Mission, did on the 5th day of April, 1976 enact a by-law cited as "District of Mission Land Use Contract By-Law No. 498-1976".

AND WHEREAS application has been made to the Council of the District of Mission to amend the Land Use Contract covering the following legally described parcels:

LOTS 512, 513, 514, & 515, Section 21, TWP 17, Plan 52726, N.W.D.

to locate two 35 unit apartments, in place of townhouse units, which increases the unit total by 27 units.

AND WHEREAS, pursuant to the provisions of Section 702A of the "Municipal Act", a Public Hearing was held on the 15th day of October, 1980;

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. 498-1976 amending Land Use Contract By-Law No. 921-1980."
2. "District of Mission Land Use Contract By-Law No. 498-1976" is hereby amended by deleting Schedule A attached to By-Law 498-1976 and substituting therefore Schedule A attached hereto:

READ A FIRST TIME this 6th day of October , 1980

READ A SECOND TIME this 6th day of October , 1980

READ A THIRD TIME this 6th day of October , 1980

RECONSIDERED AND FINALLY ADOPTED THIS 17th day of November , 1980.

Colin E. Hansen  
MAYOR

Ronald J. West  
CLERK

I HEREBY CERTIFY the above to be a true and correct copy of "District of Mission Land Use Contract By-Law 498-1976 Amending By-Law No. 921-1980."

Ronald J. West  
CLERK

LAND USE CONTRACT NO. 27

SCHEDULE "A"

Schedule of Permitted Land Use

Erection of a residential complex comprising the following:

1. 47 semi-detached townhouse units on up to three separate legal parcels with each such parcel comprising not more than one strata corporation.
2.
  - a) One existing apartment building (32864 - 14th Avenue, Mission, B.C.) with a maximum of 30 units, which may be formed into a strata title corporation.
  - b) Two additional apartment buildings (frame construction) with a maximum of 35 units each. Each building may be sited on its own separate legal parcel and each building may be formed into a strata title corporation, or both buildings may be formed together into one strata title corporation.

Schematic floor layout plans of the apartment buildings shall be provided and such plans shall be subject to minor changes which shall be subject to the approval of the Municipal Inspection Department.

- c) Exterior design and finish shall be subject to approval of Council.
3. One duplex lot and building.

Reference: Drawings A1 - A21, inclusive.



DISTRICT OF MISSION

BY-LAW NO. 966- 1981

A By-Law to amend "District of Mission  
Land Use Contract By-Law No. 498-1976

WHEREAS on April 5, 1976 the District of Mission enacted a By-Law cited as "District of Mission Land Use Contract By-Law No. 498-1976";

AND WHEREAS the Land Use Contract authorized by By-Law No. 498-1976 covers the following property legally described as:

Lots 512, 513, 514 and 515 of  
Section 21,  
Township 17,  
Plan 52726,  
New Westminster District

and is registered under number N.64120;

AND WHEREAS application has been made to the Council of the District of Mission by Raco Developments Ltd. as registered owners of:

Lots 512 and 514 of  
Section 21,  
Township 17,  
Plan 52726  
New Westminster District

to amend the Land Use Contract to locate two 35-unit apartments, in place of townhouse units, which increases the unit total by 27 units;

AND WHEREAS pursuant to the provisions of Section 720 of the Municipal Act, a public hearing was held on October 15, 1980;

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

1. This By-Law be cited for all purposes as "District of Mission Land Use Contract By-Law No. 498-1976 amending Land Use Contract By-Law No. 966 - 1981".
2. District of Mission By-Law No. 921-1980 is hereby repealed.
3. "District of Mission Land Use Contract By-Law No. 498-1976" is hereby amended insofar as it relates to Lots 512 and 514 of Section 21, Township 17, Plan 52726, New Westminster District by deleting Schedule "A" attached to By-Law 498-1976 and substituting therefore Schedule "A" attached hereto:

3. The Mayor and the Clerk of the District of Mission are hereby authorized to sign, seal and deliver an Amending Agreement amending Land Use Contract No. 27 on behalf of the District of Mission and to apply the corporate seal of the District of Mission to the Amending Agreement.

READ A FIRST TIME this 19th day of January , 1981.

READ A SECOND TIME this 19th day of January , 1981.

READ A THIRD TIME this 19th day of January , 1981.

RECONSIDERED AND FINALLY ADOPTED this 21st day of January , 1981.

  
MAYOR

  
CLERK

I HEREBY CERTIFY the above to be a true and correct copy of  
"District of Mission Land Use Contract By-Law 498 -1976 Amending  
By-Law No. 966 -1981

  
CLERK

BETWEEN:

DISTRICT OF MISSION,  
a Municipal Corporation duly incorporated  
under the laws of the Province of British  
Columbia,  
8645 Stave Lake Street,  
Mission City, British Columbia,  
  
("the Municipality")

AND:

RACO DEVELOPMENTS LTD.,  
a British Columbia Corporation,  
Registered office: 1870-777 Hornby Street,  
Vancouver, British Columbia,  
  
("the Developer")

W H E R E A S:

A. The Municipality and the Developer entered into Land Use Contract number 27 dated June 14, 1977 ("the Land Use Contract") authorized by By-law number 498-1976;

B. The Land Use Contract is registered under number N64120 and covers property legally described as:

Lots 512, 513, 514 and 515 of  
Section 21,  
Township 17,  
Plan 52726,  
New Westminster District;

C. The Developer is presently the registered owner of

Lots 512 and 514 of  
Section 21,  
Township 17,  
Plan 52726,  
New Westminster District,

and has applied to the Municipality to amend the Land Use Contract as to the Developer's lots only, to locate two 35-unit apartments, in place of townhouse units, which increases the unit total by 27 units;

D. Section 717.1 of the Municipal Act provides for the amendment and registration of a Land Use Contract and the Municipality and the Developer both acknowledge that the Council of the Municipality could not enter into this amending agreement until the Council held a public hearing in relation to the proposed amendments and considered any opinions expressed at that hearing and unless Council by Bylaw approved the Municipality entering into this amending agreement;

THIS AGREEMENT WITNESSES THAT in consideration of the premises, conditions and covenants set forth in it, the Municipality and the Developer agree as follows:

1. The Land Use Contract insofar as it relates to the following property:

Lots 512 and 514 of  
Section 21,  
Township 17,  
Plan 52726,  
New Westminster District,

is hereby amended by deleting Schedules "A" to "L" and substituting in their place Schedules "A-1" to "L-1" in accordance with the forms of schedules which are attached to and form a part of this amending agreement.

2. In all other respects the Land Use Contract remains the same.

3. This agreement benefits and binds the parties to it and their respective successors and assigns.

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 )  
Municipality was affixed )  
in the presence of: )

John Agnes )  
MAYOR )  
Ronald D. West )  
CLERK )

THE CORPORATE SEAL of the )  
Developer was affixed in )  
the presence of: )

\_\_\_\_\_  
Authorized Signatory

LAND TITLE ACT

FORM 6  
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I certify that on the ..... day of ....., 19 80, at Mission  
in British Columbia, .....  
~~(whose identity has been proved by the evidence on oath of~~ Donald F. West  
..... who is) personally known to me, appeared  
(State full name, address, and occupation)  
before me and acknowledged to me that he/she is the authorized signatory of District of Mission  
..... and that he/she is the person who subscribed his/her name and affixed  
the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix  
the seal to it, †(and that the corporation existed at the date the instrument was executed by the corporation.)

In testimony of which I set my hand and seal of office at Mission, B.C.  
this 13th day of January, 19 80/81  
‡ Bernadette Klumson

\*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets.  
†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162 (5) not to call for further evidence of the existence of the corporation.  
‡Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

LAND TITLE ACT

FORM 6  
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I certify that on the ..... day of ....., 19 80, at Vancouver  
in British Columbia, .....  
~~(whose identity has been proved by the evidence on oath of~~ .....  
..... who is) personally known to me, appeared  
(State full name, address, and occupation)  
before me and acknowledged to me that he/she is the authorized signatory of Raco Developments Ltd.  
..... and that he/she is the person who subscribed his/her name and affixed  
the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix  
the seal to it, †(and that the corporation existed at the date the instrument was executed by the corporation.)

In testimony of which I set my hand and seal of office at Vancouver, B.C.  
this ..... day of ....., 19 80  
‡ .....

\*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets.  
†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162 (5) not to call for further evidence of the existence of the corporation.  
‡Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

LAND USE CONTRACT NO. 27

SCHEDULE "A" - 1

Schedule of Permitted Land Use

Erection of a residential complex comprising the following:

1. 47 semi-detached townhouse units on up to three separate legal parcels with each such parcel comprising not more than one strata corporation.
2.
  - a) One existing apartment building (32864 - 14th Avenue, Mission, B.C.) with a maximum of 30 units, which may be formed into a strata title corporation.
  - b) Two additional apartment buildings (frame construction) with a maximum of 35 units each. Each building may be sited on its own separate legal parcel and each building may be formed into a strata title corporation, or both buildings may be formed together into one strata title corporation.

Schematic floor layout plans of the apartment buildings shall be provided and such plans shall be subject to minor changes which shall be subject to the approval of the Municipal Inspection Department.

3. One duplex lot and building.

Reference: Drawings A1 - A21, inclusive.

LAND USE CONTRACT NO. 27

SCHEDULE "B"- 1

Plot Plan and Specifications: Refer *A-1*

Site Area: 14 acres, approximately

Yards front: Condominiums - minimum 25 feet

rear: Minimum 25 feet

side: Zero lot lines internally on condominium buildings  
12 feet on external property sidelines.  
Apartment building siting to requirements of  
Zoning By-Law No. *648-1978*

Site Coverage: See below

Height of Building and Structures: See below

maximum: 36'

minimum:

Floor space ratio: See below

Minimum floor area: See below

Number of units: 47 townhouse

100 (maximum) apartment (30 existing)

1 duplex

Plan

Drawings: - A1 - A21 inclusive

- 2121-004-01

LAND USE CONTRACT NO. 27

SCHEDULE "C" - 1

Off Street Parking: Condominium and apartment site.

Total Area 40,500 (covered 23,940; uncovered 16,560)

Number of Spaces 72 townhouses and 153 apartment spaces  
(45 in existing building)

Size of Spaces 9 x 20

Surfacing Asphalt or cement

Lighting To B.C. Hydro Specifications

Signs As per Municipal Sign By-Law 451-1968

Access 14th Avenue and Cedar Valley Road

Plan

Off Street Loading:

Total Area )

Size of Area )

Location )

Surfacing ) NOT APPLICABLE

Lighting )

Signs )

Access )

Plan

Access Roads and Driveways

Plan As shown schematically on Drawing 2121-004-01

Width As shown

Curb and Gutter As shown

Surfacing Asphalt

Drainage Connect to Municipal drainage system according  
to working drawings to be submitted.



LAND USE CONTRACT NO. 27

SCHEDULE "D" - 1

Signs: To requirements of District of Mission Sign  
By-Law No. 451-1968.

Number

Types

Location

Design

Size

Plan

Buildings & Structures:

Plans As per Drawing Nos. A1 to A16 (inclusive)

Specifications To the National Building Code and District of  
Mission Building Regulations.

Landscaping, Surface Treatment, Fences and Screens:

Plans As per Drawing Nos. A18, A19, A20, A21

Specifications The Development shall, from date of completion,  
be maintained in a neat and tidy manner with the  
materials being used as shown on the landscape  
plan submitted.

The finished grade at the property line shall  
conform to the Subdivision Control By-Law  
provided that the finished grade on Cedar  
Valley Road shall be adjusted between Charnley  
Avenue and 14th Avenue to suit Municipal re-  
quirements.

LAND USE CONTRACT NO. 27

SCHEDULE "E" - 1

Utilities:

Water  
and  
Sewerage  
Systems

The Developer has or shall construct the water distribution and sewage collection systems as shown on Drawing 2121-004-01 (other than those works and services specified in Schedule I to be constructed by the Municipality) and connect them to the municipal systems including the additions to the systems referred to in Schedule I, provided that the actual work of making connections shall be carried out by the Municipality and charged to the Developer.

The whole of the said works shall conform to the Municipal subdivision control by-law that shall be attested to by a Professional Engineer licenced to practise in the Province of British Columbia, who shall also prepare as constructed drawings; one set of said drawings shall be provided to the Municipality. The Municipality may in its discretion inspect those portions of the said works that shall become the property of the Municipality, that is, watermains 6-inch diameter and larger and sanitary sewers 8-inch and larger.

Gas

As required

Telephone  
and  
Electricity

As required by underground service off roadway to be dedicated and by dip service from existing facilities on 14th Avenue or Cedar Street.

LAND USE CONTRACT NO. 27

SCHEDULE "F" - 1

Highways, Bridges, Lanes, Walkways and Drainage

New Roads

The highway shown to be dedicated has been constructed and accepted as schematically shown on Drawing 2121-004-01, in accordance with working drawings already approved by the Municipality, including road base, curb and gutter, paving, drainage, roadway lights and road and street name signs.

Existing Roads

The drainage through the culvert across 14th Avenue near Cedar Valley has been diverted to a drainage ditch on the north side of 14th Avenue leading to a storm drain near Orchid. Catch-basins have been installed on the south side of 14th Avenue with the necessary road crossings.

The 24-inch drain crossing 14th Avenue in the vicinity of Orchid has been extended as necessary.

A storm drainage system including catchbasins shall be provided on Cedar Valley Street to service the east side of the street fronting the Land as shown schematically on Drawing 2121-004-01.

Protection of

Watercourses

The Developer shall ensure that damage to the watercourses caused by siltation or other means shall not occur and shall protect by seeding or otherwise all surfaces that may be subject to erosion.

Specifications

All work referred to in this schedule shall conform to the Municipal Subdivision Control By-law, provided that no fees in respect of the work shall be charged by the Municipality.

Future Curb

and

Gutter

It is understood and agreed between the Developer and Municipality that when the Municipality determines that curb and gutter should be installed on the portion of Cedar Valley Street and/or 14th Avenue fronting the Land that the necessary assent to such work by local improvement is hereby given by the Developer under the terms and conditions prevailing at the time the work is to be done.

LAND USE CONTRACT NO. 27

SCHEDULE "G" - 1

Subdivision Plans:

Parcels:

Area  
Shape  
Dimensions

As shown on Drawing 2121-004-01 and such further subdivision to accommodate the Developers phased construction programme.

Highways:

Dimensions  
Location  
Alignment  
Gradient

As shown on Drawing 2121-004-01 together with a dedicated walkway 10 feet wide (10 feet presumed to be dedicated by the adjacent owner at a later date).

Rights-Of-Way:

Rights-of-way on the Land shall be granted to the Municipality in the form annexed hereto for all works and services that shall become the property of the Municipality or under the terms of this contract shall be constructed by the Municipality on the Land, whether or not shown on Drawing 2121-004-01 together with rights-of-way for

- a) the extension of the two culverts across Cedar Valley Street,
- b) for the filling to east property line of Cedar Valley Street, and
- c) the construction of the walkway along the alignment of Alder Street northward from 12th Avenue to the new road to be constructed and dedicated under this contract.

LAND USE CONTRACT NO. 27

SCHEDULE "H" - 1

Parks, Public Space and Recreation Facilities for Development Use

Construction	}	NOT APPLICABLE
Location		
Size		
Development		
Furnishing		
Plans		

Parks, Public Space and Recreational Facilities for Public Use

Construction	}	NOT APPLICABLE
Location		
Size		
Development		
Furnishing		
Plans		

LAND USE CONTRACT NO. 27

SCHEDULE "I" - 1

Development and Service to be Provided or Paid for by the Municipality

The Municipality shall construct not later than March 1, 1977;

1. a 14-inch diameter trunk sanitary sewer (trunk sewer) from the end of trunk sewer as presently constructed at a point on Charnley Avenue near Lapwing Drive to the North end of the Land on 14th Avenue generally along the alignment schematically shown on Drawing 2121-004-01 or on any alternative alignment agreed to by both parties provided that the Developer, shall:
  - (a) within 60 days of the execution of this contract pay to the Municipality the sum of \$31,000.00.
  - (b) within 60 days of the execution of this contract enter into an agreement with the Municipality granting it a right-of-way in the form attached hereto permitting the Municipality to construct and maintain that portion of the trunk sewer on the Land provided that the right-of-way shall not be registered until the trunk sewer has been constructed and further provided that the Developer shall cause no charge to be placed on the Land that takes precedence over the said right-of-way.
  - (c) as part of the landscaping in the general vicinity of the right-of-way to construct and maintain as landscaping a berm as schematically shown on Drawing 2121-004-01 not less than 12 feet wide to provide vehicle access for maintenance and surface it in a manner acceptable to the Municipality, grass, gravel or asphalt.
2. an 8-inch sanitary sewer on 14th Avenue on the basis of a local improvement under the normal requirements for a local improvement, provided that the necessary assent of the property owners is forthcoming in the usual way, the assent of the Developer being hereby granted, on the understanding that the portion of the Land fronting 14th Avenue shall be considered to have an assessed frontage equal to the frontage on the north side of 14th Avenue opposite the Land.
3. an 18-inch diameter watermain from its reservoir at Best Avenue to 14th Avenue and an 18-inch diameter watermain from 14th Avenue to Charnley Avenue, provided that the Developer, shall:
  - (a) within 30 days of the execution of this contract submit to the Municipality for approval working Engineering drawings of the said waterworks.
  - (b) within 30 days of the Municipality calling tenders for the construction of said watermains pay to the Municipality \$37,000.00.

LAND USE CONTRACT NO. 27

SCHEDULE "J" - 1

Works and Services to be Maintained and Operated by the Developer

The Developer shall maintain and operate all works and services in the Land, whether or not upon right-of-ways required to be granted, other than watermains 6-inches and larger (including corporation cocks attached thereto), firehydrants and sanitary sewers 8-inch diameter that shall become vested in the Municipality.

LAND USE CONTRACT NO. 27

SCHEDULE "K" - 1

Performance Security:

The Developer shall deposit as Development Security with the Municipality a letter from the Developer's banker, with which the letter shall provide proof of the financial capability of the Developer to complete the works and services required under the terms of this Land Use Contract.

The Development Security shall be released when the Development has been completed, including landscaping as certified by the Municipal Development Officer.



LAND USE CONTRACT NO. 27

SCHEDULE "L" - 1

TIMES OF DEVELOPMENT CONSTRUCTION:

Construction of the Development shall commence not later than nine (9) months from the date of execution of this contract.

The total development shall be completed not later than the thirty-first (31) day of December, 1982, save and except that reasonable extension shall be granted from time to time for delays caused by 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.