

POWER TRANSMISSION LINE ADDENDUM  
Schedule "B" (part of Schedule "A")

SOILS AND RELATED CONDITIONS

NONCOMPLIANCE WITH THE FOLLOWING CONDITIONS MAY RESULT IN PROJECT SHUTDOWN

SOILS MONITORS

The Grantee agrees that soil monitors who represent landowners/occupants and shall be appointed by the Battleford Trail Surface Rights Association in conjunction with landowners/occupants, and shall carry out Schedule "B" requirements.

THIRD PARTY

The "third party," or "designate," throughout Schedule B shall be appointed by BTSRA, who may or may not be the soil monitors.

STAGING AREAS

The Grantee in consultation with the soil monitors, BTSRA, and landowner/occupant, agrees that "staging areas" may be required to prevent the spread of noxious WEEDS and/or DISEASES (including CLUB ROOT).

CLEANING STATION

The Grantee agrees to provide cleaning stations for the prevention of transferring noxious and restricted weeds, as well as prohibited diseases, **including Club Root**, as by, Operations Propocol For AENV Staff; CAPP'S CLUBROOT DISEASE MANAGEMENT , (ATCO are a member of), Alberta Club Root Management Plan; and (Stewart Weirs – OBP-FS 2.1.16, Operations Best Practices, Field Services, Right of Way Considerations, before entering the power line Right of Ways during the constructing, maintenance of the said Power Line Right of Way.

PRE-SITE ASSESSMENT

The Grantee agrees that a pre-site assessment of the Right-of-Way and Temporary Right-of-way shall be conducted by a qualified third party and shall include but not limited to the following conditions:

- a. Depth of topsoil, depth of transitional zone (if any), texture, consistence, and coarse fragment content. Samples to be taken no more than 100 metres apart in undulating land or closer if there is significant change in color or type of soils on both Right-of-Way and Temporary Right-of-Way and control area.
- b. A weed survey to identify noxious or restricted species both on and near the proposed project. Weed survey to be completed before seed set. If such weeds are found, the Grantee will provide the Grantor with a management plan prior to commencement of construction.
- c. Final land use to be discussed and documented at time of assessment.
- d. Any other noticeable or unusual conditions to be documented both on and off site.
- e. Grantee must determine the risk potential of clubroot in or on the proposed route as (A) High; (B) Moderate; (C) Low.

WEED CONTROL

The Grantee shall prevent noxious and restricted weeds on the land affected by the Right-of-Way, from growing on the Right-of-Way or temporary work Right-of-Way, as a result of the Grantee's activities in compliance with the Alberta Weed Control Act. The Grantee shall:

- a. not move any machinery, equipment , vehicles ATV or personal onto the Right-of-Way or Temporary Right-of-Way, if the movement is likely and/or possible to cause the spread of restricted and noxious weeds. All machinery, equipment and vehicles brought to the construction site from outside the locality will be steam cleaned before entering the construction spread. Verification by soils monitors will be accepted and/or the land owner(s) themselves.

b. prepare a weed control plan to identify the location of noxious and restricted weeds and the locations where equipment will be cleaned by shovel and compressed air immediately before entering onto the next landowner's property. (See "cleaning stations.")

c. be responsible to conduct weed surveys to assess weed growth on the topsoil piles. First survey to be conducted thirty to forty days after top soils have been stripped and stock piled. Control measures shall taken to prevent their spread.

#### CONSERVATION OF TOP SOIL

Surface soil/topsoil, is defined as the uppermost mineral/organic material, valued as a growing medium. The Grantee agrees to conserve all topsoil in a good and workmanlike manner, separating topsoil from other soil, including but not limited to subsoil and spoil, having regard to good soil conservation practices to minimize admixing. All topsoil shall be conserved by the Grantee and stored on the Right-of-Way, in a manner to prevent erosion or contamination of the topsoil. Salvage the surface layer (Ap) and any Ah, Ahe, Ae, or similar horizons (e.g. Bp). Very deep surface soils are salvaged in two lifts; the first to a maximum of 40 cm and the second to a maximum of 70 cm. Very shallow surface soils (<10 cm) are salvaged to a minimum of 10 cm unless the underlying material is unsuitable (e.g. Bnt, bedrock, gravel, etc.) **Note: This must be documented in the Site Assessment Report.**

#### COMPACTION

Compaction tests will be conducted on the trench and work areas before and after construction. Interval testing no less than two (2) per quarter section. Areas that experience above average traffic volume shall also be tested. Sites to be chosen that compaction would mostly to occur.

a. The Grantee agrees to obtain compaction equivalent to the pre-site assessment that was done prior to entry.

b. The Grantee agrees to eliminate compaction on the rest of the Right-of-Way and Temporary Right-of-Way equivalent to pre-disturbance using sub-soilers, para plows, etc, before the top soils are returned.

#### EXCESSIVE SUB-SOILS

The Grantee agrees to spread the excessive sub-soil across the Right-of-Way and Temporary Right-of-Way providing that it is sub-soil to sub-soil or as to where land owner approves, to relocate to another a

#### EQUIVALENT LAND CAPABILITY

The Grantee agrees to achieve equivalent land capability, that is the ability of the land to support various land uses after conservation and reclamation, that is similar to the ability existing prior to the activity being conducted on the land. 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. 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.

#### OPERABILITY

The Grantee agrees that operability is assumed to have been achieved where no know limitations to normal cultivation management are evident based on a systematic assessment of the reclaimed Right-of-Way or Temporary Right-of-Way and adjacent landscapes.

#### SURFACE STONINESS

The Grantee agrees surface stoniness will not impede landowner/occupant operability and shall not be present on the Right-of-Way and Temporary Right-of-way, greater in size or concentration than adjacent lands. For the safety of operators, stones can not be larger than 2.5 cm on lands seeded to forages due to capabilities of forage cutting equipment. All rocks found on fence lines shall be picked and disposed of by the contractor.

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#### ORGANIC DEBRIS

The Grantee agrees to remove organic debris (roots, stumps, ties, lath , etc.) that could impede landowner/occupant operability. All industrial and domestic refuse is unacceptable and must be cleaned up. All stumps and roots on fence lines shall be cleaned up and be disposed of by the contractor. Organic debris must be consistent with final land use documented as per Pre-Site Assessment.

#### SEED BED AND FORAGE SEEDS

After the topsoil had been returned to the Right-of-Way and Temporary Right-of-way and properly distributed, the Grantee agrees to prepare an adequate seedbed. The use of a vibrashank and mounted harrows is recommended to prepare a level seed bed. (The use of discs is discouraged and only necessary to break up sod.) The Grantee agrees that final seed bed preparation takes into account the direction that the land owner/occupant will farm the adjacent lands to achieve the required operability.

#### FORAGE SEED AND OTHER SEEDS

On forage or pasture lands located within the Right-of-Way or Temporary Right-of-Way, the Grantee shall plant a certified seed of the type requested by the Grantor and establish a perennial growth equal to or better than the immediately adjacent undisturbed lands. The Grantee shall provide all certificates regarding seed counts, lot numbers and cultivars to the Grantor and Soils Monitor.

#### FINAL CULTIVATION

The Grantor shall have the opportunity to do his own cultivation, rock and root removal and seeding if requested after the topsoil is properly returned, and shall be appropriately compensated according to government rates. The Grantor shall notify the Soils Monitors of any such agreements

#### CLEANUP

The Grantee shall contain and clean up any foreign material which may result from the installation of the Transmission Line, including but not limited to joint compounds, sealants, or any other substance which may contaminate the Right-of-Way.

#### CHEMICAL APPLICATION

The Grantee shall not apply any chemical, pesticide and/or herbicide onto the right-or-way without the Grantor's written consent, whose consent shall not be unreasonably withheld. The soils monitor shall be notified of such agreement.

#### CONTRACTORS TOPSOILS REQUIREMENT

The Grantee shall require all contractors' equipment operators involved in topsoil movement to have taken a pipeline construction and reclamation course provided by a qualified individual and shall provide documentation to show completion of the course as requested by the Grantor.

#### CULTIVATION EQUIPMENT

The Grantee agrees to use only equipment in top working order for all final soils work on the Right-of-Way and Temporary Workspace and such equipment shall be approved by the BTSRA and soils monitors.

#### ADDITIONAL AGREEMENTS

The Grantee agrees that all additional agreements made between the land agents, contractor, and landowner/occupant shall be made available to the soils monitors and contractors.

#### LIABILITY

The Grantee agrees to assume liability for the release of any substance either direct or indirect as a result of the Contractors activities. Prior to release: ( Need more direction here)????

a. proposed area for released substances shall be identified. All affected landowners must be informed of location, time, substance and possible environmental consequences.

b. names and contact numbers shall be made available to affected landowners.

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RECLAMATION OF TEMPORARY RIGHT-of-WAY,

The Temporary Right-of-way when abandoned shall receive a Reclamation Certificate as in the Alberta Surface Rights Board MEMORANDUM, August 29,2002, signed by Stan. S. Schumacher.

A Interm Reclamation Certificate will be needed after the soil has had 3 crops on the permanent Right of Way.

OTHER CONDITIONS

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GRANTOR(or Agent of Grantor)\_\_\_\_\_ Position\_\_\_\_\_

GRANTEE(or Agent of Grantee)\_\_\_\_\_ Position\_\_\_\_\_