



LAND TITLE CERTIFICATE

S	LINC	SHORT LEGAL	TITLE NUMBER
	0017 656 620	4;15;41;3;NE	212 150 407 +1
	0034 796 391	4;15;41;3;SE	

LEGAL DESCRIPTION

FIRST

THE NORTH EAST QUARTER OF SECTION THREE (3)
TOWNSHIP FORTY ONE (41)
RANGE FIFTEEN (15)
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.
EXCEPTING THEREOUT:
0.405 HECTARES (1 ACRE) MORE OR LESS, AS SHOWN ON ROAD
PLAN 149MC.
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

SECOND

~~MERIDIAN 4 RANGE 15 TOWNSHIP 41~~
~~SECTION 3~~
~~QUARTER SOUTH EAST~~
~~CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.~~
~~EXCEPTING THEREOUT:~~

		HECTARES (ACRES) MORE OR LESS
A) PLAN 149MC	ROAD	0.87 2.15
EXCEPTING THEREOUT ALL MINES AND MINERALS		
AND THE RIGHT TO WORK THE SAME		

ESTATE: FEE SIMPLE

MUNICIPALITY: FLAGSTAFF COUNTY

REFERENCE NUMBER: 212 009 446 +1

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
212 150 407	09/07/2021	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

WADE ARLEN WILSON

(CONTINUED)

AND
SUSAN JENNIFER WILSON
BOTH OF:
BOX 21
SILVER VALLEY
ALBERTA T0H 3E0
AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
815CE	17/10/1919	CAVEAT CAVEATOR - CANADIAN PACIFIC RAILWAY COMPANY.
3813KM	04/12/1956	UTILITY RIGHT OF WAY GRANTEE - ALBERTA POWER LIMITED. AFFECTED LAND: 4;15;41;3;NE AS TO PORTION OR PLAN:2035KS "TAKES PRIORITY DATE OF CAVEAT #7695KB DATA UPDATED BY TRANSFER OF UTILITY RIGHT OF WAY #6699SQ"
5796LG	04/03/1959	UTILITY RIGHT OF WAY GRANTEE - ALBERTA POWER LIMITED. AFFECTED LAND: 4;15;41;3;SE "DATA UPDATED BY TRANSFER OF UTILITY RIGHT OF WAY #6699SQ"
802 204 046	05/09/1980	UTILITY RIGHT OF WAY GRANTEE - PHOENIX GAS CO-OP LTD. 807-2 AVE WAINWRIGHT ALBERTA T9W1C4 AFFECTED LAND: 4;15;41;3;SE (DATA UPDATED BY: CHANGE OF NAME 062475123)
952 257 332	27/09/1995	CAVEAT RE : SEE CAVEAT CAVEATOR - ALBERTA POWER LIMITED. 10035 105 STREET, EDMONTON ALBERTA T5J2V6 AGENT - LESLIE LOWE AFFECTED LAND: 4;15;41;3;NE
042 406 805	20/09/2004	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - TIVERTON PETROLEUMS LTD. 710 635 8 AVE SW CALGARY

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

212 150 407 +1

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T2P3M3
AGENT - MIKE MORK

~~052 091 334 10/03/2005 CAVEAT~~
~~RE : SURFACE LEASE UNDER 20 ACRES~~
~~CAVEATOR - TIVERTON PETROLEUMS LTD.~~
~~710 635 8 AVE SW~~
~~CALGARY~~
~~ALBERTA T2P3M3~~
~~AGENT - MIKE MORK~~
~~AFFECTED LAND: 4;15;41;3;SE~~

~~062 140 334 01/04/2006 CAVEAT~~
~~RE : RIGHT OF WAY AGREEMENT~~
~~CAVEATOR - ATCO ELECTRIC LTD.~~
~~ATTN LAND & RECORDS MANAGEMENT~~
~~10035 105 ST~~
~~EDMONTON~~
~~ALBERTA T5J2V6~~
~~AGENT - NATALYA MAXWELL~~
~~AFFECTED LAND: 4;15;41;3;SE~~

~~052 254 684 27/06/2005 CAVEAT~~
~~RE : RIGHT OF WAY AGREEMENT~~
~~CAVEATOR - TIVERTON PETROLEUMS LTD.~~
~~710 635 8 AVE SW~~
~~CALGARY~~
~~ALBERTA T2P3M3~~
~~AGENT - MIKE MORK~~
~~AFFECTED LAND: 4;15;41;3;SE~~
~~"ENDORSED BY 112138779 ON 20110513"~~

~~112 138 790 13/05/2011 DISCHARGE OF CAVEAT 052254684~~
~~PARTIAL~~
~~EXCEPT PLAN/PORTION: 1026534~~

TOTAL INSTRUMENTS: 010

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 17 DAY OF
NOVEMBER, 2025 AT 01:50 P.M.

ORDER NUMBER: 55569283

CUSTOMER FILE NUMBER: CLHBID/wf



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:

815CE

ORDER NUMBER: 55569924

ADVISORY

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815 C.E.
DATED 16th AUGUST, 1919.

1919
AUG 17

13241

CAVEAT

All Sec. 3-41-15, W. 4th.

I certify that the within Instrument for duly Entered and Registered in the Land Titles Office for the North Alberta Land Registration District at Edmonton, in the Province of Alberta at 8.01 o'clock, A.M., on the 17 day of August, 1919, Number 815, Book 836, Folio 24, is the property of J. D. Walker, Registrar, I.D. 4033.

GEO. A. WALKER,
Solicitor, C.P.R.
Calgary, Alta.

A. Morrison
C.P.R. Calgary

I, ALLAN CAMERON, of the City of Calgary, in the Province of Alberta,

make oath and say as follows:—

1. I am the General Superintendent of Lands of and Agent for the above named Caveators.
2. I believe that the said Caveators have 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 proposing to deal therewith.

SWORN before me at Calgary,

in the Province of Alberta,

this 14 day of October

A.D. 1914



A Commissioner in and for the Province of Alberta.



To the Registrar of the North Alberta Land Registration District

as follows: "That if the Purchaser, his legal representatives or assigns, shall pay the several sums of money aforesaid punctually at the several times above fixed, and shall in like manner strictly and literally perform all and singular the aforesaid conditions, then he, his executors, administrators, or assigns approved as hereinafter provided, upon the surrender of this Contract and the execution by him or them of such transfer, shall be entitled to a transfer, conveying the said premises in fee simple, freed and discharged from all encumbrances, but subject to the reservations, limitations, provisoes and conditions contained and expressed in the original grant from the Crown, and excepting and reserving thereout and therefrom all gas, petroleum, mines and minerals belonging to the Company which may be found to exist in, upon or under the said land, together with full power to the Company, its successors and assigns, to work the same, and for that purpose to enter upon and use and occupy the said land, or so much thereof and to such an extent as may be necessary for the effectual working of the said minerals, or mines, quarries, pits, seams and veins containing the same, and also reserving to the Company, its successors and assigns, the right at any time to enter upon the said land, to make surveys for any line of railway owned, leased or operated by the Company, and also reserving to the Company, its successors and assigns, the right to take and acquire a strip or strips of land one hundred (100 ft.) feet wide, or so much of said strip or strips of land as may be within the said described land, to be used for right of way or other railway purposes whenever the railway line of the Company, its successors or assigns, is or hereafter shall be located on or over or within fifty (50 ft.) feet of the said land. Provided further, that the Company, its successors or assigns, in addition to paying the actual value of any buildings or improvements on the said land affected thereby, shall pay for the land so taken or acquired for such right of way or other railway purposes as aforesaid, a sum per acre not greater than

being the price per acre paid therefor to the Company by the Purchaser." CLAIM an equitable interest under and by virtue of the said reservations contained in said Agreement for Sale in

All of Section Three (3), Township Forty-one (41), Range Fifteen (15), West of the Fourth (4th) Meridian, - - - - -

THE CANADIAN PACIFIC RAILWAY COMPANY.

Per W. A. Ballman
General Superintendent of Lands.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862.

2. The second part is a report from the Secretary of the Treasury, dated January 3, 1862.

3. The third part is a report from the Secretary of the Interior, dated January 3, 1862.

4. The fourth part is a report from the Secretary of the Navy, dated January 3, 1862.

5. The fifth part is a report from the Secretary of the War, dated January 3, 1862.

CANADIAN PACIFIC RAILWAY COMPANY

DEPARTMENT OF NATURAL RESOURCES

LAND CONTRACT

This Contract made this Second----- day of September-----

in the year 1912, between The Canadian Pacific Railway Company (hereinafter called "the Company") and

EFFIE DELL WELSH of Toulon, in the State of Illinois, one of the

United States of America, Widow,-----

(hereinafter called "the Purchaser")

Witnesseth, that in consideration of the conditions and stipulations herein contained and the payments to be made as herein specified, the performance of each and every of the said conditions and stipulations as well as the making of the said payments being expressly declared a condition precedent and of the essence of this contract, the Company hereby agrees to sell to the Purchaser

All of

Section Three (3)----- in Township No. Forty-one (41)-----

Range No. Fifteen (15)-----West of the 4th Meridian, containing, according to the Dominion Government Survey Six hundred and forty (640)----- acres, be the same more or less: subject to the rights of way and other reservations hereinafter mentioned and excepted, for the sum of Eight thousand three hundred and twenty (\$8320)--- Dollars being at the rate of Thirteen (\$13)----- Dollars per acre, of which the Purchaser

has paid the sum of One thousand six hundred and sixty-four (\$1664)-----

Dollars on account of the principal,

and the Purchaser in consideration of the premises, hereby agrees to pay to the Company at the office of its Department of Natural Resources, at the City of Calgary, in the Province of Alberta, the following sums of principal and interest, at the several times below named:

WHEN DUE			PRINCIPAL	INTEREST
2nd Payment	September 2nd,	1913	\$ 739.55	\$ 329.35 <i>Pd</i>
3rd Payment	" "	1914	739.55	354.98 <i>Pd</i>
4th Payment	" "	1915	739.55	310.61 <i>Pd</i>
5th Payment	" "	1916	739.55	266.23 <i>Pd</i>
6th Payment	" "	1917	739.55	221.86 <i>Pd</i>
7th Payment	" "	1918	739.55	177.49 <i>Pd</i>
8th Payment	" "	1919	739.55	133.11 <i>Pd</i>
9th Payment	" "	1920	739.55	88.74 <i>Pd</i>
10th Payment	" "	1921	739.60	44.37 <i>Pd</i>

AND THE PURCHASER HEREBY AGREES and binds himself, his executors, administrators and assigns, and this contract is made on the following express stipulations and conditions:

1. THAT all improvements placed upon the said land shall remain thereon, and shall not be removed or destroyed until final payment has been made for the said land.

2. THAT he will punctually pay the sums of money above specified as each of the same becomes due, and will pay interest at the rate of six per centum per annum upon all payments in default whether of principal or interest.

3. THAT he will regularly and duly pay all such rates, taxes and assessments as may be lawfully imposed upon the said land or the said improvements, and if the Purchaser or the approved Assignee, as the case may be, shall fail to pay the said rates, taxes and assessments, the Company may on behalf of the Purchaser or approved Assignee pay the same, and the amount so paid shall be payable forthwith to the Company by the Purchaser, his legal representative or assigns, with interest at the rate of six per centum per annum from the date of such payment being made by the Company.

4. THAT he will cut no wood or timber from said land, except a sufficient quantity for fuel and fencing, for actual and necessary use thereon and for buildings to be erected thereon.

5. THAT if the Purchaser, his legal representatives or assigns shall pay the several sums of money aforesaid punctually at the several times above fixed, and shall in like manner strictly and literally perform all and singular the aforesaid conditions, then he, his executors, administrators or assigns approved as hereinafter provided, upon the surrender of this contract and the execution by him or them of such transfer, shall be entitled to a transfer, conveying the said premises in fee simple freed and discharged from all encumbrances, but subject to the reservations, limitations, provisos and conditions contained and expressed in the original grant from the Crown, and excepting and reserving thereout and therefrom all gas, petroleum, mines and minerals belonging to the Company which may be found to exist in, upon or under the said land, together with full power to the Company, its successors and assigns, to work the same, and for that purpose to enter upon and use and occupy the said land, or so much thereof and to such an extent as may be necessary for the effectual working of the said minerals, or mines, quarries, pits, seams and veins containing the same, and also reserving to the Company, its successors and assigns, the right at any time to enter upon the said land to make surveys for any line of railway owned, leased or operated by the Company, and also reserving to the Company, its successors and assigns, the right to take and acquire a strip or strips of land 100 feet wide, or so much of said strip or strips of land as may be within the said described land, to be used for right of way or other railway purposes whenever the railway line of the Company, its successors or assigns is or hereafter shall be located on or over or within 50 feet of the said land. Provided further, that the Company, its successors or assigns, in addition to paying the actual value of any buildings or improvements on the said land affected thereby, shall pay for the land so taken or acquired for such right of way or other railway purposes as aforesaid, a sum per acre not greater than **Thirteen (\$13) --**
----- Dollars, being the price per acre paid therefor to the Company by the Purchaser.

6. THAT if the Purchaser or the approved Assignee, as the case may be, shall fail to make the payments aforesaid or any of them within the times above limited, respectively, or shall fail to fulfil and carry out in their entirety the terms, conditions and provisions of this contract, in the manner and within the times above mentioned and provided, the times of payment as aforesaid as well as the strict performance of each and every of the said other terms, conditions, provisions, and stipulations, being a condition precedent and of the essence of this contract, then the Company shall have the right to declare this contract null and void, by notice in writing to that effect, personally served on the Purchaser or mailed in a registered letter addressed to him at the Post Office hereunder designated by him as his Post Office address, or in case of an approved assignment, personally served on the Assignee or addressed to the Assignee, at the Post Office or place of residence described in the assignment as his Post Office address or place of residence, or in case of the death of the Purchaser or Assignee, and no will of the deceased being proved, or personal representative appointed to his estate in the Province in which the said land is situate, within one year after the death of the deceased, then the Company shall have the right to declare this contract null and void, without any notice, by cancelling the same in its books, and all rights and interests hereby created or then existing in favor of the Purchaser or his approved Assignee, or derived under this contract, shall thereupon cease and determine, and the premises hereby agreed to be sold, shall revert to and revest in the Company without any further declaration of forfeiture or notice or act of re-entry, and without any other act by the Company to be performed or any suit or legal proceedings to be brought or taken, and without any right on the part of the Purchaser or his Assignee to any reclamation or compensation for monies paid thereon.

7. THAT in case the Company at any time hereafter becomes entitled to cancel this contract, it shall, without prejudice to its right thereafter to cancel the same, have the right to enter into, have, hold, use, occupy, possess and enjoy the said land, and any improvements thereon, including any growing crops, without let, suit, hindrance, interruption or denial of the Purchaser, his executors, administrators or assigns, or any other person or persons whomsoever, and to occupy the said land personally, or by its servants or agents, or to lease the same to any person, firm or corporation, applying on this contract the net amount received by the Company therefrom after payment of all costs, charges and expenses in connection therewith, the Company to have entire discretion at its own option as to the method, the manner, and price of such occupation or letting.

8. THAT if squatters or other persons shall be found on any of the said land or to have any claim thereto, the Purchaser hereby undertakes their removal, or the settlement of such claim, and to obtain possession of the said land at his own cost and expense, unless he determines to abandon the property adversely possessed or claimed, of which determination notice in writing shall be given to the Company's Manager of the Department of Natural Resources, at the City of Calgary aforesaid, within one month from the date of the discovery of the fact of such adverse possession or claim, but in case of adverse possession or claim the Company shall have the right to cancel the sale, and if the Purchaser shall so abandon the property, or if such adverse possession or claim shall be maintained, or should prove to be under valid title, or, if the sale should be cancelled by the Company, the Purchaser shall have no claim for damages, nor upon any other ground, upon or against the Company save for the return with interest of the payment made on account of the land withheld from him.

9. THAT no assignment of this contract shall be valid unless the same shall be for the entire interest of the Purchaser and approved and countersigned by the Company's Manager of the Department of Natural Resources or other duly authorized person, and no agreement or condition or relations between the Purchaser and his Assignee or any other person acquiring title or interest from or through the Purchaser, shall preclude the Company from the right to convey the premises to the Purchaser on the surrender of this contract and the payment of the unpaid portion of the purchase money, and the execution of the transfer by the Purchaser, unless the assignment hereof be approved and countersigned by the said Manager of the Department of Natural Resources or other person as aforesaid.

10. ALL WORDS in the hereinbefore mentioned recitals, covenants, provisos and conditions, which import the singular number, shall be read and construed as applied to each and every person, male or female, named as "The Purchaser," and, in the case of a Corporation, to such Corporation and its successors, and in case of more than one person being named as "The Purchaser" the said recitals, covenants, provisos and conditions shall be construed and held to be several as well as joint.

IN WITNESS WHEREOF The Canadian Pacific Railway Company has caused these presents in duplicate to be signed by its Manager of the Department of Natural Resources and the Purchaser has hereunto set his name and designated the undernamed place as his Post Office address, on the day and year first above written.

WITNESS

P. D. Chudleigh
.....
Manager.

P. D. Chudleigh
.....
As to Signature of Manager.

WITNESS

Effie Dell Welch
.....
Purchaser.

M. L. Hewey
.....
As to Signature of Purchaser.

Soulon, Ill
.....
Post Office Address.

No. I.D. 4055.

Dated September 2nd, 1912

The Canadian Pacific Railway Co.

AND

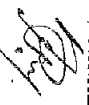
EFFIE D. WELSH.

Contract

ALL of 3-41-15, W.4th.

GEO. A. WALKER
Solicitor, Department of Natural Resources
Canadian Pacific Railway Co.
CALGARY, CANADA

Form No. 27-5000-4-13



THE ASSIGNMENT of the within Contract in favor of
of in the of
(Occupation) dated at the of 19...
is hereby approved.

DATED at Calgary, the of 19...

WITNESS:

Manager.

Solicitor.
Approved

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

952257332

ORDER NUMBER: 55569924

ADVISORY

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952257332 REGISTERED 1995 09 27
CAVE - CAVEAT
DOC 1 OF 1 DRR#: 5517281 ADR/DIODENQU
LINC/S: 0017656612 0017656620
0017656638



ALBERTA POWER LIMITED

An **ATCO** Company

10035 - 105 STREET, EDMONTON, ALBERTA T5J 2V6 • TELEPHONE (403) 420-7310 • FAX (403) 420-7400

July 14, 1995

ALBERTA POWER LIMITED

Bonnie Haas

LANDOWNER'S GST # _____

Box 643
Toulon, Illinois, USA
614 83

DEEDED LAND/FIVE YEAR RENT REVIEW INCREASE
710S VERMILION - 757S BATTLE RIVER 144 kV TRANSMISSION LINE 7L50
NW-3-41-15-4
OUR FILE: 6636-R1 (P1924)

During the past four years we have been paying a rental of \$60.00 per year for the transmission powerline structures located on the above mentioned lands.

We are now reviewing this rental payment and setting it for the next five year term commencing July 05, 1996. This rental covers the loss of use and adverse effect associated with these structures. A review of the rentals awarded by the Surface Rights Board and those being accepted by other landowners for similar structures on lands which have the same classification indicates that the rent being paid to you should be increased. Therefore, Alberta Power is proposing to increase your annual compensation from \$60.00 to \$75.00 (please see reverse side for Annual Rental Summary).

By accepting this offer and returning a signed copy of this letter to us you are representing to us that you are the registered owner(s) of the above captioned lands. In addition you are also agreeing to notify us of any changes in ownership of the lands and further agreeing that you shall not retain the right to the annual compensation upon sale of the lands. You also agree that should the transmission powerline no longer meet the "Surface Rights Act Regulations" definition noted below, due to the powerline being decommissioned and converted from a transmission powerline to a distribution powerline and operated at a voltage below 69 kilovolts then the annual rental payments will cease, effective on the decommissioning (conversion) date and no future rentals will have to be paid by Alberta Power Limited. This decommissioning scenario is foreseen happening only to powerlines carrying a voltage of 72 kV or lower.

The Surface Rights Act Regulations 359/85 defines a transmission line, as a powerline that carries bulk energy and has a voltage of 69 kilovolts or larger.

We would appreciate receiving your signed acceptance of this offer within 60 days from the date of this letter so that we can update our records. This will ensure that the rental payment of \$75.00 will be forwarded to you on or before the above mentioned renewal date and on each anniversary date thereafter. We also pay GST, so if you have a GST number and it is not shown above please include it in the above space provided. We have enclosed a return envelope for your convenience.

*I don't say what GST covers...2
so could not put it in*



Please let us know, if there are any changes to the land classification so that we can adjust the structure rental accordingly.

If you have any questions or comments, please contact me at 420-7961.

Yours truly,

ALBERTA POWER LIMITED

A. Lowe

LESLIE LOWE (Ms.)
Land and Properties

AGREED AND ACCEPTED BY ALL
REGISTERED OWNERS

this 27th day of July, 1995

Bonnie Haas
Please sign here

ANNUAL RENTAL SUMMARY

QTY	TYPE	NO. POLES	NO. LEGS	NO. ANCHORS	LAND CLASS	PREVIOUS AMOUNT	PROPOSED AMOUNT
3	HF	2	0	0	UCL	\$60.00	\$75.00
Total Rental Payable As To		100%				\$60.00	
Proposed Rental Payable As To		100%					\$75.00

TYPE

LAND CLASS

Anchor Structure	= AS	Cultivated	= CL
Deadend	= DE	Cultivated Pasture	= CP
H-Frame	= HF	Uncultivated	= UCL
Partial Tower	= PT	Headland	= HL
Single Pole	= SP	Farmyard	= FY
Special Structure	= SS	Road	= ROAD
Steel Tower	= ST		
Stub	= SB		
Two Pole	= 2P		
Miscellaneous Structure (ie. water valve)	= MS		



ALBERTA POWER LIMITED

An **ATCO** Company

10035 - 105 STREET, EDMONTON, ALBERTA T5J 2V6 • TELEPHONE (403) 420-7310 • FAX (403) 420-7400

July 14, 1995

Bonnie Haas

LANDOWNER'S GST # _____ ✓

Box 643
Toulon, Illinois, USA
614 83

DEEDED LAND/FIVE YEAR RENT REVIEW INCREASE
710S VERMILION - 757S BATTLE RIVER 144 kV TRANSMISSION LINE 7L50
NE-3-41-15-4
OUR FILE: 6636-R (P1923)

During the past four years we have been paying a rental of \$40.00 per year for the transmission powerline structures located on the above mentioned lands.

We are now reviewing this rental payment and setting it for the next five year term commencing July 05, 1996. This rental covers the loss of use and adverse effect associated with these structures. A review of the rentals awarded by the Surface Rights Board and those being accepted by other landowners for similar structures on lands which have the same classification indicates that the rent being paid to you should be increased. Therefore, Alberta Power is proposing to increase your annual compensation from \$40.00 to \$50.00 (please see reverse side for Annual Rental Summary).

By accepting this offer and returning a signed copy of this letter to us you are representing to us that you are the registered owner(s) of the above captioned lands. In addition you are also agreeing to notify us of any changes in ownership of the lands and further agreeing that you shall not retain the right to the annual compensation upon sale of the lands. You also agree that should the transmission powerline no longer meet the "Surface Rights Act Regulations" definition noted below, due to the powerline being decommissioned and converted from a transmission powerline to a distribution powerline and operated at a voltage below 69 kilovolts then the annual rental payments will cease, effective on the decommissioning (conversion) date and no future rentals will have to be paid by Alberta Power Limited. This decommissioning scenario is foreseen happening only to powerlines carrying a voltage of 72 kV or lower.

The Surface Rights Act Regulations 359/85 defines a transmission line, as a powerline that carries bulk energy and has a voltage of 69 kilovolts or larger.

We would appreciate receiving your signed acceptance of this offer within 60 days from the date of this letter so that we can update our records. This will ensure that the rental payment of \$50.00 will be forwarded to you on or before the above mentioned renewal date and on each anniversary date thereafter. We also pay GST, so if you have a GST number and it is not shown above please include it in the above space provided. We have enclosed a return envelope for your convenience.

✓ You don't say what GST covers
Joe L. [unclear] fill it in

Please let us know, if there are any changes to the land classification so that we can adjust the structure rental accordingly.

If you have any questions or comments, please contact me at 420-7961.

Yours truly,

ALBERTA POWER LIMITED

L. Lowe

LESLIE LOWE (Ms.)
Land and Properties

AGREED AND ACCEPTED BY ALL
REGISTERED OWNERS

this 20th day of July, 1995

Bonnie Haas
Please sign here

ANNUAL RENTAL SUMMARY

QTY	TYPE	NO. POLES	NO. LEGS	NO. ANCHORS	LAND CLASS	PREVIOUS AMOUNT	PROPOSED AMOUNT
2	HF	2	0	0	UCL	\$40.00	\$50.00
Total Rental Payable As To						100%	
Proposed Rental Payable As To						100%	
						\$40.00	\$50.00

TYPE

Anchor Structure	= AS
Deadend	= DE
H-Frame	= HF
Partial Tower	= PT
Single Pole	= SP
Special Structure	= SS
Steel Tower	= ST
Stub	= SB
Two Pole	= 2P
Miscellaneous Structure (ie. water valve)	= MS

LAND CLASS

Cultivated	= CL
Cultivated Pasture	= CP
Uncultivated	= UCL
Headland	= HL
Farmyard	= FY
Road	= ROAD



ALBERTA POWER LIMITED

An **ATCO** Company

10035 - 105 STREET, EDMONTON, ALBERTA T5J 2Y6 • TELEPHONE (403) 420-7310 • FAX (403) 420-7400

July 14, 1995

Bonnie Haas

LANDOWNER'S GST # _____ ✓

Box 643
Toulon, Illinois, USA
614 83

DEEDED LAND/FIVE YEAR RENT REVIEW INCREASE
710S VERMILION - 757S BATTLE RIVER 144 kV TRANSMISSION LINE 7L50
SW-3-41-15-4
OUR FILE: 6636-R2 (P1925)

During the past four years we have been paying a rental of \$95.00 per year for the transmission powerline structures located on the above mentioned lands.

We are now reviewing this rental payment and setting it for the next five year term commencing July 05, 1996. This rental covers the loss of use and adverse effect associated with these structures. A review of the rentals awarded by the Surface Rights Board and those being accepted by other landowners for similar structures on lands which have the same classification indicates that the rent being paid to you should be increased. Therefore, Alberta Power is proposing to increase your annual compensation from \$95.00 to \$113.00 (please see reverse side for Annual Rental Summary).

By accepting this offer and returning a signed copy of this letter to us you are representing to us that you are the registered owner(s) of the above captioned lands. In addition you are also agreeing to notify us of any changes in ownership of the lands and further agreeing that you shall not retain the right to the annual compensation upon sale of the lands. You also agree that should the transmission powerline no longer meet the "Surface Rights Act Regulations" definition noted below, due to the powerline being decommissioned and converted from a transmission powerline to a distribution powerline and operated at a voltage below 69 kilovolts then the annual rental payments will cease, effective on the decommissioning (conversion) date and no future rentals will have to be paid by Alberta Power Limited. This decommissioning scenario is foreseen happening only to powerlines carrying a voltage of 72 kV or lower.

The Surface Rights Act Regulations 359/85 defines a transmission line, as a powerline that carries bulk energy and has a voltage of 69 kilovolts or larger.

We would appreciate receiving your signed acceptance of this offer within 60 days from the date of this letter so that we can update our records. This will ensure that the rental payment of \$113.00 will be forwarded to you on or before the above mentioned renewal date and on each anniversary date thereafter. We also pay GST, so if you have a GST number and it is not shown above please include it in the above space provided. We have enclosed a return envelope for your convenience.

✓ You don't say what GST covers ... 2
You couldn't fill it in
Thanks for increase.

Please let us know, if there are any changes to the land classification so that we can adjust the structure rental accordingly.

If you have any questions or comments, please contact me at 420-7961.

Yours truly,

ALBERTA POWER LIMITED

L. Lowe

LESLIE LOWE (Ms.)
Land and Properties

AGREED AND ACCEPTED BY ALL
REGISTERED OWNERS

this 20th day of July, 1995

Bonnie Haas
Please sign here

ANNUAL RENTAL SUMMARY

QTY	TYPE	NO. POLES	NO. LEGS	NO. ANCHORS	LAND CLASS	PREVIOUS AMOUNT	PROPOSED AMOUNT
1	HF	2	0	0	CL	\$75.00	\$88.00
1	HF	2	0	0	UCL	\$20.00	\$25.00
Total Rental Payable As To				100%		\$95.00	
Proposed Rental Payable As To				100%			\$113.00

TYPE

LAND CLASS

Anchor Structure	= AS	Cultivated	= CL
Deadend	= DE	Cultivated Pasture	= CP
H-Frame	= HF	Uncultivated	= UCL
Partial Tower	= PT	Headland	= HL
Single Pole	= SP	Farmyard	= FY
Special Structure	= SS	Road	= ROAD
Steel Tower	= ST		
Stub	= SB		
Two Pole	= 2P		
Miscellaneous Structure (ie. water valve)	= MS		

CAVEAT

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE that WE, ALBERTA POWER LIMITED, a body Corporate with its Head Office at 10035 - 105 Street, of the CITY OF EDMONTON, in the PROVINCE OF ALBERTA, T5J 2V6

claim an interest by virtue of agreement dated July 20, 1995, between Bonnie Haas of Toulon in the State of Illinois, USA, where we the grantee under easement number 3813KM registered at the North Alberta Land Registration District on December 4, 1956, have agreed to pay the registered owner for powerline transmission structures that exist on the said easement, referring to:

FIRST

MERIDIAN 4 RANGE 15 TOWNSHIP 41 SECTION 3

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

THE NORTH EAST QUARTER OF SECTION THREE (3)

TOWNSHIP FORTY ONE (41) RANGE FIFTEEN (15)

WEST OF THE FOURTH MERIDIAN

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.

EXCEPTING THEREOUT: 0.405 HECTARES (1 ACRE) MORE OR LESS

AS SHOWN ON ROAD PLAN 149MC.

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

THIRD

THE SOUTH WEST QUARTER OF SECTION THREE (3)

TOWNSHIP FORTY ONE (41) RANGE FIFTEEN (15)

WEST OF THE FOURTH MERIDIAN

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.

EXCEPTING THEREOUT:

0.405 HECTARES (1 ACRE) MORE OR LESS

AS SHOWN ON ROAD PLAN 149MC.

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

Attached To and
Forming Part Of
This Document

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Attached To and
Forming Part Of
This Document

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 in or proposing to deal therewith.

SWORN before me at the CITY OF EDMONTON
in the PROVINCE OF ALBERTA
this 22nd day of September A.D. 1995

Heslie Lowe

Met Linn
A Commissioner for Oaths in and for
the Province of Alberta

ALBERT W. SIWY
My appointment expires on
the 18th day of June 1996

being the lands described in Certificate of Title No. 912 169 904 in the register in the name of
✓ BONNIE HAAS 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 of title, as the case
may be, is expressed to be subject to my claim.

At
Fr

I APPOINT 10035 - 105 STREET, at the CITY OF EDMONTON, in the PROVINCE OF
ALBERTA, as the place at which notices and proceedings relating hereto may be served.

DATED this 22nd day of September A.D. 1995.

ALBERTA POWER LIMITED

Leslie Lowe
Signature of the Agent

and
ing Part Of
Document

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, LESLIE LOWE
of the CITY of EDMONTON, in the PROVINCE
of ALBERTA

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 in or proposing to deal therewith.

SWORN before me at the CITY OF EDMONTON
in the PROVINCE OF ALBERTA
this 22nd day of September A.D. 1995

Leslie Lowe

Albert W. Siwy
A Commissioner for Oaths in and for
the Province of Alberta

RSK/DOC

ALBERT W. SIWY
My appointment expires on
the 18th day of June 1996

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

042406805

ORDER NUMBER: 55618235

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

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

CAVEAT
FORBIDDING REGISTRATION
"THE LAND TITLES ACT"

File R-1720(o)

TO THE REGISTRAR OF THE ALBERTA LAND REGISTRATION DISTRICT

Take Notice that TIVERTON PETROLEUMS LTD., a body corporate, with its head office at the City of Calgary, in the Province of Alberta, claims an interest in and to the undermentioned lands under and by virtue of an Alberta Right-of-Way Agreement dated the 2nd day of September, A.D. 2004, and made between BONNIE HAAS as Grantor, and the Caveator as the Grantee and made part of this instrument for a pipeline right-of-way containing 6.35 acres more or less.

FIRST: THE SOUTH EAST QUARTER OF SECTION (3) TOWNSHIP (41) RANGE (15) WEST OF THE FOURTH MERIDIAN CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS, EXCEPTING THEREOUT: 0.870 HECTARES (2.15 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 149MC. EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME. SECOND: THE NORTH EAST QUARTER OF SECTION THREE (3) TOWNSHIP FORTY ONE (41) RANGE FIFTEEN (15) WEST OF THE FOURTH MERIDIAN CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS, EXCEPTING THEREOUT: 0.405 HECTARES (1 ACRE) MORE OR LESS, AS SHOWN ON ROAD PLAN 149MC. EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME. AS MORE PARTICULARLY DESCRIBED AND SET FORTH IN CERTIFICATE OF TITLE NUMBER 912 169 904 ON REGISTRATION AT THE ALBERTA LAND REGISTRATION DISTRICT.

Standing in the register in the name of BONNIE HAAS, of Toulon, in the State of Illinois, U.S.A., and it forbids 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 subjected to its claim.

It appoints TIVERTON PETROLEUMS LTD., at 710, 635 - 8th Avenue S.W., Calgary, Alberta, T2P 3M3, as the place at which notices and proceedings relating hereto may be served.

Dated this 13th day of September, A.D. 2004.

TIVERTON PETROLEUMS LTD.



By its Agent:

Mike Mork

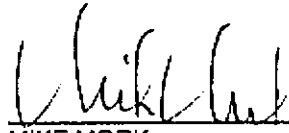
AFFIDAVIT IN SUPPORT OF CAVEAT


CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, Mike Mork, of the City of Calgary, in the Province
of Alberta, agent for the above Caveator, make oath and
say as follows:

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, 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 City)
of Calgary, in the Province of)
Alberta, this 13th day of)
September, 2004.)


MIKE MORK


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

Miliofer Violet Fernandes
Commission Expires Aug. 13, 2006

S.E. 1/4 Sec. 3 Twp. 41 Rge. 15 W. 4 M.



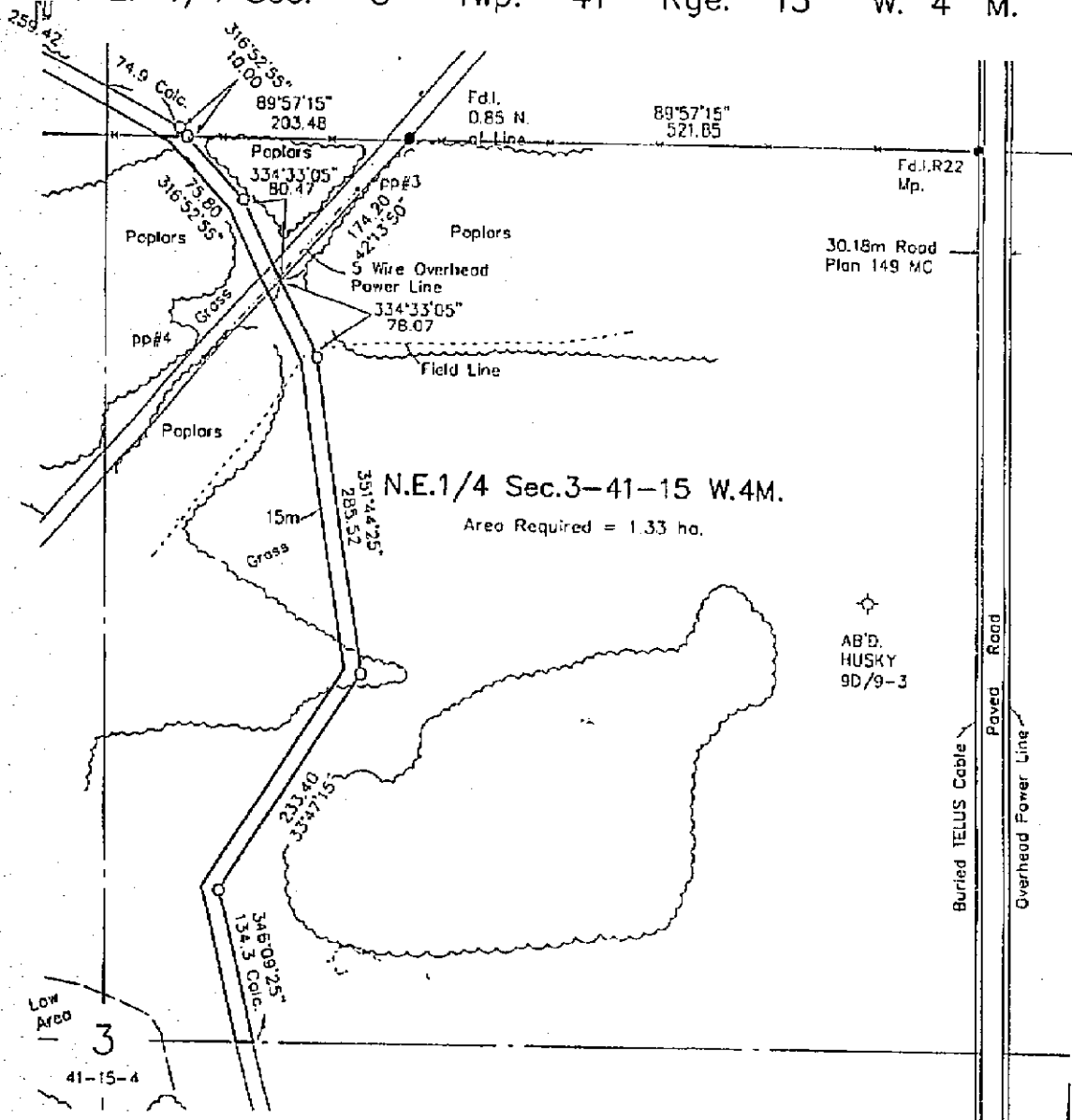
TIVERTON PETROLEUMS LTD.

INDIVIDUAL OWNERSHIP PLAN

SHOWING

PIPELINE RIGHT-OF-WAY

N.E. 1/4 Sec. 3 Twp. 41 Rge. 15 W. 4 M.



SCALE 1:5000

Survey monuments found shown thus: ■

Survey monuments placed shown thus: ○

Portions referred to are shown thus: —○—

Distances are in metres.

AREA IN R/W = 1.33 ha
(3.29 acres)

TITLE No.: 912 169 904

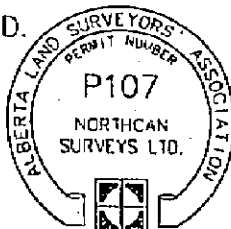
OWNER: BONNIE HAAS

NORTHCAN SURVEYS LTD.

Certified correct this 18TH day
of AUGUST 2004.

WAYNE A. HUCK

A.L.S.



I/We the Landowner(s)/Occupant(s), consent to the Pipeline route as shown and I/We have no objections to the EUB Issuing a Pipeline Permit.
Agreed to this ___ day of _____, 200__

Landowner(s)/
Occupant(s):

Witness:

JOB No.: 0410625



042406805 REGISTERED 2004 09 20
CAVE - CAVEAT
DOC 1 OF 1 DRR#: 1655093 ADR/ORELAND
LINC/S: 0017656620 +

1/4