

21 JAN 72

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PRINCE GEORGE
L.R.O.
GIVE PAYMENT

No. _____

H 00600\$ 5576

LAND REGISTRY ACT 12 JAN 25 PM 9 56 9

FORM C
(Section 128)

Application for Registration of Charge

Date 21st January 1972

I, Josie Dunbar GORDON HOUGH, solemnly declare
that I am ~~not~~ the duly authorized Agent of Rice Chevrolet Oldsmobile Ltd.
CITY OF PRINCE GEORGE and that he is entitled to a

* Land Use Contract
over the land hereunder described, and hereby make application under the provisions of the "Land Registry Act"
and claim registration of a charge accordingly.

The full name, address, and occupation of the person so entitled to be registered as owner of the charge is
Rice Chevrolet - Oldsmobile Ltd. 623 George Street, Prince George B.C.

THE CITY OF PRINCE GEORGE
I am a British subject.† [Or]
I am not a British subject.† [Or]
I am informed by NIA, and
(Adapt to suit circumstances.)

† Not applicable
where the
applicant
is a corporation.
Strike out words
not applicable.

verily believe, that the person so entitled to be registered as owner of the charge is a British
subject [or] is not a British subject.††
The fee-simple is registered in Vol. F 216217, F21629, Fol. , of the Register.

DESCRIPTION OF LAND

MUNICIPALITY OR ASSESSMENT DISTRICT	LOT OR SECTION	ADMEASUREMENT OR ACREAGE
City of Prince George	Lots 1 to 35 inclusive and Lots 37 and 38, Block 1, District Lot 932, Plan 796, Cariboo District.	<u>RC.</u> <u>2 acres 176 4.00</u>

LIST OF INSTRUMENTS

DATE	PARTIES	CHARACTER OF DEED
10 January 1972	City of Prince George and Rice Chevrolet - Oldsmobile Ltd.	Land Use Contract and Plans See filings F12617, F20605, F20606.

And I solemnly declare that I have investigated and ascertained the value of the interest covered by the charge, registration of which is hereby applied
for, and that the true value thereof at the date of this application is MINIMAL dollars; (in the case of a Solicitor or Agent, add)
and I am duly authorized by the owner to make this application (in the case of an Agent, add) and I reside in the Province of British Columbia, and am of
the full age of twenty-one years.
And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and
by virtue of the "Canada Evidence Act."

DECLARED before me this 25 day of January, 1972, at Prince George, British Columbia.
(Signature) [Signature]
(Full post-office address) Wilson, King & Company
Barristers & Solicitors
390-444 Victoria Street
Prince George B.C.

L. R. Sanderson Commissioner for Taking Affidavits within the Province of British Columbia
* Note. - Insert here the estate less than the fee-simple, or encumbrance or equitable interest claimed in, over, or upon the land; e.g., mortgage in
fee-simple for \$500, estate for life, life pendens (according to circumstances, upon, in, over).

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LAND USE CONTRACTThis Agreement made the 10th day of January 1972.

BETWEEN:

CITY OF PRINCE GEORGE

(hereinafter called the Municipality
of the First Part)

AND:

Rice Chevrolet - Oldsmobile Ltd.
623 George Street,
Prince George.(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 of use and development of the within described lands and premises that would be in contravention of a By-Law of the Municipality or Section 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 Sections 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

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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 two-thirds of all of the members of the Council voted in favour of 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:

1. The developer is the registered owner of an estate in fee simple of all and singular that certain parcel or tract of land and premises, situate, lying and being in the City of Prince George, in the Province of British Columbia, and being more particularly known and described as:
Lots 1 to 35 inclusive and Lots 37 and 38, Block 1,
District Lot 932, Plan 796, Cariboo District

(hereinafter called the "Land").

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.

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.

4. No building or structure shall be constructed, reconstructed, altered, moved or extended upon the land except in compliance with the specifications and the plot

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plan set out in Schedule 'B' hereto.

Signs

5. No sign shall be erected upon the land or any building or structure thereon except those shown on the Plans and specifications set out in Schedule 'D' hereto.

Parking

6. Off street parking and loading spaces shall be provided, located and constructed in accordance with the plan set out in Schedule 'C' hereto.

Construction

7. All buildings and structures shall be constructed strictly in compliance with and according to the plans and specifications set out in Schedule "D" hereto.

8. All landscaping, surface treatments, fences and screens shall be constructed, located, provided and maintained in compliance with and according to the plans and specifications set out in Schedule "D" hereto.

Utilities

9. All utilities, including water, sewer, gas, telephone and electricity, shall be placed, provided and constructed in compliance with and according to the plans and specifications set out in Schedule "E" hereto.

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.

Subdivision

12. No land shall be subdivided except in compliance with and according to the plans and specifications set out in Schedule "G" hereto.

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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 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, buildings, structures, pipes and fixtures and development constructed, placed or carried out upon property that is now, or by this contract becomes vested in the Municipality or located upon highways required to be dedicated, shall, upon acceptance by the Municipality in writing, become the property of the Municipality free and clear of any claim by the Developer or any person claiming through the Developer and the Developer shall save harmless the Municipality from any such claim.

Maintenance

15. Except as provided in Schedule "J" hereto, the Municipality shall, from the date of acceptance, become solely responsible for the operation, upkeep and maintenance of any works and services and any building, structure, pipes and fixtures or development accepted by it pursuant to paragraph 14 hereof, but nothing herein contained shall be deemed to or require the Municipality to operate, maintain or repair such works and services, buildings, structures, pipes, fixtures or development in any manner or to any extent different from its obligations in relation to similar works, services, buildings, structures, pipes, fixtures or developments constructed by it out of its general municipal funds.

Security

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

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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.

Registra-
tion

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.

Interpre-
tation

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

Binding

20. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

A Public Hearing on the agreement was held the 27th day of September 1971.

This agreement was approved on the 27th day of September 1971 by a vote of two-thirds of all the members of Council.

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

THE CORPORATE SEAL of the
CITY OF PRINCE GEORGE was
affixed in the presence of:


Mayor

(SEAL)



Clerk

SIGNED, SEALED AND DELIVERED
in the presence of:

(name)

(address)

(occupation)


PRESIDENT

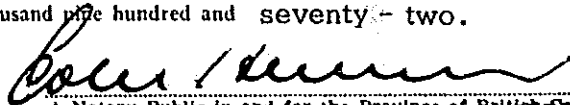
PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

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Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 10th day of January, 1972,
at Prince George, in the Province of British Columbia,
Robert Z. Rice (whose identity has been proved by the evidence on oath of- , who is) personally known to me,
appeared before me and acknowledged to me that he is the President of
Rice Chevrolet - Oldsmobile Ltd. , and that he is the person
who subscribed his name to the annexed instrument as President of the said
Rice Chevrolet - Oldsmobile Ltd. and affixed the seal of the
Rice Chevrolet - Oldsmobile Ltd.
to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to
the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of
British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at Prince George in the Province of
British Columbia, this 10th day of January
one thousand nine hundred and seventy-two.


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

WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.

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LAND USE CONTRACT

Schedule "A"

Schedule of permitted land use.

Automobile Dealership

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LAND USE CONTRACT

Schedule "B"

Plot Plan and Specifications:

Site Area :

Yards front

rear

side

Site Coverage

Height of Building and Structures

maximum

minimum

Floor Space ratio

Minimum floor area

Number of Units

Plan

To comply with Schedule "D"

LAND USE CONTRACT

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Schedule "C"

Off Street Parking:

Total Area

Number of spaces

Size of Spaces

Surfacing

Lighting

Signs

Access

Plan

Off Street Loading:

Total Area

Size of Area

Location

Surfacing

Lighting

Signs

Access

Plan

To comply with Schedule "D"

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LAND USE CONTRACT

Schedule "D"

Signs:

Number

Types

See Plan Attached

Location

Design

Size

Plan

Buildings & Structures:

Plans

See Plan Attached

Specifications

Landscaping, Surface Treatment, Fences and Screens:

Plans

See Plan Attached

Specifications

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LAND USE CONTRACT

Schedule "E"

Utilities:

Water

Sewer

To Comply with Schedule "D"

Gas

Telephone

Electricity

Plans

Specifications

Locations

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LAND USE CONTRACT

Schedule "F"

Highways, Bridges, Lanes, Walkways:

Plans

Specifications

Street Lighting:

Plans

Specifications

Boulevards:

Not applicable

Plans

Specifications

Signs:

Plans

Specifications

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LAND USE CONTRACT

Schedule "G"

Subdivision Plans

Parcels:

Area

Shape

Dimensions

Highways:

Dimensions

Location

Alignment

Gradient

Lots and closed lane to be consolidated into a single parcel.

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Schedule "H"

Parks, Public Space and Recreational Facilities:

Construction

Location

Size

Development

Furnishing

Plans

Not Applicable

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LAND USE CONTRACT

Schedule "I"

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

Not Applicable

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LAND USE CONTRACT

Schedule "J"

Works and Services to be Maintained and Operated by the Developer

Not Applicable

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LAND USE CONTRACTSchedule "K"Performance Security:Amount:

Performance Bond:

Mortgage:

Certified Cheque: in the amount of \$10,000 to be retained by the City of Prince George until the construction, landscaping, surfacing, fencing and other requirements shown in Schedule D are completed to the satisfaction of the Building Inspector. Should the Developer fail to complete any construction, landscaping and surfacing and fencing within the time limits set out in Schedule "L" the Municipality may apply the said sum to complete as aforesaid, or at its option the Municipality may retain the said sum as liquidated damages.

Other:

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LAND USE CONTRACT

Schedule "L"

Item to Be Provided, Constructed
Located, Developed:

Date of Completion:

All construction and improvements to be completed 2 years from
date of this Contract

FOR PLAN SEE

SURVEY DEPT.