



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.



Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

(as to both signatures)

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

CITY OF LANGLEY
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.

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 subdivide 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

PROJECT DATA

1.4.0 UNIT COUNT SUMMARY BUILDING A

UNIT TYPE	UNIT COUNT	UNIT TYPE B	COMMENTS
BUILDING A - 1 UNIT			
1.0	1	1.0	
2.0	1	2.0	
3.0	1	3.0	
4.0	1	4.0	
5.0	1	5.0	
6.0	1	6.0	
7.0	1	7.0	
8.0	1	8.0	
9.0	1	9.0	
10.0	1	10.0	
11.0	1	11.0	
12.0	1	12.0	
13.0	1	13.0	
14.0	1	14.0	
15.0	1	15.0	
16.0	1	16.0	
17.0	1	17.0	
18.0	1	18.0	
19.0	1	19.0	
20.0	1	20.0	
21.0	1	21.0	
22.0	1	22.0	
23.0	1	23.0	
24.0	1	24.0	
25.0	1	25.0	
26.0	1	26.0	
27.0	1	27.0	
28.0	1	28.0	
29.0	1	29.0	
30.0	1	30.0	
31.0	1	31.0	
32.0	1	32.0	
33.0	1	33.0	
34.0	1	34.0	
35.0	1	35.0	
36.0	1	36.0	
37.0	1	37.0	
38.0	1	38.0	
39.0	1	39.0	
40.0	1	40.0	
41.0	1	41.0	
42.0	1	42.0	
43.0	1	43.0	
44.0	1	44.0	
45.0	1	45.0	
46.0	1	46.0	
47.0	1	47.0	
48.0	1	48.0	
49.0	1	49.0	
50.0	1	50.0	
51.0	1	51.0	
52.0	1	52.0	
53.0	1	53.0	
54.0	1	54.0	
55.0	1	55.0	
56.0	1	56.0	
57.0	1	57.0	
58.0	1	58.0	
59.0	1	59.0	
60.0	1	60.0	
61.0	1	61.0	
62.0	1	62.0	
63.0	1	63.0	
64.0	1	64.0	
65.0	1	65.0	
66.0	1	66.0	
67.0	1	67.0	
68.0	1	68.0	
69.0	1	69.0	
70.0	1	70.0	
71.0	1	71.0	
72.0	1	72.0	
73.0	1	73.0	
74.0	1	74.0	
75.0	1	75.0	
76.0	1	76.0	
77.0	1	77.0	
78.0	1	78.0	
79.0	1	79.0	
80.0	1	80.0	
81.0	1	81.0	
82.0	1	82.0	
83.0	1	83.0	
84.0	1	84.0	
85.0	1	85.0	
86.0	1	86.0	
87.0	1	87.0	
88.0	1	88.0	
89.0	1	89.0	
90.0	1	90.0	
91.0	1	91.0	
92.0	1	92.0	
93.0	1	93.0	
94.0	1	94.0	
95.0	1	95.0	
96.0	1	96.0	
97.0	1	97.0	
98.0	1	98.0	
99.0	1	99.0	
100.0	1	100.0	
TOTAL UNITS 100			

1.4.0 UNIT COUNT SUMMARY BUILDING B

UNIT TYPE	UNIT COUNT	UNIT TYPE B	COMMENTS
BUILDING B - 1 UNIT			
1.0	1	1.0	
2.0	1	2.0	
3.0	1	3.0	
4.0	1	4.0	
5.0	1	5.0	
6.0	1	6.0	
7.0	1	7.0	
8.0	1	8.0	
9.0	1	9.0	
10.0	1	10.0	
11.0	1	11.0	
12.0	1	12.0	
13.0	1	13.0	
14.0	1	14.0	
15.0	1	15.0	
16.0	1	16.0	
17.0	1	17.0	
18.0	1	18.0	
19.0	1	19.0	
20.0	1	20.0	
21.0	1	21.0	
22.0	1	22.0	
23.0	1	23.0	
24.0	1	24.0	
25.0	1	25.0	
26.0	1	26.0	
27.0	1	27.0	
28.0	1	28.0	
29.0	1	29.0	
30.0	1	30.0	
31.0	1	31.0	
32.0	1	32.0	
33.0	1	33.0	
34.0	1	34.0	
35.0	1	35.0	
36.0	1	36.0	
37.0	1	37.0	
38.0	1	38.0	
39.0	1	39.0	
40.0	1	40.0	
41.0	1	41.0	
42.0	1	42.0	
43.0	1	43.0	
44.0	1	44.0	
45.0	1	45.0	
46.0	1	46.0	
47.0	1	47.0	
48.0	1	48.0	
49.0	1	49.0	
50.0	1	50.0	
51.0	1	51.0	
52.0	1	52.0	
53.0	1	53.0	
54.0	1	54.0	
55.0	1	55.0	
56.0	1	56.0	
57.0	1	57.0	
58.0	1	58.0	
59.0	1	59.0	
60.0	1	60.0	
61.0	1	61.0	
62.0	1	62.0	
63.0	1	63.0	
64.0	1	64.0	
65.0	1	65.0	
66.0	1	66.0	
67.0	1	67.0	
68.0	1	68.0	
69.0	1	69.0	
70.0	1	70.0	
71.0	1	71.0	
72.0	1	72.0	
73.0	1	73.0	
74.0	1	74.0	
75.0	1	75.0	
76.0	1	76.0	
77.0	1	77.0	
78.0	1	78.0	
79.0	1	79.0	
80.0	1	80.0	
81.0	1	81.0	
82.0	1	82.0	
83.0	1	83.0	
84.0	1	84.0	
85.0	1	85.0	
86.0	1	86.0	
87.0	1	87.0	
88.0	1	88.0	
89.0	1	89.0	
90.0	1	90.0	
91.0	1	91.0	
92.0	1	92.0	
93.0	1	93.0	
94.0	1	94.0	
95.0	1	95.0	
96.0	1	96.0	
97.0	1	97.0	
98.0	1	98.0	
99.0	1	99.0	
100.0	1	100.0	
TOTAL UNITS 100			

1.4.0 UNIT COUNT SUMMARY BUILDING C


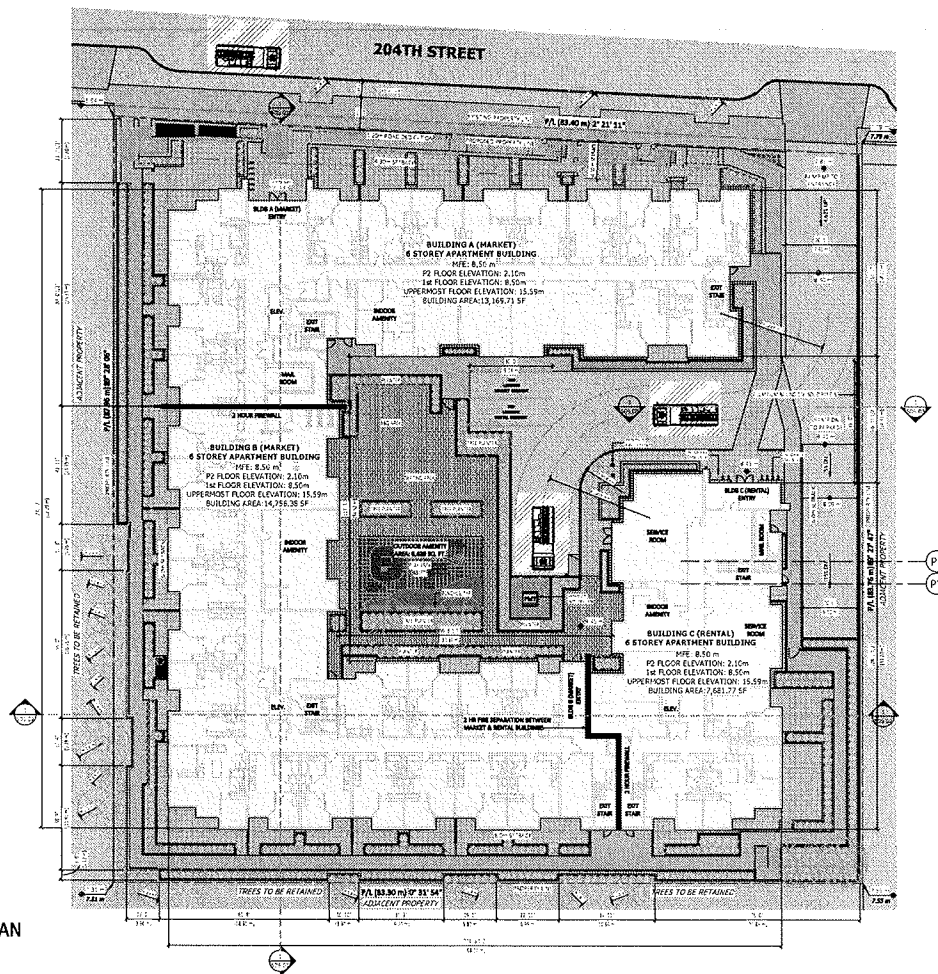
UNIT TYPE	UNIT COUNT	UNIT TYPE B	COMMENTS
BUILDING C - 1 UNIT			
1.0	1	1.0	
2.0	1	2.0	
3.0	1	3.0	
4.0	1	4.0	
5.0	1	5.0	
6.0	1	6.0	
7.0	1	7.0	
8.0	1	8.0	
9.0	1	9.0	
10.0	1	10.0	
11.0	1	11.0	
12.0	1	12.0	
13.0	1	13.0	
14.0	1	14.0	
15.0	1	15.0	
16.0	1	16.0	
17.0	1	17.0	
18.0	1	18.0	
19.0	1	19.0	
20.0	1	20.0	
21.0	1	21.0	
22.0	1	22.0	
23.0	1	23.0	
24.0	1	24.0	
25.0	1	25.0	
26.0	1	26.0	
27.0	1	27.0	
28.0	1	28.0	
29.0	1	29.0	
30.0	1	30.0	
31.0	1	31.0	
32.0	1	32.0	
33.0	1	33.0	
34.0	1	34.0	
35.0	1	35.0	
36.0	1	36.0	
37.0	1	37.0	
38.0	1	38.0	
39.0	1	39.0	
40.0	1	40.0	
41.0	1	41.0	
42.0	1	42.0	
43.0	1	43.0	
44.0	1	44.0	
45.0	1	45.0	
46.0	1	46.0	
47.0	1	47.0	
48.0	1	48.0	
49.0	1	49.0	
50.0	1	50.0	
51.0	1	51.0	
52.0	1	52.0	
53.0	1	53.0	
54.0	1	54.0	
55.0	1	55.0	
56.0	1	56.0	
57.0	1	57.0	
58.0	1	58.0	
59.0	1	59.0	
60.0	1	60.0	
61.0	1	61.0	
62.0	1	62.0	
63.0	1	63.0	
64.0	1	64.0	
65.0	1	65.0	
66.0	1	66.0	
67.0	1	67.0	
68.0	1	68.0	
69.0	1	69.0	
70.0	1	70.0	
71.0	1	71.0	
72.0	1	72.0	
73.0	1	73.0	
74.0	1	74.0	
75.0	1	75.0	
76.0	1	76.0	
77.0	1	77.0	
78.0	1	78.0	
79.0	1	79.0	
80.0	1	80.0	
81.0	1	81.0	
82.0	1	82.0	
83.0	1	83.0	
84.0	1	84.0	
85.0	1	85.0	
86.0	1	86.0	
87.0	1	87.0	
88.0	1	88.0	
89.0	1	89.0	
90.0	1	90.0	
91.0	1	91.0	
92.0	1	92.0	
93.0	1	93.0	
94.0	1	94.0	
95.0	1	95.0	
96.0	1	96.0	
97.0	1	97.0	
98.0	1	98.0	
99.0	1	99.0	
100.0	1	100.0	
TOTAL UNITS 100			

1.4.1 UNIT FLOOR AREA SUMMARY NOTES

1.4.1.1 UNIT FLOOR AREA SUMMARY NOTES

1.4.2 UNIT FLOOR AREA SUMMARY

UNIT	UNIT TYPE	COUNT	UNIT AREA SF (1st)	UNIT AREA SF (2nd)	TOTAL UNIT AREA SF	TOTAL UNIT AREA SF
BUILDING A - 1 UNIT TYPE						
1ST B1	1.0 B1	1	1,000	1,000	2,000	2,000
2ND B1	2.0 B1	1	2,000	2,000	4,000	4,000
3RD B1	3.0 B1	1	3,000	3,000	6,000	6,000
4TH B1	4.0 B1	1	4,000	4,000	8,000	8,000
5TH B1	5.0 B1	1	5,000	5,000	10,000	10,000
6TH B1	6.0 B1	1	6,000	6,000	12,000	12,000
7TH B1	7.0 B1	1	7,000	7,000	14,000	14,000
8TH B1	8.0 B1	1	8,000	8,000	16,000	16,000
9TH B1	9.0 B1	1	9,000	9,000	18,000	18,000
10TH B1	10.0 B1	1	10,000	10,000	20,000	20,000
11TH B1	11.0 B1	1	11,000	11,000	22,000	22,000
12TH B1	12.0 B1	1	12,000	12,000	24,000	24,000
13TH B1	13.0 B1	1	13,000	13,000	26,000	26,000
14TH B1	14.0 B1	1	14,000	14,000	28,000	28,000
15TH B1	15.0 B1	1	15,000	15,000	30,000	30,000
16TH B1	16.0 B1	1	16,000	16,000	32,000	32,000
17TH B1	17.0 B1	1	17,000	17,000	34,000	34,000
18TH B1	18.0 B1	1	18,000	18,000	36,000	36,000
19TH B1	19.0 B1	1	19,000	19,000	38,000	38,000
20TH B1	20.0 B1	1	20,000	20,000	40,000	40,000
BUILDING A TOTAL					10,700 SF	10,700 SF
BUILDING B - 1 UNIT TYPE						
1ST B2	1.0 B2	1	1,000	1,000	2,000	2,000
2ND B2	2.0 B2	1	2,000	2,000	4,000	4,000
3RD B2	3.0 B2	1	3,000	3,000	6,000	6,000
4TH B2	4.0 B2	1	4,000	4,000	8,000	8,000
5TH B2	5.0 B2	1	5,000	5,000	10,000	10,000
6TH B2	6.0 B2	1	6,000	6,000	12,000	12,000
7TH B2	7.0 B2	1	7,000	7,000	14,000	14,000
8TH B2	8.0 B2	1	8,000	8,000	16,000	16,000
9TH B2	9.0 B2	1	9,000	9,000	18,000	18,000
10TH B2	10.0 B2	1	10,000	10,000	20,000	20,000
11TH B2	11.0 B2	1	11,000	11,000	22,000	22,000
12TH B2	12.0 B2	1	12,000	12,000	24,000	24,000
13TH B2	13.0 B2	1	13,000	13,000	26,000	26,000
14TH B2	14.0 B2	1	14,000	14,000	28,000	28,000
15TH B2	15.0 B2	1	15,000	15,000	30,000	30,000
16TH B2	16.0 B2	1	16,000	16,000	32,000	32,000
17TH B2	17.0 B2	1	17,000	17,000	34,000	34,000
18TH B2	18.0 B2	1	18,000	18,000	36,000	36,000
19TH B2	19.0 B2	1	19,000	19,000	38,000	38,000
20TH B2	20.0 B2	1	20,000	20,000	40,000	40,000
BUILDING B TOTAL					67,700 SF	67,700 SF
BUILDING C - 1 UNIT TYPE						
1ST B3	1.0 B3	1	1,000	1,000	2,000	2,000
2ND B3	2.0 B3	1	2,000	2,000	4,000	4,000
3RD B3	3.0 B3	1	3,000	3,000	6,000	6,000
4TH B3	4.0 B3	1	4,000	4,000	8,000	8,000
5TH B3	5.0 B3	1	5,000	5,000	10,000	10,000
6TH B3	6.0 B3	1	6,000	6,000	12,000	12,000
7TH B3	7.0 B3	1	7,000	7,000	14,000	14,000
8TH B3	8.0 B3	1	8,000	8,000	16,000	16,000
9TH B3	9.0 B3	1	9,000	9,000	18,000	18,000
10TH B3	10.0 B3	1	10,000	10,000	20,000	20,000
11TH B3	11.0 B3	1	11,000	11,000	22,000	22,000
12TH B3	12.0 B3	1	12,000	12,000	24,000	24,000
13TH B3	13.0 B3	1	13,000	13,000	26,000	26,000
14TH B3	14.0 B3	1	14,000	14,000	28,000	28,000
15TH B3	15.0 B3	1	15,000	15,000	30,000	30,000
16TH B3	16.0 B3	1	16,000	16,000	32,000	32,000
17TH B3	17.0 B3	1	17,000	17,000	34,000	34,000
18TH B3	18.0 B3	1	18,000	18,000	36,000	36,000
19TH B3	19.0 B3	1	19,000	19,000	38,000	38,000
20TH B3	20.0 B3	1	20,000	20,000	40,000	40,000
BUILDING C TOTAL					10,710 SF	10,710 SF
TOTAL TOTALS					89,110 SF	89,110 SF

 KEYSTONE[illegible]

24.11.2015 SUB FOR CRASH OF

NO	SS:LE REVISION	DATE
0	SS:LE 001 DEVELOPMENT PLAN	24-09-18
1	REVISION FOR	24-10-19
11	SS:LE FOR REVISION	24-11-18
12	REVISION FOR DEVELOPMENT PLAN	24-11-19
13	REVISION FOR DEVELOPMENT PLAN	24-11-18

WHITETAIL 204
STREET
APARTMENTS

3362 CHEN, SHEN, LI, AND HU

PROJECT: 313751

CONFIDENTIAL



SITE PLAN

962 · 1996 · 30

SD2.01

24-11-20 ISSUED
FOR INFORMATION

10	55.8' FLOOR	24.8
8	55.8' FLOOR	24.8
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86	55.8' FLOOR	24.8
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95	55.8' FLOOR	24.8
96	55.8' FLOOR	24.8
97	55.8' FLOOR	24.8
98	55.8' FLOOR	24.8
99	55.8' FLOOR	24.8
100	55.8' FLOOR	24.8

WHITETAIL 204
STREET
APARTMENTS

1000 W. 10TH ST., DENVER, CO

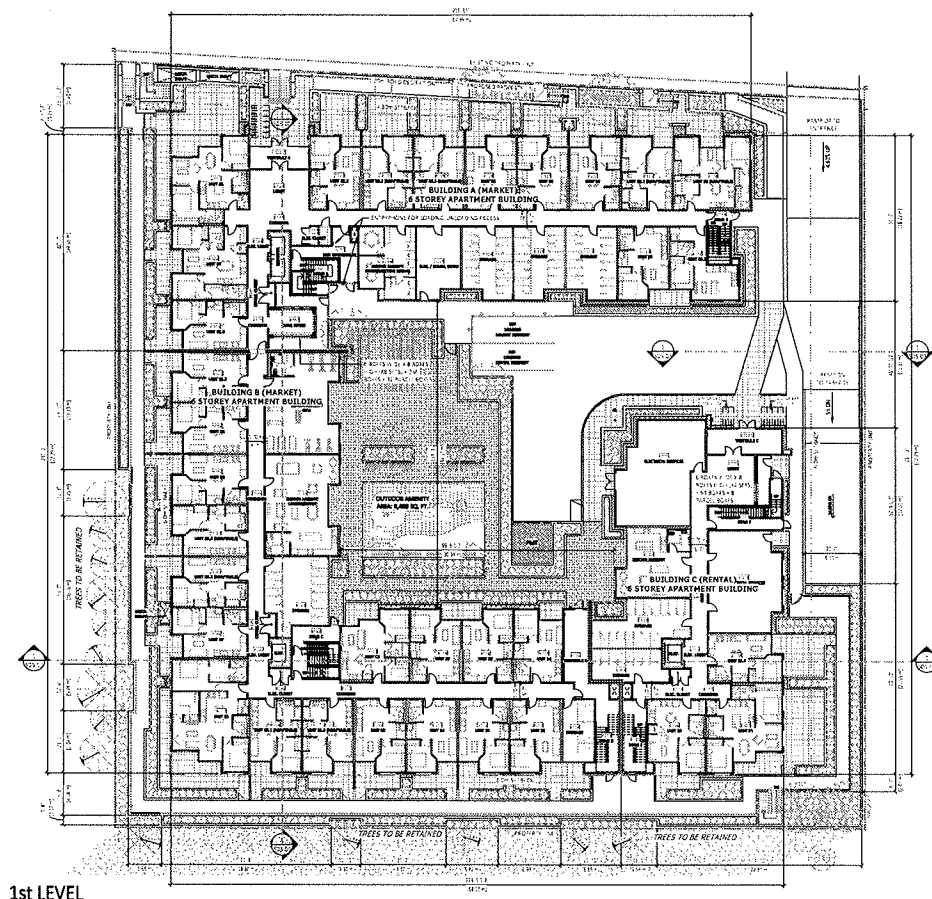
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DATE 10/1/17



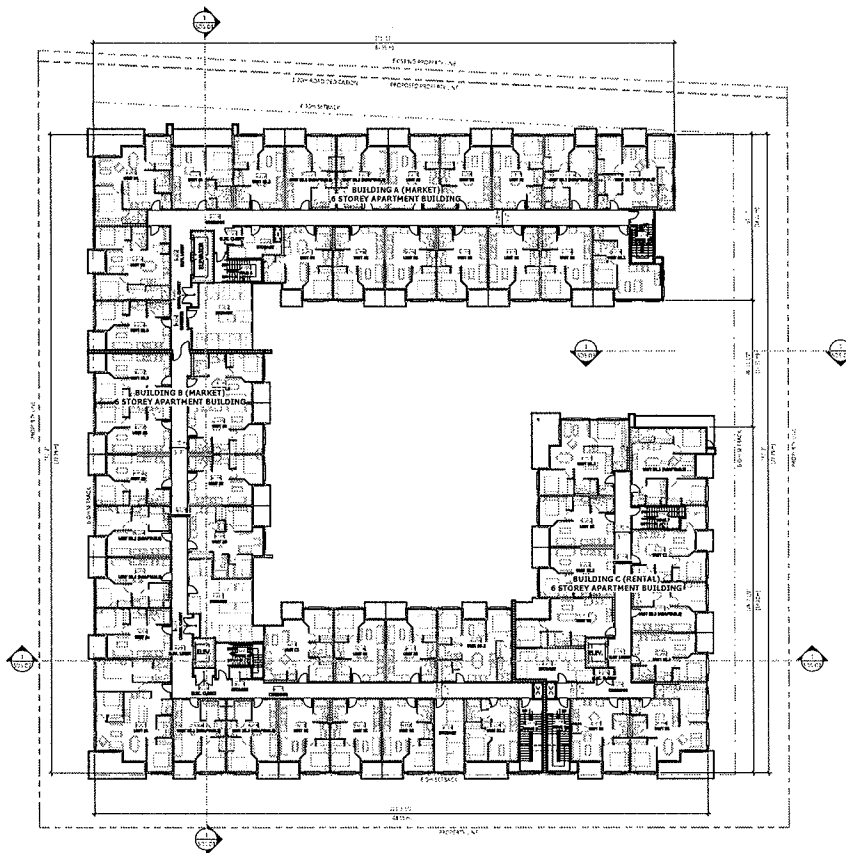
1ST LEVEL PLAN

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

SD2.10



1st LEVEL
1/8" = 1'-0"



2nd LEVEL
3/16" = 1' 0"

KEYSTONE
ARCHITECTS
1000 15TH AVENUE, N.E.
SUITE 1000
ALBUQUERQUE, NM 87102
TEL: 505.243.1000
WWW.KEYSTONE-ARCH.COM



24-11-20 ISSUED
FOR INFORMATION

10	ISSUE REVISION	DATE
1	ISSUED FOR PERMIT	24-06-23
2	ISSUED FOR PERMIT	24-06-23
3	REVISION FOR PERMIT	24-06-23
4	REVISION FOR PERMIT	24-06-23
5	REVISION FOR PERMIT	24-06-23
6	REVISION FOR PERMIT	24-06-23
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97	REVISION FOR PERMIT	24-06-23
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WHITETAIL 204
STREET
APARTMENTS

1000 15TH AVENUE, N.E.

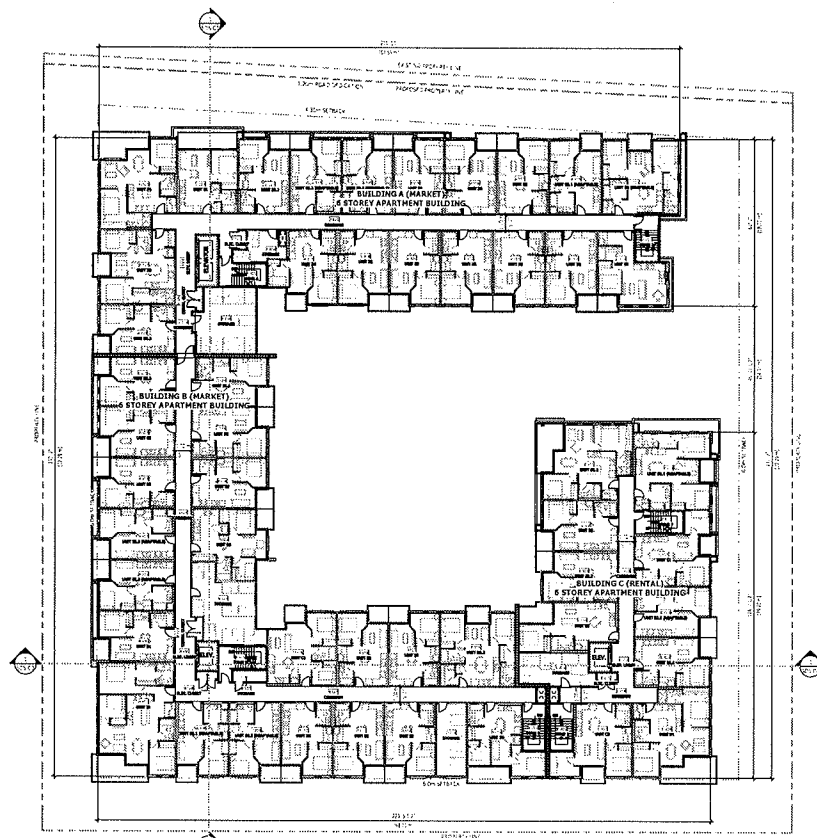
PROJECT # 24-11-20
CITY OF ALBUQUERQUE



2ND LEVEL PLAN

SEE 1-11-20 1 OF 1

SD2.11



3rd - 6th LEVEL

1/8" = 1'-0"

KEYSTONE

ARCHITECTURAL
1000 10TH AVENUE, SUITE 100, DENVER, CO 80202
TEL: 303.733.1000
WWW.KEYSTONEARCHITECT.COM

24-11-20 ISSUED
FOR INFORMATION

10. 35.4.1 PROVISION	20.1
11. 35.4.2.1.1	24.06.12
12. 35.4.2.1.2	24.06.12
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WHITETAIL 204
STREET
APARTMENTS

1000 10TH AVENUE, SUITE 100, DENVER, CO 80202

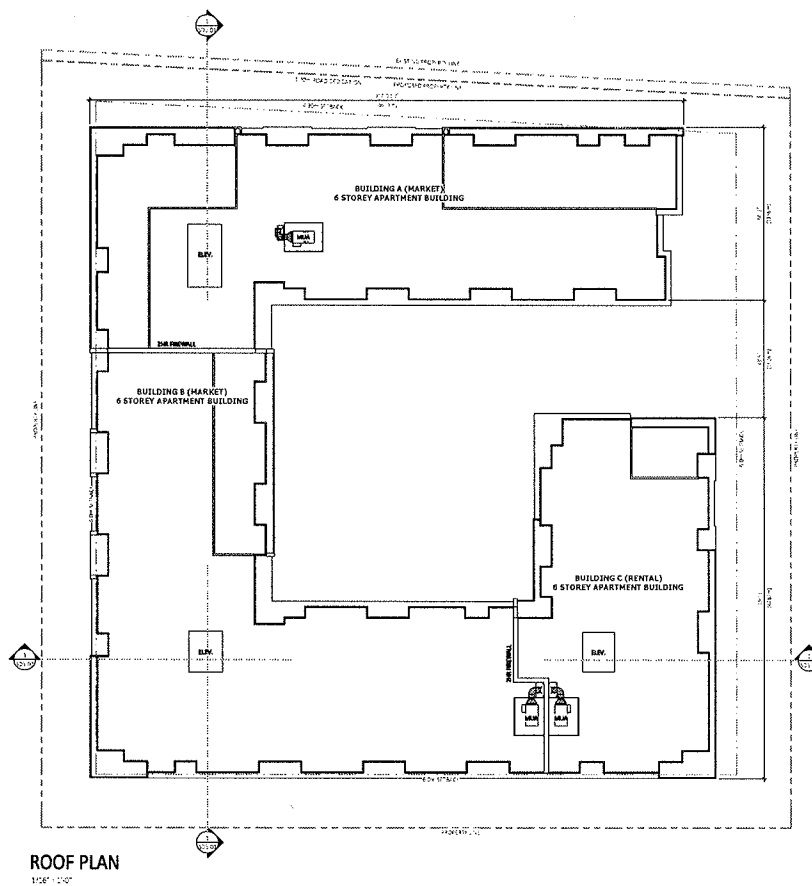
PROJECT: 2017-01
DATE: 11/11/17



3RD-6TH LEVEL
PLAN

SEE 1.1.1.1.1.1.1

SD2.12



KEYSTONE
ARCHITECTS
1000 10th Avenue, Suite 100
Calgary, Alberta T2P 1A1
403.243.1111
www.keystonearchitects.ca



**24-11-20 ISSUED
FOR INFORMATION**

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**WHITETAIL 204
STREET
APARTMENTS**

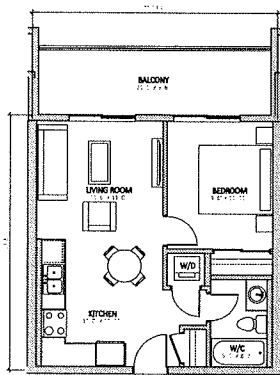
1000 10th Avenue, Suite 100

PROJECT: 2017-11
COPY: 1/1

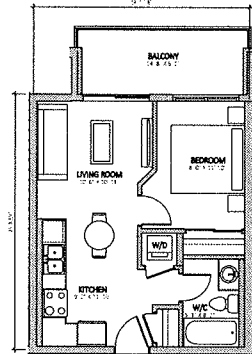


ROOF LEVEL PLAN

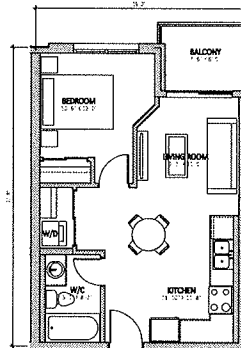
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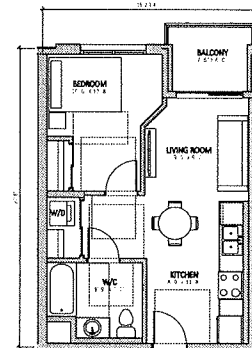
UNIT B1
11' x 10'



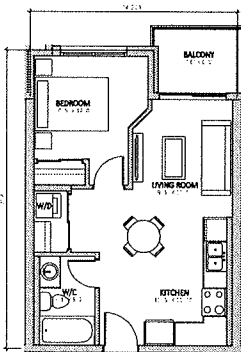
UNIT B1.1
14' x 10'



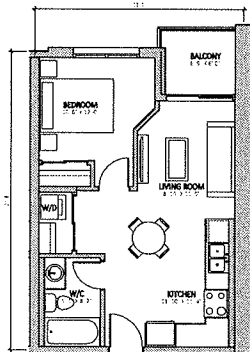
UNIT B2
14' x 10'



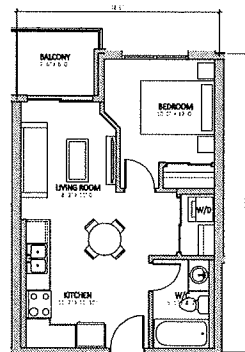
UNIT B2.1 (ADAPTABLE)
14' x 10'



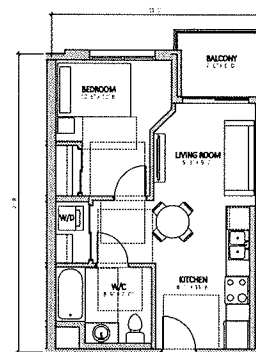
UNIT B2.2
12' x 10'



UNIT B2.3
14' x 10'



UNIT B2.4
14' x 10'



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

KEYSTONE
ARCHITECTS

1000 N. 10TH STREET, SUITE 100
DENVER, CO 80202
TEL: 303.733.1000
WWW.KEYSTONEARCHITECTS.COM

24-11-20 ISSUED
FOR INFORMATION

10. 3D RENDERING	24-11-20
11. 3D RENDERING	24-11-20
12. 3D RENDERING	24-11-20
13. 3D RENDERING	24-11-20
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**WHITETAIL 204
STREET
APARTMENTS**

1000 N. 10TH STREET, SUITE 100

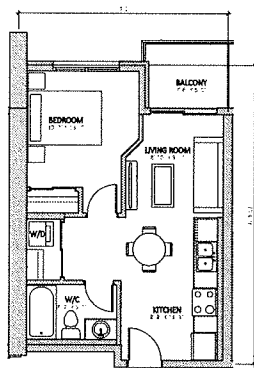
PROJECT: 24-11-20
CITY: DENVER



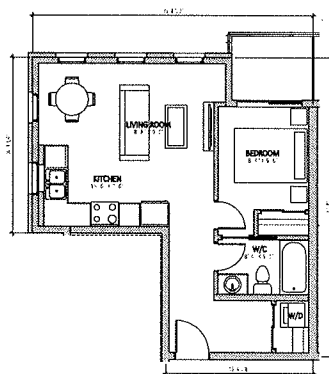
UNIT PLANS

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

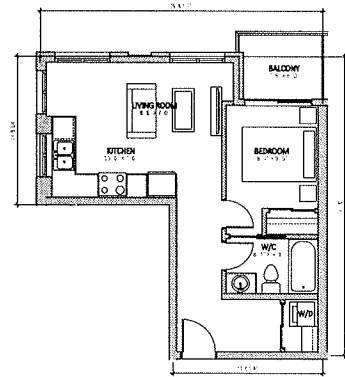
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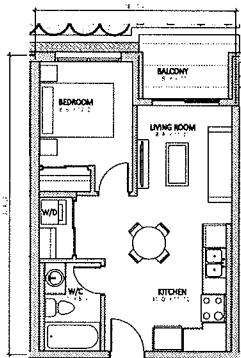
UNIT B2.6
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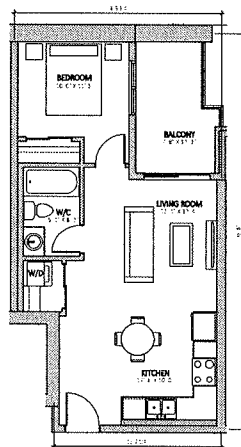
UNIT B3
1/8" = 1'-0"



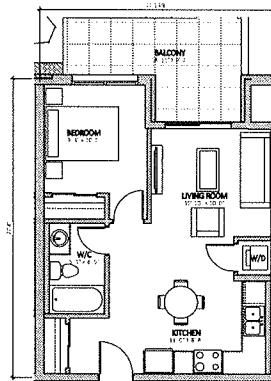
UNIT B3.1
1/8" = 1'-0"



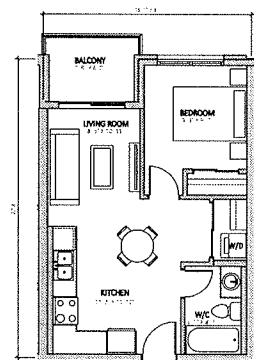
UNIT B4
1/8" = 1'-0"



UNIT B5
1/8" = 1'-0"



UNIT B6
1/8" = 1'-0"



UNIT B7
1/8" = 1'-0"

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DENVER, CO 80202
TEL: 303.733.1000
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1.0	SCALE	1/8" = 1'-0"
2.0	SCALE	1/8" = 1'-0"
3.0	SCALE	1/8" = 1'-0"
4.0	SCALE	1/8" = 1'-0"
5.0	SCALE	1/8" = 1'-0"
6.0	SCALE	1/8" = 1'-0"
7.0	SCALE	1/8" = 1'-0"
8.0	SCALE	1/8" = 1'-0"
9.0	SCALE	1/8" = 1'-0"
10.0	SCALE	1/8" = 1'-0"

WHITETAIL 204
STREET
APARTMENTS

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

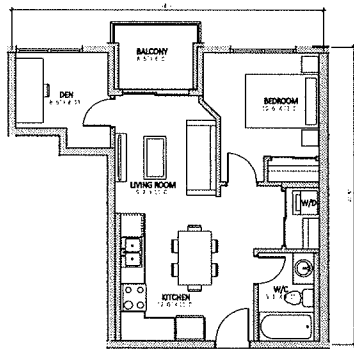
PROJECT # 2019-001
DATE: 11/11/20



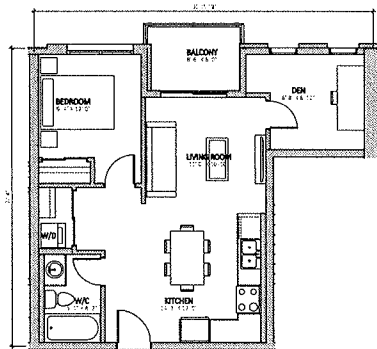
UNIT PLANS

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

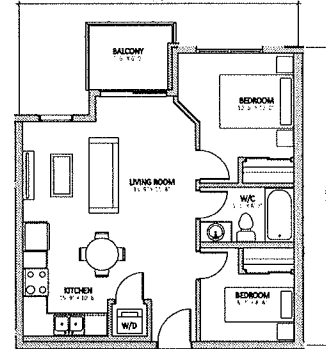
SD6.02



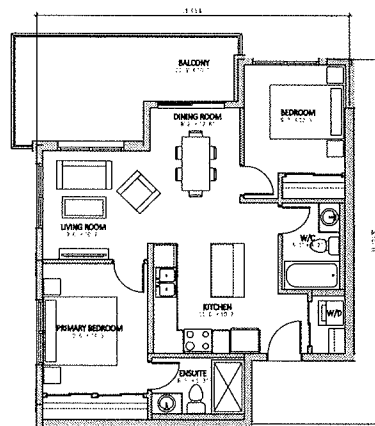
UNIT C1
17'0" x 11'0"



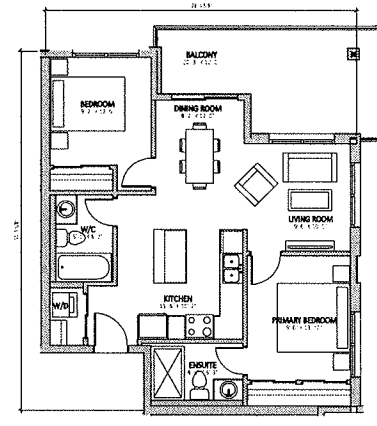
UNIT C2
17'0" x 11'0"



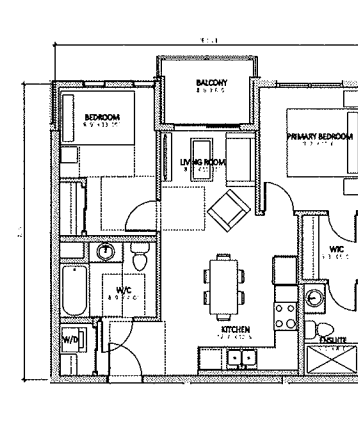
UNIT C3
17'0" x 11'0"



UNIT D1
17'0" x 11'0"



UNIT D1.1
17'0" x 11'0"



UNIT D2 (ADAPTABLE)
17'0" x 11'0"

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FLOORING, INC.
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MINNEAPOLIS, MN 55412
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24-HOUR ISSUED
FOR INFORMATION

10. SELLER'S OPTION	24.1
11. SELLER'S OPTION	24.2
12. SELLER'S OPTION	24.3
13. SELLER'S OPTION	24.4
14. SELLER'S OPTION	24.5
15. SELLER'S OPTION	24.6
16. SELLER'S OPTION	24.7
17. SELLER'S OPTION	24.8
18. SELLER'S OPTION	24.9
19. SELLER'S OPTION	25.0

WHITETAIL 204
STREET
APARTMENTS

1000 N. 10TH ST., SUITE 100, MINNEAPOLIS, MN 55412

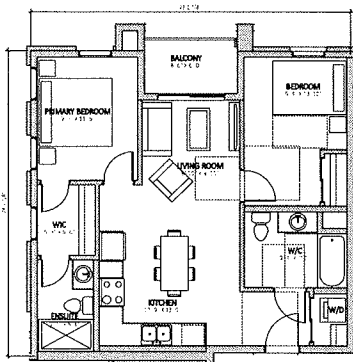
PROJECT NO. 21-100-1
REVISED



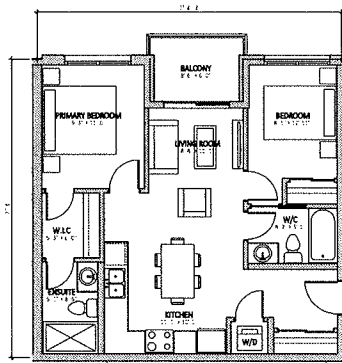
UNIT PLANS

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

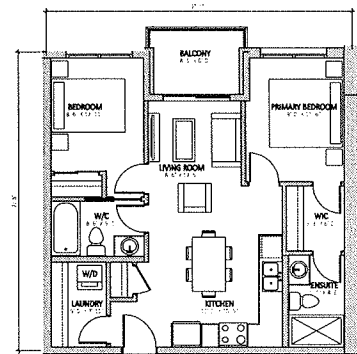
SD6.03



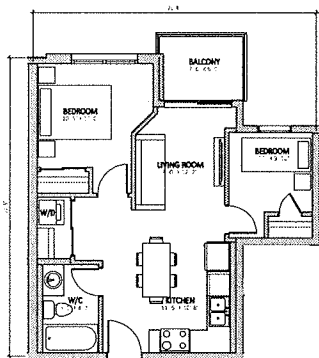
UNIT D2.1 (ADAPTABLE)
32'0" x 28'0"



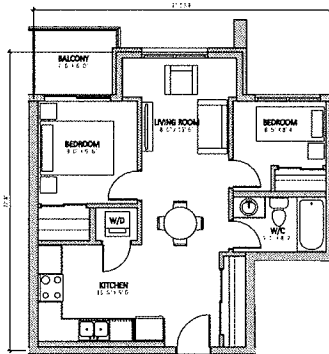
UNIT D3
32'0" x 28'0"



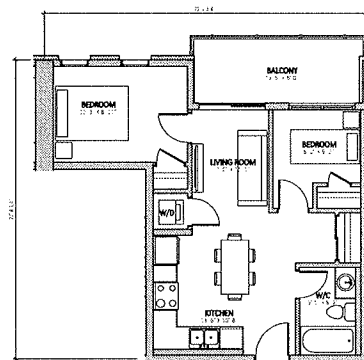
UNIT D3.1
32'0" x 28'0"



UNIT D4
32'0" x 28'0"



UNIT D5
32'0" x 28'0"



UNIT D6
32'0" x 28'0"

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FOR INFORMATION

100	35.00 PER SQ. FT.	35.00
5	35.00 CP	175.00
10	35.00 CP	350.00
15	35.00 CP	525.00
20	35.00 CP	700.00
25	35.00 CP	875.00
30	35.00 CP	1050.00
35	35.00 CP	1225.00
40	35.00 CP	1400.00
45	35.00 CP	1575.00
50	35.00 CP	1750.00

WHITETAIL 204
STREET
APARTMENTS

1000 N. 10TH ST., DENVER, CO

PROJECT NO. 24-11-26

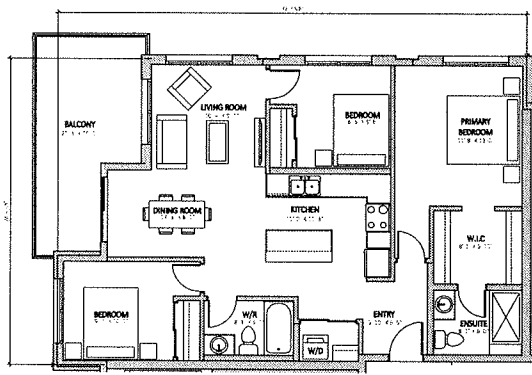
DATE: 11/26/24



UNIT PLANS

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

SD6.04



UNIT E1
1/8" = 1'-0"

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24-11-20 ISSUED
FOR INFORMATION

10	ISSUED FOR	20-0
8	ISSUED FOR	20-00
5	ISSUED FOR	20-00
11	ISSUED FOR	20-00
12	ISSUED FOR	20-00
13	ISSUED FOR	20-00

WHITETAIL 204
STREET
APARTMENTS

1000 N. 10TH ST., SUITE 100

PROJECT: 20-000
DATE: 11/11/20



UNIT PLANS

SECTION 11.0

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 Westminster 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