
Trans Mountain Expansion Project

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

April 30, 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)
File OF-Fac-Oil-T260-2013-03-ROE 01
Jim Robinson Contracting Ltd. (Owner)
Short Legal: Ptn. of SW 31-53-12-W5M / Tract #451 (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 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 that reads 'Scott Stoness'.

Scott Stoness, Vice President, Regulatory and Compliance
Encl.

cc. Owner (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

April 30th, 2018

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

And to: Jim Robinson Contracting Ltd.
Attention: Jim Robinson
Box 606
Carrot Creek, Alberta Canada T0E 0G0

(the "**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 August 7, 2014, 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 March 24, 2017, Trans Mountain served notice on the Owner pursuant to section 34 of the Act in relation to the detailed route of the Project.
5. On March 14, 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 30th day of April, 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

February 23, 2018

Jim Robinson Contracting Ltd.
Attention: Jim Robinson
Box 606
Carrot Creek, Alberta Canada T0E 0G0

To: Jim Robinson Contracting Ltd.

**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: Ptn. of SW 31-53-12-W5M / Tract #451 (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.

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.

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: **Jim Robinson Contracting Ltd.**

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

1. Take notice that the Applicant intends to make an application to the National Energy Board (the "**Board**") on March 26, 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 **Owner** the sum of \$4,200.00 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, 23rd day of February, 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

Ptn. of SW 31-53-12-W5M

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

- (a) That portion of the Lands of the Owner containing 0.175 Ha / 0.43 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 2.08 Ha / 5.14 Ac, more or less, shown as Temporary Workspace 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.

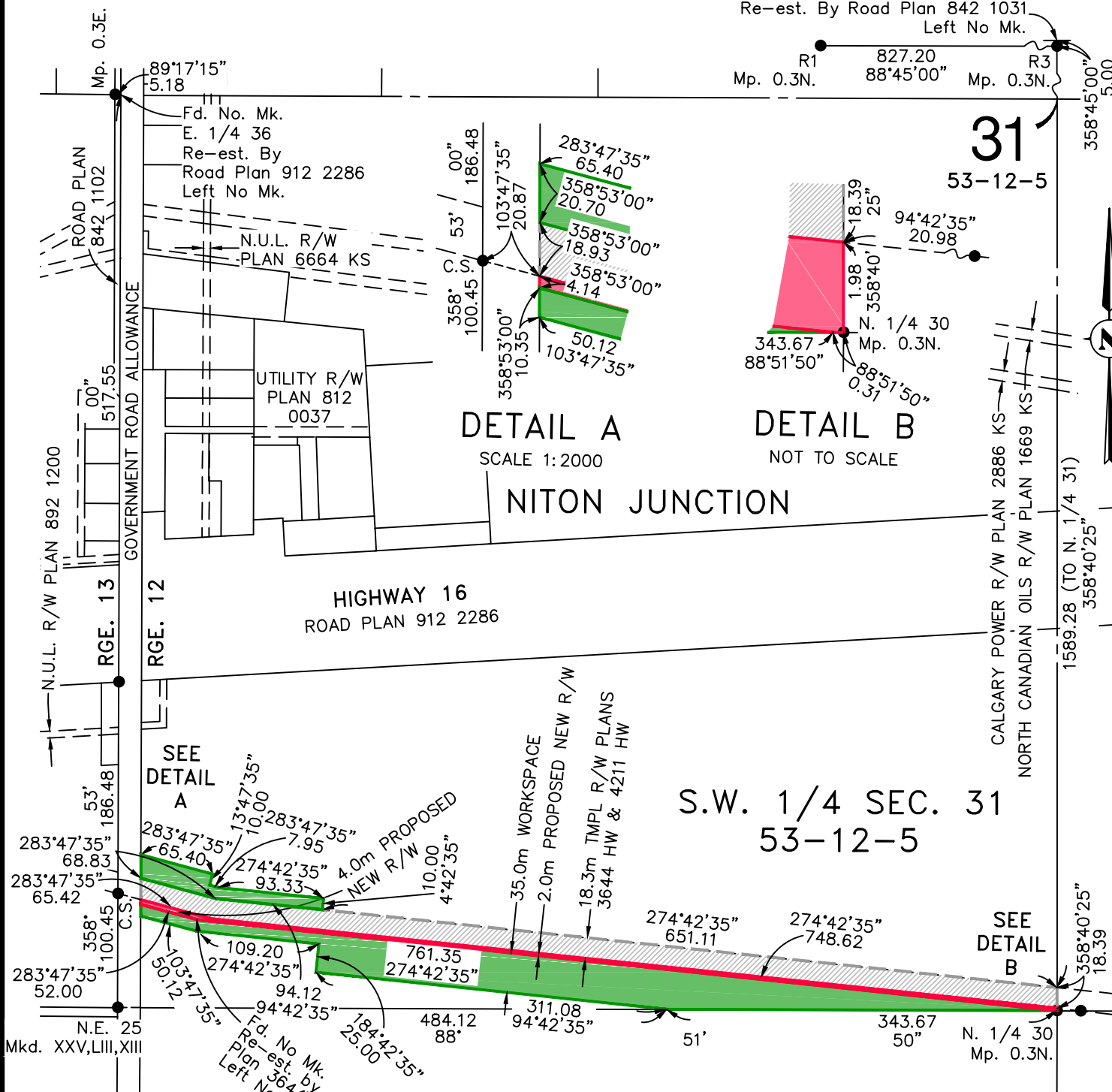
Tract: 451
Ptn. of SW 31-53-12-W5M
Jim Robinson Contracting Ltd.

APPENDIX A

INDIVIDUAL OWNERSHIP PLAN OF THE LANDS OF THE OWNER

INDIVIDUAL OWNERSHIP PLAN

Fd. No Mk., N. 1/4 31
Re-est. By Road Plan 842 1031
Left No Mk.






DETAIL A
SCALE 1:2000

DETAIL B
NOT TO SCALE

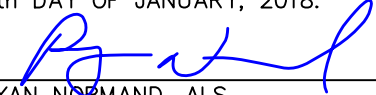
NITON JUNCTION

S.W. 1/4 SEC. 31
53-12-5

C. OF T.: 122 250 624
OWNER(S): JIM ROBINSON CONTRACTING LTD.
AREA REQUIRED FOR NEW R/W: 0.175 ha (0.43 Ac.)
AREA REQUIRED FOR TEMPORARY WORKSPACE: 2.08 ha (5.14 Ac.)
AREA TO BE USED FOR TMEP WITHIN R/W PLANS 3644 HW & 4211 HW: 1.49 ha (3.68 Ac.)

STATUTORY IRON POSTS FOUND SHOWN ●
DISTANCES ARE IN METRES
NEW R/W IS OUTLINED THUS: 
TEMPORARY WORKSPACE IS OUTLINED THUS: 
AREA TO BE USED FOR TMEP WITHIN EXISTING TMPL R/W IS OUTLINED THUS: 

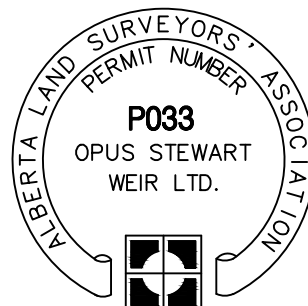
THIS PLAN CERTIFIED CORRECT THIS 30th DAY OF JANUARY, 2018.


RYAN NORMAND, ALS

TRACT NUMBER: 451

TRANS MOUNTAIN PIPELINE ULC

INDIVIDUAL OWNERSHIP PLAN SHOWING
PROPOSED PIPELINE RIGHT OF WAY
AND TEMPORARY WORKSPACE
WITHIN
PORTION OF S.W. 1/4 SEC. 31
TWP. 53 - RGE. 12 - W. 5M.
YELLOWHEAD 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"

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, Chris Thomas, 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 14th day of March 2018, serve

Jim Robinson Contracting Ltd Per: Jim Robinson

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 Jim Robinson Contracting Ltd Per: Jim Robinson
(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 _____.

Chris Thomas
Signature

Sworn before me at the City
of Edmonton
in the Province of Alberta
this 16 day of March 2018.)

Trisha Lucas
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

Ptn. of SW 31-53-12-W5M

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

- (a) That portion of the Lands of the Owner containing 0.175 Ha / 0.43 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 2.08 Ha / 5.14 Ac, more or less, shown as Temporary Workspace 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.

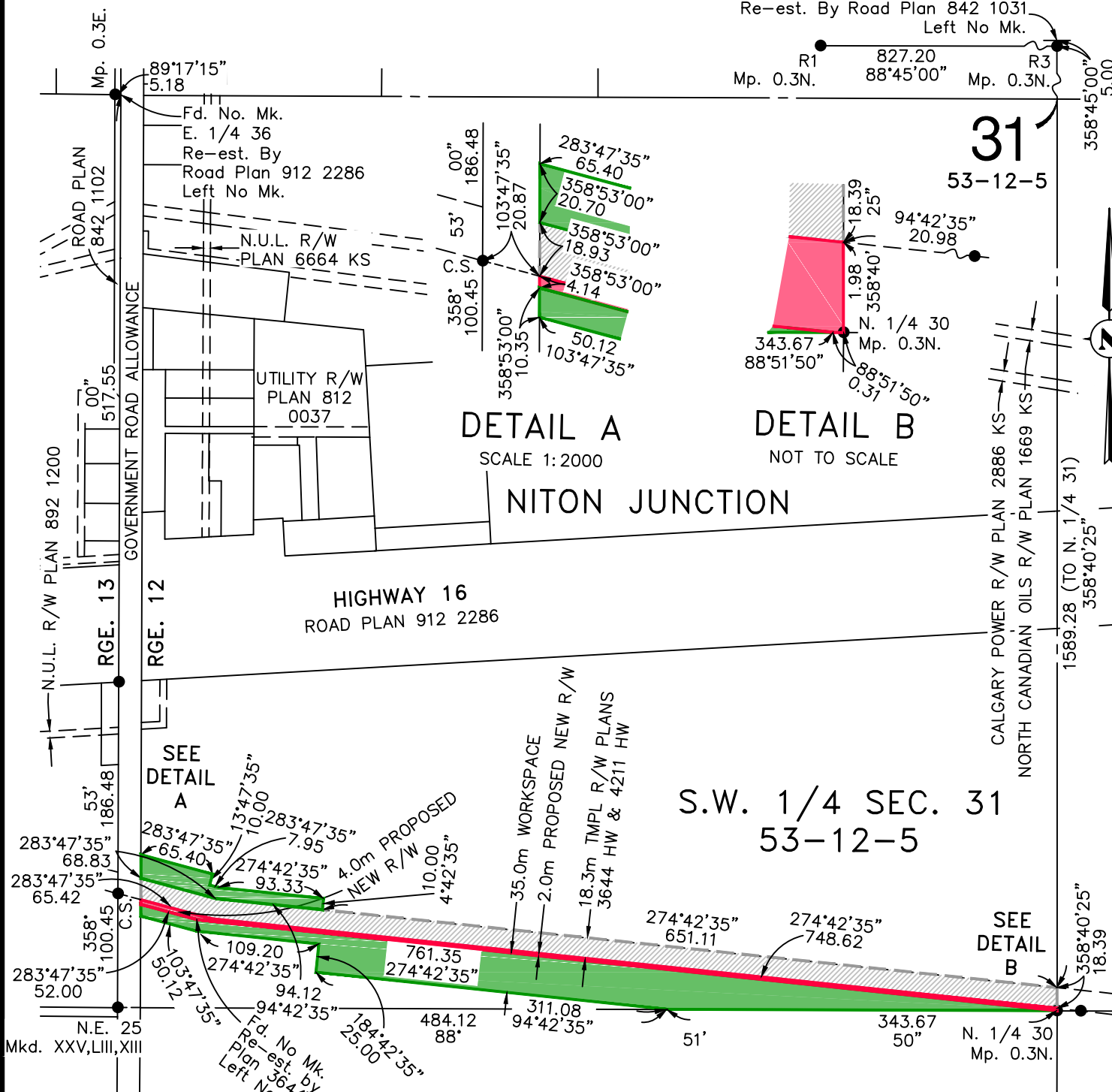
Tract: 451
Ptn. of SW 31-53-12-W5M
Jim Robinson Contracting Ltd.

APPENDIX A

INDIVIDUAL OWNERSHIP PLAN OF THE LANDS OF THE OWNER

INDIVIDUAL OWNERSHIP PLAN

Fd. No Mk., N. 1/4 31
Re-est. By Road Plan 842 1031
Left No Mk.






DETAIL A
SCALE 1:2000

DETAIL B
NOT TO SCALE

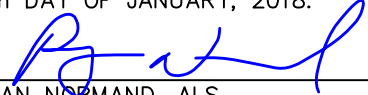
NITON JUNCTION

S.W. 1/4 SEC. 31
53-12-5

C. OF T.: 122 250 624
OWNER(S): JIM ROBINSON CONTRACTING LTD.
AREA REQUIRED FOR NEW R/W: 0.175 ha (0.43 Ac.)
AREA REQUIRED FOR TEMPORARY WORKSPACE: 2.08 ha (5.14 Ac.)
AREA TO BE USED FOR TMEP WITHIN R/W PLANS 3644 HW & 4211 HW: 1.49 ha (3.68 Ac.)

STATUTORY IRON POSTS FOUND SHOWN ●
DISTANCES ARE IN METRES
NEW R/W IS OUTLINED THUS: 
TEMPORARY WORKSPACE IS OUTLINED THUS: 
AREA TO BE USED FOR TMEP WITHIN EXISTING TMPL R/W IS OUTLINED THUS: 

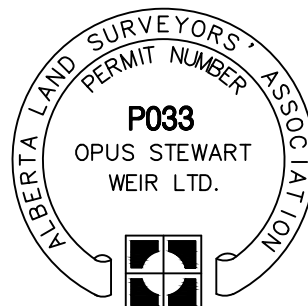
THIS PLAN CERTIFIED CORRECT THIS 30th DAY OF JANUARY, 2018.


RYAN NORMAND, ALS

TRACT NUMBER: 451

TRANS MOUNTAIN PIPELINE ULC

INDIVIDUAL OWNERSHIP PLAN SHOWING
PROPOSED PIPELINE RIGHT OF WAY
AND TEMPORARY WORKSPACE
WITHIN
PORTION OF S.W. 1/4 SEC. 31
TWP. 53 - RGE. 12 - W. 5M.
YELLOWHEAD 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
0022 184 246 5;12;53;31;SW 122 250 624

LEGAL DESCRIPTION

MERIDIAN 5 RANGE 12 TOWNSHIP 53
SECTION 31
ALL THAT PORTION OF THE SOUTH WEST QUARTER
WHICH LIES SOUTH OF THE SOUTH LIMIT OF THE RIGHT OF WAY OF
THE CANADIAN NORTHERN ALBERTA RAILWAY AS SHOWN ON RAILWAY
PLAN 6097AQ
CONTAINING 29.8 HECTARES (73.93 ACRES) MORE OR LESS
EXCEPTING THEREOUT :
A. 1.14 HECTARES (2.83 ACRES) MORE OR LESS
AS SHOWN ON ROAD PLAN 3224JY
B. 3.50 HECTARES (8.64 ACRES) MORE OR LESS
FOR ROAD PLAN 8522342
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: YELLOWHEAD COUNTY

REFERENCE NUMBER: 092 352 182

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
122 250 624	01/08/2012	TRANSFER OF LAND	\$185,000	\$185,000

OWNERS

JIM ROBINSON CONTRACTING LTD.
OF BOX 606
CARROT CREEK
ALBERTA T0E 0G0

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
122 250 624

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
3306JE	04/10/1952	UTILITY RIGHT OF WAY GRANTEE - TRANS MOUNTAIN PIPELINE INC. AS TO PORTION OR PLAN:3644HW (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 072281355)
7122JH	04/06/1953	UTILITY RIGHT OF WAY GRANTEE - TRANS MOUNTAIN PIPELINE INC. AS TO PORTION OR PLAN:3644HW (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 072281439)
6455JJ	08/10/1953	MORTGAGE OF UTILITY RIGHT OF WAY MORTGAGEE - MONTREAL TRUST COMPANY. AFFECTS INSTRUMENT: 7122JH
4758LT	26/05/1960	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD. 10035-105 ST EDMONTON ALBERTA T5J2V6 AS TO PORTION OR PLAN:6664KS (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 012027406)
882 211 313	09/09/1988	UTILITY RIGHT OF WAY GRANTEE - ATCO GAS AND PIPELINES LTD. 10035-105 ST EDMONTON ALBERTA T5J2V6 "DISCHAGRED EXCEPT AS TO PLAN 8921200, 892314709, 01 12 1989" (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 012020057)
972 167 665	11/06/1997	CAVEAT RE : UTILITY RIGHT OF WAY CAVEATOR - FORTISALBERTA INC. 320-17 AVE SW CALGARY ALBERTA T2S2V1 (DATA UPDATED BY: TRANSFER OF CAVEAT 002360731) (DATA UPDATED BY: CHANGE OF NAME 042526788)
122 250 625	01/08/2012	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. C/O BOX 6418 EDSON

(CONTINUED)

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T7E1T8
ORIGINAL PRINCIPAL AMOUNT: \$139,000

TOTAL INSTRUMENTS: 007

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 10:00 A.M.

ORDER NUMBER: 33660012

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: Jim Robinson Contracting Ltd. (the "Owner")
Tract Number and Legal Description: 451 / Ptn. of SW 31-53-12-W5M (the "Lands")
Subsection 87(1) Notice: August 7, 2014
Subsection 34(1)(a) Notice: March 24, 2017
Subsection 104(2) Notice: March 14, 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
June 12/12	C. Aldrich phoned and talked to Landowner, C. Kranzler and scheduled meeting.
Jun 15/12	C. Aldrich met with C. Kranzler to discuss project-related matters and upcoming property sale and to provide materials. Survey consent form signed.
June 26/12	C. Aldrich phoned Purchaser, J. Robinson and left a message.
June 28/12	C. Aldrich received a phone call from J. Robinson and scheduled meeting.
July 3/12	C. Aldrich met with J. Robinson and to discuss project-related matters and to provide materials. Survey consent form signed.
Sept 11/12	C. Aldrich phoned and talked to J. Robinson and scheduled meeting.
Sept 12/12	C. Aldrich met with J. Robinson and signed a new survey consent form to reflect the transfer of ownership to Jim Robinson Contracting Ltd. The introduction letter was delivered to J. Robinson at this time.
Aug 7/14	Land Agent, D. Goruk, called and met with J. Robinson to review project documents and serve Section 87 notice.
Aug 11/14	D. Goruk phoned J. Robinson and left a voice message.
Aug 12/14	D. Goruk phoned J. Robinson and left a voice message.
Aug 13/14	D. Goruk phoned J. Robinson and left a voice message.
Aug 14/14	D. Goruk phoned J. Robinson and left a voice message.
Aug 15/14	D. Goruk phoned J. Robinson and left a voice message.
Aug 26/14	D. Goruk phoned and talked to J. Robinson and discussed compensation matters.
Sept 27/14	D. Goruk phoned and talked to J. Robinson and discussed compensation matters.
Nov 15/14	D. Goruk phoned J. Robinson and left a voice message regarding new land agent.
Jan 28/16	Land Agent, M. Martel, met with J. Robinson and discussed zoning changes, highway work and compensation matters.
Apr 18/16	M. Martel met with J. Robinson and discussed zoning changes, highway work and compensation matters.
Mar 26/17	C. Thomas called J. Robinson and scheduled meeting.

Date	Summary of Discussions
Mar 27/17	C. Thomas met with J. Robinson and went through the Section 34 Notice and discussed compensation matters.
Nov 7/17	C. Thomas called and spoke to J. Robinson about compensation matters.
Mar 13/18	C. Thomas spoke to J. Robinson over the phone and scheduled meeting.
Mar 14/18	C. Thomas met with J. Robinson to discuss the Section 104 notice and compensation matters.

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): Jim Robinson Contracting Ltd.	Various
Land Description (short form): Ptn. of SW 31-53-12-W5M	Various
Description (including area) of permanent and temporary workspace as applicable: New Right of Way: 0.175 Ha / 0.43 Ac Temporary Workspace: 2.08 Ha / 5.14 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)	7-18	
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	20	
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>	20	
	<ul style="list-style-type: none"> Provide REGDOC link to Substituted Service Order 		
	<ul style="list-style-type: none"> 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	22	
The Rules 55(3)(c)(ii)	b) Rights, titles or interests applied for in respect of the lands	22-23	
The Rules 55(3)(c)(iii)	c) Any rights, obligations, restrictions or terms	23-25	
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	31-33	
The Rules 55(3)(e)	vi) Copy of section 56 of the <i>NEB Rules of Practice and Procedure</i>	35	
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	
	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		
The Rules 55(3)(a)	a. Date(s) s.104(2) Notice was served on landowner(s):	March 14, 2018	
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):	August 7, 2014	
	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. Because of the multiple pipeline rights granted under the right-of-way agreement for the existing Trans Mountain Pipeline, Trans Mountain is now only seeking right of entry for the additional land rights that are strictly required for the Project. Further, 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-PM03006-045 R1	
	PPBoR REGDOC Link:	A86523-8	
NEB Filing Manual Guide V	Date(s) of service of s.34(1)(a) Notice on landowner(s)	March 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
NEB Filing Manual Guide V	Summary of land negotiation process, including dates of meetings with the landowner(s)	36-37	
NEB Filing Manual Guide V	Discussion of outstanding issues and the reason(s) that a voluntary agreement could not be reached	36	