
Trans Mountain Expansion Project

✉ **Email:** info@transmountain.com | ☎ **Phone:** 1.866.514.6700 | 🌐 **Website:** www.transmountain.com

May 24, 2018

VIA ELECTRONIC FILING
ORIGINAL BY COURIER

National Energy Board
517 – 10th Avenue SW
Calgary, AB T2R 0A8

Attention: Ms. Sheri Young, Secretary of the Board

Dear Ms. Young:

**Re: Trans Mountain Pipeline ULC (Trans Mountain)
Trans Mountain Expansion Project (Project)
Section 104 Application for Right of Entry (Application)
David D Thomas and Jane Hurl (Registered Owner)
Short Legal: Lsd 15 & 16, Ptn. Lsd 9 & 10 of 17-53-5-W5M / Tract #332 (Lands of the Owner)**

Please find attached an Application pursuant to section 104 of the *National Energy Board Act* requesting an order for Right of Entry for the above-referenced Lands of the Owner in Alberta necessary for the construction and operation of the Project.

Subsection 55(2) of the *National Energy Board Rules of Practice and Procedure, 1995, SOR/95-208 (Rules)*, requires that the Application be served on the Owner on the same day that the Application is filed with the Board. Trans Mountain seeks relief from this requirement in accordance with the Board's broad discretion under section 4 of the Rules. In that regard, under subsection 56(1) of the Rules, the ten day timeline within which the Owner must file any objection to the Application runs from the date that the Application is served. There will, therefore, be no prejudice to the Owner arising from the relief sought. Trans Mountain will serve the Owner in due course and will file proof of service of the Application as soon as possible after service is effected.

Please direct all communications related to this Application to:

Scott Stoness
Vice President, Regulatory and Compliance
Kinder Morgan Canada Inc.
Suite 2700, 300 – 5th Avenue S.W.
Calgary, AB T2P 5J2
Tel: 403-514-6700
Email: regulatory@transmountain.com

and to: Lars Olthafer
Blake, Cassels & Graydon, LLP
Suite 3500, 855 – 2nd Street SW
Calgary, AB T2P 4J8
Tel: (403) 260-9633
Fax: (403) 260-9700
Email: lars.olthafer@blakes.com



In accordance with its records, Trans Mountain understands that communications to the Registered Owner may be directed to the address set out in the attached Notice.

Should the Board require any additional information, please do not hesitate to contact the undersigned.

Regards,

A handwritten signature in blue ink, appearing to read 'Scott Stoness'.

Scott Stoness, Vice President, Regulatory and Compliance

Encl.

cc. Registered Owner (by personal delivery)
James Scott and Susan Van Dewiel (by personal delivery)

NATIONAL ENERGY BOARD

IN THE MATTER OF the *National Energy Board Act*, RSC 1985, c N-7, as amended, (the "**Act**") and the regulations made thereunder;

AND IN THE MATTER OF the National Energy Board's ("**NEB**" or "**Board**") Certificate OC-064, as amended, authorizing the construction and operation of the Trans Mountain Expansion Project;

AND IN THE MATTER OF an Application by Trans Mountain Pipeline ULC ("**Trans Mountain**") pursuant to subsection 104(1) of the Act and section 55 of the *National Energy Board Rules of Practice and Procedure, 1995, SOR/95-208* (the "**Rules**") for an Order granting Trans Mountain an immediate right to enter certain lands as described herein.

TRANS MOUNTAIN PIPELINE ULC
APPLICATION FOR RIGHT OF ENTRY

May 24, 2018

To: Secretary of the Board
National Energy Board
517 - 10th Avenue SW
Calgary, Alberta T2R 0A8

And to: David D Thomas
Box 97
Lamont, Alberta Canada T0B 2R0

Jane Hurl
Box 97
Lamont, Alberta Canada T0B 2R0

(the "**Registered Owner**")

And to: James Scott
Susan Van Dewiel

(being other persons, insofar as they can be ascertained, interested in the Lands)

(said Registered Owner and other persons hereinafter referred to collectively as "**Owner**")

Right of Entry Application Pursuant to Subsection 104(1) of the Act

1. Trans Mountain hereby applies to the Board pursuant to subsection 104(1) of the Act and section 55 of the Rules for an order ("Right of Entry Order") granting Trans Mountain an immediate right to enter those portions of the Lands of the Owner shown as Pipeline ROW Area and Temporary Workspace Area in the Schedule attached as Exhibit "C" to this Application and proposed to be made part of the Right of Entry Order.
2. On February 21, 2017 and October 25, 2017, Trans Mountain served notice on the Owner pursuant to subsection 87(1) of the Act in relation to the lands required for the Project ("Section 87 Notice").
3. On December 1, 2016, the Board issued Certificate OC-064 authorizing Trans Mountain to construct and operate the Project.
4. On April 24, 2017, Trans Mountain served notice on the Registered Owner pursuant to section 34 of the Act in relation to the detailed route of the Project.
5. On March 29, 2018 and April 3, 2018, Trans Mountain served notice on the Owner pursuant to s104(2) of the Act in relation to right of entry.
6. The Board has issued an Order approving the Plan, Profile and Book of Reference for the Lands of the Owner.
7. Trans Mountain requires the rights, titles and interests in the Lands of the Owner for the purposes and pursuant to the rights, obligations, restrictions and terms and conditions described in Exhibit "C". The form of Exhibit "C" is proposed to be made a part of the Right of Entry Order sought by this Application.
8. As summarized in Exhibit "F" to this Application, Trans Mountain has attempted in good faith to negotiate an agreement with the Owner for the necessary rights to enter the Lands of the Owner and has been unsuccessful to date. The issues that Trans Mountain believes remain outstanding which form the basis for the inability to reach a voluntary agreement with the Owner are also described in Exhibit "F".
9. Trans Mountain requires immediate right of entry to the Lands of the Owner in order to commence construction of the Project. Construction is scheduled to commence on the Lands of the Owner on or about September 1, 2018.
10. In support of this Application, and in accordance with the requirements of the Act and the Rules, the following Exhibits are attached to and form part of this Application:

Exhibit "A" Copy of the Notice served pursuant to subsection 104(2) of the Act;

Exhibit "B" Proof of service of the Notice set out in Exhibit "A" in accordance with subsection 8(8) of the Rules;

Exhibit "C" Schedule describing the Lands of the Owner, the Pipeline ROW Area and Temporary Workspace Area; the rights, titles and interests applied for in

respect of the Lands of the Owner, the Pipeline ROW Area and the Temporary Workspace Area; and the rights, obligations, restrictions, terms and conditions proposed to be made part of the Right of Entry Order;

- Exhibit "D"** Copy of the current Certificate of Title for the Lands of the Owner described in Exhibit "C";
- Exhibit "E"** Copy of section 56 of the Rules;
- Exhibit "F"** Summary of the land negotiation process, outstanding issues and reasons a voluntary agreement could not be reached;
- Exhibit "G"** National Energy Board Template for Objection to Application for Right of Entry; and
- Exhibit "H"** Copy of completed NEB Filing Inventory

Relief Sought

1. Trans Mountain requests that the Board:
 - a. grant Trans Mountain an order for immediate right of entry to the Lands of the Owner pursuant to subsection 104(1) of the Act; and
 - b. grant such further and other relief as Trans Mountain may request and the Board may consider appropriate.

Dated at Calgary, Alberta, this 24th day of May, 2018

Trans Mountain Pipeline ULC

By its counsel
Blake, Cassels & Graydon, LLP

Per:  _____
Lars Olthafer

Please direct all communications regarding this Application to:

Scott Stoness
Vice President, Regulatory and Compliance
Kinder Morgan Canada Inc.
Suite 2700, 300 – 5th Avenue S.W.
Calgary, AB T2P 5J2
Tel: 403-514-6700
Email: regulatory@transmountain.com

and to: Lars Olthafer
Blake, Cassels & Graydon, LLP
855 – 2nd Street SW
Suite 3500, Bankers Hall East Tower
Calgary, AB T2P 4J8
Tel: (403) 260-9633
Fax: (403) 260-9700
Email: lars.olthafer@blakes.com

EXHIBIT "A"

Copy of the Notice served pursuant to subsection 104(2) of the Act

PERSONAL DELIVERY

March 27, 2018

David D Thomas
Box 97
Lamont, Alberta Canada T0B 2R0

Jane Hurl
Box 97
Lamont, Alberta Canada T0B 2R0

To: David D Thomas
Jane Hurl

**Re: Trans Mountain Pipeline ULC (“Trans Mountain”)
Trans Mountain Expansion Project (“Project”)
Notice of application for right of entry and pending expiry of compensation offer
Short Legal: Lsd 15 & 16, Ptn. Lsd 9 & 10 of 17-53-5-W5M / Tract #332 (the
“Lands”)**

As you know, Trans Mountain has been in consultation with you with respect to that portion of the Project route that will cross your Lands.

In particular, Trans Mountain has:

- provided you with an offer to acquire lands for the Project (the “**Acquisition Package**”); and
- served you with a notice pursuant to subsection 87(1) of the *National Energy Board Act* (“**NEB Act**”) in relation to the lands proposed to be acquired for the Project (“**Section 87 Notice**”).

As a result of ongoing construction planning since service of the Section 87 Notice, Trans Mountain has made changes to the area of temporary workspace required for the Project. The areas for which access will be sought by right of entry order, including areas of temporary workspace, are identified in the Individual Ownership Plan attached to the Notice.

Through the right of entry process, the compensation previously offered will no longer be available. In particular, as a result of the multiple pipeline rights granted under the existing right-of-way agreement, Trans Mountain will only seek right of entry and pay compensation for the additional land rights that are strictly required for the Project.

Since the Acquisition Package was provided to you, we have been unable to come to an agreement with respect to the acquisition of land rights for the Project.

Trans Mountain remains interested in continuing discussions with you regarding the Acquisition Package, and is hopeful that an agreement can still be reached. However, in order to ensure



that Trans Mountain has access to land for construction and meets its customer commitments, it is necessary for Trans Mountain to initiate the right of entry process by serving you with a Notice of Application for right of entry pursuant to subsection 104(2) of the NEB Act (the **'Notice'**). Please find the Notice attached to this letter.

Pursuant to the direction of the Board in Procedural Directive No. 1 – Applications for Right of Entry, a copy of the Information Letter dated March 15, 2018 is attached as Exhibit "B", which provides information about the right of entry process.

In order to maintain its construction schedule and meet commitments to its customers, Trans Mountain intends to file the right of entry application and commence Project construction in accordance with the timelines set out in the Notice.

In the meantime, should you have any further questions, please do not hesitate to contact the undersigned at regulatory@transmountain.com, your assigned land agent, or Elliott Friedrich of Progress Land Services Ltd. at TMEP@progressland.com.

Yours truly,

A handwritten signature in blue ink that reads "Scott Stoness".

Scott Stoness
Vice President, Regulatory and Compliance
Kinder Morgan Canada Inc.

cc. Lars Olthafer, Blake, Cassels & Graydon LLP
Elliott Friedrich, Progress Land Services Ltd.
Occupant, James Scott
Occupant, Susan Van Dewiel

IN THE MATTER OF the *National Energy Board Act*,
RSC, 1985, c N-7, as amended, (the "**Act**"); and

IN THE MATTER OF Trans Mountain Pipeline ULC,
and its application for a Right of Entry pursuant to
the Act.

NOTICE PURSUANT TO SECTION 104(2) OF THE ACT

TRANS MOUNTAIN PIPELINE ULC, ("**Trans Mountain**" or the "**Applicant**") a corporation incorporated under the laws of Alberta, in its capacity as the applicant of the Trans Mountain Expansion Project (the "**Project**"), having its registered office at the City of Calgary, in the Province of Alberta,

HEREBY GIVES NOTICE:

TO: David D Thomas
Jane Hurl

being the registered owner (the '**Registered Owner**') of the lands described in paragraph 1 of the Schedule attached to and forming part of this notice (the "**Lands of the Owner**"),

AND TO: Occupant, James Scott
Occupant, Susan Van Dewiel

being other persons, insofar as they can be ascertained, interested in the Lands (said Registered Owner and other persons being hereinafter sometimes referred to collectively as the "**Owner**").

1. Take notice that the Applicant intends to make an application to the National Energy Board (the "**Board**") on April 27, 2018, or as soon thereafter as the Board may allow and the Act will permit, for an order pursuant to Subsection 104(1) of the Act ("**Right of Entry Order**") granting it an immediate right to enter those portions of the Lands of the Owner shown as Pipeline ROW Area and Temporary Workspace Area in the Schedule attached as Exhibit "A" to this Notice and proposed to be made part of the Right of Entry Order and which are required by the Applicant for the construction, operation and maintenance of a section or part of the Project.
2. Pending approval of the Right of Entry Order application by the Board, the Applicant intends to enter the Lands of the Owner on September 1, 2018 or as soon thereafter as the Board may allow and the Act will permit.
3. Any objection that the Owner might wish to make concerning the issuance of the Right of Entry Order must, in accordance with Section 56 of the *National Energy Board Rules of Practice and Procedure, 1995, SOR/95-208* (the "**Rules**"), be in writing and filed with the Board and concurrently served on the Applicant no later than ten (10) days after the date the application for

the Right of Entry Order is served on the Owner. In accordance with Sections 8 and 9 of the Rules, any objection in writing may be filed with the Board and served on the Applicant by hand delivery, mail, courier, telex, facsimile or other means of written or electronic communication, if the Board or the Applicant has the facilities for receiving a document in such a manner.

The addresses of the Board for filing, and of the Applicant for service, of any objection in writing are set out below:

National Energy Board
Suite 210, 517 Tenth Avenue SW
Calgary, Alberta T2R 0A8
Attention: Sheri Young,
Secretary of the Board
Toll Free Fax: 1-877-288-8803

and to: **Kinder Morgan Canada Inc.**
Suite 2700, 300 – 5th Avenue S.W.
Calgary, AB T2P 5J2
Attention: Scott Stoness, Vice President,
Regulatory and Compliance
Tel: 1-866-514-6700
Email: regulatory@transmountain.com

c/o:

Blake, Cassels & Graydon LLP
3500 Bankers Hall East
855 Second Street S.W.
Calgary, Alberta T2P 4J8
Attention: Lars Olthafer
Facsimile: (403) 260-9700
Email: lars.olthafer@blakes.com

4. If the Board grants to the Applicant an immediate right to enter the Lands of the Owner under Subsection 104(1) of the Act, the Owner will be entitled to receive from the Applicant pursuant to Section 105 of the Act an amount as an advance of the compensation referred to in Subsection 88(1) of the Act. Should the Owner not have received the said advance or not be agreeable to the amount of the advance offered by the Applicant, the Owner may serve a notice of arbitration on the Applicant and on the Minister of Natural Resources Canada requesting that the matter be determined by arbitration. The Applicant is prepared to advance the **Registered Owner** the sum of \$52,207.00 in respect of the Pipeline ROW Area and the Temporary Workspace Area as described in paragraph one (1) hereof and the Schedule attached as Exhibit "A" hereto, as an advance of the compensation referred to in Subsection 88(1) of the Act.

DATED at the City of Calgary, in the Province of Alberta, 27th day of March, 2018.

Trans Mountain Pipeline ULC

By its counsel
Blake, Cassels & Graydon, LLP

Per:



Lars Olthafer

Exhibit "A"

SCHEDULE

1. LANDS IN RESPECT OF WHICH ORDER IS SOUGHT

LEGAL DESCRIPTION

Lsd 15 & 16, Ptn. Lsd 9 & 10 of 17-53-5-W5M

(the "**Lands of the Owner**")

- (a) That portion of the Lands of the Owner containing 1.44 Ha / 3.56 Ac, more or less, shown as New Right of Way on the Individual Ownership Plan attached as Appendix "A" and forming part of this Schedule.

(the "**Pipeline ROW Area**")

- (b) That portion of the Lands of the Owner containing 2.829 Ha / 6.99 Ac, more or less, shown as Temporary Workspace, including any lands depicted as Temporary Access Road, on the Individual Ownership Plan attached as Appendix "A" and forming part of this Schedule.

(the "**Temporary Workspace Area**")

2. DEFINED TERMS

The words and phrases defined in Appendix "B" hereto shall have the respective meanings set out in Appendix "B" when used in this Schedule.

3. RIGHTS OR INTERESTS APPLIED FOR IN RESPECT OF LANDS OF THE OWNER, THE PIPELINE ROW AREA AND THE TEMPORARY WORKSPACE AREA

Trans Mountain requires the following rights, titles or interests in respect of the Lands of the Owner:

- (a) the right and interest in, on, over, upon, across, along, under and through the Pipeline ROW Area to:
- (i) survey and carry out tests and examinations for, lay down, construct, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and repair the Pipeline within the Pipeline ROW Area and, for such purposes, remove from the Pipeline ROW Area any Incompatible Use, including any Improvement, Soil, Placed Soil or Vegetation that is an Incompatible Use; and
 - (ii) generally to do all things necessary for or incidental to the exercise of the foregoing rights and interests;

(referred to herein as the "**Pipeline ROW Area Rights**").

- (b) the right and interest in, on, over, upon, across, along, under and through the Temporary Workspace Area to carry out any activities necessary for or incidental to the Pipeline Construction, including to survey and carry out tests and examinations for the Pipeline and, for such purposes, remove from the Temporary Workspace Area any Incompatible Use, including any Improvement, Soil, Placed Soil or Vegetation that is an Incompatible Use;

(referred to herein as the “**Temporary Workspace Area Rights**”)

for so long as required to complete the Pipeline Construction and the related Pipeline ROW Area Restoration and Temporary Workspace Area Restoration, at which time the Temporary Workspace Area Rights shall lapse and be of no further force or effect; and

- (c) the right of access to and egress from the Pipeline ROW Area and the Temporary Workspace Area on, over, upon, across and through the remainder of the Lands of the Owner, from and to neighbouring lands (including public roads), for all purposes necessary or incidental to the exercise and enjoyment of the Pipeline ROW Area Rights and the Temporary Workspace Area Rights; provided, however, that Trans Mountain shall not use or exercise such right of access or egress for the purpose of Pipeline Construction;

(the rights and interests referred to above being collectively referred to herein as the “**Easement Rights**”)

for Trans Mountain, its successors and assigns, and its and their respective employees, agents, contractors, and subcontractors, on foot and/or with vehicles, supplies, machinery and equipment at any and all times, by day and by night, and, subject to subclause (b) above, for so long as Trans Mountain may desire to exercise them.

4. RIGHTS, OBLIGATIONS, RESTRICTIONS, TERMS AND CONDITIONS

- (a) **Use of the Lands of the Owner:** Trans Mountain’s use of the Lands of the Owner pursuant to the Easement Rights shall be restricted to use in connection with the Pipeline.
- (b) **Restoration:** Trans Mountain shall, upon completion of the Pipeline Construction and following any other exercise of the Easement Rights thereafter, as soon as weather and soil conditions permit, and to the extent it is practicable to do so, complete the related Pipeline ROW Area Restoration and, if applicable, Temporary Workspace Area Restoration except as otherwise agreed to by the Owner.
- (c) **Compensate Owner:** Trans Mountain shall compensate the Owner for all damages caused by the operations, Pipeline or abandoned Pipeline of Trans Mountain to the extent contemplated by the provisions of the NEB Act governing compensation.
- (d) **Indemnify Owner:** Trans Mountain shall indemnify the Owner from all liabilities, damages, claims, suits and actions resulting from the operations, Pipeline or abandoned Pipeline of Trans Mountain, other than liabilities, damages, claims, suits and actions resulting from the gross negligence or willful misconduct of the Owner.

- (e) **Incompatible Use:** The Owner shall not make, do, install or construct, or permit or suffer to be made, done, installed or constructed, any Incompatible Use within the Pipeline ROW Area or, prior to the lapse of the Temporary Workspace Area Rights as described in subclause 3(b), within the Temporary Workspace Area. Subject to the foregoing and to the provisions of the NEB Act and any regulations or orders made thereunder, the Owner shall have the right to use and enjoy the Pipeline ROW Area and the Temporary Workspace Area.
- (f) **Ownership of Pipeline:** Notwithstanding any rule of law or equity, the Pipeline shall at all times remain the property of Trans Mountain notwithstanding that it may be annexed or affixed to the Lands of the Owner and shall at any time and from time to time be removable in whole or in part by Trans Mountain.
- (g) **Quiet Enjoyment:** Trans Mountain, in performing and observing the covenants and conditions on its part to be observed and performed, shall and may peaceably hold and enjoy the Easement Rights hereby granted without hindrance, molestation or interruption on the part of the Owner or of any person, firm or corporation claiming by, through, under or in trust for the Owner.
- (h) **Other Rights Preserved:** Nothing contained herein shall affect or prejudice any right, present or future, which Trans Mountain may have under the provisions of the NEB Act or otherwise to acquire, use or occupy the Pipeline ROW Area, the Temporary Workspace Area or any other portions of or any right or interest registered against the title to the Lands of the Owner.
- (i) **Successors and Assigns:** The Easement Rights are and shall be of the same force and effect as a covenant that runs with the Lands of the Owner. The Easement Rights and all rights, obligations, restrictions, terms and conditions set forth in this Schedule shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Owner and Trans Mountain, respectively.
- (j) **Interpretation:** Wherever the singular or masculine or neuter gender is used in this Schedule, 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.
- (k) **Notices:** Any notice or other communication or delivery required or permitted to be given by one party to the other shall be in writing and may be given by either:
 - (i) delivery by hand, in which case it shall be deemed to have been received on delivery; or
 - (ii) sent by prepaid registered post mailed at a post office in Canada, in which case it shall be deemed to have been received on the third (3rd) business day following the day of mailing;

provided that any notice delivered by hand that is delivered after 4:00 p.m. local time at the address of the addressee on a business day shall be deemed to be received on the next following business day.

The address of Trans Mountain for such purpose shall be

Trans Mountain Pipeline ULC
Suite 2700, Stock Exchange Tower
300 – 5th Avenue S.W.,
Calgary, Alberta, T2P 5J2
Attention: Legal Department

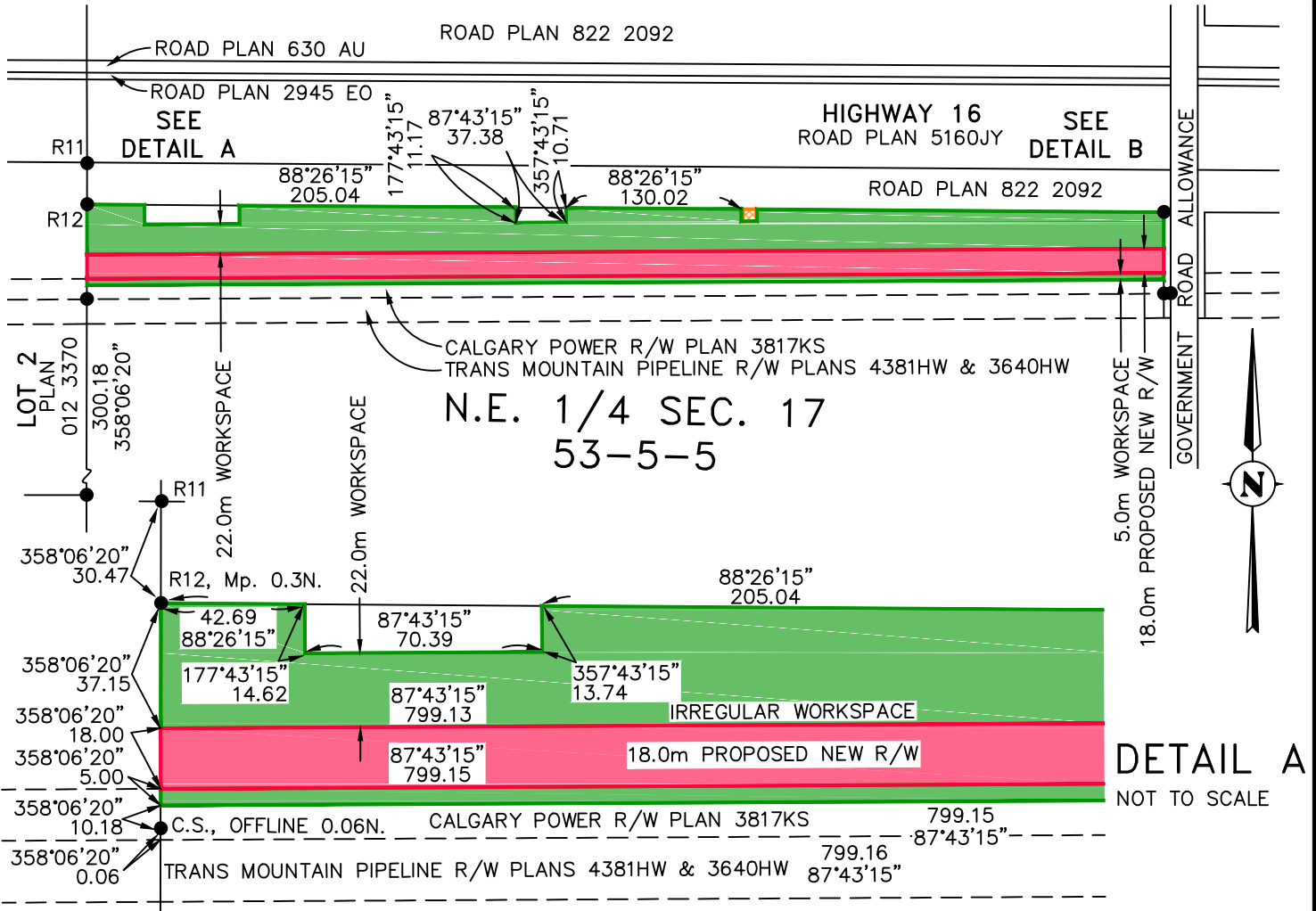
The address of the Owner for such purpose shall be the address that appears on the certificate of title for the Lands of the Owner maintained by the LTO at the time the notice is given.

A party may from time to time notify the other party of a change of address to another address inside Canada. Notwithstanding anything contained herein to the contrary, if a strike, lockout or other labour disruption involving postal employees is in effect or generally known to be impending, every notice or other communication or delivery given under this provision must be given by personal delivery.

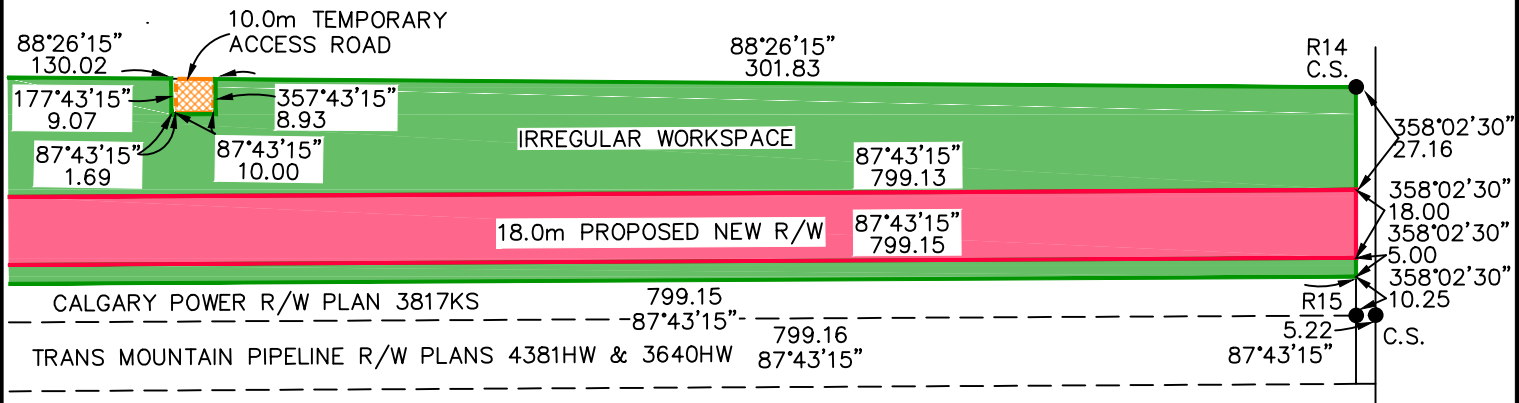
APPENDIX A

INDIVIDUAL OWNERSHIP PLAN OF THE LANDS OF THE OWNER

INDIVIDUAL OWNERSHIP PLAN



DETAIL A
NOT TO SCALE



DETAIL B

C. OF T.: 972 313 891
OWNER(S): DAVID D THOMAS
 JANE HURL

SCALE 1:2000

AREA REQUIRED FOR TEMPORARY ACCESS ROAD: 0.009 ha (0.02 Ac.)
AREA REQUIRED FOR NEW R/W: 1.44 ha (3.56 Ac.)
AREA REQUIRED FOR TEMPORARY WORKSPACE: 2.82 ha (6.97 Ac.)

STATUTORY IRON POSTS FOUND SHOWN ●
DISTANCES ARE IN METRES
TEMPORARY ACCESS ROAD IS OUTLINED THIS:
NEW R/W IS OUTLINED THIS:
TEMPORARY WORKSPACE IS OUTLINED THIS:

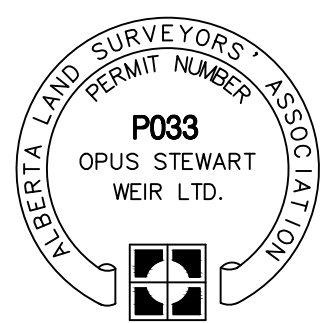
THIS PLAN CERTIFIED CORRECT THIS 20th DAY OF FEBRUARY, 2018.

RYAN NORMAND, ALS

TRACT NUMBER: 332

TRANS MOUNTAIN PIPELINE ULC

INDIVIDUAL OWNERSHIP PLAN SHOWING
PROPOSED PIPELINE RIGHT OF WAY,
TEMPORARY ACCESS ROAD AND TEMPORARY WORKSPACE
WITHIN
N.E. 1/4 SEC. 17
TWP. 53 - RGE. 5 - W. 5M.
PARKLAND COUNTY - ALBERTA



APPENDIX B

DEFINED TERMS

“Approval” means an approval in writing by Trans Mountain pursuant to this Schedule or otherwise, including any conditions of approval.

“Improvement” means a building, structure, erection, pipe, pole, fence, tower, road, pavement, foundation, improvement or thing of any kind or nature constructed or installed within land.

“including” means including without limitation.

“Incompatible Use” means:

(a) as to the Pipeline ROW Area, any use, activity or thing within the Pipeline ROW Area that would materially interfere with, disrupt or delay the exercise of the Easement Rights, or that imperils the safety or security of the Pipeline or any person or property associated therewith, and includes the use of any part of the Pipeline ROW Area for any Improvement that is not a Permitted Improvement; and

(b) as to the Temporary Workspace Area, any use, activity or thing within the Temporary Workspace Area that would materially interfere with, disrupt or delay the exercise of the Easement Rights, or that imperils the safety or security of the Pipeline or any person or property associated therewith.

“LTO” means the land registry or land titles office in which land transactions affecting the Lands of the Owner may be deposited, registered, recorded or filed.

“NEB Act” means the *National Energy Board Act* (Canada), and regulations thereunder, all as amended or replaced from time to time.

“Owner” means the Registered Owner or occupant or other person interested in the Lands of the Owner, or all of them, where the context so requires.

“Permitted Improvement” means an Improvement within the Pipeline ROW Area for which there is an Approval and for which there has been compliance with any conditions that are part of that Approval.

“Pipeline” means a pipeline for which Trans Mountain has approval under the NEB Act for the transportation, storage and handling of oil, other liquid or gaseous hydrocarbons, and any products or by-products thereof together with all installations, equipment, fittings and facilities included in, associated with, appurtenant, affixed or incidental thereto, including all such pipes, drips, valves, fittings, connections, meters and cathodic protection equipment, and telecommunication and electrical facilities used for or in the operation and maintenance of the pipeline.

“Pipeline Construction” means the initial construction and installation of the Pipeline within the Pipeline ROW Area.

“Pipeline ROW Area Restoration” means the restoration of any part of the Pipeline ROW Area or anything within it disturbed by the exercise of the Pipeline ROW Area Rights in accordance with the following, if and to the extent applicable:

(a) cause all construction debris to be removed from the Pipeline ROW Area;

(b) replace all topsoil removed from, grade and contour and otherwise restore the Pipeline ROW Area so it is suitable for its use as a pipeline right of way and any prior use thereof that is not an Incompatible Use; and

(c) restore Permitted Improvements within the Pipeline ROW Area.

“Placed Soil” means Soil that has been deposited, dumped or placed on land.

“Registered Owner” means the owner of the fee simple estate in the Lands of the Owner.

“Soil” means soil, fill, earth, sand, gravel, and other material of any kind or nature of which land is composed.

“Temporary Workspace Area Restoration” means the restoration of any part of the Temporary Workspace Area or anything within it disturbed by the exercise of the Temporary Workspace Area Rights in accordance with the following, if and to the extent reasonably practicable:

(a) cause all construction debris to be removed from the Temporary Workspace Area;

(b) replace all topsoil removed from, grade and contour and otherwise restore the Temporary Workspace Area so it is suitable for any prior use thereof; and

(c) restore pre-existing Improvements within the Temporary Workspace Area.

“Trans Mountain” means Trans Mountain Pipeline ULC.

“Vegetation” means trees, shrubs, nursery stock and other vegetation and includes the limbs or growth of any Vegetation.

“within” means across, over, under, in, through and on.

Exhibit "B"

NATIONAL ENERGY BOARD INFORMATION LETTER (March 15, 2018)



File OF-Fac-Oil-T260-2013-03 03
15 March 2018

**Trans Mountain Pipeline ULC (Trans Mountain)
Trans Mountain Expansion Project (TMEP)
Notice of Trans Mountain's Application for Right of Entry
National Energy Board Information Letter**

On 19 May 2016, the National Energy Board (NEB or Board) issued its Report recommending that the Governor in Council approve the TMEP, subject to 157 conditions ([A77045](#)). On 29 November 2016, the Governor in Council directed the Board to issue Certificate of Public Convenience and Necessity OC-064 ([A80871](#)), the effect of which was to approve the TMEP, including the 150 metre wide corridor.

The Board has directed Trans Mountain to provide this information letter with all notices of application for right of entry.

What is Right of Entry?

If a company requires the use of private lands for its NEB-regulated project, it must first acquire the necessary land rights through a land acquisition agreement. If the company and a landowner are unable to finalize a land acquisition agreement, the company can file with the NEB a right of entry application for an order to enable the company to enter the lands.

The process to be followed for right of entry applications is summarized in the attachment to this letter.

The Board expects that a right of entry process be used only in circumstances where the company and the landowner have made every reasonable attempt to finalize a land acquisition agreement.

The Board wishes to highlight to landowners the following resources that are available to landowners regarding the right of entry application process.

.../2

References

Those seeking additional information on right of entry applications are encouraged to review the following:

- section 104 of the *National Energy Board Act* (<http://laws-lois.justice.gc.ca/eng/acts/N-7/page-25.html#h-82>);
- section 55 of the *National Energy Board Rules of Practice and Procedure, 1995* (<http://laws-lois.justice.gc.ca/eng/regulations/SOR-95-208/page-6.html#h-45>);
- Guide V of the *NEB Filing Manual* (<https://www.neb-one.gc.ca/bts/ctrg/gnnb/flngmnl/fmgdv-eng.html>);
- The National Energy Board Landowner Guide (<https://www.neb-one.gc.ca/prtcptn/lndwnrgd/index-eng.html>); and
- *The NEB's Right of Entry Snapshot* (<http://www.neb-one.gc.ca/bts/nws/rgltrsnpshts/2018/01rgltrsnpsht-eng.html>).

Objection to an Application for Right of Entry

The NEB has created a template for landowners to complete in the event that they wish to file an objection to a right of entry application. The written objection template can be found on the NEB's website at: <https://www.neb-one.gc.ca/prtcptn/frm/bjctnpplctnrghtry-eng.pdf>.

Note that a landowner's written objection to a right of entry application must be filed with the NEB within **10 calendar days of the landowner's receipt of the right of entry application**.

Process Advisors and Alternative Dispute Resolution Services

The NEB has Process Advisors in place to respond to your questions about the right of entry process. You can reach them by email at TMX.LandMatters@neb-one.gc.ca or you can call toll-free 1-800-899-1265.

The Board's alternative dispute resolution (ADR) services are available to assist parties to reach resolution of outstanding issues outside of the regulatory process. ADR processes are uniquely tailored to individual needs and could take the form, for example, of a meeting between landowners and Trans Mountain. To take advantage of ADR, both the landowner and Trans Mountain must agree to take part. This process is voluntary and facilitated by trained Board staff, or by another neutral third party.

If interested in using the Board's ADR services or learning more information about ADR options, please email ADR-MRD@neb-one.gc.ca or call 1-800-899-1265.

Compensation

The NEB does not have jurisdiction over compensation matters, including compensation for land use or claims for damage resulting from construction. These matters are handled by the Minister of Natural Resources Canada. For further information, contact:

Pipeline Arbitration Secretariat
Natural Resources Canada
580 Booth Street, 17th Floor
Ottawa, ON K1A 0E4
Phone: 343-292-6216
Fax: 613-995-1913
E-mail: pas-sap@nrcan.gc.ca
Website: <http://www.pas.nrcan.gc.ca>

National Energy Board (NEB) Right of Entry Application Process

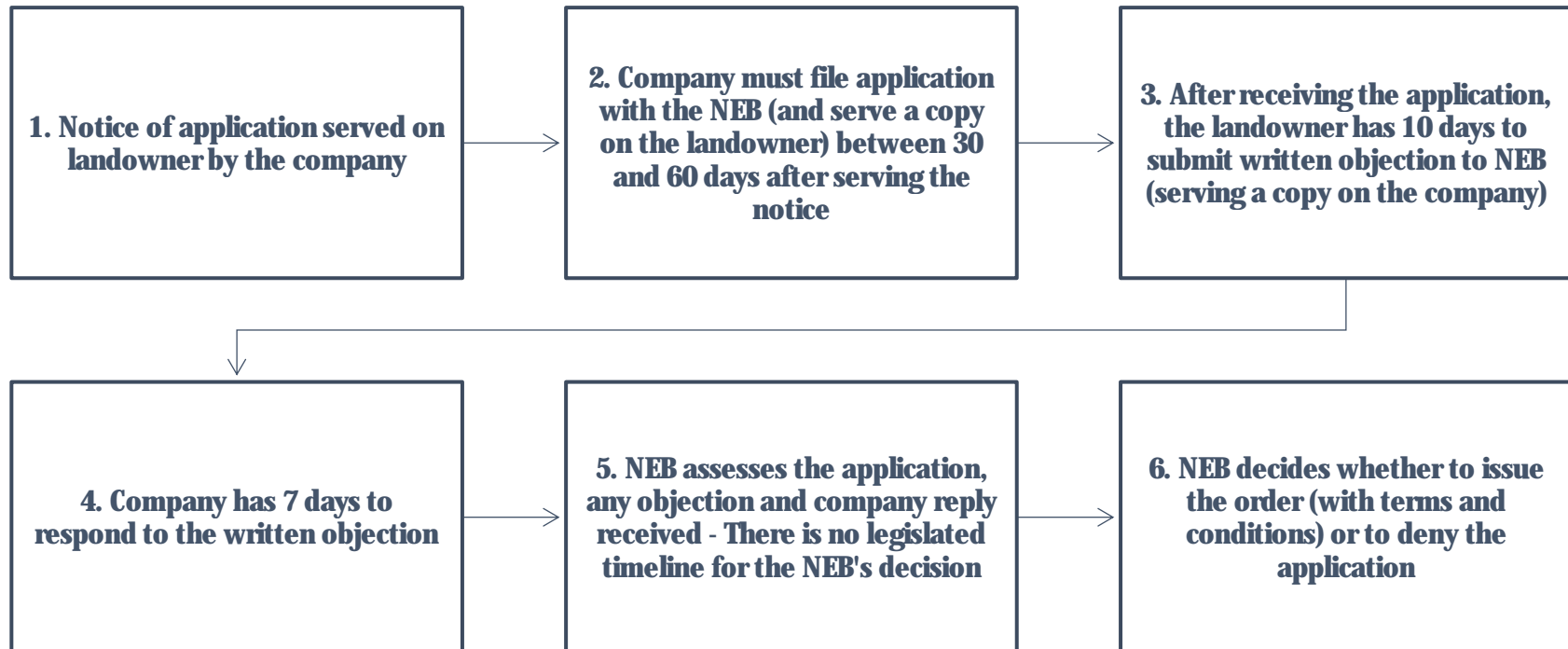


EXHIBIT "B"

Proof of Service in accordance with subsection 8(8) of the Rules of the Notice set out in
Exhibit "A"

**NATIONAL ENERGY BOARD ACT
ACKNOWLEDGEMENT OF RECEIPT**

The undersigned, being registered owner or other person having an interest ("Owner/Interested Person") in the lands referred to in the attached Notice pursuant to section 104(2) of the *National Energy Board Act*, hereby acknowledges receipt from Trans Mountain Pipeline ULC, a corporation incorporated under the laws of Alberta (the "Company"), of a copy of the said Notice on the date and at the place shown opposite his or her signature.

Date	Place	Witness	Signature
_____	_____	_____	Name: _____
_____	_____	_____	Name: _____
_____	_____	_____	Name: _____
_____	_____	_____	Name: _____

AFFIDAVIT OF SERVICE - INDIVIDUAL

I, Joey Andries, of the Hamlet of Sherwood Park
(name of person who performed service) (city, town, municipality) (name of city or town)

in the Province of Alberta, MAKE OATH AND SAY:

THAT I did on the 3rd day of April 2018, serve

David D Thomas and Jane Husl

with a notice from the Company pursuant to section 104(2) of the *National Energy Board Act*, a copy of which is attached hereto, by:

- delivering the notice to and leaving same with _____
(name of person served and place of service)
- leaving the notice with _____ at the Owner/Interested Person's place of residence and mailing a copy to the Owner/Interested Person's address.
(name of adult person served)
- sending the notice to the Owner/Interested Person's lawyer via email ~~or fax or mail (select one)~~ or
- sending the notice to the Owner/Interested Person's last known address by registered mail (attach signed postal receipt).
- Substituted service as approved by NEB Order _____

Signature

Sworn before me at the City
of Edmonton
in the Province of Alberta
this 5 day of April 2018.)

Trisha Lucas
Commissioner of Oaths in and for the Province of Alberta

**NATIONAL ENERGY BOARD ACT
ACKNOWLEDGEMENT OF RECEIPT**

The undersigned, being registered owner or other person having an interest ("Owner/Interested Person") in the lands referred to in the attached Notice pursuant to section 104(2) of the *National Energy Board Act*, hereby acknowledges receipt from Trans Mountain Pipeline ULC, a corporation incorporated under the laws of Alberta (the "Company"), of a copy of the said Notice on the date and at the place shown opposite his or her signature.

Date	Place	Witness	Signature
<u>March 29, 2018</u>	<u>Parkland County AB</u>	<u>[Signature]</u>	<u>[Signature]</u> Name: _____
<u>March 29, 2018</u>	<u>Parkland County AB</u>	<u>[Signature]</u>	<u>[Signature]</u> Name: _____
_____	_____	_____	_____ Name: _____
_____	_____	_____	_____ Name: _____

AFFIDAVIT OF SERVICE - INDIVIDUAL

I, Steven Smyth, of the City of Edmonton
(name of person who performed service) (city, town, municipality) (name of city or town)

in the Province of Alberta, MAKE OATH AND SAY:

THAT I did on the 29 day of March 2018, serve

James Scott and Susan Vandewiel

with a notice from the Company pursuant to section 104(2) of the *National Energy Board Act*, a copy of which is attached hereto, by:

- delivering the notice to and leaving same with James Scott and Susan Vandewiel at Parkland County, Alberta
(name of person served and place of service)
- leaving the notice with _____ at the Owner/Interested Person's place of residence and mailing a copy to the Owner/Interested Person's address.
(name of adult person served)
- sending the notice to the Owner/Interested Person's lawyer via email or fax or mail (select one).
- sending the notice to the Owner/Interested Person's last known address by registered mail (attach signed postal receipt).
- Substituted service as approved by NEB Order _____.

[Signature]
Signature

Sworn before me at the City
of Edmonton
in the Province of Alberta
this 10 day of April 2018.)

[Signature]
Commissioner of Oaths in and for the Province of Alberta

Exhibit "C"

Schedule describing the Lands of the Owner, the Pipeline ROW Area and Temporary Workspace Area; the rights, titles and interests applied for in respect of the Lands of the Owner, the Pipeline ROW Area and the Temporary Workspace Area; and the rights, obligations, restrictions, terms and conditions proposed to be made part of the Right of Entry Order

SCHEDULE

1. LANDS IN RESPECT OF WHICH ORDER IS SOUGHT

LEGAL DESCRIPTION

Lsd 15 & 16, Ptn. Lsd 9 & 10 of 17-53-5-W5M

(the "**Lands of the Owner**")

- (a) That portion of the Lands of the Owner containing 1.44 Ha / 3.56 Ac, more or less, shown as New Right of Way on the Individual Ownership Plan attached as Appendix "A" and forming part of this Schedule.

(the "**Pipeline ROW Area**")

- (b) That portion of the Lands of the Owner containing 2.829 Ha / 6.99 Ac, more or less, shown as Temporary Workspace, including any lands depicted as Temporary Access Road, on the Individual Ownership Plan attached as Appendix "A" and forming part of this Schedule.

(the "**Temporary Workspace Area**")

2. DEFINED TERMS

The words and phrases defined in Appendix "B" hereto shall have the respective meanings set out in Appendix "B" when used in this Schedule.

3. RIGHTS OR INTERESTS APPLIED FOR IN RESPECT OF LANDS OF THE OWNER, THE PIPELINE ROW AREA AND THE TEMPORARY WORKSPACE AREA

Trans Mountain requires the following rights, titles or interests in respect of the Lands of the Owner:

- (a) the right and interest in, on, over, upon, across, along, under and through the Pipeline ROW Area to:
- (i) survey and carry out tests and examinations for, lay down, construct, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and repair the Pipeline within the Pipeline ROW Area and, for such purposes, remove from the Pipeline ROW Area any Incompatible Use, including any Improvement, Soil, Placed Soil or Vegetation that is an Incompatible Use; and
 - (ii) generally to do all things necessary for or incidental to the exercise of the foregoing rights and interests;

(referred to herein as the "**Pipeline ROW Area Rights**").

- (b) the right and interest in, on, over, upon, across, along, under and through the Temporary Workspace Area to carry out any activities necessary for or incidental to the Pipeline Construction, including to survey and carry out tests and examinations for the Pipeline and, for such purposes, remove from the Temporary Workspace Area any Incompatible Use, including any Improvement, Soil, Placed Soil or Vegetation that is an Incompatible Use;

(referred to herein as the “**Temporary Workspace Area Rights**”)

for so long as required to complete the Pipeline Construction and the related Pipeline ROW Area Restoration and Temporary Workspace Area Restoration, at which time the Temporary Workspace Area Rights shall lapse and be of no further force or effect; and

- (c) the right of access to and egress from the Pipeline ROW Area and the Temporary Workspace Area on, over, upon, across and through the remainder of the Lands of the Owner, from and to neighbouring lands (including public roads), for all purposes necessary or incidental to the exercise and enjoyment of the Pipeline ROW Area Rights and the Temporary Workspace Area Rights; provided, however, that Trans Mountain shall not use or exercise such right of access or egress for the purpose of Pipeline Construction;

(the rights and interests referred to above being collectively referred to herein as the “**Easement Rights**”)

for Trans Mountain, its successors and assigns, and its and their respective employees, agents, contractors, and subcontractors, on foot and/or with vehicles, supplies, machinery and equipment at any and all times, by day and by night, and, subject to subclause (b) above, for so long as Trans Mountain may desire to exercise them.

4. RIGHTS, OBLIGATIONS, RESTRICTIONS, TERMS AND CONDITIONS

- (a) **Use of the Lands of the Owner:** Trans Mountain’s use of the Lands of the Owner pursuant to the Easement Rights shall be restricted to use in connection with the Pipeline.
- (b) **Restoration:** Trans Mountain shall, upon completion of the Pipeline Construction and following any other exercise of the Easement Rights thereafter, as soon as weather and soil conditions permit, and to the extent it is practicable to do so, complete the related Pipeline ROW Area Restoration and, if applicable, Temporary Workspace Area Restoration except as otherwise agreed to by the Owner.
- (c) **Compensate Owner:** Trans Mountain shall compensate the Owner for all damages caused by the operations, Pipeline or abandoned Pipeline of Trans Mountain to the extent contemplated by the provisions of the NEB Act governing compensation.
- (d) **Indemnify Owner:** Trans Mountain shall indemnify the Owner from all liabilities, damages, claims, suits and actions resulting from the operations, Pipeline or abandoned Pipeline of Trans Mountain, other than liabilities, damages, claims, suits and actions resulting from the gross negligence or willful misconduct of the Owner.

- (e) **Incompatible Use:** The Owner shall not make, do, install or construct, or permit or suffer to be made, done, installed or constructed, any Incompatible Use within the Pipeline ROW Area or, prior to the lapse of the Temporary Workspace Area Rights as described in subclause 3(b), within the Temporary Workspace Area. Subject to the foregoing and to the provisions of the NEB Act and any regulations or orders made thereunder, the Owner shall have the right to use and enjoy the Pipeline ROW Area and the Temporary Workspace Area.
- (f) **Ownership of Pipeline:** Notwithstanding any rule of law or equity, the Pipeline shall at all times remain the property of Trans Mountain notwithstanding that it may be annexed or affixed to the Lands of the Owner and shall at any time and from time to time be removable in whole or in part by Trans Mountain.
- (g) **Quiet Enjoyment:** Trans Mountain, in performing and observing the covenants and conditions on its part to be observed and performed, shall and may peaceably hold and enjoy the Easement Rights hereby granted without hindrance, molestation or interruption on the part of the Owner or of any person, firm or corporation claiming by, through, under or in trust for the Owner.
- (h) **Other Rights Preserved:** Nothing contained herein shall affect or prejudice any right, present or future, which Trans Mountain may have under the provisions of the NEB Act or otherwise to acquire, use or occupy the Pipeline ROW Area, the Temporary Workspace Area or any other portions of or any right or interest registered against the title to the Lands of the Owner.
- (i) **Successors and Assigns:** The Easement Rights are and shall be of the same force and effect as a covenant that runs with the Lands of the Owner. The Easement Rights and all rights, obligations, restrictions, terms and conditions set forth in this Schedule shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Owner and Trans Mountain, respectively.
- (j) **Interpretation:** Wherever the singular or masculine or neuter gender is used in this Schedule, 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.
- (k) **Notices:** Any notice or other communication or delivery required or permitted to be given by one party to the other shall be in writing and may be given by either:
 - (i) delivery by hand, in which case it shall be deemed to have been received on delivery; or
 - (ii) sent by prepaid registered post mailed at a post office in Canada, in which case it shall be deemed to have been received on the third (3rd) business day following the day of mailing;

provided that any notice delivered by hand that is delivered after 4:00 p.m. local time at the address of the addressee on a business day shall be deemed to be received on the next following business day.

The address of Trans Mountain for such purpose shall be

Trans Mountain Pipeline ULC
Suite 2700, Stock Exchange Tower
300 – 5th Avenue S.W.,
Calgary, Alberta, T2P 5J2
Attention: Legal Department

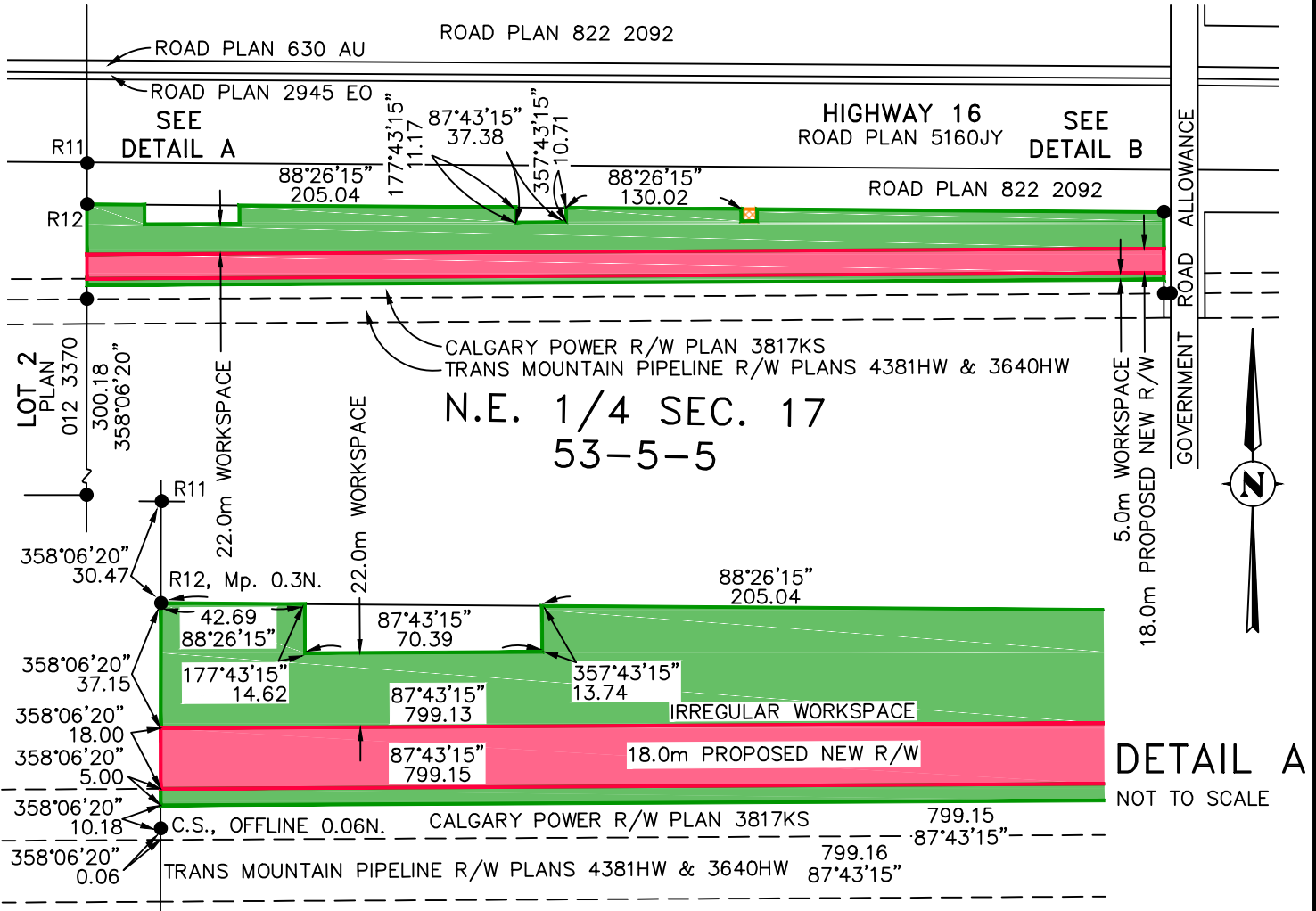
The address of the Owner for such purpose shall be the address that appears on the certificate of title for the Lands of the Owner maintained by the LTO at the time the notice is given.

A party may from time to time notify the other party of a change of address to another address inside Canada. Notwithstanding anything contained herein to the contrary, if a strike, lockout or other labour disruption involving postal employees is in effect or generally known to be impending, every notice or other communication or delivery given under this provision must be given by personal delivery.

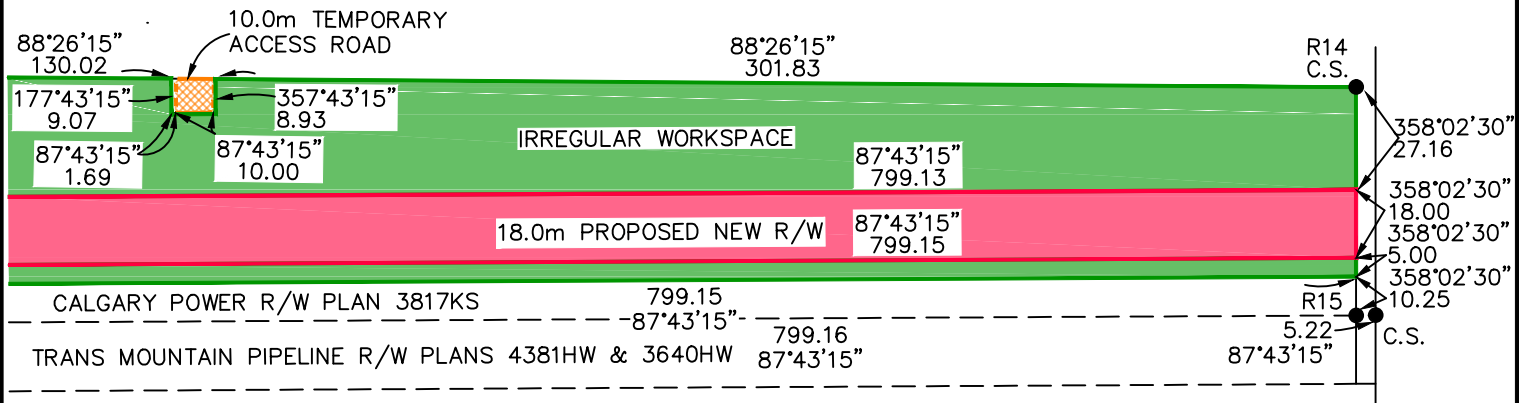
APPENDIX A

INDIVIDUAL OWNERSHIP PLAN OF THE LANDS OF THE OWNER

INDIVIDUAL OWNERSHIP PLAN



DETAIL A
NOT TO SCALE



DETAIL B

C. OF T.: 972 313 891
OWNER(S): DAVID D THOMAS
 JANE HURL

SCALE 1:2000

AREA REQUIRED FOR TEMPORARY ACCESS ROAD: 0.009 ha (0.02 Ac.)
AREA REQUIRED FOR NEW R/W: 1.44 ha (3.56 Ac.)
AREA REQUIRED FOR TEMPORARY WORKSPACE: 2.82 ha (6.97 Ac.)

STATUTORY IRON POSTS FOUND SHOWN ●
DISTANCES ARE IN METRES
TEMPORARY ACCESS ROAD IS OUTLINED THIS:
NEW R/W IS OUTLINED THIS:
TEMPORARY WORKSPACE IS OUTLINED THIS:

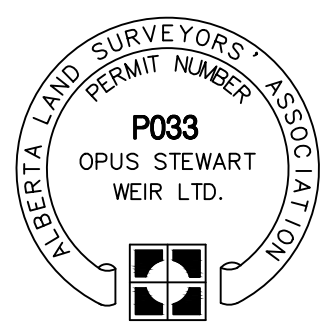
THIS PLAN CERTIFIED CORRECT THIS 20th DAY OF FEBRUARY, 2018.

RYAN NORMAND, ALS

TRACT NUMBER: 332

TRANS MOUNTAIN PIPELINE ULC

INDIVIDUAL OWNERSHIP PLAN SHOWING
PROPOSED PIPELINE RIGHT OF WAY,
TEMPORARY ACCESS ROAD AND TEMPORARY WORKSPACE
WITHIN
N.E. 1/4 SEC. 17
TWP. 53 - RGE. 5 - W. 5M.
PARKLAND COUNTY - ALBERTA



APPENDIX B

DEFINED TERMS

“Approval” means an approval in writing by Trans Mountain pursuant to this Schedule or otherwise, including any conditions of approval.

“Improvement” means a building, structure, erection, pipe, pole, fence, tower, road, pavement, foundation, improvement or thing of any kind or nature constructed or installed within land.

“including” means including without limitation.

“Incompatible Use” means:

- (a) as to the Pipeline ROW Area, any use, activity or thing within the Pipeline ROW Area that would materially interfere with, disrupt or delay the exercise of the Easement Rights, or that imperils the safety or security of the Pipeline or any person or property associated therewith, and includes the use of any part of the Pipeline ROW Area for any Improvement that is not a Permitted Improvement; and
- (b) as to the Temporary Workspace Area, any use, activity or thing within the Temporary Workspace Area that would materially interfere with, disrupt or delay the exercise of the Easement Rights, or that imperils the safety or security of the Pipeline or any person or property associated therewith.

“LTO” means the land registry or land titles office in which land transactions affecting the Lands of the Owner may be deposited, registered, recorded or filed.

“NEB Act” means the *National Energy Board Act* (Canada), and regulations thereunder, all as amended or replaced from time to time.

“Owner” means the Registered Owner or occupant or other person interested in the Lands of the Owner, or all of them, where the context so requires.

“Permitted Improvement” means an Improvement within the Pipeline ROW Area for which there is an Approval and for which there has been compliance with any conditions that are part of that Approval.

“Pipeline” means a pipeline for which Trans Mountain has approval under the NEB Act for the transportation, storage and handling of oil, other liquid or gaseous hydrocarbons, and any products or by-products thereof together with all installations, equipment, fittings and facilities included in, associated with, appurtenant, affixed or incidental thereto, including all such pipes, drips, valves, fittings, connections, meters and cathodic protection equipment, and telecommunication and electrical facilities used for or in the operation and maintenance of the pipeline.

“Pipeline Construction” means the initial construction and installation of the Pipeline within the Pipeline ROW Area.

“Pipeline ROW Area Restoration” means the restoration of any part of the Pipeline ROW Area or anything within it disturbed by the exercise of the Pipeline ROW Area Rights in accordance with the following, if and to the extent applicable:

- (a) cause all construction debris to be removed from the Pipeline ROW Area;

(b) replace all topsoil removed from, grade and contour and otherwise restore the Pipeline ROW Area so it is suitable for its use as a pipeline right of way and any prior use thereof that is not an Incompatible Use; and

(c) restore Permitted Improvements within the Pipeline ROW Area.

“Placed Soil” means Soil that has been deposited, dumped or placed on land.

“Registered Owner” means the owner of the fee simple estate in the Lands of the Owner.

“Soil” means soil, fill, earth, sand, gravel, and other material of any kind or nature of which land is composed.

“Temporary Workspace Area Restoration” means the restoration of any part of the Temporary Workspace Area or anything within it disturbed by the exercise of the Temporary Workspace Area Rights in accordance with the following, if and to the extent reasonably practicable:

(a) cause all construction debris to be removed from the Temporary Workspace Area;

(b) replace all topsoil removed from, grade and contour and otherwise restore the Temporary Workspace Area so it is suitable for any prior use thereof; and

(c) restore pre-existing Improvements within the Temporary Workspace Area.

“Trans Mountain” means Trans Mountain Pipeline ULC.

“Vegetation” means trees, shrubs, nursery stock and other vegetation and includes the limbs or growth of any Vegetation.

“within” means across, over, under, in, through and on.

Exhibit "D"

Copy of the Current Certificate of Title for the Lands of the Owner



LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL TITLE NUMBER
 0024 382 533 5;5;53;17;NE 972 313 891

LEGAL DESCRIPTION

FIRST:

MERIDIAN 5 RANGE 5 TOWNSHIP 53
 SECTION 17
 LEGAL SUBDIVISIONS 15 AND 16
 CONTAINING 32.4 HECTARES (80 ACRES) MORE OR LESS
 EXCEPTING THEREOUT:

		HECTARES	(ACRES)	MORE OR LESS
A)	PLAN 630AU ROAD	0.809	2.00	
B)	PLAN 2945EO ROAD	0.405	1.00	
C)	PLAN 5160JY ROAD	5.00	12.34	
D)	PLAN 8222092 ROAD	0.817	2.02	

EXCEPTING THEREOUT ALL MINES AND MINERALS

SECONDLY:

MERIDIAN 5 RANGE 5 TOWNSHIP 53
 SECTION 17
 ALL THOSE PORTIONS OF LEGAL SUBDIVISIONS 9 AND 10
 WHICH ARE NOT COVERED BY THE WATERS OF WABAMUN LAKE, AS SHOWN ON A PLAN OF
 SURVEY OF THE SAID TOWNSHIP SIGNED AT OTTAWA ON THE 4TH DAY OF JULY A.D. 1906
 CONTAINING 30.6 HECTARES (75.6 ACRES) MORE OR LESS
 EXCEPTING THEREOUT:

		HECTARES	(ACRES)	MORE OR LESS
A)	PLAN 6091V RAILWAY	5.00	12.35	
B)	ALL THAT PORTION NOT COVERED BY THE WATERS OF SAID WABAMUN LAKE WHICH LIES SOUTH OF THE SOUTHERLY LIMIT OF THE RIGHT OF WAY OF THE GRANDE TRUNK PACIFIC RAILWAY, AS SHOWN ON RAILWAY PLAN 6091V CONTAINING.....	2.20	5.50	
C)	PLAN 9320307 DESCRIPTIVE	2.024	5.00	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: PARKLAND COUNTY

REFERENCE NUMBER: 932 037 560 +1

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION

972 313 891	14/10/1997	TRANSFER OF LAND	\$150,000	\$150,000

OWNERS

DAVID D THOMAS

AND

JANE HURL

BOTH OF:

BOX 269

SEBA BEACH

ALBERTA T0E 2B0

AS JOINT TENANTS

(DATA UPDATED BY: CHANGE OF ADDRESS 022377865)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
7302JB	12/08/1952	UTILITY RIGHT OF WAY GRANTEE - TRANS MOUNTAIN PIPELINE INC. AS TO PORTION OR PLAN:3640HW "DATA UPDATED BY: 952066986 MARCH 15, 1995" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 072281467)
6841KU	13/12/1957	UTILITY RIGHT OF WAY GRANTEE - ALTALINK MANAGEMENT LTD. 2611 - 3 AVE SE CALGARY ALBERTA T2A7W7 AS TO PORTION OR PLAN:3817KS (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 022189539) (DATA UPDATED BY: CHANGE OF ADDRESS 092058490)
752 129 170	19/09/1975	UTILITY RIGHT OF WAY GRANTEE - WEST PARKLAND GAS CO-OP LTD.
882 079 934	19/04/1988	CAVEAT RE : SEE INSTRUMENT CAVEATOR - ALTALINK MANAGEMENT LTD. 2611 - 3 AVE SE CALGARY ALBERTA T2A7W7 (DATA UPDATED BY: TRANSFER OF CAVEAT 022192096) (DATA UPDATED BY: CHANGE OF ADDRESS 092058293)
022 290 269	08/08/2002	MORTGAGE MORTGAGEE - YELLOWHEAD CREDIT UNION LTD. BOX 239

(CONTINUED)

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ENTWISTLE
ALBERTA T0E0S0
ORIGINAL PRINCIPAL AMOUNT: \$188,700

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF
SEPTEMBER, 2017 AT 08:26 A.M.

ORDER NUMBER: 33658361

CUSTOMER FILE NUMBER: 12012



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

Exhibit "E"

Copy of section 56 of the Rules

National Energy Board Rules of Practice and Procedure, 1995, SOR/95-2008

Section 56

Written Objection

56. (1) An owner of lands for which a right of entry order is sought who wishes to object to the application shall file the objection with the Board no later than ten days after the date that the application is served on the owner by the company.
- (2) Where an owner of lands files an objection in accordance with subsection (1), the owner shall, on the same day that the objection is filed with the Board, serve the objection on the company at the address shown in the notice served on the owner by the company.
- (3) A company that receives an objection under subsection (2) shall file with the Board a reply to the objection, or a statement that it does not wish to respond to the objection, within seven days after the date that the objection is served on the company by the owner of the lands.
- (4) Where a company files a reply to an objection, the company shall serve the reply on the owner of the lands on the same day that the reply is filed with the Board.

SOR/2001-30, s. 1.

Exhibit "F"

SUMMARY OF THE LAND NEGOTIATION PROCESS

Registered Owner: David D Thomas
Jane Hurl

Occupant: James Scott
Susan Van Dewiel

(Registered Owner and Occupant collectively referred to as
"Owner")

Tract Number and Legal Description: 332 / Lsd 15 & 16, Ptn. Lsd 9 & 10 of 17-53-5-W5M

Subsection 87(1) Notice: February 21, 2017
October 25, 2017

Subsection 34(1)(a) Notice: April 24, 2017

Subsection 104(2) Notice: March 29, 2018
April 3, 2018

Summary of Consultations

Trans Mountain or its agent, Progress Land Services Ltd. (Progress), has engaged with the Owner on an ongoing basis. Over this time, a variety of issues were discussed.

Trans Mountain submits that the only issue that remains outstanding in relation to its acquisition of an interest in the Lands of the Owner for the purposes of its pipeline is that of compensation.

Trans Mountain submits that the issue of compensation is properly dealt with according to the scheme provided for the negotiation and/or arbitration of such matters under the *National Energy Board Act*.

The following table provides an overview (not necessarily exhaustive) of the communications between the responsible land agent, on behalf of Trans Mountain, and the Owner:

Date	Summary of Discussions
Aug 1/12	Land Agent, B. Lepage, phoned Landowners, D. Thomas and J. Hurl.
Aug 3/12	J. Hurl phoned B. Lepage to arrange a meeting.
Aug 3/12	Meeting with B. Lepage, J. Hurl and D. Thomas to discuss the Project.
Aug 7/12	B. Lepage phoned B. Chyz, occupant, to arrange a meeting.
Aug 20/12	B. Lepage phoned B. Chyz to arrange a meeting.
Aug 23/12	Meeting with B. Lepage and B. Chyz to discuss the Project.
Apr 3/14	Land Agent, C. Aldrich, phoned new occupant, J. Scott and arranged a meeting.
Apr 4/14	Meeting with C. Aldrich, J. Scott and S. Van Dewiel, occupant, to discuss the Project.
May 26/15	Land Agent, M. Martel, met with J. Hurl and D. Thomas to discuss the Project.
Nov 8/15	M. Martel phoned J. Hurl and D. Thomas.
Feb 17/16	M. Martel phoned D. Thomas to discuss the Project.
Feb 29/16	M. Martel met with J. Scott to discuss the Project.
Jul 4/16	M. Martel phoned D. Thomas to discuss compensation.
Jan 13/17	S. Smyth, land agent, called M. Niven, counsel for D. Thomas and J. Hurl to discuss the Project.
Jan 13/17	M. Niven advised J. Andries, land agent, of new counsel for D. Thomas and J. Hurl.
Feb 2/17	S. Smyth phoned E. Chipiuk, counsel for D. Thomas and J. Hurl, to discuss the Project.
Feb 2/17	E. Chipiuk emailed S. Smyth; S. Smyth emailed E. Chipiuk.

Date	Summary of Discussions
Feb 2/17	S. Smyth emailed E. Chipiuk regarding the Project.
Feb 9/17	E. Chipiuk emailed S. Smyth to arrange a meeting.
Feb 13/17	S. Smyth responded to E. Chipiuk to arrange a meeting.
Feb 21/17	Meeting with S. Smyth, E. Chipiuk and D. Mallon, landowner counsel, to discuss the Project and compensation.
Mar 24/17	S. Smyth called E. Chipiuk regarding service of section 34 notice.
Mar 24/17	S. Smyth emailed E. Chipiuk regarding service of section 34 notice.
Mar 27/17	E. Chipiuk emailed S. Smyth regarding service of section 34 notice.
Mar 28/17	E. Chipiuk emailed Smyth regarding service of section 34 notice.
Mar 29/17	S. Smyth emailed E. Chipiuk regarding service of section 34 notice.
Mar 30/13	E. Chipiuk emailed S. Smyth regarding service of section 34 notice.
Apr 4/17	S. Smyth emailed E. Chipiuk regarding section 34 notice.
Apr 21/17	S. Smyth phoned E. Chipiuk regarding section 34 notice.
Apr 22/17	E. Chipiuk emailed S. Smyth regarding section 34 notice.
Apr 24/17	S. Smyth emailed E. Chipiuk regarding section 34 notice.
Apr 24/17	S. Smyth met with E. Chipiuk to serve section 34 notice.
May 5/17	E. Chipiuk emailed S. Smyth regarding compensation.
May 8/17	S. Smyth emailed E. Chipiuk regarding compensation.
May 17/17	E. Chipiuk emailed S. Smyth regarding compensation.
May 18/17	S. Smyth emailed E. Chipiuk regarding compensation.
Jul 10/17	S. Smyth emailed E. Chipiuk regarding compensation.
Aug 1/17	E. Chipiuk emailed S. Smyth regarding compensation.
Aug 4/17	S. Smyth emailed E. Chipiuk regarding compensation.
Aug 24/17	E. Chipiuk emailed S. Smyth regarding compensation and the Project.
Sept 20/17	S. Smyth emailed E. Chipiuk regarding the Project.
Oct 11/17	E. Chipiuk emailed S. Smyth regarding the Project.
Oct 12/17	E. Chipiuk emailed S. Smyth regarding the Project.
Oct 13/17	J. Andries emailed E. Chipiuk regarding the Project.
Oct 16/17	E. Chipiuk emailed J. Andries regarding the Project.
Oct 25/17	Manda Harding, land administrator, sent the Section 87 notice to S. Van Dewiel and J. Scott, via registered mail.
Nov 14/17	S. Smyth emailed E. Chipiuk to arrange a meeting.
Nov 21/17	E. Chipiuk emailed S. Smyth regarding compensation.
Nov 30/17	S. Smyth emailed E. Chipiuk regarding compensation; E. Chipiuk emailed S. Smyth regarding compensation.
Dec 7/17	J. Andries phoned and emailed E. regarding compensation.
Mar 27/18	J. Andries emailed E. Chipiuk regarding the s104 notice.
Mar 28/18	S. Smyth phoned J. Scott to arrange a meeting and service of the s104 notice.
Mar 29/18	Meeting with S. Smyth, J. Scott and S. Van Dewiel to discuss the Project and serve the s104 notice.
Apr 3/18	J. Andries served the s104 notice on D. Thomas and J. Hurl via email to E. Chipiuk.

Exhibit "G"

National Energy Board Template for Objection to Application for Right of Entry



Objection to an Application for Right of Entry

YOUR OBJECTION MUST BE FILED WITH THE NEB **WITHIN 10 CALENDAR DAYS** OF YOUR RECEIPT OF THE RIGHT OF ENTRY APPLICATION. This completed form and any attachments you provide the NEB must also be sent to the company at the address provided in the Right of Entry application.

You can complete this form online, save it on your computer, and e-file it through the NEB's Regulatory Documents link on the NEB website (www.neb-one.gc.ca). In the alternative, you can print this form and mail or fax it to:

National Energy Board
Suite 210, 517 Tenth Avenue SW
Calgary, AB T2R 0A8
Fax: 403-292-5503 Toll Free Fax: 1-877-288-8803

If you have process questions, contact the NEB toll free at 1-800-899-1265 and ask to speak to a Process Advisor.

Alternative Dispute Resolution

The Board's Alternative Dispute Resolution (ADR) services are available to assist parties to reach resolution of outstanding issues outside of the regulatory process. To take advantage of ADR, both the landowner and the company must agree to take part. This process is voluntary and facilitated by trained Board staff, or by another neutral third party.

Would you like the ADR Coordinator contact you to discuss the possibility of using ADR?

Yes No

Project Information

Company Name:
Project Name:

Land Information

Legal description of lands this objection pertains to:
Are you a registered landowner? Yes No
If not, please describe your interest in the lands (e.g., tenant, lease holder, occupier, other):

Your Contact Information

Name:	Address:
Title:	City:
Organization:	Province:
Telephone:	Postal Code:
Facsimile:	Email:
Address for Personal/Courier Service: (if different from mailing address)	
Telephone:	
Address:	

Authorized Representative Contact Information

If you do not have an authorized representative, please leave blank

Name:	Address:
Title:	City:
Organization:	Province:
Telephone:	Postal Code:
Facsimile:	Email:
Address for Personal/Courier Service: (if different from mailing address)	
Telephone:	
Address:	

Details of Your Objection

Please describe your reason(s) for objecting to the Right of Entry application and provide supporting documents where possible.

You may provide comments on the order terms and conditions that the company proposed, or submit your own proposed terms or conditions to be included in the order, should the Board decide to grant the company's right of entry application.

Note that the NEB does not have jurisdiction over compensation matters. If you do not agree with the company with respect to compensation matters, you can contact Natural Resources Canada.

Pipeline Arbitration Secretariat
Natural Resources Canada
580 Booth Street, 17th Floor
Ottawa, Ontario K1A 0E4

Phone: 343-292-6216
Fax: 613-992-0614
E-mail: PAS-SAP@NRCan-RNCan.gc.ca
Website: <http://www.pas.nrcan.gc.ca>

Print Name:
Signature:
Date of this Objection (DD MM YYYY):

The company has up to **7 calendar days** to reply to your written objection. The company must file its response to your objection with the Board and provide you with a copy.

Exhibit "H"

NEB Filing Inventory

1. Land Description

	Application PDF Page No.
Landowner(s): David D Thomas and Jane Hurl	Various
Land Description (short form): Lsd 15 & 16, Ptn. Lsd 9 & 10 of 17-53-5-W5M	Various
Description (including area) of permanent and temporary workspace as applicable: New Right of Way: 1.44 Ha / 3.56 Ac Temporary Workspace: 2.829 Ha / 6.99 Ac	Various

2. Application pursuant to section 104(1) of the NEB Act (Application)

Legislation	Filing Requirement	In Application? References (Application PDF Pg. No.)	Not in Application? Explanation
The Rules 55(3)	a. Confirm the Application includes:		
The Rules 55(3)(a)	i) Copy of the s.104(2) Notice(s)	7-23	
The Rules 55(3)(b)(i)	ii) Evidence that s.104(2) Notice was served on landowner not less than 30 days and not more than 60 days prior to filing the application with the Board	25-26	
The Rules 55(3)(b)(ii)	iii) Evidence that s.104(2) Notice was served on landowner in accordance with subsection 8(8) of the Rules or in any manner ordered by the Board under the <i>National Energy Board Substituted Service Regulations</i>	25-26	
	<ul style="list-style-type: none"> • Provide REGDOC link to Substituted Service Order • Provide date substituted service was effected 		
The Rules 55(3)(c)	iv) A schedule that contains a description of:		
The Rules 55(3)(c)(i)	a) Lands in respect of which the order is sought	28	
The Rules 55(3)(c)(ii)	b) Rights, titles or interests applied for in respect of the lands	28-35	
The Rules 55(3)(c)(iii)	c) Any rights, obligations, restrictions or terms	28-35	
The Rules 55(3)(c)(iii)(A)	<ul style="list-style-type: none"> • Rights, titles, or interests applied for in respect of the lands 		
The Rules 55(3)(c)(iii)(B)	<ul style="list-style-type: none"> • Any remaining interest(s) 		
The Rules 55(3)(c)(iii)(C)	<ul style="list-style-type: none"> • Any adjacent lands of the landowner 		
The Rules 55(3)(d)	v) Current abstract of title to the lands, a certified copy of the certificate of title to the lands or a certified statement of rights registered in the land registers for the lands	37-39	
The Rules 55(3)(e)	vi) Copy of section 56 of the <i>NEB Rules of Practice and Procedure</i>	41	
The Rules 55(3)(f)	Confirm that Trans Mountain will file proof of service, indicating method of service, when the application, including the information set out in section 55 of the Rules, has been served on the landowner	Yes	

Legislation	Filing Requirement	In Application? References (Application PDF Pg. No.)	Not in Application? Explanation
	Indicate the requested number of certified copies of the right of entry order, should the application be approved:		3

3. Notice pursuant to section 104(2) of the NEB Act [s.104(2) Notice]

Legislation	Filing Requirement	Enter Dates	
The Rules 55(3)(a)	a. Date(s) s.104(2) Notice was served on landowner(s):		
NEB Act s.104(2)	b. Confirm that each s.104(2) Notice included:	In Application? References (Application PDF Pg. No.)	Not in Application? Explanation
NEB Act s.104(2)(a)	i) Date the company intends to make its application to the Board pursuant to section 104(1) of the NEB Act	9	
NEB Act s.104(2)(b)	ii) Date the company wishes to enter the lands	9	
NEB Act s.104(2)(c)	iii) Address of the NEB for any objection	10	
NEB Act s.104(2)(d)	iv) Description of landowner's right to advance of compensation	10	
NEB Act s.104(2)(d)	v) Amount of the advance of compensation	10	

4. Notice pursuant to section 87(1) of the NEB Act [s.87(1) Notice]

Guidance	Filing Requirement	
NEB Filing Manual Guide V	Date(s) s.87 Notice was served on Landowner(s):	February 21, 2017 and October 25, 2017
	Confirm that the location, dimension, and nature of the land rights (permanent and temporary) described in this s.87(1) Notice are identical to what was served in the s.104(2) Notice.	No, as a result of ongoing construction planning since service of the s. 87(1) Notice, Trans Mountain has made changes to the area of temporary workspace required for the Project. The areas for which access is sought by right of entry order are identified in the Individual Ownership Plan.
	Confirm whether substituted service was used for serving the s.87(1) Notice	No

5. Notice pursuant to section 34(1)(a) of the NEB Act (s.34(1)(a) Notice)

Guidance	Filing Requirement		
	PPBoR Sheet Number:	M002-PM03006-023	
	PPBoR REGDOC Link:	A5U9E3	
NEB Filing Manual Guide V	Date(s) of service of s.34(1)(a) Notice on landowner(s)	April 24, 2017	
	Confirm whether a written statement of opposition was filed. If yes, enter REGDOCS Link and filing date	No	
	Confirm whether substituted service was used for serving the s.34(1)(a) Notice	No	

6. Land Negotiation Process Conducted with Landowner

Guidance	Filing Requirement	In Application? References (Application PDF Pg. No.)	Not in Application? Explanation
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Guidance	Filing Requirement	In Application? References (Application PDF Pg. No.)	Not in Application? Explanation
NEB Filing Manual Guide V	Summary of land negotiation process, including dates of meetings with the landowner(s)	42-43	
NEB Filing Manual Guide V	Discussion of outstanding issues and the reason(s) that a voluntary agreement could not be reached	42	