

THIS AGREEMENT MADE IN WRITING AS OF THIS 30th DAY OF NOVEMBER, 2012.

BETWEEN:

CONDOMINIUM CORPORATION NO. 0122324
(hereinafter referred to as the "Condominium Corporation")

OF THE FIRST PART

- and -

SUNSET HARBOUR DEVELOPMENTS LTD.
(hereinafter referred to as "Developments")

OF THE SECOND PART

WHEREAS the Condominium Corporation manages and administers the common property shown on Condominium Plan number 0122324 including sewer and water systems, serving all the units within the said condominium.

AND WHEREAS Developments owns lands adjacent to the said condominium, being lands described as follows:

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 referred to as the "Adjacent Lands")

AND WHEREAS Developments may in future proceed with development of the Adjacent Lands or part thereof with cottage or residential lot or other housing development or subdivision developments, and wishes to have the right to tie such developments into the sewer and water systems maintained by the Condominium Corporation if and to the extent permitted by the County of Wetaskiwin No. 10 (the "Municipality") and available without overload or harm or damages to such sewer and water facilities.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the parties hereto agree for and in consideration of the covenants hereinafter stated and also in consideration of settlement of litigation between the parties, as follows:

1. If Developments at some future date proceeds with the development of the Adjacent Lands or any part thereof with any cottage or residential lot or other housing development or subdivision, and if Developments wishes to tie such developments into the sewer and water facilities within condominium parcel maintained by the Condominium Corporation and if such development in the opinion of the Condominium Corporation's Board of Directors (acting reasonably) may reasonably be tied into the sewer and water facilities within the condominium parcel without overload or undue taxing of those systems, and if such tie-in requires the permission of and is permitted by the Municipality, then the Condominium Corporation shall grant to Developments a license to tie into and use the said sewer and water facilities on such terms and conditions as the parties may agree upon (or determine by Arbitration as hereinafter provided if they do not agree), for the fair and equitable apportionment of the costs of use and maintenance of such sewer and water facilities. Developments understands and acknowledges that any grant of actual tie-in and use as herein provided for will be conditional upon special resolution approval of the owners of units in the said condominium. The Condominium Corporation will make reasonable efforts to secure such resolution if and when the parties determine to proceed with such tie-in.

2. Developments agrees for itself and its successors and assigns, including successors in title to lots within the Adjacent Lands, that upon and after tie-in to the said sewer and water facilities, it and they will share and contribute to the costs of maintenance, care, repair, refurbishment and replacement of the said sewer and water facilities on the condominium parcel on a basis that fairly apportions the same in accordance with the respective use or potential use thereof by owners and occupants within the Adjacent Lands and owners and occupants within the condominium parcel. The basis and amount

of shares and contribution to costs will be determined by agreement between the Condominium Corporation and Developments or failing agreement, by Arbitration as hereinafter provided. If ownership of Developments' Adjacent Lands become fractioned through the sale or transfer of lots or condominium units created on the Adjacent Lands, such costs will be apportioned between the lots or units on a fair basis in accordance with use or probable use of the said sewer and water facilities by the respective lot or unit owners. Such use and probable use, costs, contributions and obligations shall be determined by agreement between Developments (whose agreement shall be binding on all lot or unit owners within the Adjacent Lands), and the Condominium Corporation and failing agreement, by Arbitration as hereinafter provided.

3. Developments agrees that any plans and specifications for tie in to the condominium sewer or water services must first be approved by the Condominium Corporation (including unit owner resolution as aforesaid) and, if required, by the Municipality. Developments will provide plans and specifications in form and content acceptable to the Condominium Corporation and will pay for engineering and other professional assessment of those plans and specifications to the extent such professional assessment is required by the Condominium Corporation and no-tie in or connection to the condominium's sewer and water facilities will be made unless and until such approval is obtained. Any tie-in and connection must be done in such manner and to such standards and on conditions as may be required or recommended to the Condominium Corporation by its professionals and as may be required by the Municipality.
4. Developments agrees with the Condominium Corporation for itself and its successors and assigns as follows:
 - a. Developments and its successors and assigns will use the sewer and water facilities solely at their own risk;
 - b. Developments and its successors and assigns will at all times hereafter indemnify and save harmless the Condominium Corporation and all owners of units within the said condominium against all actions, claims and demands which may be lawfully brought or made against the Condominium Corporation or any such owners by reason of anything done by Developments or any of its successors or assigns or their respective agents, servants, employees, invitees and licensees in the purported exercise of the rights and licenses granted to Developments hereunder;
 - c. Developments and its successors and assigns will compensate the Condominium Corporation and its successors and assigns for any damage caused by Developments or its successors or assigns or their respective agents, servants, employees, invitees or licensees to the sewer or water facilities within the condominium parcel; and
 - d. Notwithstanding anything herein contained, if Developments or any owner of any part of the Adjacent Lands fails to pay its costs contributions determined as herein provided for, despite 15 days' notice in writing to do so, then the right of use

under the license provided for herein and the benefits herein provided for shall be suspended and shall not be available to Developments or such owner for so long as Developments or such owner shall continue to be in default of any payment.

5. In the event of a dispute between Developments and the Condominium Corporation as to the interpretation or effect of any of the terms or conditions of this Agreement, 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 shall have the right to make determinations and to give notice of and participate in such Arbitration, on the side of the Condominium Corporation, and the Condominium Corporation's actions in regard to any such determination or notice or arbitration process shall be binding upon all unit owners. Developments shall have the right to make determinations and to give notice of and participate in such Arbitration, on the side of all owners of lots and units in the Adjacent Lands, and Developments' actions in regard to any such determination or notice or arbitration process shall be binding upon all such owners.
6. Within seven (7) days of receipt of the Arbitration Notice, Developments and the Condominium Corporation 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.
7. The decision of the Arbitrator is final and binding on the parties and there shall be no appeal of the decision to the courts.
8. Except as modified by this Agreement, the provisions of the *Arbitration Act*, R.S.A. 2000 Ch. A-43, as amended, shall apply.
9. Developments and the Condominium Corporation 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 servants, agents, employees, invites and licensees;
 - 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 titles to the Condominium Corporation's Lands.

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

SUNSET HARBOUR DEVELOPMENTS LTD.



Witness

PER: 

CONDOMINIUM CORPORATION NO. 0122324

PER: 

President

PER: 

Secretary