

THIS AGREEMENT made in duplicate the 3rd day of May, 1971.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY,

(hereinafter called the "Corporation")

AND:

1973 CANADA SUMMER GAMES SOCIETY,
NEW WESTMINSTER - BURNABY

(hereinafter called the "Society")

WHEREAS the Society desires to use a portion of Burnaby Lake for a rowing course.

AND WHEREAS the Society desires to have a portion of said Burnaby Lake dredged for said rowing course.

AND WHEREAS the Society has requested and the Corporation has agreed to enter into an engineering contract and a dredging contract pertaining to the dredging of said Burnaby Lake and the disposal of dredged material therefrom.

AND WHEREAS the Corporation has entered into an engineering contract with Associated Engineering Services Ltd. and a dredging contract with Sceptre Dredging Ltd. pertaining to the dredging of said Burnaby Lake and the disposal of dredged material therefrom.

AND WHEREAS the Greater Vancouver Sewerage & Drainage District has agreed to allow the Corporation to discharge dredged material from said Burnaby Lake into its sewerage system.

AND WHEREAS the Corporation has agreed to reimburse the Greater Vancouver Sewerage & Drainage District for any costs the said Drainage District may be put to as a result of the use of its sewerage system for the disposal of dredged material from said Burnaby Lake.

AND WHEREAS the Society has agreed to reimburse the Corporation for all costs incurred by the Corporation (including Corporation charges) as a result of the dredging of said Burnaby Lake and the disposal of dredged material therefrom and including all costs of engineering and other professional services, all costs of dredging and disposal and all costs paid to the Greater Vancouver Sewerage & Drainage District.

MANAGER'S OFFICE

BURNABY, B.C.

NOW THEREFORE the Society and the Corporation for the considerations hereinafter named, agree as follows:

ARTICLE 1. The Society agrees to reimburse the Corporation for all costs incurred by the Corporation (including Corporation charges) as a result of the dredging of said Burnaby Lake and the disposal of dredged material therefrom and including all costs of engineering and other professional services, all costs of dredging and disposal and all costs paid to the Greater Vancouver Sewerage & Drainage District.

ARTICLE 2. The Society will at all times indemnify the Corporation against any loss, liability or damage which the Corporation may suffer, be at, or be put to as a result or by reason of any damage, injury or death caused to any person or damage or injury to any property arising in any manner whatsoever out of the Corporation's dredging of said Burnaby Lake and disposing of dredged material therefrom.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

THE CORPORATE SEAL OF THE SOCIETY
WAS HEREUNTO AFFIXED IN THE
PRESENCE OF:

THE CORPORATE SEAL OF THE
CORPORATION WAS HEREUNTO AFFIXED
IN THE PRESENCE OF:

