

CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 628

A BY-LAW to authorize the execution of an Agreement with the City of Vancouver.

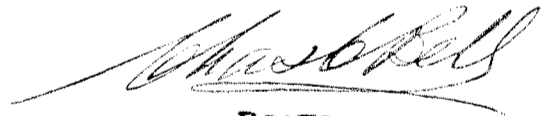
THE MUNICIPAL COUNCIL of the Corporation of the District of Burnaby enacts as follows:

1. Authority is hereby given to the Reeve and Assistant Clerk of the District of Burnaby to sign, execute and affix the Corporate seal to and give delivery to the City of Vancouver, therein named of an Agreement between the Corporation of the District of Burnaby and the said City of Vancouver all to the extent on the terms and in the manner set forth in the said Agreement a copy whereof is hereto annexed and that all as an act and deed of the said Corporation.

2. This By-law may be cited as "Boundary Road Agreement By-Law 1927."

DONE AND PASSED in open Council this Third (3rd) day of October, 1927.

RECONSIDERED AND FINALLY PASSED this Tenth (10th) day of October, 1927.



Reeve.



Assistant Clerk.

I, Charles B. Brown, Assistant Clerk of the Corporation of the District of Burnaby, hereby certify that the foregoing is a true copy of a By-law passed by the Municipal Council, on the Tenth (10th) day of October, 1927.



Assistant Clerk.

THIS AGREEMENT made and entered into this 18th day of July, in the year of our Lord, one thousand nine hundred and twenty-seven (A.D.1927),

BETWEEN

CITY OF VANCOUVER, hereinafter called the "City,"  
OF THE FIRST PART,

AND

THE CORPORATION OF THE DISTRICT OF BURNABY, hereinafter called the "District," OF THE SECOND PART.

WHEREAS that section of Boundary Road between Thirteenth and Fifteenth Avenues has been constructed and paved by the City as a continuation of the roadway known as the "Grandview Highway" (hereinafter referred to as the "Highway"), and it is agreed that the cost of such construction and the maintenance thereof of such paved surface shall be borne entirely by the City;

AND WHEREAS that section of the Highway on Boundary Road between Fifteenth and Seventeenth Avenues has been constructed and paved by the District, and it is agreed that the cost of such construction and the maintenance thereof of such paved surface shall be borne entirely by the District;

AND WHEREAS the City and the District respectively have mutually agreed to maintain the said respective sections of the Highway as aforesaid, subject to an agreement being executed on behalf of the City and the District providing for such maintenance;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, for and in consideration of the covenants and conditions herein set out and to be performed by each of the parties hereto respectively

the City and the District hereby agree each with the other as follows:

1. The City hereby agrees to assume the entire cost of constructing a paved surface roadway, forming a portion of the Highway, on that portion of Boundary Road lying between Thirteenth Avenue and Fifteenth Avenue, and further agrees to maintain and keep the said paved surface roadway in a good and efficient state of repair during the lifetime of such pavement without any cost whatsoever to the District for such maintenance and repair.

2. The District hereby agrees to assume the entire cost of constructing a paved surface roadway, forming a portion of the Highway, on that portion of Boundary Road between Fifteenth and Seventeenth Avenues, and further agrees to maintain and to keep the said paved surface roadway in a good and efficient state of repair during the lifetime of such pavement without any cost whatsoever to the City for such maintenance and repair.

3. It is mutually agreed between the respective parties hereto that the City shall in respect to that portion of the said Highway to be paved, maintained, and repaired by it as aforesaid, and the District shall in respect to that portion of the said Highway to be paved, maintained, and repaired by it as aforesaid, fully indemnify and save harmless each other respectively from all liability for loss, costs, charges, damages, compensation, expenses, and from all suits, claims, demands, proceedings at law or in equity, or arbitration or otherwise howsoever, which may arise at any time during the term of this agreement in respect of, or arising out of, either

directly or indirectly, or as incident to or being caused by reason of the construction, maintenance, repair, or use of the said portions of the Highway as aforesaid respectively, or in consequence of the execution of this agreement.

This agreement shall enure to the benefit of and be binding upon the respective parties hereto as well as upon their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED, and DELIVERED)

IN THE PRESENCE OF:

*Louis O Taylor*  
MAYOR.

*Wm. A. Quinn*  
CITY CLERK.

*Wm. B. Bell*  
REEVE.

*Charles B. Brown*  
Asst. CLERK.