

AMENDING AGREEMENT NO. PTM104-10534F-002

VANCOUVER FRASER PORT AUTHORITY

TO

CITY OF PORT MOODY

DATED: As of July 1, 2021

AUTHORITY: Submission No. RE208-21 dated April 30, 2021 and approved on _____

REFERENCE: Amendments to Licence No. PTM104-10534F-001 dated July 1, 2016 to extend the Term by FIVE (5) years, set the Licence Charges payable for the extended Term, replace the existing licence plan with an updated licence plan, and add an option for a further FIVE (5) year Term extension

LOCATION: Burrard Inlet, near 850 Alderside Road, Port Moody, BC

THIS AMENDING AGREEMENT made effective as of the 1st day of July, 2021

BETWEEN:

VANCOUVER FRASER PORT AUTHORITY, a corporation established pursuant to the *Canada Marine Act*, and having an office at 100 The Pointe, 999 Canada Place, Vancouver, British Columbia, V6C 3T4

(the "Authority")

AND:

CITY OF PORT MOODY, a municipality continued pursuant to the *Local Government Act*, with a place of business at City Hall, 100 Newport Drive, Port Moody, British Columbia, V3H 3E1

(the "Licensee")

WHEREAS:

- A. By Licence No. PTM104-10534F-001 dated July 1, 2016 (the "**Licence**") the Authority demised unto the Licensee those certain waterlot areas totaling some 175,823 square metres, more or less, located in the City of Port Moody, Province of British Columbia (the "**Licence Area**", "**Designated Anchorage Area**", or "**DAA**"); for the purposes of providing recreational boat moorage as a municipal service, and for all purposes ancillary to and associated with boat moorage, in accordance with Schedule B attached to the Licence; and
- B. The parties hereto wish to amend the Licence to extend the Term by FIVE (5) years, set the Licence Charges payable for the extended Term, replace the existing licence plan with an updated licence plan, and add an option for a further FIVE (5) year Term extension.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. Unless otherwise specified or the content otherwise requires, capitalized words used but not defined in this Amending Agreement have the meanings given in the Licence.
2. The Term of the Licence shall be extended for FIVE (5) years commencing on July 1, 2021 and ending on June 30, 2026 (the "**Extended Term**").
3. The Licensee shall pay the Licensors, in lawful money of Canada, the sum of TEN (\$10.00) for the Extended Term, plus GST, the receipt and sufficiency of which is hereby acknowledged by the Licensors.
4. Licence Plan No. 2012-318 dated December 19, 2012 shall be deleted in its entirety and replaced with Licence Plan No. 2021-092 dated April 27, 2021, a copy of which is attached as Schedule "A" to this Amending Agreement.
5. If the Licensee:
 - (a) is not then in material default under the Licence; and
 - (b) gives the Authority not less than THREE (3) months' and not more than SIX (6) months'

written notice prior to the Termination Date of the Licensee's intention to extend the Term,

then the Termination Date will be extended to June 30, 2031, upon the same terms and conditions as are set out in the Licence. If the Licensee fails to exercise its option to extend the Term in accordance with this section, then the Licensee's rights under this section will terminate and be null and void.

6. This Amending Agreement may be executed by facsimile or by email and in counterparts, and such counterparts, when executed and delivered, will constitute an original and all such counterparts together will constitute one and the same agreement.
7. This Amending Agreement and all of the provisions hereof shall enure and be binding upon the parties hereto and their respective successors, administrators and permitted assigns.
8. All other terms and conditions in the Licence shall continue to apply, *mutatis mutandis*.
9. Time is of the essence of this Amending Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the day and year set out below.

SIGNED AND DELIVERED on behalf
of **VANCOUVER FRASER PORT**
AUTHORITY by its authorized signatories:

Director, Real Estate

Date:

Corporate Secretary

Date:

SIGNED AND DELIVERED on behalf
of **CITY OF PORT MOODY**
by its authorized signatory(ies):

Print Title: _____

Date:

Print Title: _____

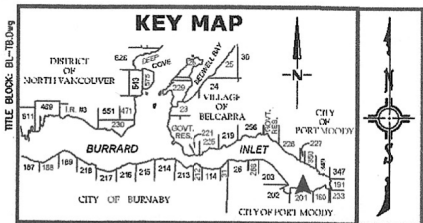
Date:

SCHEDULE "A"

LEASE PLAN NO. 2021-092 DATED APRIL 27, 2021

(attached)

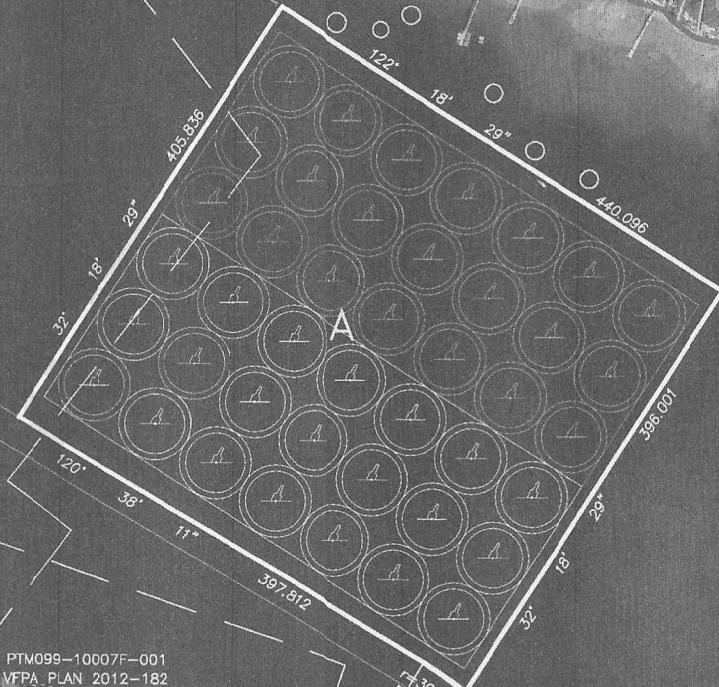
DRAFT



PTM110-10671F-002
VFPA PLAN 2017-207

PORT MOODY ARM

PROPOSED CHANNEL



PTM099-10007F-001
VFPA PLAN 2012-182

PTM098-04083F-017
VFPA PLAN 2017-153

PTM099-10007F-001

PTM110-10671F-002
VFPA PLAN 2017-207

PARCEL AREA
PCL. 'A' (WATER) = 175,823m² (1,892,543ft²)

REFERENCES - PTM110-10225F & VFPA PLAN 2012-318
NOTES:
- DISTANCES ARE SHOWN IN INTERNATIONAL METRES AND DECIMALS THEREOF.
- BEARINGS ARE U.T.M., AND ARE DERIVED FROM VFPA CONTROL SURVEY.
- PRIOR TO COMPUTATION OF U.T.M. CO-ORDINATES, MULTIPLY DISTANCES BY COMBINED SCALE FACTOR 0.9995.
- FINAL DIMENSIONS AND CO-ORDINATES ARE SUBJECT TO SURVEY

CHECKED FOR ACCURACY
on the 27th day of April 2021

DARCY KEITH LESUEUR
Senior Engineering Survey Technician

No.	Date	REVISION	D'n	C'n'd

PORT of Vancouver
Vancouver Fraser
Port Authority
ENGINEERING DEPARTMENT

DESIGN BY
DRAWN BY DKL
APPROVED
DATE 27-APRIL-2021
SCALE 1:4000
VFPA SITE PTM1100

CITY OF PORT MOODY
LICENCE AREA OVER A PORTION OF THE BED OF
BURRARD INLET LYING SOUTH WEST OF D.L. 226
& 350 GROUP 1 N. W. D.
CITY OF PORT MOODY
LICENCE PLAN No. 2021-092
SHEET 1 of 1