

PARTY WALL AGREEMENT

THIS AGREEMENT made the _____ day of _____, A. D., 2008.

BETWEEN:

CENTRON RESIDENTIAL CORPORATION
A body corporate incorporated pursuant
To the laws of the Province of Alberta
(hereinafter called the “Party of the First Part”)

OF THE FIRST PART

-and-

CENTRON RESIDENTIAL CORPORATION
A body corporate incorporated pursuant
To the laws of the Province of Alberta
(hereinafter called the “Party of the Second Part”)

OF THE SECOND PART

RECITALS:

WHEREAS the Party of the First Part is or is entitled to become the registered owner of the lots situate in the Province of Alberta and more particularly described in Column A of Schedule A attached hereto;

AND WHEREAS the Party of the Second Part is or is entitled to become the registered owner of the lots situate in the Province of Alberta and more particularly described in Column B of Schedule A attached hereto;

AND WHEREAS each lot described in Column A of Schedule A (hereinafter collectively referred to as the “Parcel A Lots” and individually the “Parcel A Lot”) is a lot immediately adjoining each respective corresponding lot set out opposite in the sequence of lots described in Column B of Schedule A (hereinafter collectively referred to as the “Parcel B Lots” and individually as the “Parcel B Lot”);

AND WHEREAS there is or there will be erected on each Parcel A Lot and on the 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 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 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 wall and foundations therefore as a party wall (hereinafter called “the party wall”);

AND WHEREAS the parties hereto wish to create certain rights, encroachments and other rights of owners of each portion of the land respecting the existence of a party wall, structural features and the proximity of separate utility installations;

NOW THEREFORE in consideration of the premises and the sum of ONE DOLLAR (\$1.00) now paid by the Party of the First Part and the Party of the Second Part each to the other (receipt whereof is hereby acknowledged) and the protection of each Parcel A Lot and Parcel B Lot and its respective owners, the Party of the Second Part covenants and agrees with the Party of the First Part as follows:

1. The Party of the First Part, as owner of each of the Parcel A Lots (the servient tenement) does hereby grant unto the owner of each respective corresponding Parcel B Lot (the dominant tenement), its successors-in-title and their respective heirs, successors, administrators and assigns, the rights, privileges, covenants and easements hereinafter described.
2. The Party of the Second Part, as owner of each of the Parcel B Lots (the servient tenement) does hereby grant unto the owner of each respective corresponding Parcel A Lot (the dominant tenement), its successors-in-title and their respective heirs, successors, administrators and assigns, the rights, privileges, covenants and easements hereinafter described.
3. The single centre wall and foundations therefor 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 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 and 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 Lots.
4. Any encroachment by the party wall or the 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 a 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 the dwellings only (which said fire wall or lot wall shall be deemed to be included in the definition of “party wall “ but is sometimes hereinafter referred to as the “extension Wall “) and the foundation and footings therefore and any existing projections such as roof eaves, eavestroughs, gables, overhangs, trims or exterior cladding, shall constitute a perpetual right, privilege and easement insofar as it encroaches on the Dominant and Servient Tenements respectively.
5. The owner of either of the 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 (except an extension wall) in the event of its partial or total destruction, and the cost of repairs and maintenance of the 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 and each owner hereby agrees to so contribute upon request to such cost 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 party wall and shall be constructed in accordance with the minimum standards provided in the building by-law applicable in the municipality or, in the absence of such a by-law, then in accordance with the minimum standards provided by the Alberta Building Code.

6. Prior to the rebuilding of the party wall, (excepting an extension wall) the party who intends to rebuild the party wall shall send to the other party plans and specifications of the party wall to be rebuilt and request the other's written approval thereof. Upon written approval by the other party of the plans and specifications, the party so requesting may proceed with the rebuilding in accordance therewith. Should written approval not be received within seven (7) days after request, then either party may make a submission pursuant the *Arbitration Act* (Alberta), as amended, and there shall be two (2) arbitrators, one named by each party, and they shall proceed pursuant to the Schedule thereof, and the parties shall be bound by the terms of the Act;
7. Whenever the party wall, (excepting an extension wall) is rebuilt, any injury caused by construction of such rebuilding shall be made good, 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. Except as otherwise provided herein the respective owners of the Parcel A Lots and the respective corresponding Parcel B Lots shall not alter or change the party wall, (excepting an extension wall) in any manner, interior decoration only excepted.
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 from time to time except in respect of a breach occurring during the period that the is the owner of the Parcel A Lot or the Parcel B Lot, as the case may be.
9. 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 Parcel B Lot and no part of the estate in fee simple of the Parcel B Lot upon which the party wall is constructed shall become vested in the owner of the Parcel A Lot
10. If either owner is in breach of his covenants to repair, rebuild, maintain or contribute to the cost of the party wall or damage done to adjoining unit by virtue of the exercise of any right under this Agreement, the other owner may repair, rebuild, maintain or pay for the party wall or other damage as required, and may recover the cost of same from the owner in breach to the extent that 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.
11. Each owner shall have the right to encroach on the adjoining parcel to repair or replace any extension wall or projections and the owner thereof, his agents, contractors or employees are hereby granted an easement for such reasonable access

as is required to maintain, repaint, refinish repair or replace or otherwise maintain any extension wall or projection. Where such extension wall faces and abuts the property line of the adjoining parcel, the owner of such adjoining parcel covenants and agrees that he will not erect, construct or attach any apparatus or device of any nature of kind whatsoever, nor will he suffer, permit, or allow any use of his lot which will or would be likely to hinder, molest, annoy or otherwise cause nuisance to the other owner or interfere with maintenance of such extension wall. The party to whom the benefit of the within easement is granted shall not damage any grass, shrubbery, bushes, plants or improvement on the lot of the party granting the easement and, in the event of any damage, the party suffering such damage shall be entitled to be compensated therefore.

12. In the event of the destruction of the building on either a Parcel A Lot or a Parcel B Lot the obligations on the party of the owner thereof to rebuild the party wall shall cease where such owner provides written notice that the destroyed building will not be reconstructed so as to attach to the party wall.
13. The owner of each Parcel A Lot or a Parcel B Lot, its agents, contractors, or employees shall have the right to enter onto the other unit 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 one unit as may be located on the other unit. Where such works are performed the owner performing such work shall expeditiously restore the other lot, where disturbed by such works. The owner of each Parcel A Lot and the respective corresponding Parcel B Lot shall be responsible for a one half share of all reasonable costs incurred by the owner of either the Parcel A Lot or the Parcel B Lot for work on utilities which provide service to both the said lots, save and except where such inspection, repair, maintenance or replacement is caused by the negligence of one owner, in which case the negligent owner shall be responsible for all costs.
14. The parties hereto 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 hereto shall take such steps as may be necessary to ensure that no additional dwelling units are developed or occupied.
15. Any provisions herein found or made void or unenforceable by any court under law shall not void or render unenforceable the remaining provisions hereof.
16. The rights, privileges and easements granted and the restrictive covenants and conditions made herein shall run with and be legally annexed to the land including both the Parcel A Lots and the Parcel B Lots and they shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns as the case may be of the parties hereto respectively.
17. 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 such adjoining parcel shall thereafter be divested from such common ownership, thereafter the successors in title to such lots 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.

18. 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 al or any part of the dwelling units located on the land or at its option to have such insurance monies paid to it or paid to it partly in one way and partly in other or applied in whole or in part of the mortgage debt or any part thereof whether due or not the due.
19. The parties hereto agree to register this Agreement or a Caveat or other encumbrance relating thereto in the Land Titles Office for the North Alberta Land Registration District.

IN WITNESS WHEREOF CENTRON RESIDENTIAL CORPORATION has caused its corporate seal to be affixed, duly attested by the signatures of its proper officers duly authorized in that behalf as of the day and year first written above.

CENTRON RESIDENTIAL CORPORATION

Per: _____
c/s

CENTRON RESIDENTIAL CORPORATION

Per: _____
c/s

SCHEDULE "A" TO THE PARTY WALL AGREEMENT
 DATED THE _____ DAY OF _____, A.D. 2007

RESPECTING:

PLAN _____
 BLOCK 39
 LOTS 1-10

PLAN _____
 BLOCK 37
 LOTS 1-12

EXCEPTING THEREOUT ALL MINES AND MINERALS

An easement over each individual unit shown below in Column A is granted under the annexed Party Wall Agreement in favour of the respective corresponding unit shown in Column B and conversely an easement over each individual unit shown below in Column B is granted under the annexed Party wall Agreement in favour of the respective corresponding unit shown in Column A.

Column A	Column B
PLAN _____ BLOCK 39 LOT 1	PLAN _____ BLOCK 39 LOT 2
PLAN _____ BLOCK 39 LOT 2	PLAN _____ BLOCK 39 LOT 3
PLAN _____ BLOCK 39 LOT 3	PLAN _____ BLOCK 39 LOT 4
PLAN _____ BLOCK 39 LOT 4	PLAN _____ BLOCK 39 LOT 5
PLAN _____ BLOCK 39 LOT 5	PLAN _____ BLOCK 39 LOT 6
PLAN _____ BLOCK 39 LOT 6	PLAN _____ BLOCK 39 LOT 7
PLAN _____ BLOCK 39 LOT 7	PLAN _____ BLOCK 39 LOT 8
PLAN _____ BLOCK 39 LOT 8	PLAN _____ BLOCK 39 LOT 9

PLAN _____ BLOCK 39 LOT 9	PLAN _____ BLOCK 39 LOT 10
PLAN _____ BLOCK 37 LOT 1	PLAN _____ BLOCK 37 LOT 2
PLAN _____ BLOCK 37 LOT 2	PLAN _____ BLOCK 37 LOT 3
PLAN _____ BLOCK 37 LOT 3	PLAN _____ BLOCK 37 LOT 4
PLAN _____ BLOCK 37 LOT 4	PLAN _____ BLOCK 37 LOT 5
PLAN _____ BLOCK 37 LOT 5	PLAN _____ BLOCK 37 LOT 6
PLAN _____ BLOCK 37 LOT 6	PLAN _____ BLOCK 37 LOT 7
PLAN _____ BLOCK 37 LOT 7	PLAN _____ BLOCK 37 LOT 8
PLAN _____ BLOCK 37 LOT 8	PLAN _____ BLOCK 37 LOT 9
PLAN _____ BLOCK 37 LOT 9	PLAN _____ BLOCK 37 LOT 10
PLAN _____ BLOCK 37 LOT 10	PLAN _____ BLOCK 37 LOT 11
PLAN _____ BLOCK 37 LOT 11	PLAN _____ BLOCK 37 LOT 12

FORM 31

LAND TITLES ACT (Alberta)
AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

I, _____, of Calgary, in the Province of Alberta, make oath and say:

1. I was personally present and did see _____ who is known to me to be the person named in the within instrument, duly sign the instrument.
2. The instrument was signed at the City of Calgary, in the Province of Alberta, and that I am the subscribing witness thereto.
3. I believe the person whose signature I witnessed is at least eighteen (18) years.

SWORN BEFORE ME in Calgary, in the)
 Province of Alberta this ____ day of)
 _____, 2007.)

_____)
 A Commissioner of Oaths in and for the)
 Province of Alberta)

FORM 31.1
LAND TITLES ACT (Alberta)
AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, _____, of Calgary, in the Province of Alberta, make oath and say:

1. I am an officer of Centron Residential Corp. named in the within instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN BEFORE ME in Calgary, in the)
 Province of Alberta this ____ day of)
 _____, 2007.)

_____)
 A Commissioner for Oaths in and for the)
 Province of Alberta)
