

# **ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE**

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# **051399912**

## **ADVISORY**

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THE COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL DISTRICT OF EDMONTON

IN THE MATTER OF THE CONDOMINIUM PROPERTY ACT,  
REVISED STATUTES OF ALBERTA, 2000, CHAPTER C-22, AND  
SECTIONS 52(5) AND 63(4) THEREOF, AS AMENDED

FIAT

To: The Registrar for the South Alberta Land Registration District

BEFORE W. Breitkruze  
MASTER IN CHAMBERS  
LAW COURTS  
EDMONTON, ALBERTA

)  
)  
)  
)

On Fri day, the 21<sup>st</sup> day  
of October, 2005.

Let "Instrument dated the 30 day of January, 2004, being an Easement with Respect to Common Property Units" be registered on Condominium Plan 0510165 at the South Alberta Land Titles Office notwithstanding the lack of a special resolution and signatures indicating the consent of the owners Units 466 to 608 inclusive.

Let this fiat be registered notwithstanding the requirements of Sections 52(5) and 63(4) of the Condominium Property Act, Revised Statutes of Alberta, 2000, chapter C-22.

DATED at the City of Edmonton, in the Province of Alberta, this 21 day of October, 2005.



M.C.C.Q.B.A.

THE LAND TITLES ACT

**EASEMENT WITH RESPECT TO COMMON PROPERTY UNITS**

MEDICAN DEVELOPMENTS INC. (hereinafter called the "MEDICAN"), being or entitled to be the registered owners of an estate in fee simple in those condominium units comprising the Crossbow Point Development, in the Town of Canmore, in the Province of Alberta, described as follows:

CONDOMINIUM PLAN 0510165  
UNIT 523  
AND 4 UNDIVIDED ONE TEN THOUSANDTH SHARES  
IN THE COMMON PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "Common Property Units")

FOR VALUABLE CONSIDERATION the receipt and sufficiency of which is hereby acknowledged by the Corporation, do hereby grant, convey, transfer and set over:

- (a) unto MEDICAN as owner of the condominium units in the Town of Canmore, in the Province of Alberta, described in Schedule "A" hereto, (the Units") and its successors in title to the Units (MEDICAN and its successors in title to the Units being hereafter referred to as the "Owners")

THE NON-EXCLUSIVE RIGHT-OF-WAY, LICENSE, LIBERTY, PRIVILEGE AND EASEMENT across, on and through all those portions of the Common Property Units which are not:

- (i) a balcony or patio adjoining a Residential Unit; or
- (ii) areas reserved for exclusive use of the Corporation for the purpose of operating the Building in which the Units are located and its facilities, equipment and amenities or any other purpose of the Corporation;

FOR THE PURPOSE OF PERMITTING such Owners and the tenants of such Owners and their respective invitees, ingress to and egress from the Units owned by such Owners and the use of those said portions of the Common Property Units and the facilities and amenities therein or thereon provided from time to time by the Corporation for use of the Owners and the tenants of the Owners and their respective invitees subject always to any regulations made in relation to the Common Property Units by the Corporation;

- (b) Unto each of the Owners of a Residential Unit the exclusive right, license, liberty, privilege and easement over and on the balcony or patio joining such Residential Unit for the purpose of the use of such balcony or patio by such Owner and the tenants and invitees of such Owner;

ON THE FOLLOWING TERMS AND CONDITIONS:

1. No Owner or tenant of any Owner or invitees of either shall use any of the areas over which an easement is granted pursuant to this instrument in any manner inconsistent with any by-law, resolution or regulation of the Corporation relating to the use of such easement area nor shall they bring on to any of the easement areas any equipment,

material or other thing prohibited from time to time by such by-law, resolution or regulation.

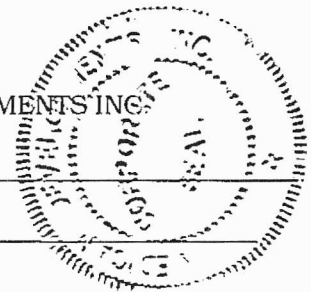
2. The Grantee, performing and observing covenants and conditions on the part of the Grantee to be performed and observed, shall and may peaceably enjoy and hold the rights, licenses, liberties, privileges and easement hereby granted without hinderance, molestation or interruption on the part of the Grantor or any person, firm or Corporation claiming by, through or under the Grantor for a period commencing with the date of this instrument and continuing until termination of the condominium status of the Residential Units.
3. This easement may not be assigned in whole or in part but shall run with the Common Property Units for the benefit of the Units.
4. Words herein importing number or gender shall be construed in grammatical conformance with the context or the party or parties in reference.

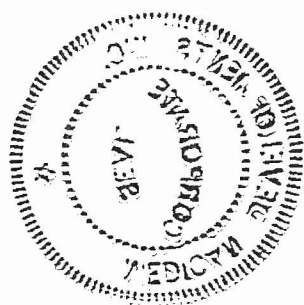
IN WITNESS WHEREOF, the Corporation has executed and delivered these presents this 30 day of January, 2004.

MEDICANT DEVELOPMENTS INC

Per: \_\_\_\_\_

Per: \_\_\_\_\_





**SCHEDULE "A"**

CONDOMINIUM PLAN 0510165

UNITS 466 TO 608 INCLUSIVE

INCLUDING ALL COMMON PROPERTY RELATING THERETO



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