

3. 2. 0.
1958

DATED the

3684 L.B.

day of May

A.D. 1958

THE CITY OF EDMONTON

Reg's Fee	57
Ex. Ref.	3e
Ass'ce Fee	
ALPHILLEPS BUILDING LTD.	
S.C.	
S.R.	

106 F158
 111 D158

Lots 165 and 166
 Block 3
 H.B.R.
 Plan B-1

[Handwritten signature]

CAVEAT

[Handwritten initials]

I certify that the within instrument
 duly Entered and Registered in the
 Titles Office for the Province of
 Alberta, at the
 Registration District of
 Province of Alberta, on the
 28th day of May
 A.D. 1958, in Book
 L.B., folio 112

[Handwritten signature]
 Registrar
 M.A.B.E.

[Handwritten signature]
 Legal

The City of Edmonton,
 LAND DEPARTMENT.

#7.00
[Handwritten initials]

3684 LB

C A V E A T

To
The Registrar, Land Titles Office,
North Alberta Land Registration District,

TAKE NOTICE that The City of Edmonton, a Municipal Corporation, claims an estate or interest in the following land, namely:

Lots One Hundred and Sixty-five (165) and One Hundred and Sixty-six (166) in Block Three (3) Hudson's Bay Reserve, a subdivision of the City of Edmonton, in the Province of Alberta of record in the Land Titles Office for the North Alberta Land Registration District as Plan B-1.

standing in the Register in the name (s) of Phillips Building Ltd.
under Certificate(s) of Title No(s) 106-F-158

under an undertaking in writing dated the 21st day of May 1958, signed by Phillips Building Ltd.
copy of which is attached hereto;

AND The City of Edmonton forbide the registration of transfer or of any instrument affecting the said estate or interest unless such be expressed to be subject to its claim. It appoints the office of the City Solicitor, Civic Block, Edmonton, as the place at which notices and proceedings relating there-to may be served.

DATED at Edmonton, Alberta, this 22nd day of May 1958

Harry F. Wilson
HARRY F. WILSON, Assistant City
Solicitor for The City of Edmonton,
Agent for the above named Caveator.

CANADA)
PROVINCE OF ALBERTA) I, HARRY F. WILSON, of Edmonton, in the Province
TO WIT:) of Alberta, Assistant City Solicitor for the City
of Edmonton, MAKE OATH AND SAY:

- 1. I am the agent in this behalf of the within named Caveator.
- 2. I believe that The City of Edmonton has a good and valid claim upon the said land, 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 there-with.

SWORN before me at Edmonton, in the Province of Alberta, this 22nd day of May A.D. 1958

John Palmer
A Commissioner for Oaths, Alberta.


Harry F. Wilson

DATED this 21 day of MAY A.D. 1958

PHILLIPS BUILDING LTD.

A G R E E M E N T

Legal Department,
City Hall,
Edmonton, Alberta.



A G R E E M E N T

WHEREAS Phillips Building Ltd, a body corporate, having its head office in the City of Edmonton, Province of Alberta (hereinafter called the "Applicant), is the registered owner of the following land within the City of Edmonton, Province of Alberta, namely:-

Lots One Hundred and Sixty-five (165) and One Hundred and Sixty-six (166) in Block Three (3), Hudson's Bay Reserve, a subdivision of the City of Edmonton, in the Province of Alberta of record in the Land Titles Office for the North Alberta Land Registration District as Plan B-1,

(hereinafter called the "said land"); and

WHEREAS there is located on the said land a certain building owned and operated by the Applicant; and

WHEREAS the Applicant has made an application to the City Architect for a building permit authorizing the construction of window openings in the south wall of the said building overlooking vacant property; and

WHEREAS the City Architect has agreed to issue a building permit authorizing the said window openings insofar as he may legally do so and subject to the terms and conditions of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the issue of the necessary building permit by the City Architect and with respect to the said land the Applicant for itself, its successors and assigns covenants and agrees with the City of Edmonton that it shall carry out, comply with and observe with the intention that they shall run with the land and shall be binding upon itself, its successors and assigns and shall be for the benefit of and enforceable by the City of Edmonton its successors and assigns and any other person or persons seized or possessed of any part or parts of land in the vicinity of the said land, the restrictions hereinbefore mentioned which said restrictions shall remain in full force and effect until such time as the terms of this agreement are complied with and the Applicant for itself, its successors

and assigns covenants and agrees that it will exact the same covenants with respect to the said restrictions herein from all persons to whom it may in any manner dispose of the said land.

1. That the area of such openings shall not exceed 15 percent of the exposed wall area in the storey concerned.
2. That none of the proposed window openings shall be located closer than 20 feet measured in any direction to any adjoining building or structure.
3. That the said window openings must be one hour fire resistive fixed openings.
4. That in the event a building or structure is built on the adjoining property so as to reduce the required 20 foot space separation the openings thus affected shall be closed with material which will provide the fire resistive quality required for this exterior wall.
5. That the City Architect may require the window openings to be closed for any reasonable cause.
6. That the City of Edmonton shall have the right to file a Caveat against the said land in order to inform any person dealing therewith concerning the nature and extent of this agreement.

IN WITNESS WHEREOF the Applicant has executed this agreement

this *21st* day of *May* A.D. 1958.

SIGNED, SEALED and DELIVERED
in the presence of

H. Siemens

PHILLIPS BUILDING LTD.

[Signature]

APPROVED

As to Form.....*[Signature]*
City Solicitor

As to Contents.....*[Signature]*
Head of Department

As to Principle.....
City Commissioners