

October 18, 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”)
and Trans Mountain Pipeline (“Existing Pipeline”)
Section 324 Application for Right of Entry (“Application”)
OF-Fac-Oil-T260-2013-03 63
Rupinder Kaur Gill, Sarbjit Kaur Chahal and Bhupinder Singh Chahal (“Registered Owner”)
Short Legal: 004-550-692 / Tract: 1966 (“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 and the continued operation of the Existing Pipeline.

Trans Mountain can advise the Commission of the Canada Energy Regulator (“**Commission**”) that the land rights required to construct, operate and maintain the Existing Pipeline had been acquired by an easement agreement dated November 22, 1952 (“**Easement Agreement**”) that was registered on the title to the larger parcel of land from which the Lands of the Owner were subdivided in 2005. However, in the process of registering the subdivision plan, it appears that the Land Titles Office failed to carry the registration of the Easement Agreement over to the new title issued for the Lands of the Owner. Unfortunately, at this juncture, it is not practically possible to seek reinstatement of the Easement Agreement registration.

The portion of the Lands of the Owner that is now required to construct, operate and maintain the Project largely overlaps the area previously subject to the Easement Agreement for the Existing Pipeline. Therefore, Trans Mountain is requesting an order for Right of Entry for the Lands of the Owner that effectively restores the Easement Agreement rights for the Existing Pipeline while also providing the required incremental rights required to now accommodate construction, operation and maintenance of the Project.

Subsection 55(2) of the *National Energy Board Rules of Practice and Procedure, 1995, SOR/95-208* (“**Rules**”), requires that the Application be served on the Registered Owner and on other persons, insofar as they can be ascertained, interested in the Lands of the Owner (said Registered Owner and other persons hereafter referred to collectively as the “**Owner**”) on the same day that the Application

is filed with the Canada Energy Regulator (“**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 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 addresses 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. Registered Owner
Her Majesty the Queen in Right of Canada, c/o Attorney General of Canada, Department of Justice
Annacis Waste Disposal Corporation
Parmjit S. Virk Law Corporation

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 of Public Convenience and Necessity OC-2, as amended, authorizing the construction and operation of the Trans Mountain Pipeline (the "**Existing Pipeline**");

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

October 18, 2021

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

And to: Rupinder Kaur Gill
16678 - 85 Avenue
Surrey, British Columbia Canada V4N 4W3

Sarbjit Kaur Chahal
7891 – 155 Street
Surrey, British Columbia Canada V3S 3P5

Bhupinder Singh Chahal
Unit 102, 8484 – 128th Street
Surrey, British Columbia, Canada V3W 4G3

(the "**Registered Owner**")

And to: Her Majesty the Queen in Right of Canada, c/o Attorney General of Canada,
Department of Justice
900-840 Howe Street
Vancouver, British Columbia V6Z 2S9

Annacis Waste Disposal Corporation
13939 Kalmar Road
Surrey, British Columbia V3R 5C6

Parmjit S. Virk Law Corporation
Unit 2, 6678 - 152 Street
Surrey, British Columbia V3S 7J2

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

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

Right of Entry Application Pursuant to Subsection 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 in the Schedule attached as Exhibit "C" to this Application and proposed to be made part of the Right of Entry Order. The identified portions of the Lands of the Owner are necessary for (a) construction and operation of the Project, and (b) the continued operation of the Existing Pipeline, as described below.
2. On August 30, 2021, September 7, 2021, September 8, 2021, September 14, 2021, September 15, 2021, and September 17, 2021, 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 and the Existing Pipeline.
3. As shown in Exhibit "E", on January 16, 1953, an easement agreement, dated November 22, 1952, in favour of Trans Mountain relative to the Existing Pipeline on the Lands of the Owner ("**Easement Agreement**") was registered against title to a larger parcel of land ("**Parent Parcel**") that included the Lands of the Owner as Registration Number 52463E.
4. On August 19, 1960, the National Energy Board issued Certificate of Public Convenience and Necessity OC-2, as amended, authorizing Trans Mountain to construct and operate the Existing Pipeline.
5. As shown in Exhibit "E", on May 12, 2005, the Lands of the Owner were subdivided out of the Parent Parcel and the registered Easement Agreement was not carried over to the new title issued for the Lands of the Owner.
6. On June 21, 2019, the National Energy Board issued Certificate OC-065 authorizing Trans Mountain to construct and operate the Project.
7. On August 9, 2019, August 9, 2019 and August 11, 2019, Trans Mountain served notice on the Registered Owner pursuant to section 34 of the *National Energy Board Act* ("**Section 34 Notice**") in relation to the detailed route of the Project.
8. On August 30, 2021, September 7, 2021, September 8, 2021, September 14, 2021, September 15, 2021, and September 17, 2021, Trans Mountain served notice on the Owner pursuant to subsection 324(2) of the Act ("**Notice**") in relation to right of entry.
9. 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.
10. Trans Mountain requires the rights, titles and interests in the Lands of the Owner for the purposes and pursuant to the rights, obligations, restrictions and terms and conditions described in Exhibit "C". The form of Exhibit "C" is proposed to be made a part of the Right of Entry Order sought by this Application.
11. As summarized in Exhibit "G" to this Application, Trans Mountain has attempted in good faith to negotiate an agreement with the Owner for the necessary rights to restore the Easement Agreement rights for the Existing Pipeline erroneously expunged from title to the Lands of the Owner and to acquire the incremental rights now required for the Project, but 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 "G".

12. Trans Mountain requires immediate right of entry to the Lands of the Owner in order to commence construction of the Project and to restore its historic rights for the Existing Pipeline. Construction of the Project is anticipated to commence on the Lands of the Owner on or about November 1, 2021.

13. 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 and the Pipeline ROW Area; the rights, titles and interests applied for in respect of the Lands of the Owner and the Pipeline ROW 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 the Easement Agreement, historic Certificates of Title KR121551 and KX58112 for the Lands of the Owner, and Plan KAP77994.

Exhibit "F" Copy of section 56 of the Rules;

Exhibit "G" Summary of the land negotiation process, outstanding issues and reasons a voluntary agreement could not be reached;

Exhibit "H" CER Template for Objection to Application for Right of Entry; and

Exhibit "I" Completed CER Filing Inventory.

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 18th day of October, 2021.

Trans Mountain Pipeline ULC

By its counsel
Blake, Cassels & Graydon, LLP

Per: 

Lars Olthafer

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

August 27, 2021

Rupinder Kaur Gill
16678 - 85 Avenue
Surrey, British Columbia, Canada V4N 4W3

Sarbjit Kaur Chahal
7891 – 155 Street
Surrey, British Columbia, Canada V3S 3P5

Bhupinder Singh Chahal
Unit 102, 8484 - 128th Street
Surrey, British Columbia, Canada V3W 4G3

To: Rupinder Kaur Gill
Sarbjit Kaur Chahal
Bhupinder Singh Chahal

**Re: Trans Mountain Pipeline ULC ("Trans Mountain")
Trans Mountain Expansion Project ("Project")
and Trans Mountain Pipeline ("Existing Pipeline")
OF-Fac-Oil-T260-2013-03 63
Notice of application for right of entry
Short Legal: 004-550-692 / Tract: 1966 ("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. Trans Mountain has also conferred with you regarding the Existing Pipeline that is located on your Lands.

The land rights required for the Existing Pipeline, including the rights to construct, operate and maintain the Existing Pipeline, were acquired by an easement agreement dated November 22, 1952 ("**Easement Agreement**") that was registered on the larger parcel of land from which your Lands were subdivided in 2005. However, in the process of registering the subdivision plan, it appears that the Land Titles Office failed to carry the registration of the Easement Agreement over to the new title issued for your Lands.

The portion of your Lands that is now required to construct, operate and maintain the Project largely overlaps the area previously subject to the Easement Agreement for the Existing Pipeline.

Therefore, Trans Mountain is proposing to acquire a right-of-way that incorporates the area previously acquired for the Existing Pipeline as well as the small incremental area required to accommodate the construction, operation and maintenance of the Project.

Accordingly, Trans Mountain has:

- provided you with an offer to acquire lands for the Project and the Existing Pipeline; and
- served you concurrently with a notice in relation to the lands proposed to be acquired for the Project and the Existing Pipeline 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, as well as continue to operate and maintain the Existing

Pipeline. However, through its engagement program, Trans Mountain understands that you have not accepted the current offer of compensation.

To ensure that Trans Mountain has timely 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. The area described as Pipeline Right of Way in the Schedule attached to the Notice and shown as New Right of Way in the Individual Ownership Plan appended thereto incorporates the area that had been historically subject to the Easement Agreement as well as the small incremental area now required to accommodate the Project. 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. Lars Olthafer, Blake, Cassels & Graydon LLP
Joey Andries, Progress Land Services Ltd.
Her Majesty the Queen in Right of Canada, c/o Attorney General of Canada, Department of Justice
Annacis Waste Disposal Corporation
Parmjit S. Virk Law Corporation

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.

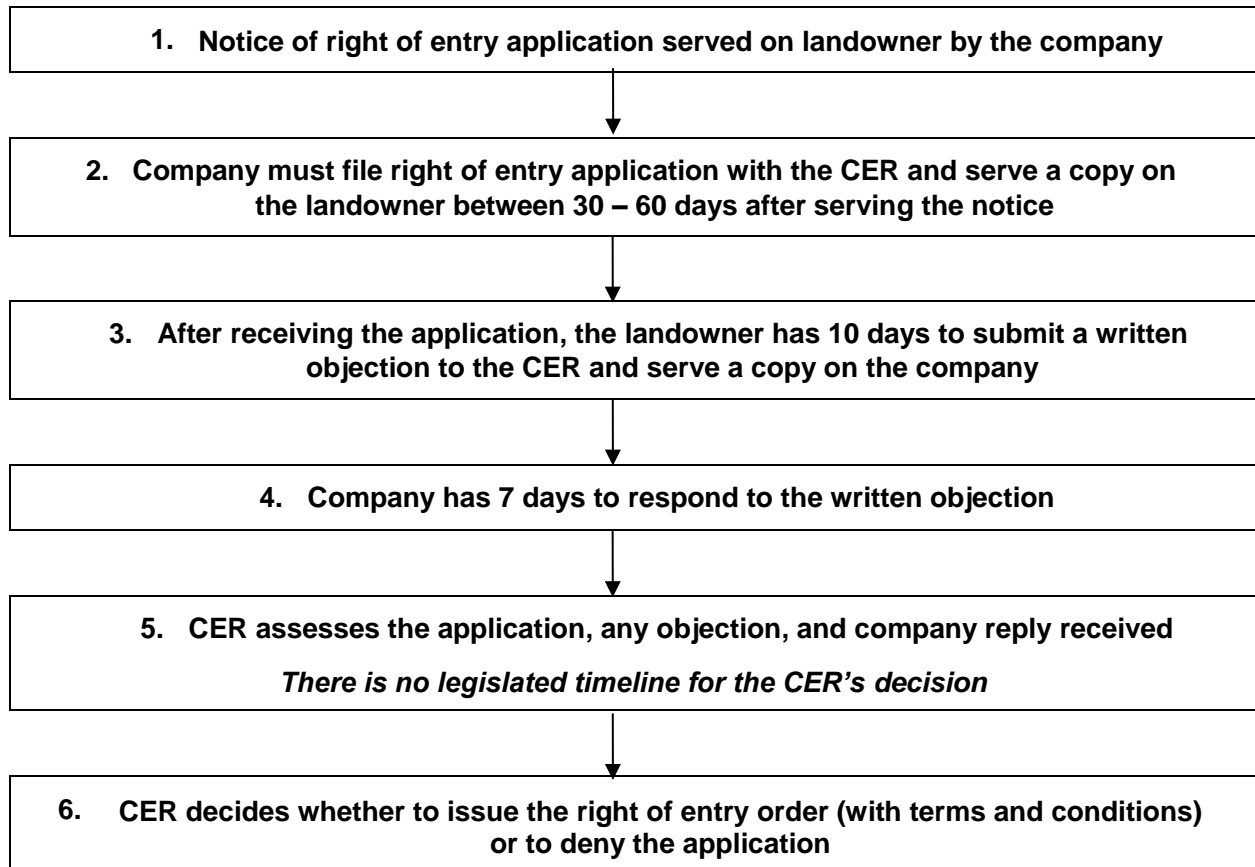
(3) A company that receives an objection under subsection (2) shall file with the Board a reply to the objection, or a statement that it does not wish to respond to the objection, within seven days after the date that the objection is served on the company by the owner of the lands.

(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: **Rupinder Kaur Gill**
 Sarbjit Kaur Chahal
 Bhupinder Singh Chahal

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

AND TO: **Her Majesty the Queen in Right of Canada, c/o Attorney General of Canada,**
 Department of Justice
 Annacis Waste Disposal Corporation
 Parmjit S. Virk Law Corporation

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

1. Take notice that the Applicant intends to make an application to the Canada Energy Regulator (the "**Regulator**") on September 27, 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 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 November 1, 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.

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 Registered 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 \$1,575.00 in respect of the Pipeline ROW 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 27th day of August, 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

LEGAL SUBDIVISION 13 OF SECTION 12 TOWNSHIP 5 RANGE 26 WEST OF THE 6TH

MERIDIAN YALE DIVISION YALE DISTRICT EXCEPT PLANS KAP48960 AND KAP77995

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

That portion of the Lands of the Owner containing 0.061 Ha / 0.15 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**")

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 AND THE PIPELINE ROW 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; and

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

(b) the right of access to and egress from the Pipeline ROW 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; provided, however, that Trans Mountain shall not use or exercise such right of access or egress for the purpose of Pipeline Construction;

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

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

4. RIGHTS, OBLIGATIONS, RESTRICTIONS 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 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. 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.
- (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, 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

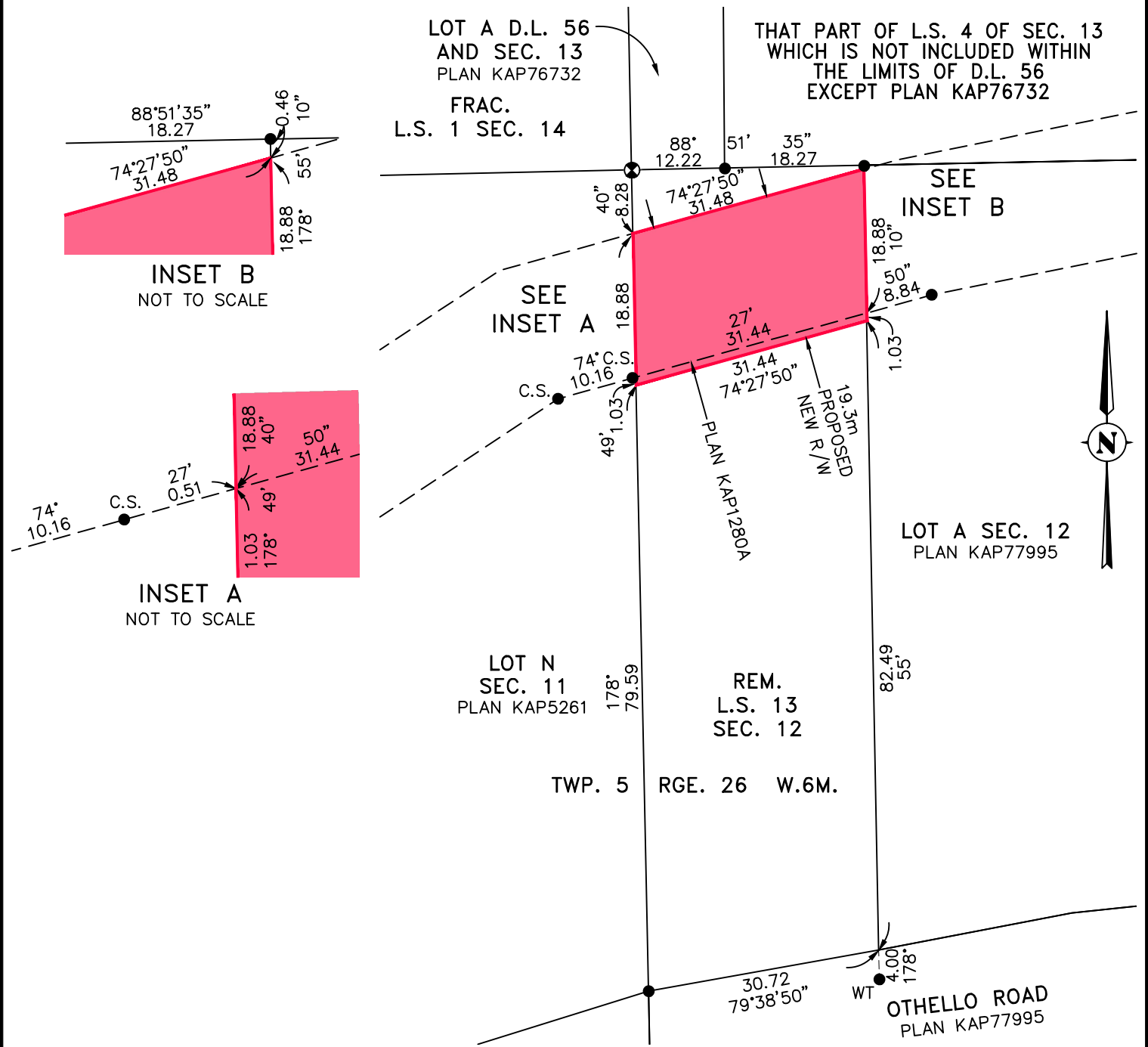
The address of the Owner for such purpose shall be the address that appears on the certificate of title for the Lands of the Owner maintained by the LTO at the time the notice is given.

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.: CA3044807

OWNER(S):

- RUPINDER KAUR GILL (AS TO AN UNDIVIDED 1/2 INTEREST)
- SARBJIT KAUR CHAHAL (AS TO AN UNDIVIDED 1/4 INTEREST)
- BHUPINDER SINGH CHAHAL (AS TO AN UNDIVIDED 1/4 INTEREST)

- STANDARD CAPPED POST FOUND SHOWN ⊗
- STANDARD IRON POST FOUND SHOWN ●
- COUNTERSUNK C.S.
- WITNESS WT
- DISTANCES ARE IN METRES

AREA REQUIRED FOR NEW R/W: 0.061 ha (0.15 Ac.) NEW R/W IS OUTLINED THUS:

THIS PLAN CERTIFIED CORRECT THIS
25th DAY OF AUGUST, 2021.

PID: 004-550-692
TRACT NUMBER: 1966

Jeffrey Adair
JEFFREY ADAIR, BCLS

TRANS MOUNTAIN PIPELINE ULC

INDIVIDUAL OWNERSHIP PLAN SHOWING
PROPOSED PIPELINE RIGHT-OF-WAY
WITHIN

LEGAL SUBDIVISION 13 OF SECTION 12 TOWNSHIP 5 RANGE 26
WEST OF THE 6TH MERIDIAN YALE DIVISION YALE DISTRICT
EXCEPT PLANS KAP48960 AND KAP77995

FRASER VALLEY REGIONAL DISTRICT – BRITISH COLUMBIA

REVISION: C

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 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.

"**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 the pipelines 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.

"**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"**

Tract: 1966

CANADIAN ENERGY REGULATOR ACT

ACKNOWLEDGEMENT OF RECEIPT

The undersigned, being registered owner or other person having an interest ("Owner/Interested Person") in the lands referred to in the attached Notice pursuant to section 324(2) of the *Canadian Energy Regulator Act*, hereby acknowledges receipt from Trans Mountain Pipeline ULC, a corporation incorporated under the laws of Alberta (the "Company"), of a copy of the said Notice on the date and at the place shown opposite his or her signature.

Date	Place	Witness	Signature
_____	_____	_____	_____
			Name: _____

AFFIDAVIT OF SERVICE - INDIVIDUAL

I, Peter McLeod, of the City of Vancouver
(name of person who performed service) (city, town, municipality) (name of city or town)

in the Province of British Columbia, MAKE OATH AND SAY:

THAT I did on the 8 day of September, 2021, serve Sarbjit Kaur Chahal with a notice from the Company pursuant to section 324(2) of the *Canadian Energy Regulator Act*, a copy of which is attached hereto, by:

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

Signature Peter McLeod

Sworn before me at the City of COQUITLAM in the Province of BC this 10 day of SEPT 2021

Phil John McKenzie
My Commission Expires October 31, 2021
Appointee No 2018-1428

Phil McKenzie
Commissioner of Oaths in and for the Province of BC

Tract: 1966

CANADIAN ENERGY REGULATOR ACT

ACKNOWLEDGEMENT OF RECEIPT

The undersigned, being registered owner or other person having an interest ("Owner/Interested Person") in the lands referred to in the attached Notice pursuant to section 324(2) of the *Canadian Energy Regulator Act*, hereby acknowledges receipt from Trans Mountain Pipeline ULC, a corporation incorporated under the laws of Alberta (the "Company"), of a copy of the said Notice on the date and at the place shown opposite his or her signature.

Date	Place	Witness	Signature
_____	_____	_____	_____
			Name: _____

AFFIDAVIT OF SERVICE - INDIVIDUAL

I, Peter McLeod, of the City of Vancouver
(name of person who performed service) (city, town, municipality) (name of city or town)

in the Province of British Columbia, MAKE OATH AND SAY:

THAT I did on the 14 day of September, 2021, serve Bhupinder Singh Chahal with a notice from the Company pursuant to section 324(2) of the *Canadian Energy Regulator Act*, a copy of which is attached hereto, by:

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

Signature Peter McLeod

Sworn before me at the City of Chilliwack in the Province of BC this 21 day of SEP 2021

Matthew Walsh

Commissioner of Oaths in and for the Province of BC

MATTHEW WALSH
A Commissioner for Taking Affidavits for British Columbia
My Commission expires June 30, 2023
Appointee No. 2020-0748

Tract: 1966

CANADIAN ENERGY REGULATOR ACT

ACKNOWLEDGEMENT OF RECEIPT

The undersigned, being registered owner or other person having an interest ("Owner/Interested Person") in the lands referred to in the attached Notice pursuant to section 324(2) of the *Canadian Energy Regulator Act*, hereby acknowledges receipt from Trans Mountain Pipeline ULC, a corporation incorporated under the laws of Alberta (the "Company"), of a copy of the said Notice on the date and at the place shown opposite his or her signature.

Date	Place	Witness	Signature
_____	_____	_____	_____
			Name: _____

AFFIDAVIT OF SERVICE - INDIVIDUAL

I, Peter McLeod, of the CITY of Vancouver
(name of person who performed service) (city, town, municipality) (name of city or town)

in the Province of British Columbia, MAKE OATH AND SAY:

THAT I did on the 10 day of September, 2021, serve Rupinder Kaur Gill with a notice from the Company pursuant to section 324(2) of the *Canadian Energy Regulator Act*, a copy of which is attached hereto, by:

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

Signature Peter McLeod

Sworn before me at the CITY of COQUITLAM in the Province of BC this 10 day of SEPT, 2021

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

Phil John McKenzie
My Commission Expires October 31, 2021
Appointee No 2018-1428

CANADIAN ENERGY REGULATOR ACT

ACKNOWLEDGEMENT OF RECEIPT

The undersigned, being registered owner or other person having an interest ("Owner/Interested Person") in the lands referred to in the attached Notice pursuant to section 324(2) of the *Canadian Energy Regulator Act*, hereby acknowledges receipt from Trans Mountain Pipeline ULC, a corporation incorporated under the laws of Alberta (the "Company"), of a copy of the said Notice on the date and at the place shown opposite his or her signature.

Date	Place	Witness	Signature
_____	_____	_____	_____

Name: _____

AFFIDAVIT OF SERVICE - INDIVIDUAL

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

in the Province of Alberta, MAKE OATH AND SAY:

THAT I did on the 17 day of September, 2021, serve Rupinder Kaur Gill with a notice from the Company pursuant to section 324(2) of the *Canadian Energy Regulator Act*, a copy of which is attached hereto, by:

- delivering the notice to and leaving same with _____
(name of person served and place of service)
- ~~leaving the notice with _____ at the Owner/Interested Person's place of residence and~~ mailing a copy to the Owner/Interested Person's address. On September 7/21
(name of adult person served)
- sending the notice to the Owner/Interested Person's lawyer via email or fax or mail (select one).
- sending the notice to the Owner/Interested Person's last known address by registered mail (attach signed postal receipt).
- Substituted service as approved by Order _____.

K. Nowak
Signature Kirsten Nowak

Sworn before me at the City)
of Edmonton)
in the Province of Alberta)
this 17 day of September 2021

Brittaney Pregizer
Commissioner of Oaths in and for the Province of Alberta

BRITTANEY PREGIZER
My Appointment Expires Dec. 29, 2021

CANADIAN ENERGY REGULATOR ACT

ACKNOWLEDGEMENT OF RECEIPT

The undersigned, being registered owner or other person having an interest in the lands referred to in the attached Notice pursuant to section 324(2) of the *Canadian Energy Regulator Act*, hereby acknowledges receipt from Trans Mountain Pipeline ULC, a corporation incorporated under the laws of Alberta (the "Company"), of a copy of the said Notice on the date and at the place shown opposite his or her signature.

Date	Place	Witness	Signature
_____	_____	_____	Authorized Corporate Signatory Name: Title:
_____	_____	_____	Authorized Corporate Signatory Name: Title:

AFFIDAVIT OF SERVICE - CORPORATION

I, Matthew Walsh of the District of Sooke
(name of person who performed service) (city, town, municipality) (name of city or town)

in the Province of British Columbia, MAKE OATH AND SAY:

THAT I did on the 30th day of August, 2021, serve The Crown, in the right of British Columbia with a notice from the Company pursuant to section 324(2) of the *Canadian Energy Regulator Act*, a copy of which is attached hereto, by:

- delivering the notice to and leaving same with Andrea Glen Barrister + Shuter being an officer or director of the corporation, or a person employed by the corporation as legal counsel
(name of person served)
- leaving the notice with _____ being a manager or person who appears to be in charge of the corporation (not a receptionist).
(name of person served)
- sending the notice to the corporation's lawyer via email or fax or mail (select one).
- sending the notice to the corporation's registered mailing address as shown in the corporate register by registered mail (attach signed postal receipt).
- Substituted service as approved by Order _____.

Matthew Walsh
Signature

Sworn before me at the City of Chilliwack in the Province of BC this 31 day of Aug 2021

Peter C. McLeod
My Commission Expires June 30, 2023
Appointee No: 2020-0779

Commissioner of Oaths in and for the Province of BC

CANADIAN ENERGY REGULATOR ACT

ACKNOWLEDGEMENT OF RECEIPT

The undersigned, being registered owner or other person having an interest in the lands referred to in the attached Notice pursuant to section 324(2) of the *Canadian Energy Regulator Act*, hereby acknowledges receipt from Trans Mountain Pipeline ULC, a corporation incorporated under the laws of Alberta (the "Company"), of a copy of the said Notice on the date and at the place shown opposite his or her signature.

Date	Place	Witness	Signature
_____	_____	_____	Authorized Corporate Signatory Name: Title:
_____	_____	_____	Authorized Corporate Signatory Name: Title:

AFFIDAVIT OF SERVICE - CORPORATION

I, Peter McLeod of the City of Vancouver
(name of person who performed service) (city, town, municipality) (name of city or town)

in the Province of British Columbia, MAKE OATH AND SAY:

THAT I did on the 7 day of September, 2021, serve Parmjit S. Kirk Law Corporation with a notice from the Company pursuant to section 324(2) of the *Canadian Energy Regulator Act*, a copy of which is attached hereto, by:

- delivering the notice to and leaving same with Parmjit S. Kirk, being an officer or director of the corporation, or a person employed by the corporation as legal counsel (name of person served)
- leaving the notice with _____ being a manager or person who appears to be in charge of the corporation (not a receptionist). (name of person served)
- sending the notice to the corporation's lawyer via email or fax or mail (select one).
- sending the notice to the corporation's registered mailing address as shown in the corporate register by registered mail (attach signed postal receipt).
- Substituted service as approved by Order _____

Signature Peter McLeod.

Sworn before me at the City of COQUITLAM in the Province of BC this 10 day of SEPT, 2021

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

Tract: 19106

CANADIAN ENERGY REGULATOR ACT
ACKNOWLEDGEMENT OF RECEIPT

The undersigned, being registered owner or other person having an interest in the lands referred to in the attached Notice pursuant to section 324(2) of the *Canadian Energy Regulator Act*, hereby acknowledges receipt from Trans Mountain Pipeline ULC, a corporation incorporated under the laws of Alberta (the "Company"), of a copy of the said Notice on the date and at the place shown opposite his or her signature.

Date	Place	Witness	Signature
_____	_____	_____	Authorized Corporate Signatory Name: Title:
_____	_____	_____	Authorized Corporate Signatory Name: Title:

AFFIDAVIT OF SERVICE - CORPORATION

I, Peter McLeod of the City of Vancouver
(name of person who performed service) (city, town, municipality) (name of city or town)

in the Province of British Columbia, MAKE OATH AND SAY:

THAT I did on the 15 day of September, 2021, serve Annacis Waste Disposal Corporation with a notice from the Company pursuant to section 324(2) of the *Canadian Energy Regulator Act*, a copy of which is attached hereto, by:

- delivering the notice to and leaving same with Taul Jeffrey Antoniou, being an officer or director of the corporation, or a person employed by the corporation as legal counsel
(name of person served)
- leaving the notice with _____ being a manager or person who appears to be in charge of the corporation (not a receptionist).
(name of person served)
- sending the notice to the corporation's lawyer via email or fax or mail (select one).
- sending the notice to the corporation's registered mailing address as shown in the corporate register by registered mail (attach signed postal receipt).
- Substituted service as approved by Order _____

Signature Peter McLeod

Sworn before me at the City of CHILLIWACK in the Province of BC this 21 day of SEP 2021

MATTHEW WALSH
A Commissioner for Taking Affidavits for British Columbia
My Commission expires June 30, 2023
Appointee No. 2020-0748

Matthew Walsh
Commissioner of Oaths in and for the Province of BC

Exhibit "C"

Schedule describing the Lands of the Owner and the Pipeline ROW Area; the rights, titles and interests applied for in respect of the Lands of the Owner and the Pipeline ROW 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

LEGAL SUBDIVISION 13 OF SECTION 12 TOWNSHIP 5 RANGE 26 WEST OF THE 6TH
MERIDIAN YALE DIVISION YALE DISTRICT EXCEPT PLANS KAP48960 AND KAP77995

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

That portion of the Lands of the Owner containing 0.061 Ha / 0.15 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**")

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 AND THE PIPELINE ROW 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; and

(referred to herein as the "**Pipeline ROW Area Rights**")
- (b) the right of access to and egress from the Pipeline ROW 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; provided, however, that Trans Mountain shall not use or exercise such right of access or egress for the purpose of Pipeline Construction;

(the rights and interests referred to above being collectively referred to herein as the
"Easement Rights")

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

4. RIGHTS, OBLIGATIONS, RESTRICTIONS 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 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. 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.
- (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, 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

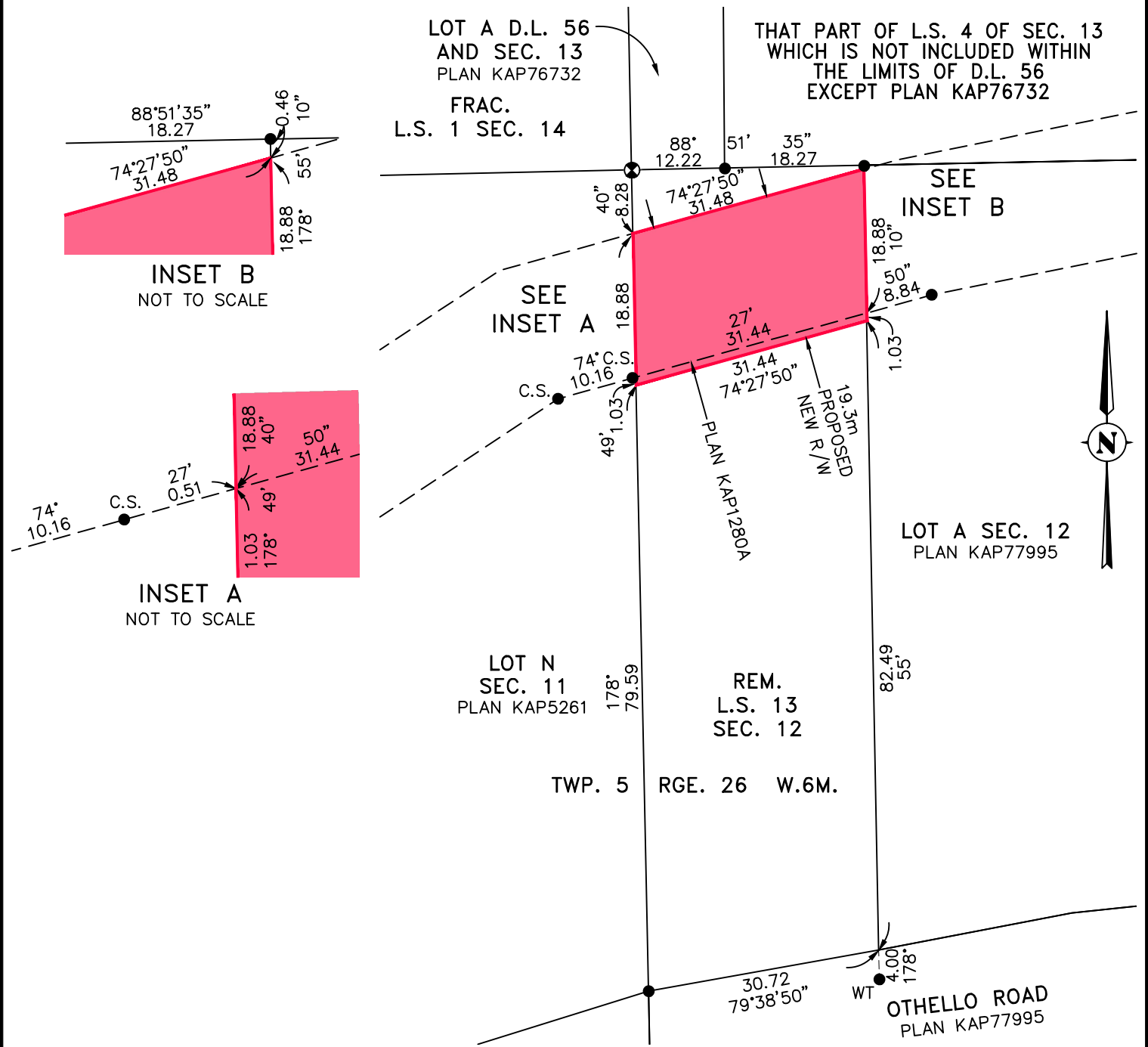
The address of the Owner for such purpose shall be the address that appears on the certificate of title for the Lands of the Owner maintained by the LTO at the time the notice is given.

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.: CA3044807

OWNER(S):

RUPINDER KAUR GILL (AS TO AN UNDIVIDED 1/2 INTEREST)
SARBJIT KAUR CHAHAL (AS TO AN UNDIVIDED 1/4 INTEREST)
BHUPINDER SINGH CHAHAL (AS TO AN UNDIVIDED 1/4 INTEREST)

STANDARD CAPPED POST FOUND SHOWN ⊗
STANDARD IRON POST FOUND SHOWN ●
COUNTERSUNK C.S.
WITNESS WT
DISTANCES ARE IN METRES

AREA REQUIRED FOR NEW R/W: 0.061 ha (0.15 Ac.) NEW R/W IS OUTLINED THUS:

THIS PLAN CERTIFIED CORRECT THIS
25th DAY OF AUGUST, 2021.

PID: 004-550-692
TRACT NUMBER: 1966

JEFFREY ADAIR, BCLS

TRANS MOUNTAIN PIPELINE ULC

INDIVIDUAL OWNERSHIP PLAN SHOWING
PROPOSED PIPELINE RIGHT-OF-WAY
WITHIN

LEGAL SUBDIVISION 13 OF SECTION 12 TOWNSHIP 5 RANGE 26
WEST OF THE 6TH MERIDIAN YALE DIVISION YALE DISTRICT
EXCEPT PLANS KAP48960 AND KAP77995

FRASER VALLEY REGIONAL DISTRICT – BRITISH COLUMBIA

REVISION: C

GeoVerra Surveys (BC) Limited Partnership
Fort St. John, B.C.
t: 250-787-0300 • www.geoverra.com

TMC No.: 01-13283-M002-PP-10383-RC

PGE: 1 OF 1

DWG: 38290-SRB-92H6E

SCALE: 1:750

DWG BY: JKE

FILE No.: S-38290

DATE: AUG. 25, 2021

CKD BY: JA

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 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.

"**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 the pipelines 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.

"**Trans Mountain**" means Trans Mountain Pipeline ULC.

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

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

Exhibit "D"

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

TITLE SEARCH PRINT

2021-10-12, 07:11:30

File Reference: 12012

Requestor: Kirsten Nowak

Declared Value \$67800

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number CA3044807
From Title Number CA1052262

Application Received 2013-03-25

Application Entered 2013-04-26

Registered Owner in Fee Simple

Registered Owner/Mailing Address: RUPINDER KAUR GILL, BOOKKEEPER
16678 - 85TH AVENUE
SURREY, BC
V4N 4W3
AS TO AN UNDIVIDED 1/2 INTEREST

Registered Owner/Mailing Address: SARBJIT KAUR CHAHAL, TEACHER'S ASSISTANT
16678 - 85TH AVENUE
SURREY, BC
V4N 4W3
AS TO AN UNDIVIDED 1/4 INTEREST

Registered Owner/Mailing Address: BHUPINDER SINGH CHAHAL, BUSINESSMAN
102 - 8484 128TH STREET
SURREY, BC
V3W 4G3
AS TO AN UNDIVIDED 1/4 INTEREST

Taxation Authority Hope, District of

Description of Land

Parcel Identifier: 004-550-692
Legal Description:
LEGAL SUBDIVISION 13 OF SECTION 12 TOWNSHIP 5 RANGE 26 WEST OF THE 6TH
MERIDIAN YALE DIVISION YALE DISTRICT EXCEPT PLANS KAP48960 AND KAP77995

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE
MUNICIPAL ACT SEE DF KE23863

TITLE SEARCH PRINT

File Reference: 12012
Declared Value \$67800

2021-10-12, 07:11:30
Requestor: Kirsten Nowak

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE KW162965

Charges, Liens and Interests

Nature: RIGHT OF WAY
Registration Number: 62714E
Registration Date and Time: 1955-11-08 14:55
Registered Owner: WESTCOAST ENERGY INC.
INCORPORATION NO. A57129
CHANGE OF ADDRESS FILED, SEE FB507856
Transfer Number: LA156356
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: X260112
Registration Date and Time: 1988-05-24 14:54
Registered Owner: BRITISH COLUMBIA TELEPHONE COMPANY
INCORPORATION NO. 1801A
Remarks: INTER ALIA

Nature: COVENANT
Registration Number: KE22149
Registration Date and Time: 1991-04-12 10:15
Registered Owner: REGIONAL DISTRICT OF FRASER-CHEAM
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: KT129789
Registration Date and Time: 2002-11-26 14:52
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: KT129790
Registration Date and Time: 2002-11-26 14:52
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. A55547
Remarks: INTER ALIA

Nature: CERTIFICATE OF PENDING LITIGATION
Registration Number: LB480302
Registration Date and Time: 2011-08-24 10:20
Registered Owner: SARBJIT KAUR CHAHAL
SATPAL KAUR BOYAL
JASWANT SINGH CHAHAL
GURMIT KAUR CHAHAL

TITLE SEARCH PRINT

2021-10-12, 07:11:30

File Reference: 12012

Requestor: Kirsten Nowak

Declared Value \$67800

Nature:	JUDGMENT
Registration Number:	CA3971673
Registration Date and Time:	2014-09-19 16:13
Registered Owner:	THE CROWN IN RIGHT OF CANADA
Remarks:	AS TO THE INTEREST OF BHUPINDER SINGH CHAHAL RENEWED BY CA5415196

Nature:	JUDGMENT
Registration Number:	CA5415196
Registration Date and Time:	2016-08-11 08:14
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF CANADA
Remarks:	RENEWAL OF CA3971673 AS TO THE INTEREST OF BHUPINDER SINGH CHAHAL RENEWED BY CA6898358

Nature:	JUDGMENT
Registration Number:	CA6898358
Registration Date and Time:	2018-06-28 15:39
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF CANADA
Remarks:	RENEWAL OF CA5415196 AS TO THE INTEREST OF BHUPINDER SINGH CHAHAL RENEWED BY CA8231987

Nature:	JUDGMENT
Registration Number:	CA7385545
Registration Date and Time:	2019-03-08 13:40
Registered Owner:	ANNACIS WASTE DISPOSAL CORPORATION INCORPORATION NO. 0599091
Remarks:	AS TO THE INTEREST OF BHUPINDER SINGH CHAHAL

Nature:	JUDGMENT
Registration Number:	CA8231987
Registration Date and Time:	2020-06-08 15:12
Registered Owner:	HER MAJESTY THE QUEEN IN RIGHT OF CANADA
Remarks:	AS TO THE INTEREST OF BHUPINDER SINGH CHAHAL RENEWAL OF CA6898358

Nature:	JUDGMENT
Registration Number:	CA8423749
Registration Date and Time:	2020-09-11 16:43
Registered Owner:	PARMJIT S. VIRK LAW CORPORATION
Remarks:	AS TO THE INTEREST OF BHUPINDER SINGH CHAHAL

Duplicate Indefeasible Title	NONE OUTSTANDING
-------------------------------------	------------------

TITLE SEARCH PRINT

File Reference: 12012
Declared Value \$67800

2021-10-12, 07:11:30
Requestor: Kirsten Nowak

Transfers NONE

Pending Applications NONE

PARCEL IDENTIFIER (PID): 004-550-692

SHORT LEGAL DESCRIPTION:U/YDYD//26/5///12//NW4//13
MARG:REM

TAXATION AUTHORITY:
1 Hope, District of

FULL LEGAL DESCRIPTION: CURRENT
LEGAL SUBDIVISION 13 SECTION 12 TOWNSHIP 5 RANGE 26 WEST OF THE 6TH MERIDIAN
YALE DIVISION YALE DISTRICT EXCEPT PLANS KAP48960 AND KAP77995

MISCELLANEOUS NOTES:
PL A1737
SRW PL KAP44473
CG 101886F
RIGHT OF WAY 52463E SHOULD BE ON THIS TITLE. DROPPED IN ERROR IN 2005.
NOTICE SENT JAN & FEB 2011 TO RE-INSTATE. NO RESPONSE FROM REGISTERED
OWNER.

ASSOCIATED PLAN NUMBERS:
RIGHT OF WAY PLAN KAP1737A
STATUTORY RIGHT OF WAY PLAN KAP44473
ROAD PLAN KAP48960
SUBDIVISION PLAN KAP77995

AFB/IFB: MN: Y PE: 0 SL: 1 TI: 1

Exhibit "E"

Copy of the Easement Agreement, historic Certificates of Title KR121551 and KX58112 for the Lands of the Owner, and Plan KAP77994

Easement Agreement
Registration Number 52463E

TRANS MOUNTAIN OIL PIPE LINE COMPANY

EASEMENT

1966

The undersigned, **V. HENRI EVALD JOHNSON**
of **HOPE** in the Province of British Columbia,
hereinafter called "THE GRANTOR", being registered or entitled to become registered as owner of an estate in fee simple,
subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten, in all that certain
tract of land situate in the Province of British Columbia, and being more particularly described as follows:

**LEGAL SUBDIVISIONS THIRTEEN (13) AND FOURTEEN (14) OF SECTION TWELVE (12)
TOWNSHIP FIVE (5) RANGE TWENTY-SIX (26) WEST OF THE SIXTH MERIDIAN CONTAINING
EIGHTY (80) ACRES MORE OR LESS.**

in consideration of the sum of **Seventeen Dollars and Sixteen Cents**
~~xxxxx~~ Dollars (\$ **17.16**) paid to the Grantor (or others interested in the said lands by encumbrances or otherwise), the
receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter mentioned to
be kept and performed by TRANS MOUNTAIN OIL PIPE LINE COMPANY, a company incorporated by Special Act of
the Parliament of Canada and being empowered to construct and operate interprovincial and/or international pipe lines
for the transportation of oil and having its head office at the City of Edmonton, in the Province of Alberta, hereinafter
called "THE GRANTEE", do hereby grant, convey and transfer unto and to the Grantee, the right, licence, liberty, privilege
and easement to use that portion of the said lands being a right-of-way on, over, under and/or through a strip of land 60
feet in width as shown outlined in red on a plan of the said right-of-way of record in the Land Registry Office for the
Kamloops Land Registration District as Plan No. **A-1280** for the laying down, construction,
operation, maintenance, inspection, alteration, removal, replacement, reconstruction and/or repair of one or more pipe lines,
together with all the works of the Company necessary for its undertaking, including but without limiting the generality
of the foregoing, all such pumping and other stations, structures, communication systems, including pole lines, drips,
valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith
for the carriage, conveyance, transportation, storage and/or handling of oil and/or any product or by-product thereof,
together with the right of ingress and egress to and from the same for its servants, agents, contractors and sub-contractors
with vehicles, supplies and equipment for all purposes necessary or incidental to the exercise and enjoyment of the rights
herein granted as and from the date hereof and for so long thereafter as the Grantee desires to exercise the rights and
privileges hereby granted on the following terms, stipulations and conditions which are hereby mutually covenanted and
agreed to by and between the Grantor and the Grantee:

FIRST: The Grantor shall not, without the prior written consent of the Grantee, excavate, drill, install, erect or
permit to be excavated, drilled, installed or erected on or under the said right-of-way any pit, well, foundation, pavement
or other structure or installation, but otherwise the Grantor shall have the right fully to use and enjoy the said right-of-way
except as the same may be necessary for the purposes herein granted to the Grantee.

SECOND: The Grantor will at all times cut thistles and all noxious weeds growing on the right-of-way and cut down
or root out and destroy such thistles and weeds each year before they have sufficiently matured to seed.

THIRD: The Grantee will compensate the Grantor for damage done to any buildings, crops, fences, timber and
livestock on the said lands by reason of the exercise of the rights hereinbefore granted. In the event of disagreement
between the parties as to the amount of such compensation, the same shall be determined by the arbitration of a single
arbitrator or at the election of either party of three arbitrators pursuant to the provisions of the "Arbitration Act" of
British Columbia. If the submission shall be to three arbitrators the award of the majority shall be final and binding upon
the parties.

FOURTH: The Grantee will, as soon as weather and soil conditions permit and insofar as it is practicable so to
do, bury and maintain all pipe lines so as not to interfere with the drainage or ordinary cultivation of the said lands.

FIFTH: Notwithstanding any rule of law or equity, the pipe (which term shall include all pipe lines, all pumping
and other stations, all terminals, storage tanks, reservoirs and other structures, all communication systems, pole lines,
drips, valves, fittings, connections, meters, and all other equipment and appurtenances brought on to, laid or erected
upon or buried in or under the right-of-way by the Grantee) shall at all times remain the property of the Grantee not-
withstanding that the same may be annexed or affixed to the freehold and shall at any time, and from time to time, be
removable in whole or in part by the Grantee or its assigns.

SIXTH: Upon the discontinuance of the use of the said right-of-way and of the exercise of the rights hereby
granted, the Grantee shall and will restore the said lands to the same condition, so far as it is practicable so to do, as
the same were in prior to the entry thereon and the use thereof by the Grantee, but it may at its option leave the pipe
and the poles used in its communication system, in the ground.

SEVENTH: The Grantee, performing and observing the covenants and conditions on its part to be observed and
performed, shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without
hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by,
through, under or in trust for, the Grantor.

EIGHTH: Each of the parties hereto shall have the absolute right to assign this Agreement and all rights, privileges
and benefits accruing hereunder, subject always to the terms hereof.

NINTH: All notices to be given hereunder may be given by registered letter addressed to the Grantor at
Box 326, Hope, British Columbia,

and to the Grantee at 316 McLeod Building, Edmonton, Alberta, or such other address as the Grantor and the Grantee may
respectively from time to time designate in writing, and any such notice shall be deemed to have been given to and
received by the addressee seven (7) days after the mailing thereof, postage prepaid and registered.

TENTH: Neither this Agreement nor anything herein contained shall affect or prejudice the Grantee's statutory
rights to acquire the said strip of land or any other portion or portions of the lands of the Grantor under the provisions
of "The Pipe Lines Act" (Canada) or any other laws, which rights may be exercised at the Grantee's discretion.

ELEVENTH: The Grantor will if so requested by the Grantee execute such further and other assurances and
documents of title in respect of the said easement or right-of-way as may be requisite.

TWELFTH: Nothing herein contained shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the lands comprising the said right-of-way, except only the parts thereof that are necessary to be dug, carried away or used in the construction of the works of the Grantee.

THIRTEENTH: If it shall appear that at the date hereof the Grantor is not the sole owner of the lands hereinbefore described, this Agreement shall nevertheless bind the Grantor to the full extent of his interest therein and if he shall later acquire a greater or the entire interest, this Agreement shall likewise bind all such after-acquired interests. All moneys payable hereunder shall be paid to the Grantor only in the proportion his interest bears to the entire interest.

FOURTEENTH: This easement is, and shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of, the heirs, executors, administrators, successors in title and assigns of the Grantor and the Grantee respectively; and wherever the singular or masculine is used, it shall be considered as if the plural or the feminine or the neuter, as the case may be, had been used, where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF these presents have been executed by the Grantor, and the Grantee has hereunto caused its Corporate Seal to be affixed, attested by the hands of its proper officers duly authorized in that behalf this 22 day of November A.D. 1952

SIGNED, SEALED AND DELIVERED

by the Grantor in the presence of:

J. R. Radford
RR 4 New Westminster
R/W agent.

Verner Ewald Johnson

THE CORPORATE SEAL of the Grantee was hereunto affixed in the presence of:

J. W. [Signature]
AUTHORIZED OFFICER

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

.....
.....
.....
.....

CONSENT

I, the undersigned, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, HEREBY CONSENT to the granting of the within easement and agree that the same shall be binding upon my interests in or charge upon the said lands.

SIGNED, SEALED AND DELIVERED

in the presence of:

}

AFFIDAVIT OF WITNESS

TO WIT:

I, *J.R. Radford* of the *RR4*, in the Province of British Columbia, make oath and say:—

- 1. I was personally present and did see the within instrument duly signed and executed by *Verner. Ewald, Johnson* one of the parties thereto, for the purposes named therein.
- 2. The said instrument was executed at *Hope B.C.*
- 3. I know the said part *y*, and that *he is* of the full age of twenty-one years.
- 4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

SWORN BEFORE ME at *Chilliwack* in the Province of British Columbia, this *22nd* day of *November* A.D. 195*7*.

J.A. Gething

J.R. Radford

~~A Notary Public in and for the Province of British Columbia. A Commissioner for taking affidavits within British Columbia.~~

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I HEREBY CERTIFY that, on the *26* day of *November* 195*7*, at *Vancouver* in the Province of British Columbia, *J. Don Creveling* personally known to me, appeared before me and acknowledged to me that he is the *authorized Officer* of *Trans Mountain Oil Pipe Line Company* and that he is the person who subscribed his name to the annexed instrument as *authorized Officer* of the said *Company* and affixed the seal of the said *Company* to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such Corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my hand and Seal of Office at *Vancouver* in the Province of British Columbia, this *26* day of *November*, in the year of our Lord one thousand nine hundred and fifty-*TWO*

Wesley Blackburn

~~A Notary Public in and for the Province of British Columbia. A Commissioner for taking affidavits within British Columbia.~~

AFFIDAVIT OF WITNESS

TO WIT:

I, _____ of the _____, in the Province of British Columbia, make oath and say:—

- 1. I was personally present and did see the within instrument duly signed and executed by _____ one of the parties thereto, for the purposes named therein.
- 2. The said instrument was executed at _____
- 3. I know the said part _____, and that _____ of the full age of twenty-one years.
- 4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

SWORN BEFORE ME at _____ in the Province of British Columbia, this _____ day of _____ A.D. 195 _____.

~~A Notary Public in and for the Province of British Columbia. A Commissioner for taking affidavits within British Columbia.~~

Dated

A.D. 195

— and —

TRANS MOUNTAIN OIL PIPE LINE
COMPANY

Leavenworth
(BRITISH COLUMBIA)

Trans Mountain Oil Pipe Line Company

7 89779

LAND REGISTRY ACT.

FORM S.
(Section 174.)
2

1966

CERTIFICATE OF CHARGE

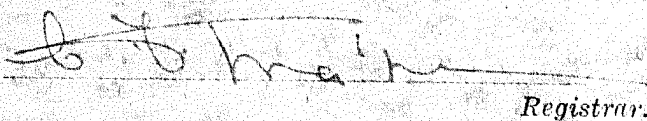
Date of application for registration, the 26th day of January, 1953.
at the hour of 1:46 P.M.

This is to certify that Trans Mountain Oil Pipe Line Company, 425 Howe Street,
Vancouver, B. C.
is the registered owner under No. 52463E. of a charge by way of a Right of Way dated
22nd November, 1952 from Verner Evald Johnson

Those portions of
upon that piece of land known as /Legal Subdivisions 13 and 14 of Section 12,
Township 5, Range 26, West of the 6th Meridian,
containing 80 acres more or less, shown as Right
of Way on Plan "A"1280.

the title to which is registered in the Register of Indefeasible Fees, Vol. 423, Fol.
No. 110987E.

In witness whereof I have hereunto set my hand and seal of office at KAMLOOPS
British Columbia, this 9th day of February, 19 53.


Registrar.

Certificate of Title Number KR121551

TITLE SEARCH PRINT

File Reference: 88818/58

Declared Value \$ 200000

2021-08-25, 12:56:00

Requestor: Susan Blow

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

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number KR121551
From Title Number KG19721

Application Received 2001-12-21

Application Entered 2002-01-03

Title Cancelled **2005-05-12**

Registered Owner in Fee Simple

Registered Owner/Mailing Address: KENNETH PAUL DAY, MACHINE OPERATOR
LINDA JEAN MURPHY, HOUSE CLEANER
66719 STEPHENS ROAD
HOPE, BC
V0X 1L2
AS TO AN UNDIVIDED 1/2 INTEREST AS JOINT TENANTS

Registered Owner/Mailing Address: PAUL CHARLES DAY, CONSULTANT
EILEEN EDNA DAY, BUSINESSWOMAN
#158-16275-15TH AVENUE
LANGLEY, BC
V4A 1L4
AS TO AN UNDIVIDED 1/2 INTEREST AS JOINT TENANTS

Taxation Authority Chilliwack Assessment Area

Description of Land

Parcel Identifier: 004-550-692
Legal Description:
LEGAL SUBDIVISION 13 SECTION 12 TOWNSHIP 5 RANGE 26 WEST OF THE 6TH MERIDIAN
YALE DIVISION YALE DISTRICT EXCEPT PLAN KAP48960

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE
MUNICIPAL ACT SEE DF KE23863

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL
GOVERNMENT ACT, SEE KW162965

TITLE SEARCH PRINT

File Reference: 88818/58

Declared Value \$ 200000

2021-08-25, 12:56:00

Requestor: Susan Blow

Charges, Liens and Interests

Nature: RIGHT OF WAY
Registration Number: 52463E
Registration Date and Time: 1953-01-16 13:46
Registered Owner: TRANS MOUNTAIN OIL PIPE LINE COMPANY
Transfer Number: 52463E
Registered Owner:
Remarks: PART ON PLAN A1280 INTER ALIA

Nature: RIGHT OF WAY
Registration Number: 62714E
Registration Date and Time: 1955-11-08 14:55
Registered Owner: WESTCOAST TRANSMISSION COMPANY LIMITED
Transfer Number: 62714E
Registered Owner: CHANGE OF ADDRESS FILED, SEE FB507856
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: X260112
Registration Date and Time: 1988-05-24 14:54
Registered Owner: BRITISH COLUMBIA TELEPHONE COMPANY
INCORPORATION NO. 1801A
Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: KC43618
Registration Date and Time: 1989-06-09 09:32
Registered Owner: MONTREAL TRUST COMPANY, IN TRUST
Remarks: INTER ALIA OF X260112

Nature: COVENANT
Registration Number: KE22149
Registration Date and Time: 1991-04-12 10:15
Registered Owner: REGIONAL DISTRICT OF FRASER-CHEAM
Remarks: SECTION 215 LAND TITLE ACT

TITLE SEARCH PRINT

2021-08-25, 12:56:00
Requestor: Susan Blow

File Reference: 88818/58
Declared Value \$ 200000

Nature:	MORTGAGE
Registration Number:	KM8641
Registration Date and Time:	1998-01-28 09:32
Registered Owner:	CASA DEVELOPMENTS LTD. INCORPORATION NO. 106718
Transfer Number:	KM8641 TRANSFERRED TO KM48906
Registered Owner:	TRALEE INVESTMENTS LTD. INCORPORATION NO. 439483
Transfer Number:	KM48906
Remarks:	INTER ALIA
Cancelled By:	KT24995
Cancelled Date:	2002-03-07

Nature:	MORTGAGE
Registration Number:	KN15875
Registration Date and Time:	1999-02-24 10:41
Registered Owner:	NAFCO VENTURES LTD. INCORPORATION NO. 466464
Remarks:	INTER ALIA
Cancelled By:	KT24996
Cancelled Date:	2002-03-07

Nature:	MORTGAGE
Registration Number:	KR121552
Registration Date and Time:	2001-12-21 10:04
Registered Owner:	ENVISION CREDIT UNION

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	KT129789
Registration Date and Time:	2002-11-26 14:52
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	KT129790
Registration Date and Time:	2002-11-26 14:52
Registered Owner:	TELUS COMMUNICATIONS INC. INCORPORATION NO. A55547

Duplicate Infeasible Title NONE OUTSTANDING

Transfers

Registration Date:	2005-05-12
Description:	PART SUBD BY PLAN KAP77995 KX50847

TITLE SEARCH PRINT

File Reference: 88818/58

Declared Value \$ 200000

2021-08-25, 12:56:00

Requestor: Susan Blow

Registration Date: 2005-05-12
Description: PART SUBD BY PLAN KAP77995 KX50848

Registration Date: 2005-05-12
Description: REMAINDER TO KX58112

Corrections

FB507856 CHARGE OWNERSHIP REMARKS CORRECTED 62714E 2016-08-23 09:35:00

Certificate of Title Number KR58112

TITLE SEARCH PRINT

File Reference: 88818/58

2021-08-25, 12:58:51

Requestor: Susan Blow

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

Title Issued Under SECTION 189 LAND TITLE ACT

Land Title District KAMLOOPS
Land Title Office KAMLOOPS

Title Number KX58112
From Title Number KR121551

Application Received 2005-04-28

Application Entered 2005-05-12

Title Cancelled 2007-10-02

Registered Owner in Fee Simple

Registered Owner/Mailing Address: KENNETH PAUL DAY, MACHINE OPERATOR
LINDA JEAN MURPHY, HOUSE CLEANER
66719 STEPHENS ROAD
HOPE, BC
V0X 1L2
AS TO AN UNDIVIDED 1/2 INTEREST AS JOINT TENANTS

Registered Owner/Mailing Address: PAUL CHARLES DAY, CONSULTANT
EILEEN EDNA DAY, BUSINESSWOMAN
#158-16275-15TH AVENUE
SURREY, BC
V4A 1L4
AS TO AN UNDIVIDED 1/2 INTEREST AS JOINT TENANTS

Taxation Authority Hope, District of

Description of Land

Parcel Identifier: 004-550-692
Legal Description:
LEGAL SUBDIVISION 13 SECTION 12 TOWNSHIP 5 RANGE 26 WEST OF THE 6TH MERIDIAN
YALE DIVISION YALE DISTRICT EXCEPT PLANS KAP48960 AND KAP77995

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 29 OF THE
MUNICIPAL ACT SEE DF KE23863

TITLE SEARCH PRINT

File Reference: 88818/58

2021-08-25, 12:58:51
Requestor: Susan Blow

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE KW162965

Charges, Liens and Interests

Nature: RIGHT OF WAY
Registration Number: 62714E
Registration Date and Time: 1955-11-08 14:55
Registered Owner: WESTCOAST TRANSMISSION COMPANY LIMITED
Transfer Number: 62714E NAME CHANGED BY LA156356
Registered Owner: WESTCOAST ENERGY INC.
INCORPORATION NO. A57129
CHANGE OF ADDRESS FILED, SEE FB507856
Transfer Number: LA156356
Remarks: INTER ALIA

Nature: STATUTORY RIGHT OF WAY
Registration Number: X260112
Registration Date and Time: 1988-05-24 14:54
Registered Owner: BRITISH COLUMBIA TELEPHONE COMPANY
INCORPORATION NO. 1801A
Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: KC43618
Registration Date and Time: 1989-06-09 09:32
Registered Owner: MONTREAL TRUST COMPANY, IN TRUST
Remarks: INTER ALIA OF X260112

Nature: COVENANT
Registration Number: KE22149
Registration Date and Time: 1991-04-12 10:15
Registered Owner: REGIONAL DISTRICT OF FRASER-CHEAM
Remarks: INTER ALIA

Nature: MORTGAGE
Registration Number: KR121552
Registration Date and Time: 2001-12-21 10:04
Registered Owner: ENVISION CREDIT UNION
Remarks: INTER ALIA
EXTENDED BY KX50849

Nature: STATUTORY RIGHT OF WAY
Registration Number: KT129789
Registration Date and Time: 2002-11-26 14:52
Registered Owner: BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks: INTER ALIA

TITLE SEARCH PRINT

2021-08-25, 12:58:51
Requestor: Susan Blow

File Reference: 88818/58

Nature: STATUTORY RIGHT OF WAY
Registration Number: KT129790
Registration Date and Time: 2002-11-26 14:52
Registered Owner: TELUS COMMUNICATIONS INC.
INCORPORATION NO. A55547
Remarks: INTER ALIA

Duplicate Infeasible Title NONE OUTSTANDING

Transfers

Registration Date: 2007-10-02
Description: ALL LB116121

Corrections

KX76708 2005-06-15 12:24:00 TITLE OWNER ADDRESS CORRECTED

FB507856 CHARGE OWNERSHIP REMARKS CORRECTED 62714E 2016-08-23 09:35:00

Plan KAP77994

SUBDIVISION PLAN OF PART OF LEGAL SUBDIVISION 13 EXCEPT PLAN KAP48960 AND CLOSED ROAD (LOT 1 PLAN KAP77994) OF LEGAL SUBDIVISION 13 PLAN KAP48960 SECTION 12 TOWNSHIP 5 RANGE 26 WEST OF THE 6TH MERIDIAN YALE DIVISION YALE DISTRICT

TELLUS COMMUNICATIONS INC.
STATUTORY RIGHT OF WAY
OWNER OF CHARGE KT129790

Lori Rossi
AUTHORIZED SIGNATORY
LORI ROSSI

Maria Doucet
AUTHORIZED SIGNATORY
WITNESS AS TO BOTH SIGNATURES
MARIA DOUCET

NAME
15079 14 AVE, SURREY, BC V3S1X9
ADDRESS

ADMIN. ASST.
OCCUPATION

PLAN KAP 77995

DEPOSITED IN THE LAND TITLE OFFICE
AT KAMLOOPS, B.C. THIS 28 DAY
OF APRIL 2005

S. Huelbra
REGISTRAR
KX50847-5.6

B.C.G.S. 92H. 034
DISTRICT OF HOPE

SCALE 1:1250
0 10 20 30 40 50 metres

LEGEND
BEARINGS ARE ASTROMOMIC DERIVED FROM PLAN KAP_76732
⊙ DENOTES STANDARD CAPPED POST FOUND.
● DENOTES STANDARD IRON POST FOUND.
○ DENOTES STANDARD IRON POST PLACED.
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.
ha. DENOTES HECTARES

APPROVED UNDER THE LAND TITLE ACT
THIS 25 DAY OF April 2005

Graham Muehle
APPROVING OFFICER GRAHAM MUEHLE
DISTRICT OF HOPE

DISTRICT OF HOPE
OWNER OF CHARGE KE22149 SEE D.F. K65558

Gordon Poole
AUTHORIZED SIGNATORY GORDON POOLE

Leo Ludwig
AUTHORIZED SIGNATORY LEO LUDWIG

Tammy McLaren
WITNESS AS TO BOTH SIGNATURES
NAME

325 WALLACE STREET, HOPE BC
ADDRESS
DIRECTOR OF CORPORATE SERVICES
OCCUPATION

Approved as to dedication of Road
BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
STATUTORY RIGHT OF WAY
OWNER OF CHARGE KT129789
by its attorneys in fact. (D.F. NOBN37304)

Ari Sarka
AUTHORIZED SIGNATORY
ARI SARKA

Robert Anthony Tumber
AUTHORIZED SIGNATORY
ROBERT ANTHONY TUMBER

WITNESS AS TO BOTH SIGNATURES

Rosie Chang
NAME

9-333 DUNSMuir ST
ADDRESS VAN BC V6B 5R3

Admin.
OCCUPATION

REGISTERED OWNERS:

Paul Charles Day
PAUL CHARLES DAY

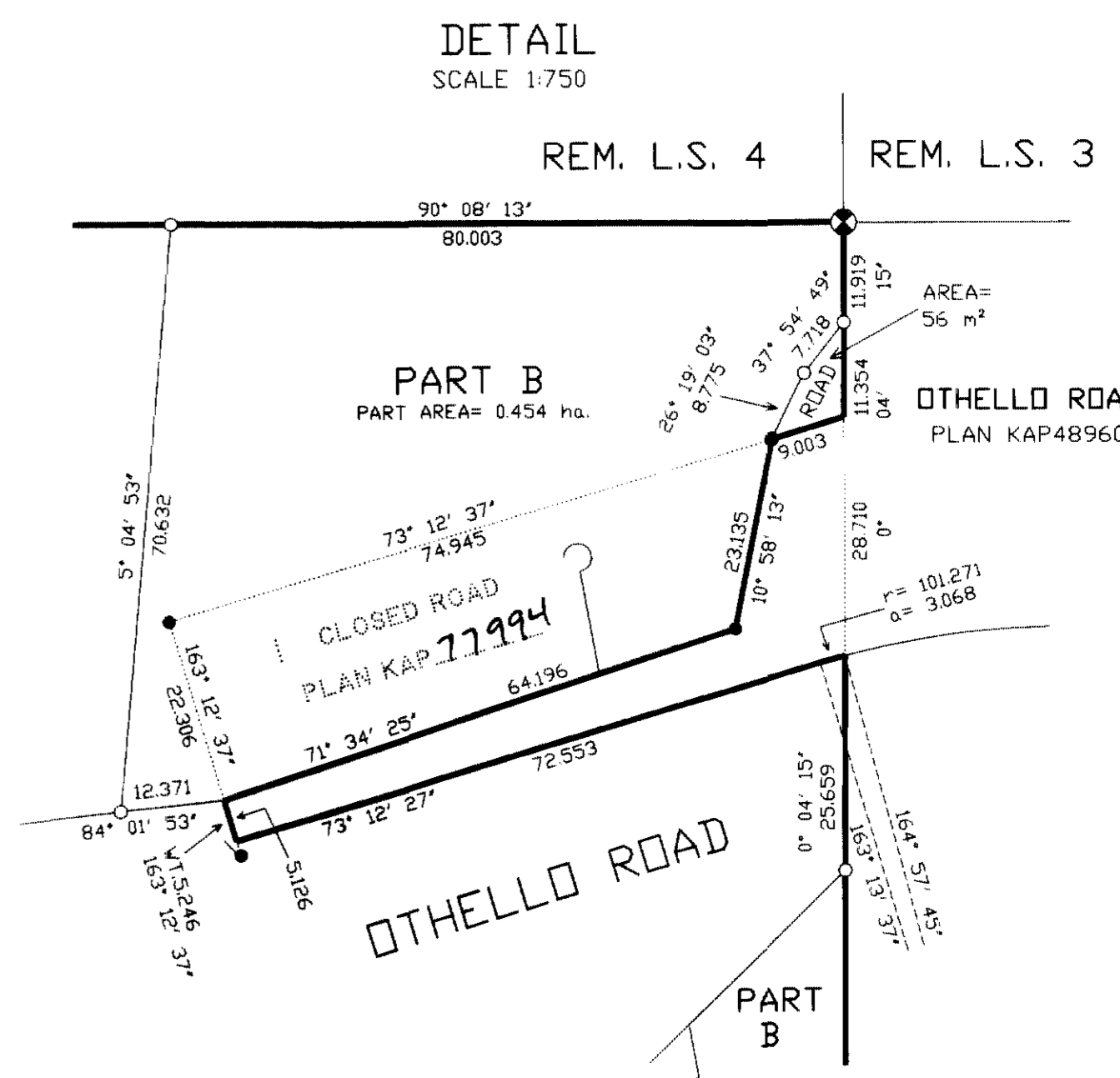
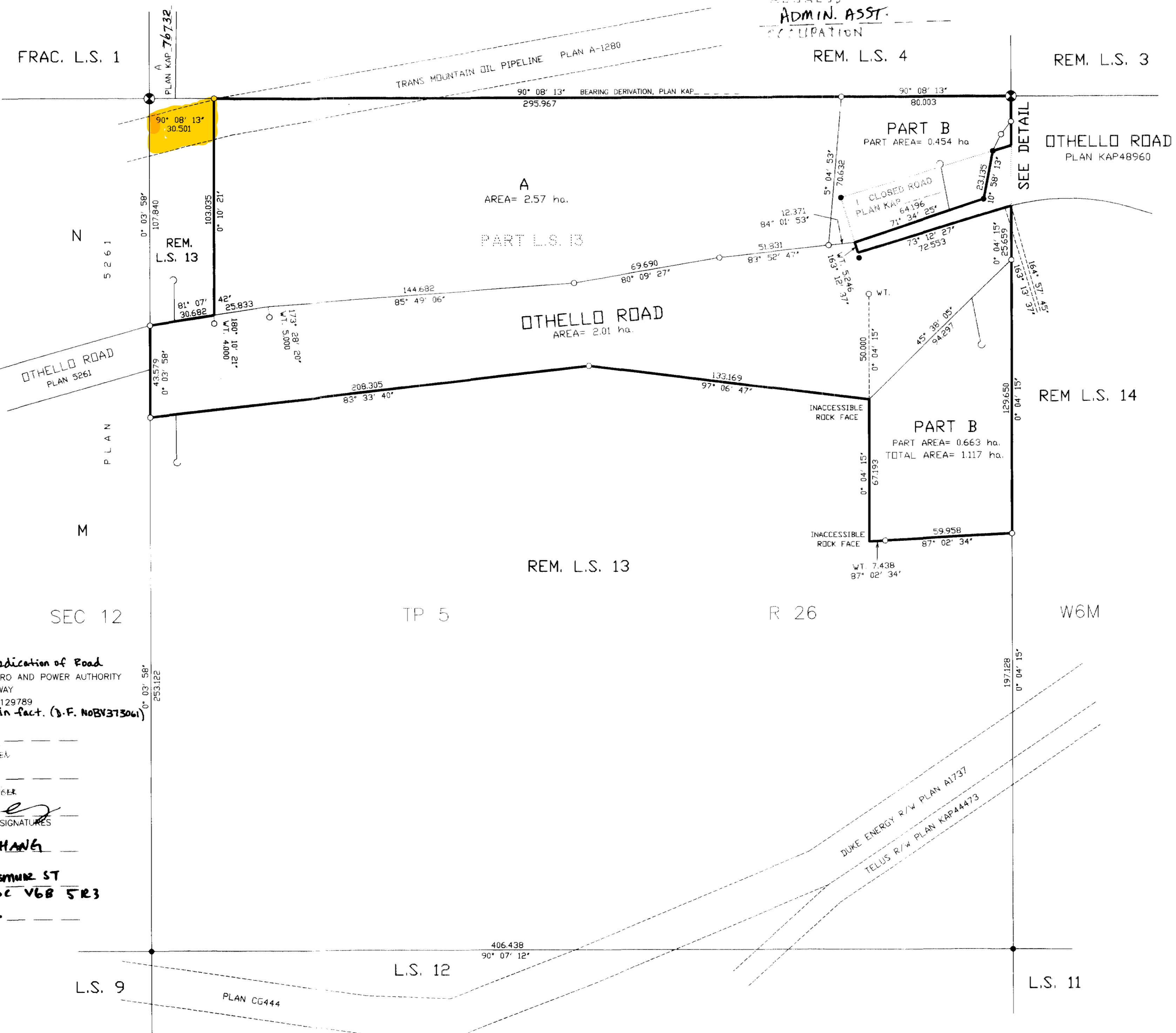
Eileen Edna Day
EILEEN EDNA DAY

WITNESS AS TO BOTH SIGNATURES

Janet Eagles
NAME

Box 1293, HOPE, BC, V0X1L0
ADDRESS

Secretary
OCCUPATION



REGISTERED OWNERS:

Kenneth Paul Day
KENNETH PAUL DAY

Linca Jean Murphy
LINCA JEAN MURPHY

WITNESS AS TO BOTH SIGNATURES

Janet Eagles
NAME

Box 1293 Hope BC
ADDRESS

Secretary
OCCUPATION

ENVISION CREDIT UNION,
OWNER OF CHARGE KR121552

Kael Baekowski
AUTHORIZED SIGNATORY
KAEL BAEKOWSKI

MANAGER - CONSUMER LENDING

AUTHORIZED SIGNATORY

WITNESS AS TO BOTH SIGNATURES

Hye-Krista Brooks
NAME

4410-2010 Street
ADDRESS Langley BC V2Y 2Y4

Commissioner for Taking Affidavits
for British Columbia
OCCUPATION

I, GEORGE W. BAERG, A BRITISH COLUMBIA LAND SURVEYOR,
OF THE CITY OF CHILLIWACK, IN BRITISH COLUMBIA,
CERTIFY THAT I WAS PRESENT AT AND PERSONALLY
SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN,
AND THAT THE SURVEY AND PLAN ARE CORRECT.
THE FIELD SURVEY WAS COMPLETED ON THE
27 DAY OF OCTOBER 2004. THE PLAN WAS COMPLETED AND
CHECKED, AND THE CHECKLIST FILED UNDER # ECP 23874,
ON THE 15 DAY OF NOVEMBER 2004.

George W. Baerg
SIGNATURE OF B.C.L.S.

BAERG LAND SURVEYING LTD.
BOX 2550 SARDIS STN MAIN
CHILLIWACK, B.C.
V2R 1A8
PHONE: 604-858-6349
EMAIL: gwbaerg@telus.net
FILE: 04090-2

ECP#23874

Exhibit "F"

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 "G"

SUMMARY OF THE LAND NEGOTIATION PROCESS

Registered Owner:	Rupinder Kaur Gill Sarbjit Kaur Chahal Bhupinder Singh Chahal (the "Registered Owner")
Interested Party:	Her Majesty the Queen in Right of Canada, c/o Attorney General of Canada, Department of Justice Annacis Waste Disposal Corporation Parmjit S. Virk Law Corporation (Registered Owner and Interested Party collectively referred to as "Owner")
Tract Number and Legal Description:	Tract: 1966, 004-550-692 (the "Lands")
Section 322 Notice:	<u>Registered Owner:</u> September 8, 2021 September 14, 2021 September 17, 2021 <u>Interested Party:</u> August 30, 2021 September 7, 2021 September 15, 2021
Section 34 Notice:	August 9, 2019 August 9, 2019 August 11, 2019
Subsection 324(2) Notice:	<u>Registered Owner:</u> September 8, 2021 September 14, 2021 September 17, 2021 <u>Interested Party:</u> August 30, 2021 September 7, 2021 September 15, 2021

Summary of Consultations

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

Beginning in October 2012, engagement with the Registered Owner included discussions regarding both the Project and the Existing Pipeline. In the table below, all references to the "Project" from October 22, 2012 to present should be interpreted as referring to the Existing Pipeline in addition to the Project.

Trans Mountain submits that, to date, it has been unable to come to mutually agreeable terms with the Registered Owner in relation to its acquisition of an interest in the Lands of the Owner for the purposes of the Project,

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

Date	Summary of Discussions
Oct 6/12	D. Wood, Land Agent, met with R. Gill, Registered Owner to discuss the Project. D. Wood called B. Chahal, Registered Owner, to arrange a meeting.
Oct 9/12	D. Wood called B. Chahal to arrange a meeting.
Oct 10/12	D. Wood met with B. Chahal to discuss the Project.
Oct 12/12	D. Wood called B. Chahal to discuss the Project.
Oct 16/12	D. Wood called B. Chahal; left message.
Oct 22/12	D. Wood met with B. Chahal to discuss the Project.
Feb 4/13	K. Nowak, Land Administrator, sent a letter regarding the Project to R. Gill, B. Chahal and S. Chahal, Registered Owner, via registered mail.
Aug 13/15	M. Harding, Land Administrator, sent a letter regarding the Project and a Section 87 Notice to B. Chahal, R. Gill and S. Chahal via registered mail.
Sept 22/15	A. Swenson, Land Agent, met with R. Gill to discuss the Project.
Sept 22/15	A. Swenson called B. Chahal to discuss the Project. A. Swenson attended the residence of S. Chahal; no one was available.
Sept 25/15	S. Chahal called A. Swenson to discuss the Project and arrange a meeting.
Sept 26/15	A. Swenson attended S. Chahal's residence; S. Chahal unavailable. A. Swenson called S. Chahal; left message.
Jan 17/16	A. Swenson attended S. Chahal's residence; S. Chahal unavailable.
Dec 9/16	M. Harding sent a Section 87 Notice to P. Virk, Interested Party representative, and Her Majesty the Queen in Right of British Columbia, Interested Party, via registered mail.
Dec 20/16	G. Carscadden, Senior Counsel for Her Majesty the Queen in Right of British Columbia, accepted service of the Section 87 Notice.
Jan 6/17	P. Virk accepted service of the Section 87 Notice.
Apr 26/17	A. Swenson called S. Chahal; no answer. A. Swenson attended S. Chahal's residence; no one was available.
Apr 26/17	A. Swenson met with R. Gill to discuss the Project, compensation and to serve a Section 34 Notice.
Apr 29/17	A. Swenson attended two properties to attempt to serve a Section 34 Notice on B. Chahal; no one was available.
May 2/17	A. Swenson attended two properties to attempt to serve a Section 34 Notice on B. Chahal and S. Chahal; no one was available.
May 5/17	A. Swenson attended two properties to attempt to serve a Section 34 Notice on B. Chahal and S. Chahal; no one was available.
July 19/17	M. Harding sent a letter regarding the Project, a Section 87 Notice and a Section 34 Notice to B. Chahal and S. Chahal via registered mail.
Apr 9/19	A. Swenson met with R. Gill to discuss the Project. A. Swenson attended a property to attempt to serve a Section 34 Notice on B. Chahal and S. Chahal; no one was available.
Aug 6/19	T. Lucas, Land Manager, sent S. Chahal, B. Chahal and R. Gill the Section 34 Notice via registered mail.
Aug 9/19	B. Chahal received the Section 34 Notice via registered mail.

Date	Summary of Discussions
Aug 9/19	A. Swenson met with R. Gill to serve the Section 34 Notice. A. Swenson attended S. Chahal's residence; no one was available. A. Swenson called S. Chahal; left message. A. Swenson emailed S. Chahal regarding the Project and arranging a meeting. S. Chahal called A. Swenson to arrange a meeting.
Aug 11/19	S. Chahal received the Section 34 Notice via registered mail.
Aug 12/19	A. Swenson met with S. Chahal to serve the Section 34 Notice and discuss the Project and compensation.
Aug 12/19	R. Gill received the Section 34 Notice via registered mail.
Dec 13/19	M. Harding sent a Section 322 Notice to B. Chahal via registered mail.
Dec 16/19	M. Harding sent a Section 322 Notice to Her Majesty the Queen in Right of Canada, P. Virk and Annacis Waste Disposal Corporation, Interested Party, via registered mail.
Dec 20/19	Her Majesty the Queen in Right of Canada received the Section 322 Notice via registered mail.
Dec 23/19	B. Chahal received the Section 322 Notice via registered mail.
Dec 30/19	Received returned Section 322 Notice for P. Virk; marked 'unknown'.
Jan 7/20	Received returned Section 322 Notice for Annacis Waste Disposal Corporation; marked 'incomplete address'.
Jan 18/20	M. Harding sent a Section 322 Notice to R. Gill and S. Chahal via registered mail.
Jan 22/20	R. Gill received the Section 322 Notice via registered mail.
Jan 29/20	S. Chahal received the Section 322 Notice via registered mail.
July 6/20	M. Harding sent a Section 322 Notice to P. Virk and Annacis Waste Disposal Corporation via registered mail.
July 13/20	P. Virk and Annacis Waste Disposal Corporation received the Section 322 Notice via registered mail.
July 13/20	K. Nowak emailed S. Chahal regarding the Project.
Aug 17/20	A. Swenson called S. Chahal to discuss the Project. A. Swenson called B. Chahal to discuss the Project. A. Swenson call R. Gill; left message.
Aug 19/20	A. Swenson called S. Chahal to discuss the Project. A. Swenson called B. Chahal to discuss the Project. A. Swenson emailed B. Chahal regarding the Project. A. Swenson called B. Chahal to discuss the Project.
Aug 27/20	A. Swenson called B. Chahal to discuss the Project.
Sept 9/20	A. Swenson attended S. Chahal's residence; no answer. A. Swenson called S. Chahal to arrange a meeting. A. Swenson met with B. Chahal to discuss the Project and compensation. B. Chahal called R. Gill to discuss the Project and arrange a meeting.
Sept 10/20	A. Swenson called B. Chahal to discuss the Project and arrange a meeting. A. Swenson met with S. Chahal to discuss the Project and compensation. A. Swenson emailed J. Malik and R. Diocee, legal counsel for Registered Owner, regarding the Project and compensation.
Sept 18/20	A. Swenson emailed J. Malik and R. Diocee regarding the Project and compensation. R. Diocee and A. Swenson exchanged emails regarding the Project and compensation.
Oct 9/20	A. Swenson emailed R. Diocee regarding the Project and compensation.
Oct 19/20	A. Swenson called B. Chahal to discuss the Project. A. Swenson, J. Malik, R. Diocee and B. Chahal exchanged emails regarding the Project and compensation.
Nov 6/20	A. Swenson emailed R. Diocee and J. Malik regarding the Project. A. Swenson emailed B. Chahal regarding the Project.
Nov 9/20	J. Malik and A. Swenson exchanged emails regarding the Project.
Nov 15/20	B. Chahal emailed J. Malik and A. Swenson regarding the Project.

Date	Summary of Discussions
Nov 20/20	T. Lucas emailed B. Chahal and J. Malik regarding the Project.
Dec 3/20	T. Lucas emailed B. Chahal and J. Malik, regarding the Project.
Dec 7/20	T. Lucas emailed B. Chahal and J. Malik regarding the Project. J. Malik emailed T. Lucas regarding the Project and compensation.
Dec 11/20	J. Andries, Land Manager, emailed J. Malik regarding the Project and compensation.
Jan 27/21	J. Andries emailed J. Malik regarding the Project and compensation.
Jan 28/21	B. Chahal emailed J. Andries regarding the Project and compensation.
Feb 10/21	J. Andries emailed B. Chahal regarding arranging a meeting.
Feb 12/21	B. Chahal emailed J. Andries regarding arranging a meeting.
Feb 18/21	J. Andries emailed B. Chahal regarding arranging a meeting.
Feb 19/21	J. Andries called B. Chahal; left message.
Mar 9/21	J. Andries called B. Chahal to arrange a meeting.
Mar 10/21	J. Andries called B. Chahal; left message. J. Andries and B. Chahal exchanged text messages to arrange a meeting.
Mar 11/21	J. Andries emailed B. Chahal regarding the Project and compensation.
June 17/21	J. Andries emailed B. Chahal, S. Chahal, and R. Gill regarding the Project and compensation.
Aug 18/21	K. Nowak sent the Section 322 Notice to Parmjit S. Virk Law Corporation via Registered mail.
Aug 19/21	P. McLeod, Land Agent, called J. Malik, left message.
Aug 30/21	M. Walsh, Land Agent, met with A. Glen, Legal Counsel for Her Majesty the Queen in Right of Canada, to serve the Section 322 Notice and the Section 324 Notice.
Aug 31/21	Parmjit S. Virk Law Corporation received the Section 322 Notice via Registered mail.
Sept 6/21	P. McLeod attended the residence of R. Gill and met with S. Gill, adult at the residence. P. McLeod left a copy of the Section 322 Notice and the Section 324 Notice with S. Gill. P. McLeod attended the residence of P. Antoniou, Annacis Waste Disposal Corporation representative; no one was available. P. McLeod attended the office of Parmjit S. Virk Law Corporation; no one was available
Sept 7/21	P. McLeod attended the office of Parmjit S. Virk Law Corporation and met with P. Virk to serve the Section 322 Notice and the Section 324 Notice. K. Nowak sent the Section 322 Notice and the Section 324 Notice to R. Gill via regular mail. P. McLeod attended the residence of P. Antoniou twice; no one was available.
Sept 8/21	P. McLeod attended the residence of P. Antoniou to attempt to serve the Section 322 Notice and the Section 324 Notice. P. McLeod attended the residence of S. Chahal to serve the Section 322 Notice and the Section 324 Notice and discuss the Project. P. McLeod attended the residence of B. Chahal; no one was available. P. McLeod called B. Chahal discuss the Project and arrange a meeting.
Sept 9/21	P. McLeod emailed B. Chahal regarding the Project. P. McLeod attended the residence of P. Antoniou to serve the Section 322 Notice and the Section 324 Notice.
Sept 10/21	P. McLeod attended the workplace of B. Chahal twice; B. Chahal unavailable. B. Chahal called P. McLeod to discuss the Project. P. McLeod called R. Gill; no answer. K. Nowak sent the Section 322 Notice and Section 324 Notice to Annacis Waste Disposal Corporation, Attention: Paul Jeffrey Antoniou, via regular mail.
Sept 14/21	P. McLeod met with B. Chahal to serve the Section 322 Notice and the Section 324 Notice.
Sept 15/21	P. McLeod met with P. Antoniou to serve the Section 322 Notice and the Section 324 Notice.
Sept 17/21	Service of the Section 322 Notice and the Section 324 Notice were deemed effected on R. Gill.

Date	Summary of Discussions
Sept 27/21	P. McLeod called S. Chahal to discuss the Project. P. McLeod called R. Gill; no answer.

Exhibit "H"

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 "I"

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): Rupinder Kaur Gill, Sarbjit Kaur Chahal and Bhupinder Singh Chahal	Various
b. Land Description (short form): 004-550-692	Various
c. Description (including area) of permanent and temporary workspace as applicable: New Right of Way: 0.061 Ha / 0.15 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)	9-26	
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	28-34	
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>	28-34	
	<ul style="list-style-type: none"> • Provide REGDOC link to Substituted Service Order • Provide date substituted service was effected 		
	<ul style="list-style-type: none"> • 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	36-42	
The Rules 55(3)(c)(ii)	b) Rights, titles or interests applied for in respect of the lands	36-42	
The Rules 55(3)(c)(iii)	c) Any rights, obligations, restrictions or terms and conditions that are proposed to attach to:	36-42	
The Rules 55(3)(c)(iii)(A)	<ul style="list-style-type: none"> • Rights, titles, or interests applied for in respect of the lands 		
The Rules 55(3)(c)(iii)(B)	<ul style="list-style-type: none"> • Any remaining interest(s) 		

Legislation	Filing Requirement		
The Rules 55(3)(c)(iii)(C)	<ul style="list-style-type: none"> Any adjacent lands of the landowner 		
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	44-48	
The Rules 55(3)(e)	v) Copy of section 56 of the <i>NEB Rules of Practice and Procedure</i>	68	
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):	<u>Registered Owner:</u> September 8, 2021 September 14, 2021 September 17, 2021 <u>Interested Party:</u> August 30, 2021 September 7, 2021 September 15, 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	18
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	18
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	18
CER Act s.324(2)(d)	iv) Address of the CER for any objection	Yes	19

Legislation	Filing Requirement		
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	19

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):	<u>Registered Owner:</u> September 8, 2021 September 14, 2021 September 17, 2021 <u>Interested Party:</u> August 30, 2021 September 7, 2021 September 15, 2021
	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	Yes.

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-PM03011-078
	b. PPBoR REGDOC Link:	C00798-11
CER Filing Manual Guide V	c. Date(s) of service of s.201 Notice on landowner(s)	August 9, 2019 August 9, 2019 August 11, 2019
	d. Confirm whether a written statement of opposition was filed. If yes, enter REGDOCS Link and filing date	No

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	69-73
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	69-70