

Schedule A to Ministerial Order No. L:193/11

Crown Compensation for Easements for Transmission and Distribution Lines\*

	Crown Lands held under Grazing Lease or Cultivation Lease	Crown Lands held under Community Pasture, Grazing Permit, Cultivation Permit, etc.
Application Fee	\$25.00	\$25.00
Inspection Fee and Administration Fee	\$100.00	\$100.00
Consideration (Land Value)	\$650.00/acre Minimum \$100	\$1,000.00/acre Minimum \$100
Annual Rental**	The Minister may negotiate the Crown's portion of an Annual Rental payment with the proponent.	
Co-operation/Early Access/Resolution/Confidentiality Agreement	The Minister may, at his discretion be entitled up to 33% of any payment for the purposes of co-operation, early access, resolution, confidentiality, or any other related purpose.	The Minister may, at his discretion, be entitled up to 100% of any payment for the purposes of co-operation, early access, resolution, confidentiality or any other related purpose.

\*Transmission Line & Distribution Line as defined by the *Hydro and Electric Energy Act*

\*\*Applicable to Transmission Lines only.

Schedule A to Ministerial Order No.L:016/14

Crown Compensation for Pipeline Easements on Special Areas Board  
Administered Lands

	Crown lands held under Grazing Lease or Cultivation Lease (Occupied Crown land)	Crown lands held under Community Pasture, Grazing Permit, Cultivation Permit, etc. (Vacant Crown land)
Application Fee	\$25.00	\$25.00
Digital Filing Fee	\$125.00	\$125.00
Consideration (Land Value)	\$650.00/acre Minimum \$100.00	\$1,000.00/acre Minimum \$100.00
Temporary Workspace	\$100.00/acre Minimum \$100.00	\$500.00/acre Minimum \$100.00
Damages		The Minister will negotiate compensation for any damages as a result of the proponents' activities separately from any consideration.
Annual Rental	The Minister may, at his discretion, negotiate the Crown's portion of an annual rental payment with the proponent if applicable.	
Co-operation/Early Access/Resolution/Confidentiality Agreement	The Minister may, at his discretion, be entitled to up to 33% of any payment for the purposes of co- operation early access, resolution, confidentiality or any other related purpose.	The Minister may, at his discretion, be entitled to up to 100% of any payment for the purposes of operation, early access, resolution, confidentiality or any other related purpose.

CO. FILE NO: \_\_\_\_\_

GST# \_\_\_\_\_

## ALBERTA ELECTRIC TRANSMISSION LINE RIGHT OF WAY AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY  
THE MINISTER OF MUNICIPAL AFFAIRS, C/O SPECIAL AREAS BOARD

*(hereinafter called the "Landowner")*

**AND**

a body corporate, incorporated under  
the laws of the Province of Alberta

*(hereinafter called the "Company")*

WHEREAS the Landowner is the registered owner, or is entitled to become the registered owner, of an estate in fee simple subject to registered encumbrances, liens and interests, if any, as are notified on the certificate of title, in that parcel of land in the Province of Alberta, being:

FIRST

EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND

EXCEPTING THEREOUT ALL MINES AND MINERALS

*(hereinafter called the "Lands")*

AND WHEREAS the Company wishes to construct, operate and maintain a Transmission Line in order to transmit electric energy;

NOW THEREFORE in consideration of the sum of ----ONE---- (\$1.00) DOLLAR (receipt of which is acknowledged), paid to the Landowner by the Company, and in consideration of the covenants contained in this agreement, the Landowner being the registered owner or being entitled to become the registered owner of an estate in fee simple, subject to registered encumbrances, liens and interests, if any, in the Lands does hereby GRANT AND TRANSFER to the Company:

- (i) a right of way within, across, upon, under, over and through the Lands for the purposes of surveying, erecting, installing, constructing, operating, using, maintaining, inspecting, patrolling, removing, replacing, reconstructing, altering and repairing a Transmission Line, and
- (ii) the right to gain access to the Right of Way by persons and equipment and to go outside the limits of the Right of Way with all necessary, persons and equipment in emergency situations only, and
- (iii) the right to enter on the Lands to remove or trim any trees or other vegetation immediately adjacent to the Right of Way which, in the opinion of the Company, may constitute a hazard to the Transmission Line, such right being subject to the provisions hereinafter contained.

The rights granted in this agreement are granted on the following terms and conditions and, shall continue for so long as the Company may desire to exercise such rights:

## 1. DEFINITIONS

In this agreement the expressions set out below shall have the following meanings:

- (a) "Annual Compensation" means the annual payment made by the Company to compensate the Landowner for:
  - (i) the loss of use by the Landowner of all or part of the Right of Way, and;
  - (ii) the nuisance, noise, inconvenience, weed control and interference that might arise or be caused to the agricultural operations of the Landowner and;
  - (iii) such other items of periodic compensation for which the Surface Rights Board of Alberta may from time to time properly and lawfully make awards.
- (b) "Cultivated Lands" means that portion of the Lands which are cultivated or worked in any way by farm machinery for the production of crops including hay crops, improved pasture and summer fallow.
- (c) "Energization" means the commencement of the transmission of electrical energy in bulk.
- (d) "Head Lands" means, where applicable, that narrow strip of the Lands bordering cultivated fields and separating such cultivated fields from other fields or uses within the Lands.
- (e) "Right of Way" means the portion of the Lands in the approximate location as shown on the sketch plan attached as Schedule "A" to be further delineated by a plan of survey.
- (f) "Structure" means any tower, single or multiple poles or other supports together with all attachments which may be placed on the Right of Way by the Company for the purpose of supporting electric energy conductors, other wires and equipment.

- (g) "Transmission Line" means a single series of Structures located on the Right of Way and strung with one or more conductors or other wires, together with all substations, operational and control devices, and all property of any kind used for the purpose of or in connection with, or incidental to, the operation of a transmission line, including without limitation related equipment as may be deemed necessary by the Company, whereby electric energy is transmitted in bulk.
- (h) "Trim" means any method of reducing the size of trees or other vegetation including the application of herbicides but does not mean the right to use soil sterilants which shall only be used with the specific consent of the Landowner and "Trimming" shall have a corresponding meaning.
- (i) "Uncultivated lands" means that portion of the Lands which are not Cultivated Lands or Head Lands.

**2. FILING PLAN OF SURVEY**

The Company agrees that on or before two years from the Energization of the Transmission Line it shall register at the appropriate Land Titles Office a plan of survey limiting the Right of Way to a strip \_\_\_\_\_ (\_\_\_\_\_) metres in width across the Lands in the approximate location as shown on the sketch plan attached hereto as Schedule "A", initialed by the Landowner and delivered to the Landowner at the time of signing this agreement. Immediately upon registration of the plan of survey the Company shall forward to the Landowner, the plan of survey or an extract from the plan of survey showing the location of the Right of Way on the Lands.

**3. RESTRICTION OF RIGHT OF WAY BY PARTIAL WITHDRAWAL AND DISCHARGE**

Upon registration of the plan of survey at the appropriate Land Titles Office the Company shall register partial discharge documents restricting this agreement and the rights herein granted to the Right of Way delimited by the plan of survey. PROVIDED, HOWEVER, that notwithstanding the registration of the partial discharge documents the Company shall continue to be entitled to the right of access and the right to trim and remove trees as set out in the granting provisions of this agreement.

**4. CONSULTATION WITH THE LANDOWNER ON LOCATION OF STRUCTURES**

The Company agrees that prior to commencement of actual construction it shall, upon the request of the Landowner, consult with the Landowner with respect to the location of the Structures within the Right of Way.

**5. COMPENSATION FOR GRANT OF RIGHT OF WAY**

Prior to commencing actual construction on the Lands, the Company shall pay the Landowner:

- (a) pursuant to Section 19(1) of the Surface Rights Act, as amended the entry fee for the acreage within the Right of Way in the sum of FIVE HUNDRED (\$500) per acre (minimum total of \$250.00 maximum total \$5000.00 per titled unit) totaling \_\_\_\_\_ (\$\_\_\_\_\_),
- (b) for value of the land comprised within the Right of Way a one-time payment of \_\_\_\_\_ (\$\_\_\_\_\_) DOLLARS per acre totaling \_\_\_\_\_ (\$\_\_\_\_\_) DOLLARS, and
- (c) for all general matters of first year adverse effects or disturbance which shall include, without limiting the generality of the foregoing, compensation for nuisance, inconvenience, goodwill, negotiations, construction disturbances and costs, if any, a one-time payment of \_\_\_\_\_ (\$\_\_\_\_\_) DOLLARS.

**INITIAL COMPENSATION PAYABLE UNDER CLAUSE 5 \$\_\_\_\_\_, AND IF APPLICABLE CLAUSE 6 \$\_\_\_\_\_, TOTALS \$\_\_\_\_\_ (INCLUDING \$125 APPLICATION FEE)**

**6. PAYMENT OF COMPENSATION FOR TRIMMING AND REMOVAL OF VEGETATION**

(This Clause 6 is applicable only if the Company requires the right to trim or remove trees. Delete this Clause 6 if not applicable.)

The Company shall have the right to enter on the Lands to remove or trim trees and other vegetation adjacent to the Right of Way which, in the opinion of the Company, may constitute a hazard to the Transmission Line. This right is granted subject to the Company identifying and giving the Landowner notice of the areas required from time to time for the removal of trees and other vegetation and the Company shall compensate the Landowner for this right at the rate of 50% of the per acre market value of the Lands, which is agreed to be: \_\_\_\_\_

(\$ \_\_\_\_\_) DOLLARS per acre, totaling \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS.

PROVIDED, HOWEVER that in exercising this right, the Company shall, in addition to the compensation payable under this Clause, pay additional compensation for damage to merchantable timber, AND FURTHER PROVIDED that the Company shall, in exercising this right, minimize the extent of trees and vegetation removed and trimmed

**7. BASIS OF ANNUAL COMPENSATION FOR STRUCTURES**

Within a reasonable time after the construction of the Transmission Line and annually thereafter during the term of this agreement, the Company shall pay to the Landowner annual compensation on the following basis:

The sum of

(a) \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS  
for each Structure to be placed on Cultivated Lands within the Right of Way, and

(b) \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS  
for each Structure to be placed on Cultivated Lands within the Right of Way, and

(c) \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS  
for each Structure to be placed on Cultivated Lands within the Right of Way.

## 8. MANNER OF PAYMENT OF ANNUAL COMPENSATION

Annual Compensation shall be paid as follows:

- (a) The obligation to pay Annual Compensation under this agreement shall terminate in the event that the Lands are no longer being used for agricultural purposes.
- (b) The Company shall not be required to issue more than one cheque for each payment of Annual Compensation. In the event that more than one person claims to be entitled to receive payment of Annual Compensation the Company may make the cheque jointly payable to all persons claiming entitlement.
- (c) If at any time while this agreement is in effect Uncultivated Lands upon which a Structure has been placed become Cultivated Lands, the Company shall pay to the Landowner additional compensation to adjust the payment of Annual Compensation upwards to the rate payable for Cultivated Lands with respect to that Structure as set forth in Clause 7 of this agreement or as otherwise established from time to time. Such adjusted Annual Compensation shall be payable from the date written notice of cultivation is received by the Company, provided, however, that cultivation has actually taken place on the Right of Way and involves operations described in the Cultivated Lands definition contained in this agreement.

## 9. REVIEW OF ANNUAL COMPENSATION

- (a) The amount of Annual Compensation payable under this agreement shall be subject to review in accordance with the provisions of the Surface Rights Act of Alberta, as amended from time to time.
- (b) The Company may review and raise the Annual Compensation at any time and from time to time.
- (c) Upon notification to the Company by the Landowner of a bona fide change in the Landowner's agricultural operations which results in a non-recurring agricultural expense or increased annual farming losses or operating costs caused by the existence on the Right of Way of the Transmission Line, the Company shall initiate a review of the compensation payable hereunder. The notification shall include written evidence to substantiate the new expenses, losses or costs incurred by the Landowner. The Company shall consider such written evidence and, if satisfied, shall revise the compensation payable hereunder. If the parties cannot agree on the revised amount of compensation payable to the Landowner, the Landowner may submit the dispute for determination by the Surface Rights Board or its successor. In the event that the Board does not have jurisdiction to decide the matter at issue the dispute shall be submitted to arbitration pursuant to the arbitration legislation then in force in the Province of Alberta.

## 10. TERMINATION OF AGREEMENT

This agreement shall cease to be of any further force or effect and neither party hereto shall have any further rights or obligations, if by the date which is the third anniversary of the date of this agreement the Company has not paid to the Landowner the compensation for the grant of right of way set out in Clause 5 hereof. If as a result of the occurrence of the foregoing, this agreement ceases to be of any further force or effect, then the Company shall forthwith execute and register such documents as may be necessary to release and discharge this agreement from the certificate or certificates of title for the Lands and upon the registration of such release or discharge, the Company shall notify the Landowner thereof.

#### 11. USE OF RIGHT OF WAY

The Company shall not fence the Right of Way or any portion thereof and the Landowner shall have free access to, and use of, the lands comprised in the Right of Way; provided, however, that such access and use in favour of the Landowner shall not in any way interfere with the Company in the exercise of any of the rights granted by this agreement nor interfere with any works of the Company situate within, upon or over the Right of Way. The Landowner shall not erect or store upon the Right of Way any building, structures, materials, agricultural products or any other obstructions that, in the opinion of the Company, may in any way interfere with the safe and efficient transmission of electric energy across the Lands or the exercise by the Company of any of its rights herein granted. Where the Company requires access through an existing fence, or a fence hereafter constructed by the Landowner, the Company shall either repair the fence or construct a gate in such fence. Such gate shall be of sufficient width to admit passage of farm equipment.

#### 12. DAMAGE PAYMENTS TO THE LANDOWNER

The Company shall be liable for physical and tangible damage done to real or personal property such as damage to the surface of the Lands, to any trees, crops or vegetation growing thereon, to livestock and to agricultural improvements, equipment and buildings owned by the Landowner or lawful occupant by reason of the exercise by the Company of any or all of the rights granted to it by this agreement. The Company shall not be liable for indirect or consequential damages nor for damage caused to the property of the Landowner by his own act or omission or by that of his servants, agents or contractors. In the event that the parties cannot agree at any time on the amount of compensation for damages payable to the Landowner hereunder, the parties shall submit the dispute for determination to the Surface Rights Board or its successor. In the event the Board does not have jurisdiction to decide the matter at issue the dispute may be submitted to arbitration pursuant to the arbitration legislation then in force in the Province of Alberta.

#### 13. RELEASE OF LANDOWNER FROM CLAIMS BY THE COMPANY

The Landowner shall not be liable to the Company for any damage caused to the Transmission Line which occurs as a result of the permitted use and occupation of the Right of Way by the Landowner or his agents, servants or contractors, excepting thereout all damage caused by the willful or grossly negligent acts or omissions of the Landowner, his agents, servants or contractors.

#### 14. INDEMNIFICATION OF THE LANDOWNER BY THE COMPANY

The Company shall indemnify and hold harmless the Landowner against all actions, suits, claims and demands made by any person or persons, in respect of any loss, injury or damage suffered by such person or persons, arising out of, or in connection with the exercise by the Company of its rights hereunder and this obligation shall survive the expiration or termination of this agreement.

#### 15. RESERVATION OF TITLE TO COMPANY PROPERTY

Notwithstanding any rule of law or equity, all property placed on the Right of Way by the Company shall, at all times, remain the property of the Company even though attached to the Lands and the Company may remove such property from the Lands at any time.

#### 16. DISCONTINUANCE AND ABANDONMENT

In the event the Company no longer requires the right to maintain Structures on the Right of Way, it shall within a reasonable period of time remove all above-ground portions of the Structures, as well as such below-ground portions as required by applicable regulatory requirements at the time of removal, and terminate all rights and obligations hereunder and thereupon this agreement shall come to an end and cease to be of any further force or effect. Upon the Company removing such Structures from the Right of Way, it shall remediate all damage to the Right of Way arising as a result of the exercise by the Company of its rights hereunder and the Company shall remove and discharge any instrument or encumbrance registered against any certificate of title to the Lands and related to its interest in the Lands.



17. NOTICES AND PAYMENTS

All notices to be given hereunder shall be in writing and all such notices and any payments to be made hereunder may be made or served personally or by post.

addressed to the Landowner at:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY THE  
MINISTER OF MUNICIPAL AFFAIRS, C/O SPECIAL AREAS BOARD

Box 820, Hanna, Alberta, T0J 1P0

and addressed to the Company at:

ATTENTION:

or at such other address of which the Landowner or the Company respectively may from time to time advise, and any such notices or payments shall be deemed to be given to and received by the addressee upon personal service or, if served by post, fourteen (14) days after mailing thereof postage prepaid.

18. RESPONSIBILITY FOR NOTIFICATION OF CHANGE OF OWNERSHIP

The Landowner shall notify the Company promptly and in writing of any change in ownership of the Lands and the Company shall be entitled to continue to make payments to the existing Landowner (prior to the change in ownership) until satisfied of the status of the new owner of the Lands. The Landowner agrees not to retain the right to annual compensation payments upon the sale of the Lands and the Company shall be entitled to make such payments to the new landowner of the Lands in full discharge of its obligations hereunder.

19. TAXES

The Company shall pay all rates and taxes that may be assessed and levied against the Company from time to time as a result of its interest in the Right of Way or as a result of its installations thereon or in connection with its operations thereon.

20. DEFAULT

Neither party shall be considered in default in performance of its obligations under this agreement, to the extent that the performance of such obligations or any of them, is delayed by circumstances which are beyond the control of the Landowner or the Company; PROVIDED HOWEVER, the Company shall not be in default in the performance of any of its covenants or obligations under this agreement until the Landowner has notified the Company of such default and the Company has failed to commence timely action to remedy the same upon receipt of such notice.

21. COVENANT RUNNING WITH THE LAND

This agreement and the rights herein granted to the Company shall run with and be annexed to the Lands and shall be of the same force and effect to all intents and purpose as a covenant running with the Lands and these presents, including all of the covenants and conditions herein contained shall be annexed to the Lands and shall extend to, be binding upon and enure to the benefit of the parties hereto, their executors, administrators, successors and assigns, as the case may be.

22. ASSIGNMENT

The Company may assign the rights acquired under this agreement to a purchaser of the Transmission Line without the consent of, and without further consideration becoming payable to, the Landowner.

23. INTERPRETATION

- a. Wherever the singular or masculine is used throughout this agreement, the same shall be construed as being plural or feminine or a body corporate, where the context might reasonably require.
- b. The titles or headings inserted herein are for the convenience of reference only and shall not affect the interpretation or construction of this agreement.
- c. In the event of any conflict between a metric and imperial expression of measurement in this agreement the metric expression of measurement shall govern.

IN WITNESS WHEREOF the Landowner has hereunto set his hand (or, if a body corporate, has hereunto caused this agreement to be duly executed by the hands of its proper officers duly authorized in that behalf) and the Company, has caused this agreement to be executed by its proper officers duly authorized in that behalf on the date first above written.

SIGNED AND DELIVERED  
by the above-named Landowner  
in the presence of

\_\_\_\_\_  
Witness  
(Print Name)  
  
\_\_\_\_\_

\_\_\_\_\_  
Landowner  
(Print Name) HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA  
AS REPRESENTED BY THE MINISTER OF MUNICIPAL  
AFFAIRS, C/O SPECIAL AREAS BOARD  
\_\_\_\_\_

Per:

Name:

Title:

Needs a signature and seal affixed