

Attachment # 1

Temporary Working Space Agreement

TEMPORARY WORKING SPACE AGREEMENT
(the "Licence")

Dated effective February 13th, 2023 (the "**Agreement Date**").

AMONG:

ONNI DEVELOPMENT (VICTORIA HILL) CORP., with a mailing address of 200 – 1010 Seymour Street, Vancouver, British Columbia, V6B 3M6
(**"Onni"**)

AND:

CITY OF NEW WESTMINSTER, with a mailing address of 511 Royal Avenue, New Westminster, 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"**, and collectively, the **"Parties"**).

WHEREAS:

A. As of the Agreement Date, Onni is the registered owner of the lands located at 59 Blackberry Drive, New Westminster, 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, which provides for a statutory right of way area (the "**District's SRW Area**") as shown in Schedule 3 as green lines;
- 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, and installation of required anchor rods, underpinnings, and related works to facilitate the construction of the Project; Onni has agreed to provide such temporary working space to the District for these purposes;
- 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);
- E. The Lands are adjacent to Glenbrook Ravine Park owned by the City; once the City becomes the owner of the Lands, the trail situated on the Lands will connect with the trail situated on the Glenbrook Ravine Park (together, the "**Trail**") and be made available for public use; and
- F. 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, its employees, servants, agents, licensees, officials, consultants, contractors, workers (together, the **“District’s Personnel”**) a licence to use the Lands on the terms outlined below:
 - (a) to use, pass and repass, enter and work upon, with or without equipment, vehicles and materials, the Trail from Point A to Point C, as shown on the attached Schedule 2 (the **“Construction Access”**) for the purpose of performing the construction of the Project;
 - (b) to use certain portion of the Lands, with a total area of approximately **1,325 square metres**, as shown on the attached Schedule 1 (the **“Licence Area”**) for the purpose of a laydown and storage area;
 - (c) to construct, install and abandon the District Works (as hereinafter defined) on, under and within the Licence Area. **“District Works”** means below grade anchor rods, plates and underpinnings, grouting, concrete facing and other structural supports to be installed on, under or within the Licence Area;
 - (d) to temporarily close from public use the Trail from Point A to Point B, as shown on the attached Schedule 2 (highlighted in red lines), (the **“Trail Closure”**) for the purpose of maintaining public safety during the construction of the Project;
 - (e) to rehabilitate, at the District’s cost, the staircase situated on the Trail, as shown on the attached Schedule 4 (highlighted in pink lines) from Point E1 to Point E2, known as the Kwantlen Crescent trail staircase of approximately 150 meters in length (the **“Rehabilitation Works”**);

- (f) to install, at the District's cost, public notice boards at Points A, B, C, D, E and F, as shown on the attached Schedule 2, (the "**Signage Works**") to inform the public about the Project and its duration, and the Trail Closure and re-direction to the open portion of the Trail; and
 - (g) to perform any ancillary works or install any ancillary structures, apparatus and works as may be necessary for the District's undertaking.
- 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**"). The District shall have the option to extend the Term on a month to month basis upon providing written notice to the Owner of the Lands, and will pay to the Owner of the Lands a monthly fee of \$3,580 plus GST for each month that the Term is extended.
- 5. In consideration for its use of the Licence Area, Construction Access, and any other areas of the Lands as detailed in this Licence 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 **\$3,580 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 portions of the Lands affected by the District to the same condition they were in prior to the exercise by the District of its rights hereunder, save and except for the presence of the District Works and the Rehabilitation Works.
- 7. The District will access the Construction Access from Glenbrook Drive, shown as Point A on the attached Schedule 2, and from Jamieson Court, shown as Point C on the attached Schedule 2, and will adhere to the following terms in respect of the Construction Access:
 - (a) the District will perform the Trail Closure for the duration of the Term in order to maintain public safety during the construction of the Project;

- (b) the Trail from Point C to Point B, as shown on the attached Schedule 2 (highlighted in purple lines), will be shared use access between the public and the District's Personnel; and
 - (c) the District will take all reasonable measures to maintain and restore the Construction Access to the same condition it was in prior to the Commencement Date.
- 8. The Parties agree that the District will have the right to complete the Signage Works at least one month prior to the Commencement Date and will maintain the Signage Works throughout the Term.
- 9. Following the expiration of the Term, the Parties agree that the District will not be required to remove from the Licence Area any concrete underpinnings, anchor rods or similar works forming part of the District Works, and the Owner of the Lands acknowledges and agrees that the District may leave and abandon in place such District Works within the Licence Area in accordance with prudent construction practices, and that following the expiration of the Term that the same will not constitute a trespass, and the Owner of the Lands forever releases and discharges the District and the District's Personnel from all loss, damage, costs, claims, expenses and liabilities of any kind or nature (including, but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising out of or in any way connected to the abandoned District Works (following expiration of the Term) being left in place within the Licence Area.
- 10. Following the expiration of the Term, the Parties agree that the District will not be required to remove from the Lands any Rehabilitation Works, and the Owner of the Lands acknowledges and agrees that the District may leave and abandon in place such Rehabilitation Works within the Lands, and that following the expiration of the Term that the same will not constitute a trespass, and the Owner of the Lands forever releases and discharges the District and the District's Personnel from all loss, damage, costs, claims, expenses and liabilities of any kind or nature (including, but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising out of or in any way connected to the abandoned Rehabilitation Works (following expiration of the Term) being left in place within the Lands.

11. The District covenants:

- (a) to promptly repair any damage to the Lands caused by the use of the Licence Area by the District, to the satisfaction of the Owner of the Lands, acting reasonably, save and except for the presence of the District Works;
- (b) to, once the City becomes to Owner of the Lands, make provisions for the City's maintenance crews to access the Lands by vehicle and by foot except the trail from Point A to Point B as shown in red lines on Schedule 2;
- (c) not to bury debris or rubbish of any kind on the Licence Area;
- (d) to provide to the City a fire protection plan for the Lands that is satisfactory to the City's Fire and Rescue Services Department, acting reasonably;
- (e) to provide to the City a communications plan in respect of the Project addressing the public users and residents living adjacent to the Lands; and
- (f) the District will leave the Licence Area in a neat and tidy condition upon expiry of the Term (as may be extended).

12. The District will, in respect of its use of the Lands under this Licence, adhere to the standards provided under 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.

13. 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, either of their respective servants, employees, agents or invitees, or any of them.

14. 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.

15. Sections 9 and 10 shall survive the termination or expiry of this License.

16. This License will be binding upon and enure to the benefit of the Parties and their respective successor and permitted assigns.
17. 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.
18. This Licence is subject to approval of the Director, Real Estate Services.
19. 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 _____, 2023.

ONNI DEVELOPMENT (VICTORIA HILL) CORP.,
by its authorized signatory

CITY OF NEW WESTMINSTER,
by its authorized signatory

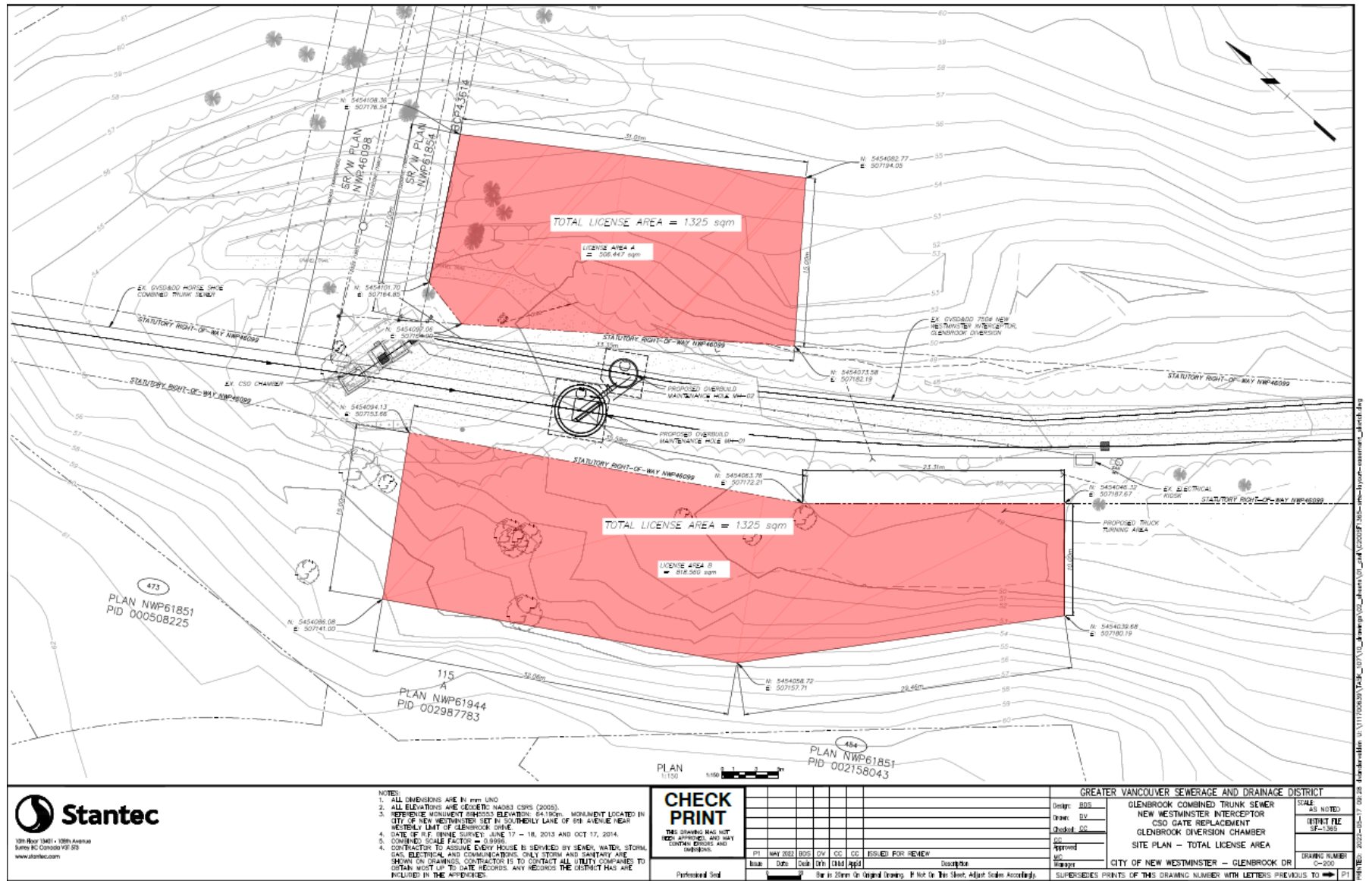
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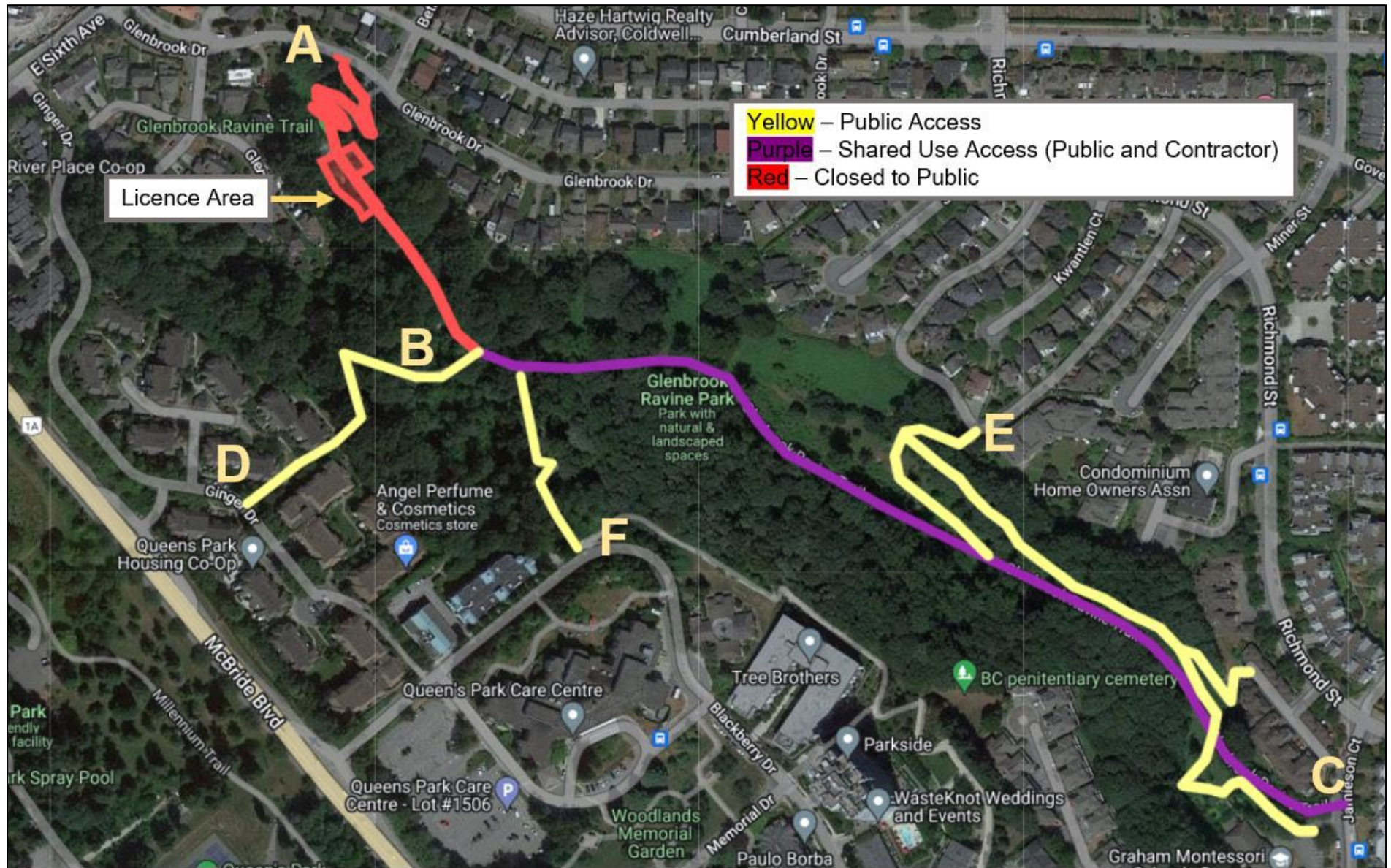
**GREATER VANCOUVER SEWERAGE AND
DRAINAGE DISTRICT**

Robert Kates
Director, Real Estate Services

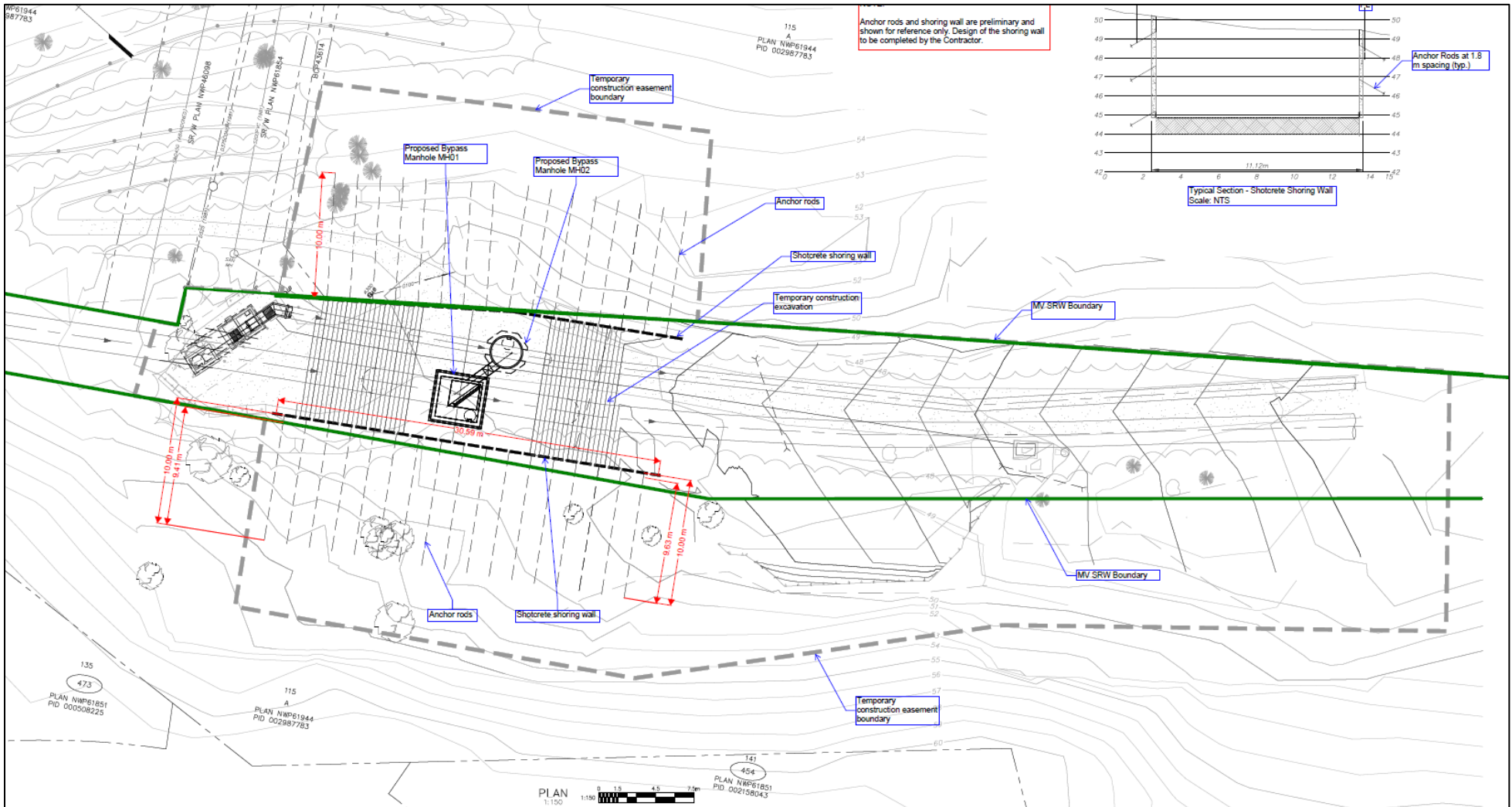
SCHEDULE 1 – THE LICENCE AREA



SCHEDULE 2 – CONSTRUCTION ACCESS



SCHEDULE 3 – SITE PLAN SKETCH



SCHEDULE 4 – SITE PLAN SKETCH

