



LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0018 091 991            4;15;54;16;SW                      162 210 514

LEGAL DESCRIPTION  
MERIDIAN 4 RANGE 15 TOWNSHIP 54  
SECTION 16  
QUARTER SOUTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF TWO HILLS NO. 21

REFERENCE NUMBER: 162 210 512

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REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
162 210 514	04/08/2016	TRANSFER OF LAND	\$28,120	SEE INSTRUMENT

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OWNERS

KAREN LYNN KREWAY  
OF 722 FRASER VISTA  
EDMONTON  
ALBERTA T5Y 0L6

AND

SHIRLEY ANN PHILLIPS  
OF 4204-17 STREET, SW  
CALGARY  
ALBERTA T2T 4P6  
AS JOINT TENANTS

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ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
762 127 952	19/07/1976	UTILITY RIGHT OF WAY GRANTEE - THE COUNTY OF TWO HILLS NO. 21.

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( CONTINUED )

## REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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822 226 776 15/10/1982 CAVEAT

RE : RIGHT OF WAY AGREEMENT

CAVEATOR - AXIOM OIL AND GAS INC.

PO BOX 1235 STATION M

CALGARY

ALBERTA T2P2L2

(DATA UPDATED BY: TRANSFER OF CAVEAT  
932377128)

(DATA UPDATED BY: CHANGE OF ADDRESS 952130402)

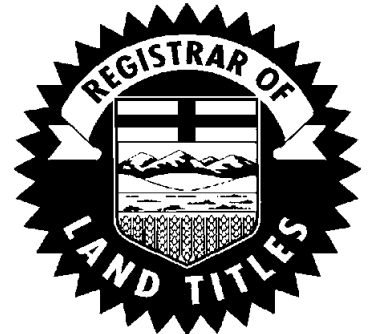
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162202038)(DATA UPDATED BY: TRANSFER OF CAVEAT  
212175248)

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 18 DAY OF  
DECEMBER, 2023 AT 02:27 P.M.

ORDER NUMBER: 49172602

CUSTOMER FILE NUMBER: CLHBID/wf



\*END OF CERTIFICATE\*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED  
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,  
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM  
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,  
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS  
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING  
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**822226776**

**ORDER NUMBER: 49196614**

**ADVISORY**

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

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

CANADA }  
PROVINCE OF ALBERTA } I, Karla Hindley  
TO WIT: } of the City of Calgary  
in the Province of Alberta,

make oath and say:

1. THAT I am agent for the above-named Caveator.
2. THAT I believe that the said Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the City of  
Calgary in the Province of Alberta  
this 12th day of October A.D. 1982.

Karla Hindley

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

my Commission expires June 26, 1983  
DEBBIE HIGGINS

DATED October 12th 2 A.D. 1982 7 6 82 031 15

NE  
S 1/2 16-54-15 W4M  
Caveat  
Col

JK

# ALBERTA RIGHT-OF-WAY AGREEMENT

CAPL  
FAO  
UNIFARM  
1979

(WE) ..... ERNEST A. PHILLIPS  
of ..... VEGREVILLE, Alberta ..... hereinafter called  
"the Grantor") being the registered owner or entitled to become the registered owner of an estate in fee simple, subject  
however to such encumbrances, liens and interests as may be notified on existing Certificate of Title and situate in the Province  
of Alberta, namely:

The South Half of Section Sixteen (16)  
Township Fifty Four (54)  
Range Fifteen (15)  
West of the Fourth Meridian, in the said Province  
Containing Three Hundred and Twenty (320) Acres more or less

excepting thereout all MINES and MINERALS in all of that certain tract of land hereinafter called "the said lands", in  
consideration of the sum of .....  
(\$ ..... Dollars (receipt of which is hereby acknowledged) paid to the Grantor by .....  
..... Francoeur Oil & Gas Ltd.  
(hereinafter called "the Grantee")

and in consideration of the covenants hereinafter contained I DO HEREBY GRANT, CONVEY, TRANSFER AND SET  
OVER, to and unto the Grantee, its successors and assigns a right-of-way across, over, under, on or through the said lands to  
construct, operate and maintain a pipeline or pipelines including accessories and appurtenances and for any other purpose  
preparatory or incidental thereto.

The Grantor and the Grantee hereby covenant and agree to the following terms and conditions:

## 1. FILING PLAN OF SURVEY

The Grantee agrees that on or before one year after the date of this agreement it will file at the appropriate Land Titles  
Office a Plan of Survey of the right-of-way ..... Fifteen .....  
( 15 ) metres in width across the said lands in the approximate location as shown on a sketch plan initialed by the  
parties and delivered to the Grantor upon his signing of this agreement. If the Grantee has not either filed a Plan of Survey  
within the one-year period, or should the Grantee not forward to the Grantor a Plan of Survey showing the location of  
the right-of-way to be substantially in the location shown on the sketch plan, on or before one year from the date hereof,  
this agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be nec-  
essary to remove the registration of this agreement from the title to the lands.

## 2. PARTIAL WITHDRAWAL AND DISCHARGE OF RIGHT OF WAY

Upon filing the Plan of Survey at the appropriate Land Titles Office, the Grantee shall cause to be registered such documents  
as shall restrict this agreement and the rights herein granted to the right-of-way shown upon the Plan of Survey.

## 3. ADDITIONAL PAYMENT

Upon the filing of the Plan of Survey at the Land Titles Office or prior to commencing any construction on the lands, which  
ever occurs first, the Grantee shall pay an additional consideration to the Grantor calculated at the rate of .....  
..... \$ ..... Dollars per acre of right-of-way shown on the Plan of Survey  
which has been or will be filed. If the additional consideration is not paid to the Grantor within one year after the date of  
this agreement, the agreement will be null and void and the Grantor shall thereupon execute and register such documents  
as may be necessary to remove the registration of this agreement from the title to the lands.

## 4. PROTECTION OF RIGHT-OF-WAY

The Grantor shall have the right to use and enjoy the right-of-way for any purpose except that which might interfere with  
the rights granted herein to the Grantee. The Grantor, his successors or assigns, shall not without the prior written consent  
of the Grantee (which consent shall not be unreasonably withheld) enter on, over, under or through the right-of-way for  
any purpose which may incur a liability to the Grantee for damages resulting from that entry.

The Grantee shall be responsible for and compensate the Grantor for reasonable additional costs incurred by the Grantor  
which may be caused by the existence of the said pipeline, pipelines, and right-of-way, in connection with the excavation,  
drilling, installation, erection, repair, or construction for any permitted operation for agricultural or related purposes across,  
over or under, on or through the said right-of-way.

#### 5. REMOVAL OF PROPERTY

Notwithstanding any rule of law or equity, the pipeline or pipelines shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the said lands and shall at any time and from time to time be removable in whole or in part by the Grantee.

#### 6. DAMAGES

The Grantee shall pay compensation for any and all damage where such damage occurs as a result of the operations of the Grantee; its servants, agents or contractors.

#### 7. LIABILITY

The Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the construction, operation, maintenance and/or repairs of the said pipeline or pipelines and/or any related fixtures and appurtenances affixed to the right-of-way other than through willful damage or gross negligence by the Grantor.

#### 8. TOPSOIL

The Grantee shall, upon request by the Grantor, insofar as it may be practicable to do so, strip the topsoil from the ditch line prior to construction and replace it as near as possible to its original condition following construction.

#### 9. TAXES

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

#### 10. 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 hereinafter provided.

#### 11. DISCONTINUANCE AND ABANDONMENT

Upon the discontinuance of the use of the said right-of-way and of the exercise of the right hereby granted, the Grantee shall restore the said lands to the same condition, so far as may be practicable to do so, as the lands were prior to the entry thereon and the use thereof by the Grantee:

PROVIDED HOWEVER, that the Grantee may, at its option, leave and abandon the said pipeline or pipelines in place. The Grantee agrees to withdraw and discharge any encumbrance registered in the Land Titles Office pertaining to this agreement upon abandonment of the said right-of-way.

#### 12. DISCHARGE OF ENCUMBRANCES

The Grantee shall have the right at its option, to pay or discharge any balance owing under any agreement of sale or mortgage or any tax charge, lien or encumbrances of any kind or nature whatsoever, which may exist prior to the registration of this agreement, upon or against or in any way affecting the said lands, in which event the Grantee shall be subrogated to the rights of the holder or holders thereof and may, in addition to exercising and enforcing such rights, at its option, apply and credit the amount so paid by it, to the consideration as set forth above in this agreement.

#### 13. ARBITRATION

If the amount for compensation for damages, and/or above ground structures payable cannot be agreed upon by the Grantor and the Grantee, the matter at issue shall be determined by three disinterested arbitrators, and the decision of any two of such three arbitrators shall be final and conclusive; PROVIDED THAT in all other respects the provision of the arbitration legislation then in force in the Province of Alberta shall apply to each submission. In any event, the responsibility for the arbitration costs shall be determined by the appointed arbitrators.

#### 14. ADDITIONAL PIPELINES

In the event the Grantee separately constructs an additional pipeline and/or pipelines within the said right-of-way, the Grantee shall pay to the Grantor for that portion of the right-of-way utilized for the construction of the additional pipeline or pipelines, a sum equal to the greater of fifty (\$50.00) dollars per acre or the appraised difference, if any, by which the lands contained in the right-of-way have increased in value over the amount paid at the time of construction of the immediately preceding pipeline or pipelines; PROVIDED ALWAYS that the Grantor may, at the Grantor's sole discretion, lay more than one pipeline in the same construction operation; and that construction shall not be delayed by the provisions of this clause.

15. 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: PROVIDED, however, the Grantee shall not be in default in the performance of any of its covenants or obligations under this agreement until the Grantor has notified the Grantee of such default and the Grantee has failed to commence timely action to remedy the same upon receipt of such notice.

16. ADDITIONAL TERMS

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

17. 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.

18. QUIET ENJOYMENT

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 and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or any person claiming by, through, under or in trust for the Grantor for so long thereafter as the Grantee, his successors and assigns continues to use the right-of-way for the purposes herein set forth.

19. NOTICES

All notices to be given hereunder may be given by registered letter addressed to the Grantee at ..... 700, 505 - 5th Street S.W., CALGARY, Alberta .. T2P 3J2 ..... and to the Grantor at ..... VEGREVILLE, Alberta .. T0B 4L0 ..... or such other addresses 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 fourteen (14) days after the mailing thereof, postage prepaid and registered.

IN WITNESS WHEREOF the Grantor and the Grantee have hereunto set their hand and seal this ..... 29th ..... day of ..... SEPTEMBER ..... A.D. 19 82

SIGNED, SEALED AND DELIVERED

in the presence of:

[Handwritten signature]

Ernest A. Phillips  
ERNEST A. PHILLIPS

FRANCAHA OIL & GAS LTD. VICE PRESIDENT-LAND

APPROV
LAND

CONSENT OF SPOUSE

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

Spouse of Grantor

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

- This document was acknowledged before me by ..... apart from her husband (or his wife).
- ..... acknowledged to me that she (or he),
  - is aware of the nature of the disposition,
  - is aware that the Dower Act, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent,
  - consents to the disposition for the purposes of giving up the life estate and other dower rights in the homestead

given to her (or him) by the Dower Act, to the extent necessary to give effect to the said disposition.  
(d) is executing the document freely and voluntarily without any compulsion on the part of her husband (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, ERNEST A. PHILLIPS, of VELEBVILLE  
in the Province of Alberta, FARMER, make oath and say:  
(Occupation)

1. That I am the Grantor named in the within instrument.
  2. That I am not married
- OR
- ~~3. That neither myself nor my spouse have resided on the within mentioned land at any time since our marriage!~~

SWORN before me at DISTRICT OF VELEBVILLE  
in the Province of Alberta, Ernest A. Phillips  
this 29 day of SEPT., A.D. 1982

\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta

**AFFIDAVIT OF EXECUTION**

CANADA I, \_\_\_\_\_ of the \_\_\_\_\_  
PROVINCE OF ALBERTA of \_\_\_\_\_ in the Province of Alberta,  
TO WIT: \_\_\_\_\_, make oath and say:

1. That I was personally present and did see \_\_\_\_\_  
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 \_\_\_\_\_ in the Province of  
Alberta, and that I am the subscribing witness thereto.
3. That I know the said \_\_\_\_\_ and he is in my belief  
of the full age of eighteen years.

SWORN before me at \_\_\_\_\_  
in the Province of Alberta  
this \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 19 \_\_\_\_\_

\_\_\_\_\_  
A Commissioner for Oaths in and for  
the Province of Alberta



CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (WE) .....  
of ..... in the Province of .....  
having an interest in the within lands by virtue of an Agreement or Instrument dated the .....  
day of ..... A.D. 19 ..... DO HEREBY AGREE that all my (our) rights, interests and estate which are,  
or may be, affected by the above Alberta Right-of-Way Agreement shall be fully bound by all the terms and conditions  
thereof both now and henceforth.

Dated at ..... In the Province of .....  
this ..... day of ..... A.D. 19 .....

.....  
.....  
.....  
(Witness)

CONSENT BY OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY:

I, (WE) .....  
of ..... in the Province of .....  
having an interest in the within lands by virtue of an Agreement or Instrument dated the .....  
day of ..... A.D. 19 ..... DO HEREBY AGREE that all my (our) rights, interests and estate which are,  
or may be, affected by the above Alberta Right-of-Way Agreement shall be fully bound by all the terms and conditions  
thereof both now and henceforth.

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

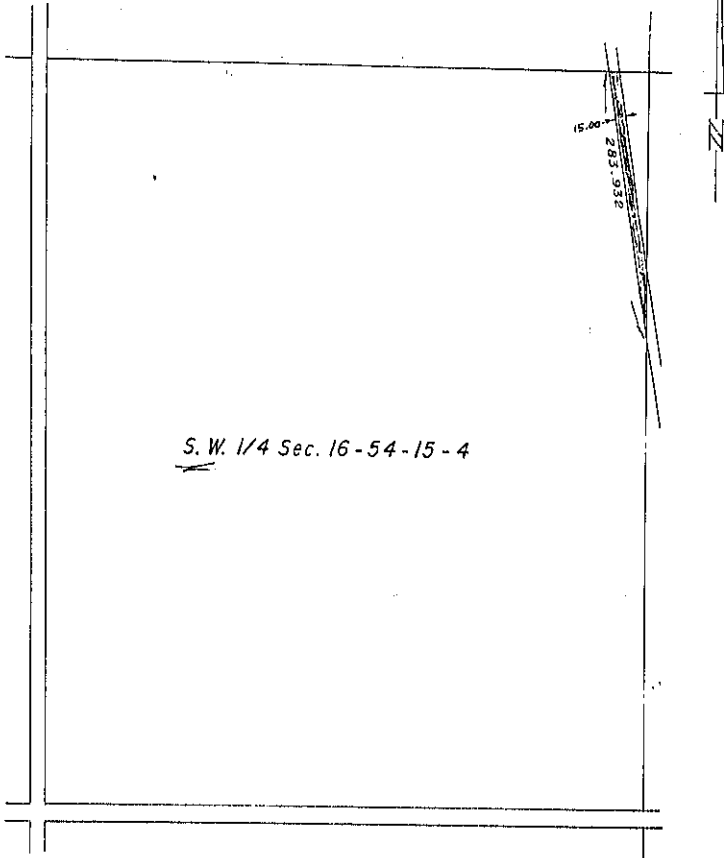
(Witness)

Francana Oil & Gas Ltd.

INDIVIDUAL OWNERSHIP PLAN

PIPELINE RIGHT-OF-WAY

S.W. 1/4, SEC. 16, TP. 54, R. 15, W. 4 MER.



S. W. 1/4 Sec. 16-54-15-4

Title No.: 107-G-263

Area Req'd. =

Owner: Ernest A. PHILLIPS

0.364 ha / 0.90 Ac.



Underwood McLellan Ltd.  
17007 - 107 Avenue, Edmonton Alberta

Certified correct,

Alberta Land Surveyor

DATE: SEPT 29, 1962

SCALE: 1:5000

JOB No. 2203-11214-71-00-06

# Caveat

TO THE REGISTRAR OF NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE that /// Francana Oil & Gas Ltd. *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 by virtue of an Alberta Right-of-Way *(said Agreement attached hereto)*  
Agreement dated the 29th day of September, 1982 made between Ernest A. Phillips of Vegreville, in the Province of Alberta, as Lessor; and Francana Oil & Gas Ltd.; as Lessee

The South Half of Section Sixteen (16)  
Township Fifty Four (54)  
Range Fifteen (15)  
in West of the Fourth Meridian, in the said Province  
Containing Three Hundred and Twenty (320) Acres, More or Less

EXCEPTING THEREOUT ALL MINES AND MINERALS

being lands described in Certificate of Title, No's 192-F-241 and 107-G-263 standing in the register in the name of Ernest Albert Phillips 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 Francana Oil & Gas Ltd., 700, 505 - 5th Street S.W. at CALGARY in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this 12th day of October A.D. 1982

*Barla Hindley*  
Signature of the Caveator or his Agent

CANADA } I,  
PROVINCE OF ALBERTA } of the  
TO WIT: } 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 \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_ in the Province of Alberta  
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 others in to distinguish him.)