PURCHASE AGREEMENT

UNIVERSITY DISTRICT - DEAN'S LANDING

Calgary, AB

The purchaser may, without incurring any liability for doing so, rescind this agreement within 10 days of the later of the date the purchaser receives all of the information and documents required to be delivered to the purchaser under section 12 of the *Condominium Property Act* and the date the purchaser signs the purchase agreement. This agreement is governed by the Condominium Property Act and if there is a conflict between this agreement and the Act, the Act prevails.

University District - Dean's Landing
Phased Condominium Project
Calgary, Alberta

TABLE OF CONTENTS

SECTION 1: Purchase Agreement, which includes:
- the names and address for service of the developer
- details of leases for projects with leased land
- name and address of prescribed trustee
- statement as to occupancy dates
- floor plan for unit being sold (attached as schedule)

SECTION 2: Condominium Plan (or proposed condominium plan) together with:
- the project site plan
- model plans
- Standard Insurable Unit Description and project specifications
- a description of common property
- phased development disclosure statement

SECTION 3: Bylaws (or proposed Bylaws) of the condominium corporation;

SECTION 4: Other Documents related to the purchase, namely:
- copy of land lease agreement
- copy of Non-Disturbance Agreement
- proposed condominium management agreement
- ~~recreational agreement or proposed recreational agreement~~ (none)
- ~~mortgage affecting titles transferred to purchaser~~ (none)
- ~~mortgage affecting unit owned by condominium corporation~~ (none)
- home warranty insurance contract (common property)
- ~~original construction date & description of previous use of the building~~ (n/a)
- ~~Alberta Building Code applicable at time of construction~~ (n/a)
- ~~building assessment report or converted property study~~ (n/a)
- ~~reserve fund report~~ (n/a)
- ~~description of major retrofits to building in conversion~~ (n/a)
- ~~list of fees, rents or other charges that the corporation is required to pay to the developer or a third party for the use of any units, proposed units or other real or personal property~~ (n/a)
- certificate of title
- description of roads, utilities, services or delivery and distribution systems that are to be paid for by the corporation or are required to be repaired, maintained or replaced by the corporation;
- ~~statement re intent to re-divide bare land units~~ (n/a)
- ~~description of other fees the developer will charge purchasers~~ (none)

SECTION 5: Budget documents, namely:
- the proposed budget for 1st year of operations
- allocation of unit factors and estimated condominium fees
- statement concerning maintenance/occupancy fees paid to developer during move-in stage (i.e. before board adopts condo fees)
- ~~estimate of changes in condo expenses due to phasing~~ (none expected)

SECTION 1: PURCHASE AGREEMENT

The purchaser may, without incurring any liability for doing so, rescind this agreement within 10 days of the later of the date the purchaser receives all of the information and documents required to be delivered to the purchaser under section 12 of the *Condominium Property Act* and the date the purchaser signs the purchase agreement. This agreement is governed by the Condominium Property Act and if there is a conflict between this agreement and the Act, the Act prevails.

This document contains the terms of an agreement made between:

_____	and	_____
550 - 91 Street SW		presently of:
Edmonton, Alberta T6X 0V1		Telephone:
legal@rohitgroup.com		Email:

(the "**Purchaser**")

(the "**Developer**")

1. The Purchase

1.1 The Purchaser agrees to purchase, from the Developer, a home described as follows:

a) Model Type _____ to be built as Job No. _____ within Building No. _____;
Civic Address: _____;
Titled Parking Stall No. _____;
Legal Description: Condominium Plan No. TBD, Unit(s) TBD;
in a condominium project to be known as _____ located near _____ ; and

b) the shares in the common property allocated to the unit(s).

(collectively the "**Unit**")

1.2 The Developer has produced (and the Purchaser has received) a customer information package that includes the disclosure documents required by the *Condominium Property Act* and Regulations. The parties consent to the use of electronic means for purposes of meeting the disclosure requirements.

1.3 A copy of the floor plan and the construction specifications for the Unit are attached to this agreement.

2. Payment

2.1 The Purchaser agrees to pay for the Unit as follows:

Purchase Price (not including GST)	$	_____
plus GST (calculated @ 5%)	+	_____
minus estimated GST rebate claimed through the Developer	-	_____
Total Purchase Price (including net GST)	$	_____
less deposit paid	-	_____
additional deposit (due on or before _____)	-	_____
Balance required to complete	$	_____

Value of Upgrades included in Purchase Price exclusive of GST: _____

3. Occupancy Date Statement

3.1 As specified in paragraph 9.3, the Developer cannot guarantee a possession date until construction is well underway. For purposes of the regulations passed under the *Condominium Property Act*, the Developer now specifies that the Unit will be ready for occupancy by the Purchaser within the following range of dates:

Earliest possible calendar date: _____
Latest possible calendar date: _____ _____

Purchaser Initials

By their signatures, the parties confirm that this document accurately describes the terms of their agreement.

Signed by the Purchaser in the presence of:	}	
_____	}	_____
Witness:	}	Purchaser:
	}	_____
	}	Purchaser:
	}	
	}	Date signed:
Signed by the Developer in the presence of:	}	_____
_____	}	
Witness:	}	Per: _____
	}	(Authorized Signatory)
	}	
	}	Date signed:

4. Conditions

4.1 This Agreement is subject to the following conditions in favour of the Purchaser:

_____

Condition Day: _____

4.2 This Agreement is subject to the following conditions in favour of the Developer:

_____

Condition Day: _____

4.3 The Purchaser and the Developer agree to use reasonable efforts to satisfy their respective conditions.

4.4 Either party may remove its conditions by giving the other party written notice to that effect before the end of the applicable Condition Day. If the required notice has not been given, this purchase agreement becomes void.

5. Deposits

5.1 The Purchaser's deposit shall be promptly returned to the Purchaser if:

a) the Developer does not accept this offer within 7 days;

b) the Purchaser has not removed any of the Purchaser's conditions set out in this agreement, within the specified times;

c) the Developer has not removed its conditions set out in this agreement, within the specified times; or

d) the Purchaser cancels this agreement within 10 days as allowed by the *Condominium Property Act*.

e) the Developer has not obtained a building permit (for the building in which the Unit is located) within 18 months of the date the initial deposit was paid.

5.2 Except as outlined above, the Purchaser's deposit is non-refundable.

5.3 Once the Developer has returned the Purchaser's deposit, neither party has any further recourse under this agreement.

5.4 The *Condominium Property Act* specifies that customer deposits must be either:

a) insured by a government approved deposit protection provider, or

b) held by a lawyer in Alberta who can act as prescribed trustee. For this project, the prescribed trustee is **Edward J. Davies** of **Parker Dubrule Szaszkiewicz LLP (PDS Law)** of #202, 18332 Lessard Road NW, Edmonton AB T6M 2W8.

6. Non-Material (i.e. Minor) Changes

6.1 The Developer may make non-material (i.e. minor) changes to various elements of the project, including the plans and specifications for the Unit and also including the documents included in the Developer's disclosure package. Minor changes are changes that do not significantly detract from the value or the use of the Unit. Any materials substituted for the materials shown in the plans and specifications shall be of equal or better quality than the materials they are replacing.

7. Material Changes

7.1 The Developer may not make material changes to the project unless it gives the Purchaser notice of the changes as required by section 13.1 of the *Condominium Property Act*.

8. Warranty

8.1 The Developer agrees to enroll the project with a third-party warranty provider approved under the *New Home Buyers Protection Act*. As such, the Unit will carry the customer protection package specified by the warranty provider, summarized as follows:

a) 1-year warranty on Workmanship and Materials;
b) 2-year warranty on Delivery and Distribution Systems;
c) 5-year warranty on Building Envelope; and
d) 10-year warranty on Structural components.

8.2 A copy of the applicable warranties is included in the Other Documents section of the Developer's disclosure package. All other warranties are excluded.

8.3 Any disputes arising under this agreement shall be settled using the dispute resolution procedure created by the *New Home Buyer's Protection Act*.

9. Closing Date and Possession

9.1 The Unit is part of a project with several units. The Developer is entitled to delay construction of the Unit at its preference.

9.2 Notwithstanding paragraph 9.1, the Developer must, in any event, ensure that the Unit is ready for occupancy within the range of dates set out in the Occupancy Date Statement.

9.3 Although the Developer cannot guarantee a possession date until construction is well underway, the Developer agrees to give the Purchaser 35 days written notice of the date the Unit will be ready for occupancy. That date will be the "**Closing Date**".

9.4 The Purchaser acknowledges that the Unit could be ready for occupancy even though certain seasonal items (exterior paint, concrete work, decks, landscaping, etc.) have yet to be completed. The Developer shall complete those items as soon as practicable.

9.5 The Purchaser agrees to complete the purchase on or before the Closing Date.

10. Transfer of Title

10.1 The transaction will proceed according to normal real estate conveyancing practice. In other words, the Developer will provide a Transfer of Land to the Purchaser's lawyer on trust conditions designed to ensure that upon registration of the transfer, the entire balance due to the Developer will be paid. Each party will pay their own legal costs.

10.2 Under the terms of an acquisition agreement between the University District Trust and Rohit Communities (Calgary) Inc., the Developer is prohibited from granting early possession or possession as tenants at will.

10.3 The Developer will ensure that title to the Unit will be free of all encumbrances except:

a) any encumbrance in favour of the University District Neighborhood Association, concerning operation of the homeowner's association for the neighborhood in which the project is located;

b) any non-financial encumbrances registered by neighbouring landowners, public authorities or utility companies, relating to access, use, architectural guidelines, drainage, utility rights of way, environmental protection, development agreements or other similar matters; and

c) any encumbrances which the Developer's lawyer has agreed to discharge as part of the conveyancing process.

10.4 The Developer is responsible for property taxes, condominium fees and other such charges which have accrued up to the Closing Date. The Purchaser is responsible for any such charges accruing from the Closing Date onwards.

The final amount due to the Developer will be adjusted slightly (up or down) so that any prepaid or unpaid amounts are allocated to the proper party.

10.5 If the Closing Date occurs before Condominium Fees have been assessed, the Purchaser agrees to pay the Developer 80% of the proposed condominium fees (as shown in the Developer's disclosure package) to help cover project management costs (utilities, snow removal, insurance, etc.).

10.6 Since the project is being built entirely at the Developer's request, the Developer is the "owner" as defined in the *Prompt Payment and Construction Lien Act*. Accordingly, unless extraordinary circumstances exist, the Developer will not be required to hold back funds under the *Prompt Payment and Construction Lien Act*.

10.7 Except where the Developer has given its written consent to other arrangements, any amount not released to the Developer on the Closing Date shall bear interest at an annual effective rate of 18%. The Developer may, upon notice, use any other remedies available to it arising from the Purchaser's failure to complete the purchase.

10.8 The Developer confirms that it is a resident of Canada. Non-resident holdbacks do not apply.

11. Purchaser's Interest Caveat

11.1 The Purchaser shall not file a caveat in respect of this agreement against the Unit. If such caveat is filed, the Developer may terminate this agreement, rendering it null and void and of no further force and effect and the Developer shall be entitled to retain all monies paid hereunder on account of liquidated damages and not as a penalty.

12. Notices

12.1 The parties may give each other written notices under this agreement:

a) by email using the email address shown on this purchase agreement, or
b) by regular mail using mailing address shown on this agreement.

12.2 Either party may change its address for notices by providing a written notice to that effect.

13. Goods & Services Tax

13.1 The Purchase Price of the Unit includes net GST. In other words, the Developer will pay the GST arising from the sale as long as the Purchaser assigns the New Housing Rebate to the Developer. If the Purchaser is not entitled to the New Housing Rebate the Purchaser will:

a) pay the Developer an amount equal to the Rebate which would otherwise have been paid;
b) be free to claim any GST rebates available to owners of rental properties.

13.2 If the GST applicable to this transaction changes, the final amount payable to the Developer will be adjusted so that the Purchaser pays the actual amount of GST required.

14. Leased Land

14.1 The project will be located on lands that are to be leased from the University District Trust by its trustee University of Calgary Properties Group Ltd. for a term of 99 years. The lease will be fully pre-paid by the Developer. The condominium plan for the project will subdivide the leasehold interest only. Accordingly:

a) Each owner will receive a title to their Units(s) issued by the Land Titles Office in Calgary. The title will show that the Unit is on leased land.
b) While the lease is in effect, the condominium will operate like any other condominium project. If the lease expires without extensions, the condominium titles will be extinguished at the conclusion of the 99 year lease.
c) At any time during the currency of the lease, the condominium corporation will have the owner's authority to negotiate with the landlord concerning extensions to the lease. The condominium corporation's bylaws will allow the corporation to collect the funds required for any such extension from all owners through the assessment of condominium fees.

15. Assignment of Purchaser's Interest

15.1 The Purchaser agrees not to assign this agreement or his interest herein, in whole or in part without first obtaining the written consent of the Developer, which may be unreasonably or arbitrarily withheld. In the event the Developer consents to such assignment, the Developer's consent shall be conditional on the Purchaser obtaining from the assignee for the benefit of the Developer, an agreement to be bound by all the terms, conditions and covenants of the Purchaser contained in this agreement. No assignment shall relieve the Purchaser of his obligations hereunder.

16. Miscellaneous

16.1 Words of number or gender used in this purchase agreement shall be read as the context requires. For example, "he" can mean "he", "she", "they" or "it" depending on whether the person involved is a man, a woman, a group or a corporation.

16.2 The parties agree to deal fairly with each other concerning resolution of disputes. If direct resolution of a dispute is not achieved, the parties agree to use the mediation services offered by the Alberta New Home Warranty Program. The parties may initiate, but may not pursue, other forms of dispute resolution unless the mediation process has been unsuccessful.

16.3 The Developer is allowed to forward the Purchaser's contact information to various parties directly connected with this transaction, including material suppliers, subtrades, warranty provider, lenders, lawyers, and anyone else who needs the Purchaser's contact information to carry out their part of the transaction.

16.4 On marketing materials, Unit sizes have been estimated using standards developed for rental buildings (i.e. Unit areas include all of exterior walls, half of party walls, nothing for garages or Unit's share of common property). On the registered condominium plan, Unit sizes are likely to be based on interior measurements only.

16.5 The parties agree to sign such documents and to do such things as may be required to give effect to the spirit and intent of this agreement.

16.6 This agreement is governed by the laws of the Province of Alberta, without regard to conflict of law principles that would require the application of the laws of another jurisdiction. Subject to paragraphs 8.3 and 16.2, the parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta.

16.7 The Developer has produced (and the Purchaser has received) a customer information package that includes the disclosure documents required by the *Condominium Property Act* and Regulations. The parties consent to the use of electronic means for purposes of meeting the disclosure requirements.

17. Entire Agreement

17.1 This purchase agreement contains the entire agreement between the parties. In other words, the parties are not legally bound to honour any obligations other than those contained in this purchase agreement. This agreement may be amended only by a further written agreement, signed by both parties.

SECTION 2: CONDOMINIUM PLAN

ADDRESS OF CONDOMINIUM CORPORATION:

<CONDO CORPORTION NAME>
<CONDO CORP STREET ADDRESS>
<CONDO CORP CITY/TOWN>
<CONDO CORP POSTAL CODE>

NOTE

FOR ANY ENDORSEMENT, REGISTRATION MEMORANDUM, NOTIFICATION OR OTHER ENTRY THAT IS TO BE MADE ON THE PLAN, PLEASE SEE THE CONDOMINIUM ADDITIONAL SHEET (CS) WHICH IS ADDED TO THIS PLAN PURSUANT TO THE ONDOMINIUM PROPERTY REGULATION.

REGISTRAR
LAND TITLES OFFICE

PHASE 1 SHEET 1 OF 3

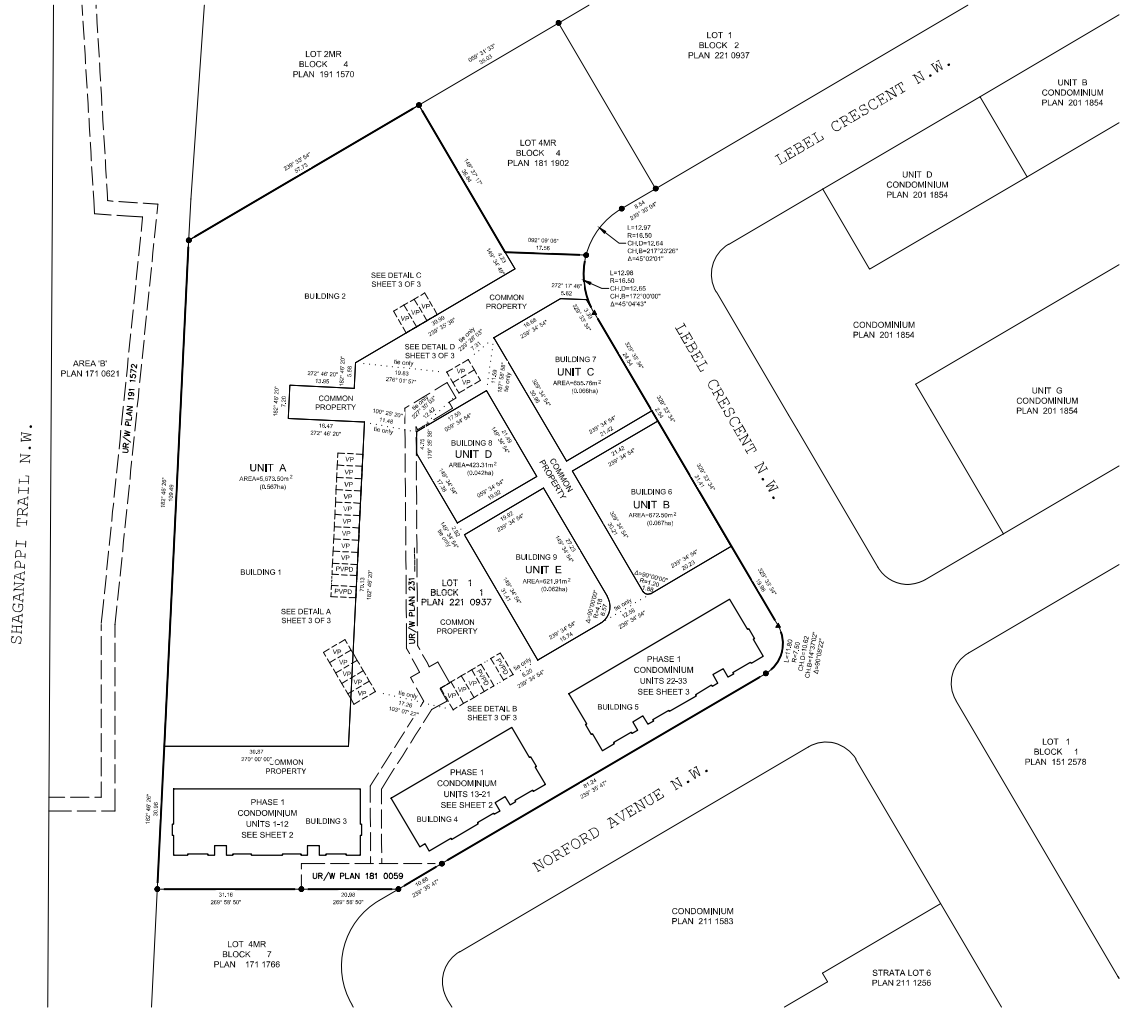
PLAN NO. _____

ENTERED AND REGISTERED

ON _____

INSTRUMENT NO: _____

A.D.REGISTRAR



Suite Numbers	Unit Number	Unit Factor	Approximate Unit Areas (m^2)
102	1	69	158.0
101	2	34	54.7
103	3	69	177.1
104	4	69	156.6
106	5	37	71.7
105	6	69	158.3
108	7	69	158.3
107	8	37	73.1
109	9	69	156.6
110	10	69	177.1
112	11	34	54.7
111	12	69	158.0
201	13	69	177.2
203	14	34	54.2
202	15	69	157.6
205	16	69	158.3
204	17	37	71.7
206	18	69	156.5
207	19	69	177.1
209	20	34	54.7
208	21	69	158.0
302	22	69	158.0
301	23	34	54.7
303	24	69	177.1
304	25	69	156.6
306	26	37	73.1
305	27	69	158.3
308	28	69	158.3
307	29	37	71.7
309	30	69	156.6
310	31	69	177.1
312	32	34	54.7
311	33	69	158.0
Bldg 1-2	A	6192	5673.5
Bldg 6	B	519	672.5
Bldg 7	C	519	655.8
Bldg 8	D	344	423.3
Bldg 9	E	519	621.9
	Total	10000	

UNIT FACTORS FOR UNITS 1 TO 33 ARE BASED ON THE APPROXIMATE UNIT FLOOR AREA. UNITS A TO E ARE TO BE PHASED.

TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

Lot 1, Block 1, Plan 221 0937

WITHIN

N.E.1/4 Sec.25, Twp.24, Rge.2, W. 5 M.

SCALE: 1:500 0 2.5 5 10 25 50 METRES

BY: NATHAN PRINS, A.L.S. 2023

LEGEND

Distances shown are in metres and decimals thereof.
Distances shown on curved boundaries are Arc distances.
Alberta Survey Control Markers are shown thus:
Drill holes are shown thus:
Statutory Iron Posts are shown thus: found ■ placed ø
Concrete Nails are shown thus: found ● placed ○, marked 'P078'
Re-established position and left no marks shown thus: found ▲ placed △
Area referred to by this plan contains 1.53 ha and is outlined thus: ×

Geo-Reference Point shown thus: RP
Bearings are Grid and derived from GPS Observations
The Coordinate System used for this plan is:
Datum - North American Datum 1983
Projection - 3° Transverse Mercator
Reference Meridian - 114° West Longitude
Combined Scale Factor - 0.999
Geo-Referenced point is <CHOOSE TYPE>
Grid Coordinate: N. _____ E: _____

The boundaries of Units A to F are governed by the monuments placed pursuant to the Surveys Act.
Unit Numbers are shown thus; UNIT A, UNIT 1, UNIT 2 etc.

All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines
Areas and internal unit dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements
Cross section views are examples only and do not show all ceiling heights within all units.
Balcony and Patio areas respectively are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 50 of the Condominium Property Act.

Boundary Definitions:
The boundaries of Unit 1-33 are as described in Section 9 (1) of the Condominium Property Act or where no walls exist Unit boundaries are governed by the dimensions shown.
All areas not designated as part of a unit are part of common property.

1) where walls exist shown thus: _____

POST TENSION CABLE

This plan is accompanied by a certificate regarding post tensioned cables and signed by _____ stating there are no post tensioned cables located anywhere on or within the building or the property on which the building is located.

ABBREVIATIONS

N.	North	R/W	Right-of-Way	RP	Geo-Referenced	PVPD	Parking for Visitors or Persons with Disabilities
W.	West	Re-est.	Re-established	Point			
Sec.	Section	Res.	Restored	MR	Municipal	VP	Visitor Parking
Twp.	Township	Wit.	Witness	Reserve			
Rge.	Range	R	Radius	ER	Environmental		
M.	Meridian	L	Arc Length	Reserve			
Fd.	Found	ha	Hectare	PUL	Public Utility Lot		
Pl.	Placed	Ac.	Acre	Δ	Central Angle of		
I.	Iron Post	Spk.	Spike	Curve			
I.Bar	Iron Bar	DH	Drill Hole	CH.D	Chord Distance		
Mk.	Mark	C.N.	Concrete Nail	CH.B	Chord Bearing		
(R)	Radial Bearing	m	Metres	ck.m	Check Measured		

SURVEYOR

NAME: NATHAN PRINS, A.L.S.

SURVEYED BETWEEN THE DATES OF _____ AND _____ 2022
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

ASSOCIATION OF ALBERTA LAND SURVEYORS P 078 TRONNES GEOMATICS INC. PERMIT NUMBER

REGISTERED OWNERS

_____

APPROVING AUTHORITY

NAME: _____
FILE NO. _____
DATE APPROVED: _____

G.C./J.K./J.S.R.

CAD File: 22-1069C-BC1-S-1.dwg

TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z9; 403-207-0303; File: 22-1069C

REGISTRAR
LAND TITLES OFFICE

PHASE 1 SHEET 2 OF 3

PLAN NO. _____

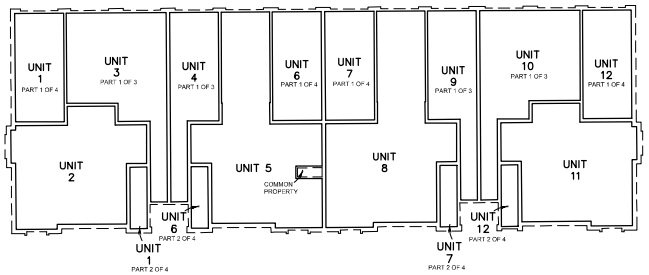
ENTERED AND REGISTERED

ON _____

INSTRUMENT NO: _____

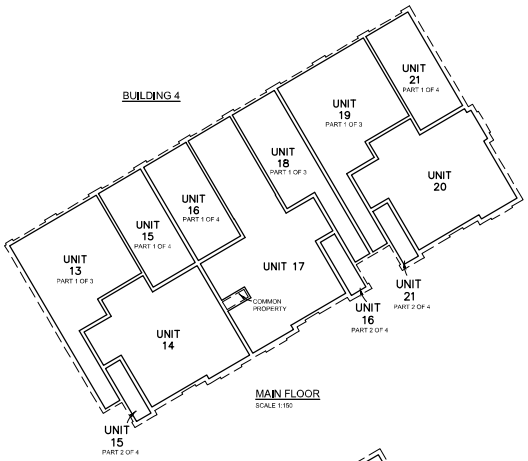
A.D.REGISTRAR

BUILDING 3

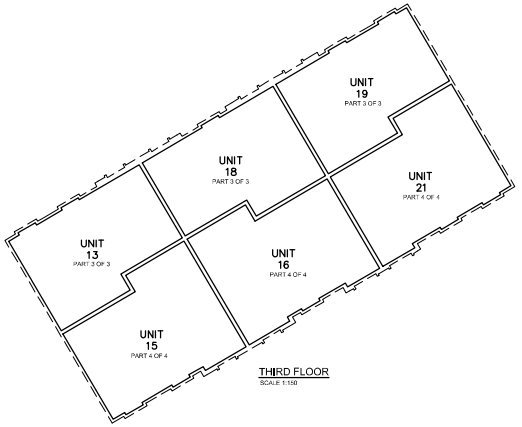


MAIN FLOOR
SCALE 1:150

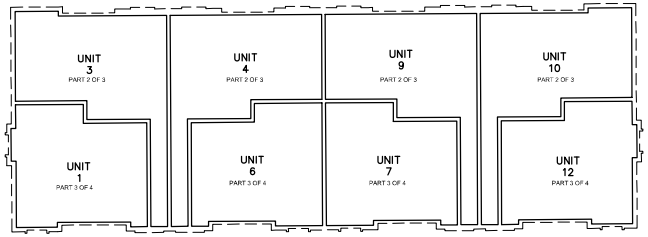
BUILDING 4



MAIN FLOOR
SCALE 1:150



THIRD FLOOR
SCALE 1:150



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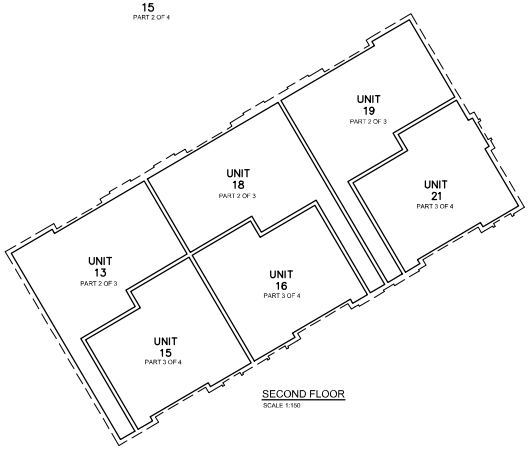

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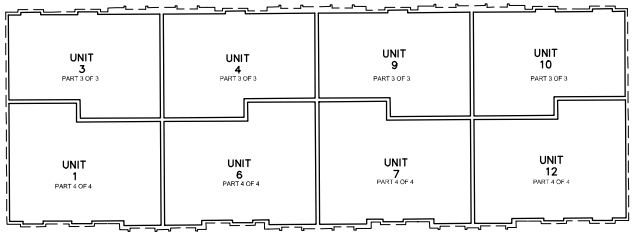


THIRD FLOOR
SCALE 1:150

CROSS SECTION A-A
SCALE 1:150

CROSS SECTION B-B
SCALE 1:150

G.C./J.K./J.S.R.

CAD File: 22-1069C-BC1-5-2.dwg

TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z9; 403-207-0303; File: 22-1069C

REGISTRAR
LAND TITLES OFFICE

PHASE 1 SHEET 3 OF 3

PLAN NO. _____

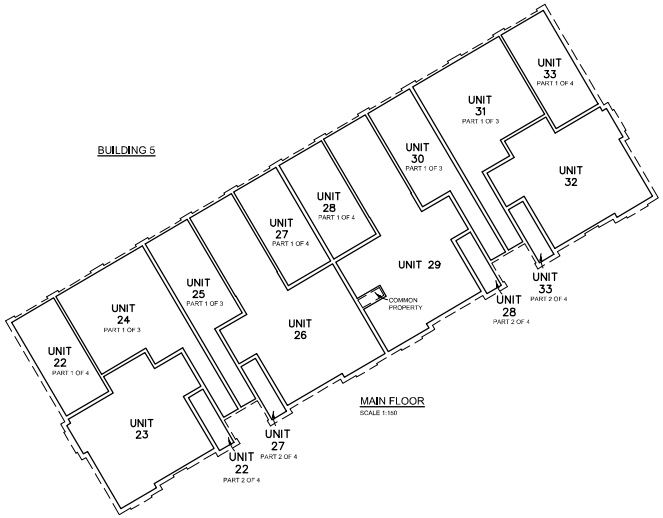
ENTERED AND REGISTERED

ON _____

INSTRUMENT NO: _____

A.D.REGISTRAR

BUILDING 5



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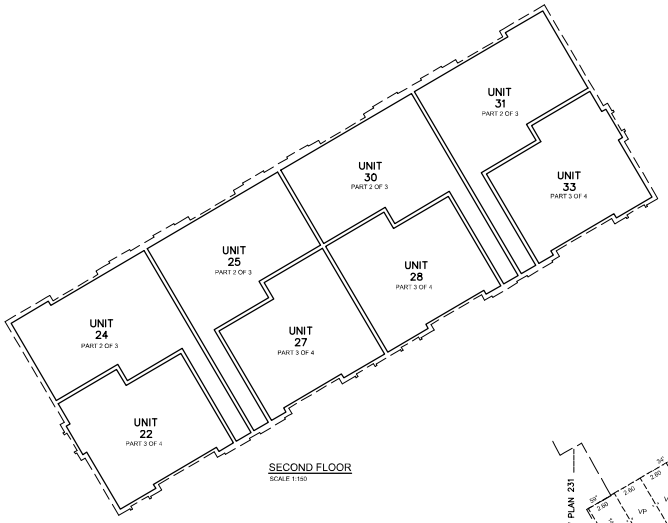

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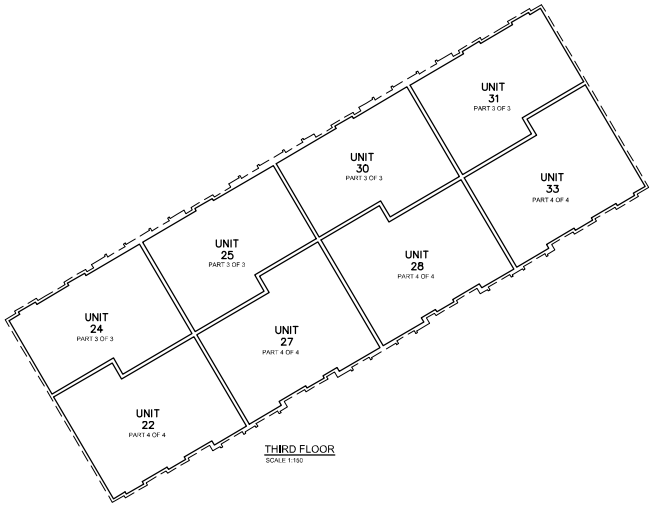
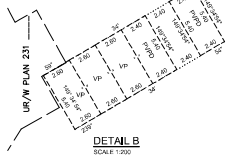


THIRD FLOOR
SCALE 1:150



CROSS SECTION C-C
SCALE 1:150



DETAIL B
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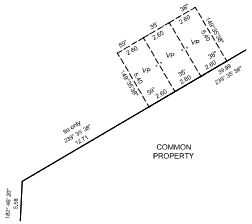
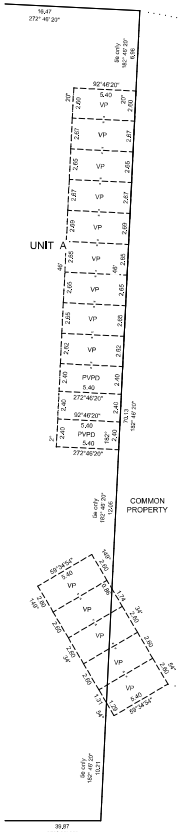


DETAIL C
SCALE 1:200



DETAIL D
SCALE 1:200



DETAIL A
SCALE 1:200

G.C./J.K./J.S.R.

CAD File: 22-1069C-BC1-5-3.dwg

TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z9; 403-207-0303; File: 22-1069C

Suite Numbers	Unit Number	Unit Factor	Approximate Unit Areas (m^2)
1101	34	51	74.4
1102	35	60	85.0
1103	36	27	39.9
1104	37	32	45.9
1105	38	58	84.4
1106	39	37	54.4
1107	40	37	54.4
1108	41	37	54.4
1109	42	37	54.4
1110	43	37	54.4
1111	44	49	71.6
1112	45	58	84.5
1113	46	32	45.9
1114	47	27	39.9
1115	48	60	85.0
1116	49	39	56.3
1117	50	39	56.3
1118	51	39	56.3
1119	52	33	47.8
1201	53	56	81.9
1202	54	60	85.2
1203	55	27	39.9
1204	56	32	45.9
1205	57	58	84.4
1206	58	37	54.4

Suite Numbers	Unit Number	Unit Factor	Approximate Unit Areas (m^2)
1207	59	37	54.4
1208	60	37	54.4
1209	61	37	54.4
1210	62	37	54.4
1211	63	54	78.2
1212	64	58	84.5
1213	65	32	45.9
1214	66	27	39.9
1215	67	60	85.0
1216	68	39	56.3
1217	69	39	56.3
1218	70	39	56.3
1219	71	51	74.4
1301	72	56	81.9
1302	73	60	85.2
1303	74	27	39.9
1304	75	32	45.9
1305	76	58	84.4
1306	77	37	54.4
1307	78	37	54.4
1308	79	37	54.4
1309	80	37	54.4
1310	81	37	54.4
1311	82	54	78.2
1312	83	58	84.5

Suite Numbers	Unit Number	Unit Factor	Approximate Unit Areas (m^2)
1313	84	32	45.9
1314	85	27	39.9
1315	86	60	85.0
1316	87	39	56.3
1317	88	39	56.3
1318	89	39	56.3
1319	90	51	74.4
1401	91	56	81.9
1402	92	60	85.2
1403	93	27	39.9
1404	94	32	45.9
1405	95	58	84.4
1406	96	37	54.4
1407	97	37	54.4
1408	98	37	54.4
1409	99	37	54.4
1410	100	37	54.4
1411	101	54	78.2
1412	102	58	84.5
1413	103	32	45.9
1414	104	27	39.9
1415	105	60	85.0
1416	106	39	56.3
1417	107	39	56.3
1418	108	39	56.3
1419	109	51	74.4

Unit Number	Unit Factor	Approximate Unit Areas (m^2)
110	1	15.4
111	1	13.5
112	1	13.5
113	1	13.5
114	1	13.5
115	1	13.5
116	1	13.5
117	1	13.5
118	1	13.5
119	1	13.5
120	1	13.5
121	1	13.5
122	1	13.5
123	1	13.5
124	1	13.5
125	1	13.5
126	1	13.5
127	1	15.4
128	1	15.4
129	1	13.5
130	1	15.4
131	1	13.5
132	1	13.5
133	1	13.5
134	1	13.5
135	1	13.5
136	1	13.5
137	1	13.5
138	1	13.5
139	1	13.5
140	1	13.5
141	1	14.0
142	1	13.5
143	1	13.5
144	1	15.4
145	1	15.4
146	1	13.5
147	1	13.5
148	1	13.5
149	1	13.5
150	1	13.5
151	1	13.5
152	1	13.5
153	1	13.5
154	1	13.5
155	1	13.5
156	1	13.5
157	1	13.5
158	1	13.5
159	1	13.5
160	1	13.5
161	1	13.5
162	1	13.5
163	1	13.5
164	1	13.5
165	1	13.5
166	1	15.4
167	1	15.4
168	1	13.5
169	1	13.5
170	1	13.5
171	1	13.5
172	1	13.5
173	1	13.5
174	1	13.5
175	1	15.4
176	1	13.5
177	1	13.5
178	1	13.5
179	1	13.5
180	1	13.5
181	1	13.5
182	1	13.5
183	1	13.5
184	1	13.5
185	1	13.5
186	1	13.5
187	1	13.5
188	1	13.5
189	1	13.5
190	1	13.5
191	1	13.5
192	1	13.5
193	1	13.5
194	1	15.4
195	1	15.4
196	1	13.5
197	1	13.5
198	1	13.5
199	1	13.5
200	1	13.5
201	1	13.5
202	1	13.5
203	1	13.5
204	1	13.5
205	1	13.5
206	1	13.5
207	1	13.5
208	1	13.5
209	1	13.5
210	1	13.5
211	1	13.5
212	1	13.5

Unit Number	Unit Factor	Approximate Unit Areas (m^2)
213	1	13.5
214	1	13.5
215	1	13.5
216	1	13.5
217	1	13.5
218	1	13.5
219	1	13.5
220	1	13.5
221	1	13.5
222	1	13.5
223	1	13.5
224	1	13.5
225	1	13.5
226	1	13.5
227	1	13.5
228	1	13.5
229	1	15.4
230	1	15.4
231	1	13.5
232	1	13.5
233	1	13.5
234	1	13.5
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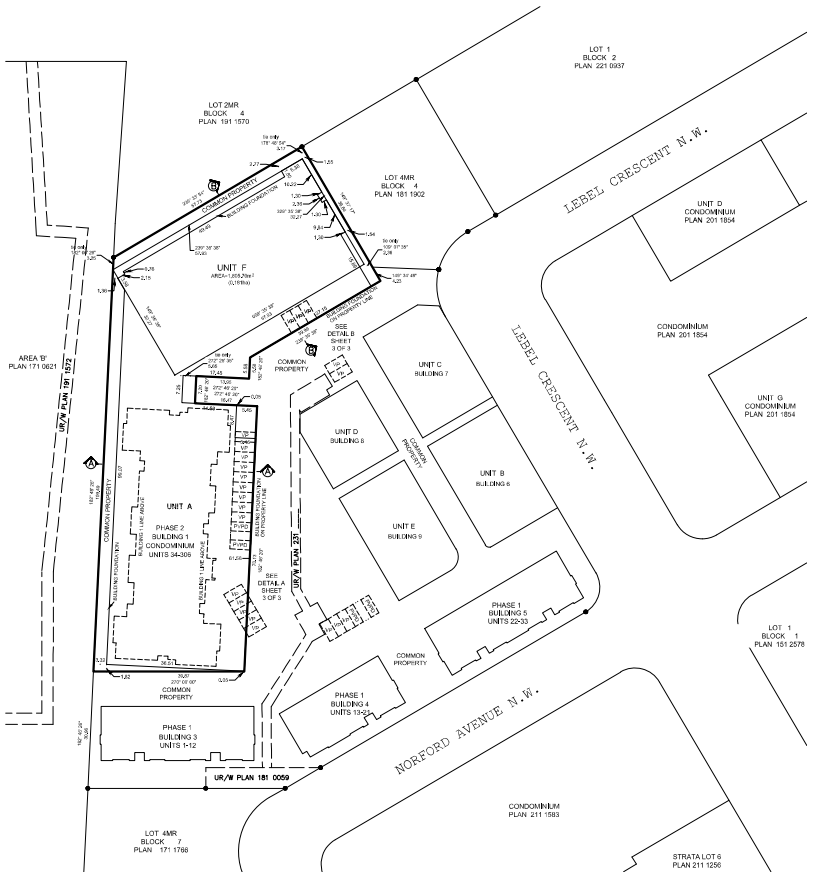
245	1	13.5
246	1	13.5
247	1	15.4
248	1	15.4
249	1	13.5
250	1	13.5
251	1	13.5
252	1	13.5
253	1	13.5
254	1	13.5
255	1	13.5
256	1	13.5
257	1	13.5
258	1	13.5
259	1	13.5
260	1	13.5
261	1	13.5
262	1	15.4
263	1	13.5
264	1	13.5
265	1	15.4
266	1	13.5
267	1	13.5
268	1	13.5
269	1	13.5
270	1	15.4
271	1	1.4
272	1	1.4
273	1	1.4
274	1	1.4
275	1	1.4
276	1	1.4
277	1	1.4
278	1	1.4
279	1	1.4
280	1	1.4
281	1	1.4
282	1	1.4
283	1	1.4
284	1	1.4
285	1	1.4
286	1	1.4
287	1	1.2
288	1	1.4
289	1	1.4
290	1	1.4
291	1	1.4
292	1	1.4
293	1	1.4
294	1	1.4
295	1	1.4
296	1	1.4
297	1	1.4
298	1	1.4
299	1	1.4
300	1	1.4
301	1	1.4
302	1	1.4
303	1	1.4
304	1	1.4
305	1	1.4
306	1	1.4
F	2755	
TOTAL	6192	

UNIT FACTORS FOR UNITS 34 TO 109 ARE BASED ON THE APPROXIMATE UNIT FLOOR AREA.
UNITS 110-270 ARE GIVEN A NOMINAL AMOUNT OF 1 DUE TO ITS USAGE AS VEHICLE PARKING.
UNITS 271-305 ARE GIVEN A NOMINAL AMOUNT OF 1 DUE TO ITS USAGE AS STORAGE.
UNIT F TO BE PHASED.



REGISTRAR
LAND TITLES OFFICE

PHASE 2 SHEET 1 OF 3

PLAN NO. _____

PHASED 2 ENTERED AND REGISTERED

ON _____

INSTRUMENT NO: _____

_____
A.D./REGISTRAR

TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

UNIT A AND 0,000/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY IN CONDOMINIUM PLAN 231 ____

WITHIN

N.E.1/4 Sec.25, Twp.24, Rge.2, W. 5 M.

SCALE: 1:500 (0 2.5 5 10 25 50 METRES)

BY: NATHAN PRINS, A.L.S. 2023

LEGEND

Distances shown are in metres and decimals thereof.
Distances shown on curved boundaries are Arc distances.
Alberta Survey Control Markers are shown thus:
Drill holes are shown thus: found ✖ placed ✗
Statutory Iron Posts are shown thus: found ● placed ○, marked 'P078'
Concrete Nails are shown thus: found ▲ placed △
Re-established position and left no marks shown thus: ×
Area referred to by this plan contains 0.291 ha and is outlined thus:

Geo-Reference Point shown thus: RP
Bearings are Grid and derived from GPS Observations
The Coordinate System used for this plan is:
Datum - North American Datum 1983
Projection - 3° Transverse Mercator
Reference Meridian - 114° West Longitude
Combined Scale Factor - 0.999 ___
Geo-Referenced point is <CHOOSE TYPE>
Grid Coordinate: N.____ E.____

The boundaries of Unit F is governed by the monuments placed pursuant to the Surveys Act.
Unit Numbers are shown thus: UNIT F, UNIT 34, UNIT 35 etc.

All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines.
Areas and internal unit dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements.
Cross section views are examples only and do not show all ceiling heights within all units.
Balcony and Patio areas respectively are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 50 of the Condominium Property Act.
All areas not designated as part of a unit are part of common property.

Boundary Definitions:
The boundaries of Unit 34-305 are as described in Section 9 (1) of the Condominium Property Act or where no walls exist Unit boundaries are governed by the dimensions shown.
1) where walls exist shown thus: _____
2) where no walls exist shown thus: _____

POST TENSION CABLE

This plan is accompanied by a certificate regarding post tensioned cables and signed by _____ stating there are no post tensioned cables located anywhere on or within the building or the property on which the building is located.

ABBREVIATIONS

N.	North	R/W	Right-of-Way	RP	Geo-Referenced Point
W.	West	Re-est.	Re-established	MR	Municipal Reserve
Sec.	Section	Reiss.	Reissued	ER	Environmental Reserve
Twp.	Township	Wit.	Witness	PUL	Public Utility Lot
Rge.	Range	R	Radius	Δ	Central Angle of Curve
M.	Meridian	L	Arc Length	CHD	Chord Distance
Fd.	Found	ha	Hectare	CHB	Chord Bearing
Pl.	Placed	Ac.	Acre	ck.m	Check Measured
I.	Iron Post	Spk.	Spike	PVPD	Parking for Visitors or Persons with Disabilities
I.Bar	Iron Bar	Drl	Drill Hole	VP	Visitor Parking
Mk.	Mark	C.N.	Concrete Nail		
(R)	Radial Bearing	m	Metres		

SURVEYOR

NAME: NATHAN PRINS, A.L.S.

SURVEYED BETWEEN THE DATES OF _____ AND _____ 2022
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

P 078
TRONNES GEOMATICS INC.

REGISTERED OWNERS

_____

APPROVING AUTHORITY

NAME: _____
FILE NO. _____
DATE APPROVED: _____

CAD File: 23-1003C-414-C.dwg

TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z9; 403-207-0303; File: 22-1086C

REGISTRAR
LAND TITLES OFFICE

PHASE 2 SHEET 2 OF 3

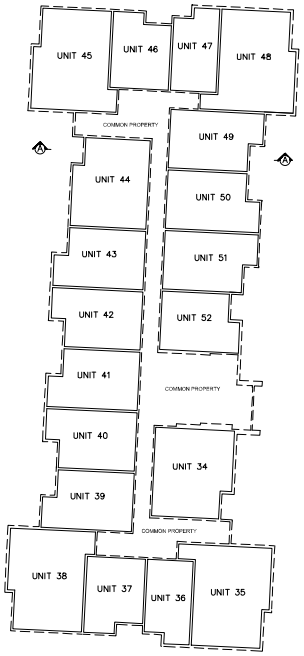
PLAN NO. _____

PHASED 2 ENTERED AND REGISTERED

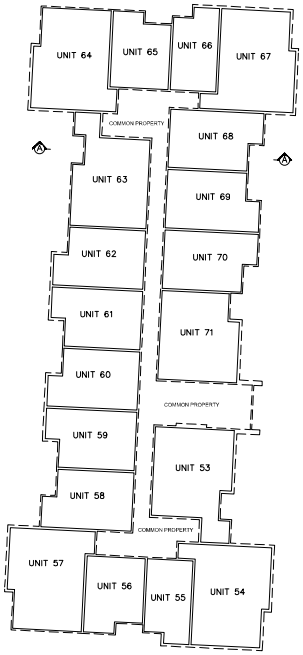
ON _____

INSTRUMENT NO: _____

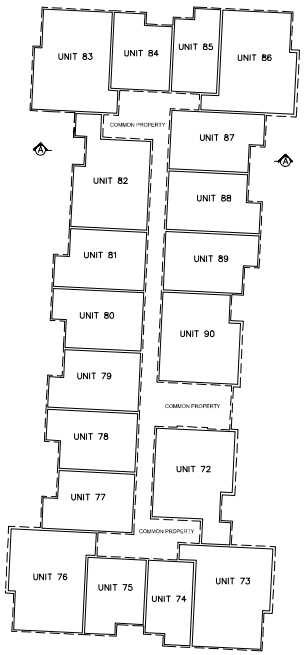
_____
A.D./REGISTRAR



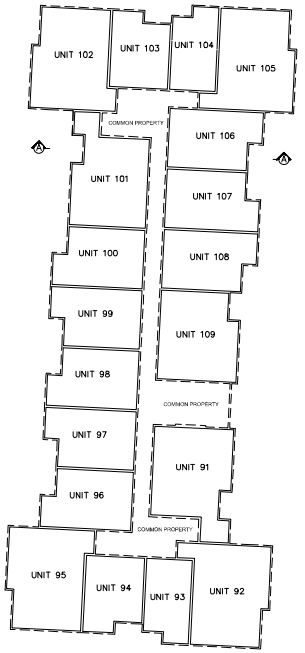
MAIN FLOOR
SCALE 1:200



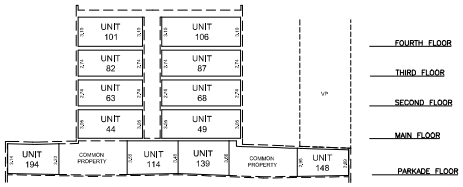
SECOND FLOOR
SCALE 1:200



THIRD FLOOR
SCALE 1:200



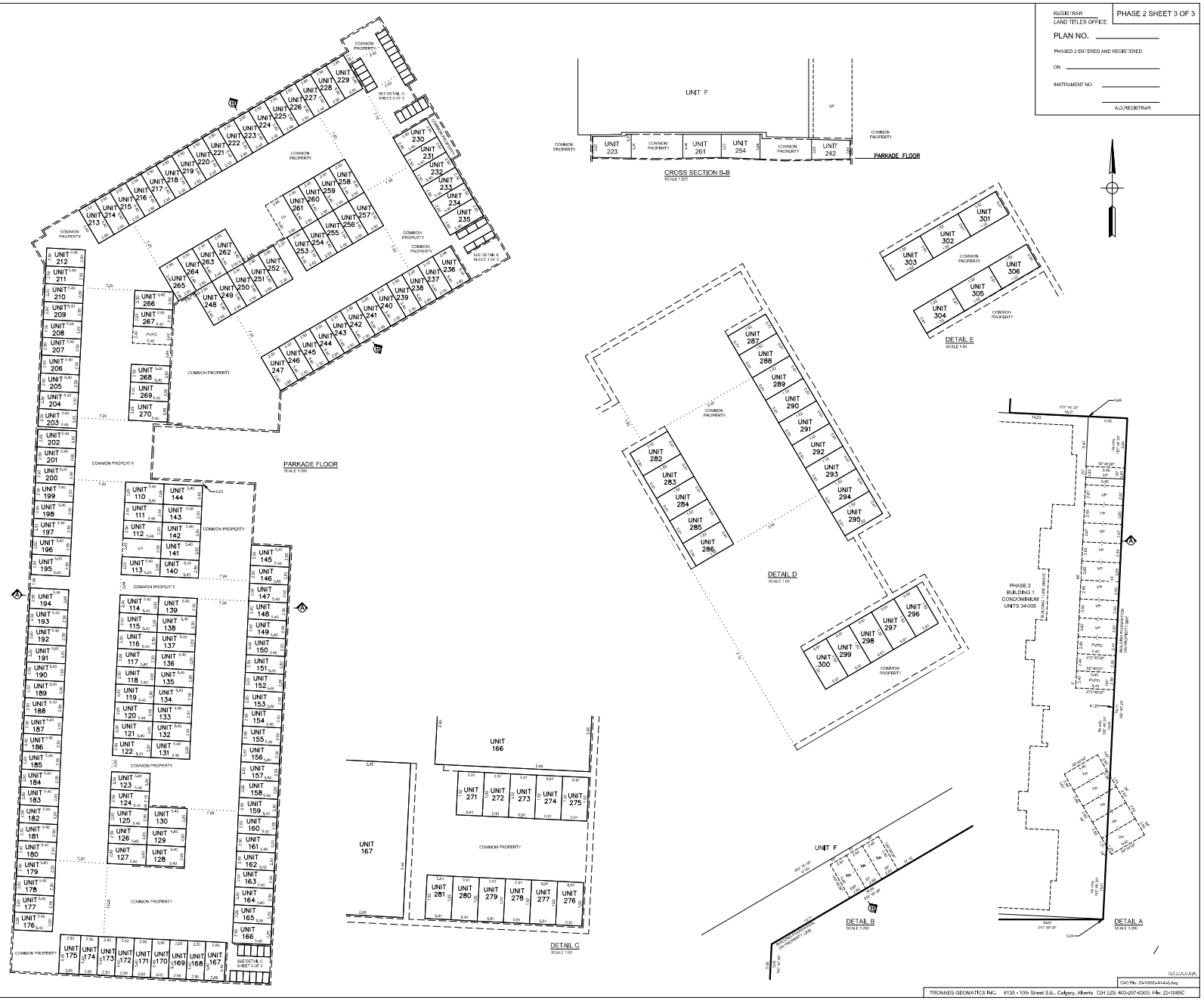
FOURTH FLOOR
SCALE 1:200

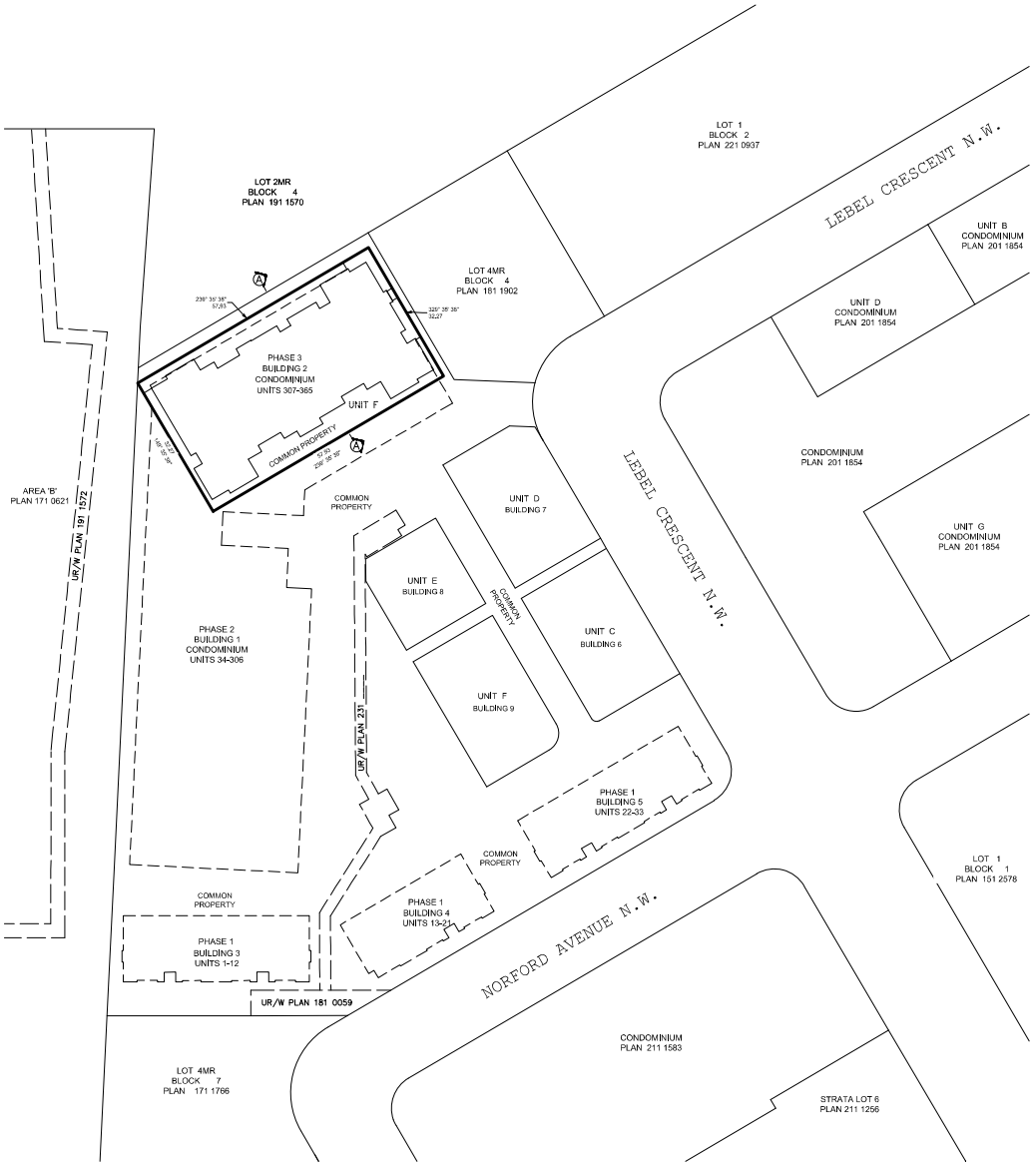


CROSS SECTION A-A
SCALE 1:200

CAD File: 33-1993C-414-2.dwg

TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z9; 403-207-0303; File: 22-1086C


REGISTRAR
LAND TITLES OFFICE
PHASE 2 SHEET 3 OF 3
PLAN NO.
PHASED 2 ENTERED AND REGISTERED
ON
INSTRUMENT NO:
A.D./REGISTRAR
PARKADE FLOOR
SCALE 1:200
CROSS SECTION B-B
SCALE 1:200
DETAIL D
SCALE 1:50
DETAIL E
SCALE 1:50
DETAIL C
SCALE 1:50
DETAIL B
SCALE 1:200
DETAIL A
SCALE 1:200
PHASE 2
BUILDING 11
CONDOMINIUM
UNITS 34-308
COMMON PROPERTY
UNIT F
TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z9; 403-207-0303; File: 22-1086C



Suite Numbers	Unit Number	Unit Factor	Approximate Unit Areas (m^2)
2101	307	39	56.3
2102	308	39	56.3
2103	309	58	84.9
2104	310	49	71.6
2105	311	58	84.4
2106	312	37	54.4
2107	313	37	54.4
2108	314	37	54.4
2109	315	37	54.4
2110	316	58	84.4
2111	317	49	71.6
2112	318	60	85.0
2113	319	39	56.3
2114	320	39	56.3
2201	321	39	56.3
2202	322	39	56.3
2203	323	58	84.9
2204	324	54	78.5
2205	325	58	84.4
2206	326	37	54.4
2207	327	37	54.4
2208	328	37	54.4
2209	329	37	54.4
2210	330	37	54.4
2211	331	58	84.4
2212	332	54	78.5
2213	333	60	85.0
2214	334	39	56.3
2215	335	61	87.8
2301	336	39	56.3
2302	337	39	56.3
2303	338	60	85.0
2304	339	54	78.5
2305	340	58	84.4
2306	341	37	54.4
2307	342	37	54.4
2308	343	37	54.4
2309	344	37	54.4
2310	345	37	54.4
2311	346	58	84.4
2312	347	54	78.5
2313	348	60	85.0
2314	349	39	56.3
2315	350	61	87.8
2401	351	39	56.3
2402	352	39	56.3
2403	353	60	85.0
2404	354	54	78.5
2405	355	58	84.4
2406	356	37	54.4
2407	357	37	54.4
2408	358	37	54.4
2409	359	37	54.4
2410	360	37	54.4
2411	361	58	84.4
2412	362	54	78.5
2413	363	60	85.0
2414	364	39	56.3
2415	365	61	87.8
	TOTAL	2755	

UNIT FACTORS FOR UNITS 307 TO 365 ARE BASED ON THE APPROXIMATE UNIT FLOOR AREA.

REGISTRAR
LAND TITLES OFFICE

PHASE 3 SHEET 1 OF 2

PLAN NO. _____

PHASED 3 ENTERED AND REGISTERED

ON _____

INSTRUMENT NO: _____

_____
A.D.REGISTRAR

TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

UNIT F AND 0,000/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY IN CONDOMINIUM PLAN 231 ____

WITHIN

N.E.1/4 Sec.25, Twp.24, Rge.2, W. 5 M.

SCALE: 1:500 0 2.5 5 10 25 50 METRES

BY: NATHAN PRINS, A.L.S. 2023

LEGEND

Distances shown are in metres and decimals thereof.
Distances shown on curved boundaries are Arc distances.
Alberta Survey Control Markers are shown thus: ⬟
Drill holes are shown thus: found ● placed ⊘
Statutory Iron Posts are shown thus: found ● placed ○, marked 'P078'
Concrete Nails are shown thus: found ▲ placed △
Re-established position and left no marks shown thus: ×
Area referred to by this plan contains 0.181 ha and is outlined thus: _____

Geo-Reference Point shown thus: RP○
Bearings are Grid and derived from GPS Observations
The Coordinate System used for this plan is:
Datum - North American Datum 1983
Projection - 3° Transverse Mercator
Reference Meridian - 114° West Longitude
Combined Scale Factor - 0.999_____
Geo-Referenced point is <CHOOSE TYPE>
Grid Coordinate:
N._____
E._____

All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines
Areas and internal unit dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements
Cross section views are examples only and do not show all ceiling heights within all units.
Balcony and Patio areas respectively are exclusive use Common Property that may be leased to the owner of a Unit pursuant to Section 50 of the Condominium Property Act.
All areas not designated as part of a unit are part of common property.
Unit Numbers are shown thus; UNIT 307, UNIT 308 etc.

Boundary Definitions:

The boundaries of Unit 307-365 are as described in Section 9 (1) of the Condominium Property Act

1) where walls exist shown thus; _____

POST TENSION CABLE

This plan is accompanied by a certificate regarding post tensioned cables and signed by _____ stating there are no post tensioned cables located anywhere on or within the building or the property on which the building is located.

ABBREVIATIONS

N.	North	R/W	Right-of-Way	RP	Geo-Referenced Point
W.	West	Re-est	Re-established	MR	Municipal Reserve
Sec.	Section	Res.	Restored	ER	Environmental Reserve
Twp.	Township	Wit.	Witness	PUL	Public Utility Lot
Rge.	Range	R	Radius	Δ	Central Angle of Curve
M.	Meridian	L	Arc Length	CH.D	Chord Distance
Fd.	Found	ha	Hectare	CH.B	Chord Bearing
Pl.	Placed	Ac.	Acre	ck.m	Check Measured
I.	Iron Post	Spk.	Spike	PVPD	Parking for Visitors or Persons with Disabilities
I.Bar	Iron Bar	DH	Drill Hole		
Mk.	Mark	C.N.	Concrete Nail	VP	Visitor Parking
(R)	Radial Bearing	m	Metres		

SURVEYOR

NAME: NATHAN PRINS, A.L.S.

SURVEYED BETWEEN THE DATES OF _____ AND _____, 2022
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

ASSOCIATION OF ALBERTA LAND SURVEYORS PERMIT NUMBER P 078 TRONNES GEOMATICS INC.

REGISTERED OWNERS

_____

APPROVING AUTHORITY

NAME: _____
FILE NO. _____
DATE APPROVED: _____

G.C.:U.K./J.S.R./S.C.

CAD File: 22-1069C-B1-k-2.dwg

TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z9; 403-207-0303; File: 22-1069C

REGISTRAR
LAND TITLES OFFICE

PHASE 3 SHEET 2 OF 2

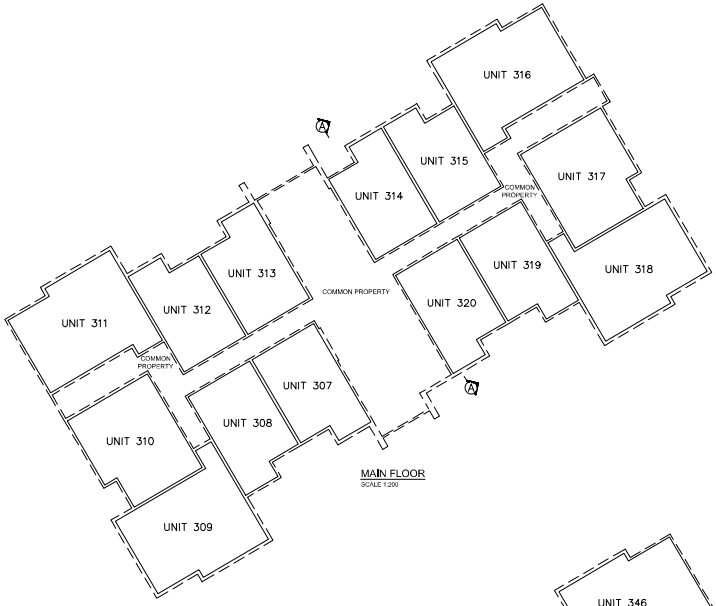
PLAN NO. _____

PHASED 3 ENTERED AND REGISTERED

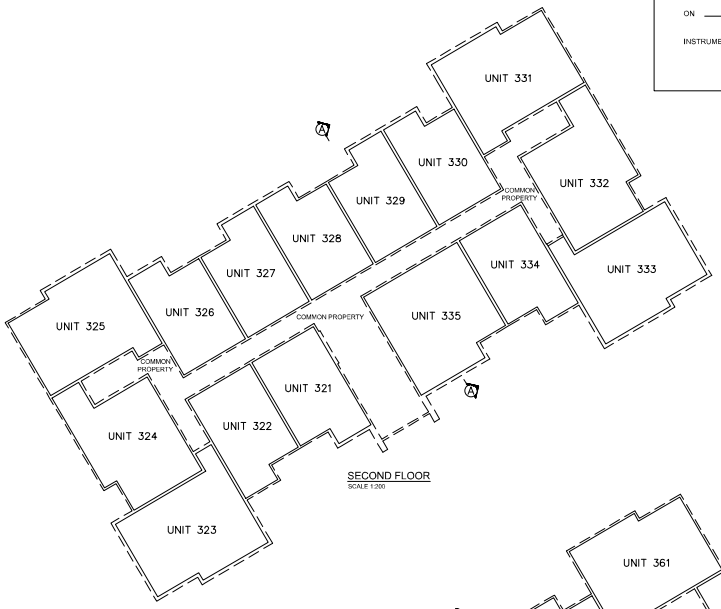
ON _____

INSTRUMENT NO: _____

_____
A.D.REGISTRAR



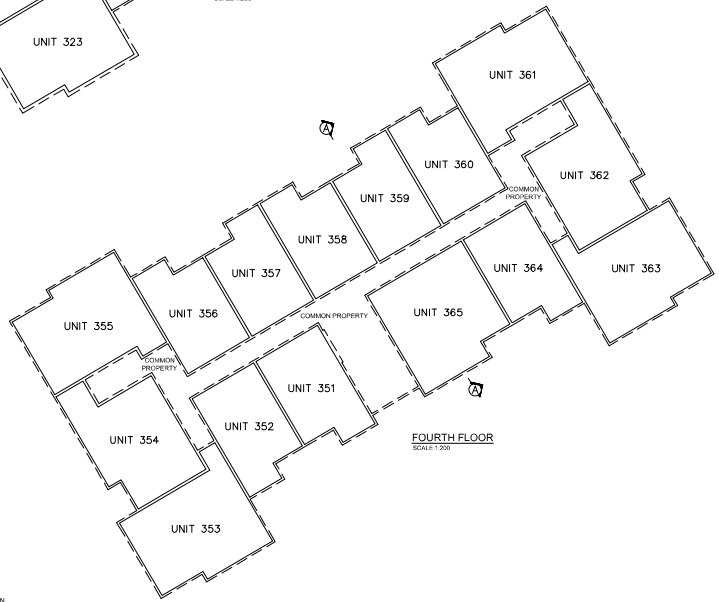
MAIN FLOOR
SCALE 1:200



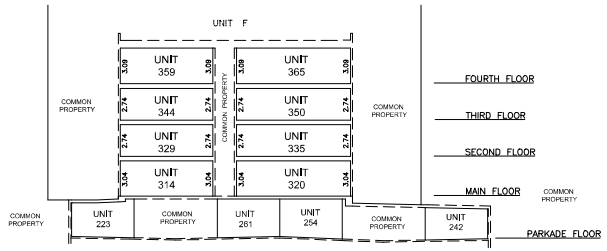
SECOND FLOOR
SCALE 1:200



THIRD FLOOR
SCALE 1:200



FOURTH FLOOR
SCALE 1:200



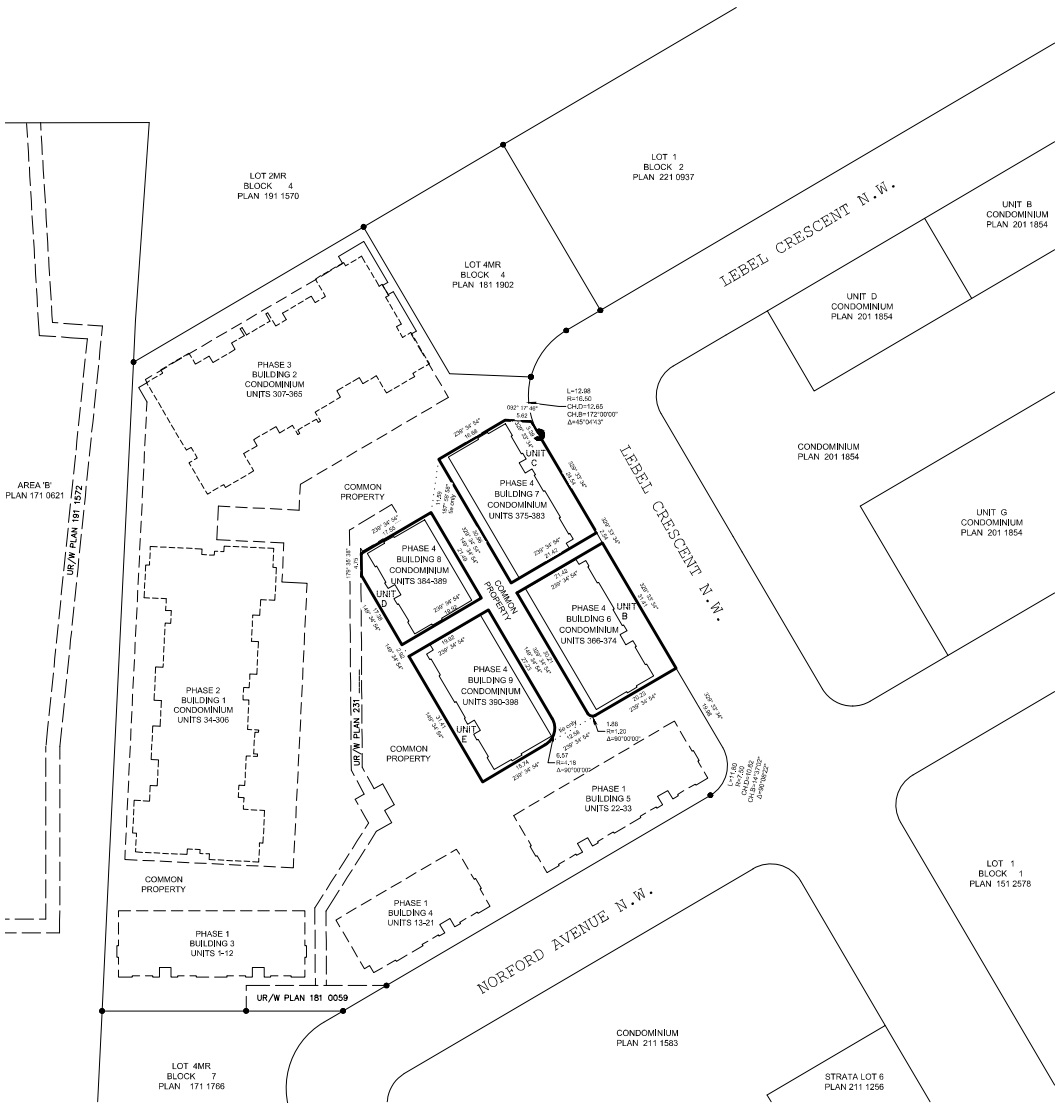
PHASE 2
CONDOMINIUM
PLAN 231____

CROSS SECTION A-A
SCALE 1:200

G.C. / J.K. / J.S.R.

CAD File: 22-1069C-B1-4-2.dwg

TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z9; 403-207-0303; File: 22-1069C



Suite Numbers	Unit Number	Unit Factor	Approximate Unit Areas (m^2)
409	366	69	177.2
408	367	69	157.6
407	368	34	54.2
406	369	37	71.7
405	370	69	158.3
404	371	69	156.5
403	372	69	177.1
402	373	69	158.0
401	374	34	54.7
509	375	34	54.7
508	376	69	158.0
507	377	69	176.9
506	378	69	156.5
505	379	69	158.3
504	380	37	71.7
503	381	34	54.2
502	382	69	157.6
501	383	69	177.2
601	384	34	54.0
602	385	69	158.1
603	386	69	177.1
604	387	69	177.1
605	388	69	158.0
606	389	34	54.7
701	390	69	177.2
702	391	69	157.6
703	392	34	54.2
704	393	37	71.7
705	394	69	158.3
706	395	69	156.5
707	396	69	177.1
708	397	69	158.0
709	398	34	54.7
	TOTAL	1901	

UNIT FACTORS FOR UNITS 366 TO 398 ARE BASED ON THE APPROXIMATE UNIT FLOOR AREA.

SURVEYOR

NAME: NATHAN PRINS, A.L.S.

SURVEYED BETWEEN THE DATES OF _____ AND _____ 2022
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

REGISTERED OWNERS

_____

APPROVING AUTHORITY

NAME: _____
FILE NO. _____
DATE APPROVED: _____

ALBERTA LAND SURVEYORS ASSOCIATION PERMIT NUMBER P 078 TRONNES GEOMATICS INC.

REGISTRAR
LAND TITLES OFFICE

PHASE 4 SHEET 1 OF 3

PLAN NO. _____

PHASED 4 ENTERED AND REGISTERED

ON _____

INSTRUMENT NO: _____

A.D.REGISTRAR

TENTATIVE

CITY OF CALGARY, ALBERTA

PLAN SHOWING SURVEY OF

PHASED CONDOMINIUM DEVELOPMENT

OF

UNIT B AND 0,000/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY, UNIT C AND 0,000/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY, UNIT D AND 0,000/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY AND UNIT E AND 0,000/10,000 UNDIVIDED SHARES IN THE COMMON PROPERTY IN CONDOMINIUM PLAN 231 ____

WITHIN

N.E.1/4 Sec.25, Twp.24, Rge.2, W. 5 M.

SCALE: 1:500 0 2.5 5 10 25 50 METRES

BY: NATHAN PRINS, A.L.S. 2023

LEGEND

Distances shown are in metres and decimals thereof.
Distances shown on curved boundaries are Arc distances.
Alberta Survey Control Markers are shown thus:
Drill holes are shown thus: found placed
Statutory Iron Posts are shown thus: found placed O, marked "P078"
Concrete Nails are shown thus: found placed
Re-established position and left no marks shown thus: ×
Area referred to by this plan contains 0.237 ha and is outlined thus:

Geo-Reference Point shown thus: RP
Bearings are Grid and derived from GPS Observations
The Coordinate System used for this plan is:
Datum - North American Datum 1983
Projection - 3° Transverse Mercator
Reference Meridian - 114° West Longitude
Combined Scale Factor - 0.999
Geo-Referenced point is <CHOOSE TYPE>
Grid Coordinate:
N. _____
E. _____

All building location dimensions refer to external concrete foundation walls and are perpendicular to boundary lines
Areas and internal unit dimensions are an approximate indication of unit size as derived from Architectural plans, and confirmed by field measurements
Cross section views are examples only and do not show all ceiling heights within all units.
Balcony and Patio areas respectively are exclusive use Common Property that may be leased the owner of a Unit pursuant to Section 50 of the Condominium Property Act.
All areas not designated as part of a unit are part of common property.
Unit Numbers are shown thus; UNIT 366, UNIT 367 etc.

Boundary Definitions:

The boundaries of Units 366-398 are as described in Section 9 (1) of the Condominium Property Act or where no walls exist Unit boundaries are governed by the dimensions shown.

1) where walls exist shown thus;

POST TENSION CABLE

This plan is accompanied by a certificate regarding post tensioned cables and signed by stating there are no post tensioned cables located anywhere on or within the building or the property on which the building is located.

ABBREVIATIONS

N.	North	R/W	Right-of-Way	RP	Geo-Referenced	
W.	West	Re-est.	Re-established	Point		
Sec.	Section	Res.	Restored	MR	Municipal Reserve	
Twp.	Township	Wit.	Witness	ER	Environmental	
Rge.	Range	R	Radius	Reserve		
M.	Meridian	L	Arc Length	PUL	Public Utility Lot	
Fd.	Found	ha	Hectare	Δ	Central Angle of	
Pl.	Placed	Ac.	Acre	Curve		
I.	Iron Post	Spk.	Spike	CH.D	Chord Distance	
I.Bar	Iron Bar	DH	Drill Hole	CH.B	Chord Bearing	
Mk.	Mark	C.N.	Concrete Nail	ck.m	Check Measured	
(R)	Radial Bearing	m	Metres			

G.C.-J.K.-J.S.-R.-S.C.

CAD File: 22-1069C-C1-6-2.dwg

TRONNES GEOMATICS INC. 6135 - 10th Street S.E., Calgary, Alberta T2H 2Z9; 403-207-0303; File: 22-1069C

REGISTRAR
LAND TITLES OFFICE

PHASE 4 SHEET 2 OF 3

PLAN NO. _____

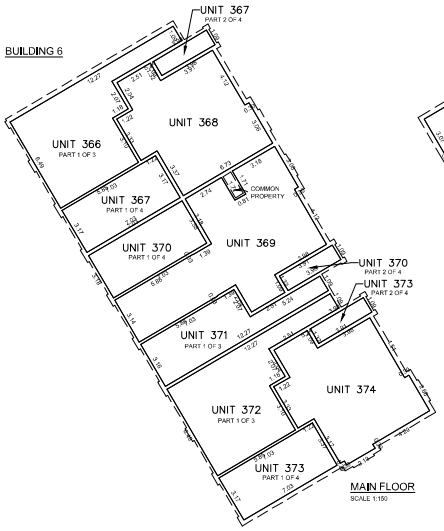
PHASED 4 ENTERED AND REGISTERED

ON _____

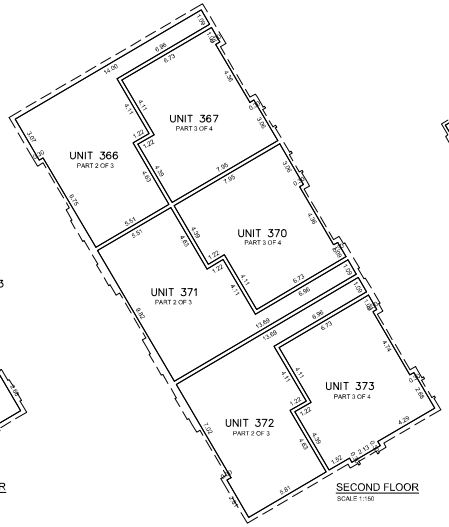
INSTRUMENT NO: _____

_____
A.D.REGISTRAR

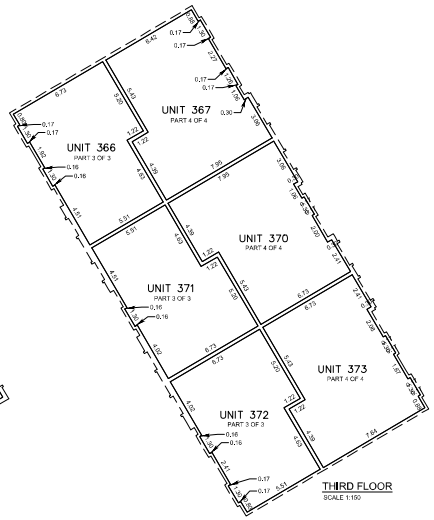
BUILDING 6



MAIN FLOOR
SCALE 1:150



SECOND FLOOR
SCALE 1:150

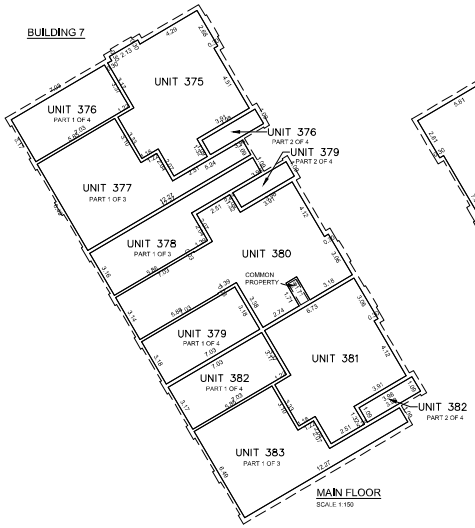


THIRD FLOOR
SCALE 1:150



CROSS SECTION A-A
SCALE 1:150

BUILDING 7



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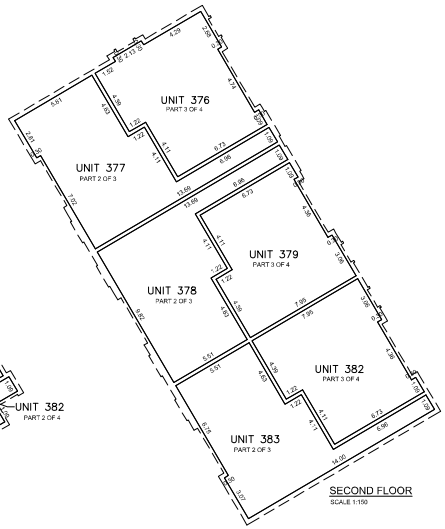
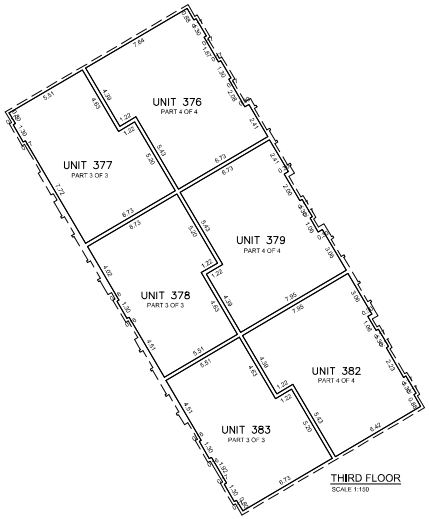


SECOND FLOOR
SCALE 1:150



THIRD FLOOR
SCALE 1:150



CROSS SECTION B-B
SCALE 1:150

G.C./J.K./J.S.R.

CAD File: 22-1069C-C1-5-2.dwg

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REGISTRAR
LAND TITLES OFFICE

PHASE 4 SHEET 3 OF 3

PLAN NO. _____

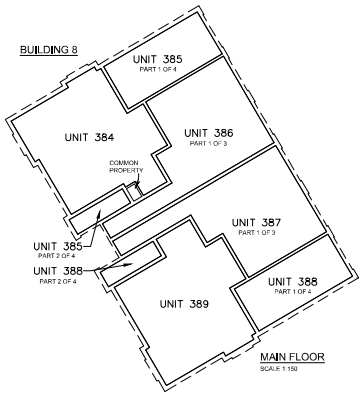
PHASED 4 ENTERED AND REGISTERED

ON _____

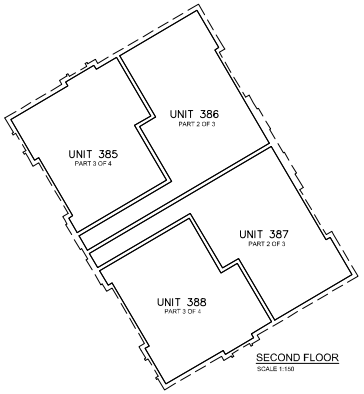
INSTRUMENT NO: _____

_____
A.D.REGISTRAR

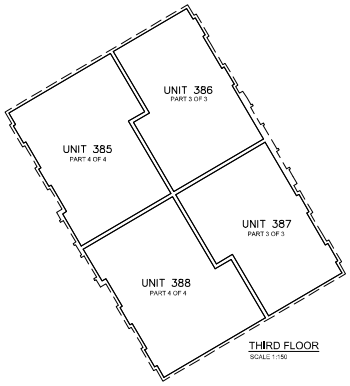
BUILDING 8



MAIN FLOOR
SCALE 1:150



SECOND FLOOR
SCALE 1:150



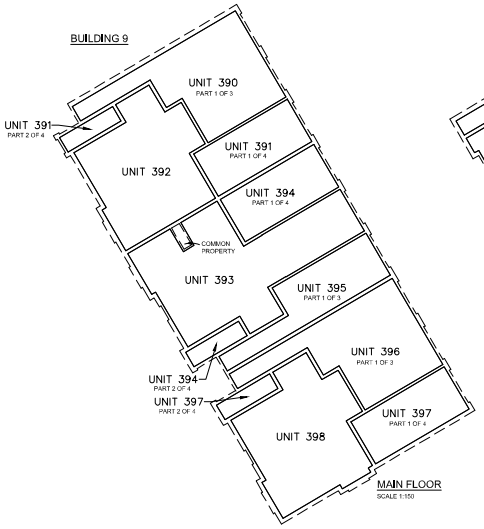
THIRD FLOOR
SCALE 1:150



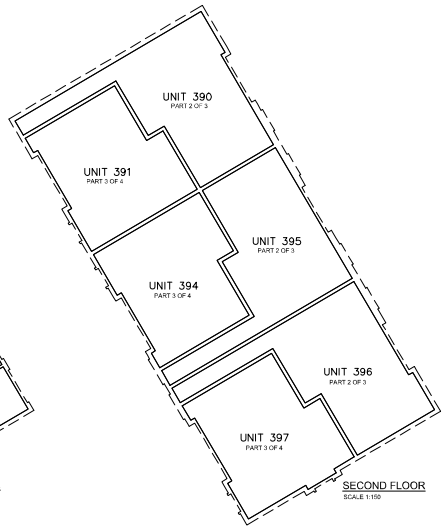
CROSS SECTION C-C
SCALE 1:150



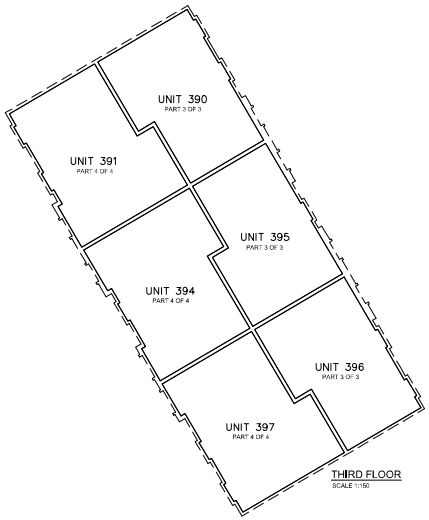
BUILDING 9



MAIN FLOOR
SCALE 1:150



SECOND FLOOR
SCALE 1:150



THIRD FLOOR
SCALE 1:150



CROSS SECTION D-D
SCALE 1:150

G.C./J.K./J.S.R.

CAD File: 22-1069C-C1-5-3.dwg

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dean's landing

magazine-worthy homes

site map



LEGEND

- Designer Condos
- Designer Townhomes Barton | Cambridge | Fairfax

This site map illustrates some or all of the lots in the project/subdivision. This document is provided for informational purposes only and does not form part of the Agreement. Lot/unit selections need to be reflected in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is mode that the facilities or features shown will be built, or if built, will be the some type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of June 7, 2023..

our homes have been purposefully designed
to help you feel better about where you live

RohitCommunities.com

Rohit COMMUNITIES
your designer homebuilder

project features

magazine-worthy condos & townhome

dean's landing







DEAN'S LANDING

The life you deserve awaits at Dean's Landing at University District. Our designer condos and townhomes are purposefully designed to make you feel better about where you live.

Dean's Landing will be certified Built Green® Gold for healthier and more sustainable homes.

- Architecturally designed exteriors for eye-catching curb appeal
- Private balconies for enjoyable outdoor living
- Pet-friendly
- Electric car chargers available
- Heated underground parking or attached garage†
- 1-2-5-10 year New Home Warranty

† As per plan

MAGAZINE-WORTHY HOMES

Every Rohit home comes complete in a magazine-worthy, globally-inspired Designer Interior™. These are professionally curated, fully thought-out looks that make selecting your interior as quick and easy as possible.

Your new home will include:

- Gorgeous thick quartz countertops throughout
- Designer cabinets with soft-closed doors and drawers
- Panel-ready fridge and dishwasher
- Built-in microwave
- California knockdown textured ceiling
- BBQ natural gas lines†
- Energy-efficient LED lights
- High-efficiency windows

Why Rohit?

Our difference is in the designer details

Every element of our Designer Interiors has been added for a reason. From the light fixtures down to the hinges, everything in a Rohit Communities home works together so our customers can live in a space that looks amazing and makes everyday life easier through functional design. With over 30 years of experience building award-winning homes, we're pleased to offer designer homes that help everyone feel better about where they live.

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your designer homebuilder

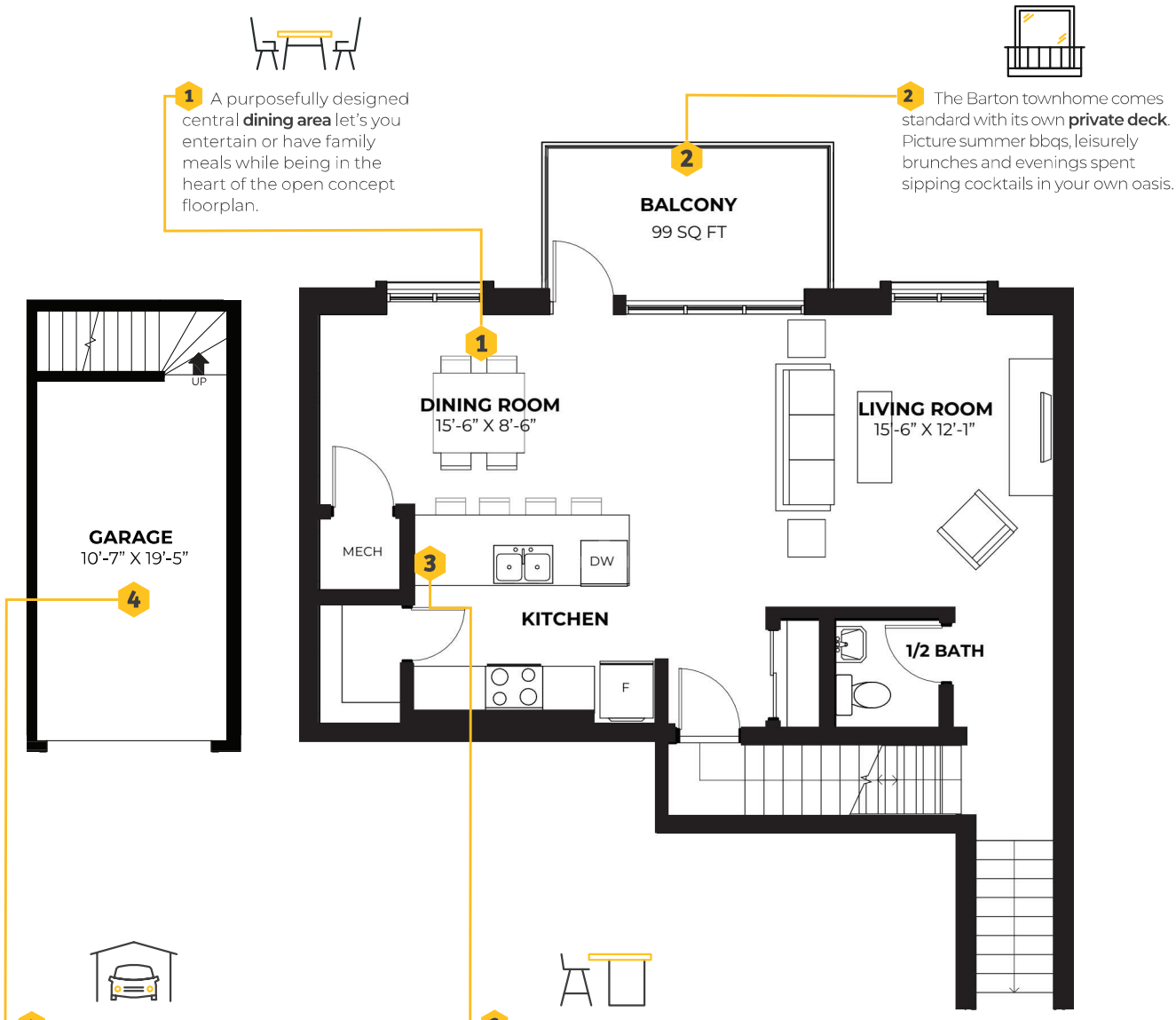
the barton a

a magazine-worthy townhome

dean's landing

Main Features

Total 1525 sq ft
Main Floor 815 sq ft
3 Bed, 2.5 Bath
9' ceilings



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your designer homebuilder

the barton a

a magazine-worthy townhome

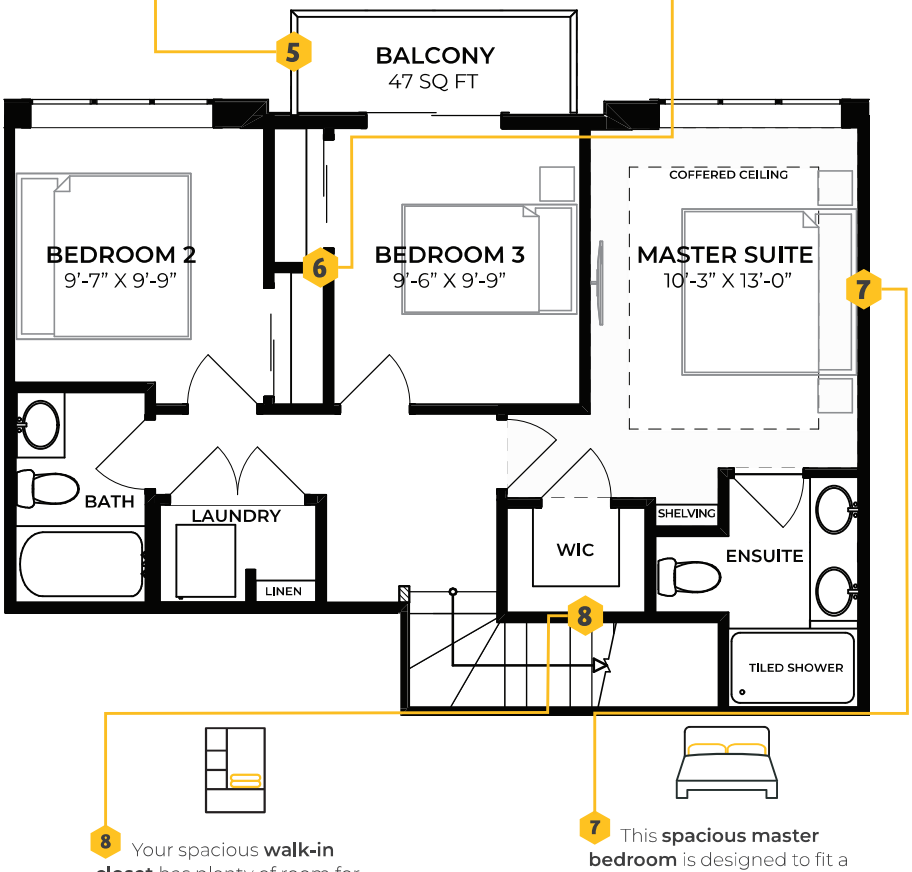
dean's landing

Upper Floor

Upper Floor 710 sq ft
9' Coffered Ceiling

5 The Barton comes with an upper floor **private balcony.** Enjoy your morning coffee or relax after a long day with your favourite beverage.

6 The large **second and third bedrooms** in the Barton purposefully designed to be as large as those found in a single-family home.



8 Your spacious **walk-in closet** has plenty of room for all your clothes.

7 This **spacious master bedroom** is designed to fit a king-size bed and two night stands with room to spare.

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your designer homebuilder

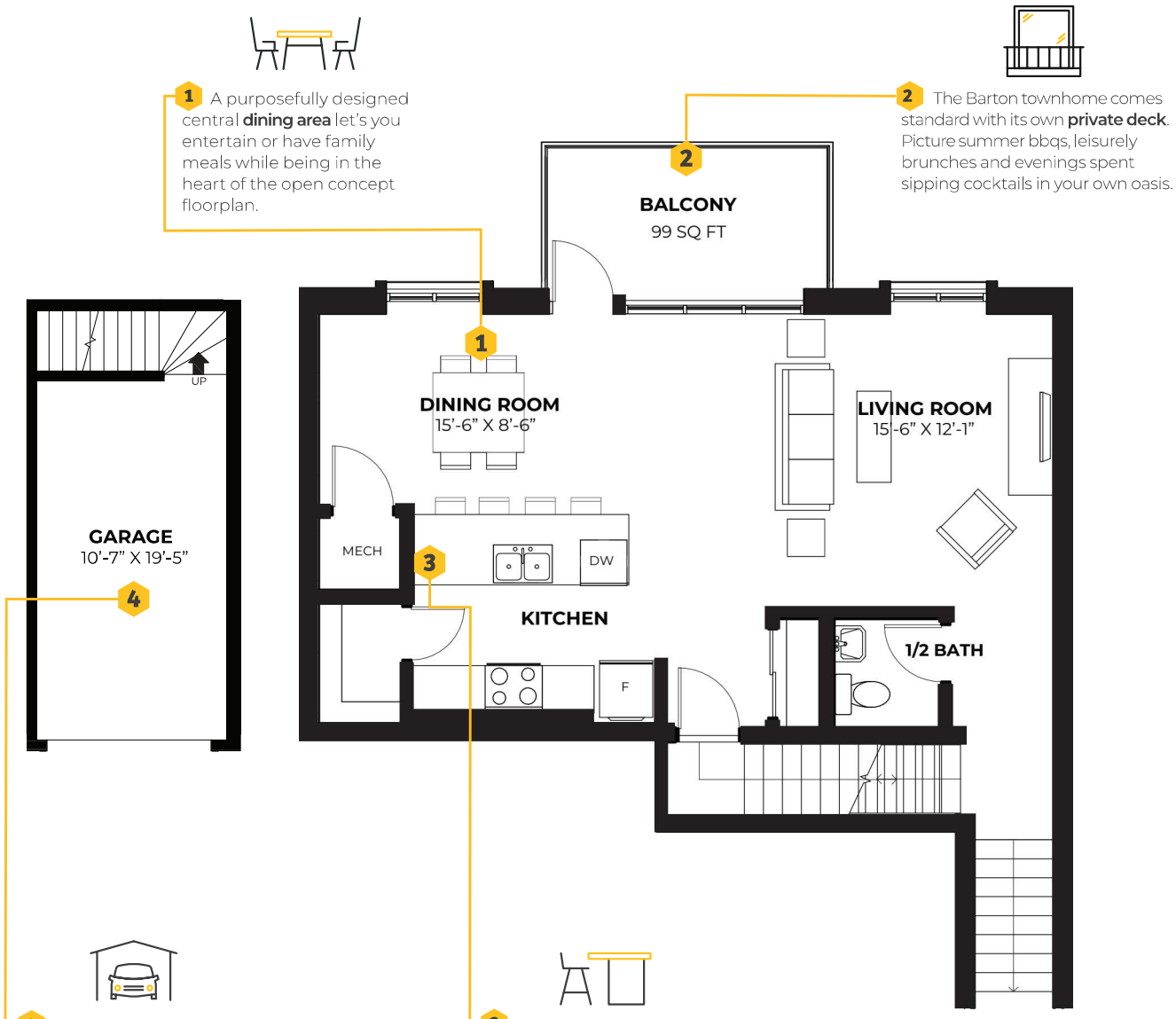
the barton a (2 bd)

a magazine-worthy townhome

dean's landing

Main Features

Total 1525 sq ft
Main Floor 815 sq ft
2 Bed, 2.5 Bath
9' ceilings



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the barton a (2 bd)

a magazine-worthy townhome

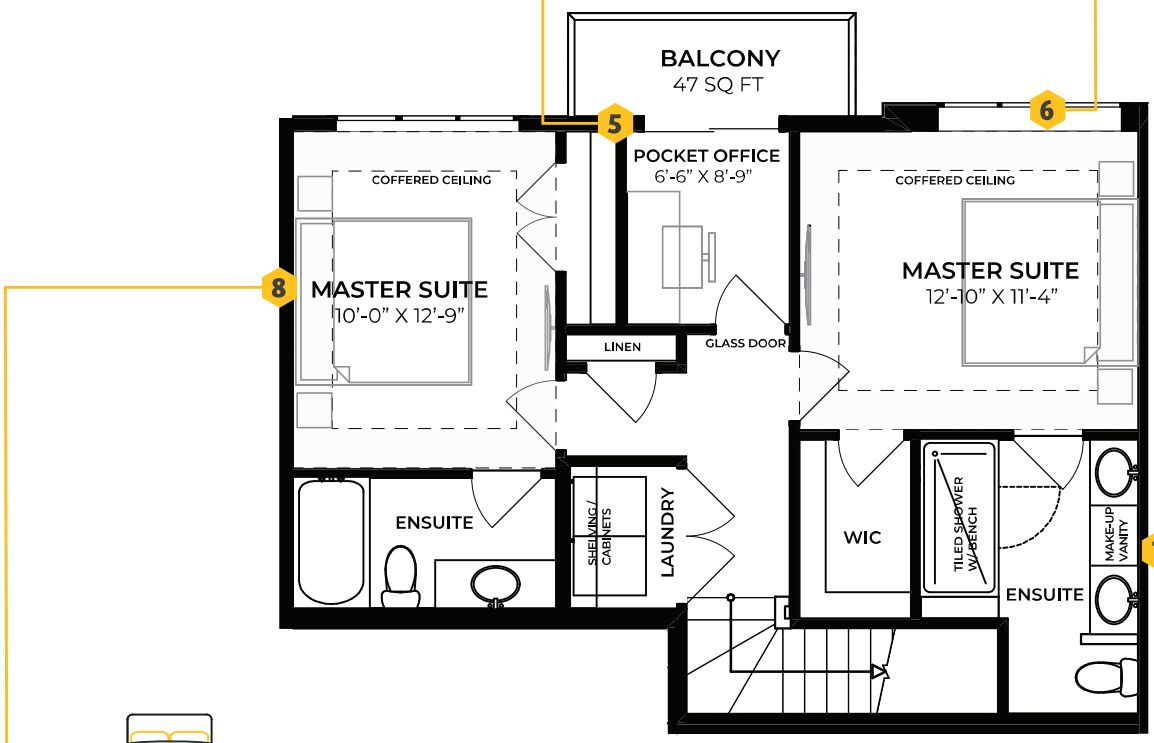
dean's landing

Upper Floor

Upper Floor 710 sq ft
2 Master Suites
9' Coffered Ceiling

5 Work from home in your **pocket office.** Close the stylish glass door for added privacy.

6 This **spacious master suite** is designed to fit a king-size bed and two night stands with room to spare.



8 This **second master suite** comes with its own private ensuite, coffered ceiling and spacious closet.

7 The private **ensuite** has the luxurious finishings you expect: dual sinks, make-up vanity and large tiled shower with a bench seat.

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the barton b

a magazine-worthy townhome

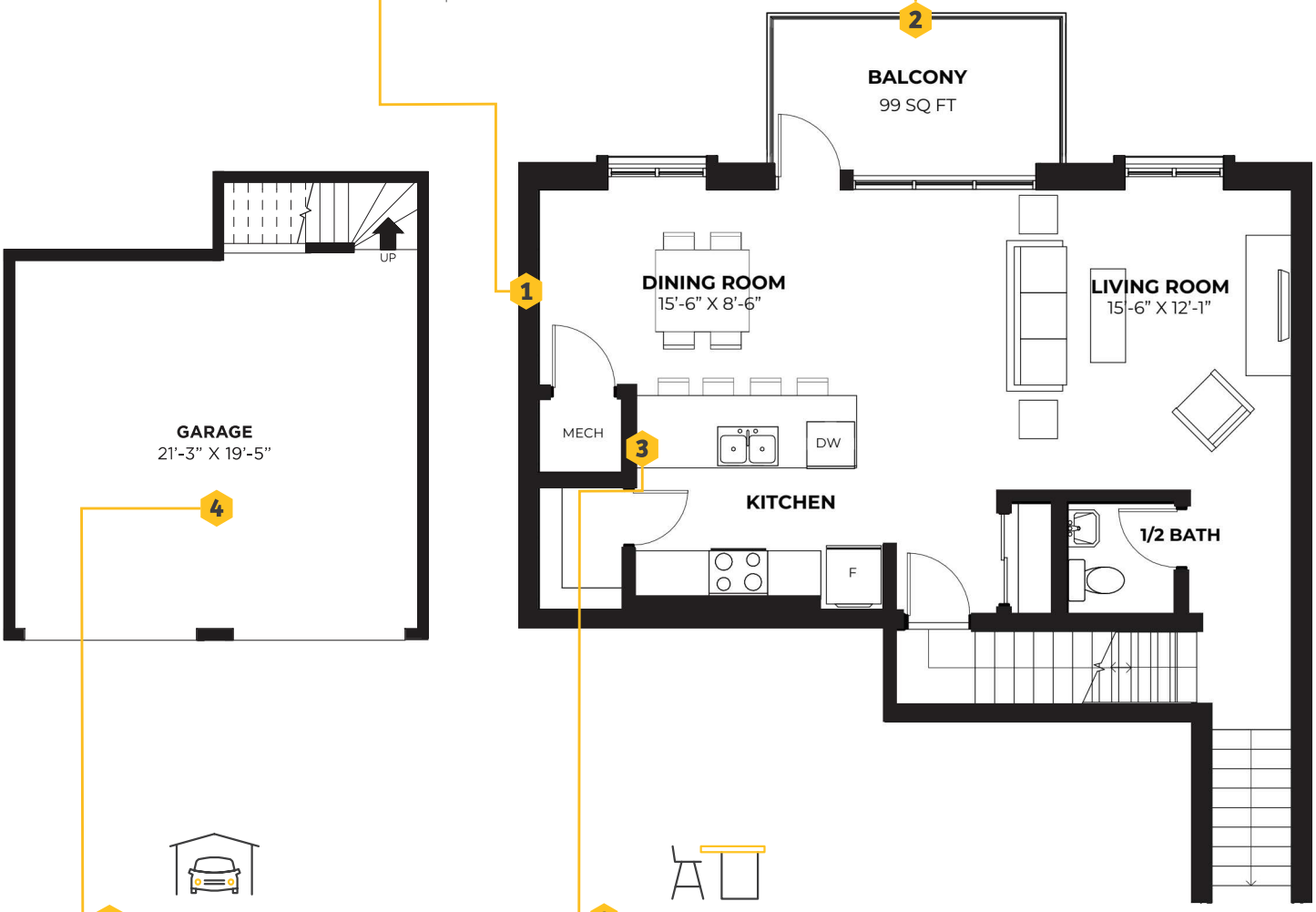
dean's landing

Main Features

Total 1525 sq ft
Main Floor 815 sq ft
3 Bed, 2.5 Bath
9' ceilings

1 A purposefully designed central **dining area** let's you entertain or have family meals while being in the heart of the open concept floorplan.

2 The Barton townhome comes standard with its own **private deck**. Picture summer bbqs, leisurely brunches and evenings spent sipping cocktails in your own oasis.



4 Your **attached garage** means no more scraping ice and snow off your car on a cold winter's morning.

3 Designed to be the centre-piece of the kitchen, the elongaged **kitchen island** lets owners cook, snack and entertain all from the one location.

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your designer homebuilder

the barton b

a magazine-worthy townhome

dean's landing

Upper Floor

Upper Floor 710 sq ft
9' Coffered Ceiling

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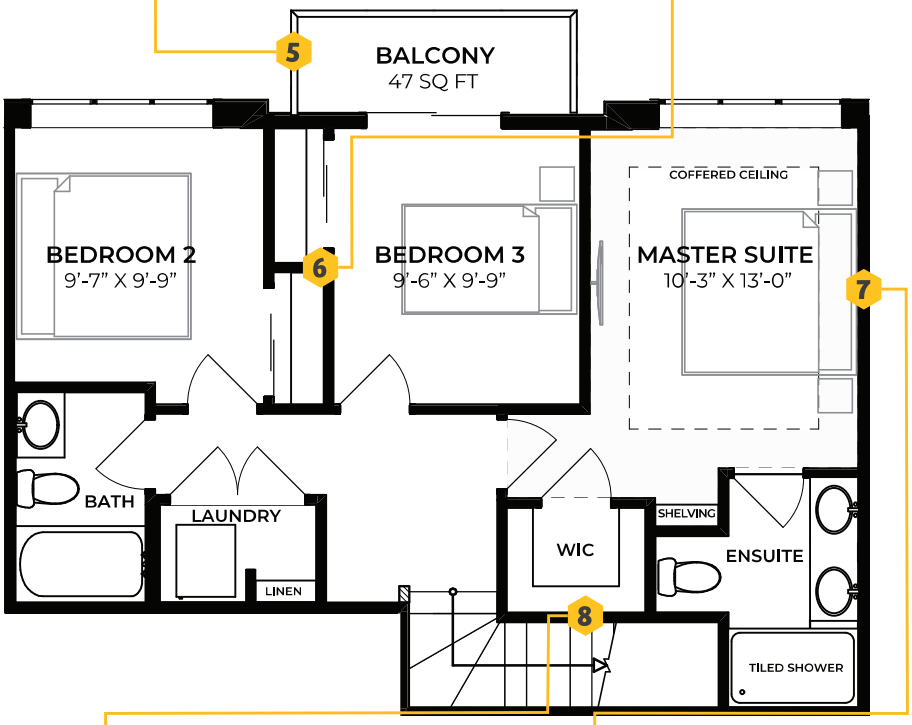

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your designer homebuilder

the barton b (2 bd)

a magazine-worthy townhome

dean's landing

Main Features

Total 1525 sq ft
Main Floor 815 sq ft
2 Bed, 2.5 Bath
9' ceilings

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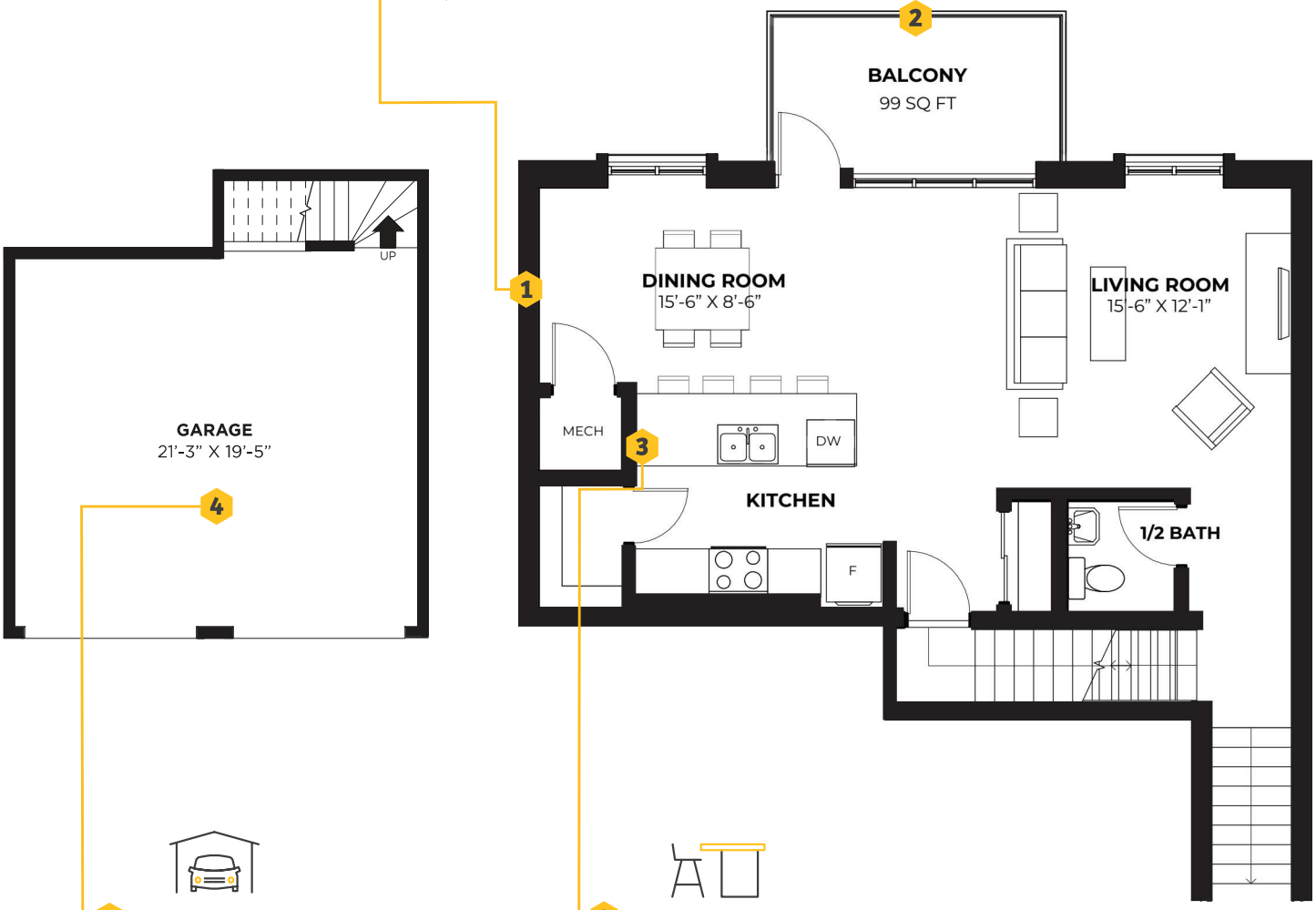

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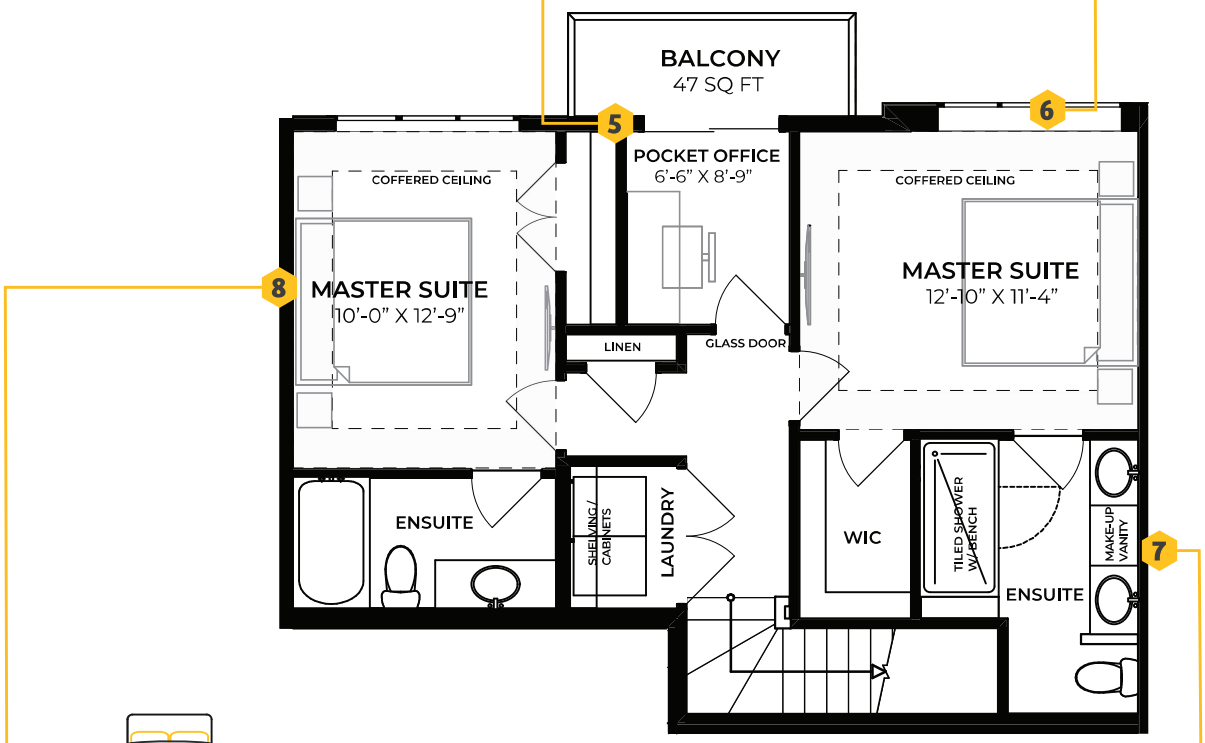
dean's landing

Upper Floor

Upper Floor 710 sq ft
2 Master Suites
9' Coffered Ceiling

5 Work from home in your **pocket office.** Close the stylish glass door for added privacy.

6 This **spacious master suite** is designed to fit a king-size bed and two night stands with room to spare.



8 This **second master suite** comes with its own private ensuite, coffered ceiling and spacious closet.

7 The private **ensuite** has the luxurious finishings you expect: dual sinks, make-up vanity and large tiled shower with a bench seat.

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your designer homebuilder

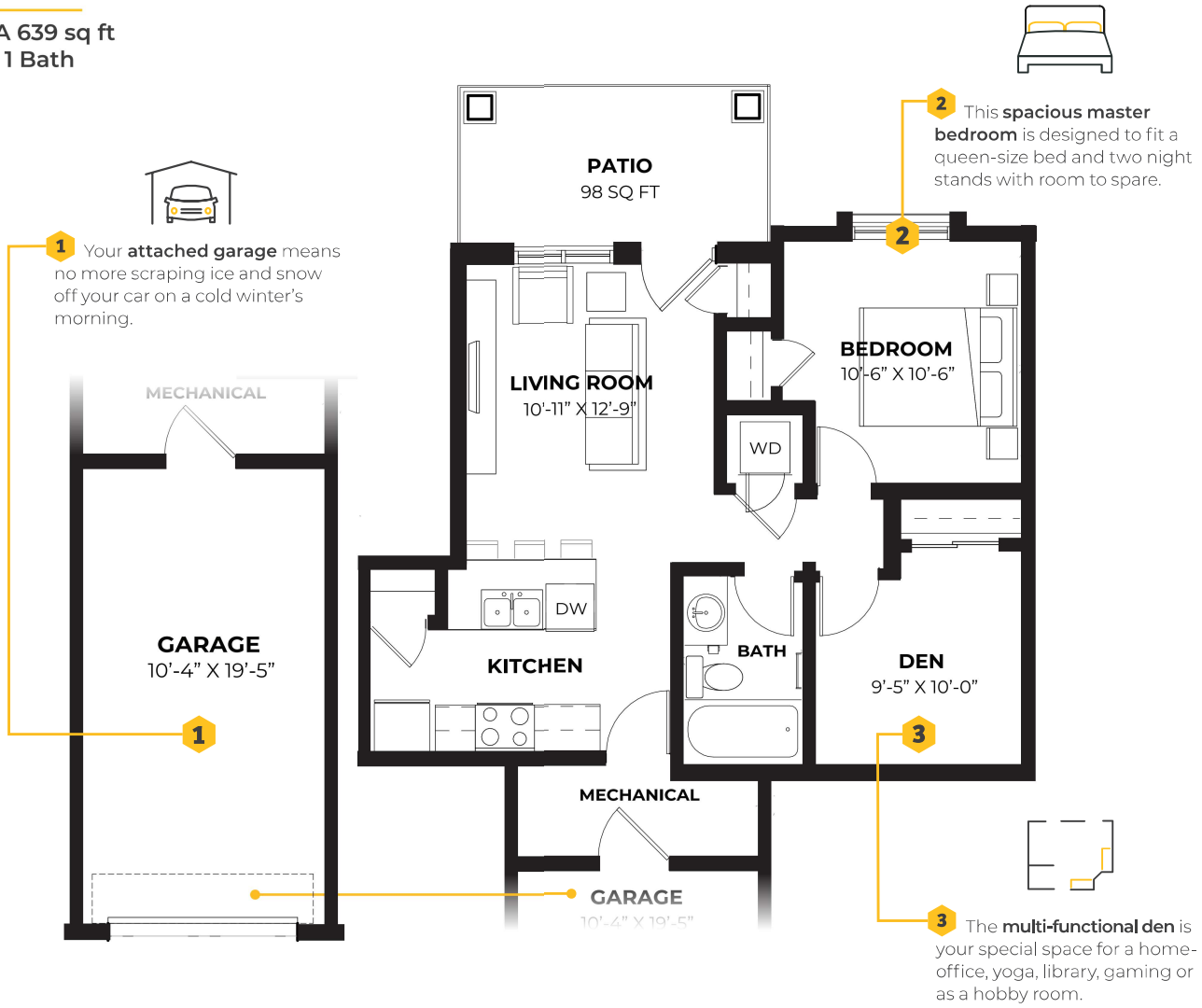
the cambridge a

a magazine-worthy townhome

dean's landing

Main Features

Cambridge A 639 sq ft
1 Bed + Den, 1 Bath
9' ceilings



1 Your **attached garage** means no more scraping ice and snow off your car on a cold winter's morning.

2 This **spacious master bedroom** is designed to fit a queen-size bed and two night stands with room to spare.

3 The **multi-functional den** is your special space for a home-office, yoga, library, gaming or as a hobby room.

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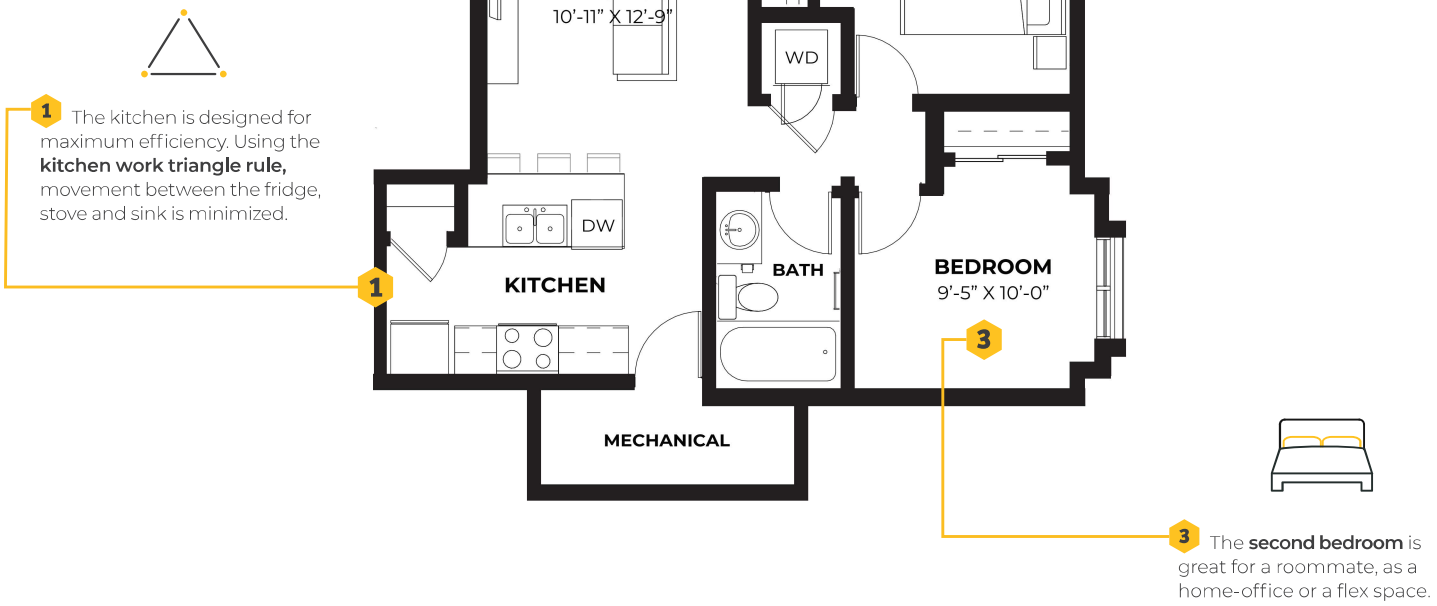
the cambridge b2

a magazine-worthy townhome

dean's landing

Main Features

Cambridge B2 639 sq ft
2 Bed, 1 Bath
9' ceilings



1 The kitchen is designed for maximum efficiency. Using the **kitchen work triangle rule,** movement between the fridge, stove and sink is minimized.

2 This **spacious master bedroom** is designed to fit a queen-size bed and two night stands with room to spare.

3 The **second bedroom** is great for a roommate, as a home-office or a flex space.

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The FAIRFAX A

Bold Designer Townhomes

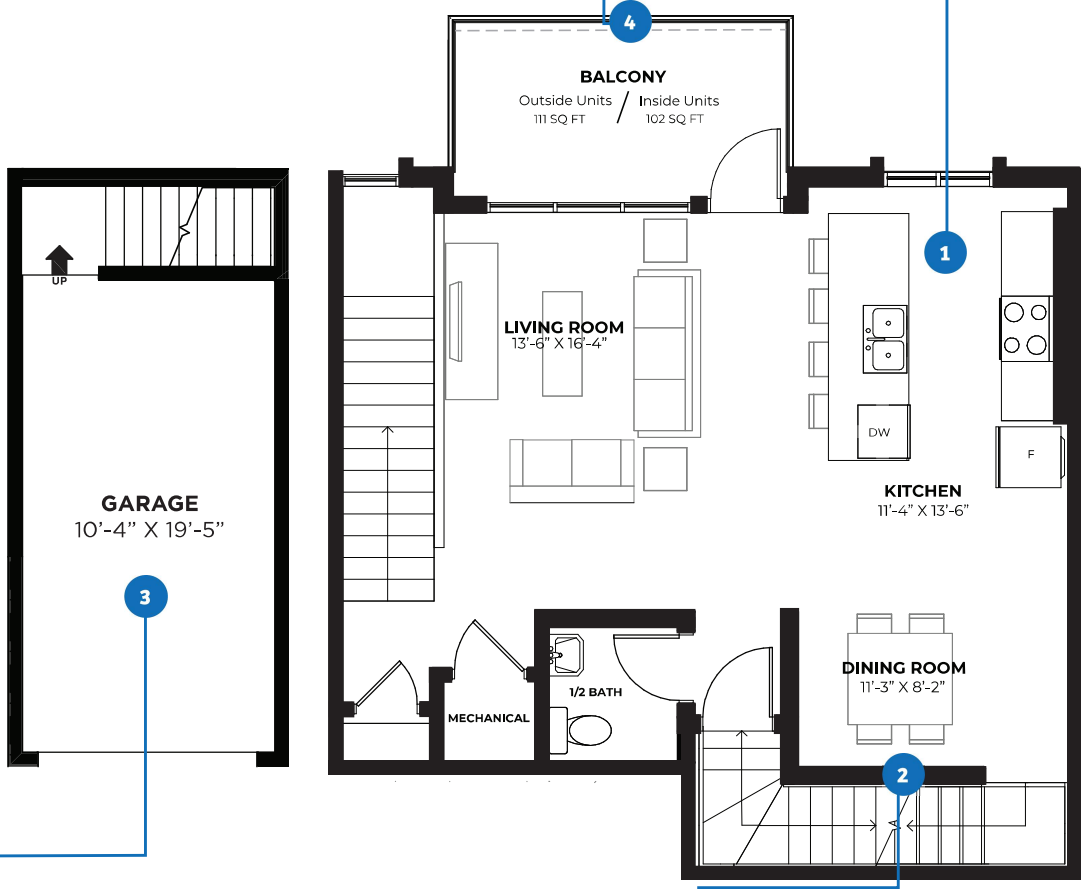
2 or 3 Bed
2.5 Bath
1525 sq ft

Main Floor Features

719 SQ FT | 9 FT CEILING

4 To make the home feel open and airy, we added large windows in the living room to allow for plenty of **natural light**.

1 The Fairfax kitchen is designed for maximum efficiency. Using the **kitchen work triangle rule,** movement between the fridge, stove and sink is minimized.



3 Your **attached garage** means no more scraping ice and snow off your car on a cold winter's morning.

2 A purposefully designed semi-private **dining area** let's you entertain or have family meals while still being connected to the open concept floorplan.

Rohit™ HOMES | Bold Goes Further

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The FAIRFAX A

Bold Designer Townhomes

2 or 3 Bed
2.5 Bath
1525 sq ft

Upper Floor Features

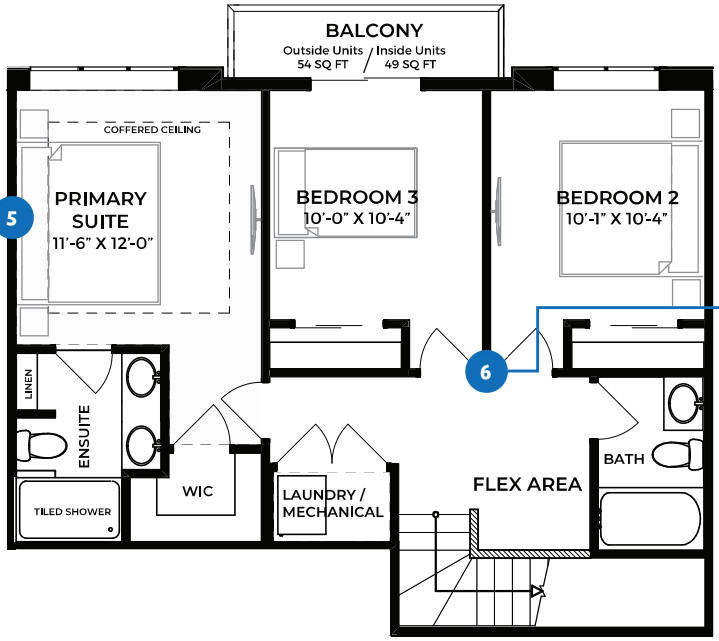
806 SQ FT | 9 FT CEILING

Standard Layout | Three Bedrooms



5

This **spacious primary bedroom** is designed to fit a king-size bed and two night stands with room to spare.





6

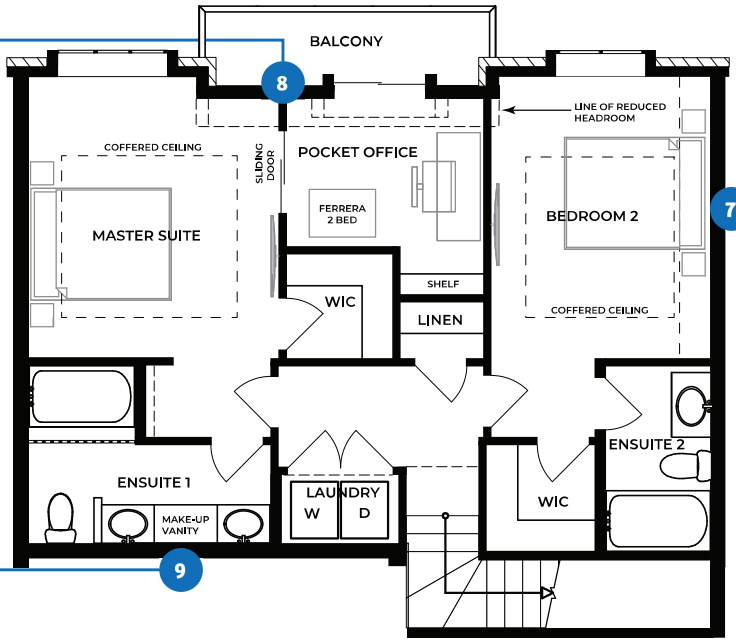
The large **second and third bedrooms** in the Fairfax A purposefully designed to be as large as those found in a single-family home.

Optional Layout | Two Bedrooms



8

Work from home in your **pocket office.** Close the stylish sliding door for added privacy.





9

The private **ensuite** has the luxurious finishings you expect: dual sinks, make-up vanity and large tiled shower.



7

This second primary suite comes with its own private ensuite, coffered ceiling and spacious walk-in closet.

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the fairfax a (2 bd)

a magazine-worthy townhome

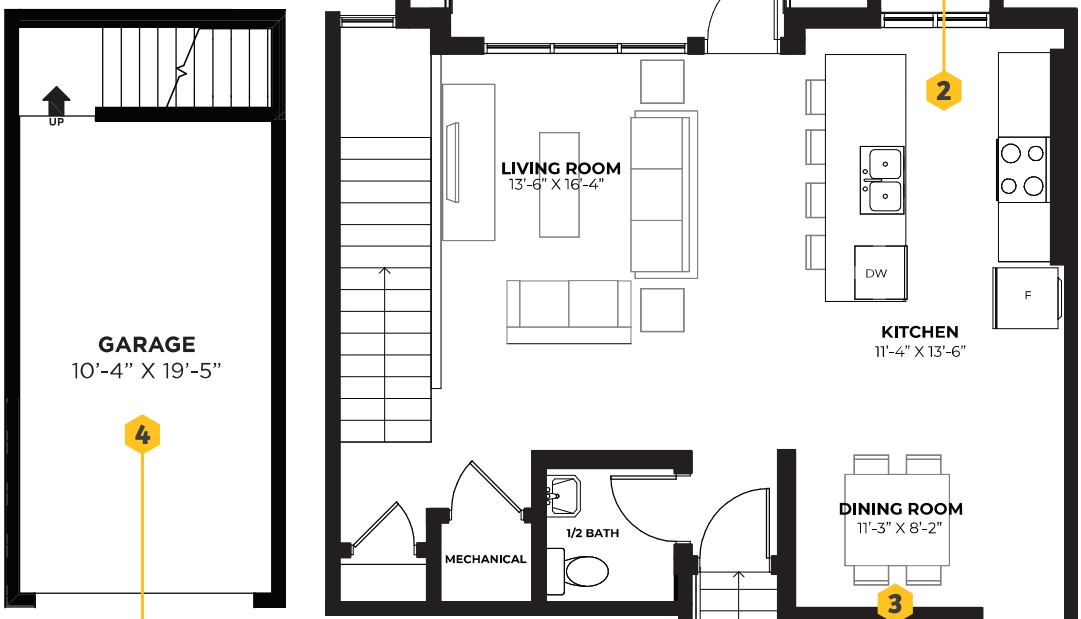
dean's landing

Main Features

Total Fairfax 1525 sq ft
Main Floor 719 sq ft
2 Bed, 2.5 Bath
9' ceilings

1 To make the home feel open and airy, we added large windows in the living room to allow for plenty of **natural light**.

2 The Fairfax kitchen is designed for maximum efficiency. Using the **kitchen work triangle rule,** movement between the fridge, stove and sink is minimized.



4 Your **attached garage** means no more scraping ice and snow off your car on a cold winter's morning.

3 A purposefully designed semi-private **dining area** let's you entertain or have family meals while still being connected to the open concept floorplan.

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the fairfax a (2 bd)

a magazine-worthy townhome

dean's landing

Upper Floor

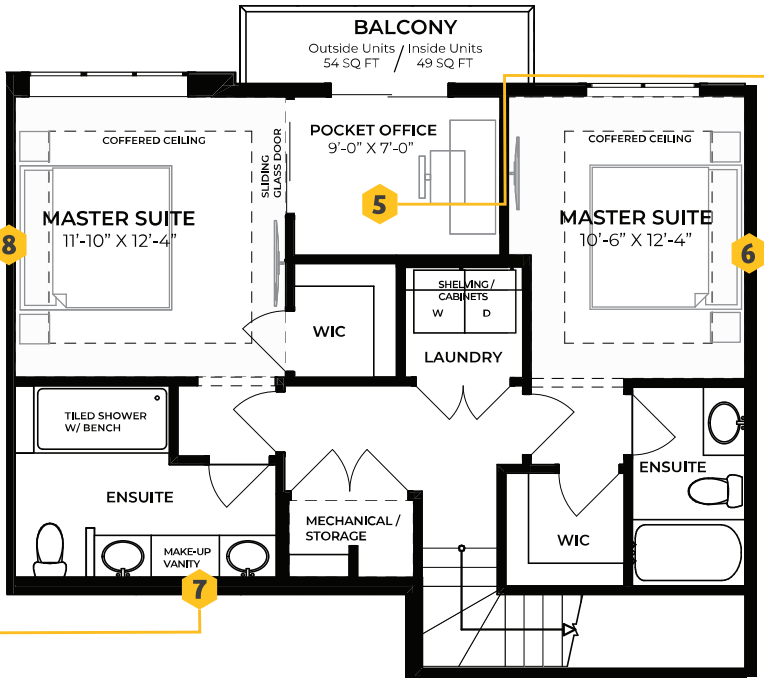
Upper Floor 806 sq ft
2 Master Suites
9' Coffered Ceiling



8 This **spacious master bedroom** is designed to fit a king-size bed and two night stands with room to spare.



5 Work from home in your **pocket office.** Close the stylish glass door for added privacy.





7 The private **ensuite** has the luxurious finishings you expect: dual sinks, make-up vanity and large tiled shower with a bench seat.



6 This **second master suite** comes with its own private ensuite, coffered ceiling and spacious walk-in closet.

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DEAN'S LANDING

Building 2 Floorplates



The life you deserve awaits at Dean's Landing at University District. Enjoy designer details throughout every condo and across all shared spaces, including the stylish professional designer-curated lobby and hallways.

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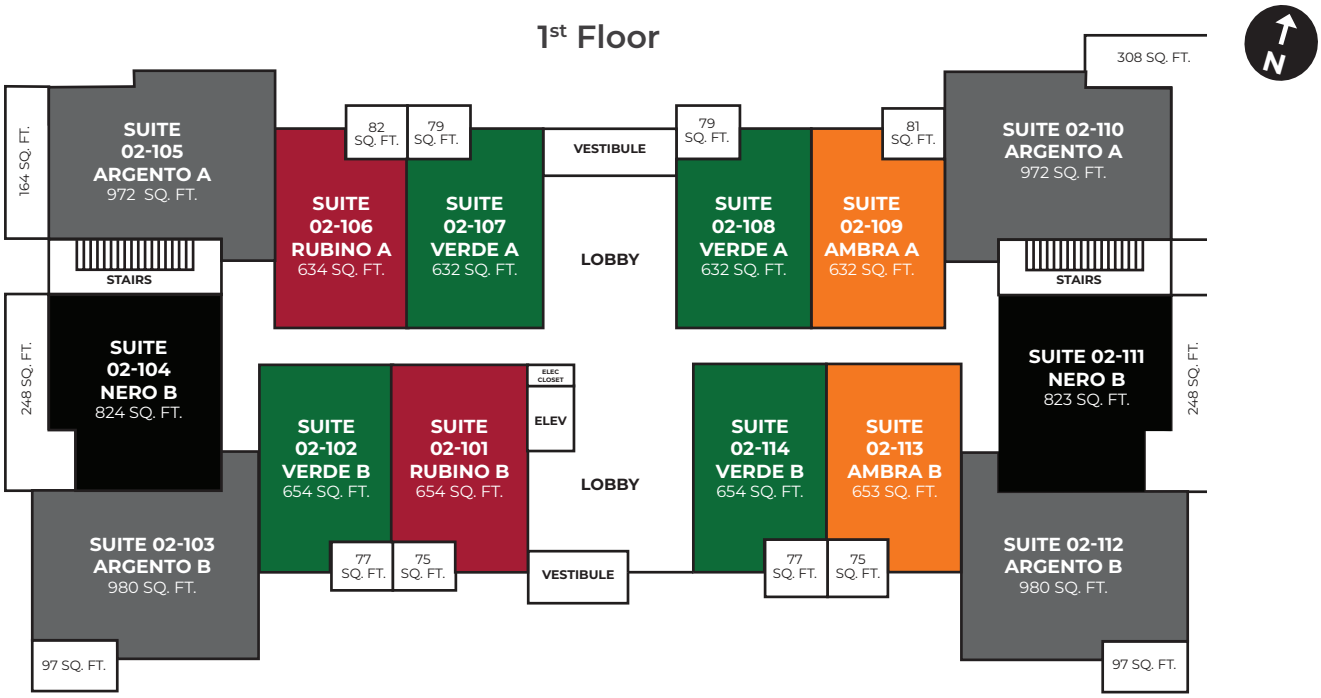
HOMES | Bold Goes Further

1st Floor



2nd Floor



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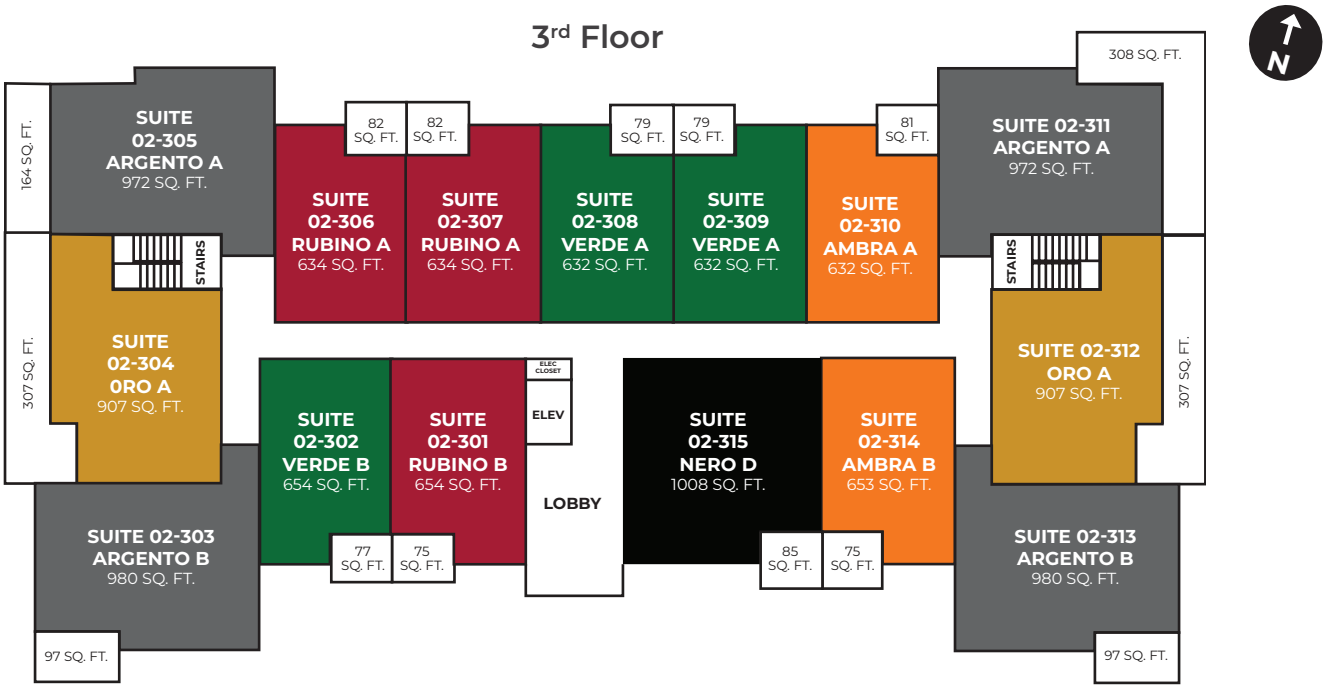
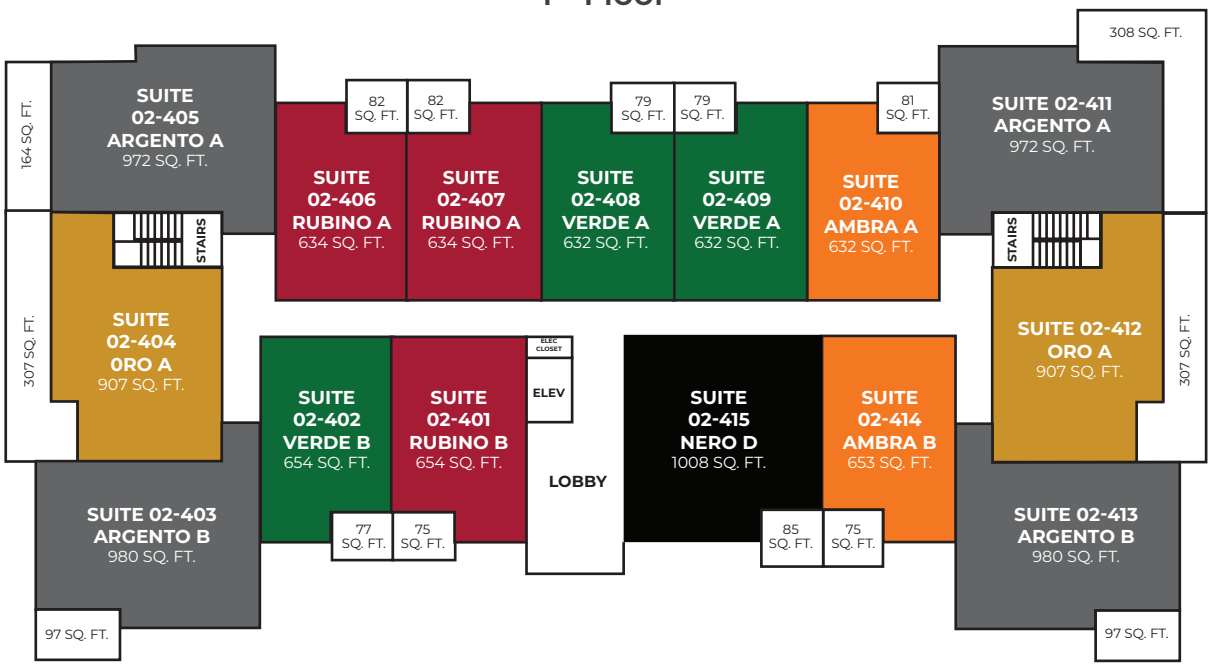
3rd Floor



4th Floor



DEAN'S LANDING

Sitemap



LEGEND

- **Rohit Condos**
- **Rohit Townhomes**
  - Barton
  - Cambridge
  - Fairfax
- Residential

Rohit™
HOMES | Bold Goes Further

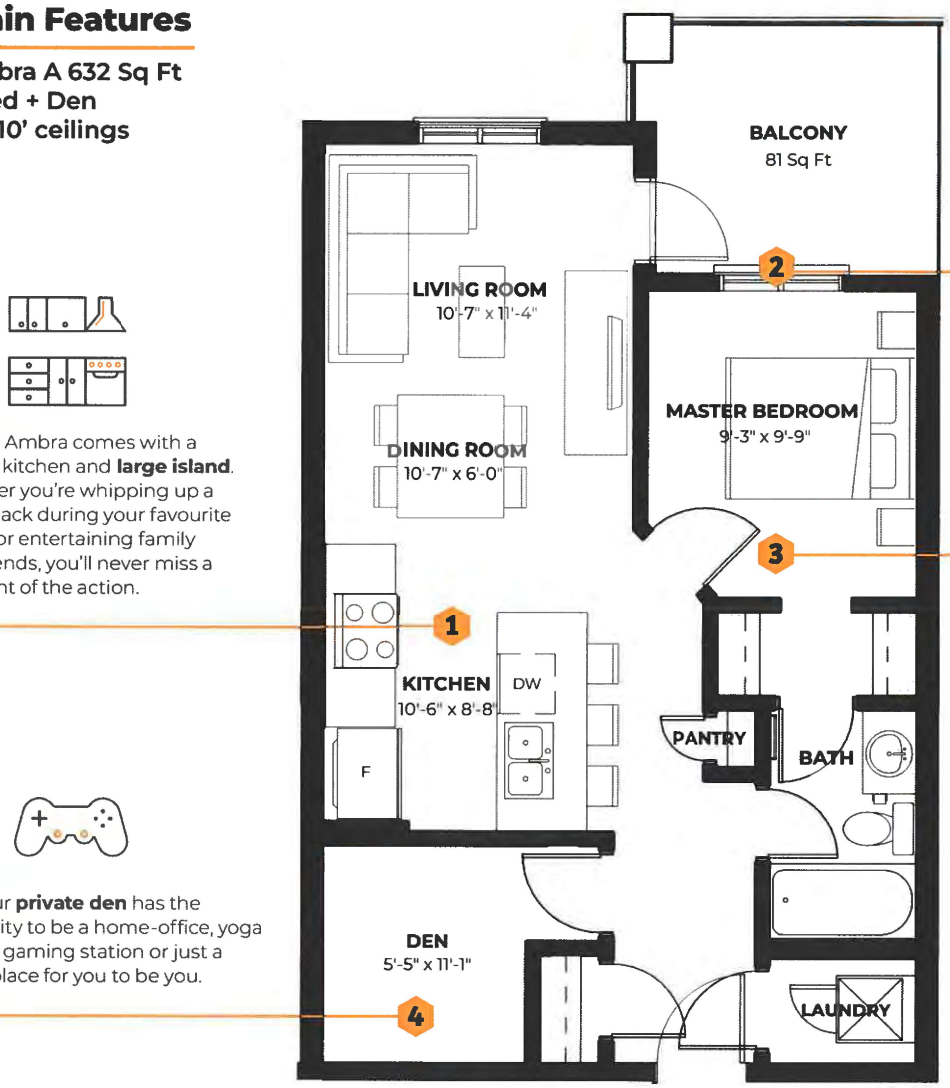
the ambra a

a magazine-worthy condo

dean's landing

Main Features

Ambra A 632 Sq Ft
1 Bed + Den
9' - 10' ceilings



1 The Ambra comes with a central kitchen and **large island**. Whether you're whipping up a light snack during your favourite movie or entertaining family and friends, you'll never miss a moment of the action.

2 To make the home feel open and airy, we added **large windows** in the living room to allow for plenty of natural light.

3 This spacious master bedroom is designed to fit a **queen-size bed** and two night stands with room to spare.

4 Your **private den** has the flexiibility to be a home-office, yoga studio, gaming station or just a quiet place for you to be you.

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the ambra b

a magazine-worthy condo

dean's landing

Main Features

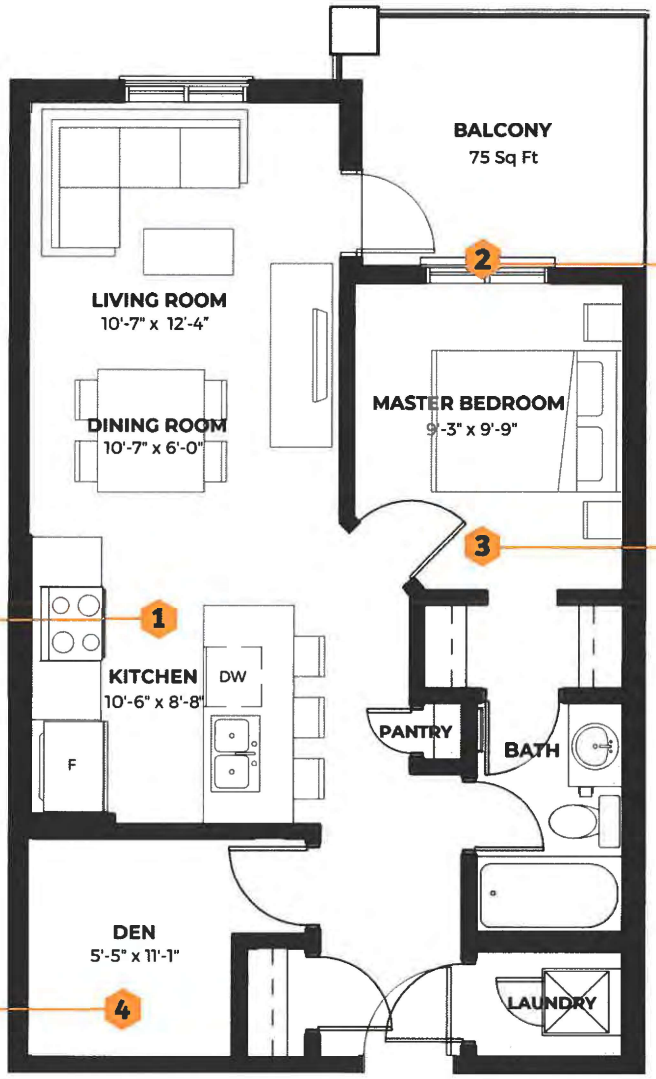
Ambra B 653 Sq Ft
1 Bed + Den
9' - 10' ceilings



1 The Ambra comes with a central kitchen and **large island**. Whether you're whipping up a light snack during your favourite movie or entertaining family and friends, you'll never miss a moment of the action.



4 Your **private den** has the flexiibility to be a home-office, yoga studio, gaming station or just a quiet place for you to be you.





2 To make the home feel open and airy, we added **large windows** in the living room to allow for plenty of natural light.



3 This spacious master bedroom is designed to fit a **queen-size bed** and two night stands with room to spare.

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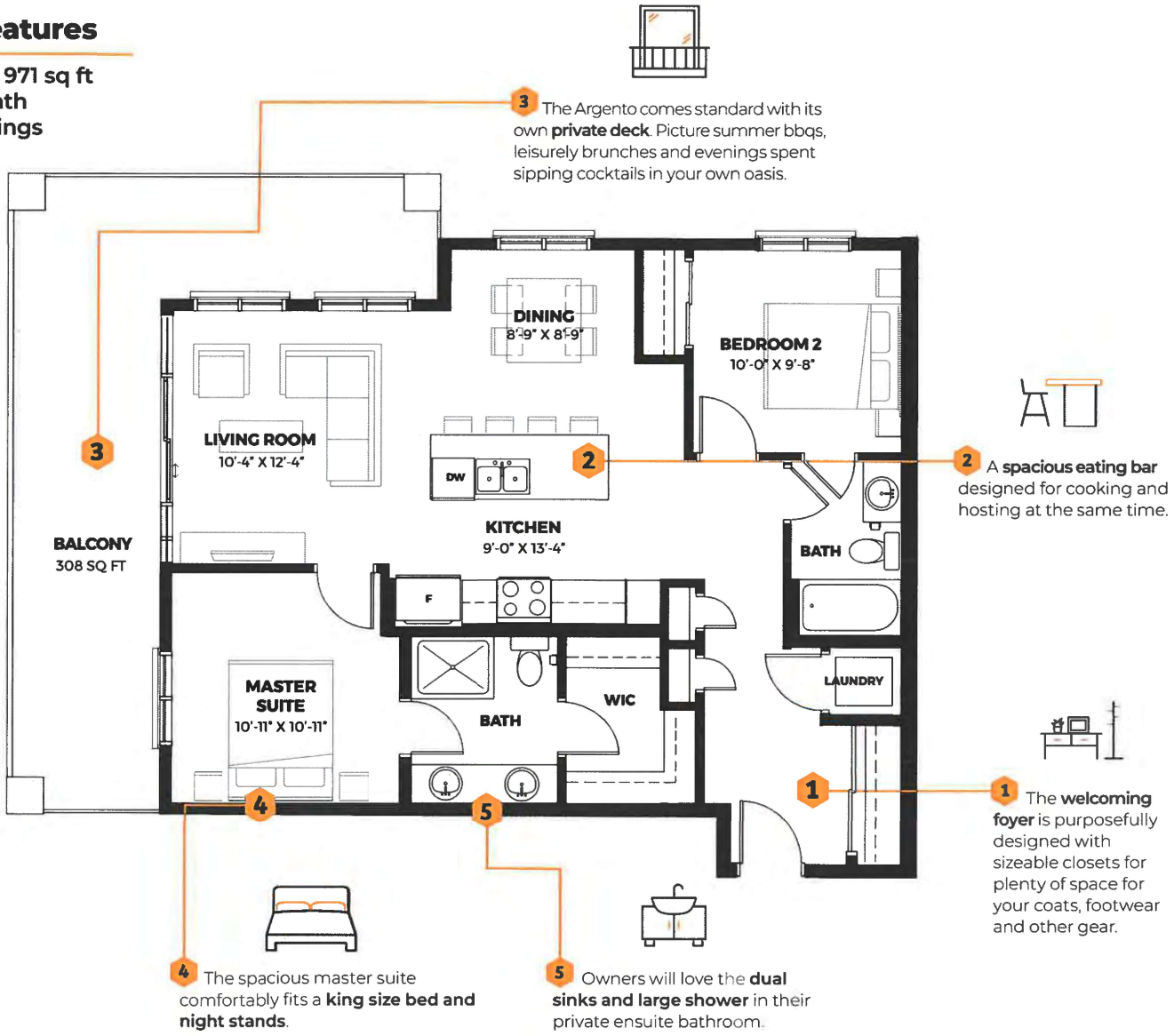
the argento a

a magazine-worthy condo

dean's landing

Main Features

Argento A 971 sq ft
2 bed, 2 bath
9' - 10' ceilings



3 The Argento comes standard with its own **private deck**. Picture summer bbqs, leisurely brunches and evenings spent sipping cocktails in your own oasis.

2 A **spacious eating bar** designed for cooking and hosting at the same time.

1 The **welcoming foyer** is purposefully designed with sizeable closets for plenty of space for your coats, footwear and other gear.

4 The spacious master suite comfortably fits a **king size bed and night stands**.

5 Owners will love the **dual sinks and large shower** in their private ensuite bathroom.

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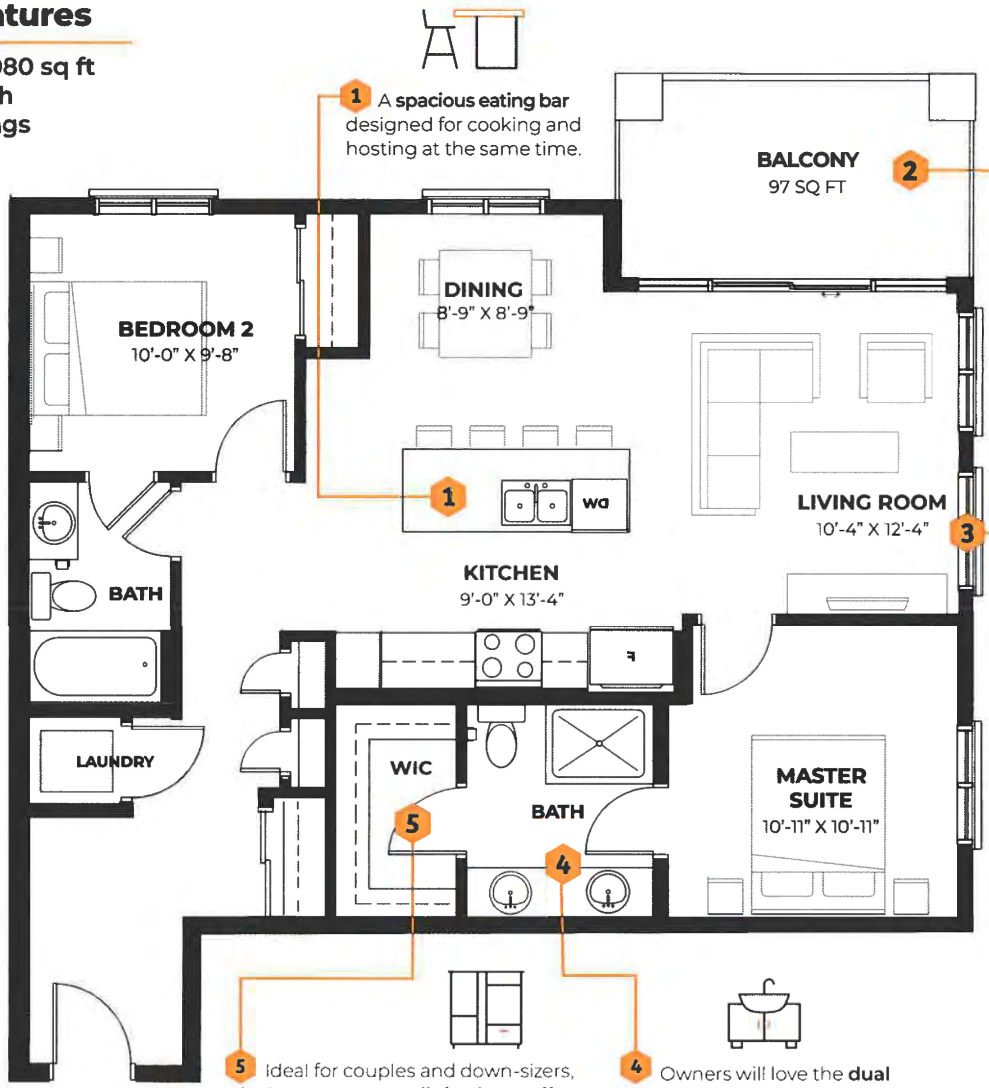
the argento b

a magazine-worthy apartment home

dean's landing

Main Features

Argento B 980 sq ft
2 bed, 2 bath
9' - 10' ceilings



1 A **spacious eating bar** designed for cooking and hosting at the same time.

2 The Argento comes standard with its own **private deck**. Picture summer bbqs, leisurely brunches and evenings spent sipping cocktails in your own oasis.

3 To make the home feel open and airy, we added large windows in the living room and bedrooms to allow for plenty of **natural light**.

5 Ideal for couples and down-sizers, the large **master walk-in closet** offers plenty of space for everyone.

4 Owners will love the **dual sinks and large shower** in their private ensuite bathroom.

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the nero a + b

a magazine-worthy condo

dean's landing

Main Features

Nero A 824 sq ft
Nero B 823 sq ft
2 Beds, 2 Bath
9' - 10' ceilings



1 A **spacious eating bar** designed for cooking and hosting at the same time so you'll never miss a moment of the action.



4 The Nero comes with a designer **spa-inspired master ensuite,** has his and hers sinks plus a large shower. There really is no need to upgrade.



5 **In-suite laundry** is purposefully designed to maximize the use of space. Combined with the pantry, there is plenty of storage while keeping the laundry area private.





3 To make the home feel open and airy, we added large windows in the bedroom to allow for plenty of **natural light**.



2 Ideal for young families or two adults sharing the home, the second bedroom comes with a large **walk-through closet** with easy access to the main bath.

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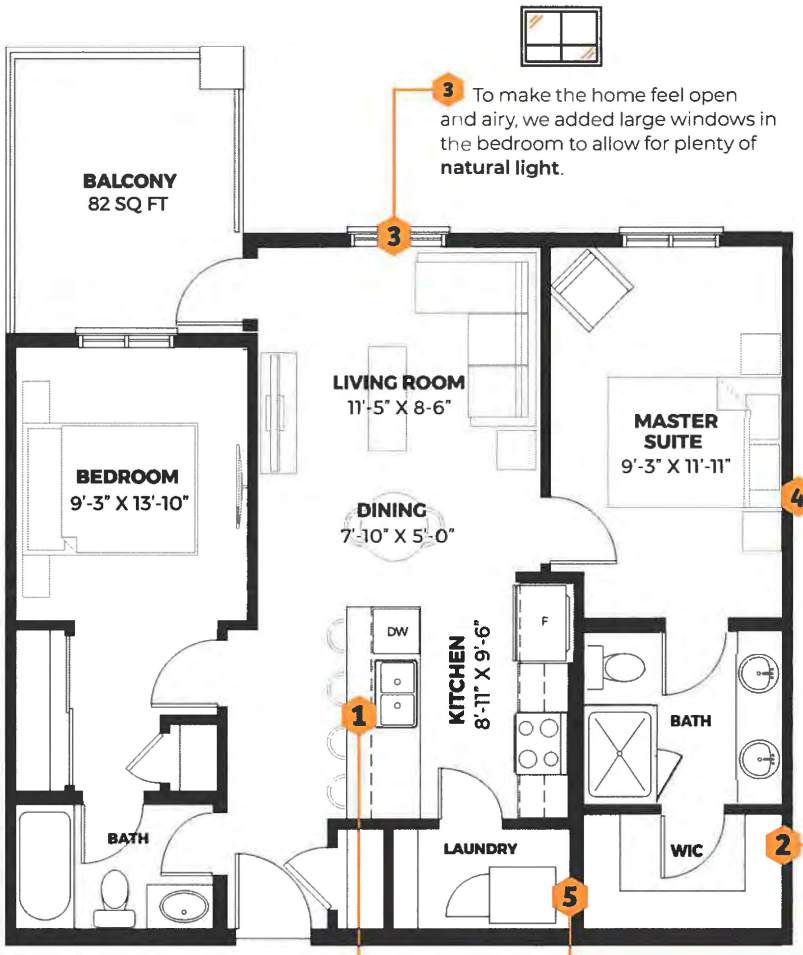
the nero c

a magazine-worthy condo

dean's landing

Main Features

Nero C 856 sq ft
2 Beds, 2 Bath
9' - 10' ceilings



3 To make the home feel open and airy, we added large windows in the bedroom to allow for plenty of **natural light**.

4 The Nero comes with a designer **spa-inspired master ensuite,** has his and hers sinks plus a deep soaker tub and separate shower. There really is no need to upgrade.

2 Ideal for young families or two adults sharing the home, the second bedroom comes with a large **walk-through closet** with easy access to the main bath.

5 **In-suite laundry** is purposefully designed to maximize the use of space. Combined with the pantry, there is plenty of storage while keeping the laundry area private.

1 A **spacious eating bar** designed for cooking and hosting at the same time so you'll never miss a moment of the action.

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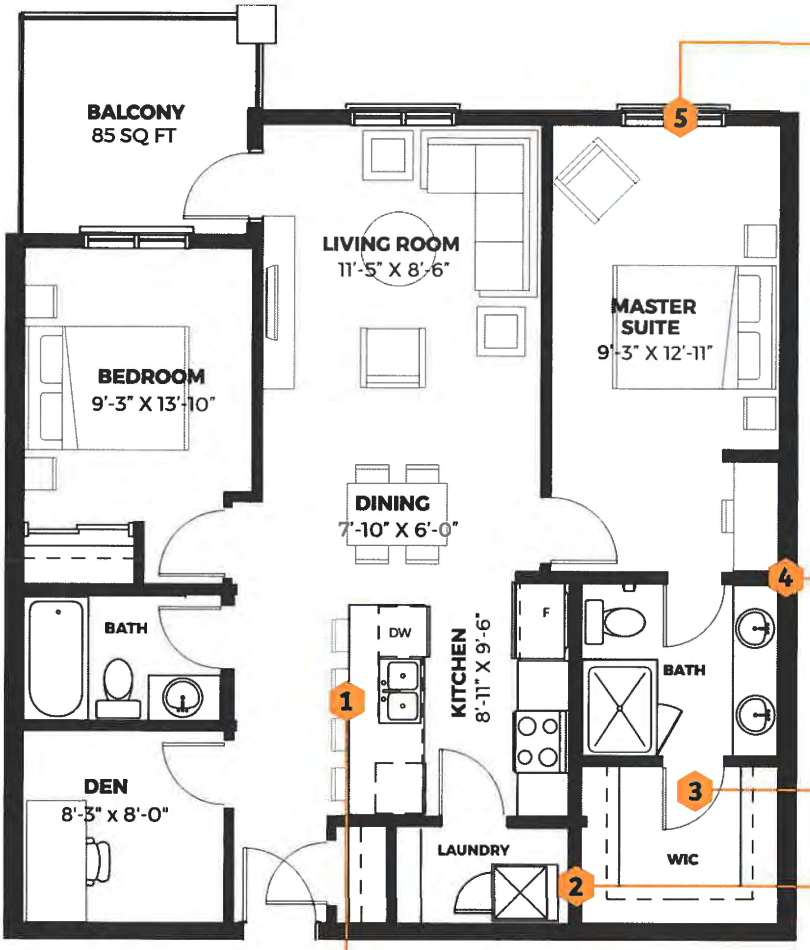
the nero d

a magazine-worthy condo

dean's landing

Main Features

Nero D 1008 sq ft
2 Beds, 2 Bath
9' - 10' ceilings



5 To make the home feel open and airy, we added large windows in the bedroom to allow for plenty of **natural light**.

4 The Nero comes with a designer **spa-inspired master ensuite,** has his and hers sinks plus a large shower. There really is no need to upgrade.

3 Ideal for young families or two adults sharing the home, the second bedroom comes with a large **walk-through closet** with easy access to the main bath.

2 **In-suite laundry** is purposefully designed to maximize the use of space. Combined with the pantry, there is plenty of storage while keeping the laundry area private.

1 A **spacious eating bar** designed for cooking and hosting at the same time so you'll never miss a moment of the action.

Why Rohit?

Our difference is in the designer details

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the oro a

a magazine-worthy condo

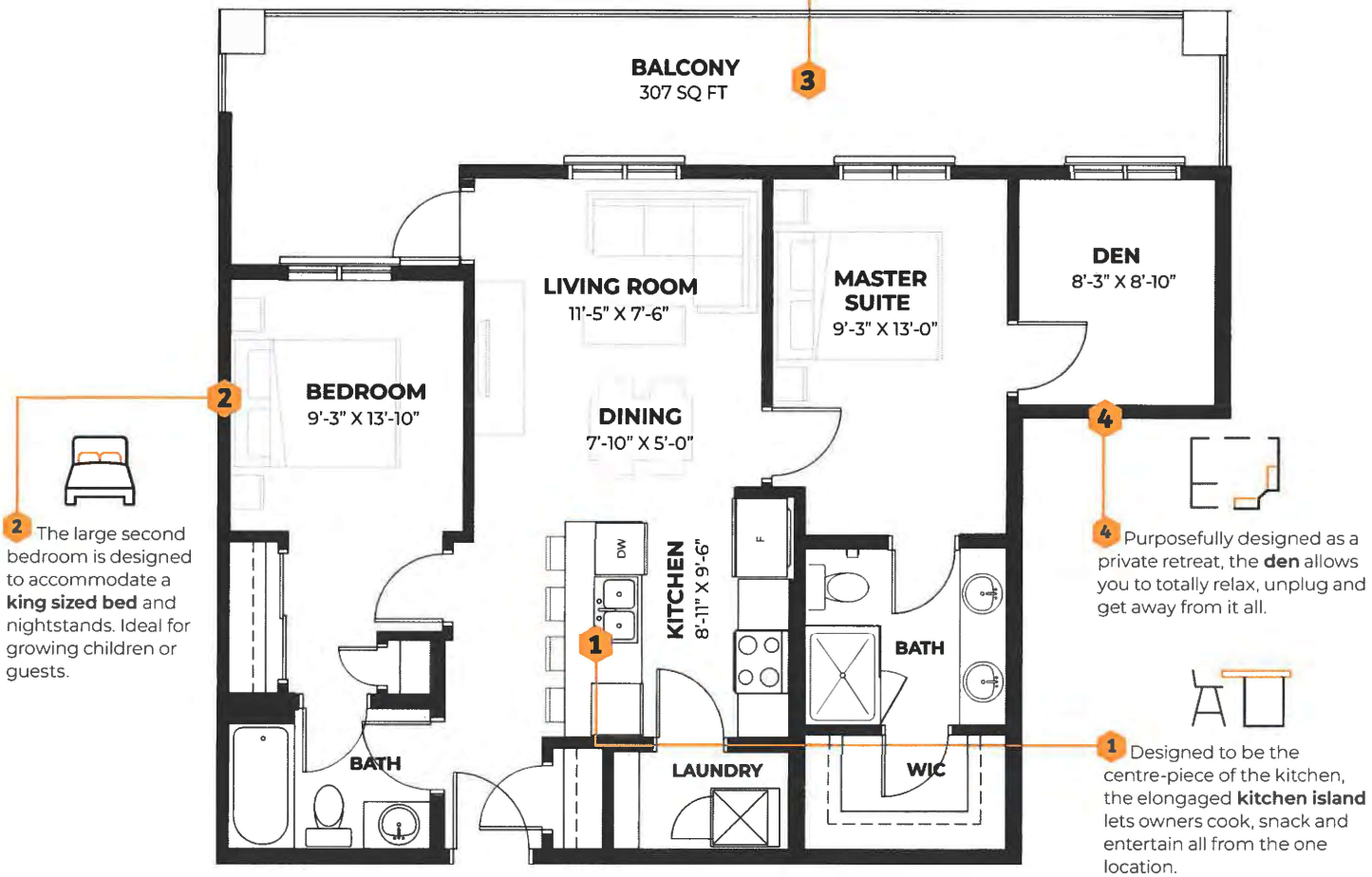
dean's landing

Main Features

Oro A 907 sq ft
2 Bed + Den, 2 Bath
9' - 10' ceilings



3 The Oro comes standard with its own **oversized private deck**. Picture summer bbqs, leisurely brunches and evenings spent sipping cocktails in your own oasis.



2 The large second bedroom is designed to accommodate a **king sized bed** and nightstands. Ideal for growing children or guests.

4 Purposefully designed as a private retreat, the **den** allows you to totally relax, unplug and get away from it all.

1 Designed to be the centre-piece of the kitchen, the elongaged **kitchen island** lets owners cook, snack and entertain all from the one location.

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the oro b

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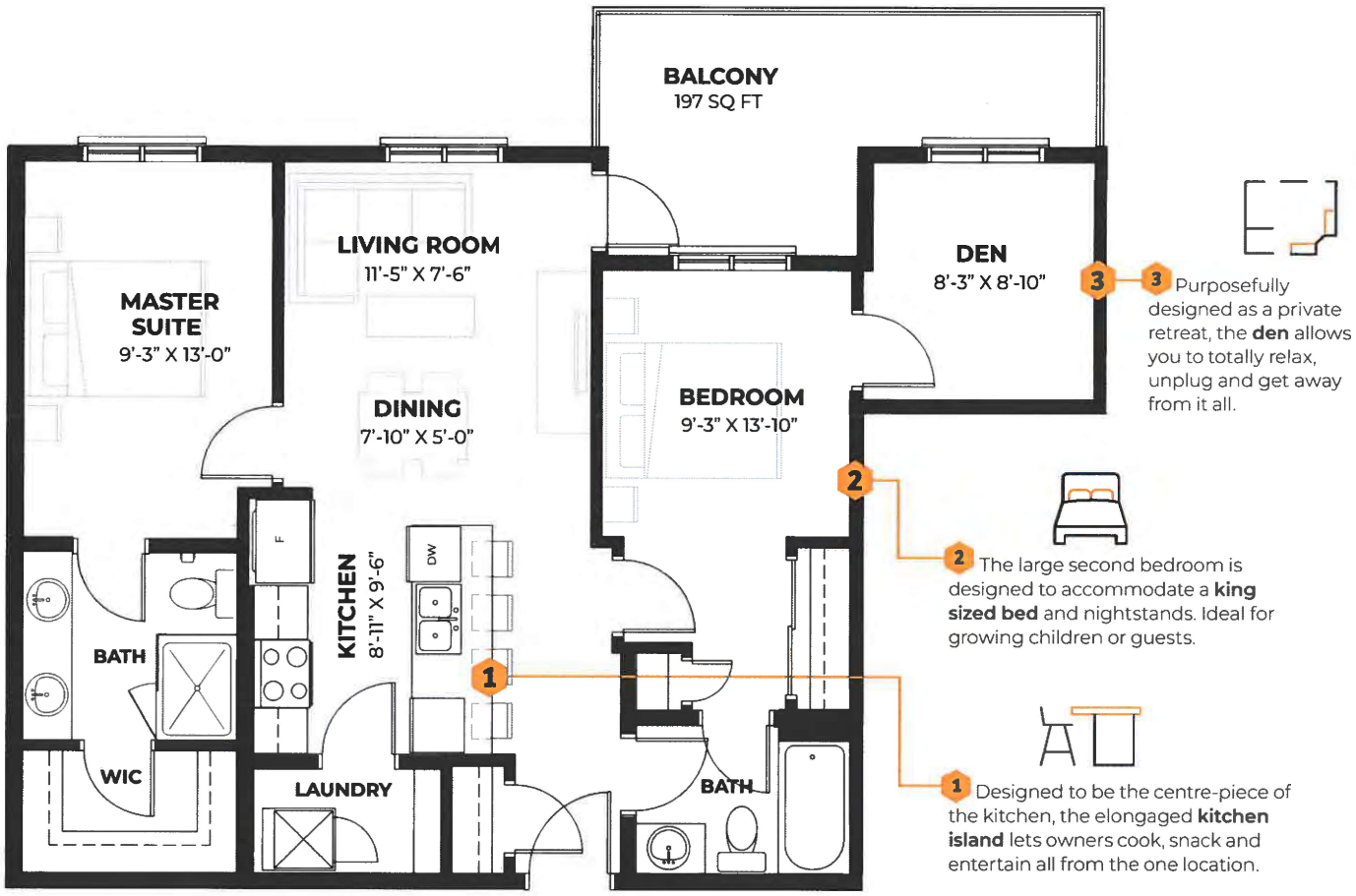
Main Features

Oro B 909 sq ft
2 Bed + Den, 2 Bath
9' - 10' ceilings



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the oro c

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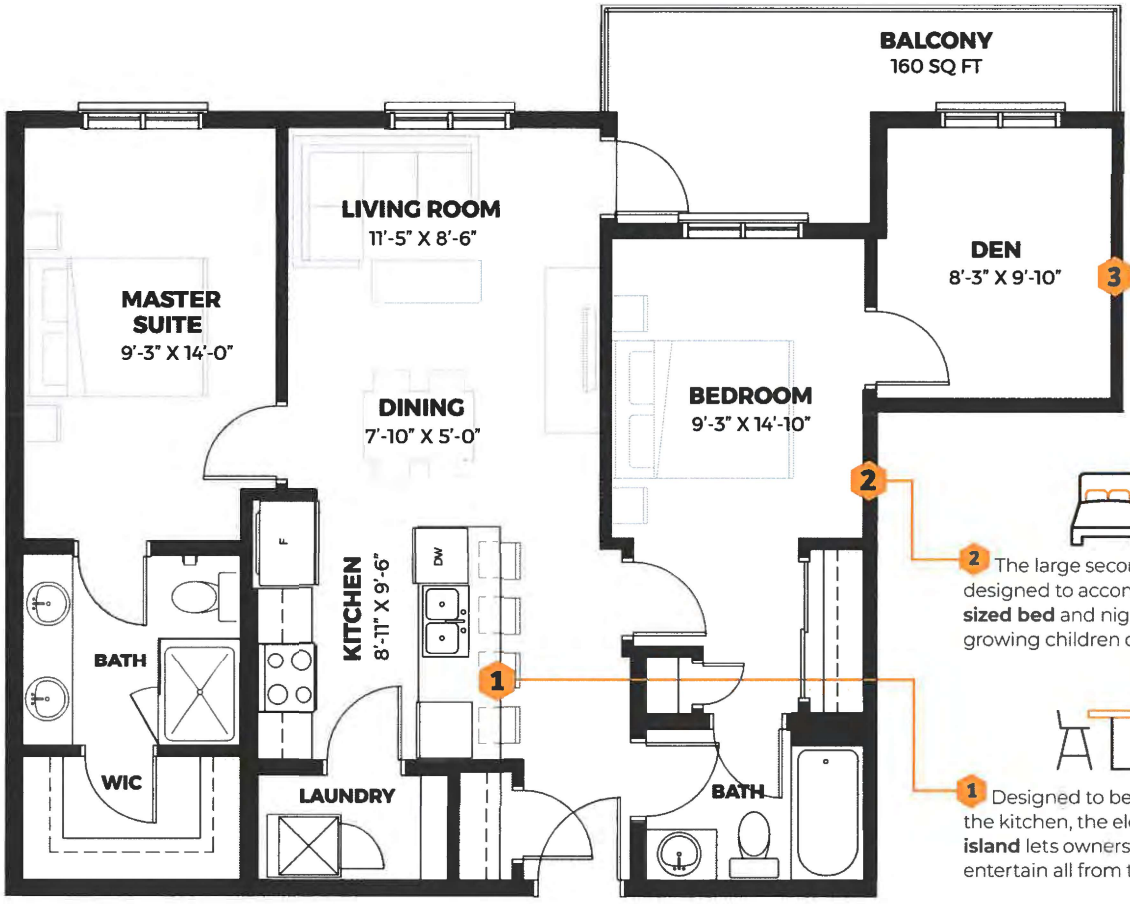
Main Features

Oro C 950 sq ft
2 Bed + Den, 2 Bath
9' - 10' ceilings



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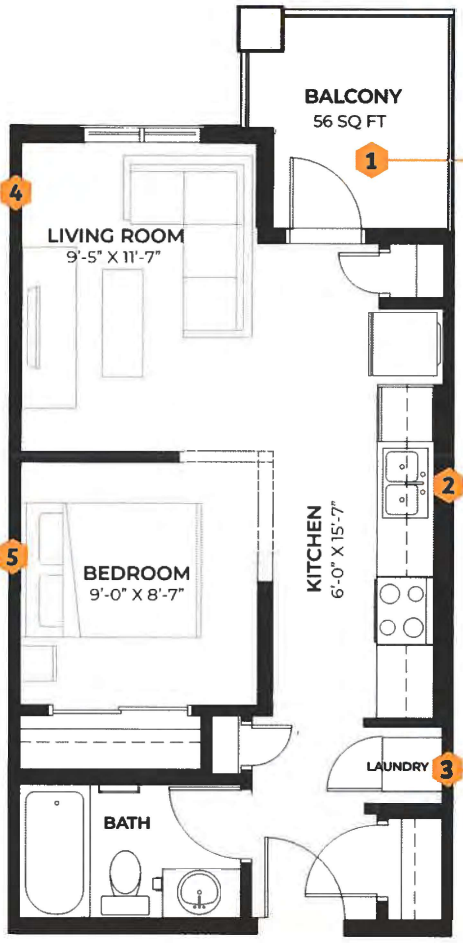
the rosa

a magazine-worthy condo

dean's landing

Main Features

Rosa 470 sq ft
1 Bed, 1 Bath
9' - 10' ceilings



1 The Rosa comes standard with its own **private balcony**. Ideal for a bbq, enjoying a quiet morning coffee or an after-work beverage.

2 The kitchen is purposefully designed to have **expansive countertops and storage** for a bachelor suite and includes a dedicated pantry.

3 The Rosa comes standard with an **in-suite laundry**. The full-sized washer and dryer are placed away from the living areas to minimize any disruption.

4 To make the home feel open and airy, we added large windows in the living room to allow for plenty of **natural light.**

5 This spacious master bedroom is designed to fit a **queen-size bed** with room to spare and is complemented by a large closet.

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the rosso a

a magazine-worthy condo

dean's landing

Main Features

Rosso A 536 sq ft
1 Bed, 1 Bath
9' - 10' ceilings



4 The Rosso comes standard with its own **private deck**. Picture summer bbqs, leisurely brunches and evenings spent sipping cocktails in your own oasis.

3 To make the home feel open and airy, we added large windows in the living room and bedroom to allow for plenty of **natural light.**

5 This **spacious master bedroom** is designed to fit a queen-size bed and two night stands with room to spare.

2 Designed to be the centre-piece of the kitchen, the elongaged **kitchen island** lets owners cook, snack and entertain all from the one location.

1 The Rosso kitchen is designed for maximum efficiency. Using the kitchen **work triangle rule**, movement between the fridge, stove and sink is minimized.

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the rosso b

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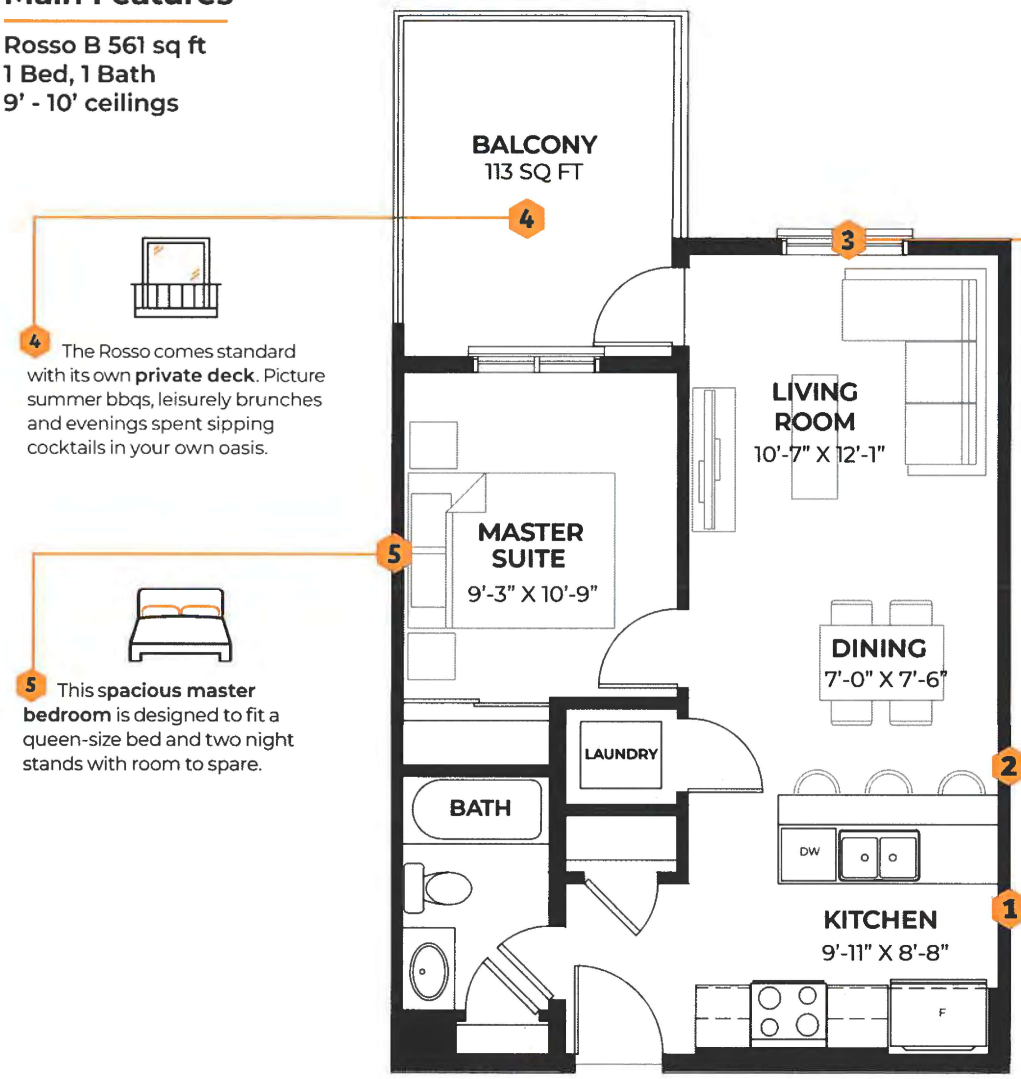
dean's landing

Main Features

Rosso B 561 sq ft
1 Bed, 1 Bath
9' - 10' ceilings



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the rubino a

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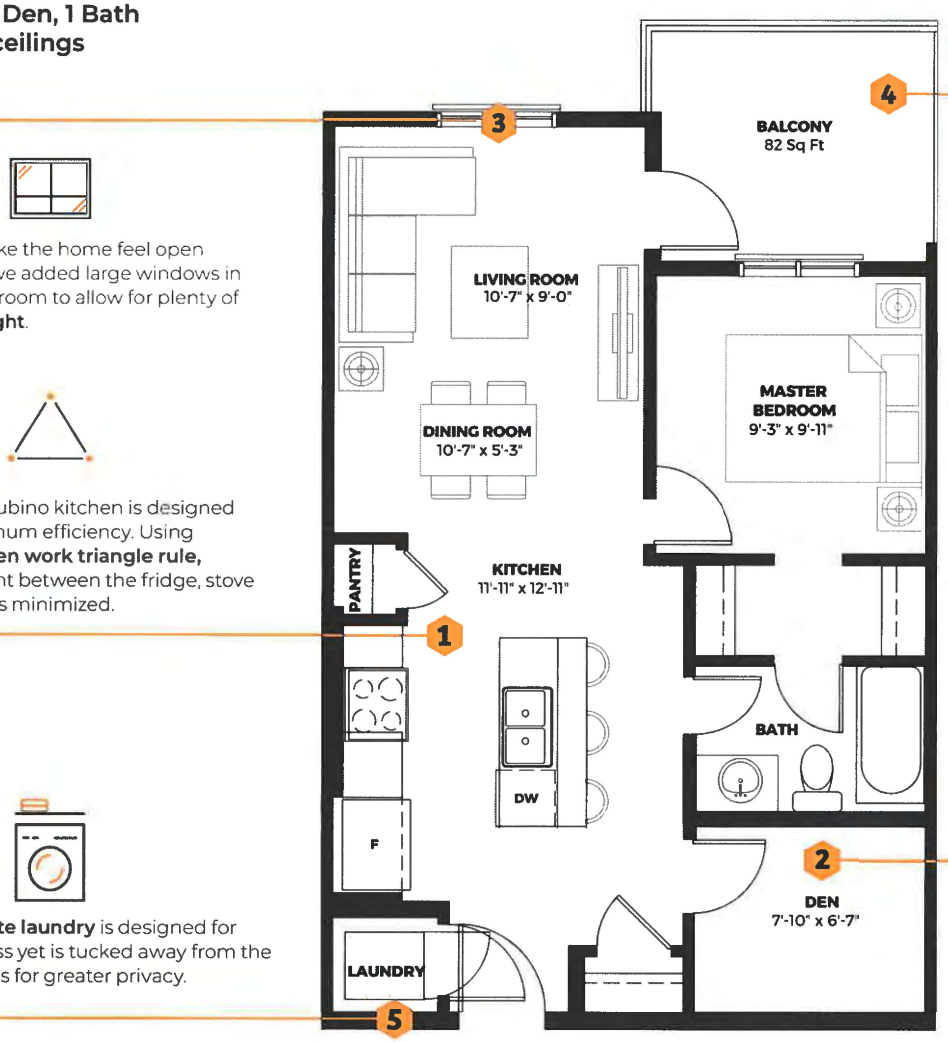
dean's landing

Main Features

Rubino A 634 sq ft
1 Bed + Den, 1 Bath
9' - 10' ceilings



3 To make the home feel open and airy, we added large windows in the living room to allow for plenty of **natural light**.

1 The Rubino kitchen is designed for maximum efficiency. Using the **kitchen work triangle rule,** movement between the fridge, stove and sink is minimized.

5 **In-suite laundry** is designed for easy access yet is tucked away from the living areas for greater privacy.

4 The Rubino comes standard with its own **private deck**. Picture summer bbqs, leisurely brunches and evenings spent sipping cocktails in your own oasis.

2 The **multi-functional den** is your special space for a home-office, yoga, library, gaming or as a hobby room.

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the rubino b

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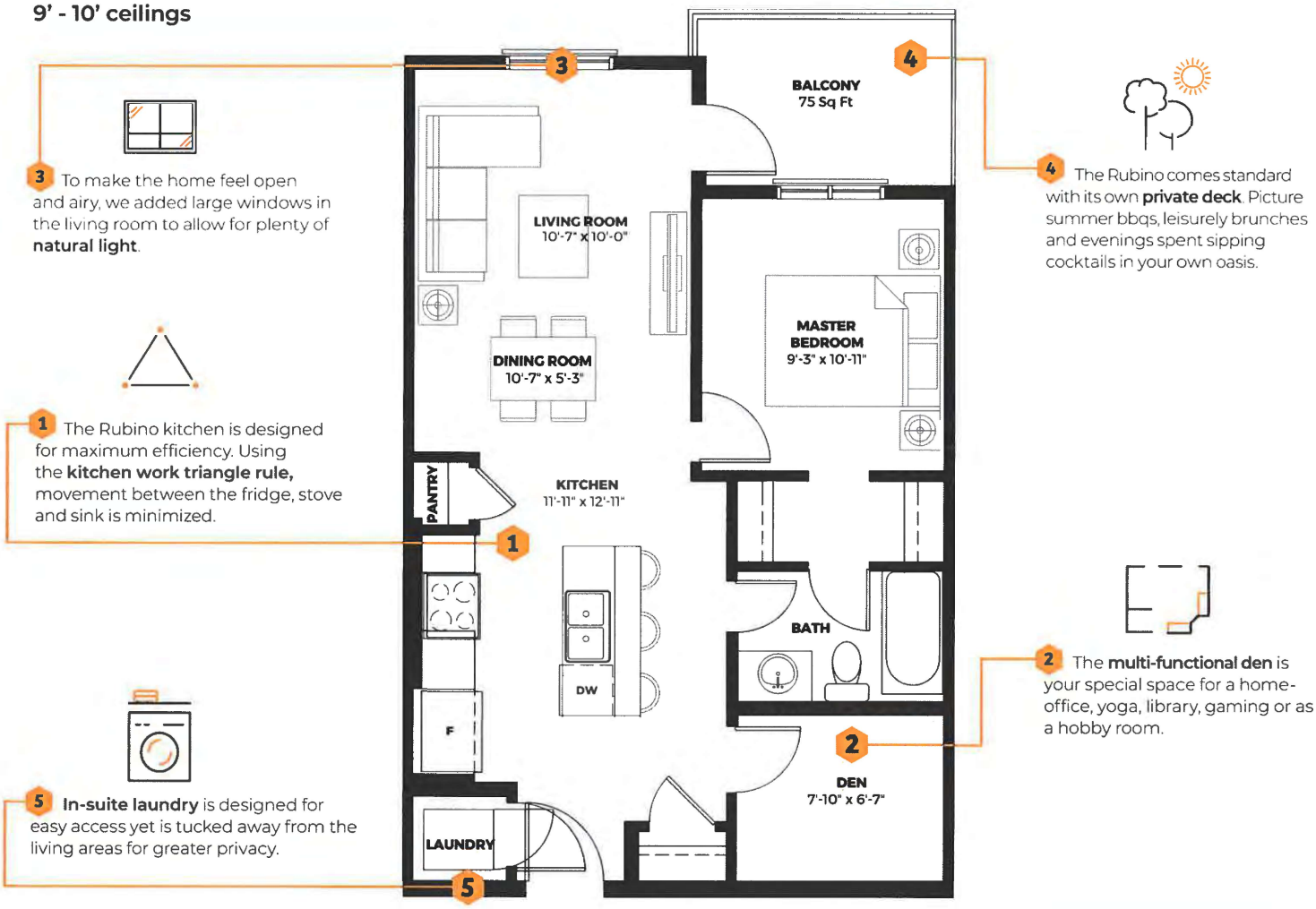
dean's landing

Main Features

Rubino B 654 sq ft
1 Bed + Den, 1 Bath
9' - 10' ceilings



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the verde a

a magazine-worthy condo

dean's landing

Main Features

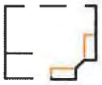
Verde A 632 sq ft
1 Bed + Den
9' - 10' ceilings



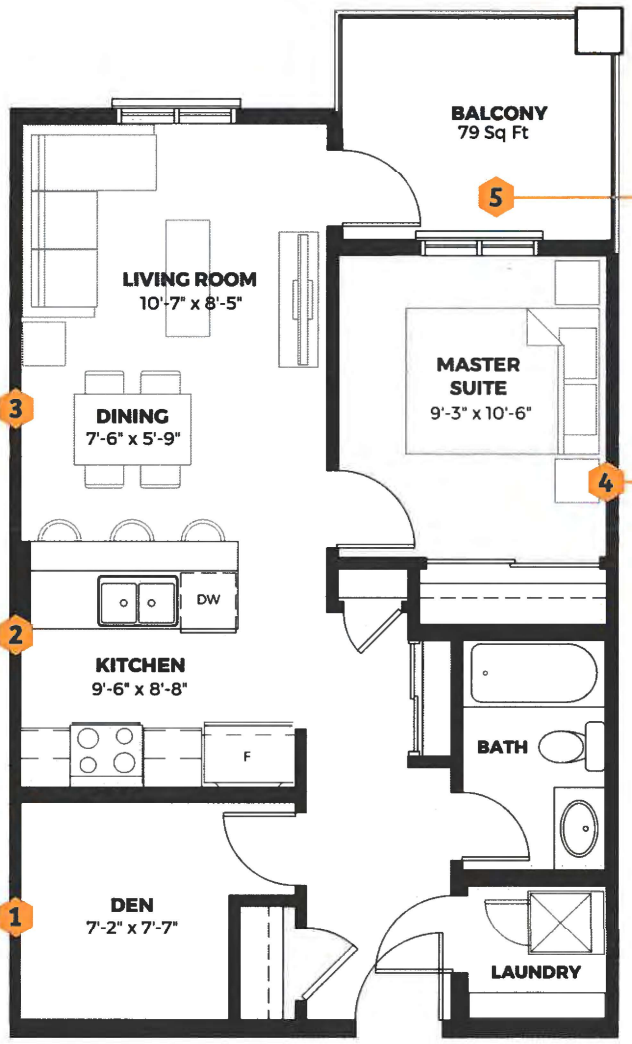
3 A purposefully designed central **dining area** let's you entertain or have family meals while being in the heart of the open concept floorplan.



2 Designed to be the centre-piece of the kitchen, the elongaged **kitchen island** lets owners cook, snack and entertain all from the one location.



1 You wanted space for your office, to practice yoga or play your games. The purposefully designed **multi-functional den** is exactly what you need.





5 The Verde comes standard with its own **private deck**. Picture summer bbqs, leisurely brunches and evenings spent sipping cocktails in your own oasis.



4 This **spacious master bedroom** is designed to fit a queen-size bed and two night stands with room to spare.

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the verde b

a magazine-worthy condo

dean's landing

Main Features

Verde B 654 sq ft
1 Bed + Den
9' - 10' ceilings



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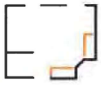

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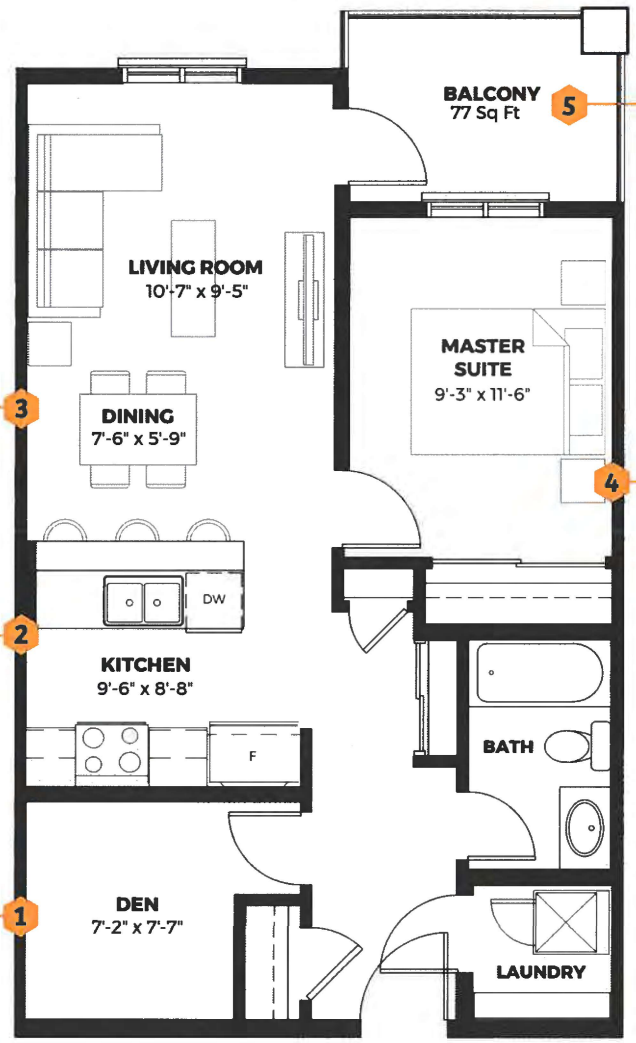



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STANDARD UNIT INSURABLE DESCRIPTION
University District – Dean's Landing
Calgary, Alberta

After January 1, 2020, condominium corporations must provide a Standard Insurable Unit Description ("**SIUD**") to their insurance provider and all owners for each class of residential units.

The SIUD is a description of what the corporation's insurance will cover, including standard fixtures and finishings without taking into account any upgrades that will be made by individual owners.

Features such as the owners' personal possessions, or any upgrades made to the unit above and beyond what is listed in this SIUD, are not covered by the corporation's insurance.

University District – Dean's Landing includes three classes of residential units: townhouses, apartments in Building 1 and apartments in Building 2. The Developer, Rohit at University District Ltd., encloses the Standard Insurable Unit Description for this condominium project to all purchasers.

The condominium site plan is attached as **Schedule "A"**. The Standard Insurable Unit Description for the Building 1 Apartments are included in the attached **Schedule "B"**. The Standard Insurable Unit Description for the Building 2 Apartments are included in the attached **Schedule "C"**. Details of the Standard Insurable Unit Description for the Townhouse class of units are included in the attached **Schedules "D-1"** and **"D-2"**.

These schedules are provided in accordance with Section 61.2 of the *Condominium Property Regulation*.

SCHEDULE “A”

Site Plan

dean's landing

magazine-worthy homes

site map



LEGEND

- Designer Condos
- Designer Townhomes Barton | Cambridge | Fairfax

This site map illustrates some or all of the lots in the project/subdivision. This document is provided for informational purposes only and does not form part of the Agreement. Lot/unit selections need to be reflected in the Agreement. Artist's renderings are conceptual only and are subject to change without notice. Dimensions are approximate and may vary in actual building. No guarantee is mode that the facilities or features shown will be built, or if built, will be the some type, size, or nature depicted as seen in the showhome or on this material. Windows are subject to change with elevation. As of June 7, 2023..

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SCHEDULE “B”

Building 1 Apartment Units

University District – Design Criteria and Specifications Apartments

WINDOWS

a. PVC Windows and Patio Doors with screens
b. Windows as per plan

ROOF

a. Roof membrane system.
b. Roof joist system allowing for all design loads.

EXTERIOR FINISHING

a. Fiber cement panels, cladding, rain screen system and through wall flashing at every floor.
b. Masonry Brick for cladding as per Architectural elevations.
c. Aluminum vented soffit for balconies
d. Vinyl decking for balconies, broom finish concrete topping for ground floor patios.
e. Aluminum powder coated railing with tempered, smoked glass inserts on all balconies
f. Metal cladding as per Architectural Design
g. Nonvisible fasteners for exterior panels

PLUMBING & HVAC

a. One mechanical and electrical room to house water main valves and all other equipment
b. Baseboard heating with shutoff valve and lock shield balancing valve, electric heaters for main entrance vestibules and emergency exits
c. Mini-split a/c rough-ins
d. Gas lines for BBQ for each apartment patio or balcony (with a common meter)
e. Snow melt system for Parkade ramp
f. Units with one bathroom: . Fiberglass 5' tub shower with full wall height tiles surround
g. Units with two bathrooms: fiberglass 5' shower pan with full wall height tiles surround with a sliding door for en-suite bathrooms, and 5' tub shower with tiles surrounds for all other bathrooms
h.
i. Ensuite laundry closet
j. Water shutoff valves located on side wall of laundry closets
k. Piping for irrigation system connection in the Mechanical room.
l. Exterior hose bibs at selected locations on building exterior and parkade locations
m. Kitchens to have hood fan and microwave with trim kit
n. Water line to the fridge

ELECTRICAL

a. Power supply panel for Units
b. Decora switches and receptacles to match kitchen tiles.
c. Telephone and Cable outlets in all bedrooms and living room.
d. Telephone and Cable communication panel in all units.
e. GFI circuits in all bathrooms, kitchens and one exterior plug in balcony.
f. Intercom in main lobby, Parkade and Ramp entry.
g. FOB access at main entrances, emergency exit doors, all stairwell doors, Parkade to stairwell doors and Parkade elevator vestibule doors.
h. Handicap operators for all storefront doors, and Parkade elevator vestibule door
i. Hallway lighting as per plans
j. Unit Lighting as per Design Interior
k. Parkade remote garage door opener
l. Accent Lighting / Bldg. Exterior Lighting:
    - wall mounted at brick cladded areas.
m. Electrical Room in Parkade, Electrical closets for submetering, one closet per floor or as required.
n. Electric vehicle charging stations:
    - 2 level 2 chargers payable with credit card on 2 of the visitors stalls in the parkade
o. Snaile Lockers at main entrance (power and data).

University District – Design Criteria and Specifications Apartments

ELEVATOR

a. One (1) Elevator
b. Concrete Elevator shafts from parkade, wood frame from 1st to 4th Floor

DRYWALL and INTERIOR FINISHING

a. Square corners for drywall throughout
b. California Knockdown texture for unit ceilings
c. Paint Grade Ceilings for Lobby & Corridors
d. Splatter finish for wall and ceilings in stairwells
e. Unit Entry - solid fire rated painted doors.
f. Interior doors – single panel, hollow core, pre-hung with 3 hinges.

PAINTING

a. Interior walls - one coat of primer and two coats of latex paint.
b. Interior doors and window trim -one coat of primer and two coats of semi-gloss paint.
c. All paint colors as per the Design Interior

CABINETS AND COUNTERTOPS

a. 8'-0" length for all Kitchen peninsulas.
b. Panel ready Fridge and Range.
c. Bathroom cabinets with soft-close drawers.
d. Quartz countertops with overhang eating bar and back splash as per design interior/
e. Panel ready dishwasher
f. All cabinet doors and drawers to be soft-close
g. Kitchen cabinet with built in microwave with a trim

FLOORING / GYPSUM UNDERLAYMENT

a. Suite Interiors: Underlay plus acoustic matt plus hard surface flooring or carpet as per plans
b. Corridors: Underlay plus Carpet Tile
c. Stair Landings: Underlay plus Carpet for stair landings and Carpet for all stairs.
d. All flooring and carpeting as per Design Interior

INTERIOR DESIGN ITEMS

a. Lobby Areas / Elevator Vestibules / Elevator Interior: Tile or flooring
b. Units living areas / kitchen as per Design Interior
c. Unit Bathrooms with tile as per Design Interior.
d. Unit Bedrooms & den to be finished with carpet as per designer interior.
e. Unit Bathrooms to have sinks and faucets as per designer interior.
f. Unit Kitchens to have undermount sink and faucet with pull down sprayer.
g. Shower for all bathrooms as per plans
h. Lobby & corridors as per plans
i. Quartz countertop.
j. Backsplash for kitchens.

APPLIANCES

a. Appliance package including full size 5 appliance – panel ready fridge, Range (electric stove with oven), Panel ready dishwasher, stackable washer,and dryer (front loading), and microwave with trim kit

SCHEDULE “C”

Building 2 Apartment Units

DISCLOSURE DOCUMENTS

Deans Landing At University District - B 2
December 15, 2023

SCHEDULE D

COMMON PROPERTY SPECIFICATIONS AND UNIT SPECIFICATION SHEETS

Specifications Summary

FOUNDATION & STRUCTURE

a. Concrete footings, walls, columns, beams, retaining walls and structural slab with reinforcement as per engineering.
b. Parkade slab on grade as per soil report and design.
c. Waterproofing on exterior surface of concrete wall
d. Concrete structural slab for main floor & 2nd, 3rd, 4th floors are engineered wooden joists
e. Gypsum cement decking with acoustic mat over wooden joist floor
f. Exterior walls structural wood studs as per engineer design.
g. Interior load bearing wall partitions-wood studs as per engineer design.
h. Party walls between suites are double wall construction.
i. Corridor partition wall are staggered studs.

WINDOWS

a. Triple glazed, PVC windows as per plans.
b. PVC patio doors
c. PVC screens.

ROOFING

a. Roofing is an inverted slope insulated membrane system as per design

EXTERIOR FINISHING

a. Fiber cement panels – installed with rain screen system
b. Cladding as per color chart & drawings.
c. Accent lights to highlight building's exterior finish
d. Aluminum powder coated railing with tempered glass inserts on all decks
e. Aluminum front entry doors to front entrance of building

PLUMBING

a. Kitchen sink
b. White fiberglass tub or shower with tile walls with tub/shower valve as per plans
c. Two-piece white toilet with tank and seat cover.

d. White under mount vanity basins
e. Bath fans and exhaust fans in bathroom and kitchen with vented to exterior.
f. Laundry complete with hot and cold water supply and drain and dryer vent.
g. Faucets as per designer interior.
h. Waterline to fridge
i. bbq gasline on each balcony or patio

HEATING & COOLING

a. As per mechanical engineer's design.
b. Pressurized hallway and common amenities with air balancing system.
c. Standard AC rough in.

ELECTRICAL

a. 70 Amp - 32 CCT power supply panel for suites.
b. White Decora switches and receptacles
c. Telephone and Cable run as per plan.
d. Telephone and Cable communication panel in all suites.
e. GFI circuits in all bathrooms and one exterior plug in balcony with GFI.
f. Building fire alarm and smoke detectors in all common areas and in each suite.
g. Main entrance door of building can be activated through keyless access or intercom connected to telephone line, parkade overhead door activated using same keyless access

DRYWALL & INSULATION

a. All drywall with gypsum board, screw and nail application.
b. Wall taping with three coat application and sanded ready for paint.
c. All ceiling taped and knockdown texture
d. Square corners inside the suites
e. Batt insulation for exterior walls, batt insulation for internal Party wall and corridor walls.
f. Batt insulation or blown in insulation in the joist space.
g. Resilient channel sound bar between floors.

INTERIOR FINISHING

a. Front solid fire rated door with dead bolt and paint.
b. Interior doors are hollow core pre-hung with 3 hinges.

c. Baseboards and casing around windows and doors with paint as per Designer Interior.
d. Hardware & washroom accessories as per Designer Interior. Mirrors as per plan in bathrooms.
e. Wire shelving shelf & rods as per plan.

PAINTING

a. Interior walls are finished with one coat of primer and two coat paint.
b. Interior doors and windows trims are finished one coat of primer and two coats of paint

KITCHEN CABINETS AND COUNTERTOPS

a. Cabinets and cabinet doors as per plan and Designer Interior.
b. Countertop as per plans and Designer Interior.

FLOORING

a. Flooring as per plan and Designer Interior.
b. Vinyl decking membrane on balcony decks.
c. 6" row of ceramic tiles vertically and horizontally around fiberglass tub/shower in bathroom
d. Backsplash above vanity in bathroom, as per Designer Interior.
e. Backsplash in kitchen, as per Designer Interior.
f. Carpet tile in all corridors and stairs in common areas.
g. Porcelain tile in building entrance lobby

APPLIANCES

a. Appliance package including full size appliance – Stainless Steel –fridge with ice maker, stove, built in microwave with trim kit, dishwasher, white stackable washer and dryer. Hoodfan will be integrated into cabinetry.

COMMON FEATURES & AMENITIES

a. Elevator from parking to 4th floor.
b. Stairwells with entry/exits for each floor with fire rated steel doors.
c. Fire alarm, emergency lights and sprinkler system.
d. Underground parking

e. Heated parkade ramp with remote controlled overhead door.

f. Mailboxes are installed in front vestibule area.

g. Front vestibule intercom system

h. Security system in entry door and keyless entry.

i. Concrete finish on exterior main floor patios around building.

j. Professional landscaping with irrigation system on property with well-designed entrance

Building Specifications may be revised without notification to substitute product of equal or better value. All specifications will meet or exceed the Alberta Building Code. Please note if customer decides to renovate or upgrade after possession, builder's warranty will be null and void.

SCHEDULE “D-1”

Buildings 3, 4, & 5 Townhouse Units

University District – Design Criteria and Specifications Townhomes

WINDOWS

a. PVC Windows and Patio Doors with screens, smoked glass
b. Windows as per plans

EXTERIOR FINISHING

a. Fiber cement panels cladding, installed with rain screen system and through wall flashing at every floor.
b. Masonry Brick for cladding high visibility areas as per Architectural elevations.
c. Aluminum vented soffit for balconies
d. Vinyl decking for all balconies, broom finish concrete topping for main floor patios.
e. Aluminum powder coated railing with 6mm tempered glass inserts on all decks
f. Metal cladding as per Architectural Design
g. Nonvisible fasteners for exterior panels

PLUMBING & HVAC

a. Air condition rough in
b. BBQ gasline located on patio (main floor units) or deck off kitchen (upper units).
c. Where suite has one bathroom: Fiberglass 5' tub shower with full wall height tiles surround for all units with 1 bathroom.
d. Where suite has two bathrooms: Fiberglass 5' shower pan with full wall height tiles surround with a sliding door for en-suite bathrooms, and 5' tub shower with tiles surrounds for all other bathrooms
e. Laundry closet with stacked washer and dryer (front loading)
f. Suite water shutoff valves to be located on side wall of laundry closets.
g. Each kitchen will have a built-in hood fan - and built-in microwave with trim kit
h. Water line to the fridge
i. Sinks in bathrooms as per design interior

ELECTRICAL

a. White Decora switches and receptacles throughout, black if kitchen tiles are black
b. Telephone and Cable outlets with plates & termination in all bedrooms and living room.
c. Telephone and Cable communication panel in all suites.
d. GFI circuits in all bathrooms, kitchens and one exterior plug in balcony.
e. Balconies Lighting as per plan
f. Suite Bathroom Lighting as per plan

DRYWALL and INTERIOR FINISHING

a. Square corners for drywall throughout
b. California Knockdown texture for ceilings for suites
c. Single panel Interior doors are hollow core pre-hung with 3 hinges.
d. Bypass doors for all closets
e. Baseboard and casing around all windows and doors as per Design Interior
f. Suite Entry solid fire rated painted doors
g. Single panel Interior doors are hollow core pre-hung with 3 hinges (as per designer interior)

PAINTING

a. Interior walls are finished with one coat of primer and two coats of latex paint.
b. Interior doors and windows trims are finished one coat of primer and two coat of semi-gloss paint.
c. All paint colors as per the Design Interior

CABINETS AND COUNTERTOPS

a. 8'-0" length for all Kitchen peninsulas, allowing for a 2 x 6 plumbing wall where required
b. Allow 36'' opening for panel ready Fridge, and 2'-6" for Range, cabinets on both side of the range.
c. Allow 3'-6" min for spacing between peninsula and opposite cabinets
d. Allow for 21" deep bathroom cabinets with drawers (Soft close)
e. 1-1/4" Quartz countertops with 10" overhang eating bar and full height ¾" quartz or tile back splash. (as per design interior)
f. Panel ready dishwasher

g. All cabinet doors and drawers to be soft closing
h. Kitchen cabinet with microwave shelf with a trim kit

FLOORING / GYPSUM UNDERLAYMENT

a. Suite Interiors: 1'" Gypsum underlay + ¼" acoustic matt + hard surface flooring or carpet
b. Corridors: 1'-1/4" Gypsum underlay + Carpet Tile
c. All flooring and carpeting is as per plans

INTERIOR DESIGN ITEMS

a. Unit living areas / kitchen to be finished as per Design Interior
b. Unit Bathrooms to be finished as per Design Interior tile for walls around showers and tubs
c. Unit Bedrooms & den to be finished with carpet (as per designer interior)
d. Sinks and faucets to be used for all bathrooms. (as per designer interior)
e. Undermount sink and faucets with pull down sprayer for kitchens.
f. Backsplash for kitchens

APPLIANCES

a. Appliance package including full size 5 appliance – panel ready fridge, Range (electrical stove with electrical oven), Panel ready dishwasher, stackable washer,and dryer (front loading), and microwave with a trim kit

SCHEDULE “D-2”

Buildings 6, 7, 8, & 9 Townhouse Units

Rohit™

HOMES | Bold Goes Further

DISCLOSURE DOCUMENTS

Deans Landing At University District Townhomes B 6-9
March 15, 2024

SCHEDULE D

UNIT SPECIFICATION SHEETS

Specifications Summary

FOUNDATION & STRUCTURE

a. Concrete footings, walls, columns, beams, retaining walls and SOG as per engineering
b. Waterproofing on exterior surface of concrete wall as per design
c. Exterior walls structural wood studs as per engineer design
d. Interior load bearing wall partitions-wood studs as per engineer design

WINDOWS

a. Triple glazed, PVC windows as per plans
b. PVC patio doors
c. PVC screens

ROOFING

a. Roofing is an inverted slope insulated membrane system as per design

EXTERIOR FINISHING

a. Fiber cement panels – installed with rain screen system
b. Cladding as per color chart & drawings
c. Accent lights to highlight building's exterior finish
d. Aluminum powder coated railing with tempered glass inserts on all decks

PLUMBING

a. Kitchen sink
b. White fiberglass tub or shower with tile walls with tub/shower valve as per plans
c. Two-piece white toilet with tank and seat cover
d. White under mount vanity basins
e. Bath fans and exhaust fans in bathroom and kitchen vented to exterior
f. Laundry complete with hot and cold water supply and drain and dryer vent
g. Faucets as per designer interior
h. Waterline to fridge
i. BBQ gasline on each balcony or patio

HEATING & COOLING

a. As per mechanical engineer's design
b. AC rough in

ELECTRICAL

a. White Decora switches and receptacles
b. Telephone and Cable run as per plan
c. Telephone and Cable communication panel in all suites
d. GFI circuits in all bathrooms and one exterior plug in balcony with GFI

DRYWALL & INSULATION

a. All drywall with gypsum board, screw and nail application
b. Wall taping with three coat application and sanded ready for paint
c. All ceiling taped and knockdown texture
d. Square corners inside the suites
e. Batt insulation as per design

INTERIOR FINISHING

a. Front fire rated door with dead bolt and paint
b. Interior doors are hollow core, pre-hung with 3 hinges
c. Baseboards and casing around windows and doors painted as per Designer Interior
d. Hardware & washroom accessories as per Designer Interior. Mirrors as per plan in bathrooms
e. Wire shelving shelf & rods as per plan

PAINTING

a. Interior walls are finished with one coat of primer and two coats of paint
b. Interior doors and window trim are finished one coat of primer and two coats of paint

KITCHEN CABINETS AND COUNTERTOPS

a. Cabinets and cabinet doors as per plan and Designer Interior
b. Countertop as per plans and Designer Interior

FLOORING

a. Flooring as per plan and Designer Interior
b. Vinyl decking membrane on balcony decks
c. Ceramic tiles vertically and horizontally around fiberglass tub/shower in bathroom
d. Backsplash above vanity in bathroom, as per Designer Interior
e. Backsplash in kitchen, as per Designer Interior

APPLIANCES

a. Appliance package includes full size appliances – Stainless Steel – fridge with ice maker, stove, built in microwave with trim kit where applicable and dishwasher. White washer and dryer. Hoodfan will be integrated into cabinetry.

Building Specifications may be revised without notification to substitute product of equal or better value. All specifications will meet or exceed the Alberta Building Code. Please note, if the customer decides to renovate or upgrade after possession, builder's warranty will be null and void.

DESCRIPTION OF COMMON PROPERTY
University District – Dean's Landing
Calgary, AB

1. **General Description of Common Property**: University District – Dean's Landing is a conventional condominium project consisting of townhouses and apartments, built in phases in accordance with the regulations passed under the *Condominium Property Act*. Once the project is complete, the common property will consist of:

   a) the structure of all the buildings on site including roofs, exterior walls, siding, soffits/fascia/eavestroughs and exterior doors & windows;

   b) all the hard and soft landscaping within the project including walks, driveways, steps, decks/patios, lawns, trees, fences entrance signage, underground irrigation, etc. and;

   c) the internal roadway.

2. **Finishing of Common Property Within Buildings**: Hallways, lobbies and the entrance foyers will generally be finished like the interiors of the apartment homes (i.e. textured ceilings, painted drywall walls, carpet, tile or vinyl floors, etc.). The apartment buildings will have common property parcel lockers and a bike storage room.

3. **Significant Utility Installations, Major Easement Areas:** The project is not expected to contain any high-pressure gas lines, high voltage power towers, or other utility installations of that sort. However, the project is expected to contain various utilities (power, telephone, water, sewer, natural gas, etc.). The exact location of utility lines and related equipment will be determined by the project designers and by crews on site. The Developer may install one or more electric vehicle charging station(s) in a common property parking stall.

4. **Retaining Walls:** The project is expected to contain a retaining wall at the entrance to the project. The Developer reserves the right to add any further retaining walls, swales and/or similar structures as may be required to ensure the project meets municipal lot grading requirements.

5. **On Site Recreational Facilities & Equipment:** There will be an outdoor seating area with a barbecue, located between the two apartment buildings. There will also be outdoor seating areas and green spaces between Townhome buildings 8 and 9 and Apartment Building 1.

6. **Maintenance Equipment Supplied:** None.

7. **Roadways, Walkways, Parking Areas:** The common property roadway will include an appropriate road base, a 1st lift of asphalt and concrete curbs. At that stage, the roadway will be ready for its intended use. As various groups of homes are built and occupied, the Developer will arrange to have a 2nd lift of asphalt applied to the entire roadway. The Developer will build walkways more or less as shown on the project site plan.

8. **Fences:** The Developer may (but is not required to) erect fencing along portions of the project if it believes that the fencing would add to the curb appeal of the project. The Developer may also install one or more project entrance signs. The design, location and colours of fencing and entrance sign(s) are entirely at the Developer's discretion.

8. **Landscaping:** As each phase of the project is completed, the Developer will install lawns, trees and shrubs which comply with municipal zoning bylaws. The specific choice and location of materials to be used is entirely at the Developer's discretion. The Developer agrees to complete the landscaping as soon as practicable given the weather, soil conditions and availability of sub-trades.

9. **Exterior Finishing of Buildings:** The exterior of the buildings will be finished using the materials set out in the project specifications.

This schedule is provided in accordance with Section 12.2(b) of the *Condominium Property Act*.

University District – Dean's Landing
Calgary, Alberta

PHASING DISCLOSURE STATEMENT

Condominium Plan No. _____

University District – Dean's Landing is a conventional condominium project, to be built in phases as allowed under section 19 of the *Condominium Property Act*, as follows:

1. Number of Units in the Project

Once complete, the project is expected to contain 66 townhouse units ("**Townhouse Unit**") within 7 buildings, 135 apartment units ("**Apartment Unit**") within 2 buildings, 155 parking units ("**Parking Unit**") and 28 titled storage units ("**Storage Unit**") for a total of 389 units.

The developer reserves the right to increase or decrease the total number of units in the project and to change the ratio of Townouse Units to Apartment Units as long as any such change is in accordance with this Phasing Disclosure Statement. As well, any change in unit counts is subject to municipal approval.

Phase 1 is expected to consist of 33 Townhouse Units located within 3 buildings.

Maximum Units: The maximum number of residential units to be inlcuded in the entire completed phased project could be as many as 231.

Minimum Units: The minimum number of residential units to be included in the entire completed phased project will be 33.

The developer will build more homes as and when buyers for those homes are found. The balance of the project could be built in as many as 6 subsequent phases (i.e. 1 phase per building). However, the developer reserves the right to combine phases as it sees fit.

2. Description of Units and Common Property in the Initial Phase

Number of units: 33

General size of units: between 500 and 2000 square feet;

Common property:

- exterior of buildings will have asphalt shingles, vinyl siding and prefinished aluminum soffits. Colors will be at the discretion of the developer.
- the developer will construct the underground services (water, sewer, power gas, etc.) and the portion of the internal roadway required to access phase 1 units as part of the initial phase.
- the developer will install landscaping within a reasonable time after each phase is completed.

Restrictions or qualifications on types of units/common property: None.
Proposed uses of the units/common property: as per Land Use Bylaw.

3. Description of Units and Common Property in Subsequent Phases

Number of units:		as shown in paragraph 1
General size of units	-	Townhouse Units between 500 and 2000 square feet
	-	Apartment Units between 350 and 1300 square feet
	-	Parking Units sized to meet municipal bylaws
Common property	-	exterior of buildings will have asphalt shingles, vinyl siding and prefinished aluminum soffits. Colours will be at the discretion of the developer.
	-	the developer will install landscaping within a reasonable time after each phase is completed.

Restrictions or qualifications on types of units/common property: None.

Proposed uses of the units/common property: as per Land Use Bylaw.

4. Proposed physical appearance / architectural compatibility

All phases will use the same type of construction (wood frame) with similar architectural features and finishing materials. The developer will try to ensure that all phases are essentially consistent with each other, within reason. Colours are at the discretion of the developer.

5. Availability of Common Property

The developer will construct the underground services (water, sewer, power gas, etc.) as part of the initial phase. As each phase is completed, the occupants in that phase will be able to use all the common property in that phase and in all previous phases.

6. Condo Fees During Construction

Project bylaws will specify that the condominium's expenses are to be divided and assessed among assessable units within each unit type. Each residential unit in the project will contribute equally to the Overall Project Budget. Assessable units are units within substantially complete phases.

When customers occupy units before condo fees have been assessed to units in that phase, those customers are required to pay the developer monthly maintenance fees (equal to 80% of the estimated condominium fees) to help cover the maintenance expenses for that phase.

The developer is responsible for maintenance and operating costs (insurance, utilities, etc.) for the phases which are not substantially complete. Accordingly, the developer is not required to pay any condominium fees for units in phases which are undeveloped or under construction.

6. Condo Fees During Construction (continued)

Within a reasonable time after each phase has been substantially completed, the condominium corporation will take over the operation of that phase. The corporation will then be entitled to begin collecting condominium fees from the owners of all units in that phase, whether the units are sold or not.

7. Allocation of Administrative Expenses / Unit Factors

Unit factors have been allocated among the 201 condominium homes in this project based on the following:

a) The *Condominium Property Act* specifies that the total of the unit factors must be 10,000.

b) Titled Parking Units have been arbitrarily allocated 1 unit factor.

c) Titled Storage Units have arbitrarily been allocated 1 unit factor.

d) The Townhouse Unit unit factor allocation is by model type.

e) The Apartment Unit unit factor allocation is based on area.

f) The developer reserves the right to adjust unit factors if it believes that the adjustment results in a fairer apportionment between units.

Unit factors for all units are shown on the unit factor table included on the registered condominium plan.

8. Effect on Condo Fees if Future Phases are not Completed

The proposed budget consists mainly of variable costs (i.e. costs that go up or down depending on how many units are built). However, approximately 10% of the budgeted expenses are fixed costs (i.e. they cost the same whether 33 or 231 units are involved). Accordingly, if the future phases are not completed, the condo fees payable by owners in completed phases may increase to cover the portion of the fixed costs which would otherwise have been paid by the unbuilt units.

9. Completion of Project

All phases that make up the total development of the land shall be registered within 25 years.

SECTION 3: BYLAWS

Bylaws

CONDOMINIUM CORPORATION NO. _____

(University District - Dean's Landing, Calgary, AB)

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PART 1 - DEFINITIONS AND INTERPRETATION

1. Replacement of Existing Bylaws

1.1 These Bylaws are adopted by Condominium Corporation No. _____ to replace the Bylaws set out in Appendix 1 of the *Condominium Property Act*.

2. General Intention, Definitions and Interpretation

2.1 University District – Dean's Landing is conventional condominium consisting of two main Unit types, namely:

a) townhomes; and
b) apartment suites.

To the extent that it is possible, Units of each type should be grouped together and managed as though they were a separate condominium. As such, each Unit type has its own budget, its own condominium fees, its own insurance and its own reserve fund. The budgets for each Unit type will include one or more amounts for expenses which relate to the overall Project (such as liability insurance, maintenance of common roadways, etc.).

Whenever possible, these Bylaws are to be interpreted to be consistent with the general intention as stated above.

2.2 The following definitions apply to all parts of these Bylaws:

a) "Act" means the *Condominium Property Act*, RSA 2000, c C-22, as amended from time to time;

b) "Board" means the Board of Directors of the Corporation;

c) "Bylaws" means the Bylaws of the Corporation, as amended from time to time;

d) "Common Property" means the Common Property as shown in the Condominium Plan (building structure, roof, exterior parking areas, landscaped areas, etc.). Common Property is owned collectively by the Owners and managed by the Corporation;

e) "Condominium Plan" means the Condominium Plan registered under the Act;

f) "Corporation" means the Condominium Corporation for this Project;

g) "Corporation Property" means property owned by the Corporation;

h) "Developer" means a person who, alone or in conjunction with other persons, sells or offers for sale to the public Units or proposed Units that have not previously been sold to the public by means of an arm's length transaction;

i) "Exclusive Use Area" means the areas designated as exclusive use areas on the registered Condominium Plan;

j) "Occupant" means a person present in a Unit or on the Common Property with the permission of an Owner. Occupant includes Owners and tenants of an Owner;

k) “Owner” means the registered Owner of a Unit;

l) “Parking Unit” means those separately titled Units in the Project which are used for parking a motor vehicle;

m) “Project” means the condominium development known as University District - Dean’s Landing, located in Calgary, AB;

n) “Property Manager” means a Property Manager appointed by the Board in accordance with these Bylaws;

o) “Special Resolution” has the meaning given to it in the Act (generally: a resolution supported by 75% of the people entitled to vote on a given issue);

p) “Standard Insurable Unit Description”, or “SIUD” means the description of typical features in the Units that the Corporation insures and is determined in accordance with the Regulations.

q) “Unit” means an area designated as a Unit by the Condominium Plan.

2.3 Unless the context otherwise requires, words and expressions which have a special meaning assigned to them in the *Condominium Property Act* or in the *Land Titles Act* have the same meaning in these Bylaws.

2.4 The rights and obligations given or imposed by these Bylaws are in addition to the rights and obligations given or imposed by the Act.

2.5 All references to the *Condominium Property Act* or other laws shall be read to include applicable amendments and substitute legislation.

2.6 Wherever these Bylaws conflict with the Act, the Act prevails.

2.7 These Bylaws are to be read with all the changes in number and gender required by the context. For example, "he" can mean "he", "she", "it" or "they", depending on whether the person is a man, a woman, a Corporation or a combination of those things.

2.8 The headings in these Bylaws are inserted only for convenience of reference.

PART 2 - THE CONDOMINIUM CORPORATION

3. Duties of the Corporation

3.1 The Corporation has the duty to:

a) enforce these Bylaws;

b) place and maintain a condominium insurance policy, in accordance with the Act and Regulations. Generally, the insurance will include:

i) replacement cost insurance on all the buildings within the Project;

ii) coverage for potential liability of the Corporation to 3rd parties;

iii) coverage for potential liability of Board members.

c) maintain, repair and replace the Common Property, including

i) fertilizing, watering and mowing lawns;

ii) removing ice and snow from all driveways and sidewalks, within a reasonable time after they accumulate;

iii) repairing or replacing any pipes, wires, cables, ducts etc. which serve more than one Unit;

iv) arranging garbage collection for all Units (if not done by the municipality);

v) maintaining all exterior parking facilities, including the driveways of the Units;

vi) maintaining all buildings, including roofs, eavestroughs, siding, stucco, and exterior doors and windows;

vii) providing and maintaining reasonable outside lighting;

viii) maintaining all fencing, decks, patios, driveways and sidewalks within the Project;

d) keep copies of all warranties, guarantees, drawings, specifications, plans, written agreements, certificates and approvals relating to the development;

e) carry out any other duties which the Act imposes on the Corporation.

4. Powers of the Corporation

4.1 The Corporation has all the powers granted to it in the Act and Regulations as well as those reasonably necessary in order to carry out its duties. For example, the Corporation may:

a) acquire personal property to be used:

i) for the maintenance, repair or replacement of Common Property;

ii) by the Owners in connection with their enjoyment of the property of the Corporation or the Common Property;

b) borrow money and grant such security as may be required to ensure repayment of the loan;

c) permit an Owner to exercise exclusive possession in respect of any area or areas of the Common Property;

d) enter into an agreement respecting the provision of amenities or services to an Owner or an Occupant;

e) do all things reasonably necessary to enforce these Bylaws and any rules passed pursuant to these Bylaws;

f) enter into management agreements and recreational agreements;

g) levy fines for the contravention of any bylaw in accordance with the Act and these Bylaws;

h) commence such legal proceedings as it deems necessary to carry out its duties under the Act and these Bylaws;

i) adopt policies and/or rules concerning various matters of common concern to the Occupants, such as:

i) the rental of Units to tenants. Such rules may include the imposition of damage deposits, a requirement that tenants sign an undertaking to be bound by the Bylaws, procedures for giving tenants notice to vacate, and any other rules which the Corporation could reasonably make to protect the lifestyle of Occupants in the Project;

ii) activities which have the potential to unreasonably interfere with other Owners/Occupants' enjoyment of their Units;

iii) Occupants' use driveways, decks and other Common Property;

iv) changes to Units which have a significant impact on Occupants of other suites;

j) do such other things as are necessary to accomplish the things the Corporation is permitted or required to do by the Act and these Bylaws.

5. The Board of Directors

5.1 The Corporation shall have a Board of Directors, consisting of between 3 and 7 members. The number of members is decided by ordinary resolution at any meeting during which members are being elected.

5.2 At an election of members of the Board, each person entitled to vote may vote for as many nominees as there are vacancies to be filled on the Board.

5.3 A person need not be an Owner to be elected to the Board.

5.4 Only one Occupant of a Unit may sit on the Board at one time.

5.5 An Owner whose condominium fees are more than 30 days in arrears is not eligible to be nominated for election to the Board.

5.6 Board members (and former Board members) are not liable to the Corporation, to Owners, or to anyone else to whom these Bylaws apply unless the Board member knowingly failed to meet his statutory obligation to act honestly and in good faith with a view to the best interests of the Corporation, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

5.7 The Corporation shall indemnify all directors and former directors for any and all costs and/or liability they incur as a result of their involvement on the Board. This indemnity applies only to directors and former directors who met the statutory duty to act honestly and in good faith with a view to the best interests of the Corporation, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

6. Term of Office

6.1 In order to ensure some continuity in the Board's affairs, Board members are elected for a 2-year term. In other words, Board members elected at an annual general meeting hold office until the conclusion of the annual general meeting held in the second year after the year he was elected to the Board.

6.2 The Owners may, by Special Resolution at a general meeting, remove any member of the Board before his term of office expires.

6.3 Upon prior written notice to the Board member affected, the Board may declare that the office of the member is vacated if the member:

a) becomes bankrupt under the *Bankruptcy Act* (Canada);
b) becomes mentally incompetent;
c) is more than 60 days in arrears in payment of any contribution required to be made by him as an Owner;
d) is absent from three consecutive meetings of the Board without permission of the Board.

7. Vacancies on the Board

7.1 If a vacancy occurs on the Board, the Board may appoint another person to fill the vacancy for the remainder of the former member's term.

8. Officers of the Corporation

8.1 The Board may designate, from its members, a President, a Vice-President, a Secretary and a Treasurer. In addition to any specific duties which the Board assigns to them, the officers of the Corporation shall have the following duties:

a) The President is responsible for the daily execution of the business of the Corporation. He acts pursuant to the resolutions of the Board, or by its subsequent ratification. The President is also responsible for chairing Board meetings and annual general meetings.

b) The Vice-President assists the President and replaces him from time to time if the President is absent or unable to carry out his duties.

c) The Secretary is responsible for recording and maintaining the minutes of the Board meetings and general meetings. The Secretary is also responsible for all the correspondence of the Corporation.

d) The Treasurer is responsible for:

i) receiving all money paid to the Corporation and depositing it as the Board may direct;

ii) keeping such accounting records as the Board may direct;

iii) when directed to do so by the Board, presenting a detailed accounting of receipts and disbursements of the Corporation, and

iv) preparing, for submission to the annual general meeting:
- financial statements for the previous fiscal year
- a budget for the current fiscal year.

8.2 In order to carry out their duties, Officers may seek and receive assistance from the Property Manager or other qualified persons.

8.3 A person ceases to be an officer of the Corporation if he ceases to be a member of the Board.

8.4 If a person ceases to be an officer of the Corporation, the Board shall designate from its members a person to fill that office for the remainder of the term.

9. Procedure for Board Meetings

9.1 The Board shall meet:

a) at such times and places as the Board directs;

b) when any member of the Board gives the other members not less than 7 days' notice of the meeting, specifying the reason for calling the meeting;

c) in emergency situations, at the call of the president. In these situations, the president shall use his or her best efforts to ensure that all Board members receive notice of the meeting.

9.2 Generally, Board meetings may be conducted without formal rules of procedure, as long as all Board members are given a reasonable chance to participate in the meetings. If a Board member so requests, Board meetings shall follow Robert's Rules of Order.

9.3 A quorum at a Board meeting shall be a majority of the Board members.

9.4 At Board meetings, all matters shall be determined by majority vote. If a vote is tied, the chairman is entitled (but not obligated) to a casting vote in addition to his original vote.

10. Resolutions in Writing

10.1 A written resolution signed by a majority of the members of the Board, has the same effect as a resolution passed at a duly convened meeting of the Board.

11. Seal of the Corporation

11.1 The Board shall adopt a corporate seal. The Corporation's formal signature consists of the signatures of 2 Board members, accompanied by the seal.

12. Signing Authority

12.1 The Board may prescribe other forms of signature for various types of documents where a formal signature is not required. Examples include:

a) signing authority for cheques, deposits and other banking documents;

b) letters issued by the Corporation, in accordance with Board resolutions.

12.2 The Board may authorize a Property Manager (or other agent) to issue estoppel certificates (and/or replies to information requests) under seal or otherwise.

13. Duties of the Board

13.1 Generally, the Board is responsible for carrying out all the duties of the Corporation. More specifically, the duties of the Board include:

a) enforcing these Bylaws;

b) managing the Common Property;

c) placing and maintaining the insurance coverages required under the Act and these Bylaws;

d) adopting a budget (for common expenses) and assessing condominium fees to cover those expenses;

e) preparing and distributing financial statements;

f) meeting the requirements of the Act and these Bylaws concerning Capital Replacement Reserve Funds;

g) providing Owners, purchasers or mortgagees with any information required to be provided under the Act or these Bylaws;

h) providing notices of meetings to those mortgagees who have given the Corporation written notice of their mortgages and of their intention to exercise the Owner's voting rights;

i) filing notices at the Land Titles Office as required under the Act;

j) calling and holding general meetings;

14. Powers of the Board

14.1 Generally, the Board has all the powers it reasonably requires in carrying out its duties. More specifically, the Board's powers include:

a) hiring agents, contractors or employees;

b) delegating various powers and duties (and revoking such delegations);

c) charging reasonable fees for providing documents required under the Act, Regulations or these Bylaws;

d) establishing rules concerning various issues. All such rules shall have the force of a bylaw, as long as the rule respects the spirit of these Bylaws;

e) taking whatever legal steps are required to enforce the Bylaws.

15. Capital Replacement Reserve Fund

15.1 In accordance with the Act, the Board shall (every 5 years) obtain a Reserve Fund Report, which:

a) lists all the parts of the Common Property which are expected to require replacement or major repairs within 30 years;

b) estimate the cost of those replacements or repairs;

c) recommends one or more ways of funding the estimated repair and/or replacement costs.

15.2 After receiving the report, the Board shall adopt a Reserve Fund Plan which describes how the expected repairs/replacements will be funded.

15.3 The Board shall provide each Owner with a copy of the Reserve Fund Plan within a reasonable time after the Plan has been adopted.

15.4 As part of its annual financial statements, the Board shall prepare a statement showing the funds flowing in to (and out from) the Capital Replacement Reserve Fund, during the year.

15.5 In addition to the Capital Replacement Reserve Fund, the Board may establish a Capital Improvement Fund, to be used for improvements to the areas which the Corporation is obliged to maintain.

16. Appointment of Committees

16.1 The Board may appoint (and dissolve) committees for various purposes, as it sees fit.

16.2 The Audit Committee shall consist of at least 2 people, neither of which may be the Treasurer of the Corporation. The other committees shall consist of as many people as the Board shall decide is an effective number of members.

16.3 Each committee shall appoint a chairman and each chairman shall report to the Board on his committee's activities.

16.4 Committees do not have authority to deal directly with Owners, Occupants or others, unless the Board has expressly authorized that committee to do so.

17. Penalties for Bylaw Contravention

17.1 If the Board determines that a breach of a bylaw is occurring, it may, by resolution, cause a notice to be delivered to the Owner alleged to be in breach. The notice shall specify the nature and particulars of the breach, as well as a reasonable time within which the breach is to be rectified. The time specified shall be no earlier than 3 days from the date the notice is delivered to the Owner involved.

17.2 If the resolution so provides, the Board may impose a fine, not exceeding **$500** for the first instance of non-compliance and up to **$1,000** for second and subsequent instances of non-compliance, which will be levied if the breach has not been rectified within the time specified in the notice. If the Board intends to levy a fine, the notice alleging the breach shall include a notice to that effect.

17.3 Owners are responsible for ensuring that all Occupants of their Unit comply with these Bylaws. If the person alleged to be in breach is a tenant, the notice shall be given to both the tenant and the Owner. The notice must specify whether the Owner, the tenant, or both, are liable for payment of the fine.

17.4 The maximum amount of the penalty to be imposed for continuing non-compliance with a bylaw is **$500** for the for the first week for the first instance of non-compliance and **$1,000** for each subsequent week or each week of any subsequent continuing non-compliance.

17.5 An Owner who objects to a notice given by the Board (or to a fine imposed under these Bylaws) may appeal the resolutions of the Board to a general meeting of the Owners, convened in the manner specified by these Bylaws.

17.6 At the general meeting, the Owners may confirm, rescind or amend the resolution of the Board. In so doing, the Owners may consider all relevant information including the circumstances surrounding the alleged breach and any actions taken subsequently.

17.7 The appeal to the Owners shall be conducted according to rules of natural justice. No error in procedure shall operate so as to nullify the proceedings, unless the error is sufficiently grave as to prejudice the rights of one or more Owners.

PART 3 - GENERAL MEETINGS

18. Convening of Meeting and Notice

18.1 Each year, the Board shall convene an annual general meeting of the Owners within 90 days after the end of the Corporation's fiscal year.

18.2 In addition, the Board may convene a general meeting of the Owners whenever it considers it proper to do so.

18.3 On the written request of Owners who collectively hold at least 25% of the voting rights in the Corporation, the Board shall convene a general meeting of the Owners.

18.4 Whenever a general meeting is to be convened, the Board shall give each Owner at least 14 days' written notice of the meeting. The notice shall state:

a) the place, date and time of the meeting;

b) the nature of any special business to be discussed at the meeting.

18.5 An annual general meeting or a general meeting (or anything done at that meeting) is not invalid by reason only that a person was inadvertently not given a notice of the meeting.

18.6 At any meeting where a bylaw is to be amended or replaced, the Board shall give each Owner a written copy of the text of the proposed amendment at least 14 days before the meeting. The amendment or replacement shall be by Special Resolution.

19. Quorum

19.1 Except as otherwise provided in these Bylaws, no business shall be transacted at any general meeting unless a quorum of persons entitled to vote is present (or represented by proxy) at the meeting.

19.2 A quorum for a general meeting is the number of persons whose total vote represents at least 2500 unit factors.

19.3 If a quorum is not present within 30 minutes from the appointed starting time, the general meeting shall stand adjourned. The Board must call a new meeting within 30 days. At the new meeting, the Owners who are present constitute a quorum for the purpose of that meeting. The notice of the new meeting must advise the Owners that the reduced quorum requirement will be in effect.

20. Order of Business

20.1 The order of business at annual general meetings shall be as follows:

a) call to order by the chairman;
b) proof of notice of meeting and confirmation of quorum;
c) reading and disposal of any unapproved minutes;
d) reports of officers / committees;
e) election of members of the Board;
f) unfinished business;
g) new business;
h) adjournment.

21. Manner of Voting

21.1 Unless a polled vote is demanded, all resolutions shall be decided by show of hands. The chairman's declaration that a resolution has been carried by show of hands is conclusive proof of that fact, without proof of the number or proportion of votes recorded in favour of (or against) that resolution.

21.2 The chairman of the meeting shall not vote upon a show of hands.

21.3 On a show of hands, each Unit is entitled to one vote.

21.4 Except for matters requiring a Special Resolution, all matters shall be determined by a simple majority vote.

22. Polling the Vote

22.1 Any person entitled to vote on a resolution may demand that a poll (i.e. a secret ballot) be taken. A person demanding a poll may also withdraw that demand. Upon the demand being withdrawn, the vote shall be taken by a show of hands.

22.2 Polls shall be taken in such a manner as the chairman thinks fit. The result of the poll shall be deemed to be the resolution of the meeting.

22.3 On a poll, the votes of persons entitled to vote shall correspond with the unit factors for the Units owned by or mortgaged to them. The results of the poll shall be determined by the totals of unit factors voted for or against the resolution.

22.4 If a polled vote is tied, the chairman shall direct a recount. If the vote remains tied, the chairman shall cast a deciding vote, in addition to his original vote.

23. Proxies

23.1 Any person entitled to vote may do so personally or by proxy. On a show of hands, a person carrying another voter's proxy may indicate that he is showing hands for one or more Units.

23.2 A proxy instrument must be in writing and indicate the name and Unit number of the person making the appointment. A proxy must also be signed by the person making the appointment as well as the person being named in the proxy. Proxy instruments may be general or restricted to a particular meeting or issue. A person named as a proxy need not be an Owner.

23.3 If a corporation owns a Unit, it may appoint a person to vote on its behalf by a proxy instrument, signed by an authorized officer of that corporation.

24. Restrictions on Voting

24.1 Whenever a mortgagee of a Unit has given the Corporation notice of its mortgage, the Owner involved may exercise his right to vote only when the mortgagee is not present at the meeting, in person or by proxy.

24.2 An Owner whose Condominium Fees are more than 30 days in arrears is not eligible to vote at a general meeting unless the vote concerns a Special Resolution.

25. Vote by Co-Owners

25.1 If a Unit is owned by more than one person, each of those co-Owners may vote personally or by proxy.

25.2 In the case of a vote taken by a show of hands, co-Owners are entitled to one vote between them.

25.3 In a polled vote, each co-Owner is entitled to vote all of the unit factors allocated to the Unit which he or she co-owns. However, if more than one co-Owner of the same Unit wishes to vote, each co-Owner may vote for that portion of that Unit's unit factors as is proportionate to the co-Owner's interest in the Unit. For example, if each of 2 co-Owners of a Unit wish to vote, each of them may vote ½ the unit factors allocated to that Unit.

25.4 Any co-Owner may demand that a poll be taken.

26. Resolutions in Writing

26.1 A written resolution, signed by persons who hold enough votes to pass the resolution at a meeting, has the same effect as a resolution passed at a meeting.

PART 4 - DUTIES & RESTRICTIONS

27. Duties of Occupants

27.1 Occupants shall:

a) permit the Corporation and its agents, at all reasonable times on notice (except in case of emergency when no notice is required), to enter the Unit for the purpose of:

i) inspecting the Unit;

ii) maintaining, repairing, or replacing pipes, wires, cables, ducts, or other items which serve more than one Unit;

iii) maintaining or replacing Common Property; or

iv) ensuring that the Bylaws are being observed;

b) carry out all work that may be required pursuant to these Bylaws or ordered by any public authority in respect of the Unit;

c) pay all taxes, charges, assessments and utility bills that may be payable in respect of the Unit;

d) comply with any rules adopted by the Corporation under these Bylaws;

e) keep the interior of the dwelling in a good state of repair;

f) notify the Corporation forthwith of:

i) any change in ownership or occupation of the Unit,
ii) any intention to rent the Unit, or
iii) any encumbrances registered against the Unit;

g) tightly wrap, tie, deposit and otherwise deal with garbage as directed by the Board, and by the applicable Bylaws and regulations of the municipality;

h) comply with all reasonable requests of the Board;

i) buy and maintain a condominium owner’s insurance policy which includes at least $1,000,000 in third party liability coverage.

28. Restrictions

28.1 Except with the written consent of the Board, Occupants shall not:

a) use a Unit or the Common Property in a way that unreasonably interferes with their use and enjoyment by other Occupants;

b) use a Unit or the Common Property in a manner (or for a purpose) that is illegal or that is likely to cause a nuisance or a hazard to other Occupants;

c) make undue noise in the Unit or on the Common Property;

d) place signs, billboards, notices or advertising matter of any kind on any part of the Common Property;

e) do anything that will increase the risk of fire, or result in an increase of any insurance premiums payable by the Corporation;

f) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it was constructed;

g) hang or place on the Common Property anything that the Board considers aesthetically displeasing or offensive;

h) leave household articles outside the Unit when those articles are not in actual use;

i) paint, decorate or otherwise affect Common Property or any portions of the Unit which are required to be maintained by the Corporation;

j) store combustible materials (gasoline, propane, etc.) anywhere within the Project unless suitable safety precautions have been taken;

k) obstruct a sidewalk, walkway, passage, driveway or other such areas;

l) erect or plant any fence, screen, barrier, awning, shade, partition, tree, shrub or flower unless the improvement is entirely within a Unit;

m) hold an auction sale, garage sale or any other such sale involving the general public;

n) make structural, mechanical or electrical changes to a Unit unless the changes do not affect the areas which the Corporation is required to maintain, or any other Unit. All electrical work within the development must be performed by a journeyman electrician.

29. Parking

29.1 Parking stalls located within each Unit are part of that Unit. The Occupants of those Units are entitled to use those stalls as they see fit, as long as they do not unreasonably interfere with other Owners.

29.2 No person shall own a Parking Unit unless that person is also the Owner of a residential Unit within the Project. No Owner of a Parking Unit shall sell or transfer a Parking Unit except to an Owner of a residential Unit within the Project.

29.3 Owners shall not permit any person to use or occupy a Parking Unit (whether under a lease, license or otherwise) unless that person is an Occupant within the Project or unless that person is a visitor of an Occupant with written permission from the Board to do so.

29.4 The Developer is exempt from Bylaws 29.2 and 29.3.

29.5 The Board is entitled to make reasonable rules governing the use of all parking stalls (including visitor stalls, Parking Units and driveways) within the Project. Those rules have the force of a Bylaw. Any Owner who disagrees with the adoption or enforcement of any rule is entitled to have the issue reviewed by the Owners at a general meeting.

30. Animals

30.1 As a general rule, Occupants may keep pets in their Unit on the following conditions:

a) The animals must not be allowed to run at large (i.e. not on a leash) within the Common Property;

b) The Owner of the pet is responsible for picking up and disposing of any droppings left by the pet;

c) The Owner of the pet shall pay the costs of repairing any damage caused by the pet;

d) In general, the Owner of the pet shall ensure that the pet does not unreasonably interfere with the rights of other Occupants. The Board has the authority to make a final determination in this respect; and

e) A maximum of 2 dogs or 2 cats (or 1 cat and 1 dog) are permitted per residential Unit.

30.2 The Board may, by majority vote and in its sole discretion, deem any animal to be causing a disturbance to other Occupants or to be a hazard or harmful to any Common Property or to other Occupants. If the Board makes such a determination, then the Owner of the animal shall forthwith, on notice from the Board, permanently remove such animal.

30.3 The Board may, by majority vote, consider applications to relax this bylaw. The Board is entitled to impose any conditions that it considers necessary. The Board may reconsider its decisions from time to time, as circumstances dictate.

31. Snow Removal

31.1 The Corporation is responsible for removing ice and snow from all sidewalks and roadways within the Project. However, the Corporation may delay the snow removal for a reasonable time because of weather conditions, availability of contractors, or other reasons.

32. Private Amenity Areas

32.1 Each Occupant of a Unit shall have the exclusive use and possession of any private amenity areas (decks, patios, balconies, front yards, driveways) which are adjacent to and directly accessible from the Unit.

32.2 The Board is entitled to adopt reasonable rules concerning Occupants' use of their private amenity areas, including:

a) rules dealing with the general appearance of those areas;

b) rules dealing with activities which are likely to affect neighbouring Owners (barbecues, amplified music, Christmas lights, etc.);

c) rules concerning alterations to (and/or enclosure of) private amenity areas;

d) rules dealing with the maintenance of the private amenity areas.

32.3 Any Owner who disagrees with the adoption or enforcement of any rule is entitled to have the issue reviewed by the Owners at a general meeting.

33. Air Conditioning Equipment

33.1 The Board is entitled to adopt and enforce reasonable rules and/or policies concerning the installation of air conditioning equipment on balconies or other Common Property. Such rules might include:

a) rules dealing with the type of equipment allowed;

b) rules intended to minimize noise, smells, or other effects on other Occupants;

c) rules intended to ensure that the building envelope is not damaged or likely to be damaged as a result of the installation of the equipment;

d) rules intended to ensure that the Occupant covers all the costs associated with installation, maintenance and removal of the equipment.

34. Landscaping and Lawns

34.1 The Corporation has the obligation to maintain all landscaping within the Project, including the private amenity areas. Accordingly, Occupants may not plant trees, build fences, create flower beds or otherwise alter the Common Property without the written consent of the Board.

PART 5 - COMMON EXPENSES

35. Description of Common Expenses – Overall Project

35.1 Each year, the Board must prepare a budget showing the anticipated expenses relating to the overall Project, including:

a) the costs of placing and maintaining the insurance coverages (other than the coverages relating specifically to buildings);

b) costs relating to shared areas (roadways, common utilities, recreation areas, etc.);

c) any other costs which are incurred to benefit the entire Project (as opposed to costs which primarily relate to one Unit type).

35.2 The Board shall recover the common expenses for the overall Project by assessing them equally among the assessable residential Units in the entire Project. For example, if the Project has 100 assessable residential Units, each Unit would pay 1% of the expenses which relate to the overall Project.

36. Common Expenses (Townhouse / Apartment Units)

36.1 Each year, the Board must prepare separate budgets for:

a) the townhouse Units;

b) the apartment Units and Parking Units and Storage Units.

36.2 The Board may elect to prepare a stand-alone budget for each apartment building or one budget for all apartment buildings which is then divided proportionally among each apartment Unit.

36.3 Each of those budgets might include:

a) utilities;

b) property management fees;

c) maintenance costs (including landscape maintenance and snow removal);

d) insurance on buildings of that type;

e) professional fees;

f) any contributions to the Capital Replacement Reserve Fund required under the most recent reserve fund plan;

g) the costs of acquiring equipment which the Board thinks should be acquired in order to carry out its duties;

h) a reasonable allowance for contingencies;

i) all other charges which the Corporation incurs in good faith in relation to its obligations under the Act and these Bylaws;

36.2 The Board shall recover the common expenses for each Unit type by assessing the Owners of assessable Units of that type. Each Unit's share of the common expenses will be based on its unit factor as compared to the total unit factors for all assessable Units of that type. For clarity, the Townhouse Unit Budget is to be divided by the total unit factors assigned to Townhouse Units. The Apartment Unit Budget is to be divided by the total unit factors assigned to the Apartment Units, Parking Units and Storage Units.

36.3 Units owned by the condominium corporation and Units in phases which are not substantially completed are not assessable. For purposes of this Bylaw, a phase is substantially completed when:

a) the Condominium Plan for that phase has been registered; and

b) more than 50% of the Units in that phase are occupied.

36.4 If the estimated amounts prove inadequate for any reason (including nonpayment of an Owner's assessed contribution), the Board may levy such further assessments as are required, on the same basis as set out above.

37. Assessment of Contributions (Condominium Fees)

37.1 At least 30 days prior to the beginning of each fiscal year, the Board shall prepare the budgets, showing:

a) an estimate of the common expenses to be incurred during the year;
b) a reasonable allowance for contingencies;
c) an allowance for any surplus (or deficiency) from the past year.

37.2 The Board shall provide a copy of the annual budgets to Owners (and to mortgagees who have given the Corporation written notice of their mortgages and of their intention to exercise the Owner's voting rights) at least 30 days prior to the beginning of the fiscal year.

37.3 If the Board makes revisions to the budgets prior to its adoption, a copy of the revised budgets shall be provided to the Owners and mortgagees as soon as possible.

37.4 Unless the Board directs another method of payment, each Owner shall pay his assessment to the Corporation in equal monthly installments, due on the first day of each month during the fiscal year for which such assessment is made.

37.5 Interest on all assessed contributions in arrears accrues at the rate of 18% per annum, on a simple basis, calculated from the date due until payment is received by the Corporation. The Board may waive or reduce the requirement to pay interest, on a case-by-case basis, as it sees fit.

37.6 If the Board fails to prepare budgets and assess contributions as directed by these Bylaws, the monthly installments fixed for the preceding year shall continue until new installments are fixed.

38. Default

38.1 The Corporation may recover from any Owner, by an action for debt:

a) the unpaid amount of any assessment, together with interest and the actual costs incurred by the Corporation in recovering the unpaid assessment;

b) any costs incurred by the Corporation in performing the Owner's duties as outlined in the Act, the Declaration or these Bylaws;

c) any other amount which an Owner owes the Corporation.

38.2 The Corporation also has a charge against the estate of the defaulting Owner for any amounts that the Corporation has the right to recover under these Bylaws. The charge is deemed to be an interest in land, and the Corporation may register a caveat in that regard against the title to the defaulting Owner's Unit. The Corporation shall not be obliged to discharge the caveat until all arrears (including interest and enforcement costs) have been paid.

38.3 No action shall be commenced, and no caveat shall be registered until the payment in question is at least 30 days overdue.

39. Costs related to specific Units:

38.1 If the Corporation incurs an expense which is related to a specific Unit, the Corporation may levy a special assessment against that Unit for the entire amount of the expense. Examples include:

a) increased insurance premiums resulting from the nature of an Occupant's use of his Unit:
b) insurance deductibles relating to losses which affect only one Unit;
c) legal costs incurred to enforce these Bylaws;
d) the cost of repairing damage to a Unit or to the Common Property caused by an Owner, by an Occupant, or by their employees or agents;
e) common utilities consumed disproportionately by one Unit.

PART 6 - INSURANCE

40. Insurance Carried by Corporation

40.1 The Board shall place and maintain all the insurance coverages specified under the Act, including:

a) property insurance covering loss of (or damage to) the Units, Common Property, and the Standard Insurable Unit Description,

b) occupiers' liability insurance,

c) directors' and officers' liability insurance, and

d) insurance against liability arising from the Corporation's ownership, use, or operation of machinery and equipment.

40.2 From time to time, the Corporation may amend its Standard Insurable Unit Description (SIUD). Upon amendment, the Corporation shall file at the Land Titles Office a notice containing the most current SIUD. The Corporation's insurance policy shall apply to all elements of a Unit (kitchen fixtures, bathroom fixtures, installed carpets, etc.) included within the SIUD which is registered at the Land Titles Office. Owners are responsible for insuring all upgrades to their Unit, being any and all improvements and betterments to the Unit which are not included in the SIUD.

41. Deductibles

41.1 The insurance placed by the Board may include provisions commonly known as "deductibles". If a claim is made under that insurance, the deductible will generally be a Corporation expense. However, if the Board determines that the claim:

a) resulted from the act or omission of an Owner (or the Owner's family, servants, employees, agents, invitees, or tenants), that Owner shall be responsible for paying the insurance deductible.

b) primarily affects one or more Units, the Owner(s) of the affected Unit(s) shall pay the insurance deductible.

41.2 The Board may levy a special assessment to the Unit (or Units) responsible for paying the deductibles, as set out above.

42. Insurance Carried by Occupants

42.1 Occupants shall place and maintain:

a) insurance against damage to their own personal property, and

b) insurance against potential liability to 3rd parties (including other Owners and their tenants).

PART 7 - MISCELLANEOUS

43. Land Lease Issues

43.1 This project is located on land which has been leased from the University District Trust by its trustee University of Calgary Properties Ltd. for a term of 99 years. The lease is entirely prepaid. In other words, all rent due to the landlord under the original lease has already been paid.

43.2 Once the Condominium Plan is registered, the Owners will own the lease together, in the same way as Owners in a conventional condominium own the project land together. Accordingly, the Board of Directors of the Condominium Corporation:

a) has the exclusive right and obligation to deal with the University District Trust (or its successor) with respect to all matters arising from the lease;

b) may adopt any rules and take whatever steps it considers necessary to ensure that Owners and Occupants comply with various terms of the lease;

c) may from time to time negotiate with the landlord concerning any amendments to the lease, including one or more extensions of the term;

d) may levy such assessments as it deems necessary to cover the costs associated with amendments of, extensions to or compliance with the lease;

e) has the exclusive right and obligation to deal with other parties (neighbours, municipalities, utility providers, etc.) to the same extent as would occur if the land was owned outright.

43.3 Occupants may not use their Units or the Common Property in any manner that amounts to a breach of the land lease.

43.4 The Board shall ensure that the information provided to prospective owners under section 44 of the Act (or any successor legislation) includes a copy of the land lease, or sufficient information to clearly disclose that the condominium is built on leased land.

43.5 In addition to the Capital Replacement Reserve Fund, the Board may establish a sinking fund, intended to

a) cover the cost of any extensions negotiated with the landlord, or

b) be refunded to the unit owners when the lease expires.

44. Developer's Use of Property

44.1 The Developer shall be entitled to use one or more Units owned by it for the purpose of a showhome or a sales center. The Developer shall advise the Board of the hours of operation of its sales center and the nature of its promotional operations. The Developer may erect signage in its discretion and may pursue all reasonable promotional operations.

44.2 The Developer shall have access to the Common Property at all reasonable hours for purposes of display to prospective purchasers. The Developer shall be entitled to refer to this Project in its promotional operations.

45. Phasing

45.1 The Project is intended to be built in phases in accordance with the Regulations passed under the Act.

45.2 The Developer is entitled to construct dwellings in accordance with the phased disclosure statement. Within a reasonable time after constructing new buildings, the Developer shall install landscaping and sidewalks of the same nature and quality as that which exists in the developed portion of the Project.

45.3 While any phase of the Project is undeveloped or under construction, the Developer is responsible for all maintenance and operating costs (insurance, utilities, etc.) for that phase. Accordingly, the Developer is not required to pay any condominium fees for Units in phases which are undeveloped or under construction.

45.4 Within a reasonable time after each phase has been substantially completed, the Condominium Corporation will take over the operation of that phase. The Corporation will then be entitled to begin collecting condominium fees from the Owners of all Units in that phase, whether the Units are sold or not.

46. Non-Profit Corporation

45.1 The Condominium Corporation shall operate as a non-profit Corporation.

Dean's Landing Condominium

Condominium Corporation No. 2412052

Elevator Move-in/out Policy

Effective date: March 1, 2026

---

1. Purpose

This Elevator Move-In/Out Policy establishes procedures for all residential moves into or out of Dean's Landing Condominium. The policy is intended to:

- Protect the Corporation's common property and building systems;
- Maintain building security and safety;
- Minimize disruption to residents; and
- Ensure moves are coordinated in a fair, orderly, and professional manner.

This policy is adopted pursuant to the Condominium Property Act (Alberta) and the Corporation's Bylaws, including the Board's authority to regulate the use of common property.

2. Booking Requirements and Move Coordination Fee

2.1 Mandatory Booking

All Owners, tenants, or Occupants planning to move into or out of a Unit that requires the use of the elevator, must book their move through the Condominium Manager a minimum of five (5) business days in advance of the move. Move bookings are confirmed on a first-come, first-served basis.

Failure to comply with this policy constitutes a breach of the Corporation's Bylaws and may result in fines up to $500 for the first offence and up to $1,000 for subsequent or continuing offences, as permitted under Bylaw 17 and Section 10 of this policy.

2.2 Non-Refundable Move Coordination Fee

A non-refundable Move Coordination Fee of $300.00 + GST is payable at the time of booking. This fee is to cover the professional move coordination services, including but not limited to:

- Exclusive reservation and lock-off of the building's elevator;
- Installation and removal of protective elevator padding;
- Pre-move and post-move inspections of elevators, corridors, entrances, and loading areas;
- On-site support during the move;
- Administrative coordination, scheduling, and documentation;
- Oversight to support building security and prevent damage to common property;
- Restore elevator service at conclusion of move.

2.3 Additional Charges

The Move Coordination Fee is not a damage deposit. Any damage to common property caused during a move will be repaired by the Corporation and charged back to the Owner of the Unit in accordance with the Bylaws.

2.4 Move Duration

Each move booking includes up to four (4) hours of elevator time. Requests for additional time must be made in advance and are subject to availability and additional fees, as determined by the Condominium Manager and or the Condominium Board.

3. Elevator Availability and Resident Accommodations

3.1 Each apartment style building in Dean's Landing is served by a single elevator. During a scheduled move, the elevator is intended to be reserved for exclusive use of the unit owner who booked the elevator to ensure safety, efficiency, and protection of common property.

However, the Corporation recognizes that some residents may require elevator access due to mobility limitations, medical needs, or other accessibility considerations.

3.2 Where such needs are identified, all residents and contractors will make reasonable and respectful efforts to accommodate residents, which may include:

- Temporarily releasing the elevator during a scheduled move; or
- Implementing alternative access arrangements.

Accommodation efforts will be balanced with the Corporation's obligation to manage building operations, protect common property, and treat all residents equitably.

4. Permitted Move Hours

4.1 Moves are permitted Monday to Saturday, between 9:00 a.m. and 5:00 p.m.

4.2 Moves are not permitted on Sundays or statutory holidays.

4.3 All moves must be completed within the approved booking time. Late or extended moves may be subject to additional fees or enforcement action.

5. Responsibilities of Owners and Occupants

5.1 The Owner of the Unit is responsible for ensuring that all tenants, movers, contractors, or agents comply with this Policy and the Corporation's Bylaws.

5.2 During a move, the following requirements apply:

- Elevator protection pads must be installed before moving begins;
- Hallways, entrances, and access routes must remain clean, safe, and unobstructed;
- Building doors must not be propped open or left unattended;
- Moving vehicles may only park in designated loading or parking areas and must not block fire lanes or access routes.

5.3 Movers must remove all packaging materials, debris, and waste from the property immediately upon completion of the move.

5.4 Any damage to common property caused during a move will be repaired by the Corporation and the full cost charged back to the Owner's account.

6. Cancellations and No-Shows

6.1 A minimum of twenty-four (24) hours' notice is required to cancel or reschedule a move.

6.2 Failure to provide proper notice, or failure to appear for a scheduled move, will result in forfeiture of the Move Coordination Fee.

7. Security and Access

7.1 Owners are responsible for the conduct of all movers and contractors while on the property.

7.2 FOBs, keys, or access devices must not be shared with non-residents.

7.3 Tailgating, unauthorized access, or bypassing building security systems is prohibited.

7.4 A designated representative will be hired by the Condominium Manager to attend moves to monitor compliance with this policy.

8. Furniture and Large Deliveries

8.1 Large furniture or appliance deliveries requiring elevator protection or lock-off must be booked in advance through the Condominium Manager.

8.2 The Board may establish a separate coordination fee for large deliveries.

8.3 Small parcel deliveries that do not obstruct or damage common property are exempt from this policy.

9. Fee Adjustments

9.1 The Move Coordination Fee is based on current operating costs, including labour, inspections, administrative oversight, security considerations, and vendor or trade charge-out rates.

9.2 The Board of Directors may adjust the Move Coordination Fee from time to time to reflect changes in operating costs or service requirements.

9.3 Any adjustment to the Move Coordination Fee will be communicated to Owners and Occupants no less than thirty (30) days in advance and will apply only to moves booked after the effective date of the change.

10. Enforcement

Failure to comply with this policy constitutes a breach of the Corporation's Bylaws and may result in:

- Fines up to $500 for the first offence and up to $1,000 for subsequent or continuing offences, as permitted under Bylaw 17;
- Recovery of all repair or cleaning costs under Bylaw 42.1(d);
- Suspension of moving privileges until outstanding fees or fines are paid.

11. Approval and Review

Approved by: The Board of Directors, Condominium Corporation No. 2412052

Date Approved: February 9, 2026

Effective Date: March 1, 2026

This policy will be reviewed periodically and amended as required by the Board of Directors.

Deans Landing Condominium
Short Term Rental (STR) Policy
CCN 2412052

Effective Date: April 1, 2026

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1. Purpose

This Policy regulates Short Term Rental ("STR") activity within Dean's Landing Condominium CCN. 2412052 to protect safety, security, and quiet enjoyment, while permitting responsible and licensed STR use.

It is enacted under the authority of Bylaw s.14.1 d**),** which authorizes the Board to adopt rules and policy statements having the same force and effect as the Bylaws.

This Policy is intended to support responsible, licensed STR activity that complies with City and condominium regulations and maintains the quality of life for all residents.

2. Definitions

Short-Term Rental (STR): Rental of a Unit, or part thereof, up to 180 days as defined by the City of Calgary. For greater clarity, any rental activity requiring a City of Calgary Short-Term Rental business licence is subject to this Policy, regardless of duration.

Unit Owner: The registered legal titleholder of a Unit.

Guest/Occupier: Any transient occupant of an STR Unit.

Pet: Includes any domestic animal, bird, or reptile normally kept as a household pet

City Licence: A business licence issued by the City of Calgary authorizing STR use.

Severe Violation: A "severe violation" means any act or omission by an Owner or Guest/Occupier that endangers safety, security, or property; causes material harm or disruption to the community; involves operation of a STR without a valid City of Calgary business license or required insurance; or represented repeated or willful non-compliance with this Policy, the Corporation's Bylaws, or applicable City regulations.

3. Authorization & Registration

STRs may be operated only if fully compliant with:

- City of Calgary STR bylaws and licensing requirements.
- The Corporation's Bylaws and rules; and
- This Policy.

Advance Registration – At least 30 days before starting STR activity, an Owner must submit to the Condominium Manager ("Manager"):

1. Copy of valid City of Calgary STR business licence;
2. Completed STR Application Form and required documentation;
3. STR check-in/out and key management plan;
4. Emergency plan with 24/7 local contact (within 1-hour travel time);
5. Proof of $2 million liability insurance naming the Corporation as Additional Insured; and
6. List of platforms on which the Unit will be listed.

Non-Arbitrary and Timely Decision-Making – The Board will not unreasonably refuse or delay permission for an STR if the Owner has met all requirements under this Policy, the Bylaws, and City rules.

Where all required documentation is complete and verified, the Board or its delegate shall make reasonable efforts to issue a decision within approximately14 days**.** If an application is declined, the Owner will receive written notice specifying the reason and any steps required for approval.

Delegation of Authority – The Board delegates to the Manager the authority to review and approve STR applications that meet all requirements in this Policy and the Bylaws. Decisions made by the Manager under this delegation are deemed decisions of the Board. The Manager shall maintain a current register of approved STR Units and verify annually that each has a valid City licence and insurance.

Continuity of Existing Approvals – Any STR approved prior to a change in Board composition remains approved until its next renewal date, provided the Owner remains in full compliance with this Policy, the Bylaws, and City regulations.

Annual Renewal – Owners must renew registration annually with updated licence, insurance, and emergency contact information.

4. STR Administration & Compliance Fee

To address the additional administrative, monitoring, and enforcement costs associated with Short-Term Rental activity, the Corporation shall charge an annual Short-Term Rental Administration and Compliance Fee for each Unit approved to operate as an STR.

The fee is intended to recover costs related to, including but not limited to:

- review and renewal of STR registrations;
- verification of City of Calgary licences and insurance;
- maintenance of STR records and registries;
- intake, investigation, and follow-up of complaints or incidents;
- coordination with security providers, contractors, or legal counsel; and
- additional management and administrative time attributable to STR activity.

The annual STR Administration and Compliance Fee shall:

- be set from time to time by resolution of the Board;
- be payable annually in advance as a condition of STR approval or renewal; and
- be non-refundable, regardless of the number of nights rented or whether STR activity occurs throughout the year.

Effective March 1, 2026, the annual fee will be $500.00 per Unit for the first year, and $100.00 per Unit thereafter, subject to periodic review based on actual or reasonably anticipated administrative costs.

Failure to pay the fee when due shall result in suspension or non-renewal of STR approval and the amount owing will be collected as a contribution related to a specific Unit.

5. Incident-Based Chargebacks (STR-Specific Costs)

The Corporation and its Manager may charge back to an STR Unit all reasonable costs incurred by the Corporation as a result of incidents, complaints, or enforcement actions directly attributable to STR activity in that Unit.

Chargeable costs may include, without limitation:

- additional management or administrative time spent investigating, documenting, or responding to complaints;
- after-hours or emergency management response;
- security attendance or call-out fees;
- contractor costs, repairs, or additional cleaning of Common Property;
- legal fees or professional costs incurred to address STR-related non-compliance; and
- insurance deductibles or premium increases attributable to STR activity in the Unit.
- be levied in accordance with the Bylaws at the rates approved by the Board from time to time, or at its Manager’s current hourly or emergency hourly rates.

Incident-based chargebacks are separate from and in addition to any fines or sanctions that may be imposed under the Bylaws or this Policy.

6. Use of Units & Business Activity

Operation of a licensed STR in compliance with this Policy, the Bylaws, and City of Calgary regulations is deemed a residential use, provided such use does not unreasonably interfere with the use and enjoyment of other Occupants, cause a nuisance, or breach the Bylaws.

Any STR operation conducted without required licensing or in breach of this Policy may be treated as an unauthorized use and enforced accordingly.

7. Guest Conduct & Occupancy

- Owners must ensure Guests comply with the Bylaws and House Rules.
- Guests must receive a copy of the Bylaws and House Rules.
- **Quiet Hours:** 10:00 p.m.–7:00 a.m.
- **No pets:** No Pets are permitted in any Short-Term Rental unit or on Common Property areas by guests. Owners are responsible for ensuring that guests do not bring pets onto the property. Exceptions will only be considered where required by law (e.g., certified service animals with documentation).
- **Maximum Occupancy:** 2 persons per bedroom or maximum 6 per Unit, whichever is less.
- **Minimum Age:** Primary booking Guest must be at least 21 years old. Note: The minimum booking age is set to align with industry standards and risk-management best practices for STR operations.
- Owners must maintain Guest records (names, contacts, duration) and provide them upon lawful request.

8. Safety & Security

- Guests must be informed of emergency contacts, fire procedures, and evacuation routes.
- Emergency procedures must be posted in Unit. Common areas must remain unobstructed.
- STR access must be managed in person or via an internal lockbox. External lockboxes are prohibited.

  The approved lockbox location for Building 1 is on the Unit Door Handle as shown in the following photograph:



- Noise monitoring devices may be required only where repeated substantiated complaints occur and shall not record conversations.

9. Insurance & Indemnification

- Owners must carry minimum $2 million liability insurance covering STR activity and name the Corporation as Additional Insured where available.
- Proof must be provided annually and upon request.
- Owners are responsible for all damage or costs arising from STR activity pursuant to the Bylaws. Costs may be charged back as a contribution related to a specific Unit.
- Owners shall indemnify and hold harmless the Corporation, its Board, and Manager from claims, damages, or losses arising from STR activity.
- All approvals, refusals, or enforcement actions under this Policy are acts of the Corporation through its Board or authorized Manager. The Corporation shall indemnify and hold harmless its directors, officers, and the Manager for any actions taken in good faith while administering this Policy.

10. Compliance with Laws

- STRs must comply with all applicable City bylaws.
- All STR advertisements must display the valid City licence number.
- Owners must remit all applicable municipal and provincial taxes.

11. Parking

STR Guests may use only the parking stall allocated to the Unit. Visitor parking is prohibited.

12. Enforcement & Penalties

All enforcement under this Policy shall be conducted in accordance with the Condominium Property Act (Alberta) and the Bylaws. If a breach is not remedied within the notice period, the Board may impose sanctions as permitted by the Bylaws, including:

- **Fines:** The Board may levy fines up to $500 for the first offence and $1,000 for subsequent offences. Each day a violation continues is a separate infraction and levied in accordance with the Bylaws
- **Deactivation of FOBs:** FOB deactivation shall be used only where necessary to address safety or security concerns and shall be subject to written notice and reinstatement upon compliance.
- **Cost Recovery:** All costs arising from STR misuse (security calls, repairs, extra cleaning, administration, legal fees, etc.) will be charged back as a contribution related to a specific Unit in accordance with Bylaws. Unpaid amounts accrue interest and may be collected like condominium contributions.
- **Suspension of STR Rights:** Repeat or severe violations may result in suspension of the right to operate an STR.

- **Lien and Legal Action:** Unpaid fines or charges may result in a charge or caveat registered against the Unit and legal recovery proceedings.
- **Appeal Rights:** Owners may appeal Board actions to a special general meeting as per the Bylaws.

13. Right of Inspection

The Corporation or its Manager may enter a Unit on 48 hours' written notice to the Owner and any occupants, or immediately in emergencies without notice, solely for the purpose of enforcing the Bylaws or this Policy, pursuant to section 36 of the Condominium Property Act and the Bylaws.

14. Amendments

This Policy may be amended by Board resolution consistent with the Act and the Bylaws.

15. Legal Status

This Policy is intended to regulate — not prohibit — STR use and shall be interpreted consistently with the *Condominium Property Act* (Alberta), the Corporation's registered Bylaws, and all applicable municipal bylaws including the City of Calgary's Business Licence Bylaw.

Deans Landing Condominium
CCN 2412052

Short-Term Rental (STR) Owner Compliance Checklist

This checklist is provided to assist Owners in tracking the information that must be provided at least 30 days before operating an STR, to the Manager and updated from time to time as required by the Corporation:

☐ Copy of valid City of Calgary STR business licence (with licence number)
☐ Completed STR Application Form and supporting documents
☐ Emergency plan with 24/7 local contact (within 1-hour travel time)
☐ Copy of fire safety plan and unit floor plan (posted inside unit)
☐ Proof of $2 million commercial general liability insurance listing "Condominium Corporation No. 2412052" as Additional Insured, with coverage specifically including short-term rental operations, and containing a provision requiring 30 days' written notice to the Corporation prior to cancellation or material change in coverage
☐ STR check-in/out and key management plan
☐ List of platforms where the unit will be advertised
☐ Acknowledgement that House Rules and Bylaws will be provided to all Guests, and that such documents will be prominently posted within the Unit, with confirmation that Guests will be advised of their binding nature and the Owner's responsibility for Guest violations
☐ Confirmation that Guests are advised in the rental listing, booking confirmation, and check-in materials that no pets are permitted during stays, except for service animals as required by the Alberta Human Rights Act, and acknowledgment that the Owner is responsible for any damages or bylaw violations related to unauthorized pets.
☐ Agreement to maintain Guest records (names, contact info, duration of stay)
☐ Confirmation of annual renewal with updated documents

SECTION 4: OTHER DOCUMENTS

RESIDENTIAL LEASE AGREEMENT

(PROJECT SITE BLOCK 1, LOT 1)

AMONG

UNIVERSITY DISTRICT TRUST,
by its trustee UNIVERSITY OF CALGARY PROPERTIES GROUP LTD.

AND

ROHIT AT UNIVERSITY DISTRICT LTD.
in its capacity as Lessee

AND

ROHIT AT UNIVERSITY DISTRICT LTD.
in its capacity as Condo Corp Lessee

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RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT is dated for reference the 22nd day of September, 2023.

AMONG:

UNIVERSITY DISTRICT TRUST, by its trustee UNIVERSITY OF CALGARY PROPERTIES GROUP LTD.
(the "**Lessor**")

AND:

ROHIT AT UNIVERSITY DISTRICT LTD.
(the "**Lessee**")

AND:

ROHIT AT UNIVERSITY DISTRICT LTD.
(the "**Condo Corp Lessee**")

WHEREAS The Governors of the University of Calgary (the "**Head Lessor**") is the registered owner of the Project Site (hereinafter defined) together with all improvements presently situated thereon;

AND WHEREAS the Head Lessor leased to the Lessor the Project Site pursuant to the Separate Head Lease (hereinafter defined);

AND WHEREAS the Lessor has agreed to sublease the Project Site to the Lessee pursuant to the provisions of the Acquisition Agreement (hereinafter defined) in order that the Lessee may plan, design, develop, erect and construct the Project (hereinafter defined) in accordance with the Acquisition Agreement;

AND WHEREAS the Lessor has agreed that the Lessee may use, occupy and enjoy the Project Site and the Project erected thereon for the Term (hereinafter defined), and grant interests in the Project Site to third parties, all upon the terms and conditions and subject to the provisos herein contained;

AND WHEREAS the Lessee shall register a Condominium Plan (hereinafter defined) with respect to the Project Site and/or the Improvements (hereinafter defined), following which the Condominium Owners (hereinafter defined) will be responsible for the obligations of the Lessee hereunder to the extent only that such obligations relate to their Condominium Unit (hereinafter defined) and the Condominium Corporation (hereinafter defined) will be responsible for the obligations of the Condo Corp Lessee hereunder;

NOW THIS AGREEMENT WITNESSES that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed

and performed, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Parties (hereinafter defined)), the Parties agree as follows:

ARTICLE 1
DEFINITIONS

1.01 Definitions

The terms defined in this Section 1.01, for all purposes of this Lease unless otherwise specifically provided herein, have the meanings set out below:

"**Acquisition Agreement**" means the acquisition agreement dated June 13, 2022 between the Lessor and the Lessee, as amended by a waiver and amending agreement dated June 30, 2022, as may be further amended, extended or assigned from time to time;

"**Additional Rent**" means any amounts payable by the Lessee or the Condo Corp Lessee under or pursuant to this Lease, other than the Base Rent and Prepaid Residential Rent Amount;

"**Affiliate**" means, with respect to a Person, any other Person which, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Person;

"**Applicable Laws**" means any and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws; (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Government Authority and (iii) policies, guidelines, standards, notices and protocols of any Government Authority published by such Government Authority;

"**Approved Development Plan**" means the Approved Development Plan under the Head Lease (North Lands), which is attached as Schedule "E" hereto, as may be amended and substituted from time to time;

"**Approved Project Drawings**" means the Approved Project Drawings (as defined in the Acquisition Agreement), as amended from time to time pursuant to Section 9.05 of this Lease;

"**Arbitration Notice**" has the meaning ascribed thereto in Section 20.01;

"**Architect**" means such architects as the Lessor or Lessee may appoint from time to time, who shall be members in good standing with The Alberta Association of Architects;

"**Authorization**" means, with respect to any Person or with respect to any lands, any authorization, order, permit, approval, grant, consent, waiver, license, right, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree, bylaw, rule or regulation of any Government Authority having jurisdiction over such

Person or such lands, whether or not having the force of law, including, without limitation, land use redesignations, subdivision approvals, development permits, development completion permits, building permits and occupancy permits;

"**Base Rent**" means the amount of ten ($10.00) dollars to be prepaid by the Lessee to the Lessor for the Term or, during any Renewal Term, the Base Rent determined pursuant to Schedule "B";

"**Building**" means an apartment or townhome building which forms part of the Project to be developed on the Project Site;

"**Business Day**" means a day other than a Saturday or Sunday or a statutory or civic holiday in the City of Calgary in the Province of Alberta and "**Business Days**" shall have a corresponding meaning;

"**Campus**" means the University of Calgary campus situate in the City of Calgary, Alberta;

"**Change of Control**" means with respect to any Person: (i) any transfer, issue, sale, assignment, subscription for, transmission on death, security interest in, mortgage (including by way of sublease), charge, assignment by way of security or other lien, or other transfer by operation of law or otherwise (including any change in the constitution of a partnership or the conversion of a partnership to a limited partnership, limited liability partnership or any other Person that possesses limited liability characteristics), of any shares, voting rights, securities, units or other interests in such Person, or any other event or circumstance, which in each case results in a change of the Control of such Person; or (ii) any sale, lease, exchange or other transfer (in one transaction or in a series of related transactions) of all or substantially all of the Person's property and assets;

"**City**" means the municipal corporation of The City of Calgary;

"**Commencement Date**" means September 22, 2023;

"**Common Property**" has the meaning ascribed thereto in the *Condominium Property Act*;

"**Condominium Corporation Agreement**" means the form of condominium corporation agreement which is attached as Appendix "I" to Schedule "B" hereto;

"**Condominium Corporation**" means the corporation created by the provisions of the *Condominium Property Act* upon the registration of a Condominium Plan in the LTO;

"**Condominium Owner**" means the registered owner of a Condominium Unit;

"**Condominium Period**" means that period commencing on a Condominium Registration Date and ending on the earlier of the expiry of the Term and the Condominium Termination Date;

"**Condominium Plan**" means a subleasehold condominium plan deposited in the LTO pursuant to the *Condominium Property Act* in which the lands and Improvements included in the condominium plan are subject to this Lease;

"***Condominium Property Act***" means the *Condominium Property Act* (Alberta), or any successor legislation;

"**Condominium Registration Date**" means the date of registration of a Condominium Plan in the LTO;

"**Condominium Termination Date**" means the date upon which the condominium status of the subleasehold interest in the Project Site or the Improvements granted by this Lease is terminated pursuant to the provisions of the *Condominium Property Act*;

"**Condominium Unit**" means a subleasehold condominium unit shown as such on a Condominium Plan;

"**Condominium Unit Assignment Agreement**" has the meaning ascribed thereto in Section 15.02(b);

"**Contamination**" and "**Contaminated**" means the presence of a Hazardous Substance in soil, subsoil, sediment, groundwater or surface water in amounts or concentrations which exceed that allowable under Environmental Laws after taking into account any risk assessment or risk management methods in place and allowable under Environmental Laws;

"**Control**" has the meaning set forth in Section 1.02;

"**Dispute**" has the meaning ascribed thereto in Section 20.01;

"**Environmental Laws**" means: (i) all Applicable Laws and agreements with Government Authorities relating to public health, occupational health and safety, Contaminated sites, the regulation of Hazardous Substances (including the imposition of liability or standards of conduct) and all matters related thereto, or to the protection of the environment, and (ii) all Authorizations issued pursuant to such Applicable Laws and agreements which may be relevant to the use or occupancy of the Project Site or the Improvements or any part thereof or the conduct of any business or activity therein, thereon, thereunder or thereabout or any part thereof and having the force of law;

"**Environmental Site Assessment**" means either a Phase I environmental site assessment conducted to identify potential liabilities associated with Contamination of soil, sediment, groundwater or surface water or a Phase II environmental site assessment using intrusive testing and sampling to confirm such potential liabilities, in each case using protocols generally accepted in the environmental consulting industry including *Z768-01 (R2012) – Phase I Environmental Site Assessment (Canadian Standards Association)* and *Z769-00 (R2013) – Phase II Environmental Site Assessment (Canadian Standards Association)*, as amended or substituted from time to time;

"**Event of Default**" has the meaning ascribed thereto in Section 18.01(a);

"**Event of Insolvency**" means that a Person has: (i) become insolvent; (ii) made an assignment in bankruptcy or any other general assignment for the benefit of its creditors; (iii) had a petition of bankruptcy filed with respect to it or has filed a petition or otherwise sought to take advantage of any other law of Canada or any Province thereof for the relief of bankrupt or insolvent Persons (including, without limitation, the *Companies' Creditors Arrangement Act* (Canada) and the *Winding-up and Restructuring Act* (Canada)) or has filed any proposal under the *Bankruptcy and Insolvency Act* (Canada), or any similar insolvency law, or has made any assignment for the benefit of creditors or any arrangement or compromise; (iv) a trustee in bankruptcy, receiver, receiver-manager, interim receiver, custodian, sequestrator, liquidator or other Persons with similar powers appointed with respect to it or with respect to all or any substantial part of its assets and such appointment is not set aside within sixty (60) days; (v) been adjudicated a bankrupt upon a petition in bankruptcy being filed; or (vi) taken (or any other Person has taken) any step or any action or has instituted any proceeding for the reorganization, arrangement, composition, readjustment, dissolution, winding-up or liquidation of the Person or its assets under any applicable bankruptcy, insolvency, arrangement, moratorium or other similar law affecting creditors' rights or consents to, or acquiesces in such step, action or proceeding;

"**Exclusive Use Area**" has the meaning ascribed thereto in Section 24.01(b)(i);

"**Government Authority**" means: (i) any governmental or public department, central bank, court, minister, governor-in-council, cabinet, commission, tribunal, board, bureau, agency, commissioner or instrumentality, whether international, multinational, national, federal, provincial, state, county, municipal, local, or other; (ii) any subdivision or authority of any of the above; and (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; for greater clarity, the Lessor, the Lessor Trustee and the Head Lessor shall not be considered Government Authorities for the purposes of this Lease;

"**Hazardous Discharge**" means any and all leaks, spills, releases, discharges, emissions or disposal of Hazardous Substances or any migration of Hazardous Substances;

"**Hazardous Substance**" means any contaminant, pollutant, dangerous or potentially dangerous substance, noxious substance, toxic substance, hazardous waste or material, flammable or explosive substance, radioactive material, or any other waste, substance or material whatsoever, which is or is deemed to be, alone or in any combination, hazardous, hazardous waste, special waste, toxic, radioactive, a pollutant, a deleterious substance, a substance capable of causing a significant adverse effect or a contaminant or a source of pollution or contamination under any Environmental Law, whether or not such substance is defined as hazardous under any Environmental Law;

"**Head Lease (North Lands)**" means the amended and restated lease agreement dated for reference March 23, 2016 between the Head Lessor, as lessor, and the Lessor, as lessee, in respect of the North Lands, as amended from time to time;

"**Head Lessor**" means The Governors of the University of Calgary;

"**Head Lessor's Non-Disturbance Agreement**" means the form of non-disturbance agreement which the Lessor is entitled to obtain from the Head Lessor under the Separate Head Lease with respect to this Lease, the form of which is attached as Schedule "C";

"**Improvements**" means the buildings, improvements, structures, fixtures, appurtenances and attachments to the Project Site presently existing or hereafter constructed, whether or not attached thereto and forming part thereof, including all systems within the Project Site of a mechanical nature and without limiting the generality of the foregoing, all heating, lighting, air conditioning, plumbing, electrical, ventilation, water, and drainage systems (sewer and storm systems) and all signage, window coverings, awnings, fixed carpeting, boilers and fittings (subject to the removal of tenant or Trade Fixtures affixed by the Lessee or Condo Corp Lessee as permitted by this Lease), as such Improvements may be expanded, added to, replaced or modified from time to time;

"**Initial Lessor Contamination**" means any Contamination of the Project Site existing as of the Commencement Date, to the extent only that such Contamination is set forth in a Contamination Notice (as defined in the Acquisition Agreement) issued by the Original Lessee and approved by the Lessor pursuant to the provisions of the Acquisition Agreement;

"**Insurance Trustee**" has the meaning ascribed thereto in Section 14 of Schedule "D";

"**Joint Lessees**" means, collectively, the Lessee and the Condo Corp Lessee;

"***Land Titles Act***" means the *Land Titles Act* (Alberta), or any successor legislation;

"**Lease**" means this residential lease agreement, together with the Schedules attached hereto;

"**Lease Year**" means each of the calendar years, or portion thereof, comprising the Term, the first Lease Year commencing on the Commencement Date and ending on December 31st of the same year; each Lease Year thereafter (except the last Lease Year) consisting of consecutive periods of twelve (12) months commencing on January 1st and ending December 31st of the same year; and the last Lease Year commencing on January 1st of the last calendar year of the Term and ending on the last day of the Term of this Lease;

"**Leasehold Mortgage**" means a mortgage or mortgages upon or in respect of and specifically charging the subleasehold interest of the Lessee in the Project Site and the Improvements or any part thereof (including any Condominium Unit) and includes any mortgage by way of a sublease, debenture or deed of trust and mortgage to secure any bonds or debentures issued thereunder, and any assignment of rents made to the Leasehold Mortgagee as security;

"**Leasehold Mortgagee**" means a mortgagee or mortgagees (including a trustee for bondholders or debentureholders or an agent for a group of lenders) under a Leasehold Mortgage;

"**Lessee Contamination**" has the meaning ascribed thereto in Section 14.05(a);

"**Lessee Remediation Plan**" has the meaning ascribed thereto in Section 14.05(e);

"**Lessee's Environmental Liabilities**" has the meaning ascribed thereto in Section 14.05(a);

"**Lessee's Indemnified Parties**" means the Lessee, the Condo Corp Lessee, the members of their boards of directors and their officers, servants, agents, employees, contractors, licensees, successors and assigns, subsidiaries, Affiliates, associated corporations and all others for whom they are responsible in law;

"**Lessor Contamination**" has the meaning ascribed thereto in Section 14.04(a);

"**Lessor's Indemnified Parties**" means the Lessor, the Lessor Trustee, the members of the Lessor Trustee's board of directors, the Head Lessor's board of governors and the Lessor Trustee's and the Head Lessor's officers, servants, agents, employees, contractors, licensees, successors and assigns, subsidiaries, Affiliates and associated corporations and all others for whose conduct the Lessor Trustee or Head Lessor is responsible in law;

"**Lessor Trustee**" means University of Calgary Properties Group Ltd.;

"**Lessor's Environmental Liabilities**" has the meaning ascribed thereto in Section 14.04(a);

"**LTO**" means the Alberta Land Titles Office;

"**Neighbourhood Association**" has the meaning ascribed thereto in Section 6.05(a);

"**North Lands**" means Lot 1 and those portions of Lot 2, Block U and the Housing Site (each as defined in Schedule "A"– Part 2), having an area of approximately 105.55 acres, as originally identified in the Head Lease (North Lands), as outlined in bold and indicated as the North Lands on Schedule "A"– Part 1 hereto, but excluding any of the North Lands which are surrendered to the Head Lessor and transferred to the City pursuant to the provisions of the Head Lease (North Lands);

"**Notice**" has the meaning ascribed thereto in Section 23.01;

"Occupant" means the Lessee, a Unit Sublessee, and anyone else that at any time during the Term of this Lease has the right, derived directly or indirectly from the Lessee, to occupy any part of the Project Site or the Improvements including, without limitation, a Condominium Owner, a Leasehold Mortgagee that exercises a right of occupation, a Unit Sublessee or licensee of the Lessee, a subtenant or licensee of a Condominium Owner and

anyone that acquires a right to occupy any part of the Project Site or the Improvements in the course of or as a result of a Leasehold Mortgagee realizing upon its security or a creditor of the Lessee, a Condominium Owner or any other such subtenant or licensee pursuing its rights against its debtor, but shall not include the Lessor;

"**Original Lessee**" means the original developer named as Lessee herein;

"**Parties**" means the Lessor, the Lessee and the Condo Corp Lessee and "**Party**" means any of the Lessor, the Lessee or the Condo Corp Lessee, as the context shall require;

"**Permitted Encumbrances**" means those liens, charges and encumbrances set forth in Schedule "G" hereto;

"**Person**" means an individual, partnership, corporation, trust, unincorporated organization, Government Authority, and the successors and assigns thereof or the heirs, executors, administrators or other legal representatives of an individual;

"**Post-Assignment Condominium Period**" means that portion of the Condominium Period commencing upon the date that the Lessee's subleasehold interest in all of the Condominium Units has been assigned to Third Party Purchasers;

"**Prepaid Residential Rent Amount**" means the Prepaid Residential Rent Amount (as defined in the Acquisition Agreement) paid by the Lessee to the Lessor on the Commencement Date;

"**Prime Rate**" means the annual percentage rate of interest established from time to time by Royal Bank of Canada, Main Branch, Calgary, Alberta, as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by Royal Bank of Canada as its prime rate;

"**Project**" means the development of the Project Site pursuant to the Approved Project Drawings;

"**Project Site**" means:

(i) during any portion of the Term other than during the Condominium Period, those lands legally described as:

PLAN 2210937
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.53 HECTARES (3.78 ACRES) MORE OR LESS

(ii) during the Condominium Period, those lands included in the Condominium Plan, to be comprised of the Common Property and the Condominium Units created upon registration of the Condominium Plan;

"**Purchase Agreement**" means an agreement of purchase and sale between the Lessee and a Third Party Purchaser in respect of the Lessee's leasehold interest in a Condominium Unit under this Lease and "**Purchase Agreements**" means any one or more of them;

"**Real Property Taxes**" means, with respect to the Project Site and any Improvements, all real property taxes, and all local improvement rates and assessments, now or at any time charged, levied or assessed against, or required to be paid to any Government Authority with respect to the Project Site or the Improvements;

"**Remedial Action**" means any act, measure, work or thing done, taken, carried out, acquired or constructed (including, without limitation, risk assessment or risk management methods) that is or may be reasonably necessary to investigate, assess, control, abate, dissipate, render harmless, mitigate or remove Contamination in accordance with the requirements of Environmental Laws and to achieve compliance with the applicable standards set forth in Environmental Laws for residential use or by a Government Authority having jurisdiction over the Contamination;

"**Renewal Term**" means any renewal of the Term pursuant to Section 3 of Schedule "B";

"**Rent**" means, collectively, the Base Rent, the Prepaid Residential Rent Amount and the Additional Rent;

"Sales Taxes" means all goods and services, business transfer, multi-stage sales, sales use, consumption, value-added or other similar taxes imposed by the Government of Canada or any provincial or local government upon the Lessor or the Lessee in respect of this Lease, or the payments made by the Lessee hereunder or the goods and services provided by the Lessor hereunder including, without limitation, the rental of the Project Site and the provision of services for the Lessee hereunder;

"**Separate Head Lease**" means the project site separate lease agreement dated September 22, 2023 between the Head Lessor, as lessor, and the Lessor, as lessee, in respect of the Project Site;

"**Substantial Completion**" means that all elements of the work to be completed with respect to the Project or the applicable part thereof have been substantially performed (as determined pursuant to the *Prompt Payment and Construction Lien Act* (Alberta), as the same may be amended from time to time or any successor legislation);

"**Substantial Damage**" means damage to any of the Improvements if the costs of repairing, replacing or reinstating such Improvements with material of like kind and quality without deduction for physical, accounting or any other depreciation is more than fifty (50)% of the fair market value of the Improvements;

"**Term**" means the period of time this Lease is in effect, which shall be ninety-nine (99) years, commencing on the Commencement Date and expiring on the ninety-ninth (99th) anniversary of the Commencement Date, unless this Lease is terminated earlier pursuant to its terms, subject to any Renewal Term pursuant to Schedule "B" of this Lease;

"**Third Party Purchaser**" means a Person at arm's length to the Lessee who purchases or agrees to purchase a Condominium Unit from the Lessee and assumes the obligations under this Lease with respect to such Condominium Unit pursuant to this Lease and pursuant to a Condominium Unit Assignment Agreement;

"**Trade Fixtures**" means all trade fixtures as determined at common law (including any chattels installed within the Project during the Term) which are installed by or on behalf of the Lessee or the Condo Corp Lessee within or attached to the Project Site or the Project, which are of the nature of tenant's usual or typical trade fixtures and which are normally and customarily removable by tenants;

"**Tripartite Agreement**" means a tripartite agreement entered into pursuant to either Section 16.01 or 16.02;

"**Unavoidable Delay**" has the meaning ascribed thereto in Section 10.01(a);

"**Unit**" means a unit within the Improvements designated for residential purposes or storage or parking related to such residential purpose, and which is either subleased, licensed or intended to be subleased or licensed to a Unit Sublessee;

"**Unit Sublease**" means a sublease or license between the Lessee, as sublessor or licensor, and a Unit Sublessee, as sublessee or licensee, in respect of the Lessee's leasehold interest in a Unit under this Lease;

"**Unit Sublessee**" means a Person having a right to possess or occupy a Unit pursuant to a Unit Sublease with respect to the Project Site or a portion thereof;

"**University**" means the University of Calgary;

"**University District Community Marketing Guidelines**" means those guidelines attached as Part 2 to Schedule "I", as amended and supplemented by the Lessor from time to time;

"**University District Design Guidelines**" mean the design guidelines issued by the Lessor, a copy of which is attached as Part 1 to Schedule "I", as amended and supplemented by the Lessor from time to time; provided, however, that any modification, amendment or supplementation of such attached design guidelines shall not apply to the initial construction of the Project except with the approval of the Original Lessee; and

"**University District Lands**" means the lands as legally described in Schedule "A"– Part 2.

1.02 Control

For purposes of this Lease, a Person will be considered to be "**Controlled**" by another Person if:

(a) in the case where such first-mentioned Person is a corporation, incorporated or unincorporated association, incorporated or unincorporated syndicate, incorporated or other unincorporated organization, trust or other legal entity which has issued voting securities, voting securities of such first-mentioned Person carrying more than fifty percent (50%) of the votes for the election of directors (or individuals performing a similar function or occupying a similar position, including the trustees of a trust) are held (other than by way of security only) by or for the benefit of the second-mentioned Person, a Person directly or indirectly Controlled by such second-mentioned Person or the voting of such voting securities is controlled contractually by such second-mentioned Person;

(b) in the case where such first-mentioned Person is a trust which has not issued voting securities, such second-mentioned Person is the trustee of such trust or Controls each trustee of such trust and directly or indirectly owns more than fifty percent (50%) of the beneficial interests in such trust;

(c) in the case where such first-mentioned Person is a partnership (other than a limited partnership) that does not have directors (or Persons performing a similar function or occupying a similar position), such second-mentioned Person directly or indirectly holds more than fifty percent (50%) of the interests in such partnership;

(d) in the case where such first-mentioned Person is a limited partnership, the second-mentioned Person is the general partner or Controls each general partner of such limited partnership; or

(e) such first-mentioned Person is Controlled (within the meaning of paragraph (a) to (d) of this definition) by one or more Persons each of which is, directly or indirectly, Controlled (within the meaning of paragraph (a) to (d) of this definition) by such second-mentioned Person,

and the terms "**Controls**" and "**under common Control with**" will have corresponding meanings, and "**indirectly**" will include the indirect ownership through another Person.

1.03 Construction

All the provisions of this Lease shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants or conditions were used in each separate provision hereof.

1.04 Interpretation

The words "herein", "hereby", "hereunder" and words of similar import refer to this Lease as a whole and not to any particular article, section or subsection hereof. The words "include", "includes" and "including" means "includes without limitation" or "including without limitation", as the case may be, or as the context may require.

1.05 Table of Contents

The table of contents preceding this Lease but under the same cover is for the purposes of convenience and reference only and is not to be deemed or construed in any way as part of this Lease nor supplemental thereto or amendatory thereof.

1.06 Headings

The captions and headings throughout this Lease are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Lease nor in any way affect this Lease.

1.07 Schedules

All Schedules attached to this Lease are incorporated into this Lease by this reference and made a part of this Lease as if fully set forth herein. The following constitute the Schedules to this Lease:

Schedule "A" Legal Description of University District Lands
Schedule "B" Condominium Conversion, Renewal and Purchase Obligations
Schedule "C" Head Lessor's Non-Disturbance Agreement
Schedule "D" Insurance
Schedule "E" Approved Development Plan
Schedule "F" Form of Tripartite Agreements
Schedule "G" Permitted Encumbrances
Schedule "H" Condominium Unit Assignment Agreement
Schedule "I" University District Guidelines
Part 1 – University District Design Guidelines
Part 2 – University District Community Marketing Guidelines

1.08 Applicable Law

This Lease shall be construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable thereto and shall be treated in all respects as an Alberta contract. References to time of day or date in this Agreement mean local time or date in Calgary, Alberta.

1.09 Invalidity of Provisions

The invalidity or unenforceability of any provision of this Lease or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained and any such invalid provision or covenant shall be deemed to be severable.

1.10 Covenants Independent

Each covenant contained in this Lease is considered for all purposes to be a separate and independent covenant, and a breach of a covenant by any Party will not discharge or relieve any other Party from its obligation to perform each of its covenants.

1.11 Entire Agreement

This Lease and any agreements herein contemplated to be entered into among, by or with the Parties relating to the Project Site constitute the entire agreement among the Parties pertaining to the lease of the Project Site and the Improvements and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect thereto and there are no warranties, representations or other agreements among the Parties in connection with this Lease except as specifically set forth herein.

1.12 Modifications and Waivers

No supplement, modification or waiver of this Lease shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

1.13 Paramountcy

In the event of a conflict or any inconsistency between the provisions of this Lease and the provisions of any agreements relating to the Project Site and the Improvements (including without limitation, any Tripartite Agreement) entered into (or to be entered into) among, by or with the Parties (in their respective capacities as Lessor, Lessee and Condo Corp Lessee, respectively), unless otherwise stated, the provisions of this Lease shall govern and the provisions of such other agreement shall be deemed to be amended hereby, to the extent necessary to eliminate the conflict or inconsistency.

1.14 Enurement

All of the terms and provisions of this Lease shall extend to, be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

1.15 Gender

Words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing firms and corporations shall include all Persons.

ARTICLE 2
GRANT OF LEASE

2.01 Grant

In consideration of the Rent reserved and the covenants and conditions herein contained on the part of the Lessee to be paid, performed, observed and complied with, the Lessor demises and leases to the Lessee and the Lessee leases from the Lessor the Project Site and the Improvements for the Term, subject to the reservation of Rent and to the covenants and conditions herein contained, to have and to hold the Project Site and the Improvements during the Term.

2.02 Ownership of Improvements During the Term

Title to and ownership of all the Improvements shall, at all times prior to the termination of this Lease, be vested in the Lessee, notwithstanding any rule or law which vests title to, and ownership of, the Improvements in the Head Lessor as owner of the fee simple estate in the Project Site.

2.03 Surrender upon Expiration of the Term

At the end of the Term the Lessee shall peaceably surrender and yield up to the Lessor the Project Site and the Improvements (and ownership and title to the Improvements shall thereupon pass to and be vested in the Lessor) together with the Lessee's possession thereof (subject only to the right of the Lessee to remove any Trade Fixtures of the Lessee) in the condition that the Lessee or the Condo Corp Lessee is obligated to repair and maintain the Project Site and the Improvements pursuant to this Lease. The Parties will execute such further assurances as may reasonably be required to give effect to the foregoing. Concurrently with such surrender, the Lessee and the Condo Corp Lessee shall provide copies of and shall transfer all of its right, title and interest in all plans and specifications (including "as built" plans and specifications), studies, reports, tests and other documents relating to the Project Site or the Improvements (including, without limitation, any environmental, geotechnical and building condition reports) held by the Lessee or the Condo Corp Lessee in a manner which allows the Lessor the free and unimpeded use thereof, but only to the extent that the Lessee or the Condo Corp Lessee are themselves entitled to such use. The Lessee and the Condo Corp Lessee shall provide reasonable written assurances and other documentation evidencing such transfer, including any necessary consents and acknowledgements of reliance from appropriate counterparties and consultants in favour of the Lessor. The Lessee shall not be entitled to any compensation from the Lessor for surrendering and yielding up the Project Site and Improvements as aforesaid, except as specifically provided in Section 4 to Schedule "B".

2.04 Assignment of Rights upon Termination

Upon surrender of the Project Site and the Improvements pursuant to the provisions of Section 2.03 and at the election of the Lessor, the Lessee and the Condo Corp Lessee shall each assign to the Lessor the benefit of all agreements and rights benefiting the Project Site and the Improvements or the interest of the Lessee or the Condo Corp Lessee therein.

ARTICLE 3
PAYMENT OF RENT

3.01 Prepaid Residential Rent Amount

The Lessor acknowledges the payment by the Lessee of the Prepaid Residential Rent Amount on the Commencement Date.

3.02 Base Rent Amount

The Lessor acknowledges the payment by the Lessee of the Base Rent on the Commencement Date.

3.03 Payments Generally

All payments by the Lessee to the Lessor of whatsoever nature required or contemplated by this Lease shall be:

(a) paid to the Lessor by the Lessee in lawful currency of Canada;

(b) made when due hereunder, without prior demand therefor and without any set-off, abatement or deduction whatsoever, at the office of the Lessor or such other place in the City of Calgary as the Lessor may designate from time to time to the Lessee;

(c) applied towards amounts then outstanding hereunder, in such manner as the Lessor may see fit; and

(d) deemed to be Rent for the purposes of enforcing the obligations of the Joint Lessees under this Lease, in partial consideration for which this Lease has been entered into, and shall be payable and recoverable as Rent, such that the Lessor shall have all rights and remedies against the Joint Lessees for default in making any such payment which may not be expressly designated as Rent as the Lessor has for default in payment of Rent.

3.04 Net Lease

Unless otherwise expressly stipulated herein to the contrary, all Rent required to be paid by the Joint Lessees hereunder shall be paid without any deduction, abatement or set-off whatsoever, it being the intention of the Lessor and the Joint Lessees that all expenses, costs, payments and out goings incurred in respect of the Project Site or the Improvements or for any other matter or thing affecting the Project Site or the Improvements, shall be borne by the Joint Lessees, that the Rent herein provided shall be absolutely net to the Lessor and free of all abatement, set-off or deduction of Real Property Taxes, charges, rates, assessments, expenses, costs, payments or out goings of every nature arising from or related to the Project Site or the Improvements and that the Joint Lessees shall pay or cause to be paid all such taxes, charges, rates, assessments, expenses, costs, payments and out goings.

3.05 Interest on Amounts in Arrears

When any Rent shall be in arrears, such amounts shall bear interest, including interest on overdue interest, at the Prime Rate plus three percent (3%) per annum calculated monthly not in advance from the date due until paid, irrespective of whether or not the Lessor demanded payment. The Lessor shall have all of the remedies for the collection of such interest, if unpaid after demand, as in the case of Rent in arrears, but this stipulation for interest shall not prejudice or affect any other remedy of the Lessor under this Lease.

3.06 Survival

The obligations set forth in Sections 3.01, 3.02, 3.03, 3.04 and 3.05 shall survive the expiration of the Term or earlier termination of this Lease, to the extent such obligations have accrued prior to such expiration or termination.

ARTICLE 4
PAYMENT OF TAXES

4.01 Payment of Taxes

(a) The Lessee will pay all Real Property Taxes in respect of the Project Site and the Improvements, in each and every Lease Year during the Term of this Lease, not later than the day immediately preceding the date or dates on which Real Property Taxes levied, rated, charged or assessed against the Project Site or the Improvements during the Term are due, and if applicable, all interest and penalties with respect thereto. The Lessee will indemnify and keep indemnified the Lessor's Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and their own client basis), charges, expenses, claims and demands of any nature whatsoever occasioned by or arising from the obligation to pay any and all such Real Property Taxes; and any such damages, losses, costs, charges and expenses suffered by the Lessor may be collected by the Lessor as Additional Rent with all rights of distress and otherwise as reserved to the Lessor in respect of Rent in arrears.

(b) The Lessee covenants and agrees that during the Term, if requested in writing by the Lessor, it will deliver to the Lessor for inspection receipts for payments of all Real Property Taxes in respect of the Project Site or the Improvements which were due and payable during the Term, within fourteen (14) days of receiving such written request from the Lessor.

The obligations set forth in this Section 4.01 shall survive any termination or expiration of this Lease.

4.02 Appeal of Real Property Tax Assessment

(a) The Lessee shall have the right from time to time to appeal any assessment of the Project Site or the Improvements with respect to any Real Property Tax, provided that (acting reasonably): (i) the Lessee shall have obtained the prior written consent of the Lessor to commence the appeal (such consent not to be unreasonably withheld or delayed); (ii) such appeal shall be at the sole cost and expense of the Lessee; and (iii) the Lessee shall not initiate or pursue any such appeal in the event that such an appeal might reasonably be anticipated (as determined by the Lessor, acting reasonably) to prejudice the ability of the Lessor to maintain the exemption of any other portion of University District Lands from the payment of Real Property Taxes pursuant to the provisions of Division 2 of Part 10 of the *Municipal Government Act* (Alberta), or any successor legislation.

(b) The Lessee will indemnify and keep indemnified the Lessor's Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and their own client basis), charges, expenses, claims and demands of any nature whatsoever occasioned by or arising from the initiation or pursuit of any appeal of an assessment of the Project Site or the Improvements and any such damages, losses, costs, charges and expenses suffered by the Lessor may be collected by the Lessor as Additional Rent with all rights of distress and otherwise as reserved to the Lessor in respect of Rent in arrears. The indemnity in this Section 4.02(b) shall survive any termination or expiration of this Lease.

4.03 Lessor to Provide Notices

The Lessor shall make reasonable commercial efforts to forward or cause to be forwarded to the Lessee forthwith upon receipt by the Lessor all communications which affect the Lessee's interest in the Project Site and the Improvements including any bills, assessments and notices with respect to Real Property Taxes, utility charges and rates, business taxes, license fees and similar taxes and charges which may be charged, levied or assessed or required to be made by any Government Authority on or against the Lessee, the Project Site or the Improvements.

4.04 Delinquent Taxes

If the Lessee shall in any Lease Year during the Term fail to pay when due Real Property Taxes under Section 4.01, the Lessee shall thereupon pay if applicable, all interest and penalties with respect thereto at the percentage rate or rates established by the Province of Alberta or any other taxing authority, for unpaid real property taxes in the Province of Alberta, on amounts owing under Section 4.01.

4.05 Payment of Utility Services

The Joint Lessees covenant with the Lessor to pay for or cause to be paid when due to the providers thereof, including the University if applicable, all charges for gas, electricity, light, heat, power, telephone, water and other utilities and services used in or supplied to the Project Site or

the Improvements throughout the Term and will indemnify and keep indemnified the Lessor's Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and their own client basis), charges, expenses, claims and demands of any nature whatsoever occasioned by or arising from any and all such charges, and any such damages, losses, costs, charges and expenses which relate to such charges suffered by the Lessor may be collected by the Lessor as Additional Rent with all rights of distress and otherwise as reserved to the Lessor in respect of Rent in arrears. The indemnity in this Section 4.05 shall survive any termination or expiration of this Lease.

4.06 Business Tax and License Fees

The Joint Lessees covenant with the Lessor to pay for or cause to be paid, to the extent payable, when due every tax (including Sales Taxes) and permit and license fee in respect of the use or occupancy of the Project Site and the Improvements by the Joint Lessees (and by any and every Unit Sublessee, assignee, permittee and licensee) other than such taxes as corporate income, profits or excess profit taxes assessed upon the income of the Lessor whether such taxes or permit and license fees are charged by any Government Authority during the Term, and will indemnify and keep indemnified the Lessor's Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and their own client basis), charges, expenses, claims and demands of any nature whatsoever occasioned by or arising from any and all such taxes (including Sales Taxes) and permit and license fees, and any such damages, losses, costs, charges and expenses which relate to such taxes (including Sales Taxes) or permit or license fees suffered by the Lessor may be collected by the Lessor as Additional Rent with all rights of distress and otherwise as reserved to the Lessor in respect of Rent in arrears. The indemnity in this Section 4.06 shall survive any termination or expiration of this Lease.

ARTICLE 5
DEVELOPMENT AND CONSTRUCTION

5.01 Compliance with Guidelines

(a) The Joint Lessees shall at all times comply with the Approved Project Drawings, the Approved Development Plan, Applicable Laws, any Authorizations, this Lease, the University District Design Guidelines and University District Community Marketing Guidelines with respect to any demolition, construction, alteration or remodeling of the Improvements.

(b) The Lessor shall make all determinations, acting reasonably, as to whether the Project is in compliance with the University District Design Guidelines and University District Community Marketing Guidelines. Such determination of the Lessor shall be final and binding for all purposes hereunder.

5.02 Construction of Improvements

Prior to the commencement of any demolition, construction, alteration or remodeling of any Improvements which are situated on the exterior of the Project, the Joint Lessees shall apply to the City for all Authorizations required for such demolition, construction, alteration or remodeling which applications shall comply with the University District Design Guidelines, the Approved Project Drawings, the Approved Development Plan, Applicable Laws and any Authorizations related thereto and this Lease. The Joint Lessees shall provide to the Lessor a copy of all of the drawings and specifications provided to the City in support of its applications for any such Authorizations at the same time as the applications are made to the City. The Joint Lessees shall construct or cause to be constructed any such Improvements, in a good and workmanlike manner and in accordance with the University District Design Guidelines, the Approved Project Drawings, the Approved Development Plan, Applicable Laws and any Authorizations related thereto and this Lease.

ARTICLE 6
USE OF LANDS

6.01 Use of Project Site

The Joint Lessees covenant and agree with the Lessor that neither the Project Site nor the Improvements nor any part of the Project Site or the Improvements shall be used for any purposes except: (i) as permitted by this Lease; and (ii) as are permitted by the Approved Project Drawings, the Approved Development Plan, the University District Design Guidelines, any Applicable Laws and any Authorizations related thereto.

6.02 Prohibited Uses

The Joint Lessees shall not, without the prior written approval of the Lessor use, occupy or permit any Person to use or occupy any portion of the Project Site or the Improvements for any purpose which: (i) contravenes the Approved Project Drawings, the Approved Development Plans, the University District Design Guidelines, any Applicable Laws and any Authorizations related thereto and this Lease; or (ii) which endangers or materially interferes with the operations and activities of the Head Lessor on the Campus or the Lessor on the University District Lands. Other than during the Post-Assignment Condominium Period, neither the Original Lessee nor any successor Lessee to whom the Original Lessee's interest in this Lease is assigned prior to the Condominium Period shall offer to sublease Units pursuant to a marketing program that is geared primarily to students of the University. The foregoing shall not in any manner restrict either the Original Lessee or any such successor Lessee from leasing Units to students of the University.

6.03 Special Rights of the Lessor

(a) If the Lessor wishes to enter, or to permit any Government Authorities, public utilities or other Persons having legal rights to do so, to enter upon the Project Site or the Improvements for the purposes of installing underground water, oil, gas, steam, storm sewer, sanitary sewer or other pipelines or telephone, electric, power

or other utility lines or conduits, or to grant or obtain an easement or right of way therefor, the Lessor shall request the Lessee's or the Condo Corp Lessee's, as appropriate, consent in writing specifying the reason for entry or the nature and extent of such easement or right of way. The Lessee or the Condo Corp Lessee, as the case may be, shall not unreasonably withhold or unduly delay its consent to such entry or to such easement or right of way, provided that such entry, easement or right of way does not unreasonably interfere with the Lessee's or the Condo Corp Lessee's development, use, or enjoyment of the Project. If the Lessee or the Condo Corp Lessee reasonably denies the Lessor's request for such entry, easement or right of way the Lessee or the Condo Corp Lessee, as the case may be, shall specify and consent to a reasonable alternative entry, easement or right of way acceptable to the applicable Government Authority, public utility or other Person and to the Lessor, acting reasonably.

(b) At any time during the Term, upon reasonable notice to the Lessee (except during the Condominium Period, in which case such notice shall be given to the Condo Corp Lessee), the Lessor may access: (i) the roads crossing the Project Site, as such roads are altered, replaced, added to or closed from time to time; and (ii) the water, oil, gas, steam, storm sewer, sanitary sewer or other pipelines or telephone, electric, power or other utility lines or conduits crossing the Project Site, as such pipelines, utility lines or conduits are altered, replaced, added to or decommissioned from time to time.

6.04 Indemnity

The exercise of the Lessor's rights of access for the purposes set forth in Section 6.03 shall be conditional upon the following:

(a) at all times the Lessor abiding by Applicable Laws and any applicable Authorizations;

(b) the Lessor not interfering with or delaying the initial construction of the Project;

(c) the Lessor not unreasonably interfering with the Lessee's, the Condo Corp Lessee's or any Occupant's occupancy, use, operations and activities under this Lease;

(d) the form and content of any easement or right of way granted by the Lessor shall be consistent with the requirements and conditions of this Section 6.04; and

(e) the Lessor hereby indemnifying the Lessee and the Condo Corp Lessee for any damages, losses, costs (including, without limitation, legal costs on a solicitor and their own client basis), charges, expenses, claims and demands suffered by the Lessee or the Condo Corp Lessee with respect to the exercise of the Lessor's rights of access under Section 6.03, except to the extent caused or contributed to by the wilful or negligent acts or omissions of the Lessee or the Condo Corp Lessee.

The Lessor shall repair and restore any damage to the Project Site or the Improvements (including landscaping) caused by the exercise of such rights of access, all at the Lessor's cost and expense.

6.05 Neighbourhood Association

(a) The Lessor and the Joint Lessees agree that, in order to provide a mechanism for the residents of the Project and the University District Lands to liaise with the Lessor and to provide social and community benefits and facilities for the enjoyment and use of such residents, the Lessor will cause to be formed a non-profit body corporate (the "**Neighbourhood Association**") pursuant to the *Societies Act* (Alberta), the *Companies Act* (Alberta), or pursuant to such other Applicable Law as may be available from time to time in the Province of Alberta for the formation of a neighbourhood association, for the purposes of serving the interests of the residents and retail and commercial businesses of the Project and the University District Lands, and with the intent that the members of the Neighbourhood Association will include: (i) the sublessees with respect to a portion of the University District Lands; or (ii) when a Condominium Plan is registered with respect to any portion of the University District Lands either the condominium corporation established or the condominium owners, in each case, to the extent applicable pursuant to this Section 6.05.

(b) The Lessee hereby agrees to become a member of such Neighbourhood Association, to retain such membership during the Term, and to cause the assignee of its interests to become a member of the Neighbourhood Association and to retain its membership in the Neighbourhood Association during the Term. The Lessee will do all such things and execute all such assurances as may be required to participate in the use, enjoyment and benefits of the Neighbourhood Association, including without limiting the generality of the foregoing, the payment of all dues to the Neighbourhood Association in a timely manner. The Lessee acknowledges that if it defaults in payment of any dues to the Neighbourhood Association, then the Neighbourhood Association may pursue its rights and remedies against the Lessee under the Neighbourhood Association's bylaws from time to time.

(c) Upon the request of the Lessor, the Lessee will grant and deliver in favour of the Lessor, a charge, rent charge and encumbrance, in a registrable form satisfactory to the Lessor acting reasonably, against the subleasehold interest granted under this Lease and any amendments, substitutions or replacements required thereof, which charge, rent charge and encumbrance shall be in priority to any mortgage, charge or encumbrance granted by the Lessee (the "**Initial Encumbrance**"), as security for the obligations of the Lessee pursuant to this Section 6.05 and under the bylaws of the Neighbourhood Association (including the obligation to pay an annual fee) and will obtain all postponements and other assurances to ensure the first priority of the charge, rent charge and encumbrance in respect of such subleasehold interest.

(d) Upon the registration of the Condominium Plan:

(i) the Lessee, as a Condominium Owner of each Condominium Unit, shall become a member of the Neighbourhood Association;

(ii) upon the election of either the Lessor or the Condo Corp Lessee by written notice, the Condominium Corporation shall become a member of the Neighbourhood Association, provided that the Condo Corp Lessee, prior to the first assignment of any Condominium Unit to a Third Party Purchaser, grants, delivers and registers in favour of the Lessor and the Neighbourhood Association, security in substitution for the Initial Encumbrance which has been approved by the Lessor, acting reasonably (the "**Replacement Encumbrance**"), which may include, without limiting the Lessor's approval right above:

(A) a replacement charge, rent charge and encumbrance in its interest in each Unit in a similar form as the Initial Encumbrance, registrable against title to each Unit with only those changes reasonably necessary to reflect the registration against the Unit, and such encumbrance will specifically provide that in the event that the Condominium Plan is cancelled, the instrument will affect the whole of the leased parcel and Improvements; or

(B) a security interest in the receivables of the Condominium Corporation, to further and better secure the payment and obligations of the Condo Corp Lessee pursuant to this Section 6.05 and under the bylaws of the Neighbourhood Association (including the obligation to pay an annual fee); and

(iii) the Condo Corp Lessee will obtain all postponements and other assurances to ensure that the Replacement Encumbrance shall be in priority to any mortgage, charge, encumbrance or security interest granted by the Lessee whether in the LTO, in the Alberta Personal Property Registry or otherwise. Upon delivery of confirmation to the Lessor of the registration of the Replacement Encumbrance in accordance with this Section 6.05, the Lessor shall provide a discharge of the Initial Encumbrance. Notwithstanding the foregoing, no Condominium Owner shall have any obligations under this Section 6.05 during the Condominium Period, provided that the Condominium Corporation, in its capacity as Condo Corp Lessee: (x) is a member of the Neighbourhood Association; and (y) has granted the Replacement Encumbrance in accordance with this Section 6.05 which remains registered.

ARTICLE 7
REPAIRS AND MAINTENANCE

7.01 Lessor Not Obliged to Repair

The Lessor shall not be obliged to make repairs or alterations in or to the Project Site or the Improvements, and the Joint Lessees hereby assume the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Project Site and the Improvements.

7.02 Repair by the Lessee

(a) The Joint Lessees, at the Joint Lessees' cost and expense, shall during the Term, put and keep in good order and condition or shall cause to be put and kept in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not materially affect the exterior appearance of the Improvements or the foundation or structure of the Improvements or otherwise present a fire or other safety hazard) the Project Site and the Improvements, and shall make, in the same manner and to the same extent as a prudent owner of a similar type, size and quality building in the City of Calgary, any and all necessary repairs, replacements, alterations, additions, changes, substitutions and improvements, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, and keep the Improvements fully usable for all the purposes for which the Improvements were erected and constructed. Such repairs, replacements, alterations, additions, changes, substitutions and improvements shall be in all respects to the standard at least substantially equal in quality of material and workmanship to the original work and material in the Improvements.

(b) The Joint Lessees shall not cause or commit nor suffer waste, injury or disfigurement to the Project Site or the Improvements or any part thereof (reasonable wear and tear excepted so long as the reasonable wear and tear does not materially affect the exterior appearance of the Improvements or the foundation or structure of the Improvements or otherwise present a fire or other safety hazard). The Joint Lessees shall not use or occupy or permit to be used or occupied the Project Site or the Improvements or any part thereof for any illegal or unlawful purpose or for any purpose not in accordance with the Approved Project Drawings, the Approved Development Plan, Applicable Laws, this Lease or any Authorization related thereto or in any manner which will result in the cancellation of any insurance, or in the refusal of any insurers generally to issue any insurance as required by, or requested by the Landlord pursuant to, this Lease. At the expiration or other termination of this Lease, the Joint Lessees shall, except as otherwise expressly provided herein, surrender and deliver up the Project Site and the Improvements, in good order and condition (reasonable wear and tear excepted so long as the reasonable wear and tear does not materially affect the exterior appearance of the Improvements or the foundation or structure of the Improvements or otherwise present a fire or other safety hazard).

7.03 Repairs to Improvements by the Lessor

The Joint Lessees covenant and agree with the Lessor that if either of the Joint Lessees fail to repair and maintain the Project Site or the Improvements as required by the provisions of Section 7.02, the Lessor (through its employees, agents, servants, contractors and subcontractors), although not obliged to do so, may enter upon those parts of the Project Site and the Improvements required for the purpose of making the necessary repairs required to put the Project Site and the Improvements in good order and in compliance with Section 7.02; provided that the Lessor will make such repairs only after giving the Lessee and the Condo Corp Lessee, as the case may be, sixty (60) days' written notice of its intention so to do (and then only provided that the Joint Lessees, or either of them, do not within such time period effect such repair, or, where the repair may reasonably require more than sixty (60) days to effect, the Joint Lessees, or either of them, do not within sixty (60) days commence and thereafter diligently and continuously proceed to effect such repair), except in the case of an emergency, in which case the Lessor may make such repairs forthwith upon delivery of such notice. Any amount paid by the Lessor in making such repairs to the Project Site and the Improvements or any part or parts thereof, together with all costs and expenses of the Lessor, including solicitor and client costs, shall be reimbursed to the Lessor by the Lessee and the Condo Corp Lessee, as the case may be, on demand, together with interest at the rate of three (3%) per annum above the Prime Rate calculated monthly not in advance from the date of such demand until paid and may be recovered by the Lessor as Additional Rent.

7.04 Removal of Ice and Snow from Sidewalks and Roads

The Condo Corp Lessee covenants and agrees with the Lessor that the Condo Corp Lessee shall at all times during the Term, keep the public sidewalks located on, or adjacent to the Project Site and any roads located on the Project Site reasonably clean from ice and snow during the times and to the extent required of an owner under the provisions of the applicable City by-laws with respect thereto in effect from time to time. If the Condo Corp Lessee fails to comply with this Section 7.04, the Lessor through its agents, servants, contractors and subcontractors may remove such ice and snow. Any costs and expenses incurred by the Lessor in removing such ice and snow shall be reimbursed to the Lessor by the Condo Corp Lessee on demand together with interest at the rate of three (3%) per annum above the Prime Rate calculated monthly not in advance from the date of such demand until paid and may be recovered by the Lessor as Additional Rent.

7.05 Housekeeping Obligations

Throughout the Term, the Joints Lessees covenant and agree to: (i) keep the exterior of the Improvements and the Project Site in a neat, tidy and orderly condition to the standard of an ordinary prudent owner of a first class residential development of a similar type, size and quality as the Project; and (ii) to be responsible for ensuring that all garbage and recycling for the Project is picked up on a weekly basis and is not left to unreasonably accumulate on the Project Site.

ARTICLE 8
INSURANCE

8.01 Insurance

The Condo Corp Lessee, during the Term, shall obtain and maintain the insurance coverage described in Schedule "D", on the terms and conditions set forth therein.

8.02 Insurance Trustee

Either the Lessor or the Condo Corp Lessee may appoint an Insurance Trustee on the terms and conditions set forth in Schedule "D".

ARTICLE 9
DAMAGE OR DESTRUCTION

9.01 Rent Not to Abate

The partial destruction or damage or complete destruction of the Improvements shall not terminate this Lease nor any sublease resulting herefrom nor entitle the Lessee to surrender possession of the Project Site or the Improvements, or to demand any abatement or reduction of the Rent or other charges payable under this Lease.

9.02 Lessee Obligations – Partial Damage

The Joint Lessees covenant and agree with the Lessor that in the event of partial damage to or partial destruction of a Building following the Substantial Completion of such Building, the Joint Lessees, subject to the requirements of the Lessor, shall promptly repair or replace any part of the Building damaged or destroyed. The Joint Lessees covenant and agree with the Lessor that in the event of partial damage to or partial destruction of an Improvement (other than a Building) following the Substantial Completion of the Project, the Joint Lessees, subject to the requirements of the Lessor, shall promptly repair or replace any part of the Improvement damaged or destroyed.

9.03 Lessee Obligations - Substantial Damage

In the event of Substantial Damage of a Building following Substantial Completion of such Building, or in the event of Substantial Damage of the Improvements (other than a Building) following Substantial Completion of the Project, the Lessee or the Condo Corp Lessee, as appropriate, shall advise the Lessor, within thirty (30) days of the determination by an Architect that Substantial Damage has occurred, that it will either:

(a) reconstruct the Building or the applicable Improvements, with a new structure or structure with such alterations as the Lessee deems appropriate provided that such reconstructed Building or Improvements otherwise comply with this Lease; or

(b) demolish the Building or applicable Improvements in accordance with Applicable Laws and applicable industry safety standards and construct replacement Improvements or Building, as applicable, in accordance with Section 9.04 and in accordance with a construction schedule approved by the Lessor, acting reasonably.

9.04 Replacement, Repair, Reconstruction

Any replacement, repair, reconstruction or demolition of a Building or other Improvements or any part thereof pursuant to the provisions of Sections 9.02 or 9.03 shall be made or done in compliance with the provisions of Section 7.02 and in accordance with the Approved Project Drawings, the Approved Development Plan, the University District Design Guidelines, any Applicable Laws and any Authorizations related thereto and this Lease.

9.05 Modifications

At any time during the Term, the Condo Corp Lessee may amend the Approved Project Drawings, provided it has first obtained the prior written consent of the Lessor, acting reasonably. All amendments to the Approved Project Drawings shall meet the requirements of the Approved Development Plan, the University District Design Guidelines, Applicable Laws, any Authorizations and Government Authorities having jurisdiction. During the Term, the Condo Corp Lessee shall not make any modifications or alterations to the Improvements in excess of one million dollars ($1,000,000) without first receiving the approval of the Lessor, acting reasonably.

ARTICLE 10
UNAVOIDABLE DELAYS

10.01 Unavoidable Delays

(a) Subject to the Lessee's or Condo Corp Lessee's compliance with Section 10.01(b), if, by reason of strike, lock-out or other labour dispute, material or labour shortage not within the control of the Lessee or the Condo Corp Lessee, or an Event of Insolvency of a contractor, subcontractor, supplier or other Person providing materials or services to the Lessee, stop work order issued by any court or tribunal of competent jurisdiction (provided that such order was not issued as the result of any act or fault of the Lessee or the Condo Corp Lessee or of anyone employed by them directly or indirectly), fire or explosion, flood, wind, water, earthquake, pandemic, act of God or other similar circumstances beyond the reasonable control of the Lessee or the Condo Corp Lessee and not avoidable by the exercise of reasonable effort or foresight by the Lessee or the Condo Corp Lessee excluding lack or shortage of funds or other financial incapacity (in each case, an "**Unavoidable Delay**"), the Lessee or the Condo Corp Lessee is, in good faith and without default or neglect on its part, prevented or delayed in the performance of obligations under this Lease which the Lessee or the Condo Corp Lessee is required to do within a specified time or if not specified within a reasonable time, the date or period of time within which such obligations were to have been completed shall be extended by the Lessor by a reasonable period of time equal to

that of such delay or prevention and the Lessee or the Condo Corp Lessee shall be deemed not to be in default if it performs and completes such obligations in the manner required by the terms of this Lease within such extended period of time or within such further extended period of time as may be agreed upon from time to time between the Lessor and the Lessee or the Condo Corp Lessee, for so long as and to the extent the Lessee's or the Condo Corp Lessee's obligations are affected by the Unavoidable Delay. If the Lessor and the Lessee or the Condo Corp Lessee cannot agree as to whether or not there is an Unavoidable Delay, then such matter shall be determined in accordance with the dispute resolution process set out in Article 20.

(b) The Lessee or the Condo Corp Lessee will promptly notify the Lessor in writing of the Unavoidable Delay or any reasonably anticipated Unavoidable Delay and the event or events that resulted in or may result in the Unavoidable Delay, and in any event within ten (10) days following the Lessee or the Condo Corp Lessee learning of the Unavoidable Delay or potential Unavoidable Delay. The Lessee or the Condo Corp Lessee will include with the written notice regarding the Unavoidable Delay sufficient documentation to establish to the reasonable satisfaction of the Lessor the impact of the Unavoidable Delay, the estimated end date of the Unavoidable Delay and a description of the steps and measures the Lessee or the Condo Corp Lessee proposes to take to end the period during which the Lessee or the Condo Corp Lessee is prevented or delayed in performing its obligations as a result of such Unavoidable Delay. The Lessee or the Condo Corp Lessee will use commercially reasonable efforts to re-commence performance of the obligations that it has failed to perform without delay, including through the use of alternate sources, workaround plans or other means, and will provide the Lessor with regular updates, at least once every ten (10) days, regarding the Unavoidable Delay and the status thereof, including any change in the estimated end date of the period during which the Lessee or the Condo Corp Lessee is prevented or delayed in performing its obligations as a result of such Unavoidable Delay; notwithstanding the foregoing and for greater certainty, the Lessee or Condo Corp Lessee, as applicable, will use commercially reasonable efforts to re-commence performance of the obligations that it has failed to perform without delay, including through the use of alternate sources, workaround plans or other means.

ARTICLE 11
BUILDERS' LIENS

11.01 Release of Liens

The Joint Lessees shall, throughout the Term at their own cost and expense, cause any and all builders' liens and other liens for labour, services or materials alleged to have been furnished with respect to the Project Site or the Improvements, which may be registered against or otherwise affect the Project Site or the Improvements, to be paid, satisfied, released (including, without limitation, the release of all such liens from the interest of the Lessor in the Project Site and the Improvements), or vacated within thirty (30) days after the Lessor shall send to the Lessee

or the Condo Corp Lessee and any Leasehold Mortgagee written notice of any claim for any such lien; provided however, that in the event of a bona fide dispute by the Lessee or the Condo Corp Lessee of the validity or correctness of any claim for any such lien, neither the Lessee nor the Condo Corp Lessee shall be bound by the foregoing, but shall be entitled to defend against the same in any proceedings brought in respect thereof after first paying into court, within thirty (30) days of the registration of such lien, the amount claimed or sufficient security therefor and such costs as the court may direct, or the Lessee or the Condo Corp Lessee, as the case may be, may provide, as security in respect of such claim, an irrevocable letter of credit, lodged with the Lessor, for one hundred and twenty (120%) of the full amount of any claim for any such lien, the amount of which letter of credit shall be increased every six months to include interest on the claimed amount at the Prime Rate, calculated semi-annually not in advance from the date any such claim is registered against or otherwise affects the Project Site or the Improvements, continuing so long as the aforesaid proceedings shall continue and which letter of credit shall be on terms sufficient to protect the Lessor's interest in the Project Site and the Improvements and in a form reasonably satisfactory to the Lessor and shall be issued by one of the chartered banks of Canada or by the Leasehold Mortgagee; and, upon being entitled to do so, the Lessee or the Condo Corp Lessee, as the case may be, shall register all such documents as may be necessary to cancel such lien from the Project Site and the Improvements, including the Lessor's interest therein.

11.02 Lessor Not Liable for Builders' Liens

It is agreed that the Lessor shall not be responsible for claims of builders' liens filed by Persons claiming through the Lessee or the Condo Corp Lessee or Persons for whom the Lessee or the Condo Corp Lessee is in law responsible. The Joint Lessees acknowledge and agree that the Improvements to be made to the Project Site will be made at the Lessee's or Condo Corp Lessee's request solely for the benefit of the Lessee or the Condo Corp Lessee and those for whom they are in law responsible.

ARTICLE 12
INSPECTION BY THE LESSOR

12.01 Inspection by the Lessor

A representative of the Lessor or of the Head Lessor at all reasonable times during the Term and upon two (2) Business Days' notice to the Lessee, the Condo Corp Lessee, or Unit Sublessee, as appropriate, may enter the Project Site and the Improvements, or any of them, to the extent reasonably necessary to examine the condition thereof and the compliance by the Lessee, the Condo Corp Lessee, or Unit Sublessee with its obligations under this Lease, including without limitation the Lessee's or the Condo Corp Lessee's obligations pursuant to Sections 7.02, 7.04 and 7.05, provided that neither the Lessor nor the Head Lessor shall have any right of access to the interior of a Condominium Unit without the prior written consent of a Condominium Owner, acting reasonably.

ARTICLE 13
OBSERVANCE OF APPLICABLE LAWS

13.01 Observance of Applicable Laws

The Joint Lessees covenant with the Lessor that, notwithstanding any other provision of this Lease to the contrary, throughout the Term the Joint Lessees will comply with the Approved Project Drawings, the Approved Development Plan, Applicable Laws, this Lease and any Authorizations related thereto with respect to:

(a) the construction, erection and maintenance of the Improvements and equipment;

(b) the operation, occupation and use of the Improvements or the Project Site; and

(c) the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Improvements, the Project Site or any part thereof; and

shall cause each Unit Sublessee to comply with Applicable Laws, this Lease and its Unit Sublease.

ARTICLE 14
INDEMNITY

14.01 Breach, Violation or Non-Performance of Covenants by Lessee

The Joint Lessees shall indemnify, defend and save harmless the Lessor's Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and their own client basis), charges, expenses, claims and demands of any nature whatsoever relating to and arising during the Term out of any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of the Lessee or the Condo Corp Lessee to be fulfilled, kept, observed and performed. The indemnity in this Section 14.01 shall survive any termination or expiration of this Lease.

14.02 Injury, Damage or Loss of Property

Notwithstanding the provisions of Section 9 of Schedule "D", the Joint Lessees shall indemnify, defend and save harmless the Lessor's Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and their own client basis), charges, expenses, claims and demands of any nature whatsoever relating to and arising during the Term out of:

(a) any injury to Person or Persons, including death resulting at any time therefrom, occurring in or about the Project Site or the Improvements; and

(b) any damage to or loss of property occasioned by the use and occupation of the Project Site or the Improvements,

provided, however, that except as otherwise provided in Sections 8 and 10 of Schedule "D", nothing contained herein shall require the Lessee or the Condo Corp Lessee to indemnify any of the Lessor's Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and their own client basis), charges, expenses, claims and demands of any nature whatsoever to the extent arising out of the wilful or negligent acts or omissions of any of the Lessor's Indemnified Parties. The indemnity in this Section 14.02 shall survive any termination or expiration of this Lease.

14.03 Environmental Covenants

The Joint Lessees agree that throughout the Term, with respect to the undertaking on the Project Site and the Improvements of each Occupant:

(a) the Joint Lessees will comply with, or cause the other Occupants to comply with, all Environmental Laws including but not limited to those relating to the construction and erection of Improvements on the Project Site, equipment testing and maintenance, operation and use of the Improvements and making repairs, replacements, alterations, additional changes, substitutions or improvements of or to the Improvements or any part thereof;

(b) the Joint Lessees will store, or cause the other Occupants to store, any Hazardous Substance brought onto or created on the Project Site or the Improvements by the Joint Lessees or any Occupant in accordance with all Environmental Laws;

(c) if any Hazardous Substance is brought onto or created upon the Project Site or the Improvements at any time during the Term by any Occupant then as between the Lessor and the Lessee or the Condo Corp Lessee, such Hazardous Substance shall be the sole and exclusive property of the Lessee or the Condo Corp Lessee, and not of the Lessor, notwithstanding the degree of affixation of the Hazardous Substance or the thing containing the Hazardous Substance to the Project Site or the Improvements and notwithstanding the expiry or sooner termination of this Lease;

(d) the Joint Lessees will take all necessary precautions so as to ensure that the Project Site and the Improvements and any area adjoining any part of the Project Site or the Improvements do not become and are not likely to become Contaminated by any Hazardous Substances;

(e) the Joint Lessees will permit the Lessor at all reasonable times to enter the Project Site and the Improvements and to carry out thereon and therein such inspections and Environmental Site Assessments, as the Lessor considers appropriate, and to carry out any Remedial Action required by Environmental Laws or to comply with the Lessor's obligation under the Separate Head Lease but carried out so as to

cause minimal interference with the Improvements, the Project Site and the operations and activities thereon as is reasonably possible;

(f) if the presence of any Hazardous Substance or any other substance results in any Contamination (other than Lessor Contamination):

(i) the Condo Corp Lessee shall be responsible to report any release of a Hazardous Substance relating to such Contamination to the applicable Government Authority, to the extent required by Environmental Laws; and

(ii) the Condo Corp Lessee shall promptly take all actions as are necessary to return the Project Site, the Improvements and any other part of the University District Lands or any other lands to the condition in which the same existed prior to the introduction of any such Hazardous Substance or other substance onto or in the Project Site, the Improvements or any other lands, all in accordance with any reasonable directions given by the Lessor and in accordance with any directions, recommendations or equivalent of a Government Authority pursuant to Environmental Laws;

(g) the Joint Lessees will promptly advise the Lessor forthwith of any Hazardous Discharge into or upon any part of the Project Site or the Improvements or migration of any Hazardous Discharge from the Project Site or the Improvements into or upon any other part of the Project Site or the Improvements or into or upon any property adjacent to the Project Site or the Improvements, of which it has actual knowledge and will promptly provide the Lessor with all information, notices, reports and other documents the Lessee from time to time possesses or controls regarding such Hazardous Discharge and the Remedial Action being undertaken by the Joint Lessees or anyone else with respect to the Hazardous Discharge or that may reasonably be required by the Lessor of the Lessee;

(h) on or before the expiration or sooner termination of this Lease: (i) the Joint Lessees shall remove all Hazardous Discharges and all Hazardous Substances which have been brought onto or created upon the Project Site or the Improvements during the Term by any Occupant; and (ii) the Condo Corp Lessee shall carry out any Remedial Action with respect to any Contamination (other than Lessor Contamination) arising during the Term to the extent necessary to ensure compliance with Environmental Laws; and

(i) the provisions of this Section 14.03 shall survive any termination or expiration of this Lease.

14.04 Environmental Liability of Lessor

(a) The Lessor shall be liable for: (i) the presence of any Initial Lessor Contamination and any breach of Environmental Laws with respect to the Project Site or the Improvements for the period of time ending on the Commencement Date; (ii) any

Hazardous Substances upon the Project Site or the Improvements during the Term and any Contamination of the Project Site or the Improvements relating to the release of Hazardous Substances during the Term, in each case to the extent attributable to the acts or omissions of the Lessor and its employees, servants, agents, contractors and those for whom it is at law responsible (collectively, the "**Lessor Contamination**"); and (iii) any breach of Environmental Laws with respect to the Project Site or the Improvements which occurs during the Term, to the extent attributable to the acts or omissions of the Lessor and its employees, servants, agents, contractors and those for whom it is at law responsible (collectively, the "**Lessor's Environmental Liabilities**").

(b) The Lessor shall indemnify and save harmless the Lessee's Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and their own client basis), charges, expenses, claims and demands of any nature whatsoever incurred or suffered by any of the Lessee's Indemnified Parties with respect to the Lessor's Environmental Liabilities. The indemnity set forth in this Section 14.04(b) shall survive any termination or expiration of this Lease.

14.05 Environmental Liability of Condo Corp Lessee

(a) The Condo Corp Lessee shall be liable for: (i) any Hazardous Substances upon the Project Site or the Improvements during the Term and any Contamination of the Project Site or the Improvements relating to the release of Hazardous Substances during the Term, other than the Lessor Contamination (collectively, the "**Lessee Contamination**"); and (ii) any breach by the Condo Corp Lessee of Environmental Laws with respect to the Project Site or the Improvements during the Term, except to the extent attributable to the acts or omissions of the Lessor and its employees, servants, agents, contractors and those for whom it is at law responsible during the Term or to the extent included in the Lessor's Environmental Liabilities (collectively, the "**Lessee's Environmental Liabilities**").

(b) The Condo Corp Lessee shall indemnify and save harmless the Lessor's Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, legal costs on a solicitor and their own client basis), charges, expenses, claims and demands of any nature whatsoever incurred or suffered by any of the Lessor's Indemnified Parties with respect to the Lessee's Environmental Liabilities. The indemnity set forth in this Section 14.05(b) shall survive any termination or expiration of this Lease.

(c) The Condo Corp Lessee shall complete any Remedial Action with respect to the Lessee Contamination which is required to cause the Project Site or the Improvements to be in compliance with Environmental Laws (with reference to the allowable uses of the Project Site as set forth in the Approved Development

Plan), by the earlier of the expiry or termination of the Term and the dates directed by any Government Authority pursuant to Environmental Laws.

(d) The Condo Corp Lessee shall, at its sole cost and expense, complete the Remedial Action contemplated by Section 14.05(c) in accordance with Environmental Laws, including obtaining any requisite Authorizations relating to the commencement or completion of such Remedial Action including, to the extent applicable, any reclamation certificates required by the *Environmental Protection and Enhancement Act* (Alberta) (or any successor or substitute legislation). Following the completion of such Remedial Action the Condo Corp Lessee shall, at its sole cost and expense, make reasonable commercial efforts to obtain a remediation certificate with respect to such Remedial Action pursuant to the provisions of the *Environmental Protection and Enhancement Act* (Alberta) (or any successor or substitute legislation) within a reasonable period of time following the completion of such Remedial Action.

(e) Prior to the commencement of the Remedial Action contemplated by Section 14.05(c) the Condo Corp Lessee will propose to the Lessor for the Lessor's approval a plan for the Remedial Action to be taken in respect of the Lessee Contamination (upon being approved, the "**Lessee Remediation Plan**"). In the event the Condo Corp Lessee fails to complete the Lessee Remediation Plan prior to the end of the Term, the Lessor may complete the Lessee Remediation Plan. Within ten (10) days after demand by the Lessor, the Condo Corp Lessee shall reimburse the Lessor for the actual costs and expenses incurred by the Lessor in completing the Lessee Remediation Plan.

ARTICLE 15
SUBLETTING AND ASSIGNING

15.01 Assigning Prior to Substantial Completion of the Project

(a) Prior to Substantial Completion of the Project and prior to the Condominium Period, neither of the Joint Lessees may assign, transfer or sell its interest under this Lease without the prior written consent of the Lessor, which consent may be unreasonably and arbitrarily withheld or granted, in the sole and unfettered discretion of the Lessor.

(b) Notwithstanding Section 15.01(a) and upon no less than thirty (30) Business Days' prior notice to the Lessor, the Joint Lessees may, at any time prior to the Substantial Completion of the Project, assign this Lease to an Affiliate of the Joint Lessees provided that as a condition of the effectiveness of the assignment, the Joint Lessees and the Affiliate of the Joint Lessees shall:

(i) enter into and deliver an assignment and assumption agreement of this Lease in favour of the Lessor in a form satisfactory to the Lessor, acting reasonably, which agreement shall include a covenant by the Joint Lessee and such assignee that the Joint Lessee and such assignee shall remain

Affiliates of each other until Substantial Completion of the Project is achieved and that the Joint Lessee shall not be released from its obligations under the Lease by virtue of such assignment; and

(ii) execute and deliver to the Lessor such other documents or deliverables in connection with this Lease as may be required by the Lessor, acting reasonably;

(c) Prior to the Substantial Completion of the Project, there shall not be, nor shall the Joint Lessees permit or take any corporate proceedings or action to authorize a Change of Control without the prior written consent of the Lessor, which consent may be unreasonably and arbitrarily withheld in the sole and unfettered discretion of the Lessor. The Joint Lessees shall make available to the Lessor or its lawful representatives, all corporate books and records of the Lessee for inspection by the Lessor at all reasonable times, in order to ascertain whether there has been a Change of Control or whether a Change of Control has been authorized.

15.02 Assigning Following Substantial Completion

(a) Following Substantial Completion of the Project but prior to the Condominium Period, the Joint Lessees may from time to time, assign, transfer or sell their interest in all or any portion of the Project Site and Improvements, provided such assignee, transferee or purchaser agrees to be bound by the obligations of the Joint Lessees under this Lease pursuant to an assignment and assumption agreement which shall include the Lessor as a party and is in a form acceptable to the Lessor; and further provided that the Joint Lessees assign, transfer or sell their interest to the same Person.

(b) Following Substantial Completion of a Building and during the Condominium Period, the Lessee may at any time and from time to time, without the consent of the Lessor, assign, transfer or convey any and all of the Condominium Units within such Building created upon the registration of a Condominium Plan in respect of such Building, together with any and all of the Condominium Units intended for purposes of residential parking or storage within or associated with such Building; provided however that Rent has been paid and the Lessee is not then in default in the performance or observance of the other covenants, provisos and agreements required of the Lessee to be performed and observed hereunder, beyond applicable cure periods under Section 18.01; and provided further that such assignment, transfer or conveyance by the Lessee of its leasehold interest in each such Condominium Unit (other than by way of Leasehold Mortgage) shall be subject to the following conditions:

(i) the assignment, transfer or conveyance shall be substantially in the form attached hereto as Schedule "H", with such additions, deletions or amendments thereto as are appropriate to the Condominium Unit to be assigned, transferred or conveyed and as are approved by the Lessor (the

"**Condominium Unit Assignment Agreement**") and shall be executed by or on behalf of the vendor and purchaser named therein and the Lessor before a transfer of such Condominium Unit is submitted for registration in the LTO; and

(ii) the City or other authority having jurisdiction has first issued an occupancy permit in respect of such Building or such Condominium Unit, as applicable;

otherwise the Lessor's consent must be first had and obtained, which consent may be unreasonably and arbitrarily withheld in the sole and unfettered discretion of the Lessor. The Lessee shall deliver to the Lessor a copy of all such assignments, transfers or conveyances within a reasonable period following the conclusion of each transaction together with particulars of registration of the transfer of such Condominium Unit.

(c) Following Substantial Completion of the Project and during the Condominium Period, the Condo Corp Lessee shall not assign, transfer or sell its interest under this Lease except to the Condominium Corporation as required by and pursuant to Section 2 of Schedule "B".

15.03 Subletting by the Lessee - Other Than During the Condominium Period

Save as expressly provided in Section 15.04, the Lessee shall not and will not during the Term sublease the Project Site, the Improvements or any part thereof or any structure or any part of any structure erected thereon to any Person, without the consent in writing of the Lessor, which consent the Lessor may unreasonably and arbitrarily withhold in its sole and unfettered discretion, provided however that:

(a) notwithstanding any such consent being given by the Lessor under this Section 15.03 or such subleasing being effected, the Lessee shall remain bound to the Lessor for the fulfilment of all of its obligations hereunder; and

(b) at the Lessor's request, a copy of any or all Unit Subleases shall be forwarded to the Lessor within a reasonable period of time following the conclusion of such transaction together with particulars of registration (if any) in the LTO.

15.04 Subletting by Lessee – During the Condominium Period

(a) The Lessee may at any time and from time to time following the Substantial Completion of a Building and during the Condominium Period, sublease any and all of the Condominium Units within such Building created upon the registration of a Condominium Plan in respect of such Building, together with any and all of the Condominium Units intended for purposes of residential parking or storage within or associated with such Building, without the consent of the Lessor provided however that, the Rent payable hereunder with respect to such Condominium Unit has been paid and the Lessee is not then in default in the

performance or observance of the other covenants, provisos and agreements required of the Lessee to be performed and observed hereunder. Notwithstanding the foregoing, and for greater certainty, at any time and from time to time following Substantial Completion of a Building or Buildings and during the Condominium Period, any Person who is a Condominium Owner and any Person under common Control with any other Person who is a Condominium Owner, shall not sublease greater than five (5) Condominium Units in the Project except with the prior written consent of the Lessor, which consent may be unreasonably and arbitrarily withheld or granted, in the sole and unfettered discretion of the Lessor.

(b) Notwithstanding any such subleasing being effected, the Lessee shall remain bound to the Lessor for the fulfilment of all of its obligations hereunder.

15.05 Head Lessor's Non-Disturbance Agreement

Provided that an Event of Default has not occurred which is then continuing, the Lessor shall obtain in favour of the Lessee the Head Lessor's Non-Disturbance Agreement. Notwithstanding that the Head Lessor's Non-Disturbance Agreement may have been previously granted by the Head Lessor in favour of the Lessee, at the request of the Lessee following the registration of a Condominium Plan, the Lessor shall obtain in favour of the Lessee a Head Lessor's Non-Disturbance Agreement with respect to the separate lease of a Condominium Unit created pursuant to Schedule "B".

15.06 Mortgaging by Lessee

Notwithstanding any other provision herein, the Lessee shall have the right at any time and from time to time to grant a Leasehold Mortgage with respect to this Lease without the prior consent of the Lessor. A copy of any and all Leasehold Mortgages shall be furnished to the Lessor together with particulars of registration in the LTO within thirty (30) days of such registration.

15.07 Assignment by Lessor

The Lessor covenants and agrees with the Lessee that it shall not assign or mortgage its interest in the Separate Head Lease or the Project Site, or any part or parts thereof except to an assignee or mortgagee which shall before such assignment or mortgage enter into an agreement with the Lessee, pursuant to which such assignee assumes, or such mortgagee agrees to assume upon any realization of its mortgage, the obligations of the Lessor under this Lease.

15.08 Indemnification by Lessee

In the event of an assignment by the Lessee pursuant to this Article 15, the Lessee shall indemnify the Lessor from any claim arising therefrom as a result of a cause which occurs on or after such assignment.

ARTICLE 16
LEASEHOLD MORTGAGES

16.01 Protection of Leasehold Mortgage

In order to provide reasonable assurance for the benefit of Leasehold Mortgagees (other than Leasehold Mortgagees of Leasehold Mortgages of individual Condominium Units), the Lessor agrees to, enter into an agreement directly with any Leasehold Mortgagee in the form attached as Part 1 of Schedule "F" hereto as such form may be amended from time to time to reflect terms and conditions customarily required by lenders with respect to leasehold mortgage financings in the City of Calgary and otherwise to include any reasonable revisions requested by the Leasehold Mortgagee, as such amendments are agreed to by the Lessor, acting reasonably.

16.02 Protection of Leasehold Mortgages for Condominium Units

During the Condominium Period, in order to provide reasonable assurances for the benefit of Leasehold Mortgagees with respect to a Leasehold Mortgage of an individual Condominium Unit, the Lessor agrees to enter into an agreement directly with any Leasehold Mortgagee in the form attached as Part 2 of Schedule "F" hereto as such form may be amended from time to time to reflect terms and conditions customarily required by lenders with respect to leasehold mortgage financings of individual Condominium Units in the City of Calgary and otherwise to include any reasonable revisions requested by the Leasehold Mortgagee, as such amendments are agreed to by the Lessor, acting reasonably.

ARTICLE 17
EVENT OF INSOLVENCY OF LESSEE

17.01 Events of Insolvency

(a) The Parties agree that upon the occurrence of an Event of Insolvency of the Lessee, a sequestrator, receiver, interim receiver, receiver-manager, liquidator, custodian or trustee appointed with respect to such Event of Insolvency shall have the right to disclaim this Lease (except that there shall be no right to disclaim this Lease following Substantial Completion of the Project and during the Condominium Period) or to hold and retain the Project Site and the Improvements, or any part thereof, for a period not exceeding six (6) months from the effective date of any such appointment, receiving order, assignment, judgment, decree, order or the commencement of dissolution or winding-up, as the case may be, or until the expiration of the Term, whichever first happens on the same terms and conditions as the Lessee would have held the Project Site and the Improvements, or such part thereof, had no such Event of Insolvency occurred.

(b) If the sequestrator, receiver, interim receiver, receiver-manager, liquidator, trustee or custodian holds and retains the Project Site and the Improvements, or any part thereof, as aforesaid it shall during the said period either:

(i) surrender possession at any time and the Term shall thereupon terminate, (except during the Condominium Period when this right to surrender possession and terminate shall not apply);

(ii) sell, transfer or otherwise dispose of all of the interest of the Lessee in this Lease and the Project Site and the Improvements or any part thereof, and all the rights and obligations of the Lessee hereunder, notwithstanding anything to the contrary in Article 15 contained, if the Alberta Court of King's Bench upon the application of such sequestrator, receiver, interim receiver, receiver-manager, liquidator, custodian or trustee and after fourteen (14) days written notice of such application to the Lessor, approves such sale, transfer or other disposition; or

(iii) elect to continue as lessee for the balance of the Term remaining provided that such sequestrator, receiver, interim receiver, receiver-manager, liquidator, custodian or trustee attorns as lessee to the Lessor and undertakes to be bound by and to perform the covenants and agreements of this Lease on the part of the Lessee to be performed and observed.

(c) If during any Renewal Term an Event of Insolvency occurs with respect to the Lessee, and if within thirty (30) days of such occurrence, an Event of Insolvency continues to exist, then the current month's Base Rent, together with the Base Rent accruing for the next three (3) months (which three (3) months of Rent shall be calculated based on the Base Rent for the most recent calendar month immediately preceding the month in which the Event of Insolvency occurs), plus interest at the Prime Rate plus three percent (3%) calculated monthly not in advance, shall immediately become due and payable, and this Lease shall at the option of the Lessor become forfeited and void, and it shall be lawful for the Lessor at any time thereafter to re-enter into or upon the Project Site and the Improvements or any part thereof in the name of the whole and the same to have again, repossess, and enjoy as of its former estate.

17.02 Certain Rights of the Parties

The Lessor and the Lessee agree that:

(a) Should the sequestrator, receiver, interim receiver, receiver-manager, liquidator, custodian or trustee appointed with respect to an Event of Insolvency of the Lessee at any time before or after taking possession, disclaim this Lease or surrender possession to the Lessor, its liability for payment of Rent is limited to the period of time during which such sequestrator, receiver, interim receiver, receiver-manager, liquidator, custodian or trustee remains in possession of the Project Site and the Improvements, or any part thereof, for the purposes of the trust estate. If such sequestrator, receiver, interim receiver, receiver-manager, liquidator, custodian or trustee disclaims this Lease or surrenders possession, the Lessor or the Lessor's agents or employees authorized by the Lessor may immediately or at any time

thereafter re-enter the Project Site and the Improvements, or the applicable part thereof, without being liable for any prosecution or damages therefor, and may repossess and enjoy the Project Site and the Improvements, or the applicable part thereof, subject to the removal of Trade Fixtures pursuant to the terms of any leases, and such sequestrator, receiver, interim receiver, receiver-manager, liquidator, custodian or trustee shall execute a surrender or assignment to the Lessor in registrable form.

(b) Entry into possession of the Project Site and the Improvements, or any part thereof, by a sequestrator, receiver, interim receiver, receiver-manager, liquidator, custodian or trustee appointed with respect to an Event of Insolvency of the Lessee and occupation thereof by it while required for the purposes of the performance of its duties in its office shall not be deemed to be evidence of an intention on its part to retain the Project Site and the Improvements, nor affect its right to disclaim or to surrender possession pursuant to the provisions of Section 17.01.

(c) If after occupation of the Project Site and the Improvements, or any part thereof, a sequestrator, receiver, interim receiver, receiver-manager, liquidator, custodian or trustee appointed with respect to an Event of Insolvency of the Lessee elects to retain this Lease, and thereafter sells, transfers or otherwise disposes of this Lease, the Project Site and the Improvements and all interests and rights and obligations of the Lessee therein and hereunder to a Person approved by the court as provided by Section 17.01, its liability and the liability of the Lessee and the Lessee's estate for the payment of the Rent, if any, is limited to the period of time during which they remain in possession of the Project Site and the Improvements.

17.03 No Abatement of Rent

The sequestrator, receiver, interim receiver, receiver-manager, liquidator, custodian or trustee appointed with respect to an Event of Insolvency shall pay to the Lessor for the period during which the sequestrator, receiver, interim receiver, receiver-manager, liquidator, custodian or trustee actually occupies the Project Site and the Improvements, or any part thereof, pursuant to Section 17.01 the Rent calculated on the basis of this Lease and payable in accordance with the terms hereof.

ARTICLE 18
DEFAULT BY JOINT LESSEES

18.01 Default and Re-entry

(a) The Joint Lessees covenant with the Lessor that if:

(i) the Lessee or the Condo Corp Lessee shall violate or neglect any covenant, agreement or stipulation herein contained on its part to be kept, performed, or observed hereunder and any such default on the part of the Lessee or the Condo Corp Lessee shall continue for a period of time which is:

(A) ten (10) Business Days after written notice of failure to pay Rent; or

(B) thirty (30) days after written notice of failure to comply with the Approved Project Drawings or the Approved Development Plan, or such longer time as would have reasonably sufficed for the remedying of such default or non-performance if the Lessee or the Condo Corp Lessee had commenced to remedy the same within thirty (30) days and thereafter proceeded to remedy the same with reasonable diligence, provided that the Joint Lessees shall not be entitled to the advantage of such longer time unless they shall have actually commenced to remedy the same within such period of thirty (30) days and shall actually have proceeded thereafter to remedy the same with reasonable diligence and shall have provided to the Lessor, if requested by the Lessor, reasonable evidence satisfactory to the Lessor, acting reasonably, as to the steps being taken by it toward remedying the same; or

(C) sixty (60) days after written notice of a failure to materially comply with the provisions of this Lease (other than payment of Rent and compliance with the Approved Project Drawings or the Approved Development Plan) or such longer time as would have reasonably sufficed for the remedying of such default or non-performance if the Lessee or the Condo Corp Lessee had commenced to remedy the same within sixty (60) days and thereafter proceeded to remedy the same with reasonable diligence (provided that the Joint Lessees shall not be entitled to the advantage of such longer time unless it shall have actually (i) commenced to remedy the same within such period of sixty (60) days and proceeded thereafter to remedy the same with reasonable diligence and (ii) shall have provided to the Lessor, if requested by the Lessor, reasonable evidence satisfactory to the Lessor as to the steps being taken by the Joint Lessees toward remedying the same); or

(ii) the Lessor is entitled to terminate the Acquisition Agreement in accordance with its terms;

then and in any such case (an "**Event of Default**"), in addition to any other remedy now or hereafter provided by law, the Lessor may, at its option and upon ten (10) Business Days' prior written notice to the Joint Lessees, terminate this Lease forthwith and re-enter and take possession of the Project Site and the Improvements (or, without terminating the Lease, re-enter and take possession of the Project Site and the Improvements), and may remove all Persons and property therefrom, and may use such force and assistance in making such removal as the Lessor may deem advisable to recover at once full and exclusive possession of the

Project Site and the Improvements; and such re-entry shall not operate as a waiver or satisfaction in whole or in part of any right or claim of the Lessor arising as a consequence of any breach by the Lessee or the Condo Corp Lessee of any provision contained in this Lease; provided, however, that if such Event of Default is cured or remedied within such (10) Business Day period, then the Lessor shall not exercise such right of termination. The Lessor's remedy of re-entry and/or termination of this Lease shall be subject always to such relief as may be available at law or in equity to the Lessee.

(b) Unless the Joint Lessees have abandoned the Project Site and the Improvements, the Lessor shall not exercise its right of distress whether at common law or by statute without first giving to the Joint Lessees written notice of demand.

(c) During the continuance of an Event of Default and upon the delivery of ten (10) days prior written notice to the Joint Lessees, and without limiting the rights available to the Lessor hereunder or at law or in equity, the Lessor, its agents or any receiver or receiver-manager appointed by or at the request of the Lessor shall be entitled, in the reasonable exercise of its discretion to cure any Event of Default, provided that the Joint Lessees shall be responsible for any additional or incremental costs or expenses incurred by the Lessor as a result of such Event of Default which would not have been incurred by the Lessor in the absence of such Event of Default (including reasonable legal fees and disbursements on a solicitor and own client basis) all of which amounts shall be immediately due and payable by the Joint Lessees to the Lessor on demand.

(d) The provisions of Section 18.01(a), (b) and (c) shall not apply to the Lessee with respect to a Condominium Unit during the Condominium Period and the provisions of Section 18.02 shall apply during the Condominium Period following assignment of the subleasehold interest of the Original Lessee in such Condominium Unit to the first Third Party Purchaser.

18.02 Procedure in Event of Default during Condominium Period

Upon commencement of the Condominium Period and the assignment of the subleasehold interest of the Original Lessee in such Condominium Unit to the first Third Party Purchaser, if the Condominium Corporation, as Condo Corp Lessee, or a Condominium Owner, as lessee with respect to a Condominium Unit, shall default in performing or observing any of its covenants or obligations under this Lease and the Lessor shall have given to the Condo Corp Lessee or such Lessee notice specifying such default and at the expiration of sixty (60) days after the giving of such notice the default shall continue to exist or, in the case of a default which cannot with due diligence be cured within the period of sixty (60) days aforesaid, the Condo Corp Lessee or such Lessee, as the case may be, fails to proceed promptly after the giving of such notice to cure such default, the Lessor may:

(a) cure the specified default, although not obliged to do so, and any amount paid by the Lessor in curing such default, together with all costs and expenses of the

Lessor, shall be reimbursed forthwith to the Lessor by the Condo Corp Lessee or such Lessee, as the case may be, and to the extent unpaid, said costs and expenses of the Lessor (which share shall be determined as hereafter set forth) may be recovered by the Lessor from the Condo Corp Lessee or the Lessee as Additional Rent; or

(b) bring an action against the Condo Corp Lessee to remedy the specified default or recover the amount so paid by the Lessor in curing the default and all costs and expenses of the Lessor.

18.03 Remedies of Lessor are Cumulative

The remedies of the Lessor specified in this Lease are cumulative and are in addition to any remedies of the Lessor at law or in equity and shall be subject to the terms of this Lease and any Head Lessor's Non-Disturbance Agreement. No remedy shall be deemed to be exclusive, and the Lessor may from time to time have recourse to one or more or all of the available remedies specified herein or at law or in equity. In addition to any other remedies provided in this Lease, the Lessor shall be entitled to restrain by injunction any violation or attempted or threatened violation by the Lessee of any of the covenants or agreements hereof. Notwithstanding the foregoing provisions of this Section 18.03 or anything else set forth in this Lease, the Lessor acknowledges and agrees that it may not terminate this Lease except in accordance with a right of termination expressly set forth in this Lease.

18.04 Waiver by Lessor

The failure of the Lessor to insist upon the strict performance of any covenant or agreement of this Lease shall not waive such covenant or agreement, and the waiver by the Lessor of any breach of any covenant or agreement of this Lease shall not waive such covenant or agreement in respect of any other breach or be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided. The receipt and acceptance by the Lessor of Rent or other monies due hereunder with knowledge of any breach of any covenant or agreement by the Lessee shall not waive such breach. No waiver by the Lessor shall be effective unless made in writing.

18.05 Concurrent Termination of Acquisition Agreement

Notwithstanding anything set forth in this Lease or the Acquisition Agreement, no termination of this Lease prior to the Substantial Completion of the Residential Project shall be effective unless the Acquisition Agreement is terminated in accordance with its terms concurrently with the termination of this Lease.

ARTICLE 19
COVENANTS OF LESSOR

19.01 Covenant Respecting Charges and Encumbrances

The Lessor covenants with the Lessee that the Lessor has a good and marketable leasehold title to the Project Site and that the Lessor has not at any time hereto before made, done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the leasehold title to the Project Site or any part thereof granted under this Lease is charged or encumbered other than by the Permitted Encumbrances.

ARTICLE 20
DISPUTE RESOLUTION

20.01 Settling Disputes

Any and all disputes, claims, questions or differences arising out of or in connection with this Lease, or in respect of any legal relationship associated with or derived from this Lease (a "**Dispute**"), shall be resolved solely and exclusively in accordance with the provisions of this Article 20.

If a Dispute arises, any of the Parties may deliver a written notice of the Dispute to the other Parties, which written notice shall include a recommendation for the resolution of the Dispute. Upon the receipt of such written notice the Parties shall attempt to settle the Dispute by negotiation between authorized representatives of each Party. If the Dispute has not been resolved pursuant to such negotiation, for any reason, within ten (10) Business Days following delivery of the written notice of Dispute, any Party may deliver a written notice to the other Party requesting that the Dispute be referred to a specified senior officer of each Party, who shall attempt to settle the Dispute by negotiation. If the Dispute has not been resolved by the senior officers, for any reason, within ten (10) Business Days following delivery of the notice of requesting such negotiation, any Party may deliver a written notice of arbitration (the "**Arbitration Notice**") pursuant to which the Dispute shall be fully and finally resolved by arbitration as provided in Section 20.02.

20.02 Arbitration

The Dispute will be resolved by arbitration in accordance with the provisions of the *Arbitration Act* (Alberta) as the same may be amended from time to time or any successor legislation. The following additional provisions will apply to the arbitration:

(a) The Arbitration Notice will contain a concise description of the matters submitted for arbitration, including the facts supporting the Party's position, the points at issue and the relief sought.

(b) The arbitral tribunal will consist of a single arbitrator. The single arbitrator will be appointed by mutual agreement of the Lessor and the Lessee in writing or in the event of a failure to agree within ten (10) Business Days following the delivery of

the Arbitration Notice, the arbitrator will be appointed by the Alberta Court of King's Bench, acting solely as an appointing authority.

(c) The arbitrator will be independent, objective, free of conflict of interest or bias, and shall be qualified by training and education to rule upon the particular matters to be decided in the arbitration.

(d) The Parties agree that time is of the essence in the conduct of the arbitration proceedings and the Parties and the arbitral tribunal will conduct the arbitration in the most expeditious manner possible, in light of the circumstances of the Dispute.

(e) The arbitration will be take place in Calgary, Alberta and the language of the arbitration shall be English.

(f) Any arbitration award will deal with the question of costs of arbitration, which may include the arbitrators' fees and expenses, the provision of a reporter and transcripts, reasonable legal fees and reasonable costs of preparations, as appropriate. Unless the Parties otherwise agree in writing, the arbitral tribunal shall make its orders on both the arbitration and legal costs and disbursements on the general principle that such awards should reflect each Party's relative success and failure in the arbitration except where it appears to the arbitral tribunal that this approach is unreasonable. The arbitral tribunal may also award the payment of interest on any amount awarded at a rate determined in the sole discretion of the arbitral tribunal.

(g) The arbitration award will be final and binding and, except on a question of law, will not be subject to appeal, subject to the provisions of the *Arbitration Act* (Alberta) as the same may be amended from time to time or any successor legislation.

(h) This arbitration provision will be governed by, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

(i) The Parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) shall not be disclosed to any Persons other than the arbitrators, the Parties, their counsel and any Person necessary to the conduct of the proceeding, except as may be required in judicial proceedings relating to the arbitration or otherwise required by law.

20.03 Construction of Development

The Parties shall, during the course of any Dispute, and without prejudice to any such Dispute continue to perform their respective obligations under this Lease.

ARTICLE 21
CERTAIN COVENANTS AND AGREEMENTS OF THE LESSEE AND THE CONDO CORP LESSEE

21.01 Conduct on Project Site

(a) Taking into account that during construction of any Improvements the applicable Project Site will be operated as a normal construction site, the Joint Lessees covenant and agree with the Lessor that they will neither carry on nor allow to be carried on or done upon the Project Site or in the Improvements any work, business or occupation which may be a nuisance or which may be improper, noisy or contrary to any Applicable Law or to any policy, rule or guideline of the City of Calgary of which the Joint Lessees have notice.

(b) During the Condominium Period, the Lessee covenants and agrees with the Lessor to comply with the bylaws and rules of the Condominium Corporation, with the *Condominium Property Act* and the regulations promulgated thereunder and all other Applicable Laws.

21.02 Duties of the Condominium Corporation

The Condominium Corporation must: (i) perform its duties under the *Condominium Property Act*; and (ii) require the Lessee to comply with the bylaws and rules of the Condominium Corporation, with the *Condominium Property Act* and the regulations promulgated thereunder and all other Applicable Laws.

21.03 Compliance with Encumbrances

The Condo Corp Lessee confirms and agrees that the Condo Corp Lessee will be solely responsible for maintaining any statutory right of way or easements with respect to the development of the Project Site and for performing and observing any of the obligations of the Head Lessor or the Lessor with respect to the Project Site pursuant to all Permitted Encumbrances.

ARTICLE 22
QUIET ENJOYMENT AND OWNERSHIP OF LESSEE'S FIXTURES

22.01 Covenant for Quiet Enjoyment

If the Lessee and the Condo Corp Lessee (i) pay the Rent hereby reserved and the other charges contemplated hereunder; (ii) perform their covenants set out in this Lease; and (iii) are not in material default beyond applicable cure periods under Sections 18.01 or 18.02, subject to the rights and remedies available to the Lessor under this Lease, the Lessee and the Condo Corp Lessee shall and may peaceably enjoy and possess the Project Site and the Improvements for the Term, without any interruption or disturbance whatsoever from the Lessor or any other Person lawfully claiming from or under the Lessor, provided however that nothing in this Section 22.01 shall limit the rights of access reserved by the Lessor, or the rights of inspection conferred upon the Lessor, by the terms of this Lease.

22.02 Ownership of Fixtures

The Joint Lessees may confer upon Occupants of the Improvements the right of property in, or the right to remove, fixtures which are Trade Fixtures. The Joint Lessees shall make good or shall cause such Occupants to make good any damage to the Improvements or the Project Site caused by any removal of such Trade Fixtures.

ARTICLE 23
NOTICE

23.01 Notice

Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (in this Section 23.01, a "**Notice**") to be given under or in connection with this Lease shall be in writing and shall be given by personal delivery or by electronic mail addressed or sent as set out below or to such other address or electronic mail address as may from time to time be the subject of a Notice:

(a) Lessor:
University District Trust
405, 3917 University Avenue NW
Calgary, Alberta T3B 6K3

Attention: Gregg Callander, Interim President and CEO
Email: gcallander@ucpg.ca

with a copy to:
McMillan LLP
TD Canada Trust Tower, Suite 1700
421 7th Avenue S.W.
Calgary, Alberta
Canada T2P 4K9

Attention: Craig Harkness
Email: craig.harkness@mcmillan.ca

(b) Lessee:
Rohit Group of Companies
550 91 Street NW
Edmonton, Alberta T6X 0V1

Attention: Michael Dziubina and Adil Kodian
Email: michael.dziubina@rohitgroup.com

(c) Condo Corp Lessee:
Rohit Group of Companies
550 91 Street NW
Edmonton, Alberta T6X 0V1

Attention: Michael Dziubina and Adil Kodian

Email: michael.dziubina@rohitgroup.com

Every Notice shall be deemed to have been validly and effectively given when delivered personally or sent by electronic mail to the then current address for Notices pursuant to this Section 23.01, or if mailed, upon the fifth (5th) Business Day after being mailed. Electronic mail or any electronic communications between the Parties shall not be deemed to have been validly and effectively sent and received unless the sender receives an email from the recipient acknowledging receipt, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Section. Either Party may from time to time by Notice in writing to the other designate another address as the address to which Notices are to be delivered to it, or specify with greater particularity the address and persons to which such Notices are to be mailed and may require that copies of Notices be sent to an agent designated by it.

ARTICLE 24
MISCELLANEOUS

24.01 Obligations of the Lessee and the Condo Corp Lessee

(a) Obligations of the Lessee and the Condo Corp Lessee that arise at any time during the Term that is not within the Condominium Period shall be joint and several.

(b) During the Condominium Period:

(i) the rights of the Lessee granted hereunder and the obligations of the Lessee hereunder shall relate only to the Condominium Units owned by it from time to time and any portion of Common Property for which it has been granted exclusive possession and has been delegated responsibility to care for and maintain such Common Property by the Condominium Corporation pursuant to the provisions of the *Condominium Property Act* (an "**Exclusive Use Area**");

(ii) the rights of the Condo Corp Lessee granted hereunder and the obligations of the Condo Corp Lessee hereunder and the Condominium Corporation following execution of the Condominium Corporation Agreement in each case shall relate only to the Common Property (excepting for the rights and obligations relating to any Exclusive Use Areas which shall remain with the appropriate Lessee pursuant to Section 24.01(b)(i)); and

(iii) the obligations of the Joint Lessees shall be several (with reference to the allocation of liability set forth in Sections 24.01(b)(i) and 24.01(b)(ii)) and neither joint nor joint and several.

24.02 Execution of the Condominium Corporation Agreement

Forthwith upon the registration of the Condominium Plan in the LTO the Lessee and the Condo Corp Lessee shall execute and shall cause the Condominium Corporation to execute the Condominium Corporation Agreement. If the Condominium Corporation fails to execute the

Condominium Corporation Agreement and deliver the same to the Lessor together with a resolution of the Condominium Corporation authorizing the execution of the Condominium Corporation Agreement in accordance with Schedule "B" within five (5) Business Days of the Condominium Registration Date, then the Lessee shall observe and perform all of those covenants, conditions and agreements which the Condominium Corporation would have been bound to observe and perform by the terms of this Lease as Condo Corp Lessee, had the Condominium Corporation Agreement not been executed and delivered as aforesaid, until the Condominium Corporation executes the Condominium Corporation Agreement.

24.03 Condominium Corporation Loss of Right, Power and Authority

If at any time during the Condominium Period, the Condominium Corporation does not have the right, power and authority to observe and perform any of the covenants, conditions and agreements which the Condominium Corporation, as Condo Corp Lessee, is bound to observe and perform, then the Lessee shall observe and perform all of those covenants, conditions and agreements which the Condominium Corporation would have been obligated to observe and perform had the Condominium Corporation such right, power and authority.

24.04 Release from Liability

The Lessor covenants and agrees that the Original Lessee and any assignee of the Original Lessee pursuant to an assignment made in accordance with Section 15.01(a), 15.01(b) or 15.02(a) (but not including any lessee or tenant of the Original Lessee or any other Person claiming under the Original Lessee or any Person to whom a Condominium Unit is assigned, transferred or conveyed under and pursuant to the terms of this Lease), shall be released and discharged from any and all of its liabilities and obligations under the covenants, terms and conditions contained in this Lease in respect of a Condominium Unit upon:

(a) the Substantial Completion of the Building associated with such Condominium Unit or within which such Condominium Unit is located; and

(b) assignment of the subleasehold interest of the Original Lessee and any assignee of the Original Lessee pursuant to an assignment made in accordance with Section 15.01(a), 15.01(b) or 15.02(a) in such Condominium Unit to the first Third Party Purchaser;

provided that an Event of Default shall have not occurred which is then continuing (it being agreed by the Lessor that if an Event of Default is then continuing, the release of the Original Lessee pursuant to this Section 24.04 shall be effective upon such default being cured) and the Original Lessee and the Third Party Purchaser have entered into a Condominium Unit Assignment Agreement.

24.05 Statements by Lessor and Joint Lessees

The Lessor and the Joint Lessees agree that at any time and from time to time upon not less than ten (10) days prior request by the other Party, each will execute, acknowledge and deliver to the other a statement in writing certifying:

(a) that this Lease is unmodified and in full force and effect or if there have been modifications that the same are in full force and effect as modified and identifying the modifications;

(b) the dates to which the Additional Rent has been paid and the request shall specify the Additional Rent in respect of which such information is required; and

(c) that, so far as the maker of the statement knows, without having conducted any searches or made any particular enquiries, the Party who requests the statement is not in default under any provisions of this Lease, or, if in default, the particulars thereof;

which certification shall be provided by the Lessor or the Joint Lessees, as the case may be, on the following conditions:

(i) that neither the Lessor, the Joint Lessees nor the Person signing on behalf thereof be liable for any damage or expense should for any reason, including negligence, the information provided be inaccurate, incomplete or misleading; and

(ii) that should any or all of the information be inaccurate, incomplete or misleading, for any reason, including negligence, the Lessor or the Joint Lessees, as the case may be, shall, as against any Person who may rely on the contents of the certified statement, be able to assert and enforce its full rights in strict accordance with this Lease as if the certified statement had not been signed on behalf of the Lessor or the Joint Lessees, as the case may be, and as if any or all Persons who may rely on the contents of the certified statement had not relied on the contents of the certified statement.

24.06 Time of Essence

Time shall be of the essence of this Lease, save as herein otherwise provided.

24.07 Registration

The Original Lessee and any assignee of the Original Lessee pursuant to an assignment made in accordance with Section 15.01(a) or 15.01(b) shall have the right to register this Lease or register a caveat with respect to this Lease in the LTO against title to the Project Site and to apply to the Registrar of the LTO for a separate leasehold title following such registration. The Original Lessee shall provide particulars of such registration to the Lessor within thirty (30) days of such registration.

24.08 Limitation of Liability

The parties hereto acknowledge that the Lessor Trustee, as the trustee of the Lessor, is entering into this Lease solely in its capacity as trustee on behalf of the Lessor and the obligations of the Lessor hereunder shall not be binding on the Lessor Trustee other than in its capacity as

such, nor shall the obligations be binding upon any beneficiary of the Lessor, such that any recourse against the Lessor, the Lessor Trustee or any beneficiary of the Lessor in any manner in respect of any indebtedness, obligation or liability arising hereunder or arising in connection herewith or from the matters to which this Lease relates, including without limitation, claims based on negligence or otherwise tortious behaviour, shall be limited to, and satisfied only out of, the assets of the Lessor.

[Signature page follows.]

IN WITNESS WHEREOF the Lessor, the Lessee and the Condo Corp Lessee have executed this Lease as of the date first above written.

UNIVERSITY DISTRICT TRUST,
by its trustee UNIVERSITY OF CALGARY PROPERTIES GROUP LTD.

(affix corporate seal)

Per: _____
Name: Gregg Callander
Title: Interim President and CEO

Per: _____
Name: Amanda Wright
Title: Vice President, Finance and Administration

ROHIT AT UNIVERSITY DISTRICT LTD., in its capacity as Lessee

Per: _____
Name:
Title:

Per: _____
Name:
Title:

ROHIT AT UNIVERSITY DISTRICT LTD., in its capacity as Condo Corp Lessee

Per: _____
Name:
Title:

Per: _____
Name:
Title:

IN WITNESS WHEREOF the Lessor, the Lessee and the Condo Corp Lessee have executed this Lease as of the date first above written.

UNIVERSITY DISTRICT TRUST,
by its trustee UNIVERSITY OF CALGARY PROPERTIES GROUP LTD.

Per: _____
Name: James Robertson
Title: President & CEO

Per: _____
Name: Amanda Wright
Title: Vice President, Finance and Administration

ROHIT AT UNIVERSITY DISTRICT LTD., in its capacity as Lessee

Per: _____
Name: Rohit Gupta
Title: Director

ROHIT AT UNIVERSITY DISTRICT LTD. Corporate Seal

Per: _____
Name:
Title:

ROHIT AT UNIVERSITY DISTRICT LTD., in its capacity as Condo Corp Lessee

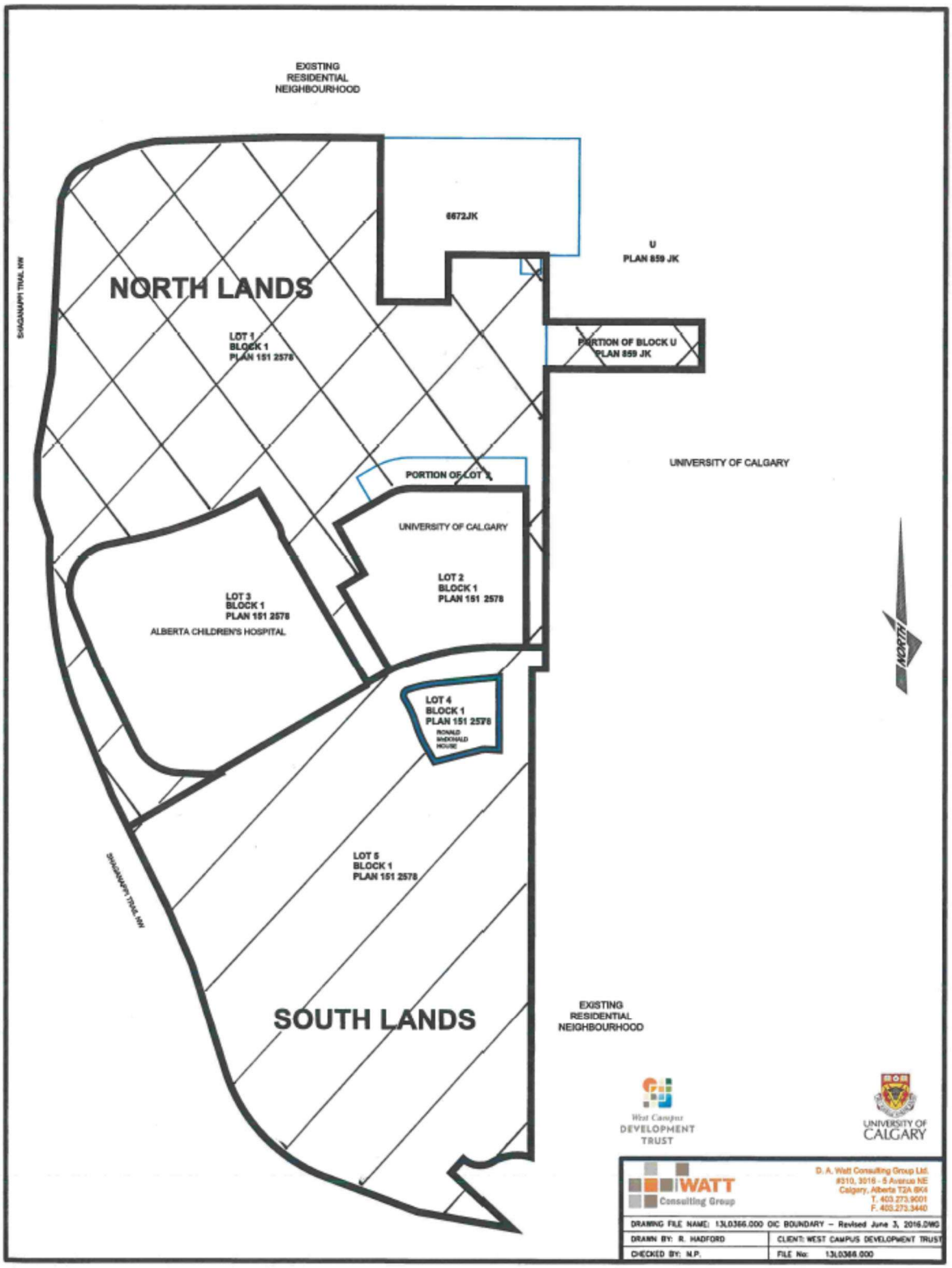
Per: _____
Name: Rohit Gupta
Title: Director

ROHIT AT UNIVERSITY DISTRICT LTD. Corporate Seal

Per: _____
Name:
Title:

SCHEDULE "A"

PART 1 PLAN OF UNIVERSITY DISTRICT



SCHEDULE "A"

PART 2 LEGAL DESCRIPTION OF UNIVERSITY DISTRICT LANDS

PLAN 1512578
BLOCK 1
LOT 1
CONTAINING 38.98 HECTARES (96.32 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
("**Lot 1**")

PLAN 1512578
BLOCK 1
LOT 2
CONTAINING 7.22 HECTARES (17.84 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
("**Lot 2**")

PLAN 6672JK
THE HOUSING SITE CONTAINING 14.63 ACRES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
(the "**Housing Site**")

PLAN CALGARY 859JK
BLOCK "U"
CONTAINING 98.8 HECTARES (244.23) ACRES MORE OR LESS
EXCEPTING THEREOUT

PLAN	NUMBER	HECTARES	(ACRES)
SUBDIVISION	1139JK	0.611	(1.51)
SUBDIVISION	2827JK	5.85	(14.44)
SUBDIVISION	6672JK	0.845	(2.09)
SUBDIVISION	8311001	0.11	(0.27)
ROAD	8610644	1.51	(3.72)
ROAD	9412440	0.506	(1.25)
ROAD	0313064	0.038	(0.09)

EXCEPTING THEREOUT ALL MINES AND MINERALS
("**Block U**")

PLAN 1512578
BLOCK 1
LOT 5
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 34.46 HECTARES (85.15 ACRES) MORE OR LESS
("**Lot 5**")

SCHEDULE "B"
CONDOMINIUM REGISTRATION, CONVERSION, RENEWAL AND PURCHASE OBLIGATIONS

1. **Conversion**

(a) Notwithstanding the provisions of Article 15, provided that an Event of Default has not occurred which is then continuing:

the Lessee, without the consent of the Lessor, may offer for sale the Condominium Units which the Lessee proposes to create by registration of a Condominium Plan in accordance with Section 1(b) of this Schedule "B", and enter into Purchase Agreements, provided that the Original Lessee and any assignee of the Original Lessee pursuant to an assignment made in accordance with Section 15.01(a), 15.01(b) or 15.02(a), has complied with all requirements of the *Condominium Property Act* so far as they pertain to the offer for sale of the proposed Condominium Units (provided however, that where the Original Lessee or any assignee of the Original Lessee pursuant to an assignment made in accordance with Section 15.01(a), 15.01(b) or 15.02(a) proposes to offer for sale more than forty (40%) of the proposed Condominium Units to one Person or to Persons Affiliated with each other, then the prior consent of the Lessor to such Person or Persons must be obtained, which consent may be unreasonably and arbitrarily withheld); and

(i) following the Substantial Completion of a Building, the Lessee, without the consent of the Lessor, may assign, transfer or convey the Condominium Units within such Building created upon the registration of a Condominium Plan in respect of such Building in accordance with Section 1(b) of this Schedule "B", together with any and all of the Condominium Units intended for purposes of residential parking or storage within or associated with such Building, provided that all necessary Authorizations have been obtained in respect of occupancy in respect thereof and the provisions of this Lease shall apply to such assignments, transfers or conveyances (provided however, that where the Original Lessee or any assignee of the Original Lessee pursuant to an assignment made in accordance with Section 15.01(a), 15.01(b) or 15.02(a), proposes to assign, transfer or convey more than forty (40%) of the Condominium Units to one Person or to Persons Affiliated with each other, then the prior consent of the Lessor to such Person or Persons must be obtained, which consent may be unreasonably and arbitrarily withheld).

(b) The Lessee shall prepare or cause to be prepared a Condominium Plan with respect to the Project, as soon as reasonably possible during the construction of the Project, and in any event no later than Substantial Completion of the first Building on the Project Site, in accordance with the provisions of the *Condominium Property Act* and in compliance with the Approved Project Drawings, the Approved

Development Plan, Applicable Laws, any Authorizations, this Lease, the University District Design Guidelines and University District Community Marketing Guidelines. The Lessee shall deliver the Condominium Plan to the Lessor and the Lessor shall, within thirty (30) days of such delivery by the Lessee, deliver to the Lessee its written consent to the registration of the Condominium Plan for filing in the LTO if the Condominium Plan has been prepared in accordance with the *Condominium Property Act* and the Project is being constructed in accordance with this Lease, provided that an Event of Default has not occurred which is then continuing. As soon as reasonably possible after the written consent of the Lessor has been delivered, the Lessee shall submit the Condominium Plan for the registration in the LTO in accordance with the provisions of the *Condominium Property Act*, the *Land Titles Act*, and all other Applicable Laws in respect of the Condominium Plan. The Lessee acknowledges and confirms to the Lessor that it shall be the sole responsibility of the Lessee to comply with the requirements of the *Condominium Property Act*, the *Land Titles Act* and all other Applicable Laws such that the Condominium Plan may be accepted by the Registrar for registration in the LTO, provided that the Lessor shall perform such acts and provide such assurances as may be required to be performed and provided by the Lessee in its capacity as the holder of the leasehold title to the Project Site (pursuant to the Separate Head Lease) in order for the Lessee to do so.

(c) Following Substantial Completion of the Project and during the Condominium Period, the Original Lessee , or and any assignee of the Original Lessee pursuant to an assignment made in accordance with Section 15.01(a), 15.01(b) or 15.02(a), shall use commercially reasonable efforts to (i) assign, transfer or convey the Condominium Units pursuant to Purchase Agreements; and (ii) complete such Purchase Agreements in accordance with the terms thereof.

(d) It is understood and agreed between the Lessor and the Lessee that the registration of the Condominium Plan shall operate as a conversion of this Lease into individual subleases in the name of the Lessee in respect of the interest of the Lessee in each Condominium Unit (including the share of Common Property relating to such Condominium Unit) which is created by the registration of the Condominium Plan, subject to the applicable terms and conditions contained in this Lease. From and after the registration of the Condominium Plan, each Condominium Unit shall be held during all of the unexpired residue of the Term then remaining separately from and independently of each of the other Condominium Units as if each Condominium Unit had been demised to each of the Condominium Owners as lessees in the form of this Lease. For greater certainty, the Lessor covenants and agrees that a default under this Lease beyond applicable cure periods under Sections 18.01 and 18.02 with respect to a Condominium Unit by a Condominium Owner will not constitute a default under this Lease with respect to any other Condominium Unit by any other Condominium Owner or by the Condo Corp Lessee.

(e) The Lessor covenants and agrees with the Lessee that the Lessee shall be released and discharged from any and all of its liabilities and obligations under this Lease

in respect of each Condominium Unit on the date Lessee's leasehold interest in that Condominium Unit is assigned to a Third Party Purchaser of such Condominium Unit, except for any liabilities which have accrued prior to the date of such assignment.

2. **Assignment to Condominium Corporation**

Upon the registration of the Condominium Plan, the Condo Corp Lessee shall assign to the Condominium Corporation all of the rights of the Condo Corp Lessee hereunder and cause the Condominium Corporation to assume all of the obligations of the Condo Corp Lessee hereunder pursuant to the form of assignment and assumption agreement attached as Appendix "I" to this Schedule "B", provided that the Condo Corp Lessee shall be released and discharged from any and all of its liabilities and obligations under this Lease on the effective date of such assignment and assumption, except for any liabilities which have accrued prior to the effective date of such assignment and assumption.

3. **Lessor's Election to Renew**

The following provisions will apply during any Condominium Period, provided that the Lessee's subleasehold interest in all Condominium Units have been assigned to Third Party Purchasers as contemplated in Section 1(e) of this Schedule "B":

(a) At least five (5) years prior to the end of the Term the Lessor must give written notice to each Condominium Owner regarding whether the Lessor elects to renew this Lease with respect to such Condominium Owner's Condominium Unit and the period of such a Renewal Term must be a minimum period of twenty-five (25) years. If the Lessor fails to deliver written notice as to whether it elects to renew this Lease within such time period, the Lessor shall be deemed to have elected to renew the Lease for a term of twenty-five (25) years. The Lessor shall make the same election or be deemed to have made the same election for each Condominium Unit within a Condominium Plan.

(b) Any renewal of this Lease shall be on the same terms and conditions as are herein contained, *mutatis mutandis*, except that the term shall be twenty-five (25) years unless the Lessor elects to renew for a longer period and the Rent shall be determined as follows:

(i) the Base Rent payable by the Lessee during each Renewal Term shall be that share of the then current annual market rental value of the Project Site (excluding the Improvements, as if the Project Site were unimproved), apportioned to the Condominium Unit in the proportion that the most recent assessed value of the Condominium Unit bears to the aggregate of the most recent assessed values of all of the Condominium Units within the Condominium Plan, with such annual sum to be agreed upon in writing by and between the Lessor and the Lessee; provided that, if the Lessor and the Lessee do not agree in writing upon the Base Rent for any Renewal Term at least six (6) months prior to the end of the Term, the Base

Rent for such last mentioned Renewal Term shall be determined by arbitration in accordance with the provisions of Article 20. The Lessee covenants and agrees to pay the Base Rent as so determined for each Renewal Term in twelve (12) monthly instalments in advance, on the first day of each month in each year during each Renewal Term, provided however, that should the date upon and from which such Base Rent first begins to accrue be a date other than the first day of a month, such Base Rent shall be apportioned accordingly as to the first and last months of the Renewal Term;

(ii) if the annual Base Rent at any time payable under any renewal of this Lease is subject to a revision which is dependent upon a determination to be made pursuant to the provisions of this subsection (ii) but which has not been made, and if consequently, the amount of the revision of the Base Rent cannot be ascertained within the time limited herein, the Lessee shall, pending the making of the computation, continue to pay monthly instalments calculated at one-twelfth (1/12) of the Base Rent payable in the last year of the Term or any subsequent renewal thereof, as the case may be. When the revised annual Base Rent has been ascertained, the Lessee shall pay to the Lessor the amount, if any, by which the monthly instalments of the revised annual Base Rent payable prior to the date of such determination exceeds the amount actually paid during such Renewal Term until the date of such determination, and the final determination of the revised annual Base Rent, together with interest at the rate of three percent (3%) per annum above the Prime Rate on such excess amount or the Lessor shall credit the Lessee against future instalments of annual Base Rent with any overpayment, together with interest at the rate of three percent (3%) per annum above the Prime Rate on such overpayment. When the revised annual Base Rent has been ascertained, the Lessee shall receive a credit against its obligation to Rent hereunder equal to the amount, if any, by which the monthly instalments of the revised annual Base Rent payable prior to the date of such determination are less than the amount actually paid during such Renewal Term until the date of such determination.

(c) When the Base Rent has been determined (by agreement or pursuant to Article 20) for any renewal of this Lease hereunder the Lessor shall prepare, execute and deliver to the Lessee not less than three (3) copies of any amendment of this Lease in a form acceptable for registration in the LTO and the Lessee shall execute such amendment, attend to the registration thereof and deliver an executed copy of the same to the Lessor with particulars of registration in the LTO endorsed thereon. All fees for the registration of the renewal of this Lease in the LTO will be borne by the Lessee.

4. **Lessor's Obligation to Purchase**

The following provisions shall apply during any Condominium Period, provided that the Lessee's subleasehold interest in all Condominium Units have been assigned to Third Party Purchasers pursuant to Section 1(e) of this Schedule "B":

(a) Upon the expiration of the Term (other than when the Term comes to an end as a result of a termination of this Lease pursuant to Article 17 and Article 18), the Lessor shall purchase the Condominium Owners' interests in the Condominium Units which have been assigned to Third Party Purchasers. The purchase price of a Condominium Owner's interest in its Condominium Unit shall be its fair market value, as agreed between the Lessor and each Condominium Owner, and evaluated as if this Lease did not expire (the "**Condominium Purchase Price**"). If the Lessor and the Condominium Owner cannot agree upon the Condominium Purchase Price of the Condominium Owner's interest in the Condominium Unit at least sixty (60) days (or such extended period as the parties may mutually agree upon) prior to the expiration of the Term as aforesaid then the Condominium Purchase Price shall be the fair market value of the Condominium Owner's interest in the Condominium Unit as determined in accordance with the dispute resolution process set forth in Article 20 of this Lease. For the purposes of determining such fair market value the Condominium Owner's interest in the Condominium Unit shall be determined:

(i) on the basis that the Condominium Owner's interest in the Condominium Unit consists only of that part of the Project comprising the Condominium Unit and its interest in the Improvements on the Common Property related thereto, with no value being attributable to the Project Site;

(ii) on the basis that the Condominium Unit and such Common Property is free of all liens, charges and financial encumbrances; and

(iii) on the basis that the Project Site may be used only for the purposes set forth in this Lease, and the Condominium Purchase Price shall be calculated as of the date of expiration of this Lease.

(b) The purchase price of the Condominium Owner's interest in the Condominium Unit shall be paid less any amounts owing to the Lessor by the Condominium Owner and any other normal adjustments not later than thirty (30) days after the Condominium Purchase Price shall have been determined pursuant hereto (either by agreement or pursuant to Article 20) and in exchange for which the Condominium Owner shall deliver without cost to the Lessor a deed of surrender and conveyance of the Condominium Owner's interest in the Condominium Unit in a form acceptable to the Lessor and such as to effectively surrender and convey to the Lessor all of the interest, right and title of the Condominium Owner free of all liens, charges and encumbrances in the Condominium Unit together with vacant possession of the Condominium Unit.

APPENDIX "I"
CONDOMINIUM CORPORATION AGREEMENT

[See attached]

CONDOMINIUM CORPORATION AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, ___.

AMONG:

[Developer •], in its capacity as Lessee (the "**Lessee**")

- and –

[•], in its capacity as Condo Corp Lessee (the "**Condo Corp Lessee**")

- and –

[•] (the "**Condominium Corporation**")

- and –

UNIVERSITY DISTRICT TRUST, by its trustee UNIVERSITY OF CALGARY PROPERTIES GROUP LTD. (the "**Lessor**")

WHEREAS the Lessor, the Lessee and the Condo Corp Lessee entered into a residential lease agreement dated [•] with respect to certain lands within the University District Lands (the "**Residential Lease**");

AND WHEREAS the Lessee has registered Condominium Plan • in the LTO;

AND WHEREAS, pursuant to the Residential Lease, upon the registration of a Condominium Plan the Condo Corp Lessee is required to cause the Condominium Corporation to assume all of the obligations of the Condo Corp Lessee under the Residential Lease and to assign to the Condominium Corporation all of the rights of the Condo Corp Lessee under the Residential Lease;

NOW THEREFORE THIS ASSIGNMENT WITNESSETH that in consideration of these presents and other good and valuable consideration paid by each party to the others hereunder, the receipt and adequacy of which is hereby acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. **Definitions.** All capitalized terms used herein (including in the recitals) and not otherwise defined shall have the respective meanings ascribed thereto in the Residential Lease.

2. **Assignment.** The Condo Corp Lessee, as of • (the "**Effective Date**"), hereby absolutely grants, sells, assigns and transfers to the Condominium Corporation all of the rights of the Condo Corp Lessee under the Residential Lease and all of the benefits and advantages

to be derived therefrom and all covenants and agreements in connection therewith in respect of the period on and after Effective Date (the "**Assigned Interest**"), to have and to hold the Assigned Interest unto the Condominium Corporation and its successors and permitted assigns.

3. **Assumption.** The Condominium Corporation hereby assumes all of the covenants and obligations of the Condo Corp Lessee under the Residential Lease in respect of the period on and after the Effective Date and the Condominium Corporation hereby covenants and agrees with the Condo Corp Lessee, the Lessee and the Lessor that it shall be liable to the Lessor for the observance, performance and fulfillment of each and every covenant, agreement, term, obligation, condition and stipulation on the part of the Condo Corp Lessee in respect of the period on and after the Effective Date, to the same effect as if the Condominium Corporation were a party to the Residential Lease in the place and stead of the Condo Corp Lessee.

4. **Indemnification and Release of the Lessee.** The Condominium Corporation hereby covenants with the Condo Corp Lessee to save harmless the Condo Corp Lessee from and against any liability in connection with the terms, covenants and conditions contained in the Residential Lease which the Condo Corp Lessee has agreed to observe, keep and perform hereunder. The Lessor hereby acknowledges and agrees that the Condo Corp Lessee shall be released and discharged from any and all of its liabilities and obligations under the Residential Lease in respect of the liabilities and obligations of the Condo Corp Lessee as and from the Effective Date, except for any liabilities and obligations which have accrued prior to the Effective Date.

5. **Governing Law.** This agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

6. **Counterparts.** This agreement may be signed in counterparts and delivered by facsimile transmission and each of which when taken together shall be binding on the parties hereto.

7. **Headings.** The headings contained in this agreement are for convenience of reference only and shall not affect the construction or interpretation hereof.

8. **Successors and Assigns.** All covenants, agreements, conditions and obligations contained in this agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the parties hereto.

9. **Further Assurances.** Each of the parties hereto covenants and agrees from time to time and at all times hereafter to do and perform such acts and things and to execute all such deeds, documents and writings and give all such further assurances as may reasonably be required to give effect to the intention of this agreement.

10. **Conflict.** If there is any conflict or inconsistency between any term or provision of this agreement and any term or provision of the Residential Lease, the terms and provisions of the Residential Lease shall prevail to the extent of such conflict or inconsistency.

11. **Limitation of Liability.** Neither University of Calgary Properties Group Ltd., as the trustee of the Lessor, nor any of its directors, officers, employees, or agents shall be held to any personal liability, nor shall resort be had to the property or assets of the University of Calgary Properties Group Ltd. nor any of its directors, officers, employees, or agents, nor to any other property or assets of any other trust for which University of Calgary Properties Group Ltd. acts as trustee, for satisfaction of any obligation or claim arising out of or in connection with any contract or other obligation of the Lessor, but the assets of the Lessor only shall be liable for the payment, performance or satisfaction of any liability or obligation of the Lessor or the University of Calgary Properties Group Ltd. hereunder and subject to levy or execution.

[Signature Page follows]

IN WITNESS WHEREOF the parties have hereunto affixed their names by their proper officers as of the date first above written.

[DEVELOPER] in its capacity as Lessee

By: _____
Name:
Title:

By: _____
Name:
Title:

[DEVELOPER] in its capacity as Condo Corp Lessee

By: _____
Name:
Title:

By: _____
Name:
Title:

THE OWNERS: CONDOMINIUM PLAN NO. •

By: _____
Name:
Title:

By: _____
Name:
Title:

UNIVERSITY DISTRICT TRUST, by its trustee
UNIVERSITY OF CALGARY PROPERTIES GROUP LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE "C"
HEAD LESSOR'S NON-DISTURBANCE AGREEMENT

[See attached]

NON-DISTURBANCE AGREEMENT – PROJECT SITE

THIS AGREEMENT made effective as of the _____ day of _____, 202[•]

AMONG

THE GOVERNORS OF THE UNIVERSITY OF CALGARY
(the "**Head Lessor**")

- and –

[•], in its capacity as Lessee under the Residential Lease (the "**Lessee**")

- and –

[•], in its capacity as Condo Corp Lessee under the Residential Lease (the "**Condo Corp Lessee**")

WHEREAS by a project site separate lease agreement dated as of _____, 202[•] between the Head Lessor and the Lessor (as may be amended from time to time, the "**Separate Head Lease**"), the Head Lessor leased to the Lessor, as tenant, the Project Site (in this Agreement, the "**Subleased Premises**"), upon the terms and conditions set forth in the Separate Head Lease;

AND WHEREAS the Lessor, the Lessee and the Condo Corp Lessee have entered into a residential lease agreement (as may be modified or amended from time to time in accordance with Section 8 hereof, the "**Residential Lease**") dated the ____ day of _____, 202[•] pursuant to which the Lessor agreed to sublet to the Lessee the Subleased Premises and the Condo Corp Lessee assumed certain obligations relating to the Subleased Premises under the Residential Lease;

AND WHEREAS the Separate Head Lease contains certain provisions allowing the Head Lessor to re-enter and take possession of the Subleased Premises;

AND WHEREAS the Head Lessor is obligated to execute and deliver non-disturbance agreements in favour of sublessees of the Lessor pursuant to the provisions of the Separate Head Lease;

AND WHEREAS this Non-Disturbance Agreement is entered into at the request of the Lessee and the Condo Corp Lessee (collectively, the "**Joint Lessees**");

NOW THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements set forth in this Non-Disturbance Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

1. All capitalized words and phrases not otherwise defined herein have the meanings ascribed thereto in the Separate Head Lease.

2. Upon the Head Lessor terminating the Separate Head Lease, the Joint Lessees agree that, upon written demand of the Head Lessor they will, and do hereby agree to attorn to the Head Lessor as sublessor under the Residential Lease subject to the terms and conditions specified herein.

3. Upon the Head Lessor terminating the Separate Head Lease, but subject always to the Joint Lessees complying with their obligations pursuant to Section 2 hereof, and provided that the Joint Lessees are not then in material default under the Residential Lease beyond any applicable cure periods and subject to the other provisions of this Non-Disturbance Agreement, the Head Lessor will accept and acknowledge the attornment of the Joint Lessees under the Residential Lease and permit the Joint Lessees to continue in quiet possession of the Subleased Premises under the Residential Lease throughout the remainder of the term of the Residential Lease and any renewals thereof, without interruption or disturbance from the Head Lessor or any person claiming by, through or under the Head Lessor, subject to the following:

   (a) the Head Lessor shall not be or become liable to remedy any default of the Lessor under the Residential Lease which occurs or arises prior to the termination of the Separate Head Lease and the attornment by the Joint Lessees to the Head Lessor pursuant to Section 2 hereof;

   (b) the Head Lessor shall not be or become liable for any breach of any representation or warranty given by the Lessor in respect of the Subleased Premises;

   (c) the attornment of the Joint Lessees to the Head Lessor shall be in respect of the Residential Lease and, except as set out in Section 8 hereof, the Head Lessor shall not be required to acknowledge nor shall the Head Lessor be bound by any modifications or amendments to the Residential Lease made between the date of execution of this Non-Disturbance Agreement and the date of termination of the Separate Head Lease, and the Joint Lessees shall be bound to the Head Lessor as sublessor under the Residential Lease as if such modifications or amendments to the Residential Lease which have not been approved by the Head Lessor pursuant to Section 8 hereof had not been made; and

   (d) the Head Lessor shall not be required to acknowledge any deposit by way of security or otherwise given by the Joint Lessees to the Lessor in respect of any obligations of the Joint Lessees arising during the period of time after the attornment of the Joint Lessees to the Head Lessor as sublessor under the Residential Lease, except to the extent that such deposit or other security shall have been paid to the Head Lessor and accepted by the Head Lessor as sublessor under the Residential Lease.

4. Save and except as hereinafter provided, from and including the date the Joint Lessees attorn to the Head Lessor as sublessor under the Residential Lease, the Head Lessor will be bound as sublessor under the terms and conditions of the Residential Lease and shall satisfy, fulfill and perform the obligations of the part of the sublessor thereunder; provided that the Head Lessor shall not be or become liable to remedy any default by the Lessor under the Residential Lease which occurs or arises prior to the termination of the Separate Head Lease and the attornment by the Joint Lessees to the Head Lessor.

5. The Joint Lessees represent and warrant that, as at the date of this Non-Disturbance Agreement:

   (a) the Residential Lease has been duly executed and delivered by the Joint Lessees;

   (b) the Residential Lease constitutes the whole of the legal relationship between the Joint Lessees and the Lessor in relation to the subletting of the Subleased Premises;

   (c) the Joint Lessees are not in material default of their covenants or obligations under the Residential Lease and no notice of default has been served on the Joint Lessees in respect of any outstanding claim by the Lessor or the Head Lessor; and

   (d) the Residential Lease has not been modified or amended.

6. The Head Lessor represents and warrants that as of the date of this Non-Disturbance Agreement, the Separate Head Lease is unmodified and, at the date hereof, valid and in full force and effect or if there have been modifications, that the same are valid and in full force and effect as modified.

7. The Joint Lessees acknowledge that the Head Lessor is relying upon the Joint Lessees' representations and warranties set out in Section 5 hereof and will forthwith provide notice to the Head Lessor if any of the representations or warranties are no longer true together with sufficient details giving rise to matters affecting the veracity of the representations and warranties set out in Section 5 hereof.

8. The Head Lessor shall acknowledge (either by a separate written instrument or by an amendment to this Non-Disturbance Agreement or by a new non-disturbance agreement) and upon attornment by the Joint Lessees shall be bound by modifications of or amendments to the Residential Lease made between the date of execution of this Non-Disturbance Agreement and the date of termination of the Separate Head Lease, provided that:

   (a) a fully executed copy of such modifications or amendments has been provided to the Head Lessor;

   (b) the Residential Lease as modified or amended complies with Sections 16.02(a) to and including 16.02(c) of the Separate Head Lease; the Head Lessor acknowledges that the Lease currently complies with Sections 16.02(a) to and including 16.02(c) of the Separate Head Lease; and

(c) such modifications or amendments are acceptable to the Head Lessor, acting reasonably.

9. The rights under this Non-Disturbance Agreement shall not, in any way, alter, affect or prejudice any of the rights or remedies available to the Head Lessor against the Lessor.

10. The Joint Lessees may not assign this Non-Disturbance Agreement in whole or in part except to an assignee pursuant to an assignment of the Joint Lessees' interest under the Residential Lease which is permitted pursuant to the Residential Lease. The Joint Lessees agree that they will not assign the Residential Lease in whole or in part without requiring such assignee to agree with the Joint Lessees and the Head Lessor to assume and to perform all of the Joint Lessees' covenants, obligations and agreements under this Non-Disturbance Agreement in the same manner and to the same extent as if originally named as a party to this Non-Disturbance Agreement. An assignee to whom the Joint Lessees have assigned this Non-Disturbance Agreement and the Residential Lease and who has agreed to assume and to perform all of the Joint Lessees' covenants, obligations and agreements under this Non-Disturbance Agreement as set out in this Section 10 is a permitted assignee for the purposes of Section 12 hereof. The Joint Lessees shall forthwith provide to the Head Lessor an executed copy of any assignment of the Residential Lease and of any assignment of this Non-Disturbance Agreement. The Joint Lessees shall not otherwise assign this Non-Disturbance Agreement under any circumstances and any such purported assignment of this Non-Disturbance Agreement by the Joint Lessees shall be void.

11. The Head Lessor covenants and agrees with the Joint Lessees that it shall not sell, mortgage or otherwise dispose of the Subleased Premises or the Improvements or any part or parts thereof except to a purchaser or mortgagee which shall, before such sale, mortgage or disposition, enter into an agreement with the Joint Lessees pursuant to which such purchaser assumes, or such mortgagee agrees to assume upon any realization of its mortgage of the Subleased Premises, the obligations of the Head Lessor under this Non-Disturbance Agreement.

12. It is agreed between the parties hereto that every covenant, proviso and agreement herein shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

13. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect its right thereafter to enforce such provision, nor shall the waiver by either party of any breach of any covenant, condition or proviso hereof be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.

14. Time is of the essence of this Non-Disturbance Agreement.

15. Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (in this Section 15, a "Notice") to be given under or in connection with this Non-Disturbance Agreement shall be in writing and shall be given by personal

delivery or electronic transmission addressed or sent as set out below or to such other address or electronic mail address as may from time to time be the subject of a Notice:

Head Lessor:	University of Calgary AD100, 2500 University Drive NW Calgary, Alberta T2N 1N4	
	Attention:	[•]
	Email:	[•]
with a copy to:	University of Calgary Legal Services, Administration Building 2500 University Drive NW Calgary, Alberta T2N 1N4	
	Attention:	Jacqueline Lacasse, Associate Vice-President (Labour Relations)
	Email:	[•]
Lessee:	[•]	
	Attention:	[•]
	Email:	[•]
Condo Corp Lessee	[•]	
	Attention:	[•]
	Email:	[•]

Any Notice shall be deemed to have been validly and effectively given and received on the date it was personally delivered to the current address for Notices pursuant to this Section 15 or on the date it was received at the then current electronic mail address for Notices pursuant to this Section 15, if sent by electronic transmission.

16. This Non-Disturbance Agreement may be executed and delivered in counterpart and all such counterparts taken together shall constitute one and the same instrument. This Non-Disturbance Agreement may be executed and delivered by electronic transmission of a pdf file.

17. If any provision of this Non-Disturbance Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Non-Disturbance Agreement and the remaining provisions will remain in full force and effect.

18. This Non-Disturbance Agreement is governed by, and will be interpreted and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.

[Signature page follows.]

IN WITNESS WHEREOF the Head Lessor, the Lessee and the Condo Corp Lessee have executed this Non-Disturbance Agreement as of the date first written above.

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[•], in its capacity as Lessee

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[•], in its capacity as Condo Corp Lessee

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE "D"
INSURANCE

1. Insurance – During Construction

During construction on a Project Site, the Condo Corp Lessee must provide and maintain or cause to be provided and maintained, at no expense to the Lessor, the following types of insurance with respect to the construction of Improvements on the Project Site:

(a) "All Risks" Course of Construction - This policy will cover loss or damage to all property located on the site of the Improvements and used in the construction of the Improvements, excluding equipment owned or leased by any consultants, subconsultants, contractors or subcontractors of any tier, but including (i) temporary works; (ii) construction buildings and supplies; (iii) property that becomes part of the completed Improvements; and (iv) property while awaiting tests and during testing and commissioning and will contain a waiver of subrogation in favour of the insureds.

This policy will be written with a limit of the full insurable value of the Project subject to sublimits applicable to property in transit within North America or while temporarily stored at offsite locations in North America.

This insurance shall be maintained continuously from the commencement of the construction of any Improvements on the Project Site until the date of Substantial Completion of the construction of such Improvements or until property insurance for such Improvements is put into effect pursuant to the provisions of Sections 1 or 2 of this Schedule "D", whichever is later.

(b) Construction Wrap-up Liability - This policy will have a limit of liability of not less than ten million dollars ($10,000,000) per occurrence and, with respect to products and completed operations, not less than ten million dollars ($10,000,000) annually in the aggregate for the duration of the construction of the Project. The Condo Corp Lessee shall provide written notice to the Lessor, with sufficient details, of the proposed Improvements to be constructed by the Lessee. The Lessor may require a higher minimum policy limit during construction of an Improvement, if the Lessor, having regard to the location of the proposed Improvement, the timing and methods to be used to construct the proposed Improvement and any other matters a prudent landlord, in similar circumstances, would be reasonably likely to consider, deems that the risk is higher for the construction of such Improvement and shall notify the Condo Corp Lessee of the required minimum policy limit within ten (10) Business Days of receipt of the written notice from the Condo Corp Lessee. The policy will cover activities relating directly to the Improvements and shall include, but not be limited to, coverage for the following: (i) premises and operations; (ii) bodily injury, including death, personal injury and property damage, including loss of use thereof, arising out of any operations in connection with the construction of the Improvements; (iii) broad form property damage; (iv) owner's and contractor's protective liability; (v) products and completed

operations, including an extension of 36 months following the date of Substantial Completion of the construction of such Improvements; (vi) blanket written contractual liability; (vii) contractors, sub-contractors, project and construction managers, architects, engineers and consultants (excluding professional liability) as additional insureds; (viii) employees as additional insureds; (ix) non-owned automobile; and (x) on-hook liability if the construction of the Improvements involves the mechanical hoisting of objects, materials or equipment; and will contain a cross liability and severability of interest clause. It is understood and agreed that the Lessor will not waive subrogation for any loss or damage to the Lessor's property and therefor the insurance described in this Section 1(b) of this Schedule "D" is required to respond to the Lessor's damaged property as though the Lessor were a third party.

The Lessor shall be included as an additional insured under the construction wrap-up liability insurance required by Section 1(b) and as a loss payee as its interest may appear under the "all risks" course of construction insurance required by Section 1(a) of this Schedule "D". The proceeds of insurance which may become payable under any policy of property insurance effected pursuant to this Section 1 of this Schedule "D" shall be payable to the Lessor, the Lessee or any Leasehold Mortgagee as their interests may appear, or, if an Insurance Trustee has been appointed pursuant to Section 14 of this Schedule "D", to the order of the Insurance Trustee, and shall be available to finance repair, reconstruction and replacement.

(c) Professional Liability Insurance – This policy will have a limit of liability of not less than five million dollars ($5,000,000) per occurrence. The Lessor may require a higher minimum policy limit for any Lessee during construction of any Improvements, if it deems that the risk is higher for the construction of a particular Improvement. This policy will cover all professional consultants or sub-consultants and their activities relating to the construction of the Improvements.

(d) Contractors Pollution Liability Insurance

With respect to deductibles related to any losses incurred for insurance provided pursuant to this Section 1 of this Schedule "D", such deductibles and related costs shall not be at the cost of the Lessor.

The policies described in this Section 1 of this Schedule "D" will be placed and maintained with financially responsible insurers licensed in the Province of Alberta with an A.M. Best rating of not less than A- and will contain further terms and conditions as determined by the Lessor in its sole discretion.

2. Insurance - Following Construction

At all times during the Term, other than during construction of any Improvements on the Project Site (during which the insurance requirements of Section 1 of this Schedule "D" will apply), the Condo Corp Lessee must provide and maintain or cause to be provided and

maintained, at no expense to the Lessor, the following insurance with respect to the Improvements and the Project Site, which will be placed with financially responsible insurers licensed in the Province of Alberta with an A.M. Best rating of not less than A-:

(a) Property Insurance – covering the full replacement value of the Improvements.

(b) Boiler and Machinery Insurance - protecting the Lessor and the Condo Corp Lessee during the Term in respect of all boilers and such other pressure vessels, water heaters and similar equipment including, without limitation, associated piping. Such insurance shall include coverage for loss or damage caused by rupture of steam pipes.

3. Commercial General Liability

At all times during the Term (whether during the construction of Improvements or otherwise), the Condo Corp Lessee shall provide and maintain commercial general liability insurance with respect to the Project Site and the Improvements. Such insurance will be placed with financially responsible insurers licensed in the Province of Alberta with an A.M. Best rating of not less than A-. This insurance shall include coverage for claims for bodily injury (including death), personal injury and property damage (including, without limitation, claims for consequential loss and loss of use), arising out of the use and occupation of the Project Site and the Improvements. Such insurance shall list the Lessor as a named insured and the other Lessor's Indemnified Parties as additional insureds. This policy shall include limits of not less than ten million dollars ($10,000,000) per occurrence or such other limits which are requested by the Lessor from time to time. Such insurance shall be at no expense to the Lessor.

4. Environmental Liability Insurance

Commencing with the first construction of Improvements on the Project Site and at all times thereafter, the Condo Corp Lessee shall provide and maintain environmental liability insurance with respect to the Project Site and the Improvements. Such insurance will be placed with financially responsible insurers licensed in the Province of Alberta with an A.M. Best rating of not less than A-. This insurance shall include, but is not limited to, coverage for claims for environmental and pollution legal liability and remediation costs (including claims for consequential loss and loss of use), arising out of the use and occupation of the Project Site and the Improvements. Such insurance shall list the Lessor's Indemnified Parties as additional insureds and include limits of not less than five million dollars ($5,000,000) per occurrence or such other limits which are requested by the Lessor from time to time. Such insurance shall be at no expense to the Lessor.

5. Deductible Amounts

Any of the policies of insurance referred to in Sections 1, 2, 3 and 4 of this Schedule "D" may, with the approval of the Lessor, which approval shall not be unreasonably withheld or delayed, provide that the amount payable in the event of any loss shall be reduced by a deductible amount, such amount to be designated by the Condo Corp Lessee and approved by the Lessor, such approval not to be unreasonably withheld or delayed, and the Condo Corp Lessee shall be

a co-insurer to the extent of the amount so deducted from the insurance monies paid in the event of any loss, and such amount shall for the purpose of Section 9, be included as part of the insurance monies payable and paid.

6. Co-Insurance Clauses

If any of the policies of insurance referred to in Section 2(a) and 2(b) of Schedule "D" shall contain any co-insurance clauses, the Condo Corp Lessee shall maintain at all times a sufficient amount of insurance to meet the requirements of such co-insurance clause so as to prevent the Lessor or the Condo Corp Lessee from becoming a co-insurer under the terms of such policy or policies and to permit full recovery in the event of loss.

7. Identity of Insured and Subrogation

Any and all policies of insurance referred to in this Schedule "D" shall contain a provision or shall bear an endorsement that includes:

(a) a waiver of subrogation clause to the effect that any release from liability entered into by the Condo Corp Lessee prior to any loss, shall not affect the right of the Lessor or the Leasehold Mortgagee to recover;

(b) confirmation that the insurer will not cancel such policy or make any material reduction in coverage without first giving the Lessor and the Leasehold Mortgagee at least sixty (60) days' notice in writing of its intention to cancel or materially reduce the coverage; and

(c) confirmation that the insurer will provide the Lessor and the Leasehold Mortgagee notice of any change of the coverage within sixty (60) days of such change.

8. Release of Lessor's Indemnified Parties

The Joint Lessees hereby release the Lessor's Indemnified Parties from any and all liability for loss or damage caused by any of the perils against which the Joint Lessees shall have insured or pursuant to the terms of this Lease are obligated to insure, including the Project Site and the Improvements, or any part or parts thereof, and the Joint Lessees hereby covenants to indemnify, defend and save harmless the Lessor's Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, reasonable legal costs on a solicitor and their own client basis), charges, expenses, claims and demands of any nature whatsoever relating to such loss or damage. The indemnity in this Section 9 of Schedule "D" shall survive any termination or expiration of this Lease.

9. Payment of Loss Under Insurance Policies

(a) The proceeds of insurance which may become payable under any policy of property insurance or boiler and machinery insurance effected pursuant to Sections 1 or 2 of this Schedule "D" shall be paid to the order of the Lessor, the

Lessee, the Condo Corp Lessee and any Leasehold Mortgagee, as their respective interests may appear.

(b) Subject to Article 9 of this Lease, the Lessor and the Condo Corp Lessee agree that the Leasehold Mortgagee shall use such insurance monies for the repair, reconstruction or replacement of the loss or damage in respect of which such insurance monies are payable hereunder against certificates of the Architect engaged by the Condo Corp Lessee or such other Person as the Lessor and the Condo Corp Lessee may agree upon who is in charge of such repair, reconstruction or replacement. Should the Condo Corp Lessee fail to effect the repair, reconstruction or replacement of the loss or damage in respect of which the insurance monies are payable, without unreasonable delay, the Lessor shall be entitled to effect such repair, reconstruction or replacement and the Leasehold Mortgagee shall pay or cause to be paid to the Lessor such insurance monies in the same manner as the Leasehold Mortgagee would have done had the Lessee effected such repair, reconstruction or replacement.

10. Workers' Compensation Coverage and *Occupational Health and Safety Act*

At all times during the Term, the Joint Lessees shall at their own expense provide and maintain or cause its contractor or contractors to provide and maintain and pay for, full workers' compensation coverage in respect of all workers, employees, servants and others engaged in or upon any work on the Project Site or the Improvements. The Joint Lessees shall immediately notify the Lessor of any dispute involving third parties which may arise in connection with the obtaining and maintaining of workers' compensation coverage required hereby if such dispute results in the requisite coverage not being in place, and the Joint Lessees shall take all reasonable steps to ensure the resolution of such dispute forthwith. At all times the Joint Lessees shall indemnify, defend and save harmless the Lessor's Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, reasonable legal costs on a solicitor and their own client basis), charges, expenses, claims and demands of any nature whatsoever which the Lessor may incur or suffer as a result of any default by the Joint Lessees of its obligations under this Section 10 to Schedule "D". The indemnity in this Section 10 to Schedule "D" shall survive any termination or expiration of this Lease. The Joint Lessees shall further ensure that no amount of such workers' compensation coverage is left unpaid so as to create a lien on the Project Site or the Improvements. If the workers' compensation coverage required by this Section 10 to Schedule "D" is not in place prior to commencement of construction of the Improvements the Lessor shall be entitled to have recourse to the remedies of the Lessor specified in this Lease or at law or in equity.

The Joint Lessees acknowledge that either they, or their contractors, shall be the prime contractor for the purposes of the *Occupational Health and Safety Act* (Alberta) as the same may be amended from time to time and any successor legislation in respect thereof.

11. Payment of Insurance Premiums

The Joint Lessees, through the Condo Corp Lessee, shall pay or cause to be paid all of the premiums under the policies of insurance referred to in this Schedule "D" as they become due

and payable and in default of payment by the Joint Lessees, the Lessor may pay the same and add the amount so paid to the Additional Rent with all rights of distress and otherwise as reserved to the Lessor in respect of Additional Rent as Rent in arrears.

12. Copies of Insurance Policies

The Joint Lessees, through the Condo Corp Lessee, shall upon the Commencement Date and annually thereafter provide the Lessor with certificates of insurance evidencing the insurance required under in Sections 1, 2, 3 and 4 of this Schedule "D". The Joint Lessees shall provide, upon the Lessor's request, certified true copies of any or all policies of insurance referred to in this Schedule "D", accompanied by evidence satisfactory to the Lessor that the premiums thereon have been paid.

13. Insurance May be Maintained by Lessor

The Joint Lessees agree that should the Joint Lessees at any time during the Term fail to insure or keep insured the Improvements against risks of loss or damage as required in accordance with this Schedule "D", or fail to maintain liability insurance against claims for injury, death or property damage or loss as required in accordance with this Schedule "D", then in any of such events, the Lessor, although not obliged to do so, may obtain and maintain such insurance in such amount or amounts with such deductible amounts and for such period or periods of time as the Lessor deems advisable or the Lessor may put in place an owner controlled insurance program in such amount or amounts with such deductible amounts and for such period or periods of time as the Lessor deems advisable.

In the event the Lessor pays for, or obtains and maintains any insurance pursuant to this Section 13 of this Schedule "D":

(a) the Joint Lessees shall pay to the Lessor, as Additional Rent, the costs of obtaining and maintaining such insurance within thirty (30) days after receipt of any invoice from the Lessor;

(b) the Lessor shall submit to the Condo Corp Lessee a properly documented certificate of insurance evidencing such insurance;

(c) the Lessor shall provide, upon request of the Condo Corp Lessee, copies of such insurance to the Condo Corp Lessee; and

(d) such insurance shall name the Lessor and the Condo Corp Lessee as named insureds and any Leasehold Mortgagee as an additional insured, as their interests may appear.

14. Appointment of Insurance Trustee

(a) At any time during the Term, either the Condo Corp Lessee or the Lessor may designate an insurance trustee ("**Insurance Trustee**") by notice to the other Party and such other Party (acting reasonably) shall either approve or disapprove of the Insurance Trustee so designated within thirty (30) days of such notice. In the event

that the other Party shall not give notice to the Party designating the Insurance Trustee disapproving the Insurance Trustee so designated within such period of thirty (30) days, the other Party shall be conclusively deemed to have approved such Insurance Trustee. If such notice of disapproval is given by the other Party to the Party designating the Insurance Trustee within such thirty (30) day period, the Party designating the Insurance Trustee may designate another Insurance Trustee and the procedure of approval shall again apply. In any event, the designation of the Insurance Trustee shall also be subject to the approval of the insurers then providing the policies of insurance set forth in this Schedule "D". Upon an Insurance Trustee being appointed pursuant to this Section 14, the Head Lessor, the Lessor, the Lessee, the Insurance Trustee, and any Leasehold Mortgagee shall enter into an insurance trust agreement ("**Insurance Trust Agreement**") consistent with Sections 15 and 16 of this Schedule "D".

(b) In the event that an insurance trustee has been appointed pursuant to the Separate Head Lease, such insurance trustee shall be appointed as the Insurance Trustee for the purposes of this Lease and the Insurance Trust Agreement, so long as such appointment is approved by the insurers then providing the policies of insurance set forth in this Schedule "D".

15. Loss Payable

(a) If an Insurance Trustee has been appointed pursuant to Section 14 of this Schedule "D", the Joint Lessees shall cause any and all policies of insurance provided for in Sections 1 and 2 of this Schedule "D" to be written in the joint names of the Head Lessor, the Lessor and any Leasehold Mortgagee which may require to be so named with loss payable in respect of any damage or destruction of the property of the insureds thereunder to the Insurance Trustee, subject always to the disposition of such proceeds in accordance with the provisions of this Section 15 of Schedule "D".

(b) If an Insurance Trustee has been appointed pursuant to Section 14 of this Schedule "D", the Lessor and the Joint Lessees will cause the insurance monies payable in respect of any damage or destruction of such property to be payable to the Insurance Trustee and will deal with the policies of insurance in such a manner as to enable such insurance monies to be collected by the Insurance Trustee, and from time to time will do, sign, execute and endorse all transfers, assignments, cheques, loss claims, receipts, writings and things necessary or desirable for such purpose, and for such purpose the Parties irrevocably appoint the Insurance Trustee their attorney to do, sign, execute and endorse all such transfers, assignments, cheques, loss claims, receipts, writings and things in the names of the Parties as appropriate and on their behalf as the Insurance Trustee may deem necessary or desirable, provided that the Insurance Trustee first agrees with the Parties to deal with such insurance monies in accordance with Section 9 of this Schedule "D".

(c) If no Insurance Trustee has been appointed pursuant to Section 14 of this Schedule "D", and until an Insurance Trustee has been appointed, such insurance proceeds shall be payable to the Leasehold Mortgagee first in priority with respect to such proceeds (or if there is no such Leasehold Mortgagee, to the Lessor) as trustee for the Head Lessor, the Lessor, the Joint Lessees, and such Leasehold Mortgagee, to be held and disbursed by such Leasehold Mortgagee (or the Lessor) in accordance with the provisions of this Section 15 to Schedule "D" Schedule "D" as if such Leasehold Mortgagee (or the Lessor) was the Insurance Trustee hereunder. The Lessor and Joint Lessees agree to cause such proceeds to be made so payable or otherwise to deal with such policies of insurance in such manner so as to enable such proceeds to be collected by such Leasehold Mortgagee (or by the Lessor if there is no such Leasehold Mortgagee) and from time to time shall do all things necessary for the purposes aforesaid.

16. Distribution of Insurance Proceeds by the Trustee

Where damage or destruction occurs which is wholly or partly covered by insurance, the Insurance Trustee to whom proceeds of insurance shall have been paid pursuant to Section 15(b) of this Schedule "D", or if there is no Insurance Trustee, the Leasehold Mortgagee or Lessor to whom proceeds shall have been paid pursuant to Section 15 of this Schedule "D" (in each such case, for the purposes of this Section 16 of this Schedule "D", the "**Trustee**") shall receive and hold such insurance proceeds in trust for the Head Lessor, the Lessor, the Joint Lessees, and each Leasehold Mortgagee, as their interests appear, and shall disburse such insurance proceeds as follows:

(a) where insurance proceeds under any insurance policy with regard to property damage or destruction become payable in an amount not exceeding $500,000.00, the Trustee shall pay the insurance proceeds to the Condo Corp Lessee who shall not be required to comply with any of the formalities of this Section 16 of this Schedule "D" in connection therewith, provided that such insurance proceeds be used by the Condo Corp Lessee to repair the said property damage or destruction;

(b) where insurance proceeds under any insurance policy with respect to property damage or destruction becomes payable in an amount exceeding $500,000.00, the Trustee shall release such proceeds in instalments, upon the request of the Condo Corp Lessee, for the purpose of reimbursing the Condo Corp Lessee for the costs of repairing, reconstructing or replacing, as the case may be, the property damaged or destroyed but subject to the further requirements of this Section 16 of this Schedule "D";

(c) before any contract is entered into by the Condo Corp Lessee for the carrying out of any work pursuant to Section 16(b) of this Schedule "D", copies of the estimates for any work and the contracts for the completion of the work shall be submitted to the Trustee and it shall distribute such copies to the Head Lessor, the Lessor and each Leasehold Mortgagee;

(d) any progress payments to be made under this Section 16 of Schedule "D" by the Trustee to the Condo Corp Lessee shall not be made without the auditor, engineer or Architect retained in respect of the repair, reconstruction or replacement (as may in each case be appropriate in the circumstances) certifying (i) the estimated amount required to complete the work at the date of the certificate of such auditor, engineer or Architect; (ii) the amount claimed by individual contractors at that date; (iii) the amount owing on work already done; and (iv) the amount of any payments made at that date for work already done, and indicating the work already done and to be completed. The Trustee shall be required to retain in its hands at the date of any payment an amount sufficient to pay the estimated outstanding cost of completion, even if it has the effect that the payment made becomes less than the amount certified to be due;

(e) in making any payment under this Section 16 to Schedule "D" the Trustee shall have regard to the *Prompt Payment and Construction Lien Act* (Alberta) and shall retain within its control, for the period specified in the *Prompt Payment and Construction Lien Act* (Alberta), the amount of any hold-back required thereunder;

(f) the fees and expenses of the Trustee shall be paid out of the monies held by the Trustee and if there are insufficient funds held by the Trustee to pay its fees and expenses the same shall be paid by the Joint Lessees;

(g) in case of any dispute as to the terms of any contract or the amount of any estimate, or any matter relating to the actual work of repair, reconstruction or replacement, such dispute shall be decided by a quantity surveyor or other qualified professional person appointed by the Trustee, whose decision shall be final and binding;

(h) in case of any dispute as to the terms of this Section 16 to Schedule "D" apart from those referred to in Section 16(g) to Schedule "D" such dispute shall be the subject of the dispute resolution process set forth in Article 20 of this Lease;

(i) the Trustee shall, upon receipt of reasonable evidence that (i) all work has been completed and paid for in full; and (ii) there are no outstanding lien claims, release to the Condo Corp Lessee any insurance proceeds then remaining and in possession or under the control of the Trustee;

(j) the Lessor shall, with reference to any insurance proceeds held by the Trustee, stand in the place of the Condo Corp Lessee (and, accordingly, the Lessor shall be entitled to receive all insurance proceeds or instalments thereof to which the Joint Lessees would otherwise have been entitled with respect to any particular repairs, reconstructions and replacements in accordance with this Lease) if the Joint Lessees default in making such repairs, reconstructions or replacements following any property damage or destruction. The rights of the Lessor under this Section 16(j) are conditional upon the Lessor having complied with any applicable requirements of a Tripartite Agreement and having exercised its rights under this Lease to cure or attempt to cure such default (but without any obligation to do so

or continue to do so) by performing such repairs, reconstructions or replacements, and such rights shall continue only while the Lessor is diligently proceeding to do so in compliance with this Lease. In addition to all other indemnities provided for herein the Lessor shall be entitled to be reimbursed by the Joint Lessees for all its costs and expenses so incurred (to the extent not reimbursed to them out of insurance proceeds as aforesaid) and this right shall survive any termination or expiration of this Lease; and

(k) if at the end of five (5) years following the occurrence of any property damage or destruction the Trustee is holding or is entitled to payment of (subject only to any conditions imposed by the insurer or insurers relating to the commencement or completion of the work or otherwise relating to payment and settlement) any insurance proceeds, and the repair, reconstruction and replacement thereof has not been commenced and thereafter diligently proceeded with (subject to Unavoidable Delays in diligently proceeding pursuant to Section 10.01 of this Lease), each Leasehold Mortgagee may require the Trustee to pay over or assign (as the case may be) to it all insurance proceeds or entitlement thereto held by the Trustee, and the Trustee shall comply with such requirement but shall be entitled to deduct any of its outstanding fees and expenses as provided by Section 16(f) of this Schedule "D", and shall be released from any further responsibility or further accounting with respect thereto.

17. Changes to Insurance Policies

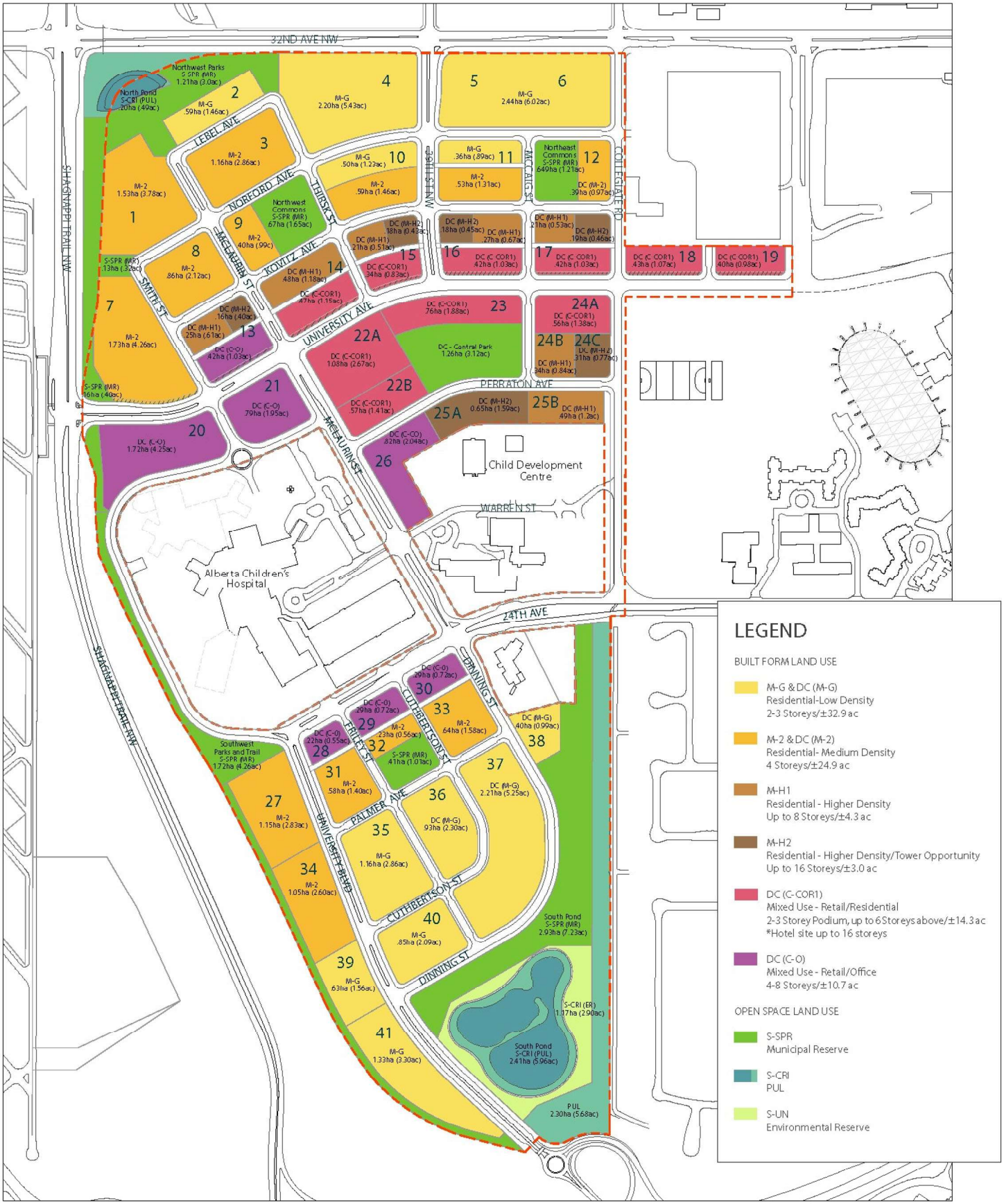
In addition to the rights of the Lessor to require additional insurance coverage as provided for herein, on the fifth (5th) anniversary from the Commencement Date, and on each five (5) year anniversary thereafter the Lessor, having regard to the insurance coverage which would be maintained by a prudent landlord, in similar circumstances, with respect to property substantially similar to the Project Site and the Improvements, may require changes be made to the insurance policies provided for herein including without limitation, the form of coverage and limits of such insurance. The Lessor will advise the Lessee in writing of any required changes and the Lessee shall provide written evidence of such changes to the insurance policies within thirty (30) days of receipt of such written notice.

SCHEDULE "E"
APPROVED DEVELOPMENT PLAN

[See attached]

UNIVERSITY DISTRICT

Land Use Plan



SCHEDULE "F"
FORM OF TRIPARTITE AGREEMENTS

Part 1 – Developer Tripartite Agreement

TRIPARTITE AGREEMENT

THIS AGREEMENT made effective as of the • day of •, •.

AMONG:

[•], in its capacity as the Lessee under the Residential Lease and **[•]**, in its capacity as the Condo Corp Lessee under the Residential Lease
(collectively, the "**Joint Lessees**")

AND:

[•]
(the "**Leasehold Mortgagee**")

AND:

UNIVERSITY DISTRICT TRUST, by its trustee UNIVERSITY OF CALGARY PROPERTIES GROUP LTD.
(the "**Lessor**")

WHEREAS by a project site separate lease agreement dated as of •, between The Governors of the University of Calgary (the "**Head Lessor**"), and the Lessor (as may be amended from time to time, the "**Separate Head Lease**"), the Head Lessor leased to the Lessor, as tenant, the lands and premises defined in the Separate Head Lease as the Project Site and the Improvements, upon the terms and conditions set forth in the Separate Head Lease;

AND WHEREAS pursuant to the Residential Lease (hereinafter defined) the Lessor granted a lease of the Project Site (hereinafter defined) and the Improvements (as defined in the Residential Lease) to the Joint Lessees;

AND WHEREAS pursuant to a commitment letter dated • as same may be amended, supplemented, restated, modified, extended or renewed from time to time (the "**Loan Agreement**") the Lessee agreed, *inter alia*, to mortgage and charge, pursuant to the Security (hereinafter defined), to and in favour of the Leasehold Mortgagee, the Joint Lessees' interest in the Residential Lease, its interest in the Project and the rents and subleases with respect to the Project, all to the extent and in the manner set forth in the Loan Agreement;

AND WHEREAS the Lessor, the Joint Lessees and the Leasehold Mortgagee wish to enter into this Agreement to set out their respective rights and obligations in the event of

default by the Joint Lessees in the observance and performance by it of any of its obligations under the Residential Lease or the Leasehold Mortgage (hereinafter defined);

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the sum of one dollar ($1.00) now paid by each of the Leasehold Mortgagee, the Lessor and the Joint Lessees to the others (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties covenant and agree as follows:

1. Definitions

1.1. The following terms used in this Agreement shall have the meanings set forth below:

"**Business Day**" means any day which is not a Saturday, Sunday or a statutory or civic holiday in City of Calgary in the Province of Alberta and "**Business Days**" shall have a corresponding meaning.

"**Collateral**" has the meaning set forth in the Loan Agreement.

"**Leasehold Mortgage**" means the mortgage of the Residential Lease and of the leasehold interest in the Project Site and the Improvements dated • granted by the Joint Lessees in favour of the Leasehold Mortgagee.

"**Project Site**" means those lands legally described in Appendix "I" hereto.

"**Residential Lease**" means the residential lease dated •, • between the Lessor and the Joint Lessees with respect to the Project Site.

"**Security**" means the Leasehold Mortgage and all other security now or hereafter granted by the Lessee in favour of the Leasehold Mortgagee pursuant to the provisions of the Loan Agreement, as described in Appendix "II" hereto.

1.2. Capitalized terms which are not defined herein shall have the meanings assigned to them in the Residential Lease.

2. Consent and Acknowledgement

2.1. The Lessor hereby consents to the granting of the Security and, subject to the terms of this Agreement, the exercise of remedies thereunder and acknowledges that all consent and approval requirements in the Residential Lease relating to the Leasehold Mortgage and this Agreement have been complied with or waived as of the date hereof, but:

(a) this consent shall not be deemed to waive or modify in any respect any of the rights of the Joint Lessees or the Lessor under the Residential Lease or to relieve the Joint Lessees or the Lessor from the observance and performance of any and all of their respective covenants, conditions and agreements under the Residential Lease; and

(b) except as hereinafter provided, no assignment, subletting or parting with possession of the Project Site and the Improvements or any part thereof by the Leasehold Mortgagee or its agent shall be made without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed.

3. Representations and Warranties of the Lessor

3.1. The Lessor represents and warrants to the Joint Lessees and to the Leasehold Mortgagee that:

(a) the Lessor has the authority and capacity to enter into this Agreement, to provide all consents and acknowledgements contemplated herein, and to fulfil all of its obligations hereunder;

(b) the Residential Lease is unmodified and, at the date hereof, valid and in full force and effect or if there have been modifications that the same are valid and in full force and effect as modified;

(c) subject to Section 3.2, the Lessor has, at the date hereof, no charge, lien, claim or set-off under the Residential Lease or otherwise against the Joint Lessees or the Project Site and the Improvements, and the Project Site, the Improvements or any part thereof have not been leased by the Lessor to any Person other than the Joint Lessees;

(d) to the knowledge of the Lessor, without having conducted any searches or made any particular enquiries, the Lessor is not aware of any default on the part of the Joint Lessees of any of its covenants under the Residential Lease;

(e) to the knowledge of the Lessor, without having conducted any searches or made any particular enquiries, the Lessor has not received any notice from the Joint Lessees or any other Person of any mortgage, lien or charge granted by the Joint Lessees over the Residential Lease, the Project Site, the Improvements or the Collateral; and

(f) the Lessor is the current lessor under the Residential Lease and the Lessor has not assigned or transferred its interest in the Residential Lease to any other Person nor has it mortgaged, encumbered or otherwise subjected its interest in the Residential Lease to the lien of any security instrument which has priority over the rights of the Lessee under the Residential Lease.

3.2. The Lessor covenants and agrees, at any time and from time to time, upon not less than ten (10) days' prior request by the Leasehold Mortgagee, to execute, acknowledge and deliver to the Leasehold Mortgagee a statement in writing certifying the content of Section 3.1 hereof. If the Lessor has knowledge or information prior to delivery of the statement requested by the Leasehold Mortgagee herein, of matters then existing which affect the contents of the statement to be delivered hereunder, the statement of

the Lessor to be delivered pursuant to this Section 3.2 shall reflect such knowledge or information.

4. Lessor's Covenants Not to Amend Residential Lease

4.1. The Lessor covenants and agrees with the Leasehold Mortgagee that the Lessor:

(a) will not accept a surrender of the Residential Lease, in whole or in part, without the prior written consent of the Leasehold Mortgagee, not to be unreasonably withheld or delayed; and

(b) will not agree to any modification or amendment to the Residential Lease:

(i) without giving the Leasehold Mortgagee seven (7) days' prior written notice thereof; and

(ii) if such modification or amendment may materially adversely affect the Security, without the prior written consent of the Leasehold Mortgagee, such consent not to be unreasonably withheld (provided that if the Leasehold Mortgagee has neither provided its consent nor advised the Lessor in writing, within ten (10) days of receipt of a request from the Lessor for its consent, that it will not provide its consent, the Leasehold Mortgagee will be deemed to have consented to the modification or amendment).

5. Joint Lessees' Acknowledgement

5.1. The Joint Lessees acknowledge and represent to the Leasehold Mortgagee that they have entered into possession of the Project Site and the Improvements pursuant to the terms of the Residential Lease.

6. Rights of Leasehold Mortgagee

6.1. Subject to the terms of this Agreement, the Leasehold Mortgagee may enforce the Security and acquire title to the leasehold estate in the Project Site and Improvements in any lawful way and, by its representative or by a receiver, as the case may be, take possession of and manage the Project Site and the Improvements and upon foreclosure of the Leasehold Mortgage may sell or assign such leasehold estate and the purchaser or assignee of the leasehold estate shall be liable to perform the obligations imposed upon the Joint Lessees under the Residential Lease.

7. Notice to and Remedies of Leasehold Mortgagee

7.1. No re-entry, termination or acceptance of surrender or forfeiture of the Residential Lease by the Lessor shall be valid against the Leasehold Mortgagee unless the Lessor shall first have given to the Leasehold Mortgagee notice of the default entitling the Lessor to re-enter, terminate or accept surrender or forfeiture of the Residential Lease

specifying the nature of that default and stating the Lessor's intention to take such proceedings and requiring the Leasehold Mortgagee:

(a) if the default is the failure to pay Rent, to cure the default specified in the notice within a period of thirty (30) days from the date of receipt of that notice by the Leasehold Mortgagee;

(b) if the default is other than the failure to pay Rent and if the default can reasonably be cured, to the satisfaction of the Lessor, acting reasonably, within a period of sixty (60) days from the date of receipt of that notice by the Leasehold Mortgagee, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default, to the satisfaction of the Lessor, acting reasonably, within such sixty (60) day period; or

(c) if the default is other than the failure to pay Rent and if the default cannot reasonably be cured, to the satisfaction of the Lessor, acting reasonably, within a period of sixty (60) days from the date of receipt of that notice by the Leasehold Mortgagee, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default, to the satisfaction of the Lessor, acting reasonably;

and the Lessor hereby grants the Leasehold Mortgagee access to the Project Site and the Improvements for that purpose.

7.2. In the exercise of the Leasehold Mortgagee's rights set forth in Sections 7.1 and 7.6 hereof the Leasehold Mortgagee, its representatives, agents and any interim receiver, receiver-manager, liquidator, custodian or trustee appointed by the Leasehold Mortgagee in respect of the Security, shall indemnify the Lessor's Indemnified Parties from and against any and all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs (including, without limitation, reasonable legal costs on a solicitor and their own client basis), charges, expenses, claims and demands of any nature whatsoever occasioned by or arising from the exercise of the Leasehold Mortgagee's rights herein (which indemnity shall survive any termination or expiration of this Agreement), provided that there shall be no indemnification hereunder with respect to any damages, losses or costs that the Lessor sustains as a result of it not being able to: (i) terminate the Residential Lease and thereby being able to lease the Project Site to a third party on more favourable terms and conditions than those contained in the Residential Lease, or (ii) otherwise deal with the Project Site as a result of such termination of the Residential Lease, except in each case to the extent attributable to the wilful misconduct of the Leasehold Mortgagee, its representatives, agents and sequestrator, receiver, interim receiver, receiver-manager, liquidator, custodian or trustee appointed by the Leasehold Mortgagee in respect of the Security.

7.3. If the default is not cured within the period specified in Sections 18.01(a)(i)(A), 18.01(a)(i)(B) or 18.01(a)(i)(C) of the Residential Lease or if the default is one that requires longer than the time to cure, as contemplated in Section 18.01(a)(i)(B) or

18.01(a)(i)(C) of the Residential Lease, as the case may be, and the Joint Lessees are not diligently prosecuting the rectification of such default, all to the satisfaction of the Lessor, acting reasonably, the Leasehold Mortgagee shall be entitled but is not obligated to become lessee of the Project Site and the Improvements for the balance of the Term remaining as at the date of the notice of default to the Joint Lessees, provided that the Leasehold Mortgagee attorns as lessee to the Lessor and undertakes to be bound by and to perform the covenants and agreements of the Joint Lessees under the Residential Lease for so long as it remains lessee and has not assigned the balance of the Term.

7.4. If the Leasehold Mortgagee commences realization or foreclosure proceedings against the Joint Lessees, whether or not the Joint Lessees are in default of the performance of their covenants and agreements with the Lessor under the Residential Lease at the time such realization or foreclosure proceedings are commenced, then the Lessor shall not re-enter, terminate or forfeit the Residential Lease after the commencement of such foreclosure proceedings on the grounds of any default entitling the Lessor to re-enter, terminate or forfeit the Residential Lease if the Leasehold Mortgagee:

(a) shall first have given to the Lessor notice of the realization or foreclosure proceedings;

(b) is diligently prosecuting the realization or foreclosure proceedings without undue delay;

(c) cures all defaults of the Joint Lessees under this Lease (excluding a default under the provisions of the Acquisition Agreement for the initiation by a Leasehold Mortgagee of any realization or foreclosure action relating to the enforcement of any Leasehold Mortgage), to the satisfaction of the Lessor, acting reasonably, within a period of sixty (60) days (except for a default comprised of the failure to pay Rent, which must be cured within thirty (30) days of receipt of notice thereof) from the date of receipt of notice from the Lessor specifying the nature of the default, or if the default is other than the failure to pay Rent and if such default cannot reasonably be cured within such sixty (60) day period, immediately commences to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default, to the satisfaction of the Lessor, acting reasonably; and

(d) performs and observes all of the Joint Lessees' covenants and agreements under the Residential Lease.

7.5. In the event that the Leasehold Mortgagee acquires title to the Joint Lessees' interest in the Project Site and the Improvements pursuant to the realization or foreclosure proceedings described in Section 7.4, the Leasehold Mortgagee shall thereupon become subrogated to the rights of the Lessee under the Residential Lease, provided it attorns to the Lessor as lessee and undertakes to be bound by and to perform the Joint Lessees' covenants and agreements contained in the Residential Lease for so long

as the Leasehold Mortgagee remains lessee and has not assigned the balance of the Term.

7.6. If the Residential Lease shall be subject to termination or forfeiture pursuant to Article 17 of the Residential Lease by reason of an Event of Insolvency of the Lessee, the Lessor shall give to the Leasehold Mortgagee notice of the Event of Insolvency of the Lessee entitling the Lessor to terminate or forfeit the Residential Lease and stating the Lessor's intention to take such proceedings and requiring the Leasehold Mortgagee to cure any other default of the Joint Lessees and the Joint Lessees' other defaults shall be deemed to have been sufficiently cured if the Leasehold Mortgagee:

(a) commences realization or foreclosure proceedings against the Joint Lessees as more particularly set out in Section 7.4;

(b) takes possession and control of the Project Site and the Improvements, or causes a receiver to be appointed under the terms of the Leasehold Mortgage or by a court of competent jurisdiction, who takes possession and control of the Project Site and the Improvements, and the Lessor hereby grants the Leasehold Mortgagee or such receiver access to the Project Site and the Improvements for that purpose;

(c) cures every such default (excluding, if applicable, a default under the provisions of the Acquisition Agreement for the initiation by a Leasehold Mortgagee of any realization or foreclosure action relating to the enforcement of any Leasehold Mortgage), to the satisfaction of the Lessor, acting reasonably, within a period of sixty (60) days (except for a default comprised of the failure to pay Rent which must be cured within thirty (30) days of receipt of such notice) from the date of receipt by the Leasehold Mortgagee of the notice from the Lessor of the Event of Insolvency of the Lessee, or if such default or defaults are other than the failure to pay Rent and if such default or defaults cannot reasonably be cured within such sixty (60) day period, immediately commences to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or defaults, to the satisfaction of the Lessor, acting reasonably; and

(d) attorns as lessee to the Lessor and undertakes to be bound by and to perform the Joint Lessees' covenants and agreements contained in the Residential Lease for so long as the Leasehold Mortgagee remains lessee and has not assigned the balance of the Term.

7.7. The Leasehold Mortgagee shall accept the payment by the Lessor of all amounts due and payable under the Leasehold Mortgage and the partial or complete prepayment of all amounts owing by the Joint Lessees to the Leasehold Mortgage in accordance with the provisions of the Leasehold Mortgage.

7.8. Any re-entry, termination or forfeiture of the Residential Lease made in accordance with the provisions of the Residential Lease as against the Joint Lessees shall be valid

and effectual against the Lessee even though made subject to the rights of any Leasehold Mortgagee to cure any default of the Joint Lessees and to continue as lessee under the Residential Lease.

7.9. No entry upon the Project Site or into the Improvements by the Leasehold Mortgagee pursuant to this Section 7 for the purpose of curing any default or defaults of the Joint Lessees shall release or impair the continuing obligations of the Joint Lessees.

8. Replacement Lease

8.1. If the Lessor shall become entitled to terminate the Residential Lease by re-entry, forfeiture or otherwise on account of any breach or non-performance by the Joint Lessees, then prior to doing so the Lessor shall give written notice to the Leasehold Mortgagee of the Lessor's intention to terminate the Residential Lease accompanied by particulars of the nature and extent of the default upon which the Lessor relies, and the Lessor agrees that upon request of the Leasehold Mortgagee being made in writing within thirty (30) days from the date of service by the Lessor upon the Leasehold Mortgagee of notice of final termination of the Residential Lease, the Lessor shall promptly provide, at the expense of the Leasehold Mortgagee, a replacement lease in the name of the Leasehold Mortgagee or its nominee (provided such nominee is an approved lender), as lessee, and the Lessor, as lessor, (a "**Replacement Lease**") thereunder for the balance of the then unexpired Term, at the same Rent and otherwise upon the same terms and including the same covenants, provisos, agreements and conditions as are contained in the Residential Lease, subject to the same condition of the Lessor's title as the Joint Lessees' interest under the Residential Lease on the date of execution hereof (and no other liens, charges, claims, interests or conditions), and subject to the rights and obligations, if any, of any Occupants then in possession of the Project Site and the Improvements under valid subleases (on the basis that such subleases shall accrue to the benefit of and be binding upon the holder of the Replacement Lease); provided, however, that the Lessor's obligation to grant such Replacement Lease is conditional upon:

(a) the Lessor being paid all Rent due and owing under the Residential Lease (other than damages payable by the Joint Lessees to the date of the Replacement Lease); and

(b) the Leasehold Mortgagee having cured all defaults (other than Events of Insolvency or a default by the Joint Lessees under the Residential Lease which by its nature is not capable of being cured by the Leasehold Mortgagee or any sublessee, assignee or transferee of the Leasehold Mortgagee ("**Incurable Defaults**")) in the performance of the Joint Lessees' covenants, conditions or agreements under the Residential Lease existing up to the date of such Replacement Lease.

9. Incurable Defaults

9.1. In the case of Incurable Defaults, the Lessor, at the request of the Leasehold Mortgagee, shall not terminate the Residential Lease on the basis of such Incurable Defaults, provided that the Leasehold Mortgagee promptly commences and diligently prosecutes to completion foreclosure proceedings, or acquires the Joint Lessees' leasehold estate by assignment (or otherwise) in lieu of foreclosure.

10. Rights and Personal Property Collateral

10.1. The Lessor hereby acknowledges that the Leasehold Mortgagee has been granted a security interest in and to the Collateral and may from time to time be entitled to pursue certain remedies with respect thereto as provided in the Security.

10.2. Notwithstanding that the Residential Lease may be in default, the Lessor hereby agrees to grant the Leasehold Mortgagee, its agents or a receiver appointed pursuant to the Security such reasonable access to the Project Site and the Improvements as the Leasehold Mortgagee, its agent or such receiver may require for the purposes of inspecting the Collateral in accordance with the Security or exercising any remedies to which the Leasehold Mortgagee, its agent or such receiver may be entitled with respect to Collateral; provided always that the Leasehold Mortgagee agrees with the Lessor that Collateral which constitutes Improvements shall not be dealt with by the Leasehold Mortgagee, its agent or receiver other than concurrently with any dealing with the Joint Lessees' leasehold interest in the Project Site.

10.3. The Lessor hereby agrees that it will not exercise any rights of distress upon the Collateral which does not constitute Improvements or any other comparable rights of seizure or claims of ownership which it may be entitled to from time to time with respect to the Collateral which does not constitute Improvements without the prior written consent of the Leasehold Mortgagee. Following the occurrence of an event of default under the Security, the Leasehold Mortgagee (or a duly appointed receiver) may, by written notice to the Lessor, request that the Lessor deliver up any Collateral which does not constitute Improvements in its possession to the Leasehold Mortgagee (or the receiver) and the Lessor agrees to do so as soon as reasonably practicable following receipt of such notice.

11. Limitation on Liability

11.1. Except as expressly provided herein, nothing in this Agreement shall be construed so as to render the Leasehold Mortgagee or its agents liable for the performance of any of the covenants, conditions or agreements of the Joint Lessees under the Residential Lease unless the Leasehold Mortgagee or its agent has either become a Leasehold Mortgagee in possession of the Project Site and the Improvements or the owner of the Lessee's interest under the Residential Lease or received a Replacement Lease pursuant to Section 8 and, in such case the Leasehold Mortgagee or its agents shall be liable only for such period of time as it is or was a Leasehold Mortgagee in possession of the Project Site and the Improvements or holds or held a Replacement Lease pursuant to Section 8. For clarification, if the Leasehold Mortgagee abandons possession of the Project Site and the Improvements prior to entering into a

Replacement Lease, the Leasehold Mortgagee will not be liable to the Lessor for further payments of Rent or the performance of any obligations of the Joint Lessees under the Residential Lease other than for any amounts owing or obligations incurred by the Leasehold Mortgagee under the Residential Lease prior to such time.

12. Assignment

12.1. The Lessor covenants and agrees with the Leasehold Mortgagee that it shall not assign its interest in the Separate Head Lease except to an assignee or mortgagee which shall before such assignment enter into an agreement with the Joint Lessees and the Leasehold Mortgagee pursuant to which such assignee assumes, or such mortgagee agrees to assume upon any realization of its mortgage of the Project Site and the Improvements, the obligations of the Lessor under this Agreement.

12.2. The Leasehold Mortgagee may assign the Leasehold Mortgage or any of its interest therein, provided the assignee thereof first enters into a tri-party agreement with the Lessor and the Joint Lessees on the same terms and conditions and in the same form as this Agreement. Upon such assignment, the Leasehold Mortgagee shall be released by the Lessor from all future obligations under the Residential Lease, but shall not be released from any liability and shall remain liable to the Lessor in respect of any and all obligations under the Residential Lease and this Agreement arising prior to the date of assignment.

12.3. Upon the request of the Leasehold Mortgagee, the Lessor will consent to an assignment of the Lease by the Joint Lessees or by the Leasehold Mortgagee as attorney of the Lessee to either the Leasehold Mortgagee or its nominee (such nominee being subject to the provisions of Section 12.2) and the Lessor further agrees that such consent shall be given notwithstanding that the Lessee is in default of the Lease; provided that the Lessor's obligation to grant such consent is conditional upon:

(a) the Lessor being paid monies which would have been lawfully due and owing under the Lease (other than damages payable by the Joint Lessees to the date of the assignment or sublease); and

(b) all defaults (other than Incurable Defaults) in the performance of the Joint Lessees' covenants, condition or agreements under the Lease having been cured.

13. Insurance

13.1. The Lessor and the Lessee covenant and agree with the Leasehold Mortgagee that during the existence of the Leasehold Mortgage, any and all insurance policies obtained by the Lessee, or in default of the Lessee then by the Lessor under the terms of the Residential Lease, shall be obtained and maintained and all proceeds related thereto shall be held and disbursed pursuant to the provisions of the Residential Lease.

14. Right to Perform

14.1. The Lessor grants unto the Leasehold Mortgagee the privilege of performing any of the Joint Lessees' covenants under the Residential Lease or of curing any default by the Joint Lessees thereunder or of exercising, for the benefit of the Joint Lessees, any election, option or privilege conferred upon the Joint Lessees by the terms of the Residential Lease but no such performance, cure or exercise shall be deemed to constitute an assignment of the Lessee's rights under the Residential Lease or constitute the Leasehold Mortgagee as a mortgagee in possession.

14.2. The Leasehold Mortgagee grants unto the Lessor the privilege of performing any of the Joint Lessees' covenants under the Loan Agreement or the Security or of curing any default by the Joint Lessees thereunder (including, without limitation, the right to pay or pre-pay any outstanding amounts of principal and interest under the Loan Agreement or the Security), but no such performance or cure shall be deemed to constitute an assumption of the Joint Lessees' obligations under the Loan Agreement, the Security or the Leasehold Mortgage. The Leasehold Mortgagee and the Joint Lessees agree that the Lessor may pay all outstanding principal and interest under the Loan Agreement or the Security and upon such payment may request a discharge or a transfer of the same. The Leasehold Mortgagee and the Joint Lessees agree to execute all documents and do all things reasonably required to effect such discharge or transfer.

15. Registration

15.1. The Lessor and the Joint Lessees acknowledge to and agree with the Leasehold Mortgagee that the Leasehold Mortgagee shall be entitled to file with the LTO, a caveat relating to this Agreement against the title of the Residential Lease.

16. Matters in Dispute

16.1. If the Joint Lessees and the Lessor cannot agree as to any matter regarding the Residential Lease and the matter is to be determined by arbitration pursuant to Section 20.02 of the Residential Lease, the Leasehold Mortgagee shall be given adequate notice of such arbitration and if in the reasonable opinion of the Leasehold Mortgagee, such arbitration may affect its Security, the Leasehold Mortgagee shall be given a reasonable opportunity by the Lessee and the Lessor to participate in the arbitration.

17. Delays in Foreclosure Proceedings

17.1. If the Leasehold Mortgagee shall have fully cured any default in the payment of any Rent under the Residential Lease and shall continue to pay currently any Rent as and when the same falls due then if the Leasehold Mortgagee is prohibited, by any process or injunction issued by any court by reason of any action by any court having jurisdiction over any proceeding involving the Joint Lessees, from commencing or prosecuting foreclosure or other appropriate proceedings of the nature thereof or from obtaining possession of the Project Site and the Improvements, then the time specified in Section 7 of this Agreement for commencing or prosecuting such foreclosure or

other proceedings or for curing defaults other than payment of Rent under the Residential Lease shall be extended for the period of such prohibition.

18. Curing by Leasehold Mortgagee

18.1. If the Leasehold Mortgagee has cured all defaults of which the Leasehold Mortgagee has received notice from the Lessor under Section 7 of this Agreement, then it shall be entitled to permit the Joint Lessees to continue as lessee of the Project Site and the Improvements unless the Leasehold Mortgagee has acquired the right, title and interest of the Joint Lessees in the Project Site and the Improvements under the Residential Lease, in which case the provisions of Section 7.5 hereof shall apply.

19. Notice

19.1. Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (in this Section 19.1, a "**Notice**") to be given under or in connection with this Tripartite Agreement shall be in writing and shall be given by personal delivery or by electronic mail addressed or sent as set out below or to such other address or electronic mail address as may from time to time be the subject of a Notice:

Joint Lessees: **[•]**

Attention: **[•]**
Email: **[•]**

Lessor: University District Trust
405, 3917 University Avenue NW
Calgary, Alberta T3B 6K3

Attention: Gregg Callander, Interim President and CEO
Email: gcallander@ucpg.ca

with a copy to: McMillan LLP
TD Canada Trust Tower, Suite 1700
421 7th Avenue S.W.
Calgary, Alberta
Canada T2P 4K9

Attention: Craig Harkness
Email: craig.harkness@mcmillan.ca

Leasehold Mortgagee: **[•]**

Attention: **[•]**
Email: **[•]**

Any Notice shall be deemed to have been validly and effectively given and received on the date it was personally delivered to the current address for Notices pursuant to this Section 19.1 or on the date it was received at the then current electronic mail address for Notices pursuant to this Section 19.1, if sent by electronic transmission.

20. Termination of Agreement

20.1. This Agreement shall be deemed to terminate and be of no further force and effect and the obligations, if any, of the Leasehold Mortgagee under the Residential Lease and Joint Lessees shall cease and be of no further force and effect (other than obligations, if any, of the Leasehold Mortgagee to the Lessor which have arisen under this Agreement or the Residential Lease at the time of termination, which such obligations shall survive termination), at such time as the Leasehold Mortgage has been paid in full, has been terminated or released in accordance with the terms and conditions therein contained, or has been released or discharged from the Project Site or the Leasehold Mortgagee has assigned the balance of the Term; unless, having obtained a final order in foreclosure proceedings against the Joint Lessees, the Leasehold Mortgagee elects otherwise to continue this Agreement in full force and effect and to be bound as Joint Lessees under the Residential Lease.

21. Enurement

21.1. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto, and their respective successors and permitted assigns.

22. Liability

22.1 The parties hereto acknowledge that the University of Calgary Properties Group Ltd., as the trustee of the University District Trust (the "**Trust**") is entering into this Agreement solely in its capacity as trustee on behalf of Trust and the obligations of the Trust hereunder shall not be binding on the University of Calgary Properties Group Ltd., other than in its capacity as such, nor shall the obligations be binding upon any beneficiary of the Trust, such that any recourse against the Trust, the University of Calgary Properties Group Ltd., or any beneficiary of the Trust in any manner in respect of any indebtedness, obligation or liability arising hereunder or arising in connection herewith or from the matters to which this Agreement relates, including without limitation, claims made in negligence or otherwise tortious behaviour, shall be limited to, and satisfied only out of, the assets of the Trust.

23. Execution

23.1. This Agreement may be executed and delivered in counterpart and all such counterparts taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic transmission of a pdf file.

[Signature page follows.]

IN WITNESS WHEREOF the Joint Lessees and the Lessor have executed this Tripartite Agreement as of the date first above written.

[•], in its capacity as the Lessee under the Residential Lease

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[•], in its capacity as the Condo Corp Lessee under the Residential Lease

Per: _____
Name:
Title:

Per: _____
Name:
Title:

UNIVERSITY DISTRICT TRUST, by its trustee UNIVERSITY OF CALGARY PROPERTIES GROUP LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

IN WITNESS WHEREOF the Leasehold Mortgagee has executed this Tripartite Agreement as of the date first above written.

[LEASEHOLD MORTGAGEE]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

APPENDIX "I"
PROJECT SITE LEGAL DESCRIPTION

[To be completed]

APPENDIX "II"
SECURITY

[To be completed]

SCHEDULE "F"
FORM OF TRIPARTITE AGREEMENTS

Part 2 – Condominium Unit Tripartite Agreement

[See attached]

CONDOMINIUM UNIT TRIPARTITE AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2_____.

AMONG:

[•]
(hereinafter called the "**Condominium Owner**")

OF THE FIRST PART

AND:

[•]
(hereinafter called the "**Mortgagee**")

OF THE SECOND PART

AND:

UNIVERSITY DISTRICT TRUST, by its trustee UNIVERSITY OF CALGARY PROPERTIES GROUP LTD.
(hereinafter called the "**Trust**")

OF THE THIRD PART

WHEREAS:

A. By a project site separate lease agreement dated as of [•] (as may be amended from time to time, the "**Separate Head Lease**") between The Governors of the University of Calgary (the "**Head Lessor**") and the Trust, the Head Lessor, as lessor, leased to the Trust, as lessee, upon the terms and conditions set forth in the Separate Head Lease, those lands and premises legally described as follows (the "**Project Site**"):

[insert legal description]

B. Pursuant to a residential lease agreement dated as of [•] (as may be amended from time to time, the "**Residential Lease**") the Trust, as sublessor, granted a sublease of the Project Site to **[name of the Developer]** (the "**Developer**"), in its capacity as the Lessee (as defined in the Residential Lease) and to the Developer, in its capacity as the Condo Corp Lessee (as defined in the Residential Lease);

C. The Project Site has been subdivided into condominium units by the registration of a subleasehold condominium plan in the Alberta Land Titles Office in accordance with the provisions of the *Condominium Property Act* (Alberta) and the *Land Titles Act* (Alberta);

D. The registration of the subleasehold condominium plan converted the Residential Lease into an individual sublease in the name of the Developer, in respect of the interest of the Condominium Owner in Condominium Unit (as herein defined) including its share in the

common property, at a rent premium or other consideration, and subject to the applicable terms and conditions contained in the Residential Lease and to the provisions of the *Condominium Property Act* (Alberta) and the regulations thereto;

E. **[•]** has assigned its interest in those unit(s) legally described as follows:

[insert Condominium Unit legal description]

(hereinafter called the "**Condominium Unit**"), and its interest in the Residential Lease to the extent applicable to the Condominium Unit (the "**Unit Lease**") to the Condominium Owner;

F. By an indenture of mortgage (hereinafter called the "**Mortgage**") made **[•]**, between the Condominium Owner, as mortgagor, and the Mortgagee, and registered in the LTO as Instrument No. **[•]** the Condominium Owner did demise and assign by way of mortgage unto the Mortgagee all of the Condominium Owner's right, title and interest in the Condominium Unit under the Unit Lease to secure a loan in the sum of **[$•]**; and

G. The Mortgagee is a "Leasehold Mortgagee", as defined under Section 1.01 of the Unit Lease and desires to have every opportunity to protect its interest and security;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the sum of one dollar ($1.00) now paid by each of the Mortgagee, the Trust and the Condominium Owner to the others (the receipt of which is hereby acknowledged by each of the parties):

1. **The Trust covenants and agrees with the Mortgagee that the Trust:**

(a) will not accept a surrender of the Unit Lease, in whole or in part, without the prior written consent of the Mortgagee, not to be unreasonably withheld or delayed; and

(b) will not agree to any modification or amendment to the Unit Lease:

(i) which may adversely affect the Mortgagee's security without the prior written consent of the Mortgagee, such consent not to be unreasonably withheld (provided that if, the Mortgagee has neither provided its consent nor advised the Trust in writing within forty-five (45) days of receipt of a request from the Trust for its consent, that it will not provide its consent, the Mortgagee will be deemed to have consented to the modification or amendment), or

(ii) which does not materially adversely affect the Mortgagee's security without giving the Mortgagee seven (7) days prior written notice.

2. The Condominium Owner acknowledges and represents to the Mortgagee that it has entered into possession of the Condominium Unit pursuant to the terms of the Unit Lease.

3. No re-entry, termination, acceptance of surrender, disclaimer or forfeiture of the Unit Lease by the Trust or by a sequestator, receiver, interim receiver, receiver-manager, liquidator, custodian or trustee shall be valid against the Mortgagee unless the Trust shall first have given to the Mortgagee notice of the default entitling the Trust to re-enter, terminate or accept surrender, disclaimer or forfeiture of the Unit Lease specifying the nature of that default and stating the Trust's intention to take such proceedings and requiring the Mortgagee:

   (a) if the default is the failure to pay Rent, to cure the default specified in the notice within a period of thirty (30) days from the date of receipt of that notice by the Mortgagee;

   (b) if the default is other than the failure to pay Rent and if the default can reasonably be cured, to the satisfaction of the Trust, acting reasonably, within a period of sixty (60) days, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default, to the satisfaction of the Trust, acting reasonably, within such sixty (60) day period; or

   (c) if the default is other than the failure to pay Rent and if the default cannot reasonably be cured, to the satisfaction of the Trust, acting reasonably, within a period of sixty (60) days, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default, to the satisfaction of the Trust, acting reasonably;

   and the Trust hereby grants the Mortgagee access to the Project Site and the Improvements for that purpose.

4. The Trust and the Condominium Owner mutually covenant and agree, at any time and from time to time, upon not less than thirty (30) days prior request by the Mortgagee, to execute, acknowledge and deliver to the Mortgagee a statement in writing certifying that:

   (a) the Unit Lease is unmodified and in full force and effect or if there have been modifications that same is in full force and effect as modified and identifying the modifications;

   (b) the dates to which the Rent and other charges payable under the Unit Lease have been paid, provided that the request specifies with particulars the charges in respect of which such information is required; and

   (c) to the best of the knowledge of the maker of the statement, without having conducted any searches or made any particular enquiries, the other party to the Unit Lease is not in default under the provisions of the Unit Lease, or, if in default, the particulars thereof.

5. If the Mortgagee acquires title to the Condominium Owner's interest in the Condominium Unit, the Mortgagee covenants and agrees to attorn as subtenant under the Unit Lease pursuant to the terms thereof for so long as it remains subtenant and has not assigned the

balance of the Term and hereby acknowledges that it has had the opportunity to read the Unit Lease and upon attorning as subtenant under the Unit Lease shall adopt the covenants and agreements of the Unit Lease on the part of the Condominium Owner to be performed and observed as though such provisions were incorporated in and formed a part of this agreement provided that the provisions of this Section 5 shall not limit or affect the Trust's rights to re-enter, seek an order for sale, terminate or forfeit the Unit Lease if the Mortgagee fails to comply with the requirements of this Agreement. If the Mortgagee complies with the requirements of this Section 5, the Mortgagee shall be given and afforded the right, privileges and benefits of the Condominium Owner under the Unit Lease.

6. If the Mortgagee shall have fully cured any default in the payment of any Rent or any other amount required to be paid by the Condominium Owner under the Unit Lease and shall continue to pay currently such monetary obligations as and when the same fall due then if the Mortgagee is prohibited, by any process or injunction issued by any court by reason of any action by any court having jurisdiction over any proceeding involving the Condominium Owner, from commencing or prosecuting foreclosure or other appropriate proceedings of the nature thereof or from obtaining possession of the Condominium Unit, then the time specified in the Unit Lease for commencing or prosecuting such foreclosure or other proceedings or for curing defaults other than payment of Rent (as defined in the Unit Lease) or any other amount required to be paid by the Condominium Owner under the Unit Lease shall be extended for the period of such prohibition.

7. If the Mortgagee has cured all defaults and contingencies of which the Mortgagee has received notice from the Trust, then it shall be entitled to permit the Condominium Owner to continue as tenant of the Condominium Unit unless the Mortgagee has acquired the right, title and interest of the Condominium Owner in the Condominium Unit under the Unit Lease, in which case the provisions of Section 5 hereof shall apply.

8. Notwithstanding anything stated herein, the Trust, the Condominium Owner and the Mortgagee hereby acknowledge and agree that the effectiveness of this Agreement and each of the terms, covenants and obligations contained herein shall be conditional upon the delivery of:

   (a) the fully executed copy of the Mortgage;

   (b) and a fully executed copy of this Agreement;

   by the Mortgagee to the Trust, on or before the first (1st) anniversary of the date of this Agreement.

   In the event a fully executed copy of the Mortgage and a fully executed copy of this Agreement is not received by the Trust from the Mortgagee, on or before the first (1st) anniversary of the date of this Agreement, none of the covenants or obligations herein shall be binding on the Trust and this Agreement shall be deemed and rendered void and shall have no force or effect.

9. Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (in this Section 9, a "Notice") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery or by electronic mail addressed or sent as set out below or to such other address or electronic mail address as may from time to time be the subject of a Notice:

(b)	Trust:	University District Trust 405, 3917 University Avenue NW Calgary, Alberta T3B 6K3 Attention: Gregg Callander, Interim President and CEO Email: gcallander@ucpg.ca
	with a copy to:	McMillan LLP TD Canada Trust Tower, Suite 1700 421 7th Avenue S.W. Calgary, Alberta Canada T2P 4K9 Attention: Craig Harkness Email: craig.harkness@mcmillan.ca
(c)	Mortgagee:	Address for service of notice of Mortgage as shown on the land title certificate of the Condominium Unit, Estate: Subleasehold
(d)	Condominium Owner:	Address for service of notice of registered owner as shown on the land title certificate of the Condominium Unit, Estate: Subleasehold

Any Notice shall be deemed to have been validly and effectively given and received on the date it was personally delivered to the current address for Notices pursuant to this Section 9 or on the date it was received at the then current electronic mail address for Notices pursuant to this Section 9, if sent by electronic transmission.

10. This Agreement shall be deemed to terminate and be of no further force and effect at such time as the Mortgage has been paid in full or has otherwise been terminated or released in accordance with the terms and conditions contained in the Mortgage.

11. The Mortgagee covenants and agrees that all of the rights of the Mortgagee, whether at law or in equity, shall be subject to the rights of the Trust under the Unit Lease.

12. The Trust and the Condominium Owner acknowledge to and agree with the Mortgagee that the Mortgagee shall be entitled to file with the LTO, a caveat relating to this Agreement against title to the Unit Lease.

13. All capitalized words and phrases not defined herein shall have the meanings ascribed thereto in the Unit Lease.

14. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto, and their respective successors and assigns.

15. This Agreement may be executed and delivered in counterpart and all such counterparts taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic transmission of a pdf file.

16. The parties hereto acknowledge that the University of Calgary Properties Group Ltd., as the trustee of the Trust is entering into this Agreement solely in its capacity as trustee on behalf of Trust and the obligations of the Trust hereunder shall not be binding on the University of Calgary Properties Group Ltd., other than in its capacity as such, nor shall the obligations be binding upon any beneficiary of the Trust, such that any recourse against the Trust, the University of Calgary Properties Group Ltd., or any beneficiary of the Trust in any manner in respect of any indebtedness, obligation or liability arising hereunder or arising in connection herewith or from the matters to which this Agreement relates, including without limitation, claims made in negligence or otherwise tortious behaviour, shall be limited to, and satisfied only out of, the assets of the Trust.

[Signature Page follows]

IN WITNESS WHEREOF this Agreement has been executed on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by _____ and _____ in the presence of:

_____
Witness Signature

_____
Address

_____
Occupation

_____
Condominium Owner: •

UNIVERSITY DISTRICT TRUST, by its trustee UNIVERSITY OF CALGARY PROPERTIES GROUP LTD.

Per: _____

Per: _____

[LEASEHOLD MORTGAGEE]

Per: _____

Per: _____

SCHEDULE "G"
PERMITTED ENCUMBRANCES

1. The following reservations and exceptions provided for or implied by the *Land Titles Act* including, without limitation:

   (a) an exception in cases of fraud in which the registered owner of land has participated or colluded shall hold title subject to the estate or interest of an owner claiming the same land under a prior certificate of title granted under the *Land Titles Act* or granted under any law heretofore in force and relating to title to real property;

   (b) the land mentioned in any certificate of title granted under the *Land Titles Act* is, by implication and without any special mention therein, subject to:

      (i) any subsisting reservations or exceptions, including royalties, contained in the original grant of the land from the Crown,

      (ii) all unpaid taxes, including irrigation and drainage district rates, to the extent same are not due and payable,

      (iii) any public highway or right of way or other public easement, howsoever created, on, over or in respect of the land,

      (iv) any right of expropriation that may by statute be vested in any person or corporation or the Crown, and

      (v) any right of way or other easement granted or acquired under any act or law in force in Alberta; and

   (c) an exception so far as regards any portion of land by wrong description of boundaries or parcels included in the certificate of title and except as against any person claiming under a prior certificate of title granted under the *Land Titles Act* or granted under any law heretofore in force relating to titles to real property in respect of the same land.

2. **The following encumbrances:**

   (a) any by-law infractions relating to the Improvements, whether disclosed by any real property report or survey or otherwise;

   (b) all easements, servitudes, rights-of-way, restrictions and title defects or irregularities which are of a minor nature and either individually or in the aggregate do not and will not impair the value, use or marketability of all or a portion of the Project Site or the Improvements situated thereon;

   (c) unregistered statutory liens not at the time due and delinquent; and

(d) any unregistered rights, interests and privileges in favour of the Crown under or pursuant to Applicable Laws;

(e) any encumbrances required to be registered against title to the Project Site pursuant to this Lease, the Acquisition Agreement or relating to the Project Site Subdivision Approval (as defined in the Acquisition Agreement);

(f) any encumbrances which the Lessee has the right to register under the form of Residential Lease including, without limitation, any encumbrance registered as security for the Lessee's obligations relating to a Neighbourhood Association;

(g) any encumbrances registered by or on behalf of the Lessee or in respect of which the Lessee has given its approval or consent; and

(h) the following encumbrances registered (or notice of which is registered) against title to the Project Site:

Document	Registration No.	Date
Utility Right of Way	181 005 415	09/01/2018
Utility Right of Way	231 196 190	27/06/2023

SCHEDULE "H"
CONDOMINIUM UNIT ASSIGNMENT AGREEMENT

[See attached]

CONDOMINIUM UNIT ASSIGNMENT AGREEMENT

THIS ASSIGNMENT made the _____ day of _____, ____ (the "**Assignment**")

AMONG:

[•] (the "**Vendor**")

- and –

[•] (the "**Purchaser**")

- and –

UNIVERSITY DISTRICT TRUST, by its trustee UNIVERSITY OF CALGARY PROPERTIES GROUP LTD.
(the "**Trust**")

WHEREAS by a sublease dated for reference • (the "**Lease**"), and registered in the Alberta Land Titles Office ("**LTO**") under registration number • on the terms and conditions therein contained, the Trust, as sublessor, did demise and sublease to the Vendor, as sublessee, those lands in the Province of Alberta, more particularly known and described as:

[Insert legal description of Project Site]

(the "**Project Site**");

AND WHEREAS the Project Site and the Improvements thereon have been subdivided into condominium units by the registration of condominium plan • (the "**Condominium Plan**") in the LTO in accordance with the provisions of the *Condominium Property Act* (Alberta) and the registrar of the LTO has issued in the name of the Vendor new certificates of subleasehold title for each of the condominium units shown on the Condominium Plan;

AND WHEREAS the Vendor, at the request of the Purchaser, has agreed to assign to the Purchaser for the sum set out in Section 2 hereof the Vendor's interest in:

[Insert legal description of Condominium Unit]

(the "**Condominium Unit**"),

and its interest in the Lease to the extent applicable to the Condominium Unit (the "**Unit Lease**") for all the residue now unexpired of the said term of the Unit Lease subject to the rent hereinafter reserved and to the performance and observance of the covenants on the part of the Purchaser, as lessee thereunder, and the conditions contained in the Unit Lease;

NOW THEREFORE THIS ASSIGNMENT WITNESSETH that in consideration of these presents and other good and valuable consideration paid by each party to the others hereunder,

the receipt and adequacy of which is hereby acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

1. **Definitions.** All capitalized terms used herein (including in the recitals) and not otherwise defined shall have the respective meanings ascribed thereto in the Lease.

2. **Assignment.** In consideration of the sum of $ _____ paid by the Purchaser to the Vendor (the receipt and sufficiency of which is hereby acknowledged by the Vendor), the Vendor hereby assigns to the Purchaser the Vendor's interest in the Condominium Unit and under the Unit Lease, to hold unto the Purchaser for all the residue now unexpired of the Term of the Unit Lease subject to the payment to the Trust of the Rent reserved in the Unit Lease, to the performance and observance of the covenants on the part of the Purchaser, as lessee, to be performed and observed thereunder, and the conditions contained in the Unit Lease, all in so far as the same relate to the Condominium Unit.

3. **Assumption.** The Purchaser covenants with the Vendor and the Trust and each of them that the Purchaser shall during all the residue of the now unexpired of the Term of the Unit Lease and every renewal thereof perform and observe the covenants on the part of the Purchaser, as lessee, to be performed and observed and the conditions contained in the Unit Lease as fully and effectually as if the Unit Lease contained a separate demise of the Condominium Unit at the Rent referred to in the Unit Lease, if any.

4. **Indemnity and Release.** The Purchaser covenants with the Vendor and the Trust and each of them to indemnify both the Vendor and the Trust and each of them against all manner of actions, causes of action, suits, administrative proceedings, damages, losses, costs, charges, expenses, claims and demands for or on account of non-payment of the Rent referred to in the Unit Lease and the non-performance or non-observance of the said covenants and conditions. The Trust hereby acknowledges and agrees that the Vendor shall be released and discharged from any and all of its liabilities and obligations under the Unit Lease as and from the date hereof, except for any liabilities which have accrued prior to the date hereof.

5. **Vendor Assurances.** The Vendor covenants with the Purchaser that (i) the Unit Lease is a valid and subsisting Unit Lease; (ii) the covenants, provisos and conditions thereof on the part of the lessee have been duly performed and observed up to the date hereof; (iii) the Vendor is entitled to grant this assignment; (iv) subject to the payment of the Rent referred to in the Unit Lease and the observance and performance of the covenants and conditions of the Unit Lease, the Purchaser may enjoy the Condominium Unit for all the residue now unexpired of the Term of the Unit Lease and any renewal thereof, without interruption by the Vendor or any Person claiming through the Vendor; and (v) that the Vendor and the Trust shall at all times hereafter at the request and cost of the Purchaser, execute such further assurances in respect of this assignment as the Purchaser may reasonably require.

6. **Purchaser Acknowledgement.** The Purchaser acknowledges to the Vendor and the Trust that the Purchaser has had the opportunity to read the contents of the Lease.

7. **Enurement.** It is hereby agreed by the parties hereto that this assignment shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

8. **Counterpart Signature and Electronic Submission.** This assignment may be executed and delivered in counterpart and all such counterparts taken together shall constitute one and the same instrument. This assignment may be executed and delivered by electronic transmission of a pdf file.

9. **Liability.** The parties hereto acknowledge that the University of Calgary Properties Group Ltd., as the trustee of the Trust is entering into this Agreement solely in its capacity as trustee on behalf of Trust and the obligations of the Trust hereunder shall not be binding on the University of Calgary Properties Group Ltd., other than in its capacity as such, nor shall the obligations be binding upon any beneficiary of the Trust, such that any recourse against the Trust, the University of Calgary Properties Group Ltd., or any beneficiary of the Trust in any manner in respect of any indebtedness, obligation or liability arising hereunder or arising in connection herewith or from the matters to which this Agreement relates, including without limitation, claims made in negligence or otherwise tortious behaviour, shall be limited to, and satisfied only out of, the assets of the Trust.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the date first written above.

[VENDOR]

By: _____
Authorized Signatory

By: _____
Authorized Signatory

SIGNED, SEALED AND DELIVERED by _____ and in the presence of:

_____
Signature

_____
Print Name

_____
Purchaser

UNIVERSITY DISTRICT TRUST, by its trustee UNIVERSITY OF CALGARY PROPERTIES GROUP LTD.

By: _____
Authorized Signatory

By: _____
Authorized Signatory

SCHEDULE "I"
UNIVERSITY DISTRICT GUIDELINES

Part 1 – University District Design Guidelines

[See attached.]

UNIVERSITY
DISTRICT
CALGARY

UNIVERSITY DISTRICT
DESIGN GUIDELINES



West Campus
DEVELOPMENT TRUST

JULY 2017

UNIVERSITY DISTRICT
DESIGN GUIDELINES

DEVELOPED AND ADMINISTERED BY WEST CAMPUS DEVELOPMENT TRUST

JULY 2017

West Campus
DEVELOPMENT
TRUST

WEST CAMPUS DEVELOPMENT TRUST
Alastair Ross Technology Centre
Suite 110A, 3553 – 31st Street NW T2L 2K7

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PART 1: *Intent*

1.1 USING THE DESIGN GUIDELINES

University District has been conceived as a complete community, a place where people can live, work, and play. To contribute to achieving this vision, the Design Guidelines document was created to direct future development through the use of development guidelines intended to set a direction for achieving sustainability as well as a desired design intent for the overall community. These guidelines are to be used in conjunction with existing governing documents, such as the Land Use Bylaw IP2007, the Direct Control District (Appendix 1), the West Campus Outline Plan and Land Use Report, and the South Shaganappi Communities Area Plan.

Guidelines are typically discretionary and a degree of flexibility is inherent in their integration. Some design elements are mandatory to ensure that community objectives are met. For clarity, those design elements which are encouraged will use the instruction "should," "desired," or "encouraged." For those design elements which are mandatory, the instruction "shall," "will," or "is required" is used.

Although majority of design elements identified in this document are guidelines and not considered mandatory requirements, it is WCDT's expectation that applicants will take the guidelines into consideration and incorporate as many as reasonably practicable.

This document is organized into two (2) parts: Parts 1 and 2 apply broadly to the community.

PART 1: INTENT

1.1 INTENT OF GUIDELINES

This section outlines how to use the guidelines and the design review process.

1.2 VISION AND PLANNING PRINCIPLES

This section outlines the overall vision and planning principles for the University District development, making reference to the Master Plan.

1.3 URBAN DESIGN STRATEGIES

This section outlines the urban design strategies, which provide context and background to the Design Guidelines contained in the body of the document.

PART 2: DESIGN GUIDELINES

2.1 BUILDING DESIGN GUIDELINES

The design guidelines provide general guidance applicable to all of the development blocks throughout University District. They deal with use, building form, architectural expression, and livability.

2.2 LANDSCAPE DESIGN GUIDELINES

The landscape guidelines suggest an appropriate direction for the design of private open spaces in terms of landscape character, private outdoor space, landscape design elements, and sustainable landscape design.

2.3 SIGNAGE DESIGN GUIDELINES

The signage guidelines suggest an appropriate direction for the signage of both residential and mixed-use developments.

2.4 GREEN BUILDING DESIGN GUIDELINES

The green building guidelines set out mandatory sustainable building elements that must be met as a condition of zoning, but administered by the Trust.

1.2 DESIGN REVIEW PROCESS

The West Campus Development Trust (WCDT) will review development applications prior to submission to the City of Calgary to ensure they meet the architectural and environmental requirements outlined in this document. Written approval is required from WCDT at each stage before moving to the next step.

To contribute to a constructive and productive review process, WCDT must be engaged early in the design process so that applicants have a clear understanding of the WCDT design expectations. The fundamental objective of the design review process is not to stifle creativity or to limit options, but to help achieve the key tenets of the University District Plan through to the detailed design stage of individual parcels.

WCDT will ensure timely reviews as to not impede the progress of the development application. Developers will be provided up to two (2) complimentary reviews at Stage 2. If additional reviews are required, they will be to the cost of the Developer. The Developer shall be responsible for payment to WCDT within thirty (30) days following WCDT's delivery of an invoice to the Developer for any additional review fees.

It is the Developer's responsibility to contact WCDT to arrange the review at each of the identified stages described below.

The WCDT review process will occur at three key stages of the design process:

1. PROPOSAL RESPONSE / START-UP

In most instances WCDT will be issuing a Request for Proposals (RFPs) for the development sites and requesting as part of the response criteria, that developers provide a Design Concept. The elements requested to be included in each RFP may differ but generally would include the design philosophy, form and massing programs, articulation and style.

As part of the submission, the developer will be asked to fill out the Design Review Template. This template is used to compare the design against the Design Guidelines and specific site criteria.

Once selected as the developer for the site, WCDT will provide a response utilizing the Design Review Template form as a first review.

In the event that the concept was not evaluated as part of the RFP response, a Start-Up meeting will be required. Where a start-up meeting is required, the developer shall contact WCDT to schedule the meeting at the initiation of project design. WCDT and its delegates will meet with the developer at the outset of project design to share information with the developer and identify any potential issues. To facilitate this process, the Design Review Template will be provided for use by the developer and for completion and submission at the Design Review session. The start-up meeting will allow the project design team to initiate work with a clear understanding of the expectations of WCDT.

It should be noted that University District is LEED-ND pre-certified. Any requirements for developers associated with this designation are provided in the Green Building Guidelines, section 2.4.

2. DESIGN REVIEW

The Design Review stage initiates with the developer responding to WCDT's comments in the Design Review Template. This stage also requires the developer to submit comprehensive information on the project in the form of the following:

A. Schematic Design Drawings inclusive of:

- A dimensioned site plan for the project site.
- Project site statistics. This includes the FAR, building(s) footprint, height, number of floors, number of parking stalls, number and size of units.
- A Landscape Plan with the hard and soft details (including landscape roof plans).
- All floor plans inclusive of below grade and roof plans.
- Elevations of all building facades.

B. Design Review Template (completed)

C. Perspective renderings from street level from each street-facing side

D. Signage Plan

E. Sustainability Statement (see 2.4 for details

F. Green Building Checklist and associated documentation, this includes a Preliminary Energy Model (summary and output files). See section 2.4 for details.

G. Sample Board

The intent of this review is to determine whether or not the submission is consistent with the guidelines and reflects the vision for the community. Once all of the above items have been received, the design review team will have five (5) business days to review and prepare for a face to face meeting with the developer to discuss the information and any preliminary comments.

Depending on comments made, the developer may then amend the design for resubmission. WCDT is the final adjudicator of the information provided. If a resubmission is required, the entire information package should be resubmitted, regardless if the information has changed or not.

The developer MUST receive written approval of the design prior by WCDT prior to the submission to the City of Calgary for a development permit. Once approval is granted, WCDT will provide the developer with a letter for the City, advising of WCDT's approval of the plans.

The developer shall provide to WCDT a full and complete copy of each Development Permit Application and Building Permit Application. The developer shall also keep WCDT informed, on an on-going basis, with respect to the status and comments received from the City on the applications.

The developer shall provide WCDT with a copy of the approved Development Permit and Building Permit.

3. PROJECT CLOSE OUT

At construction completion, the developer will provide WCDT with documentation demonstrating completion of the project as approved by WCDT at the Design Review stage. This documentation could include site photos of the building, landscaping and signage. In addition, an updated Green Building Checklist and associated documentation required for LEED-ND and the Green Building Design Guidelines shall be provided. WCDT reserves the right to complete an inspection to verify the documentation (this would be scheduled between the developer and WCDT).

The developer must also provide proof of certification as described in Section 2.4.

Upon WCDT's confirmation that the requirements have been met, WCDT will release the retained performance deposit. The collection and details pertaining to the performance deposit will occur through the Acquisition Agreement with the developer (deemed the Sustainability deposit).

DESIGN REVIEW PROCESS DIAGRAM

1

PROPOSAL RESPONSE/ START-UP

» RFP Submitted with Design Concept and Completed Design Review Template by Developer

WCDT reviews and provides comments via the Design Review Template

SCHEMATIC DESIGN

2

DESIGN REVIEW

Developer responds to WCDT comments by updating the Design Review Template and provices a comprehensive submission including:

» Schematic Design Drawings

» Design Review Template (completed)

» Perspective Renderings

» Signage Plan

» Sustainability Statement and preliminary Green Building Checklist

» Sample Board

» For towers 12 storeys and above a pedestrian level wind study is required

In some instances it may be an iterative process before both parties are content the design aligns with the vision and Design Guidelines. WCDT would then provide written approval to proceed with application to the City.

SUBMISSION TO CITY

*Developer provides WCDT with a copy of the approved Development Permit & Building Permit.

3

PROJECT CLOSE OUT

» Developer informs WCDT of Construction Completion and provides documentation.

» Updated Green Building Checklist, documentation for LEED-ND requirements and proof of certification (LEED or Built Green) provided.

» WCDT performs inspection if necessary

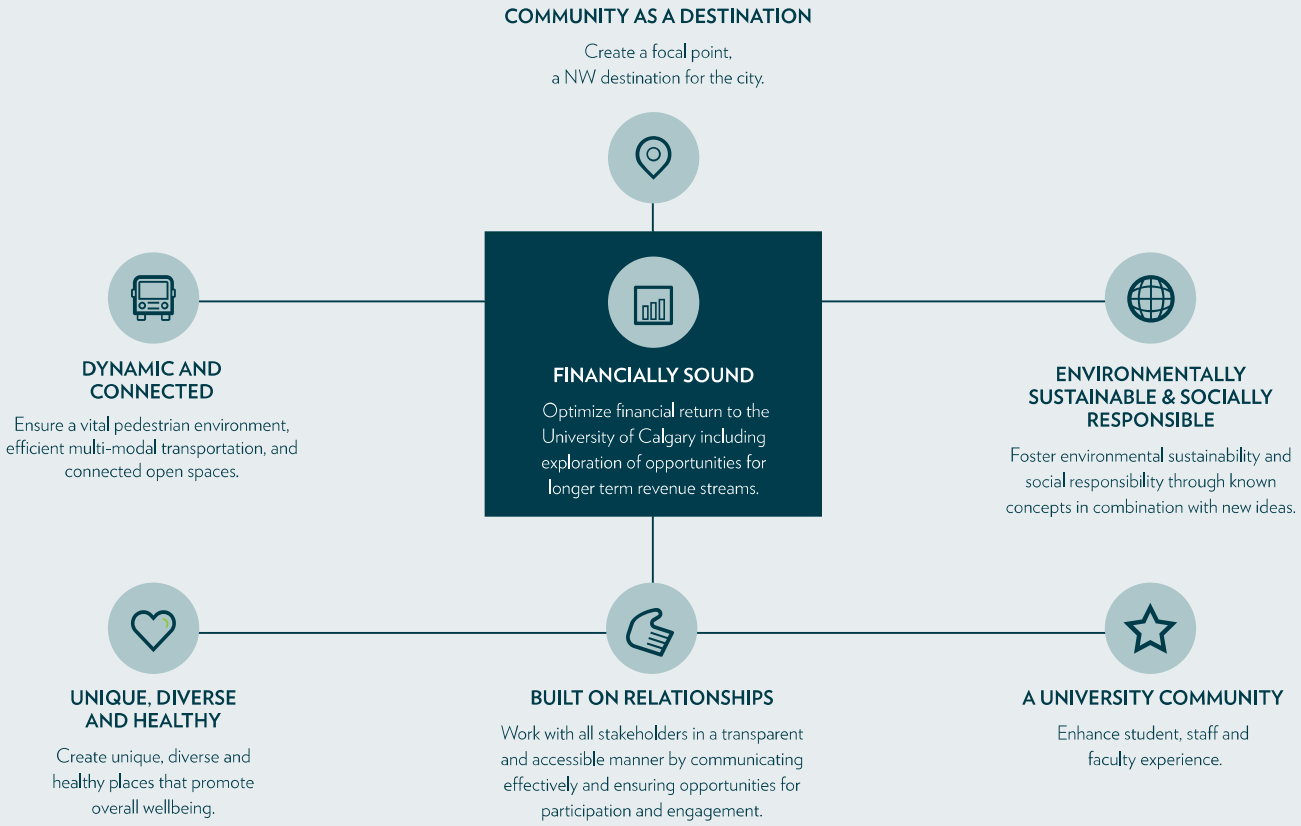
» WCDT releases performance deposit.

1.3 VISION AND PLANNING PRINCIPLES

Since it was founded in 1966, the University of Calgary has been a place of learning and advancement. It plays an important role in Calgary's northwest neighbourhoods as a diverse, dynamic, and active place in the city.

The **vision** for University District is to create a complete, vibrant, and sustainable community that enhances the University experience, while harmonizing with surrounding neighbourhoods. The program will include a mix of residential, retail, office, and community uses. University District will be celebrated as one of Calgary's most livable communities: people will live, work, and play in this neighbourhood, and experience and learn about its sustainable social, economic, and environmental management practices. The new development will respect the site's campus history while being mindful of the needs and aspirations of future generations.

This complete community will pursue its vision through **seven guiding principles:**



1.4 URBAN DESIGN STRATEGY

A comprehensive Urban Design Strategy as outlined below for University District gives form to the overall street and block plans, and lays the groundwork for the design of individual buildings. The Design Guidelines included in Part 2 of this document reinforce this Urban Design Strategy.







STREETS AS GLUE

Streets form the "glue" that binds a diverse community together. They become outdoor rooms at the ground plane when bounded by appropriately-scaled buildings. They contain the landscape that adds the richness of nature to the city. They also support the day-to-day activities that make for an active and vibrant community.

A PORCH CULTURE

The concept of a porch culture on the street is derived from the notion that all ground level street facing dwelling units have direct access from the fronting streets. It is also critical from a street security standpoint to have eyes and ears on the street.

A PUBLIC GROUND FLOOR

Placing public-oriented uses on the ground floor increases the social experience and diversity in the community. Uses like retail, studios, and home offices animate the ground floor and provide useful services to residents.

COMMUNITY MEETING PLACES

An important place in a neighbourhood occurs at the intersection of streets. This is a point of high interaction amongst people where they arrange to meet, or simply bump into each other. Small public plazas, bordered by uses like retail, cafes, community facilities, and main building entries, will facilitate these meeting places.



ACTIVE RETAIL STREET

University District is the major east-west corridor connecting the community to the University campus. It is the retail core for residents, visitors, and students alike. Therefore, it has the highest order in the hierarchy of streets containing critical active uses, such as shops, restaurants, and community functions. The architecture along this street should be inviting and create a human-scale environment.



LANDMARK BUILDINGS

The plan allows for higher buildings, located on Blocks 13, 14, 15, 16, 17, 22, and 24. By considering the design of these higher buildings as an urban grouping, they become iconic elements in the community landscape.



MAJOR LANDSCAPE ELEMENTS

Landscape concepts can be used as a major organizing element of the new plan. For example, certain zones of the site landscape can create major landscape statements and establish key nodes of public interaction.











ACTIVE COMMUNITY PARK

The plan identifies a large open space in the south neighbourhood. This space should be clearly identified as the major place for community outdoor activities with paths and bikeways directed to this space and connected to adjacent neighbourhoods and community facilities.

DEMONSTRATED SUSTAINABILITY

The sustainability mandate for University District is exemplary. Sustainable approaches that are made visible by demonstration throughout the site will contribute to the educative value of these strategies.

PRIVATE VERSUS PUBLIC SPACE

Typically, a clear distinction is normally made between those spaces that are for public use and those that are for the exclusive use of residents. An alternative approach is to blur the edges somewhat between these zones in order to create greater interaction amongst people. Small plazas adjacent to building lobbies and green courts within private development sites are examples of spaces for the use of residents that also allow for some public transitioning through blocks.

INVITING LIGHTING

Inviting lighting is critical to establishing an atmosphere that feels friendly, warm, and safe for users of the site at night. Although street lighting will be defined for the site, it can be augmented with atmospheric lighting in public and private spaces and walkways.

PEDESTRIAN CONNECTIONS

A system of pedestrian connections provides greater continuity and choice in the way people move about the community. Pathways through private development sites will allow for both resident and public circulation across blocks to connect to public open space while maintaining privacy for residents.



BUILDING DESIGN DIVERSITY

Building diversity is a key component of the plan because it will create a more interesting environment for University District. Architectural variety throughout the site can be achieved by allowing for a variety of developer proponents and design firms for buildings, and encouraging varying styles of architecture while respecting the Calgary context.



MATERIAL AND COLOUR PALETTE

A clear palette of materials and colours for buildings and open spaces is key to establishing a well-knit community.

VIEW PRIORITY

One of the important aspects of marketing the University District residences will be the availability of distant views from individual units. The key views are of the river valley and Rocky Mountains to the west.



INNOVATION ZONE

The innovation zone will promote housing diversity by accommodating a mix of housing units within a block. (See Appendix 2).

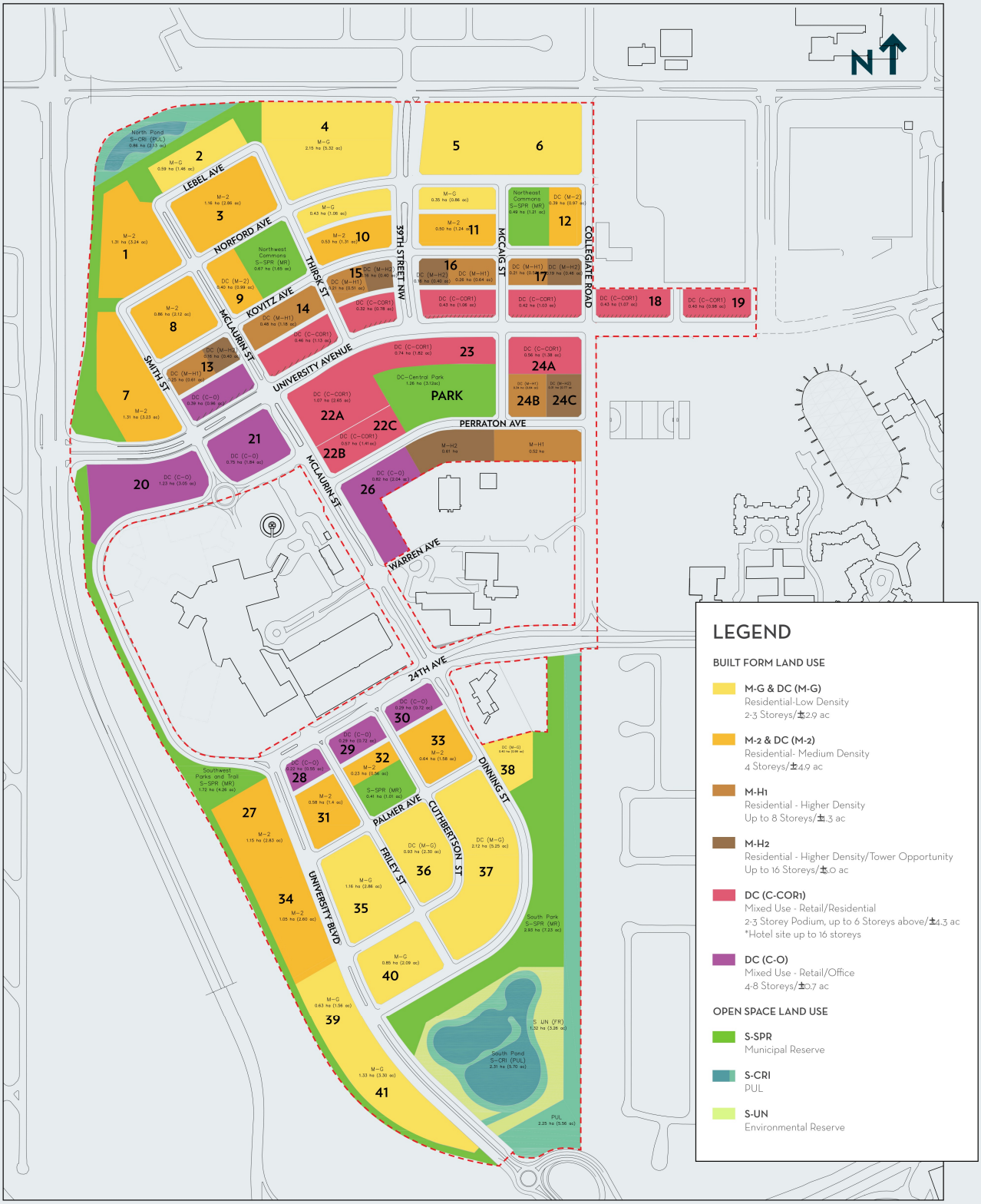


1.5 THE PLAN

The comprehensive Master Plan for University District is designed according to the Vision and Planning Principles. It is delineated in the following documents:

- 1.5.1 The Land Use Plan
- 1.5.2 The Illustrative Demonstration Plan (rendering)

1.5.1 LAND USE PLAN



1.5.2 THE ILLUSTRATIVE DEMONSTRATION PLAN

The Illustrative Demonstrative Plan provides an example of a potential development scenario based on the land use and outline plan and Design Guidelines.



PART 2: *Design Guidelines*

2.1 BUILDING DESIGN GUIDELINES

2.1.1 INTENT

The Building Design Guidelines contained in this section are to be used in conjunction with the City of Calgary's Land Use Bylaw IP2007 and Direct Control districts (Appendix 1) as they apply to this development area. The Guidelines will ensure that the design of individual development parcels is compatible with the overall Land Use Plan concept prepared for University District, as illustrated in Section 1.5.1. The Guidelines will be administered by the West Campus Development Trust (WCDT). The WCDT review process will occur independent of, and prior to the City of Calgary Development Permit review process (see Section 1.2).

The Building Design Guidelines strive to ensure that new development is compatible with the Vision and Urban Design Strategy outlined in Part 1 of this document. The new community has been planned to consist of buildings that are diverse, yet compatible in character with one another.







2.1.2 USE AND ACTIVITY

MIX OF USE

To ensure vitality and diversity in the community, the designated land uses (zoning) identify opportunities for a mix of uses including retail, restaurant, office, and community space in addition to residential. Integrating these uses into the same building contributes to the animation of the community.

A CENTRAL SHOPPING AREA

A variety of retail stores will be provided in a central location, along University Avenue. The retail mix should include both local/ convenience (eg. supermarket, pharmacy, services) and lifestyle/ entertainment uses (eg. restaurants, cafes). Restaurant patios are encouraged, particularly along the north side of University Avenue. These retail uses should also wrap along corners of the streets which lead into University Avenue.

ANIMATING PLAZA SPACES

The use along the edges of plazas should provide animation and interest for people using these open spaces. Retail, restaurants with outdoor patios, and community / recreation uses can satisfy this need by generating activity.

LIVE-WORK UNITS

Areas may be included in building designs to provide spaces to serve as home offices and studios. In the case of townhouses, the ground floor, with a direct relationship with the street, may afford a separate, office address. The opportunity may also exist for the ground floor space of buildings to be used for small galleries, arts and crafts and retail shops at key locations compatible with the residential neighbourhood. Commercial uses of this type are limited to 50 square metres in area and located on the ground floor only.

HOUSING FOR THE UNIVERSITY COMMUNITY*

Innovative approaches are encouraged in the design of dwelling units to create rental suites for students, university staff and faculty. For example, townhouses might be designed with separate entries to allow for secondary suites in the Innovation Zone.

*It will be determined by WCDT and the University of Calgary when these uses will be required and it will be advised through the RFP process.

RESIDENT AMENITY SPACES

Individual projects shall include amenity space for the residents. Provision for amenity space is included in each site's respective land use. Communal outdoor space is encouraged and can be provided in the form of a rooftop terrace.













2.1.3 BUILDING FORM

BUILDING HEIGHT GRADIENT

Buildings in University District will range from two storeys for some street-fronting developments to sixteen storeys for important landmark sites. Buildings with a greater height along the street frontage are generally located north of University Avenue and in areas where views from existing, surrounding neighbourhoods will not be impacted.

TERRACED BUILDINGS

Terraced building forms are encouraged given the topographic nature of the site with its slopes to the west. Ground floor slabs should also terrace along sloping site frontages to ensure a better grade-oriented relationship of the building to the street.

BUILDING ORIENTATION

Buildings should generally align with the orthogonal grid of the University District streets. Exceptions are where buildings form the edge of curved streets in which case buildings should be oriented towards the street. Every effort should be made to orient buildings in an east-west alignment to improve on sustainable design, reducing energy requirements for lighting, heating and cooling, and ventilation. Building orientation should take into consideration the maximization of views from as many units as possible, particularly the longer views across neighbourhoods towards the south and west.

STREET FRONTAGE RELATIONSHIP

All buildings should relate directly to the streets on which they front or as defined with all businesses and other community services on ground floor accessible directly from sidewalks along a public space (e.g. street, square or plaza) but not a parking lot. All mixed use buildings along University Avenue shall include ground-floor retail along at least 60% of the street-level facade. All building facades along sidewalks should avoid blank wallsby having windows and/or doors incorporated to create interest andenhance the pedestrian experience. At a maximum no more than 40% or 15m (whichever is less) of a building length should be blank. In all cases, the setback should ensure a strong streetwall and pedestrian environment. Mixed use and office building facades along University Avenue should be directly adjacent to sidewalks or equivalent provisions for walking.





Residential: Ground floor dwellings shall address the street through the use of front door entrances, gates and entry courtyards. Porches, patios or decks should be designed to establish a semi-private zone in support of a "porch culture" along the street. Windows and balconies at upper floor levels should face outward, adding to a sense of safety and security for the public domain. Entrances should create identity and a sense of address for buildings, dwelling units and stores. Residential uses at grade should be elevated no less than 0.61 metres above the sidewalk grade for comfort and livability. If no maximum setback is designated, those building facades which are street-facing should be set back no more than 5m.

Retail: Retail entrances should create an address and identity for the building. See sections "Definition of Retail Streets" and "Retail Frontages and Storefront Visibility" for further details.

Office: Office uses at grade should activate the street in which they front. This can be done by utilizing the architectural layout of the building. A minimum of 50% of the office buildings should include ground-floor retail along 60% of the length of the street level facade.

BUILDING SCALE ALONG STREETS

To create an appropriate scale along streets a building base element is encouraged. For residential buildings, this base should consist of two-storey "city-homes" with their primary entrance from the street. The lower floors of buildings will form part of the streetscape and are important to the public realm and pedestrian character of the street. Devices such as changes in material, extent and frequency of windows, and cornice lines should be used to achieve a comfortable









pedestrian scale. Textured, high quality materials, more intensive decorative details and lighting should be used to enhance the close-up view for pedestrians while still maintaining privacy for residents.

BUILDING MASSING

Residential buildings above 4 storeys should consider the utilization of a stepback to create a podium base. The stepback should occur prior to the 4th storey to create a pedestrian scale along the street.

SEPARATION BETWEEN HIGHER BUILDINGS

Any portion of a building above 6 storeys in height should maintain a separation of 20 metres minimum from any existing, or approved, adjacent structure that is also higher than 6 storeys. There may be exceptions when buildings are not separated by a laneway or street. Townhouses and ground-oriented units on separate development parcels that have facing front entrances shall have a minimum separation between building faces of 12 metres.

USABLE OUTDOOR SPACE

A pattern of courtyards and enclosed spaces is inherent in the organization of the University District plan. Residential projects should take advantage of this concept to form new spaces. These courtyard areas should be usable by building residents as communal outdoor spaces.

ROOFTOPS FOR LIVING

Roofs and terraces should be used, where practical, for private and communal outdoor patios, decks, and roof gardens. Active roofs are encouraged and green roofs can be used as a means of retaining storm water from smaller storm events and to add visual interest. Where active uses are not available, roofs should be designed attractively.

DEFINITION OF RETAIL STREETS

The form of buildings along the retail high street should strongly define the street space. Upper floor setbacks for buildings along the retail street can be utilized to create a human-scale environment. Mixed-use buildings along the south side of University Avenue which are greater than 4 storeys should step-back at, or before, the 4th storey to create a podium base.

For all mixed-use buildings, balconies that protrude from the building are only permitted if the residential portion of the building steps back.

No balconies should over hang the sidewalk or retail spillout zone at grade.



NARROW RETAIL FRONTAGES

The individuality of retail stores should be expressed through many stores of narrow frontages, with high quality storefront displays rather than wide, uninviting storefronts. Solid walls are to be minimized. Where possible, setback ranges should be minimized to achieve a streetwall consistency. Exceptions may be where small plazas or courtyards are included to add diversity and activity space in the streetscape. Inset doorways are acceptable, but should include extensive glazing throughout the entryway to preserve visibility from the sidewalk. Placement of signage, lighting, or architectural detail to help celebrate the location of individual inset doorways is encouraged. Narrow retail frontages will draw people along the high street as they move between stores.



STOREFRONT VISIBILITY

Shopping streets require sufficient presence and openness to establish their prominence as a generator of retail activity. To this end, the design of the store entrance and glazing system must be of a scale to invite shoppers inside. All ground-level retail that faces a public space shall have clear glass on at least 60% of their facades between the area of 1.0m – 2.24m above grade. Ground-level retail must be kept unshuttered at night











STOREFRONT TRANSPARENCY

Visibility into shops from the street shall be maintained at all times. Any solid signage, advertising or blackout panels placed against the inside surfaces of storefront glazing is prohibited. Interior equipment, such as pop coolers, shall not be directed towards storefronts and the street.

WEATHER PROTECTION

Weather protection can be utilized but is not required. If weather protection is provided along retail or mixed-use frontages of a building, it should be continuous. This cover may take the form of fixed, metal and/or glass canopies. Refer to Land Use Bylaw IP2007 and Part 2.3 Signage Design Guidelines. Weather protection in the City right-of-way may require an encroachment agreement. If canopies are provided they must be designed and constructed to withstand the weight of snow and to prevent the creation of icicles. Precautions should be taken in the design to make sure when the snow sheds off the canopy it does not fall within pedestrian walkways.

PARKING STRUCTURES

The majority of parking should be located underground. With exceptions being street parking for retail, surface visitor parking for residential or enclosed surface parking for townhouses (if aligned with the rules of the Land Use District). Parkades should be designed to blend with the architectural design elements of the building. Quality wall finishes should be used as the architectural treatment on parkade walls. Above grade parking shall be concealed behind building frontages along public streets. Public (including visitor) and commercial parking should be fully separate from resident parking.

PARKING ENTRANCES

Ramps to underground parking should be perpendicular to the street that serves them, rather than parallel to the street frontage. Ramps should be concealed to the greatest extent possible within a building or through the use of overhead trellises and landscaping. Full cut-off lights shall be used to avoid spill-out of lighting into public spaces and to mitigate concerns for night sky pollution, with a full consideration of CPTED (Crime Prevention through Environmental Design) principles. Private garages in townhome developments shall be directly accessed from the lane or shared driveway at the rear of the units. Where secured visitor parking is provided in underground garages, access control shall be available at street level. Entrances to parking is not permitted off of University Avenue.

2.1.4 ARCHITECTURAL EXPRESSION

VERTICAL AND HORIZONTAL EXPRESSION

The architectural facades of buildings 4 storeys or less should make use of design elements that contribute to the human scale of street spaces. This might include expressing the vertical to create a rhythm of repeating elements and diversity in the facade. Buildings greater than 4 storeys should focus on the use of horizontal lines above the 4th floor as a contrast to lower floors. Design elements might include projecting roofs, trellises, sunscreens, extended wall planes and a horizontal expression in wall materials.



TOWERS MEET THE GROUND

Where towers are combined with a baseplane podium building a portion of the tower should extend down to grade rather than sitting atop the podium. This design approach is best accommodated at the entrance to the tower lobby and at the corners of blocks. For buildings 12 storeys or greater a Pedestrian Level Wind Study should be completed.



DESIGN OF WINDOWS

An emphasis should be placed on the use of glass to maximize natural illumination within buildings while taking advantage of the magnificent outward views from this setting. Residential windows should be operable to maximize natural ventilation as part of the energy design of new buildings. The detailing of window elements is important to avoid a "tacked-on" appearance. The use of a rebate window, set into the façade, will create a more solid expression and increased shadow lines. Window types may include metal, wood, fiberglass and vinyl. Window wall glazing systems, with glass or metal spandrel panels, are acceptable in taller buildings (above 4 storeys).









ROOF FORMS

Roofs on taller buildings should generally be horizontal or a shallow slope as an appropriate response to the prairie environment. Roofs on townhouses, row houses, and smaller apartment buildings should incorporate horizontal roofs and/or shallow sloped or pitched roofs.

ARCHITECTURAL APPURTENANCES

Architectural appurtenances (or accessories) such as vertical elements may be added to buildings to provide visual interest, but shall be designed primarily to support green building initiatives, including light shelves, shading devices, solar panels, and ventilation fins. Vents, mechanical equipment rooms and elevator penthouses shall be integrated as part of the architectural treatment of roofs and should be screened from view to the greatest extent possible. Higher buildings should introduce articulation in the upper floors through the use of terracing and/or architectural appurtenances like trellises or vertical elements to create greater interest in the skyline. Architectural appurtenances incorporated should be considerate of Calgary winters in their design.

BALCONIES

Balconies should be maximized in area to provide usable outdoor space for dwelling units. They should be designed as an integral part of the building rather than appearing to be “tacked on”. Balconies may not be enclosed following construction. In the event that an enclosed “solarium” is preferred to an open balcony, it should be incorporated as part of the initial design of the building. Balustrades around balconies should be transparent either through the use of glass or fine metal detailing. Balconies shall be sized according to the site’s respective Land Use district.

BUILDING ENTRANCES

The sense of arrival to a building should be celebrated through the design and detailing of its entrance. For office and mixed use buildings the functional entries shall occur at an average of no more than 75 ft.





2.1.5 BUILDING MATERIALS

There is a clear preference for wall cladding materials with sustainable properties. Brick is the material of choice to unify the community and to create the feel of a "village". This material should, as a minimum, be utilized in the first 2 storeys of all developments as a base finish. Cladding materials will vary by building type and are noted below as mid- and high-rise (typically greater than 4 storeys) or low rise (typically 4 storeys or less).

LOW RISE

The dominant structural material for all buildings 4 storeys and under in height is wood frame which should be carefully detailed to ensure durability. Cladding materials may include brick, metal panel, and fibrous cement board. Vinyl siding, plastic, and plywood are not permitted materials. Ground-oriented units such as townhouses and row houses should be clad in either brick, architectural wood, or fibrous cement board. Low-rise buildings may employ stucco as a cladding material, provided it is compatible with neighbouring developments. For residential buildings, a high percentage of wall glazing should be avoided in low-rise buildings to better fit with a residential vernacular.

MID-RISE/HIGH-RISE

The dominant structural material for buildings over 4 storeys in height will be concrete for reasons of durability, sound transmission, fire rating, and continuity with the community design. Exceptions may be made for up to six-storeys, with the dominant structural material of wood, if permitted by the building code. Concrete should be of high fly ash content for sustainability, whenever possible. Cladding materials may include in-situ concrete, pre-cast concrete, brick, stone, stucco and metal panel products. Ground-oriented and podium units should endeavour to use brick. Stucco and EIFS (Exterior Insulated Finish Systems) should not be used as the principal wall material at lower levels of the building, but may be appropriate at upper levels. All references to stucco in this document refer to traditional three coat cementious stucco. Vinyl siding, plastic, and plywood are not permitted materials.

More detailed criteria for building materials is included on the following pages:

In-situ concrete

- Where used structurally, in-situ concrete should be expressed on the exterior of a building in the form of a grid, band, or load-bearing wall.
- Concrete left exposed should have a high-quality architectural finish, or sand blasted finish.
- Concrete may be tinted, stained or painted, subject to colour selection.

Pre-cast concrete

- Pre-cast concrete may be used as wall cladding or limited to details for window and door sills, base and fascia elements.
- Finishes should be consistent with the colour palette selected for the main wall treatment.

Brick

- Brick is most appropriate when it is expressed as a load-bearing material.
- The use of precast concrete sills and headers is encouraged in brick buildings to create a high quality finish.

Stone

- Stone base elements are encouraged in the lower walls of buildings. This material is encouraged in new developments for both building and landscaping walls.
- The type of stone selected may be split-face or smooth-cut squared or ashlar applications. Polished-face stone is generally not considered appropriate nor is cultured stone.

















Metal

- High quality metal panel systems may be utilized as a wall and fascia material. Products are to be of an equal quality to Alucabond.
- The finish of such panel systems can be anodized or factory-finish painted.

Steel and Aluminum

- Steel is an appropriate material for finishing details such as rails, grates, privacy screens, fascia and banding elements, trellises and canopies.
- Aluminum is most appropriately used for window construction, balcony railings and gates.

Stucco

- Stucco should only be used as a secondary wall finish and should not constitute more than 50% of the exterior finish of the building.
- Stucco must not be used at the lowest level of buildings, especially along streets and public rights of way.

Fiber Cement Siding

- may be a primary siding for townhouse and rowhouse projects;
- styling should be limited to simple applications of smooth-faced siding with no shapes or replicated wood grains; and
- horizontal applications are typically preferred.

FINISHING TECHNIQUES

Exterior materials should be finished in a manner that retains their colour and quality over time. Staining and painting are acceptable subject to colour. Scheduled maintenance is required to ensure that finishes last.

COLOUR

The palette of colours for University District should generally be "warm", with "grey content". Warm-grey, charcoal, taupe, grey-green, buff and ochre characterize a colour palette that fits with the context while increasing the feeling of warmth, appropriate for a primarily residential environment. A range of accent colours can be used on detailed building elements. Colours should be carefully considered to ensure a building's ability to fit within the context of the community yet also showcase its individuality.











2.1.6 RESIDENTIAL LIVABILITY

BUILDING SETBACKS

Privacy for grade level units should be enhanced through low walls, hedges and changes in elevation. Buildings should be separated by a layering of landscaping elements such as low walls, hedges and/or tree rows. Buildings should be designed to avoid overlook problems between units facing one another. Windows located in sideyards should take into account those located in existing or approved adjacent developments.

CHILDREN'S PLAY AREAS

Children of all ages should have easy access to appropriately located, designed and landscaped outdoor play areas suited to their developmental and play needs. Where a site is providing a play area as part of the common property, the total outdoor play area shall be a minimum of 130 square metres in size and shall be visually accessible from amenity areas and residential units. Outdoor play areas shall be situated to maximize sunlight access. There should be a minimum of 2 hours of sunlight between the hours of 10:00 a.m. and 5:00 p.m. on December 21st and adequate artificial lighting shall be provided. The anticipated demographic of a building will impact the encouragement of a play area.

PRIVACY OF OUTDOOR SPACES

Each dwelling unit should have direct access to a private outdoor space in the form of a balcony, patio or roof deck as outlined in Land Use Bylaw IP2007. Adjoining balconies should be separated with a privacy screen. Where outdoor spaces are terraced, screening should be employed to minimize the extent of overlook from one patio to another.. Courtyard spaces should be usable by building residents as communal outdoor spaces.

IDENTITY

The ground floors of all buildings should be designed to express the individuality of units through architectural expression and the inclusion of entrance doors and windows addressing the street. Private outdoor spaces should be capable of being customized by residents through their choice of plant materials, potted plants, window boxes and furnishings.

SAFETY AND SECURITY

Residential developments and unit designs should be safe and secure from on-street access. Public and semi-private outdoor spaces should have some degree of overlook from residential units and good visibility from the street. Landscaping should be illuminated to enhance security. CPTED (Crime Prevention through Environmental Design) principles should be incorporated into building and site design. To raise the sense of security and comfort within parking garages, they should be well illuminated, painted, have good view lines throughout, and make use of glazing in lobbies and at entrances.

ACCESSIBILITY AND ADAPTABILITY

Many older people prefer to remain in their home for as long as possible. To this end, housing units should be designed to be adaptable to the future needs of residents as they age. Particular consideration should be given to CMHC "Flex Housing" design guidelines. Access to all residential common spaces and primary external circulation routes should be designed to be accessible to those persons impaired by vision, hearing, or mobility. Street-oriented units elevated above the sidewalk grade can be an exception to this requirement, but should provide opportunity for adaptability for accessibility requirements to not preclude aging in place and future users of these units.









SOLAR ORIENTATION, LIGHT, & VENTILATION

Habitable rooms in dwelling units should have access to daylight and direct sunlight. Private and semi-private outdoor spaces should receive direct sunlight during most days of the year. Outdoor spaces related to north-facing units will require careful design for sun access. Each external facing residential room shall have operable windows for increased natural ventilation.

MULTI-LEVEL UNITS

Inclusion of some two- or three-storey units, particularly at street level, will afford the opportunity for residents to have units that are more "house-like". This unit type also lends itself to flexibility of use for the ground floor, allowing for the inclusion of a home office or studio space.



RECYCLING AND GARBAGE

Provision for a full recycling program, compost and for residential waste should be made for each building. Garbage holding areas should be contained within buildings either at grade or in underground parking areas or in a garbage container enclosure. Townhome sites may have a separate garbage enclosure as approved by the development authority. Enclosed areas are to be properly ventilated, enclosed behind operable doors, and equipped for full sanitary management.



2.2 LANDSCAPE DESIGN GUIDELINES

2.2.1 INTENT

The intent of the Landscape Design Guidelines is to provide direction for the character, design and materials to be applied to the development of the University District community to guide the function, aesthetics and sustainability elements to be incorporated into the landscaping. . The open space and public pathways which traverse throughout the community play an integral role in creating an active and healthy community. Site landscaping will also be an important component which will complement the open space, facilitate pedestrian travel and passive enjoyment.

2.2.2 GENERAL LANDSCAPE CHARACTER

The landscape character throughout University District should fit with the overall native character of the Alberta prairie:

- Utilize Chinook hardy plants suitable for Calgary's Zone 3 plant hardiness climate and indigenous plants where appropriate while conforming to the Canadian Nursery Landscape Association standards.
- A mix of deciduous and coniferous species should be utilized.
- Natural, informal groupings of plants can be incorporated into the landscape design on private parcels.
- Flowering plants are appropriate to add colour.
- Consider the different microclimatic conditions around the building and on each site when determining landscaping species.



2.2.3 PUBLIC PLACES AND CONNECTIONS

PUBLIC PEDESTRIAN CONNECTIONS

In addition to streets and sidewalks, a variety of public parks and small plazas have been envisioned as well as a series of public pedestrian connections through development blocks. This finer grain network of shortcuts traverse through or between the residential parcels offering alternate routes with a variety of scales and experiential qualities to connect to public spaces. Increased social capacity within these shortcuts can also be enhanced by locating the shared residential amenity spaces adjacent to these pedestrian corridors, such as seating or outdoor dining/BBQ area, further blurring the public and semi-private realms and increasing the opportunities for spontaneous social interactions between community members. Connections should also be designed with consideration of site context, existing connections and in accordance with CPTED principles.



PUBLIC OPEN SPACES

The biggest of the public open spaces is a park situated as the south terminus to 39th Street. This park will predominately be a passive green space with residential blocks 22 and 24 flanking the east and west edges and mixed-used development with commercial units at grade along the north edge. Along this northern edge and wrapping around the corner onto the retail street should be commercial activity that contributes to the energy of these outdoor areas. Restaurants and cafes would attract people to the area, and would further enhance the outdoor experience by providing weather protection and seating and dining terraces along the sunny edge.

As a threshold or gateway into this park from the retail activity on University Avenue, flexible space should be incorporated into the park. This occasional yet intensively used area would be a transitional space from the more urban edges directly adjacent to the restaurant and café terraces to the larger passive green space of the park to the south and would allow for a variety of programmed activities.



SMALL URBAN PLAZAS

There is the opportunity for a number of small urban plaza spaces to be incorporated into the fabric of the main retail street. Each of these spaces may have similar associations and synergies with the adjacent retail activity, and should respond to the opportunities for this potential café or restaurant energy to spill out and inhabit the edges by providing canopies and well placed site furnishings. They should also build on their unique or site specific characteristics where possible. For example, a plaza space on a bikeway could provide additional amenities that serve a specific type of user, such as weather protected bike racks, possible bike maintenance stations etc. Designs of these plaza spaces should complement and enhance the adjacent streetscape and correspond to the adjacent street tree planting. Urban plazas should, whenever possible, be located in areas with good sun exposure.



2.2.4 PUBLIC REALM INTERFACE

RESIDENTIAL SETBACKS

Building setbacks, where required, on residential private property should be landscaped. In the case of residential units at street-level, the following criteria should be considered:

- Low ground planting or mowed grass strip should be planted immediately adjacent to sidewalk, such that no plant material encroaches onto walkway.
- Slope and/or terrace setback areas where possible, such that private outdoor spaces are nominally higher than the adjacent sidewalk or public realm.
- Low walls, combined with 'layered' planting rows and/or hedges should be employed to enhance the streetscape experience and define the private outdoor areas.
- Walls (including retaining walls) should not exceed 24" (610 mm) and should be faced with materials matching adjacent buildings or of high quality architectural Cast In Place concrete finish. Precast concrete unit retaining walls should not be considered. Concrete block retaining walls are prohibited.
- A mix of evergreen shrubs and deciduous hedge planting should be used to screen private patios and outdoor spaces from each other, while providing seasonal variety. A maximum height of hedge from patio level should not exceed 5 feet or 1500 mm. Greater visibility through the use of lower growing plants should be provided between the patios and street.

SETBACKS ON RETAIL CORRIDORS

The building setbacks along the retail corridor are established in the Direct Control land use district. The following should be considered:

- The adjacent streetscape character should be considered when selecting the hard and soft materials within the setback; The setbacks are important to support spill out activity from adjacent retail units. The north side of University Avenue along the retail high street will have ample sunlight reaching the street level and should have a setback which will allow spillout to occur. The setbacks along the north side should be generally consistent with the exception of corners if patio space is being accommodated. A setback of between 3.0 – 4.0 m should be maintained.
- There is no requirement for a setback along the south side of the retail high street. A zero setback is encouraged. Buildings along a block should have a consistent setback.
- Increased pedestrian flow will likely result in focused planting areas, with plant species and sizes selected in consideration of Crime Prevention through Environmental Design (CPTED) principles;
- A variety of quality, well placed site furnishings should be provided, such as benches, bike racks and light fixtures;
- Permanent weather protection should also be considered, such as canopies or awnings attached to building faces.

OFFICE SETBACKS

Office setbacks are described in the Direct Control land use district. The setbacks on University District provide continuity with the retail main street and create a pedestrian oriented environment where frontages and entrances are close to the sidewalk and street in order to engage the public realm. See 'Street Frontage Relationship' in Section 2.1.3 for further details.

2.2.5 LANDSCAPE DESIGN ELEMENTS

WALLS

The design of hard landscape elements should relate to the style, materials, and colours of the architecture on individual development sites. Materials used in the landscape for walls, metalwork, and structures should share a similar design expression, range of colour, and style to the architecture on the same site. Landscaping walls should make use of brick as a finish surface. Wall caps should be stone, pre-cast or in-situ concrete. Precast concrete unit planters, walls and retaining walls should not be considered.



PAVING

Pavers should generally be used in hard surface areas. Where feasible, consideration should be given to the use of 'pervious pavers' that allow water to infiltrate through joints. Preference should be given to a colour range that complements the buildings, including grey, taupe, and charcoal, rather than red or orange. The choice of paver colour, texture and pattern should complement any pavers being used within the street right-of-ways (the streetscape).



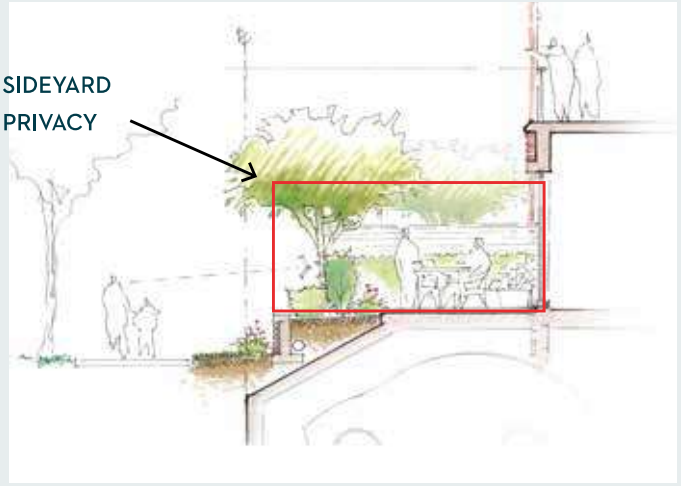
SPECIAL FEATURES

Landscape features should mark entry points and special places:

- Flowering plants can be used for emphasis within the overall landscape context.
- Storm water collection areas should be designed as landscape features and integrated into the open space program.









SITE RE-GRADING

In many locations re-grading of the site to meet street construction grades and underground parking structures will result in changes from the existing topography. These variations should be taken up with planted berming or terraced landscaping utilizing brick or concrete retaining walls with planting.

SIDEYARD PRIVACY

Where developments have units with windows or outdoor patios facing a sideyard, privacy should be enhanced through the use of fences or hedges with a maximum height of 1.8 metres. The design of all privacy fences are to be integrated with the building architecture.

SEMI-PRIVATE FUNCTIONAL OUTDOOR AREAS

Opportunities to incorporate semi-private 'shared' open spaces within the residential parcels can be realized in a number locations and with a variety of spatial sizes and functions. The most physically and visually accessible areas would be directly above the parking structure, in the interior courtyard area and directly accessed from the first (ground) floor of the surrounding development. Other possible locations would be within the street setback in association with the entry sequence to lobby or indoor amenity room. And the final location would be on the higher roof terraces in combination with possible green-roof systems.

What all of these spaces have in common is their role in providing outdoor areas that promote social interactions with neighbours and community members, and with each of these locations, particular criteria and objectives need to be considered:

- Shared outdoor areas should be programmed for use by residents and to promote social interaction among neighbours. Opportunities for small children's play, seating, and outdoor eating or BBQ areas should be considered.
- Consideration towards providing adequate growing medium depths and appropriately designed and installed building envelopes/roof membrane systems to achieve lush and healthy plantings to establish and thrive over the life of the building.

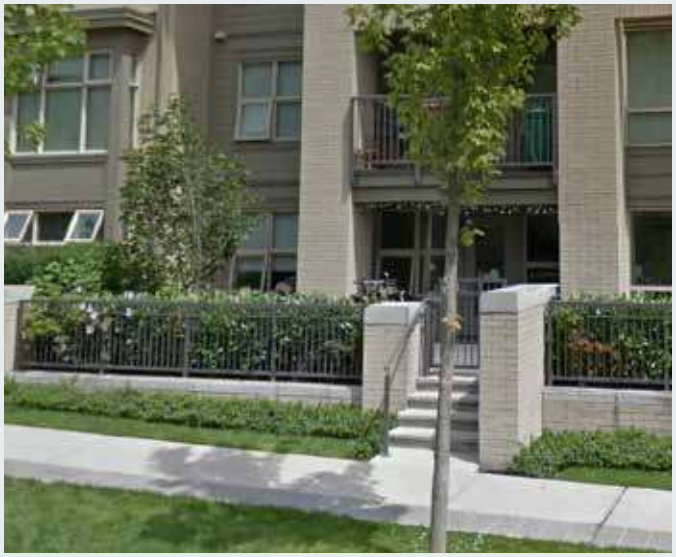
- Sustainable landscape opportunities should be incorporated including communal gardening areas with composting, shared tool storage and water/hose bib access.
- Both sunny and shaded areas could be provided, with arbours or trellis structures that create shade. Such structures also reduce the overlook issue from surrounding residential units.
- Outdoor amenity areas should have direct association with indoor amenity spaces wherever possible.

PRIVACY AND OVERLOOK

- Landscape elements should be designed to preserve privacy of units and individual outdoor spaces.
- Views from windows of surrounding buildings should be provided into the semi-private open spaces, especially to areas designed for children's play.
- When locating outdoor amenities, such as seating areas, outdoor eating and/or BBQ areas, it is important to site them in the shared semi-private areas to minimize potential conflicts between users of the space and nearby residential units.







2.2.6 PRIVATE OUTDOOR SPACES

PATIOS

Private outdoor patios for ground floor units should be large enough to permit patio gardening and use of table and chairs. Private patios should be buffered through changes in elevation, hedges, low walls, or other measures.

VISUAL BUFFERING

Landscape elements should be used to provide visual buffers:

- Trees should be planted between units for visual privacy.
- Plant material, berms, and hard landscape elements should be used to screen views to service areas, surface parking, parking structures, and utility boxes.
- Plant material should be selected to achieve a mature scale that will limit future view impacts.
- A mix of evergreen shrubs and deciduous hedge planting and small trees should be used to provide privacy for patios and outdoor spaces. Maximum height of hedges, measured from patio level should not exceed 1.5 metres.

2.3 SIGNAGE DESIGN GUIDELINES

2.3.1 INTENT

The purpose of these signage guidelines is to provide general direction to regarding the type and design of signs at to be utilized in the University District community. The guidelines will be administered by West Campus Development Trust (WCDT) through the design review process as outlined in Part 1. Rules regarding signage outlined in Calgary's Land Use Bylaw IP2007 will apply and approval by the City of Calgary is required. Applicants will require WCDT approval of their Comprehensive Sign Plan, prior to making an application to the City.

2.3.2 COMPREHENSIVE SIGN PLAN

The Comprehensive Sign Plan will provide information on the future parcel's signage including the size, type, location, and number of signs. The design, placement and colour of the signs shall be coordinated with the architectural elements of the building and take into consideration the intent of the signage design guidelines discussed below. No permanent sign shall be placed on a parcel until a Comprehensive Sign Plan has been submitted and approved, in the first instance by WCDT and, ultimately, by the City of Calgary.

The Comprehensive Sign Plan shall consider:

- the conformance of the proposed sign(s) with Calgary's Land Use Bylaw IP2007;
- the conformance of the proposed sign(s) with the design guidelines; and
- the consistency of the plan with signs on adjoining parcels.

2.3.3 RESIDENTIAL SIGNAGE

LOCATION

Residential building identification signage should be illuminated, indicating the street address in a discreet, graphic style. Signage should be closely related to the principal building entrance and generally placed in low wall elements. This signage could be free-standing on supports or embedded in a building or landscaping wall. Townhome developments do not require each unit number to be illuminated.

CONTENT

The graphic content of a residential sign shall be limited to one or more of the following elements:

- project name;
- project logo; and
- street address number.









2.3.4 COMMERCIAL RETAIL SIGNAGE

Commercial signage should add diversity and interest to retail streets. Blade signage is encouraged and should be mounted perpendicular to the retail frontage so that they are visible to pedestrians walking along the sidewalk to create a consistent aesthetic. Retail tenants will be able to utilize their brand logos and colors, hanging them on standard hardware that is consistent along the entire street. Signs should be clearly visible from a pedestrian's point of view and not so large that they are overbearing and dominate the streetscape.

FASCIA SIGNS

Fascia signs are permitted subject to the following:

- individual letter type only
- three-dimensional structure to letters
- maximum letter size 600 mm
- neon or halo-type rear illumination, or front illumination with billboard-type light fixtures
- back-lit, plastic fascia sign boxes are not permitted

AWNING SIGNS

Signs on awning drops are permitted subject to the following:

- maximum awning drop/skirt of 400 mm in depth
- painted or vinyl applied lettering, or incised lettering with applied backing
- no rear lighting is to be installed under awnings
- no signage or graphic material on any sloped, curved or vertical portion of an awning other than on a drop, as described above

HANGING SIGNS/BLADE SIGNAGE

Hanging signs are permitted subject to the following:

- minimum clearance of 2.4 metres from grade
- maximum area of 0.5 square metres
- mounted within the frontage of the premises, or over, awnings and canopies
- Ground floor retail should include one blade sign to provide wayfinding at the pedestrian level.

WINDOW SIGNS

Window signs are permitted subject to the following:

- maximum area 0.5 square metres
- paper, cardboard, plastic or fabrics are not permitted for window sign construction with the exception of cut-out vinyl, surface-applied to inside of glazing
- no back-lit signs, displays, or product machines may be visible through store windows
- neon is acceptable when installed on the inside of glazing



BUILDING DIRECTORIES

Directories are permitted subject to the following:

- maximum area of 1.0 square metre
- located at the front entrance of building
- directories should take into consideration the community brand.





NUMBER OF SIGNS

A maximum of one sign per 8m is permitted per business.

LIGHTING

Signs may incorporate front-lighting for their illumination and limited use of rear lighting provided it is restricted to:

- individually-incised, plastic or glass letters or symbols mounted in a solid, opaque sign face
- individual halo-lit lettering or symbols mounted on a solid, opaque background
- neon illuminated signs

MATERIALS

Exposed surfaces of signs may be constructed of any material with the exception of fibreglass, plywood and particle board.

COLOUR

Signage colour must be coordinated with the materials and colours of the building façade with which it is associated.

HEIGHT

Signs must be located no higher than the finished second floor level of a commercial building. Signs located over pedestrian areas or sidewalks shall have a minimum clearance of 2.4 m from grade.

LETTERING

The maximum permitted lettering size on any sign is 450-600 mm. Symbols are encouraged depicting the nature of the business occupation in the premises.

SANDWICH BOARD SIGNS

Sandwich boards signs shall be constructed of wood or metal. Each of the two panels shall be no larger than 1m^2.

EXCLUSIONS

Commercial signage types that are not permitted include:

- pylon signs
- back-lit sign boxes
- billboards
- revolving signs*
- banners, pennants, bunting, flags (other than national, provincial, municipal flags), balloons or other gas-filled inflatable devices
- roof signs
- changeable, copy signs

*Revolving signs may be considered but are dependent on the discretion of the review team and rationale for the sign.

2.3.5 OFFICE SIGNAGE

Any office tenancy signage requests should be directed to the design review team.

2.4 GREEN BUILDING GUIDELINES

2.4.1 INTENT

The purpose of the Green Building Guidelines is to encourage innovation and excellence in sustainable design, and create an exemplary new community that demonstrates best practices in Alberta. This section identifies the Green Building guidelines and requirements which are key to achieving the University District's overall sustainability objectives, as outlined in Chapter 9 of the Outline Plan document and Leadership in Energy and Environmental Design for Neighbourhood Development (LEED-ND) certification.

It is important to note that the requirements outlined below are minimum requirements, and can be exceeded at the discretion of the party developing the parcel.

The requirements may differ depending on product type being developed, so it is important that the Developer is cognizant of the requirements associated with their planned development. The following outlines the requirements based on built form type;

REQUIREMENTS:

Residential / Mixed Use*

*Mixed-use may qualify under this category when the retail component is less than 50% of the conditioned space.

- Sustainability Statement
- Green Building Checklist (LEED-ND Requirements)
- BUILT GREEN certification (Gold) or Leadership in Energy and Environmental Design – New Construction (LEED-NC) Silver certification**

Office / Commercial

- Sustainability Statement
- Green Building Checklist (LEED-ND Requirements)
- Leadership in Energy and Environmental Design – New Construction (LEED-NC) Silver certification or equivalent**

**An alternate rating system may be considered if an Applicant can provide credible rationale to support.

2.4.2 IMPLEMENTATION

All developers are required to submit a Sustainability Statement and Green Building Checklist for the LEED-ND requirements. These two items are discussed in detail below;

Sustainability Statement: This statement is a brief narrative, typically 500-1000 words in length, that provides a general description of the project (e.g. building type, size, use) and a summary of the green building features. This statement can apply to the development of a single building or group of buildings. During the course of design development and construction, the Applicant's Project Architect (or other responsible party) will be in charge of ensuring that the project remains in alignment with the Sustainability Statement, and will be responsible for reporting the progress to the West Campus Development Trust at the Design Review Process Close-Out stage.

Green Building Checklist: The Green Building Checklist is a series of checklists that have been included at the end of this section to assist in the implementation of the Green Building Guidelines which relate to the LEED-ND requirements. They identify these mandatory requirements. The necessary documentation associated with LEED-ND will also be required. The LEED-ND requirements are described in section 2.4.3.

Depending on the development type (as identified 2.4.1) one of the following certifications must also be received;

CERTIFICATION:

BUILT GREEN Certification (Gold)

In addition to the Sustainability Statement and Green Building Checklist (LEED-ND requirements), all residential development must be BUILT GREEN Gold certified (or LEED-NC Silver). This can also apply to those mixed-use buildings with greater than 50% conditioned space for residential use. Documentation proving BUILT GREEN Gold certification is required at the Close Out stage of the Design Review Process as noted in section 1.2 of this document.

LEED-NC Silver Certification

In addition to the Sustainability Statement and Green Building Checklist for LEED-ND requirements, all commercial developments must be LEED-NC Silver certified. Documentation proving LEED-NC silver certification is required at the Close Out stage of the

Design Review Process as noted in section 1.2 of this document. As noted previously, WCDT may consider an alternate rating system if it can be demonstrated to be comparable in innovation and sustainable design.

2.4.3 LEED ND REQUIREMENTS

STORM WATER MANAGEMENT LEED ND GIBc8

All projects will be required to develop a plan that integrates the on-site stormwater management system with the neighbourhood wide stormwater management strategies, including controlling the rate and/or quantity of run-off. The overall University District community is required to retain 90.2% of all the rain that falls on site. This is both a LEED-ND and City of Calgary target. The stormwater management plan shall include Best Management Practices (BMPs) selected from The Washington State Department of Ecology's Stormwater Management Manual for Western Washington, Volume V, Runoff Treatment (2005 edition), or from a locally approved equivalent standard (if a local standard is used, then a description of its equivalency and of how the local standard more appropriately addresses local stormwater management shall be provided). Within the plan, BMPs shall be organized by infiltration, reuse, and/or evapotransporation. The plan shall include operations and maintenance elements (season-specific elements included), as well as a site plan indicating the locations of BMPs and drainage areas.



LIGHT POLLUTION REDUCTION LEED ND GIBc17

Lighting is required to meet the requirements outlined in Part 3 Division 4 in the Land Use Bylaw IP2007.

To reduce light pollution, projects shall also meet the following requirements:

1) In residential areas, at least 50% of the external luminaires will have fixture-integrated lighting controls that use motion sensors to reduce light levels by at least 50% when no activity has been detected for 15 minutes.

2) In shared areas (spaces and facilities dedicated to common use, whether they be publicly or privately owned):

- All shared area lighting will have automatic controls that turn off exterior lighting either when there is sufficient daylight or when it is not needed during nighttime hours; these lights must meet the total exterior lighting power allowance requirements in Table 3 (See Appendix 3).
- All shared area lighting will meet the light trespass requirements of the adjacent lighting zone, as per Table 1 and Table 2 (See Appendix 3).
- All shared area lighting will meet the uplight limitations of the most stringent lighting zone within or adjacent to the project.
- All non-exempt shared area lighting will meet the total lighting power density (LPD) requirements of the applicable lighting zone.

Compliance with the light trespass requirements may alternatively be met by using only luminaires that comply with Table 4 (See Appendix 3) ratings for backlight and glare.



WASTE, RECYCLING, AND COMPOST COLLECTION

LEED ND GIBc16

Provide for collection and removal of domestic paper, cardboard, plastic, glass, and metal recyclables. Recycling storage space shall be designed in accordance with the City of Calgary's current Waste & Recycling Service Requirements.

A collection point shall be planned for composting materials. Implementation of compost collection will occur at such time as the City of Calgary opens a compost facility.

BICYCLE PARKING AND STORAGE

LEED ND SLLc4

Provide enclosed facilities for storing and/or securing bicycles as specified below or as per Land Use Bylaw IP2007 (whichever is greater):

For **multi-unit residential buildings** (consisting of 4 or more residential units sharing a common entry), provide bike storage for 30% of planned occupancy, and 1 outdoor bike rack per 10 units (minimum 4 per site).

For **retail**, provide bike storage for 10% of retail worker planned occupancy, and 1 outdoor bike rack per 5,000 feet of retail space (minimum 1 per business or 4 per site, whichever is greater). At least one on site shower with changing facility shall be provided for any development with 100 or more workers, with an additional shower for every 150 new workers thereafter.

For **nonresidential** other than retail, provide bike storage for 10% of planned occupancy, and 1 outdoor bike rack per 10,000 feet of non-retail space (minimum 4 per building). At least one on site shower with changing facility shall be provided for any development with 100 or more workers with an additional shower for every 150 new workers thereafter.

Enclosed bicycle storage shall be secured and informational signage on using the storage facilities shall be provided to residents and/or workers.

Provide unsecure bicycle parking (bicycle parking Class 2) as per the Land Use Bylaw IP2007. Unsecure bicycle parking shall include the following features:

- Clearly visible from primary entrance of building served
- Night lighting
- Protected from damage from motor vehicles
- Located within 30 m of building served, including proportionate distribution of spaces within 30 m of multiple entries to a single building.

A bicycle repair station may be provided within the building.



PARKING

LEED ND NPDc5 LEED ND NPDc8

For non-residential and multi-unit residential buildings, either do not build new off-street parking lots, or locate all new off-street parking lots at the side or rear of buildings, leaving building frontages facing streets free of surface parking lots.

As per LEED-ND criteria no more than 20% of the total development footprint area of each parcel can be used for all new off-street surface parking facilities, and no individual surface parking lots larger than 2 acres. Surface parking includes ground-level garages unless they are under habitable building space. Underground or multi-story parking facilities can be used to provide additional capacity, and on-street parking spaces are exempt from this limitation.

There are no areas within the West Campus community which allow for this amount of permanent surface parking. Parking should follow the guidelines set out in section 2.1.3 Building Form.



Carpool and/or shared-use vehicle parking spaces equivalent to 10% of the total automobile parking for each nonresidential and mixed-use building on the site shall be provided. Signage indicating such parking spots shall be provided, and the parking spots shall be within 60 m of entrances to the buildings served.

WATER EFFICIENCY REQUIREMENTS FOR ALL BUILDINGS

LEED ND GIBp3 LEED ND GIBc3

- **Residential**: All residential buildings must achieve a 40% water savings compared to the following baseline numbers:
  - » **Toilet**: 6.0 LPF at 414 kPa
  - » **Bathroom faucet**: 8.3 LPM at 414 kPa
  - » **Kitchen faucet**: 8.3 LPM at 414 kPa
  - » **Showerhead**: 9.5 LPM at 552 kPa per shower stall
- **Nonresidential**: All nonresidential buildings must achieve a 40% water savings compared to the following baseline numbers:
  - » **Toilet**: 6.0 LPF (except blow-out fixtures: 13.2 LPF)
  - » **Urinal**: 3.8 LPF
  - » **Bathroom faucet (private, i.e. hotel rooms):** 8.3 LPM at 414 kPa
  - » **Bathroom faucet (all other non-private):** 1.9 LPM at 414 kPa
  - » **Bathroom faucet (metering faucets):** 0.95 L per cycle
  - » **Pre-rinse spray valve (for food service):** flow rate equal to or less than 6.0 LPM

WATER EFFICIENT LANDSCAPING LEED ND GIBc4

Reduce water consumption for outdoor landscape irrigation by 50% below the midsummer baseline case, as defined by the Landscape Architect (or other responsible authority) for the parcel after the 18-month plant establishment period. The following strategies should be used:

Design and install a water-efficient irrigation system that includes an automated controller, rain or soil sensors, and a pressure regulator.

For non-grass areas use a micro- or drip-feed irrigation system.

Maximize the use of drought Tolerant Plants suitable for Calgary's zone 3 plant hardiness climate, to be used in landscaped areas where appropriate.

Consider the microclimatic conditions are each site and group plants with similar needs together.

Do not mound or slope planting beds, which can decrease the water absorption during irrigation or during a rainfall.

Provide a nutrient-rich water retentive and well-drained soil mix of sufficient depth in the planting beds.

Consider planting in rain gardens, stormwater infiltration areas and bio-retention areas to reduce irrigation requirements.

Planting beds are be mulched to a 75 mm depth to reduce loss of water by evaporation.

Grass coverage is not to exceed a maximum of 50% of the total soft and/or vegetated landscaped area within the property line.

Pervious paving specified for a minimum of 50% of all hard surfaces, including driving surfaces, decks, and patios that reside over soils (not over parkade slab). Impervious surfaces that are clearly drained to a pervious area of landscaping or to storage for irrigation use can be included in the 50% calculation.

ENERGY EFFICIENCY REQUIREMENTS FOR ALL BUILDINGS

LEED ND GIBp2 LEED ND GIBc2

- All buildings 4 storeys and higher are required to achieve a 26% energy cost savings when compared to ASHRAE 90.1-2007, using the Performance Rating Method outlined in Appendix G of the Standard.
- All buildings 3 storeys and lower are required to meet a Home Energy Rating System (HERS) index score of 75 or an EnerGuide Rating System (ERS) index score of 82. *required to demonstrate

ENERGY MODELING

All buildings shall undertake an energy modeling study early in the design process. The energy modeling results should include heating and cooling loads, annual energy use and energy cost, peak electric demand, percentage improvement against ASHRAE 90.1-2007, carbon emissions, and impacts on daylighting.

The energy modeling study should include the following, where applicable:

- Passive heating, cooling, and ventilation strategies
- Massing and orientation for maximum access to daylight and minimum demand for heating and/or cooling
- Renewable energy opportunities
- HVAC system types
- Daylight analysis and associated lighting and cooling energy savings
- Envelope R-value (roof, wall and glazing)
- Impact of reduced glass area if window to wall ratio exceeds 40%

As per the design review process outlined in Part 1, developers will be required to submit an Energy Model (summary and output files) at the design review stage.

EROSION AND SEDIMENTATION CONTROL LEED ND GIBp4

The preparation and implementation of a site Erosion and Sedimentation Control (ESC) plan is required for all new construction activities associated with the parcel. The ESC plan shall include Best Management Practices (BMPs) that are either selected from the Washington State Department of Ecology's Stormwater Management Manual for Western Washington, Volume II, Construction Stormwater Pollution Prevention (2005), or from a more stringent agency standard (if an alternative standard is used, a description of it's greater stringency shall be provided). The ESC plan shall list the BMPs employed and describe how the following objectives will be accomplished:

- Prevent loss of soil during construction by stormwater runoff and/or wind erosion, including but not limited to stockpiling of topsoil for reuse.
- Prevent sedimentation of any affected stormwater conveyance systems or receiving streams.
- Prevent polluting the air with dust and particulate matter.
- In addition, the ESC plan shall describe how the project team will do the following:
- Preserve vegetation and mark clearing limits.
- Establish and delineate construction access.
- Control flow rates.
- Install sediment controls.
- Stabilize soils.
- Protect slopes.
- Protect drain inlets.
- Stabilize channels and outlets.
- Control pollutants.
- Control dewatering.
- Maintain the BMPs.
- Manage the erosion and sedimentation control plan.

WASTE MANAGEMENT PLAN LEED ND GIBp16

A construction waste management plan shall be provided to ensure a minimum of 50% diversion of nonhazardous construction and demolition debris (excluding excavated soil and land-clearing debris) by weight from the landfill, including provision for waste separation.

MARKET TRANSFORMATION- LEED-ND INNOVATION

Hold a green building goal-setting workshop with the developer, design consultants, and contractor to review and develop strategies for achieving the Green Building Guidelines on a parcel by parcel basis.

Educate the homeowner by developing a homeowner's manual that describes all of the sustainable features of the project and instructs the homeowner of their proper use. This manual should be included in record drawings or in a way that is accessible beyond the first generation of homeowner.

Educate sales staff by developing marketing materials based on the environmental performance of the project and ensure that the sales staff is knowledgeable about the green building features.

SITE STRATEGIES CHECKLIST

DESIGN GUIDELINE	COMPLETE (YES OR NO)
MANDATORY	
Storm Water Management Storm Water Management Plan provided?	
Light Pollution Reduction Lighting schedule and site plan showing exterior lighting fixtures?	
Recycling and Compost Collection - Collection of domestic paper, cardboard,plastic, glass, and metal recyclables	
Recycling Collection - Central recycling collection point in each building	
Compost Collection - Central composting collection point in each building Drawings show recycling/compost collection space?	
Bicycle Parking and Storage - Residential	
Bicycle Parking and Storage - Retail	
Bicycle Parking and Storage - Nonresidential Drawings show bicycle parking by user type, with distances to building entries, and on-site shower locations?	
Parking - Off Street	
Parking - 20% or Less of Total Development Footprint Area	
Parking - Carpool and / or Shared Use Drawings show carpool and/or shared-use vehicle parking and distances to building entries?	

DESIRED	
Bicycle Parking and Storage - Bike Repair Station	
Electric Vehicle Charging - Residents	
Electric Vehicle Charging - Visitors	

WATER EFFICIENCY CHECKLIST

DESIGN GUIDELINE	COMPLETE (YES OR NO)
MANDATORY	
Water Efficiency Requirements for All Buildings - Residential	
Water Efficiency Requirements for All Buildings - Nonresidential Table provided demonstrating fixture selections meet water efficiency requirements?	
Water Efficient Landscaping	

*The list of required documentation for each of these elements will be provided.

ENERGY AND ATMOSPHERIC IMPACTS CHECKLIST

DESIGN GUIDELINE	COMPLETE (YES OR NO)
MANDATORY	
Energy Efficiency Requirements for All Buildings - 4 storeys and above	
Energy Efficiency Requirements for All Buildings - 3 storeys and below	
Energy Modeling Preliminary energy model (summary and output files) provided? Final energy model (summary and output files) provided?	

CONSTRUCTION ACTIVITIES AND WASTE REDUCTION CHECKLIST

DESIGN GUIDELINE	COMPLETE (YES OR NO)
MANDATORY	
Erosion and Sedimentation Control	
Waste Management Plan ESC plan provided?	

INNOVATION CHECKLIST

DESIGN GUIDELINE	COMPLETE (YES OR NO)
MANDATORY	
Market Transformation - Green Building Workshop	
Market Transformation - Homeowner's Manual	
Market Transformation - Educate Sales Staff	

SUMMARY OF LEED-ND REQUIREMENTS AND INTEGRATION

The LEED-ND requirements will not change but City and Certification requirements for LEED-NC and Built Green may change over time. It is the developers responsibility to ensure requirements are understood.

RESIDENTIAL

GREEN BUILDING GUIDELINES	LEED-ND	CITY OF CALGARY	
Storm Water Management	90.2% rainwater retention - City Target for the Development (SMDP)	90.2% rainwater retention - City Target for the Development (SMDP)	
Light Pollution Reduction	Residential: 50% external luminaries have fixture integrated lighting controls that use motion sensors to reduce light levels by 50% when no activity detected for 15 mins Shared Spaces: automatic controls which turn off with sufficient daylight, meet light trespass requirements, meet uplight limitations and non-exempt shared lighting will meet the total lighting power density requirements of the applicable lighting zone. See Appendix 3.	City of Calgary requirements do not specify motion sensors. Do not allow backlit above horizontal plane unless meets certain criteria. See Part 3, Division 4 Lighting Rules of Land Use Bylaw	
Waste Recycling & Compost Collection	Provide for collection and removal of domestic paper, cardboard, plastic, glass, and metal recyclables. Recycling storage space shall be designed in accordance with the City of Calgary's current Waste & Recycling Service Requirements. A collection point shall be planned for composting materials. Implementation of compost collection will occur at such time as the City of Calgary opens a compost facility.	City of Calgary requirement for on-site recycling of all multi-family as of February 1, 2016.	
Bike Pkg & Storage: Residential (M-2, MH-1 & MH-2) - enclosed facilities	provide for 30% planned occupancy, enclosed	0.5 stalls per unit (enclosed)	
Bike Pkg & Storage: Residential (M-G, MH-1 & MH-2) - outdoor	1 rack per 10 units outdoor	0.1 stalls per unit (City)	
Bike Pkg & Storage: Retail - enclosed	10% planned occupancy	1.0 stalls per 1000m2 gross usable floor area	
Bike Pkg & Storage: Retail - outdoor	1 bike rack per 5000 ft2 of retail space. One site shower with changing facility for any development with 100 or more workers.	1.0 stalls per 1000m2 gross usable floor area	
Parking	Any surface visitor parking should be side or rear of building. This surface parking cannot exceed 20% of the site area.	Parking - as per City bylaw and no specification on location. Amount of stalls can be reduced with provision of bike parking and shower facilities over bylaw amount	

*This chart was last updated July 2015.

	BUILT GREEN - HIGH DENSITY	LEED NC	HOW DOCUMENTATION TO BE PROVIDED
	Specification not provided - but option for storm-water management points include: 2.2.26 Green roof, 6.2.1 permeable paving, 6.2.2 Impermeable hardscape directed to on-site infiltration feature, 6.2.7 irrigation 6.3.2 rainwater collection cistern	New requirements for this credit a minimum of 95% (Credit: Rainwater Management)	Provided as part of drawings submitted/Builder to provide copy of DSSP for WCDT records
	1.7.1 Exterior lighting follows IESNA luminance re-quirements - lighting for exterior environments, 1.7.6 Install interior motion sensor light switches in over 25%, 50% or 75% of all common interior spaces, 1.7.7 Install interior motion sensor light switches in each dwelling unit, 1.7.8 install lighting with an automa-tion control system capable of unified automation control of lighting loads for all common areas.	Residential: 50% external luminaries have fixture integrated lighting controls that use motion sensors to reduce light levels by 50% when no activity detected for 15 mins Shared Spaces: automatic controls which turn off with sufficient daylight, meet light trespass requirements, meet uplight limitations and non-exempt shared lighting will meet the total lighting power density requirements of the applicable lighting zone. See Appendix 3.	Documentation provided as part of drawings submitted.
	City of Calgary requirement for on-site recycling of all multi-family as of February 1, 2016.	Provide dedicated areas accessible to waste haulers and building occupants for the collec-tion and storage of recyclable materials for the entire building. Collection and storage areas may be separate locations. Recyclable materials must include mixed paper, corrugated cardboard, glass, plastics, and metals. Take appropriate measures for the safe collection, storage, and disposal of two of the following: batteries, mercury-containing lamps, and electronic waste (Credit: Storage & Collection of Recyclables).	Recycling facilities to be indicated in drawings submitted
	7.2.8 (i) Provide permanent bicycle storage on site which is convenient, secured & sheltered.	short term 2.5% visitors, long term 30% building occupants	Bicycle parking on plans submitted
	0.1 stalls per unit (City)	0.1 stalls per unit (City)	Bicycle parking on plans submitted
	1.0 stalls per 1000m2 gross usable floor area (City). Credit 7.2.8 (i) Provide permanent bicycle storage on site which is convenient, secured & sheltered.	short term 2.5% visitors, long term 5% building occupants	Bicycle parking on plans submitted
	1.0 stalls per 1000m2 gross usable floor area (City).	No outdoor parking specified	Bicycle parking on plans submitted
	No parking credits specified.	Credit "Reduced Parking Footprint" doesn't ad-dress surface parking but reduced parking ratios.	Parking indicated on plans submitted

RESIDENTIAL *(continued)*

GREEN BUILDING GUIDELINES	LEED-ND	CITY OF CALGARY	
Water Efficiency: Residential	40% savings of baseline: At 414 kPa Toilets 6.0 LPF , Bathroom Faucet: 8.3 LPM, Kitchen Facuet 8.3 LPM and showerhead 9.5 LPM at 552 kPa per shower stall)	Promotion of water efficient fixtures.	
Energy Efficiency (M-2, MH-1, MH-2, C-COR1, C-O)	26% energy cost savings (ASHRAE 90.1-2007, submit energy model		
Energy Efficiency (M-G)	Home energy Rating system of 75 or EnerGuide Rating System of 82, submit energy model		
Erosion & Sediment Control	"Requirements have been evaluated by our engineers as equivalent to City of Calgary requirements. The preparation and implementation of a site Erosion and Sedimentation Control (ESC) plan is required for all new construction activities associated with the parcel. The ESC plan shall include Best Management Practices (BMPs) that are either selected from the Washington State Department of Ecology's Stormwater Management Manual for Western Washington, Volume II, Construction Stormwater Pollution Prevention (2005), or from a more stringent agency standard (if an alternative standard is used, a description of it's greater stringency shall be provided). The ESC plan shall list the BMPs employed and describe how the following objectives will be accomplished: Prevent loss of soil during construction by stormwater runoff and/or wind erosion, including but not limited to stockpiling of topsoil for reuse, Prevent sedimentation of any affected stormwater conveyance systems or receiving streams, Prevent polluting the air with dust and particulate matter, in addition, the ESC plan shall describe how the project team will do the following; Preserve vegetation and mark clearing limits, Establish and delineate construction access, Control flow rates, Install sediment controls, Stabilize soils, Protect slopes, Protect drain inlets, Stabilize channels and outlets, Control pollutants, Control dewatering, Maintain the BMPs, Manage the erosion and sedimentation control plan."	"Requirements have been evaluated by our engineers as equivalent to City of Calgary requirements. The preparation and implementation of a site Erosion and Sedimentation Control (ESC) plan is required for all new construction activities associated with the parcel. The ESC plan shall include Best Management Practices (BMPs) tect drain inlets, Stabilize channels and outlets, Control pollutants, Control dewatering, Maintain the BMPs, Manage the erosion and sedimentation control plan."	
Waste Management Plan	Recycle and/or salvage at least 50% of nonhazardous construction and demolition debris. Develop and implement a construction waste management plan that, at a minimum, identifies the materials to be diverted from disposal and specifies whether the materials will be stored on-site or commingled.		
LEED-ND Innovation	Green building goal setting workshop, homeowner's manual re: sustainable features, educate sales staff re: environmental performance		
Water Efficient Landscaping	Reduce water consumption for outdoor landscape irrigation by 50% below midsummer baseline case after the 18 month plant establishment period.		

	BUILT GREEN - HIGH DENSITY	LEED NC	HOW DOCUMENTATION TO BE PROVIDED
	Toilets: 6.1.3 less than or equal 3LPF, 6.1.6: bathroom faucet less than 5.7 lpm, and kitchen less than 6.8 lpm, shower less than 7.5 lpm	40% savings of baseline: At 414 kPa Toilets 6.0 LPF , Bathroom Faucet: 8.3 LPM, Kitchen Facuet 8.3 LPM and showerhead 9.5 LPM at 552 kPa per shower stall)	Developer to provide statement of commitment in Sustainability Statement to 40% water savings from baseline.
	Energy Modelling Required, 35% over ASHRAE required for Gold	Use ASHRAE 2010 - Whole building simulation 5% above ASHRAE 2010, or ASHRAE 50% Advanced Energy Design Guide - or demonstrate a % improvement on the National Building Code 2011	Developer to provide energy model
	Energy Modelling Required, Minimum overall 75 EnerGuide - minimum EnerGuide for Gold 80.	Achieve the HERS target of 70 or better or Meet Energy Star Version 3 Requirements. A HERS of 70 is higher than the 75 identified for LEED-ND.	Developer to provide energy model
	No ESC outside City criteria identified.	Create and implement an erosion sediment control plan for all construction activities (Construction Activity Pollution Prevention - Prerequisite)	Developer to provide copy of ESC for WCDT records
	5.1 Comprehensive recycling program during site construction, 5.4 Minimum 25%, 50%, 75% or 90% by weight or volume of waste materials collected from construction side diverted from waste stream.	50% of three material streams or 75% of four material streams (Construction & Demolition Waste Management Credit). Examples of material streams could include: wood, concrete/aspahlt, metals etc.)	Developers to provide Waste Management Plan
	7.3.1: Builder provides BUILT Green owner manual, checklist and educational walkthrough.	Innovation Credit: Green Building Education	Developers to provide copy of Homeowners Manual once completed.
	6.2.4 Provide list of drought tolerant plants and copy of local municipality water usage guide to building manager/occupants with closing package, 6.2.6 Provide permeable landscaping that is water efficient, xeriscaped or is plant free, 6.2.7 Install efficient irrigation technology	Outdoor Water Use Reduction credit Reduce water consumption for outdoor landscape irrigation by 50% below midsummer baseline case after the 18 month plant establishment period.	Provide commitment to achieving in sustainability statement.

SUMMARY OF LEED-ND REQUIREMENTS AND INTEGRATION

COMMERCIAL

GREEN BUILDING GUIDELINES	LEED-ND	CITY OF CALGARY	
Storm Water Management	90.2% rainwater retention - City Target for the Development (SMDP)	90.2% rainwater retention - City Target for the Development (SMDP)	
Light Pollution Reduction	Residential: 50% external luminaries have fixture integrated lighting controls that use motion sensors to reduce light levels by 50% when no activity detected for 15 mins Shared Spaces: automatic controls which turn off with sufficient daylight, meet light trespass requirements, meet uplight limitations	City of Calgary requirements do not specify motion sensors. Do not allow backlit above horizontal plane unless meets certain criteria. See Part 3, Division 4 Lighting Rules of Land Use Bylaw	
Waste Recycling & Compost Collection	Provide for collection and removal of domestic paper, cardboard, plastic, glass, and metal recyclables. Recycling storage space shall be designed in accordance with the City of Calgary's current Waste & Recycling Service Requirements. A collection point shall be planned for composting materials. Implementation of compost collection will occur at such time as the City of Calgary opens a compost facility.	Collection & Removal of Recycling.	
Bike Pkg & Storage: Retail - enclosed	10% planned occupancy	1.0 stalls per 1000m2 gross usable floor area	
Bike Pkg & Storage: Retail - outdoor	1 bike rack per 5000 ft2 of retail space. One site shower with changing facility for any development with 100 or more workers.	1.0 stalls per 1000m2 gross usable floor area	
Bike Pkg & Storage: NonResidential - enclosed	10% planned occupancy	1.0 stalls per 1000m2 gross usable floor area	
Bike Pkg & Storage: NonResidential - outdoor	1 rack per 10000 ft. One site shower for any developer with 100 or more workers.	1.0 stalls per 1000m2 gross usable floor area	
Parking	Any surface visitor parking should be side or rear of building. This surface parking cannot exceed 20% of the site area.	Parking - as per City bylaw and no specification on location. Amount of stalls can be reduced with provision of bike parking and shower facilities over bylaw amount	
Carpool/Shared (C-O & C-COR1)	10% Shared Parking	The City promotes but does not require.	
Water Efficiency: NonResidential (Office/Retail)	40% savings of baseline: At 414 kPa Toilets 6.0 LPF , Urinal 3.8 LPF, Bathroom Faucet (private - hotel): 8.3 LPM, Bathroom Faucet metered: 0.95 L per cycle. Kitchen Facuet 8.3 LPM and showerhead 9.5 LPM at 552 kPa per shower stall)	Promotion of water efficient fixtures.	
Energy Efficiency (M-2, MH-1, MH-2, C-COR1, C-O)	26% energy cost savings (ASHRAE 90.1-2007, submit energy model	Current building code.	

*This chart was last updated July 2015.

	LEED NC	HOW DOCUMENTATION TO BE PROVIDED
	New requirements for this credit a minimum of 95% (Credit: Rainwater Management)	Provided as part of drawings submitted/Builder to provide copy of DSSP for WCDT records
	Residential: 50% external luminaries have fixture integrated lighting controls that use motion sensors to reduce light levels by 50% when no activity detected for 15 mins Shared Spaces: automatic controls which turn off with sufficient daylight, meet light trespass requirements, meet uplight limitations	Documentation provided as part of drawings submitted.
	Provide dedicated areas accessible to waste haulers and building occupants for the collection and storage of recyclable materials for the entire building. Collection and storage areas may be separate locations. Recyclable materials must include mixed paper, corrugated cardboard, glass, plastics, and metals. Take appropriate measures for the safe collection, storage, and disposal of two of the following: batteries, mercury-containing lamps, and electronic waste (Credit: Storage & Collection of Recyclables).	Recycling facilities will be identified in drawings submitted
	short term 2.5% visitors, long term 5% building occupants	Bicycle parking on plans submitted
	No outdoor parking specified	Bicycle parking on plans submitted
	short term 2.5% visitors, long term 5% building occupants	Bicycle parking on plans submitted
	No outdoor parking specified	Bicycle parking on plans submitted
	Credit "Reduced Parking Footprint" doesn't address surface parking but reduced parking ratios.	Parking indicated on plans submitted
	Offstreet preferred parking for carpools for 5%	Parking indicated on plans submitted
	40% savings of baseline: At 414 kPa Toilets 6.0 LPF , Urinal 3.8 LPF, Bathroom Faucet (private - hotel): 8.3 LPM, Bathroom Faucet metered: 0.95 L per cycle. Kitchen Facuet 8.3 LPM and showerhead 9.5 LPM at 552 kPa per shower stall)	Developer to provide statement of commitment in sustainability statement to 40% water savings from baseline.
	Use ASHRAE 2010 - Whole building simulation 5% above ASHRAE 2010, or ASHRAE 50% Advanced Energy Design Guide - or demonstrate a % improvement on the National Building Code 2011	Developer to provide energy model

COMMERCIAL *(continued)*

GREEN BUILDING GUIDELINES	LEED-ND	CITY OF CALGARY	
Erosion & Sediment Control	"Requirements have been evaluated by our engineers as equivalent to City of Calgary requirements. The preparation and implementation of a site Erosion and Sedimentation Control (ESC) plan is required for all new construction activities associated with the parcel. The ESC plan shall include Best Management Practices (BMPs) that are either selected from the Washington State Department of Ecology's Stormwater Management Manual for Western Washington, Volume II, Construction Stormwater Pollution Prevention (2005), or from a more stringent agency standard (if an alternative standard is used, a description of it's greater stringency shall be provided). The ESC plan shall list the BMPs employed and describe how the following objectives will be accomplished: Prevent loss of soil during construction by stormwater runoff and/or wind erosion, including but not limited to stockpiling of topsoil for reuse, Prevent sedimentation of any affected stormwater conveyance systems or receiving streams, Prevent polluting the air with dust and particulate matter, in addition, the ESC plan shall describe how the project team will do the following; Preserve vegetation and mark clearing limits, Establish and delineate construction access, Control flow rates, Install sediment controls, Stabilize soils, Protect slopes, Protect drain inlets, Stabilize channels and outlets, Control pollutants, Control dewatering, Maintain the BMPs, Manage the erosion and sedimentation control plan.	"Requirements have been evaluated by our engineers as equivalent to City of Calgary requirements. The preparation and implementation of a site Erosion and Sedimentation Control (ESC) plan is required for all new construction activities associated with the parcel. The ESC plan shall include Best Management Practices (BMPs) that are either selected from the Washington State Department of Ecology's Stormwater Management Manual for Western Washington, Volume II, Construction Stormwater Pollution Prevention (2005), or from a more stringent agency standard (if an alternative standard is used, a description of it's greater stringency shall be provided). The ESC plan shall list the BMPs employed and describe how the following objectives will be accomplished: Prevent loss of soil during construction by stormwater runoff and/or wind erosion, including but not limited to stockpiling of topsoil for reuse, Prevent sedimentation of any affected stormwater conveyance systems or receiving streams, Prevent polluting the air with dust and particulate matter, in addition, the ESC plan shall describe how the project team will do the following; Preserve vegetation and mark clearing limits, Establish and delineate construction access, Control flow rates, Install sediment controls, Stabilize soils, Protect slopes, Protect drain inlets, Stabilize channels and outlets, Control pollutants, Control dewatering, Maintain the BMPs, Manage the erosion and sedimentation control plan.	
Waste Management Plan	"	"	
LEED-ND Innovation	Recycle and/or salvage at least 50% of nonhazardous construction and demolition debris. Develop and implement a construction waste management plan that, at a minimum, identifies the materials to be diverted from disposal and specifies whether the materials will be stored on-site or commingled.		
LEED PLATINUM ADDS	Green building goal setting workshop, homeowner's manual re: sustainable features, educate sales staff re: environmental performance		
Water Efficient Landscaping	Reduce water consumption for outdoor landscape irrigation by 50% below midsummer baseline case after the 18 month plant establishment period.		

	LEED NC	HOW DOCUMENTATION TO BE PROVIDED
	Create and implement an erosion sediment control plan for all construction activities (Construction Activity Pollution Prevention - Prerequisite)	Developer to provide copy of ESC for WCDT records
	50% of three material streams or 75% of four material streams (Construction & Demolition Waste Management Credit). Examples of material streams could include: wood, concrete/asphalt, metals etc.)	Developers to provide Waste Management Plan
	Green building goal setting workshop, homeowner's manual re: sustainable features, educate sales staff re: environmental performance (innovation credit)	Developers to provide copy of Homeowners Manual once completed.
	Outdoor Water Use Reduction credit Reduce water consumption for outdoor landscape irrigation by 50% below midsummer baseline case after the 18 month plant establishment period.	Provide commitment to achieving in sustainability statement.

Appendices



APPENDIX 1: THE DIRECT CONTROL DISTRICTS

(Excerpt of the administrative Report to the Calgary Planning Commission)

BYLAW NUMBER 11D2017

BEING A BYLAW OF THE CITY OF CALGARY TO AMEND THE LAND USE BYLAW 1P2007 (LAND USE AMENDMENT LOC2016-0050)

****

WHEREAS it is desirable to amend the Land Use Bylaw Number 1P2007 to change the land use designation of certain lands within the City of Calgary;

AND WHEREAS Council has held a public hearing as required by Section 692 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CALGARY ENACTS AS FOLLOWS:

1. The Land Use Bylaw, being Bylaw 1P2007 of the City of Calgary, is hereby amended by deleting that portion of the Land Use District Map shown as shaded on Schedule "A" to this Bylaw and substituting therefor that portion of the Land Use District Map shown as shaded on Schedule "B" to this Bylaw, including any land use designation, or specific land uses and development guidelines contained in the said Schedule "B".

2. This Bylaw comes into force on the date it is passed.

READ A FIRST TIME THIS 17TH DAY OF JANUARY, 2017.

READ A SECOND TIME THIS 17TH DAY OF JANUARY, 2017.

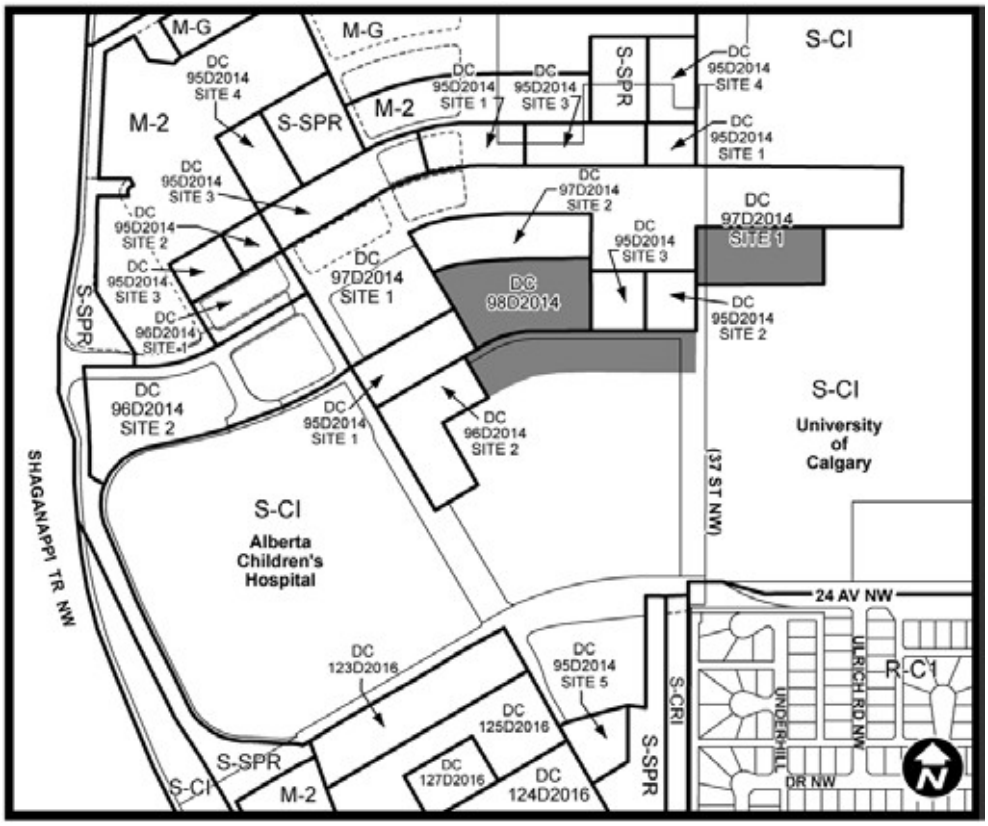
READ A THIRD TIME THIS 17TH DAY OF JANUARY, 2017.

MAYOR
SIGNED THIS 17TH DAY OF JANUARY, 2017.

ACTING CITY CLERK
SIGNED THIS 17TH DAY OF JANUARY, 2017.

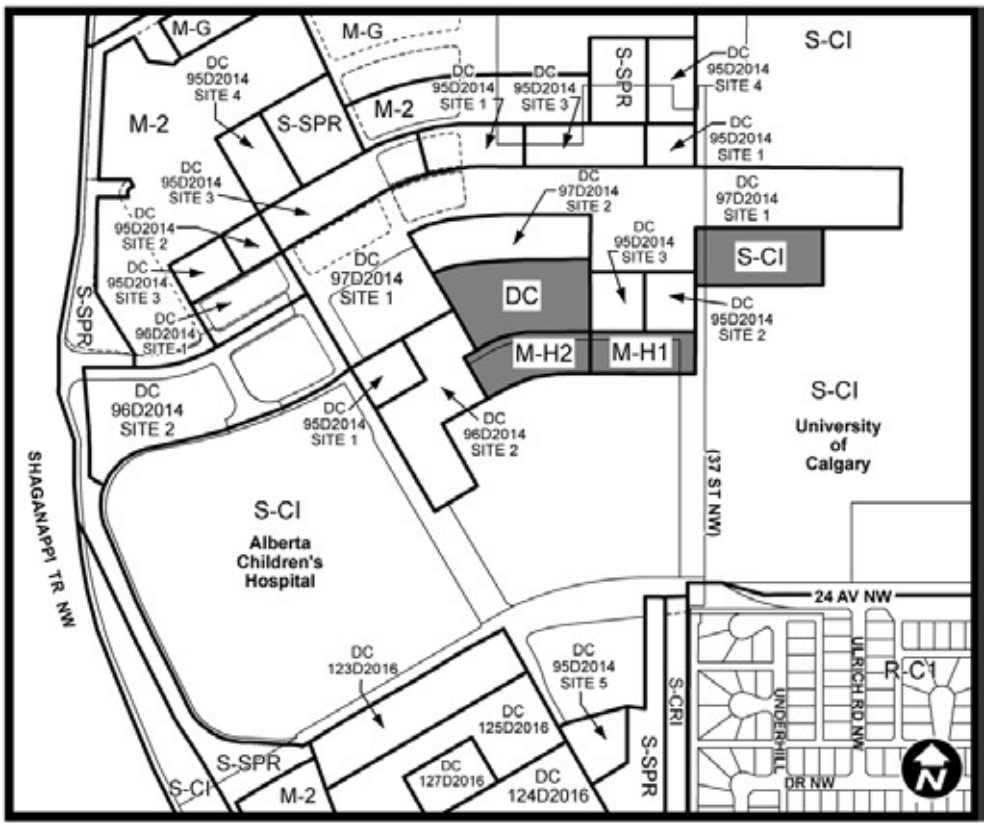
AMENDMENT LOC2016-0050
BYLAW NUMBER 11D2017

SCHEDULE A



AMENDMENT LOC2016-0050
BYLAW NUMBER 11D2017

SCHEDULE B



DC DIRECT CONTROL DISTRICT

Purpose

1 This Direct Control District is intended to:

(a) provide for **Parks**, open space, park utility facilities, and recreation facilities;

(b) allow for ***uses*** which complement the open space nature of the **Park** while facilitating events and activities that add to the overall vibrancy of the community;

(c) allow for the incorporation of below ***grade*** parking in the central **Park** open space if the site is not dedicated as a Municipal Reserve;

(d) allow for options in creation of the **Park** as either Municipal Reserve or as a publically accessible **Park** space provided through a means other than a Municipal Reserve; and

(e) allow ***building*** of an appropriate size and with beneficial ***uses*** that are sited and designed to be integrated in a manner that is complimentary within the **Park**.

Compliance with Bylaw 1P2007

2 Unless otherwise specified, the rules and provisions of Parts 1, 2, 3 and 4 of Bylaw 1P2007 apply to this Direct Control District.

Reference to Bylaw 1P2007

3 Within this Direct Control District, a reference to a section of Bylaw 1P2007 is deemed to be a reference to the section as amended from time to time.

Permitted Uses

4 The following ***uses*** are ***permitted uses*** in this Direct Control District:

(a) **Market**;
(b) **Market Minor**;
(c) **Natural Area**;
(d) **Outdoor Recreation Area**;
(e) **Park**;
(f) **Park Maintenance Facility – Small**;
(g) **Parking Lot – Structure**;
(h) **Power Generation Facility – Small**;
(i) **Sign – Class A**; and
(j) **Utilities**.

Discretionary Uses

5 The following ***uses*** are ***discretionary uses*** in this Direct Control District:

(a) **Artist's Studio**;
(b) **Child Care Service**;
(c) **Convenience Food Store**;
(d) **Community Entrance Feature**;
(e) **Community Recreation Facility**;
(f) **Fitness Centre**;
(g) **Food Kiosk**;
(h) **Indoor Recreation Facility**;
(i) **Information and Service Provider**;
(j) **Library**;
(k) **Museum**;
(l) **Outdoor Café**;
(m) **Restaurant: Food Service Only – Medium**;
(n) **Restaurant: Food Service Only – Small**;

(o) **Restaurant: Licensed - Medium**;
(p) **Restaurant: Licensed - Small**;
(q) **Retail and Consumer Service**;
(r) **Parking Lot – Grade (temporary)**;
(s) **Special Function – Class 1**;
(t) **Special Function – Class 2**;
(u) **Social Organization**;
(v) **Specialty Food Service**;
(w) **Sign – Class B**;
(x) **Sign – Class C**;
(y) **Sign – Class D**;
(z) **Sign – Class E**;
(aa) **Take Out Food Service**; and
(bb) **Utility Building**.

Bylaw 1P2007 District Rules

6 Unless otherwise specified, the General Rules for Special Purpose Land Use Districts of Bylaw 1P2007 apply in this Direct Control District.

Development Plans

7 Comprehensive plans must be submitted to the ***Development Authority*** as part of a ***development permit*** application. These comprehensive plans must show all proposed ***buildings*** for the central **Park** area; outdoor patio areas; lighting; **Park** furniture; finalized landscaping plans; and all sidewalk / pathway connections in addition to the requirements of Bylaw 1P2007.

Use Rules

8 Section 671, as amended, of the Municipal Government Act, pertaining to use of reserve land applies.

Front, Rear and Side Setback Area

9 The ***setback area*** from every ***property line*** must have a minimum depth of 3.0 metres.

Building Height

10 The maximum ***building height*** for any ***building*** within this Direct Control District is 10.0 metres.

Building Coverage

11 The maximum cumulative ***building coverage*** on the ***parcel*** is 1,500 square metres.

Landscaping In Setback Areas

12 All ***uses*** must provide a minimum of: 1.0 trees and 2.0 shrubs for every 45.0 square metres within all ***setback areas***.

Access Requirements

13 **(1)** Every ***building*** on a ***parcel*** must have at least one sidewalk connecting the ***public entrance*** to a public sidewalk, or in the case where there is no public sidewalk, to the nearest ***street***.

(2) Where a ***building*** contains more than one ***use***, every ***use*** that has an exterior ***public entrance*** must either:

(a) have a sidewalk connecting the ***public entrance*** to the sidewalk referenced in subsection (1); or

(b) have a sidewalk connecting that ***public entrance*** to a public sidewalk or to the nearest ***street***.

(3) Every ***building*** on the ***parcel*** must have at least one sidewalk connecting the parking area to the ***public entrances*** of the ***building***.

(4) Every sidewalk provided must:

(a) be a ***hard surfaced landscaped area***;

(b) be a minimum width of 2.0 metres; and

(c) be raised above the surface of the parking area, when located in a parking area.

Parking Requirement

14 **(1)** The ***Development Authority*** may, upon request from the applicant, consider a relaxation of the required ***motor vehicle parking stalls*** and ***visitor parking stalls*** for a ***development*** where a parking study submitted as part of a ***development permit*** application demonstrates that the ***motor vehicle parking stall*** requirement or ***visitor parking stall*** requirements should vary from the requirements of this Direct Control District. This review will be subject to normal relaxation considerations as defined in Bylaw 1P2007 and may include provisions for shared management of ***motor vehicle parking stalls*** and ***visitor parking stalls*** when they are not occupied for their designated ***uses***.

(2) ***Motor vehicle parking stalls*** within a **Parking Lot - Structure** to be used for public access must be located beneath surface and may be used to satisfy minimum parking requirements for ***uses*** within this Direct Control District.

Discretionary Use That Does Not Comply

15 The ***Development Authority*** may approve a ***development permit*** application for a ***discretionary use*** where the proposed ***development*** does not comply with all of the applicable requirements and rules of this Direct Control District if in the opinion of the ***Development Authority***:

(a) the proposed ***development*** would not unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the use, enjoyment or value of neighbouring properties; and

(b) the proposed ***development*** conforms with a ***use*** prescribed by this Direct Control District for that land or ***building***.

BYLAW NUMBER 12D2017

BEING A BYLAW OF THE CITY OF CALGARY TO AMEND THE LAND USE BYLAW 1P2007 (LAND USE AMENDMENT LOC2016-0050)

* *

WHEREAS it is desirable to amend the Land Use Bylaw Number 1P2007 to change the land use designation of certain lands within the City of Calgary;

AND WHEREAS Council has held a public hearing as required by Section 692 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended;

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MAYOR
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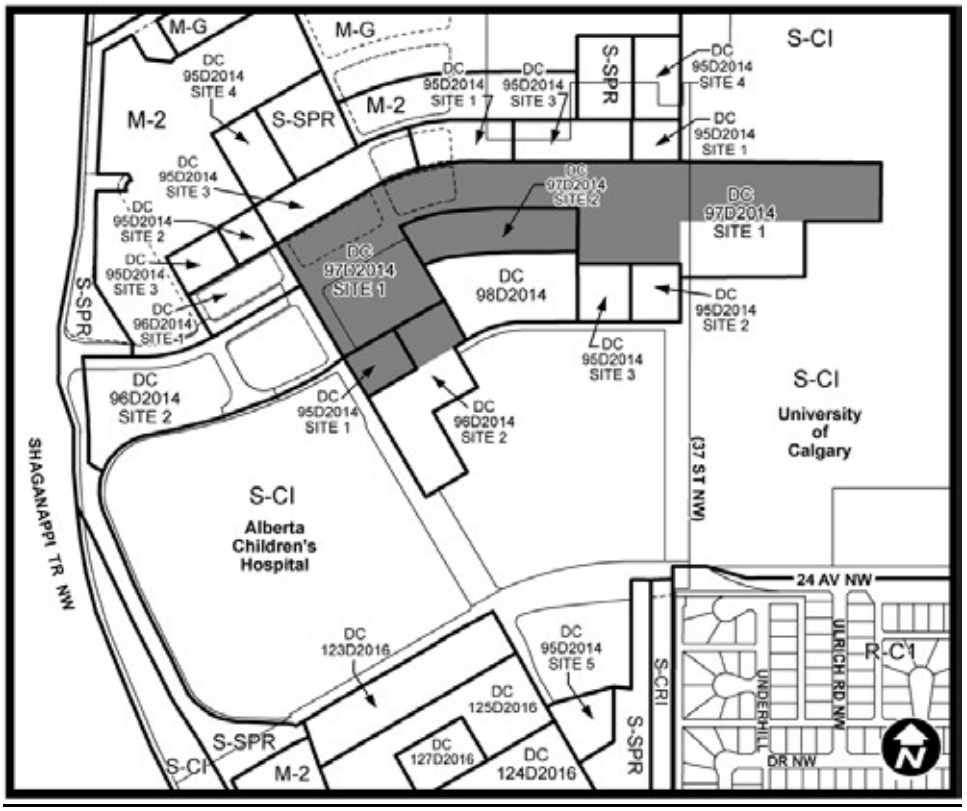
ACTING CITY CLERK
SIGNED THIS 17TH DAY OF JANUARY, 2017.

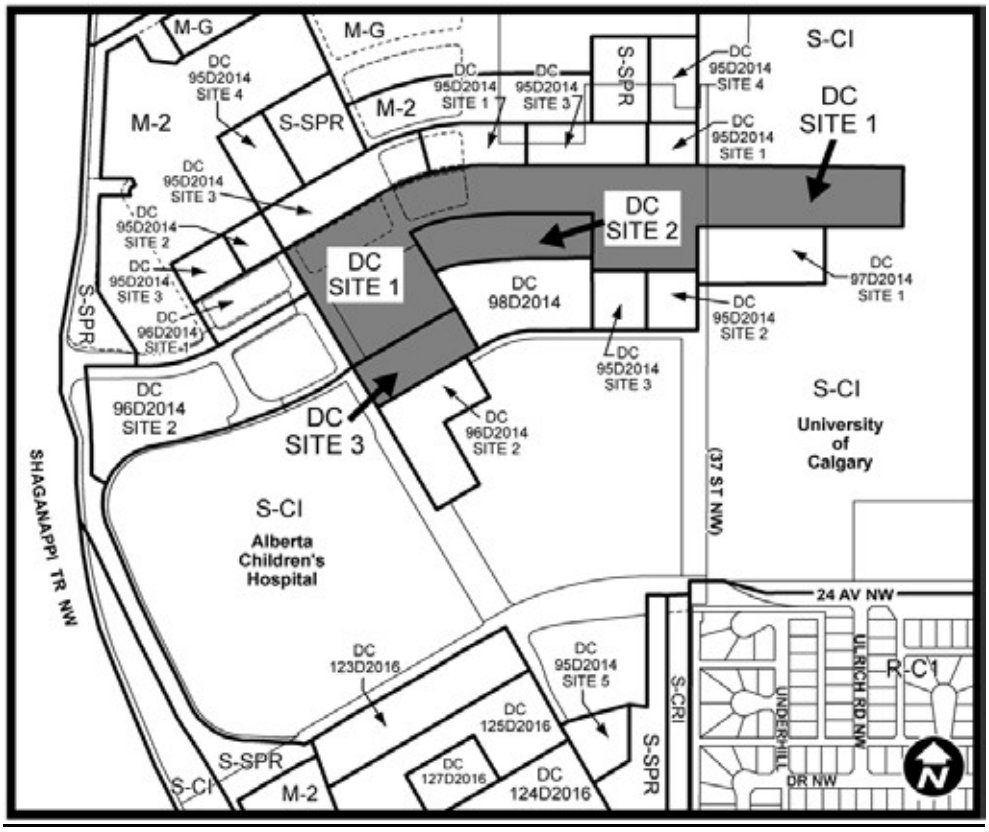
AMENDMENT LOC2016-0050
BYLAW NUMBER 12D2017

SCHEDULE A



AMENDMENT LOC2016-0050
BYLAW NUMBER 12D2017

SCHEDULE B



DC DIRECT CONTROL DISTRICT

Purpose

1 This Direct Control District is intended to:

(a) create a highly animated, urban, and compact high ***street*** environment for the main retail ***street***,

(b) establish a continuous commercial ***street*** wall on both sides of the ***street***, allowing for visible access to open space amenities such as plazas and **Parks**, and clear breaks for ***street*** intersections;

(c) create plazas and **Parks** to be inviting, easily accessible, and to have a relationship with abutting ***uses*** such as a restaurant or café;

(d) prescribe ***building setbacks*** that will help to create a pedestrian oriented environment where ***frontages*** and entrances are close to the sidewalk and ***street*** in order to engage the public realm;

(e) create a highly attractive, non-obstructive, and comfortable ***street*** environment for the pedestrian, considering: a balance of tree canopy for shade and sunny areas for café spill-over, the use of attractive and safe street paving, seating areas, and amenities such as bike racks and recycling bins;

(f) allow for flexible and diverse community amenities, services and attractive destinations along the main retail ***street***;

(g) allow for a majority of retail oriented commercial ***uses*** on the ground floor of ***buildings***;

(h) allow for some commercial ***uses*** on the upper floors of ***buildings***, in addition to **Office** and residential ***uses***, to encourage a highly mixed-***use*** environment;

(i) establish a high proportion of glazing on the ground floor of commercial ***buildings***, to maximize natural illumination within ***buildings*** and create transparency, maximum visibility, and interest to the mutual benefit of retail owner and shopper;

(j) establish where appropriate, recessed entrance ways to storefronts and include additional detailing, to portray and celebrate a sense of arrival;

(k) incorporate architectural interest in the design of the ***street*** wall through the use of colour, change in ***building*** materials, and vertical and horizontal expression, to create interest along the ***street*** and contribute to the human scale of ***street*** spaces;

(l) incorporate canopies extending out towards the ***street*** for weather protection purposes; and

(m) have the majority of the ***motor vehicle parking stalls*** located within parking structures except in specific cases for ***visitor parking stalls***, short stay parking and ***lane*** facing ***units***.

Compliance with Bylaw 1P2007

2 Unless otherwise specified, the rules and provisions of Parts 1, 2, 3 and 4 of Bylaw 1P2007 apply.

Reference to Bylaw 1P2007

3 Within this Direct Control District, a reference to a section of Bylaw 1P2007 is deemed to be a reference to the section as amended from time to time.

Bylaw 1P2007 Rules

4 Unless otherwise specified in this Direct Control District, the rules of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 apply in this Direct Control District.

Development Plans

5 Comprehensive plans must be submitted to the ***Development Authority*** as part of a ***development permit*** application. These comprehensive plans must show all proposed ***buildings***; access locations, drive aisles, parking and loading areas; outdoor patio areas; lighting; park furniture; finalized landscaping plans; and all sidewalk / pathway connections in addition to the requirements of Bylaw 1P2007.

Use Area

6 **(1)** Unless otherwise referenced in subsection (3), the maximum ***use area*** for ***uses*** on the ground floor of ***buildings*** in this Direct Control District is 1900.0 square metres.

(2) There is no maximum ***use area*** requirement for ***uses*** located on upper floors of a ***building*** in this Direct Control District.

(3) The maximum ground floor ***use area*** of a:

(a) **Cinema**, or a **Cinema** combined with any other ***use***, is 3300.0 square metres;

(b) **Performing Arts Centre**, or a **Performing Arts Centre** combined with any other ***use*** is 930.0 square metres; and

(c) **Supermarket**, or a **Supermarket** combined with any other ***use***, is 3800.0 square metres.

(4) The following ***uses*** do not have a ***use area*** restriction:

(a) **Addiction Treatment**;
(b) **Assisted Living**;
(c) **Custodial Care**;
(d) **Hotel**; and
(e) **Residential Care**.

Location of Uses within Buildings

7 **(1)** The following ***uses*** must not be located on the ground floor of ***buildings***:

(a) **Addiction Treatment**;
(b) **Assisted Living**;
(c) **Catering Service – Minor**;
(d) **Counselling Service**;
(e) **Custodial Care**;
(f) **Health Services Laboratory – With Clients**;
(g) **Home Based Child Care – Class 1**;
(h) **Home Occupation – Class 1**;
(i) **Home Occupation – Class 2**; and
(j) **Residential Care**.

(2) **Dwelling units** must not be located on the ground floor of ***buildings*** fronting onto University Avenue NW.

(3) Main entrances to multi-residential ***buildings*** and **Hotels** are allowed on University Avenue NW.

(4) There is no requirement of ***buildings*** to contain a minimum percentage of "Commercial Uses".

Front Setback Area

8 **(1)** The ***front setback area*** for any ***building*** along the main retail ***street*** on the south side of the ***street*** must have a minimum depth of 0.0 metres and a maximum depth of 2.0 metres.

(2) The ***front setback area*** for any ***building*** along the main retail ***street*** on the north side of the ***street*** must have a minimum depth of 3.0 metres and maximum depth of 6.0 metres.

(3) In the event that a 0.0 metre setback is applied in subsection 8(1) inset doorways to allow for safe movement of pedestrians will be required.

Parking Requirements

9 **(1)** The ***Development Authority*** may consider a relaxation of the required ***motor vehicle parking stalls*** and ***visitor parking stalls*** for a ***development*** where a parking study submitted as part of a ***development permit*** application demonstrates that the ***motor vehicle parking stall*** requirement or ***visitor parking stall*** requirements should vary from the requirements of this Direct Control District Bylaw. This review will be subject to normal relaxation considerations as defined in Bylaw 1P2007 and may include provisions for shared management of ***motor vehicle parking stalls*** and ***visitor parking stalls*** when they are not occupied for their designated ***uses***.

(2) ***Motor vehicle parking stalls*** for any ***use*** within this Direct Control District must be provided in an above ***grade*** or below ***grade*** parking structure.

(3) Notwithstanding subsection (2), a temporary ***development permit*** may be issued for surface parking.

(4) Notwithstanding subsection (2), the ***Development Authority*** may approve ***motor vehicle parking stalls,*** outside of a parking structure for the following purposes:

(a) ***visitor parking stalls;***

(b) ***motor vehicle parking stalls*** for ***units*** that face a ***lane***; and

(c) short stay ***motor vehicle parking stalls*** where:

(i) a vehicle remains parked for no more than 4 hours at a time; and

(ii) there is convenient pedestrian access to the ***street*** level and publicly accessible ***uses*** within the ***development***;

(5) ***Motor vehicle parking stalls*** located outside of a parking structure must not be located between a ***building*** and a commercial ***street***.

(6) ***Motor vehicle parking stalls*** within a **Parking Lot - Structure** to be used for public purposes may be used to satisfy minimum parking requirements for ***uses*** within this Direct Control District.

Site 1 (± 17.01 acres (6.88 hectares))

Application
10 The provisions of sections 11 to 13 only apply to Site 1 of this Direct Control District.

Permitted Uses
11 The ***permitted uses*** of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the ***permitted uses*** in this Direct Control District.

Discretionary Uses
12 The ***discretionary uses*** of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District, with the addition of:

(a) **Community Recreation Facility;**
(b) **Dinner Theatre**;
(c) **Food Kiosk**;
(d) **Funeral Home**;
(e) **Market**;
(f) **Market – Minor**;
(g) **Parking Lot – Grade (temporary)**;
(h) **Parking Lot – Structure**;
(i) **Performing Arts Centre**;

(j) **Restaurant Food Service Only – Large**; and
(k) **Restaurant Licensed – Large**.

Building Height

13 **(1)** Unless otherwise referenced, the maximum ***building height*** is 23.0 metres.

(2) The maximum ***building height*** for a **Hotel** is 53.0 metres measured above ***grade***.

Site 2 (± 2.73 acres (1.10 hectares))

Application
14 The provisions in sections 15 through 19 apply only to Site 2.

General Definitions
15 ***Publicly accessible amenity space*** means open space located on a privately owned ***parcel*** that is accessible to the public and designed for active or passive use, which may have some form of covering but is generally open air space that is not fully enclosed, and is in a location, form, and configuration acceptable to the ***Development Authority***.

Permitted Uses
16 The ***permitted uses*** of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the ***permitted uses*** in this Direct Control District.

Discretionary Uses
17 The ***discretionary uses*** of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District,

(a) with the addition of:

(i) **Food Kiosk**;
(ii) **Market**;
(iii) **Market – Minor;**
(iv) **Restaurant Food Service Only – Large**; and
(v) **Restaurant Licensed – Large**; and

(b) with the exclusion of:

(i) **Addiction Treatment**; and
(ii) **Funeral Home**.

Use Rules
18 A 25.0 per cent minimum open space ***frontage*** between the main retail ***street*** and the central **Park** must be provided.

Building Height
19 The maximum ***building height*** is 17.0 metres.

Site 3 (± 1.95 acres (0.79 hectares))

Application

20 The provisions in sections 21 through 24 only apply to Site 3 of this Direct Control District.

Permitted Uses

21 The ***permitted uses*** of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the ***permitted uses*** in this Direct Control District.

Discretionary Uses

22 The ***discretionary uses*** of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District, with the addition of:

(a) **Community Recreation Facility**;
(b) **Dinner Theatre**;
(c) **Funeral Home**;
(d) **Food Kiosk**;
(e) **Market**;
(f) **Market - Minor**;
(g) **Parking Lot – Grade (temporary)**;
(h) **Parking Lot – Structure**;
(i) **Performing Arts Centre**;
(j) **Restaurant Food Service Only – Large**; and
(k) **Restaurant Licensed – Large**.

Building Height

23 **(1)** Unless otherwise referenced in sections (2) and (3), the maximum ***building height*** is 36.0 metres.

(2) The maximum ***building height*** adjacent to the central **Park** is 26.0 metres.

(3) The maximum ***building height*** for a **Hotel** is 53.0 metres.

Location of Uses within Buildings

24 The ground floor of ***buildings*** may contain "Commercial Uses", ***discretionary uses*** contained in section 22 of this Direct Control District and **Dwelling Units**.

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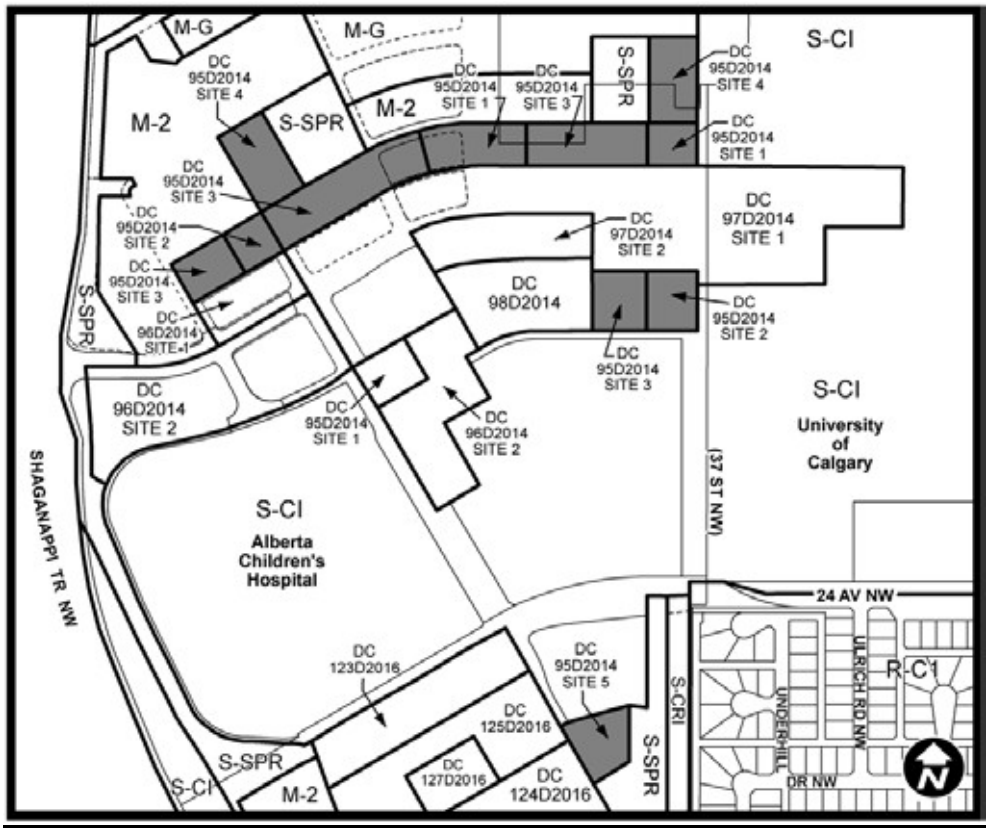
MAYOR
SIGNED THIS 17TH DAY OF JANUARY, 2017.

ACTING CITY CLERK
SIGNED THIS 17TH DAY OF JANUARY, 2017.

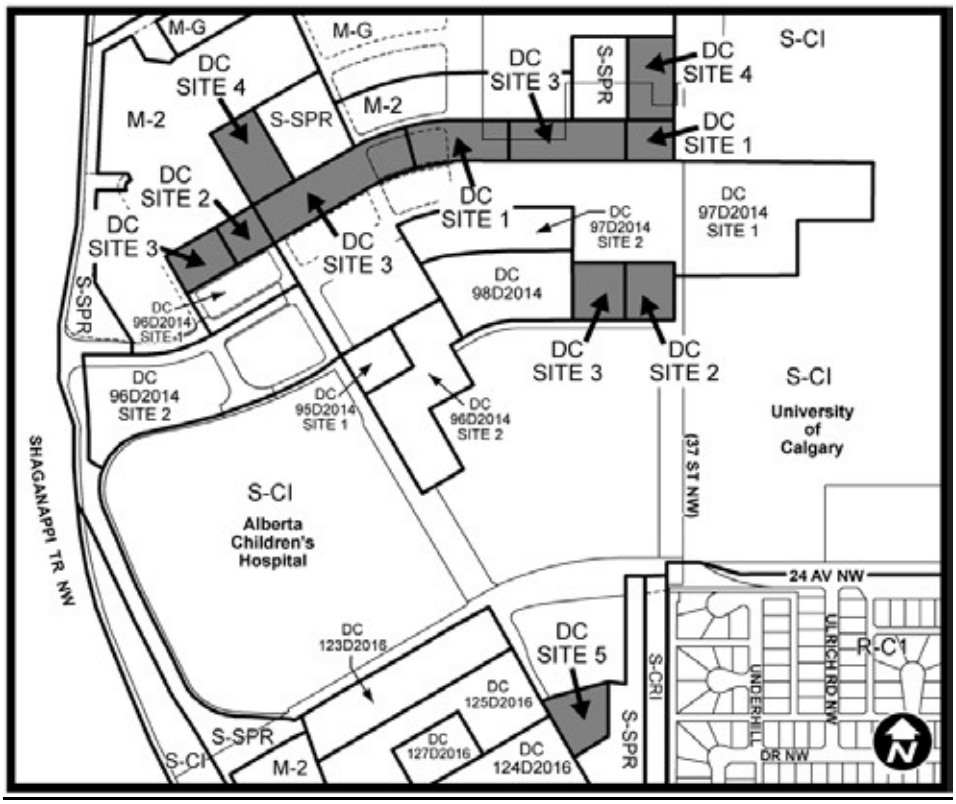
AMENDMENT LOC2016-0050
BYLAW NUMBER 13D2017

SCHEDULE A



AMENDMENT LOC2016-0050
BYLAW NUMBER 13D2017

SCHEDULE B



DC DIRECT CONTROL DISTRICT

Purpose

1 The intent of this Direct Control District is to:

(a) provide a diversity of multi-residential housing forms and ***unit*** size choices to attract a diversity of users;

(b) create a residential fabric that builds community by having direct relationships to the ***streets***, with animation at the ground level defined by useable front garden rooms, front porches, front entrances to the ***street***, and human scale façade treatments and design elements;

(c) allow for innovation in housing form in addition to the prescribed housing typologies, such as ***suites*** over garages, separate entries for above ***grade*** units in ***Townhouses***, and home ***Office*** and studios.

(d) prescribe ***building setbacks*** that will help to create a pedestrian oriented environment where ***frontages*** and entrances are close to the sidewalk and ***street*** in order to engage the public realm;

(e) create a highly attractive, non-obstructive, and comfortable ***street*** environment for the pedestrian, considering: a balance of tree canopy for shade and sunny areas for café spill-over, the use of attractive and safe street paving, seating areas, and amenities such as bike racks and recycling bins;

(f) allow for flexible and diverse community amenities, services and attractive destinations along the main retail ***street***;

(g) allow for a majority of retail oriented commercial ***uses*** on the ground floor of ***buildings***;

(h) allow for some commercial ***uses*** on the upper floors of ***buildings***, in addition to **Office** and residential ***uses***, to encourage a highly mixed-***use*** environment;

(i) establish a high proportion of glazing on the ground floor of commercial ***buildings***, to maximize natural illumination within ***buildings*** and create transparency, maximum visibility, and interest to the mutual benefit of retail owner and shopper;

(j) establish where appropriate, recessed entrance ways to storefronts and include additional detailing, to portray and celebrate a sense of arrival;

(k) incorporate architectural interest in the design of the ***street*** wall through the use of colour, change in ***building*** materials, and vertical and horizontal expression, to create interest along the ***street*** and contribute to the human scale of ***street*** spaces;

(l) incorporate canopies extending out towards the ***street*** for weather protection purposes; and

(m) have the majority of the ***motor vehicle parking stalls*** located within parking structures except in specific cases for ***visitor parking stalls***, short stay parking and ***lane*** facing ***units***.

Compliance with Bylaw 1P2007

2 Unless otherwise specified, the rules and provisions of Parts 1, 2, 3 and 4 of Bylaw 1P2007 apply.

Reference to Bylaw 1P2007

3 Within this Direct Control District, a reference to a section of Bylaw 1P2007 is deemed to be a reference to the section as amended from time to time.

Bylaw 1P2007 Rules

4 Unless otherwise specified in this Direct Control District, the rules of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 apply in this Direct Control District.

Development Plans

5 Comprehensive plans must be submitted to the ***Development Authority*** as part of a ***development permit*** application. These comprehensive plans must show all proposed ***buildings***; access locations, drive aisles, parking and loading areas; outdoor patio areas; lighting; park furniture; finalized landscaping plans; and all sidewalk / pathway connections in addition to the requirements of Bylaw 1P2007.

Use Area

6 **(1)** Unless otherwise referenced in subsection (3), the maximum ***use area*** for ***uses*** on the ground floor of ***buildings*** in this Direct Control District is 1900.0 square metres.

(2) There is no maximum ***use area*** requirement for ***uses*** located on upper floors of a ***building*** in this Direct Control District.

(3) The maximum ground floor ***use area*** of a:

(a) **Cinema**, or a **Cinema** combined with any other ***use***, is 3300.0 square metres;

(b) **Performing Arts Centre**, or a **Performing Arts Centre** combined with any other ***use*** is 930.0 square metres; and

(c) **Supermarket**, or a **Supermarket** combined with any other ***use***, is 3800.0 square metres.

(4) The following ***uses*** do not have a ***use area*** restriction:

(a) **Addiction Treatment**;
(b) **Assisted Living**;
(c) **Custodial Care**;
(d) **Hotel**; and
(e) **Residential Care**.

Location of Uses within Buildings

7 **(1)** The following ***uses*** must not be located on the ground floor of ***buildings***:

(a) **Addiction Treatment**;
(b) **Assisted Living**;
(c) **Catering Service – Minor**;
(d) **Counselling Service**;
(e) **Custodial Care**;
(f) **Health Services Laboratory – With Clients**;
(g) **Home Based Child Care – Class 1**;
(h) **Home Occupation – Class 1**;
(i) **Home Occupation – Class 2**; and
(j) **Residential Care**.

(2) **Dwelling units** must not be located on the ground floor of ***buildings*** fronting onto University Avenue NW.

(3) Main entrances to multi-residential ***buildings*** and **Hotels** are allowed on University Avenue NW.

(4) There is no requirement of ***buildings*** to contain a minimum percentage of "Commercial Uses".

Front Setback Area

8 **(1)** The ***front setback area*** for any ***building*** along the main retail ***street*** on the south side of the ***street*** must have a minimum depth of 0.0 metres and a maximum depth of 2.0 metres.

(2) The ***front setback area*** for any ***building*** along the main retail ***street*** on the north side of the ***street*** must have a minimum depth of 3.0 metres and maximum depth of 6.0 metres.

(3) In the event that a 0.0 metre setback is applied in subsection 8(1) inset doorways to allow for safe movement of pedestrians will be required.

Parking Requirements

9 **(1)** The ***Development Authority*** may consider a relaxation of the required ***motor vehicle parking stalls*** and ***visitor parking stalls*** for a ***development*** where a parking study submitted as part of a ***development permit*** application demonstrates that the ***motor vehicle parking stall*** requirement or ***visitor parking stall*** requirements should vary from the requirements of this Direct Control District Bylaw. This review will be subject to normal relaxation considerations as defined in Bylaw 1P2007 and may include provisions for shared management of ***motor vehicle parking stalls*** and ***visitor parking stalls*** when they are not occupied for their designated ***uses***.

(2) ***Motor vehicle parking stalls*** for any ***use*** within this Direct Control District must be provided in an above ***grade*** or below ***grade*** parking structure.

Permitted Uses

16 The ***permitted uses*** of the Multi-Residential - High Density Medium Rise (M-H2) District of Bylaw 1P2007 are the ***permitted uses*** in this Direct Control District.

Discretionary Uses

17 The ***discretionary uses*** of the Multi-Residential - High Density Medium Rise (M-H2) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District with the addition of:

(a) **Parking Lot – Grade (temporary)**.

Bylaw 1P2007 Rules

18 Unless otherwise specified in this Direct Control District, the rules of the Multi-Residential - High Density Medium Rise (M-H2) District of Bylaw 1P2007 apply in this Direct Control District.

Building Height

19 The maximum ***building height*** is 44.0 metres.

Floor Area Ratio

20 The maximum ***floor area ratio*** is 7.0.

Site 3 (± 6.49 acres (2.63 hectares))

Application

21 The provisions in section 22 through 26 apply only to Site 3.

Purpose

22 Site 3 in this Direct Control District is intended to:

(a) allow for flexibility in ***building*** articulation;

(b) make use of design elements that contribute to diversity in ***building*** façade treatments. Design elements can include projecting roofs, trellises, sunscreens, extended wall planes, a change in wall materials or direction of materials (horizontal to vertical); and

(c) allow for a change in vertical and horizontal expression or a change in materials on the façades of ***buildings*** to differentiate the lower portion of a ***building*** (one to three storeys) intended to create a human scale relationship to the ***street***, from the upper portion of a ***building***.

Permitted Uses

23 The ***permitted uses*** of the Multi-Residential - High Density Low Rise (M-H1) District of Bylaw 1P2007 are the ***permitted uses*** in this Direct Control District.

(j) **Restaurant Food Service Only – Large**; and
(k) **Restaurant Licensed – Large**.

Building Height

13 **(1)** Unless otherwise referenced, the maximum ***building height*** is 23.0 metres.

(2) The maximum ***building height*** for a **Hotel** is 53.0 metres measured above ***grade***.

Site 2 (± 2.73 acres (1.10 hectares))

Application
14 The provisions in sections 15 through 19 apply only to Site 2.

General Definitions
15 ***Publicly accessible amenity space*** means open space located on a privately owned ***parcel*** that is accessible to the public and designed for active or passive use, which may have some form of covering but is generally open air space that is not fully enclosed, and is in a location, form, and configuration acceptable to the ***Development Authority***.

Permitted Uses
16 The ***permitted uses*** of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the ***permitted uses*** in this Direct Control District.

Discretionary Uses
17 The ***discretionary uses*** of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District,

(a) with the addition of:

(i) **Food Kiosk**;
(ii) **Market**;
(iii) **Market – Minor;**
(iv) **Restaurant Food Service Only – Large**; and
(v) **Restaurant Licensed – Large**; and

(b) with the exclusion of:

(i) **Addiction Treatment**; and
(ii) **Funeral Home**.

Use Rules
18 A 25.0 per cent minimum open space ***frontage*** between the main retail ***street*** and the central **Park** must be provided.

Building Height
19 The maximum ***building height*** is 17.0 metres.

Site 3 (± 1.95 acres (0.79 hectares))

Application

20 The provisions in sections 21 through 24 only apply to Site 3 of this Direct Control District.

Permitted Uses

21 The ***permitted uses*** of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the ***permitted uses*** in this Direct Control District.

Discretionary Uses

22 The ***discretionary uses*** of the Commercial – Corridor 1 (C-COR1) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District, with the addition of:

(a) **Community Recreation Facility**;
(b) **Dinner Theatre**;
(c) **Funeral Home**;
(d) **Food Kiosk**;
(e) **Market**;
(f) **Market - Minor**;
(g) **Parking Lot – Grade (temporary)**;
(h) **Parking Lot – Structure**;
(i) **Performing Arts Centre**;
(j) **Restaurant Food Service Only – Large**; and
(k) **Restaurant Licensed – Large**.

Building Height

23 **(1)** Unless otherwise referenced in sections (2) and (3), the maximum ***building height*** is 36.0 metres.

(2) The maximum ***building height*** adjacent to the central **Park** is 26.0 metres.

(3) The maximum ***building height*** for a **Hotel** is 53.0 metres.

Location of Uses within Buildings

24 The ground floor of ***buildings*** may contain "Commercial Uses", ***discretionary uses*** contained in section 22 of this Direct Control District and **Dwelling Units**.

BYLAW NUMBER 13D2017

BEING A BYLAW OF THE CITY OF CALGARY TO AMEND THE LAND USE BYLAW 1P2007 (LAND USE AMENDMENT LOC2016-0050)

* *

WHEREAS it is desirable to amend the Land Use Bylaw Number 1P2007 to change the land use designation of certain lands within the City of Calgary;

AND WHEREAS Council has held a public hearing as required by Section 692 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CALGARY ENACTS AS FOLLOWS:

1. The Land Use Bylaw, being Bylaw 1P2007 of the City of Calgary, is hereby amended by deleting that portion of the Land Use District Map shown as shaded on Schedule "A" to this Bylaw and substituting therefor that portion of the Land Use District Map shown as shaded on Schedule "B" to this Bylaw, including any land use designation, or specific land uses and development guidelines contained in the said Schedule "B".

2. This Bylaw comes into force on the date it is passed.

READ A FIRST TIME THIS 17TH DAY OF JANUARY, 2017.

READ A SECOND TIME THIS 17TH DAY OF JANUARY, 2017.

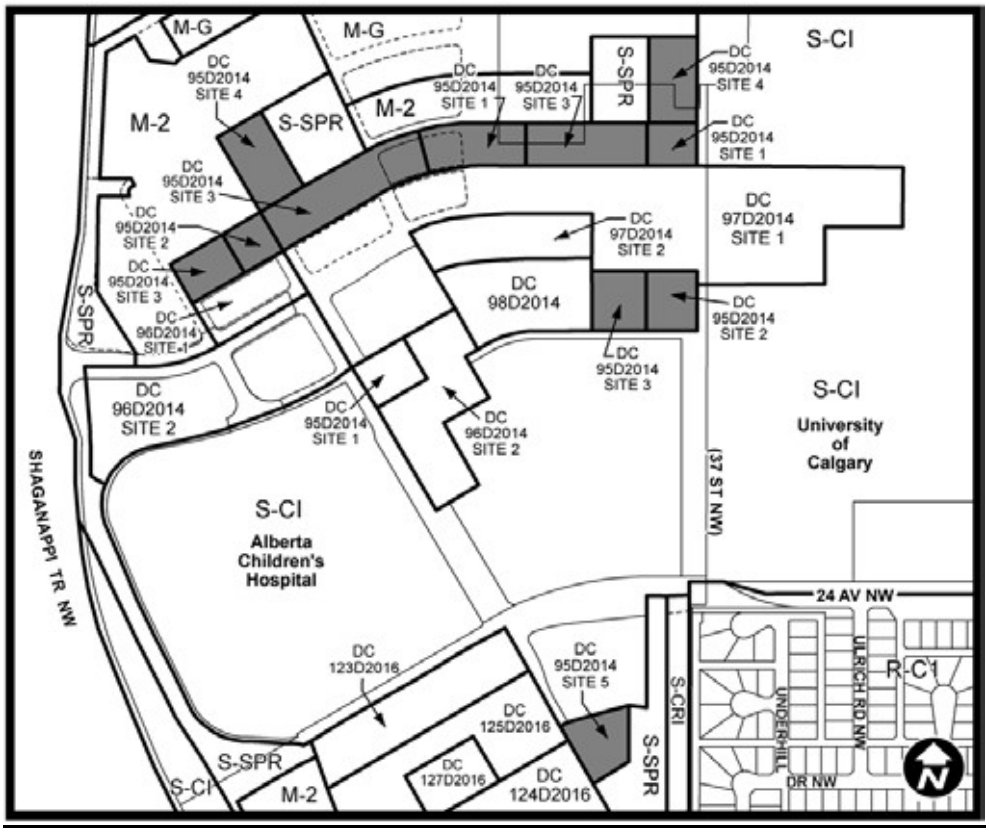
READ A THIRD TIME THIS 17TH DAY OF JANUARY, 2017.

MAYOR
SIGNED THIS 17TH DAY OF JANUARY, 2017.

ACTING CITY CLERK
SIGNED THIS 17TH DAY OF JANUARY, 2017.

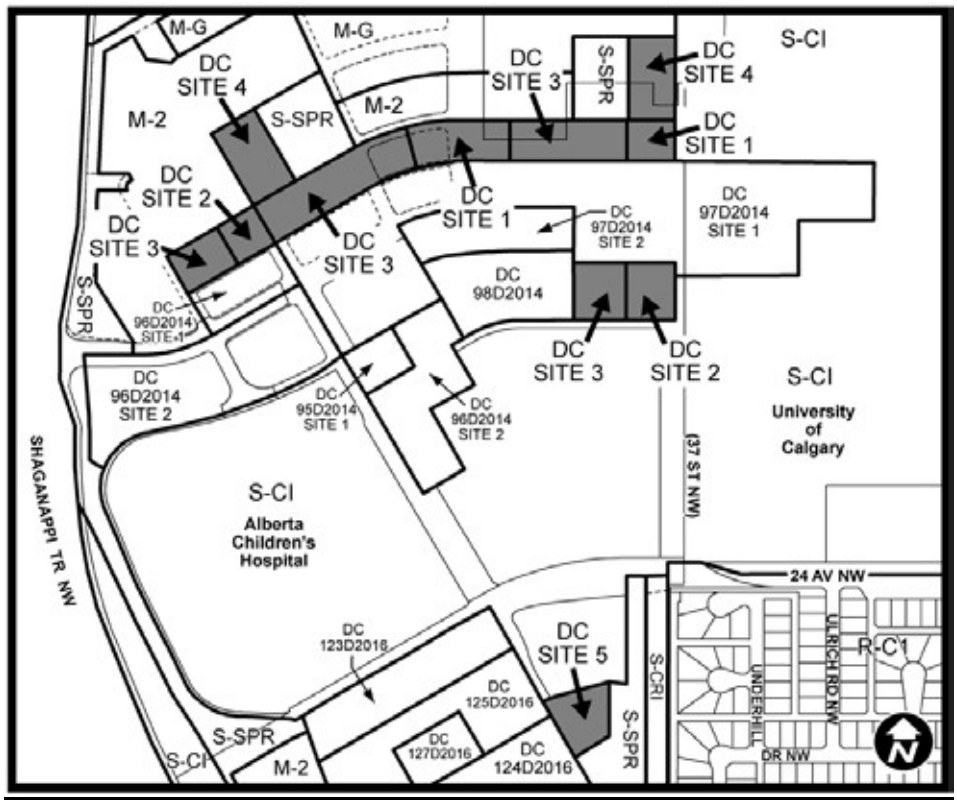
AMENDMENT LOC2016-0050
BYLAW NUMBER 13D2017

SCHEDULE A



AMENDMENT LOC2016-0050
BYLAW NUMBER 13D2017

SCHEDULE B



DC DIRECT CONTROL DISTRICT

Purpose

1 The intent of this Direct Control District is to:

(a) provide a diversity of multi-residential housing forms and ***unit*** size choices to attract a diversity of users;

(b) create a residential fabric that builds community by having direct relationships to the ***streets***, with animation at the ground level defined by useable front garden rooms, front porches, front entrances to the ***street***, and human scale façade treatments and design elements;

(c) allow for innovation in housing form in addition to the prescribed housing typologies, such as ***suites*** over garages, separate entries for above ***grade*** units in ***Townhouses***, and home ***Office*** and studios.

(d) allow the flexibility for change in ***use*** for at ***grade uses*** on certain sites over time;

(e) provide quality landmark higher ***density*** residential ***buildings*** that provide visual interest and a transition between the main ***street*** and the ***residential district***;

(f) provide ***building*** articulation to create quality streetscapes that may include human scale façade treatments, visible entrances that front the ***street***, ***building*** fenestration and façade design detail to avoid flat façade appearances, and varied ***balcony*** forms - inset and protruding, designed as integral parts of the ***building*** rather than appearing to be "tacked on"; and

(g) have the majority of the ***motor vehicle parking stalls*** located within parking structures except in specific cases for ***visitor parking stalls***, short stay parking and ***lane*** facing ***units***.

Compliance with Bylaw 1P2007

2 Unless otherwise specified, the rules and provisions of Parts 1, 2, 3 and 4 of Bylaw 1P2007 apply to this Direct Control District.

Reference to Bylaw 1P2007

3 Within this Direct Control District, a reference to a section of Bylaw 1P2007 is deemed to be a reference to the section as amended from time to time.

Parking Requirements for all Sites

4 The ***Development Authority*** may, upon request from the applicant, consider a relaxation of the required ***motor vehicle parking stalls*** and ***visitor parking stalls*** for a ***development*** where a parking study submitted as part of a ***development permit*** application demonstrates that the ***motor vehicle parking stall*** requirement or ***visitor parking stall*** requirements should vary from the requirements of this Direct Control District Bylaw.

Parking Requirements for Sites 1, 2 and 3

5 **(1)** ***Motor vehicle parking stalls*** for any ***use*** within this Direct Control District must be provided in an above grade or below grade parking structure.

(2) Notwithstanding subsection (1), a temporary ***development permit*** may be issued for **Parking Lot – Grade (temporary)**.

(3) Notwithstanding subsection (1), the ***Development Authority*** may approve ***motor vehicle parking stalls,*** outside of a parking structure for the following purposes:

(a) ***visitor parking stalls***;

(b) ***motor vehicle parking stalls*** for ***units*** that face a ***lane***; and

(c) short stay ***motor vehicle parking stalls*** where:

(i) a vehicle remains parked for no more than 4 hours at a time; and

(ii) there is convenient pedestrian access to the ***street*** level and publicly accessible ***uses*** within the ***development***.

(4) ***Motor vehicle parking stalls*** located outside of a parking structure must not be located between a ***building*** and a commercial ***street***.

Discretionary Use That Does Not Comply

6 The ***Development Authority*** may approve a ***development permit*** application for a ***discretionary use*** where the proposed ***development*** does not comply with all of the applicable requirements and rules of this Direct Control District if in the opinion of the ***Development Authority***:

(a) the proposed ***development*** would not unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the ***use***, enjoyment or value of neighbouring properties; and

(b) the proposed ***development*** conforms with a ***use*** prescribed by this Direct Control District for that land or ***building***.

Site 1 (± 2.27 acres (0.92 hectares))

Application

7 The provisions in sections 8 through 13 apply only to Site 1.

Purpose

8 Site 1 in this Direct Control District is intended to:

(a) allow for additional ***building height*** on strategic ***parcels*** in order to create gateways to the main retail ***street***, to create visual markers and landmarks, and to diversify housing type and ***unit*** options;

(b) allow for flexibility in ***building*** articulation;

(c) make use of design elements that contribute to diversity in ***building*** façade treatments. Design elements can include projecting roofs, trellises, sunscreens, extended wall planes, a change in wall materials or direction of materials (horizontal to vertical); and

(d) allow for a change in vertical and horizontal expression or a change in materials on the façades of ***buildings*** to differentiate the lower portion of a ***building*** (one to three ***storeys***) intended to create a human scale relationship to the ***street***, from the upper portion of a ***building***.

Permitted Uses

9 The ***permitted uses*** of the Multi-Residential - High Density Medium Rise (M-H2) District of Bylaw 1P2007 are the ***permitted uses*** in this Direct Control District.

Discretionary Uses

10 The ***discretionary uses*** of the Multi-Residential - High Density Medium Rise (M-H2) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District with the addition of:

(a) **Parking Lot – Grade (temporary)**.

Bylaw 1P2007 Rules

11 Unless otherwise specified in this Direct Control District, the rules of the Multi-Residential - High Density Medium Rise (M-H2) District of Bylaw 1P2007 apply in this Direct Control District.

Building Height

12 The maximum ***building height*** is 50.0 metres.

Floor Area Ratio

13 The maximum ***floor area ratio*** is 9.3.

Site 2 (± 1.74 acres (0.70 hectares))

Application

14 The provisions in section 15 through 20 apply only to Site 2.

Purpose

15 Site 2 in this Direct Control District is intended to:

(a) allow for additional ***building height*** on strategic parcels in order to create gateways to the main retail ***street***, to create visual markers and landmarks, and to diversify housing type and ***unit*** options;

(b) allow for flexibility in ***building*** articulation;

(c) make use of design elements that contribute to diversity in ***building*** façade treatments. Design elements can include projecting roofs, trellises, sunscreens, extended wall planes, a change in wall materials or direction of materials (horizontal to vertical); and

(d) allow for a change in vertical and horizontal expression or a change in materials on the façades of ***buildings*** to differentiate the lower portion of a building (one to three ***storeys***) intended to create a human scale relationship to the ***street***, from the upper portion of a ***building***.

Permitted Uses

16 The ***permitted uses*** of the Multi-Residential - High Density Medium Rise (M-H2) District of Bylaw 1P2007 are the ***permitted uses*** in this Direct Control District.

Discretionary Uses

17 The ***discretionary uses*** of the Multi-Residential - High Density Medium Rise (M-H2) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District with the addition of:

(a) **Parking Lot – Grade (temporary)**.

Bylaw 1P2007 Rules

18 Unless otherwise specified in this Direct Control District, the rules of the Multi-Residential - High Density Medium Rise (M-H2) District of Bylaw 1P2007 apply in this Direct Control District.

Building Height

19 The maximum ***building height*** is 44.0 metres.

Floor Area Ratio

20 The maximum ***floor area ratio*** is 7.0.

Site 3 (± 6.49 acres (2.63 hectares))

Application

21 The provisions in section 22 through 26 apply only to Site 3.

Purpose

22 Site 3 in this Direct Control District is intended to:

(a) allow for flexibility in ***building*** articulation;

(b) make use of design elements that contribute to diversity in ***building*** façade treatments. Design elements can include projecting roofs, trellises, sunscreens, extended wall planes, a change in wall materials or direction of materials (horizontal to vertical); and

(c) allow for a change in vertical and horizontal expression or a change in materials on the façades of ***buildings*** to differentiate the lower portion of a ***building*** (one to three storeys) intended to create a human scale relationship to the ***street***, from the upper portion of a ***building***.

Permitted Uses

23 The ***permitted uses*** of the Multi-Residential - High Density Low Rise (M-H1) District of Bylaw 1P2007 are the ***permitted uses*** in this Direct Control District.

Discretionary Uses

24 The ***discretionary uses*** of the Multi-Residential - High Density Low Rise (M-H1) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District, with the addition of:

(a) **Parking Lot - Grade (temporary)**.

Bylaw 1P2007 Rules

25 Unless otherwise specified in this Direct Control District, the rules of the Multi-Residential - High Density Low Rise (M-H1) District of Bylaw 1P2007 apply in this Direct Control District.

Building Height

26 The maximum ***building height*** is 26.0 metres.

Site 4 (± 2.95 acres (1.19 hectares))

Application

27 The provisions in sections 28 through 33 apply only to Site 4.

Purpose

28 Site 4 in this Direct Control District is intended to:

(a) allow for mixed-use multi-residential ***development*** that can accommodate a **School Authority - School** or **School - Private** and **Child Care Services** as ***permitted uses*** on the first and second level of the ***building*** with residential above; and

(b) allow for interim **Office** and **Community Recreation Facility** ***uses*** prior to a school being utilized on the property.

Permitted Uses

29 The ***permitted uses*** of the Multi-Residential – Medium Profile (M-2) District of Bylaw 1P2007 are the ***permitted uses*** of this Direct Control District, with the addition of:

(a) **Community Recreation Facility**;
(b) **Office**;
(c) **School Authority – School**; and
(d) **School – Private**.

Discretionary Uses

30 The ***discretionary uses*** of the Multi-Residential – Medium Profile (M-2) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District, with the deletion of:

(a) **Addiction Treatment**.

Bylaw 1P2007 Rules

31 Unless otherwise specified in this Direct Control District, the rules of the Multi-Residential – Medium Profile (M-2) District of Bylaw 1P2007 apply in this Direct Control District.

Floor Area Ratio

32 The maximum ***floor area ratio*** is 3.6.

Building Height

33 The maximum ***building height*** is 21.0 metres.

Site 5 (± 1.18 acres (0.48 hectares))

Application

34 The provisions in sections 35 through 39 apply only to Site 5.

Purpose

35 Site 5 in this Direct Control District is intended to:

(a) allow for **Multi-Residential Development**, such as apartments, to have shared entrances for upper ***units***; and

(b) create a unique area that will accommodate a mixture and diversity of housing ***units*** within a block including **Semi-detached Dwellings**, **Townhouse**, and apartment dwellings;

Permitted Uses

36 The ***permitted uses*** of the Multi-Residential – At-Grade (M-G) District of Bylaw 1P2007 are the ***permitted uses*** of this Direct Control District, with the addition of:

(a) **Semi-detached Dwelling**.

Discretionary Uses

37 The ***discretionary uses*** of the Multi-Residential – At-Grade (M-G) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District.

Bylaw 1P2007 Rules

38 Unless otherwise specified in this Direct Control District, the rules of the Multi-Residential – At Grade Housing (M-G) District of Bylaw 1P2007 apply in this Direct Control District.

Building Form

39 Each ***unit*** at ***grade*** must have a separate and direct pedestrian access to ***grade*** for any ***unit*** fronting a ***street*** with the exception of **Assisted Living** and **Residential Care Units.**

BYLAW NUMBER 14D2017

BEING A BYLAW OF THE CITY OF CALGARY TO AMEND THE LAND USE BYLAW 1P2007 (LAND USE AMENDMENT LOC2016-0050)

* *

WHEREAS it is desirable to amend the Land Use Bylaw Number 1P2007 to change the land use designation of certain lands within the City of Calgary;

AND WHEREAS Council has held a public hearing as required by Section 692 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CALGARY ENACTS AS FOLLOWS:

1. The Land Use Bylaw, being Bylaw 1P2007 of the City of Calgary, is hereby amended by deleting that portion of the Land Use District Map shown as shaded on Schedule "A" to this Bylaw and substituting therefor that portion of the Land Use District Map shown as shaded on Schedule "B" to this Bylaw, including any land use designation, or specific land uses and development guidelines contained in the said Schedule "B".

2. This Bylaw comes into force on the date it is passed.

READ A FIRST TIME THIS 17TH DAY OF JANUARY, 2017.

READ A SECOND TIME THIS 17TH DAY OF JANUARY, 2017.

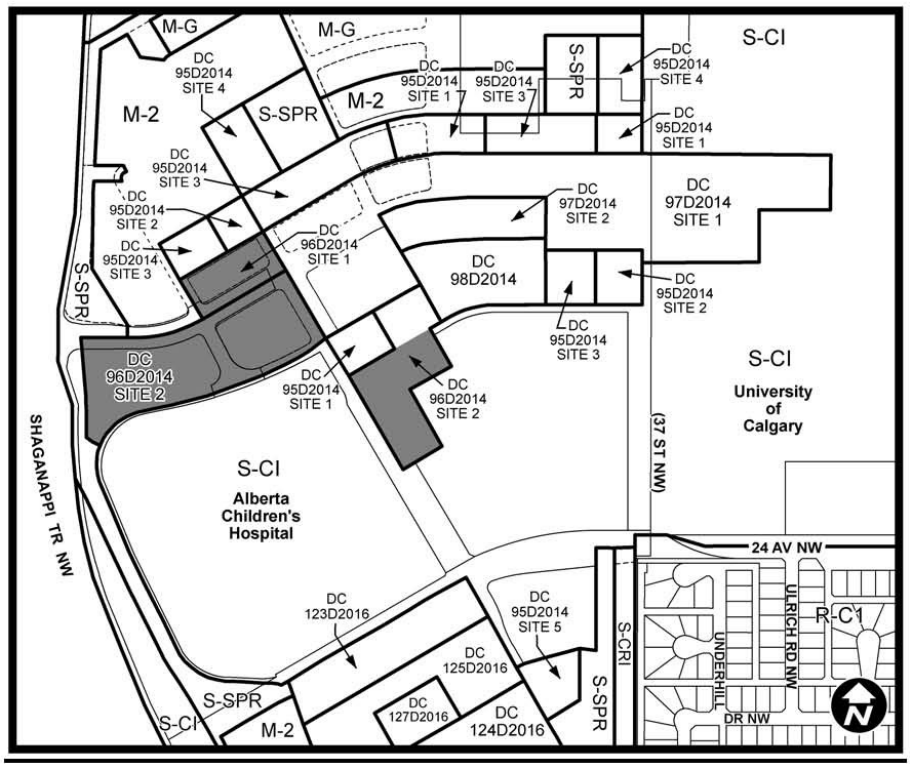
READ A THIRD TIME THIS 17TH DAY OF JANUARY, 2017.

MAYOR
SIGNED THIS 17TH DAY OF JANUARY, 2017.

ACTING CITY CLERK
SIGNED THIS 17TH DAY OF JANUARY, 2017.

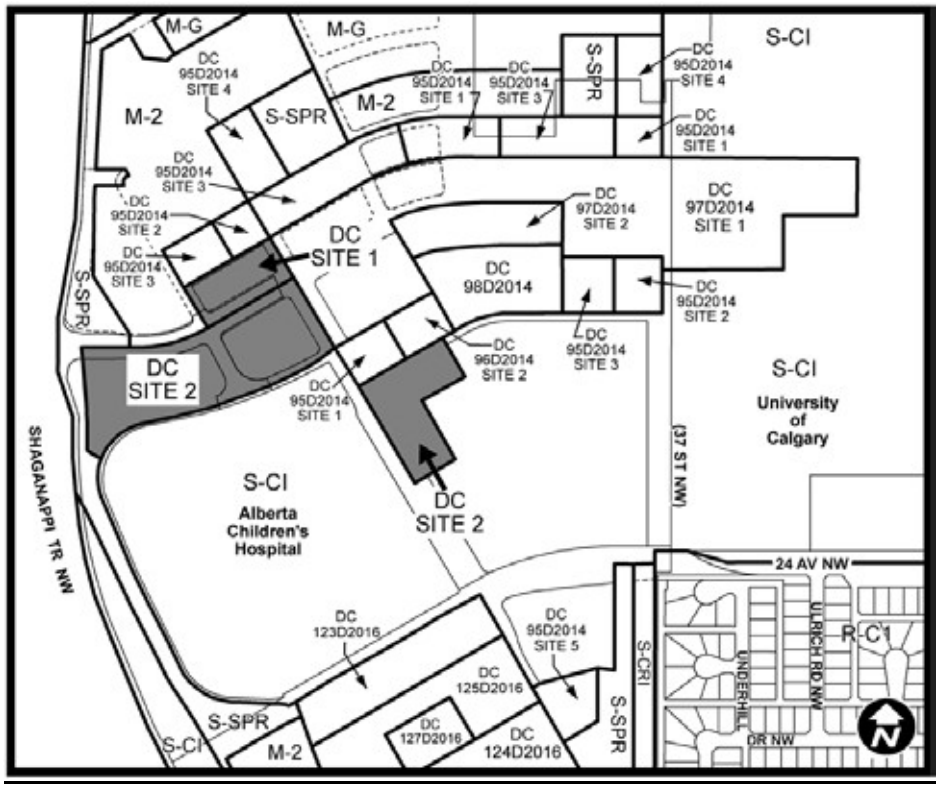
AMENDMENT LOC2016-0050
BYLAW NUMBER 14D2017

SCHEDULE A



AMENDMENT LOC2016-0050
BYLAW NUMBER 14D2017

SCHEDULE B



DC DIRECT CONTROL DISTRICT

Purpose

1 This Direct Control District is intended to:

(a) create a character of place for the employment precinct that is compact and urban in context;

(b) provide a new ***frontage*** to the **Hospital**, with ***building*** addresses fronting the surrounding **Hospital *streets***;

(c) prescribe ***building setbacks*** that will create a pedestrian oriented environment where ***frontages*** and entrances are close to the sidewalk and ***street*** in order to engage the public realm;

(d) provide a setback in keeping with the setback along the High Street on the north side of the main retail ***street***;

(e) to allow for **Assisted Living** and **Residential Care** as a ***permitted use*** in selected Direct Control District Sites; and

(f) have the majority of the ***motor vehicle parking stalls*** located within parking structures except in specific cases for short stay parking.

Compliance with Bylaw 1P2007

2 Unless otherwise specified, the rules and provisions of Parts 1, 2, 3 and 4 of Bylaw 1P2007 apply.

Reference to Bylaw 1P2007

3 Within this Direct Control District, a reference to a section of Bylaw 1P2007 is deemed to be a reference to the section as amended from time to time.

Bylaw 1P2007 Rules

4 Unless otherwise specified, the rules of the Commercial – Office (C-O) District of Bylaw 1P2007 apply in this Direct Control District.

Parking Requirements

5 **(1)** The ***Development Authority*** may, upon request from the applicant, consider a relaxation of the required ***motor vehicle parking stalls*** and ***visitor parking stalls*** for a ***development*** where a parking study submitted as part of a ***development permit*** application demonstrates that the ***motor vehicle parking stall*** requirement or ***visitor parking stall*** requirements should vary from the requirements of this Direct Control District Bylaw. This review will be subject to normal relaxation considerations as defined in Bylaw 1P2007 and may include provisions for shared management of ***Motor vehicle parking stalls*** and ***visitor parking stalls*** when they are not occupied for their designated ***uses***.

(2) ***Motor vehicle parking stalls*** for any ***use*** within this Direct Control District must be provided in an above grade or below grade parking structure.

(3) Notwithstanding subsection (2), a temporary ***development permit*** may be issued for **Parking Lot – Grade (temporary)**.

(4) Notwithstanding subsection (2), the ***Development Authority*** may approve ***motor vehicle parking stalls,*** outside of a parking structure for the following purposes:

(a) short stay ***motor vehicle parking stalls*** where:

(i) a vehicle remains parked for no more than 4 hours at a time; and

(ii) there is convenient pedestrian access to the ***street*** level and publicly accessible ***uses*** within the ***development***.

(5) ***Motor vehicle parking stalls*** located outside of a parking structure must not be located between a ***building*** and a commercial ***street***.

Discretionary Use That Does Not Comply

6 The ***Development Authority*** may approve a ***development permit*** application for a ***discretionary use*** where the proposed ***development*** does not comply with all of the applicable requirements and rules of this Direct Control District if in the opinion of the ***Development Authority***:

(a) the proposed ***development*** would not unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the use, enjoyment or value of neighbouring properties; and

(b) the proposed ***development*** conforms with a ***use*** prescribed by this Direct Control District for that land or ***building***.

Site 1 (± 1.79 acres (0.73 hectares))

Application

7 The provisions in sections 8 through 13 apply only to Site 1.

Permitted Uses

8 The ***permitted uses*** of the Commercial – Office (C-O) District of Bylaw 1P2007 are the ***permitted uses*** in this Direct Control District.

Discretionary Uses

9 The ***discretionary uses*** of the Commercial – Office (C-O) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District with the addition of:

(a) **Hotel**; and
(b) **Parking Lot – Grade (temporary)**.

Front Setback Area

10 The ***front setback area*** for any ***building*** along the main retail ***street*** on the north side of the ***street*** must have a minimum depth of 3.0 metres and a maximum depth of 6.0 metres.

Rear Setback

11 Where the ***parcel*** shares a ***rear property line*** with a ***lane*** that separates the ***parcel*** from a ***parcel*** designated as a ***residential district***, the ***rear setback area*** must have a minimum depth of 3.0 metres.

Side Setback Area

12 **(1)** Where the ***parcel*** shares a ***side property line*** with a ***street***, or with an ***LRT corridor***, the ***side setback area*** must have a minimum depth of 3.0 metres;

(2) In all other cases, the setbacks in the Commercial – Office (C-O) District of Bylaw 1P2007 apply.

Building Height

13 **(1)** Unless otherwise specified in subsection (2), the maximum ***building height*** is 34.0 metres.

(2) The maximum ***building*** height for a **Hotel** is 58.0 metres.

Site 2 (± 10.6 acres (4.29 hectares))

Application

14 The provisions in sections 15 through 20 apply only to Site 2.

Permitted Uses

15 The ***permitted uses*** of the Commercial – Office (C-O) District of Bylaw 1P2007 are the ***permitted uses*** in this Direct Control District.

Discretionary Uses

16 The ***discretionary uses*** of the Commercial – Office (C-O) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District with the addition of:

(a) **Hotel**; and
(b) **Parking Lot - Grade (temporary)**.

Front Setback Area

17 The ***front setback area*** for all ***parcels*** within Site 2 must have a maximum depth of 3.0 metres.

Rear Setback

18 Where the ***parcel*** shares a ***rear property line*** with a ***street,*** the ***rear setback area*** must have a minimum depth of 3.0 metres.

Side Setback Area

19 **(1)** Where the ***parcel*** shares a ***side property line*** with a ***parcel*** designated as a ***special purpose district***, or with an ***LRT corridor*** or ***street***, the ***side setback area*** must have a minimum depth of 3.0 metres.

(2) In all other cases, the setbacks in the Commercial – Office (C-O) District of Bylaw 1P2007 apply.

Building Height

20 **(1)** Unless otherwise specified in subsection (2) and (3), the maximum ***building height*** is 34.0 metres.

(2) Notwithstanding the above, the maximum ***building height*** is reduced to 18 metres when the ***building*** is within the flight path of the Children's ***Hospital***.

(3) The maximum ***building height*** for a **Hotel** is 58.0 metres, if the ***building*** is not within the flight path of the Children's ***Hospital***.

BYLAW NUMBER 15D2017

BEING A BYLAW OF THE CITY OF CALGARY TO AMEND THE LAND USE BYLAW 1P2007 (LAND USE AMENDMENT LOC2016-0050)

****

WHEREAS it is desirable to amend the Land Use Bylaw Number 1P2007 to change the land use designation of certain lands within the City of Calgary;

AND WHEREAS Council has held a public hearing as required by Section 692 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CALGARY ENACTS AS FOLLOWS:

1. The Land Use Bylaw, being Bylaw 1P2007 of the City of Calgary, is hereby amended by deleting that portion of the Land Use District Map shown as shaded on Schedule "A" to this Bylaw and substituting therefor that portion of the Land Use District Map shown as shaded on Schedule "B" to this Bylaw, including any land use designation, or specific land uses and development guidelines contained in the said Schedule "B".

2. This Bylaw comes into force on the date it is passed.

READ A FIRST TIME THIS 17TH DAY OF JANUARY, 2017.

READ A SECOND TIME THIS 17TH DAY OF JANUARY, 2017.

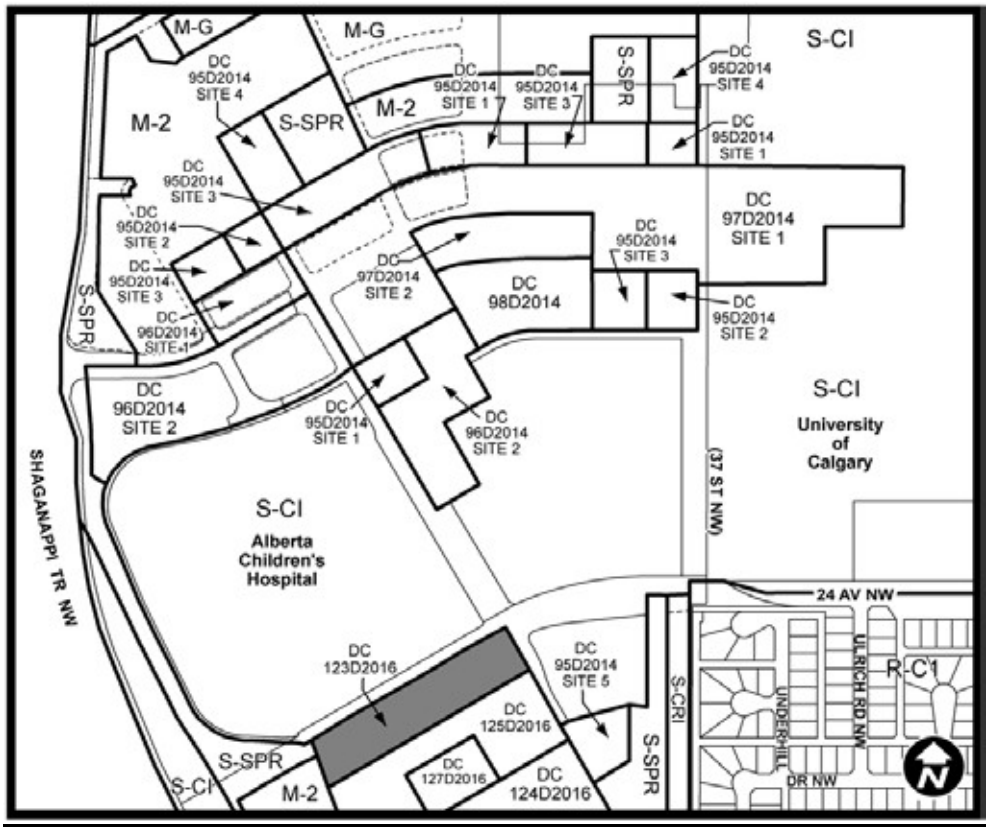
READ A THIRD TIME THIS 17TH DAY OF JANUARY, 2017.

MAYOR
SIGNED THIS 17TH DAY OF JANUARY, 2017.

ACTING CITY CLERK
SIGNED THIS 17TH DAY OF JANUARY, 2017.

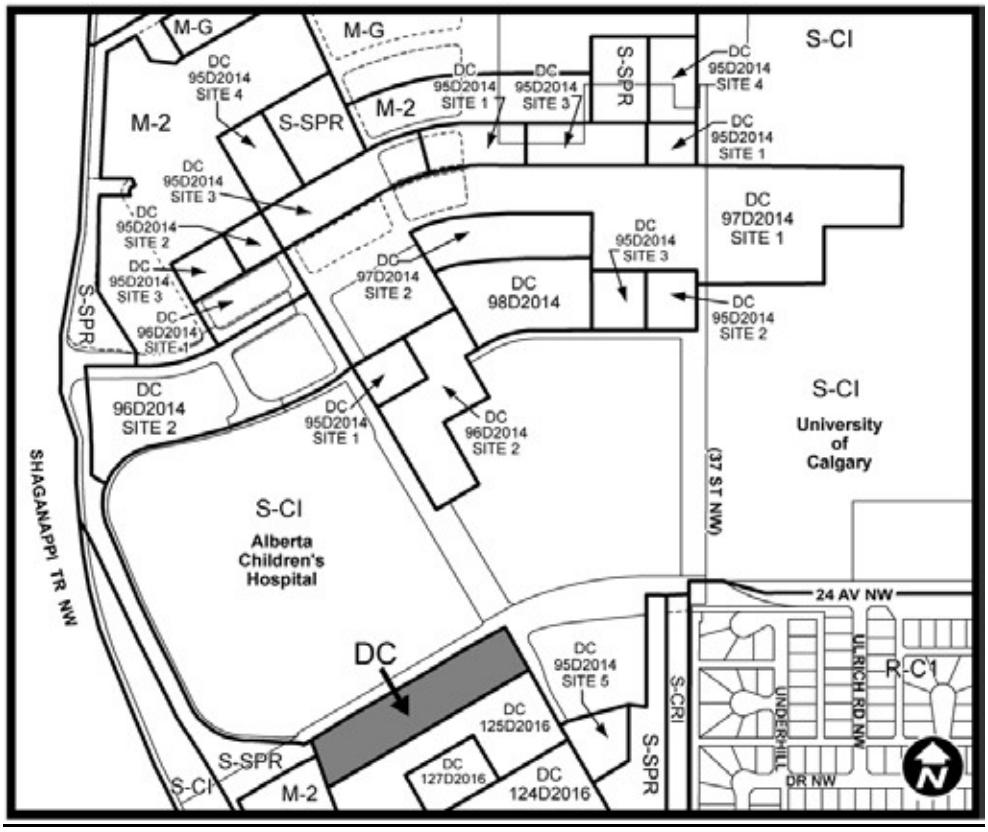
AMENDMENT LOC2016-0050
BYLAW NUMBER 15D2017

SCHEDULE A



AMENDMENT LOC2016-0050
BYLAW NUMBER 15D2017

SCHEDULE B



DC DIRECT CONTROL DISTRICT

Purpose

1 This Direct Control District is intended to:

(a) create a character of place for the employment precinct that is compact and urban in context;

(b) provide a new ***frontage*** to the **Hospital**, with ***building*** addresses fronting the surrounding **Hospital *streets***;

(c) prescribe ***building setbacks*** that will create a pedestrian oriented environment where ***frontages*** and entrances are close to the sidewalk and ***street*** in order to engage the public realm;

(d) provide a setback in keeping with the setback along the High Street on the north side of the main retail ***street***;

(e) allow for **Assisted Living** and **Residential Care** as a ***permitted use*** in selected Direct Control District Sites;

(f) accommodate the additional ***use*** of **Parking Lot – Grade (temporary)** to provide temporary parking when required to enable redevelopment of the surrounding Provincial lands; and

(g) have the majority of the ***motor vehicle parking stalls*** located within parking structures except in specific cases for short stay parking.

Compliance with Bylaw 1P2007

2 Unless otherwise specified, the rules and provisions of Parts 1, 2, 3 and 4 of Bylaw 1P2007 apply to this Direct Control District.

Reference to Bylaw 1P2007

3 Within this Direct Control District, a reference to a section of Bylaw 1P2007 is deemed to be a reference to the section as amended from time to time.

Permitted Uses

4 The ***permitted uses*** of the Commercial – Office (C-O) District of Bylaw 1P2007 are the ***permitted uses*** in this Direct Control District with the addition of:

(a) **Assisted Living**; and
(b) **Residential Care.**

Discretionary Uses

5 The ***discretionary uses*** of the Commercial – Office (C-O) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District with the addition of:

(a) **Parking Lot – Grade (temporary)**.

Bylaw 1P2007 Rules

6 Unless otherwise specified, the rules of the Commercial – Office (C-O) District of Bylaw 1P2007 apply in this Direct Control District.

Parking Requirements

7 **(1)** The ***Development Authority*** may, upon request from the applicant, consider a relaxation of the required ***motor vehicle parking stalls*** and ***visitor parking stalls*** for a ***development*** where a parking study submitted as part of a ***development permit*** application demonstrates that the ***motor vehicle parking stall*** requirement or ***visitor parking stall*** requirements should vary from the

requirements of this Direct Control District Bylaw. This review will be subject to normal relaxation considerations as defined in Bylaw 1P2007 and may include provisions for shared management of ***motor vehicle parking stalls*** and ***visitor parking stalls*** when they are not occupied for their designated ***uses***.

(2) ***Motor vehicle parking stalls*** for any ***use***, with the exception of **Parking Lot – Grade (temporary)** within this Direct Control District must be provided in an above ***grade*** or below ***grade*** parking structure.

(3) Notwithstanding subsection (2), the ***Development Authority*** may approve ***motor vehicle parking stalls,*** outside of a parking structure for the following purposes:

(a) short stay ***motor vehicle parking stalls*** where:

(i) a vehicle remains parked for no more than 4 hours at a time; and

(ii) there is convenient pedestrian access to the ***street*** level and publicly accessible ***uses*** within the ***development***; and

(4) ***Motor vehicle parking stalls*** located outside of a parking structure must not be located between a ***building*** and a commercial ***street***.

Discretionary Use That Does Not Comply

8 The ***Development Authority*** may approve a ***development permit*** application for a ***discretionary use*** where the proposed ***development*** does not comply with all of the applicable requirements and rules of this Direct Control District if in the opinion of the ***Development Authority***:

(a) the proposed ***development*** would not unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the use, enjoyment or value of neighbouring properties; and

(b) the proposed ***development*** conforms with a ***use*** prescribed by this Direct Control District 1P2007 for that land or ***building***.

Front Setback Area

9 The ***front setback area*** must have a minimum depth of 0.0 metres and a maximum depth of 3.0 metres.

Rear Setback

10 **(1)** Where the ***parcel*** shares a ***rear property line*** with a ***lane*** that separates the ***parcel*** from a ***parcel*** designated as a ***residential district***, the ***rear setback area*** must have a minimum depth of 3.0 metres.

(2) In all other cases, the setbacks in the Commercial – Office (C-O) District of Bylaw 1P2007 apply.

Side Setback Area

11 **(1)** Where the ***parcel*** shares a ***side property line*** with a ***street***, or with a ***LRT corridor***, the ***side setback area*** must have a minimum depth of 3.0 metres.

(2) In all other cases, the setbacks in the Commercial – Office (C-O) District of Bylaw 1P2007 apply.

Building Height

12 The maximum ***building height*** is 18.0 metres.

Development Permit Requirements

13 A ***development permit*** for **Parking Lot – Grade (temporary)** must not be approved for a period exceeding thirty-six (36) months.

BYLAW NUMBER 162D2017

BEING A BYLAW OF THE CITY OF CALGARY TO AMEND THE LAND USE BYLAW 1P2007 (LAND USE AMENDMENT LOC2016-0233)

* *

WHEREAS it is desirable to amend the Land Use Bylaw Number 1P2007 to change the land use designation of certain lands within the City of Calgary;

AND WHEREAS Council has held a public hearing as required by Section 692 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CALGARY ENACTS AS FOLLOWS:

1. The Land Use Bylaw, being Bylaw 1P2007 of the City of Calgary, is hereby amended by deleting that portion of the Land Use District Map shown as shaded on Schedule "A" to this Bylaw and substituting therefor that portion of the Land Use District Map shown as shaded on Schedule "B" to this Bylaw, including any land use designation, or specific land uses and development guidelines contained in the said Schedule "B".

2. This Bylaw comes into force on the date it is passed.

READ A FIRST TIME THIS 8TH DAY OF MAY, 2017.

READ A SECOND TIME THIS 8TH DAY OF MAY, 2017.

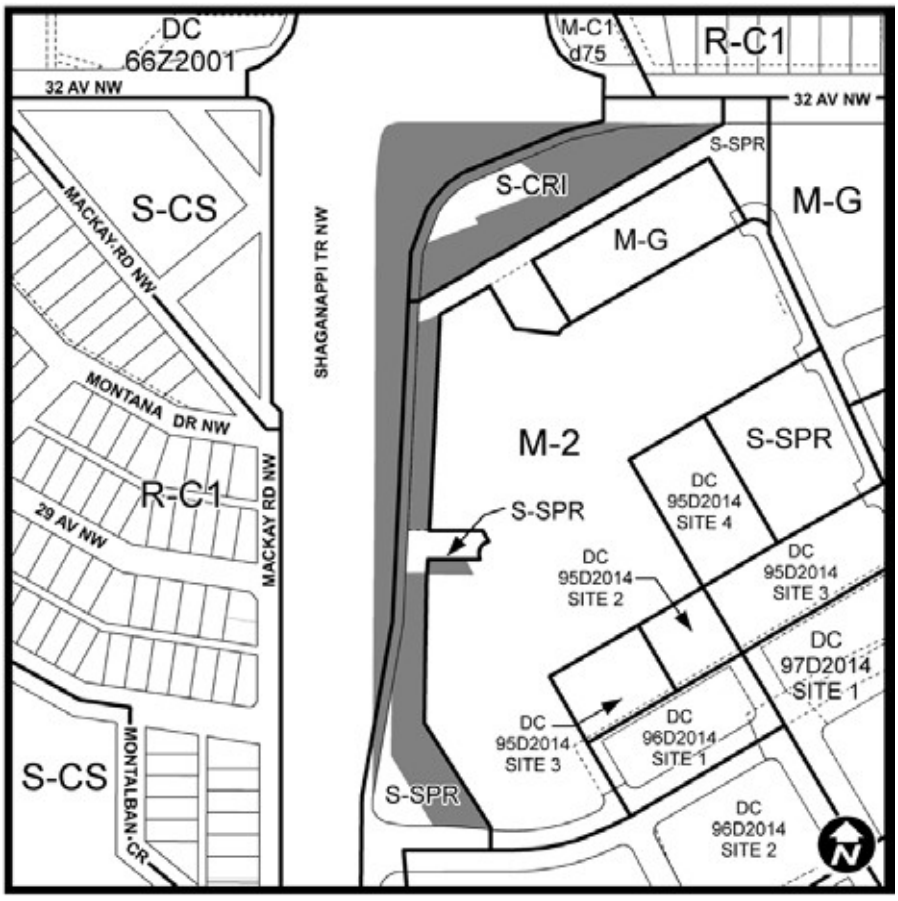
READ A THIRD TIME THIS 8TH DAY OF MAY, 2017.

MAYOR
SIGNED THIS 8TH DAY OF MAY, 2017.

ACTING CITY CLERK
SIGNED THIS 8TH DAY OF MAY, 2017.

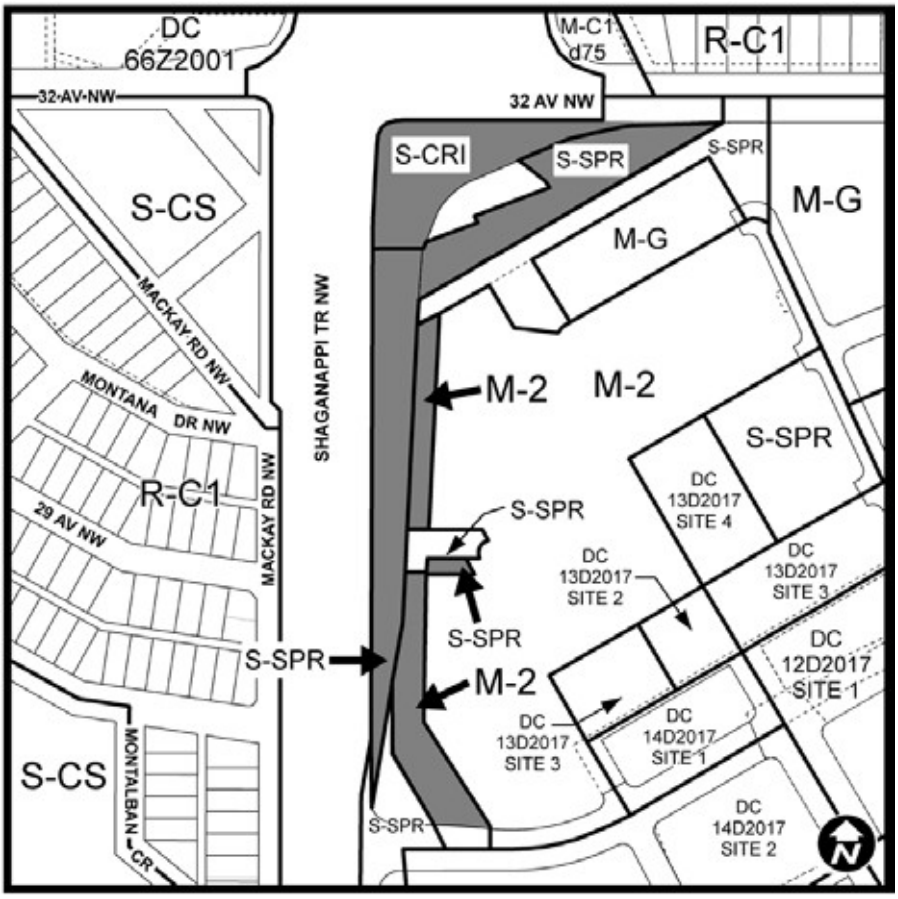
AMENDMENT LOC2016-0233
BYLAW NUMBER 162D2017

SCHEDULE A



AMENDMENT LOC2016-0233
BYLAW NUMBER 162D2017

SCHEDULE B



BYLAW NUMBER 124D2016

BEING A BYLAW OF THE CITY OF CALGARY TO AMEND THE LAND USE BYLAW 1P2007 (LAND USE AMENDMENT LOC2016-0018)

****

WHEREAS it is desirable to amend the Land Use Bylaw Number 1P2007 to change the land use designation of certain lands within the City of Calgary;

AND WHEREAS Council has held a public hearing as required by Section 692 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CALGARY ENACTS AS FOLLOWS:

1. The Land Use Bylaw, being Bylaw 1P2007 of the City of Calgary, is hereby amended by deleting that portion of the Land Use District Map shown as shaded on Schedule "A" to this Bylaw and substituting therefor that portion of the Land Use District Map shown as shaded on Schedule "B" to this Bylaw, including any land use designation, or specific land uses and development guidelines contained in the said Schedule "B".

2. This Bylaw comes into force on the date it is passed.

READ A FIRST TIME THIS 13TH DAY OF JUNE, 2016.

READ A SECOND TIME THIS 13TH DAY OF JUNE, 2016.

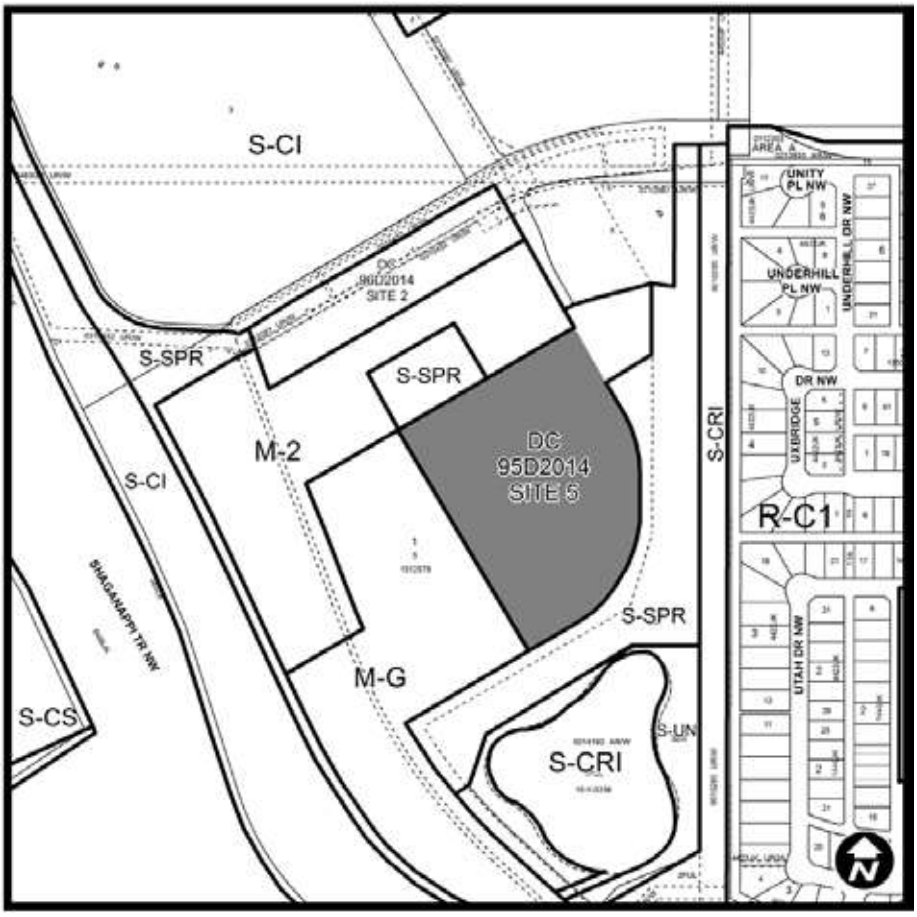
READ A THIRD TIME THIS 13TH DAY OF JUNE, 2016.

MAYOR
SIGNED THIS 13TH DAY OF JUNE, 2016.

ACTING CITY CLERK
SIGNED THIS 13TH DAY OF JUNE, 2016.

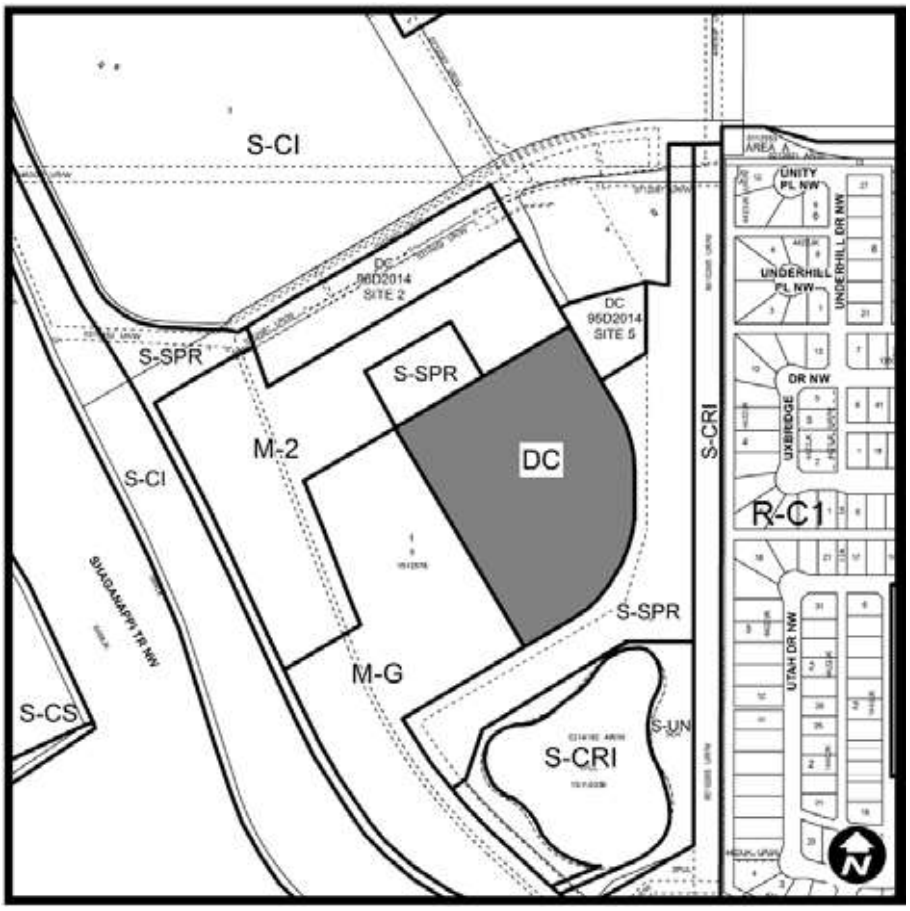
AMENDMENT LOC2016-0018
BYLAW NUMBER 124D2016

SCHEDULE A



AMENDMENT LOC2016-0018
BYLAW NUMBER 124D2016

SCHEDULE B



DC DIRECT CONTROL DISTRICT

Purpose

1 The intent of this Direct Control District is to:

(a) provide a diversity of multi-residential housing forms and ***unit*** size choices to attract a diversity of users;

(b) create a residential fabric that builds community by having direct relationships to the ***streets***, with animation at the ground level defined by useable front garden rooms, front porches, front entrances to the ***street***, and human scale facade treatments and design elements;

(c) allow for innovation in housing form in addition to the prescribed housing typologies, such as:
  (i) **Backyard Suites**;
  (ii) separate entries for above grade ***units*** in **townhouses**; and
  (iii) home **Office** and studios.

(d) allow the flexibility for change in ***use*** for at ***grade uses*** on certain sites over time;

(e) provide ***building*** articulation to create quality streetscapes that may include:
  (i) human scale facade treatments;
  (ii) visible entrances that front the ***street***;
  (iii) ***building*** fenestration and facade design detail to avoid flat facade appearances; and
  (iv) varied balcony forms - inset and protruding, designed as integral parts of the ***building*** rather than appearing to be "tacked on".

(f) allow for multi-unit dwellings, such as apartments, to have shared entrances for upper ***units***;

(g) create a unique area that will accommodate a mixture and diversity of housing ***units*** within a block including **Semi-detached Dwellings**, **Townhouse** dwellings, and apartment dwellings; and

(h) accommodate the additional ***use*** of **Parking Lot – Grade (temporary)** to provide temporary parking when required to enable redevelopment of the surrounding Provincial lands.

Compliance with Bylaw 1P2007

2 Unless otherwise specified, the rules and provisions of Parts 1, 2, 3 and 4 of Bylaw 1P2007 apply to this Direct Control District.

Reference to Bylaw 1P2007

3 Within this Direct Control District, a reference to a section of Bylaw 1P2007 is deemed to be a reference to the section as amended from time to time.

Permitted Uses

4 The ***permitted uses*** of the Multi-Residential – At-Grade (M-G) District of Bylaw 1P2007 are the ***permitted uses*** of this Direct Control District, with the addition of:

(a) **Duplex Dwelling**; and
(b) **Semi-detached Dwelling**.

Discretionary Uses

5 The ***discretionary uses*** of the Multi-Residential – At-Grade (M-G) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District with the addition of:

(a) **Parking Lot – Grade (temporary)**.

Bylaw 1P2007 Rules

6 Unless otherwise specified in this Direct Control District, the rules of the Multi-Residential – At Grade Housing (M-G) District of Bylaw 1P2007 apply in this Direct Control District.

Parking Requirements

7 The ***Development Authority*** may, upon request from the applicant, consider a relaxation of the required ***motor vehicle parking stalls*** and ***visitor parking stalls*** for a ***development*** where a parking study submitted as part of a ***development permit*** application demonstrates that the ***motor vehicle parking stall*** requirement or ***visitor parking stall*** requirements should vary from the requirements of this Direct Control District Bylaw.

Discretionary Use That Does Not Comply

8 The ***Development Authority*** may approve a ***development permit*** application for a ***discretionary use*** where the proposed ***development*** does not comply with all of the applicable requirements and rules of this Direct Control District if in the opinion of the ***Development Authority***:

(a) the proposed ***development*** would not unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the ***use***, enjoyment or value of neighbouring properties; and

(b) the proposed ***development*** conforms with a ***use*** prescribed by the Bylaw 1P2007 for that land or ***building***.

Building Form

9 Each ***unit*** at ***grade*** must have a separate and direct pedestrian access to ***grade*** for any ***unit*** fronting a ***street*** with the exception of **Assisted Living** and **Residential Care** ***units***.

Development Permit Requirements

10 A ***development permit*** for **Parking Lot – Grade (temporary)** must not be approved for a period exceeding thirty-six (36) months.

BYLAW NUMBER 125D2016

BEING A BYLAW OF THE CITY OF CALGARY TO AMEND THE LAND USE BYLAW 1P2007 (LAND USE AMENDMENT LOC2016-0018)

****

WHEREAS it is desirable to amend the Land Use Bylaw Number 1P2007 to change the land use designation of certain lands within the City of Calgary;

AND WHEREAS Council has held a public hearing as required by Section 692 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CALGARY ENACTS AS FOLLOWS:

1. The Land Use Bylaw, being Bylaw 1P2007 of the City of Calgary, is hereby amended by deleting that portion of the Land Use District Map shown as shaded on Schedule "A" to this Bylaw and substituting therefor that portion of the Land Use District Map shown as shaded on Schedule "B" to this Bylaw, including any land use designation, or specific land uses and development guidelines contained in the said Schedule "B".

2. This Bylaw comes into force on the date it is passed.

READ A FIRST TIME THIS 13TH DAY OF JUNE, 2016.

READ A SECOND TIME THIS 13TH DAY OF JUNE, 2016.

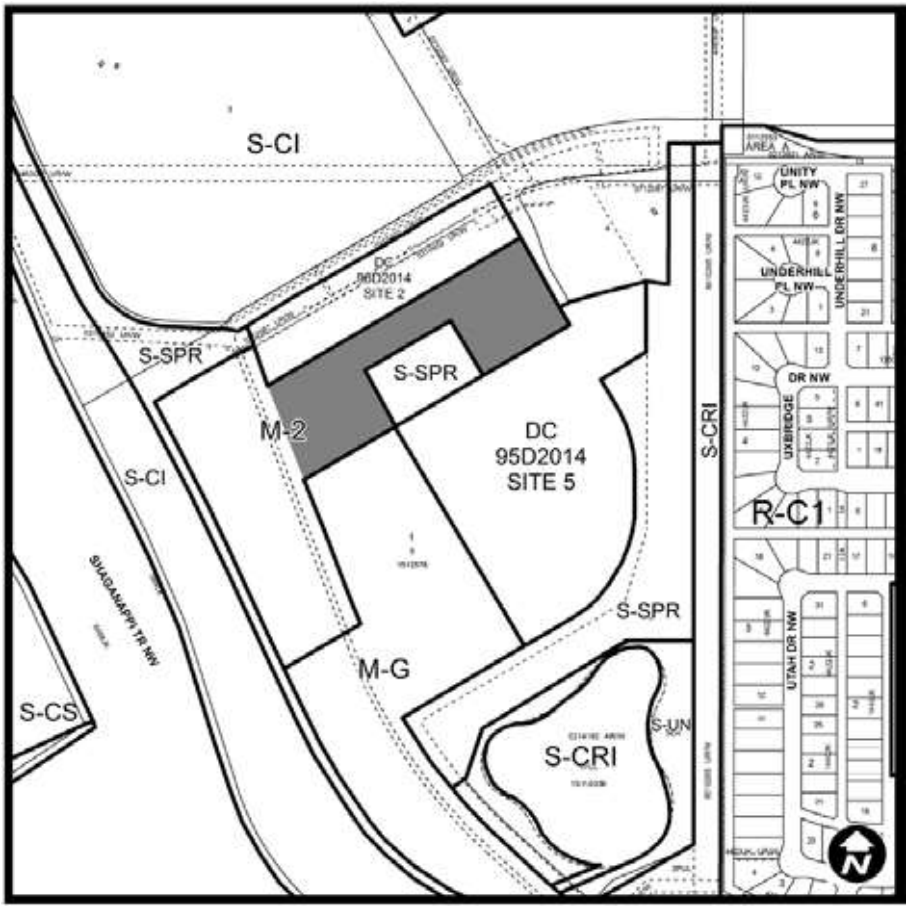
READ A THIRD TIME THIS 13TH DAY OF JUNE, 2016.

MAYOR
SIGNED THIS 13TH DAY OF JUNE, 2016.

ACTING CITY CLERK
SIGNED THIS 13TH DAY OF JUNE, 2016.

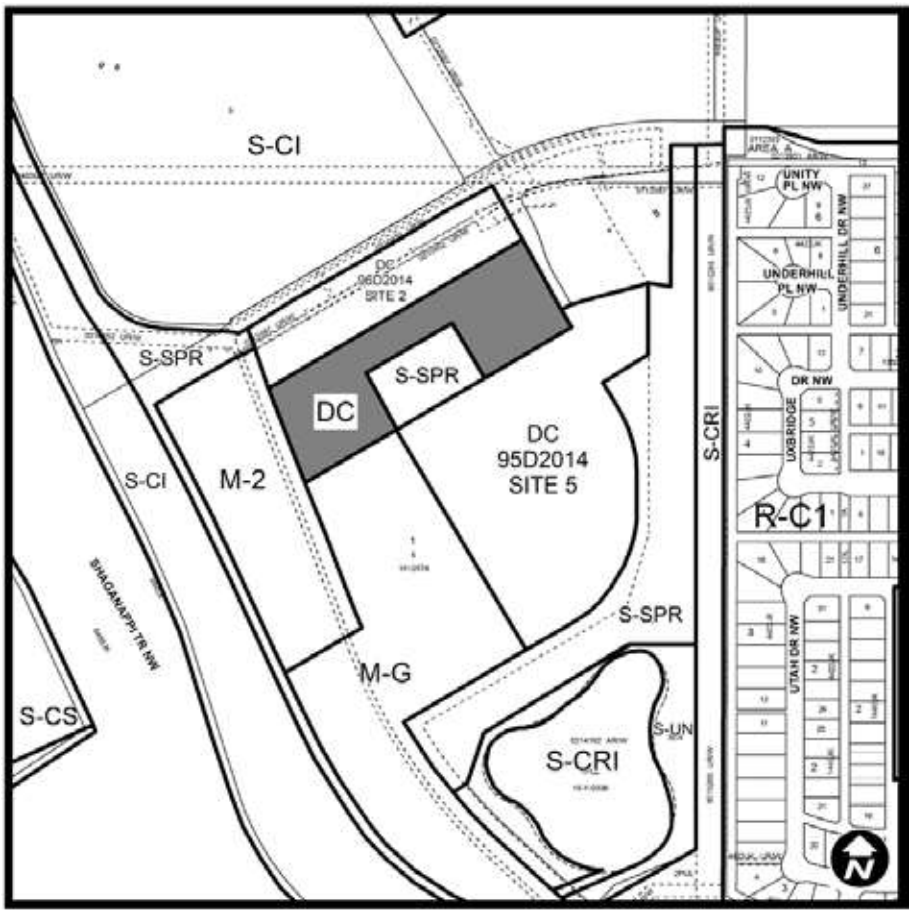
AMENDMENT LOC2016-0018
BYLAW NUMBER 125D2016

SCHEDULE A



AMENDMENT LOC2016-0018
BYLAW NUMBER 125D2016

SCHEDULE B



DC DIRECT CONTROL DISTRICT

Purpose

1 The intent of this Direct Control District is to:

(a) accommodate the additional ***use*** of **Parking Lot – Grade (temporary)** to provide temporary parking when required to enable redevelopment of the surrounding Provincial lands.

Compliance with Bylaw 1P2007

2 Unless otherwise specified, the rules and provisions of Parts 1, 2, 3 and 4 of Bylaw 1P2007 apply to this Direct Control District.

Reference to Bylaw 1P2007

3 Within this Direct Control District, a reference to a section of Bylaw 1P2007 is deemed to be a reference to the section as amended from time to time.

Permitted Uses

4 The ***permitted uses*** of the Multi-Residential – Medium Profile (M-2) District of Bylaw 1P2007 are the ***permitted uses*** of this Direct Control District.

Discretionary Uses

5 The ***discretionary uses*** of the Multi-Residential – Medium Profile (M-2) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District with the addition of:

(a) **Parking Lot – Grade (temporary)**.

Bylaw 1P2007 Rules

6 Unless otherwise specified in this Direct Control District, the rules of the Multi-Residential – Medium Profile (M-2) District of Bylaw 1P2007 apply in this Direct Control District.

Parking Requirements

7 The ***Development Authority*** may, upon request from the applicant, consider a relaxation of the required ***motor vehicle parking stalls*** and ***visitor parking stalls*** for a ***development*** where a parking study submitted as part of a ***development permit*** application demonstrates that the ***motor vehicle parking stall*** requirement or ***visitor parking stall*** requirements should vary from the requirements of this Direct Control District Bylaw.

Discretionary Use That Does Not Comply

8 The ***Development Authority*** may approve a ***development permit*** application for a ***discretionary use*** where the proposed ***development*** does not comply with all of the applicable requirements and rules of this Direct Control Bylaw if in the opinion of the ***Development Authority***:

(a) the proposed ***development*** would not unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the ***use***, enjoyment or value of neighbouring properties; and

(b) the proposed ***development*** conforms with a ***use*** prescribed by the Bylaw 1P2007 for that land or ***building***.

Development Permit Requirements

9 A ***development permit*** for **Parking Lot – Grade (temporary)** must not be approved for a period exceeding thirty-six (36) months.

BYLAW NUMBER 126D2016

BEING A BYLAW OF THE CITY OF CALGARY TO AMEND THE LAND USE BYLAW 1P2007 (LAND USE AMENDMENT LOC2016-0018)

****

WHEREAS it is desirable to amend the Land Use Bylaw Number 1P2007 to change the land use designation of certain lands within the City of Calgary;

AND WHEREAS Council has held a public hearing as required by Section 692 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CALGARY ENACTS AS FOLLOWS:

1. The Land Use Bylaw, being Bylaw 1P2007 of the City of Calgary, is hereby amended by deleting that portion of the Land Use District Map shown as shaded on Schedule "A" to this Bylaw and substituting therefor that portion of the Land Use District Map shown as shaded on Schedule "B" to this Bylaw, including any land use designation, or specific land uses and development guidelines contained in the said Schedule "B".

2. This Bylaw comes into force on the date it is passed.

READ A FIRST TIME THIS 13TH DAY OF JUNE, 2016.

READ A SECOND TIME THIS 13TH DAY OF JUNE, 2016.

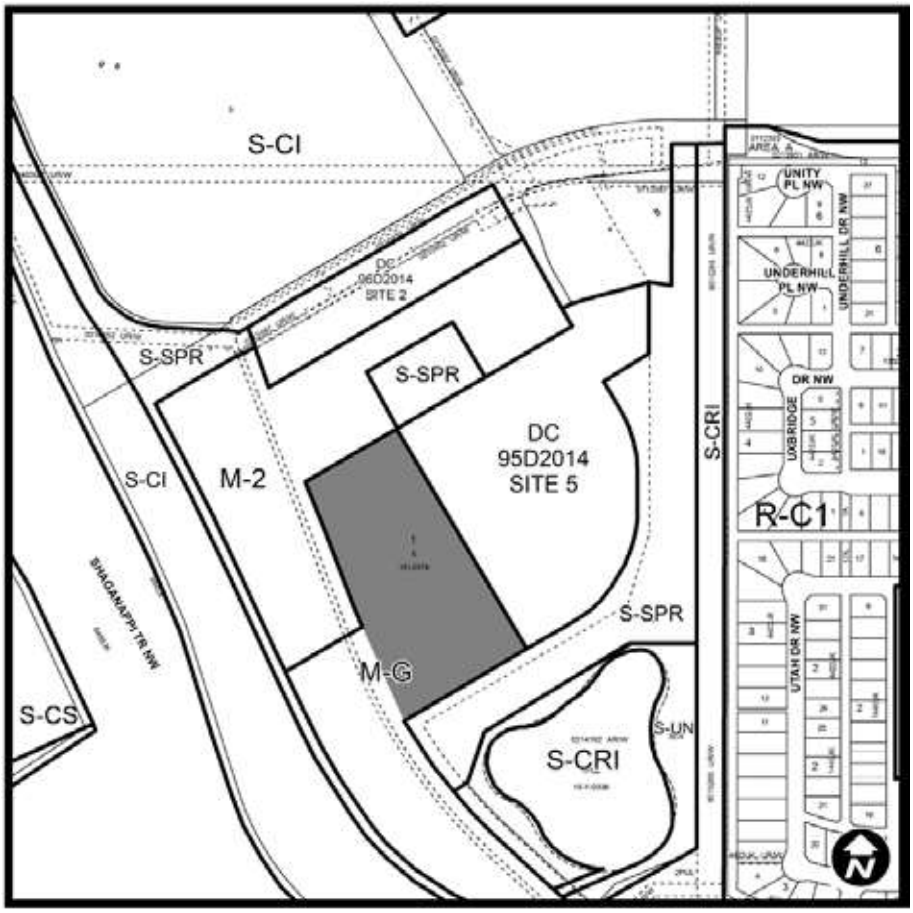
READ A THIRD TIME THIS 13TH DAY OF JUNE, 2016.

MAYOR
SIGNED THIS 13TH DAY OF JUNE, 2016.

ACTING CITY CLERK
SIGNED THIS 13TH DAY OF JUNE, 2016.

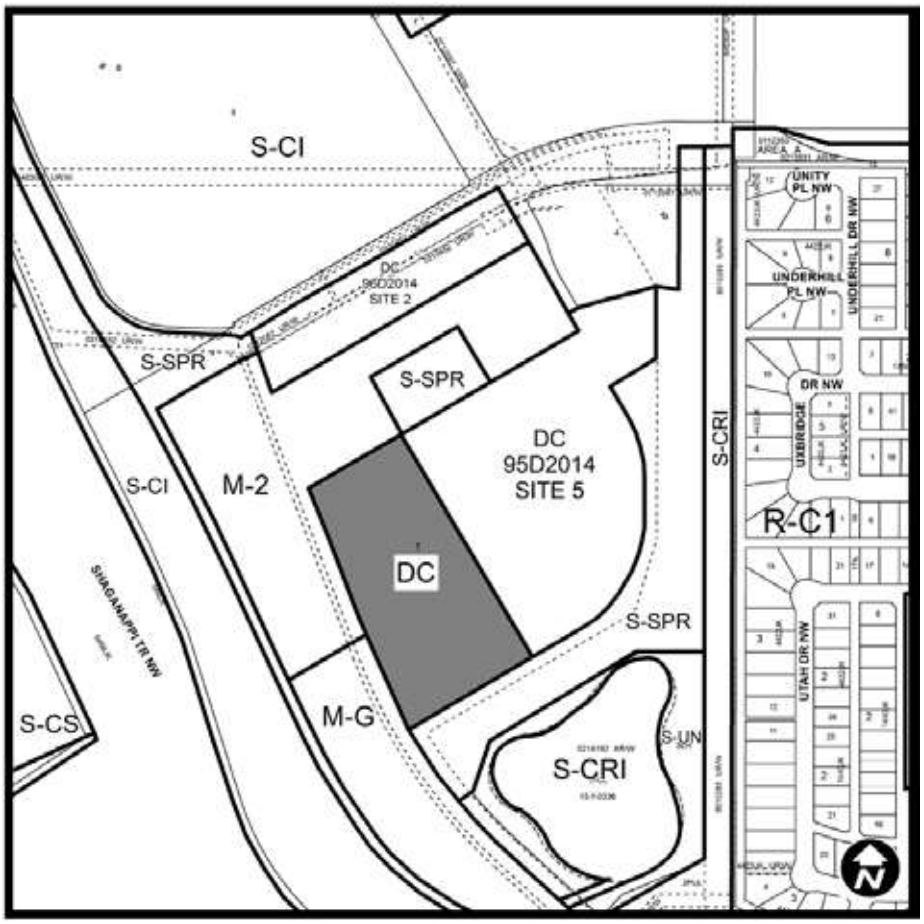
AMENDMENT LOC2016-0018
BYLAW NUMBER 126D2016

SCHEDULE A



AMENDMENT LOC2016-0018
BYLAW NUMBER 126D2016

SCHEDULE B



DC DIRECT CONTROL DISTRICT

Purpose

1 The intent of this Direct Control District is to:

(a) accommodate the additional ***use*** of **Parking Lot – Grade (temporary)** to provide temporary parking when required to enable redevelopment of the surrounding Provincial lands.

Compliance with Bylaw 1P2007

2 Unless otherwise specified, the rules and provisions of Parts 1, 2, 3 and 4 of Bylaw 1P2007 apply to this Direct Control District.

Reference to Bylaw 1P2007

3 Within this Direct Control District, a reference to a section of Bylaw 1P2007 is deemed to be a reference to the section as amended from time to time.

Permitted Uses

4 The ***permitted uses*** of the Multi-Residential – At Grade Housing (M-G) District of Bylaw 1P2007 are the ***permitted uses*** of this Direct Control District.

Discretionary Uses

5 The ***discretionary uses*** of the Multi-Residential – At Grade Housing (M-G) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District with the addition of:

(a) **Parking Lot – Grade (temporary)**.

Bylaw 1P2007 Rules

6 Unless otherwise specified in this Direct Control District, the rules of the Multi-Residential – At Grade Housing (M-G) District of Bylaw 1P2007 apply in this Direct Control District.

Parking Requirements

7 The ***Development Authority*** may, upon request from the applicant, consider a relaxation of the required ***motor vehicle parking stalls*** and ***visitor parking stalls*** for a ***development*** where a parking study submitted as part of a ***development permit*** application demonstrates that the ***motor vehicle parking stall*** requirement or ***visitor parking stall*** requirements should vary from the requirements of this Direct Control District Bylaw.

Discretionary Use That Does Not Comply

8 The ***Development Authority*** may approve a ***development permit*** application for a ***discretionary use*** where the proposed ***development*** does not comply with all of the applicable requirements and rules of this Bylaw if in the opinion of the ***Development Authority***:

(a) the proposed ***development*** would not unduly interfere with the amenities of the neighbourhood or materially interfere with or affect the ***use***, enjoyment or value of neighbouring properties; and

(b) the proposed ***development*** conforms with a ***use*** prescribed by the Bylaw 1P2007 for that land or ***building***.

Development Permit Requirements

9 A ***development permit*** for **Parking Lot – Grade (temporary)** must not be approved for a period exceeding thirty-six (36) months.

BYLAW NUMBER 127D2016

BEING A BYLAW OF THE CITY OF CALGARY TO AMEND THE LAND USE BYLAW 1P2007 (LAND USE AMENDMENT LOC2016-0018)

****

WHEREAS it is desirable to amend the Land Use Bylaw Number 1P2007 to change the land use designation of certain lands within the City of Calgary;

AND WHEREAS Council has held a public hearing as required by Section 692 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 as amended;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CALGARY ENACTS AS FOLLOWS:

1. The Land Use Bylaw, being Bylaw 1P2007 of the City of Calgary, is hereby amended by deleting that portion of the Land Use District Map shown as shaded on Schedule "A" to this Bylaw and substituting therefor that portion of the Land Use District Map shown as shaded on Schedule "B" to this Bylaw, including any land use designation, or specific land uses and development guidelines contained in the said Schedule "B".

2. This Bylaw comes into force on the date it is passed.

READ A FIRST TIME THIS 13TH DAY OF JUNE, 2016.

READ A SECOND TIME THIS 13TH DAY OF JUNE, 2016.

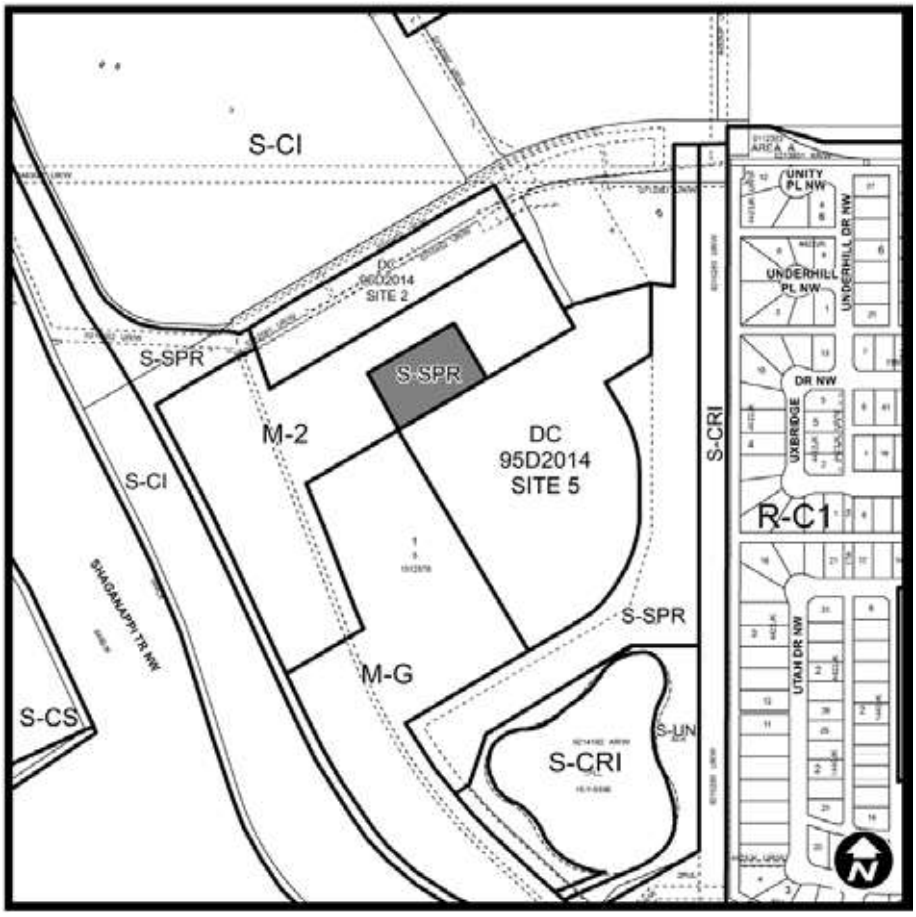
READ A THIRD TIME THIS 13TH DAY OF JUNE, 2016.

MAYOR
SIGNED THIS 13TH DAY OF JUNE, 2016.

ACTING CITY CLERK
SIGNED THIS 13TH DAY OF JUNE, 2016.

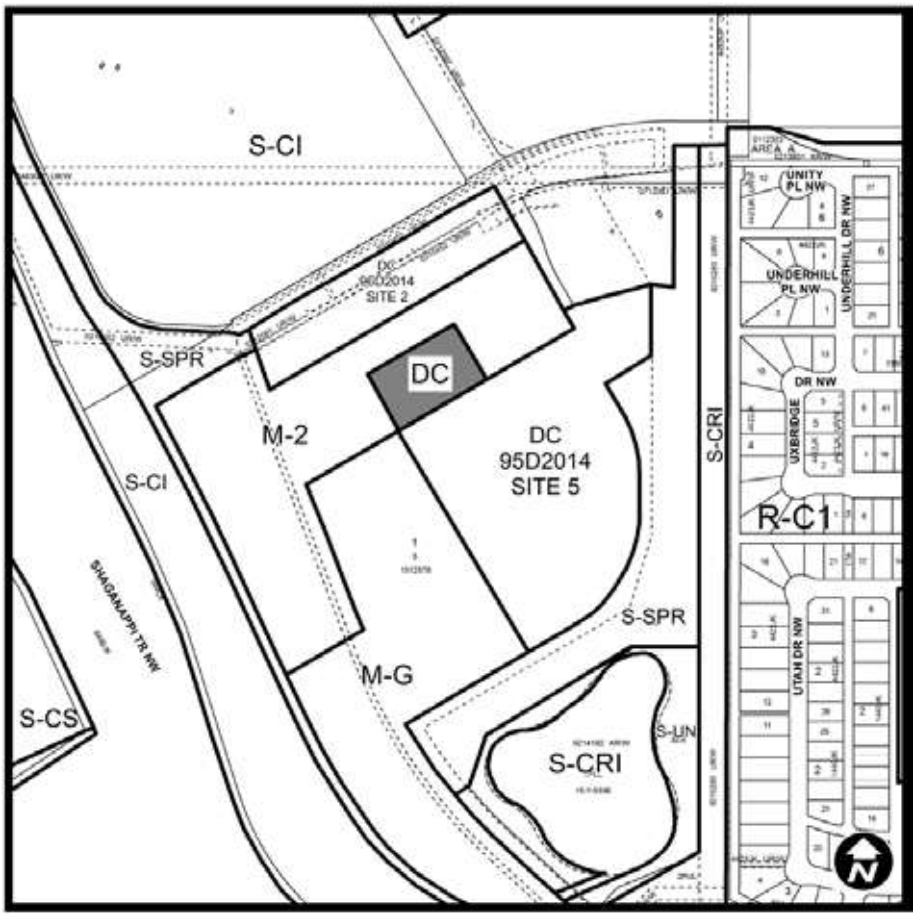
AMENDMENT LOC2016-0018
BYLAW NUMBER 127D2016

SCHEDULE A



AMENDMENT LOC2016-0018
BYLAW NUMBER 127D2016

SCHEDULE B



DC DIRECT CONTROL DISTRICT

Purpose

1 The intent of this Direct Control District is to:

(a) accommodate the future development of a City owned Municipal Reserve public **Park**; and

(b) accommodate the additional interim ***use*** of **Parking Lot – Grade (temporary)** to provide temporary parking when required to enable redevelopment of the surrounding Provincial lands.

Compliance with Bylaw 1P2007

2 Unless otherwise specified, the rules and provisions of Parts 1, 2, 3 and 4 of Bylaw 1P2007 apply to this Direct Control District.

Reference to Bylaw 1P2007

3 Within this Direct Control District, a reference to a section of Bylaw 1P2007 is deemed to be a reference to the section as amended from time to time.

Permitted Uses

4 The ***permitted uses*** of the Special Purpose – School, Park and Community Reserve (S-SPR) District of Bylaw 1P2007 are the ***permitted uses*** of this Direct Control District.

Discretionary Uses

5 The ***discretionary uses*** of the Special Purpose – School, Park and Community Reserve (S-SPR) District of Bylaw 1P2007 are the ***discretionary uses*** in this Direct Control District with the addition of:

(a) **Parking Lot – Grade (temporary)**.

Bylaw 1P2007 Rules

6 Unless otherwise specified in this Direct Control District, the rules of the Special Purpose – School, Park and Community Reserve (S-SPR) District of Bylaw 1P2007 apply in this Direct Control District.

Development Permit Requirements

7 A ***development permit*** for **Parking Lot – Grade (temporary)** must not be approved for a period exceeding thirty-six (36) months.

APPENDIX 2:
INNOVATION ZONE SUMMARY


Single Unit Three Storey Townhouses


Back to Back Townhouses - Internal Courtyard/Pathway View


Double Unit Three Storey Stacked Townhouses



DEMONSTRATION PLAN AND BUILDING TYPOLOGIES

Purpose:
The purpose of Site 4 Direct Control District is intended to:

- allow for Assisted Living and Residential Care as a permitted use;
- allow for multi unit dwellings, such as apartments, to have shared entrances for upper units;
- create a unique area that will accommodate a mixture and diversity of housing units within a block including semi-detached dwellings, townhouse dwellings, and apartment dwellings; and allows for the provision of assisted living units and residential care units for seniors within this zone.


Three/Four Storey Apartments (Condo) - Shared entrance to upper units


Single Unit Townhouses


Duplexes

WEST CAMPUS DEVELOPMENT TRUST

DC MG SITE 4 (INNOVATION ZONE)
DEMONSTRATION BLOCK PATTERN

DIALOG



Duplexes and Townhouses side by side



Duplexes (east side) and Townhouses (west side) along the street



Apartments and Stacked Townhouses side by side



Precedent example of a mixed block housing typology:

The precedent block illustrates the following housing mixture:

- duplexes with garages on a lane
- row townhouses with garages on a lane
- back-to-back townhouses with internal and street facing entrances
- apartments
- stacked townhouses
- row townhouses with below grade parking

WEST CAMPUS DEVELOPMENT TRUST

DC MG SITE 4 (INNOVATION ZONE)

TRADITIONAL MIXED STREET AND BLOCK TYPOLOGY EXAMPLE

DIALOG

258



Apartments: At-grade entrances and common entrance for upper units



Three Storey Stacked Townhouses: Double units with entrances at grade - one flush with sidewalk and one stepped up



Apartments: At-grade entrances and common entrance for upper units



Three Storey Stacked Townhouses: Double units with common stairway but individual door entrances for upper and lower units

WEST CAMPUS DEVELOPMENT TRUST

INNOVATION ZONE

AT-GRADE AND SHARED ENTRANCES

DIALOG

APPENDIX 3:
LEED-ND GIB 17 CREDIT

LIGHT POLLUTION REDUCTION

GIB CREDIT 17

	ND
Credit	GIB Credit 17
Points	1 point

Intent

To minimize light trespass from *project* sites, reduce sky-glow to increase night sky access, improve nighttime visibility through glare reduction, and reduce adverse effects on wildlife environments.

Requirements

"Shared areas" of a project are spaces and facilities dedicated to common use (publicly or privately owned).

In residential areas, at least 50% of the external luminaires must have fixture-integrated lighting controls that use motion sensors to reduce light levels by at least 50% when no activity has been detected for 15 minutes.

AND

In all shared areas, install automatic controls that turn off exterior lighting when sufficient daylight is available and when the lighting is not required during nighttime hours; these lights must meet the total exterior lighting power allowance requirements in Table 3.

AND

Document which lighting zone or zones (Table 1) describe the project, and for all shared areas, follow the requirements in Table 2. If two or more different zones border the project, use the most stringent uplight requirements, and use light trespass requirements for the adjacent zone. Roadway lighting that is part of the project must meet the requirements for the appropriate zone.

For illuminance generated from a single luminaire placed at the intersection of a private vehicular driveway and public roadway accessing the site, project teams may use the centerline of the public roadway as the site boundary for a length of two times the driveway width centered at the centerline of the driveway when complying with the trespass requirements.

Compliance with the light trespass requirements may alternatively be met by using only luminaires that comply with Table 4 ratings for backlight and glare.

AND

Stipulate *covenants*, *conditions*, *and restrictions* (CC&R) or other binding documents to require continued adherence to the requirements.

GIB CREDIT 17

Table 1. Lighting zones

Zone	Definition
LZ0	Undeveloped areas within national parks, state parks, forest land and rural areas and sites immediately adjacent to areas officially recognized as ecologically sensitive by the local zoning authority.
LZ1	Developed areas within national parks, state parks, forest land and rural areas.
LZ2	Areas predominantly consisting of residential zoning, neighborhood business districts, light industrial with limited nighttime use, and residential mixed-use areas.
LZ3	All other areas not included in LZ0, LZ1, LZ2, or LZ4 (including commercial-industrial and high-density residential).
LZ4	High-activity commercial districts in major metropolitan areas (as designated by local jurisdiction, such as local zoning authority).

Table 2. Allowable light trespass and uplight, by lighting zone

Lighting zone	Maximum horizontal and vertical illuminance (fc) at site boundary	Maximum horizontal and vertical illuminance (fc) at specified distance beyond site boundary	Maximum percentage of fixture lumens emitted above 90° or higher from nadir (straight down)
LZ0	0	0 at 0 ft.	0%
LZ1	0.01	.01 at 0 ft.	0%
LZ2*	0.10	.02 at 10 ft.	1%
LZ3*	0.20	.05 at 15 ft.	2%
LZ4*	0.60	.05 at 15 ft.	5%

fc = footcandle.
* In LZ2, LZ3, and LZ4, for project boundaries that abut public rights-of-way, light trespass requirements may be met relative to the curb line instead of the project boundary.

Table 3. Allowable lighting power densities, by lighting zone

	Lighting zone				
	LZ0	LZ1	LZ2	LZ3	LZ4
All exterior improved areas (except those listed below)	0.04 W/sf	0.04 W/sf	0.06 W/sf	0.10 W/sf	0.13 W/sf
Walkways	0.7 W/lf	0.7 W/lf	0.7 W/lf	0.8 W/lf	1.0 W/lf
Landscaping	No allowance	0.04 W/sf	0.05 W/sf	0.05 W/sf	0.05 W/sf
Entrance door (per linear foot of doorway)	20W	20W	20W	30W	30W
Entry canopy	0.25 W/sf	0.25 W/sf	0.25 W/sf	0.40 W/sf	0.40 W/sf
Illuminated building façade	No allowance	No allowance	2.5W/lf	3.75W/lf	5.0W/lf

sf = square feet; lf = linear feet.
Note: The total exterior lighting power density allowance for all shared exterior applications is the sum of the specified allowances for individual illuminated areas. The following lighting is exempted when its controls meet the above requirements and are independent of the controls for nonexempt lighting:
a. Specialized signal, directional, and marker lighting associated with transportation.
b. Advertising and directional signage.
c. Lighting integral to equipment or instrumentation and installed by its manufacturer.
d. Lighting for theatrical purposes, including performance, stage, film, and video.
e. Lighting for athletic playing fields.
f. Temporary lighting (installed for no more than 30 days and then removed for at least 30 days).
g. Lighting for industrial production, material handling, transportation sites, and associated storage areas.
h. Theme elements in theme or amusement parks.
i. Lighting to highlight features of public monuments and registered *historic buildings* or landmark structures.

GIB CREDIT 17

Alternative method for meeting light trespass requirements in Table 2

A luminaire may be used if it is rated as follows according to the lighting zone of the site. If the luminaire is installed in other than the intended manner, the rating must account for the actual photometric geometry. An exception applies if at least 98% of a luminaire's emitted lumens are intercepted by man-made structures within the project. In either case, luminaires equipped with adjustable mounting devices permitting alteration of luminaire aiming in the field are not permitted.

Table 4. Allowable backlight and glare, by lighting zone

	Lighting zone				
Backlight luminaire rating	LZ0	LZ1	LZ2	LZ3	LZ4
> 2 mounting heights from property line	B0	B1	B2	B3	B4
1 to 2 mounting heights from property line and properly oriented*	B0	B1	B2	B3	B3
0.5 to 1 mounting height to property line and properly oriented*	B0	B0	B1	B2	B2
< 0.5 mounting height to property line adjacent to street and properly oriented*	B0	B0	B1	B2	B2
< 0.5 mounting height to property line and properly oriented*	B0	B0	B0	B1	B2
Glare luminaire rating	G0	G1	G2	G3	G4

* The luminaire must be mounted with backlight toward the property line.
Note: Backlight and glare ratings are defined based on specific lumen limits for IESNA TM-15-07 solid angles, Addendum A.

UNIVERSITY
DISTRICT
CALGARY

myuniversitydistrict.ca

SCHEDULE "I"
UNIVERSITY DISTRICT GUIDELINES

Part 2 – University District Community Marketing Guidelines

[See attached.]

UNIVERSITY DISTRICT

BRAND GUIDELINES



REVISED JULY 2021

OUR WHY

We believe in creating an exemplary community that is first and foremost mindfully made: from innovative community layouts and attentive consideration of building form and architectural design to thoughtful integration and harmony with adjacent communities, University District will stand out as a leader at a local, national and international level. University District will be a world-class urban community that fosters an active and vibrant lifestyle, builds on the character and strengths of the surrounding neighborhoods, and supports a balanced way of life.





OVERVIEW

University District is a community by University of Calgary Properties Group (UCPG).
UCPG formerly West Campus Development Corporation, was created by the University of Calgary to initially oversee development of the University District lands, west of the University campus. In July 2020, the corporation changed its name and organizational structure to allow for portfolio expansion and diversification. The mandate for UCPG is to generate a financial return on the lands for the benefit of future University initiatives.

The following brand vision document highlights the inspiration and brand attributes for University District, a mindfully made, urban Calgary community offering a bold new vision for living in the NW. A community that combines residential, retail and office spaces, shopping, dining and entertainment, with inspiring parks and breathtaking natural scenery. As Alberta's first LEED-ND Platinum certified community, University District is a comprehensive and innovative 200-acre mixed-use development offering a full range of amenities, services and experiences for a complete urban lifestyle.

This document will serve as a guide for brand positioning within the marketplace, and how to relate to the brand moving forward. The brand vision will highlight University District's personality in a way that will be influential for the community and its future.

THE VISION

A COMPLETE COMMUNITY

Imagine a vibrant mixed-use community with active, friendly streets, eclectic architectural character and a home to suit every lifestyle and budget. A place where residents can walk to work while enjoying the richness of a green environment as they travel along pedestrian-oriented, tree-lined streets, intercepting a variety of open spaces, gardens, and natural areas along the way.

An animated, east-west main street is the community focal point. Nine blocks of retail shops along a modern main street anchored by an expansive, 3-acre urban park, blurs the lines between destination and community. Residents will be able to sip coffee on a sunny patio, grab ingredients for dinner at the grocer, window shop, and stroll along tree-lined streets, intercepting a variety of open spaces, gardens, and natural areas along the way. The main street will be a hub of activity where art and culture are an essential layer in the connection between built form and public spaces.

The community will promote health and wellness in the fullest sense. Streets that encourage walking, cycling, maximize sunlight, and will ensure pedestrian safety and comfort. Roads, sidewalks and pathways will integrate people, bicycles, wheelchairs, buses, and cars, while giving priority to pedestrians and to transit supportive development.

Every aspect of development is ingrained with an essence of sustainability: from compact, walkable blocks to a hierarchy of multi-use trails, pedestrian pathways, mid-block connections and wide sidewalks. The community will be a place for people of all ages and abilities, a truly dynamic 21st century community for all to enjoy.

WHAT MAKES UNIVERSITY DISTRICT UNIQUE?

Calgarians are provided with considerable choice when selecting where they will live, work, locate their businesses and spend their leisure time. The vision of University District is exciting and bold and defines why the community is a unique place in the market. University District still must win over the hearts and minds of the public. Our unique selling propositions further strengthen this vision.



MINDFULLY MADE

Grounded in Thoughtful Collaboration

Every detail at University District is carefully considered, and each decision puts the human experience first. From the retail offering on main street to the orientation of the building forms to the connected pathways, every step is measured to elevate the life of this community. It all flows from careful collaboration between planners, architects, and people like you.



CONNECTED TO THE CITY

Knit in to the Urban Experience

University District is surrounded by long-established communities and amenities. The retail, services, and top-notch medical facilities thus become part of this neighbourhood. University District meshes with that surrounding fabric, with a pedestrian oriented building plan that creates a seamless transition of streetscapes and built forms.



COMPLETE URBAN VILLAGE

Comprehensive In-City Life

University District strives for truly complete living. Diverse housing choices for all walks of life, complemented by exceptional green spaces, a vibrant urban high street blooming with retail and services, and easy navigation around the neighbourhood: University District is a new urban ideal for the city of Calgary.



UNIVERSITY LINKED

Excellence on Every Avenue

Supported by the vitality of the University of Calgary this neighbourhood extends excellence through every stage of living.

BRAND ATTRIBUTES

PERSONALITY

Intelligent but not elitist, University District is a thoughtful, confident community. Inclusive and expansive in both scope and promise, it welcomes a diverse group of individuals to share in a unique, forward-looking vision. Imbued with a modern sophistication, this is a place grounded in a notable, established past that gives it the know-how and character necessary to create a fresh, exciting future, open to all.

VALUES

This is a place that weaves a sense of purpose into the very fabric of life. Socially and financially responsible, environmentally sustainable, technologically advanced – with the belief that innovation can be harnessed to promote a connected community that is progressive in spirit. This new community is leading edge without being bleeding edge. It's active and engaged, both at its core and with the wider community. Thoughtfully designed to promote highly functional living and a healthy work-life balance, this is a place to set down roots and feel positive about the future.

ESSENCE

Polished Thoughtful Confident Sophisticated Welcoming Forward
Inspired Inclusive Vibrant Notable Established Intelligent



BRAND GUIDELINES

PRIMARY

The University District logo provides high-impact and contributes to an easily-identifiable brand. The logo is comprised of two elements: the word mark (University District) and the locator (Calgary).

The primary logo is to be used whenever possible.

CREST

The Crest is to be used in very limited circumstances and is not to be used in conjunction with other logos.

MONOGRAM

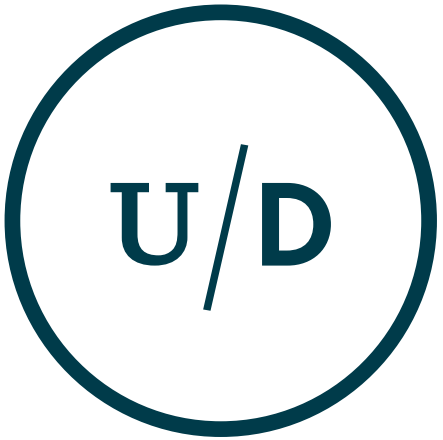
To be used in conjunction with primary logo until established in market. An easily recognizable icon for the University District brand going forward.

UNIVERSITY
DISTRICT
CALGARY

PRIMARY LOGO



CREST



MONOGRAM

The primary logo, crest and monogram may appear in U/D Navy, Black or reversed out of a dark colour. It is not acceptable for the logo to appear in any colours other than what's specified here. Always ensure enough contrast between the background colour and the logo.

Always use supplied electronic art. A breakdown of the appropriate file type is listed below.

The University District logos can be obtained through UCPG. They are provided in various file formats. See below for a guide on when and where to use them.

EPS – (CMYK & PANTONE) Print, signage, merchandising and large format printing. This format is scalable and will not lose resolution.

AI – (CMYK & PANTONE) Print, signage, merchandising and large format printing. This format is scalable and will not lose resolution.

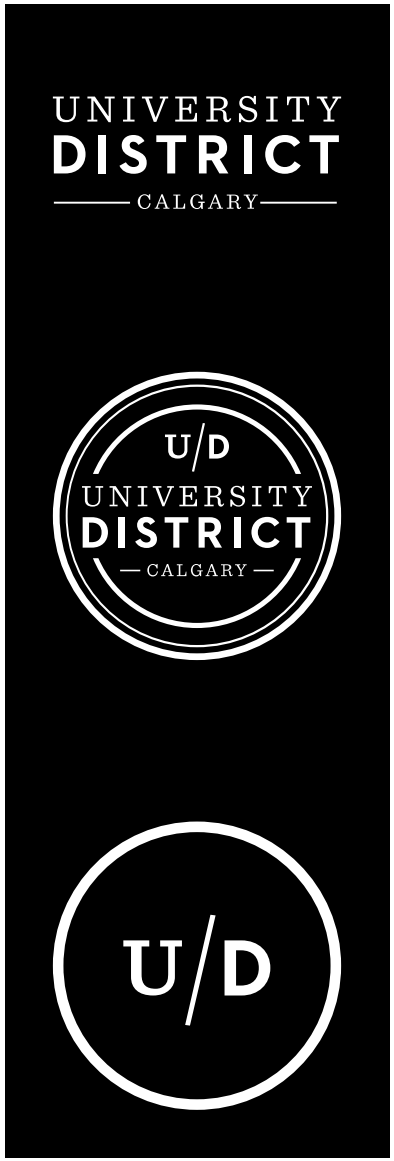
JPG – (RGB) Microsoft Word, web applications, email signatures and social media.

PNG – (RGB) Microsoft Word, web applications, email signatures and social media. This file has a transparent background and works well when being placed on a background colour or image.

PRIMARY LOGO







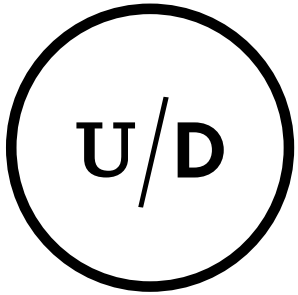
CREST





MONOGRAM





COLOUR (U/D NAVY)

BLACK

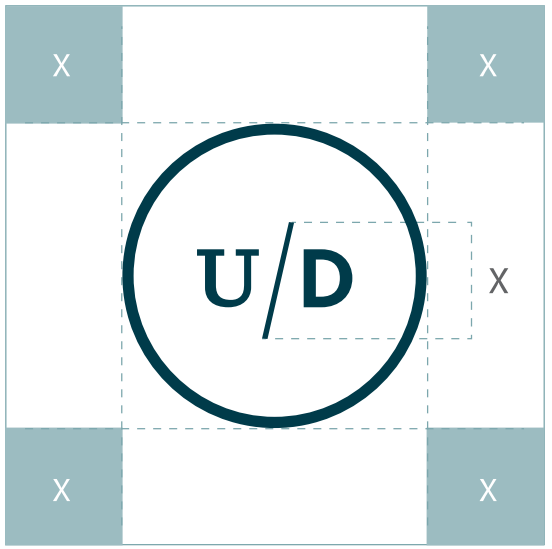
WHITE (REVERSE)

The protected space for each respective version of the U/D logo is equal to the measure ‘x’ as detailed to the right.

Absolutely no other elements (graphics, colour, type, photos) can infringe on this area, unless the logo is purposely reversed out a-top a colour field or photograph.







SCALING LOGO

The EPS logo files may be scaled to any size required for various applications, as long as the guidelines for minimum size are met. The majority of applications will require the logo to be sized above the minimum size allowable.

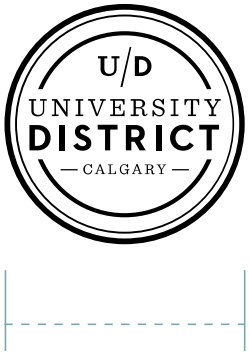
MINIMUM SIZE

These guidelines outline the smallest allowable size for the U/D logos.

The primary logo cannot be smaller than 1" wide. The crest can not be scaled smaller than 1.25". The monogram can not be scaled smaller than 0.5". wide. Always maintain the aspect ratio/proportion of the logo when scaling.



MINIMUM SIZE 1"



MINIMUM SIZE 1.25"



MINIMUM SIZE 0.5"



DO NOT CHANGE COLOURS



DO NOT CHANGE FONTS



DO NOT ALTER SIZE OF ELEMENTS



DO NOT DISTORT



DO NOT ROTATE



DO NOT PLACE OVER TOP PATTERNED BACKGROUND



DO NOT CHANGE COLOURS



DO NOT CHANGE FONTS



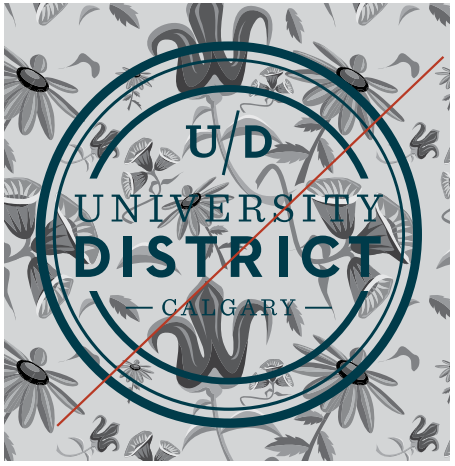
DO NOT ALTER SIZE OF ELEMENTS



DO NOT DISTORT



DO NOT ROTATE



DO NOT PLACE OVER TOP PATTERNED BACKGROUND



DO NOT CHANGE COLOURS



DO NOT CHANGE FONTS



DO NOT ALTER SIZE OF ELEMENTS



DO NOT DISTORT



DO NOT ROTATE



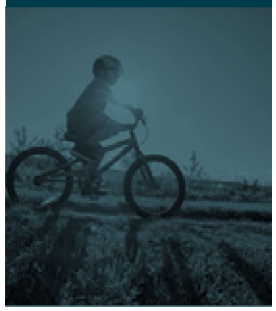
DO NOT PLACE OVER TOP PATTERNED BACKGROUND

PRIMARY PALETTE

The primary palette is made up of U/D navy and U/D Slate. These colours are to be used consistently on all brand materials.

The light version of U/D slate should be used whenever possible, however when legibility or contrast is a concern, use the dark version of U/D slate.

U/D navy



PANTONE
309 C/U

C100 M64 Y52 K44

R22 G61 B75

HEXADECIMAL
#163D4B

U/D slate
(light)



PANTONE
5513 C/U

C33 M12 Y18 K0

R178 G197 B200

HEXADECIMAL
#B2C5C8

U/D slate
(dark)



PANTONE
5493 C/U

C53 M22 Y29 K0

R138 G166 B172

HEXADECIMAL
#7A9CA3

SECONDARY PALETTE

The secondary colour palette complements the primary palette and brings vitality and freshness to the U/D brand. It is meant to be used sparingly, in elements such as maps, signage and other promotional materials. The grey is commonly used in body copy or text in printed publications.

U/D green



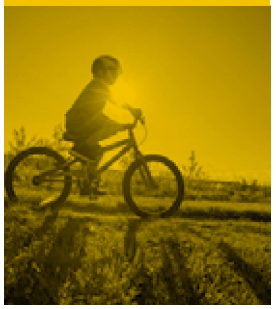
PANTONE
390 C/U

C35 M12 Y100 K0

R182 G188 B0

HEXADECIMAL
#B5BE00

U/D ochre



PANTONE
7406 C/U

C6 M21 Y100 K0

R231 G195 B17

HEXADECIMAL
#F5C300

U/D grey



PANTONE
COOL GRAY 9 C/U

C56 M46 Y44 K10

R118 G119 B122

HEXADECIMAL
#76777A

PRIMARY TYPEFACES

The primary typefaces should be used on all external promotional and marketing materials.

Neutraface Text 2

As a highly versatile and legible sans serif typeface, Neutraface Text 2 reinforces the U/D brand's contemporary aesthetic as well as reinforces its timeless nature.

Ideal for both headline copy (typically set in all uppercase in Neutraface Text 2 Demi), as well as for body copy (often Neutraface Text 2 Book or Light).

Sentinel

Sentinel is the elegant slab-serif companion to Neutraface Text 2 and is used primarily for subheads and captions, although is also acceptable as body copy.

Most typical weights used are the Light and Light Italics, and occasionally the Book.

NEUTRAFACE TEXT 2 LIGHT

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 $%^&&*!

NEUTRAFACE TEXT 2 BOOK

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 $%^&&*!

NEUTRAFACE TEXT 2 DEMI

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 $%^&&*!

NEUTRAFACE TEXT 2 BOLD

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 $%^&&*!

SENTINEL LIGHT

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 $%^&&*!

SENTINEL LIGHT ITALICS

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 $%^&&!*

SENTINEL BOOK

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 $%^&&*!

SENTINEL SEMI-BOLD

abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 $%^&&*!

SECONDARY TYPEFACES

The following secondary typefaces were selected for internal use only when the primary typefaces are not available.

Raleway
This is an acceptable substitute for Neutraface Text 2 on internal communications only.

Arapey
This is an acceptable substitute for Sentinel on internal communications only.

Raleway and Arapey my be found and downloaded at google.com/fonts.

RALEWAY LIGHT
abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 $%^&&*!

RALEWAY REGULAR
abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 $%^&&*!

RALEWAY MEDIUM
abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 $%^&&*!

RALEWAY BOLD
abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 $%^&&*!

ARAPEY REGULAR
abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 $%^&&*!

ARAPEY ITALIC
abcdefghijklmnopqrstuvwxyz
ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890 $%^&&!*

LIFE WORKS HERE

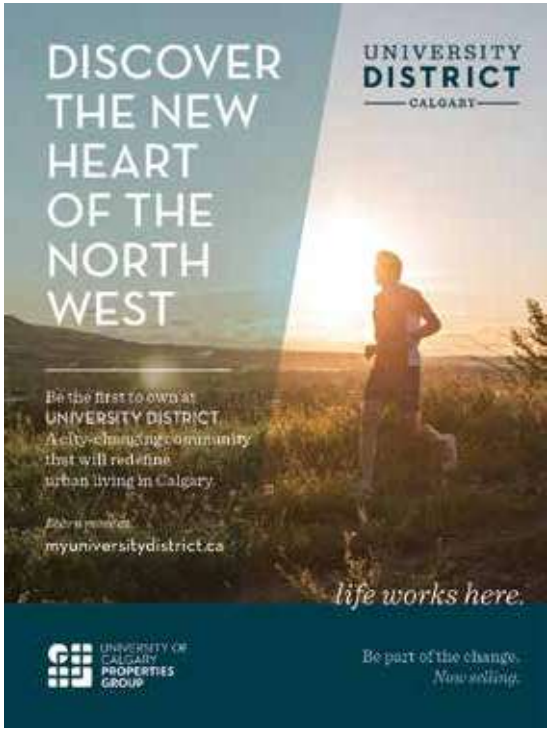
Use of the *"life works here."* tagline is application dependent. The tagline can be used on it's own or as a lock-up with the University District logo. The University District logo must always be present when using the tagline on it's own and it may only be used in an environment that is clearly University District branded.
See sample ad shown to the right.

The tagline is set in Sentinel Italic, whenever possible, use supplied artwork.

life works here.

UNIVERSITY
DISTRICT
CALGARY

life works here.



ANGLE

The angle of the slash is always 76.7°.

USE OVER IMAGES

The slash shape should only be layered over images using one of the secondary colours or u/d slate. When applying the slash over an image always set it to the "multiply" effect at 100% opacity.

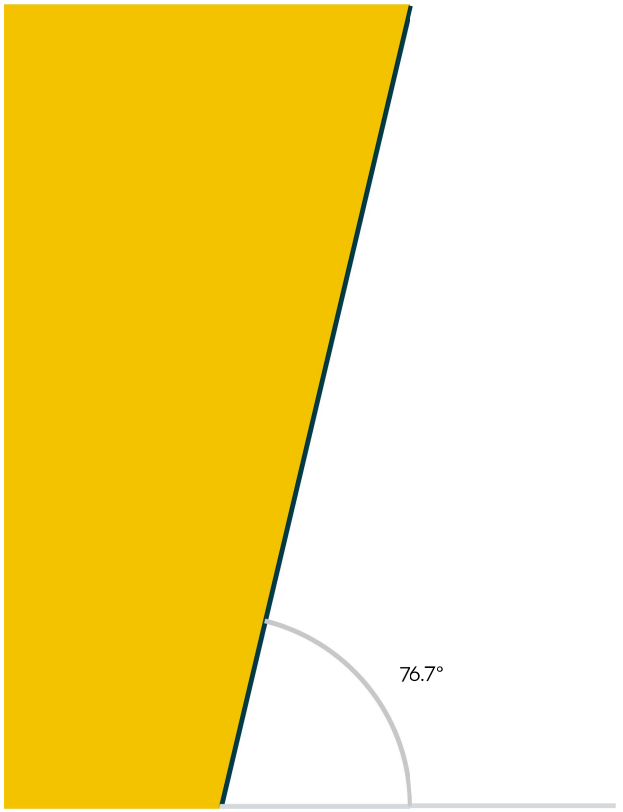
USE WITH TYPE

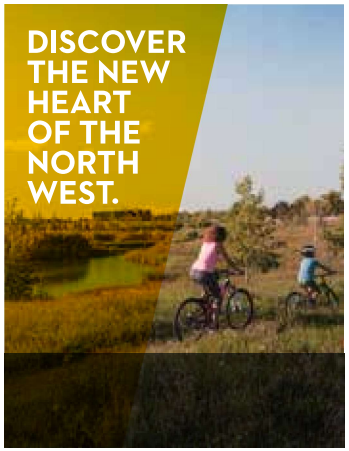
Type can flow over or be contained within the slash and it should be white when placed over top of the slash.

WHITE TRANSPARENCY LAYER

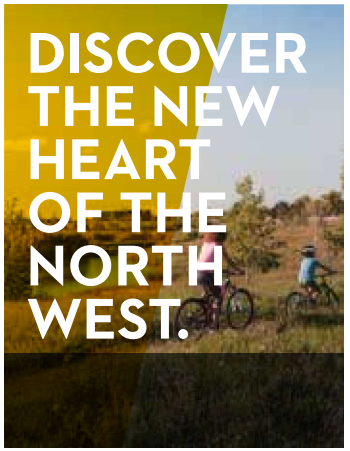
When a background image is complicated and type is small on the multiplied overlay, a semi-transparent white layer may be placed below the slash overlay to increase legibility. Please do not exceed 60% opacity on the white layer.







TYPE CONTAINED WITHIN

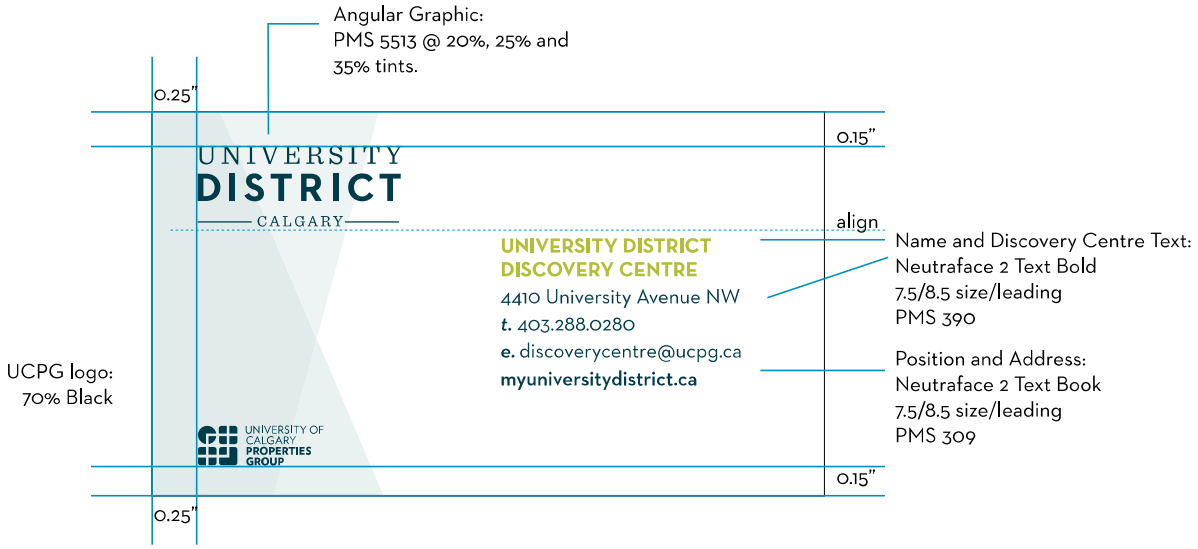


TYPE FLOWING OVER



WHITE TRANSPARENCY LAYER

Business cards are 3.5"x 2" printed on Cougar 130 lb. Cover. See specs for further details.





Background graphic created as a duotone of PMS 309 and 5513.

Logo is centred on back and reversed out in white.

Include social media icons.

Try to avoid the type of the poster cascading over the eyes of the subjects of the photography. Use equal margin settings along all four sides.

LIFE WORKS HERE

Do not "life works here" tagline in conjunction with Northwest of Normal creative.

Headline: Neutraface 2
Text Bold
100% white
58/58 size/leading

Headline scales to stretch as far across as possible to the guide on the right margin.

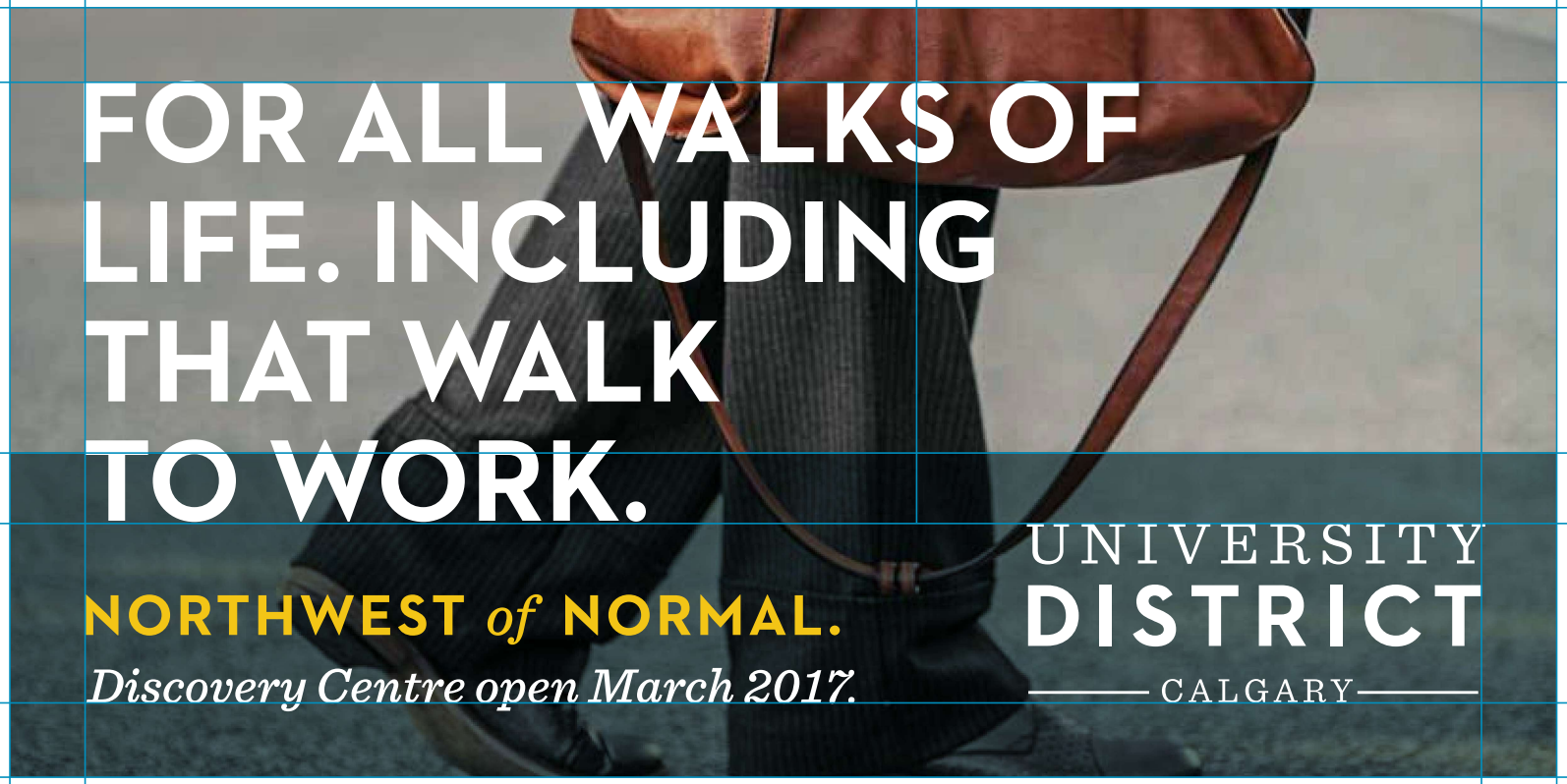
Copy block should be the same height as the logo whenever possible.



Headline scales to stretch across to the right margin or down to align with the top of the logo.

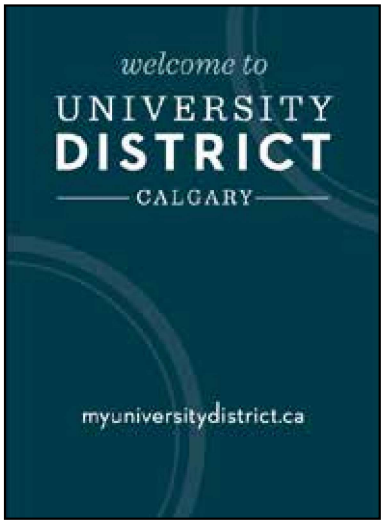
Headline: Neutraface 2 Text Bold 100% white 54/54 size/leading

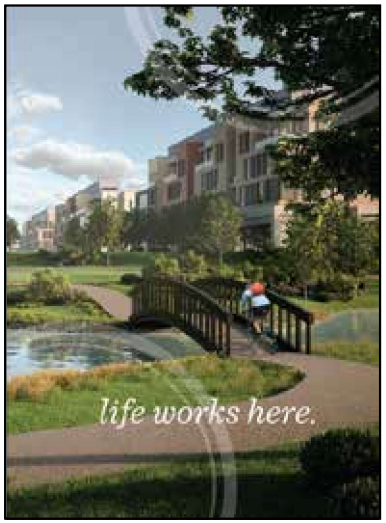
Bottom bar is PMS 309 set to multiply at 60% opacity.

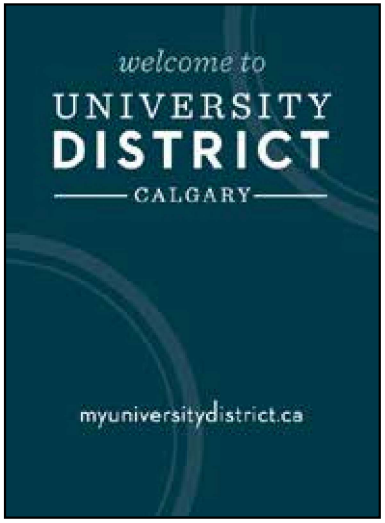


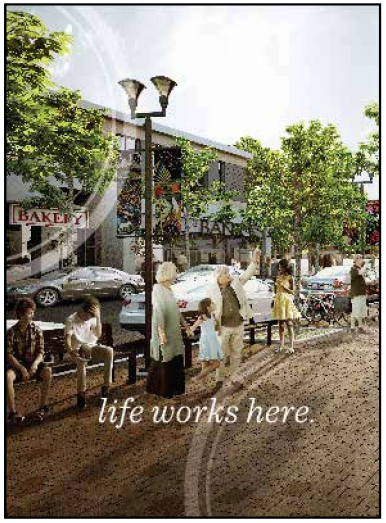
WELCOME SIGNAGE

The Community Welcome signage is 8' x 11' double-sided with finished edges. All utilize printed vinyl graphics with a matte laminate mounted to dibond panels. Logos and white lettering are in cut reflective vinyl. All signage must follow the colour system as outlined in this document. Ensure that all text is large enough to be legible at viewing distance.









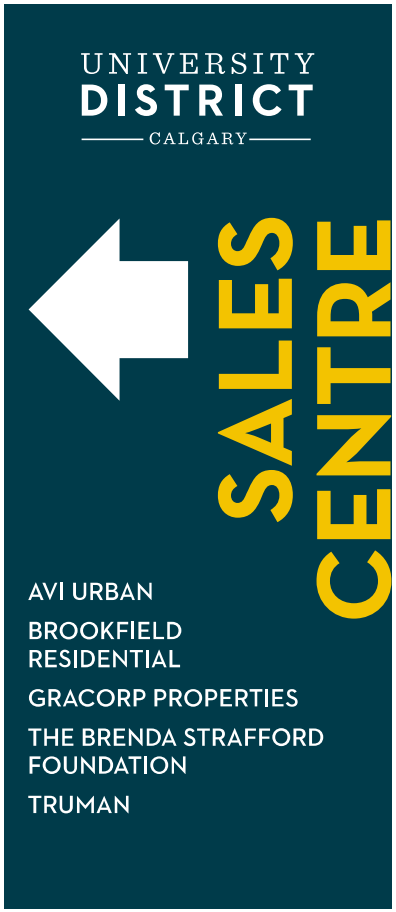
COMMUNITY SIGNAGE

The community signage is 6 ft x 14 ft double-sided with finished edges. All utilize printed vinyl graphics with a matte laminate mounted to dibond panels. Logos and white lettering are in cut reflective vinyl. The signage alternates between lifestyle images and messaging and identity. All signage must follow the colour system as outlined in this document. Ensure that all text is large enough to be legible at viewing distance.



DIRECTIONAL SIGNAGE

The large directional sign off of Shaganappi Trail is 6 ft x 14 ft double-sided with finished edges. The smaller directional signs within the community are 3 ft x 4 ft or 4 ft x 6 ft, skid-mounted signs. All utilize either direct print or cut vinyl graphics with a matte laminate applied directly to dibond panels. Logos, white lettering and the large directional arrow are in cut reflective vinyl. The directional signs utilize the U/D Navy and U/D Ochre. Ensure that all text is large enough to be legible at viewing distance.







All construction fencing and signage must be approved by the Trust prior to installation.

CONSTRUCTION FENCING

Fencing must be used during construction. Our preferred style of construction fencing is a panel mounted directly to concrete barriers (see A). However, chain link or wire construction fencing is also acceptable.

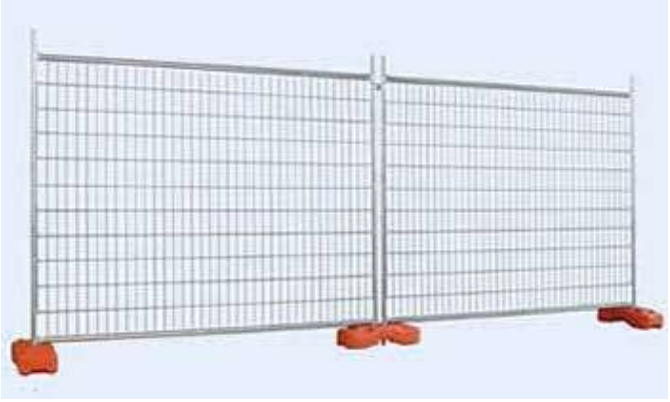
When using chain link or wire fencing, the entire perimeter of the site must be covered with construction banners to assist with dust mitigation. See further information on pages 21 & 22 of this guideline.



A. SAMPLE OF CONCRETE BARRIER CONSTRUCTION FENCING



B. SAMPLE OF CHAIN LINK FENCING



C. SAMPLE OF MOVEABLE WIRE FENCE PANELS

BRANDED CONSTRUCTION BANNERS

Branded construction banners are required in all high visilibity zones. All artwork is to include consistent messaging, appropriate lifestyle imagery, developer and project details and renderings. University District branding must make up at least 25% of the overall coverage. University District artwork will be supplied by the Trust in an applicable format. All other artwork must be approved by the Trust prior to production.

NON-BRANDED CONSTRUCTION BANNERS

In low visibility zones, it is acceptable to use generic grey construction banners or fabric in place of the branded banners. See page 22 to determine which zone applies to your site.

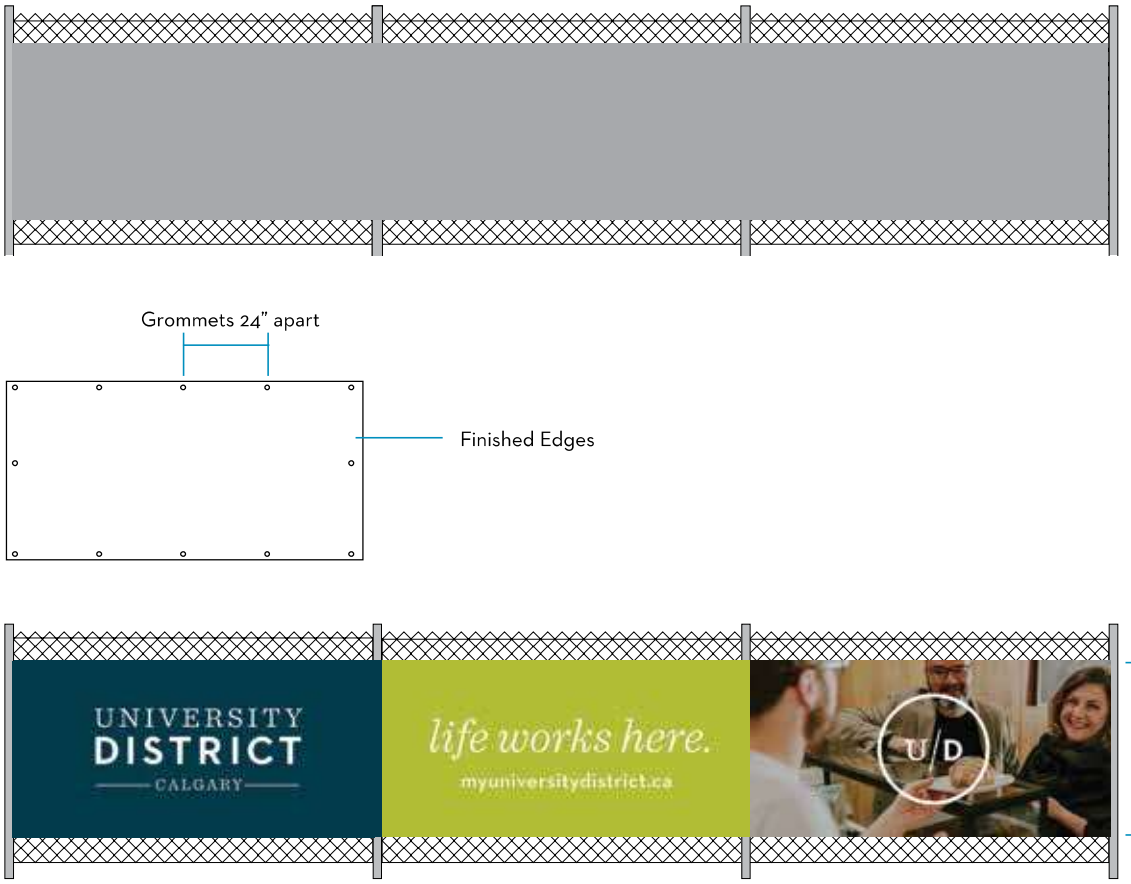
MATERIAL, INSTALLATION & MAINTENANCE

Ensure that you are using an appropriate mesh material with wind slits that can withstand heavy wind loads. It is recommended that the banners cover at least 80% of the total height of the fence. They should have finished edges with grommets every 24 inches and be slip tied directly to the fence. It is also imperative that the banners are maintained and checked regularly. Refasten any panels that come away from the fence, replace any damaged panels and arrange to have them cleaned on a regular basis.

Sample of Branded Construction Banners for high visibility zones (see page 22)



Sample of Non-Branded Construction Banners for low visibility zones (see page 22)



This map is subject to change on an annual basis and upon review by the Trust.

BRANDED CONSTRUCTION BANNER ZONES

Although all construction sites require banners to run along the perimeter of the fencing, see the adjacent map for the various zone requirements for branded banners. These are based on visibility and traffic flow. The higher density areas require more branded coverage.

Any sections not covered with branded imagery must be covered by non-branded banners to assist with dust mitigation.

Zone details are outlined below:

ZONE A (Green)

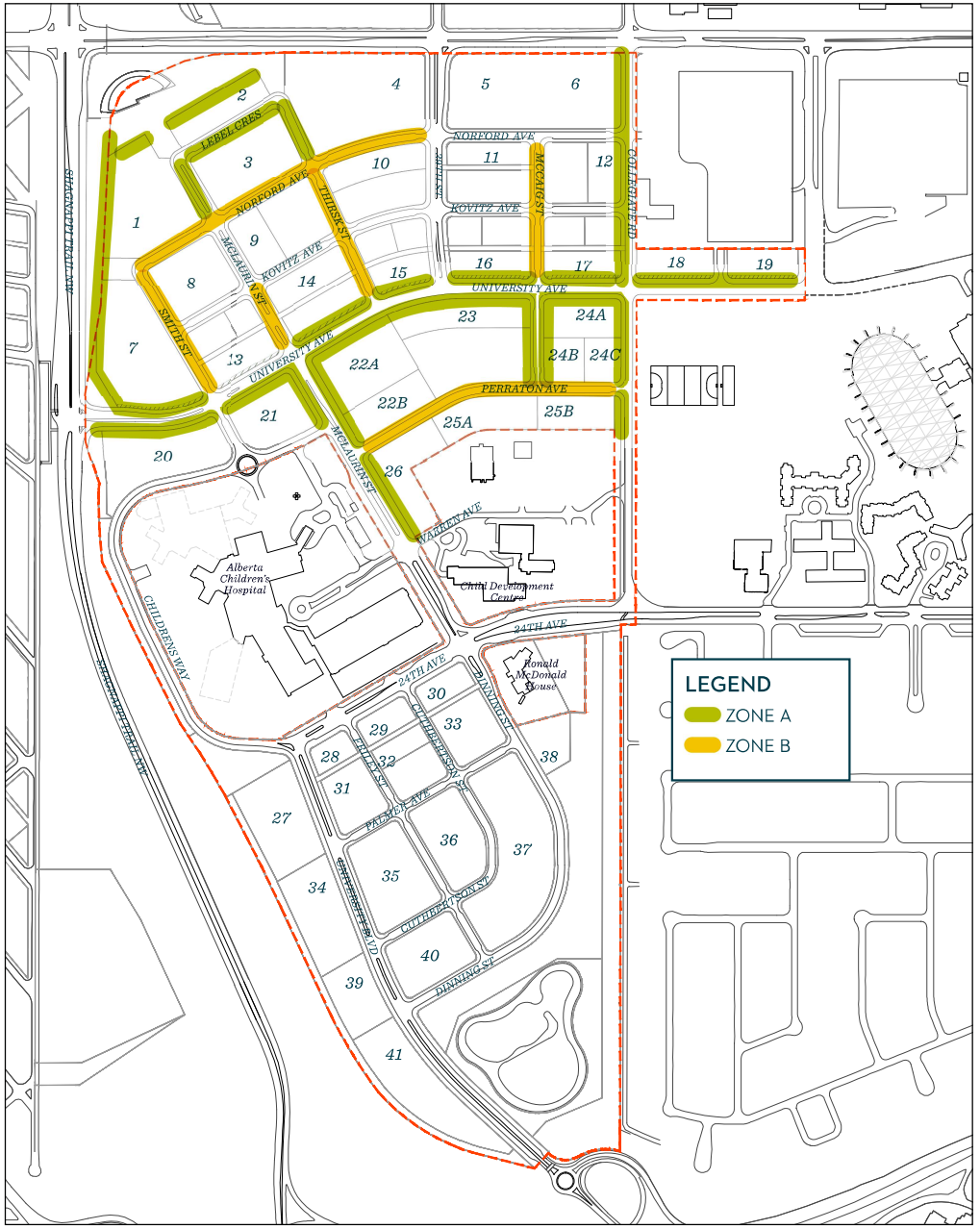
High visibility requiring full coverage

Branded construction fence banners must cover the entire fencing with the exception of gates or hydrant locations.

ZONE B (Yellow)

Low visibility

Branded construction fence banners must make up at least 50% of the total banner coverage.



Updated January 23, 2019

A-FRAME SIGNAGE

To supplement building signage and draw customers to your location, A-Frame signs and wind signs ARE PERMITTED within the community. The preferred size is 2 ft x 3 ft, however a larger 3 ft x 4 ft sign may be allowed with special permission. Please note, A-frame and wind signs must be secure so they do not fall over. It is also imperative that the signage is maintained and checked regularly. Should damage occur, you are responsible to remove it from the site immediately and have it repaired or replaced.

All signage must be submitted and approved by University of Calgary Properties Group (UCPG) prior to installation.

BOLD SIGNS

Bold signs are NOT PERMITTED anywhere within the development as these are reserved for construction and safety use only. City permits must be obtained for any signage outside of the development.

FLAGS AND BANNERS

Flags and banners are only allowed on-site with prior permission and approval from UCPG.



Winds Signs



A-Frame Signs



Bold Signs



Flags and Banners

PHOTOGRAPHY STYLE

All imagery used in any University District collateral must comply with the brand.

People-focused, warm, friendly and experiential imagery is the mandate.

Tonality should be on the warm end of the spectrum, and composition should be uncluttered. The feeling of candid experience is the direction for people images.















BRAND APPLICATIONS

SAMPLE COLLATERAL


U/D
UNIVERSITY
DISTRICT
CALGARY
MYUNIVERSITYDISTRICT.CA


DIVERSE housing options
SHOPPING DISTRICT with full service grocer
12 KM of pathways & trails
40 ACRES of green space
LIFE WORKS HERE
UNIVERSITY DISTRICT takes the world's brightest ideas in urban living, and delivers them in tre Calgary style – weaving current design, technology and lifestyle options into the strong social fabric of the city. At University District, life works here.
MINDFULLY made
UNIVERSITY DISTRICT is the result of a collaborative, people-first design process, resulting in a master-planned community that will become the new heart of the Northwest.


CALGARY'S
COMMUNITY.
MINDFULLY
MADE.
UNIVERSITY
DISTRICT
life works here.
UNIVERSITY
DISTRICT

BUSINESS CARD





FACT SHEETS AND HANDOUTS






UNIVERSITY
DISTRICT
CALGARY
U/D
UNIVERSITY
DISTRICT
CALGARY
U/D
UNIVERSITY
DISTRICT
CALGARY
U/D



APPENDIX

CAMPAIGN APPENDIX: NORTHWEST OF NORMAL

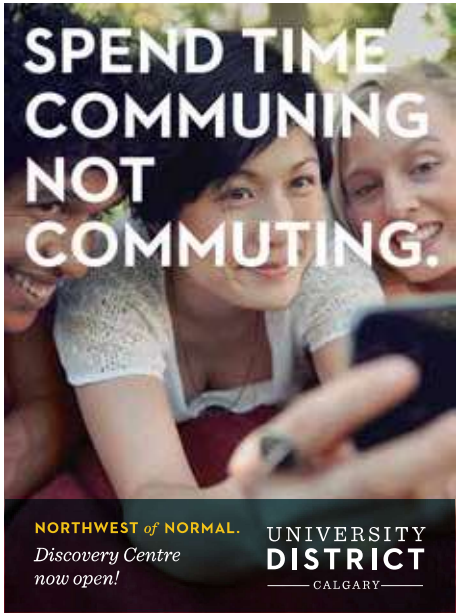
Many of today's homebuyers are looking for something that defies the cookie-cutter attitudes of previous generations. To these people, normal is, well – boring. Modern culture tells us we can get more out of our lives; in fact, we're entitled to it.

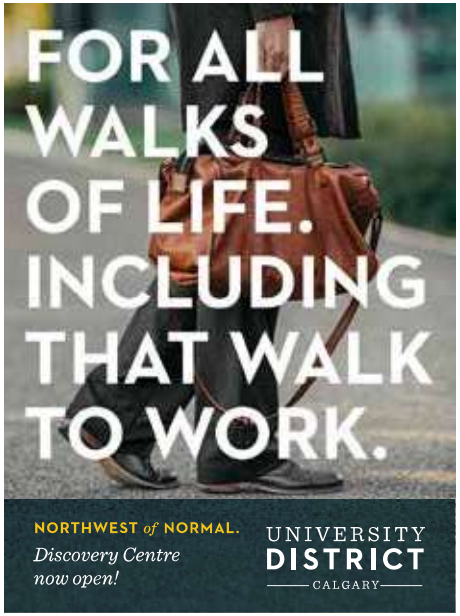
For this direction we tapped into current attitudes by focusing on what sets University District apart from other communities. Why live somewhere that's isolated when you can live in a vibrant, full-of-life, connected community? Why sacrifice everything you love about urban living to get that tight knit community feel when you can clearly have both?

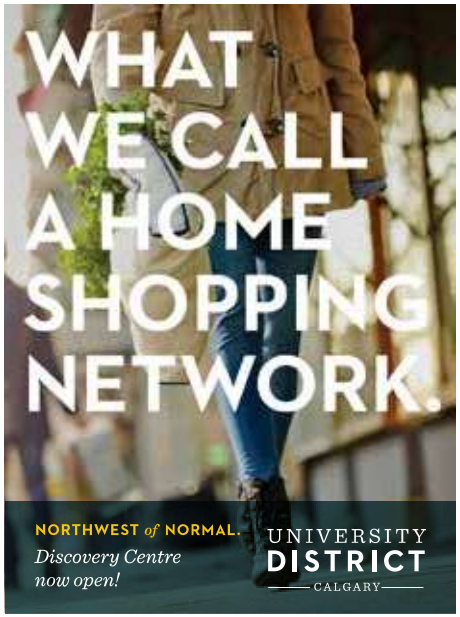
University District is a community that offers homebuyers real diversity and a quality of life they won't find elsewhere. By creating messaging and using imagery that speaks to this difference we position U/D as "not your ordinary community." We position it as...

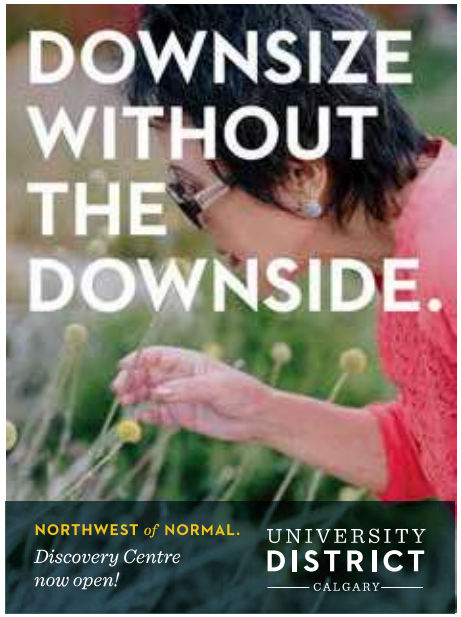
NORTHWEST *of* NORMAL.

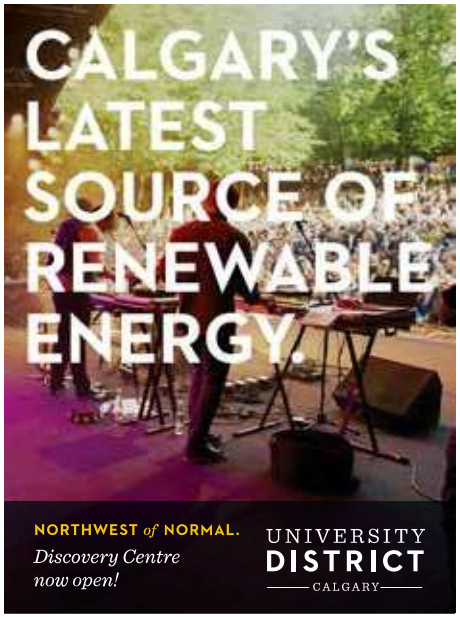

CONNECTING DOESN'T ALWAYS REQUIRE A PASSWORD.
NORTHWEST of NORMAL.
Discovery Centre now open!
UNIVERSITY DISTRICT
CALGARY


SPEND TIME COMMUNING NOT COMMUTING.
NORTHWEST of NORMAL.
Discovery Centre now open!
UNIVERSITY DISTRICT
CALGARY

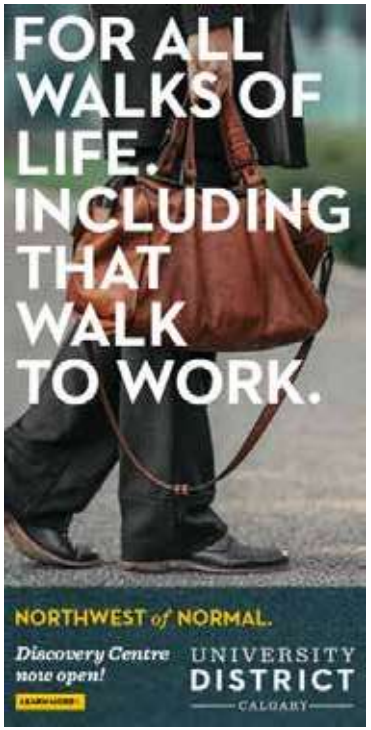

FOR ALL WALKS OF LIFE. INCLUDING THAT WALK TO WORK.
NORTHWEST of NORMAL.
Discovery Centre now open!
UNIVERSITY DISTRICT
CALGARY


WHAT WE CALL A HOME SHOPPING NETWORK.
NORTHWEST of NORMAL.
Discovery Centre now open!
UNIVERSITY DISTRICT
CALGARY

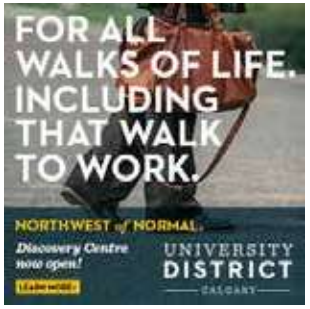

DOWNSIZE WITHOUT THE DOWNSIDE.
NORTHWEST of NORMAL.
Discovery Centre now open!
UNIVERSITY DISTRICT
CALGARY


CALGARY'S LATEST SOURCE OF RENEWABLE ENERGY.
NORTHWEST of NORMAL.
Discovery Centre now open!
UNIVERSITY DISTRICT
CALGARY


CONNECTING DOESN'T ALWAYS REQUIRE A PASSWORD.
NORTHWEST of NORMAL.
Discovery Centre open March 2017.
UNIVERSITY DISTRICT
CALGARY


FOR ALL WALKS OF LIFE. INCLUDING THAT WALK TO WORK.
NORTHWEST of NORMAL.
Discovery Centre now open!
UNIVERSITY DISTRICT
CALGARY


CONNECTING DOESN'T ALWAYS REQUIRE A PASSWORD.
NORTHWEST of NORMAL.
Discovery Centre open March 2017.
UNIVERSITY DISTRICT
CALGARY


FOR ALL WALKS OF LIFE. INCLUDING THAT WALK TO WORK.
NORTHWEST of NORMAL.
Discovery Centre now open!
UNIVERSITY DISTRICT
CALGARY


CONNECTING DOESN'T ALWAYS REQUIRE A PASSWORD.
NORTHWEST of NORMAL.
Discovery Centre open March 2017.
LEARN MORE
UNIVERSITY DISTRICT
CALGARY


FOR ALL WALKS OF LIFE. INCLUDING THAT WALK TO WORK.
Discovery Centre now open!
LEARN MORE
UNIVERSITY DISTRICT
CALGARY

NON-DISTURBANCE AGREEMENT – PROJECT SITE

THIS AGREEMENT made effective as of the _____ day of _____, 202[•]

AMONG

THE GOVERNORS OF THE UNIVERSITY OF CALGARY
(the "**Head Lessor**")

- and –

[•], in its capacity as Lessee under the Residential Lease (the "**Lessee**")

- and –

[•], in its capacity as Condo Corp Lessee under the Residential Lease (the "**Condo Corp Lessee**")

WHEREAS by a project site separate lease agreement dated as of _____, 202[•] between the Head Lessor and the Lessor (as may be amended from time to time, the "**Separate Head Lease**"), the Head Lessor leased to the Lessor, as tenant, the Project Site (in this Agreement, the "**Subleased Premises**"), upon the terms and conditions set forth in the Separate Head Lease;

AND WHEREAS the Lessor, the Lessee and the Condo Corp Lessee have entered into a residential lease agreement (as may be modified or amended from time to time in accordance with Section 8 hereof, the "**Residential Lease**") dated the ____ day of _____, 202[•] pursuant to which the Lessor agreed to sublet to the Lessee the Subleased Premises and the Condo Corp Lessee assumed certain obligations relating to the Subleased Premises under the Residential Lease;

AND WHEREAS the Separate Head Lease contains certain provisions allowing the Head Lessor to re-enter and take possession of the Subleased Premises;

AND WHEREAS the Head Lessor is obligated to execute and deliver non-disturbance agreements in favour of sublessees of the Lessor pursuant to the provisions of the Separate Head Lease;

AND WHEREAS this Non-Disturbance Agreement is entered into at the request of the Lessee and the Condo Corp Lessee (collectively, the "**Joint Lessees**");

NOW THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements set forth in this Non-Disturbance Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

1. All capitalized words and phrases not otherwise defined herein have the meanings ascribed thereto in the Separate Head Lease.

2. Upon the Head Lessor terminating the Separate Head Lease, the Joint Lessees agree that, upon written demand of the Head Lessor they will, and do hereby agree to attorn to the Head Lessor as sublessor under the Residential Lease subject to the terms and conditions specified herein.

3. Upon the Head Lessor terminating the Separate Head Lease, but subject always to the Joint Lessees complying with their obligations pursuant to Section 2 hereof, and provided that the Joint Lessees are not then in material default under the Residential Lease beyond any applicable cure periods and subject to the other provisions of this Non-Disturbance Agreement, the Head Lessor will accept and acknowledge the attornment of the Joint Lessees under the Residential Lease and permit the Joint Lessees to continue in quiet possession of the Subleased Premises under the Residential Lease throughout the remainder of the term of the Residential Lease and any renewals thereof, without interruption or disturbance from the Head Lessor or any person claiming by, through or under the Head Lessor, subject to the following:

   (a) the Head Lessor shall not be or become liable to remedy any default of the Lessor under the Residential Lease which occurs or arises prior to the termination of the Separate Head Lease and the attornment by the Joint Lessees to the Head Lessor pursuant to Section 2 hereof;

   (b) the Head Lessor shall not be or become liable for any breach of any representation or warranty given by the Lessor in respect of the Subleased Premises;

   (c) the attornment of the Joint Lessees to the Head Lessor shall be in respect of the Residential Lease and, except as set out in Section 8 hereof, the Head Lessor shall not be required to acknowledge nor shall the Head Lessor be bound by any modifications or amendments to the Residential Lease made between the date of execution of this Non-Disturbance Agreement and the date of termination of the Separate Head Lease, and the Joint Lessees shall be bound to the Head Lessor as sublessor under the Residential Lease as if such modifications or amendments to the Residential Lease which have not been approved by the Head Lessor pursuant to Section 8 hereof had not been made; and

   (d) the Head Lessor shall not be required to acknowledge any deposit by way of security or otherwise given by the Joint Lessees to the Lessor in respect of any obligations of the Joint Lessees arising during the period of time after the attornment of the Joint Lessees to the Head Lessor as sublessor under the Residential Lease, except to the extent that such deposit or other security shall have been paid to the Head Lessor and accepted by the Head Lessor as sublessor under the Residential Lease.

4. Save and except as hereinafter provided, from and including the date the Joint Lessees attorn to the Head Lessor as sublessor under the Residential Lease, the Head Lessor will be bound as sublessor under the terms and conditions of the Residential Lease and shall satisfy, fulfill and perform the obligations of the part of the sublessor thereunder; provided that the Head Lessor shall not be or become liable to remedy any default by the Lessor under the Residential Lease which occurs or arises prior to the termination of the Separate Head Lease and the attornment by the Joint Lessees to the Head Lessor.

5. The Joint Lessees represent and warrant that, as at the date of this Non-Disturbance Agreement:

   (a) the Residential Lease has been duly executed and delivered by the Joint Lessees;

   (b) the Residential Lease constitutes the whole of the legal relationship between the Joint Lessees and the Lessor in relation to the subletting of the Subleased Premises;

   (c) the Joint Lessees are not in material default of their covenants or obligations under the Residential Lease and no notice of default has been served on the Joint Lessees in respect of any outstanding claim by the Lessor or the Head Lessor; and

   (d) the Residential Lease has not been modified or amended.

6. The Head Lessor represents and warrants that as of the date of this Non-Disturbance Agreement, the Separate Head Lease is unmodified and, at the date hereof, valid and in full force and effect or if there have been modifications, that the same are valid and in full force and effect as modified.

7. The Joint Lessees acknowledge that the Head Lessor is relying upon the Joint Lessees' representations and warranties set out in Section 5 hereof and will forthwith provide notice to the Head Lessor if any of the representations or warranties are no longer true together with sufficient details giving rise to matters affecting the veracity of the representations and warranties set out in Section 5 hereof.

8. The Head Lessor shall acknowledge (either by a separate written instrument or by an amendment to this Non-Disturbance Agreement or by a new non-disturbance agreement) and upon attornment by the Joint Lessees shall be bound by modifications of or amendments to the Residential Lease made between the date of execution of this Non-Disturbance Agreement and the date of termination of the Separate Head Lease, provided that:

   (a) a fully executed copy of such modifications or amendments has been provided to the Head Lessor;

   (b) the Residential Lease as modified or amended complies with Sections **[16.02(a) to and including 16.02(c)]**[1] of the Separate Head Lease; the Head Lessor

[1] **NTD: To confirm cross reference upon creation of Separate Head Lease.**

acknowledges that the Lease currently complies with **[Sections 16.02(a) to and including 16.02(c)]**[2] of the Separate Head Lease; and

(c) such modifications or amendments are acceptable to the Head Lessor, acting reasonably.

9. The rights under this Non-Disturbance Agreement shall not, in any way, alter, affect or prejudice any of the rights or remedies available to the Head Lessor against the Lessor.

10. The Joint Lessees may not assign this Non-Disturbance Agreement in whole or in part except to an assignee pursuant to an assignment of the Joint Lessees' interest under the Residential Lease which is permitted pursuant to the Residential Lease. The Joint Lessees agree that they will not assign the Residential Lease in whole or in part without requiring such assignee to agree with the Joint Lessees and the Head Lessor to assume and to perform all of the Joint Lessees' covenants, obligations and agreements under this Non-Disturbance Agreement in the same manner and to the same extent as if originally named as a party to this Non-Disturbance Agreement. An assignee to whom the Joint Lessees have assigned this Non-Disturbance Agreement and the Residential Lease and who has agreed to assume and to perform all of the Joint Lessees' covenants, obligations and agreements under this Non-Disturbance Agreement as set out in this Section 10 is a permitted assignee for the purposes of Section 12 hereof. The Joint Lessees shall forthwith provide to the Head Lessor an executed copy of any assignment of the Residential Lease and of any assignment of this Non-Disturbance Agreement. The Joint Lessees shall not otherwise assign this Non-Disturbance Agreement under any circumstances and any such purported assignment of this Non-Disturbance Agreement by the Joint Lessees shall be void.

11. The Head Lessor covenants and agrees with the Joint Lessees that it shall not sell, mortgage or otherwise dispose of the Subleased Premises or the Improvements or any part or parts thereof except to a purchaser or mortgagee which shall, before such sale, mortgage or disposition, enter into an agreement with the Joint Lessees pursuant to which such purchaser assumes, or such mortgagee agrees to assume upon any realization of its mortgage of the Subleased Premises, the obligations of the Head Lessor under this Non-Disturbance Agreement.

12. It is agreed between the parties hereto that every covenant, proviso and agreement herein shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

13. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect its right thereafter to enforce such provision, nor shall the waiver by either party of any breach of any covenant, condition or proviso hereof be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.

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[2] **NTD: To confirm cross reference upon creation of Separate Head Lease.**

14. Time is of the essence of this Non-Disturbance Agreement.

15. Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (in this Section 15, a "Notice") to be given under or in connection with this Non-Disturbance Agreement shall be in writing and shall be given by personal delivery or electronic transmission addressed or sent as set out below or to such other address or electronic mail address as may from time to time be the subject of a Notice:

Head Lessor:	University of Calgary AD100, 2500 University Drive NW Calgary, Alberta T2N 1N4 Attention: [•] Email: [•]
with a copy to:	University of Calgary Legal Services, Administration Building 2500 University Drive NW Calgary, Alberta T2N 1N4 Attention: Jacqueline Lacasse, Associate Vice-President (Labour Relations) Email: [•]
Lessee:	[•] Attention: [•] Email: [•]
Condo Corp Lessee	[•] Attention: [•] Email: [•]

Any Notice shall be deemed to have been validly and effectively given and received on the date it was personally delivered to the current address for Notices pursuant to this Section 15 or on the date it was received at the then current electronic mail address for Notices pursuant to this Section 15, if sent by electronic transmission.

16. This Non-Disturbance Agreement may be executed and delivered in counterpart and all such counterparts taken together shall constitute one and the same instrument. This Non-Disturbance Agreement may be executed and delivered by electronic transmission of a pdf file.

17. If any provision of this Non-Disturbance Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Non-Disturbance Agreement and the remaining provisions will remain in full force and effect.

18. This Non-Disturbance Agreement is governed by, and will be interpreted and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.

[Signature page follows.]

IN WITNESS WHEREOF the Head Lessor, the Lessee and the Condo Corp Lessee have executed this Non-Disturbance Agreement as of the date first written above.

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[•], in its capacity as Lessee

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[•], in its capacity as Condo Corp Lessee

Per: _____
Name:
Title:

Per: _____
Name:
Title:

CONDOMINIUM MANAGEMENT AGREEMENT

THIS AGREEMENT made this day of A.D. 20

BETWEEN:

Condominium Corporation No

a corporation, duly incorporated pursuant

(hereinafter called the "Corporation")

OF THE FIRST PART
AND

EMERALD MANAGEMENT & REALTY LTD., a body corporate with an office at the City of Calgary, in the Province of Alberta

(hereinafter called the “Manager”)

OF THE SECOND PART

WHEREAS the Corporation, pursuant to the Condominium Property Act (Alberta) and the Regulation made there under hereinafter and as may be amended from time to time collectively called the "Act", is responsible for the enforcement of its bylaws, and for the control, management and administration of all its property, and the common property known as " " located at municipal address., Calgary, Alberta consisting of units (referred to hereafter as the "Lands");

AND WHEREAS the Corporation, under its by-laws is authorized to employ such agents as its Board of Directors thinks fit in connection with the control, management, and administration of the Lands, and in the exercise and performance of the powers and duties of the Corporation;

AND WHEREAS the Manager has agreed to render management services to the Corporation for the remuneration and subject to the terms and conditions set further below;

NOW THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the parties agree as follows:

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1. The Corporation hereby employs the Manager exclusively to manage the Lands for a period of one (1) year effective the **1st day of** and thereafter for yearly periods from time to time unless on or before ninety (90) days prior to the expiration of the initial term or any renewal term either party hereto shall notify the other in writing it elects to terminate this Agreement at the end of the said period SUBJECT TO earlier termination as hereinafter provided.

2. The Corporation hereby grants the Manager such authority and power as the Manager may reasonably require in the performance of its obligations under this Agreement, subject to the overall direction and control of the Corporation. The Manager agrees to manage the Lands to the extent, for the period and upon the terms and conditions herein provided. Particularly, the Manager agrees to diligently and honestly perform the following services in the name and on behalf of the Corporation:

(a) The Manager shall collect and receive in trust on behalf of the Corporation all monthly assessments, levies, contributions and any other charges and assessments due to the Corporation from the unit owners for operation and maintenance of the Lands including any special levies and contingency, repair and replacement reserve funds included therein or relating thereto.

While the Manager shall make a good faith effort to collect such amounts the Manager shall not be responsible for collection of delinquent assessments or other charges except that the Manager shall send a notice or notices to defaulting Owners of the arrears or delinquency. If additional steps are required to collect such sums, then the Manager may charge to the delinquent unit owner additional amounts incurred in collecting the arrears. The Corporation agrees that all service charges received for dealing with NSF returned cheques or late charges will accrue to the benefit of the Manager.

(b) In addition to charging interest on unpaid arrears as authorized in the by-laws, the Manager, as agent for the Corporation, may recover from the defaulting Owners the costs incurred in preparing, registering and discharging any Caveat filed by the Manager on behalf of the Corporation pursuant to s.42 of the Act and may similarly recover from the defaulting Owners any other reasonable costs incurred by the Manager or the Corporation in protecting and securing the position and interests of the Corporation. The Corporation hereby authorizes the Manager, as its agent, to charge such interest and costs and represents that the by-laws grant the Corporation the power to collect such interest and costs.

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c) The Corporation and the Manager agree that, pursuant to a Resolution of the Board in writing, which Resolution is in full force and effect as of the date of this Agreement, all funds received by the Manager on behalf of the Corporation shall:

(I) not, at any time be commingled with funds of the Manager;
(ii) be maintained in trust for the sole benefit of the Corporation in a pooled trust account;
(iii) be dealt with by way of a separate accounting record and trust ledger for Corporation funds, such record and ledger to be available for review by the Board of the Corporation within forty-eight (48) hours of a written request of the Board.

(d) The Manager shall maintain records showing all its receipts and expenditures relating to the Lands in accordance with generally accepted accounting principles and shall promptly submit to the Corporation a cash receipts and disbursements statement for the preceding month and a statement indicating the balance or deficit in the Manager's account for the Corporation on or before the twenty-fifth (25th) day of the following month;

(e) Thirty (30) days prior to the expiration of the then current fiscal year of the Corporation the Manager shall prepare and submit to the Corporation a recommended budget for the operation and management of the Condominium for the next fiscal year showing anticipated receipts and expenditures for such year and assist the Corporation in determining the appropriate amount of assessments or contributions to be paid by each Unit Owner for common expenses in the manner provided for as required by the Act and the by-laws of the Corporation and recommend such revisions thereto as may from time to time be appropriate, and arrange distribution of such budgets to the Unit Owners as required by law;

(f) Any audit required by the Corporation shall be prepared at the Corporation's expense by accountants of its selection. The Corporation agrees that the right to audit must be exercised within twenty-four (24) months from the end of each fiscal year otherwise the audit shall not be used to the prejudice of the Manager.

(g) Subject to the provisions of and any restrictions contained in the by-laws and at the direction and at the expense of the Corporation, the Manager shall cause the Lands to be maintained according to reasonable standards of maintenance consistent with the character, age, size and location of the Condominium including:

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(I) Arranging for and supervising the cleaning, painting and such other regular maintenance and repair work including renewal where reasonably necessary of the maintenance equipment and that part of the building in the Condominium constituting common property, or which the Corporation is obliged to maintain, including, without restricting the generality of the foregoing, the recreational facilities and amenities and all of the parking areas, as may be necessary or as directed by the Corporation; and

(ii) Maintenance of the lawns, flower beds, shrubs and trees, i.e. mowing, cutting, trimming, pruning, cultivating, fertilizing, watering and aerating as may be reasonably required; and

(iii) Spring and fall cleanups; and

(iv) Clearing of snow, slush and debris from and maintaining the common driveways, common parking areas and common walkways so as to keep the said areas neat and clean in appearance;

(h) On the basis of the budget previously approved by the Corporation, the Manager shall negotiate agreements with, supervise and discharge all necessary personnel required to properly and physically maintain and operate the Lands. All such "on-site" personnel shall be employees of the Corporation and not of the Manager. Notwithstanding this, such personnel shall be supervised by the Manager. All salaries, taxes and other expenses payable on account of such employees shall constitute common expenses of the Condominium and not expenses of the Manager.

(I) The Manager shall execute and file all returns and other instruments and do and perform all acts required of the Corporation as an employer of the said on site personnel in respect of Employment Insurance contributions and deductions, Canada Pension Plan contributions and payments, the Canada Income Tax Act and any other employee and employer contributions or payments required under any social, labour or tax legislation in force from time to time and in connection therewith the Corporation agrees, upon request, to execute and deliver promptly to the Manager all necessary powers of attorney, notices of appointment and like approvals and directions. The Corporation hereby agrees to indemnify and save harmless the Manager from any costs, expenses or damages of any kind which the Manager may suffer or incur as a result of managing an onsite personnel on behalf of the Corporation.

(j) The Manager shall use reasonable efforts to ensure that no claim or lien shall be filed in respect of any work which may be carried out on behalf of the Corporation against title to the Lands or any unit of the Condominium and if a claim or lien shall be filed in respect of such work, it shall forthwith take all responsible steps to have the same removed and discharged:

(k) Subject to the direction of the Corporation, the Manager shall negotiate and execute on behalf of the Corporation contracts for water, electricity, gas and such other services for that portion of the Lands constituting common property (but not any Unit metered services) as may be necessary or desirable. The Manager shall also purchase on behalf of the Corporation such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the Lands. All such purchases and contracts shall be in the name of and at the expense of the Corporation. The Manager shall not collect or charge any undisclosed fee, rebate or discount and if any should be received by the Manager, the same will be credited to the account of the Corporation and the Manager shall credit the Corporation with any discounts, commissions or rebates obtainable as a result of purchases made on behalf of the Corporation or in pursuance of this Agreement. The Manager is authorized to use its personnel to provide service and maintenance to the Corporation charged in accordance with competitive rates.

(l) The Manager shall pay from the funds it receives from the Unit Owners and the Corporation pursuant to sub-clause (a) hereof, but only to the extent thereof and in accordance with s.43 of the Act, all taxes payable by the Corporation, all applicable building inspection fees, premiums on insurance policies and fidelity bonds of the Corporation, water rates and other municipal or governmental charges, and all other charges or obligations incurred by the Corporation with respect to maintenance or operation of the Lands incurred by the Manager on behalf of the Corporation pursuant to the terms of this Agreement or pursuant to other authority granted by the Corporation. In the event that insufficient funds are available to pay for these outgoings, the Corporation agrees that the liability for any consequence of any manner which result from such insufficiency shall be entirely that of the Corporation so long as the Manager has used reasonable efforts in collecting funds from Unit Owners.

(m) Obtain insurance appraisals as and when requested by the Corporation, recommend and maintain appropriate records and obtain suitable coverage, and investigate, report and submit claims on behalf of the Corporation against its insurance policies as and when requested by the Corporation. The Manager agrees, to the best of its ability, to advise the Corporation of the nature and extent of insurance coverage required to be carried by the Corporation pursuant to the Act or the bylaws provided that the Corporation will indemnify and hold harmless the Manager in the event of any claim, suit or charge by any person or from any loss, costs or damages arising out of any claim, suit or charge by any person

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whomsoever relating to inadequate insurance coverage. In the event the Manager has included the Corporation's insurance policy under the Manager's master policy package and the Agreement is terminated, the Corporation is responsible for renewal and coverage requirements

(n) The Manager shall keep the Corporation advised of the telephone number or numbers at which an agent or representative of the Manager may be reached at any time during normal business hours in respect of any breach or violation of the by-laws or of any rules and regulations for the time being in force of the Corporation. The Manager shall also keep the Corporation advised of the telephone number at which his representative can be reached at other than normal business hours in the event of an emergency. The Manager shall report to the Corporation any major emergency or any persistent, flagrant or serious violation of the by-laws or any rules and regulations in force. It is understood and agreed by the parties hereto that the Manager shall, in its discretion, determine whether or not an emergency exists. The Manager shall use its best efforts to deal promptly with such infractions and deal immediately with any emergency arising in connection with the maintenance and operation of the Lands which is determined as such by the Manager of the Corporation;

(o) The Manager shall, based on the information and documents made available to it, use reasonable efforts to keep an up-to-date record of the names and addresses of all Unit Owners and any tenant thereof of which it has knowledge. If the Corporation receives notices or notifications from registered mortgagees or other persons claiming an interest in a Unit, the Corporation shall forthwith communicate that information to the Manager;

(p) The Manager, on behalf of the Corporation, shall, on the application of a Unit Owner or any person authorized in writing by him provide estoppel certificates as anticipated by s.39(6) of the Act or such other information as is required by the Act. Similarly, upon the written request of an owner, purchaser or mortgagee of a unit, the Manager on behalf of the Corporation shall within ten (10) days of receiving that request provide to the person making that request all or any of the statements, particulars or copies referred to in s.44 and s.48 (except for providing a full copy of the insurance policy the period is thirty (30) days) of the Act and, within ten (10) days of receipt of written notice make available for inspection by any registered Mortgagee the information and records referred to in s.45 of the Act. The Manager shall in pursuant to s.74 of the Act, be entitled to collect from and charge the requesting party, for its own account, a reasonable fee to compensate it for the expenses it incurs in producing and providing the certificates and other material referred to herein on behalf of the Corporation;

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(q) The Corporation shall advise the Manager of any leases or other dispositions of the common property or any part thereof made by it and the Manager shall maintain records of such dispositions;

r) The Manager agrees to register at the Land Titles Office any change in the address for service of the Corporation or any change in the Board of Directors of the Corporation within thirty (30) days after an Annual General Meeting, the forms required by the Act passed pursuant thereto and to comply with any reasonable request for the names and addresses of the persons who are members of the Board of Directors;

(s) The Manager shall assist, advise and co-operate with the Corporation in providing any documents requested by governmental authorities having jurisdiction in that regard;

(t) On the express direction of the Corporation and at the sole cost and expense of the Corporation, the Manager agrees, in the name of and on behalf of the Corporation, to:

(I) Commence and prosecute proceedings to recover monetary and any non-monetary sanctions pursuant to s.36 of the Act or bylaws with respect to contravention of the Act or the by-Laws;

(ii) Impose and collect deposits under s.53 of The Act;

(iii) Give notices to give up possession of Units under s.54 of The Act;

(iv) Make applications to the Court under s.55 and s.56 of the Act;

and further to account to the Corporation for any deposits received by it hereunder and to do all such things as may be reasonably required to complete the eviction of any tenant pursuant to the procedures referred to herein;

(u) The Corporation agrees that the Manager shall not be responsible for failure to perform or have performed any of the above services caused by strikes, unavoidable casualties or any other causes beyond the reasonable control of the Manager, except lack of finances of the Manager.

(v) The Corporation and the Manager shall periodically consult with each other with a view to revising the bylaws and any rules and regulations to further the harmonious and satisfactory operation of the Lands for the common benefit of all Unit Owners. At the request and cost of the Corporation, the Manager agrees to forward to the Unit Owners copies of any reviewed bylaws, rules or regulation.

3. The Corporation agrees to pay the Manager as compensation to it for the services to be rendered by the Manager in accordance with this Agreement the sum of Dollars per month not including GST during the term of this Agreement, subject to any variation of such compensation set out in a budget submitted by the Manager and approved by the Board of Directors.

4. In discharging its responsibilities under paragraph 2 thereof, the Manager shall not make any single expenditure nor incur any non-recurring contractual obligation exceeding Two Thousand and Five Hundred ($2,500.00) Dollars without the prior consent of the Corporation UNLESS such expenditure or obligation is provided for in the current budget approved by the Corporation. The Manager may, on behalf of the Corporation, without prior consent, expend any amount, or incur a contractual obligation in any amount, required to deal with emergency conditions which may involve a danger to life or property or may threaten the safety of the Lands or the Unit Owners and occupants thereof or may threaten the suspension of any necessary service to the Lands provided that no such consent shall be required to repay any loan made by the Manager pursuant to the terms of Clause 5(b) hereof.

5. Notwithstanding any other provision of this Agreement, the Manager shall not be responsible for:

(a) The completion of original developer or builder construction or the remedying thereof, or the maintenance of, or repairs to individual dwelling units or buildings of the Corporation or portions of the units or adjacent lands that do not form part of the common property (such maintenance and repairs shall be the responsibility of the individual Unit Owners of the Corporation, as the case may be);

(b) Acting as liaison, agent or representative between the individual Unit Owners and the developer or builder, the Corporation or any mortgagee of the Lands, unless the Corporation otherwise specifically authorizes the Manager to do so in writing;

c) The attendance of Board of Directors Meeting per year, which meeting shall occur during the business days of Monday through Thursday.

(d) Subject to subparagraph 5(vi) below, the Corporation further agrees:

(I) to indemnify, defend, and save harmless the Manager as its Agent from and against all claims, demands, actions, causes of action and suits in connection with the Lands and from all liability for damage to property and for injuries to or death of any Unit Owner, or any officer, agent or employee of the

Corporation or other person whomsoever (except in those cases where the Manager shall be finally adjudged to have been negligent or in breach of this Agreement or any trust hereunder);

(ii) to pay all expenses reasonably incurred by the Manager, including without limitation legal fees and disbursements on a full indemnity basis, to defend the Manager or the Corporation in any proceeding or suit involving an alleged violation by the Manager and the Corporation or either of them of any provision in any statute, regulation or bylaw (excepting only instances where the Manager or anyone for whom the Manager is responsible is willfully negligent), but nothing herein shall require the Manager to employ counsel to represent the Corporation in any such proceeding or suit;

(iii)In connection with the Occupiers' Liability Act, RSA 2000, c. 0-4, the Corporation specifically acknowledges and agrees that the Manager is not in physical possession of any of the Lands, nor (except as the Agent authorized and directed by the Board of Directors from time to time, expressly or by implication) does the Manager have any responsibility for, or control over, the condition of the Lands, the activities conducted on those Lands or the persons allowed to enter those Lands;

(iv) To provide the Manager with all documents and records available to the Corporation which may be required by the Manager to properly manage and operate the Lands and to perform its duties hereunder including but not so as to limit the generality of the foregoing a summary or list, as amended from time to time, indicating the ownership, occupant and mortgagee of each unit of the Condominium;

(v) To provide the Manager with a copy of the by-laws of the Corporation and to notify the Manager from time to time of any amendments or additions thereto.

(vi) Nothing in this Paragraph is intended to release the Manager from any liability to the Corporation in respect of a breach or default of any Manager's covenants and duties owed to the Corporation under this Agreement or otherwise as Agent.

6. To the extent that the Agreement is a developer's management agreement, the provisions of Section 17 of the Act apply. The Corporation may, notwithstanding anything contained in this Agreement, or a collateral management agreement, terminate this agreement at any time after its Board of Directors is comprised of persons who were elected to the board after the majority of the units were owned by persons other than a developer. Notwithstanding the foregoing, this Agreement:

(a) may not be terminated under s.17(2) of the Act without cause until one year has elapsed from the day that the Agreement was entered into, except when the agreement permits termination at an earlier date; and

(b) may only be terminated under s.17(2) on the Corporation giving sixty (60) days written notice pursuant to s.17(3)(b) of the Act to the Manager of its intention to terminate the Agreement; and,

c) the Corporation is not liable to the Manager by reason only of the Agreement being terminated under Section 17(2) or (3) of the Act.

7. If this is a Developer's Management Agreement, the Manager shall not be obliged to ensure that the developer complies with the obligations of the Act or any other law in force in the Province of Alberta. In particular, and without limitation, the Manager shall not be responsible for:

(a) The developer's failure to complete any unit located on the Lands or the developer's failure to complete the common property located on the Lands;

(b) The developer's failure to build and construct the Condominium in accordance with all required laws including development permits and building permits; and

c) The developer's failure to deliver to the Corporation all documents and materials required by the Act in the manner prescribed by the Act.

If the Corporation desires to have the Manager communicate with and otherwise deal with the developer, then the Corporation shall enter into a separate written agreement with the Manager which shall itemize the responsibilities and obligations of the Manager and the consideration to be paid by the Corporation for the Manager communicating and otherwise dealing with the developer.

8.

(a) The Manager agrees that all monies collected by it on behalf of the Corporation shall be deposited and kept in a trust account in a Canadian chartered bank, trust company or Alberta Treasury Branch selected by the Manager. Interest earned on the trust account will be distributed to the Corporation less an administrative fee and any costs and/or administrative expenses relating to the operation of the bank account. The Manager shall not be held responsible for or held accountable for the payment to the Corporation of any interest on such monies unless funds surplus to the current requirements of the Corporation are deposited in term deposits with such bank, trust company or Alberta Treasury

Branch. Unless the Corporation otherwise directs the Manager shall use its discretion in obtaining such term deposits. The Manager and the Corporation acknowledge that they are aware of and will abide by the investment limitations of sections s.43(1) and (2) of Act;

(b) Subject to the Act and in particular s.43 thereof, all expenses of operation and management may be paid from the funds the Manager receives from The Corporation pursuant to Clause 2(a) and deposited in accordance with subclause (a) hereof and the Manager is authorized to pay any amount owed to the Manager by the Corporation from such account at any time without prior notice to the Corporation. The Manager shall have no obligation to loan funds to the Corporation for any purpose whatsoever. At the request of the Corporation or should circumstances so dictate, the Manager may, at its sole option, loan funds to the Corporation. The Corporation shall pay interest on such loans at the rate of five (5%) percent over the Royal Bank of Canada commercial prime rate in Calgary. The Corporation hereby charges the Land in favour of the Manager for any such funds so expended, loaned and/or advanced.

c) The Manager represents that all of its employees who are responsible for the safekeeping of monies of the Corporation are covered by a fidelity bond borne at the sole cost of the Manager;

(d) Upon receipt of appropriate written instructions, the Manager shall obtain recommendations from the Corporation's existing insurers regarding the placing or updating of new or existing fidelity bond coverage issued in the name of the Corporation, for its exclusive benefit and at its sole cost. In this regard, the Manager agrees to provide all necessary information and to cooperate in all reasonable limitations imposed on the Manager or the Corporation by the terms of such bond, and to provide a confirming certificate of same to the Corporation. The face amount of such fidelity bond shall not be less than twenty-five thousand ($25,000.00) dollars but otherwise shall be more or less equal to the total of the following:

(I) one month's total condominium assessments of the Corporation;
(ii) a sum representing the average monthly amount of cash the Manager tends to hold on behalf of the Corporation;
(iii) All replacement reserve funds in the hands or under the control of the Manager.

9. The Corporation shall obtain and keep in force for the duration of this Agreement insurance in accordance with the requirements of the Act and name as insured both the Manager and the Corporation.

The Corporation shall provide such insurance and furnish such insurance certificates or memoranda within thirty (30) days from the date of this Agreement.

10. In addition to the monthly compensation payable to the Manager herein, the Corporation agrees to pay to the Manager the sum of seventy-five ($75.00) Dollars per each hour spent by the Manager in performing any extra or additional services referred to in Paragraph 2 herein, site inspections/ meetings and other extra or additional services not specifically provided for in the Agreement, including but not so as to limit the generality of the foregoing;

(a) The time of the Manager (and costs and disbursements) incurred in any proceedings or law suit involving the Corporation including the commencement and prosecution of proceeding under The Provincial Court Act pursuant to the Act and Paragraph 2 herein;

(b) The time of the Manager (and costs and disbursements) incurred in any insurance negotiations or dealing with insurance claims or insurance adjusters;

c) The time of the Manager incurred in supervising or managing any new or replacement construction to the Lands with a value in excess of Five Thousand ($5,000.00) Dollars;

(d) If the Manager agrees to assist the Corporation, the time of the Manager (and costs and disbursements) incurred in performing clerical services such as the preparation and circulation of notices and newsletters and general correspondence of the Corporation and in producing and providing documents required to be given by the Corporation pursuant to the Act;

(e) The time of the Manager incurred in investing surplus funds of the Corporation unless such funds are deposited in an interest bearing savings account or a special term deposit at the Bank of the Manager;

(f) The time of the Manager (and costs and disbursements) incurred by imposing and collecting deposits under s.53 of the Act, giving notices to give up possession of Units under s.54 of the Act and making applications to the Court under Section 55 and 56 of the Act and under Paragraph 2 herein.

(g) The Corporation agrees to reimburse and pay the Manager for all photocopying, postage and/or courier fees incurred for the purpose of sending notices, letters and accounting statements to the owners.

11. The Manager or an officer or employee thereof shall, at the request of The Corporation, attend meeting of the Board of Directors per year of the Corporation in accordance with Paragraph 5(c) hereof assist in convening and

attend one (1) Annual General Meeting and if the Corporation requires additional or extended attendances, the Manager shall be entitled to be paid its current charge out rates for such attendance which at the date of this agreement are as follows:

(a) Sixty-Five ($65.00) Dollars per hour, or any part thereof for any such further attendances between the hours of 8:30 a.m. and 4:30 p.m. weekdays;
(b) Seventy-five ($75.00) Dollars per hour, or any part thereof for any such further attendances between the hours of 4:30 p.m. and 8:00 p.m., weekdays;

c) Ninety-five ($95.00) Dollars per hour, or any part thereof for any such further attendances between 8:30 p.m. and 10:00 p.m., weekdays;
(d) One Hundred and Fifty ($150.00) Dollars per hour, or any part thereof for any such further attendances to attend meetings held on a Friday, Saturday or Sunday, this is to include Civic Holidays, or between the hours of 10:00 p.m. and 8:30 a.m., weekdays.

12. The Corporation agrees that the Manager shall not be required to record minutes of the meetings of the Board of Directors or the Corporation. The Manager is not required to be the custodian of the official records and documents, but shall keep copies of the official records. Such records and documents shall be retained by an officer of the Corporation and keep all official records in a safe place. Copies of the records retained by the Manager shall be the property of the Manager.

13. The Corporation shall from time to time designate a single individual who shall be authorized to deal with the Manager on any matter relating to the management of the Lands. In the absence of any other designation by the Corporation, the Chairman or President of the Board of Directors thereof shall be deemed to be the person designated.

14. The Manager acknowledges that it has reviewed and is aware of the provisions of the bylaws of the Corporation and the Act, however the Manager is not responsible for compliance by the Corporation or by any of the Unit Owners in respect of any ordinances, laws, rules or regulations and whether municipal, provincial, federal or made by any public authority or official thereof having jurisdiction over it, except to notify the Corporation, or forward to the Corporation, any order, complaints, warnings, notices, summonses or like documents received by it relating to such matters. The Corporation represents that, to the best of its knowledge, the Condominium complies with all such requirements and agrees to indemnify and hold harmless the Manager, its agents, servants and employees, of and from all loss, cost, damage, expense or liability whatsoever which may be imposed on them or any of them by reason of any present or future violations or alleged violation of such laws, ordinances, rules or regulations,

except where unlawfully or negligently omitted or violated by the Manager or any of its agents, servants or employees.

15. At all times the Manager shall act in the best interests of the Corporation and all information on the development, management or disposal of the Lands, or of any units or part thereof, and of the Corporation, whether financial or otherwise, shall be treated and held confidentially.

16. The Manager agrees that any work or services required to be done for the Corporation, the cost of which exceeds the sum of Two Thousand Five Hundred ($2,500.00) Dollars will not be performed unless and until the Manager has obtained at least two (2) bona fide written tenders from parties and the Manager has obtained the approval of the Board except in the case of an emergency.

17. The Manager agrees to use its best efforts to abide by the Act, as amended from time to time, or any legislation passed in substitution therefore, or replacement thereof and by-laws of the Corporation as amended from time to time and each party hereto acknowledges and agrees that this Agreement is subject to the provisions of the Act and the by-laws and any provision in this Agreement, the Act or the bylaws shall prevail. The Manager agrees that it will perform its duties and obligations in a manner consistent with the bylaws of the Corporation.

18. Words and expressions which have a special meaning assigned to them in the Act or the by-laws of the Corporation have the same meaning in this Agreement unless a contrary intent is expressed in the Agreement.

19. This Agreement shall terminate at the end of the period specified in Paragraph 1 upon any of the following events:

(a) the insolvency or bankruptcy of the Manager or upon the Manager taking steps to wind up its business voluntarily;

(b) on the termination of the condominium status of any building within the Condominium Plan as it presently exists or as it may be amended;

c) upon fundamental breach of this Agreement by either party, and the other party gives notice of termination;

(d) in the event of any third party complaint, defect, failure or omission on the part of the Manager, save and except those set forth in this Agreement, or any breach or default by the Manager in respect of this Agreement, the Corporation may give the Manager sixty (60) days written notice to cure such complaint, defect, failure, omission, breach or default and provided that such complaint, defect, failure, omission, breach or default is within the control of the Manager and all

reasonable attempts have been made to cure the same, should the same not be cured or dealt with to the reasonable satisfaction of the Corporation within such time, then upon further written notice given by the Corporation to the Manger, this Agreement shall terminate on the last day of the month during which such further notice was given.

(e) an agreement continuing this Agreement is entered into between the Manager and the Corporation.

Any notice of termination given under this Paragraph shall take effect on the last day of the month in which notice was given or stated to take effect.

20. Upon termination of this Agreement the Manager shall, within a reasonable time thereafter, not to exceed ninety (90) days:

(a) Render a final accounting to the Corporation and pay over any balance in the Manager's trust account remaining to the credit of the Corporation, less any amounts necessary to satisfy any obligations of the Corporation and any commitments made by the Manager to others prior to the date of termination;

(b) Surrender all post dated cheques from Unit Owners together with their accounts receivable balances, and addresses and all keys to the Lands;

c) Allow the Corporation at its expense to copy any or all of the books, records and documents prepared or owned by the Manager which relate to the Lands and thereafter, the Manager shall be entitled to destroy all of such records that the Manager is not required by law to preserve. All books, records and documents prepared or kept by the Manager relating to the Lands shall at all times remain the property of the Manager; and

(d) The Corporation shall assume the obligations of any and all contracts which the Manager has made for the purpose of arranging the services to be provided pursuant to this Agreement.

21. This Agreement may not be assigned without the prior written consent of the Corporation, such consent not to be unreasonably withheld.

DRAFT

22. The Corporation acknowledges that Emerald Management & Realty Ltd. collects, uses and discloses personal information only for the purposes related to the management of the Lands, and only with consent, or as permitted by law. Personal information will only be provided to, or be accessible by: our employees who need the information in the performance of their duties; parties representing the Corporation, such as financial institutions; service providers, in the performance of their duties for us; any person or organization to whom consent is given to; and anyone who is otherwise authorized by law. Consent may be withdrawn for us to collect, use and disclose personal information, as long as there are no legal or contractual reasons preventing to be done so. The withdrawal of consent may impact our ability to continue to provide service to the Lands.

23.

(a) Any notice of demand required or permitted herein, shall be in writing and shall be effected by delivery or be sending the same in a postage prepaid envelope by registered mail, addressed to the Manager as follows:

EMERALD MANAGEMENT & REALTY LTD.
1036 - 10th Avenue SW
Calgary, AB T2R 1M4

and addressed to the Corporation c/o the President or Chairman at his address shown on the records of the Manager. Any such notice shall be deemed to have been received on the date of delivery or on the third (3rd) business day following the mailing as aforesaid;

(b) Either of the parties hereto may change its address for notice by sending written notice to the other party.

DRAFT

24. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed under their respective corporate seals as of the day and year first written above.

Condominium Corporation No.

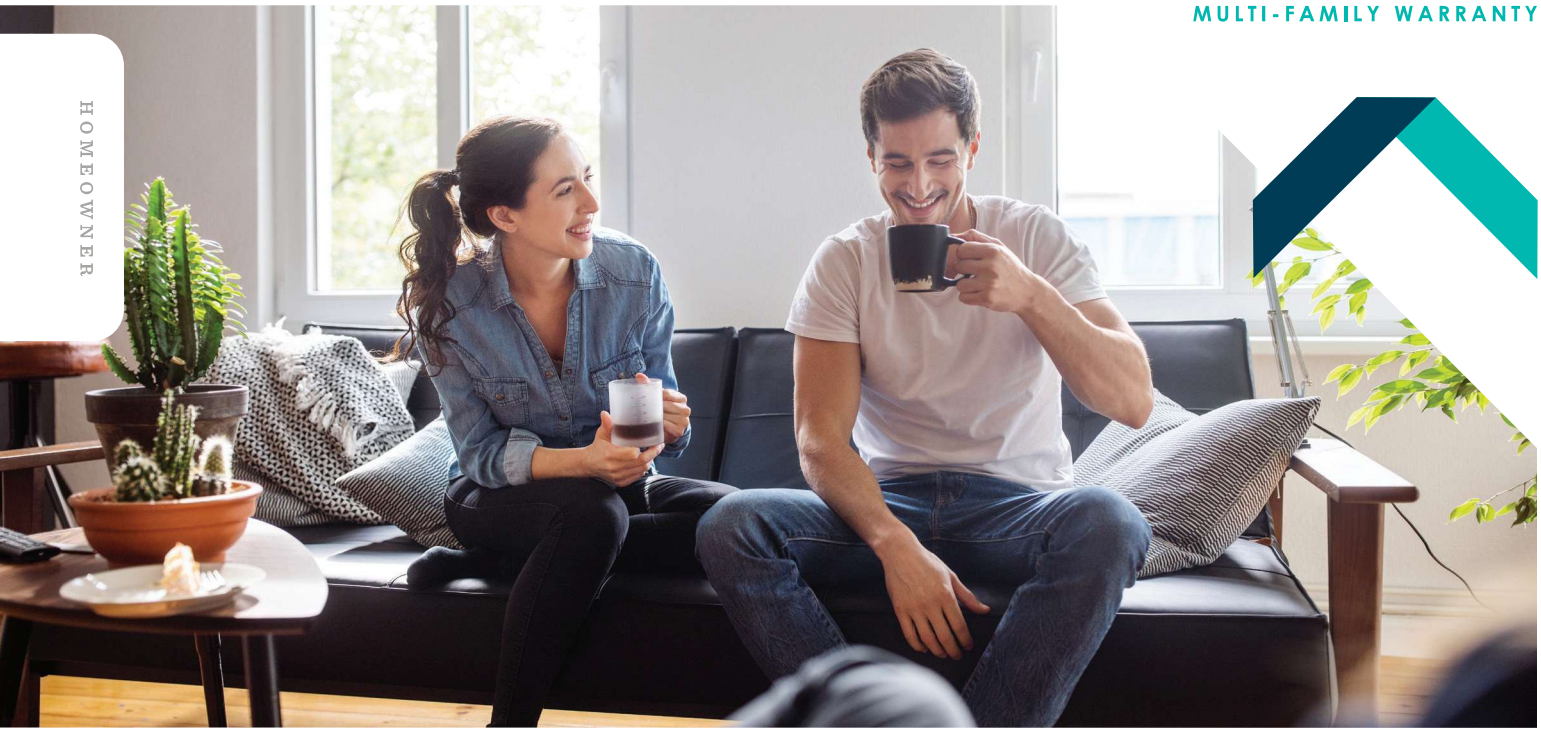
PER: _____
PRESIDENT

PER: _____
SECRETARY

EMERALD MANAGEMENT & REALTY LTD.

PER: _____

DRAFT



Multi-Family Warranty Insurance Coverage in Alberta

The Alberta New Home Warranty Program Group is Alberta's leading provider of new home warranty, helping homeowners feel safe, happy and secure when it comes to building, buying and owning a new home.

We're partnered with the very best homebuilding companies across the province, and are here to help you keep your home running smoothly. Your builder has partnered with us to provide third-party new home warranty insurance coverage through our insurance underwriter, The New Home Warranty Insurance (Canada) Corporation.

What is new home warranty insurance?

New home warranty is an insurance protection product that protects your home from material, labour and structural defects that might arise after the commencement of warranty. The warranty stays with the home, whether you are the original owner or subsequent buyer.

Is home warranty insurance mandatory?

Yes — Alberta's *New Home Buyer Protection Act* stipulates that all new homes must include warranty insurance coverage of one year for materials and labour, two years for delivery and distribution systems, five years for building envelope and 10 years for major structural defects.

ALBERTA NEW HOME WARRANTY PROGRAM GROUP OF COMPANIES

1.800.352.8240 | anhwp.com

2021.05

Insurance provided by The New Home Warranty Insurance (Canada) Corporation.
This document is provided for information purposes only and is not intended as legal, technical or professional advice.

Warranty Coverage Benefits for Homeowners

- ✓ Confidence knowing your homebuilder is one of Alberta's best.
- ✓ Comfort knowing your new home purchase is protected by a professional, reputable and enduring new home warranty provider.
- ✓ Free online resources to help you care and maintain your home, manage surface water, and more!
- ✓ Secure Homeowner Portal to access your policies, information and resources, and to file a claim.
- ✓ A live person available to assist you by phone or email to answer your questions.
- ✓ Alternative resolution options such as mediation, a practical hands-on approach to resolving issues.
- ✓ Assurance that your homebuilder has undergone mandatory, industry-specific education through the Professional Home Builder's Institute to ensure competency, performance, training and service.

Warranty Insurance Coverage Details

Coverage Prior to Possession

OPTIONAL *Condominium Deposit Protection Insurance:* Purchaser deposits are insured for the amount of all deposit monies received by the homebuilder, and is project specific to a maximum of $50,000 per unit, to a maximum of $1,500,000 per building*. This means that in the event of default by a homebuilder, the purchaser's investment is covered from payment of initial deposit under the purchase agreement and expires upon unit commencement of warranty.

**Please confirm amount with your homebuilder.*

Unit Coverage

1 YEAR *Materials and Labour:* Coverage for defects in materials and labour which include items such as flooring, paint and trim within the unit.

2 YEAR *Delivery and Distribution Systems:* Coverage for defects in materials and labour related to delivery and distribution systems including heating, electrical and plumbing systems within the unit.

Common Property Coverage

1 YEAR *Materials and Labour:* Coverage for defects in materials and labour in the common property.

2 YEAR *Delivery and Distribution Systems:* Coverage for defects in materials and labour related to delivery and distribution systems including heating, electrical and plumbing systems.

5 YEAR *Building Envelope:* Coverage for defects in the building envelope.

OPTIONAL *Additional Building Envelope:* Coverage for defects in the building envelope for an additional two years.

Only the homebuilder may opt for this coverage, at the time of project application.

10 YEAR *Structural:* Coverage for structural defects such as frame and foundation.

For additional details regarding warranty coverage and/or coverage limits, please refer to the home's Home Warranty Insurance Policy, or contact us.

ALBERTA NEW HOME WARRANTY PROGRAM GROUP OF COMPANIES

1.800.352.8240 | anhwp.com

2021.05

Insurance provided by The New Home Warranty Insurance (Canada) Corporation.
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Multi-Unit Pre-Possession Insurance Endorsement for Excess Deposit Coverage

COVERAGE COMMENCEMENT DATE	
POLICY NUMBER	
INSURED	
MUNICIPAL ADDRESS OF NEW UNIT	
LEGAL DESCRIPTION OF NEW UNIT	
RESIDENTIAL BUILDER	
OPERATING AS	
RESIDENTIAL BUILDER CONTACT INFORMATION	
PREMIUM	

SAMPLE

Please read this Endorsement carefully as it modifies the Multi-Unit Pre-Possession Insurance Policy.

The Multi-Unit Pre-Possession Insurance Policy provides Deposit Protection Insurance for Multi-Units that are attached to one or more other self-contained dwelling units in a Multi-Unit Building with no registered condominium plan.

The coverage outlined in this Endorsement is an optional coverage that the Residential Builder may choose to enroll in. The Maximum Coverage Limit for Deposit Protection Insurance in the Multi-Unit Pre-Possession Insurance Policy is amended to increase the Maximum Coverage Limit from $50,000 to $_____ for Multi-Units that are attached to one or more other self-contained dwelling units in a Multi-Unit Building with no registered condominium plan.

All other sections in the Multi-Unit Pre-Possession Insurance Policy remain in effect and are not amended by this Endorsement. Should the Residential Builder choose to obtain the coverage outlined herein, they shall be subject to the terms and conditions set out in the Multi-Unit Pre-Possession Insurance Policy.

A. DEFINITIONS

Unless otherwise defined in this Endorsement, capitalized terms shall have the same meaning ascribed hereto in the Multi-Unit Pre-Possession Insurance Policy:

(a) "Deposit Protection Insurance" means insurance against the loss of all deposit monies paid pursuant to the Agreement, by the Insured to the Residential Builder, to a maximum of $_____, as negotiated in advance between the Warranty Provider, Residential Builder and Insured.

(b) "Maximum Coverage Limit" means the amount of all deposit monies received by the Residential Builder to a maximum of $_____.

SAMPLE

Condominium Deposit Protection Insurance Policy

COVERAGE COMMENCEMENT DATE	
POLICY NUMBER	
INSURED	
MUNICIPAL ADDRESS OF NEW UNIT	
LEGAL DESCRIPTION OF NEW UNIT	
RESIDENTIAL BUILDER	
OPERATING AS	
RESIDENTIAL BUILDER CONTACT INFORMATION	
PREMIUM	

SAMPLE

This Policy is to be read and interpreted as a whole and represents the entire contract between The New Home Warranty Insurance (Canada) Corporation and the Insured.

This Policy is in accordance with the *Condominium Property Act*, RSA 2000, c. C-22, as amended, and its Regulations, and shall be considered as a Certificate under section 69 of the Regulations of the Act.

This Policy contains a clause which may limit the amount payable.

This Policy provides Deposit Protection Insurance for a condominium containing units that are attached to one or more other self-contained dwelling units in a registered Condominium Plan.

Coverage Period: Coverage commences upon payment of initial deposit under the Agreement and expires upon the start of the Protection Period.

Maximum Coverage Limit: The limit of liability of the Warranty Provider under the Condominium Deposit Protection Insurance Policy is the lesser of: Fifty Thousand ($50,000.00) Dollars OR One Million Five Hundred Thousand ($1,500,00.00) Dollars, divided by the number of New Units within the Condominium Plan that have been

enrolled by NHWICC, unless a greater amount has been negotiated in advance between the Warranty Provider, Residential Builder and Insured, and a separate Endorsement will be applied as Excess Deposit Coverage.

TERMS & CONDITIONS

A. DEFINITIONS

In this Policy, the following terms have the following meanings:

(a) "Act" means the *Condominium Property Act*, RSA 2000, c. C-22, as amended, and its Regulations;

(b) "Agreement" means a Fixed Price Purchase Contract between the Residential Builder and the Insured with respect to the construction of the New Unit that is an arm's length transaction;

(c) "Claim" means a request for coverage by the Insured under this Policy arising out of a Residential Builder Default;

(d) "Condominium Plan" means a building or land designated as a unit or part of a unit or divided into 2 or more units by the registration of a condominium plan under the Act;

(e) "Default" means the Residential Builder fails to fulfill its obligations under the Agreement as a result of financial circumstances including, but not limited to, insolvency, having made an assignment in bankruptcy, or an order being made by a court of competent jurisdiction declaring the Residential Builder to be bankrupt;

(f) "Deposit Protection Insurance" means insurance against the loss of all deposit monies paid pursuant to the Agreement, by the Insured to the Residential Builder, and the limit of liability of the Warranty Provider is the lesser of: Fifty Thousand ($50,000.00) Dollars OR One Million Five Hundred Thousand ($1,500,00.00) Dollars divided by the number of New Units within the Condominium Plan that have been enrolled by NHWICC, unless a greater amount has been negotiated in advance between the Warranty Provider, Residential Builder and Insured, and a separate Endorsement will be applied as Excess Deposit Coverage;

(g) "Designated Trust Account" means a trust account maintained by the Prescribed Trustee in a financial institution in Alberta;

(h) "Fixed Price Purchase Contract" means an arm's length Agreement between the Residential Builder and the Insured for the construction of a self-contained dwelling unit for a pre-negotiated fixed price not

SAMPLE

subject to any adjustment except as set out in such Agreement and agreed to as to any additional amount prior to Default;

(i) "New Unit" means a residential space that is situated within a building and described as a unit in a condominium plan by reference to floors, walls and ceilings within the building;

(i) "Prescribed Trustee" means a lawyer in good standing with the Law Society of Alberta and is approved to operate a Designated Trust Account, as prescribed in the Act;

(j) "Program Provider" means NHWICC is authorized to operate a Purchaser's Protection Program, as approved by the Minister under section 14(10) of the Act;

(k) "Protection Period" means in the case of a New Unit, other than the common property or common facilities in a building, beginning on the earlier of:

(A) the date the New Unit is first occupied; and

(B) the date an accredited agency, accredited municipality or accredited regional services commission grants permission to occupy the New Unit;

(l) "Purchaser's Protection Program" means a plan, agreement, scheme or arrangement that meets the requirements of section 67 of the Act;

(m) "Residential Builder" means a person who engages in, arranges for or manages all or substantially all of the construction or reconstruction of a New Home, or agrees to do any of those things, and includes a general contractor, but does not include an Owner Builder;

(n) "The New Home Warranty Insurance (Canada) Corporation" means NHWICC;

(o) "Warranty Provider" means The New Home Warranty Insurance (Canada) Corporation.

B. DEPOSIT PROTECTION INSURANCE

Any amounts paid under this Policy shall be the lesser of the deposits received by the Residential Builder from the Insured and the Maximum Coverage Limit.

In the event of Default, the Warranty Provider agrees to indemnify the Insured, subject to the terms, conditions and exclusions of this Policy, and the Insured may submit a Claim only for those deposit payments actually paid by the Insured to the Residential Builder, pursuant to the Agreement, and deposited into a Designated Trust Account with the Prescribed Trustee.

SAMPLE

Upon receipt of a Claim, the Warranty Provider shall, as soon as reasonable, make attempt to contact the Insured to arrange for an investigation and/or evaluation of the Claim.

If following evaluation of the Claim, the Warranty Provider determines there is no coverage, the Warranty Provider shall notify the Insured in writing, setting out the reasons for the decision.

Upon receiving the documentation required under section D, and subject to section F, and subject to sections E., F. and G., the Warranty Provider will review and assess the Claim and determine the amount payable, if any, to the Insured. The Warranty Provider will make all reasonable efforts to avoid delays in responding to a Claim and investigation of the Claim, having regard to some circumstances, including a Residential Builder bankruptcy, can cause delay. If the Warranty Provider determines that payment will be made pursuant to a Claim, the Warranty Provider shall advise the Insured of its determination of the Claim in writing and provide payment to the Insured in the amount the Warranty Provider has determined payable for the Claim.

In the event the Warranty Provider has determined that payment will be made, a deductible fee in the amount of 1% of the total Claim amount will be deducted from the total amount payable to the Insured. The Insured will complete and execute a release in favour of the Warranty Provider in a form provided by, or to the satisfaction of, the Warranty Provider. The Warranty Provider will issue payment to the Insured upon receipt of such release executed by the Insured in favour of the Warranty Provider.

Once the Claim is paid:

(a) if any amount remains available of the Maximum Coverage Limit for Deposit Protection Insurance ; and

(b) the Insured incurs reasonable legal fees directly related to the Claim as determined by the Warranty Provider;

then the Warranty Provider may apply the available remaining amount of the Maximum Coverage Limit for Deposit Protection Insurance directly to the reasonable legal fees incurred and shall indemnify the Insured in respect of such fees up to a maximum of $5,000.00.

C. PURCHASER'S PROTECTION PROGRAM

Subject to the confirmation of Deposit Protection Insurance, NHWICC certifies:

(a) it is a Program Provider of a plan, agreement, scheme or arrangement approved by the Minister;

(b) its address is 30, 301 Springborough Boulevard S.E., Calgary, Alberta, T3H 0N9;

SAMPLE

(c) the Residential Builder, the New Unit and the Condominium Plan are enrolled by NHWICC;

(d) benefits under the Maximum Coverage Limit take effect upon the date NHWICC receives written confirmation from the Residential Builder and Prescribed Trustee of the initial deposit paid to the Residential Builder by the Insured and confirmation the deposits have been placed into a Designated Trust Account with the Prescribed Trustee;

(e) upon confirmation of paragraph C.(d) above, benefits under the Coverage Period take effect upon payment of the initial deposit under the Agreement and expires upon the start of the Protection Period.

D. INSURED OBLIGATIONS

When making a Claim under this Policy, the Insured must submit the following to the Warranty Provider:

(a) the Agreement and any other documentation relating to the construction of the New Home as required by the Warranty Provider from time to time;

(b) proof of deposit payment(s) made to the Residential Builder by the Insured with respect to the Agreement;

(c) confirmation from the Prescribed Trustee that all deposits were placed in the Designated Trust Account as required by the Act;

(d) a duly completed Claim form to be provided by the Warranty Provider to the Insured; and

(e) any additional documentation as required by the Warranty Provider from time to time.

All of the foregoing Claim documentation must be received by the Warranty Provider before the start of the Protection Period. The obligations of the Warranty Provider cease upon expiry of the Coverage Period unless proper notice is given to the Warranty Provider by the Insured prior to the expiry.

E. GENERAL

The Insured shall:

(a) adhere to all timelines outlined in this Policy; and

(b) provide to the Warranty Provider information and documentation that the Insured has available or has the ability to access, that the Warranty Provider requests, in order to investigate a Claim.

SAMPLE

All notices of a Claim under this Policy must be delivered to the Warranty Provider, in writing, prior to the expiry of the insurance coverage and comply with the requirements set out in this section.

Any notice given by the Insured to the Residential Builder is not effective notice to the Warranty Provider.

The Warranty Provider shall be subrogated, with respect to any payment made under the Policy coverage, to all the rights of recovery of the Insured against any person who may be responsible for a Default and may bring action in the name of the Insured to enforce those rights. The Insured shall cooperate with the Warranty Provider and do whatever is necessary to secure and exercise those rights.

F. LIMITS AND EXCLUSIONS

Only one Claim will be paid under this Policy, after which this Policy is of no force or effect.

Other than payment to the Insured under the coverage as set out in section B, the Warranty Provider is not liable for any damages, losses, costs, or expenses otherwise suffered by the Insured due to or in connection with Default, howsoever caused.

Coverage under this Policy is **only** available to the Insured where the Residential Builder and the Insured have entered into a Fixed Price Purchase Contract.

Coverage under this Policy does not provide indemnity for non-monetary consideration provided by the Insured to the Residential Builder.

Claims arising out of a contractual dispute under the Fixed Price Purchase Contract between the Insured, Residential Builder and Prescribed Trustee are not covered by this Policy.

Every action or proceeding against the Warranty Provider for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

G. TRANSFER OF DEPOSIT PROTECTION INSURANCE COVERAGE AND ASSIGNMENT

This Policy is transferable in accordance with section I.

This Policy shall not be assigned by the Insured, or the Residential Builder, to any other New Unit, without the prior written consent of the Warranty Provider, which may not be unreasonably or arbitrarily withheld.

This Policy may be assigned by the Warranty Provider. If a receiver is appointed by any creditor or court of competent jurisdiction to operate, oversee, or administer the business of the Residential Builder, and the New

SAMPLE

Unit is available for completion by an alternate Residential Builder, this Policy may, at the option of NHWICC, be assigned to the alternate Residential Builder.

If a receiver is appointed by any creditor or court of competent jurisdiction to operate, oversee, or administer the business of the Residential Builder, the Warranty Provider shall have no obligation under this Policy to complete the New Home while the receiver determines if it will complete the New Home or while the receiver, whether or not through a process in a court of competent jurisdiction, seeks to sell or assign the Agreement to an alternate Residential Builder.

Notwithstanding anything in the Agreement, if an alternate Residential Builder acceptable to the Warranty Provider, is willing and able to complete the New Home pursuant to the Agreement, the Insured must permit the alternate Residential Builder to assume the Agreement and comply with all obligations contained therein as if the alternate Residential Builder was the original Residential Builder.

Whether or not it is disclosed to a subsequent Insured by the current Insured and notwithstanding any other provision of this Policy, prior actions or obligations of the Insured shall be binding upon any subsequent Insured and, in particular, any previous acts, omissions, defaults, or agreements of any kind made by the Insured with the Residential Builder or the Warranty Provider shall be binding upon any subsequent Insured.

H. POLICY TERMINATION

The Warranty Provider may only terminate this Policy upon proof that the refundable portion of the deposit has been returned to the Insured or alternatively, has been returned to the trust account for the benefit of the Insured. 15 days' written or electronic notice shall be given to the Residential Builder, the Prescribed Trustee and the Insured by registered mail or electronically, or 5 days written notice personally delivered. Notwithstanding anything contained herein, the 15-day period starts to run on the day the notice is sent by mail or electronically, or notification of it is delivered to the Residential Builder's, the Prescribed Trustee's and Insured's postal addresses.

I. NOTICE

Unless indicated otherwise in this Policy, any notice which may be or is required to be given under this Policy must be given in writing and may be delivered in person, sent by mail postage prepaid or by courier, or delivered electronically either by electronic communication or to the Homeowner Portal and shall be addressed:

If to the Insured:

Attention: Unit Owner
Email:

SAMPLE

Facsimile:

If to the Warranty Provider: The New Home Warranty Insurance (Canada) Corporation
301, 30 Springborough Boulevard SW
Calgary, Alberta, T3H 0N9
Attention: Contact Centre
Email: contactcentre@nhwicc.com
Facsimile: (403) 253-5062
Homeowner Portal Address: www.anhwp.com/homeowner

Any notice shall be conclusively deemed to have been given or made on the day upon which such notice is delivered, or if mailed, then on the third business day following the date of the mailing as the case may be, provided that in the case of interruption in the ordinary postal service, any notice given hereunder shall be delivered and not mailed. The parties shall give notice in writing of any change of municipal address or email address, and from and after the giving of such notice, the municipal address or email address therein specified shall be deemed to be the municipal address or email address of the parties for the giving of notices hereunder.

Any notice given by the Insured to the Residential Builder is not effective notice to the Warranty Provider.

J. IN CASE OF DISAGREEMENT

In the event of disagreement as to whether Default exists, the nature and extent of the Default or the amount of loss, those questions must be determined using the applicable dispute resolution process set out in section 519 of the *Insurance Act*, whether or not the Insured's right to recover under this Condominium Deposit Protection Insurance Policy is disputed, and independently of all other questions.

There is no right to a dispute resolution process under this condition until:

(a) a specific demand is made for it in writing; and

(b) the proof of loss has been delivered to the Warranty Provider.

K. INSURED CONSENT TO DISCLOSURE OF PERSONAL INFORMATION

The collection, use and disclosure of personal information is controlled and protected provincially by the *Personal Information Protection Act* and federally by the *Personal Information Protection and Electronic Documents Act*. NHWICC and the Residential Builder respect all rights regarding protection of personal information.

SAMPLE

If the New Unit has been assigned to a receiver or a new Residential Builder in the event of bankruptcy or solvency before the expiration of the Coverage Period, NHWICC is authorized by the Insured to release personal information, to the extent reasonably required by NHWICC, to the receiver or the new Residential Builder of the New Unit.

A copy of NHWICC's Privacy Policy can be found at www.nhwicc.com/contact/privacy-policy.

SAMPLE

Home Warranty Insurance Policy

COVERAGE COMMENCEMENT DATE	
POLICY NUMBER	
INSURED	
RESIDENTIAL BUILDER	
OPERATING AS	
MUNICIPAL ADDRESS OF NEW HOME	
LEGAL DESCRIPTION OF NEW HOME	
PREMIUM	

SAMPLE

Please read this Policy carefully as it contains important information about your home warranty insurance coverage.

This Policy contains a clause which may limit the amount payable.

A. DEFINITIONS

In this Policy, the following terms have the following meanings:

(a) "Accredited Representative" means a person or entity with designated authority to act for matters specified by the Warranty Provider on behalf of the Warranty Provider, and may include the Residential Builder;

(b) "Act" means the New Home Buyer Protection Act;

(c) "Building Envelope" means the collection of components that separate conditioned space from unconditioned space, the exterior air or the ground, or that separate conditioned spaces intended to be conditioned to temperatures differing by more than 10°C at design conditions;

(d) "Claims Assessment Report" means that written document issued by the Warranty Provider and setting out the Warranty Provider's assessment decision with respect to the Claim;

(e) "Common Facilities" means:

- (i) property managed by a condominium corporation pursuant to its bylaws; and
- (ii) a unit in a building described in a condominium plan, or any portion of the unit, that includes all or part of one or more of:
  - (A) the Building Envelope;
  - (B) a Delivery and Distribution System that serves two or more units;
  - (C) a load-bearing part;
  - (D) any Common Property as defined in section 14(1)(a) of the Condominium Property Act; and
  - (E) any area subject to an easement in favour of another unit;

THE NEW HOME WARRANTY INSURANCE (CANADA) CORPORATION
301, 30 Springborough Blvd SW
Calgary, Alberta T3H 0N9
1.800.352.8240
anhwp.com

whether or not that unit or portion of a unit is intended for residential occupancy;

(f) "Common Property" means so much of the parcel as is not comprised in a unit shown in a condominium plan, but does not include land shown on the condominium plan that has been provided for the purposes of roads, public utilities and reserve land under Part 17 of the Municipal Government Act;

(g) "Defect" or "Defects" means any design, construction, or material used in the construction of, Reconstruction of, or the components of the New Home discovered after the commencement of the warranty coverage and are captured under this Policy that:

- (i) are contrary to the Alberta Building Code;
- (ii) require repair or replacement due to the negligence of the Residential Builder or those it is legally responsible for;
- (iii) constitute an unreasonable health or safety risk; or
- (iv) have resulted in material damage to the New Home;

(h) "Defects in the Building Envelope" means Defects that result in the failure of the Building Envelope to perform its intended function;

(i) "Delivery and Distribution Systems" include electrical, gas, plumbing, heating, ventilation and air-conditioning systems to which the Safety Codes Act (Alberta) applies and any other systems prescribed as Delivery and Distribution Systems including:

- (i) private sewage disposal systems that:
  - (A) serve a single property;
  - (B) are designed to receive no more than 25 m3 of sewage each day; and
  - (C) are designed to dispose of sewage either on the property that the system serves or in a holding tank; and
- (ii) all components of a Delivery and Distribution System in the New Home that are:
  - (A) present on the Commencement Date of this Policy; and
  - (B) installed during construction by the Residential Builder of the New Home;

  but excluding any fixtures and appliances that are attached to a Delivery and Distribution System and that are subject to a manufacturer's warranty;

(j) "Extended Building Envelope Coverage" means optional additional warranty insurance coverage for Defects in the Building Envelope for an additional 2 year period;

(k) "Homeowner Portal" means the internet account held by the Insured with the Warranty Provider at the web address www.homeowners.anhwp.com;

(l) "Multiple Family Dwelling" means a building containing 2 or more dwelling units;

(m) "New Home" means a building, or a portion of a building, that is newly constructed or that is being constructed and is intended for residential occupancy and in respect of which the protection period has not expired, and includes:

- (i) a self-contained dwelling unit that:
  - (A) is detached;
  - (B) is attached to one or more other self-contained dwelling units; or
  - (C) includes a secondary suite;
- (ii) Common Property, Common Facilities and other assets of a condominium corporation;
- (iii) any building or portion of a building that is of a class prescribed as a class of New Home to which the Act applies;
- (iv) a building that is intended for residential occupancy and that is a Reconstruction; and

SAMPLE

(v) a manufactured home;
but does not include a hotel, motel, dormitory, care facility, relocatable work camp or any building exempted from the Regulations from the definition of New Home

(n) "Owner Builder" means an individual who builds or intends to build a New Home for personal use with a valid authorization issued by the Registrar and includes any builder prescribed as an Owner Builder to which the Act applies;

(o) "Reconstruction" means a change, addition, alteration or repair to a building that is intended for residential occupancy and that is a building where after a change, alteration or repair to the building, at least 75% of the enclosed square footage of the building above the foundation at the completion of the change, alteration or repair is new. For clarity, a change, addition, alteration or repair to a building's surfaces, fixtures or decorations is not a Reconstruction for the purposes of this Policy;

(p) "Recorded Mail" means a form of document delivery by mail or courier in which receipt of the document must be acknowledged in writing as specified in Part 11: Service of Documents in the Alberta Rules of Court (AR 124/2010);

(q) "Residential Builder" means a person who engages in, arranges for or manages all or substantially all of the construction or Reconstruction of a New Home, or agrees to do any of those things, and includes a general contractor, but does not include an Owner Builder;

(r) "Structural Defect" or "Structural Defects" means any Defect in the materials, labour and design that results in the failure of a load-bearing part of the New Home and any Defect that causes structural damage that materially and adversely affects the use of the New Home for residential occupancy;

(s) "Warranty Provider" means The New Home Warranty Insurance (Canada) Corporation.

B. WARRANTY INSURANCE COVERAGE

The Warranty Provider agrees to the repair or replacement of Defects and Structural Defects in the New Home in accordance with the terms and conditions of this Policy.

In the event of Reconstruction, the warranty insurance coverage provided in this Policy applies to all elements of the New Home, including those areas retained or not reconstructed.

The Warranty Provider is not responsible for any warranty other than the warranty insurance coverage provided by this Policy.

C. INSURANCE POLICY TERMS

The Warranty Provider shall only be liable to the Insured to the extent set out in this Policy.

In the event the Warranty Provider is obligated to repair or replace a Defect or Structural Defect, the Warranty Provider shall determine the reasonable costs associated with the repair or replacement of such Defect or Structural Defect. Notwithstanding the foregoing, the Warranty Provider may elect to provide financial compensation to the Insured, up to the Policy limit, in an amount equal to the cost of repair or replacement of such Defect or Structural Defect less any mitigation expenses, additional living expenses, costs of any investigation, engineering and design required for the repairs, and costs of adjusting and supervision of repairs (including professional review) paid by the Warranty Provider in lieu of actual repair or replacement of such Defect or Structural Defect.

In the event financial compensation is provided to the Insured in lieu of repair or replacement of a Defect or Structural Defect, the Warranty Provider will have no further liability for the Defect or Structural Defect or any consequential damages arising from the Defect or Structural Defect for which financial compensation was paid.

SAMPLE

THE NEW HOME WARRANTY INSURANCE (CANADA) CORPORATION
301, 30 Springborough Blvd SW
Calgary, Alberta T3H 0N9
1.800.352.8240
anhwp.com

D. COVERAGE EXCLUSIONS AND EXEMPTIONS

The following are excluded or exempt from the warranty insurance coverage:

(a) any non-residential use area and any construction or Reconstruction associated with a non-residential use area;
(b) site grading and surface drainage except as required by a building code, and not including subsidence beneath footings of a home or under driveways or walkways;
(c) utility services;
(d) septic tanks and septic or absorption fields, unless constructed or otherwise provided by the Residential Builder;
(e) home appliances, including but not limited to, refrigerators, stoves, ovens, garbage disposal units, dishwashers, microwaves, clothing washers, clothing dryers and freezers;
(f) water wells, except equipment installed for the operation of the water well where the equipment is part of a Delivery and Distribution System;
(g) the quality or quantity of water from a municipal water supply, a water well or any other source;
(h) any component of a Registered Historic Resource or Provincial Historic Resource that is being converted from commercial to residential use, where that component has been exempted from the application of any provision contained in any building code pursuant to Section 51 of the Historical Resources Act;
(i) designs, materials or labour supplied by anyone other than the Residential Builder or the employees, agents or subcontractors of a Residential Builder, but not including any designs, material or labour retained by the Residential Builder or by an Owner Builder in a Reconstruction; and
(j) detached parking garages, detached amenity buildings, detached recreation facilities and detached swimming pools are exempt from the definition of a New Home and warranty insurance coverage.

E. LOSS OR DAMAGE EXCLUSIONS

Any loss or damage resulting from the following is excluded from home warranty insurance coverage:

(a) contractual related issues between the Insured and the Residential Builder;
(b) weathering, normal wear and tear, deterioration or deflection consistent with normal industry standards;
(c) normal shrinkage of materials caused by drying after construction;
(d) substantial use of the residence for non-residential purposes;
(e) negligent or improper maintenance or improper operation of the New Home or anything in the New Home by anyone other than the Residential Builder or its employees, agents or subcontractors;
(f) alterations to the New Home by anyone other than the Residential Builder or its employees, agents or subcontractors;
(g) changes to the grading of the ground by anyone other than the Residential Builder, or its employees, agents or subcontractors;
(h) insects, rodents or other animals, unless the damage results from non-compliance with a building code by the Residential Builder or its employees, agents or subcontractors;
(i) acts of nature;
(j) bodily injury, disease, illness or death resulting from any cause;
(k) damage to personal property or real property that is not part of a New Home;
(l) contaminated soil, except where supplied by or through the Residential Builder and the Residential Builder knew or ought to have known that the soil was contaminated;
(m) subsidence of the land around a New Home or along utility lines, not including subsidence beneath footings of a New Home or under driveways or walkways;

SAMPLE

(n) diminished value of a New Home or any component of a New Home;
(o) deficiencies that have been agreed to between a Residential Builder and the Insured prior to or at the time of possession;
(p) defects that have been caused or substantially contributed to by a change that is material to the risk and is within the control and knowledge of the Insured;
(q) fire, explosion, smoke, flooding or sewer back-up;
(r) loss of income or opportunity;
(s) loss of enjoyment, use or benefit of the New Home;
(t) inconvenience or distress to the owner; and
(u) any professional fees, including legal, consulting or medical costs.

F. POLICY TERMINATION

The Warranty Provider may only terminate this Policy before coverage begins by giving the Residential Builder 15 days' notice of termination by Recorded Mail or 5 days' written notice of termination personally delivered. Notwithstanding anything contained herein, the 15-day period starts to run on the day the notice is sent by Recorded Mail or notification of it is delivered to the Residential Builder's postal address.

In the event the Warranty Provider terminates this Policy:

(a) the Warranty Provider must refund the excess of premium actually paid by the Residential Builder over the prorated premium for the expired time; and
(b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

G. TRANSFER OF WARRANTY INSURANCE COVERAGE

In accordance with Policy Condition K.(g), the Warranty Provider acknowledges and agrees that no notice to the Warranty Provider is required upon transfer of title of the New Home to a subsequent homeowner or, in the case of Common Property or Common Facilities, a change in the condominium corporation.

The remaining coverage under this policy shall be automatically transferred to the subsequent owner or condominium corporation, as applicable, subject to the terms and conditions of this policy, at which point such subsequent owner or condominium corporation shall be considered the Insured and shall be bound to comply with all obligations of the Insured and be subject to all provisions of this policy.

Whether or not it is disclosed to a subsequent Insured by the Insured and notwithstanding any other provision of this Policy, prior actions or obligations of the Insured shall be binding upon any subsequent Insured and, in particular, any previous acts, omissions, defaults, or agreements of any kind made by the Insured with the Residential Builder or the Warranty Provider shall be binding upon any subsequent Insured.

H. INSURED OBLIGATIONS

The Insured shall:

(a) adhere to all timelines outlined in this policy;

SAMPLE

(b) notify the Warranty Provider of any change in the Municipal Address and/or the Legal Description of the New Home in accordance with section J below;

(c) with the exception of Policy Condition K.(c) regarding mitigation, the Insured will not undertake any unilateral action or remedy regarding the repair or replacement of any Defect or Structural Defect without the specific prior written consent of the Warranty Provider; and

(d) further to Policy Condition K.(d) regarding entry and control, when necessary, allow the Warranty Provider or their Accredited Representatives access to the New Home for the purpose of assessing, repairing and/or replacing any Defect or Structural Defect, Monday through Friday, excluding statutory holidays, from 8:00 am to 5:00 pm, or at an alternate time as mutually agreed between the Warranty Provider or their Accredited Representatives and the Insured.

The Warranty Provider shall be subrogated, with respect to any payment made to repair a Defect or Structural Defect, to all the rights of recovery of the Insured against any person who may be responsible for the Defect or Structural Defect and may bring an action in the name of the Insured to enforce those rights. The Insured shall cooperate with the Warranty Provider and do whatever is necessary to secure and exercise those rights.

I. CLAIM ASSESSMENT AND DISPUTES

In the event the Insured considers a Defect or Structural Defect exists, the Insured must complete and submit a Request for Assistance (the "Claim") through the Homeowner Portal or in writing to the Warranty Provider either electronically or by mail.

The Warranty Provider will make all reasonable efforts to avoid delays in responding to a Claim, inspection of the Defects identified in the Claim, and scheduling any required repairs.

Upon receipt of the notice of Claim, the Warranty Provider shall promptly make reasonable attempts to contact the Insured and arrange an inspection, to be completed by the Warranty Provider or its Accredited Representatives.

After completion of the inspection, but prior to the release of the Claims Assessment Report, a deductible fee will be requested and payable by the Insured.

The amount of the deductible fee payable by the Insured is:

(a) for claims related to the Common Property, Common Facilities and other assets of a condominium corporation:
    (i) $100.00, not including applicable taxes, for claims relating to Defects in the material and labour not related to Delivery and Distribution Systems; and
    (ii) $500.00, not including applicable taxes, for all other claims; and

(b) for all other claims, $50.00, not including applicable taxes.

The Warranty Provider will issue a Claims Assessment Report in a reasonable time after the inspection setting out its assessment decision in respect of the Defects identified in the Claim. The Claims Assessment Report will also set out the dispute resolution process available to the Insured.

Every action or proceeding against the Warranty Provider for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

If it is determined that repairs of the Defects are to be completed, the repairs will be completed by the Warranty Provider or its Accredited Representatives in a timely manner, with reasonable consideration given to weather conditions and the availability of materials and labour.

The Warranty Provider or its Accredited Representatives may conduct inspections of the Defect repairs until any and all repairs have been completed to the Warranty Provider's satisfaction.

SAMPLE

In the event the Insured desires to have the decision in the Claims Assessment Report reviewed, the Insured may elect to proceed with the dispute resolution process set out in Policy Condition K.(f).

J. NOTICE

Unless indicated otherwise in this policy, any notice which may be or is required to be given under this policy must be given in writing and may be delivered in person, sent by registered mail postage prepaid or by courier, or delivered electronically either by electronic communication or to the Warranty Provider Homeowner Portal and shall be addressed:

If to the Insured:

Attention: Homeowner
Email:
Facsimile:

If to the Warranty Provider:

The New Home Warranty Insurance (Canada) Corporation
c/o The Alberta New Home Warranty Program
301, 30 Springborough Boulevard SW
Calgary, Alberta, T3H 0N9
Attention: Contact Centre
Email: contactcentre@anhwp.com
Facsimile: (403) 253-5062
Homeowner Portal Address: www.homeowners.anhwp.com

Any notice shall be conclusively deemed to have been given or made on the day upon which such notice is delivered, or if mailed, then on the third business day following the date of the mailing as the case may be, provided that in the case of interruption in the ordinary postal service, any notice given hereunder shall be delivered and not mailed. The parties shall give notice in writing of any change of municipal address or email address, and from and after the giving of such notice, the municipal address or email address therein specified shall be deemed to be the municipal address or email address of the parties for the giving of notices hereunder.

K. POLICY CONDITIONS

In these Policy Conditions, unless the context otherwise requires "Insured" means a person insured by the Home Warranty Insurance Policy whether named in the Home Warranty Insurance Policy or not.

(a) REQUIREMENTS AFTER DISCOVERY OF DEFECT

Within a reasonable time after the discovery of a Defect in a New Home, the Insured must, if the Defect is covered by the Policy, give notice of the Defect in reasonable detail to the Warranty Provider.

The Warranty Provider may require that the notice from the Insured be in writing.

(b) WHO MAY GIVE NOTICE AND PROOF

Notice of a Defect under Policy Condition (a) may be given:

(i) by the agent of the Insured if:

(A) the Insured is absent or unable to give the notice or make the proof; and

(B) the absence or inability is satisfactorily accounted for; or

(ii) by any person who has an insurable interest in the New Home, if the named Insured fails or refuses to do so, or in the circumstances described in clause (i) of this Condition.

SAMPLE

(c) MITIGATION

In the event of loss or damage to a New Home resulting from a Defect, the Insured must take all reasonable steps to prevent further loss or damage to the New Home as a result of the Defect.

The Warranty Provider must pay to the Insured all reasonable and proper expenses incurred in connection with steps taken by the Insured under this Condition.

(d) ENTRY AND CONTROL

After a Defect has been reported to the Warranty Provider, the Warranty Provider has an immediate right of access and entry to the New Home by itself and by its Accredited Representatives, who may include the Residential Builder, sufficient to:

(i) enable them to determine if a Defect exists;
(ii) make an estimate of the repairs required to rectify the Defect; and
(iii) make the repairs necessary to rectify the Defect.

(e) MATERIAL CHANGE IN RISK

The Insured must promptly give notice in writing to the Warranty Provider or its agent of any change that is:

(i) material to the risk; and
(ii) within the control and knowledge of the Insured.

The Warranty Provider may require that the notice from the Insured be in writing.

(f) IN CASE OF DISAGREEMENT

In the event of disagreement as to whether a Defect exists, the nature and extent of the repairs or replacements required, the adequacy of repairs or replacements made or the amount of loss or damage, those questions must be determined using the applicable dispute resolution process set out in section 519 of the Insurance Act whether or not the Insured's right to recover under the Home Warranty Insurance Policy is disputed, and independently of all other questions.

There is no right to a dispute resolution process under this Condition until:

(i) a specific demand is made for it in writing; and
(ii) the proof of loss has been delivered to the Warranty Provider.

(g) TRANSFER OF TITLE

If title to the New Home is transferred at any time during the protection period, the Home Warranty Insurance Policy is transferred to the new owner and the new owner is deemed to have given good and valuable consideration to the Warranty Provider under the Home Warranty Insurance Policy.

(h) ADDITIONAL LIVING EXPENSES

If a New Home is uninhabitable as a result of a Defect or during the rectification of a Defect, then reasonable living expenses incurred by the Insured will be payable by the Warranty Provider to the Insured to a maximum of $150.00 per day or such greater amount as may be established from time to time by the Superintendent of Insurance.

The total amount payable under this Condition shall not exceed $15,000.00 for each period of time the home is uninhabitable while warranty coverage is in effect.

(i) WARRANTY OF REPAIRS OF DEFECTS

All repairs and replacements made to rectify Defects are warranted against Defects in materials and labour until the later of the first anniversary of the date of completion of the repair or replacement and the expiry of coverage for that type of Defect under the Home Warranty Insurance Policy.

SAMPLE

If an Insured accepts payment from the Warranty Provider in lieu of repairs or replacements to rectify a Defect, then no further warranty coverage applies to the Defect covered by the payment.

(j) NOTICE

Written notice to the Warranty Provider may be delivered, or sent by Recorded Mail, to the head office of the Warranty Provider in the province.

Written notice to the Insured may be personally delivered, or sent by Recorded Mail addressed, to the address of the New Home covered by the Home Warranty Insurance Policy.

L. WARRANTY INSURANCE COVERAGE AND POLICY LIMITS

(a) Detached Single Self-Contained Dwelling Unit

The following warranty insurance coverage and Policy limits apply to a New Home that is a detached single self-contained dwelling unit:

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

(i) the date a New Home is first occupied;
(ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home; and
(iii) the date that the transfer of title to the New Home is registered.

WARRANTY INSURANCE COVERAGE

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects or Structural Defects:

(i) Defects in materials and labour for a period of at least one year starting on the date on which the coverage begins;
(ii) Defects in materials and labour related to Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
(iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;
(iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
(v) Structural Defects for a period of at least 10 years starting on the date on which the coverage begins.

POLICY LIMITS

(i) Subject to (iii), the aggregate limit of liability of the Warranty Provider, with respect to the New Home if constructed by a Residential Builder, is the lesser of:
    (A) the original purchase price paid to the Residential Builder; and
    (B) $265,000.00,

    not including land value, interest and costs.

SAMPLE

(ii) Subject to (iii), the aggregate limit of liability of the Warranty Provider, with respect to the New Home if constructed by an Owner Builder, is the lesser of:
   (A) the appraised value of the New Home at the time of commencement coverage; and
   (B) $265,000.00,

   not including land value, interest and costs.

(iii) The aggregate limit of liability of the Warranty Provider set out in (i) and (ii) includes any and all:
   (A) costs of the repair or replacement of the Defect or Structural Defect;
   (B) mitigation expenses paid by the Warranty Provider to the Insured;
   (C) additional living expenses paid by the Warranty Provider to the Insured;
   (D) costs of any investigation, engineering and design required for the repairs; and
   (E) costs of adjusting and supervision of repairs, including professional review.

(b) Single Self-Contained Dwelling Unit in a Condominium or Multiple Family Dwelling with Warrantable Common Property or Common Facilities

The following warranty insurance coverage and Policy limits apply to a New Home that is a single self-contained dwelling unit in a condominium or Multiple Family Dwelling with warrantable Common Property or Common Facilities:

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The commencement of coverage beginning on the earlier of:

(i) the date a New Home is first occupied; and
(ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home.

WARRANTY INSURANCE COVERAGE

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects. For clarity, the warranty insurance coverage does not include the Common Property or Common Facilities:

(i) Defects in the materials and labour for a period of at least one year starting on the date on which the coverage begins; and
(ii) Defects in materials and labour in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins.

POLICY LIMITS

(i) Subject to (ii), the aggregate limit of liability of the Warranty Provider is the lesser of:
   (A) the original price paid to the Residential Builder; and
   (B) $130,000.00,

   not including land value, interest and costs.

(ii) The aggregate limit of liability of the Warranty Provider set out in (i) includes any and all:
   (A) costs of the repair or replacement of the Defect or Structural Defect;
   (B) mitigation expenses paid by the Warranty Provider to the Insured;
   (C) additional living expenses paid by the Warranty Provider to the Insured;
   (D) costs of any investigation, engineering and design required for the repairs; and

SAMPLE

(E) costs of adjusting and supervision of repairs, including professional review.

(c) **Common Property and Common Facilities in a Condominium or a Multiple Family Dwelling**

The following warranty insurance coverage and Policy limits apply to Common Property and Common Facilities for which a condominium corporation is responsible in a condominium or a Multiple Family Dwelling:

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning when:

(i) the title to an inhabitable unit in the building or in a building in a phase of development of a condominium is transferred from the Residential Builder to a purchaser of a unit in an arm's length transaction; and
(ii) the Residential Builder has entered into an agreement with a qualified person to have the qualified person prepare a building assessment report for the building or for the phase of development within 180 days of the transfer of title described in (i).

WARRANTY INSURANCE COVERAGE

The warranty insurance coverage provides for the repair or replacement of Defects or Structural Defects in the Common Property and Common Facilities for which a condominium corporation is responsible as follows:

(i) Defects in materials and labour for a period of at least one year starting on the date on which the coverage begins;
(ii) Defects in materials and labour related in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
(iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;
(iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
(v) Structural Defects for a period of at least10 years starting on the date on which the coverage begins.

POLICY LIMITS

(i) Subject to sections (ii) and (iii), the aggregate limit of liability of the Warranty Provider is the lesser of:
    (A) $130,000.00 times the number of self-contained dwelling units in the same Multiple Family Dwelling; and
    (B) $3,300,000.00,

    not including interest and costs.

(ii) The aggregate limit of liability of the Warranty Provider set out in (i) above includes any and all:
    (A) costs of the repair or replacement of the Defect or Structural Defect;
    (B) mitigation expenses paid by the Warranty Provider to the Insured;
    (C) additional living expenses paid by the Warranty Provider to the Insured;
    (D) costs of any investigation, engineering and design required for the repairs; and
    (E) costs of adjusting and supervision of repairs, including professional review.
(iii) In the event that the aggregate limit of liability set out in section (i) above may be exceeded by all claims made, the Warranty Provider reserves the right to apply warranty insurance coverage protection against claims up to but not exceeding such aggregate limit on a pro rata basis, as and when Claims are made.

SAMPLE

(d) Single Self-Contained Dwelling Unit in a Condominium or a Multiple Family Dwelling without Warrantable Common Property or Common Facilities – No Registered Condominium Plan

The following warranty insurance coverage and Policy limits apply to a New Home that is a single self-contained dwelling unit in a condominium or a Multiple Family Dwelling without warrantable Common Property or Common Facilities which has not been registered under a condominium plan:

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

(i) the date a New Home is first occupied; and
(ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home.

WARRANTY INSURANCE COVERAGE

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects or Structural Defects:

(i) Defects in materials and labour for a period of at least one year starting on the date on which the coverage begins;
(ii) Defects in materials and labour in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
(iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;
(iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
(v) Structural Defects for a period of at least 10 years starting on the date on which the coverage begins.

POLICY LIMITS

(i) Subject to (ii), the aggregate limit of liability of the Warranty Provider is the lesser of:
    (A) the original price paid to the Residential Builder; and
    (B) $265,000.00,

    not including land value, interest and costs.

(ii) The aggregate limit of liability of the Warranty Provider set out in (i) includes any and all:
    (A) costs of the repair or replacement of the Defect or Structural Defect;
    (B) mitigation expenses paid by the Warranty Provider to the Insured;
    (C) additional living expenses paid by the Warranty Provider to the Insured;
    (D) costs of any investigation, engineering and design required for the repairs; and
    (E) costs of adjusting and supervision of repairs, including professional review.

(e) **Single Self-Contained Dwelling Unit in a Condominium or a Multiple Family Dwelling without Warrantable Common Property or Common Facilities – With Registered Condominium Plan**

SAMPLE

The following warranty insurance coverage and Policy limits apply to a New Home that is a single self-contained dwelling unit in a condominium or a Multiple Family Dwelling without warrantable Common Property or Common Facilities which has been registered under a condominium plan:

PROTECTION PERIOD OF WARRANTY INSURANCE COVERAGE

The 10-year period beginning on the earlier of:

(i) the date a New Home is first occupied; and
(ii) the date an accredited agency, accredited municipality, or accredited regional services commission grants permission to occupy a New Home.

WARRANTY INSURANCE COVERAGE

The warranty insurance coverage for this type of New Home provides for the following repair or replacement of Defects or Structural Defects:

(i) Defects in the materials and labour for a period of at least one year starting on the date on which the coverage begins;
(ii) Defects in materials and labour in Delivery and Distribution Systems for a period of at least 2 years starting on the date on which the coverage begins;
(iii) Defects in the Building Envelope for a period of at least 5 years starting on the date on which the coverage begins;
(iv) Defects in the Building Envelope for a period of at least 7 years starting on the date on which the coverage begins, if Extended Building Envelope Coverage has been purchased; and
(v) Structural Defects for a period of at least 10 years starting on the date on which the coverage begins.

POLICY LIMITS

(i) Subject to section (b), the aggregate limit of liability of the Warranty Provider is the lesser of:
    (A) the original price paid to the Residential Builder; and
    (B) $130,000.00,

    not including land value, interest and costs.

(ii) The aggregate limit of liability of the Warranty Provider set out in (i) includes any and all:
    (A) costs of the repair or replacement of the Defect or Structural Defect;
    (B) mitigation expenses paid by the Warranty Provider to the Insured;
    (C) additional living expenses paid by the Warranty Provider to the Insured;
    (D) costs of any investigation, engineering and design required for the repairs; and
    (E) costs of adjusting and supervision of repairs, including professional review.

SAMPLE

M. WARRANTY INSURANCE COVERAGE EXPIRY DATES

The warranty insurance coverage expiry dates are as follows:

WARRANTY COVERAGE	EXPIRY DATE

SAMPLE

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0039 178 090	2210937;1;1	231 349 178

LEGAL DESCRIPTION
PLAN 2210937
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.53 HECTARES (3.78 ACRES) MORE OR LESS

ESTATE: SUBLEASEHOLD
COMMENCING ON THE 22 DAY OF SEPTEMBER, 2023

ATS REFERENCE: 5;2;24;25;NE

MUNICIPALITY: CITY OF CALGARY

REFERENCE NUMBER: 231 349 170

REGISTERED OWNER(S)

REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
231 349 178	10/11/2023	SUBLEASEHOLD TITLE APPLICATION	$13,680,000	

OWNERS

ROHIT AT UNIVERSITY DISTRICT LTD.
OF C/O ROHIT GROUP OF COMPANIES
550 91 STREET NW
EDMONTON
ALBERTA T6X 0V1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		SEE TITLE FOR ESTATE OF LARGER EXTENT, IF ANY, FOR REGISTRATIONS PRIOR TO SUBLEASE
231 349 182	10/11/2023	ENCUMBRANCE

(CONTINUED)

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
		ENCUMBRANCEE - UNIVERSITY OF CALGARY PROPERTIES GROUP LTD. 405,3917 UNIVERSITY AVE NW CALGARY ALBERTA T3B6K3
231 349 183	10/11/2023	MORTGAGE MORTGAGEE - ROYAL BANK OF CANADA. 4TH FLOOR, 36 YORK MILLS ROAD TORONTO ONTARIO M2P0A4 ORIGINAL PRINCIPAL AMOUNT: $69,390,000
231 349 184	10/11/2023	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROYAL BANK OF CANADA. 4TH FLOOR, 36 YORK MILLS ROAD TORONTO ONTARIO M2P0A4 AGENT - DARLENE W SCOTT
231 349 185	10/11/2023	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ROYAL BANK OF CANADA. 4TH FLOOR, 36 YORK MILLS ROAD TORONTO ONTARIO M2P0A4 AGENT - DARLENE W SCOTT
231 349 186	10/11/2023	CAVEAT RE : LEASE INTEREST CAVEATOR - ROYAL BANK OF CANADA. 4TH FLOOR, 36 MILLS ROAD TORONTO ONTARIO M2P0A4 AGENT - AARON G AITKEN

TOTAL INSTRUMENTS: 005

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 14 DAY OF NOVEMBER, 2023 AT 12:48 P.M.

ORDER NUMBER: 48868063

CUSTOMER FILE NUMBER:

END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

DESCRIPTION OF ROADS, UTILITIES, SERVICES OR DELIVERY AND DISTRIBUTION SYSTEMS TO BE PAID FOR, REPAIRED, MAINTAINED, OR REPLACED BY THE CORPORATION

University District – Dean's Landing
Calgary, Alberta

This project is a conventional (i.e. not bare land) condominium. The common property includes an internal roadway and some landscaped areas. The condominium corporation is responsible for maintenance and repair of those areas.

All of the residential units have access to utility services which are typically available in projects of this type. Those services include power, natural gas, water, sewer, telephone and cable lines. The cost of installing those lines is paid by the consumers of those services in many different ways, including:

a) assessments levied to the area developer, included in the price of the land;

b) installation costs paid directly by the developer and included in the price of the Unit;

c) costs included in normal municipal budgets, paid for by normal tax levies;

d) portions of monthly utility bills, designated for the maintenance and repair of the utility distribution system.

Each of the utility service providers has its own policies concerning ownership of the lines and equipment installed on the site. Those policies can change over time. However, as a general rule:

a) the utility providers are responsible for all equipment and lines leading to the boundary of the parcel;

b) Owners are individually responsible for all components of the delivery system located inside their own home, up to the meter;

c) the Condominium Corporation is responsible for repair and maintenance of the portions of the utility lines that run from the parcel boundary to the individual meters.

As currently designed, this project does not include any unusual utility arrangements (common geo-thermal systems, solar power installations, privately owned water/sewer treatment systems, co-generation equipment, etc.)

This statement is provided for compliance purposes only. In any municipality where utility providers are granted monopolies for the supply of their product or service, rules are often changed (usually in favour of the monopoly holder).

SECTION 5: BUDGET

University District - Dean's Landing
201 Proposed Overall Project Budget
Calgary, Alberta

Proposed Overall Project Operating Budget

		Per Year	avge unit share per month
Revenue			
	Condo Fees	$ 188,000	$ 78
	Other Income		
	Total	$ 188,000	$ 78
Expenses			
	Maintenance & Repairs		
	- grounds maintenance	$ 67,000	
	- snow removal (roadway & walks)	$ 33,000	$ 46
	- general maintenance	$ 11,500	
	Insurance (overall common property)		
	- based on full replacement cost	$ 5,000	$ 2
	Utilities		
	- power (common property)	$ 10,000	
	- water & sewer (common property only)	$ 6,000	$ 21
	- telephone	$ 6,000	
	- sanitation	$ 29,000	
	Condominium Management Services		
	- Condo Software	$ 6,500	$ 4
	- administration (AGM, bank charges, etc.)	$ 4,000	
	Other Contracted Services		
	- professional fees	$ 10,000	$ 4
	Other Expenses		
	Total Overall Project Budget Expenses	$ 188,000	$ 78
	Total Overall Project Fee	$ 188,000	$ 77.94

This proposed budget was prepared on Sept 16, 2022 by Edward Davies (lawyer) based on data provided by Emerald Property Management & Realty Ltd. The budget contains estimated operating expenses for the corporation's 1st year of operations and is valid for 12 months from January 11, 2024, using 2022 cost estimates. If the purchaser-elected board adopts this budget, the monthly condo fees would be as shown.

University District - Dean's Landing
Proposed Townhouse Unit Budget
Calgary, Alberta

Proposed Townhouse Units Operating Budget

		Per Year
Revenue		
	Condo Fees	$ 130,428
	Other Income	
	Total	$ 130,428
Expenses		
	Maintenance & Repairs	
	- grounds maintenance	$ 4,925
	- general maintenance	$ 13,433
	Insurance (Townhouse Units)	
	- based on full replacement cost	$ 56,000
	Common Utilities	
		$ -
	Condominium Management Services	
	- Property Management	$ 16,549
	Other Contracted Services	
		$ -
	Other Expenses	
	- Contingency	$ 6,567
	Total Operating Expenses	$ 97,474
	Reserve Fund	$ 32,954
	Total operating plus reserves	$ 130,428

This proposed budget was prepared on September 16, 2022 by Edward Davies (lawyer) based on data provided by Emerald Management & Realty Ltd. The budget contains estimated operating expenses for the corporation's 1st year of operations and is valid for 12 months from January 11, 2024, using 2022 cost estimates. If the purchaser-elected board adopts this budget, the monthly condo fees would be as shown.

University District - Dean's Landing
Proposed Apartment Units Budget
Calgary, Alberta

Proposed Apartment Units Operating Budget

		Per Year
Revenue		
	Condo Fees	$ 665,966
	Other Income	
	Total	$ 665,966
Expenses		
	Maintenance & Repairs	
	- general maintenance	$ 183,142
	Insurance (Apartment units and common property)	
	- based on full replacement cost	$ 117,000
	Utilities	
	- power (apartments common property)	$ 60,000
	- natural gas	$ 82,500
	- water & sewer (common property only)	$ 44,000
	Condominium Management Services	
	- Property Management	$ 33,851
	Other Contracted Services	
		$ -
	Other Expenses	
	- Contingency	$ 13,433
	Total Operating Expenses	$ 533,925
	Reserve Fund	$ 132,041
	Total operating plus reserves	$ 665,966

This proposed budget was prepared on September 16, 2022 by Edward Davies (lawyer) based on data provided by Emerald Management & Realty Ltd. The budget contains estimated operating expenses for the corporation's 1st year of operations and is valid for 12 months from January 11, 2024, using 2022 cost estimates. If the purchaser-elected board adopts this budget, the monthly condo fees would be as shown.

For clarity, the Apartment Units Budget amount should be divided over the total unit factors of the Apartment Units, Parking Units and Storage Units.

ALLOCATION OF UNIT FACTORS
University District – Dean's Landing
Calgary, Alberta

Under Alberta Condominium law, each condominium unit carries a unit factor which determines that unit's share of the common elements in the project. Unit factors have been allocated among the condominium units in University District – Dean's Landing based on the following:

Unit factors have been allocated among the 201 condominium homes in this project based on the following:

a) The *Condominium Property Act* specifies that the total of the unit factors must be 10,000.

b) Titled Parking Units have been arbitrarily allocated 1 unit factor.

c) Titled Storage Units have arbitrarily been allocated 1 unit factor.

d) The Townhouse Unit unit factor allocation is by model type.

e) The Apartment Unit unit factor allocation is based on area.

f) The developer reserves the right to adjust unit factors if it believes that the adjustment results in a fairer apportionment between units.

Unit factors for all units are shown on the unit factor table included on the registered condominium plan.

ESTIMATED CONDOMINIUM FEES
University District – Dean's Landing
Calgary, Alberta

The condominium corporation will raise the funds it requires to pay for common expenses (snow removal, lawn maintenance, insurance, etc.) by adopting a budget and assessing condo fees to the owners of condominium units.

The bylaws specify that there is to be an Overall Project Budget which captures the operational costs of the condominium that are applicable to every residential unit. Each residential unit in the project will contribute equally to the Overall Project Budget.

In addition to the Overall Project Budget, there will be separate stand-alone-budgets which correspond to the two residential unit types: Townhouse Units and Apartment Units. The Townhouse Unit Budget will encapsulate costs exclusive to the Townhouse Units and the Apartment Unit Budget will encapsulate costs exclusive to the Apartment Units (including the Parking Units and Storage Units which are located in the underground parkade below the two apartment buildings. Each Unit's share of the common expenses will be based on its unit factor as compared to the total unit factors for all assessable Units of that type. Units owned by the condominium corporation and Units in phases which are not substantially completed are not assessable.

Estimated monthly condominium fees in accordance with the proposed budgets are as set out on the following pages.

If a Purchaser takes possession before Condominium Fees have been assessed, that Purchaser will be required to pay the Developer maintenance fees equal to 80% of the proposed condominium fees (as shown in the Developer's disclosure package) to help cover project management costs (utilities, snow removal, insurance, etc.).

CONTRIBUTION SCHEDULE - DEANS LANDING

Job No	Unit Type	UF	Monthly Contribution	Monthly Common	U/G Parking	Total Monthly
03-01	Ferrera	68	$197.51	$77.95		$275.46
03-02	Cali Zero	33	$95.85	$77.95	$9.23	$183.03
03-03	Bergen	68	$197.51	$77.95		$275.46
03-04	Bergen	68	$197.51	$77.95		$275.46
03-05	Cali	36	$104.57	$77.95		$182.52
03-06	Ferrera	68	$197.51	$77.95		$275.46
03-07	Ferrera	68	$197.51	$77.95		$275.46
03-08	Cali	36	$104.57	$77.95		$182.52
03-09	Bergen	68	$197.51	$77.95		$275.46
03-10	Bergen	68	$197.51	$77.95		$275.46
03-11	Cali Zero	33	$95.85	$77.95	$9.23	$183.03
03-12	Ferrera	68	$197.51	$77.95		$275.46
04-15	Bergen	68	$197.51	$77.95		$275.46
04-14	Cali Zero	33	$95.85	$77.95	$9.23	$183.03
04-13	Ferrera	68	$197.51	$77.95		$275.46
04-18	Ferrera	68	$197.51	$77.95		$275.46
04-17	Cali	36	$104.57	$77.95		$182.52
04-16	Bergen	68	$197.51	$77.95		$275.46
04-21	Bergen	68	$197.51	$77.95		$275.46
04-20	Cali Zero	33	$95.85	$77.95	$9.23	$183.03
04-19	Ferrera	68	$197.51	$77.95		$275.46
05-22	Ferrera	68	$197.51	$77.95		$275.46
05-23	Cali Zero	33	$95.85	$77.95	$9.23	$183.03
05-24	Bergen	68	$197.51	$77.95		$275.46
05-25	Bergen	68	$197.51	$77.95		$275.46
05-26	Cali	36	$104.57	$77.95		$182.52
05-27	Ferrera	68	$197.51	$77.95		$275.46
05-28	Ferrera	68	$197.51	$77.95		$275.46
05-29	Cali	36	$104.57	$77.95		$182.52
05-30	Bergen	68	$197.51	$77.95		$275.46
05-31	Bergen	68	$197.51	$77.95		$275.46
05-32	Cali Zero	33	$95.85	$77.95	$9.23	$183.03
05-33	Ferrera	68	$197.51	$77.95		$275.46
01-101		49	$452.25	$77.95	$9.23	$539.43
01-102		57	$526.08	$77.95	$9.23	$613.26
01-103		27	$249.20	$77.95	$9.23	$336.38
01-104		31	$286.12	$77.95	$9.23	$373.30
01-105		57	$526.08	$77.95	$9.23	$613.26
01-106		36	$332.26	$77.95	$9.23	$419.44
01-107		36	$332.26	$77.95	$9.23	$419.44
01-108		36	$332.26	$77.95	$9.23	$419.44
01-109		36	$332.26	$77.95	$9.23	$419.44
01-110		36	$332.26	$77.95	$9.23	$419.44

01-111		48	$443.02	$77.95	$9.23	$530.20
01-112		57	$526.08	$77.95	$9.23	$613.26
01-113		31	$286.12	$77.95	$9.23	$373.30
01-114		27	$249.20	$77.95	$9.23	$336.38
01-115		57	$526.08	$77.95	$9.23	$613.26
01-116		38	$350.72	$77.95	$9.23	$437.90
01-117		38	$350.72	$77.95	$9.23	$437.90
01-118		38	$350.72	$77.95	$9.23	$437.90
01-119		32	$295.35	$77.95	$9.23	$382.53
01-201		55	$507.62	$77.95	$9.23	$594.80
01-202		57	$526.08	$77.95	$9.23	$613.26
01-203		27	$249.20	$77.95	$9.23	$336.38
01-204		31	$286.12	$77.95	$9.23	$373.30
01-205		57	$526.08	$77.95	$9.23	$613.26
01-206		36	$332.26	$77.95	$9.23	$419.44
01-207		36	$332.26	$77.95	$9.23	$419.44
01-208		36	$332.26	$77.95	$9.23	$419.44
01-209		36	$332.26	$77.95	$9.23	$419.44
01-210		36	$332.26	$77.95	$9.23	$419.44
01-211		52	$479.94	$77.95	$9.23	$567.12
01-212		57	$526.08	$77.95	$9.23	$613.26
01-213		31	$286.12	$77.95	$9.23	$373.30
01-214		27	$249.20	$77.95	$9.23	$336.38
01-215		57	$526.08	$77.95	$9.23	$613.26
01-216		38	$350.72	$77.95	$9.23	$437.90
01-217		38	$350.72	$77.95	$9.23	$437.90
01-218		38	$350.72	$77.95	$9.23	$437.90
01-219		49	$452.25	$77.95	$9.23	$539.43
01-301		55	$507.62	$77.95	$9.23	$594.80
01-302		57	$526.08	$77.95	$9.23	$613.26
01-303		27	$249.20	$77.95	$9.23	$336.38
01-304		31	$286.12	$77.95	$9.23	$373.30
01-305		57	$526.08	$77.95	$9.23	$613.26
01-306		36	$332.26	$77.95	$9.23	$419.44
01-307		36	$332.26	$77.95	$9.23	$419.44
01-308		36	$332.26	$77.95	$9.23	$419.44
01-309		36	$332.26	$77.95	$9.23	$419.44
01-310		36	$332.26	$77.95	$9.23	$419.44
01-311		52	$479.94	$77.95	$9.23	$567.12
01-312		57	$526.08	$77.95	$9.23	$613.26
01-313		31	$286.12	$77.95	$9.23	$373.30
01-314		27	$249.20	$77.95	$9.23	$336.38
01-315		57	$526.08	$77.95	$9.23	$613.26
01-316		38	$350.72	$77.95	$9.23	$437.90
01-317		38	$350.72	$77.95	$9.23	$437.90
01-318		38	$350.72	$77.95	$9.23	$437.90
01-319		49	$452.25	$77.95	$9.23	$539.43

01-401		55	$507.62	$77.95	$9.23	$594.80
01-402		57	$526.08	$77.95	$9.23	$613.26
01-403		27	$249.20	$77.95	$9.23	$336.38
01-404		31	$286.12	$77.95	$9.23	$373.30
01-405		57	$526.08	$77.95	$9.23	$613.26
01-406		36	$332.26	$77.95	$9.23	$419.44
01-407		36	$332.26	$77.95	$9.23	$419.44
01-408		36	$332.26	$77.95	$9.23	$419.44
01-409		36	$332.26	$77.95	$9.23	$419.44
01-410		36	$332.26	$77.95	$9.23	$419.44
01-411		52	$479.94	$77.95	$9.23	$567.12
01-412		57	$526.08	$77.95	$9.23	$613.26
01-413		31	$286.12	$77.95	$9.23	$373.30
01-414		27	$249.20	$77.95	$9.23	$336.38
01-415		57	$526.08	$77.95	$9.23	$613.26
01-416		38	$350.72	$77.95	$9.23	$437.90
01-417		38	$350.72	$77.95	$9.23	$437.90
01-418		38	$350.72	$77.95	$9.23	$437.90
01-419		49	$452.25	$77.95	$9.23	$539.43
06-42	Bergen	68	$197.51	$77.95		$275.46
06-41	Cali Zero	33	$95.85	$77.95	$9.23	$183.03
06-40	Ferrera	68	$197.51	$77.95		$275.46
06-39	Ferrera	68	$197.51	$77.95		$275.46
06-38	Cali	36	$104.57	$77.95		$182.52
06-37	Bergen	68	$197.51	$77.95		$275.46
06-36	Bergen	68	$197.51	$77.95		$275.46
06-35	Cali Zero	33	$95.85	$77.95	$9.23	$183.03
06-34	Ferrera	68	$197.51	$77.95		$275.46
07-49	Ferrera	68	$197.51	$77.95		$275.46
07-50	Cali Zero	33	$95.85	$77.95	$9.23	$183.03
07-51	Bergen	68	$197.51	$77.95		$275.46
07-46	Bergen	68	$197.51	$77.95		$275.46
07-47	Cali	36	$104.57	$77.95		$182.52
07-48	Ferrera	68	$197.51	$77.95		$275.46
07-44	Ferrera	68	$197.51	$77.95		$275.46
07-43	Cali Zero	33	$95.85	$77.95	$9.23	$183.03
07-45	Bergen	68	$197.51	$77.95		$275.46
08-52	Ferrera	68	$197.51	$77.95		$275.46
08-53	Cali Zero	33	$95.85	$77.95	$9.23	$183.03
08-54	Bergen	68	$197.51	$77.95		$275.46
08-55	Bergen	68	$197.51	$77.95		$275.46
08-56	Cali Zero	33	$95.85	$77.95	$9.23	$183.03
08-57	Ferrera	68	$197.51	$77.95		$275.46
09-60	Bergen	68	$197.51	$77.95		$275.46
09-59	Cali Zero	33	$95.85	$77.95	$9.23	$183.03
09-58	Ferrera	68	$197.51	$77.95		$275.46
09-63	Ferrera	68	$197.51	$77.95		$275.46

06-62	Cali	36	$104.57	$77.95		$182.52
09-61	Bergen	68	$197.51	$77.95		$275.46
09-66	Bergen	68	$197.51	$77.95		$275.46
09-65	Cali Zero	33	$95.85	$77.95	$9.23	$183.03
09-64	Ferrera	68	$197.51	$77.95		$275.46
02-101		38	$350.72	$77.95	$9.23	$437.90
02-102		38	$350.72	$77.95	$9.23	$437.90
02-103		57	$526.08	$77.95	$9.23	$613.26
02-104		48	$443.02	$77.95	$9.23	$530.20
02-105		57	$526.08	$77.95	$9.23	$613.26
02-106		36	$332.26	$77.95	$9.23	$419.44
02-107		36	$332.26	$77.95	$9.23	$419.44
02-108		36	$332.26	$77.95	$9.23	$419.44
02-109		36	$332.26	$77.95	$9.23	$419.44
02-110		57	$526.08	$77.95	$9.23	$613.26
02-111		48	$443.02	$77.95	$9.23	$530.20
02-112		57	$526.08	$77.95	$9.23	$613.26
02-113		38	$350.72	$77.95	$9.23	$437.90
02-114		38	$350.72	$77.95	$9.23	$437.90
02-201		38	$350.72	$77.95	$9.23	$437.90
02-202		38	$350.72	$77.95	$9.23	$437.90
02-203		57	$526.08	$77.95	$9.23	$613.26
02-204		53	$489.17	$77.95	$9.23	$576.35
02-205		57	$526.08	$77.95	$9.23	$613.26
02-206		36	$332.26	$77.95	$9.23	$419.44
02-207		36	$332.26	$77.95	$9.23	$419.44
02-208		36	$332.26	$77.95	$9.23	$419.44
02-209		36	$332.26	$77.95	$9.23	$419.44
02-210		36	$332.26	$77.95	$9.23	$419.44
02-211		57	$526.08	$77.95	$9.23	$613.26
02-212		53	$489.17	$77.95	$9.23	$576.35
02-213		57	$526.08	$77.95	$9.23	$613.26
02-214		38	$350.72	$77.95	$9.23	$437.90
02-215		59	$544.54	$77.95	$9.23	$631.72
02-301		38	$350.72	$77.95	$9.23	$437.90
02-302		38	$350.72	$77.95	$9.23	$437.90
02-303		57	$526.08	$77.95	$9.23	$613.26
02-304		53	$489.17	$77.95	$9.23	$576.35
02-305		57	$526.08	$77.95	$9.23	$613.26
02-306		36	$332.26	$77.95	$9.23	$419.44
02-307		36	$332.26	$77.95	$9.23	$419.44
02-308		36	$332.26	$77.95	$9.23	$419.44
02-309		36	$332.26	$77.95	$9.23	$419.44
02-310		36	$332.26	$77.95	$9.23	$419.44
02-311		57	$526.08	$77.95	$9.23	$613.26
02-312		53	$489.17	$77.95	$9.23	$576.35
02-313		57	$526.08	$77.95	$9.23	$613.26

02-314		38	$350.72	$77.95	$9.23	$437.90
02-315		59	$544.54	$77.95	$9.23	$631.72
02-401		38	$350.72	$77.95	$9.23	$437.90
02-402		38	$350.72	$77.95	$9.23	$437.90
02-403		57	$526.08	$77.95	$9.23	$613.26
02-404		53	$489.17	$77.95	$9.23	$576.35
02-405		57	$526.08	$77.95	$9.23	$613.26
02-406		36	$332.26	$77.95	$9.23	$419.44
02-407		36	$332.26	$77.95	$9.23	$419.44
02-408		36	$332.26	$77.95	$9.23	$419.44
02-409		36	$332.26	$77.95	$9.23	$419.44
02-410		36	$332.26	$77.95	$9.23	$419.44
02-411		57	$526.08	$77.95	$9.23	$613.26
02-412		53	$489.17	$77.95	$9.23	$576.35
02-413		57	$526.08	$77.95	$9.23	$613.26
02-414		38	$350.72	$77.95	$9.23	$437.90
02-415		59	$544.54	$77.95	$9.23	$631.72
6 extra U/G Pkg Stalls		1				$9.23 ea
28 Storage Units		1				$9.23 ea