

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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ADVISORY

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THIS AGREEMENT made effective this 9 day of June, 2026

BETWEEN:

THE CITY OF CALGARY,
a body corporate and carrying on business
In the City of Calgary, in the Province of Alberta

("Party A")

- and -

THE CITY OF CALGARY,
a body corporate and carrying on business
In the City of Calgary, in the Province of Alberta

("Party B")

PARTY WALL AGREEMENT

WHEREAS Party A is or is entitled to become the registered owner of the Parcel A Lots;

AND WHEREAS Party B is or is entitled to become the registered owner of the Parcel B Lots;

AND WHEREAS each Parcel A Lot described in Column A of Schedule "A" is a lot immediately adjoining each respective corresponding Parcel B Lot set out opposite in the sequence of lots described in Column B of Schedule "A";

AND WHEREAS there is or will be erected on each Parcel A Lot and on each respective corresponding Parcel B Lot, a building having as to the Parcel A Lot a wall on and adjoining the common boundary line existing between the Parcel A Lot and the Parcel B Lot and having as to the Parcel B Lot a wall on and adjoining the common boundary line existing between the Parcel B Lot and the Parcel A Lot;

AND WHEREAS the wall erected or to be erected on each Parcel A Lot and on each respective corresponding Parcel B Lot will form a single centre wall on both sides of the common boundary line existing between the Parcel A Lot and the Parcel B Lot;

AND WHEREAS the parties hereto have agreed to the use of the said centre walls and foundations thereto as common Party Walls;

AND WHEREAS the Approving Authority requires the creation of certain rights, encroachments and other rights of owners of each portion of the land as a condition of subdivision and approval and to the existence of the Party Walls, structural features and the proximity of separate utility installations;

NOW THEREFORE in consideration of the premises, the approval of Subdivision No. SB2024-0431, the sum of ONE DOLLAR (\$1.00) paid by Party A and Party B each to the other (the receipt and sufficiency whereof is hereby acknowledged), and the protection of each Parcel A Lot and Parcel B Lot and their respective owners, Party A covenants and agrees with Party B as follows:

1. DEFINITIONS

- 1.1 "Agreement" means this Party Wall Agreement and all of its amendments, recitals, and schedules.
- 1.2 "Approving Authority" means The City of Calgary as the subdivision or development approving authority pursuant to Part 17 of the Municipal Government Act, RSA 2000, c M-26, as amended or replaced.
- 1.3 "Dominant Tenements" means those lands described as dominant tenements in Article 2 of this Agreement. ✓
- 1.4 "Extension Wall" means any fire wall or lot wall located on, near or adjoining the common boundary between each Parcel A Lot and each respective corresponding Parcel B Lot, where such wall extends beyond the Party Wall and which wall has been solely erected and constructed for the purpose of support of the roof of one of the dwelling units only.
- 1.5 "Owner" means the registered owner of any of the Parcel A Lots or the Parcel B Lots, or both, as the context requires.
- 1.6 "Parcel A Lots" means as described in Column A of Schedule "A" attached hereto
- 1.7 ""Parcel B Lots" means as described in Column B of Schedule "A" attached hereto.
- 1.8 "Party A" means the registered owner(s) from time to time of each of the Parcel A Lots, or any portion thereof, and their heirs, successors and assigns and/or any subsequent purchasers or transferees of each of the Parcel A Lots.
- 1.9 "Party B" means the registered owner(s) from time to time of each of the Parcel B Lots, or any portion thereof, and their heirs, successors and assigns and/or any subsequent purchasers or transferees of each of the Parcel B Lots.
- 1.10 "Party Wall" means one or more of those walls erected as a single centre wall on both sides of the common boundary line existing between a Parcel A Lot and a Parcel B Lot, and includes, unless otherwise explicitly excepted by this Agreement, an Extension Wall.
- 1.11 "Servient Tenements" means those lands described as servient tenements in Article 2 of this Agreement. ✓

2. DOMINANT AND SERVIENT TENEMENTS

- 2.1 Party A, as Owner of each of the Parcel A Lots (the servient tenements) does hereby grant unto the Owner of each respective corresponding Parcel B Lot (the dominant tenements), its successors-in-title, and their respective heirs, successors, administrators and assigns, the rights, privileges, covenants and easements hereinafter described.
- 2.2 Party B, as Owner of each of the Parcel B Lots (the servient tenements) does hereby grant unto the Owner of each respective corresponding Parcel A Lot (the dominant tenements), its successors-in-title, and their respective heirs, successors, administrators and assigns, the rights, privileges, covenants and easements hereinafter described.

3. PARTY WALL

- 3.1 The Party Wall and foundations thereof located both above and below ground level on and adjoining the common boundary existing between each Parcel A Lot and each respective corresponding Parcel B Lot is and is hereby declared to be a Party Wall between the building erected on the Parcel A Lot and the building erected on the Parcel B Lot.
- 3.2 Each Party Wall shall be used and maintained as a Party Wall and owned jointly by the Owners of the Parcel A Lot and Parcel B Lot upon which the Party Wall is constructed. The middle line of the Party Wall is on the dividing line between the Parcel A Lot and each respective corresponding Parcel B Lot and shall coincide with the common boundary existing between the said lands.
- 3.3 No part of the estate in fee simple of the Parcel A Lot upon which the Party Wall is constructed shall become vested in the Owner of the respective corresponding Parcel B Lot and no part of the estate in fee simple of the Parcel B Lot on which the Party Wall is constructed shall become vested in the Owner of the respective corresponding Parcel A Lot.
- 3.4 The parties acknowledge and agree that all parties to this Agreement have a right to the support of each Party Wall. The joint Owners of each Party Wall hereby covenant and agree that they are responsible for the care and maintenance of said Party Wall, and that they are jointly and severally liable to the other parties for any and all damage to persons and property on the other parties' respective parcels that is caused or contributed to by any failure of or damage to the said Party Wall, whether or not such failure or damage is the result of the negligence of either of the joint Owners of the said Party Wall.
- 3.5 Any encroachment by the Party Wall and the foundation and footings thereto and any existing projections such as roof eaves, eaves troughs, gables, overhangs, trims or exterior cladding shall constitute a perpetual right, privilege and easement on the Dominant and Servient Tenements respectively.

4. PARTY WALL REPAIRS AND MAINTENANCE

- 4.1 The Owner of either of a Parcel A Lot or the respective corresponding Parcel B Lot, its agents, contractors or employees, may rebuild the whole or any portion of the Party Wall, excepting an Extension Wall, in the event of its partial or total destruction.

- 4.2 The cost of repairs and maintenance of a Party Wall in the event of its partial or total destruction, except in the case of negligence by one of the Owners or his agents, employees, invitees or tenants, shall be borne equally by the Owners from time to time of the Parcel A Lot and the Parcel B Lot on which the Party Wall is situated.
- 4.3 Each Owner hereby agrees to contribute upon request to the cost described in Article 4.2 PROVIDED THAT whenever the Party Wall, or any portion thereof, is rebuilt it shall be erected on the place where it now stands and shall be of the same size and of the same or similar materials and of like quality with the present or last existing Party Wall, and shall be constructed in accordance with the minimum standards provided in the building bylaw applicable in the municipality or, in the absence of such a bylaw, then in accordance with the minimum standards provided by the Alberta Building Code.
- 4.4 Prior to the rebuilding of the Party Wall, (excepting an Extension Wall), the party who intends to actually rebuild the Party Wall shall send to the immediately adjoining party plans and specifications of the Party Wall to be rebuilt and request the immediately adjoining party's written approval thereof. Upon written approval by the immediately adjoining party of the said plans and specifications, the party so requesting may proceed with the rebuilding in accordance therewith.
- 4.5 Should written approval not be received within seven (7) days after the request, then either of the immediately adjoining parties may make a submission for arbitration pursuant to the Alberta Arbitration Act, RSA 2000, c A-43, as amended or replaced. There shall be two (2) arbitrators, one named by each immediately adjoining party, and they shall proceed to make their determinations pursuant to the Schedule of the Alberta Arbitration Act, RSA 2000, c A-43, and the parties shall be bound by the terms of the Act.
- 4.6 Each party has the right to enter any of the other immediately adjoining parcels to repair or replace any Party Wall and the parties, their agents, contractors or employees are hereby granted an easement over each the immediately adjoining parcel for such reasonable access as is required to maintain, repaint, refinish, repair or replace or otherwise maintain any Party Wall.
- 4.7 Whenever the Party Wall, (excepting an Extension Wall), is rebuilt, any injury caused by construction of such rebuilding shall be made good by the rebuilding party, and any rebuilding shall be of good materials and workmanship and when rebuilt shall remain as the Party Wall and shall be subject to the terms of this Agreement.
- 4.8 Except as otherwise provided herein the Owners shall not alter or change the Party Wall, (excepting an Extension Wall), in any manner, interior decoration excepted.
- 4.9 If any of the Owners is in breach of their covenants to repair, rebuild, maintain or contribute to the costs of the Party Wall, or damage done to any of the parcels by virtue of the exercise of any rights under this Agreement, the other Owners, or any of them, may repair, rebuild, maintain or pay for the Party Wall or other damage as required, and may recover the cost of same from the Owners in breach to the extent that any such Owner is obligated to contribute to the cost, and shall be entitled to file a Builder's Lien against the unit of the Owner in breach. Each of the Owners of the Parcel A Lots and the Parcel B Lots hereby grants an easement

to each of the other Owners of the Parcel A Lots and the Parcel B Lots, and their agents, contractors and employees, for such reasonable access as is required for the other Owners to exercise their rights under this section.

5. EXTENSION WALLS

- 5.1 Each party has the right to enter any of the other immediately adjoining parcels to repair or replace any Extension Wall and the parties, their agents, contractors and employees are hereby granted an easement over each immediately adjoining parcel for such reasonable access as is required to maintain, repaint, refinish, repair or replace or otherwise maintain any Extension Wall.
- 5.2 Where an Extension Wall faces and abuts the property line of an immediately adjoining parcel, the Owner of such immediately adjoining parcel covenants and agrees not to erect, construct or attach any apparatus or device of any nature or kind whatsoever, nor to suffer, permit, or allow any use of any such parcel which will or would be likely to hinder, molest, annoy or otherwise cause nuisance to the Owner of the other parcel or interfere with maintenance of such Extension Wall.

6. UTILITIES

- 6.1 The Owners of each Parcel A Lot and Parcel B Lot, their agents, contractors, and employees, shall have the right to enter onto each other parcel to the extent reasonably required to dig up, inspect, repair, maintain and replace such overhead or underground utilities, including incoming conduit and service wires, junction boxes and meter bases, servicing their own parcel as may be located on the other parcels.
- 6.2 The Owner of each of the Parcel A Lots and the Parcel B Lots shall be responsible for a proportional share of all reasonable costs incurred by the Owner exercising his rights under Article 6.1 for work on utilities which provide service to his parcel, save and except where said inspection, repair, maintenance or replacement is caused by the negligence of any of the Owners, in which case said negligent Owner or Owners, as the case may be, shall be responsible for all costs.
- 6.3 Each of the Owners of the Parcel A Lots and the Parcel B Lots hereby grants an easement to each of the other Owners of the Parcel A Lots and the Parcel B Lots, and their agents, contractors or employees, for such reasonable access as is required for the other Owners to exercise their rights under this section.

7. COVENANTS

- 7.1 Subject to the discretion of the Approving Authority, and any necessary changes to this Agreement, (the necessity of which shall be in the sole discretion of the Approving Authority) the parties agree that no more than one distinct dwelling unit shall be permitted on each Parcel A Lot and on each respective corresponding Parcel B Lot, and the parties shall take such steps as may be necessary to ensure that no additional dwelling units are developed or occupied.

- 7.2 The parties exercising their rights and taking the benefit of the easements herein granted shall expeditiously restore any parcel, where disturbed by any works carried out in furtherance of a party's rights under this Agreement, to the condition that existed prior to the performance of such works. Without limiting the generality of the foregoing, the parties exercising their rights and taking the benefit of the easements herein granted shall not damage any grass, shrubbery, bushes, plants or improvements on the parcel of the party granting the easement and, in the event of any such damage, the party suffering such damage shall be entitled to be compensated therefore.
- 7.3 The rights, privileges, covenants and easements hereby granted shall not be extinguished in the event that title to or ownership of either of the Parcel A Lot or the Parcel B Lot which adjoin each other shall be vested in the same person. Further, and in any event, if any such extinguishment shall occur and title for any such parcel shall thereafter be divested from such common ownership, thereafter the successors in title to any such parcel shall be and remain bound to and in respect of the rights, privileges, covenants and easements hereby granted and entitled to the benefits thereof as rights, privileges and obligations which are created under and by virtue of this Agreement.

8. ASSIGNMENT

- 8.1 The parties hereby agree that prior to the assignment, sale or transfer of all or any portion of any of the Parcel A Lots or the Parcel B Lots, the Owner who is the vendor of the said lot shall cause the assignee, purchaser or transferee to enter into an assumption agreement whereby the assignee, purchaser or transferee covenants and agrees to be bound by, observe, assume, perform and cause to be performed all of the covenants, terms and conditions contained in this Agreement, irrespective of whether such covenants, terms and conditions should have been performed prior to the date of this Agreement. It shall be a condition of such assumption agreement that such assumption agreement be registered against title to each of the Parcel A Lots and the Parcel B Lots.

9. RIGHTS OF MORTGAGEE

- 9.1 Nothing contained in this Agreement shall be construed so as to alter the rights of any mortgagee of any of the Parcel A Lots or the Parcel B Lots to obtain payment of insurance monies in rebuilding, reinstating or repairing all or any part of the dwelling units located on any of the Parcel A Lots or the Parcel B Lots, or, at its option, to have such insurance monies paid to it or paid to it partly in one way and partly in the other or applied in whole or in part of the mortgage debt or any part thereof whether due or not then due.

10. GENERAL

- 10.1 This Agreement is governed by the laws of Alberta.
- 10.2 Any notice, communication or request to be given hereunder shall be in writing by registered mail, postage prepaid, or by personal delivery to such person at the address for such person currently shown on the tax rolls of the City of Calgary provided that if postal service is interrupted by strikes, slowdown or other cause the notice, communication or request shall be personally delivered to ensure prompt receipt.

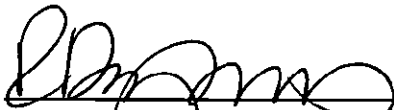
- 10.3 Any provision herein found or made void or unenforceable by any court under law shall not void or render unenforceable the remaining provisions hereof.
- 10.4 Where the context so requires, the singular number shall be read as if the plural were expressed and the masculine or neuter gender as if the masculine, feminine or neuter were expressed.
- 10.5 The recitals set forth above shall form part of this Agreement to the same extent as if repeated herein.
- 10.6 The parties hereto agree to register this Agreement or a Caveat or other encumbrance relating thereto in the Land Titles Office for the South Alberta Land Registration District.
- 10.7 The parties acknowledge and agree that the rights, privileges and easements granted and the restrictive covenants and conditions made herein shall run with and be legally annexed to the Parcel A Lots and the Parcel B Lots, and they shall extend to and enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto respectively.
- 10.8 The use of the Party Wall by the Owners from time to time of the Parcel A Lots and the respective corresponding Parcel B Lots shall be perpetual but no covenant herein shall be personally binding upon a party except in respect of a breach occurring during the period that they are the Owner of any of the Parcel A Lot or the Parcel B Lot, as the case may be.
- 10.9 Each party may, with respect to any breach of the provisions of this Agreement, in addition to any other remedy that may be available at law, apply to a Court of competent jurisdiction to restrain such breach by injunction. No party shall have a duty to enforce the provisions of this Agreement, and no action shall lie against such parties with respect to enforcement of this Agreement. This clause shall be an absolute defence to any such action.
- 10.10 This Agreement shall not be discharged from title of the parcels without the written consent of the City's Subdivision Development Coordinator and no action shall lie against the City 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 City to any such action and may be pleaded as such.
- 10.11 The parties acknowledge that this Agreement contains the entire terms, conditions and warranties and agreed to by the parties respecting the Party Wall, and that there are no terms, conditions, warranties or other Agreements except as stated in this Agreement.
- 10.12 The parties acknowledge and agree that the headings in this Agreement have been inserted for convenience of reference only.

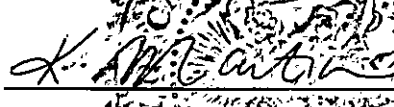
IN WITNESS WHEREOF the parties have executed this agreement under seal as evidenced by the signatures of their properly authorized officers in that behalf, as of the day and year first written above.

APPROVED AS TO CONTENT	INITIALS
Bus. Unit: Real Estate & Development Services Name: <u>Jennifer Thériault</u>	JT
APPROVED AS TO FORM BY LAW, LEGAL SERVICES	INITIALS
Name: <u>Keldraugh Lindsay</u> File: <u>PREKED001022</u>	KL

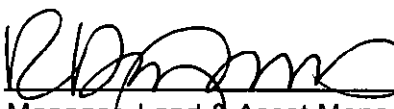
APPROVED AS TO CONTENT	INITIALS
Bus. Unit: Real Estate & Development Services Name: <u>Jennifer Thériault</u>	JT
APPROVED AS TO FORM BY LAW, LEGAL SERVICES	INITIALS
Name: <u>Keldraugh Lindsay</u> File: <u>PREKED001022</u>	KL

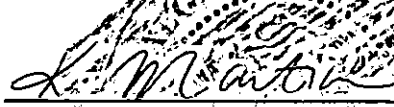
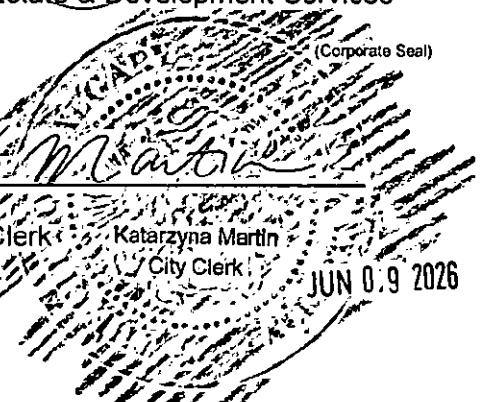
THE CITY OF CALGARY

Per: 
Manager, Land & Asset Management
Real Estate & Development Services

Per: 
Katarzyna Martin
City Clerk
 (Corporate Seal)
JUN 09 2026

THE CITY OF CALGARY

Per: 
Manager, Land & Asset Management
Real Estate & Development Services

Per: 
Katarzyna Martin
City Clerk
 (Corporate Seal)
JUN 09 2026

SCHEDULE "A" TO THE PARTY WALL AGREEMENT

RESPECTING:

COLUMN A	COLUMN B
LOT 18 BLOCK 4	LOT 19 BLOCK 4
LOT 19 BLOCK 4	LOT 20 BLOCK 4
LOT 21 BLOCK 4	LOT 22 BLOCK 4
LOT 22 BLOCK 4	LOT 23 BLOCK 4
LOT 23 BLOCK 4	LOT 24 BLOCK 4
LOT 25 BLOCK 4	LOT 26 BLOCK 4
LOT 26 BLOCK 4	LOT 27 BLOCK 4
LOT 27 BLOCK 4	LOT 28 BLOCK 4
LOT 29 BLOCK 4	LOT 30 BLOCK 4
LOT 30 BLOCK 4	LOT 31 BLOCK 4
LOT 31 BLOCK 4	LOT 32 BLOCK 4
LOT 33 BLOCK 4	LOT 34 BLOCK 4
LOT 34 BLOCK 4	LOT 35 BLOCK 4
LOT 35 BLOCK 4	LOT 36 BLOCK 4
LOT 37 BLOCK 4	LOT 38 BLOCK 4
LOT 38 BLOCK 4	LOT 39 BLOCK 4
LOT 39 BLOCK 4	LOT 40 BLOCK 4
LOT 41 BLOCK 4	LOT 42 BLOCK 4
LOT 42 BLOCK 4	LOT 43 BLOCK 4
LOT 43 BLOCK 4	LOT 44 BLOCK 4

ALL ON PLAN 2611334
EXCEPTING THEREOUT ALL MINES AND MINERALS



261212519

261212519 REGISTERED 2026 07 20
PAWA - PARTY WALL AGREEMENT
DOC 14 OF 18 DRR#: H006PP6 ADR/BLAFOREO