



LAND TITLE CERTIFICATE

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LINC                                      SHORT LEGAL                                      TITLE NUMBER  
0017 017 591                              4;20;44;24;SW                                      202 109 820 +1

LEGAL DESCRIPTION

THE SOUTH WEST QUARTER OF SECTION TWENTY FOUR (24)  
TOWNSHIP FORTY FOUR (44)  
RANGE TWENTY (20)  
WEST OF THE FOURTH MERIDIAN,  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS.  
EXCEPTING THEREOUT : 1.21 HECTARES (2.99 ACRES) MORE  
OR LESS, SUBDIVIDED UNDER PLAN 8122774.  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: CAMROSE COUNTY

REFERENCE NUMBER: 202 109 819 +1

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REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
202 109 820	21/05/2020	TRANSFER OF LAND		SEE INSTRUMENT

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OWNERS

BAR NONE ENTERPRISES LTD.  
OF SITE 7, BOX 34, RR 2  
OKOTOKS  
ALBERTA T1S 1A2

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ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
762 012 745	22/01/1976	UTILITY RIGHT OF WAY GRANTEE - BATTLE RIVER NATURAL GAS CO-OP LTD.
932 308 819	06/10/1993	CAVEAT RE : RIGHT OF WAY AGREEMENT

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ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

## REGISTRATION

# 202 109 820 +1

NUMBER	DATE (D/M/Y)	PARTICULARS
		CAVEATOR - SHACKLETON EXPLORATION LTD. ATTN: LAND DEPT 2400, 520-5 AVE SW CALGARY ALBERTA T2P3R7 (DATA UPDATED BY: CHANGE OF ADDRESS 982154512) (DATA UPDATED BY: TRANSFER OF CAVEAT 192255963)
022 201 048	05/06/2002	UTILITY RIGHT OF WAY GRANTEE - BATTLE RIVER RURAL ELECTRIFICATION ASSOCIATION LIMITED.
022 332 829	06/09/2002	CAVEAT RE : ACCESS AGREEMENT CAVEATOR - ERNEST BERTSCHI CAVEATOR - BROOKE ELWORTHY BOTH OF: C/O MARTINSON & HARDER 1, 5401-49 AVE OLDS ALBERTA T4H1G3 AGENT - DOUGLAS S MARTINSON
072 537 607	07/09/2007	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - BAYTEX ENERGY LTD. PO BPX 20010 205 - 5 AVE SW CALGARY ALBERTA T2P4H3 AGENT - WARREN MCILWAIN
092 205 878	22/06/2009	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - THE VILLAGE OF EDBERG. 3200,10180-101 STREET EDMONTON ALBERTA T5J3W8 AGENT - MARK HILDEBRAND
202 109 821	21/05/2020	MORTGAGE MORTGAGEE - FARM CREDIT CANADA. 2ND FLOOR, 12040-149 STREET NW EDMONTON ALBERTA T5V1P2 ORIGINAL PRINCIPAL AMOUNT: \$2,095,000

TOTAL INSTRUMENTS: 007

( CONTINUED )

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 25 DAY OF JULY,  
2023 AT 11:57 A.M.

ORDER NUMBER: 47882852

CUSTOMER FILE NUMBER: clhbid/gk



\*END OF CERTIFICATE\*

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THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
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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:

**022332829**

**ORDER NUMBER: 47886951**

**ADVISORY**

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CAVEAT FORBIDDING REGISTRATION

TO: THE REGISTRAR OF THE NORTH ALBERTA  
LAND REGISTRATION DISTRICT:

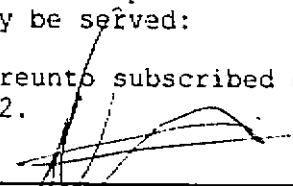
TAKE NOTICE THAT ERNEST BERTSCHI AND BROOKE ELWORTHY BOTH OF BOX 1523, CAMROSE, ALBERTA T4V 1X4 AS JOINT TENANTS, claim an interest under and by virtue of a "WELL AGREEMENT" (COPY ATTACHED) WITH WILLIAM HEMKEN BROCKHOFF AND DIANNE LOIS BROCKHOFF, BOTH OF BOX 145 EDBERG, ALBERTA T0B 1J0 AS JOINT TENANTS wherein the Caveators were granted a Right of Access to use a water well

IN: THE SOUTH WEST QUARTER OF SECTION TWENTY FOUR  
TOWNSHIP FORTY FOUR RANGE TWENTY WEST OF THE FORTH MERIDIAN  
CONTAINING 64.7 HECTARES (160 ACRES ) MORE OR LESS  
EXCEPTING THEREOUT : 1.21 HECTARES (2.99 ACRES) MORE OR LESS  
SUBDIVIDED UNDER PLAN 8122774  
EXCEPTING THEREOUT ALL MINES AND MINERALS

standing in the register in the name of WILLIAM HEMKEN BROCKHOFF AND DIANNE LOIS BROCKHOFF, and we forbid the registration of any person as transferee or owner of, or of any instrument affecting the estate or interest, unless the Certificate of Title is expressed to be subject to our claim.

WE APPOINT MARTINSON & HARDER, Barristers & Solicitors, #1, 5401 49 Avenue, Olds, Alberta T4H 1G3 as the place at which notices and proceedings relating hereto may be served:

IN WITNESS WHEREOF, we have hereunto subscribed our names this 4 day of September A.D. 2002.

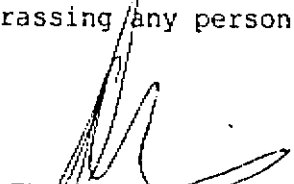
  
\_\_\_\_\_  
Douglas S. Martinson,  
Agent for the Caveators

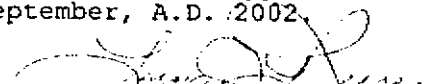
AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA ) I, DOUGLAS S. MARTINSON, of the  
 ) Town of Olds, in the Province  
PROVINCE OF ALBERTA ) of Alberta, Barrister & Solicitor  
 ) MAKE OATH AND SAY:

1. THAT I am the agent for the above named Caveators.
2. THAT I believe that the Caveators have a good and valid claim upon the said land 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 4<sup>th</sup> day of )  
September, A.D. 2002. )

  
\_\_\_\_\_  
Douglas S. Martinson

  
\_\_\_\_\_  
A Commissioner For Oaths In And  
For The Province of Alberta

LORNA J. NEESE  
COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA  
COMMISSION EXPIRES MARCH 22, 2003

"WELL AGREEMENT"

BETWEEN:

William Hemken Brockhoff and Dianne Lois Brockhoff, both of Box 145, Edberg, Alberta, T0B 1J0, as Joint tenants, (hereinafter called the Grantors)

-and-

Ernest Bertschi and Brooke Elworthy both of Box 1523, Camrose, Alberta, T4V 1X4, as joint tenants, (hereinafter called the Grantees)

-and-

Neal Cory Brockhoff of Box 89, Edberg, Alberta, T0B 1J0, (hereinafter called the Seller)

Whereas the Grantors are the registered owners of the land legally described as:

The South West Quarter of Section Twenty Four (24)  
Township Forty Four (44)  
Range Twenty (20)  
West of The Fourth Meridian  
Containing 64.7 Hectares (160 Acres) More or Less.  
Excepting Thereout : 1.21 Hectares (2.99 Acres) More  
Or Less, Subdivided Under Plan 8122774

Excepting Thereout All Mines And Minerals  
(hereinafter called Parcel 1);

And Whereas the Seller is the present registered owner of, or used to be the registered owner of, having sold to the Grantees, who have become, or are entitled to become, the registered owners of the land legally described as:

Plan 8122774  
Lot A  
Excepting Thereout All Mines And Minerals  
Area: 1.21 Hectares (2.99 Acres) More or Less  
(hereinafter called Parcel 2);

And Whereas Parcel 1 and Parcel 2 used to comprise one parcel of land before being subdivided into Parcel 1 and Parcel 2;

And Whereas after subdivision a well located on Parcel 1 has been used to supply domestic water to the residence located on Parcel 2 and a residence (mobile home) located on Parcel 1;

And Whereas Parcel 1 was subsequently transferred by the Grantors to the Seller, who is their son;

And Whereas the Seller continued the right so to draw water from the said well and right of access onto Parcel 1, for that purpose;

And Whereas the said well is located north and east of the residence on Parcel 2 and east of the residence (mobile home) on Parcel 1;

And Whereas the residence located on parcel 2 is connected directly to the well equipment by a service line located on Parcel 1 and Parcel 2;

And Whereas it is a condition of the purchase from the Seller by the Grantees of Parcel 2 that the Grantees continue to have the right to draw water from the said well for the domestic use of the residence located on parcel 2 and continued access to Parcel 1 for that purpose and maintenance, of the service line, well and pump and equipment used with it;

As part of the consideration of the sale and purchase of Parcel 2 and the sum of \$10.00, paid by the Grantees and Seller to the Grantors, the receipt of which sum is acknowledged, the Grantors, jointly and severally, respectively and mutually covenant and agree with the Grantees, jointly and severally, and the Seller, as follows:

1. The above preamble forms an integral part of this agreement.
2. The Grantees, at their cost, shall have the right and privilege to draw water from the well located on Parcel 1 for the domestic use and purpose of the residence located on Parcel 2, including to use and operate the pump and equipment used with the pump and service line, as may be required, at the place located on Parcel 1. There shall be no charge for the water per se drawn by the Grantees.
3. a) The Grantees, including person(s) authorized by them, required for the task, shall have full power, licence and permission at all reasonable times hereafter to enter upon the said Parcel 1 for the purpose of maintaining and operating the well, including repairing and replacing, as may be required, the pump and equipment used with it, and the said service line, provided that the Grantees at all times take reasonable care, so as not to interfere with the use of Parcel 1 by the Grantors, and each of them, including others allowed on Parcel 1, by them, and at all times ensure the pump, and equipment used with it, and service line are in a safe condition and use them in such a manner so as not to create any unsafe circumstance for the Grantors, including others allowed on Parcel 1 by them.  
b) It is further recognized and agreed that the Grantees will not look to the Grantors and Seller for compensation for any loss, damage or injury sustained by the Grantees while so using the said well, and so maintaining, repairing or replacing the pump and equipment, and service line used with it, unless such loss, damage or injury is caused by the negligence of the Grantors and Seller. The Grantees have inspected the well, the pump and equipment used with it and service line, and are satisfied they are in a safe and satisfactory working condition.
4. The Grantors, and each of them, also have the right and privilege to use the said well to draw water for the domestic purposes of the residence (mobile home) located on Parcel 1, and shall when so using share equally the costs of maintaining, repairing and replacing the pump and equipment related to it, located on Parcel 1, as may be required, but not the service line to the residence on Parcel 2, whether located on Parcel 2 or on Parcel 1.
5. The Grantees, their heir(s), executor(s), administrator(s), personal representative(s) successor(s) and assign(s), performing and observing the covenants and conditions on their part to be performed, shall and may peaceably hold and enjoy the rights, liberties, privileges and right and privilege to draw water hereby granted without hindrance, molestation, or interruption on the part of the Grantors or of any person, firm or corporation claiming by, through, under or in trust for the Grantors.
6. The Grantors, including others allowed on Parcel 1 by them, shall have

full power, licence and permission at any and all reasonable times to carry out works and activities in and around the area of the well and service line, but not so as to disturb the rights given the Grantees.

7. The Grantors and Seller make no warranty or guarantee about the quality or quantity of water in the well; the rights and privileges granted herein do not extend to any other well now located, or which may be located in the future, on Parcel 1.

8. The Grantors consent to the registration by the Grantees of a caveat to protect the interest given herein, to be discharged by the Grantees upon their acquiring a new source of water for domestic use.

a) The Dominant property, if such is applicable and required, is said Parcel 2, whose legal description is incorporated here.

b) The Servient property, if such is applicable and required, is the said Parcel 1, whose legal description is incorporated here.

This Agreement is and shall be of the same force and effect to all intents and purposes as a covenant running with the land under these presents, including all the covenants and conditions herein contained and shall extend, be binding upon and enure to the benefit of the heir(s), executor(s), administrator(s), personal representative(s), successor(s) and assign(s) of the Grantors, and each of them, the Grantees, and each of them, the Seller; and wherever the singular is used the same shall be construed as meaning the plural or feminine, or a body corporate, where the context or the parties so require.

IN WITNESS WHEREOF William Hemken Brockhoff has caused this Agreement to be signed and sealed this 06 day of May A.D. 2002, Dianne Lois Brockhoff has caused this Agreement to be signed and sealed this 06 day of May A.D. 2002, Ernest Bertchi has caused this Agreement to be signed and sealed this day of May A.D. 2002, Brooke Elworthy has caused this Agreement to be signed and sealed this day of May A.D. 2002, and Neal Cory Brockhoff has caused this Agreement to be signed and sealed this 06 day of May A.D. 2002 and this Agreement to bear the date of the person last signing.

SIGNED SEALED and DELIVERED)  
in the presence of

William Brockhoff } William Brockhoff  
William Hemken Brockhoff

SIGNED SEALED and DELIVERED)  
in the presence of

Dianne Brockhoff } Dianne Brockhoff  
Dianne Lois Brockhoff

SIGNED SEALED and DELIVERED)  
in the presence of

Ernest Bertchi } Ernest Bertchi  
Ernest Bertchi

SIGNED SEALED and DELIVERED)  
in the presence of

Brooke Elworthy } Brooke Elworthy  
Brooke Elworthy

.../4



SIGNED SEALED and DELIVERED)  
in the presence of

*D. Sawle*

*Neal Cory Brockhoff*  
Neal Cory Brockhoff

CONSENT OF SPOUSE

I, Shannon Marie Brockhoff, being married to the above named Neal Cory Brockhoff, do hereby give my consent to the disposition of our homestead, made in this instrument and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by The Dower Act, to the extent necessary to give effect to the said disposition.

*Shannon Marie Brockhoff*  
Shannon Marie Brockhoff

AFFIDAVIT OF EXECUTION FOR WITNESS

CANADA ) I, Douglas A. Sawle  
PROVINCE OF ALBERTA ) of Camrose, in the province  
TO WIT ) of Alberta,  
MAKE OATH AND SAY:

1. I was personally present and did see Neal Cory Brockhoff, named in the within or attached 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 Camrose in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said person and he is in my belief of the full age of eighteen years.

SWORN before me at Camrose in the )  
Province of Alberta, this 6 day )  
of May, A.D. 2002. )

*Douglas A. Sawle*

*D. Sawle*

A Commissioner for Oaths for Alberta

Name:

Date Commission Expires:

ROYAL CANADIAN MOUNTED POLICE  
MY COMMISSION EXPIRES ON 2003

**AFFIDAVIT OF EXECUTION FOR WITNESS**

CANADA ) I, Douglas A. Sawle, lawyer,  
PROVINCE OF ALBERTA ) of the city of Camrose, in the province  
TO WIT ) of Alberta,  
MAKE OATH AND SAY:

1. I was personally present and did see each of William Hemken Brockhoff and Dianne Lois Brockhoff, named in the within or attached instrument, each of whom 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 Camrose in the Province of Alberta and that I am the subscribing witness thereto.
3. That I know each of the said persons and each is in my belief of the full age of eighteen years.

SWORN before me at Camrose in the Province of Alberta, this 6 day of May A.D. 2002.

*Suzanne K. Stabel*

*D. Sawle*

A Commissioner for Oaths for Alberta

Name:

MYRNA KAYE NICKEL

Date Commission Expires:

BY COMMISSION EXPIRES 2002 0203

**AFFIDAVIT OF EXECUTION FOR WITNESS**

CANADA ) I, Regan Bergstrom  
PROVINCE OF ALBERTA ) of Camrose, in the province  
TO WIT ) of Alberta,  
MAKE OATH AND SAY:

1. I was personally present and did see each of Ernest Bertschi and Brooke Elworthy, named in the within or attached instrument, each of whom 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 Camrose in the Province of Alberta and that I am the subscribing witness thereto.
3. That I know each of the said persons and each is in my belief of the full age of eighteen years.

SWORN before me at Camrose in the Province of Alberta, this 9th day of May A.D. 2002.

*Judy Lynn Bergstrom*

*Regan Bergstrom*

A Commissioner for Oaths for Alberta

Name: Judy Lynn Bergstrom

Date Commission Expires:

November 2, 2002

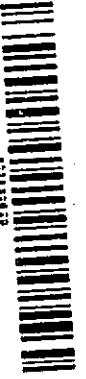
CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document (to which this Certificate is attached or annexed) was acknowledged before me by Shannon Marie Brockhoff apart from her husband.
2. Shannon Marie Brockhoff acknowledged to me that she,
  - (a) is aware of the nature of the disposition;
  - (b) is aware that The Dower Act gives her a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
  - (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her by The Dower Act, to the extent necessary to give effect to the said disposition;
  - (d) is executing the document freely and voluntarily without any compulsion on the part of her husband.

Dated at *Camrose*, Alberta, this *06* day of May A.D. 2002.



A Commissioner for Oaths in and  
for the Province of Alberta  
Commissioner's name: *Douglas A Sawler*  
Date Commission Expires: *lawyer*



022332829 REGISTERED 2002 09 06

CAVE - CAVEAT

DOC 1 OF 1 DRR#: 9596141 ADR/EDMEDWAR

LINC/S: 0017017591