

SOUTH FRASER PERIMETER ROAD PROJECT

SCHEDULE 8
LANDS

PART 1 – TERMS AFFECTING LAND LICENSE	1
1.1 Land License Subject to Other Rights	1
1.2 Lands Not Yet Acquired	1
1.3 Commencement of Land License	2
1.4 Termination of Land License.....	2
1.5 Limitations on Land License	3
1.6 Special Use Restrictions	3
1.7 Boundaries Descriptions	4
1.8 Identification and Removal of Excess Lands.....	4
1.9 Province May Deal with Removed Lands	5
1.10 Access to Project Site	5
PART 2 – HANDOVER OF LANDS	5
2.1 Handover of Lands.....	5
2.2 Extension of Specified Handover Date by Province.....	5
2.3 Extension of Handover Date by Concessionaire.....	5
2.4 Concessionaire Not to Acquire Specified Concession Lands or Specified Other Highway Lands	6
PART 3 – OTHER LAND.....	6
3.1 Acquisition of Other Land	6
3.2 Reference to Minister under the <i>Transportation Investment Act</i>	7
PART 4 – SPECIAL PROVISIONS.....	7
4.1 Site Materials	7
4.2 Ministry of Forests Protocol Agreement.....	8
4.3 Emergency Powers Under the Forest Practices Code	8
4.4 Cutting of Trees or Logging	8
4.5 Gravel Pits.....	8
PART 5 – LAND RIGHTS AND ENCUMBRANCES	9
5.1 Performance of Agreements	9
5.2 Project Work to Comply	11
5.3 Exception to Concessionaire Responsibilities	11
5.4 Additional Agreements	11
5.5 Additions or Changes by Province Change	12
5.6 No Encumbrances by Concessionaire.....	12
5.7 Notice of Liens.....	13
5.8 Removal of Liens.....	13
5.9 Compliance with Builders’ Lien Act	14
5.10 Licenses to Construct.....	14
PART 6 – RAILWAY AGREEMENTS.....	16
6.1 Acquisition of Railway Crossing Agreements or Railway Orders	16
6.2 Railway Construction/Entry Permits	17
6.3 Railway Orders	17
6.4 Requirement for Consent of Province.....	17
6.5 Execution of Agreements and Filing of Orders	18
6.6 Provision of Assistance by Province.....	19
6.7 Provision of Assistance by Concessionaire	19

SOUTH FRASER PERIMETER ROAD PROJECT

SCHEDULE 8: LANDS

- ii -

6.8	Agreements and Orders	19
6.9	BNSF Master Agreement.....	20
6.10	Enforcement of BNSF Master Agreement.....	20
6.11	Indemnity by Concessionaire.....	20
6.12	Meaning of “British Columbia Minister of Transportation and Infrastructure”	20
PART 7 - CONCESSIONAIRE PROPERTY REPRESENTATIVE.....		21
7.1	Appointment	21
7.2	Qualifications.....	21
7.3	Notification of Province’s Representative	21
Appendix A	Specified Concession Lands	
Appendix B	Specified Other Highway Lands	
Appendix C	Certain Project Site Encumbrances	
Appendix D	Forms of Certain Crossing Agreements	
Appendix E	Gravel Pits and Form of Gravel License	
Appendix F	Concessionaire Responsibilities with respect to BNSF Master Agreement	
Appendix G	CD Containing Land Identification AutoCAD Drawings	
Appendix H	Description of PMH1/SFPR Common Site	

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

PART 1 – TERMS AFFECTING LAND LICENSE

1.1 Land License Subject to Other Rights

The Land License granted to the Concessionaire in Section 2.5 [Grant of Land License] and the rights of the Concessionaire thereunder are subject to:

- (a) all rights of public passage or access existing over all or any part of the Project Site and the Project Infrastructure from time to time;
- (b) the rights of the public and users to use all or any part of the Concession Highway, the Other Highway Facilities, the Port Facilities and the Municipal Facilities and any other private and public roads or highways;
- (c) the rights of access referred to in Section 4.6 [Public Use] and 4.7 [Access to Project Site and Project Infrastructure by Others];
- (d) the rights of the Province and any Governmental Authority with respect to the Project Site or parts thereof provided for elsewhere in this Agreement including, without limitation, Part 11 [Province's Access, Monitoring and Step-In Rights];
- (e) all rights over Crown land;
- (f) the terms and conditions of the Project Site Agreements, of the Railway Agreements and of any Land Rights comprising any part or parts of the Project Site;
- (g) the Project Site Encumbrances and the Utility Agreements; and
- (h) all First Nations Requirements and Requirements of Interested Parties.

1.2 Lands Not Yet Acquired

- (a) The Concessionaire acknowledges that as at the date of this Agreement neither the Province nor BCTFA own all of the lands and Land Rights that will comprise the Concession Lands and the Other Highway Lands, and that:
 - (i) some of the lands that will comprise Concession Lands or Other Highway Lands are to be acquired by the Province or BCTFA after the date hereof, after which they will be made available to the Concessionaire and will, for the purposes of this Agreement, form part of the Concession Lands or the Other Highway Lands, as the case may be, all subject to the terms and conditions of this Agreement; and
 - (ii) Land Rights in the Future Railway Lands are to be acquired after the date hereof in accordance with the provisions of Part 6 [Railway Agreements] of this Schedule, after which the Future Railway Lands in which Land Rights are so acquired will be made available to the Concessionaire and will, for the purposes of this Agreement, form part of the Concession Lands or the Other Highway Lands, as the case may be, all subject to the terms and conditions of this Agreement.

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

- 2 -

- (b) The Concessionaire will provide such information and documentation and such administrative assistance as may be requested by the Province's Representative and as the Concessionaire may reasonably be able to provide, to assist the Province or BCTFA in completing the acquisition in respect of any Specified Concession Lands or Specified Other Highway Lands. The Province shall reimburse the Concessionaire for the reasonable costs incurred by the Concessionaire in providing such information, documentation and assistance to the Province.

1.3 Commencement of Land License

The Land License granted in Section 2.5 [Grant of Land License] shall commence, and the Province shall make the relevant lands available to the Concessionaire for the purposes of this Agreement and the Project Work as follows:

- (a) in the case of Specified Concession Lands and Specified Other Highway Lands (or Land Rights therein), in each case including Existing Railway Lands (and for certainty, excluding Future Railway Lands), owned by or vested in the Province or BCTFA as of the Effective Date, on the Effective Date; and
- (b) without prejudice to the Province's obligations under Section 2.1 [Handover of Lands] of this Schedule and the Concessionaire's rights in respect of any breach thereof, in the case of any parcel of Specified Concession Lands or Specified Other Highway Lands (or Land Rights therein), in each case excluding Future Railway Lands, not owned by or vested in the Province or BCTFA as of the Effective Date, on the date specified by the Province's Representative in a notice of entry with respect to such parcel, and if such date is before:
 - (i) the date that title to the parcel is acquired by and registered in the name of the Province or BCTFA, as the case may be; or
 - (ii) in the case of land established as a highway, the date that title to the parcel vests in the Province or BCTFA, as the case may be, as highway;then until title to such parcel is registered in the name of or vests in the Province or BCTFA, as the case may be, the Concessionaire shall comply with and cause all Principal Contractors and Subcontractors to comply with any terms governing such entry specified in the notice of entry; and
- (c) in the case of Future Railway Lands, as and when permitted pursuant to and in accordance with the applicable Railway Agreements.

1.4 Termination of Land License

The Land License granted in Section 2.5 [Grant of Land License] shall terminate and expire (except to the extent necessary to enable the Concessionaire to perform any obligations of the Concessionaire under this Agreement required to be performed in consequence of or following the termination of this Agreement) as follows:

- (a) as to any Removed Lands, at the time the Province gives notice to the Concessionaire under Section 1.8 [Identification and Removal of Excess Lands] of this Schedule that such lands are removed from the Concession Lands and the Project Site;

SOUTH FRASER PERIMETER ROAD PROJECT

SCHEDULE 8: LANDS

- 3 -

- (b) as to any Temporary Land Rights, on the date of expiration or termination thereof;
- (c) as to any Land Rights (other than fee simple interests) in any Concession Lands or Other Highway Lands, in each case including Railway Lands, on the date of termination thereof;
- (d) as to all other Other Highway Lands (including any remaining Railway Lands forming part thereof), on the Total Completion Date; and
- (e) as to all other Concession Lands (including all remaining Railway Lands forming part thereof) and any other remaining Licensed Lands, at the end of the Term;

and in any event, notwithstanding the foregoing, the Land License granted in Section 2.5 [Grant of Land License] shall terminate and expire (except to the extent necessary to enable the Concessionaire to perform any obligations of the Concessionaire under this Agreement required to be performed in consequence of or following the termination of this Agreement) not later than the effective date of any termination of this Agreement.

1.5 Limitations on Land License

In addition to and not in limitation of the other requirements in this Agreement, the following terms, conditions and limitations apply to the Land License granted to the Concessionaire in Section 2.5 [Grant of Land License]:

- (a) the Land License will subsist for the purposes of carrying out the Project Work and for no other purposes;
- (b) the Land License includes the right to grant sublicenses in respect of the Licensed Lands, on the same terms and conditions and subject to the same terms, conditions and limitations as the Land License, for the purpose of carrying out the Project Work and for no other purpose;
- (c) no legal demise or other interest in land, and no interest in the Licensed Lands or the Project Infrastructure thereon, or in any other land or improvements, is granted to the Concessionaire, or created in favour of the Concessionaire, by this Agreement;
- (d) the Land License is non-exclusive, and no right to exclusive possession of all or any part of the Licensed Lands or the Project Infrastructure thereon is granted to the Concessionaire; and
- (e) the Concessionaire's rights are derived from and subject to the rights and interests of the Province and/or BCTFA in and to the Licensed Lands (including under the Project Site Agreements and the Railway Agreements) and are subject to any Project Site Encumbrances, Utility Agreements and First Nations Requirements.

1.6 Special Use Restrictions

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

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

- 4 -

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

the Concessionaire shall not use such land or Land Rights other than for activities that are necessary for the achievement of such specific purpose, and the Land License granted to the Concessionaire in Section 2.5 [Grant of Land License] in respect of such land will be limited accordingly.

1.7 Boundaries Descriptions

- (a) The boundaries of the Licensed Lands are as reflected in the descriptions thereof in the Appendices to this Schedule and the drawings and plans referred to in those Appendices, provided such descriptions will be revised as appropriate to reflect the actual boundaries of the Specified Concession Lands and the Specified Other Highway Lands that are acquired by the Province or BCTFA and the boundaries of any Future Railway Lands as they are defined by Railway Agreements pursuant to Part 6 [Railway Agreements] of this Schedule. The Concessionaire confirms that it is satisfied as to the adequacy and sufficiency of the descriptions of such boundaries for the purposes of the design of the New Infrastructure pursuant to the Project Requirements on the date of execution of this Agreement.
- (b) It is understood and agreed that the final boundaries of the Future Railway Lands are to be defined in the Railway Crossing Agreements or Railway Orders in respect of the Future Railway Lands to be obtained pursuant to Part 6 [Railway Agreements] of Schedule 8, and that any discrepancy between the boundaries of any Future Railway Lands as shown on the Land Identification AutoCAD Drawings and the boundaries of such Future Railway Lands as made available to the Concessionaire pursuant to this Agreement shall not constitute a Compensation Event pursuant to subsection (b) of the definition of "Compensation Event" in Section 1.1 [Definitions] of Schedule 1.

1.8 Identification and Removal of Excess Lands

- (a) Within 90 days after the Total Completion Date, the Concessionaire will, by notice to the Province's Representative, either identify all areas of land within the boundaries of the Concession Lands that are not reasonably required for Concession Infrastructure or for Project Work to be performed after the Total Completion Date, or will advise the Province's Representative that there are no such lands. If the Province does not agree with the position of the Concessionaire as set out in such notice, the Province's Representative shall by notice to the Concessionaire so advise the Concessionaire, and the Province and the Concessionaire will use all reasonable efforts to reach agreement on what areas of land within the Concession Lands are not reasonably required for Concession Infrastructure or for Project Work to be performed after the Total Completion Date. Failing such agreement, either of the Province and the Concessionaire may refer the matter for resolution pursuant to the Dispute Resolution Procedure.
- (b) The Province will be entitled in its discretion from time to time to remove from the Concession Lands any areas of land within the boundaries of the Concession Lands that are not reasonably required for Concession Infrastructure or for Project Work to be performed after the Total Completion Date, as such areas are agreed upon between the Province and the Concessionaire or determined pursuant to the Dispute Resolution

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

- 5 -

Procedure, by notice in writing to the Concessionaire to that effect identifying the areas removed (the “**Removed Lands**”) and the effective date of such removal. For greater certainty, if and so long as the Province does not exercise such right in respect of any such areas of land within the boundaries of the Concession Lands then such areas will remain part of the Concession Lands and subject to the terms of this Agreement.

1.9 Province May Deal with Removed Lands

If the Province exercises the right referred to in Section 1.8 [Identification and Removal of Excess Lands] of this Schedule in respect of any area of land, then such area of land shall cease to form part of and shall be excluded from the definition of the Concession Lands with effect from the effective date of such exercise, and the Province may thereafter retain for its own purposes or otherwise deal with such areas of land as it sees fit in its discretion. The Province and the Concessionaire will use all reasonable efforts to agree on the revisions to the boundaries of the Concession Lands necessary to reflect such exclusion and the plans and drawings therefor, and if they are unable to reach agreement within 90 days after the effective date of such exercise, then either the Concessionaire or the Province may refer the matter for resolution under the Dispute Resolution Procedure.

1.10 Access to Project Site

The Province shall at all reasonable times during the Term make available to the Concessionaire reasonable access to and from the Project Site by means of right of passage across highways outside the Project Site for which the Province is the highway authority, but only to the extent necessary to enable the Concessionaire to perform its obligations under this Agreement, subject to reasonable prior notice in writing being given by the Concessionaire to the Province’s Representative, and subject to all Laws including Laws applicable to the use of highways by the public generally. The Concessionaire, in exercising such access, shall use all reasonable efforts to avoid or, if unavoidable, to minimize physical disruption to the operation of such highways and shall not cause any physical damage to such highways. The Province shall not be responsible for obtaining such access across any highway or road under the authority of a municipality or any highway authority other than the Province and BCTFA.

PART 2 – HANDOVER OF LANDS**2.1 Handover of Lands**

The Province shall make each parcel of Specified Concession Lands and Specified Other Highway Lands (in each case excluding Future Railway Lands) available to the Concessionaire on the terms of this Agreement on or before the Specified Handover Date for that parcel of Specified Concession Lands or Specified Other Highway Lands, as the case may be.

2.2 Extension of Specified Handover Date by Province

The Province will have the right from time to time to extend the Specified Handover Date with respect to any parcel of Specified Concession Lands or Specified Other Highway Lands (in each case excluding Future Railway Lands) by way of a Province Change and the provisions of Part 7 [Province Changes and Concessionaire Proposals] will apply accordingly.

2.3 Extension of Handover Date by Concessionaire

The Concessionaire may from time to time request a change in any Specified Handover Date with respect to any parcel of Specified Concession Lands or Specified Other Highway Lands (in each case

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

- 6 -

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

2.4 Concessionaire Not to Acquire Specified Concession Lands or Specified Other Highway Lands

Neither the Concessionaire, nor any Partner, Principal Contractor, or Subcontractor who contracts directly with the Concessionaire to perform all or part of the Project Work, nor any Affiliate of the Concessionaire or of a Partner, Principal Contractor, or Subcontractor who contracts directly with the Concessionaire to perform all or part of the Project Work, shall, except from the Province and/or BCTFA as expressly provided in this Agreement, acquire any Specified Concession Lands or Specified Other Highway Lands or any Land Rights in Specified Concession Lands or Specified Other Highway Lands, without the prior written consent of the Province's Representative pursuant to the Consent Procedure, which consent may be withheld in the discretion of the Province's Representative.

PART 3 – OTHER LAND**3.1 Acquisition of Other Land**

Subject to Section 5.10 [Licenses to Construct] of this Schedule:

- (a) it is the Concessionaire's obligation, at its sole cost and expense, to acquire any access to or use of, or any Land Rights in respect of, any Other Land, desired by the Concessionaire, or required, to enable the Concessionaire to perform its obligations under this Agreement;
- (b) the Concessionaire shall bear and be responsible for all costs, charges and expenses, and all other Losses and Claims, arising from or in connection with the use or occupation of any Other Land or Land Rights in Other Land acquired or used for the purposes of performing the obligations of the Concessionaire under this Agreement;
- (c) the Concessionaire shall indemnify and hold harmless the Province and the Province Indemnified Persons, and each of them, from and against all Claims and Direct Losses arising as a result of or in connection with the acquisition, use or occupation of any Other Land or Land Rights in Other Land acquired or used for the purposes of performing the obligations of the Concessionaire under this Agreement; and
- (d) before acquiring any access to or use of, or any Land Rights in respect of, any Other Land, for the purposes of performing the obligations of the Concessionaire under this Agreement, and before using or allowing the use of any Other Land for such purposes, the Concessionaire shall provide to the Province's Representative evidence satisfactory to the Province's Representative that such acquisition and use for such purposes will not

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

- 7 -

require an amendment to the Environmental Assessment Certificate or an application for a new certificate under any Environmental Laws.

3.2 Reference to Minister under the *Transportation Investment Act*

The provisions of Section 3.1 [Acquisition of Other Land] of this Schedule shall apply to any Other Land or Land Rights in Other Land with respect to which a reference is made to the Minister by the Concessionaire under section 7(1) of the TIA and to any acquisition, use or occupation of Other Land pursuant thereto, and to any action taken by the Minister as a result of such reference. The Concessionaire shall bear and be responsible for, and shall indemnify and hold harmless the Province and the Province Indemnified Persons, and each of them, in respect of all costs, charges and expenses, and all other Direct Losses and Claims, arising from or in connection with any reference by the Concessionaire to the Minister under section 7(1) of the TIA or any action by the Minister taken as a result thereof.

PART 4 – SPECIAL PROVISIONS**4.1 Site Materials**

The Concessionaire may only excavate, extract, dispose of, exploit or otherwise deal with Site Materials:

- (a) in accordance with applicable Laws, Permits, and the terms of all relevant Project Site Agreements, Railway Agreements, Compulsory Acquisition Orders, Project Site Encumbrances and Utility Agreements;
- (b) if and to the extent that, in the case of excavation or extraction of Site Materials, such excavation or extraction is necessary for the purpose of carrying out the Project Work in accordance with the Project Requirements;
- (c) subject to the rights of all third parties, whether being rights in or to the Site Materials, Land Rights, rights under Project Site Agreements, Railway Agreements, Project Site Encumbrances, Utility Agreements, First Nations Requirements, Requirements of Interested Parties, or otherwise;
- (d) subject to all limitations, restrictions and conditions, whether pursuant to Laws or otherwise, that would apply to or affect the right of the Province or BCTFA to undertake any such excavation, extraction, disposal, exploitation or other dealing if the Province were undertaking the same;
- (e) subject to and in accordance with the First Nations Requirements;
- (f) in a manner that does not contravene the Environmental Assessment Certificate or the representations or undertakings made or given in the application to obtain the Environmental Assessment Certificate, and in accordance with all applicable Permits including those obtained by the Concessionaire to permit such excavation, extraction, disposal of, exploitation or dealing with the Site Materials; and
- (g) in accordance with the requirements in Agricultural Land Commission Resolution #742/2008 and the draft Memorandum of Understanding between Provincial Agricultural Land Commission and Ministry of Transportation and Infrastructure (Section 0370 in the Data Room).

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

- 8 -

4.2 Ministry of Forests Protocol Agreement

In the course of carrying out the Project Work the Concessionaire will have regard to all relevant provisions of the Ministry of Forests Protocol Agreement and will not do or omit or permit to be done or omitted anything which is inconsistent with the terms thereof.

4.3 Emergency Powers Under the Forest Practices Code

For greater certainty, the exercise by the Province of rights, powers or authorities provided for under any enactment to compel the provision of facilities, equipment and/or employees to respond to emergency events under the *Forest Practices Code of British Columbia Act* (British Columbia) will not give rise to any Claim or entitlement on the part of the Concessionaire for any Losses, compensation, extension of time or other relief under this Agreement.

4.4 Cutting of Trees or Logging

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

4.5 Gravel Pits

- (a) Subject to Section 4.5(b) of this Schedule and to any third party interests in the subject land or Material therein (for the purposes of this Section, “**Material**” has the meaning given in the Gravel License), and subject to the limitations, terms and conditions set forth

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

- 9 -

in this Agreement, Appendix E [Gravel Pits and Form of Gravel License] of this Schedule and the Gravel Licenses, the Concessionaire may, pursuant to a Gravel License, enter on, occupy and use the Gravel Pits for the purposes of construction staging and extraction, processing, storage, and removal of Material for use by the Concessionaire or Principal Contractors or Subcontractors in order to perform the Project Work. The Concessionaire will not use or permit the use of the Gravel Pits or Material extracted from the Gravel Pits for any other purpose.

- (b) The Concessionaire will execute a non-exclusive gravel license substantially in the form provided in Section B of Appendix E [Gravel Pits and Form of Gravel Licence] to this Schedule (a “**Gravel License**”), for each of the Gravel Pits that the Concessionaire proposes to enter on, occupy and use in accordance with Section 4.5(a) of this Schedule.
- (c) The Concessionaire will comply with, carry out and perform all requirements (including site remediation requirements) under the Gravel Licenses and applicable Laws, Permits the Environmental Assessment Certificate in connection with or arising as a result of the entry on, occupation of, or the use of the Gravel Pits, including under the Gravel Licenses, by the Concessionaire or any of its Principal Contractors, Subcontractors or other persons for whom the Concessionaire is in law responsible.
- (d) The Province makes no representation or warranty whatsoever in respect of the Material including (despite the approximate quantities, approximate maximum quantities, usage conditions and distances set out in Section A of Appendix E [Gravel Pits and Form of Gravel Licence] to this Schedule) in respect of the processes that may be required to process any of the Material, any objectionable matter or coatings, the gradation, quantity, quality or fitness for purpose of the Material in or comprising the Gravel Pits, or in respect of the Gravel Pits, including any access to or suitability, condition or state of any such Gravel Pit.
- (e) Neither the Gravel Licenses nor anything contained in this Section 4.5 [Gravel Pits] of this Schedule or any other provision of this Agreement limits or restricts or will limit or restrict in any way the powers, rights or interests which the Province or any other Governmental Authority has under applicable Laws or otherwise in or in respect of the Material or the Gravel Pits, including the right to use and extract Material from the Gravel Pits or to license other persons to enter on, occupy and use any of the Gravel Pits including for the purpose of extracting Material from them.
- (f) For greater certainty, the Concessionaire may use Material from the Gravel Pits at the prices and on the terms provided for in the Gravel Licenses and this Section 4.5 [Gravel Pits] or may use material from other sources at its discretion, provided always that such Material or material from other sources complies with the applicable requirements set out in the Project Requirements.

PART 5 – LAND RIGHTS AND ENCUMBRANCES**5.1 Performance of Agreements**

The Concessionaire shall:

SOUTH FRASER PERIMETER ROAD PROJECT

SCHEDULE 8: LANDS

- 10 -

- (a) observe and perform in all material respects the obligations of the Province and the obligations of BCTFA under all Project Site Agreements and all Railway Agreements except:
 - (i) those obligations with respect to which the Concessionaire is relieved from liability under Section 5.3 [Exceptions to Concessionaire Responsibilities] of this Schedule to the extent so relieved;
 - (ii) those obligations of the Province under the BNSF Master Agreement that the Concessionaire is not obligated to perform under Section 6.9 [BNSF Master Agreement] of this Schedule; and
 - (iii) those obligations of the Province and BCTFA under the Project Site Agreements that may only be legally observed and performed by the Province or BCTFA as a Governmental Authority;

- (b) not do or omit to do, and not cause or permit to be done or omitted by any Principal Contractor, Subcontractor or other person for whom the Concessionaire is in law responsible, anything on or with respect to the Project Site or any part thereof or any improvements thereon that would cause the Province or BCTFA to be in breach under any of the Project Site Agreements, Railway Agreements, Project Site Encumbrances, Utility Agreements, First Nations Requirements, Requirements of Interested Parties and Permits, but the Concessionaire shall not pursuant to this Section 5.1(b) be obligated to perform:
 - (i) those obligations with respect to which the Concessionaire is relieved from liability under Section 5.3 [Exceptions to Concessionaire Responsibilities] of this Schedule to the extent so relieved; or
 - (ii) those obligations of the Province under the BNSF Master Agreement that the Concessionaire is not obligated to perform under Section 6.9 [BNSF Master Agreement] of this Schedule;

- (c) observe and comply with the terms and conditions of all Land Rights relating to or benefiting the Project Site or any part thereof, except:
 - (i) those obligations with respect to which the Concessionaire is relieved from liability under Section 5.3 [Exceptions to Concessionaire Responsibilities] of this Schedule to the extent so relieved;
 - (ii) those obligations of the Province under the BNSF Master Agreement that the Concessionaire is not obligated to perform under Section 6.9 [BNSF Master Agreement] of this Schedule; and
 - (iii) those terms and conditions of such Land Rights that may only be legally observed and performed by the Province or BCTFA as a Governmental Authority.

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

- 11 -

5.2 Project Work to Comply

The Concessionaire will perform the Project Work such that:

- (a) the Concessionaire complies with and performs all obligations under all of the Project Site Agreements, Railway Agreements, Project Site Encumbrances, Utility Agreements, First Nations Requirements, Requirements of Interested Parties and Permits as if the Concessionaire were a party to or bound by such agreements, orders, requirements and permits in the place of the Province or BCTFA, as applicable, except for:
 - (i) those obligations with respect to which the Concessionaire is relieved from liability under Section 5.3 [Exceptions to Concessionaire Responsibilities] of this Schedule to the extent so relieved; and
 - (ii) those obligations of the Province under the BNSF Master Agreement that the Concessionaire is not obligated to perform under Section 6.9 [BNSF Master Agreement] of this Schedule; and
- (b) all Project Work is performed in a manner that does not breach any of the provisions of the Project Site Agreements, Railway Agreements, Project Site Encumbrances, Utility Agreements, First Nations Requirements, Requirements of Interested Parties and Permits; and
- (c) there will be no act or omission to act by the Concessionaire or any of the Principal Contractors, Subcontractors or other persons for whom the Concessionaire is in law responsible that gives rise to a right for any person to obtain any Land Rights in the Project Site or the Project Infrastructure or any part thereof.

5.3 Exception to Concessionaire Responsibilities

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

- (a) any other obligations of the Province or BCTFA under the Project Site Agreements that are the responsibility of the Concessionaire; or
- (b) any obligations of the Concessionaire under this Agreement.

5.4 Additional Agreements

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

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

- 12 -

5.5 Additions or Changes by Province Change

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

- (a) additional or amended Project Site Agreements, Compulsory Acquisition Orders and Project Site Encumbrances obtained, entered into, assumed or granted in respect of Specified Concession Lands and Specified Other Highway Lands and Land Rights therein as specified in Appendices A [Concession Lands] and B [Other Highway Lands] of this Schedule, for the purposes of or in connection with the Province or BCTFA acquiring and making available to the Concessionaire such lands and Land Rights as contemplated by this Agreement;
- (b) additional or amended Railway Agreements obtained, entered into, assumed or granted pursuant to Part 6 [Railway Agreements] of this Schedule;
- (c) any additional or amended Encumbrance entered into, assumed or granted in respect of Specified Concession Lands or Specified Other Highway Lands to facilitate the Project Work; and
- (d) any permit referred to in subsection (d) of the definition of Project Site Encumbrances in Section 1.1 [Definitions] of Schedule 1;

and in the cases of subsections (a) to (d) inclusive, the Province shall give the Concessionaire prompt written notice.

5.6 No Encumbrances by Concessionaire

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

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

If all or any part of the Project Site or the Project Infrastructure, or any Plant title to which has passed to the Province or BCTFA in accordance with Section 2.10 [Title to Improvements] or Section 2.12 [Transfer of Title to Tangible Personal Property], becomes subject to any Encumbrance that has not been

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

- 13 -

consented to or granted by the Province or BCTFA, other than an Encumbrance resulting from any act or omission of the Province or BCTFA, the Concessionaire will immediately take all necessary steps to remove such Encumbrance. If the Concessionaire fails to remove any such Encumbrance within 15 days (or such longer period as may reasonably be required in the circumstances provided the Concessionaire is proceeding with all due diligence to remove the same) of its coming into existence then, without prejudice to any other rights or remedies the Province or BCTFA may have, the Province and BCTFA will be at liberty to take whatever steps it or they deem necessary and appropriate to remove the Encumbrance, including payment of any amount owing or claimed thereunder, and to seek immediate recovery of the amount of any such payment and any associated costs, including legal costs, from the Concessionaire. The Concessionaire will on demand reimburse all such payments and costs to the Province or BCTFA (as the case may be).

5.7 Notice of Liens

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

5.8 Removal of Liens

- (a) Without limiting the generality of Section 5.6 [No Encumbrances by Concessionaire] of this Schedule or any of the Concessionaire's other obligations under this Agreement, the Concessionaire will cause all builders' liens and other liens and claims of lien for labour, services or materials furnished or alleged to have been furnished with respect to the Project Work that are registered against or otherwise affect the Project Site or the Project Infrastructure or any part thereof to be paid, satisfied, released and vacated and, if registered, to be discharged from title, within 30 days (or such longer period as may reasonably be required in the circumstances provided the Concessionaire is proceeding with all due diligence) following the date on which the Concessionaire becomes aware thereof and, if the Concessionaire fails to do so the Province or BCTFA may, but without any obligation to do so, vacate or remove the lien and cause it to be discharged from title by paying money into a Court of competent jurisdiction or posting security with the Court. The Concessionaire will, 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.
- (b) If the Concessionaire bone fide disputes any liens or claims described in Section 5.8(a) of this Schedule, the Concessionaire shall be entitled to defend against the lien or claim in any proceedings if the Concessionaire first:
 - (i) pays into Court, or provides to the Court sufficient security for, the amount claimed and costs as the Court may direct, and obtains a Court Order for the discharge of such lien or claim as a lien or claim registered against or otherwise affecting or pertaining to the Project Site or Project Infrastructure or any part thereof, and registers any such discharge in the Land Title Office to discharge any such lien or claim from title to the Project Site or any part thereof; or
 - (ii) or 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.

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

- 14 -

5.9 Compliance with Builders' Lien Act

The Concessionaire 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.

5.10 Licenses to Construct

- (a) If the Concessionaire or a Principal Contractor or Subcontractor requires access to or across any License to Construct Eligible Lands for the purpose of carrying out any Construction on any part of the Project Site adjacent to such License to Construct Eligible Lands, the Concessionaire may give to the Province's Representative a notice requesting that temporary rights be obtained over such License to Construct Eligible Lands for such purposes.
- (b) The notice referred to in Section 5.10(a) of this Schedule must:
 - (i) describe by legal description the License to Construct Eligible Lands over which the temporary rights are required and, if temporary rights are required over only a portion of a legal lot, describe such portion by survey plan prepared by a British Columbia Land Surveyor and include a copy of such plan;
 - (ii) describe the period of time during which the temporary rights are required, such period to expire not later than the then current scheduled Total Completion Date as specified in the then current Project Schedule; and
 - (iii) describe in detail the purposes for which the temporary rights are required and the uses to which the License to Construct Eligible Lands are proposed to be put pursuant to the temporary rights including, in the case of any of the Excavated Material Placement Areas, the agreement of the Concessionaire to comply with the same covenants as set out in Section 3.1 of the form of Gravel License attached in Section B of Appendix E [Gravel Pits and Form of Gravel License] to this Schedule in respect of such Excavated Material Placement Area.
- (c) If the Province's Representative is satisfied, acting reasonably, that:
 - (i) the Concessionaire, a Principal Contractor or a Subcontractor does require the requested temporary access rights for the purpose specified in Section 5.10(a) of this Schedule;
 - (ii) the License to Construct Eligible Lands over which the temporary rights are required are adequately described in accordance with Section 5.10(b)(i) of this Schedule;
 - (iii) the requirements of Section 5.10(b)(ii) of this Schedule are met;
 - (iv) the uses to which the License to Construct Eligible Lands are proposed to be put pursuant to the temporary rights:

SOUTH FRASER PERIMETER ROAD PROJECT

SCHEDULE 8: LANDS

- 15 -

- (A) will cause no permanent reduction in property value of the affected License to Construct Eligible Lands or any lands adjacent thereto;
- (B) will cause no interference with the then current use or proposed use of the affected License to Construct Eligible Lands or any lands adjacent thereto, by the owner or occupier thereof, that could cause a material loss to such owner or occupier;
- (C) will not require any amendment to the Environmental Assessment Certificate;
- (D) will not include using the affected License to Construct Eligible Lands for a vehicular or pedestrian traffic detour or diversion or other use by third parties or the public; and
- (E) in the case of any of the Excavated Material Placement Areas, will not cause the Concessionaire to breach any of the same covenants as set out in Section 3.1 of the form of Gravel License attached in Section B of Appendix E [Gravel Pits and Form of Gravel License] to this Schedule in respect of such Excavated Material Placement Area;

and

- (v) there will be no permanent alteration of and no permanent works or improvements constructed or placed on the affected License to Construct Eligible Lands;

the Province shall use all reasonable efforts to obtain for the Concessionaire or its Principal Contractors or Subcontractors, at no cost to the Concessionaire or its Principal Contractors or Subcontractors (other than costs of the Concessionaire performing its obligations under this Section), temporary rights over the affected License to Construct Eligible Lands in the form of a temporary grant of license, easement, statutory right of way or other rights (which may be granted in the name of the Province or BCTFA), subject to all Encumbrances relating to the affected License to Construct Eligible Lands, for the purposes and on the terms and conditions described in Sections 5.10(a) and (b) of this Schedule and this Section 5.10(c) of this Schedule, subject to such other terms and conditions as the owner and/or occupier of the affected License to Construct Eligible Lands may require (each such grant of license, easement, statutory right of way or other rights is called a “**License to Construct**”). The Province’s Representative shall deliver to the Concessionaire a copy of each License to Construct promptly after it is granted.

- (d) Notwithstanding that the Province will obtain the Licenses to Construct at no cost to the Concessionaire (other than costs of the Concessionaire performing its obligations under this Section 5.10 [Licenses to Construct] of this Schedule), the Concessionaire shall at its sole cost:
 - (i) provide all insurance and security for performance required by the terms of the Licenses to Construct;
 - (ii) observe and perform the obligations of the Province and BCTFA under all Licenses to Construct, except only for those obligations of the Province and

SOUTH FRASER PERIMETER ROAD PROJECT

SCHEDULE 8: LANDS

- 16 -

BCTFA under the Licenses to Contract that may only be legally observed and performed by the Province or BCTFA as a Governmental Authority;

- (iii) not do or omit to do, and not cause or permit to be done or omitted by any Principal Contractor, Subcontractor or other person for whom the Concessionaire is in law responsible, anything on or with respect to the License to Construct Areas or any part thereof or any improvements thereon, that would cause the Province or BCTFA to be in breach under any of the Licenses to Construct;
- (iv) 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, or access to, the License to Construct Areas by the Concessionaire or any Principal Contractor, Subcontractor or other person for whom the Concessionaire is in law responsible; and
- (v) 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:
 - (A) the exercise by the Concessionaire or any Principal Contractor, Subcontractor or other person for whom the Concessionaire is in law responsible of any rights under the Licenses to Construct; or
 - (B) any use or occupation of, or access to, any License to Construct Areas by the Concessionaire or any Principal Contractor, Subcontract or other person for whom the Concessionaire is in law responsible; or
 - (C) any breach by the Concessionaire or any Principal Contractor, Subcontractor or other person for whom the Concessionaire is in law responsible, of any of the obligations of the Province and BCTFA under any of the Licenses to Construct.

PART 6 – RAILWAY AGREEMENTS

6.1 Acquisition of Railway Crossing Agreements or Railway Orders

The Concessionaire shall, at its sole cost, either:

- (a) negotiate and finalize with BC Rail, BNSF and CN Rail, in preparation for execution by the Province and/or BCTFA:
 - (i) 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 Future Railway Lands of such Railways as a result of the Project Work and the construction, maintenance and use of such Project Infrastructure; and
 - (ii) 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 Existing Railway Lands of such Railways as a result of the Project Work to the extent that the

SOUTH FRASER PERIMETER ROAD PROJECT

SCHEDULE 8: LANDS

- 17 -

existing Land Rights of the Province and/or BCTFA for Original Concession Infrastructure or Original Other Highway Infrastructure on Existing Railway Lands are inadequate for such Project Infrastructure and the construction, maintenance and use thereof;

generally on the terms and conditions of the applicable form provided in Appendix D [Forms of Crossing Agreements] to this Schedule, based on the design for the Relevant Components, and having a term expiring not sooner than the Expiry Date; or

- (b) apply to the Canadian Transportation Agency (in the case of federally regulated Railways) and the British Columbia Minister of Transportation and Infrastructure (in the case of provincially regulated Railways) for all Railway Orders in favour of the Province and/or BCTFA (as determined by the Province's Representative) required for the Project Infrastructure that will cross or encroach upon Railway Lands as a result of the Project Work and the construction, maintenance and use of such Project Infrastructure, to the extent Railway Crossing Agreements sufficient for that purpose are not concluded pursuant to Section 6.1(a) of this Schedule, subject to the Concessionaire first submitting such application to the Province's Representative pursuant to the Review Procedure and there being no objection thereto by the Province acting reasonably.

6.2 Railway Construction/Entry Permits

The Concessionaire shall at its sole cost:

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

6.3 Railway Orders

Where after using all reasonable efforts the Concessionaire is unable to negotiate and finalize any required Railway Crossing Agreement or any Railway Construction/Entry Permit or renewal or extension thereof, the Concessionaire 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 the Concessionaire first submitting such application to the Province's Representative pursuant to the Review Procedure and there being no objection thereto by the Province acting reasonably.

6.4 Requirement for Consent of Province

Where:

- (a) a proposed Railway Crossing Agreement with a Railway contemplated by Section 6.1(a) of this Schedule is on terms and conditions that are materially different from the

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

- 18 -

applicable form of Railway Crossing Agreement for the applicable Railway provided in Appendix D [Forms of Crossing Agreements] to this Schedule, or has requirements that may impose any conditions, liabilities, obligations or costs on the Province or BCTFA or on any person other than the Concessionaire, the Principal Contractors, Subcontractors and persons for whom the Concessionaire is in law responsible, that are materially different from those provided for in the applicable form of Railway Crossing Agreement for the applicable Railway provided in Appendix D [Forms of Crossing Agreements] to this Schedule, or is not in compliance with all applicable Laws, Permits and the Environmental Assessment Certificate;

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

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

6.5 Execution of Agreements and Filing of Orders

When a Railway Crossing Agreement has been negotiated and finalized by the Concessionaire in preparation for execution by the Province and/or BCTFA in accordance with Section 6.1(a) of this Schedule and any consent of the Province's Representative required under Section 6.4 [Requirement for Consent of Province] of this Schedule in connection therewith has been given, the Province and/or BCTFA shall execute and deliver such Railway Crossing Agreement with the applicable Railway as soon as is practicable. When a Railway Order referred to in Section 6.1(b) or Section 6.3 [Railway Orders] of this Schedule has been obtained, and any consent of the Province's Representative required under Section 6.4 [Requirement for Consent of Province] of this Schedule in connection therewith has been given, the

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

- 19 -

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. The Concessionaire at its cost shall cause each Railway Crossing Agreement entered into by the Province and/or BCTFA with the applicable Railway and each Railway Order referred to in Section 6.1(b) or Section 6.3 [Railway Orders] to be filed with the Canadian Transportation Agency (in the case of federally regulated Railways) and the British Columbia Minister of Transportation and Infrastructure (in the case of provincially regulated Railways) and shall forthwith provide the Province with reasonable proof of such filing and of the acceptance thereof by the Canadian Transportation Agency (in the case of federally regulated Railways) and the British Columbia Minister of Transportation and Infrastructure (in the case of provincially regulated Railways).

6.6 Provision of Assistance by Province

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

6.7 Provision of Assistance by Concessionaire

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

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

6.8 Agreements and Orders

Notwithstanding the other provisions of this Part 6 [Railway Agreements] of this Schedule, the Concessionaire 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

SOUTH FRASER PERIMETER ROAD PROJECT

SCHEDULE 8: LANDS

- 20 -

- (b) the construction, maintenance and use of such Infrastructure upon and across such Railway Lands;

shall be by way of Railway Crossing Agreements or Railway Orders entered into in the name of or granted or issued in favour of the Province and/or BCTFA (as determined by the Province's Representative) as provided in this Part 6 [Railway Agreements] of this Schedule.

6.9 BNSF Master Agreement

The Concessionaire shall at its own expense perform or cause to be performed in accordance with the BNSF Master Agreement the obligations allocated to the Concessionaire in Appendix F [Concessionaire Responsibilities with respect to BNSF Master Agreement] to this Schedule.

6.10 Enforcement of BNSF Master Agreement

The Province shall, at the request and expense of the Concessionaire, subject to compliance by the Concessionaire with Sections 5.1 [Performance of Agreements], 5.2 [Project Work to Comply] and 6.9 [BNSF Master Agreement] of this Schedule, use all reasonable efforts to enforce material compliance by BNSF with any obligations of BNSF under the applicable BNSF Master Agreement where such compliance is necessary or desirable in connection with the performance of the Project Work.

6.11 Indemnity by Concessionaire

The Concessionaire shall indemnify and hold harmless the Province and the Province Indemnified Persons, and each of them, from and against any and all Direct Losses and Claims that the Province and the Province Indemnified Persons, or any of them, may at any time suffer or incur in connection with or arising out of:

- (a) the performance by the Concessionaire of this Agreement not in accordance with, or any breach by the Concessionaire, any Principal Contractor or any Subcontractor of the requirements of, any of the Railway Agreements (except for those obligations of the Province under the BNSF Master Agreement that the Concessionaire is not obligated to perform under Section 6.9 [BNSF Master Agreement] of this Schedule);
- (b) the satisfaction and performance during the Term of all conditions, liabilities and obligations imposed on the Province or BCTFA by Railway Agreements (except for those obligations of the Province under the BNSF Master Agreement that the Concessionaire is not obligated to perform under Section 6.9 [BNSF Master Agreement] of this Schedule) and the payment of all costs in respect thereof; or
- (c) any cost to the Province or BCTFA of obtaining, renewing, extending and complying with any Railway Agreements in respect of which the Concessionaire requests information or administrative assistance from the Province or BCTFA in accordance with Section 6.6 [Provision of Assistance by Province] of this Schedule, whether such Railway Agreements are obtained, renewed or extended in the name of any or all of the Concessionaire (or any Principal Contractor or Subcontractor), the Province or BCTFA.

6.12 Meaning of "British Columbia Minister of Transportation and Infrastructure"

In Sections 6.1(b), 6.3 [Railway Orders] and 6.5 [Execution of Agreements and Filing of Orders] of this Schedule, a reference to the "British Columbia Minister of Transportation and Infrastructure"

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

- 21 -

means the minister of the Crown in right of the Province of British Columbia responsible for the *Railway Safety Act* (British Columbia) or any person, body or agency to which responsibility for the administration of the provisions of the *Canada Transportation Act* adopted by the Railway Safety Adopted Provisions Regulation under the *Railway Safety Act* (British Columbia) have been effectively delegated.

PART 7 - CONCESSIONAIRE PROPERTY REPRESENTATIVE

7.1 Appointment

The Concessionaire shall at all times until the Total Completion Date appoint and maintain a property representative as the Concessionaire's point of contact for dealings between the Province and the Concessionaire on the subject matters of this Schedule. The property representative shall be ordinarily resident and have its ordinary place of business in the vicinity of the Project Site.

7.2 Qualifications

The property representative appointed by the Concessionaire must have the following qualifications:

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

7.3 Notification of Province's Representative

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

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

**APPENDIX A TO SCHEDULE 8
SPECIFIED CONCESSION LANDS**

1. **“Specified Concession Lands”** means:
 - (a) those lands and interests in lands identified as “Specified Concession Lands” on the Land Identification AutoCAD Drawings; and
 - (b) Future Railway Lands at or about the locations indentified on the Land Identification AutoCAD Drawings as “Approximate limit of Future Railway Lands to form part of Concession Lands”.

2. Each parcel of Specified Concession Lands is or will be held by the Province or BCTFA in fee simple or as highway, except:
 - (a) where a Land Interest other than a fee simple interest or highway is specified for that parcel in Table A.1; and
 - (b) for parcels of Future Railway Lands.

3. Each parcel of Specified Concession Lands has, as its Specified Handover Date, the Effective Date, except:
 - (a) where another Specified Handover Date is specified for that parcel in Table A.1; and
 - (b) for parcels of Future Railway Lands.

4. Table A.1 – Specified Concession Lands Exceptions

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
	Insert parcel/lot descriptions by legal descriptions, LTO Parcel Identification Numbers, plans, or any combination, sufficient to identify the land.	Insert a description of the Land Rights such as a statutory rights of way, lease, license, permit, etc. including rail crossing agreements, orders or permits.	Specify date.
	Portion of PID # XXXXXXXXXX identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-119 and D-120)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	

Section 17 applied to all PID numbers

SOUTH FRASER PERIMETER ROAD PROJECT

SCHEDULE 8: LANDS

Appendix A: Specified Concession Lands

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
2.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-120)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	
3.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-120 and D-121)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	
4.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-121 to D-123)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	
5.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-123)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	
6.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-123 and D-124)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 3 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
7.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-134)	Statutory Right of Way between the Owner and the Province dated _____, 20__	September 30, 2010
8.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-134)	Statutory Right of Way between the Owner and the Province dated _____, 20__	September 30, 2010
9.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-S-117)		December 31, 2011
10.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-118)		December 31, 2011
11.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-118 and D-119)		December 31, 2011

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 4 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
12.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-117 and D119)		December 31, 2011
13.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-115, D-116 and D-119)		December 31, 2011
14.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-112 to D-115)		December 31, 2011
15.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-109, D-110 and D-112)		December 31, 2011

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 5 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
16.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-106, D-107 and D-110)		December 31, 2011
17.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-111)		December 31, 2011
18.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-106)		December 31, 2011
19.	Portion of 36 th Avenue, Municipality of Delta, identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-119)		December 31, 2011

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 6 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
20.	Portion of 64 th Street, Municipality of Delta, identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-112)		December 31, 2011
21.	Portion of Highway 17, Municipality of Delta, identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-108)		December 31, 2011
22.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-119)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	December 31, 2011
23.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-116)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	December 31, 2011

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 7 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
24.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-115)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	December 31, 2011
25.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-112 to D-114)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	December 31, 2011
26.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-110 and D-112)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	December 31, 2011
27.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-110)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	December 31, 2011
28.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-110)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	December 31, 2011

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 8 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
29.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-109 and D-110)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	December 31, 2011
30.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-109)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	December 31, 2011
31.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-108)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	December 31, 2011
32.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-158)	Licence Agreement between the Owner and the Province dated _____, 20__	
33.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-162)		December 31, 2011

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 9 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
34.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-162)		December 31, 2011
35.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-162)		December 31, 2011
36.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-162 and D-163)		December 31, 2011
37.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-163)		December 31, 2011
38.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-163)		December 31, 2011

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 10 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
39.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-163)		December 31, 2011
40.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-163)		December 31, 2011
41.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-163 and D-164)		December 31, 2011
42.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-164)		December 31, 2011
43.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-164)		December 31, 2011

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 11 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
44.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-164)		December 31, 2011
45.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-164)		December 31, 2011
46.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-164 and D-165)		December 31, 2011
47.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-165)		December 31, 2011
48.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-165)		December 31, 2011

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 12 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
49.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-165)		December 31, 2011
50.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-165)		December 31, 2011
51.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-165)		December 31, 2011
52.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-165)		December 31, 2011
53.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-165)		December 31, 2011

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 13 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
54.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-165)		December 31, 2011
55.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-165)		December 31, 2011
56.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-165 and D-166)		December 31, 2011
57.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-166)		December 31, 2011
58.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-166)		December 31, 2011

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 14 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
59.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-166)		December 31, 2011
60.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-166)		December 31, 2011
61.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-166)		December 31, 2011
62.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-166)		December 31, 2011
63.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-166)		December 31, 2011

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 15 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
64.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-166)		December 31, 2011
65.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-167)		December 31, 2011
66.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-167)		December 31, 2011
67.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-171 and D-173)	Licence Agreement between the Owner and the Province dated _____, 20__	
68.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-174)	Licence Agreement between the Owner and the Province dated _____, 20__	July 31, 2010

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 16 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
69.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-174 and D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	July 31, 2010
70.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	July 31, 2010
71.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	July 31, 2010
72.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-174)	Licence Agreement between the Owner and the Province dated _____, 20__	July 31, 2010
73.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-174)	Licence Agreement between the Owner and the Province dated _____, 20__	July 31, 2010

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 17 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
74.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-174)	Licence Agreement between the Owner and the Province dated _____, 20__	
75.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	
76.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-S-114)	Licence Agreement between the Owner and the Province dated _____, 20__	December 31, 2011
77.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-171 and D-173)	Licence Agreement between the Owner and the Province dated _____, 20__	
78.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-170, D-173 and D-174)	Licence Agreement between the Owner and the Province dated _____, 20__	

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 18 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
79.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-173 and D-174)	Licence Agreement between the Owner and the Province dated _____, 20__	
80.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-171 and D-173)	Licence Agreement between the Owner and the Province dated _____, 20__	
81.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-171)	Licence Agreement between the Owner and the Province dated _____, 20__	
82.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-171)	Licence Agreement between the Owner and the Province dated _____, 20__	
83.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 19 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
84.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	
85.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	
86.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	
87.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-177 and D-178)	Licence Agreement between the Owner and the Province dated _____, 20__	
88.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 20 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
89.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	
90.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	
91.	[Not Used]		
92.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-S-126)		July 31, 2010
93.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-S-146 and S-147)		December 31, 2012

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 21 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
94.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-S-147 to S-149)		December 31, 2012
95.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-S-149 and S-150)		December 31, 2012
96.	[Not Used]		
97.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-S-106)		July 31, 2010
98.	[Not Used]		
99.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-185)		July 31, 2010
100.	[Not Used]		
101.	[Not Used]		
102.	[Not Used]		

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 22 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
103.	[Not Used]		
104.	[Not Used]		
105.	[Not Used]		
106.	[Not Used]		
107.	[Not Used]		
108.	[Not Used]		
109.	[Not Used]		
110.	Portion of PID [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-S-105)	Statutory Right of Way (Permanent) between BNSF Railway Company and the Province dated _____, 20__	
111.	Portion of PID [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-180)	Statutory Right of Way (Permanent) between BNSF Railway Company and the Province dated _____, 20__	
112.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-180)	Statutory Right of Way (Permanent) between BNSF Railway Company and the Province dated _____, 20__	

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 23 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
113.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-180 to D-185)	Statutory Right of Way (Permanent) between BNSF Railway Company and the Province dated _____, 20__	
114.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-185)	Statutory Right of Way (Permanent) between BNSF Railway Company and the Province dated _____, 20__	
115.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-185)	Statutory Right of Way (Permanent) between BNSF Railway Company and the Province dated _____, 20__	
116.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-185)	Statutory Right of Way (Permanent) between BNSF Railway Company and the Province dated _____, 20__	
117.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-185)	Statutory Right of Way (Permanent) between BNSF Railway Company and the Province dated _____, 20__	

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 24 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
118.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-185)	Statutory Right of Way (Permanent) between BNSF Railway Company and the Province dated _____, 20__	
119.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-109 and D-110)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	
120.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-110)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	
121.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-110 and D-112)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	
122.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-119)	Statutory Right of Way between British Columbia Railway Company and the Province dated _____, 20__	

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix A: Specified Concession Lands**

- 25 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Concession Lands Specified Handover Date
123.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-170, D-171 and D-173)	Statutory Right of Way between BNSF Railway Company and the Province dated _____, 20__	
124.	[Not Used]		
125.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-178)	Statutory Right of Way between BNSF Railway Company and the Province dated _____, 20__	
126.	Portion of PID [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-178)	Statutory Right of Way between BNSF Railway Company and the Province dated _____, 20__	

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

**APPENDIX B TO SCHEDULE 8
SPECIFIED OTHER HIGHWAY LANDS**

- 1. **“Specified Other Highway Lands”** means:
 - (a) those lands and interests in lands identified as “Specified Other Highway Lands” on the Land Identification AutoCAD Drawings; and
 - (b) Future Railway Lands at or about the locations indentified on the Land Identification AutoCAD Drawings as “Approximate limit of Future Railway Lands to form part of Other Highway Lands”.

- 2. Each parcel of Specified Other Highway Lands is or will be held by the Province or BCTFA in fee simple or as highway, except:
 - (a) where a Land Interest other than a fee simple interest or highway is specified for that parcel in Table B.1; and
 - (b) for parcels of Future Railway Lands.

- 3. Each parcel of Specified Other Highway Lands has, as its Specified Handover Date, the Effective Date, except:
 - (a) where another Specified Handover Date is specified for that parcel in Table B.1; and
 - (b) for parcels of Future Railway Lands.

- 4. Table B.1 – Specified Other Highway Lands Exceptions

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Other Highway Lands Specified Handover Date
	Insert parcel/lot descriptions by legal descriptions, LTO Parcel Identification Numbers, plans, or any combination, sufficient to identify the land.	Insert a description of the Land Rights such as a statutory rights of way, lease, license, permit, etc. including rail crossing agreements, orders or permits.	Specify date.
1.	Portion of PID # [REDACTED] identified as Specified Concession Lands or Specified Other Highway Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-S-105)	Statutory Right of Way (Temporary) between BNSF Railway Company and the Province dated _____, 20__	

Section 17 applied to all PID numbers

SOUTH FRASER PERIMETER ROAD PROJECT

SCHEDULE 8: LANDS

Appendix B: Specified Other Highway Lands

- 2 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Other Highway Lands Specified Handover Date
2.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-S-117)		December 31, 2011
3.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-158)	Licence Agreement between the Owner and the Province dated _____, 20__	
4. – 10.	[Not Used]		
11.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-174)	Licence Agreement between the Owner and the Province dated _____, 20__	
12.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix B: Specified Other Highway Lands**

- 3 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Other Highway Lands Specified Handover Date
13.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	
14.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	
15.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	
16.	Portion of PID # [REDACTED] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-177)	Licence Agreement between the Owner and the Province dated _____, 20__	
17.	[Not Used]		

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix B: Specified Other Highway Lands**

- 4 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Other Highway Lands Specified Handover Date
18.	Portion of PID # [REDACTED] [NTD: PID corrected] identified as Specified Concession Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-S-124)	Licence Agreement between the Owner and the Province dated _____, 20__	
19.	Portion of PID # [REDACTED] identified as Specified Concession Lands or Specified Other Highway Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-180)	Statutory Right of Way (Temporary) between BNSF Railway Company and the Province dated _____, 20__	
20.	Portion of PID # [REDACTED] identified as Specified Concession Lands or Specified Other Highway Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-180)	Statutory Right of Way (Temporary) between BNSF Railway Company and the Province dated _____, 20__	
21.	Portion of PID # [REDACTED] identified as Specified Concession Lands or Specified Other Highway Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheets SFPR-LAND-D-180 to D-185)	Statutory Right of Way (Temporary) between BNSF Railway Company and the Province dated _____, 20__	

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix B: Specified Other Highway Lands**

- 5 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Other Highway Lands Specified Handover Date
22.	Portion of PID # [REDACTED] identified as Specified Concession Lands or Specified Other Highway Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-185)	Statutory Right of Way (Temporary) between BNSF Railway Company and the Province dated _____, 20__	
23.	Portion of PID # [REDACTED] identified as Specified Concession Lands or Specified Other Highway Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-185)	Statutory Right of Way (Temporary) between BNSF Railway Company and the Province dated _____, 20__	
24.	Portion of PID # [REDACTED] identified as Specified Concession Lands or Specified Other Highway Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-185)	Statutory Right of Way (Temporary) between BNSF Railway Company and the Province dated _____, 20__	
25.	Portion of PID # [REDACTED] identified as Specified Concession Lands or Specified Other Highway Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-185)	Statutory Right of Way (Temporary) between BNSF Railway Company and the Province dated _____, 20__	

SOUTH FRASER PERIMETER ROAD PROJECT**SCHEDULE 8: LANDS****Appendix B: Specified Other Highway Lands**

- 6 -

	Description of Land	Land Rights if other than a Fee Simple Interest or Highway	Other Highway Lands Specified Handover Date
26.	Portion of PID # [REDACTED] identified as Specified Other Highway Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-185)	Statutory Right of Way (Temporary) between BNSF Railway Company and the Province dated _____, 20__	
27.	Portion of PID # [REDACTED] identified as Specified Other Highway Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-134)	Statutory Right of Way between the Owner and the Province dated _____, 20__	September 30, 2010
28.	Portion of PID # [REDACTED] identified as Specified Other Highway Lands on Land Identification AutoCAD Drawings (for convenience of reference only see Land Identification Sheet SFPR-LAND-D-134)	Statutory Right of Way between the Owner and the Province dated _____, 20__	September 30, 2010

SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS

APPENDIX C TO SCHEDULE 8
CERTAIN PROJECT SITE ENCUMBRANCES

Data Room Category Number	Data Room ID	Date	Issuer	Permit No.	Regarding
0310.10	7169	June 2001	Ministry of Transportation	01-006-18765.0	Permit for River Road East phase 2 road widening
0310.10	7168	September 1991	Ministry of Transportation	1-6-18173.0	Permit for intersection at No. 17 Tsawwassen Highway at 28 th Avenue, East side
0310.10	7186	August 1994	Ministry of Transportation	1-6-13902.0	Permit for proposed watermain crossing Highway 17 at 28 th Avenue
0310.10	7192	June 1994	Ministry of Transportation	1-6-12011.2	Permit for installation of 750mm force main, #17 Tsawwassen Highway North of 56 th Street
0310.10	7185	April 1994	Ministry of Transportation	1-6-13637.0	Permit for test holes for tender of sanitary force main, #17 Tsawwassen highway North of 56 th Street
0310.10	7184	July 1993	Ministry of Transportation	1-6-12673.0	Permit for an irrigation ditch, #99 Vancouver/Blaine Highway, east of 72 nd Street
0310.10	7193	June 1993	Ministry of Transportation	1-6-12599.0	Permit for watermain upgrade, #99 Vancouver/Blaine Highway at 72 nd Street
0310.15.05	8776	July 2008	Ministry of Transportation	01-006-25312.0	BC Hydro overhead transmission crossing permits for Deltaport Way, Highway 17 at 52 nd St. and Highway 17 at Deltaport Way
0310.15.05	7173	May 2002	Ministry of Transportation	01-006-19554.0	Permit for reconstruction of existing aerial crossing, No. 99 Vancouver/Blaine Highway at 64 th Street
0310.15.05	7172	March 2002	Ministry of Transportation	01-006-19408.0	Permit for underground conduit installation for Bell Mobility site, No. 91 Annacis Highway North of Nordel Way on the west side
0310.15.05	7190	September 2001	Ministry of Transportation	10200.0	Permit regarding 826r, Annacis Highway
0310.15.10	7167	September 1998	Ministry of Transportation	1-6-17704	Permit for underground conduit installation (CP-1-28967A) at River Road under the Alex Fraser bridge – No. 91 Annacis Highway
0310.15.10	7191	September 1991	Ministry of Transportation	10020.0	Permit regarding 826r, Annacis Highway
0310.15.15	7221	January 1990	Ministry of Transportation	NW 28/90	Two overhead cable crossings – Highway 99 at the 9000 Block and 64 th Street
0310.15.20	8849	September 2009	Ministry of Transportation	2009-04364	Permit for Terasen Gas to use and occupy the lands within the SFPR corridor
0310.15.20	7175	June 2003	Ministry of Transportation	01-006-20662	Permit for two existing transmission pipelines, No. 91 Annacis Highway, Nordel Way North of the Weigh Scale access
0310.15.20	7189	January 1998	Ministry of Transportation	1-6-16710.0	Permit for gas main installation, Highway 10/Highway 99, 80 th Street to 10 th Street
0310.15.25	7720	January 2008	Ministry of Transportation	01-006-23344.0	Extension of original permit regarding North Surrey Interceptor Temporary main across BCTFA lands

SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS
Appendix C: Certain Project Site Encumbrances

- 2 -

Data Room Category Number	Data Room ID	Date	Issuer	Permit No.	Regarding
0310.15.25	7164	June 2004	Ministry of Transportation	01-006-21518.0	Permit for installation of a Grit Chamber for the South Surrey Interceptor at No. 91 Annacis Highway, south side of River Road under the Alex Fraser Bridge
0310.15.25	7170	May 2001	Ministry of Transportation	01-006-18869.0	Permit for existing water main under the south end of the Alex Fraser Bridge
0310.15.25	7166	May 1998	Ministry of Transportation	1-6-17423.0	Permit for installation of underground electrical conduit at No. 91 Annacis Highway at the south end of the Alex Fraser Bridge
0310.15.30	7165	September 2005	Ministry of Transportation	01-006-22714.0	Permit for installation of a Dynamic Message sign at No. 17 Tsawwassen Highway, North of Tsawwassen O/H No. 2452 on the West Side
0310.15.30	7163	August 2005	Ministry of Transportation	01-006-21146.0	Extension of original permit regarding hedgerow planting at No. 99 Vancouver/Blaine Highway at 80 th Street on the south side
0310.15.30	7162	February 2004	Ministry of Transportation	01-006-21145.0	Permit for ditch improvements and landscaping at No. 99 Vancouver/Blaine Highway at 80 th Street on the south side
0310.20.05	7187	November 1997	Ministry of Transportation	1-6-16459.0	Permit for installation of antennas, #17 Tsawwassen Highway at Deltaport Way
0310.25	7188	August 1998	Ministry of Transportation	1-6-16581.0	Revised permit for fibre optic installation
0310.30	7165	September 2005	Ministry of Transportation	01-006-22714.0	Permit for installation of a Dynamic Message sign at No. 17 Tsawwassen Highway, North of Tsawwassen O/H No. 2452 on the West Side
0310.30	7163	August 2005	Ministry of Transportation	01-006-21146.0	Extension of original permit regarding hedgerow planting at No. 99 Vancouver/Blaine Highway at 80 th Street on the south side
0310.30	7162	February 2004	Ministry of Transportation	01-006-21145.0	Permit for ditch improvements and landscaping at No. 99 Vancouver/Blaine Highway at 80 th Street on the south side

1. PMH1/SFPR Common Site

- (a) Part of the Specified Concession Lands overlaps with part of the project site under the PMH1 DB Contract at the PMH1/SFPR Common Site.
- (b) The PMH1 DB Contract will constitute a Project Site Encumbrance and the Concessionaire shall be obligated to carry out and to cause the Principal Contractors and Subcontractors to carry out the Project Work on the PMH1/SFPR Common Site in a manner that does not adversely impact the work under the PMH1 DB Contract or the infrastructure created thereby.

SOUTH FRASER PERIMETER ROAD PROJECT

SCHEDULE 8: LANDS

Appendix C: Certain Project Site Encumbrances

- 3 -

2. Metro Vancouver Water Tunnel Project Agreements as follows:
 - (a) Gateway Highway Program Utility Framework Agreement dated for reference March 22, 2010 between Greater Vancouver Water District, Greater Vancouver Sewerage and Drainage District and the Province; and
 - (b) Agreement dated March 22, 2010 between Greater Vancouver Water District and BCTFA.
3. BCTC Relocation Agreement.
4. Pipeline Agreement dated June 17, 2010 between Trans Mountain Pipeline L.P. and the Province (Kinder Morgan Agreement).
5. Right to a crossing for BNSF Railway Company including Order No. 117820 of the Board of Transport Commissioners for Canada dated June 23, 1965 "IN THE MATTER OF installation of automatic protection at the crossing of the railway of the Great Northern Railway Company and Tannery Road, in the District of Surrey, in the Province of British Columbia, mileage 140.50 Third Subdivision. (File No. 29529.49)"
6. Right to a crossing for Canadian National Railway Company pursuant to Order No. 2001-AGR-25 of the Canadian Transport Agency dated January 23, 2001 "IN THE MATTER OF an agreement between the Canadian National Railway Company and the City of Surrey pursuant to subsection 101(2) of the *Canada Transportation Act*, S.C., 1996, c. 10, relating to the reconstruction and maintenance of the road crossing at Tannery Road and mileage 1.32 Brownsville Industrial Lead, off mileage 177.63 Yale Subdivision, in the city of Surrey, in the province of British Columbia. (File No. R 8050/722-S01.32)"

SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS

APPENDIX D TO SCHEDULE 8
FORMS OF CROSSING AGREEMENTS

Substantially on the terms of the Overhead (Grade Separation) Agreement and the Overhead (Grade Separation) Permanent Statutory Right of Way Agreement forming part of this Appendix D, as reasonably amended to reflect the nature of the crossing.

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

**APPENDIX E TO SCHEDULE 8
GRAVEL PITS AND FORM OF GRAVEL LICENSE**

[See separate document]

**SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS**

**APPENDIX F TO SCHEDULE 8
CONCESSIONAIRE RESPONSIBILITIES WITH RESPECT TO
BNSF MASTER AGREEMENT**

The Concessionaire shall at its own expense perform or cause to be performed in accordance with the BNSF Master Agreement all the obligations under that agreement except:

1. The obligations under Article 1 – Transfer of Lands.
2. The obligation to pay the money consideration for the grant of statutory rights of way under section 2.1.
3. The obligation to pay the money consideration for the grants of statutory rights of way under section 3.1.
4. The obligations under Article 6 – Track Sharing Agreement.
5. The obligations under Article 8 – Elevator Road.

SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS

APPENDIX G TO SCHEDULE 8
CD CONTAINING LAND IDENTIFICATION
AUTOCAD DRAWINGS

See attached.

SOUTH FRASER PERIMETER ROAD PROJECT
SCHEDULE 8: LANDS

APPENDIX H TO SCHEDULE 8
DESCRIPTION OF PMH1/SFPR COMMON SITE

All those parts of the Specified Concession Lands shown shaded in blue on the plan attached to this Appendix H.