



EASEMENT AGREEMENT

dated for reference February 15, 2006

Between:

WOLF CREEK VILLAGE LTD.

Owner of the Servient Tenement
incorporated pursuant to the laws of the Province of Alberta,
("Servient Owner")

and

WOLF CREEK VILLAGE LTD.

Owner of the Dominant Tenement
incorporated pursuant to the laws of the Province of Alberta,
("Dominant Owner")

WHEREAS:

- A.** Wolf Creek Village Ltd (from time to time called the "Developer") is the owner and developer of all the lands described in Schedule "A" hereof;
- B.** it was a condition of the purchase of the said lands from the Volds that the lands would be developed according to a scheme(s) of development or building scheme(s) and the Developer is accordingly developing the said lands according to a scheme(s) of development to preserve the value and viability of that lot comprising the golf course (the "Dominant Tenement", as described in Schedule "B" hereof), to permit certain activities which encroach upon or on the use of other lands in the neighbourhood (such other lands being described as the Servient Tenement, as herein defined), which in turn enhances the value and appeal of the Servient Tenement as golf-course-residences;
- C.** in considering the interests of the golf course and its operation:
- it is important to the viability of the golf course that it be maintained largely during off hours
 - it is to be expected that from time to time golf balls may leave the golf course and land on neighbouring lands
 - it is important to the viability of the golf course that it be protected from claims of nuisance relating to either its maintenance or golf balls leaving its boundaries;
- D.** the said lands are being developed in phases and each residential phase may constitute its own building scheme independent of the building scheme of each other residential phase and it is the Developer's intent that the easements contemplated herein shall be enforceable against all the servient residential and municipal reserve lots developed on the said lands, either: pursuant to this Agreement regardless of the phase in which any given residential or municipal reserve lot was developed; or as multiple easements under this Agreement and other like agreements applicable to other phases and which agreements together with this Agreement in the aggregate constitute



easements against all the servient residential and municipal reserve lots developed on the said lands;
E. the Servient Owner is the registered owner of the lots described in Schedule “C” hereof, such lots being the “Servient Tenement”;

NOW THEREFORE in consideration of the premises hereof and the promises herein made to protect the value of lots in the building scheme, the parties agree that:

the Servient Tenement grants, and all the parts and every part thereof, shall have established, imposed and annexed thereon the following easements and provisions to be enforced against and to run with the Servient Tenement and to be binding on the owners of the Servient Tenement, as they may be from time to time, and all persons claiming under them; and

the Dominant Tenement, and all the parts and every part thereof, shall enjoy the benefit of the said grant of easements and provisions, and such benefits shall be annexed to and run with the Dominant Tenement and shall be enforceable by the owners of the Dominant Tenement, as they may be from time to time, and all persons claiming under them;

namely:

1 MAINTENANCE

1.1 The Dominant Tenement may be maintained including, without limitation, cutting grass or trees, watering, excavating and renovating, between the hours of 05:30 and 23:30 seven days a week, notwithstanding that the noise of maintenance activities may be audible from or upon the Servient Tenement and may be considered a nuisance.

2 ERRANT GOLF BALLS

2.1 Golf balls discharged into the air from the Dominant Servient may be deposited onto the Servient Tenement from time to time, it being recognized that this is an inherent risk of developing a residence in close proximity to a golf course and that the Servient Tenement is accepting this risk.

3 GENERAL PROVISIONS

3.1 The recitals together with the Schedules of this Agreement are incorporated herein and form part of this Agreement as if specifically set out herein.

3.2 The activities hereby permitted to encroach upon the Servient Lands or upon the use and enjoyment of the Servient Lands, namely the sounds or noises of maintenance and the invasion of errant golf balls from the Dominant Lands, all as better described herein, shall be allowed and the Servient Owner shall protect the Dominant Owner from claims in relation thereto despite such activities constituting a nuisance to the Servient Tenement. In the event of physical damage being caused to the Servient Tenement by the activities hereby permitted, the Dominant Owner’s liability

shall be limited to repair or replacement of the damaged property only and the Servient Owner will protect the Dominant Owner against any claim for any reason whatsoever, including a claim of nuisance, in excess of the said repair or replacement.

3.3 This Agreement may be registered against the lots set out in Schedule "C", or a caveat referencing this Agreement may be registered against the said lots.

3.4 The headings of this Agreement are solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement.

3.5 The terms "Agreement", "herein", "hereof" and similar expressions refer to this Agreement as a whole and not merely to a section hereof.

3.6 Where the context so requires, words importing the singular number shall include the plural and vice versa, and words importing the neuter gender shall include the masculine, feminine and neuter genders. Furthermore, the terms "person" or "persons" shall include an individual, partnership, association, syndicate, body corporate, trust, trustee, executor, administrator or legal representative, and any other entity whatsoever.

3.7 If any of the provisions hereof are deemed invalid or unenforceable by a court of competent jurisdiction, those provisions shall be deemed to be severed and this Agreement shall be deemed to remain in force as if such severed provisions were not a part hereof.

3.8 This Agreement shall enure to the benefit of and be binding upon each of the parties' successors, heirs, administrators, legal representatives, transferees and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement on October 18, 2006 effective as of the date and year first above written.

WOLF CREEK VILLAGE LTD.
(The Servient Owner)

WOLF CREEK VILLAGE LTD.
(The Dominant Owner)

Per: _____

Per: _____

Schedule "A"

the whole of the lands being developed

First

The south west quarter of section two (2)
township forty two (42)
range twenty six (26)

west of the fourth meridian containing 64.7 hectares (160 acres), more or less excepting thereout:
0.525 hectare (1.03 acres), more or less for road as shown on road plan 5777LZ.

Excepting thereout all mines and minerals

Second

All that portion of the south east quarter of section two (2)
township forty two (42)
range twenty six (26)

west of the fourth meridian which lies west of the westerly limit of the road as shown on road
plan 4214EU containing 27.30 hectares (67.5 acres) more or less

Excepting thereout all mines and minerals

Schedule "B"

legal description of the Dominant lands

Plan
Block A
Lot 1

Schedule "C"

legal descriptions of the Servient lands

Plan
Block 1
Lots 2-12
Excepting thereout all mines and minerals

Plan
Block 4
Lots 2-6 and 8-32
Excepting thereout all mines and minerals

Plan
Block 5
Lots 1-21
Excepting thereout all mines and minerals