

Schedule "C"  
Party Wall Agreement

PART 2 -TERMS OF INSTRUMENT

RECIPROCAL PARTY WALL AND EASEMENT AGREEMENT  
SECTION 219 COVENANT IN SUPPORT

THIS AGREEMENT dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2025.

BETWEEN:

\_\_\_\_\_

(the "Strata Lot A Owner")

AND:

\_\_\_\_\_

(the "Strata Lot B Owner")

AND:

REVELSTOKE MOUNTAIN RESORT INC.

("RMR")

WHEREAS:

- A. The Strata Lot A Owner is the registered owner in fee simple of that parcel of land located in the City of Revelstoke, Province of British Columbia and legally described as:

\_\_\_\_\_

("Strata Lot A");

- B. The Strata Lot B Owner is the registered owner in fee simple of that adjoining parcel of land located in the City of Revelstoke, Province of British Columbia and legally described as:

PID:

\_\_\_\_\_

(Strata Lot A and Strata Lot B are collectively called the "Lots");

- C. The Strata Lot A Owner and the Strata Lot B Owner are together called the "Owners";
- D. There is or will be constructed on each of Strata Lot A and Strata Lot B a residential home as part of the development of lands;
- E. The buildings on Strata Lot A and Strata Lot B will be attached to each other by a wall along the boundary between Strata Lot A and Strata Lot B (the "Party Wall");

- F. The buildings on Strata Lot A and Strata Lot B will be covered by one contiguous roof covering the two buildings (the "Roof");
- G. Footings will exist on Strata Lot A and Strata Lot B to support the Party Wall (the "Footings");
- H. The Party Wall and Roof extend or will extend onto both Strata Lot A and Strata Lot B;
- I. The Strata Lot A Owner and the Strata Lot B Owner wish to grant an easement for:
  - (i) the Party Wall (the "Party Wall Easement");
  - (ii) the Footings for the Party Wall (the "Footings Easement"); and
  - (iii) the Roof (the "Roof Easement");(all collectively the "Easements");
- J. Section 223.1 and 223.2 of the Land Title Act, R.S.B.C. 1996, c.250, as amended, permits the registration of a party wall agreement containing positive covenants which covenants are binding on successors in title to the lands charged by the party wall agreement;
- K. Section 219 of the Land Title Act, R.S.B.C. 1996, c.250, as amended, permits the registration of a covenant of a negative or positive nature in favour of RMR, in respect of the use of land or buildings, the building on land, or the subdivision of land;
- L. The Owners wish to grant RMR a section 219 covenant to restrict the use of Strata Lot A and Strata Lot B should the Owners, or either of them, fail to comply with the terms of this Agreement.
- M. RMR has been designated under section 219(3)(c) of the *Land Title Act*, evidence of which designation has been filed in the Kamloops / Nelson Land Title Office under instrument number LB090393;
- N. The Owners attest that the Lands encumbered by this Agreement do not lie within an Agricultural Land Reserve.

NOW THEREFORE in consideration of the premises and promises contained in this Agreement (the receipt and sufficiency of which are acknowledged by the Owners), the parties covenant and agree as follows:

#### **Joint Use**

1. The Owners agree the Party Wall is common between Strata Lot A and Strata Lot B and that the Roof is a contiguous roof, and that the Owners shall have a right to use the Party Wall and Roof jointly. The Owners, by this Agreement, give each other permission for the Party Wall and Roof to encroach on a portion of the other's property.

#### **Grant of Easement by Lot A to Lot B**

2. The Strata Lot A Owner hereby grants to the Strata Lot B Owner in perpetuity, the non-exclusive, full, free and uninterrupted right and liberty, by night and day, the right and easement to:

- (a) use the Party Wall as an interior wall for the Strata Lot B building;
- (b) use the Footings on Strata Lot A as support for the Party Wall on Strata Lot B; and
- (c) use the Roof covering the Strata Lot A and Strata Lot B buildings.

#### **Grant of Easement by Lot B to Lot A**

3. The Strata Lot B Owner hereby grants to the Strata Lot A Owner in perpetuity, the non-exclusive, full, free and uninterrupted right and liberty, by night and day, the right and easement to:
- (a) use the Party Wall as an interior wall for the Strata Lot A building;
  - (b) use the Footings on Strata Lot B as support for the Party Wall on Strata Lot A; and
  - (c) use the Roof covering the Strata Lot A and Strata Lot B buildings.

#### **Entry for Repair**

4. The Strata Lot A Owner and its contractors and agents shall have the right to enter into and onto Strata Lot B at reasonable times for the purpose of testing, inspecting, maintaining, repairing, and rebuilding the Party Wall, including Footings, or Roof, and as otherwise necessary under this Agreement, while using due care to protect the property of the Strata Lot B Owner.
5. The Strata Lot B Owner and its contractors and agents shall have the right to enter into and onto Strata Lot A at reasonable times for the purpose of testing, inspecting, maintaining, repairing, and rebuilding the Party Wall, including the Footings, or Roof, and as otherwise necessary under this Agreement, while using due care to protect the property of the Strata Lot A Owner.

#### **Duration of Easements**

6. The Easements shall continue for so long as the buildings on Strata Lot A and Strata Lot B are in existence. For certainty, none of the Easements may be cancelled or terminated for any breach or default under this Agreement. Further, each of the Strata Lot A Owner and the Strata Lot B Owner covenant and agree that they shall not apply to the court under the Property Law Act of British Columbia or any other statute for cancellation or termination of the Easements.

#### **Preservation of Party Wall**

7. Neither the Strata Lot A Owner nor the Strata Lot B Owner may damage, destroy, cause excessive vibrations to, make openings into, bore into, or otherwise undermine the structural integrity of the Party Wall. For greater certainty, neither the Strata Lot A Owner nor the Strata Lot B Owner may attach or join any beams or structural wall or partition to the Party Wall after the original construction of the buildings.
8. Neither the Strata Lot A Owner nor the Strata Lot B Owner may remove, extend, or alter the Party Wall unless done in conjunction with repairs, maintenance or rebuilding of the Party Wall.

9. The Strata Lot A Owner and the Strata Lot B Owner may attach drywall, gypsum, wood paneling, or other common and ordinary interior covering to the Party Wall on their own properties. The Strata Lot A Owner and the Strata Lot B Owner may hang pictures, mirrors and ordinary adornments on the Party Wall on their own properties.

#### **Repairs and Rebuilding of the Party Wall**

10. The Strata Lot A Owner and the Strata Lot B Owner shall maintain and keep the Party Wall, including where necessary the Footings, in good repair and in compliance with all applicable laws, and at a cost to be equally shared by them.
11. If it becomes necessary or desirable to repair or rebuild the whole or any part of the Party Wall or Footings, the Strata Lot A Owner and the Strata Lot B Owner shall share the cost of such repair equally.
12. Any repair or rebuilding of the Party Wall or Footings shall be in the same location and of the same size as the original Party Wall and Footings and of the same material and of the same quality as the original, unless both the Strata Lot A Owner and the Strata Lot B Owner agree.

#### **Preservation of Roof**

13. The Owners may not remove, extend, or alter the Roof unless done in conjunction with repairs, maintenance or rebuilding of the Roof.

#### **Repairs and Rebuilding of the Roof**

14. The Owners shall maintain and keep the Roof in good repair and in compliance with all applicable laws, and at a cost to be equally shared by them.
15. If it becomes necessary or desirable to repair or rebuild the whole or any part of the Roof, the Owners will share the cost of such repair equally.
16. Any repair or rebuilding of the Roof shall be in the same as the original Roof and of the same material and of the same quality as the original Roof, unless the Owners otherwise agree.

#### **Maintenance and Repairs of Exterior Finishing**

17. The Strata Lot A Owner and the Strata Lot B Owner shall maintain and keep up the exterior of the buildings on the Lots to the same standard, design, finish and colors with a view to maintaining a consistency of quality and appearance between the buildings on Lots.

#### **Dispute Resolution**

18. In the event that only one of the Owners considers that repair or rebuilding either the Party Wall, Footings or Roof or part thereof, is necessary and the other does not agree, the Owners shall cause testing or inspection to be undertaken by an independent qualified structural engineer or other appropriate professional and the costs of that work shall be borne equally by the Owners.

19. If the test or inspection referred to in Clause 18 recommends that all or part of the Party Wall, Footings or Roof be repaired or rebuilt, the Owners shall cause the Party Wall, Footings or Roof to be repaired or rebuilt as recommended and the costs of that work shall be borne equally by the Owners.
20. In the event that the Owners cannot agree on which professional shall undertake the testing or inspection or they cannot agree on some other matter under this Agreement, the Owners shall each name a disinterested person with experience in arbitration, mediation or dispute resolution and those two persons shall then name a third person with such experience, and the matter in dispute will be decided by a majority of that group of three, with the costs of this process to be borne by the Owners in equal portions.

### **Indemnities**

21. The Strata Lot A Owner agrees to indemnify and save harmless the Strata Lot B Owner, its directors, officers, employees, servants, agents, contractors, tenants, licensees, and invitees against any and all actions, lawsuits, claims, demands, expenses, costs, and other harm of any kind or nature, whether related to death, bodily injury, property loss, property damage or economic loss, which is due to or arises from any breach or default by the Strata Lot A Owner under this Agreement or any wrongful act, omission, or negligence of the Strata Lot A Owner or those for whom it is responsible in law.
22. The Strata Lot B Owner agrees to indemnify and save harmless the Strata Lot A Owner, its directors, officers, employees, servants, agents, contractors, tenants, licensees, and invitees against any and all actions, lawsuits, claims, demands, expenses, costs, and other harm of any kind or nature, whether related to death, bodily injury, property loss, property damage or economic loss, which is due to or arises from any breach or default by the Strata Lot B Owner under this Agreement or any wrongful act, omission, or negligence of the Strata Lot B Owner or those for whom it is responsible in law.

### **Insurance**

23. The Owners shall take out and keep in force at all times a policy of liability insurance in an amount of no less than \$3,000,000 per occurrence protecting against potential losses relating to the Party Wall, Footings, Roof and this Agreement.

### **No Transfer of Fee Simple**

24. Nothing in this Agreement shall operate to convey to any of the Owners the fee simple to any part of the property owned by the others, the creation of rights in and obligations with respect to the Party Wall, the Footings, and Roof being the sole purpose of this Agreement.

### **Section 219 Covenant- Lot A**

25. The Strata Lot A Owner covenants and agrees with RMR, pursuant to Section 219 of the Land Title Act, that the Strata Lot A Owner shall at all times agree to be bound by the terms of the Easements and agreements granted herein, and that Strata Lot A shall not be occupied or used in the event the Strata Lot A Owner does not comply with the terms of this Agreement.

## **Section 219 Covenant- Lot B**

26. The Strata Lot B Owner covenants and agrees with RMR, pursuant to Section 219 of the Land Title Act, that the Strata Lot B Owner shall at all times agree to be bound by the terms of the Easements and agreements granted herein, and that Strata Lot B shall not be occupied or used in the event the Strata Lot B Owner does not comply with the terms of this Agreement.
27. The covenants granted by the Owners in Clause 25 and Clause 26 are together called the "Covenants".

### **No Covenant or Easement Discharge**

28. The Easements and the Covenants may not be terminated without the express approval of RMR. Under no circumstances whatsoever shall the Easements be suspended, interrupted or terminated by reason of any breach, default, trespass or other wrong, whether by commission or omission, on the part of the Owners or any person claiming through or under the Owners, and the parties shall refrain from seeking any judgment, order or declaration to that effect. Nothing in this paragraph shall prevent any party from applying to enjoin or restrain any wrongful action or seeking damages therefor.

### **No Guarantee**

29. By accepting the Covenants, RMR is not giving the Owners any guarantee or assurance about the Party Wall or the lawfulness or enforceability of the Easements.

### **No Obligations on RMR**

30. The rights given to RMR by the Covenants are permissive only and nothing in the Covenants:
- (a) imposes any duty of care or other legal duty of any kind on RMR to the Owners or to anyone else;
  - (b) obliges RMR to enforce the Covenants, which is a policy matter within the sole discretion of RMR; or
  - (c) obliges RMR to perform any act, or to incur any expense for any of the purposes set out in the Covenants.

For certainty, the Owners acknowledge and agree that RMR will not be responsible to arbitrate or resolve disputes between the Owners regarding the Party Wall or matters addressed in this Agreement.

### **No Effect on Laws or Powers**

31. The Covenants do not:
- (a) affect or limit the discretion, rights or powers of RMR under any enactment or at common law, including in relation to the use of the Lots;
  - (b) affect or limit any law or enactment relating to the use of the Lots; or
  - (c) relieve the Owners from complying with any law or enactment, including in relation to the use of the Lots.

## **RMR Indemnity**

32. The Owners covenant and agree with RMR to release, indemnify and save harmless RMR and its elected and appointed officials, officers, employees and agents, from and against any and all actions, causes of action, liabilities, demands, losses, damages, costs, expenses (including legal fees and disbursements), fines and penalties, whether brought by the Strata Lot A Owner or the Strata Lot B Owner or by any other person, by reason of a breach of any covenant or agreement of the Covenants or in relation to the Covenants.

## **Interpretation**

33. Reference in this Agreement to the singular includes a reference to the plural, and reference to the plural includes a reference to the singular, unless the context requires otherwise.

## **Easements and Covenants Run With The Land**

34. Every obligation and covenant of the Owners in the Covenants constitute both a contractual obligation and a covenant granted under section 219 of the Land Title Act in respect of the respective Lots. The Covenants and the Easements burden the Lots and run with the Lots and bind the successors in title to the Lots. For certainty, unless the context expressly requires otherwise, the term "Strata Lot A Owner", "Strata Lot B Owner", and "Owners" refers to the current and each future owner of Strata Lot A and Strata Lot B respectively. The Covenants and the Easements burden and charge all of Strata Lot A and Strata Lot B, respectively, and any parcel into which they may be subdivided by any means and any parcel into which they may be consolidated.

## **Registration**

35. The Owners agree to do everything necessary, at the Owners' expense, to ensure that the Covenants and the Easements are registered against title to Strata Lot A and Strata Lot B with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending.

## **Waiver**

36. An alleged waiver of any breach of the Covenants or the Easements is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of the Covenants or the Easements does not operate as a waiver of any other breach of the Covenants or the Easements.

## **Severance**

37. If any part of the Covenants or the Easements is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of the Covenants and the Easements and the rest of the Covenants and Easements remains in force unaffected by that holding or by the severance of that part.

**No Other Agreements**

38. The Covenants and the Easements are the entire agreement between the parties regarding its subject.

**Enurement**

39. The Covenants and Easements bind the parties to them and their respective successors, heirs, executors and administrators.

**Further Acts**

40. The Owners must do everything reasonably necessary to give effect to the intent of the Covenants and the Easements, including execution of further instruments.

**Deed and Contract**

41. By executing and delivering the Covenants and the Easements, each of the parties intend to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Agreement.