

**LAND TITLES  
EASEMENT**

Sunset Harbour Developments Ltd. (hereinafter referred to as the "Grantor") of R.R. 2, Westrose, Alberta, T0C 2V0 being registered owners of an estate in fee simple of the following lands, namely:

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 "Grantor's Land")

DOES HEREBY, in consideration of the sum of ONE (\$1.00) DOLLAR paid to the Grantor, the receipt and sufficiency whereof is hereby acknowledged, and in consideration of the covenants and conditions herein contained, grant and transfer unto Condominium Corporation No. 0122324, a body corporate created under the *Condominium Property Act of Alberta* (hereinafter referred to as the "Condominium Corporation Grantee") 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:

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 "Grantees' Lands")

the right, license, privilege, liberty and easement in fee simple to use and enjoy, in common with the Grantor and its servants, agents, employees, invitees and licensees those portions of the Grantor's Lands hereinafter described, for the purpose of permitting the Grantee and owners and occupants of the said condominium units from time to time (the Condominium Corporation Grantee and such unit owners being hereinafter collectively referred to as the "Grantees") and their respective heirs, executors, administrators, successors and assigns, use of portions of the Grantor's Lands as follows:

1. The Grantees shall have the right, license, privilege, liberty and easement to use all that portion of the said Lot 2 more particularly shown on the survey plan annexed hereto as Schedule "A" for

purposes of access to and ingress to and egress from the Grantees' Lands with or without vehicles of all kinds; and

2. The Grantees shall have the right, license, privilege, liberty and easement to use all that portion of the said Lot 1 more particularly shown on the survey plan annexed hereto as Schedule "B" for the purposes of placement, maintenance, operation, repair, replacement and use of tennis courts and playground facilities thereon.
3. The Grantees shall have the right, licence, privilege, liberty and easement to use such portions of the said Lot 1 as is shown on the sketch plan annexed hereto as Schedule "C" for the purposes of temporary trailer parking and storage. The Grantor shall be entitled to charge an annual fee of \$175.00 per trailer unit to the owners of such units stored or parked on the Grantor's Lands.

The said portions of the Grantor's Lands shown on Schedules "A" and "B" and "C" hereto are together hereinafter referred to as the "Easement Lands".

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

4. 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.
5. The rights, privileges, and easements herein granted to the Grantees shall be restricted to the Grantees (and their invitees, agents, employees, servants and licensees) use of the Easement Lands for the purposes described above.
6. The Grantor and the Grantees and their respective successors or assigns may use and enjoy the Easement Lands 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.
7. The Condominium Corporation Grantee shall be solely responsible for undertaking the care and maintenance of the Easement Lands and improvements and all expenses related thereto. Provided however, that if the Grantor shall at any future date, develop or subdivide the Grantor's Lands or any part thereof with any cottage or residential lot or other housing development or subdivision then the Grantor shall, from and after the commencement of such development or subdivision share in and contribute to the costs of maintenance, care, repair, refurbishment, and replacement of improvements on the Easement Lands on a basis that fairly apportions the same in accordance with the respective use of ~~the~~ <sup>after the in. is complete to access road</sup> use thereof by the parties hereto. The commencement of development or subdivision and the basis and amount of shares and contribution to costs will be determined by agreement between the Grantor and the Condominium Corporation Grantee, or failing agreement by arbitration as hereinafter provided.
8. The Grantees shall not construct any new or additional improvements on, below or over the Easement Lands without first obtaining the written approval of the Grantor, such approval not to be unreasonably withheld.
9. The Condominium Corporation Grantee, for itself and the other Grantees, covenants with the Grantor as follows:

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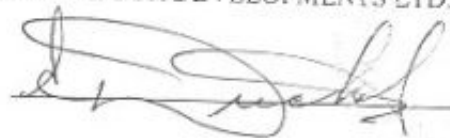
- a. The Grantees shall use the Easement Lands solely at their own risk and do hereby release the Grantor from any actions, claims or demands the Grantees may have against the Grantor in respect of the state or condition of the Easement Lands;
  - b. The Condominium Corporation Grantee will at all times hereafter indemnify and keep the Grantor indemnified against all actions, claims and demands which may be lawfully brought or made against the Grantor by reason of anything done by any Grantee or its agents, employees, servants, invitees and licensees, or the exercise or the purported exercise of the right, license, privilege and easement hereby granted;
  - c. The Condominium Corporation Grantee and its successors and assigns will compensate the Grantor and its successors and assigns for any damage (reasonable wear and tear excluded) caused by the Grantees or their respective agents, servants, employees, invitees or licensees to the Grantor's property or improvements on the Easement Lands provided that nothing herein shall make the Grantee 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 or such successors in title;
  - d. Either or both of the easements described in paragraphs 2 and 3 hereof may be terminated by the Grantor, on substantial commencement of development of the said Lot 1 by the Grantor as a cottage or residential development, and the Grantor's giving at least 30 days' notice in writing to the Grantee that the Grantor requires the Easement Lands affected by such development to be vacated by the Grantee. The date of termination shall be as stated in the Grantor's said notice.
10. 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.
  11. 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 Grantor, the Easement Lands.
  12. In the event of a dispute between the Grantor 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 Condominium Corporation Grantee 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 Condominium Corporation Grantee's actions in regard to any such determination or notice or arbitration process shall be binding upon all Grantees.
  13. Within seven (7) days of receipt of the Arbitration Notice, the Grantor and the Condominium Corporation Grantee 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.
  14. The decision of the Arbitrator is final and binding on the parties and there shall be no appeal of the decision to the courts.

15. Except as modified by this Agreement, the provisions of the *Arbitration Act*, R.S.A. 2000 Ch. A-43, as amended, shall apply.
16. The Grantor and Condominium Corporation Grantee 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. That this Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns;
  - c. 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;
  - d. This Agreement and the covenants herein contained are and shall be covenants running with the lands, and as such may be registered against or caveated upon the title to the Grantor's Lands.

IN WITNESS WHEREOF the Parties have hereunto affixed their corporate seals, as witnessed by the lands of their proper officers duly authorized in that behalf as of this ~~30<sup>th</sup> day of November, 2012~~ 2nd day of August 2013

  
Witness

SUNSET HARBOUR DEVELOPMENTS LTD.

PER: 

CONDOMINIUM CORPORATION NO. 0122324

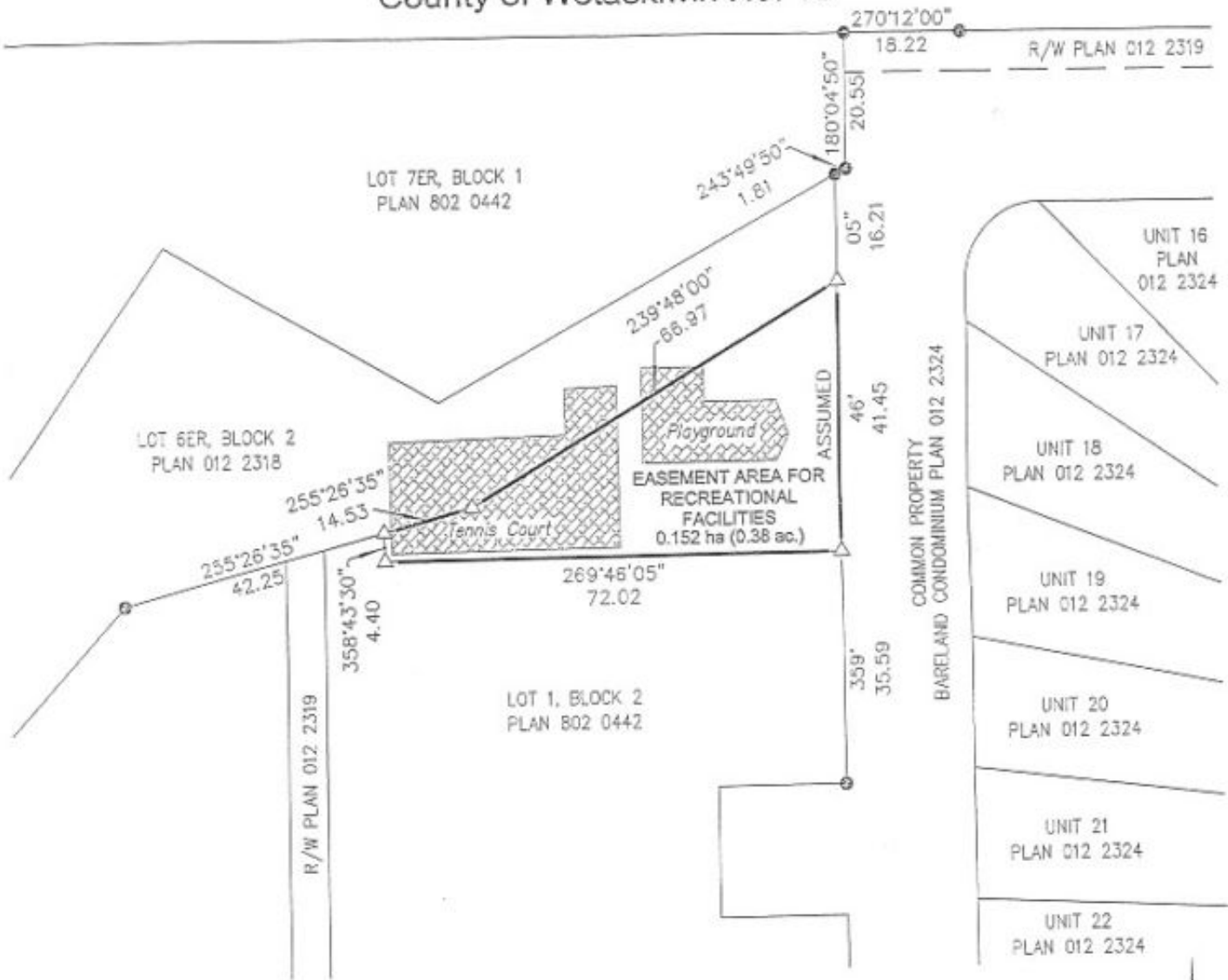
PER:   
President

PER:   
Secretary

# SCHEDULE 'A'

## SKETCH PLAN OF AREA REQUIRED FOR EASEMENT FOR RECREATIONAL FACILITIES

Within  
 Lot 1, Block 2, PLAN 802 0442  
 County of Wetaskiwin No. 10



SCALE - 1:1000

*JP*

DATED THIS 25th DAY OF MAY, 2011.

*Gerald S. Whaley*  
 GERALD S. WHALEY, ALBERTA LAND SURVEYOR

**BASELINE** GEOMATICS GROUP LTD.

PHONE: (780) 542-5252

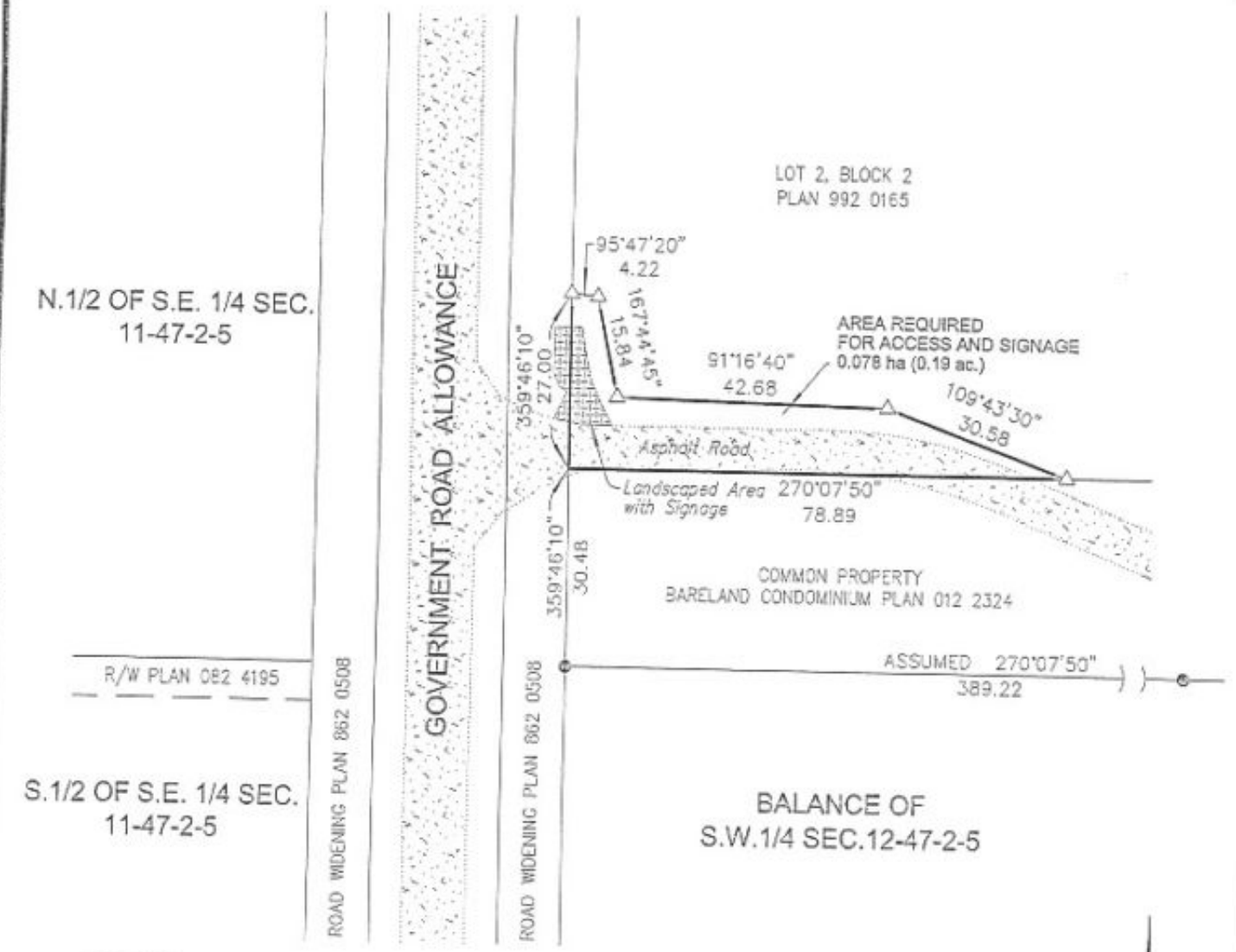
FAX: (780) 542-5044

EMAIL: admin@baselinegroup.ca

Drawing: 2011-104A.dwg

# SCHEDULE 'B'

SKETCH PLAN OF AREA REQUIRED  
FOR EASEMENT FOR ACCESS AND SIGNAGE  
Within  
Lot 2, Block 2, PLAN 992 0165  
County of Wetaskiwin No. 10



SCALE - 1:1000

*J.P.G.*

DATED THIS 25th DAY OF MAY, 2011.

*G. S. Whaley*  
GERALD S. WHALEY, ALBERTA LAND SURVEYOR

**BASELINE** GEOMATICS GROUP LTD.  
PHONE: (780) 542-5252 FAX: (780) 542-5044 EMAIL: admin@baselinegroup.ca  
Drawing: 2011-1048.cwg

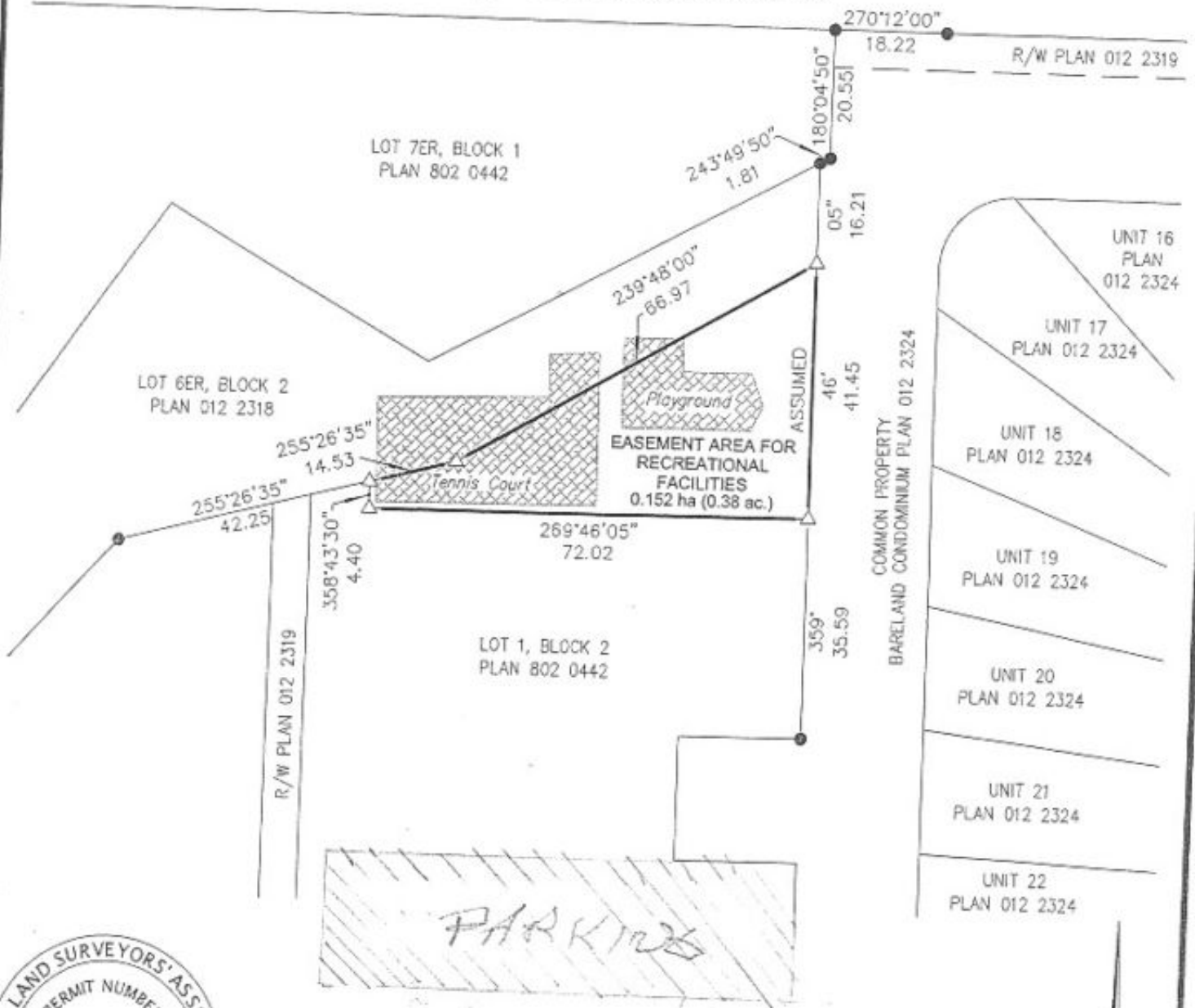
# SCHEDULE 'A'

## SKETCH PLAN OF AREA REQUIRED FOR EASEMENT FOR RECREATIONAL FACILITIES

Within

Lot 1, Block 2, PLAN 802 0442

County of Wetaskiwin No. 10



SCALE - 1:1000 N.T.S.

DATED THIS 25th DAY OF MAY, 2011.

*Gerald S. Whaley*  
GERALD S. WHALEY, ALBERTA LAND SURVEYOR

**BASELINE** GEOMATICS GROUP LTD.

PHONE: (780) 542-5252

FAX: (780) 542-6044

EMAIL: admin@baselinegroup.ca

Drawing: 2011-104A.dwg