

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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Riverbend
File: 122156

ZERO LOT LINE EASEMENT AGREEMENT

MEMORANDUM OF AGREEMENT made this 9 day of June, 2026.

BETWEEN:

THE CITY OF CALGARY

a municipal corporation carrying on business
in and pursuant to the Province of Alberta

(the "Grantor")

- and -

THE CITY OF CALGARY

a municipal corporation carrying on business
in and pursuant to the Province of Alberta

(the "Grantee")

RECITALS

WHEREAS the Grantor is the registered owner of the following lands:

LOTS 13 TO 17, BLOCK 4

AS SHOWN ON PLAN 261 1334

EXCEPTING THEREOUT ALL MINES AND MINERALS

(individually referred to as a "Lot" and collectively referred to as the "Lots")

AND WHEREAS the Grantee wishes to proceed with Zero Lot Line Development on each of the Lots;

AND WHEREAS the Land Use Bylaw requires registration of a private maintenance easement agreement against title to the lands of the Lot proposed for Zero Lot Line Development and the Adjacent Lot;

AND WHEREAS, accordingly, pursuant to the Grantee's subdivision application file number **SB2024-0431**, the Approving Authority approved the development of the Lots subject to certain conditions of approval, including a condition requiring the Grantor and Grantee enter into a private maintenance easement agreement and register such agreement **concurrently** with the registration of the final subdivision plan;

AND WHEREAS 1.5 metre maintenance easements are to be granted hereunder over a portion of each Lot 14, Lot 15, Lot 16, and Lot 17 in order to permit the owner of the Adjacent Lot to enter the Easement Area to construct and maintain a Building on the Adjacent Lot.

AND WHEREAS each Lot over which an easement is being granted will, with respect to such easement, constitute and be termed in this agreement a "Servient Tenement" and is described in Schedule "A" to this Agreement. Each Adjacent Lot for the benefit of which each such easement is being granted will constitute and be termed in this agreement a "Dominant Tenement", each of which is described in Schedule "A".

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the payment of Ten Dollars (\$10.00) from the Grantee to the Grantor, the approval of SB2024-0431 and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **THE PARTIES AGREE AS FOLLOWS:**

1. DEFINITIONS.

1.01 In this Zero Lot Line Easement Agreement (the "Agreement"), the following words and phrases when capitalized shall have the following meanings:

- (a) "Adjacent Lot" means, in relation to a Lot, the single parcel of land that shares a common boundary with that Lot along the Zero Lot Line Boundary;
- (b) "Approving Authority" means a person or body appointed as a Development Authority or a Subdivision Authority for the City as contemplated by and in accordance with the Municipal Government Act, RSA 2000, c M-26, as amended or replaced;
- (c) "Building" means the Single Detached Dwelling to be constructed on each Lot;
- (d) "Dominant Lands" means all Dominant Tenements, collectively;
- (e) "Dominant Tenement" means the Adjacent Lot owned by the Grantee benefitting from the easement granted over the Servient Lot and described in Schedule "A";
- (f) "Easement Area" means that portion of each Servient Tenement that lies within the access right of way plan, registered as Plan number 261 1338;
- (g) "Effective Date" means the date at the top of this Agreement;

- (h) "Grantee" means the registered owner(s) from time to time of each Dominant Tenement, or any portion thereof, and their successors and assigns and any subsequent purchasers or transferees of the Dominant Tenement;
- (i) "Grantor" means the registered owner(s) from time to time of each Servient Tenement, or any portion thereof, and their successors and assigns and any subsequent purchasers or transferees of the Servient Tenement;
- (j) "Land Use Bylaw" means the City of Calgary Land Use Bylaw 1P2007, as amended or replaced;
- (k) "Servient Lands" means all Servient Tenements, collectively;
- (l) "Servient Tenement" means the Lot owned by the Grantor over which an easement is granted to the owner of the Adjacent Lot and described in Schedule "A";
- (m) "Side Setback" means the distance from a side property line to the point on a Lot where a Building is located measured at a right angle from the property line to which it relates;
- (n) "Single Detached Dwelling" has the same meaning as is defined in the Land Use Bylaw;
- (o) "Zero Lot Line Boundary" means the shared property line between two Lots along which a Zero Lot Line Development is constructed.
- (p) "Zero Lot Line Development" means a Building with a Side Setback of 0.0 (zero) metres;

2. TERM OF AGREEMENT

- 2.01 The Grantor and Grantee agree that this Agreement and the rights and privileges granted herein come into full force and effect on the Effective Date and continue for as long as is necessary, as determined by the Approving Authority in its sole discretion. This Agreement may only be terminated with the prior written consent of the Approving Authority which may be obtained as described in clause 6.02 herein.

3. PRIVATE MAINTENANCE EASEMENT AND ENCROACHMENTS

- 3.01 No easement created under this Agreement benefits any Dominant Tenement other than the Dominant Tenement expressly associated with the applicable Servient Tenement in Schedule "A".
- 3.02 The Grantor grants to the Grantee for the use of the Grantee (including its nominees, appointees, contractors, subcontractors, officers, servants, tenants, agents, employees,

and invitees) in common with the Grantor, the non-exclusive, perpetual right, privilege and easement, in, across, through and over the Easement Area, using whatever equipment as may be necessary, at any time, without notice, for the purpose of:

- (a) the constructing, building, renovating, rebuilding, repairing, replacing, maintaining and inspecting the Building, which may only be constructed, save and except only to the extent hereinafter provided, wholly upon the Dominant Tenement; and
- (b) digging holes, constructing footings, walls, roof eaves and window wells and permitting the footings, roof eaves and window wells forming a part of the Building to remain and exist upon the Easement Area.

3.03 The easements provided for in clause 3.02 herein are subject to the following terms and conditions:

- (a) the footings, roof eaves and window wells which form part of the Building situate upon the Dominant Tenement may be constructed upon and encroach upon the Easement Area of the Servient Lot for a distance of not more than **0.60** metres in the case of footings and **0.30** metres in the case of roof eaves and window wells;
- (b) the roof eaves of a Building situate upon the Dominant Tenement must not be closer than **0.90** metres to the eaves on any building on the Adjacent Lot, and;
- (c) the footings, roof eaves and window wells that form part of any other building situate upon the Dominant Tenement other than the Building shall not be constructed upon or encroach onto the Servient Tenement or Easement Area.

3.04 The Grantor shall retain a right of egress and ingress in, through on and over the Easement Area subject to any restrictions contained in this Agreement.

4. GRANTOR COVENANTS

4.01 The Grantor covenants and agrees that it shall not:

- (a) do any act or thing that would damage the Easement Area or infrastructure located thereon or that could interfere in any material way with the Grantee's rights pursuant to this Agreement;
- (b) change or permit a change to be made to the existing surface grade of the Servient Tenement in such a manner that could interfere in any material way with the Grantee's rights pursuant to this Agreement;
- (c) build, erect, plant or maintain or permit to be built, erected, planted or maintained on the Easement Area any building, fence, or structure, including a sign, tree, shrub, vegetation, landscaping or other works that could interfere in any material way with the Grantee's rights pursuant to this Agreement.

4.02 Clause 4.01 shall in no way be deemed to prohibit:

- (a) the granting of any easement for a right-of-way for utilities on the Easement Area or any part thereof;
- (b) the construction and existence of footings, roof eaves and window wells that form part of a dwelling house situate upon the Servient Tenement, provided such footings, roof eaves and window wells do not extend more than **0.60** metres, in the case of footings, or **0.30** metres, in the case of roof eaves or window wells, into the Easement Area;
- (c) the construction or maintenance of asphalt or concrete hard surfacing upon any driveway or parking area; or
- (d) the construction or maintenance of any structure, including a building, that complies with the Land Use Bylaw, and has, where applicable, the approval of the Approving Authority, and does not interfere in any material way with the Grantee's rights pursuant to this Agreement.

4.03 The Grantor shall pay all municipal taxes and assessments levied against the Servient Tenement, including the Easement Area.

5. GRANTEE COVENANTS

5.01 The Grantee covenants and agrees that:

- (a) it will, in exercising its rights set out in this Agreement, do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to the owner and occupier, if any, of the Servient Tenement, as is possible.
- (b) it shall restore the Easement Area to its former condition including, but not limited to, the replacement of trees, shrubs, landscaping, and hard surfacing;
- (c) it will not construct or maintain any building or structure upon the Dominant Tenement, other than the Building that is the subject of this Agreement, unless such building or structure complies with the setback requirements in the Land Use Bylaw, and they have first obtained the approval of the Approving Authority, where applicable.

6. REGISTRATION AND DISCHARGE

6.01 The parties shall register this Agreement by way of caveat or other encumbrance thereto against title to the Dominant Lands and Servient Lands in the Land Titles Office for the South Alberta Land Registration District.

6.02 The parties acknowledge and agree that the parties shall not discharge this Agreement from title to any Dominant Tenement or Servient Tenement without the written consent of the Approving Authority obtained through an application in writing to the Approving

Authority for consent to discharge this Agreement, which application must be accompanied by a registerable discharge of easement and a copy of the certificate of title downloaded or obtained within one week of submission of the application, or such other process that the Approving Authority may require at the time of the requested discharge.

7. INDEMNITY

- 7.01 The Grantee shall indemnify and save harmless the Grantor and the Approving Authority from and against any and all claims, damages, debts, suits, dues, actions, liabilities, causes of action, costs, or sums of money whatsoever that the Grantor and the Approving Authority may suffer or be put to by reason of anything done or omitted to be done by the Grantee to this Agreement in the exercise of any one or more of the rights, objections and privileges granted in this Agreement.

8. ASSIGNMENT ON DISPOSITION AND POSTPONEMENT

- 8.01 Concurrent with the assignment, sale or transfer of a Servient Tenement or any portion thereof, or any interest therein by which the rights and obligations under this Agreement are assigned, sold or transferred, the Grantor shall cause its assignee, purchaser or transferee to enter into an Assumption Agreement duly executed by the assignee, purchaser or transferee, in a form acceptable to the Grantee, which shall provide for the assumption by such assignee, purchaser or transferee of all of the obligations imposed by this Agreement with respect thereto, at which time the assignor, vendor or transferor shall be deemed to be released from such obligations.

9. GENERAL

- 9.01 If any provision of this Agreement or application thereto to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, other than such term, shall be valid and enforced to the extent permitted by law.
- 9.02 This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Alberta.
- 9.03 No action shall lie against either the Grantor or the Grantee for damages, for breach of any one or more of the covenants contained in this Agreement unless the Grantor or Grantee were, at the time of the alleged breach, an owner of either a Servient Tenement or Dominant Tenement and alleged and found by a court of competent jurisdiction to be in breach of this Agreement. This covenant shall constitute an absolute defence to any such action and may be pleaded as such.
- 9.04 Should the Grantor or Grantee at any time and from time to time comprise two or more persons, each such person shall be jointly and severally bound with the other and others for the performance of the obligations of the Grantor or Grantee of such rights.
- 9.05 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors, successors in title and assigns.

- 9.06 Nothing in this Agreement shall relieve the Grantor or Grantee from compliance with all applicable municipal bylaws, laws or regulations established by any other government authority which may have jurisdiction over the Dominant Lands or Servient Lands.
- 9.07 This Agreement does not constitute a development permit or any other permit issued by the Approving Authority.
- 9.08 The parties acknowledge and agree that notwithstanding that the Approving Authority is not a party to this Agreement, it may enforce any provisions in this Agreement that are for its benefit.
- 9.09 No action shall lie against the Approving Authority for damages for any party's breach of any one or more of the covenants or agreements contained herein. This covenant shall constitute an absolute defence for the Approving Authority to any such action and may be pleaded as such.
- 9.10 The failure of the Grantee at any time to require strict performance by the Grantor of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Grantee of the performance of any obligation hereunder be taken or held to be a waiver of the performance of any other obligation herein.
- 9.11 The failure of the Grantor at any time to require strict performance by the Grantee of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Grantor of the performance of any obligation hereunder be taken or held to be a waiver of the performance of any other obligation herein.
- 9.12 The Grantee's waiver of all or any portion of this Agreement must, without the exception, be in writing and signed by the Approving Authority, and any action that fails to comply with this requirement shall under no circumstances be considered or construed to be a waiver.
- 9.13 The Grantor's waiver of all or any portion of this Agreement must, without the exception, be in writing and signed by the Approving Authority, and any action that fails to comply with this requirement shall under no circumstances be considered or construed to be a waiver.
- 9.14 The parties hereby acknowledge and agree that every obligation or duty imposed upon them under this Agreement shall constitute a covenant, whether expressed as covenant or not.
- 9.15 The parties acknowledge and agree that the covenants contained herein are deemed to be, and shall be, covenants running with the Dominant Lands and Servient Lands.
- 9.16 Time shall be of the essence of this Agreement.

9.17 The above recitals and attached schedules shall form part of this Agreement.

IN WITNESS WHEREOF THE CITY OF CALGARY has caused its corporate seal to be affixed duly attested by the hands of its proper officers duly authorized in that behalf, all as of the day and year first above written.

Approved as to Content	Initials
Bus. Unit.: Real Estate & Development Services Name: <u>Jennifer Theriault</u>	JT
Approved as to Form by Law, Legal Services	Initials
Name: <u>Keldraugh Lindsay</u> File: <u>PRE-REDO 1022</u>	KL

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Name: <u>Keldraugh Lindsay</u> File: <u>PRE-REDO 1022</u>	KL

THE CITY OF CALGARY

PER: [Signature]
Manager, Land & Asset Management, Real Estate & Development Services

PER: [Signature]
City Clerk Katarzyna Martin
City Clerk JUN 09 2026

THE CITY OF CALGARY

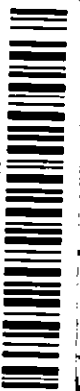
PER: [Signature]
Manager, Land & Asset Management, Real Estate & Development Services

PER: [Signature]
City Clerk Katarzyna Martin
City Clerk JUN 09 2026

SCHEDULE "A"
TO ZERO LOT LINE EASEMENT AGREEMENT

SERVIENT TENEMENT	DOMINANT TENEMENT
LOT 14, BLOCK 4	LOT 13, BLOCK 4
LOT 15, BLOCK 4	LOT 14, BLOCK 4
LOT 16, BLOCK 4	LOT 15, BLOCK 4
LOT 17, BLOCK 4	LOT 16, BLOCK 4

ALL AS SHOWN ON PLAN 261 1334



261212515

261212515 REGISTERED 2026 07 20

EASE - EASEMENT

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