

**SCHEDULE 8  
LANDS**

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**PART 1  
DEFINITIONS**

**1.1 Not Used.**

**PART 2  
TERMS AFFECTING PROJECT SITE ACCESS**

**2.1 Project Site Access Subject to Other Rights**

Without limiting any other provision of this Agreement, Project Co's rights of access to, entry upon and use of the Project Site are subject to:

- (a) in the case of any part of the Project Site that is Crown land, all rights over Crown land;
- (b) in the case of any part of the Project Site which is subject to the *Land Title Act* (British Columbia), any applicable exceptions to indefeasible title set out in Section 23(2) thereof;
- (c) the Site Requirements, any Compulsory Acquisition Orders and any Land Rights in respect of any part or parts of the Project Site;
- (d) the Utility Agreements affecting the Project Site;
- (e) Indigenous Requirements; and
- (f) the Requirements of Interested Parties.

**2.2 Project Lands Not Yet Acquired**

Project Co acknowledges that, as of the Effective Date, the Province and BCTFA may not have acquired all Designated Project Lands, Supplementary Project Lands and Land Rights in respect of all such Project Lands.

**2.3 Commencement of Project Site Access**

The Province shall make each part of the Project Site which is Designated Project Lands or Supplementary Project Lands available for access by Project Co in accordance with Section 2.5(a)(i) of this Agreement on or before the Specified Access Date.

**2.4 Project Co to Provide Assistance**

Project Co shall provide such information and documentation and such assistance as may be reasonably requested by the Province and as Project Co may be able to provide to assist the Province or BCTFA in completing the acquisition of any Project Lands or Land Rights.

## **2.5 Termination of Project Site Access**

Subject to Section 2.5(c) of this Agreement, Project Co's access to each part of the Project Site pursuant to Section 2.5(a)(i) of this Agreement shall terminate and expire on the earlier to occur of:

- (a) the Substantial Completion Date;
- (b) the Access Period Expiry Date;
- (c) the date on which the Province's or BCTFA'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 Co's obligations under this Agreement by, Project Co or any person for whom Project Co is in law responsible; and
- (d) the Termination Date.

## **PART 3 PROJECT LANDS**

### **3.1 Project Lands Access Notice**

- (a) With respect to any Designated Project Lands identified in Table A-1 of Appendix A [Project Lands and Other Lands] to this Schedule in respect of which the Specified Access Date is listed as "TBD", Project Co shall by notice to the Province's Representative designate a date (the "**Preferred Access Date**") upon which Project Co requires access to be made available to it to such Designated Project Lands pursuant to Section 2.5(a)(i) of this Agreement. Any such notice shall include:
  - (i) the Preferred Access Date, which shall be a date which is not earlier than the later to occur of:
    - (A) the first Business Day following the period of time set out as the "Minimum Notice Period" identified in column 4 [Minimum Notice Period] of Table A-1 of Appendix A [Project Lands and Other Lands] to this Schedule, such period to commence on the date on which the Province receives such notice; and
    - (B) any "not before date" identified in columns 2(b) [Permanent Project Lands - Specified Access Date] or 3(b) [Temporary Project Lands - Specified Access Date], as applicable, of Table A-1 of Appendix A [Project Lands and Other Lands] to this Schedule;
  - (ii) identification of such Designated Project Lands by reference to the details set out as the "Description of Land" in columns 1(a) [Description of Land - Project Lands Dwg. No.] and 1(b) [Description of Land - P.I.D] of Table A-1 of Appendix A [Project Lands and Other Lands] to this Schedule;

- (iii) an explanation as to why Project Co requires access to such Designated Project Lands to be made available by the Preferred Access Date for the Project Work in light of the Works Schedule; and
  - (iv) an explanation, in light of the Works Schedule, of Project Co's expectation of the duration for which Project Co will require access to, and of the date by which it will have completed Project Work on, such Designated Project Lands. If such date is prior to the Substantial Completion Date or (if applicable to the relevant part of the Project Site) the Access Period Expiry Date in respect of such part, the Province and Project Co shall discuss whether early hand over of the relevant part of the Project Site by Project Co back to the Province or BCTFA may be possible (and the terms and conditions of such hand over), including whether the terms of this Agreement should take this into account and (if the acquisition of the relevant Land Rights has not yet occurred) whether such acquisition should take this into account.
- (b) With respect to any Supplementary Project Lands identified in Table A-2 of Appendix A [Project Lands and Other Lands] to this Schedule, Project Co shall, by notice to the Province's Representative designate a date (the "**Preferred Access Date**") upon which Project Co requires access to be made available to it to such Supplementary Project Lands pursuant to Section 2.5(a)(i) of this Agreement. Any such notice shall include:
- (i) the Preferred Access Date, which shall be a date which is not earlier than the later to occur of:
    - (A) the first Business Day following the period of time set out as the "Minimum Notice Period" identified in column 4 [Minimum Notice Period] of Table A-2 of Appendix A [Project Lands and Other Lands] to this Schedule, such period to commence on the date on which the Province receives such notice; and
    - (B) any "Not Before Date" identified in column 5 [Specified Access Date (Not Before Date)] of Table A-2 of Appendix A [Project Lands and Other Lands] to this Schedule;
  - (ii) identification of such Supplementary Project Lands by reference to the details set out as the "Description of Land" in columns 1(a) [Description of Land – Project Lands Dwg. No.] and 1(b) [Description of Land – P.I.D.] of Table A-2 of Appendix A [Project Lands and Other Lands] to this Schedule, together with:
    - (A) confirmation that the intended use of such lands is as previously notified to the Province; and
    - (B) a detailed property acquisition plan in a form similar to those included in the Data Room which identifies the relevant Supplementary Project Lands in sufficient detail to permit such lands to be acquired by the Province or BCTFA;

- (iii) an explanation as to why Project Co requires access to such Supplementary Project Lands to be made available to it by the Preferred Access Date for the Project Work in light of the Works Schedule;
- (iv) payment to the Province in accordance with Section 3.6 [Estimated Cost] of this Schedule; and
- (v) an explanation, in light of the Works Schedule, of Project Co's expectation of the duration for which Project Co will require access to, and of the date by which it will have completed Project Work on, such Supplementary Project Lands. If such date is prior to the Substantial Completion Date or (if applicable to the relevant part of the Project Site) the Access Period Expiry Date in respect of such part, the Province and Project Co shall discuss whether early hand over of the relevant part of the Project Site by Project Co back to the Province or BCTFA may be possible (and the terms and conditions of such hand over), including whether the terms of this Agreement should take this into account and (if the acquisition of the relevant Land Rights has not yet occurred) whether such acquisition should take this into account.

### **3.2 Additional Lands for Utility Work**

- (a) If, at any time, Project Co considers that in order to comply with its obligations under this Agreement (including Article 8 [Utilities], Part 2 of Schedule 4), it requires Land Rights in, over or relating to lands that do not form part of the Project Lands, or Land Rights in, over or relating to lands that do form part of the Project Lands but which Land Rights are not available to Project Co, to relocate or construct a Utility as part of the Utility Work, and there is no alternative location (other than as a result of Project Co's design or other activities of, or any failure to comply with any of its obligations under this Agreement by, Project Co or any of its Subcontractors of any tier) on, over or under the Project Lands in respect of which sufficient Land Rights are available to Project Co for such Utility Work, Project Co shall submit to the Province's Representative pursuant to the Consent Procedure (for consideration by the Province in its discretion) full particulars relating to the proposed Utility Work (including drawings and design documentation and submissions to, and communications with, the relevant Utility Supplier and the relevant landowner and the Land Rights that Project Co considers are required for the purposes of, or in connection with, the proposed Utility Work, including any Land Rights that are likely to be required by the relevant Utility Supplier.
- (b) If the Province accepts, in its discretion, that there is no alternative location on, over or under the Project Lands in respect of which sufficient Land Rights are available to Project Co for the carrying out of the proposed Utility Work pursuant to Section 3.2(a) of this Schedule (other than as a result of Project Co's design or other activities of, or any failure to comply with any of its obligations under this Agreement by, Project Co) and that the Land Rights identified by Project Co are required to enable Project Co to comply with its relevant obligations under this Agreement, the Province or BCTFA shall, in its discretion, either:

- (i) agree to acquire, at the Province's or BCTFA's own cost and expense, the relevant Land Rights identified by Project Co, in which event:
  - (A) the Province and Project Co shall update Table A-1 of Appendix A [Project Lands and Other Lands] to this Schedule (and the Project Lands Drawings) to include the relevant Land Rights, including a date by which the Province must have completed the acquisition of such Land Rights, agreeing (if appropriate) a Specified Access Date therefor to be included in column 2(a) [Permanent Project Lands – Land Rights and Extent of Taking] or 2(b) [Permanent Project Lands – Specified Access Date], as applicable, of such table and a “Minimum Notice Period” in respect thereof to be included in column 4 [Minimum Notice Period] of such Table, and agree (if appropriate and subject to the terms of acquisition of such lands or Land Rights with the relevant landowner) the Access Period Expiry Date and details of any extension rights for the purposes of Section 3.10 [Extensions of Access Period] of this Schedule in respect thereof; and
  - (B) the relevant lands or Land Rights shall be deemed to be Designated Project Lands and all provisions of this Agreement (including Section 3.1(a) of this Schedule) that apply to Designated Project Lands or Land Rights in respect of Designated Project Lands shall apply thereto; or
- (ii) issue a Province Change removing the scope of the proposed Utility Work from the Project Work required to be carried out by Project Co and the provisions of Part 7 [Province Changes and Project Co Proposals] of this Agreement shall apply accordingly.
- (c) If the Province considers, in its discretion, that there is one or more alternative locations on, over or under the Project Lands in respect of which sufficient Land Rights are available to Project Co for the carrying out of the proposed Utility Work pursuant to Section 3.2(a) of this Schedule, the Province shall notify Project Co of such alternative location(s) and Project Co shall, within 10 Business Days (or such longer period as the parties may agree acting reasonably) of receipt of such notification:
  - (i) request that the Province or BCTFA acquire the relevant Land Rights identified by Project Co, in which event the Province or BCTFA may agree, in its discretion, to acquire the relevant Land Rights at Project Co's cost and expense, If the Province so agrees, then:
    - (A) the Province and Project Co shall update Table A-2 of Appendix A [Project Lands and Other Lands] to this Schedule (and the Project Lands Drawings) to include the relevant lands or Land Rights, including a date by which the Province must have completed the acquisition of such Land Rights, agreeing (if appropriate) to a “Minimum Notice Period” and a “Not Before Date” in respect thereof to be included in columns 4 [Minimum Notice Period] and 5 [Specified Access Date (Not Before

Date)], respectively, of such Table, and agree (if appropriate and subject to the terms of acquisition of such lands or Land Rights with the relevant landowner) to the Access Period Expiry Date and details of any extension rights for the purposes of Section 3.10 [Extensions of Access Period] of this Schedule in respect thereof; and

- (B) the relevant lands or Land Rights shall be deemed to be Supplementary Project Lands and all provisions of this Agreement (including Sections 3.1(b), 3.5 [Supplementary Project Lands], 3.6 [Estimated Cost] and 3.7 [Adjustments] of this Schedule) that apply to Supplementary Project Lands or Land Rights in respect of Supplementary Project Lands shall apply thereto;
- (ii) withdraw its proposal that the Province or BCTFA acquire the relevant Land Rights; or
- (iii) notify the Province's Representative that it disagrees with the Province's determination that one or more alternative locations exists on, over or under the Project Lands for the carrying out of the proposed Utility Work (provided that, for certainty, Project Co shall not be entitled to rely, as a ground for objection to the Province's determination, on grounds that carrying out the proposed Utility Work at any alternative location identified by the Province would result in Project Co incurring more expenditure or taking longer to complete such Utility Work than if it was to carry out such Utility Work at the location identified in Project Co's submission pursuant to Section 3.2(a) of this Schedule). If the parties fail to resolve any dispute as to whether any alternative location exists on the Project Lands within 10 Business Days of the receipt by the Province's Representative of such notification, the dispute shall be referred to the Dispute Resolution Procedure. If any such dispute is determined in the Province's favour, then Sections 3.2(c)(i) and (ii) of this Schedule shall apply mutatis mutandis and, if any such dispute is determined in Project Co's favour, then Section 3.2(b) of this Schedule shall apply mutatis mutandis.

### **3.3 Additional Lands for Province Infrastructure**

- (a) If, at any time, Project Co considers that in order to comply with its obligations under this Agreement to construct or install Province Infrastructure, it requires Land Rights in, over or relating to lands that do not form part of the Project Lands or Land Rights in, over or relating to lands that do form part of the Project Lands but which Land Rights are not available to Project Co, to construct or install such Province Infrastructure, Project Co shall submit to the Province's Representative pursuant to the Consent Procedure (for consideration by the Province in its discretion) full particulars relating to the proposed Province Infrastructure (including drawings and design documentation and submissions to, and communications with, the relevant landowner) and the Land Rights that Project Co considers are required for the purposes of, or in connection with, the proposed Province Infrastructure.



- (b) The Province, in its discretion, may agree to acquire the proposed Land Rights as Supplementary Project Lands at Project Co's cost and expense and, if the Province so agrees, Project Co shall, within 10 Business Days (or such longer period as the parties may agree acting reasonably) of receipt of the Province's decision under the Consent Procedure:
- (i) request that the Province or BCTFA acquire the relevant Land Rights as Supplementary Project Lands, in which event:
- (A) the Province and Project Co shall update Table A-2 of Appendix A [Project Lands and Other Lands] to this Schedule to include the relevant Land Rights, including a date by which the Province must have completed the acquisition of such Land Rights, agreeing (if appropriate) to a "Minimum Notice Period" and a "Not Before Date" in respect thereof to be included in columns 4 [Minimum Notice Period] and 5 [Specified Access Date (Not Before Date)], respectively, of such Table, and agree (if appropriate and subject to the terms of acquisition of such lands or Land Rights with the relevant landowner) to the Access Period Expiry Date and details of any extension rights for the purposes of Section 3.10 [Extensions of Access Period] of this Schedule in respect thereof; and
- (B) the relevant Land Rights shall be deemed to be Supplementary Project Lands and all provisions of this Agreement (including Sections 3.1(b), 3.5 [Supplementary Project Lands], 3.6 [Estimated Cost] and 3.7 [Adjustments] of this Schedule) that apply to Supplementary Project Lands or Land Rights in respect of Supplementary Project Lands shall apply thereto; or
- (ii) withdraw its proposal that the Province or BCTFA acquire the relevant Land Rights.

### **3.4 Access to Project Lands**

If a notice is provided by Project Co for access to any Project Lands in accordance with Section 3.1 [Project Lands Access Notice] of this Schedule, the Preferred Access Date shall become the Specified Access Date, unless the Province, acting reasonably, notifies Project Co within 10 Business Days that the Province disagrees with Project Co as to the Preferred Access Date in light of the Works Schedule. If the Province, acting reasonably, disagrees with Project Co as to the Preferred Access Date in light of the Works Schedule, the Specified Access Date shall be as designated by the Province. If there is a dispute with respect to the date so designated by the Province:

- (a) it shall be resolved pursuant to the Dispute Resolution Procedure; and
- (b) if such dispute is resolved in favour of Project Co, it will be a Relief Event to the extent of the difference between the Specified Access Date determined under the Dispute Resolution Procedure and the Specified Access Date designated by the Province.

### **3.5 Supplementary Project Lands**

- (a) 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:
- (i) the acquisition, use or occupation of any Supplementary Project Lands or Land Rights in respect of Supplementary Project Lands acquired, used or occupied for the purposes of performing the obligations of Project Co under this Agreement;
  - (ii) the acquisition of any Land Rights in respect of Supplementary Project Lands required by any Utility Supplier in connection with any Utility which is relocated or constructed by Project Co as part of the Project Work,
- including an amount (the “**Acquisition Cost**”) equal to the aggregate of:
- (iii) the amount payable by the Province or BCTFA as the price for such Supplementary Project Lands or Land Rights in respect of Supplementary Project Lands;
  - (iv) all costs, expenses and taxes payable by the Province or BCTFA in connection with the acquisition of such Supplementary Project Lands or Land Rights in respect of Supplementary Project Lands, including all costs and expenses of lawyers, appraisers, land agents and other consultants reasonably required in connection therewith; and
  - (v) all “disturbance damages” and “owner costs” each as described in the *Expropriation Act* (British Columbia).
- (b) 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:
- (i) the acquisition, use or occupation of any Supplementary Project Lands or Land Rights in respect of Supplementary Project Lands referred to in Section 3.5(a)(i) of this Schedule; or
  - (ii) the acquisition of any Land Rights in respect of Supplementary Project Lands referred to in Sections 3.5(a)(ii) or (iii) of this Schedule.

### **3.6 Estimated Cost**

The Province shall be under no obligation to acquire Supplementary Project Lands or Land Rights in respect of any Supplementary Project Lands unless Project Co first provides payment to the Province of an amount equal to the estimated Acquisition Cost, as estimated by the Province and notified to Project Co.

### **3.7 Adjustments**

The Province shall calculate the actual Acquisition Cost following the date upon which any Supplementary Project Lands or Land Rights in respect of Supplementary Project Lands have been acquired. If, in respect of any Supplementary Project Lands or Land Rights in respect of Supplementary Project Lands, the amount paid by Project Co pursuant to Section 3.6 [Estimated Cost] of this Schedule:

- (a) is less than the actual Acquisition Cost for which Project Co is responsible pursuant to Sections 3.5(a)(iv) and (v) of this Schedule, Project Co shall pay the shortfall to the Province within 20 Business Days of written demand; and
- (b) exceeds the actual Acquisition Cost for which Project Co is responsible pursuant to Sections 3.5(a)(iv) and (v) of this Schedule, such excess shall be paid by the Province to Project Co within 20 Business Days of calculation of such excess.

The provisions of this Section 3.7 shall survive the termination or expiry of this Agreement.

### **3.8 Postponement of Specified Access Date**

The Province may, by notice to Project Co, postpone any Specified Access Date, from time to time, with respect to any parcel of Project Lands or Land Rights, and any such postponement shall be treated as a Compensation Event.

### **3.9 Early Specified Access Date**

Notwithstanding any Specified Access Date or any Preferred Access Date designated by Project Co, the Province, in its discretion and at any time on 20 Business Days' notice to Project Co, may make available to Project Co any part of the Project Lands pursuant to Section 2.5(a)(i) of this Agreement which has not yet been made available to Project Co and the date so specified in the notice shall thereafter be the Specified Access Date for the purposes of this Agreement.

### **3.10 Extensions of Access Period**

If the Conditions of Access relating to any part of the Project Site:

- (a) specify an Access Period Expiry Date that is prior to the Substantial Completion Date; and
- (b) do not state that extensions are not permitted,

Project Co shall be entitled to an extension of the Access Period in respect of such part provided that it complies with the following procedure:

- (c) Project Co shall, by written notice to the Province's Representative to be received by the Province's Representative no later than the expiry date of the Extension Notice Period in respect of such part, request the Province to obtain an extension of the Access Period in respect of such part;

- (d) unless otherwise agreed by the Province, any such request shall be for an extension of a duration in length equal to the period specified in the “Rate for Time Extensions” specified in the Conditions of Access relating to such part (or whole increments of such period);
- (e) provided that such extension expires on or before the Substantial Completion Date and subject always to Sections 3.10(c), (d), (f) and (g) of this Schedule, Project Co may (provided that the Conditions of Access relating to such part do not prohibit a non-continuous extension) request an extension in respect of such part for a period that is not continuous with the initial Access Period;
- (f) if applicable, the maximum number of requests for an extension to the Access Period in respect of any single part of the Project Site shall be the number specified as the “Permitted Time Extensions” in the Conditions of Access relating to such part; and
- (g) Except where the extension is required as a result of a Supervening Event, Project Co shall bear the cost of obtaining any such extension, which cost shall be determined using the “Rate for Time Extensions” specified in the Conditions of Access relating to such part and shall be paid to the Province at the same time as delivery of the notice requesting such extension pursuant to Section 3.10(c) of this Schedule.

### **3.11 Other Lands**

- (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 Lands, 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 Lands or Land Rights in respect of Other Lands 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 Lands or Land Rights in respect of Other Lands 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 Lands, for the purposes of performing the obligations of Project Co under this Agreement, and before using or allowing the use of any Other Lands for such purposes, Project Co shall provide to the Province’s Representative:
  - (i) evidence satisfactory to the Province’s Representative that such acquisition and use for such purposes will not require an application for an environmental assessment 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 Substantial 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 are made available to the Province and BCTFA for their 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 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 3.11, Project Co shall indemnify the Province and BCTFA against any Claims and Direct Losses at any time suffered or incurred by, or brought or made against, the Province or BCTFA that arise directly or indirectly as a result of or in connection with:
  - (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/or BCTFA.

The provisions of this Section 3.11(e) shall survive the termination of this Agreement.

### **3.12 Project Co Not to Acquire Designated Project Lands or Supplementary Project Lands**

For greater certainty, neither Project Co, Principal Contractor or Subcontractor, nor any Affiliate of Project Co, Principal Subcontractor or of a Subcontractor shall acquire Designated Project Lands or Land Rights in respect of Designated Project Lands or Supplementary Project Lands or Land Rights in respect of Supplementary Project Lands, (including for certainty any rights to the airspace above or the surface or subsurface of any such lands), without the prior written consent of the Province, in its discretion.

### **3.13 Active Construction once Access to Project Lands**

In determining the Preferred Access Date for each part of the Project Site, Project Co will select a date from which it will, forthwith on obtaining access, be able to secure such part of the Project Site, commence Construction and continue thereafter actively to complete Construction and the Project Work on such part of the Project Site. Project Co covenants and agrees with the Province that it will:

- (a) on the Specified Access Date for each part of the Project Site, secure that part; and

- (b) unless the Specified Access Date was designated as such under Section 3.9 of this Schedule, within 45 days of such Specified Access Date, commence Construction and continue thereafter actively to complete Construction and the Project Work on such part of the Project Site.

**PART 4  
LAND RIGHTS AND ENCUMBRANCES**

**4.1 Performance of Agreements**

Without limiting or derogating from any other obligation of Project Co pursuant to this Agreement, Project Co shall:

- (a) observe, comply with and perform, and cause the Principal Subcontractors, the Subcontractors and any other person for whom Project Co is in law responsible to observe, comply with and perform, all Site Requirements and any Compulsory Acquisition Orders, Utility Agreements, Indigenous Requirements, Requirements of Interested Parties and Permits; and
- (b) not do or omit to do, and not cause or permit to be done or omitted by any Principal Subcontractor, any Subcontractor, or any other person for whom Project Co is in law responsible, anything that would constitute or result in non-compliance with any of the Site Requirements or any Compulsory Acquisition Orders, Indigenous Requirements, Requirements of Interested Parties and Permits.

**4.2 Exception to Project Co Responsibilities for Designated Project Lands**

With respect to Designated Project Lands, 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 in respect thereof or to indemnify third parties in respect of the non-payment thereof, except for:

- (a) any rent, user fees, property taxes or occupancy costs that become payable as a direct result of a failure by Project Co to observe, comply with or perform:
  - (i) any of the Site Requirements; or
  - (ii) any obligations of Project Co under this Agreement (including Section 3.13 of this Schedule); or
- (b) any amount payable by Project Co pursuant to Section 3.10(g) of this Schedule.

**4.3 Project Work to Comply**

Project Co shall perform the Project Work such that:

- (a) Project Co observes, complies with and performs all Site Requirements, Compulsory Acquisition Orders, Utility Agreements, Indigenous Requirements, Requirements of Interested Parties and Permits;
- (b) all Work is performed in a manner that does not breach any of the Site Requirements, Compulsory Acquisition Orders, Utility Agreements, Indigenous Requirements, Requirements of Interested Parties and Permits; and
- (c) there will be no act or omission to act by Project Co, any Principal Subcontractor, any Subcontractor, or any other person for whom Project Co is in law responsible, that gives rise to a right for any person to obtain any Land Rights or creates an Encumbrance on the Project Site, the Project Infrastructure or the Plant or any part thereof.

#### **4.4 Additional Agreements**

- (a) The Province or BCTFA may from time to time obtain, enter into, assume or grant, additional or amended agreements that create new Site Requirements or amend existing Site Requirements and all obligations of Project Co under this Agreement shall apply with respect to such new or amended Site Requirements, including those resulting from Compulsory Acquisition Orders.
- (b) Subject to Section 4.4(c) of this Schedule, if the Province or BCTFA obtains, enters into, assumes or grants any such additional or amended agreements after the Financial Submittal Date, or otherwise amends any of the Site Requirements after the Financial Submittal Date, the Province shall issue a request for a Province Change and the provisions of Part 7 [Province Changes and Project Co Proposals] of this Agreement shall apply accordingly unless:
  - (i) such additional or amended agreement, or other amendment, is formalizing an arrangement between the relevant parties substantially on the same terms as, or formalizing the terms which, have been disclosed in the Disclosed Data prior to the Financial Submittal Date; or
  - (ii) such additional or amended agreement, or other amendment, is on terms:
    - (A) disclosed in the Disclosed Data prior to the Financial Submittal Date;
    - (B) substantially the same as those disclosed in the Disclosed Data prior to the Financial Submittal Date; or
    - (C) which have no material adverse impact upon Project Co,and, in the cases of Sections 4.4(b)(i) and 4.4(b)(ii) of this Schedule, the Province shall give Project Co prompt notice of having entered into the additional or amended agreement.
- (c) The provisions of Section 4.4(b) of this Schedule shall not apply to:

- (i) any agreements entered into by the Province or BCTFA for the purposes of acquiring any lands or Land Rights referred to in Section 4.4(d) of this Schedule;
- (ii) any amendments to any agreements that have been entered into prior to the Financial Submittal Date by the Province or BCTFA, to the extent that any such amendment is entered into for the purposes of acquiring any lands or Land Rights referred to in Section 4.4(d) of this Schedule;
- (iii) any new or amended Site Requirements arising from the acquisition of any lands or Land Rights referred to in Section 4.4(d) of this Schedule, or

provided that, for certainty, the provisions of Section 4.4(b) of this Schedule shall apply to any amendments to any agreement referred to in Section 4.4(c)(i) of this Schedule, any amendments to any agreement referred to in Section 4.4(c)(ii) of this Schedule (as amended as contemplated by such Section) and any new or amended Site Requirement relating to any lands or Land Rights referred to in Section 4.4(d) of this Schedule after the date of any such new or amended Site Requirement.

- (d) The lands and Land Rights referred to in Sections 4.4(c)(i) and (ii) of this Schedule are:
  - (i) any Supplementary Project Lands or Land Rights in respect of Supplementary Project Lands (including, but not limited to, any acquired pursuant to Sections 3.2 [Additional Lands for Utility Work] or 3.3 [Additional Lands for Province Infrastructure] of this Schedule); or
  - (ii) any Designated Project Lands or Land Rights in respect of Designated Project Lands acquired pursuant to Section 3.2 [Additional Lands for Utility Work] of this Schedule.

#### **4.5 No Encumbrances by Project Co**

- (a) Project Co shall not:
  - (i) grant, create, incur or cause, any Encumbrance upon, affecting or against all or any part of the Project Site, the Project Infrastructure or any Plant title which has passed to the Province in accordance with Section 2.12; nor
  - (ii) do or omit to do, or cause, suffer or permit to be done or omitted by any Principal Subcontractor, any Subcontractor, or any other 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 which has passed to the Province in accordance with Section 2.12.
- (b) If all or any part of the Project Site or the Project Infrastructure or any Plant becomes subject to any Encumbrance as a result of a breach of Section 4.5(a) of this Schedule, Project Co shall immediately take all necessary steps to remove such Encumbrance. Subject to Section 4.7 [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 either the Province or BCTFA may, but without any obligation to do so, remove or cause to be removed the Encumbrance at Project Co's cost.

- (c) Project Co shall indemnify and hold harmless the Province and the Province Indemnified Persons, and each of them, from and against any and all Claims and Direct Losses at any time suffered or incurred by, or brought or made against, the Province and the Province Indemnified Persons, or any of them, that arise directly or indirectly out of, in the course of, in connection with or as a result of Project Co's breach of Section 4.5 [No Encumbrances by Project Co] of this Schedule.

#### **4.6 Notice of Liens**

Project Co shall 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 filed against or otherwise affect or relate to the Project Site or the Project Infrastructure or any part thereof, promptly after Project Co becomes aware thereof.

#### **4.7 Removal of Liens**

- (a) Without limiting the generality of Section 4.5 [No Encumbrances by Project Co] of this Schedule or any of Project Co's other obligations under this Agreement, Project Co shall 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 that are registered against or otherwise affect or relate to the Project Site or the Project Infrastructure or any part thereof to be either:
  - (i) paid, satisfied, discharged and, if filed, to be cancelled from title; or
  - (ii) removed or cancelled from title following the payment of money into or the posting of security with the Court in accordance with section 23 or 24, as applicable, of the *Builders Lien Act* (British Columbia),

within 15 Business Days (or such longer period as may reasonably be required in the circumstances (including where Project Co is disputing any such lien or claim in good faith and is in compliance with its obligations under Section 4.7(b) of this Schedule), provided that Project Co is proceeding with all due diligence) following the date on which Project Co becomes aware thereof and, if Project Co fails to do so, the Province or BCTFA may, but without any obligation to do so, pay, satisfy and discharge the lien or cause it to be removed or cancelled from title by paying money into or posting security with the Court. Project Co shall, on demand, reimburse the Province or BCTFA (as the case may be) all amounts so paid or attributable to or drawn under the security so posted, together with all related costs (including legal costs) and expenses and the provisions of Section 10.4 [Province's Right of Set Off] shall apply to all such amounts, costs and expenses.

- (b) If Project Co, in good faith, disputes any liens or claims described in Section 4.7(a) of this Schedule, Project Co shall be entitled to defend against the lien or claim in any proceedings if Project Co first:
  - (i) pays into Court an amount of money equal to, or posts with the Court sufficient security for, the amount claimed and costs as the Court may direct, and obtains a Court order for the removal or cancellation of such lien or claim as a lien or claim filed against or otherwise affecting or pertaining to the Project Site or Project Infrastructure or any part thereof, and registers any such order in the Land Title Office to remove or cancel any such lien or claim from title to the Project Site or any part thereof; or
  - (ii) provides to the Province's Representative such other security or remedies in favour of the Province in respect of such lien or claim as are acceptable to the Province's Representative, acting reasonably.

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

- (a) Subject to the terms of the ATC Supply Contract, 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.
- (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).

### **PART 5 RAILWAY AGREEMENTS**

#### **5.1 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 on Railway Lands are inadequate for the construction, maintenance and use of the Project Infrastructure, in the form provided for in the

applicable Railway Crossing 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 5.1(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.

## **5.2 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.

## **5.3 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.

## **5.4 Requirement for Consent of Province**

Where:

- (a) a proposed Railway Crossing Agreement with a Railway contemplated by Section 5.1(a) of this Schedule Railway Construction/Entry Permit or renewal or extension thereof that is Project Co's obligation to obtain, renew or extend under Section 5.2 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 and Permits;

- (b) a proposed Railway Order referred to in Section 5.1(b) of this Schedule has requirements that may impose any conditions, liabilities, obligations or costs on the 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 and Permits; or
- (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 5.2 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
- (d) a proposed Railway Order referred to in Section 5.3 [Railway Orders] of this Schedule has requirements that may impose any conditions, liabilities, obligations or costs on the 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 and Permits,

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).

### **5.5 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 5.1 of this Schedule and any consent of the Province's Representative required under Section 5.4 [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 5.1(b) or Section 5.3 [Railway Orders] of this Schedule has been obtained, and any consent of the Province's Representative required under Section 5.4 [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 from and after the Effective Date with a Railway and each Railway Order referred to in Section 5.1(b) or Section 5.3 [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).

#### **5.6 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 5 [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.

#### **5.7 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 5 [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.

#### **5.8 Agreements and Orders**

Notwithstanding the other provisions of this Part 5, 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.

**5.9 Meaning of “British Columbia Minister of Transportation and Infrastructure”**

In Sections 5.1(b), 5.3 [Railway Orders] and 5.5 [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 6  
DEMOLITION WORK AND SITE MATERIALS**

**6.1 Demolition and Modification Work by Project Co**

- (a) Project Co shall be responsible for:
  - (i) the demolition or modification of buildings and other improvements located on the Project Lands;
  - (ii) the disturbance, excavation, extraction, relocation or disposal of Site Materials; and
  - (iii) the restoration of lands affected by Project Work,in accordance with this Part 6 and to the extent described in the applicable Conditions of Access (the “**Demolition and Modification Work**”).
- (b) Unless the applicable Conditions of Access confirms that the Province has completed a hazardous building materials investigation of the buildings to be demolished or modified by Project Co, and the reports from such investigations have been provided as Disclosed Data, then Project Co will be responsible to do so.
- (c) Unless otherwise specified in the applicable Conditions of Access, Project Co shall, with effect from the commencement of the Access Period in respect of any relevant parcel, be responsible for the buildings and any other improvements subject to the Demolition and Modification Work, including payment of any utility fees, security and maintenance, and protection against vandalism.

**6.2 Demolition of Buildings and Improvements, and Restoration of Project Site**

- (a) Unless and to the extent otherwise specified in the applicable Conditions of Access, prior to termination or expiry of the Access Period in respect of any relevant parcel, Project Co shall, for all buildings and other improvements to be demolished or modified as part of the Demolition and Modification Work, be responsible for:
  - (i) all utility disconnects;

- (ii) the removal of the buildings, improvements and foundations; and
- (iii) the backfill and grading of the applicable parcel of land to current Master Municipal Construction Document standard or better,

and on such termination or expiry shall hand over the entire parcel to the Province or BCTFA in a generally clean, safe and tidy condition.

- (b) Project Co shall comply with the requirements set out in Appendix D of this Schedule, and any applicable provincial and federal Laws, including those requirements related to the removal and disposal of any hazardous building materials.

### **6.3 Modification of Buildings**

- (a) If the applicable Conditions of Access provide Project Co with the option of modifying an existing building which is to remain on the Project Lands after the completion of the Project Work, Project Co shall comply with all applicable provincial and federal Laws, including the applicable City building by-laws, building and occupancy permit processes, and, prior to the termination or expiry of the Access Period in respect of any relevant parcel, Project Co shall provide the Province or BCTFA with the occupancy permit for each building modified as part of the Demolition and Modification Work. Unless otherwise specified in the applicable Conditions of Access, Project Co shall:
  - (i) submit to the Province's Representative any proposed building modification work for acceptance, in its discretion, in accordance with the Consent Procedure, prior to undertaking any such work; and
  - (ii) not complete any building modification work or take any other action that diminishes the use of the building for any of the purposes permitted for that building under applicable City by-laws prior to the commencement of the Project Work applicable to the applicable part of the Project Lands.

If Project Co has undertaken any modification of a building as part of the Demolition and Modification Work, Project Co shall hand over the applicable parcel to the Province or BCTFA with full utility services connected for such building and in a clean, safe and tidy condition prior to the termination or expiry of the Access Period in respect of the applicable parcel of land.

### **6.4 Site Materials**

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

- (a) in accordance with applicable Laws, Permits, all relevant Site Requirements and any Compulsory Acquisition Orders 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 Design and Construction Requirements;

- (c) subject to the rights of all third parties, whether being rights in or to the Site Materials, Land Rights, Site Requirements and any Compulsory Acquisition Orders, Utility Agreements, 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 were undertaking the same.



**APPENDIX A  
PROJECT LANDS AND OTHER LANDS**

**Table A-1: Designated Project Lands**

Project Lands Drawing		Property Information		Permanent Lands		Temporary Lands		Minimum Notice Period (Calendar Days)
Dwg No.	Dwg. Stationing (Approx.)	Civic Address	P.I.D. or other description where P.I.D. not available	Extent of Taking	Specified Access Date	Extent of Taking	Specified Access Date	
<b>TITLED FEE SIMPLE LAN</b>								
141,142	100+000		028-943-732	Partial - SRW	TBD	Partial - SRW	TBD	60 days
141,142	100+100		003-464-679	Partial - SRW	TBD not before 1 Nov 2021	Partial - SRW	TBD not before 1 Nov 2021	60 days
142	100+180		024-175-650	Partial - SRW	TBD	Partial - SRW	TBD not before 1 Sep, 2020	60 days
141, 142	100+060		026-090-848	Full - SRW	TBD not before 1 Nov 2021	N/A	N/A	30 days
141,142	100+060		016-607-520	Partial - SRW	TBD not before 1 Nov 2021	N/A	N/A	120 days
142	100+300		025-102-419	Partial - SRW	TBD	Partial - SRW	TBD	60 days
143	100+550		025-102-435	N/A	N/A	Partial - SRW	TBD not before 1 July, 2020	30 days
143	100+600		027-789-624	Partial - SRW	TBD	Partial - SRW	TBD	8 months
143,144	100+600		027-789-624	Partial - SRW	TBD	Partial - SRW	TBD	8 months
144	100+840		027-789-624	Partial - SRW	Effective Date	Partial - SRW	TBD	N/A
144	100+900		029-752-388	N/A	N/A	Full - Licence Agreement	TBD not before 1 July, 2020	30 days
144	100+960		030-517-508	Partial - SRW	Effective Date	Partial - SRW	Effective Date	N/A
144	101+010		030-517-516	Partial - SRW	Effective Date	Partial - SRW	Effective Date	N/A
144	100+960		029-920-060	N/A	N/A	Partial - SRW	Effective Date	N/A

**BROADWAY SUBWAY PROJECT  
PROJECT AGREEMENT  
SCHEDULE 8: LANDS**

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Project Lands Drawing		Property Information		Permanent Lands		Temporary Lands		Minimum Notice Period (Calendar Days)
Dwg No.	Dwg. Stationing (Approx.)	Civic Address	P.I.D. or other description where P.I.D. not available	Extent of Taking	Specified Access Date	Extent of Taking	Specified Access Date	
144,145	101+060		Strata Plan EPS3641	Partial - SRW	TBD	N/A	N/A	90 days
145	101+120		007-904-568	Partial - Subsurface SRW	TBD	N/A	N/A	60 days
145	101+180		007-473-036	Partial - Subsurface SRW	Effective Date	N/A	N/A	N/A
145	101+240		Strata Plan VAS1213	Partial - Subsurface SRW	Effective Date	N/A	N/A	N/A
145	101+420		Strata Plan EPS3128	Partial - Subsurface SRW	Effective Date	N/A	N/A	N/A
147	101+460		015-551-555	Partial - Subsurface SRW	Effective Date	N/A	N/A	N/A
147	101+450		015-551-539	Partial - Subsurface SRW	Effective Date	N/A	N/A	N/A
147	101+460		015-551-521	Partial - Subsurface SRW	Effective Date	N/A	N/A	N/A
147	101+520		007-621-604	Partial - Subsurface SRW	TBD not before 1 July, 2020	N/A	N/A	30 days
147	101+540		015-537-790	Partial - Subsurface SRW	Effective Date	N/A	N/A	N/A
147	101+550		015-537-846	Partial - Subsurface SRW	Effective Date	N/A	N/A	N/A
147	101+560		015-537-587	Partial - Subsurface SRW	Effective Date	N/A	N/A	N/A
147	101+550		015-537-617	Partial - Subsurface SRW	Effective Date	N/A	N/A	N/A
147	101+570		006-840-752	Partial - Subsurface SRW	Effective Date	N/A	N/A	N/A
147	101+600		009-892-745	Partial - Subsurface SRW	Effective Date	N/A	N/A	N/A
147	101+610		015-537-897	Partial - Subsurface SRW	Effective Date	N/A	N/A	N/A
151	101+810		015-268-985	Partial - Fee Simple	Effective Date	Partial - Lease Agreement	Effective Date	N/A
151	101+810		028-361-687	Partial - Fee Simple	Effective Date	Partial - Lease Agreement	Effective Date	N/A

**BROADWAY SUBWAY PROJECT  
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SCHEDULE 8: LANDS**

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Project Lands Drawing		Property Information		Permanent Lands		Temporary Lands		Minimum Notice Period (Calendar Days)
Dwg No.	Dwg. Stationing (Approx.)	Civic Address	P.I.D. or other description where P.I.D. not available	Extent of Taking	Specified Access Date	Extent of Taking	Specified Access Date	
151	101+830		018-507-255	N/A	N/A	Full - Lease Agreement	Effective Date	N/A
151	101+850		015-272-401	N/A	N/A	Full - Lease Agreement	Effective Date	N/A
151	101+870		015-272-397	N/A	N/A	Full - Lease Agreement	Effective Date	N/A
153	102+660		002-561-581	Partial - SRW	TBD not before 1 July, 2020	Partial - Licence Agreement	TBD not before 1 July, 2020	30 days
153	102+680		014-688-191	N/A	N/A	Full - Licence Agreement	TBD not before 1 July, 2020	30 days
153	120+690		014-688-140	N/A	N/A	Full - Licence Agreement	TBD not before 1 July, 2020	30 days
153	102+720		014-688-123	Partial - SRW	TBD not before 1 July, 2020	Partial - Licence Agreement	TBD not before 1 July, 2020	30 days
153	102+750		014-688-107	Partial - SRW	TBD not before 1 July, 2020	N/A	N/A	Existing Station & Plaza: See Schedule 4, Part 2, Article 18 Remaining: 30 days
153	102+770		014-688-085	Partial - SRW	TBD not before 1 July, 2020	N/A	N/A	Existing Station & Plaza: See Schedule 4, Part 2, Article 18 Remaining: 30 days

**BROADWAY SUBWAY PROJECT  
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Project Lands Drawing		Property Information		Permanent Lands		Temporary Lands		Minimum Notice Period (Calendar Days)
Dwg No.	Dwg. Stationing (Approx.)	Civic Address	P.I.D. or other description where P.I.D. not available	Extent of Taking	Specified Access Date	Extent of Taking	Specified Access Date	
153	102+770		014-688-336	Partial - SRW	TBD not before 1 July, 2020	N/A	N/A	Existing Station & Plaza: See Schedule 4, Part 2, Article 18  Remaining: 30 days
153	102+750		014-688-328	Partial - SRW	TBD not before 1 July, 2020	N/A	N/A	Existing Station & Plaza: See Schedule 4, Part 2, Article 18  Remaining: 30 days
153	102+740		014-688-310	Partial - SRW	TBD not before 1 July, 2020	Partial - Licence Agreement	TBD not before 1 July, 2020	30 days
153	102+730		014-688-301	N/A	N/A	Partial - Licence Agreement	TBD not before 1 July, 2020	30 days
153	102+710		014-688-298	N/A	N/A	Partial - Licence Agreement	TBD not before 1 July, 2020	30 days
153	102+690		014-688-247	N/A	N/A	Partial - Licence Agreement	TBD not before 1 July, 2020	30 days
153	102+680		014-688-239	N/A	N/A	Partial - Licence Agreement	TBD not before 1 July, 2020	30 days
153	102+670		014-688-221	N/A	N/A	Partial - Licence Agreement	TBD not before 1 July, 2020	30 days
153	102+770		011-059-257	Partial - SRW	TBD not before 1 July, 2020	Partial - Licence Agreement	TBD not before 1 July, 2020	30 days
153	<del>420+830</del> 102+810		030-482-402	N/A	N/A	Partial SRW (for utility relocation)	TBD	90 days
155	103+490		015-184-668	Partial - Fee Simple	Effective Date	N/A	N/A	N/A

**BROADWAY SUBWAY PROJECT  
PROJECT AGREEMENT  
SCHEDULE 8: LANDS**

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Project Lands Drawing		Property Information		Permanent Lands		Temporary Lands		Minimum Notice Period (Calendar Days)
Dwg No.	Dwg. Stationing (Approx.)	Civic Address	P.I.D. or other description where P.I.D. not available	Extent of Taking	Specified Access Date	Extent of Taking	Specified Access Date	
155	103+500		006-260-195	Partial - SRW	Effective Date	N/A	N/A	N/A
155	103+520		015-184-641	N/A	N/A	Full - Lease Agreement	1 July, 2020	N/A
155,156	103+610		015-184-676	Partial - SRW	Effective Date	N/A	N/A	N/A
158	104+370		004-054-849	Partial - SRW	1 Oct, 2020	Partial - Lease Agreement	1 Oct, 2020	N/A
158	104+380		004-060-024	N/A	N/A	Full - Lease Agreement	1 Oct, 2020	N/A
158	104+400		015-201-261	N/A	N/A	Full - Lease Agreement	1 Sep, 2020	N/A
158	104+410		013-709-712	N/A	N/A	Full - Lease Agreement	1 Sep, 2020	N/A
158	104+430		009-180-036	N/A	N/A	Full - Lease Agreement	1 Sep, 2020	N/A
158	104+450		015-201-180	Station Box: Partial – Fee Simple Air Space Parcel  Station Plaza Area: Partial - SRW	TBD not before 31 Dec, 2022	N/A	N/A	30 days
158	104+460		015-201-171	Station Box: Partial – Fee Simple Air Space Parcel  Station Plaza Area: Partial - SRW	TBD not before 31 Dec, 2022	N/A	N/A	30 days
158	101+480		015-201-163	Station Box: Partial – Fee Simple Air Space Parcel  Station Plaza	TBD not before 31 Dec, 2022	N/A	N/A	30 days

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Project Lands Drawing		Property Information		Permanent Lands		Temporary Lands		Minimum Notice Period (Calendar Days)
Dwg No.	Dwg. Stationing (Approx.)	Civic Address	P.I.D. or other description where P.I.D. not available	Extent of Taking	Specified Access Date	Extent of Taking	Specified Access Date	
				Area: Partial - SRW				
158	101+480		015-201-155	Station Box: Partial – Fee Simple Air Space Parcel  Station Plaza Area: Partial - SRW	TBD not before 31 Dec, 2022	N/A	N/A	30 days
158	101+480		015-201-147	Station Plaza Area: Partial - SRW	TBD not before 31 Dec, 2022	N/A	N/A	30 days
161	105+520		023-895-837	Partial - SRW	TBD not before 1 July, 2020	Full - Licence Agreement	TBD not before 1 July, 2020	30 days
161	105+510		023-895-756	N/A	N/A	Full - Licence Agreement	TBD not before 1 July, 2020	30 days
161	105+520		023-895-519	Partial - SRW	TBD not before 1 July, 2020	Full - Licence Agreement	TBD not before 1 July, 2020	30 days
161	105+510		023-895-578	N/A	N/A	Full - Licence Agreement	TBD not before 1 July, 2020	30 days
161	105+530		015-195-229	Full - SRW	TBD not before 1 July, 2020	N/A	N/A	30 days
161	105+550		015-192-091	Full - SRW	TBD not before 1 July, 2020	N/A	N/A	30 days
161	105+530		015-191-931	Full - SRW	TBD not before 1 July, 2020	N/A	N/A	30 days
161	105+550		023-853-778	Full - SRW	TBD not before 1 July, 2020	N/A	N/A	30 days
161	105+460		028-033-540	Partial - SRW	TBD	Partial - SRW	TBD	60 days

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Project Lands Drawing		Property Information		Permanent Lands		Temporary Lands		Minimum Notice Period (Calendar Days)
Dwg No.	Dwg. Stationing (Approx.)	Civic Address	P.I.D. or other description where P.I.D. not available	Extent of Taking	Specified Access Date	Extent of Taking	Specified Access Date	
161	105+520		015-259-005	N/A	N/A	Full - Licence Agreement	TBD not before 1 July, 2020	30 days
161	105+510		023-895-845	N/A	N/A	Full - Licence Agreement	TBD not before 1 July, 2020	30 days
161	105+520		015-978-427	N/A	N/A	Full - Licence Agreement	TBD not before 1 July, 2020	30 days
161	105+510		015-977-226	N/A	N/A	Full - Licence Agreement	TBD not before 1 July, 2020	30 days
<b>ROADS</b>								
141			Glen Drive (Great Northern Way to north of 1077 Great Northern Way)			Full - Municipal Agreement	TBD not before 1 July, 2020	10 days
142			Foley Street			Full - Municipal Agreement	TBD not before 1 July, 2020	10 days
142,143			Earl Finning Way	Full - Municipal Agreement	TBD not before 1 July, 2020			10 days
143			Fraser Street			Full - Municipal Agreement	TBD not before 1 July, 2020	10 days
143			Carolina Street			Full - Municipal Agreement	TBD not before 1 July, 2020	10 days
143,144			East 1st Avenue (Carolina Street to 1850 Thornton Street)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020	Full - Municipal Agreement	TBD not before 1 July, 2020	10 days
144			East 1st Avenue (Thornton Street to west of 384 Great Northern Way)			Full - Municipal Agreement	TBD not before 1 July, 2020	10 days
144			Thornton Street	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020	Full - Municipal Agreement	TBD not before 1 July, 2020	10 days

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Project Lands Drawing		Property Information		Permanent Lands		Temporary Lands		Minimum Notice Period (Calendar Days)
Dwg No.	Dwg. Stationing (Approx.)	Civic Address	P.I.D. or other description where P.I.D. not available	Extent of Taking	Specified Access Date	Extent of Taking	Specified Access Date	
143 to 145			Great Northern Way (east of 701 Great Northern Way to Scotia Street)			Partial - Municipal Agreement	TBD not before 1 July, 2020	10 days
145			Great Northern Way (Thornton St to Brunswick St)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020			10 days
145			East 2nd Avenue (20 metres east of Brunswick Street)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020			10 days
145			Unnamed lane (23 metres east of Brunswick Street)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020			10 days
145, 147			Brunswick Street (East 2nd Avenue to East 8th Avenue)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020			10 days
147			East 8th Avenue (30 metres west of Brunswick Street)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020			10 days
147			Unnamed Lane (35 to 75 metres west of Brunswick Street)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020			10 days
147, 151			E Broadway (333 E Broadway to Ontario Street)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020			10 days
147			Main Street (East 8th Avenue to East 10th Avenue)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020	Full - Municipal Agreement	TBD not before 1 July, 2020	10 days



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Project Lands Drawing		Property Information		Permanent Lands		Temporary Lands		Minimum Notice Period (Calendar Days)
Dwg No.	Dwg. Stationing (Approx.)	Civic Address	P.I.D. or other description where P.I.D. not available	Extent of Taking	Specified Access Date	Extent of Taking	Specified Access Date	
149, 151			East 8th Avenue (Main Street to Quebec Street)			Full - Municipal Agreement	TBD not before 1 July, 2020	10 days
151			Quebec Street (East 8th Avenue to East 10th Avenue)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020	Full - Municipal Agreement	TBD not before 1 July, 2020	10 days
151			East 10th Avenue (2545 Main Street to 125 E 10th Avenue)	-	-	Partial - Municipal Agreement	TBD not before 1 July, 2020	10 days
151			Unnamed Lane (Quebec Street to East 10th Avenue)	-	-	Full - Municipal Agreement	TBD not before 1 July, 2020	10 days
151 to 161			W Broadway (Ontario Street to Yew Street)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020	Full - Municipal Agreement	TBD not before 1 July, 2020	10 days
152			Alberta Street (West 8th Avenue to Unnamed lane south of W Broadway)			Full - Municipal Agreement	TBD not before 1 July, 2020	10 days
153			Yukon Street (West 8th Avenue to West 10th Avenue)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020	Full - Municipal Agreement	TBD not before 1 July, 2020	10 days
153			Cambie Street (West 8th Avenue to West 10th Avenue)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020	Full - Municipal Agreement	TBD not before 1 July, 2020	10 days
153			Unnamed Lane (Yukon Street to Cambie Street)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020	Full - Municipal Agreement	TBD not before 1 July, 2020	10 days
155			Laurel Street (West 8th Avenue to West 10th Avenue)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020	Full - Municipal Agreement	TBD not before 1 July, 2020	10 days

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Project Lands Drawing		Property Information		Permanent Lands		Temporary Lands		Minimum Notice Period (Calendar Days)
Dwg No.	Dwg. Stationing (Approx.)	Civic Address	P.I.D. or other description where P.I.D. not available	Extent of Taking	Specified Access Date	Extent of Taking	Specified Access Date	
155			Unnamed Lane (Laurel Street to 922 W Broadway)	-	-	Full - Municipal Agreement	TBD not before 1 July, 2020	10 days
156			Oak Street (West 8th Avenue to West 10th Avenue)	-	-	Full - Municipal Agreement	TBD not before 1 July 2020	10 days
158			Hemlock Street (West 8th Avenue to West 10th Avenue)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020	Full - Municipal Agreement	TBD not before 1 July 2020	10 days
158			Unnamed Lane (Hemlock Street to 1451 W Broadway)			Full - Municipal Agreement	TBD not before 1 July 2020	10 days
158			Laneway east side of Granville Street between West Broadway and east/west lane to north side of West Broadway	Station Box: Partial – Fee Simple Air Space Parcel  Station Plaza Area: Partial - SRW	TBD not before 1 Nov, 2022			10 days
160			Maple Street (West 8th Avenue to West 10th Avenue)	-	-	Full - Municipal Agreement	TBD not before 1 July 2020	10 days
161			Arbutus Street (West 8th Avenue to West 10th Avenue)	Partial - Municipal Agreement for Subsurface rights	TBD not before 1 July, 2020	Full - Municipal Agreement	TBD not before 1 July 2020	10 days
161			West 8th Avenue (Arbutus Street to Arbutus Greenway)	-	-	Full - Municipal Agreement	TBD not before 1 July 2020	10 days

**BROADWAY SUBWAY PROJECT  
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Project Lands Drawing		Property Information		Permanent Lands		Temporary Lands		Minimum Notice Period (Calendar Days)
Dwg No.	Dwg. Stationing (Approx.)	Civic Address	P.I.D. or other description where P.I.D. not available	Extent of Taking	Specified Access Date	Extent of Taking	Specified Access Date	
161			Unnamed Lane (2080 W Broadway to 2096 W Broadway)			Full - Municipal Agreement	TBD not before 1 July 2020	10 days
161			Unnamed Lane (2091 W Broadway to Arbutus Greenway)			Full - Municipal Agreement	TBD not before 1 July 2020	10 days

**Table A-2: Supplementary Project Lands**

Description of Land (Column 1)		Land Rights (Column 2)	Permanent Project Lands/ Temporary Project Lands (Column 3)	Minimum Notice Period (Column 4)	Specified Access Date (Not Before Date) (Column 5)
<b>Project Lands Dwg No. (Column 1(a))</b>	<b>P.I.D. (or other description where P.I.D. not available) (Column 1(b))</b>	<b>[NTD: Insert Nature of Land Rights including Extent of Taking (i.e.: fee simple, statutory right of way, licence)]</b>	<b>[NTD: Identify whether Permanent Project Lands or Temporary Project Lands]</b>		
Nil					

**Table A-3: Other Lands**

Property Identification (Column 1)		Anticipated Date of Taking (e.g. July 1, 2016 or [◆] months after the Effective Date) (Column 2)	Extent of Taking (e.g. extent of parcel to be taken) (Column 3)	Description and Supporting Data (Column 4)  (Details of Information of the interest in lands requested, including property description, propose use, duration of taking, sketch plans and any other information pertinent to the property and its intended use)
P.I.D. (Column 1(a))	Physical Address (Street Address and City) (Column 1(b))			
Nil				

**APPENDIX B  
PROJECT SITE ENCUMBRANCES**

**The Province has identified certain Project Site Encumbrances which are not registered on the title in the Land Title Office. Such Project Site Encumbrances are as disclosed under Section 0600.04 [Encumbrances] of the Data Room as of the Effective Date.**

**APPENDIX C  
PROJECT LANDS DRAWINGS**

See separate documents provided by the Province in digital form. The Province shall provide hard copies of the Project Lands Drawings to Project Co after the Effective Date. In the event of any conflict, ambiguity or inconsistency between the digital form and hard copy of the Project Lands Drawings, the digital form will prevail.

**APPENDIX D  
DEMOLITION OF BUILDINGS AND UTILITY SERVICE CAPPING PROCEDURE**

1. Project Co shall, prior to carrying out the demolition of a building (including a temporary building), comply with the following requirements:
  - (a) Project Co shall provide the City with a demolition package containing:
    - (i) a signed and sealed demolition plan;
    - (ii) the property address and legal description;
    - (iii) the existing use;
    - (iv) the number of existing storeys (below grade and above);
    - (v) whether any existing buildings on the site will be retained;
    - (vi) a site plan, showing any existing building(s) to be demolished and surrounding property lines;
    - (vii) a description of the work proposed;
    - (viii) a demolition plan, showing a detailed description of the method of demolition to be used, the dates and times scheduled for demolition, the method of disposing of the demolition debris, the restoration measures for the parcel following demolition and the safety precautions to be taken on the parcel and adjacent areas during the course of demolition;
    - (ix) a survey for hazardous materials (as defined in the City of Vancouver Bulletin 2015-008-EV) confirming it meets the applicable WorkSafeBC standards and requirements;
    - (x) a site profile form (BC Ministry of Environment) for each parcel (or if a site is exempt from completing a site profile, provide the reason and supporting documents for such exemption);
    - (xi) evidence that existing services have been capped in accordance with City requirements; and
    - (xii) an arborist report for all private property trees, including:
      - (A) the species, size, and condition of all trees requiring removal and the reason for removal; and
      - (B) the trees to be retained along with protection plans; and
  - (b) Project Co shall complete the City's typical demolition/utility capping form(s) for review, processing and record of the City.
2. Project Co shall be permitted to excavate and cap City sanitary sewer and drainage services in accordance with the City's standard, complete with trench and road/surface restoration to current City standard or better. Project Co shall provide the City with a minimum of five Business Days' advance notice of the planned work. Prior to trench backfill, Project Co shall call the designated



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City inspector to inspect capping work. Project Co shall pay to the City the actual costs of field inspection. After capping the connection at the main, Project Co shall either remove the abandoned portion or fill it with controlled density fill. To minimize traffic impact, if the main or the abandoned portion of the service will be removed to accommodate Station construction within the following 18 months, Project Co will not be required to complete this work immediately.

3. Project Co shall be permitted to excavate City water service and undertake the water service capping, but shall not operate any main line water valves. The City's own forces will operate main line water valves, and Project Co shall provide the City with not less than two Business Days' notice of a request for such operation. Project Co shall backfill to the City's standard, complete with trench and road/surface restoration to current City standard or better. Prior to trench backfill, Project Co shall call the designated City inspector to inspect capping work. Abandoned pipes less than 450mm in diameter can be left in place. Project Co shall provide the City with a minimum of five Business Days' advance notice of the planned work. Project Co shall pay to the City the actual cost of City works and field inspection.
4. For all Utilities (other than the City services), Project Co shall consult with the Utility Supplier and follow the Utility Supplier's standard operating procedures to organise for the cessation of the Utility service to the property, the removal of the Utility within the property, and the abandonment of the Utility at the property line on terms as agreed with the Utility Supplier.
5. Project Co shall be responsible for arranging full Utility locates.
6. Project Co shall provide the City with notice of road closures and a road closure plan in advance of any work to be completed.
7. If a building is partly occupied and part of the building is undergoing deconstruction or demolition, Project Co shall maintain a fire watch, unless the building is provided with an active fire alarm system.
8. Project Co will comply with all applicable Laws regarding demolitions, including all provincial safety requirements regarding demolitions. Project Co shall make all reasonable efforts to comply with the City of Vancouver Green Demolition By-law to recycle building materials as part of residential building demolitions where there is no material cost or schedule impact to Project Co. If compliance with the City of Vancouver Green Demolition By-law results in a material increase in Project Co's costs and schedule, Project Co shall prepare documentation detailing the incremental cost or schedule impact, for consideration by the Province to exercise a Province Change.