



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trade-mark Agents
855 - 2nd Street S.W.
Suite 3500, Bankers Hall East Tower
Calgary AB T2P 4J8 Canada
Tel: 403-260-9600 Fax: 403-260-9700

FILED ELECTRONICALLY

May 19, 2020

Canada Energy Regulator
517 – 10th Avenue SW
Calgary, AB T2R 0A8

Attention: Louise George, Secretary of the Commission

Dear Ms. George:

**Re: Trans Mountain Pipeline ULC (Trans Mountain)
Trans Mountain Expansion Project (Project)
Section 69 Application to Rescind Order (Application)
File OF-Fac-Oil-T260-2013-03 ROE 01, Tract 451
Jim Robinson Contracting Ltd. (Owner)
Short Legal: Ptn. of SW 31-53-12-W5M (Lands)**

Further to the Order RE-T260-002-2018 (**Right of Entry Order**) issued by the National Energy Board (**Board**) on August 7, 2018 ([A93408-1](#)), Trans Mountain is pleased to inform the Canada Energy Regulator (**Regulator**) that it has now concluded an agreement with the Owner to enter the Lands for the purposes of the Project (**Agreement**).

The Agreement represents a material change in circumstances that has arisen since the Board's issuance of the Right of Entry Order. Consequently, Trans Mountain submits the attached Application pursuant to subsection 69(1) of the *Canadian Energy Regulator Act* and in compliance with section 44 of the *National Energy Board Rules of Practice and Procedure* requesting that the Commission of the Regulator review and rescind the Right of Entry Order.

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

Regards,

Lars Olthafer

cc: Owner
Attention: Jim Robinson (jimrobinsoncontract@hotmail.com)

Trans Mountain:
Alain Parise (alain_parise@transmountain.com)
TMEP_Land@transmountain.com

Progress Land Services Ltd.:
Trisha Lucas (TrishaL@progressland.com)
Joey Andries (joeya@progressland.com)

CANADA ENERGY REGULATOR

IN THE MATTER OF the *Canadian Energy Regulator Act*, SC 2019, c 28, s 10 (Canada) (the "**Act**") and the regulations made thereunder;

AND IN THE MATTER OF Certificate OC-065, as amended, authorizing the construction and operation of the Trans Mountain Expansion Project (the "**Project**");

AND IN THE MATTER OF Order RE-T260-002-2018 (the "**Right of Entry Order**") issued by the National Energy Board ("**Board**") pursuant to subsection 104(1) of the *National Energy Board Act*, RSC 1985, c N-7 (the "**NEB Act**") granting Trans Mountain Pipeline ULC ("**Trans Mountain**") the right to enter certain lands as described herein;

AND IN THE MATTER OF an application by Trans Mountain pursuant to subsection 69(1) of the Act and section 44 of the *National Energy Board Rules of Practice and Procedure, 1995*, SOR/95-208 (the "**Rules**") for the Commission of the Canada Energy Regulator (the "**Commission**") to review and rescind the Right of Entry Order.

TRANS MOUNTAIN PIPELINE ULC

APPLICATION TO REVIEW AND RESCIND RIGHT OF ENTRY ORDER

May 19, 2020

To: Secretary of the Commission
Canada Energy Regulator
Suite 210, 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**")

Application to Review and Rescind Order Pursuant to Subsection 69(1) of the Act

1. Trans Mountain hereby applies to the Canada Energy Regulator pursuant to subsection 69(1) of the Act and section 44 of the Rules for the Commission to:
 - a. review the Right of Entry Order due to a material change in circumstances; and
 - b. issue an order rescinding the Right of Entry Order (the "**Rescinding Order**").
2. On December 1, 2016, the Board issued Certificate OC-064 authorizing Trans Mountain to construct and operate the Project.
3. On December 19, 2017, the Board issued Order OPL-T260-003-2017 approving the Plan, Profile, and Book of Reference for certain lands of the Owner.
4. Prior negotiations between Trans Mountain and the Owner for land rights required by Trans Mountain to construct and operate the Project were unsuccessful.
5. On April 30, 2018, Trans Mountain filed an application with the Board for an order pursuant to subsection 104(1) of the NEB Act granting Trans Mountain an immediate right to enter certain portions of the lands of the Owner (the "**Right of Entry Application**").
6. On August 7, 2018, the Board issued the Right of Entry Order granting Trans Mountain the immediate right to enter those lands of the Owner shown as Pipeline ROW Area and Temporary Workspace Area attached as Appendix "A" to the Schedule attached to and forming part of the Right of Entry Order (the "**Lands**").
7. On or about August 28, 2018, Trans Mountain registered the Right of Entry Order with the Registrar of Land Titles in the Province of Alberta ("**Registrar**") pursuant to subsection 106(b) of the NEB Act. The Right of Entry Order remains registered as Instrument No. 182 212 713 shown on the Certificate of Title for the Lands attached as Exhibit "C" to this Application.
8. On August 30, 2018, the Federal Court of Appeal issued its decision in *Tsleil-Waututh Nation v. Canada (Attorney General)*, 2018 FCA 153 nullifying the original Certificate OC-064. The Governor in Council ("**GIC**") then issued Order in Council P.C. 2018-1177 directing the Board to conduct a Reconsideration of the Project. The Board issued its Reconsideration Report on February 22, 2019 recommending that the Project be approved.
9. In response to Order in Council P.C. 2019-820 approving the Project, the Board issued Certificate OC-065 and Amending Orders AO-005-OC-2 and AO-004-OC-49 on June 21, 2019, which authorized Trans Mountain to construct and operate the Project.
10. On July 19, 2019, the Board issued its decision on the resumption of the regulatory processes for the Project and held that previous orders respecting rights of entry remained valid unless and until the Board decides to amend or overturn such orders following a review. Consequently, the Right of Entry Order respecting the Lands remained valid subject to review.
11. On February 21, 2020, Trans Mountain and the Owner settled all matters relating to compensation and land rights between them and entered into a Grant of Easement and Right of Way Agreement ("**Agreement**"), attached as Exhibit "D" to this Application, in compliance with the requirements of subsection 321(2) of the Act.

12. On or about March 27, 2020, Trans Mountain registered Schedule "B" of the Agreement with the Registrar as a Utility Right of Way (Instrument No. 202 068 566).
13. Pursuant to subsection 69(1) of the Act and section 44 of the Rules, the Commission may consider an application to review and rescind the Right of Entry Order where changed circumstances have arisen since the close of the Right of Entry Application. Trans Mountain respectfully submits that the Agreement is a material change in circumstances that supersedes the Right of Entry Order, such that the Right of Entry Order is no longer required by Trans Mountain.
14. Trans Mountain further submits that it requires the Rescinding Order so that appropriate registrations can be made with the Registrar to discharge Instrument No. 182 212 713 registered in favour of the ROE Order.
15. 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 Right of Entry Application made pursuant to subsection 104(1) of the NEB Act;
 - Exhibit "B"** Copy of the Right of Entry Order RE-T260-002-2018;
 - Exhibit "C"** Copy of the current Certificate of Title for the Lands described in Exhibit "A";
 - Exhibit "D"** Copy of the Grant of Easement and Right of Way Agreement dated February 21, 2020; and
 - Exhibit "E"** Copy of the Utility Right of Way registered as Instrument No. 202 068 566.


Relief Sought

16. Trans Mountain requests that the Commission:
 - a. review and rescind the Right of Entry Order pursuant to subsection 69(1) of the Act;
 - b. issue a Rescinding Order reflecting the rescission of the Right of Entry Order; and
 - c. grant such further and other relief as Trans Mountain may request and the Commission may consider appropriate.

Dated at Calgary, Alberta, this 19th day of May, 2020.

Trans Mountain Pipeline ULC

By its counsel
Blake, Cassels & Graydon, LLP

Per: 

Lars Olthafer

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

Please direct all communications regarding this Application to:

Alain Parisé
Director, Land
Trans Mountain Canada Inc.
Suite 2700, 300 – 5th Avenue S.W.
Calgary, AB T2P 5J2
Tel: 403-514-6700
Email: TMEP_Land@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 Right of Entry Application made pursuant to subsection 104(1) of the NEB Act

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.

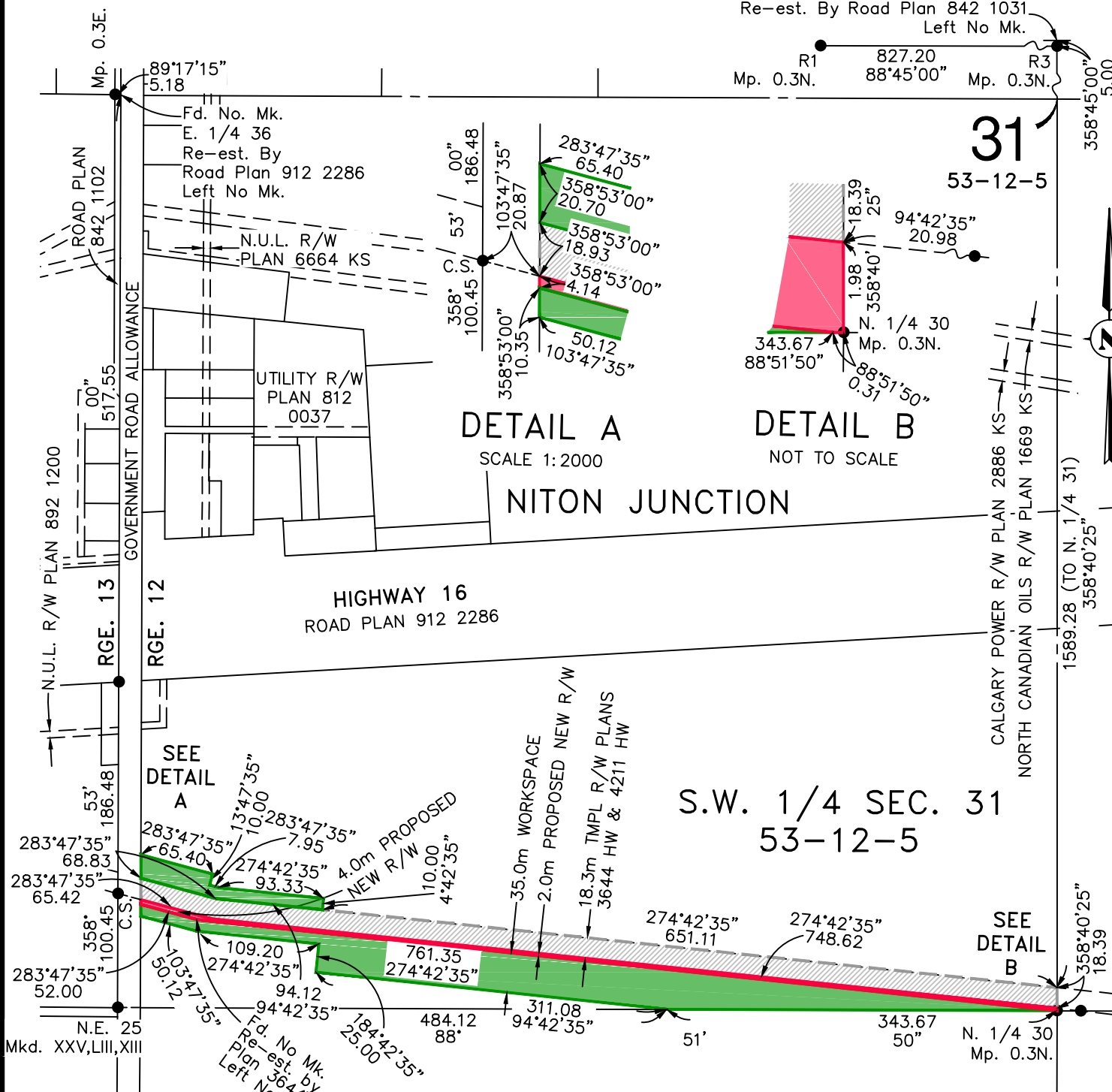
Tract: 451
Ptn. of SW 31-53-12-W5M
Jim Robinson Contracting Ltd.

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

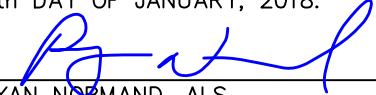
NITON JUNCTION

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: 

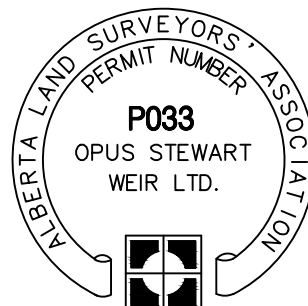
THIS PLAN CERTIFIED CORRECT THIS 30th DAY OF JANUARY, 2018.


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.

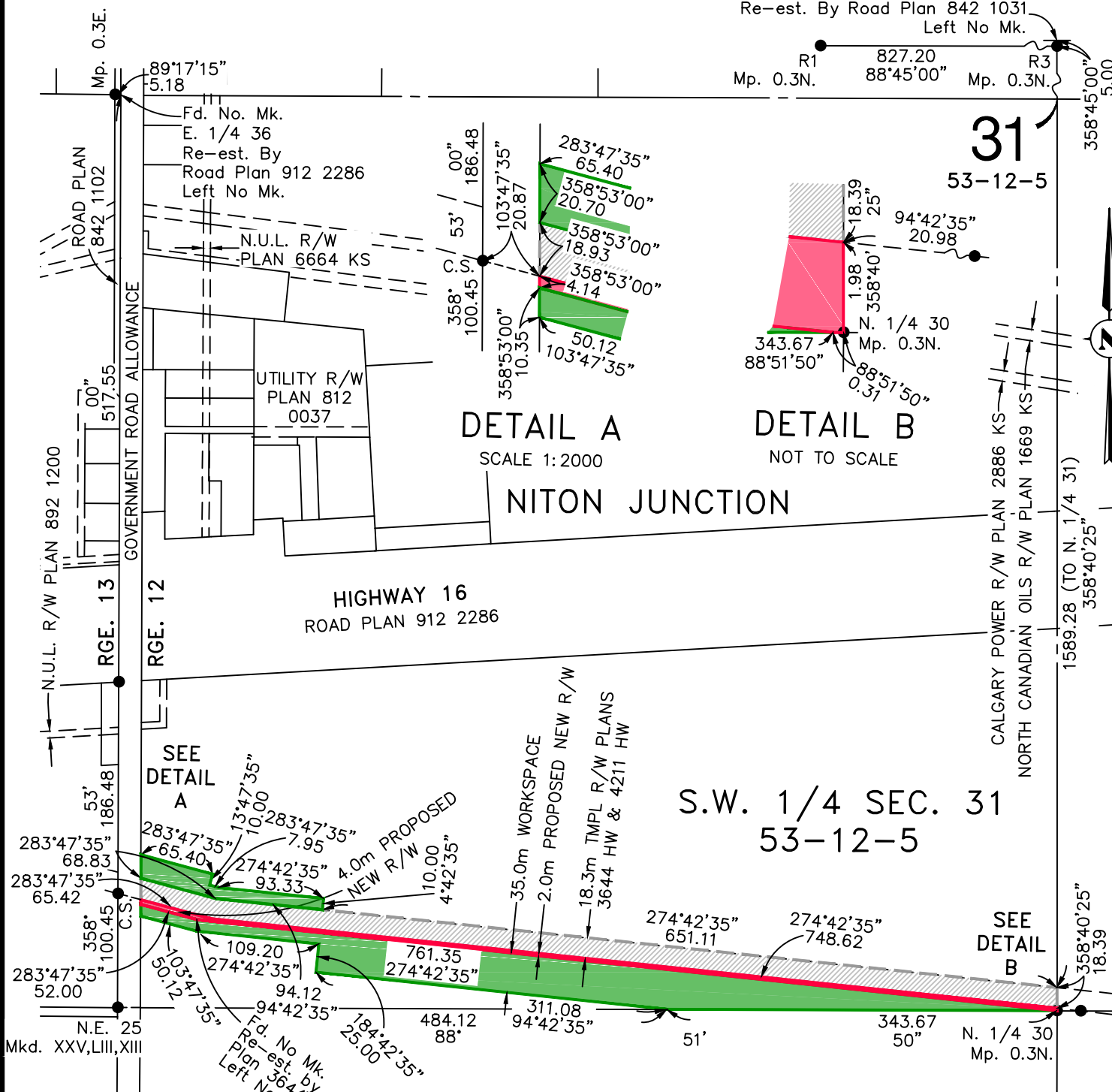
Tract: 451
Ptn. of SW 31-53-12-W5M
Jim Robinson Contracting Ltd.

APPENDIX A

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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

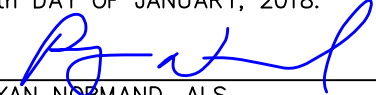
NITON JUNCTION

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: 

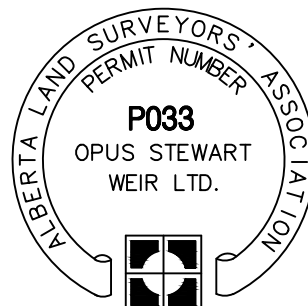
THIS PLAN CERTIFIED CORRECT THIS 30th DAY OF JANUARY, 2018.


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

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“including” means including without limitation.

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(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.

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“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 | |

Exhibit "B"

Copy of the Right of Entry Order RE-T260-002-2018

National Energy
Board



Office national
de l'énergie

File OF-Fac-Oil-T260-2013-03-ROE 01
7 August 2018

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

Mr. Lars Olthafer
Blake, Cassels & Graydon, LLP
Suite 3500, 855 – 2nd Street SW
Calgary, AB T2P 4J8
Facsimile 403-260-9700
Email lars.olthafer@blakes.com

Dear Mr. Stoness and Mr. Olthafer:

**Trans Mountain Pipeline ULC (Trans Mountain)
Trans Mountain Expansion Project
Application for Immediate Right of Entry pursuant to section 104 of the *National Energy Board Act* (Application)
Jim Robinson Contracting Ltd. (Landowner)
Tract 451**

On 30 April 2018, the National Energy Board (Board) received an application from Trans Mountain pursuant to subsection 104(1) of the *National Energy Board Act* (NEB Act) requesting an order granting Trans Mountain an immediate right to enter certain lands owned by the Landowner ([A91630](#)).

On 19 December 2017, the Board issued Order OPL-T260-003-2017, approving the Plan, Profile, and Book of Reference that relates to these lands (drawing number M002-PM03006-045) ([A88786-3](#)).

The Board has reviewed Trans Mountain's Application, and notes the following:

- On 14 March 2018, Trans Mountain served a Notice pursuant to subsection 104(2) on the Landowner, indicating its intention to make the Application.
- On 19 July 2018, Trans Mountain served the Landowner with the Application and requested relief from section 55 of the *National Energy Board Rules of Practice and Procedure* (the Rules), which requires that the Application be served on the same day it was filed.
- On 24 July 2018, Trans Mountain filed proof of service of the Application on the Landowner ([A93226-1](#)).

.../2

Suite 210, 517 Tenth Avenue SW
Calgary, Alberta T2R 0A8

517, Dixième Avenue S.-O., bureau 210
Calgary (Alberta) T2R 0A8

Canada

Telephone/Téléphone : 403-292-4800

Facsimile/Télocopieur : 403-292-5503

www.neb-one.gc.ca

Telephone/Téléphone : 1-800-899-1265

Facsimile/Télocopieur : 1-877-288-8803

- The Landowner did not file a written objection within 10 days of being served or thereafter.

As all the requirements of the NEB Act have been met, the Board has decided to grant the right of entry order as requested by Trans Mountain. The Board further grants the requested relief from section 55 of the Rules.

Pursuant to subsection 104(1) of the NEB Act, the Board has issued Order RE-T260-002-2018 (Order).

The Board reminds parties that Alternative Dispute Resolution (ADR) services such as facilitation and mediation are available from the NEB at any time to help parties resolve disputes outside the Board's regulatory processes. To seek additional information or to arrange for these services, please contact the Board's ADR staff at 1-800-899-1265 or ADR-MRD@neb-one.gc.ca.

As compensation matters are not within the Board's jurisdiction, parties may proceed to settle such matters through a separate arbitration process administered by Natural Resources Canada. For more details on this process, please 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>

Should you have any questions regarding this letter please contact TMX.LandMatters@neb-one.gc.ca or Kurt McAllister, Director Facilities Adjudication, West, at 403-299-1991.

Three certified copies of the Order and Schedule attached to and forming part of the Order are enclosed.

Yours truly,

Original signed by

Sheri Young
Secretary of the Board

Attachments

cc: Jim Robinson Contracting Ltd.



ORDER RE-T260-002-2018

IN THE MATTER OF the *National Energy Board Act*, R.S.C. 1985, c. N-7, as amended (NEB Act) and the regulations made thereunder; and

IN THE MATTER OF an application made by Trans Mountain Pipeline ULC (Trans Mountain) as General Partner of Trans Mountain Pipeline L.P., for a Certificate of Public Convenience and Necessity and other related approvals pursuant to Part III of the NEB Act; and,

IN THE MATTER OF an application made by Trans Mountain dated 30 April 2018 for an order pursuant to subsection 104(1) of the NEB Act granting the right to enter certain lands in the Province of Alberta, filed with the National Energy Board (Board) under File OF-Fac-Oil-T260-2013-03 ROE 01, Tract 451 (Application).

BEFORE the Board on 7 August 2018.

WHEREAS the Board has issued Certificate of Public Convenience and Necessity OC-064 dated 29 November 2016 to Trans Mountain in respect of the Trans Mountain Expansion Project;

AND WHEREAS the relevant plan, profile and book of reference was approved by the Board on 19 December 2017 in Order OPL-T260-003-2017;

AND WHEREAS on 30 April 2018, Trans Mountain filed the Application for an immediate right to enter the lands identified as Ptn. of SW 31-53-12-W5M (Lands) owned by Jim Robinson Contracting Ltd. (Landowner);

AND WHEREAS the Board is satisfied that the Landowner was properly served with a notice pursuant to subsection 104(2) of the Act on 14 March 2018;

AND WHEREAS the Board is satisfied that the Application was properly served on the Landowner on 19 July 2018;

AND WHEREAS the Landowner has not filed a written objection with respect to the Application;

.../2

AND WHEREAS the Board has decided to grant Trans Mountain relief from subsection 55(2) of the *National Energy Board Rules of Practice and Procedure*;

AND WHEREAS the Board is of the view that it would be proper to issue the order as applied for;

IT IS ORDERED THAT Trans Mountain is granted the immediate right to enter the Lands, all of which lands and rights are more particularly described in the Schedule attached to and forming part of this Order, subject to the terms and conditions set out in that Schedule.

NATIONAL ENERGY BOARD

Original signed by

Sheri Young
Secretary of the Board

**SCHEDULE
RE-T260-002-2018**

**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 hectares / 0.43 acres, 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 hectares / 5.14 acres, 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.

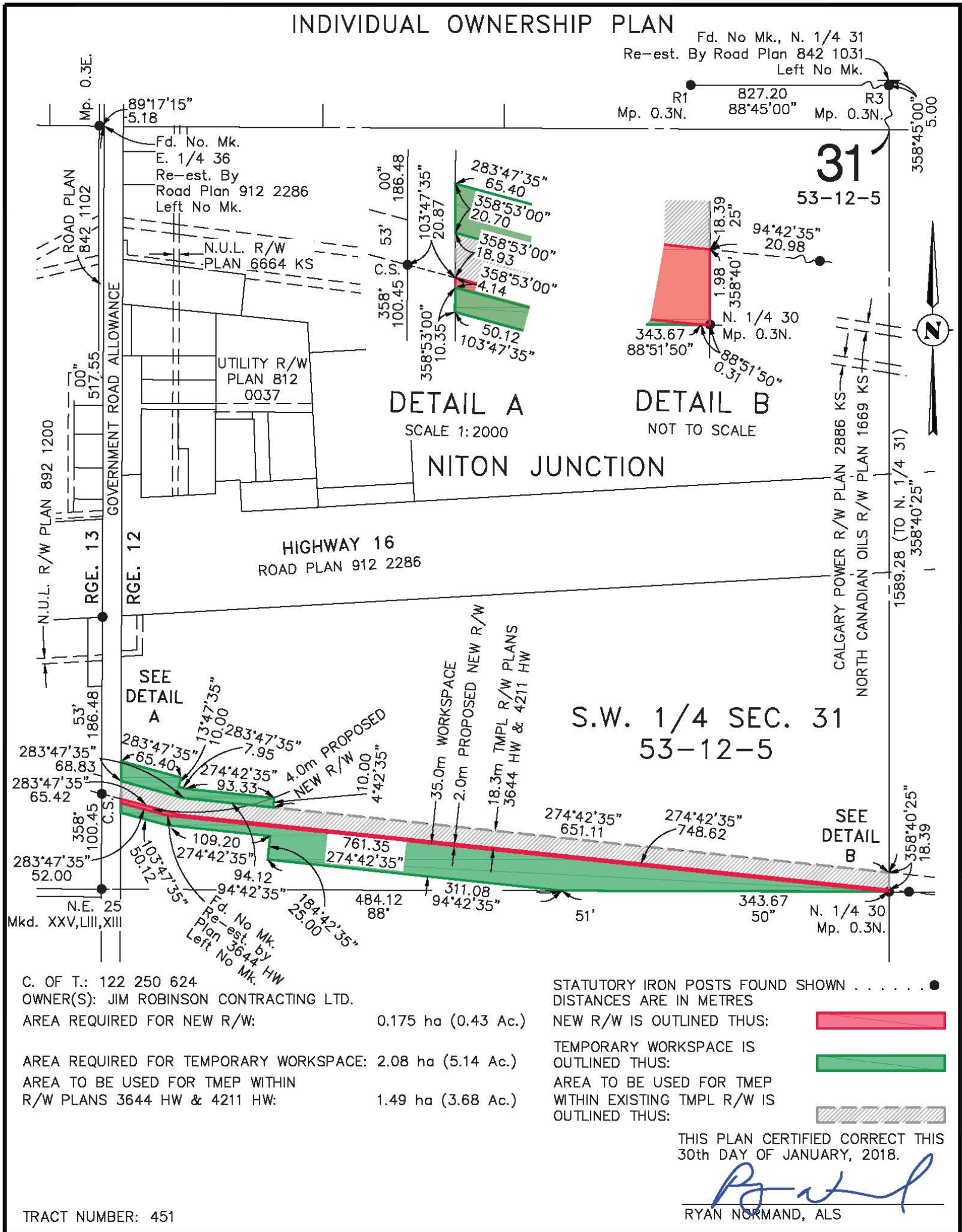
A party may from time to time notify the other party of a change of address to another address inside Canada. Notwithstanding anything contained herein to the contrary, if a strike, lockout or other labour disruption involving postal employees is in effect or generally known to be impending, every notice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

APPENDIX A




INDIVIDUAL OWNERSHIP PLAN OF THE LANDS OF THE OWNER

INDIVIDUAL OWNERSHIP PLAN

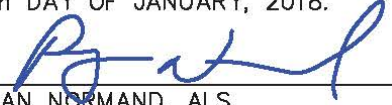
Fd. No Mk., N. 1/4 31
Re-est. By Road Plan 842 1031
Left No Mk.



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



#140, 2121 Premier Way
Sherwood Park, Alberta
780.410.2580

KMC No.: 01-13283-M002-PP-01846

DWG: 38290-SRB-53-12-RA

FILE No.: S-38290

SCALE: 1: 5000

DATE: JAN. 30, 2018

DWG BY: VH

CKD BY: JKE

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 "C"

Copy of the Current Certificate of Title for the Lands



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 |
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| 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

| | | |
|-------------|------------|--|
| 182 212 713 | 28/08/2018 | ORDER IN FAVOUR OF - TRANS MOUNTAIN PIPELINE ULC. NATIONAL ENERGY BOARD ORDER RE-T260-002-2018 RIGHT OF ENTRY |
|-------------|------------|--|

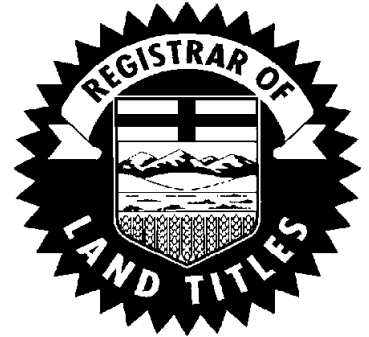
| | | |
|-------------|------------|--|
| 202 068 566 | 27/03/2020 | UTILITY RIGHT OF WAY GRANTEE - TRANS MOUNTAIN PIPELINE ULC. |
|-------------|------------|--|

TOTAL INSTRUMENTS: 009

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 1 DAY OF APRIL,
2020 AT 11:19 A.M.

ORDER NUMBER: 39102889

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 "D"

Copy of the Grant of Easement and Right of Way Agreement dated February 21, 2020

This Agreement for Grant of Easement and Right of Way is made the 21 day of February, 2020 (the "Agreement Date")

BETWEEN:

Jim Robinson Contracting Ltd.
 ("Owner")

– and –

TRANS MOUNTAIN PIPELINE ULC
 in its capacity as general partner of
TRANS MOUNTAIN PIPELINE L.P.
 ("Company")

BACKGROUND:

- A. The Owner is the registered owner of an estate in fee simple in that land described in Schedule "A" (the "Lands");
- B. The Owner has agreed to sell to the Company, and the Company to purchase from the Owner, certain easement rights and rights of way over the Lands, and for such purposes the parties have agreed to execute and deliver and be bound by the provisions of a registrable document in the form and having the contents of Schedule "B" (the "ROW Document"); and
- C. Words and phrases that are defined in the ROW Document and not defined in this Agreement shall have the same meanings in this Agreement as in the ROW Document.

AGREEMENT:

The Owner and the Company agree as follows:

PART 1. KEY TERMS

1.1 Transaction: The Owner agrees to give and grant to the Company the rights and the interests in the Lands under the ROW Document (the "Rights of Way") and the Company agrees to take such grant. For such purposes the Owner and the Company agree to execute and deliver the ROW Document in accordance with this Agreement.

1.2 Initial Payment: The Owner shall be paid the sum of [REDACTED] (the "Initial Payment") on entry into this Agreement and delivery of copies of the ROW Document executed by the Owner in accordance with this Agreement. Such payment shall not form part of the compensation for the Rights of Way to be given and granted under this Agreement (the "Compensation").

1.3 Compensation: The Compensation will be calculated in accordance with this Agreement based on a per acre payment of [REDACTED] for that part of the Lands required for permanent pipeline right of way, and a per acre payment of [REDACTED] for that part of the Lands required for temporary work space.

The Compensation based on the per acre payments under this section 1.3 and the areas shown in the sketch plan found within this Agreement (the "Sketch Plan") shall be as follows:

Table
Purchase Price based on Sketch Plan

| Area | Per Acre | Number of Acres | Payment |
|---------------------------------|------------|---|--------------|
| Permanent Pipeline Right of Way | [REDACTED] | 3.62 Area of "right of way" on Sketch Plan | [REDACTED] |
| | | | + |
| Temporary Work Space | [REDACTED] | 5.63 Area of "workspace" on Sketch Plan | [REDACTED] |
| | | | = [REDACTED] |

 **TRANS MOUNTAIN**

| | |
|---------------------|--------------------|
| INITIAL Owner(s) | INITIAL Company |
| JR | [Signature] |

In this Agreement, "Proposed ROW Area" means that area shown as "right of way" on the Sketch Plan.

The area shown as "right of way" on the Sketch Plan includes, without limitation, all the areas described or shown as "proposed new R/W" on the Sketch Plan.

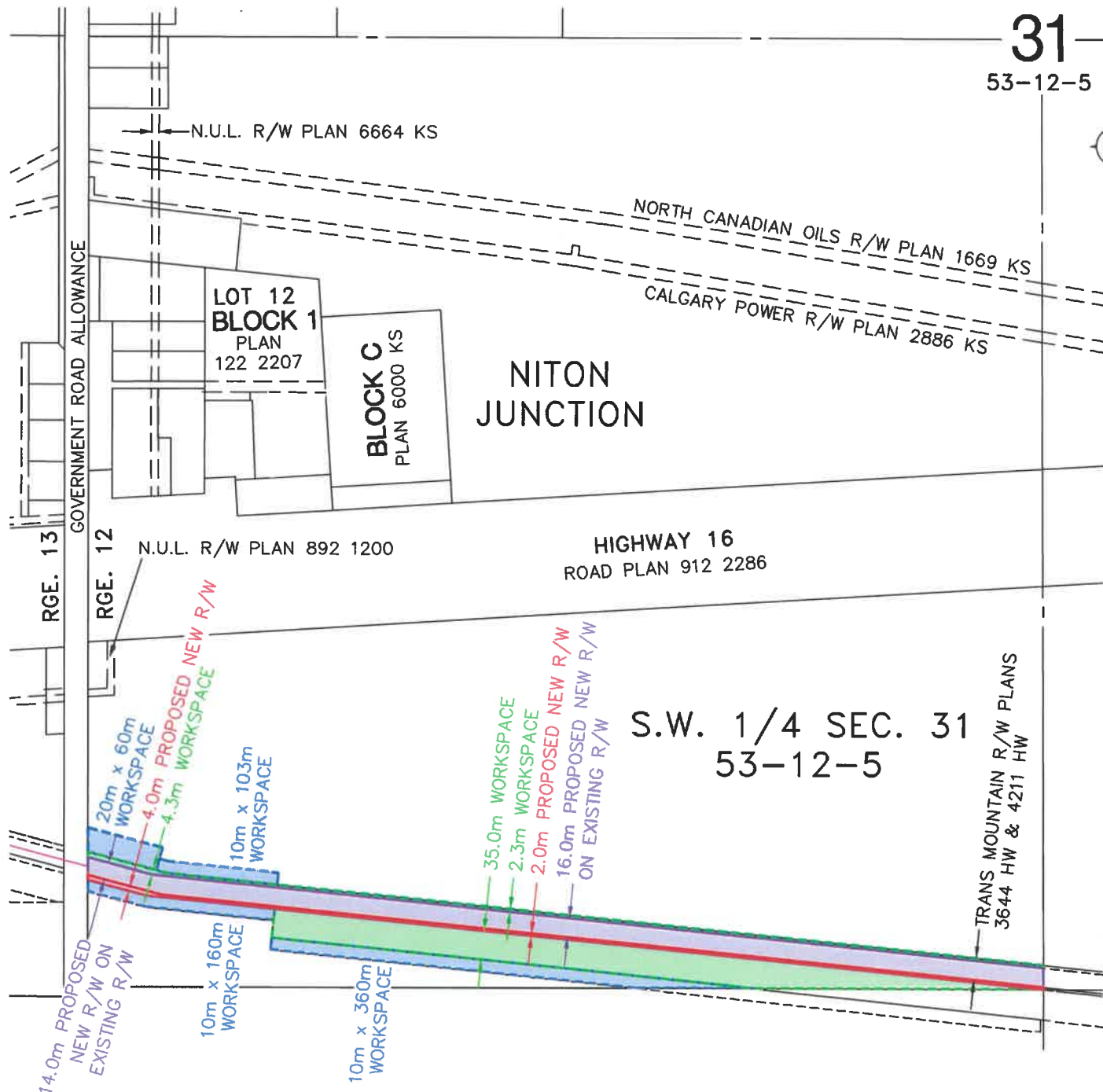
The area shown as "workspace" on the Sketch Plan includes, without limitation, all the areas described or shown as "extra workspace", "access" and "shoofly access" on the Sketch Plan.

| INITIAL Owner(s) | INITIAL Company |
|---------------------|--------------------|
| JR | AT |

OWNERSHIP SKETCH

31

53-12-5



C. of T.: 122 250 624
 OWNER(S): JIM ROBINSON CONTRACTING LTD..

| | | | |
|---|---------------------|--|---|
| AREA REQUIRED FOR PROPOSED NEW R/W: | 0.175 ha (0.43 Ac.) | NEW RIGHT OF WAY IS OUTLINED THUS: | |
| AREA REQUIRED FOR PROPOSED NEW R/W ON EXISTING R/W: | 1.29 ha (3.19 Ac.) | NEW RIGHT OF WAY ON EXISTING R/W IS OUTLINED THUS: | |
| TOTAL NEW R/W AREA: | 1.47 ha (3.62 Ac.) | | |
| AREA REQUIRED FOR WORKSPACE: | 1.53 ha (3.78 Ac.) | WORKSPACE IS OUTLINED THUS: | |
| AREA REQUIRED FOR EXTRA WORKSPACE: | 0.747 ha (1.85 Ac.) | EXTRA WORKSPACE IS OUTLINED THUS: | |

TRACT NUMBER: 451

ALL DIMENSIONS ARE IN METRES

TRANS MOUNTAIN PIPELINE ULC, ON BEHALF OF
 TRANS MOUNTAIN PIPELINE LP.



OWNERSHIP SKETCH
 SHOWING APPROXIMATE LOCATION OF
 PROPOSED PIPELINE RIGHT OF WAY
 WITHIN
 S.W. 1/4 SEC. 31
 TWP. 53 - RGE. 12 - W. 5M.
 YELLOWHEAD COUNTY - ALBERTA

JRAP



Edmonton (780) 466-6555
 Calgary (403) 266-2800
 Grande Prairie (780) 539-3222
 Regina (306) 586-0837

| | | | |
|------------------------------|---------------|---------------------|------------|
| DWG NAME: 38290-IOS-T0451-RD | | DWG BY: NJB | |
| FILE: ED41-38290 | SCALE: 1:5000 | DATE: AUG. 21, 2019 | CKD BY: JP |

PART 2. COMPENSATION PAYMENT OPTIONS

2.1 Owner to Choose: Compensation for the part of the Lands required for Temporary Work Space Area (as defined in section 4.2) shall be paid as one lump sum. The Owner has the option of requiring Compensation for that part of the Lands required for the Proposed ROW Area to be paid in accordance with one of the following sections in this Part 2 and has selected Compensation being paid under the section shown as chosen below. **[Choose either 2.2 or 2.3]**

2.2 One Lump Sum Payment: Check if Owner chooses 2.2 Initial here if Owner chooses 2.2

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| INITIALS |
| JK |

If the Owner selects payment under this section then the Owner shall be paid the total Compensation calculated under section 1.3 in one lump sum.

2.3 Periodic Payments: Check if Owner chooses 2.3 Initial here if Owner chooses 2.3

| |
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| INITIALS |
| |

If the Owner selects payment under this section then the Owner will be paid the Compensation as follows:

- (a) the Owner shall be paid the Compensation for the part of the Lands required for Proposed ROW Area in periodic payments. The aggregate amount of the periodic payments shall equal the Compensation for the permanent pipeline right of way calculated under section 1.3;
- (b) the Owner shall be paid the Compensation for the part of the Lands required for Temporary Work Space Area (as calculated under section 1.3) in one lump sum concurrently with the first periodic payment for Compensation for the part of the Lands required for the Proposed ROW Area;
- (c) the first periodic payment for Compensation for the part of the Lands required for the Proposed ROW Area shall be in the amount of \$_____; and
- (d) subsequent periodic payments for Compensation for the part of the Lands required for the Proposed ROW Area shall be in the following amounts and shall be paid on the following dates: _____

The Compensation payable by the Company under this section 2.3 for the part of the Lands required for the Proposed ROW Area shall be reviewed every five (5) years if the payment period extends beyond five (5) years or any subsequent five (5) year period.

PART 3. OTHER PAYMENT PROVISIONS

3.1 Method of Payment: Any payment to be made by the Company to the Owner under this Agreement shall be made by delivery to the Owner of a cheque payable to the Owner in the amount of the payment.

3.2 Compensation Includes: The Owner acknowledges and agrees that the Compensation payable by the Company to the Owner for the Rights of Way under this Agreement shall be full compensation for:

- (a) all changes to that part of the Lands included in the Proposed ROW Area and final Temporary Work Space Area by virtue of the exercise of the Pipeline Rights;
- (b) any decrease in the value of the Lands as a result of the grant to the Company of the Rights of Way as modified by this Agreement; and
- (c) the restrictions on the Owner's use of the Lands (or any part thereof) and on any nearby parcels of land that are owned by the Owner under or by virtue of the ROW Document as modified by this Agreement, including, without limitation:
 - (i) any restriction on the Owner's use of the ROW Area by the operation of Section 335 of the CER Act; and

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|  TRANSMOUNTAIN | |
| INITIAL Owner(s) | INITIAL Company |
| JK | MP |

- (ii) any adverse effect on the portion of the Lands outside of the ROW Area and on any nearby parcels of land that are owned by the Owner, including the restriction of their use by the operation of Section 335 of the CER Act,

in each case subject to the Company's obligations to restore and compensate under the ROW Document and this Agreement, but does not include compensation for above ground works as provided for in the ROW Document.

3.3 GST on Purchase Price: The monies payable to the Owner under this Agreement do not include goods and services tax ("GST"). The Company's GST number is [REDACTED]. Where applicable the Company will self-assess GST payable on such monies and remit it directly to Canada Revenue Agency.

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

3.5 GST Registration: The Owner hereby represents and warrants that it is or is not [choose one] duly registered under Subdivision (d) of Division V of Part IX of the *Excise Tax Act (Canada)* with respect to GST and if so registered its GST registration number is: [REDACTED]. **If the Owner is an individual and is not registered with respect to GST under the *Excise Tax Act*, the Owner represents and warrants it is not required be registered with respect to GST under that Act.**

INITIALS
JR

PART 4. PIPELINE RIGHTS LIMITED BY SKETCH PLAN UNTIL PARTIAL DISCHARGE

4.1 Permanent Right of Way: Save as provided in section 4.2 hereof, and despite the provisions of the ROW Document (the "ROW Provisions"), until the Pipeline Rights are limited to that part of the Lands included in the ROW Plan under the ROW Provisions (the "**Partial Discharge**") THE COMPANY SHALL NOT in any manner exercise the Pipeline Rights across, over, under, in, through and on any part of the Lands except the Proposed ROW Area.

4.2 Temporary Workspace: Until the Partial Discharge, but not thereafter, the Company shall also be at liberty to exercise the Pipeline Rights across, over, through and on that part of the Lands shown as workspace (the "**Temporary Work Space Area**") on the Sketch Plan, PROVIDED HOWEVER that such exercise shall extend only to use required for the construction and installation of the Permitted Pipeline within the Proposed ROW Area, and shall not include the permanent construction or installation of the Permitted Pipeline or any other permanent works within the Temporary Work Space Area. The Owner agrees that on request by the Company and with its approval in writing, not to be unreasonably refused, the boundaries of the Temporary Work Space Area shall be altered from those shown on the Sketch Plan to facilitate the construction and installation of the Permitted Pipeline within the Proposed ROW Area in accordance with the requirements of the Company, including to provide access over the Lands and to accommodate conditions within the Proposed ROW Area and Temporary Work Space Area, including topographical and/or soil conditions. The Owner's obligation in this section concerning the alteration of the boundaries of the Temporary Work Space Area shall lapse on the Owner ceasing to be the registered owner of an estate in fee simple in the Lands.

4.3 Payment on Adjustment: If any modification of the boundaries of the Temporary Work Space Area on the Sketch Plan is made under section 4.2 the Company shall make a payment to the Owner for additional Temporary Work Space Area equal to the product of the increase in the Temporary Work Space Area (in acres) times the per acre compensation for temporary work space under section 1.3. Payment of that amount shall be made in one lump sum at the same time that payment is made under section 6.3, or within 30 days of modification under section 4.2 if payment has already been made under section 6.3.

4.4 ROW Area until Partial Discharge: For, during and in respect of the period of time up to the Partial Discharge and anything done during that period, the rights and obligations of the parties concerning the ROW Area under the ROW Provisions shall be exercised, performed and observed only in respect of the Proposed ROW Area together with Temporary Work Space Area, and in accordance with this Agreement.

4.5 Preparation of ROW Plan: The boundaries of the ROW Plan that is prepared and deposited in the LTO under the ROW Provisions (for the purpose of limiting the Pipeline Rights to the area of the Lands included in such plan) shall be located and determined by the Alberta Land Surveyor who carries out the survey represented by the ROW Plan, based on the boundaries of the Proposed ROW Area shown in the Sketch Plan. If the area of the ROW Area according to the ROW Plan is greater than the area of the Proposed ROW Area, the Company shall make an adjustment payment to the Owner in the amount equal to the product of the difference in the areas (in acres) times the per acre compensation for permanent pipeline right-

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|  TRANSMOUNTAIN | |
| INITIAL Owner(s) | INITIAL Company |
| JR | AP |

of-way under section 1.3. If the Owner has selected payment under section 2.2 then payment of that amount shall be made in one lump sum within 30 days of the deposit of the ROW Plan in the LTO. If the Owner has selected payment under section 2.3 then payment of that amount shall be included in the periodic payments that remain to be made 30 days after the deposit of the ROW Plan in proportion to the amounts of such payments specified in section 2.3.

4.6 Restoration of Temporary Workspace: Despite anything to the contrary in the ROW Provisions, following the Partial Discharge, as soon as weather and soil conditions permit, and to the extent it is practicable to do so, the Company shall, except as otherwise agreed to by the Owner, restore any part of the Temporary Work Space Area or anything on it disturbed under section 4.2 in accordance with the following, if and to the extent applicable:

- (a) cause all construction debris to be removed from that part of the Temporary Work Space Area;
- (b) replace all topsoil removed from and grade and contour that part of the Temporary Work Space Area so it is suitable for any prior use; and
- (c) restore pre-existing Improvements on that part of the Temporary Work Space Area and otherwise restore such part of the Temporary Work Space Area to a condition suitable for any prior use.

PART 5. SALE OF LANDS BY OWNER

5.1 Payment of Compensation Following Sale: Despite any sale of the Lands the Company shall continue to make payments under this Agreement to the Owner named herein unless the Company becomes obligated to make such payments, or any of them, to a person other than the Owner named herein, including without limitation, as a result of the right to receive such payments, or any of them, having been assigned.

5.2 Modification of Areas Following Sale: If the Owner ceases to be the registered owner of an estate in fee simple in of the Lands, the obligations of the Company under the provisions of Part 4 shall enure to the benefit of the Owner's successors in title to the Lands, provided that those obligations may be amended by agreement in writing between the Company and the Owner's then successor in title to the Lands, including without limitation, by agreement under which a new sketch plan is agreed to be the sketch plan found in this Agreement.

PART 6. COMPLETION OF TRANSACTION

6.1 Execution of ROW Document: If execution and delivery of the ROW Document by the Owner and the Company is not completed concurrently with their execution of this Agreement, it shall be completed as follows:

- (a) immediately following this Agreement being entered into, the Owner will deliver to the Company all copies of the ROW Document provided to it by the Company executed in registrable form by the Owner; and
- (b) following that delivery by the Owner the Company shall execute such copies in registrable form and deliver one fully executed copy to the Owner.

If the Owner includes more than one person and the ROW Document is executed by the Owner in counterparts then two copies of each counterpart executed in registrable form by the Owner signing it shall be delivered to the Company and the Company shall execute all counterparts in registrable form and deliver one copy of each counterpart so executed by it to the Owner.

6.2 Owner Shall not Grant Encumbrances: The Owner and the Company acknowledge and agree that the Lands are currently subject to the instruments and encumbrances as shown on the Certificate of Title attached hereto as Schedule "A" (the "Permitted Encumbrances") and that the Rights of Way shall be granted by the Owner to the Company and registered subject only to the Permitted Encumbrances. The Owner agrees that it shall not grant any charge or encumbrance over or on the Lands until the ROW Document has been registered against the title to the Lands subject only to the Permitted Encumbrances.

6.3 Satisfactory Registration and Payment: After the completion of the execution and delivery of the ROW Document the Company shall register the same at the LTO. Within 30 days after the completion of the registration of the ROW Document against the title to the Lands subject only to the Permitted Encumbrances the Company shall pay to the Owner:

- (a) if the Owner has selected payment by one lump sum under section 2.2 - the total Compensation calculated under section 1.3; or

| TRANSMOUNTAIN | |
|---------------|---------|
| INITIAL | INITIAL |
| Owner(s) | Company |
| JK | AP |

- (b) if the Owner has selected payment by periodic payments under section 2.3 - the first periodic payment for the part of the Lands required for the Proposed ROW Area specified in subsection 2.3(b) PLUS the portion of the Compensation related to the part of the Lands required for Temporary Work Space Area as one lump sum.

6.4 No Satisfactory Registration: If following the Company submitting the ROW Document to the LTO for registration under section 6.3 it is not registered against the title to the Lands subject only to the Permitted Encumbrances in the ordinary course of the operation of the LTO the Company shall be at liberty to, at its option and discretion, discharge the ROW Document from the title to the Lands. Upon the completion of the discharge of the ROW Document, or the Company not proceeding with the registration of the same, this Agreement and the ROW Document shall terminate, and the rights and obligations of the parties hereunder shall be of no further force or effect.

PART 7. OTHER PROVISIONS

7.1 Additional Terms and Conditions: This Agreement is subject to any additional terms and conditions set out in Schedule "C" hereto. If there is any conflict between the provisions of Schedule "C" and the other provisions of this Agreement, the provisions of Schedule "C" shall govern.

7.2 Notices: Save as otherwise provided herein, any notice or other communication or delivery given under this Agreement may be:

- (a) delivered by hand, in which case it shall be deemed to have been received on delivery; or
- (b) 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 business day following the day of mailing;

PROVIDED THAT any notice delivered by hand that is delivered other than prior to 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 addresses of the Company and the Owner for such purpose shall be in accordance with the following contact information:

FOR THE OWNER:

Address: _____
 Home Number: _____
 Cell Number: _____
 Email Address: _____

FOR THE COMPANY:

Address: Suite 2700, 300 – 5th Avenue SW, Calgary, AB T2P 5J2
 Attention: Land Department
 Phone Number: 403.514.6400, Toll Free: 1.866.514.6700
 Email Address: info@transmountain.com
 Fax Number: 403.514.6401

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.

7.3 Acknowledgement of Section 87/Section 322 Notice: The Owner acknowledges receipt of a notice given pursuant to section 87(1) of the *National Energy Board Act* (the "NEB Act") and/or pursuant to section 322(1) of the *Canadian Energy Regulator Act* (the "CER Act") given prior to the entering into of this Agreement, setting out or accompanied by:

- (a) a description of the lands of the Owner required by the Company for a section or part of a pipeline;
- (b) details of the compensation offered by the Company for the lands required;
- (c) a detailed statement made by the Company of the value of the lands required in respect of which compensation was offered;
- (d) a description of the procedure for approval of the detailed route of the pipeline; and

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|  TRANSMOUNTAIN | |
| INITIAL Owner(s) | INITIAL Company |
| JK | MP |



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
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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 :
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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

SR

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

122 250 624

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| 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)

JR

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

122 250 624

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T7E1T8

ORIGINAL PRINCIPAL AMOUNT: \$139,000

182 212 713 28/08/2018 ORDER

IN FAVOUR OF - TRANS MOUNTAIN PIPELINE ULC.

NATIONAL ENERGY BOARD ORDER RE-T260-002-2018

RIGHT OF ENTRY

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 1 DAY OF JULY,
2019 AT 05:21 P.M.

ORDER NUMBER: 37530036

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).

JR

Schedule "B"
ROW Document

Tract: 451

**TRANS MOUNTAIN PIPELINE ULC
GRANT OF EASEMENT AND RIGHT OF WAY AGREEMENT
PROVINCE OF ALBERTA**

This Grant of Easement and Right of Way Agreement is dated as of February 21, 2020.

BETWEEN:

**Jim Robinson Contracting Ltd.
(the "Owner")**

– and –

**TRANS MOUNTAIN PIPELINE ULC
in its capacity as general partner of
TRANS MOUNTAIN PIPELINE L.P.
(the "Company")**

WHEREAS:

A. The Owner is the registered owner of an estate in fee simple in those lands and premises situated in the Province of Alberta, legally described as follows:

Ptn. SW 31-53-12-W5M

And as more particularly described and contained in Certificate of Title Number # **122 250 624** Excepting Thereout All Mines And Minerals

(the "Lands")

B. The Owner has agreed to grant easement rights and rights of way to the Company on and subject to the terms and conditions set forth in this Agreement;

C. The rights of way and easement rights herein granted are necessary for the operation and maintenance of the Company's Undertaking;


IN CONSIDERATION OF the sum of Ten Dollars (\$10.00) paid to the Owner by the Company, the receipt of which is acknowledged by the Owner, and in consideration of the covenants and agreements on the part of the Company hereinafter set forth, the Owner does grant, covenant and agree as follows:

1. **Defined Terms:** The words and phrases defined in Schedule "A" hereto shall have the respective meanings set out in that Schedule when used in this Agreement.

2. **Limit Area of Pipeline Rights:** Upon the Company having constructed and installed the Permitted Pipeline it shall cause the boundaries of a permanent right of way through the Lands for the Permitted Pipeline to be surveyed by an Alberta Land Surveyor, and shall cause a right of way plan of that part of the Lands included in those boundaries based on that survey to be prepared (the "**ROW Plan**") and deposited in the LTO. Following deposit of the ROW Plan in the LTO the Pipeline Rights shall be restricted to that part of the Lands included in the ROW Plan, and the Company shall cause the Pipeline Rights to be partially discharged as to that part of the Lands not included in the ROW Plan and provide the Owner with a copy of the ROW Plan and evidence of such partial discharge. Notwithstanding the provisions of this section 2, the Company shall continue to be entitled to exercise with respect to the entire area of the Lands the rights set out in section 8, and none of those rights shall in anyway be affected, limited or prejudiced by the registration of the ROW Plan or the partial discharge referred to above.

3. **Pipeline Rights:** The Owner grants, conveys, sets over and transfers to the Company, its employees, agents, contractors, subcontractors, successors and assigns, with or without materials, supplies, workers, vehicles, machinery and equipment, at all times hereafter and by day and by night, and at their will and pleasure, the right, licence, liberty, privilege, easement and right of way on, over, upon, across, along, in, under and through the ROW Area to:

(a) survey, construct, operate, maintain, inspect, patrol (including by aerial patrol), alter, remove, replace, reconstruct and repair a Pipeline within the ROW Area and for such purposes remove from the ROW Area any Improvements, Soil, Placed Soil or Vegetation on the ROW Area, and to carry out surveys, tests and examinations within the ROW Area and to place Soil on the ROW Area;

|  TRANSMOUNTAIN | |
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| INITIAL | INITIAL |
| Owner(s) | Company |
| JR | MP |

- (b) remove from the ROW Area any Incompatible Use on the ROW Area from time to time, including any Improvement, Soil, Placed Soil or Vegetation from time to time on the ROW Area that is an Incompatible Use, and to place Soil on the ROW Area to fill in any Excavation thereon;
- (c) enter, labour, go, be, return, pass and repass within the ROW Area for the foregoing purposes and to travel over the ROW Area for the purposes of the construction, installation, use, operation and maintenance of the Company's Undertaking; and

generally to do all things necessary or incidental to the Undertaking of the Company in connection with the foregoing.

4. Restoration and Compensation following Work: Following any exercise of the Pipeline Rights that results in the disturbance of any part of the ROW Area or anything on it, as soon as weather and soil conditions permit, and to the extent it is practicable to do so, the Company shall, except as otherwise agreed to by the Owner, if and to the extent applicable:

- (a) cause all construction debris to be removed from that part of the ROW Area;
- (b) replace all topsoil removed from and grade and contour that part of the ROW Area so it is suitable for its use as a pipeline right of way under this Agreement and any prior use thereof that is not an Incompatible Use; and
- (c) restore Permitted Improvements, on that part of the ROW Area and otherwise leave that part of the ROW Area in a condition suitable for its use as a pipeline right of way under this Agreement and any prior use of it that is not an Incompatible Use.

5. Compensate Owner: The Company shall compensate the Owner for damages caused by the Company's operations, pipelines or abandoned pipelines to the extent contemplated by the provisions of the CER Act governing compensation. For certainty the Company's obligation to compensate the Owner for damages suffered by the Owner under this section shall not extend to any damages for which the Owner has been or will be otherwise compensated by the Company including by payment for the rights and interests hereby granted, or has been or will be otherwise compensated by the Company as a result of the entry into this Agreement (including, without limitation, restrictions on the use of land arising by the operation of Section 335 of the CER Act). In this section 5 and in section 6 "pipelines" and "abandoned pipelines" have the meanings given in the CER Act.

6. Indemnify Owner: The Company shall indemnify the Owner from all liabilities, damages, claims, suits and actions resulting from the Company's operations, pipelines or abandoned pipelines, other than liabilities, damages, claims, suits and actions resulting from the gross negligence or willful misconduct of the Owner.

7. 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 ROW Area.

8. Ancillary Rights: The Owner grants, conveys, sets over and transfers to the Company the full and free right, licence, liberty, privilege and easement of ingress and egress at any and all times across, over and through the Lands, for itself, its employees, agents, contractors, subcontractors, successors and assigns, with or without materials, supplies, workers, vehicles machinery and equipment, at all times hereafter and by day and by night, to enter upon the Lands for the purpose of access over the Lands from neighbouring lands (including public roads) to the Permitted Pipeline as constructed and installed within the Lands under this Agreement, or any part thereof, and egress over the Lands to neighbouring lands (including public roads) from such Pipeline, or any part thereof, for all purposes necessary or incidental to the exercise and enjoyment of the Pipeline Rights.

9. Ownership of Pipeline: Notwithstanding that in constructing, operating, maintaining, inspecting, altering, removing, replacing, reconstructing and repairing a Pipeline within the ROW Area the Company may install pipe and installations, equipment, fittings and facilities included in, associated with, appurtenant, affixed or incidental thereto within the ROW Area in such a manner that it or they become affixed to the Lands, the title to such pipe and installations, equipment fittings and facilities included in, associated with, appurtenant, affixed or incidental thereto shall until surrendered or abandoned remain in the Company and the Company may at any time remove the whole or any part of the Permitted Pipeline.

10. Quiet Enjoyment: The Company shall peaceably hold and enjoy the rights hereby granted and given without hindrance, molestation or interruption on the part of the Owner or on the part of a person, firm or corporation claiming by, through, under or in trust for the Owner. If the Company shall fail to perform or observe any of its obligations under this Agreement the sole remedy the Owner or any other person having an interest in the Lands shall have is to recover from the Company damages for its default, and in no event shall the Owner or any other person having an interest in the Lands interfere with, hinder, molest or interrupt the Company in its use and enjoyment of the rights herein granted.

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|  TRANSMOUNTAIN | |
| INITIAL Owner(s) | INITIAL Company |
| JR | MP |

11. **Other Rights Preserved:** Nothing in this Agreement shall affect or prejudice the Company's rights in respect of the Lands under the provisions of any other right of way, held by the Company that encumbers the Lands or under applicable laws.

12. **Additional Compensation for Above Ground Works:** Where the Company requires any part of the Permitted Pipeline to be installed above ground (other than pipeline markers and cathodic protection test leads) or requires any part of the ROW Area to be fenced, the Owner shall be entitled to additional compensation to be agreed upon between the parties, or failing agreement, pursuant to the procedure available under Part 6 of the CER Act.

13. **Successors and Assigns:** The provisions of this Agreement shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Owner and the Company, respectively.

14. **Interpretation:** Wherever the singular or the masculine or neuter gender is used in this Agreement, 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.

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

16. **Severability:** If any provision of this Agreement or any part thereof is determined to be void or invalid, it shall be severed, and the remainder of the Agreement shall be and remain in force and effect and shall be construed as if such void or invalid provision or part had been deleted from it.


17. **No Waiver:** No failure or delay on the part of the Company in exercising the Pipeline Rights or Ancillary Rights or any other right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the Pipeline Rights or Ancillary Rights or any other right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect thereto, whether written or oral, and there are no promises, covenants, agreements, conditions, representations, warranties or collateral agreements whatsoever, express or implied, between the parties with respect to the subject matter hereof, other than those contained in this Agreement; **Provided however** that nothing in this section shall affect the rights and obligations of the parties set forth in any agreement in writing concerning the Lands, or any part thereof, that is expressed to take effect despite any provision to the contrary contained in this Agreement. No modification or amendment of this Agreement shall be binding unless executed in writing by the parties.

19. **Notices:** Save as otherwise provided herein, any notice or other communication or delivery given under this Agreement may be:

- a. delivered by hand, in which case it shall be deemed to have been received on delivery; or
- b. 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 business day following the day of mailing;

PROVIDED THAT any notice delivered by hand, that is delivered other than prior to 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 the Company for such purpose shall be Suite 2700, Stock Exchange Tower 300 – 5th Avenue S.W., Calgary, Alberta, T2P 5J2 Attention: Land Department, and the address of the Owner shall be the address that appears on the certificate of title for the Lands 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.

|  TRANSMOUNTAIN | |
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| INITIAL | INITIAL |
| Owner(s) | Company |
| JR | AP |


Schedule "A" - Defined Terms

1. **"Agreement"** means this agreement as the same may be amended from time to time;
2. **"Ancillary Rights"** means the rights granted to the Company over the Lands by and under section 8 of this Agreement;
3. **"Approval"** means an approval in writing by the Company under this Agreement or otherwise, including any conditions of approval;
4. **"CER Act"** means the *Canadian Energy Regulator Act* (Canada), and regulations thereunder, all as amended or replaced from time to time;
5. **"Excavation"** means a mine, quarry, well, pit, hole, trench, ditch, foundation or other excavation of any kind or nature of, on or under land;
6. **"Improvement"** means a building, structure, erection, pipe, pole, tower, road, pavement, foundation, improvement or thing of any kind or nature constructed or installed on land;
7. **"including"** means including without limitation;
8. **"Incompatible Use"** means any use, activity or thing within the ROW Area that would materially interfere with, disrupt or delay the exercise of the rights of way granted herein, including inspection, patrol and testing within the ROW Area, or that imperils the safety or security of the Permitted Pipeline as constructed and installed within the ROW Area under this Agreement, or any part thereof, or any person or property in relation to such Pipeline or any part thereof, and includes the use of any part of the ROW Area for, the carrying out within the ROW Area of, or the existence within the ROW Area of, any Excavation, dumping or removing Soil or any Improvement that is not a Permitted Improvement;
9. **"LTO"** means the land titles office for the Province of Alberta;
10. **"Permitted Improvement"** means an Improvement for which there is an Approval and for which there has been compliance with any conditions that are part of that Approval.
11. **"Permitted Pipeline"** means the Pipeline constructed and installed by the Company within the ROW Area under this Agreement and replacements and renewals thereof;
12. **"Pipeline"** means a pipeline for the transportation, storage and handling of oil, other liquid and gaseous hydrocarbons, and products thereof and all installations, equipment, fittings and facilities included in, associated with, appurtenant, affixed or incidental thereto, including 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;
13. **"Pipeline Rights"** means the rights granted over the ROW Area by and under section 3 of this Agreement;
14. **"Placed Soil"** means Soil that has been deposited, dumped or placed on land.
15. **"ROW Area"** means the Lands prior to the partial discharge of the Pipeline Rights under section 2, and following that partial discharge means that part of the Lands included in the ROW Plan;
16. **"ROW Plan"** has the meaning given in section 2 of this Agreement;
17. **"Soil"** means soil, fill, earth, sand, gravel, and other material of any kind or nature of which land is composed;
18. **"Undertaking"** means the Pipelines owned by the Company of which the Permitted Pipeline shall form part;
19. **"Vegetation"** means trees, shrubs, nursery stock and other vegetation and includes the limbs or growth of any Vegetation; and
20. **"within"** means across, over, under, in, through and on.

|  TRANSMOUNTAIN | |
|---|--------------------|
| INITIAL Owner(s) | INITIAL Company |
| JR | af |

Schedule "B" – The Owner and the Company agree to the following additional terms, and conditions, which shall be read and construed along with the terms and conditions of that certain Agreement made between the Company and the Owner dated as of the 21 day of February, 2020 to which this Schedule "B" is attached.

N/A

|  TRANSMOUNTAIN | |
|--|--------------------|
| INITIAL Owner(s) | INITIAL Company |
| <i>JR</i> | <i>MP</i> |

LAND TITLES ACT, Section 155/156
AFFIDAVIT OF EXECUTION FOR WITNESS

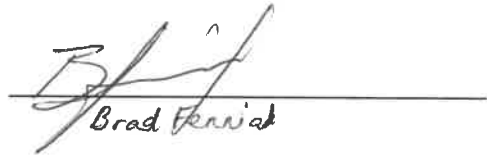
I, Brad Fenniak of the city of Edmonton,
in the Province of Alberta, Land Agent, make oath and say:

1. That I was personally present and did see Jim Robinson Contracting Ltd., Per: Jim Robinson named in the annexed instrument, who is known to me to be the person named therein duly sign and execute the instrument for the purpose named therein.
2. That the instrument was executed at the county of Yellowhead in the Province of Alberta, and that I am the subscribing witness thereto.
3. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

SWORN before me at Edmonton
in the Province of Alberta, this 21 day of
February, A.D. 2020


A Commissioner for Oaths in and for Alberta

JOEY ANDRIES
MY APPOINTMENT EXPIRES NOV. 23, 2020


Brad Fenniak

LAND TITLES ACT, Section 155/156
AFFIDAVIT OF EXECUTION FOR WITNESS

I, _____ of the _____ of _____,
in the Province of Alberta, Land Agent, make oath and say:

1. That I was personally present and did see _____ named in the annexed instrument, who is known to me to be the person named therein duly sign and execute the instrument for the purpose named therein.
2. That the instrument was executed at the _____ of _____ in the Province of Alberta, and that I am the subscribing witness thereto.
3. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

SWORN before me at _____
in the Province of Alberta, this _____ day of _____,
A.D. 20____.

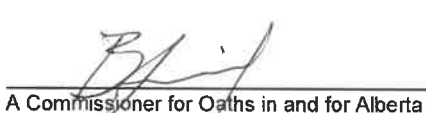
A Commissioner for Oaths in and for Alberta

LAND TITLES ACT, Section 161
AFFIDAVIT VERIFYING CORPORATE
SIGNING AUTHORITY

I, Jim Robinson, of Carrot Creek, Alberta, MAKE OATH AND SAY:

1. I am an officer or a director of Jim Robinson Contracting Ltd., named in the within or annexed instrument.
2. I am authorized by Jim Robinson Contracting Ltd. to execute the instrument without affixing a corporate seal.

SWORN before me at the county of
Yellowhead, in the Province of
Alberta, this 21 day of February, A.D. 2020.


A Commissioner for Oaths in and for Alberta

BRAD FENNIK
My Appointment Expires Sept. 9, 2021


Jim Robinson

| | |
|---|--------------------|
|  TRANSMOUNTAIN | |
| INITIAL Owner(s) | INITIAL Company |
| JR | JP |

CONSENT OF SPOUSE

I, _____ being married to the above named (Owner) do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the Dower Act, to the extent necessary to give effect to the said disposition.

Spouse of Owner

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

- 1. This document was acknowledged before me by _____ apart from her husband (or his wife).
2. _____ acknowledged to me that she (or he)
(a) is aware of the nature of the disposition.
(b) is aware that the Dower Act, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent.
(c) consents to the disposition for the purposes of giving up the life estate and other dower rights in the homestead given to her (or him) by the Dower Act, to the extent necessary to give effect to the said disposition.
(d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

Dated at _____ in the Province of Alberta, this _____ day of _____, A.D.20_____.

A Commissioner for Oaths in and for Alberta

DOWER ACT, Section 4
DOWER AFFIDAVIT

I, _____, of the _____ of _____, in the Province of Alberta, MAKE OATH AND SAY:

- 1. That I am the grantor named in the within instrument.
2. That I am not married

OR

- 3. That neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at _____ in the Province of Alberta, this _____ day of _____, A.D. 20_____.

A Commissioner for Oaths in and for Alberta



Table with 2 columns: INITIAL Owner(s), INITIAL Company. Contains handwritten initials JR and MP.

CONSENT OF OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY

I/We, _____

of _____ in the Province of Alberta, having an interest in the within lands by virtue of an Agreement or Instrument dated the _____ day of _____, _____ DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Grant of Easement and Right of Way Agreement shall be fully bound by all the terms and conditions thereof both now and henceforth.

Dated at _____ in the Province of Alberta, this _____ day of _____, A.D.20____.

Witness: _____

Name: _____

Witness: _____

Name: _____

**LAND TITLES ACT, Section 155/156
AFFIDAVIT OF EXECUTION FOR WITNESS**

I, _____ of the _____ of _____, in the Province of Alberta, Land Agent, make oath and say:

- 1. That I was personally present and did see _____ named in the annexed instrument, who is known to me to be the person named therein duly sign and execute the instrument for the purpose named therein.
- 2. That the instrument was executed at the _____ of _____ in the Province of Alberta, and that I am the subscribing witness thereto.
- 3. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

SWORN before me at _____ in the Province of Alberta, this _____ day of _____, A.D. 20____.

} _____

A Commissioner for Oaths in and for Alberta

**LAND TITLES ACT, Section 161
AFFIDAVIT VERIFYING CORPORATE
SIGNING AUTHORITY**

I, _____, of _____, Alberta, MAKE OATH AND SAY:

- 1. I am an officer or a director of _____, named in the within or annexed instrument.
- 2. I am authorized by _____ to execute the instrument without affixing a corporate seal.

SWORN before me at the _____ of _____, in the Province of Alberta, this _____ day of _____, A.D. 20____.

} _____

A Commissioner for Oaths in and for Alberta

| | |
|--|--------------------|
|  TRANSMOUNTAIN | |
| INITIAL Owner(s) | INITIAL Company |
| JR | AP |

Exhibit "E"

Copy of the Utility Right of Way registered as Instrument No. 202 068 566

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

202068566

ORDER NUMBER: 39273621

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

Tract: 451

**TRANS MOUNTAIN PIPELINE ULC
GRANT OF EASEMENT AND RIGHT OF WAY AGREEMENT
PROVINCE OF ALBERTA**

This Grant of Easement and Right of Way Agreement is dated as of February 21, 2020.

BETWEEN:

**Jim Robinson Contracting Ltd.
(the "Owner")**

- and -

**TRANS MOUNTAIN PIPELINE ULC
in its capacity as general partner of
TRANS MOUNTAIN PIPELINE L.P.
(the "Company")**

WHEREAS:

A. The Owner is the registered owner of an estate in fee simple in those lands and premises situated in the Province of Alberta, legally described as follows:

Ptn. SW 31-53-12-W5M

And as more particularly described and contained in Certificate of Title Number # 122 250 624 Excepting Thereout All Mines And Minerals

(the "Lands")

B. The Owner has agreed to grant easement rights and rights of way to the Company on and subject to the terms and conditions set forth in this Agreement;

C. The rights of way and easement rights herein granted are necessary for the operation and maintenance of the Company's Undertaking;


IN CONSIDERATION OF the sum of Ten Dollars (\$10.00) paid to the Owner by the Company, the receipt of which is acknowledged by the Owner, and in consideration of the covenants and agreements on the part of the Company hereinafter set forth, the Owner does grant, covenant and agree as follows:

1. Defined Terms: The words and phrases defined in Schedule "A" hereto shall have the respective meanings set out in that Schedule when used in this Agreement.

2. Limit Area of Pipeline Rights: Upon the Company having constructed and installed the Permitted Pipeline it shall cause the boundaries of a permanent right of way through the Lands for the Permitted Pipeline to be surveyed by an Alberta Land Surveyor, and shall cause a right of way plan of that part of the Lands included in those boundaries based on that survey to be prepared (the "**ROW Plan**") and deposited in the LTO. Following deposit of the ROW Plan in the LTO the Pipeline Rights shall be restricted to that part of the Lands included in the ROW Plan, and the Company shall cause the Pipeline Rights to be partially discharged as to that part of the Lands not included in the ROW Plan and provide the Owner with a copy of the ROW Plan and evidence of such partial discharge. Notwithstanding the provisions of this section 2, the Company shall continue to be entitled to exercise with respect to the entire area of the Lands the rights set out in section 8, and none of those rights shall in anyway be affected, limited or prejudiced by the registration of the ROW Plan or the partial discharge referred to above.

3. Pipeline Rights: The Owner grants, conveys, sets over and transfers to the Company, its employees, agents, contractors, subcontractors, successors and assigns, with or without materials, supplies, workers, vehicles, machinery and equipment, at all times hereafter and by day and by night, and at their will and pleasure, the right, licence, liberty, privilege, easement and right of way on, over, upon, across, along, in, under and through the ROW Area to:

(a) survey, construct, operate, maintain, inspect, patrol (including by aerial patrol), alter, remove, replace, reconstruct and repair a Pipeline within the ROW Area and for such purposes remove from the ROW Area any Improvements, Soil, Placed Soil or Vegetation on the ROW Area, and to carry out surveys, tests and examinations within the ROW Area and to place Soil on the ROW Area;

| | |
|---|--------------------|
|  TRANS MOUNTAIN | |
| INITIAL Owner(s) | INITIAL Company |
| JR | |

- (b) remove from the ROW Area any Incompatible Use on the ROW Area from time to time, including any Improvement, Soil, Placed Soil or Vegetation from time to time on the ROW Area that is an Incompatible Use, and to place Soil on the ROW Area to fill in any Excavation thereon;
- (c) enter, labour, go, be, return, pass and repass within the ROW Area for the foregoing purposes and to travel over the ROW Area for the purposes of the construction, installation, use, operation and maintenance of the Company's Undertaking; and

generally to do all things necessary or incidental to the Undertaking of the Company in connection with the foregoing.

4. Restoration and Compensation following Work: Following any exercise of the Pipeline Rights that results in the disturbance of any part of the ROW Area or anything on it, as soon as weather and soil conditions permit, and to the extent it is practicable to do so, the Company shall, except as otherwise agreed to by the Owner, if and to the extent applicable:

- (a) cause all construction debris to be removed from that part of the ROW Area;
- (b) replace all topsoil removed from and grade and contour that part of the ROW Area so it is suitable for its use as a pipeline right of way under this Agreement and any prior use thereof that is not an Incompatible Use; and
- (c) restore Permitted Improvements, on that part of the ROW Area and otherwise leave that part of the ROW Area in a condition suitable for its use as a pipeline right of way under this Agreement and any prior use of it that is not an Incompatible Use.

5. Compensate Owner: The Company shall compensate the Owner for damages caused by the Company's operations, pipelines or abandoned pipelines to the extent contemplated by the provisions of the CER Act governing compensation. For certainty the Company's obligation to compensate the Owner for damages suffered by the Owner under this section shall not extend to any damages for which the Owner has been or will be otherwise compensated by the Company including by payment for the rights and interests hereby granted, or has been or will be otherwise compensated by the Company as a result of the entry into this Agreement (including, without limitation, restrictions on the use of land arising by the operation of Section 335 of the CER Act). In this section 5 and in section 6 "pipelines" and "abandoned pipelines" have the meanings given in the CER Act.


6. Indemnify Owner: The Company shall indemnify the Owner from all liabilities, damages, claims, suits and actions resulting from the Company's operations, pipelines or abandoned pipelines, other than liabilities, damages, claims, suits and actions resulting from the gross negligence or willful misconduct of the Owner.

7. 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 ROW Area.

8. Ancillary Rights: The Owner grants, conveys, sets over and transfers to the Company the full and free right, licence, liberty, privilege and easement of ingress and egress at any and all times across, over and through the Lands, for itself, its employees, agents, contractors, subcontractors, successors and assigns, with or without materials, supplies, workers, vehicles machinery and equipment, at all times hereafter and by day and by night, to enter upon the Lands for the purpose of access over the Lands from neighbouring lands (including public roads) to the Permitted Pipeline as constructed and installed within the Lands under this Agreement, or any part thereof, and egress over the Lands to neighbouring lands (including public roads) from such Pipeline, or any part thereof, for all purposes necessary or incidental to the exercise and enjoyment of the Pipeline Rights.


9. Ownership of Pipeline: Notwithstanding that in constructing, operating, maintaining, inspecting, altering, removing, replacing, reconstructing and repairing a Pipeline within the ROW Area the Company may install pipe and installations, equipment, fittings and facilities included in, associated with, appurtenant, affixed or incidental thereto within the ROW Area in such a manner that it or they become affixed to the Lands, the title to such pipe and installations, equipment fittings and facilities included in, associated with, appurtenant, affixed or incidental thereto shall until surrendered or abandoned remain in the Company and the Company may at any time remove the whole or any part of the Permitted Pipeline.

10. Quiet Enjoyment: The Company shall peaceably hold and enjoy the rights hereby granted and given without hindrance, molestation or interruption on the part of the Owner or on the part of a person, firm or corporation claiming by, through, under or in trust for the Owner. If the Company shall fail to perform or observe any of its obligations under this Agreement the sole remedy the Owner or any other person having an interest in the Lands shall have is to recover from the Company damages for its default, and in no event shall the Owner or any other person having an interest in the Lands interfere with, hinder, molest or interrupt the Company in its use and enjoyment of the rights herein granted.

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|  TRANS MOUNTAIN | |
| INITIAL Owner(s) | INITIAL Company |
| JR | |


11. **Other Rights Preserved:** Nothing in this Agreement shall affect or prejudice the Company's rights in respect of the Lands under the provisions of any other right of way, held by the Company that encumbers the Lands or under applicable laws.
12. **Additional Compensation for Above Ground Works:** Where the Company requires any part of the Permitted Pipeline to be installed above ground (other than pipeline markers and cathodic protection test leads) or requires any part of the ROW Area to be fenced, the Owner shall be entitled to additional compensation to be agreed upon between the parties, or failing agreement, pursuant to the procedure available under Part 6 of the CER Act.
13. **Successors and Assigns:** The provisions of this Agreement shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Owner and the Company, respectively.
14. **Interpretation:** Wherever the singular or the masculine or neuter gender is used in this Agreement, 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.
15. **Headings:** The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement.
16. **Severability:** If any provision of this Agreement or any part thereof is determined to be void or invalid, it shall be severed, and the remainder of the Agreement shall be and remain in force and effect and shall be construed as if such void or invalid provision or part had been deleted from it.
17. **No Waiver:** No failure or delay on the part of the Company in exercising the Pipeline Rights or Ancillary Rights or any other right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the Pipeline Rights or Ancillary Rights or any other right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
18. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect thereto, whether written or oral, and there are no promises, covenants, agreements, conditions, representations, warranties or collateral agreements whatsoever, express or implied, between the parties with respect to the subject matter hereof, other than those contained in this Agreement; **Provided however** that nothing in this section shall affect the rights and obligations of the parties set forth in any agreement in writing concerning the Lands, or any part thereof, that is expressed to take effect despite any provision to the contrary contained in this Agreement. No modification or amendment of this Agreement shall be binding unless executed in writing by the parties.
19. **Notices:** Save as otherwise provided herein, any notice or other communication or delivery given under this Agreement may be:
- a. delivered by hand, in which case it shall be deemed to have been received on delivery; or
 - b. 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 business day following the day of mailing;

PROVIDED THAT any notice delivered by hand, that is delivered other than prior to 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 the Company for such purpose shall be Suite 2700, Stock Exchange Tower 300 – 5th Avenue S.W., Calgary, Alberta, T2P 5J2 Attention: Land Department, and the address of the Owner shall be the address that appears on the certificate of title for the Lands 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.

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| INITIAL | INITIAL |
| Owner(s) | Company |
| JR | |


Schedule "A" - Defined Terms

1. **"Agreement"** means this agreement as the same may be amended from time to time;
2. **"Ancillary Rights"** means the rights granted to the Company over the Lands by and under section 8 of this Agreement;
3. **"Approval"** means an approval in writing by the Company under this Agreement or otherwise, including any conditions of approval;
4. **"CER Act"** means the *Canadian Energy Regulator Act* (Canada), and regulations thereunder, all as amended or replaced from time to time;
5. **"Excavation"** means a mine, quarry, well, pit, hole, trench, ditch, foundation or other excavation of any kind or nature of, on or under land;
6. **"Improvement"** means a building, structure, erection, pipe, pole, tower, road, pavement, foundation, improvement or thing of any kind or nature constructed or installed on land;
7. **"including"** means including without limitation;
8. **"Incompatible Use"** means any use, activity or thing within the ROW Area that would materially interfere with, disrupt or delay the exercise of the rights of way granted herein, including inspection, patrol and testing within the ROW Area, or that imperils the safety or security of the Permitted Pipeline as constructed and installed within the ROW Area under this Agreement, or any part thereof, or any person or property in relation to such Pipeline or any part thereof, and includes the use of any part of the ROW Area for, the carrying out within the ROW Area of, or the existence within the ROW Area of, any Excavation, dumping or removing Soil or any Improvement that is not a Permitted Improvement;
9. **"LTO"** means the land titles office for the Province of Alberta;
10. **"Permitted Improvement"** means an Improvement for which there is an Approval and for which there has been compliance with any conditions that are part of that Approval.
11. **"Permitted Pipeline"** means the Pipeline constructed and installed by the Company within the ROW Area under this Agreement and replacements and renewals thereof;
12. **"Pipeline"** means a pipeline for the transportation, storage and handling of oil, other liquid and gaseous hydrocarbons, and products thereof and all installations, equipment, fittings and facilities included in, associated with, appurtenant, affixed or incidental thereto, including 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;
13. **"Pipeline Rights"** means the rights granted over the ROW Area by and under section 3 of this Agreement;
14. **"Placed Soil"** means Soil that has been deposited, dumped or placed on land.
15. **"ROW Area"** means the Lands prior to the partial discharge of the Pipeline Rights under section 2, and following that partial discharge means that part of the Lands included in the ROW Plan;
16. **"ROW Plan"** has the meaning given in section 2 of this Agreement;
17. **"Soil"** means soil, fill, earth, sand, gravel, and other material of any kind or nature of which land is composed;
18. **"Undertaking"** means the Pipelines owned by the Company of which the Permitted Pipeline shall form part;
19. **"Vegetation"** means trees, shrubs, nursery stock and other vegetation and includes the limbs or growth of any Vegetation; and
20. **"within"** means across, over, under, in, through and on.

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| Owner(s) | Company |
| JR | |

Schedule "B" – The Owner and the Company agree to the following additional terms, and conditions, which shall be read and construed along with the terms and conditions of that certain Agreement made between the Company and the Owner dated as of the 21 day of February, 2020 to which this Schedule "B" is attached.

N/A

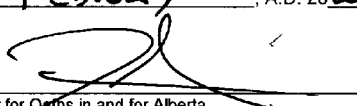
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| Owner(s) | Company |
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LAND TITLES ACT, Section 155/156
AFFIDAVIT OF EXECUTION FOR WITNESS

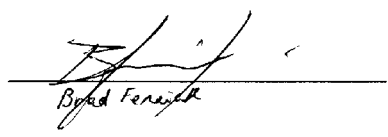
I, Brad Fenniak of the city of Edmonton
in the Province of Alberta, Land Agent, make oath and say:

1. That I was personally present and did see Jim Robinson Contracting Ltd., Per: Jim Robinson named in the annexed instrument, who is known to me to be the person named therein duly sign and execute the instrument for the purpose named therein.
2. That the instrument was executed at the county of Yellowhead in the Province of Alberta, and that I am the subscribing witness thereto.
3. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

SWORN before me at Edmonton
in the Province of Alberta, this 21 day of
February, A.D. 2020



A Commissioner for Oaths in and for Alberta
JOEY ANDRIES
MY APPOINTMENT EXPIRES NOV. 23, 2020


Brad Fenniak

LAND TITLES ACT, Section 155/156
AFFIDAVIT OF EXECUTION FOR WITNESS

I, _____ of the _____ of _____
in the Province of Alberta, Land Agent, make oath and say:

1. That I was personally present and did see _____ named in the annexed instrument, who is known to me to be the person named therein duly sign and execute the instrument for the purpose named therein.
2. That the instrument was executed at the _____ of _____ in the Province of Alberta, and that I am the subscribing witness thereto.
3. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

SWORN before me at _____
in the Province of Alberta, this _____ day of _____
_____, A.D. 20____.

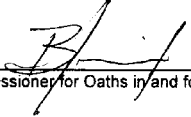
A Commissioner for Oaths in and for Alberta

LAND TITLES ACT, Section 161
AFFIDAVIT VERIFYING CORPORATE
SIGNING AUTHORITY

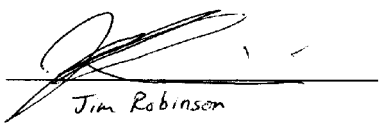
I, Jim Robinson of Forest Creek, Alberta, MAKE OATH AND SAY:

1. I am an officer or a director of Jim Robinson Contracting Ltd., named in the within or annexed instrument.
2. I am authorized by Jim Robinson Contracting Ltd. to execute the instrument without affixing a corporate seal.


SWORN before me at the county of Yellowhead, in the Province of Alberta, this 21 day of February, A.D. 2020.



A Commissioner for Oaths in and for Alberta


Jim Robinson

BRAD FENNIK
My Appointment Expires Sept. 9, 2021

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|  TRANSMOUNTAIN | |
| INITIAL Owner(s) | INITIAL Company |
| JR | |

CONSENT OF SPOUSE

I, _____ being married to the above named

(Owner) do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the Dower Act, to the extent necessary to give effect to the said disposition.

Spouse of Owner

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by _____ apart from her husband (or his wife).
2. _____ acknowledged to me that she (or he)
 - (a) is aware of the nature of the disposition.
 - (b) is aware that the Dower Act, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent.
 - (c) consents to the disposition for the purposes of giving up the life estate and other dower rights in the homestead given to her (or him) by the Dower Act, to the extent necessary to give effect to the said disposition.
 - (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

Dated at _____ in the Province of Alberta, this ____ day of _____, A.D.20____.

A Commissioner for Oaths in and for Alberta

DOWER ACT, Section 4
DOWER AFFIDAVIT

I, _____, of the _____ of _____, in the Province of Alberta, MAKE OATH AND SAY:


1. That I am the grantor named in the within instrument.
2. That I am not married

OR

3. That neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at _____
in the Province of Alberta, this _____ day of _____, A.D. 20____.

A Commissioner for Oaths in and for Alberta

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|  TRANSMOUNTAIN | |
| INITIAL Owner(s) | INITIAL Company |
| JR | |

CONSENT OF OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY

I/We, _____

of _____ in the Province of Alberta, having an interest in the within lands by virtue of an Agreement or Instrument dated the _____ day of _____, DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Grant of Easement and Right of Way Agreement shall be fully bound by all the terms and conditions thereof both now and henceforth.

Dated at _____ in the Province of Alberta, this _____ day of _____, A.D. 20____.

Witness: _____

Name: _____

Witness: _____

Name: _____

**LAND TITLES ACT, Section 155/156
AFFIDAVIT OF EXECUTION FOR WITNESS**

I, _____ of the _____ of _____, in the Province of Alberta, Land Agent, make oath and say:

1. That I was personally present and did see _____ named in the annexed instrument, who is known to me to be the person named therein duly sign and execute the instrument for the purpose named therein.
2. That the instrument was executed at the _____ of _____ in the Province of Alberta, and that I am the subscribing witness thereto.
3. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

SWORN before me at _____ in the Province of Alberta, this _____ day of _____, A.D. 20____.

} _____

A Commissioner for Oaths in and for Alberta

**LAND TITLES ACT, Section 161
AFFIDAVIT VERIFYING CORPORATE
SIGNING AUTHORITY**


I, _____, of _____, Alberta, MAKE OATH AND SAY:

1. I am an officer or a director of _____, named in the within or annexed instrument.
2. I am authorized by _____ to execute the instrument without affixing a corporate seal.

SWORN before me at the _____ of _____, in the Province of Alberta, this _____ day of _____, A.D. 20____.

} _____

A Commissioner for Oaths in and for Alberta

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|  TRANSMOUNTAIN | |
| INITIAL Owner(s) | INITIAL Company |
| JR | |



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