

Attachment #1

*Licence of Occupation Agreement
between the City and BCTFA*

**LICENCE OF OCCUPATION
(Portion of Pedestrian Bridge)**

THIS LICENCE is dated for reference as of September 25, 2025

BETWEEN:

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

(the “**Licensor**”)

AND:

BC TRANSPORTATION FINANCING AUTHORITY
5A – 940 Blanshard Street
Victoria, BC V8W 2H3

(the “**Licensee**”)

BACKGROUND

- A. The Licensor is the owner of the Lands; and
- B. The Licensor has agreed to license a portion of the Lands to the Licensee for the construction and use of a new above-grade bridge connection structure with support columns extending to street level on the west side of Brunette Avenue (the “**Bridge Connection**”) that connects to the pedestrian bridge providing public access to Sapperton Station.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties covenant and agree as follows:

PART 1 - DEFINITIONS

- 1.1. Definitions.** In this Licence, including the recitals and the schedules, unless there is something in the subject matter or context inconsistent with such meanings, words with initial capitalization will have the meanings indicated in Schedule 2 attached hereto.

PART 2 - GRANT AND TERM

- 2.1 Grant.** The Licensor hereby irrevocably grants to the Licensee, during the Term, a non-exclusive right and license over the Premises.

2.2 Possession. The Licensee shall take possession of the Premises for the Permitted Purposes on the Commencement Date, provided that the Licensee shall not permit public access until the construction of the Infrastructure is substantially complete.

2.3 Renewal. If the Licensee is not then in material default of this Licence, upon receiving written notice from the Licensee at least twelve (12) months prior to the expiration of the Term, the Licensor will grant to the Licensee a renewal of this Licence for the Premises for a further term of twenty (20) years on the same terms and conditions as this Licence, except this right of renewal.

PART 3 – TAXES

3.1 Payment of Taxes. The Licensor shall pay and discharge or cause to be paid and discharged when due all Taxes.

PART 4 – ANCILLARY AREAS

4.1 Ancillary Areas. The Licensor hereby grants to the Licensee, during the Term and any extension or renewal thereof, a non-exclusive right and license over:

- (a) such portions of the Lands as are reasonably required by the Licensee for the purposes of:
 - (i) ingress and egress to and from the Premises; and
 - (ii) constructing, installing, erecting, operating, maintaining, removing and repairing the Infrastructure,

(collectively, the “Ancillary Areas”).

PART 5 - USE OF PREMISES AND LICENSEE COVENANTS

5.1 Permitted Use. The Licensee will use the Premises and the Ancillary Areas solely for the Permitted Purposes and the Licensee will not use the Premises and/or the Ancillary Areas or permit the same to be used for any other purpose without the Licensor’s prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. The Licensor and the Licensee acknowledge and agree that the Licensee may exercise its rights under this Licence at all times by day or night and the Licensor shall do such further acts and things as may be reasonably necessary to permit such exercise.

5.2 Licensee Covenants. The Licensee covenants and agrees as follows:

- (a) to conduct the Permitted Purposes in compliance with all applicable laws (including all Environmental Laws), ordinances, rules and regulations of Government Authorities now in force or hereafter in force; and
- (b) to pay one hundred percent (100%) of all utility costs and other costs directly attributable to the Infrastructure and the use of the Premises for the Permitted Purposes.

5.3 Indemnity and Release. The Licensee will indemnify and save the Licensor harmless against all claims, demands, actions, causes of action, losses, damages, fines, costs, expenses and liabilities, including fees of solicitors and other professional advisors, arising out of or in connection with:

- (a) the Licensee's breach, violation, or non-performance of any provision of this Licence;

and

- (b) any personal injury, bodily injury (including death) or property damage occurring or happening within the Premises by virtue of the entry upon, use or occupation of the Premises by the Licensee, its successors, and assigns and their respective agents, employees, workers, contractors, subcontractors, licensees and all persons authorized by any of them,

except to the extent arising from any acts or omissions of the Licensor or its agents, employees, contractors, subcontractors, permittees or invitees.

The Licensee's obligation to indemnify and save harmless the Licensor in this Section 5.3 does not extend to any claim or liability arising from the presence in soil, sediment, water or groundwater, on or off the Premises, of any substance in quantities or concentrations exceeding prescribed criteria, standards or condition under any law, except to the extent that any such substance is brought onto the Premises by the Licensee and is subsequently introduced into soil, sediment, water or groundwater by the Licensee.

PART 6 - ENVIRONMENTAL REQUIREMENTS

6.1 Environmental Requirements. The Licensee covenants and agrees with the Licensor as follows:

- (a) to promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the Licensee's use and occupancy of the Premises, and if applicable, the Licensee's use of the Ancillary Areas, including obtaining all applicable permits or other authorizations;
- (b) not to store, use, manufacture, sell, release, dispose, transport, handle, bring or allow to remain on, in or under any part of the Premises or the Lands any Contaminants except in strict accordance with all Environmental Laws; and
- (c) to promptly remediate, upon the written request of the Licensor, any Contaminants from the Lands to the extent caused by the use of the Premises by the Licensee or those for whom the Licensee is responsible at law, and in a manner which conforms to Environmental Laws governing such remediation.

PART 7 - MAINTENANCE, REPAIRS AND SUPERVISION

7.1 Licensee's Maintenance and Repairs. Throughout the Term the Licensee will:

- (a) repair and maintain the Infrastructure in a good and workmanlike manner causing no unnecessary damage to the Lands; and
- (b) not be responsible for any maintenance or repairs to the Premises and/or the Ancillary Areas (other than the Infrastructure), except for any damage caused to such areas by the Licensee or those for whom the Licensee is responsible at law.

7.2 Licensor's Maintenance, Repairs and Supervision. The Licensor will, at its cost, throughout the Term:

- (a) keep or cause to be kept all of the surface level of the Premises (other than the Infrastructure) and all of the Ancillary Areas:
 - (i) in good and substantial repair (reasonable wear and tear, and damage caused to the Premises and/or the Ancillary Areas by the Licensee or those for whom the Licensee is responsible at law excepted); and
 - (ii) free of debris, garbage, trash and/or refuse and in neat and tidy condition.
- (b) clear snow from the Lands at regular intervals to ensure surface level access to the Infrastructure, but the Licensor shall not be required to clear snow more frequently than it clears other public roadways or parking areas in the City of New Westminster, or to a higher standard;
- (c) reimburse the Licensee for the repair of any damage caused to any part of the Infrastructure to the extent caused by or through the negligent act or omission of the Licensor, or those for whom the Licensor is in law responsible; and
- (d) discharge any builder's liens filed at any time against the Premises and/or the Ancillary Areas by reason of any act of the Licensor, or those for whom the Licensor is in law responsible.

7.3 Licensee Self-Help Remedy. Notwithstanding anything to the contrary herein, if the Licensor:

- (a) fails to perform its obligations under Section 7.2.(a)(ii) or (b) within twenty-four (24) hours of written notice from the Licensee; or
- (b) fails to observe or perform any other of the terms, covenants or conditions of this Licence to be observed or performed by the Licensor provided the Licensee first gives the Licensor twenty-one (21) days written notice of any such failure to perform and the Licensor within such period of twenty-one (21) days fails to commence diligently and thereafter to proceed diligently to cure any such failure to perform then the Licensee shall be entitled to take such steps as it deems advisable to correct such defaults without liability to the Licensor, and the Licensor shall pay to the Licensee forthwith upon demand all costs and expenses incurred by the Licensee in so doing.

7.4 Licensor Covenant Not to Impair. The Licensor shall not take any action that would impair use of the Premises or the Infrastructure. The Licensor shall not knowingly allow another party to impair use of the Premises or the Infrastructure. The Licensor agrees to notify the Licensee within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises and/or the Infrastructure, or (ii) it obtains knowledge of a needed repair to the Infrastructure. The Licensor acknowledges and agrees that the Licensee shall have all rights at law or in equity against the Licensor if the Licensor causes impairments of the Premises and/or the Infrastructure.

7.5 Alterations to Premises. The Licensee will not install any additional improvements in or about the Premises (except for the Infrastructure), without the Licensor's prior written consent, not to be unreasonably withheld, conditioned or delayed. No consent by the Licensor to install such additional improvements will be granted unless the Licensee first submits plans and specifications of the proposed additional improvements and the Licensee has obtained all necessary permits and

approvals from all applicable Government Authorities. Notwithstanding the foregoing or any degree of affixation, the Infrastructure shall remain the property of the Licensee.

- 7.6 Removal of Improvements.** Upon expiry or earlier termination of this Licence, the Licensee may remove the Infrastructure and will make good any damage caused by such removal. If the Licensee does not remove the Infrastructure within six (6) months following the expiration of the Term or the earlier termination of this Licence, then the Licensor may have the same removed, the cost will be payable to the Licensor within thirty (30) days of invoice to the Licensee, and the Licensor will not be responsible for any loss or damage to the Licensee's property. For greater certainty, the Licensor shall provide the Licensee with access over such portions of the Lands as are reasonably required by the Licensee for the purposes of removing the Infrastructure for up to six (6) months following the expiration of the Term or the earlier termination of this Licence.

PART 8 - ASSIGNMENT

- 8.1 Assignment by Licensee.** The Licensee will not assign, mortgage, or encumber this Licence in whole or in part, provided that the Licensee may assign this Licence to a transferee of the Transit System without the consent of the Licensor.
- 8.2 Assignment by Licensor.** The Licensor will not sell or otherwise transfer any interest in the Premises, the Ancillary Areas and/or this Licence, in whole or in part, without the prior written consent of the Licensee.

PART 9 - DEFAULT

- 9.1 Licensee's Default.** If the Licensee fails to observe or perform any of its other obligations under this Licence and the Licensee has not, within thirty (30) days after receipt of written notice from the Licensor specifying the default, cured the default, or if the cure reasonably requires a longer period, if the Licensee has not commenced to cure and diligently pursue the cure, or if re-entry is permitted under other terms of this Licence, the Licensor in addition to any other right or remedy may cure such default and invoice the Licensee for the Licensor's costs related to curing such default and the Licensee will pay such costs within 30 days of receiving the invoice.

PART 10 – OPTIONS TO TERMINATE

- 10.1 Licensee Option to Terminate.** The Licensee is granted the right to cancel and terminate this Licence, without penalty, upon giving not less than ninety (90) days prior written notice to the Licensor at any time after commencement of the Term, with such termination to be effective on a date specified by the Licensee in its written notice to the Licensor. If the Licensee exercises this right to terminate, the Licensee will vacate the Premises on the termination date given in the notice, and the Licensee shall restore the Premises as closely as is practically possible to its condition as at the Commencement Date.

PART 11 - ACCESS BY LICENSOR

- 11.1 Access and Entry.** The Licensor and its agents may enter the Premises at any reasonable time to perform its obligations under Section 7.2 of this Licence provided the Licensor in exercising its rights hereunder shall proceed to the extent reasonably possible so as to minimize interference with the Licensee's use and enjoyment of the Premises and/or the Ancillary Areas.

PART 12 - EXPROPRIATION

- 12.1 Expropriation.** If at any time during the Term the interest of the Licensee under this Licence or the whole or any part of the Premises shall be taken by any lawful power or authority by the right of expropriation, the Licensor may, at its option, give notice to the Licensee terminating this Licence on the date when the Licensee or Licensor is required to yield possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Licensee shall immediately surrender the Premises. The Licensee shall have no claim upon the Licensor for the value of its property or the unexpired Term of this Licence, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Premises, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Licensor specifically includes an award for the Licensee, the Licensor shall account therefore to the Licensee. In this clause the “**expropriation**” shall include a sale by the Licensor to an authority with powers of expropriation, in lieu or under threat of expropriation.

PART 13 - MISCELLANEOUS

- 13.1 Licensee Signage.** It is acknowledged and agreed that the Licensee may install signage and logos on the Infrastructure.
- 13.2 Quiet Enjoyment.** Subject to the observance and performance by the Licensee of its obligations under this Licence, the Licensee may use the Premises in accordance with the provisions of this Licence without interference by the Licensor, or any party claiming through the Licensor.
- 13.3 Dispute Resolution.** If any dispute arises under or in relation to this Licence, that dispute shall be referred to and finally resolved by arbitration by a single arbitrator pursuant to and in accordance with the *Arbitration Act* (British Columbia). The place of arbitration shall be Vancouver, British Columbia. The decision of the arbitrator shall be final and binding on the parties. Notwithstanding the foregoing, the parties are entitled to seek interim measures of protection, including injunctions and other equitable relief or remedies, from a court of competent jurisdiction pending commencement or completion of any arbitration and may also seek from a court of competent jurisdiction any equitable relief or remedy that the arbitrator does not have jurisdiction to grant.
- 13.4 Further Assurances.** At its own expense, upon the request of the other party, each party shall promptly execute and deliver, and use all reasonable efforts to promptly require any third parties to execute and deliver, such further and other documents and instruments and do such further and other acts and things as the other party may reasonably require for the purpose of implementing, giving full effect to and carrying out the intent of this Licence or for the purpose of protecting the Licensee’s interest in the Infrastructure.
- 13.5 No Partnership.** The Licensor does not in any way or for any purpose become a partner of, or joint venturer or a member of a joint enterprise of the Licensee. No provision of this Licence is intended to create a relationship between the parties other than that of Licensor and Licensee.
- 13.6 Interpretation.** Where the context requires, the singular includes the plural and vice versa, and the masculine, feminine and neutral include each other. If the Licensor and/or the Licensee comprise two or more individuals or entities, the liability of each under this Licence is joint and several.

13.7 No Waiver. No obligation in this Licence will be considered to have been waived by the Licensor unless the waiver is in writing and signed.

13.8 Unavoidable Delay. If either the Licensor or the Licensee is unavoidably delayed, hindered in, or prevented from performing an act or complying with a covenant under this Licence by reason of Unavoidable Delay, the time for the doing of the act or complying with the covenant will be extended for a period equal to the period for which that Unavoidable Delay operates to prevent the act or thing required to be done or complied with. The party obligated to do the act or comply with the covenant will not be in default until the expiration of the time so extended. Each party will promptly notify the other of the occurrence of any Unavoidable Delay.

13.9 Notices. Any notice to be given under this Licence will be in writing and will be considered to be given to:

The Licensee if delivered by hand or courier to the Licensee at:

BC TRANSPORTATION FINANCING AUTHORITY

5A – 940 Blanshard Street
Victoria, BC V8W 2H3

Attention: Grace Sherratt, Senior Manager Land Operations

or mailed by mail to the same addresses and contacts.

Any notice to be given under this Licence will be considered to be given to the Licensor if delivered by hand or courier to the Licensor at:

CORPORATION OF THE CITY OF NEW WESTMINSTER

511 Royal Avenue
New Westminster, BC V3L 1H9

Attention: Director of Engineering Services

or mailed by mail to the same address and contact.

The Licensor or the Licensee may change its address for delivery by notifying the other party of such change in address in accordance with the notice provisions set forth above. Notices will be considered to have been received, if delivered by hand or courier upon delivery, or if mailed upon the fifth Business Day following posting.

13.10 Time of Essence. Time will be of the essence in this Licence.

13.11 Severance. If any provision of this Licence or the application to any person of any provision is held to be invalid or unenforceable, the remainder of this Licence or its application will not be affected.

13.12 No Modification. No representation, understanding or agreement has been made or relied upon except as expressly set out in this Licence. This Licence may only be modified in writing signed by each party against whom the modification is enforceable.

13.13 Successors. This Licence binds and benefits the parties and their respective heirs, administrators, successors and permitted assigns (as applicable).

- 13.14 Peaceful Surrender.** The Licensee will at the expiration or sooner determination of the Term, immediately surrender the Premises in a peaceable way and in the state of repair specified in this Licence.
- 13.15 Counterparts.** This Licence may be executed in counterparts and when each party has executed a counterpart each of the counterparts will be deemed to be an original and all of the counterparts when taken together will constitute one and the same agreement.
- 13.16 Delivery.** This Licence or a counterpart thereof may be executed by a party and transmitted by facsimile or electronic transmission and if so executed and transmitted this Licence will be for all purposes as effective and binding upon the party as if the party had delivered an originally executed document.
- 13.17 Schedules.** The following Schedules attached to this Licence form part of this Licence, and the parties covenant and agree to abide by the terms and conditions and confirm the acknowledgements, warranties and representations, if any, contained in the Schedules as if such terms, conditions, acknowledgements, warranties and representations, if any, were fully incorporated into this Licence:
- Schedule 1 – Description of the Lands
Schedule 2 – Defined Terms
Schedule 3 – Plan of Premises
- 13.18 Including.** The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have duly executed this Licence as of the date first above written.

CORPORATION OF THE CITY OF NEW WESTMINSTER

By its authorized signatory(ies):

Name:
Title:

Name:
Title:

BC TRANSPORTATION FINANCING AUTHORITY

By its authorized signatory:

Name:
Title:

SCHEDULE 1

Description of Lands

Street Name: Brunette Avenue between Keary Street and E Columbia Street

SCHEDULE 2

Defined Terms

“**Ancillary Areas**” has the meaning set out in Section 4.1;

“**Bridge Connection**” has the meaning set out in Recital B;

“**Business Days**” means Monday to Friday, inclusive, of each week, statutory holidays in the Province of British Columbia excepted;

“**Commencement Date**” means October 1, 2025;

“**Contaminants**” means pollutants, contaminants, deleterious substances, underground or aboveground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (“**PCBs**”), PCB-containing equipment or materials, pesticides, defoliants, fungi (including mould and spores arising from fungi), or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws or may necessitate, invite or permit a Government Authority to require remedial or investigatory action under any Environmental Laws;

“**Environmental Laws**” means any applicable statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice and other lawful requirements of any Government Authority having jurisdiction over the Lands now or hereafter in force relating in any way to the environment, environmental assessment, Contaminants (including the use, manufacture, handling, transportation, production, disposal, discharge, storage or emission of Contaminants), occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;

“**Government Authority**” means any federal, provincial, municipal, regional or local government or government authority having jurisdiction, and includes any department, commission, bureau, board, administrative agency, regulatory body, minister, director, approving officer, manager, or other person of similar authority of any of the foregoing;

“**Infrastructure**” means the portion of the facilities, structures, utilities and infrastructure forming or to form part of the Bridge Connection and any associated installations and related works located on or above the Premises, including without limitation any and all improvements, structures, works, apparatus, facilities for electric lights, footings, pillars, columns, foundations, cables (including fibre optic cables), anchors, retaining walls, pipes, wires, machinery, equipment and ground level fencing;

“**Lands**” means the lands described in Schedule 1 attached to this Licence;

“**Permitted Purposes**” means: (i) the use of the Bridge Connection by the general public for access to and from the Transit System and for all other purposes necessary or incidental to traveling on the Transit System; (ii) constructing, installing, erecting, operating, maintaining, removing, repairing, and replacing the Infrastructure by the Licensee, South Coast British Columbia Transportation Authority, their respective agents, employees and contractors and all other persons authorized by the Licensee; and (iii) all purposes reasonably ancillary to the foregoing;

“**Premises**” means the approximately 15.2 square metre or 244 cubic metre portion of the Lands shown in heavy black on the plan attached to Schedule 3 to this Licence;

“Taxes” means all taxes, rates, duties, levies, local government charges, realty taxes and assessments whatsoever, whether municipal, parliamentary or otherwise, or any grants in lieu of taxes, imposed or assessed, by any competent authority, against the Premises or upon the Licensor in respect of the Premises attributable to the Infrastructure, or in respect of their use and occupation, and includes without limitation, taxes levied, imposed or assessed for education, schools, and local improvements as well as reasonable fees and costs incurred by the Licensor in good faith contesting them;

“Term” means the term of ninety-nine (99) years commencing on the Commencement Date as may be renewed or earlier terminated pursuant to this Licence;

“Transit System” means the totality of the facilities comprising the automated light rail transit system for the transportation of people, goods and information, of which the Infrastructure forms a part; and

“Unavoidable Delay” means a delay in the performance of an act or compliance with a covenant caused by fire, strike, lock-out, or other casualty or contingency beyond the reasonable control of the party obligated to perform or comply with a provision of this Licence, but does not include any insolvency, lack of funds or other financial reason.

SCHEDULE 3

Plan of Premises