

Attachment #1
License Agreement between
the City and the Owners

LICENCE AGREEMENT

THIS AGREEMENT dated for reference the 30th day of September 2024 is

BETWEEN:

PRUSHOTHAMAN PALANICHAMY AND VIJAYA DEEPTHI GOPALABHATLA,
203 Pembina Street, New Westminster, BC, V3M 5J3

(collectively, the “**Licensee**”)

AND:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER, 511 Royal
Avenue, New Westminster, BC, V3L 1H9

(the “**City**”)

WHEREAS:

- A. The City owns land in fee simple, legally described as:
 - I. PID: 011-144-157
LOT “B” EXCEPT: PART DEDICATED ROAD ON PLAN BCP4181; DISTRICT LOT 757
GROUP 1 PLAN 5254

(the “**City Lands**”).
- B. The Licensee owns land adjacent to the City Lands in fee simple, legally described as:
 - I. PID: 004-495-462
LOT 1 DISTRICT LOT 757 GROUP 1 PLAN 2586

(the “**Licensee Lands**”).
- C. The Licensee intends to construct a multi-family housing project on the Licensee’s Lands (the “**Licensee’s Development**”).
- D. As a condition of the Licensee’s Development, the Licensee must construct the rear lane that is located between the City’s Lands and the Licensee’s Lands (the “**Lane**”) to the City’s current lane standard.
- E. The geotechnical engineer in respect of the Licensee’s Development has recommended that the Lane be preloaded prior to lane construction to meet the current City standard.

- F. To facilitate preloading of the Lane, the Licensee wishes to temporarily use a portion of the City Lands for the purpose of a sanitary sewer main bypass in respect of the existing sanitary sewer along the lane.
- G. In connection with the foregoing, the City has agreed to grant the Licensee a non-exclusive licence to enter and use that portion of the City Lands shown outlined in bold and labelled "Proposed Easement" on the plan attached as Schedule A (the "**Licence Area**").

NOW THEREFORE in consideration of the payment of \$10.00 from the Licensee to the City and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Licensee covenant and agree as follows:

- 1. **Licence** – The City hereby grants to the Licensee the non-exclusive right and licence for the Licensee, and its employees, contractors, agents, licensees, and invitees, with or without equipment, vehicles and machinery, to enter onto, be on, use and occupy the Licence Area for the Term:
 - (a) completing a sanitary sewer main bypass in respect of the existing sanitary sewer along the Lane (the "**Works**"); and
 - (b) to do such other things as the City may consider necessary and incidental to the foregoing.
- 2. **Term** – The Licensee's rights under the licence herein granted shall be for a period commencing on October 14, 2024 and expiring six months following that commencement date (the "**Term**").
- 3. **Security Deposit** – The Licensee has deposited with the City or forthwith following execution and delivery of this Agreement by the City will deposit a security deposit in the amount of \$ 18,600 in a form satisfactory to the City (the "**Security Deposit**"). The Security Deposit will be held by the City as security for the faithful performance by the Licensee of all of the provisions of this Agreement to be performed or observed by the Licensee. If the Licensee defaults with respect to any provision of this Agreement, the City may use, apply or retain all or any portion of the Security Deposit for the payment of any expense (including legal fees on a full indemnity basis) that the City may incur by reason of the Licensee's default, or to compensate the City for any loss or damage that the City may suffer thereby. If the City so uses or applies all or any portion of the Security Deposit, the Licensee will within 10 days after demand therefor deposit cash with the City in an amount sufficient to restore the Security Deposit to the full amount thereof. The City will not be required to keep the Security Deposit separate from its general accounts. If the Licensee performs all of the Licensee's obligations hereunder, the Security Deposit, or so much thereof as has not theretofore been applied by the City, will be returned, without

payment of interest or other increment for its use, to the Licensee at the expiration of the Term, provided that the Licensee is in compliance with all provisions of this Agreement.

4. **Licensee's Covenants** – The Licensee covenants and agrees with the City:

- (a) not to do, suffer or permit any thing in, on or from the Licence Area that may be or become a nuisance or annoyance to the City, occupiers or users of land or premises adjacent to or near the Licence Area or to the public, including the accumulation of rubbish or unused personal property of any kind;
- (b) not to do, suffer or permit any act or neglect that may in any manner directly or indirectly cause injury to the Licence Area;
- (c) to maintain and repair the Licence Area so that it at all times in a good condition and state of repair;
- (d) to take all reasonable precautions to ensure the safety of all persons using the Licence Area;
- (e) to carry on and conduct its activities in, on and from the Licence Area in compliance with any and all laws, statutes, enactments, bylaws, regulations and orders from time to time in force, and to obtain all required approvals and permits thereunder, and not to do or omit to do anything in, on or from the Licence Area in contravention thereof;
- (f) to promptly cause to be discharged any lien that may be filed against title to the Licence Area under the *Builders Lien Act* (British Columbia) relating to the Licensee's use of the Licence Area under this Agreement;
- (g) to, prior to expiry of the Term:
 - (i) remove the Works from the Licence Area, as well as all materials, equipment and machinery brought onto or placed within the Licence Area pursuant to this Agreement; and
 - (ii) restore the Licence Area to substantially the same condition or better than it was in prior to the Term.

5. **No Interest in Land** - This Agreement creates a nonexclusive contractual licence only and the Licensee acquires no interest in the City Lands but only the non-exclusive right to enter onto, be on, use and occupy the Licence Area in accordance with the terms and conditions of this Agreement.

6. **Licensee Representations** – The Licensee represents and warrants to the City that:

- (a) the Licensee has full power, authority and capacity to enter into this Agreement;
 - (b) the Licensee has taken all necessary actions, steps and other proceedings to approve and authorize, validly and effectively, the entering into, execution, delivery and performance of this Agreement; and
 - (c) neither the Licensee entering into this Agreement nor the performance of its terms shall result in the breach of or constitute a default under any term or provision of any indenture, mortgage, deed of trust or other agreement to which Licensee is bound or subject.
7. **Insurance Requirements** – The Licensee shall obtain and maintain at all times during the Term commercial general liability insurance providing coverage for death, bodily injury, property loss and damage arising out of or in connection with the Licensee’s use of the Licence Area in an amount of not less than \$5,000,000.00 and shall include the City as an additional insured under such policy.
8. **Licensee Indemnity** – The Licensee shall indemnify and save harmless the City, and its elected and appointed officials, officers, employees, contractors and agents, from and against all claims, actions, damages, liabilities, costs and expenses in connection with loss of life, personal injury or damage to property:
- (a) arising from any occurrence on the Licence Area, or
 - (b) arising from occupancy or use of the Licence Area, or
 - (c) caused by or arising from any an act or omission of the Licensee, its agents, contractors or other invitees, during the term of this Agreement. This indemnity shall survive the expiry or earlier termination of this Agreement.
9. **Assignment** – The Licensee shall not be entitled to transfer or assign this Agreement, in whole or in part, and shall not permit or suffer any other person to occupy the whole or any part of the Licence Area, without the written consent of the City. Prior to transferring, assigning, giving or in any way alienating the Licence Area, the Licensee shall advise the prospective transferee of the existence of this Agreement and, as a condition of the transfer, cause the transferee to become a party to this Agreement in the place of the Licensee.
10. **Further Acts and Assurances** – The Licensee shall promptly do or execute or cause to be done or executed all such further and other lawful acts, things, documents, and assurances whatsoever for better assuring the rights, liberties, and licence granted in this Agreement.
11. **Notice** – Where any notice, request, direction or other communication (any of which is a

“**Notice**”) is to be given or made by a party under the Agreement, it shall be in writing and is effective if delivered in person or sent by express mail to the address above. A Notice is deemed given if delivered in person, when delivered; if by express mail, the earlier of 5 days following deposit with Canada Post and the date the postal receipt is acknowledged by the other party. A party may change its address for delivery by giving notice to the other party under this section.

12. **Laws of British Columbia** – This Agreement shall be construed according to the laws of the Province of British Columbia.
13. **Waiver** – Waiver by one party of any breach of any term, covenant or condition of this agreement by the other party must not be deemed to be a waiver of any subsequent default by that party or any continuing default by that party.

14. **Schedules Integral** - The following schedules are attached to and form an integral part of this Agreement:

Schedule A – Map of Licence Area

15. **Interpretation** – In this Agreement:
 - (a) reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;
 - (b) a particular numbered section or lettered Schedule is a reference to the correspondingly numbered section or lettered Schedule of this Agreement;
 - (c) an "enactment" is a reference to an enactment as that term is defined in the *Interpretation Act* (British Columbia) on the day this Agreement is made;
 - (d) any enactment is a reference to that enactment as amended, revised, consolidated or replaced from time to time, unless otherwise expressly stated;
 - (e) section headings are inserted for ease of reference and are not to be used in interpreting this Agreement;
 - (f) a “party” is a reference to a party to this Agreement; and
 - (g) where the word “including” is followed by a list, the contents of the list shall not circumscribe the generality of the expression immediately preceding the word “including”.

16. **Entire Agreement** – This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of the Agreement.

17. **Counterparts** – This Agreement may be executed in multiple counterparts and may be transmitted by electronic means, each of which counterpart is to be deemed to be an original and all of which together constitute one and the same agreement.

AS EVIDENCE of their agreement to the above, the City and the Licensee have each executed this Agreement below.

**THE CORPORATION OF THE CITY OF
NEW WESTMINSTER**

by its authorized signatories:

Name: Mayor Patrick Johnstone

Name: Corporate Officer Hanieh Berg

Signed, Sealed and Delivered in the)
presence of:)

_____)
Name:)

_____)
Address)

_____)
Occupation)

Prushothaman Palanichamy

PRUSHOTHAMAN PALANICHAMY

Signed, Sealed and Delivered in the)
presence of:)

_____)
Name:)

_____)
Address)

_____)
Occupation)

G. D.

VIJAYA DEEPTHI GOPALABHATLA

SCHEDULE A

(SEE ATTACHED)

EASEMENT PLAN OVER A PORTION OF LOT "B" EXCEPT: PART DEDICATED ROAD ON PLAN BCP4181; DISTRICT LOT 757 GROUP 1 NWD PLAN 5254

PLAN EPPXXXXXX

PRELIMINARY

Schedule A

PURSUANT TO SECTION 99(1)(e), Land Title Act
B.C.G.S. 92G.016

SCALE 1 : 500



ALL DISTANCES ARE IN METRES

The intended plot size of this plan is 560mm in width by 432mm in height (C size) when plotted at a scale of 1:500.

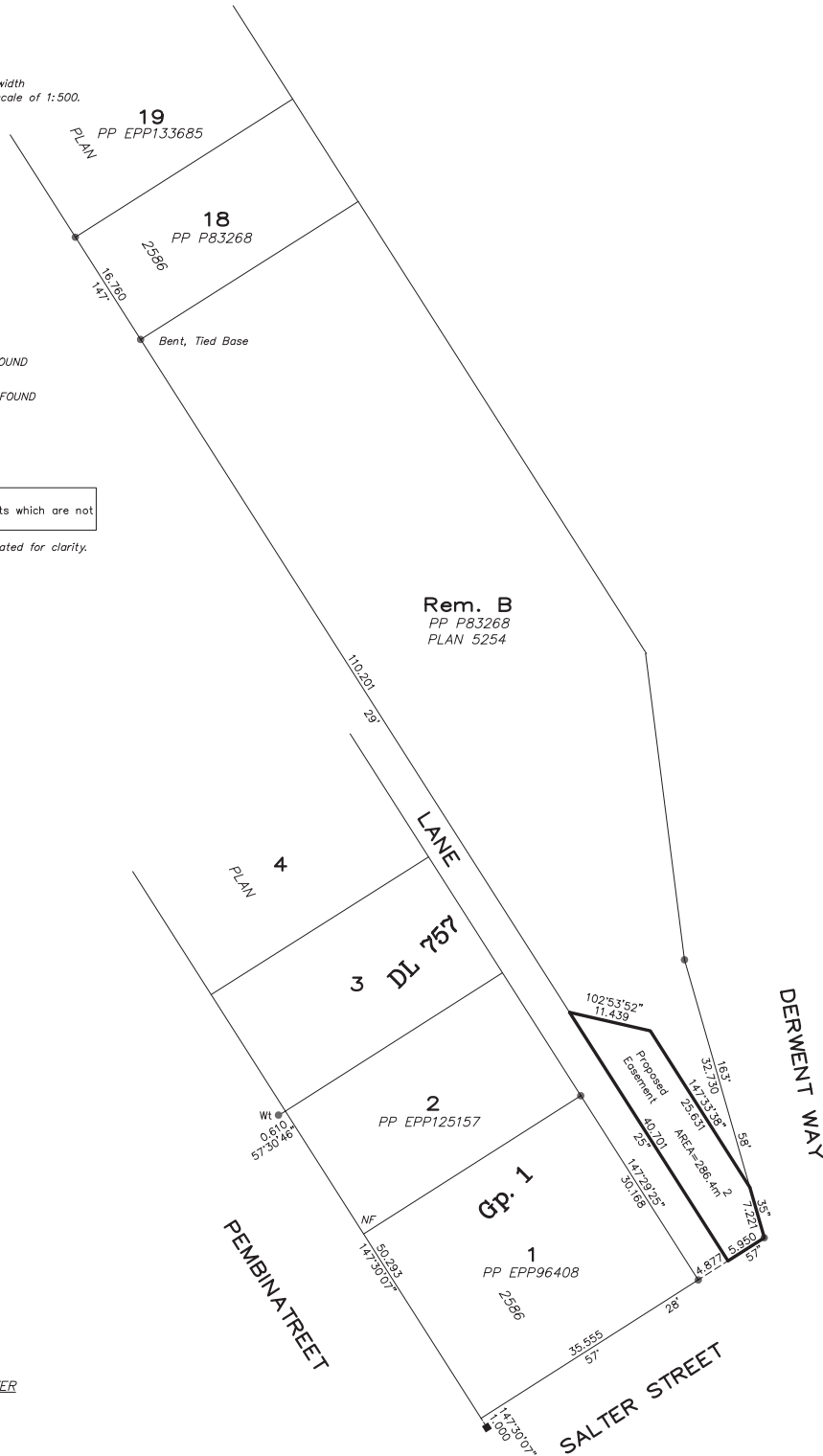
LEGEND

- ▲ DENOTES CONTROL MONUMENT FOUND
- DENOTES LEAD PLUG FOUND
- DENOTES STANDARD IRON POST FOUND
- PP DENOTES POSTING PLAN
- m² DENOTES SQUARE METERS
- NF DENOTES NOTHING FOUND

Note:

This plan shows one or more witness posts which are not set on the true corner(s).

Some symbol locations have been exaggerated for clarity.



THIS PLAN LIES WITHIN INTEGRATED SURVEY AREA No. 49, NEW WESTMINSTER NAD 83 (CSRS) 4.0.0.BC.1.MVRD

THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT



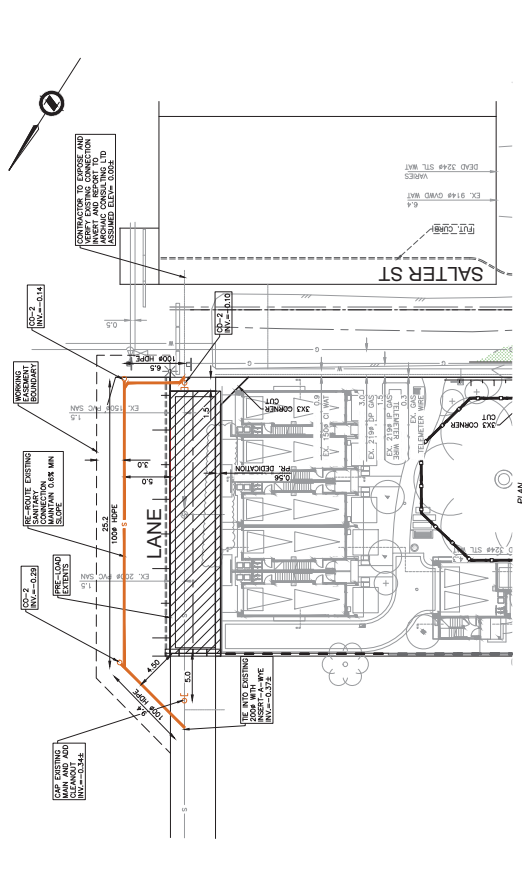
The field survey represented by this plan was completed on the ___ day of ___, 2024.

Craig Nakamura, BCLS 932

PRELIMINARY

- LEGEND - UNLESS OTHERWISE SPECIFIED:**
1. ALL CONNECTIONS AND MATERIALS SHALL BE IN ACCORDANCE WITH:
 - CITY OF NEW WESTMINSTER GENERAL ORDER AMENDMENT 2, 2018 AND THE SCHEDULES THEREON.
 - METRIC STANDARD CONNECTIONS AND ALL SPECIFICATIONS REFERENCED THEREIN.
 - SANS 10163-1:2017 CONNECTIONS FOR REINFORCED CONCRETE.
 - SANS 10163-2:2017 CONNECTIONS FOR STEEL.
 - SANS 10163-3:2017 CONNECTIONS FOR ALUMINUM.
 - SANS 10163-4:2017 CONNECTIONS FOR WOOD.
 - SANS 10163-5:2017 CONNECTIONS FOR COMPOSITE MATERIALS.
 - SANS 10163-6:2017 CONNECTIONS FOR FABRICATED STEEL.
 - SANS 10163-7:2017 CONNECTIONS FOR PRECAST/PREFABRICATED CONCRETE.
 - SANS 10163-8:2017 CONNECTIONS FOR MASONRY.
 - SANS 10163-9:2017 CONNECTIONS FOR GLASS.
 - SANS 10163-10:2017 CONNECTIONS FOR ROOFING.
 - SANS 10163-11:2017 CONNECTIONS FOR SIGNAGE.
 - SANS 10163-12:2017 CONNECTIONS FOR CURBS.
 - SANS 10163-13:2017 CONNECTIONS FOR RAILWAYS.
 - SANS 10163-14:2017 CONNECTIONS FOR AIRCRAFT.
 - SANS 10163-15:2017 CONNECTIONS FOR MARINE.
 - SANS 10163-16:2017 CONNECTIONS FOR FISHING.
 - SANS 10163-17:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-18:2017 CONNECTIONS FOR SCAFFOLDS.
 - SANS 10163-19:2017 CONNECTIONS FOR LIFTING.
 - SANS 10163-20:2017 CONNECTIONS FOR TOWER CRANES.
 - SANS 10163-21:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-22:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-23:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-24:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-25:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-26:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-27:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-28:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-29:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-30:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-31:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-32:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-33:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-34:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-35:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-36:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-37:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-38:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-39:2017 CONNECTIONS FOR CRANES.
 - SANS 10163-40:2017 CONNECTIONS FOR CRANES.
 2. CONTRACTOR SHALL ENSURE THAT ALL APPROVALS/NOTICES REQUIRED FOR THE WORK SHALL BE OBTAINED FROM THE CITY OF NEW WESTMINSTER PRIOR TO THE START OF WORK.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SERVICES AT ALL TIMES DURING THE WORK.
 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SERVICES AT ALL TIMES DURING THE WORK.
 6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SERVICES AT ALL TIMES DURING THE WORK.
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 11. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SERVICES AT ALL TIMES DURING THE WORK.

- GENERAL NOTES:**
1. UNLESS OTHERWISE INDICATED SANITARY SEWER MATERIALS SHALL BE:
 - 100MM DIA PRECAST/PREFABRICATED CONCRETE
 - 150MM DIA PRECAST/PREFABRICATED CONCRETE
 - 200MM DIA PRECAST/PREFABRICATED CONCRETE
 - 300MM DIA PRECAST/PREFABRICATED CONCRETE
 - 450MM DIA PRECAST/PREFABRICATED CONCRETE
 - 600MM DIA PRECAST/PREFABRICATED CONCRETE
 - 900MM DIA PRECAST/PREFABRICATED CONCRETE
 2. MANHOLES SHALL BE AS SHOWN.
 3. MANHOLES SHALL BE AS SHOWN.
 4. MANHOLES SHALL BE AS SHOWN.
 5. MANHOLES SHALL BE AS SHOWN.



PLAN SCALE: 1:250

Project: **203 PEMBINA STREET**
 Description: **SANITARY CONNECTION RE-ROUTING**
 Date: **2024**
 Project No: **2024**
 Drawn: **TS**
 Check: **TS**
 Approved: **TS**

Drawn by: **TS** Date: **APR 2024** Scale: **AS SHOWN**
 Drawn by: **TS** Date: **APR 2024** Sheet: **1 OF 1**
 Checked by: **TS** Date: **APR 2024** Eng Project No: **2024**
 Approved by: **TS** Date: **APR 2024**

Issue: **3 May 2024**

PERMIT TO PRACTICE
 Signature: _____
 Date: _____
 PERMIT NUMBER: 100924
 City of New Westminster
 Department of Urban Planning

NEW WESTMINSTER
 Engineering & Public Works

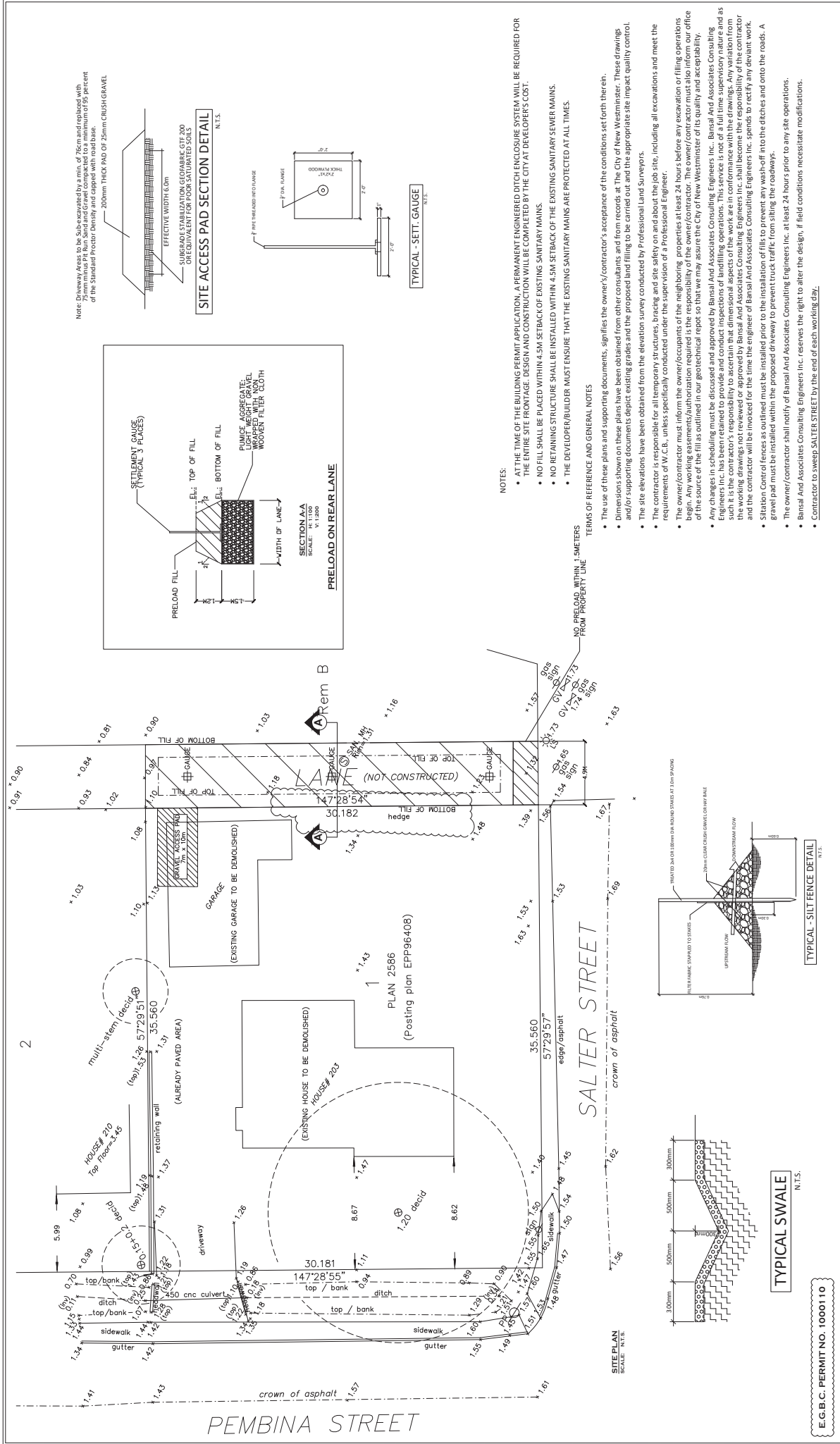
ACCEPTED FOR CONSTRUCTION
 Date: _____
 Manager of Development Services

No.	Date	By	Revisions
0	05 MAY 2024	TS	ISSUED FOR REVIEW

ARCHAIC CONSULTING LTD.
 (604) 930-0448
 #archaicconsulting.com

Note: This drawing is the property of Archaic Consulting Ltd. and is loaned to you for use on the project only. It is to be used in accordance with the conditions of the loan agreement and is not to be reproduced or used in any way without the written consent of Archaic Consulting Ltd.

Plot Date: May 6, 2024



<p>REVISIONS:</p> <p>APRIL 15, 2024</p>	<p>ISSUED FOR BUILDING PERMIT</p>	<p>LEGEND:</p> <ul style="list-style-type: none"> → DIRECTION OF OVERLAND FLOW ~ SWALE ⊕ SETTLEMENT GAUGE ⊙ MONITOR POINT ▨ SILT FENCE 	<p>PROJECT TITLE:</p> <p>203 PEMBINA STREET, NEW WESTMINSTER, B.C. (PRELOAD ON REAR LANE)</p>	<p>SHEET NO.</p> <p>LG FILL PERMIT</p>	<p>DRAWN BY:</p> <p>IKIJOT CHAHAL</p>
					<p>REVISIONS:</p> <p>APRIL 15, 2024</p>
<p>E.G.B.C. PERMIT NO. 1000110</p>			<p>FILE NUMBER:</p> <p>PP23 - 3234</p>		

BANSAL
AND ASSOCIATES
216 - 12899 - 76 AVE SURREY, BC
PH: (604) 501-7788 FAX: (604) 501-6189
INFO@BANSALANDASSOCIATES.COM

NOTES:

- AT THE TIME OF THE BUILDING PERMIT APPLICATION, A PERMANENT ENGINEERED DITCH ENCLOSURE SYSTEM WILL BE REQUIRED FOR THE ENTIRE SITE FRONTAGE. DESIGN AND CONSTRUCTION WILL BE COMPLETED BY THE CITY AT DEVELOPER'S COST.
- NO FILL SHALL BE PLACED WITHIN 4.5M SETBACK OF EXISTING SANITARY MAINS.
- NO RETAINING STRUCTURE SHALL BE INSTALLED WITHIN 4.5M SETBACK OF THE EXISTING SANITARY SEWER MAINS.
- THE DEVELOPER/BUILDER MUST ENSURE THAT THE EXISTING SANITARY MAINS ARE PROTECTED AT ALL TIMES.

TERMS OF REFERENCE AND GENERAL NOTES:

- The use of these plans and supporting documents, signifies the owner's/contractor's acceptance of the conditions set forth therein.
- Dimensions shown on these plans have been obtained from other consultants and from records at The City of New Westminster. These drawings and/or supporting documents depict existing grades and the proposed land filling to be carried out and the appropriate site impact quality control.
- The site elevations have been obtained from the elevation survey conducted by Professional Land Surveyors.
- The contractor is responsible for all temporary structures, bracing and site safety on and about the job site, including all excavations and meet the requirements of W.C.B., unless specifically conducted under the supervision of a Professional Engineer.
- The owner/contractor must inform the owner/occupants of the neighboring properties at least 24 hours before any excavation or filling operations begin. Any working assessments/authorizations required is the responsibility of the owner/contractor. The owner/contractor must also inform our office of the source of the fill as outlined in our geotechnical report so that we may assure the City of New Westminster of its quality and acceptability.
- Any changes in scheduling must be discussed and approved by Bansal And Associates Consulting Engineers Inc., Bansal And Associates Consulting Engineers Inc. has been retained to provide and conduct inspections of landfilling operations. This service is not of a full time supervisory nature and such it is the contractor's responsibility to ascertain that dimensional aspects of the work are in conformance with the drawings. Any variation from the working drawings not reviewed or approved by Bansal And Associates Consulting Engineers Inc. shall become the responsibility of the contractor and the contractor will be involved for the time the engineer of Bansal And Associates Consulting Engineers Inc. spends to rectify any deviant work.
- Siltation Control fences as outlined must be installed prior to the installation of fills to prevent any wash-off into the ditches and onto the roads. A gravel pad must be installed within the proposed driveway to prevent truck traffic from siltting the roadway.
- The owner/contractor shall notify of Bansal And Associates Consulting Engineers Inc. at least 24 hours prior to any site operations.
- Bansal And Associates Consulting Engineers Inc. reserves the right to alter the design, if field conditions necessitate modifications.
- Contractor to sweep SALTER STREET by the end of each working day.