



**SCHEDULE A-4**

**Permit Application**

I / We hereby apply under Part 14 of the *Local Government Act* for a;

Development Variance Permit

Temporary Use Permit

Development Permit

An Application Fee in the amount of \$ 1750.00 as stipulated in FVRD Application Fees Bylaw No. 1231, 2013 must be paid upon submission of this application.

Civic Address 57951 Laidlaw Road, Hope BC PID 013-110-578 & 001-549-103 & 013-110-616

Legal Description Lot 1/2 Block SW Section 19 Township 4 Range 27 Plan W6M

*The property described above is the subject of this application and is referred to herein as the 'subject property.' This application is made with my full knowledge and consent. I declare that the information submitted in support of the application is true and correct in all respects.*

Owner's Declaration

Name of Owner (print) <b>Coquihalla Developments Corporation, Inc. No. 355909</b>	Signature of Owner <b>Please See Attached Lease Agreement</b>	Date
Name of Owner (print)	Signature of Owner	Date

Owner's Contact Information

Address 2800 - 666 Burrard Street		City Vancouver	
Email		Postal Code V6C 2Z7	
Phone	Cell	Fax	

<b>Office Use Only</b>	Date	File No.
	Received By	Folio No.
	Receipt No.	Fees Paid: \$

**Agent**

I hereby give permission to Please See Attached Lease Agreement to act as my/our agent in all matters relating to this application.

Only complete this section if the applicant is NOT the owner.

Signature of Owner Please See Attached Lease Agreement	Date
Signature of Owner	Date

Agent's contact information and declaration

Name of Agent Michael S Catt		Company Trans Mountain Pipeline ULC
Address 2700, 300 - 5 Avenue SW		City Calgary
Email Michael_Catt@kindermorgan.com		Postal Code T2P 5J2
Phone 403-514-6773	Cell 719-484-9880	Fax

I declare that the information submitted in support of this application is true and correct in all respects.

Signature of Agent 	Date July 23, 2018
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**Development Details**

Property Size 17.3 Hectares Present Zoning Park Reserve (P-2)

Existing Use Bare Land

Proposed Development The temporary site will be used for pipe storage and related temporary infrastructure.

Proposed Variation / Supplement \_\_\_\_\_

(use separate sheet if necessary)

Reasons in Support of Application Please see attached document.

**Provincial Requirements** (This is not an exhaustive list; other provincial regulations will apply)

**Riparian Areas Regulation**

Please indicate whether the development proposal involves residential, commercial, or including vegetation removal or alteration; soil disturbance; construction of buildings and structures; creation of impervious or semi-pervious surfaces; trails, roads, docks, wharves, bridges and, infrastructure and works of any kind – within:

yes  no  30 metres of the high water mark of any water body

yes  no  a ravine or within 30 metres of the top of a ravine bank

“Water body” includes; 1) a watercourse, whether it usually contains water or not; 2) a pond, lake, river, creek, or brook; 3) a ditch, spring, or wetland that is connected by surface flow to 1 or 2 above.

Under the *Riparian Areas Regulation* and the *Fish Protection Act*, a riparian area assessment report may be required before this application can be approved.

**Contaminated Sites Profile**

Pursuant to the *Environmental Management Act*, an applicant is required to submit a completed “Site Profile” for properties that are or were used for purposes indicated in Schedule 2 of the *Contaminated Sites Regulations*. Please indicate if:

yes  no  the property has been used for commercial or industrial purposes.

If you responded ‘yes,’ you may be required to submit a Site Profile. Please contact FVRD Planning or the Ministry of Environment for further information.

**Archaeological Resources**

Are there archaeological sites or resources on the subject property?

yes  no  I don't know

If you responded ‘yes’ or ‘I don’t know’ you may be advised to contact the Archaeology Branch of the Ministry of Tourism, Sport and the Arts for further information.



## Required Information

When providing Application Forms to the applicant, Regional District staff shall indicate which of the following attachments are required for this application. **Additional information may also be required at a later date.**

	Required	Received	Details
<b>Location Map</b>			Showing the parcel (s) to which this application pertains and uses on adjacent parcels
<b>Site Plan</b>  At a scale of:  1: _____			Reduced sets of metric plans
			North arrow and scale
			Dimensions of property lines, rights-of-ways, easements
			Location and dimensions of existing buildings & setbacks to lot lines, rights-of-ways, easements
			Location and dimensions of proposed buildings & setbacks to lot lines, rights-of-ways, easements
			Location of all water features, including streams, wetlands, ponds, ditches, lakes on or adjacent to the property
			Location of all existing & proposed water lines, wells, septic fields, sanitary sewer & storm drain, including sizes
			Location, numbering & dimensions of all vehicle and bicycle parking, disabled persons' parking, vehicle stops & loading
			Natural & finished grades of site, at buildings & retaining walls
			Location of existing & proposed access, pathways
			Above ground services, equipment and exterior lighting details
			Location & dimensions of free-standing signs
			Storm water management infrastructure and impermeable surfaces
		Other:	
<b>Floor Plans</b>			Uses of spaces & building dimensions
			Other:
<b>Landscape Plan</b>  Same scale as site plan			Location, quantity, size & species of existing & proposed plants, trees & turf
			Contour information ( _____ metre contour intervals)
			Major topographical features (water course, rocks, etc.)
			All screening, paving, retaining walls & other details
			Traffic circulation (pedestrian, automobile, etc.)
		Other:	
<b>Reports</b>			Geotechnical Report
			Environmental Assessment
			Archaeological Assessment
			Other:

The personal information on this form is being collected in accordance with Section 26 of the *Freedom of Information and Protection of Privacy Act, RSBC 1996 Ch. 165* and the *Local Government Act, RSBC 2015 Ch. 1*. It will only be collected, used and disclosed for the purpose of administering matters with respect to planning, land use management and related services delivered, or proposed to be delivered, by the FVRD. Questions about the use of personal information and the protection of privacy may be directed to the FVRD Privacy Officer at 45950 Cheam Avenue, Chilliwack, BC V2P 1N6, Tel: 1-800-528-0061 [FOI@fvrd.ca](mailto:FOI@fvrd.ca).

## Reasons in Support of TUP & DP Application

The temporary site will be used for pipe storage and related temporary infrastructure.

This property will not be used to provide any workforce accommodation or related camp services. A small construction trailer and portable toilets will be required for workers once site is developed. Waste will be commercially managed to an appropriate offsite facility.

Fencing, lighting, security infrastructure (cameras) and related site development activities will be completed in compliance with applicable regulatory requirements.

Traffic will be managed as described in the Traffic and Access Management Plan approved by the National Energy Board.

No hazardous materials will be stored onsite.

Following use, the site will be returned on a trajectory towards its pre-construction state, at the direction of the landowner and in compliance with appropriate regulatory requirements.

### Short Term Lease

THIS LEASE made as of the 1<sup>st</sup> day of September, 2017.

BETWEEN:

**Coquihalla Developments Corporation, Inc.** No. 355909  
2800-666 Burrard Street, Vancouver, BC V6C 2Z7

(the "Owner")

OF THE FIRST PART

AND:

**Trans Mountain Pipeline ULC**  
2700, 300 - 5<sup>th</sup> Avenue S.W., Calgary, AB T2P 5J2

(the "Company")

OF THE SECOND PART

WHEREAS:

**A.** The Owner is the owner in fee simple of those lands and premises situated in the Province of British Columbia that are legally described in Schedule "A" hereto (the "Lands"); and

**B.** The Owner has agreed to grant to the Company a lease of that part of the Lands shown shaded and outlined in red line on the plan attached hereto as Schedule "B" (together the "Leased Premises").

IN CONSIDERATION OF the covenants and agreements on the part of the Company hereinafter set out and contained, the Owner does grant, covenant and agree as follows:

- 1. Initial Term:** The Owner leases the Leased Premises to the Company for term of two years commencing September 1, 2017 (the "Commencement Date") for the rent and on the terms and conditions herein set out and contained.
- 2. Renewal:** The Company shall have one option to renew the term of the lease granted in paragraph 1 (the "Term") for a period of one year for the same rent and on the same terms and conditions as are herein set out and contained. Rent for the renewal term shall be paid in one lump sum of Thirty Seven Thousand Five Hundred Dollars (\$37,500) in advance on the first day of the renewal term. Such option to renew the Term shall be exercised by notice in writing to the Owner given not less than 90 days prior to the end of the Term. For certainty, there shall be no option to renew beyond the renewal term.
- 3. Payment:** The Company will pay the Owner rent for the Term and any renewal thereof in the amount of \_\_\_\_\_ per annum (the "Rent") in one lump sum of \_\_\_\_\_ on the Commencement Date.



4. **GST:** The Owner hereby represents and warrants that it is duly registered under Subdivision (d) of Division V of Part IX of the *Excise Tax Act (Canada)* with respect to GST and that its GST registration number is 128693868RT0001. The Company shall pay the Owner GST of 5% of each payment on account of Rent made hereunder together with such payment.

5. **Owner Resident of Canada:** The Owner hereby represents and warrants that the Owner is not a non-resident of Canada for the purposes of the *Income Tax Act (Canada)*.

6. **Change in Owner:** If there is any change in the ownership of the Lands the Owner shall provide the Company with its GST registration number and a certificate of the Owner in a form specified by the Company, acting reasonably, setting out whether or not the Owner is a non-resident of Canada for the purposes of the *Income Tax Act (Canada)*; and in such event no payment of Rent shall be due until such information and certificate have been given to the Company.

7. **Improvements:** Any attachments or improvements to the Lands such as fencing or gates will be removed from the Lands at the expiry of the term unless the Owner requests that the attachments remain in which case those attachments will become the property of the Owner.

8. **Approved Use:** The only purpose or purposes for which the Leased Premises may be used shall be for the staging, storage and parking of heavy equipment and materials and construction equipment, for the placement and use of temporary facilities, including but not limited to office trailers, wash car facilities, Quonset huts, shipping containers, power plants/generators and light towers and security facilities, and for refuelling, and for all related and ancillary purposes (the "**Approved Use**"). The Company shall be entitled to:

- (a) bring onto the Leased Premises materials, supplies, workers, vehicles, machinery and equipment; and
- (b) make changes to the Leased Premises including without limitation by (i) removing any improvement, soil or vegetation now on the Leased Premises; (ii) carrying out of any excavation, and (iii) construction of fencing,

as necessary or desirable for the Approved Use.

9. **Remaining Lands:** The Company shall use of the Leased Premises in a manner that minimizes, to the extent practicable in the circumstances, interference with the ordinary use of and enjoyment of that portion of the Lands outside of the Leased Premises.

10. **Operations by Company** Without limiting the generality of its other obligations under this Lease, the Tenant will operate the Leased Premises in a good, efficient and business-like manner.

11. **Obligations of Company** In regard to the use and occupancy of the Leased Premises, the Company will at its expense:

- (a) maintain the Premises in a clean, orderly and sanitary condition,
- (b) keep any garbage, trash, rubbish or other refuse in suitable containers,

- (c) comply with all laws, ordinances, rules and regulations of governmental authorities concerning or related to the Leased Premises.

**12. Restoration:** Following the end of the Term and any renewal thereof, as soon as weather and soil conditions permit, and so far as it is practicable to do so, the Company shall, as to any part of the Leased Premises that was damaged or disturbed by the Company during the Term or any renewal, except as otherwise agreed to by the Owner:

- (a) cause all construction debris to be removed, and save as otherwise agreed in writing by the Company and the Owner, cause all equipment, installations, improvements, fixtures and facilities at any time installed, constructed or located on, over or under the Leased Premises by the Company to be removed;
- (b) replace all topsoil removed from, and grade and contour, that part of the Leased Premises so it is suitable for any prior use thereof; and
- (c) restore pre-existing improvements and otherwise leave that part of the Leased Premises in a condition suitable for any use prior to the Commencement Date.

**13. Indemnity:** The Company will indemnify and save harmless the Owner from and against all liabilities, damages, claims, suits and actions arising out of the operations of the Company on and about the Leased Premises under this Instrument, other than liabilities, damages, claims, suits and actions resulting from the gross negligence or willful misconduct of the Owner.

**14. Compensation for Damages:** The Company shall compensate the Owner for any damages resulting from the operations of the Company on and about the Leased Premises under this Instrument.

**15. Quiet Enjoyment:** The Company shall peaceably hold and enjoy the lease hereby granted and given without hindrance, molestation or interruption on the part of the Owner or on the part of a person, firm or corporation claiming by, through, under or in trust for the Owner. If the Company shall fail to perform or observe any of its obligations under this Instrument the sole remedy the Owner shall have is to recover from the Company damages for its default, and in no event shall the Owner interfere with, hinder, molest or interrupt the Company in its enjoyment of the Leased Premises for the Term and any renewal thereof.

**16. Notices:** Notices under this Lease shall be in writing and may be given:

to the Owner at:

Coquihalla Development Corporation  
c/o DLA Piper (Canada) LLP  
2800 - 666 Burrard Street  
Vancouver, BC, V6C 2Z7

Attention: Mr. Brian MacKay



and to the Company:

c/o Progress Land Services Ltd.,  
12831-163rd Street NW  
Edmonton, Alberta T5V 1M5

Attention: Trans Mountain Expansion Project

**17. Interpretation:** This Instrument and the lease of the Leased Premises hereunder shall inure to the benefit of and be binding upon the Owner and the Company and their respective heirs, executors, administrator, successors and assigns. Wherever the singular or the masculine or neuter gender is used in this Instrument, it shall be construed as if the plural or other appropriate gender, as the case may be, had been used where the context so requires. If the Owner is comprised of more than one person the obligations and liabilities of the persons included in the Owner hereunder shall be joint and several.

**18. Additional Terms:** This Lease includes any additional terms and conditions in Schedule "C".

**19. Registration:** At the option of the Company, the Owner shall provide the Company with this Instrument in registrable form. At the election of the Company the lease hereby granted shall be registered in the Land Title Office. All costs of registration of the lease hereby granted in the Land Title Office, including, without limitation, the costs of any certificates, plans or other documents prepared by a surveyor, shall be paid by the Company.

**20. Headings:** The division of this Instrument into sections and the insertion of headings are for convenience of reference only and shall not affect its interpretation.

**21. Arbitration:** In the event of any dispute between the parties in relation to this Instrument, unless the same shall be determinable under the mediation and arbitration provisions of the *National Energy Board Act*, the same shall be decided by a single arbitrator pursuant to the provisions of the applicable provincial arbitration legislation then in force. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be authorized to make a determination of and assess responsibility for the costs of the arbitration.

**22. Title to Installations:** Save as otherwise agreed in writing by the Company and the Owner, title to all the equipment, installations, improvements, fixtures and facilities at any time installed, constructed or located on, over or under the Leased Premises by the Company shall be, and remain, in the Company despite all or any part thereof being in any manner affixed to the Leased Premises. The Company shall be at liberty to remove such equipment, installations, improvements, fixtures and facilities from the Leased Premises at any time during the Term or any renewal thereof and upon the lapse or any sooner ending of the Term and any renewal thereof.

**23. Compliance with Laws:** The Company shall comply with laws applicable to the Company in connection with the exercise of its rights under to this Instrument and the performance of its obligations hereunder. The Company shall be responsible for obtaining all permits and approvals required for its use of the Leased Premises under such laws. The Owner will join in the application for any such permit or approval if necessary and will provide such consents, approvals and authorizations, as may be reasonably required for the issuance of any such permit or approval. The Company shall indemnify and save harmless the Owner from and

against any expense or liability suffered or incurred by the Owner as the result of any such joining in or the providing of any such consent approval or authorization.

**24. Counterparts:** The Instrument may be executed in any number of counterparts with the same effect as if all parties had all signed the same document.

**25. Governing Law:** This Instrument shall be governed by and construed in accordance with the laws in force in the province in which the lands are situated and the laws of Canada applicable therein.

**IN WITNESS WHEREOF** the Company and the Owner have executed this Lease the year and the date first above written.

**Coquihalla Developments Corporation** )  
)  
)  
Per:  )  
Authorized Signatory )  
)  
)  
Per: \_\_\_\_\_ )  
Authorized Signatory )

**Trans Mountain Pipeline ULC** )  
)  
)  
Per:  )  
Authorized Signatory )  
)  
)  
Per: \_\_\_\_\_ )  
Authorized Signatory )

**SCHEDULE "A" - DESCRIPTION OF LANDS:**

1. 013-110-578 Parcel "One" (Statutory Right of Way Plan 6465) South Half of the South West Quarter Section 19 Township 4 Range 27 West of the Sixth Meridian New Westminster District

2. 001-549-081 Fractional North Half of the South West Quarter Section 19 Township 4 Range 27 West of the 6th Meridian Lying to the East of the Fraser River Except:

Firstly: Part on Plan 718A;

Secondly: Part on Plan 14448;

Thirdly: Part Lying to the East of the Fraser River and to the West of Plan A718;

Fourthly: Part Highway Statutory Right of Way Plan 47424,

New Westminster District

3. 001-549-103 All That Part of the South Half of the South West Quarter Section 19 Township 4 Range 27 West of the 6th Meridian Bounded on the West by the Left Bank of the Fraser River and the West Boundary of Said Quarter Section Except:

Firstly: Part Included In Plan with Fee Deposited 25402AK;

Secondly: Parts Included In Plans 6465, 14448 And 24022;

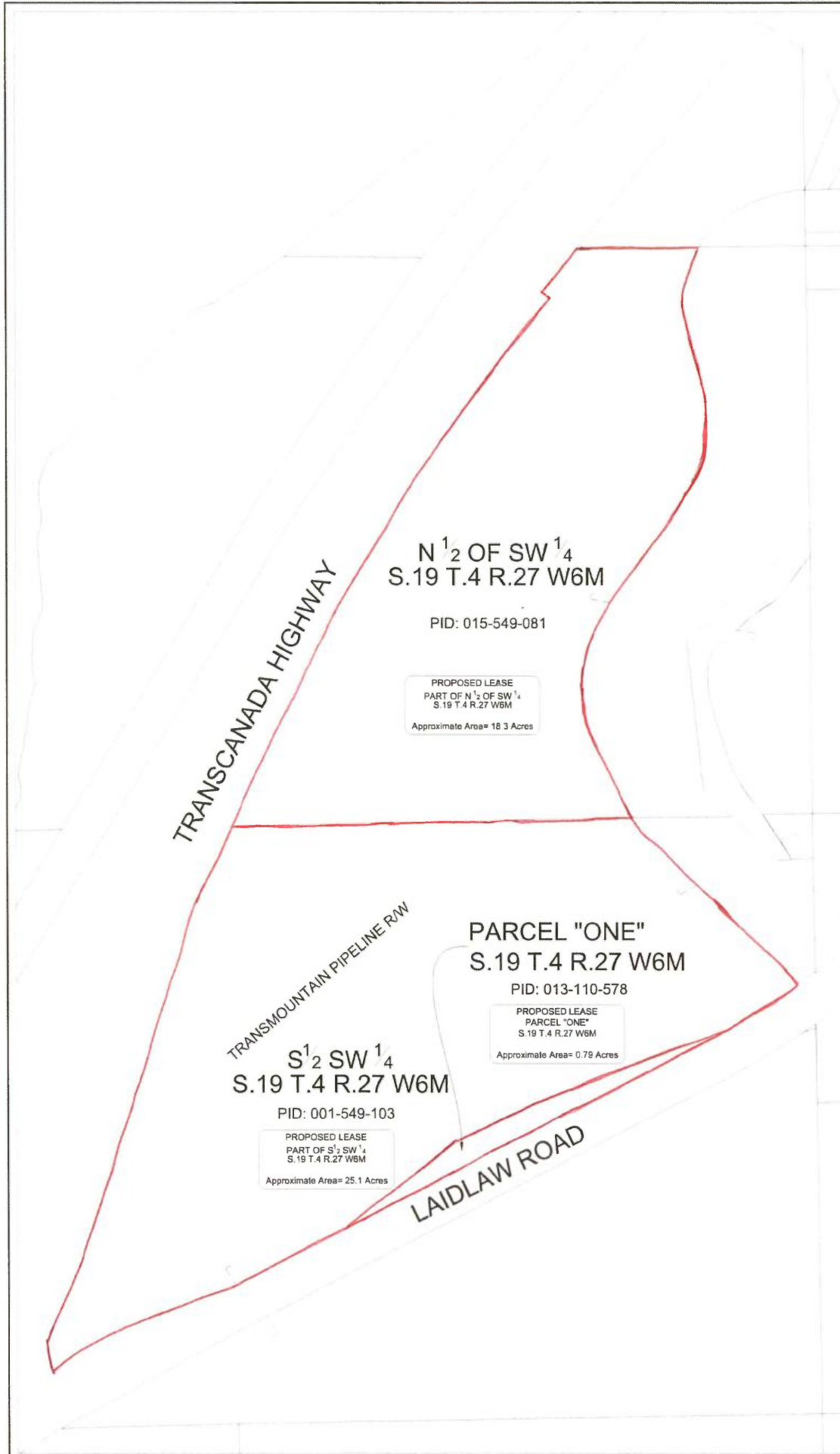
Thirdly: Part Bounded on the West by the Left Bank of the Fraser River and the West Boundary of Said Quarter Section and The East by the West Boundary of Plan 25402AK;

Fourthly: Part Highway Statutory Right off Way Plan 47424;

Fifthly: Part On Statutory Right Of Way Plan 73714,

New Westminster District





Drawing No. **HOP052**  
Project Number 211-0201-03  
Date PB

**TRANSMOUNTAIN EXPANSION PROJECT**

**SKETCH OF PROPOSED STOCKPILE SITE**  
HOP052  
LIDLAW ROAD  
HOP, BC

**McElhanney**  
McElhanney Associates Land Surveying Ltd.  
Suite 105  
Crestwood Park  
Vancouver, BC  
V6P 4R2

1:2500  
0 10 20

ORIGINAL DATE SIZE: 10/11/11 11" x 17"

Date	Drawn	Checked	Appr'd
2011-05-27	JAM		

PID: 015-549-103  
Description

**SCHEDULE "C" - ADDITIONAL TERMS AND CONDITIONS**

**Refueling**

1. The Company will install double walled (secondary containment) federally approved industrial fueling tanks and dispensing systems on any fueling stations.
2. Contractors will be required to provide the Company with their fueling procedures for review and approval before installing the stations and starting the work, which:
  - (a) may require dual operator attendance during loading and unloading of bulk fuel deliveries;
  - (b) will require emergency shut off procedure and security control measures;
  - (c) will require spill response and reporting to all required regulators; and
  - (d) will require clean up procedure in the event of any type of spill.

**Environmental Matters**

3. For the purposes of this Schedule "C" the following terms have the following meanings:

**"Baseline Report"** means a Phase I Preliminary Site Investigation, and where reasonably required a Phase II Preliminary Site Investigation, of the Leased Premises by an independent and qualified environmental consultant appointed by the Company and approved by the Owner acting reasonably, such report(s) to be addressed to the both the Company and the Owner.

**"Environmental Laws"** means all applicable laws, statutes or regulations, including by-laws, ordinances, orders and codes of governmental authorities, relating, in whole or in part, to the assessment, protection and enhancement of the environment (including air, land, surface water, groundwater), public or occupational health and safety, and the transportation of Hazardous Substances, and any decisions, determinations, mitigation measures, standards, codes, guidelines, policies and environmental protection measures pursuant to such laws, statutes and regulations.

**"Hazardous Substances"** means

- (a) any pollutant or toxic, dangerous or hazardous substance or material as defined, listed, prohibited, controlled, or regulated by Environmental Laws; and
- (b) any substance that when released into the environment causes or is likely to cause harm, adverse impact, damage or degradation to, or impairment of, the environment, risk to or an adverse effect on human safety or health, injury to or material discomfort any person, or material interference with the normal conduct of business.

**"Remediation"** means action to eliminate, limit, correct, counteract, mitigate or remove any Hazardous Substance from soil, a stream, groundwater or sediment or the adverse effects on the environment or human health of any Hazardous Substance within soil, a stream, groundwater, sediment or vapour to standards under Environmental Laws, carried out in accordance with such Laws.

4. The Company shall conduct all of its operations on the Leased Premises in compliance with Environmental Laws.

5. The Company shall promptly advise the Owner in writing upon becoming aware of

- (a) any spill, discharge or release of Hazardous Substances into the soils and groundwater of the Leased Premises during the Term or any renewal thereof; and
- (b) any order, directive, notice or other communication whatsoever issued by any governmental authority or agency during the Term or any renewal thereof with respect to the state or condition of the Leased Premises and their compliance or non-compliance with Environmental Laws.

6. Where the Owner has reasonable grounds for believing that the Company has failed to comply with Environmental Laws in its use of the Leased Premises or with this Schedule "C" (including, without limitation, those related to the Company's restoration and/or remediation obligations upon the expiration of the Term and any renewal thereof, or sooner termination of this Lease), the Owner shall be entitled at any time or times to inspect the Leased Premises and to conduct such other investigations as are reasonable in the circumstances for the purpose of satisfying itself as to compliance, which may include the Owner engaging an independent and qualified environmental consultant at the sole cost and expense of the Company.

7. Prior to the Commencement Date, the Company, at its sole expense, shall commission the Baseline Report.

8. Following the expiration of the Term and any renewal thereof, or sooner termination of this Lease, and the completion of any restoration or other activities then required to be carried out under the Lease and this Schedule "C", the Company at its sole expense shall obtain a report from the same independent and qualified environmental consultant that prepared the Baseline Report confirming that the Company has completed the carrying out those of such activities required to be carried out under this Schedule "C", such report to be addressed to the both the Company and the Owner (the "Exit Report").

9. If any spill, discharge or release of Hazardous Substances shall take place on or about the Leased Premises as the result of the use thereof under the Lease the Company shall promptly take any and all necessary mitigative action and carry out Remediation in respect thereof using the appropriate technology, design or repair in accordance with Environmental Laws. For clarity, the Company's responsibility for Remediation shall not extend to Remediation in relation to Hazardous Substances that are on or about the Leased Premises other than as the result of the use thereof under the Lease. The Company shall complete any Remediation which the Company is obligated to conduct at its sole cost and expense.

10. The Company shall indemnify and save harmless the Owner and its employees, directors, officers, successors and assigns from and against any and all losses, claims, actions, damages, liabilities, penalties, liens, demands, awards, judgements, proceedings and expenses arising in any manner whatsoever out of:

- (a) any breach by the Company or by those for whom it is responsible of any provisions of this Schedule "C" or any non-compliance with any Environmental Laws;
- (b) any spill, discharge or release of Hazardous Substances taking place on or about the Leased Premises as the result of the use thereof under the Lease.



**11.** Any Hazardous Substances which have been brought onto or introduced into the Leased Premises by the Company or by those for whom the Company is responsible shall remain the sole and exclusive property of the Company and shall not become the property of the Owner, notwithstanding the degree of affixation to the Leased Premises.

**12.** The aforesaid covenants, obligations and indemnity shall survive the expiration or earlier termination of this Lease.