**PIPELINE SPECIAL CONDITIONS ADDENDUM**

**Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**These special conditions are attached to and form part of the pipeline right-of-way agreement on the titled property known as the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. If there is any conflict between these special conditions and any conditions or terms on the attached pipeline right-of-way agreement, these special conditions shall prevail. The words “right-of-way agreement” on this addendum can also mean “grant of easement” and or any other titled pipeline easement and or agreement. The term “Grantee” on this addendum shall include joint and several all agents, landmen, contractors, subcontractors, operators, consultants, surveyors, employees, personnel and or successor’s and assign’s of the Grantee.**

1. **This right-of-way agreement is for the construction and laying of one (1) pipeline.**
2. **The Grantee shall conduct a pre-construction assessment with proper soil sampling and analysis and provide the Grantor with a certified copy of the assessment prior to pipeline right of way construction. The Grantee shall conserve all topsoil in a good workman like manner, having regard to good soil conservation practices and any other reasonable request and or direction of the Grantor in connection therewith. All topsoil shall be conserved by the Grantee and stored on the right-of-way in such a manner as to prevent any erosion or contamination of the topsoil.**
3. **The Grantee shall contain its operations to the area within the surveyed right-of-way as approved by the Grantor, including the travel and movement of personnel, equipment, vehicles, etc.**
4. **The Grantee shall not obstruct or impede the natural drainage of the land adjacent to the right-of-way.**
5. **The Grantee shall construct and maintain such adequate fences, locking gates, and other works, as the Grantor and or the occupant may require to ensure the safety and prevent the straying of livestock during the surveying, construction, maintenance and or repairs undertaken by the Grantee in connection with the right-of-way. The Grantee shall promptly replace and or repair all fences damaged as a result of their operations, to the Grantor’s satisfaction.**
6. **The Grantee shall prevent the noxious, nuisance and restricted weeds from growing on the right-of-way. The Grantee shall not move any machinery, equipment or vehicles onto the right-of-way if such movement is likely to cause the spread of a noxious, nuisance or restricted weed or soil borne disease. The Grantee shall wash and clean all machinery, equipment and vehicles immediately prior to entry onto the right-of-way to prevent the spread of weed seeds, and or any other polluting substance and or material. The Grantee shall have the Grantor inspect the machines and equipment for cleanliness prior to entry onto the right of way.**
7. **The Grantee shall not engage in the wanton discharge of firearms on or adjoining the right-of-way, nor shall any domestic animals in keeping of the Grantee be allowed to roam at large in the area.**
8. **The Grantee shall remove all stumps, rocks, roots and other debris from the right-of-way to the Grantor’s satisfaction, after the pipeline construction is completed.**
9. **The Grantee shall prepare an adequate cultivated seed bed and if required by the Grantor plant a certified seed and establish a satisfactory perennial growth on the right-of-way, work space and any other area that was disturbed and or damaged by the Grantee.**
10. **The Grantee shall not apply any chemical, soil sterilizing material, pesticide and or herbicide onto the right-of-way without the Grantor’s written consent.**
11. **The Grantee shall not cut or damage any trees on or adjacent the pipeline right-of-way without the Grantor’s written consent. The Grantee shall pay the Grantor, $\_\_\_\_\_\_ per tree if any trees are damaged, that were designated as shelterbelt trees.**
12. **The Grantee shall salvage all merchantable timber logs, posts and firewood on the right-of-way in a manner agreeable to the Grantor for the Grantor’s use and or benefit.**
13. **The Grantee shall reclaim, restore and if required by the Grantee, reseed and establish and adequate perennial growth on the right-of-way, in a timely fashion and in accordance with proper reclamation and farming practices, by the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_.**
14. **The Grantee shall bury the pipeline to a minimum depth of \_\_\_\_\_\_\_\_\_\_\_ meters and have adequate overburden at equipment crossings.**
15. **The Grantee shall compensate the Grantor for all crop loss, adverse effect, nuisance, inconvenience and any other damages suffered as a result of the Grantee’s operations. Any crop loss and or loss of use shall be valued at a minimum of $\_\_\_\_\_\_\_\_\_ per acre per year during the continuance of this right-of-way agreement. The Grantee shall pay all legal and or consultation costs incurred by the Grantor during the acquisition of and or the continuation of this right-of-way agreement. The Grantor’s time in respect to all matters pertaining to and arising from this right-of-way agreement shall be valued at a minimum of Fifty ($50.00) Dollars per hour. The Grantee shall pay the Grantor in full within thirty (30) days of invoicing. An interest rate of three (3%) per month (36% per year) will be levied against the amount outstanding and shall be compounded monthly.**
16. **If any above ground installation is required on the right-of-way, the Grantee shall, subject to any superseding requirement of sound engineering principles, construct such above ground installation in an area where it will cause the minimum inconvenience to the Grantor’s operations. The Grantee shall adequately mark and protect such installation so it is clearly visible to the Grantor and or their employee’s.**
17. **The Grantee shall compensate the Grantor annually for any and all above ground installations on the right-of-way, by way of rental for loss of use and adverse effect. Such annual rental shall be subject to review every five (5) years.**
18. **Should a leak or break occur in the pipeline, the Grantee shall immediately notify the Grantor and the occupant of the land, of the location of the leak or break and advise the Grantor and the occupant of the measures being taken to contain, repair and or cleanup the leak, spill or break.**
19. **The Grantee shall absolve the Grantor of any and all responsibility for damages, injury, costs, claims, suits or actions arising out of the placement of any pipeline and or above ground installation and or any structure, in or on the right-of-way, and or resulting from the Grantee’s operations on or near the right-of-way.**
20. **If the Grantee for whatever reason does not contain its operations to and within the granted surveyed area of the right-of-way, then the Grantee shall pay to the Grantor, trespass charges plus damages based on at least the initial per acre land value, plus entry fee in five (5) meter width increments for the entire length of the right-of-way, plus crop loss for a minimum of three (3) years.**
21. **The Grantee shall make payment in full to the Grantor, prior to entry onto the right-of-way or if requested by the Grantor at the time of signing this agreement.**
22. **The Grantee shall not assign this right-of-way agreement, nor sublet any of the rights granted within this agreement to another operator without the Grantor’s written consent, which will not be unreasonably withheld.**
23. **The Grantee shall prior to abandonment of the right-of-way, remove all pipe, pipelines and other installations, that were installed over, under, and or through the right-of-way if requested by the Grantor.**
24. **The Grantee shall conduct a thorough multi phase environmental audit of the right-of-way and provide the Grantor with a certified copy of such audit, to certify and ensure that the entire area including the land, ground water and or water bodies immediately adjoining and or near the right-of-way is not polluted and or contaminated with any hydrocarbon materials, heavy metals, salts, hazardous chemicals, industrial wastes and or any other substance that may have been transported by the pipeline, prior to the abandonment of the pipeline.**
25. **The Grantee shall discharge and remove all liens they may have registered, from the Grantor’s land title upon pipeline delicensing and or abandonment.**
26. **The Grantee shall obtain, secure and annually maintain an adequate performance bond in favor of the Grantor, to ensure the Grantee’s compliance with all these conditions, including the timely satisfactory reclamation and restoration of the right-of-way and or any adjacent lands damaged or disturbed by the Grantee and or its agents etc.**
27. **Other.**

**GRANTEE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ GRANTOR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**and or agent of the Grantee. and or agent of the Grantor or Grantor’s**