LICENSE AGREEMENT

THIS AGREEMENT is dated the 1 day of April, 2025 (the "**Effective Date**")

BETWEEN:

CITY OF COQUITLAM, a municipal corporation, having its offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(in its capacity as landowner of the Lands, the "Owner")

AND:

CITY OF COQUITLAM, a municipal corporation, having its offices at 3000 Guildford Way, Coquitlam, B.C. V3B 7N2

(in its capacity as landowner of the Licensee's Lands, the "Licensee")

WHEREAS:

A. The Owner is the registered owner of the lands having a civic address of 3596 Innes Crt, Coquitlam, B.C., legally known and described as:

PID: 031-869-173

Lot 4 Sections 17 and 18 Township 40 District Lot 8248 Group 1 New Westminster District Plan EPP116738

(the "Lands");

B. The Licensee is the owner of the lands legally known and described as:

PID: 028-843-991

Lot 1 Section 17 Township 40 New Westminster District Plan BCP50410 Except Plan EPP76278, EPP76279 and EPP116738;

PID: 030-334-233

Lot A District Lot 8248 Group 1 New Westminster District Plan EPP74348 Except Plans EPP76279, EPP103755 And EPP116738; and

PID: 030-520-401

Lot 6 Section 18 Township 40 New Westminster District Plan EPP76279 Except Plan EPP116738

(collectively the "Licensee's Lands")

- C. The Licensee intends to develop the Licensee's Lands, and requires a license over a portion of the Lands for the Licensee's on-site servicing works, including but not limited to excavation and earth works, construction of retaining walls and services, temporary installation of erosion and sediment control, and installation and construction of certain other works and services (together, the "Works") in accordance with the plans attached as Schedule A; and
- D. The Licensee has requested that the Owner grant the Licensee a license, on the terms and conditions set out in this Agreement, to use the portion of the Lands outlined in bold on the plan attached as Schedule B (the "License Area").

THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements hereinafter reserved and contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Owner and the Licensee, the Owner and the Licensee covenant and agree with each other as follows:

1. GRANT OF LICENSE

Subject always to the terms and conditions of this Agreement, the Owner, to the extent it has legal authority to do so but not otherwise, hereby grants to the Licensee, for the Licensee itself and for its officials, officers, employees, and agents and its consultants, sub-consultants, contractors, and subcontractors and each of their officials, officers, employees, agents, sub-consultants, and sub-contractors, a non-exclusive license to use the License Area for the Purpose (defined below).

2. PURPOSE

During the Term, the Licensee may use the License Area solely for the following purposes:

- (a) to remove trees and shrubs from the License Area, as necessary for the Works;
- (b) access for excavation and earth works on the Licensee's Lands;
- (c) access for construction of the retaining wall(s) on the Licensee's Lands;
- (d) access for installation of the works and services to the Licensee's Lands;
- (e) to place clean gravel and road crush on and over the License Area for the purposes of levelling the License Area and for the purposes of access on and over the License Area (the "**Gravel Fill**");
- (f) to place, operate and maintain the License Area, any erosion sediment control equipment and materials that are required by the Licensee in

connection with the development of the Licensee's Lands, including, without limitation, a temporary sediment trap and any detention and storage tanks required in connection therewith (collectively, the "ESC Equipment"); and

(g) to do all acts which, in the Licensee's sole opinion, are necessary and incidental to the use of the License Area for the purposes set out in this Agreement,

(collectively, the "Purpose"),

provided that the Licensee may not allow any workers, equipment, materials or debris to occupy any part of the Lands, including the airspace above the Lands, other than the License Area.

3. TERM

The term of this Agreement (the "**Term**") will commence and be effective on the Effective Date and will expire on the earlier of the date that is:

- (a) the date that the Licensee has completed the Works; and
- (b) twelve (12) months from the Effective Date,

subject to earlier termination as set out in this Agreement. Notwithstanding the foregoing, the Licensee may use the License Area for the Purpose outside of those dates stated in this section where it has received prior written permission from the Owner.

LICENSE FEE

The Licensee will pay a fee to the Owner in the amount of \$10.00 for the License granted.

4. NOTICE

Notwithstanding the grant of license over the Lands under Section 1 of this Agreement, the Licensee will not exercise, nor permit the exercise of, the license without providing the Owner with thirty (30) days prior written notice.

5. ASSESSMENT

Prior to the commencement of the Work, representatives of the Owner and the Licensee will assess the Lands, including the License Area, during a site visit to determine the existing condition of the Lands, including all trees on the Lands, and authorized signatories of the Owner and the Licensee will sign photographs documenting the condition of the Lands.

6. **RESTORATION**

Prior to the end of the Term of this Agreement the Licensee will, to the satisfaction of the Owner acting reasonably, remove all construction materials and debris and restore the Lands and License Area to the condition existing immediately prior to the commencement of the Term, including removal of the Gravel Fill and the ESC Equipment from the License Area.

7. USE

The Licensee will use the License Area for the Purpose and for no other purpose whatsoever.

8. RESTRICTIONS ON HOURS OF OPERATION

The Licensee will only exercise its rights under this Agreement on the days and times permitted by the applicable laws, regulations and by-laws.

9. REGULATIONS AND BY-LAWS

The Licensee will, at its own expense, comply with and abide by all applicable laws, by-laws, and lawful orders that concern the License Area and the Lands.

10. INSURANCE

The Licensee will obtain and maintain during the period of time the Licensee undertakes, performs or completes the Work:

- (a) general liability insurance with limits of not less than five million dollars (\$5,000,000), per occurrence, against public liability claims for bodily injury, death, and property damage (including loss of use) arising from the Licensee's use and occupancy of the Lands and from any occurrence or accident on the Lands. Such insurance will be written on an occurrence basis and will provide for blanket contractual liability, including liability assumed by the Licensee under this License Agreement. The policy will also contain a cross liability or severability of interests clause and will name the Licensee, the Owner, and the Licensee's and the Owner's officials, officers, employees, and agents as additional insureds with respect to third party claims arising out of the Licensee's operations pursuant to this License Agreement; and
- (b) contractor's pollution liability, either as an extension of the general liability insurance described in Section 10(a) or as separate coverage, of not less than two million dollars (\$2,000,000);

and the Licensee will, on request, provide the Owner with satisfactory proof of such coverage prior to commencement of the Work. The Licensee will ensure that the insurance set out above:

- (c) is primary and non-contributing with respect to any policy or self-insured fund otherwise held or established on behalf of the Owner;
- (d) is written on a form acceptable to the Owner and with insurers licensed to do business in the Province of British Columbia and acceptable to the Owner;
- (e) will contain a clause requiring that the insurers provide to the Owner a minimum of thirty (30) days' prior written notice of any cancellation (except for cancellation resulting from non-payment of premiums, in which case applicable statutory provisions will apply); and
- (f) all premiums and deductibles required under said policies will be paid by the Licensee to the insurers and proof of such payment will, on request, be submitted to the Owner.

In addition to the notification obligations of the insurers required by Section 11(e), the Licensee will provide to the Owner a minimum of thirty (30) days' prior written notice of any cancellation, lapse, or material change resulting in reduction of coverage, either in whole or in part, in respect of any of the policies of insurance that are referred to in this Section 10.

11. NO COMPENSATION

The Owner shall not be required to compensate the Licensee for its undertaking, completing or performing the Work, nor will the Licensee be entitled for a claim of unjust enrichment against the Owner.

12. ASSIGNMENT BY LICENSEE

The rights granted to the Licensee hereby are personal to the Licensee and the Licensee may not assign, license, sub-license, part with, mortgage, encumber, or otherwise transfer these rights without the prior written consent of the Owner, which consent may not be unreasonably or arbitrarily withheld, except that the Owner hereby acknowledges and agrees that the Licensee may engage a contractor to perform the Work and may sublicense to that contractor and its subcontractors the rights and obligations granted hereunder, which will not relieve the Licensee of any obligations to the Owner under this Agreement.

13. ASSIGNMENT BY OWNER

This Agreement may only be assigned by the Owner in the event that the Owner sells, transfers or otherwise disposes the Lands, or any portion thereof, including without limitation, parcels created by subdivision (including subdivision by strata plan), the Owner will assign this Agreement to the new owner(s) effective the completion date of such transaction by causing any assignee to enter into an assumption agreement in substantially the same form as attached hereto as Schedule C of this Agreement. The Owner will deliver to the Licensee an originally and fully executed copy of the assumption agreement referred

to in this Section 13. Notwithstanding the foregoing, the Owner shall not be required to assign this Agreement in the event that the License Area is not located within the parcels of lands being sold, transferred or otherwise disposed.

14. LICENSE AREA LICENSED "AS IS"

The Licensee acknowledges that the Owner has made no representations or warranties as to the state of repair of the License Area or the Lands, the safety of the License Area or the Lands, the location of any utilities or Owner works thereon, the stability or state of the soil thereon, or the suitability of the License Area or the Lands for any business, activity, or purpose whatsoever. The Owner will not be obliged to furnish any services or facilities or to make repairs or alterations in or to the License Area.

15. UTILITY SERVICES

Prior to conducting any Work, the Licensee will contact any applicable utility companies or municipal officials to identify any underground utility locations located on or adjacent to the License Area. The Licensee will not damage or affect any utilities located on or adjacent to the License Area. The Licensee will pay for or cause to be paid when due all charges for any gas, electricity, light, heat, power, water, and other utilities and services used in or supplied to the License Area and improvements thereon throughout the Term. The Licensee will indemnify and to keep indemnified the Owner from and against payment of all losses, costs, charges, and expenses occasioned by or arising from the Licensee's use of the License Area.

16. MISCELLENOUS COVENANTS OF THE LICENSEE

During the Term, the Licensee will, at the Licensee's cost:

- (a) keep License Area in good order and condition;
- (b) not commit or suffer or permit any waste on, spoilage of, destruction to, or injury to the Lands, the License Area, or any part thereof and will not use or occupy or permit to be used or occupied the Lands or the License Area or any part thereof for any unlawful purpose or for anything that is or may become a nuisance or an annoyance to any owner or occupiers of land adjoining the Lands, provided that any lawful activity within the scope of the Purpose and otherwise permitted under this Agreement shall be deemed not to constitute such a nuisance or annoyance;
- (c) assume responsibility for the maintenance and repair of the License Area where such maintenance and repair would not be required but for Licensee's use and occupation of the License Area;
- (d) be the "prime contractor" (as defined in the *Workers Compensation Act*) for WorkSafeBC purposes in respect of the Work performed by or on behalf of

the Licensee on the License Area and accept all responsibilities of the prime contractor as outlined in the Owner's current Multiple-Employer Workplace/Contractor Coordination program, the *Workers Compensation Act* (Part 3), and the WorkSafeBC *Occupational Health & Safety Regulation*, excepting that the Licensee may engage a contractor to perform the Work and cause the contractor to agree to act as the prime contractor, provided that the Licensee will not be relieved of its obligations to the Owner under this Section 19(d);

- (e) ensure that all required payments are made with respect to the Work and the construction or installation thereof, including, without limitation, WorkSafeBC assessments, employment insurance, and federal and provincial taxes;
- (f) maintain the License Area in a safe, clean, sanitary, neat, and tidy condition and free from nuisance, except any lawful activity within the scope of the Purpose and otherwise permitted under this Agreement, at all times;
- (g) not release, dump, spill, or place, or allow to be released, dumped, spilled, or released on the License Area or the Lands any waste or hazardous waste (as defined in the *Environmental Management Act* (British Columbia), as amended) or any toxic substance (as defined in the *Canadian Environmental Protection Act, 1999* (Canada), as amended) or any matter that the British Columbia Ministry of Environment considers a risk to the environment or to human health, except in accordance with applicable laws, bylaws, regulations and orders of governmental authorities and courts having jurisdiction;
- (h) if the Licensee contravenes Section 16(g) above, clean up any contaminants that the Licensee released or permitted to be released on the Lands or the License Area contrary to Section 16(g) to the satisfaction of the Owner;
- (i) repair any damage caused to the Lands by the Licensee or its officials, officers, agents, employees, servants, contractors, or subcontractors to the satisfaction of the Owner; and
- (j) not, for any reason, use, occupy, or obstruct any area of the Lands outside of the License Area, including any sidewalk or pathway, without the prior written consent of the Owner, not to be unreasonably withheld.

17. RELEASE AND INDEMNITY

The Licensee hereby releases and shall indemnify and save harmless the Owner and its officials, officers, agents, and employees (collectively, the "Owner Indemnitees") from all costs, losses, damages, builder's liens, compensation, and expenses of any nature whatsoever relating to or arising from the Licensee's occupation or use of the Lands and from all actions, claims, demands, suits, and judgments against any of the Owner Indemnitees on account of injury or death occurring in or about the Lands and damage to

or loss of property occurring in or about the Lands or relating to or arising from the Licensee's occupation or use of the Lands (including claims under the *Occupiers Liability Act* (British Columbia)), except to the extent caused by the negligence or wrongful act or omission of any of the Owner Indemnitees. This release and indemnity will survive the expiry or early termination of this Agreement.

18. DEFAULT, BREACH, OR FAILURE

If the Licensee is in breach of or fails to carry out its obligations under the terms of this License Agreement, within five (5) days of receipt of written notice of non-compliance from the Owner, except in the event of an emergency or apprehended emergency as determined by the Owner in which case no notice will be required, the Licensee will correct and remedy its breach or failure. The Owner may, but will be under no obligation to, remedy a default or failure by the Licensee and the Licensee will, if the Owner remedies a default or failure, forthwith following receipt of any written request from the Owner, pay to the Owner the amount of any costs from time to time incurred by the Owner in so doing, plus fifteen percent of such costs as a surcharge. If the Licensee fails to pay to the Owner such costs plus surcharge within thirty (30) days following delivery of such written request from the Owner, such amounts will be construed in arrears and will bear interest at the rate of three percent per annum above the "Prime Rate" (defined below), calculated monthly not in advance, from the date due until paid. In this clause, "Prime Rate" means the floating annual percentage rate of interest as established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia, as the base rate that will be used to determine the rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the prime rate, provided that if a court declares or holds the Prime Rate to be void or unenforceable for any reason including uncertainty, then the rate of interest payable on amounts in arrears hereunder will be eighteen percent per annum calculated monthly not in advance, from the date due until paid. This covenant will survive the expiry or early termination of this License Agreement.

19. BUILDER'S LIENS

The Licensee will pay all accounts and expenses for labour performed on or adjacent to the License Area and will not permit any builder's or similar liens, charges, or encumbrances to be registered on title to the Lands. If any such lien, charge, or encumbrance is registered on title to the Lands, the Licensee will immediately pay into court or otherwise the amount required to discharge the lien, charge, or encumbrance.

20. TIME IS OF THE ESSENCE

Time will be of the essence of this Agreement, except as herein and otherwise provided.

21. OWNER'S REMEDIES ARE CUMULATIVE

The remedies provided to the Owner herein are cumulative and are in addition to any remedies to the Owner available at law or in equity, including injunctive relief. No remedy will be exclusive and the Owner may have recourse to any or all remedies simultaneously or at various times.

22. NOTICES

All notices, documents or communications required or permitted to be given under this Agreement must be in writing and may be delivered by hand, courier, prepaid registered mail posted in Canada, email, or facsimile to the party to whom it is to be given as follows:

to the Owner at:

City of Coquitlam 3000 Guildford Way Coquitlam, BC V3B 7N2

ATTENTION: Curtis Scott, Director City Lands and Real Estate

Email: cscott@coquitlam.ca

to the Licensee at:

City of Coquitlam 3000 Guildford Way Coquitlam, BC V3B 7N2

ATTENTION: Curtis Scott, Director City Lands and Real Estate

Email: cscott@coquitlam.ca

or to such other address or number as either party may specify by prior written notice to the other. Any such notice delivered to a party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that party's address, provided that if that day is not a Business Day then such notice will be deemed to have been given or made and received on the next Business Day. Any such notice transmitted by email, facsimile, or other functionally equivalent electronic means of transmission or communication will be deemed to have been given or made and received on the day on which it is transmitted; but if such notice is transmitted on a day that is not a Business Day or after 5:00 p.m. (Pacific Standard Time), that notice will be deemed to have been given or delivered and received on the next Business Day. Any notice sent by prepaid registered mail will be deemed to have been given or delivered and received on the third Business Day after the day of mailing thereof. In the event of any disruption of mail services, all notice will be delivered or sent by facsimile or email rather than mailed.

23. HEADINGS

The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope or meaning of this Agreement or any provisions thereof.

24. RELATIONSHIP

It is the express intention of the Owner and the Licensee that the granting of this License will not create a landlord and tenant relationship between the Owner and the Licensee. The Owner and the Licensee specifically agree that this Agreement does not grant an interest in land to the Licensee.

25. APPLICABLE LAW

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia.

26. NON-DEROGATION

Nothing contained or implied in this Agreement will prejudice or affect the rights and powers of the Owner in the exercise of its functions under any statutes, by-laws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands and the Licensee's Lands as if this Agreement had not been executed.

27. SEVERABILITY

The Owner and the Licensee agree that if it is held by any court of competent jurisdiction that any of this Agreement is void, voidable, illegal, or unenforceable, that part of the Agreement will be deemed to be deleted from the Agreement, and all other provisions of the Agreement will remain in full force and effect and will be binding in all respects upon the parties to this Agreement.

28. ENTIRE AGREEMENT

The Owner and the Licensee acknowledge and agree that there are no covenants, representations, warranties, agreements, terms, or conditions, expressed or implied, relating to this Agreement or the License Area except as expressly set out in this Agreement, and that this Agreement may not be modified except by an agreement in writing executed by both the Owner and the Licensee.

29. COUNTERPARTS

This Agreement may be executed by the Owner and the Licensee in counterparts, and delivered by electronic communication, with the same effect as if each of them had signed the same document, such that both counterparts will together constitute one Agreement.

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

CITY OF COQUITLAM, as Owner, by its authorized signatory(ies):

Curtis Scott Per:

Name: Curtis Scott Director City Lands & Real Estate

CITY OF COQUITLAM, as Licensee, by its authorized signatory(ies):

Per: Curtis Scott

Name: Curtis Scott Director City Lands & Real Estate

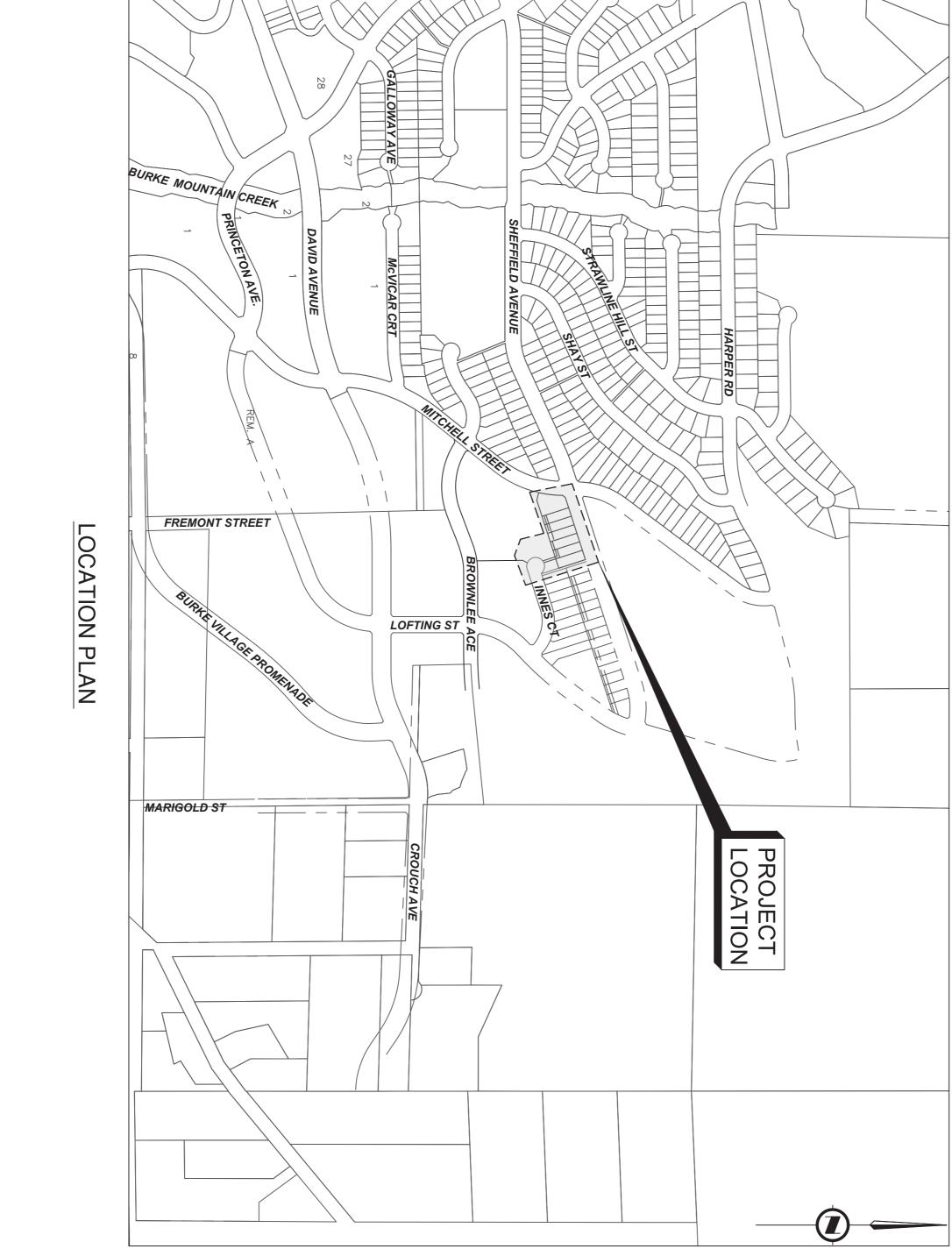
Title:

Schedule A WORKS

(see pages immediately following)

#201, 3999 Henning Drive, Burnaby, B.C. V5C T: (604)629-2696 F: (604)629-2698

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DRAWING	DRAWING SCHEDULE	
DWG. NO	DESCRIPTION	REV.NO
00	COVER	
01	GENERAL NOTES	A
02	GRADING PLAN	С
03	RETAINING WALL & SITE SERVICING	С
04	NEW DRIVEWAY, SIDEWALK & WATER	0
05	ESC DETAIL	Α
06	ESC PLAN	Α

ESC PLAN	06
ESC DETAIL	05
NEW DRIVEWAY, SIDEWALK & WATER	04
RETAINING WALL & SITE SERVICING	03
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GENERAL NOTES

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- MATERIALS SUPPLIED AND CONSTRUCTION PREFORMED SHALL BE IN ACCORDANCE WITH THE Y OF COQUITLAM DESIGN CRITERIA, THE LATEST EDITION OF WORKSAFE BC, THE LATEST EDITION THE MASTER MUNICIPAL CONTRACT DOCUMENTS (MMCD), AND ANY ANY OTHER APPLICABLE SIGN CRITERIA, SPECIFICATIONS, STANDARD DRAWINGS, AND CONSTRUCTION SPECIFICATIONS.
- ALL MATERIAL TESTING MUST BE DONE IN ACCORDANCE WITH THE MMCD; TESTING TO BE CARRIED OUT BY QUALIFIED MATERIAL TESTING FIRM AND PAID FOR BY THE CONTRACTOR. THE CONTRACTOR IS TO PROVIDE COPIES OF ALL TEST RESULTS TO THE CONTRACT ADMINISTRATOR (CA). THE CONTRACTOR IS TO NOTIFY THE CA 48 HOURS PRIOR TO CONSTRUCTION AND VERIFY THEY HAVE THE LATEST DRAWINGS ISSUED FOR CONSTRUCTION. COPIES OF THE MMCD CAN BE OBTAINED AT MASTER MUNICIPAL CONSTRUCTION DOCUMENTS ASSOCIATION (MMCDA), 102-211 COLUMBIA STREET, VANCOUVER, BC V6B 2R5.
- THE CONTRACTOR IS TO NOTIFY THE CA AT THE FOLLOWING STAGES OF THE CONSTRUCTION SCHEDULE:

 DELIVERY OF SANITARY SEWER MATERIAL TO SITE.

 INITIAL INSTALLATION OF SANITARY SEWER CONSTRUCTION PRIOR TO BACKFILLING.

 GRADING OF ROAD SURFACES PRIOR TO PAVING.
- THE CONTRACTOR IS TO NOTIFY THE CITY OF COQUITLAM ENGINEERING DEPARTMENT 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION WITHIN THE ROAD ALLOWANCES AND RIGHTS-OF-WAYS.
- ALL WORK SHALL PASS THE INSPECTION OF THE ENGINEERING DEPARTMENT OF COQUITLAM. THE CITY

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- THE CONTRACTOR SHALL HAVE COMPLETE CONTROL OF THE WORK AND SHALL EFFECTIVELY DIRECT AND SUPERVISE THE WORK SO AS TO ENSURE CONFORMANCE WITH THE CONTRACT DOCUMENTS, SUBJECT TO THE OWNER'S RIGHTS AS SPECIFICALLY SET OUT IN THE CONTRACT DOCUMENTS TO GIVE DIRECTIONS REGARDING WORK, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING THE VARIOUS PARTS OF THE WORK UNDER THE CONTRACT.
- THE CONTRACTOR SHALL MAINTAIN THE WORK IN A TIDY CONDITION AND FREE FROM THE ACCUMULATION OF WASTE, DEBRIS, AND WASTE PRODUCTS, OTHER THAN THAT CAUSED BY THE OWNER OR ITS EMPLOYEES.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION SAFETY AT THE PLACE WORK AS AND TO THE EXTENT REQUIRED BY APPLICABLE CONSTRUCTION SAFETY LEGISLATION, REGULATIONS AND CODES, INCLUDING THE WORKERS COMPENSATION ACT AND APPLICABLE REGULATIONS, AND BY GOOD CONSTRUCTION PRACTICE. 유
- THE CONTRACTOR SHALL ENSURE THAT ALL APPROVALS AND/ OR PERMITS REQUIRED FOR THE PROPOSED WORKS HAVE BEEN OBTAINED FROM ALL AUTHORITIES AND AGENCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- WORKSAFE B.C. IS TO BE NOTIFIED PRIOR TO THE START OF CONSTRUCTION

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- THE LOCATIONS OF THE EXISTING UTILITIES, AS SHOWN ON THE DESIGN DRAWINGS, ARE APPROXIMATE ONLY AND THIS INFORMATION MAY NOT BE FULLY ACCURATE OR COMPLETE. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL LOCATE AND EXPOSE ALL EXISTING UTILITIES AT ALL TIE-IN POINTS, AT ALL POINTS WHERE A CONFLICT MAY ARISE DURING THE CONSTRUCTION OF THE PROPOSED WORKS, AND TO CONFIRM DESIGN ELEVATIONS. IN THE EVENT OF A CONFLICT, THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE CA FOR DIRECTIONS. THE CONTRACTOR SHALL ASSUME ALL COSTS AND EXPENSES THAT MAY OCCUR FOR DAMAGES, SUPPORT OF AND REPAIR TO SUCH PLANT BY REASON OF THE NEGLIGENCE OF THEIR OPERATIONS. (EXISTING UTILITIES SHOWN ARE DERIVED FROM AS-BUILT INFORMATION AND ALL UTILITIES MAY NOT BE NECESSARILY SHOWN. REFER TO COQUITLAM'S QtheMAP FOR MORE INFORMATION).
- THE CONTRACTOR WILL BE HELD RESPONSIBLE THE REPAIR OF ANY DAMAGE CAUSED TO EXISTING STREET OR SERVICES BY CONSTRUCTION EQUIPMENT AND/OR TRUCKS HAULING MATERIAL TO THE SITE. THIS MAY INCLUDE DAILY CLEANING OR SWEEPING EXISTING ROADS OF DIRT AND DEBRIS CAUSED BY CONSTRUCTION ACTIVITIES.
- ALL ASPHALT CUTS SHALL BE STRAIGHT WITH VERTICAL CLEAN EDGES SO THAT THE ASPHALT SURFACE MAY BREAK EVENLY AND CLEANLY. THE EDGE OF PAVEMENT SHALL BE SAWCUT AND KEYED TO FORM A MINIMUM 200mm WIDE LAP JOINT WITH THE PROPOSED PAVEMENT UNLESS NOTED OTHERWISE OR AS DIRECTED BY THE CA.
- EXISTING UNDERGROUND UTILITY TRENCHES ADJACENT TO THE PROPOSED UNDERGROUND UTILITY INSTALLATION SHALL BE ADEQUATELY PROTECTED FROM SLOUGHING IN ORDER TO PREVENT OVER-WIDTH EXCAVATION.
- THE CONTRACTOR SHALL RESTORE THE EXISTING PAVEMENT ACROSS ALL TRENCH EXCAVATIONS TO ORIGINAL CONDITION OR BETTER AND THE FINISHED PAVEMENT SHALL BLEND IN SMOOTHLY WITH THE EXISTING PAVEMENT. THE EDGE OF PAVEMENT SHALL BE SAWCUT AND KEYED TO FORM A MINIMUM 200mm WIDE x 35mm DEEP LAP JOINT WITH THE PROPOSED PAVEMENT UNLESS NOTED OTHERWISE OR AS DIRECTED BY THE CA.

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- E CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING NEAR EXISTING SERVICES AND Y SERVICES DISTURBED ARE TO BE REPLACED TO THE SATISFACTION OF THE CITY OF COQUITLAM OTHER APPROVING AGENCIES.
- MATERIAL SUBSTITUTION AND/OR CHANGE IN DESIGN MUST OBTAIN WRITTEN APPROVAL FROM CA PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- ALL SURVEY MONUMENTS, BENCHMARKS, AND LEGAL PINS MUST BE PROTECTED AND ANY DAMAGE CAUSED BY THE NEGLIGENCE OF THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

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ALL EXISTING IMPROVEMENTS INCLUDING EXISTING LANDSCAPING, FENCES, SIDEWALKS, RETAINING WALLS, ETC. SHALL BE RESTORED TO THE SATISFACTION OF THE CITY OF COQUITLAM. THE CITY OF COQUITLAM MAY REQUIRE WRITTEN ACCEPTANCE BY THE AFFECTED PROPERTY OWNERS FOR RESTORATION WORKS PERFORMED BY THE CONTRACTOR.

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- 20 E CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING THE NECESSARY FIELD RVEYS TO PERMIT THE LAYOUT, CONSTRUCTION AND MEASUREMENT OF QUANTITIES OF THE RK FOR PAYMENT. NO ADDITIONAL PAYMENT WILL BE MADE FOR THIS FIELD SURVEY, WHICH IS EMED TO BE INCLUDED IN THE UNIT PRICES TENDERED FOR THE ITEMS IN THE SCHEDULE OF ANTITIES AND PRICES. THE CA WILL PROVIDE THE CONTRACTOR WITH CAD FILE WHICH CONTAINS RIZONTAL AND VERTICAL SURVEY CONTROLS. THE CONTRACTOR SHALL GIVE NOTICE OF THEIR RVEY REQUIREMENTS AT LEAST TWO WORKING DAYS IN ADVANCE OF THE WORK AND SHALL DIECT AND MAINTAIN THE CONTROLS PROVIDED. THE CONTRACTOR SHALL ENSURE THAT THE EAS RECEIVING THE CONTROLS ARE UNOBSTRUCTED AND CLEAR OF DEBRIS, EQUIPMENT, SAVATIONS AND ANY OTHER WORK PRIOR TO REQUESTING THE CONTROLS. RE-ESTABLISHMENT CONTROLS, SURVEY POSTS AND BENCHMARKS WHICH ARE DAMAGED OR LOST SHALL BE AT THE NTRACTOR'S EXPENSE.

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- THE UNS APP CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL EXCAVATED MATERIAL UITABLE FOR REUSE AT A SUITABLE OFF-SITE DISPOSAL AREA, IN ACCORDANCE WITH ALL LICABLE REGULATIONS.

- THE CONTRACTOR SHALL CONTACT THE APPROPRIATE PERSONNEL AT LEAST 72 HOURS PRIOR TO THE WORK. SCHEDULING AND OTHER CONSTRUCTION CONSTRAINTS IMPOSED BY THESE WORKS SHALL BE TAKEN INTO ACCOUNT.
- RAFFIC AND PEDESTRIAN SAFETY CONTROL PLAN SHALL BE SUBMITTED BY THE CONTRACTOR OR TO THE PRE-CONSTRUCTION MEETING.
- YROVALS FOR REQUIRED TREE CUTTING OR TRIMMING NOT INDICATED IN CONTRACT DRAWINGS YELL BE OBTAINED BY THE CONTRACTOR FROM THE CITY PRIOR TO WORK BEING PERFORMED.
- CONTRACTOR TO OBTAIN APPROVED LANE CLOSURE REQUEST FORM FOR ALL WORKS. APPROVED REQUESTS ARE CIRCULATED TO ALL EMERGENCY SERVICES.

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- NTRACTOR TO SUBMIT A TRAFFIC MANAGEMENT PLAN WITH LANE CLOSURE REQUEST FOR ALL JOR ROADS AND ANY LOCAL ROADS WHICH REQUIRE ANY DETOURS.

- PROVAL OF NOISE VARIANCE FOR ALL WORK OUTSIDE OF NORMAL APPROVED WORK HOURS QUIRED BY THE CITY.
- TICE OF CONSTRUCTION SIGNS TO BE INSTALLED AT ALL PROJECT LIMITS AND PREFERRED OUR ROUTE. NOTIFY CONTRACT ADMINISTRATOR WITH CONSTRUCTION SCHEDULE AND NATIONS. SIGNS PROVIDED AND INSTALLED BY THE CONTRACTOR.

Q Q Q NTACT COQUITLAM ENGINEERING DEPARTMENT MINIMUM 48 HOURS PRIOR TO COMMENCEMENT CONSTRUCTION TO ARRANGE FOR WORKS INSPECTOR.

ALL EXCAVATION WITHIN EXISTING TREE DRIP LINES TO BE BY HAND OR HYDRO-VAC.

23 ECONTRACTOR SHALL KEEP PROPER AS-BUILT INFORMATION DURING CONSTRUCTION AND MIT THE INFORMATION TO THE CA PRIOR TO THE REQUEST OF SUBSTANTIAL COMPLETION TIFICATE. THE CONTRACTOR SHALL PROVIDE TO THE CA ONE (1) SET OF AS-CONSTRUCTED SITE ADING, AND SITE ELECTRICAL DRAWINGS SHOWING THE LOCATION AND ELEVATION OF ALL NEW EXISTING WORKS ENCOUNTERED ON THE PROJECT.

PRI HE CONTRACTOR SHOULD KEEP RECORDS AND/OR PHOTOS OF EXISTING ROCK WALLS, TREES, VEWAYS AND WALKWAYS WHERE REQUIRED.

CONTRACTOR SHALL PROVIDE TEMPORARY UTILITY POLE SUPPORTS NECESSARY TO PLETE THE WORKS AS AN INCIDENTAL ITEM TO GENERAL CONTRACT REQUIREMENTS WHERE AS REQUIRED.

SUB MIT DENSITY TESTS TAKEN ON JOINTS. NO INDIVIDUAL TEST LESS THAN 95% DENSITY.

TRAF FIC MANAGEMENT, NOTIFICATION AND APPROVALS NOTES:

- E CONTRACTOR SHALL PROVIDE CONSTRUCTION SIGNAGE, BARRIERS, FLASHING INDICATORS, DESCRIPTION OF THE PUBLIC. TRAFFIC CONTROL WILL BE REQUIRED RALL CONSTRUCTION WORKS WITHIN THE TRAVELED PORTION OF THE ROAD. NO ROAD SHALL CLOSED WITHOUT THE WRITTEN CONSENT OF THE DIRECTOR OF ENGINEERING AND ERATIONS.
- THE CONTRACTOR SHALL ENSURE THAT ALL APPROVALS REQUIRED FOR THE PROPOSED WORKS HAVE BEEN OBTAINED FROM ALL AUTHORITIES AND AGENCIES PRIOR TO COMMENCING THE WORK.
- I I I CONTRACTOR SHALL ARRANGE FOR, AND COORDINATE THE WORKS DONE BY:
- CITY OF COQUITLAM; AND FRANCHISE UTILITIES (BC HYDRO, FORTIS GAS, BC TRANSMISSION CORP., SHAW CABLE, TELUS AND METRO VANCOUVER).
- SIDENTS DIRECTLY AFFECTED BY CONSTRUCTION OF THESE WORKS AND SERVICES SHALL BE EN 5 DAYS WRITTEN NOTICE OF THE PROPOSED START OF CONSTRUCTION. THE CONTRACTOR IS DISTRIBUTE A NOTICE OF CONSTRUCTION LETTER TO ALL AFFECTED RESIDENTS AND SINESSES. FOLLOWING CONSTRUCTION ACTIVITY ON ANY PRIVATE PROPERTY, A WRITTEN LEASE MAY BE REQUIRED FROM THE PROPERTY OWNER AT THE DISCRETION OF THE CITY.
- . TRAFFIC CONTROL TO CONFORM TO THE LATEST EDITION OF THE BC TRAFFIC CONTROL MANUAL ROPER WORK ON ROADWAYS.

- CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE TRAFFIC MANAGEMENT DETAILED CIFICATIONS IN THE CONTRACT DOCUMENTS.





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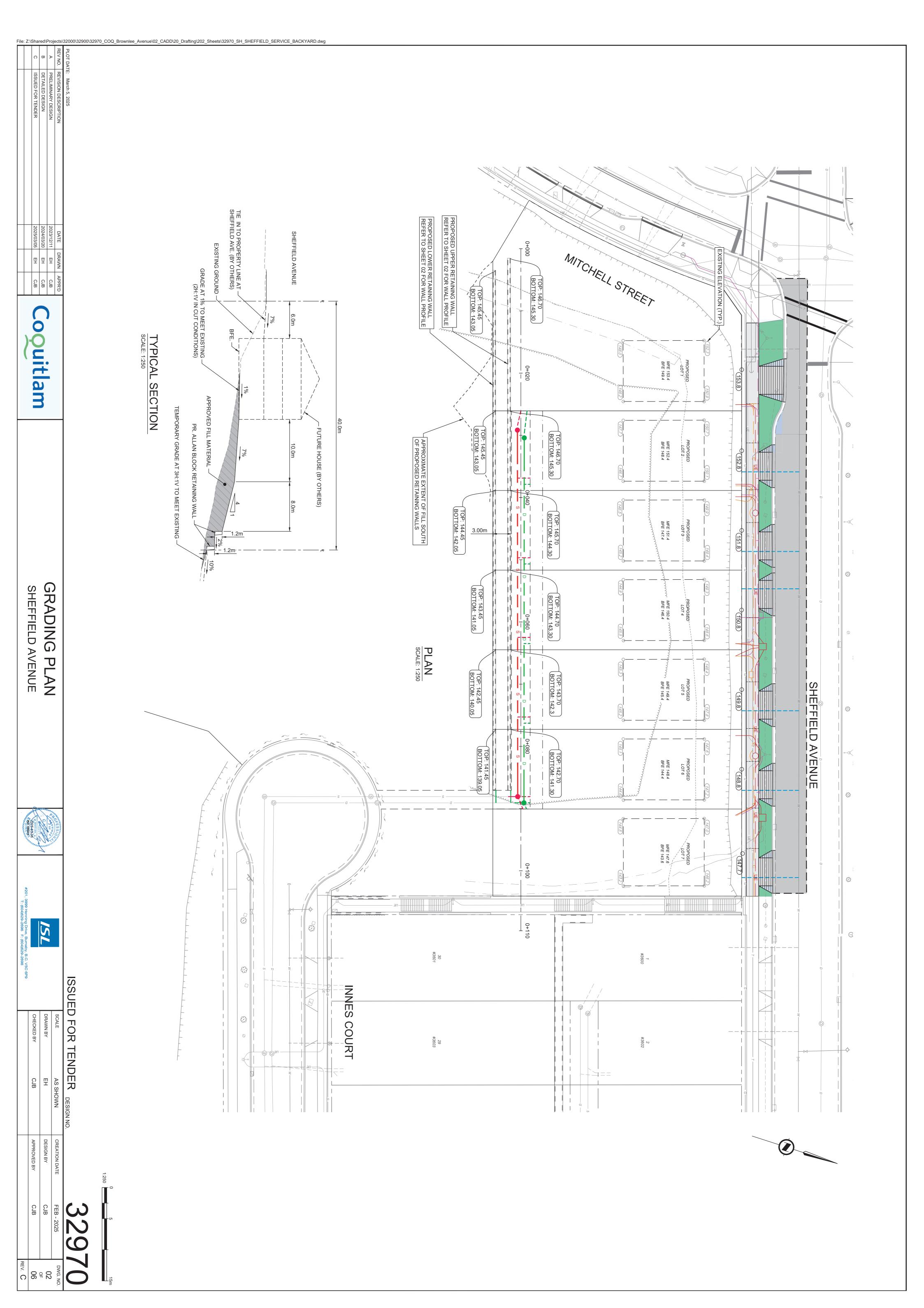
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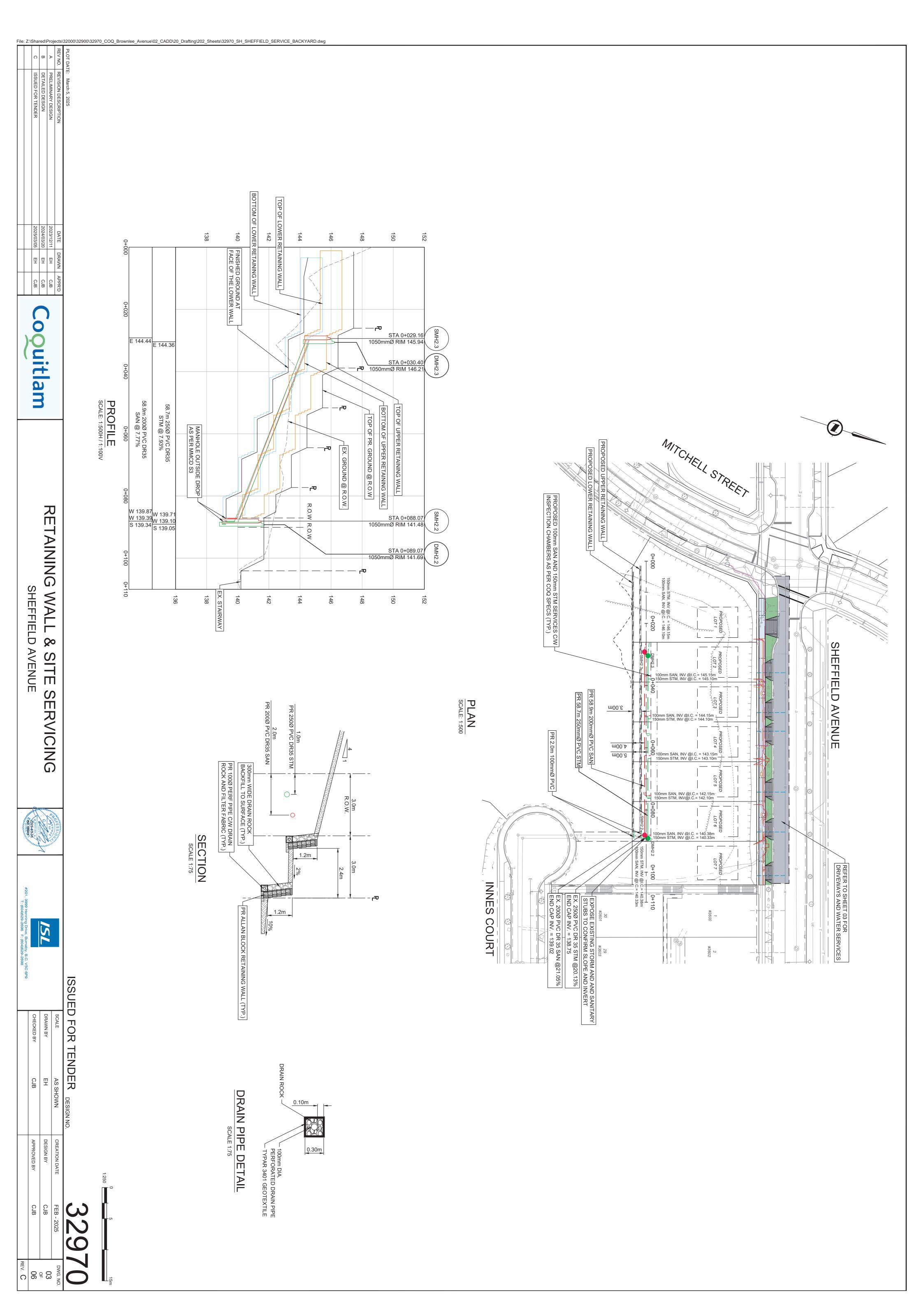
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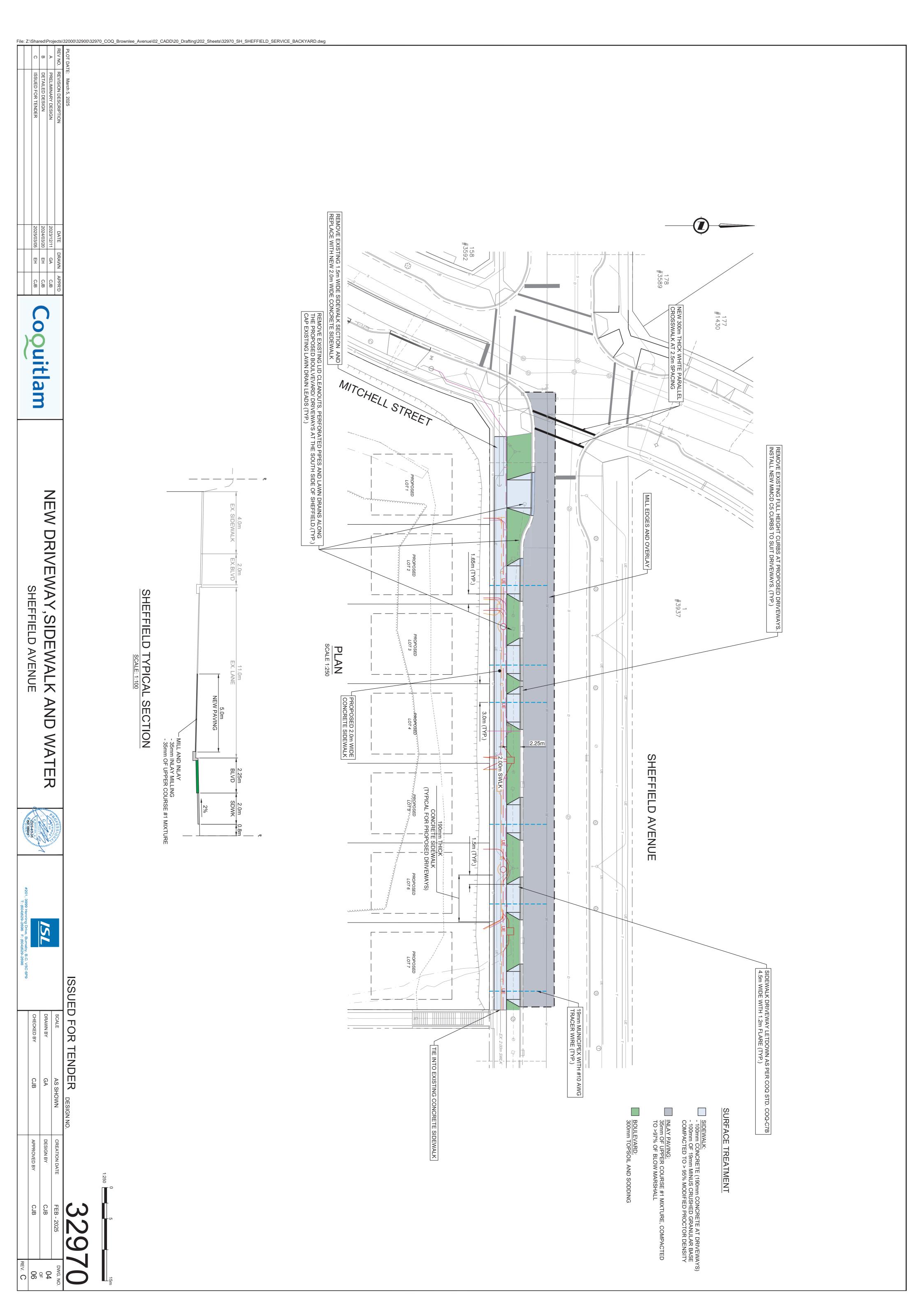
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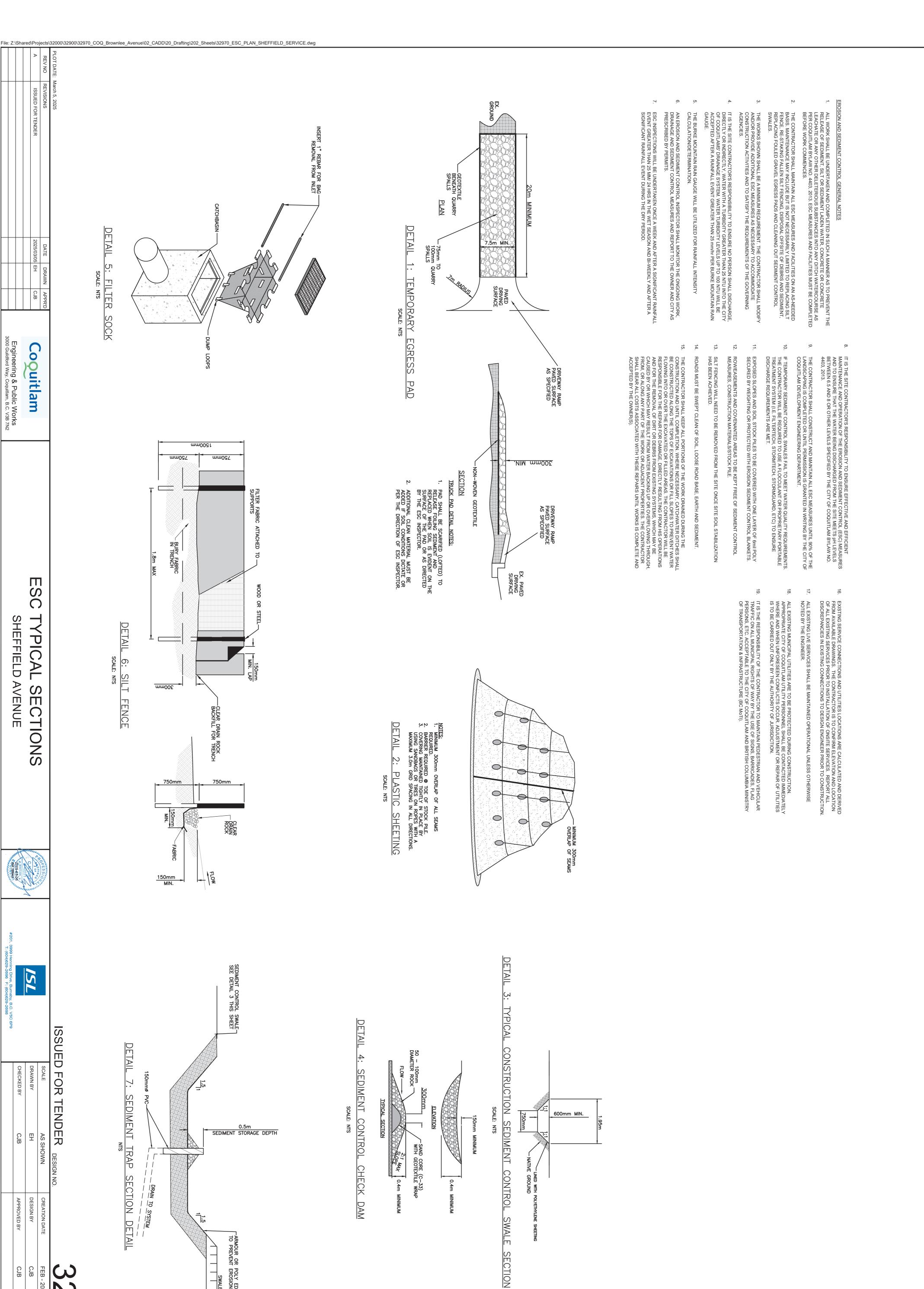
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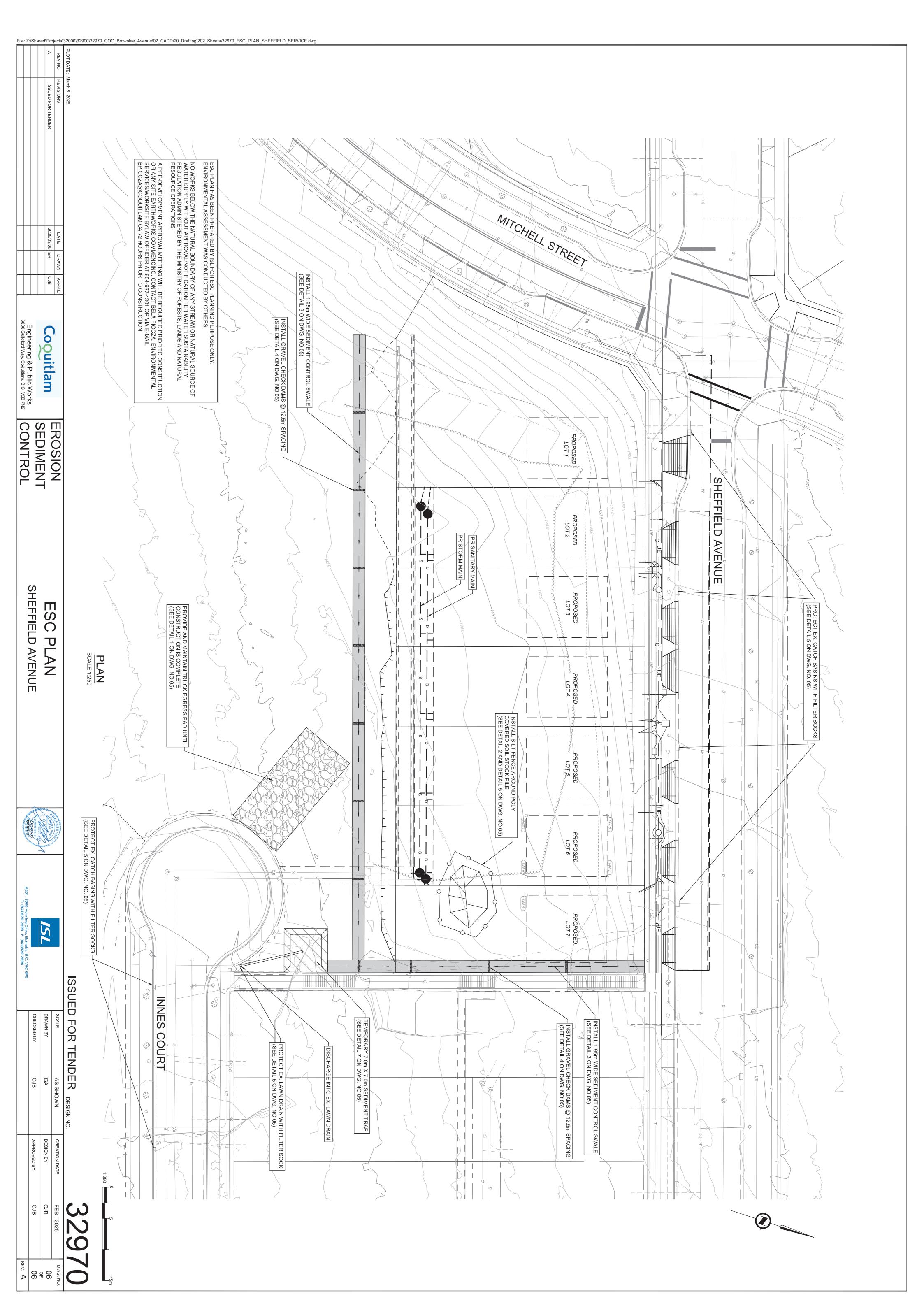






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ARMOUR OR POLY EDGE TO PREVENT EROSION



Schedule B LICENSE AREA



Schedule C FORM OF ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT is dated for reference the \spadesuit day of \spadesuit , 20 \spadesuit .

BETWEEN:

[\(\frac{1}{2}\) - Name and Address]

(the "Assignor")

AND:

[\(\frac{1}{2}\) - Name and Address]

(the "Assignee")

WHEREAS:

- A. The Assignor is the registered and beneficial owner of the lands and premises legally described as \spadesuit .
- B. The Assignor is a party to a License Agreement dated ♠, as amended (collectively, the "License Agreement") attached hereto as Schedule A setting out the general terms upon which owner of ♠ may enter the Lands for the purposes described in the License Agreement; and
- C. If the Assignor sells, transfers, or otherwises disposes of the Lands, or any portion thereof, in which the License Area is located, the Assignor must assign its interest in the License Agreement to the new owner(s).

NOW THEREFORE IN CONSIDERATION of the premises and the sum of \$1.00 paid by each of the Assignee and Assignor and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), the Assignee hereby covenants and agrees as follows:

- 1. Assignment The Assignor absolutely assigns, transfers, and sets over to the Assignee all of the right, title, benefit, and interest of the Assignor in, to, and under the License Agreement.
- 2. Assumption by Assignee The Assignee covenants and agrees with the Assignor that as of the date hereof the Assignee will assume, be bound by and observe and perform all of the Assignor's covenants, conditions, restrictions and agreements contained in the License Agreement (collectively, the "Obligations") and does hereby agree to indemnify and save harmless the Assignor from any and all actions, causes

of action, losses, costs, damages and expenses arising out of any breach or nonobservance whatsoever of the Obligations or otherwise from and after the date hereof.

- 3. Further Assurances Each of the parties will execute and deliver, at the request of the other, all such further documents and instruments, and will do all things that are necessary to give full effect to the intent and meaning of this Assumption Agreement.
- 4. Enurement This Assumption Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.
- 5. Time of the Essence Time will be of the essence of this Assumption Agreement and of all the transactions contemplated in it.
- 6. Counterparts and Electronic Delivery This Assumption Agreement may be executed by parties in counterpart and delivered by electronic means of transmission and, if so executed and delivered, those counterparts will together constitute one and the same instrument and this Assumption Agreement will for all purposes be effective as if the parties had delivered an executed original agreement.

TO EVIDENCE ITS AGREEMENT, the Assignor and Assigned have executed this Assumption Agreement as of the date set out above.

[•If Individual Signatory]		
Witness Name:	◆	
Address:		
[•If Corporate Signatory]		
•, by its authorized signatory(ies):		
Per:		
Name:		
Title:		
Name:		
Title:		

Schedule A to Assumption Agreement

[Copy of Executed License Agreement to be attached]