

MEMORANDUM OF UNDERSTANDING
Stewardship Hotel Lake Park
Pender Harbour Living Heritage Society

This Memorandum of Understanding dated for reference the 31st day of July, 2019.

BETWEEN:

SUNSHINE COAST REGIONAL DISTRICT
1975 Field Rd.
Sechelt, British Columbia
V0N 3A1

(the "**Regional District**")

AND:

THE PENDER HARBOUR LIVING HERITAGE SOCIETY
Box 130 4334 IRVING LANDING RD J.M. [Signature]
Garden Bay, British Columbia
V0N 1S0

(the "**Society**")

(collectively called the "**Parties**")

WHEREAS:

- A) The Regional District and the Society are incorporated bodies with a mutual interest in cooperating in the construction and operation of park facilities on lands legally described as Park dedication on Plan BCP33394, District Lot 1543, shown on Schedule "A" attached (the "**Lands**") known as Hotel Lake Park;
- B) The Regional District owns and operates community parks and may enter into related stewardship agreements or MOUs with third parties for mutual benefit;
- C) The Society has secured resources and wishes to commence Works at Hotel Lake Park upon confirmation that all relevant regulations have been satisfied, and design plans have been agreed upon by The Parties.

The Parties now wish to record in a Memorandum of Understanding their understandings regarding their desire to work cooperatively to make identified improvements to Hotel Lake Park.

NOW THEREFORE, in consideration of the mutual promises set out herein, the Parties hereto agree as follows:

Purposes

1. The Regional District and the Society shall cooperate with each other and execute all such further documents and provide such further assurances as may be necessary to comply with the spirit and intent of this Memorandum of Understanding.

2. The purpose of this Memorandum of Understanding is to record the intent of the parties to work towards improvement of Hotel Lake Park to add parkland amenities that will be valued by the community.

Obligations of the Parties

3. The Regional District agrees to provide use of the Lands for the Hotel Lake parkland improvements subject to the approval of the SCRD General Manager of Planning and Community Development and subject to the required development permits and conforming to Provincial regulations.

4. The Society, at its sole cost, will install and maintain for five years, with term to be extended if mutually agreed:

- Safe access to Hotel Lake for mobility challenged and other users of the park.
- Informational and other signage.
- Picnic shelter.
- Infrastructure and access for non-power boating.

5. The Society will provide detailed designs for trail, dock, signage and picnic shelter to the Regional District for approval prior to commencing on-site work.

6. The Society shall ensure that its members or contractors carry out the Works in an appropriate manner in order to cause no damage, nuisance or disturbance to the park.

7. The Society will abide by and comply, at its own expense, with all laws, rules and regulations of all levels of government or other authority which in any way relate to or affect the use of the Lands and shall take necessary steps to ensure the safety of the public by preventing entry to construction sites.

8. Upon conclusion, or in the event of termination of agreement, the Society will remove any improvements and return the site to original condition, at their cost.

Indemnity

9. The Society covenants and agrees to indemnify and save harmless the Regional District, its elected officials, officers, employees, agents, successors and assigns, from and against all actions or causes of actions, liabilities, claims, damages or expenses arising or resulting from the Society carrying out the Works on the Lands, including but not limited to any act or neglect of the Society or its contractors, officers, employees, agents, invitees or licensees in and about the Lands or arising out of any breach, violation, non-performance by them of any provision of this Memorandum of Understanding, including liability for injuries or damage to persons or property of the Regional District's contractors, officers, employees, agents, invitees or licensees.

Insurance

10. The Society shall, prior to commencing the Works, provide and maintain comprehensive general liability insurance respecting the Society's use and occupation of the Lands and carrying out of the Works, in a form acceptable to the Regional District, subject to limits of liability of not less than Two Million Dollars (\$2,000,000.00) inclusive, per occurrence, for bodily injury, death or damage to property, including loss of use thereof, and such insurance shall contain a severability of interests or cross liability clause, list the District as an additional insured and provide that such policy may not be terminated or discontinued without first providing the Regional District with 10 days written notice of such termination or discontinuance.

Term

11. The term of this agreement is until December 31, 2024 to install and maintain improvements.

Renewal

12. Upon conclusion of the term of this agreement, the parties may negotiate a longer term stewardship agreement provided the Society takes responsibility for maintenance of the improvements they provide.

Termination

13. This agreement may be terminated by either party upon 30 days' written notice.

Dispute Resolution

14. In the event of a dispute between the parties arising out of or in connection with this Memorandum of Understanding, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through collaborative negotiation within 30 business days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society;
- (c) if the dispute is not resolved through mediation within 60 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the Commercial Arbitration Act.

15. Unless the parties otherwise agree in writing, an arbitration or mediation under section 12 will be held in Vancouver, British Columbia.

IN WITNESS WHEREOF the Corporate Seal of the **Sunshine Coast Regional District** was hereunto affixed in the presence of:



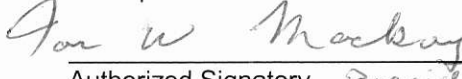
 CHAIR




 CORPORATE OFFICER

C/S

IN WITNESS WHEREOF the Corporate Seal of the **Living Heritage Society** was hereunto affixed in the presence of:

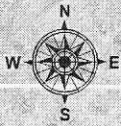


 Authorized Signatory *President P.H.L.H.S.*



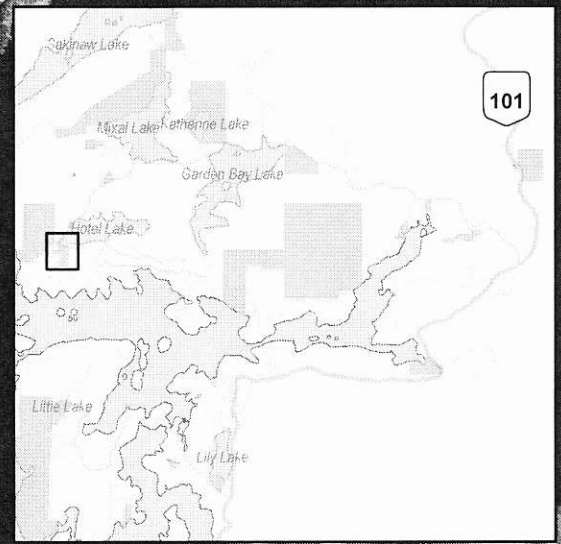
 Authorized Signatory *Director*

C/S



PENDER HILL
PARK

4361
Irvines Landing Rd
4505
PARK



4319

Irvines Landing Rd

4320

4334

PARK

4510

Hotel Lake Rd

4553

Pender Landing Rd

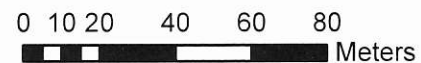
PARK

Legend

-  Parcels
-  Parks
-  Statutory Right of Way (utilities)



Schedule A - Hotel Lake Park



This information has been compiled by the Sunshine Coast Regional District (SCRD) using data derived from a number of sources with varying levels of accuracy. The SCR D disclaims all responsibility for the accuracy or completeness of this information.

Date: 5/22/2019