



## CHAPTER 45.

**An Act to validate an Agreement relating to the Distribution  
of Electrical Energy in Cultus Lake Park.**

[Assented to 27th March, 1953.]

## Preamble

**W**HEREAS the Cultus Lake Park Board, The Corporation of the Township of Chilliwack, The City of Chilliwack, and the British Columbia Electric Company Limited have entered into an Agreement, subject to validation by Act of the Legislative Assembly, for the sale of the electrical distribution system of the Cultus Lake Park Board to the British Columbia Electric Company Limited and the grant to the British Columbia Electric Company Limited of the right to sell, transmit, and distribute electricity within the Cultus Lake Park and to operate, maintain, and renew the equipment pertaining to the distribution system:

And whereas the Cultus Lake Park Board, the Council of The Corporation of the Township of Chilliwack, and the Council of The City of Chilliwack have requested that this Agreement be validated:

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

## Short title

**1.** This Act may be cited as the “Cultus Lake Park Validation Act.”

Validation of Agreement between Cultus Lake Park Board, City of Chilliwack, Township of Chilliwack, and the B C Electric Co Ltd

**2.** Notwithstanding any other Statute or law, the Agreement, bearing date the twenty-second day of April, 1952, between the Cultus Lake Park Board, The Corporation of the Township of Chilliwack, The City of Chilliwack, and the British Columbia Electric Company Limited, in the form contained in the Schedule, shall be deemed to be a good and valid Agreement, and shall be binding on the parties thereto, and shall be registrable as an easement in the Land Registry Office at the City of New Westminster, and shall take effect as and from the twenty-second day of April, 1952.

## SCHEDULE

THIS AGREEMENT is made as of the 22nd day of April, 1952.

## BETWEEN:

CULTUS LAKE PARK BOARD (hereinafter called "the Board"), CORPORATION OF THE CITY OF CHILLIWACK (hereinafter called "the City"), and CORPORATION OF THE TOWNSHIP OF CHILLIWACK (hereinafter called "the Township") (hereinafter together called "the Grantors"),

OF THE FIRST PART,

AND

BRITISH COLUMBIA ELECTRIC COMPANY LIMITED, of 425 Carrall Street, in the City of Vancouver, in the Province of British Columbia (hereinafter called "the Grantee"),

OF THE SECOND PART.

## WHEREAS:

A. The Board owns and operates in Cultus Lake Park, British Columbia, facilities for the transmission and distribution of electrical energy.

B. Corporation of the City of Chilliwack and Corporation of the Township of Chilliwack aforesaid are the registered joint owners in trust for park purposes of the lands comprised in the said park and more particularly known and described as follows:—

Legal Subdivision Thirteen (13) and the West Halves ( $\frac{1}{2}$ 's) of Legal Subdivisions Eleven (11) and Fourteen (14) of Section 25, SAVE AND EXCEPT THEREOUT the land covered by the waters of Cultus Lake; also Legal Subdivision Four (4) of Section Thirty-six (36) SAVE AND EXCEPT THEREOUT the land covered by the waters of Cultus Lake; also all that portion of Legal Subdivision Three (3) of Section Thirty-six (36) which is not included within the limits of the Chilliwack Indian Reserve No. 14 (Soawahlie); all in Township Twenty-two (22) in the District of New Westminster.

Legal Subdivisions Nine (9), Ten (10), Fifteen (15), East Halves ( $\frac{1}{2}$ 's) of Fractional Legal Subdivisions Eleven (11) and Fourteen (14), West Half ( $\frac{1}{2}$ ) of Legal Subdivision Sixteen (16) and the South East Quarter ( $\frac{1}{4}$ ) of Legal Subdivision Sixteen (16), Section Twenty-five (25) AND Fractional Legal Subdivision Two (2) and the West Half ( $\frac{1}{2}$ ) of Fractional Legal Subdivision One (1) of Section Thirty-six (36), Township Twenty-two (22), New Westminster Assessment District, New Westminster District.

Fractional Legal Subdivisions Seven (7), Ten (10) and Fifteen (15) of Section Thirty-six (36), Township Twenty-two (22), New Westminster Assessment District, New Westminster District.

Legal Subdivisions Seven (7) and Eight (8) and the North Half ( $\frac{1}{2}$ ) and South East Quarter ( $\frac{1}{4}$ ) of Legal Subdivision One (1) of Section Twenty-five (25), Township Twenty-two (22), EXCEPTING THEREOUT AND THEREFROM the land covered by the waters of Cultus Lake at the time of the survey of the said lake as shown upon a map or plan of survey of the North East Quarter ( $\frac{1}{4}$ ) of said Township approved and confirmed at Ottawa on the 9th April, 1914, by Edouard Deville, Surveyor General of Dominion Lands, and of record in the Department of the Interior the land above described not covered by the waters of the said lake containing Seventy-seven decimal Twenty (77.20) acres more or less. The North Half ( $\frac{1}{2}$ ) of Legal Subdivision Six (6) of the said Section Twenty-five (25) EXCEPTING THEREOUT AND THEREFROM the land covered by the waters of Cultus

Lake at the time of the survey of said lake as shown upon the said map or plan of survey of the North East Quarter ( $\frac{1}{4}$ ) of said Township the land secondly above described not covered by the waters of the said lake containing Eight decimal Ten (8.10) acres more or less, New Westminster Assessment District, New Westminster District.

which said lands, together with any lands that may at any time be added thereto or set apart for the purpose of being administered as part of the said park, are hereinafter referred to as "the Park."

C. The Grantors have agreed to sell and the Grantee has agreed to buy the said facilities for the consideration and subject to the terms hereinafter mentioned.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto have mutually agreed as follows:

1. (a) The Grantors shall make and the Grantee shall support a request to the Legislature of the Province of British Columbia at its next session for the enactment of legislation confirming this Agreement and authorizing the respective parties hereto to carry the same into effect as though it had been confirmed and come into force on the 22nd day of April, 1952.

(b) In the meantime and commencing on the 22nd day of April, 1952, the parties shall govern themselves as though this Agreement had come into force on the said day.

(c) In default of legislation being enacted as aforesaid before the conclusion of the said session, the paragraphs of this Agreement which follow shall thereupon be deemed never to have come into force and the parties shall thereupon be restored to the respective positions in which they would have been had this Agreement never been made, and each shall make to the other such payments as may be necessary to that end.

2. In consideration of the sum of Twenty-five Thousand Dollars (\$25,000.00) payable by the Grantee to the Board as hereinafter mentioned, the Board hereby grants, assigns and transfers unto the Grantee and the City and the Township hereby consent to the Board so granting, assigning and transferring, all the chattels, fixtures and equipment situate in the Park on the date hereof and used for the purpose of transmitting or distributing electrical energy, or for street lighting purposes (which chattels, fixtures and equipment are hereinafter called "the property"), including, without in any way whatsoever limiting the generality of the foregoing, all the chattels, fixtures and equipment described in the schedule hereto; AND all the right, title, interest, property, claim and demand whatsoever, both at law and in equity or otherwise howsoever, of the Board of, in, to and out of the same and every part thereof TO HAVE AND TO HOLD the same unto the Grantee absolutely to and for its sole and only use forever without any interruption or disturbance by the Grantors, or any of them, or any other person claiming through or in trust for them or any of them.

3. The Grantors covenant with and warrant to the Grantee that, subject to enactment of legislation as mentioned in paragraph 1 (a) hereof, the Board has now in itself good right to grant, assign and transfer all the property in manner aforesaid and that it and every part thereof shall be enjoyed by the Grantee free from any interruption or disturbance as aforesaid, and that the Grantors will execute such further assurances as may be requisite for more perfectly and absolutely granting, assigning and transferring the property and every part thereof, and the rights and liberties granted by paragraph 5 hereof.

4. Any tax payable in respect hereof under the Social Security and Municipal Aid Tax Act shall be paid by the Grantee.

5. The Grantors hereby grant unto the Grantee:

(a) The right, full permission and authority at all times hereafter to sell electric light and to sell, transmit and distribute electric current for

lighting, heating, power and all other purposes within the Park, subject however to the Public Utilities Act of the Province of British Columbia and all orders and regulations of the British Columbia Public Utilities Commission now or hereafter from time to time in effect.

- (b) Full and free right and liberty at all times hereafter for the Grantee, its servants, employees, agents and all others the licensees of the Grantee,

(i) To operate, maintain and renew in their present positions all the chattels, fixtures and equipment referred to in paragraph 2 hereof.

(ii) To construct, erect, string, operate, maintain and renew poles with guy wires, brackets, crossarms, insulators, transformers, anchors and their several attachments and one or more lines of wire for the transmission and distribution of electrical energy at a voltage not in excess of 12,000 volts, and for telephone and street lighting purposes on such portions of the Park as the Grantee may reasonably require for the purpose of supplying electrical energy to persons in the Park or areas adjacent thereto, the location of any poles so erected to be subject to the approval of the Board's duly authorized representative, which approval shall not be unreasonably withheld.

(iii) To move any pile of material or obstruction in the Park which may at any time obstruct access by the Grantee's servants, employees, agents, licensees, vehicles or equipment to, or interfere with any of the things to be constructed, erected, strung, operated, maintained or renewed as aforesaid.

(iv) To pass and repass along, over and upon the Park to such extent as may be reasonably necessary for any of the purposes aforesaid.

6. Each of the Grantors covenants with the Grantee that it will not plant or maintain any growth, or make, place, erect, maintain or permit any excavation, pile of material, building, structure or obstruction, or do or permit to be done anything which would at any time obstruct access by the Grantee's servants, employees, agents, licensees, vehicles or equipment to, or interfere with, or injure, or cause a fire hazard to any of the things to be constructed, erected, strung, operated, maintained or renewed as aforesaid.

7. The Board covenants and agrees with the Grantee that it the Board will, forthwith upon and in accordance with reasonable request by the Grantee, cause such trees and such growth to be cut down and such trees and such growth to be trimmed as the Grantee may require because of actual or anticipated hazard to or interference with any of the things to be constructed, erected, strung, operated, maintained or renewed as aforesaid.

8. The Grantee covenants and agrees with the Board that it will pay the Board for cutting and trimming trees in accordance with paragraph 7 hereof at the standard rates from time to time being paid by the Grantee for similar work.

9. It is mutually agreed by and between the parties hereto:

- (a) That of the consideration of Twenty-five Thousand Dollars (\$25,000.00) referred to in paragraph 2 hereof, the sum of Fifteen Thousand Dollars (\$15,000.00) shall be payable forthwith upon execution of this Agreement, and the balance shall be payable forthwith upon the enactment of legislation in accordance with paragraph 1 hereof.

(b) That this Agreement shall enure for the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The Corporate Seal of Cultus Lake Park Board aforesaid was hereunto affixed in the presence of:	{ G. W. GREEN Chairman A. W. KIPP Secretary
The Corporate Seal of Corporation of the City of Chilliwack aforesaid was hereunto affixed in the presence of:	{ T. T. McCAMMON Mayor H. GLEN MINTER Clerk
The Corporate Seal of Corporation of the Township of Chilliwack aforesaid was hereunto affixed in the presence of:	{ W. T. RICHARDSON Reeve J. A. MULFORD Clerk
The Common Seal of British Columbia Electric Company Limited aforesaid was hereunto affixed in the presence of:	{ T. INGLEDOW Vice-President J. A. BRICE Secretary