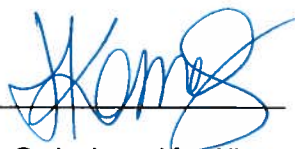


TAB P

This is Exhibit "P" referred to in
the affidavit of Scott McCorquodale
SWORN before me this 29th day of March, 2018



A Commissioner for Oaths in and for Alberta

Jillian R. Karras
Barrister & Solicitor

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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001-04234-000
This Agreement made effective this 1st day of October, 1998

BETWEEN

**LUTHERAN CHURCH - CANADA, THE ALBERTA - BRITISH COLUMBIA
DISTRICT**

(in one capacity hereinafter called the "Grantor")

- and -

**LUTHERAN CHURCH - CANADA, THE ALBERTA - BRITISH COLUMBIA
DISTRICT**

(in its other capacity herein called the "Grantee")

- and -

PRINCE OF PEACE CONGREGATION
(in its capacity as operator of the School)

JOINT USE AND UTILITY AGREEMENT

RECITALS

WHEREAS the Grantor is the registered owner of three (3) parcels of land in the municipal district of Rocky View, in the Province of Alberta, legally described as follows:

Plan 9712096

Block 1

("Parcel A")

Plan 9712096

Block 2

("Parcel B") and

Condominium Plan 9812469

Units 1- 40 inclusive

("Parcel C")

(jointly referred to as the "Lands")

AND WHEREAS the Lands immediately adjoin each other;

AND WHEREAS there is currently constructed on Parcel A a church/school complex presently operated by the Prince of Peace Congregation;

AND WHEREAS there is or will be constructed on Parcel A a water treatment facility, a portion of which is or will be housed within the church/school complex;

AND WHEREAS there is or will be constructed on Parcel B a sewage lagoon together with some common private utility lines servicing Parcel A and Parcel C;

AND WHEREAS the Grantee plans to develop the Project on Parcel C;

AND WHEREAS there is on Parcel A a body of water which the Grantee plans to use for irrigation purposes;

AND WHEREAS the Project and Parcel A will need treated water, irrigation water and sewage disposal, and Parcel B will need irrigation water and the Grantee desires to use the Plant, the Irrigation Pond and the Lagoon to meet those needs;

AND WHEREAS the Municipal District of Rockyview No. 44 (the "MD"), requires the creation of certain rights, encroachments and other rights of owners of each parcel;

AND WHEREAS at some time in the future the Grantor may not be the owner of all the Lands;

The Grantor and the Grantee are entering into this Agreement in order to assure the MD, the Grantor and the Grantee and each successor in title to the Lands, the continuation of the easements, covenants and agreements hereinafter described.

NOW THEREFORE in consideration of the sum of one (\$1.00) Dollar and other good and valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, and of the mutual promises and conditions contained herein, the Grantor and the Grantee hereby agree that:

ARTICLE I - DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this agreement,

- (a) "Dominant Tenement" means a parcel for the benefit of which a particular easement or similar right or privilege is granted hereunder and each parcel is a Dominant Tenement herein;

- (b) "Formula" means the formula given in Schedule "A" of this Agreement;
- (c) "Irrigation Pond" means the body of water from surface run off located on Parcel A and all facilities and improvements on Parcel A pertaining to and necessary for providing water from the body of water for irrigation purposes;
- (d) "Lagoon" means the sewage lagoons constructed or to be constructed on Parcel B and all facilities and improvements located on Parcel B pertaining to and necessary for the proper operation of the sewage lagoons;
- (e) "Plant" means all the equipment and improvements which comprise and are necessary for the proper operation of the water treatment facility constructed or to be constructed on Parcel A, including, without limiting the foregoing, all such equipment and improvements located within the church/school complex;
- (f) "Private Irrigation Lines" means any and all irrigation and water lines extending from the Irrigation Pond to the facilities located on Parcel B and Parcel C;
- (g) "Private Sewer Lines" means any and all deep sewer lines extending from the residential sewer lines on Parcel C to the Lagoon and from the church/school complex located on Parcel A to the Lagoon;
- (h) "Private Water Lines" means any and all deep potable water lines extending from the Plant to the residential water lines on Parcel C and from the Plant to the Lagoon facilities on Parcel B;
- (i) "Project" means a residential condominium development constructed or to be constructed on Parcel C;
- (j) "School" means the church/school complex constructed on Parcel A;
- (k) "Servient Tenement" means a parcel over which a particular easement or similar right or privilege is granted hereunder or a parcel subject to the burden of such an easement or similar right or privilege and each parcel is a Servient Tenement herein;
- (l) "Utilities" means the Irrigation Pond, the Plant, the Lagoon, the Private Irrigation Lines, the Private Sewer Lines and the Private Water Lines, together with the usual and ordinary appurtenances thereto as the case may be.

1.2 Headings

The headings used in this Agreement are for ease of reference only and shall not affect the meaning or interpretation of this Agreement.

1.3 Number and Gender

This Agreement shall be read with all changes of gender or number required by the context.

1.4 Choice of Law

This Agreement shall be governed and interpreted by the laws of the Province of Alberta.

ARTICLE II - ROADWAYS & PATHWAYS

2.1 The Grantor, as the registered owner of Parcel C, hereby grants unto the Grantee, as registered owner of Parcel A and Parcel B, an easement and right of way over and through those portions of Parcel C designated as roadways by the owner of Parcel C, for the sole and absolute purpose of permitting all vehicular traffic egress and ingress from and to the roadways of Parcel A and Parcel B, and from and to the private homes and public facilities on Parcel C.

2.2 The Grantor, as the registered owner of Parcel A, hereby grants unto the Grantee, as registered owner of Parcel B and Parcel C, an easement and right of way over and through those portions of Parcel A designated as roadways by the owner of Parcel A, for the sole and absolute purpose of permitting all vehicular traffic egress and ingress from and to the roadways of Parcel B and Parcel C, and from and to the public facilities on Parcel A, and from and to any area of Parcel A designated as a recreational vehicle parking lot by the owner of Parcel A.

2.3 The Grantor, as the registered owner of Parcel B, hereby grants unto the Grantee, as registered owner of Parcel A and Parcel C, an easement and right of way over and through those portions of Parcel B designated as roadways by the owner of Parcel B, for the sole and absolute purpose of permitting all vehicular traffic egress and ingress from and to the roadways of Parcel A and Parcel C and from and to the public facilities on Parcel B.

2.4 The Grantor, as the registered owner of Parcel C, hereby grants unto the Grantee, as registered owner of Parcel A and Parcel B, an easement and right of way over and through those portions of Parcel C designated as pathways and public areas by the owner of Parcel C, for the purpose of permitting pedestrian traffic egress and ingress from and to the pathways and public areas of Parcel A and Parcel B, and for the use and enjoyment of the pathways and public areas of Parcel A and Parcel B, provided such pedestrian traffic is the result of the use and enjoyment of the pathways and public areas on Parcel C by

(a) individuals who are members, adherents, or employees of the Prince of

Peace Congregation;

- (b) students, employees or agents of the church/school operated by the Prince of Peace Congregation on Parcel A; or
- (c) the families and guests of (a) and (b).

2.5 The Grantor, as the registered owner of Parcel A, hereby grants unto the Grantee, as registered owner of Parcel B and Parcel C, an easement and right of way over and through those portions of Parcel A designated as pathways and public areas by the owner of Parcel A, for the purpose of permitting all pedestrian traffic egress and ingress from and to the pathways and public areas of Parcel B and Parcel C, and for the use and enjoyment of the pathways and public areas of Parcel B and Parcel C, provided such pedestrian traffic is the result of the use and enjoyment of those pathways and public areas by

- (a) individuals who are residents of Parcel C;
- (b) the families and guests of (a); or
- (c) employees or agents of the owners of Parcel B and Parcel C.

2.6 The Grantor, as the registered owner of Parcel B, hereby grants unto the Grantee, as registered owner of Parcel A and Parcel C, an easement and right of way over and through those portions of Parcel B designated as pathways and public areas by the owner of Parcel B, for the purpose of permitting all pedestrian traffic egress and ingress from and to the pathways and public areas of Parcel A and Parcel C, and for the use and enjoyment of the pathways and public areas of Parcel A and Parcel C, provided such pedestrian traffic is the result of the use and enjoyment of those pathways and public areas by

- (a) individuals who are members, adherents, or employees of the Prince of Peace Congregation;
- (b) students, employees or agents of the church/school operated by the Prince of Peace Congregation on Parcel A;
- (c) individuals who are residents of Parcel C;
- (d) the families and guests of (a), (b), and (d); or
- (e) the employees or agents of the owners of Parcel C.

2.7 Each owner shall do or cause to be done all things reasonably necessary to be done or observed to protect and maintain the easements and rights of way hereby granted and all rights appertaining thereto including, without limiting the generality of the foregoing:

- (a) each owner shall, at its own expense, reasonably maintain and repair the roadway on its respective Parcel, and keep the same reasonably free of debris and snow which would hamper vehicular travel;
- (b) subject to Article 2.7(c), each owner shall not permit any barrier, barricade or other obstruction, natural or man-made, to exist on the roadways or pathways of his Parcel or the entrances to and exits from his Parcel except each owner may:
 - (i) erect such barriers, barricades, or other obstructions or block or eliminate such entrances or exits as are required by any:

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- (A) local, provincial or federal authority; or
- (B) local, provincial or federal law, regulation, bylaw, permit or other instrument; and
- (ii) erect barriers, barricades or other obstructions for the purpose of providing security to the Project or the Lands provided that reasonable access is provided to the Grantee, its employees, contractors, directors, officers and invitees.
- (c) notwithstanding Article 2.7(b), each owner shall take such reasonable steps as are necessary and prudent to regulate the orderly flow of vehicular traffic through his Parcel.

ARTICLE III - EASEMENTS AND RIGHT OF WAYS

3.1 The Grantor, as the registered owner of Parcel A, hereby grants unto the Grantee, as the registered owner of Parcel B and Parcel C, an easement and right of way in, through and over Parcel A for the purpose of constructing, erecting, digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the Plant, the Irrigation Pond, any and all Private Irrigation Lines, Private Sewer Lines and Private Water Lines laid in, under, on, over, or across Parcel A; the right, privilege and easement being subject to the following terms and conditions:

- (a) the easement of a right of way granted by this Article shall be for such length of time as the Plant, the Irrigation Pond, the Private Irrigation Lines, Private Sewer Lines and Private Water Lines are required by the Grantee;
- (b) the Grantee, its tenants, contractors, subcontractors, officers, servants, agents and workmen shall have the full and free right and liberty to ingress, egress and to pass and repass on the right of way either on foot or by means of vehicles or necessary machines or whatsoever, and to remain on the right of way for all purposes of constructing, erecting, digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the Plant, the Irrigation Pond, the Private Irrigation Lines, Private Sewer Lines and Private Water Lines and to restore the Lands which may include landscaping or hard surfacing of a driveway, parking lot or other improvement;
- (c) the Grantor covenants that he will not build, erect or maintain or permit or suffer to be built, erected or maintained on the right of way any fence, building or structure nor allow changes to the design of existing surface grades nor plant or maintain nor allow or suffer to be planted or maintained thereon any trees or shrubs nor allow changes to the existing design which would or could further prevent or hinder the exercise by the Grantee of any of the rights herein granted

without the written consent of the grantee, which consent shall not be unreasonably withheld.

- (d) subject to Article 3.1(f) the Grantee will indemnify and save harmless the Grantor from and against all claims, damages, debts, dues, suits, actions and causes of action, costs or sums of money that the Grantor may suffer or be put to by reason of anything done by the Grantee, its tenants, contractors, subcontractors, officers, servants, agents and workmen or any party acting under or with the Grantee's authority in the exercise of the rights and privileges granted herein which might arise out of any work or operations done on Parcel A pursuant to this agreement;
- (e) the Grantor and Grantee agree that all repairs and related work shall be done in a good and workmanlike manner and the Grantee shall, in exercising its easement, rights and privileges under this Article, do so in a manner which will cause or do as little damage and inconvenience to the Grantor as is possible and any excavations or workings made or done in connection with the exercise of said rights, shall, so far as it is reasonably practical, be restored to their former conditions; and
- (f) notwithstanding Article 3.1(d), provided that the Grantee carries on any or all operations in a good, workmanlike and diligent manner, the Grantee shall not be liable to the Grantor for any interruption that may arise.

3.2 The Grantor, as the registered owner of Parcel B, hereby grants unto the Grantee, as the registered owner of Parcel A and Parcel C, an easement and right of way in, through and over Parcel B for the purpose of constructing, erecting, digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the Lagoon, any and all Private Irrigation Lines, Private Sewer Lines and Private Water Lines laid in, under, on, over, or across Parcel B, the right, privilege and easement being subject to the following terms and conditions:

- (a) the easement of a right of way granted by this Article shall be for such length of time as the Lagoon, the Private Irrigation Lines, Private Sewer Lines and Private Water Lines are required by the Grantee;
- (b) the Grantee, its tenants, contractors, subcontractors, officers, servants, agents and workmen shall have the full and free right and liberty to ingress, egress and to pass and repass on the right of way either on foot or by means of vehicles or necessary machines or whatsoever, and to remain on the right of way for all purposes of constructing, erecting, digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the Lagoon, the Private Irrigation Lines, Private Sewer Lines and Private Water Lines and to restore the Lands which may include landscaping or hard surfacing of a driveway, parking lot or other improvement;

- (c) the Grantor covenants that he will not build, erect or maintain or permit or suffer to be built, erected or maintained on the right of way any fence, building or structure nor allow changes to the design of existing surface grades nor plant or maintain nor allow or suffer to be planted or maintained thereon any trees or shrubs nor allow changes to the existing design which would or could further prevent or hinder the exercise by the Grantee of any of the rights herein granted without the written consent of the grantee, which consent shall not be unreasonably withheld;
- (d) subject to Article 3.2(f) the Grantee will indemnify and save harmless the Grantor from and against all claims, damages, debts, dues, suits, actions and causes of action, costs or sums of money that the Grantor may suffer or be put to by reason of anything done by the Grantee, its tenants, contractors, subcontractors, officers, servants, agents and workmen or any party acting under or with the Grantee's authority in the exercise of the rights and privileges granted herein which might arise out of any work or operations done on Parcel B pursuant to this agreement;
- (e) the Grantor and Grantee agree that all repairs and related work shall be done in a good and workmanlike manner and the Grantee shall, in exercising its easement, rights and privileges under this Article, will do so in a manner which will cause or do as little damage and inconvenience to the Grantor as is possible and any excavations or workings made or done in connection with the exercise of said rights, shall, so far as it is reasonably practical, be restored to their former conditions; and
- (f) notwithstanding Article 3.2(d), provided that the Grantee carries on any or all operations in a good, workmanlike and diligent manner, the Grantee shall not be liable to the Grantor for any interruption that may arise.

3.3 The Grantor, as the registered owner of Parcel C, hereby grants unto the Grantee, as the registered owner of Parcel A and Parcel B, an easement and right of way in, through and over Parcel C for the purpose of constructing, erecting, digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating of any and all Private Irrigation Lines, Private Sewer Lines and Private Water Lines laid in, under, on, over, or across Parcel C, the right, privilege and easement being subject to the following terms and conditions:

- (a) the easement of a right of way granted by this Article shall be for such length of time as the Private Irrigation Lines, Private Sewer Lines and Private Water Lines are required by the Grantee;
- (b) the Grantee, its tenants, contractors, subcontractors, officers, servants, agents and workmen shall have the full and free right and liberty to ingress, egress and to pass and repass on the right of way either on foot or by means of vehicles or necessary machines or whatsoever, and to remain on the right of way for all

purposes of constructing, erecting, digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the Private Irrigation Lines, Private Sewer Lines and Private Water Lines and to restore the Lands which may include landscaping or hard surfacing of a driveway, parking lot or other improvement;

- (c) the Grantor covenants that he will not build, erect or maintain, or permit or suffer to be built, erected or maintained on the right of way any fence, building or structure nor allow changes to the design of existing surface grades nor plant or maintain nor allow or suffer to be planted or maintained thereon any trees or shrubs nor allow changes to the existing design which would or could further prevent or hinder the exercise by the Grantee of any of the rights herein granted without the written consent of the grantee, which consent shall not be unreasonably withheld;
- (d) subject to Article 3.3(f) the Grantee will indemnify and save harmless the Grantor from and against all claims, damages, debts, dues, suits, actions and causes of action, costs or sums of money that the Grantor may suffer or be put to by reason of anything done by the Grantee, its tenants, contractors, subcontractors, officers, servants, agents and workmen or any party acting under or with the Grantee's authority in the exercise of the rights and privileges granted herein which might arise out of any work or operations done on Parcel C pursuant to this agreement;
- (e) the Grantor and Grantee agree that all repairs and related work shall be done in a good and workmanlike manner and the Grantee shall, in exercising its easement, rights and privileges under this Article, will do so in a manner which will cause or do as little damage and inconvenience to the Grantor as is possible and any excavations or workings made or done in connection with the exercise of said rights, shall, so far as it is reasonably practical, be restored to their former conditions; and
- (f) notwithstanding Article 3.3(d), provided that the Grantee carries on any or all operations in a good, workmanlike and diligent manner, the Grantee shall not be liable to the Grantor for any interruption that may arise.

ARTICLE IV - UTILITIES

4.1 The registered owners of Parcels A, B and C shall each own an undivided 1/3 interest in the Utilities. The owner of Parcel C shall be fully responsible for the operation and maintenance of the Utilities and for paying the costs of operating and maintaining the Utilities out of funds collected from the Owners.

4.2 If the owner of Parcel C fails to operate and maintain the Utilities, then the owner of Parcel A or Parcel B may notify the owner of Parcel C, in writing, of the work

required to repair or maintain the Utilities and that it intends on maintaining and repairing the Utilities. If ten days after the owner of Parcel C has received a notice detailing the work required to repair the Utilities, the owner giving the notice, acting reasonably, is not satisfied that the owner of Parcel C has maintained or repaired the Utilities or has taken appropriate steps to begin the maintenance or repair of the Utilities, then the owner giving the notice, at its option, may repair the Utilities. The owner making the repairs will be reimbursed by the owner of Parcel C for the cost of repairing and maintaining the Utilities within thirty (30) days of receipt of an invoice for the cost of repairing and maintaining the Utilities.

4.3 The owner of Parcel B shall be supplied with water from the Plant as may be necessary to operate the Lagoon.

4.4 The owners of Parcel A and Parcel C shall be supplied with potable water from the Plant that meets the requirements for human consumption as established by the Province of Alberta from time to time.

4.5 The owner of Parcel C shall be supplied with potable water in the amounts and rates required by the owner of Parcel C to a maximum of 43.24 cubic meters per day.

4.6 The owner of Parcel A shall be supplied with potable water in the amounts and rates required by the owner of Parcel A to a maximum of 6.76 cubic meters per day.

4.7 If an owner anticipates that it will require continual maximum usage rates higher than those set out in paragraphs 4.5 and 4.6 or if the average daily usage of potable water, over any 30 day period, by either the owner of Parcel C or the owner of Parcel A exceeds the maximum daily water usage, as set out in paragraphs 4.5 and 4.6 of this Agreement respectively, the owner of Parcel C shall cause an assessment of water usage, well production, plant capacity and lagoon capacity to be completed. If such assessment indicates:

(a) the Utilities are, or

(b) the usage patterns indicate that it is likely that the Utilities will be,

unable to accommodate the higher consumption rates, the owner of parcel C shall take such steps as are reasonably necessary to accommodate the higher consumption rates (the "Remediation").

4.8 The owner's will pay a proportion of the costs of any Remediation based on the following:

(a) if the water usage by Parcel A exceeds 6.76 cubic meters per day, total water usage by Parcels A and C exceeds the greater of either the maximum capacity of the Utilities or 50 cubic meters per day and the water usage by Parcel C is less than 43.24 cubic meters per day, then the owner of Parcel A will pay all of the costs of Remediation for the utilities;

- (b) if the water usage by Parcel C exceeds 43.24 cubic meters per day, total water usage for both Parcels A and C exceeds the greater of either the maximum capacity of the Utilities or 50 cubic meters per day and the water usage by Parcel A is less than 6.76 cubic meters per day, then the owner of Parcel C will pay all of the costs of Remediation of the utilities;
- (c) if the water usage by the owner of Parcel A exceeds 6.76 cubic meters per day and the water usage by Parcel C exceeds 43.24 cubic meters per day, then each owner shall pay a proportion of the costs of any Remediation of the utilities based on the owners anticipated continual maximum usage rate after Remediation.

4.9 Upon the completion of the Remediation, the owner of Parcel C shall notify, in writing, the other owners of the new maximum rates under paragraphs 4.5 and 4.6 (the "New Rates"). The New Rates will not be less than the maximum rates under paragraphs 4.5 and 4.6 immediately prior to the Remediation. The New Rates shall then become and be substituted for the maximum rates in Articles 4.5 and 4.6.

4.10 The owner of Parcel B shall permit the owners of Parcel A and Parcel C to deposit effluent into the Lagoon provided that the owners of Parcel A and Parcel C shall not deposit nor suffer to be deposited by others any effluent which contains any solid, liquid or gas:

- (a) which causes or could cause a material adverse effect on the environment or human health; or
- (b) the deposit or release of which contravenes or could contravene any Federal, Provincial or Municipal law, by-law or regulation.

4.11 The owner of Parcel C shall operate the Lagoon in accordance with standards that meet the requirements as established by the Province of Alberta from time to time.

4.12 The owner of Parcels A, B and C shall be supplied with water from the Irrigation Pond, in amounts as may from time to time be available from surface water runoff.

4.13 The owner of Parcel A will pay to the owner of Parcel C its proportionate share of the costs of operating, maintaining and repairing the Utilities and its proportionate share of the depreciation costs of all the Utilities based on the Formula.

4.14 The owner of Parcel C shall be liable for its proportionate share of the cost of operating, maintaining and repairing the Utilities and its proportionate share of the depreciation costs of all the Utilities based on the Formula.

4.15 The owner of Parcel C shall collect, as part of the utility costs, an amount equivalent to the depreciation expense of the Utilities. The owner of Parcel C shall establish a sinking fund to be used to provide sufficient funds that can be reasonably expected to provide

for major repairs and replacements of the Utilities, where the repair or replacement is of a nature that does not normally occur annually. An amount equal to the depreciation expense of the Utilities shall be deposited to the sinking fund on a monthly basis.

ARTICLE V - CHURCH/SCHOOL COMPLEX

5.1 It is the intention of the parties that the owners of Parcel A and the operators of the School will enter into a facilities agreement with either the condominium corporation to be established upon the registration of a bare land condominium plan for Parcel C or the tenants association representing the tenants of the units in the Project for the provision of the following:

- (a) The tenants of the Project will be permitted to use the gymnasium of the School for the purposes of seniors' fitness and health programs and for special events on such terms and at such times as are appropriate and reasonable in cooperation with each other;
- (b) The tenants of the Project will be permitted to use the stage at the School to present entertainment and events for the tenants of the Project on such terms and at such times as are appropriate and reasonable in cooperation with each other;
- (c) The tenants of the Project will be permitted to use the fifteen classrooms and the library on such terms and at such times as are appropriate and reasonable in cooperation with each other;
- (d) The School will set aside and dedicate a multi-use senior's room for use by the tenants of the Project at any time of the day for socializing; and
- (e) The tenants association will be authorized to use the chapel inside the School for prayer groups, bible study and Sunday services on such terms and at such times as are appropriate and reasonable in cooperation with each other.

5.2 The School may use the multi-use senior's room upon receiving prior written consent from either the condominium corporation to be established upon the registration of a bare land condominium plan for Parcel C or the tenants association representing the tenants of the units in the Project on such terms and at such times as are appropriate and reasonable in cooperation with each other.

ARTICLE VI - GENERAL PROVISIONS

6.1 The rights, privileges and easements granted by this Agreement may be assigned by the owner of Parcel C, in whole or in part, to the condominium corporation formed on the registration of a plan of subdivision for a bareland condominium on Parcel C, without the further consent of any other party.

6.2 The rights, privileges and easements granted by Article II and Article III of this Agreement may be assigned by the owner of Parcel A, in whole or in part, to the Prince of Peace Congregation which currently maintains and operates the School, without the further consent of any other party.

6.3 Although the Prince of Peace Congregation is not the owner or tenant of Parcel A, the Prince of Peace Congregation, as the operator of the School, agrees that it is bound by the terms and conditions of this Agreement benefiting the owner of Parcel A and agrees to assume the covenants and obligations given by and burdening the owner of Parcel A.

6.4 The blanket rights, privileges, easements and right of ways granted in Article III shall be partially discharged by the parties:

- (a) upon filing a bareland condominium plan or upon filing any redivision of any unit of the bareland condominium plan, from the titles to the units of the bareland condominium to be created on Parcel C in which the Private Sewer Lines, Private Irrigation Lines and Private Water Lines are not located; and
- (b) upon the registration of one or more utility right-of-ways which, in the future, may be filed with respect to the Private Sewer Lines, Private Irrigation Lines and Private Water Lines, from the titles to all of the Lands not affected by such utility right-of-ways.

6.5 The rights, privileges and easements granted shall run with and be legally annexed to the Lands and shall extend to and enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors to title and assigns of the parties hereto respectively.

6.6 The rights, privileges, covenants and easements hereby granted shall not be extinguished in the event that title to or ownership of any of the parcels that adjoin each other shall be vested in the same person. These successors entitled to such parcels shall be and remain bound to and in respect of the rights, privileges, covenants and easements hereby granted and entitled to the benefits thereof as rights, privileges and obligations which are created under and by virtue of this Agreement.

6.7 The use of the rights of way by the owners from time to time of the parcels shall be perpetual but no covenant herein shall be personally binding upon a party from time to time except in respect of a breach occurring during the period that that party is the owner of Parcel A, Parcel B or Parcel C, as the case may be.

6.8 The parties agree to file this agreement by way of a caveat or other encumbrance relating to and against the Lands in the Land Titles Office for the South Alberta Land Registration District.

6.9 Should any provision or provisions of this Agreement to any extent be illegal,

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invalid or unenforceable, it or they should be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain valid, enforceable and binding upon the parties.

THIS Agreement is now signed and sealed by The Lutheran Church-Canada, The Alberta-British Columbia District as initial owner of all Lands to which this document relates and by the Prince of Peace congregation as the operator of the School this 1st day of October, 1998.

LUTHERAN CHURCH - CANADA,
THE ALBERTA - BRITISH
COLUMBIA DISTRICT

Per: [Signature] c/s

As the Grantor and Grantee

PRINCE OF PEACE CONGREGATION

Per: [Signature] c/s

SCHEDULE "A"

Costs Sharing Formula

1. The cost sharing formula is:

$$\begin{array}{l} \text{The proportionate} \\ \text{share of each} \\ \text{Owner} \end{array} \times \frac{\begin{array}{l} \text{Amount of water} \\ \text{used by an Owner} \\ \text{during a specified} \\ \text{time period} \end{array}}{\begin{array}{l} \text{total amount of water} \\ \text{used by all of the} \\ \text{Owners during the} \\ \text{same specified time} \\ \text{period} \end{array}} + \begin{array}{l} \text{cost of operating,} \\ \text{maintaining and} \\ \text{repairing} \\ \text{the Utilities} \end{array} + \begin{array}{l} \text{depreciation} \\ \text{expense of} \\ \text{Utilities} \end{array}]$$

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EASE - EASEMENT

DOC 1 OF 1 DRR#: 5908664 ADR/CALFERNH

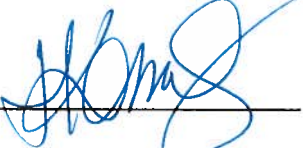
LINC/S: 0027235656 0027235663

0027612308 0027612316 0027612324

0027612332 0027612340 0027612358+

TAB Q

This is Exhibit "Q" referred to in
the affidavit of Scott McCorquodale
SWORN before me this 29th day of March, 2018



A Commissioner for Oaths in and for Alberta

Jillian R. Karras
Barrister & Solicitor

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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31-274572-000

①

This Agreement made effective this ____ day of _____, 1998

BETWEEN

LUTHERAN CHURCH - CANADA, THE ALBERTA - BRITISH COLUMBIA DISTRICT
(in one capacity hereinafter called the "Grantor")

- and -

LUTHERAN CHURCH - CANADA, THE ALBERTA - BRITISH COLUMBIA DISTRICT
(in its other capacity herein called the "Grantee")

JOINT USE & DEEP UTILITY EASEMENT

RECITALS

WHEREAS the Grantor is the registered owner of three (3) parcels of land in the municipal district of Rocky View, in the Province of Alberta, legally described as follows:

Plan 9712096
Block 1
("Parcel A")

Plan 9712096
Block 2
("Parcel B") and

Plan 9712096
Block 3
("Parcel C")

(jointly referred to as the "Lands")

AND WHEREAS the Lands immediately adjoin each other;

AND WHEREAS there is currently constructed on Parcel A a church/school complex presently operated by the Prince of Peace Congregation;

AND WHEREAS there is or will be constructed on Parcel A a water treatment facility, a portion of which is or will be housed within the church/school complex;

Case: over & for benefit. See last.

AND WHEREAS there is or will be constructed on Parcel B a sewage lagoon together with some common private utility lines servicing Parcel A and Parcel C;

AND WHEREAS the Grantee plans to develop the Project on Parcel C;

AND WHEREAS there is on Parcel A a body of water which the Grantee plans to use for irrigation purposes;

AND WHEREAS the Project and Parcel A will need treated water, irrigation water and sewage disposal, and Parcel B will need irrigation water and the Grantee desires to use the Plant, the Irrigation Pond and the Lagoon to meet those needs;

AND WHEREAS the Municipal District of Rockyview No. 44 (the "MD"), requires the creation of certain rights, encroachments and other rights of owners of each parcel pursuant;

AND WHEREAS at some time in the future the Grantor may not be the owner of all the Lands;

The Grantor and the Grantee are entering into this Agreement in order to assure the MD, the Grantor and the Grantee and each successor in title to the Lands, the continuation of the easements, covenants and agreements hereinafter described.

NOW THEREFORE in consideration of the sum of one (\$1.00) Dollar and other good and valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, and of the mutual promises and conditions contained herein, the Grantor and the Grantee hereby agree that:

ARTICLE I - DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this agreement,

- (a) "Dominant Tenement" means a parcel for the benefit of which a particular easement or similar right or privilege is granted hereunder and each parcel is a Dominant Tenement herein;
- (b) "Irrigation Pond" means the body of water from surface run off located on Parcel A and all facilities and improvements on Parcel A pertaining to and necessary for providing water from the body of water for irrigation purposes;
- (c) "Lagoon" means the sewage lagoons constructed or to be constructed on Parcel B and all facilities and improvements located on Parcel B pertaining to and necessary for the proper operation of the sewage lagoons;

- (d) "Plant" means all the equipment and improvements which comprise and are necessary for the proper operation of the water treatment facility constructed or to be constructed on Parcel A, including, without limiting the foregoing, all such equipment and improvements located within the church/school complex;
- (e) "Private Irrigation Lines" means any and all irrigation and water lines extending from the Irrigation Pond to the facilities located on Parcel B and Parcel C;
- (f) "Private Sewer Lines" means any and all deep sewer lines extending from the residential sewer lines on Parcel C to the Lagoon and from the church/school complex located on Parcel A to the Lagoon;
- (g) "Private Water Lines" means any and all deep potable water lines extending from the Plant to the residential water lines on Parcel C and from the Plant to the Lagoon facilities on Parcel B;
- (h) "Project" means a residential condominium development constructed or to be constructed on Parcel C;
- (i) "School" means the church/school complex constructed on Parcel A;
- (j) "Servient Tenement" means a parcel over which a particular easement or similar right or privilege is granted hereunder or a parcel subject to the burden of such an easement or similar right or privilege and each parcel is a Servient Tenement herein;
- (k) "Utilities" means the Irrigation Pond, the Plant, the Lagoon, the Private Irrigation Lines, the Private Sewer Lines and the Private Water Lines, together with the usual and ordinary appurtenances thereto as the case may be.

1.2 Headings

The headings used in this Agreement are for ease of reference only and shall not affect the meaning or interpretation of this Agreement.

1.3 Number and Gender

This Agreement shall be read with all changes of gender or number required by the context.

1.4 Choice of Law

This Agreement shall be governed and interpreted by the laws of the Province of Alberta.

ARTICLE II - ROADWAYS

2.1 The Grantor, as the registered owner of Parcel C, hereby grants unto the Grantee, as registered owner of Parcel A and Parcel B, an easement and right of way over and through those portions of Parcel C designated as roadways and pathways by the owner of Parcel C, for the sole and absolute purpose of permitting all pedestrian and vehicular traffic egress and ingress from and to the private homes and public facilities which are or may be built on Parcel C.

2.2 The Grantor, as the registered owner of Parcel A, hereby grants unto the Grantee, as registered owner of Parcel B and Parcel C, an easement and right of way over and through those portions of Parcel A designated as roadways and pathways by the owner of Parcel A, for the sole and absolute purpose of permitting all pedestrian and vehicular traffic egress and ingress from and to:

- a) the School and other facilities located on Parcel A for the purpose of utilizing the School and the other facilities in accordance with the intentions of the parties as disclosed in this Agreement; and
- b) any area of Parcel A, which the owner of Parcel A may, at its discretion, from time to time designate as a recreational vehicle parking lot.

2.3 The Grantor, as the owner of Parcel B, hereby grants unto the Grantee, as owner of Parcel A and Parcel C, an easement and right of way over and through Parcel B for the sole and absolute purpose of permitting all pedestrian and vehicular traffic egress and ingress from and to the roadways and pathways of Parcel A and Parcel C.

2.4 Each owner shall do or cause to be done all things reasonably necessary to be done or observed to protect and maintain the easements and rights of way hereby granted and all rights appertaining thereto including, without limiting the generality of the foregoing:

- (a) each owner shall, at its own expense, reasonably maintain and repair the roadway on its respective Parcel, and keep the same reasonably free of debris and snow which would hamper vehicular travel;
- (b) subject to Article 2.4(c), each owner shall not permit any barrier, barricade or other obstruction, natural or man-made, to exist on the roadways or pathways of his Parcel or the entrances to and exits from his Parcel except each owner may:
 - (i) erect such barriers, barricades, or other obstructions or block or eliminate such entrances or exits as are required by any:

(A) local, provincial or federal authority; or

- (B) local, provincial or federal law, regulation, bylaw, permit or other instrument; and
- (ii) erect barriers, barricades or other obstructions for the purpose of providing security to the Project or the Lands provided that reasonable access is provided to the Grantee, its employees, contractors, directors, officers and invitees.
- (c) notwithstanding Article 2.4(b) each owner shall take such reasonable steps as are necessary and prudent to regulate the orderly flow of vehicular traffic through his Parcel.

ARTICLE III - EASEMENTS AND RIGHT OF WAYS

3.1 The Grantor, as the registered owner of Parcel A, hereby grants unto the Grantee, as the registered owner of Parcel B and Parcel C, an easement and right of way in, through and over Parcel A for the purpose of constructing, erecting, digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the Plant, the Irrigation Pond, any and all Private Irrigation Lines, Private Sewer Lines and Private Water Lines laid in, under, on, over, or across Parcel A; the right, privilege and easement being subject to the following terms and conditions:

- (a) the easement of a right of way granted by this Article shall be for such length of time as the Plant, the Irrigation Pond, the Private Irrigation Lines, Private Sewer Lines and Private Water Lines are required by the Grantee;
- (b) the Grantee, its tenants, contractors, subcontractors, officers, servants, agents and workmen shall have the full and free right and liberty to ingress, egress and to pass and repass on the right of way either on foot or by means of vehicles or necessary machines or whatsoever, and to remain on the right of way for all purposes of constructing, erecting, digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the Plant, the Irrigation Pond, the Private Irrigation Lines, Private Sewer Lines and Private Water Lines and to restore the Lands which may include landscaping or hard surfacing of a driveway, parking lot or other improvement;
- (c) the Grantor covenants that he will not build, erect or maintain or permit or suffer to be built, erected or maintained on the right of way any fence, building or structure nor allow changes to the design of existing surface grades nor plant or maintain nor allow or suffer to be planted or maintained thereon any trees or shrubs nor allow changes to the existing design which would or could further prevent or hinder the exercise by the Grantee of any of the rights herein granted without the written consent of the grantee, which consent shall not be unreasonably withheld;

- (d) subject to Article 3.1(f) the Grantee will indemnify and save harmless the Grantor from and against all claims, damages, debts, dues, suits, actions and causes of action, costs or sums of money that the Grantor may suffer or be put to by reason of anything done by the Grantee, its tenants, contractors, subcontractors, officers, servants, agents and workmen or any party acting under or with the Grantee's authority in the exercise of the rights and privileges granted herein which might arise out of any work or operations done on Parcel A pursuant to this agreement;
- (e) the Grantor and Grantee agree that all repairs and related work shall be done in a good and workmanlike manner and the Grantee shall, in exercising its easement, rights and privileges under this Article, do so in a manner which will cause or do as little damage and inconvenience to the Grantor as is possible and any excavations or workings made or done in connection with the exercise of said rights, shall, so far as it is reasonably practical, be restored to their former conditions; and
- (f) notwithstanding Article 3.1(d), provided that the Grantee carries on any or all operations in a good, workmanlike and diligent manner, the Grantee shall not be liable to the Grantor for any interruption which may arise.

3.2 The Grantor, as the registered owner of Parcel B, hereby grants unto the Grantee, as the registered owner of Parcel A and Parcel C, an easement and right of way in, through and over Parcel B for the purpose of constructing, erecting, digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the Lagoon, any and all Private Irrigation Lines, Private Sewer Lines and Private Water Lines laid in, under, on, over, or across Parcel B, the right, privilege and easement being subject to the following terms and conditions:

- (a) the easement of a right of way granted by this Article shall be for such length of time as the Lagoon, the Private Irrigation Lines, Private Sewer Lines and Private Water Lines are required by the Grantee;
- (b) the Grantee, its tenants, contractors, subcontractors, officers, servants, agents and workmen shall have the full and free right and liberty to ingress, egress and to pass and repass on the right of way either on foot or by means of vehicles or necessary machines or whatsoever, and to remain on the right of way for all purposes of constructing, erecting, digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the Lagoon, the Private Irrigation Lines, Private Sewer Lines and Private Water Lines and to restore the Lands which may include landscaping or hard surfacing of a driveway, parking lot or other improvement;
- (c) the Grantor covenants that he will not build, erect or maintain or permit or suffer to be built, erected or maintained on the right of way any fence, building

or structure nor allow changes to the design of existing surface grades nor plant or maintain nor allow or suffer to be planted or maintained thereon any trees or shrubs nor allow changes to the existing design which would or could further prevent or hinder the exercise by the Grantee of any of the rights herein granted without the written consent of the grantee, which consent shall not be unreasonably withheld;

- (d) subject to Article 3.2(f) the Grantee will indemnify and save harmless the Grantor from and against all claims, damages, debts, dues, suits, actions and causes of action, costs or sums of money that the Grantor may suffer or be put to by reason of anything done by the Grantee, its tenants, contractors, subcontractors, officers, servants, agents and workmen or any party acting under or with the Grantee's authority in the exercise of the rights and privileges granted herein which might arise out of any work or operations done on Parcel B pursuant to this agreement;
- (e) the Grantor and Grantee agree that all repairs and related work shall be done in a good and workmanlike manner and the Grantee shall, in exercising its easement, rights and privileges under this Article, will do so in a manner which will cause or do as little damage and inconvenience to the Grantor as is possible and any excavations or workings made or done in connection with the exercise of said rights, shall, so far as it is reasonably practical, be restored to their former conditions; and
- (f) notwithstanding Article 3.2(d), provided that the Grantee carries on any or all operations in a good, workmanlike and diligent manner, the Grantee shall not be liable to the Grantor for any interruption which may arise.

3.3 The Grantor, as the registered owner of Parcel C, hereby grants unto the Grantee, as the registered owner of Parcel A and Parcel B, an easement and right of way in, through and over Parcel C for the purpose of constructing, erecting, digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating of any and all Private Irrigation Lines, Private Sewer Lines and Private Water Lines laid in, under, on, over, or across Parcel C, the right, privilege and easement being subject to the following terms and conditions:

- (a) the easement of a right of way granted by this Article shall be for such length of time as the Private Irrigation Lines, Private Sewer Lines and Private Water Lines are required by the Grantee;
- (b) the Grantee, its tenants, contractors, subcontractors, officers, servants, agents and workmen shall have the full and free right and liberty to ingress, egress and to pass and repass on the right of way either on foot or by means of vehicles or necessary machines or whatsoever, and to remain on the right of way for all purposes of constructing, erecting, digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining,

inspecting and operating the Private Irrigation Lines, Private Sewer Lines and Private Water Lines and to restore the Lands which may include landscaping or hard surfacing of a driveway, parking lot or other improvement;

- (c) the Grantor covenants that he will not build, erect or maintain, or permit or suffer to be built, erected or maintained on the right of way any fence, building or structure nor allow changes to the design of existing surface grades nor plant or maintain nor allow or suffer to be planted or maintained thereon any trees or shrubs nor allow changes to the existing design which would or could further prevent or hinder the exercise by the Grantee of any of the rights herein granted without the written consent of the grantee, which consent shall not be unreasonably withheld;
- (d) subject to Article 3.3(f) the Grantee will indemnify and save harmless the Grantor from and against all claims, damages, debts, dues, suits, actions and causes of action, costs or sums of money that the Grantor may suffer or be put to by reason of anything done by the Grantee, its tenants, contractors, subcontractors, officers, servants, agents and workmen or any party acting under or with the Grantee's authority in the exercise of the rights and privileges granted herein which might arise out of any work or operations done on Parcel C pursuant to this agreement;
- (e) the Grantor and Grantee agree that all repairs and related work shall be done in a good and workmanlike manner and the Grantee shall, in exercising its easement, rights and privileges under this Article, will do so in a manner which will cause or do as little damage and inconvenience to the Grantor as is possible and any excavations or workings made or done in connection with the exercise of said rights, shall, so far as it is reasonably practical, be restored to their former conditions; and
- (f) notwithstanding Article 3.3(d), provided that the Grantee carries on any or all operations in a good, workmanlike and diligent manner, the Grantee shall not be liable to the Grantor for any interruption which may arise.

ARTICLE IV - GENERAL PROVISIONS

4.1 The rights, privileges and easements granted by this Agreement may be assigned by the owner of Parcel C, in whole or in part, to the condominium corporation formed on the registration of a plan of subdivision for a bareland condominium on Parcel C, without the further consent of any other party.

4.2 The rights, privileges and easements granted by Article II and Article III of this Agreement may be assigned by the owner of Parcel A, in whole or in part, to the Prince of Peace Congregation which currently maintains and operates the School, without the further consent of any other party.

4.3 The blanket rights, privileges, easements and right of ways granted in Article III shall be partially discharged by the parties:

- (a) upon filing a bareland condominium plan or upon filing any redivision of any unit of the bareland condominium plan, from the titles to the units of the bareland condominium to be created on Parcel C in which the Private Sewer Lines, Private Irrigation Lines and Private Water Lines are not located; and
- (b) upon the registration of one or more utility right-of-ways which, in the future, may be filed with respect to the Private Sewer Lines, Private Irrigation Lines and Private Water Lines, from the titles to all of the Lands not affected by such utility right-of-ways.

4.4 The rights, privileges and easements granted shall run with and be legally annexed to the Lands and shall extend to and enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors to title and assigns of the parties hereto respectively.

4.5 The rights, privileges, covenants and easements hereby granted shall not be extinguished in the event that title to or ownership of any of the parcels which adjoin each other shall be vested in the same person. These successors entitled to such parcels shall be and remain bound to and in respect of the rights, privileges, covenants and easements hereby granted and entitled to the benefits thereof as rights, privileges and obligations which are created under and by virtue of this Agreement.

4.6 The use of the rights of way by the owners from time to time of the parcels shall be perpetual but no covenant herein shall be personally binding upon a party from time to time except in respect of a breach occurring during the period that that party is the owner of Parcel A, Parcel B or Parcel C, as the case may be.

4.7 The parties agree to file this agreement by way of a caveat or other encumbrance relating to and against the Lands in the Land Titles Office for the South Alberta Land Registration District.

4.8 Should any provision or provisions of this Agreement to any extent be illegal, invalid or unenforceable, it or they should be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain valid, enforceable and binding upon the parties.

THIS Agreement is now signed and sealed by The Lutheran Church-Canada, The Alberta-British Columbia District as initial owner of all Lands to which this document relates this 24 day of August, 1998.

LUTHERAN CHURCH - CANADA,
THE ALBERTA - BRITISH
COLUMBIA DISTRICT

Per: [Signature]
c/s

As the Grantor and Grantee

981274372 REGISTERED 1998 09 08
BASE: RASRMKNT
DOC: 1 OF 9 DPR#: 4092720 ADB/ADTN
TIMES: 0027235556 0027235543
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