

**MAINTENANCE AGREEMENT
(ELECTRICAL VEHICLE CHARGING STATION)**

THIS MAINTENANCE AGREEMENT dated for reference as of November 1 , 2023,

BETWEEN:

DISTRICT OF LAKE COUNTRY

10150 Bottom Wood Lake Road
Lake Country, BC V4V 2M1

(the “**District**”)

AND:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

c/o Properties, 13th Floor - 333 Dunsmuir Street,
Vancouver, BC V6B 5R3

(the “**Licensee**”)

BACKGROUND

- A. Pursuant to the MOTI Permit (as defined in Schedule 1 attached hereto), the Licensee is permitted to use certain lands in Lake Country, British Columbia described in the MOTI Permit (the “**Premises**”) for the installation of electric vehicle charging stations and for the use of certain parking stalls as dedicated electric charging stalls, on the terms and conditions set out in the MOTI Permit; and
- B. The District manages the day to day maintenance and supervision of the Premises for and on behalf of His Majesty The King, In Right of the Province of British Columbia, as represented by the Minister of Transportation and Infrastructure (the “**MOTI**”).

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties covenant and agree as follows:

PART 1 - DEFINITIONS

- 1.1. Definitions.** In this Maintenance Agreement, including the recitals and the schedules, unless there is something in the subject matter or context inconsistent with such meanings, words with initial capitalization will have the meanings indicated in Schedule 1 attached hereto.

PART 2 – 24/7 ACCESS

- 2.1 24/7 Access.** The District and the Licensee acknowledge and agree that the Licensee may exercise its rights under the MOTI Permit at all times by day or night and the District shall do such further acts and things as may be reasonably necessary to permit such exercise (including ensuring that members of the public at all times have a means of access to and egress from the Premises).

PART 3 - LICENSEE COVENANTS

3.1 Licensee Covenants. The Licensee covenants and agrees as follows:

- (a) to conduct the Permitted Purposes in compliance with all applicable laws, ordinances, rules and regulations of Government Authorities now in force or hereafter in force; and
- (b) to pay one hundred percent (100%) of all utility costs and other costs directly attributable to the Improvements .

PART 4 - MAINTENANCE, REPAIRS AND SUPERVISION

4.1 Licensee's Maintenance and Repairs. The Licensee will throughout the Term:

- (a) maintain and repair the Improvements;
- (b) subject to Section 4.1(a) not be responsible for any maintenance or repairs to the Premises, except for any damage caused to such areas by the Licensee or those for whom the Licensee is responsible at law; and
- (c) at its cost, discharge any builder's liens filed at any time against the Premises by reason of any act of the Licensee, or those for whom the Licensee is in law responsible.

4.2 Districts's Maintenance, Repairs and Supervision. The District will, at its cost, throughout the Term:

- (a) keep or cause to be kept all of the Premises (other than the Improvements):
 - (i) in good and substantial repair (reasonable wear and tear, and damage caused to the Premises by the Licensee excepted); and
 - (ii) free of debris, garbage, trash and/or refuse and in neat and tidy condition.
- (b) clear snow from the Premises at regular intervals to ensure public access to the Charging Stations but the District shall not be required to clear snow more frequently than it clears other public roadways or parking areas in the District of Lake Country, or to a higher standard;
- (c) maintain or cause to be maintained all parking stalls located within the Premises (collectively, the "**Licensed Parking Spaces**") in accordance with the requirements of the applicable Government Authority and in a manner suitable for use for the parking of motor vehicles;
- (d) include or cause to be included the Premises in the District's security supervision operations, if any;
- (e) keep the Premises well lit, but the District shall not be required to:
 - (i) repair or maintain street lights within or adjacent to the Premises more frequently than it repairs or maintains other street lights in the District of Lake Country, or to a higher standard; or

- (ii) repair or maintain the Licensee's Lighting (if any) on the Premises;
- (f) reimburse the Licensee for the repair of any damage caused to any part of the Improvements to the extent caused by or through the negligent act or omission of the District, or those for whom the District is in law responsible; and
- (g) discharge any builder's liens filed at any time against the Premises by reason of any act of the District, or those for whom the District is in law responsible.

4.3 Licensee Self-Help Remedy. Notwithstanding anything to the contrary herein, if the District:

- (a) fails to perform its obligations under Section 4.2.(a)(ii) or (b) within twenty-four (24) hours of written notice from the Licensee; or
- (b) fails to observe or perform any other of the terms, covenants or conditions of this Maintenance Agreement to be observed or performed by the District provided the Licensee first gives the District twenty-one (21) days written notice of any such failure to perform and the District within such period of twenty-one (21) days fails to commence diligently and thereafter to proceed diligently to cure any such failure to perform,

then the Licensee shall be entitled to take such steps as it deems advisable to correct such defaults without liability to the District, and the District shall pay to the Licensee forthwith upon demand all costs and expenses incurred by the Licensee in so doing.

4.4 District Covenant Not to Impair. The District shall not take any action that would impair use of the Premises or the Improvements. The District shall not knowingly allow another party to impair use of the Premises or the Improvements. The District agrees to notify Licensee within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises and/or the Improvements, or (ii) it obtains knowledge of a needed repair to the Improvements. The District acknowledges and agrees that Licensee shall have all rights at law or in equity against the District if the District causes impairments of the Premises and/or the Improvements. If non-electric vehicles repeatedly park in the Licensed Parking Spaces, thereby impairing use of the Licensed Parking Spaces and/or the Improvements, or if motorists repeatedly park in such Licensed Parking Spaces for greater than the permitted duration, then the parties shall together determine and implement an appropriate and effective strategy for preventing such impairment.

PART 5 – ASSIGNMENT AND INDEMNITY

5.1 Assignment by Licensee. The Licensee will not assign, mortgage, or encumber this Maintenance Agreement in whole or in part without the prior written consent of the District, which consent shall not be unreasonably withheld or delayed.

5.2 Assignment by District. The District will transfer any interest in this Maintenance Agreement, in whole or in part, without the prior written consent of the Licensee, which consent shall not be unreasonably withheld or delayed.

5.3 Indemnity. The Licensee will indemnify and hold the District harmless against all loss or damage, including, without limiting the foregoing, legal and other professional fees in connection with loss of life, personal injury, damage to or loss of property arising from or out

of the occupancy or use by the Licensee or its employees, agents, invitees, and sublicensees, or contractors of the Licensed Area , except where such loss or damage is caused or contributed to by the District. The Licensee will also pay on an indemnity basis all costs, expenses and legal fees incurred by the District in enforcing the covenants and agreements in this Agreement.

- 5.4 Indemnity.** The District will indemnify and hold the Licensee harmless against all loss or damage, including, without limiting the foregoing, legal and other professional fees in connection with loss of life, personal injury, damage to or loss of property arising from or out of the occupancy or use by the District or its employees, agents, invitees, and sublicensees, or contractors of the Licensed Area except where such loss or damage is caused or contributed to by the Licensee. The District will also pay on an indemnity basis all costs, expenses and legal fees incurred by the Licensee in enforcing the covenants and agreements in this Agreement.

PART 6 – AUTOMATIC TERMINATION

- 6.1 Automatic Termination.** Notwithstanding anything to the contrary in this Maintenance Agreement, the District and the Licensee acknowledge and agree that if the MOTI Permit terminates for any reason whatsoever, then this Maintenance Agreement shall automatically be terminated concurrent therewith.

PART 7 - ACCESS BY DISTRICT

- 7.1 Access and Entry.** The District and its agents may, subject to its agreement(s) with the MOTI, enter the Premises as follows at any reasonable time to perform its obligations under Section 4.2 of this Maintenance Agreement, provided the District in exercising its rights hereunder shall proceed to the extent reasonably possible so as to minimize interference with the Licensee’s use and enjoyment of the Premises.

PART 8 - MISCELLANEOUS

- 8.1 Licensee Signage.** It is acknowledged and agreed that the Licensee may install signage and logos on or within the Premises (collectively, the “**Licensee Signage**”), including for the purposes of denoting that the Licensed Parking Spaces are to be used as dedicated electric charging stalls.
- 8.2 No Partnership.** The District does not in any way or for any purpose become a partner of, or joint venturer or a member of a joint enterprise of the Licensee. No provision of this Maintenance Agreement is intended to create a relationship between the parties other than that of District and Licensee.
- 8.3 Interpretation.** Where the context requires, the singular includes the plural and vice versa, and the masculine, feminine and neutral include each other. If the District and/or the Licensee comprises two or more individuals or entities, the liability of each under this Maintenance Agreement is joint and several.
- 8.4 No Waiver.** No obligation in this Maintenance Agreement will be considered to have been waived by the District unless the waiver is in writing and signed.
- 8.5 Unavoidable Delay.** If either the District or the Licensee is unavoidably delayed, hindered in, or prevented from performing an act or complying with a covenant under this Maintenance

Agreement by reason of Unavoidable Delay, the time for the doing of the act or complying with the covenant will be extended for a period equal to the period for which that Unavoidable Delay operates to prevent the act or thing required to be done or complied with. The party obligated to do the act or comply with the covenant will not be in default until the expiration of the time so extended. Each party will promptly notify the other of the occurrence of any Unavoidable Delay.

- 8.6 Notices.** Any notice to be given under this Maintenance Agreement will be in writing and will be considered to be given to:

The Licensee if delivered by hand or courier to the Licensee

c/o Properties, 13th Floor - 333 Dunsmuir,
Vancouver, B.C. V6B 5R3
Attention: Manager (Property Leasing Sales Services)
Email: Leasing@bchydro.com

or mailed by mail to the same addresses and contacts.

Any notice to be given under this Maintenance Agreement will be considered to be given to the District if delivered by hand or courier to the District

10150 Bottom Wood Lake Road
Lake Country, BC V4V 2M1
Attention: Aron Chatten, Senior Engineering Technician
Email: achatten@lakecountry.bc.ca

or mailed by mail to the same address and contact. The District or the Licensee may change its address for delivery by notifying the other party of such change in address in accordance with the notice provisions set forth above. Notices will be considered to have been received, if delivered by hand or courier upon delivery, or if mailed upon the fifth Business Day following posting.

- 8.7 Time of Essence.** Time will be of the essence in this Maintenance Agreement.
- 8.8 Severance.** If any provision of this Maintenance Agreement or the application to any person of any provision is held to be invalid or unenforceable, the remainder of this Maintenance Agreement or its application will not be affected.
- 8.9 No Modification.** No representation, understanding or agreement has been made or relied upon except as expressly set out in this Maintenance Agreement. This Maintenance Agreement may only be modified in writing signed by each party against whom the modification is enforceable.
- 8.10 Successors.** This Maintenance Agreement binds and benefits the parties and their respective heirs, administrators, successors and permitted assigns (as applicable).
- 8.11 Peaceful Surrender.** The Licensee will at the expiration or sooner determination of the Term, immediately surrender the Premises in a peaceable way and in the state of repair specified in this Maintenance Agreement.

- 8.12 Counterparts.** This Maintenance Agreement may be executed in counterparts and when each party has executed a counterpart each of the counterparts will be deemed to be an original and all of the counterparts when taken together will constitute one and the same agreement.
- 8.13 Delivery.** This Maintenance Agreement or a counterpart thereof may be executed by a party and transmitted by facsimile or electronic transmission and if so executed and transmitted this Maintenance Agreement will be for all purposes as effective and binding upon the party as if the party had delivered an originally executed document.
- 8.14 Schedules.** The following Schedules attached to this Maintenance Agreement forms part of this Maintenance Agreement, and the parties covenant and agree to abide by the terms and conditions and confirm the acknowledgements, warranties and representations, if any, contained in the Schedules as if such terms, conditions, acknowledgements, warranties and representations, if any, were fully incorporated into this Maintenance Agreement:

Schedule 1 – Defined Terms
Schedule 2 – Copy of MOTI Permit

Notwithstanding the foregoing, the District and the Licensee acknowledge and agree that the terms and conditions of the MOTI Permit are binding only as between the Licensee and the MOTI.

- 8.15 Including.** The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

IN WITNESS WHEREOF the parties have duly executed this Maintenance Agreement as of the date first above written.

DISTRICT OF LAKE COUNTRY

By its authorized signatory(ies):

Name:
Title:

Name:
Title:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

By its authorized signatory:

Name: Kim Larter
Title: Manager, Properties Leasing Services

SCHEDULE 1

Defined Terms

“**Business Days**” means Monday to Friday, inclusive, of each week, statutory holidays in the Province of British Columbia excepted;

“**Canopy**” means a cover or other form of shelter, to cover the Charging Stations and those portions of the Premises as determined by the Licensee in its sole discretion; “**Charging Stations**” means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of charging motor vehicles with electricity including charger equipment and Kiosks, and all ancillary appliances and fittings, including any associated protective installations, and related works;

“**Government Authority**” means any federal, provincial, state, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency, regulatory body, minister, director, approving officer, manager, or other person of similar authority of any of the foregoing;

“**Improvements**” collectively means the Charging Stations, the Infrastructure, the Licensee Signage, the Licensee’s Lighting (if any), the Canopy (if any) and the Licensee’s Paving (if any); “**Infrastructure**” means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of distributing electricity to the Charging Station, including: poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, including any associated protective installations, and related works now or hereafter installed on or within the Premises by or on behalf of the Licensee;

“**Kiosks**” means one or more pad-mounted power distribution and metering cabinets, in any combination, configuration and using any type of technology or means, necessary or convenient for the purpose of distributing electricity and powering electric charging stations, together with all ancillary appliances and fittings, including any associated protective installations, and related works;

“**Licensed Parking Spaces**” has the meaning set out in Section 4.2(c);

“**Licensee**” means British Columbia Hydro and Power Authority. Any reference to “**Licensee**” includes, where the context allows the servants, employees, agents, invitees and licensees of the Licensee and all others over whom the Licensee may reasonably be expected to exercise control, including Powertech Labs Inc.;

“**Licensee’s Lighting**” means street lighting installed or to be installed by the Licensee, including a light standard, beacon, ancillary appliances, fittings and any associated protective installations and related works on or within the Premises for the purpose of illuminating the Premises, the Charging Stations and the Infrastructure;

“**Licensee’s Paving**” means any asphalt or paving installed or to be installed by the Licensee on the Premises necessary or convenient for the use of the Licensed Parking Spaces as dedicated electric charging stalls, including better access to the Charging Stations;

“**MOTI Permit**” means a permit dated October 19, 2023 (the “**MOTI Permit**”) issued by the MOTI, a copy of which is attached to this Agreement as Schedule 2;

“**Permitted Purposes**” means: (i) the use of the Licensed Parking Spaces as dedicated electric charging stalls; and (ii) constructing, installing, erecting, stringing, operating, maintaining, removing, repairing, and replacing the Improvements; and (iii) all purposes reasonably ancillary to the foregoing;

“**Term**” means the term of the MOTI Permit, as the same may be extended, modified and/or terminated in accordance with the MOTI Permit;

“**Unavoidable Delay**” means a delay in the performance of an act or compliance with a covenant caused by fire, strike, lock-out, or other casualty or contingency beyond the reasonable control of the party obligated to perform or comply with a provision of this Maintenance Agreement, but does not include any insolvency, lack of funds or other financial reason.

SCHEDULE 2

Copy of MOTI Permit

[See Attached]



PERMIT TO AUTHORIZE EXISTING STRUCTURES CONSTRUCTED WITHIN THE RIGHT-OF-WAY OF A PROVINCIAL PUBLIC HIGHWAY

PURSUANT TO TRANSPORTATION ACT AND/OR THE INDUSTRIAL ROADS ACT AND/OR THE MOTOR VEHICLE ACT AND/OR AS DEFINED IN THE NISGA'A FINAL AGREEMENT AND THE NISGA'A FINAL AGREEMENT ACT.

BETWEEN:

The Minister of Transportation and Infrastructure
Kelowna Area Office
300-1358 St. Paul Street
Kelowna, BC V1Y 2E1
Canada

("The Minister")

AND:

BC Hydro
333 Dunsmuir Street
Vancouver, British Columbia V6B 5R3
Canada

("The Permittee")

WHEREAS:

- A. The Minister has the authority to grant permits for the auxiliary use of highway right of way, which authority is pursuant to both the Transportation Act and the Industrial Roads Act, the Motor Vehicle Act, as defined in the Nisga'a Final Agreement and the Nisga'a Final Agreement Act;
B. The Permittee has requested the Minister to issue a permit pursuant to this authority for the following purpose:

To construct, use and maintain structures comprising EV Fast Charging stations within Pelmewash Parkway north of the intersection with Oyama Road in Lake Country in so far as they relate to the use of that portion (the "Encroachment Area") of the public highway, described as and located at Pelmewash Parkway as shown on the plan prepared by BC Hydro, attached hereto as Schedule A.

The structures are part of a Licence of Occupation between District of Lake Country and British Columbia Hydro and Power Authority dated May 26, 2023. This permit is only valid if this agreement is in good standing, otherwise the permit will be rendered void.

- C. The Minister is prepared to issue a permit on certain terms and conditions;

ACCORDINGLY, the Minister hereby grants to the Permittee a permit for the Use (as hereinafter defined) of highway right of way on the following terms and conditions:

- 1. Except to the extent permitted herein, the Permittee will ensure that the Structure at all times conforms with all legislation applicable to the Structure with respect to the construction and maintenance of the Structure and all specifications by regulatory bodies having jurisdiction over the Structure.
2. The Regional Executive Director, as appointed from time to time by the Minister, having jurisdiction with respect to the Encroachment Area, or such person as the Minister may from time to time designate must have full and free access at any and all times to inspect the Structure or for such other purposes as the Regional Executive Director may consider necessary.
3. Where the Structure comes in contact with any bridge, culvert, ditch or other existing work (the "Existing Works") the Permittee will ensure that the Structure is properly maintained and supported in such manner as not to interfere with the proper functions of the Existing Works during the existence of the Structure.



4. The Permittee will at all times take every possible precaution to ensure the safety of the public, and if requested by the Regional Executive Director ensure that the Structure and all excavations, materials, or other obstructions in connection with the Structure are fenced, illuminated, and guarded.
5. The Permittee acknowledges that this Permit is granted only for such times as the Encroachment Area is within the jurisdiction of the Minister. This permit must not be construed as being granted for all time, and does not vest in the Permittee any right, title, or interest in or to the Encroachment Area. If the Encroachment Area becomes included within an incorporated municipality or city, this Permit is terminated unless the Highway on which the Structure is located is classified as an Arterial Highway pursuant to Section 45 of the Transportation Act.
6. This Permit may be cancelled at any time without recourse at the discretion of the Regional Executive Director by 30 days notice in writing in the manner herein provided. Not later than 90 days after the date on which this notice has been given by or on behalf of the Minister, the Permittee must ensure that all work has been completed in connection the removal, moving or alteration of the structure in the manner required by any notice. All costs of removing, moving of altering the Structure must be borne by the Permittee.
7. Where any public works are contemplated the Permittee will cooperate with any person designated by the Regional Executive Director in connection with any construction, extension, alteration or improvement of the public works involving the Encroachment Area.
8. The Permittee acknowledges that the Minister and any employees, agents or contractors of the Minister will not be responsible for any damage to the Structure or any property of the Permittee and the Permittee hereby expressly waives any claim for damages and forever releases and discharges all such persons with respect thereto.
9. The permission herein granted to the Permittee will be in force only during such time as the Structure is used, maintained and owned by the Permittee in strict compliance with this Permit. The Permittee will notify the Minister if the Property is offered for sale and inform any purchasers of the Property of this Permit prior to sale. The Permittee will remain liable to the Minister hereunder until such time as a subsequent permittee has agreed to assume the same liabilities and obligations with respect to the Structure.
10. This Permit is valid only for the Structure as described herein. The Permittee acknowledges that routine maintenance of the Structure is permitted but the Structure must not be expanded, increased, or its use changed in any way except as provided for in section 4 of this permit.
11. The Permittee will provide:
 - (a) the location of the Structure in relation to the Encroachment Area and the Property on Schedule A; and
 - (b) a written description of the Structure both in form and content satisfactory to the Regional Executive Director, Ministry of Transportation and Infrastructure for the Region in which the Structure is located.
12. The attached plan, indicated as Schedule A, showing location or position of the Structure constitutes a part of this Permit and any change without prior consent of the Regional Executive Director will forthwith render this Permit terminated subject to section 18 of this Permit.
13. The Permittee will notify the Regional Executive Director of any damage done to the Structure. If in the opinion of the Regional Executive Director the Structure is destroyed or damaged such that reconstruction within the encroachment area is unwarranted this permit is terminated. The Structure must not be replaced or reconstructed on the Highway or in the Encroachment Area.
14. The Permittee shall indemnify and save harmless the Ministry, its agents and employees, from and against all claims, liabilities, demands, losses, damages, costs and expenses, fines, penalties, assessments and levies made against or incurred, suffered or sustained by the Ministry, its agents and employees, or any of them at any time or times, whether before or after the expiration or termination of this permit, where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Permittee, its employees, agents or Subcontractors, in connection with the permit.
15. The Permittee will not interfere with any Highway or public works without separate written permission issued by the Regional Executive Director.
16. All notices required to be given hereunder by the Minister will be effectively given if sent by mail to the address of the Permittee shown below and must be deemed to have been given at 12:00 noon on the third day after mailing. Notices to be given to the Minister by the Permittee will be effectively given if delivered to the Regional Executive Director and must be effectively given upon delivery.
17. No termination or cancellation of this Permit will relieve or abate the obligations of the Permittee contained herein arising prior to such termination or cancellation all of which must survive the termination or cancellation of the Permit and must constitute continuing obligations of the Permittee.
18. No variation or alteration of the Permit will be effective unless in writing signed by or with the authority of the Minister.



19. The Permittee shall obtain and maintain during the term of this Permit and at the Permittee's own expense, liability insurance against third party claims arising as a result of the Permittee's possession, use, control and/or custody of the Encroachment Area shown in Schedule A.

Such liability insurance shall have coverage limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury, including death, and property damage and shall be endorsed as follows:

It is understood and agreed that His Majesty the King in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured.

The policy shall contain a cross liability clause and a clause giving notice of cancellation or material alteration to the Minister.

The Permittee shall submit evidence satisfactory to the Minister that the above insurance has been obtained and remains in force and effect.
20. This permit is subject to any other terms or conditions as specified on the attached Schedule B.
21. Any reference to a party includes heirs, executors, administrators and assigns.
22. This permit is valid only for the specific works stated herein. Any alterations or additions must be covered by a separate permit.
23. The Permittee acknowledges that the issuance of this permit by the Minister is not a representation by the Minister that this permit is the only authority needed to carry out the Use. The Permittee shall give deference to any prior permission given for use of the right of way in the vicinity of the permit area, shall obtain any other permission required by law, and shall comply with all applicable laws regardless of their legislative origin.
24. The Permittee will at all times indemnify and save harmless Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Transportation and Infrastructure, and the employees, servants, and agents of the Minister from and against all claims, demands, losses, damages, costs, liabilities, expenses, fines, fees, penalties, assessments and levies, made against or incurred, suffered or sustained by any of them, at any time or times (whether before or after the expiration or termination of this permit) where the same or any of them are sustained in any way as a result of the Use, which indemnity will survive the expiration or sooner termination of this permit
25. If any BCLS survey posts are removed, moved or damaged during the construction of the said Works they must be replaced by a registered BC Land Surveyor at the expense of the Permittee.
26. This permit in no way relieves the owner or occupier of the responsibility of adhering to all other legislation, including zoning, and other land use bylaws of a municipality or regional district.
27. The Ministry of Transportation and Infrastructure shall not be held accountable for any damage(s) to the said structures, however caused.
28. The Permittee shall determine the location of highway right-of-way to ensure their permitted work is within Ministry jurisdiction. The Permittee is responsible for all trespass issues.
29. This permit in no way grants exclusive use to the Permittee for any portion of the access on right-of-way.
30. That where the said works are in the proximity of any bridge, culvert, ditch or other existing work, such work shall be properly maintained and supported in such manner as not to interfere with its proper function, and on the completion of the said works any bridge, culvert, ditch or other existing work interfered with shall be completely restored to its original condition.
31. No further additions or improvements shall be made to the said structure without prior consent of the Ministry of Transportation and Infrastructure.
32. The Permittee is responsible for ensuring that all works are contained to the highway right of way. Any works located within private property must have the owner's permission.
33. The Permittee will ensure that the works do not, impair, impede or otherwise interfere with; I. public passage on the Highways; II. the provision of highway maintenance services by the Province, or by its servants, contractors, agents or authorized representatives of the Province in connection with the Highways; or III. the operation of the Highways.
34. Permittee to be responsible for all future drainage problems as they pertain to said works.
35. The Permittee to be responsible for any settlement, erosion or other damage caused as a result of this construction for a period of two years from completion of construction.
36. All costs entailed in the construction and maintenance of the works are to be borne by the Permittee.



37. In accordance with Sections 000.03 Non-Ministry Developments on Ministry Land or That are Intended to Become Ministry Assets and 165.20 Archaeological and Paleontological Discoveries of the Design Build Standard Specification for Highway Construction - In the event that any item of archaeological, heritage, historical, cultural or scientific interest is found on the project site, the following Chance Find Procedure shall apply:

Such item(s) shall remain the property of the Province and the Permittee shall, on making or being advised of such a find, immediately cease operations in the affected area, minimize activities which create ground disturbance in and adjacent to the affected area, and notify the District Official and the Archaeology Branch of the British Columbia Ministry of Forests, Lands, Natural Resource Operations and Rural Development. Work shall not resume within 30 m of the discovery site until an appropriate directive has been received from that agency.

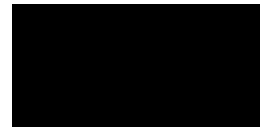
To protect archaeological and paleontological sites that are situated within or adjacent to a project site, the Permittee may be required to use a variety of mitigative measures, including but not limited to drainage or erosion control, slope stabilization measures, or erecting fences or other suitable barriers to protect archaeological or paleontological sites that are situated within or adjacent to a project site. These measures, with any negotiated extensions of time for completion of the Works they require, will be determined and adopted at the discretion of the District Official. The costs associated with such mitigative measures will be borne by the Permittee.

A buffer zone, in which no land alteration or other activity is permitted, may be required to ensure adequate site protection. The width of this buffer zone shall be determined by the District Official in consultation with a representative of the Archaeology Branch of the British Columbia Ministry of Forests, Lands, Natural Resource Operations and Rural Development. The Permittee shall be responsible for the actions of employees and subcontractors with respect to site vandalism and the unlicensed collection of artifacts from Designated archaeological sites in and around the work location.

The Permittee shall ensure that all workers and Subcontractors are fully aware of these requirements and processes.

The rights granted to the Permittee in this permit are to be exercised only for the purpose as defined in Recital B on page 1.

Dated at Kelowna, British Columbia, this 19 day of October, 2023



On Behalf of the Minister