

209-1201.0(1967/V/DL)

per 29

A12938

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1967 DEC 8 PM 4:02

30th November 67

W. Trevelyan Roberts

xxxxxx British Columbia Hydro and
Power Authority
charge by way of easement

xx

British Columbia Hydro and Power Authority
970 Burrard Street, Vancouver 1, B. C.
n/a
n/a
n/a

Vernon Assessment District
Blocks 1 to 9 (inclusive) of Servient Tenement
Lot 7771, Kootenay District,
Plan 1077.

6th November,
1967

Jesse H. Koenig
Geraldine Koenig

Dominant Tenement
607/153975-I

Easement

to

British Columbia Hydro
and Power Authority

\$24,000.00

~~35th~~ 4th 67

December
Vancouver

970 Burrard Street
Vancouver 1, B. C.

R

[Signature]

12/5/67

THIS AGREEMENT is made as of the 6th day of
November, 1967.

BETWEEN: JESSE H. KOENING, plumber, and
GERALDINE KOENING, his wife,
both of 1803 Milton Way, in Milton,
in the State of Washington, one of
the United States of America,

(hereinafter called "the Owner")

OF THE FIRST PART

AND:

BRITISH COLUMBIA HYDRO and POWER
AUTHORITY, of 970 Burrard Street,
in the City of Vancouver, in the
Province of British Columbia,

(hereinafter called "B. C. Hydro")

OF THE SECOND PART

WHEREAS

A. In order to impound the waters of the Arrow Lakes for electric power generation purposes, and for the purposes of controlling the flow of water along the Columbia River, B. C. Hydro is constructing a dam which will be partially situate on the land described in Schedule I hereto (hereinafter called "the dam site").

B. The Owner is the owner of the land described in Schedule II hereto (hereinafter called "the land").

C. As a result of the raising of the level of the water of the Arrow Lakes by reason of construction and operation of the said dam, the land or portions thereof will from time to time be flooded or injuriously affected.

D. For the consideration set out below the Owner has agreed with B. C. Hydro to execute these presents.

NOW THIS AGREEMENT WITNESSETH THAT:

1. The Owner, for and in consideration of the premises and of the sum of ^{Twenty Four Thousand} ~~Twenty Thousand Five Hundred~~ Dollars (\$ ^{24,000.00} ~~20,500.00~~), (the receipt of which he hereby acknowledges) and of the covenants and agreements on the part of B. C. Hydro hereinafter contained, hereby grants in perpetuity to B. C. Hydro the right, liberty and easement for B. C. Hydro, its servants, agents and all others the licensees of B. C. Hydro:

(a) From time to time and for such period or periods and to such extent as B. C. Hydro may in its absolute discretion deem necessary or desirable, to saturate, permeate, overflow, flood and cover the land or any part or parts thereof with the flood, slack or backwater created by the erection or operation of any dam, dams, power generating plant or plants or other structure or structures situate wholly or partly on the dam site;

(b) To cause debris to be deposited on the land in connection with overflowing, flooding or covering the land as aforesaid;

(c) To cause erosion, sloughing and slides on the land;

(d) To enter upon the land and clear, destroy or dispose of any buildings or structures and any timber or other natural growth and any obstructions, accumulations, trash, filth or any other things which, in the opinion of B. C. Hydro might in any way interfere with navigation or flood control or the operation of any such dam or generating plant, or tend to render inaccessible,

unsafe or insanitary either the reservoir created by any such dam or the margin of the said reservoir;

(e) To enter upon the land and erect structures, excavate and do such other work as may be desirable in connection with the needs of navigation or flood control or the operation of any such dam or generating plant;

(f) Generally to do all acts necessary or incidental to the business of B. C. Hydro in connection with the foregoing;

TO HOLD the said right, liberty and easement hereby granted unto B. C. Hydro as appurtenant to and for the benefit of the dam site and every part thereof.

2. For the consideration aforesaid, with intent that the covenant hereinafter on his behalf contained shall as far as possible bind the land and every part thereof, and the owner or owners thereof for the time being, and all persons claiming through, under or in trust for him, her or them, and shall enure to the benefit of the dam site and B. C. Hydro, and others claiming under it to all or any part of the dam site, the Owner, for himself, his executors, administrators and assigns, hereby covenants with B. C. Hydro not to make, place, erect or maintain any building, structure, material or thing or to plant any growth upon the land which, in the opinion of B. C. Hydro, might in any way interfere with navigation or flood control or the operation of any such dam or generating plant, or tend to render inaccessible, unsafe or insanitary either the reservoir created by any such dam or the margin of the said reservoir.

3. For the consideration aforesaid, the Owner does further hereby for himself, his executors, administrators and assigns, release and discharge B. C. Hydro of and from all claim for loss, costs, damages, charges and expenses of any nature or kind to arise out of the impoundment, overflowing or flooding of water occasioned by the construction or operation of any dam or generating plant wholly or partly on the dam site, or the exercise by B. C. Hydro of any of the rights, liberties and easements granted to it in paragraph 1 hereof, and does hereby accept the said consideration in full settlement and satisfaction of all present and future damages or causes of action which the Owner, his executors, administrators or assigns can now or may at any time hereafter incur, or have or make against B. C. Hydro by reason of the occurrence of any of the things aforesaid, and notwithstanding any such occurrence, he the Owner, for himself his executors, administrators or assigns, will not make any claim for compensation for personal injury (including death) or injury to any of his property, real or personal, on account of any such occurrence.

4. Notwithstanding anything hereinbefore contained, B. C. Hydro hereby covenants with the Owner not to cause the water impounded by any dam situate wholly or partly on the dam site to rise above an elevation of One Thousand Four Hundred and Fifty-five (1455) feet above mean sea level according to datum of the Geodetic Survey of Canada.

5. It is mutually agreed between the Owner and B. C. Hydro that:

(a) The title to all timber cut on the land

Safe Water

Back id

144B

Neigh Water

is 1446.

and to all things destroyed or disposed of by
B. C. Hydro in the exercise of its rights
hereunder shall vest in B. C. Hydro;

(b) This agreement shall be construed as
running with the land, that no part of the fee
of the soil shall pass to or be vested in B. C.
Hydro under or by these presents and that the
Owner may fully use and enjoy the land subject only
to the rights and restrictions herein provided;

(c) The expressions "Owner" and "B. C.
Hydro" herein contained shall be deemed to include
the executors, administrators, successors and
assigns of such parties wherever the context so
admits;

(d) Where the expression "Owner" includes
more than one person, all covenants herein on the
part of the Owner shall be construed as being
several as well as joint; and

(e) Wherever the singular and masculine are
used in this agreement they shall be construed as
meaning the plural or the feminine or body corporate
where the context or the parties hereto so require.

IN WITNESS WHEREOF the Owner has caused these
presents to be executed as of the day and year first above
written.

Signed, Sealed and Delivered
by the Owner in the presence
of:

Quincy R. Grant
Name

1112 Baker Bldg
Address

Appraiser
Occupation
(as to both signatures)

Jesse H. Koenig
JESSE H. KOENIG

Geraldine Koenig
GERALDINE KOENIG

W.S.
Subscribed to the approval of the land of grant

SCHEDULE I

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Assessment District of Nelson-Slocan in the Province of British Columbia, and being more particularly known and described as:

Assigned Parcel "A" (see D.F. 28683) of
District Lot Three Thousand Two Hundred
Sixty (3260), Kootenay District, Plan 1678.

SCHEDULE II

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Assessment District of Vernon in the Province of British Columbia, and being more particularly known and described as:

Blocks One (1) to Nine (9) (inclusive)
of Lot Seven Thousand Seven Hundred and
Seventy-one (7771), Kootenay District,
Plan 1077.

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that on the _____ day of _____ 19____ at _____ in the Province of British Columbia, (whose identity has been proved by the who is) personally known to me, appeared before _____ of _____ and that he is the person who subscribed his name to the annexed Instrument, as _____ of the said _____ 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 _____ British Columbia, this _____ day of _____, in the year of our Lord one thousand nine hundred and _____

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

DATED _____ 19 67

**JESSE H. KOENING
GERALDINE KOENING**

-TO-

**BRITISH COLUMBIA HYDRO
AND POWER AUTHORITY**

E A S E M E N T

Land Division
British Columbia Hydro
and Power Authority
970 Burrard Street
Vancouver 1, B. C.

FOR MAKER

I HEREBY CERTIFY that, on the _____ day of _____, 19____ at _____ in the Province of British Columbia, (whose identity has been proved by the evidence on who is) personally known to me, appeared the person mentioned in the annexed instrument as the subscribed thereto as part _____ that _____ of the full age of twenty-one years, executed the same voluntarily, and IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ in the Province of British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and _____

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

FOR WITNESS

Province of British Columbia
To Wit:

I, _____ of the _____ Village _____, in the Province of British Columbia, make oath and say:

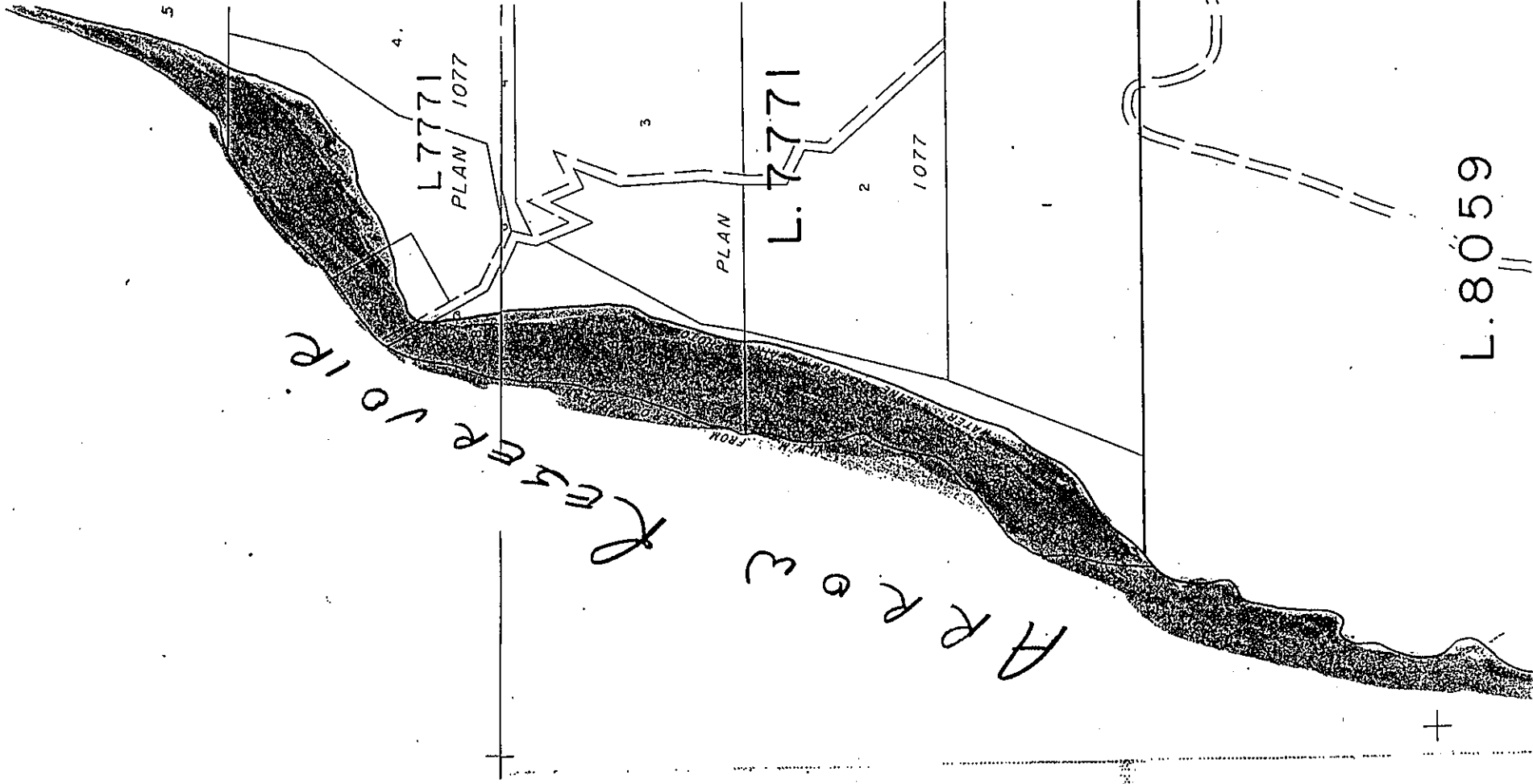
1. I was personally present and did see the within instrument duly signed and executed by **Jesse H. Koenig** and **Geraldine Koenig** thereto, for the purposes named therein.
2. The said instrument was executed at _____
3. I know the said parties, and that _____ they are _____ of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at _____
in the province of British Columbia, this _____ day of _____, 1967

Danny R. Grant
A Commissioner for taking affidavits within British Columbia.

A Commissioner for taking Affidavits
British Columbia

ARROW
FURNISH FOR



L. 8059