LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0034 403 600	1024535;3;4	172 027 177

LEGAL DESCRIPTION

DESCRIPTIVE PLAN 1024535
BLOCK 3
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 12.25 HECTARES (30.27 ACRES) MORE OR LESS

ATS REFERENCE: 4;22;57;30;NE
ESTATE: FEE SIMPLE

MUNICIPALITY: STURGEON COUNTY

REFERENCE NUMBER: 102 301 521

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
172 027 177	26/01/2017	TRANSFER OF LAND	$135,000	SETTLEMENT

OWNERS

SCOTT MALCOLM JONES
OF PO BOX 297
BRUDERHEIM
ALBERTA T0B 0S0

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
792 286 788	21/11/1979	UTILITY RIGHT OF WAY GRANTEE - BAYTEX ENERGY LTD. PO BOX 138 CALGARY STN CENTRAL 639-5 AVENUE SW CALGARY ALBERTA T2P2H6 " AFFECTS PART OF THIS TITLE "

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 922277238)
		(DATA UPDATED BY: CHANGE OF NAME 012205616)
		(DATA UPDATED BY: CHANGE OF ADDRESS 242243544)
802 161 019	22/07/1980	CAVEAT RE : EASEMENT CAVEATOR - BAYTEX ENERGY LTD. PO BOX 138 STN CENTRAL 639-5 AVE SW CALGARY ALBERTA T2P2H6 " AFFECTS PART OF THIS TITLE "
		(DATA UPDATED BY: TRANSFER OF CAVEAT 922277237)
		(DATA UPDATED BY: CHANGE OF NAME 012205915)
		(DATA UPDATED BY: CHANGE OF ADDRESS 242318903)
		(DATA UPDATED BY: CHANGE OF ADDRESS 242318925)
092 351 980	30/09/2009	CAVEAT RE : LEASE INTEREST UNDER 20 ACRES CAVEATOR - BAYTEX ENERGY LTD. PO BOX 138 CALGARY STN CENTRAL 639-5 AVENUE SW CALGARY ALBERTA T2P2H6 AGENT - WARREN MCILWAIN
		(DATA UPDATED BY: CHANGE OF ADDRESS 242208167)
092 371 809	15/10/2009	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - BAYTEX ENERGY LTD. PO BOX 138 CALGARY STN CENTRAL 639-5 AVENUE SW CALGARY ALBERTA T2P2H6 AGENT - WARREN MCILWAIN
		(DATA UPDATED BY: CHANGE OF ADDRESS 242208278)
102 266 558	30/07/2010	CAVEAT RE : EASEMENT
102 266 559	30/07/2010	CAVEAT RE : DEFERRED RESERVE CAVEATOR - STURGEON COUNTY. 9613-100 STREET, MORINVILLE ALBERTA T8R1L9

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
112 014 968	17/01/2011	CAVEAT RE : LEASE INTEREST UNDER 20 ACRES CAVEATOR - BAYTEX ENERGY LTD. PO BOX 138 CALGARY STN CENTRAL 639-5 AVENUE SW CALGARY ALBERTA T2P2H6 AGENT - WARREN MCILWAIN (DATA UPDATED BY: CHANGE OF ADDRESS 242208184)
132 214 544	16/07/2013	UTILITY RIGHT OF WAY GRANTEE - LONG RUN EXPLORATION LTD. (DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 132415519)
172 027 178	26/01/2017	RELEASE OF DOWER RIGHTS BY - THERESA LAVERN JONES
172 027 179	26/01/2017	MORTGAGE MORTGAGEE - AGRICULTURE FINANCIAL SERVICES CORPORATION. 4910-52 ST CAMROSE ALBERTA T4V2V4 ORIGINAL PRINCIPAL AMOUNT: $100,000

TOTAL INSTRUMENTS: 010

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 18 DAY OF NOVEMBER, 2026 AT 09:38 A.M.

ORDER NUMBER: 58998222

CUSTOMER FILE NUMBER: CLHBID

END OF CERTIFICATE

(CONTINUED)

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:

802161019

ORDER NUMBER: 59012374

ADVISORY

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CANADA
PROVINCE OF ALBERTA
TO WIT:

I, MANFRED WEBER
of the City of Edmonton
in the Province of Alberta, President of P & N G Land Services Ltd.

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 15th day of July A.D. 1980.

Manfred Weber

(MICHAEL DANIEL) Michael Daniel
A Commissioner for Oaths in and for the Province of Alberta.

JUL 22 '80

8021610 19

DATED A.D. 19

RE

Caveat

File No. 3068

Easement

This is Exhibit "A" referred to in Caveat [illegible]

JULY 15 A.D. 1980

ATTACHED TO AND FORMING PART OF THIS DOCUMENT

I, HELEN CHEMILNISKY of EDMONTON, in the Province of ALBERTA, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

FIRSTLY: ALL THAT PORTION OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION THIRTY (30) TOWNSHIP FIFTY SEVEN (57) RANGE TWENTY TWO (22) WEST OF THE FOURTH MERIDIAN, WHICH LIES TO THE SOUTH AND EAST OF THE SOUTH EAST LIMIT OF THE ROAD, AS SHOWN ON ROAD PLAN 2447 E.U. AND WHICH LIES TO THE SOUTH OF THE SOUTH LIMIT OF THE ROAD, (NOW ABANDONED) AS SHOWN ON ROAD PLAN 151 C.L., CONTAINING 18.6 HECTARES (46 ACRES) MORE OR LESS. EXCEPTING THEREOUT ALL MINES AND MINERALS.
SECONDLY: ALL THAT PORTION OF THE NORTH EAST QUARTER OF SECTION (30). TOWNSHIP FIFTY SEVEN (57), RANGE TWENTY TWO (22) WEST OF THE FOURTH MERIDIAN, WHICH LIES TO THE NORTH WEST OF THE NORTH WEST LIMIT OF THE ALBERTA AND GREAT WATERWAYS RAILWAY AS SHOWN ON RAILWAY PLAN 6598 A.Z. AND WHICH LIES TO THE SOUTH OF THE SOUTH LIMIT OF THE ROAD (NOW ABANDONED) AS SHOWN ON ROAD PLAN 151 C.L., CONTAINING 11.7 HECTARES (29 ACRES) MORE OR LESS. EXCEPTING THEREOUT ALL MINES AND MINERALS.

and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way FIFTEEN (15) metres in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register said documents as may be necessary to effect a termination of its rights under this instrument.

2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.

3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of [redacted] per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.

4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.

5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.

6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.

7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.

8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.

10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Granter and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.

11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 10 day of July A.D. 19 80

Signed by the said
in the presence of

Grantor HELEN CHEMILNISKY 12728-87 st. Edmonton, Alberta. Address

Grantor

Russell R. Wilkinson

STAR OIL & GAS LTD. Address

per:

Seal per:

500, 630-4th Ave. S.W. CALGARY, Alta.

CONSENT OF SPOUSE

I, being married to the above named (the Grantor or purchaser) 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, 1948, to the extent necessary to give effect to the said disposition.

Spouse of Grantor or Purchaser

in the Province of ALBERTA as described in Certificate of Title No. 080-D-247 registered in the Land Titles Office for the NORTH Alberta Land Registration District, hereinafter called the said lands.

In consideration of the sum of -----ONE ($1.00)-----

Dollars (receipt of which is hereby acknowledged) paid to me by .. STAR OIL & GAS LTD

hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successor and assigns, a right-of-way across, over, under, on and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. Should the Grantee not deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way FIFTEEN (15) metres in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register said documents as may be necessary to effect a termination of its rights under this instrument.

2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.

3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of [redacted] per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.

4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.

5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.

6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.

7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.

8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.

10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.

11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 10 day of July A.D. 19 80

Signed by the said
in the presence of

Grantor HELEN CHEMILNISKY 12728-87 st. Edmonton, Alberta.
Address

Grantor

Russell R. Wilkinson

STAR OIL & GAS LTD. Address

per:

Seal

per:

500, 630-4th Ave. S.W. CALGARY, Alta.

CONSENT OF SPOUSE

I, being married to the above named (the Grantor or purchaser) 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, 1948, to the extent necessary to give effect to the said disposition.

Spouse of Grantor or Purchaser

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

1. This document was acknowledged before me by ..... apart from her husband (or his wife).

2. ..... acknowledged to me that she (or he),

(a) is aware of the nature of the disposition.

(b) is aware that the Dower Act, 1948, gives her (or him) 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 (or him) by the Dower Act, 1948, 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 (or his wife).

Dated at ....., in the Province of Alberta, this ..... day of ....., A.D. 19 .

A Commissioner for Oaths in and for the Province of Alberta

AFFIDAVIT

I, Helen Chemilnisky of Edmonton

in the Province of Alberta, Housewife (Occupation), make oath and say:

1. That I am the Grantor or Purchaser named in the within instrument. RWW

2. [redacted]

OR

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

SWORN before me at Edmonton
In the Province of Alberta,
this 10 day of July, A.D. 1980

Helen Chemilnisky

Russell R. Wilkinson
A Commissioner for Oaths in and for the Province of Alberta
RUSSELL R. WILKINSON

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) Stan Turbiarz and John Geleta

of Redwater in the Province of Alberta

being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the 1st day of May, A.D. 1977, DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.

DATED at Redwater in the Province of Alberta, this 11 day of July, A.D. 1980

(Witness) Russell R. Wilkinson
Russell R. Wilkinson

Stan Turbiarz (Purchaser)
John Geleta (Occupant)

Dated day of 19
COPY OF INSTRUMENT
REGISTERED AS ..... OFFICE
LAND TITLES
EDMONTON
(Grantor)

and

(Grantee)

Easement

P & NG LAND SERVICES LTD.

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Russell R. Wilkinson, of the City of Edmonton in the Province of Alberta, Landman, make oath and say:

1. That I was personally present and did see Helen Chemilnisky 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 Edmonton in the Province of Alberta, and that I am the subscribing witness thereto.

3. That I know the said Helen Chemilnisky and he is in my belief of the full age of twenty-one years.

SWORN before me at Edmonton
in the Province of Alberta,
this 10 day of July, A.D. 1980

Russell R. Wilkinson
Russell R. Wilkinson

A Commissioner for Oaths in and for the Province of Alberta

3068-1

FORM No. 460-0898 – Caveat (311)

Wilson Office Specialty Ltd. 377

Caveat

TO THE REGISTRAR OF NORTH LAND REGISTRATION DISTRICT

TAKE NOTICE that I, STAR OIL & GAS LTD., a body Corporate with its head office at 500, 630 – 4th Avenue, S.W. (Insert name and *addition of caveator)

of the City of Calgary in the Province of Alberta,

claim (specify the estate or interest claimed) an interest in the undermentioned land, being a Pipeline to tie-in Wellsite, being less than twenty (20) acres, by virtue of an Easement dated the 10th day of July A.D. 1980 and made between HELEN CHEMILNISKY, the Registered Owner, as Grantor and the Caveator, a copy of which Easement is attached to this Caveat and marked Exhibit "A".

OF AND IN FIRST: ALL THAT PORTION OF THE NORTH HALF OF THE NORTH EAST QUARTER OF SECTION THIRTY (30) TOWNSHIP FIFTY SEVEN (57) RANGE TWENTY TWO (22) WEST OF THE FOURTH MERIDIAN, WHICH LIES TO THE SOUTH AND EAST OF THE SOUTH EAST LIMIT OF THE ROAD, AS SHOWN ON ROAD PLAN 2447 E.U. AND WHICH LIES TO THE SOUTH OF THE SOUTH LIMIT OF THE ROAD, (NOW ABANDONED) AS SHOWN ON ROAD PLAN 151 C.L., CONTAINING 18.6 HECTARES (46 ACRES) MORE OR LESS. EXCEPTING THEREOUT ALL MINES AND MINERALS.

SECONDLY: ALL THAT PORTION OF THE NORTH EAST QUARTER OF SECTION THIRTY (30), TOWNSHIP FIFTY SEVEN (57), RANGE TWENTY TWO (22) WEST OF THE FOURTH MERIDIAN, WHICH LIES TO THE NORTH WEST OF THE NORTH WEST LIMIT OF THE ALBERTA AND GREAT WATERWAYS RAILWAY AS SHOWN ON RAILWAY PLAN 6598 A.Z. AND WHICH LIES TO THE SOUTH OF THE SOUTH LIMIT OF THE ROAD (NOW ABANDONED) AS SHOWN ON ROAD PLAN 151 C.L., CONTAINING 11.7 HECTARES (29)ACRES) MORE OR LESS. EXCEPTING THEREOUT ALL MINES AND MINERALS.

being lands described in Certificate of Title, standing in the register in the name of HELEN CHEMILNISKY 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 500, 630 – 4th Avenue, S.W. at the City of Calgary in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this 15th day of July A.D. 19 80.

STAR OIL & GAS LTD.
BY ITS AGENT: H & W G LAND SERVICES LTD.

Signature of the Caveator or his Agent*
MANFRED WEBER, PRESIDENT

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, of the of in the Province of Alberta, make oath and say:

1. THAT I am the within-named Caveator.

2. THAT I believe that I have 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 of in the Province of Alberta this day of A.D. 19 .

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

(*addition is defined as something attached to a man's name to show his rank, occupation, or place of residence, or otherwise to distinguish him.)

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

092351980

ORDER NUMBER: 59002339

ADVISORY

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CAVEAT FORBIDDING REGISTRATION
Form 26, Section 130

To the Registrar of the North Alberta Land Registration District

Take notice that **BAYTEX ENERGY LTD.** of Calgary, in the Province of Alberta,

Claim an interest under and by virtue of a Surface Lease dated September 15, 2009 comprising of less than 20 acres for a Wellsite and Access Road made between **MARVIN H HOLM** of Redwater, in the Province of Alberta, as Lessor, and the Caveator as Lessee, reproduction and all other rights and interest under and by virtue of the said agreement;

In the lands described as follows:

DESCRIPTIVE PLAN 0321723
BLOCK 3
LOT 3
CONTAINING 48.98 HECTARES (121.03 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

		HECTARES	(ACRES)	MORE OR LESS
A) PLAN 151CL	**ROAD**	**(PART)**		

EXCEPTING THEREOUT ALL MINES AND MINERALS

As more particularly described in the Certificate of Title No. **032 339 545**, as recorded in the North Alberta Land Registration District;

Standing in the register in the name of **DALYCE P HOLM and MARVIN H HOLM**.

And **BAYTEX ENERGY LTD.** forbids 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 **BAYTEX ENERGY LTD.**, PO Box 20010, 205 – 5th Avenue SW, Calgary, AB T2P 4H3.

IN WITNESS WHEREOF I have hereunto subscribed my name this 29th day of September, 2009.

BAYTEX ENERGY LTD.

PER: _____
WARREN McILWAIN (Agent)

AFFIDAVIT IN SUPPORT OF CAVEAT
Form 27, Section 131

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, **WARREN McILWAIN**, of Lloydminster, in the Province of Alberta, Landman

MAKE OATH AND SAY AS FOLLOWS:

1. I am the within-named Agent for the above-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 Lloydminster,)
in the Province of Alberta,)
this 29th day of September, 2009.)
)
)
)

HOLLY-SUE SKOREYKO
A COMMISSIONER FOR OATHS
in and for the Province of Alberta
My Commission Expires: July 16, 2012

WARREN McILWAIN

NOTE: These Locations Are To Be HORIZONTALLY DRILLED.

PLAN SHOWING LOCATION OF

PAD SITE AND ACCESS ROAD
WITHIN LOT 3 BLOCK 3 PLAN 032 1723

IN LSD. 15 SEC. 30 TWP. 57 RGE. 22 W. 4 M.

STURGEON COUNTY

* BAYTEX 5C HZ REDWATER 5-31-57-22
* BAYTEX 16C HZ REDWATER 16-31-57-22
FROM BAYTEX PAD SITE 15P-30-57-22 W4M

* DENOTES NEW WELL CENTRE

ERCB LICENSING INFORMATION:

The proposed well centre is:	Yes	No
-at least 1.5 km from an urban centre	☒	☐
-outside any potential coal development area	☒	☐
-at least 5.0 km from a lighted aerodrome	☒	☐
-at least 1.6 km from an unlighted aerodrome	☒	☐
-at least 100 m from any surface improvement	☐	☒
-at least 100 m from a water body as defined in Directive 56	☒	☐
-at least 200 m from any water well	☒	☐
The proposed site is outside of Historically Significant Land (March. 1st, 2009 Edition)	☒	☐

-The nearest SURFACE DEVELOPMENT is a Residence in the S.E.1/4 Sec. 31-57-22 W. 4 M. located ±531m from Well Centre.

-The nearest URBAN CENTRE is the Town of REDWATER located ±7 km from Well Centre.

INFORMATION SOURCES USED:

	Yes	No
Land Titles legal plan search	☒	☐
Certificate of Title	☒	☐
Public Lands standing report	☐	☒
E.R.C.B. Permit map	☒	☐
Co-op map	☒	☐
Technical Services Disposition map	☐	☒
E.G.I.S. software	☒	☐

Information Searched on : 14 JULY 09

This plan represents the best information available at the time of survey. ALL-CAN ENGINEERING & SURVEYS takes no responsibility for the location of any underground conduits, pipes or other facilities whether shown on or omitted from this plan. All underground installations should be located by the respective authorities prior to construction.

Contact Alberta 1 Call at 1-800-242-3447 or www.albertaicall.com

AFFIDAVIT:

I, James Sloan, Alberta Land Surveyor, of Calgary, Alberta, certify that the survey represented by this plan is true and correct to the best of my knowledge, has been carried out in accordance with the Alberta Land Surveyors' Association Manual of Standard Practice, and the field survey was performed on the 23rd day of July, 2009

Alberta Land Surveyor
Signed: 18th day of August, 2009.

Witness (Andy Nicas)

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P 012
All-Can Engineering & Surveys (1976) Ltd

PAD SITE ELEVATIONS:
SEE DETAIL Pg.8

DATUM: GEODETIC B.M. # 61A047; ELEV. = 654.358m

AREAS:

	ha	Ac
Pad Site	1.320	3.26
Access Road	1.747	4.32
TOTAL	3.067	7.58

CONSENT:

I/We, consent to the location of the Well Site and/or Access Road as shown and have no objections to the E.R.C.B. issuing a drilling licence.

Dated this____ day of _____, 2009.

Witness

Landowner/Occupant

Landowner/Occupant

LEGEND:

Statutory Iron Survey Post Found shown thus .....●
Iron Spike Placed at Well Centre shown thus .....◇
Temporary Mark shown thus .....☒
Power Pole shown thus .....• PP
Iron Bar shown thus .....Placed .....◊ .....Found .....♦
Iron Spike shown thus .....Placed .....△ .....Found .....▲
Wooden Hub shown thus .....Placed .....□ .....Found .....■
Portions referred to shown thus ——————
Distances are in metres and decimals thereof.

REVISIONS:

Rev.	Description	PC	DWN	CHK	QC	DATE
1	Plan Issued	KW	APN	AM	WD	18/AUG/09

PROJECT INFORMATION:

Client: BAYTEX ENERGY LTD.

BAYTEX ENERGY LTD.

ALL-CAN ENGINEERING & SURVEYS (1976) LTD.
Phone: (403) 244-2131 Fax: (403) 244-6455

Job No.: 09-0426 | Dwg. No.: 090426W010 | Scale: 1:5000 | Page: 1 OF 8

	LOCAL CO-ORDINATES							
	SURFACE		ICP 3D-31		BOTTOM HOLE			
WELL NAME	S. of N. Bdy. Sec.30	W. of E. Bdy. Sec.30	N. of S. Bdy. Sec.31	E. of W. Bdy. Sec.31	N. of S. Bdy. Sec.31	E. of W. Bdy. Sec.31	GROUND ELEVATION	SURVEY DATE
*BAYTEX 5C HZ REDWATER 5-31-57-22	105.1	758.6	220.0	795.3	780.0	20.0	659.03	23 JULY 09
BAYTEX 4C HZ REDWATER 4-31-57-22	105.1	758.6	220.0	795.3	220.0	20.0	659.03	23 JULY 09
BAYTEX 5B HZ REDWATER 5-31-57-22	105.1	758.6	220.0	795.3	500.0	20.0	659.03	23 JULY 09
BAYTEX 6C HZ REDWATER 6-31-57-22	105.1	758.6	220.0	795.3	780.0	470.0	659.03	23 JULY 09
	LOCAL CO-ORDINATES							
	SURFACE		ICP 2D-31		BOTTOM HOLE			
WELL NAME	S. of N. Bdy. Sec.30	W. of E. Bdy. Sec.30	N. of S. Bdy. Sec.31	W. of E. Bdy. Sec.31	S. of N. Bdy. Sec.31	W. of E. Bdy. Sec.31	GROUND ELEVATION	SURVEY DATE
*BAYTEX 16C HZ REDWATER 16-31-57-22	105.1	748.6	220.0	540.0	20.0	220.0	658.93	23 JULY 09
BAYTEX 15C HZ REDWATER 15-31-57-22	105.1	748.6	220.0	540.0	20.0	780.0	658.93	23 JULY 09
BAYTEX 15D HZ REDWATER 15-31-57-22	105.1	748.6	220.0	540.0	20.0	590.0	658.93	23 JULY 09
BAYTEX 15D2 HZ REDWATER 15-31-57-22	105.1	748.6	220.0	540.0	20.0	405.0	658.93	23 JULY 09

* DENOTES NEW WELL CENTRE

	UTM CO-ORDINATES - NAD 27 ATS 2.6 (Zone 12 CM 111°W)					
	SURFACE		ICP 3D-31		BOTTOM HOLE	
WELL NAME	Northing	Easting	Northing	Easting	Northing	Easting
*BAYTEX 5C HZ REDWATER 5-31-57-22	5981497.7	351799.0	5981824.6	351746.9	5982409.0	350991.4
BAYTEX 4C HZ REDWATER 4-31-57-22	5981497.7	351799.0	5981824.6	351746.9	5981849.4	350972.1
BAYTEX 5B HZ REDWATER 5-31-57-22	5981497.7	351799.0	5981824.6	351746.9	5982129.2	350981.7
BAYTEX 6C HZ REDWATER 6-31-57-22	5981497.7	351799.0	5981824.6	351746.9	5982394.5	351441.1
	SURFACE		ICP 2D-31		BOTTOM HOLE	
*BAYTEX 16C HZ REDWATER 16-31-57-22	5981497.4	351808.9	5981815.6	352026.7	5983171.9	352382.2
BAYTEX 15C HZ REDWATER 15-31-57-22	5981497.4	351808.9	5981815.6	352026.7	5983191.0	351822.7
BAYTEX 15D HZ REDWATER 15-31-57-22	5981497.4	351808.9	5981815.6	352026.7	5983184.5	352012.5
BAYTEX 15D2 HZ REDWATER 15-31-57-22	5981497.4	351808.9	5981815.6	352026.7	5983178.2	352197.4

* DENOTES NEW WELL CENTRE

	GEOGRAPHIC CO-ORDINATES- NAD 27 ATS 2.6					
	SURFACE		ICP 3D-31		BOTTOM HOLE	
WELL NAME	LATITUDE	LONGITUDE	LATITUDE	LONGITUDE	LATITUDE	LONGITUDE
*BAYTEX 5C HZ REDWATER 5-31-57-22	53°57'45.060"	113°15'32.301"	53°57'55.573"	113°15'35.729"	53°58'13.686"	113°16'18.179"
BAYTEX 4C HZ REDWATER 4-31-57-22	53°57'45.060"	113°15'32.301"	53°57'55.573"	113°15'35.729"	53°57'55.576"	113°16'18.254"
BAYTEX 5B HZ REDWATER 5-31-57-22	53°57'45.060"	113°15'32.301"	53°57'55.573"	113°15'35.729"	53°58'04.631"	113°16'18.216"
BAYTEX 6C HZ REDWATER 6-31-57-22	53°57'45.060"	113°15'32.301"	53°57'55.573"	113°15'35.729"	53°58'13.685"	113°15'53.495"
	SURFACE		ICP 2D-31		BOTTOM HOLE	
*BAYTEX 16C HZ REDWATER 16-31-57-22	53°57'45.060"	113°15'31.754"	53°57'55.571"	113°15'20.373"	53°58'39.789"	113°15'03.239"
BAYTEX 15C HZ REDWATER 15-31-57-22	53°57'45.060"	113°15'31.754"	53°57'55.571"	113°15'20.373"	53°58'39.829"	113°15'33.962"
BAYTEX 15D HZ REDWATER 15-31-57-22	53°57'45.060"	113°15'31.754"	53°57'55.571"	113°15'20.373"	53°58'39.816"	113°15'23.538"
BAYTEX 15D2 HZ REDWATER 15-31-57-22	53°57'45.060"	113°15'31.754"	53°57'55.571"	113°15'20.373"	53°58'39.802"	113°15'13.389"

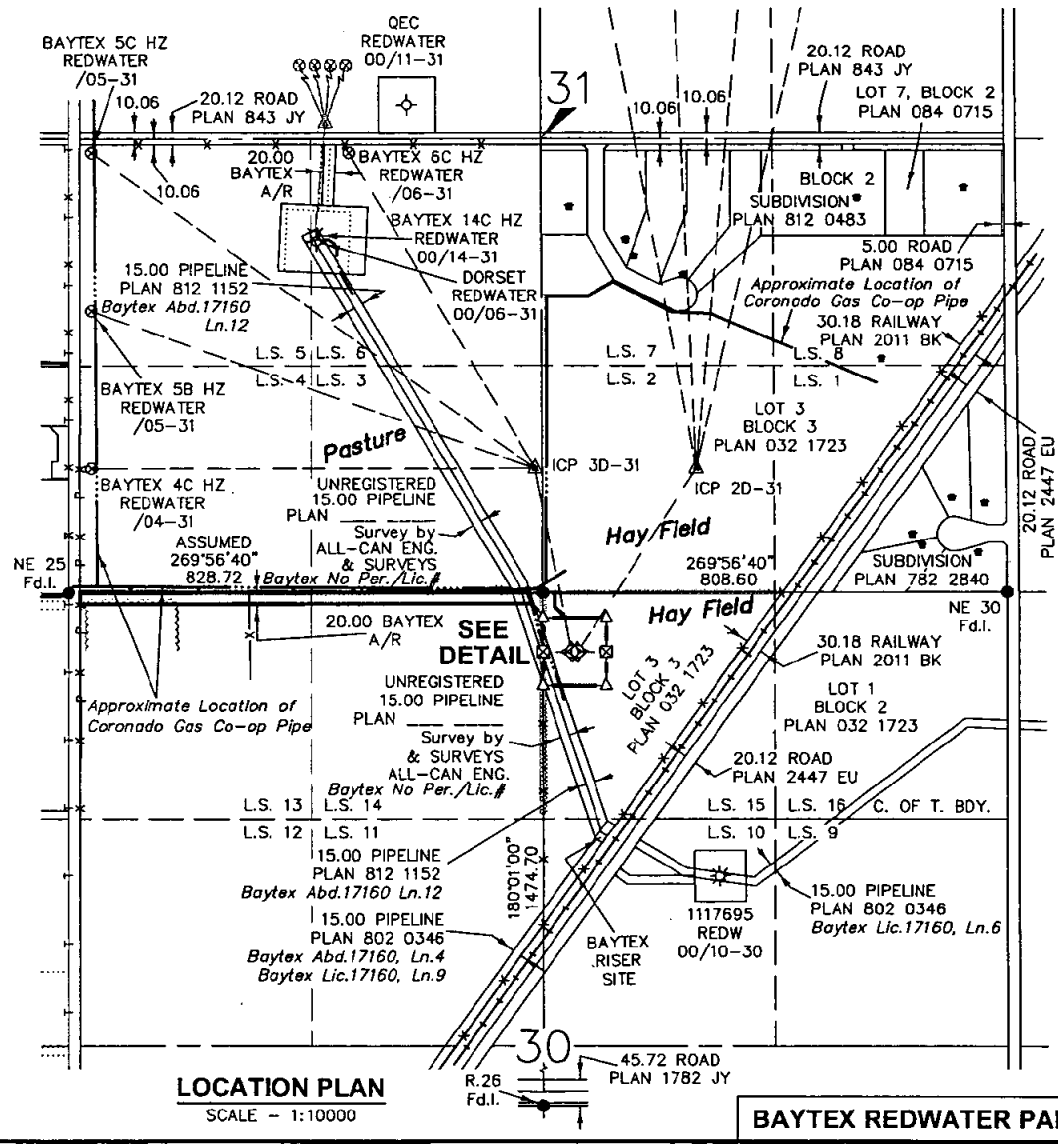
* DENOTES NEW WELL CENTRE

	UTM CO-ORDINATES- NAD 83 ATS 4.1 (Zone 12 CM = 111°W)					
	SURFACE		ICP 3D-31		BOTTOM HOLE	
WELL NAME	Northing	Easting	Northing	Easting	Northing	Easting
*BAYTEX 5C HZ REDWATER 5-31-57-22	5981725.1	351743.8	5982052.0	351691.6	5982636.2	350936.0
BAYTEX 4C HZ REDWATER 4-31-57-22	5981725.1	351743.8	5982052.0	351691.6	5982076.6	350916.9
BAYTEX 5B HZ REDWATER 5-31-57-22	5981725.1	351743.8	5982052.0	351691.6	5982356.4	350926.4
BAYTEX 6C HZ REDWATER 6-31-57-22	5981725.1	351743.8	5982052.0	351691.6	5982621.9	351385.7
	SURFACE		ICP 2D-31		BOTTOM HOLE	
*BAYTEX 16C HZ REDWATER 16-31-57-22	5981724.8	351753.8	5982043.0	351971.4	5983399.5	352326.7
BAYTEX 15C HZ REDWATER 15-31-57-22	5981724.8	351753.8	5982043.0	351971.4	5983418.4	351767.1
BAYTEX 15D HZ REDWATER 15-31-57-22	5981724.8	351753.8	5982043.0	351971.4	5983412.0	351957.0
BAYTEX 15D2 HZ REDWATER 15-31-57-22	5981724.8	351753.8	5982043.0	351971.4	5983405.7	352141.8

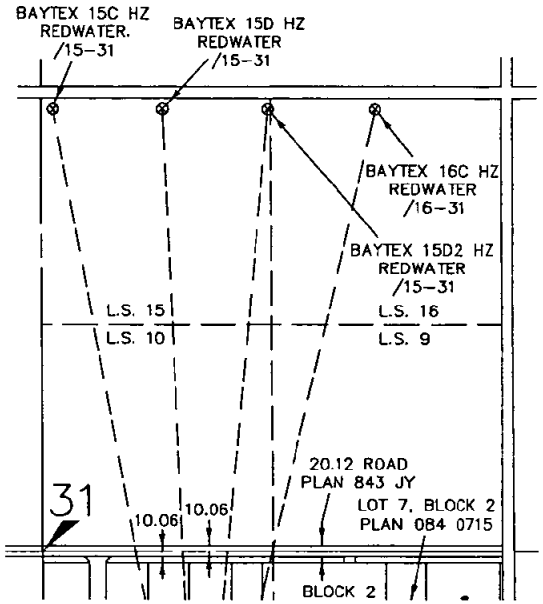
* DENOTES NEW WELL CENTRE

	GEOGRAPHIC CO-ORDINATES – NAD 83 ATS 4.1 Decimal Degrees					
	SURFACE		ICP 3D-31		BOTTOM HOLE	
WELL NAME	LATITUDE	LONGITUDE	LATITUDE	LONGITUDE	LATITUDE	LONGITUDE
*BAYTEX 5C HZ REDWATER 5-31-57-22	53.962598°	113.259897°	53.965518°	113.260851°	53.970548°	113.272645°
BAYTEX 4C HZ REDWATER 4-31-57-22	53.962598°	113.259897°	53.965518°	113.260851°	53.965517°	113.272664°
BAYTEX 5B HZ REDWATER 5-31-57-22	53.962598°	113.259897°	53.965518°	113.260851°	53.968033°	113.272654°
BAYTEX 6C HZ REDWATER 6-31-57-22	53.962598°	113.259897°	53.965518°	113.260851°	53.970549°	113.265788°
	SURFACE		ICP 2D-31		BOTTOM HOLE	
*BAYTEX 16C HZ REDWATER 16-31-57-22	53.962598°	113.259745°	53.965518°	113.256585°	53.977802°	113.251831°
BAYTEX 15C HZ REDWATER 15-31-57-22	53.962598°	113.259745°	53.965518°	113.256585°	53.977812°	113.260366°
BAYTEX 15D HZ REDWATER 15-31-57-22	53.962598°	113.259745°	53.965518°	113.256585°	53.977809°	113.257470°
BAYTEX 15D2 HZ REDWATER 15-31-57-22	53.962598°	113.259745°	53.965518°	113.256585°	53.977805°	113.254651°

* DENOTES NEW WELL CENTRE

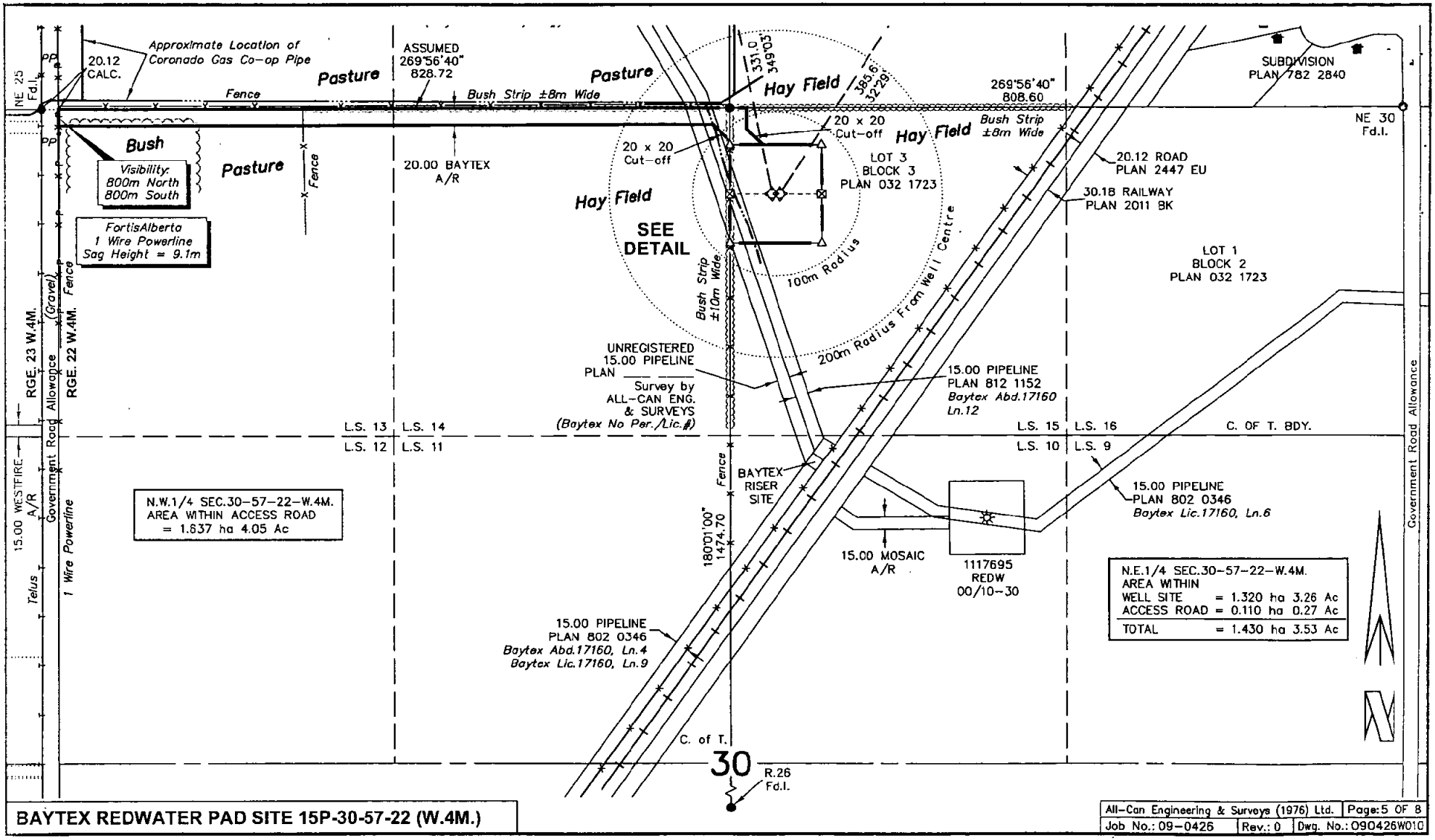


LOCATION PLAN
SCALE - 1:10000



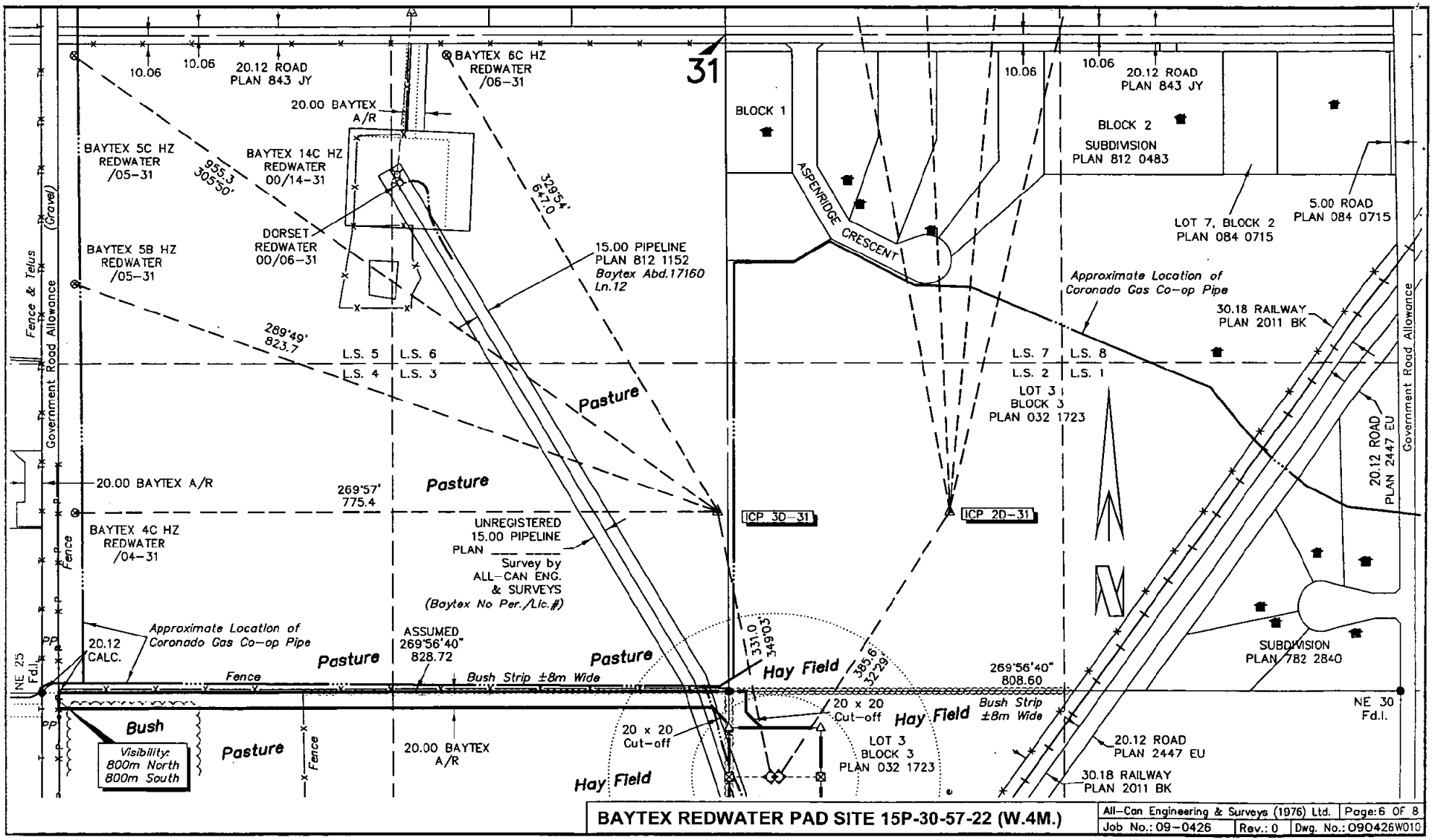
BAYTEX REDWATER PAD SITE 15P-30-57-22 (W.4M.)

All-Can Engineering & Surveys (1976) Ltd.		Page: 4 OF 8
Job No.: 09-0426	Rev.: 0	Dwg. No.: 090426W010



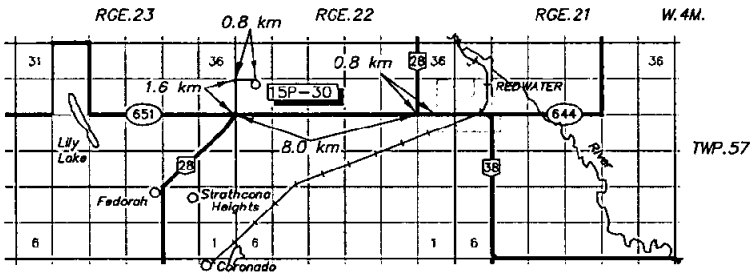
BAYTEX REDWATER PAD SITE 15P-30-57-22 (W.4M.)

All-Can Engineering & Surveys (1976) Ltd.		Page:5 OF 8
Job No.: 09-0426	Rev.: 0	Dwg. No.: 090426W010

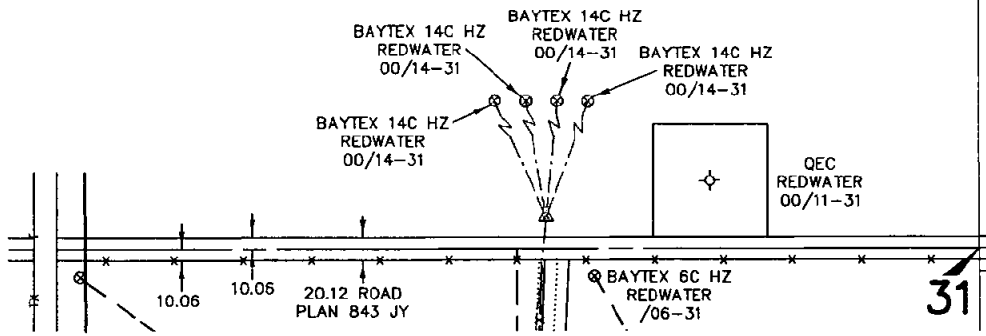


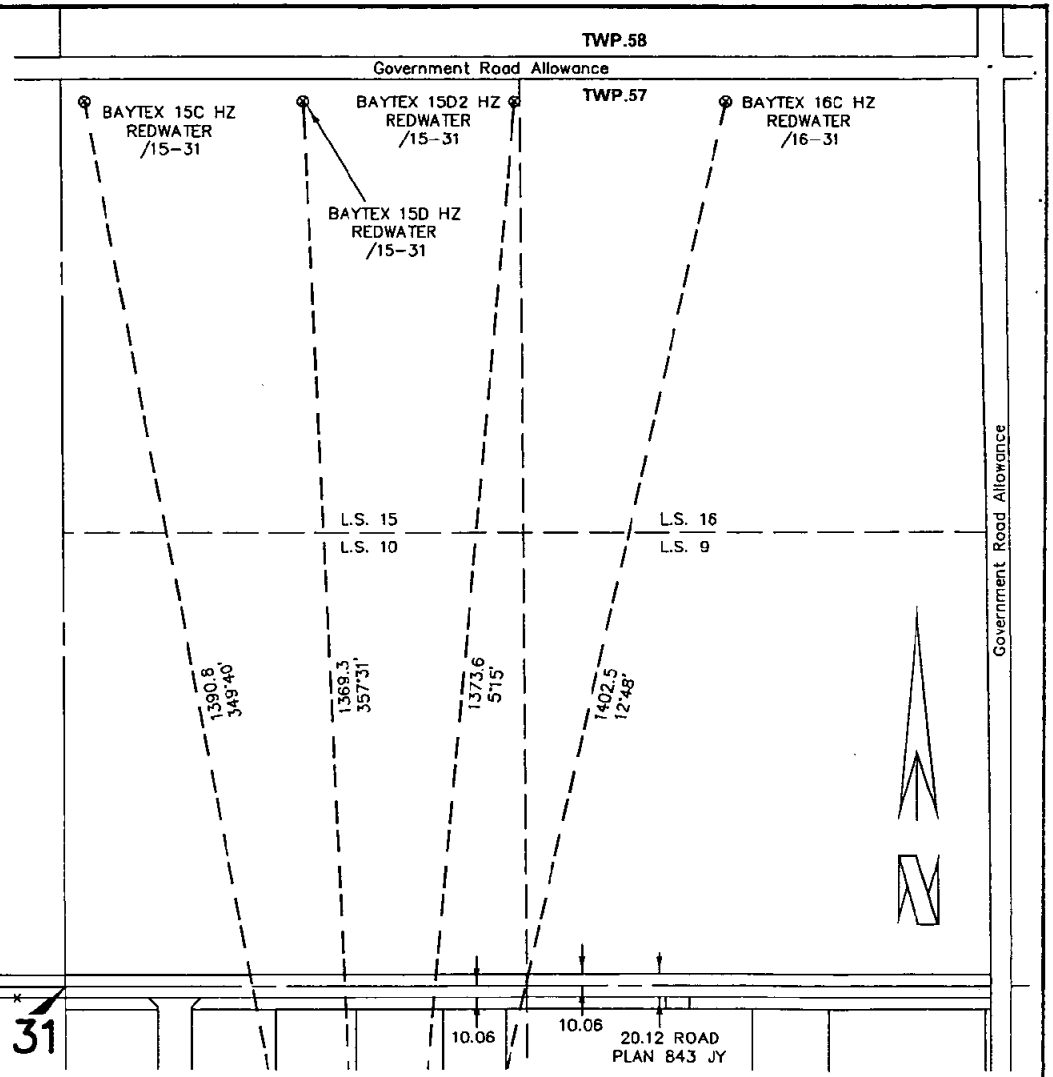
BAYTEX REDWATER PAD SITE 15P-30-57-22 (W.4M.)

All-Can Engineering & Surveys (1976) Ltd.		Page:6 OF 8
Job No.: 09-0426	Rev.: 0	Dwg. No.: 090426W010



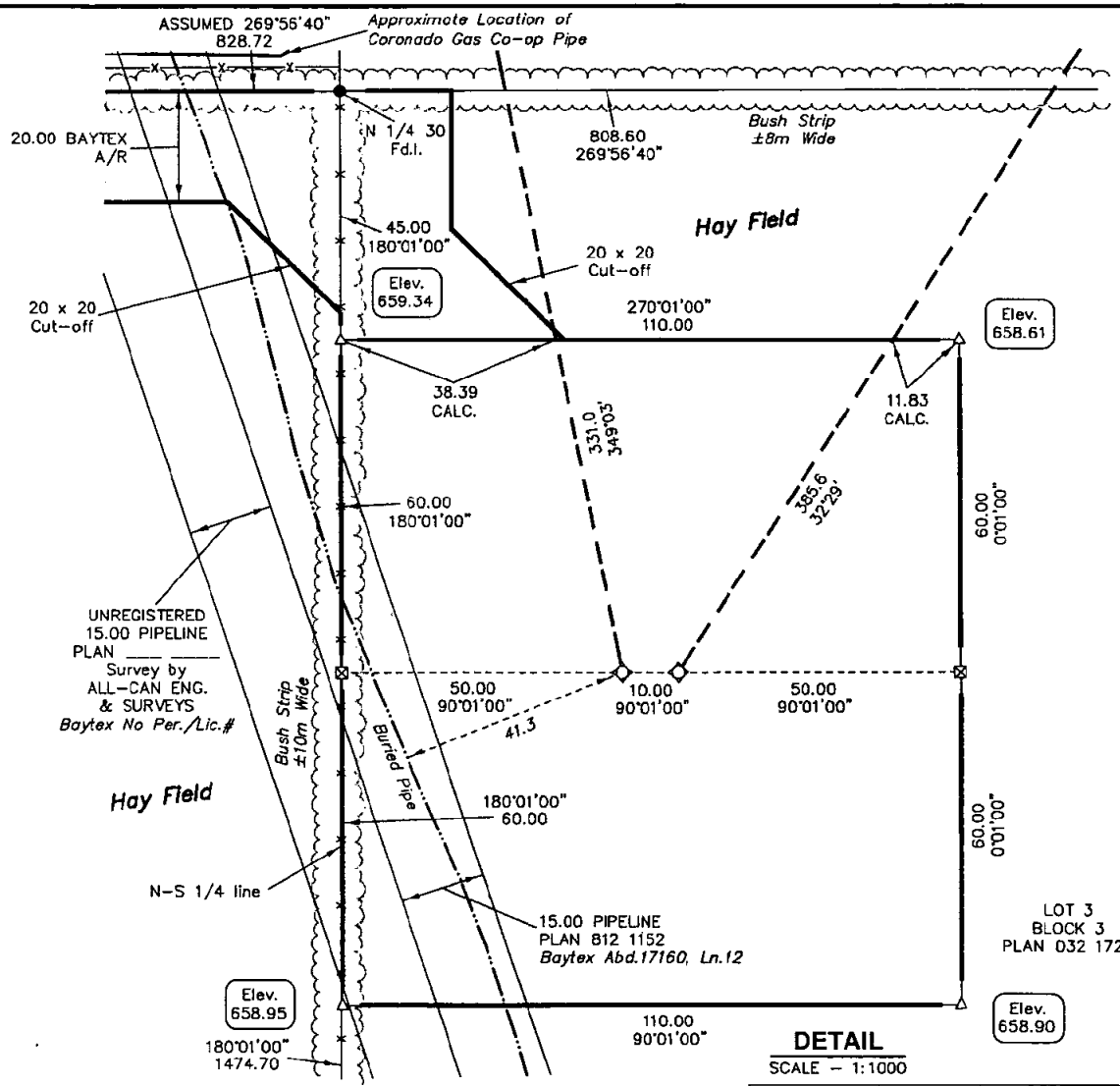
ROUTE MAP
SCALE - 1:250000





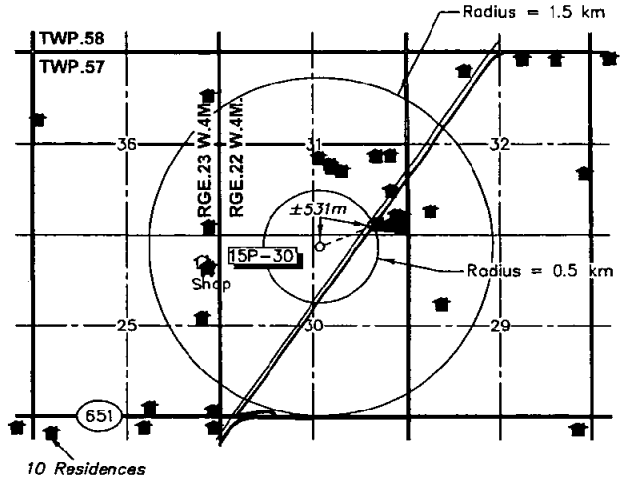
BAYTEX REDWATER PAD SITE 15P-30-57-22 (W.4M.)

All-Can Engineering & Surveys (1976) Ltd.		Page: 7 OF 8
Job No.: 09-0426	Rev.: 0	Dwg. No.: 090426W010



DETAIL

SCALE – 1:1000



SURFACE DEVELOPMENT PLAN

SCALE – 1:50,000

OCCUPIED RESIDENCE SHOWN THUS.....

VACANT RESIDENCE SHOWN THUS.....

OTHER SURFACE DEVELOPMENT SHOWN THUS.....

NOTE: SURFACE DEVELOPMENTS HAVE BEEN CONFIRMED ON THE DATE OF SURVEY, WITHIN THE SHOWN RADII ONLY.

BAYTEX REDWATER PAD SITE 15P-30-57-22 (W.4M.)

All-Can Engineering & Surveys (1976) Ltd. | Page:8 OF 8

Job No.: 09-0426 | Rev.: 0 | Dwg. No.: 090426W010

DATED this 29th day of September, 2009

RE:

BAYTEX ENERGY LTD.

NE 30-57-22 W4M

CAVEAT FORBIDDING REGISTRATION

Renton Land Services (1983) Ltd.
Box 392
601, 5912 – 50 Avenue
Lloydminster, AB S9V 0Y4

Phone: 780-875-6112

Our File No: 12112



092351980 REGISTERED 2009 09 30
CAVE - CAVEAT
DOC 1 OF 2 DRR#: C06E537 ADR/TTAYLOR
LINC/S: 0029860757

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

092371809

ORDER NUMBER: 59012374

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
Form 26, Section 130

To the Registrar of the North Alberta Land Registration District

Take notice that **BAYTEX ENERGY LTD.** of Calgary, in the Province of Alberta,

Claim an interest under and by virtue of a Right-of-Way Agreement dated September 15, 2009 comprising of less than 20 acres for a Pipeline made between **MARVIN H HOLM** of Redwater, in the Province of Alberta, as Grantor, and the Caveator as Grantee, reproduction and all other rights and interest under and by virtue of the said agreement;

In the lands described as follows:

DESCRIPTIVE PLAN 0321723
BLOCK 3
LOT 3
CONTAINING 48.98 HECTARES (121.03 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

		HECTARES (ACRES)	MORE OR LESS
A) PLAN 151CL	**ROAD**	**(PART)**	

EXCEPTING THEREOUT ALL MINES AND MINERALS

As more particularly described in the Certificate of Title No. **032 339 545**, as recorded in the North Alberta Land Registration District;

Standing in the register in the name of **DALYCE P HOLM and MARVIN H HOLM**.

And **BAYTEX ENERGY LTD.** forbids 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 **BAYTEX ENERGY LTD.**, PO Box 20010, 205 – 5th Avenue SW, Calgary, AB T2P 4H3.

IN WITNESS WHEREOF I have hereunto subscribed my name this 14th day of October, 2009.

BAYTEX ENERGY LTD.

PER: _____
WARREN McILWAIN (Agent)

AFFIDAVIT IN SUPPORT OF CAVEAT
Form 27, Section 131

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, **WARREN McILWAIN**, of Lloydminster, in the Province of Alberta, Landman

MAKE OATH AND SAY AS FOLLOWS:

1. I am the within-named Agent for the above-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 Lloydminster,)
in the Province of Alberta,)
this 14th day of October, 2009.)
)
)
)

WARREN McILWAIN

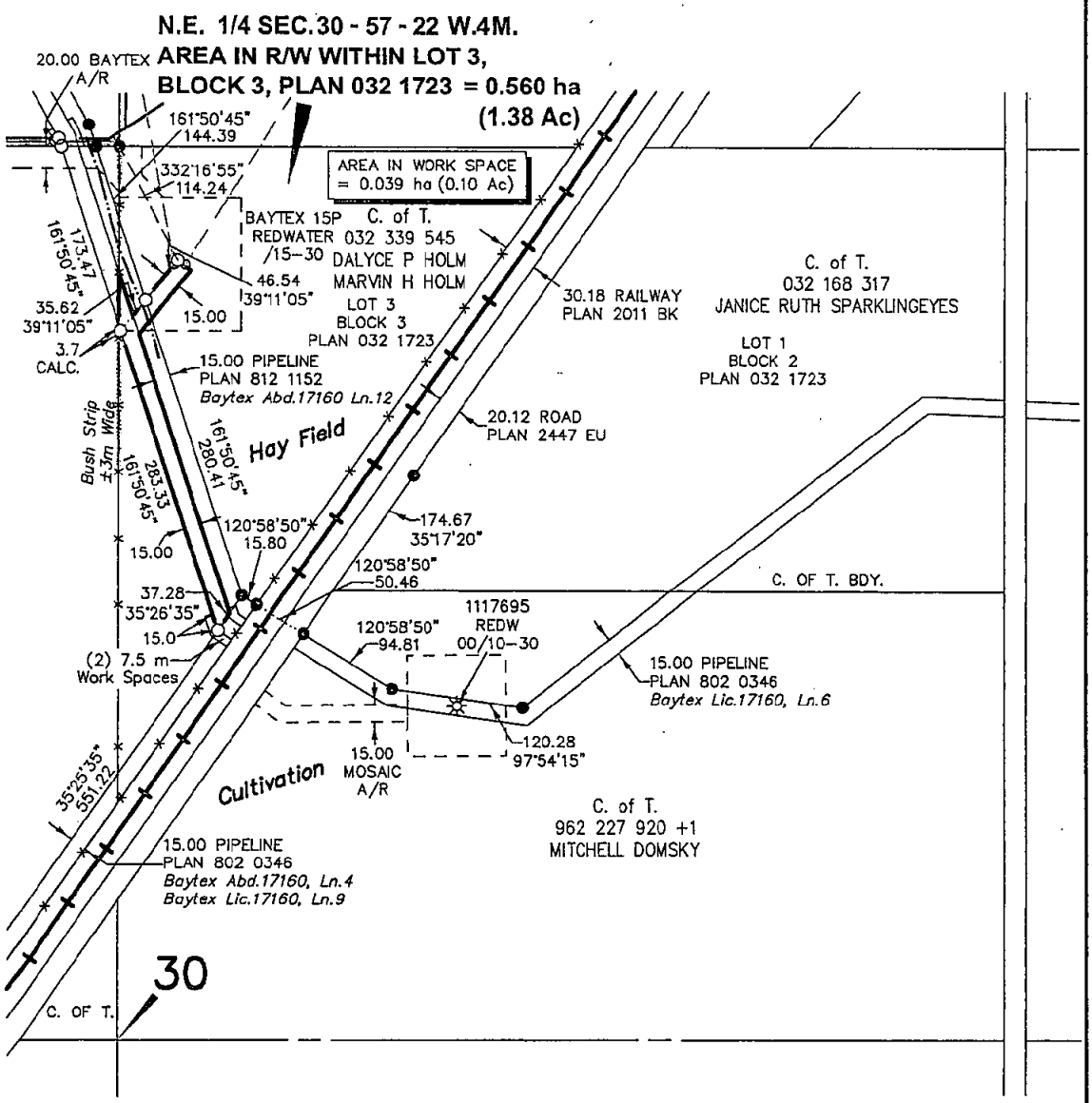
HOLLY SUE SKOREYKO
A COMMISSIONER FOR OATHS
in and for the Province of Alberta
My Commission Expires: July 16, 2012

REVISED 1

BAYTEX ENERGY LTD.

INDIVIDUAL OWNERSHIP PLAN

Showing PIPE LINE RIGHT-OF-WAY WITHIN LOT 3, BLOCK 3, PLAN 032 1723
in the N.E. 1/4 Section 30 Township 57 Range 22 West of the 4 Meridian
Scale · 1 : 5000



OWNER : DALYCE P HOLM
MARVIN H HOLM

ALBERTA LAND SURVEYORS' ASSOCIATION PERMIT NUMBER P 012 All-Can Engineering & Surveys (1976) Ltd

TITLE NUMBER : 032 339 545
AREA REQUIRED : 0.560 ha 1.38 Ac
MUNICIPALITY : STURGEON COUNTY

I/We agree to the location of the Right-of-way and have no objections to the E.R.C.B. issuing a permit for same.

Date : _____

Owner : _____

_____

Legend

Monuments found shown thus ●
Monuments planted shown thus ○
Portion referred to outlined thus ▬
Work Space shown thus ▭
For additional information see construction plan.

Certified Correct

ALS

ALL-CAN ENGINEERING & SURVEYS (1976) LTD.

JOB No. : 08-1427
DWG No. : 081427i031
DATE : 3/DEC/08
PAGE : 1 of 1
REVISION : 1 (13/AUG/09)

DATED this 14th day of October, 2009

RE:

BAYTEX ENERGY LTD.

Portion of NE 30-57-22 W4M

CAVEAT FORBIDDING REGISTRATION

Renton Land Services (1983) Ltd.
Box 392
601, 5912 – 50 Avenue
Lloydminster, AB S9V 0Y4

Phone: 780-875-6112

Our File No: 11707



092371809 REGISTERED 2009 10 15
CAVE - CAVEAT
DOC 3 OF 3 DRR#: C078CE7 ADR/RNOORANI
LINC/S: 0029860757

3/3

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

102266558

ORDER NUMBER: 59012374

ADVISORY

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CAV-1

CAVEAT FORBIDDING REGISTRATION

Form 26
Land Titles Act, Section 130

Take notice that I (We), Marvin H. Holm and Sturgeon County, the caveator,
(INSERT NAME(S) OF CAVEATOR)

claim an interest as to an agreement providing access to a public roadway
(SPECIFY NATURE OF ESTATE OR INTEREST CLAIMED)

pursuant to an Access Easement Agreement signed July 13, 2010 as required for subdivision approval pursant to Section 7(e) of the Sturgeon County Subdivision/Development Regulation.
(SPECIFY GROUNDS ON WHICH THE CLAIM IS FOUNDED)

in the land(s) described as follows:

Lot 3, Block 3, Plan 032-1723, excepting thereout 12.25 ha. for Descriptive Plan 102-4535 (Grantor) and Lot 4, Block 3, Plan 102-4535.

standing in the register in the name(s) of Marvin H. Holm

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:

Marvin H. Holm, PO Box 663, Redwater, AB T0A 2W0
and
Sturgeon County, 9613-100 Street, Morinville, AB T8R 1L9

In witness whereof, I have hereunto subscribed my name this 20th day of July, 2010.
(DATE)

W. Wesolowsky
(SIGNATURE OF CAVEATOR OR HIS AGENT)

(SIGNATURE OF CAVEATOR OR HIS AGENT)

AFFIDAVIT IN SUPPORT OF CAVEAT

Form 27
Land Titles Act, Section 131

I, Wayne Wesolowsky,
(~~THE CAVEATOR~~ OR HIS AGENT)

make oath and say (or solemnly declare) as follows:

1. I am the ~~within named caveator~~ (or agent for the caveator).
2. I believe that ~~I have~~ (or the caveator has) a good and valid claim on the land (mortgage or encumbrance), 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 Edmonton

in the Province of Alberta

this 20th day of July, 2010
(DATE)

W. Wesolowsky
(SIGNATURE)

A COMMISSIONER, ETC. (OR AS THE CASE MAY BE)

Yulia Shamin Expiry: December 17, 2010

EASEMENT

THIS INDENTURE made this 13th day of July, A.D., 2010

BETWEEN:

Marvin H. Holm

OF THE FIRST PART

- and -

Marvin H. Holm
and STURGEON COUNTY
a body corporate, in the Province of Alberta,
(hereinafter collectively referred to as the "Grantees")

OF THE SECOND PART

WHEREAS the Grantor is the registered and beneficial owner of lands located in Sturgeon County which are legally described as:

Plan 032-1723
Block 3
Lot 3
Excepting Thereout 12.25 ha. for Descriptive Plan 102- 4535

EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 36.73 HECTARES (90.76 ACRES) MORE OR LESS

("Lot 1"); and

AND WHEREAS the Grantee Marvin H. Holm is the registered and beneficial owner of lands located in Sturgeon County which are legally described as:

Descriptive Plan 102- 4535
Block 3
Lot 4

EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 12.25 HECTARES (30.27 ACRES) MORE OR LESS

("Lot 2"); and

AND WHEREAS Lot 2 is dependent upon Lot 1 for the purpose of providing access to the public roadway over Lot 1; and

AND WHEREAS the subdivision authority of Sturgeon County had granted subdivision approval to the Grantors, subject to the condition that this Easement be granted and recorded on title to Lot 1; and

AND WHEREAS Alberta Transportation manages and controls the public roadways immediately adjacent to both Lot 1 and Lot 2; and

AND WHEREAS the Grantors are desirous of granting in favour of the Grantees the rights, licences, liberties, privileges and easement as hereinafter provided;

NOW THEREFORE in consideration of the sum of ONE ($1.00) DOLLAR, plus GST paid to the Grantors by the Grantees, the receipt of which sum is hereby acknowledged by the Grantors, and of the covenants and conditions herein contained, the Grantors and the Grantees hereby agree as follows:

1. The Grantors hereby grant to the Grantees a perpetual, free and uninterrupted right, licence, liberty, privilege and easement in common with all other persons entitled thereto and the right to use all that portion of Lot 1 more particularly described in Schedule "A" attached hereto, to be used for an access and an access roadway by the owners or occupiers of Lot 2 and their tenants, invitees, agents, employees, licensees and visitors, for the purpose of ingress and egress to Lot 2.

2. The Grantors acknowledge and agree that either the owners of Lot 1 or Lot 2, may construct an access roadway to the benefit of Lot 2 on those portions of Lot 1 more particularly described in Schedule "A", attached hereto. Any such roadway shall comply with all laws related to such use, development and construction, including the Land Use Bylaw of Sturgeon County.

3. The owners of Lot 1 and Lot 2 will be jointly responsible for the maintenance, repair, cleaning, resurfacing, removal of snow and ice, and repair, of any roadway so constructed.

4. The rights, licences, liberties, privileges and easements granted herein to the Grantees shall be for a period ending at such time as the Grantees may have terminated this Easement by way of written notice to the Grantors and upon discharge of this Easement at the Land Titles Office for the North Alberta Land Registration District.

5. The Grantees, by performing and observing the covenants and conditions herein contained, shall peaceably hold and enjoy all the rights, licences, privileges, liberties and covenants herein granted, without hindrance, molestation or interruption from the Grantors or any person claiming through, under or for the Grantors.

6. The Grantees shall have the right to do whatever may be requisite for the enjoyment of the rights granted to it herein, provided all use, construction and maintenance of the Right-of-Way shall be performed within the Right-of-Way.

7. The Grantors shall not, without the prior written consent of the Grantees, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected over, under or through the Right-of-Way any pit, foundation, building, fence, sidewalk or other structure, improvement or installation of any kind or form. For the purposes of this provision, Development Permit Approval and the Development Agreement, when executed, shall constitute prior written consent of Sturgeon County where applicable, in addition to any other prior written consent which may be granted by the Grantee from time to time.

8 The Grantors shall request, in writing, from Sturgeon County, the prior written consent required under or authorized to be given under this Easement. Such request shall be sent by registered mail addressed to Sturgeon County at 9613 – 100 Street, Morinville, Alberta, T8R 1L9.

9. The person securing for the Grantees the rights, licences, liberties, privileges and easements granted to the Grantee pursuant to this Easement , has no authority to make any agreement, covenant or promise on behalf of the Grantees not herein specifically stated.

10. In the event that any provision contained herein is found to be contrary to law, the same shall be severed therefrom and the balance of the provisions contained herein shall remain valid and enforceable in accordance with their terms.

11. The rights, licences, liberties, privileges and easements granted herein are and shall be of the same force and effect to all intents and purposes as covenants and conditions herein contained, shall extend to , be binding upon, and enure to the benefit of the executors, administrators, successors and assigns of the Grantors and the Grantees respectively; and that in reading and construing this Indenture, the word "Grantors" and all words pending thereon or relating thereto shall be read and construed as in the plural instead of the singular number if there be more than one named in such case and the covenants shall be deemed to bind them severally as well as jointly; and that the masculine gender shall include the feminine or a body corporate where the context or the parties hereto so require,

IN WITNESS WHEREOF, the parties hereto have set the hands of the proper officers under corporate seal the day and year first written above.

Tammy Fuglstock
WITNESS

Marvin H. Holm

Roxane Caouette
WITNESS

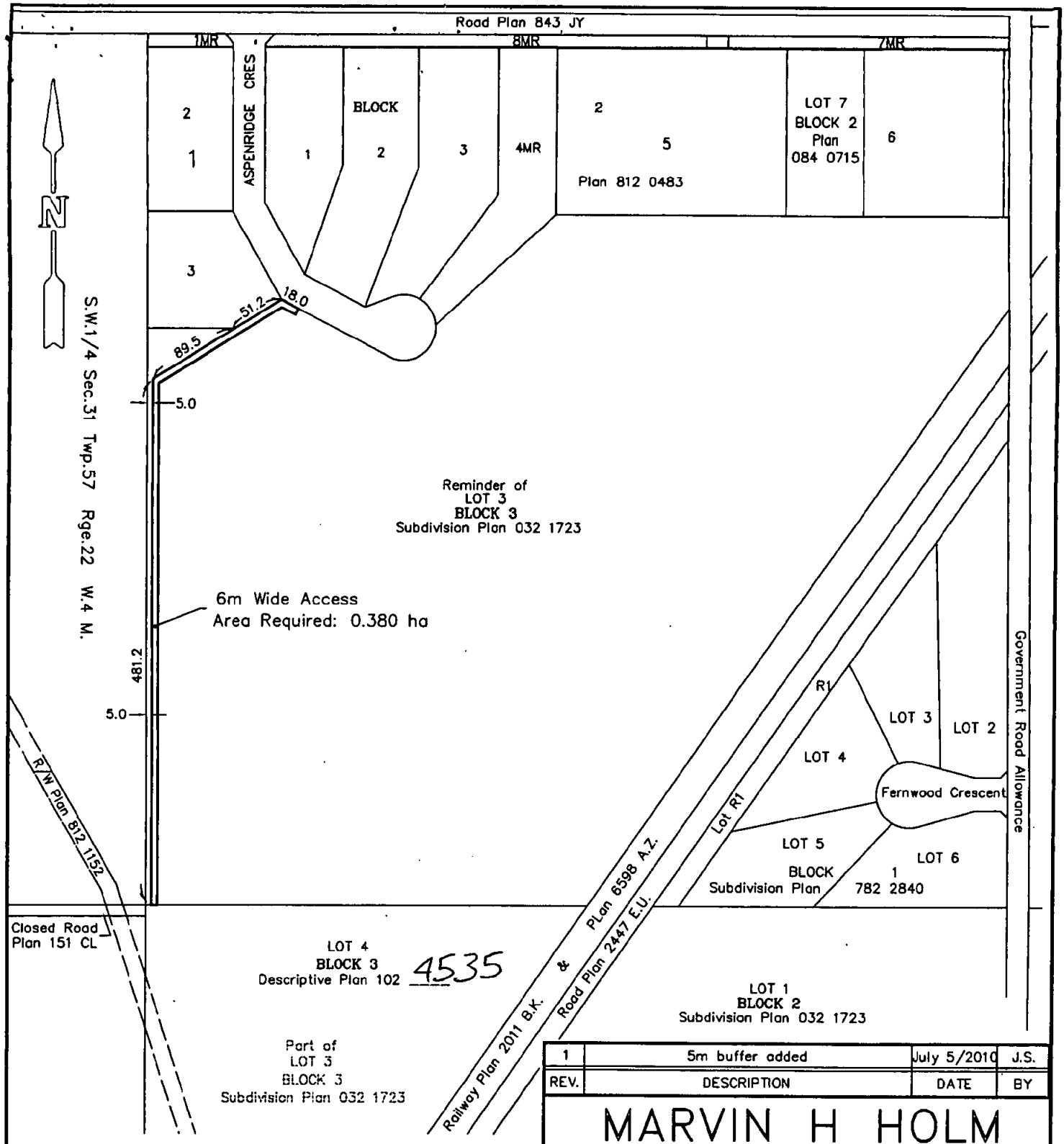
Per
STURGEON COUNTY (Grantee)

SCHEDULE "A"

Right-of-Way

ALL THAT PORTION OF PLAN 032-1723, BLOCK 3, LOT 3, excepting thereout Descriptive Plan 102-4535, OUTLINED IN BOLD AND LABELLED "AREA REQUIRED" AS SHOWN AND DESCRIBED ON THE SKETCH ATTACHED HERETO AND FORMING A PART OF THIS EASEMENT.

(the "Right-of-Way")



SCALE = 1 : 5000

100 50 0 50 100 200 300

METRES

LEGEND

Area Required is bounded thus. . . . . ——

Distances shown are in Metres and decimals of a Metre.

REV.	DESCRIPTION	DATE	BY
1	5m buffer added	July 5/2010	J.S.

MARVIN H HOLM

SKETCH PLAN SHOWING

Six (6) Metre Access

within

Lot 3, Block 3, Plan 032 1723

in the

S.E.1/4-Sec.31-Twp.57-Rge.22-W. 4Mer.

STURGEON COUNTY

HAMILTON & OLSEN SURVEYS LTD.
Phone 465-7111, EDMONTON
W.S.10263S01 J.S.

DATE: June 28, 2010

FILE: 10263S01.DWG

FORM 31

LAND TITLES ACT
(Section 155)

AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

I, Tammy Feigelstock of Redwater, in the Province of Alberta, make oath and say:

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

2. The instrument was signed at Redwater, in the Province of Alberta and I am the subscribing witness thereto;

3. I believe the person(s) whose signature(s) I witnessed is(are) at least eighteen (18) years of age.

Sworn before me at Morinville
in the Province of Alberta
this 13 day of July,
2010.

Tammy Feigelstock
(Signature)

Linda Walker
A Commissioner for Oaths in and for the
Province of Alberta

LINDA WALKER
My Commission Expires
January 23,
2013

Print Name _____

My commission expires _____, _____
Month Day Year



102266558 REGISTERED 2010 07 30
CAVE - CAVEAT
DOC 1 OF 3 DRR#: D04C7A1 ADR/SLOVELL
LINC/S: 0034403600 +

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

102266559

ORDER NUMBER: 59012374

ADVISORY

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(FORM B)

Sturgeon County File: 2010-S-008

MUNICIPAL GOVERNMENT ACT
(Section 669(2))

DEFERRED RESERVE CAVEAT

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

Take notice that STURGEON COUNTY has an estate or interest in the nature of Municipal Reserve under Section 669 of the Municipal Government Act, by virtue of the decision of Sturgeon County Subdivision Approving Authority

dated the 21st day of June, 2010 A.D.

in the amount of 1.23 hectares (3.03 acres) of the lands described as follows:

LEGAL DESCRIPTION:
DESCRIPTIVE PLAN 102 4535
BLOCK 3
LOT 4
CONTAINING 12.25 HECTARES (30.27 ACRES) MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS

being lands described in Certificate(s) of Title 102 266 481

standing in the register in the name(s) *MARVIN H HOLM*

and the caveator forbids the registration of any person as transferee or owner if, or 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 STURGEON COUNTY, 9613 - 100 STREET, MORINVILLE, ALBERTA, T8R 1L9, CANADA as the place at which the notices and proceedings relating hereto may be served

dated this 7th day of July, 2010 A.D.

_____ (seal)
PETER TARNAWSKY, GENERAL MANAGER, PUBLIC SERVICES
STURGEON COUNTY

CANADA	)	I, Peter Tarnawsky of the
	)	
PROVINCE OF ALBERTA	)	Town of Morinville in the Province of Alberta
	)	
TO WIT	)	MAKE OATH AND SAY:
	)	

1. That I am the agent for the above named caveator.

2. That I believe that I have 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 herewith.

SWORN before me at the	)	
	)	
Town of Morinville	)	
	)	
In the Province of Alberta	)	
	)	
this 7th day of July	)	
	)	
A.D. 2010		Peter Tarnawsky, General Manager, Public Services Sturgeon County

A Commissioner for Oaths in and for the Province of Alberta

ROXANE M. COURSAUX
A Commissioner for Oaths
In and For the Province of Alberta
My Commission Expires November 27, 20 12

(2)

102266559 REGISTERED 2010 07 30
CAVE - CAVEAT
DOC 2 OF 3 DRR#: D04C7A1 ADR/SLOVELL
LINC/S: 0034403600

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

112014968

ORDER NUMBER: 59002339

ADVISORY

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CAVEAT FORBIDDING REGISTRATION
Form 26, Section 130

To the Registrar of the North Alberta Land Registration District

Take notice that **BAYTEX ENERGY LTD.** of Calgary, in the Province of Alberta,

Claim an interest under and by virtue of an Amendment to Surface Lease dated January 8, 2011 comprising of less than 20 acres for a Wellsite made between **SCOTT JONES AND THERESA LAVERN JONES** of Gibbons, in the Province of Alberta, as Lessor, and the Caveator as Lessee, reproduction and all other rights and interest under and by virtue of the said agreement;

In the lands described as follows:

DESCRIPTIVE PLAN 1024535
BLOCK 3
LOT 4
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 12.25 HECTARES (30.27 ACRES) MORE OR LESS

As more particularly described in the Certificate of Title No. **102 301 521**, as recorded in the North Alberta Land Registration District;

Standing in the register in the name of **SCOTT JONES AND THERESA LAVERN JONES**.

And **BAYTEX ENERGY LTD.** forbids 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 **BAYTEX ENERGY LTD.**, PO Box 20010, Calgary, AB, T2P 1K4.

IN WITNESS WHEREOF I have hereunto subscribed my name this 13th day of January, 2011.

BAYTEX ENERGY LTD.

PER: _____
WARREN McILWAIN (Agent)

AFFIDAVIT IN SUPPORT OF CAVEAT
Form 27, Section 131

CANADA)
PROVINCE OF ALBERTA)
TO WIT)

I, **WARREN McILWAIN**, of Lloydminster, in the Province of Alberta, Landman

MAKE OATH AND SAY AS FOLLOWS:

1. I am the within-named Agent for the above-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 Lloydminster,)
in the Province of Alberta,)
this 13th day of January, 2011.)
)
)
)

HOLLY-SUE SKOREYKO
A COMMISSIONER FOR OATHS
in and for the Province of Alberta
My Commission expires: July 16, 2012

WARREN McILWAIN

NOTE: These Locations Are To Be HORIZONTALLY DRILLED.

REVISED 1

PLAN SHOWING LOCATION OF

PAD SITE AND ACCESS ROAD

WITHIN LOT 3 BLOCK 3 PLAN 032 1723

IN LSD. 15 SEC. 30 TWP. 57 RGE. 22 W. 4 M.

STURGEON COUNTY

* BAYTEX 16C2 HZ REDWATER 16-31-57-22
* BAYTEX 5C HZ REDWATER 5-31-57-22
* BAYTEX 16C HZ REDWATER 16-31-57-22
FROM BAYTEX PAD SITE 15P-30-57-22 W4M

* DENOTES NEW WELL CENTRE

ERCB LICENSING INFORMATION:

The proposed well centre is:	Yes	No
-at least 1.5 km from an urban centre	☒	☐
-outside any potential coal development area	☒	☐
-at least 5.0 km from a lighted aerodrome	☒	☐
-at least 1.6 km from an unlighted aerodrome	☒	☐
-at least 100 m from any surface improvement	☐	☒
-at least 100 m from a water body as defined in Directive 56	☒	☐
-at least 200 m from any water well	☒	☐
The proposed site is outside of Historically Significant Land (Sept. 1st, 2010 Edition)	☒	☐

- The nearest SURFACE DEVELOPMENT is a Residence in the S.E.1/4 Sec. 31-57-22 W. 4 M. located ±531m from Well Centre.
- The nearest URBAN CENTRE is the Town of REDWATER located ±7 km from Well Centre.

INFORMATION SOURCES USED:

	Yes	No
Land Titles legal plan search	☒	☐
Certificate of Title	☒	☐
Public Lands standing report	☐	☒
E.R.C.B. Permit map	☒	☐
Co-op map	☒	☐
Technical Services Disposition map	☐	☒
E.G.I.S. software	☒	☐

Information Searched on : 14 JULY 09

This plan represents the best information available at the time of survey. ALL-CAN ENGINEERING & SURVEYS takes no responsibility for the location of any underground conduits, pipes or other facilities whether shown on or omitted from this plan. All underground installations should be located by the respective authorities prior to construction.

Contact Alberta 1 Call at 1-800-242-3447 or www.alberta1call.com

AFFIDAVIT:

I, James Sloan, Alberta Land Surveyor, of Calgary, Alberta, certify that the survey represented by this plan is true and correct to the best of my knowledge, has been carried out in accordance with the Alberta Land Surveyors' Association Manual of Standard Practice, and the field survey was performed between the 23rd day of July, 2009 and the 11th day of December, 2010.

PRELIMINARY
For Approval Only

Alberta Land Surveyor
Signed: 28th day of December, 2010.

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER P 012
All-Can Engineering & Surveys (1976) Ltd

Witness (Andy Nicas)

PAD SITE ELEVATIONS:

SEE DETAIL Pg.9

DATUM: NRCan-PPP

AREAS:

	ha	Ac
Existing Pad Site	1.320	3.26
Existing Access Road	1.747	4.32
Addition	0.240	0.59
TOTAL	3.307	8.17

CONSENT:

I/We, consent to the location of the Well Site and/or Access Road as shown and have no objections to the E.R.C.B. issuing a drilling licence.

Dated this___ day of _____, 2010.

Witness — Landowner/Occupant

Landowner/Occupant

LEGEND:

Statutory Iron Survey Post Found shown thus ●
Iron Spike Placed at Well Centre shown thus ◇
Temporary Mark shown thus ⊠
Power Pole shown thus • PP
Iron Bar shown thus Placed ◊ Found ♦
Iron Spike shown thus Placed △ Found ▲
Wooden Hub shown thus Placed □ Found ■
Portions referred to shown thus ———
Distances are in metres and decimals thereof.
Bearings are UTM GRID.

REVISIONS:

Rev.	Description	PC	DWN	CHK	QC	DATE
0	Plan Issued	KW	APN	AM	WD	18/AUG/09
1	Pad Site Addition & As-built info	CM	APN	JS	GS	28/DEC/10

PROJECT INFORMATION:

Client: BAYTEX ENERGY LTD.

BAYTEX
ENERGY LTD.

ALL-CAN ENGINEERING & SURVEYS (1976) LTD.
Phone: (403) 244-2131 Fax: (403) 244-6455

Job No.: 09-0426A | Dwg. No.: 090426W011 | Scale: 1: 5000 | Page: 1 OF 9

	LOCAL CO-ORDINATES							
	SURFACE		ICP 3D-31		BOTTOM HOLE			
WELL NAME	S. of N. Bdy. Sec.30	W. of E. Bdy. Sec.30	N. of S. Bdy. Sec.31	E. of W. Bdy. Sec.31	N. of S. Bdy. Sec.31	E. of W. Bdy. Sec.31	GROUND ELEVATION	SURVEY DATE
*BAYTEX 5C HZ REDWATER 5-31-57-22	105.1	758.6	220.0	795.3	780.0	20.0	659.03	23 JULY 09
BAYTEX 4C HZ REDWATER 4-31-57-22	105.1	758.6	220.0	795.3	220.0	20.0	659.03	23 JULY 09
BAYTEX 5B HZ REDWATER 5-31-57-22	105.1	758.6	220.0	795.3	500.0	20.0	659.03	23 JULY 09
BAYTEX 6C HZ REDWATER 6-31-57-22	105.1	758.6	220.0	795.3	780.0	470.0	659.03	23 JULY 09
	LOCAL CO-ORDINATES							
	SURFACE		ICP 2D-31		BOTTOM HOLE			
WELL NAME	S. of N. Bdy. Sec.30	W. of E. Bdy. Sec.30	N. of S. Bdy. Sec.31	W. of E. Bdy. Sec.31	S. of N. Bdy. Sec.31	W. of E. Bdy. Sec.31	GROUND ELEVATION	SURVEY DATE
*BAYTEX 16C HZ REDWATER 16-31-57-22	105.1	748.6	220.0	540.0	20.0	220.0	658.93	23 JULY 09
BAYTEX 15C HZ REDWATER 15-31-57-22	105.1	748.6	220.0	540.0	20.0	780.0	658.93	23 JULY 09
BAYTEX 15D HZ REDWATER 15-31-57-22	105.1	748.6	220.0	540.0	20.0	590.0	658.93	23 JULY 09
BAYTEX 15D2 HZ REDWATER 15-31-57-22	105.1	748.6	220.0	540.0	20.0	405.0	658.93	23 JULY 09
	LOCAL CO-ORDINATES							
	SURFACE		ICP 2C-31		BOTTOM HOLE			
WELL NAME	S. of N. Bdy. Sec.30	W. of E. Bdy. Sec.30	N. of S. Bdy. Sec.31	W. of E. Bdy. Sec.31	S. of N. Bdy. Sec.31	E. of W. Bdy. Sec.31	GROUND ELEVATION	SURVEY DATE
*BAYTEX 14D2 HZ REDWATER 14-31-57-22	106.5	729.9	210.0	640.5	20.0	729.0	658.91	21 DEC 10
WELL NAME	S. of N. Bdy. Sec.30	W. of E. Bdy. Sec.30	N. of S. Bdy. Sec.31	W. of E. Bdy. Sec.31	S. of N. Bdy. Sec.31	W. of E. Bdy. Sec.31	GROUND ELEVATION	SURVEY DATE
BAYTEX 15C2 HZ REDWATER 15-31-57-22	106.5	729.9	210.0	640.5	20.0	685.0	658.91	21 DEC 10
BAYTEX 15D3 HZ REDWATER 15-31-57-22	106.5	729.9	210.0	640.5	20.0	497.5	658.91	21 DEC 10
BAYTEX 16C2 HZ REDWATER 16-31-57-22	106.5	729.9	210.0	640.5	20.0	312.5	658.91	21 DEC 10

* DENOTES NEW WELL CENTRE

	UTM CO-ORDINATES - NAD 27 ATS 2.6 (Zone 12 CM 111°W)					
	SURFACE		ICP 3D-31		BOTTOM HOLE	
WELL NAME	Northing	Easting	Northing	Easting	Northing	Easting
*BAYTEX 5C HZ REDWATER 5-31-57-22	5981497.7	351799.0	5981824.6	351746.9	5982409.0	350991.4
BAYTEX 4C HZ REDWATER 4-31-57-22	5981497.7	351799.0	5981824.6	351746.9	5981849.4	350972.1
BAYTEX 5B HZ REDWATER 5-31-57-22	5981497.7	351799.0	5981824.6	351746.9	5982129.2	350981.7
BAYTEX 6C HZ REDWATER 6-31-57-22	5981497.7	351799.0	5981824.6	351746.9	5982394.5	351441.1
	SURFACE		ICP 2D-31		BOTTOM HOLE	
*BAYTEX 16C HZ REDWATER 16-31-57-22	5981497.4	351808.9	5981815.6	352026.7	5983171.9	352382.2
BAYTEX 15C HZ REDWATER 15-31-57-22	5981497.4	351808.9	5981815.6	352026.7	5983191.0	351822.7
BAYTEX 15D HZ REDWATER 15-31-57-22	5981497.4	351808.9	5981815.6	352026.7	5983184.5	352012.5
BAYTEX 15D2 HZ REDWATER 15-31-57-22	5981497.4	351808.9	5981815.6	352026.7	5983178.2	352197.4
	SURFACE		ICP 2C-31		BOTTOM HOLE	
*BAYTEX 14D2 HZ REDWATER 14-31-57-22	5981495.1	351827.5	5981807.1	351929.3	5983192.4	351730.1
BAYTEX 15C2 HZ REDWATER 15-31-57-22	5981495.1	351827.5	5981807.1	351929.3	5983186.0	351920.0
BAYTEX 15D3 HZ REDWATER 15-31-57-22	5981495.1	351827.5	5981807.1	351929.3	5983179.8	352107.3
BAYTEX 16C2 HZ REDWATER 16-31-57-22	5981495.1	351827.5	5981807.1	351929.3	5983173.6	352292.2

* DENOTES NEW WELL CENTRE

	GEOGRAPHIC CO-ORDINATES- NAD 27 ATS 2.6					
	SURFACE		ICP 3D-31		BOTTOM HOLE	
WELL NAME	LATITUDE	LONGITUDE	LATITUDE	LONGITUDE	LATITUDE	LONGITUDE
*BAYTEX 5C HZ REDWATER 5-31-57-22	53°57'45.060"	113°15'32.301"	53°57'55.573"	113°15'35.729"	53°58'13.686"	113°16'18.179"
BAYTEX 4C HZ REDWATER 4-31-57-22	53°57'45.060"	113°15'32.301"	53°57'55.573"	113°15'35.729"	53°57'55.576"	113°16'18.254"
BAYTEX 5B HZ REDWATER 5-31-57-22	53°57'45.060"	113°15'32.301"	53°57'55.573"	113°15'35.729"	53°58'04.631"	113°16'18.216"
BAYTEX 6C HZ REDWATER 6-31-57-22	53°57'45.060"	113°15'32.301"	53°57'55.573"	113°15'35.729"	53°58'13.685"	113°15'53.495"
	SURFACE		ICP 2D-31		BOTTOM HOLE	
*BAYTEX 16C HZ REDWATER 16-31-57-22	53°57'45.060"	113°15'31.754"	53°57'55.571"	113°15'20.373"	53°58'39.789"	113°15'03.239"
BAYTEX 15C HZ REDWATER 15-31-57-22	53°57'45.060"	113°15'31.754"	53°57'55.571"	113°15'20.373"	53°58'39.829"	113°15'33.962"
BAYTEX 15D HZ REDWATER 15-31-57-22	53°57'45.060"	113°15'31.754"	53°57'55.571"	113°15'20.373"	53°58'39.816"	113°15'23.538"
BAYTEX 15D2 HZ REDWATER 15-31-57-22	53°57'45.060"	113°15'31.754"	53°57'55.571"	113°15'20.373"	53°58'39.802"	113°15'13.389"
	SURFACE		ICP 2C-31		BOTTOM HOLE	
*BAYTEX 14D2 HZ REDWATER 14-31-57-22	53°57'45.005"	113°15'30.733"	53°57'55.196"	113°15'25.693"	53°58'39.778"	113°15'39.042"
BAYTEX 15C2 HZ REDWATER 15-31-57-22	53°57'45.005"	113°15'30.733"	53°57'55.196"	113°15'25.693"	53°58'39.767"	113°15'28.618"
BAYTEX 15D3 HZ REDWATER 15-31-57-22	53°57'45.005"	113°15'30.733"	53°57'55.196"	113°15'25.693"	53°58'39.760"	113°15'18.331"
BAYTEX 16C2 HZ REDWATER 16-31-57-22	53°57'45.005"	113°15'30.733"	53°57'55.196"	113°15'25.693"	53°58'39.750"	113°15'08.181"

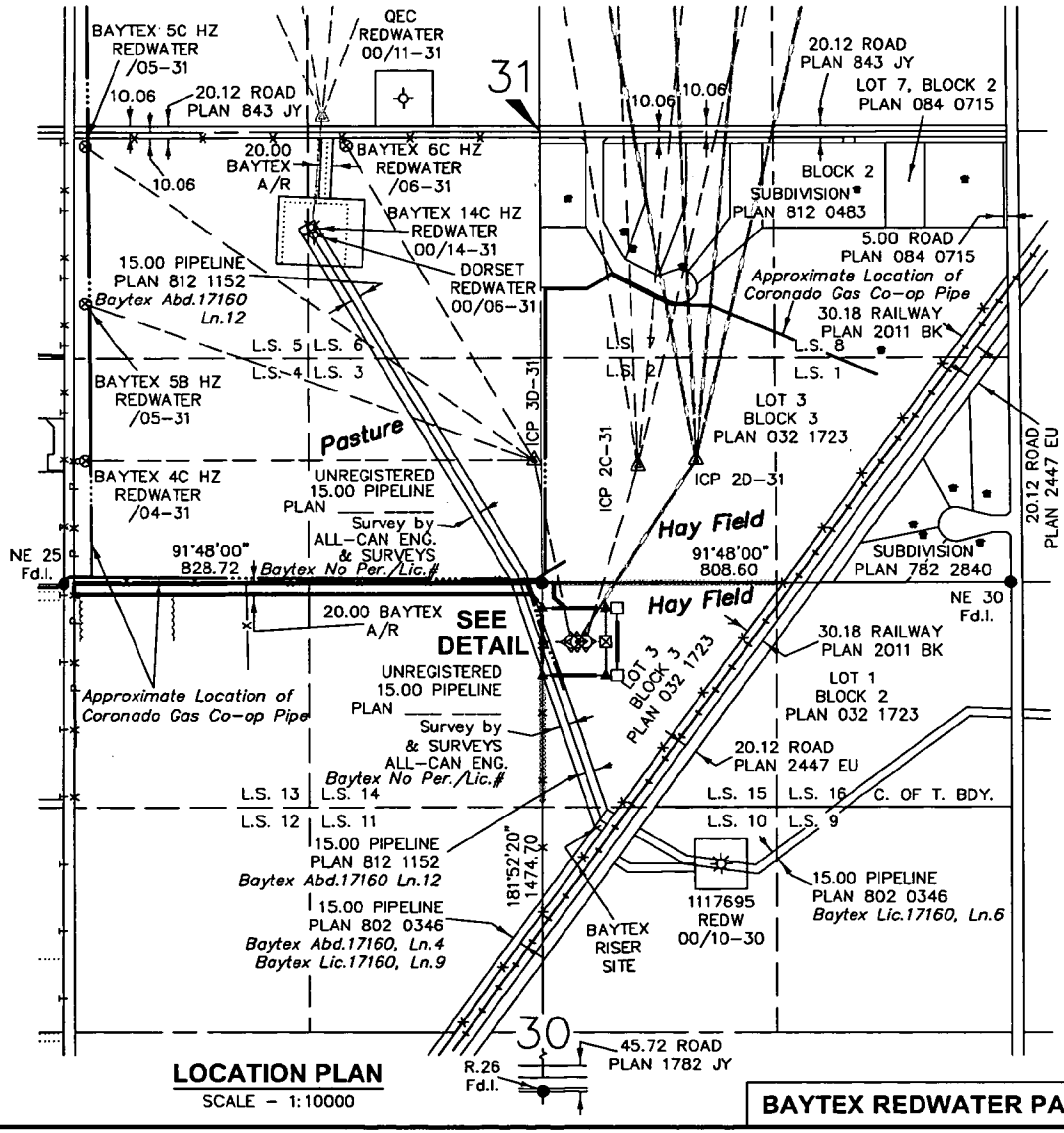
* DENOTES NEW WELL CENTRE

	UTM CO-ORDINATES- NAD 83 ATS 4.1 (Zone 12 CM = 111°W)					
	SURFACE		ICP 3D-31		BOTTOM HOLE	
WELL NAME	Northing	Easting	Northing	Easting	Northing	Easting
*BAYTEX 5C HZ REDWATER 5-31-57-22	5981725.1	351743.8	5982052.0	351691.6	5982636.2	350936.0
BAYTEX 4C HZ REDWATER 4-31-57-22	5981725.1	351743.8	5982052.0	351691.6	5982076.6	350916.9
BAYTEX 5B HZ REDWATER 5-31-57-22	5981725.1	351743.8	5982052.0	351691.6	5982356.4	350926.4
BAYTEX 6C HZ REDWATER 6-31-57-22	5981725.1	351743.8	5982052.0	351691.6	5982621.9	351385.7
	SURFACE		ICP 2D-31		BOTTOM HOLE	
*BAYTEX 16C HZ REDWATER 16-31-57-22	5981724.8	351753.8	5982043.0	351971.4	5983399.5	352326.7
BAYTEX 15C HZ REDWATER 15-31-57-22	5981724.8	351753.8	5982043.0	351971.4	5983418.4	351767.1
BAYTEX 15D HZ REDWATER 15-31-57-22	5981724.8	351753.8	5982043.0	351971.4	5983412.0	351957.0
BAYTEX 15D2 HZ REDWATER 15-31-57-22	5981724.8	351753.8	5982043.0	351971.4	5983405.7	352141.8
	SURFACE		ICP 2C-31		BOTTOM HOLE	
*BAYTEX 14D2 HZ REDWATER 14-31-57-22	5981722.0	351767.1	5982034.0	351869.0	5983419.3	351669.8
BAYTEX 15C2 HZ REDWATER 15-31-57-22	5981722.0	351767.1	5982034.0	351869.0	5983412.9	351859.7
BAYTEX 15D3 HZ REDWATER 15-31-57-22	5981722.0	351767.1	5982034.0	351869.0	5983406.7	352047.0
BAYTEX 16C2 HZ REDWATER 16-31-57-22	5981722.0	351767.1	5982034.0	351869.0	5983400.5	352231.9

* DENOTES NEW WELL CENTRE

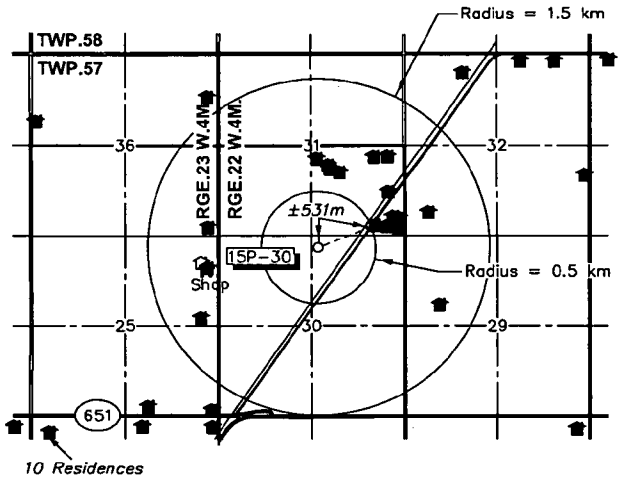
	GEOGRAPHIC CO-ORDINATES - NAD 83 ATS 4.1 Decimal Degrees					
	SURFACE		ICP 3D-31		BOTTOM HOLE	
WELL NAME	LATITUDE	LONGITUDE	LATITUDE	LONGITUDE	LATITUDE	LONGITUDE
*BAYTEX 5C HZ REDWATER 5-31-57-22	53.962598°	113.259897°	53.965518°	113.260851°	53.970548°	113.272645°
BAYTEX 4C HZ REDWATER 4-31-57-22	53.962598°	113.259897°	53.965518°	113.260851°	53.965517°	113.272664°
BAYTEX 5B HZ REDWATER 5-31-57-22	53.962598°	113.259897°	53.965518°	113.260851°	53.968033°	113.272654°
BAYTEX 6C HZ REDWATER 6-31-57-22	53.962598°	113.259897°	53.965518°	113.260851°	53.970549°	113.265788°
	SURFACE		ICP 2D-31		BOTTOM HOLE	
*BAYTEX 16C HZ REDWATER 16-31-57-22	53.962598°	113.259745°	53.965518°	113.256585°	53.977802°	113.251831°
BAYTEX 15C HZ REDWATER 15-31-57-22	53.962598°	113.259745°	53.965518°	113.256585°	53.977812°	113.260366°
BAYTEX 15D HZ REDWATER 15-31-57-22	53.962598°	113.259745°	53.965518°	113.256585°	53.977809°	113.257470°
BAYTEX 15D2 HZ REDWATER 15-31-57-22	53.962598°	113.259745°	53.965518°	113.256585°	53.977805°	113.254651°
	SURFACE		ICP 2C-31		BOTTOM HOLE	
*BAYTEX 14D2 HZ REDWATER 14-31-57-22	53.962577°	113.259541°	53.965408°	113.258141°	53.977792°	113.261849°
BAYTEX 15C2 HZ REDWATER 15-31-57-22	53.962577°	113.259541°	53.965408°	113.258141°	53.977789°	113.258953°
BAYTEX 15D3 HZ REDWATER 15-31-57-22	53.962577°	113.259541°	53.965408°	113.258141°	53.977787°	113.256096°
BAYTEX 16C2 HZ REDWATER 16-31-57-22	53.962577°	113.259541°	53.965408°	113.258141°	53.977784°	113.253276°

* DENOTES NEW WELL CENTRE



LOCATION PLAN

SCALE – 1:10000



SURFACE DEVELOPMENT PLAN

SCALE – 1:50,000

OCCUPIED RESIDENCE SHOWN THUS.....

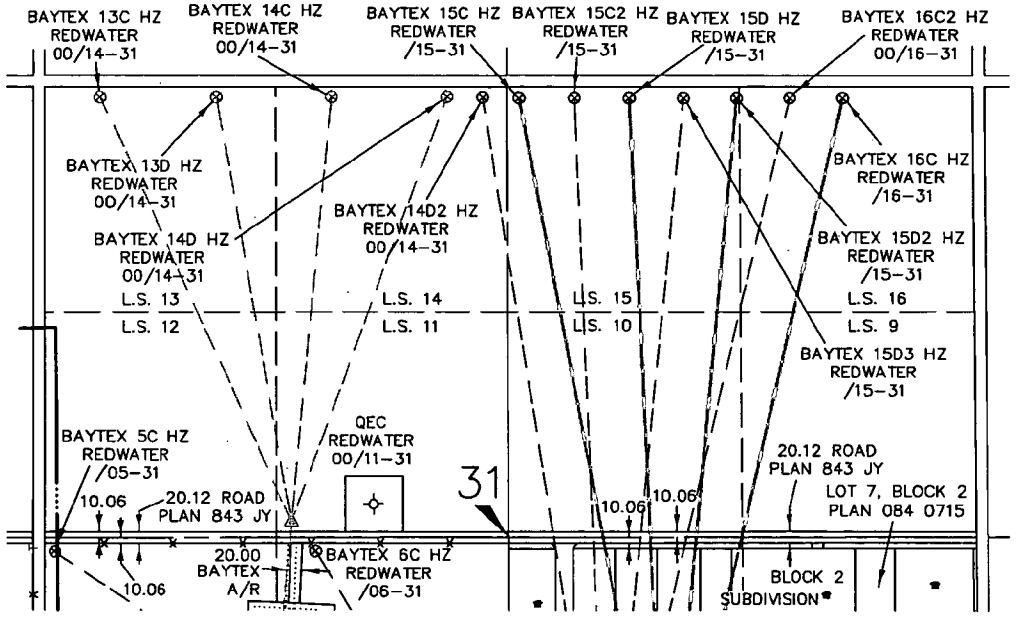
VACANT RESIDENCE SHOWN THUS.....

OTHER SURFACE DEVELOPMENT SHOWN THUS.....

NOTE: SURFACE DEVELOPMENTS HAVE BEEN CONFIRMED ON THE DATE OF SURVEY, WITHIN THE SHOWN RADII ONLY.

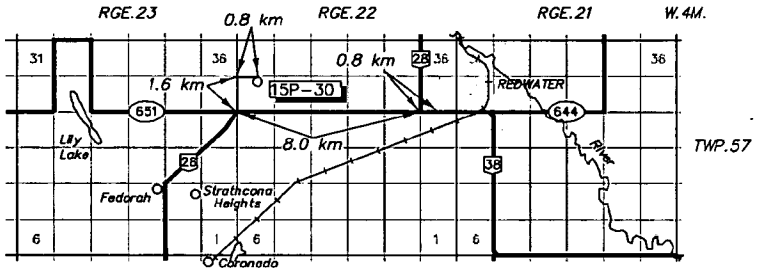
BAYTEX REDWATER PAD SITE 15P-30-57-22 (W.4M.)

All-Can Engineering & Surveys (1976) Ltd.			Page: 4 OF 9
Job No.: 09-0426A	Rev.: 1	Dwg. No.: 090426W011	



LOCATION PLAN

SCALE – 1:10000



ROUTE MAP

SCALE – 1:250000



BAYTEX REDWATER PAD SITE 15P-30-57-22 (W.4M.)

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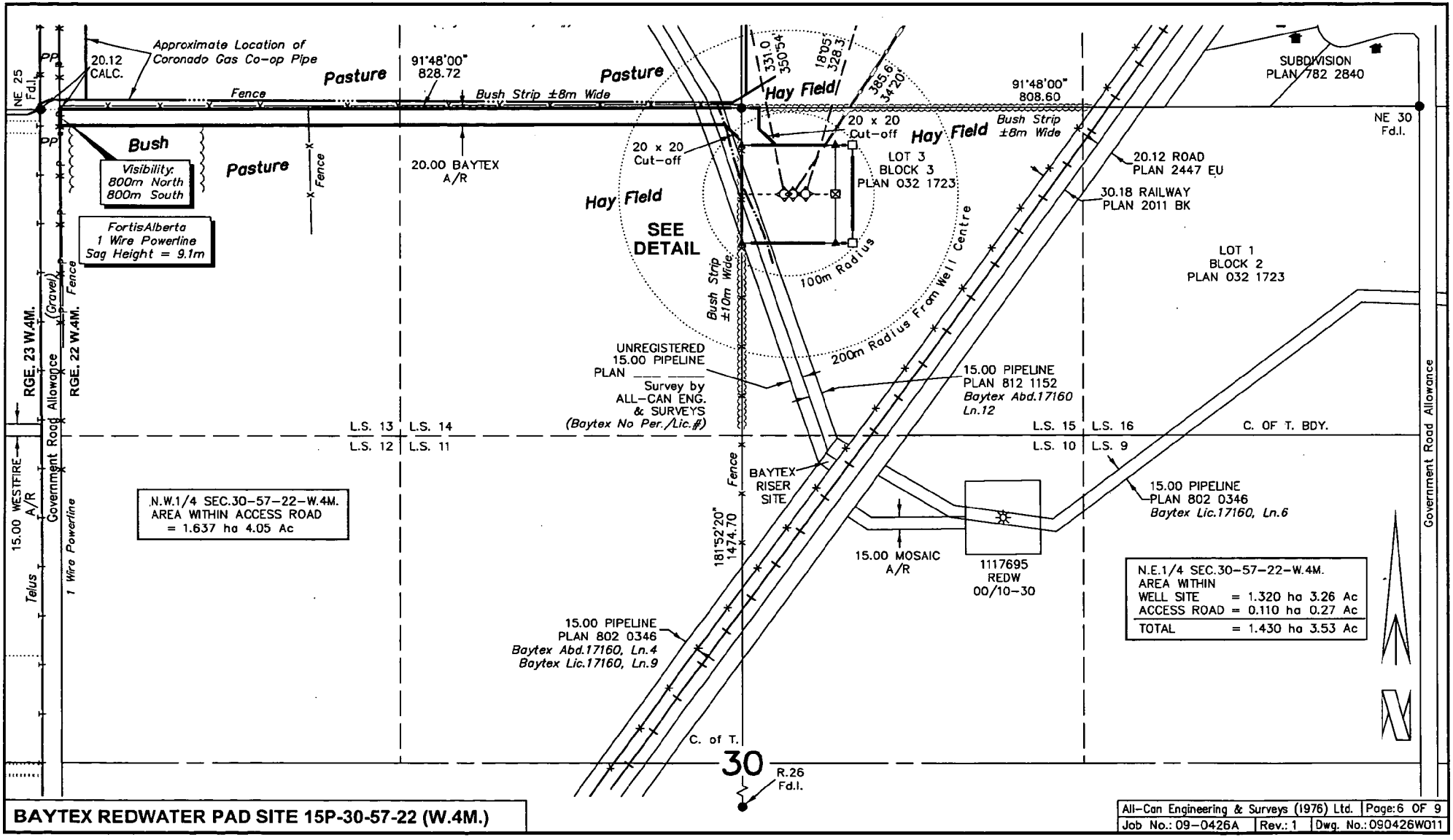
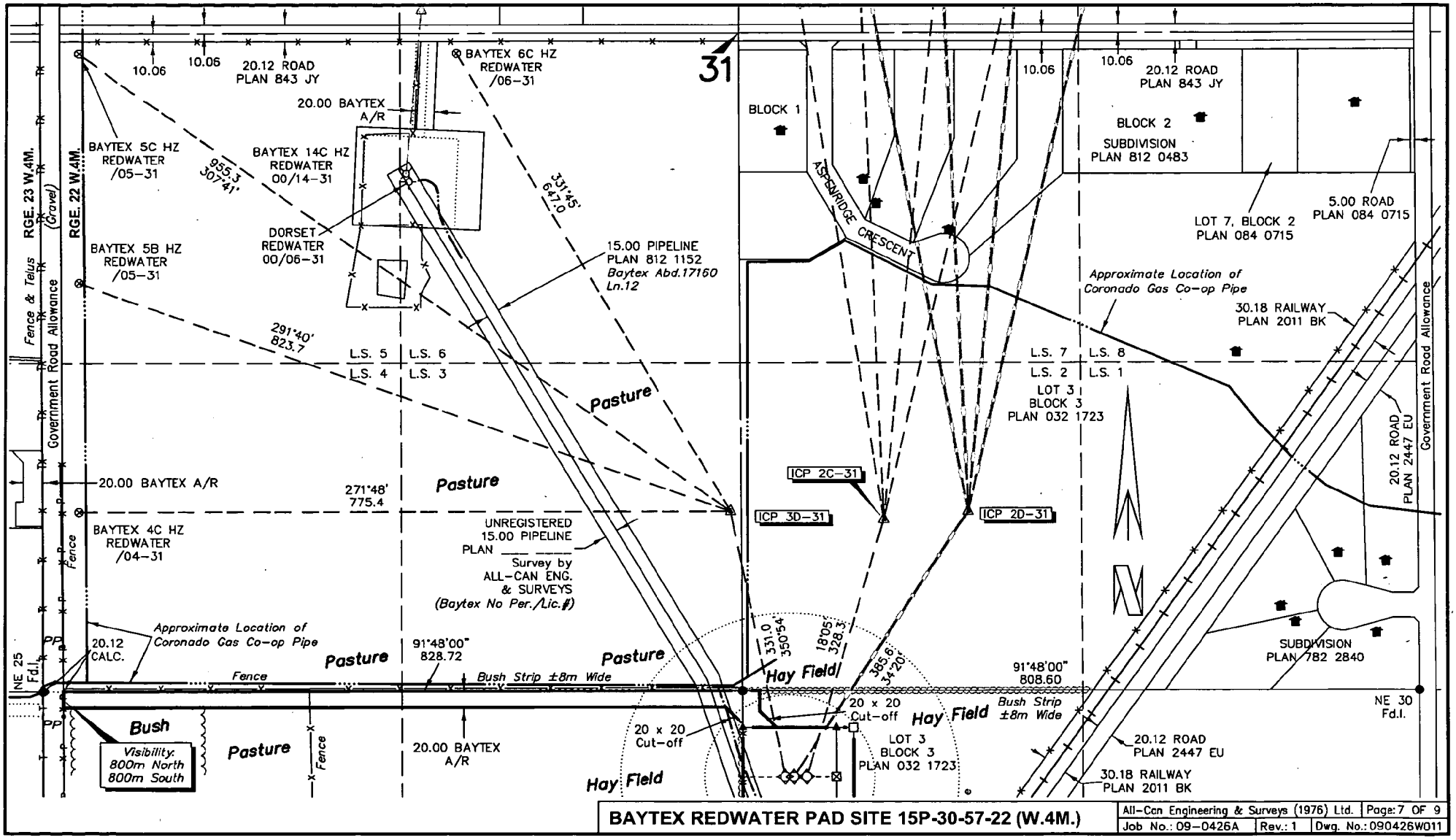
Job No.: 09-0426A | Rev.: 1 | Dwg. No.: 090426W011



BAYTEX REDWATER PAD SITE 15P-30-57-22 (W.4M.)

All-Can Engineering & Surveys (1976) Ltd.	Page:6 OF 9	
Job No.: 09-0426A	Rev.: 1	Dwg. No.: 090426W011



BAYTEX REDWATER PAD SITE 15P-30-57-22 (W.4M.)

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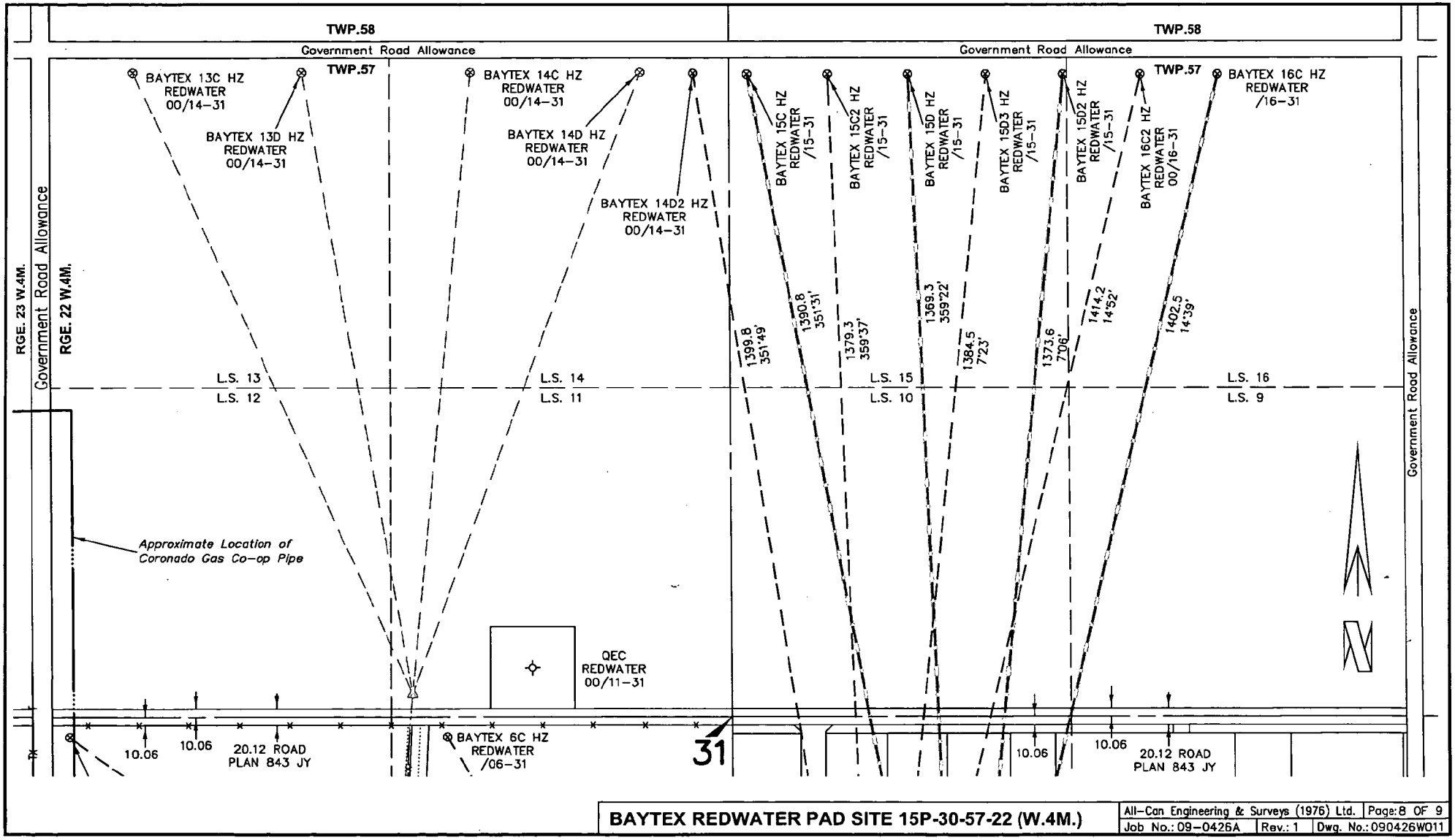
Job No.: 09-0426A	Rev.: 1	Dwg. No.: 090426W011	



BAYTEX REDWATER PAD SITE 15P-30-57-22 (W.4M.)

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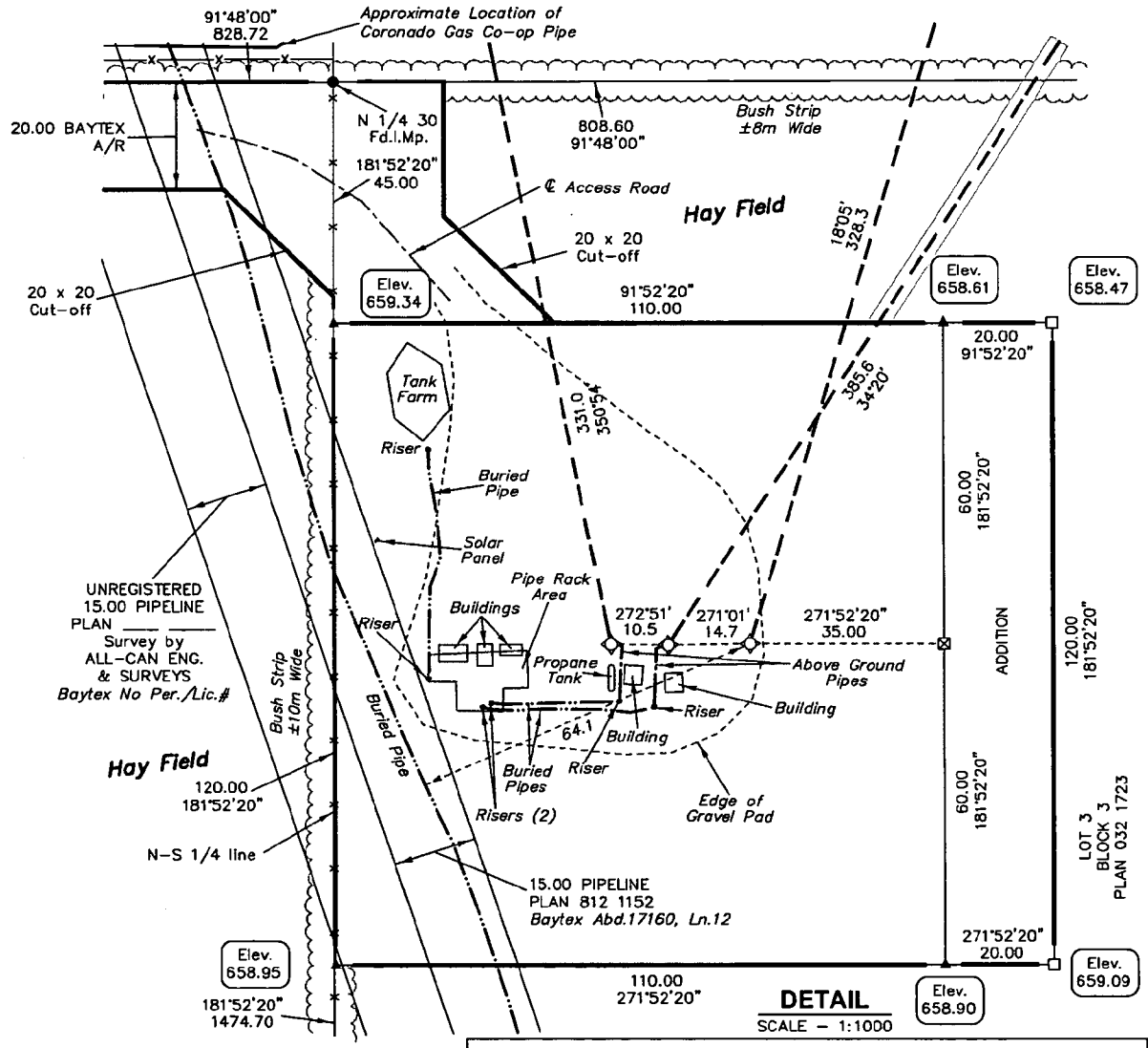
Job No.: 09-0426A | Rev.: 1 | Dwg. No.: 090426W011



BAYTEX REDWATER PAD SITE 15P-30-57-22 (W.4M.)

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Job No.: 09-0426A	Rev.: 1	Dwg. No.: 090426W011	

DATED this 13th day of January, 2011

RE:

BAYTEX ENERGY LTD.

PLAN 1024535; BLOCK 3; LOT 4 (NE 30-57-22 W4M)

CAVEAT FORBIDDING REGISTRATION

Renton Land Services (1983) Ltd.
Box 392
601, 5912 – 50 Avenue
Lloydminster, AB S9V 0Y4

Phone: 780-875-6112

Our File No: 12112

112014968

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CAVE - CAVEAT
DOC 1 OF 1 DRR#: E003BF5 ADR/DKINSELL
LINC/S: 0034403600