

**TITLE SEARCH PRINT**

2024-06-10, 13:18:40

File Reference:

Requestor: Rod McLennan

Declared Value \$19890

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

**Land Title District** PRINCE GEORGE  
Land Title Office PRINCE GEORGE

**Title Number** CA4811074  
From Title Number CA3992616

**Application Received** 2015-11-16

**Application Entered** 2015-11-23

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

5575 MOORE ROAD  
PRINCE GEORGE, BC  
V2N 5Z5  
AS TO AN UNDIVIDED 2/3 INTEREST AS JOINT TENANTS

Registered Owner/Mailing Address:

5645 MOOR ROAD  
PRINCE GEORGE, BC  
V2N 5Z5  
AS TO AN UNDIVIDED 1/3 INTEREST

**Taxation Authority** Prince George Assessment Authority

**Description of Land**

Parcel Identifier: 015-120-082

Legal Description:  
THE NORTH WEST 1/4 OF DISTRICT LOT 4582 CARIBOO DISTRICT

**Legal Notations**

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. 21608

**TITLE SEARCH PRINT**

2024-06-10, 13:18:40

File Reference:

Requestor: Rod McLennan

Declared Value \$19890

**Charges, Liens and Interests**

Nature:

EASEMENT

Registration Number:

U34858

Registration Date and Time:

1984-10-22 08:44

Remarks:

THE NORTHERLY 335.28 METRES OF THE NORTHWEST 1/4 OF DISTRICT LOT 4582 CARIBOO DISTRICT LYING EAST & WEST OF PLAN A222 APPURTENANT TO THE SOUTH EAST 1/4 OF DISTRICT LOT 4585 CARIBOO DISTRICT

**Duplicate Indefeasible Title**

NONE OUTSTANDING

**Transfers**

NONE

**Pending Applications**

NONE



## Spagnuolo & Company Real Estate Lawyers



### Explanation of Notation re: Agricultural Land

This is a notation re: Agricultural Land Reserve. This is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge “runs with the land”, which means the charge will remain on title following registration of any transfer.

The notice indicates that the Lands may be affected by the *Agricultural Land Commission Act*. If a potential buyer is concerned that the lands may be part of the ALR, they can visit the Agricultural Land Commission website <http://www.alc.gov.bc.ca/alc/content/home> and click on the tab “See if your property is in the ALR”. It will take you to a map which will confirm if the parcel is part of the ALR when you enter the address.

The ALR is a provincial land-use zone in which agriculture is recognized as the priority use. It is the biophysical resource base that supports farm and ranch activities in the province. Farming/ranching of ALR land is encouraged and non-agricultural uses are regulated. If you wish to subdivide, use your land for non-farm purposes or exclude it altogether from the ALR, you must submit an application to the Agricultural Land Commission (ALC) and obtain its approval.

Anyone purchasing or owning land in the ALR for non-agricultural purposes or strictly rural residential use, should be aware that the business of agriculture is the primary land use and normal farm/ranch practices are protected. For example, that means the noise, dust and odours that may arise from agricultural businesses are to be expected. The *Farm Practices Protection (Right to Farm) Act* enables the pursuit and continuation of normal farm/ranch practices, despite complaints from neighbours.

With 25 years experience, 18 locations in British Columbia and a relentless focus on customer service, Spagnuolo and Co. is trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call.

**Spagnuolo & Company**  
**“we deliver peace of mind”**

310-HOME (4663)

[realestate@spagslaw.ca](mailto:realestate@spagslaw.ca)

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## Spagnuolo LLP

*Real Estate Lawyers*

### Explanation of Easement Registration Number U34858

This charge is an Easement. An easement generally gives one landowner the right to use a neighbour's property for a defined purpose.

This is a non-financial charge, meaning there is no money owing by the owner of the land to the charge holder. Also, this charge "runs with the land", so it will remain on title following the sale to a new purchaser/buyer. This means that the obligations under this charge will be binding on all future owners.

This is an "access agreement". It allows the owner of the SE $\frac{1}{4}$  of District Lot 4585 a roadway located within the "northern 335m" of the NW $\frac{1}{4}$  of District Lot 4582.

Since 1991, Spagnuolo LLP has maintained a relentless focus on customer service. Now, with roughly 15 locations, we are trusted by more clients for assistance with their purchase, sale or refinance of real estate than any other firm in British Columbia. If you decide to go ahead with your transaction, please give us a call at 604-527-4242 or email us at [realestate@spagslaw.ca](mailto:realestate@spagslaw.ca).

*"we deliver peace of mind"*

[www.bcrealestatelawyers.com](http://www.bcrealestatelawyers.com)  
[realestate@spagslaw.ca](mailto:realestate@spagslaw.ca)

[www.terrafirmareview.com](http://www.terrafirmareview.com)  
[info@terrafirmareview.com](mailto:info@terrafirmareview.com)

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THIS AGREEMENT made the 19 day of JUNE, A.D., 1984.

BETWEEN:

DELBERT REGINALD MAYHEW, Farmer, and CLINTON ALAN MAYHEW, Logger, and CLIFFORD ALAN MAYHEW, Superintendent, All of R.R.#7, Kolling Road, Prince George, British Columbia, V2N 2J5

22Oct84 08 44 J

(hereinafter called the "Grantor") OF THE FIRST PART

AND:

DAVID BRUCE VOSS, Cabinet Maker, and KATHY ANN GESSMAN, Piano Technician/Tuner, "JOINT TENANTS", both of 877 Alward Street, Prince George, British Columbia V2M 2E8

(hereinafter called the "Grantee") OF THE SECOND PART

W H E R E A S:

REGISTRATION FEE 16.00 CHRG  
1 REG 1 CLK 22/10/84  
"BCG" PRINCE GEORGE "LTS"

- A. The Grantor is the registered owner of an estate in fee simple of the lands and premises situate in the Province of British Columbia, and described in Schedule A hereto (hereinafter called "the serviant lands");
- B. The servient lands are subject only to the charges set out in Schedule B hereto;
- C. The Grantee is the registered owner of an estate in fee simple of the lands and premises situate in the Province of British Columbia and described in Schedule C hereto (hereinafter called "the dominant lands");
- D. The Grantee has applied to the Grantor for an easement of passage across the surface of a portion of the servient lands, appurtenant to and for the benefit of the dominant lands, for the purpose of gaining access to the dominant lands;
- E. The Grantor has agreed to grant to the Grantee such rights in respect of the serviant lands as are hereinafter expressed for the consideration hereinafter appearing;

W I T N E S S:

1. In consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada, now payable by the Grantee to the Grantor (the receipt whereof by the Grantor is hereby acknowledged) and the covenants and agreements herein

THE REGISTRY ACT  
Form 1 (Section 36)  
BY MANDAM OF REGISTRATION  
entered on application received on  
this day and at the time written hereon  
GANDY Registrar

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contained, the Grantor hereby grants, conveys and confirms to the Grantee his personal representatives and heirs and assigns, the owners for the time being of the dominant lands, in common with the Grantor, and all others having a like right, a full, free and uninterrupted right, licence, liberty, easement, privilege and permission, for the said Grantee, his personal representatives and heirs and assigns and their agents, servants, workmen and invitees to go, return, pass and repass with or without automobiles, horses, carts, wagons, trucks and other vehicles, laden or unladen, through, along and over a certain road or way more particularly described in Schedule D (hereinafter called "the said lands") together with the full, free and uninterrupted right of ingress and egress in connection therewith for the Grantee, his servants, agents, workmen and invitees to use, enter, pass and repass upon the said lands.

2. The Grantor hereby covenants with the Grantee that he will not make, place, erect or maintain on the said lands any building, structure, foundation or obstruction which will interfere with the said road access, or prevent reasonable access to the dominant lands over the said lands.

3. The Grantor covenants and agrees that the Grantee shall have the right to enter upon the said lands with all necessary equipment for the purpose of clearing the said lands.

4. The Grantor and the Grantee hereby covenant and agree that the cost of constructing and keeping the road over the said lands in proper repair and condition at all times shall be borne by the Grantee.

5. It is hereby agreed as a personal covenant between the Grantor and Grantee that the Grantee shall not encroach on the existing hayfield located on the servient lands.

6. The covenants herein contained shall be covenants running with the lands and shall be perpetual and the Easement hereby granted shall be perpetual.

7. The Grantor will, if so requested by the Grantee, or either of them (if more than one), execute such further and other documents of title in

.../3

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respect of the said Easement hereby granted as may reasonably be required.

8. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective personal representatives, and heirs and assigns.

9. In the interpretation of this document, the masculine shall include the feminine and neuter, and the singular shall include the plural, in all cases where the parties or the context so required, AND 'personal representatives' shall include successors of a corporation, and all covenants shall be made and received jointly and severally.

IN WITNESS WHEREOF the parties to these presents have executed these presents under seal as of the day and year first above written.

SIGNED, SEALED AND DELIVERED )  
by DELBERT REGINALD MAYHEW in )  
the presence of: )

Name: L. S. Adams )

Address: 3104-52<sup>R.S. ADAMS</sup> Ave )

Vernon B.C. )

Occupation: Painter )

Delbert R. Mayhew  
Delbert Reginald Mayhew

SIGNED, SEALED AND DELIVERED )  
by CLINTON ALAN MAYHEW in the )  
presence of: )

Name: L. S. Adams )

Address: 3104-52<sup>R.S. ADAMS</sup> Ave )

Vernon B.C. )

Occupation: Painter )

Clinton Alan Mayhew  
Clinton Alan Mayhew

SIGNED, SEALED AND DELIVERED )  
by CLIFFORD ALAN MAYHEW in the )  
presence of: )

Name: Monique Miller )

Address: 17 Church St. )

Nanaimo, B.C. )

Occupation: Secretary )

Clifford A. Mayhew  
Clifford Alan Mayhew

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SIGNED, SEALED AND DELIVERED )  
by DAVID BRUCE VOSS in the presence of)

Name: *Donna M. Stelmock* )

Address: DONNA M. STELMOCK )  
Barrister & Solicitor )

Occupation: 310 - 1488 - 4th Avenue )  
Prince George, B.C. )  
V2L 4Y2 )

*David Bruce Voss*  
David Bruce Voss

SIGNED, SEALED AND DELIVERED )  
by KATHY ANN GESSMAN, in the presence )  
of:

Name: *Donna M. Stelmock* )

Address: DONNA M. STELMOCK )  
Barrister & Solicitor )

Occupation: 310 - 1488 - 4th Avenue )  
Prince George, B.C. )  
V2L 4Y2 )

*Kathy Ann Gessman*  
Kathy Ann Gessman



SCHEDULE A

U 34858

Prince George Assessment Authority

The North West 1/4 of District Lot 4582  
Cariboo District

CT  
R33539 E  
29810K  
A227  
J17000  
K43538

LAND TITLE ACT

FORM 2  
(Sections 43 (a) and 44 (a))

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AFFIDAVIT OF WITNESS

I, MONIQUE MILLER, of  
NANAIMO in

British Columbia, make oath and say:

- 1. I was present and saw this instrument duly signed and executed by Clifford Alan Mayhew, the party(ies) to it, for the purposes named in it.
- 2. The instrument was executed at NANAIMO.
- 3. I know the party(ies), who is(are) 19 years old or more.
- 4. I am the subscribing witness to the instrument and am 16 years old or more.

Sworn before me at NANAIMO

in British Columbia, this 31st day

of AUGUST, 19 84.

Monique Miller

\* Frank J. Ney

FRANK J. NEY  
NOTARY PUBLIC in and for the  
Province of British Columbia.

SCHEDULE B

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First Mortgage in favour of Farm Credit Corporation registered under number  
29816K

Second Mortgage in favour of the Federal Business Development Bank under number  
R43538.

SCHEDULE C

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The South East  $\frac{1}{4}$  of District Lot 4585, Cariboo District. ✓

CT  
N29401 E  
J17000

Hereto is annexed Easement  
over the Northerly 335.28 metres of  
the N.W.  $\frac{1}{4}$  of D.L. 4582, C.D.,  
lying East and West of Plans A222.



SCHEDULE D

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The Northerly 335.28 metres of the North West  $\frac{1}{4}$  of District Lot 4582,  
Cariboo District, lying east and west of plan A222.

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BETWEEN:

DELBERT REGINALD MAYHEW, CLINTON ALAN MAYHEW  
AND CLIFFORD ALAN MAYHEW

AND:

DAVID BRUCE VOSS and KATHY ANN GESSMAN

AGREEMENT

DMS:613

RANSAY & STELMOCK,  
Barristers and Solicitors,  
310-1488 Fourth Avenue,  
PRINCE GEORGE, B.C.  
V2L 4Y2

NOTE: Where applicable, Form 17 (Section 152 (1))  
applicants should check and satisfy themselves as to the  
tax position, including taxes of the Crown Provincial, a  
territorial and improvement, Water and Irrigation Districts.

DATE: \_\_\_\_\_ TRUE VALUE: N/A  
ESGCM/ST  
PREPAYMENT OF \$ N/A NATURE OF CHARGE

ADDRESS of person entitled to be registered as  
owner, if different than shown in instrument:

LEGAL DESCRIPTION, if not shown in instrument being submitted  
with this application: \_\_\_\_\_

FULL NAME, ADDRESS, TELEPHONE NUMBER of person presenting  
application: \_\_\_\_\_

Signature of Solicitor or Solicitor or Authorized Agent.

**RANSAY & STELMOCK**  
Barristers & Solicitors  
310-1488 4th Avenue  
Prince George, B.C.  
V2L 4Y2  
583-5506