

WORKER ACCOMMODATION PROJECT AGREEMENT

SCHEDULE 20

LAND MATTERS

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APPENDIX 20A DESCRIPTION OF LANDS AND ENCUMBRANCES

WORKER ACCOMMODATION PROJECT AGREEMENT

SCHEDULE 20

LAND MATTERS

1 INTERPRETATION

1.1 Definitions

In this Schedule 20 [Land Matters], in addition to terms defined in Schedule 1 [Definitions and Interpretation]:

“**Access License**” has the meaning set out in Section 2.2 of this Schedule 20 [Land Matters];

“**Charge**” means any charge, mortgage, lien, pledge, judgment, execution, security interest, restriction, claim or encumbrance of any nature whatsoever, including any claims of the Workers’ Compensation Board, Canada Revenue Agency, Employment Standards Branch or other Governmental Authority;

“**Encumbrances**” means those Charges against title to the Lands described in the land title searches attached as Appendix 20A [Description of Lands and Encumbrances] and any additional Charges against the Lands permitted under this Schedule 20 [Land Matters];

“**Lands**” means the real property interests described in Appendix 20A [Description of Lands and Encumbrances]; and

“**Licence**” has the meaning set out in Section 2.1(a) of this Schedule 20 [Land Matters].

2 BC HYDRO’S OBLIGATIONS AND REPRESENTATIONS

2.1 Grant of Licence Over Worker Accommodation Area

- (a) From the date BC Hydro permits Project Co to have access to the Worker Accommodation Area in accordance with the terms of this Agreement until the Termination Date, BC Hydro hereby grants, and will continuously, until the Termination Date, grant or cause to be granted to Project Co a non-exclusive licence of use in, on and over the Worker Accommodation Area and the Facility to the extent required by Project Co to allow Project Co to perform the Design, the Construction, the Services and Decommissioning (the “**Licence**”).
- (b) In consideration for the licence granted in Section 2.1(a), Project Co will perform the obligations described in Section 5.1 of this Agreement subject to and in accordance with this Agreement.
- (c) Project Co may for the same purposes described in Section 2.1(a), grant sub-licences to any Project Co Person, provided that any such grant will be subject to, and terminate upon, termination of the Licence and provided that any such sub-licences will be on the same terms and conditions as the Licence.

2.2 Access License

In addition to the License set out in Section 2.1 of this Schedule 20 [Land Matters], from the date BC Hydro permits Project Co to have access to the Worker Accommodation Area in accordance with the terms of this Agreement until the Termination Date, BC Hydro hereby grants, and will continuously, until the Termination Date, grant or cause to be granted to Project Co a non-exclusive licence for the purposes of access to and from the Worker Accommodation Area over the Site, on any access roads located on the Site designated by BC Hydro for such purpose, to the extent required by Project Co to allow Project Co to

have access to and from the Worker Accommodation Area in order to perform the Design, the Construction, the Services and Decommissioning on the Worker Accommodation Area (the **Access Licence**”).

Without limiting the other provisions of this Schedule 20 [Land Matters] and this Agreement, Project Co’s continued use of the Access Licence is subject to Project Co’s compliance with the terms and conditions of this Agreement and any rules, restrictions, or other reasonable requirements pertaining to the use of any designated access road on the Site.

2.3 Terms Affecting Licence Grant

Without limiting the other provisions of this Schedule 20 [Land Matters] and this Agreement, the following terms and conditions apply to the Licence:

- (a) no legal demise or other interest in land, and no interest in the Facility or any other improvements, is granted to Project Co or created by this Agreement;
- (b) the Licence is non-exclusive and no right to exclusive possession of the Lands or the Facility is granted to Project Co;
- (c) Project Co’s rights are subject to the Encumbrances; and
- (d) subject to Section 6.10 of Schedule 2 [Design and Construction Protocols], BC Hydro will be entitled at any time and from time to time to grant to BC Hydro Persons and any other persons, including contractors and the general public, access to the Lands and the Facility.

2.4 Property Taxes

BC Hydro will be responsible for property taxes (if any), or payments in lieu of property taxes, payable in respect of the Lands and the Facility, or the occupation thereof by BC Hydro, Project Co or any Project Contractor or Sub-Contractor.

3 PROJECT CO’S OBLIGATIONS AND ACKNOWLEDGMENTS

3.1 “As Is Where Is”

Except as may be expressly set out in this Agreement and subject to the provisions of Section 4.1 of this Schedule 20 [Land Matters], Project Co accepts the Lands comprising the Worker Accommodation Area and the Licence on an “as is, where is” basis.

3.2 Encumbrances

Project Co acknowledges that it has reviewed the Encumbrances in effect as of the Effective Date, Project Co will fully and punctually observe and perform (to the same extent as if Project Co were the owner of the Lands and bound by the Encumbrances), any limitations, restrictions, obligations, liabilities and other terms and conditions set out in the Encumbrances and Project Co assumes all risks arising therefrom. Project Co will fully and punctually observe and perform all of the terms and conditions of any interest included in the Lands and any Encumbrance. BC Hydro may without restriction modify, add or remove any Encumbrances, provided that the foregoing will not limit Project Co’s entitlements under this Agreement if such modification, addition or removal results in a Change.

3.3 Project Co Not To Encumber

Project Co will not, without the consent of BC Hydro:

- (a) grant or permit any Charge affecting or against all or any part of the Lands or the Facility; or
- (b) do or omit to do, or cause, suffer or permit to be done or omitted to be done by any Project Co Person anything that would result in any Charge against or affecting the Lands, the Facility or any asset, matter or thing that may be required to be delivered or transferred to BC Hydro on the Termination Date pursuant to Section 14.2 (Transfer to BC Hydro of Assets, Contracts, etc.) of this Agreement.

If all or any part of the Facility, title to which has passed to BC Hydro in accordance with this Agreement, becomes subject to any Encumbrance that has not been consented to or granted by BC Hydro, other than an Encumbrance resulting from any act or omission of BC Hydro or any BC Hydro Person, Project Co will immediately take all necessary steps to remove such Encumbrance. If Project Co fails to remove any such Encumbrance within 15 days (or such longer period as may reasonably be required in the circumstances provided Project Co is proceeding with all due diligence to remove the same) of its coming into existence then, without prejudice to any other rights or remedies BC Hydro may have, BC Hydro 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 Project Co. Project Co will on demand reimburse all such payments and costs to BC Hydro.

3.4 No Restriction on BC Hydro Use or Development

Project Co acknowledges that BC Hydro may from time to time without restriction use, develop or re-develop, or permit the use, development or re-development of, the Lands, the Facility or any portion thereof (including by way of subdivision) for any purpose and by any Person. To the extent such use, development or re-development adversely interferes with the Licence or adversely interferes with Project Co's ability to carry out the Design, the Construction and the Services, BC Hydro will, to address such interference, initiate a Change.

3.5 No Registration

Project Co will not register in any land title office this Agreement, the Licence or any instrument, claim or notice in respect of the Licence or any other rights of Project Co under this Agreement.

3.6 Builders Liens

Project Co will, at its own cost and expense, cause any and 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 Design, the Construction or the Services that are registered against or otherwise affect the Lands or the Facility or any part thereof, to be paid, satisfied, released or vacated and, if registered, to be discharged from title within 30 days (or such longer period as may reasonably be required in the circumstances provided Project Co is proceeding with all due diligence) following the date on which Project Co becomes aware thereof and if Project Co fails to do so BC Hydro 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. Project Co will, on demand, reimburse BC Hydro all amounts so paid or attributable to or drawn under the security so posted together with all related costs (including legal costs) and expenses.

If there is a *bona fide* dispute of the validity or correctness of any such lien or claim, Project Co will be entitled to defend against the lien or claim in any proceedings if Project Co first:

- (a) pays into Court, or provides sufficient security for, the amount claimed and costs as the Court may direct, as may be required to obtain a Court Order for the discharge of such lien or claim from title to the Lands, and obtains such discharge and registers such discharge in the Land Title Office to cancel such lien; or
- (b) provides such other reasonable security in respect of such claim as BC Hydro may in writing, and in its discretion, approve.

3.7 Notice of Liens

Project Co will notify Hydro'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 Design, Construction or the Services that are registered against or otherwise affect the Worker Accommodation Area or the Facility or any part of the Worker Accommodation Area or the Facility, promptly after Project Co becomes aware of such builders' liens, other liens or claims of lien.

3.8 Compliance with *Builders Lien Act* (British Columbia)

Project Co acknowledges that BC Hydro is not subject to the *Builders Lien Act* (British Columbia) and that the Worker Accommodation Area and the Facility are not subject to the *Builders Lien Act* (British Columbia) and are not lienable.

3.9 Title to Improvements

Project Co will not acquire any property interest in or title to the Facility or any other improvements to the Lands. As between Project Co and BC Hydro, title to and ownership of the Facility and all other improvements to the Lands will, subject to Section 12 of Schedule 11 [Prices, Payments and Security], at all times be vested in BC Hydro.

4 HAZARDOUS SUBSTANCES

4.1 Responsibility

Notwithstanding any other provision of this Agreement or this Schedule 20 [Land Matters], Project Co will not be responsible for any Hazardous Substances in, on, below or adjacent to the Lands or any cost, expense or claim arising therefrom, other than any Hazardous Substances brought onto, or adjacent to, the Lands by Project Co or any Project Co Person during the Term.

4.2 Restrictions on Use

Unless otherwise expressly required or permitted under this Agreement, Project Co will not install, use or store on the Lands or adjacent property any materials, equipment or apparatus, the installation, use or storage of which is likely to cause or in fact causes the generation, accumulation or migration of any Hazardous Substance in contravention of any applicable Laws. Without limiting the generality of the foregoing, Project Co will not use the Lands to dispose of, handle or treat any Hazardous Substances, in a manner that would cause the Lands, or any adjacent property, to become a contaminated site under applicable Laws.

APPENDIX 20A
DESCRIPTION OF LANDS AND ENCUMBRANCES

(see attached)

TITLE SEARCH PRINT

2015-09-15, 08:50:43

File Reference:

Requestor: [REDACTED]

****CURRENT AND CANCELLED INFORMATION SHOWN****

Title Issued Under SECTION 172 LAND TITLE ACT

Land Title District PRINCE GEORGE
Land Title Office PRINCE GEORGE

Title Number R38306
From Title Number B14647
111973M

Application Entered 1981-09-04

Application Received 1981-09-01

Registered Owner in Fee Simple
Registered Owner/Mailing Address: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
970 BARRARD STREET
VANCOUVER, BC
V6Z 1Y3

Taxation Authority PEACE RIVER ASSESSMENT DISTRICT

Description of Land
Parcel Identifier: 006-721-206
Legal Description:
THAT PORTION OF THE SOUTH WEST 1/4 OF SECTION 23 TOWNSHIP 83 RANGE 19
WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT AS SHOWN OUTLINED ON PLAN 26965
TO BE KNOWN HEREAFTER AS PARCEL 1 (R38306) OF SECTION 23 TOWNSHIP 83 RANGE 19
WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT PLAN 26965

Legal Notations NONE

Charges, Liens and Interests
Nature: RIGHT OF FIRST REFUSAL
Registration Number: R38309
Registration Date and Time: 1981-09-01 09:51
Registered Owner: [REDACTED]
Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

TITLE SEARCH PRINT

File Reference:

2015-09-15, 08:50:43

Requestor: XXXXXXXXXX

Pending Applications

NONE

Corrections

NONE

TITLE SEARCH PRINT

2015-09-15, 08:50:44

File Reference:

Requestor: [REDACTED]

Declared Value [REDACTED]

****CURRENT AND CANCELLED INFORMATION SHOWN****

Land Title District	PRINCE GEORGE
Land Title Office	PRINCE GEORGE
Title Number	PC37921
From Title Number	P13988
Application Entered	1989-08-25
Application Received	1989-08-15
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY NO ADDRESS ON FILE FOR THIS OWNER
Taxation Authority	PEACE RIVER ASSESSMENT DISTRICT
Description of Land	
Parcel Identifier:	014-612-518
Legal Description:	NORTH EAST 1/4 OF SECTION 14 TOWNSHIP 83 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT
Legal Notations	
	THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO.21608
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE
Corrections	NONE

TITLE SEARCH PRINT

2015-09-15, 08:50:43

File Reference:

Requestor: [REDACTED]

Declared Value \$ [REDACTED]

****CURRENT AND CANCELLED INFORMATION SHOWN****

Land Title District	PRINCE GEORGE
Land Title Office	PRINCE GEORGE
Title Number	PC37922
From Title Number	P13988
Application Entered	1989-08-25
Application Received	1989-08-15
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY NO ADDRESS ON FILE FOR THIS OWNER
Taxation Authority	PEACE RIVER ASSESSMENT DISTRICT
Description of Land	
Parcel Identifier:	014-612-542
Legal Description:	NORTH WEST 1/4 OF SECTION 14 TOWNSHIP 83 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT
Legal Notations	NONE
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE
Corrections	NONE

TITLE SEARCH PRINT

2015-09-15, 08:50:43

File Reference:

Requestor: [REDACTED]

Declared Value \$ [REDACTED]

****CURRENT AND CANCELLED INFORMATION SHOWN****

Land Title District

Land Title Office

PRINCE GEORGE

PRINCE GEORGE

Title Number

From Title Number

PC37924

P13988

Application Entered

1989-08-25

Application Received

1989-08-15

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
NO ADDRESS ON FILE FOR THIS OWNER

Taxation Authority

PEACE RIVER ASSESSMENT DISTRICT

Description of Land

Parcel Identifier:

014-612-593

Legal Description:

LEGAL SUBDIVISION 16 SECTION 15 TOWNSHIP 83 RANGE 19 WEST OF THE
6TH MERIDIAN PEACE RIVER DISTRICT

Legal Notations

NONE

Charges, Liens and Interests

NONE

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

Corrections

NONE

TITLE SEARCH PRINT

2015-09-15, 08:50:42
Requestor: [REDACTED]

File Reference:
Declared Value \$ [REDACTED]

****CURRENT AND CANCELLED INFORMATION SHOWN****

Land Title District Land Title Office	PRINCE GEORGE PRINCE GEORGE
Title Number From Title Number	PC37925 P13988
Application Entered	1989-08-25
Application Received	1989-08-15
Registered Owner in Fee Simple Registered Owner/Mailing Address:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY NO ADDRESS ON FILE FOR THIS OWNER
Taxation Authority	PEACE RIVER ASSESSMENT DISTRICT
Description of Land Parcel Identifier: Legal Description:	014-612-607 SOUTH EAST 1/4 OF SECTION 22 TOWNSHIP 83 RANGE 19 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT
Legal Notations	NONE
Charges, Liens and Interests	NONE
Duplicate Indefeasible Title	NONE OUTSTANDING
Transfers	NONE
Pending Applications	NONE
Corrections	NONE

TITLE SEARCH PRINT

2015-09-15, 08:54:48

File Reference:

Requestor: [REDACTED]

Declared Value [REDACTED]

****CURRENT AND CANCELLED INFORMATION SHOWN****

Land Title District
Land Title Office

PRINCE GEORGE
PRINCE GEORGE

Title Number
From Title Number

CA4028253
PS13745

Application Entered

2014-10-22

Application Received

2014-10-20

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
12TH FLOOR, 333 DUNSMUIR STREET
VANCOUVER, BC
V6B 5R3

Taxation Authority

PEACE RIVER ASSESSMENT DISTRICT

Description of Land

Parcel Identifier:

005-760-208

Legal Description:

THE NORTH WEST 1/4 OF SECTION 13 TOWNSHIP 83 RANGE 19
WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT

Legal Notations

NONE

Charges, Liens and Interests

NONE

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

Corrections

NONE