

No.

DATED.....19.....

THE
CANADIAN PACIFIC RAILWAY CO.

AND

CONTRACT

CALGARY

SUNALTA SUBURB

No. 2

TUPPER, GALT, TUPPER, MINTY & McTAVISH

Solicitors for Land Department

WINNIPEG, MAN.

No.

CANADIAN PACIFIC RAILWAY COMPANY

This Contract, made this day of in the year 19..... BETWEEN THE CANADIAN PACIFIC RAILWAY COMPANY (hereinafter called 'The Company') AND

hereinafter called 'The Purchaser,' WITNESSETH that in consideration of the conditions and stipulations herein contained, and the payments to be made as hereinafter specified, the performance of each and every of the said conditions and stipulations as well as the said payments being hereby expressly declared a condition precedent and of the essence of this Contract, the Company hereby agrees to sell to the Purchaser

Lot Numbered in Block Numbered in Sunalta, Suburb of the City of Calgary according to a map or plan of said Suburb filed in the Land Titles Office at Calgary as Number..... for the sum of Dollars,

on which the said purchaser has paid the sum of Dollars, on account of the principal, and the said purchaser in consideration of the premises, hereby agree to pay to the said Company at the Office of the Land Department of THE CANADIAN PACIFIC RAILWAY COMPANY, at the City of Winnipeg, the following sums of principal and interest at the several times named below:

WHEN DUE	PRINCIPAL		INTEREST		WHEN DUE	PRINCIPAL		INTEREST	
	\$	c.	\$	c.		\$	c.	\$	c.
2nd Payment 19.....									
3rd Payment 19.....									

And the Purchaser hereby Agree and bind heirs and assigns, and this contract is made on the express stipulations and conditions:

That all improvements placed upon such land shall remain thereon and shall not be removed or destroyed until final payment has been made for the said land.

That he will punctually pay the sums of money above specified as each of the same becomes due, and will pay interest at the rate of eight per centum per annum upon all payments in default, whether of principal or interest.

That he will regularly and duly pay all such taxes and assessments as may be lawfully imposed upon said land or said improvements. And if the Purchaser or approved Assignee, as the case may be, shall fail to pay said taxes, the Company may, on behalf of the Purchaser or approved Assignee pay the same and the amount so paid shall be payable forthwith by the Purchaser legal representatives or assigns, to the Company, with interest at the rate of six per centum per annum.

That if the lots hereby purchased are not included among the following lots, namely, Lots 3, 4, 5 and 6 in Block 222; Lots 10 and 11 in Block 223; Lots 14 and 17 to 24 both inclusive in Block 224; Lots 1 to 10 both inclusive in Block 230; Lots 1 to 37 both inclusive in Block 231; Lots 1 to 10 both inclusive in Block 232; Lots 11 to 14 both inclusive in Block 237; Lots 1 to 9 both inclusive in Block 242; Lots 11 to 23 both inclusive in Block 248; Lots 1 and 2 in Block 249; he will not erect or use or cause or suffer or permit to be erected or used or placed upon the land hereby purchased any mercantile or business building, or livery stable, and will not erect or cause or suffer or permit to be erected or placed on any one of the lots hereby purchased more than one house and outbuildings in connection therewith and said house shall be used only as a single dwelling house.

That if the lots hereby purchased are included among the following lots, namely, Lots 14, and 17 to 24 both inclusive in Block 224; Lots 1 to 10 both inclusive in Block 229; Lots 1 to 20 both inclusive in Block 230; Lots 1 to 37 both inclusive in Block 231; Lots 1 to 20 both inclusive in Block 232; Lots 1 to 10 both inclusive in Block 233; Lots 11 to 14 both inclusive in Block 237; Lots 1 to 9 both inclusive in Block 242; Lots 16 to 24 both inclusive in Block 247; Lots 1 to 8, and 11 to 27 all inclusive in Block 248; Lots 1 to 13 both inclusive in Block 249; he will not erect or cause or suffer or permit to be erected or placed upon the land hereby purchased any building, excepting outbuildings in connection with a dwelling house that shall cost less than Five Hundred Dollars (\$500.00).

That if the lots hereby purchased are among the following lots, namely, Lots 1 to 6 both inclusive in Block 221; Lots 1 to 8 both inclusive in Block 222; Lots 11 and 12 in Block 223; Lots 1 and 2 in Block 224; Lots 1 to 4 both inclusive in Block 227; Lots 1 to 20 both inclusive in Block 228; Lots 11 to 20 both inclusive in Block 229; Lots 11 to 20 both inclusive in Block 233; Lots 1 to 6 both inclusive in Block 234; Lots 7 to 10 both inclusive and 15 and 16 in Block 237; Lots 9 to 22 both inclusive in Block 238; Lots 11 to 17 both inclusive in Block 239; Lots 1 to 15 both inclusive in Block 241; Lots 10 to 18 both inclusive in Block 242; Lots 1, 2 and 3 in Block 243; Lots 1 to 19 both inclusive in Block 246; Lots 1 to 15 both inclusive in Block 247; Lots 9 and 10 in Block 248; Lots 14 to 20 both inclusive in Block 249; he will not erect or cause or suffer or permit to be erected or placed upon the land hereby purchased any building, excepting outbuildings in connection with a dwelling house that shall cost less than One Thousand Dollars (\$1,000.00).

That if the lots hereby purchased are among the following lots, namely, Lots 1 to 9 both inclusive in Block 223; Lots 3 to 13 both inclusive and 15

in Block 248; Lots 14 to 20 both inclusive in Block 249; he will not erect or cause or suffer or permit to be erected or placed upon the land hereby purchased any building, excepting outbuildings in connection with a dwelling house that shall cost less than One Thousand Dollars (\$1,000.00.)

That if the lots hereby purchased are among the following lots, namely, Lots 1 to 9 both inclusive in Block 223; Lots 3 to 13 both inclusive and 15 and 16 in Block 224; Lots 1 to 19 both inclusive in Block 225; Lots 1 to 27 both inclusive in Block 226; Lots 5 to 11 both inclusive in Block 227; Lots 7 to 16 both inclusive in Block 234; Lots 1 to 30 both inclusive in Block 235; Lots 1 to 12 both inclusive in Block 236; Lots 1 to 6 and 17 to 21 all inclusive in Block 237; Lots 1 to 8 both inclusive in Block 238; Lots 1 to 10, 18 to 22 all inclusive in Block 239; Lots 1 to 22 both inclusive in Block 240; Lots 4 to 18 both inclusive in Block 243; he will not erect or cause or suffer or permit to be erected or placed upon the land hereby purchased any dwelling house that shall cost less than Two Thousand Dollars (\$2,000.00).

That if the lots hereby purchased do not abut upon the Banff Coach Road or upon Tenth Avenue or upon Seventeenth Street or upon Eighteenth Street North of Twelfth Avenue or upon Nineteenth Street he will not erect or cause or suffer or permit to be erected or placed upon the lots hereby purchased any dwelling house or other building within thirty (30) feet of any street, avenue or park limit and the terms dwelling house or building shall include any verandah, lean to or annex of any description whatsoever.

That if the lots hereby purchased abut upon the Banff Coach Road or on Seventeenth Avenue he will not erect or cause or suffer or permit to be erected or placed upon the lots hereby purchased any building within thirty (30) feet of any street or avenue line other than the north limit of the Banff Coach Road or Seventeenth Avenue.

That if the lots hereby purchased abut upon Tenth Avenue, Seventeenth Street, Eighteenth Street North of Twelfth Avenue or Nineteenth Street he will not erect or cause or suffer or permit to be erected or placed upon the lots hereby purchased any building within twenty (20) feet of the said Tenth Avenue, Seventeenth Street, Eighteenth Street or Nineteenth Street.

That he will not use, or suffer, or permit the lots hereby purchased, or any of them, to be used as a sand or gravel pit, or quarry and will not remove, or suffer, or permit to be removed from the said lots, any sand, gravel, stone, or other material, save such as may be necessary for improving the said lots, or building thereon subject to above covenants.

That he will insert covenants similar to the above in all agreements made by him for a re-sale of the said land or any part thereof. If the Purchaser, legal representatives, or assigns, shall pay the several sums of money aforesaid punctually at the several times above fixed and shall in like manner strictly and literally perform all and singular the aforesaid conditions, then his heirs or assigns approved as hereinafter provided, upon request at the Land Office of the Company, at the City of Winnipeg, and the surrender of this contract, shall be entitled to a Deed or Transfer conveying the said premises in fee simple freed and discharged from all encumbrances but subject to the reservations, limitations, provisos and conditions expressed in the original grant from the Crown and in this agreement.

But if the Purchaser or approved Assignee, as the case may be, shall fail to make the payments aforesaid, or any of them within the times above limited respectively, or fails to carry out in their entirety the conditions of this Contract in the manner and within the times above mentioned, the times of payment as aforesaid as well as the strict performance of each and every of the said other conditions and stipulations being a condition precedent and of the essence of this Contract, then the Company shall have the right to declare this contract null and void by a notice in writing to that effect, personally served on the Purchaser or mailed in a registered letter addressed to at the Post Office named below, or in case of an approved assignment, personally served on the Assignee or addressed to the Assignee at the Post Office or place of residence described in the assignment, or in case of the death of the Purchaser or Assignee and no will of the deceased being proved or personal representative appointed to the estate in the Province or Territory where the said land is situate within one year after the death of the deceased then the Company shall have the right to declare this Contract null and void without any notice by cancelling the same in their books and all rights and interests hereby created or then existing in favor of the Purchaser or approved Assignee, or derived under this contract, shall thereupon cease and determine, and the premises hereby agreed to be sold, shall revert to and revert in the Company without any further declaration of forfeiture or notice or act of re-entry, and without any other act by the Company to be performed, or any suit or legal proceedings to be brought or taken, and without any right on the part of the said Purchaser or Assignee to any reclamation or compensation for moneys paid thereon. In case the Company at any time hereafter become entitled to cancel this Contract, they shall without prejudice to their right thereafter to cancel, have the right to enter upon, have, hold, use, occupy, possess and enjoy the said land and any improvements thereon, without let, suit, hindrance, interruption or denial of the Purchaser, heirs or assigns, or any other person or persons whomsoever, and to occupy the said land personally or by their servant or agent, or to lease the same to any person, firm or corporation, applying on this Contract the net amount received by the Company therefrom after payment of all costs, charges, and expenses in connection therewith, the Company to have entire discretion in their own option, as to the method, the manner and price of such occupation or letting.

If squatters or other persons shall be found on any of the said lands, or to have any claim thereto, the Purchaser hereby undertake their removal or the settlement of such claim, and to obtain possession of said lands at own cost and expense, unless determine to abandon the property adversely possessed or claimed, of which determination notice in writing shall be given to the Land Commissioner of the Company within one month from discovery of the fact of adverse possession or claim, but in case of adverse possession or claim, the Company shall have the right to cancel the sale. And if the Purchaser shall so abandon the property, or if such adverse possession or claim shall be maintained, or should prove to be under valid title, or if the sale should be cancelled by the Company, the Purchaser shall have no claim for damages, nor upon any other ground, upon the Company, save and except for the return, with interest, of the payment made on account of the lands withheld from

No assignment of this Contract shall be valid unless the same shall be for the entire interest of the Purchaser, and approved and countersigned by the Commissioner of the Land Department or other duly authorized person, and no agreement or conditions or relations between the Purchaser and Assignee or any other person, acquiring title or interest from or through the Purchaser shall preclude the Company from the right to convey the premises to the said Purchaser on the surrender of this agreement and the payment of the unpaid portion of the purchase money which may be due hereunder, unless the assignment hereof be approved and countersigned by the said Commissioner or other person as aforesaid.

In Witness Whereof the CANADIAN PACIFIC RAILWAY COMPANY have caused these presents in duplicate, to be signed by their Land Commissioner and the Purchaser hereunto set name on the day and year first above written.

WITNESS _____
As to Signature of Land Commissioner

LAND COMMISSIONER

WITNESS _____
As to Signature of Purchaser

PURCHASER

POST OFFICE ADDRESS