

# PARTY WALL AGREEMENT

THIS AGREEMENT MADE this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

## BETWEEN:

[NAME OF OWNER OF PARCEL A]  
of \_\_\_\_\_  
(hereinafter called the "First Party")

OF THE FIRST PART

- and -

[NAME OF OWNER OF PARCEL B]  
of \_\_\_\_\_  
(hereinafter called the "Second Party")

OF THE SECOND PART

## WHEREAS:

- A. The First Party is the owner of the property located at \_\_\_\_\_ *[insert full address of property]* and legally described as:  
  
[set out the legal description of Parcel A]  
(hereinafter referred to as Parcel "A")
- B. The Second Party is the owner of the property located at \_\_\_\_\_ *[insert full address of property]* and legally described as:  
  
[set out the legal description of Parcel B]  
(hereinafter referred to as Parcel "B")  
  
(Parcel "A" and Parcel "B" hereafter sometimes collectively referred herein as "the Land or the Parcels").
- C. Parcel "A" and Parcel "B" are parcels immediately adjoining each other;
- D. There is erected on Parcel "A" and on Parcel "B" a building having as to Parcel "A" a wall on and adjoining the common boundary line existing between Parcel "A" and Parcel "B" and having as to Parcel "B" a wall on and adjoining the common boundary line existing between Parcel "A" and Parcel "B";
- E. The wall erected on Parcel "A" and on Parcel "B" form a single centre wall on both sides of the common boundary line existing between Parcel "A" and Parcel "B";
- E. The parties hereto have agreed to use of the said centre and foundations therefor as a party wall (hereinafter called "the party wall");
- F. The City of \_\_\_\_\_, being a municipal corporation existing under the laws of the Province of \_\_\_\_\_ (hereinafter referred to as "the City") 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 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 First Party and the Second Party each to the other (receipt whereof is hereby acknowledged) and the protection of each Parcel and its respective owners the First Party covenants and agrees with the Second Party covenants with the First Party as follows:

1. The First Party, as owner of Parcel "A" (the dominant tenement) does hereby grant unto the owners of Parcel "B" (the servient tenement), his heirs, executors, successors and assigns, the rights, privileges, covenants and easements hereinafter described.
2. The Second Party, as owner of Parcel "B" (the servient tenement) does hereby grant unto the owner of Parcel "A" (the dominant tenement), his heirs, executors, successors and assigns, the rights, privileges, covenants and easements hereinafter described.
3. The single centre wall and foundations therefore located both above and below ground level on and adjoining the common boundary existing between Parcel "A" and Parcel "B" is and is hereby declared to be a party wall between the building erected on Parcel "A" and the building erected on Parcel "B" and shall be used and maintained as a party wall and owned jointly by the owners of the Parcels upon which such party wall has been constructed. The middle line of the party wall is on the dividing line between Parcel "A" and Parcel "B" and shall coincide with the common boundary existing between Parcel "A" and Parcel "B".

**THIS IS A 4-PAGE FORM.**