

January 19, 2012

**SURFACE RIGHTS BOARD**

IN THE MATTER OF THE PETROLEUM AND NATURAL GAS  
ACT, R.S.B.C. AS AMENDED

AND IN THE MATTER OF

BLOCK A OF THE SOUTH WEST ¼ OF SECTION 29 TOWNSHIP 77  
RANGE 15 WEST OF THE 6<sup>TH</sup> MERIDIAN PEACE RIVER DISTRICT;

BLOCK A OF THE SOUTH EAST ¼ OF SECTION 29 TOWNSHIP 77  
RANGE 15 WEST OF THE SIXTH MERIDIAN PEACE RIVER DISTRICT;

THE SOUTH WEST ¼ OF SECTION 21 TOWNSHIP 77 RANGE 15 WEST  
OF THE 6<sup>TH</sup> MERIDIAN PEACE RIVER DISTRICT, EXCEPT THE WEST 14  
FEET;

BLOCK A OF SECTION 20 TOWNSHIP 77 RANGE 15 WEST OF THE 6<sup>TH</sup>  
MERIDIAN PEACE RIVER DISTRICT

(THE LANDS)

BETWEEN:

**Spectra Energy Midstream Corporation**

(APPLICANT)

AND:

**Loiselle Investments Ltd.**

(RESPONDENT)

---

**BOARD ORDER**

---

The Board conducted a telephone mediation on January 19, 2012, where the parties discussed Spectra's application for a right of entry order

Spectra Energy Midstream Corporation ("Spectra") seeks a right of entry order to access certain lands legally owned by Loisel Investments Ltd. to perform the necessary reclamation and remediation work as part of an approved oil and gas activity.

Spectra requires the right of entry in order to comply with an order of the Oil and Gas Commission to reclaim and restore lands covered by Board Order 1675-1amd2.

I am satisfied that an order authorizing entry to the Lands is required for a purpose described in section 142 (a) to (c) of the *Petroleum and Natural Gas Act*, specifically the purpose described at section 142 (c) to comply with an order of the Oil and Gas Commission.

The parties consent to the Board issuing the right of entry order.

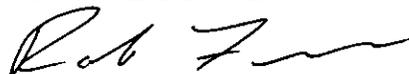
### **ORDER**

By consent, the Board orders as follows:

1. Upon payment of the amounts set out in paragraphs 2 and 3, the Applicant shall have the right of entry to and access across the portion of the Lands shown on the Individual Ownership Plans attached as Appendix "A for the purpose of performing the necessary reclamation and remediation work as part of the approved oil and gas activity, in compliance with an order of the Oil and Gas Commission. The Applicant's right of entry shall be subject to the terms and conditions attached as Appendix "B" to this right of entry order.
2. The Applicant shall deliver to the Surface Rights Board security in the amount of \$2,500.00 by cheque made payable to the Minister of Finance. All or part of the security deposit may be returned to the Applicant, or paid to the Respondent, upon agreement of the parties or as ordered by the Board.
3. The Applicant shall pay to the Respondent as the amount of \$5,341.50 as partial payment of compensation payable.
4. Nothing in this order operates as a consent, permission, approval, or authorization of matters within the jurisdiction of the Oil and Gas Commission.

Dated January 19, 2012

FOR THE BOARD

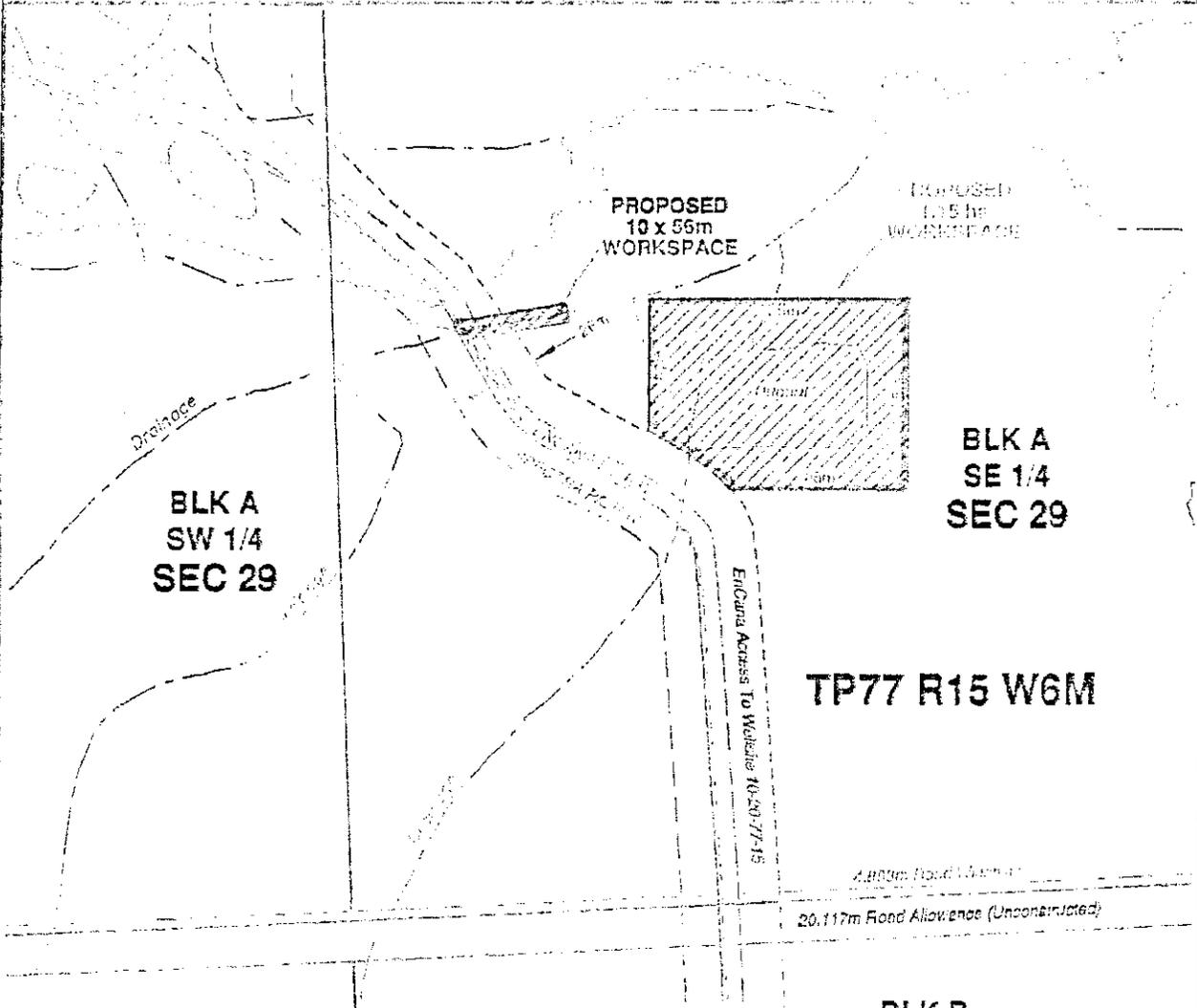


Rob Fraser, Vice Chair



**INDIVIDUAL OWNERSHIP PLAN SHOWING  
PROPOSED TEMPORARY WORKSPACE  
WITHIN BLOCK A OF THE SOUTH EAST 1/4 OF SECTION 29 TOWNSHIP 77 RANGE 15 W6M  
PEACE RIVER DISTRICT**

Page \_\_\_ of \_\_\_



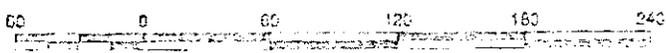
**Owner(s):** Lolselle Investments Ltd.  
Inc. No. 705654

**Title No.:** 045-18-748  
**Parcel Identifier:** 015-889-657  
**Company File:** \_\_\_\_\_

**Area(s):**  
Temporary Working Space                      1.21 ha                      2.99 ac

Certified correct and a true copy of November, 2011

Areas referred to shown thus:      Permanent SRW      Temporary WS



SCALE 1 : 3000

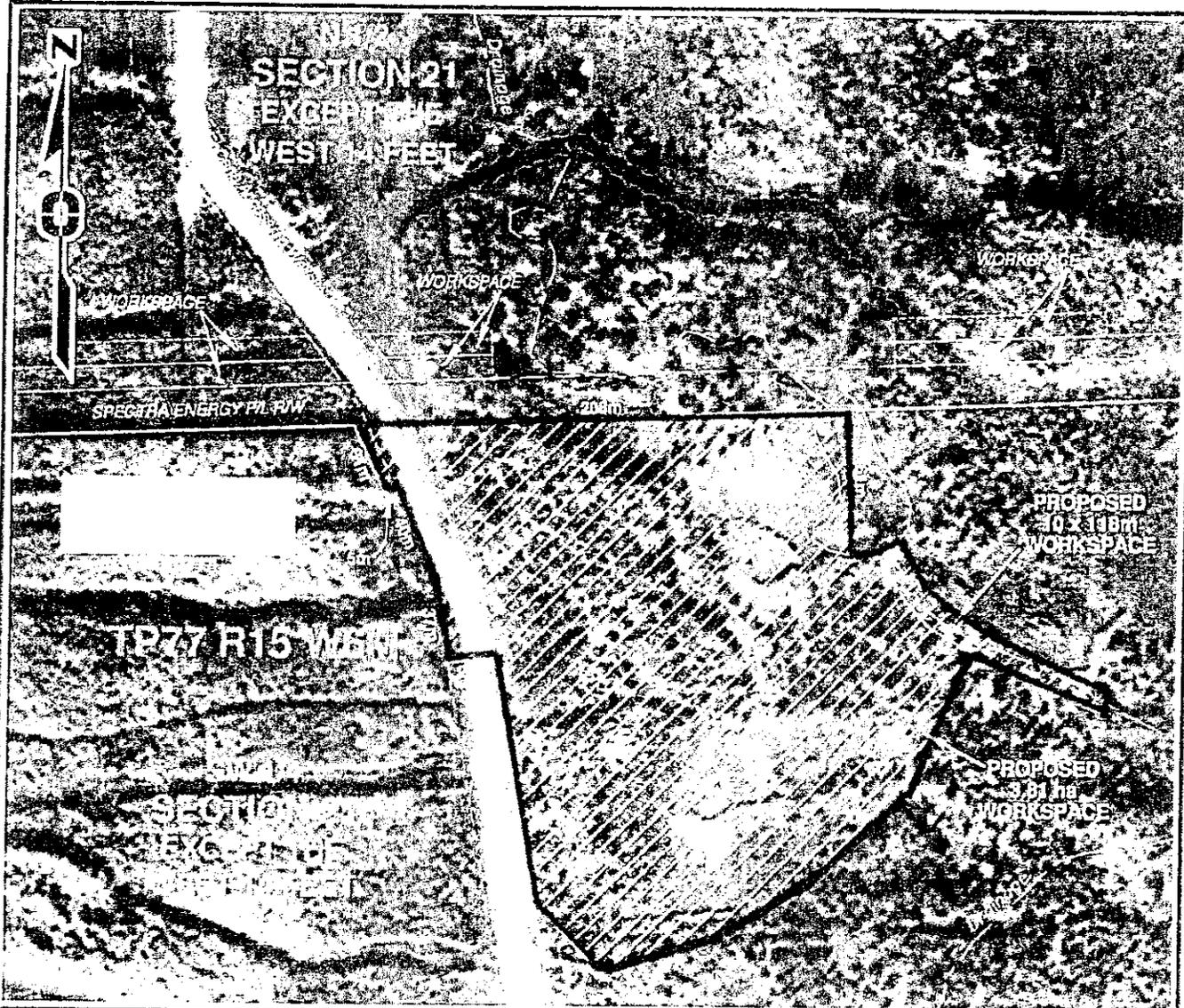
**Focus Job No.:** 1002441-5001  
**Date:** 2011/11/20  
**Drawn:** JR                      **Revision:** 1

**FOCUS**

FOCUS Engineering & Surveying  
10016 - 100th Avenue, Fort St John BC  
V1J 1Z5 250.787.0300 www.focus.ca

Page \_\_\_ of \_\_\_

**PROPOSED TEMPORARY WORKSPACE WITHIN SOUTH WEST 1/4 OF SECTION 21  
TOWNSHIP 77 RANGE 15 W6M, EXCEPT THE WEST 14 FEET  
PEACE RIVER DISTRICT**

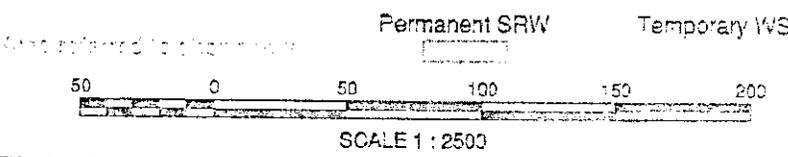


Client: Loiselle Investments Ltd.  
Inc. No. 705654

Project: BA516739  
 Phone: 014 390-744  
 Company File: \_\_\_\_\_

Area: \_\_\_\_\_  
 Temporary Working Space: 3.96 ha      9.71 ac

Certified correct this 7th day of December, 2011  
 \_\_\_\_\_  
 David E. Goeling, BCLS



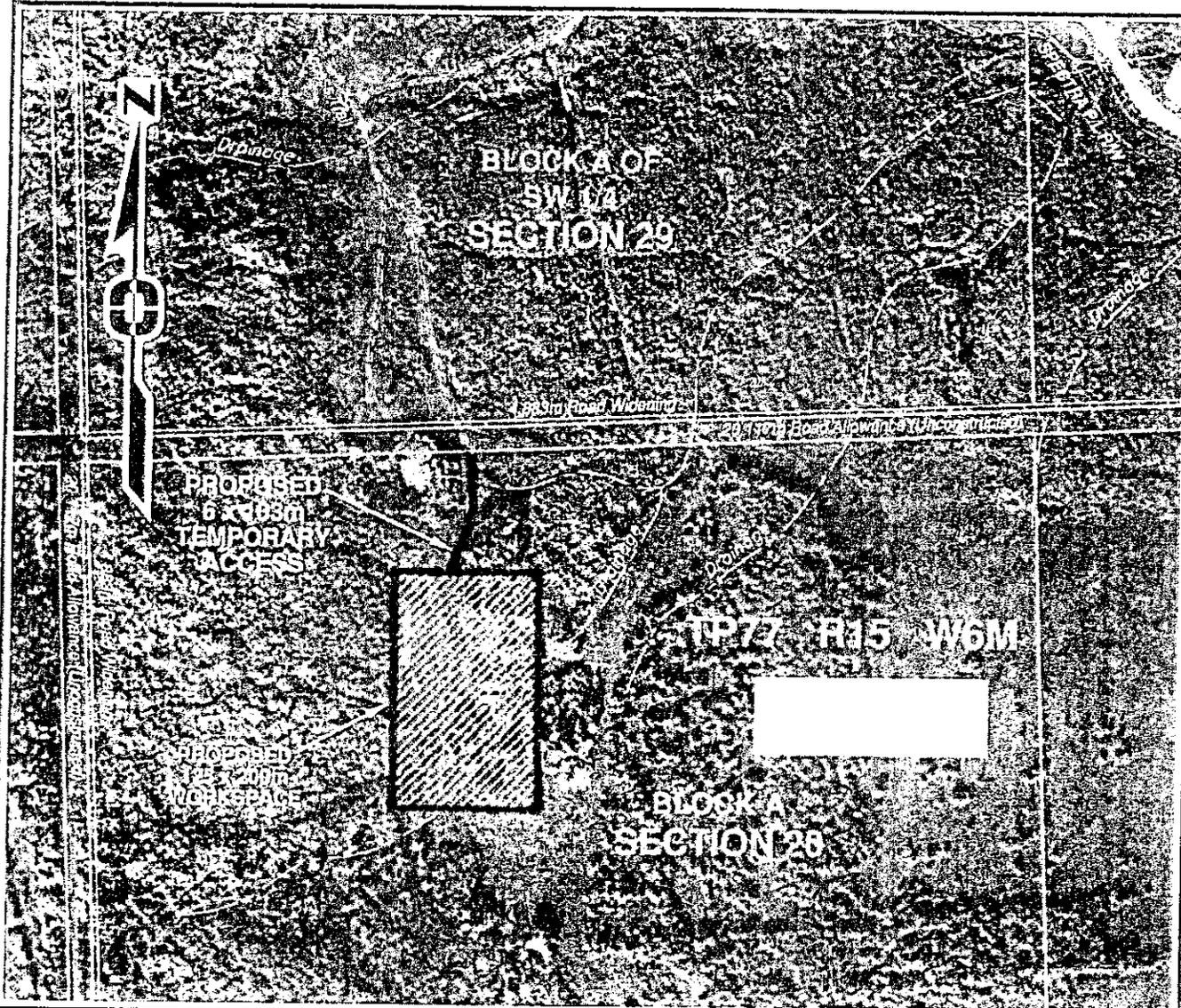
Project Number	110294NP60R1
Date	2011/12/07
Project File	Project 1

FOCUS

FOCUS PROJECT MANAGEMENT  
 10000 10th Street, Suite 100  
 Edmonton, Alberta T5C 1H4  
 Canada (403) 443-7777

IDENTIFY & OWNERSHIP PLAN SHOWING  
**PROPOSED TEMPORARY WORKSPACE AND TEMPORARY ACCESS**  
**WITHIN BLOCK A OF SECTION 20 TOWNSHIP 77 RANGE 15 W6M**  
**PEACE RIVER DISTRICT**

Page \_\_\_ of \_\_\_



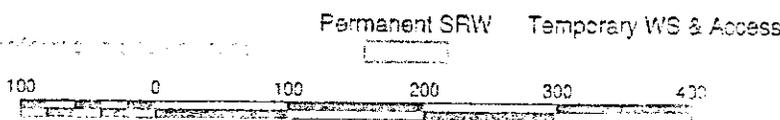
Owner's: Loiselle Investments Ltd.  
Inc. No. 705654

File No: BA516736  
 Parcel Map No: 014-390-671  
 County File: \_\_\_\_\_

Certified correct this 30th day of November, 2011

David E. Gesting S.O.L.S.

Temporary Access Road	0.08 ha	0.15 ac
Temporary Working Space	2.50 ha	6.18 ac
<b>Total</b>	<b>2.56 ha</b>	<b>6.33 ac</b>

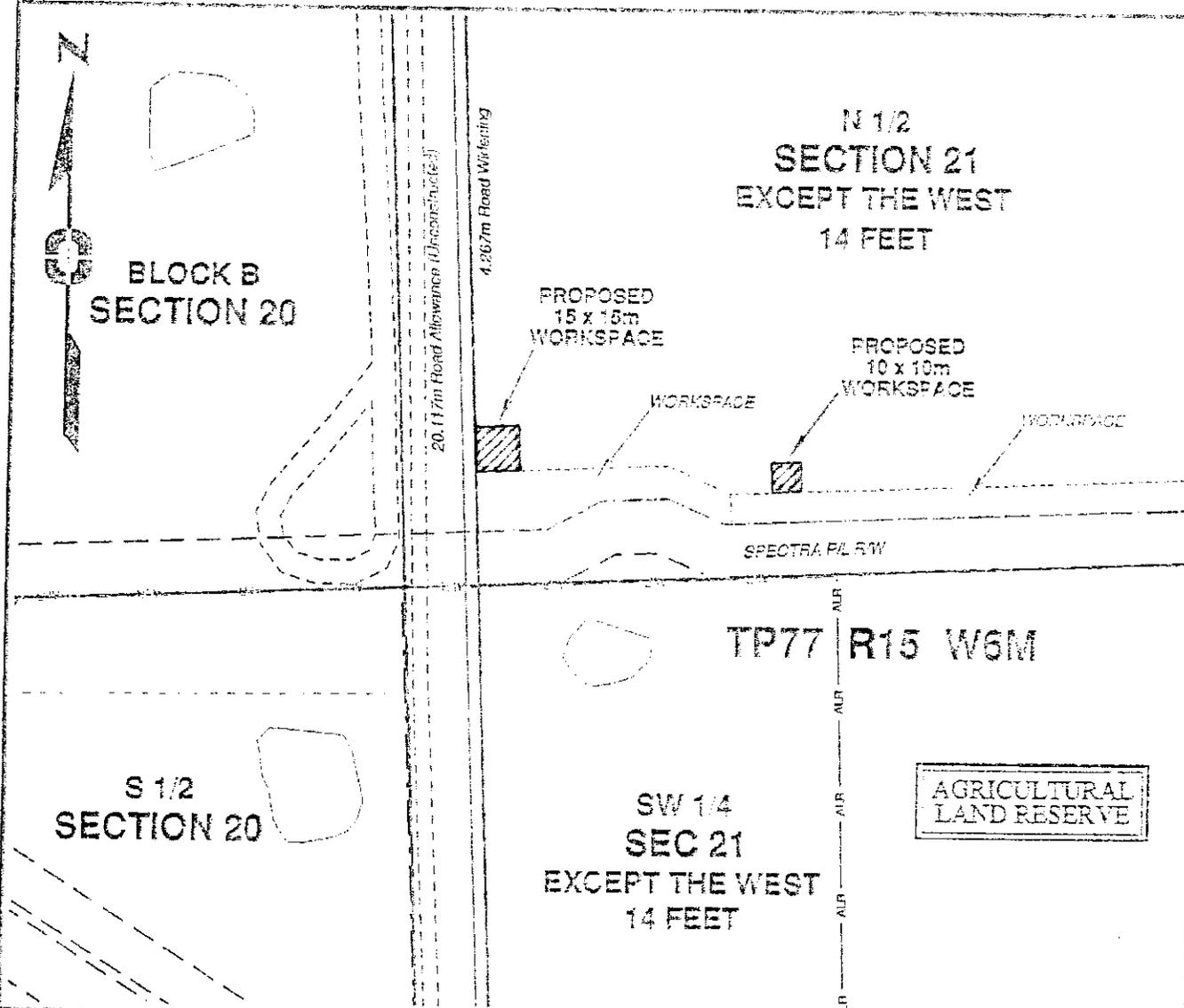


100294NP62R0  
 2011/11/30  
 0  
**FOCUS**  
 REALTY INC.

INDIVIDUAL OWNERSHIP PLAN SHOWING  
PROPOSED WORKSPACES

Page \_\_\_ of \_\_\_

WITHIN THE NORTH 1/2 OF SECTION 21 TOWNSHIP 77 RANGE 15 W6M,  
PEACE RIVER DISTRICT, EXCEPT THE WEST 14 FEET



Owner(s): Loielle Investments Ltd., Inc. No. 705854

Title No: BA518738  
Parcel Identifier: 014-380-710  
Company File:

Area(s):  
Temporary Working Space 0.09 ha 0.07 ac

Certified correct this 7th day of December, 2011  
David E. Goring, D.C.S.

Area referred to shown thus:  
Permanent SRW [Solid Line] Temporary WS [Hatched Area]  
50 0 50 100 150  
SCALE 1 : 2000

Focus Job No: 100294NP68R0  
Date: 2011/12/07  
Drafter: EB Revision: 0

**FOCUS**  
Focus Surveys  
FCS Land Services Limited Partnership

Fort St. John  
10716-100th Ave.  
B.C. V1J 1Z3  
Ph. (250)767-0300  
Fax (250)767-1611  
www.focus.ca

## APPENDIX "B"

### CONDITIONS FOR RIGHT OF ENTRY

1. Spectra shall make all reasonable efforts to contain its operations to the areas indicated on the individual ownership plans, including but not limited to, the travel and movement of personnel, vehicles, equipment, unless otherwise approved by the landowner.
2. Spectra shall make a reasonable effort to prevent the entry and spread of weeds on the Lands caused by Spectra's operations.
3. Spectra covenants and agrees to indemnify and save harmless the landowner from liabilities, damages, costs, claims, liens, suits or actions arising directly out of Spectra's operations on the Lands, other than that arising from the willful damage or negligence of the landowner.