

86170

THIS AGREEMENT made the *31st* day of *May*
1960.

BETWEEN:

THE ROYAL CITY SAWMILLS LIMITED,
a body corporate duly incorporated
under the Laws of the Province of
British Columbia and having its
registered office at the Foot of
Trapp Road, in the City of New
Westminster, Province of British
Columbia,

(hereinafter called "the Grantor")

AND:

BRITISH COLUMBIA ELECTRIC COMPANY
LIMITED, of 970 Burrard Street, in
the City of Vancouver, Province of
British Columbia,

(hereinafter called "the Grantee")

WHEREAS the Grantor is the owner of District
Lot Three Thousand Two Hundred and Thirty-eight (3238), Lillooet
District, said to contain One Hundred and Forty-two (142) acres
more or less, and by virtue of an agreement dated the 22nd day
of April, 1951, made between William Greer and the Grantor, is
the owner of all trees, timber and poles standing or down on
District Lot Four Thousand Eight Hundred and Two (4802), Lillooet
District,

AND WHEREAS the Grantee wishes to buy and the Grantor
is willing to sell to it all trees, timber and poles standing
or down upon its Bridge River-Cheekye Transmission Line right
of way which crosses the above described lands and which is
shown upon a plan of right of way deposited in the Land Reg-
istry Office at the City of Kamloops, Province of British
Columbia, and numbered A-1751, and upon those portions of the
said above described lands which lie to the North and West of
the said right of way,

NOW THEREFORE THIS AGREEMENT WITNESSETH that

1. In consideration of the sum of Three Thousand Two Hun-
dred and Sixty-six Dollars and Thirty Cents (\$3266.30)

Registered The *12* Pay Of *4*
19*60*. On Application Received
At The Time Written Or Stamped
On The Application.

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now paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, and the covenants hereinafter appearing to be performed by the Grantee, the Grantor doth hereby grant, bargain, sell, assign and transfer to the Grantee

(a) All the trees, timber and poles presently standing, growing, lying or being on the lands more particularly known and described as: All that portion of Lot Three Thousand Two Hundred and Thirty-eight (3238), Lillooet District aforesaid, which lies to the North and West of the South-easterly boundary of the right of way shown upon a plan deposited in the said Land Registry Office and numbered A-1751, and all that portion of Lot Four Thousand Eight Hundred and Two (4802), Lillooet District aforesaid, which lies to the North and West of the South-easterly boundary of the said right of way shown on the said plan.

~~(b) That certain Agreement made between William Greer and the Grantor, dated the 22nd day of April, 1951, and registered in the said Land Registry Office at Kamloops, British Columbia under Number 47420-E, and all the estate, right, title, benefit, advantage, property, claim and demand whatsoever of the Grantor of, in, or to the said agreement and the timber and poles comprised herein, to have and to hold unto and to the use of the Grantee forever, subject to all the terms and conditions of the said Agreement~~

to hold the same and every part thereof to the Grantor and for its sole and only use forever.

2. The Grantor hereby covenants with the Grantee:

(a) That, for the purpose of inspecting, logging and removing all such trees, timber and poles,

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the Grantee, its servants, agents, licensees and contractors with or without machinery or equipment, shall at all times have full and free liberty of entry and right of way through, over and upon the land hereinbefore described for the purpose of inspecting, logging and removing all such timber and poles in such manner as it or they shall think fit;

(b) That the Grantor will not do any act or thing which might hinder the Grantee its servants, agents, licensees or contractors from inspecting, logging or removing all such timber or poles, and

(c) That the Grantor has good title in fee simple to District Lot Three Thousand Two Hundred and Thirty-eight (3238) aforesaid, and has full right, power and authority to sell and dispose of all the said trees, timber and poles, and that they are free from all encumbrances of every kind whatsoever

3. The Grantee hereby covenants with the Grantor that it will conduct its logging and timber or pole removal operations in such a way as to minimize damage to the property or works of the Grantor:

4. In consideration of the further sum of One Thousand Nine Hundred and Forty-three Dollars (\$1,943.00) now paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, the Grantor doth hereby release and forever discharge the Grantee, its servants, agents, licensees and contractors from all and all manner of action or actions, cause and causes of action, suits, debts, dues, sums of money, claims and demands whatsoever which the Grantor may have ever had, now has or may in the future have against the Grantee, its servants, agents, licensees or contractors for or by reason of or arising out of the logging or timber or pole removal operations of the Grantee or the sale of the said trees,

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timber or poles: and

(b) That it will take the assignment of the Agreement mentioned in Paragraph 1(b) hereof subject to all and each of the covenants and conditions contained in the said Agreement and made and entered into by the Grantor and will be bound by and keep, observe and perform the same in the same manner and to the same extent as if it the Grantee had originally been bound by the said Agreement

5. It is mutually understood and agreed by and between the parties hereto that the expressions "Grantor" and "Grantee" herein contained shall be deemed to include the successors and assigns of such parties wherever the context so admits: and

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed this 31st day of May, 1960.

The Seal of the Royal City Sawmills Limited was affixed hereto in the presence of:

[Handwritten signature] Vice President
[Handwritten signature] Secretary

The Common Seal of British Columbia Electric Company Limited was hereunto affixed in the presence of:

[Handwritten signature]
SOLICITOR

[Handwritten signature]
VICE-PRESIDENT

[Handwritten signature]

[Handwritten signature]
SECRETARY

Acknowledgment of Officer of Corporation 3-59.

The Witness Statutory Oath Act
and Oath Act, R.S.O. 1952, c. 104

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the

29th

day of

June

1960

at Vancouver

J.M. Gurd

officer of

in the Province of British Columbia,

(whose identity has been proved by the evidence on

who is) personally known to me,

appeared before me and acknowledged to me that he is the

Vice President

Atty

The Royal City Saw Mills Limited

who subscribed his name to the annexed instrument as

Vice President

of the said

The Royal City Saw Mills Limited

The Royal City Saw Mills Limited

and affixed the seal of the

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

29th

day of

June

one thousand nine hundred and sixty

J.M.G.

J. W. White

A Commissioner for taking affidavits within British Columbia.

NOTE--Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.