



LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0037 401 874            4;26;37;20;NE                      162 334 084 +3

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 20  
QUARTER NORTH EAST  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:                      HECTARES    (ACRES) MORE OR LESS  
A) PLAN 9622914 - DESCRIPTIVE                      2.32            5.73  
B) PLAN 1624058 - ROAD                      0.418            1.033  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: RED DEER COUNTY

REFERENCE NUMBER: 152 020 382

-----  
   REGISTERED OWNER(S)  
REGISTRATION    DATE (DMY)    DOCUMENT TYPE            VALUE                      CONSIDERATION  
-----  
162 334 084    25/11/2016    ROAD PLAN

OWNERS

JUSTIN TWOGOOD  
OF SITE 1 BOX 4 RR 2  
RED DEER  
ALBERTA T4N 5E2

-----  
   ENCUMBRANCES, LIENS & INTERESTS  
REGISTRATION  
NUMBER            DATE (D/M/Y)            PARTICULARS  
-----  
7310RV            22/10/1970    UTILITY RIGHT OF WAY  
   GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY  
   LIMITED.  
   "PART AS DESCRIBED"

-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 162 334 084 +3

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
922 130 873	12/05/1992	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED. PART
062 273 861	27/06/2006	CAVEAT RE : SURFACE LEASE UNDER 20 ACRES CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED. BOX 6926, STATION "D" CALGARY ALBERTA T2P2G1 AGENT - INTEGRITY LAND INC.
062 278 535	29/06/2006	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED. BOX 6926, STATION "D" CALGARY ALBERTA T2P2G1 AGENT - INTEGRITY LAND INC.
082 100 409	05/03/2008	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - RED DEER COUNTY. 38106 RGE RD 275 RED DEER COUNTY ALBERTA
152 362 660	20/11/2015	MORTGAGE MORTGAGEE - FARM CREDIT CANADA. 2ND FLOOR, 12040-149 STREET NW EDMONTON ALBERTA T5V1P2 ORIGINAL PRINCIPAL AMOUNT: \$1,100,000

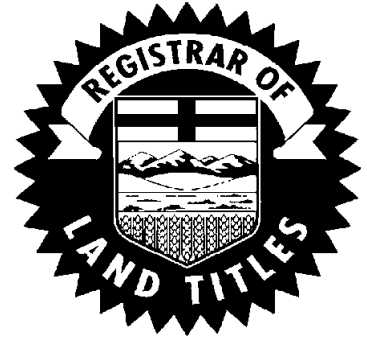
TOTAL INSTRUMENTS: 006

( CONTINUED )

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 13 DAY OF  
OCTOBER, 2022 AT 06:24 P.M.

ORDER NUMBER: 45624425

CUSTOMER FILE NUMBER: clhbid/gk



\*END OF CERTIFICATE\*

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THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**062273861**

**ORDER NUMBER: 45780132**

**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

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE that **Canadian Natural Resources Limited**, a body corporate, with head office at the City of Calgary, in the Province of Alberta, claims an interest pursuant to an **ALBERTA SURFACE LEASE AGREEMENT**, for a wellsite and access road containing 3.39 acres, made in writing and dated the 8<sup>th</sup> day of June, 2006, between: **Canadian Natural Resources Limited** and **DAVID JOSEPH HICKE** and **SHARON CHRISTINA HICKE**, As Joint Tenants in the land described below:

**MERIDIAN 4 RANGE 26 TOWNSHIP 37  
SECTION 20**

**QUARTER NORTH EAST**

**CONTAINING 64.7 HECTARES( 160 ACRES) MORE OR LESS**

**EXCEPTING THEREOUT:**

**HECTARES (ACRES) MORE OR LESS**

**A) PLAN 9622914 DESCRIPTIVE**

**2.32**

**5.73**

**EXCEPTING THEREOUT ALL MINES AND MINERALS**

as more particularly described in Certificate of Title No. **962 221 657** standing in the register in the name of: **DAVID JOSEPH HICKE and SHARON CHRISTINA HICKE, As Joint Tenants**; and **Canadian Natural Resources Limited** forbids the registration of any person as transferee or owner of, or any instrument affecting the said estate or interest, unless the Certificate of Title is expressed to be subject to its claim.

**Canadian Natural Resources Limited** designates the following address as the place at which notices and proceedings relating hereto may be served:

**Box 6926, Station D, Calgary, Alberta T2P 2G1**

Dated this 9<sup>th</sup> Day of June, 2006.

**Canadian Natural Resources Limited**

  
by its agent **INTEGRITY LAND INC.**  
Carrie Lakomski, Surface Land Administrator


## AFFIDAVIT IN SUPPORT OF CAVEAT


CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: )

I, Carrie Lakomski, of the City of Fort Saskatchewan,  
in the Province of Alberta, Surface Land Administrator,  
make oath and say:

1. THAT I am the agent for Canadian Natural Resources Limited
2. THAT I believe that Canadian Natural Resources Limited has a good and valid claim upon the said lands and I say 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  
Fort Saskatchewan, in the Province of  
Alberta this 9<sup>th</sup> day of June, 2006.

  
Carrie Lakomski

  
**MEGAN CONRAD**  
Commissioner for Oaths  
in and for the Province of Alberta  
Appointee # 0710297  
Appointment Expires 11/03/20 07



062273861

062273861 REGISTERED 2006 06 27

CAVE - CAVEAT

DOC 1 OF 1 DRR#: 3453998 ADR/CFRANSON

LINC/S: 0026792648

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**082100409**

**ORDER NUMBER: 45624435**

**ADVISORY**

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## CAVEAT

# TO THE REGISTRAR OF NORTH ALBERTA LAND REGISTRATION DISTRICT

**TAKE NOTICE** that Red Deer County, of 38106 Rge Rd 275, Red Deer County, in the Province of Alberta, T4S 2L9, claim an estate and interest in the following lands:

✓ Meridian 4 Range 26 Township 37  
Section 20  
Quarter North East  
Containing 64.7 Hectares (160 Acres) More or Less  
Excepting Thereout  
Plan 9622914 Descriptive 2.32 Hectares (5.73 Acres) More or Less  
Excepting thereout all mines and minerals

standing in the register in the name of **1299694 Alberta Ltd. of Bay 3, 4608-62 Street**, Red Deer in the Province of Alberta.

The nature of the said interest and the grounds upon which same is founded, are as follows:

2008-2007 Pursuant to a Development Agreement made in writing and dated the 25 day of February and entered into between **Red Deer County** and **1299694 Alberta Ltd.** a copy of which Agreement is attached hereto, and which Agreement is pursuant to a condition of Development approval granted by the Caveator and pursuant to Section 650 of the *Municipal Government Act*, S.A. 1994 Ch. M-26.1 and Amendments in force as of July 15, 1996.

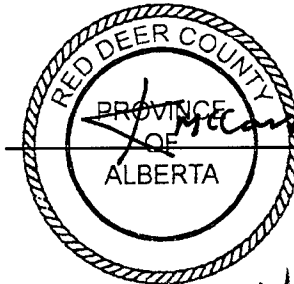
I forbid the registration of any person as transferee or owners of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to my claim.

**I APPOINT RED DEER COUNTY** at 38106 Rge Rd 275, Red Deer County, in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this 25 day of February

A.D. 2007

(Seal)



**RED DEER COUNTY**

Kyra McCardle, Planner  
Agent for the Caveator





**DEVELOPMENT AGREEMENT**  
**Rural Residential**

This agreement entered into this 25 day of February, A.D. 2007

*2008*  
*[Signature]*

**BETWEEN:**

**Red Deer County**

A Municipal Corporation in the Province of Alberta  
(hereinafter referred to as "the County")

**OF THE FIRST PART**

**- and -**

**1299634 Alberta Ltd.**

(hereinafter referred to as "the Owner")

**OF THE SECOND PART**

**WHEREAS** the Owner is the registered owner of that property legally described as:

Meridian 4 Range 26 Township 37  
Section 20  
Quarter North East  
Containing 64.7 Hectares (160 Acres) More or Less  
Excepting Thereout  
Plan 9622914 Descriptive 2.32 Hectares (5.73 Acres) More or Less  
Excepting thereout all mines and minerals

(hereinafter referred to as the "Lands")

**IN CONSIDERATION** of the County granting a Development Permit to the Owner respecting the placement of a mobile home on the Lands.

**THE OWNER HEREBY COVENANTS AND AGREES** to the matters as set out hereunder, as it is fully understood that there can be only one residence on the Lands at any time.

1. At the time the Owner makes application for the Development Permit and in addition to any other fees to be paid or requirements to be met, the Owner shall deliver an Irrevocable Letter of Credit in favor of the County in the amount of **Three Thousand Dollars (\$3,000.00)** representing the costs which may be incurred by the County in the event the Owner should breach this agreement and fail to remove, destroy or render uninhabitable a former residence **within 30 days of occupancy of a new residence.**

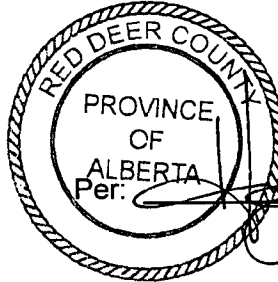


2. The Owner, after receipt of the Development Permit, shall give the Development Officer of the County, **48 hours written notice** prior to commencement of placement of the new residence.
3. The Owner shall, **within 30 days of occupying the new residence**, remove, destroy or render uninhabitable the former residence located on the Lands to the satisfaction of the Development Officer of the County.
4. In the event the Owner has not, within 30 days of occupancy of the new residence, removed, destroyed or rendered uninhabitable the former residence to the satisfaction of the Development Officer for the County, then the County shall give the Owner **48 hours notice in writing posted on the door of the new residence**, of the County's intention to remove, demolish or take such other steps as the Development Officer for the County may, in his sole discretion, decide are necessary to render uninhabitable the former residence and in the event the Owner has not removed, destroyed or rendered the former residence uninhabitable to the satisfaction of the Development Officer for the County within the said 48 hour period, the Owner hereby grants the County and the County's employees and agents the irrevocable right, power and authority to enter upon the Lands to remove, destroy or render uninhabitable the former residence, upon which the Letter of Credit or such portion as the Development Officer in his sole discretion deems appropriate and necessary to remedy the breach or discharge the obligations of the Owner, pursuant to the terms of this Agreement, shall be forfeited and paid to the County.
5. The Owner shall indemnify and save harmless the County and all persons acting on behalf of the County from any and all losses, costs, damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the County pursuant to or in purported pursuance of this Agreement.
6. **"Former Residence"** shall mean any structure suitable for human habitation on the Lands existing prior to the Owner applying for a Development Permit.  
**"New Residence"** shall mean the structure for which the application for the Development Permit is being made.  
**"Occupancy"** shall mean the date any person commences residing in the new residence or the date the new residence is substantially completed, which date shall be determined by and within the sole discretion of the Development Officer for the County.  
**"To render uninhabitable the former residence"** shall mean that among other items or fixtures required to be removed, the following items or fixtures **must** be removed:
  - Kitchen cupboards and sink;
  - Bathroom fixtures;
  - Plumbing; and
  - All utilities disconnected.
7. The Owner agrees that the County may, in their discretion, register a Caveat with respect to this Agreement against the Title to the Lands, which Caveat shall remain registered until satisfactory completion of this Agreement and the County shall not be obliged to relinquish, postpone or discharge the Caveat in respect to the Lands until the terms of this Agreement are fully met.
8. Upon execution of this Agreement, the Owner shall pay to the County the sum of **ONE HUNDRED AND FIFTY (\$150.00) DOLLARS**, to be applied towards the legal fees incurred by the County in preparing and registering any Caveat in relation to this Agreement and other costs associated with the execution of this Agreement.
9. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and corporate seals on the day and year first above written.

(SEAL)



**RED DEER COUNTY**

Director, Planning & Development  
**OF THE FIRST PART**

*I McCandless*

**Witness**

*[Signature]*  
**1299694 Alberta Ltd.**

**OF THE SECOND PART**



OF THE SECOND PART **AFFIDAVIT OF EXECUTION**

CANADA  
PROVINCE OF ALBERTA  
TO WIT

) I, Kyra McCardle  
) of Red Deer County,  
) in the Province of Alberta,  
) MAKE OATH AND SAY:

1. **THAT** I was personally present and did see **1299694 Alberta Ltd.** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. **THAT** the same was executed at Red Deer, in the Province of Alberta, and that I am the subscribing witness thereto.
3. **THAT** I know the said **1299694 Alberta Ltd.** and he/she is, in my belief, of the full age of eighteen years.

**SWORN** before me at Red Deer County )

in the Province of Alberta )

this 25 day of February )

A.D. ~~2007~~ 2008 )

Kyra McCardle

[Signature]

**A COMMISSIONER FOR OATHS**  
in and for the Province of Alberta.

**Denise Lynn Bedford**  
My Commission Expires  
Nov. 28, 2008



IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL DISTRICT OF RED DEER

**CONSENT ORDER**

IN THE MATTER OF THE MUNICIPAL GOVERNMENT ACT, S.A. 1995,  
CHAPTER M-26.1;

AND IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION  
543 OF THE SAID MUNICIPAL GOVERNMENT ACT;

**BETWEEN:**

**Red Deer County**

A Municipal Corporation in the Province of Alberta

**Applicant**

**- and -**

**1299694 Alberta Ltd.**  
of: Bay 3 4608-62 Street  
Red Deer, Alberta T4N 6T3

**respondent**

BEFORE THE HONOURABLE )  
MME./MR. JUSTICE )  
IN CHAMBERS, COURT HOUSE )  
RED DEER, AB )

ON

, THE 25 DAY OF February  
, A.D. 2008

**UPON APPLICATION** of the Applicant; **AND UPON** noting the consent of the  
Respondent endorsed hereon; **AND UPON** hearing Counsel for the Applicant; **IT IS HEREBY  
ORDERED:**

1. The Applicant be and is hereby authorized to enter upon that property described legally as:

Meridian 4 Range 26 Township 37  
Section 20  
Quarter North East  
Containing 64.7 Hectares (160 Acres) More or Less  
Excepting Thereout  
Plan 9622914 Descriptive 2.32 Hectares (5.73 Acres) More or Less  
Excepting thereout all mines and minerals


2. To remove or render uninhabitable the second residence from the said property in the  
event the Respondent has not done so, to the satisfaction of the County if Respondent  
does not fulfill the terms of the Development Agreement.

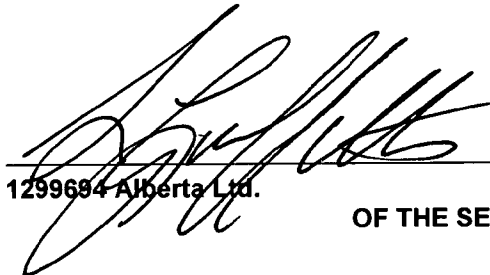


3. That the Respondent be and is hereby restrained from preventing or interfering with the Applicant, its employees, sub-contractors or agents from entering upon said land for the purposes of removing or rendering uninhabitable a second residence, from the said land.
4. That upon the Respondent being in breach of any of the terms of the within Order, then in such event, any police officer is authorized to forthwith arrest the Respondent, restrain the Respondent, and bring the Respondent, at the earliest possible time before a Justice of the Court of Queen's Bench of Alberta, to show cause why they should not be committed for civil contempt, provided that the Respondent shall not be arrested unless the Respondent has been previously served with a copy of this Order or, if not so served, is shown a copy of this Order by the police officer and, upon being given an opportunity to do so, thereafter obey it.

**CONSENTED TO:**

**JUSTICE OF THE COURT OF QUEEN'S BENCH OF  
ALBERTA**

  
Witness

  
1299694 Alberta Ltd.

OF THE SECOND PART

OF THE SECOND PART

LC 11

ENTERED this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Clerk of the Court



# AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF ALBERTA  
TO WIT

) I, KYRA MCCARDLE  
) of Red Deer County,  
) in the Province of Alberta,  
) MAKE OATH AND SAY:

1. **THAT** I was personally present and did see **1299694 Alberta Ltd.** named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. **THAT** the same was executed at Red Deer, in the Province of Alberta, and that I am the subscribing witness thereto.
3. **THAT** I know the said **1299694 Alberta Ltd.** and he/she is, in my belief, of the full age of eighteen years.

**SWORN** before me at Red Deer County )  
in the Province of Alberta )  
this 25 day of February )  
A.D. 2008 Ky B )

*[Signature]*

*[Signature]*

**A COMMISSIONER FOR OATHS**  
in and for the Province of Alberta.

Denise Lynn Bedford  
My Commission Expires  
Nov. 28, 2008



## AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA

PROVINCE OF ALBERTA

TO WIT:

I, Kyra McCardle,  
OF RED DEER COUNTY  
IN THE PROVINCE OF ALBERTA  
MAKE OATH AND SAY:

1. **THAT** I am the agent of the within Caveator.
2. **T HAT** I believe the said Caveator has a good and valid claim upon the said lands and I say 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 Red Deer County )  
in the Province of Alberta this 25 day )  
of February A.D. 2007-2008 )

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

Kyra McCardle  
Planner

Denise Lynn Bedford  
My Commission Expires  
Nov. 28, 2008





082100409

082100409 REGISTERED 2008 03 05  
CAVE - CAVEAT  
DOC 1 OF 1 DRR#: B01C760 ADR/RNOORANI  
LINC/S: 0026792648