



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.

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U 34858

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 CHRG 16.00
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
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

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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: 3104-52nd Ave)
R.S. ADAMS)

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: 3104-52nd Ave)
R.S. ADAMS)

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)

310 - 1488 - 4th Avenue)
Occupation: 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)

310 - 1488 - 4th Avenue)
Occupation: 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
* Write name and qualifications under Section 18, e.g., A Commissioner for Taking Affidavits for British Columbia.
NOTE—This **NOTARY PUBLIC** is not a party to the instrument.
Province of British Columbia.

SCHEDULE B

U 34858

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

U 34858

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

U 34858

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,
and other taxes.

DATE OF REGISTRATION: _____ TRUE VALUE: N/A
NATURE OF CHARGE: Assignment
REGISTRATION FEES OF \$ N/A 60

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 Authorized Agent:


RANSAY & STELMOCK
Barristers & Solicitors
310-1488 4th Avenue
Prince George, B.C.
V2L 4Y2
563-5506