



Attachment A:
Non-Exclusive License Agreement
between the City and PRHC

NON-EXCLUSIVE LICENSE AGREEMENT

This Agreement is made of the 29th day of August, 2023

BETWEEN:

PROVINCIAL RENTAL HOUSING CORPORATION

1701-455 Kingsway
Burnaby, British Columbia V5H 4V8

(“PRHC”)

AND:

CITY OF NEW WESTMINSTER

1111 25th Avenue
New Westminister, British Columbia V1P 2J4

(“CONW”)

WHEREAS:

- A. PRHC is the registered owner in fee simple of certain lands located at 68 Sixth St in the City of New Westminister legally described as:

Parcel Identifier: 013-478-567

Legal Description: NORTHERLY 66 FEET LOT 3 BLOCK 25 PLAN 2620 HAVING A FRONTAGE OF 66 FEET ON SIXTH STREET BY 131.86 FEET ON AGNES STREET

Parcel Identifier: 013-478-575

Legal Description: NORTHERLY 66 FEET LOT 4 BLOCK 25 PLAN 2620 HAVING A FRONTAGE OF 66 FEET ON SIXTH STREET BY 131.86 FEET ON AGNES STREET

(the “Land”);

- B. CONW wishes to obtain a non-exclusive license for the use of the Land for use as a public dog park.

NOW THEREFORE in consideration of the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PRHC hereby grants to CONW a non-exclusive license to access and use the Land for a public dog park.
2. Subject to the written consent of PRHC first being obtained, CONW may sub-license the Land to a sub licensee (the “Sub licensee”) for access and use of the Land by the Sub licensee, which sublicense must comply with the terms and conditions contained herein.

3. This non-exclusive License for access and use will commence on the 1st day of September, 2023 (the “Commencement Date”) and terminate on June 3, 2024, provided that this license may be extended for up to six months by CONW on the same terms and conditions and that either CONW or PHRC may terminate this license on 60 days written notice.
4. PRHC will not charge CONW a license fee (rent) for use of the Land.
5. CONW covenants with PRHC as follows:
 - a. Not to use the Land or permit the Land to be used for any purpose other than as a public dog park, or such other use as approved by PRHC in writing;
 - b. Not to permit to be done any act or thing the buildings adjacent to the Lands and located at:
 - a. 66 6th St, New Westminster, BC V3L 2Z7 (the “Hyack Tires”) and
 - b. 624 Agnes St, New Westminster, BC V3M 1G8 (the “Agnes Building”),Taken together as (the “Neighbouring Buildings”) or to damage or interfere with any part of the Neighbouring Buildings;
 - c. To release PRHC and its officials, directors, officers, agents and employees from all claims related to or arising from CONW’s and/or the Sublicense’s access and use of the Land pursuant to this license and be responsible for all costs, losses, damages, compensation and expenses relating to or arising from CONW’s and/or the Sublicense’s occupation and/or use of the Land.
 - d. To reimburse PRHC for any incremental costs, incurred by PRHC and agreed to by CONW, while the Land is being readied for occupancy by the Sub licensee and such costs will not contain any mark-up or administration fee by PRHC;
 - e. To be responsible for and pay for the cost of erecting, repairing, or replacing any landscaping and fencing around the perimeter of the Land, as may be required, during the term of the license and such landscaping and fencing will be constructed in a safe and workmanlike manner and in accordance with all applicable laws, bylaws and regulations in force from time to time and in a manner so as to cause no damage to the Land and no interruption of the supply of any utilities or other services to the Land. The erection, reparation, and replacement of such landscaping and fencing must be coordinated between the Licensee or Sub licensee and PRHC; and
 - f. To be responsible for and pay and keep in full force and effect throughout the term of this license and during any such other time as the CONW and/or the Sub licensee occupies the Land or any part thereof all necessary insurance to protect and save harmless PRHC from any lawsuits and actions including:
 - (i) “all risk” insurance upon all CONW’s merchandise, tools and improvements and upon all other property on the Land owned by CONW or for which CONW is responsible or legally liable, such insurance to

contain a waiver of any rights of subrogation of the insurer against PRHC;
and

- (ii) commercial general liability insurance with limits of not less than Five Million Dollars (\$5,000,000) per occurrence, against public liability claims for bodily injury (including death) and property damage (including loss of use) arising from CONW's use and occupancy of the Land and from any occurrence or accident on the Land. Such insurance will be written on an occurrence basis. The policy will contain cross liability or severability of interest clauses and will name PRHC as additional insured.
6. CONW will further require the Sub licensee to be responsible and pay and keep in full force and effect throughout the term of its sublicense all necessary insurance to protect CONW and PRHC from any lawsuits or actions in the types and amounts required of CONW in section 5(c) (I) and (ii) of this Agreement and will require the Sub licensee to provide evidence of such insurance to CONW prior to the Sub licensee having access to or use of the Land. For greater clarity, it will be the responsibility of CONW to ensure that the Sub licensee has adequate insurance coverage to protect PRHC as required hereunder.
7. PRHC has made no representations or warranties as to the state of repair or safety of the Land. PRHC shall not be obligated to furnish any services, utilities or facilities or to make repairs or alterations in or to the Land, and CONW agrees to take the Land in its current "as is, where is" condition on the Commencement Date.
8. CONW will maintain and keep the Land clean from debris, litter, graffiti, and murals. In addition, CONW will, as directed by PRHC, remove any signage and fencing installed by CONW at the end of the term of the license.
9. It is the express intention of PRHC and CONW that the granting of this license will not create between PRHC and CONW a landlord and tenant relationship. It is specifically agreed that this Agreement does not grant any interest in the Land to CONW.
10. CONW will obtain PRHC's prior written approval before erecting any structures, signs, or murals.
11. Unless otherwise agreed to in writing by the parties, CONW will return the Land to its original condition upon termination or expiry of the license provided that CONW will be adding wood chip mulch (4-6") across the site, removing vents, litter, debris and weeds and at the expiry of the license term signage and new fencing will be removed.
12. CONW and Sub licensee will provide PRHC with reasonable access to the Land and not interfere with PRHC and its representatives or invitees for the purposes of preparing or assessing the Land for any purposes as determined by PRHC.
13. The parties hereto will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
14. This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be signed by their proper officers duly authorized in that behalf as of the day and year first above written.

PROVINCIAL RENTAL HOUSING CORPORATION

by its authorized signatories:

Signature

Print Name and Title

Signature

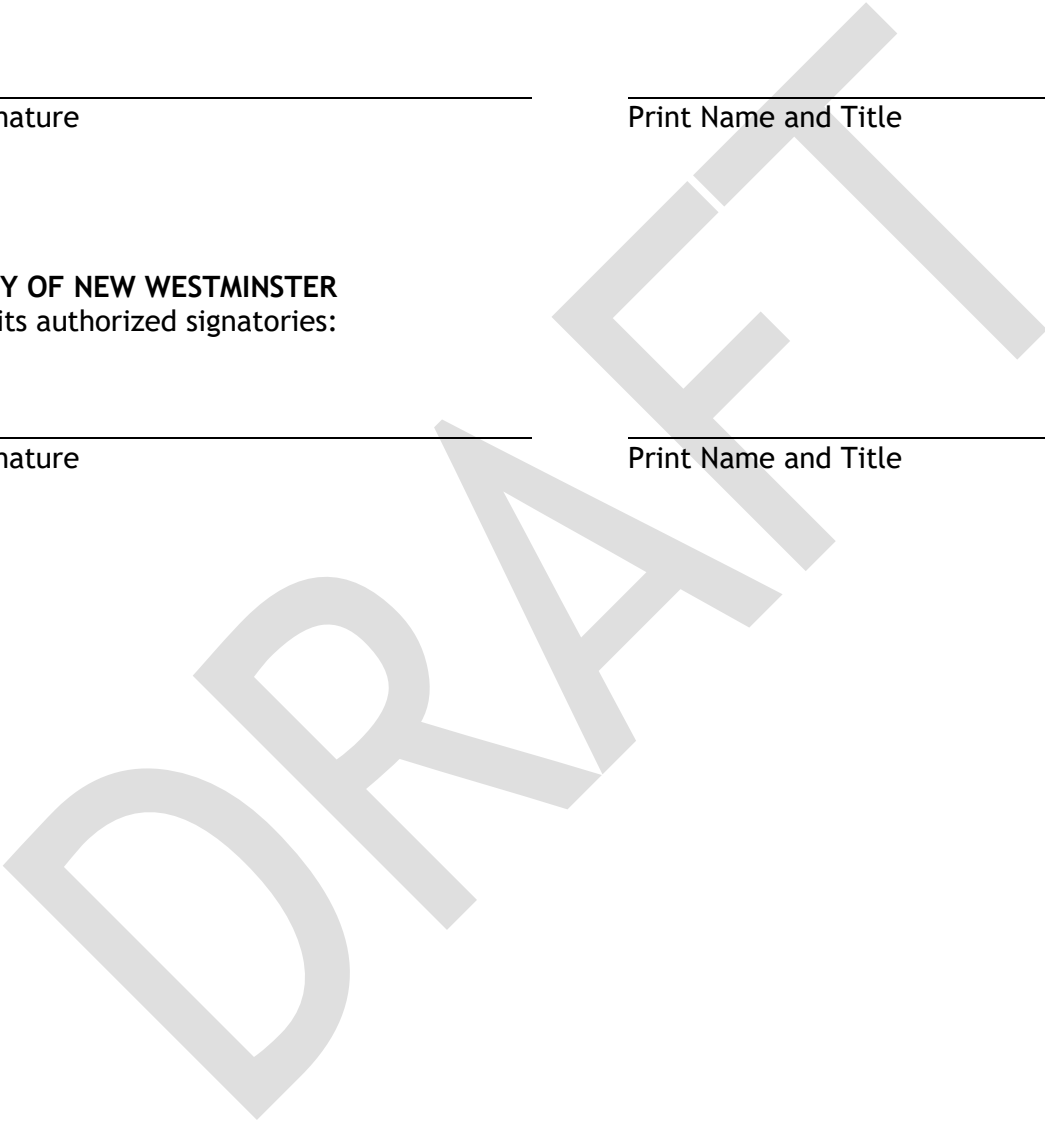
Print Name and Title

CITY OF NEW WESTMINSTER

by its authorized signatories:

Signature

Print Name and Title



SCHEDULE A

Site Location



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