



City of Richmond

Report to Committee

TO PWT July 18, 2012

To: Public Works and Transportation Committee

Date: June 27, 2012

From: Tom Stewart,
Director, Public Works Operations

File:

Re: City Infrastructure Protocol Agreement and Canada Line Richmond Access Agreement Amendment No. 3

Staff Recommendations

1. That the City enter into the following attached agreements:
 - (a) the City Infrastructure Protocol Agreement dated for reference May 1, 2011 between the City of Richmond, South Coast British Columbia Transportation Authority and Intransit BC Limited Partnership; and
 - (b) the Canada Line Richmond Access Agreement Amendment No. 3 made as of August 12, 2009 between the City of Richmond and the South Coast British Columbia Transportation Authority; and
2. That the Mayor and City Clerk be authorized to execute the above-mentioned agreements on the City's behalf.

Tom Stewart, AScT
Director, Public Works Operations
(604-233-3301)
Att. 2

REPORT CONCURRENCE			
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER	
Law Parks, Recreation and Cultural Services	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>		
REVIEWED BY SMT SUBCOMMITTEE	INITIALS: 	REVIEWED BY CAO	INITIALS:

Staff Report

Origin

At the Regular Council Meeting of March 29, 2005, Council endorsed the signing of the Richmond Airport Vancouver Rapid Transit Line Richmond Access Agreement. This agreement provided Canada Line Rapid Transit Inc. ("CLCO") exclusive possession of the System Required Lands for the operation of the Richmond portion of the RAV Line and granted the City certain rights to install, operate and maintain City infrastructure within the System Required Lands and on the RAV line infrastructure. This agreement was subsequently supplemented and amended (collectively, the "Richmond Access Agreement").

Effective August 12, 2009, CLCO transferred all of its right, title, and interest in and to the Richmond Access Agreement to the South Coast British Columbia Transportation Authority ("Translink").

Translink then entered into a separate agreement entitled the Amended and Restated RAV Concession Agreement ("Concession Agreement"), with Intransit BC Limited Partnership ("Intransit BC"). This agreement dealt with the design, construction, operation and maintenance of the System.

Pursuant to an assignment agreement entitled "COR Assignment Agreement", certain rights and benefits of TransLink under the Richmond Access Agreement were assigned or sub-licensed to IntransitBC, including with respect to City infrastructure for the duration of the term of the Concession Agreement.

Pursuant to an assumption agreement entitled "Concessionaire Assumption Agreement", Intransit BC assumed certain obligations and liabilities of TransLink under the Richmond Access Agreement, including with respect to City infrastructure, for the duration of the term of the Concession Agreement.

Purpose

The purpose of this staff report is to recommend that the following two agreements be signed by the Mayor and City Clerk:

1. City Infrastructure Protocol Agreement, and
2. Canada Line Richmond Access Agreement Amendment No 3.

Analysis

Canada Line Richmond Access Agreement Amendment No. 3

The proposed Canada Line Richmond Access Agreement Amendment No. 3 (**attachment 1**) does not replace the Richmond Access Agreement but amends it by identifying deletions or additions to the System Required Lands referred to in the Richmond Access Agreement. These changes are required because of minor alignment or location changes that occurred to

accommodate construction of the Canada Line. These outstanding land issues were tracked by staff during construction while CLCO was dissolved and the responsibilities were transferred to a new group at Translink. It is consistent with the intent of the Richmond Access Agreement that was previously endorsed by Council. Staff recommend the proposed agreement be executed by the Mayor and City Clerk on the City's behalf.

City Infrastructure Protocol Agreement

The recent public art and decorative lighting installations were challenged by Translink given they were not permitted within the context of the original agreements. As such, Staff have been extensively involved in the development of the City Infrastructure Protocol Agreement (**attachment 2**) and are in agreement with its terms. The purpose of the City Infrastructure Protocol Agreement is to provide supplemental guidance only to the application of the Richmond Access Agreement, the Assignment Agreement and the Assumption Agreement and not to amend such agreements. Instead it sets out guidelines and requirements respecting the installation and maintenance of new or existing City owned infrastructure on the RAV System Required Lands or RAV infrastructure. It is consistent with the intent of the Richmond Access Agreement that was previously endorsed by Council. Staff therefore recommend the proposed agreement be executed by the Mayor and City Clerk on the City's behalf.

Financial Impact

There is no direct financial impact from entering into these agreements. However, these agreements do provide a commitment by the City to pay nominal costs incurred by Translink or Intransit BC for any new design, installation, review, or maintenance of any City owned infrastructure on any System Required Lands or RAV infrastructure.

Conclusion

The proposed Richmond Access Agreement Amendment No. 3 between the City and Translink addresses any omissions to the System Required Lands identified in the Richmond Access Agreement.

The City Infrastructure Protocol Agreement between the City, Translink, and Intransit B.C. provides supplemental guidance to the application of the Access Agreement, the Assignment Agreement and the Assumption Agreement and does not amend such agreements. It establishes requirements regarding the installation of any City owned infrastructure on RAV system required lands or RAV infrastructure.

The terms and conditions of the proposed agreements sufficiently protect the City's interests.



Tom Stewart,
Director, Public Works Operations
(604-233-3301)

CANADA LINE
RICHMOND ACCESS AGREEMENT
AMENDMENT NO. 3

This Agreement is made as of August 12, 2009 (the "**Amending Date**"):

BETWEEN:

CITY OF RICHMOND
6911 No. 3 Road
Richmond, British Columbia V6Y 2C4

(the "**City**")

AND:

SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY
1600 - 4720 Kingsway
Vancouver, British Columbia V5H 4N2

("TransLink")

RECITALS:

- A. The City, Canada Line Rapid Transit Inc. ("**CLCO**") and TransLink entered into the Access Agreement in respect of, *inter alia*, the design, construction, operation and maintenance of the Richmond Segment of the Project, which agreement has been subsequently supplemented and amended by the parties;
- B. Pursuant to the Access Agreement, the City granted to CLCO the exclusive possession of the System-Required Lands as required for the operation of the System;
- C. Effective August 12, 2009, CLCO transferred all of its right, title and interest in and to the Access Agreement to TransLink;
- D. TransLink has requested the City, and the City has agreed to include certain Additional Lands and other lands, which are not Additional Lands but are owned or controlled by the City, as System-Required Lands in accordance with Sections 2.7 and 2.8 of the Access Agreement; and
- E. The parties have further agreed to consolidate the System Required Lands added to the Access Agreement by the agreement entitled *Amendment No. 1 Richmond • Airport • Vancouver Rapid Transit Line Richmond Access Agreement* dated October 1, 2007 into this Agreement.

NOW THEREFORE in consideration of their mutual promises and other good and valuable consideration (the receipt and sufficiency whereof is acknowledged), the parties hereto agree, each with the other, as follows:

1.0 INTERPRETATION

- 1.1 Capitalized terms used in this Agreement will have the meanings ascribed to such terms in the Access Agreement, unless such terms are specifically defined in this Agreement or the context of their use requires otherwise.
- 1.2 In this Agreement, the following definitions apply:
- (a) "**Access Agreement**" means the agreement entitled "*Richmond • Airport • Vancouver Rapid Transit Line Richmond Access Agreement*" dated November 30, 2004, as supplemented and amended by:
 - (i) the agreement entitled "*Cable Agreement (Richmond)*" effective July 29, 2005; and
 - (ii) the agreement entitled "*Canada Line Richmond Access Agreement Amendment No. 2*" in respect of fibre optic cable effective May 4, 2009;
 but expressly excluding this Agreement;
 - (b) "**Additional System-Required Lands**" has the meaning ascribed to that term in section 2.1(a);
 - (c) "**Agreement**" means this agreement;
 - (d) "**Amending Date**" has the meaning ascribed to that term on page 1 of this Agreement; and
 - (e) "**Amendment #1**" means the agreement entitled "*Amendment No. 1 Richmond • Airport • Vancouver Rapid Transit Line Richmond Access Agreement*" dated October 1, 2007.

2.0 AMENDMENTS TO THE ACCESS AGREEMENT

- 2.1 The City and TransLink agree the Access Agreement is hereby further amended effective the Amending Date by:
- (a) adding as System-Required Lands the City's right, title and interest in the lands and premises, or the City's interests therein (as the context requires), which are described in Exhibit "A" attached hereto (the "**Additional System-Required Lands**");
 - (b) deleting Schedule B.1 to the Access Agreement in its entirety and substituting therefore the pages attached hereto as Exhibit "B".
- 2.2 The City and TransLink agree:
- (a) the terms "*System-Required Lands*" and "*Project-Required Lands*", as defined in the Access Agreement, will be read to include the Additional System-Required Lands; and
 - (b) for the purposes of the Access Agreement, and in particular but without limitation for the purposes of Section 10.1 therein, any activities and/or work performed in respect of the Additional System-Required Lands will, in all respects, be read and

interpreted to be activities and/or work performed or to be performed in furtherance of the "*Project*" and the "*System*", as those terms are defined in the Access Agreement,

and the Access Agreement will, in all respects, be read and interpreted accordingly.

- 2.3 As a result of incorporating the additional lands added as System-Required Lands to the Access Agreement by Amendment #1 into this Agreement, the parties further agree that Amendment #1 is hereby rescinded and, as of the Amending Date, of no force and effect.

3.0 GENERAL PROVISIONS

- 3.1 This Agreement will take effect as of the Amending Date.
- 3.2 The parties agree that, as of the Amending Date, the Access Agreement will be read and construed together with this Agreement, and the Access Agreement, together with this Agreement, will continue in full force and effect for the remainder of the Term.
- 3.3 The parties acknowledge this Agreement, as applicable, will extend to, be binding upon, and enure to the benefit of each of the parties and their respective successors and permitted assigns.
- 3.4 This Agreement may be executed and delivered by execution and hand delivery of an original copy or by delivery by facsimile or similar verifiable electronic transmission with an original copy to follow by courier and in counterparts and, when each party has executed a counterpart, each of such counterparts will be deemed to be an original and all such counterparts, when taken together, will constitute one and the same agreement, and upon such execution and delivery to each of the other parties, this Agreement will be legally binding on all parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, all with effect as of the Amending Date.

CITY OF RICHMOND

**SOUTH COAST BRITISH COLUMBIA
TRANSPORTATION AUTHORITY**

Per: _____

Per: _____

Per: _____

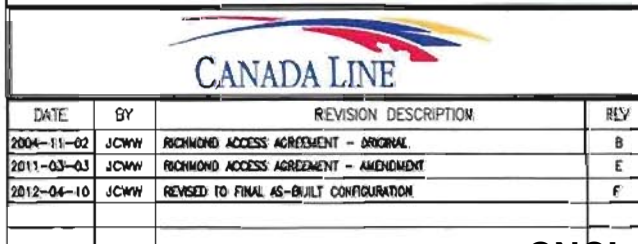
EXHIBIT "A"

ADDITIONAL SYSTEM-REQUIRED LANDS

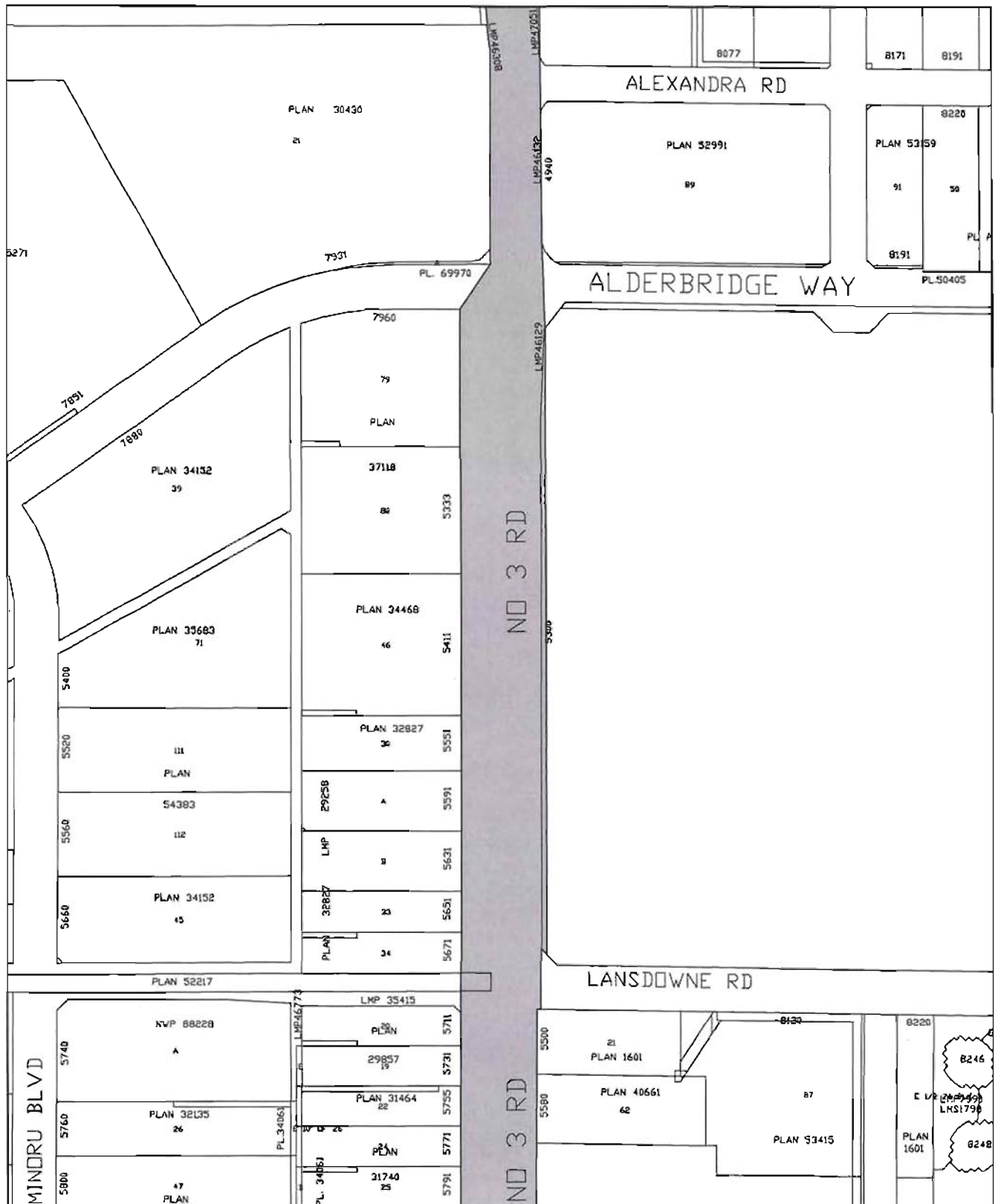
Reference	Sheet	Property	PID
(as shown in attached Exhibit B, being an amendment to Schedule B.1 of Access Agreement)			
A	1	Westminster Highway east of No. 3 Road	Untitled Road
B	1	8068 Westminster Highway (formerly known as 6040 No. 3 Road)	SRW #BB517545 (Plan BCP30773) charging Common Property BCS3778
C	1	No. 3 Road west of 6188 No. 3 Road (currently known as 6180 and 6280 No. 3 Road), subject to City receiving this portion of property as dedicated road (per DP 11-584010)	Future Untitled Road
D	1	6300 No. 3 Road, subject to the City receiving title to the property or a dedication of the relevant portion as road	Future City property or Untitled Road
E	4	Cambie Road east of No. 3 Road	Untitled Road
F	4	Capstan Way southeast of No. 3 Road	Untitled Road
G	5	Sea Island Way east of No. 3 Road	Untitled Road
H	5	Bridgeport Road west of No. 3 Road	Untitled Road
I	6	Great Canadian Way between Van Horne Way and River Road	Untitled Road
J	6	Great Canadian Way between Van Horne Way and River Road	Untitled Road
K	7	River Road west of No. 4 Road	Untitled Road
L	7	River Drive north of Van Horne Way	Untitled Road
M	8	Grauer Road	Untitled Road


EXHIBIT "B"

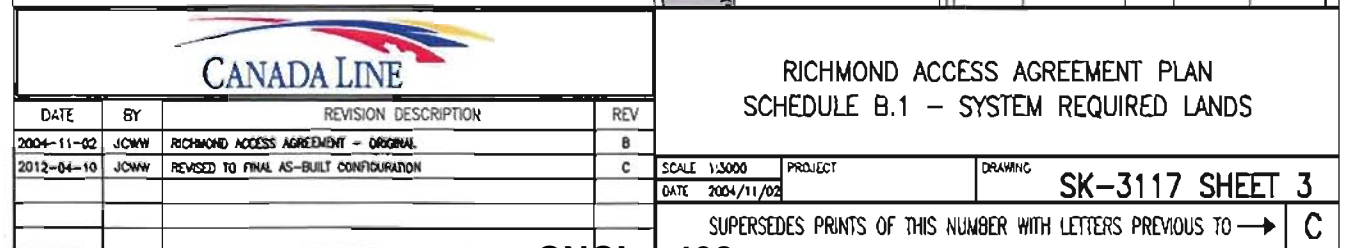
***[Replacement pages for Schedule B.1 Plans and Legal Description of System-Required
Lands - attached]***

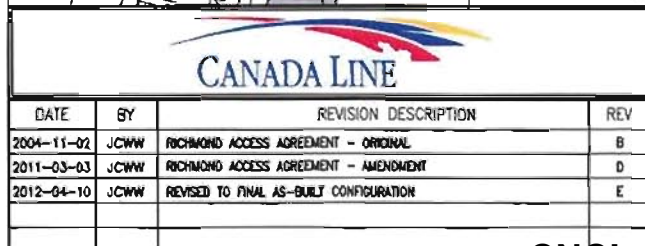


SCALE 1:3000	PROJECT	DRAWING AMENDED	SK-3117 SHEET 1
DATE 2004/11/03			
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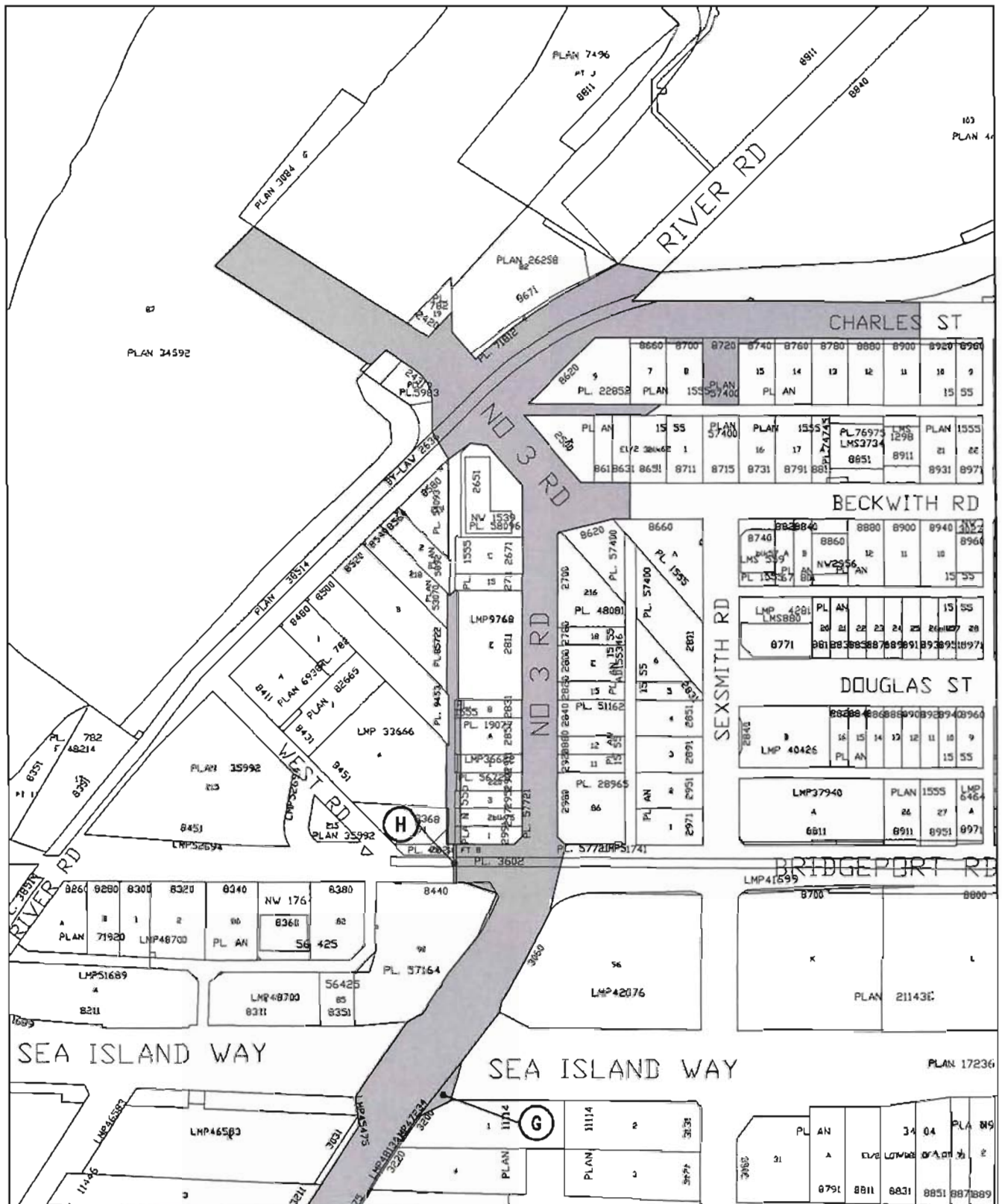


 CANADA LINE					RICHMOND ACCESS AGREEMENT PLAN SCHEDULE B.1 – SYSTEM REQUIRED LANDS		
DATE	BY	REVISION DESCRIPTION		REV	SCALE 1:3000	PROJECT	DRAWING
2004-11-02	JCWV	RICHMOND ACCESS AGREEMENT – ORIGINAL		B	DATE 2004/11/02		SK-3117 SHEET 2
2012-04-10	JCWV	REVISED TO FINAL AS-BUILT CONFIGURATION		C			
					SUPERSEDES PRINTS OF THIS NUMBER WITH LETTERS PREVIOUS TO → C		





SCALE 1:3000	PROJECT	DRAWING AMENDED SK-3117 SHEET 4
DATE 2004/11/02		
SUPERSEDES PRINTS OF THIS NUMBER WITH LETTERS PREVIOUS TO →		E



CANADA LINE

DATE	BY	REVISION DESCRIPTION	REV
2004-11-02	JCWW	RICHMOND ACCESS AGREEMENT - ORIGINAL	B
2011-03-03	JCWW	RICHMOND ACCESS AGREEMENT - AMENDMENT	E
2012-04-10	JCWW	REVISED TO FINAL AS-BUILT CONFIGURATION	F

RICHMOND ACCESS AGREEMENT PLAN SCHEDULE B.1 - SYSTEM REQUIRED LANDS

SCALE 1:3000
DATE 2004/11/02

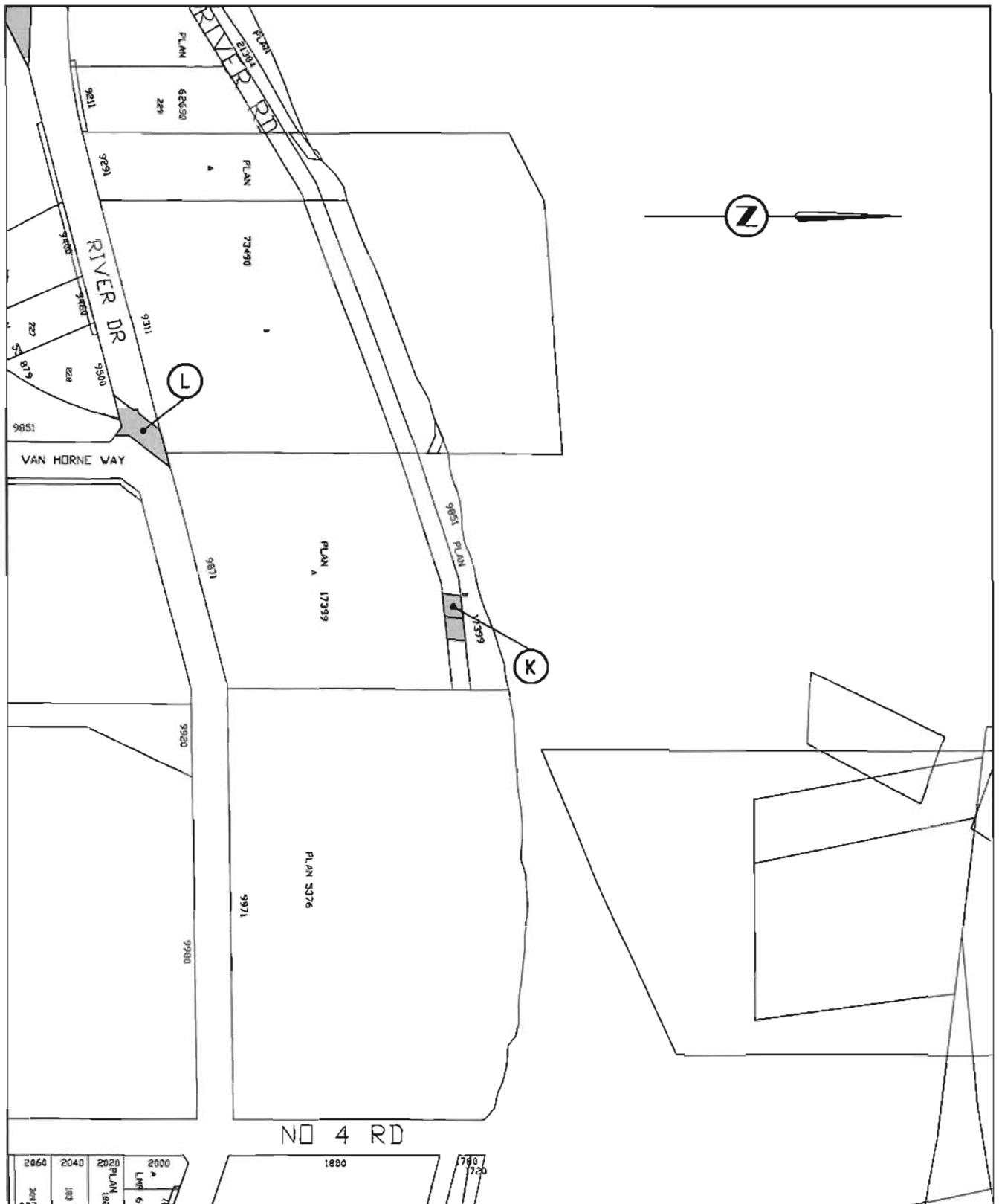
PROJECT

DRAWING
AMENDED

SK-3117 SHEET 5

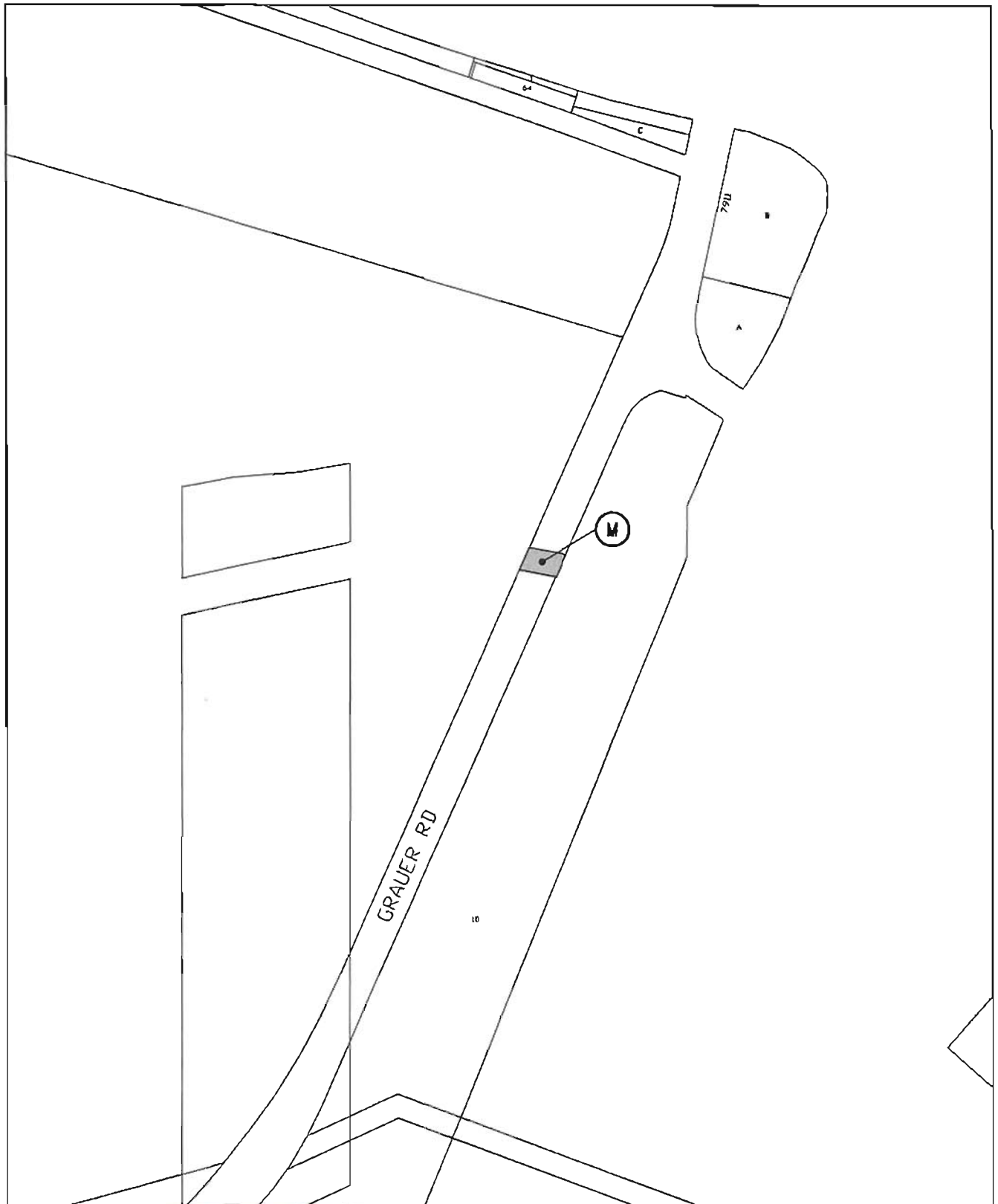
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CNCL - 410



CANADA LINE			
DATE	BY	REVISION DESCRIPTION	REV
2004-11-02	JCW	RICHMOND ACCESS AGREEMENT - ORIGINAL	B
2011-03-03	JCW	RICHMOND ACCESS AGREEMENT - AMENDMENT	E
2012-04-10	JCW	REVISED TO FINAL AS-BUILT CONFIGURATION	F

RICHMOND ACCESS AGREEMENT PLAN SCHEDULE B.1 - SYSTEM REQUIRED LANDS			
SCALE 1:3000	PROJECT	DRAWING	AMENDED
DATE 2004/11/02			
SUPERSEDES PRINTS OF THIS NUMBER WITH LETTERS PREVIOUS TO →			F



DATE	BY	REVISION DESCRIPTION	REV
2004-11-02	JCWH	RICHMOND ACCESS AGREEMENT - ORIGINAL	B
2011-03-03	JCWH	RICHMOND ACCESS AGREEMENT - AMENDMENT	D
2012-04-10	JCWH	REVISED TO FINAL AS-BUILT CONFIGURATION	E

RICHMOND ACCESS AGREEMENT PLAN
SCHEDULE B.1 - SYSTEM REQUIRED LANDS
(GRAUER ROAD ON SEA ISLAND)

SCALE 1:3000	PROJECT	DRAWING AMENDED
DATE 2004/11/02	SK-3117 SHEET 8	
SUPERSEDES PRINTS OF THIS NUMBER WITH LETTERS PREVIOUS TO → E		

Legal Descriptions
Richmond Access Agreement Plan
Schedule B.1 – System Required Lands

Sheet No.	Civic	Legal & PID	Existing Use
1	8068 Westminster Highway (formerly known as 6040 No. 3 Road)	SRW #BB517545 (Plan BCP30773) charging the Common Property of Strata Plan BCS3778	Commercial/ Residential Strata Building
1	6300 No. 3 Road, subject to the City receiving title to the property	Southwest corner of North 86.1 Feet Lot 1 Section 9 Block 4 North Range 6 West NWD Plan 7188 (PID 004-199-235), subject to City receiving title to property or a dedication of relevant portion as road	Utility
5	8720 Charles Street	Parcel "A" (Bylaw Plan 57400) Section 21 Block 5 North Range 6 West as dedicated on road NWD Plan 1555 (PID 000-540-153)	Vacant Land
8	Portion of Westerly 22 feet of Grauer Road, Sea Island	Bylaw 870, Filing 23134 of "No. 13 Road Widening Bylaw, 1941"	Road allowance

CITY INFRASTRUCTURE PROTOCOL

This Protocol, dated for reference May 1, 2011 (the "**Reference Date**"), but having effect as of the Effective Date of the Access Agreement (the "**Effective Date**") made:

AMONG:

CITY OF RICHMOND

6911 No. 3 Road, Richmond, BC V6Y 2C1

(the "**City**")

AND:

SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY

1600 - 4720 Kingsway, Vancouver, British Columbia V5H 4N2

(the "**TransLink**")

AND:

INTRANSIT BC LIMITED PARTNERSHIP

1212 – 750 West Pender Street, Vancouver, BC V6C 2T8

(the "**Concessionaire**")

RECITALS:

- A. The City and TransLink (as assignee from Canada Line Rapid Transit Inc. ("**CLCO**")) entered into an agreement entitled "*Richmond • Airport • Vancouver Rapid Transit Line Richmond Access Agreement*" as assigned, and as amended from time to time (collectively, the "**Access Agreement**"), under which, among other things, TransLink acquired exclusive possession of the System-Required Lands for the operation of the Richmond Segment of the System and the City was granted certain rights to install, operate and maintain City Infrastructure within the System Required Lands and on RAV Infrastructure;
- B. The Concessionaire and TransLink (as assignee from CLCO) entered into an agreement entitled "*Amended and Restated RAV Concession Agreement*" as assigned, and as amended from time to time (collectively, the "**Concession Agreement**") in respect of, *inter alia*, the design, construction, operation and maintenance of the System;
- C. Pursuant to an assignment agreement entitled "*COR Assignment Agreement*" as assigned, and as amended from time to time (collectively referred to as the "**Assignment Agreement**") certain rights and benefits of TransLink (as assignee from CLCO) under the Access Agreement were assigned or sub-licensed to the Concessionaire, including with respect to City Infrastructure, for the duration of the term of the Concession Agreement;

- D. Pursuant to an assumption agreement entitled "*Concessionaire Assumption Agreement*" as assigned, and as amended from time to time (collectively, the "**Assumption Agreement**") the Concessionaire assumed certain obligations and liabilities of TransLink (as assignee from CLCO) under the Access Agreement, including with respect to City Infrastructure, for the duration of the Concession Agreement;
- E. The parties have agreed to establish processes and protocols with respect to the installation and maintenance of City Infrastructure within System Required Lands and on RAV Infrastructure to supplement the provisions of the Access Agreement, the Assignment Agreement and the Assumption Agreement and to establish procedures to facilitate approval processes and to manage the obligations of the parties under the Access Agreement, the Assignment Agreement and the Assumption Agreement; and
- F. It is not the intention of the parties that the provisions of this Protocol amend the Access Agreement, the Assignment Agreement or the Assumption Agreement, but to provide supplemental guidance thereto.
- G. It is the intention of the parties that the provisions of this Protocol will apply during the term of the Concession Agreement and, as between TransLink and the City, following the expiration or early termination of the Concession Agreement.

NOW THEREFORE in consideration of their mutual promises and other good and valuable consideration (the receipt and sufficiency whereof is acknowledged by each of the parties), the parties hereto agree as follows:

1.0 INTERPRETATION

1.1 *Definitions* - Capitalized terms used in this Protocol will have the meanings ascribed to such terms in the Access Agreement, the Assignment Agreement or the Assumption Agreement, as the case may be, unless such terms are specifically defined in this Agreement or the context of their use requires otherwise.

2.0 TERM AND PARTIES

2.1 *Term* - This Protocol becomes effective as of the Effective Date and will apply as between TransLink, the City and the Concessionaire during the term of the Concession Agreement, and as between the City and TransLink (or any subsequent concessionaire who has entered into an assumption agreement with the City) following the expiration or early termination of the Concession Agreement for the term of the Access Agreement.

2.2 *Parties upon Termination of Concession Agreement* - From and after the expiration or termination of the Concession Agreement, all references to the Concessionaire, as the context so requires, will be read and construed as references to TransLink or any subsequent concessionaire, as the case may be, save and except as to any indemnities or with respect to any claims, which arose prior to the expiration or termination of the Concession Agreement, which will survive the expiration or termination of the Concession Agreement.

3.0 DESIGN, INSTALLATION AND REMOVAL OF CITY INFRASTRUCTURE

3.1 *General* - The parties agree to abide by the provisions of section 3.4(c) of the Access Agreement with respect to City Infrastructure in or on System-Required Lands.

3.2 *Responsibility for Infrastructure Work* – In accordance with, and in no way limiting the generality of section 7.14 of the Access Agreement, the City is solely responsible for the installation of City Infrastructure on RAV Infrastructure, including, without limitation:

- (a) the planning, design, procurement, construction, installation, inspection, maintenance, cleaning, modification, replacement and removal of any City Infrastructure;
- (b) the maintenance, repair and cleaning of RAV Infrastructure where such work is necessitated by the presence of City Infrastructure thereon;
- (c) the provision of any power supply or other utility service required for the City Infrastructure from a source independent of the RAV Infrastructure; and
- (d) the management of vegetation planted or maintained by the City, including to ensure the vegetation remains at all times outside a one metre envelope surrounding the Guideway spans and Vehicle dynamic envelope; and
- (e) payment of any associated Reasonable Costs of TransLink and the Concessionaire.

3.3 *Payment of Costs* - Unless otherwise provided in this Protocol, the Access Agreement or the Assumption Agreement, the City will remit any payments required to be made to the Concessionaire or TransLink within 45 days of the date it receives each invoice.

3.4 *No Adverse Impact* – Subject always to the provisions of sections 6.4, 7.14 and 7.15 of the Access Agreement, the ability of the City to install and maintain City Infrastructure, including signage, on RAV Infrastructure or on the System Required Lands, will be subject to the Concessionaire being satisfied that such installation:

- (a) whenever possible, avoids direct attachment or fixation to the RAV Infrastructure;
- (b) does not interfere with or otherwise affect the safety or integrity of the RAV Infrastructure;
- (c) does not interfere with or otherwise affect access to or use of the RAV Infrastructure or the System Required Lands;
- (d) does not impact the orderly operation of the System;
- (e) does not endanger the life or safety of any person or cause damage to property;
- (f) does not restrict access to the RAV Infrastructure, including for the purposes of inspection, operation, maintenance, repair or replacement; and
- (g) is not capable of installation elsewhere with comparable convenience or amenity.

3.5 *Installation Prerequisites* - Prior to any installation, the City will:

- (a) obtain the Concessionaire's approval for such installation (which will not be unreasonably withheld or delayed) and comply with any conditions reasonably imposed by the Concessionaire as a condition of such approval; and
- (b) agree to pay the Concessionaire's Reasonable Costs, which payment will be made in accordance with Section 3.3 of this Protocol.

3.6 Requests for Approval - When requesting approval for installation of City Infrastructure, the City will deliver to the Concessionaire:

- (a) details of the proposed installation, including detailed plans and specifications;
- (b) documentation addressing the requirements set out in section 3.4 of this Protocol;
- (c) where the installation contemplates affixation to RAV Infrastructure, a technical analysis verifying the installation will not damage, weaken, compromise or denigrate the structural integrity or surface quality of the RAV Infrastructure;
- (d) any other documents and information reasonably requested by the Concessionaire.

3.7 Effect of Approval – If the Concessionaire determines the proposed installation meets the requirements set out in section 3.4 of this Protocol, then, upon receipt of written approval from the Concessionaire, the City may proceed with the installation of the City Infrastructure in accordance with applicable Law and in a manner consistent with the information provided to the Concessionaire and in accordance with any conditions reasonably imposed by the Concessionaire as a condition of such approval. The Concessionaire reserves the right to independently monitor any City work associated with installation of the City Infrastructure on RAV Infrastructure, with any costs associated with such independent monitoring to be included as part of the Concessionaire's Reasonable Costs.

3.8 Lack of Approval – If the Concessionaire determines the proposed installation of City Infrastructure does not meet the requirements set out in section 3.4 of this Protocol, the Concessionaire shall provide written notice to the City identifying the Concessionaire's concerns. The Concessionaire and the City will work co-operatively to identify alternatives, including an alternate location or modifications to the design and plans, in order to reasonably accommodate the City's objectives.

4.0 LIABILITY AND INDEMNIFICATION

4.1 No Release – Receipt of approval for installation will not relieve the City of its liability with respect to, or responsibility for, any claims related to such City Infrastructure, including any claims by the Concessionaire or TransLink.

4.2 Indemnification - Nothing in this Protocol restricts or modifies any indemnities granted by any party to the other in the Access Agreement, the Assignment Agreement or the Assumption Agreement, including but not limited to the indemnities granted by the City under Sections 3.4(d) and 7.14(c) of the Access Agreement.

5.0 APPROVAL FOR PRIOR INSTALLATIONS

5.1 Approval and Acknowledgement – The parties acknowledge that City Infrastructure, including signage, has been installed on RAV Infrastructure or on the System Required Lands after the Effective Date but prior to the Reference Date without strict compliance by the City to the provisions of this Protocol, including the requirement to first obtain the Concessionaire's approval for such installation. Despite the foregoing, the Concessionaire hereby approves the installation of the City Infrastructure listed on Schedule A, attached hereto, that has been installed prior to the Reference Date, such approval having the same effect as if given prior to the installation of the City Infrastructure, and such approval in no way relieving the City of its obligations with respect to City Infrastructure (as more specifically set out in sections 3.2 of this Protocol) or any liability with respect to, or responsibility for, any claims related to such City Infrastructure, including any claims by the Concessionaire or TransLink.

IN WITNESS WHEREOF, this Protocol has been executed by the parties hereto as of the Reference Date, all with effect as of the Effective Date.

**SOUTH COAST BRITISH COLUMBIA
TRANSPORTATION AUTHORITY**

**INTRANSIT BC LIMITED PARTNERSHIP, by
its General Partner, INTRANSIT BRITISH
COLUMBIA GP LTD.**

Signature

Name:

Title:

Signature

Name: Doug Allen

Title: President

CITY OF RICHMOND

Signature

Name:

Title:

Signature

Name:

Title:

Schedule A
Approved City Infrastructure Installed Within System-Required Lands

1. Greenscreen column enclosures installed on or around Canada Line guideway columns from the southern terminus of the Canada Line to and including the first column north of Capstan Way; and
2. Traffic light mounting brackets, associated conduits and electrical utility fixtures affixed to the Canada Line guideway structures; and
3. Poles supporting street lamps, pedestrian crossing signals or City signage that extend within the one metre buffer of System-Required Lands around RAV Infrastructure; and
4. Lighting fixtures and associated conduits, cabling, electrical utility fixtures, power supplies and fastenings for both decorative and illuminative lighting affixed to or installed around Canada Line columns and guideway between Lansdowne Station and Alderbridge Way; and
5. Three public art enclosures installed on or around Canada Line guideway columns in the vicinity of Richmond-Brighouse, Lansdowne and Aberdeen Stations, provided that, within one year of the Reference Date, the City shall re-locate and re-install the public art enclosures to the following Canada Line guideway column numbers:
 - (a) R27a (the northeast platform support column at Lansdowne Station);
 - (b) R27b (the northwest platform support column at Lansdowne Station); and
 - (c) R57a (the southeast platform support column at Aberdeen Station)