



Attachment #1

**Draft Temporary Licence Agreement for
Construction of Dike Shoreline Rehabilitation at
350 Gifford Street with
MRS� (New Westminster) Nominee Ltd.**

TEMPORARY LICENCE AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2025

BETWEEN: **MRSL (New Westminster) Nominee Ltd**

(the "Owner")

AND: **Corporation of the City of New Westminster**

("the City")

WHEREAS:

- A. The City is carrying out the rehabilitation of 130 meters of existing shoreline protection on the north arm of the Fraser River comprised of approximately 1,500 cubic meters with riprap placement and filter rock and armour rock placed over existing material (the "**Project**").
- B. The Owner is the registered owner of the lands legally described as:

PID: 001-109-022 Parcel 61 District Lot 757, 758 AND 6883 Group 1 New Westminster District Plan 64783 Except: Firstly; Part Highway on Plan 74380, Secondly; Part shown as 0.0802 Hectres on Plan 74467, Thirdly; Part Highway on Plan LMP23314, Fourthly; Part Shown as 0.4163 Hectres on Plan 74467, Fifthly; Part in Plan BCP13760, Sixthly; Part Subdivided by Plan BCP43137 (the "**Lands**").
- C. The City desires to make use of a portion of the Lands shown on the plan attached hereto as Schedule A (the "**Licence Area**") and the Owner has agreed to grant a licence (the "**Licence**") for the temporary use of the Licence Area by the City on the terms and conditions set out in this Agreement.

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

1. **GRANT OF LICENCE**

The Owner hereby grants to the City, its employees, agents, contractors, subcontractors and invitees, an irrevocable exclusive licence to enter and use the Licence Area on and subject to the terms and conditions set forth in this Agreement.

2. **TERM**

The City will be entitled to use the Licence Area for and during the term (the "**Term**") commencing on September 15, 2025 (the "**Commencement Date**") and expiring April 30, 2026 (the "**Expiry Date**") provided that the City shall have the option to extend the Term for a period of an additional three (3) months (the "**Extension Term**") upon providing the Owner written notice of such extension no less than two (2) weeks' prior to the Expiry Date.

3. CITY TO OBTAIN APPROVAL AND CONSENT

This grant of licence is conditional on the City causing 1144809 B.C. Ltd. (the “**Tenant**”) to confirm in writing to the Owner that the Tenant and Gateway Casinos & Entertainment Limited (“**Gateway**”) request and consent to the grant of the Licence and the terms as set out herein, and that the Tenant and Gateway shall have no claims whatsoever against the Owner in respect of anything related to this grant of the Licence, the City’s use of the Licence Area or otherwise.

4. LICENCE FEE

The City will pay the Owner a one-time licence fee of \$1.00 on or before the Commencement Date. If the Term is extended pursuant to the Section 2, the City will pay the Owner an additional licence fee of \$1.00 per week for each week of the Extension Term.

5. PERMITTED USES

The City shall not use the Licence Area for any purpose other than for:

- (a) temporary working space for the Project;
- (b) temporary staging area for the Project;
- (c) temporary placement of equipment, tools, and supplies for the Project; and
- (d) staff and/or contractor parking for the Project.

6. RIGHT OF ACCESS

The City is hereby granted a reasonable right of access over and across the Lands for the purpose of accessing the Licence Area, including, without limitation, the right to cross over the Lands with vehicles, materials, machinery and equipment, provided that the City will use all commercially reasonable efforts to minimize its use of those portions of the Lands not included in the Licence Area and to minimize any interference with the use of the Lands not in the Licence Area.

7. CITY COVENANTS

The City covenants and agrees with the Owner:

- (a) that during the Term (and if applicable, the Extension Term) the City, or its contractor, as the case may be, shall, at its cost, obtain and maintain in full force and effect, commercial general liability insurance (which shall include, without limitation, coverage for contamination and environmental liability) in respect of the City’s use of the Licence Area and actions or inactions on or about the Lands, written on a comprehensive basis, in an amount not less than \$10,000,000.00 per occurrence (the “**Insurance Policy**”), with the Insurance Policy naming the Owner as the insured and BC-GW Holdings New Westminster Limited Partnership, BC-GW Holdings New Westminster (GP) Inc., Computershare Trust Company of Canada (the Owner’s lender on title), 1144809 B.C. Ltd. and Gateway Casinos & Entertainment Limited (“**Gateway**”) as additional insureds, and the Insurance Policy shall contain cross-liability and severability of interests clauses;
- (b) prior to accessing Licence Area and using the Licence Area for any of the permitted

uses as set out in Section 4, the City shall provide to the Owner satisfactory evidence of the Insurance Policy being in place;

- (c) all materials, supplies, equipment, machinery and vehicles brought or placed upon the Lands pursuant to the rights granted herein shall be at the risk of the City in respect of loss, damage, destruction or accident;
- (d) subject to Section 6, to not use the Lands other than the Licence Area;
- (e) upon the expiry of the Term (or if applicable, the Extension Term), the City shall vacate the Licence Area and repair any and all damage caused to the Lands, including the Licence Area, so as to leaving the Licence Area in a condition as near as reasonably possible as existed prior to the Commencement Date;
- (f) to not cause or dispose of any contamination of other hazardous materials on or about the lands including the Licence Area and to provide notice of any spill or release or other event involving contamination or hazardous materials;
- (g) to pay compensation to the Owner for any reasonable costs, loss or damage paid or suffered by the Owner which occurs directly as a result of the use of the Licence Area by the City, its employees, agents, contractors, subcontractors, or invitees pursuant to the terms of this Agreement;
- (h) to comply with all applicable laws in its use of the Licence Area pursuant to the rights granted herein;
- (i) to provide written notices before commencing use of and at the end of the City's use of the Licence Area;
- (j) to provide monthly updates on the status of its use and occupation of the Licence Area;
- (k) to provide a detailed photographic record of the condition of the Licence Area immediately prior to its commencement of use of the same;
- (l) to provide an inspection report including photographs at the end of the term confirming all damage has been repaired and no environmental contamination has occurred;
- (m) to avoid any interference with use and enjoyment of the Lands by the Owner and the Tenant outside the Licence Area; and
- (n) that the Owner makes no representation or warranty as to the fitness of the Licence Area for the City's purposes.

8. MISCELLANEOUS

The parties expressly agree as follows:

- (a) the provisions hereof are severable and if any of them should be found to be void or unenforceable at law, the remaining provisions shall not be affected thereby;
- (b) where the expression "Owner" includes more than one person, all of the covenants granted by the Owner and benefits received by the Owner in this Agreement shall be

construed as being several as well as joint;

- (c) nothing contained herein shall diminish or otherwise interfere with rights enjoyed by the City by statute or otherwise;
- (d) except as otherwise set out in this Agreement, each party shall be responsible for the payment of its own costs related to performing its obligations under this Agreement;
- (e) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns;
- (f) the parties shall execute such further documents and assurances as may be required to give full effect to the terms and conditions of this Agreement;
- (g) this Agreement may be executed and delivered in counterparts by original facsimile or scanned e-mail copy and each agreement shall constitute an be deemed to be the entire agreement notwithstanding that all copies of this Agreement may not have all signatures;
- (h) this Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein; and
- (i) this Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein, and there are no representations affecting this Agreement other than as contained therein.

[Remainder of page left blank intentionally; signature page follows]

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

MRSL (New Westminster) Nominee Ltd.

Per: _____
Authorized Signatory

Corporation of the City of New Westminster

Per: _____
Authorized Signatory

**SCHEDULE A
PLAN SHOWING THE LICENCE AREA**

