

File No. 1695
Board Order 1695-2

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

NW ¼ of Section 20, Township 78, Range 16, W6M, Peace River District,
except Plan A2035
NE ¼ of Section 20, Township 78, Range 16, W6M, Peace River District

(The "Lands")

BETWEEN:

SPECTRA ENERGY MIDSTREAM CORPORATION

(APPLICANT)

AND:

WESLEY RAYMOND DYCK AND SHERRY ANN DYCK

(RESPONDENTS)

BOARD ORDER

On the application of the Applicant, Spectra Energy Midstream Corporation, and with the consent of the Respondents, Wesley Raymond Dyck and Sherry Ann Dyck, 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 route of the flowline temporary workspace area, and to increase the amount of the partial payment to Respondents as a result of an increase to the surface area required by the Applicant.

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

ORDER

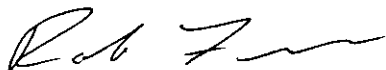
The Board's Order of December 23, 2010 is rescinded and replaced with the following:

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 \$7,000.00.
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

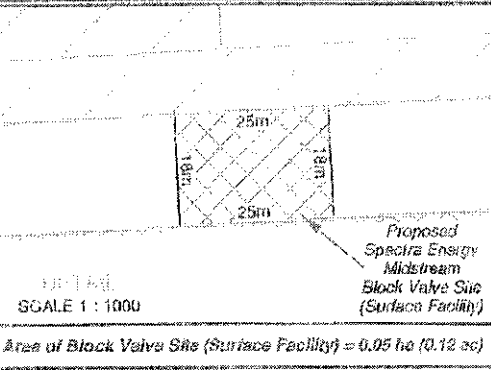
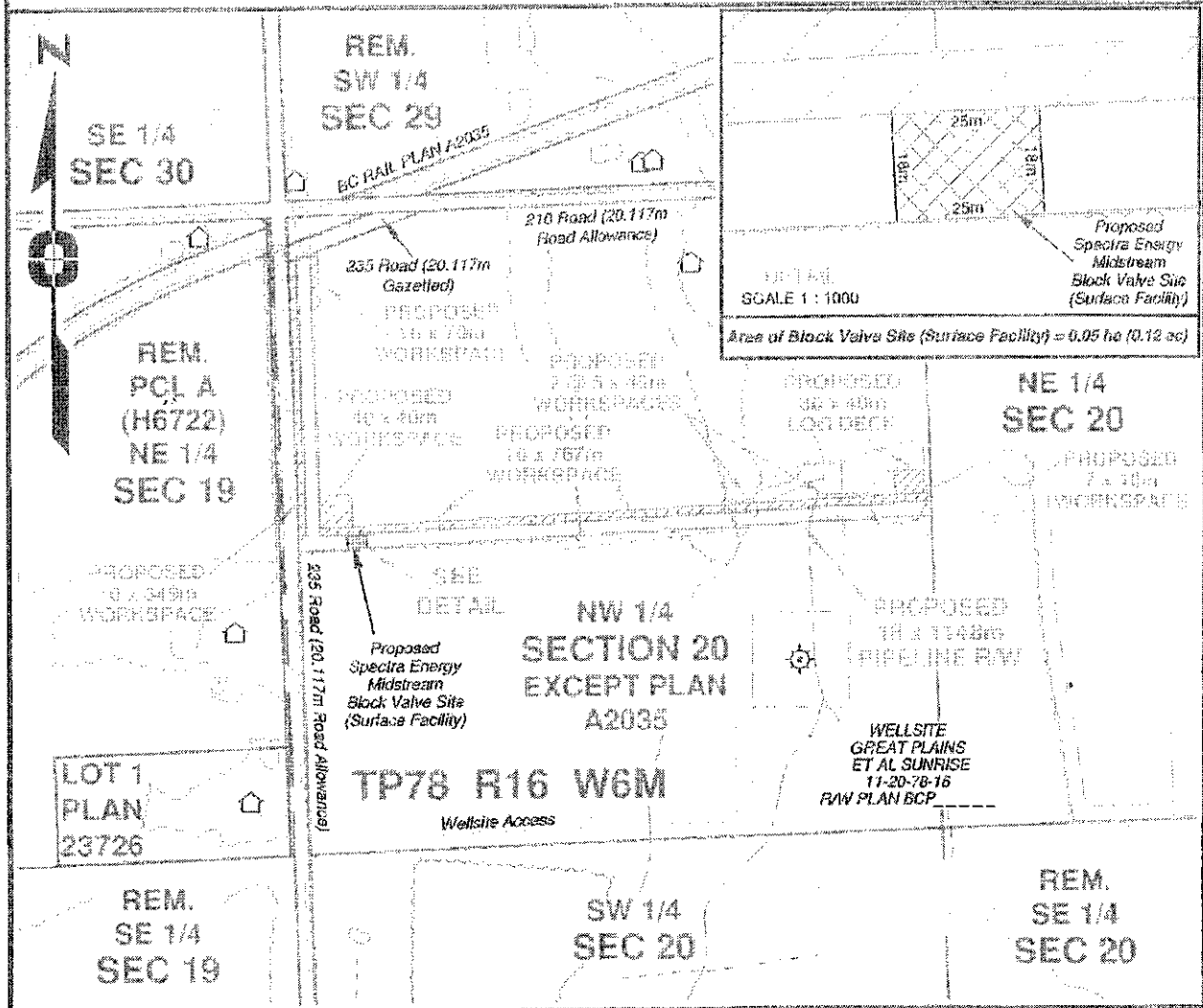
FOR THE BOARD



Rob Fraser, Mediator

APPENDIX "A" 1695-2

INDIVIDUAL OWNERSHIP PLAN SHOWING
PROPOSED 18m PIPELINE R/W
 WITHIN THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 78 RANGE 16 W6M,
 PEACE RIVER DISTRICT, EXCEPT PLAN A2035



Owner(s): Wesley Raymond Dyck
Shery Ann Dyck

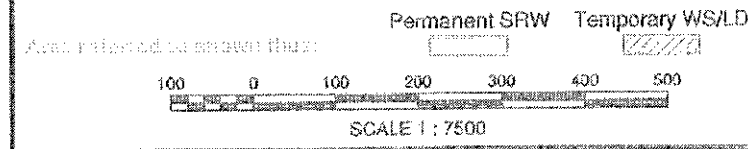
Title No: PF43080
 Parcel Identifier: 012-967-380
 Company File: _____

Certified correct this 18th day of January, 2011

Area(s):

Permanent Statutory Right-of-Way	2.07 ha	5.12 ac
Temporary Working Space/Log Deck	1.51 ha	3.73 ac
Total	3.58 ha	8.85 ac

David E. Gosing, BCLS



Focus Job No:	100294NP12R6
Date:	2011/01/18
Operator:	FR
Drawings:	6

FOCUS
 Focus Surveys
 FCB Land Survey Limited Partnership

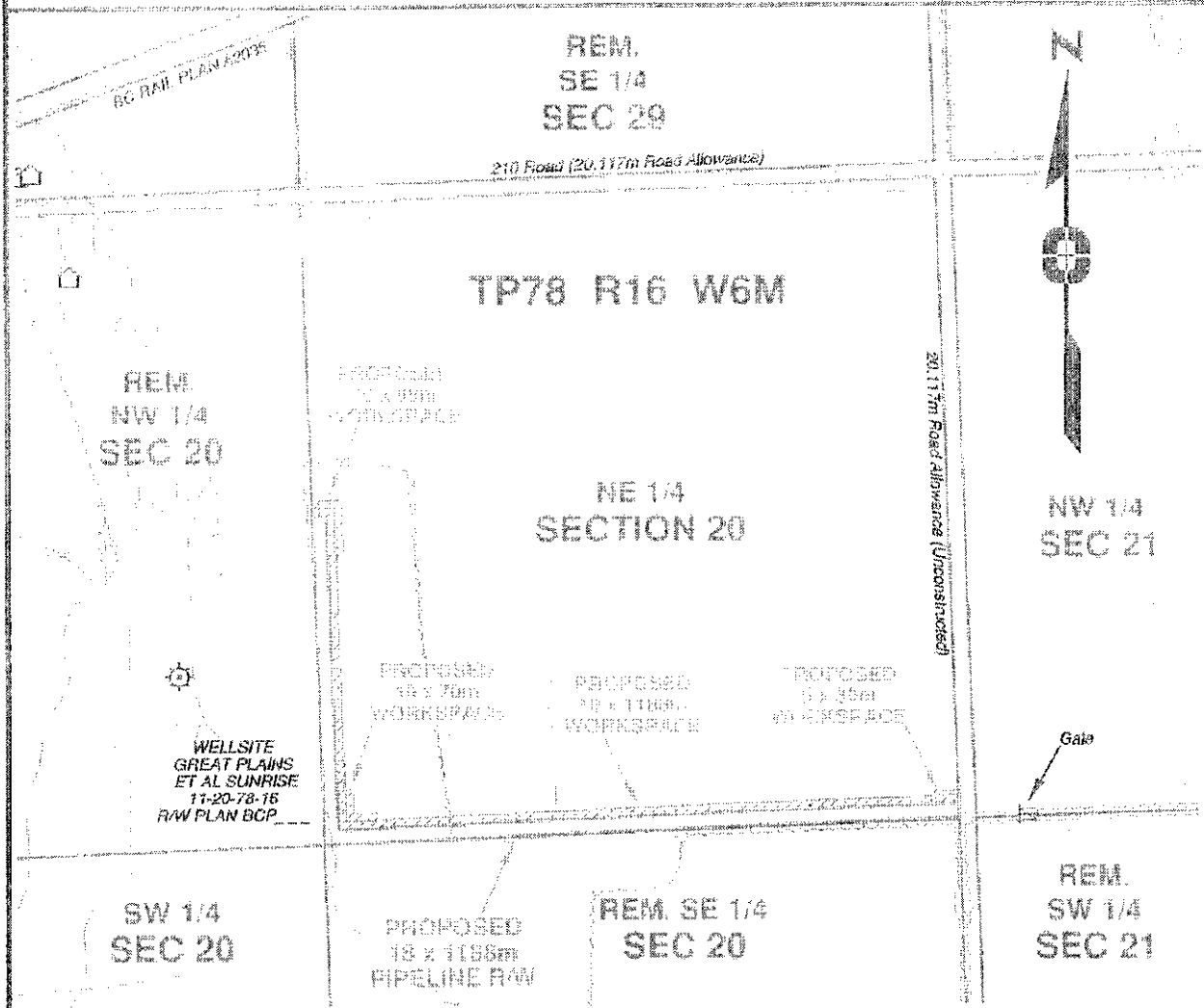
Paul St. John
 5778 162nd Ave
 St. Vrain, CO
 Ph: (350) 787-0500
 Fax: (350) 787-1011
 www.focus.ca

INDIVIDUAL OWNED LOTS PLAN SHOWING

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PROPOSED 18m PIPELINE R/W

**WITHIN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 78 RANGE 16 W6M,
PEACE RIVER DISTRICT**



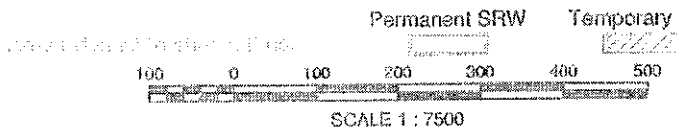
Owner(s): Wesley Raymond Dyck
Sherry Ann Dyck

Title No: PF43081
 Parcel Identifier: 012-987-408
 Company File:

Certified correct this 18th day of January, 2011

David E. Gosling, BCLS

Area(s)	Permanent SRW	Temporary WS
Permanent Statutory Right-of-Way	2.14 ha	5.29 ac
Temporary Working Space	1.37 ha	3.39 ac
TOTAL	3.51 ha	8.68 ac



Parcel Job No.	100294NP13R3
Date:	2011/01/18
District:	FR
Block:	3

FOCUS
 Focus Surveys
 FCS Land Services Limited Partnership

For: St. John
 1071E 150th Ave
 Red Deer, AB
 T4E 0R6
 Phone: (403) 241-1111
 www.focus.ca

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.