

CAVEAT

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE THAT **CRYSTAL LANDING CORP.** of the City of Edmonton, in the Province of Alberta, claims for itself and annexes to and to run with the Lands the benefits, burdens, rights and restrictions as set forth in the Party Wall Agreement attached hereto (which forms part hereof) respecting, inter alia, the use and the development of and to the lands described in the Land Schedule annexed hereto and marked as Schedule "A" to the Party Wall Agreement, being lands standing in the register in the name of **CRYSTAL LANDING CORP.**

**CRYSTAL LANDING CORP.** forbids the registrations of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to our claim.

WE APPOINT Suite 11504 – 170 Street, Edmonton, Alberta T5S 1J7, as the place at which notices and proceedings relating hereto may be served.

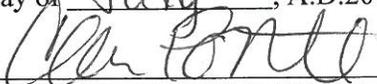
DATED this 10 day of July, 2014.

  
\_\_\_\_\_  
ROSS YAREMKO  
Agent for the Caveator

CANADA ) I, ROSS YAREMKO  
PROVINCE OF ALBERTA ) OF THE CITY OF EDMONTON, IN  
TO WIT: ) THE PROVINCE OF ALBERTA,

MAKE OATH AND SAY AS FOLLOWS:

1. I Am agent for the above-named Caveator.
2. I believe that the said Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN BEFORE me at the City of )  
Edmonton, in the Province of Alberta, this )  
10 day of July, A.D.2014. )  
 )  
\_\_\_\_\_)  
A COMMISSIONER FOR OATHS IN AND )  
FOR THE PROVINCE OF ALBERTA )

  
\_\_\_\_\_  
ROSS YAREMKO

**PARTY WALL AGREEMENT**  
(Plan No. \_\_\_\_\_)

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**RECITALS**

1. Crystal Landing Corp. ("Crystal Landing") is the registered owner of those lots located in Grande Prairie, Alberta and legally described in Schedule "A" attached hereto.
2. Lot "A" and Lot "B" each of which are hereinafter defined, are lots immediately adjoining each other and are sometimes referred to as a "lot" or "lots" as the case may be.
3. There is or will be erected on each of Lot "A" and "B" a dwelling having as to Lot "A" a wall on and adjoining the common boundary line existing between Lot "A" and Lot "B" and having as to Lot "B" a wall on and adjoining the common boundary line existing between Lot "A" and Lot "B".
4. The wall or walls erected or to be erected on Lot "A" and on Lot "B" form, for the purposes hereof, a single wall on both sides of the common boundary line existing between Lot "A" and Lot "B".
5. The wall or walls and the foundations therefore are to be used as a party wall (hereinafter called the "Party Wall").
6. Sections 68 and 71 of the Land Titles Act, Alberta provide that an owner may grant to itself an easement and may enter into a party wall agreement with itself for the benefit of land which it owns and such easement and party wall agreement by be registered against the title to such lands.

**THIS AGREEMENT WITNESSES THAT:**

1. In this Agreement:
  - (a) The following "A" and "B" Lots are adjoined by a common Party Wall:
 

Lot 45A and Lot 45B  
Lot 46A and Lot 46B  
Lot 47A and Lot 47B  
Lot 48A and Lot 48B  
Lot 49A and Lot 49B  
Lot 50A and Lot 50B  
Lot 51A and Lot 51B  
Lot 52A and Lot 52B

Lot 8A and Lot 8B  
Lot 9A and Lot 9B  
Lot 10A and Lot 10B
2. The registered owner of Lot "B" (which for the purposes of this Agreement is sometimes called the "Servient Tenement") does hereby grant unto the owner of Lot "A" (which for the purposes of this Agreement is sometimes called the "Dominant Tenement") the rights, privileges, covenants and easements hereafter described.

3. The registered owner of Lot "A" (which for the purposes of this Agreement is sometimes called the "Servient Tenement") does hereby grant unto the owner of Lot "B" (which for the purposes of this Agreement is sometimes called the "Dominant Tenement") the rights, privileges, covenants and easements hereinafter described.
4. The Party Wall located or to be located both above and below ground level on and adjoining the common boundary existing between Lot "A" and Lot "B" is and is hereby declared to be a party wall between the dwelling erected or to be erected on Lot "A" and the dwelling erected or to be erected on Lot "B" and shall be used and maintained as a party wall. The middle line of the Party Wall is or will be on the dividing line between Lot "A" and Lot "B", and shall coincide with the common boundary existing between Lot "A" and Lot "B".
5. Any encroachment by the Party Wall or the fire wall or lot wall located on, near or adjoining the common boundary between Lot "A" and Lot "B" and the foundation and footings therefore and any projections (such as, without limitation, roof, roof eaves, eavetroughs, gables, overhangs, trims, deck posts and footing and exterior cladding) existing after initial construction by Crystal Landing of a dwelling on a Dominant Tenement or Servient Tenement (collectively the "Encroachments") shall constitute perpetual right, privilege and easement insofar as the encroach on the Dominant Tenement and Servient Tenement respectively.
6. Each owner of the lot which is the Dominant Tenement, its agents, contractors or employees shall have access to and the right to encroach on the adjoining lot, which is the Servient Tenement, and any dwelling thereon, to the extent reasonably required for the purpose of constructing, maintaining, repairing, repainting, refinishing and rebuilding the Party Wall, the utilities thereon or thereunder and the Encroachments. The owner of the affected Dominant Tenement whose Encroachments are permitted pursuant to the right, privilege and easement set forth in clause 5 hereof, shall indemnify and save harmless the owner of the affected Servient Tenement for and from any loss, cost or expense due to damage or injury caused by the owner of the Dominant Tenement in maintaining, repairing, rebuilding or replacing such Encroachments.
7. Each owner of the lot which is the Dominant Tenement, its agents, contractors or employees shall have the right to break through the Party Wall and to dig up the lot which is the Servient Tenement for the purposes of repairing or restoring sewage and water lines and other utilities, subject to the obligation to restore the Party Wall and the lot which is the Servient Tenement to its previous condition, at the owner of the lot which is the Dominant Tenement's own expense and the payment to the owner of the lot which is the Servient Tenement, of any damages caused thereby.
8. If the Party Wall requires rebuilding:
  - (a) The owner of either Lot A or Lot B, its agents, contractors or employees may rebuild the whole or any portion of the Party 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 partial or total destruction, (except in the case of negligence or intentional act by one of the owners or his or her agents, employees, invitees or Tenants) shall be borne equally by the owners from time to time of Lots "A" and Lots "B" and each owner hereby agrees to so contribute upon request to such cost PROVIDED THAT whenever the Party Wall or any portion hereof is rebuilt it shall be erected on the place where it no stands (or will stand after construction of the dwelling by Crystal Landing) 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

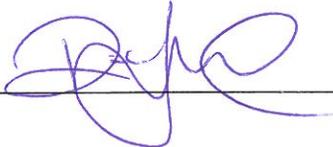
minimum standards provided in the building by-law applicable in the municipality or, in the absence of such a by-law, then in accordance with the minimum standards provided by applicable Alberta legislation.

- (b) Prior to the rebuilding of the Party Wall, the party who intends to rebuild the Party Wall shall send to the owner of the lot sharing the Party Wall plans and specifications of the Party Wall to be rebuilt and request such owner's written approval thereof. Upon written approval by such owner 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 for approval pursuant to the Arbitration Act (Alberta) as amended, or any successor legislation and there shall be one (1) arbitrator.
  - (c) Whenever the Party Wall is rebuilt, any damage caused by construction of such rebuilding shall be made good, and when rebuilt shall remain as the Party Wall and shall be subject to the terms of this Agreement.
  - (d) Except as otherwise provided herein the owners of Lots "A" and "B" shall not alter or change the Party Wall in any manner, interior decoration only excepted.
9. The use of the Party Wall by the owners from time to time of Lots "A" and "B" shall 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 he is the owner of Lot "A" or Lot "B", as the case may be.
  10. No part of the estate in fee simple of Lot "A" upon which the Party Wall is constructed shall become vested in the owner of Lot "B" and no part of the estate in fee simple of Lot "B" on which the Party Wall is constructed shall become vested in the owner of Lot "A".
  11. If an owner of Lot A or Lot B is in breach of his or her covenants to indemnify, save harmless, repair, rebuild, maintain or contribute to the cost of the Party Wall or damage done to an adjoining lot or dwelling 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 of the indemnity or save harmless obligation or that such owner is obligated to contribute to the cost, and shall be entitled to file a lien (including, if applicable a builders' lien) against the title to the lot of the owner in breach.
  12. Any provisions herein found or made void or unenforceable by any court under law shall not void or render unenforceable the remaining provisions hereof.
  13. 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 Lot "A" and Lot "B" and they shall extend to and enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns as the case may be of the parties hereto.
  14. The rights, privileges, covenants and easements hereby granted shall not be extinguished in the event that title to or ownership of Lot A or Lot B shall be vested in the same person. Further and in any event, if any such extinguishment shall occur and title for such Lot A and Lot B 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 right, privileges, covenants and easements hereby granted and entitled to the benefits therefore as rights, privileges and obligations which are created under and by virtue of this Agreement.

- 15. Nothing contained in this Agreement shall be construed so as to alter the rights of any mortgagee of a Lot to obtain payment of insurance monies in rebuilding, reinstating or replacing all or any part of the dwelling located on such Lot or at its option to have such insurance monies paid to it or paid to it partly in one way and partly in another or applied in whole or in part of the mortgage debt or any part here or whether due or not then due.
- 16. This Agreement applies with respect to the garages constructed or to be constructed on Lots A and Lots B which share a wall on the common boundary existing between Lot "A" and Lot "B", provided that wherever the word "dwelling" in the other sections of this document appears, such word, for the purposes of this paragraph, shall be deleted and the word "garage" shall be inserted in its place.
- 17. The Recitals and Schedule "A" hereto constitute part of this Agreement.
- 18. Crystal Landing shall 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 Crystal Landing Corp. has caused its corporate seal to be affixed, duly attested by signatures of its proper officers duly authorized in that behalf as of the day and year first written above.

CRYSTAL LANDING CORP.

Per:  \_\_\_\_\_

Per: \_\_\_\_\_

SCHEDULE "A" of PARTY WALL AGREEMENT  
DATED AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

Lots "A"  
All in Block 5, Plan \_\_\_\_\_

- Lot 45A
- Lot 46A
- Lot 47A
- Lot 48A
- Lot 49A
- Lot 50A
- Lot 51A
- Lot 52A

Lots "B"  
All in Block 5, Plan \_\_\_\_\_

- Lot 45B
- Lot 46B
- Lot 47B
- Lot 48B
- Lot 49B
- Lot 50B
- Lot 51B
- Lot 52B

Lots "A"  
All in Block 13, Plan \_\_\_\_\_

- Lot 8A
- Lot 9A
- Lot 10A

Lots "B"  
All in Block 13, Plan \_\_\_\_\_

- Lot 8B
- Lot 9B
- Lot 10B