

COURT FILE NUMBER 2101-00793

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

APPLICANT **THOMAS H. FERGUSON**

RESPONDENTS **ALI TEJPAN, ZAHRA TEJPAN, REGISTRAR OF TITLES for the LAND TITLES OFFICE, JOHN DOE, JANE DOE, and ABC CORPORATION**

DOCUMENT **RESPONSES TO UNDERTAKINGS GIVEN BY ROBERT ENGBLOOM**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT Curtis E. Marble
Carbert Waite LLP
 2300 Encor Place, 645 - 7th Avenue SW
 Calgary, Alberta, T2P 4G8
 Phone: 403-705-3642 Fax: 403-263-5553
 File No.: 120632.001

Responses to Undertakings given by Robert Engbloom at his cross-examination held on April 6, 2021:

Undertaking #1:	For Robert Engbloom to review his files and to produce a copy of the version of title that he had from the time of his purchase in 1982.
Response:	Please see the attached Duplicate Certificate of Title dated November 16, 1982.
Undertaking #2:	With reference to paragraph 11 of Robert Engbloom's Affidavit, to provide a copy of the first transfer document.
Response:	Please see the attached transfer dated December 21, 1946.
Undertaking #3:	For Robert Engbloom to review his records, and if available, to produce a copy of the subdivision denial or decision as it related to the property referenced in paragraph 21 of his Affidavit.
Response:	I searched my records and do not have a copy of the subdivision denial or decision related to the property municipally described as 3412 – 10 th Street SW, Calgary, Alberta.
Undertaking #4:	For Robert Engbloom to review his records, and if available, to provide his comment letter or submissions in opposition to the subdivision referenced in paragraph 21 of his Affidavit.

Response:	Please see the attached emails sent to Tabatha Helberg at the City of Calgary on December 7 and December 11, 2017 in opposition to the subdivision of the property municipally described as 3412 – 10 th Street SW, Calgary, Alberta.
Undertaking #5:	With reference to Exhibit D to Robert Engbloom's Affidavit, to provide a copy of the notice that he received as it related to the discharge of the Caveat.
Response:	Please see the attached correspondence and enclosures received in January 2020 in relation to the attempted discharge of Caveat 7648FT from the property municipally described as 1002-32 nd Avenue SW, Calgary, Alberta.

Duplicate Certificate of Title

NO. 8 2 1 1 9 5 2 5 4

REF. 1 6 6 A 1 3 1

VALUES \$ 1 8 8 0 0 0 0 0

Canada



MRG TWP SEC Q PT

PLAN BLK LOT PT

RMJ

3605 FO 91 8

South Alberta Land Registration District

THIS IS TO CERTIFY that NANCY STAFFORD ENGBLOOM OF THE CITY OF CALGARY IN THE PROVINCE OF ALBERTA (LAWYER)

IS now the owner of an estate in fee simple of and in

PLAN SOUTH MOUNT ROYAL CALGARY 3605 F.O.
BLOCK NINETY ONE (91)
LOT EIGHT (8)

EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME

SUBJECT TO THE ENCUMBRANCES, LIENS, ESTATES OR INTERESTS NOTIFIED BY MEMORANDUM UNDERWRITTEN OR ENDORSED HEREON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal

this 16 day of NOVEMBER 82, A.D. 19

Post Office Address 3410 - 10TH STREET S.W. CALGARY, ALBERTA



[Signature] Registrar

South Alberta Land Registration District

FORM B.B.

PROVINCE OF ALBERTA

"THE LAND TITLES ACT"

TRANSFER

File

Canadian Pacific Railway Company, being registered owner of an estate in fee simple in possession; subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten (or endorsed hereon) in all those pieces or parcels of land known and described as follows:

City _____
In the Townsite of Calgary, _____ in the Province of Alberta, and being Lot 5 Six (6) and Seven (7) in Block Eighty (80); Lots One (1), Four (4) and Eight (8) in Block Ninety (90); Lots Two (2), Three (3), Five (5), Six (6) and Seven (7) in Block Ninety-one (91); Lots Two (2), Three (3), Four (4), Five (5) and Six (6) in Block Ninety-two (92), and all Block "X", all as shown on a plan of subdivision of part of the South East Quarter of Section Nine (9) in Township Twenty-four (24), Range One (1), West of the Fifth Meridian, in the City of Calgary, in the said Province of Alberta and Dominion of Canada, registered in the Land Titles Office for the South Alberta Land Registration District as Plan No. 3605 P.O. according to a plan of sub-division registered in the Land Titles Office at _____

as No. _____

subject to the exceptions, reservations, conditions and provisos contained in the Certificate of Title covering said land does hereby, in consideration of the sum of exchange of Lots between it and the City of Calgary _____ Dollars paid to it by _____ to facilitate the cancellation of part of Plan 7080 A.J., and the registration of a new one.

The receipt of which sum it hereby acknowledges, transfers to the said The City of Calgary *J.C.*

67 all its estate and interest in the said parcel of land subject to Caveat Number _____ excepting and reserving thereout and therefrom all mines and minerals and the right to work the same.

In Witness Whereof, the said Canadian Pacific Railway Company has caused these presents to be signed by its Vice-President and _____ Secretary, and attested by its corporate seal. _____

Dated this 21st day of December in the year of Our Lord one thousand nine hundred and forty-six.

CANADIAN PACIFIC RAILWAY COMPANY



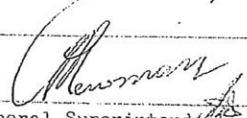
Vice-President.
[Signature]
Secretary.

lots 6 and 7 Block 80
Lots 1, 4 and 5 Block 90
Lots 2, 3, 5, 6 and 7 Block 91
Lots 2, 3, 4, 5 and 6 Block 92
All Block 'Y' Calgary.

Please do not detach

I hereby certify that the consideration shown is the true consideration, and the transaction resulting in the Transfer was entered into 14th December 1946

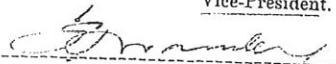
Original Purchaser Transferee



General Superintendent of Lands
C.P.R. Department of Natural Resources

N.R.91.

Vice-President.



Secretary.



3700 Canterra Tower
400 Third Avenue SW
Calgary, Alberta T2P 4H2

TEL: (403) 267-9405
MOBILE: (403) 829-5724
FAX: (403) 264-5973

Email: robert.engbloom@nortonrosefulbright.com

December 18, 2017

City of Calgary Planning Services Centre,
Planning & Development #8076
3rd floor, Municipal building
800 Macleod Trail SE
PO Box 2100, Station M (#8108)
Calgary, Alberta, Canada T2P 2M5

Attn: **Tabatha Helberg**,
Subdivision Technician
Community Planning #8076

Dear Ms. Helberg:

RE: Proposed Subdivision 3412 – 10th Street, SW (the "Lot") SB2017-0393

Following our conversation last week, I thought it might be helpful to provide you with what I think are the relevant portions of the documentation that support the view that the restrictive covenant on the Lot forms part of a broader building scheme for the benefit of the owners subject to that building scheme. That building scheme restricts the building on any lot that is part of the building scheme to one single family dwelling and garage.

1. Plan of Resubdivision dated October 11, 1946 as Instrument no. 3605F0. The lots subject to either the CPR caveat or the City restrictive covenant, see below, are outlined in the dark border, all of which were owned by the CPR following subdivision.
2. Transfer dated December 21, 1946 from Canadian Pacific Railway Company to the City of Calgary transferring to the City certain lots (15) and lands which formed part of the Plan of Resubdivision, "in consideration of the exchange of lots between it and the City of Calgary to facilitate the cancellation of part of Plan 7080AJ and the registration of a new one".
3. A Certificate of Title dated March 19, 1947 showing the City of Calgary as the registered owner of the lots acquired from the CPR and which are identified on the Plan of Resubdivision in blue. You will notice that each subsequent transfer of a lot is noted on this Certificate.
4. Prior to transferring any of the lots retained by the CPR, it registered a caveat dated April 29, 1948 against title to those lots. The CPR caveat includes a restriction that there "shall not be erected upon said lot more than (1) such residence and garage"
5. Transfer of Land dated May 28, 1951 transferring the Lot to the original public owner. Subsequent to the City acquiring these lots from the CPR, the City sold those lots to individual owners between 1948 and 1951. When the City transferred

these lots, each transfer was in the form of this representative transfer and was subject to express covenants and conditions including that "only one single family dwelling and a private garage attached or unattached to such dwelling house may be erected on the said lot"..... This restrictive covenant was placed on each of the lots sold by the City and remains on all of those lots with the exception of two (lot 3, block 91 and lot 3, block 92, however, I do not believe that to be relevant as neither lot is large enough to be subdivided and each has only had a single family dwelling on it).

I refer you to my earlier correspondence. I believe this documentation clearly demonstrates that the building restriction set out the City restrictive covenant and the CPR caveat form part of a building scheme put in place by the City, likely by agreement with the CPR but certainly with common intent, for the benefit of all of the lots that are part of the building scheme. The Lot proposed to be subdivided is subject to the City restrictive covenant as part of that building scheme. Our lot (immediately to the north of the Lot) is subject to the CPR caveat and lots owned by others who are also opposing the proposed subdivision are subject to either the City restrictive covenant or the CPR caveat, again as part of the building scheme. These building restrictions forming the building scheme limit the building on the lots in the building scheme, and the Lot in particular, to one single family dwelling and garage. We believe the building restriction on the Lot is a legally binding restrictive covenant. It was placed on the Lot by the City itself and is, in our view, a legal commitment by the City to all those who are part of the building scheme, including ourselves and others opposing the proposed subdivision. We believe approval by the City of proposed subdivision would contravene that commitment. We believe the City should respect the commitment set out the restrictive covenant and deny the subdivision application.

We realize that the restrictive covenant creates rights as between the developer and the neighbours but that is a separate matter.

I would also like to re-emphasize a point we discussed earlier which is that due to size of the lots in the neighborhood and the substantial redevelopment of large new homes which has occurred to date, the prospect for subdivision and intensification in this neighborhood is effectively non-existent, other than our lot which is subject to the CPR caveat and therefore will remain as a single family dwelling.

I hope this is helpful. Please let me know if there is anything I can clarify or provide.

Yours truly,

Robert J. Engbloom

Encls.
CAN_DMS: 110990412811

Engbloom, Robert

From: Engbloom, Robert
Sent: December-11-17 4:35 AM
To: Helberg, Tabatha
Subject: Re: Proposed Subdivision 3412 10th St SW SB2017-0393

Good Morning Tabatha

Thanks for your note. Sorry to trouble you again, I do appreciate your assistance.

On timing and process, once circulation is complete, who makes the decision to approve or disapprove the application? Is it an administrative decision or is it a decision of the Planning Commission or otherwise? When would that decision be made?

Regarding the RC, I do understand what you said during our call and in your note. Respectively, I think the City's position misses the point. This is not an RC placed on the property by a third party in which case I fully understand that the city would not get involved. But that is not the case here. The RC was placed on this property and others by the CITY for the benefit of those in the building scheme. As such it is a commitment by the CITY to those people and should be respected by the city and the city should not contravene that commitment by allowing the subdivision.

I realize that the RC may well establish rights as between the developer and the neighbours but that is not the point. The city should not abdicate its commitment.

How do I find out more about this policy? Would it be possible for me talk with the person who is responsible for the policy? Any suggestions would be appreciated.

One other thought occurred to me. As I mentioned earlier, the Lot is the high point on our block. The block slopes S to N and on our side of the block, E to W. There is a drop in elevation from the SE corner of the Lot to the NW corner - I am guessing about 8-10 feet. This is not an issue now as our home and the one on the Lot have been designed to accommodate that drop (the home on the Lot has a driveway into a basement garage which is at the level of our lot). That will not be the case with any new development on the Lot so there will be an elevation/drainage issue which is a real concern. Again, it is preferable to have a single home on the Lot which will provide a much better opportunity to deal with the drainage and the elevation change than would be the case if the subdivision proceeds.

I would encourage you to come out to the neighborhood and get a sense of the neighbourhood, how well redevelopment is taking place and how out of character two homes on this Lot would be.

Best Regards,
Bob and Nancy

Robert Engbloom

Sent from my iPad

> On Dec 8, 2017, at 8:05 PM, Helberg, Tabatha <Tabatha.Helberg@calgary.ca> wrote:

>

> Hello Mr. & Mrs. Engbloom,

>

> Thank you for taking the time to comment on the subject Subdivision Application notification which you received.

>

> Your comments will be considered according with the application review, as Affected Persons through the Municipal Government Act.

>

> The application is in circulation review with all responses due back by December 19, 2017, and will be able to be assessed in completion at that time.

>

> As discussed previously on the telephone the city does not enforce the Restrictive Covenant and is not bound by it in its planning decisions. The restriction is superseded by the current LUB, but is still active and is a civil legal agreement

Engbloom, Robert

From: Engbloom, Robert
Sent: December-07-17 6:37 AM
To: Tabatha.Helberg@calgary.ca
Subject: Proposed Subdivision 3412 10th St SW SB2017-0393

City of Calgary
Community Planning

Attention: Tabatha Helberg, Subdivision Technician

Dear Ms. Helberg

We are writing you in response to the Adjacent Neighbour Notification dated 2017 Nov 27th that you kindly provided to us in connection with this proposed subdivision. We own and live at 3410 10th St SW, which is adjacent to the North of the Lot proposed to be subdivided. We strongly object to the proposal for a variety of reasons.

Safety, Parking and Traffic

The Lot is on the NE corner of the intersection of 34th Avenue and 10th St. This intersection is a 4-way stop, is on a city bus route(13), and 10th St, south of 34th Avenue, is offset from 10th St to the North of 34th Avenue. The SW corner of the intersection is a playground, park and school yard. All of this results in a busy, awkward, congested and conflicting flow of pedestrians (including children accessing the playground, park and school yard), cars, buses and commuting cyclists that will only be made worse by the proposed subdivision and the building of two homes. In particular, parking on 10th St in front of the Lot or on 34th Avenue to the side of the Lot, accentuates the difficulty for all traffic, but, most importantly, for the City bus which runs north on 10th St, navigating the offset of 10th St at this intersection. Doubling the lots, with two homes to be constructed thereon, will only increase this problem. It is clearly preferable from a safety, parking and traffic point of view that the Lot remain a single lot with one home.

Subdivision Undermines Integrity and Character of the Neighbourhood

While there are many 40 or smaller front foot lots in the valley in Elbow Park, that is not the case in this area of Elbow Park. All lots in the building scheme mentioned below have 60-70 front feet and some more. All homes in the neighbourhood are single family homes, some of which are the original homes(mostly bungalows) and some are new two story large homes. The Lot is on the high point of land on the block. Two 40 front foot lots with two 2 -story, high and narrow (relative to those nearby) homes would be very much out of character and in stark contrast to the surrounding neighbourhood. This would significantly undermine the Integrity and Character of the neighbourhood. It is clearly preferable to have the Lot remain a single lot with one home which provides a much greater opportunity to plan and build a home that would be more consistent with and respectful of the neighbourhood.

Subdivision Contravenes Restrictive Covenant

The Lot is subject to a restrictive covenant which restricts the use of the Lot to a single family home. Both the subdivision and the building of two homes would be expressly contrary to this restrictive covenant. The lots in this part of Elbow Park were created by a subdivision by the Canadian Pacific Railway that resulted in the creation of roughly 60 lots in the neighbourhood. The CPR retained most of the lots with a smaller number of lots being transferred to the City. The CPR registered a building scheme restriction on the lots it retained for sale to the public. When the City sold its individual lots to the public, it, likely by agreement with the CPR but certainly with common intent, caused a similar building scheme to be registered against each of the lots it sold, by way of the restrictive covenant. These restrictions form a building scheme, covering virtually all of the lots in the neighbourhood which were part of the original subdivision, for the benefit of all of the lots that are part of that building scheme. The Lot is part of that building scheme as is ours and lots owned by others who we understand are also opposing the proposed subdivision. It is important in considering the proposed subdivision that the City recognize that the building restriction on the Lot is by way of a legally binding restrictive covenant placed on the Lot by the City itself and as such we believe it is a legal commitment by the City to all those that are part of the building scheme. We believe it would be totally wrong for the City to ignore this commitment and the restrictive covenant by approving the proposed subdivision. We, and other neighbours, have relied on and respected the building scheme restriction and we believe the City and the developer should as well.

We understand that most of the neighbours who would be most affected by the proposed subdivision similarly oppose the subdivision.

The proposed subdivision should not be permitted to occur. The developer bought the property with knowledge of the building restriction and the restrictive covenant and he can not be said to be prejudiced by the Lot continuing to be used for a single family home.

We would like to understand the next steps involved in the City's process and how you see the timing going. We will be in touch with you next week to discuss. If you have any questions, please contact us at this email or by phone at 403 829-5724.

Respectfully

Robert and Nancy Engbloom

Sent from my iPad

GLENN & CARD LAW LLP

BARRISTERS AND SOLICITORS

Thomas F Glenn
Joseph N. Card
M. James Tymchyshyn
Jeffrey B. Woodruff

100, 2886 Sunridge Way NE
Calgary, Alberta T1Y 7H9
Telephone: 403-291-2532
Fax: 403-291-2534
Real Estate Fax: 403-291-2614
Email: jeff@gclawyers.ca

January 16, 2020

File No.: 102815050
Via Process Server

Nancy Stafford Engbloom
3410 – 10th Street SW
Calgary, Alberta

Dear Madam:

Re: Removal of Caveat 7648FT .
My Client's Property: 1002 – 32nd Avenue SW, Calgary, Alberta

Please find attached for service upon you:

1. The Originating Application coming forward on February 3, 2020;
2. Affidavit of Julie Holland sworn on January 13, 2020; and
3. Order for Substitutional Service, granted on January 16, 2020.

I am applying to remove Caveat 7648FT from my client's property. The Caveat on my client's property was placed on title on May 21, 1948 by the Canadian Pacific Railway Company (CP). The contents of the Caveat are unknown. Land titles has issued a certificate under s. 21 of the *Land titles Act* certifying that the Caveat has been lost, mislaid or destroyed and has not been micro photographed. I have contacted CP and they do not have a copy of the original Caveat but have issued a letter indicating they neither consent nor oppose our application to remove or discharge the Caveat.

My client has no intention of building anything in violation of city zoning and building bylaws but they want certainty as to their rights in relation to their property so they are bringing this application. This is not an application in relation to city zoning or building bylaws.

Nothing in this Application will change the city zoning and building restrictions, those will remain as is.

I am serving you with this application as you also have Caveat 7648FT registered against your title.

I am serving you and your neighbours with my Application to give you a chance to ask me questions about the process or object to it. I believe the removal of the Caveat is a good thing and will give certainty to homeowners as to their rights in relation to their property. When I have done this in the past, I have often been contacted by neighbours asking me to remove their Caveats as well. This may also be possible and if you would like more information on that, please contact me.

If you have any questions at all, please contact me directly. I do not imagine this will be a contentious issue, but if anyone has any concerns or objections, I would like to chat before the Application date to hopefully address them.

You do not have to appear in court if you do not oppose the removal of the Caveat.

Yours truly,

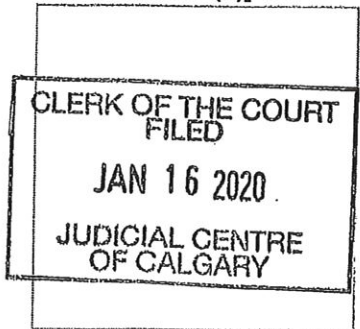
GLENN & CARD LAW LLP

Per:

JEFFREY B. WOODRUFF

JBW/rdm
Enclosures

COURT FILE NUMBER **2001-00830**
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



IN THE MATTER OF SECTION 48 AND SECTION 21 OF THE *LAND TITLES ACT*,
R.S.A., 2000, c. L-4

IN THE MATTER OF AN APPLICATION OF JULIE HOLLAND APPLYING TO
DISCHARGE CAVEAT NUMBER 7648FT . REGISTERED AGAINST THE LANDS
LEGALLY DESCRIBED AS:

PLAN 3605FO, BLOCK 80, LOT 8, EXCEPTING THEREOUT ALL MINES AND
MINERALS AND THE RIGHT TO WORK SAME

DOCUMENT **ORIGINATING APPLICATION**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Glenn & Card Law LLP
Barristers and Solicitors
100, 2886 Sunridge Way NE
Calgary, AB T1Y 7H9
Attn: Jeffrey B. Woodruff

Phone: 403-291-2532
Fax: 403-291-2534
File No. 102815050
Box #: 10

NOTICE TO RESPONDENT(S): **Owners of the following properties:**

PLAN 3605FO
BLOCK 78
LOTS 1, 2, 3, 4, 5, 6, 7

PLAN 3605FO
BLOCK 80
LOTS 2, 3, 4, 5

PLAN 3605FO
BLOCK 90
LOTS 2, 3, 5, 6, 7

PLAN 3605FO
BLOCK 91
LOTS 1, 4, 8, 9, 10

PLAN 3605FO
BLOCK 92
LOTS 1, 7, 9

PLAN 3605FO
BLOCK 93
LOTS 1, 3, 4, 5, 6, 7, 8, 9, 10

TITLE NUMBERS: 031157881
081146350
131020558
131183185
131202638
161120136
181137614
901272386

This application is made against you. You are a respondent. You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

Date: ~~January 28, 2020~~ Feb. 3rd
Time: 10:00 A.M.
Where: Calgary Courts Centre
Before Whom: Presiding Master in Chambers

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. To discharge Caveat 7648FT . from the land legally described as:
PLAN 3605FO
BLOCK 80
LOT 8
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK SAME
2. An Order abridging time for service of this Application.

Grounds for making this application:

3. Section 48 and Section 21 of the *Land Titles Act*.

Material or evidence to be relied on:

4. Affidavit of Julie Holland, sworn on January 13, 2020.

Applicable rules:

5. None.

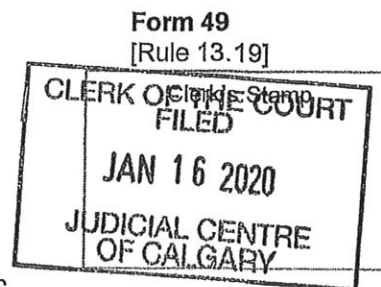
How the application is proposed to be heard or considered:

6. In person with all parties present.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

COURT FILE NUMBER 2001-00830
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



IN THE MATTER OF SECTION 48 AND SECTION 21 OF THE *LAND TITLES ACT*,
R.S.A., 2000, c. L-4

IN THE MATTER OF AN APPLICATION OF JULIE HOLLAND APPLYING TO DISCHARGE CAVEAT NUMBER 7648FT . REGISTERED AGAINST THE LANDS LEGALLY DESCRIBED AS:

PLAN 3605FO, BLOCK 80, LOT 8, EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK SAME

DOCUMENT

AFFIDAVIT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Glenn & Card Law LLP
Barristers and Solicitors
100, 2886 Sunridge Way NE
Calgary, Alberta T1Y 7H9
Attn: Jeffrey B. Woodruff
Phone: 403-291-2532
Fax: 403-291-2534
File No. 102815050
Box #: 10

AFFIDAVIT OF JULIE HOLLAND
Sworn on January 13, 2020

I, JULIE HOLLAND, of the City of Montreal, in the Province of Quebec, MAKE OATH AND SAY THAT:

1. I am a beneficial owner of the property legally described as PLAN 3605FO, BLOCK 80, LOT 8, EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK SAME, municipally described as 1002 – 32nd Avenue SW, Calgary, Alberta, T2T 1V3 (hereinafter referred to "the property"), pursuant to a real estate purchase agreement dated November 23, 2019, attached as **Exhibit "A"** to this my Affidavit. The real estate transaction is scheduled to close on February 10, 2020.
2. Attached hereto and marked as **Exhibit "B"** to this my Affidavit is a current copy of title.
3. Attached hereto and marked as **Exhibit "C"** to this my Affidavit is a copy of registration number 7648FT ., which shows on the title as having been registered on May 21, 1948, as a caveat by Canadian Pacific Railway Company. Pursuant to Section 21 of the *Land Titles Act*, the Registrar has certified that the registered document numbered 7648FT . has been lost, mislaid, or destroyed, and has not been microphotographed.

4. I am advised by my solicitor and do verily believe that instrument 7648FT . is registered against my title as well as many other titles under PLAN 3605FO. A copy of that plan is attached as **Exhibit "D"** to this my Affidavit.
5. I am advised by my solicitor and do verily believe that searches of adjacent and neighbouring properties disclose several titles with caveat 7648FT . on title within PLAN 3605FO, but also a significant number of titles within the plan that do not have that caveat registered against them. My solicitor has communicated with Canadian Pacific Railway Company requesting a copy of the original caveat. Canadian Pacific Railway Company responded that they do not have a copy and that they neither consent nor oppose any effort for removal or discharge of caveat 7648FT . from the lands. Attached as **Exhibit "E"** to this my Affidavit is a copy of the letter from Canadian Pacific Railway Company.
6. I attach as **Exhibit "F"** to this my Affidavit is the email from Canadian Pacific Railway Company.
7. I attach as **Exhibit "G"** to this my Affidavit a land titles map printout of the immediate area.
8. I attach as **Exhibit "H"** to this my Affidavit a printout from google maps of the area in question.
9. I attach as **Exhibit "I"** to this my Affidavit a City of Calgary MyProperty website print out of the area in question.
10. I make this Affidavit in support of an Application under Section 21 of the *Land Titles Act* for an Order discharging the caveat registered as instrument number 7648FT . against the property legally described as:

PLAN 3605FO
BLOCK 80
LOT 8
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK SAME

SWORN BEFORE me at the City of Calgary
in the Province of Alberta, this 13th day of
January, 2020.

(Signed by a Commissioner for Oaths In and for the Province of
Alberta)

JEFFREY B. WOODRUFF
Barrister and Solicitor
Commissioner for Oaths, Notary Public
In and for the Province of Alberta
100, 2886 SUNRIDGE WAY NE
CALGARY, ALBERTA T1Y 7H9



JULIE HOLLAND

RESIDENTIAL PURCHASE CONTRACT

Between
THE SELLER and **THE BUYER**

Name Sheila Irving Name Derek McCann DS DS DS
99 DM JH
Name _____ Name Julie McCann Holland

1. THE PROPERTY

1.1 The Property is:

(a) the land and buildings located at:

Municipal address: 1002 32 AV SW
(street number and name)
Elbow Park, Calgary (municipality), Alberta T2T 1V3 (postal code)

Legal description: Plan 3605FO Block 80 Lot 8 Other _____

(b) these unattached goods

All chattels are "as-is where is"

DS DS DS
99 DM JH
This is Exhibit "A" referred to in the Affidavit of Julie Holland
Sworn before me this 13
day of January, 20 20
A Commissioner for Oaths in and for the Province of Alberta

(c) the attached goods except for _____

JEFFREY B. WOODRUFF
Barrister and Solicitor
Commissioner for Oaths, Notary Public
in and for the Province of Alberta
100, 2886 SUNRIDGE WAY NE
CALGARY, ALBERTA T1Y 7H0

2. PURCHASE PRICE AND COMPLETION DAY

2.1 The Purchase Price is \$ ~~1,800,000.00~~ 1,125,000.00 DS
99

2.2 The Purchase Price includes any applicable Goods and Services Tax (GST).

2.3 This contract will be completed, the Purchase Price fully paid and vacant possession given to the buyer at 12 noon on February 9 10th, 20 20 (Completion Day). DS
JH

2.4 The seller represents and warrants that on Completion Day, the Property will be in substantially the same condition as when this contract was accepted and the attached and unattached goods will be in normal working order. DS
DM

3. GENERAL TERMS

3.1 In fulfilling this contract, the seller and buyer agree to act reasonably and in good faith and agree that:

- (a) unless the seller, buyer or both have agreed to alternate representation, the seller and buyer are each represented by their own sole agent and those agents have no agency responsibility to the other party;
- (b) the laws of Alberta apply to this contract;
- (c) Alberta time applies to this contract. Time is of the essence, which means times and dates will be strictly followed and enforced;
- (d) Business Day means every day but Saturday, Sunday and statutory holidays and includes all the hours of the day;
- (e) a reference to the seller or buyer includes singular, plural, masculine and feminine;
- (f) the seller will disclose known Material Latent Defects. Material Latent Defect means a defect in the Property that is not discoverable through a reasonable inspection and that will affect the use or value of the Property;
- (g) the seller and buyer are each responsible for completing their own due diligence and will assume all risks if they do not;
- (h) the seller will ensure the seller's representations and warranties are true by:
 - (i) reviewing documents such as a Real Property Report (RPR), land title and registrations on title;
 - (ii) determining non-resident status for income tax purposes and determining any dower rights; and
 - (iii) doing other needed research;
- (i) the buyer may get independent inspections or advice on items such as land title, registrations on title, RPR, current and future use, buildings and mechanical systems, property insurance, title insurance, size of the land and buildings, interior and exterior measurements and other items important to the buyer;



- (j) contract changes that are agreed to in writing will supersede the pre-printed clauses;
- (k) the seller and buyer will read this contract and seek relevant advice before signing it;
- (l) the brokerages, real estate board and listing services may keep and disclose relevant information about this transaction for reporting, statistical, property evaluation and closing purposes; and
- (m) the seller's _____ (seller's or buyer's) brokerage will provide this contract and related documents to the appointed lawyers for the purpose of closing this contract.

4. DEPOSITS

- 4.1 The seller and buyer agree that clauses 4.2 through 4.8 are the terms of trust for the deposits. DS
JH DM
- 4.2 The seller and buyer appoint RE/MAX REALTY PROFESSIONALS DS
JH as trustee for the deposit money.
- 4.3 The buyer will pay a deposit of \$ ~~28,000.00~~ 60,000, which will form part of the Purchase Price, to the trustee by Wire Transfer _____, on or before 3 business days from accepted offer.
(method of payment)
- 4.4 The buyer will pay an additional deposit of \$ _____, which will form part of the Purchase Price, to the trustee by _____, on or before _____.
(method of payment)
- 4.5 If the buyer fails to pay a deposit by the agreed date, the seller may void this contract at the seller's option by giving the buyer written notice. The seller's option expires when the seller accepts a deposit, even if late.
- 4.6 The trustee will deposit all deposits into a trust account within three Business Days of receipt.
- 4.7 Interest on the deposits will not be paid to the seller or buyer.
- 4.8 The deposits will be held in trust for both the seller and buyer. Provided funds are confirmed, the deposits will be disbursed, without prior notice, as follows:
 - (a) to the buyer, if after this contract is accepted:
 - (i) a condition is not satisfied or waived in accordance with clause 8.4;
 - (ii) the buyer voids this contract for the seller's failure to provide a Dower Consent and Acknowledgment form in accordance with clause 7.1(b);
 - (iii) the seller voids this contract for the buyer's failure to pay a deposit; or
 - (iv) the seller fails to perform this contract;
 - (b) to the seller, if this contract is accepted and all conditions are satisfied or waived and the buyer fails to perform this contract; or
 - (c) applied against the Fee owed by the seller by payment directly out of trust to the brokerage(s), with any excess amount paid in trust to the seller's lawyer no later than three Business Days prior to the Completion Day. Fee means the amount, plus GST, owed to a real estate brokerage under a written service agreement.
- 4.9 The disbursement of deposits, as agreed to in this section, will not prevent the seller or buyer from pursuing remedies in section 12.

5. LAND TITLE

- 5.1 Title to the Property will be free of all encumbrances, liens and interests except for:
 - (a) those implied by law;
 - (b) non-financial obligations now on title such as easements, utility rights-of-way, covenants and conditions that are normally found registered against property of this nature;
 - (c) homeowner association caveats, encumbrances and similar registrations; and
 - (d) items the buyer agrees to assume in this contract.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The seller represents and warrants to the buyer that:
 - (a) the seller has the legal right to sell the Property;
 - (b) the seller is not a non-resident for the purposes of the *Income Tax Act* (Canada);
 - (c) no one else has a legal right to the included attached and unattached goods;
 - (d) the current use of the land and buildings complies with the existing municipal land use bylaw and any restrictive covenants on title; DS
JH DM
 - (e) the location of the buildings and land improvements:
 - (i) is on the land and not on any easement, right-of-way or neighbouring lands unless there is a registered agreement on title or, in the case of an encroachment into municipal lands or a municipal easement or right of way, the municipality has approved the encroachment in writing; and
 - (ii) complies with any restrictive covenant on title and municipal bylaws, regulations and relaxations, or the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta);
 - (f) known Material Latent Defects, if any, have been disclosed in writing in this contract; and
 - (g) any government and local authority notices regarding the Property, and lack of permits for any development on the Property, known to the seller have been disclosed in writing in this contract.

- 6.2 The representations and warranties in this contract:
- (a) are made as of, and will be true at, the Completion Day; and
 - (b) will survive completion and may be enforced after the Completion Day as long as any legal action is commenced within the time limits set by the *Limitations Act* (Alberta).

7. DOWER

- 7.1 The seller represents and warrants to the buyer that no spouse has dower rights in the Property. Otherwise, if dower rights do apply, the seller will:
- (a) have the non-owner spouse sign this contract; and
 - (b) provide a completed Dower Consent and Acknowledgment form to be attached to and form part of this contract on or before _____, 20_____. (seller to enter an appropriate date).

If the seller fails to provide the completed Dower Consent and Acknowledgment form by the agreed date, the buyer may void this contract at the buyer's option by giving the seller written notice. The buyer's option expires when the seller delivers the Dower Consent and Acknowledgment form, even if delivered late.

8. CONDITIONS

- 8.1 The seller and buyer will:
- (a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them; and
 - (b) pay for any costs related to their own conditions.

8.2 **Buyer's Conditions**

The buyer's conditions are for the benefit of the buyer and are:

(a) **Financing**

This contract is subject to the buyer securing new financing, not to exceed 80 % of the Purchase Price from a lender of the buyer's choice and with terms satisfactory to the buyer, before 9 p.m. on December 12 ⁶ 2019 (Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.

(b) **Property Inspection**

This contract is subject to the buyer's satisfaction with a property inspection, conducted by a licensed home inspector, before 9 p.m. on December 12 ⁶ 2019 (Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.

(c) **Sale of Buyer's Property**

This contract is subject to the sale of the buyer's property before _____m. on _____, 20_____. (Condition Day), on the terms in the Sale of Buyer's Property Schedule, selected as attached in clause 9.1.

(d) **Additional Buyer's Conditions**

Subject to buyers satisfaction of site review with builder.

before 9 pm _____m. on _____ Dec 6, 2019 (Condition Day).

8.3 **Seller's Conditions**

The seller's conditions are for the benefit of the seller and are:

before _____m. on _____, 20_____. (Condition Day).

8.4 **Condition Notices**

Each party will give the other written notice that:

- (a) a condition is unilaterally waived or satisfied on or before its Condition Day. If not, this contract will end after the time indicated for that Condition Day; or
- (b) a condition will not be waived or satisfied prior to its Condition Day. This contract will end upon that notice being given.

**9. ATTACHMENTS AND ADDITIONAL TERMS**

- 9.1 The selected documents are attached to and form part of this contract:
- Financing Schedule (Seller Financing, Mortgage Assumption, Other Value)
 - Tenancy Schedule
 - Manufactured Home Schedule
 - Sale of Buyer's Property Schedule
 - Addendum
 - Other _____

9.2 Other terms:

- Buyer acknowledges that property and chattels are in "as-is" condition.

10. CLOSING PROCESS**Closing Documents**

- 10.1 The seller or seller's lawyer will deliver normal closing documents to the buyer or buyer's lawyer upon reasonable trust conditions consistent with the terms of this contract, including delivery within a reasonable time before the Completion Day to allow for confirmation of registration of documents at the Land Titles Office, obtain the advance of mortgage financing and verify the transfer of other value items.
- 10.2 Closing documents will include an RPR showing the current improvements on the Property according to the Alberta Land Surveyors' Association Manual of Standard Practice, with evidence of municipal compliance or non-conformance and confirming the seller's warranties about the land and buildings. This obligation will not apply if there are no structures on the land. The buyer or buyer's lawyer must have a reasonable time to review the RPR prior to submitting the transfer documents to the Land Titles Office.

Payments and Costs

- 10.3 The buyer will pay the Purchase Price by lawyer's trust cheque or bank draft.
- 10.4 Items such as real estate property taxes, local improvement fees, utilities, rents, security deposits, statutory interest on security deposits, mortgage interest and homeowner association fees will be the seller's responsibility for the entire Completion Day and thereafter assumed by the buyer.
- 10.5 The seller's lawyer may use the Purchase Price to pay and discharge all of the seller's financial obligations related to the Property. The seller's lawyer will provide the buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title, within a reasonable time after Completion Day.
- 10.6 If the seller has entered into a written service agreement with a real estate brokerage, the seller instructs the seller's lawyer to honour the terms of that agreement, including the Fee and other costs payable to the seller's brokerage.
- 10.7 The seller will pay the costs to prepare the closing documents, including an RPR where required, costs to end an existing tenancy of the Property and provide vacant possession to the buyer, and costs to prepare, register and discharge any seller's caveat based on this contract.
- 10.8 The buyer will pay the costs to prepare, register and discharge any buyer's caveat based on this contract and to register the transfer of land.

Closing Day Delays

- 10.9 If the seller fails to deliver the closing documents in accordance with clause 10.1 or 10.2, then:
- (a) the buyer's payment of the Purchase Price and late interest will be delayed until the buyer or buyer's lawyer has received the closing documents and has a reasonable time to review and register them, obtain the advance of mortgage financing and verify the transfer of other value items; and
 - (b) if the buyer is willing and able to close in accordance with this contract and wants to take possession of the Property, then the seller will give the buyer possession upon reasonable terms which will include the payment of late interest only on the amount of mortgage being obtained by the buyer at the interest rate of that mortgage.
- 10.10 If the seller has complied with clauses 10.1 and 10.2 but the buyer is not able to close in accordance with this contract, then:
- (a) the seller may, but is not obligated to, accept late payment of the Purchase Price and give the buyer possession upon reasonable terms; and
 - (b) if the seller agrees to accept late payment of the Purchase Price and, whether or not possession is granted, the buyer will pay late interest at the prime lending rate of the ATB Financial at the Completion Day plus 3% calculated daily from and including the Completion Day to (but excluding) the day the seller is paid in full. Payment received after 12 noon on any day will be payment as of the next Business Day.
- 10.11 The seller and buyer will instruct their lawyers to follow the Western Law Societies Conveyancing Protocol in the closing of this transaction, if appropriate.

DS
G.S.

DS
DM

DS
JM



11. INSURANCE

11.1 The seller bears the risk of loss or damage to the Property until the Purchase Price is paid. If such loss or damage occurs before the Purchase Price is paid, any insurance proceeds will be held in trust for the seller and buyer based on their interests.

12. REMEDIES

- 12.1 If the seller or buyer falls or refuses to complete this contract, the other party may seek all remedies, such as claims for deposits and damages, and reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- 12.2 On buyer default, if the seller must restore the Property title, enforce a lien against the Property or regain possession of the Property, the seller may seek costs and other remedies.
- 12.3 The seller and buyer agree that the Property is unique. On seller default, the buyer may make a claim for specific performance and other remedies.

13. NOTICE AND DOCUMENTS

- 13.1 A notice under this contract means a written document, including notices required by this contract, and this contract when accepted.
- 13.2 A notice is effective at the time the document is delivered in person or sent by fax or email.
- 13.3 Giving notice means the document is transmitted by one of these methods, and regardless of the method, the notice document is recognized as an original document.
- 13.4 For documents that require a signature, an electronic signature, as defined in the *Electronic Transactions Act* (Alberta), or a digitized signature will have the same function as an ink signature.

14. AUTHORIZATION

14.1 The seller and buyer may each authorize a representative to send and receive notices as described above. Once authorized, notices will be effective upon being delivered in person or sent by fax or email to the authorized representative.

The seller authorizes:

The buyer authorizes:

Seller's Brokerage:

Buyer's Brokerage:

Name: RE/MAX REALTY PROFESSIONALS

Name: CIR REALTY

Address: #10, 6020 - 1A STREET S.W.

Address: #100, 707 - 10 AVENUE S.W.

CALGARY

T2H 0G3

CALGARY

T2R 0B3

Brokerage Representative:

Brokerage Representative:

Name: Mary Lou McCormick

Name: Kelsey Jones

Phone: (403) 921-1458

Phone: (403) 815-7074

Fax: _____

Fax: _____

Email: mlmccormick@gmail.com

Email: kjones@cirrealty.ca

14.2 If the seller or buyer does not authorize a brokerage, then:

The seller authorizes: _____

The buyer authorizes: _____

14.3 If the authorization information changes, the seller and buyer agree to give written notice to the other party as soon as the change is known so that future notices may be sent to the proper person and place.

15. CONFIRMATION OF CONTRACT TERMS

15.1 The seller and buyer confirm that this contract sets out all the rights and obligations they intend for the purchase and sale of the Property and that:

- (a) this contract is the entire agreement between them; and
- (b) unless expressly made part of this contract, in writing:
 - (i) verbal or written collateral or side agreements or representations or warranties made by either the seller or buyer, or the seller's or buyer's brokerage or agent, have not and will not be relied on and are not part of this contract; and
 - (ii) any pre-contractual representations or warranties, howsoever made, that induced either the seller or buyer into making this contract are of no legal force or effect.

Seller Initials MLM

Buyer Initials DM JM

16. LEGAL OBLIGATIONS BEGIN

16.1 The legal obligations in this contract begin when the accepted contract is delivered in person or sent by fax or email. The obligations bind the seller and buyer as well as their heirs, administrators, executors, successors and assigns.



Residential Purchase Contract

DS DM DS JH

3872896

Contract Number

17. OFFER

17.1 The buyer offers to buy the Property according to the terms of this contract.

17.2 This offer/counter offer will be open for written acceptance until 9:00 p.m. on November 22, 2019

Signed and dated at Toronto, ON, Alberta at ... m. on November 20, 2019 | 8:53 PM MST

DocuSigned by: Derek McLann Buyer Signature Witness Signature Witness Name (print)

Signed and dated at Toronto, ON, Alberta at ... m. on November 20, 2019 | 8:54 PM MST

DocuSigned by: Julie McLann Buyer Signature Witness Signature Witness Name (print)

18. ACCEPTANCE

18.1 The seller agrees to sell the Property according to the terms of this contract.

Signed and dated at Toronto, Alberta at ... m. on 11/23/2019 | 3:25:42 PM MST

DocuSigned by: Julie Anne Grigg Seller Signature Witness Signature Witness Name (print)

Signed and dated at ... m. on ... 20

Seller Signature Witness Signature Witness Name (print)

Non-owner spouse signature (when dower rights apply):

Signed and dated at ... m. on ... 20

Non-Owner Spouse Signature Non-Owner Spouse Name (print)

Witness Signature Witness Name (print)

The following is for information purposes and has no effect on the contract's terms:

REJECTION

I do not accept this offer/counter offer. No counter offer is being made.

Date: Seller: Buyer:

CONVEYANCING INFORMATION

Seller's Information:

Address 1002 32 AV SW Elbow Park, Calgary T2T 1V3

Phone Fax

Email

Lawyer Name

Firm

Address

Phone Fax

Email

Buyer's Information:

Address

Phone Fax

Email

Lawyer Name

Firm

Address

Phone Fax

Email





LAND TITLE CERTIFICATE

S LINC SHORT LEGAL TITLE NUMBER
0017 417 528 3605FO;80;8 091 285 042

LEGAL DESCRIPTION
PLAN 3605FO
BLOCK 80
LOT 8
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;1;24;9;SE
MUNICIPALITY: CITY OF CALGARY
REFERENCE NUMBER: 091 285 041

This is Exhibit "B" referred to in the Affidavit of
Julie Holland
Sworn before me this 13
day of January, 2020

A Commissioner for Oaths in and for the Province of Alberta

JEFFREY B. WOODRUFF
Barrister and Solicitor
Commissioner for Oaths, Notary Public
in and for the Province of Alberta
100, 2886 SUNRIDGÉ WAY NE
CALGARY, ALBERTA T1Y 7H9

Table with 5 columns: REGISTRATION, DATE (DMY), DOCUMENT TYPE, VALUE, CONSIDERATION. Row 1: 091 285 042, 23/09/2009, TRANSFER OF LAND, \$1,270,000, NOMINAL

OWNERS
SHEILA IRVING
OF 1002-32 AVE SW
CALGARY
ALBERTA T2T 1V3

ENCUMBRANCES, LIENS & INTERESTS

Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Row 1: 7648FT, 21/05/1948, CAVEAT RE: SEE CAVEAT CAVEATOR - CANADIAN PACIFIC RAILWAY COMPANY. 2000, 401-9 AVE SW CALGARY ALBERTA T2P4Z4

TOTAL INSTRUMENTS: 001

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 29 DAY OF JUNE,
2019 AT 09:03 A.M.

ORDER NUMBER: 37528699

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

7648FT .

ORDER NUMBER: 38279653

This is Exhibit C referred to in the Affidavit of
Julie Holland
Sworn before me this 13
day of January, 20 20
A Commissioner for Oaths in and for the Province of Alberta

JEFFREY B. WOODRUFF
Barrister and Solicitor
Commissioner for Oaths, Notary Public
in and for the Province of Alberta
100, 2886 SUNRIDGE WAY NE
CALGARY, ALBERTA T1Y 7H0

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

THE LAND TITLES ACT

(Section 21)

CERTIFICATE

Dear Sir/Madam:

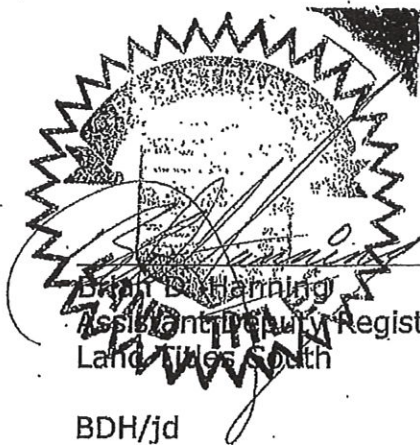
Re: Missing Instrument

Pursuant to Section 21 of the Land Titles Act, I hereby certify that registered document:

Numbered **7648 F.T.**

has been lost, mislaid or destroyed and has not been micro photographed.

Yours truly,



Brian D. Hanning
Assistant Deputy Registrar
Land Titles South

BDH/jd

Certified Under Dec. 71

Issued June 03, 05 PM

July 25th, 2006

1. All lot areas and dimensions are shown on this plan.

ORIGINAL

Plan Cert No. 3156
New 7th Dec 1946

MOUNT ROYAL CALGARY

Resubdivision of
LOTS A & B BLOCK 90, LOTS A & B BLOCK 91 & BLOCK X,
DECR PLAN NO 7080 A.J. in
SE 1/4 SEC 9, TR 24, R 1 W 5 T 1 M,
ALBERTA

By E. B. Barlett, A.L.S., 1946

ALBERTA CHARTERED SURVEYORS
Approved by the Registrar
of Deeds on 12th Dec 1946
No. 3605 F.D. (10.47)

Scale 100 feet = 1 inch

Charleston, Pacific Railway, City,
Dept. of Natural Resources,
Calgary, Alberta

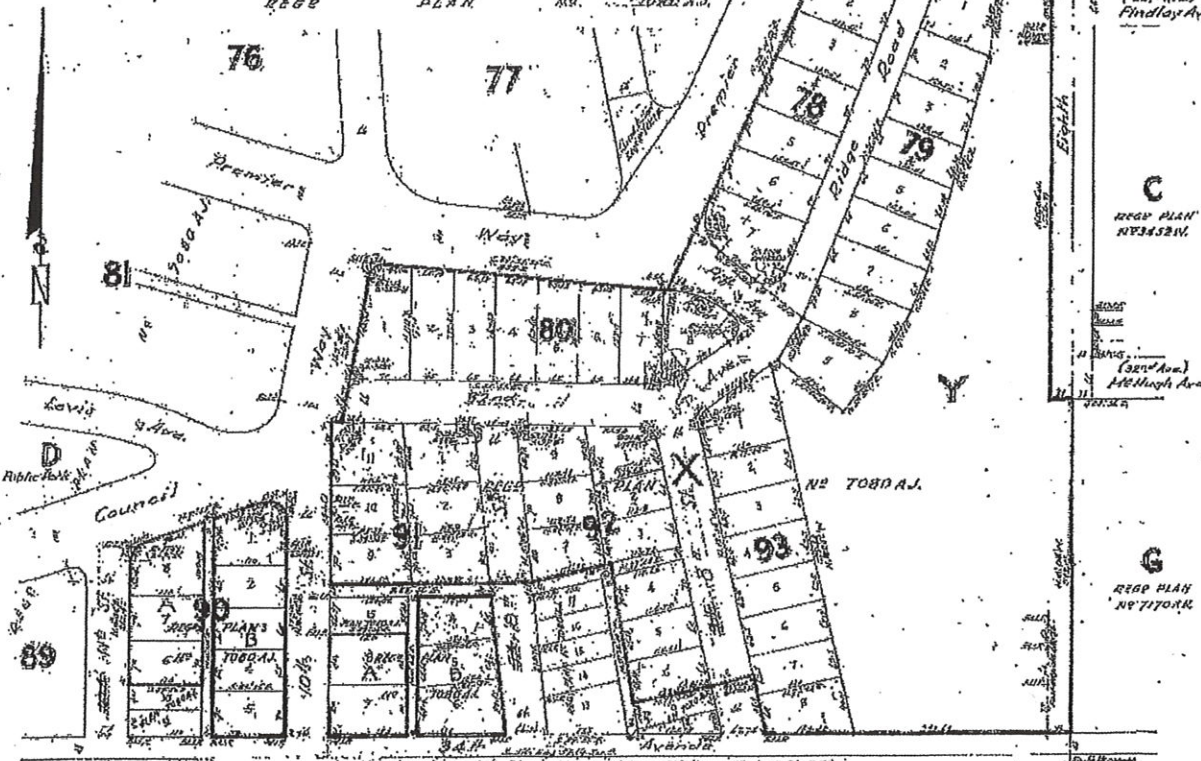
W. H. ...
Calgary, Alberta, 12th Dec 1946

I, the undersigned, being a duly qualified and sworn Surveyor of the Province of Alberta, do hereby certify that the above plan is a true and correct copy of the original plan as filed in my office on the 12th day of December 1946.

I, the undersigned, being a duly qualified and sworn Surveyor of the Province of Alberta, do hereby certify that the above plan is a true and correct copy of the original plan as filed in my office on the 12th day of December 1946.

I, the undersigned, being a duly qualified and sworn Surveyor of the Province of Alberta, do hereby certify that the above plan is a true and correct copy of the original plan as filed in my office on the 12th day of December 1946.

W. H. ...
Calgary, Alberta, 12th Dec 1946



PLAN 10 47
I certify that the title instrument is a true and correct copy of the original instrument as filed in my office on the 12th day of December 1946.

12/20/46
1946 THE 20th DECEMBER
W. H. ...
Calgary, Alberta

36 REGD PLAN NO 7080 A.J.
22 REGD PLAN NO 7170 K

This is Exhibit 36 referred to in the Affidavit of
65 J. Woodruff
Sworn before me this 13 day of January, 20 20

A Commissioner for Oaths in and for the Province of Alberta
JEFFREY B. WOODRUFF
Barrister and Solicitor
Commissioner for Oaths, Notary Public
in and for the Province of Alberta
100 - 2886 SUNRIDGE WAY NE
CALGARY, ALBERTA T1Y 7H9

3605 F.D. (10.47)



Heidi C. Kalyniuk
Specialist
Real Estate

7550 Ogden Dale Road SE
Calgary Alberta
Canada T2C 4X9

T 403.319.7904
C
E heidi_kalyniuk@cpr.ca

December 5, 2019

VIA EMAIL PDF

Glenn & Card Law LLP
#100, 2886 Sunridge Way N.E.
Calgary, AB T1Y 7H9

Attention: Mr. Jeff Woodruff

Dear Sir:

Re: Restrictive Covenant No. 7648FT on Lot 8, Block 80, Plan 3605FO, Calgary, AB.

Further to your request, please note Canadian Pacific Railway Company no longer has any interest in Restrictive Covenant 7648FT registered on Title No. 091 285 042.

Canadian Pacific Railway Company neither consents nor opposes any effort for removal or discharge of Restrictive Covenant 7648FT from the lands described above.

Yours truly,

Heidi C. Kalyniuk
Specialist, Real Estate West
403.319.7904

/hek

This is Exhibit "E" referred to in the Affidavit of
Julie Holland
Sworn before me this 13
day of January, 2020
A Commissioner for Oaths in and for the Province of Alberta

JEFFREY B. WOODRUFF
Barrister and Solicitor
Commissioner for Oaths, Notary Public
in and for the Province of Alberta
100, 2886 SUNRIDGE WAY NE
CALGARY, ALBERTA T1Y 7H9

Pat Pears

From: Heidi Kalyniuk <Heidi_Kalyniuk@cpr.ca>
Sent: December-09-19 2:28 PM
To: Pat Pears
Subject: RE: Non Interest Letter re Request to Discharge Caveat # 7648FT - City of Calgary, AB.

Hi Pat,

No, I don't, sorry. I am going by past requests within the City of Calgary and around this area (Mount Royal, Bridgeland). Usually these caveats cover restrictions dealing with building within 20 feet of either the property boundary or street/lane etc. On all such requests dealing with that issue, I send the standard non interest letter.

Heidi

From: Pat Pears <Pat@gclawyers.ca>
Sent: Monday, December 9, 2019 1:58 PM
To: Heidi Kalyniuk <Heidi_Kalyniuk@cpr.ca>
Subject: RE: Non Interest Letter re Request to Discharge Caveat # 7648FT - City of Calgary, AB.

This email did not originate from Canadian Pacific. Please exercise caution with any links or attachments.

Hi Heidi,

Any chance you have a copy of the RC 7648 FT that you could share with me.

Apparently there is a note on the Land Titles file that they have lost the instrument and it can not be located.

This is Exhibit "F" referred to in the Affidavit of
Julie Holland
Sworn before me, this 13
day of January, 2020
A Commissioner for Oaths in and for the Province of Alberta

Pat Pears

Direct line: 587 392 3738

Real Estate Paralegal | **GLENN & CARD LAW LLP**
#100, 2886 Sunridge Way N.E. CALGARY, ALBERTA | T1Y 7H9
P. 403-291-2532 | REAL ESTATE FAX: 403-291-2614 | MAIN FAX: 403-291-2534 |
www.gclawyers.ca

JEFFREY B. WOODRUFF
Barrister and Solicitor
Commissioner for Oaths, Notary Public
in and for the Province of Alberta
100, 2886 SUNRIDGE WAY NE
CALGARY, ALBERTA T1Y 7H9

| LITIGATION | EMPLOYMENT | INJURY | FAMILY | WILLS | ESTATES | REAL ESTATE | CORPORATE | CRIMINAL
Note: The information contained in this message may be privileged and confidential and thus protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you

From: Heidi Kalyniuk [mailto:Heidi_Kalyniuk@cpr.ca]
Sent: December-06-19 2:21 PM
To: Pat Pears
Cc: Heidi Kalyniuk
Subject: Non Interest Letter re Request to Discharge Caveat # 7648FT - City of Calgary, AB.

Hi Pat:

Thank you for the plan. I thought this might be a case when I realized this was inside the City. Please see appended letter for your further use as required.

Heidi



Heidi C. Kalyniuk
Specialist, Real Estate
O 403-319-7904

7550 Ogden Dale Road SE
Calgary AB T2C 4X9

From: Pat Pears <Pat@gclawyers.ca>
Sent: Monday, December 2, 2019 2:16 PM
To: Heidi Kalyniuk <Heidi_Kalyniuk@cpr.ca>
Subject: RE: Request to Discharge Caveat # 7648FT - City of Calgary, AB.

This email did not originate from Canadian Pacific. Please exercise caution with any links or attachments.

Hi Heidi,

1002 32 Avenue SW and the plan is attached.

Thanks for your help on this one.

Pat Pears

Direct line: 587 392 3738

Real Estate Paralegal | GLENN & CARD LAW LLP
#100, 2886 Sunridge Way N.E. CALGARY, ALBERTA | T1Y 7H9
P. 403-291-2532 | REAL ESTATE FAX: 403-291-2614 | MAIN FAX: 403-291-2534 |
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From: Heidi Kalyniuk [mailto:Heidi_Kalyniuk@cpr.ca]
Sent: December-02-19 9:52 AM
To: Pat Pears
Cc: Heidi Kalyniuk
Subject: Request to Discharge Caveat # 7648FT - City of Calgary, AB.

Hi Pat:

Your email has been passed along to me as I handle these types of requests.

Can you please advise me where this property is located within the City of Calgary and also provide me with a copy of Plan 3605FO. Thank you.

Heidi



Heidi C. Kalyniuk
 Specialist, Real Estate
 O 403-319-7904

7550 Ogden Dale Road SE
 Calgary AB T2C 4X9

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----- IMPORTANT NOTICE - AVIS IMPORTANT -----

Total Control Panel

[Login](#)

To: pat@gclawyers.ca

Message Score: 1

High (60): Pass

From:

My Spam Blocking Level: Medium

Medium (75): Pass

prvs=92438e2185=heidi_kalyniuk@cpr.ca

Low (90): Pass

[Block this sender](#)

[Block cpr.ca](#)

This message was delivered because the content filter score did not exceed your filter level.

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----- IMPORTANT NOTICE - AVIS IMPORTANT -----

Google Maps 1002 32 Ave SW



Imagery ©2020 Maxar Technologies, S. Alberta MD's and Counties, Map data ©2020 50 m

This is Exhibit "H" referred to in the Affidavit of

Julie Holtzner

Sworn before me this 13

day of January, 20 20

A Commissioner for Oaths in and for the Province of Alberta

JEFFREY B. WOODRUFF

Barrister and Solicitor

Commissioner for Oaths, Notary Public

in and for the Province of Alberta

100, 2886 SUNRIDGE WAY NE

CALGARY, ALBERTA T1Y 7H9

This is Exhibit "A" referred to in the Affidavit of
JULIE HOLLAND
Sworn before me this 13
day of January, 2020

 **myProperty**
A Commission for Oaths in and for the Province of Alberta

JEFFREY B. WOODKUFF
Barrister and Solicitor
Commissioner for Oaths, Notary Public
in and for the Province of Alberta
100, 2886 SUNRIDGE WAY NE
CALGARY, ALBERTA T1Y 7H0

Property Details

Property:
1002 32 AV SW
MyCalgary Services
Collection Schedule

Land Use R-C1 Residential - Contextual One Dwelling
R-C1 is a residential designation that is primarily for single detached homes.
1P2007

Policy
Municipal Development Plan
Calgary Transportation Plan
Planning Policies
Inner City

Building Year(s) of Construction:
1955

Ward 11
Councillor: JEREMY FARKAS
Ward Website

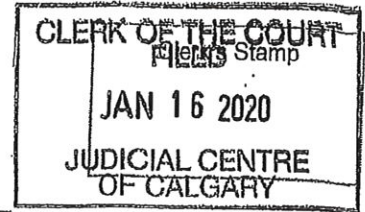
Community of ELBOW PARK
A Developed Area

Property Reports
Property Assessment
Questions and Comments

The property assessment values (shown in blue) are for information only. There are residential, non-residential and multi-residential properties that are tied to a land parcel, unless they are part of a condominium when or are a building within a manufactured



COURT FILE NUMBER 2001-00830
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



IN THE MATTER OF SECTION 48 AND SECTION 21 OF THE LAND TITLES ACT,
R.S.A., 2000, c. L-4

IN THE MATTER OF AN APPLICATION OF JULIE HOLLAND APPLYING TO DISCHARGE
CAVEAT NUMBER 7648FT . REGISTERED AGAINST THE LANDS LEGALLY
DESCRIBED AS:

PLAN 3605FO, BLOCK 80, LOT 8, EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK SAME .

DOCUMENT ORDER FOR SUBSTITUTIONAL SERVICE

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Glenn & Card Law LLP
Barristers and Solicitors
100, 2886 Sunridge Way NE
Calgary, AB T1Y 7H9
Attn: Jeffrey B. Woodruff

Phone: 403-291-2532
Fax: 403-291-2534
File No. 102815050
Box #: 10

DATE ON WHICH ORDER WAS PRONOUNCED:

16
January 14, 2020

NAME OF MASTER WHO MADE THIS ORDER:

Mason

LOCATION OF HEARING:

Calgary, Alberta

UPON THE EX PARTE APPLICATION of the Applicants; AND UPON HAVING READ the Affidavit JULIE HOLLAND; AND UPON HEARING representations from counsel for the Applicant;

IT IS HEREBY ORDERED THAT:

1. The Originating Application in the within matter, the Affidavit of JULIE HOLLAND, and this Order may be served upon the following parties by posting to the door or by placing in the mail receptacle of the address listed on the certificate of title for the properties listed below:

PLAN 3605FO
BLOCK 78
LOTS 1, 2, 3, 4, 5, 6, 7

PLAN 3605FO
BLOCK 80
LOTS 2, 3, 4, 5

PLAN 3605FO
 BLOCK 90
 LOTS 2, 3, 5, 6, 7

PLAN 3605FO
 BLOCK 91
 LOTS 1, 4, 8, 9, 10

PLAN 3605FO
 BLOCK 92
 LOTS 1, 7, 9

PLAN 3605FO
 BLOCK 93
 LOTS 1, 3, 4, 5, 6, 7, 8, 9, 10

TITLE NUMBERS: 031157881
 081146350
 131020558
 131183185
 131202638
 161120136
 181137614
 901272386

JM ✓
 ✓
 JM

2. The ^{president of the} community association for the neighborhood shall also be served by way of flag in the mail in the receptacle or post to the door.

3. Rule 6.13 is hereby waived.



Master of the Court of Queen's Bench of Alberta

JM