

C A V E A T.

7648 FT

THE REGISTRAR
FOR THE SOUTH ALBERTA LAND REGISTRATION DISTRICT:

TAKE NOTICE that the CANADIAN PACIFIC RAILWAY COMPANY

claims an interest in:

- 70.0 246
- Lots One (1) to Seven (7), Block Seventy-eight (78);
 - Lots One (1) to Nine (9), Block Seventy-nine (79);
 - Lots One (1) to Five (5) and Lot Eight in Block Eighty (80);
 - Lots Two (2), Three (3), Five (5), Six (6) and Seven (7), Block Ninety (90);
 - Lots One (1), Four (4) and Lots Eight (8) to Eleven (11) inclusive, Block Ninety-one (91);
 - Lots One (1), Seven (7), Eight (8) and Nine (9), Block Ninety-two (92); and
 - Lots One (1) to Eight (8) inclusive, Block Ninety-three (93), according to a plan of part of the City of Calgary, of record in the Land Titles Office for the South Alberta Land Registration District as Plan 3605 F.O., all standing in the register in the name of the Canadian Pacific Railway Company;
- 70.0 247
- P.K. AS TO FORM
Assistant Solicitor
- OK

under and by virtue of an Agreement made between the Canadian Pacific Railway Company and Joseph J. Greenan, Barrister, and Mary P. Greenan (his wife), both of the City of Calgary, dated the 29th day of April, 1948, 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 its 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 April, A.D.1948.



Witness.

) CANADIAN PACIFIC RAILWAY COMPANY

) Per Leslie Munroe
Leslie Munroe, Manager,
Department of Natural Resources.

7648 F.T.

THIS AGREEMENT made in duplicate this 29th of April, A.D.1948.

BETWEEN:

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

OF THE FIRST PART,

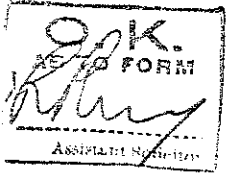
- and -

JOSEPH J. GREENAN, Barrister,
and MARY P. GREENAN, (his wife),
both of the City of Calgary, in
the Province of Alberta, (herein-
after called "the Purchasers"),

OF THE SECOND PART.

IN CONSIDERATION of the sum of Nine Hundred Dollars (\$900.00) 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 Seven (7), in Block Ninety (90), according to a plan of part of the City of Calgary of record in the Land Titles Office for the South Alberta Land Registration District as Plan No. 3605 F.O., subject to the following covenants, terms and conditions:

1. That the Owner shall, as and when requested by the Purchasers, transfer to the Purchasers said Lot Seven (7), Block Ninety (90), Plan No. 3605 F.O.
2. As the amount of the 1948 taxes in respect of the said Lot is not yet known, the Purchasers agree to pay the full year's taxes for the year 1948 in respect of the said lot, and upon production by them of their Tax Receipt, the Owner hereby



agrees to refund to them the proportion of the said taxes due from the 1st day of January, 1948, to the 31st day of March, 1948.

3. The Owner hereby agrees to insert in all Agreements for Sale entered into by the Owner for the sale of any one of the following lots or parcels of land, namely:

- Lots One (1) to Seven (7), Block Seventy-eight (78).
- x Lots One (1) to Nine (9), Block Seventy-nine (79).
- Lots One (1) to Five (5) and Lot Eight (8) in Block Eighty (80).
- Lots Two (2), Three (3), Five (5) and Six (6), Block Ninety (90).
- Lots One (1), Four (4), and Lots Eight (8) to Eleven (11), Block Ninety-one (91).
- Lots One (1), Seven (7), Eight (8) and Nine (9), Block Ninety-two (92); and
- Lots One (1) to Eight (8), Block Ninety-three (93), as shown on said plan No. 3605 F.O.,

restrictive covenants similar to the covenants hereinafter contained.

IT IS HEREBY COVENANTED AND AGREED with the Owner by the above mentioned 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 Seven (7), Block Ninety (90), Plan 3605 F.O., any building whatsoever except for the purposes of a private residence and private garage in connection therewith.

(b) That there shall not be erected upon the said Lot more than one (1) such residence and garage.

(c) That there shall not be erected on the said lot any dwelling house to cost less than Seven Thousand Dollars (\$7,000.00), and same shall be of a neat design and completed in a proper and workmanlike manner.

(d) That if the said dwelling house consists of basement and one floor, the ground area occupied by same shall not be less than Twelve Hundred (1200) square feet, exclusive of the garage, and if it consists of One and a Half ($1\frac{1}{2}$) or more storeys, said dwelling house shall occupy a ground area of not less than One Thousand (1,000) square feet, exclusive of the garage.

(e) That no house or other building shall be located or placed on the said lot within Twenty-five (25) feet of the Street or Avenue, and ^{any dwelling house} shall be not less than Twenty-five (25) feet from the rear of said lot.

(f) That the said lot shall not be used for the purpose of a sand 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 lot or building thereon.

(g) 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 nuisance.

(h) That all work done on the said lot shall comply in all

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respects with By-laws or Building Regulations of the City of Calgary.

(i) That covenants similar to the above shall be inserted in all Agreements for Sale made by the Purchasers for a resale of the said lot.

(j) That the Purchasers and their executors, administrators and assigns, and successors in title, shall observe the aforesaid restrictions applicable to the said lot, and that same shall be enforceable against him or them or on behalf of the owner or owners from time to time of any of the said lots or parcels of land referred to in Paragraph 3 hereof.

(k) That the restrictions aforementioned as imposed on each of the said lots or parcels of land referred to in Paragraph 3 hereof shall be enforceable by or on behalf of or against the owner or owners from time to time of any one or more of the said lots or parcels of land referred to in said Paragraph 3.

(l) The Purchasers shall be entitled to register in the Land Titles Office a Caveat protecting the restrictions above set out, and the transfer by the owner to the purchasers of the said lots or parcels of land referred to in Paragraph 3

hereof shall be expressed to be subject to said Caveat to be registered as aforesaid. X

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 hands and seals, all on the day and year first above written.

CANADIAN PACIFIC RAILWAY COMPANY

Per

Leslie Munroe
Leslie Munroe, Manager,
Department of Natural Resources.

Betty L. L. L.
Witness.

Betty L. L. L.
Witness.

Joseph J. Greenan
Joseph J. Greenan.

Mary P. Greenan
Mary P. Greenan.

CANADA)
PROVINCE OF ALBERTA)
TO WIT:V)

I, Cecil J. 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, Manager of the Department of Natural Resources of the
Canadian Pacific Railway Company at Calgary, in the Province
of Alberta, named in the within instrument, who is personally
known to me to be the person named therein, duly sign and
execute same for the purposes named therein.

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

3. THAT I personally 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 21st day
of May, A.D. 1948.

Cecil J. Webb

E. W. Minnell

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

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, Betty Galbreath, of the City of
Calgary, in the Province of Alberta, Notary Public,
make oath and say:

1. THAT I was personally present and did see Joseph J. Greenan and Mary P. Greenan named in the within instrument, 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 personally know the said Joseph J. Greenan and Mary P. Greenan, 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 5th day)
of May, A.D.1948.)

Betty Galbreath

A. C. Dwyer

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

CANADA)
PROVINCE OF ALBERTA)
TO WIT:)

I, Leslie Munroe, of the City of Calgary, in the Province of Alberta, Manager, make oath and say:

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

SWORN before me at the City of Calgary, in the Province of Alberta, this 21st day of May, A.D. 1948.

Leslie Munroe

J. D. Wallace

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

DATED

D. 194

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY,

OF THE FIRST PART,

- and -

JOSEPH J. GREENAN & MARY P. GREENAN,

OF THE SECOND PART.

A G R E E M E N T.

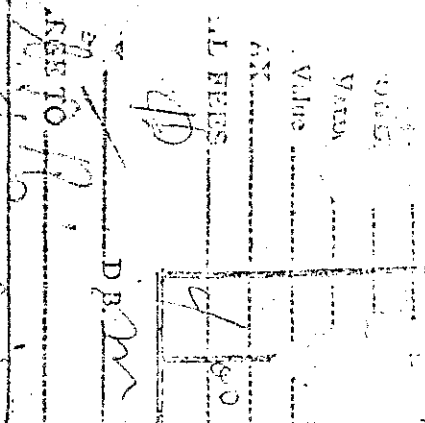
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JAMES Mc CAIG, K.C.
C.P.R. SOLICITOR
CALGARY, ALBERTA.

7648 F.T.

APR 1948

EXTRA NEW TITLE
STRICT
TGN. THE
TRA REF CERT



Lots 1 to 7, Block 78; Lots 1 to 9,
 Block 79; Lots 1 to 5, and Lot 8, in
 Block 80; Lots 2, 3, 5, 6 and 7 in
 Block 89; Lots 1, 4, and Lots 8 to 11
 inclusive, Block 91; Lots 1, 7, 8
 and 9, Block 92; and Lots 1 to 8
 inclusive, Block 93.

70.0.246,
 70.0.247
 CALGARY

CAVEAT.

I certify that the within instrument is
 duly Entered and Registered in the Land
 Titles Office for the South Alberta Land
 Registration District at Calgary, in the
 Province of Alberta at _____
 o'clock _____ on the _____ day
 of _____ A.D., 19____
 Number _____ Book _____ Folio _____
 _____ Registrar
 S. A. L. R. O.

16129

C.F.A. BELL
CALGARY, ALBERTA.