

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

SURVEYORS "BEST PRACTICES" ADDENDUM

This Addendum shall be part of Schedule "A" and attached thereto.

LIABILITY

The Grantee agrees that all liability for surveyors, their assistants or apprentices, any third party involved in the locating of any structures, etc. fall under the definition "Grantee" and shall be identified as "surveyors" or "surveying" in this addendum. Since well sites, access, pipelines, power transmission lines and such do not fall under "The Public Good" therefore the following restrictions shall apply:

LIABILITY

The Grantee agrees that all landowners/occupants must be notified 72 hrs, before surveying commences .

#- " CLUBROOT DISEASE CERTIFICATE for VEHICLES and EQUIPMENT" shall be provided to land owners each date of Surveying.

#- All Club Root Management Prevention shall be done to prevention of ClubRoot Disease spread.

NOTIFICATION

The Grantee agrees that the parties involved in the supervision or the actual surveying must contact the landowner/occupant to notify them when surveying will commence and coordinate the survey work if possible so as not to hinder or impinge upon the landowner/occupants operations.

TRESSPASS

The Grantee agrees that access to or off the job site if needed, must be arranged before work begins. Any deviation from the above agreement will be considered trespassing and will fall under the Trespass Penalty, (page 2).

VEHICLE CLEANING

The Grantee agrees that all vehicles, including all-terrain vehicles, shall stay on the Right of Way or designated job site, and shall be steam cleaned and/or the, Operations Propocol For AENV Staff; CAPP'S CLUBROOT DISEASE MANAGEMENT, ( ATCO are a member of ), Alberta Clubroot Management Plan, and (Stewart Weirs OBP-FS 2.1.16, Operations Best Practices, Field Services; Right of way Considerations, before entering the job site so as to restrict the distribution of weeds or **DISEASES, including Club Root**, which may be carried by these vehicles and/or personal.

TOPSOIL SALVAGE

The Grantee agrees that all topsoil removed either for locating or installing monuments (survey pins) must be separated from other soils and returned in its original order.

DEPTH OF MONUMENTS

The Grantee agrees that all new monuments shall be buried 46 cm (18 inches) from original ground level.

OFF-SITE MONUMENTS PROTOCOL

The Grantee agrees that all holes which are off the Right of Way or job site, either for installing or locating monuments, and which are left open for more than forty eight (48) hours will be filled in by the landowner/occupant at a cost to the Grantee of one hundred and fifty dollars (\$150) for each hole left open.

MARKERS

a. The Grantee agrees that any markers, normally used for the purpose of surveying, which are left laying on the ground, may pose a danger to the landowner/occupant or his operation and will be picked up by the landowner/occupant at a charge of One Hundred dollars (\$100.00) per item

b. 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 operations on the remainder of the land.

c. The Grantee agrees to a post construction inspection to 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, or 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.

LINECUTTING OF TREES AND SHRUBS

The Grantee agrees that any trees felled by the surveyors that are not within the project must not affect any farming operations. All trees shall be compensated for and either disposed of or salvaged.

ASSIGNMENT OF ADDENDUM

The Grantee shall provide the Grantor with prompt and timely notice of any assignment of this Right-of-Way Agreement and Addendum.

GATES- All gates that are opened for entering the property shall be closed immediately after entering or after exiting. Penalty \$1,000.00 paid to land owner.

FENCE CUTS- No fence cutting of wires, If high tensile wire is cut, Penalty cost of new wire replacement from one anchor post to the other, plus expenses for labor etc. \$ \_\_\_\_\_ per hour.

TRESPASS PENALTY—"A Trespass Penalty of \$20,000.00 for the first instance of trespass, with a provision for an escalating penalty of additional \$20,000.00 for each subsequent occurrence, i.e. second occurrence would be penalized at a rate of \$40,000.00, third occurrence would be penalized at a rate of \$60,000.00, etc. " (From Feedback from CAPL/CAPLA Round Table. Alberta Petroleum and Natural Gas Tenure, June 14<sup>th</sup>, 1999 @ Delta Bow Valley Hotel, Calgary, AB.,). Be paid to the LAND OWNER. In full.

Other Conditions;

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

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

WITNESS \_\_\_\_\_ Position \_\_\_\_\_