



**NOTICE OF PUBLIC HEARING**  
THE MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26  
IN THE PROVINCE OF ALBERTA

**PROPOSED BYLAW NO. 1879**

**1:45 p.m., Wednesday, July 8, 2020**

**PURSUANT** to sections 230, 606, and 692 of the Municipal Government Act, Statutes of Alberta, Chapter M-26, 2000, as amended, the Council of the Municipal District of Willow Creek No. 26 in the Province of Alberta hereby gives notice of its intention to consider an application submitted by Koralta Agri-Business Inc. (Registered Owner: Robert Merluk) to amend Bylaw No. 1826, being the municipal Land Use Bylaw.

**THE PURPOSE** of the proposed land use bylaw amendment is to redesignate 2.01 ha (4.99 acres) of the following parcels of land:

- Block 1; Plan 8911073 (Ptn. SE 01-12-27-W4M)

(as shown on the map in Schedule A), from 'Rural General – RG' to 'Rural Agri Industrial – RAI'. The redesignation would accommodate a future development application proposing to use the parcel for test plots in conjunction with Pulse Cleaning Plant and future Protein Extraction Plant.

**THEREFORE, TAKE NOTICE THAT** a public hearing to contemplate the proposed land use bylaw amendment will be held in the Municipal District of Willow Creek No. 26 Council Chambers at **1:45 p.m., on the 8<sup>th</sup> day of July, 2020**.

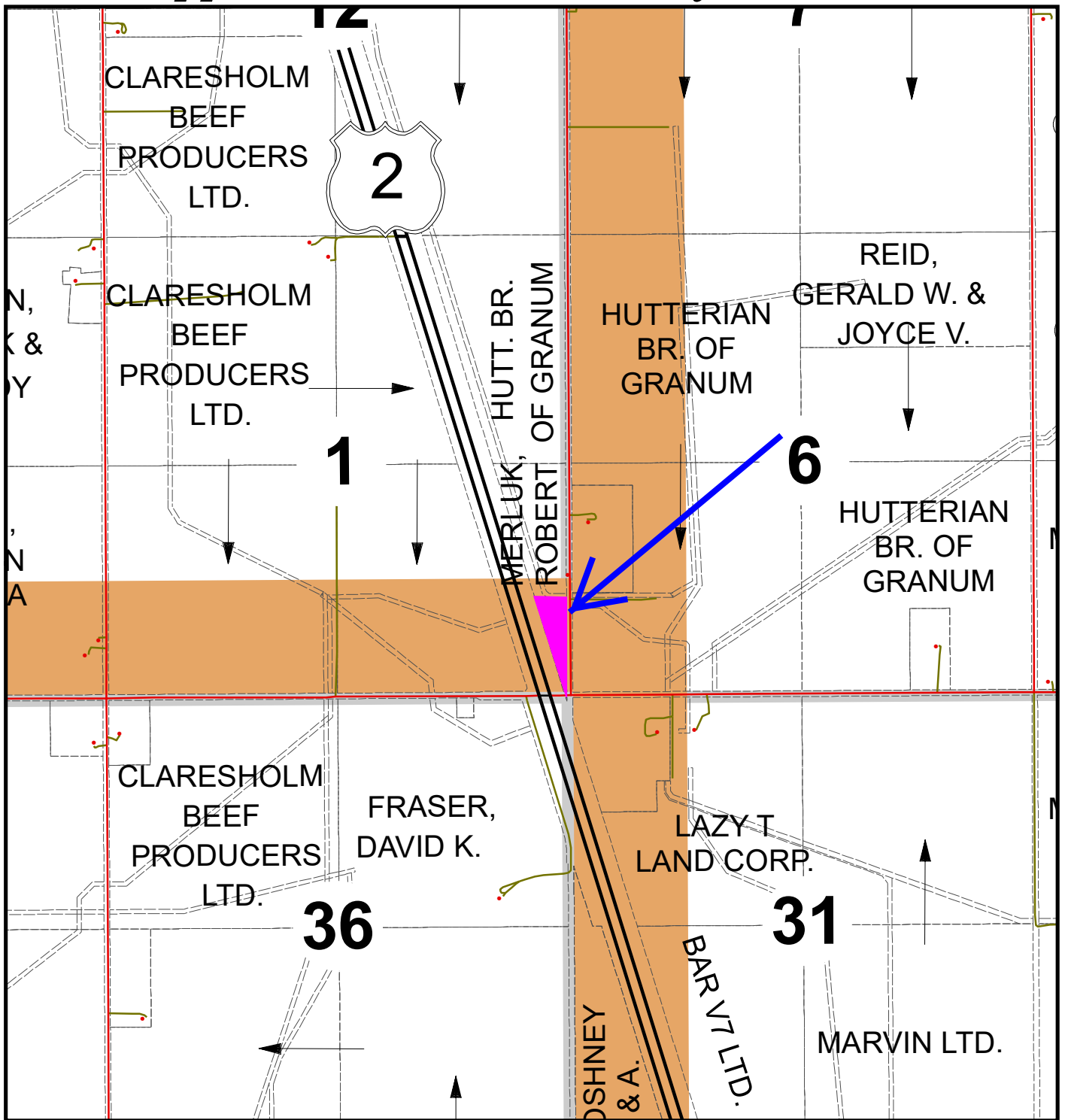
**AND FURTHER TAKE NOTICE THAT** documents relating to this matter may be viewed on the Municipal District's website. Written submissions must be submitted prior to the public hearing. Written submissions are to be forwarded to the Manager of Planning & Development Services at Box 550, Claresholm, Alberta, T0L 0T0 or via email at [development@mdwillowcreek.com](mailto:development@mdwillowcreek.com), **no later than 4:00 p.m. on the 3<sup>rd</sup> day of July, 2020**. Any information submitted will become available to the public and is subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIP).

DATED at the Town of Claresholm in the Province of Alberta this 18<sup>th</sup> day of June, 2020.

*Cindy Chisholm*  
Manager of Planning & Development  
MD of Willow Creek No. 26

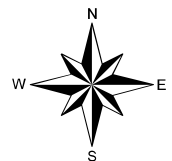
# LAND USE BYLAW AMENDMENT

## Application No. A-05-20 / Bylaw No. 1879



### ..... SCHEDULE 'A' .....

LAND USE BYLAW AMENDMENT FROM:  
'RURAL GENERAL-RG' to 'RURAL AGRI INDUSTRIAL-RAI  
BLOCK 1; PLAN 8911073 (PTN. SE 01-12-27-W4M) 4.99 ACRES



Date: JUNE 18, 2020

## Cindy Chisholm

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**From:** Leah Olsen <leah.olsen@gov.ab.ca>  
**Sent:** June 22, 2020 9:07 AM  
**To:** harold@wecal.com; ceo@koralta-agri.com  
**Cc:** Cindy Chisholm; Brenda Stockton; Derrick Krizsan; Rick Lemire; Darren S Davis; Leah Olsen  
**Subject:** FW: KorAlta Agri - New Project in M.D. of Willow Creek  
**Attachments:** KorAlta Site Layout\_000617.pdf; KorAlta Site Location\_000616.pdf; Roadside Development Application.pdf; Roadside Development Instructions.pdf; SE 1-12-27-W4M (2).pdf; Hwy 2 Claresholm Executive Summary.pdf; RE: KorAlta Agri - New Project in M.D. of Willow Creek

**Our File: 2511-SE 1-12-27-W4M (2)**

Good Morning Harold,

Thank you for your email and telephone call from last week.

A Roadside Development Permit Application from Alberta Transportation **will be required** for the proposed development (attached for your use).

Once you have it completed please email it to our office at [transdevelopmentlethbridge@gov.ab.ca](mailto:transdevelopmentlethbridge@gov.ab.ca)

When measuring setbacks on a four lane highway the measurement shall be from the center of travelling lanes closest to the development (not the center line between the four lanes) so in this case the measurement will be from the center of the north bound lanes. Also Alberta Transportation has right-of-way adjacent to Highway 2 (not CNR as shown) so the setback measurement needs to be taken from the east edge of the right-of-way. I have attached a drawing from Land Titles Office for your reference. There is also a pipeline right-of-way that needs to be taken into consideration for setback distances.

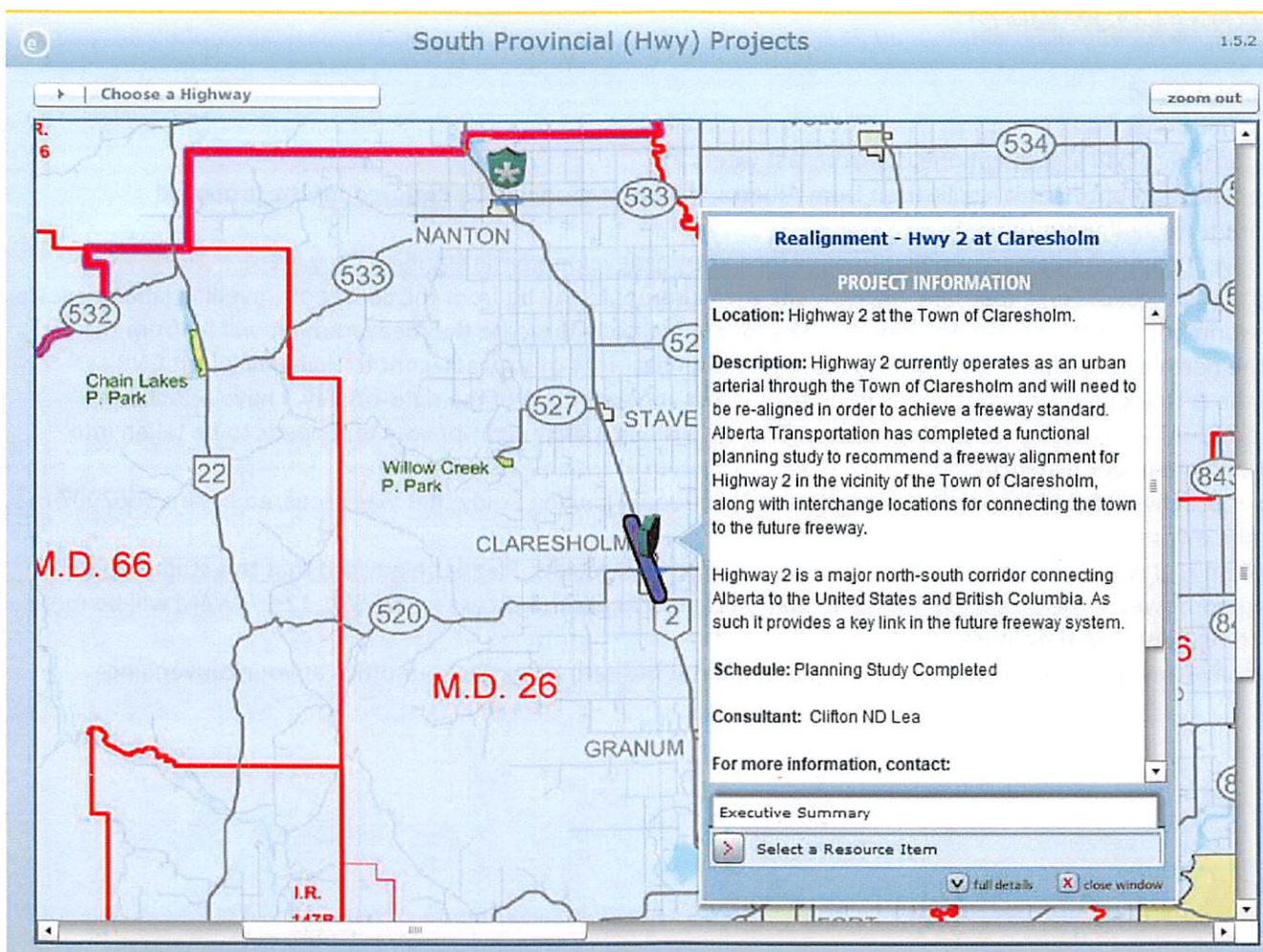
There also is a Highway 2:08 Claresholm Re-alignment Functional Planning Study that was prepared in January 2007 that you should be aware of.

Attached is the Highway 2 Claresholm Executive Summary for your review. Please be advised that this study has not been signed off however the proposed recommendation is most likely and access to the SE 1-12-27-W4M will be more circuitous to Highway 2 in the future.

Should you have any questions and/or concerns please do not hesitate to contact our office at your convenience.

Thank You,





*Please note with the*

*current COVID-19 issues I may not be able to respond to an email or phone call immediately, thank you for your understanding during this time.*

**Leah Olsen**  
Development/Planning Technologist  
Southern Region  
Construction and Maintenance Division

Tel 403-388-3105  
Cell 403-308-2601





Classification: Protected A

**From:** Harold Lissel <harold@wecal.com>  
**Sent:** Tuesday, June 02, 2020 7:11 AM  
**To:** Leah Olsen <leah.olsen@gov.ab.ca>  
**Cc:** Se Hong Park <ceo@koralta-agri.com>  
**Subject:** FW: KorAlta Agri - New Project in M.D. of Willow Creek

Hello Leah

I called your office yesterday and spoke with Jen Burns, and she referred me to you.

I am the project engineer for Koralta Agri (SeHong Park, CEO) and they are in the process of buying property in the M.D. (see location in the attached sketches). The project involves building a Lupin Cleaning Plant and a future protein extraction plant.

This property would be accessed on the East side from RR 270, approx. ¼ - ½ mile north of Township Road 120, I have not shown driveways at this point. No direct access from Highway 2 is required.

The questions I have are:

1. Is a permit from Alberta Transportation required?
2. What is the setback distance from the Highway centerline? We will be at least 120 meter from the highway centerline because of the Railway and pipeline ROW's.
3. We are preparing a more detailed site plan for the re-zoning application so I need to show the highway setback.

Thank you  
Harold

Harold Lissel, P.Eng.  
President  
Woods Edward Engineering Ltd., Calgary, AB  
403-813-7000

**THE MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26**

Box 550, Claresholm, AB T0L 0T0

Phone (403) 625-3351

Fax (403) 625-3886

www.mdwillowcreek.com

FOR OFFICE USE ONLY

Public Hearing July 8, 2020  
Proposed Bylaw No. 1879

**APPLICATION FOR A  
LAND USE BYLAW AMENDMENT**

**IMPORTANT:** This information may also be shared with appropriate government/other agencies (e.g. Alberta Agriculture, Food and Rural Development; Alberta Environment; the regional health authority), and may also be kept on file by those agencies. This information may also be used by and for any or all municipal programs and services. The application and related file contents will become available to the public and are subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIP). If you have any questions about the collection of this information, please contact The Municipal District of Willow Creek No. 26.

Application No. A-05-20

Fees Submitted: \$ 2,500.00

Site Inspection: June 25, 2020

**Form I**

APPLICANT: KORALTA AGRI-BUSINESS INC.

Telephone: \_\_\_\_\_

ADDRESS \_\_\_\_\_

Fax: \_\_\_\_\_

Bus/Cell: \_\_\_\_\_

REGISTERED OWNER: ROBERT MERLUK

Telephone \_\_\_\_\_

LEGAL DESCRIPTION: Lot(s) \_\_\_\_\_ Block \_\_\_\_\_ Plan \_\_\_\_\_

OR: Quarter SE Section 1 Township 12 Range 27 W 4 M  
Q SE S 1 T 12 R 27 W 4 (4.99Ac)  
PLAN 8911073 BLOCK 1

**PROPOSED AMENDMENT:**

From: RURAL GENERAL (RG)

To: RURAL AGRI INDUSTRIAL (RAI)

**APPLICANT'S SUBMISSION:** Please state your reasons for applying for this amendment and if applicable, supply details of future plans/development, complete with sketches that illustrate the proposal. Attaching separate sheets will be necessary.

REASON: TO CONSTRUCT A PULSE CLEANING PLANT  
AND FUTURE PROTEIN EXTRACTION PLANT  
SEPERATE SHEETS ATTACHED: GA1 (SITE PLAN),  
GA2 (GEN. ARRANGEMENT), GA3 (HAUL ROUTE), CVL1 (DRAINAGE PLAN)

**REGISTERED OWNER OR PERSON ACTING ON BEHALF OF:** I/we agree to the collection and sharing of this information contained in this application, and any other information that may be required to verify and evaluate this application as explained above. I have submitted particulars concerning the completion of the proposed development and agree to comply in all respects with any conditions that may be attached to any development permit that is issued and with any other bylaws that are applicable. I am aware I may be required to pay for all local improvement costs, which include drainage, sidewalks, road construction, street lighting, water and sewer main extensions, utility connection fees and installation costs at the present established rate.

I have read and understand the terms noted above and hereby apply for that described above and/or on the attached plans and specifications. I further certify the registered owner(s) of the land described above is aware of this application.

DATE: 11 JUN 2020

SIGNED: \_\_\_\_\_

Koralta Agri-Business Inc

Applicant(s)

To whom It May Concern;

June 7/2020

I, Robert Merluk, the owner of the lands listed below, give Koralta Agri-Business Inc. permission to apply for Re-zoning from Rural Ag to Rural Agricultural Industrial, and to also apply for a development Permit, at the buyers expense, on the lands;

SE-1-12-27-W4- Section 1- 21.46 Acres m/l

SE 1-12-27-W4- Plan 8911073- Block 1 - 4.99 Acres m/l

If the application dos not get approved, it will be the risk of the buyers

Signed; \_\_\_\_\_

Date: 6/8/2020 | 2:31:46 PM PDT

\_\_\_\_\_  
Robert Merluk





**WOODS EDWARD ENGINEERING LTD.**

June 15, 2020

File: KORALTA AGRI

M.D. Willow Creek  
Office of the Administrator  
#26, Highway 520 West  
Claresholm Industrial Area  
Box 550, Claresholm, AB T0L 0T0

RE: Koralta Agri-Business Inc. – Application for Land Use Bylaw Amendment from Rural General to Rural Agri Industrial

**TO WHOM IT MAY CONCERN:**

Woods Edward Engineering Ltd. has been retained by Koralta Agri-Business (purchaser) to prepare Documents and Drawings with respect to the Application.

Please see the attached application form and supporting documents and drawings:

**ATTACHMENTS:**

1. Application for a Land Use Bylaw Amendment
2. Preliminary Application for a Development Permit
3. Permission letter from the current registered owner (Robert Merluk)
4. Koralta Agri Business Plan
5. Waterwell Report from neighboring property
6. Certificate of Title – SE 1 12 27 W4, 21.46 Acres
7. Certificate of Title – SE 1 12 27 W4, Plan 8911073 Blk 1, 4.99 Acres
8. UROW 741 096 383
9. UROW 761 025 421
10. CAVEAT 051 177 706
11. UROW 951 012 380
12. Registered Plan 891 1073
13. Registered Plan 951 2367
14. Registered Plan 061 2166
15. Drawings as follows:
  - a. GA1 – General Arrangement – Site Plan – Overall View
  - b. GA2 – General Arrangement – North & South Site Plans
  - c. GA3 – General Arrangement – Site Plan – Haul Route
  - d. CVL1 – Site Plan – Drainage & Elevations

ENGINEERS NOTE: A preliminary geotechnical investigation is planned, but based on my review of data acquired from the waterwell report, the soils will be adequate for construction of buildings and storage bins as shown on the drawings.

Please feel free to call me to discuss at any time.

Thank you.

Harold Lissel, P.Eng.

President

Woods Edward Engineering Ltd.



## WOODS EDWARD ENGINEERING LTD.

Off

June 16, 2020

File: KORALTA Business Plan

M.D. Willow Creek  
Office of the Administrator  
#26, Highway 520 West  
Claresholm Industrial Area  
Box 550, Claresholm, AB T0L 0T0

### KORALTA AGRI-BUSINESS INC. – BUSINESS PLAN

RE: Koralta Agri-Business Inc. – Application for Land Use Bylaw Amendment from Rural General to Rural Agri Industrial

#### TO WHOM IT MAY CONCERN:

Woods Edward Engineering Ltd. has been retained by Koralta Agri-Business (purchaser) to prepare Documents and Drawings with respect to the Application.

#### A. PURPOSE:

- a. Phase I - To construct a Pulse Cleaning Plant, the main crop of which will be Blue and White Lupins, but will also include Lentils, Chickpeas, Yellow Peas, Faba Beans and others. The Cleaning Plant is required to maintain Quality Control internally. The market requirements for quality are very strict.
- b. Phase II – To construct a Protein Extraction Plant. The raw product will come from the Cleaning Plant. Extracted Protein will be bagged and marketed locally and in South Korea and Southeast Asia as well as North America.
- c. Marketing and Distribution methods are already in place with offices in Calgary, Seoul (South Korea) and Hanoi (Vietnam).

#### B. SUPPLY:

- a. The source of Pulses is mainly southern Alberta and Saskatchewan. Product will arrive in bulk by truck and be stored on site in hopper-bottom bins.
- b. The Product will be purchased direct from farmers, primarily under contract.
- c. Truck traffic will be 2-3 B-Trains per day.

#### C. CLEANING PLANT:

- a. Plant throughput will be 3-5 Tonnes per hour. Initially the plant will operate with 1 shift 6 days per week. In time, it is expected that 2 shifts will be used.
- b. Staffing for the Cleaning Plant will be 3 for operations and 3-4 for administration and office.



- c. The Cleaned Product will be shipped by bulk or bags to Market. Truck traffic will be 3-4 trucks per day.

**D. EXTRACTION PLANT (FUTURE)**

- a. The plant throughput will 3-5 tonnes per hour as well. The plant will operate with 2 shifts, 6 days per week.
- b. Staffing will be 5-6 in the process area. Office staff will be combined with the Cleaning Plant office staff for a total of 5-6.
- c. Product to feed the plant will come from the Cleaning Plant, therefore no additional in-coming trucks for product are required.
- d. The Extracted protein will be bagged and shipped by truck to market. The main by-product is starch and fibre. This will be mostly sold to livestock farmers in Western Canada, but be sold into Asian markets in pelleted form.

**E. UTILITIES:**

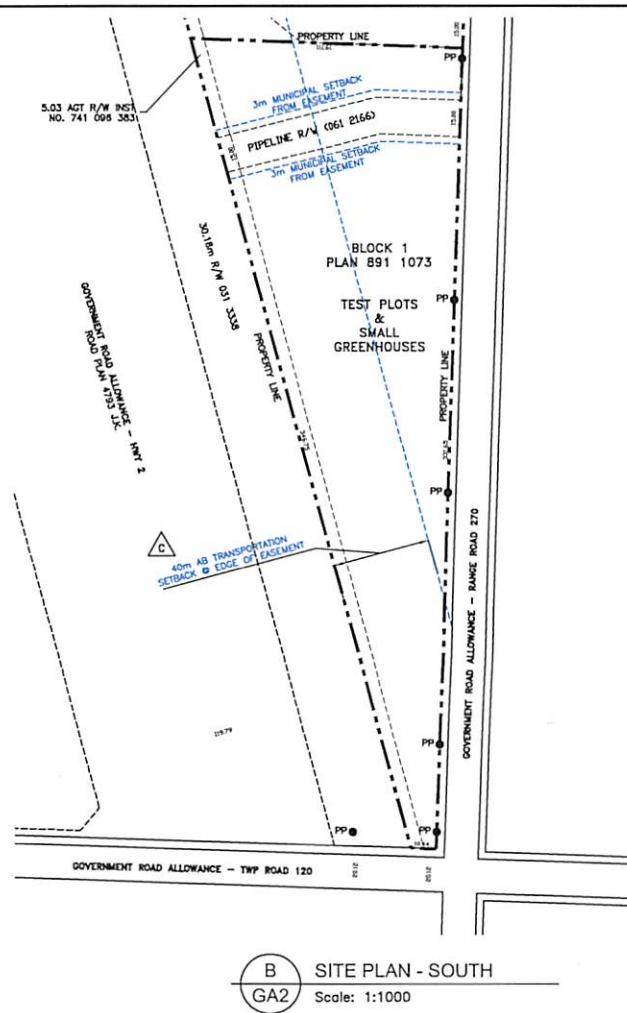
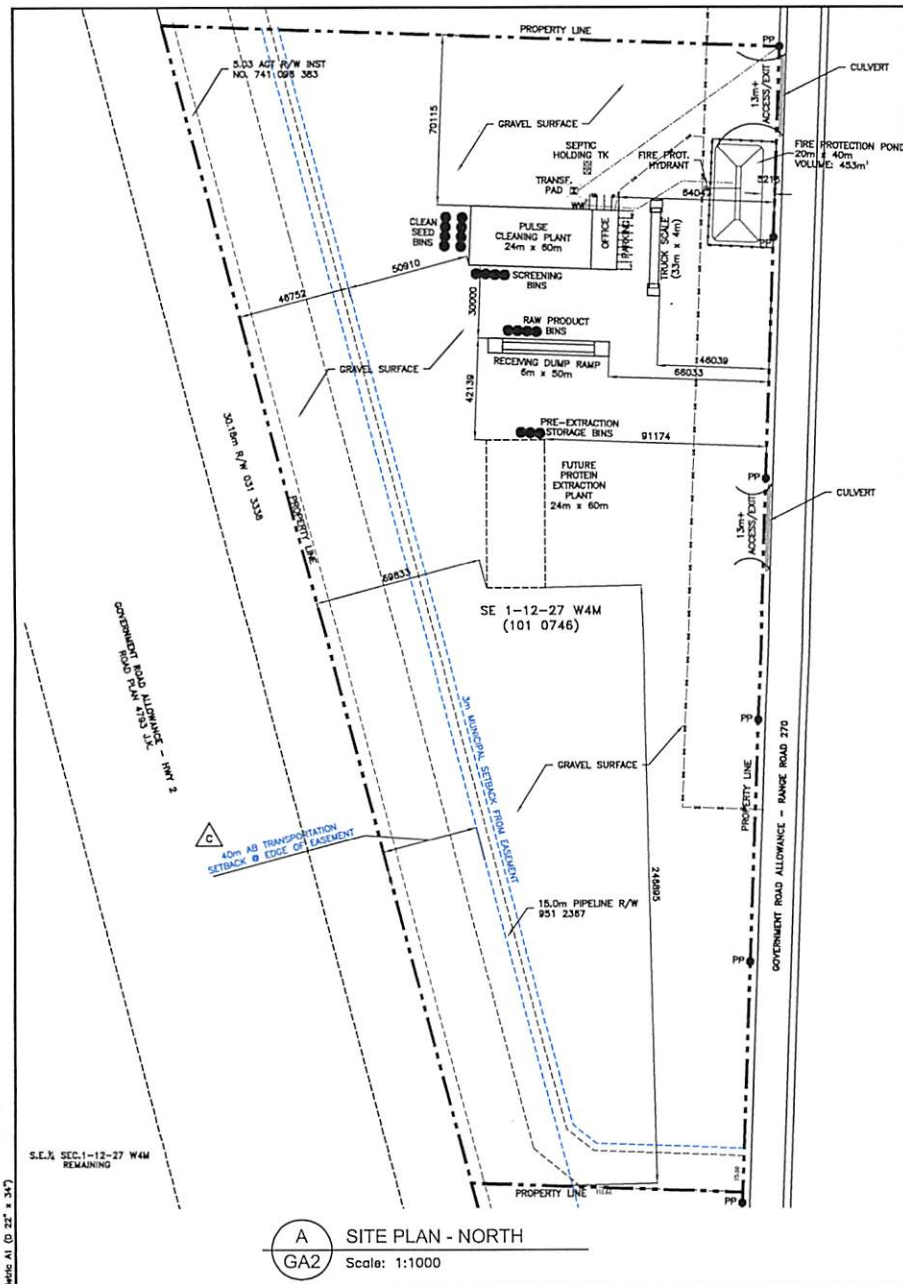
- a. Cleaning Plant
  - i. Water for domestic use will come from a new drilled well
  - ii. Sewer for domestic use will be by holding tank or septic field if approved.
  - iii. No water or sewer is required for the cleaning process.
  - iv. EQUUS power have been contacted and have confirmed that there is adequate power available from the existing transmission line on RR 270.
  - v. ATCO gas has been contacted and confirmed there is adequate gas for domestic use (office) available from the existing gas line along RR 270, which is located on this property.
  - vi. No road disturbances are required.
- b. Extraction Plant
  - i. Because the Extraction Plant requires more power and gas than is currently available, further investigation is required from the providers to determine feasibility of the proposed plant.

**F. SITE DEVELOPMENT:**

- a. Refer to the drawings for property lines, setbacks, and ROW's
- b. Alberta Highways have been contacted. The buildings will be beyond the 70-meter setback but within the 300-meter zone, and therefore a permit from Highways will need to be applied for.
- c. The site will be fenced for the protection of property and public. The Fire Water pond will be fenced off from the public as well as site personnel.
- d. Drainage is indicated on drawing CVL 1. The grade elevation data was acquired via Lidar imaging. Further topographic surveying will be performed in due course. Retention ponding has not been designed. If it is required by the M.D., it will be designed accordingly.
- e. Driveways and truck traffic information is described on drawing GA3.
- f. Landscaping and Signage will be constructed as per bylaws of the M.D. of Willow Creek.
- g. Parking is indicated on the drawings.

Please feel free to call me to discuss at any time.  
Thank you.

Harold Lissel, P.Eng.  
President  
Woods Edward Engineering Ltd.  
403-813-7000



**FIELD NOTES:**  
THE ENGINEER HAS BEEN INFORMED ONLY FOR PRELIMINARY INFORMATION TO THE CLIENT. THE ENGINEER HAS NOT BEEN RESPONSIBLE FOR THE DESIGN OF THE PROJECT TO THE CLIENT'S SATISFACTION.

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**PLANS EXAMINATION:**  
THE ENGINEER HAS BEEN INFORMED ONLY FOR PRELIMINARY INFORMATION TO THE CLIENT. THE ENGINEER HAS NOT BEEN RESPONSIBLE FOR THE DESIGN OF THE PROJECT TO THE CLIENT'S SATISFACTION.

**CONSTRUCTION:**  
ALL MATERIALS, METHODS AND WORKMANSHIP ARE THE PROPERTY OF THE ENGINEER. THE ENGINEER HAS BEEN INFORMED ONLY FOR PRELIMINARY INFORMATION TO THE CLIENT. THE ENGINEER HAS NOT BEEN RESPONSIBLE FOR THE DESIGN OF THE PROJECT TO THE CLIENT'S SATISFACTION.

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REVISIONS			
NO.	DESCRIPTION	DATE	BY
A	CLIENT DISCUSSION	JUNE 4, 2020	KJ
B	DESIGN FOR LAND USE CHANGE	JUNE 18, 2020	KJ
C	AB TRANSPORTATION SETBACK CHANGE	JUNE 22, 2020	KJ

**WE WOODS EDWARD ENGINEERING LTD.**  
Calgary • Medicine Hat • Rosthern

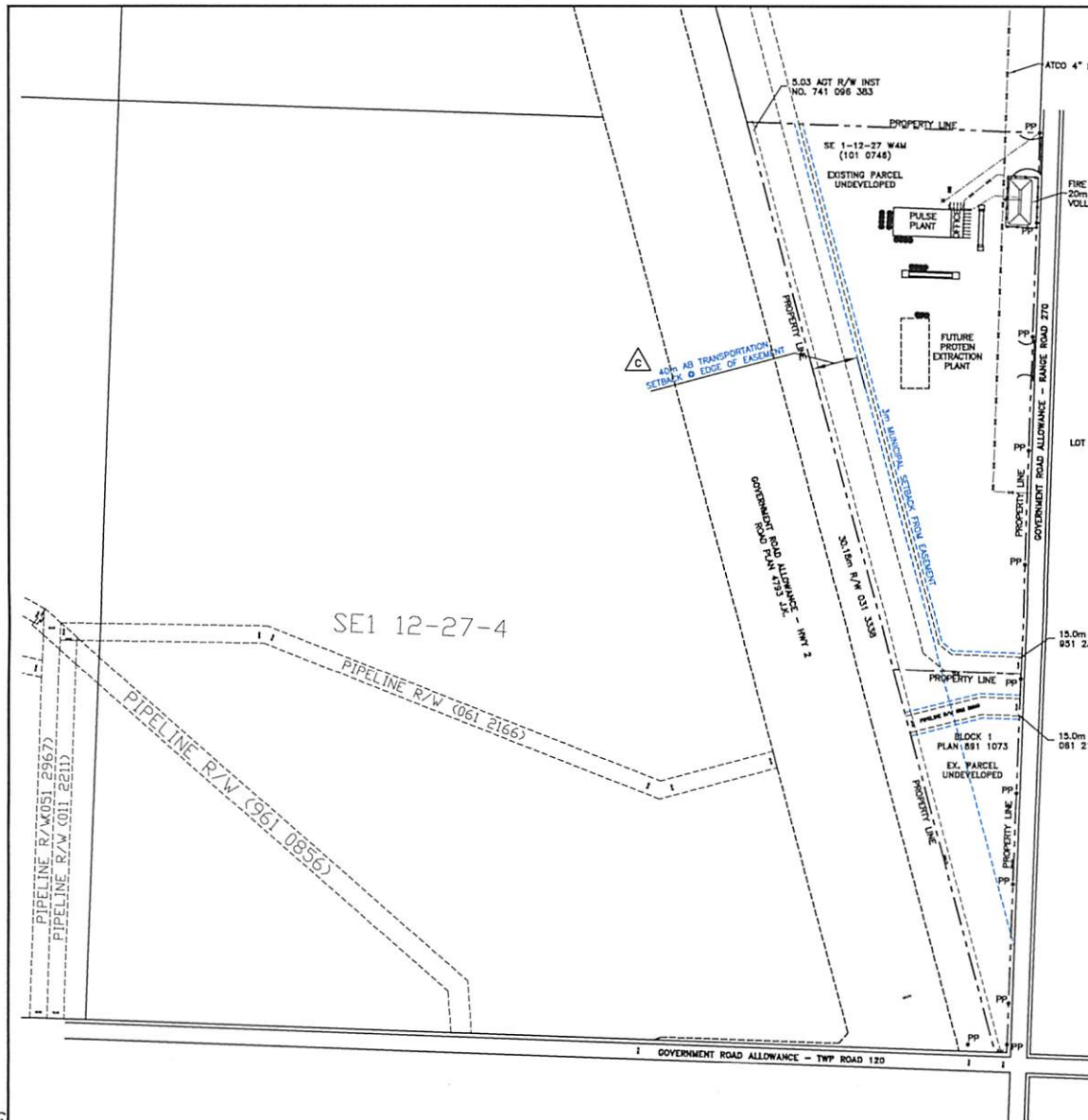
**CLIENT**  
KORALTA AGRI-BUSINESS INC.  
111A, 8855 McLeod Trail SW  
Calgary, Alberta

**PROJECT**  
PROPOSED PULSE CLEANING FACILITY  
SE 1-12-27 W4M  
MD of Willow Creek (Claresholm, Alberta)

**TITLE**  
GENERAL ARRANGEMENT  
NORTH & SOUTH SITE PLANS

SCALE: 1:1000	DATE: MAY 28, 2020	DRAWING NO. GA2
DESIGN BY: KJ	CHECKED BY:	REVISION: C
APP. BY:	APP. BY:	
PLOTTED:	COPIED:	





A OVERALL SITE PLAN  
GA1 Scale: 1:2000

#### BUILDING CLASSIFICATION - NATIONAL BUILDING CODE - AE 2019

BUILDING CLASSIFICATION: (3.2.2.76) - LUPIN CLEANING PLANT  
GROUP F2 MEDIUM HAZARD INDUSTRIAL  
EXEMPT FROM NATIONAL ENERGY CODE - UNHEATED PROCESS BUILDING  
NUMBER OF STOREYS: 1 STOREY w/ WORK PLATFORMS  
FLOOR AREA: 1,500m<sup>2</sup>  
CONSTRUCTION: NON-COMBUSTIBLE

#### BASIC CONSTRUCTION REQUIREMENTS:

- UN-SPRINKLERED
- 1 STOREY
- 1,500m<sup>2</sup> PERMITTED BLDG. AREA
- FACING 3 STREETS
- COMBUSTIBLE OR NON-COMBUSTIBLE CONSTRUCTION PERMITTED
- FLOOR ASSEMBLIES 45min FIRE-RESISTANCE RATING

BUILDING CLASSIFICATION: (3.2.2.76) - FUTURE EXTRACTION PLANT  
GROUP F2 MEDIUM HAZARD INDUSTRIAL  
NATIONAL ENERGY CODE 2015

NUMBER OF STOREYS: 1 STOREY w/ WORK PLATFORMS  
FLOOR AREA: 1,500m<sup>2</sup>  
CONSTRUCTION: NON-COMBUSTIBLE

#### BASIC CONSTRUCTION REQUIREMENTS:

- UN-SPRINKLERED
- 1 STOREY
- 1,500m<sup>2</sup> PERMITTED BLDG. AREA
- FACING 3 STREETS
- COMBUSTIBLE OR NON-COMBUSTIBLE CONSTRUCTION PERMITTED
- FLOOR ASSEMBLIES 45min FIRE-RESISTANCE RATING



**FIELD REVIEW:**  
THE DESIGNER HAS BEEN ADVISED THAT FOR PERIODS NOT SPECIFIED TO THE CONTRACT DOCUMENTS.

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#### SITE INFORMATION

LEGAL DESCRIPTION:	LOT 1; PLAN 891 1073	LSD: SE 01-12-27 W4M
MUNICIPALITY:	THE MUNICIPAL DISTRICT OF WILLOW CREEK No. 26	
LAND ZONING:	RG - RURAL GENERAL; AMENDMENT TO RA1 - RURAL AGRI INDUSTRIAL	
<b>REGULATION:</b>	<b>REQUIRED:</b>	<b>PROVIDED:</b>
LOT AREA:	64.75 Ha (160 Ac)	12.73 Ha (31.46 Ac)
MAIN FLOOR AREA:	N/A	1800 m <sup>2</sup> (19,375 ft <sup>2</sup> )
PARCEL COVERAGE:	AS PER AUTHORITY	1800 m <sup>2</sup> (19,375 ft <sup>2</sup> ) = 2%
BUILDING HEIGHT:	AS PER AUTHORITY	12m (40')
PROPERTY LINE SETBACK:	FRONT YARD - 6.1m (20')	FRONT YARD - 64m (210')
	SIDE YARD - 3.05m (10')	SIDE YARD - +70m (230')
	REAR YARD - 6.1m (20')	REAR YARD - +100m (328')
PARKING:	AS PER AUTHORITY	STAFF: 10 (3.05m x 6.1m)
	AS PER AUTHORITY	VISITORS: 2 (3.05m x 6.1m)
	AS PER AUTHORITY	HANDICAP: N/A
LOADING ZONE:	AS PER AHJ APPROVAL	N/A
LANDSCAPING:	AS PER AHJ APPROVAL	TBD

**WE WOODS EDWARD ENGINEERING LTD.**  
Calgary • Medicine Hat • Rosthern

**CLIENT**  
KORALTA AGRI-BUSINESS INC.  
111A, 8855 McLeod Trail SW  
Calgary, Alberta

**PROJECT**  
PROPOSED PULSE CLEANING FACILITY  
SE 1-12-27 W4M  
MD of Willow Creek (Cloverholm, Alberta)

**TITLE**  
GENERAL ARRANGEMENT  
SITE PLAN - OVERALL VIEW

**SCALE**  
1:2000  
**DATE**  
MAY 28, 2020  
**DRAWING NO.**  
GA1  
**DESIGNED BY**  
KJ  
**CHECKED BY**  
KJ  
**DATE**  
MAY 28, 2020  
**REVISION:**  
C

**PLANNED:**  
**COPIED:**



[illegible]

**CLIENT**  
KORALTA AGRI-BUSINESS INC.  
111A, 8855 McLeod Trail SW  
Calgary, Alberta

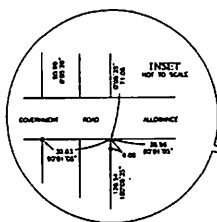
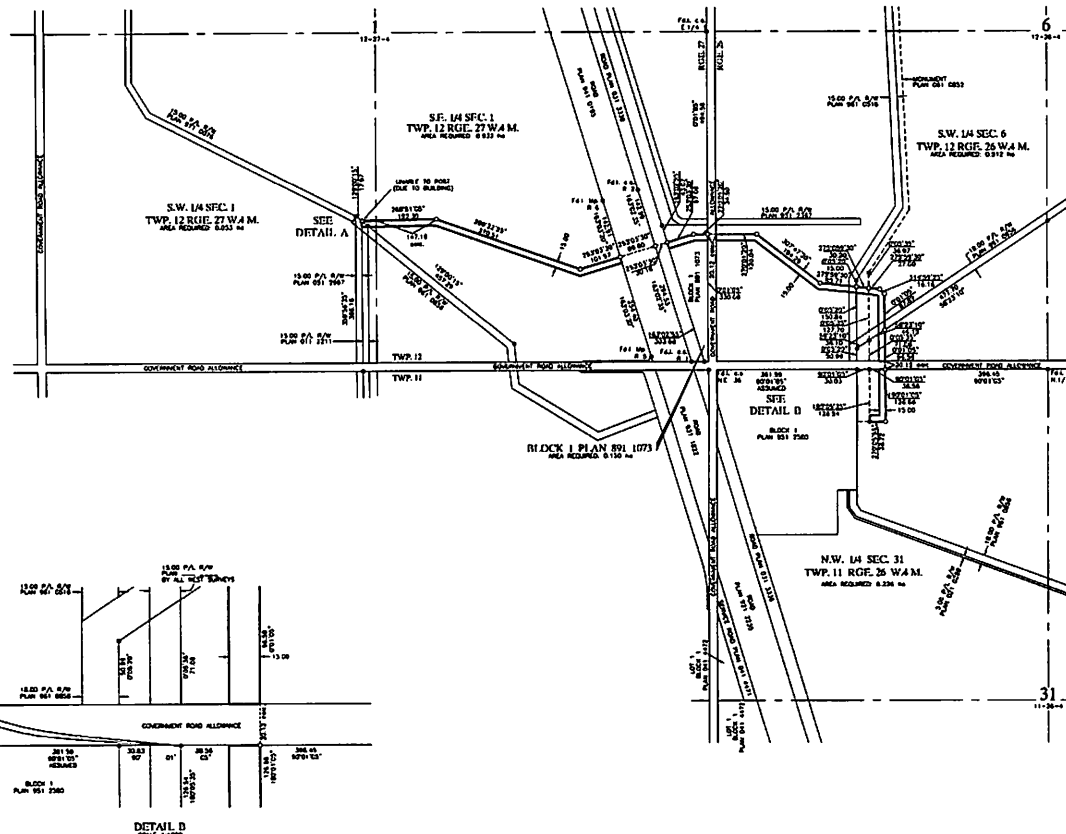
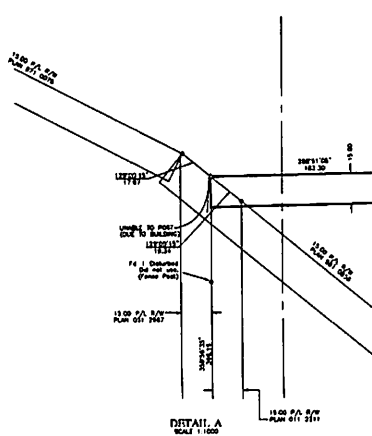
**PROJECT**  
PROPOSED PULSE CLEANING FACILITY  
SE 1-12-27 W4M  
MD of Willow Creek (Claresholm, Alberta)

**TITLE**  
CIVIL  
SITE PLAN - DRAINAGE & ELEVATIONS

SCALE 1:2000	DATE MAY 28, 2020	DRAWING NO. <b>CVL1</b>
DRAWN BY KJ	CHECKED BY	
JOB #	DWG.	REVISION: C
PLOTTED:	COPED:	

EXISTING ELEVATIONS  
 Scale: 1:2000





LAND TILES OFFICE

PLAN No: 061 2166

ENTERED AND REGISTERED  
ON June 23, 2006

INSTRUMENT No: 061 251 911

Ad. Registrar  
A.D. REGISTRAR

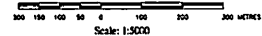
**LEGEND**

Statutory Iron Posts found shown thus \_\_\_\_\_  
 Statutory Iron Posts planted shown thus \_\_\_\_\_  
 Iron Posts planted named thus \_\_\_\_\_  
 Area to be registered is outlined thus \_\_\_\_\_  
 Temporary Field shown thus \_\_\_\_\_  
 Drainage ditches are as noted and shown thus \_\_\_\_\_  
 Iron Posts planted and found are shown thus unless otherwise shown.  
 Survey completed by GPS and all measurements shown are those measured

6  
 U  
 P162  
 A

LEGEND OF ABBREVIATIONS:

CONF.	_____	CALCULATED	Wp.	_____	WATER POST
C.C.	_____	COUNTERSUNK	N.	_____	NORTH
E	_____	EAST	P/L	_____	PIPELINE
FG	_____	FOUND	R/O	_____	RAVINE
OPS	_____	GLOBAL POSITIONING SYSTEM	Re-set	_____	RE-ESTABLISHED
I	_____	LECTURES	R/W	_____	RANGE OF VIEW
M	_____	STATUTORY BRON POST	SOUTH	_____	SOUTH
	_____	MOUND OR MOUND	SEC.	_____	SECTION
	_____		TOWNSHIP	_____	TOWNSHIP



**SURVEYOR**  
NAME: JEFFREY S. GIBSON, A.L.S.

NAME: JEFFREY S. GIBSON, AKA  
 DATES OF SURVEY: On the date of March 5 and March 6, 2000



APACHE CANADA LTD.

PLAN SHOWING SURVEY OF  
PIPELINE RIGHT OF WAY  
IN  
BLOCK 1 PLAN 891 1073 (WITHIN S.E. 1/4 SEC. 1)  
& S. 1/2 SEC. 1 TWP. 12 RGE. 27 W.4 M.

S.W. 1/4 SEC. 6 TWP. 12 RGE. 26 W.4 M.

N.W. 1/4 SEC. 31 TWP. 11 RGE. 26 W.4 M.

M.D. of WILLOW CREEK No. 26  
ALBERTA 2005

JEFFREY S. GIBSON  
A.S.

**Caltech Surveys Ltd.**  
POB. 110 - 12th AVE. S.W.  
CALGARY, ALBERTA T2N 0G7  
PHONE: 263-8000 FAX 263-8000

DATE: MAY 8, 2004
FILE NAME: 05-0753.D1.D
JOB NO: 05-0753-1

PC, D

Charles W. C.

ORDERED BY:

APACHE FILE # A003012

8911073

OLDMAN RIVER REGIONAL  
PLANNING COMMISSION

OLDMAN RIVER REGIONAL PLANNING COMMISSION

APPROVED *[Signature]*  
By: 0.11 July 26: 1989

By: 672-W-88/89

LAND TITLES OFFICE



8911073

AUG 02 1989

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the South Alberta Land Registration District at Calgary.

*[Signature]*  
89-1 149960

M.D. OF WILLOW CREEK, NO. 26

PLAN OF SURVEY

SHOWING

SUBDIVISION

OF

PORTION OF

S.E. 1/4 SEC. 1, TWP. 12, RGE. 27, W.4th M.

ALBERTA

BY J.J. MATTHYSSEN, A.L.S., 1989

SCALE: 1:5000



LEGEND:

ALL DISTANCES ARE IN METRES  
STANDARD HIGH POSTS ARE SHOWN THUS: FOUND PLANTED (STAMPED POST)  
AREA TO BE REGISTERED BY THIS PLAN IS SHADOWNED THUS: AND CONTAINS 2.074 HECTARES.

SURVEYOR'S AFFIDAVIT

I, JOHN A. MATTHYSSEN, of the CITY OF CALGARY, ALBERTA LAND SURVEYOR  
MAKE OATH AND SAY:  
1. THAT THE SURVEY REPRESENTED BY THIS PLAN WAS MADE UNDER MY PERSONAL SUPERVISION,  
2. THAT THE SURVEY WAS MADE IN ACCORDANCE WITH GOOD SURVEYING PRACTICES AND IN  
ACCORDANCE WITH THE PROVISIONS OF THE SURVEY ACT, AND  
3. THAT THE SURVEY WAS PERFORMED ON THE DATE OF MAY 5 NO. 1989  
AND THAT THIS PLAN IS TRUE AND CORRECT AND IS PREPARED IN ACCORDANCE  
WITH THE PROVISIONS OF THE LAND TITLES ACT.

SWORN BEFORE ME AT THE CITY OF CALGARY  
IN THE PROVINCE OF ALBERTA THIS 29th DAY  
OF MAY, 1989.

*[Signature]* CHERYL DALLIE  
A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA.



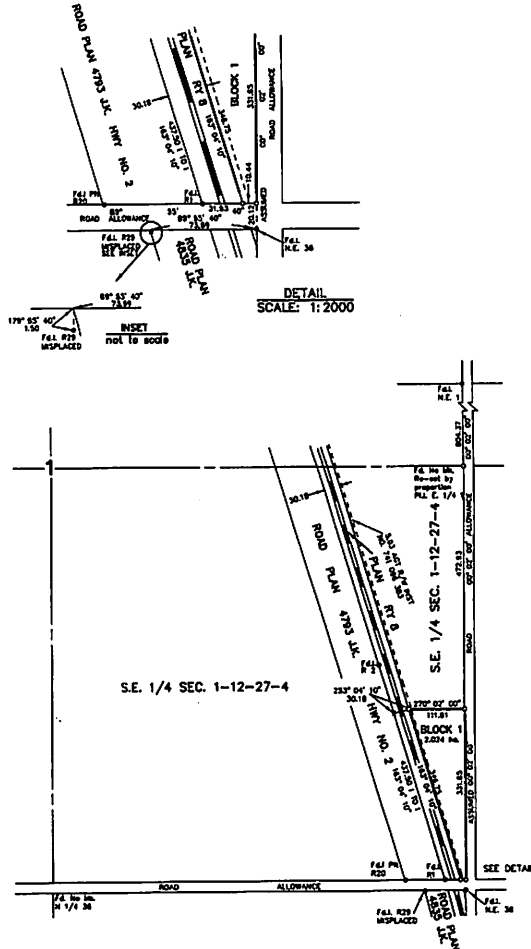
MORKIN FARMS LTD.

OWNER: AS TO C. OF T. NO. 88/221 963 E

*[Signature]*  
SEAL

S.M. LOEPPEY & ASSOCIATES LTD.  
ALBERTA LAND SURVEYORS  
4103 CENTRE STREET NORTH  
CALGARY, ALBERTA T2E 2Y6  
278-9078 FAX 5847-88

8911073



8911073

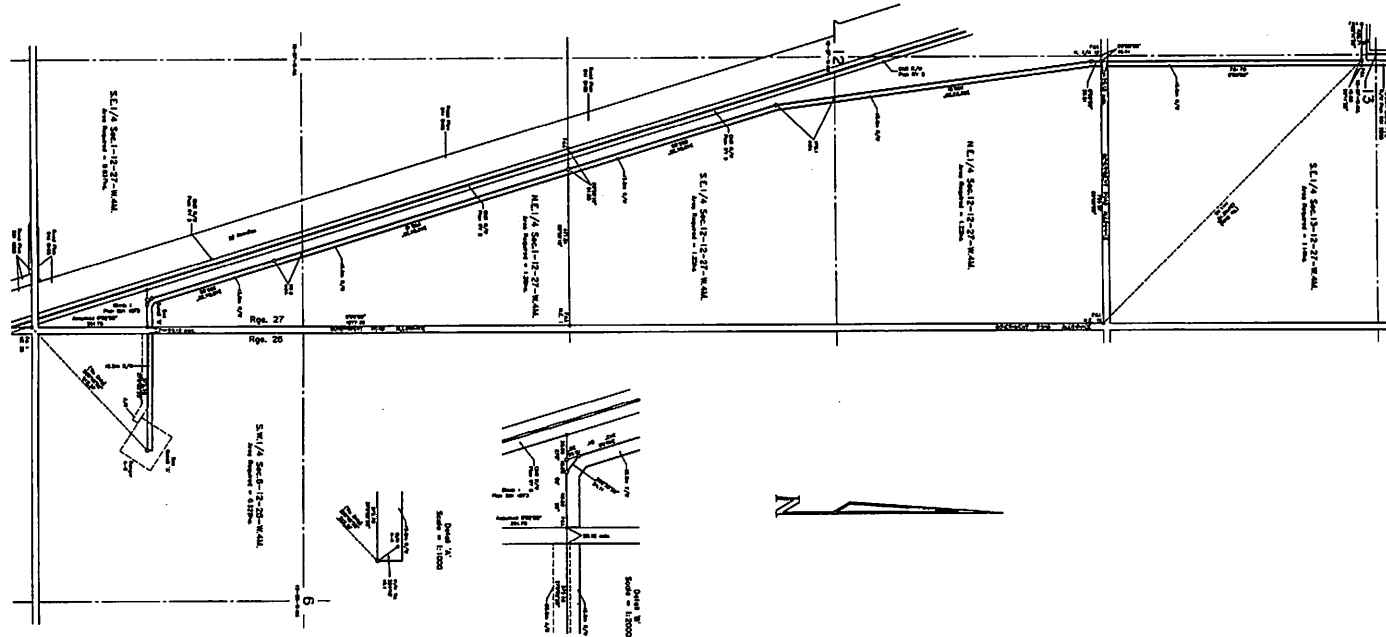
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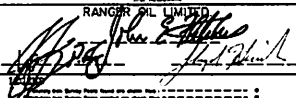

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1801980

9512367



9512367

SOUTH ALBERTA LAND REGISTRATION DISTRICT	
PLAN NO. <b>9512367</b>	
ENTERED AND REGISTERED ON <b>SEP 17 2001</b>	
INSTRUMENT NO. <b>95188882</b>	
BY SURVEYOR <b>ROY J. WILKINS</b>	
	
<b>RANGER OIL LIMITED</b> 	
I, the undersigned, being a duly qualified and licensed Surveyor under the provisions of the Survey Act, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office, and that the same has been duly examined and found to be correct.	
<b>AFFIDAVIT</b> I, the undersigned, being a duly qualified and licensed Surveyor under the provisions of the Survey Act, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office, and that the same has been duly examined and found to be correct.	
	
<b>RANGER OIL LIMITED</b> PLAN OF SURVEY OF PIPELINE RIGHT-OF-WAY IN S.W. 1/4 Sec. 8 Twp. 12 Rge. 26 W. 4M., E. 1/2 Sec. 1, E. 1/2 Sec. 12, & S.E. 1/4 Sec. 13 Twp. 12 Rge. 27 W. 4M. M.D. OF WILLOW CREEK No. 26 A L B E R T A	
ROY J. WILKINS A.L.S. 1994	
SCALE 1 : 5000	& STUART ENGINEERING & SURVEYING LTD. 401, 402 - 121A AVENUE S.W. CALGARY, ALBERTA T2P 1A7 PHONE (403) 254-0068

 25/12/01  
 25/12/01 17:00:00

**THE MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26**

Box 550, Claresholm, AB T0L 0T0

Phone (403) 625-3351

Fax (403) 625-3886

www.mdwillowcreek.com

FOR OFFICE USE ONLY

**(APPLICATION FOR A DEVELOPMENT PERMIT  
PRELIMINARY)**

**IMPORTANT:** This information may also be shared with appropriate government/other agencies (e.g. Alberta Agriculture, Food and Rural Development; Alberta Environment; the regional health authority), and may also be kept on file by those agencies. This information may also be used by and for any or all municipal programs and services. The application and related file contents will become available to the public and are subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIP). If you have any questions about the collection of this information, please contact The Municipal District of Willow Creek No. 26.

Application No. \_\_\_\_\_

Fees Submitted: \$ \_\_\_\_\_

Site Inspection: \_\_\_\_\_

**Form A**

**APPLICANT:** KORALTA AGRI-BUSINESS INC.

Telephone \_\_\_\_\_

**ADDRESS**

Fax: \_\_\_\_\_

**MUNICIPAL ADDRESS:** UNASSIGNED

Bus/Cell \_\_\_\_\_

**REGISTERED OWNER:** ROBERT MERLUK.

Telephone: \_\_\_\_\_

**LEGAL DESCRIPTION:** Lot(s) \_\_\_\_\_ Block 1 Plan 8911073 4.99 acres

**OR** Quarter SE Section 1 Township 12 Range 27 W 4 M

**EXISTING USE:** FARM LAND (RURAL AGRI) PLAN 8911073 BLK 1

**PROPOSED USE:** RURAL AGRI INDUSTRIAL - PULSE CLEANING + FUTURE PROTEIN EXTRA.

**PARTICULARS OF PROPOSED DEVELOPMENT:** TO CONSTRUCT A PULSE CLEANING PLANT AND FUTURE PROTEIN EXTRACTION PLANT.

- THIS FORM IS PART OF APPLICATION FOR LAND USE AMENDMENT

- PLEASE SEE ATTACHED DOCUMENTS AND DRAWINGS

Additional information or clarification can be helpful in processing the application without delay. You may wish to use the back of this form, or attach a separate sheet with such information. Please fill out the Right of Entry authorization on reverse.

**REGISTERED OWNER OR PERSON ACTING ON BEHALF OF:**

I/we agree to the collection and sharing of this information contained in this application, and any other information may be required to verify and evaluate this application as explained above. I have submitted particulars concerning the completion of the proposed development and agree to comply in all respects with any conditions that may be attached to any development permit that is issued and with any other bylaws that are applicable. I am aware I may be required to pay for all local improvement costs, which include drainage, sidewalks, road construction, street lighting, water and sewer main extensions, utility connection fees and installation costs at the present established rate.

I have read and understand the terms noted on the reverse side of this form and hereby apply for permission to carry out the development described above and/or on the attached plans and specifications. I further certify the registered owner(s) of the land described above is aware of this application.

**DATE:** 11 JUN 2020

**SIGNED:** \_\_\_\_\_

Applicant

Koralta Agri-Business Inc

**IMPORTANT: See Over**



## WOODS EDWARD ENGINEERING LTD.

June 16, 2020

File: KORALTA Business Plan

M.D. Willow Creek  
Office of the Administrator  
#26, Highway 520 West  
Claresholm Industrial Area  
Box 550, Claresholm, AB T0L 0T0

### KORALTA AGRI-BUSINESS INC. – BUSINESS PLAN

RE: Koralta Agri-Business Inc. – Application for Land Use Bylaw Amendment from Rural General to Rural Agri Industrial

#### TO WHOM IT MAY CONCERN:

Woods Edward Engineering Ltd. has been retained by Koralta Agri-Business (purchaser) to prepare Documents and Drawings with respect to the Application.

#### A. PURPOSE:

- a. Phase I - To construct a Pulse Cleaning Plant, the main crop of which will be Blue and White Lupins, but will also include Lentils, Chickpeas, Yellow Peas, Faba Beans and others. The Cleaning Plant is required to maintain Quality Control internally. The market requirements for quality are very strict.
- b. Phase II – To construct a Protein Extraction Plant. The raw product will come from the Cleaning Plant. Extracted Protein will be bagged and marketed locally and in South Korea and Southeast Asia as well as North America.
- c. Marketing and Distribution methods are already in place with offices in Calgary, Seoul (South Korea) and Hanoi (Vietnam).

#### B. SUPPLY:

- a. The source of Pulses is mainly southern Alberta and Saskatchewan. Product will arrive in bulk by truck and be stored on site in hopper-bottom bins.
- b. The Product will be purchased direct from farmers, primarily under contract.
- c. Truck traffic will be 2-3 B-Trains per day.

#### C. CLEANING PLANT:

- a. Plant throughput will be 3-5 Tonnes per hour. Initially the plant will operate with 1 shift 6 days per week. In time, it is expected that 2 shifts will be used.
- b. Staffing for the Cleaning Plant will be 3 for operations and 3-4 for administration and office.

- c. The Cleaned Product will be shipped by bulk or bags to Market. Truck traffic will be 3-4 trucks per day.

#### D. EXTRACTION PLANT (FUTURE)

- a. The plant throughput will 3-5 tonnes per hour as well. The plant will operate with 2 shifts, 6 days per week.
- b. Staffing will be 5-6 in the process area. Office staff will be combined with the Cleaning Plant office staff for a total of 5-6.
- c. Product to feed the plant will come from the Cleaning Plant, therefore no additional in-coming trucks for product are required.
- d. The Extracted protein will be bagged and shipped by truck to market. The main by-product is starch and fibre. This will be mostly sold to livestock farmers in Western Canada, but be sold into Asian markets in pelleted form.

#### E. UTILITIES:

- a. Cleaning Plant
  - i. Water for domestic use will come from a new drilled well
  - ii. Sewer for domestic use will be by holding tank or septic field if approved.
  - iii. No water or sewer is required for the cleaning process.
  - iv. EQUUS power have been contacted and have confirmed that there is adequate power available from the existing transmission line on RR 270.
  - v. ATCO gas has been contacted and confirmed there is adequate gas for domestic use (office) available from the existing gas line along RR 270, which is located on this property.
  - vi. No road disturbances are required.
- b. Extraction Plant
  - i. Because the Extraction Plant requires more power and gas than is currently available, further investigation is required from the providers to determine feasibility of the proposed plant.

#### F. SITE DEVELOPMENT:

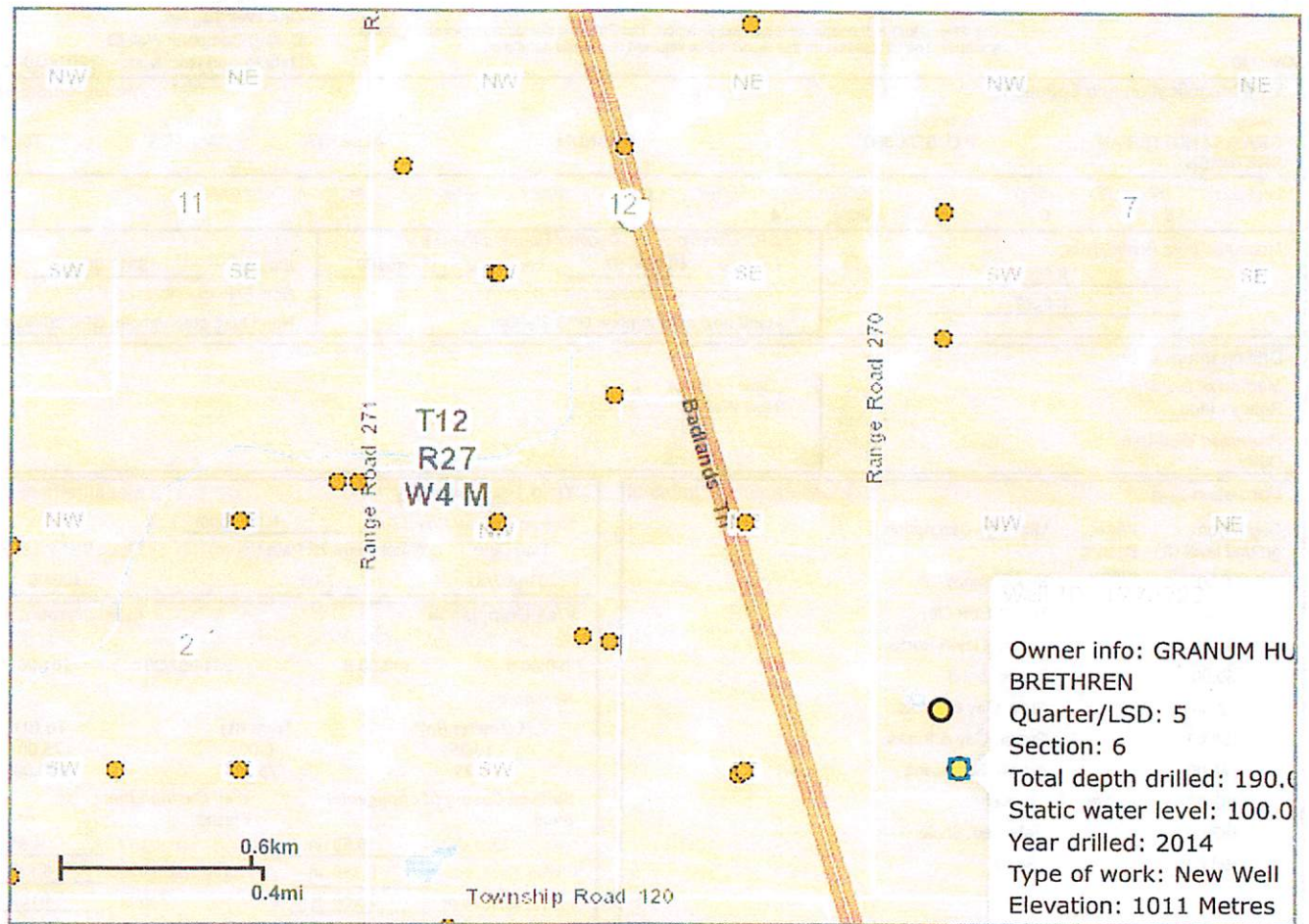
- a. Refer to the drawings for property lines, setbacks, and ROW's
- b. Alberta Highways have been contacted. The buildings will be beyond the 70-meter setback but within the 300-meter zone, and therefore a permit from Highways will need to be applied for.
- c. The site will be fenced for the protection of property and public. The Fire Water pond will be fenced off from the public as well as site personnel.
- d. Drainage is indicated on drawing CVL 1. The grade elevation data was acquired via Lidar imaging. Further topographic surveying will be performed in due course. Retention ponding has not been designed. If it is required by the M.D., it will be designed accordingly.
- e. Driveways and truck traffic information is described on drawing GA3.
- f. Landscaping and Signage will be constructed as per bylaws of the M.D. of Willow Creek.
- g. Parking is indicated on the drawings.



Please feel free to call me to discuss at any time.  
Thank you.

Harold Lissel, P.Eng.  
President  
Woods Edward Engineering Ltd.  
403-813-7000

---



### Alberta Water Well Information Database Map

#### Projection

Web Mercator (Auxillary Sphere)

#### Datum

WGS 84

#### Date

5/19/2020, 7:05:14 PM

#### Legend

- Groundwater Drilling Report
- ◆ Baseline Water Well Report

<http://groundwater.alberta.ca/WaterWells/d/>

Information as depicted is subject to change, therefore the Government of Alberta assumes no responsibility for discrepancies at time of use.

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# Water Well Drilling Report

[View in Metric](#) [Export to Excel](#)

GIC Well ID 1770223  
GoA Well Tag No.  
Drilling Company Well ID  
Date Report Received 2014/10/02

GOWN ID

The driller supplies the data contained in this report. The Province disclaims responsibility for its accuracy. The information on this report will be retained in a public database.

Well Identification and Location										Measurement in Imperial		
Owner Name		Address			Town		Province		Country		Postal Code	
GRANUM HUTTERIAN BRETHREN												
Location	1/4 or LSD	SEC	TWP	RGE	W of MER	Lot	Block	Plan	Additional Description			
5		6	12	26	4							
Measured from Boundary of				GPS Coordinates in Decimal Degrees (NAD 83)				Elevation				
ft from				Latitude 49.964767 Longitude -113.546100				3317.00 ft				
ft from				How Location Obtained				How Elevation Obtained				
				Hand held autonomous GPS 20-30m				Hand held autonomous GPS 20-30m				

Drilling Information	
Method of Drilling	Type of Work
Rotary - Mud	New Well
Proposed Well Use	
Other	

Formation Log			Measurement in Imperial		
Depth from ground level (ft)	Water Bearing	Lithology Description			
6.00		Brown Sandy Till			
40.00		Brown Firm Clay			
58.00		Green Clay & Rocks			
60.00		Brown Sand			
62.00		Gray Clay & Rocks			
158.00		Green Clay & Rocks			
174.00		Brown Sandstone			
183.00	Yes	Gravel			
187.00		Light Red Shale			
190.00		Shale			

Yield Test Summary			Measurement in Imperial		
Recommended Pump Rate	6.00 igpm				
Test Date	Water Removal Rate (igpm)	Static Water Level (ft)			
2014/07/31	7.00	100.00			

Well Completion				Measurement in Imperial	
Total Depth Drilled	Finished Well Depth	Start Date	End Date		
190.00 ft	190.00 ft	2014/07/25	2014/07/31		

Borehole		
Diameter (in)	From (ft)	To (ft)
10.25	0.00	75.00
6.25	75.00	190.00

Surface Casing (if applicable)		Well Casing/Liner	
Steel	Plastic		
Size OD :	6.63 in	Size OD :	4.94 in
Wall Thickness :	0.188 in	Wall Thickness :	0.188 in
Bottom at :	78.50 ft	Top at :	10.00 ft
		Bottom at :	170.00 ft

Perforations				
From (ft)	To (ft)	Diameter or Slot Width(in)	Slot Length (in)	Hole or Slot Interval(in)

Perforated by

Annular Seal		Bentonite Chips/Tablets	
Placed from	0.00 ft	to	75.00 ft
Amount			

Other Seals

Type	At (ft)

Screen Type		Plastic	
Size OD :	4.94 in		
From (ft)	To (ft)	Slot Size (in)	
170.00	190.00	0.020	
Attachment Attached To Casing			
Top Fittings		Bottom Fittings Plug	

Pack	
Type	Artificial
Amount	400.00 Pounds
Grain Size	10/20

Contractor Certification	
Name of Journeyman responsible for drilling/construction of well	Certification No
DAN UHL	8361Q
Company Name	Copy of Well report provided to owner
UHL DRILLING LTD.	Yes
	Date approval holder signed
	2014/08/01





# Water Well Drilling Report

[View in Metric](#) [Export to Excel](#)

GIC Well ID 1770223  
GoA Well Tag No.  
Drilling Company Well ID  
Date Report Received 2014/10/02

GOWN ID

The driller supplies the data contained in this report. The Province disclaims responsibility for its accuracy. The information on this report will be retained in a public database.

<b>Well Identification and Location</b>										<b>Measurement in Imperial</b>	
<b>Owner Name</b> GRANUM HUTTERIAN BRETHREN		<b>Address</b>		<b>Town</b>		<b>Province</b>		<b>Country</b>		<b>Postal Code</b>	
<b>Location</b>	<b>1/4 or LSD</b>	<b>SEC</b>	<b>TWP</b>	<b>RGE</b>	<b>W of MER</b>	<b>Lot</b>	<b>Block</b>	<b>Plan</b>	<b>Additional Description</b>		
5		6	12	26	4						
<b>Measured from Boundary of</b>				<b>GPS Coordinates in Decimal Degrees (NAD 83)</b>				<b>Elevation</b>			
ft from				Latitude 49.964767 Longitude -113.546100				3317.00 ft			
ft from				How Location Obtained				How Elevation Obtained			
				Hand held autonomous GPS 20-30m				Hand held autonomous GPS 20-30m			
<b>Additional Information</b>										<b>Measurement in Imperial</b>	
Distance From Top of Casing to Ground Level 18.00 in											
Is Artesian Flow										Is Flow Control Installed	
Rate igpm										Describe	
Recommended Pump Rate 6.00 igpm										Pump Installed	
Recommended Pump Intake Depth (From TOC) 125.00 ft										Depth ft	
Type										Make	
										H.P.	
										Model (Output Rating)	
Did you Encounter Saline Water (>4000 ppm TDS)										Depth ft	
Gas										Well Disinfected Upon Completion Yes	
Depth ft										Geophysical Log Taken	
										Submitted to ESRD	
Additional Comments on Well										Sample Collected for Potability Yes	
										Submitted to ESRD	
PROPOSED WELL USE; HOUSEHOLD & SOY BEAN PLANT BATH ROOMS. RECOMMENDED PUMP RATE: 6 OR 7 IGPM. DRILLER REPORTS TDS 505.											

<b>Yield Test</b>			<b>Taken From Ground Level</b>		<b>Measurement in Imperial</b>	
			<b>Depth to water level</b>			
<b>Test Date</b>	<b>Start Time</b>	<b>Static Water Level</b>	<b>Pumping (ft)</b>	<b>Elapsed Time</b>	<b>Recovery (ft)</b>	
2014/07/31	10:00 AM	100.00 ft		Minutes:Sec		
<b>Method of Water Removal</b>			100.00	0:00	104.67	
Type Pump			103.00	1:00	101.00	
Removal Rate 7.00 igpm				2:00	100.75	
Depth Withdrawn From 125.00 ft				3:00	100.42	
			103.08	4:00	100.25	
				5:00	100.00	
			103.17	7:00		
If water removal period was < 2 hours, explain why			103.33	10:00		
			103.50	18:00		
			103.83	30:00		
			104.00	40:00		
			104.42	60:00		
			104.50	75:00		
			104.67	90:00		
			104.67	120:00		

<b>Water Diverted for Drilling</b>		
<b>Water Source</b>	<b>Amount Taken</b>	<b>Diversion Date &amp; Time</b>
UHL DRILLING SHOP WELL	2000.00 ig	2014/07/23 8:00 AM

<b>Contractor Certification</b>		
<b>Name of Journeyman responsible for drilling/construction of well</b>		<b>Certification No</b>
DAN UHL		8361Q
<b>Company Name</b>	<b>Copy of Well report provided to owner</b>	<b>Date approval holder signed</b>
UHL DRILLING LTD.	Yes	2014/08/01



LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0030 223 622            4;27;12;1;SE                      191 049 379

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 27 TOWNSHIP 12  
SECTION 1  
THAT PORTION OF THE SOUTH EAST QUARTER  
WHICH LIES EAST OF ROAD PLAN 0313338  
CONTAINING 10.71 HECTARES (26.46 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:

PLAN	NUMBER	HECTARES	(ACRES)	MORE OR LESS
SUBDIVISION	8911073	2.02	5.00	

EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26

REFERENCE NUMBER: 101 088 282 +1

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
191 049 379	11/03/2019	TRANSFER OF LAND		SEE INSTRUMENT

OWNERS

ROBERT WILLIAM MERLUK

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
741 096 383	17/10/1974	UTILITY RIGHT OF WAY GRANTEE - ALBERTA GOVERNMENT TELEPHONES. "PORTION DESCRIBED IN INSTRUMENT"

( CONTINUED )

-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 191 049 379

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS  
-----

761 025 421 03/03/1976 UTILITY RIGHT OF WAY  
GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY  
LIMITED.

951 012 380 13/01/1995 UTILITY RIGHT OF WAY  
GRANTEE - CANADIAN NATURAL RESOURCES LIMITED.  
BOX 6926, STATION "D"  
CALGARY  
ALBERTA T2P2G1

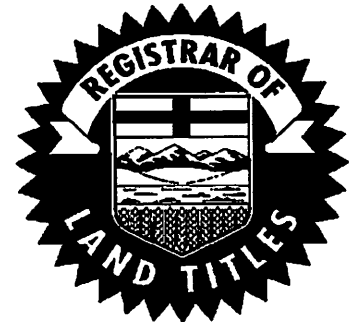
(DATA UPDATED BY: CHANGE OF NAME 041404051)

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 19 DAY OF MAY,  
2020 AT 07:45 A.M.

ORDER NUMBER: 39326504

CUSTOMER FILE NUMBER:



\*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).





LAND TITLE CERTIFICATE

S  
LINC                      SHORT LEGAL                      TITLE NUMBER  
0011 007 648           8911073;1                      191 049 379 +1

LEGAL DESCRIPTION  
PLAN 8911073  
BLOCK 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 2.02 HECTARES (4.99 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE  
ATS REFERENCE: 4;27;12;1;SE

MUNICIPALITY: MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26

REFERENCE NUMBER: 891 149 960

-----  
REGISTERED OWNER(S)  
REGISTRATION      DATE (DMY)      DOCUMENT TYPE      VALUE      CONSIDERATION  
-----  
191 049 379      11/03/2019      TRANSFER OF LAND           SEE INSTRUMENT

OWNERS

ROBERT WILLIAM MERLUK

-----  
ENCUMBRANCES, LIENS & INTERESTS  
REGISTRATION  
NUMBER      DATE (D/M/Y)      PARTICULARS  
-----  
741 096 383      17/10/1974      UTILITY RIGHT OF WAY  
GRANTEE - ALBERTA GOVERNMENT TELEPHONES.  
"PORTION DESCRIBED IN INSTRUMENT"  
761 025 421      03/03/1976      UTILITY RIGHT OF WAY  
GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY  
LIMITED.

051 177 706      25/05/2005      CAVEAT  
RE : PIPELINE RIGHT OF WAY

( CONTINUED )

-----  
ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 191 049 379 +1

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

-----

CAVEATOR - LONG TERM ASSET MANAGEMENT INC.  
925 VETERANS BLVD NW  
AIRDRIE  
ATTN: LAND DEPARTMENT  
ALBERTA T4A2G6

(DATA UPDATED BY: CHANGE OF ADDRESS 131228582)

(DATA UPDATED BY: TRANSFER OF CAVEAT  
151069605)

(DATA UPDATED BY: TRANSFER OF CAVEAT  
151099554)

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 19 DAY OF MAY,  
2020 AT 07:45 A.M.

ORDER NUMBER: 39326504

CUSTOMER FILE NUMBER:



\*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:**

**741096383**

**ORDER NUMBER: 39326686**

**ADVISORY**

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AFFIDAVIT OF EXECUTION

CANADA ) I, Donald Colborne of the  
 PROVINCE OF ALBERTA ) city of Calgary  
 TO WIT: ) in the Province of Alberta, MAKE OATH AND SAY:

1. THAT I was personally present and did see Ray C. Milnes  
Margarie Milnes Gray  
 named in the within instrument, who <sup>are</sup> 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 the Town of Clareholm  
 in the Province of Alberta and that I am the subscribing witness thereto.  
Ray C. Milnes
3. THAT I know the said Margarie Milnes Gray and they  
are in my belief of the full age of twenty-one years.

SWORN BEFORE ME at the city )  
 of Calgary ) in the ) Don Colborne  
 Province of Alberta )  
 this 28 day of FEBRUARY )  
 A.D. 19 74 )

Don Colborne  
 A COMMISSIONER FOR OATHS  
 A NOTARY PUBLIC (SEAL)

DATE 74-10-9-8 3:48 PM A.D. 19 74

STATE OF  
CLAREHOLM  
CLAREHOLM  
CLAREHOLM

TO  
 ALBERTA GOVERNMENT TELEPHONES

RIGHT-OF-WAY  
CLAREHOLM GRANT

RE: D.C.T. # 147-B-14

RE: PROPERTY 42-1-12-27-4

Alberta Government Telephones,  
 P.O. Box 2411,  
 Edmonton 15, Alberta.

I certify that the within instrument  
 is duly executed and registered in the Land  
 Titles Office for the South Alberta Land  
 Registration District at Calgary.

AD. Registrar  
SALRO

RIGHT-OF-WAY AGREEMENT

LELA CARSON MILNES (WIDOW) & RAY C. MILNES (FARMER) BOTH OF CLARESHOLM  
& MARJORIE MILNES GRAY OF CALGARY (MARRIED WOMAN) EXECUTORS OF THE  
ESTATE OF CARL LELAND MILNES (DECEASED)

(referred to as "the Grantor") being the  
registered owner of lands described as follows:

THE EAST HALF OF SECTION ONE (1), TOWNSHIP TWELVE (12), RANGE TWENTY  
SEVEN (27) WEST OF THE FOURTH MERIDIAN IN THE PROVINCE OF ALBERTA  
CONTAINING THREE HUNDRED AND SEVEN AND FIFTY TWO HUNDREDTHS (.307.52)  
ACRES MORE OR LESS AND MORE / PARTICULARLY DESCRIBED AND CONTAINED  
IN THE CERTIFICATE OF TITLE 147-B-14.  
RESERVING THEREOUT ALL MINES AND MINERALS.

DESCRIPTION APPROVED

OCT 9 1974

L.T.O. SURVEYOR

Per A.P.M.

(the land)

DOES HEREBY in consideration of payment of TWO HUNDRED AND TEN  
dollars (\$210.00) and other good and valuable consideration,  
the receipt of which is hereby acknowledged, GRANT AND TRANSFER to  
Alberta Government Telephones, (referred to as "AGT") the rights and  
privileges of a right-of-way in, through, over and under this part of the land,  
namely:

~~All that portion of the said land sixteen and one half (16 1/2) feet in width  
running adjacent to the East Boundary of the Railway Right-of-Way  
as shown on Plan 8.~~

THAT STRIP OF THE ABOVE SAID LAND SIXTEEN AND ONE HALF (16 1/2) FEET IN PERPENDICULAR  
WIDTH PARALLEL AND ADJOINING THE EASTERLY LIMIT OF THE RAILWAY RIGHT OF WAY ON  
PLAN KY 8

RESERVING THEREOUT ALL MINES AND MINERALS

(referred to as "the right-of-way") for digging,  
putting down, taking up, relaying, connecting, disconnecting, constructing,  
repairing, replacing, maintaining, inspecting and operating telephone,  
telegraph and telecommunication lines or any one or more of them, together  
with all other AGT telecommunication facilities, (all referred to as the  
facilities) to be laid in, under, on, over or across the right-of-way, the  
said rights and privileges being subject to the following terms and  
conditions, namely:

1. The right-of-way hereby granted shall be effective  
FEB 18 1974 for such length of time as the  
facilities are required by AGT.

2. AGT, its employees, agents, contractors and subcontractors  
shall have the right to ingress, egress and to pass and repass on the  
right-of-way either on foot or by means of vehicles or necessary machines,  
and to remain on the right-of-way for all purposes of digging, putting down,  
taking up, relaying, connecting, disconnecting, constructing, repairing,  
replacing, maintaining, inspecting and operating the facilities.

3. AGT, in carrying out such operations will do so in workmanlike manner and will cause as little damage and inconvenience to the owner or occupier of the said lands as is possible, and any excavations or workings AGT makes shall, so far as is reasonably practicable, be restored to their former condition. The replacement of trees, shrubs and landscaping other than grass is not practical and AGT is under no liability for replacement but shall pay crop loss and damages resulting from such operations.

4. The Grantor covenants that (he) it will not build, erect or maintain nor permit or suffer to be built, erected or maintained on the right-of-way any building or structure, and will not plant or maintain, nor allow or suffer to be planted or maintained thereon any trees, shrubs, or landscaping which would or could prevent or hinder the exercise by AGT of any of the rights granted to it.

5. Subject to Clause 3, AGT will indemnify and save harmless the Grantor from and against all claims, damages, debts, dues, suits, actions and causes of actions or costs that the Grantor may suffer or be put to by reason of anything done by AGT in the exercise of the rights and privileges granted to it.

6. This right-of-way and the covenants granted AGT are and shall be covenants running with the land.

7. The rights, privileges and obligations of AGT and the Grantor shall extend to and shall be binding upon Alberta Government Telephones, its successors and assigns, and upon the Grantor, its successors and assigns.

8. Other conditions:

Don Collins  
Witness

Don Collins  
Witness

X  
Harold Wilson Gray February 18/74  
REGISTERED OWNER Date

Roy C. Milner February 20/74  
REGISTERED OWNER Date

Instructions: All registered owners must sign before a witness.  
If they are limited companies, the company seal must be stamped on, and then no witness is required.

#### FORM A - CONSENT

I, \_\_\_\_\_  
named \_\_\_\_\_  
to the disposition of  
instrument, and I have  
up my life estate and  
the DOWER ACT, to  
disposition.

#### FORM C - CERTIFICATE

1. This document
2. \_\_\_\_\_  
(or he):
  - (a) is aware
  - (b) is aware  
estate  
disposal
  - (c) consent  
giving  
homestead  
extent  
(or agree)
  - (d) is executing  
any contract

Dated at \_\_\_\_\_  
day of \_\_\_\_\_

#### A COMMISSIONER

#### FORM B - AFFIDAVIT

I, \_\_\_\_\_  
in the Province of \_\_\_\_\_

1. That I am the  
power of attorney
2. That I am (myself)

Neither myself nor  
on the within mentioned

A judgment for damages  
principal by his signature  
No. \_\_\_\_\_

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

#### A COMMISSIONER



**FORM A - CONSENT OF SPOUSE**

I, \_\_\_\_\_ being married to the above named \_\_\_\_\_ do hereby give my consent to the disposition of our homestead, made in this (or the annexed) 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, to the extent necessary to give effect to the said disposition.

\_\_\_\_\_  
(signature of spouse)

**FORM C - CERTIFICATE OF ACKNOWLEDGEMENT 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 (or agreement);
  - (b) 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;
  - (c) consents to the disposition (or agreement) 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, to the extent necessary to give effect to the said disposition (or agreement);
  - (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

**FORM B - AFFIDAVIT**

I, \_\_\_\_\_ of \_\_\_\_\_ in the Province of Alberta, \_\_\_\_\_, make oath and say:  
(occupation)

1. That I am the Grantor (or the duly appointed agent acting under power of attorney in my favor dated the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_.

2. That I am (my principal is) not married.

OR  
Neither myself nor my spouse (my principal nor his spouse) has resided on the within mentioned land at any time since our (their) marriage.

OR  
A judgment for damages was obtained against me by my spouse (my principal by his spouse) and registered in the Land Titles Office as No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_.

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

A COMMISSIONER FOR OATHS (or as the case may be)

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Grantor

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11/11/1974  
Date

11/11/1974  
Date

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**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**051177706**

**ORDER NUMBER: 39326686**

**ADVISORY**

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CAVEAT FORBIDDING REGISTRATION

"THE LAND TITLES ACT"

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: )

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE that **APACHE CANADA LTD.** a body corporate having its office at the City of Calgary in the Province of Alberta, claims an estate or interest in and to the undermentioned lands under and by virtue of a certain Alberta Pipeline Right of Way Agreement dated this 24<sup>th</sup> day of March, A. D., 2005 which Agreement covering less than 20 acres, as to attached plan and is made between

**MORKIN FARMS LTD.**, a body corporate having an office at Claresholm, in the Province of Alberta,

as Grantor(s) and the said **APACHE CANADA LTD.** as Grantee (s), whereby for the terms and for the consideration therein mentioned and subject to the covenants and agreements therein set forth and contained, the said Grantor did lease unto the said **APACHE CANADA LTD.**, certain parts or portions of the under mentioned lands as in the said Agreement described for any or all of the Grantee pipeline production operations which said lands are described as follows: Surface:

PLAN 8911073  
BLOCK 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 2.02 HECTARES (4.99 ACRES) MORE OR LESS

AS MORE PARTICULARLY DESCRIBED IN CERTIFICATE(S) OF TITLE NO: 891 149 960  
A ( Caveat to be registered for a Pipeline under 20 acres )

standing in the register in the name of: **MORKIN FARMS LTD.**

**APACHE CANADA LTD.**, forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest unless such instrument or certificate of title as the case may be is expressed to be subject to its claim and appoints

**APACHE CANADA LTD.**, SUITE #1000, 700 - 9 AVENUE S.W., CALGARY, AB T2P 3V4

as the place at which notices and proceedings related thereto may be served.

DATED this 13<sup>th</sup> day of May, A. D., 2005.

**APACHE CANADA LTD.**  
As per its Agent LandSolutions Inc.

  
Michele Bowland - Land Administrator

AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: )

I, Michele Bowland of the City of Calgary, in the Province of Alberta, Land Administrator,

MAKE OATH AND SAY:

- (1.) THAT I am Agent for the above Caveator,  
(2.) THAT I believe that the said Caveator has 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 16 day of )  
May A.D., 2005. )

  
BH A Commissioner for Oaths in and for the Province of Alberta ✓ BH

  
Michele Bowland - Land Administrator

BREANNE BRIGITTA JEAN HALLIDAY  
A Commissioner for Oaths  
in and for the Province of Alberta  
My Commission Expires May 01, 2007



06117706

06117706 REGISTERED 2005 05 26

CAVE - CAVEAT

DOC 3 OF 3 DRR#: 2262133 ADR/CJUDGE

LINC/S: 0011007648

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**951012380**

**ORDER NUMBER: 39326686**

**ADVISORY**

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951013380 REGISTERED 1995 01 13  
UTRW - UTILITY RIGHT OF WAY  
DOC 1 OF 2 DRR#: K759569 ADR/VKRUSCHE  
LING/S: 0021718176 0021705638  
0021709860 0010991016 0011007630

1-2



## ALBERTA RIGHT-OF-WAY AGREEMENT

CAPL  
1892

I (WE).....MORKIN FARM, LTD.....  
of.....CLARESBURG..... (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:

*Jm* SEE ATTACHED SCHEDULE "A"

excepting thereout all MINES and MINERALS in all of that certain parcel of land (hereinafter called "the said lands"), in consideration of the  
sum of.....FIFTY DOLLARS.....

(\$ 50.00 ) Dollars (receipt of which is hereby acknowledged) paid to the Grantor by .....

.....RANGER OIL, LIMITED.....  
(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 accessroads and appurtenances and for any other purpose preparatory or incidental thereto including the right  
to repair or replace the said pipeline or pipelines. The right to construct more than one pipeline in the right-of-way hereby granted shall be  
limited to one construction operation.

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 METRES.....  
( 15.00 ) 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 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 necessary to remove the registration of this agreement from the title to the said 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 rectify  
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 said lands, whichever occurs  
first the Grantee shall pay an additional consideration to the Grantor calculated at the rate of .....Eight Hundred.....  
.....(\$ 800.00 ) 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 Grantee shall thereupon execute and register such documents as may be necessary to remove the  
registration of this agreement from the title to the said lands.

\$50.00 FOR 0.08ACRE FOR TEMPORARY WORK SPACE TO BE PAID PRIOR TO ENTRY.

## 4. PROTECTION OF RIGHT-OF-WAY

(a) Subject to the following, the Grantor shall have the right to use and enjoy the right-of-way:  
I. The Grantor shall not use the right-of-way for any purposes which might either interfere with the rights granted herein to the  
Grantee, or incur a liability for damages to the Grantee without the prior written consent of the Grantee; including, in particular:

No permanent structures may be erected on the right-of-way by the Grantor without the written consent of the Grantee.

II. The Grantor hereby indemnifies and saves harmless the Grantee from all actions, causes of action, proceedings, claims,  
demands, losses, costs, damages and expenses which the Grantee may pay or incur as a result of or in connection with any use by the  
Grantor of the right-of-way.

(b) 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, staking, installation, erection, repair  
or construction for any permitted operation for agricultural or related purposes across, over or under, on or through the 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 wilful damage or gross negligence by the Grantor.

## 8. TOPSOIL

Insofar as it may be practicable to do so, the Grantee shall, unless otherwise requested by the Grantor, strip from the ditch line prior to construction such width as may be required under good oil field practices and in compliance with existing regulations and replace the topsoil 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 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(s) hereby granted, the Grantee shall restore the said lands to the same condition, so far as may be practicable to do so, as the said 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 encumbrances 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 encumbrance 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. 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 default shall constitute a commencement of action to remedy the said default.

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.

16. 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.

17. ASSIGNMENT

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.

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 .....  
16th Floor, 321-6th Avenue S.W., CALGARY, ALBERTA T2P 3K3 .....  
and to the Grantor at P.O. BOX 176 CLARESHOLM, ALBERTA T0L 1T0 .....  
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 ..... 5 .....  
day of ..... NOVEMBER, 1994 ..... A.D. 19 94

SIGNED, SEALED AND DELIVERED

In the presence of:

WITNESS

WITNESS

WITNESS

GRANTOR: MORKIN FARMS LTD.

TOM MORKIN, PRESIDENT.

GRANTEE: RANGER OIL LIMITED

ITS ATTORNEY IN FACT

CONSENT OF SPOUSE

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

Spouse of Grantor

CERTIFICATE OF ACKNOWLEDGEMENT 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, gives he (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 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 of 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, ..... of .....  
in the Province of Alberta ..... 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 ..... )  
In the Province of Alberta ..... )  
this ..... day of ..... A.D. 19 ..... )

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

**AFFIDAVIT OF EXECUTION**

CANADA I, ..... of the .....  
PROVINCE OF ALBERTA ..... 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) ..... in the Province of .....  
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 hereafter.

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

.....  
(Witness)

AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF ALBERTA  
TO WIT:

I, ROBERTA BIRCH, of the City of Calgary, in the Province of Alberta, Land Secretary, MAKE  
OATH AND SAY:

1. THAT I was personally present and did see JOHN RAMESCU, Attorney-in-Fact for  
Ranger Oil Limited, who is personally known to me to be the Attorney-in-Fact for Ranger Oil  
Limited named therein, duly sign and execute the within instrument for the purposes named therein.
2. THAT the same was executed at the City of Calgary, in the Province of Alberta, and that I  
am the subscribing witness thereto.
3. THAT I know the said JOHN RAMESCU and he is, in my belief, of the full age of  
eighteen years.

SWORN BEFORE ME at the City of  
Calgary in the Province of Alberta

this 6th day of

January, A.D. 1995.

Deborah Steele  
DEBORAH STEELE  
A Commissioner for Oaths in and for  
the Province of Alberta  
My Commission Expires June 21, 1996

John Ramescu

AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

AND FURTHER DESCRIBED ON CERTIFICATE OF TITLE  
NO. 881 221 965 F.



THIS IS SCHEDULE "A" ATTACHED TO AND FORMING A PART  
OF THAT RIGHT-OF-WAY AGREEMENT  
BETWEEN MORKIN FARMS LTD. AND RANGER OIL LIMITED  
DATED September 5, 1989

*Jm*

1. **FIRST**  
THAT PORTION OF THE NORTH EAST QUARTER OF SECTION 1,  
TOWNSHIP 12, RANGE 27 WEST OF THE 4TH MERIDIAN, LYING  
EAST OF RAILWAY ON PLAN R.Y.8 CONTAINING 30.46  
HECTARES (75.26 ACRES) MORE OR LESS EXCEPTING  
THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO  
WORK THE SAME ✓

2. **SECOND**  
THAT PORTION OF THE SOUTH EAST QUARTER OF SECTION 1,  
TOWNSHIP 12, RANGE 27 WEST OF THE 4TH MERIDIAN, LYING  
EAST OF RAILWAY ON PLAN R.Y.8 CONTAINING 10.71  
HECTARES (26.46 ACRES) MORE OR LESS EXCEPTING  
THEREOUT SUBDIVISION 8911073 CONTAINING 2.02 HECTARES  
(5.00) ACRES MORE OR LESS EXCEPTING THEREOUT ALL MINES  
AND MINERALS AND THE RIGHT TO WORK THE SAME

AND FURTHER DESCRIBED ON CERTIFICATE OF TITLE  
NO. 891 149 960 +1; ✓

3. **THIRD**  
THAT PORTION OF THE NORTH EAST QUARTER OF SECTION 12,  
TOWNSHIP 12, RANGE 27 WEST OF THE 4TH MERIDIAN WHICH  
LIES TO THE NORTH EAST OF THE RAILWAY ON SAID PLAN  
R.Y.8 CONTAINING 64.127 HECTARES (158.56 ACRES) MORE OR  
LESS EXCEPTING THEREOUT ALL MINES AND MINERALS

AND FURTHER DESCRIBED ON CERTIFICATE OF TITLE  
NO. 881 221 965 B; ✓

4. **FOURTH**  
THAT PORTION OF THE SOUTH EAST QUARTER OF SECTION 12,  
TOWNSHIP 12, RANGE 27, WEST OF THE 4TH MERIDIAN WHICH  
LIES TO THE EAST OF THE RAILWAY RIGHT OF WAY AS SHOWN  
ON PLAN R.Y.8 CONTAINING 50.116 HECTARES (123.78 ACRES)  
MORE OR LESS EXCEPTING THEREOUT ALL MINES AND  
MINERALS

AND FURTHER DESCRIBED ON CERTIFICATE OF TITLE  
NO. 881 221 965 D; ✓

5. **FIFTH**  
SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 12, RANGE  
27, WEST OF THE 4TH MERIDIAN EXCEPTING THEREOUT ALL  
MINES AND MINERALS AND THE RIGHT TO WORK THE SAME  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

AND FURTHER DESCRIBED ON CERTIFICATE OF TITLE  
NO. 881 221 965 F. ✓

This is Schedule "B" attached to and forming a part of that ~~Excluded~~ Right of Way Agreement dated  
DECEMBER 5 1994, BETWEEN MORKIN FARMS LTD., AS GRANTOR  
AND RANGER OIL LIMITED, AS GRANTEE.

### EXTRA PAYMENT BY THE GRANTEE (VALUE TO THE TAKER)

In recognition of the cooperation of the Grantor in giving timely approval of the location and dimensions of the 15METRE right of way, granting an Immediate Right to Enter the said lands, reaching a timely agreement as to the amount of compensation to the Grantor and executing on a timely basis this ~~Excluded~~ Right of Way Agreement, and in consideration of one or more of the following benefits or other advantages obtained by the Grantee:

- ( ) Savings to the Grantee as a result of the Grantor's cooperation;
- ( x ) Timely realization of corporate objectives;
- ( ) Meeting corporate deadline dates;
- ( ) Meeting budget commitments to Grantee's partners;
- ( ) Timely use of contractors and sub-contractors;
- ( ) Avoidance of adverse environmental conditions and/or restrictions;
- ( ) Preservation by the Grantee of his responsible public image in the community
- ( ) Other (describe)

SUMMARY OF ALL PAYMENTS (inclusive of ~~Excluded~~ Right of Way consideration and additional payments as referred above)

~~Excluded~~ Right of Way Consideration ..... (\$ 800.00 *Jm*)


Additional Payment (referred to above) PER ACRE AS PER ATTACHED PLAN OF SURVEY ..... (\$ 200.00 *Jm*)

Total Payment ..... (\$ 1,000.00 *Jm*)

Owner  
Morkin Farms Ltd.

C. of T. 891 149 960+1  
AREA REQ'D 0.837 ha.  
2.06 Ac.

Scale 1 : 5000

Survey Monuments found shown thus : ●  
Survey Monuments planted shown thus : ○  
Portions referred to tinted thus : 

Certified correct this 24th day  
of November, 1994.

*[Signature]*  
Alberta Land Surveyor

J. STUART ENGINEERING & SURVEYING LTD.

#400, 602 - 12th Avenue S.W.  
Calgary, Alberta T2R 1J3 Ph.(403)234-9018



Job No.

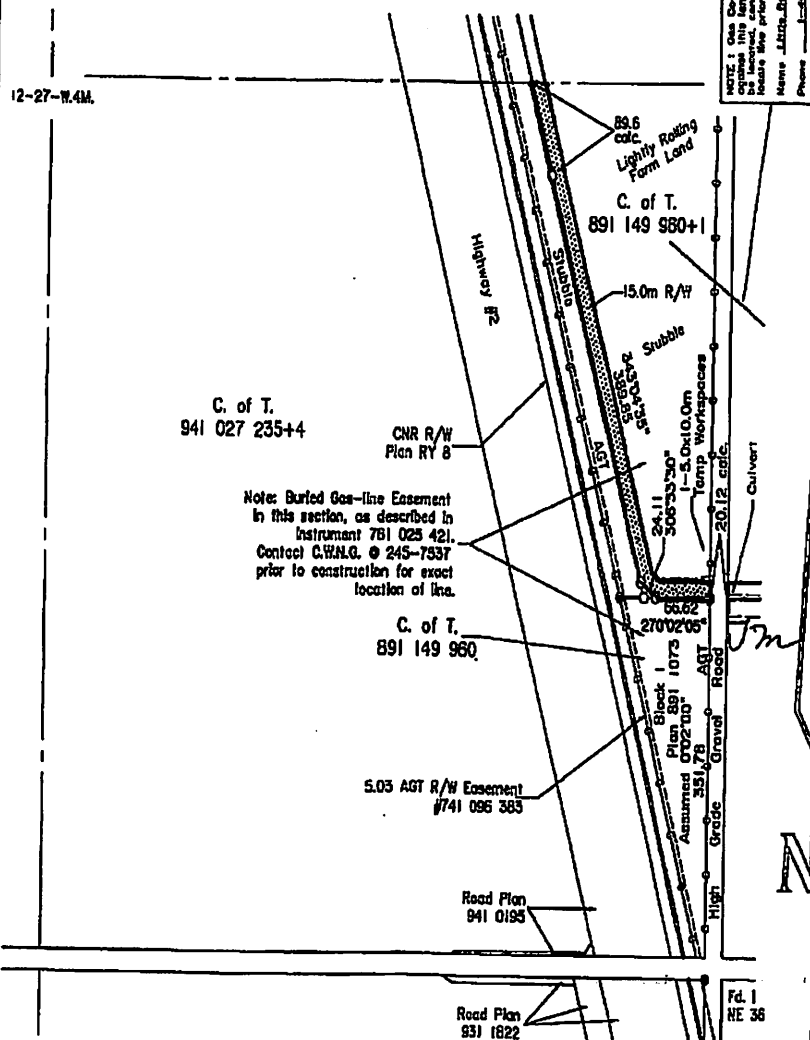
94K088

ACAD File: 94K088-1

INDIVIDUAL OWNERSHIP PLAN  
SHOWING 15 METRE PIPELINE RIGHT-OF-WAY  
IN S.E. 1/4 SEC. 1, TWP. 12, RGE. 27, W. 4 M.

**NOTE:** Gas Co-op Line registered companies this land could not exactly be located, caution below to exactly locate line prior to construction.

**Maple - Little Rock Gas Co-op Ltd.**




The location of the Right-of-Way is agreed to this . . . 5 . . . day of . . . December . . . , 1994  
I/We have no objection to the E.R.C.B. Issuing a pipeline and/or construction permit.

Tom Makin  
Owner

**Morkin Farms Ltd.**

C. of T. 891 149 960+1  
AREA REQ'D 0.837 ha.  
2.06 Ac.

Survey Monuments found shown thus : ●  
Survey Monuments planted shown thus : ○  
Portions referred to tinted thus : 

*Certified correct this 24th day  
of November, 1994.*

Alberta Land Surveyor



**J. STUART ENGINEERING & SURVEYING LTD.**  
#400, 602 - 12th Avenue S.W.  
Calgary, Alberta T2R 1J3 Ph. (403) 234-9018



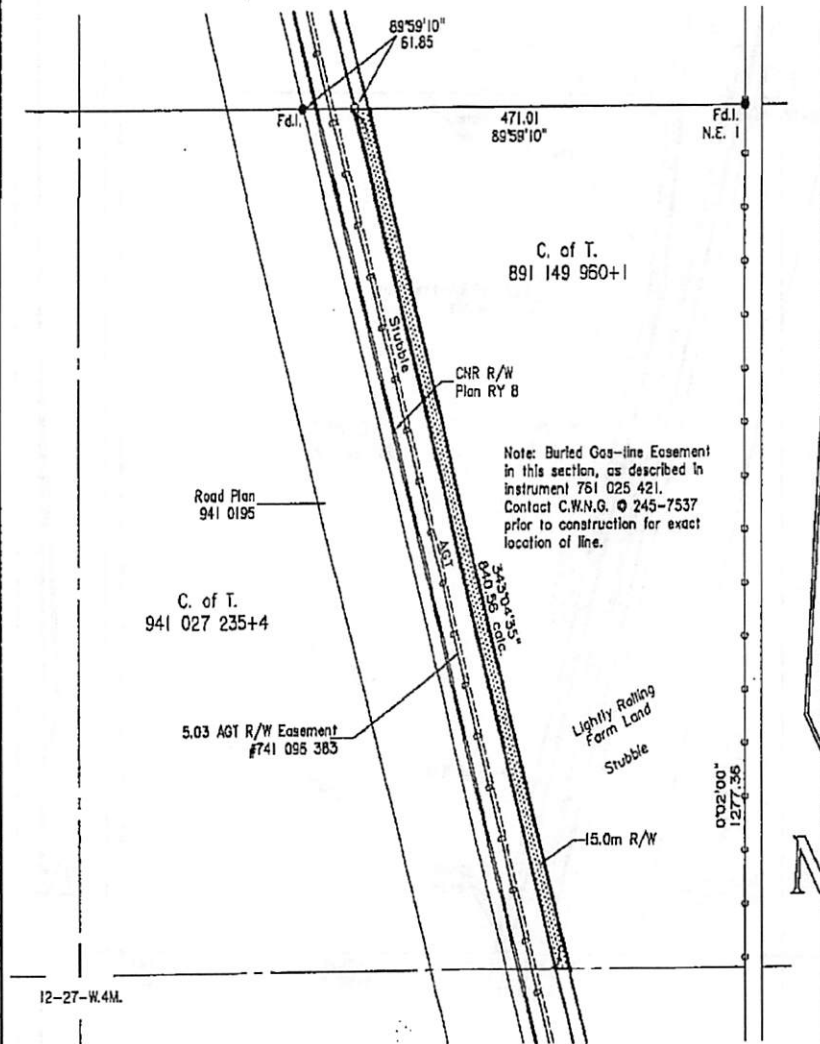
Job No.

**94K088**

ACAD File: 94K088-1

# RANGER OIL LIMITED.

INDIVIDUAL OWNERSHIP PLAN  
SHOWING 15 METRE PIPELINE RIGHT-OF-WAY  
IN N.E. 1/4 SEC. 1, TWP. 12, RGE. 27, W. 4 M.



The location of the Right-of-Way is agreed to this . . . day of . . . , 1994  
I/We have no objection to the E.R.C.B. issuing a pipeline and/or construction permit.

*Tom Morkin*  
Owner

Owner

Morkin Farms Ltd.

C. of T. 891 149 960+1  
AREA REQ'D 1.26 ha.  
3.11 Ac.

Scale 1 : 5000

Survey Monuments found shown thus : ●  
Survey Monuments planted shown thus : ○  
Portions referred to tinted thus : [shaded box]

Certified correct this 24th day  
of November, 1994.

*J. Stuart*  
Alberta Land Surveyor



J. STUART ENGINEERING & SURVEYING LTD.

#400, 602 - 12th Avenue S.W.  
Calgary, Alberta T2R 1J3 Ph.(403)234-9018



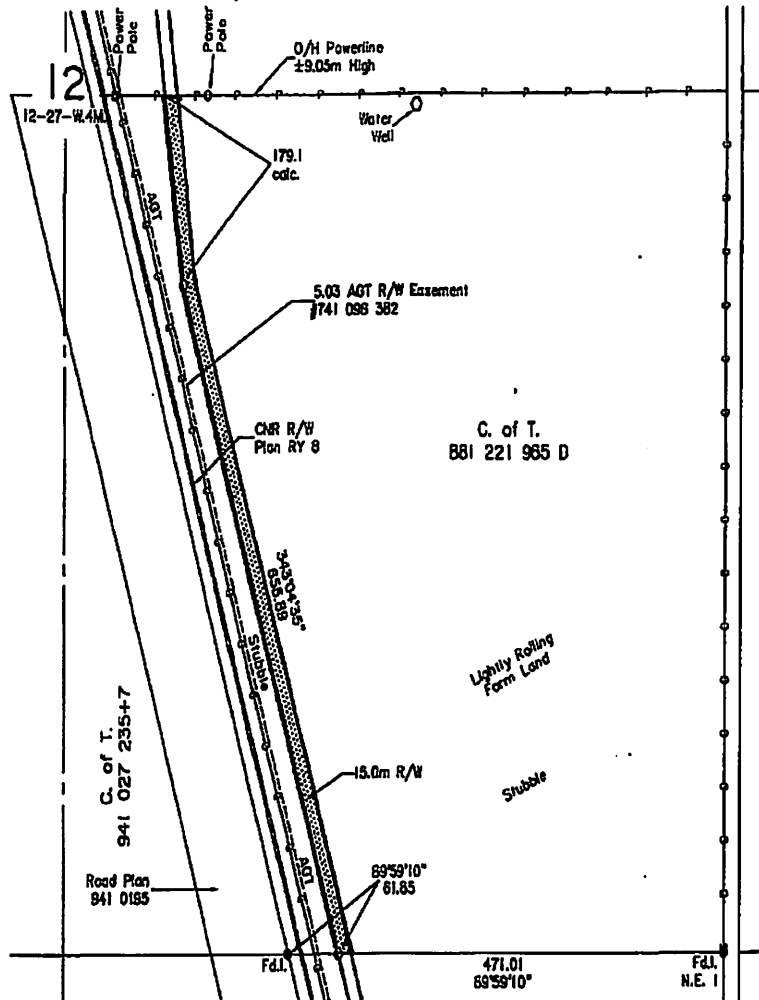
Job No.

94K088

ACAD File: 94K088-1

# RANGER OIL LIMITED.

INDIVIDUAL OWNERSHIP PLAN  
SHOWING 15 METRE PIPELINE RIGHT-OF-WAY  
IN S.E. 1/4 SEC. 12, TWP. 12, RGE. 27, W. 4 M.



The location of the Right-of-Way is agreed to this 5. day of December, 1994  
I/We have no objection to the E.R.C.B. issuing a pipeline and/or construction permit.

Tom Morkin  
Owner

Owner

Morkin Forms Ltd.

C. of T. 881 221 965 D  
AREA REQ'D 1.25 ha.  
3.09 Ac.

Scale 1 : 5000

Survey Monuments found shown thus : ●  
Survey Monuments planted shown thus : ○  
Portions referred to tinted thus :

Certified correct this 24th day  
of November, 1994.

Robert  
Alberta Land Surveyor



J. STUART ENGINEERING & SURVEYING LTD.

#400, 602 - 12th Avenue S.W.  
Calgary, Alberta T2R 1J3 Ph.(403)234-9018

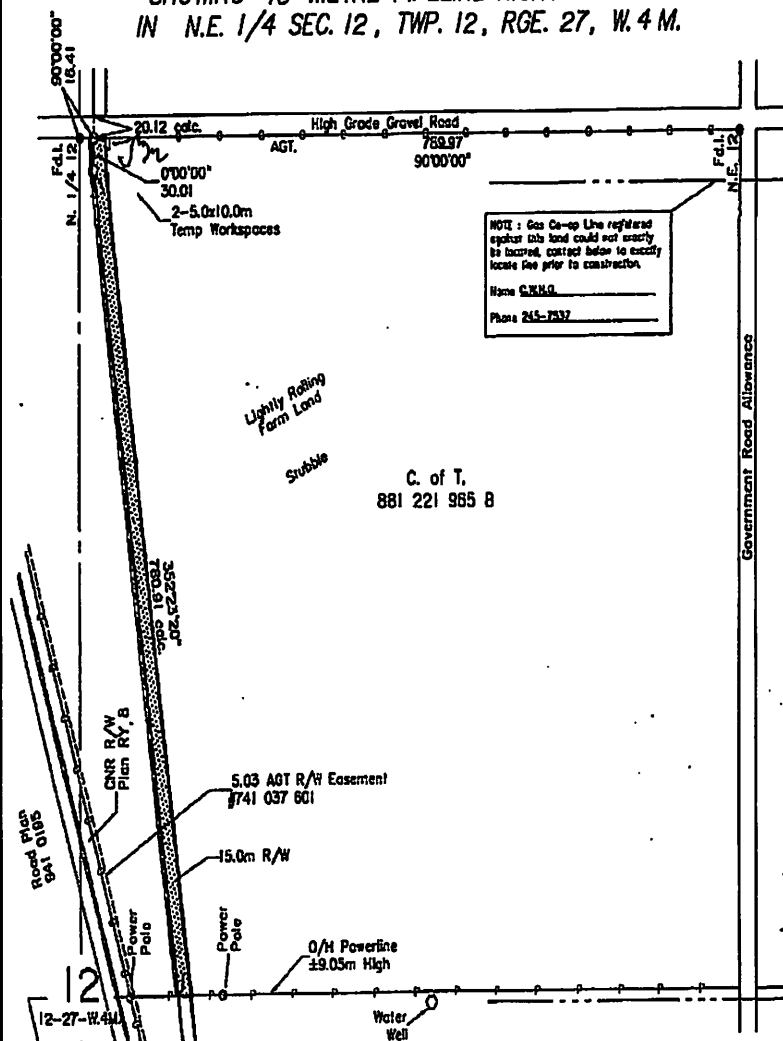


Job No.

94K088


ACAD File: 94K088-1

INDIVIDUAL OWNERSHIP PLAN  
SHOWING 15 METRE PIPELINE RIGHT-OF-WAY  
IN N.E. 1/4 SEC. 12, TWP. 12, RGE. 27, W. 4 M.



The location of the Right-of-Way is agreed to this .5. day of . September . . . . , 1994  
I/We have no objection to the E.R.C.B. issuing a pipeline and/or construction permit.

Owner

Survey Monuments found shown thus : ●  
Survey Monuments planted shown thus : ○  
Portions referred to tinted thus : 

*[Signature]*  
Alberta Land Surveyor

C. of T. 881 221 965 B  
 AREA REQ'D 1.22 ha.  
3.01 Ac.

**J. STUART ENGINEERING & SURVEYING LTD.**  
#400, 602 - 12th Avenue S.W.  
Calgary, Alberta T2R 1J3 Ph.(403)234-9018

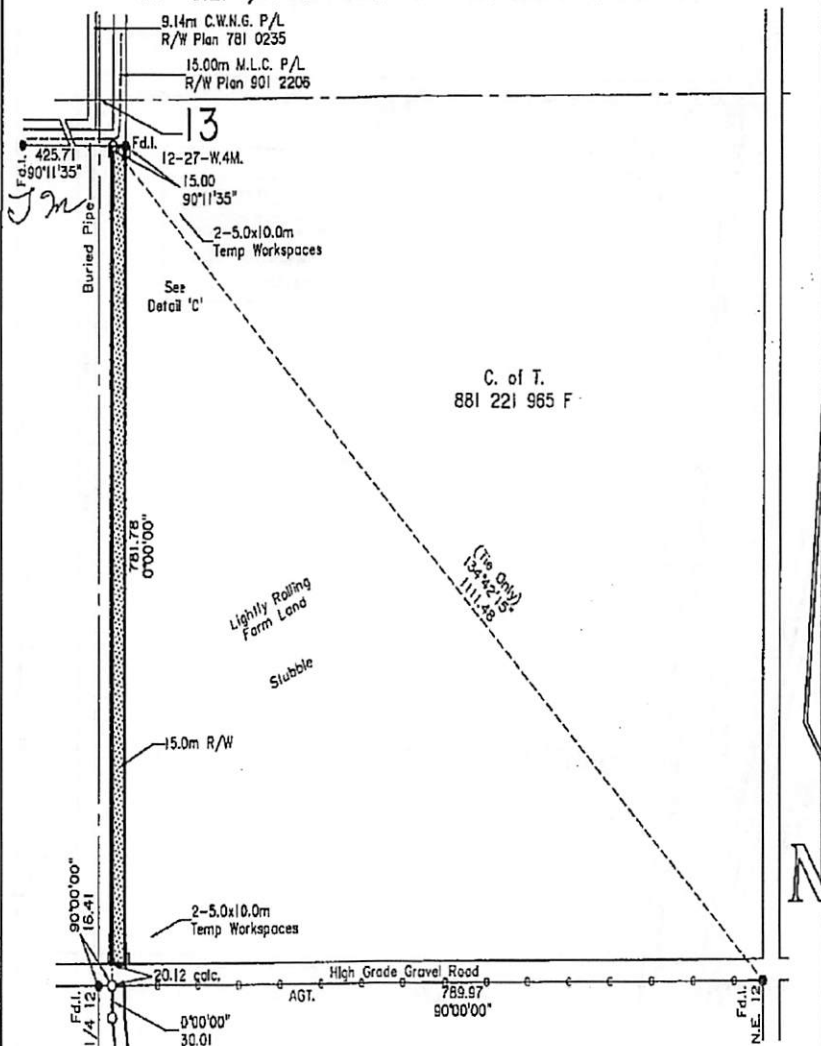


Job No.  
94K088  
ACAD File: 94K088-1



# RANGER OIL LIMITED.

INDIVIDUAL OWNERSHIP PLAN  
SHOWING 15 METRE PIPELINE RIGHT-OF-WAY  
IN S.E. 1/4 SEC. 13, TWP. 12, RGE. 27, W. 4 M.



Area Req'd For Temp Workspaces=0.020ha.(0.05Ac.)

The location of the Right-of-Way is agreed to this . . . day of . . . 1994  
I/We have no objection to the E.R.C.B. issuing a pipeline and/or construction permit.

*Tom Morkin*  
Owner

Owner

Morkin Farms Ltd.

C. of T. 881 221 965 F.  
AREA REQ'D 1.14 ha.  
2.82 Ac.



Scale 1 : 5000

Survey Monuments found shown thus : ■  
Survey Monuments planted shown thus : ○  
Portions referred to tinted thus : [shaded box]

Certified correct this 24th day of November, 1994.

*[Signature]*  
Alberta Land Surveyor

J. STUART ENGINEERING & SURVEYING LTD.  
#400, 602 - 12th Avenue S.W.  
Calgary, Alberta T2R 1J3 Ph.(403)234-9018



Job No.  
94K088  
ACAD File: 94K088-1

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**761025421**

**ORDER NUMBER: 39326686**

**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.**

76-1 0 2 5 4 2

and -  
CANADIAN WESTERN NATURAL GAS  
COMPANY LIMITED  
EASEMENT

I certify that the within instrument  
is duly Entered and Registered in the Land  
Title Office for the South Alberta Land  
Registration District at Calgary.

*[Signature]*  
A.D. Registrar  
SALRD

EASEMENT

MADE the 23 day of SEPTEMBER A.D. 1975.

BETWEEN: RAY C. MILNES

of CLARESHOLM  
in the Province of Alberta  
(hereinafter called "the Grantor")

- and -

CANADIAN WESTERN NATURAL GAS COMPANY  
LIMITED, a body corporate having its registered  
office at 140 Sixth Avenue Southwest, in the City  
of Calgary, in the Province of Alberta,  
(hereinafter called "the Grantee")

WHEREAS the Grantor is the registered owner (or is entitled to become the registered owner under an Agreement for Sale or unregistered Transfer or otherwise) of all that certain piece or parcel of land lying and being in the Province of Alberta, and more particularly described as follows:

TITLE NUMBER 751059252A

The East Half of Section One (1) in Township Twelve (12) Range Twenty Seven (27) West of the Fourth Meridian. Containing Three Hundred and Twenty (320) acres more or less, Excepting:

PLAN	NO.	ACRES MORE OR LESS	
Railway	R.Y. 8	NE $\frac{1}{4}$ - 6.24	SE $\frac{1}{4}$ - 6.24
ROADWAY	4793 J.K.	15.68	15.67

Excepting therout all mines and minerals and the right to work the same.

(hereinafter called "the said lands");

AND WHEREAS the Grantee desires to construct, maintain, operate, repair and/or replace and renew a gas pipe lines and appurtenances necessarily incidental thereto, over, across, under and through the said lands;

AND WHEREAS the Grantor has agreed to grant an Easement over, across, under and through a portion of the said lands described as follows:

As to the E $\frac{1}{2}$ -1-12-27 W4 Meridian as described in Title Number 751059252A  
(hereinafter called "the strip of land");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One (\$1.00) Dollar paid by the Grantee to the Grantor (the receipt whereof the Grantor doth hereby acknowledge) and of the covenants, conditions and stipulations herein contained, the Grantor does and does hereby grant to the Grantee an easement over, across, under and through the said strip of land, for the purpose of putting down, taking up, relaying, connecting, disconnecting, erecting, repairing, maintaining and operating a gas pipe line or pipe lines and appurtenances necessarily incidental thereto for as long as the Grantee shall require the strip of land for the conveyance of natural gas subject only to the following terms and conditions, namely:

1. The Grantor covenants and agrees:

(a) That upon the execution of these presents and at all times thereafter the Grantee, or any person, firm or corporation, acting on its behalf, may enter upon and occupy the strip of land with its or their agents, servants, workmen and contractors and with or without vehicles, machinery and equipment for the purposes aforesaid.

(b) That he will not erect any buildings or structures within, upon, over or under the strip of land nor will he add to or reduce the cover over the said pipe line or pipe lines without the consent of the Grantee.

(c) That the Grantee, performing and observing the covenants and conditions herein contained, shall peaceably hold and enjoy all the rights, privileges, liberties and covenants hereby granted without any hindrance and interruption from the Grantor or any person or persons claiming by, through, under or in trust for them or any person or persons whatsoever.

2. The Grantee covenants and agrees:

(a) That it will lay down, take up, relay, erect, connect, disconnect, maintain and operate the said pipe line or pipe lines in proper and workmanlike manner in accordance with good engineering practice.

(b) That where practicable, after the installation of any pipe line or pipe lines, it will level off the area affected by the said installation.

(c) That it will not fence the strip of land excepting those portions upon which appurtenances necessarily incidental to the operation of the said pipe line or pipe lines are situated and which the Grantee deems to require the protection of fencing. If at any time hereafter it shall be necessary for the Grantee, or any person, firm or corporation, acting on its behalf to move fences situated at each end of the strip of land for the purpose of repairing the said pipe line or pipe lines or otherwise, it will replace the said fences in the same position and in as good condition as the same were in prior to their being moved.

(d) That it will make compensation to the Grantor for any and all damage that may be done to any buildings, fences, lawns or growing crops belonging to the Grantor and arising out of or by reason of or in the course of the construction, maintenance, repair and/or replacement and renewal of the said pipe line or pipe lines and appurtenances necessarily incidental thereto, provided that the Grantee shall not be liable for any damage caused through interference by anyone other than the Grantee, its officers, agents or employees or persons acting under the authority of the Grantee, with any pipe line or pipe lines or works of the Grantee laid or constructed on the strip of land.

(e) That the Grantor shall have the right to farm the strip of land and shall have a right of ingress and egress over the same but not so as to interfere in any manner with the use and occupation thereof by the Grantee.

(f) That nothing herein contained shall be deemed to vest in the Grantee any right, title or interest in any mines or minerals, in and under the strip of land, except only the parts thereof that are necessary to be dug, carried away or used in the construction, maintenance or repair of the pipe line or pipe lines or works of the Grantee.

3. The Grantor and Grantee mutually covenant and agree:

(a) That this agreement shall enure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

(b) That wherever the singular or the masculine pronouns are used throughout this agreement, the same shall be construed as meaning the plural, the feminine or the neuter where the context or the parties so require.

(c) That this agreement and the covenants herein contained are and shall be covenants running with the land.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal (or, if a body corporate, has hereunto caused to be affixed its corporate seal duly attested by the hands of its proper officers duly authorized in that behalf) and the Grantee has caused its corporate seal to be affixed, authenticated by the signatures of its proper officers the day and year first above written.

SIGNED, SEALED AND DELIVERED  
by the said Grantor in the presence of )

A. Graham )

R. C. Milne

(SEAL)

CANADIAN WESTERN NATURAL GAS COMPANY LIMITED

H. R. Houghton  
MANAGER OF DISTRIBUTION

J. Smith  
SECRETARY

THE DOWER ACT - CONSENT OF SPOUSE

I, \_\_\_\_\_ being married to the within named  
do hereby give my consent to the  
disposition of our homestead, made in the annexed instrument, and I have executed this  
property given to me by The Dower Act to the extent necessary to give effect to the  
said disposition.

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by \_\_\_\_\_  
apart from \_\_\_\_\_
2. \_\_\_\_\_ acknowledged to me that ;
  - (a) is aware of the nature of the disposition/agreement;
  - (b) is aware that The Dower Act gives \_\_\_\_\_ a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
  - (c) consents to the disposition/agreement for the purpose of giving up the life estate and other dower rights in the homestead given to \_\_\_\_\_ by the Dower Act to the extent necessary to give effect to the said disposition/agreement;
  - (d) is executing the document freely and voluntarily without any compulsion on the part of \_\_\_\_\_

DATED AT \_\_\_\_\_

in the Province of Alberta, this \_\_\_\_\_

day of \_\_\_\_\_

A.D. 19 \_\_\_\_\_



AFFIDAVIT

I, RAY C. MILNES, of CLARESHOLM

(in the Province of Alberta, FARMER, make oath and say:  
(occupation)

1. THAT I am the Grantor named in the annexed instrument.
- ~~2. THAT I am not married.~~ *act*
2. THAT neither myself nor my spouse has resided on the within mentioned land at any time since our marriage.
- ~~2. THAT a judgement for damages was obtained against me by my spouse and registered in the Land Titles Office as No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19\_\_\_\_.~~ *act*

SWORN before me at CLARESHOLM )  
in the Province of Alberta, this 23 )  
day of LETHBRIDGE A.D., 19 75 )  
*A. Graham* )  
A Commissioner for Oaths in and for the )  
Province of Alberta )

AFFIDAVIT OF EXECUTION

CANADA ) I, ANDREW GRAHAM  
)  
PROVINCE OF ALBERTA ) of LETHBRIDGE  
)  
TO WIT: ) in the Province of Alberta,  
  
make oath and say:

1. THAT I was personally present and did see RAY C. MILNES  
  
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 CLARESHOLM  
in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said RAY C. MILNES  
and he is in my belief the full age of eighteen years.

SWORN before me at LETHBRIDGE )  
in the Province of Alberta, this 24 )  
day of SEPTEMBER A.D., 19 75 )  
*A. Graham* )  
A Commissioner for Oaths in and for the )  
Province of Alberta )