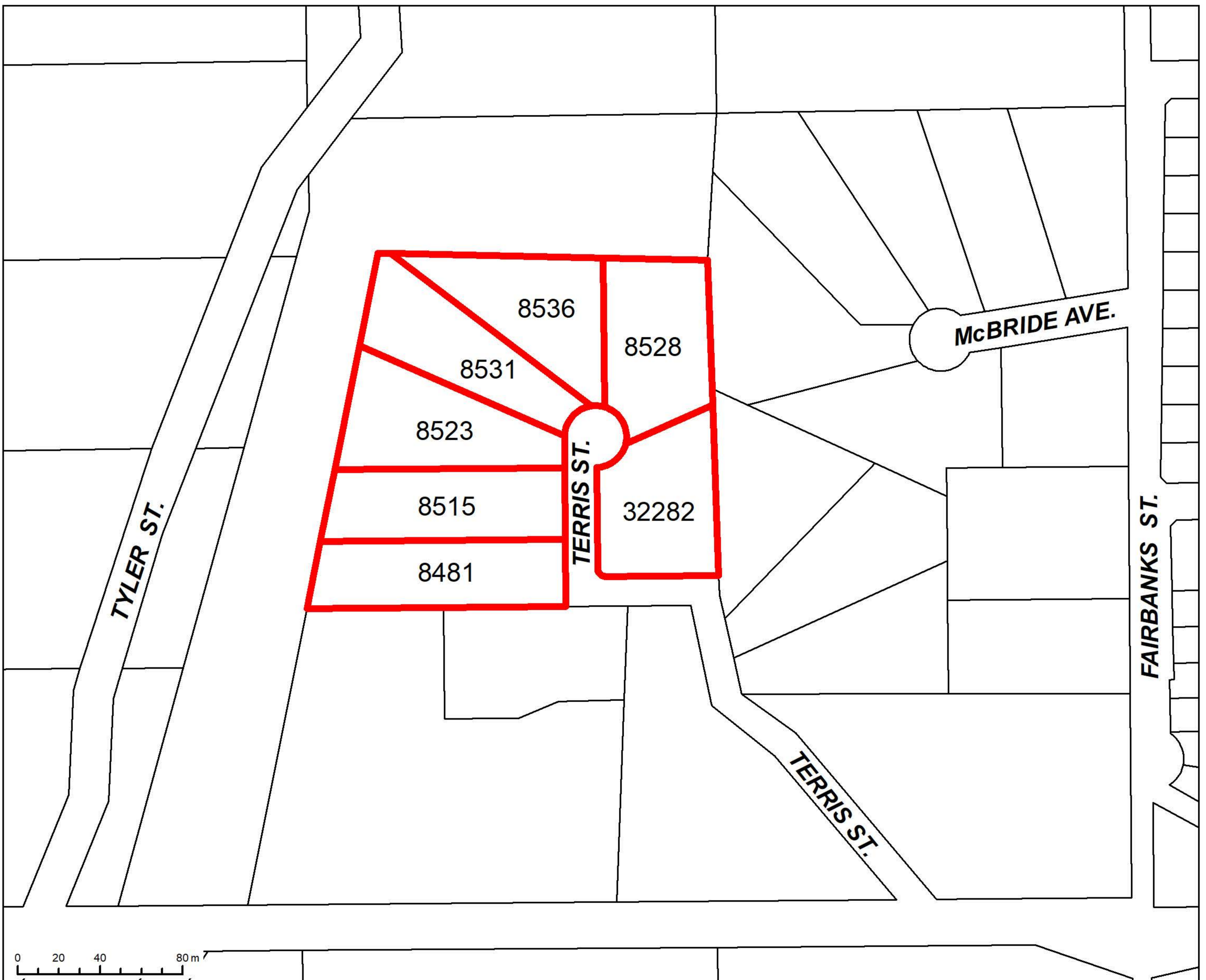
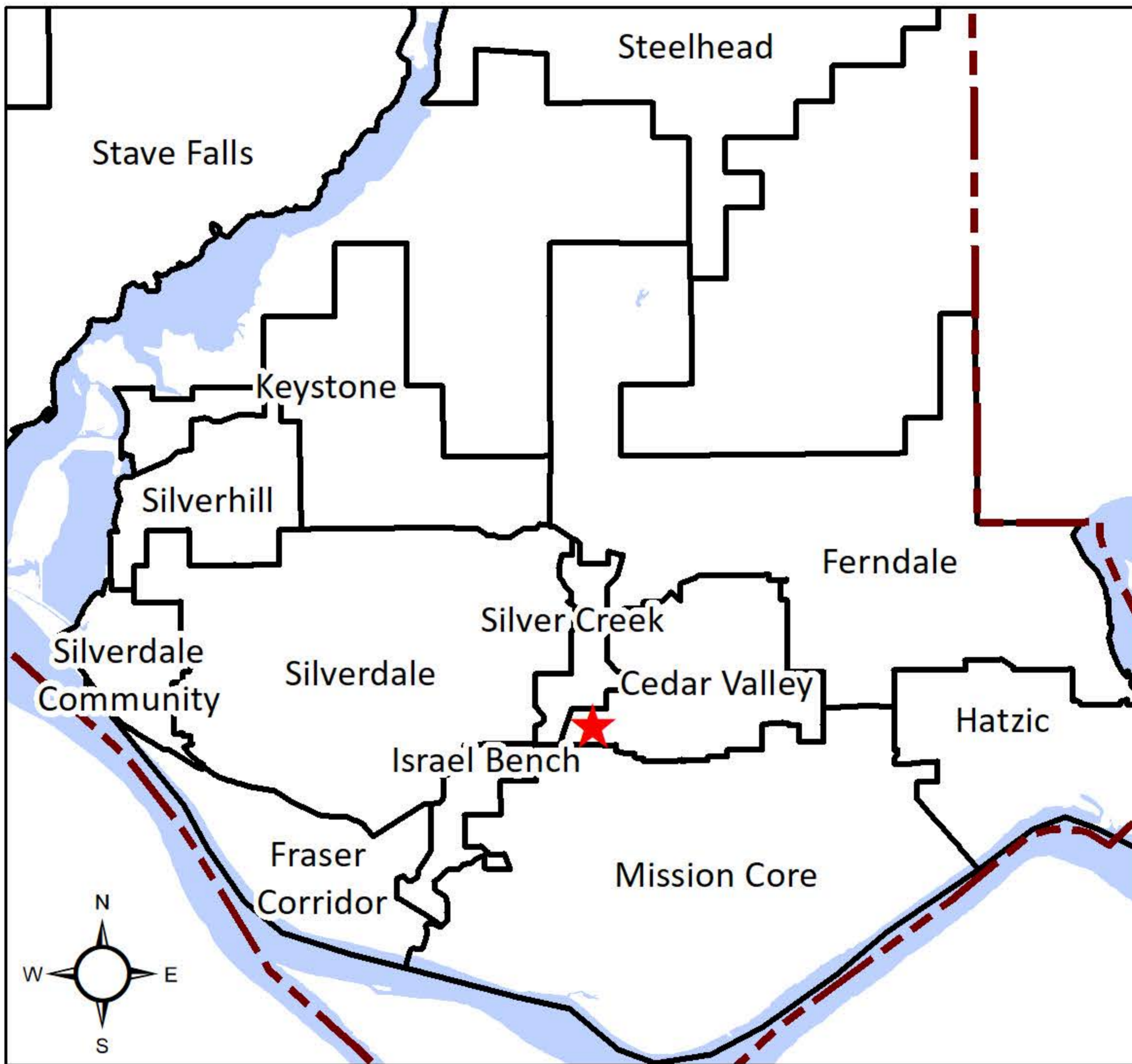


Contract No.: 628-1977

Subject Property: See Map Below

OCP Designation: Suburban Residential



DISTRICT OF MISSION

BY-LAW NO. 628-1977

A By-Law to authorize the Council to enter into
a Land Use Contract with Donald and Doreen Lyttle

WHEREAS, under the provisions of Section 702A(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. 20 By-Law No. 246-1973" declared the following described land to be a Development Area:

The whole of the areas within the boundaries of the Municipality which is divided into zone designations and all of the zones as designated by "The District of Mission Zoning By-Law No. 91-1971" and amendments thereto, save and except those areas described in the following by-laws:-

Development Area No. 3 By-Law No. 95-1971
Development Area No. 4 By-Law No. 108-1971
Development Area No. 5 By-Law No. 109-1971
Development Area No. 7 By-Law No. 141-1971
Development Area No. 8 By-Law No. 142-1971
Development Area No. 9 By-Law No. 143-1971
Development Area No. 10 By-Law No. 144-1972
Development Area No. 11 By-Law No. 145-1972
Development Area No. 15 By-Law No. 155-1972
Development Area No. 16 By-Law No. 156-1972
Development Area No. 17 By-Law No. 159-1972
Development Area No. 19 By-Law No. 211-1972

AND WHEREAS the Council has received an application under the provisions of Section 702A(3) of the Municipal Act for a Land Use Contract to subdivide the following described property into seven parcels:

Lot 13, North West Quarter, Section 29, Township 17,
Plan 2608, New Westminster District

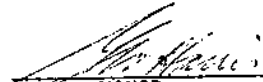
AND WHEREAS a Public Hearing was held on the 19th day of October, 1977, with respect to the said application:

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

1. This By-Law may be cited for all purposes as "District of Mission Land Use Contract By-Law No. 628-1977".
2. It shall be lawful for and the Council of the District of Mission is hereby empowered to enter into a Land Use Contract with Donald and Doreen Lyttle to subdivide:
Lot 13, North West Quarter, Section 29, Township 17, Plan 2608, N.W.D.
into seven parcels of land.
3. The Mayor and the Clerk of the District of Mission are hereby authorized to sign, seal and deliver a Land Use Contract on behalf of the District of Mission, and apply the Corporate Seal of the District thereto.

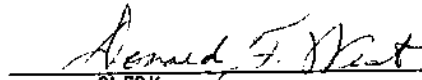
READ A FIRST TIME this 7th day of November, 1977
READ A SECOND TIME this 7th day of November, 1977
READ A THIRD TIME this 7th day of November, 1977

RECONSIDERED AND FINALLY ADOPTED this 20th day
of March , 1977.


MAYOR


CLERK

I HEREBY CERTIFY the foregoing to
be a true and correct copy of
"District of Mission Land Use
Contract By-Law No. 628-1977".


CLERK

DISTRICT OF MISSION

BY-LAW NO. 628-1977

A By-Law to authorize the Council to enter into a Land Use Contract with Donald and Doreen Lyttle

65-76
JUL 10
LAND RECEIPT DISTRICT OF MISSION B.C.

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

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- Development Area No. 10 By-Law No. 144-1972
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- Development Area No. 15 By-Law No. 155-1972
- Development Area No. 16 By-Law No. 156-1972
- Development Area No. 17 By-Law No. 159-1972
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AND WHEREAS a Public Hearing was held on the 19th day of October, 1977, with respect to the said application:

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

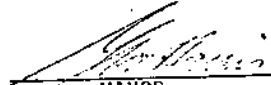
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2. It shall be lawful for and the Council of the District of Mission is hereby empowered to enter into a Land Use Contract with Donald and Doreen Lyttle to subdivide:
Lot 13, North West Quarter, Section 29, Township 17, Plan 2608, N.W.D.
into seven parcels of land.
3. The Mayor and the Clerk of the District of Mission are hereby authorized to sign, seal and deliver a Land Use Contract on behalf of the District of Mission, and apply the Corporate Seal of the District thereto.

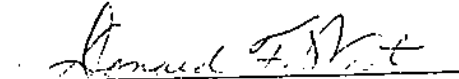
READ A FIRST TIME this 7th day of November, 1977

READ A SECOND TIME this 7th day of November, 1977

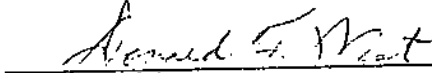
READ A THIRD TIME this 7th day of November, 1977

of RECONSIDERED AND FINALLY ADOPTED this 20th day
March , 1978.


MAYOR


CLERK

I HEREBY CERTIFY the foregoing to
be a true and correct copy of
"District of Mission Land Use
Contract By-Law No. 628-1977".


CLERK

LAND USE CONTRACT No. 79

P 65586
JUL 10 14 55 '78
LAND USE CONTRACTS OFFICE
VICTORIA B.C.

THIS CONTRACT is dated the 7th day of July

BETWEEN:-

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

(hereinafter called "THE MUNICIPALITY")

OF THE FIRST PART

AND: Donald Edward Lyttle,
7471 Northcote Street,
Mission, B. C.

AND Doreen Elizabeth Lyttle
7471 Northcote Street,
Mission, B. C.

(hereinafter called "THE DEVELOPER")

OF THE SECOND PART

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

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

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

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

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

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

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

OWNER

1. The Developer is an owner of these lands and premises situate lying and being in the District of Mission, in the Province of British Columbia, and being more particularly known and described as:

AND

Lot 13, Northwest Quarter, Section 29, Township 17, Plan 2608 save and except

- 1 Part 6.9 acres set out on sketch 11724
- 2 Part included in Parcel A, Explanatory Plan 14840
- 3 Part in

(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 public utilities and Municipal services including water, sewer, gas, telephone and electricity, shall be placed, provided and constructed in compliance with and according to the plans and specifications set out in Schedule "E" hereto.
- HIGHWAYS 10. All highways, bridges, lanes and walkways, including drainage, surfacing, curbs, gutters, street lighting, boulevards and street signs shall be provided, located and constructed in compliance with and according to the plans and specifications set out in Schedule F1 and F2 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.
- SUBDIVISION 12. No land shall be subdivided except in compliance with and according to the plans and specifications set out in Schedule G hereto.
- PAYMENT 13. Except as specifically provided in Schedule I hereto, the entire cost of the development of the land including the provision of all works and services and (including Municipal Inspection fees) and the provision and construction of the items set out in paragraphs 6 to 11 hereof shall be paid for by the Developer.
- OWNERSHIP 14. All works and services, save and except gas and electricity, buildings, structures, pipes and fixtures and development constructed, placed or carried out upon property that is now, or by this contract becomes vested in the Municipality or located upon highways dedicated or required to be dedicated, or upon rights-of-way granted or required to be granted shall, upon acceptance by the Municipality in writing, become the property of the Municipality free and clear of any claim by the Developer or any person claiming through the Developer and the Developer shall save harmless the Municipality from any such claim.
- MAINTENANCE 15. Except as provided in Schedule J hereto, the Municipality shall, from the date of acceptance, become solely responsible for the operation, upkeep and maintenance of any works and services and any building, structure, pipes and fixtures of development accepted by it pursuant to paragraph 14 hereof, but nothing herein contained shall be deemed to or require the Municipality to operate, maintain or repair such works and services, buildings, structures, pipes and fixtures or development in any manner or to any extent different from its obligations in relation to similar works, services, buildings, structures, pipes, fixtures or developments constructed by it out of its general Municipal funds.
- SECURITY 16. The Developer shall provide the Municipality with the security set out in Schedule K hereto to guarantee performance hereto.

SCHEDULE

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

17A. The Developer hereby agrees to pay to the Municipality the normal building permit fee at the time the Developer makes application for a building permit on the said Land for the Municipality's own use absolutely which amount or any part thereof is not refundable.

17B. Upon execution of this contract by the Developer, the Developer shall pay the sum of \$ 7,500.00 to the Municipality for the Municipality's own use absolutely which amount or any part thereof is not refundable.

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

REGISTRATION

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

INTERPRETATION

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

BY-LAWS

20. All references to a by-law mean a By-law of the Municipality (whether or not so stated herein). All by-laws referred to, or applicable in this contract, shall be the most recent by-law enacted, with the most recent amendments thereto, effective on the date of the public hearing for this Land Use Contract.

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.

AWINGS

21. The drawings (if any) referred to on Schedule "A" of this contract (herein referred to as the Drawings) shall form part of this contract as if embodied herein; additional and/or working drawings shall also form part of this contract if approved by the Municipality.

Wherever and whenever works and services are required to be constructed to Municipal requirements or reference is made to engineering drawings they shall be prepared by a Professional Engineer registered to practise in British Columbia; the said drawings shall be submitted by the Developer for approval by the Municipality as if they were being submitted in accordance with the requirements of the Municipal Subdivision Control By-law.

NDING

22. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

A public hearing on this agreement was held on 19th day of October, A.D. 19 77.

This agreement was approved on the 20th day of March, A.D. 19 78 by By-law No. 628-1977.

IN WITNESS WHEREOF the parties to this agreement have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL OF

was affixed in the presence of:

[Signature]

[Signature] Acting CLERK.

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

Name [Signature]

Address [Signature]

[Signature]

Occupation [Signature]

D Lytle
D C Lytle

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 7th day of JULY, 1978,
at MISSION, 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 ACTING CLERK of
of DISTRICT OF MISSION, and that he is the person
who subscribed his name to the annexed instrument as ACTING 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 7th day
of JULY one thousand nine
hundred and seventy-EIGHT.

G. W. WALKER

~~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, Shirley Beathouse of the District
of Mission, the Province of British Columbia, make
oath and say:

1. I was personally present and did see the within instrument duly
signed and executed by *Harold Harnett & Donald Lytle*
the parties thereto, for the purposes named therein
2. The said instrument was executed at *Mission B.C.*
3. I know the said parties, and that they are of the full age of nineteen
years.
4. I am the subscribing witness to the said instrument and am of the full
age of sixteen years.

Sworn before me at *Mission*
in the Province of British Columbia, this
18th day of October, 1977.

F.A. Boyle

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

LAND USE CONTRACT

CONSENT

KNOW ALL MEN BY THESE PRESENTS that, FRASER VALLEY
CREDIT UNION
of 33181 2ND AVE, MISSION, B.C.
being the holder of a charge by way of FIRST MORTGAGE
registered at the Land Registry Office at NEW WESTMINSTER
_____ under number M26686
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 LOT 13, NW 1/4,
SEC 24, TP17, R. 2608 EXCEPT FIRSTLY: PARCEL 1
(REFERENCE PLAN 14980) SECONDLY: PART SUBDIVIDED BY PLAN
18033, THIRDLY: PART SUBDIVIDED BY PLAN 23814, N.W.D.
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 DISTRICT
OF MISSION
dated the 11 day of OCT A.D. 1977
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 _____)

W. H. ...
BRANCH MANAGER
M. J. ...
OPERATIONS MANAGER

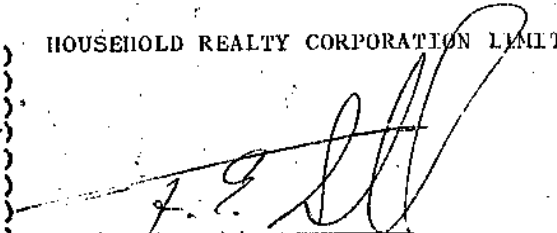
LAND USE CONTRACT

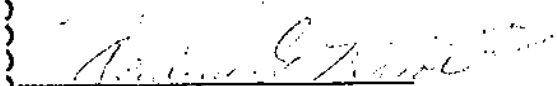
CONSENT

KNOW ALL MEN BY THESE PRESENTS that, Household
Realty Corporation Limited
of Canada
being the holder of a charge by way of second mortgage
registered at the Land Registry Office at New Westminster
under number N 48582
against all and singular that certain parcel of tract of land
and premises being in the Municipality
of Mission, in the Province of
British Columbia and known and described as
Lot thirteen (13), of the North West Quarter (NW¼),
of Section Twenty-Nine (29), Township Seventeen (17),
Plan 2608 Except: Firstly: parcel 1 (Reference Plan 14980)
Secondly: Part subdivided by Plan 13062 (see reverse side)
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 _____
Municipality of Mission
dated the _____ day of _____ A.D. 19 77
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 _____)

HOUSEHOLD REALTY CORPORATION LIMITED


Vice President


Assistant Secretary

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>
FRASER VALLEY CREDIT UNION	33181 2ND AVE, MISSION, B.C.	CREDIT UNION	FIRST MORTGAGE.
HOUSE HOLD REALTY		MTG. CO.	SECOND MORTGAGE

LAND USE CONTRACT NO. 79

SCHEDULE "A"

Schedule of Permitted Land Use:

The subdivision of the legally described parcel on page two, into seven (7) parcels of land, each lot being approximately one acre, with appropriate internal highway access and servicing, all sometimes referred to herein as the Development.

LAND USE CONTRACT NO.79

SCHEDULE "B"

Plot Plan and Specifications

Site Area	As per Schedule "G"
Yards front	Minimum 25 feet
rear	Minimum 25 feet
side	Minimum 5 feet
Site Coverage	Minimum residence coverage as below
Height of Building and Structures	
Maximum	
Minimum	
Floor Space Ratio	
Minimum Floor Area	There shall be a minimum of 1200 square feet livable floor area to each residence per lot, and area shall be calculated as one floor, rather than a total of two stories.
Number of Units	
Plan	

LAND USE CONTRACT NO. 79

SCHEDULE "C"

Off Street Parking:

Total Area

Number of Spaces

Size of Spaces

Surfacing

Lighting

Signs

Access

Plan

Two per lot created

Minimum of 9 feet X 20 feet

Asphalt or concrete

Off Street Loading:

Not applicable

LAND USE CONTRACT NO. 79

SCHEDULE "D"

Signs:

Not applicable

Buildings and Structures:

Plans

To be presented to Building Inspector for approval, and if seen fit by Building Inspector, may be submitted to Municipal Design Panel

Landscaping, Surface Treatment, Fences and Screens:

Not applicable

LAND USE CONTRACT NO. 79

SCHEDULE "E"

Municipal Utilities:

Water	Extend the Municipal water system on Cherry Avenue to the Development in 4-inch size with type of material to be approved by Municipal Engineer. Pressure regulation station to be constructed at location to be approved by Municipal Engineer. If required by the Municipality Developer shall install additional fittings furnished to him by the Municipality. One hydrant to be installed at the Development
Sewer	No Municipal system available. Individual septic tanks to conform to Provincial requirements
Specifications	To Subdivision Control By-law and site specific requirements

Public Utilities:

Gas	Not applicable
Electricity	B.C. Hydro overhead service to be relocated and extended as required
Telephone	B.C. Tel service to be relocated and extended as required

Lot Services:

Water	3/4-inch service to be provided for each lot, located under access driveways
Sewer	Individual septic tanks to be installed to conform to Provincial requirements
Drainage	By rockpit
Electricity	From B.C. Hydro and Power Authority
Gas	Not available
Telephone	From B.C. Telephone
Access	Access culverts shall be installed over roadside drainage ditches at the locations of the water service

LAND USE CONTRACT NO. 79

SCHEDULE "F-1"

Highways, Bridges, Lanes, Walkways and Drainage - Onsite

Road Construction

Terris Road shall be constructed across the Lands as an 5.4 metres (18 feet) wide paved road plus shoulders for an overall width of 8.0 metres (26 feet).

Street Lighting

Pole mounted road lighting shall be provided at not more than 3 locations

Boulevards

To requirement of Subdivision Control By-law

Street Signs

Not applicable

Drainage

To requirements of Subdivision Control By-law

Specifications

Prior to the commencement of the engineering design, the work shall be discussed with the Municipal Engineer and engineering drawings shall be submitted to requirements of Subdivision Control By-law.

The work shall be carried out in a manner and at times that have the approval of Provincial and Federal authorities having jurisdiction.

The Developer shall submit copies of the Engineering Drawings for their approval and/or shall provide evidence that they have been approved by the said Provincial and Federal Authorities.

The work shall be carried out in a manner and at times that have the approval of Provincial and Federal authorities having jurisdiction.

LAND USE CONTRACT NO. 79

SCHEDULE "F-2"

Highways, Bridges, Lanes, Walkways and Drainage - Offsite

Road Construction

Terris Road, from its commencement at Cherry Street to the Lands shall be widened to 26 feet with a gravel surface. The grading shall be improved where and to the extent it is considered practical by the Municipal Engineer. The Municipality will load at its own pit pitrun and crushed gravel sufficient for the work; the Developer shall provide the trucks; he shall arrange the times for loading with the Superintendent of the Municipality the times for loading not less than 48 hours in advance of the time he requires the gravel.

If in the course of the work it is necessary to spill material onto adjoining Lands the Developer shall obtain approval for such spilling from the Owners.

Roadway Lighting

Not applicable

Boulevards

To be cleared as required for the work only; all materials cleared shall be burned or otherwise disposed of to the satisfaction of the Municipal Engineer.

Street Signs

Not applicable

Drainage

The work of widening the road shall be designed and carried out in a manner not to adversely affect the existing drainage. The Municipality will provide such additional lengths of corrugated metal pipe culvert as are necessary to lengthen the existing culverts.

Specifications

Prior to the commencement of the engineering design, the work shall be discussed with the Municipal Engineer and engineering drawings shall be submitted.

The work shall be carried out in a manner and at times that have the approval of Provincial and Federal authorities having jurisdiction.

All work shall conform to the Subdivision Control By-law excepting as particularly otherwise set out in this contract and site specific considerations.

LAND USE CONTRACT NO. 79

SCHEDULE "H"

Parks, Public Space and Recreational Facilities:

Not applicable

LAND USE CONTRACT NO. 79

SCHEDULE "I"

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

1. Material cost only for such waterworks fittings the Municipality requires to be installed in excess of those to be installed by the Developer at his cost on the watermain to be constructed on Cherry Avenue or the existing portion of Terris Road.
2. Provision and loading of gravel only as set out in Schedule F-2.

LAND USE CONTRACT NO. 79

SCHEDULE "J"

Works and Services to be Maintained by the Developer

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

SCHEDULE "K"

Security:

The security to guarantee the performance of this contract shall be one or more letters of credit in a form acceptable to the Municipality in the amount of \$ 2000.00 for the construction of the Development (the Development Security) plus the amount referred to in Schedule L for the construction of works (if any) referred to in Schedules E and F (the Works Security).

The Development Security shall be deposited with the Municipality by the Developer not later than 7 calendar days after the adoption of the By-law authorizing this contract and prior to the time the Mayor and Clerk sign this contract on behalf of the Municipality.

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

- (a) Water System
- (b) Road and Drainage

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

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

The Development Security shall be released at the same time the said 5 percent balance of the Works Security is released.

LAND USE CONTRACT NO. 79

SCHEDULE "L"

Times of Construction:

The Developer shall commence construction of the works included in Schedules E and F within 150 days of being notified in writing of the signing of this contract by the Municipality in accordance with the following schedule:

- (a) Engineering drawings to be submitted to the Municipal Engineer within 90 calendar days,
- (b) The Municipal Engineer shall review said drawings and return them to the Developer within a further 30 calendar days,
- (c) The Developer shall submit to the Municipal Engineer his estimate of the cost of the works within a further 15 days in a form and amount acceptable to the Municipal Engineer,
- (d) The Developer shall submit a letter of credit in the amount of 100 percent of the Developers estimate for the works as approved by the Municipal Engineer within 7 calendar days of being advised that the Developers estimate of the cost of the work is acceptable to the Municipality.

The said works shall be completed by September 30, 1978, save and except that reasonable extension shall be granted from time to time due to force majeure, including but not limited to strikes, lockouts (other than by the Developer alone), unusual weather and site conditions and other circumstances beyond the control of the Developer (save and except financing) or acts of God. The Developer shall promptly apply for any such extension of time upon the occurrence of any of the foregoing events.

It is understood and agreed that no building permit shall be issued on any of the lots to be created prior to the time that the works specified in Schedules E and F have been accepted by the Municipality, unless the Council of the Municipality by resolution so approve upon the recommendation of the Municipal Engineer.

DISTRICT OF MISSION

BY-LAW NO. 629 - 1977

A By-law to authorize the borrowing of money for the purpose of completing the New Public Works Complex

WHEREAS, pursuant to the provisions of Section 260 of the Municipal Act, the Council may contract a debt for any purpose of a capital nature, such debt not to exceed at any time a total amount equal to Thirty-Five (\$35.00) multiplied by the population figure of the Municipality and may, by by-law, without the assent of the electors, contract the debt by borrowing and make provision for the repayment of the debt and interest thereon:

AND WHEREAS the amount of the existing obligations of the Municipality, authorized under the said Section 260 at the date hereof is Nil.

AND WHEREAS the amount of the authorized debenture debt of the Municipality is \$3,368,939.00 of which \$2,403,262.00 is existing outstanding debenture debt and \$965,677.00 is authorized and unissued debenture debt Municipality is in arrears:

AND WHEREAS the Council deems it necessary to borrow the sum of \$250,000.00 for the purpose of completing the construction of a new Public Works Depot:

AND WHEREAS the approval of the Inspector of Municipalities has been obtained:

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

1. The Council is hereby authorized and empowered to borrow upon the credit of the District of Mission from the Canadian Imperial Bank of Commerce the sum of \$250,000.00, at such times at the same may be required for the purpose hereinbefore recited, and to pay interest thereon at a rate not to exceed the prime rate.
2. There shall be raised and levied during the currency of the obligation hereby created by a rate sufficient therefor over and above all other rates upon all land and improvements subject to taxation for general municipal purposes in the Municipality for the repayment of the principle in the respective years the amount as follows, together with the payment of interest thereon:

<u>YEAR</u>	<u>PRINCIPAL</u>
1978	\$ 50,000.00
1979	50,000.00
1980	50,000.00
1981	50,000.00
1982	50,000.00
	<u>\$250,000.00</u>

3. The Mayor and the Treasurer are hereby authorized to do all necessary acts and things to carry out the intent of this By-law.
4. This By-law shall take effect upon the date of its adoption by the Council.
5. This By-law may be cited for all purposes as "District of Mission Short Term Capital Borrowing By-law No. 629 - 1977".

READ A FIRST TIME this 7th day of November, 1977.
READ A SECOND TIME this 7th day of November, 1977.
READ A THIRD TIME this 7th day of November, 1977.

I HEREBY CERTIFY the foregoing
to be a true and correct copy of
"District of Mission Short Term
Capital Borrowing By-law No.
629 - 1977" certified at third
reading.

W. H. ...
CLERK

RECEIVED the approval of the Inspector of Municipalities this 30th day
of November, 1977.

RECONSIDERED AND FINALLY ADOPTED this 5th day of December, 1977.

[Signature]
MAYOR

Ronald F. West
Deputy CLERK

I HEREBY CERTIFY the foregoing
to be a true and correct copy of
"District of Mission Short Term
Capital Borrowing By-law No.
629 - 1977".

Ronald F. West
Deputy CLERK



Province of
British Columbia

Ministry of
Municipal Affairs
and Housing

Parliament Buildings Victoria
British Columbia
V8W 3E1

MUNICIPAL AFFAIRS

YOUR FILE
OUR FILE D15-21

November 30, 1977

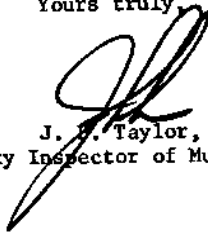
Mr. H. Harnett,
Clerk-Administrator,
District of Mission,
Box 20,
Mission, B. C.
V8V 4L9

Dear Mr. Harnett:

Re: Short Term Capital Borrowing By-law No. 629
(Public Works Complex) District of Mission

Enclosed herewith is one copy of the by-law approved
under the provisions of section 262 of the Municipal Act.

Yours truly


J. J. Taylor,
Deputy Inspector of Municipalities.

WJE/mr

Enc.

