

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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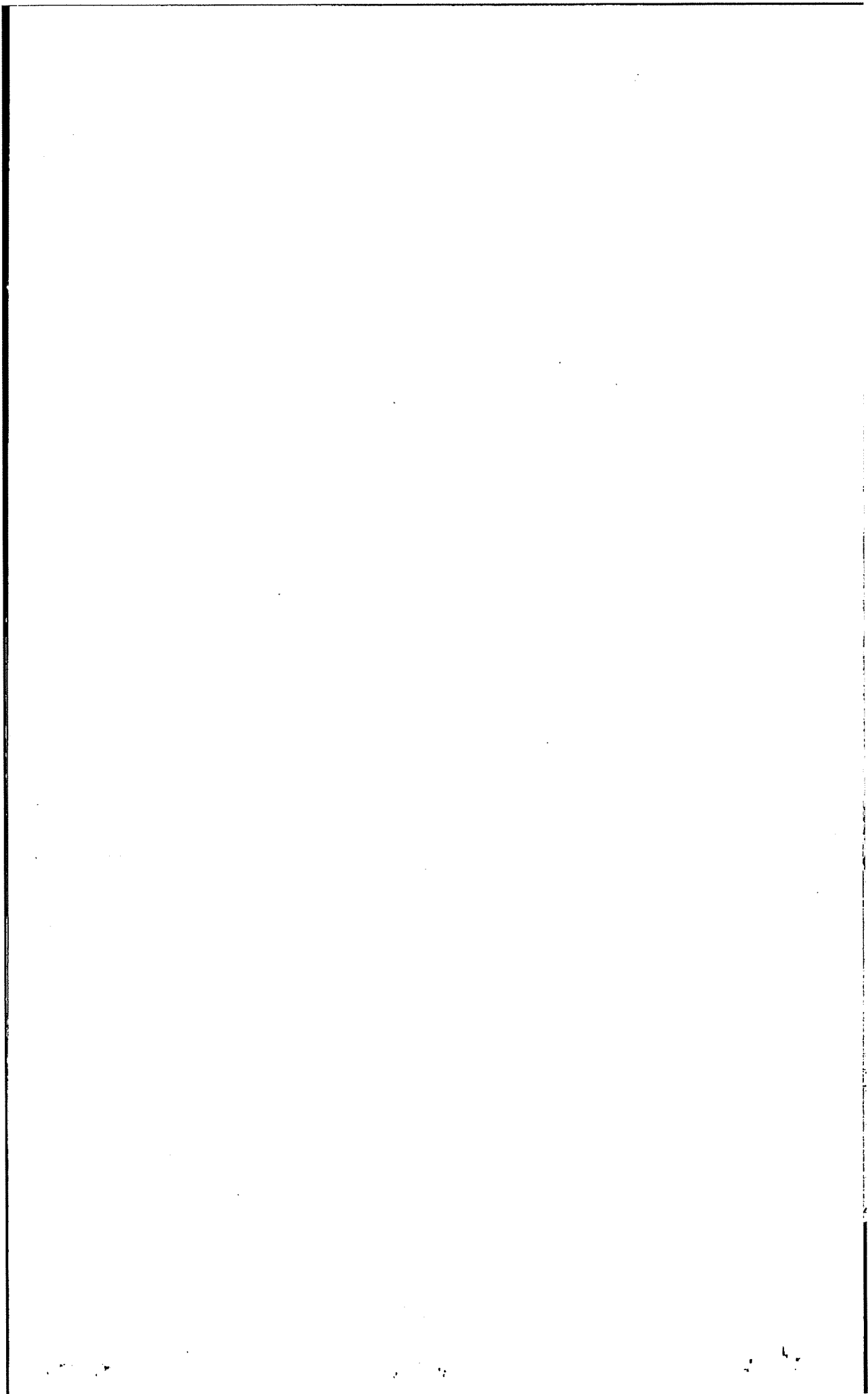
CAVEAT FORBIDDING REGISTRATION

TO THE REGISTRAR

SOUTH ALBERTA LAND REGISTRATION DISTRICT,
CALGARY, ALBERTA.

TAKE NOTICE THAT CANADIAN PACIFIC RAILWAY COMPANY claims
an interest in:

1. All of Lots One (1) to Nineteen (19) inclusive in Block One (1) and all of Lots One (1) to Nineteen (19) inclusive in Block Two (2) according to a Plan of part of the city of Calgary in the Province of Alberta of record in the Land Titles Office for the South Alberta Land Registration District as Richmond Park, Calgary, Plan 8598 G.F., Reserving unto Canadian Pacific Railway Company all mines and minerals, and standing in the Register in the name of Canadian Pacific Railway Company (Certificate of Title 84-V-166).
2. All of Lots One (1) to Nineteen (19) inclusive in Block Three (3) and all of Lots One (1) to Thirty-one (31) inclusive in Block Seven (7) according to a Plan of part of the city of Calgary in the Province of Alberta of record in the Land Titles Office for the South Alberta Land Registration District as Richmond Park, Calgary, Plan 8598 G.F., Reserving unto Canadian Pacific Railway Company all mines and minerals, excepting out of Lot Seventeen (17) Block Seven (7) 0.029 acres, and out of Lot Eighteen (18) Block Seven (7) 0.029 acres, ex. M.&H. for a roadway under Plan 4223 H.Z. standing in the register in the name of the Canadian Pacific Railway Company (Certificate of Title 84-V-167).
3. All of Lots One (1) to Twenty-two (22) inclusive in Block Four (4); all of Lots One (1) to Fifteen (15) inclusive in Block Five (5) and all of Lots One (1) to Five (5) inclusive in Block Six (6) according to a Plan of part of the city of Calgary in the Province of Alberta of record in the Land Titles Office for the South Alberta Land Registration District as Richmond Park, Calgary, Plan 8598 G.F., Reserving unto Canadian Pacific Railway Company all mines and minerals, and excepting out of Lot Ten (10) Block Four (4) 0.029 acres and out of Lot Eleven (11) Block Four (4) 0.029 acres, and out of Lot Seven (7) Block Five (5) 0.029 acres, and out of Lot Eight (8) Block Five (5) 0.029 acres, all excepting mines and minerals for roadway under Plan 4223 H.Z. standing in the register in the name of the Canadian Pacific Railway Company (Certificate of Title 84-V-168)
4. Lots One (1) to Twenty-three (23) inclusive in Block Eight (8) according to a Plan of part of the city of Calgary in the Province of Alberta, of record in the Land Titles Office for the South Alberta Land Registration District as Richmond Park, Calgary, Plan



8598 G.F., Reserving unto Canadian Pacific Railway Company all mines and minerals, and excepting out of Lot Thirteen (13) Block Eight (8) 0.029 acres, and out of Lot Fourteen (14) Block Eight (8) 0.029 acres, excepting mines and minerals for roadway under Plan 4223 H.Z. standing in the register in the name of the Canadian Pacific Railway Company.

under and by virtue of an Agreement made between the Canadian Pacific Railway Company and Albert Stewart Currie, School Teacher, and Angelina M. Currie, housewife, wife of the said Albert Stewart Currie, both of the City of Calgary, in the Province of Alberta, dated the 4th day of January, 1952, a copy of which Agreement is hereto attached.

AND the Canadian Pacific Railway Company forbids the registration of any person as transferee or owner of or of any instrument affecting the said estate or interest unless such instrument be expressed to be subject to its claim.

IT APPOINTS the office of the Department of Natural Resources in the City of Calgary, in the Province of Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this 29th day of January, A.D. 1952.

CANADIAN PACIFIC RAILWAY COMPANY

(sgd.) Leslie Munroe

Leslie Munroe, Manager,
Department of Natural Resources.

(Signed) Cecil T. Webb

Witness

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CANADA }
PROVINCE OF ALBERTA }
TO WIT: }

I, LESLIE MUNROE, of the City of Calgary, in the Province of Alberta, Manager of the Department of Natural Resources of the Canadian Pacific Railway Company, make oath and say as follows:

- 1. THAT I am the Manager of the Department of Natural Resources of the Canadian Pacific Railway Company and agent for the above named Caveator.
- 2. THAT I believe 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 Calgary, in the Province)
of Alberta, this 28th day of)
January, A.D. 1952)

(Signed) Leslie Munroe

(Signed) Fred Powell

A COMMISSIONER FOR OATHS in and for
the Province of Alberta.

(41)

CANADA }
PROVINCE OF ALBERTA }
TO WIT: }

I, CECIL T. WEBB, of the City of Calgary, in the PROVINCE OF ALBERTA, Secretary, Make oath and say:

1. THAT I was personally present and did see Leslie Munroe named in the within instrument, who is personally known to me to be the person therein named, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at the City of Calgary in the Province of Alberta, and I am the subscribing witness thereto.

3. THAT I know the said Leslie Munroe and he is in my belief of the full age of twenty-one years.

SWORN before me at the City }
of Calgary, in the Province }
of Alberta, this ..22nd.... }
day of January, A.D. 1952. }

(Signed) Cecil T. Webb

(Signed) Fred Powell

A COMMISSIONER FOR OATHS in and for
the Province of Alberta.

(51)

THIS AGREEMENT made in duplicate this 4th day of January,

A.D. 1952:

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY
(hereinafter called "the Owner")

OF THE FIRST PART,

- and -

ALBERT STEWART CURRIE, School
Teacher, and ANGELINE M. CURRIE,
Housewife, wife of the aforesaid
Albert Stewart Currie, of the
City of Calgary in the Province of
Alberta, (hereinafter called "the
Purchasers").

OF THE SECOND PART.

IN CONSIDERATION of the sum of Six Hundred and Fifty Dollars
(650.00) paid by the purchasers to the owner, receipt of which sum is hereby
acknowledged, the owner has sold and agreed to transfer to the purchasers Lot
Nineteen (19), in Block Two (2), according to a plan of part of the City of
Calgary of record in the Land Titles Office for the South Alberta Land Regis-
tration District as Plan No. 8598 G.F., subject to the following terms and
conditions:

1. THAT the owner shall, as and when requested by the purchasers,
transfer to the purchasers said Lot Nineteen (19) in Block Two (2), Plan 8598
G.F. in the said City of Calgary.
2. The owner hereby agrees to insert in all Agreements for Sale en-
tered into by the owner for the sale of any one of the Lots in Blocks One (1)
to Eight (8) inclusive, as shown on said Plan No. 8598 G.F. the following restrictive
covenants.

AND IT IS HEREBY COVENANTED AND AGREED with the owner by the

(6)

purchasers on behalf of themselves, their executors, administrators and assigns and successors in title as follows:

(a) THAT there shall not be erected or suffered or permitted to be erected or used or placed upon the said lot Nineteen (19), Block Two (2), Plan 8598 G.F., any building or buildings whatsoever except for the purpose of a single family private residence and private garage in connection therewith.

(b) THAT there shall not be erected upon said lot more than one such residence and garage, and such garage shall be of an exterior finish of the same quality as the residence.

(c) THAT there shall not be erected on the said lot a dwelling to cost less than Seven Thousand Dollars (\$7,000.00) and the same shall be of a neat design and completed in a proper and workmanlike manner and that such dwelling shall not exceed one and a half (1½) storeys in height.

(d) THAT if the said dwelling house consists of basement and one floor, the ground area occupied by same shall not be less than Nine Hundred (900) square feet not including a garage, and if it consists of one and a half (1½) storeys said dwelling shall occupy a ground area of not less than Eight Hundred (800) square feet not including a garage, however, should the said dwelling house consist of basement and one floor and include a garage the dwelling and garage shall occupy a ground area of not less than Eleven Hundred (1,100) square feet and if it consists of one and a half (1½) storeys and includes a garage said dwelling shall occupy a

*amended by
to:
Judge Braier
1905 L.S.
J. J. Amel*

area of not less than One Thousand (1,000) square feet.

"2(e) that no house or other building shall be located on ~~Blocks One~~ Blocks 1 to 8 inclusive within less than 25 feet of the ~~frontage of~~ frontage of all lots in said blocks. Subject to the condition that the building located on Lot 3 in Block 2 shall not be located within less than 24 feet of the frontage of the said lot.

(f) THAT no dwelling house shall be less than twenty-five (25) feet from the rear of any lot in Blocks One (1) to Eight (8) inclusive.

(g) THAT the said Lot shall not be used for the purpose of a sand

purchasers on behalf of themselves, their executors, administrators and assigns and successors in title as follows:

(a) THAT there shall not be erected or suffered or permitted to be erected or used or placed upon the said lot Nineteen (19), Block Two (2), Plan 8598 G.F., any building or buildings whatsoever except for the purpose of a single family private residence and private garage in connection therewith.

(b) THAT there shall not be erected upon said lot more than one such residence and garage, and such garage shall be of an exterior finish of the same quality as the residence.

(c) THAT there shall not be erected on the said lot a dwelling to cost less than Seven Thousand Dollars (\$7,000.00) and the same shall be of a neat design and completed in a proper and workmanlike manner and that such dwelling shall not exceed one and a half (1½) storeys in height.

(d) THAT if the said dwelling house consists of basement and one floor, the ground area occupied by same shall not be less than Nine Hundred (900) square feet not including a garage, and if it consists of one and a half (1½) storeys said dwelling shall occupy a ground area of not less than Eight Hundred (800) square feet not including a garage, however, should the said dwelling house consist of basement and one floor and include a garage the dwelling and garage shall occupy a ground area of not less than Eleven Hundred (1,100) square feet and if it consists of one and a half (1½) storeys and includes a garage said dwelling shall occupy a ground area of not less than One Thousand (1,000) square feet.

(e) ~~THAT no house or other building shall be located on Blocks One (1) to Eight (8) inclusive within less than twenty-five (25) feet of the frontage of all lots in said blocks.~~

(f) THAT no dwelling house shall be less than twenty-five (25) feet from the rear of any lot in Blocks One (1) to Eight (8) inclusive.

(g) THAT the said Lot shall not be used for the purpose of a sand

(7)

or gravel pit or quarry and there shall not be removed or suffered or permitted to be removed any sand, gravel, stone or other material except such as may be necessary for improving the said Lot or buildings thereon.

(h) THAT no house or other building on the said Lot shall be used for mercantile, business or manufacturing purposes, and no work of an offensive, dangerous or noisy character shall be carried on which may be or become an annoyance or a nuisance.

(i) THAT all work done on the said Lot shall comply in all respects with bylaws or building regulations of the City of Calgary.

(j) THAT covenants similar to the above shall be inserted in all agreements for sale made by the Purchasers, their executors, administrators, assigns and successors in title, for the resale of said Lot Nineteen (19) insofar as such covenants are applicable to the said Lot.

(k) THAT the Purchasers and their executors, administrators, assigns and successors in title, shall observe the aforesaid restrictions insofar as applicable to said Lot Nineteen (19), and the same shall be enforceable against them by the owner or owners from time to time of any lots or parcels of land referred to in paragraph 2 hereof.

(l) THAT the restrictions herein contained imposed on all of the lots referred to herein, shall so far as applicable be enforceable by or on behalf of or against the owner or owners from time to time of any one or more of any of the lots referred to herein.

(m) THAT the owner shall register in the Land Titles Office a Caveat protecting the restrictions above set out and the transfer or transfers by the owner to the purchaser of the said lots or parcels of land referred to in paragraph 2 hereof shall be expressed to be subject to said Caveat to be registered as aforesaid.

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IN WITNESS WHEREOF the Owner has caused these presents to be executed by the Manager of its Department of Natural Resources, and the Purchasers have hereunto set their hand and seal, both on the day and year first above written.

CANADIAN PACIFIC RAILWAY COMPANY

(Signed) Cecil T. Webb.
Witness

(Signed) Leslie Munroe
Leslie Munroe,
Manager, Department of Natural Resources.

(Signed) G. Guzin
Witness

(Signed) Albert Stewart Currie
(Albert Stewart Currie)

(Signed) Angeline M. Currie
(Angeline M. Currie)

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CANADA }
PROVINCE OF ALBERTA }
TO WIT: }

I, CECIL T. WEBB, of the City of Calgary, in the Province of Alberta, Secretary, make oath and say:

1. THAT I was personally present and did see Leslie Munroe named in the within instruments, who is personally known to me to be the person therein named, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed in the City of Calgary, in the Province of Alberta, and I am the subscribing witness thereto.
3. THAT I know the said Leslie Munroe and he is in my belief of the full age of twenty-one years.

SWORN before me at the City of Calgary, in the Province of Alberta, this ..28th... day of January, A.D. 1952. }

(Signed) Cecil T. Webb

(Signed) Fred Powell

A COMMISSIONER FOR OATHS in and for the Province of Alberta.

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, George Edward Quirin, of the City of Calgary,
in the Province of Alberta, make oath and say:

1. THAT I was personally present and did see Albert Stewart
Currie and Angeline M. Currie named in the within instruments, who are
personally known to me to be the persons named therein, duly sign and
execute the same for the purposes named therein.

2. THAT the same was executed at the City of Calgary in the
Province of Alberta, and I am the subscribing witness thereto.

3. THAT I know the said Albert Stewart Currie and Angeline M.
Currie, and they are in my belief of the full age of twenty-one years.

SWORN before me at the City)
of Calgary in the Province)
of Alberta, this ..28th...)
day of January, A.D. 1952.)

(Signed) G.E. Quirin

(Signed) E. Shepherd

A COMMISSIONER FOR OATHS in and for
the Province of Alberta.

DATED.....4th January.....1952.

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY

Of the First Part,

- and -

ALBERT STEWART CURRIE and
ANGELINE M. CURRIE

Of the Second Part.

.....
.....

A G R E E M E N T

.....
.....

DATED.....29th January.....1952

782531

RE:

ALL LOTS IN BLOCKS 1 TO 8 INCL.

Plan 8998 S.F.

CALGARY, ALBERTA.

*Keep in file
with original
original
J.M.D.*

Copy of 782531

CAVEAT FORBIDDING REGISTRATION

Mitchell & Britton,
C.P.R. Solicitors,
Calgary, Alberta.

JMcD/R

File 16696

