

ORDER

The Surface Rights Acquisition and Compensation Act, RSS 1978 c S-65

IN THE MATTER OF: South East Quarter of Section 8, Township 7, Range 7,
West of the Second Meridian, Saskatchewan and
South West Quarter of Section 9, Township 7, Range 7, West of the
Second Meridian, Saskatchewan. **(Hearing No. 2565)**

South East Quarter of Section 8, Township 7, Range 7,
West of the Second Meridian, Saskatchewan. **(Hearing No. 2566)**

North East Quarter of Section 17, Township 7, Range 7, West of the
Second Meridian, Saskatchewan. **(Hearing No. 2567)**

North West Quarter of Section 17, Township 7, Range 7, West of the
Second Meridian, Saskatchewan. **(Hearing No. 2568)**

South East and South West Quarter of Section 9, Township 7, Range 7,
West of the Second Meridian, Saskatchewan. **(Hearing No. 2569)**

BETWEEN:

LIGHTSTREAM RESOURCES

(Operator & Applicant)

- AND -

**R & B PHILLIPS FARMS LTD. and
GERALD ALBERT PHILLIPS and GLORIA JEAN PHILLIPS**

(Owners, Occupants & Respondents)

PURPOSE OF ARBITRATION:

To hear and receive evidence with respect to setting the amount of compensation payable for the surface rights granted for the above-noted land locations under E.B. 22/12, E.B. 23/12, E.B. 24/12, E.B. 25/12 & E.B. 26/12.

APPEARANCES:

For the Operator:

- Murray Douglas, Kanuka Thuringer, LLP
- Rod Banks, Manager Surface Land, Lightstream Resources
- Darren W. Clarke, Land Appraiser, McNally Land Services Ltd.
- Jay Jones, Gibson Welding

For the Owners:

- Taylor Phillips
- Brayden Phillips

For the Board of Arbitration:

- Duane Smith, Chairman
- James Wilson, Vice-Chairman
- Ken McDonald, Board Member
- Linda Benjamin, Board Secretary

EXHIBITS:

Board Exhibits:

1. Copy of all Right of Entry Orders.
2. Copy of the Notice of Hearing .

Operator Exhibits:

1. Exhibit Book No. 1
2. Exhibit Book No. 2
3. Exhibit Book No. 3
4. Large Construction Plan Map
5. Arial Map
6. March 15, 2012 Easement – Phillips/Petrobakken Energy Ltd.
7. Email from Murray Douglas to Taylor Phillips of March 15, 2016
8. Email from Murray Douglas to Taylor Phillips of March 22, 2016
9. Email from Murray Douglas to Taylor Phillips of March 29, 2016
10. Email from Taylor Phillips to Murray Douglas of March 22, 2016
With 2011 and 2012 Crop Insurance data
11. Hard copy of Owner's Disclosure Drop Box as of March 14, 2016***
12. Summary with 2 survey pages attached
13. Email from Taylor Phillips to Rod Banks dated April 17, 2015

*** to be sent by Murray Douglas to the Board Office after the hearing.

Owner Exhibits:

1. Exhibit Book
2. 2 pages of charts with handwriting on first page

Board Comments:

1. The Board states to all parties that what is submitted in disclosure documents prior to a hearing must be the same as that submitted as actual evidence at the hearing.
2. The change of various positions of employment within Lightstream created communication challenges between the parties.

3. There was a disagreement in cross-examination between Mr. Banks and Mr. Taylor Phillips that the owner had provided several acreage and loss of use payment requests to the Operator on April 1, 2015.

4. There was a discrepancy who the Owner was communicating with on behalf of Lightstream (Darren Bahm) as opposed to the actual authority (Jay Jones). It was unclear to the Board why this happened, however it was a contributing factor to the miscommunication between the parties.

5. While Taylor Phillips argued in testimony how a landowner's average yield, over time could actual decrease with multiple pipelines, thus affecting future compensation agreements, rent values and bank mortgages, there was no specific evidence filed and the Board could not apply any weight to it.

6. The Board notes that although the Owner, Randy Phillips was present, he did not testify on behalf of the Owner. The Owners also challenged the Operator that they should have had previously employed staff as witnesses to avoid an "adverse inference" on their part. As quoted in Operator Submission, page 12, No. 33:

"A long standing rule of evidence exists that suggests an adverse inference may be taken by the court or tribunal when a witness is available that would have relevant evidence, but chooses not to testify."

This situation may raise the practice of the Board issuing subpoenas directly at the hearing when persons are present who could provide testimony to clarify certain aspects of the hearing, for either the Owner or the Operator.

7. Point 20 of the Owner's submission states in summary that access was created by the Operator but in the end, the pipeline remained flooded and even though access had been created, it was still impossible to move machinery to gain access to the other side.

DECISION:

Operator Evidence:

1. Operator Exhibit Book No. 3 – contained negotiated surface leases on the same project (March 15, 2012) for:

\$1,100.00/ac for value of the land

\$250.00/ac for loss of use

\$2,610.00/\$2,810.00/\$2,610.00 for severance/adverse/nuisance

(LSD9-17; LSD 12-17 and LSLD 11-17)

The Operator said there was significance of an 8 well deal completion.

2. Operator Exhibit Book No. 2 – contained 28 comparables along the existing line, at the same time period and just outside the gathering system. 26 of the 28 comparables had \$1,000.00/ac land value. The other two were \$1,075.61 and \$1,068.39/ac. land value.

3. Mr. Phillips argued that owners didn't have the proper knowledge to negotiate higher rates than these however the Board found this unsubstantiated. He also said many were landlords and weren't as

affected, however the Board finds a payment per acre is a payment per acre. Mr. Phillips does indicate in the notes of his "Analysis of Flowline Project Leases", under Tab#1, Owner Exhibit No. 1, some reasons and variables that could affect patterns of dealings, however the Board accepts the actual payments made as stronger evidence. The Owners themselves signed 8 lease agreements in March of 2012 for \$1,100.00 per acre and \$250.00 per acre loss of use.

4. In an effort to avoid hearings, incentives were offered to other landowners/occupants who signed. Bonus payments of \$500.00/ac were made to ensure fair treatment to all parties along with \$350.00/ac crop loss for year 1, 50% in the second year and 50% in the third year. The Owners did not accept this offer, however under testimony they claimed they were not aware of the bonus payment offer.

5. Operator Exhibit No. 6 was the right of way agreement signed March 15, 2016 with R & B Phillips Farms and Gerald & Gloria Phillips for \$1,000.00/ac (for two .69 acre right of ways). These were under an existing surface lease so were deemed to be generous payments.

6. Operator witness, Darren Clarke was accepted by the Board as an expert witness in land appraisals. His report was presented in Operator Exhibit No. 3, Tab #14. The report was based on an estimated market value as of January 4, 2013, the effective date of the right of entry order. Ten comparable land sales were found. As there was limited sales data for 2011 and 2012, the sales search was extended to a larger area. Land sales were comparable in location, cultivation, soil classification and low lying wet areas. Sales data was adjusted to actual cultivated acres vs. total acres. Mr. Clarke assessed a 50% residual and reversionary value but did state this was very conservative. More specifically, he attributed the 50% to residual value and 0% to reversionary as land, once reclaimed, is 100% usable for agriculture purposes. Based on this, the witness determined the following values:

<u>Land</u>	<u>Estimated Market Value Per Acre</u>	<u>Residual/Reversionary Value Per Acre (50%)</u>
SE 8-7-7-W2M	\$1,031.00	\$516.00
SW 9-7-7-W2M	\$ 786.00	\$488.00
SE 9-7-7-W2M	\$1059.00	\$530.00
NE 17-7-7-W2M	\$ 922.00	\$461.00
NW 17-7-7-W2M	\$ 957.00	\$479.00

7. Darren Clarke also commented on Owner Exhibit No. 1, which contained Owner's comparable data. Tab No. 1 contained the same sales data used by Mr. Clarke, however he questioned the validity of the method used by Taylor Phillips in calculating land values. He stated that the Owner used a multiplier of assessment value to sales value, which is an old method of appraising that doesn't account for additional factors affecting land value over and above pure agricultural use that the multiplier uses. He explained how in the multiplier approach, the numerator (sales data) accounts for multiple factors of land value (land purpose, home quarter proximity, competitive bidders, oil and gas revenue, etc.) vs. the

denominator (assessment) which only accounts for one value. Thus he stated it is not comparing apples to apples.

8. While Mr. Clarke challenged the multiplier method used by Mr. Phillips, the Board acknowledges the detailed analysis of comparable data summarized by Mr. Phillips and his use of Regression Analysis to substantiate the multiplier as an actual predictive of land values. He also stated in testimony how assessment is a basis of how landowners actually negotiate land sale values. Taylor Phillips also testified he actually phoned all buyers of land used in his comparables to confirm they were at arm's length and any other factors affecting values. He found that his comparable #7 (which is the same as Mr. Clarke's #4 comparable) was not a normal sale as land was bought/traded to be within a farming block and thus he excluded it in his second summary output in Tab No. 1. Comparable #4 and #5 were also determined not to be arms length, and also excluded. He challenged Mr. Clarke's comparable approach for the fact he only drove in the area and not to each comparable and questioned how he compared one asset to another without physically inspecting it.

9. Mr. Phillips stated that in his Regression Analysis calculations, that the "Multiple R" was the correlated sales amount to assessment value and the "R Square" was the predictability of assessment as a sales value. While the Board states to fully accept this method, it would need to be tested under a much larger data set, it recognizes this is the most "scientific" method presented by a landowner to the Board. While regression analysis may be used primarily for forecasting, the Board follows Mr. Taylor's approach here in using it simply as a method to support a multiplier to assessment, as a method in determining value of the land under the Act and as if it was to be sold on the open market between willing parties. Given the detailed methods employed by Mr. Taylor to verify his comparable data and that the "R Square" predictive value he calculated was 78% in the first calculation and 97% in the second calculation, the Board assigns a weight of 20% to the calculated land value of \$1,287.00/acre, with no application of the Blackstock formula.

10. In cross examination, Taylor Phillips questioned Mr. Clarke in regards to land values. Mr. Clarke agreed that comparable #6 (page 31 of his report) at 15 miles from the subject property, was "pushing the limits for comparables". He also agreed with Mr. Phillips that if their land didn't have bush on cultivated land it would be of more value than the comparables.

11. The Board questioned Mr. Clarke if assessment considers higher land productivity and if Phillips land had higher assessments, then shouldn't it be worth more? Mr. Clarke responded that the comparables had varying degrees of assessments and thus were averaged along with Phillips land.

12. Mr. Clarke was asked if there was a permanent effect on land value with pipeline right of ways in place. Mr. Clarke responded that he didn't find any comparable sales data to show this and there was no evidence to indicate purchases were being discounted because of pipeline right of way agreements.

13. Mr. Clarke also stated that utilizing the Blackstock method, as Mr. Phillips did in Owner Exhibit No. 1, Tab No. 1, was in error. He explained this method is used in land value calculations for wellsites and not for pipelines. The Board generally concurs with this as there is no "permanent small taking" with

a right of way agreement and therefore the Blackstock formula is not to be applied in this situation. Mr. Phillips did provide a "Summary of Legislative Changes" document that discusses the Blackstock formula being applied to flowlines, however the Board cannot consider this as it is only a "discussion" document and not in legislation. Additionally, the courts in Hawden v. Husky Oil Operations Limited have ruled the Blackstock formula does not necessarily apply to flowlines:

"The Board made no error of law in choosing not to apply the Blackstock formula when determining the compensation payable to the Owners in connection with the flowlines at issue. The use of the formula is discretionary. There is an obvious distinction between well sites and roadways and flowlines. The former occupy the surface of the land and wholly deprive the owner or occupant of its use. They represent 'takings' in the most significant sense of the word. In contrast, flowlines lie under the surface and, once installed, do not preclude the owner or occupant from using the land in issue. This distinction would seem to sensibly explain why the Blackstock formula might not be applied in respect of flowlines. The root fact which engages the Blackstock formula, the taking of a small parcel of land, does not happen in any concrete sense when a flowline is installed."

14. In the April 13, 2016 written submission by R & B Phillips Farms an argument was made against the use of pattern of dealings in establishing land values. The Owner states this is a poor representation in a rising market, doesn't account for unique factors at different sites, and doesn't acknowledge payments made outside formal wellsite/flowline agreements. While there may be some inherent problems with relying on this data, the Courts place significant weight on the patterns of dealings as does this Board. While the approach may be more reactive vs. proactive, on average it will account for most of the issues raised above.

Land Value Calculation:

Land	Appraised Market Value Per Acre	80% Weight Given	T. Phillips Assessment Multiplier	20% Weight Given	Total Rounded	Residual Value (Less 25%)Total
SE 8	\$1,031.00	\$824.80	\$1,287.00	\$257.40	\$1,082.00	\$812.00
SW 9	\$ 976.00	\$780.80	\$1,287.00	\$257.40	\$1,038.00	\$779.00
SE 9	\$1,059.00	\$847.20	\$1,287.00	\$257.40	\$1,105.00	\$829.00
NE 17	\$ 922.00	\$737.60	\$1,287.00	\$257.40	\$ 995.00	\$746.00
NW17	\$ 975.00	\$765.60	\$1,287.00	\$257.40	\$1,023.00	\$767.00

While the Operator's witness, Darren Clarke, stated a residual value of 50%, the Board refers to Board Orders C.B. 2/07, C.B. 4/06, C.B. 7/06 and C.B. 3/07, where residual value has only been attributed 25%. The Board determines no reason to change from this value as the Owners cannot build on this right of way, drill on or around it, or perform any activity that may negatively impact the pipeline. Thus the Board determines the Owner has been and will continue to be negatively impacted **by 75%**. The Owner's had claimed residual value of 0%.

Land Value:

<u>ROE Order</u>	<u>Location</u>	<u>Total ROW Acres</u>	<u>Land value (Residual)</u>	<u>Total Amount</u>
E.B. 22/12	SE 8	8.32	\$812.00	\$6,755.84
E.B. 22/12	SW 9	2.52	\$779.00	\$1,963.08
E.B. 23/12	SE 8	0.36	\$812.00	\$ 292.32
E.B. 24/12	NE 17	1.74	\$746.00	\$1,298.04
E.B. 25/12	NW17	3.64	\$767.00	\$2,791.88
E.B. 26/12	SE 9	4.76	\$829.00	\$3,946.04
E.B. 26/12	SW 9	2.93	\$779.00	\$2,282.47
Grand Total:				\$19,329.67

The acres used for determining the total payable for land values are the total right of way acres, including the portion that is already under lease. Normally the Board would deduct this portion already under lease so as to avoid duplicate compensation (this practice was followed in the loss of use compensation on the following pages). However, as the Operator has used all acres, including under the leases, as per their written submission, (Page 18, No. 47), the Board has awarded compensation on these total acres, fully acknowledging by operator agreement that there is a portion that is duplicate compensation. The Operator also paid land value for two .69 acre right of ways that were under an existing surface lease (noted in No. 5 above).

Surveying:

Survey: \$100.00 x 5 = \$500.00 was submitted by the Operator

\$300.00 x5 = \$1,500.00 was submitted by the Owner.

Operator Exhibit No. 11, Tab 3, Page 8 – was an agreement showing \$500.00 per quarter paid for survey by Operator to Owners, plus \$500/ac for temporary workspace. Operator stated surveying was completed in one operation.

The Board awards \$500.00 for the first quarter and \$100.00 per quarter thereafter for a total of \$900.00. (A different operator had prior agreements with the owners, paying \$500.00 per quarter. However, given that the surveying was done in one operation, this was reduced for these additional quarters).

Temporary Work Space Land Value:

<u>ROE Order</u>	<u>Location</u>	<u>Total TWSP Acres</u>	<u>Land value (Residual)</u>	<u>Total Amount</u>
E.B. 22/12	SE 8	0.75	\$0	\$0
E.B. 22/12	SW 9	0	\$0	\$0

E.B. 23/12	SE 8	0.19	\$0	\$0
E.B. 24/12	NE 17	0.10	\$0	\$0
E.B. 25/12	NW17	0	\$0	\$0
E.B. 26/12	SE 9	0.05	\$0	\$0
E.B. 26/12	SW 9	0.20	\$0	\$0

The Owner has 100% long term use of the temporary work space and thus the Board determines that the reversionary is 100%, as per Board order C.B. 2/07, Husky Oil Operation v. Holland and Grodaes.

While the Board awards no payment for land value for the temporary workspace, an award as follows is assessed based on the fact the Operator utilized this land of the Owner and caused severance/adverse effect/nuisance to the Owner while being used.

ROE Order Location Total TWSP Acres Value Awarded

E.B. 22/12	SE 8	0.75	\$200.00	(C.B. 2/07 the Board awarded
E.B. 22/12	SW 9	0	\$0	\$100.00 for .31acres)
E.B. 23/12	SE 8	0.19	\$100.00	
E.B. 24/12	NE 17	0.10	\$ 50.00	
E.B. 25/12	NW17	0	\$0	
E.B. 26/12	SE 9	0.05	\$ 50.00	
E.B. 26/12	SW 9	0.20	\$100.00	
Grand Total:			\$500.00	

Loss of Use:

1. Evidence of fertilizer rates applied and fertilizer purchased was provided under Tab#2, Owner Exhibit No. 1. Total tonnage increased from 2009 to 2013 from 210.45 mt to 455.10 8 mt. Moisture conditions were supported by a summary chart of actual precipitation received during the growing season from 2010 to 2015, along with topsoil moisture condition maps from the Ministry of Agriculture. Actual yield maps and load data was provided for 2013 to 2015 to help substantiate yields along with actual grain cart weighs scale data. Hail insurance and payout data was also provided as evidence of coverages and payments made.

2. Based on the detailed evidence submitted by the Owner, including yield maps, grain cart weights, and insurance records as to the crops grown, yields and values received, along with the fact that the Operator has accepted these values, the Board awards loss of use as follows:

ROE Order	Location	Total ROW Ac	2013 Off lease acres (not reclaimed)	Gross Returns	Totals (2013)	Totals (2014)	Totals (2015)
E.B. 22/12	SE8	8.32	7.63	\$479	3,654.77	100%	50%
E.B. 22/12	SW 9	2.52	.96	\$526	504.96	of	of
E.B. 23/12	SE 8	0.36	.36	\$479	172.44	2013	2013
E.B. 24/12	NE 17	1.74	1.43	\$430	614.90	Total	Total
E.B. 25/12	NW 17	3.64	3.39	\$430	1,457.70		
E.B. 26/12	SE 9	4.76	3.82	\$567	2,165.94		
E.B. 26/12	SW 9	2.93	2.06	\$526	1,083.56		
					\$9,654.27	\$9,654.27	\$4,827.14

3. The Board concurs with the Operator that only Right of Way off lease acreages may receive loss of use compensation, so as to avoid duplicate compensation for those acres on lease that are already being compensated. (Owner Exhibit #1, Tab 2, details the gross returns per acre evidence and acres affected per year. The acres affected have been reduced by the acres on lease already).

4. In the Operator's written submission, page 20, no. 53 they submit that the Owner stated in cross-examination there was no other loss of use for right of way acres being claimed. However, in the Owner's written rebuttal this statement is claimed to be false. The Board reviewed the recorded testimony and determined that the Owner never made the claim there was no lower productivity in consecutive years after the right of way construction. The Owner stated that his yield maps in evidence could not specifically define what the loss would be on the right of way which the Board found very telling that the owner was being that truthful. It was clear in the recorded testimony that the Owner had crop loss in subsequent years after the right of way construction. He also stated he had a pattern of dealings with other operations where 100% crop loss was paid in year one, 100% in year 2 because of the normal right of way issues following construction and 50% in year three.

5. Thus, based on the testimony that the right of way did not in fact recover to full productivity immediately, as reclamation was not completed, crop loss is awarded for year one and two at 100% and for year three at 50%.

6. Page 16 , Nos. 39, 40, 41, 42 and 43 of Operator's Written Submission, as well as Owner Exhibit No. 1 were Gross Return per acre.

7. No. 39 of the Owner submission – The first figures were simply estimates given to Mr. Banks and the "21" typo should have been "31". Yield maps and grain cart data backup the 31 bushels used. The initial price of .20 cents was an estimate when the final price received was .30 cents/lb.

The Operator accepted the final figures submitted at the hearing.

Severance, Adverse Effect and Nuisance:

1. For adverse effect by reason of severance, the Owner provided sketches of each quarter of the acres that were unseeded, and excel spreadsheets indicating costs from additional machinery time (Tab #3) farming around additional corners created. He noted that 5-7-7 is below 8-7-7 and has been traditionally farmed as one piece however the flowline created severance between these two parcels. Also submitted was a "several acres treatment" chart detailing estimated costs for spraying unseeded acres.
2. Taylor Phillips acknowledged that in 2011 there was "lots" of water on the fields and there were crop insurance claims and payouts for 2011 and 2012 (Operator Exhibit No. 10). 2013 was listed as too wet to seed but no payout was received. Mr. Phillips agreed that there would be no acres too wet to seed on any right of way. He stated severed acres were justified due to the pipeline flooding which made the accesses useless as they had no stability and many had standing water.
3. Under cross-examination, Taylor Phillips was questioned about the 48 acres unseeded on SE 8-7-7 to the east of the north/south pipeline and west of the north/south road. In testimony it was determined they didn't have access to it however no access was requested from Jay Jones, who was in charge. Mr. Bahm had left employment in April 2013 and Taylor Phillips was unsure who they would have requested access from. Considering the significant acres (48) involved, (Owner Exhibit No. 1, Tab2 – Severance Chart), the Board finds difficulty with the Owner's testimony that they couldn't gain access to seed especially when swamp mats were made available and they were aware of the Operator's employee in charge. The Board determines at least some of these acres most likely could have been seeded and would not have been severed. Additionally, the 10.9 acres severed for the SE of 9 indicated by the Owner, was a result of the same reason and thus the Board disagrees these acres needed to be completely severed. The Board determines the Owner's own actions share in the responsibility that resulted in the 48 + 10.9 acres being "severed" and unseeded.
4. In following the patterns of dealings evidence supporting \$1,000.00 per acre and following the Operator's logic that to determine the value of severance/adverse effect/ nuisance, one has to subtract the land value assessed from this \$1,000.00 value, the chart below would indicate the value of severance/adverse effect/nuisance after subtracting the land value awarded by the Board.

ROE Order	Location	Total ROW Ac	Pattern of Dealings	Less Land Value	SAN Compensation	Totals
E.B. 22/12	SE8	8.32	\$1,000/ac	\$812	\$188	\$1,564.16
E.B. 22/12	SW 9	2.52	\$1,000/ac	\$779	\$211	\$ 531.72
E.B. 23/12	SE 8	0.36	\$1,000/ac	\$812	\$188	\$ 67.68
E.B. 24/12	NE 17	1.74	\$1,000/ac	\$746	\$254	\$ 441.96

E.B. 25/12	NW 17	3.64	\$1,000/ac	\$767	\$233	\$ 848.12
E.B. 26/12	SE 9	4.76	\$1,000/ac	\$829	\$171	\$ 813.96
E.B. 26/12	SW 9	2.93	\$1,000/ac	\$779	\$211	<u>\$ 618.23</u>
						\$4,885.83

5. However, in addition to this, the Owner provided evidence in Owner Exhibit No. 1, Tab 3 and in their written arguments as to the extra machine time and operator time for farming around the right of way during construction and reclamation time periods. This was not refuted by the Operator. The evidence submitted by the Owner utilized Sask. Agriculture Machinery Rates per hour times a very conservative time estimate per machine operator. This is summarized (from Owner Exhibit No. 1, Tab #3) as per below:

ADDITIONAL SEVERANCE/ADVERSE EFFECT/NUISANCE

<u>Land</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
SE 8-7-7	\$1,061.20	\$2,085.44	0
SE&SW 9-7-7	0	0	0
NE&NW 17-7-7	\$1,729.83	0	0
Total: \$4,876.47			

The Board awards this amount as an additional payment for severance/adverse effect/nuisance that is unique to the Owner's situation and supported by their evidence.

Severed Acres Compensation:

The Owner makes a claim for severed acres as a result of the right of way as follows:

Crop Loss

<u>Land</u>	<u>2013</u>	<u>Total</u>	<u>2014</u>	<u>Total</u>
SE8	48	22,978	0	0
SE 9	5.5	3,116	5.5	2,132
SW 9	10.9	5,730	10.9	3,430
N 17	0	0	0	0
NE 5	10.5	<u>4,074</u>	0	<u>0</u>
		\$35,897		\$5,562

Spray Treatment Owner Exhibit No. 1, Tab 2 and Tab 3

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>Total</u>
\$5,817.56	\$1,707.91	0	\$7,525.47

The questions for the Board are:

- 1) Were there severed acres created by the right of way?
- 2) If so, how many were attributed to the right of way?
- 3) What factors did the Owner follow to mitigate the severed acres?
- 4) What compensation is payable?

There was clear testimony provided by the Owner that severed acres did in fact occur as a result of the right of way. This also was not challenged by the Operator. The Owner provided evidence, through sketches, of the amount of acres that were severed as a result of the right of way. (Owner Exhibit No.1, Tab #3). However, the Operator challenged this acreage in written argument (page 21, #57) stating that the claims for the SE and SW 9 were covered under an existing lease agreement, with one exception, and thus these should be deducted from the Owner's claim. This is explained in the Operator's written argument in Appendix A and B, which clearly shows the acres under lease that are also part of the Owner's claim. (The Board could argue this is new evidence submitted by the Operator however as it provides clarity to an existing issue brought up at the hearing, the Board will accept it).

The Board accepts the revised claimed acres for the S ½ of 9 to be 2.96 as per Appendix A (written submission 120m x 100m).

As discussed previously in this decision, the issue of crossings to these severed acres has been discussed. There was a lack of communication between the Owners and Operator caused by Operator staff turnover and Owners possibly not ensuring they were speaking to someone in authority. The Board questions whether the Owners did in fact do everything possible to try and reduce the acres severed, however their testimony clearly stated that the objective of their farming practice, is to seed the most acres possible. The Board also acknowledges through Operator Exhibit No. 9 and testimony that some areas were actually too wet and may not have been able to be seeded regardless of the right of way. In consideration of these factors, the Board agrees with the Operator that a 50% factor applied to the Owner's severance acre claim is reasonable, fair and just in this situation. Thus the severed acre claim is awarded as follows:

Board Order	Land Location	2013 Awarded	2014 Awarded	2013	2014	2013 Total	2014 Total
		Severed Acres	Severed Acres	Gross/Ac		Gross/Ac	
E.B. 22/12	SE 9	24.0	0	\$479	-	\$11,496.00	-
E.B.22/12	SW 9	2.96	2.96	\$526	315	\$1,556.96	\$932.40
E.B. 23/12	SE 8	0	0		-		
E.B.24/12	NE 17	0	0		-		
E.B. 25/12	NW 17	0	0		-		
E.B. 26/12	SE 9	0	0		-		
E.B. 26/12	SW 9	0	0		-		

n/a	NE 5	5.25	0	\$388	-	\$2,037.00
						\$15,089.96 \$932.40

The Owner, in addition to losing revenue on these severed unseeded acres, had to incur the costs of spraying for weed control. The Operator did not challenge this cost summary during the hearing. The Board applies the same 50% reduction as discussed previously and awards the following:

Severed Acres Sprayed (as per Owner Exhibit No. 1, Tab 3 Chart)

Costs Incurred	2013	2014	Total Awarded
	\$5,817.56	\$1,707.91 x 50%	\$3,762.74

SUMMARY OF AWARD:

Land Value		\$19,329.67
Surveying		\$ 900.00
Temporary Workspace Land Value		\$ 0
Temporary Workspace SAN		\$ 500.00
Loss of Use (ROW)	2013	\$ 9,654.27
	2014	\$ 9,654.27
	2015	\$ 4,827.14
Severance/Adverse/Nuisance		\$ 4,885.83
(plus extra time for machinery and Operator)		\$ 4,876.47
Severed acres loss of use	2013	\$15,089.96
	2014	\$ 932.40
Severed acres spraying		\$ 3,762.74
Costs: Right of Entry Hearing:		\$ 1,325.00
Compensation Hearing:		\$ 2,950.00
TOTAL:		\$78,687.75
Less funds paid to the Owners		<u>-\$55,000.00</u>
on March 21, 2016	=	\$23,687.75
Less funds paid to the Owners		
By the Board (Security Deposit on Right of Entries)		<u>-\$ 5,840.00</u>
		= \$17,847.75 due and owing plus interest at 1%

TO WHOM THE COMPENSATION IS PAYABLE:

The compensation is payable to the Owners/Occupants, R & B Phillips Farms Ltd. (including the NE of 17-7-7-W2M owned by Gerald and Gloria Phillips, as per their agreement for sale with R & B Phillips, as stated on page 4 of the Owner's second submission.

EFFECTIVE DATE:

The effective date of this Order is January 4, 2013 being the date of the Right of Entry Orders.

The amount of compensation now due is set out in the decision above-noted and is payable, less \$55,000.00 paid by the Operator to the Owners, plus interest at the rate of 1% from the date of the Right of Entries and costs. The Board's practice is to use the Bank of Canada interest rate at the date of right of entry.

COSTS:

The Surface Rights Acquisition and Compensation Act allows the Board to award costs relating to the Hearing to the Owner or Occupant. The Board is of the opinion that costs should reflect:

- (a) the nature, importance and complexity of the subject matter;
- (b) the time and skill that were required to prepare and present the necessary material at the hearing;
- (c) the results obtained.
- (d) efforts of the parties to negotiate prior to the Hearing

The Owners submitted reasonable costs, considering the quality of the evidence and testimony presented along with a very reasonable per hour cost. The Operator accepted the requested costs.

The Board orders the sum of \$1,325.00 for the Right of Entry Hearing and \$2,950.00 for the compensation Hearing, as the costs of these hearings to the landowners.

SUMMARY OF EVIDENCE:

1. The hearing commenced with Mr. Douglas, solicitor for the Operator making opening comments regarding not receiving a response to his requests for a value on the Owner's claim prior to the hearing. He also raised the issue of how disclosure varied substantially from actual evidence book submitted by the Owner. The Board indicated they would allow latitude to the Operator for cross examination of this as well as being allowed to use written submissions to respond. Operator Exhibit Binders were filed as Nos. 1, 2 and 3.

2. Mr. Rod Banks, Manager Surface Land was the first sworn witness for Lightstream Resources. He referred to the large map and aerial map on the wall (Operator Exhibit No. 4 and 5) and outlined the gathering system. He stated there were 2 to 3 lines in a 20 meter right of way, with 15 landowners in approximately 15 miles. He gave evidence as to the names of numerous past employees that had been on the project and had dealt with the Owners. He testified that construction commenced in February of 2013 but that it was too wet that year for reclamation. Reclamation was performed as it dried up. He stated an iron wolf was used as per terms and conditions in the right of entry order. Owners were contacted regarding prepaid damages for 3 years (with most agreed to). There were no discussions with the Phillips during the reclamation years as the Owners were waiting for completion. In 2015 everyone on the whole line was contacted regarding damages. He stated that there was a meeting April 1, 2015 with Taylor and Randy Phillips and Bev Woolburg and Guy Church. The owners had issues with the current state of reclamation and reviewed same quarter by quarter. There was correspondence back and forth between the operator and owners regarding compensation, but there was no resolution. He said that on September 15, 2015 they were advised that reclamation was not complete. People were sent out to finish an approximate 15 x 15 meter section of line reclamation.

3. Operator Exhibit Book No. 3 contained surface leases from 2008 to 2012. In 2012 there were 8 leases signed with landowners by Lane Land and Jeff McManus of Lightstream. A land value of \$1,100.00 per acre was used and a loss of use of \$250.00 per acre. Severance adverse and nuisance varied from \$2,610.00 to \$2,810.00.

4. Operator Exhibit Book No. 2 contained right of way agreements on the rest of the existing line within the last 6 months of 2012 and the first 6 months of 2013 in the same township and range. \$1,000.00 per acre was paid for land value, crop loss of use (prepaid damages) was \$350.00/acre + 50% the second year and 50% the third year. He said in an effort not to come to a hearing these numbers were offered to the Owners as well as compensation for extra time spent farming around this line. Operator Exhibit No. 1, Tab 22 was a 2011 aerial map by Meridian Surveys showing how wet it was with no bush (dark areas were water).

5. The Owner's Exhibit Book No. 1 filed at the hearing was reviewed by Mr. Banks, indicating that some pages were not previously filed with the Owner's disclosure. The Operator's solicitor stated that information has been asked of the Owner in advance of the hearing and he did not receive it. He felt it could have been disclosed earlier.

6. In cross-examination Mr. Banks said he was not aware that the owners had stopped construction with cats/rippers in March/April because the iron wolf was to be used. He was also questioned why there was such a time lapse in negotiations between November 15, 2014 to April 1, 2015. Mr. Banks stated he was awaiting clarification from the owners. He was also asked about the April 1, 2015 meeting and the numbers submitted by the owners. He stated he had not received any amounts to submit to

Calgary. He was also asked about the numbers that Taylor had submitted to him and the 2 offers sent back to the owners. He was also questioned regarding the extra gratuity paid to owners for a voluntary signing of the easement. Mr. Banks said the same offer was made to the Phillips but was rejected. He also indicated that the monies paid were calculated per quarter.

7. Mr. Jay Jones from Gibson Welding was the next witness for the Operator. He had worked for Carson's construction in 2012-2013 and organized 3 to 4 crews. He indicated he was one of the supervisors for the flowline construction and had hands on experience with the project after the initial survey was completed in approximately February of 2013. He said it was winter construction and an iron wolfe was used, but he did not know about the incident of a cat/ripper being stopped by the Owners. He said the iron wolf pulverized the soil for better separation during frozen conditions. He testified that he and Randy Phillips had taken a drive and discussed right of way issues including snow removal, a nearby gravesite. He said he had left his contact information with Randy. He also said that there would be boring under the tanks located on the right of way to make a turn into the lease as they were not allowed to dig on the temporary extra workspace. He stated that Randy Phillips was around a lot during construction as he lived right there and assumed that he spoke to all the operators.

8. Mr. Jones said that once construction was complete they focused on dry areas for reclamation, pumping water to speed up the process. In 2013 they started in the spring after the frost and left their equipment there until fall. Topsoil may have been pushed back into a slough, but not on farmland if it was too wet. Holes were opened up in snowbanks and/or topsoil to drain water. He stated that the owners did not contact him in 2013 about crossings or any water runs. He was also questioned about whether or not swamp matting could be used for driving on for a crossing on the right of way and answered that it could be used and that they were not limited to the any width, but could accommodate the owner's requests. Operator Exhibit No. 1 (Tab 22) were daily reports completed during construction with no deficiency lists were provided to him from Carson.

9. Mr. Jones was cross-examined regarding deficiency lists and Darren Bahm's responsibilities, as this was the person the owners had the most contact with.

10. Mr. Darren Clark of McNally Land Services Ltd. was sworn in and provided testimony surrounding his Appraisal Report (Operator Exhibit No. 3, Tab 14). He was accepted by the Board as an expert witness. He reviewed the appraisal report, including comparables that he stated were within a 9 mile radius of the subject land. He stated he did a direct comparison approach of these sales and that there were very limited sales prior to 2014. He had looked before the effective date for 3 of the sales and 7 sales were 3 months to 6 months after that effective date. He explained how the breakdown was arrived at for the comparables, taking the total value and dividing by the total acres and then the arable acres. He did not make an adjustment for oil revenue. Page 36 of the Appraisal Report contained the summary of

all "arms length" sales used in the report. He also reviewed the residual and reversionary value which he estimated to be 50%.

11. Mr. Clark also discussed the 2.3 multiplier used by the Owner in Exhibit Tab1 and the drawback of an assessed value for agriculture capability as well as other impacts. He said the new assessment was closer to market value because of inflation and markets.

12. In cross-examination Mr. Clark was asked if he had specifically driven to each location. He stated that he had not as he felt the air photos better illustrated the lands in question. The Owner questioned Mr. Clark on site specifics for his land, including whether the production value was being taken into account.

13. Mr. Taylor Phillips, representing the Owners, next provided sworn testimony. He reviewed the Owner's Exhibit Book and provided additional commentary. The Board was given an overview of the farm operation, which included a cereal/pulse/cereal/oilseed rotation. He stated the Owners felt they had increased the fertility of their land. They relied upon grain cart recordings of crop yield and had reduced their acres to increase margins. Soya bean had been added to their rotation in 2014/2015. They had zero disturbance on leases with swamp matting on outside of the lease vs. pushing topsoil to outside berms.

14. Mr. Phillips advised the Board he had a 2011 Finance degree from the University of Regina as well as Urban Land Economics & Development Education from the University of B.C. He had worked with an appraiser and had some knowledge of the practice. He felt comparables should be done with and without pipelines, understanding the difficulty in finding these within close proximity for patterns of dealings. His goal was to get to a value as if the pipeline wasn't there and no losses of rights were given up. Tab No. 1 of the Owner's Binder were comparables from 2013 from the Farmland Security Board. He indicated that farmers usually trade land on as assessment and will use a multiple plus or minus certain factors.

15. Mr. Phillips phoned buyers of land to confirm arms length transactions and other factors (ie: Comparable No. 4 – land was bought and traded to be within farming block, therefore not a normal sale so was disqualified. Comparable No. 6 of Mr. Clarke was outside the search field of 9 miles.

16. Some of the matters indicated by Taylor Phillips included that crop loss would be affected for 10 years, average yield going down in future years because of pipeline issues, which will affect the farm in the future. He felt there would also be effects of lower profitability on bank mortgages and rent values from lower yields.

17. Taylor Phillips testified that the owner's land value \$1,287.00. He argued that the Blackstock Formula was not specifically stated that it could not be used for a flowline. He referenced that it had been used in Eastern Canada but no evidence was provided.

18. Mr. Phillips provided a spreadsheet analysis of flowline project leases. He argued that Owners did not have the proper knowledge to negotiate higher rates and many were landlords, so not as effected by them. There had also been a bonus offered by the Operator for early signing. He felt these variables affected using pattern of dealings solely.

19. Owner Exhibit No. 1, Tab#2 was a loss of use yield summary. Crop Insurance was an average of all acres and the yield maps were an average of acres produced. There had been a quality claim on durum to Sask Crop Insurance and a hail claim on canola. Loss of use total sales were averaged (good and bad). The fertility of their land had increased due to a fundamental shift in their practices and yields. Moisture was adequate to above for crop production.

20. A Digi-star Grain Cart scale was used for yield records, with only one quarter missed. The yield maps provided were also used by Crop Insurance. Any white area on the maps was where the GPS was not working, however the combine yield flow still recorded. Hail insurance data was also provided by the Owners.

21. Tab #3 of the Owner's binder contained machinery rates from the Sask. Crop Guide Rental Rates. Additional time was spent in field operations because of the open flowlines. 8 of 7 was not crossed with a load due to the water. Taylor Phillips indicated that extra headlands were not claimed for in his calculations. Unseeded areas were marked on his maps. Crossing in ditches was not attempted by the Owners due to the stress on equipment. Areas were not seeded and a valmar spreader was used to seed canola. Mr. Phillips also indicated that he had not charged for spraying done on leases for weed control. He reviewed spraying patterns and extensive turns, boom raises and moves because of severance. The acres he stated were unseeded were determined by Google GPS calculator.

22. It was stated that the Owners had to stop the Operator twice from construction in the rain as well as an attempt to reclaim a portion of trench by pulling clay into the trench while it was filled with water. Taylor Phillips indicated that additional time and stress were created from all of this and that the owners had not charged anything for the negotiating time.

23. The Tab No. 4 was the Owners Cost sheet for both the Right of Entry hearing and the compensation hearing. Taylor Phillips testified that a lower hourly rate was used if the person was not a professional, however \$50.00/hour was charged out for any financial sheets developed. He also stated their interest rate for Richardson invoice worked out to 5.95% and the Court of Queen's Bench interest rate was 5%. Their interest rate was charged not from the right of entry but from when "loss" would have been incurred.

24. In cross examination Taylor Phillips indicated that he was not an officer/director of R & B Phillips Farms, who farms the land. He has been involved full time in the farm in 2013. When questioned regarding a possible sale of all the lands in question, Mr. Phillips responded that it was possible but no agreement had been reached.

25. Mr. Phillips stated that he was not involved directly with Petrobakken from January to March, 2013. After March, 2013 his father Randy Phillips looked after the construction dealings and Taylor looked after compensation matters. He agreed that Jay Jones was a contact person but that they (Randy and Taylor) had a relationship with Darren Bahm so continued to deal with him, even though Jay Jones had told Randy Phillips he was the contact person.

26. Mr. Taylor Phillips was cross-examined regarding crop insurance payouts for 2011 and 2012 (Operator Exhibit No. 10) due to acres too wet to seed. Mr. Phillips was questioned if any of the acres calculated as too wet to be seeded were on any right of way. He responded no.

27. Taylor Phillips was also questioned regarding severance issues and he drew accesses on the SE of 8 on Operator Exhibit No. 4 map. He stated there was no access to a piece of land to the East of the north/south pipeline and west of the road (north/south). He stated the issue was addressed with Mr. Bahm but not Jay Jones; however Mr. Phillips said "they are in the business of seeding and would have done everything possible to access".

28. Mr. Douglas questioned Mr. Phillips about who they contacted after Mr. Bahm left in April of 2013 when they needed to seed in May of 2013. He replied maybe it was Mr. Fleck, he was not sure. He said the sole reason this couldn't be seeded was that the right of way couldn't be crossed safely.

29. Mr. Douglas further questioned Mr. Phillips regarding loss of use calculations. Mr. Phillips indicated that the maps for yield loss of use were not specific to the pipeline only. He also stated that some companies pay 100% in the year the pipeline is open and 100% in the year after as well, because of the issues incurred the longer the pipeline was open.

30. Mr. Phillips testified that he had prepared two pages of charts and have given them to Mr. Banks in a meeting with him on April 1, 2015 (Owner Exhibit No. 2).

31. Mr. Douglas asked if all the R & B land had been reclaimed and Taylor Phillips said "it has been laid flat but not necessarily properly reclaimed". When questioned, Mr. Phillips stated there were numerous discussions with Lightstream (some in person), regarding crossings for equipment.


At the close of the hearing the Board set dates for Final Submissions from all parties, as well as Rebuttals.

This Board Order was unanimously agreed to by the Board Members present namely:

Duane Smith, James Wilson and Ken McDonald.

DATED at the Town of Kindersley, in the Province of Saskatchewan this 4th day of October, 2016.

THE BOARD OF ARBITRATION


Linda Benjamin, Board Secretary
For Duane Smith, Chairman

TO: Lightstream Resources
c/o Kanuka Thuringer, LLP
Attention: Murray W. Douglas

TO: R & B Phillips Farms Ltd.
Gerald Albert Phillips
Gloria Jean Phillips

PETROBAKKEN ENERGY LTD.

INDIVIDUAL OWNERSHIP PLAN

SHOWING

PIPELINE RIGHT OF WAY

IN

S.E. 1/4 SEC. 8 TWP. 7 RGE. 7 W.2 M. EXT. 0

R.M. OF TECUMSEH No. 65

SCALE: 1:5000

OWNER(S): R & B PHILLIPS FARMS LTD.

LEGEND

PORTIONS REFERRED TO SHOWN THUS
 WORKSPACE AREA SHOWN THUS
 SURVEY MONUMENTS FOUND SHOWN THUS
 SURVEY MONUMENTS PLANTED SHOWN THUS
 DISTANCES ARE SHOWN IN METRES
 DATE: 2012 11.08

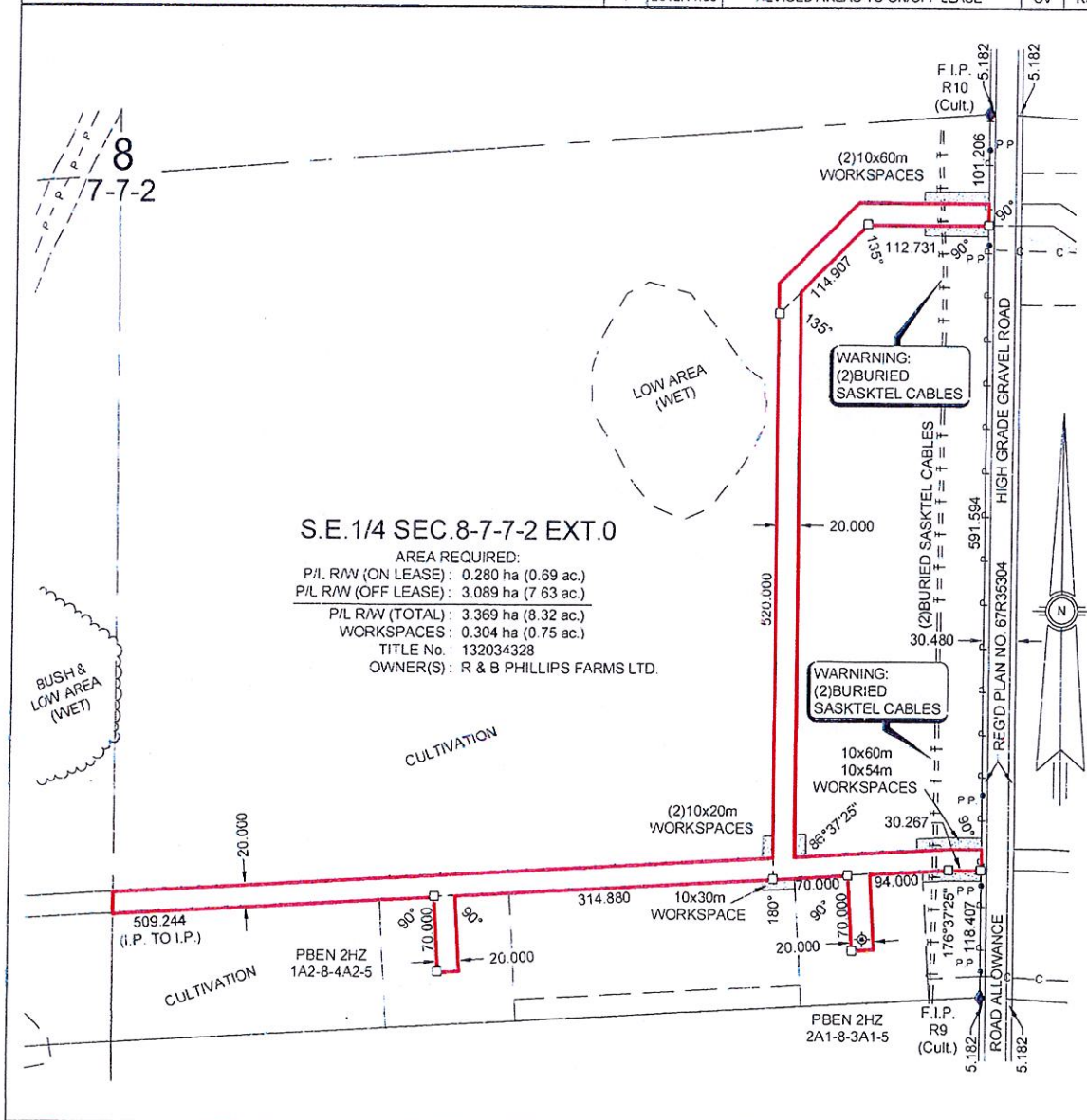
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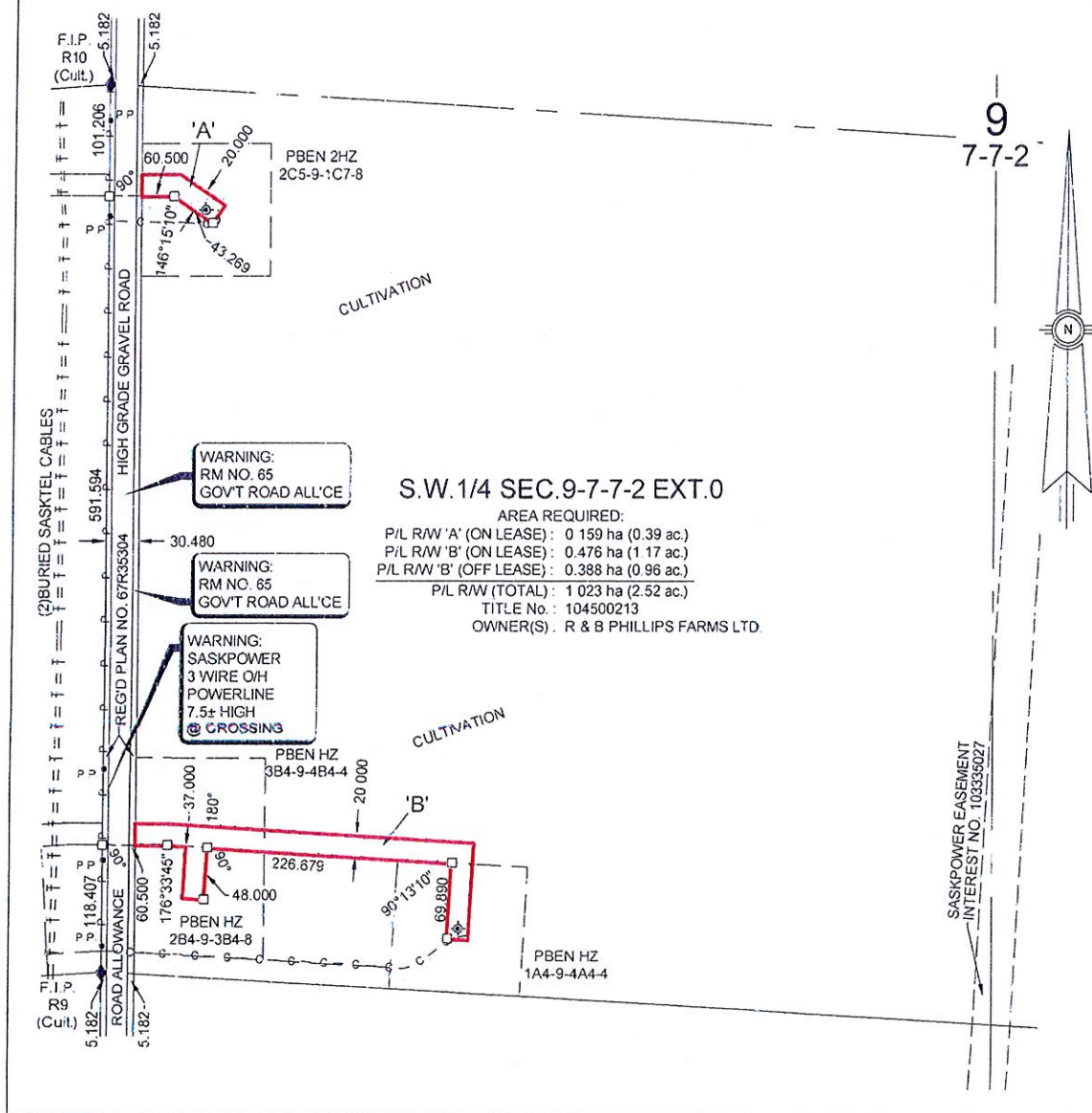
JADE H. MALEOD
 SASKATCHEWAN LAND SURVEYOR

CALTECH
 SURVEYS LTD
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 Regina (306) Ph: 775-1814 Fax: 775-1818
 Unity (308) Ph: 228-4368 Fax: 228-4367

BROKER FILE No. 00945

REV.	DATE	DESCRIPTION	DWG	CK'D
0	2011.06.01	ISSUED (311-1544)	GT	TS
1	2012.11.08	REVISED AREAS TO ON/OFF LEASE	CV	RS





PETROBAKKEN ENERGY LTD.

INDIVIDUAL OWNERSHIP PLAN

SHOWING

PIPELINE RIGHT OF WAY

IN

S.E. 1/4 SEC. 8 TWP. 7 RGE. 7 W.2 M. EXT. 0

R.M. OF TECUMSEH No. 65

SCALE: 1:5000

OWNER(S): R & B PHILLIPS FARMS LTD.

LEGEND

PORTIONS REFERRED TO SHOWN THUS
WORKSPACE AREA SHOWN THUS
SURVEY MONUMENTS FOUND SHOWN THUS
SURVEY MONUMENTS PLANTED SHOWN THUS
DISTANCES ARE SHOWN IN METRES
DATE: 2012.10.24

CERTIFIED CORRECT:

Jade H. McLeod
JADE H. MCLEOD
SASKATCHEWAN LAND SURVEYOR



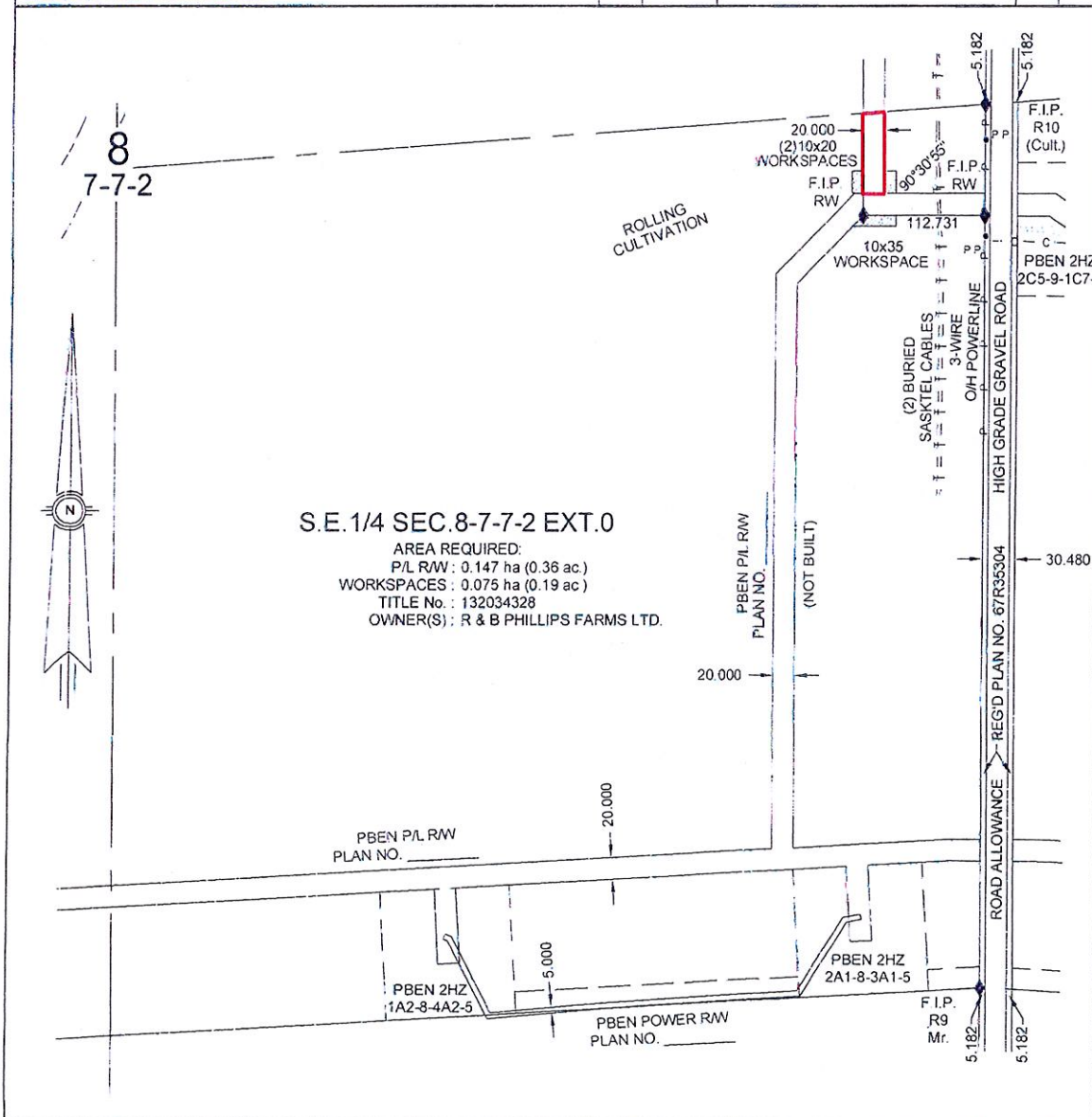
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AREA REQ'D: 0.147 ha
0.36 ac.

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BROKER FILE NO. 01535

REV	DATE	DESCRIPTION	DWG	CKD
0	2012.10.24	ISSUED	CEC	TH



PETROBAKKEN ENERGY LTD.

INDIVIDUAL OWNERSHIP PLAN

SHOWING

PIPELINE RIGHT OF WAY

IN

N.E.1/4 SEC.17 TWP.7 RGE.7 W.2M. EXT.0

R.M. OF TECUMSEH No. 65

SCALE: 1:5000

LEGEND

OWNER(S): R & B PHILLIPS FARMS LTD.

TITLE NO.: 106963555

OWNER(S): GERALD ALBERT PHILLIPS and

GLORIA JEAN PHILLIPS

TITLE NO.: 106963566

AN UNDIVIDED
1/2 INTEREST EACH

PORTIONS REFERRED TO SHOWN THUS
WORKSPACE AREA SHOWN THUS
SURVEY MONUMENTS FOUND SHOWN THUS
SURVEY MONUMENTS PLANTED SHOWN THUS
DISTANCES ARE SHOWN IN METRES
DATE: 2012.11.08

CERTIFIED CORRECT.

JADE H. McLEOD
SASKATCHEWAN LAND SURVEYOR

BROKER FILE No. 01474

PBEN FILE No: E08778

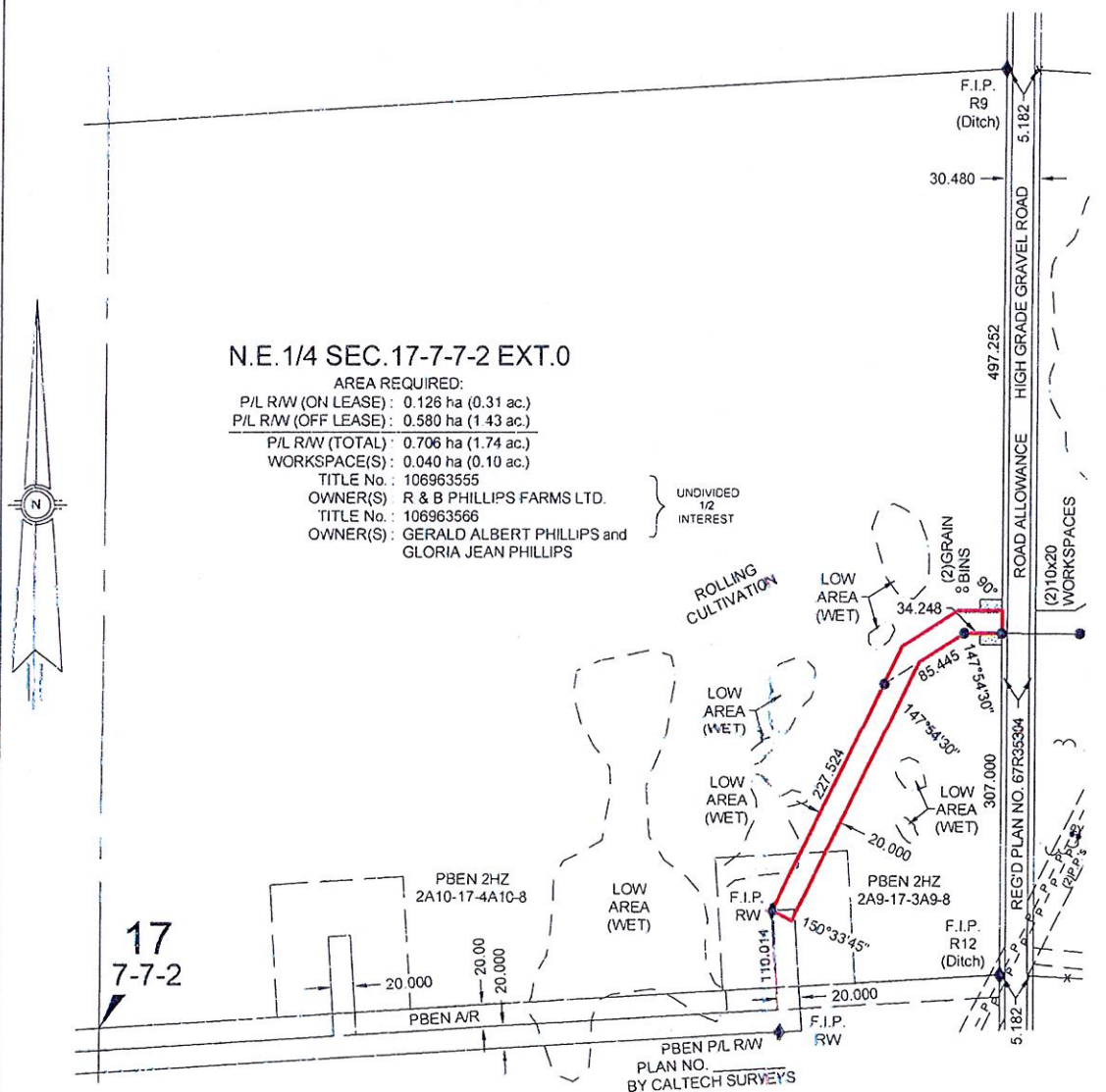
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1.74 ac.



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CALTECH JOB NO. 312-5930 312-5930/01.DWG			PBEN FILE No: E08778	
REV	DATE	DESCRIPTION	DWG	CK'D
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1	2012.11.08	REVISED AREAS TO ON/OFF LEASE	CV	RS



PETROBAKKEN ENERGY LTD.

INDIVIDUAL OWNERSHIP PLAN

SHOWING

PIPELINE RIGHT OF WAY

IN

N.W. 1/4 SEC. 17 TWP. 7 RGE. 7 W.2 M. EXT. 0

R.M. OF TECUMSEH No. 65

SCALE: 1:5000

LEGEND

PORTIONS REFERRED TO SHOWN THUS
WORKSPACE AREA SHOWN THUS
SURVEY MONUMENTS FOUND SHOWN THUS
SURVEY MONUMENTS PLANTED SHOWN THUS
DISTANCES ARE SHOWN IN METRES
DATE: 2012.11.08

CERTIFIED CORRECT

JADE H. McLEOD
SASKATCHEWAN LAND SURVEYOR

OWNER(S): R & B PHILLIPS FARMS LTD.

TITLE NO.: 106963577

OWNER(S): GERALD ALBERT PHILLIPS &

GLORIA JEAN PHILLIPS

TITLE NO.: 106963588

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3.64 ac.

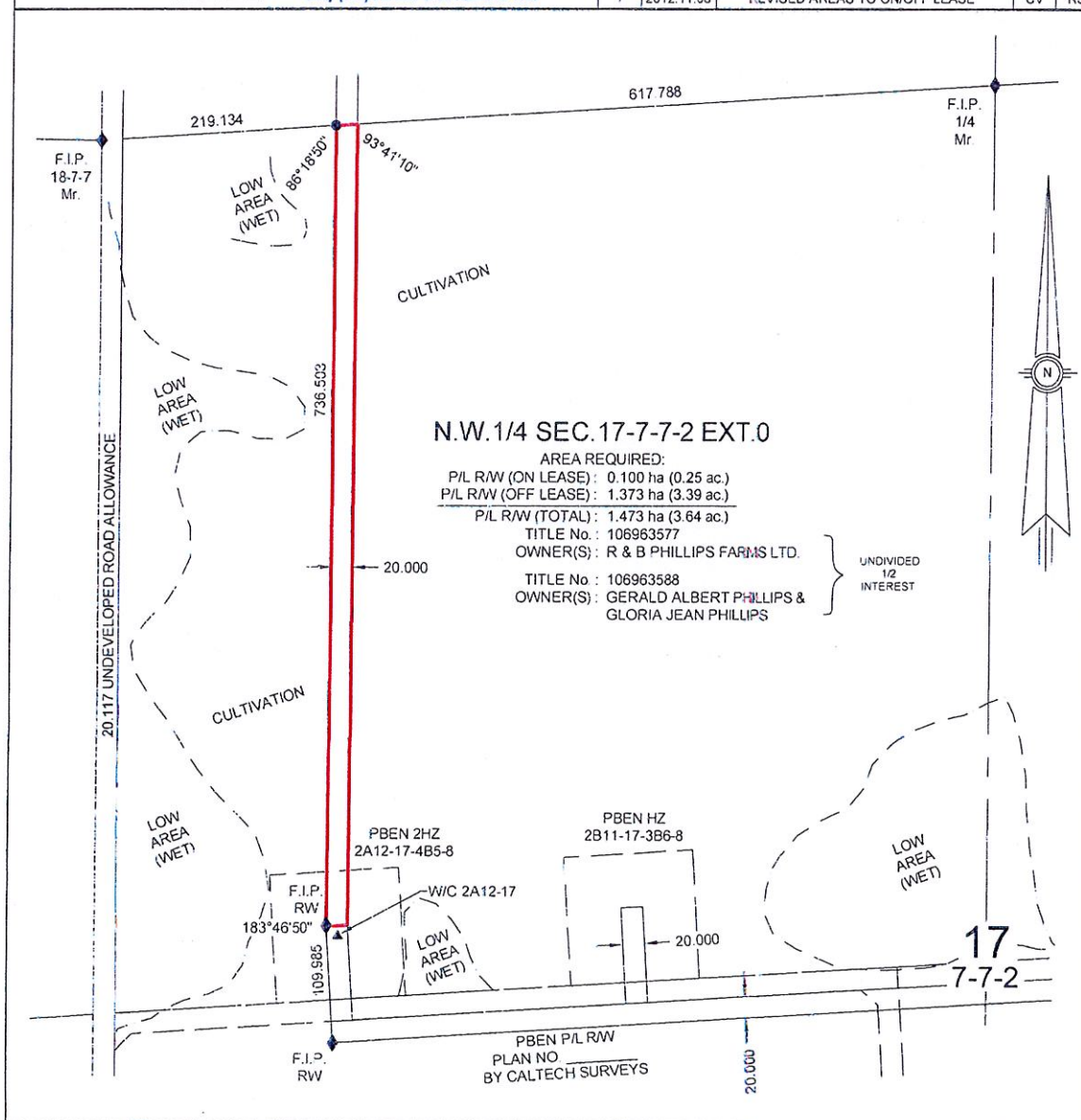


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BROKER FILE No: 01343

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1	2012.11.08	REVISED AREAS TO ON/OFF LEASE	CV	RS



PETROBAKKEN ENERGY LTD.

INDIVIDUAL OWNERSHIP PLAN

SHOWING

PIPELINE RIGHT OF WAY

IN

S.E. 1/4 SEC. 9 TWP. 7 RGE. 7 W.2 M. EXT. 0

R.M. OF TECUMSEH No. 65

SCALE: 1:5000

OWNER(S): R & B PHILLIPS FARMS LTD.

LEGEND

PORTIONS REFERRED TO SHOWN THUS
 WORKSPACE AREA SHOWN THUS
 SURVEY MONUMENTS FOUND SHOWN THUS
 SURVEY MONUMENTS PLANTED SHOWN THUS
 DISTANCES ARE SHOWN IN METRES
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CERTIFIED CORRECT

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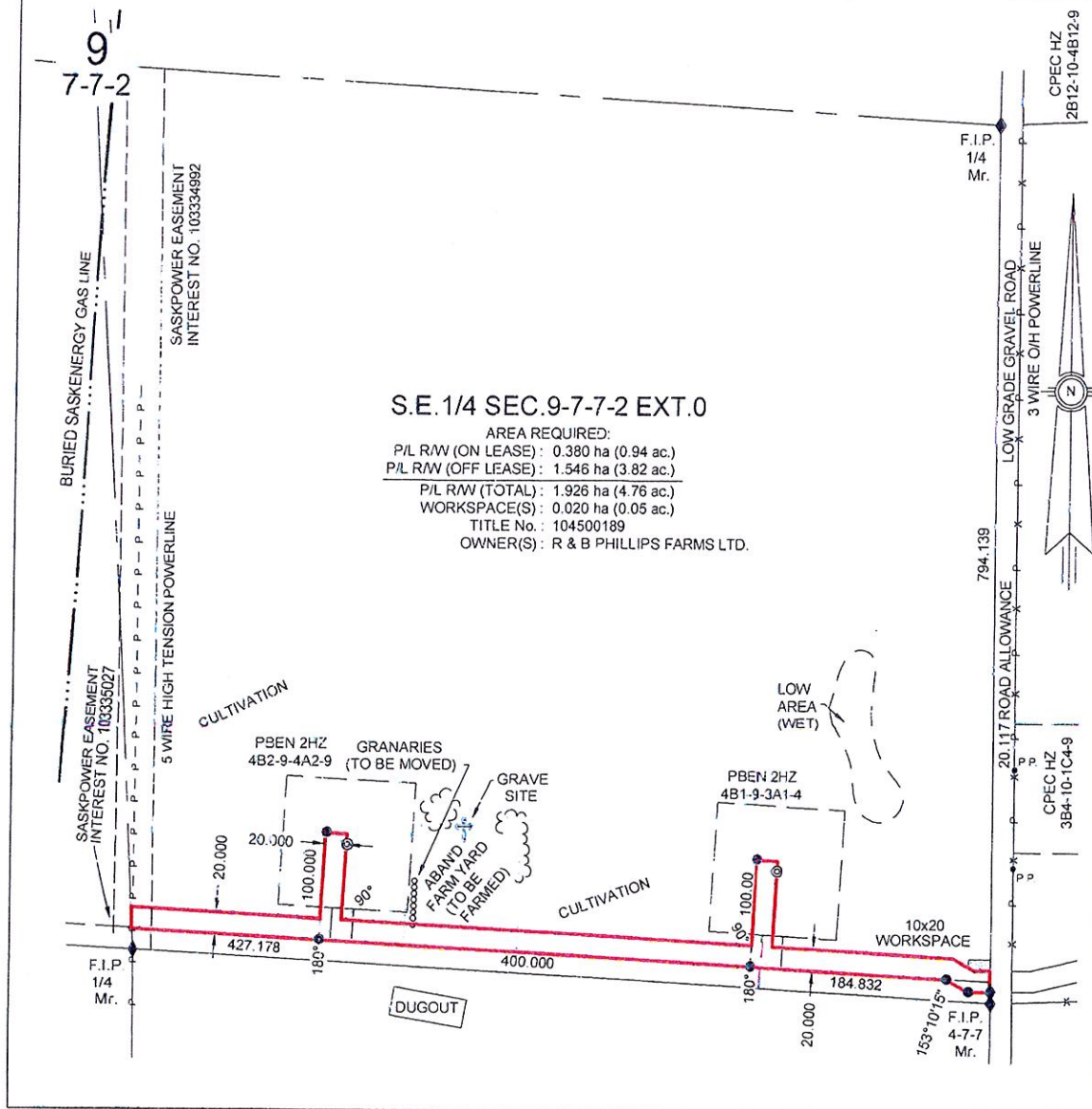
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BROKER FILE NO.: 01201

REV	DATE	DESCRIPTION	DWG	CK'D
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4	2012.11.08	REVISED AREAS TO ON/OFF LEASE	CV	RS



PETROBAKKEN ENERGY LTD.

INDIVIDUAL OWNERSHIP PLAN

SHOWING

PIPELINE RIGHT OF WAY

IN

S.W. 1/4 SEC. 9 TWP. 7 RGE. 7 W.2 M. EXT. 0

R.M. OF TECUMSEH No. 65

SCALE: 1:5000

OWNER(S): R & B PHILLIPS FARMS LTD.

LEGEND

PORTIONS REFERRED TO SHOWN THUS
 WORKSPACE AREA SHOWN THUS
 SURVEY MONUMENTS FOUND SHOWN THUS
 SURVEY MONUMENTS PLANTED SHOWN THUS
 DISTANCES ARE SHOWN IN METRES
 DATE: 2012.11.08

CERTIFIED CORRECT

TITLE NO.: 104500213

AREA REQ'D: 1.187 ha
2.93 ac.

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BROKER FILE NO. 01201

CALTECH JOB NO. 312-5930 312-5930/01.DWG			PBEN FILE NO.: E08638	
REV.	DATE	DESCRIPTION	DWG	CK'D
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3	2012.11.08	REVISED AREAS TO ON/OFF LEASE	CV	RS

