

EASEMENT

THIS AGREEMENT made the 26 day of August, 2009.

BETWEEN:

TOWN OF DAYSLAND
A Municipal Corporation, in
the Province of Alberta
(hereinafter referred to as the "Grantor")

OF THE FIRST PART

- and -

TOWN OF DAYSLAND
A Municipal Corporation, in
the Province of Alberta
(hereinafter referred to as the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owners of those lands described on Schedule "A" hereto (the "Servient Lands");

AND WHEREAS the Grantee is the registered owner of those lands described on Schedule "B" hereto (the "Dominant Lands");

AND WHEREAS the Dominant Lands touch and concern the Servient Lands;

AND WHEREAS a golf course is and will be operated on the Dominant Lands;

AND WHEREAS golf balls may occasionally escape from the Dominant Lands onto the Servient Lands as a result of the operation of such a golf course;

AND WHEREAS it is beneficial to the value of the Dominant Lands and the Servient Lands that the Servient Lands be subject to an easement allowing the aforesaid on the terms and conditions hereinafter contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration now paid by the Grantee to the Grantor, the sufficiency and receipt whereof are hereby acknowledged by the Grantor, the Grantor, on behalf of itself, as owners for the time being of the Servient Lands and on behalf of each of its successors entitled to the Servient Lands and any part thereof, grant to and in favour of the Grantee, as owner for the time being of the Dominant Lands and its successors and assigns, and any occupants or invitees or guests using the Dominant Lands, an easement:

For the escape or propulsion of errant golf balls (either on the ground or through the air) onto or upon or over the Servient Lands from the Dominant Lands, which the Grantor agree shall not constitute a nuisance, trespass or other cause of action (the "Easement").

The Grantor and the Grantee covenant that the aforesaid Easement shall not be interpreted as allowing:

- a) ingress onto the Servient Lands by persons in order to retrieve golf balls; and
- b) anyone to deliberately land golf balls onto the Servient Lands.

The Grantor and the Grantee further covenant that the aforesaid Easement shall not be interpreted as stopping or preventing, and nothing herein shall stop or prevent, development or construction upon the Servient Lands.

The Grantor and the Grantee mutually agree that the Easement shall be annexed to and run with the Dominant Lands and every part thereof and that the burden of the Easement shall be annexed to, run with, and burden the Servient Lands and every part thereof.

The Grantee forbids the registration of any person as transferee or owner of or of any interest affecting the Servient Lands unless the instrument or Certificate of Title, as the case may be, is stated to be subject to the claim of the Grantee.

The Grantor and the Grantee mutually agree that in the event that any clause, paragraph, provision or part of this Agreement shall be deemed void, invalid, or of no force or effect for any reason, by a Court of competent jurisdiction, the remaining provision or parts of this Agreement are intended to and shall be valid and remain in force and effect.

The Grantor and the Grantee mutually agree that the presents shall bind and enure to the benefit of the Grantor and the Grantee and the successors in title of the Grantee as owner of the Dominant Lands and every part thereof, and the successors in title of the Grantor as owners of the Servient Lands and any part thereof.

IN WITNESS WHEREOF have executed this Agreement on the day and year written first above.

TOWN OF DAYSLAND
(Grantor and Grantee)

Per:  _____

Per:  _____

SCHEDULE "A"

SERVIENT LANDS

Legally described as:

Lot 1, Block G, Plan 092 236 718

Lot 2, Block G, Plan 092 236 718

Lot 3, Block G, Plan 092 236 718

Lot 4, Block G, Plan 092 236 718

Lot 5, Block G, Plan 092 236 718

SCHEDULE "B"

DOMINANT LANDS

Legally described as:

**Block G, Plan 6816 U
(Daysland Golf Course)**