

**TITLE SEARCH PRINT**

File Reference: clh/gk  
Declared Value \$18345

2023-07-04, 07:41:06  
Requestor: Sadie Gilfillan

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

**Land Title District**  
Land Title Office

PRINCE GEORGE  
PRINCE GEORGE

**Title Number**  
From Title Number

CA1459035  
PS26652

**Application Received**

2010-02-16

**Application Entered**

2010-02-24

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

DAVID ELDON BARDGETT, TRUCKER/RANCHER  
P.O. BOX 43  
ARRAS, BC  
V0C 1B0

**Taxation Authority**

Peace River Assessment District

**Description of Land**

Parcel Identifier:

012-711-926

Legal Description:

THE NORTH 1/2 OF SECTION 13 TOWNSHIP 25 PEACE RIVER DISTRICT

**Legal Notations**

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND  
COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. 21608

**Charges, Liens and Interests**

Nature:

STATUTORY RIGHT OF WAY

Registration Number:

BA130251

Registration Date and Time:

2006-09-14 10:24

Registered Owner:

OVINTIV CANADA ULC  
INCORPORATION NO. C1238305  
VERESEN MIDSTREAM GENERAL PARTNER INC.  
INCORPORATION NO. A94348

Transfer Number:

CA8035986

Remarks:

CANCELLED AS TO ALL EXCEPT PART ON PLAN EPP12840,  
SEE CA5104733

**TITLE SEARCH PRINT**

2023-07-04, 07:41:06  
Requestor: Sadie Gilfillan

File Reference: clh/gk  
Declared Value \$18345

Nature: MORTGAGE  
Registration Number: CA1459648  
Registration Date and Time: 2010-02-17 09:23  
Registered Owner: THE TORONTO-DOMINION BANK

Nature: LEASE  
Registration Number: BB4028123  
Registration Date and Time: 2011-12-12 11:45  
Registered Owner: MURPHY OIL COMPANY LTD.  
INCORPORATION NO. A33199  
Remarks: PART SHOWN AS AREA 3 ON PLAN EPP11189

Nature: MORTGAGE  
Registration Number: CB460091  
Registration Date and Time: 2023-02-02 13:39  
Registered Owner: THE TORONTO-DOMINION BANK

**Duplicate Infeasible Title** NONE OUTSTANDING

**Transfers** NONE

**Pending Applications** NONE

LAND TITLE ACT  
FORM C

12 DEC 2011 11 45

BB4028123

~~MURPHY'S COPY~~

(Section 219.81)

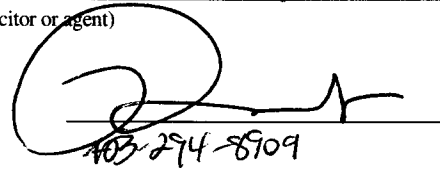
Province of  
British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office use)

Page 6 of 10 pages  
Murphy File: Y00033A  
Prospect File: PJ67-111-07-B

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

Client #12232 Prospect Land Services (BC) Ltd.  
202, 10343 - 100th Avenue  
Fort St. John, BC V1J 1Y8

  
103-274-8909

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

012-711-926 The North 1/2 of Section 13, Township 25, Peace River District

3. NATURE OF INTEREST: \*

DESCRIPTION	DOCUMENT REFERENCE (PAGE AND PARAGRAPH)	PERSON ENTITLED TO INTEREST
LEASE, with Right of Renewal Part on Plan No. <u>EPP11189, Area 3</u>	Entire Instrument	Transferee

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

- (a) Filed Standard Charge Terms  D.F. No.
- (b) Express Charge Terms  Annexed as Part 2
- (c) Release  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) (Lessor(s)): \*

DAVID ELDON BARDGETT and JACQUELINE ELLEN BARDGETT  
PO Box 112  
Dawson Creek, British Columbia V1G 4E9


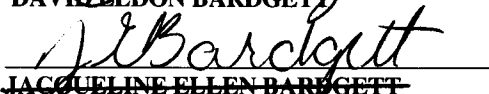
lp 12/12/2011 11:46:35 AM 5 2  
Charge 1 \$73.40

6. TRANSFEREE(S) (Lessee(s)): (including occupation(s), postal address(es) and postal code(s)) \*

MURPHY OIL COMPANY LTD. (Incorporation. No. A-33199)  
1700, 555 - 4th Ave SW  
Calgary, Alberta T2P 3E7

sh 3/13/2012 12:10:07 PM 3 2  
Defect 1 \$32.70

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 11 12	 DAVID ELDON BARDGETT
	07 11 12	 JACQUELINE ELLEN BARDGETT

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.

**GENERAL INSTRUMENT - PART 2**

AGREEMENT dated this 12 day of November, 2007.

BETWEEN:

**THE PARTY OF THE FIRST PART BEING DESCRIBED IN ITEM (5) OF FORM C**  
**(hereinafter called the Owner)**

AND

**THE PARTY OF THE SECOND PART BEING DESCRIBED IN ITEM (6) OF FORM C**  
**(hereinafter called the Company)**

**WHEREAS:**

**A.** the Owner is the registered Owner (or entitled to become the registered Owner under an agreement for sale, unregistered transfer, or otherwise) of and in that parcel of land in the Province of British Columbia described as:

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

Excepting thereout all mines and minerals  
**(hereinafter referred to as "the Lands")**

**B.** the Owner has agreed to grant a lease of a portion of the Lands on the terms set out herein.

*DB  
JW  
LW*

**Lease**

1. The Owner grants to the Company a lease in consideration of a cheque made payable to the Owner in the sum of ONE THOUSAND SEVEN HUNDRED FIFTY <sup>zlw</sup> 00/100 (\$ 1750.00 <sup>DB</sup> <sup>ban</sup>) Dollars for damages to the Leased Area, inconvenience and disturbance to the Owner, signing consideration, and Annual Consideration, which includes loss of use and severance of the Leased Area. No further documentation is required to be executed or delivered by the Company to confirm the exercise of the Lease.

The lease is for that part of the Lands described either:

- (i) as shown outlined in bold on the sketch attached hereto (hereinafter called "the Leased Area"); provided however, that in the event that the Company registers a reference plan of the Leased Area shown on the attached sketch, the Company shall complete Subclause (a)(ii) below, and in such event the description of the Leased Area in Subclause (a)(ii) shall supersede and replace the description in this Subclause, or
- (ii) as shown on a reference plan in the Land Title Office at New Westminster, British Columbia as Plan Number EPP1189, Area 3, which area corresponds to the area outlined in bold ("the Leased Area") on the sketch attached hereto, for a term of 20 years commencing on the date of execution of this Agreement for any and all purposes as may be necessary or incidental for the exploration, development, production and storage of petroleum, natural gas, related hydrocarbons, substances and restoration, as is necessary for the operation and maintenance of the Company's undertaking.

**LEASE TERMS**

**Annual Consideration**

2. The Company shall pay to the Owner as consideration in advance the sum of SEVEN HUNDRED FIFTY <sup>zlw</sup> 00/100 (\$ 750.00 <sup>DB</sup> <sup>ban</sup>) Dollars (the Annual Consideration) commencing on the first anniversary date of this Agreement and continuing on each anniversary date of the term of the Lease.

*zlw*  
*DB*  
*ban*

*DB*  
*zlw*  
*ban*

**Use**

3. The Annual Consideration shall include use of the Leased Area by the Company for the construction and ongoing usage of an access road to wellsite "Murphy Swan c-3-H, 93-P-9" along with any and all additional wells that may be drilled off the c-3-H padsite. Before a change in use is implemented, the Owner must be notified.

For the purpose of this clause, a change in use shall include construction, operation or servicing of additional facilities using the existing access road.

If a change in the use of the Leased Area results in an adverse affect on either party to this Agreement, then that party shall have the right to renegotiate the Annual Consideration by serving written notice upon the other. The notice shall include the specific change of use and a proposed Annual Consideration believed to be fair in the circumstances. The change in Annual Consideration will be effective as of the next anniversary date of the lease. Renegotiations under this clause shall not apply if the next anniversary date is the date upon which the Annual Consideration is reviewed in accordance with Section 18 of this Agreement.

**Maintenance of the Leased Area**

4. The Company shall operate and maintain the Leased Area in accordance with good oil field and environmental practices.

**Topsoil**

5. The Company shall conserve the topsoil in accordance with good oil field, environmental and farm practices, and the applicable legislation.

**Fencing**

6. If reasonably required and requested by the Owner, the Company shall erect on the boundary of the Leased Area or part thereof, a good substantial fence and livestock guard or gate. The Company shall replace any existing fences it has moved for its purposes and repair all fences it may damage. The Company shall ensure that its agents and servants close and lock all gates as required by the Owner.

**Weed Control**

7. The Company shall be responsible for the general maintenance and weed control of the Leased Area. Soil sterilant may be used only with the consent of the Owner in writing, and only in accordance with applicable legislation.

**Roadways**

8. All roadways on the Leased Area shall be used only for the rights granted, and the Owner or his authorized agent shall have free access to the Leased Area to gain access to adjacent lands, provided that such use shall be at the Owner's or his agent's sole risk and the Owner or his agent shall be responsible for any damage caused by such use, normal wear and tear excepted.

*JW*  
*DB*  
*for*

**Taxes**

9. The Company shall promptly pay and satisfy all taxes, rates and assessments that may be assessed or levied against the Leased Lands as a result of its use and occupation of the Leased Lands.

10. If the Owner is a non-resident of Canada, the Owner agrees that the Company may deduct income, withholding or other taxes from any payment to the Owner in 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 Company of the balance of the payment to the Owner shall be deemed to constitute full performance by the Company in respect of such payment.

**Discharge of Encumbrances**

11. The Company may, at its option, pay any taxes which may be assessed against the Lands, from time to time, if the owner is about to forfeit title pursuant to the Province of British Columbia "*Tax Act*". The Company shall set off the amounts so paid against any sums payable to the Owner by the Company under the terms of this Lease.

**Removal of Equipment and Material**

12. At all times during the term or any renewal of this lease, the Company shall have the right to remove from the Leased Area all equipment and material of every kind which it may have placed in, on or under the Leased Area.

**Early Termination**

13. Provided the Company is not in default, the Company shall have the right to surrender and terminate this Lease at any time on or after the expiration of the second year of the term, and upon not less than 90 days written notice to the Owner. In such event, there shall be no refund to the Company of any rental, which may have been paid in advance.

**Abandonment and Restoration**

14. Prior to abandoning the Leased Area, the Company shall remove all above ground equipment and all excavations shall be filled in, in compliance with the existing regulation; the Company shall restore the Leased Area to the same condition that existed immediately prior to the Company's entry, to the extent that it is reasonably practicable to do so.

**Compensation for Damages**

15. The Company shall pay to the Owner compensation for damages suffered by the Owner to that portion of the Lands which are not included in the Leased Area as a result of the actions of the employees, servants, agents or contractors of the Company. Damage may include damage to livestock, growing crops, fences, buildings, or other improvements of the Owner, upon the Lands outside of the Leased Area.

**Indemnification**

16. The Company indemnifies and saves harmless the Owner from any and all liabilities, damages, costs, claims, suits, or actions arising out of the Company's operations, now or in the future on the Lands or the Leased Area save and except liabilities, damages, costs, claims, suits, or actions arising out of the gross negligence or wilful misconduct of the Owner, its agents, servants, employees, or contractors.

DS  
JW  
KRM

**Quiet Enjoyment**

17. The Owner warrants that he has good title to the Lands, has full power to grant and lease the Lands, and that the Company, upon observing and performing the promises on the Company's part, shall peaceably possess and enjoy the Leased Area and the rights granted during the term of this Lease and any renewal without any disturbance or interruption from the Owner.

**Review of Annual Compensation**

18. Notwithstanding anything contained in this lease to the contrary, upon the request of either party the amount of Annual Consideration payable shall be subject to periodic review as provided for in applicable legislation.

**Default**

19. The Company shall not be in default in the performance of any of its obligations under this Lease, excepting the payment of Annual consideration, unless the Owner has notified the Company either by a telephone call, which must be followed up by written notice that includes the date and time of the telephone call only by written notice of such default, and the Company has failed to commence meaningful actions to remedy the same or to deny the default.

In the event the default relates to the late payment of Annual Consideration, the Company is in default without notification from the Owner. The damages payable for late payment of annual consideration shall be the rate determined in accordance with the Province of British Columbia *Court Order Interest Act*, effective the date the annual consideration was due.

**Assignment**

20. The parties may delegate, assign, or convey to other persons or corporations, any of the powers, rights, and interests granted by this Lease, and may enter into all agreements or contracts and perform all necessary acts to give effect to the provisions of this clause. The assigning party shall provide written notice within 30 days to the other assignment any delegation, assignment, or conveyance of the said lease.

**Renewal**

21. If the Company is not in default, the term of this Lease shall be automatically extended for a further twenty-year term at the Annual Consideration paid in final year of the previous term. All clauses and amendments, including this renewal clause, shall continue in effect for the renewal term.

**Time**

22. Time is of the essence.

**Notices**

23. All notices must be in writing. Notices may be delivered personally, faxed or by letter addressed to the party to whom the notice is to be given. Any such notice shall be deemed to be delivered to the addressee ten days after mailing by prepaid regular mail, or three days after transmission of fax.

DS  
JW  
ton



**Addresses**

24. Unless changed by written notice, the addresses of the parties are:

Company: **Murphy Oil Company Ltd.**  
1700, 555 – 4th Ave SW  
Calgary, Alberta T2P 3E7  
Fax: (403) 294-8854  
Telephone: (403) 294-8000

Owner: **David Eldon Bardgett and**  
~~**Jacqueline Ellen Bardgett**~~  
PO Box 112  
Dawson Creek, British Columbia V1G 24E8  
Fax:  
Telephone: (250) 786-7957

**Severability**

25. The invalidity or unenforceability of the whole or any part of any clause of this Lease shall not affect the validity or enforceability of any clause or the remainder of such clause.

**Headings**

26. The headings of the clauses of this Lease have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Lease.

**Enurement**

27. This Lease shall ensure to the benefit of and be binding upon the Owner, his heirs, executors, successors and assigns and upon the Company, its successors and assigns.

**Privacy**

28. 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.

**Entire Agreement**

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

DS  
JW  
B

## EXHIBIT "A"

Attached to and made part of an Agreement dated this 12 day of November, 2007.

Between David Eldon Bardgett and Jacqueline Ellen Bardgett as Owner and Murphy Oil Company Ltd. as Company.

**Additional Terms and Conditions:**

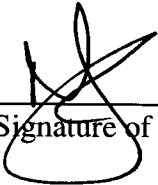
1. The surface lease agreement covers the area shown highlighted in Red on the attached IOP.
2. First Year compensation must be paid prior to construction commencement.
3. The Company agrees to put metal gates as marked in blue on I.O.P.

*new  
DS  
ton*

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

SIGNED AND DELIVERED

by the Owner in the presence of:

  
\_\_\_\_\_  
(Signature of Witness)

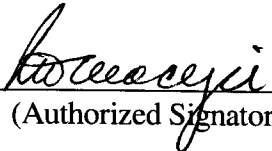
Norm Sinnamon - Land Agent  
(Name & Occupation of Witness)

*Prospect Land Services (BC) Ltd.  
202, 10343-100th Ave  
Fort St. John, BC V1J 1Y8*

  
\_\_\_\_\_  
David Eldon Bardgett

  
\_\_\_\_\_  
Jacqueline Ellen Bardgett

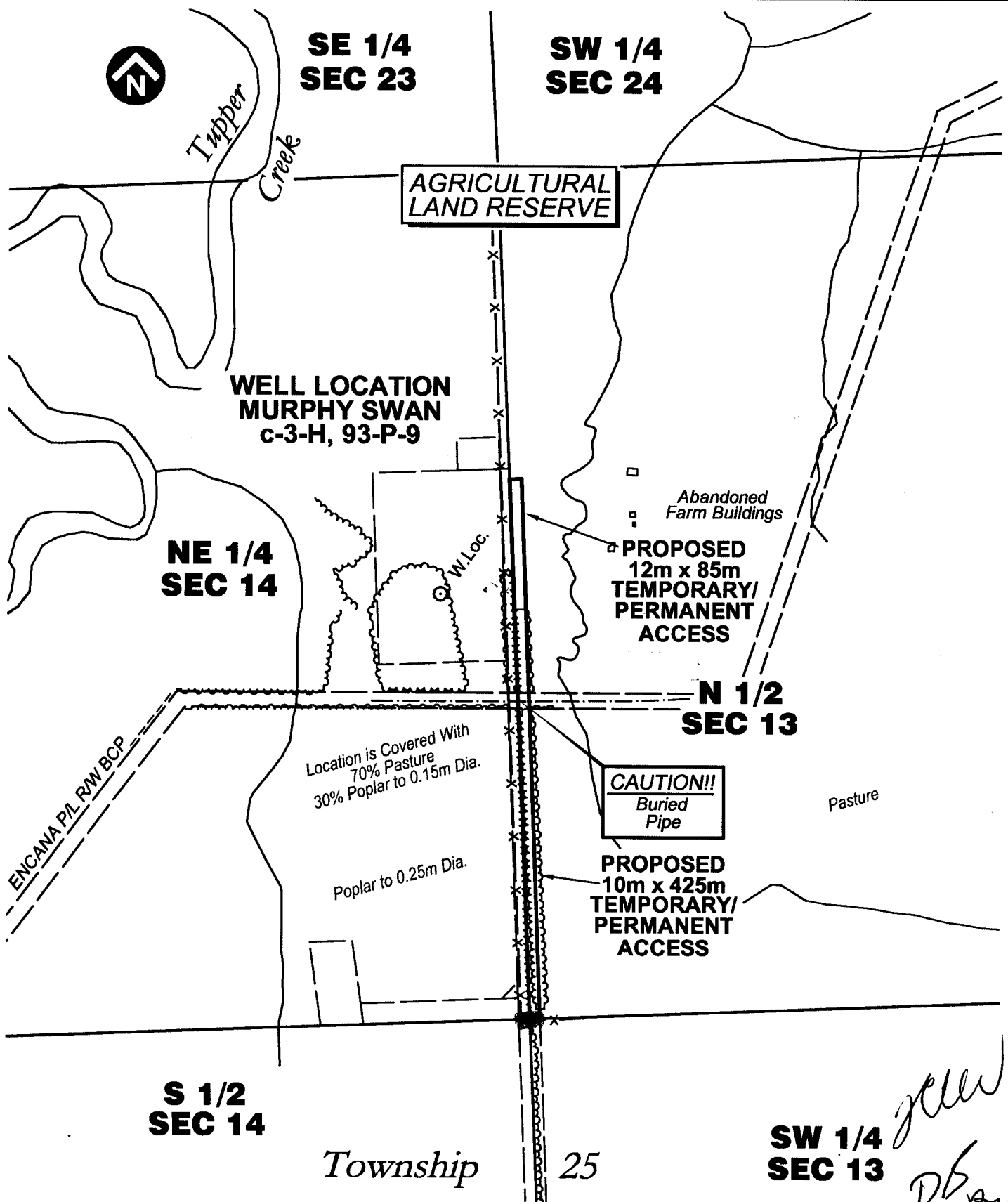
by a duly Authorized Signatory(s)  
of **Murphy Oil Company Ltd.**

Per:   
(Authorized Signatory) **ATTORNEY IN FACT  
ROSS W. MACKENZIE**

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

10

**MURPHY OIL COMPANY LTD.**  
**INDIVIDUAL OWNERSHIP PLAN**  
 SHOWING PROPOSED 20m ACCESS  
 WITHIN  
 NORTH 1/2 OF Sec 13, TOWNSHIP 25  
 PEACE RIVER DISTRICT



OWNERS: David Eldon Bardgett  
 Jacqueline Ellen Bardgett

TITLE No.: PS26652  
 PID No.: 012-711-926

Areas Required:  
 Access = 0.53 ha (1.31 Ac)  
 Total = 0.53 ha (1.31 Ac)

Certified correct this 24th day of September 2007.

*Jason J. Whale*  
 Jason J. Whale, B.C.L.S.

Scale : 1:5000  
 Date : September 24, 2007  
 File No.: 07-01673

Rev. No. : 0  
 Designed by: DK  
 Drawing No.: 01673IOP\_2

**VECTOR GEOMATICS**  
 LAND SURVEYING LTD  
 10628 Peck Lane, P.O.Box 6428 Ph: (250) 785-7474  
 Fort St. John, B.C. V1J 4H8 Fax: (250) 785-7454

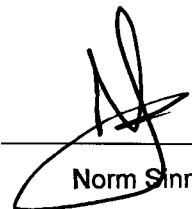
G 10 11

**AFFIDAVIT**

I, Norm Sinnamon - Land Agent, of INNISFAIL, in the Province of ALBERTA,  
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 (**David Eldon Bardgett and Jacqueline Ellen Bardgett**)
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) were 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 BC, this 12 day  
of NOVEMBER, 2007.

  
Norm Sinnamon - Land Agent

\*   
\_\_\_\_\_

**Robert K.O. Zeunert**  
Barrister & Solicitor  
9830 - 110 Avenue  
Fort St. John, B.C. 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)**

NOTICE DECLINING TO REGISTER  
SECTION 308 (FORMERLY SECTION 288) - LAND TITLE ACT

Reprint

LOWER MAINLAND LAND TITLE OFFICE  
300 - 88 SIXTH STREET  
NEW WESTMINSTER BC V3L 5B3

Date of Issue: 12-JAN-12

PROSPECT LAND SERVICES (BC) LTD  
202 - 10343 - 100TH AVENUE  
FORT ST. JOHN BC V1J 1Y8

In the matter of the following application(s):

Doc.: BB4028123

LEASE

Returned

Related to the following parcels:

012-711-926

TAKE NOTICE that I am unable to proceed with registration of the noted application(s). My reasons for refusing to proceed and my requirements are as follows:

## REASON 1:

One or more of the transferors listed do not have a registered interest in the land.

## REQUIREMENT:

The Transferor(s) must have a registered interest in the land. Please note that a re-submitted document containing an amendment that materially changes the nature of the affected instrument, or that results in changing the titles affected, is not registrable.

## REFERENCE(S):

Land Title Act section 233(4) (a)

## REASON 2:

## REASON 2:

Plan EPP11189 contains 5 areas. Please indicate the area being leased.

February 28th, 2012

Patty asked for extension until March end.fn.

If these requirements are not met within 31 days from the date of this notice, the application(s) will become cancelled and void.

Fee for this notice: \$32.70

Please pay the defect fee when re-submitting the application(s).

Cheques are made payable to "Land Title and Survey Authority of BC".

A cancellation fee will apply if the application(s) is cancelled.

Any document which is returned herewith must be corrected and re-submitted.

FAREEN NAAZ  
Title Examiner

LARRY BLASCHUK  
Registrar of Titles

If you wish to review the content of this notice with the Land Title Office please contact the Customer Service Centre: in Vancouver call 604 660-0380 or 1 877 577-LTSA (5872) toll free from elsewhere in BC.



# Peace River Regional District

4-Jul-2023

PID: 012711926  
Roll Number: 759-000783.000  
Legal Description: THE NORTH 1/2 OF SECTION 13 TOWNSHIP 25 PEACE RIVER DISTRICT

### Parcel Size

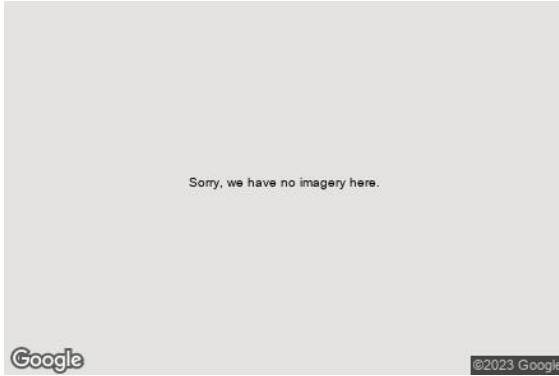
130.35 Hectares      322.10 Acres



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.

## 201 RD GUNDY

Area-Jurisdiction-Roll: 27-759-000783.000



**Total value** **\$47,108** <sup>[1]</sup>

2023 assessment as of July 1, 2022

Land \$36,508

Buildings \$10,600

Previous year value \$42,608

Land \$36,208

Buildings \$6,400

### Property information

Year built 1900

Description Farm Implement Building

Bedrooms

Baths

Carpports

Garages

Land size 318 Acres

First floor area

Second floor area

Basement finish area

Strata area

Building storeys

Gross leasable area

Net leasable area

No.of apartment units

### Legal description and parcel ID

PART N1/2, SECTION 13, TOWNSHIP 25, PEACE RIVER LAND DISTRICT

PID: 012-711-926

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

No sales history for the last 3 full calendar years

### Manufactured home

Width

Length

Total area

### Comments

Property has more than one structure; Property Details may be for multiple structures