



LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0020 146 684        4;26;37;13;SE                      172 118 725 +1

LEGAL DESCRIPTION  
MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: RED DEER COUNTY

REFERENCE NUMBER: 042 321 188

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| REGISTERED OWNER(S) |            |                  |      |       |                |
|---------------------|------------|------------------|------|-------|----------------|
| REGISTRATION        | DATE (DMY) | DOCUMENT         | TYPE | VALUE | CONSIDERATION  |
| 172 118 725         | 15/05/2017 | TRANSFER OF LAND |      |       | SEE INSTRUMENT |

OWNERS

1593113 ALBERTA LTD.  
OF BOX 265  
VULCAN  
ALBERTA T0L 2B0

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ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION | DATE (D/M/Y) | PARTICULARS  |
|--------------|--------------|--|
| NUMBER       |              |  |
| 5723SZ       | 24/01/1972   | EASEMENT<br>"EXTENDED BY UNDER SECTION 36 OF THE WATER<br>RESOURCES ACT"   |
| 842 234 749  | 29/10/1984   | UTILITY RIGHT OF WAY<br>GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY<br>LIMITED.<br>" AFFECTS PART OF THIS TITLE " |

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ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 172 118 725 +1

## REGISTRATION

| NUMBER      | DATE (D/M/Y) | PARTICULARS   |
|-------------|--------------|---|
| 942 322 190 | 18/10/1994   | CAVEAT<br>RE : SURFACE LEASE<br>CAVEATOR - EXORO ENERGY INC.<br>630, 999 - 8TH STREET SW<br>CALGARY<br>ALBERTA T2R1J5<br>(DATA UPDATED BY: TRANSFER OF CAVEAT<br>052428703)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT<br>072290335) |
| 032 092 347 | 14/03/2003   | CAVEAT<br>RE : RIGHT OF WAY AGREEMENT<br>CAVEATOR - EXORO ENERGY INC.<br>630, 999 - 8TH STREET SW<br>CALGARY<br>ALBERTA T2R1J5<br>(DATA UPDATED BY: TRANSFER OF CAVEAT<br>072290311)  |
| 032 306 110 | 20/08/2003   | CAVEAT<br>RE : SURFACE LEASE UNDER 20 ACRES<br>CAVEATOR - EXORO ENERGY INC.<br>630, 999 - 8TH STREET SW<br>CALGARY<br>ALBERTA T2R1J5<br>(DATA UPDATED BY: TRANSFER OF CAVEAT<br>072290312)  |
| 172 065 132 | 11/03/2017   | EASEMENT<br>"AS TO PART DESCRIBED, FOR THE BENEFIT OF<br>7-37-25-4"   |
| 192 173 337 | 22/07/2019   | MORTGAGE<br>MORTGAGEE - FARM CREDIT CANADA.<br>2ND FLOOR, 12040-149 STREET NW<br>EDMONTON<br>ALBERTA T5V1P2<br>ORIGINAL PRINCIPAL AMOUNT: \$2,000,000   |
| 212 065 597 | 18/03/2021   | CONSERVATION EASEMENT<br>GRANTEE - DUCKS UNLIMITED CANADA.<br>17504 111 AVE<br>EDMONTON<br>ALBERTA T5S0A2   |
| 212 065 598 | 18/03/2021   | POSTPONEMENT<br>OF MORT 192173337<br>TO CONE 212065597  |

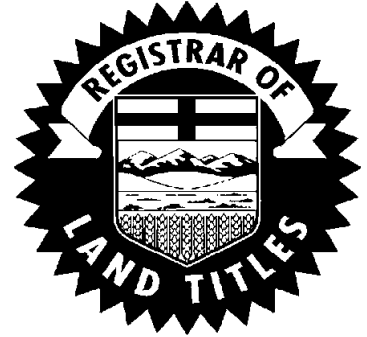
( CONTINUED )

TOTAL INSTRUMENTS: 009

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 2 DAY OF  
JANUARY, 2024 AT 07:39 A.M.

ORDER NUMBER: 49226662

CUSTOMER FILE NUMBER: clhbid/gk



\*END OF CERTIFICATE\*

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THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**5723SZ**

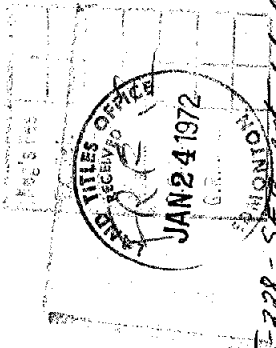
**ORDER NUMBER: 49226755**

**ADVISORY**

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5723 S.Z.



55-E-228 - 5273 returned by  
194-A-209-1503 subject to  
Wm. Kammerer to [unclear]  
TNR

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the North Alberta Land Registration District at Edmonton, in the Province of Alberta at 10:16 o'clock A.M. on the 21 day of January A.D. 1972, Number 5723  
Book 5723, Folio 177  
J. G. [unclear] Registrar  
N.A.L.R.D.

Dept Encasement  
X

JAN 19 1972



## DEPARTMENT OF THE ENVIRONMENT

# CERTIFICATE

issued under Section 36 of

## The Water Resources Act

To the Registrar of the

North Alberta

Land Registration District:

I, Walter Solodzuk, Chief Engineer, appointed under the authority of

The Water Resources Act, DO HEREBY CERTIFY as follows:

1. That on the 2nd day of December 19 71,

a licence was issued under the authority of section 35 of the said Act to

Charles E. Bouldingof Red Deer, in the Province of Alberta.2. That the licensee's works are constructed on the South-eastQuarter of Section 13, Township 37, Range 26, West of the 4th Meridian.3. That the said works will affect the following lands:  
Legal subdivision three (3) of theSouth-west quarter of section thirteen (13),Township thirty-seven (37),Range twenty-six (26),West of the fourth (4th) meridianExcepting thereout all mines and mineralsas shown by a plan filed in the Department of the Environment, Edmonton, Alberta, as No. 13399-1DATED at Edmonton, Alberta this 13th day of January, 19 72

Signed by the above named

in the

presence of

A. G. Tilley

Chief Engineer, Water Resources

A F F I D A V I T O F E X E C U T I O N

CANADA ) I Anna C. Tilley  
)  
)  
PROVINCE OF ALBERTA ) of Edmonton  
)  
)  
TO WIT ) in the Province of Alberta  
Make oath and say

1. That I was personally present and did see Walter Solodzuk named in the hereto annexed Instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said Walter Solodzuk and he is in my belief of the full age of twenty-one years.

SWORN before me at the City )  
)  
of Edmonton in the Province )  
)  
of Alberta this 13th day )  
)  
of January A.D., )  
)  
19 72. )

*Anna C. Tilley*.....

*Lucien Solodzuk*  
A Commissioner for Oaths in and for the  
Province of Alberta

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**942322190**

**ORDER NUMBER: 49271939**

**ADVISORY**

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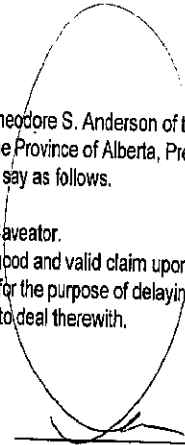
Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.



CANADA )  
PROVINCE OF ALBERTA ) I, Theodore S. Anderson of the City of Calgary,  
TO WIT: ) in the Province of Alberta, President, make oath  
and say as follows.

1. I am the agent for the above-named Caveator.
2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the City of )  
Calgary, in the Province of Alberta, )  
this 14th day of October, 1994 )

  
\_\_\_\_\_  
Theodore S. Anderson, P.Ag.

  
\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta

A Commissioner for Oaths in and for the Province of Alberta

LESLIE MULLEN  
My Commission Expires February 21, 1996

*ed*  
*e/e*

942322190 REGISTERED 1994 10 18  
CAVE - CAVEAT  
DOC 2 OF 2 DRR#: 4154963 ADR/GKLUKUS  
LINC/S: 0023080245 0020146684

*Caveat Forbidding Registration* File No. L-1127-94(b)

To the Registrar of the North Alberta Land Registration District

Take notice that CONWEST EXPLORATION COMPANY LIMITED, of Calgary, in the Province of Alberta, a body corporate, Claim an interest by virtue of an Alberta Surface Lease dated the 13th day of October, A.D., 1994, for a wellsite known as CONWEST JOFFRE 8-13-37-26, and access thereto, comprising 10.08 acres more or less, and operations incidental thereto, between CHARLES EDGAR BOULDING and MARJORY MAY BOULDING, as Lessor, and CONWEST EXPLORATION COMPANY LIMITED, as Lessee,

IN:

FIRSTLY:  
MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SECONDLY:  
MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

as more particularly described in Certificate(s) of Title Nos. 832 091 531 A and 194K209 standing in the register in the name(s) of CHARLES EDGAR BOULDING and MARJORY MAY BOULDING, and we forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to our claim.

I APPOINT CONWEST EXPLORATION COMPANY LIMITED  
3700, 707 - 8th Avenue S.W.  
Calgary, Alberta  
T2P 1H5

as the place at which notices and proceedings relating hereto may be served.

Dated this 14th day of October, 1994.

CONWEST EXPLORATION COMPANY LIMITED  
By its agent - PIONEER LAND SERVICES LTD. ✓

Theodore S. Anderson, P.Ag.  
President

AGENT FOR THE CAVEATOR

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**032092347**

**ORDER NUMBER: 49271939**

**ADVISORY**

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CAVEAT FORBIDDING REGISTRATION

File No: ONYX-0001(01)

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that ONYX OIL & GAS LTD., a body corporate having its head office at the City of Calgary, in the Province of Alberta, claims a leasehold estate or interest in and to the undermentioned lands by virtue of an Alberta Right of Way Agreement covering less than 20 acres for a PIPELINE RIGHT OF WAY dated the 24<sup>TH</sup> day of FEBRUARY, 2003 between:

MARJORY MAY BOULDING

and the Caveator. The lands affected by the said Agreement are situated in the Province of Alberta and are described as follows:

MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

being the lands described in Certificate(s) of Title No(s): 002 170 411 +17 standing in the register in the name of:

MARJORY MAY BOULDING

and it forbids the registration of any person as Transferee or owner of, or of an instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be is expressed to be subject to its claim.

IT APPOINTS, 700, 540 – 5 AVENUE S.W., CALGARY, ALBERTA T2P 0M2, as the place at which notices and proceedings relating hereto may be served.

DATED this 10 day of March, A.D., 2003.

ONYX OIL & GAS LTD.

Stephanee Halsall  
Agent STEPHANEE HALSALL

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: )

I, STEPHANEE HALSALL, of the City of Calgary,  
in the Province of Alberta, Land Administrator,  
MAKE OATH AND SAY:

- 1. THAT I am agent for the above named Caveator.
- 2. THAT I BELIEVE THAT THE SAID Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.

SWORN before me at  
the City of Calgary in  
the Province of Alberta this  
10 day of March, 2003

Stephanee Halsall  
STEPHANEE HALSALL

A Commissioner for Oaths in and for the Province of Alberta.

CORI TIMMERMAN  
A Commissioner for Oaths  
in and for the Province of Alberta  
My Appointment Expires July 23rd A.D. 2004



032092347 REGISTERED 2003 03 14  
CAVE - CAVEAT  
DOC 1 OF 5 DRR#: 0325342 ADR/EJASA  
LINC/S: 0220148884

*Handwritten mark resembling a stylized 'S' or signature.*

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**032306110**

**ORDER NUMBER: 49271939**

**ADVISORY**

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CAVEAT FORBIDDING REGISTRATION

File No: S0301

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that ONYX OIL & GAS LTD., a body corporate having its head office at the City of Calgary, in the Province of Alberta, claims a leasehold estate or interest in and to the undermentioned lands by virtue of a Alberta Surface Lease Agreement covering less than 20 acres for a WELL SITE AND ACCESS ROAD dated the 22<sup>nd</sup> day of JULY, 2003 between:

MARJORY MAY BOULDING

and the Caveator. The lands affected by the said Agreement are situated in the Province of Alberta and are described as follows:

FIRST

MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER NORTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SECOND

MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

being the lands described in Certificate(s) of Title No(s): 002 170 411 +17 standing in the register in the name of:

MARJORY MAY BOULDING

and it forbids the registration of any person as Transferee or owner of, or of an instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be is expressed to be subject to its claim.

IT APPOINTS, #700, 540 - 5<sup>TH</sup> AVENUE S.W., CALGARY, ALBERTA T2P 0M2, as the place at which notices and proceedings relating hereto may be served.

DATED this 31 day of July, A.D., 2003.

ONYX OIL & GAS LTD.

*Stephanee Halsall*  
Agent STEPHANEE HALSALL

CANADA )  
PROVINCE OF ALBERTA ) I, STEPHANEE HALSALL, of the City of Calgary,  
TO WIT: ) in the Province of Alberta, Land Administrator,  
MAKE OATH AND SAY:

- 1. THAT I am agent for the above named Caveator.
- 2. THAT I BELIEVE THAT THE SAID Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.

SWORN before me at  
the City of Calgary in  
the Province of Alberta this  
5 day of August, 2003

*Stephanee Halsall*  
STEPHANEE HALSALL

A Commissioner for Oaths in and for the Province of Alberta

CORI TIMMERMAN  
A Commissioner for Oaths  
in and for the Province of Alberta  
My Appointment Expires July 23rd A.D. 2004



02100110

032306110 REGISTERED 2003 08 20

CAVE - CAVEAT

DOC 1 OF 1 DR# : 1058066 ADR/GPARADIS

LINC/S: 0027013432 +



**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**172065132**

**ORDER NUMBER: 49226755**

**ADVISORY**

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THIS AGREEMENT MADE this 09 day of February, 2017.

BETWEEN:

**GARY BOULDING**  
OF R.R. 4  
RED DEER  
ALBERTA T4N 5E4

(herein called the "Grantor")

- and -

**MARJORY MAY BOULDING**  
OF R.R. #4  
RED DEER  
ALBERTA T4N 5E4

(herein called the "Grantee")

AS the Grantor is the registered owner of an estate in fee simple, subject, however, to such encumbrances, liens and interest as are notified by memorandum enclosed on the Certificate of Title thereto, of the following lands in the Province of Alberta, namely:

See Schedule "A"

(herein called "the Servient Lands"); and

AS the Grantee is the registered owner of the following lands, in the Province of Alberta namely:

See Schedule "A"

(herein called "the Dominant Lands")

As the Grantor has agreed to grant an easement or right-of-way to the Grantee over a portion of the Grantor's lands in accordance with the provisions herein contained;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the parties hereto agree as follows:

1. In consideration of this agreement and of the payment of the sum of \$1.00 by the Grantee to the Grantor (the receipt of which sum is hereby acknowledged by the Grantor), the Grantor hereby grants, transfers and conveys unto the Grantee, its successors in title of and to the Dominant Lands and their servants, agents and contractors, the free and uninterrupted rights, licence, liberty, privilege and easement to enter upon and use that portion of the Grantor's lands, namely:

**The most southerly 30 metres in perpendicular width throughout the SW ¼ Sec 13, Twp. 37, Rge. 26 W.4Mer and the SE ¼ Sec 13, Twp. 37, Rge. 26 W.4Mer  
Excepting thereout all Mines and Minerals**

(herein called "the said easement")

for the construction, laying down, maintenance, operation, repair and if necessary, removal and reconstruction, of an Access, through, under, along and across the said easement, and the Grantor further grants, transfers and conveys unto the Grantee, its successors and assigns, a free and uninterrupted right-of-way and easement for ingress, egress, and regress to the said easement for all purposes incidental to the grant.

2. The Grantor covenants and agrees that it will not place, erect, build, or cause, permit or allow to be placed, erected, or built upon the said easement any building or structure whatsoever, nor shall it plant, or cause, permit or allow to be planted any tree which will in any way prevent or hinder the exercise of the rights herein granted to the Grantee.
- 3, The Grantee covenant and agree to indemnify and save harmless the Grantor from and against all liabilities, damages, costs, claims, suits or actions arising out of any damage to property or any injury to any person or persons occurring as a result of or related to the existence of the said easement.
4. The term of the easement shall commence as of the day and year first above written and shall run in perpetuity.
5. This agreement may be assigned in whole or in part as to all or any portion of the right, licence, liberties, privileges, and easements hereby granted.
6. The said easement and this agreement shall be of the same force and effect, to all intents and purposes, as a covenant running with the Grantor's lands and shall inter alia be capable of registration as an easement pursuant to the *Land Titles Act* of the Province of Alberta and these presents, including all of the covenants and conditions herein of the heirs, executors, administrators, successors, assigns and successors in title of the Grantor and Grantees respectively.
7. That wherever the singular or masculine pronouns are used throughout this agreement, the same shall be construed as meaning the plural, the feminine or the neuter where the context or parties so require.

IN WITNESS WHEREOF the Grantor and the Grantee have executed this agreement this 09 day of February, 2017.

Kobbenhoff

Witness

✓ [Signature]

**GARY BOULDING**  
(Grantor)

Kobbenhoff

Witness

✓ M. M. Boulding

**MARJORY MAY BOULDING**  
(Grantee)

SCHEDULE "A"

GRANTOR

MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

AND

MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

GRANTEE

FIRST  
MERIDIAN 4 RANGE 25 TOWNSHIP 37  
SECTION 7  
QUARTER NORTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SECOND  
MERIDIAN 4 RANGE 25 TOWNSHIP 37  
SECTION 7  
QUARTER NORTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

THIRD  
MERIDIAN 4 RANGE 25 TOWNSHIP 37  
SECTION 7  
QUARTER SOUTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

FOURTH  
MERIDIAN 4 RANGE 25 TOWNSHIP 37  
SECTION 7  
QUARTER SOUTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

FORM 31

LAND TITLES ACT  
(Sections 151 and 152)

AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

I, Kenneth A. Pottenroth of Lacombe, in  
the Province of Alberta make oath and say:

1. I was personally present and did see MARJORY MAY BOULDING who is known to me to be the person named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see MARJORY MAY BOULDING who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duly sign the instrument;

2. The instrument was signed at Red Deer, in the Province of Alberta and I am the subscribing witness thereto;
3. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

Sworn before me at Red Deer  
in the Province of Alberta  
this 9 day of February  
2017.

K. Pottenroth  
(Signature)

M. Langbroek  
A Commissioner for Oaths in and for the  
Province of Alberta

Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_ year \_\_\_\_\_

**MELODY J. LANGBROEK**  
My Commission Expires  
August 23, 20 18

FORM 31

LAND TITLES ACT  
(Sections 151 and 152)

AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

I, Kenneth A Poppenoth of Lacombe, in  
the Province of Alberta make oath and say:

1. I was personally present and did see GARY BOULDING who is known to me to be the person named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see GARY BOULDING who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duly sign the instrument;

2. The instrument was signed at Red Deer, in the Province of Alberta and I am the subscribing witness thereto;
3. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

Sworn before me at Red Deer  
in the Province of Alberta  
this 9 day of February  
2017.

Poppenoth  
(Signature)

M. Langbroek  
A Commissioner for Oaths in and for the  
Province of Alberta

Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_ year \_\_\_\_\_

MELODY J. LANGBROEK  
My Commission Expires  
August 23, 2018

DOWER  
AFFIDAVIT

I, GARY BOULDING of RED DEER in the Province of Alberta make oath and say:

1. THAT I am the Grantor named in the within instrument.

~~2. THAT I am not married.~~

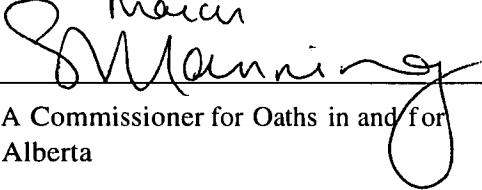
~~OR~~

2. THAT neither myself nor my spouse has resided on the within mentioned land at any time since our marriage.

~~OR~~

~~2. THAT I am married to \_\_\_\_\_ being the person who executed  
the  
Release of Dower Rights registered in the Land Titles Office  
on \_\_\_\_\_ 20 \_\_\_\_\_ as Instrument  
\_\_\_\_\_ number~~

SWORN BEFORE ME at the  
City \_\_\_\_\_ of Red Deer  
in the Province of Alberta, this 3rd  
day ~~December~~ March 2017

  
A Commissioner for Oaths in and for  
Alberta

Appointment Expires:

  
GARY BOULDING





172065132

172065132 REGISTERED 2017 03 11

EASE - EASEMENT

DOC 1 OF 1 DRR#: E09106E ADR/MCAJINDO

LINC/S: 0023176266 +

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**212065597**

**ORDER NUMBER: 49226755**

**ADVISORY**

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

**FORM 2**

**DECLARATION BY GRANTEE**

PROVINCE OF ALBERTA  
TO WIT:

IN THE MATTER of the registration of an agreement pursuant to section 33 of the Alberta Land Stewardship Act (the "agreement") affecting the land described as:

**LEGAL DESCRIPTION**

MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

MUNICIPALITY: RED DEER COUNTY

I, **DARWIN CHAMBERS**, officer of Ducks Unlimited Canada, 17504 111 Avenue, Edmonton, Alberta, T5S 0A2, Canada,

SOLEMNLY DECLARE THAT:

1. DUCKS UNLIMITED CANADA of 17504 111 Avenue, Edmonton, Alberta, T5S 0A2 is:
  - (a) a body corporate that:
    - (i) has as one of its objects the acquisition and holding of interests in land for purposes that are substantially the same as any of the purposes listed in clause 2,
    - (ii) has in its constating instrument a requirement that, on or in contemplation of the winding-up of the body corporate, all conservation easements that the body corporate holds are to be transferred to another qualified organization, and
    - (iii) is a registered charity within the meaning of the *Income Tax Act* (Canada).
2. The conservation easement to be registered by way of the agreement in respect of all or part of the land is for one or more of the following purposes:
  - (a) the protection, conservation and enhancement of the environment including, without limitation, the protection, conservation and enhancement of biological diversity;



[NO BREAK / NO DRAIN]

**CONSERVATION EASEMENT AGREEMENT**

1593113 ALBERTA LTD.  
Of Box 265  
Vulcan  
Alberta T0L 2B0

(sometimes called "you" "your" or the "Grantor") have made this Agreement with DUC,

**DUCKS UNLIMITED CANADA**

17504 - 111 Avenue  
Edmonton, Alberta  
T5S 0A2  
Phone: (780) 489-2002  
Fax: (780) 489-1856

(called "DUC")

effective the 5 of March, 2021.

**PREAMBLE - PURPOSES OF THE AGREEMENT**

The purposes of this Agreement are to:

- A. Recognize the Property as containing habitats of importance to waterfowl and other wildlife species;
- B. Grant to DUC a Conservation Easement over your Property in order to protect, conserve and, where possible, enhance the natural condition of the ecosystem of the Wetland and Upland portions of the Property for the benefit of waterfowl and other wildlife species and to protect, conserve and enhance the Biological Diversity of the environment. Your Property is described below under Section 1.9 of this Agreement;
- C. Recognize that some portions of your Property are more conducive to protection, enhancement and preservation for environmental and conservation purposes. Those portions are collectively described in this Agreement as the Habitat Area;
- D. Recognize that this Agreement will satisfy the purposes for conservation easements as set out in the Act;
- E. Recognize that the Conservation Values, attached to this Agreement as **Schedule "A"**, provide an accurate representation of the Property and the Habitat Area and that the Conservation Values will serve as an information baseline for monitoring the Property and the Habitat Area; and
- F. Set out the rights and responsibilities of each of the Parties in relation to the Property and the Habitat Area.

You and DUC agree that:

**SECTION 1 - DEFINITIONS**

The defined terms in this Agreement are:

- 1.1 "Act" means the *Environmental Protection and Enhancement Act* (RSA 2000, Chap. E-12, as amended) or any successor legislation including the *Alberta Land Stewardship Act* (SA 2009, Chap. A-26.8);
- 1.2 "Biological Diversity" means the variability among living organisms and the ecological complexes of which they are a part, and includes diversity within and between species and ecosystems;
- 1.3 "Conservation Easement" means a conservation easement granted under the provisions of the Act and as defined in the Act;
- 1.4 "Conservation Values" means the existing and future ecological, natural and aesthetic characteristics and values of the Habitat Area, including but not limited to the ecosystem of the Wetlands and Uplands, and the contribution of the Habitat Area to the protection, conservation and enhancement of the Biological Diversity of the environment, including but not limited to those characteristics and values described in Schedule "A" to this Agreement;
- 1.5 "Habitat Area" means collectively those portions of the Property described as Habitat Area in the sketch plan or plans attached to this Agreement as part of Schedule "A". The Habitat Area consists of the Wetlands and the Uplands;
- 1.6 "Improvements" means structures or improvements that DUC may make from time to time to the Habitat Area;
- 1.7 "Right of Way" means collectively oil and gas, grazing and other leases and licenses affecting the Property and also includes the placement of powerlines, pipelines and all other easements and rights of way on, in, under or above the Property;
- 1.8 "Parties" means both you and DUC;
- 1.9 "Property" means your property legally described as:

| LINC         | SHORT LEGAL   | TITLE NUMBER   |
|--------------|---------------|----------------|
| 0020 146 684 | 4;26;37;13;SE | 172 118 725 +1 |

LEGAL DESCRIPTION  
MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS  
ESTATE: FEE SIMPLE  
MUNICIPALITY: RED DEER COUNTY  
REFERENCE NUMBER: 042 321 188

AND

| LINC         | SHORT LEGAL   | TITLE NUMBER |
|--------------|---------------|--------------|
| 0023 080 245 | 4;26;37;13;SW | 172 118 725  |

LEGAL DESCRIPTION  
MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS  
ESTATE: FEE SIMPLE  
MUNICIPALITY: RED DEER COUNTY  
REFERENCE NUMBER: 042 321 187

- 1.10 "Restrictions" means the restrictions on the use of the Habitat Area and the Property as set out in Section 3 of this Agreement;
- 1.11 "Upland" or "Uplands" refers to that portion of the Habitat Area not described as "Wetland" or "Wetlands" in the sketch plan or plans attached to this Agreement as part of Schedule "A". The Uplands contain native and naturalized grasses, forbs and other herbaceous plants;
- 1.12 "Wetland" or "Wetlands" refers to that portion of the Habitat Area described as "Wetland" in the sketch plan or plans attached to this Agreement as part of Schedule "A". The Wetlands, or portions thereof, may be devoid of water from time to time;
- 1.13 All capitalized words used in this Agreement that are defined in the portion of the Act relating to conservation easements have meanings assigned in that part of the Act.

## SECTION 2 - WHAT THIS AGREEMENT DOES

- 2.1 Grant of Conservation Easement - By signing this Agreement, you agree and acknowledge that:
- (a) you hereby grant to DUC, unconditionally and irrevocably, a Conservation Easement over the Property, as set out in this Agreement (including, without limitation, the Restrictions against the Property and Habitat Area as set out in Section 3 of this Agreement);
  - (b) the Conservation Easement granted to DUC in this Agreement includes the rights and obligations set out in the Act as well as the rights and obligations set out in this Agreement;
  - (c) the Conservation Easement is granted to DUC freely and voluntarily by you without any compulsion by DUC or by any other person;
  - (d) the terms and conditions of this Agreement will be enforceable against DUC, the Grantor, their successors and assigns, and the Grantor's successors in title, regardless of whether they constitute positive or negative covenants, and whether or not DUC has, at any time, any interest in land that would be accommodated or benefited by this Agreement; and
  - (e) once registered on title to the Property, this Agreement, including the rights and Restrictions set out herein will govern the use and management of the Property and the Habitat Area and will run with the title to the Property forever, unless terminated, in accordance with the Act. This means that present and future owners of all or part of the

Property will be required to comply with the obligations of the Grantor and bound by this Agreement, including the rights and Restrictions set out in this Agreement.

Once this Conservation Easement is registered against the title of your Property at the Land Titles Office, DUC will pay you the sum of \$ 244,000.00

### SECTION 3- RESTRICTIONS ON THE PROPERTY AND THE HABITAT AREA

- 3.1 The Ecosystem - You may not damage the Habitat Area, or interfere with or negatively impact the Conservation Values in respect of the Habitat Area, without DUC's prior consent, unless you are explicitly permitted to do so under Section 4 of this Agreement, entitled "Your Rights". In order to obtain DUC's consent, you must agree to the terms of DUC's Work Consent Form in use at that time. DUC has the right to determine, acting reasonably, if there is damage, interference or negative impact.
- 3.2 Transferring Rights - The Grantor shall notify, consult and obtain permission in writing from DUC before entering into any lease, easement or Right of Way on the Property regarding exploration and extraction of mineral, oil or gas resources. Accordingly, any entry fees or surface lease rentals are payable to the Grantor. Once exploration and extraction are complete, DUC will work with the Grantor to ensure that impacts to the Habitat Area are minimized and rehabilitated (not at DUC expense) to the state they were in when this Conservation Easement was signed.
- 3.3 Building And Development - You will not cause, and will not allow the Habitat Area (or the Property if such development may potentially adversely affect the Habitat Area) to be developed or to build any structures of any kind on the Habitat Area (including, without limitation, roads, airstrips, campgrounds, trailer or mobile home parks, resort areas or wind turbines) unless you are replacing an existing structure or you have DUC's consent and have agreed to the terms of DUC's Work Consent Form in use at that time.
- 3.4 Waste Dumping - You will not dump, and you will not allow the dumping of, waste materials, non-biodegradable materials, hazardous materials, or unsightly materials, on the Habitat Area.
- 3.5 Excavation - You will not cause, and you will not allow, any excavation of any type or other alterations to the surface of the Habitat Area, unless otherwise agreed to by DUC.
- 3.6 Removal Of Land - You will not cause, and will not allow, removal of any top soil, loam, gravel, sand, rock, trees, logs or other material from the Habitat Area unless the alterations to the Habitat Area are for the purpose of creating a dugout, you have DUC's consent, and you have agreed to the terms of DUC's Work Consent Form in use at that time. In the case of a dugout, DUC will not unreasonably withhold its consent.
- 3.7 Water - You will not cause, and will not allow, the pumping of water from the Property (other than for household or livestock use), direct or indirect drainage by any means (including tile drainage), removal of water, conversion or filling of any Wetlands, or the removal of drainage plugs constructed as part of this Agreement. You will not do anything to pollute the water on the Property. Notwithstanding anything in this Agreement, you may drill a well for water on the Property for household or livestock use, provided that you first consult with DUC as to the location of the well.

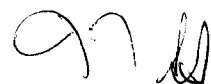


- 3.8 Alterations To Land And Soil - You will not cause, and you will not allow, any alteration to the Habitat Area, including pumping, burning, drainage, conversion, tillage of or filling in of the Wetlands or Uplands, unless you do so in the process of routine fence maintenance or fence construction.
- 3.9 Agricultural Use - Subject to the terms of this Conservation Easement, including but not limited to Section 3 hereof, you may use the Habitat Area for reasonable agricultural activities, which shall be limited to grazing and haying unless DUC determines otherwise. DUC will determine, in the exercise of its sole discretion, what constitutes a reasonable agricultural activity. In order to protect the Habitat Area, you may not till, break, clear or cultivate the Habitat Area or convert to cropland any portion of the Habitat Area. You will need the consent of DUC, and will need to agree to the terms of DUC's Work Consent Form in use at that time, before reseeding any portion of the Habitat Area. You may not apply pesticides or any other chemicals whatsoever to the Habitat Area without obtaining the consent of DUC, acting reasonably, and agreeing to the terms of DUC's Work Consent Form in use at that time. For clarity, it is DUC's intention to permit you to use chemicals to control noxious weeds on the Habitat Area, but not to permit any chemicals which will negatively affect the Habitat Area, including insecticides and fungicides.
- 3.10 Detrimental Impact - As a general rule, you will not permit actions that may have a detrimental impact on land or water located on or under the Property. DUC will determine whether or not an impact is detrimental.
- 3.11 Your Responsibility For Damage To The Property - You are not responsible if a fire, flood, earthquake, or other natural disaster causes damage to the Conservation Values in respect to the Habitat Area for which you would otherwise be responsible under subsections 3.1 – 3.10 inclusive, of this Section of the Agreement. You will be responsible to do whatever is appropriate and reasonable in the circumstances to stop and repair damage affecting the Conservation Values in respect to the Habitat Area that has been caused or that is about to be caused by any person, corporation or other entity acting without your consent, including trespassers. In any event, you will immediately inform DUC of any damage to the Conservation Values in respect to the Habitat Area.
- 3.12 Following Other Laws - Obeying any legislative or regulatory requirements does not constitute a breach of this Agreement by you.

#### SECTION 4 - YOUR RIGHTS

Under this Agreement, you retain all rights of ownership which are not expressly prohibited under Section 3 of this Agreement entitled **Restrictions on the Property and Habitat Area**. You have the rights set forth under this heading, but you must exercise these rights in accordance with applicable municipal, provincial, and federal laws, by-laws and regulations. You have the following rights:

- 4.1 Signs - You have the right to post "No Trespassing" or "No Hunting" signs, signs indicating and identifying occupancy and directional signs.
- 4.2 Access - You have the right to control access to the Property by third parties. You are responsible for any damage caused to the Habitat Area or to the Improvements DUC may have constructed on the Property and for any injuries to any person as a result of your granting access to any other party.
- 4.3 Hunting Rights and other Recreational Uses - You have the right to allow or not to allow access for the purpose of hunting. You may allow other reasonable recreational uses of the Property. If



such other recreational uses, in the reasonable opinion of DUC, have an adverse impact on the Habitat Area, then DUC may require that you stop such uses.

- 4.4 Transferring Property Ownership - You retain the right to sell or otherwise convey your interest in your Property. If you decide to transfer all or part of your interest in your Property, you must provide written notice to DUC and a copy of this Agreement to any future owner of the Property no later than thirty (30) days following registration of the future owner on title to the Property.

## SECTION 5- RIGHTS AND RESPONSIBILITIES OF DUC

In addition to the rights granted to DUC in the Act as the holder of a Conservation Easement, DUC has the following rights and responsibilities under the Agreement:

- 5.1 Change in Conservation Values - It is acknowledged by the Parties that the ecological nature and characteristics of the Habitat Area may change over time and that the Conservation Values described in Schedule "A" may need to be amended, from time to time, to reflect such change. If DUC amends Schedule "A", DUC will provide a written copy of the amended Schedule "A" to you. You will have 30 calendar days from the date that you receive the amended Schedule "A" (or are deemed to receive the amended Schedule "A" in accordance with Section 7.4 of this Agreement) to let DUC know of any objections to the amended Schedule "A" (the "Objection Notice"). If you do not file an Objection Notice within the said 30 calendar days, then you will be deemed to be in agreement with the amended Schedule "A". If you do file an Objection Notice within the 30 days, then you and DUC will negotiate, in good faith, the amendments to the Schedule "A". If you and DUC cannot reach an agreement on an amended Schedule "A" within 90 days following the date that DUC receives the Objection Notice, then the amended Schedule "A" will be determined by arbitration as set out in Section 7.5 of this Agreement.
- 5.2 Access To The Property
- (a) DUC may enter onto the Property at any time to carry out the purposes and intent of this Agreement, including but not limited to, protecting waterfowl or wildlife habitat, inspecting and maintaining water control structures, determining whether the Restrictions have been complied with and enforcing the terms of this Agreement, to review and carry out the activities, actions and steps set out in **Schedule "B"**, if any, and determine through inspection, testing or otherwise whether the Conservation Values are respected and maintained and that the purposes of the Agreement are being achieved. DUC and its agents and employees may enter onto the Property, from time to time as set out in this Section 5.2, and may bring equipment on to the Property in order to carry out its rights set out in this Agreement.
- (b) In the event that part of the Property is not Habitat Area, which part may be designated on Schedule "A" as "Non-Habitat Area", and in the event that such part of the Property is subdivided from the balance of the Property, then DUC will have, in perpetuity, a non-exclusive right, license, privilege, easement and access right-of-way in, over and through such part of the Property, to permit access to and egress from the Property and Habitat Area by DUC, its employees, agents, and contractors, with or without machinery and equipment, between the hours of 8:30 a.m. and 5:30 p.m. daily. If requested by DUC, you will enter into a separate easement agreement providing for such access, on DUC's then standard form, prepared by DUC acting reasonably.

- 5.3 Signs - DUC is permitted to pay for and erect tasteful signage on the Property indicating that DUC holds a Conservation Easement on the Property. The Parties shall agree to the size, location, and wording of the sign.
- 5.4 Expropriation - If any governmental body takes or modifies all or a portion of your Property rights (a process called expropriation), or notifies you that it will do so or plans to do so, then:
- (a) You will notify DUC as soon as possible and in any event no later than 10 days after the taking, modification, or notice from the governmental body, as the case may be; and
  - (b) You and DUC will cooperate with each other in all matters, including, without limitation, legal proceedings, so that each may receive the maximum award that it is entitled to at law. Neither party shall compromise the claim of the other party.
- 5.5 Nature of Rights and Privileges in this Agreement - Rights and privileges granted under this Agreement run with the Property and are an interest in land. DUC will register this interest against the Property at the expense of DUC. This Agreement is binding against all subsequent owners of the Property.
- 5.6 Liability - Notwithstanding the rights and obligations of DUC as set out in this Agreement, including, without limitation, Section 5.1 hereof, DUC cannot promise that it shall maintain the Conservation Values on the Property (or the Habitat Area). If in DUC's sole discretion, owing to changes in the environment (e.g., climate change, long-term changes in weather patterns, extended periods of drought) DUC will have no liability, of any kind whatsoever, to you or any other party, if the Conservation Values, whether or not amended, cannot be maintained due to these changes or if due to these changes DUC does not restore Wetlands (as set out in Section 5.7 hereof) or does not carry out the activities set out in Schedule "B" or any amendment to Schedule "B", if any, or does not carry out any of its other rights or objectives as may be set out in or implied by this Agreement.
- 5.7 Wetland Restoration - DUC has the right (but not the obligation) to take whatever steps are necessary to restore wetlands on the Habitat Area or the Property, including, without limitation, the right to construct dam(s) and other water control structures on the Habitat Area; provided that in constructing any dam or water control structure DUC first obtains all necessary approvals from the Province of Alberta. The water control structures are more specifically set out in Schedule "B".

## SECTION 6- ENFORCEMENT PROVISIONS

- 6.1 General Enforcement Provisions - The Conservation Easement may be enforced by DUC or a person appointed in accordance with the Act. The person or organization that may enforce this Agreement is referred to as the Enforcer.
- 6.2 Decision Not To Enforce - The Enforcer is not required to enforce a breach of this Agreement by you or any other party. Should the Enforcer decide not to enforce any or all of the covenants in this Agreement then DUC and the Enforcer are not liable for the decision to not enforce the covenant(s) and the Parties must still abide by the covenant that was not enforced, and the Enforcer may enforce that covenant in the future.
- 6.3 Joint And Several Enforcement - The provisions of this Agreement are enforceable jointly and severally, which means that the Enforcer may enforce the rights under this Agreement against any one of the Grantors or more than one or all of the Grantors.

- 6.4 **Multiple Enforcements** – DUC’s rights as Enforcer may be exercised from time to time, and as many times as are required.
- 6.5 **Injunctions** - The parties recognize that damages based upon market value may not be adequate or effective to compensate for destruction or restoration of the Conservation Values. Accordingly, the parties agree that:
- (a) compensation payable by you to DUC in the event of default or breach of the Agreement may be based upon market value, restoration or replacement costs, whichever, in the opinion of the Court, shall better compensate DUC; and
  - (b) without limiting the scope of the other enforcement rights available to DUC under this Agreement, DUC may be entitled to prohibitory or mandatory injunctive relief to prohibit or prevent default or the continuance of default under this Agreement or to restore the Property to the condition that existed prior to the breach and DUC shall not be obliged to provide notice to you prior to seeking or enforcing such injunctive relief.
- 6.6 **Costs** - All costs incurred by DUC in enforcing the terms of this Agreement and arising from a breach of the Agreement by you, including without limitation legal costs and expenses, and any costs of restoration required to remedy any violation of this Agreement by you, shall be paid by you to DUC. Until paid to DUC by you, such costs shall be a debt owed by you to DUC and shall be a charge upon the Property and shall be recoverable by DUC in a Court of competent jurisdiction.
- 6.7 **Nuisance** - Any violation of this Agreement may be a nuisance, and the Enforcer may exercise every remedy in law or equity against a person causing or permitting a nuisance.
- 6.8 **Notification And Remedies Of Your Breach** - If you neglect to perform your obligations under this Agreement, DUC may provide to you a notice that notifies you of your breach and notifies you of DUC’s estimated maximum costs of remedying your breach. You must remedy the breach within 30 days of receiving the notice or make other arrangements with DUC. If you do not correct the breach within 30 days, DUC may, but is not obligated to, correct the breach for you, and you must reimburse DUC for its expenses, up to the maximum in the notice. If you do not pay this amount, it will be treated as a debt due and owing by you to DUC.
- 6.9 **Compensation For Damage To The Property** - Since damages to the Habitat Area of the Property based on market value may not adequately compensate for environmental harm, if a breach of this Agreement requires you to compensate DUC, damages may be based on the cost of restoring the Habitat Area of the Property.

## SECTION 7 - GENERAL COVENANTS

- 7.1 **Publications** - DUC may publicize the existence of this Agreement and its terms and publish materials for the purposes of education.
- 7.2 **Severability** - If a covenant, easement or restriction in this Agreement is declared invalid or unenforceable, it will be severed from this Agreement, but the remaining covenants, easement and restrictions shall not terminate.
- 7.3 **Assignment Of Contractual Rights** - DUC may assign its rights under this Agreement to another Qualified Organization as designated under the Act. After DUC transfers its interest in this

Agreement, and provides you with written notice of the transfer, DUC is no longer liable for any breaches or any obligations under this Agreement.

- 7.4 Delivery Of Correspondence - Any notices, including requests for approval and replies to those requests required under this Agreement shall be personally delivered or delivered by prepaid ordinary mail or facsimile to the other party at its address. The addresses are as follows:

YOUR ADDRESS:

1593113 Alberta Ltd. (Josh Thompson)  
47 Day Close  
Red Deer, AB, T4R 2B5  
Phone (403-391-8229)

DUC'S ADDRESS:

Ducks Unlimited Canada  
17504 - 111 Avenue  
Edmonton, AB T5S 0A2  
Phone: (780) 489-2002  
Fax: (780) 489-1856

Notice is deemed to have been received at the following time:

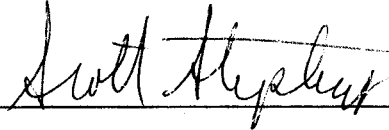
- If mailed, at the expiration of five business days after the mailing;
- If sent by fax, upon the successful completion of the transmission;
- If personally delivered, on the date it is delivered.

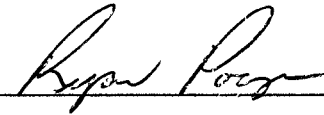
If either of the addresses change, the Parties must notify each other of the change in address.

- 7.5 Arbitration - In the case of a dispute because of this Agreement, the Parties will use arbitration or mediation under the then current *Arbitration Act* in the Province of Alberta (or such similar legislation). Each party will pay its own expenses, and will share the cost of the arbitrator. Any decision of an arbitrator will be final and binding on the Parties. The arbitrator may award costs against the Parties or either of them. The arbitration will take place in the City of Edmonton, in Province of Alberta. Nothing in this Section 7.5 or elsewhere in this Agreement limits or delays the enforcement provisions set out in Section 6 hereof and DUC has all remedies available to it (in law or equity) to enforce this Agreement as set out in Section 6 hereof without first going to arbitration.
- 7.6 Entire Agreement - This Agreement constitutes the entire agreement between the Parties with regard to the matters dealt with in this Agreement. No other understandings or agreements exist between the Parties.
- 7.7 Enduring Effect - The covenants, easements and restrictions set out in this Agreement shall be to the benefit of and be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns. If the Grantor is more than one person, then the obligations of the Grantor are joint and several.
- 7.8 Insurance - You will maintain reasonable comprehensive general liability insurance coverage in respect of your ownership and use of the Property. Each party will produce evidence of their insurance coverage to the other party within seven business days of being requested to do so by the other party.
- 7.9 Taxes And Fees - You will pay all taxes, assessments, fees, and charges levied on or assessed against the Property, (these payments are known as "Taxes"). DUC may, but does not have to,


7.16 Work Consent Form – Notwithstanding those restrictions in Sections 3.1, 3.3, 3.6 and 3.9 of this Agreement, there may be some work (the “Work”) that the Grantor may want to undertake that could be deemed contrary to the terms of the Agreement but have neutral impact to the Conservation Values or be of benefit. In DUC’s sole discretion, DUC may allow the Work upon approval of the Work Consent Form in use at that time that outlines the specific conditions of the Work. In certain cases, DUC may request that the Grantor obtain a bond to be held by DUC and returned to the Grantor upon completion of the Work.

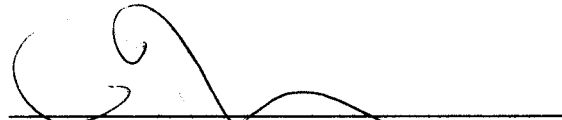
**DUCKS UNLIMITED CANADA**

Per: 

Per: 

**NAME OF GRANTOR**

  
WITNESS DARWISH CHAMBERS

  
1593113 Alberta LTD. PER: JOHN THOMPSON



advance any payment, including a payment of Taxes or a payment to obtain or maintain insurance. If DUC does make such payments, they will become a debt due and owing by you to DUC.

- 7.10 Indemnity - Except as otherwise provided in this Agreement, you indemnify and save harmless DUC and its directors, officers, employees, agents, contractors, successors and assigns from and against any and all actions, causes of action, suits, claims and demands by or on behalf of any persons or other entities arising out of or occasioned by any act, omission or negligence of you and your employees, agents and others that you allow onto the Property (collectively, "Your Agents") by reason of the performance or non-performance of the rights and obligations of you and Your Agents under this Agreement.

Except as otherwise provided in this Agreement, DUC does hereby indemnify and save harmless you and your directors, officers, employees, agents, contractors, successors and assigns from and against any and all actions, causes of action, suits, claims and demands by or on behalf of any persons, or other entities arising out of or occasioned by any act, omission or negligence of DUC and its employees and agents (collectively, "DUC Agents") by reason of the performance or non-performance of the rights and obligations of DUC and the DUC Agents under this Agreement.

- 7.11 Postponement of Prior Encumbrances - You agree to obtain, in registerable form satisfactory to DUC, a postponement to this Agreement of the rights on title and interest of each person holding any encumbrance or interest in the Property ranking prior to that hereby granted by you to DUC against the title to the Property with the exception of those encumbrances listed in the attached **Schedule "C"**, if any.
- 7.12 Amendment Of Contract - The Parties may amend any term of this Agreement by mutual consent by amendments in writing. The headings set out in this Agreement are for reference only. The statements set out in the section of this Agreement entitled, "**Purposes of this Agreement**", are a part of this Agreement.
- 7.13 No Waiver Allowed - If DUC does not enforce or if DUC waives any breach of this Agreement, DUC remains entitled to enforce a later breach or default of this Agreement. No waiver of the rights of DUC in this Agreement shall be inferred from or implied by any failure to exercise any right.
- 7.14 Applicable Law - This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Alberta.
- 7.15 Consent - In this Agreement, wherever the permission, consent or agreement of DUC is required, such permission, consent or agreement must be obtained in writing and DUC may, in its sole discretion, place conditions on any such permission, consent or agreement, including without limitation requiring the Grantor to agree to the terms of DUC's Work Consent Form in use at that time.

97 H

**SCHEDULE "A"**

**CONSERVATION VALUES**

This Conservation Easement Agreement encompasses SW13-37-26-W4 and SE 13-37-26-W4 (as shown on "Schedule A" – Property and Habitat Area Sketch Plans). The Habitat Area is located within the County of Red Deer and geographically situated east of the city of Red Deer Alberta. This area is an internationally significant area for waterfowl within the Canadian Prairie Pothole Region.

This project functions in association with other conservation projects located in the immediate vicinity and serves to add to and protect high quality Native Parkland and Wetland Habitat in an area of significant habitat loss due to wetland basin draining, parkland woodlot clearing and cropland expansion.

The Habitat Area identified on the sketch plans includes seasonal, semi-permanent Wetlands and Upland habitat. The associated eco-region vegetation includes grass species, shrubs, Saskatoon, Snowberry, Willows, Chokecherry and Aspen trees. Waterfowl, other bird, mammal and amphibian species will benefit with the conservation of this valuable Wetland and Upland habitat. This Conservation Easement is to occur in perpetuity. A total of 300.54 acres are affected by the restrictions of the Conservation Easement. The Habitat Area includes 53.91 acres of Wetlands, 100.87 acres of forest/shrub Uplands, 145.76 acres of Native Uplands.

The Property consists of 320 acres. There is 19.46 acres Non-Habitat Area.

The long-term conservation plan for this Habitat Area is for it to remain intact. Livestock grazing is the preferred management and there is to be no cultivation nor breaking of the land other than outlined in Schedule B. There is to be no wetland infilling or drainage. Maintaining a healthy, relatively weed free forage stand is envisioned in the long term. Wetland levels currently fluctuate from year to year in naturally occurring wet-dry cycles. This is a desirable ecological process and will be allowed to continue indefinitely.

The Habitat Area as shown on the sketch plans and high-resolution satellite image included in the Schedule "A" Sketch Plans accurately represents the Habitat Area described within this Agreement at the time of signing.



**PROPERTY AND HABITAT AREA - SKETCH PLANS**

**FIGURE 1-ENTIRE CONSERVATION EASEMENT AREA-SKETCH 1 WITH SATELLITE IMAGE**

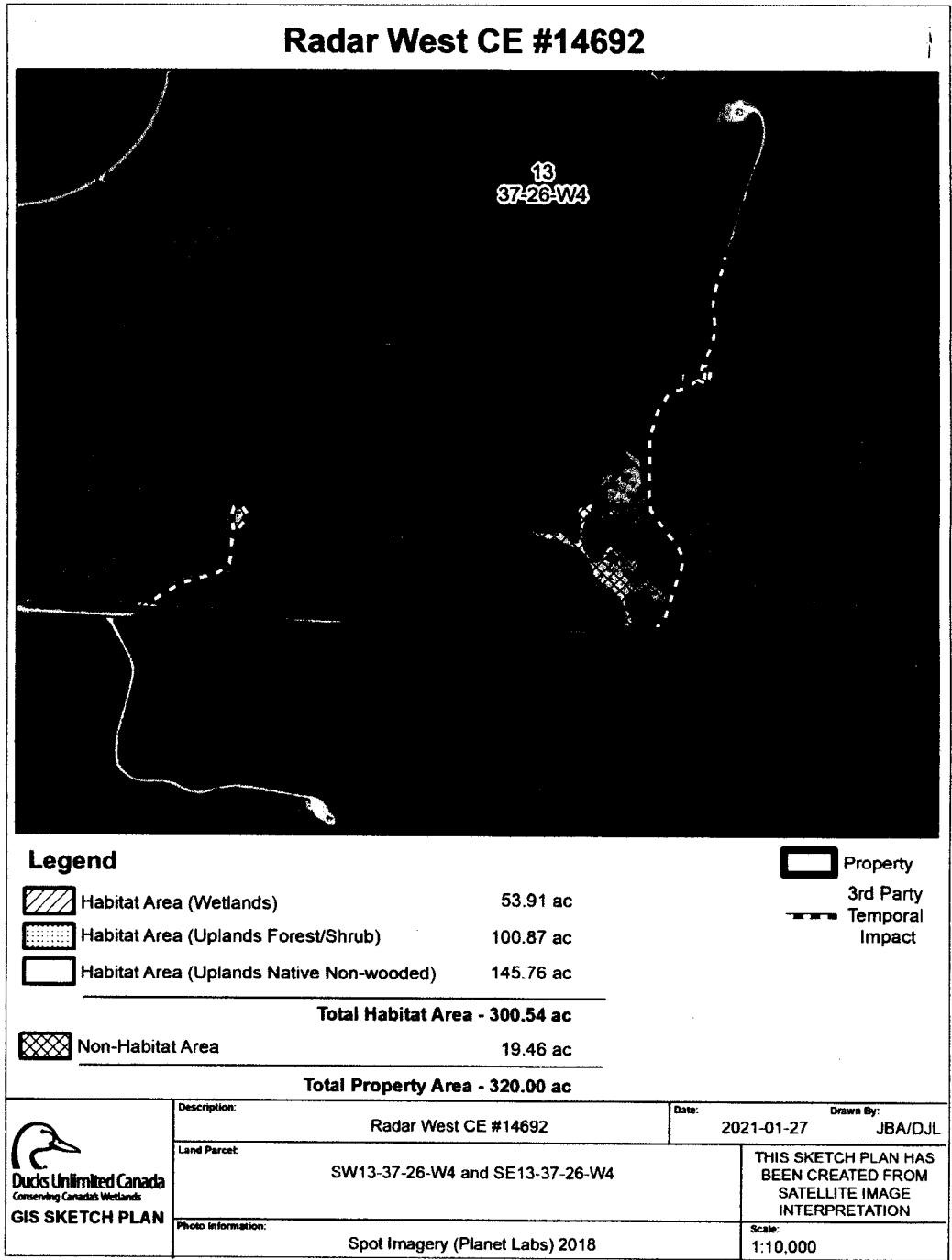
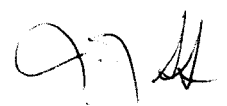
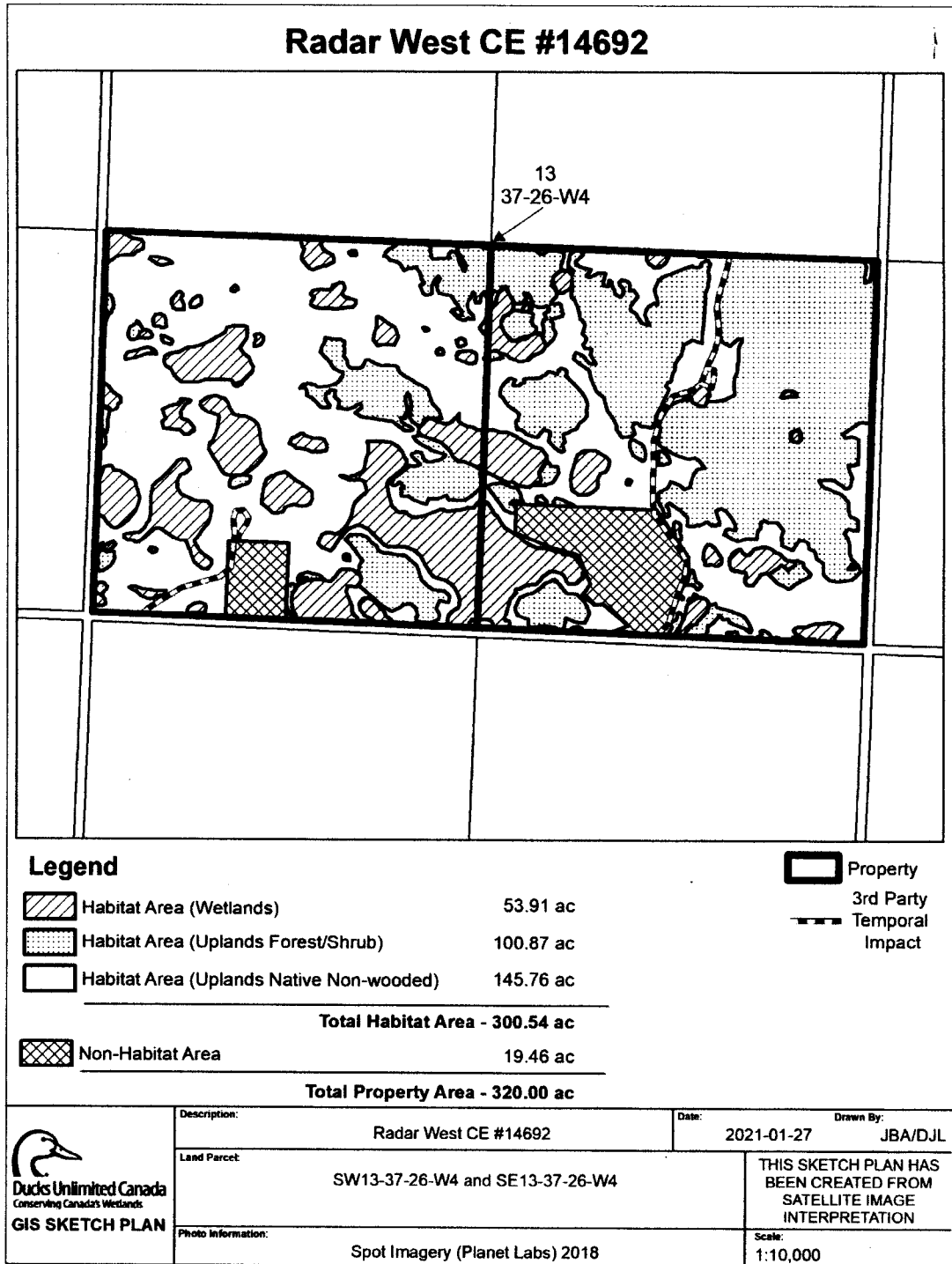
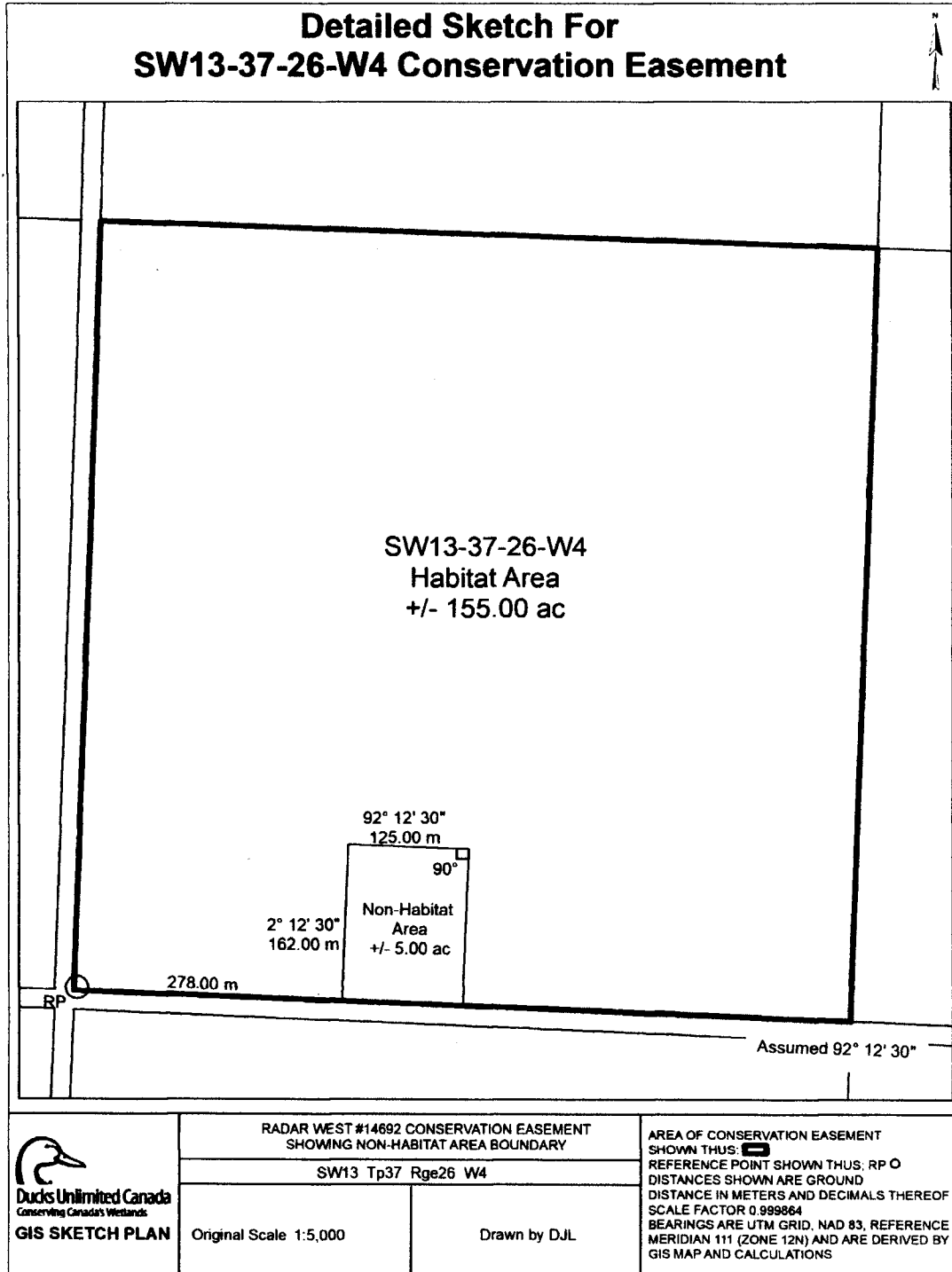



FIGURE 2-ENTIRE CONSERVATION EASEMENT AREA-SKETCH 2 WITH NO IMAGE



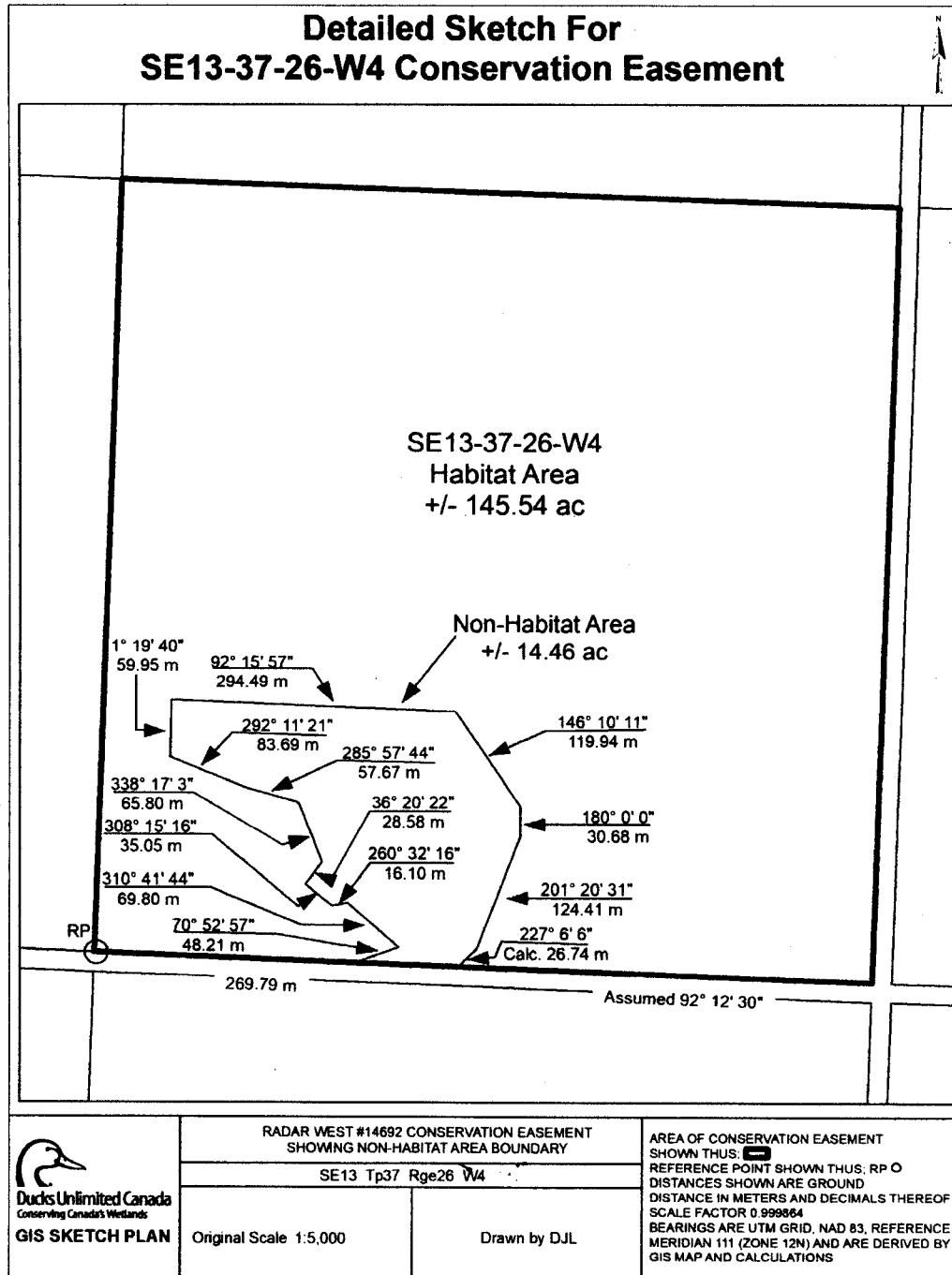
97

FIGURE 3 – DETAILED NON-HABITAT AREA SKETCH WITH NO IMAGE (SW13-37-26-W4)



97 H

FIGURE 4 – DETAILED NON-HABITAT AREA SKETCH WITH NO IMAGE (SE13-37-26-W4)



97 H

## SCHEDULE "B"

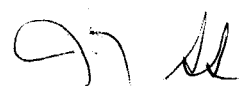
### SPECIAL PROVISIONS AND CONDITIONS

The long-term management of the Habitat Area includes livestock grazing only. Upland and Wetland areas within the Conservation Easement's Habitat Area are approximately indicated in sketch plans attached to and forming part of Schedule "A".

- A. Upland Areas (areas normally free of standing water and vegetated by terrestrial plant species) will be managed as follows:
- a) The vegetation will be retained in perennial cover which will naturalize under responsible conservation-minded grazing management.
  - b) Everyday management practices such as but not limited to the installation of cross fencing, maintenance of existing trails and beaver management is permitted.
  - c) The Grantor is responsible for all fencing associated with the parcel.
  - d) The Grantor is allowed to remove deadfall trees for personal use (firewood). This approval comes with the understanding that no commercial logging or motorized clearing will be undertaken in the Habitat Area.
  - e) The Grantor will ensure the Upland area is in a relatively weed-free state.
  - f) Livestock grazing will be permitted in the Uplands and Wetlands.
  - g) A Work Consent Form may be issued for the spraying of woody vegetation that is encroaching outside of the Forest and Shrub Uplands, as identified on Fig. 1 and 2. This Work Consent Form should be issued before any work has commenced.
  - h) The 5 acre non-habitat area associated with the SW13-37-26-W4 although defined in Schedule A, may be relocated or adjusted within the boundaries of the SW13-37-26-W4. This can be done while utilizing the DUC Work Consent Form.
  - i) Notwithstanding Section 5.3 of this Agreement, no signage can be erected on the Property without your express approval and consent, acting reasonably
- B. Wetland Areas (areas normally retaining standing water for part of or all of the year and vegetated by semi-aquatic or aquatic plant species) will be managed as follows:
- a) Wetlands will remain unaltered in their current state or restored/enhanced (utilizing the DUC Work Consent Form). It is recognized that Wetlands on the Habitat Area will experience natural water level changes depending upon climatic conditions and that this ecological process is desirable. It is anticipated that beavers will frequent the Wetlands and will build lodges, bank holes, cut trees and alter Wetland levels through channeling.

Drainage activities such as drains, channels, ditches, or other means to unnaturally lower levels in Wetlands will not be permitted within the Habitat Area.

For clarity, and subject to the terms and conditions of this Conservation Easement, the present and future owners of all or part of the Property will be required to comply with the obligations of the Grantor in this Conservation Easement.



SCHEDULE "C"

LIST OF PERMITTED ENCUMBRANCES

SE13-37-26-W4 - Title # 172 118 725 +1

- 5723SZ      24/01/1972    EASEMENT  
"EXTENDED BY UNDER SECTION 36 OF THE WATER  
RESOURCES ACT"
- 842 234 749 29/10/1984    UTILITY RIGHT OF WAY  
GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY  
LIMITED.  
" AFFECTS PART OF THIS TITLE "
- 942 322 190 18/10/1994    CAVEAT  
RE : SURFACE LEASE  
CAVEATOR - EXORO ENERGY INC.  
630, 999 - 8TH STREET SW CALGARY ALBERTA T2R1J5  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
052428703)  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
072290335)
- 032 092 347 14/03/2003    CAVEAT  
RE : RIGHT OF WAY AGREEMENT  
CAVEATOR - EXORO ENERGY INC.  
630, 999 - 8TH STREET SW CALGARY ALBERTA T2R1J5  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
072290311)
- 032 306 110 20/08/2003    CAVEAT  
RE : SURFACE LEASE UNDER 20 ACRES  
CAVEATOR - EXORO ENERGY INC.  
630, 999 - 8TH STREET SW CALGARY ALBERTA T2R1J5  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
072290312)
- 172 065 132 11/03/2017    EASEMENT  
"AS TO PART DESCRIBED, FOR THE BENEFIT OF  
7-37-25-4"

97 sk

SW13-37-26-W4 - Title # 172 118 725

5723SZ        24/01/1972 EASEMENT  
"AS TO L.S.D. 3. UNDER SEC. 36 OF THE WATER  
RESOURCES ACT"

942 322 190 18/10/1994 CAVEAT  
RE : SURFACE LEASE  
CAVEATOR - EXORO ENERGY INC.  
630, 999 - 8TH STREET SW CALGARY ALBERTA T2R1J5  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
052428703)  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
072290335)

972 149 137 28/05/1997 CAVEAT  
RE : SURFACE LEASE UNDER 20 ACRES  
CAVEATOR - PENN WEST PETROLEUM LTD.  
C/O P.O.BOX 1450 STATION 'M' CALGARY ALBERTA T2P2L6  
AGENT - KEVIN J BENNETT  
(DATA UPDATED BY: CHANGE OF NAME 042312955)  
(DATA UPDATED BY: CHANGE OF NAME 072154973)

972 285 877 19/09/1997 CAVEAT  
RE : RIGHT OF WAY AGREEMENT  
CAVEATOR - PENN WEST PETROLEUM LTD.  
C/O P.O.BOX 1450 STATION 'M' CALGARY ALBERTA T2P2L6  
AGENT - ANGIE CRAIGIE  
(DATA UPDATED BY: CHANGE OF NAME 042312975)  
(DATA UPDATED BY: CHANGE OF NAME 072159061)

172 065 132 11/03/2017 EASEMENT  
"AS TO PART DESCRIBED, FOR THE BENEFIT OF  
7-37-25-4"

Total Instrument: 011

**AFFIDAVIT OF EXECUTION**

CANADA  
PROVINCE OF ALBERTA  
TO WIT:


I, DARWIN CHAMBERS of the City of RED DEER, in the Province of Alberta, MAKE OATH AND SAY:


1. THAT I was personally present and did see JOSH THOMPSON named in the within (or annexed) Instrument who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.

2. THAT the same was executed at the City of RED DEER, in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said party(ies) and he/she/each is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of )  
RED DEER, in the Province of Alberta, )  
this 5 day of MARCH, 2021. )

  
A COMMISSIONER FOR OATHS IN AND FOR  
THE PROVINCE OF ALBERTA

  
DARWIN CHAMBERS

BRENT THYGESEN  
My Appointment Expires May 17, 2022






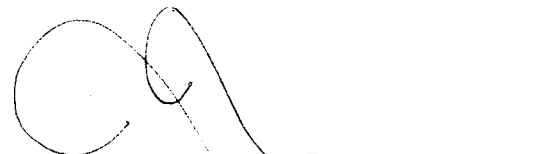
**FORM 31.1  
LAND TITLES ACT  
(SECTION 161)  
AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

I, JOSH THOMPSON, of the CITY of RED DEER, in the Province of Alberta, MAKE OATH AND SAY:


1. **I AM AN OFFICER OR DIRECTOR OF 1593113 ALBERTA LTD. NAMED IN THE WITHIN OR ANNEXED INSTRUMENT (OR CAVEAT).**
2. **I AM AUTHORIZED BY THE CORPORATION TO EXECUTE THE INSTRUMENT (OR CAVEAT) WITHOUT AFFIXING A CORPORATE SEAL.**

SWORN BEFORE ME at the CITY of )  
RED DEER, in the Province of Alberta, this )  
5 day of MARCH, 2021. )

  
\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta

  
\_\_\_\_\_  
JOSH THOMPSON

**BRENT THYGESEN**  
My Appointment Expires May 17, 2022





212065597

212065597 REGISTERED 2021 03 18  
CONE - CONSERVATION EASEMENT  
DOC 1 OF 2 DRR#: C11EFED ADR/CRJONES  
LINC/S: 0023080245 +



LAND TITLE CERTIFICATE

S  
LINC                                      SHORT LEGAL                                      TITLE NUMBER  
0023 080 245                              4;26;37;13;SW                                      172 118 725

LEGAL DESCRIPTION  
MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: RED DEER COUNTY

REFERENCE NUMBER: 042 321 187

---

| REGISTERED OWNER(S) |            |                  |      |       |                |
|---------------------|------------|------------------|------|-------|----------------|
| REGISTRATION        | DATE (DMY) | DOCUMENT         | TYPE | VALUE | CONSIDERATION  |
| 172 118 725         | 15/05/2017 | TRANSFER OF LAND |      |       | SEE INSTRUMENT |

OWNERS

1593113 ALBERTA LTD.  
OF BOX 265  
VULCAN  
ALBERTA T0L 2B0

---

ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS  |
|---------------------|--------------|--|
| 5723SZ              | 24/01/1972   | EASEMENT<br>"AS TO L.S.D. 3. UNDER SEC. 36 OF THE WATER RESOURCES ACT"                   |
| 942 322 190         | 18/10/1994   | CAVEAT<br>RE : SURFACE LEASE<br>CAVEATOR - EXORO ENERGY INC.<br>630, 999 - 8TH STREET SW |

-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 172 118 725

## REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS  
-----

CALGARY  
ALBERTA T2R1J5  
    (DATA UPDATED BY: TRANSFER OF CAVEAT  
    052428703)  
    (DATA UPDATED BY: TRANSFER OF CAVEAT  
    072290335)

972 149 137      28/05/1997 CAVEAT  
    RE : SURFACE LEASE UNDER 20 ACRES  
    CAVEATOR - PENN WEST PETROLEUM LTD.  
    C/O P.O.BOX 1450  
    STATION 'M"  
    CALGARY  
    ALBERTA T2P2L6  
    AGENT - KEVIN J BENNETT  
    (DATA UPDATED BY: CHANGE OF NAME 042312955)  
    (DATA UPDATED BY: CHANGE OF NAME 072154973)

972 285 877      19/09/1997 CAVEAT  
    RE : RIGHT OF WAY AGREEMENT  
    CAVEATOR - PENN WEST PETROLEUM LTD.  
    C/O P.O.BOX 1450  
    STATION 'M"  
    CALGARY  
    ALBERTA T2P2L6  
    AGENT - ANGIE CRAIGIE  
    (DATA UPDATED BY: CHANGE OF NAME 042312975)  
    (DATA UPDATED BY: CHANGE OF NAME 072159061)

172 065 132      11/03/2017 EASEMENT  
    "AS TO PART DESCRIBED, FOR THE BENEFIT OF  
    7-37-25-4"

192 173 337      22/07/2019 MORTGAGE  
    MORTGAGEE - FARM CREDIT CANADA.  
    2ND FLOOR, 12040-149 STREET NW  
    EDMONTON  
    ALBERTA T5V1P2  
    ORIGINAL PRINCIPAL AMOUNT: \$2,000,000

212 065 597      18/03/2021 CONSERVATION EASEMENT  
    GRANTEE - DUCKS UNLIMITED CANADA.  
    17504 111 AVE  
    EDMONTON  
    ALBERTA T5S0A2

212 065 598      18/03/2021 POSTPONEMENT  
    OF MORT 192173337  
    TO CONE 212065597

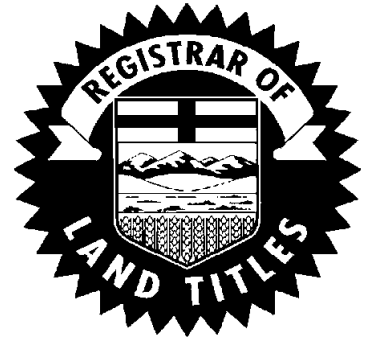
( CONTINUED )

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 2 DAY OF  
JANUARY, 2024 AT 07:39 A.M.

ORDER NUMBER: 49226662

CUSTOMER FILE NUMBER: clhbid/gk



\*END OF CERTIFICATE\*

---

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**5723SZ**

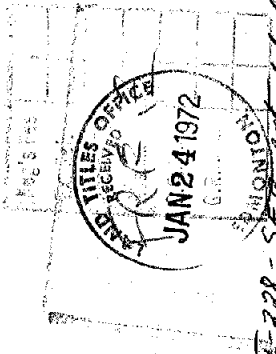
**ORDER NUMBER: 49226755**

**ADVISORY**

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

5723 S.Z.



55-E-228 - 5273 returned by  
194-A-209-1503 subject to  
Wm. Kammerer to [unclear]  
TNR

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the North Alberta Land Registration District at Edmonton, in the Province of Alberta at 10:16 o'clock A.M. on the 21<sup>st</sup> day of January A.D. 1972, Number 5723  
BOOK 5723, Folio 177  
J. G. [unclear] Registrar  
N.A.L.R.D.

Dept Encasement  
X

JAN 19 1972



## DEPARTMENT OF THE ENVIRONMENT

# CERTIFICATE

issued under Section 36 of

## The Water Resources Act

To the Registrar of the

North Alberta

Land Registration District:

I, Walter Solodzuk, Chief Engineer, appointed under the authority of

The Water Resources Act, DO HEREBY CERTIFY as follows:

1. That on the 2nd day of December 19 71,

a licence was issued under the authority of section 35 of the said Act to

Charles E. Bouldingof Red Deer, in the Province of Alberta.2. That the licensee's works are constructed on the South-eastQuarter of Section 13, Township 37, Range 26, West of the 4th Meridian.3. That the said works will affect the following lands:  
Legal subdivision three (3) of theSouth-west quarter of section thirteen (13),Township thirty-seven (37),Range twenty-six (26),West of the fourth (4th) meridianExcepting thereout all mines and mineralsas shown by a plan filed in the Department of the Environment, Edmonton, Alberta, as No. 13399-1DATED at Edmonton, Alberta this 13th day of January, 19 72

Signed by the above named

in the

presence of

A. G. Tilley

Walter Solodzuk  
Chief Engineer, Water Resources





**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**942322190**

**ORDER NUMBER: 49271939**

**ADVISORY**

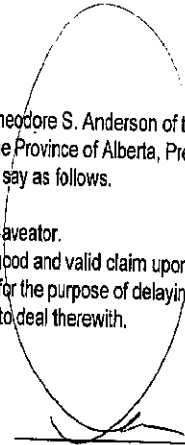
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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

CANADA )  
PROVINCE OF ALBERTA ) I, Theodore S. Anderson of the City of Calgary,  
TO WIT: ) in the Province of Alberta, President, make oath  
and say as follows.

1. I am the agent for the above-named Caveator.
2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the City of )  
Calgary, in the Province of Alberta, )  
this 14th day of October, 1994 )

  
\_\_\_\_\_  
Theodore S. Anderson, P.Ag.

  
\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta

A Commissioner for Oaths in and for the Province of Alberta

LESLIE MULLEN  
My Commission Expires February 21, 1996

*ed  
e/e*

942322190 REGISTERED 1994 10 18  
CAVE - CAVEAT  
DOC 2 OF 2 DRR#: 4154963 ADR/GKLUKUS  
LINC/S: 0023080245 0020146684

*Caveat Forbidding Registration* File No. L-1127-94(b)

To the Registrar of the North Alberta Land Registration District

Take notice that CONWEST EXPLORATION COMPANY LIMITED, of Calgary, in the Province of Alberta, a body corporate, Claim an interest by virtue of an Alberta Surface Lease dated the 13th day of October, A.D., 1994, for a wellsite known as CONWEST JOFFRE 8-13-37-26, and access thereto, comprising 10.08 acres more or less, and operations incidental thereto, between CHARLES EDGAR BOULDING and MARJORY MAY BOULDING, as Lessor, and CONWEST EXPLORATION COMPANY LIMITED, as Lessee,

IN:

FIRSTLY:  
MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SECONDLY:  
MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

as more particularly described in Certificate(s) of Title Nos. 832 091 531 A and 194K209 standing in the register in the name(s) of CHARLES EDGAR BOULDING and MARJORY MAY BOULDING, and we forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to our claim.

I APPOINT CONWEST EXPLORATION COMPANY LIMITED  
3700, 707 - 8th Avenue S.W.  
Calgary, Alberta  
T2P 1H5

as the place at which notices and proceedings relating hereto may be served.

Dated this 14th day of October, 1994.

CONWEST EXPLORATION COMPANY LIMITED  
By its agent - PIONEER LAND SERVICES LTD. ✓

Theodore S. Anderson, P.Ag.  
President

AGENT FOR THE CAVEATOR

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**972149137**

**ORDER NUMBER: 49271939**

**ADVISORY**

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

CAVEAT FORBIDDING REGISTRATION

TAKE NOTICE THAT TORRINGTON RESOURCES LTD., of the city of Calgary in the Province of Alberta claims an interest under and by virtue of an ALBERTA SURFACE LEASE AGREEMENT (containing 3.95 acres, more or less) dated the 10th day of MAY, 1997, and made between CHARLES EDGAR BOULDING and MARJORY MAY BOULDING as joint tenants as Lessor, and TORRINGTON RESOURCES LTD., as Lessee in the land described as follows:

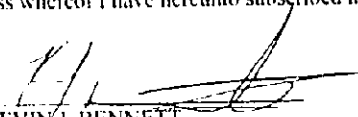
MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA 64.7 HECTARES (160 ACRES) MORE OR LESS

standing in the register in the name of CHARLES EDGAR BOULDING and MARJORY MAY BOULDING, as particularly described in Certificate of Title Number 194K209 and I forbid the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the certificate of title is expressed to be subject to my claim.

I designate the following address as the place at which notices and proceedings relating hereto may be served:

TORRINGTON RESOURCES LTD.  
SUITE 2600, 801-6TH AVENUE S.W.  
CALGARY, ALBERTA  
T2P 3W2

In witness whereof I have hereunto subscribed my name this 21th day of MAY, 1997.

Per:   
KEVIN J. BENNETT  
Agent for the Caveator

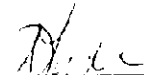
AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA ) I, KEVIN J. BENNETT, of the  
 ) TOWN of OLDS in the  
PROVINCE OF ALBERTA ) Province of Alberta,  
 )  
TO WIT: ) MAKE OATH AND SAY:

- 1. I am the agent for the within named Caveator.
- 2. I believe that the Caveator has a good and valid claim on the land (encumbrances), and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal with it.

Sworn before me at the TOWN of )  
 )  
OLDS in the Province )  
 )  
of Alberta, this 21th day of )  
 )  
MAY, A.D. 1997. )

  
\_\_\_\_\_  
KEVIN J. BENNETT

  
\_\_\_\_\_  
A Commissioner for Oaths in and for the  
Province of Alberta  
STACY LUNDE, Commission expires July 10, 1998

972149137 REGISTERED 1997 03 28  
CAVE - CAVEAT  
DOC 1 OF 1 ERR#: 4632528 ADR/EJASA  
LINC/S: 0023080245

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**972285877**

**ORDER NUMBER: 49271939**

**ADVISORY**

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## CAVEAT FORBIDDING REGISTRATION

To the Registrar of the North Alberta Land Registration District

Take notice that **TORRINGTON RESOURCES LTD.** of Calgary, in the Province of Alberta, claim an interest under and by virtue of an Alberta Right of Way Agreement dated the 31<sup>st</sup> day of July AD, 1997 between **CHARLES EDGAR BOULDING AND MARJORY MAY BOULDING AS JOINT TENANTS** of Red Deer, in the Province of Alberta, as Grantor; and **TORRINGTON RESOURCES LTD.**, of Calgary, in the Province of Alberta, as Grantee and Caveator herein

In the Following Lands:

**FIRSTLY:**

**MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13**

**QUARTER SOUTH WEST**

**EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS**

**SECONDLY:**

**MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13**

**ALL THAT PORTION OF THE NORTH WEST QUARTER WHICH LIES TO THE WEST OF THE ROAD  
ON PLAN 6150MC AND THE ACCESS RIGHT OF WAY ON PLAN 2388RS,  
CONTAINING 12.7 HECTARES (31.49 ACRES) MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME**

This Right of Way Agreement is for a Pipeline containing less than twenty (20) acres

As more particularly described in Certificate of Title No. (s) 194K209 & 832 091 531 and standing in the register in the name(s) of

**CHARLES EDGAR BOULDING AND MARJORY MAY BOULDING AS JOINT TENANTS**

and I forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to my claim.

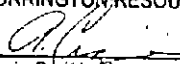
I Appoint: 2600, 801 - 6<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 3W2

As the place at which notices and proceedings relating

hereto may be served.

DATED this 17<sup>th</sup> day of September AD 1997.

TORRINGTON RESOURCES LTD.

  
Angie Craigie, Agent

### AFFIDAVIT IN SUPPORT OF CAVEAT


**CANADA  
PROVINCE OF ALBERTA  
TO WIT:**

I, Angie Craigie of the City of Calgary, in the Province of Alberta, Secretary, make oath and say as follows:

1. THAT I am the agent for the above-named Caveator.
2. THAT I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the City of Calgary,  
in the Province of Alberta this 17<sup>th</sup> day of  
September 1997.

  
Angie Craigie

  
A Commissioner for Oaths in and for the  
Province of Alberta  
Assistant Deputy Registrar  
Section 12 Land Titles Act

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**172065132**

**ORDER NUMBER: 49226755**

**ADVISORY**

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THIS AGREEMENT MADE this 09 day of February, 2017.

BETWEEN:

**GARY BOULDING**  
OF R.R. 4  
RED DEER  
ALBERTA T4N 5E4

(herein called the "Grantor")

- and -

**MARJORY MAY BOULDING**  
OF R.R. #4  
RED DEER  
ALBERTA T4N 5E4

(herein called the "Grantee")

AS the Grantor is the registered owner of an estate in fee simple, subject, however, to such encumbrances, liens and interest as are notified by memorandum enclosed on the Certificate of Title thereto, of the following lands in the Province of Alberta, namely:

See Schedule "A"

(herein called "the Servient Lands"); and

AS the Grantee is the registered owner of the following lands, in the Province of Alberta namely:

See Schedule "A"

(herein called "the Dominant Lands")

As the Grantor has agreed to grant an easement or right-of-way to the Grantee over a portion of the Grantor's lands in accordance with the provisions herein contained;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the parties hereto agree as follows:

1. In consideration of this agreement and of the payment of the sum of \$1.00 by the Grantee to the Grantor (the receipt of which sum is hereby acknowledged by the Grantor), the Grantor hereby grants, transfers and conveys unto the Grantee, its successors in title of and to the Dominant Lands and their servants, agents and contractors, the free and uninterrupted rights, licence, liberty, privilege and easement to enter upon and use that portion of the Grantor's lands, namely:

**The most southerly 30 metres in perpendicular width throughout the SW ¼ Sec 13, Twp. 37, Rge. 26 W.4Mer and the SE ¼ Sec 13, Twp. 37, Rge. 26 W.4Mer  
Excepting thereout all Mines and Minerals**

(herein called "the said easement")

for the construction, laying down, maintenance, operation, repair and if necessary, removal and reconstruction, of an Access, through, under, along and across the said easement, and the Grantor further grants, transfers and conveys unto the Grantee, its successors and assigns, a free and uninterrupted right-of-way and easement for ingress, egress, and regress to the said easement for all purposes incidental to the grant.

2. The Grantor covenants and agrees that it will not place, erect, build, or cause, permit or allow to be placed, erected, or built upon the said easement any building or structure whatsoever, nor shall it plant, or cause, permit or allow to be planted any tree which will in any way prevent or hinder the exercise of the rights herein granted to the Grantee.
- 3, The Grantee covenant and agree to indemnify and save harmless the Grantor from and against all liabilities, damages, costs, claims, suits or actions arising out of any damage to property or any injury to any person or persons occurring as a result of or related to the existence of the said easement.
4. The term of the easement shall commence as of the day and year first above written and shall run in perpetuity.
5. This agreement may be assigned in whole or in part as to all or any portion of the right, licence, liberties, privileges, and easements hereby granted.
6. The said easement and this agreement shall be of the same force and effect, to all intents and purposes, as a covenant running with the Grantor's lands and shall inter alia be capable of registration as an easement pursuant to the *Land Titles Act* of the Province of Alberta and these presents, including all of the covenants and conditions herein of the heirs, executors, administrators, successors, assigns and successors in title of the Grantor and Grantees respectively.
7. That wherever the singular or masculine pronouns are used throughout this agreement, the same shall be construed as meaning the plural, the feminine or the neuter where the context or parties so require.

IN WITNESS WHEREOF the Grantor and the Grantee have executed this agreement this  
09 day of February, 2017.

Kobbenhoff

Witness

✓ [Signature]

**GARY BOULDING**  
(Grantor)

Kobbenhoff

Witness

✓ M. M. Boulding

**MARJORY MAY BOULDING**  
(Grantee)

SCHEDULE "A"

GRANTOR

MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

AND

MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

GRANTEE

FIRST  
MERIDIAN 4 RANGE 25 TOWNSHIP 37  
SECTION 7  
QUARTER NORTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SECOND  
MERIDIAN 4 RANGE 25 TOWNSHIP 37  
SECTION 7  
QUARTER NORTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

THIRD  
MERIDIAN 4 RANGE 25 TOWNSHIP 37  
SECTION 7  
QUARTER SOUTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

FOURTH  
MERIDIAN 4 RANGE 25 TOWNSHIP 37  
SECTION 7  
QUARTER SOUTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

FORM 31

LAND TITLES ACT  
(Sections 151 and 152)

AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

I, Kenneth A. Pottenroth of Lacombe, in  
the Province of Alberta make oath and say:

1. I was personally present and did see MARJORY MAY BOULDING who is known to me to be the person named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see MARJORY MAY BOULDING who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duly sign the instrument;

2. The instrument was signed at Red Deer, in the Province of Alberta and I am the subscribing witness thereto;
3. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

Sworn before me at Red Deer  
in the Province of Alberta  
this 9 day of February  
2017.

K. Pottenroth  
(Signature)

M. Langbroek  
A Commissioner for Oaths in and for the  
Province of Alberta

Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_ year \_\_\_\_\_

MELODY J. LANGBROEK  
My Commission Expires  
August 23, 20 18

FORM 31

LAND TITLES ACT  
(Sections 151 and 152)

AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

I, Kenneth A Poffenroth of Lacombe, in  
the Province of Alberta make oath and say:

1. I was personally present and did see GARY BOULDING who is known to me to be the person named in the within (or annexed) instrument, duly sign the instrument;

or

I was personally present and did see GARY BOULDING who, on the basis of the identification provided to me, I believe to be the person named in the within (or annexed) instrument, duly sign the instrument;

2. The instrument was signed at Red Deer, in the Province of Alberta and I am the subscribing witness thereto;
3. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

Sworn before me at Red Deer  
in the Province of Alberta  
this 9 day of February  
2017.

Kenneth A Poffenroth  
(Signature)

M. Langbroek  
A Commissioner for Oaths in and for the  
Province of Alberta

Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_ year \_\_\_\_\_

MELODY J. LANGBROEK  
My Commission Expires  
August 23, 2018



DOWER  
AFFIDAVIT

I, GARY BOULDING of RED DEER in the Province of Alberta make oath and say:

1. THAT I am the Grantor named in the within instrument.

~~2. THAT I am not married.~~

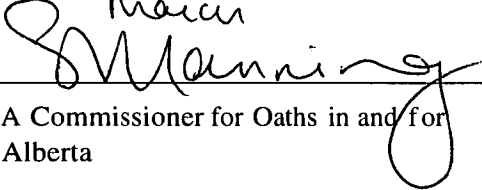
~~OR~~

2. THAT neither myself nor my spouse has resided on the within mentioned land at any time since our marriage.

~~OR~~

~~2. THAT I am married to \_\_\_\_\_ being the person who executed  
the  
Release of Dower Rights registered in the Land Titles Office  
on \_\_\_\_\_ 20 \_\_\_\_\_ as Instrument  
\_\_\_\_\_ number~~

SWORN BEFORE ME at the  
City \_\_\_\_\_ of Red Deer  
in the Province of Alberta, this 3rd  
day ~~December~~ March 2017

  
A Commissioner for Oaths in and for  
Alberta

Appointment Expires:

  
GARY BOULDING



172065132

172065132 REGISTERED 2017 03 11  
EASE - EASEMENT  
DOC 1 OF 1 DRR#: E09106E ADR/MCAJINDO  
LINC/S: 0023176266 +

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**212065597**

**ORDER NUMBER: 49226755**

**ADVISORY**

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**FORM 2**

**DECLARATION BY GRANTEE**

PROVINCE OF ALBERTA  
TO WIT:

IN THE MATTER of the registration of an agreement pursuant to section 33 of the Alberta Land Stewardship Act (the "agreement") affecting the land described as:

**LEGAL DESCRIPTION**

MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

MUNICIPALITY: RED DEER COUNTY

I, **DARWIN CHAMBERS**, officer of Ducks Unlimited Canada, 17504 111 Avenue, Edmonton, Alberta, T5S 0A2, Canada,

SOLEMNLY DECLARE THAT:

1. DUCKS UNLIMITED CANADA of 17504 111 Avenue, Edmonton, Alberta, T5S 0A2 is:
  - (a) a body corporate that:
    - (i) has as one of its objects the acquisition and holding of interests in land for purposes that are substantially the same as any of the purposes listed in clause 2,
    - (ii) has in its constating instrument a requirement that, on or in contemplation of the winding-up of the body corporate, all conservation easements that the body corporate holds are to be transferred to another qualified organization, and
    - (iii) is a registered charity within the meaning of the *Income Tax Act* (Canada).
2. The conservation easement to be registered by way of the agreement in respect of all or part of the land is for one or more of the following purposes:
  - (a) the protection, conservation and enhancement of the environment including, without limitation, the protection, conservation and enhancement of biological diversity;



[NO BREAK / NO DRAIN]

**CONSERVATION EASEMENT AGREEMENT**

1593113 ALBERTA LTD.  
Of Box 265  
Vulcan  
Alberta T0L 2B0

(sometimes called "you" "your" or the "Grantor") have made this Agreement with DUC,

**DUCKS UNLIMITED CANADA**

17504 - 111 Avenue  
Edmonton, Alberta  
T5S 0A2  
Phone: (780) 489-2002  
Fax: (780) 489-1856

(called "DUC")

effective the 5 of March, 2021.

**PREAMBLE - PURPOSES OF THE AGREEMENT**

The purposes of this Agreement are to:

- A. Recognize the Property as containing habitats of importance to waterfowl and other wildlife species;
- B. Grant to DUC a Conservation Easement over your Property in order to protect, conserve and, where possible, enhance the natural condition of the ecosystem of the Wetland and Upland portions of the Property for the benefit of waterfowl and other wildlife species and to protect, conserve and enhance the Biological Diversity of the environment. Your Property is described below under Section 1.9 of this Agreement;
- C. Recognize that some portions of your Property are more conducive to protection, enhancement and preservation for environmental and conservation purposes. Those portions are collectively described in this Agreement as the Habitat Area;
- D. Recognize that this Agreement will satisfy the purposes for conservation easements as set out in the Act;
- E. Recognize that the Conservation Values, attached to this Agreement as **Schedule "A"**, provide an accurate representation of the Property and the Habitat Area and that the Conservation Values will serve as an information baseline for monitoring the Property and the Habitat Area; and
- F. Set out the rights and responsibilities of each of the Parties in relation to the Property and the Habitat Area.

You and DUC agree that:

**SECTION 1 - DEFINITIONS**

The defined terms in this Agreement are:

- 1.1 "Act" means the *Environmental Protection and Enhancement Act* (RSA 2000, Chap. E-12, as amended) or any successor legislation including the *Alberta Land Stewardship Act* (SA 2009, Chap. A-26.8);
- 1.2 "Biological Diversity" means the variability among living organisms and the ecological complexes of which they are a part, and includes diversity within and between species and ecosystems;
- 1.3 "Conservation Easement" means a conservation easement granted under the provisions of the Act and as defined in the Act;
- 1.4 "Conservation Values" means the existing and future ecological, natural and aesthetic characteristics and values of the Habitat Area, including but not limited to the ecosystem of the Wetlands and Uplands, and the contribution of the Habitat Area to the protection, conservation and enhancement of the Biological Diversity of the environment, including but not limited to those characteristics and values described in Schedule "A" to this Agreement;
- 1.5 "Habitat Area" means collectively those portions of the Property described as Habitat Area in the sketch plan or plans attached to this Agreement as part of Schedule "A". The Habitat Area consists of the Wetlands and the Uplands;
- 1.6 "Improvements" means structures or improvements that DUC may make from time to time to the Habitat Area;
- 1.7 "Right of Way" means collectively oil and gas, grazing and other leases and licenses affecting the Property and also includes the placement of powerlines, pipelines and all other easements and rights of way on, in, under or above the Property;
- 1.8 "Parties" means both you and DUC;
- 1.9 "Property" means your property legally described as:

| LINC         | SHORT LEGAL   | TITLE NUMBER   |
|--------------|---------------|----------------|
| 0020 146 684 | 4;26;37;13;SE | 172 118 725 +1 |

LEGAL DESCRIPTION  
MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH EAST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS  
ESTATE: FEE SIMPLE  
MUNICIPALITY: RED DEER COUNTY  
REFERENCE NUMBER: 042 321 188

AND

| LINC         | SHORT LEGAL   | TITLE NUMBER |
|--------------|---------------|--------------|
| 0023 080 245 | 4;26;37;13;SW | 172 118 725  |

LEGAL DESCRIPTION  
MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 13  
QUARTER SOUTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS  
ESTATE: FEE SIMPLE  
MUNICIPALITY: RED DEER COUNTY  
REFERENCE NUMBER: 042 321 187

- 1.10 "Restrictions" means the restrictions on the use of the Habitat Area and the Property as set out in Section 3 of this Agreement;
- 1.11 "Upland" or "Uplands" refers to that portion of the Habitat Area not described as "Wetland" or "Wetlands" in the sketch plan or plans attached to this Agreement as part of Schedule "A". The Uplands contain native and naturalized grasses, forbs and other herbaceous plants;
- 1.12 "Wetland" or "Wetlands" refers to that portion of the Habitat Area described as "Wetland" in the sketch plan or plans attached to this Agreement as part of Schedule "A". The Wetlands, or portions thereof, may be devoid of water from time to time;
- 1.13 All capitalized words used in this Agreement that are defined in the portion of the Act relating to conservation easements have meanings assigned in that part of the Act.

## SECTION 2 - WHAT THIS AGREEMENT DOES

- 2.1 Grant of Conservation Easement - By signing this Agreement, you agree and acknowledge that:
- (a) you hereby grant to DUC, unconditionally and irrevocably, a Conservation Easement over the Property, as set out in this Agreement (including, without limitation, the Restrictions against the Property and Habitat Area as set out in Section 3 of this Agreement);
  - (b) the Conservation Easement granted to DUC in this Agreement includes the rights and obligations set out in the Act as well as the rights and obligations set out in this Agreement;
  - (c) the Conservation Easement is granted to DUC freely and voluntarily by you without any compulsion by DUC or by any other person;
  - (d) the terms and conditions of this Agreement will be enforceable against DUC, the Grantor, their successors and assigns, and the Grantor's successors in title, regardless of whether they constitute positive or negative covenants, and whether or not DUC has, at any time, any interest in land that would be accommodated or benefited by this Agreement; and
  - (e) once registered on title to the Property, this Agreement, including the rights and Restrictions set out herein will govern the use and management of the Property and the Habitat Area and will run with the title to the Property forever, unless terminated, in accordance with the Act. This means that present and future owners of all or part of the



Property will be required to comply with the obligations of the Grantor and bound by this Agreement, including the rights and Restrictions set out in this Agreement.

Once this Conservation Easement is registered against the title of your Property at the Land Titles Office, DUC will pay you the sum of \$ 244,000.00

### SECTION 3- RESTRICTIONS ON THE PROPERTY AND THE HABITAT AREA

- 3.1 The Ecosystem - You may not damage the Habitat Area, or interfere with or negatively impact the Conservation Values in respect of the Habitat Area, without DUC's prior consent, unless you are explicitly permitted to do so under Section 4 of this Agreement, entitled "Your Rights". In order to obtain DUC's consent, you must agree to the terms of DUC's Work Consent Form in use at that time. DUC has the right to determine, acting reasonably, if there is damage, interference or negative impact.
- 3.2 Transferring Rights - The Grantor shall notify, consult and obtain permission in writing from DUC before entering into any lease, easement or Right of Way on the Property regarding exploration and extraction of mineral, oil or gas resources. Accordingly, any entry fees or surface lease rentals are payable to the Grantor. Once exploration and extraction are complete, DUC will work with the Grantor to ensure that impacts to the Habitat Area are minimized and rehabilitated (not at DUC expense) to the state they were in when this Conservation Easement was signed.
- 3.3 Building And Development - You will not cause, and will not allow the Habitat Area (or the Property if such development may potentially adversely affect the Habitat Area) to be developed or to build any structures of any kind on the Habitat Area (including, without limitation, roads, airstrips, campgrounds, trailer or mobile home parks, resort areas or wind turbines) unless you are replacing an existing structure or you have DUC's consent and have agreed to the terms of DUC's Work Consent Form in use at that time.
- 3.4 Waste Dumping - You will not dump, and you will not allow the dumping of, waste materials, non-biodegradable materials, hazardous materials, or unsightly materials, on the Habitat Area.
- 3.5 Excavation - You will not cause, and you will not allow, any excavation of any type or other alterations to the surface of the Habitat Area, unless otherwise agreed to by DUC.
- 3.6 Removal Of Land - You will not cause, and will not allow, removal of any top soil, loam, gravel, sand, rock, trees, logs or other material from the Habitat Area unless the alterations to the Habitat Area are for the purpose of creating a dugout, you have DUC's consent, and you have agreed to the terms of DUC's Work Consent Form in use at that time. In the case of a dugout, DUC will not unreasonably withhold its consent.
- 3.7 Water - You will not cause, and will not allow, the pumping of water from the Property (other than for household or livestock use), direct or indirect drainage by any means (including tile drainage), removal of water, conversion or filling of any Wetlands, or the removal of drainage plugs constructed as part of this Agreement. You will not do anything to pollute the water on the Property. Notwithstanding anything in this Agreement, you may drill a well for water on the Property for household or livestock use, provided that you first consult with DUC as to the location of the well.

- 3.8 Alterations To Land And Soil - You will not cause, and you will not allow, any alteration to the Habitat Area, including pumping, burning, drainage, conversion, tillage of or filling in of the Wetlands or Uplands, unless you do so in the process of routine fence maintenance or fence construction.
- 3.9 Agricultural Use - Subject to the terms of this Conservation Easement, including but not limited to Section 3 hereof, you may use the Habitat Area for reasonable agricultural activities, which shall be limited to grazing and haying unless DUC determines otherwise. DUC will determine, in the exercise of its sole discretion, what constitutes a reasonable agricultural activity. In order to protect the Habitat Area, you may not till, break, clear or cultivate the Habitat Area or convert to cropland any portion of the Habitat Area. You will need the consent of DUC, and will need to agree to the terms of DUC's Work Consent Form in use at that time, before reseeding any portion of the Habitat Area. You may not apply pesticides or any other chemicals whatsoever to the Habitat Area without obtaining the consent of DUC, acting reasonably, and agreeing to the terms of DUC's Work Consent Form in use at that time. For clarity, it is DUC's intention to permit you to use chemicals to control noxious weeds on the Habitat Area, but not to permit any chemicals which will negatively affect the Habitat Area, including insecticides and fungicides.
- 3.10 Detrimental Impact - As a general rule, you will not permit actions that may have a detrimental impact on land or water located on or under the Property. DUC will determine whether or not an impact is detrimental.
- 3.11 Your Responsibility For Damage To The Property - You are not responsible if a fire, flood, earthquake, or other natural disaster causes damage to the Conservation Values in respect to the Habitat Area for which you would otherwise be responsible under subsections 3.1 – 3.10 inclusive, of this Section of the Agreement. You will be responsible to do whatever is appropriate and reasonable in the circumstances to stop and repair damage affecting the Conservation Values in respect to the Habitat Area that has been caused or that is about to be caused by any person, corporation or other entity acting without your consent, including trespassers. In any event, you will immediately inform DUC of any damage to the Conservation Values in respect to the Habitat Area.
- 3.12 Following Other Laws - Obeying any legislative or regulatory requirements does not constitute a breach of this Agreement by you.

#### SECTION 4 - YOUR RIGHTS

Under this Agreement, you retain all rights of ownership which are not expressly prohibited under Section 3 of this Agreement entitled **Restrictions on the Property and Habitat Area**. You have the rights set forth under this heading, but you must exercise these rights in accordance with applicable municipal, provincial, and federal laws, by-laws and regulations. You have the following rights:

- 4.1 Signs - You have the right to post "No Trespassing" or "No Hunting" signs, signs indicating and identifying occupancy and directional signs.
- 4.2 Access - You have the right to control access to the Property by third parties. You are responsible for any damage caused to the Habitat Area or to the Improvements DUC may have constructed on the Property and for any injuries to any person as a result of your granting access to any other party.
- 4.3 Hunting Rights and other Recreational Uses - You have the right to allow or not to allow access for the purpose of hunting. You may allow other reasonable recreational uses of the Property. If

such other recreational uses, in the reasonable opinion of DUC, have an adverse impact on the Habitat Area, then DUC may require that you stop such uses.

- 4.4 Transferring Property Ownership - You retain the right to sell or otherwise convey your interest in your Property. If you decide to transfer all or part of your interest in your Property, you must provide written notice to DUC and a copy of this Agreement to any future owner of the Property no later than thirty (30) days following registration of the future owner on title to the Property.

## SECTION 5- RIGHTS AND RESPONSIBILITIES OF DUC

In addition to the rights granted to DUC in the Act as the holder of a Conservation Easement, DUC has the following rights and responsibilities under the Agreement:

- 5.1 Change in Conservation Values - It is acknowledged by the Parties that the ecological nature and characteristics of the Habitat Area may change over time and that the Conservation Values described in Schedule "A" may need to be amended, from time to time, to reflect such change. If DUC amends Schedule "A", DUC will provide a written copy of the amended Schedule "A" to you. You will have 30 calendar days from the date that you receive the amended Schedule "A" (or are deemed to receive the amended Schedule "A" in accordance with Section 7.4 of this Agreement) to let DUC know of any objections to the amended Schedule "A" (the "Objection Notice"). If you do not file an Objection Notice within the said 30 calendar days, then you will be deemed to be in agreement with the amended Schedule "A". If you do file an Objection Notice within the 30 days, then you and DUC will negotiate, in good faith, the amendments to the Schedule "A". If you and DUC cannot reach an agreement on an amended Schedule "A" within 90 days following the date that DUC receives the Objection Notice, then the amended Schedule "A" will be determined by arbitration as set out in Section 7.5 of this Agreement.
- 5.2 Access To The Property
- (a) DUC may enter onto the Property at any time to carry out the purposes and intent of this Agreement, including but not limited to, protecting waterfowl or wildlife habitat, inspecting and maintaining water control structures, determining whether the Restrictions have been complied with and enforcing the terms of this Agreement, to review and carry out the activities, actions and steps set out in **Schedule "B"**, if any, and determine through inspection, testing or otherwise whether the Conservation Values are respected and maintained and that the purposes of the Agreement are being achieved. DUC and its agents and employees may enter onto the Property, from time to time as set out in this Section 5.2, and may bring equipment on to the Property in order to carry out its rights set out in this Agreement.
- (b) In the event that part of the Property is not Habitat Area, which part may be designated on Schedule "A" as "Non-Habitat Area", and in the event that such part of the Property is subdivided from the balance of the Property, then DUC will have, in perpetuity, a non-exclusive right, license, privilege, easement and access right-of-way in, over and through such part of the Property, to permit access to and egress from the Property and Habitat Area by DUC, its employees, agents, and contractors, with or without machinery and equipment, between the hours of 8:30 a.m. and 5:30 p.m. daily. If requested by DUC, you will enter into a separate easement agreement providing for such access, on DUC's then standard form, prepared by DUC acting reasonably.

- 5.3 Signs - DUC is permitted to pay for and erect tasteful signage on the Property indicating that DUC holds a Conservation Easement on the Property. The Parties shall agree to the size, location, and wording of the sign.
- 5.4 Expropriation - If any governmental body takes or modifies all or a portion of your Property rights (a process called expropriation), or notifies you that it will do so or plans to do so, then:
- (a) You will notify DUC as soon as possible and in any event no later than 10 days after the taking, modification, or notice from the governmental body, as the case may be; and
  - (b) You and DUC will cooperate with each other in all matters, including, without limitation, legal proceedings, so that each may receive the maximum award that it is entitled to at law. Neither party shall compromise the claim of the other party.
- 5.5 Nature of Rights and Privileges in this Agreement - Rights and privileges granted under this Agreement run with the Property and are an interest in land. DUC will register this interest against the Property at the expense of DUC. This Agreement is binding against all subsequent owners of the Property.
- 5.6 Liability - Notwithstanding the rights and obligations of DUC as set out in this Agreement, including, without limitation, Section 5.1 hereof, DUC cannot promise that it shall maintain the Conservation Values on the Property (or the Habitat Area). If in DUC's sole discretion, owing to changes in the environment (e.g., climate change, long-term changes in weather patterns, extended periods of drought) DUC will have no liability, of any kind whatsoever, to you or any other party, if the Conservation Values, whether or not amended, cannot be maintained due to these changes or if due to these changes DUC does not restore Wetlands (as set out in Section 5.7 hereof) or does not carry out the activities set out in Schedule "B" or any amendment to Schedule "B", if any, or does not carry out any of its other rights or objectives as may be set out in or implied by this Agreement.
- 5.7 Wetland Restoration - DUC has the right (but not the obligation) to take whatever steps are necessary to restore wetlands on the Habitat Area or the Property, including, without limitation, the right to construct dam(s) and other water control structures on the Habitat Area; provided that in constructing any dam or water control structure DUC first obtains all necessary approvals from the Province of Alberta. The water control structures are more specifically set out in Schedule "B".

## SECTION 6- ENFORCEMENT PROVISIONS

- 6.1 General Enforcement Provisions - The Conservation Easement may be enforced by DUC or a person appointed in accordance with the Act. The person or organization that may enforce this Agreement is referred to as the Enforcer.
- 6.2 Decision Not To Enforce - The Enforcer is not required to enforce a breach of this Agreement by you or any other party. Should the Enforcer decide not to enforce any or all of the covenants in this Agreement then DUC and the Enforcer are not liable for the decision to not enforce the covenant(s) and the Parties must still abide by the covenant that was not enforced, and the Enforcer may enforce that covenant in the future.
- 6.3 Joint And Several Enforcement - The provisions of this Agreement are enforceable jointly and severally, which means that the Enforcer may enforce the rights under this Agreement against any one of the Grantors or more than one or all of the Grantors.

- 6.4 **Multiple Enforcements** – DUC’s rights as Enforcer may be exercised from time to time, and as many times as are required.
- 6.5 **Injunctions** - The parties recognize that damages based upon market value may not be adequate or effective to compensate for destruction or restoration of the Conservation Values. Accordingly, the parties agree that:
- (a) compensation payable by you to DUC in the event of default or breach of the Agreement may be based upon market value, restoration or replacement costs, whichever, in the opinion of the Court, shall better compensate DUC; and
  - (b) without limiting the scope of the other enforcement rights available to DUC under this Agreement, DUC may be entitled to prohibitory or mandatory injunctive relief to prohibit or prevent default or the continuance of default under this Agreement or to restore the Property to the condition that existed prior to the breach and DUC shall not be obliged to provide notice to you prior to seeking or enforcing such injunctive relief.
- 6.6 **Costs** - All costs incurred by DUC in enforcing the terms of this Agreement and arising from a breach of the Agreement by you, including without limitation legal costs and expenses, and any costs of restoration required to remedy any violation of this Agreement by you, shall be paid by you to DUC. Until paid to DUC by you, such costs shall be a debt owed by you to DUC and shall be a charge upon the Property and shall be recoverable by DUC in a Court of competent jurisdiction.
- 6.7 **Nuisance** - Any violation of this Agreement may be a nuisance, and the Enforcer may exercise every remedy in law or equity against a person causing or permitting a nuisance.
- 6.8 **Notification And Remedies Of Your Breach** - If you neglect to perform your obligations under this Agreement, DUC may provide to you a notice that notifies you of your breach and notifies you of DUC’s estimated maximum costs of remedying your breach. You must remedy the breach within 30 days of receiving the notice or make other arrangements with DUC. If you do not correct the breach within 30 days, DUC may, but is not obligated to, correct the breach for you, and you must reimburse DUC for its expenses, up to the maximum in the notice. If you do not pay this amount, it will be treated as a debt due and owing by you to DUC.
- 6.9 **Compensation For Damage To The Property** - Since damages to the Habitat Area of the Property based on market value may not adequately compensate for environmental harm, if a breach of this Agreement requires you to compensate DUC, damages may be based on the cost of restoring the Habitat Area of the Property.

## SECTION 7 - GENERAL COVENANTS

- 7.1 **Publications** - DUC may publicize the existence of this Agreement and its terms and publish materials for the purposes of education.
- 7.2 **Severability** - If a covenant, easement or restriction in this Agreement is declared invalid or unenforceable, it will be severed from this Agreement, but the remaining covenants, easement and restrictions shall not terminate.
- 7.3 **Assignment Of Contractual Rights** - DUC may assign its rights under this Agreement to another Qualified Organization as designated under the Act. After DUC transfers its interest in this

Agreement, and provides you with written notice of the transfer, DUC is no longer liable for any breaches or any obligations under this Agreement.

- 7.4 Delivery Of Correspondence - Any notices, including requests for approval and replies to those requests required under this Agreement shall be personally delivered or delivered by prepaid ordinary mail or facsimile to the other party at its address. The addresses are as follows:

YOUR ADDRESS:

1593113 Alberta Ltd. (Josh Thompson)  
47 Day Close  
Red Deer, AB, T4R 2B5  
Phone (403-391-8229)

DUC'S ADDRESS:

Ducks Unlimited Canada  
17504 - 111 Avenue  
Edmonton, AB T5S 0A2  
Phone: (780) 489-2002  
Fax: (780) 489-1856

Notice is deemed to have been received at the following time:

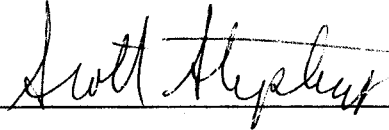
- If mailed, at the expiration of five business days after the mailing;
- If sent by fax, upon the successful completion of the transmission;
- If personally delivered, on the date it is delivered.

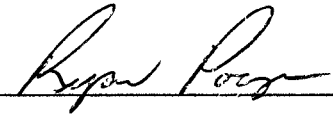
If either of the addresses change, the Parties must notify each other of the change in address.

- 7.5 Arbitration - In the case of a dispute because of this Agreement, the Parties will use arbitration or mediation under the then current *Arbitration Act* in the Province of Alberta (or such similar legislation). Each party will pay its own expenses, and will share the cost of the arbitrator. Any decision of an arbitrator will be final and binding on the Parties. The arbitrator may award costs against the Parties or either of them. The arbitration will take place in the City of Edmonton, in Province of Alberta. Nothing in this Section 7.5 or elsewhere in this Agreement limits or delays the enforcement provisions set out in Section 6 hereof and DUC has all remedies available to it (in law or equity) to enforce this Agreement as set out in Section 6 hereof without first going to arbitration.
- 7.6 Entire Agreement - This Agreement constitutes the entire agreement between the Parties with regard to the matters dealt with in this Agreement. No other understandings or agreements exist between the Parties.
- 7.7 Enduring Effect - The covenants, easements and restrictions set out in this Agreement shall be to the benefit of and be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns. If the Grantor is more than one person, then the obligations of the Grantor are joint and several.
- 7.8 Insurance - You will maintain reasonable comprehensive general liability insurance coverage in respect of your ownership and use of the Property. Each party will produce evidence of their insurance coverage to the other party within seven business days of being requested to do so by the other party.
- 7.9 Taxes And Fees - You will pay all taxes, assessments, fees, and charges levied on or assessed against the Property, (these payments are known as "Taxes"). DUC may, but does not have to,


7.16 Work Consent Form – Notwithstanding those restrictions in Sections 3.1, 3.3, 3.6 and 3.9 of this Agreement, there may be some work (the “Work”) that the Grantor may want to undertake that could be deemed contrary to the terms of the Agreement but have neutral impact to the Conservation Values or be of benefit. In DUC’s sole discretion, DUC may allow the Work upon approval of the Work Consent Form in use at that time that outlines the specific conditions of the Work. In certain cases, DUC may request that the Grantor obtain a bond to be held by DUC and returned to the Grantor upon completion of the Work.

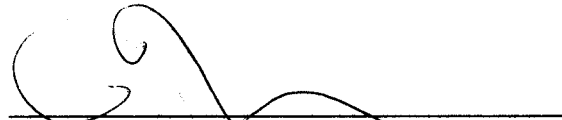
**DUCKS UNLIMITED CANADA**

Per: 

Per: 

**NAME OF GRANTOR**

  
WITNESS DARWISH CHAMBERS

  
1593113 Alberta LTD. PER: JOHN THOMPSON



advance any payment, including a payment of Taxes or a payment to obtain or maintain insurance. If DUC does make such payments, they will become a debt due and owing by you to DUC.

- 7.10 Indemnity - Except as otherwise provided in this Agreement, you indemnify and save harmless DUC and its directors, officers, employees, agents, contractors, successors and assigns from and against any and all actions, causes of action, suits, claims and demands by or on behalf of any persons or other entities arising out of or occasioned by any act, omission or negligence of you and your employees, agents and others that you allow onto the Property (collectively, "Your Agents") by reason of the performance or non-performance of the rights and obligations of you and Your Agents under this Agreement.

Except as otherwise provided in this Agreement, DUC does hereby indemnify and save harmless you and your directors, officers, employees, agents, contractors, successors and assigns from and against any and all actions, causes of action, suits, claims and demands by or on behalf of any persons, or other entities arising out of or occasioned by any act, omission or negligence of DUC and its employees and agents (collectively, "DUC Agents") by reason of the performance or non-performance of the rights and obligations of DUC and the DUC Agents under this Agreement.

- 7.11 Postponement of Prior Encumbrances - You agree to obtain, in registerable form satisfactory to DUC, a postponement to this Agreement of the rights on title and interest of each person holding any encumbrance or interest in the Property ranking prior to that hereby granted by you to DUC against the title to the Property with the exception of those encumbrances listed in the attached **Schedule "C"**, if any.
- 7.12 Amendment Of Contract - The Parties may amend any term of this Agreement by mutual consent by amendments in writing. The headings set out in this Agreement are for reference only. The statements set out in the section of this Agreement entitled, "**Purposes of this Agreement**", are a part of this Agreement.
- 7.13 No Waiver Allowed - If DUC does not enforce or if DUC waives any breach of this Agreement, DUC remains entitled to enforce a later breach or default of this Agreement. No waiver of the rights of DUC in this Agreement shall be inferred from or implied by any failure to exercise any right.
- 7.14 Applicable Law - This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Alberta.
- 7.15 Consent - In this Agreement, wherever the permission, consent or agreement of DUC is required, such permission, consent or agreement must be obtained in writing and DUC may, in its sole discretion, place conditions on any such permission, consent or agreement, including without limitation requiring the Grantor to agree to the terms of DUC's Work Consent Form in use at that time.



**SCHEDULE "A"**

**CONSERVATION VALUES**

This Conservation Easement Agreement encompasses SW13-37-26-W4 and SE 13-37-26-W4 (as shown on "Schedule A" – Property and Habitat Area Sketch Plans). The Habitat Area is located within the County of Red Deer and geographically situated east of the city of Red Deer Alberta. This area is an internationally significant area for waterfowl within the Canadian Prairie Pothole Region.

This project functions in association with other conservation projects located in the immediate vicinity and serves to add to and protect high quality Native Parkland and Wetland Habitat in an area of significant habitat loss due to wetland basin draining, parkland woodlot clearing and cropland expansion.

The Habitat Area identified on the sketch plans includes seasonal, semi-permanent Wetlands and Upland habitat. The associated eco-region vegetation includes grass species, shrubs, Saskatoon, Snowberry, Willows, Chokecherry and Aspen trees. Waterfowl, other bird, mammal and amphibian species will benefit with the conservation of this valuable Wetland and Upland habitat. This Conservation Easement is to occur in perpetuity. A total of 300.54 acres are affected by the restrictions of the Conservation Easement. The Habitat Area includes 53.91 acres of Wetlands, 100.87 acres of forest/shrub Uplands, 145.76 acres of Native Uplands.

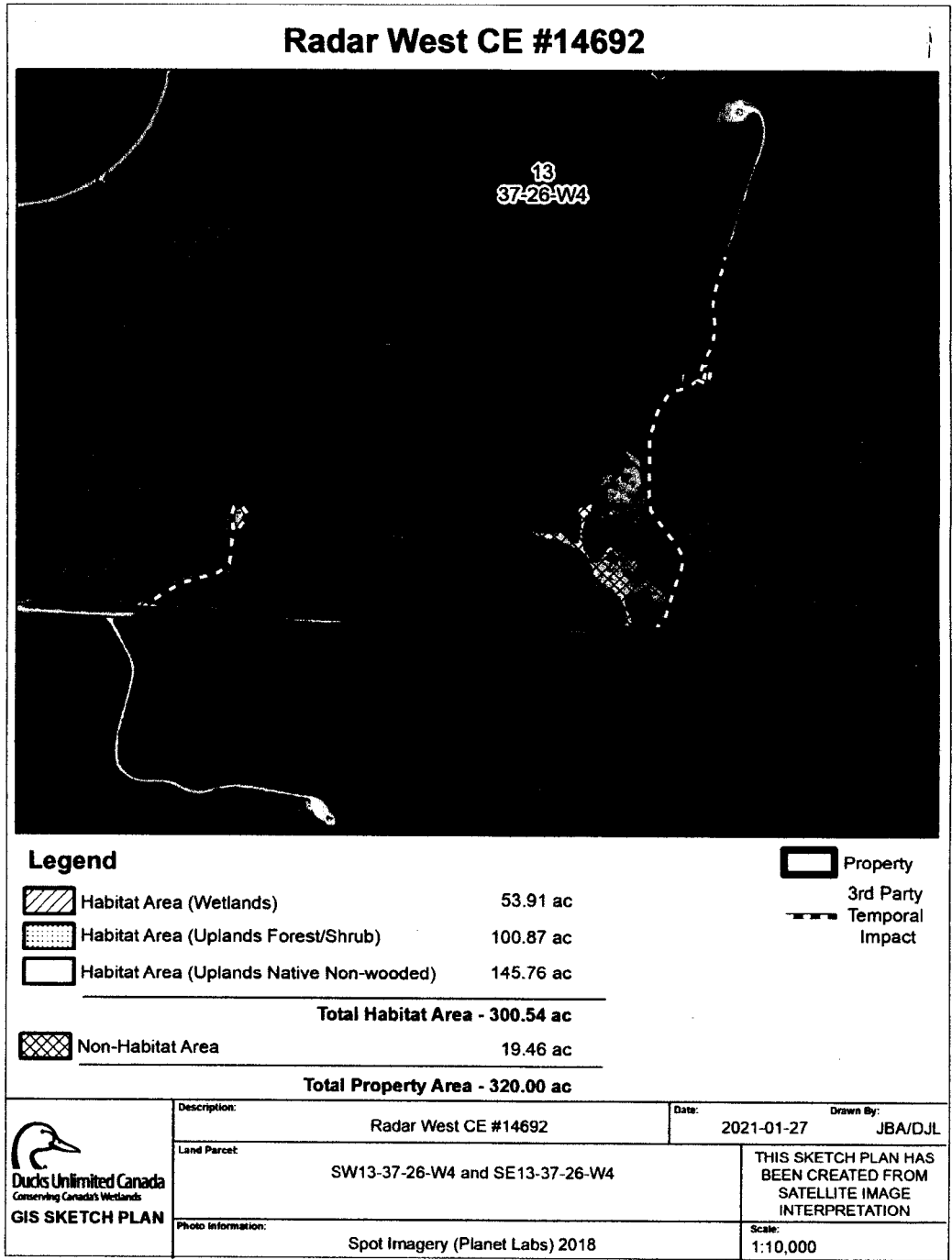
The Property consists of 320 acres. There is 19.46 acres Non-Habitat Area.

The long-term conservation plan for this Habitat Area is for it to remain intact. Livestock grazing is the preferred management and there is to be no cultivation nor breaking of the land other than outlined in Schedule B. There is to be no wetland infilling or drainage. Maintaining a healthy, relatively weed free forage stand is envisioned in the long term. Wetland levels currently fluctuate from year to year in naturally occurring wet-dry cycles. This is a desirable ecological process and will be allowed to continue indefinitely.

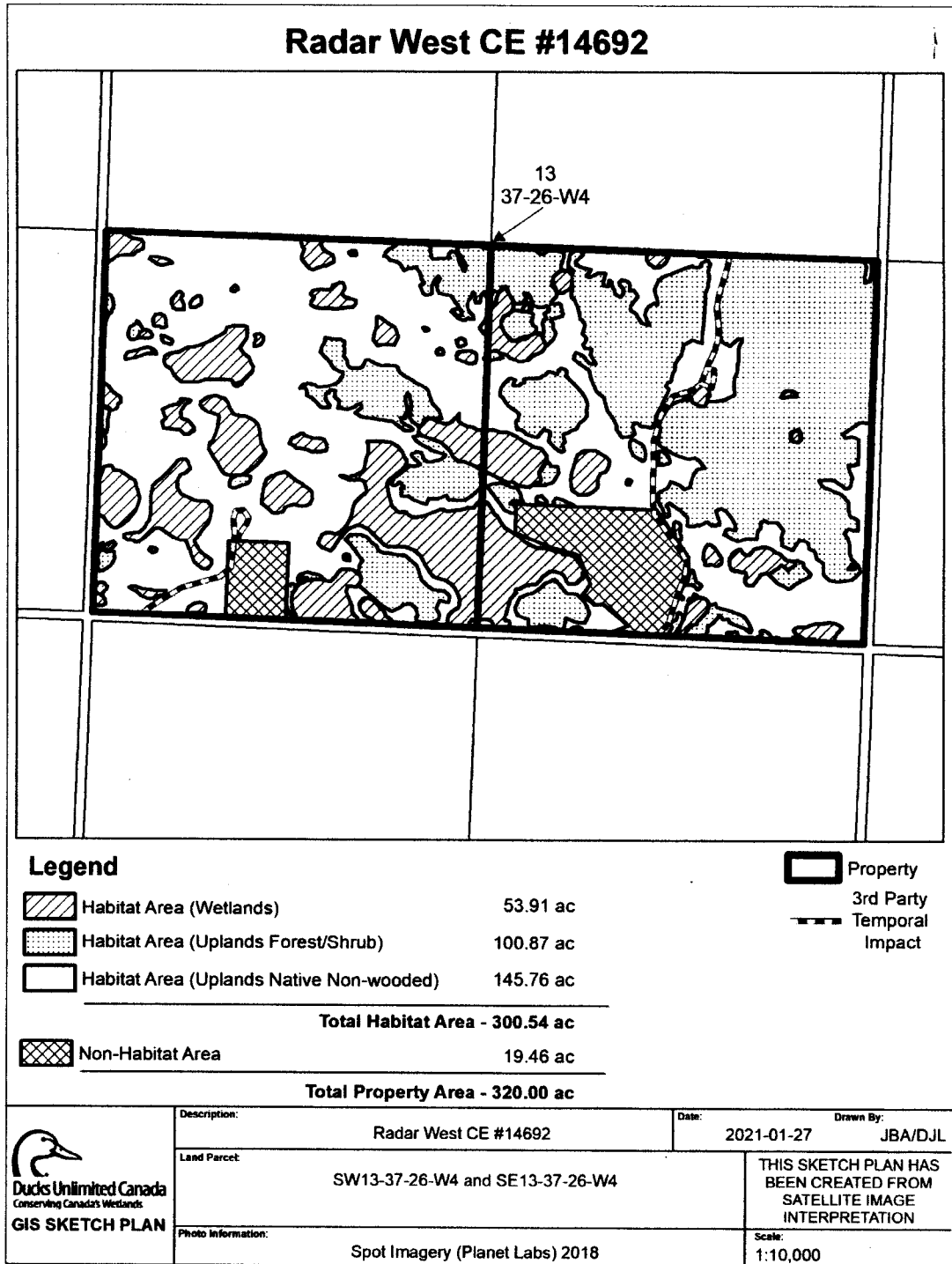
The Habitat Area as shown on the sketch plans and high-resolution satellite image included in the Schedule "A" Sketch Plans accurately represents the Habitat Area described within this Agreement at the time of signing.

**PROPERTY AND HABITAT AREA - SKETCH PLANS**

**FIGURE 1-ENTIRE CONSERVATION EASEMENT AREA-SKETCH 1 WITH SATELLITE IMAGE**

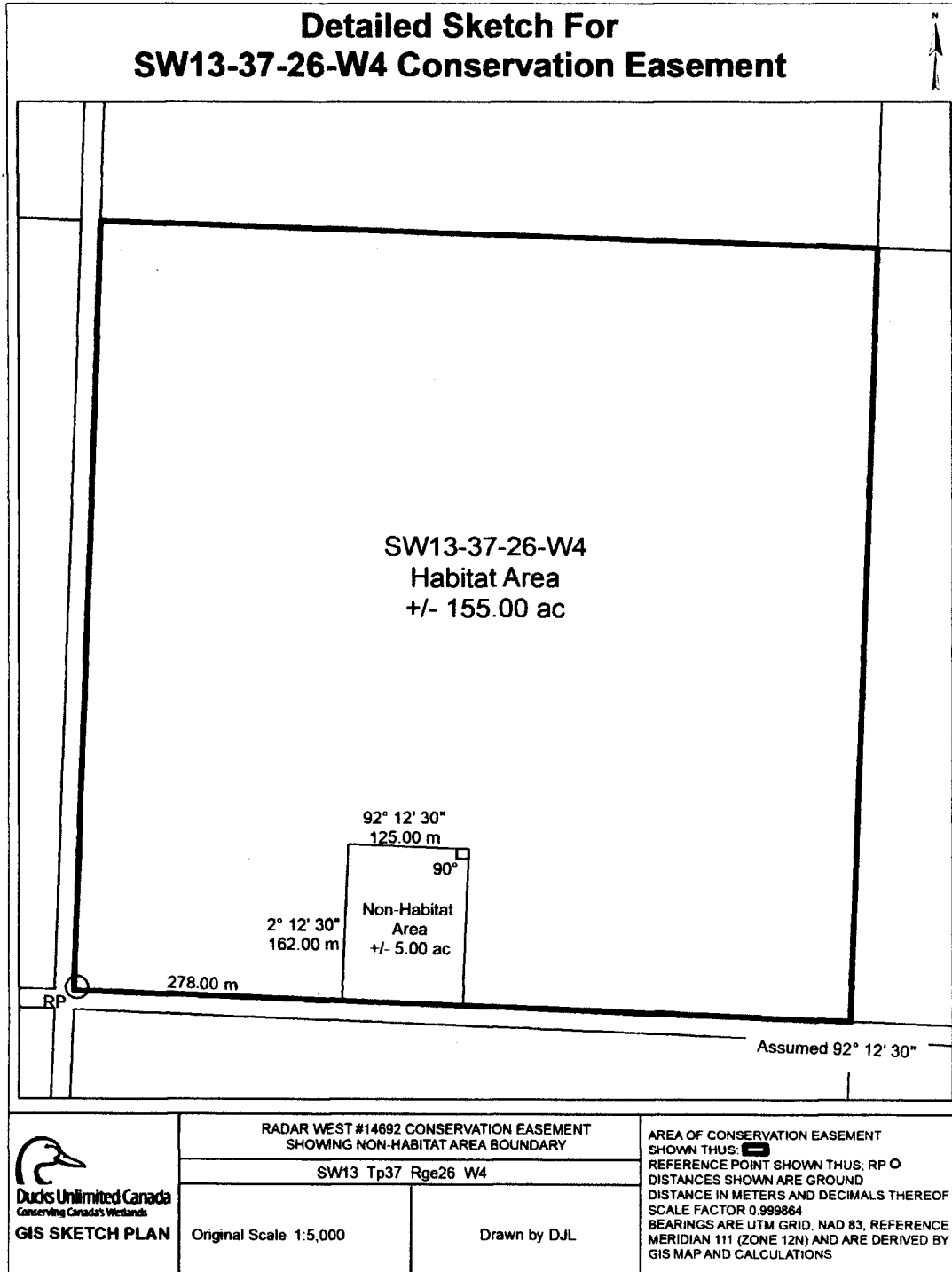


**FIGURE 2-ENTIRE CONSERVATION EASEMENT AREA-SKETCH 2 WITH NO IMAGE**



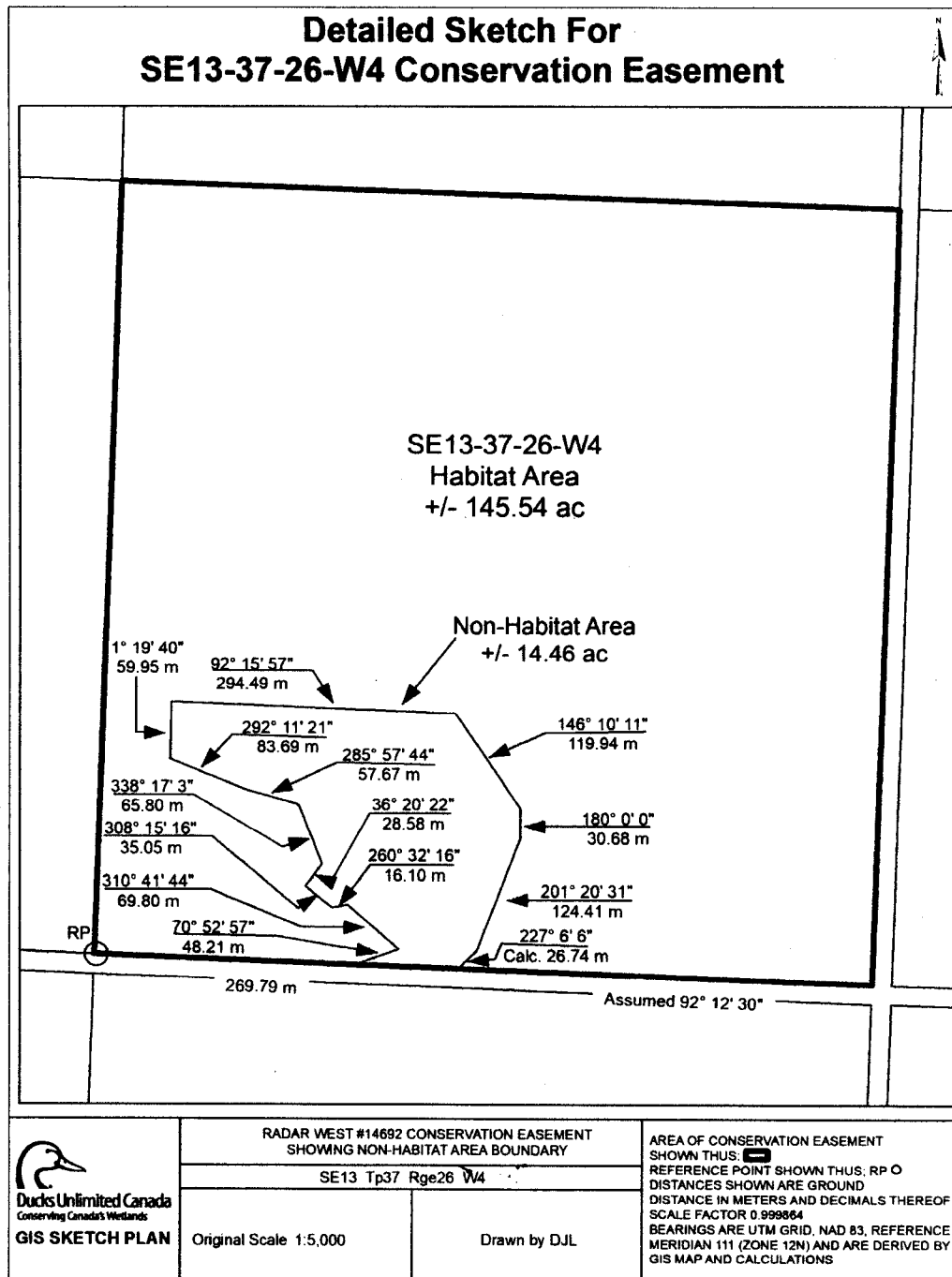
97

FIGURE 3 – DETAILED NON-HABITAT AREA SKETCH WITH NO IMAGE (SW13-37-26-W4)



97 H

FIGURE 4 – DETAILED NON-HABITAT AREA SKETCH WITH NO IMAGE (SE13-37-26-W4)



97 H

## SCHEDULE "B"

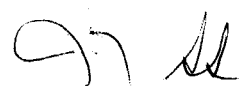
### SPECIAL PROVISIONS AND CONDITIONS

The long-term management of the Habitat Area includes livestock grazing only. Upland and Wetland areas within the Conservation Easement's Habitat Area are approximately indicated in sketch plans attached to and forming part of Schedule "A".

- A. Upland Areas (areas normally free of standing water and vegetated by terrestrial plant species) will be managed as follows:
- a) The vegetation will be retained in perennial cover which will naturalize under responsible conservation-minded grazing management.
  - b) Everyday management practices such as but not limited to the installation of cross fencing, maintenance of existing trails and beaver management is permitted.
  - c) The Grantor is responsible for all fencing associated with the parcel.
  - d) The Grantor is allowed to remove deadfall trees for personal use (firewood). This approval comes with the understanding that no commercial logging or motorized clearing will be undertaken in the Habitat Area.
  - e) The Grantor will ensure the Upland area is in a relatively weed-free state.
  - f) Livestock grazing will be permitted in the Uplands and Wetlands.
  - g) A Work Consent Form may be issued for the spraying of woody vegetation that is encroaching outside of the Forest and Shrub Uplands, as identified on Fig. 1 and 2. This Work Consent Form should be issued before any work has commenced.
  - h) The 5 acre non-habitat area associated with the SW13-37-26-W4 although defined in Schedule A, may be relocated or adjusted within the boundaries of the SW13-37-26-W4. This can be done while utilizing the DUC Work Consent Form.
  - i) Notwithstanding Section 5.3 of this Agreement, no signage can be erected on the Property without your express approval and consent, acting reasonably
- B. Wetland Areas (areas normally retaining standing water for part of or all of the year and vegetated by semi-aquatic or aquatic plant species) will be managed as follows:
- a) Wetlands will remain unaltered in their current state or restored/enhanced (utilizing the DUC Work Consent Form). It is recognized that Wetlands on the Habitat Area will experience natural water level changes depending upon climatic conditions and that this ecological process is desirable. It is anticipated that beavers will frequent the Wetlands and will build lodges, bank holes, cut trees and alter Wetland levels through channeling.

Drainage activities such as drains, channels, ditches, or other means to unnaturally lower levels in Wetlands will not be permitted within the Habitat Area.

For clarity, and subject to the terms and conditions of this Conservation Easement, the present and future owners of all or part of the Property will be required to comply with the obligations of the Grantor in this Conservation Easement.



SCHEDULE "C"

LIST OF PERMITTED ENCUMBRANCES

SE13-37-26-W4 - Title # 172 118 725 +1

- 5723SZ        24/01/1972    EASEMENT  
"EXTENDED BY UNDER SECTION 36 OF THE WATER  
RESOURCES ACT"
- 842 234 749 29/10/1984    UTILITY RIGHT OF WAY  
GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY  
LIMITED.  
" AFFECTS PART OF THIS TITLE "
- 942 322 190 18/10/1994    CAVEAT  
RE : SURFACE LEASE  
CAVEATOR - EXORO ENERGY INC.  
630, 999 - 8TH STREET SW CALGARY ALBERTA T2R1J5  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
052428703)  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
072290335)
- 032 092 347 14/03/2003    CAVEAT  
RE : RIGHT OF WAY AGREEMENT  
CAVEATOR - EXORO ENERGY INC.  
630, 999 - 8TH STREET SW CALGARY ALBERTA T2R1J5  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
072290311)
- 032 306 110 20/08/2003    CAVEAT  
RE : SURFACE LEASE UNDER 20 ACRES  
CAVEATOR - EXORO ENERGY INC.  
630, 999 - 8TH STREET SW CALGARY ALBERTA T2R1J5  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
072290312)
- 172 065 132 11/03/2017    EASEMENT  
"AS TO PART DESCRIBED, FOR THE BENEFIT OF  
7-37-25-4"

97 sk

SW13-37-26-W4 - Title # 172 118 725

5723SZ        24/01/1972 EASEMENT  
"AS TO L.S.D. 3. UNDER SEC. 36 OF THE WATER  
RESOURCES ACT"

942 322 190 18/10/1994 CAVEAT  
RE : SURFACE LEASE  
CAVEATOR - EXORO ENERGY INC.  
630, 999 - 8TH STREET SW CALGARY ALBERTA T2R1J5  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
052428703)  
(DATA UPDATED BY: TRANSFER OF CAVEAT  
072290335)

972 149 137 28/05/1997 CAVEAT  
RE : SURFACE LEASE UNDER 20 ACRES  
CAVEATOR - PENN WEST PETROLEUM LTD.  
C/O P.O.BOX 1450 STATION 'M' CALGARY ALBERTA T2P2L6  
AGENT - KEVIN J BENNETT  
(DATA UPDATED BY: CHANGE OF NAME 042312955)  
(DATA UPDATED BY: CHANGE OF NAME 072154973)

972 285 877 19/09/1997 CAVEAT  
RE : RIGHT OF WAY AGREEMENT  
CAVEATOR - PENN WEST PETROLEUM LTD.  
C/O P.O.BOX 1450 STATION 'M' CALGARY ALBERTA T2P2L6  
AGENT - ANGIE CRAIGIE  
(DATA UPDATED BY: CHANGE OF NAME 042312975)  
(DATA UPDATED BY: CHANGE OF NAME 072159061)

172 065 132 11/03/2017 EASEMENT  
"AS TO PART DESCRIBED, FOR THE BENEFIT OF  
7-37-25-4"

Total Instrument: 011



**AFFIDAVIT OF EXECUTION**

CANADA  
PROVINCE OF ALBERTA  
TO WIT:


I, DARWIN CHAMBERS of the City of RED DEER, in the Province of Alberta, MAKE OATH AND SAY:


1. THAT I was personally present and did see JOSH THOMPSON named in the within (or annexed) Instrument who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.

2. THAT the same was executed at the City of RED DEER, in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said party(ies) and he/she/each is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of )  
RED DEER, in the Province of Alberta, )  
this 5 day of MARCH, 2021. )

  
A COMMISSIONER FOR OATHS IN AND FOR  
THE PROVINCE OF ALBERTA

  
DARWIN CHAMBERS

BRENT THYGESEN  
My Appointment Expires May 17, 2022




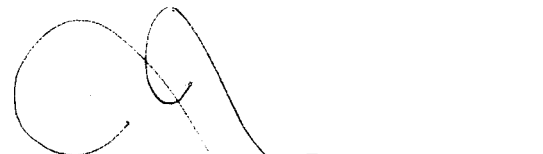
FORM 31.1  
LAND TITLES ACT  
(SECTION 161)  
AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, JOSH THOMPSON, of the CITY of RED DEER, in the Province of Alberta, MAKE OATH AND SAY:

1. I AM AN OFFICER OR DIRECTOR OF 1593113 ALBERTA LTD. NAMED IN THE WITHIN OR ANNEXED INSTRUMENT (OR CAVEAT).
2. I AM AUTHORIZED BY THE CORPORATION TO EXECUTE THE INSTRUMENT (OR CAVEAT) WITHOUT AFFIXING A CORPORATE SEAL.

SWORN BEFORE ME at the CITY of )  
RED DEER, in the Province of Alberta, this )  
5 day of MARCH, 2021. )

  
A Commissioner for Oaths in and for the Province of Alberta

  
JOSH THOMPSON

BRENT THYGESEN  
My Appointment Expires May 17, 2022





212065597

212065597 REGISTERED 2021 03 18  
CONE - CONSERVATION EASEMENT  
DOC 1 OF 2 DRR#: C11EFED ADR/CRJONES  
LINC/S: 0023080245 +