How much land is really impacted by Site C?
The Site C project impacts more than just the flooded lands.

Statutory Right of Way (rights on land)
A Statutory Right of Way grants rights over land for specific purposes, while ownership of the land is retained by the owner. Examples of the rights that may be granted include the right for BC Hydro to flood lands, or the right to construct and maintain a berm. The Statutory Right of Way document will also contain related restrictions on the use of the land e.g. a restriction on the construction of buildings. For the acquisition of land by way of permanent Statutory Right of Way, compensation will be based on a percentage of the market value of the fee simple interest in the land. Permanent Statutory Rights of Way will be required for the following project components:
- Impact lines (approximately 9,650 hectares)
  - Hudson's Hope shoreline protection (berm)
  - Project Access Road
The attachment submitted is a copy of the SRW for the Section 3 expropriation
Creation of the Site C reservoir would flood land and impact land use around the approximately 280 km shoreline of the reservoir. The reservoir shoreline impacts would include: flooding; stability and erosion of slopes; changes to groundwater levels; and increased potential for landslide generated waves.
"Impact Lines" means the Erosion Impact Line, the Flood Impact Line, the Reservoir Line, the Stability Impact Line and the Wave Impact Line
The following link is the Technical Memo-Reservoir Impact Lines.
The following link is the Impact lines in the Cache Creek area only.

Respectively submitted by Arlene Boon
SCHEDULE D
Form of SRW
TERMS OF INSTRUMENT – PART 2

RECITALS:

A. The Owner is the registered and beneficial owner of the land;

B. Part or all of the SRW Area on the land may from time to time be flooded or otherwise affected due to the construction, operation, maintenance, repair or replacement of the Site C Dam;

C. The Owner has agreed to grant the following statutory right of way pursuant to Section 218 of the Land Title Act, which is necessary for the operation and maintenance of BC Hydro's undertaking; and

D. Pursuant to Section 219 of the Land Title Act, the Owner has agreed to grant a covenant over the SRW Area to further restrict the use of the SRW Area.

FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, the parties agree as follows:

1. In this agreement (the "Agreement") the following terms shall have the meanings below:

   "Activities" has the meaning given to it in Section 2;

   "Authorized Persons" means BC Hydro and its directors, officers, employees, agents, operators, managers, contractors, subcontractors, invitees and licensees;

   "BC Hydro" means the Transferee(s) named in Item 6 on Page 1 (Form C) of the attached General Instrument - Part 1, and includes BC Hydro's successors and assigns;

   "the Land" means the land described in Item 2 on Page 1 (Form C) of the attached General Instrument - Part 1;

   "Losses" means all liabilities, damages (including damages of a direct, indirect, special, punitive or consequential nature), financial or economic losses, actions, causes of action, proceedings, claims, demands, injuries (including personal injuries and injuries causing death), property damage (real or personal), orders, costs, fines, charges, expenses and fees (including legal fees and expenses on a solicitor-and-own-client basis) and any other losses of whatsoever nature or kind, whether direct or indirect;

   "Owner" means the Transferor(s) named in Item 5 on Page 1 (Form C) of the attached General Instrument - Part 1, and includes the Owner's successors (including successors-in-title) and assigns;

   "Plant" means "plant" as defined in the Hydro and Power Authority Act;

   "Site C Dam" means the dam constructed or to be constructed on the Peace River approximately eighty (80) km downstream of the Peace Canyon Dam and any related works, structures or Plant; and
"SRW Area" means the portion of the Land shown in heavy black outline on the plan deposited in the Land Title Office under number EPP, a copy of which is attached as Schedule A.

2. Pursuant to Section 218 of the Land Title Act, the Owner grants in perpetuity to BC Hydro the full and free right, liberty and statutory right of way over the SRW Area for BC Hydro by itself or by or through any one or more of the other Authorized Persons:

(a) to saturate, permeate, overflow, flood and cover the SRW Area with the flood, slack or backwater created by the Site C Dam;

(b) to cause debris to be deposited in connection with overflowing or flooding;

(c) to cause erosion, sloughing, slides and wave action changes;

(d) to cause ground water changes;

(e) to remove, destroy or dispose of any buildings, structures, timber, obstructions, accumulations or other things;

(f) to plant riparian vegetation;

(g) to erect structures and signs, excavate and do any other work as may be desirable in connection with navigation, flood control, debris management, environmental management, conservation management or the operation, maintenance, repair or replacement of the Site C Dam and related reservoir;

(h) to carry out geotechnical assessments of any buildings or structures;

(i) to pass and repass on, over, above, below or through the SRW Area with or without vehicles, machines, equipment and goods; and

(j) generally to do all acts necessary or incidental in connection with the foregoing,

(collectively, the "Activities"),

for purposes related to: (i) the Site C Dam or the reservoir created by the Site C Dam; (ii) controlling water flow; or (iii) any other necessary or incidental act or activity related, directly or indirectly, to the foregoing purposes.

3. The Owner covenants and agrees with BC Hydro, as a covenant in favour of BC Hydro granted pursuant to Section 219 of the Land Title Act, with the intention and agreement of the Owner that the provisions hereof be annexed to and run with and be a charge on the SRW Area, that the Owner:

(a) will not within the SRW Area do or permit to be done any act or thing which in the reasonable opinion of BC Hydro will interfere with or adversely affect the rights granted by this Agreement or cause or increase any danger or hazard to persons or property in the SRW Area, and, in particular, without limitation, covenants not to:

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Section 3 Agreement (Boon)
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(i) make, place, erect or maintain, or permit to be made, placed, erected or maintained, any building, structure, material or thing;

(ii) use or allow to be used for the purpose of human habitation any building, structure, or trailer;

(iii) remove or permit the removal of any natural vegetation or timber (other than natural vegetation for agricultural and ranching purposes);

(iv) remove or permit the removal of any aggregate, minerals, coal, petroleum or natural gas;

(v) conduct or permit any exploration, development or extraction activities for mines, minerals, coal, petroleum or natural gas;

(vi) drill or permit the drilling of any wells; or

(vii) build or permit the construction of any docks or boat launches,

unless the Owner has received BC Hydro's prior written consent, which consent may be withheld in BC Hydro's sole discretion or may be given subject to terms and conditions;

(b) at its sole cost, will promptly and diligently remedy any breach of this Agreement by the Owner or those for whom it is responsible at law;

(c) will indemnify the Authorized Persons from and against any and all Losses, directly or indirectly caused by, resulting from or attributable to any non-compliance by the Owner with any provision of this Agreement;

(d) will do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances reasonably necessary to give proper effect to the intent of this Agreement; and

(e) will do or cause to be done at its expense all acts reasonably necessary for this Agreement to have priority over all liens, charges and encumbrances registered against the land (except any in BC Hydro's favour).

4. The parties agree that:

(a) title to all timber cut on the Land and to all things destroyed or disposed of by BC Hydro in the exercise of its rights under this Agreement shall vest in BC Hydro;

(b) rights granted under this Agreement are annexed to, run with, and are a charge upon the Land;

(c) where the word "Owner" includes more than one person, all of the Owner's covenants shall be construed as being joint and several;
(d) this Agreement shall be interpreted in accordance with the laws of the Province of British Columbia and that the Courts of British Columbia shall have exclusive jurisdiction to determine any disputes arising therefrom;

(e) any reference to an enactment of the Province of British Columbia in this Agreement shall include any subsequent enactment of the Province of British Columbia of like effect;

(f) if any part of this Agreement is held or declared by a court of competent jurisdiction to be void or unenforceable, such part shall be severed from this Agreement and the balance of this Agreement shall survive and be enforceable;

(g) a waiver of any breach of this Agreement is only effective if it is in writing; and

(h) nothing in this Agreement will in any way adversely affect any rights, powers or privileges, including any expropriation powers that BC Hydro may have under any legislation.

IN WITNESS WHEREOF this General Instrument, consisting of both Part 1 and Part 2, has been executed on one or more pages of the attached Form C - General Instrument.