

**File No. 1682
Board Order 1682-2**

May 9, 2011

SURFACE RIGHTS BOARD

**IN THE MATTER OF THE PETROLEUM AND NATURAL GAS
ACT, R.S.B.C. AS AMENDED**

AND IN THE MATTER OF

**NE ¼ of Section 21, Township 78, Range 16, W6M, Peace River District
NW ¼ of Section 21, Township 78, Range 16, W6M, Peace River District**

(The "Lands")

BETWEEN:

SPECTRA ENERGY MIDSTREAM CORPORATION

(APPLICANT)

AND:

JOHN GASPARD VANDERHORST AND ELIZABETH ANN VANDERHORST

(RESPONDENTS)

BOARD ORDER

On the application of the Applicant, Spectra Energy Midstream Corporation, and with the consent of the Respondents, John Gaspard Vanderhorst and Elizabeth Ann Vanderhorst, and pursuant to section 155 of the *Petroleum and Natural Gas Act*, the Board rescinds its Order of December 23, 2010 and substitutes that Order with the Order below to reflect a change to the right of way and temporary workspace area required by the Applicant.

The Board acknowledges receipt of the required security deposit and understands the partial payment of \$4,000.00 to have been made to the Respondents.

ORDER

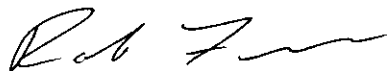
The Board's Order of December 23, 2010 is rescinded and replaced with the following:

Pursuant to section 159 of the *Petroleum and Natural Gas Act*, the Board orders as follows:

1. Upon payment of the amounts set out in paragraphs 2 and 3, the Applicant shall have the right of entry to and access across the portion of the Lands shown on the Individual Ownership Plans attached as Appendix "A" to this Order for the purpose of constructing, operating, and maintaining a flow line. The Applicant's right of entry shall be subject to the terms and conditions attached as Appendix "B" to this Order.
2. The Applicant shall deliver to the Surface Rights Board security in the amount of \$5,000.00 by cheque made payable to the Minister of Finance. All or part of the security deposit may be returned to the Applicant, or paid to the Respondent, upon agreement of the parties or as ordered by the Board.
3. The Applicant shall pay to the Respondents as partial payment for compensation the amount of \$4,000.00.
4. Nothing in this order operates as a consent, permission, approval, or authorization of matters within the jurisdiction of the Oil and Gas Commission.

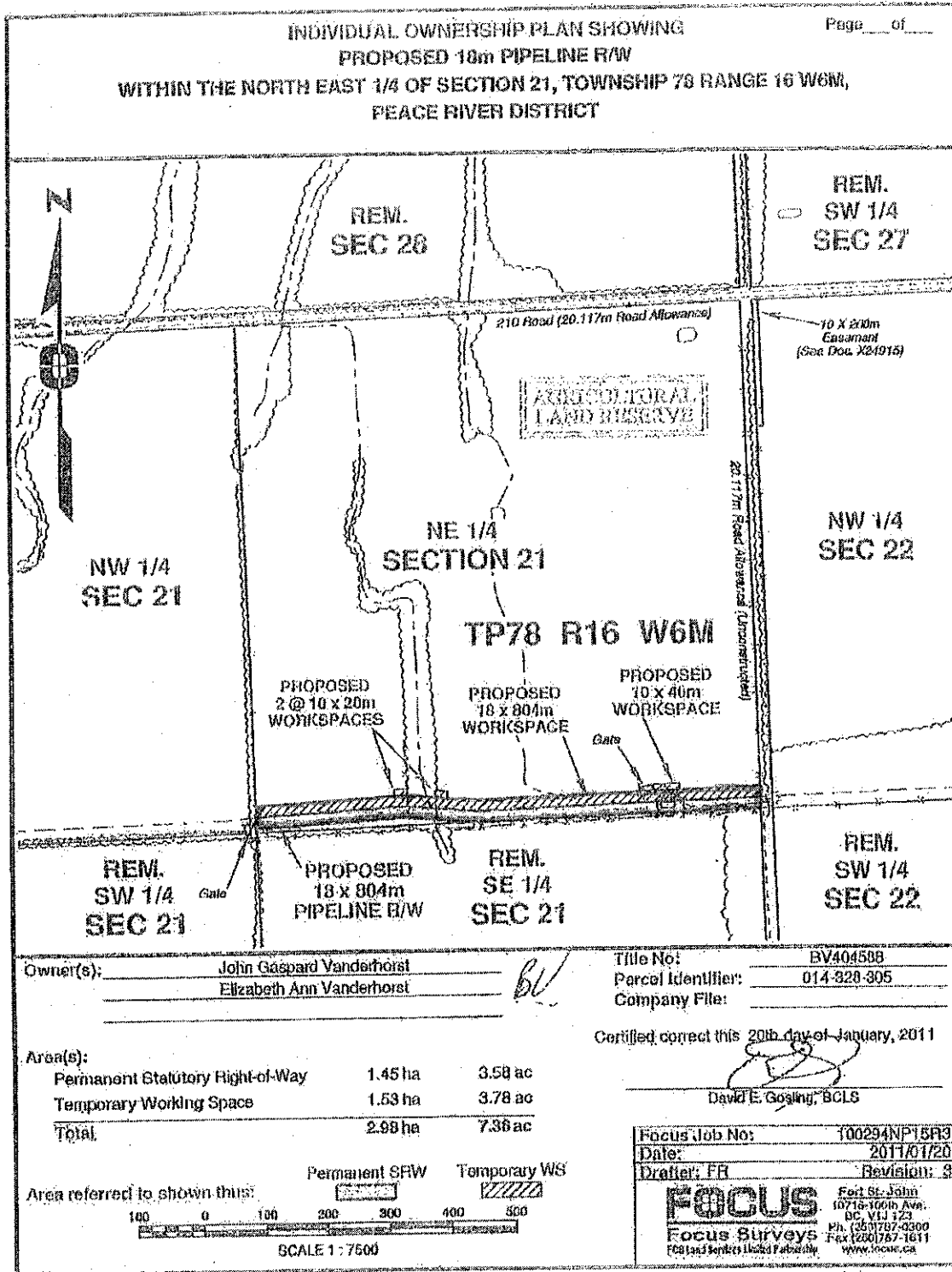
Dated: May 9, 2011

FOR THE BOARD



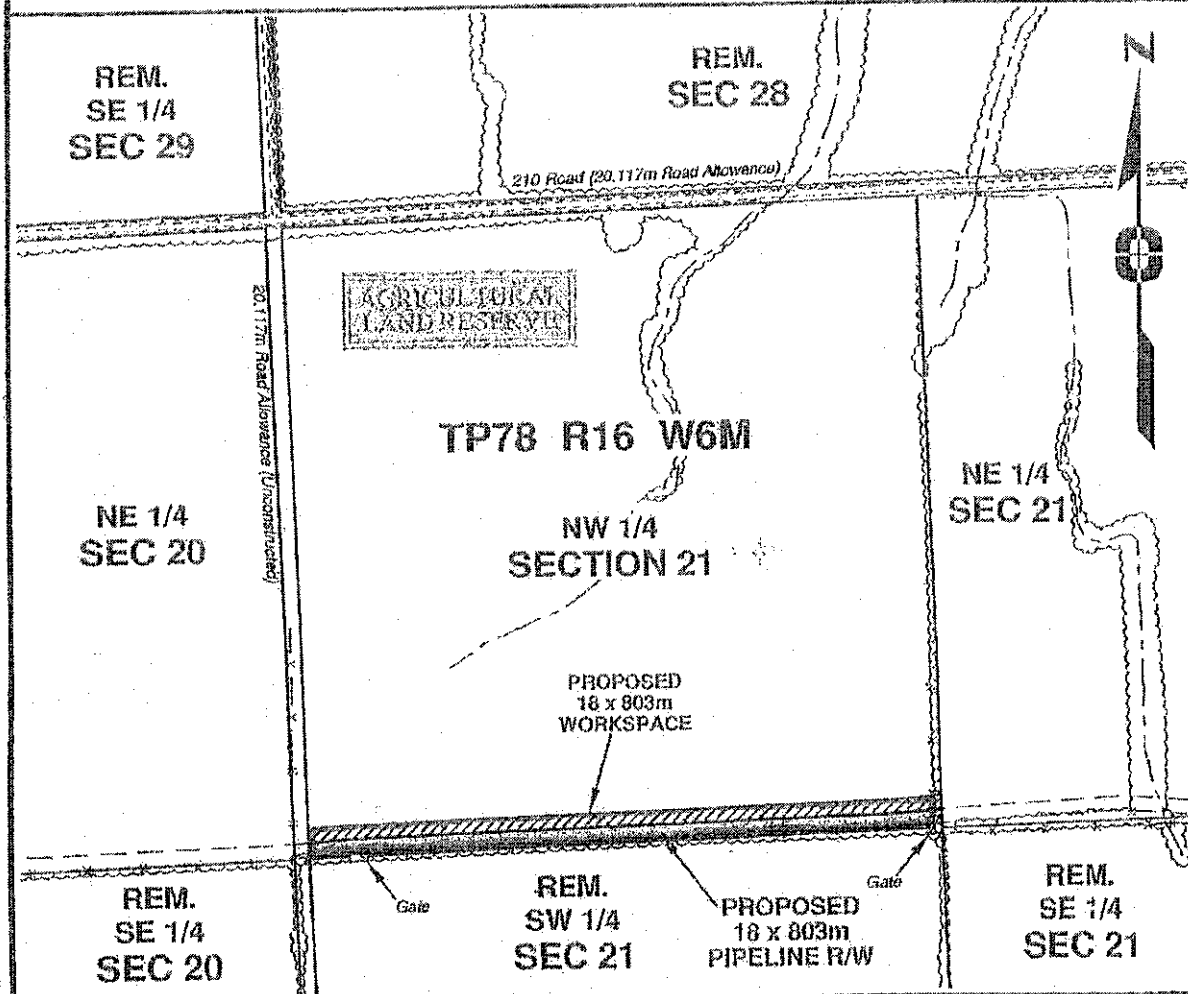
Rob Fraser, Mediator

APPENDIX "A" 1652-2




INDIVIDUAL OWNERSHIP PLAN SHOWING
 PROPOSED 18m PIPELINE R/W
 WITHIN THE NORTH WEST 1/4 OF SECTION 21, TOWNSHIP 78 RANGE 16 W6M,
 PEACE RIVER DISTRICT

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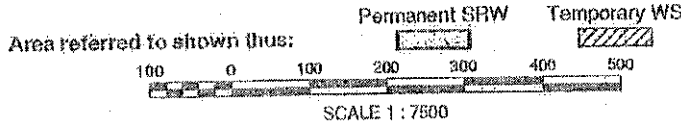


Owner(s): John Gaspard Vanderhorst
Elizabeth Ann Vanderhorst

Title No: BV404587
 Parcel Identifier: 012 867 459
 Company File: _____

Certified correct this 20th day of January, 2011

 David E. Gosling, BCLS

Area(s):	ha	ac
Permanent Statutory Right-of-Way	1.45	3.58
Temporary Working Space	1.45	3.58
Total	2.90	7.16



Focus Job No:	100294NP14R3
Date:	2011/01/20
Drafter: FR	Revision: 3

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APPENDIX "B"

CONDITIONS FOR RIGHT OF ENTRY

1. Spectra will contact the landowner prior to commencing construction of the flow line on the Lands.
2. Spectra shall make all reasonable efforts to contain its operations to the areas indicated on the individual ownership plan, including but not limited to, the travel and movement of personnel, vehicles, equipment, unless otherwise approved by the landowner.
3. Following construction, Spectra will leave the portions of the right-of-way that were previously forage or pasture land ready for seeding, and will otherwise make all reasonable efforts to ensure the right of way is left in a similar condition as the adjoining Lands.
4. Spectra shall make a reasonable effort to prevent the entry and spread of weeds on the Lands caused by Spectra's operations.
5. Should a spill, leak, break, rupture or failure occur in the flow line on the Lands, Spectra, shall, as soon as reasonably possible, notify and inform the landowner of the location of the incident and advise the landowner of the measures being taken to contain, repair, and clean up the spill, leak, break, rupture or failure. Spectra will be permitted immediate access to any of the landowner's surrounding Lands as necessary to contain, repair and clean up the spill, leak, break, rupture or failure.
6. Spectra covenants and agrees to indemnify and save harmless the landowner from liabilities, damages, costs, claims, liens, suits or actions arising directly out of Spectra's operations on the Lands, other than that arising from the willful damage or negligence of the landowner.