

Attachment # 1

Temporary Working Space Agreement

TEMPORARY WORKING SPACE AGREEMENT

(the "Licence")

Date: June 7, 2022 (the "Agreement Date")

AMONG:

ONNI DEVELOPMENT (VICTORIA HILL) CORP. with a mailing address of 200 – 1010 Seymour Street, Vancouver, British Columbia, V6C 3H1
(**"Onni"**)

AND:

CITY OF NEW WESTMINSTER with a mailing address of 511 Royal Avenue, New Westminister, BC V3L 1H9
(the **"City"**)

AND:

GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT, a Corporation created by an Act of the Legislature of the Province of British Columbia having an office at 4515 Central Boulevard, Burnaby, British Columbia, V5H 0C6,
(the **"District"**)

(each, a **"Party"**, collectively, the **"Parties"**).

WHEREAS

- A. As of the Agreement Date, Onni is the registered owner of the lands located at 59 Blackberry Drive, New Westminister, BC and legally described as:

PID: 002-987-783

LEGAL DESCRIPTION: PARCEL A EXCEPT: FIRSTLY; PART SUBDIVIDED BY PLAN 66162
SECONDLY; PART SUBDIVIDED BY PLAN LMP8439
THIRDLY; PART SUBDIVIDED BY PLAN BCP4015
FOURTHLY; PART SUBDIVIDED BY PLAN BCP8786
FIFTHLY; PART SUBDIVIDED BY PLAN BCP15276

SIXTHLY; PART SUBDIVIDED BY PLAN BCP21830
SEVENTHLY; PART SUBDIVIDED BY PLAN BCP24033
EIGHTHLY; PART SUBDIVIDED BY PLAN BCP51633
DISTRICT LOT 115 GROUP 1 NEW WESTMINSTER DISTRICT
EXPLANATORY PLAN 61944

(the "**Lands**");

- B. The District has existing sewer facilities, known as Glenbrook Combined Trunk Sewer New Westminster Interceptor, situated within the Lands and protected under SRW Instrument number BN35679, SRW Plan LMP23997;
- C. The District is proposing to undertake construction of the Glenbrook Combined Trunk Sewer New Westminster Interceptor CSO Gate Replacement Project (the "**Project**") and has requested to obtain a temporary working space within portions of the Lands for access, laydown and storage of construction materials for the Project; Onni has agreed to provide such temporary working space to the District for that purpose;
- D. Onni is in the process of transferring ownership of the Lands to the City; the Parties expect that the City will become owner of the Lands at some point during the Term (as hereinafter defined); and
- E. Onni agrees to transfer this Licence to the City, and the City agrees to accept such transfer on the terms herein, effective as of the date the City becomes the Owner of the Lands (as hereinafter defined); Onni and the City will notify the District of the transfer of this Licence by delivery of a written notice to the District.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the premises, covenants and agreements contained in this Licence, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree with each other as follows:

1. For the purposes of this Licence, "**Owner of the Lands**" will mean Onni for the period starting on the Agreement Date and ending on the date upon which the Lands are transferred to the City, and will mean the City from the date upon which the Lands are transferred to the City and thereafter.

2. During the Term (as hereinafter defined), the Owner of the Lands shall not sell, transfer, assign or encumber the portion of the Lands required by the District under this Licence, without first obtaining written approval from the proposed purchaser, transferee, assignee or charge holder as to their acceptance and assumption (as applicable) of the terms of this Licence.
3. Onni hereby grants to the District a licence to use the Lands on the terms outlined below:
 - (a) to permit the District, its employees, servants, agents, licensees, officials, consultants, contractors, workers (the "**District's Personnel**") to enter and work upon, use, pass and repass, with or without equipment, vehicles and materials for purposes of the construction of the Project, and laydown and storage areas and traffic control flaggers in conjunction with intermittent trail closures (the "**Permitted Uses**") over the portions of the Lands with a total area of approximately **1,325 square metres** as shown on the attached Schedule A (the "**Licence Area**").
4. The term of this Licence will be **five months** (the "**Term**") commencing on that day that is two (2) weeks after delivery of written notice by the District to the Owner of the Lands (the "**Commencement Date**"), estimated to be in early **May 2023**. The District shall have the option to extend the Term on a month to month basis upon provide written notice to the Owner of the Lands, and will pay to the Owner of the Lands a monthly fee of \$3,583 plus GST for each month that the Term is extended.
5. In consideration for its use of the Licence Area for the Term, the District agrees to pay to the Owner of the Lands the sum of **Seventeen Thousand Nine Hundred Dollars (\$17,900.00)** plus GST (the "**Licence Fee**"), payable within 10 business days of the Commencement Date. If during the Term, the Lands are transferred from Onni to the City, then Onni will transfer the proportionate balance of prepaid Licence Fee for the period of the Term remaining, at **\$3,583 plus GST per month**.
6. The District will exercise its rights under this Licence so as to cause as little inconvenience to the Owner of the Lands and the Lands as is reasonably practicable, and the District upon completion of the Project will restore, so far as is reasonably practicable, the affected portions of the Lands to the same condition they were in prior to the exercise by the District of its rights hereunder.
7. The District will promptly repair any damage to the Lands as a result of the use of the Lands by The District, to the satisfaction of the Owner of the Lands, acting reasonably.

8. The District to meet requirements per the City's Tree Protection and Regulation Bylaw No. 7799, 2016 to protect existing trees, shrubs, bushes or other vegetation, soil or growth on the surface of the Licence Area. If cutting of trees, shrubs, bushes or other vegetation or growth on the surface of the Licence Area is required the District will make commercially reasonable efforts to restore the surface of the Licence Area to the original or better status after the completion of the Project as required by City's Tree Protection and Regulation Bylaw.
9. The District will not bury debris or rubbish of any kind on the Lands.
10. During the term, the District will make provision for city watering and maintenance crews to access the Ravine by vehicle.
11. The District will provide a fire protection plan for the Lands satisfactory to the City's Fire and Rescue Services Department.
12. The District will provide a communications plan to the residents living adjacent to the Ravine and to users of the Lands with respect to the Project.
13. The District will leave the Licence Area in a neat and tidy condition after the Term (as may be extended) expires.
14. The District will indemnify and hold harmless the Owner of the Lands from all actions, proceedings, suits, demands, costs and expenses arising out of the District's Personnel's exercise of the District's rights under this Licence, except to the extent that any such actions, proceedings, suits, demands, costs and expenses are caused by or contributed to by Onni or the City, or either of their servants, employees, agents or invitees.
15. The City will assume and accept the terms of this Licence as Owner of the Lands upon the transfer of the Lands from Onni to the City.
16. In this Licence words importing the male gender include the female gender and either includes the neuter and vice versa and words importing the singular number include the plural number and vice versa.
17. This Licence is subject to approval of the Director, Real Estate Services.

18. This Licence may be executed and delivered by electronic means and in counterparts and upon the execution and delivery of each such counterpart by each Party to the other, this Licence will be legally binding upon the Parties.

IN WITNESS WHEREOF the parties have executed this agreement this ____ day of _____, 2022.

ONNI DEVELOPMENT (VICTORIA HILL) CORP.

Per: _____

Name:

Title:

CITY OF NEW WESTMINSTER

Per: _____

Name:

Title:

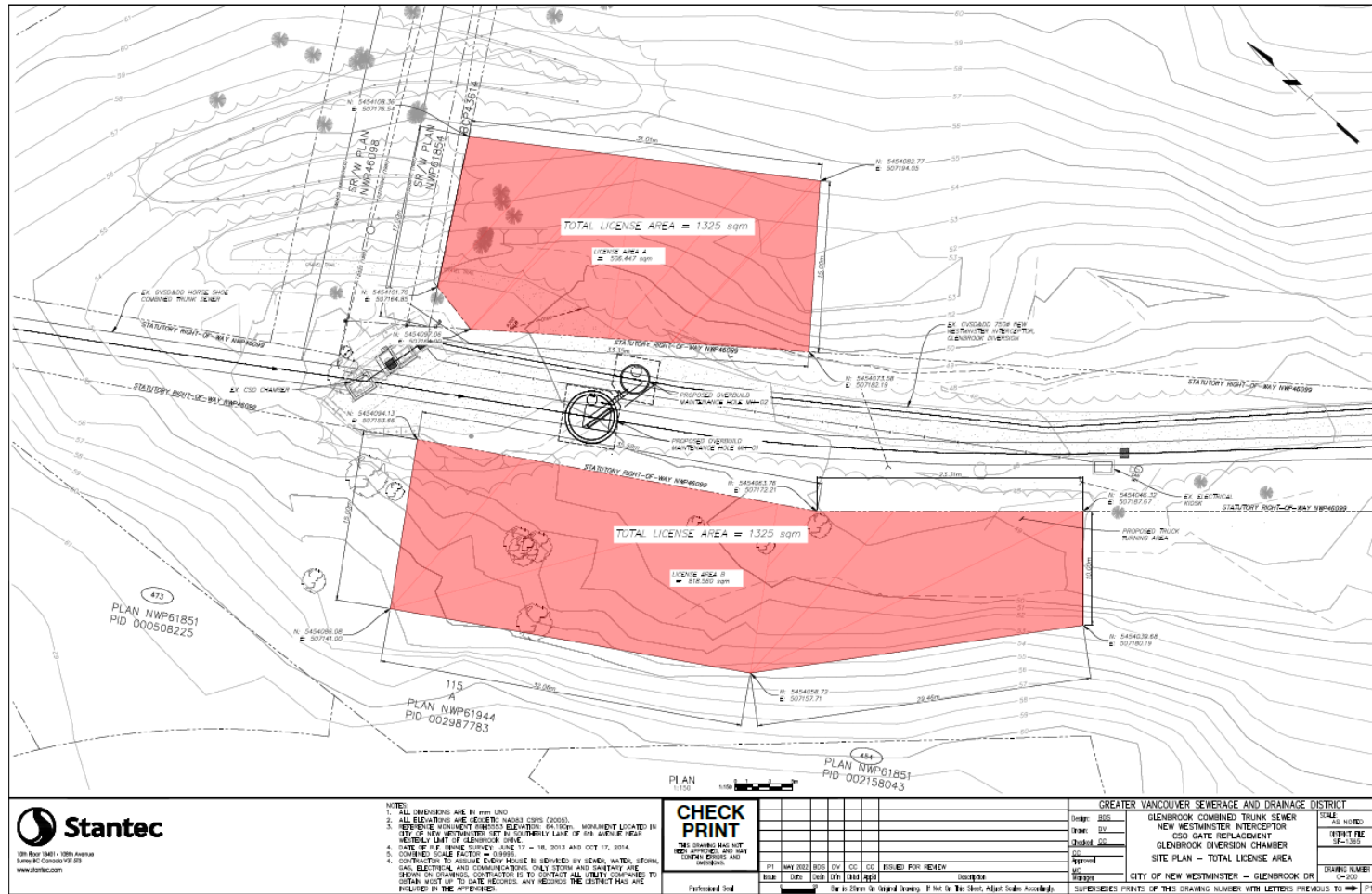
GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT

Per: _____

Robert Kates

Director, Real Estate Services

SCHEDULE A – THE LICENCE AREA



NOTES:
 1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE NOTED.
 2. ALL ELEVATIONS ARE GIVEN IN NA83 COORD. (2000).
 3. REFER TO THE ADJACENT PROPERTY RECORDS FOR THE EXISTING SEWERAGE SYSTEM LOCATED IN THE CITY OF NEW WESTMINSTER SET IN THE SOUTH LANE OF 59 AVENUE NEAR THE WESTERN LIMIT OF LICENSE AREA A.
 4. DATE OF FIELD SURVEY: JUNE 17 - 18, 2013 AND OCT 17, 2014.
 5. CONFORM SCALE FACTOR = 0.9999.
 6. CONTRACTOR TO ASSURE EVERY ISSUE IS RESOLVED BY SEWER, WATER, STORM, GAS, ELECTRICAL AND COMMUNICATIONS. ONLY STORM AND SEWER ARE SHOWN ON CHANGES. CONTRACTOR IS TO CONTACT ALL UTILITY COMPANIES TO OBTAIN AS-OF DATE RECORDS AND RECORD THE DISTRICT HAS AVE. PROVIDED BY THE APPLICANT.

CHECK PRINT
 THIS DRAWING HAS NOT BEEN APPROVED AND MAY CONTAIN ERRORS AND OMISSIONS.
 Prepared by: [Signature]

DATE	BY	REVISION
17 MAY 2012	BOB DUNN	ISSUED FOR REVIEW
18 MAY 2012	BOB DUNN	ISSUED FOR REVIEW
19 MAY 2012	BOB DUNN	ISSUED FOR REVIEW

GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT		SCALE
Drawn by:	BSS	AS NOTED
Drawn by:	BY	
Checked by:	BY	
Approved:		
City:	CITY OF NEW WESTMINSTER	
Project:	GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT	
Sheet:	11	
Drawn:	BOB DUNN	
Checked:	BOB DUNN	
Approved:		
City:	CITY OF NEW WESTMINSTER	
Project:	GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT	
Sheet:	11	