

July 8, 2021

VIA ELECTRONIC FILING
ORIGINAL BY COURIER

Canada Energy Regulator
Suite 210, 517 – 10th Avenue SW
Calgary, AB T2R 0A8

Attention: Mr. Jean-Denis Charlebois, Secretary of the Commission

Dear Mr. Charlebois:

**Re: Trans Mountain Pipeline ULC ("Trans Mountain")
Trans Mountain Expansion Project ("Project")
Section 324 Application for Right of Entry ("Application")
OF-Fac-Oil-T260-2013-03 63
City of Burnaby ("Owner")
Short Legal: 006-619-690 / Tract: PC7726 ("Lands of the Owner")**

Please find attached an Application pursuant to section 324 of the *Canadian Energy Regulator Act* ("**Act**") requesting an order for Right of Entry for the above-referenced Lands of the Owner necessary for the construction and operation of the Project.

Please note that on October 15, 2020, Trans Mountain filed an application with the Canada Energy Regulator ("**Regulator**") pursuant to section 211 of the Act for approval of a deviation to the approved Plan, Profile, and Book of Reference relevant to the Lands of the Owner ([C08919](#)). The Commission of the Regulator ("**Commission**") approved the application on November 24, 2020 by Order AO-001-OPL-004-2020 ([C09883](#)) ("**Deviation Approval**"). The revised Plan, Profile, and Book of Reference identified in the Deviation Approval is consistent with the rights sought for the Project over the Lands of the Owner in the enclosed Application.

In addition, please note that the Schedule attached as Exhibit "C" to the Application differs from that attached to the right of entry notice served on the Owner.¹ Having regard to ongoing consultation efforts with the Owner, Trans Mountain understands that the amended Schedule addresses the Owner's outstanding concerns regarding Trans Mountain's proposed entry on the Lands.

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 Regulator. Trans Mountain does not believe that it is reasonably possible or practical to effect same day service and, therefore, seeks relief from this requirement in accordance with the

¹ The Schedule that is proposed to be made part of the order sought is not required to be included with the notice to be served under section 324(2) of the Act, but only as part of the Application in accordance with section 55(3)(c) of the *National Energy Board Rules of Practice and Procedure, 1995*, SOR/95-208.

broad discretion conferred upon the Commission under section 4 of the Rules. In that regard, under subsection 56(1) of the Rules, the ten (10) 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 attempt to serve the Owner and will file proof of service of the Application as soon as possible after service is effected on the Owner.

Please direct all communications related to 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
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 Application.

Trans Mountain wishes to draw the Commission's attention to Exhibit "B" of the Application, which is proof of service ("**Proof of Service**") of the notice served on the Owner pursuant to subsection 324(2) of the Act ("**Notice**"), provided in accordance with subsection 8(8) of the Rules. The Notice is set out in Exhibit "A" of the Application. The original Proof of Service attaches the Notice; however, the attached Notice has been removed from the Proof of Service in the Application in order to reduce the volume of duplicative materials filed with the Regulator. Trans Mountain would be pleased to provide to the Commission Proof of Service attaching the Notice upon request.

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

Regards,



Alain Parisé, Director, Land

Encl.

cc. Owner
Gregory J. McDade, Q.C. (Ratcliff & Company LLP)

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 an Application by Trans Mountain Pipeline ULC ("**Trans Mountain**") pursuant to subsection 324(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

July 8, 2021

To: Secretary of the Commission
Canada Energy Regulator
Suite 210, 517 - 10th Avenue SW
Calgary, Alberta T2R 0A8

And to: City of Burnaby
4949 Canada Way
Burnaby, British Columbia, Canada V5G 1M2

(the "**Owner**")

Right of Entry Application Pursuant to Subsection 324(1) of the Act

1. Trans Mountain hereby applies to the Canada Energy Regulator ("**Regulator**" or "**CER**") pursuant to subsection 324(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 June 21, 2019, the National Energy Board issued Certificate OC-065 authorizing Trans Mountain to construct and operate the Project.
3. On August 22, 2019, Trans Mountain served notice on the Owner pursuant to section 34 of the *National Energy Board Act* ("**Section 34 Notice**") in relation to the detailed route of the Project.
4. Trans Mountain and the Owner entered into an agreement regarding the Project's detailed route in October 2019 ([C02346](#)) (the "**Agreement**"). On June 4, 2020, the Commission issued Order OPL-004-2020, approving the Plan, Profile, and Book of Reference ("**PPBOR**") relevant to the Lands of the Owner.
5. On June 10, 2020, Trans Mountain served notice on the Owner pursuant to subsection 322(1) of the Act ("**Section 322 Notice**") in relation to the lands required for the Project.
6. On October 15, 2020, Trans Mountain filed an application pursuant to section 211 of the Act for approval of route deviations pertaining to, among other lands, the Lands of the Owner ([C08919](#)). Trans Mountain sought approval for such route deviations to accommodate the Owner's requests as part of the Agreement. On November 24, 2020, the Commission issued Order AO-001-OPL-004-2020 approving the route deviations ([C09883](#)) ("**Deviation Approval**"). The revised PPBOR identified in the Deviation Approval is consistent with the Section 322 Notice and the rights sought for the Project over the Lands of the Owner in this Application.
7. On May 10, 2021, Trans Mountain served notice on the Owner pursuant to subsection 324(2) of the Act ("**Notice**") in relation to right of entry.
8. The Commission of the Regulator ("**Commission**") has issued an Order approving the Plan, Profile and Book of Reference relevant to the Lands of the Owner.
9. 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 the Schedule attached as Exhibit "C" to this Application. The form of Exhibit "C" is proposed to be made a part of the Right of Entry Order sought by this Application. Trans Mountain notes that the terms of Exhibit "C" differ from the terms of the Schedule which was attached to the Notice. Having regard to ongoing consultation efforts with the Owner, Trans Mountain understands that the amended Schedule addresses the Owner's outstanding concerns regarding Trans Mountain's proposed entry on the Lands. A blackline comparison of the Notice Schedule and the Exhibit "C" Schedule is attached hereto as Exhibit "I".
10. 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".

11. Trans Mountain requires immediate right of entry to the Lands of the Owner in order to commence construction of the Project. Construction is anticipated to commence on the Lands of the Owner on or about September 6, 2021 or as soon as practicable after receiving the necessary authorization from the Commission and Environment and Climate Change Canada.
12. 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 324(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" | CER Template for Objection to Application for Right of Entry; |
| Exhibit "H" | Completed CER Filing Inventory; and |
| Exhibit "I" | Blackline Comparison of Notice Schedule and amended Schedule attached as Exhibit "C". |

Relief Sought

1. Trans Mountain requests that the Commission:
 - a. grant Trans Mountain an order for immediate right of entry to the Lands of the Owner pursuant to subsection 324(1) of the Act; and
 - b. grant such further and other relief as Trans Mountain may request and the Commission may consider appropriate.

Dated at Calgary, Alberta, this 8th day of July, 2021.

Trans Mountain Pipeline ULC

By its counsel
Blake, Cassels & Graydon, LLP

Per:



Lars Olthafer

Tract: PC7726
PID: 006-619-690
City of Burnaby

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 Notice served pursuant to subsection 324(2) of the Act

PERSONAL DELIVERY

May 6, 2021

City of Burnaby
Attention: May Leung, City Solicitor
4949 Canada Way
Burnaby, British Columbia, Canada V5G 1M2

To: City of Burnaby

**Re: Trans Mountain Pipeline ULC ("Trans Mountain")
Trans Mountain Expansion Project ("Project")
OF-Fac-Oil-T260-2013-03 63
Notice of application for right of entry
Short Legal: 006-619-690 / Tract: PC 7726 ("Lands")**

As you know, Trans Mountain has been in consultation with you with respect to the 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; and
- served you with a notice in relation to the lands proposed to be acquired for the Project pursuant to subsection 322(1) of the *Canadian Energy Regulator Act* ("**CER Act**").

It is Trans Mountain's preference to complete a negotiated agreement for the land rights necessary to construct, operate and maintain the Project. However, through its engagement program, Trans Mountain understands that you have not accepted the current offer of compensation.

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 immediate right of entry ("**Notice**") pursuant to subsection 324(2) of the CER Act. Please find the Notice attached to this letter as Attachment B.

The Commission of the Canada Energy Regulator ("**Commission**") may, if you and Trans Mountain do not come to an agreement, on application, determine compensation associated with the rights acquired through right of entry, if granted, in accordance with the limited factors prescribed by the CER Act.

If this matter proceeds to right of entry, the determination of compensation payable will be based on the right to use any areas required. The bonus payment currently offered would not be part of Trans Mountain's compensation position before the Commission and any damages caused by construction activities will be compensated separately.

Trans Mountain intends to file the right of entry application and access the Lands for Project construction in accordance with the timelines set out in the enclosed Notice.

Attached hereto as Attachment A to this letter is the Canada Energy Regulator Information Letter dated December 16, 2020 regarding the right of entry application process ("**Information Letter**").

In the meantime, should you have any further questions, please do not hesitate to contact the undersigned at TMEP_Land@transmountain.com or your designated Project Land Representative.

Yours truly,



Alain Parisé
Director, Land
Trans Mountain Pipeline ULC

cc. Gregory J. McDade, Q.C. (Ratcliff & Company LLP)
Lars Olthafer, Blake, Cassels & Graydon LLP
Joey Andries, Progress Land Services Ltd.

Attachment A

CANADA ENERGY REGULATOR INFORMATION LETTER (December 16, 2020)



Canada Energy
Regulator

Régie de l'énergie
du Canada

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

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

File OF-Fac-Oil-T260-2013-03 63
16 December 2020

**Trans Mountain Pipeline ULC (Trans Mountain)
Trans Mountain Expansion Project (TMEP)
Notice of Trans Mountain's Application pursuant to
Section 324 of the Canadian Energy Regulator Act (CER Act)
Right of Entry**

Canada Energy Regulator Information Letter

Purpose

You are receiving this letter from the Canada Energy Regulator because Trans Mountain has served you with a **notice** of Trans Mountain's intention to file an application for a right of entry order in the future. This notice includes information from Trans Mountain regarding the date on which the company intends to make its *application* for right of entry. If and when Trans Mountain files a right of entry application, you will be served with the application and you will have certain rights to participate in the application process.

The Canada Energy Regulator is providing you this letter in order to provide you information to familiarize yourself with the right of entry process.

Background Materials

On 19 May 2016, the National Energy Board (NEB or Board) issued its OH-001-2014 Report recommending that the Governor in Council (GIC) approve the TMEP, subject to 157 conditions ([A77045](#)).

On 29 November 2016, the GIC directed the Board to issue Certificate of Public Convenience and Necessity OC-064 ([A80871](#)), the effect of which was to approve the TMEP, including the 150 metre wide corridor.

On 18 June 2019 the GIC issued the Order in Council approving the Board's MH-052-2018 Reconsideration Report ([A98021](#)).

On 28 August 2019, pursuant to the Canadian Energy Regulator Act, the National Energy Board (NEB) was replaced with the Canada Energy Regulator (CER). The NEB's adjudicative work has been transferred to the Commission of the Canada Energy Regulator.

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

For any questions, please contact a CER Process Advisor by phone at 1-800-899-1265 (toll-free), or by email at TMX.ProcessHelp@cer-rec.gc.ca.

Right of Entry

If a company requires the use of private lands for its CER-regulated project, it must first acquire the necessary land rights through a land acquisition agreement. If the company and a landowner are unable to finalize a land acquisition agreement, the company can file with the CER a right of entry application for an order to enable the company to enter the lands. The Commission expects that the company and the landowner have made every reasonable attempt to finalize a land acquisition agreement.

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

Objection to an Application for Right of Entry

If you are served with an application for a right of entry order *after you receive this notice*, you have a right to file a written objection to the application. Objections must be filed with the CER and served on Trans Mountain, within **10 calendar days of the landowner's receipt of the application**.

The CER has created a template for landowners to complete in the event that they wish to file an objection to a right of entry application. The written objection template can be found on the CER's website at: <https://www.cer-rec.gc.ca/en/consultation-engagement/form/objection-right-entry-covid.pdf>

Further information regarding an objection to a right of entry application:

Timing

Section 56 of the *National Energy Board Rules of Practice and Procedure, 1995*, governs the process for objections and replies to objections. Please note the objection period begins after an *application* is filed; no filings are required where Trans Mountain has provided *notice* of a future application. See the Additional Resources at the end of this letter for more information.

After the application is filed, a landowner may file an objection, and the company may file a reply. Steps 3 and 4 of the attached diagram outline the objection and reply process.

Additional objection or reply submissions filed by either party after this process shall be disregarded and will not form part of the record, unless prior leave was granted by the Commission. Requests for leave to file additional materials may be made in writing to the Commission, copying Trans Mountain. The request must include an explanation or reasons justifying the requested relief. Such relief will only be granted in exceptional circumstances.

Content

The Commission reminds landowners that the right of entry process is not intended to consider impacts of the TMEP that have been, or could have been, reviewed in previous regulatory processes (see Background Materials above).

The Commission encourages landowners to provide comments regarding whether the right of entry application is appropriate as applied for, and comments regarding the particular terms and conditions of the right of entry.

The Commission reminds landowners that certain information may be privileged and confidential, such as the content and form of settlement negotiations between you and Trans Mountain. This information should not be included in the objection, unless both parties agree to waive any privilege.

Finally, the Commission advises landowners that landowners are entitled to compensation for the acquisition of lands, however, **disputes regarding compensation are not considered in the Commission's assessment of a right of entry application.** Further information regarding compensation disputes is provided below.

Compensation Related Matters

Under Part 6 of the CER Act, parties may apply to the Commission to determine compensation disputes in relation to land matters. The CER's [*Guidance on Land Related Compensation Disputes*](#), provides further information about when compensation may be available.

If parties are unable to resolve a compensation dispute through their own negotiation efforts, the CER can support the resolution of the dispute in two ways: ADR or adjudication (hearing and decision). Interested parties may submit a complaint or application to the CER to commence either or both of these compensation dispute proceedings.

In line with the principles of natural justice, compensation dispute proceedings will be dealt with independently from the right of entry process. Right of entry processes will proceed along their normal course regardless of whether parties are also participating in a compensation dispute proceeding.

Process Advisors and Alternative Dispute Resolution Services

The CER has Process Advisors in place to respond to your questions about the right of entry process. You can reach them by email at TMX.ProcessHelp@cer-rec.gc.ca or you can call 1-800-899-1265 (toll free).

The Commission's alternative dispute resolution (ADR) services are available to assist parties to reach resolution of outstanding issues outside of the regulatory process. ADR processes are uniquely tailored to individual needs and could take the form, for example, of a meeting between landowners and Trans Mountain. To take advantage of ADR, both the landowner and Trans Mountain must agree to take part. This process is voluntary and facilitated by trained Board staff, or by another neutral third party. If interested in using the Commission's ADR services or learning more information about ADR options, please email ADR-MRD@cer-rec.gc.ca or call 1-800-899-1265 (toll free).

Additional Resources

The following additional resources¹ are available regarding the right of entry application process:

- section 324-326 of the CER Act
(<https://laws-lois.justice.gc.ca/eng/acts/C-15.1/page-32.html>)
- Guide V of the CER Filing Manual
(<https://www.cer-rec.gc.ca/en/applications-hearings/submit-applications-documents/filing-manuals/filing-manual/filing-manual-guide-v-right-entry-application-cer-act-s-324.html>)
- Land Matters Guide including Right of Entry Orders
(<https://www.cer-rec.gc.ca/en/consultation-engagement/land-matters-guide/right-entry-orders.html>)
- section 55 of the National Energy Board Rules of Practice and Procedure, 1995
(<https://laws-lois.justice.gc.ca/eng/regulations/SOR-95-208/page-6.html#h-45>)
- section 56 of the *National Energy Board Rules of Practice and Procedure*, 1995
(<https://laws-lois.justice.gc.ca/eng/regulations/SOR-95-208/page-6.html#h-45>)

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.

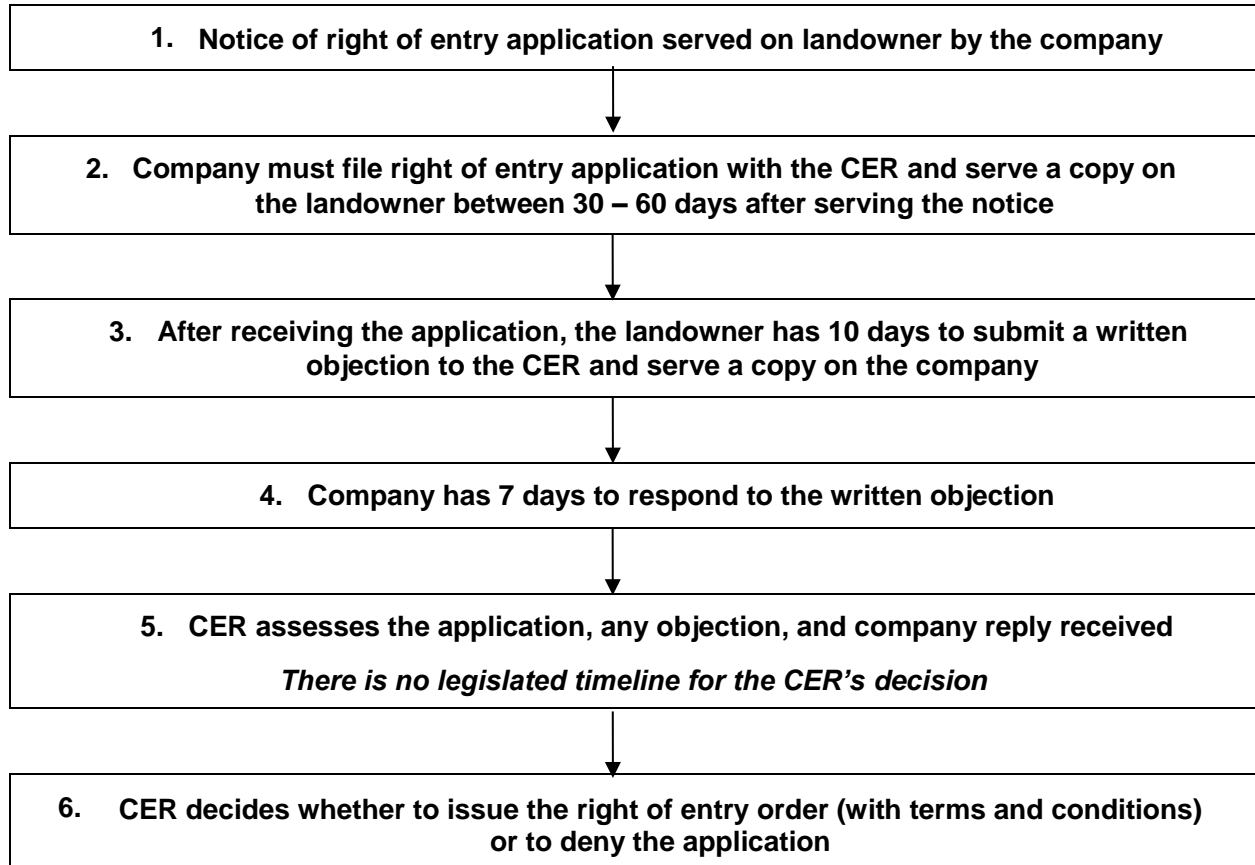
(3) A company that receives an objection under subsection (2) shall file with the Board a reply to the objection, or a statement that it does not wish to respond to the objection, within seven days after the date that the objection is served on the company by the owner of the lands.

(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.

Attachment

¹ Some publications are currently in the process of being updated from the NEB to the CER.

**Canada Energy Regulator (CER)
Right of Entry Application Process**



Attachment B

CER ACT SUBSECTION 324(2) NOTICE

IN THE MATTER OF the *Canadian Energy Regulator Act*,
SC 2019, c 28, s 10 (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 SUBSECTION 324(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: **City of Burnaby**

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 Canada Energy Regulator (the "**Regulator**") on June 7, 2021, or as soon thereafter as the Regulator may allow and the Act will permit, for an order of the Commission of the Regulator ("**Commission**") pursuant to Subsection 324(1) of the Act ("**Right of Entry Order**") granting it an immediate right to enter those portions of the Lands of the Owner described 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 Commission, the Applicant intends to enter the Lands of the Owner on July 15, 2021, or as soon thereafter as the Commission may allow and the Act will permit, and intends to access the Lands of the Owner intermittently thereafter for the construction of a section or part of the Project over a period of approximately three (3) years.
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**") and, subject to any other regulations made by the Regulator in accordance with the Act, be in writing and filed with the Regulator 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 Regulator and served on the Applicant by hand delivery, mail, courier, telex, facsimile or other means of written or electronic communication, if the Regulator or the Applicant has the facilities for receiving a document in such a manner.

Tract: PC 7726
PID: 006-619-690
City of Burnaby

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

Canada Energy Regulator
Suite 210, 517 Tenth Avenue SW
Calgary, AB T2R 0A8
Attention: Jean-Denis Charlebois,
Secretary of the Commission
Toll Free Fax: 1-877-288-8803
Email: secretary@cer-rec.gc.ca

and to: **Trans Mountain Pipeline ULC**
Suite 2700, 300 – 5th Avenue S.W.
Calgary, AB T2P 5J2
Attention: Alain Parisé, Director, Land
Tel: 1-866-514-6700
Email: TMEP_Land@transmountain.com

and:

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 Commission grants to the Applicant an immediate right to enter the Lands of the Owner under Subsection 324(1) of the Act, the Owner will be entitled to receive from the Applicant pursuant to Section 325 of the Act an amount as an advance of the compensation to be determined by the Commission pursuant to Subsection 327(1) of the Act. The Applicant is prepared to advance the Registered Owner the sum of \$774,144.00 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 327(1) of the Act.

DATED at the City of Calgary, in the Province of Alberta, this 6th day of May, 2021.

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

LOT 71 EXCEPT: PART SUBDIVIDED BY PLAN 73989,
DISTRICT LOTS 4, 6, 10, 56 AND 57 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN 31569

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

- (a) That portion of the Lands of the Owner containing 0.240 Ha / 0.59 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 0.431 Ha / 1.06 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.

4. RIGHTS, OBLIGATIONS, RESTRICTIONS AND TERMS

- (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 CER Act governing compensation including: (i) any restrictions on use of the Pipeline ROW Area by operation of s. 335 of the CER Act; and (ii) any adverse effect on the remaining Lands of the Owner, including restrictions on the use of the remaining Lands of the Owner by operation of s. 335 of the CER Act.
- (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 CER 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 CER 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: Land Department

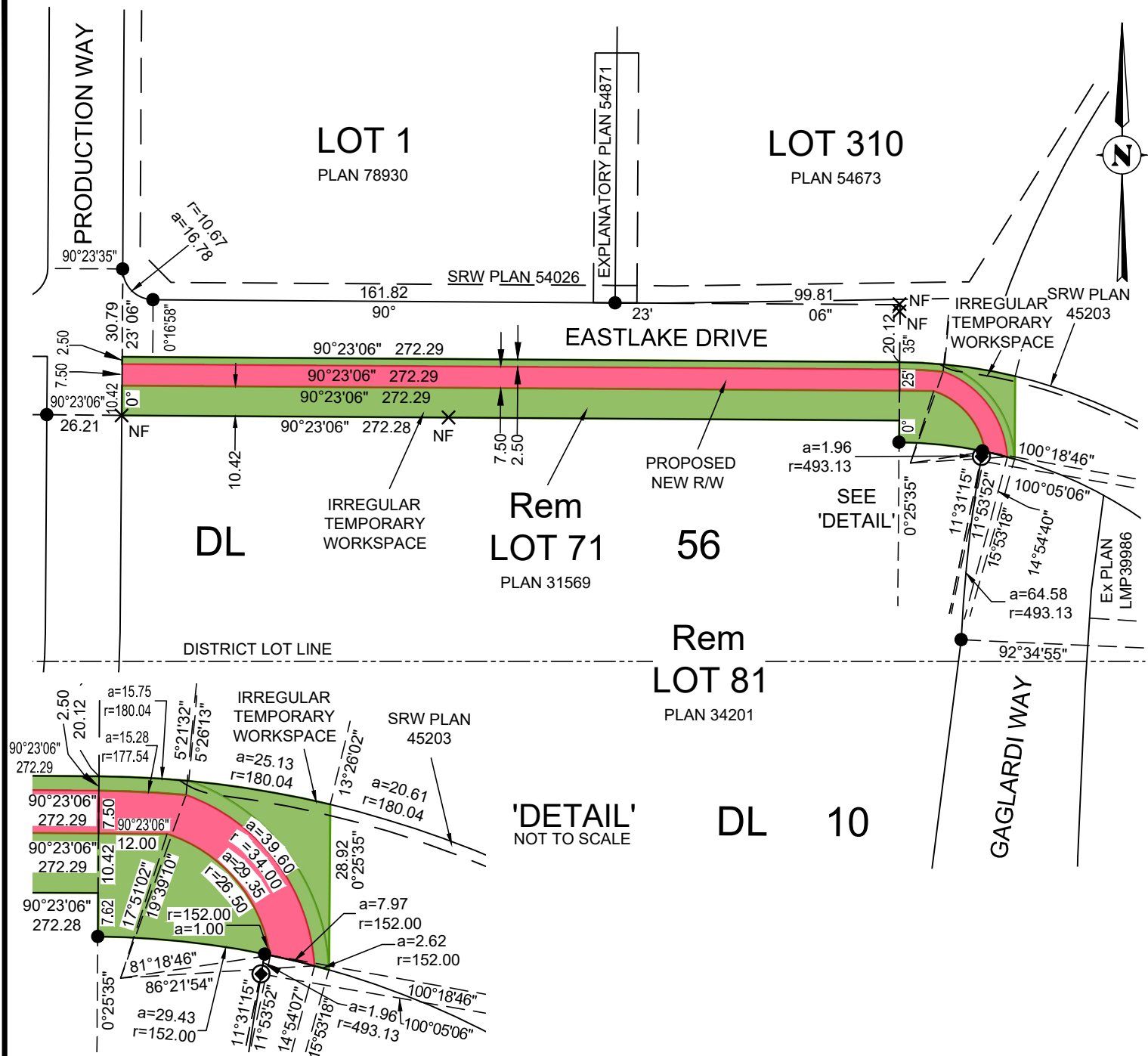
The address of the Owner for such purpose shall be the address that appears on the certificate of title for the Lands of the Owner maintained by the LTO at the time the notice is given.

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



TITLE NO.: BA262949
OWNER(S): CITY OF BURNABY

AREA REQUIRED FOR NEW R/W: 0.240 ha (0.59 Ac.)
 AREA REQUIRED FOR
 TEMPORARY WORKSPACE: 0.431 ha (1.06 Ac.)

NOTHING FOUND SHOWN XNF
 NON-STANDARD POST FOUND SHOWN 
 STANDARD IRON POST FOUND SHOWN 
 NEW R/W IS OUTLINED THUS: 
 TEMPORARY WORKSPACE
 IS OUTLINED THUS: 

THIS PLAN CERTIFIED CORRECT THIS
4th DAY OF MARCH, 2021

Jason A Walker
JASON WALKER, BCLS

PID: 006-619-690
TRACT NUMBER: PC 7726

ALL DIMENSIONS ARE IN METRES

TRANS MOUNTAIN PIPELINE ULC

INDIVIDUAL OWNERSHIP PLAN SHOWING
PROPOSED PIPELINE RIGHT-OF-WAY
AND TEMPORARY WORKSPACE WITHIN
LOT 71 EXCEPT: PART SUBDIVIDED BY PLAN 73989
DISTRICT LOTS 4, 6, 10, 56 AND 57 GROUP 1
PLAN 31569

NEW WESTMINSTER DISTRICT - BRITISH COLUMBIA

REVISION: 5



**McElhanney Associates Land
Surveying Ltd.**
200-858 Beatty Street, Vancouver,
BC V6B 1C1 Phone: (604) 683 8521

TMC No.: 01-13283-M002-PP11445

PG: 1 OF 1

DWG: 19731-505-GNW-11445

SCALE: 1:2000

DWG BY: CW

FILE No.: 02637-05-PC7726

DATE: MAR 4th, 2021

CKD BY: JW

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.

"CER Act" means the *Canadian Energy Regulator 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 CER 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"**

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;

AND IN THE MATTER OF a Notice of Application (“**Notice**”) pursuant to subsection 324(2) of the Act by Trans Mountain Pipeline ULC (“**Trans Mountain**”).

SOLICITOR’S CERTIFICATE OF SERVICE

I, Elyse Bouey, Solicitor, certify that I caused the City of Burnaby, being the owner of the lands described as PID 006-619-690, to be duly served with the Notice by causing same to be delivered on May 10, 2021 by email transmission to the attention of May Leung, (may.leung@burnaby.ca), Solicitor for the City of Burnaby.



ELYSE BOUEY

May 10, 2021

BLAKE, CASSELS & GRAYDON LLP
Barristers & Solicitors
3500 Bankers Hall East
855 Second Street S.W.
Calgary, Alberta T2P 4J8
Tel: (403) 260-9600
Fax: (403) 260-9700

Solicitors for Trans Mountain Pipeline ULC

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

LOT 71 EXCEPT: PART SUBDIVIDED BY PLAN 73989,
DISTRICT LOTS 4, 6, 10, 56 AND 57 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN 31569

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

- (a) That portion of the Lands of the Owner containing 0.240 Ha / 0.59 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 0.431 Ha / 1.06 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**")

in any event, and unless the Commission of the Canada Energy Regulator otherwise directs, the Temporary Workspace Area Rights shall lapse and be of no further force or effect by the later of: (i) four years from the date of issuance of Order [insert ROE Order number] ("**Order**"), or (b) three years from the commencement of the Pipeline Construction; 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.

Without limiting any other obligation of Trans Mountain under this Order, Trans Mountain, in exercising its rights under this Order, shall comply with the terms and conditions of any regulatory approval, order or certificate issued or imposed by the Canada Energy Regulator or its predecessor, the National Energy Board, as well as any legislation or regulation applicable to Trans Mountain.

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 CER Act governing compensation including: (i) any restrictions on use of the Pipeline ROW Area by operation of s. 335 of the CER Act; and (ii) any adverse effect on the

remaining Lands of the Owner, including restrictions on the use of the remaining Lands of the Owner by operation of s. 335 of the CER Act.

- (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.
- (f) **Use and Enjoyment by Owner:** Subject to the subclause 4(e) and to the provisions of the CER 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. Without limiting the generality of the foregoing, following completion of, or contemporaneously with, Pipeline Construction, Pipeline ROW Area Restoration and Temporary Workspace Area Restoration:
 - (i) The Owner plans to use the Lands of the Owner for a linear park, and planned Improvements to be constructed to create a linear park, are shown in the concept drawings attached hereto as Appendix C. Subject to the remainder of this subclause 4(f), including the requirement for the Owner to obtain an Approval, paving, curbing, trees, signage, benches, fencing, drainage features, streetlights, pedestrian water drinking fountains (but, for certainty, not landscape architectural water fountains) and other improvements consistent with the use of the Pipeline ROW Area as a linear park will be Permitted Improvements;
 - (ii) The Owner plans to use or allow to be used portions of the Lands of the Owner crossing the Pipeline ROW Area as roads or driveways (up to 20 meters wide) connecting adjacent properties to the north and south of the Lands to Eastlake Drive (or a future extension of Eastlake Drive) or connecting Thunderbird Crescent to Eastlake Drive. Subject to the remainder of this subclause 4(f), including the requirement for the Owner to obtain an Approval, features associated with those roads or driveways, including the paving, curb, gutter, boulevard, sidewalk, street lighting, street signs and other improvements consistent with the use of the Pipeline ROW Area as a road or driveway, will be Permitted Improvements;
 - (iii) For certainty:
 - 1. the descriptions of features in this subclause 4(f), and the concept drawings attached as Appendix C are preliminary concepts only and included for the purpose of general illustration;
 - 2. while various Improvements could, in principle, be a Permitted Improvement, no such Improvements shall be formally become a Permitted Improvement until Trans Mountain has granted an Approval, and such Improvement shall only remain a Permitted Improvement if there has been compliance with any conditions that are part of that Approval.

The specific location, depth, construction techniques, and other specifications of the linear park and other Permitted Improvements within the Pipeline ROW Area described in this section (including, without limitation, any underground electrical wiring, water pipes and drainage pipes associated therewith) shall be subject to mutual agreement of Trans Mountain and the Owner (having regard to the integrity and safety of the Pipeline and Trans Mountain's ability to access the Pipeline for maintenance purposes), or, in the absence of agreement, by the Canada Energy Regulator. For certainty, where Trans Mountain has committed to complete any Improvements in connection with a linear park development, then Trans Mountain shall, on behalf of the Owner, have responsibility for obtaining any associated Approvals; and

3. the Owner shall still be required to comply with the ground disturbance provisions and other damage prevention provisions of the CER Act and applicable regulations or orders made thereunder.
- (g) **Timing of Approvals:** Trans Mountain shall work cooperatively and in good faith with the Owner in respect of Approvals sought by the Owner and seek to minimize timelines for Approvals where possible, provided that Trans Mountain shall not be required to prioritize the Owner over any other landowner or interested party.
- (h) **Pipeline Construction Materials:** Trans Mountain shall design and construct the Pipeline, or ensure that the Pipeline is designed or constructed, in accordance with:
- (i) the Master Municipal Construction Documents, the City of Burnaby's Engineering Design Criteria, and the City of Burnaby's Supplemental Specifications and Detailed Drawings (as applicable and subject always to Trans Mountain's right to seek an order from the Canada Energy Regulator to seek relief from the requirements of such documents (to the extent such documents are applicable));
 - (ii) the applicable provisions of CSA Z662 in force at the time of initial design and construction of the Pipeline.
- (i) **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.
- (j) **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.
- (k) **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 CER 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.

- (l) **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.
- (m) **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.
- (n) **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: Land Department

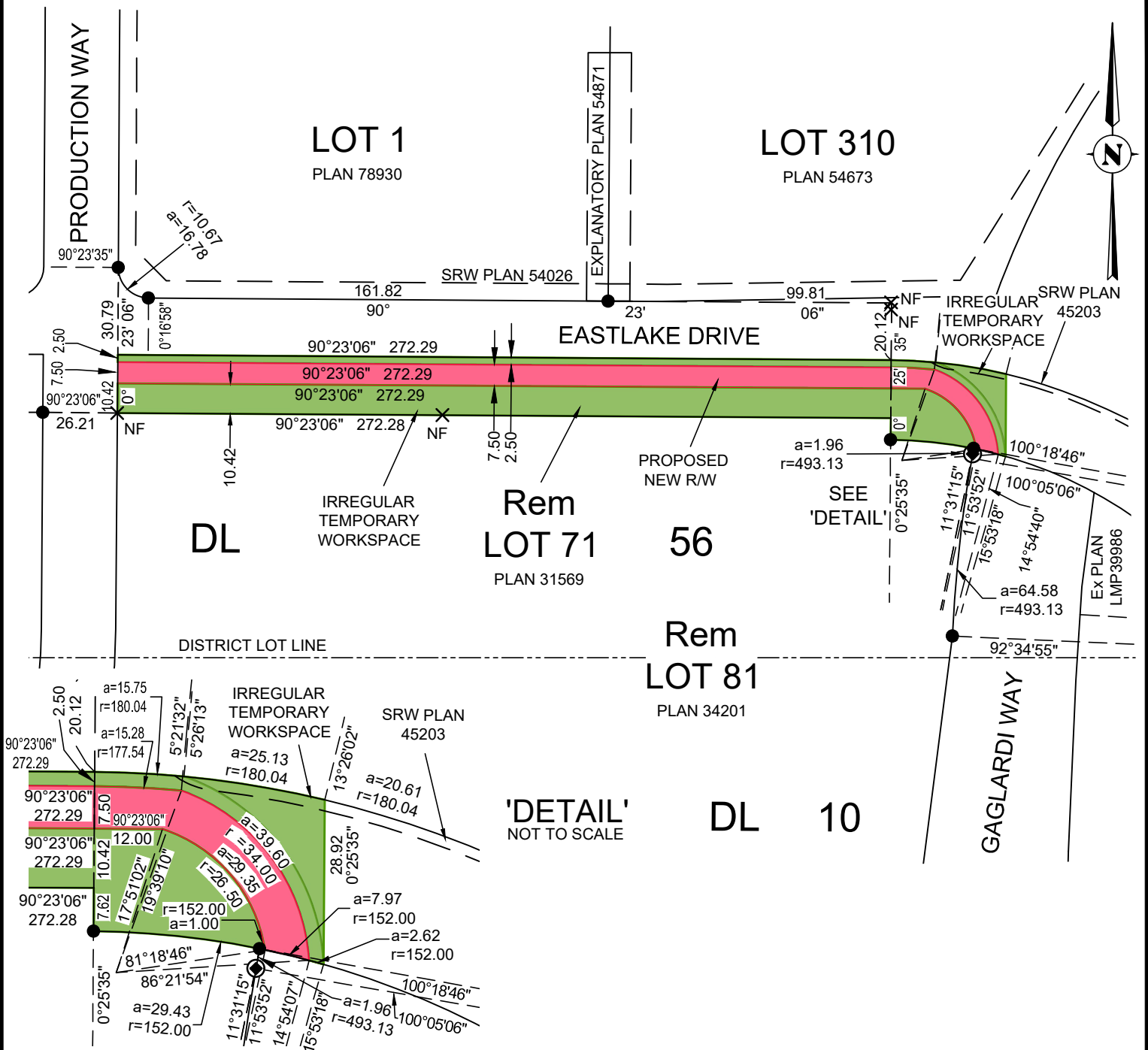
The address of the Owner for such purpose shall be the address that appears on the certificate of title for the Lands of the Owner maintained by the LTO at the time the notice is given.

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



TITLE NO.: BA262949
OWNER(S): CITY OF BURNABY

AREA REQUIRED FOR NEW R/W: 0.240 ha (0.59 Ac.)
AREA REQUIRED FOR
TEMPORARY WORKSPACE: 0.431 ha (1.06 Ac.)

NOTHING FOUND SHOWN XNF
NON-STANDARD POST FOUND SHOWN
STANDARD IRON POST FOUND SHOWN
NEW R/W IS OUTLINED THUS:
TEMPORARY WORKSPACE
IS OUTLINED THUS:

THIS PLAN CERTIFIED CORRECT THIS
4th DAY OF MARCH, 2021
Jason A Walker
JASON WALKER, BCLS
ALL DIMENSIONS ARE IN METRES

TRANS MOUNTAIN PIPELINE ULC

INDIVIDUAL OWNERSHIP PLAN SHOWING
PROPOSED PIPELINE RIGHT-OF-WAY
AND TEMPORARY WORKSPACE WITHIN
LOT 71 EXCEPT: PART SUBDIVIDED BY PLAN 73989
DISTRICT LOTS 4, 6, 10, 56 AND 57 GROUP 1
PLAN 31569
NEW WESTMINSTER DISTRICT – BRITISH COLUMBIA

APPENDIX B

DEFINED TERMS

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

"CSA Z662" means CSA Standard Z662 entitled Oil and Gas Pipeline Systems.

"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.

"CER Act" means the *Canadian Energy Regulator 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 CER 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 and AC mitigation equipment and telecommunication and electrical facilities used for or in the operation and maintenance of the pipeline. This Order does not grant Trans Mountain the right to construct or install any permanent above ground infrastructure in connection with the Pipeline, other than: (i) pipeline markers, (ii) cathodic protection test leads and (iii) manhole covers and similar coverings to below ground access.

"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.

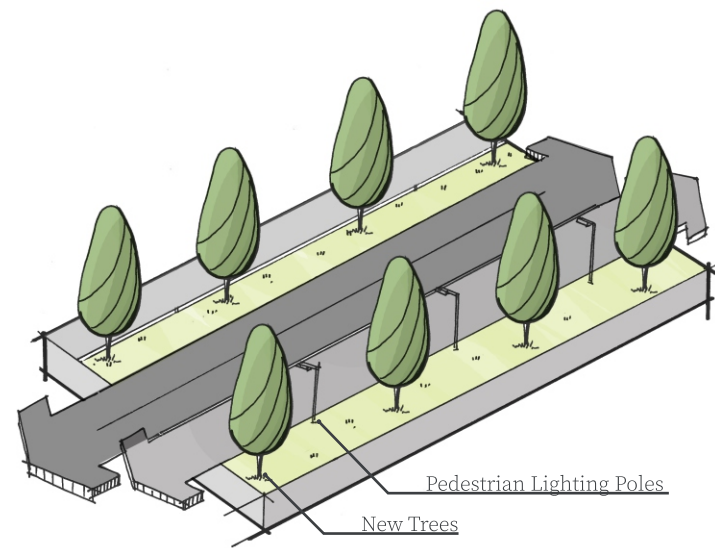
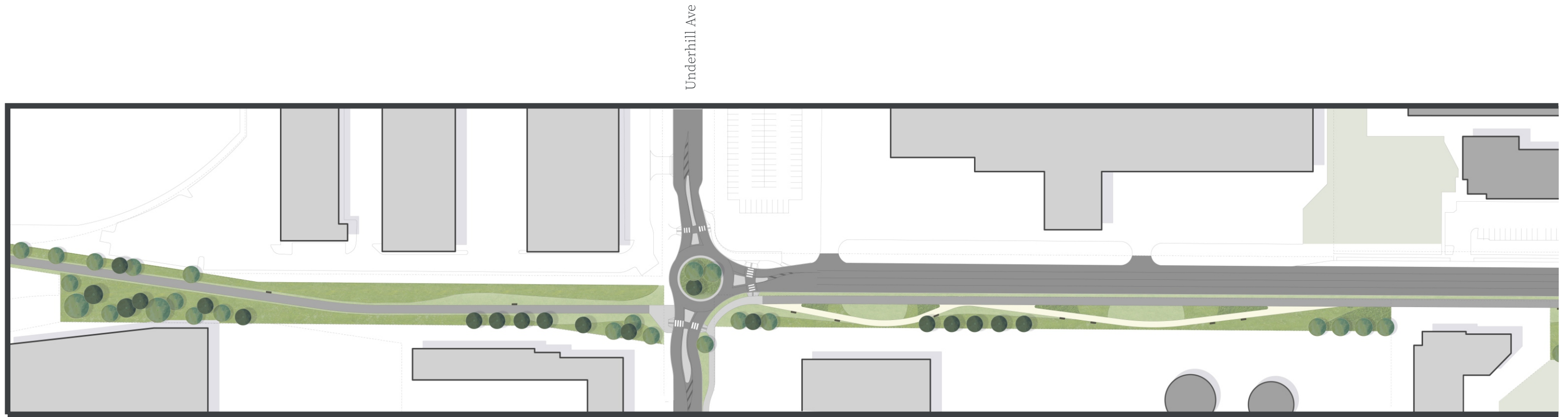
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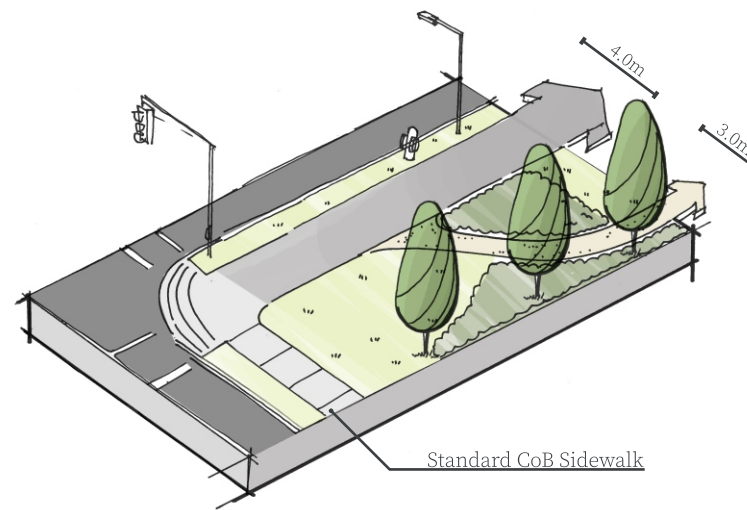
"within" means across, over, under, in, through and on.

APPENDIX C

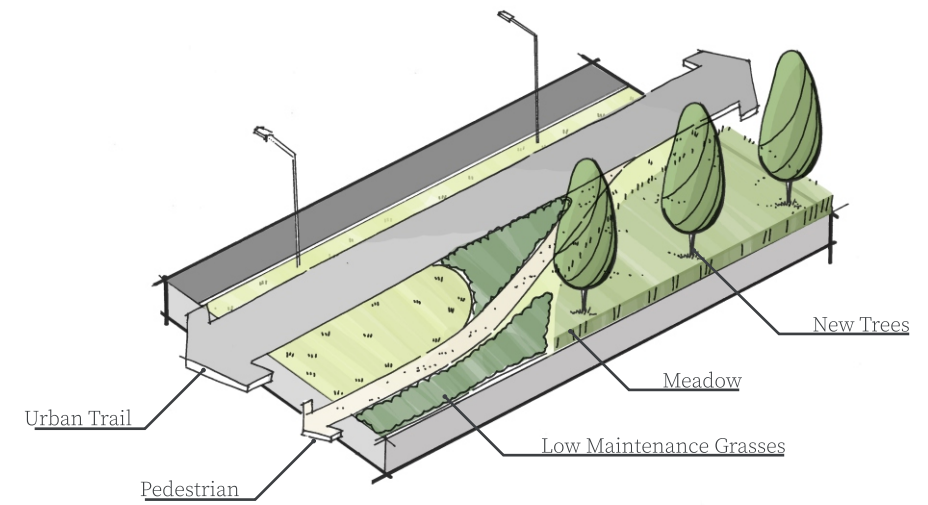
LINEAR PARK CONCEPT DRAWINGS



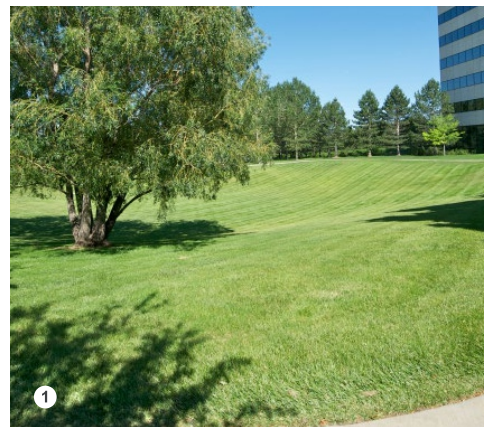
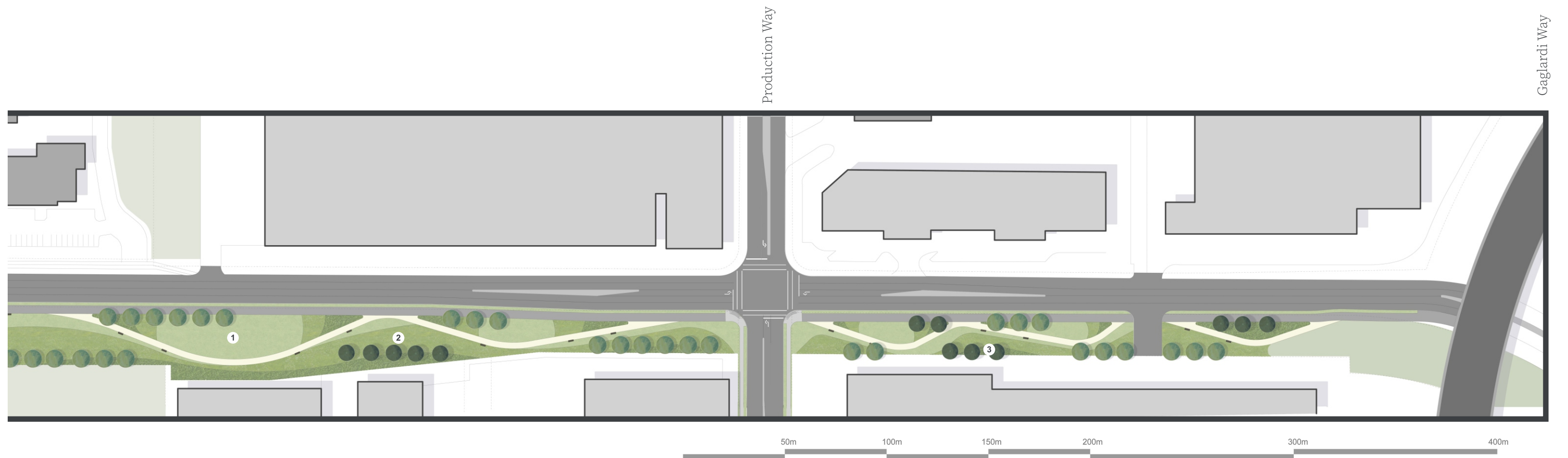
Rail Arm



Intersections



Pedestrian Loops



Open Lawns



Low Maintenance Meadow



Drought Tolerant Grasses

Exhibit "D"

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

TITLE SEARCH PRINT

File Reference: 87442/58
Declared Value \$ 1915524

2021-07-05, 14:15:26

Requestor: Lily Sung

****CURRENT AND CANCELLED INFORMATION SHOWN****

Land Title District	NEW WESTMINSTER
Land Title Office	NEW WESTMINSTER
Title Number	BA262949
From Title Number	AA27646E
Application Received	2006-02-22
Application Entered	2006-02-27
Registered Owner in Fee Simple	
Registered Owner/Mailing Address:	CITY OF BURNABY 4949 CANADA WAY BURNABY, BC V5G 1M2
Taxation Authority	Burnaby, City of
Description of Land	
Parcel Identifier:	006-619-690
Legal Description:	LOT 71 EXCEPT: PART SUBDIVIDED BY PLAN 73989, DISTRICT LOTS 4, 6, 10, 56 AND 57 GROUP 1 NEW WESTMINSTER DISTRICT PLAN 31569
Legal Notations	
	NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE BM323693 FILED 1998-11-25
	NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE BP226671 FILED 2000-09-22
	NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE BT6821 FILED 2002-01-09

TITLE SEARCH PRINT

File Reference: 87442/58

Declared Value \$ 1915524

2021-07-05, 14:15:26

Requestor: Lily Sung

Charges, Liens and Interests

Nature: STATUTORY RIGHT OF WAY
Registration Number: B33405
Registration Date and Time: 1966-07-18 14:19
Registered Owner: DISTRICT OF BURNABY
Remarks: INTER ALIA
ANCILLARY RIGHTS
PART FORMERLY BLOCK A PLAN 22462

Nature: STATUTORY RIGHT OF WAY
Registration Number: C3187
Registration Date and Time: 1967-01-23 15:24
Registered Owner: IMPERIAL OIL LIMITED
Remarks: INTER ALIA
ANCILLARY RIGHTS
PART FORMERLY BLOCK A PLAN 22462

Nature: STATUTORY RIGHT OF WAY
Registration Number: BY25670
Registration Date and Time: 1975-03-19 11:36
Registered Owner: DISTRICT OF BURNABY
Remarks: INTER ALIA
PLAN 45203
ANCILLARY RIGHTS

Nature: STATUTORY RIGHT OF WAY
Registration Number: BM304833
Registration Date and Time: 1998-11-02 14:26
Registered Owner: CITY OF BURNABY
Remarks: PLANLMP39985

Nature: EASEMENT
Registration Number: BM304837
Registration Date and Time: 1998-11-02 14:27
Remarks: PART (0.134HA AND 23M2) PLAN LMP39987
APPURTENANT TO PCL A (REF PLAN LMP36972) DL 10
GR 1 NWD DEDICATED ROAD ON PLAN 31706

Nature: EASEMENT
Registration Number: BM304838
Registration Date and Time: 1998-11-02 14:27
Remarks: PART (926M2) PLAN LMP39987
APPURTENANT TO PCL A (REF PLAN LMP36972) DL 10
GR 1 NWD DEDICATED ROAD ON PLAN 31706

TITLE SEARCH PRINT

File Reference: 87442/58

Declared Value \$ 1915524

2021-07-05, 14:15:26

Requestor: Lily Sung

Nature: EASEMENT
Registration Number: BM304839
Registration Date and Time: 1998-11-02 14:27
Remarks: PART (926M2 AND 14M2) PLAN LMP39987
APPURTENANT TO PCL A (REF PLAN LMP36972) DL 10
GR 1 NWD DEDICATED ROAD ON PLAN 31706

Nature: COVENANT
Registration Number: BM336278
Registration Date and Time: 1998-12-07 11:44
Registered Owner: BOARD OF SCHOOL TRUSTEES SCHOOL DISTRICT NO. 41

Nature: STATUTORY RIGHT OF WAY
Registration Number: BN67142
Registration Date and Time: 1999-03-19 11:15
Registered Owner: BC GAS UTILITY LTD.
INCORPORATION NO. 368681

Nature: STATUTORY RIGHT OF WAY
Registration Number: BR7858
Registration Date and Time: 2001-01-12 10:01
Registered Owner: BRITISH COLUMBIA TRANSIT
Remarks: INTER ALIA
PLAN LMP46067

Nature: STATUTORY RIGHT OF WAY
Registration Number: BR352312
Registration Date and Time: 2001-12-28 12:18
Registered Owner: GREATER VANCOUVER SEWERAGE AND DRAINAGE DISTRICT
Remarks: PART IN PLAN LMP52373

Nature: STATUTORY RIGHT OF WAY
Registration Number: BA262950
Registration Date and Time: 2006-02-22 12:54
Registered Owner: BNSF RAILWAY COMPANY
Remarks: INTER ALIA

Nature: RESTRICTIVE COVENANT
Registration Number: BA262951
Registration Date and Time: 2006-02-22 12:54
Remarks: INTER ALIA
APPURTENANT TO
PART (PLAN 18170) DISTRICT LOT 4 GROUP 1
NEW WESTMINSTER DISTRICT

TITLE SEARCH PRINT

File Reference: 87442/58
Declared Value \$ 1915524

2021-07-05, 14:15:26

Requestor: Lily Sung

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications

Parcel Identifier: 006-619-690
Application Number/Type: CR38877 CORRECTION REQUEST

Corrections

CR38874 CHARGE OWNER ADDED BR352312 2018-11-27 13:04:58

CR38877 CHARGE OWNER DELETED BR352312 2018-11-27 14:46:30

BA6150 CHARGE OWNER NAME CORRECTED BA262950 2006-03-29 12:36:00

BA3699 NATURE OF CHARGE CORRECTED BA262951 2006-02-27 13:11:00

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:	City of Burnaby (the "Owner")
Tract Number and Legal Description:	Tract: PC7726, 006-619-690 (the "Lands")
Section 322 Notice:	June 10, 2020
Section 34 Notice:	August 22, 2019
	As set out on PDF page 4 of 10 in Trans Mountain's section 211 deviation application for Eastlake Drive (C08919-1), the Owner was notified regarding changes to the Plan, Profile, and Book of Reference relevant to the Lands of the Owner and consented to such changes on October 13, 2020.
Subsection 324(2) Notice:	May 10, 2021

Summary of Consultations

Trans Mountain and its agents began engaging with the Owner regarding the portions of the Lands that would be required to construct and operate the Project when focused routing engagement began in or about April 2013.

As part of this ongoing engagement, Trans Mountain and the Owner convened a Technical Working Group ("TWG") in 2016 comprised of Trans Mountain technical teams, the Owner and its subject matter experts. Through the TWG and other engagement activities, Trans Mountain and the Owner consulted directly about the Project, including related concerns and issues raised by the Owner.

The Owner stopped participating in regular TWG meetings in December 2017.¹ However, Trans Mountain and the Owner undertake regular discussions on specific topics including land matters, permits and construction-based complaints. Such discussions are summarized in the TWG Reports filed with the Regulator pursuant to Condition 49 of Certificate OC-065.²

Trans Mountain has been diligent in its attempts to reach a voluntary agreement with the Owner in respect of acquiring an interest in the Lands for the purposes of the Pipeline ROW Area and Temporary Workspace Area and has made multiple offers of compensation in respect of the same. While Trans Mountain understands that the terms and conditions set out in the Schedule attached as Exhibit "C" to this Application are acceptable to the Owner, the Owner has to date refused to grant Trans Mountain

¹ As noted in the National Energy Board Decision for Detailed Route Hearing MH-033-2017 – Tunnel Section ([A90020-1](#)) dated February 15, 2018: "Burnaby chose not to take full advantage of numerous opportunities offered by Trans Mountain. Outside of the limited pre-TWG process (sometimes referred to as the TWG process), and filings through counsel, Burnaby stopped its limited consultation with Trans Mountain around the point it filed its detailed route objection." (p. 11)

² Trans Mountain has filed various reports describing the activities undertaken by the TWGs, including the Terms of Reference dated February 16, 2017 ([A81760-2](#)) and subsequent reports dated April 13, 2017 ([A82625-2](#)), October 13, 2017 ([A86895-2](#)), April 13, 2018 ([A91269-2](#)), October 12, 2018 ([A94775-1](#)), April 12, 2019 ([A98818-1](#)), October 15, 2019 ([A6Y7Q7](#)), April 14, 2020 ([C05717-1](#)) October 9, 2020 ([C08832](#)) and April 13, 2021 ([C12364](#)) ("TWG Reports"). The TWG Reports specify the dates of TWG activities and meetings and provide a summary of issues raised during TWG meetings, a description of Trans Mountain's response and/or the outcome, and a description of any unresolved issues or concerns and how they will be addressed.

the right to enter those portions of the Lands required for the construction, operation and maintenance of the Project.

Trans Mountain submits that the only issue that remains outstanding in relation to its acquisition of the proposed Pipeline ROW Area and Temporary Workspace Area for the purposes of the Project is that of compensation.

Trans Mountain submits that the issue of compensation is properly dealt with according to the scheme provided for the resolution of such matters under the Act, whether by alternative dispute resolution or by determination of the Commission.

Exhibit "G"

CER Template for Objection to Application for Right of Entry



Objection to an Application for Right of Entry

Your objection must be filed with the Canada Energy Regulator (CER) within 10 calendar days of your receipt of the right of entry application

You can complete this form online, save it on your computer, and e-file (along with any attachments) through the CER's Regulatory Documents e-filing tool (<http://www.cer-rec.gc.ca/pplctnflng/sbmt/index-eng.html>) on the CER website (www.cer-rec.gc.ca). Step-by-step instructions are provided. If unable to e-file a document, it may be filed by email to Secretary@cer-rec.gc.ca. You must also copy the company in your e-filing/email using the email address provided in the right-of-entry application.

During the pandemic, CER staff are not in the office to process filings received by mail or fax.

The requirement to file a hard copy within three business days is postponed until further notice. Hard copies should be prepared, along with a signed receipt, and provided to the CER at a later date.

More information about the CER's response to the COVID-19 pandemic is available in its March 16 update (<http://www.cer-rec.gc.ca/bts/nws/whtnw/2020/2020-03-16-eng.html>).

If you have process questions, contact the CER toll free at 1-800-899-1265 and ask to speak to somebody about your objection to an application for a right of entry.

Alternative Dispute Resolution

Alternative Dispute Resolution (ADR) services such as facilitation and mediation are available from the CER at any time to help parties resolve disputes outside the CER's regulatory processes. To seek additional information, please contact the CER's ADR staff at 1-800-899-1265 or ADR-MRD@cer-rec.gc.ca.

The Form starts on the next page



Project Information

Company Name:	Project Name (if known):
Company Representative and Title (if known):	

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):

The form continues on the next page



Your Contact Information

Name:	Title:
Residential Address:	
City:	Province:
Postal Code:	Facsimile:
Telephone 1:	Telephone 2:
Email:	
Mailing or Personal/Courier Service Address (if different from above)	
Address:	
Telephone:	

Authorized Representative Contact Information

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

Name:	Title:
Organization:	Address:
City:	Province:
Postal Code:	Facsimile:
Telephone:	Email:
Mailing or Personal/Courier Service Address (if different from above)	
Address:	
Telephone:	



Details of your Objection

Please describe your reason(s) for objecting to the right of entry application and provide supporting documents where possible. You can attach additional pages to this form.

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 CER decide to grant the company's right of entry application.

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 CER and provide you with a copy.

Exhibit "H"

Canada Energy Regulator Filing Inventory

**Trans Mountain Expansion Project
Right of Entry Application
Filing Inventory**

1. Land Description

	Application PDF Page No.
a. Landowner(s): City of Burnaby	Various
b. Land Description (short form): 006-619-690	Various
c. Description (including area) of permanent and temporary workspace as applicable: Temporary Workspace: 0.431 Ha / 1.06 Ac	Various

2. Application pursuant to subsection 324(1) of the CER Act (Application)

Legislation	Filing Requirement	In Application? References (Application PDF Page No.)	Not in Application? (Explanation)
The Rules 55(3)	a. Confirm the Application includes:		
The Rules 55(3)(a)	i) Copy of the s.324(2) Notice(s)	8-26	
The Rules 55(3)(b)(i)	ii) Evidence that s.324(2) Notice was served on landowner not less than 30 days and not more than 60 days prior to filing the application with the Commission	28	
The Rules 55(3)(b)(ii)	iii) Evidence that s.324(2) Notice was served on landowner in accordance with subsection 8(8) of the Rules or in any manner ordered by the Commission under the <i>NEB Substituted Service Regulations</i>	28	
	• Provide REGDOC link to Substituted Service Order		
	• Provide date substituted service was effected		
	• Identify which other notices, if any, were served using substituted service (e.g., s. 201(1)(a), s. 322(1) of CER Act)		
The Rules 55(3)(c)	A schedule that contains a description of:		
The Rules 55(3)(c)(i)	a) Lands in respect of which the order is sought	30-41	
The Rules 55(3)(c)(ii)	b) Rights, titles or interests applied for in respect of the lands	30-41	
The Rules 55(3)(c)(iii)	c) Any rights, obligations, restrictions or terms and conditions that are proposed to attach to:	30-41	
The Rules 55(3)(c)(iii)(A)	• Rights, titles, or interests applied for in respect of the lands		
The Rules 55(3)(c)(iii)(B)	• Any remaining interest(s)		
The Rules 55(3)(c)(iii)(C)	• Any adjacent lands of the landowner		

Legislation	Filing Requirement		
The Rules 55(3)(d)	iv) 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	43-46	
The Rules 55(3)(e)	v) Copy of section 56 of the <i>NEB Rules of Practice and Procedure</i>	48	
The Rules 55(3)(f)	Confirm that Trans Mountain has served the application, including the information set out in section 55 of the Rules, on the landowner	Trans Mountain will serve this application on the landowner after it has made this application to the Regulator. Trans Mountain will file proof of service of this application as soon as possible after service is effected on the landowner.	
	Indicate the requested number of certified copies of the right of entry order, should the application be approved:		3

3. Right of entry notice pursuant to subsection 324(2) of the CER Act [s.324(2) Notice]

Legislation	Filing Requirement		
The Rules 55(3)(a)	a. Date(s) s.324(2) Notice was served on landowner(s):	May 10, 2021	
CER Act s.324(2)	b. Confirm that each s.324(2) Notice included:	Yes/No	Application PDF Page No.
CER Act s.324(2)(a)	i) The purpose of the right of entry	Yes	17
CER Act s.324(2)(b)	ii) Date the company intends to make its application to the Commission pursuant to subsection 324(1) of the CER Act	Yes	17
CER Act s.324(2)(c)	iii) Date the company wishes to enter the lands and period during which the company intends to have access to the lands	Yes	17
CER Act s.324(2)(d)	iv) Address of the CER for any objection	Yes	18
CER Act s.324(2)(e)	v) Description of landowner's right to advance of compensation, and the amount of the advance of compensation the company is prepared to make	Yes	18

4. Notice of proposed acquisition or lease of lands pursuant to subsection 322(1) of the CER Act or subsection 87(1) of the NEB Act [s.322(1) Notice]

Guidance	Filing Requirement	
CER Filing Manual Guide V	a. Date(s) the s. 322(1) Notice was served on Landowner(s):	June 10, 2020

Guidance	Filing Requirement	
	b. Confirm that the location, dimension, and nature of the land rights (permanent and temporary) described in this Notice are identical to what was served in the s.322(1) Notice	No, the location, dimension, and nature of the land rights described are not identical, but nor are they materially different. The s.322(1) Notice attaches an Individual Ownership Sketch ("IOS"), whereas the s.324(2) Notice attaches an Individual Ownership Plan ("IOP"). The IOS is a sketch that is not confirmed by survey, whereas the IOP is. The transition from IOS to IOP may result in measurement differences. Further, Trans Mountain notes that the IOP attached to the s.324(2) Notice identifies for the Owner the areas of the Lands of the Owner for which Trans Mountain will be seeking right of entry. The IOS attached to the earlier s.322(1) Notice is provided to indicate to the Owner those portions of the Lands of the Owner that may be required for the purposes of the Project, as understood at the time.

5. **Notice pursuant to paragraph 201(1)(a) of the CER Act or paragraph 34(1)(a) of the NEB Act [s.201 Notice]**

Guidance	Filing Requirement	
	a. PPBoR Sheet Number:	M002-PM03028-003 R2
	b. PPBoR REGDOC Link:	Section 211 Application: C08919-1 Order AO-001-OPL-004-2020: C09883
CER Filing Manual Guide V	c. Date(s) of service of s.201 Notice on landowner(s)	August 22, 2019 As set out on PDF page 4 of 10 in Trans Mountain's section 211 deviation application for Eastlake Drive (C08919-1), the Owner was notified regarding changes to the PPBoR relevant to the Lands of the Owner and consented to such changes on October 13, 2020.

Guidance	Filing Requirement		
	d. Confirm whether a written statement of opposition was filed. If yes, enter REGDOCS Link and filing date	Yes	<p>Written statements of opposition were filed on April 23, 2017 (A82783) and September 16, 2019 (C01670).</p> <p>Trans Mountain and the Owner entered into an agreement regarding the Project's detailed route in October 2019 (C02346).</p>

6. Land Negotiation Process Conducted with Landowner

Guidance	Filing Requirement	Yes/No	Application PDF Page No.
CER Filing Manual and Interim Guidance, Guide V	a. Summary of land negotiation process, including dates of meetings with the landowner(s)	Yes	49-50
CER Filing Manual and Interim Guidance, Guide V	b. Discussion of outstanding issues and the reason(s) that a voluntary agreement could not be reached	Yes	49-50

Exhibit “I”

Blackline Comparison of Notice Schedule and amended Schedule attached as Exhibit “C”

SCHEDULE

1. LANDS IN RESPECT OF WHICH ORDER IS SOUGHT

LEGAL DESCRIPTION

LOT 71 EXCEPT: PART SUBDIVIDED BY PLAN 73989,
DISTRICT LOTS 4, 6, 10, 56 AND 57 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN 31569

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

- (a) That portion of the Lands of the Owner containing 0.240 Ha / 0.59 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 0.431 Ha / 1.06 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~~ in any event, and unless the ~~related Pipeline ROW Area Restoration and Temporary Workspace Area Restoration, at which time~~ Commission of the Canada Energy Regulator otherwise directs, the Temporary Workspace Area Rights shall lapse and be of no further force or effect by the later of: (i) four years from the date of issuance of Order [insert ROE Order number] ("Order"), or (b) three years from the commencement of the Pipeline Construction; 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.

Without limiting any other obligation of Trans Mountain under this Order, Trans Mountain, in exercising its rights under this Order, shall comply with the terms and conditions of any regulatory approval, order or certificate issued or imposed by the Canada Energy Regulator or its predecessor, the National Energy Board, as well as any legislation or regulation applicable to Trans Mountain.

4. RIGHTS, OBLIGATIONS, RESTRICTIONS ~~AND~~, 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 CER Act governing compensation including: (i) any restrictions on use of the Pipeline ROW Area by operation of s. 335 of the CER Act; and (ii) any adverse effect on the remaining Lands of the Owner, including restrictions on the use of the remaining Lands of the Owner by operation of s. 335 of the CER Act.
- (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.
- (f) **Use and Enjoyment by Owner:** Subject to the ~~foregoing~~ subclause 4(e) and to the provisions of the CER 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. Without limiting the generality of the foregoing, following completion of, or contemporaneously with, Pipeline Construction, Pipeline ROW Area Restoration and Temporary Workspace Area Restoration:
- (i) The Owner plans to use the Lands of the Owner for a linear park, and planned Improvements to be constructed to create a linear park, are shown in the concept drawings attached hereto as Appendix C. Subject to the remainder of this subclause 4(f), including the requirement for the Owner to obtain an Approval, paving, curbing, trees, signage, benches, fencing, drainage features, streetlights, pedestrian water drinking fountains (but, for certainty, not landscape architectural water fountains) and other improvements consistent with the use of the Pipeline ROW Area as a linear park will be Permitted Improvements;
 - (ii) The Owner plans to use or allow to be used portions of the Lands of the Owner crossing the Pipeline ROW Area as roads or driveways (up to 20 meters wide) connecting adjacent properties to the north and south of the Lands to Eastlake Drive (or a future extension of Eastlake Drive) or connecting Thunderbird Crescent to Eastlake Drive. Subject to the remainder of this subclause 4(f), including the requirement for the Owner to obtain an Approval, features associated with those roads or driveways, including the paving, curb, gutter, boulevard, sidewalk, street lighting, street signs and other improvements consistent with the use of the Pipeline ROW Area as a road or driveway, will be Permitted Improvements;
 - (iii) For certainty:
 - 1. the descriptions of features in this subclause 4(f), and the concept drawings attached as Appendix C are preliminary concepts only and included for the purpose of general illustration;

2. while various Improvements could, in principle, be a Permitted Improvement, no such Improvements shall be formally become a Permitted Improvement until Trans Mountain has granted an Approval, and such Improvement shall only remain a Permitted Improvement if there has been compliance with any conditions that are part of that Approval. The specific location, depth, construction techniques, and other specifications of the linear park and other Permitted Improvements within the Pipeline ROW Area described in this section (including, without limitation, any underground electrical wiring, water pipes and drainage pipes associated therewith) shall be subject to mutual agreement of Trans Mountain and the Owner (having regard to the integrity and safety of the Pipeline and Trans Mountain's ability to access the Pipeline for maintenance purposes), or, in the absence of agreement, by the Canada Energy Regulator. For certainty, where Trans Mountain has committed to complete any Improvements in connection with a linear park development, then Trans Mountain shall, on behalf of the Owner, have responsibility for obtaining any associated Approvals; and
3. the Owner shall still be required to comply with the ground disturbance provisions and other damage prevention provisions of the CER Act and applicable regulations or orders made thereunder.

- (g) **Timing of Approvals:** Trans Mountain shall work cooperatively and in good faith with the Owner in respect of Approvals sought by the Owner and seek to minimize timelines for Approvals where possible, provided that Trans Mountain shall not be required to prioritize the Owner over any other landowner or interested party.
- (h) **Pipeline Construction Materials:** Trans Mountain shall design and construct the Pipeline, or ensure that the Pipeline is designed or constructed, in accordance with:
 - (i) the Master Municipal Construction Documents, the City of Burnaby's Engineering Design Criteria, and the City of Burnaby's Supplemental Specifications and Detailed Drawings (as applicable and subject always to Trans Mountain's right to seek an order from the Canada Energy Regulator to seek relief from the requirements of such documents (to the extent such documents are applicable));
 - (ii) the applicable provisions of CSA Z662 in force at the time of initial design and construction of the Pipeline.
- (i) ~~(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.
- (j) ~~(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.

(k) ~~(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 CER 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.

(l) ~~(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.

(m) ~~(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.

(n) ~~(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: Land 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.

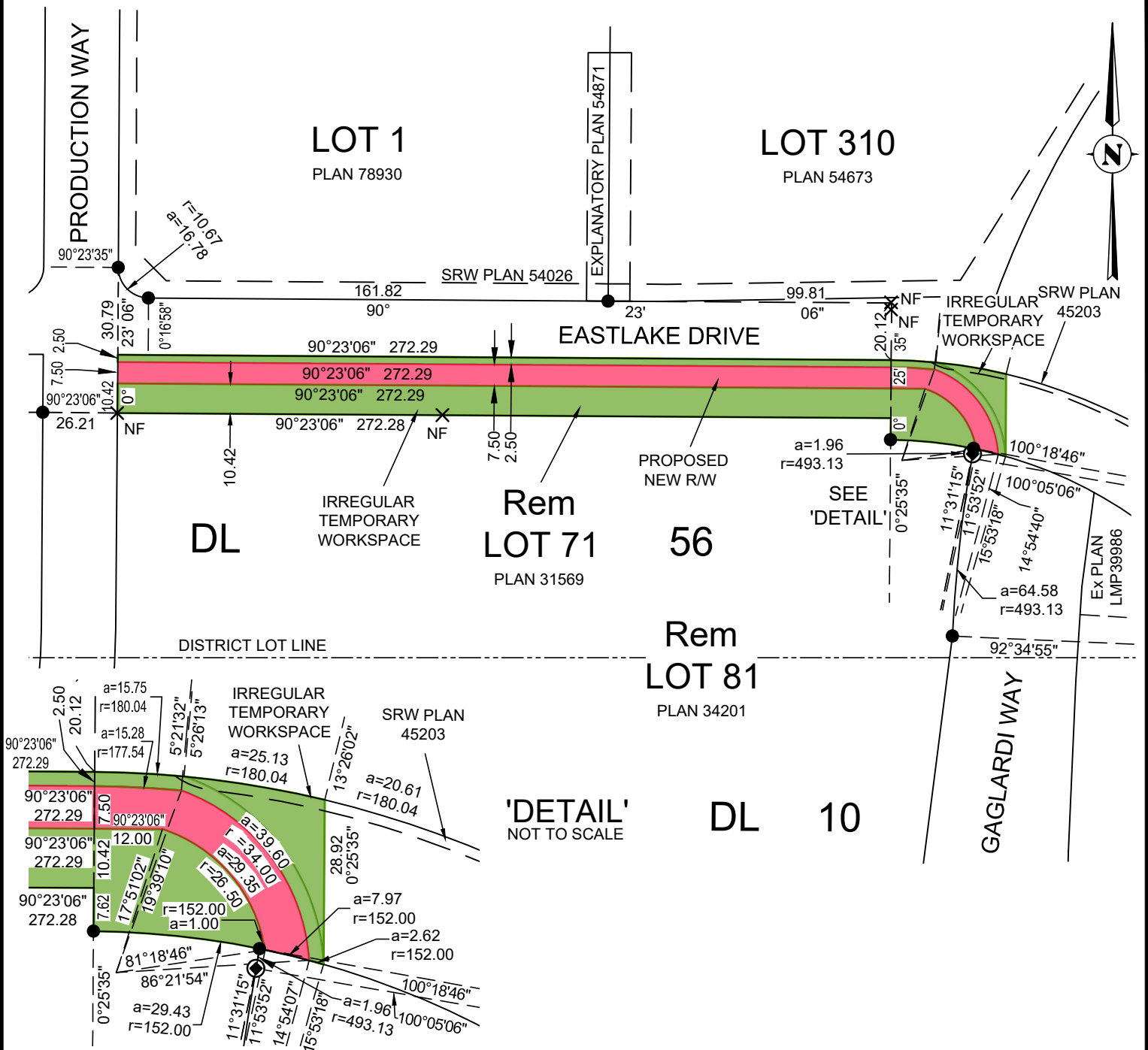
A party may from time to time notify the other party of a change of address to another address inside Canada. Notwithstanding anything contained herein to the contrary, if a strike, lockout or

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



TITLE NO.: BA262949
OWNER(S): CITY OF BURNABY

AREA REQUIRED FOR NEW R/W: 0.240 ha (0.59 Ac.)
AREA REQUIRED FOR
TEMPORARY WORKSPACE: 0.431 ha (1.06 Ac.)

NOTHING FOUND SHOWN XNF
NON-STANDARD POST FOUND SHOWN
STANDARD IRON POST FOUND SHOWN
NEW R/W IS OUTLINED THUS:
TEMPORARY WORKSPACE
IS OUTLINED THUS:

THIS PLAN CERTIFIED CORRECT THIS
4th DAY OF MARCH, 2021
Jason A Walker
JASON WALKER, BCLS
ALL DIMENSIONS ARE IN METRES

TRANS MOUNTAIN PIPELINE ULC

INDIVIDUAL OWNERSHIP PLAN SHOWING
PROPOSED PIPELINE RIGHT-OF-WAY
AND TEMPORARY WORKSPACE WITHIN
LOT 71 EXCEPT: PART SUBDIVIDED BY PLAN 73989
DISTRICT LOTS 4, 6, 10, 56 AND 57 GROUP 1
PLAN 31569
NEW WESTMINSTER DISTRICT – BRITISH COLUMBIA

APPENDIX B

DEFINED TERMS

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

"CSA Z662" means [CSA Standard Z662 entitled Oil and Gas Pipeline Systems.](#)

"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.

"CER Act" means the *Canadian Energy Regulator 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 CER 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 [and AC mitigation](#) equipment, and telecommunication and electrical facilities used for or in the operation and maintenance of the pipeline. [This Order does not grant Trans Mountain the right to construct or install any permanent above ground infrastructure in connection with the Pipeline, other than: \(i\) pipeline markers, \(ii\) cathodic protection test leads and \(iii\) manhole covers and similar coverings to below ground access.](#)

"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.

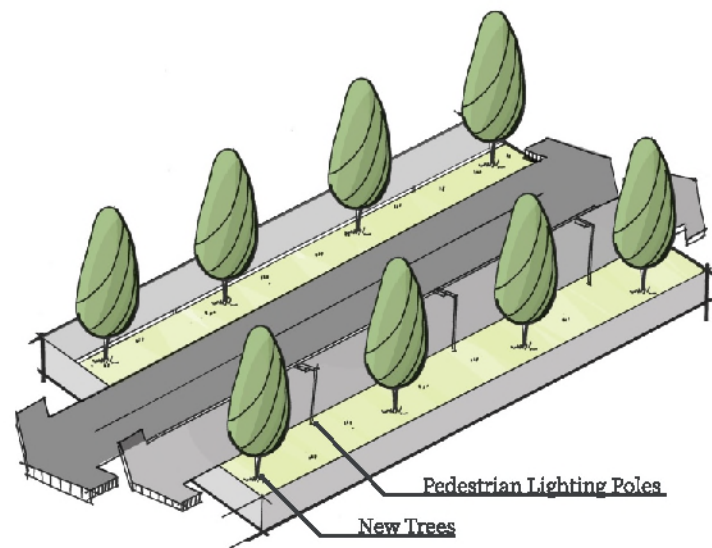
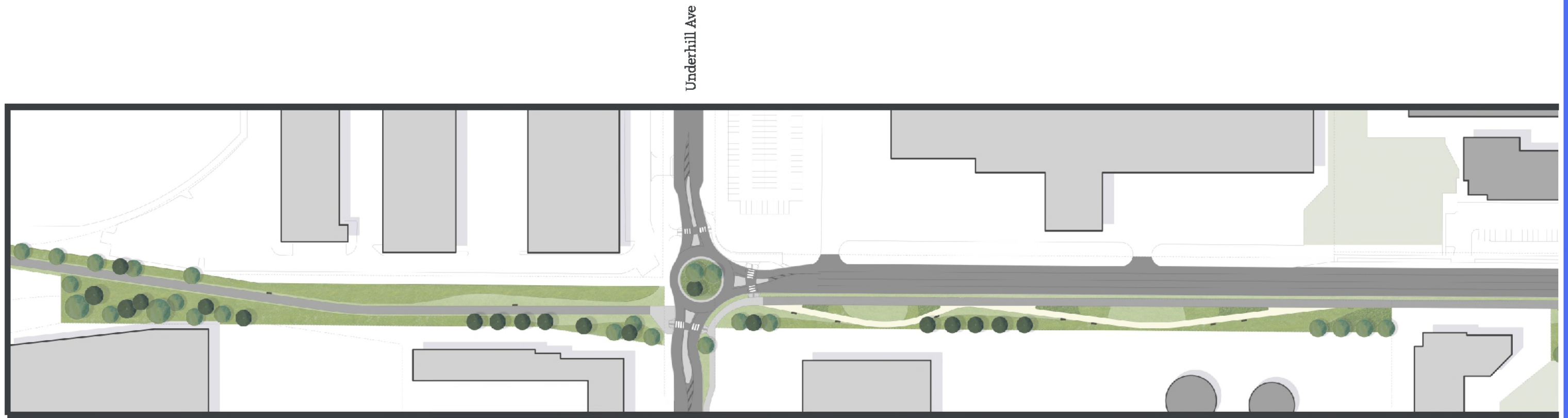
"Trans Mountain" means Trans Mountain Pipeline ULC.

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

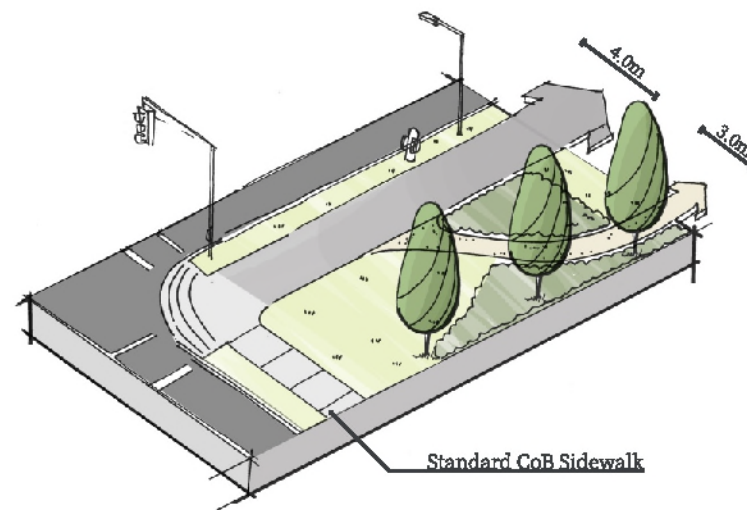
"within" means across, over, under, in, through and on.

APPENDIX C

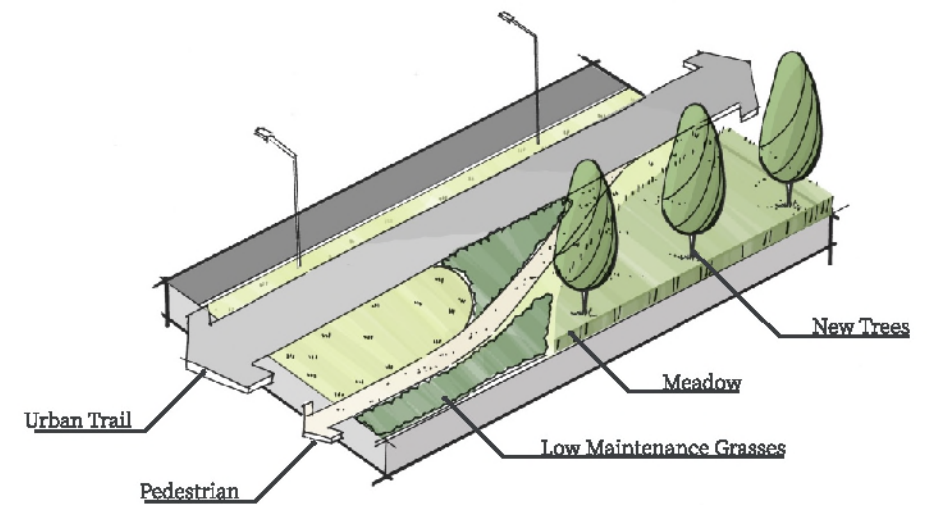
LINEAR PARK CONCEPT DRAWINGS



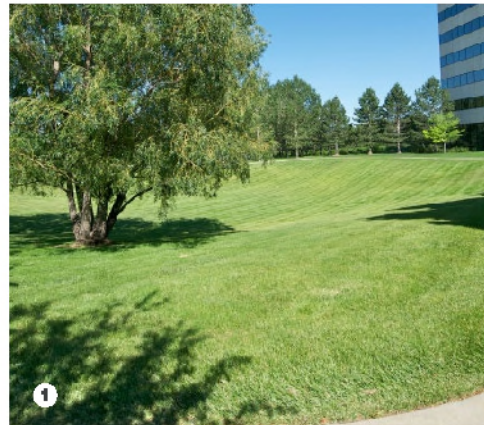
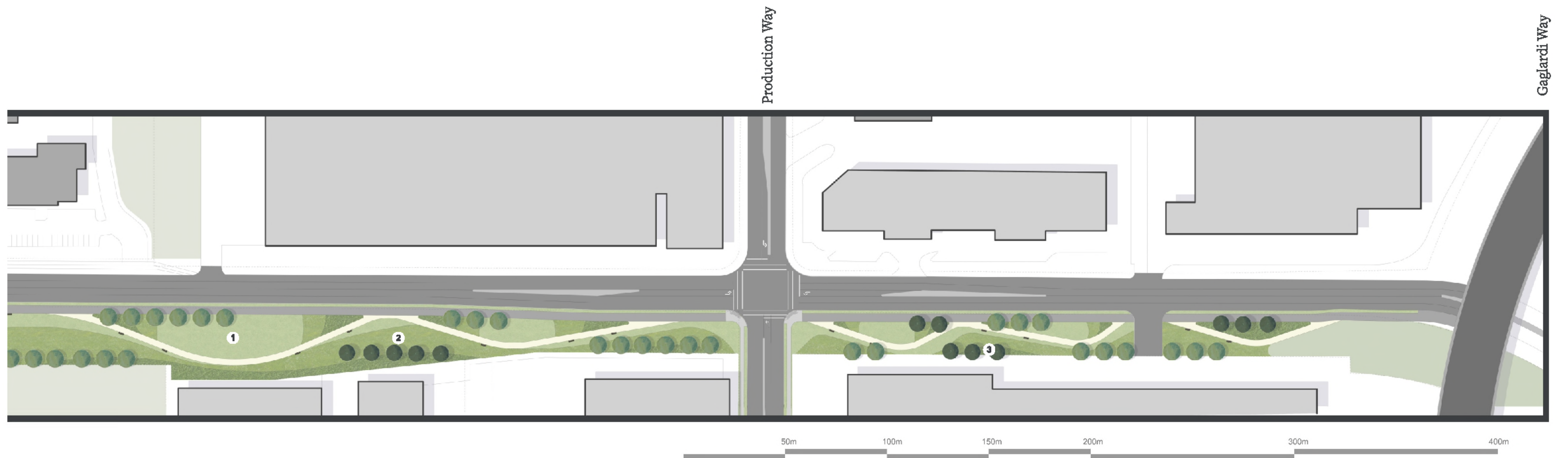
Rail Arm



Intersections



Pedestrian Loops



Open Lawns



Low Maintenance Meadow



Drought Tolerant Grasses