

September 27, 2019

SURFACE RIGHTS BOARD

IN THE MATTER OF
THE *PETROLEUM AND NATURAL GAS ACT*, RSBC, c 361 AS AMENDED

AND IN THE MATTER OF
THE NORTH WEST $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 81, RANGE 14, WEST
OF THE 6TH MERIDIAN, PEACE RIVER DISTRICT (PID # 010-944-001)
(the "Lands")

BETWEEN:

Venturion Oil Limited

(APPLICANT)

AND:

Roy Ralph Juell

(RESPONDENT)

BOARD ORDER

Venturion Oil Limited (“Venturion”) seeks a right of entry order to access certain lands legally owned by Roy Ralph Juell to carry out an approved oil and gas activity, namely the construction, operation and maintenance of one (1) bi-directional flow produced water pipeline and other associated infrastructure in accordance with a permit issued by the Oil and Gas Commission on September 10, 2019, identified as Application Determination Number: 100108513.

Venturion requires access to the Lands for the purpose of constructing, operating and maintaining the Pipeline.

Accordingly, Venturion and the Respondent are advising the Board that they have reached an agreement on the right of entry as set out below and request the Board issue the right of entry for the proposed pipeline outlined in the permit issued by the Oil and Gas Commission on September 10, 2019, identified as Application Determination Number: 100108513.

BY CONSENT the Surface Rights Board orders:

- 1) Upon payment of the amounts set out in paragraph 2, the Applicant, Venturion, shall have the right to enter and access the portion of the Lands shown in Appendix **"A"** for the purpose of constructing, operating and maintaining the Pipeline in accordance with a permit issued by the Oil and Gas Commission on September 10, 2019, identified as Application Determination Number: 100108513.
- 2) Venturion shall pay the following compensation to the Respondent:
 - a. the sum of \$575.00 as compensation for the right of way consideration and compulsory aspect to the entry, occupation and use of the right of way; and
 - b. the sum of \$3,050.00 as compensation for the temporary workspace area and compulsory aspect to the entry, occupation and use of the temporary workspace; and
 - c. the sum of \$1,500.00 as compensation for severance, nuisance, inconvenience and time spent in negotiations.
- 3) The Applicant, Venturion, agrees to be bound by the conditions listed in attached Appendix **"B"**.
- 4) The Board retains jurisdiction to provide mediation and arbitration services with respect to construction damages off the demised premises, if any, and the parties are at liberty to return to the Board if necessary to resolve any issue respecting construction damages.

- 5) Nothing in this order operates as consent, permission, approval or authorization of matters within the jurisdiction of the Oil and Gas Commission.

DATED: September 27, 2019

FOR THE BOARD



Cheryl Vickers, Chair

APPENDIX “B”

1. Construction:

- Minimize the area where the topsoil is stripped. In frozen conditions stripping area of 12” to 18” on either side of the trench. If non-frozen conditions suitable width to ensure topsoil conservation and minimize risk of soil admixing. Approach to be agreed upon by Stringam LLP and Venturion prior to construction;
- Minimize the width of the trench line (only wide enough to safely install the pipe and follow applicable regulations);
- The use of a wheel ditcher, if feasible for required trench width, and soil mulcher (in frozen conditions) during trenching. If use of a wheel ditcher is not feasible, Venturion will contact Stringam LLP to discuss trenching methodology prior to construction;
- Compact the subsoil in the trench line and the bell holes in stages from the safety zone upwards using compaction wheels;
- When permissible, replace the topsoil at completion of the pipeline installation;
- If fencing is taken down during construction, Venturion will rebuild same at the same standards.

2. Cleaning of Equipment:

2.1 Prior to Start of Construction

- Knocking or scraping off soil lumps and sweeping off loose soil and crop debris;
- Venturion to ensure that the trucks that are used to haul the equipment will be cleaned prior to loading and entering the Lands; and
- Venturion to notify Stringam LLP to allow for an inspection of the equipment prior to the start of construction.

2.2 Washing Stations

- Knocking or scraping off soil lumps and sweeping off loose soil and crop debris;
- Use compressed air to remove any remaining soil and drop debris; and
- Stations to be located at suitable locations if areas identified as high thistle infestations within the lands in question. Locations to be agreed upon by Stringam LLP and Venturion prior to construction.

3. Monitoring:

- A representative of Venturion to ensure the above-mentioned commitments are followed and documented;
- A representative of Venturion to provide periodic updates to Stringam LLP during kick-off, construction and cleanup; and
- Any changes to the above commitments will be discussed with Stringam LLP prior to implementation.

4. Post-Construction:

- Venturion to schedule phone calls with Respondent when inspections are being conducted on the Right-of-Way, so that the Respondent can address any issues at that time.