

## TITLE SEARCH PRINT

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

<b>Land Title District</b> Land Title Office	PRINCE GEORGE PRINCE GEORGE
<b>Title Number</b> From Title Number	WX2095982 PD22048
<b>Application Received</b>	2018-10-19
<b>Application Entered</b>	2018-11-01
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	VICTOR RANDY JANZEN, FARMER GERTRUDE CAROLINE JANZEN, REGISTERED NURSE 27218 - 2 TOWNSHIP ROAD 40-0 BOX 322 BLACKFALDS, AB T0M 0J0 AS JOINT TENANTS
<b>Taxation Authority</b>	Peace River Assessment District
<b>Description of Land</b> Parcel Identifier: Legal Description:	015-967-875 THE NORTH EAST 1/4 OF SECTION 6 TOWNSHIP 80 RANGE 14 WEST OF THE SIXTH MERIDIAN PEACE RIVER DISTRICT
<b>Legal Notations</b>	THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. 21608
<b>Charges, Liens and Interests</b> Nature: Registration Number: Registration Date and Time: Registered Owner:	MORTGAGE O52960 1979-11-20 11:40 BANK OF MONTREAL

## TITLE SEARCH PRINT

Nature: STATUTORY RIGHT OF WAY  
Registration Number: BW279305  
Registration Date and Time: 2004-06-24 10:02  
Registered Owner: ARC RESOURCES LTD.  
INCORPORATION NO. A0118087  
Transfer Number: CA9494704  
Remarks: PLAN BCP10908

Nature: STATUTORY RIGHT OF WAY  
Registration Number: BB832993  
Registration Date and Time: 2008-02-20 09:09  
Registered Owner: ARC RESOURCES LTD.  
INCORPORATION NO. A0118087  
Transfer Number: CA9487599  
Remarks: CANCELLED AS TO ALL EXCEPT PART IN PLAN EPP40465  
BY CA4328610

**Duplicate Indefeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

## LAND TITLE ACT

## FORM C

(Section 233)

Province of

British Columbia

24 JUN 2004 10 02

BW279305

## GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 1 Pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicants solicitor or agent)

L-4401-03 TR.1

PENN WEST PETROLEUM LTD.

PO Box 1450, Station "M"

Calgary, Alberta

T2P 2L6 (403) 777-2500

*A. Waller*

Signature of Applicant

applicant's solicitor or agent

AGENT CLIENT #10926

SUBMITTED BY:

TRI LIN REGISTRY SERVICES

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:\*

PID

(LEGAL DESCRIPTION)

015-967-875

THE NORTH EAST ¼ OF SECTION 6 TOWNSHIP 80 RANGE 14 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT

SURVEY DEPT.

NATURE OF INTEREST:\*

DESCRIPTION

DOCUMENT REFERENCE

(page and paragraph)

PERSON ENTITLED TO INTEREST

STATUTORY RIGHT OF WAY

Entire Instrument

Transferee

PART ON PLAN BCP10908

4. TERMS: Part 2 of this Instrument consists of (select one only)

(a) Filed Standard Charge Terms

(b) Express Charge Terms

(c) Release

☒

D.F.No.

Annexed as Part 2

There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

11 04/06/24 10:02:29 06 LH 549935  
CHARGE \$60.00

5. TRANSFEROR(S):\*

VICTOR RANDY JANZEN AND GERTRUDE CAROLINE JANZEN

6. TRANSFeree(S): (Including postal address(es) and postal code(s)\*)

PENN WEST PETROLEUM LTD.

PO Box 1450, Station "M"

Calgary, Alberta T2P 2L6

Incorporation No. A-0043177

7. ADDITIONAL OR MODIFIED TERMS: N/A

8. EXECUTION(S):\*\*This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

## Execution Date

Officers Signature(s)

Year/Month/Day

04/06/24

Party(ies) Signature(s)

"SEE ATTACHED AFFIDAVIT"

)

*Victor Janzen*  
VICTOR RANDY JANZEN*Gertrude Janzen*  
GERTRUDE CAROLINE JANZEN

## OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

\* If space insufficient, enter "SEE SCHEDULE" attach schedule in Form E.

\*\* If space insufficient, continue executions on additional page(s) in Form D.

1/2

**TERMS OF INSTRUMENT - PART TWO**  
**GRANT OF STATUTORY RIGHT-OF-WAY**

L-4401-03 Tr.#1

I/WE **VICTOR RANDY JANZEN AND GERTRUDE CAROLINE JANZEN** (hereinafter called "the Grantor"), being registered owner(s) or entitled to become registered as owner(s) of an estate in fee simple, subject, however to the encumbrances, liens and interests as are notified by memorandum underwritten, in all that certain tract of land situate in the Province of British Columbia, more particularly described as follows:

PEACE RIVER ASSESSMENT AUTHORITY

PARCEL IDENTIFIER:

**015-967-875**

**THE NORTH EAST ¼ OF SECTION 6 TOWNSHIP 80 RANGE 14 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT**

(hereinafter called "the said lands"), in consideration of the sum of **---Six Hundred and Seventy Four Dollars and Fifty Cents---** (**---\$674.50---**) paid to the Grantor, the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by **PENN WEST PETROLEUM LTD.**, a body corporate, having its Head Office at the City of Calgary, in the Province of Alberta, (hereinafter called "the Grantee"), do hereby grant, convey and transfer unto the Grantee a Grant of Statutory Right-of-Way for the right, license, liberty and privilege to use that portion of the said lands, as shown on a plan of said right-of-way ~~FOR~~ BCP10908 for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of pipelines, together with all stations, structures, drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation and handling of petroleum, natural and artificial gas, water and any and all products or by-products thereof, through or by means of the same, together with the right of ingress, egress and regress over the said right-of-way, for its servants, agents, contractors, with vehicles, supplies and equipment for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights and privileges herein granted.

Notwithstanding anything herein before contained, if the demised premises covered by this Grant of Statutory Right-of-Way are not entered upon, except for survey purposes, within 1 year of the date of this Grant of Statutory Right-of-Way, The Grantee shall pay to the Grantor the sum of **-----One Hundred Dollars-----** (**---\$100.00---**) for the right to survey and all other inconveniences and the said Grant of Statutory Right-of-Way shall terminate. However, should the Grantee make payment of the full consideration in the amount of **---Six Hundred and Seventy Four Dollars and Fifty Cents---** (**---\$674.50---**) as previously set out, within the 1 year period, the Grantee shall have full right on the demised premises pursuant to the terms of the said Grant of Statutory Right-of-Way.

AND IT IS MUTUALLY COVENANTED AND AGREED by and between the Grantor and the Grantee as follows:

FIRST: The Grantee shall, insofar as may be practicable, locate any above ground installation in such fashion as to provide a minimum inconvenience to the Grantor. The Grantee agrees to enter into negotiations with the Grantor for a separate agreement covering compensation for such above ground installation as required, and failing to reach agreement, will proceed in accordance with the Petroleum and Natural Gas Act.

SECOND: The Grantor shall not, without the prior written consent of the Grantee, which is not to be unreasonably withheld or delayed, excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the said right-of-way any pit, well, foundation, pavement or other structure or installation, but otherwise the Grantor shall have the right fully to use and enjoy the said right-of-way except as the same may be necessary for the purposes herein granted to the Grantee.

THIRD: The Grantee will compensate the Grantor for damage done to any buildings, crops, fences, timber and any other property on the said lands by reason of the exercise of the rights hereinbefore granted. The Grantee will be responsible for any damage, loss, cost or expense suffered or occasioned to the Grantor or to persons or property to whom the Grantor shall be responsible in law. And the Grantee shall not suffer or permit a claim of builders lien.

FOURTH: The Grantor agrees to promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands.

FIFTH: Should the Grantor be a non-resident of Canada, the Grantor acknowledges and agrees that the Grantee may deduct income, withholding or other taxes from any payment to the Grantor in compliance or intended compliance with the provisions of the Income Tax Act, tax agreements or treaties or other statutes of Canada or its Provinces as are from time to time enacted and amended, whereupon the timely remittance by the Grantee of the balance of the payment to the Grantor shall be deemed to constitute full performance by the Grantee in respect of such payment.

SIXTH: The Grantee will, insofar as may be practicable, bury and maintain all pipelines so as not to interfere unreasonably with the ordinary cultivation of the said lands.

SEVENTH: Notwithstanding any rule of law or equity, the pipe (which term shall include all pipelines, drips, valves, fittings, connections, meters, and all other equipment and appurtenances brought onto, laid or erected upon or buried in or under said right-of-way by the Grantee) shall at all times remain the property of the Grantee notwithstanding that the same may be annexed to or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee, its successors and assigns.

EIGHTH: In the event the Grantee abandons the pipeline or pipelines, the Grantee may, if it so elects, leave any of the pipe or equipment buried by it in place. The Grantee also agrees that abandonment of the pipeline or pipelines will be in accordance with the laws of the Province of British Columbia.

NINTH: The Grantee, performing and observing the covenants and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for the Grantor.

TENTH: All notices to be given hereunder may be given by registered letter addressed to the Grantee at **Penn West Petroleum Ltd., PO Box 1450, Station "M", Calgary, Alberta T2P 2L6**, and to the Grantor at **Victor Randy Janzen and Gertrude Caroline Janzen, P.O. Box 56, Rolla, BC V0C 2G0** 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 seven (7) days after the mailing thereof, postage prepaid and registered.

ELEVENTH: This Grant of Statutory Right-of-Way is and shall be of the same force and effect to all intents and purposes as a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and ensure to the benefit of the executors, administrators, successors and assigns of the Grantor and the Grantee respectively; and wherever the singular or masculine is used the same shall be construed as meaning plural or feminine, or a body corporate, where the context or the parties so require.

TWELVETH: Working Space Area. The Grantor does hereby grant to the Grantee a temporary working space area as indicated on the attached pipeline Individual Ownership Plan as shown outlined in green for the sum of --- mil  
--- (\$--- - 0 - ---) required for temporary use during construction, installation and clean up of the Pipeline Right-of-Way on Grantor's land.

IN WITNESS WHEREOF the parties hereto have executed this Grant of Statutory Right-of-Way, this 03 day of January, A.D. ~~2003~~. 2004

SIGNED AND DELIVERED  
in the presence of:

[Signature]  
Witness as to signature(s)

)  
)  
)  
)  
)

[Signature]  
VICTOR RANDY JANZEN

[Signature]  
GERTRUDE CAROLINE JANZEN

PENN WEST PETROLEUM LTD.

[Signature]  
RANDOLPH C. WOODS [Initials]

---

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

**SCHEDULE A**

Attached to and made a part of the Statutory Right Of Way dated this 03 day of January 04 between Victor Randy Janzen and Gertrude Caroline Janzen as Owners and Penn West Petroleum Ltd. as the Company.

**Additional Terms and Conditions:**

In the event that the Mod: Arb. Board were establish a new rate per acre for PL Row consideration, Penn West will make an adjustment payment to the landowners to match the new rate.

All traffic towards the PL Row (via the access road) will go through the L.O. yard - not through the feedlot area.

Company must consult with landowners prior to construction.

P. J.

JJ  
V.J.



L-4401-03 Tract 1

CANADA  
PROVINCE OF  
BRITISH COLUMBIA

IN THE MATTER OF:  
PID NO. 015-967-875

## AFFIDAVIT OF EXECUTION

I, Raymond Fromme of the City of Fort St. John, in the Province of British Columbia, do solemnly declare:

1. THAT I am 16 years of age or older and am acquainted with the person named in the instrument as the Transferor(s), namely **Victor Randy Janzen and Gertrude Caroline Janzen**.
2. I am acquainted with the signature(s) of the Transferor(s) and believe that the signature subscribed to the instrument are the signatures of the Transferor(s).
3. The signature of the Transferor(s) were not certified by an officer under Part 5 of the Land Title Act, R.S.B.C., 1996, c. 250 because:
  - (a) the instrument contains a charge in favour of a natural gas pipeline company providing a public benefit pursuant to the Natural Energy Board Act;
  - (b) The instrument was executed by the Transferor(s) in a remote location, after regular business hours and far removed from access to an officer;
  - (c) It was also unreasonable and inconvenient to require the Transferor(s) to attend before such officer because;

timing & distance to town

SWORN before me at the )  
City of Dawson Creek in the )  
Province of British Columbia )  
05 day of January, 2004 )

RAYMOND FROMME

W. Schuller  
Notary Public in and for the  
Province of British Columbia

WENDY SCHULLER  
Notary Public in and for  
the Province of British Columbia  
(Permanent Commission)

END OF DOCUMENT

1101-103rd Avenue, Dawson Creek, B.C. V1G 2G8

**LAND TITLE ACT  
FORM C**

(Section 219.81)

20 FEB 2008 09 09

BB0832993

Province of  
British Columbia**GENERAL INSTRUMENT - PART 1**

(This area for Land Title Office use)

Page 1 of Ten pages

ARC File: E09586

Prospect File: P39-142-00-09

P39-157-07

APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Client ID # Prospect Land Services (BC) Ltd.

12232

202, 10343 - 100th Avenue

Fort St. John, BC V1S 1Y8 (250) 797-2163

Karen Demers

Karen Demers

**2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:\***

(PID)

(LEGAL DESCRIPTION)

AK 08/03/19 09:00:21 01 LM

830301

DEFECT / WITHDR

\$0.00

**015-967-875 The NE ¼ of Sec 6, Tp 80, Rge 14, W6M, Peace River District****3. NATURE OF INTEREST:\***

DESCRIPTION

DOCUMENT REFERENCE  
(PAGE AND PARAGRAPH)

PERSON ENTITLED TO INTEREST

Statutory Right-of-Way

Entire Instrument

Transferee

**4. TERMS:** Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms  
(b) Express Charge Terms  
(c) Release

☐

D.F. No.

☒

Annexed as Part 2

☐

There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument, if (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in item 2.

**5. TRANSFEROR(S) (Grantor(s)):**\***VICTOR RANDY JANZEN and GERTRUDE CAROLINE JANZEN**  
P.O. Box 56, Rolla, BC V0C 2G0BW 08/02/20 09:11:25 05 LM  
CHARGE825616  
\$65.65**6. TRANSFEREE(S) (Grantee(s)):** (including occupation(s), postal address(es) and postal code(s))\***ARC PETROLEUM INC.** (Incorporation. No. A-43540)  
2100, 440-2<sup>nd</sup> Avenue, SW, Calgary, Alberta T2P 5E9**7. ADDITIONAL OR MODIFIED TERMS:**\*

**8. EXECUTION(S):**\*\* This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interests(s) described in item 3 and the Transferor(s) (Grantor(s)) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

EXECUTION DATE

Party(ies) Signature(s)

SEE AFFIDAVIT  
OF EXECUTION

Y	M	D
07	02	07
07	02	07

VICTOR RANDY JANZEN

GERTRUDE CAROLINE JANZEN

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C., 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the **Land Title Act** as they pertain to the execution of this instrument.

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space insufficient, continue executions on additional page(s) in Form D.

2

**GENERAL INSTRUMENT - PART 2**

**AGREEMENT** made this 7<sup>th</sup> day of February, 2007.

**BETWEEN:**

**THE PARTY OF THE FIRST PART BEING DESCRIBED IN ITEM (5) OF FORM C**

**(Hereinafter called "The Grantor")  
OF THE FIRST PART**

**AND:**

**THE PARTY OF THE SECOND PART BEING DESCRIBED IN ITEM (6) OF FORM C**

**(Hereinafter called "The Grantee")  
OF THE SECOND PART**

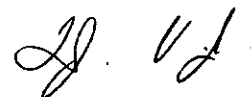
**WHEREAS:**

A) The Grantor is the registered owner, or entitled to become the registered owner of an estate in fee simple, subject, however, to such encumbrances, liens, or interest as are notified by memorandum herein or registered against the title thereto, in all that certain parcel or tract of land situated in the Province of British Columbia, being:


**THE LAND AS DESCRIBED IN ITEM (2) OF FORM C**

**(Hereinafter referred to as "The Grantor's Land")**

B) The Grantor has agreed to grant to the Grantee a Statutory Right-of-Way for the purpose of laying down and maintaining a pipeline and ancillary equipment necessary for the operation and maintenance of the Grantee's undertaking.



NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of

- THREE THOUSAND - SEVEN HUNDRED - EIGHTY ONE — ~~X~~ (\$ 3,781.00) Dollars   
paid to the Grantor and in consideration of the mutual covenants and conditions hereinafter set forth, THE GRANTOR DOES HEREBY GRANT AND TRANSFERS AND CONVEYS unto and to the Grantee the right, licence, liberty, privilege by way of a STATUTORY RIGHT-OF-WAY on, over, under and through the GRANTOR'S LAND, to lay down, construct, operate, maintain, inspect, remove, replace, reconstruct and repair a pipeline or flowline as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation and handling of petroleum or petroleum products, water and/or gas through or by means of the same, (together with all such stations, structures, drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith for the transportation and handling of petroleum products, water, gas and other substances) and the right of ingress and egress, for all purposes incidental to the grant, and from the date hereof and for so long thereafter as the Grantee may desire to exercise the rights and privileges hereby given.

Grantor and Grantee agree that the Grantee shall in laying down the pipeline in the exercise of the foregoing authority, the rights, licences, liberties, privileges and Statutory Right-of-Way hereby granted, except as hereinafter otherwise specified, shall thereupon and thereafter be confined and restricted to the following portion of the GRANTOR'S LAND

As stipulated in Clause (1) and Clause (1A) of Page four of this agreement

(hereinafter called the "Right-of-Way")

Grantee shall have and is hereby given the right to use such portion of the Right-of-Way as may reasonably be required by the Grantee in connection with the construction, repair or replacement of the pipeline and for ingress to and egress from the Right-of-Way for its servants, agents, contractors and subcontractors with vehicles, supplies and equipment for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights and privileges herein granted for so long as Grantee desires to exercise the same.

The aforesaid rights of the Statutory Right-of-Way are hereby granted as and from the date hereof and for so long thereafter as the Grantee desires to exercise the same on the following terms, stipulations and conditions which are hereby mutually covenanted and agreed to by and between Grantor and Grantee.



**1) FILING PLAN OF SURVEY:**

Grantor and Grantee mutually agree that when and so soon as the Grantee shall deposit a plan of the Right-of-Way based upon a survey in accordance with the requirements of the Land Title Act, R.S.B.C. 1979, and regulations of the Surveyor General in the proper Land Title Office, such plan and the survey upon which it is based defining the Right-of-Way hereinabove referred to shall in all respects thereafter establish, govern and define the Right-of-Way, and the remaining Grantor's Land shall, save as aforesaid, thereupon be released and discharged from the Statutory Right-of-Way hereby granted.

The Registrar of Land Titles is authorized to make such entries in the register as may be necessary to give effect to the foregoing.

The Grantor accepts the accuracy of the said survey and the plan so deposited without examination or further approval and authorises the appropriate Registrar of Land Titles to accept the plan for deposit without his signature thereon.

**1a) NON FILING OF SURVEY PLAN:**

In the event the Grantee shall not have either deposited a plan of the RIGHT-OF-WAY, as provided for in **Clause 1** above, or shall not have commenced operations upon the Grantor's Land for the laying of the pipeline within three years from the date hereof, this Statutory Right-of-Way and the rights, licences, liberties and privileges hereby granted shall thereupon terminate, and the Grantee agrees thereupon to execute and file such documents as may be necessary to effect a termination of its rights and interests in the Grantor's Land under this Agreement.

**2) CLEARING OF RIGHT-OF-WAY:**

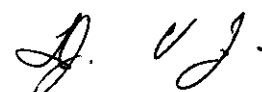
The Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing the said Right-of-Way of Timber.

**3) PROTECTION OF RIGHT-OF-WAY:**

The Grantor shall not, without the prior written consent of the Grantee (such consent not to be unreasonably withheld), excavate, drill install erect, construct or permit to be excavated, drilled, installed, erected or constructed, on or under the said Right-of-Way any pit, well, foundation, pavement, building or other structure, or installation, but otherwise the Grantor shall have the right fully to use and enjoy the said Right-of-Way subject always to and so as not to interfere with the Statutory Right-of-Way, rights and privileges hereby granted and conferred upon the Grantee. The Grantor will not be restricted from fencing across the Pipeline Right of Way if required at a later date.

**4) DAMAGES:**

The Grantee shall compensate the Grantor for damage done to any soil, buildings, crops, fences, timber and livestock on the said THE GRANTOR'S LAND whether or not within the Right of Way by reason of the exercise of the rights hereinbefore granted. The Grantee shall prevent and destroy weeds from entering onto the Grantor's land during pipeline construction and will assume all responsibility for the control of noxious weeds brought onto the Pipeline Right of Way by the Grantee.



**5) LIABILITIES:**

The Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, liens, suits, or actions arising out of the Grantee's operation now, or on the future other than through wilful damage or gross negligence by the Grantor.

**6) DISPUTES SUBMITTED TO DISINTERESTED ARBITRATORS:**

In the event of any disputes arising from the terms and conditions contained herein, which cannot be mutually agreed to, both parties can submit such disputes to arbitration and the matter at issue shall be determined by three disinterested arbitrators; one to be appointed by the Grantor, one by the Grantee, and the third by the two arbitrators so appointed. In any event, the arbitration costs shall be determined by the arbitrators. The decision of any two of such three arbitrators shall be final and conclusive unless the party appealing, shall, within THIRTY (30) DAYS after the date of the arbitration decision, cause a notice of appeal to be filed in the office of the Registrar of the County Court, in the judicial district in the Registrar of the County Court, in which the land is situated, PROVIDED THAT in all other respects, the provisions of arbitration legislation then in force in the Province of British Columbia shall apply to each submission.

**7) ABOVE GROUND INSTALLATION:**

The Grantee shall, so far as may be practicable locate any above ground installation in such a fashion as to provide a minimum of inconvenience to the Grantor. The Grantee agrees to compensate the Grantor for such above ground installation by separate agreement and failing such agreement within SIXTY (60) DAYS from the date of such installation, the matter of compensation shall be submitted to arbitration as hereinbefore provided.

**8) REMOVAL OF PROPERTY:**

Notwithstanding any rule of law or equity, the pipe (which term includes all pipeline, drips, valves, fittings, connections, meters and all other equipment and appurtenances brought on and/or erected upon or buried in or under said Right-of-Way of the Grantee) shall at all times remain the Property of the Grantee notwithstanding that the same may be annexed or affixed to the freehold, and shall at any time and from time to time be removable in whole or in part by the Grantee, its successors and assigns.

**9) DISCONTINUANCE AND ABANDONMENT:**

(a) In the event that the Grantee abandons the pipeline, the Grantee may, if it so elects, leave the pipe or any part thereof in place.

(b) Upon the discontinuance of the use of the said Right-of-Way and of the exercise of the rights hereby granted, the Grantee shall and will restore the surface of said lands to the same condition, except as provided in sub-paragraph (a), so far as may be practicable to do so, as the same were in prior to the entry thereon and the use thereof by the Grantee.



**10) DRAINAGE:**

It is agreed that the Grantee is familiar with the drainage of the land and agrees not to interfere with or cause to interfere with that drainage without prior written permission from the Grantor, and hereby agrees that any soil erosion problem caused by the pipeline or its appurtenances or by the construction of same will be immediately rectified upon receiving written notice of same; and the Grantor hereby covenants to do all acts and execute all such further assurances as may be required to have effect to the within grant.

**11) PIPE-LINES ACT:**

Neither this Instrument nor anything herein contained shall affect or prejudice the Grantee's statutory rights, present or future, to acquire the said Right-of-Way or any other portion or portions of THE GRANTOR'S LAND under the provisions of the Pipe-Line Act of British Columbia or any other laws, which rights the GRANTEE MAY EXERCISE IN ITS DISCRETION.

**12) NECESSARY WORKS TO BE CARRIED OUT:**

Nothing herein contained shall be deemed to vest in the Grantee any title to mines, ore, metals, coal, slate, oil, gas or other minerals in or under the lands comprising the said Right-of-Way except only the part thereof that is necessary to be dug, carried away or used in the construction of the works of the Grantee.

**13) INTEREST IN LAND:**

If at the date hereof the Grantor is not the sole owner of the GRANTOR'S LAND, this Instrument shall nevertheless bind the Grantor to the full extent of his interest therein, and if he shall later acquire a greater or the entire interest this Instrument shall likewise extend to such after-acquired interest.

**14) NOTICES:**

All notices to be given hereunder may be given personally or by registered letter addressed to the party to whom the notice is to be given, and when mailed, any such notice shall be deemed to be given to, and received by the addressee seven (7) days after mailing thereof, postage prepaid.

**15) ADDRESSES:**

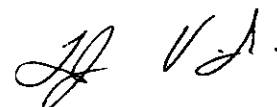
Unless changed by written notice the addresses of the parties hereto shall be as set forth on the first page hereof.

**16) NUMBER AND GENDER:**

Whenever the singular or masculine is used, it shall be construed as if the plural or feminine or the neuter, as the case may be, has been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological change thereby rendered necessary had been made.

**17) NON ENTRY BY GRANTEE:**

Should the Grantee not enter upon the Grantor's land, except for survey purposes, within One Year (365 days) of the date of this Statutory Right-of-Way agreement, the Grantee shall pay to the Grantor the sum of ---FIVE HUNDRED---(\$500.00) Dollars for the right to survey and all other inconveniences and the said Statutory Right-of-Way agreement shall terminate.



**18) DEFAULT:**

Notwithstanding anything herein contained to the contrary, the Grantee shall not be in default in the performance of any of its covenants or obligations under this Agreement, unless and until the Grantor has notified the Grantee in writing of such default and the Grantee has failed to commence action to remedy the same within thirty (30) days of the receipt of such notice. For the purpose of this clause, a letter by the Grantee of its intent to remedy a fault shall not constitute a commencement of action to remedy the said default.

**19) FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations under this agreement, to the extent that the performance of such obligations or any of them, is delayed by circumstances, existing or future, which are beyond the control of the Grantor or the Grantee.

**20) ADDITIONAL TERMS**

Any additional terms, expressed or implied, shall be of no force or effect unless made in writing and agreed by the Grantor and the Grantee.

**21) ASSIGNMENT:**

All the 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 Grantor and the Grantee respectively.

**22) TAXES:**

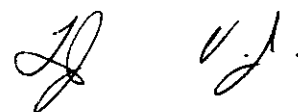
The Grantee shall promptly pay and satisfy all taxes, rates and assessments that may be levied against the Pipeline Right of Way on the Grantor's land.

**23) PRIVACY:**

Pursuant to recent changes in various Legislative Acts regarding the collection and retention of personal information, please be advised that by providing the information requested herein, you have hereby consented to its collection. For further information regarding ARC's Privacy Policy, please contact the Privacy Office via email ([privacy@arcresources.com](mailto:privacy@arcresources.com)), by fax ((403) 509-7260) or by visiting ARC's website at [www.arcresources.com](http://www.arcresources.com).

**24) ENTIRE AGREEMENT:**

This Statutory Right-of-Way constitutes the entire agreement between the parties. Any additional terms or conditions shall be attached as Exhibit "A" and shall form part of this Statutory Right-of-Way.





**EXHIBIT " A "**

Attached to and made part of an Agreement dated this 7<sup>th</sup> day of February, 2007.

Between Victor Randy Janzen and Gertrude Caroline Janzen as Owner and ARC Petroleum Inc. as Company.

**Additional Terms and Conditions:**


- 1) All drainages, whether man-made or natural, will be left in a condition that allows water to travel in its former natural pattern. The Company is responsible for any damage caused to drainages as a result of its actions within the said lands.
- 2) This Statutory Right-of-Way Agreement covers the portion of the said lands outlined in red on the attached Individual Ownership Plan.
- 3) NO WORK CAN TAKE PLACE WITHIN THE SAID LANDS DURING WET/MUDDY CONDITIONS.
- 4) THE COMPANY MUST CLEAN UP ALL ROCKS / ROOTS / DEBRIS FROM THE R/W AFTER THE PIPELINE IS FULLY RECLAIMED. IF THE OWNER HAS TO CLEAN UP ANY OF THE DEBRIS THE COMPANY WILL BE BILLED FOR TIME SPENT.
- 5) THE CONSTRUCTION CONSULTANT MUST MEET WITH THE LANDOWNER TO LOOK AT AND DISCUSS A POTENTIAL DRAINAGE ISSUE IN THE NE CORNER OF THE 1/4 SECTION.

*[Handwritten signatures]*

IN WITNESS WHEREOF the parties have caused this agreement to be executed the day and year first above written.

SIGNED AND DELIVERED

by the Grantor in the presence of:

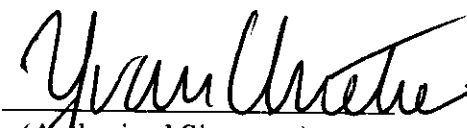
  
(Signature of Witness)

Lara Sheldon - Land Agent  
(Name and Occupation of Witness)

  
Victor Randy Janzen

  
Gertrude Caroline Janzen

by (a) duly Authorized Signatory(s)  
of **ARC Petroleum Inc.** as Grantee

Per:   
(Authorized Signatory)  
**YVAN CHRETIEN**  
Vice President, Land

Per: \_\_\_\_\_  
(Authorized Signatory)

**AFFIDAVIT**

I **Lara Sheldon**, of 202, 10343-100<sup>th</sup> Avenue Fort St John in the Province of British Columbia, make oath and say:

1. I am sixteen (16) years of age or older and am acquainted with the person(s) named in the instrument as the transferor (**Victor Randy Janzen and Gertrude Caroline Janzen**).
2. I am acquainted with the signature(s) of the transferor and believe that the signature(s) subscribed to the instrument is/are the signature(s) of the transferor.
3. The signature(s) is/was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c. 250 because the schedule of the transferor would not allow them to arrange an appointment with an officer during normal business hours.

Sworn before me at Fort St. John

in British Columbia, this 8<sup>th</sup> day

of February, 2007.

\*

  
**DAVID M. FOWLER**

Notary Public

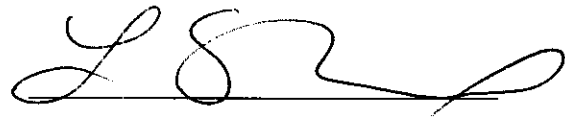
9830 - 110 Avenue

Fort St. John, BC V1J 2T1

(250) 785-8033

\*

Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

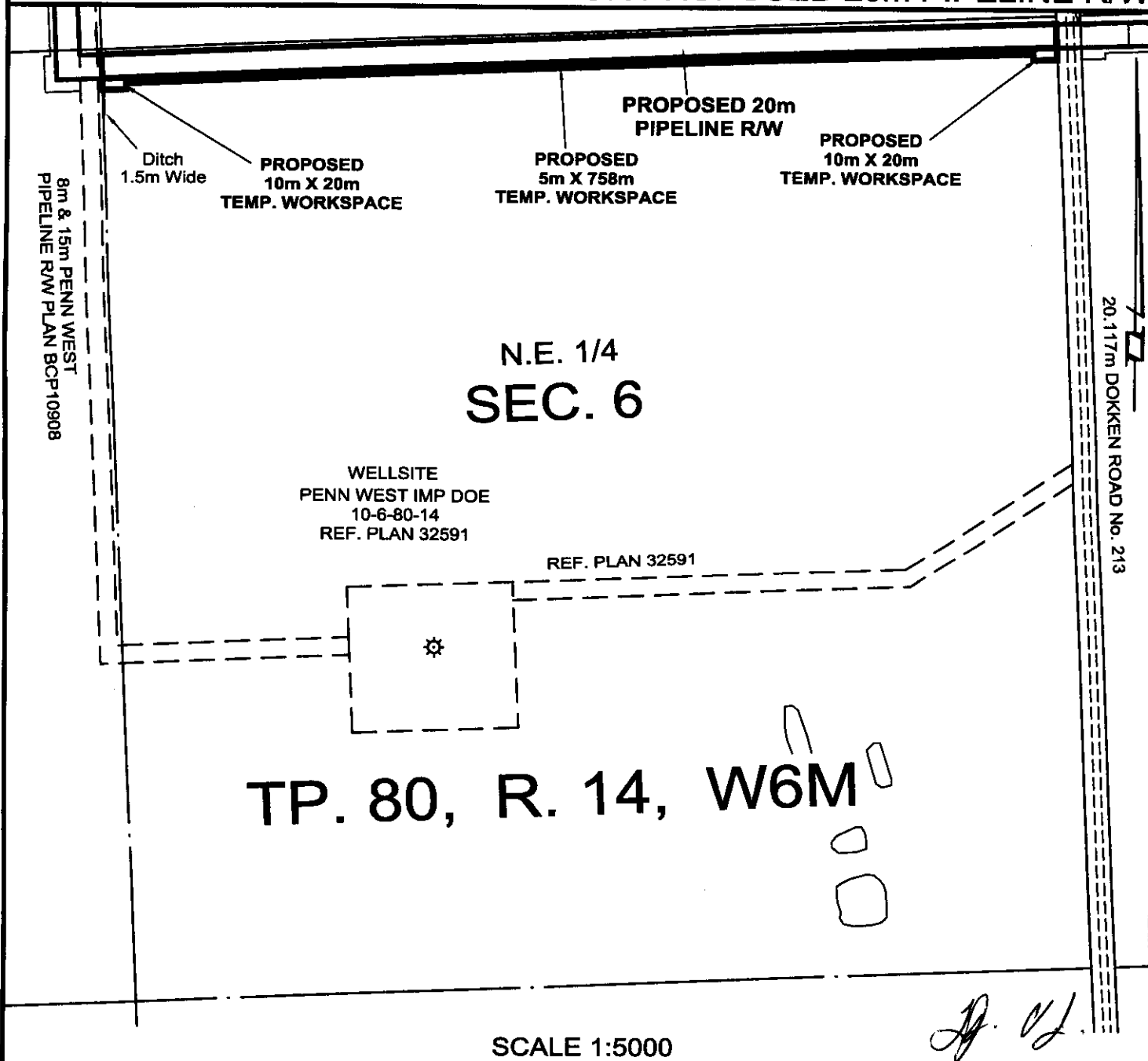


NOTE - This affidavit must be sworn by a witness who is not a party to the instrument.

**(END OF DOCUMENT)**

# ARC PETROLEUM INC.

## INDIVIDUAL OWNERSHIP PLAN FOR PROPOSED 20m PIPELINE R/W



### OWNERS:

VICTOR RANDY JANZEN

GERTRUDE CAROLINE JANZEN

PARCEL: NE 1/4 Sec. 6, Tp. 80, R. 14, W. 6M

PID: 015-967-875

Areas Affected Outlined in Red

### AREAS :

20m PIPELINE R/W	=	1.61 ha.	3.98 Ac.
TEMP. WORKSPACES	=	0.42 ha.	1.04 Ac.
Total	=	2.03 ha.	5.02 Ac.

Certified correct this 11th day of December, 2006.

*[Signature]*  
British Columbia Land Surveyor

**FOCUS**  
Focus Surveys

Edmonton (780)468-6555  
Calgary (403)269-2262  
Grande Prairie (780)539-3222  
Regina (306)586-0837  
Fort St. John (250)785-7776

Dwg. No. 37-3180-00-IP10

Rev. No. 0



# Peace River Regional District

25-Jan-2023

PID: 015967875

Roll Number: 759-002759.000

Legal Description: THE NORTH EAST 1/4 OF SECTION 6 TOWNSHIP 80 RANGE 14 WEST OF THE SIXTH MERIDIAN PEACE RIVER DISTRICT

## Parcel Size

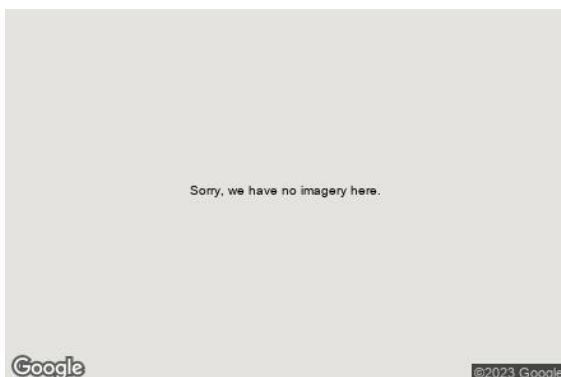
64.93 Hectares      160.45 Acres



This map is a user-generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. Peace River Regional District should be contacted for information regarding other conditions such as easements, rights-of-way or covenants.

## 5095 213 RD DAWSON CREEK RURAL

Area-Jurisdiction-Roll: 27-759-002759.000



**Total value** **\$486,431** <sup>[1]</sup>

2023 assessment as of July 1, 2022

Land \$40,231

Buildings \$446,200

Previous year value \$470,630

Land \$39,730

Buildings \$430,900

### Property information

Year built 1966

Description 1 STY house - Standard

Bedrooms 2

Baths 2

Carpports

Garages G

Land size 160 Acres

First floor area 1,508

Second floor area

Basement finish area 600

Strata area

Building storeys 1

Gross leasable area

Net leasable area

No.of apartment units

### Legal description and parcel ID

PART NE1/4, SECTION 6, TOWNSHIP 80, RANGE 14,  
MERIDIAN W6, PEACE RIVER LAND DISTRICT, PETROLEUM  
FACILITY LOCATED HEREON (WA 06677)

PID: 015-967-875

### Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

### Manufactured home

Width

Length

Total area

## Register with BC Assessment



Search properties on a map



Compare property information and assessment values



Store and access favourite properties across devices



View recently viewed properties

- [1] Farm land – value set by BC Regulation 411/95
- [2] Assessment Act, Section 20 – Major industry building – value set by legislated Major Industrial Properties Manual and BC Regulation 53/2016
- [3] Managed forest land and cut timber – values set by BC Regulation 90/2000
- [4] Land and/or building values set by legislated cost manual or regulation
- [5] This property was sold with multiple properties. For more information, contact BC Assessment