



## Attachment # 2

**Lease No. NEW326-10551F-001**

NO. NEW326-10551F-001

**LEASE**

VANCOUVER FRASER PORT AUTHORITY

TO

CORPORATION OF THE CITY OF NEW WESTMINSTER

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DATED: As of July 1, 2017

AUTHORITY: Submission No. RE261-17 dated and approved on June 22, 2017

REFERENCE: Certain waterlot area, labelled Parcel "A", totalling some 364 square metres, more or less, fronting: (1) Lot 100, District Lot 757, Group 1, and Part of the Foreshore and Bed of Annacis Channel of the Fraser River, New Westminster District, BCP19020 Except: Plans EPP35804 and EPP46197; and (2) Lot 1, District Lot 757, Group 1, and Part of the Foreshore and Bed of Annacis Channel of the Fraser River, New Westminster District, Plan LMP38387, City of New Westminster, Province of British Columbia

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LOCATION: Fronting Port Royal in Annacis Channel, City of New Westminster, BC

LEASE PLAN: 2017-107 dated June 22, 2017

NOTES: Changes: Sections 1.01, 1.02, 2.01, 3.01, 11.01, 16.06;  
New: Section 16.13; Schedule "B"-Insurance-Section III (Watercraft);  
Deleted: Section 15 (Security Deposit); Schedule "B"-Insurance-orig. Sections III (Automobile), IV (Property), V (Boiler), VI (Business), VII (Stevedoring); Schedule "B"-Insurance-General-orig. subparas. (b), (c), (d);

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**ATTACHMENTS**

Schedule "A" - Lease Plan No. **2017-107** dated June 22, 2017  
Schedule "B" - Insurance Requirements  
Schedule "C" - Special Conditions - **None**

**THIS LEASE** made the **1st** day of **July, 2017**

**BETWEEN:**

**VANCOUVER FRASER PORT AUTHORITY**, a corporation established pursuant to the *Canada Marine Act*, having an office at 100 The Pointe, 999 Canada Place, Vancouver, British Columbia, V6C 3T4

(the "Authority")

**AND:**

**CORPORATION OF THE CITY OF NEW WESTMINSTER**, a municipal corporation having an office at 511 Royal Avenue, New Westminister, British Columbia, V3L 1H9

(the "Tenant")

**IN CONSIDERATION** of the rents, covenants and obligations contained in this Lease, the parties agree as follows:

**1.0 DEMISE AND TERM**

**1.01 Leased Premises**

The Authority hereby leases to the Tenant that parcel of land and/or waterlot, together with all buildings and improvements, more particularly described as **that certain waterlot area, labelled Parcel "A", totalling some 364 square metres, more or less, fronting: (1) Lot 100, District Lot 757, Group 1, and Part of the Foreshore and Bed of Annacis Channel of the Fraser River, New Westminister District, BCP19020 Except: Plans EPP35804 and EPP46197; and (2) Lot 1, District Lot 757, Group 1, and Part of the Foreshore and Bed of Annacis Channel of the Fraser River, New Westminister District, Plan LMP38387**, in the **City of New Westminister**, Province of British Columbia, as shown on Lease Plan No. **2017-107** dated **June 22, 2017**, a copy of which is attached as Schedule "A" (the "Leased Premises").

**1.02 Term**

The term of this Lease shall be **FIVE (5)** years (the "Term") commencing on the **1st** day of **July, 2017** (the "Commencement Date") and ending on the **30th** day of **June, 2022** (the "Termination Date").

**1.03 Title**

The Tenant shall have no recourse against the Authority or against Her Majesty the Queen in Right of Canada should title to the Leased Premises prove to be defective or should this Lease prove ineffective by reason of any defect in title.

## **2.0 PURPOSE**

- 2.01 The Tenant shall use the Leased Premises for the purposes of **operating a public dock and passenger ferry service on a not-for-profit basis (with no liveboards or overnight moorage permitted) and a debris boom**, and for no other purpose whatsoever without the prior written consent of the Authority, which consent may be withheld for any reason whatsoever.

## **3.0 RENT**

### **3.01 Amount of Rent**

The Tenant shall pay the Authority rent in the sum of **TWO THOUSAND SEVEN HUNDRED SIX DOLLARS AND NINETY EIGHT CENTS (\$2,706.98)**, plus goods and services tax ("GST") for the Term, payable in advance, without prior demand, deduction, abatement or set-off, on or before the Commencement Date (the "Rent").

Payments shall be applied first towards amounts outstanding under the Lease and in such a manner as the Authority may see fit.

### **3.02 Net Lease**

The Tenant shall pay all costs, charges or expenses of any nature whatsoever arising from or relating to the Leased Premises during the Term, and the Rent shall be absolutely net to the Authority and such expenses shall not entitle the Tenant to any abatement or set-off or to reduce the Rent.

### **3.03 Rents in Arrears**

Nothing contained in this Lease shall be construed as compelling the Authority to accept any payment of Rent in arrears should the Authority elect to apply its remedies under any Section of this Lease in the event of default by the Tenant.

## **4.0 ASSIGNMENT AND SUBLETTING**

- 4.01 The Tenant shall not assign this Lease or any interest herein or sublet or otherwise part with or set over possession of all or any part of the Leased Premises, or grant any licence or concession within or relating to the Leased Premises, without the prior written and specific consent of the Authority, which consent may be withheld for any reason.

## **5.0 CONDITION OF PREMISES**

- 5.01 The Tenant acknowledges and agrees that the Leased Premises are being leased on an "as is" basis in all respects, including but not limited to access and environmental condition. The Tenant accepts the Leased Premises in their present condition and subject to the reservations, terms and conditions of this Lease and agrees that it will not advance a claim or seek reimbursement or indemnity for any costs or damages related to:

- (a) the Leased Premises not being suitable for use by the Tenant;
- (b) the Tenant being unable to access the Leased Premises;
- (c) where appropriate, the Tenant being unable to obtain or maintain riparian consent;
- (d) the Leased Premises being or being found to be contaminated; or
- (e) remedial action is required as a result of contamination on or of the Leased Premises.

## **6.0 COMPLIANCE WITH ENVIRONMENTAL AND OTHER LAWS**

6.01 The Tenant shall at all times and in all respects comply with and abide by all applicable statutes, laws, by-laws, regulations and orders from time to time in force and effect including, without limiting the generality of the foregoing, all applicable environmental, labour and safety laws and regulations, the *Port Authorities Operations Regulations* and the *Canadian Environmental Assessment Act 2012*.

### **6.02 Authority By-Laws**

The Tenant shall comply with all rules, regulations, by-laws, notices and directions which may from time to time be established by or on behalf of the Authority affecting the Leased Premises or any part thereof and including, without limitation, all tariffs, rates, tolls and charges established from time to time by the Authority pursuant to the Authority's Fee Document, as amended or replaced from time to time.

## **7.0 DAMAGE OR DESTRUCTION**

7.01 The Tenant shall promptly notify the Authority of any damage or destruction to the Leased Premises and if, in the sole opinion of the Authority, the Leased Premises are substantially damaged or destroyed at any time during the Tenant's use or occupation by a peril which would be insured by the policies of insurance referred to in Schedule "B" and such other policies as the Tenant may from time to time be obliged to maintain, the Tenant shall forthwith proceed to repair or rebuild the Leased Premises at its sole cost and expense unless otherwise agreed to by the Authority, so as to restore the Leased Premises to the same condition as required to be maintained during the Term.

7.02 If, in the sole opinion of the Authority, the Leased Premises are rendered unfit for the Tenant's occupancy or use at any time during the use or occupation of the Leased Premises pursuant to this Lease by a peril other than those specifically referred to in Section 7.01 above then, at the option of either the Authority or the Tenant exercised by giving written notice to the other party within NINETY (90) days of the date of such damage or destruction, this Lease may be terminated. If neither party terminates this Lease for such peril, then the Tenant shall rebuild the Leased Premises forthwith at its sole cost and expense.

7.03 No damage or destruction to the Leased Premises shall in any way entitle the Tenant to any abatement of rent or to abrogate, defer or suspend the Tenant's full compliance with this Lease.

## **8.0 TAXES**

8.01 The Tenant shall pay as and when they fall due, all taxes and any and all levies, rates and charges assessed or levied by any third parties in respect of the Leased Premises or in respect of any business or activity carried on, in, or in connection with the Leased Premises, and all taxes, rates, charges and levies of whatever description assessed in respect of any fixtures, machinery and equipment installed or maintained on the Leased Premises. The Tenant may dispute the lawfulness, applicability or amount of any of the foregoing directly with those third parties entirely at its sole cost and responsibility.

## **9.0 TENANT COVENANTS**

The Tenant covenants as follows:

### **9.01 Charges**

The Tenant shall pay all charges for water, sewer, electricity, gas, telephone and other utilities as and when they fall due.

### **9.02 Repair and Maintenance**

The Tenant shall perform such maintenance or effect such repairs, at its own expense, as may be necessary to keep the Leased Premises in good order and repair to the satisfaction of the Authority. The Tenant shall leave the Leased Premises in good condition and good and substantial state of repair at the expiration or sooner determination of the Term.

### **9.03 Inspections**

The Tenant shall permit the Authority and its servants, agents, employees, contractors and representatives, at all reasonable times during the Term, to enter and examine the condition of the Leased Premises for the purpose of determining site conditions, including subsurface conditions and the state of maintenance and repair of the Leased Premises and any fixture located thereupon. The Authority may give notice to the Tenant to perform any such maintenance or effect such repairs as may be necessary in the Authority's opinion from time to time, and the Tenant shall effect such maintenance and repairs within a reasonable period of time or within such period of time as may be stipulated by the Authority, to the satisfaction of the Authority. The failure of the Authority to give such notice shall not relieve the Tenant of its obligation to maintain and repair.

### **9.04 Entry**

If the Tenant fails to repair and maintain in accordance with the provisions of this Lease, the Authority may enter the Leased Premises and make the required repairs or do the required maintenance and the Authority shall not be liable to the Tenant

for any inconvenience, annoyance or loss of business or any damages suffered by the Tenant by reason of the Authority effecting such repairs, and the cost of such repairs and maintenance shall be borne by the Tenant and shall be payable by the Tenant to the Authority immediately upon demand by the Authority.

#### 9.05 **Fixtures**

Upon cancellation or termination of this Lease, the Authority shall have the option of requiring or compelling the Tenant, upon written notice, to remove any or all improvements, buildings, structures, fixtures and chattels located within the Leased Premises, **including any such improvements existing prior to the Commencement Date, and** including replacements and repairs thereto, and the Tenant shall be so bound to remove at its sole cost and expense, regardless of when such improvements, buildings, structures, fixtures and chattels were installed or constructed or by whom, and upon the failure of the Tenant to do so expeditiously, in the sole opinion of the Authority, the Authority may effect such removal at the Tenant's expense, without any right of compensation or reimbursement to the Tenant whatsoever. All costs, charges and expenses that the Authority may incur as a result of such removal or clean-up shall be deemed to be rent, due and owing to the Authority immediately on demand by the Authority.

#### 9.06 **Improvements**

The Tenant shall not construct, erect or place any buildings, structures, signs or other improvements on the Leased Premises, or make any alterations or improvements, except with the prior written consent of the Authority and upon such terms and conditions as the Authority may require. Forthwith upon demand by the Authority, the Tenant shall remove any improvements in or on the Leased Premises not specifically authorized by the Authority and shall repair any damage caused by such removal, all at the Tenant's sole cost and expense and without any right to seek compensation from the Authority.

#### 9.07 **Nuisance**

The Tenant shall not make or suffer any waste or cause or allow to be caused any damage or injury to the Leased Premises, or any part thereof, or use or permit to be used any part of the Leased Premises for any unauthorized, dangerous, noxious or offensive trade, business or other activity and shall not cause or maintain any nuisance in, at or on the Leased Premises or emanating therefrom.

#### 9.08 **Prohibition Against Riparian Interference**

Notwithstanding any other provision contained in this Lease, the Tenant shall not place any improvement on the Leased Premises or carry on any activity within the Leased Premises that creates an interference with the riparian rights of any third party, without the written consent of the holder of the said riparian rights, ("Riparian Consent") and the Tenant shall provide a copy of the Riparian Consent(s) to the Authority in due course.



### 9.09 Riparian Consent

If at any time during the Term, the Authority determines, in its sole opinion, that the Tenant should obtain and maintain Riparian Consent from a third party, the Authority may so direct the Tenant. If the Tenant does not for any reason obtain and maintain Riparian Consent within THIRTY (30) days from the date of the direction to do so, the Authority may terminate the Lease forthwith.

### 10.0 DEFAULT

10.01 If and whenever the Rent is not paid on the day appointed for payment, whether lawfully demanded or not, the Tenant shall be in default and this Lease may, at the sole option of the Authority, terminate. If the Tenant breaches or fails to observe or perform any of the covenants or agreements contained in this Lease and any such default continues for TEN (10) days after notice to the Tenant, this Lease may, at the sole option of the Authority, terminate, and the Rent shall immediately become due and owing, without prejudice to all other rights and remedies of the Authority and the Authority may, without notice or any form of legal process, forthwith re-enter and take possession of the Leased Premises.

### 10.02 Bankruptcy

If during the Term any of the goods and chattels of the Tenant are at any time seized in execution or attachment by any creditor of the Tenant, or if the Tenant makes an assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any legislation now or hereafter in force for bankrupt or insolvent debtors, or if any order is made for the winding up of the Tenant or other termination of the Tenant or a receiver or receiver manager is appointed to control the business or any assets of the Tenant, then the Rent, together with the ensuing THREE (3) months' Rent, shall immediately become due and payable at the Authority's option and the Lease shall terminate without prejudice to all other rights and remedies of the Authority and the Authority may, without notice or any form of legal process, forthwith re-enter and take possession of the Leased Premises.

### 11.0 CANCELLATION

#### 11.01 Mutual Notice

Either party may terminate this Lease, at any time and without cause, by giving written notice to the other party at least **NINETY (90)** days prior to the effective date of termination.

### 12.0 HOLDING OVER

12.01 If at the expiration of the Term or earlier termination of this Lease, the Tenant remains in possession of all or any part of the Leased Premises without any further written agreement by the Authority a tenancy from year to year is not created by implication or law but the Tenant shall be deemed to be a monthly tenant only, at a rent payable monthly in advance at the rate of ONE-TWELFTH (1/12<sup>th</sup>) of the annual Rent, subject to increase at the sole discretion of the Authority at any time and upon notice to the Tenant. In addition, the Authority shall be entitled to give the Tenant

reasonable notice to deliver up possession of the Leased Premises at any time and for any reason whatsoever. The Tenant shall promptly indemnify and hold harmless the Authority from and against any and all costs incurred by the Authority as a result of the Tenant remaining in possession of all or any part of the Leased Premises. The Tenant shall not advance any counterclaim in any summary or other proceeding based on overholding by the Tenant. All other terms and conditions of this Lease shall apply, with the necessary changes and nothing, including the acceptance of any rent by the Authority, operates to extend any tenancy except a specific agreement in writing between the Authority and the Tenant, and the Tenant authorizes the Authority to apply in payment of the rent any monies received from the Tenant.

### **13.0 INSURANCE AND INDEMNITY**

13.01 The Tenant shall obtain, maintain and pay for insurance, in a form satisfactory to the Authority, and against all risks as specified in Schedule "B".

#### **13.02 Indemnity**

The Tenant shall indemnify and save harmless the Authority in respect of all claims, losses, costs, fines, penalties or other liabilities, including legal fees, arising out of:

- (a) any bodily injury or death, property damage or any loss or damage arising out of or in any way connected with the use and occupation of the Leased Premises;
- (b) any breach by the Tenant of its covenants and obligations under this Lease;
- (c) contamination of the Leased Premises where such contamination arose out of or is in any way connected with the Tenant's use and occupation of the Leased Premises; or
- (d) the storage, treatment, generation, transportation, processing, handling, production or disposal of any contaminated or hazardous materials or substances on, of or from the Leased Premises by the Tenant, or by any agent, employee, contractor, or any other party for whom the Tenant is responsible in law,

except for that portion caused by the negligence or wilful misconduct of the Authority or its employees, agents, contractors and any parties for whom it is responsible in law.

### **14.0 ENVIRONMENTAL PROVISIONS**

#### **14.01 No Environmental Damage**

The Tenant shall at all times keep the Leased Premises free of all hazardous or contaminated materials or substances and shall not cause or permit the Leased Premises or any part thereof to be used for the storage, treatment, generation, transportation, processing, handling, production or disposal of any hazardous or contaminated materials or substances except as specifically permitted by the

Authority and all other applicable authorities. The Tenant shall not cause or permit anything to be done on the Leased Premises which results in contamination or environmental damage to the Leased Premises. The Tenant warrants and represents that its use and occupation of or any undertaking on the Leased Premises shall at all times be in compliance with all applicable laws.

#### **14.02 Environmental Audit**

The Authority may require the Tenant to do an environmental audit of the Leased Premises satisfactory to the Authority, acting reasonably. The audit shall be conducted at the Tenant's expense.

#### **14.03 Clean-Up**

The Tenant shall be responsible for, undertake and bear the costs of all investigations, studies, sampling, testing, clean-up, remediation, removal and disposal of all hazardous and contaminated materials or substances, including soil and water, toxic or otherwise, and any other remedial actions which are, in the opinion of the Authority, necessary to effect the restoration of any damaged environment or habitat, where the same arises and results from the Tenant's use and occupation of, or any undertaking on, the Leased Premises, whether during or after the Term, or during any prior occupancy by the Tenant or its corporate predecessors.

#### **14.04 Clean-Up by Authority**

If the Tenant fails, within the period of time of which the Tenant is notified by the Authority, to effect any investigations, studies, sampling, testing, clean-up, remediation, removal or disposal in accordance with Sections 14.02 and 14.03, then the Authority may do so without notice to the Tenant. In such a case the Tenant shall reimburse the Authority, immediately upon demand, for all costs, charges and expenses in connection therewith.

#### **14.05 Survival of Provisions**

Sections 6.01, 14.01, 14.02, 14.03 and 14.04 survive the expiration or sooner termination of this Lease and any bankruptcy or insolvency on the part of the Tenant.

### **15.0 SECURITY DEPOSIT [*Intentionally Deleted*]**

## **16.0 GENERAL**

### **16.01 Distress**

Notwithstanding anything contained in this Lease, the Authority reserves the right to levy distress for arrears of rent. The Tenant agrees that the Authority shall be entitled to recover from the Tenant reasonable costs incurred by the Authority in cleaning the Leased Premises and returning the same to the condition that existed prior to the Tenant's entry onto the Leased Premises, and further, that such costs

shall be deemed to be rent and shall be payable by the Tenant to the Authority forthwith on demand.

**16.02 Entire Agreement**

This Lease constitutes the entire agreement between the parties and supersedes all previous negotiations, representations and documents made by either party.

**16.03 Binding on Successors**

All grants, covenants, provisos, agreements, rights, powers, privileges and liabilities contained in this Lease shall be read and held as made by and with, granted to and imposed upon, the parties and their respective heirs, executors, administrators and successors and permitted assigns.

**16.04 Severability**

Should any provision in this Lease be illegal or not enforceable, it shall be considered separate and severable from the Lease and the remaining provisions shall remain in force and be binding upon the parties.

**16.05 Interest on Overdue Accounts**

The Tenant shall pay to the Authority interest at an annual rate equal to the prime rate of interest announced from time to time by The Royal Bank of Canada plus FOUR (4%) percent, calculated monthly not in advance, on all payments of Rent and all other sums required to be paid under the provisions of this Lease which have become overdue and which remain unpaid. Interest shall be calculated from the date when Rent shall become payable under the terms of this Lease at the interest rate applicable at that date and shall accrue and be payable without the necessity of any demand.

**16.06 Notice**

Any notice or other communication required to be given under or pursuant to this Lease shall be in writing and signed and delivered by:

- (a) delivery in person;
- (b) mail;
- (c) facsimile transmission; or
- (d) email attaching an electronic copy,

to the representative of the party to whom such notice is to be given at the following locations respectively:

**If to the Authority:**

Vancouver Fraser Port Authority  
100 The Pointe  
999 Canada Place  
Vancouver, British Columbia, V6C 3T4  
Attention: Director, Real Estate  
Facsimile: 1-866-212-1686  
Email: [DirectorRE@portvancouver.com](mailto:DirectorRE@portvancouver.com)

**If to the Tenant:**

**Corporation of the City of New Westminster  
Parks & Recreation  
600 Eighth Street**

**New Westminster, British Columbia, V3M 3S2**

Attention: **G. Dean Gibson, Director, Parks & Recreation**

Email: [dgibson@newwestcity.ca](mailto:dgibson@newwestcity.ca)

or at such other location as either party shall advise by notice from time to time.

Any notice, demand or other communication shall be effective upon actual receipt and if sent by email to the Authority, when acknowledgement is received from the Authority. Notice by mail shall be deemed to have been delivered on the FIFTH (5<sup>th</sup>) business day after the day of mailing. In the event of disruption of mail services, all such notices and other communications shall be delivered with written acknowledgement of receipt rather than by mail.

The parties agree to provide each other with notification of a change of address, including email address, within THIRTY (30) days of any changes.

**16.07 Headings**

All headings and captions appearing in this Lease have been inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of the Lease or any provision thereof.

**16.08 Documentation Fees**

The Tenant shall pay to the Authority all costs associated with the preparation, execution and delivery of this Lease, and any permitted assignment or sublease, and shall pay such costs to the Authority forthwith on demand.

**16.09 Site Security**

The Tenant shall be solely responsible for site security for the Leased Premises and any persons or fixtures located thereon.

**16.10 Time**

Time is of the essence in this Lease.

**16.11 Confidentiality**

Each of the parties agrees not to disclose the terms and conditions of this Lease or any documents produced or disclosures made in the course of mediation or arbitration pursuant to this Lease to any third parties without the written consent of the other, except such confidential disclosure as may be required by either of the parties to their respective representatives, consultants and professional advisors, and except such disclosure as may be required by applicable law.

**16.12 Jurisdiction**

This Lease shall be governed in all respects, including validity, interpretation and affect, by the laws of the Province of British Columbia and the laws of Canada and where federal and provincial laws conflict, the federal law shall prevail. The parties shall attorn only and exclusively to the jurisdiction of courts of the Province of British Columbia save and except in the circumstances where the federal court has exclusive jurisdiction.

**16.13 Execution and Counterparts**

**This Lease may be signed in counterparts and transmitted by electronic means. Each counterpart shall be deemed an original and all counterparts together shall constitute one agreement.**

**IN WITNESS WHEREOF** the parties have executed this Lease as of the day and year first written above.

**SIGNED, SEALED AND DELIVERED** on behalf )  
of **VANCOUVER FRASER PORT AUTHORITY** )  
by its authorized signatories: )

*Nathan Nottingham* )  
\_\_\_\_\_) )  
Manager, Real Estate )

*[Signature]* )  
\_\_\_\_\_) )  
A/ Corporate Secretary ( )  
Acky 15 - 07/13/17 )



C/S



**SIGNED, SEALED AND DELIVERED** on behalf of )  
**CORPORATION OF THE** )  
**CITY OF NEW WESTMINSTER** by its )  
authorized signatory(ies): )

Print Title: *Mayor Lorne Williams* )  
\_\_\_\_\_) )  
*L. L. Williams* )  
\_\_\_\_\_) )  
Print Title: *City Clerk Jacque Killawee* )

C/S

*J. Killawee* )  
\_\_\_\_\_) )

**SCHEDULE "A"**

**Lease Plan No. 2017-107 dated June 22, 2017**

**(attached)**



TITLE BLOCK: AP-180.dwg



**CERTIFIED CORRECT**  
 on the 22nd day of June 2017

*Satnam Singh Senghera*

**SATNAM SINGH SENGERA**  
 Senior Engineering Survey Technician

REFERENCE: - NEW326-10551F-001

NOTES:  
 - DISTANCES ARE SHOWN IN INTERNATIONAL METRES AND DECIMALS THEREOF  
 - BEARINGS ARE U.T.M., AND ARE DERIVED FROM VFPA CONTROL SURVEY.  
 - PRIOR TO COMPUTATION OF U.T.M. CO-ORDINATES, MULTIPLY DISTANCES BY COMBINED SCALE FACTOR 0.9996  
 - FINAL DIMENSIONS AND CO-ORDINATES ARE SUBJECT TO SURVEY.

**DESCRIPTION OF PROPERTY**  
 LEASE AREA FRONTING:  
 1. LOT 100 DISTRICT LOT 757 GROUP 1 AND PART OF THE FORESHORE AND BED OF ANNACIS CHANNEL OF FRASER RIVER N. W. D. PLAN BCP19020 EXCEPT: PLANS EPP35804 AND EPP46197  
 2. LOT 1 DISTRICT LOT 757 GROUP 1 AND PART OF THE FORESHORE AND BED OF ANNACIS CHANNEL OF THE FRASER RIVER N. W. D. PLAN LMP38387



**PARCEL AREA**  
 PCL. 'A' (WATER) = 364m<sup>2</sup> (3,918ft<sup>2</sup>)

DATE: 2017/06/22 - 2:27pm  
 PATH: H:\Plane\Lease Plans\2017-Lease\2017-107.dwg

No.	Date	REVISION	Dr'n	Ch'd

**PORT of vancouver**

**VANCOUVER FRASER PORT AUTHORITY**  
 ENGINEERING DEPARTMENT

DESIGN BY: SSS  
 DRAWN BY: SSS  
 APPROVED: SSS  
 DATE: 22-JUNE-2017  
 SCALE: 1:750  
 P/W SITE: NEWS26

**CITY OF NEW WESTMINSTER**  
 LEASE AREA AS DESCRIBED ABOVE  
 UNDER "DESCRIPTION OF PROPERTY"  
 CITY OF NEW WESTMINSTER

SIZE: A  
 SHEET: 1 of 1  
 REV:



**SCHEDULE "B"**

INSURANCE:

Section I Commercial General Liability Insurance in an amount not less than **TEN MILLION DOLLARS (\$10,000,000.00)** per occurrence, to cover all operations of the Tenant at or about the Leased Premises. Such insurance shall include the following endorsements:

- (a) Contractual Liability (including this Lease);
- (b) Non-owned Automobiles;
- (c) Products and Completed Operations;
- (d) Broad Form Property Damage;
- (e) Cross Liability;
- (f) Employees as Additional Insureds;
- (g) Contingent Employer's Liability;
- (h) Personal Injury; and
- (i) Tenant's Legal Liability (if applicable).

Section II Pollution Liability (on a "Sudden and Accidental" basis) in an amount not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** per claim to cover the release of pollutants resulting from the Tenant's use and occupancy of the Leased Premises.

**Section III Watercraft Protection and Indemnity Insurance in an amount not less than TEN MILLION DOLLARS (\$10,000,000.00) per occurrence to cover any third party injury and/or property damage resulting from the use and operation of watercraft by the Tenant on or about the Leased Premises.**

Section IV Workers' compensation coverage in respect of all Tenant's employees, workers and servants engaged in any work in or upon the Leased Premises or in the event workers' compensation coverage is not available under the applicable legislation, employer's liability insurance in lieu thereof.

General (Applicable to Sections I through IV)

- (a) The insurance specified in Sections I, II and III shall name the Authority and Her Majesty the Queen in Right of Canada as Additional Insureds;
- (b) Certificates of insurance evidencing the specified insurance (and subsequent renewals) shall be delivered to the Authority prior to the commencement of the Term and subsequent insurance policy renewals shall be delivered to the Authority not later than FIFTEEN (15) days following the expiry of the prior policy;
- (c) Deductibles, if any, which are applicable to the specified insurance, shall be borne by the Tenant;

- (d) All insurance policies shall be in a form and with insurers acceptable to the Authority. All insurance policies shall be issued by insurers licensed to do business in the Province of British Columbia;
- (e) Every policy of insurance shall contain a provision that the insurers shall provide the Authority with SIXTY (60) days written notice of cancellation of or material change to the policy;
- (f) Additional insurance and/or increased coverage minimums, if deemed necessary by the Authority, shall be provided by the Tenant, at the sole cost of the Tenant. If requested by the Tenant, the Authority shall provide an explanation as to the reasons for such additional insurance;
- (g) The Tenant may meet any of the insurance obligations through a program of "Self-Insurance", subject to the approval of the Authority. The Authority reserves the right to request any additional information it deems necessary to evaluate the adequacy of such "Self-Insurance"; and
- (h) The limits of insurance specified in this Schedule "B" in no way define or limit the obligation of the Tenant to indemnify the Authority in the event of a loss.

**SCHEDULE "C"**

**Special Conditions**

None