

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

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**5783HU .**

**ORDER NUMBER: 32561900**

**ADVISORY**

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FORM 39  
LAND TITLES ACT (SECTION 61)  
AFFIDAVIT OF TRANSFER

CANADA  
Province of Alberta  
TO WIT:

I, Sam Hoad  
(Name)  
of Calgary  
(Residence)  
make oath and say

FOR  
(Occupation)

1. I am (one of) the (or agent of the transferee) named in the within or annexed transfer and I know the lands therein described.

2. I know the circumstances of the said transfer and the true consideration paid by me is as follows:

The transfer paid \$404,340.00 for the within described lands including Block A, C, 8, & 9 in the subdivision which vested in the City of Calgary on registration of the plan of subdivision. The value of Block A, C, 8 & 9 is \$65,750.00. The value of Block B is \$21,720.00. Lot 6 in Block 1 is \$1,660.00. Lot 21 in Block 7 is \$31,620.00. Lot 22 in Block 7 is \$3,400.00. The balance of the purchase price of \$303,240.00 is allocated to the remaining 131 lots i.e. at \$2,317.00 per lot.

3. The transferor named in the said transfer is the person from whom I acquired the said lands.

The difference between \$404,340.00 and \$404,340.00 is paid for an adjustment in the mortgage following registration of the plan of subdivision.

4. The present value of the land, in my opinion is \$23,377.22 as shown in the foregoing.

SWORN BEFORE ME at the City of Calgary in the Province of Alberta on this 15th day of January A.D. 1952 (signature)

A Commissioner for Oaths in and for the Province of Alberta.

AFFIDAVIT OF EXECUTION

CANADA } I,  
Province of Alberta } of the  
TO WIT: } in the Province of Alberta, (Occupation)  
make oath and say:

1. That I was personally present and did see

named in the within instrument, who personally known to me to be the person named therein, duly sign and execute the same for purposes named therein.

2. That the same was executed at the of and that I am the subscribing witness thereto in the Province of Alberta

3. That I know the said

SWORN BEFORE ME at the of in the Province of Alberta, this day of A.D. 1952

A Commissioner for Oaths in and for the Province of Alberta

(If this document is executed by any person outside the Province of Alberta, a Notary Public must take the affidavits of each person and affix his seal.)

(Give full details, cash assumption of mortgage, exchange or other consideration with cash value of same)

(If otherwise give particulars)

"Land" includes buildings and all other improvements affixed to the land.

23377.22

"THE LAND TITLES ACT"

# TRANSFER OF LAND

*201*

**J. ANJULIN FARMS LIMITED**, a body corporate with registered office in the City of Calgary, in the Province of Alberta,

Insert full name, address and occupation, of Transferor.

being registered owner of an estate in fee simple, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten, or endorsed hereon in all that certain tract of land situate in the Province of Alberta, being composed of

Lots One (1) to Eighteen (18) inclusive in Block One (1); Lots One (1) to Twenty (20) in Block Two (2); Lot "B" in Block Two (2) containing 3.62 acres more or less; Lots One (1) to Thirty Five (35) inclusive in Block Three (3); Lots One (1) to Eighteen (18) inclusive in Block Four (4); Lots One (1) to Twelve (12) inclusive in Block Five (5); Lots One (1) to Ten (10) inclusive in Block Six (6); Lots One (1) to Twenty (20) inclusive in Block Seven (7) and Lot Twenty - One (21) and Twenty - Two (22) in Block Seven (7) containing as to Lot Twenty - One (21) 0.52 of an acre more or less and as to Lot Twenty - Two (22) 0.65 of an acre more or less 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 BEL-AIRE CALGARY 5815 H. T. Excepting thereout all coal and all other minerals.

*OK*

do hereby in consideration of the sum of Four Hundred and Four Thousand and Seven Hundred Dollars (\$404,700.00) and in further consideration of the covenants and conditions pertaining to all the said lands except Lot "B" in Block 2 and Lot 12 in Block 5 in the said plan which are annexed hereto and made part of this transfer paid to it by Bel-Aire Estates Ltd. a body corporate with registered office at the City of Calgary, in the Province of Alberta, Dollars

*Reg*

the receipt of which sum it hereby acknowledges, transfer to the said BEL-AIRE ESTATES LTD.

*W. M.*

Insert full name, address and occupation, of Transferee.

all its estate and interest in the said piece of land.

IN WITNESS WHEREOF/  
ANJULIN FARMS LIMITED has caused its corporate seal to be hereunto affixed, witnessed by the hands of its proper officers duly authorized in that behalf this 11th day of January A.D. 1963.  
signed by the said

Fill in name of Transferor.

in the presence of

ANJULIN FARMS LIMITED

Per: *W. M. [Signature]*  
President.

Per: *[Signature]*  
Secretary.

(WITNESS SIGN HERE)

(TRANSFEROR SIGN HERE)

CONSENT OF SPOUSE

I, \_\_\_\_\_ being married, do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by The Dower Act, to the extent necessary to give effect to the said disposition.

(Signature of Spouse)

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

- This document was acknowledged before me by \_\_\_\_\_ apart from \*her husband/his wife.
- \_\_\_\_\_ acknowledged to me that \*she/he;
  - Is aware of the nature of the disposition.
  - Is aware that The Dower Act, gives \*her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
  - Consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to \*her/him by The Dower Act, to the extent necessary to give effect to the said disposition;
  - Is executing the document freely and voluntarily without any compulsion on the part of \*her husband/his wife.

\*Strike out words which do not apply

DATED at \_\_\_\_\_

in the Province of Alberta.

day of \_\_\_\_\_

A.D. 19 \_\_\_\_\_

A Commissioner for Oaths in and for the Province of Alberta

DOWER AFFIDAVIT

CANADA  
Province of Alberta  
TO WIT:

I, \_\_\_\_\_ (Name in full)  
 of \_\_\_\_\_ (Residence) \_\_\_\_\_ (Occupation)  
 make oath and say:

- THAT I am the Transferor named in the within instrument.
  - THAT I am not married.
- or
- THAT neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

\*Strike out clause which does not apply

SWORN BEFORE ME at the \_\_\_\_\_

of \_\_\_\_\_ in the \_\_\_\_\_  
 Province of Alberta, this \_\_\_\_\_  
 day of \_\_\_\_\_ A.D., 19 \_\_\_\_\_

A Commissioner for Oaths in and for the Province of Alberta

COVENANTS AND CONDITIONS REFERRED TO IN THE  
TRANSFER DATED JANUARY 11, 1960 - ANJULIN  
FARMS LIMITED to BEL-AIRE ESTATES LTD.

1. The covenants and conditions hereinafter mentioned shall not apply to Lot B in Block 2 and Lot 12 in Block 5 in the said plan of subdivision.
2. Not more than one single family dwelling house with private garage attached or unattached thereto shall be erected or stand at any one time on any one lot in the said plan of subdivision. This restriction shall not prohibit a single family dwelling house being erected on any one lot resulting from a re-subdivision of lots provided the frontage and area of any building site are not reduced by such re-subdivision.
3. No such dwelling house shall be erected or stand on any one of the following lots in the said plan of subdivision, namely, Lots 1 to 20 inclusive in Block 2 which occupies a ground area of less than:
  - (a) 1200 square feet if the dwelling house is a single storey construction,
  - (b) 1000 square feet if the dwelling house is of one and one-half storey construction or split level,
  - (c) 850 square feet if the dwelling house is of two storey constructionand no such dwelling house shall be erected or stand on any one of the remaining lots in the said plan of subdivision which occupies a ground area of less than:
  - (a) 1400 square feet if the dwelling house is of single storey construction,

(b) 1200 square feet if the dwelling house is one and one-half storey construction or split level,

(c) 1000 square feet if the dwelling house is of two storey construction.

The dimensions of any attached garage, porch, verandah, breezeways, sunrooms, patios or other appurtenant structures shall be excluded in computing such minimum ground area.

4. No lot shall be used for any trade or business or otherwise than for private residential purposes only.

5. No dwelling house or garage attached or unattached shall be erected or stand on any one of the following lots in the said plan of subdivision, namely, Lots 6 to 9 inclusive, 13 and 14 in Block 1; Lots 19 and 20 in Block 2; Lots 1, 5, 9, 13, 17, 18, 22, 26, 30, 33, and 35 in Block 3; Lots 1, 4, 8, 9, 13, 17 and 18, in Block 4; Lots 1, 4, 8, 9 and 11 in Block 5; Lots 2, 5 and 7 to 10 inclusive in Block 6; and Lots 3; 7, 8, 11 to 13 inclusive, 17, 19 and 20 in Block 7 at a distance

(a) less than twenty (20) feet from the front property line of such lot,

(b) less than forty-five (45) feet from the rear property line of such lot,

(c) and less than a distance equal to ten (10%) per cent of the width of such lot or ten (10) feet from each of the side property lines of such lot whichever is the greater.

6. No dwelling house or garage attached or unattached shall be erected or stand on any one of the following lots in the said plan of subdivision, namely, Lots 10, 12, 15 and 17 in Block 1; Lots 2,

4, 6, 8, 10, 12, 14, 16, 19, 21, 23, 25, 27, 29, 31, 32 and 34 in Block 3; Lots 2, 3, 5, 7, 10, 12, 14 and 16 in Block 4; Lots 2, 3, 5, 7 and 10 in Block 5; Lots 3 and 4 in Block 6 and Lots 2, 4, 6, 14, 16, 18, 21 and 22 in Block 7 at a distance

- (a) less than thirty (30) feet from the front property line of such lot,
- (b) less than thirty-five (35) feet from the rear property line of such lot,
- (c) and less than a distance equal to ten (10%) per cent of the width of such lot or ten (10) feet from each of the the side property lines of such lot whichever is the greater.

7. No dwelling house or garage attached or unattached shall be erected or stand on any one of the following lots in the said plan of subdivision, namely, Lots 11, 16 and 18, in Block 1; Lots 3, 7, 11, 15, 20, 24 and 28 in Block 3; Lots 6, 11, 15 in Block 4; Lot 6 in Block 5 and Lots 1, 5 and 15 in Block 7 at a distance

- (a) less than forty (40) feet from the front property line of such lot,
- (b) less than twenty-five (25) feet from the rear property line of such lot,
- (c) and less than a distance equal to ten (10%) per cent of the width of such lot or ten (10) feet from each of the side property lines of such lot whichever is the greater.

8. No dwelling house shall be erected or stand on any one of the following lots in the said plan of subdivision, namely, Lots 1, 3



to inclusive in Block 1 and Lots 1, 5, 9, 13, 17 and 18 in Block  
2 a distance

- (a) less than twenty (20) feet from the front property line of such lot,
- (b) less than forty-five (45) feet from the rear property line of such lot,
- (c) and less than a distance equal to ten (10%) per cent of the width of such lot from each of the side property lines.

9. No dwelling house shall be erected or stand on any one of the following lots in the said plan of subdivision, namely, Lot 2 in Block 1 and Lots 2, 4, 6, 8, 10, 12, 14 and 16 in Block 2 at a distance

- (a) less than thirty (30) feet from the front property line of such lot,
- (b) less than thirty-five (35) feet from the rear property line of such lot,
- (c) and less than a distance equal to ten (10%) per cent of the width of such lot from each of the said property lines of such lot.

10. No dwelling house shall be erected or stand on any one of the following lots in the said plan of subdivision, namely, Lots 3, 7, 11 and 15 in Block 2 at a distance

- (a) less than forty (40) feet from the front property line of such lot,
- (b) less than twenty-five (25) feet from the rear property line of such lot,

(c) and less than a distance equal to ten (10%) per cent of the width of such lot from each of the side property lines of such lot.

11. No dwelling house or garage attached or unattached shall be erected or stand on Lots 9 and 10 in Block 7 in the said plan of subdivision at a distance,

(a) less than twenty (20) feet from the front property line of such lot,

(b) and less than a distance equal to ten (10%) per cent of the width of such lot or ten (10) feet from each of the side property lines of such lot whichever is the greater.

12. Notwithstanding the restrictions contained in sub-paragraph (c) of paragraph 5 to 10 inclusive and sub-paragraph (b) of paragraph 11, no dwelling house or garage attached or unattached shall be erected or stand on any one lot in the said plan of subdivision at a distance of less than twenty (20) feet from the street or avenue.

13. No dwelling house or garage attached or unattached shall be erected or stand on Lots 1 and 6 in Block 6 at a distance less than twenty (20) feet from the street or avenue and less than twenty (20) feet from the property lines of the adjacent lots.

14. All measurements shall be made in the same manner as similar measurements are made pursuant to the building and zoning bylaws of the City of Calgary.

15. No portion of any one lot in the said plan of subdivision shall be used for the purposes of burning and storing garbage and refuse unless such refuse and garbage containers are concealed underground or built into the garage or dwelling house in such a manner to be readily accessible for collection and disposal.

15. The covenants and conditions shall be binding on the transferor and the transferee respectively and their respective executors, administrators, successors and assigns and shall be deemed to be covenants and conditions running with the land for the benefit of the transferor and transferee and all owners thereof from time to time.