

**LAND TITLES
ACCESS EASEMENT**

Condominium Corporation No. 0122324 (the "Grantor Condominium Corporation"), a body corporate created under the *Condominium Property Act of Alberta* (hereinafter, together with the owners of units on whose behalf it acts referred to as the "Grantors") of 5515-44 Avenue, Suite A, Wetaskiwin, AB, T9A 0C8, for itself and on behalf of all owners of all Units within the condominium shown on Condominium Plan No. 0122324, such owners being registered owners of an estate in fee simple of the following lands, namely:

Condominium Plan 0122324
Units 1 to 63, inclusive
And in the aggregate 10,000 undivided one ten thousandths shares in the common property therein
Excepting Thereout All Mines and Minerals

(hereinafter collectively referred to as the "Grantor's Land")

DOES HEREBY, in consideration of the sum of TEN (\$10.00) DOLLARS paid to the Grantor Condominium Corporation, the receipt and sufficiency whereof is hereby acknowledged, and in consideration of the covenants and conditions herein contained, grant and transfer unto Sunset Harbour Developments Ltd., of R.R. 2, Westeros, AB, T0C 2V0, (hereinafter referred to as the "Grantee Sunset") and its successors and assigns, and for its benefit and use and for the benefit and use of all owners and occupants of the following lands:

Plan 8020442
Block 2
Lot 1
Containing 4.65 Hectares (11.49 Acres) More or Less
Excepting Thereout:

	Hectares	(Acres) More or Less
A) Plan 0122318 Subdivision	1.43	3.53
Excepting Thereout All Mines and Minerals		

and

Plan 9920165
Block 2
Lot 2
Containing 5.45 Hectares (13.47 Acres) More or Less
Excepting Thereout:

	Hectares	(Acres) More or Less
A) Plan 0122318 Subdivision	0.280	0.69
Excepting Thereout All Mines and Minerals		

(hereinafter collectively referred to as the "Grantees' Lands")



the right, license, privilege, liberty and easement in fee simple to use and enjoy, in common with the Grantor and unit owners and their servants, agents, employees, invitees and licensees, those portions of the Common Property shown on Condominium Plan No. 0122324, being the water-courses within the common property, roadways on common property and on Unit 23, including the concrete boat launch pad but not, except as otherwise provided herein, the docks or boat slips on Unit 23 (the "Common Property Accesses"), for the purpose of permitting the Grantee Sunset and owners and occupants of the Grantee Sunset's Lands and their respective heirs, executors, administrators, successors and assigns (the "Grantees") to use as follows:

1. The Grantees shall have the right, license, privilege, liberty and easement to use all that portion of the Common Property Accesses for purposes of access to and egress from the Grantees' Lands to and from Pigeon Lake, with or without vehicles and watercraft of all kinds; but, except as otherwise provided herein, the Grantees will not have the right to use the docks or boat slips or other marina facilities on Unit 23 (other than the boat launch as herein provided) unless they enter into the Grantor's standard form of slip licence agreement with the Grantor Condominium Corporation, and pay fees in accordance with such licence agreement, and such rights will be subject to the terms and conditions of the slip licence agreement. In addition each Grantee wishing to use the boat launch on Unit 23 must pay an annual fee for entrance keys and use of the boat launch on Unit 23 and shall pay the cost of any entrance key replacements at the price or charge levied generally for other users of the boat launch. Failing such fee payment a Grantee shall not be entitled to use the boat launch. Such fees are to be set and determined from time to time by the Grantor Condominium Corporation, acting reasonably and in good faith, as fees sufficient only to pay for and provide reasonable future reserves for the cost of maintenance, repair, replacement of the entrance fence and gates, boat launch, and harbour area including dredging of the harbour only and to the extent necessary to make the harbour useable for boats (but not including docks or boat slips) as determined by the Board of the Grantor Condominium Corporation from time to time. The initial key fee shall be \$500.00 per Grantee per annum. From and after January 1, 2014 such fees may be increased by the Grantor Condominium Corporation in future years provided that any such increase will correspond to equivalent fees charged to unit owners within the Grantor's Lands in respect of such fence, gate, launch and harbour costs, expenses and reserves and provided that increases in such fees shall not exceed increases in the CPI after the date hereof. For purposes hereof "CPI" means the all-items Canadian national consumer price index established and published from time to time by Statistics Canada or any public or other body hereafter established to conduct similar functions in place of Statistics Canada. In the event that at any time or from time to time the time-base for the CPI is changed from 1992, then for the purposes of this Access Easement the CPI shall be adjusted so as to reflect a time base of 1992. In the event that the CPI is hereafter discontinued or unavailable or so materially altered as to make it substantially inadequate to measure changes in the cost of living in Canada, the CPI shall be an amount determined by arbitration under paragraph 10 hereof, and the arbitrator's determination shall be binding on the parties hereto. Use of and access to the boat launch shall not be available to any Grantee who fails to pay such fees.

The rights and privileges hereby granted shall be subject to the following terms and conditions, namely:



2. There shall be included in the said Grant all things necessary and incidental to the full enjoyment of the rights and privileges hereby specifically granted; provided, however that, except for the limited purpose of facilitating the launching into and removal of boats from the harbour including without limitation the loading and unloading of the boats or the mooring of boats while tow vehicles are parked, no Grantee (including the Grantee Sunset) shall have any right to use the docks or marina facilities on Unit 23 (other than the boat launch) unless they are granted and enter into a slip licence agreement with the Grantor Condominium Corporation, in the same form and terms generally available to owners within the condominium, and pay the fees and perform all licensee obligations under such slip licence agreement.
3. The rights, privileges, and easements herein granted to the Grantee shall be restricted to the Grantees and their servants, agents, employees, invitees and licensees use of the Common Property Accesses for the purposes described above and the grant herein shall be enjoyed only by the owners and occupants of the Grantees' Lands and their respective servants, agents, employees, invitees and licensees, in common with the Grantors and their respective heirs, executors, administrators, successors and assigns and their respective servants, agents, employees, invitees and licensees.
4. The Grantors and the Grantees and their respective heirs, executors, administrators, successors or assigns may use and enjoy the Common Property Accesses and access thereto, in common and without hindrance, molestation or interruption on the part of the other party or any firm, person or corporation claiming by, through, under or in trust for such party.
5. The Grantor Condominium Corporation shall be solely responsible for undertaking the care and maintenance of the Common Property Accesses and improvements and all expenses related thereto.
6. The Grantees shall not construct or place any obstructions or improvements of any kind on, below or over the Common Property Accesses.
7. The Grantee Sunset covenants with the Grantor Condominium Corporation as follows:
 - a. The Grantees shall use the Common Property Accesses solely at their own risk and the Grantee Sunset, for itself and its successors and assigns and successors in title to the Grantees' Lands, does hereby release the Grantors from any actions, claims or demands any Grantees may have against the Grantors in respect of the state or condition of the Common Property Accesses;
 - b. The Grantees will at all times hereafter indemnify and keep the Grantors including all owners of units in the said condominium indemnified against all actions, claims and demands which may be lawfully brought or made against the Grantors or any such owners by reason of anything done by any Grantees or their successors or assigns or their respective agents, servants, employees, invitees and licensees, in the exercise or the purported exercise of the right, license, privilege and easement hereby granted;
 - c. The Grantee Sunset and its successors and assigns and successors in title to the Grantees' Lands will compensate the Grantor Condominium Corporation and its successors and assigns for any damage (other than reasonable wear and tear) caused by the Grantee Sunset, successors or assigns or successors in title to the Grantees' Lands or their respective agents, servants, employees, invitees

or licensees to the property or improvements on the Common Property Accesses provided that nothing herein shall make the Grantee Sunset or any successor in title liable to compensate for damage caused by an owner or his agents, servants, employees, invitees or licensees other than the Grantee Sunset or such successors in title;

- d. The Grantee Sunset and its successors and assigns and successors in title to the Grantees' Lands and their agents, servants, employees, invitees and licensees must at all times comply with the bylaws of the Grantor Condominium Corporation in force from time to time of general application to all Owners of Units in the Condominium and applicable to the rights granted hereunder; and
 - e. Notwithstanding anything herein contained, if any owner of the Grantees' Lands or any part thereof fails to meet and perform the obligations of the Grantees hereinbefore stated then the right of use hereunder and benefits herein and hereunder provided shall be suspended and shall not be available to such owner for so long as such owner shall continue to be in default of any payment or in default of performance of such obligations.
8. If any part of this Agreement shall be void or unlawful for any reason whatsoever such part shall be severable from this Agreement without affecting or derogating from the validity and enforceability of the remainder thereof.
 9. The parties hereto shall execute and make such other assurances and instruments as may be necessary to secure to the Grantees the right to use and enjoy as aforesaid, in common with the Grantors, the Common Property Accesses.
 10. In the event of a dispute between any of the Grantors and the Grantees as to the interpretation or effect of any of the terms or conditions of this Easement, either party shall have the right to give written notice to the other party (the "Arbitration Notice") of their determination to have the matter in dispute resolved by arbitration. For the purposes hereof, only the Grantor Condominium Corporation shall have the right to make determinations and to give notice of and participate in such arbitration, on the side of the Grantors, and the Grantor's actions in regard to any such determination or notice or arbitration process shall be binding upon all Unit owners. Further, on the Grantees' part only the Grantee Sunset shall have the right to make determinations and to give notice of and participate in such arbitration, on the side of the Grantees, and the Grantee's actions in regard to any such determination or notice or arbitration process shall be binding upon all Grantees.
 11. Within seven (7) days of receipt of the Arbitration Notice, the Grantor Condominium Corporation and the Grantee Sunset shall mutually appoint an arbitrator (the "Arbitrator"). In the event that such parties shall fail to agree on the appointment of an Arbitrator, then either such party may, on written notice to the other, apply to the President of the ADR Institute of Alberta to name the Arbitrator, and the Arbitrator selected by such President shall be the Arbitrator for the dispute.
 12. The decision of the Arbitrator is final and binding on the parties and there shall be no appeal of the decision to the courts.
 13. Except as modified by this Agreement, the provisions of the *Arbitration Act*, R.S.A. 2000 Ch. A-43, as amended, shall apply.

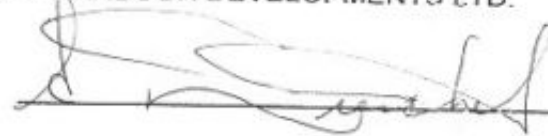
14. The Grantor Condominium Corporation and Grantee Sunset mutually covenant and agree each with the other:
 - a. This Agreement may not be amended except by a written Amending Agreement signed by the parties;
 - b. The Grantee Sunset may, at its option exercised by 30 days' advance notice in writing given to the Grantor Condominium Corporation prior to sale or lease by the Grantee Sunset of any lots or units to third parties on the Grantor's Lands, terminate this easement whereupon this easement shall be at an end. Such termination shall not be available once the Grantee Sunset has sold or leased any lots or units to third parties. Termination shall not release the Grantee Sunset from performing all its obligations hereunder up to the date of termination.
 - c. That this Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective servants, agents, employees, invites and licensees;
 - d. That whenever the singular or masculine pronouns are used throughout this Agreement, the same shall be construed as meaning the plural, the feminine or the neuter for the context, or as the parties so require;
 - e. This Agreement and the covenants herein contained are and shall be covenants running with the lands, and as such may be caveated upon the titles to the Grantor's Lands. The Grantee, however, agrees to record such caveat upon the Extra Plan Sheet for the Grantors' condominium plan, and not on individual titles to the condominium units.

IN WITNESS WHEREOF the Parties have hereunto affixed their corporate seals, as witnessed by the hands of their proper officers duly authorized in that behalf this ^{2nd day of August} 30th day of November, 2012. ²⁰¹³

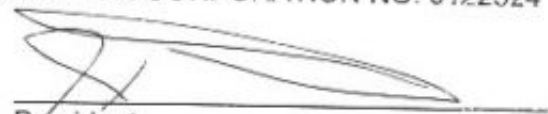


 Witness

SUNSET HARBOUR DEVELOPMENTS LTD.

PER: 

CONDOMINIUM CORPORATION NO. 0122324

PER: 

 President

PER: 

 Secretary