



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0022 075 346 4;22;16;11;SE 251 136 297 +1

LEGAL DESCRIPTION
MERIDIAN 4 RANGE 22 TOWNSHIP 16
SECTION 11
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: VULCAN COUNTY

REFERENCE NUMBER: 127Z15 .

REGISTERED OWNER(S)
REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION

251 136 297 21/05/2025 TRANSFER OF LAND SEE INSTRUMENT

OWNERS

DWIGHT FRITZLER
OF 34 SANDSTONE WAY SOUTH
LETHBRIDGE
ALBERTA T1K 7X8
AS TO AN UNDIVIDED 1/8 INTEREST

BONNIE FRITZLER
OF 34 SANDSTONE WAY SOUTH
LETHBRIDGE
ALBERTA T1K 7X8
AS TO AN UNDIVIDED 1/8 INTEREST

BYRON FRITZLER
OF 405 EAST POINT ROAD
SATURNA
BRITISH COLUMBIA V0N 2Y0
AS TO AN UNDIVIDED 1/8 INTEREST

SIENNA CASPAR
OF 405 EAST POINT ROAD
SATURNA

BRITISH COLUMBIA V0N 2Y0
AS TO AN UNDIVIDED 1/8 INTEREST

PRESTON BUSCH
OF 224 WESTPOINT GARDENS SW
CALGARY
ALBERTA T3H 4M6
AS TO AN UNDIVIDED 1/8 INTEREST

MELANIE BUSCH
OF 224 WESTPOINT GARDENS SW
CALGARY
ALBERTA T3H 4M6
AS TO AN UNDIVIDED 1/8 INTEREST

ALFRED EPP
OF 649 19 ST SOUTH
LETHBRIDGE
ALBERTA T1J 3G8
AS TO AN UNDIVIDED 1/8 INTEREST

LAURA EPP
OF 649 19 ST SOUTH
LETHBRIDGE
ALBERTA T1J 3G8
AS TO AN UNDIVIDED 1/8 INTEREST

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
751 064 066	25/06/1975	UTILITY RIGHT OF WAY GRANTEE - SUNSHINE GAS CO-OP LTD.
151 302 400	23/11/2015	EASEMENT OVER AND FOR BENEFIT OF - SEE INSTRUMENT
251 136 302	21/05/2025	MORTGAGE MORTGAGEE - EMIL FRITZLER 320 110 SCENIC DR N LETHBRIDGE ALBERTA T1H5L9 ORIGINAL PRINCIPAL AMOUNT: \$536,666
251 136 303	21/05/2025	MORTGAGE MORTGAGEE - EILEEN FRITZLER 320 110 SCENIC DR N LETHBRIDGE ALBERTA T1H5L9

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

REGISTRATION

251 136 297 +1

NUMBER DATE (D/M/Y) PARTICULARS

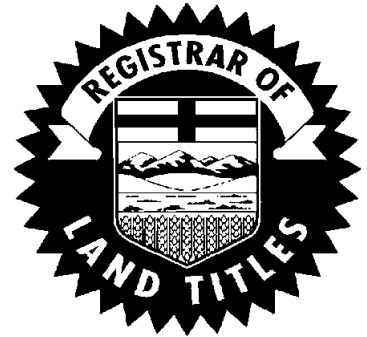
ORIGINAL PRINCIPAL AMOUNT: \$383,333

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 6 DAY OF JULY,
2026 AT 07:24 A.M.

ORDER NUMBER: 57662612

CUSTOMER FILE NUMBER: CLHBID



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

151302400

ORDER NUMBER: 57662693

ADVISORY

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

THIS GRANT RIGHT-OF-WAY MADE THIS 30 DAY OF OCTOBER, 2015.

(hereinafter referred to as the "Grantor")

-and-

(hereinafter referred to as the "Grantee")

**MERIDIAN 4 RANGE 23 TOWNSHIP 16
SECTION 23
QUARTER SOUTH EAST
CONTAINING 64.7 HECTARES(160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:**

EXCEPTING THEREOUT		HECTARES	(ACRES) MORE OR LESS
A) PLAN 0010275	DESCRIPTIVE	4.77	11.8
EXCEPTING THEREOUT ALL MINES AND MINERALS			

**MERIDIAN 4 RANGE 23 TOWNSHIP 16
SECTION 23
QUARTER NORTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING:**

PLAN	NO.	ACRES MORE OR LESS
ROAD WIDENING	7610140	1.03
EXCEPTING THEREOUT ALL MINES AND MINERALS		

The Grantor(s) is/are the registered owner(s), in fee simple, of the lands described in Certificate of Title Number **127Z15**, legally described as follows:

**MERIDIAN 4 RANGE 22 TOWNSHIP 16
SECTION 11
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS**

The Grantor and the Grantee hereby covenant and agree to the following terms and conditions:

1. WITNESSETH in consideration of ONE (\$1.00) DOLLAR now paid by the Grantee to the Grantor, receipt whereof is acknowledged, the Grantor hereby grant to the Grantee, its successors and assigns, the right, liberty, privilege and easement of right of way as required for an underground water transmission utility, upon and under that part of the Servient Tenement.
2. **ADDITIONAL PAYMENT**

Prior to commencing any construction on the said lands, the Grantee, shall pay an additional consideration to the Grantor calculated at the rate of _____ Dollars per acre of right-of-way shown on the sketch plan attached to this agreement.

~~OR~~

The Grantee shall, at the Grantee's sole expense, install a turnout for the Grantor's use in order to obtain water from the proposed pipeline. It is the Grantor's responsibility and at the Grantor's expense, to obtain any necessary licenses or permits for the use of the water from all authorities having jurisdiction.

3. DAMAGES

The Grantee shall upon notification to the Grantor have the right to ingress and egress on the said pipeline right of way for repair of the waterline provided the Grantee pay compensation for any and all damage where such damage occurs as a result of the operations of the Grantee.

4. The purpose of the easement is to enable the Grantee to construct an underground water transmission utility to fill a water storage dugout located within the Dominant Tenement as may be required from time to time by the Grantee.
5. The construction and maintenance of the utility shall be at the cost of and borne by the Grantee and the construction and maintenance shall be at all times carried out by the Grantee in a manner acceptable to the Grantor.
6. The Grantor shall at all times hereinafter be granted access to and use the easement which is the subject matter of this agreement so long as such use shall in no way interfere with the enjoyment, right, and use of the easement by the Grantee.

The Grantor, his successors or assigns, shall not without the prior written consent of the Grantee (which consent shall not be unreasonably withheld) enter on, under or through the right of way for any purpose which may incur a liability to the Grantee for damages resulting from that entry.

7. The easement granted herein shall be considered by both parties hereto as covenant running with lands presently owned by the Grantor hereto and hereinbefore described.
8. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

9. INDEMNITY

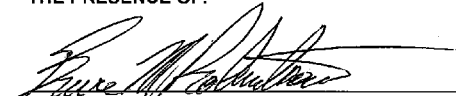
The Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the construction, operation, maintenance and/or repairs of the said water pipeline or water pipelines and/or any related fixtures and appurtenances affixed to the right-of-way other than through wilful damage or negligence by the Grantor. The Grantor covenants and agrees to hold harmless the Grantee from any and all liabilities, damages, costs, claims, suits or actions which the Grantee may pay or incur as a result of or in connection with any use by the Grantor of the right-of-way.

10. LIABILITY

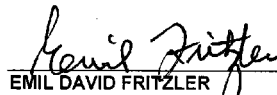
The Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the construction, operation, maintenance and/or repairs of the said water pipeline or water pipelines and/or any related fixtures and appurtenances affixed to the right-of-way other than through willful damage or gross negligence by the Grantor.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:


Witness: BRUCE ROBERTSON

GRANTOR:

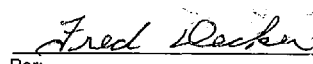

EMIL DAVID FRITZLER

GRANTEE:

SKY LIGHT HUTTERIAN BRETHREN

Witness:

Witness:


Per:

Per:



DOWER - CONSENT OF SPOUSE

I, _____ being married to the within named do hereby give my consent to the disposition of our homestead, made in the within instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the Dower Act, to the extent necessary to give effect to the said disposition.

SPOUSE

DOWER - CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by _____ apart from her husband/his wife.
2. _____ acknowledged to me that she/he:
 - (a) Is aware of the nature of the agreement.
 - (b) Is aware that the Dower Act gives her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent.
 - (c) Consents to the agreement for the purpose of giving up the life estate and other dower rights in the homestead given to her/him by the Dower Act to the extent necessary to give effect to the said agreement.
 - (d) Is executing the document freely and voluntarily without any compulsion on the part of her husband/his wife.

DATED at _____, Alberta this _____ day of _____, 20_____.

SWORN before me at the _____ of _____)
in the Province of Alberta, this _____ day)
of _____, A.D. _____)
_____)
_____)

A Commissioner for Oaths in and for Alberta

BRUCE ROBERTSON

DOWER – AFFIDAVIT

I, EMIL DAVID FRITZLER of LETHBRIDGE, Alberta, make oath and say:

1. THAT I am the Grantor named in the within instrument.
2. ~~THAT I am not married.~~ *EX MR.*

GR
~~OR~~

2. THAT neither myself nor my spouse has resided on the within mentioned land at any time since our marriage.

SWORN BEFORE ME at LETHBRIDGE.

Alberta, this 22 day of OCTOBER 20 15.

Emil Fritzler

EMIL DAVID FRITZLER

SWORN before me at the CITY of LETHBRIDGE)
in the Province of Alberta, this 22 day)
of OCTOBER, A.D. 20 15)
)
)
)

Bruce Michael Robertson

A Commissioner for Oaths in and for Alberta

BRUCE MICHAEL ROBERTSON
A Commissioner for Oaths
in and for Alberta
My Commission expires May 5, 2016

BRUCE MICHAEL ROBERTSON
A Commissioner for Oaths
in and for Alberta
My Commission expires May 2, 2011

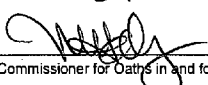
CANADA
PROVINCE OF ALBERTA
TO WIT:

AFFIDAVIT OF EXECUTION

I, **BRUCE ROBERTSON** of **LETHBRIDGE**, in the Province of Alberta, make oath and say:

1. That I was personally present and did see **EMIL DAVID FRITZLER** named in the within instrument, who is/are personally known to me to the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at the CITY of LETHBRIDGE in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said **EMIL DAVID FRITZLER** and he/she/they is/are in my belief of the full age of eighteen years.

SWORN before me at the City of Lethbridge
in the Province of Alberta, this 26 day
of October, A.D. 20 15.


A Commissioner for Oaths in and for Alberta

MICHELLE HEDLEY
A Commissioner for Oaths
in and for Alberta
My Commission Expires Jan. 22, 18


BRUCE ROBERTSON

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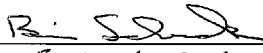
CONSENT BY OCCUPANT

I, (WE) BRIAN LEBACK, of CHAMPION, in the Province of Alberta, having an interest in the within lands by virtue of a verbal and/or written Agreement or Instrument with EMIL B. HUTTERIAN BRETHREN DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Agreement shall be fully bound by all the terms and conditions thereof both now and henceforth.

DATED at LETHBRIDGE, in the Province of Alberta, this 27 day of OCTOBER A.D. 2015



Witness: BRUCE ROBERTSON


Name: BRIAN LEBACK

Witness: BRUCE ROBERTSON

Name:

AFFIDAVIT OF EXECUTION

CANADA

PROVINCE OF ALBERTA

TO WIT:

I, **BRUCE ROBERTSON** of **LETHBRIDGE**, in the Province of Alberta, Land Agent, make oath and say:

1. That I was personally present and did see BRIAN LEBACK named in the within instrument, who is (are) personally known to me to be the person(s) named therein, execute the same for the purposes named therein.
2. That the same was executed at LETHBRIDGE, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said BRIAN LEBACK and he (or she) is, (or they each are) in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the

town
of Port Macdonald in the Province of Alberta, this 4 day of November A.D. 2015


BRUCE ROBERTSON

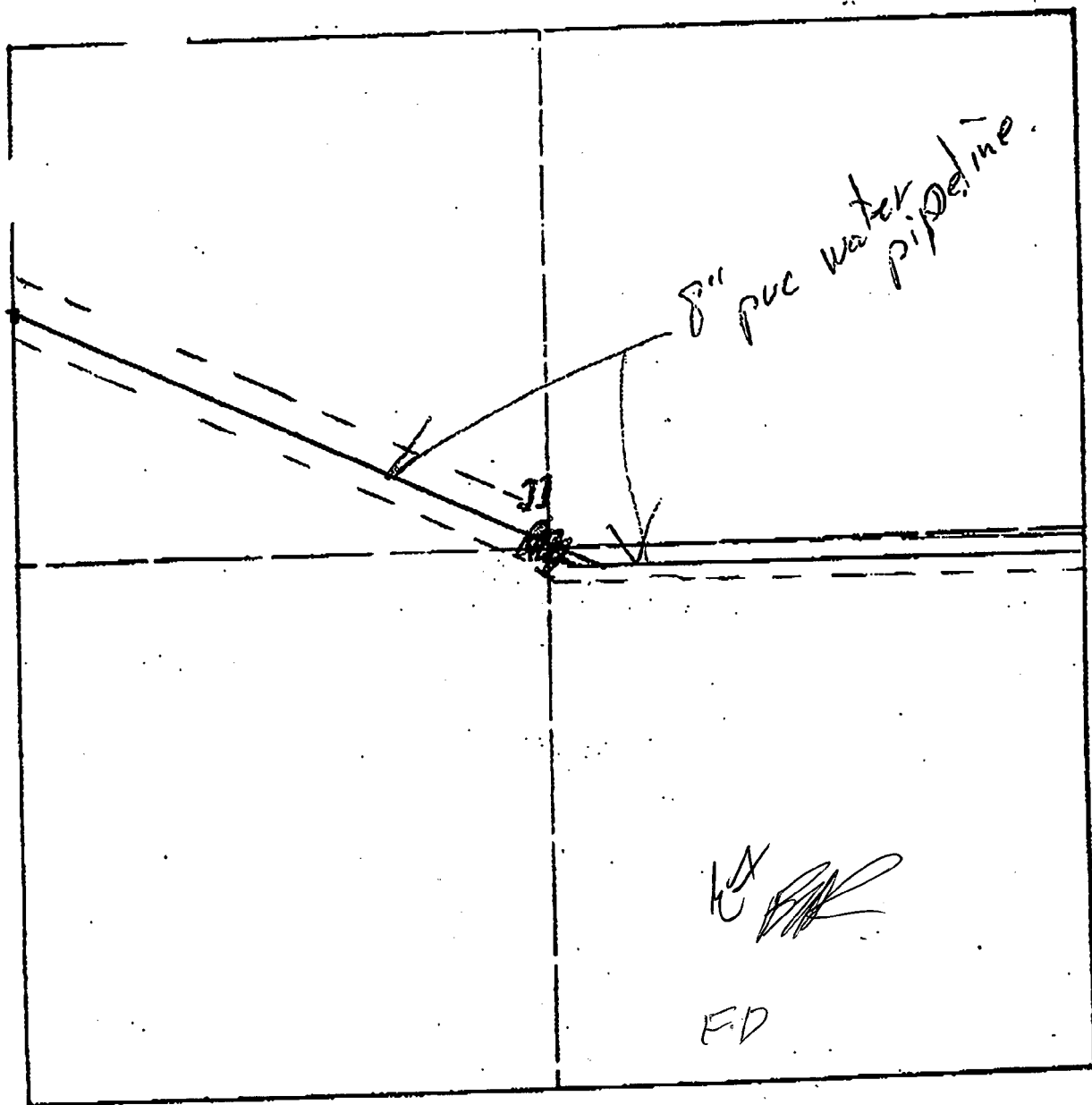

A Commissioner for Oaths or Notary Public
Appointment Expires:

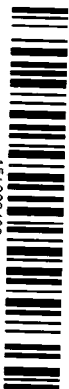
MICHELLE HEDLEY
A Commissioner for Oaths
in and for Alberta
My Commission Expires Jan. 22, 18

— SKETCH PLAN —
SHOWING PROPOSED LOCATION OF

IN
SEC. 11, TP. 16, R. 22, W. 4th MER.

Subject to change by mutual agreement prior to grading, with least consideration to be applied to any alternative site.





15:302400

151302400 REGISTERED 2015 11 23
EASE - EASEMENT
DOC 1 OF 1 DRR#: C0FF8DE ADR/DMACNEIL
LINC/S: 0028300192 +