

**PROJECT AGREEMENT
SCHEDULE 7: LANDS**

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LANDS**

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PART 1

DEFINITIONS

PART 1.1 Definitions

In this Schedule, in addition to the definitions set out in Schedule 1 [Definitions and Interpretations], and unless otherwise specified or the context otherwise requires, the following words and expressions have the following meanings:

“**Access Period Expiry Date**” means, in respect of any part of the Site, the date specified as the “Access Period Expiry Date” in the Conditions of Access relating to such part, as such date may be extended in accordance with Section 3.8 [Extensions of Access Period] of this Schedule.

“**Acquisition Cost**” has the meaning given in Section 3.3(a) of this Schedule.

“**Extension Notice Period**” means, in respect of any part of the Site, the period ending on the date that is the number of days specified as the “Notice Period for Time Extensions” in the Conditions of Access relating to such part prior to the Access Period Expiry Date in respect of such part.

“**Fisheries Work**” has the meaning given in Section 3.2A(a)(ii) of this Schedule.

“**Preferred Access Date**” has the meaning given in Section 3.1(a) and 3.1(b) of this Schedule, as applicable.

“**Province Infrastructure Work**” has the meaning given in Section 3.2B(a) of this Schedule.

“**Relevant Utility Work**” has the meaning given in Section 3.2A(a)(i) of this Schedule.

“**Site Materials**” means all materials, including soil, aggregates, gravel, rocks, coal, minerals or other deposits, excavated, arising or produced in connection with the carrying out of the Work on the Site.

PART 2

TERMS AFFECTING SITE ACCESS

PART 2.1 Site Access Subject to Other Rights

Without limiting any other provision of this Agreement, the Primary Contractor’s rights of access to, entry upon and use of the Site are subject to:

- (a) in the case of any part of the Site that is Crown land, all rights over Crown land;
- (b) in the case of any part of the 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 Site;
- (d) the Utility Agreements affecting the Site; and
- (e) the Requirements of Interested Parties.

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PART 2.2 Project Lands Not Yet Acquired

The Primary Contractor 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.

PART 2.3 Commencement of Site Access

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

PART 2.4 Primary Contractor to Provide Assistance

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

PART 2.5 Termination of Site Access

The Primary Contractor's access to each part of the Site pursuant to Section 2.5(a)(i) 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 and/or BCTFA's rights of access to such part of the Site terminate as a result of any act or omission of, or breach in the performance or observance of the Primary Contractor's obligations under this Agreement by, the Primary Contractor or any person for whom the Primary Contractor is in law responsible; and
- (d) the Termination Date.

PART 3

PROJECT LANDS

PART 3.1 Project Lands Access Notice

- (a) With respect to any Designated Project Lands identified in Table A-1 of Appendix A [Project Lands] to this Schedule in respect of which the Specified Access Date is listed as "TBD", the Primary Contractor shall by notice to the Province's Representative designate a date (the "**Preferred Access Date**") upon which the Primary Contractor requires access to be made available to it to such Designated Project Lands pursuant to Section 2.5(a)(i). 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:

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- (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] 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 Lands - Specified Access Date] or 3(b) [Temporary Lands – Specified Access Date], as applicable, of Table A-1 of Appendix A [Project 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] to this Schedule;
 - (iii) an explanation as to why the Primary Contractor requires access to such Designated Project Lands to be made available by the Preferred Access Date for the Work in light of the then current Construction Schedule; and
 - (iv) an explanation, in light of the then current Construction Schedule, of the Primary Contractor’s expectation of the duration for which the Primary Contractor will require access to, and of the date by which it will have completed 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 Site) the Access Period Expiry Date in respect of such part, the Province and the Primary Contractor shall discuss whether early hand over of the relevant part of the Site by the Primary Contractor back to the Province and BCTFA may be possible (and the terms and conditions of such hand over), including whether the terms of this Agreement and/or (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] to this Schedule, the Primary Contractor shall, by notice to the Province’s Representative, designate a date (the “**Preferred Access Date**”) upon which the Primary Contractor requires access to be made available to it to such Supplementary Project Lands pursuant to Section 2.5(a)(i). 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) any “Not Before Date” identified in column 5 [Specified Access Date (Not Before Date)] of Table A-2 of Appendix A [Project Lands] to this Schedule; and
 - (B) 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] to this Schedule, such period to commence on the date on which the Province receives such notice;

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- (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] 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 which identifies the relevant Supplementary Project Lands in sufficient detail to permit such lands to be acquired by the Province and/or BCTFA;
- (iii) an explanation as to why the Primary Contractor requires access to such Supplementary Project Lands to be made available to it by the Preferred Access Date for the Work in light of the Construction Schedule;
- (iv) payment to the Province in accordance with Section 3.4 [Estimated Cost] of this Schedule; and
- (v) an explanation, in light of the then current Construction Schedule, of the Primary Contractor’s expectation of the duration for which the Primary Contractor will require access to, and of the date by which it will have completed 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 Site) the Access Period Expiry Date in respect of such part, the Province and the Primary Contractor shall discuss whether early hand over of the relevant part of the Site by the Primary Contractor back to the Province and BCTFA may be possible (and the terms and conditions of such hand over), including whether the terms of this Agreement and/or (if the acquisition of the relevant Land Rights has not yet occurred) whether such acquisition should take this into account.

3.2A Additional Lands for Relevant Utility Work or Fisheries Work

- (a) If, at any time, the Primary Contractor considers that in order to:
 - (i) 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, and/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 the Primary Contractor, to relocate or construct a Utility as part of the Utility Work (“**Relevant Utility Work**”), and there is no alternative location (other than as a result of the Primary Contractor’s design or other activities of, or any failure to comply with any of its obligations under this Agreement by, the Primary Contractor 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 the Primary Contractor for such Utility Relocation Work; or
 - (ii) comply with its obligations under Section 2.6 [Fisheries Authorization] of Schedule 5, it requires Land Rights in, over or relating to lands that do not form part of the Project Lands, and/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 the Primary Contractor, to construct fisheries compensation habitat (“**Fisheries**”

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Work”), and there is no alternative location (other than as a result of the Primary Contractor’s design or other activities of, or any failure to comply with any of its obligations under this Agreement by, the Primary Contractor 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 the Primary Contractor for construction of such Fisheries Work,

the Primary Contractor 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 Relevant Utility Work or Fisheries Work (including drawings and design documentation and submissions to, and communications with, (in the case of any proposed Relevant Utility Work) the relevant Utility Supplier and the relevant landowner or (in the case of any proposed Fisheries Work) DFO or MNRO and the relevant landowner) and the Land Rights that the Primary Contractor considers are required for the purposes of, or in connection with, the proposed Relevant Utility Work or Fisheries Work (including any Land Rights that are likely to be required (in the case of any proposed Relevant Utility Work) by the relevant Utility Supplier or (in the case of any proposed Fisheries Work) in respect of the Fisheries Work given its nature or as required by any Relevant Authority in relation thereto).

- (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 the Primary Contractor for the carrying out of any Relevant Utility Work or Fisheries Work proposed by the Primary Contractor pursuant to Section 3.2A(a) of this Schedule (other than as a result of the Primary Contractor’s design or other activities of, or any failure to comply with any of its obligations under this Agreement by, the Primary Contractor) and that the Land Rights identified by the Primary Contractor are required to enable the Primary Contractor to comply with its relevant obligations under this Agreement, the Province and/or BCTFA shall, in its discretion, either:
 - (i) agree to acquire, at the Province’s and/or BCTFA’s own cost and expense, the relevant Land Rights identified by the Primary Contractor, in which event:
 - (A) the Province and the Primary Contractor shall update Table A-1 of Appendix A [Project Lands] to this Schedule (and the Project Lands Drawings) to include the relevant lands or Land Rights, including agreeing (if appropriate) a Specified Access Date therefor to be included in column 2(a) [Permanent Lands – Land Rights and Extent of Taking] or 2(b) [Permanent 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 3.8 [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

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- (ii) issue a Province Change removing the scope of the relevant Relevant Utility Work or Fisheries Work from the Work required to be carried out by the Primary Contractor and the provisions of Part 8 [Province Changes and Primary Contractor Proposals] shall apply accordingly;

provided that this Section 3.2A(b) shall not apply in respect of any Fisheries Work to be carried out on lands that fall within the proviso to Section 5.1 [Fisheries Habitat Compensation Lands] of this Schedule.

- (c) If the Province considers, in its discretion, that there is any alternative location(s) on, over or under the Project Lands in respect of which sufficient Land Rights are available to the Primary Contractor for the carrying out of any Relevant Utility Work or Fisheries Work proposed by the Primary Contractor pursuant to Section 3.2A(a) of this Schedule, the Province shall notify the Primary Contractor of such alternative location(s) and the Primary Contractor shall, within 10 Business Days (or such longer period as the parties may agree acting reasonably) of receipt of such notification:

- (i) request the Province that the Province and/or BCTFA acquire the relevant Land Rights identified by the Primary Contractor, in which event the Province and/or BCTFA may agree, in its discretion, to acquire the relevant Land Rights at the Primary Contractor's cost and expense, in which event:

- (A) the Province and the Primary Contractor shall update Table A-2 of Appendix A [Project Lands] to this Schedule (and the Project Lands Drawings) to include the relevant lands or Land Rights, including agreeing (if appropriate) 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) the Access Period Expiry Date and details of any extension rights for the purposes of Section 3.8 [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), 3.3 [Supplementary Project Lands], 3.4 [Estimated Cost] and 3.5 [Adjustments] of this Schedule) that apply to Supplementary Project Lands and/or Land Rights in respect of Supplementary Project Lands shall apply thereto;

- (ii) withdraw its proposal that the Province and/or BCTFA acquire the relevant Land Rights; or
- (iii) notify the Province's Representative that it disagrees with the Province's determination that any alternative location(s) exists on, over or under the Project Lands for the carrying out of the proposed Relevant Utility Work or Fisheries Work (provided that, for certainty, the Primary Contractor shall not be entitled to rely, as a ground for objection to the Province's determination, on grounds that carrying out the proposed Relevant Utility Work or Fisheries Work at any alternative location(s) identified by the Province would result in the Primary Contractor incurring more expenditure or taking longer to complete such

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Relevant Utility Work or Fisheries Work than if it was to carry out such Relevant Utility Work or Fisheries Work at the location identified in the Primary Contractor's submission pursuant to Section 3.2A(a) of this Schedule). If the parties fail to resolve any dispute as to whether any alternative location(s) exist 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 3.2A(c)(i) and (ii) of this Schedule shall apply mutatis mutandis and, if any such dispute is determined in the Primary Contractor's favour, then Section 3.2A(b) of this Schedule shall apply mutatis mutandis.

3.2B Additional Lands for Province Infrastructure

- (a) If, at any time, the Primary Contractor 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, and/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 the Primary Contractor, to construct or install such Province Infrastructure ("**Province Infrastructure Work**"), the Primary Contractor 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 Work (including drawings and design documentation and submissions to, and communications with, the relevant landowner) and the Land Rights that the Primary Contractor considers are required for the purposes of, or in connection with, the proposed Province Infrastructure Work.
- (b) The Province, in its discretion, may agree to acquire the proposed Land Rights as Supplementary Lands at the Primary Contractor's cost and expense and, if the Province so agrees, the Primary Contractor 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 the Province that the Province and/or BCTFA acquire the relevant Land Rights as Supplementary Lands, in which event:
- (A) the Province and the Primary Contractor shall update Table A-2 of Appendix A [Project Lands] to this Schedule to include the relevant lands or Land Rights, including agreeing (if appropriate) 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) the Access Period Expiry Date and details of any extension rights for the purposes of Section 3.8 [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), 3.3 [Supplementary Project Lands], 3.4 [Estimated Cost] and 3.5 [Adjustments] of this Schedule) that apply to Supplementary Project Lands and/or Land Rights in respect of Supplementary Project Lands shall apply thereto; or

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- (ii) withdraw its proposal that the Province and/or BCTFA acquire the relevant Land Rights.

PART 3.2 Access to Project Lands

If a notice is provided by the Primary Contractor 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 notifies the Primary Contractor that the Province disagrees with the Primary Contractor as to the Preferred Access Date in light of the Construction Schedule. If the Province disagrees with the Primary Contractor as to the Preferred Access Date in light of the Construction 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, it shall be resolved pursuant to the Dispute Resolution Procedure.

PART 3.3 Supplementary Project Lands

- (a) The Primary Contractor 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 the Primary Contractor 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 the Primary Contractor as part of the Work;
 - (iii) the acquisition of any Land Rights in respect of Supplementary Project Lands required in order for the Primary Contractor to comply with its obligations under Section 2.6 [Fisheries Authorization] of Schedule 5 given the nature of the works to be carried out on the relevant lands and/or required by any Relevant Authority in relation thereto,

including, in the case of Sections 3.3(a)(i), (ii) and (iii) of this Schedule, an amount (the “**Acquisition Cost**”) equal to the aggregate of:

- (iv) the amount payable by the Province or BCTFA as the price for such Supplementary Project Lands and/or Land Rights in respect of Supplementary Project Lands; and
 - (v) all costs, expenses and taxes payable by the Province or BCTFA in connection with the acquisition of such Supplementary Project Lands and/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.
- (b) The Primary Contractor 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:

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- (i) the acquisition, use or occupation of any Supplementary Project Lands or Land Rights in respect of Supplementary Project Lands referred to in Section 3.3(a)(i) of this Schedule; or
- (ii) the acquisition of any Land Rights in respect of Supplementary Project Lands referred to in Sections 3.3(a)(ii) or (iii) of this Schedule.

PART 3.4 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 the Primary Contractor provides payment to the Province of an amount equal to the estimated Acquisition Cost, as estimated by the Province and notified to the Primary Contractor.

PART 3.5 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 the Primary Contractor pursuant to Section 3.4 [Estimated Cost] of this Schedule:

- (a) is less than the actual Acquisition Cost for which Primary Contractor is responsible pursuant to Sections 3.3(a)(iv) and (v) of this Schedule, the Primary Contractor shall pay the shortfall to the Province within 20 Business Days of written demand; and
- (b) exceeds the actual Acquisition Cost for which the Primary Contractor is responsible pursuant to Sections 3.3(a)(iv) and (v) of this Schedule, such excess shall be paid by the Province to the Primary Contractor within 20 Business Days of calculation of such excess.

The provisions of this Section 3.5 shall survive the termination or expiry of this Agreement.

PART 3.6 Postponement of Specified Access Date

The Province may, by notice to the Primary Contractor, 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.

PART 3.7 Early Specified Access Date

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

PART 3.8 Extensions of Access Period

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

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- (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,

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

- (c) the Primary Contractor 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 3.8(c), (d), (f) and (g) of this Schedule, the Primary Contractor 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 Site shall be the number specified as the "Permitted Time Extensions" in the Conditions of Access relating to such part; and
- (g) the Primary Contractor 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 3.8(c) of this Schedule.

3.9 Other Lands

- (h) It is the Primary Contractor'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 the Primary Contractor, or required, to enable the Primary Contractor to perform its obligations under this Agreement.
- (i) The Primary Contractor 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 the Primary Contractor under this Agreement.
- (j) The Primary Contractor 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 the Primary Contractor under this Agreement.

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- (k) 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 the Primary Contractor under this Agreement, and before using or allowing the use of any Other Lands for such purposes, the Primary Contractor 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 amendment to the Environmental Assessment Certificate or an application for a new certificate under any Environmental Laws; and
 - (ii) a draft of the lease or other agreement pursuant to which the Primary Contractor 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.

- (l) At the Province's direction the Primary Contractor 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) the Primary Contractor or any person for whom the Primary Contractor 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 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 the Primary Contractor 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 the Primary Contractor 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 3.9(e) shall survive the termination of this Agreement.

3.10 Primary Contractor Not to Acquire Designated Project Lands or Supplementary Project Lands

Neither the Primary Contractor, Principal Subcontractor or Subcontractor, nor any Affiliate of the Primary Contractor, 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 without the prior written consent of the Province, in its discretion.

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PART 4

LAND RIGHTS AND ENCUMBRANCES

PART 4.1 Performance of Agreements

Without limiting or derogating from any other obligation of the Primary Contractor pursuant to this Agreement, the Primary Contractor shall:

- (a) observe, comply with and perform, and cause the Principal Subcontractors, the Subcontractors and any other person for whom the Primary Contractor is in law responsible to observe, comply with and perform, all Site Requirements and any Compulsory Acquisition Orders, Utility Agreements, 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 the Primary Contractor is in law responsible, anything that would constitute or result in non-compliance with any of the Site Requirements or any Compulsory Acquisition Orders, Requirements of Interested Parties and Permits.

PART 4.2 Exception to Primary Contractor Responsibilities for Designated Project Lands

With respect to Designated Project Lands, the Primary Contractor 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 the Primary Contractor to observe, comply with or perform:
 - (i) any of the Site Requirements; or
 - (ii) any obligations of the Primary Contractor under this Agreement; or
- (b) any amount payable by the Primary Contractor pursuant to Section 3.8(g) of this Schedule.

PART 4.3 Work to Comply

The Primary Contractor shall perform the Work such that:

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

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PART 4.4 Additional Agreements

- (a) The Province and/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 the Primary Contractor under this Agreement shall apply with respect to such new or amended Site Requirements.
- (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 8 [Province Changes and Primary Contractor Proposals] 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; or
 - (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 the Primary Contractor,

and, in the cases of Sections 4.4(b)(i) and 4.4(b)(ii) of this Schedule, the Province shall give the Primary Contractor 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 and/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 and/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; or
 - (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;

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.

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- (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 3.2A [Additional Lands for Relevant Utility Work or Fisheries Work] or 3.2B [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 3.2A [Additional Lands for Relevant Utility Work or Fisheries Work] of this Schedule.

PART 4.5 No Encumbrances by Primary Contractor

- (a) The Primary Contractor shall not:
- (i) grant, create, incur or permit, any Encumbrance upon, affecting or against all or any part of the Site, the Project Infrastructure or any Plant;
 - (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 the Primary Contractor is in law responsible, anything that results or could result in any Encumbrance upon, against or affecting all or any part of the Site or the Project Infrastructure or any Plant.
- (b) If all or any part of the Site or the Project Infrastructure or any Plant becomes subject to any Encumbrance as a result of a breach of Section 4.5(a) [No Encumbrances by Primary Contractor] of this Schedule, the Primary Contractor shall immediately take all necessary steps to remove such Encumbrance. If the Primary Contractor fails to remove any such Encumbrance, then either the Province or BCTFA may, but without any obligation to do so, remove or cause to be removed the Encumbrance at the Primary Contractor's cost.
- (c) The Primary Contractor 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 the Primary Contractor's breach of Section 4.5 [No Encumbrances by Primary Contractor] of this Schedule.

PART 4.6 Notice of Liens

The Primary Contractor 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 Work that are filed against or otherwise affect or relate to the Site or the Project Infrastructure or any part thereof, promptly after the Primary Contractor becomes aware thereof.

PART 4.7 Removal of Liens

- (a) Without limiting the generality of Section 4.5 [No Encumbrances by Primary Contractor] of this Schedule or any of the Primary Contractor's other obligations under this Agreement, the Primary Contractor shall cause all builders' liens and other liens and claims of lien for labour, services or materials furnished or alleged to have been furnished

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with respect to the Work that are registered against or otherwise affect or relate to the 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,

within 15 Business Days (or such longer period as may reasonably be required in the circumstances (including where the Primary Contractor 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 the Primary Contractor is proceeding with all due diligence) following the date on which the Primary Contractor becomes aware thereof and, if the Primary Contractor 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. Without prejudice to any of Sections 12.4(j) and 12.4(n), and Section 5.10(i) of Schedule 12, the Primary Contractor shall, on demand, reimburse the Province and/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 12.12 [Province's Right of Set Off] shall apply to all such amounts, costs and expenses.

- (b) If the Primary Contractor, in good faith, disputes any liens or claims described in Section 4.7(a) of this Schedule, the Primary Contractor shall be entitled to defend against the lien or claim in any proceedings if the Primary Contractor 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 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 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 the Province's Representative may determine in its discretion.

PART 5

SPECIAL PROVISIONS

PART 5.1 Fisheries Habitat Compensation Lands

The Province covenants to make available to the Primary Contractor lands for any fisheries habitat compensation works to the extent required by the Primary Contractor to comply with its obligations under Section 2.6 [Fisheries Authorization] of Schedule 5, provided that the acquisition of any lands required to provide areas for the carrying out of such works in excess of 2325m² of stream habitat and 8050m² of riparian habitat shall be at the cost and expense of the Primary Contractor.

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PART 5.2 Site Materials

The Primary Contractor 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 Work in accordance with the Design-Build 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; and
- (e) in a manner that does not contravene the Environmental Assessment Certificate, the representations or undertakings made or given in the application to obtain the Environmental Assessment Certificate or the Primary Contractor's Environmental Obligations and in accordance with all applicable Permits including those obtained by the Primary Contractor to permit such excavation, extraction, disposal of, exploitation or dealing with the Site Materials.

PART 6

PRIMARY CONTRACTOR PROPERTY REPRESENTATIVE

PART 6.1 Appointment

The Primary Contractor shall at all times until the Substantial Completion Date appoint and maintain a property representative as the Primary Contractor's point of contact for dealings between the Province and the Primary Contractor on the subject matters of this Schedule.

PART 6.2 Notification of Province's Representative

The Primary Contractor shall at all times keep the Province's Representative notified of the name and contact particulars of the Primary Contractor's property representative.

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**APPENDIX A
PROJECT LANDS**

Table A-1: Designated Project Lands

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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)
Project Lands Dwg No. (Column 1(a))	P.I.D. (or other description where P.I.D. not available) (Column 1(b))	[NTD: Insert Nature of Land Rights including Extent of Taking (i.e.: fee simple, statutory right of way, licence)]	[NTD: Identify whether Permanent Project Lands or Temporary Project Lands]	[NTD: This is the period set out in Form A-2 (Supplementar y Lands) in the Primary Contractor's Technical Submittal]	[NTD: Specified Access Date will be a date to be determined (TBD) (Not Before Date is the date set out in Form A-2 (Supplementary Lands) in the Primary Contractor's Technical Submittal)]
Nil					

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Table A-3: Other Lands

Property Identification (Column 1)		Anticipated Date of Taking (e.g. July 1, 2016 or [τ] 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))			
008-472-939	430 Canfor Avenue New Westminster	Effective Date to December 2014	5-6 Acres	Precast/Industrial Yard Site size: 4 to 10 acres

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**APPENDIX B
SITE ENCUMBRANCES**

The Province has identified certain Site Encumbrances which are not registered on the title of any properties and therefore have not been disclosed in the Land Title Office. Such Site Encumbrances are as disclosed under Section 0630 [Encumbrances] of the Data Room as of the Effective Date.

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**APPENDIX C
PROJECT LANDS DRAWINGS - CD**

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SCHEDULE 7: LANDS**

**APPENDIX D
PROJECT LANDS DRAWINGS – PRINT OUT**

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SCHEDULE 7: LANDS**

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**THE PRINTED VERSION OF APPENDIX D [PROJECT LANDS DRAWINGS]
OF SCHEDULE 7 HAS BEEN PRINTED ON 11x17 PAPER
AND IS BOUND IN A SEPARATE VOLUME
WITH THE SCHEDULE 4 [DESIGN AND CONSTRUCTION] DRAWINGS**

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