

CITY OF
LANGLEY



EXPLANATORY MEMO

HOUSING AGREEMENT BYLAW, 2024, NO. 3301

The purpose of Housing Agreement Bylaw No. 3301 is to secure 53 replacement rental apartment units to satisfy Policy 1.16.1 of the Official Community Plan (OCP), which requires a minimum of 44 secured rental units on this property under the OCP's one-to-one rental unit replacement requirement in connection with a proposed 283-unit apartment development at 5360 204 Street. The housing agreement and integral restrictive covenant (attached as Schedule "A") will ensure the rental tenure of the affected units is secured for the life of the building. The agreement was reviewed by the City's solicitors and generally based on the format and basic wording of a previous rental tenure protection housing agreement. Under Section 483 of the *Local Government Act*, housing agreements must be entered into by bylaw.

Schedule "A" to this Bylaw (the "Housing Agreement") has been signed by the property owner/applicant. It will also be signed by a financial institution as a charge holder to the property prior to the Bylaw advancing to Council for consideration of adoption. If adopted, as outlined in the Bylaw, the Housing Agreement would then be signed by the City.

CITY OF
LANGLEY



HOUSING AGREEMENT BYLAW, 2024

BYLAW NO. 3301

A Bylaw to enter into a housing agreement under Section 483 of the *Local Government Act*.

WHEREAS Council may, by bylaw, authorize the City to enter into a housing agreement under Section 483 of the *Local Government Act*;

NOW THEREFORE the Council of the City of Langley, in open meeting assembled, enacts as follows:

1. This bylaw shall be cited as "Housing Agreement Bylaw, 2024, No. 3301".
2. Council hereby authorizes the City of Langley to enter into a housing agreement pursuant to Section 483 of the *Local Government Act*, substantially in the form attached as Schedule "A" to this Bylaw (the "Housing Agreement"), in respect of the lands legally described as follows:

PID: 000-471-976

Lot 178, District Lot 36, Group 2, New Westminster District, Plan 53282

3. The Mayor and Corporate Officer are authorized to execute the Housing Agreement and the Corporate Officer is authorized to sign and file in the Land Title Office a notice of the signed Housing Agreement.

READ A FIRST, SECOND, AND THIRD TIME this day of , XXXX.

FINALLY ADOPTED this day of , XXXX.

MAYOR

CORPORATE OFFICER

SCHEDULE "A"

**HOUSING AGREEMENT AND SECTION 219 COVENANT
1337204 B.C. LTD. (5360 204 STREET)**



1. Application

Timothy H. Luk
YOUNG ANDERSON
1616 - 808 Nelson Street
Vancouver BC V6Z 2H2
6046897400

File No.: 80-361
 Cov-HA

2. Description of Land

PID/Plan Number	Legal Description
000-471-976	LOT 178 DISTRICT LOT 36 GROUP 2 NEW WESTMINSTER DISTRICT PLAN 53282

3. Nature of Interest

Type	Number	Additional Information
COVENANT		S.219
PRIORITY AGREEMENT		Granting the Covenant granted herein priority over CA9673630 and Assignment of Rents CA9673631

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1337204 B.C. LTD., NO.BC1337204
THE BANK OF NOVA SCOTIA (AS TO PRIORITY)

6. Transferee(s)

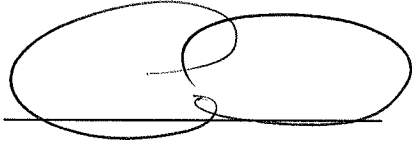
CITY OF LANGLEY
 20399 DOUGLAS CRESCENT
 LANGLEY BC V3A 4B3

7. Additional or Modified Terms

8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature



CONRAD WARKENTIN
Barrister & Solicitor
33832 South Fraser Way
Abbotsford, BC V2S 2G5

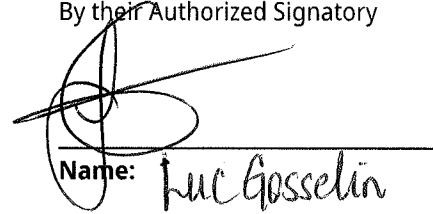
(as to both signatures)

Execution Date

YYYY-MM-DD
2024-11-28

Transferor / Transferee / Party Signature(s)

1337204 B.C. Ltd.
By their Authorized Signatory



Name: Luc Gosselin

Name: _____

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

(as to both signatures)

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

THE BANK OF NOVA SCOTIA (as to Priority)
By their Authorized Signatory

Name: _____

Name: _____

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

CITY OF LANGLEY
By their Authorized Signatory

Name:

Name:

(as to both signatures)

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

TERMS OF INSTRUMENT – PART 2
HOUSING AGREEMENT & 219 COVENANT

THIS AGREEMENT made the 20 day of November, 2024 is

BETWEEN:

CITY OF LANGLEY
20399 Douglas Crescent,
Langley, BC V3A 4B3

(the “**City**”)

AND:

1337204 B.C. LTD., INC.NO. BC1337204
104, 3550 Mt. Lehman Road
Abbotsford, BC V4X 2M9

(the “**Owner**”)

WHEREAS:

- A. The Owner is the legal and beneficial owner of those certain lands and premises located in the City of Langley, in the Province of British Columbia, legally described as:

Parcel Identifier: 000-471-976
LOT 178 DISTRICT LOT 36 GROUP 2 NEW WESTMINSTER DISTRICT PLAN
53282

(the “**Lands**”);

- B. The Owner proposes to use the Lands for constructing a multi-family residential building with 283 Dwelling Units (the “**Development**”);
- C. Section 483 of the *Local Government Act* permits the City to enter into and note on title to lands housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units, and rent that may be charged for housing units;
- D. Section 219 of the *Land Title Act* permits the registration of a covenant of a positive or a negative nature in favour of a municipality in respect of the use of, construction on, and subdivision of land;
- D. The Owner has voluntarily agreed to enter into this Agreement pursuant to Section 483 of the *Local Government Act* and Section 219 of the *Land Title Act* to ensure that the Rental Units (as defined herein) are constructed and used in accordance with this Agreement.

NOW THEREFORE in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid by the City to the Owner (the receipt of which is hereby acknowledged), the parties hereto covenant and agree, pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act*, as follows:

1. **Defined Terms** – In and for the purpose of this Agreement, in addition to the definitions on the first page of this document, the following terms shall have the following meanings:
 - (a) **“Agreement”** means this Agreement and any amendments to or modifications of the same;
 - (b) **“City”** means the City of Langley and any person authorized by the City of Langley, including assigns of whole or partial interest in this Agreement or of any of the rights conferred upon the City of Langley by this Agreement;
 - (c) **“City Personnel”** means all of the City’s elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, and invitees;
 - (d) **“Claims and Expenses”** means all actions, causes of actions, suits, judgments, proceedings, demands, and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity;
 - (e) **“Design Plans”** has the meaning set out in clause 3;
 - (f) **“Dwelling Unit”** means a residential dwelling unit located or to be located on the Lands;
 - (g) **“Owner”** means the person named on the first page of this Agreement and the legal and beneficial owner at any given time and any successors in title of the Lands and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then “Owner” means the legal and beneficial owner of a Rental Unit; and
 - (h) **“Rental Unit”** means a Dwelling Unit in the Development designated pursuant to this Agreement for residential rental purposes only.

Restriction on Use, Development, and Sale of the Lands

2. **Restriction on the Lands** – The Lands must not be used except in accordance with this Agreement.
3. **Development of the Lands** – The Lands must not be built upon or developed in any way unless such building or development includes and substantially conforms with the design plans, dated 24-11-20 and prepared by Keystone Architecture (Abbotsford, BC, 300 - 33131 South Fraser Way V2S 2B1), project #21172.1 a copy of which is attached as Schedule B (the **“Design Plans”**).

4. **No Separate Sale** – Any portion of the Lands containing a Rental Unit must not be sold or otherwise transferred separately from any other portion of the Lands containing a Rental Unit, such that the Rental Units may only be sold or transferred together, despite any subdivision of the Lands by any means whatsoever resulting in the Rental Units being subdivided into separate parcels.
5. **Release of Agreement** – Subsequent to any subdivision of the Lands creating separate legal parcels from any portion of the Lands which includes a Rental Unit, the owner in fee simple of such separate legal parcels may provide to the City a discharge of this Agreement, and the City will execute that discharge and return it to that owner for registration with the relevant land title office, such that those portions of the Lands which do not contain Rental Units will no longer be subject to this Agreement.

Use of the Dwelling Units

6. **Rental Units** - The Dwelling Units identified in Schedule A are Rental Units.
7. **Use and Tenancy of Rental Units** – Each Rental Unit must only be used as a residence occupied pursuant to a tenancy agreement validly entered into under the *Residential Tenancy Act*, and in accordance with this Agreement.
8. **Owner Occupancy** – The Rental Units must not be occupied as a residence by the Owner.
9. **Prohibition on Short-Term Rental** – The Rental Units must not be rented or used at any time for the purpose of short-term vacation rental, or for a term less than 30-days.
10. **Statutory Declaration** – The City may, from time to time, request the Owner to provide written proof of compliance with this Agreement, and such Owner agrees to provide, or cause an operator of the Lands to provide, the City with such proof in a form reasonably satisfactory to the City, including as a declaration made under oath.
11. **Compliance with Applicable Laws** – The management and operation of the Rental Units must comply with all applicable laws, including the *Residential Tenancy Act*, City bylaws, and any health and safety standards applicable to the Lands.

General

12. **Indemnity.** The Owner must indemnify and save harmless the City and City Personnel from all Claims and Expenses which the City and City Personnel may suffer, or incur, or be put to, arising out of or in connection with any breach or default of any covenants or agreements on the part of the Owner contained in this Agreement, the negligence or wilful misconduct on the Owner or any person for whom the Owner is legally responsible, or arising out of the fact that the Lands are encumbered by and affected by this Agreement.

13. **Release.** The Owner does hereby remise, release, and forever discharge the City and City Personnel from all Claims and Expenses which the Owner may have against the City and City Personnel, which the Owner now has or hereafter may have with respect to, or by reason of, or arising out of, or which would or could not occur but for the fact that the Lands are encumbered by and affected by this Agreement.
14. **Notice.** Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the Land Title Office, and in the case of the City addressed to:

City of Langley
20399 Douglas Crescent
Langley, BC
V3A 4B3

Attention: Development Services Department

or such other address as such party may direct. Any notice or other documents to be given or delivered pursuant to this Agreement will be sufficiently given or delivered if delivered to the particular party as its address set out or determined in accordance with this section and shall be deemed complete two (2) days after the day of delivery.

15. **Housing Agreement.** The Owner acknowledges and agrees that:
- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act* and a covenant under section 219 of the *Land Title Act*;
 - (b) the City may file notice of, and register, this Agreement in the Land Title Office pursuant to section 483(5) of the *Local Government Act* against the title to the Lands.
16. **Joint and Several.** Where the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
17. **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
18. **Agreement for Benefit of City.** The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner,

or any future owner or occupier of the Lands and any improvements on the Lands or any other person and the City may, at its sole option, execute a release of this Agreement at any time without liability to any person for so doing.

19. **Municipal Permits** – the Owner agrees that the City may withhold building permits and occupancy permits with respect to any building or other structure from time to time constructed or proposed to be constructed on the Lands, as the City may, in its sole discretion, consider necessary to ensure compliance with this Agreement.
20. **No Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof of the exercise of any other right.
21. **City Not Required to Prosecute.** The Owner agrees that the City is not required nor is it under any obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.
22. **Remedies.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity. In addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.
23. **Severability.** All the obligations and covenants in this Agreement are severable, so that if any one or more of the obligations or covenants are declared by a court of competent jurisdiction to be void and unenforceable, the balance of the obligations and covenants will remain and be binding.
24. **Personal Representatives and Successors.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, respective heirs, executors, administrators, successors, and assigns.
25. **Covenant Runs with the Lands.** This Agreement burdens and runs with the Lands and every parcel into which it is subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement acquire an interest in the Lands.
26. **Limitation on Owner's Obligations.** Notwithstanding anything in this Agreement, the Owner will not be liable under any of the covenants and obligations contained herein where such liability arises after the Owner ceases to have any further interest in the Lands or the Rental Units.
27. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

28. **Priority.** The Owner must at the sole expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands at the Land Title Office save and except those specifically approved in writing by the City.
29. **Further Assurances.** The Owner shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
30. **Interpretation.** In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
 - (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
 - (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
 - (g) time is of the essence;
 - (h) all provisions are to be interpreted as always speaking;
 - (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes a Tenant, agent, officer and invitee of the party;
 - (j) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".
31. **Entire Agreement.** This Agreement represents the entire agreement between the City and the Owner regarding the matters set out in this Agreement and supersedes all prior agreements, letters of intent or understandings about these matters.
32. **Schedules.** The following schedules are attached and form an integral part of this Agreement:

- (a) Schedule A – Rental Units;
- (b) Schedule B – Design Plans.

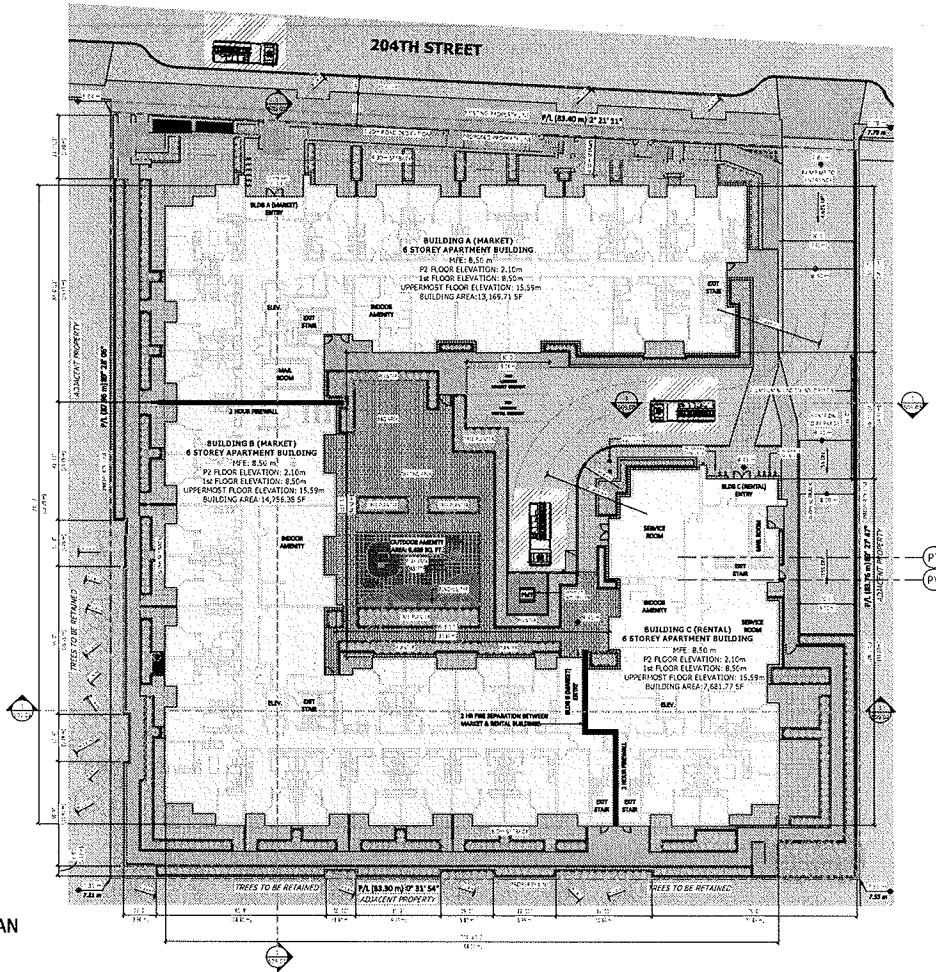
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the *Land Title Act* Form C which is attached to and forms part of this Agreement.

**SCHEDULE A
RENTAL UNITS**

The following Dwelling Units are designated Rental Units:

- A. All 53 Dwelling Units located within Building C, as identified in the Design Plans.

SCHEDULE B
DESIGN PLANS



SITE PLAN
DATE: 11.10.17

KEYSTONE
ARCHITECTURAL
CONSULTANTS
1000 WEST 10TH AVENUE
SUITE 1000
DENVER, CO 80202



24-11-20 ISSUED
FOR INFORMATION

NO. 01	SSA REVIEW	07/14
NO. 02	SSA CD	24/06/17
NO. 03	SSA CD	24/06/17
NO. 04	SSA CD	24/06/17
NO. 05	SSA CD	24/06/17
NO. 06	SSA CD	24/06/17
NO. 07	SSA CD	24/06/17
NO. 08	SSA CD	24/06/17
NO. 09	SSA CD	24/06/17
NO. 10	SSA CD	24/06/17
NO. 11	SSA CD	24/06/17
NO. 12	SSA CD	24/06/17
NO. 13	SSA CD	24/06/17
NO. 14	SSA CD	24/06/17
NO. 15	SSA CD	24/06/17
NO. 16	SSA CD	24/06/17
NO. 17	SSA CD	24/06/17
NO. 18	SSA CD	24/06/17
NO. 19	SSA CD	24/06/17
NO. 20	SSA CD	24/06/17
NO. 21	SSA CD	24/06/17
NO. 22	SSA CD	24/06/17
NO. 23	SSA CD	24/06/17
NO. 24	SSA CD	24/06/17
NO. 25	SSA CD	24/06/17
NO. 26	SSA CD	24/06/17
NO. 27	SSA CD	24/06/17
NO. 28	SSA CD	24/06/17
NO. 29	SSA CD	24/06/17
NO. 30	SSA CD	24/06/17
NO. 31	SSA CD	24/06/17
NO. 32	SSA CD	24/06/17
NO. 33	SSA CD	24/06/17
NO. 34	SSA CD	24/06/17
NO. 35	SSA CD	24/06/17
NO. 36	SSA CD	24/06/17
NO. 37	SSA CD	24/06/17
NO. 38	SSA CD	24/06/17
NO. 39	SSA CD	24/06/17
NO. 40	SSA CD	24/06/17
NO. 41	SSA CD	24/06/17
NO. 42	SSA CD	24/06/17
NO. 43	SSA CD	24/06/17
NO. 44	SSA CD	24/06/17
NO. 45	SSA CD	24/06/17
NO. 46	SSA CD	24/06/17
NO. 47	SSA CD	24/06/17
NO. 48	SSA CD	24/06/17
NO. 49	SSA CD	24/06/17
NO. 50	SSA CD	24/06/17
NO. 51	SSA CD	24/06/17
NO. 52	SSA CD	24/06/17
NO. 53	SSA CD	24/06/17
NO. 54	SSA CD	24/06/17
NO. 55	SSA CD	24/06/17
NO. 56	SSA CD	24/06/17
NO. 57	SSA CD	24/06/17
NO. 58	SSA CD	24/06/17
NO. 59	SSA CD	24/06/17
NO. 60	SSA CD	24/06/17
NO. 61	SSA CD	24/06/17
NO. 62	SSA CD	24/06/17
NO. 63	SSA CD	24/06/17
NO. 64	SSA CD	24/06/17
NO. 65	SSA CD	24/06/17
NO. 66	SSA CD	24/06/17
NO. 67	SSA CD	24/06/17
NO. 68	SSA CD	24/06/17
NO. 69	SSA CD	24/06/17
NO. 70	SSA CD	24/06/17
NO. 71	SSA CD	24/06/17
NO. 72	SSA CD	24/06/17
NO. 73	SSA CD	24/06/17
NO. 74	SSA CD	24/06/17
NO. 75	SSA CD	24/06/17
NO. 76	SSA CD	24/06/17
NO. 77	SSA CD	24/06/17
NO. 78	SSA CD	24/06/17
NO. 79	SSA CD	24/06/17
NO. 80	SSA CD	24/06/17
NO. 81	SSA CD	24/06/17
NO. 82	SSA CD	24/06/17
NO. 83	SSA CD	24/06/17
NO. 84	SSA CD	24/06/17
NO. 85	SSA CD	24/06/17
NO. 86	SSA CD	24/06/17
NO. 87	SSA CD	24/06/17
NO. 88	SSA CD	24/06/17
NO. 89	SSA CD	24/06/17
NO. 90	SSA CD	24/06/17
NO. 91	SSA CD	24/06/17
NO. 92	SSA CD	24/06/17
NO. 93	SSA CD	24/06/17
NO. 94	SSA CD	24/06/17
NO. 95	SSA CD	24/06/17
NO. 96	SSA CD	24/06/17
NO. 97	SSA CD	24/06/17
NO. 98	SSA CD	24/06/17
NO. 99	SSA CD	24/06/17
NO. 100	SSA CD	24/06/17

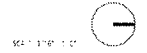
WHITETAIL 204 STREET APARTMENTS

1000 WEST 10TH AVENUE, DENVER, CO

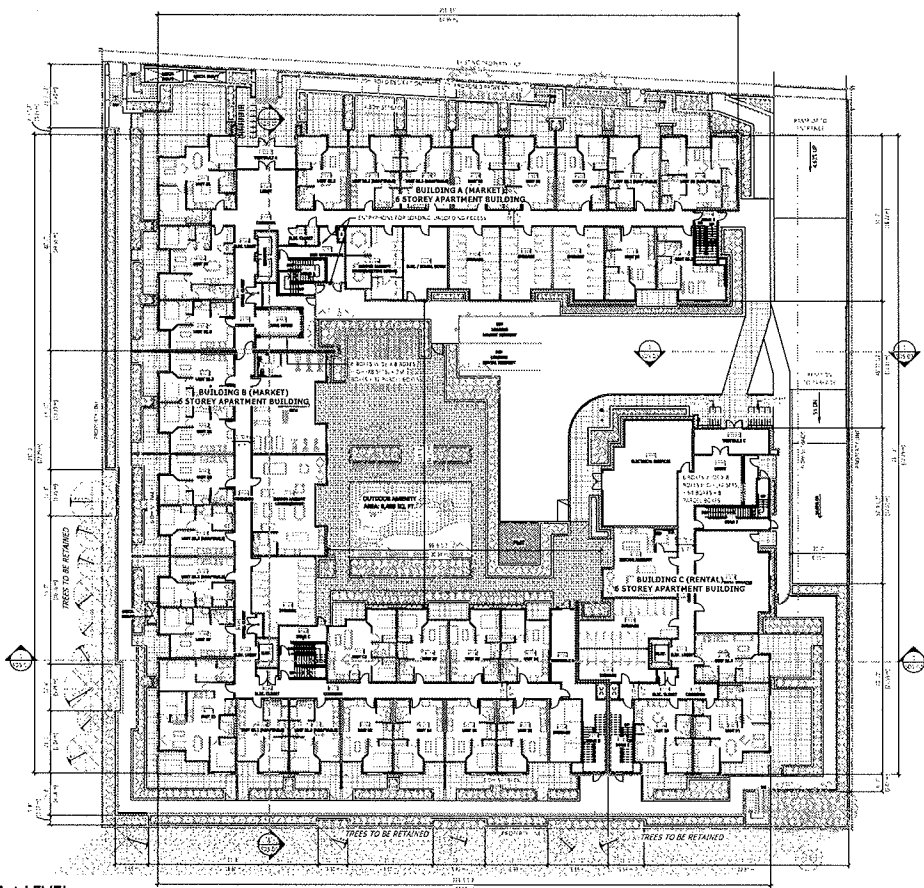
PROJECT NO. 204-17-01
DATE: 11.10.17



SITE PLAN



SD2.01



1st LEVEL
1/2" = 1'-0"

KEYSTONE
ARCHITECTS
1000 W. 10TH ST., SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.KEYSTONEARCHITECTS.COM

24-11-20 ISSUED
FOR INFORMATION

10	55.8' HEIGHT	24.8
8	55.8' TOR	24.8' TOR
9	40.0' TOR	24.8' TOR
11	55.8' TOR	24.8' TOR
12	55.8' TOR	24.8' TOR
13	55.8' TOR	24.8' TOR
14	55.8' TOR	24.8' TOR
15	55.8' TOR	24.8' TOR

WHITETAIL 204
STREET
APARTMENTS

1000 W. 10TH ST., SUITE 100, DENVER, CO

PROJECT # 2020-001

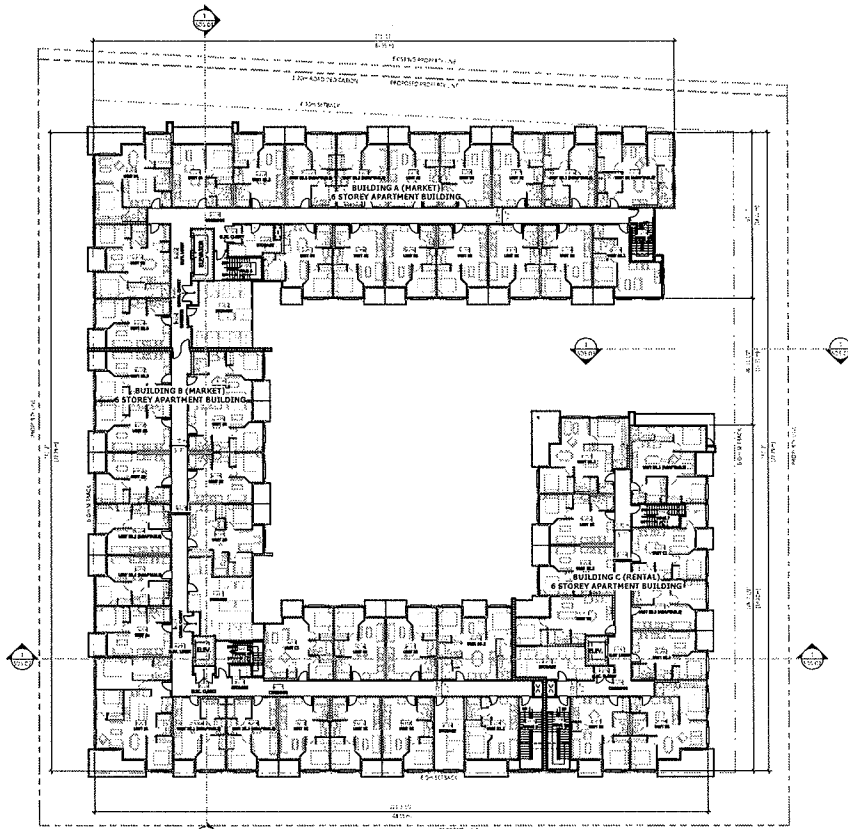
DATE 11/20/20



1ST LEVEL PLAN

SCALE 1/2" = 1'-0"

SD2.10



2nd LEVEL
1/16" = 1' 0"

KEYSTONE
ARCHITECTS
1425 15TH, NE WASHINGTON, DC 20002
TEL: 202.462.1000
WWW.KEYSTONEARCHITECTS.COM

24-11-20 ISSUED
FOR INFORMATION

10	ISSUE REVISION	24-11
8	ISSUE COR	24-06-12
7	ISSUE COR	24-05-12
6	ISSUE COR	23-10-09
5	ISSUE COR	23-11-28
4	ISSUE COR	24-01-12
3	ISSUE COR	24-01-12
2	ISSUE COR	24-01-12
1	ISSUE COR	24-01-12

**WHITETAIL 204
STREET
APARTMENTS**

1300 1245 STREET, WASHINGTON, DC

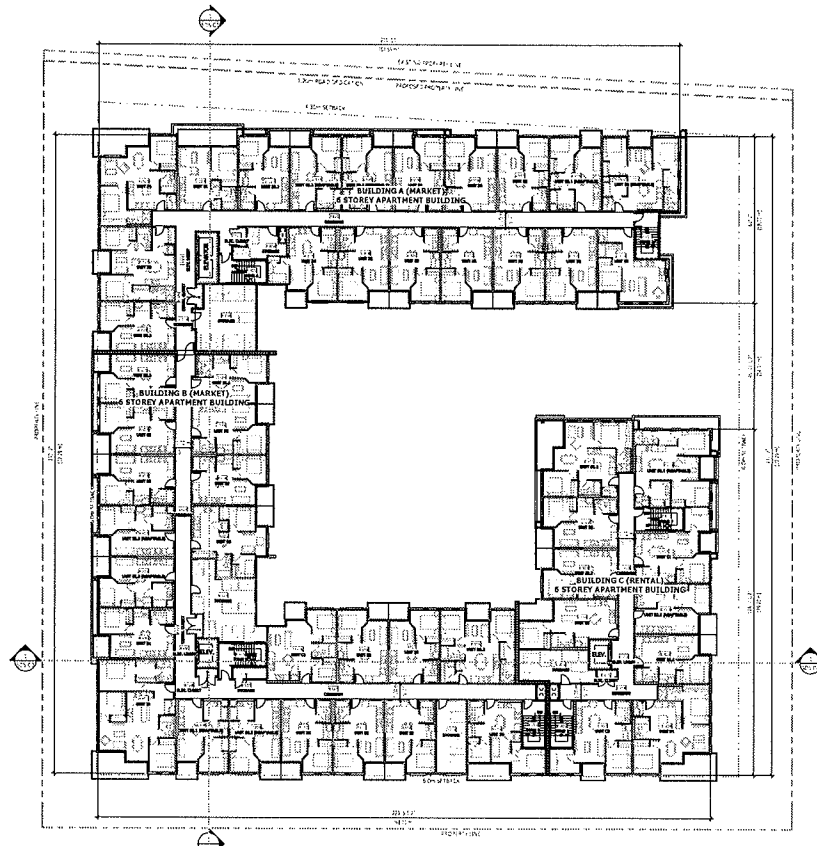
PROJECT # 24-11-20
CITY # 1000



2ND LEVEL PLAN

KEY: 1/16" = 1' 0"

SD2.11



3rd - 6th LEVEL
1/8" = 1'-0"

KEYSTONE
 ARCHITECTURE
 1000 W. 10TH ST. SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1111
 FAX: 303.733.1112



24-11-20 ISSUED FOR INFORMATION

NO.	DATE	DESCRIPTION
1	11/11/11	ISSUED FOR PERMITS
2	01/12/12	ISSUED FOR PERMITS
3	03/12/12	ISSUED FOR PERMITS
4	05/12/12	ISSUED FOR PERMITS
5	07/12/12	ISSUED FOR PERMITS
6	09/12/12	ISSUED FOR PERMITS
7	11/12/12	ISSUED FOR PERMITS
8	01/13/13	ISSUED FOR PERMITS
9	03/13/13	ISSUED FOR PERMITS
10	05/13/13	ISSUED FOR PERMITS
11	07/13/13	ISSUED FOR PERMITS
12	09/13/13	ISSUED FOR PERMITS
13	11/13/13	ISSUED FOR PERMITS
14	01/14/14	ISSUED FOR PERMITS
15	03/14/14	ISSUED FOR PERMITS
16	05/14/14	ISSUED FOR PERMITS
17	07/14/14	ISSUED FOR PERMITS
18	09/14/14	ISSUED FOR PERMITS
19	11/14/14	ISSUED FOR PERMITS
20	01/15/15	ISSUED FOR PERMITS
21	03/15/15	ISSUED FOR PERMITS
22	05/15/15	ISSUED FOR PERMITS
23	07/15/15	ISSUED FOR PERMITS
24	09/15/15	ISSUED FOR PERMITS
25	11/15/15	ISSUED FOR PERMITS
26	01/16/16	ISSUED FOR PERMITS
27	03/16/16	ISSUED FOR PERMITS
28	05/16/16	ISSUED FOR PERMITS
29	07/16/16	ISSUED FOR PERMITS
30	09/16/16	ISSUED FOR PERMITS
31	11/16/16	ISSUED FOR PERMITS
32	01/17/17	ISSUED FOR PERMITS
33	03/17/17	ISSUED FOR PERMITS
34	05/17/17	ISSUED FOR PERMITS
35	07/17/17	ISSUED FOR PERMITS
36	09/17/17	ISSUED FOR PERMITS
37	11/17/17	ISSUED FOR PERMITS
38	01/18/18	ISSUED FOR PERMITS
39	03/18/18	ISSUED FOR PERMITS
40	05/18/18	ISSUED FOR PERMITS
41	07/18/18	ISSUED FOR PERMITS
42	09/18/18	ISSUED FOR PERMITS
43	11/18/18	ISSUED FOR PERMITS
44	01/19/19	ISSUED FOR PERMITS
45	03/19/19	ISSUED FOR PERMITS
46	05/19/19	ISSUED FOR PERMITS
47	07/19/19	ISSUED FOR PERMITS
48	09/19/19	ISSUED FOR PERMITS
49	11/19/19	ISSUED FOR PERMITS
50	01/20/20	ISSUED FOR PERMITS
51	03/20/20	ISSUED FOR PERMITS
52	05/20/20	ISSUED FOR PERMITS
53	07/20/20	ISSUED FOR PERMITS
54	09/20/20	ISSUED FOR PERMITS
55	11/20/20	ISSUED FOR PERMITS
56	01/21/21	ISSUED FOR PERMITS
57	03/21/21	ISSUED FOR PERMITS
58	05/21/21	ISSUED FOR PERMITS
59	07/21/21	ISSUED FOR PERMITS
60	09/21/21	ISSUED FOR PERMITS
61	11/21/21	ISSUED FOR PERMITS
62	01/22/22	ISSUED FOR PERMITS
63	03/22/22	ISSUED FOR PERMITS
64	05/22/22	ISSUED FOR PERMITS
65	07/22/22	ISSUED FOR PERMITS
66	09/22/22	ISSUED FOR PERMITS
67	11/22/22	ISSUED FOR PERMITS
68	01/23/23	ISSUED FOR PERMITS
69	03/23/23	ISSUED FOR PERMITS
70	05/23/23	ISSUED FOR PERMITS
71	07/23/23	ISSUED FOR PERMITS
72	09/23/23	ISSUED FOR PERMITS
73	11/23/23	ISSUED FOR PERMITS
74	01/24/24	ISSUED FOR PERMITS
75	03/24/24	ISSUED FOR PERMITS
76	05/24/24	ISSUED FOR PERMITS
77	07/24/24	ISSUED FOR PERMITS
78	09/24/24	ISSUED FOR PERMITS
79	11/24/24	ISSUED FOR PERMITS
80	01/25/25	ISSUED FOR PERMITS
81	03/25/25	ISSUED FOR PERMITS
82	05/25/25	ISSUED FOR PERMITS
83	07/25/25	ISSUED FOR PERMITS
84	09/25/25	ISSUED FOR PERMITS
85	11/25/25	ISSUED FOR PERMITS
86	01/26/26	ISSUED FOR PERMITS
87	03/26/26	ISSUED FOR PERMITS
88	05/26/26	ISSUED FOR PERMITS
89	07/26/26	ISSUED FOR PERMITS
90	09/26/26	ISSUED FOR PERMITS
91	11/26/26	ISSUED FOR PERMITS
92	01/27/27	ISSUED FOR PERMITS
93	03/27/27	ISSUED FOR PERMITS
94	05/27/27	ISSUED FOR PERMITS
95	07/27/27	ISSUED FOR PERMITS
96	09/27/27	ISSUED FOR PERMITS
97	11/27/27	ISSUED FOR PERMITS
98	01/28/28	ISSUED FOR PERMITS
99	03/28/28	ISSUED FOR PERMITS
100	05/28/28	ISSUED FOR PERMITS

WHITETAIL 204 STREET APARTMENTS

1801 W. 10TH AVENUE, DENVER, CO 80202

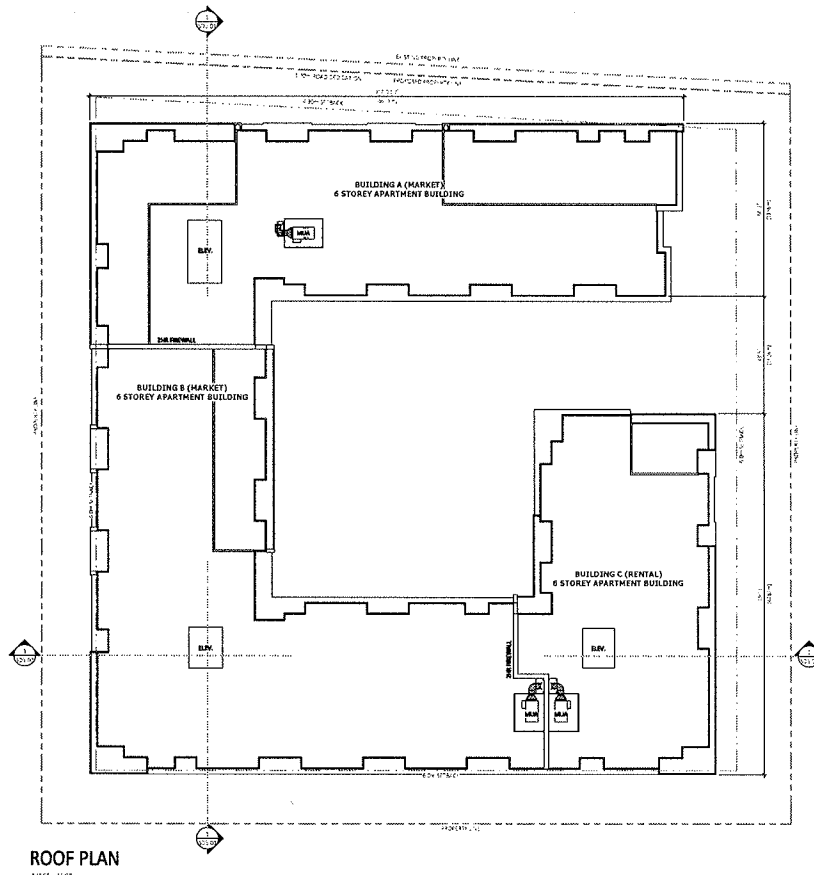
PRODUCED BY
 CIP-11111



3RD-6TH LEVEL PLAN

SEE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

SD2.12



ROOF PLAN
1/8" = 1'-0"

KEYSTONE
ARCHITECTS
INCORPORATED
1000 EAST 10TH AVENUE
DENVER, CO 80202
TEL: 303.733.1100
WWW.KEYSTONEARCHITECTS.COM



24-11-20 ISSUED
FOR INFORMATION

10	BUILDING	2018
6	BUILDING	2018
3	BUILDING	2018
11	BUILDING	2018
12	BUILDING	2018
13	BUILDING	2018
14	BUILDING	2018
15	BUILDING	2018

**WHITETAIL 204
STREET
APARTMENTS**

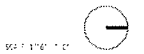
1000 EAST 10TH AVENUE, DENVER, CO

PROJECT # 211711

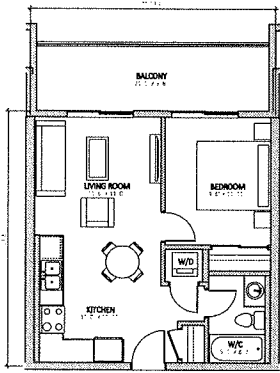
DATE: 11/11/18



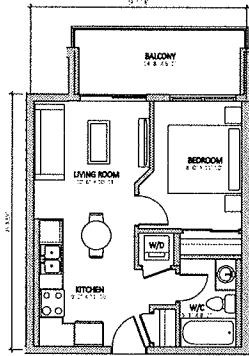
ROOF LEVEL PLAN



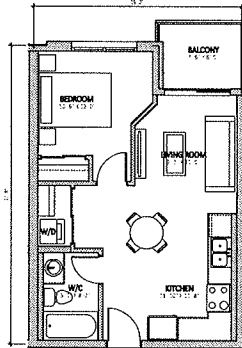
SD2.18



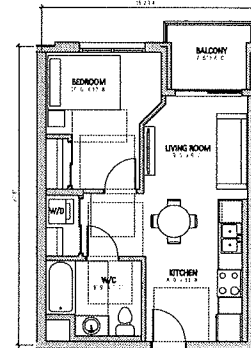
UNIT B1
13' x 10'



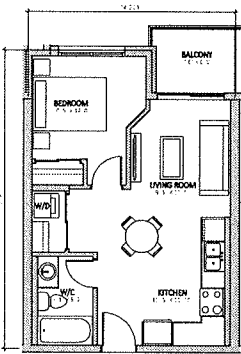
UNIT B1.1
14' x 10'



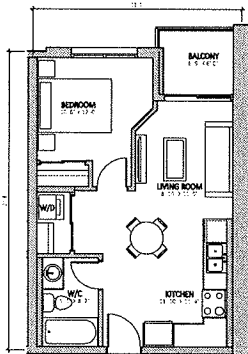
UNIT B2
10' x 10'



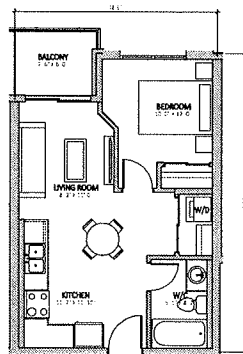
UNIT B2.1 (ADAPTABLE)
10' x 10'



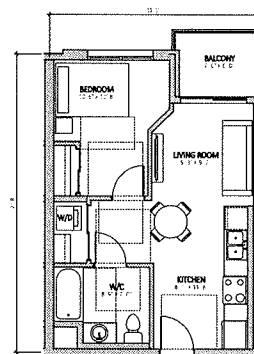
UNIT B2.2
13' x 10'



UNIT B2.3
14' x 10'



UNIT B2.4
10' x 10'



UNIT B2.5 (ADAPTABLE)
10' x 10'

KEYSTONE
ARCHITECTURE
INCORPORATED
1000 W. 10TH AVENUE
DENVER, CO 80202
TEL: 303.733.1100
WWW.KEYSTONEARCH.COM



24-11-20 ISSUED FOR INFORMATION

NO.	DESCRIPTION	DATE
1	ISSUED FOR INFORMATION	24-11-20
2	REVISION	24-11-20
3	REVISION	24-11-20
4	REVISION	24-11-20
5	REVISION	24-11-20
6	REVISION	24-11-20
7	REVISION	24-11-20
8	REVISION	24-11-20
9	REVISION	24-11-20
10	REVISION	24-11-20

WHITETAIL 204 STREET APARTMENTS

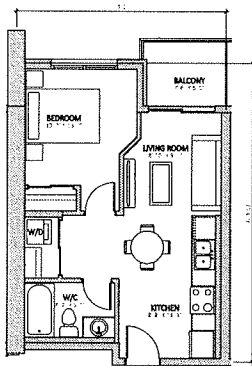
1000 W. 10TH AVENUE, DENVER, CO

PROJECT # 24-11-20
REVISED

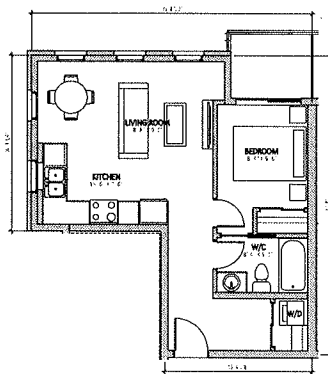


UNIT PLANS

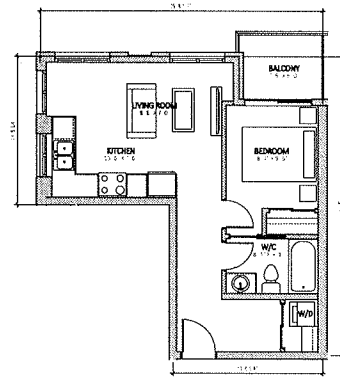
24-11-20



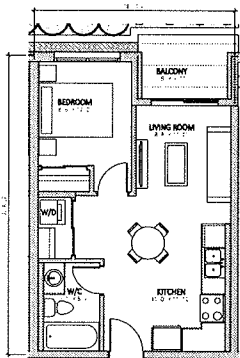
UNIT B2.6
15'6" x 16'



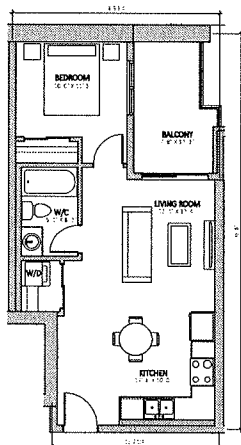
UNIT B3
18'8" x 18'



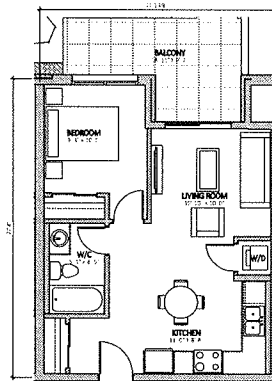
UNIT B3.1
16'4" x 16'



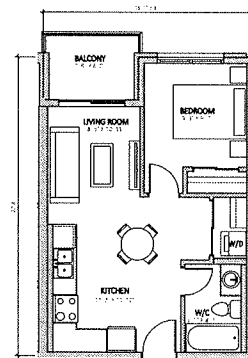
UNIT B4
15'4" x 17'



UNIT B5
15'0" x 17'



UNIT B6
12'8" x 16'



UNIT B7
14'7" x 17'

KEYSTONE
ARCHITECTS & INTERIORS
INCORPORATED
1000 WEST 10TH AVENUE
DENVER, CO 80202
TEL: 303.733.1111
WWW.KEYSTONEARCH.COM



24-HOUR ISSUED
FOR INFORMATION

10. SELLER'S OPTION	2476
11. SELLER'S OPTION	2476.00
12. SELLER'S OPTION	2476.00
13. SELLER'S OPTION	2476.00
14. SELLER'S OPTION	2476.00
15. SELLER'S OPTION	2476.00
16. SELLER'S OPTION	2476.00
17. SELLER'S OPTION	2476.00
18. SELLER'S OPTION	2476.00
19. SELLER'S OPTION	2476.00
20. SELLER'S OPTION	2476.00
21. SELLER'S OPTION	2476.00
22. SELLER'S OPTION	2476.00
23. SELLER'S OPTION	2476.00
24. SELLER'S OPTION	2476.00
25. SELLER'S OPTION	2476.00
26. SELLER'S OPTION	2476.00
27. SELLER'S OPTION	2476.00
28. SELLER'S OPTION	2476.00
29. SELLER'S OPTION	2476.00
30. SELLER'S OPTION	2476.00
31. SELLER'S OPTION	2476.00
32. SELLER'S OPTION	2476.00
33. SELLER'S OPTION	2476.00
34. SELLER'S OPTION	2476.00
35. SELLER'S OPTION	2476.00
36. SELLER'S OPTION	2476.00
37. SELLER'S OPTION	2476.00
38. SELLER'S OPTION	2476.00
39. SELLER'S OPTION	2476.00
40. SELLER'S OPTION	2476.00
41. SELLER'S OPTION	2476.00
42. SELLER'S OPTION	2476.00
43. SELLER'S OPTION	2476.00
44. SELLER'S OPTION	2476.00
45. SELLER'S OPTION	2476.00
46. SELLER'S OPTION	2476.00
47. SELLER'S OPTION	2476.00
48. SELLER'S OPTION	2476.00
49. SELLER'S OPTION	2476.00
50. SELLER'S OPTION	2476.00

**WHITETAIL 204
STREET
APARTMENTS**

1000 WEST 10TH AVENUE, DENVER, CO

PROJECT # 1000-1000-1000



UNIT PLANS

SCALE: 1/8" = 1'-0"

SD6.02



24-HOUR ISSUED
 FOR INFORMATION

10. SELLER'S OPTION	24.8
6. SELLER'S OPTION	24.75
7. SELLER'S OPTION	24.75
8. SELLER'S OPTION	24.75
9. SELLER'S OPTION	24.75
11. SELLER'S OPTION	24.75
12. SELLER'S OPTION	24.75
13. SELLER'S OPTION	24.75
14. SELLER'S OPTION	24.75
15. SELLER'S OPTION	24.75

WHITETAIL 204
 STREET
 APARTMENTS

JVC DESIGN ARCHITECTURE, LLC

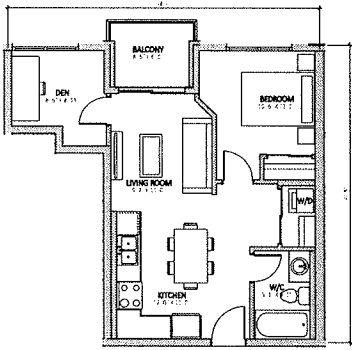
PROJECT # 21021
 CITY # 21021



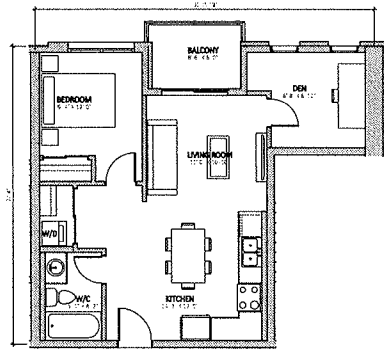
UNIT PLANS

SCALE: 1/4" = 1'-0"

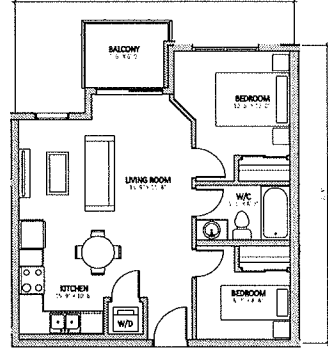
SD6.03



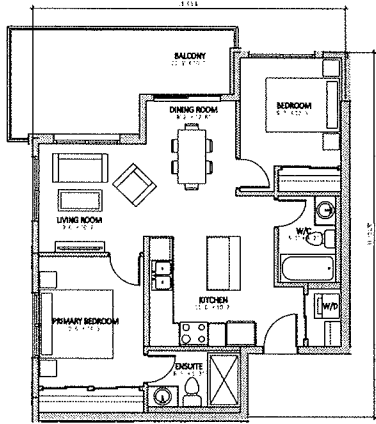
UNIT C1
 757 sq. ft.



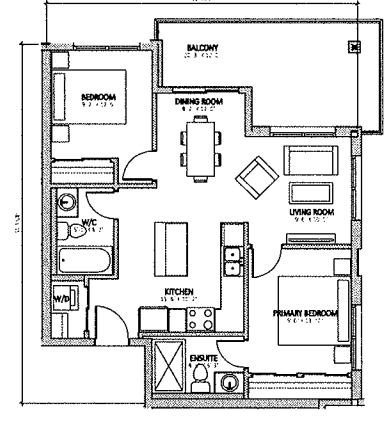
UNIT C2
 616 sq. ft.



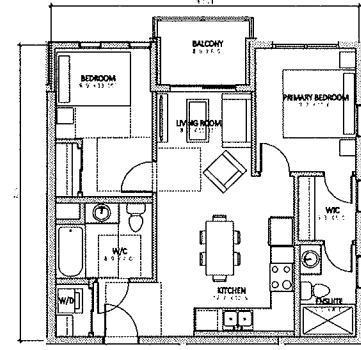
UNIT C3
 727 sq. ft.



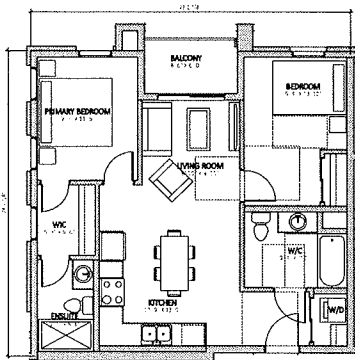
UNIT D1
 757 sq. ft.



UNIT D1.1
 746 sq. ft.

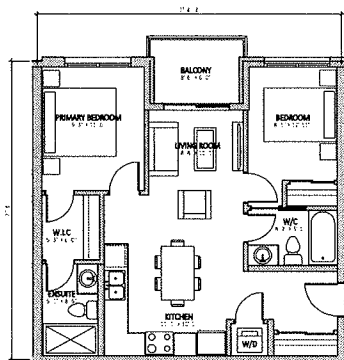


UNIT D2 (ADAPTABLE)
 746 sq. ft.



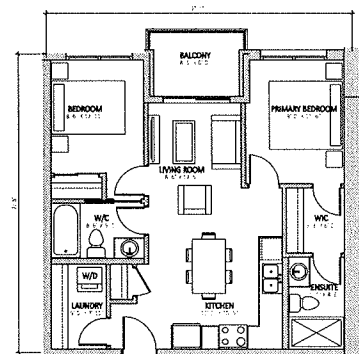
UNIT D2.1 (ADAPTABLE)

04/11/10



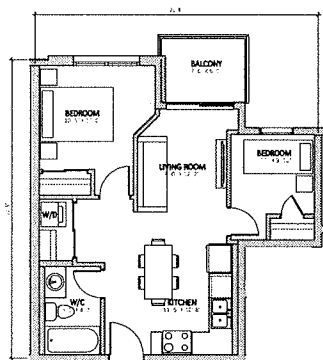
UNIT D3

04/11/10



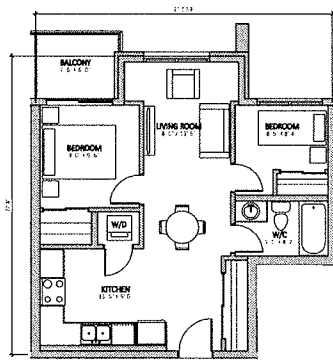
UNIT D3.1

04/11/10



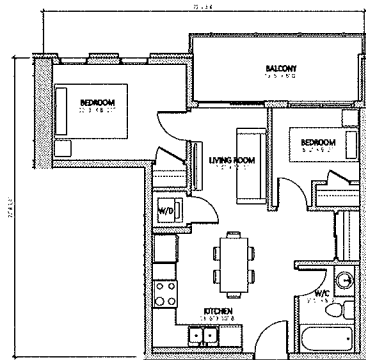
UNIT D4

04/11/10



UNIT D5

04/11/10



UNIT D6

04/11/10

KEYSTONE
ARCHITECTS
1000 WEST 22ND
SUITE 1000 DENVER
COLORADO 80202



24-11-20 ISSUED
FOR INFORMATION

10	35.8 PERIOD	24.8
5	35.83 CP	24.83 CP
3	35.83 CP	24.83 CP
1	35.83 CP	24.83 CP
1	35.83 CP	24.83 CP
1	35.83 CP	24.83 CP
1	35.83 CP	24.83 CP
1	35.83 CP	24.83 CP
1	35.83 CP	24.83 CP

WHITETAIL 204
STREET
APARTMENTS

100 WEST 22ND AVENUE, DENVER, CO

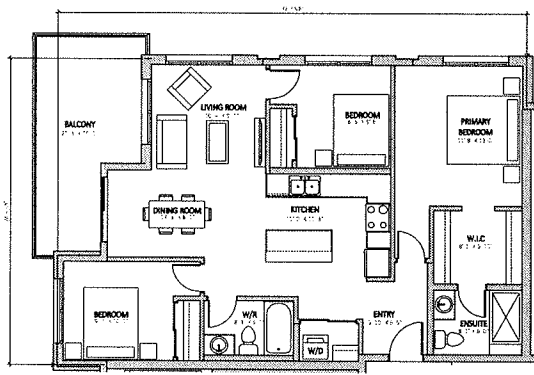
PROJECT NUMBER: 04/11/10



UNIT PLANS

04/11/10

SD6.04



UNIT E1
1/3 - 1/6

KEYSTONE
ARCHITECTURE
P.L.L.C.
1000 N. GARDEN ST.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
WWW.KEYSTONEARCH.COM



24-1-20 ISSUED
FOR INFORMATION

10	3/23/2020	20	0
9	3/23/20	24/20/20	
8	3/23/20	24/20/20	
7	3/23/20	24/20/20	
6	3/23/20	24/20/20	
5	3/23/20	24/20/20	
4	3/23/20	24/20/20	
3	3/23/20	24/20/20	
2	3/23/20	24/20/20	
1	3/23/20	24/20/20	

WHITETAIL 204
STREET
APARTMENTS

1001 N. GARDEN ST., DENVER, CO

PROJECT: 20-001
DATE: 3/23/20



UNIT PLANS

SECTION 1/3 - 1/6

SD6.05

CONSENT AND PRIORITY AGREEMENT

PRIORITY AGREEMENT

WHEREAS:

- A. **THE BANK OF NOVA SCOTIA** (the “**Chargeholder**”) is the holder of a mortgage and assignment of rents (the “**Financial Charges**”) encumbering the lands described in Item 2 of Part 1 of the Form C General Instrument to which this Priority Agreement is attached and which are registered in the New Westminister Land Title Office as Mortgage CA9673630 and Assignment of Rents CA9673631; and
- B. A covenant is being granted pursuant to Part 2 of the Form C General Instrument to which this Priority Agreement is attached (the “**City’s Charge**”) which is or will be registered against title to the lands.

NOW THEREFORE for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder hereby consents to the registration of the City’s Charge and grants to the City priority for the City’s Charges over all the Chargeholder’s right, title and interest in and to the lands as if the City’s Charges had been executed, delivered and registered prior to the execution and registration of the Financial Charges and prior to the advance of any monies pursuant to the Financial Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

END OF DOCUMENT