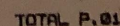


TO 985338074B

P.01




07/24/2007 TUE 16:29 [JOB NO. 7309] 0003

[illegible]

x 146 EXISTING ELEVATION

146 PROPOSED ELEVATION

 SLOPE

ALL ELEVATIONS IN CENTIMETERS

TC Energy
P.O. Box 1000, Station M
450 - 1 Street S.W. Calgary, AB Canada, T2P 5H1
tel 1.877.872.5177
web www.tcenergy.com
email crossings@tcenergy.com



December 1, 2021

VIA EMAIL: construction@jamesonpool.com

Sonia Lancione
119 Fernlea Crescent,
Oakville, ON L6H 6B3

Dear Ms. Lancione:

RE: TransCanada PipeLines Limited's MLV 206 to 206A Line 200-2 (NPS 36)
CONSENT TO INSTALLATION OF STRUCTURE CAUSING A GROUND DISTURBANCE WITHIN THE
PRESCRIBED AREA OUTSIDE RIGHT-OF-WAY ("CONSENT")
Location: 119 Fernlea Crescent, Lot 62, Plan 20M-564, Town of Oakville, Ontario, approx. GPS
43.47445, -79.71759
Your File: N/A
Our File: 5-73 (D-31060-1)

**THIS CONSENT EXPIRES TWO (2) YEARS FROM THE DATE ABOVE IF THE INSTALLATION OF THE
STRUCTURE HAS NOT BEEN COMPLETED.**

1. In this Consent:

- a. **"Applicant", "you" or "your"** means **Sonia Lancione** and any of the Applicant's contractors, sub-contractors, agents or representatives;
- b. **"Company's Facility"** means a pipeline - including all branches, extensions, tanks, reservoirs, storage or loading facilities, pumps, racks, compressors, interstation communication systems, real or personal property, or immovable or movable, and any connected works – that connects at least two provinces or extends beyond the limits of a province, that is used or is to be used for the transmission of oil, gas or any other commodity. It does not however include a sewer or water pipeline that is used or is to be used solely for municipal purposes;
- c. **"Ground Disturbance"** means any work, operation or activity that results in an addition to or reduction of the earth cover on the ground, including but not limited to excavating, digging, trenching, plowing, ditching, boring, drilling, tunneling, quarrying, grading, leveling, removing peat, clearing, pounding posts, augering, backfilling, blasting, and stripping topsoil but does not include the installation of survey flags;
- d. **"Pipe"** means a pipe that is part of a pipeline and that is used or is to be used for the transmission of hydrocarbons and any other commodity;
- e. **"Prescribed Area"** means the area that extends 30 metres perpendicularly on each side of the centreline of the Company's Pipe; and
- f. **"Right-of-Way"** means (i) the easement or right-of-way held by the Company within which the Company's Facility is located; or (ii) where the Company does not have a registered easement or right-of-way for its Facility within a crossing area (such as may be the case where the Company's Facility crosses a road or railway), means the corridor of land as wide as the registered easement or right-of-way held by the Company on either side of the crossing area.

Ground Disturbance

2. Further to your request dated November 17, 2021 ("**Request**"), **TransCanada PipeLines Limited ("Company")** consents to your proposed installation ("**Structure**") causing a Ground Disturbance within the Prescribed Area but outside the Right-of-Way at the location noted above and as shown on the surveys, sketches or drawings attached hereto subject to the following:

- a. the Ground Disturbance is confined to the area within the Prescribed Area as indicated on the survey, sketch or drawing attached hereto;
- b. you provide **three (3) business days' notice** to Company's field representative (the "**Company's Field Representative**") prior to the commencement of any work or activities that involve any Ground Disturbance within the Prescribed Area;
- c. you make a locate request through the applicable one-call or notification centre at www.clickbeforeyoudig.com a minimum of **three (3) business days** before the day on which work or activities that involve any Ground Disturbance within the Prescribed Area are to start;
- d. you do not begin any Ground Disturbance until the Company's Field Representative has:
 - i. located and marked the location of Company's Facility, including where applicable the location of the Prescribed Area and Right-of-Way, with suitable markings; and
 - ii. provided you with Company's *Stakeout Report and Ground Disturbance Approval* form in the field and clearly outlined the significance and meaning of the markings, which you acknowledge with a signature;
- e. you maintain the markings placed by the Company's Field Representative and if you or the Company determine at any time that the location of the markings is not accurate or that the markings are no longer in place, you cease all work and activities until the Company's Field Representative has re-located and re-marked the location of the Company's Facility with suitable markings;
- f. **you do not enter onto or cause a Ground Disturbance within the Company's Right-of-Way at any time without a separate written consent by the Company;**
- g. you ensure that the Ground Disturbance contemplated in your Request is carried out in accordance with any technical details you have set out in your Request and is the only Ground Disturbance you carry out within the Prescribed Area;
- h. you ensure that the activity contemplated in your Request is completed within two years after the day on which this Consent is dated;
- i. you follow the instructions of the Company's Field Representative regarding the procedures that are to be followed during the activity and that relate to the pipeline's safety and security;
- j. you do not excavate within five (5) metres of the Pipe without fully exposing the Pipe, at your cost, by either hand digging or hydrovac;
- k. you do not conduct any mechanical excavation within 1.5 metres of the Pipe; and
- l. you ensure no damage occurs to the Company's Facility. In the event any contact is made with the Company's Facility or its coating, all activities must immediately stop, and you must notify the Company immediately. Any repairs that are necessary to the Company's Facility will be carried out by the Company at the Applicant's cost.

Municipal Approval and Setbacks

3. You shall obtain any and all necessary approvals from the local municipality and ensure the installation of the Structure complies with any setbacks prescribed by said municipality.
4. Where no municipal setback exists, you ensure the Structure maintains a minimum separation distance of **1.524 metres** from the edge of the Company's Right-of-Way.

Liability

5. You shall be liable to the Company for any loss, damage or expense the Company may suffer, sustain, pay or incur by reason of any of your acts or omissions in respect of, or caused by, the Ground Disturbance within the Prescribed Area or any associated activities contemplated within this Consent. The obligations in this paragraph survive the expiry of this Consent.

6. This Consent together with any information provided to you by the Company's Field Representative constitutes the Company's safety practices, provided to you in writing, to be followed while working within the Prescribed Area and in the vicinity of the Company's Pipeline(s).
7. The Company Field Representative's contact information is as follows:
- Name: Mark O'Connell
Title: Pipeline Technician
Telephone: 289-260-3514 (Cell)
Email: markoconnell@tcenergy.com
8. In case of an emergency you shall call the number listed below as soon as possible:
- In Case of Emergency: 1-888-982-7222**
9. For our records, please sign and return a copy of this Consent to crossings@tcenergy.com. While you have been asked to sign this Consent, if you commence any activities in relation to this Consent you will be deemed to have accepted and agreed to the terms and conditions of this Consent.


Yours truly,

TransCanada PipeLines Limited

DocuSigned by:
Per: Echo Chapman Echo Chapman
079548D1D3E84E3... **Authorized Signatory**

DocuSigned by:
Per: Kristine Koch Kristine Koch
89484C7B28AC43C... **Authorized Signatory**

For internal use only:

Standard Form	D5 	
Non-Standard Form Approved as to Form and Content	Business	Legal

I, Sonia Lancione, acknowledge and agree to the terms and conditions herein this ____ day of

Feb, 18, 2022.


Sonia Lancione

TC Energy
P.O. Box 1000, Station M
450 - 1 Street S.W. Calgary, AB Canada, T2P 5H1
tel 1.877.872.5177
web www.tcenergy.com
email crossings@tcenergy.com



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Yours truly,

TransCanada PipeLines Limited

DocuSigned by:
Per: Echo Chapman Echo Chapman
079548D1D3E84E3... **Authorized Signatory**

DocuSigned by:
Per: Kristine Koch Kristine Koch
89484C7B28AC43C... **Authorized Signatory**

For internal use only:

Standard Form	D5 	
Non-Standard Form Approved as to Form and Content	Business	Legal

I, Sonia Lancione, acknowledge and agree to the terms and conditions herein this ____ day of

Feb, 18, 2022.


Sonia Lancione