

January 14, 2022

VIA ELECTRONIC FILING
ORIGINAL BY COURIER

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

Attention: Ms. Ramona Sladic, Secretary of the Commission

Dear Ms. Sladic:

**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
City of Abbotsford (“Owner”)
Short Legal: PARK 6 / Tract: ADJ35.28 (“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 continued operation of the Existing Pipeline.

Right of Entry required for the Project and the Existing Pipeline

Land rights for the Existing Pipeline were acquired by easement agreement dated September 15, 1952 (“**Easement Agreement**”). Those land rights included the rights to construct, operate and maintain not just the Existing Pipeline, but future pipelines, as well.

The Easement Agreement was registered on title to the Lands of the Owner until such lands were subdivided and dedicated as park land in 2007. Pursuant to section 107 of the *Land Title Act*, RSBC 1996, c 250 (“**LTA**”), deposit of the subdivision plan which dedicated the Lands of the Owner as park land resulted in the cancellation of title to such lands and, with it, the registration of the Easement Agreement, without Trans Mountain’s consent.

The Existing Pipeline has, of course, remained in place and the Project is, in the context of the Lands of the Owner, to be installed within the same right-of-way that had been previously acquired for the Existing Pipeline as approved by the Commission of the Canada Energy Regulator (“**Commission**”) in Order OPL-001-2021.¹

¹ The Commission has, by Order OPL-001-2021 ([C11397-1](#)), approved the Plan, Profile and Book of Reference relevant to the Lands (Segment 6.7, Drawing Number M002-PM03020-003 R1, [C00974-8](#), PDF pages 12-13).

The portion of the Lands of the Owner that is now required to construct, operate and maintain the Project is contained entirely within the area over which Trans Mountain had previously acquired rights for the Existing Pipeline and future pipelines. While Trans Mountain has been in discussions with the Owner and the Land Titles Office regarding the need to restore the Easement Rights and issue a new certificate of title for the Lands of the Owner, these matters remain outstanding and will not be resolved prior to the date Trans Mountain requires access to the Lands of the Owner. Therefore, Trans Mountain is requesting an order for Right of Entry to the Lands of the Owner that effectively restores the rights that it previously held, but were extinguished through no fault of its own, for the Existing Pipeline and the Project.

Untitled Park Lands

The Lands of the Owner are currently untitled park lands. In accordance with section 4 of the *National Energy Board Rules of Practice and Procedure, 1995, SOR/95-208* ("**Rules**"), Trans Mountain hereby requests that the Commission dispense with the section 55(3)(d) requirement of the Rules to include as part of the Application a "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" and instead accept a copy of the registered subdivision plan designating the Lands of the Owner as a park. By operation of section 107 of the LTA and subsection 510(13) of the *Local Government Act, RSBC 2015, c 1*, deposit of the subdivision plan vested title to the Lands of the Owner in the Owner. Accordingly, Trans Mountain revised the definition of "Owner" in the schedule attached as Exhibit "C" to the Application from "registered owner" to:

"the owner of the vested title to the Lands of the Owner pursuant to section 107 of the *Land Title Act, RSBC 1996, c 250* and subsection 510(13) of the *Local Government Act, RSBC 2015, c 1*."

Trans Mountain will continue to work with the Land Titles Office regarding the issuance of a new certificate of title for the Lands of the Owner and expects that this will be achieved within a few months of the Right of Entry order being issued. Trans Mountain therefore respectfully requests that the Commission, in accordance with its authority under section 32(1)(c) of the Act, suspend the requirement to register or deposit a Right of Entry order with the appropriate land registrar pursuant to subsection 326(2) of the Act until a new certificate of title is issued. Following the issuance of a new certificate of title for the Lands of the Owner, Trans Mountain will register or deposit the Right of Entry order with the appropriate land registrar within 30 business days.

In addition, subsection 55(2) of the Rules requires that the Application be served on 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.

Trans Mountain notes that the foregoing exemption requests are the same as, or substantially similar to, those which were recently approved by the Commission in relation to untitled park land identified as Tract-PC8101.03. Trans Mountain respectfully submits that the foregoing exemption requests

should similarly be granted for the purposes of this Application.²

Please direct all communications related to this Application to:

Alain Parisé
Director, Land
Trans Mountain Canada Inc.
Suite 2700, 300 – 5th Avenue S.W.
Calgary, AB T2P 5J2
Tel: 403-514-6700
Email: TMEP_Land@transmountain.com

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

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

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

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

Regards,



Alain Parisé, Director, Land

Encl.

cc. Owner

² CER Letter and Order RE-041-2021 ([C16504-1](#)) to Trans Mountain regarding City of Burnaby (Landowner) PARK 9 / Tract PC 8101.03 dated December 7, 2021 at PDF 3.

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 of Public Convenience and Necessity 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

January 14, 2022

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

And to: City of Abbotsford
32315 South Fraser Way
Abbotsford, British Columbia, Canada V2T 1W7

Attention: Sean Visser, Corporate Services Department

(the "**Owner**")

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

1. Trans Mountain hereby applies to the Canada Energy Regulator ("**Regulator**" or "**CER**") pursuant to subsection 324(1) of the Act and section 55 of the Rules for an order ("**Right of Entry Order**") granting Trans Mountain an immediate right to enter those portions of Park 6 (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 19, 1960, the National Energy Board ("**NEB**") issued Certificate of Public Convenience and Necessity OC-2, as amended, authorizing Trans Mountain to construct and operate the Existing Pipeline.
3. On June 21, 2019, the NEB issued Certificate of Public Convenience and Necessity OC-065 authorizing Trans Mountain to construct and operate the Project.
4. As shown in Exhibit "E", an easement agreement dated September 15, 1952 ("**Easement Agreement**") was previously granted by the Owner in favour of Trans Mountain relative to the Existing Pipeline and future pipelines on the Lands of the Owner. The Easement Agreement was registered on title to the Lands of the Owner as Statutory Right of Way Plan 13033 until such lands were subdivided and dedicated as park land in 2007. The dedication of the Lands of the Owner as park land resulted in the cancellation of title to such lands and, with it, the registration of the Easement Agreement, without Trans Mountain's consent. The portion of the Lands of the Owner that is now required to construct, operate and maintain the Project is contained entirely within the area over which Trans Mountain had acquired rights in relation to the Existing Pipeline and future pipelines under the Easement Agreement. Trans Mountain is now requesting an order for Right of Entry to the Lands of the Owner that effectively restores the rights that it previously held, but were extinguished through no fault of its own, for the Existing Pipeline and the Project.
5. On August 13, 2019, Trans Mountain filed the Plan, Profile, and Book of Reference ("**PPBoR**") for Segments 6.1 to 6.8 of the Project ([C00974](#)) with the Commission of the Regulator ("**Commission**"). The PPBoR relevant to the Lands of the Owner is Segment 6.7, Drawing Number M002-PM03020-003 R1 ([C00974-8](#)), showing the portion of the detailed route of the Project passing through the Lands of the Owner and Statutory Right of Way Plan 13033.
6. On August 14, 2019, the PPBoR relevant to the Lands of the Owner was published in the Abbotsford News, being a publication in general circulation within the area in which the Lands of the Owner are situated ([C01676-5](#)). The Owner did not file statements of opposition to the detailed route of the Project.
7. On February 2, 2021, the Commission issued Order OPL-001-2021 approving the PPBoR relevant to the Lands of the Owner.
8. On November 19, 2021, Trans Mountain served notice on the Owner pursuant to:
 - a. subsection 322(1) of the Act in relation to the lands required for the Existing Pipeline and the Project; and
 - b. subsection 324(2) of the Act ("**Notice**") in relation to right of entry.

9. Trans Mountain requires the rights, titles and interests in the Lands of the Owner for the purposes and pursuant to the rights, obligations, restrictions and terms and conditions described in the Schedule attached as Exhibit "C" to this Application. The form of Exhibit "C" is proposed to be made a part of the Right of Entry Order sought by this Application.
10. As the Lands of the Owner are not titled lands, enclosed as Exhibit "D" is a copy of subdivision plan BCP32472 which shows that the Lands of the Owner have been dedicated as park land. Title to such lands is vested in the Owner by operation of subsection 107(1) of the *Land Title Act*, RSBC 1996 ("LTA") and subsection 510(13) of the *Local Government Act*, RSBC 2015, c 1 ("LGA").
11. Pursuant to subsection 107(1) of the LTA, the deposit of a subdivision plan showing a portion of land as park not designated on the plan to be of a private nature operates as an immediate and conclusive dedication of that land as park land and vests title to such land in the provincial or municipal government, as determined by applicable legislation. Subsection 510(13) of the LGA confirms that title to park land within a municipality vests in the municipality. These statutory provisions have been incorporated into the definition of "Owner" set out in the Schedule attached as Exhibit "C" to this Application.
12. Subsection 107(3) of the LTA prohibits an indefeasible title for park land dedicated and vested in accordance with subsection 107(1) from being registered. Trans Mountain, therefore, submits the information provided in Exhibit "D" as proof of ownership of the Lands of the Owner.
13. As summarized in Exhibit "G" to this Application, Trans Mountain has attempted in good faith to negotiate an agreement with the Owner to restore the Easement Agreement rights (which allowed for the Existing Pipeline as well as future pipelines, including the Project) that were erroneously expunged from the certificate of title for the Lands of the Owner, but has been unsuccessful to date. Discussions regarding the need to restore the Easement Agreement rights have been ongoing since November 2017. 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".
14. 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. Timely commencement of construction is necessary to ensure that Trans Mountain meets its customer commitments.
15. In support of this Application, and in accordance with the requirements of the Act and the Rules, the following Exhibits are attached to and form part of this Application:

Exhibit "A" Copy of the 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"** Proof of Ownership for the Lands of the Owner described in Exhibit "C";
- Exhibit "E"** Copy of the Easement Agreement;
- 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;
 - b. confirm, in accordance with its authority under section 32(1)(c) of the Act, that the requirement established by subsection 326(2) of the Act to register or deposit an order for immediate right of entry with the appropriate land registrar is suspended pending the issuance of a new certificate of title for the Lands of the Owner; and
 - c. grant such further and other relief as Trans Mountain may request and the Commission may consider appropriate.

Dated at Calgary, Alberta, this 14th day of January, 2022.

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

November 9, 2021

City of Abbotsford
Attention: Sean Visser, Corporate Services Department
32315 South Fraser Way
Abbotsford, British Columbia, Canada V2T 1W7

To: City of Abbotsford

**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: PARK 6 / ADJ35.28 (Lands)**

As you know, Trans Mountain has been in consultation with you with respect to the portion of the Project route that will cross the Lands. Trans Mountain has also conferred with you in relation to the Existing Pipeline that is located on the Lands and the error resulting in the removal of registration for the Existing Easement described below.

The land rights required for the Existing Pipeline and Project, including the rights to construct, operate and maintain the Existing Pipeline and future pipelines, were acquired by an easement agreement dated September 15, 1952 (**Easement Agreement**). The Easement Agreement was registered on title to the Lands until the Lands were subdivided and dedicated as park land in 2007.

Pursuant to section 107 of the *Land Title Act* (British Columbia), deposit of the subdivision plan which dedicated the Lands as park land resulted in the cancellation of title to the Lands and, with it, the registration of the Easement Agreement without Trans Mountain's consent. The Existing Pipeline has, of course, remained in place and the Project is, in the context of the Lands, to be collocated with the Existing Pipeline as approved by the Commission of the Canada Energy Regulator (**Commission**) in Order OPL-001-2021.¹

Trans Mountain notes that the portion of the Lands that is now required to construct, operate and maintain the Project entirely overlaps the area over which Trans Mountain acquired rights in relation to the Existing Pipeline and future pipelines under the Easement Agreement. Trans Mountain has been in discussions with the City of Abbotsford regarding how best to rectify the error that resulted in the removal of Easement Agreement registration in 2007. Trans Mountain has proposed to re-acquire the right-of-way granted by the Easement Agreement and reinstate the registration of the Easement Agreement.

Accordingly, Trans Mountain has:

- provided you with an offer to re-acquire the rights to the Land previously granted by the Easement Agreement that was removed from title without Trans Mountain's consent; and

¹ The Commission has, by Order OPL-001-2021 ([C11397-1](#)), approved the Plan and Profile relevant to the Lands (Segment 6.7, Drawing Number M002-PM03020-003 R1, [C00974-8](#), PDF pages 12-13).

- served you, concurrently with this letter, a notice in relation to the Lands and the rights proposed to be re-acquired for the Existing Pipeline and the Project pursuant to subsection 322(1) of the *Canadian Energy Regulator Act* ("**CER Act**").

It is Trans Mountain's preference to complete a negotiated agreement to re-establish the land rights necessary for the Existing Pipeline and the Project. However, Trans Mountain and the City of Abbotsford have been unable to conclude an agreement in relation to its re-acquisition of an interest in the Lands.

To ensure that Trans Mountain has access to land for construction and meets its customer commitments, it is necessary for Trans Mountain to initiate the right of entry process by serving you with a Notice of Application for immediate right of entry (**Notice**) pursuant to subsection 324(2) of the CER Act. Please find the Notice attached to this letter as Attachment B. 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
Maria Frankova, Trans Mountain Pipeline ULC

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.

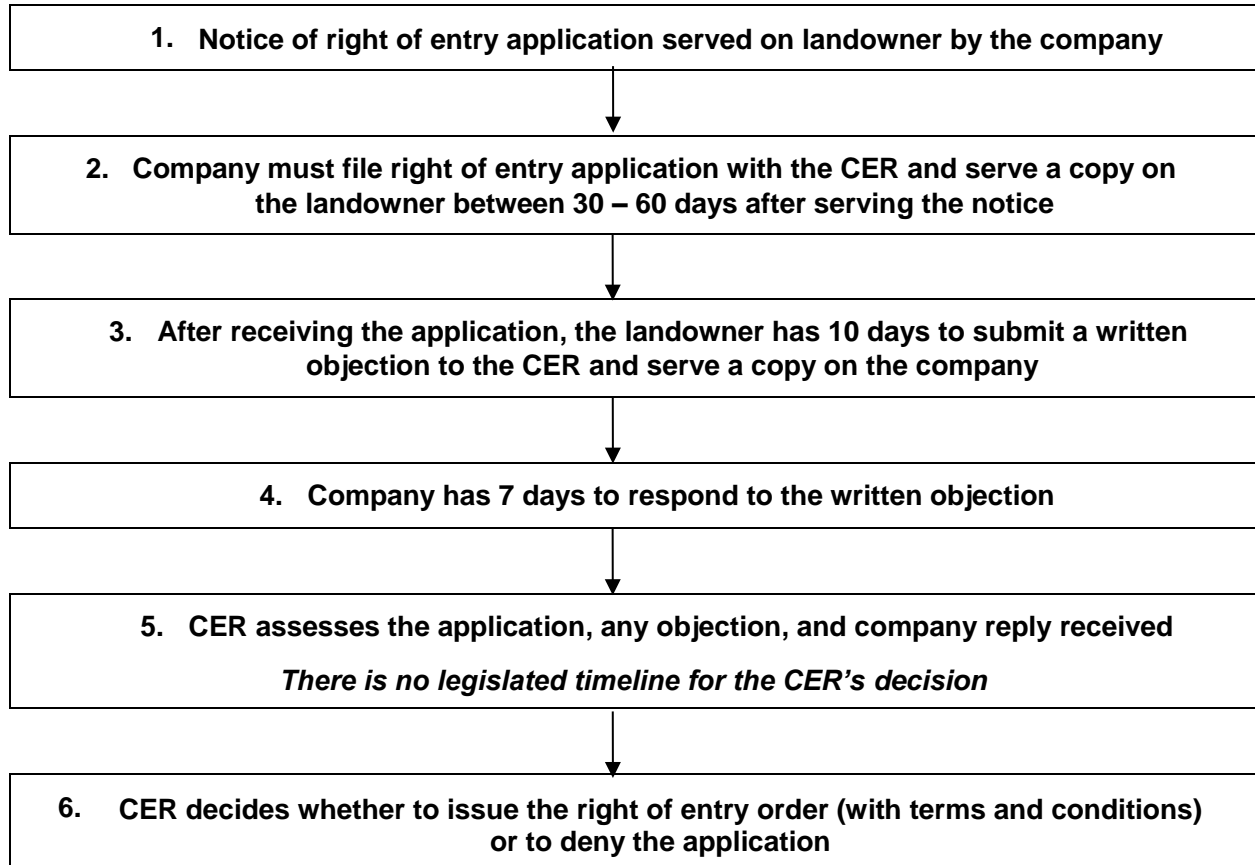
(3) A company that receives an objection under subsection (2) shall file with the Board a reply to the objection, or a statement that it does not wish to respond to the objection, within seven days after the date that the objection is served on the company by the owner of the lands.

(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**") and as owner and operator of the existing Trans Mountain Pipeline ("**TMPL**"), having its registered office at the City of Calgary, in the Province of Alberta,

HEREBY GIVES NOTICE:

TO: City of Abbotsford

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

1. Take notice that the Applicant intends to make an application to the Canada Energy Regulator (the "**Regulator**") on December 9, 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 and the TMPL.
2. Pending approval of the Right of Entry Order application by the Commission, the Applicant intends to enter the Lands of the Owner on January 15, 2022, or as soon thereafter as the Commission may allow and the Act will permit, and intends to access the Lands of the Owner intermittently thereafter for the construction of a section or part of the Project over a period of approximately three (3) years.
3. Any objection that the Owner might wish to make concerning the issuance of the Right of Entry Order must, in accordance with Section 56 of the *National Energy Board Rules of Practice and Procedure, 1995*, SOR/95-208 (the "**Rules**") and, subject to any other regulations made by the Regulator in accordance with the Act, be in writing and filed with the Regulator and concurrently served on the Applicant no later than ten (10) days after the date the application for the Right of Entry Order is served on the Owner. In accordance with Sections 8 and 9 of the Rules, any objection in writing may be filed with the Regulator and served on the Applicant by hand delivery, mail, courier, telex, facsimile or other means of written or electronic communication, if the Regulator or the Applicant has the facilities for receiving a document in such a manner.

Tract: ADJ35.28
PID: N/A
City of Abbotsford

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

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

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

and:

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

4. If the Commission grants to the Applicant an immediate right to enter the Lands of the Owner under Subsection 324(1) of the Act, the Owner will be entitled to receive from the Applicant pursuant to Section 325 of the Act an amount as an advance of the compensation to be determined by the Commission pursuant to Subsection 327(1) of the Act. The Applicant is prepared to advance the Owner the sum of \$47,520.00 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 9th day of November, 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

PARK 6

AS SHOWN IN SUBDIVISION PLAN BCP32472

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

That portion of the Lands of the Owner containing 0.267 Ha / 0.66 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, including but not limited to the installation of markers and test caps;

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

for so long as required to complete the Pipeline Construction and the related Pipeline ROW Area Restoration;

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.

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

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 in 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:

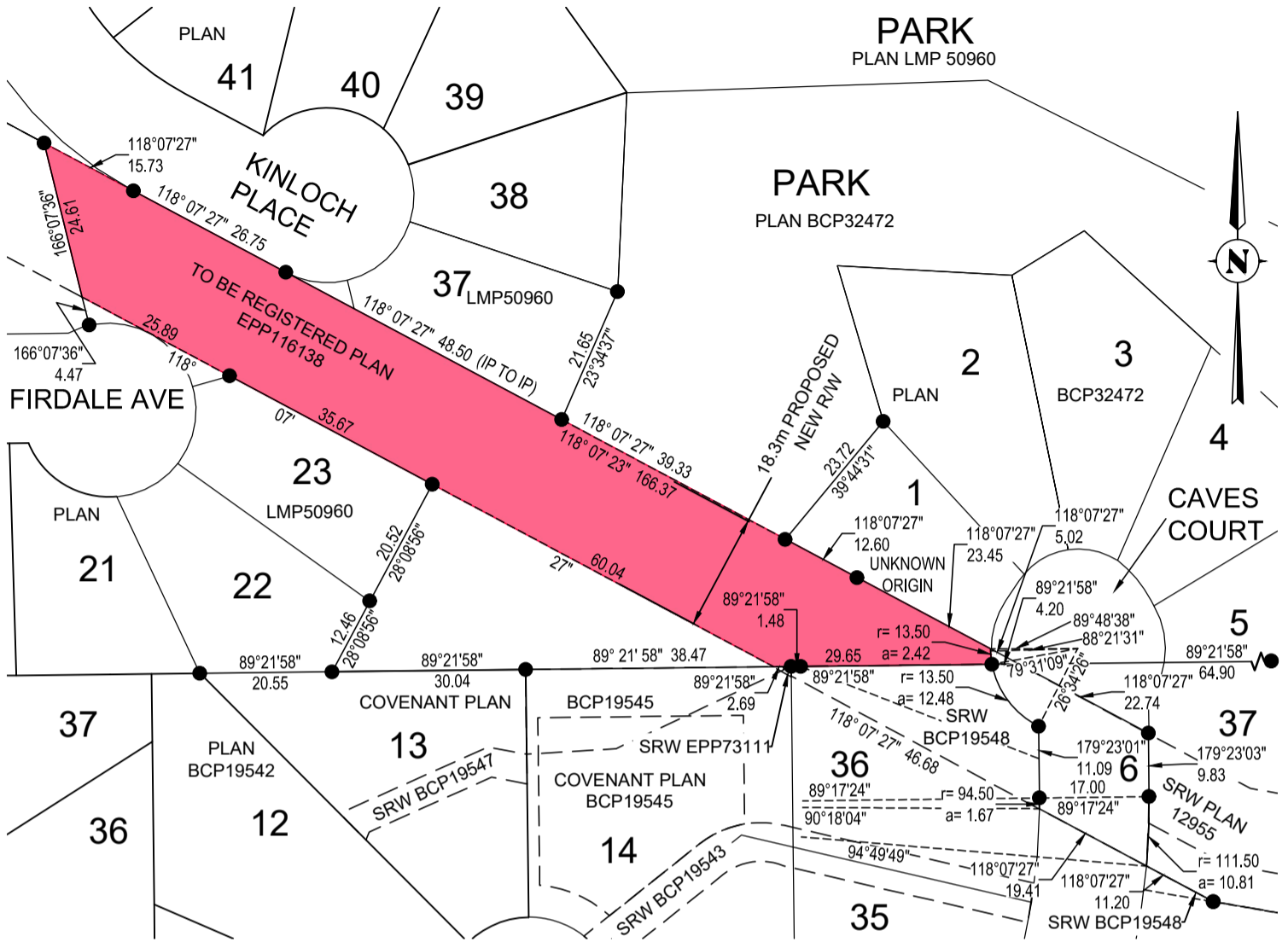
City of Abbotsford
32315 South Fraser Way
Abbotsford, British Columbia
V2T 1W7
Attention: Corporate Services Department

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.: N/A
 OWNER(S): CITY OF ABBOTSFORD

STANDARD IRON POST FOUND SHOWN ●

AREA REQUIRED FOR NEW R/W: 0.267 ha (0.66 Ac.) NEW R/W IS OUTLINED THUS:

THIS PLAN CERTIFIED CORRECT THIS 4TH DAY OF NOVEMBER, 2021.

Jason A Walker
 JASON WALKER, BCLS

PID: N/A
 TRACT NUMBER: ADJ35.28

ALL DIMENSIONS ARE IN METRES

TRANS MOUNTAIN PIPELINE ULC

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

WITHIN

STRAITON PARK PLAN BCP32472

NEW WESTMINSTER DISTRICT – BRITISH COLUMBIA



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

TMC No.: 01-13283-M002-PP10716
 DWG: 19731-505-GNW-10716
 FILE No.: 02637-05-ADJ35.28-IOP

SCALE: 1:1000
 DATE: NOV 02, 2021

REVISION: 1
PGE: 1 OF 1
DWG BY: CW
CKD BY: JW

APPENDIX B

DEFINED TERMS

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

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

"including" means including without limitation.

"Incompatible Use" means 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.

"CER Act" means the *Canadian Energy Regulator Act* (Canada), and regulations thereunder, all as amended or replaced from time to time.

"Owner" means the owner of the vested title to the Lands of the Owner pursuant to section 107 of the *Land Title Act*, RSBC 1996, c 250 and subsection 510(13) of the *Local Government Act*, RSBC 2015, c 1.

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

"Pipeline" means a pipeline for the Trans Mountain Expansion Project, approved by Certificate of Public Convenience and Necessity OC-065 issued by the National Energy Board on 21 June 2019, and a pipeline referred to as the Trans Mountain Pipeline, approved by Certificate of Public Convenience and Necessity OC-2 (as amended) issued by the National Energy Board and which came into force on 19 August 1960, 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.

"**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"

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 BC, MAKE OATH AND SAY:

THAT I did on the 19 day of NOV, 2021, serve CITY OF ABBOTS FORD 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 SEAN VISSER, 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 [Handwritten Signature]

Sworn before me at the CITY of COQUITLAM in the Province of BC this 19 day of NOVEMBER 2021

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

PARK 6

AS SHOWN IN SUBDIVISION PLAN BCP32472

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

That portion of the Lands of the Owner containing 0.267 Ha / 0.66 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, including but not limited to the installation of markers and test caps;

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

for so long as required to complete the Pipeline Construction and the related Pipeline ROW Area Restoration;

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.

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

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 in 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:

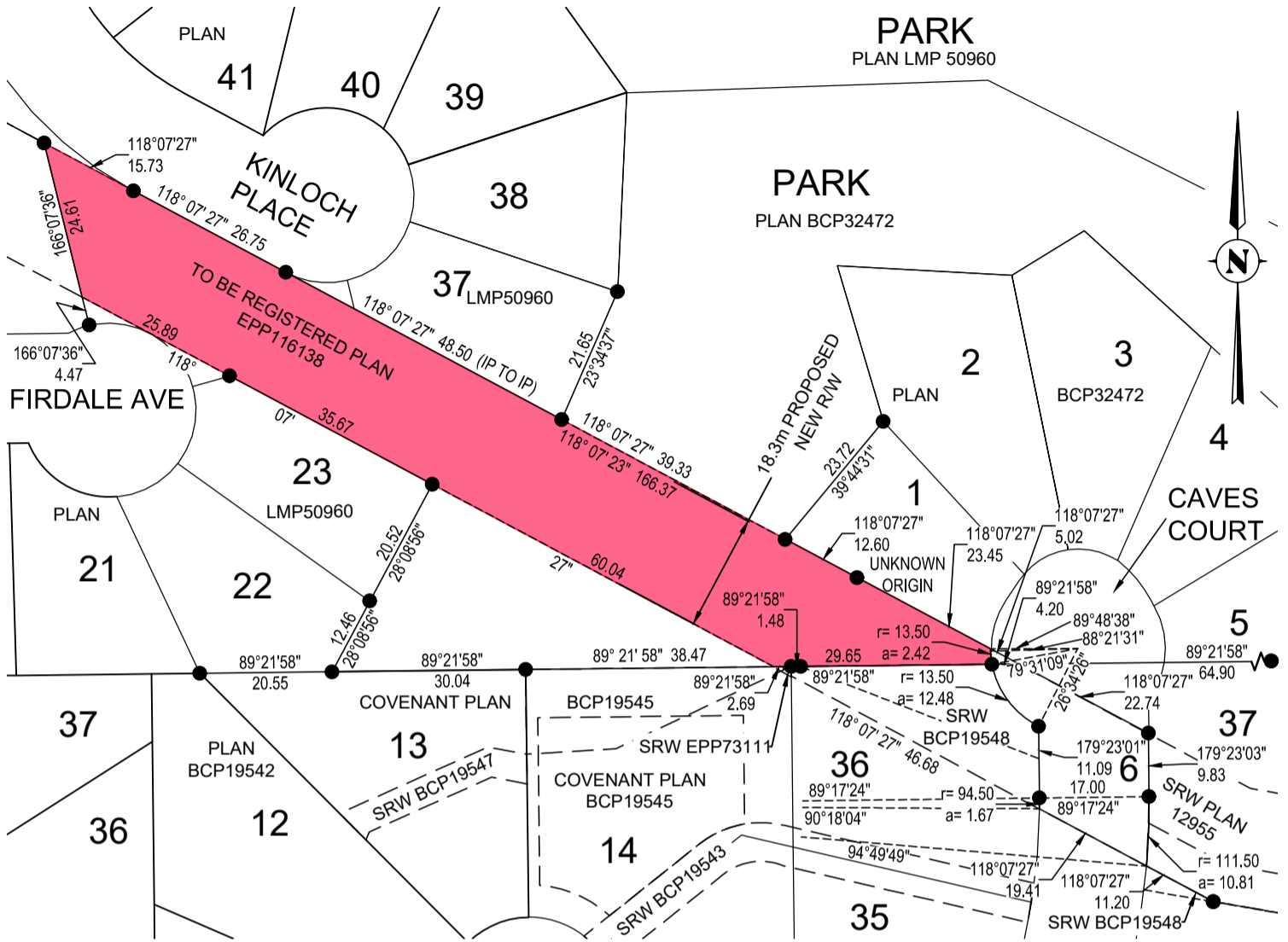
City of Abbotsford
32315 South Fraser Way
Abbotsford, British Columbia
V2T 1W7
Attention: Corporate Services Department

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.: N/A
 OWNER(S): CITY OF ABBOTSFORD

STANDARD IRON POST FOUND SHOWN ●

AREA REQUIRED FOR NEW R/W: 0.267 ha (0.66 Ac.) NEW R/W IS OUTLINED THUS:

THIS PLAN CERTIFIED CORRECT THIS
 4TH DAY OF NOVEMBER, 2021.

Jason A Walker
 JASON WALKER, BCLS

PID: N/A
 TRACT NUMBER: ADJ35.28

ALL DIMENSIONS ARE IN METRES

TRANS MOUNTAIN PIPELINE ULC

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

WITHIN

STRAITON PARK PLAN BCP32472

NEW WESTMINSTER DISTRICT – BRITISH COLUMBIA

REVISION: 1



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

TMC No.: 01-13283-M002-PP10716

PGE: 1 OF 1

DWG: 19731-505-GNW-10716

SCALE: 1:1000

DWG BY: CW

FILE No.: 02637-05-ADJ35.28-IOP

DATE: NOV 02, 2021

CKD BY: JW

APPENDIX B

DEFINED TERMS

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

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

"including" means including without limitation.

"Incompatible Use" means 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.

"CER Act" means the *Canadian Energy Regulator Act* (Canada), and regulations thereunder, all as amended or replaced from time to time.

"Owner" means the owner of the vested title to the Lands of the Owner pursuant to section 107 of the *Land Title Act*, RSBC 1996, c 250 and subsection 510(13) of the *Local Government Act*, RSBC 2015, c 1.

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

"Pipeline" means a pipeline for the Trans Mountain Expansion Project, approved by Certificate of Public Convenience and Necessity OC-065 issued by the National Energy Board on 21 June 2019, and a pipeline referred to as the Trans Mountain Pipeline, approved by Certificate of Public Convenience and Necessity OC-2 (as amended) issued by the National Energy Board and which came into force on 19 August 1960, 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.

"**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.

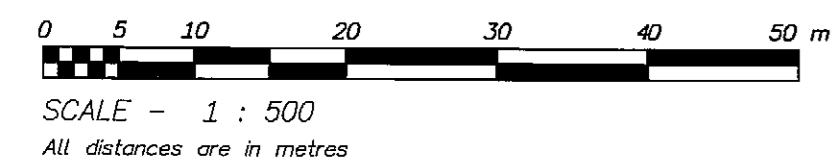
"**within**" means across, over, under, in, through and on.

Exhibit "D"

Proof of Ownership for the Lands of the Owner described in Exhibit "C"

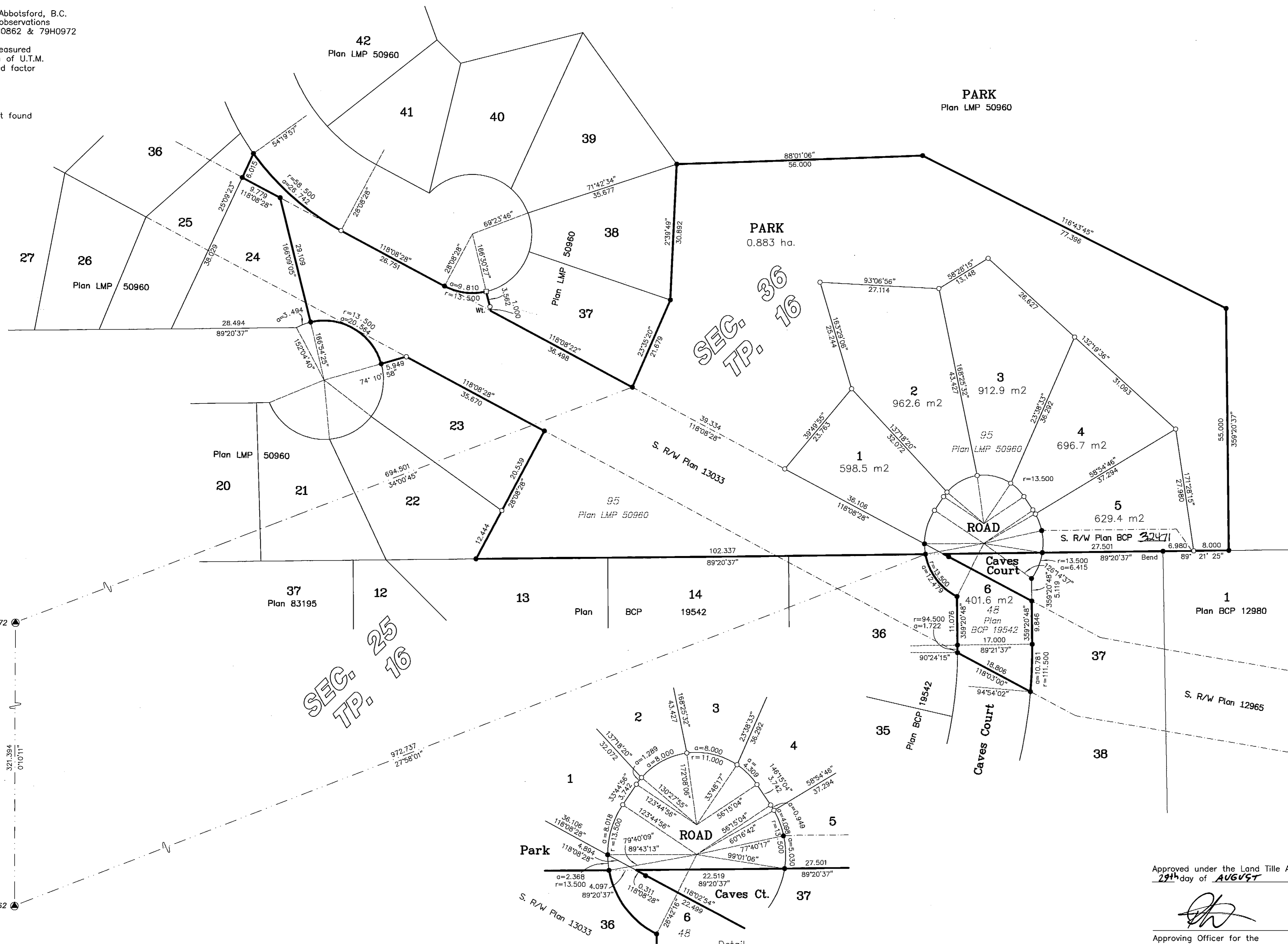
SUBDIVISION PLAN OF LOT 95, SECTION 36, TOWNSHIP 16, PLAN LMP 50960 AND LOT 48, SECTION 25, TOWNSHIP 16, PLAN BCP 19542 NEW WESTMINSTER DISTRICT

City of Abbotsford BC GS 92G.009



Integrated Survey Area No. 15, Abbotsford, B.C. Grid bearings are derived from observations between Control Monuments 79H0862 & 79H0972 NAD 83 (CSRS) This Plan shows ground level measured distances. Prior to computation of U.T.M. coordinates, multiply by combined factor 0.9996211

- Legend:
- Denotes control monument found
 - Denotes iron post found
 - Denotes iron post set
 - Denotes lead plug set
 - ha. Denotes hectares
 - m² Denotes square metres



PLAN BCP 32472

Deposited in the Land Title Office at New Westminster, B.C. this 14 day of Sept 2007.

BB550023

Ref. No. I. Macdonald Deputy Registrar

Owner: RESLAND DEVELOPMENT CORP. Inc. No. 347319

Daryl Carpenter Authorized Signatory

Authorized Signatory

Witness Diane Barnes

Address of Witness 2651 Rukley St Abb

Occupation of Witness Planning Clerk

Owner: CITY OF ABBOTSFORD

George F. Ferguson Authorized Signatory GEORGE F. FERGUSON, MAYOR

Authorized Signatory Evelyn Storrer Deputy City Clerk

Witness South Fraser

Address of Witness Abbotsford, BC

Occupation of Witness

I, Kenneth W. Schuurman, a British Columbia Land Surveyor of Surrey, 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 30th day of April, 2007. The plan was completed and checked, and the checklist filed under #64267 on the 9th day of May, 2007.

Kenneth W. Schuurman Kenneth W. Schuurman, B.C.L.S.

Approved under the Land Title Act this 14th day of AUGUST, 2007.

[Signature] Approving Officer for the City of Abbotsford

Cameron Land Surveying Ltd. B.C. Land Surveyors Unit 206 - 16055 Fraser Highway Surrey, B.C. V4N 0G2 Phone: 604-597-3777 Fax: 604-597-3783

This plan lies within the Fraser Valley Regional District

File: 3537-SUB2

Exhibit "E"

Copy of the Easement Agreement

TRANS MOUNTAIN OIL PIPE LINE COMPANY

EASEMENT

The undersigned, **ANTHONY NICHOLAS**
of **R.R. #3, ABBOTSFORD** 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:

**THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH WEST QUARTER SECTION
THIRTY-SIX (36) TOWNSHIP SIXTEEN (16) SAVE AND EXCEPT PART (ONE AND FIFTY-TWO
THOUSANDTHS (1.052) ACRES MORE OR LESS) AS SHOWN OUTLINED RED ON SKETCH NINE
THOUSAND TWO HUNDRED AND NINETEEN (9219)**

in consideration of the sum of **Eighty-three Dollars and Sixty-eight Cents**
~~Dollars~~ (\$ **83.68**) 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 **New Westminster** Land Registration District as Plan No. **13033** 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 notwithstanding 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 **R.R. 3, Abbotsford, 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 *15th* day of *September* A.D. 1952.

SIGNED, SEALED AND DELIVERED

by the Grantor in the presence of:

[Signature]
Chilliwack B.C.
R/W agent.

Anthony Nicholas

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

[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. M. Jones of the City of Chilliwack, 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 Anthony Nicholas one of the parties thereto, for the purposes named therein.
2. The said instrument was executed at R.R. 3 Abbotsford B.C.
3. I know the said party, 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 16th day of September A.D. 195

[Handwritten signature]

[Handwritten signature]
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 22nd day of September 1952, 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 22nd day of September, in the year of our Lord one thousand nine hundred and fifty-two.

[Handwritten signature]
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.

1521510

Dated A.D. 195

— and —

TRANS MOUNTAIN OIL PIPE LINE
COMPANY

Capital
(BRITISH COLUMBIA)

Trans Mountain Oil Pipe Line Company

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

Owner:	City of Abbotsford (the "Owner")
Tract Number and Legal Description:	Tract-ADJ35.28, PARK 6 (the "Lands")
Section 34 Notice:	The PPBoR relevant to the Lands of the Owner was published in the Abbotsford News on August 14, 2019 (C01676-5).
Section 322 Notice:	November 19, 2021
Subsection 324(2) Notice:	November 19, 2021

Summary of Consultations

Trans Mountain and its agents began engaging with the Owner regarding the portions of the Lands that would be required to construct and operate the Trans Mountain Expansion Project ("Project") when focused routing engagement began in or about October 2012. As part of this ongoing engagement, Trans Mountain and the Owner convened a Technical Working Group ("TWG") in 2016 comprised of Trans Mountain technical teams, the Owner and its subject matter experts.¹

Through the TWG and other engagement activities, Trans Mountain and the Owner consulted directly about the Project, including related concerns and issues raised by the Owner. Trans Mountain also consulted with the Owner regarding how best to rectify the extinguishment of the title for the Lands, and with it the registration of the easement agreement that granted the necessary land rights for the Trans Mountain Pipeline ("Existing Pipeline") and future pipelines, including the Project. Trans Mountain has been diligent in its attempts to reach a voluntary agreement with the Owner, but has been unable to come to mutually agreeable terms with the Owner relative to the acquisition of the required rights in the Lands for the Project and Existing Pipeline.

The following table provides an overview (not necessarily exhaustive) of the communications between Trans Mountain, its agents and the Owner:

Date	Summary of Discussions
Oct 23/12	P. McKenzie, Land Agent, met with S. Visser, Owner representative, to discuss the Project.
June 24/13	P. Mackenzie called S. Visser; left a message. P. MacKenzie emailed S. Visser regarding the Project.
June 27/13	S. Visser emailed P. Mackenzie regarding the Project.
May 2/16	D. Wood, Project representative, emailed S. Visser regarding the Project.

¹ Trans Mountain has filed various reports describing the activities undertaken by the TWGs, including the Terms of Reference dated February 16, 2017 ([A81760-2](#)) and subsequent reports dated April 13, 2017 ([A82625-2](#)), October 13, 2017 ([A86895-2](#)), April 13, 2018 ([A91269-2](#)), October 12, 2018 ([A94775-1](#)), April 12, 2019 ([A98818-1](#)), October 15, 2019 ([A6Y7Q7](#)), April 14, 2020 ([C05717-1](#)), October 9, 2020 ([C08832-1](#)), April 13, 2021 ([C12364-1](#)), and October 12, 2021 ([C15378-1](#)) ("TWG Reports"). The TWG Reports specify the dates of TWG activities and meetings and provide a summary of issues raised during the TWG activities, a description of Trans Mountain's response and/or the outcome, and a description of any unresolved issues or concerns and how they will be addressed. As described in the October 12, 2021 TWG Report ([C15378-1](#), PDF page 11), Trans Mountain and the Owner engage on an as needed basis to address specific TWG-related topics in lieu of scheduled TWG meetings. The frequency of conversations with the Owner increased between April 2021 and September 2021 as pre-construction planning has become more prevalent.

Date	Summary of Discussions
May 4/16	D. Wood and S. Visser exchanged emails regarding the Project.
Nov 9/17	D. Wood called S. Visser to discuss the Project, Existing Pipeline and erroneous extinguishment of title and therewith the registration of Trans Mountain's easement agreement.
Jan 23/18	B. Love, Project representative, emailed S. Visser, D. Wood and A. Alani, Owner representative, to arrange a virtual meeting.
Jan 30/18	B. Love and I. Cassie, Project counsel, met with S. Visser, D. Wood and A. Alani to discuss the Project. A. Alani emailed B. Love, S. Visser, D. Wood and I. Cassie to discuss the Project.
Feb 13/28	A. Alani emailed B. Love, S. Visser, D. Wood and I. Cassie regarding the Project and compensation.
Feb 17/18	B. Love emailed A. Alani and S. Visser regarding the Project and compensation.
June 12/19	D. Wood called A. Alani; left a message. A. Alani and D. Wood exchanged emails regarding the Project.
June 24/19	A. Alani and D. Wood exchanged emails regarding the Project and compensation.
June 25/19	D. Wood and A. Alani exchanged emails regarding the Project and compensation. S. Visser emailed D. Wood and A. Alani regarding the Project and compensation.
July 4/19	D. Wood emailed S. Visser regarding the Project.
July 9/19	D. Wood called S. Visser to discuss the Project, Existing Pipeline, and compensation.
July 17/19	S. Visser emailed D. Wood regarding the Project and compensation.
Aug 8/19	A. Parise, Project representative, emailed A. Alani regarding compensation.
Aug 13/19	A. Alani emailed A. Parise regarding the Project and compensation.
Aug 19/19	A. Parise emailed A. Alani regarding the Project, compensation, and arranging a meeting.
Aug 20/19	D. Wood met with S. Visser to discuss the Project.
Aug 21/19	S. Visser emailed D. Wood regarding the Project and compensation.
Aug 21/19	A. Alani emailed A. Parise regarding the Project and compensation.
Aug 26/19	A. Parise emailed A. Alani regarding the Project and compensation.
Aug 28/19	J. Andries, Land Manager, emailed A. Parise and A. Alani regarding the Project.
Sept 19/19	D. Wood called S. Visser to discuss compensation.
Oct 11/19	D. Wood attended the office of the Owner and met with Owner's legal counsel. D. Wood called A. Alani.
Oct 30/19	D. Wood called S. Visser to discuss the Project.
Nov 8/19	M. Frankova, Project representative, emailed S. Visser regarding the Project, Existing Pipeline and erroneous extinguishment of title and therewith the registration of Trans Mountain's easement agreement.
Nov 13/19	D. Wood called S. Visser; left a message. D. Wood and S. Visser exchanged emails regarding the Project.
Jan 20/20	M. Frankova emailed S. Visser regarding the Existing Pipeline and erroneous extinguishment of title and therewith the registration of Trans Mountain's easement agreement.
Feb 24/20	D. Wood emailed S. Visser regarding the Project.
	C. Miller, Project representative, emailed S. Visser on behalf of D. Wood, regarding pre-construction survey access.
Feb 27/20	S. Visser called C. Miller regarding the Project.
Mar 3/20	D. Wood called S. Visser regarding the Project and arranging a meeting.
June 19/20	S. Visser and D. Wood exchanged emails regarding the Project.

Date	Summary of Discussions
Aug 31/20	M. Frankova, S. Visser and A. Alani exchanged emails regarding the Existing Pipeline and erroneous extinguishment of title and therewith the registration of Trans Mountain's easement agreement.
Sept 1/20	A. Alani emailed M. Frankova and S. Visser regarding the Existing Pipeline and erroneous extinguishment of title and therewith the registration of Trans Mountain's easement agreement.
Sept 3/20	M. Frankova emailed A. Alani and S. Visser regarding the Existing Pipeline and erroneous extinguishment of title and therewith the registration of Trans Mountain's easement agreement.
Sept 4/20	A. Alani emailed M. Frankova and S. Visser regarding the Existing Pipeline and erroneous extinguishment of title and therewith the registration of Trans Mountain's easement agreement.
Sept 8/20	M. Frankova emailed A. Alani and S. Visser regarding the Existing Pipeline and erroneous extinguishment of title and therewith the registration of Trans Mountain's easement agreement.
Sept 9/20	A. Alani emailed M. Frankova and S. Visser regarding the Project, the Existing Pipeline and compensation.
Sept 10/20	M. Frankova emailed A. Alani and S. Visser regarding the Project, the Existing Pipeline and compensation.
Sept 11/20	A. Alani, M. Frankova and S. Visser exchanged emails regarding the Project and Existing Pipeline.
Sept 22/20	M. Frankova, S. Visser and A. Alani exchanged emails to arrange a phone call.
Sept 29/21	C. Orr, Land Administrator, sent the "Pipeline Construction in the Sandy Hill Neighbourhood" information document to the City of Abbotsford, Attention: S. Visser via regular mail. The information document describes a change in construction method for lands located within the Sandy Hill Neighbourhood and Straiton Park.
Nov 10/21	M. Frankova emailed S. Visser and A. Alani regarding Section 322 Notice and Section 324 Notice service.
Nov 15/21	P. McLeod, Project representative, emailed S. Visser to arrange a meeting and service.
Nov 17/21	P. McLeod emailed S. Visser to arrange a meeting.
Nov 19/21	P. McLeod met with S. Visser to serve the Section 322 and Section 324 Notices.

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): City of Abbotsford	Various
b. Attention: Sean Visser, Corporate Services Department	
c. Land Description (short form): PARK 6	Various
d. Description (including area) of permanent and temporary workspace as applicable: New Right of Way: 0.267 Ha / 0.66 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	
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	
	<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	30-36	
The Rules 55(3)(c)(ii)	b) Rights, titles or interests applied for in respect of the lands	30-36	
The Rules 55(3)(c)(iii)	c) Any rights, obligations, restrictions or terms and conditions that are proposed to attach to:	30-36	
The Rules 55(3)(c)(iii)(A)	<ul style="list-style-type: none"> • Rights, titles, or interests applied for in respect of the lands 		
The Rules 55(3)(c)(iii)(B)	<ul style="list-style-type: none"> • Any remaining interest(s) 		
The Rules 55(3)(c)(iii)(C)	<ul style="list-style-type: none"> • Any adjacent lands of the landowner 		

Legislation	Filing Requirement		
The Rules 55(3)(d)	iv) Current abstract of title to the lands, a certified copy of the certificate of title to the lands or a certified statement of rights registered in the land registers for the lands	38	The Lands of the Owner are untitled. Trans Mountain has therefore provided a copy of the registered subdivision plan designating the Lands of the Owner as a park which, by operation of s. 107 of the <i>Land Title Act</i> and s. 510(13) of the <i>Local Government Act</i> , vests title to the Lands of the Owner in the Owner.
The Rules 55(3)(e)	v) Copy of section 56 of the <i>NEB Rules of Practice and Procedure</i>	45	
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):	November 19, 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

Legislation	Filing Requirement		
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
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):	November 19, 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-PM03020-003 R1
	b. PPBoR REGDOC Link:	C00974-8
CER Filing Manual Guide V	c. Date(s) of service of s.201 Notice on landowner(s)	The PPBoR relevant to the Lands of the Owner was published in the Abbotsford News on August 14, 2019 (C01676-5).
	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	46-48
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	46-48