



File: 10550-20/SEC 52

Jan 17, 2023

British Columbia Hydro and Power Authority
6911 Southpoint Drive 14th FLR
Burnaby, British Columbia
V3N 4X8

Dear Meaghan Candy;

AUTHORIZATION

This is an authorization under FRPA Section 52(1)(b)

British Columbia Hydro and Power Authority is authorized to cut, damage, and destroy Crown timber for the purpose of another purpose as described below,, on the area located in the Authorization map attached to Appendix A of this Authorization. This Authorization expires on January 16, 2024.

In exercising this Authorization, the Authorization Holder may cut up to a maximum of 50 m³ during the term of the Authorization.

In exercising this Authorization, the Authorization Holder may cut, damage, and destroy Crown Timber, during the term of the Authorization for the purpose(s) described below:

- (a) The authorization holder is authorized to carry out brushing activities and to cut, damage or destroy timber in preparation for the filling of the Site C Reservoir.

The Authorization Holder holds a **Licence of Occupation**, that includes the right to enter and use the Crown Land under this Authorization, specified in the map.

CONDITIONS AND REQUIREMENTS

The following conditions apply to this Authorization:

- (a) Timber cut under this Authorization may not be removed from the area specified in the Authorization map;
- (b) A deposit is not required as a form of security (as per Appendix B);

- (c) The Authorization holder must not cause soil disturbance greater than 7% within the Authorization Area and not cause greater than 25% soil disturbance on road side areas as defined in section 35 of the Forest Planning and Practices Regulation;
- (d) The Authorization holder must maintain natural surface drainage patterns on the area both during and after construction of temporary access structure or skid trails;
- (e) The Authorization holder must ensure that all road drainage systems on roads used for access and operations (decking or piling of Crown Timber) within the Authorization area will remain functional at activity completion.
- (f) The Authorization holder while exercising this authorization, must undertake their activities at a time and in a manner that is unlikely to harm fish or destroy, damage or harmfully alter fish habitat;
- (g) The Authorization holder while exercising this authorization must ensure that the activities conducted under the authorization does not cause sediment that is harmful to human health to enter a stream, wetland or lake from which water is being diverted for human consumption by a licensed waterworks.
- (h) The Authorization holder while exercising this authorization must ensure that the activities conducted under this authorization does not cause a landslide that has a material adverse effect in relation to one or more of the subjects listed in section 149 (1) of the *Forest and Range Practices Act* (FPRA).

OPERATIONS

- You must contact the District Manager or designate before starting up and on completion of operations.

LIABILITY

- The Authorization Holder must indemnify the Province against and save it harmless from all claims, demands, suits, actions, causes of action, costs expenses and losses faced, incurred or suffered by the Province as a result, directly or indirectly, of any act or omission of:
 - (a) the Authorization Holder;
 - (b) an employee or agent of the Authorization Holder;
 - (c) a contractor of the Authorization Holder who engages in any activity or carries out any operation, including but not restricted to the cutting or removal of timber, under or associated with this Authorization; or
 - (d) any other person who on behalf of or with the consent of the Authorization Holder engages in any activity or carries out any operation, including but not restricted to the cutting or removal of timber, under or associated with this Authorization.
- For greater certainty, the Holder of this Authorization has no obligation to indemnify the Province in respects of any act or omission of:
 - (a) an employee, agent or contractor of the Province, in the course of carrying out his or her duties as employee, agent or contractor of the Province; or

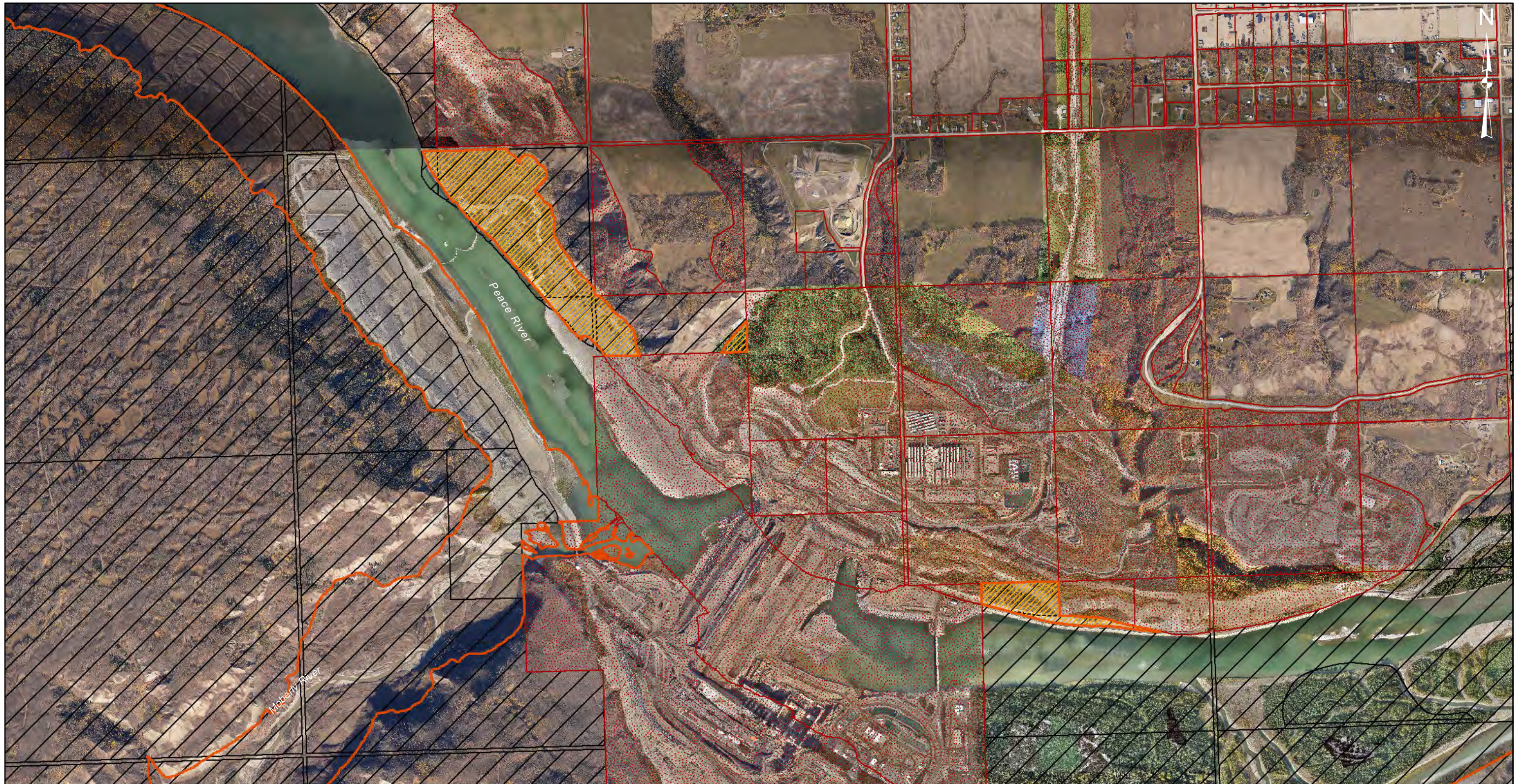
(b) a person, other than the Authorization Holder, to whom the Province has granted the right to use or occupy Crown land, in the course of exercising those rights.

- The Province is not liable to the Authorization Holder for injuries, losses, expenses, or costs incurred or suffered by the person as a result, directly or indirectly, of an act or omission of a person who is not a party to the Authorization, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the person's operations under the Authorization by road blocks or other means.



Issued by Dave Francis, Deputy District Manager

Acceptance of the terms and conditions, by the Authorized Holder or authorized signatory
(signature of Authorized Holder)



Map Notes:
 1. Datum: NAD83
 2. Projection: UTM Zone 10N
 3. Base Data: Province of B.C.
 4. Imagery: Orthophotography acquired October 2021 and UAV mosaic tiles acquired 2021/2022 by Underhill Geomatics
 5. Property boundary locations are best available but should be considered approximate. Property information is a combination of surveyed data representing BC Hydro's current ownership records and ICIS data.

- Legend**
- Forest Act Section 52 request (52.8ha)
 - Land Act Licence of Occupation 8015739 for the Moberly Clearing Area
 - BC Hydro Owned Land
 - Crown Land
 - Private Land

1:20,000 0 1 km

Forest Act Section 52 Request North Bank, Peace River			
Date	October 25, 2022	DWG NO	1016-N11-01615
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APPENDIX B

1.00 DEPOSITS

- 1.01 During the term of this Authorization, the Holder must maintain with the Province a deposit in the amount of \$ N/A) in accordance with section 52.1 of the *Forest and Range Practices Act*, in the form of cash, bank draft, certified cheque or an irrevocable letter of credit.
- 1.02 If the Regional Executive Director or District Manager gives the Holder a notice that an amount has been realized as security under this part from the deposit, the Holder, within four weeks of the date on which the notice is given, must pay to the Province, in a form acceptable to the Minister, an amount sufficient to replenish the deposit.
- 1.03 If the Holder fail to perform its obligations under this Authorization, the Regional Executive Director or District Manager, after at least four weeks notice to the Holder, may cause an amount to be withdrawn from the deposit:
- (a) sufficient to cover all costs incurred by the Regional Executive Director or District Manager in remedying the Holder's failure to perform its obligations; or
 - (b) equal to the Regional Executive Director's or District Manager's estimate of the costs which the Regional Executive Director or District Manager could reasonably expect to incur in remedying the Holder's failure to perform its obligations;
- and for that purpose, a security included in the deposit may be realized.
- 1.04 A notice referred to in Paragraph 1.02 must specify:
- (a) the obligation which the Holder has failed to perform; and
 - (b) the amount the Regional Executive Director or District Manager intends to realize from the deposit.
- 1.05 Subject to Paragraphs 1.07, 1.08, and 1.09 if:
- (a) under Paragraph 1.03, an amount is withdrawn from the deposit equal to the Regional Executive Director's or District Manager's estimate of the costs which the Regional Executive Director or District Manager could reasonably expect to incur in remedying the Holder's failure to perform its obligations; and
 - (b) the costs incurred by the Regional Executive Director or District Manager in remedying the Holder's failure to perform its obligations are less than the amount taken from the deposit;

the Province will as soon as is feasible

- (c) return an amount equal to the difference between the amount realized from the deposit and the costs incurred by the Regional Executive Director or District Manager to;
 - (i) the Holder, if the Holder has replenished the deposit in accordance with Paragraph 1.02;
 - (ii) or to the deposit, if the Holder has not yet replenished the deposit in accordance with Paragraph 1.02.

1.06 If:

- (a) under Paragraph 1.03, an amount is withdrawn from the deposit equal to the Regional Executive Director's or District Manager's estimate of the costs which the Regional Executive Director or District Manager could reasonably expect to incur in remedying the Holder's failure to perform its obligations; and
- (b) the costs incurred by the Regional Executive Director or District Manager in remedying the Holder's failure to perform its obligations are greater than the amount realized from the deposit;

the Regional Executive Director or District Manager may cause an additional amount to be withdrawn from the deposit that is equal to the difference between the costs incurred by the Regional Executive Director or District Manager and the amount originally withdrawn from the deposit, and for that purpose a security included in the deposit may be realized.

1.07 If under Paragraph 1.03, an amount is withdrawn from the deposit equal to the Regional Executive Director's or District Manager's estimate of the costs which the Regional Executive Director or District Manager could reasonably expect to incur in remedying the Holder's failure to perform its obligations, the Regional Executive Director or District Manager is under no obligation to remedy the Holder's failure.

1.08 If security is realized under Paragraph 1.03 and the Regional Executive Director or District Manager decides not to remedy the Holder's failure to perform its obligations, the Regional Executive Director or District Manager must give notice to the Holder indicating the Province will not be remedying the Holder's failure to perform its obligations;

1.09 If, after receiving a notice referred to in Paragraph 1.08, the Holder:

- (a) remedies the failure to perform its obligations; and
- (b) gives a notice to that effect to the Regional Executive Director or District Manager within three months of the date on which the notice referred to in Paragraph 7.09 is given to the Holder, or within such longer period as the Regional Executive Director or District Manager may approve;

the Province will, as soon as is feasible, return an amount equal to the difference between the amount of the security realized from the deposit and any costs incurred by the Regional Executive Director or District Manager in respect of the Holder's failure to perform its obligations

- (i) to the Holder, if the Holder has replenished the deposit in accordance with Paragraph 1.02, or
- (ii) to the deposit, if the Holder has not yet replenished the deposit in accordance with Paragraph 1.02.

1.10 The Province will return to the Holder the deposit, less deductions made under Paragraphs 1.03 and 1.06, when:

- (a) this Authorization expires, or is surrendered; and
- (b) the Regional Executive Director or District Manager is satisfied that the Holder has fulfilled its obligations under this Authorization.