

**File No. 1796**  
**Board Order No. 1796-1**

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**June 4, 2013**

**SURFACE RIGHTS BOARD**

**IN THE MATTER OF THE PETROLEUM AND NATURAL GAS ACT,  
R.S.B.C. 1996, C. 361 AS AMENDED**

**AND IN THE MATTER OF**

**THE SOUTH EAST ¼ OF SECTION 17 TOWNSHIP 78 RANGE 17 WEST OF  
THE 6<sup>TH</sup> MERIDIAN PEACE RIVER DISTRICT, EXCEPT PLANS 23873 AND  
PGP36854**

**(The "Lands")**

**BETWEEN:**

**Murphy Oil Company Ltd.**

**(APPLICANT)**

**AND:**

**Shallan Marie Hauber**

**(RESPONDENT)**

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**BOARD ORDER**

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Murphy Oil Company Ltd. ("Murphy") seeks a right of entry order to access certain lands legally owned by Shallan Marie Hauber to carry out an approved oil and gas activity, namely to operate and maintain three existing flowlines located on the Lands.

The Oil and Gas Commission (the "OGC") has issued a permit for Murphy's project.

On June 3, 2013 I conducted a telephone conference attended by Z. Reimers, R. McKenzie and R. Williams for Murphy Oil, and S. Hauber and D. Carter for the Landowners.

I heard submissions from both parties, with Murphy asking the Board to issue an entry order and the Landowners both opposing the order and asking Murphy to remove the flowlines installed by trespass on the Lands.

I considered the submissions, and did not embrace the request to broadly interpret the Board's mandate and refuse to issue the entry order because Murphy installed the pipelines without the approval of the Landowners or a Board order. Rather, I found that Murphy requires the entry order to carry on an approved gas and oil activity, in fulfillment of the OGC's amended permit for this project.

## **ORDER**

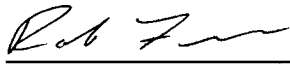
Pursuant to section 159 of the *Petroleum and Natural Gas Act*, the Board orders as follows:

1. Upon payment of the amounts set out in paragraphs 3 and 4, Murphy Oil shall have the right of entry to and access across the portions of the lands shown outlined in red on the Individual Ownership Plan attached as Appendix "A" (the "Lands") for the purpose of carrying out the approved oil and gas activities, namely the operation of three flow lines.
2. Murphy Oil's right of entry shall be subject to the terms and conditions attached as Appendix "B" to this right of entry Order.
3. Murphy Oil shall pay to the landowner as partial compensation the total amount of \$1,000.

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: June 4, 2013

FOR THE BOARD

A handwritten signature in cursive script, appearing to read "Rob Fraser", is written above a solid horizontal line.

Rob Fraser, Mediator

**Schedule "A"**

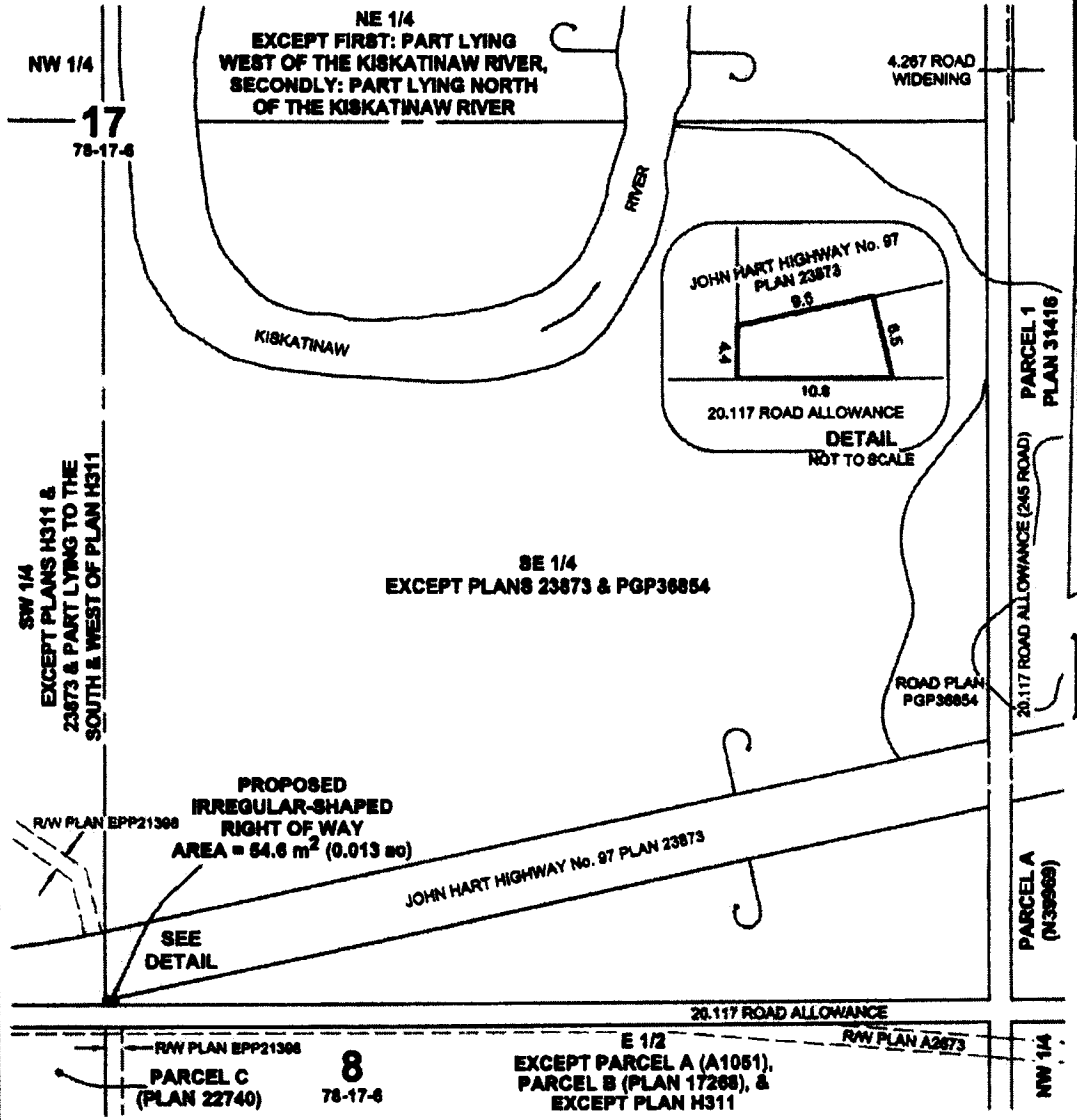
Page \_\_\_ of \_\_\_

Attached to and made part of a Lease dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between

SHALLAN MARIE HAUBER as Owner and Murphy Oil Company Ltd. as Company.

**INDIVIDUAL OWNERSHIP PLAN**

SHOWING PROPOSED IRREGULAR SHAPED RIGHT OF WAY  
 WITHIN SE 1/4 OF SECTION 17, TOWNSHIP 78, RANGE 17, W8M, EXCEPT PLANS 23873 & PGP36854  
 PEACE RIVER DISTRICT



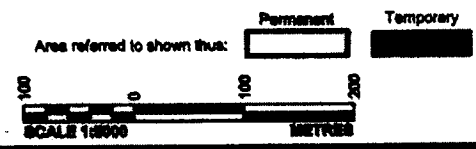
Owner(s) : SHALLAN MARIE HAUBER

Certification Title No. : P102883  
 Parcel Identification No. : 014-363-999  
 Murphy File : 82128038

Area:		
AREA	84.6 m <sup>2</sup>	0.013 ac
Total	84.6 m <sup>2</sup>	0.013 ac

This plan certified correct this  
 4th day of September, 2012.

Rich E. Nixon S.C.L.S.  
 DWG: F-0038-12-S-JOP By: PJP  
 Revision: 0



**MIDWEST SURVEYS**  
 LAND SURVEYING LTD.  
 11003 Alameda Road  
 Fort St. John, BC  
 V1J 6P3  
 Tel: 250-785-3802

**APPENDIIX "B"**  
**CONDITIONS FOR RIGHT OF ENTRY**

- 1 The flow lines have been constructed and the land reclaimed. This order allows for the continued operation of the flow lines on the Lands. It does not authorize any access to the surface of the Lands, except to respond to an emergency. Should surface access be required for any other reason, including maintenance or inspection of the flow lines a separate agreement with the landowner or further right of entry order from the Board will be required.
  
- 2 Murphy Oil covenants and agrees to indemnify and save harmless the landowner from liabilities, damages, costs, claims, liens, suits or actions arising directly out of Murphy Oil's operations on the Lands, other than arising from or related to the wilful conduct or negligence of the landowner.