

POWER TRANSMISSION LINE ADDENDUM
Schedule A

with (Grantee) _____

and (Grantor) _____

This Addendum is attached to and forms part of the powerline right-of-way agreement referencing Tract No. _____ on the titled property known as the _____ for the above projects(s) and is to be registered at the AEUB, ERCB, or other permission body along with the permit application. If there is any conflict between this Addendum and the Right-of-Way Agreement, the Addendum shall prevail

When used herein, the following terms have the following meanings.

- a. The term "Grantee" on this addendum is _____ and shall include joint and several all agents, landmen, contractors, subcontractors, operators, consultants, surveyors, employees, personnel and/or successors and assignees of the Grantee.
 - b. The term "Grantor" shall include the Registered Landowner(s) and where applicable, the Occupant
 - c. The term "Occupant" shall mean the person or persons who reside on or operate the land
 - d. The term "Temporary Right of Way" shall mean an area as shown on a plan provided to the Grantor having various widths and lengths and shall be covered by a separate Addendum
 - e. The term "Right -of-Way" shall mean a surveyed permanent right-of-way _____ metres in width.
- 1) This Addendum is for the construction and installing of (1) one powerline with towers in the permanent Right of Way.
 - 2) The Grantee shall pay the reasonable fees and expenses of a Construction Monitor(s) agreed to and appointed by the Battleford Trail Surface Rights Association in conjunction with the Grantor. The Grantee shall provide the Construction Monitor(s) with a schedule of planned construction activities and not less than 24 hours notice of any clearing, topsoil stripping, grading and/ reclamation activities on the Grantor's lands. The Construction Monitor(s) shall be provided free access, subject to safety requirements, to all the Grantee's construction activities to act as the inspector of clearing, topsoil stripping, grading, cleanup and reclamation activities. The Grantee's Environmental Inspector, who will be available at all times, will review the feasibility of implementing corrective or remedial measures suggested by the Construction Monitor(s). In the event that the Grantee's Environmental Inspector and the Construction Monitor(s) can not agree, the Grantee' Manager of Land will be contacted by the parties and take immediate action to resolve the issue through mutual agreement of all parties including the Grantor if necessary.
 - 3) The Grantee agrees that a Soils Monitor will be on site before any topsoil movement will commence.
 - 4) The Construction Monitor(s) shall not have the authority to direct the activities of the Grantee, the Grantee's employees, contractors, or agents, or to direct the cessation of any of the Grantee's activities.
 - 5) The Grantee agrees to conduct a third party post-construction reclamation assessment within one year of construction, and provide a copy of the assessment to the Grantor. If significant deficiencies exist, the Grantee will take reasonable steps, including the importation of topsoil, to ensure the topsoil is restored in a manner

consistent with good work standards. All imported topsoil shall have a weed count and be tested for clubroot, unless the Grantor has available soils and is responsible for its purity. The restoration work will be completed within two (2) years of the assessment. It is acknowledged by the Grantee that the full effects of the restoration shall achieve equivalent land capability in the third growing season in both ecological and economical capacity. The Grantor, acting reasonably, will approve the steps, accommodate and cooperate in all the work to be undertaken by the Grantee pursuant to this paragraph. All temporary Right-of-way, shall be returned to the Grantor in a productive condition equal to or better than its pre-disturbance condition.

- 6) The Grantee will implement the necessary measures to prevent obstructing or impeding the drainage of the land adjacent to the right-of-way.
- 7) The Grantee shall salvage all merchantable timber, logs, posts and firewood on the right-of-way in a manner agreeable to the Grantor for the Grantor's use and/or benefit. The mulching of any of the above is not allowed unless written permission is given by the landowner/occupant
- 8) Prior to construction, the Grantee agrees to jointly review and develop with the Grantor a livestock and farm access management plan, now and in the future and shall, subject to reasonable requirements to protect the safety of persons, livestock and/or property, permit the Grantor to cross over the right-of-way to gain access to the remainder of the lands. As part of the plan, the Grantee shall provide adequate approaches and gates as the Grantor may reasonably require for the movement of livestock and/or machinery across the right-of-way. The Grantee, in consultation with the Grantor shall construct and maintain such fences, locking gates and other works necessary to such a standard as the Grantor may reasonably require to ensure the safety and containment of livestock during surveying, construction, maintenance and/or repairs undertaken by the Grantee in connection with the right-of-way. The Grantee shall be responsible and held liable for all damages and costs if and when any livestock is released from its containment as a result of damage to fences, failure to close gates, etc. from the Grantee's operations. The Grantee shall promptly replace and/or repair all fences or fence systems damaged as a result of its operations, to a condition equal or better to that existing prior to the damage.
- 9) The Grantee shall reimburse the Grantor for all reasonable legal and consultation costs incurred by the Grantor in relation to the negotiation or implementation of the Addendum. In addition, the Grantee shall pay the Grantor no less than One Hundred dollars (\$100.00) per hour as compensation for the Grantor's time and inconvenience in negotiating this Addendum directly with the Grantee, including if required, direction, clarification or inspection, but during peak harvesting, swathing, seeding, spraying calving, haying, etc. periods will be \$150.00 per hr.
- 10) The Grantee shall not discharge firearms on or adjoining the surveyed right-of-way, nor shall any domestic animals in the keeping of the Grantee be allowed to roam at large in the area.
- 11) The Grantee shall absolve the Grantor of any and all responsibility for damages, injury, costs, claims, suits or actions arising out of the placement of any powerline and towers on the right-of-way and/or resulting from the Grantee's operations on or near the right-of-way.
- 12) Should a spill, leak, break, rupture or failure occur in the powerline and/or towers on the right-of-way, the Grantee shall immediately cause the Grantor/Occupant of the land to be notified and informed of the location of the leak and/or break and advise the Grantor/Occupant of the measures being taken to contain, repair and clean up the spill, leak or break.
- 13) The Grantee, in consultation with the landowner/occupant hereby has immediate access to the right-of-way and surrounding lands affected in the event of a spill, leak, break, fire or rupture or failure.
 - a. The Grantee, as soon as is practical following the entry for emergency work, shall contact the Grantor or the Grantor's agent, whereupon the Grantee shall compensate the Grantor for any damage caused by the emergency entry onto the said lands, including damages for inconvenience, nuisance and crop loss, if applicable.

- b. The Grantee shall obtain, and the Grantor shall not unreasonably withhold, a surface lease for the area required to complete any site assessment and remedial work that may be required as a result of such emergency entry onto the said lands, and shall pay annual rent to the Grantor until such time the area is restored to its pre-incident condition and a reclamation certificate is obtained.
- 14) The Grantee and Grantor may make agreements, if necessary, to allow equipment to leave the Right-of-Way/ Temporary Right-of-Way.
 - 15) The Grantee shall contain its construction operations within the boundaries of the right-of-way and Temporary Right of Way (where applicable.) If the Grantee for whatever reason does not contain its construction activities to and within the construction spread, the Grantee shall pay the Grantor for any actual damages incurred on the affected lands plus the required Entry Fee for a minimum of one (1) acre.
 - 16) The Grantee shall make payment in full of all sums due to the Grantor for Entry Fee and right-of-way compensation prior to entry onto the right-of-way.
 - 17) The Grantee shall provide the Grantor with prompt and timely notice of any assignment of this right-of-way Agreement and Addendum.
 - 18) The Grantee agrees to remove all survey markers, stakes, ribbons, etc. when construction has been completed on the above property. Any markers, stakes, etc. not physically required for the construction process and placed off the right-of-way shall be removed as soon as possible so as to not interfere with the Grantor's normal activities on the remainder of the land. A post construction inspection will be completed with the Grantor or the Grantor's agent to ensure the land is cleaned and restored to an acceptable condition. Subsequent to the inspection, any items such as stakes, markers identified in the post-construction inspection not removed by the Grantee will be picked up at a charge of one Hundred dollars (\$100.00) per item.
 - 19) The Grantee agrees to pay any damages resulting from the failure to cleanup such items as per section 29 causing damage and/or loss to machinery, vehicles, livestock, etc.
 - 20) The Grantee shall remove all caveats and encumbrances from the said lands when the powerlines and towers are removed and the right-of-way abandoned in accordance with all the existing provincial and environmental laws in effect at the time of abandonment.
 - 21) The Grantee shall compensate the Grantor for reasonable additional costs incurred by the Grantor in connection with the excavation, drilling, installation, erection, repair or construction for any permitted use on, in or under the right-of-way which are directly attributable to the existence of the Grantee's powerlines and towers.
 - 22) In the event a crossing agreement is required, the Grantee will pay the Grantor an administration fee of a minimum of one thousand dollars (\$1,000) for each crossing agreement.
 - 23) In the event the landowners property is left with stored top soil and/or clay when seeding or spraying and/or harvesting then the landowner will be compensated the same as the MIDFIELD STRUCTURES INCREASE FARMING COSTS. (as under Alberta Agriculture, Agri-Facts)
 - 24) Any above-ground structures shall be covered in a separate surface agreement which shall be reviewed at five (5) year intervals.
 - 25) If any above ground installation is required on the Right-of-Way, the Grantee shall, subject to any superseding requirement of sound engineering principles, construct such above ground installation in an area where it will cause the minimum inconvenience to the Grantor's operations. The Grantee shall adequately mark and protect such installation so it is clearly visible to the Grantor and or their employees.

- 26) The Grantee shall provide the Grantor with a Phase I Environmental Assessment and if further required, a Phase II Environmental Assessment from a recognized Environmental Consultant in the event of the Grantor being denied, refused or limited any credit or financial related request pertaining to the above mentioned land parcel due to the presence of the powerline(s) and towers, and or any associated issue regarding the Right-of-Way.
- 27) The Grantor and Grantee agree that any provision of the Addendum may be amended only by written agreement executed by each of the Grantor and the Grantee.
- 28) Where any compensation is required to meet the conditions of this addendum, the Grantee shall pay the Grantor in full within thirty (30) days of invoicing. An interest rate of one and one half percent (1.5%) above prime per month will be assessed against any amount outstanding after that 30 day period.
- 29) Prior to abandonment of the Right-of-Way, the Company shall remove all ground wire(s), powerlines, and towers, tower bases and any other installations that were installed over, under and/or through the Right-of-Way if requested by the landowner, subject to the laws at that time.
- 30) When abandonment is applied for and received then application shall be made to Alberta Environment Protection to receive a Reclamation Certificate that all soils, contours etc. are the same as to prior of entry.
- 31) The Grantee agrees that the non-renewable resources contained within the permanent Right-of-Way, such as gravel, sand, marl, and peat moss, which belong to the Grantor and which are commercially harvestable or extractable by the Grantor, will be compensated for a rate agreed upon by the Grantee and the Grantor and/or the Grantor's agent if the construction of the powerline(s) and towers will interfere with the harvesting of that resource.
- 32) The grantee shall meet with the landowner/occupant prior to construction of all crossings required so as to allow the company to design and construction of their powerlines, and towers high enough to accommodate land contouring, road crossings, of other related agricultural activities, so as not to impede future operations.
- 33) If Grantor is practicing the Organic production of Crops, Hay, etc, and/or Livestock, then the Grantee shall return all soils, etc, to the same condition or better than prior to entry. This shall INCLUDE PAYING FOR THE EXTRA FIVE (5) YEARS IT TAKES TO BECOME AN ORGANIC PRODUCER, the cost of recertification, loss of income, etc.
- 34) The Grantee agrees to place portable lavatories in strategic areas as required.
- 35) Other conditions:

36) This Agreement will be construed according to the laws of the Province of Alberta.

GRANTOR: _____
Or agent of Grantor

Grantee: _____
Or Agent of Grantee

Please Print Name

Please Print Name

Occupant

Position