

DONNISON & SON,
NOTARIES,
147 LEADENHALL ST LONDON.

I HEREBY CERTIFY that BERNHARD HEYMANN BINDER, personally known to me, appeared before me and acknowledged to me that he is the London Secretary of THE VANCOUVER POWER COMPANY LIMITED and that he is the person who subscribed his name to the annexed Instrument as London Secretary of the said VANCOUVER POWER COMPANY LIMITED and affixed the Seal of the Company to the said Instrument, that he was first duly authorised to subscribe his name as aforesaid and to affix the said Seal to the said Instrument.



In testimony whereof I have hereunto set my hand and Seal of Office at No. 147 Leadenhall Street in the City of London England this *first* day of March in the year of Our Lord One thousand nine hundred and seven.

James Donnison
Not. Pub.

Articles of Agreement

*Schedule
"B"*

Made in duplicate this ⁴ ~~first~~ day of ~~March~~ *March* 1906,
~~One thousand nine hundred and seven~~

Between

THE CORPORATION OF THE TOWNSHIP OF LANGLEY, in the Province of British Columbia, (hereinafter called "The Corporation"),

Of the First Part,

— AND —

THE VANCOUVER POWER COMPANY, LIMITED, being a company incorporated under the Water Clauses Consolidation Act, 1897, (hereinafter called "The Company"),

Of the Other Part

WHEREAS, the Council of the Corporation has requested the Company to construct an Electric Lighting, Heating and Power System within the Township of Langley and the Company has expressed its willingness to do so on the terms and conditions hereinafter stated;

AND WHEREAS, the electors of the Township of Langley have assented to the execution of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH, that the said parties hereto mutually covenant and agree with each other as follows:—

1. The Corporation hereby grants unto the Company, its successors and assigns, the right, full permission and authority to sell electric light and electric current for lighting, heating, power and for industrial and other purposes incidental thereto within the corporate limits of the Township of Langley.

2. The Corporation hereby grants unto the Company, its successors and assigns, the right, full permission and authority to construct, maintain and operate within the corporate limits of the Township all works, power houses, buildings, poles and wires and structures of any kind required for the generation, distribution and sale of electricity for light, heat and power and any other purpose.

3. The Company may construct, erect and maintain and there is hereby granted to the said Company, under and subject to the terms, conditions and covenants herein set forth, permission to construct, erect and maintain its poles and to string and operate a line or lines of wire along the sides and across or under any public highway or bridge within the limits of the Corporation of the Township of Langley, and to do all things which may be necessary in the supplying of electric current for lighting, industrial power and heating purposes, all said work to be performed to the satisfaction of the Board of Works of the Corporation whose permission shall not be unduly withheld.

4. During the erection of any poles, the laying or stringing of any wires, and during repairs to and alterations of the same, the said Company shall take due care and proper precaution for the safety and protection of foot and other passengers, and of horses, carriages and vehicles passing along the highways of the Corporation, and shall not unnecessarily interfere with or impede the public use of the said public highways. Provided, however, that all poles erected under the provisions of this By-Law shall be placed at a distance of ten feet from the road line unless otherwise directed by the Board of Works of said Corporation.

5. The said Company shall and will from time to time and at all times indemnify and save harmless the Corporation from any injury arising from any casualty or accident to

person or property by reason of any neglect or omission to keep the poles and wires of the Company in a safe condition, and from all valid claims against the Corporation for damage caused by said wires or poles or by any works, alterations, repairs or improvements in connection with the work herein contemplated.

6. Nothing in this schedule B in this By-law contained shall be deemed to confer or be construed as conferring any exclusive right or powers on or to the said Company.

7. The said Company shall pay to the said Corporation a license fee not to exceed the amount from time to time allowed by the Municipal Clauses Act.

8. The Corporation grants the Company exemption from taxation on all its real and personal property within the limits of the district used in connection with its electric lighting, heating and power systems for a period of ten years from the date of this agreement.

9. It is further covenanted and agreed between the parties hereto that this agreement is to enure for the benefit of and be binding upon the successors and assigns of the Corporation and the Company respectively.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed and their corporate seals hereto affixed the day and year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF

A. Deans J.P.

John McDonald
Reeve
John W. Berry
Clerk

Signed, Sealed and Delivered
IN THE PRESENCE OF

The Seal of the Vancouver Power Company Limited

Was affixed hereto in the presence of

[Signature]

Chairman

Directors

[Signature]

London Secretary

