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Commercial in Confidence Execution

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### PART 1 TERMS AFFECTING ACCESS TO PROJECT SITE

#### 1.1 Conditions of Access

The access to the Project Site granted to Project Co in Section 2.5 [Access to and Responsibility for Project Site] and the rights of Project Co thereunder are subject to all terms, conditions and limitations set out in this Schedule (collectively, the "Conditions of Access"), including the following:

- (a) all rights of public passage or access existing over all or any part of the Project Site and the Project Infrastructure from time to time;
- (b) the rights of the public and users to use all or any part of the Project Facilities and any other private and public roads or highways;
- (c) the rights of access referred to in Section 4.6 [Public Use] and 4.7 [Access to Project Site and Project Infrastructure by Others];
- (d) the rights of the Province and any Governmental Authority with respect to the Project Site or parts thereof provided for elsewhere in this Agreement including Part 11 [Province's Access, Monitoring and Step-In Rights];
- (e) in the case of any part of the Project Site that is Crown land, all rights over Crown land;
- (f) in the case of any part of the Project Site that is subject to the *Land Title Act* (British Columbia), any applicable exceptions to indefeasible title set out in section 23(2) thereof;
- (g) the terms and conditions of the Project Site Agreements, including the Railway Agreements, and of any Land Rights comprising any part or parts of the Project Site;
- (h) the Project Site Encumbrances and the Utility Agreements; and
- (i) all Indigenous Requirements and Requirements of Interested Parties.

#### 1.2 Lands Not Yet Acquired

- (a) Project Co acknowledges that as at the date of this Agreement neither the Province nor BCTFA owns all of the lands and Land Rights that will comprise the Project Lands, and that some of the lands that will comprise the Project Lands are to be acquired by the Province or BCTFA after the date hereof, after which they will be made available to Project Co and will, for the purposes of this Agreement, form part of the Project Lands, all subject to the terms and conditions of this Agreement.
- (b) Project Co will provide such information and documentation and such administrative assistance as may be requested by the Province and as Project Co may reasonably be able to provide, to assist the Province or BCTFA in completing the acquisition in respect of any Project Lands. The Province shall reimburse Project Co for the reasonable costs incurred by Project Co in providing such information, documentation and assistance to the Province.

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#### 1.3 Commencement of Access to Project Site

The access to the Project Site granted to Project Co in Section 2.5 [Access to and Responsibility for the Project Site] shall commence, and the Province shall make the relevant lands available to Project Co for the purposes of this Agreement and the Project Work as follows:

- (a) in the case of Project Lands or Temporary Lands (or Land Rights therein) owned by or vested in the Province or BCTFA as of the Effective Date, on the Effective Date; and
- (b) without prejudice to the Province's obligations under Section 2.1 [Handover of Lands] of this Schedule and Project Co's rights in respect of any breach thereof, in the case of any parcel of Project Lands or Temporary Lands (or Land Rights therein) not owned by or vested in the Province or BCTFA as of the Effective Date, on the date specified by the Province in a notice of entry with respect to such parcel, and if such date is before:
  - (i) the date that title to the parcel is acquired by and registered in the name of the Province or BCTFA, as the case may be; or
  - (ii) in the case of land established as a highway, the date that title to the parcel vests in the Province or BCTFA, as the case may be, as highway,

then until title to such parcel is registered in the name of the Province or BCTFA or vests in the Province or BCTFA, as the case may be, Project Co shall comply with and cause all Principal Contractors and Subcontractors to comply with any terms governing such entry specified in the notice of entry.

The Province will use all reasonable efforts to provide that each parcel of Project Lands will, when made available to Project Co in accordance with this Section 1.3, be a "highway" as defined by the *Transportation Act* (British Columbia).

#### 1.4 Termination of Access to Project Site

The access to the Project Site granted to Project Co in Section 2.5 [Access to and Responsibility for Project Site] shall terminate and expire (except to the extent necessary to enable Project Co to perform any obligations of Project Co under this Agreement required to be performed in consequence of or following the termination of this Agreement) as follows:

- (a) as to any Temporary Lands, on the date of expiration or termination of the Land Rights associated therewith, as contemplated in Section 1.8 [Temporary Lands] of this Schedule;
- (b) as to any Land Rights (other than fee simple interests) in any Project Lands, on the date of termination thereof; and
- (c) as to all other Project Lands, on the date of the occurrence of Substantial Completion in respect of the Relevant Components located thereon, or, if multiple Relevant Components are located thereon, on the date of the last occurrence of Substantial Completion in respect of such Relevant Components,

or, in each case, if earlier, the date on which the Province's rights of access to such part of the Project Site terminate as a result of any act or omission of, or breach in the performance or observance of, Project

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Co's obligations under this Agreement by Project Co or any person for whom Project Co is in law responsible, and in any event, notwithstanding the foregoing, the access to the Project Site granted to Project Co in Section 2.5 [Access to and Responsibility for Project Site] shall terminate and expire (except to the extent necessary to enable Project Co to perform any obligations of Project Co under this Agreement required to be performed in consequence of or following the termination of this Agreement) not later than the effective date of any termination of this Agreement.

#### 1.5 Limitations on Access to Project Site

In addition to and not in limitation of the other requirements in this Agreement, the following terms, conditions and limitations apply to the access to the Project Site granted to Project Co in Section 2.5 [Access to and Responsibility for Project Site]:

- (a) such access will subsist for the purposes of carrying out the Project Work and for no other purposes;
- (b) such access includes the right of Project Co to grant access to the Project Site, on the same terms and conditions and subject to the same terms, conditions and limitations as the access to the Project Site granted to Project Co in Section 2.5 [Access to and Responsibility for Project Site], for the purpose of carrying out the Project Work and for no other purpose;
- (c) no legal demise or other interest in land, and no interest in the Project Site or the Project Infrastructure thereon, or in any other land or improvements, is granted to Project Co, or created in favour of Project Co, by this Agreement;
- (d) such access is non-exclusive, and no right to exclusive possession of all or any part of the Project Site or the Project Infrastructure thereon is granted to Project Co; and
- (e) Project Co's rights are derived from and subject to the rights and interests of the Province and/or BCTFA in and to the Project Site (including under the Project Site Agreements) and are subject to the Conditions of Access.

#### 1.6 Special Use Restrictions

Without limiting the generality of Section 2.7 [Limited Use], or Section 1.5 [Limitations on Access to Project Site] of this Schedule, where any land or Land Rights forming part of the Project Site have been acquired or made available:

- (a) for any specific purpose pursuant to a Project Site Agreement, or a Compulsory Acquisition Order; or
- (b) subject to any restriction relating to the use of such land for any specific purpose;

Project Co shall not use such land or Land Rights other than for activities that are necessary for the achievement of such specific purpose, and the access to the Project Site granted to Project Co in Section 2.5 [Access to and Responsibility for Project Site] in respect of such land will be limited accordingly.

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#### 1.7 Boundaries Descriptions

Subject to Section 1.9 [Updating of Land Boundaries], the boundaries of the Project Lands are as reflected in the descriptions thereof in the Appendices to this Schedule and the Land Identification AutoCAD Drawings. The Land Identification AutoCAD Drawings, as updated in accordance with Section 1.9 [Updating of Land Boundaries] shall govern as to the delineation of the boundaries of the Project Lands. The Land Identification Sheets are for convenience of reference only and shall not determine or affect the rights and obligations of the parties. Project Co confirms that it is satisfied as to the adequacy and sufficiency of the descriptions of such boundaries for the purposes of the design of the New Project Infrastructure pursuant to the Project Requirements on the date of execution of this Agreement.

#### 1.8 Temporary Lands

Until such time as the Province gives Project Co notice of the expiry of the Land Rights associated with any Temporary Lands, and which notice shall not, unless otherwise specified on the Land Identification AutoCAD Drawings, take effect prior to the SC1 Substantial Completion Date, SC2 Substantial Completion Date or SC3 Substantial Completion Date, as applicable, such Temporary Lands shall form part of the Project Site for all purposes of this Agreement.

#### 1.9 Updating of Land Boundaries

The descriptions of the boundaries of the Project Lands in the Appendices to this Schedule and the Land Identification AutoCAD Drawings, will be revised as appropriate to reflect:

- (a) the actual boundaries of the Project Lands that are acquired by the Province or BCTFA after the Effective Date;
- (b) the removal from the Project Lands, prior to the Specified Handover Date thereof, of any parcel of land enumerated in rows 1 through 5 in Table A [Project Lands Exceptions] in Appendix A to this Schedule that will not contain any Project Infrastructure; and
- (c) any additional Land Rights actually acquired in connection with any Province Change or agreed Value Engineering Proposal,

and provided that no such revision of the boundaries of the Project Lands shall constitute a Change or a Compensation Event pursuant to subsection (a) of the definition of "Compensation Event" in Section 1.1 [Definitions] of Schedule 1. Project Co shall submit to the Province's Representative pursuant to the Consent Procedure the Land Identification AutoCAD Drawings, updated in accordance with the foregoing as required in accordance with Section 2.16 [Documentation for Ministry Jurisdictional Atlas] of Part 3 of Schedule 4, and otherwise upon the request of the Province.

#### 1.10 Access to and from Project Site

The Province shall at all reasonable times during the Term make available to Project Co reasonable access to and from the Project Site by means of right of passage across highways outside the Project Site for which the Province or BCTFA is the highway authority, but only to the extent necessary to enable Project Co to perform its obligations under this Agreement, subject to reasonable prior notice in writing being given by Project Co to the Province's Representative, and subject to all Laws including Laws applicable to the use of highways by the public generally. Project Co, in exercising such access,

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shall use all reasonable efforts to avoid or, if unavoidable, to minimize physical disruption to the operation of such highways and shall not cause any physical damage to such highways. The Province shall not be responsible for obtaining such access across any highway or road under the authority of a municipality or any highway authority other than the Province or BCTFA.

#### 1.11 Project Co Not to Acquire Project Lands

Neither Project Co, nor any Principal Contractor, or Subcontractor who contracts directly with Project Co to perform all or part of the Project Work, nor any Affiliate of Project Co or of a Principal Contractor, or Subcontractor who contracts directly with Project Co to perform all or part of the Project Work, shall, except from the Province as expressly provided in this Agreement, acquire any Project Lands or any Land Rights in Project Lands, without the prior written consent of the Province pursuant to the Consent Procedure, which consent may be withheld in the discretion of the Province.

#### PART 2 HANDOVER OF LANDS

#### 2.1 Handover of Lands

The Province shall make each parcel of Project Lands and Temporary Lands available to Project Co on the terms of this Agreement on or before the Specified Handover Date for that parcel of Project Lands and Temporary Lands.

#### 2.2 Extension of Specified Handover Date by Province

The Province will have the right from time to time to extend the Specified Handover Date with respect to any parcel of Project Lands or Temporary Lands by way of a Province Change and the provisions of Part 7 [Province Changes and Project Co Proposals] will apply accordingly.

#### 2.3 Change of Handover Date by Project Co

Project Co may from time to time request a change in any Specified Handover Date with respect to any parcel of Project Lands or Temporary Lands, provided Project Co makes such request by notice in writing to the Province's Representative prior to the then current Specified Handover Date for such parcel, and the Province, to the extent it is reasonably able to do so, will endeavour to accommodate such request, provided that Project Co will bear and will reimburse the Province and BCTFA on demand for, and will indemnify and hold harmless the Province and the Province Indemnified Persons, and each of them, in respect of, all Direct Losses and/or Claims at any time suffered or incurred by the Province and the Province Indemnified Persons, or any of them, as a result of accommodating or attempting to accommodate such request, and provided further that neither the Province nor BCTFA will have any liability to Project Co for, and Project Co will have no claim for compensation or other relief arising out of, any failure of the Province or BCTFA to accommodate any such request.

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#### PART 3 OTHER LAND

#### 3.1 Acquisition of Other Land

- (a) It is Project Co's obligation, at its sole cost and expense, to acquire any access to or use of, or any Land Rights in respect of, any Other Land, desired by Project Co, or required, to enable Project Co to perform its obligations under this Agreement.
- (b) Project Co shall bear and be responsible for all costs, charges and expenses, and all other Losses and Claims, arising from or in connection with the use or occupation of any Other Land or Land Rights in Other Land acquired or used for the purposes of performing the obligations of Project Co under this Agreement.
- (c) Project Co shall indemnify and hold harmless the Province and the Province Indemnified Persons, and each of them, from and against all Claims and Direct Losses arising as a result of or in connection with the acquisition, use or occupation of any Other Land or Land Rights in Other Land acquired or used for the purposes of performing the obligations of Project Co under this Agreement.
- (d) Before acquiring any access to or use of, or any Land Rights in respect of, any Other Land, for the purposes of performing the obligations of Project Co under this Agreement, and before using or allowing the use of any Other Land for such purposes, Project Co shall provide to the Province:
  - (i) evidence satisfactory to the Province that such acquisition and use for such purposes will not require an amendment to the Environmental Assessment Certificate, the Port Project and Environmental Permit or an application for a new certificate under any Environmental Laws; and
  - (ii) a draft of the lease or other agreement pursuant to which Project Co proposes to acquire any access to or use of, or any Land Rights in respect of, such Other Lands, the terms of which lease or other agreement shall be subject to the approval of the Province, acting reasonably.
- (e) At the Province's direction Project Co shall ensure that, if this Agreement is terminated prior to the Total Completion Date, any Other Lands or Land Rights in respect of Other Lands acquired by (or on behalf of) Project Co or any person for whom Project Co is in law responsible, and occupied at the time of such termination by Project Co for the purposes of the Project, are made available to the Province for its occupation and use until the completion of the Project by the Province or, if applicable, until such earlier date on which Project Co's rights over such land would have otherwise expired for the purposes of the Project (or, in each case, such earlier date as determined by the Province, in its discretion) upon such terms as the Province may in its discretion require, subject to payment by the Province of a reasonable rental charge, and if the Province exercises its rights under this Section 3.1(e), Project Co shall indemnify the Province and the Province Indemnified Persons, and each of them, from and against any Claims and Direct Losses at any time suffered or incurred by, or brought or made against, the Province and the Province Indemnified Persons that arise directly or indirectly as a result of or in connection with:

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- (i) any failure by any person for whom Project Co is in law responsible failing to comply or fulfill any obligation in any lease or other agreement which permits use and occupation of such Other Lands or Land Rights in respect of Other Lands; or
- (ii) the use and occupation of the relevant Other Lands or Land Rights in respect of Other Lands during the period prior to occupation and use thereof by the Province.

and the provisions of this Section 3.1(e) shall survive the termination of this Agreement.

#### 3.2 [Not Used]

#### PART 4 SPECIAL PROVISIONS

#### 4.1 Site Materials

Project Co may only excavate, extract, dispose of, exploit or otherwise deal with Site Materials:

- (a) in accordance with applicable Laws, Permits, and the terms of all relevant Project Site Agreements, Compulsory Acquisition Orders, Project Site Encumbrances and Utility Agreements;
- (b) if and to the extent that, in the case of excavation or extraction of Site Materials, such excavation or extraction is necessary for the purpose of carrying out the Project Work in accordance with the Project Requirements;
- (c) subject to and in accordance with the rights of all third parties, whether being rights in or to the Site Materials, Land Rights, rights under Project Site Agreements, Project Site Encumbrances, Utility Agreements, Indigenous Requirements, Requirements of Interested Parties, or otherwise:
- (d) subject to all limitations, restrictions and conditions, whether pursuant to Laws or otherwise, that would apply to or affect the right of the Province or BCTFA to undertake any such excavation, extraction, disposal, exploitation or other dealing if the Province or BCTFA were undertaking the same; and
- (e) in a manner that does not contravene the Environmental Assessment Certificate or, as applicable, the SFPR Environmental Assessment Certificate or the representations or undertakings made or given in the application to obtain the Environmental Assessment Certificate or, as applicable, the SFPR Environmental Assessment Certificate, and in accordance with all applicable Permits including those obtained by Project Co to permit such excavation, extraction, disposal of, exploitation or dealing with the Site Materials.

#### 4.2 Fire Control Powers Under the Wildfire Act

For greater certainty, the exercise by the Province of rights, powers or authorities provided for under any enactment to compel the provision of facilities, equipment and/or employees to carry out fire

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control under the *Wildfire Act* (British Columbia) will not give rise to any Claim or entitlement on the part of Project Co for any Losses, compensation, extension of time or other relief under this Agreement.

#### 4.3 Cutting of Trees or Logging

- (a) Project Co will not cut down or remove trees or timber grown on or make any use of forested lands comprised in the Project Site except in accordance with all applicable Laws and Permits and the Environmental Assessment Certificate and, in the case of cutting or removal of trees or timber, where:
  - (i) Project Co, acting reasonably, determines that certain trees must be removed for bona fide construction or safety reasons or in order to comply with any of its other obligations under this Agreement; or
  - (ii) the prior approval of the Province (in the case of trees or timber on Crown land) or BCTFA (in the case of trees or timber on land owned by BCTFA) is obtained.
- (b) Project Co will pay all costs and be responsible for all Claims and Direct Losses arising from or in connection with the cutting or removal of trees or timber, and will obtain at its expense all required Permits in connection therewith.
- (c) Project Co will not sell or otherwise dispose of or deal with any trees or timber cut or removed from the Project Site except subject to and in accordance with directions received from the Province (in the case of trees or timber on Crown land) or BCTFA (in the case of trees or timber on land owned by BCTFA) and, if applicable, in accordance with the *Forest Act* (British Columbia).

#### PART 5 LAND RIGHTS AND ENCUMBRANCES

#### **5.1** Performance of Agreements

Project Co shall:

- (a) observe and perform in all material respects the obligations of the Province and BCTFA under all Project Site Agreements, except:
  - (i) those obligations with respect to which Project Co is relieved from liability under Section 5.3 [Exceptions to Project Co Responsibilities] of this Schedule to the extent so relieved; and
  - (ii) those obligations of the Province and BCTFA under the Project Site Agreements that may only be legally observed and performed by the Province or BCTFA as a Governmental Authority;
- (b) not do or omit to do, and not cause or permit to be done or omitted by any Principal Contractor, Subcontractor or other person for whom Project Co is in law responsible, anything on or with respect to the Project Site or any part thereof or any improvements thereon that would cause the Province or BCTFA to be in breach under any of the Project Site Agreements, Project Site Encumbrances, Utility Agreements, Indigenous

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Requirements, Requirements of Interested Parties and Permits, but Project Co shall not pursuant to this Section 5.1(b) be obligated to perform those obligations with respect to which Project Co is relieved from liability under Section 5.3 [Exceptions to Project Co Responsibilities] of this Schedule to the extent so relieved; and

- (c) observe and comply with the terms and conditions of all Land Rights relating to or benefiting the Project Site or any part thereof, except:
  - (i) those obligations with respect to which Project Co is relieved from liability under Section 5.3 [Exceptions to Project Co Responsibilities] of this Schedule to the extent so relieved; and
  - (ii) those terms and conditions of such Land Rights that may only be legally observed and performed by the Province or BCTFA as a Governmental Authority.

#### 5.2 Project Work to Comply

Project Co will perform the Project Work such that:

- (a) Project Co complies with and performs all obligations under all of the Project Site Agreements, Project Site Encumbrances, Utility Agreements, Indigenous Requirements, Requirements of Interested Parties and Permits as if Project Co were a party to or bound by such agreements, orders, requirements and permits in the place of the Province or BCTFA, as applicable, except for those obligations with respect to which Project Co is relieved from liability under Section 5.3 [Exceptions to Project Co Responsibilities] of this Schedule to the extent so relieved;
- (b) all Project Work is performed in a manner that does not breach any of the provisions of the Project Site Agreements, Project Site Encumbrances, Utility Agreements, Indigenous Requirements, Requirements of Interested Parties and Permits; and
- (c) there will be no act or omission to act by Project Co or any of the Principal Contractors, Subcontractors or other persons for whom Project Co is in law responsible that gives rise to a right for any person to obtain any Land Rights in the Project Site or the Project Infrastructure or any part thereof.

#### **5.3** Exceptions to Project Co Responsibilities

- (a) Project Co shall not have any obligation to pay any rent, user fees, property taxes (if any) or occupancy costs that are or become payable by the Province or BCTFA under Project Site Agreements or Project Site Encumbrances or to indemnify third parties in respect of the non-payment thereof, except for any rent, user fees, property taxes or occupancy costs that become payable as a direct result of a failure by Project Co to observe or perform:
  - (i) any other obligations of the Province or BCTFA under the Project Site Agreements that are the responsibility of Project Co; or
  - (ii) any obligations of Project Co under this Agreement.

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(b) Project Co shall not have any obligation to perform the obligations of the Province under the Project Site Agreements and/or Project Site Encumbrances that are specified in Appendix C [Exceptions to Project Co Responsibilities] of this Schedule, which obligations shall remain as obligations of the Province.

#### 5.4 Additional Agreements

The Province and BCTFA each has the right from time to time, in accordance with Section 5.5 [Additions or Changes by Province Change] of this Schedule, to obtain, enter into, assume or grant, additional or amended Project Site Agreements, Compulsory Acquisition Orders and Project Site Encumbrances, and the obligations of Project Co under this Agreement with respect to Project Site Agreements, Compulsory Acquisitions Orders and Project Site Encumbrances shall apply to such agreements, orders and encumbrances.

#### 5.5 Additions or Changes by Province Change

The Province shall issue a Province Change, and the provisions of Part 7 [Province Changes and Project Co Proposals] will apply, in the case of any additional or amended Project Site Agreements, Compulsory Acquisition Orders and Project Site Encumbrances obtained, entered into, assumed or granted by the Province or BCTFA after the Financial Submittal Date, except in the case of:

- (a) additional or amended Project Site Agreements, Compulsory Acquisition Orders and Project Site Encumbrances obtained, entered into, assumed or granted in respect of Project Lands, the Temporary Lands or Land Rights therein as specified in Appendix A [Project Lands and Temporary Lands] to this Schedule, for the purposes of or in connection with the Province acquiring and making available to Project Co such Project Lands, Temporary Lands and Land Rights as contemplated by this Agreement;
- (b) any additional or amended Railway Agreements obtained, entered into or granted pursuant to Part 6 [Railway Agreements] of this Schedule;
- (c) any additional or amended Encumbrance contemplated in Appendix B [Certain Project Site Encumbrances] or otherwise entered into, assumed or granted in respect of Project Lands or Temporary Lands to facilitate the Project Work;
- (d) any permit referred to in subsection (d) of the definition of Project Site Encumbrances in Section 1.1 [Definitions] of Schedule 1;
- (e) the entering into by the Province of:
  - (i) the Port Construction Agreement Waterlots and the Port Construction Agreement Lands; and
  - (ii) the BC Hydro Licence, the CP Rail Agreement and the Port Demolition Agreement substantially in accordance with the terms of the respective drafts thereof included in the Data Room as of the Effective Date; or
- (f) any Project Site Agreement or Project Site Encumbrance entered into by the Province or BCTFA in respect of the Project Lands described in rows 8 to 11 of Appendix A [Project Lands and Temporary Lands] to this Schedule,

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provided that the Province shall give Project Co prompt written notice of any such matters.

#### 5.6 Provision of Assistance by Project Co

Project Co at its expense shall provide such information, documentation and administrative assistance as may be requested by the Province or BCTFA and as Project Co may reasonably be able to provide (and, if requested, shall execute such applications as are required to be in its name) to enable the Province or BCTFA:

- (a) to apply for, obtain and (where applicable) renew or extend any Project Site Agreements, including any Railway Crossing Agreements, and Utility Agreements; and
- (b) to comply with and demonstrate compliance with, requirements and obligations of the Province or BCTFA under any Project Site Agreements, Project Site Encumbrances, Utility Agreements, Indigenous Requirements, Requirements of Interested Parties and Permits.

#### 5.7 No Encumbrances by Project Co

Except with the prior written consent of the Province, which consent may be granted or withheld in the discretion of the Province, Project Co shall not:

- (a) grant, create, incur or, to the extent within its control to prevent the same, permit, any Encumbrance upon, affecting or against all or any part of the Project Site or the Project Infrastructure;
- (b) grant, create, incur or permit any Encumbrance upon, affecting or against any Plant title to which has passed to the Province in accordance with Section 2.12 [Transfer of Title]; or
- (c) do or omit to do, or cause, suffer or permit to be done or omitted by any person for whom Project Co is in law responsible, anything that results or could result in any Encumbrance upon, against or affecting all or any part of the Project Site or the Project Infrastructure or any Plant title to which has passed to the Province in accordance with Section 2.12 [Transfer of Title].

If all or any part of the Project Site or the Project Infrastructure, or any Plant title to which has passed to the Province in accordance with Section 2.10 [Title to Improvements] or Section 2.12 [Transfer of Title], becomes subject to any Encumbrance that has not been consented to or granted by the Province, other than an Encumbrance resulting from any act or omission of the Province or BCTFA, Project Co will immediately take all necessary steps to remove such Encumbrance. Subject to Section 5.9 [Removal of Liens] of this Schedule, if Project Co fails to remove any such Encumbrance within 15 days (or such longer period as may reasonably be required in the circumstances provided Project Co is proceeding with all due diligence to remove the same) of its coming into existence then, without prejudice to any other rights or remedies the Province may have, the Province will be at liberty to take whatever steps it or they deem necessary and appropriate to remove the Encumbrance, including payment of any amount owing or claimed thereunder, and to seek immediate recovery of the amount of any such payment and any associated costs, including legal costs on a solicitor own client basis, from Project Co. Project Co will on demand reimburse all such payments and costs to the Province.

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#### 5.8 Notice of Liens

Project Co will notify the Province's Representative of all builders' liens and other liens and claims of lien for labour, services or materials furnished or alleged to have been furnished with respect to the Project Work that are registered against or otherwise affect the Project Site or the Project Infrastructure or any part thereof, promptly after Project Co becomes aware thereof.

#### 5.9 Removal of Adverse Claims

- (a) Without limiting the generality of Section 5.7 [No Encumbrances by Project Co] of this Schedule or any of Project Co's other obligations under this Agreement, Project Co will cause all builders' liens and other liens and claims of lien for labour, services or materials furnished or alleged to have been furnished with respect to the Project Work (collectively, "Adverse Claims") that are registered against or otherwise affect the Project Site or the Project Infrastructure or any part thereof to be paid, satisfied, released and vacated and, if registered, to be discharged from title, within 30 days (or such longer period as may reasonably be required in the circumstances provided Project Co is proceeding with all due diligence) following the date on which Project Co becomes aware thereof.
- (b) If Project Co fails to discharge any Adverse Claim as required pursuant to Section 5.9(a) of this Schedule, the Province may, but without any obligation to do so, cause the Adverse Claim to be vacated or removed and discharged from title by the payment of money into a Court of competent jurisdiction or the posting of security with the Court, Project Co will, on demand, reimburse the Province all amounts so paid or attributable to or drawn under the security so posted together with all related costs (including legal costs on a solicitor own client basis) and expenses incurred by the Province.
- (c) If Project Co *bone fide* disputes any Adverse Claim, Project Co shall be entitled to defend against the Adverse Claim in any proceedings if Project Co first:
  - (i) pays into Court, or provides to the Court sufficient security for, the amount claimed and costs as the Court may direct, and obtains a Court order for the discharge of such Adverse Claim as registered against or otherwise affecting or pertaining to the Project Site or Project Infrastructure or any part thereof, and registers any such discharge in the Land Title Office to discharge any such Adverse Claim from title to the Project Site or any part thereof; or
  - (ii) provides to the Province such other security or remedies in favour of the Province in respect of such Adverse Claim as the Province may determine in its discretion.

#### 5.10 Compliance with *Builders Lien Act* and Payments to Contractors

(a) Project Co will comply with and cause all of its Principal Contractors and Subcontractors of any tier to comply with any applicable provisions of the *Builders Lien Act* (British Columbia) with respect to Project Work carried out on and materials supplied to or in respect of the Project Site and the Project Infrastructure and will provide evidence of such compliance to the Province upon request.

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- (b) Without limiting any of its other rights or obligations under this Agreement, the other Province Project Documents or any Laws, Project Co shall pay or provide for the payment when due, and shall ensure that all of the Principal Contractors and Subcontractors pay or provide for the payment when due, of all accounts in connection with the performance of the Project Work (including all accounts for the supply of labour, materials and services in connection with any works carried out in the course of the Project Work).
- (c) Project Co shall provide to the Province's Representative a monthly certificate addressed to the Province and certified by Project Co's Representative certifying that all wages, salaries and other amounts due to its employees, Principal Contractors and Subcontractors have been paid in full up to the last payment, subject to holdbacks (including for amounts disputed in good faith) required or permitted by the Principal Contracts and, if applicable, the *Builders Lien Act* (British Columbia). If Project Co is unable to obtain from the Principal Contractors or any Subcontractors a representation, warranty or covenant sufficient to enable Project Co to provide such monthly certificate to the Province's Representative, Project Co shall provide the Province's Representative with full particulars of any matter which precludes Project Co from providing such certificate to the Province's Representative.

# PART 6 RAILWAY AGREEMENTS

#### 6.1 Acquisition of Railway Crossing Agreements or Railway Orders

Project Co shall, at its sole cost, either:

- (a) negotiate and finalize with each of the Railways, in preparation for execution by the Province and/or BCTFA, all Railway Crossing Agreements between such Railways and the Province and/or BCTFA (as determined by the Province's Representative) required for the Project Infrastructure that will cross or encroach upon the Railway Lands of such Railways as a result of the Project Work to the extent that the existing Land Rights of the Province and/or BCTFA for Original Project Infrastructure on Railway Lands are inadequate for such Project Infrastructure and the construction, maintenance and use thereof and, where applicable, in the form provided for in the applicable Railway Agreement with such Railway, based on the design for the relevant Project Infrastructure; or
- (b) apply to the Canadian Transportation Agency (in the case of federally regulated Railways) and the British Columbia Minister of Transportation and Infrastructure (in the case of provincially regulated Railways) for all Railway Orders in favour of the Province and/or BCTFA (as determined by the Province's Representative) required for the Project Infrastructure that will cross or encroach upon Railway Lands as a result of the Project Work and the construction, maintenance and use of such Project Infrastructure, to the extent Railway Crossing Agreements sufficient for that purpose are not concluded pursuant to Section 6.1(a) of this Schedule, subject to Project Co first submitting such application to the Province's Representative pursuant to the Review Procedure and there being no objection thereto by the Province acting reasonably.

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#### 6.2 Railway Construction/Entry Permits

Project Co shall at its sole cost:

- (a) obtain all Railway Construction/Entry Permits required in connection with the Project Work or any part thereof pursuant to applicable Laws, Railway Crossing Agreements or Railway Orders, and satisfy all other requirements of the Railway Crossing Agreements and the Railway Orders in connection with performance of the Project Work;
- (b) renew or extend, as applicable, all Railway Construction/Entry Permits; and
- (c) comply with and maintain in good standing each Railway Crossing Agreement, Railway Order and Railway Construction/Entry Permit in accordance with its terms.

#### 6.3 Railway Orders

Where after using all reasonable efforts Project Co is unable to negotiate and finalize any required Railway Crossing Agreement or any Railway Construction/Entry Permit or renewal or extension thereof, Project Co may, at its sole cost, apply to the Canadian Transportation Agency (in the case of federally regulated Railways) and the British Columbia Minister of Transportation and Infrastructure (in the case of provincially regulated Railways) for a Railway Order in lieu of the Railway Crossing Agreement or Railway Construction/Entry Permit or renewal or extension thereof, subject to Project Co first submitting such application to the Province's Representative pursuant to the Review Procedure and there being no objection thereto by the Province acting reasonably.

#### **6.4** Requirement for Consent of Province

Where:

- (a) a proposed Railway Crossing Agreement with a Railway contemplated by Section 6.1(a) of this Schedule has requirements that may impose any conditions, liabilities, obligations or costs on the Province or BCTFA or on any person other than Project Co, or is not in compliance with all applicable Laws, Permits, the Environmental Assessment Certificate and, as applicable, the SFPR Environmental Assessment Certificate;
- (b) a proposed Railway Order referred to in Section 6.1(b) of this Schedule has requirements that may impose any conditions, liabilities, obligations or costs on the Province or BCTFA or on any person other than Project Co, the Principal Contractors, Subcontractors and persons for whom Project Co is in law responsible, or is not in compliance with all applicable Laws, Permits, the Environmental Assessment Certificate and, as applicable, the SFPR Environmental Assessment Certificate, to the extent applicable;
- (c) any proposed Railway Construction/Entry Permit or renewal or extension thereof that is Project Co's obligation to obtain, renew or extend under Section 6.2(a) or Section 6.2(b) of this Schedule has requirements that may impose any conditions liabilities, obligations or costs on the Province or BCTFA or on any person other than Project Co, the Principal Contractors, Subcontractors and persons for whom Project Co is responsible; or
- (d) a proposed Railway Order referred to in Section 6.3 [Railway Orders] of this Schedule has requirements that may impose any conditions, liabilities, obligations or costs on the

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Province or BCTFA or any person other than Project Co, the Principal Contractors, Subcontractors and persons for whom Project Co is in law responsible, or is not in compliance with all applicable Laws, Permits and the Environmental Assessment Certificate.

Project Co shall, prior to obtaining or agreeing to the terms of any such Railway Crossing Agreement, Railway Order or Railway Construction/Entry Permit or renewal or extension thereof, obtain the prior written consent of the Province's Representative in accordance with the Consent Procedure (such consent not to be unreasonably withheld), provided, however, that neither the Province nor BCTFA shall be responsible for obtaining or for any delay in obtaining or failure to obtain any such Railway Crossing Agreement, Railway Order or Railway Construction/Entry Permit or renewal or extension thereof (except liability of the Province for any unreasonable withholding of its consent).

#### 6.5 Execution of Agreements and Filing of Orders

When a Railway Crossing Agreement has been negotiated and finalized by Project Co in preparation for execution by the Province and/or BCTFA in accordance with Section 6.1(a) of this Schedule and any consent of the Province's Representative required under Section 6.4 [Requirement for Consent of Province] of this Schedule in connection therewith has been given, the Province and/or BCTFA shall execute and deliver such Railway Crossing Agreement with the applicable Railway as soon as is practicable. When a Railway Order referred to in Section 6.1(b) or Section 6.3 [Railway Orders] of this Schedule has been obtained, and any consent of the Province's Representative required under Section 6.4 [Requirement for Consent of Province] of this Schedule in connection therewith has been given, the Province and/or BCTFA shall execute and deliver any acknowledgment or consent required to be executed by them as grantee of rights under any such Railway Order as soon as is practicable. Project Co at its cost shall cause each Railway Crossing Agreement entered into by the Province and/or BCTFA with the applicable Railway and each Railway Order referred to in Section 6.1(b) or Section 6.3 [Railway Orders] to be filed with the Canadian Transportation Agency (in the case of federally regulated Railways) and the British Columbia Minister of Transportation and Infrastructure (in the case of provincially regulated Railways) and shall forthwith provide the Province with reasonable proof of such filing and of the acceptance thereof by the Canadian Transportation Agency (in the case of federally regulated Railways) and the British Columbia Minister of Transportation and Infrastructure (in the case of provincially regulated Railways).

#### 6.6 Provision of Assistance by Province

Where Project Co is unable to negotiate and finalize any Railway Crossing Agreement, or to apply for, negotiate and finalize any Railway Construction/Entry Permit or renewal or extension thereof under this Part 6 [Railway Agreements] of this Schedule, or to apply for or obtain any Railway Order, without obtaining information or administrative assistance from the Province or BCTFA, or without submitting the application for such Railway Crossing Agreement, Railway Construction/Entry Permit, renewal, extension or Railway Order in the Province's or BCTFA's name, the Province shall, to assist Project Co in obtaining such Railway Crossing Agreement, Railway Construction/Entry Permit, renewal, extension or Railway Order, at Project Co's request and cost, provide such information and administrative assistance as Project Co may reasonably request and as the Province or BCTFA may reasonably be able to provide and, if requested, the Province or BCTFA, as the case may be, shall execute such applications as are required to be in the name of the Province or BCTFA.

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#### 6.7 Provision of Assistance by Project Co

Project Co at its expense shall provide such information, documentation and administrative assistance as may be requested by the Province or BCTFA and as Project Co may reasonably be able to provide (and, if requested, without limiting or derogating from Project Co's obligations under this Part 6 [Railway Agreements] of this Schedule, shall execute such applications as are required to be in its name) to enable the Province or BCTFA:

- (a) to apply for, obtain and (where applicable) renew or extend any Railway Crossing Agreement, Railway Construction/Entry Permit or Railway Order; and
- (b) to comply with and demonstrate compliance with, requirements and obligations of the Province or BCTFA under any Railway Crossing Agreement, Railway Construction/Entry Permit or Railway Order.

#### 6.8 Agreements and Orders

Notwithstanding the other provisions of this Part, Project Co agrees that, unless the Province's Representative in its discretion specifies otherwise in writing, all agreements with a Railway, and all orders of the Canadian Transportation Agency and certificates or orders under the *Railway Act* (British Columbia) and/or the *Railway Safety Act* (British Columbia), in either case allowing or providing for:

- (a) Infrastructure comprising or to comprise Project Infrastructure to be located upon and across Railway Lands; and
- (b) the construction, maintenance and use of such Infrastructure upon and across such Railway Lands,

shall be by way of Railway Crossing Agreements or Railway Orders entered into in the name of or granted or issued in favour of the Province and/or BCTFA (as determined by the Province's Representative) as provided in this Part.

#### 6.9 Meaning of "British Columbia Minister of Transportation and Infrastructure"

In Sections 6.1(b), 6.3 [Railway Orders] and 6.5 [Execution of Agreements and Filing of Orders] of this Schedule, a reference to the "British Columbia Minister of Transportation and Infrastructure" means the minister of the Crown in right of the Province of British Columbia responsible for the *Railway Safety Act* (British Columbia) or any person, body or agency to which responsibility for the administration of the provisions of the *Canada Transportation Act* adopted by the Railway Safety Adopted Provisions Regulation under the *Railway Safety Act* (British Columbia) have been effectively delegated.

## PART 7 PROJECT CO PROPERTY REPRESENTATIVE

#### 7.1 Appointment

Project Co shall at all times until the Total Completion Date appoint and maintain a property representative as Project Co's point of contact for dealings between the Province and Project Co on the

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subject matters of this Schedule. The property representative shall be ordinarily resident and have its ordinary place of business in the vicinity of the Project Site.

#### 7.2 Qualifications

The property representative appointed by Project Co must have the following qualifications:

- (a) a minimum of five years experience in property acquisition or appraisal in a public sector context;
- (b) a minimum of five years experience acquiring or appraising rights of way for a public authority in British Columbia with powers of expropriation;
- (c) experience with expropriation of real property interests in British Columbia; and
- (d) any of the following educational credentials or qualifications: AACI, RIBC, MAI or SR/WA.

#### 7.3 Notification to Province's Representative

Project Co shall at all times until the Total Completion Date keep the Province's Representative notified of the name and contact particulars of Project Co's property representative appointed in accordance with Section 6.1 [Appointment] of this Schedule.

# APPENDIX A PROJECT LANDS AND TEMPORARY LANDS

- 1. Each parcel of Project Lands and Temporary Lands, except for the Railway Lands, is or will be held by the Province or BCTFA in fee simple or as highway, or pursuant to a licence as set out in the Municipal Agreements, the BC Hydro Licence or the Port Authority Agreements.
- 2. Each parcel of Project Lands and Temporary Lands has, as its Specified Handover Date, the Effective Date, except, for the Project Lands, where another Specified Handover Date is specified for that parcel in Table A.
- 3. The Specified Handover Date set out below for the Existing Pattullo Bridge contemplates that there will be no live Utilities on the Existing Pattullo Bridge as at such Specified Handover Date. The Province will issue a Province Change, and the provisions of Part 7 [Province Changes and Project Co Proposals] will apply, as required to extend the Specified Handover Date for the Existing Pattullo Bridge to a date on which there will be no live Utilities on the Infrastructure on such parcel, except if and to the extent the continued presence of live Utilities on the Existing Pattullo Bridge arises as a result of a Project Co Non-Excusable Event, including any breach in the performance or observance of any of Project Co's obligations in connection with the Utility Work or the Utility Agreements.

#### 4. <u>Table A – Project Lands Exceptions</u>

	Description of Land	Specified Handover Date if other than Effective Date	
	Insert parcel/lot descriptions by legal descriptions, LTO Parcel Identification Numbers, plans, or any combination, sufficient to identify the land.	Specify date.	
1.	Portion of PID # 002-793-628 identified as Project Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SK-RW-059)	Effective Date plus 18 months	
2.	Portion of PID # 002-898-888 identified as Project Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SK-RW-059)	Effective Date plus 18 months	
3.	Portion of PID # 001-487-817 identified as Project Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SK-RW-059)	Effective Date plus 18 months	
4.	Portion of PID # 009-009-621 identified as Project Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SK-RW-059)	Effective Date plus 18 months	
5.	Portion of PID # 008-617-325 identified as Project Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SK-RW-059)	Effective Date plus 18 months	

# PATTULLO BRIDGE REPLACEMENT PROJECT PROJECT AGREEMENT

**SCHEDULE 8: LANDS** 

**Appendix A: Project Lands and Temporary Lands** 

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	Description of Land	Specified Handover Date if other than Effective Date
6.	Portion of Project Lands containing Existing Pattullo Bridge	Effective Date except:
	located on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SK-RW-060/061/062/065/073)	(i) SC1 Substantial Completion Date for Existing Pattullo Bridge;
		(ii) Effective Date plus 12 months for portions included in row 7 below; and
		(iii) SC1 Substantial Completion Date for parcels 'A', 'B', and 'C' as described on Licence Plan No. 2019-049 of the Port Demolition Agreement (but not including parcels 'A' and 'B' as described on Licence Plan No. 2019-122 of the Port Construction Agreement - Waterlots).
7.	Portion of Project Lands identified as "South Approach Area" on PBR South Approach Areas	Effective Date plus 12 months
8.	Portion of PID # 002-833-913 identified as Project Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SK-RW-072)	Effective Date plus 6 months
9.	Portion of PID # 002-833-948 identified as Project Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SK-RW-072)	Effective Date plus 6 months
10.	Portion of PID # 009-376-658 identified as Project Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SK-RW-072)	Effective Date plus 6 months
11.	Portion of PID # 009-376-674 identified as Project Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SK-RW-072)	Effective Date plus 6 months
12.	Portion of PID # 011-055-596 identified as Project Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SK-RW-059)	Effective Date plus 18 months

# APPENDIX B CERTAIN PROJECT SITE ENCUMBRANCES

- 1. Environmental Assessment Certificate
- 2. Port Project and Environmental Permit
- 3. SFPR Environmental Assessment Certificate, as may be applicable

Commercial in Confidence Execution

# APPENDIX C EXCEPTIONS TO PROJECT CO RESPONSIBILITIES

Nil

Commercial in Confidence Execution

#### APPENDIX D LAND IDENTIFICATION AUTOCAD DRAWINGS

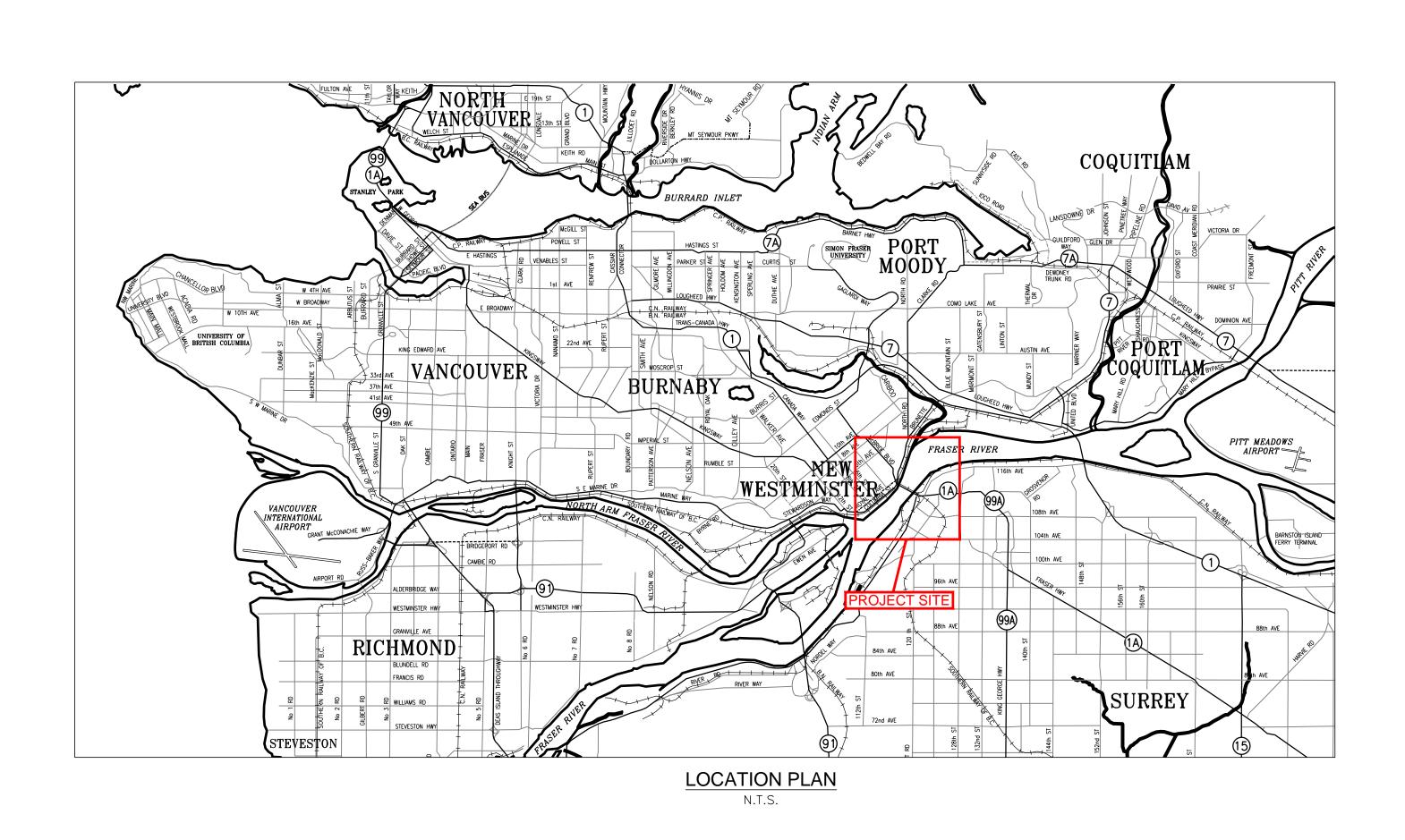
See attached.



# MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE

# PROJECT:

# PATTULLO BRIDGE REPLACEMENT PROJECT LAND IDENTIFICATION SHEETS



DRAWING INDEX				
DWG. NO.	REV	DISCIPLINE	DWG. NAME	
			COVER SHEET	
SK-RW-057	Α	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 1 OF 17	
SK-RW-058	A	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 2 OF 17	
SK-RW-059	В	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 3 OF 17	
SK-RW-060	A	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 4 OF 17	
SK-RW-061	А	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 5 OF 17	
SK-RW-062	А	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 6 OF 17	
SK-RW-063	А	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 7 OF 17	
SK-RW-064	В	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 8 OF 17	
SK-RW-065	В	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 9 OF 17	
SK-RW-066	В	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 10 OF 17	
SK-RW-067	В	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 11 OF 17	
SK-RW-068	С	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 12 OF 17	
SK-RW-069	А	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 13 OF 17	
SK-RW-070	А	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 14 OF 17	
SK-RW-071	A	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 15 OF 17	
SK-RW-072	В	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 16 OF 17	
SK-RW-073	A	LAND IDENTIFICATION SHEETS	PROJECT LANDS SHEET 17 OF 17	

JANUARY 2020

