

**THE CORPORATION OF THE CITY OF NEW WESTMINSTER
HERITAGE REVITALIZATION AGREEMENT (208 Fifth Avenue)
BYLAW NO. 8271, 2021**

**A Bylaw to enter into a Heritage Revitalization Agreement under
Section 610 of the *Local Government Act***

WHEREAS the City of New Westminster and the owners of the property located at 208 Fifth Avenue in New Westminster wish to enter into a Heritage Revitalization Agreement in respect of the property;

NOW THEREFORE, the Council of the City of New Westminster enacts as follows:

Citation

1. This Bylaw may be cited as “Heritage Revitalization Agreement (208 Fifth Avenue) Bylaw No. 8271, 2021”.

Heritage Revitalization Agreement

2. The City of New Westminster enters into a Heritage Revitalization Agreement with the registered owner of the property located at 208 Fifth Avenue legally described as PID: 001-664-212; LOT 29 OF LOTS 2, 3, 30 AND 31 SUBURBAN BLOCK 7 PLAN 2620.
3. The Mayor and City Clerk are authorized on behalf of the City of New Westminster Council to sign and seal the Heritage Revitalization Agreement attached to this Bylaw as Schedule “A”.

READ A FIRST TIME this 1st day of November , 2021.

READ A SECOND TIME this 1st day of November , 2021.

PUBLIC HEARING held this 22nd day of November , 2021.

READ A THIRD TIME this 22nd day of November , 2021.

ADOPTED this _____ day of _____, 2021.

MAYOR JONATHAN X. COTE

JACQUE KILLAWEE, CITY CLERK

SCHEDULE "A"

HERITAGE REVITALIZATION AGREEMENT (208 Fifth Avenue)

THIS AGREEMENT dated for reference the 25th day of October, 2021 is

BETWEEN:

JAMES JAMIESON and **GILLIAN JAMIESON**, 208 Fifth Avenue, New
Westminster, BC
V3L 1R4

(the "Owner")

AND:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER, City Hall, 511 Royal
Avenue, New Westminster, BC V3L 1H9

(the "City")

WHEREAS:

- A. The Owner is the registered owner in fee simple of the land and all improvements located at 208 Fifth Avenue, New Westminster, British Columbia, legally described as PID: 001-664-212; LOT 29 OF LOTS 2, 3, 30 AND 31 SUBURBAN BLOCK 7 PLAN 2620 (the "Land");
- B. There is one principal building situated on the Land, known as the Calbicks House (the "Heritage Building"), which is shown on the site plan attached as Appendix 1 (the "Site Plan") labeled "208 Fifth Avenue Heritage House";
- C. The City and the Owner agree that the Heritage Building has heritage value and should be conserved;
- D. The Owner wishes to make certain alterations to restore and rehabilitate the Heritage Building (the "Work");
- E. The Owner intends to apply to the City's Approving Officer for approval to file a subdivision plan (the "Subdivision Plan") in the Land Title Office in order to subdivide the Land into two separate parcels, generally as shown on the Site Plan;
- F. If the proposed subdivision of the Land is approved by the City's Approving Officer, the Owner wishes to construct a new residential building (the "New Building") on that portion of the Land labeled on the Site Plan as "217 Elgin Street New House";
- G. Section 610 of the *Local Government Act*, RSBC 2015, Chapter 1 authorizes a local government to enter into a Heritage Revitalization Agreement with the owner of heritage property, and to

allow variations of, and supplements to, the provisions of a bylaw or a permit issued under Part 14 or Part 15 of the *Local Government Act*;

- H. The Owner and the City have agreed to enter into this Heritage Revitalization Agreement setting out the terms and conditions by which the heritage value of the Heritage Building is to be preserved and protected, in return for specified supplements and variances to City bylaws;

THIS AGREEMENT is evidence that in consideration of the sum of ten dollars (\$10.00) now paid by each party to the other and for other good and valuable consideration (the receipt of which each party hereby acknowledges) the Owner and the City each covenant with the other pursuant to Section 610 of the *Local Government Act* as follows:

Conservation of Heritage Building

1. Upon execution of this Agreement, the Owner shall promptly commence the restoration and revitalization of the Heritage Building (the "Work") in accordance with the Site Plan, the heritage conservation plan prepared by Katie Cummer, PhD CAHP, of CHC Cummer Heritage Consulting dated October 19, 2021, a copy of which is attached hereto as Appendix 2 (the "Conservation Plan"), and the design plans and specifications prepared by D3 Dimension Drafting Design Inc. dated October 22, 2021, a copy of which is attached hereto as Appendix 5 (the "Approved Plans"), full-size copies of which plans and specifications are on file at the New Westminster City Hall.
2. Prior to commencement of the Work, the Owner shall obtain from the City all necessary permits and licenses, including a heritage alteration permit, building permit, and tree permit.
3. The Owner shall obtain written approval from the City's Director of Climate Action, Planning and Development for any changes to the Work, and obtain any amended permits that may be required for such changes to the Work, as required by the City.
4. The Owner agrees that the City may, notwithstanding that such permits may be issuable under the City's zoning and building regulations and the BC Building Code, withhold a heritage alteration permit or building permit applied for in respect of the Heritage Building if the work that the Owner wishes to undertake is not in accordance with the Conservation Plan or the Approved Plans.
5. The Work shall be done at the Owner's sole expense in accordance with generally accepted engineering, architectural, and heritage conservation practices. If any conflict or ambiguity arises in the interpretation of Appendix 2, the parties agree that the conflict or ambiguity shall be resolved in accordance with the "Standards and Guidelines for the Conservation of Historic Places in Canada", 2nd edition, published by Parks Canada in 2010.
6. The Owner shall, at the Owner's sole expense, erect on the Land and keep erected throughout the course of the Work, a sign of sufficient size and visibility to effectively notify contractors and tradespersons entering onto the Land that the Work involves protected heritage property and is being carried out for heritage conservation purposes.

7. The Owner shall, at the Owner's sole expense, engage a member of the Architectural Institute of British Columbia or the Association of Professional Engineers and Geoscientists of British Columbia or the Canadian Association of Heritage Professionals with specialization in Building or Planning (the "Registered Professional") to oversee the Work and to perform the duties set out in section 8 of this Agreement, below.

Role of Registered Professional

8. The Registered Professional shall:
 - (a) prior to commencement of the Work, and at any time during the course of the Work that a Registered Professional has been engaged in substitution for a Registered Professional previously engaged by the Owner, provide to the City an executed and sealed Confirmation of Commitment in the form attached as Appendix 3 and, if the Registered Professional is a member of the Canadian Association of Heritage Professionals, the Registered Professional shall provide evidence of their membership and specialization when submitting such executed Confirmation of Commitment;
 - (b) conduct field reviews of the Work with the aim of ensuring compliance of the Work with the Conservation Plan in Appendix 2;
 - (c) provide regular reports to the City's Climate Action, Planning and Development Department, on the progress of the Work;
 - (d) upon substantial completion of the Work, provide to the City an executed and sealed Certification of Compliance in the form attached as Appendix 4; and
 - (e) notify the City within one business day if the Registered Professional's engagement by the Owner is terminated for any reason.

Heritage Designation

9. The Owner irrevocably agrees to the designation of the Heritage Building as protected heritage property, in accordance with Section 611 of the *Local Government Act*, and releases the City from any obligation to compensate the Owner in any form for any reduction in the market value of the Lands or the Heritage Building that may result from the designation.
10. Following completion of the Work, the Owner shall maintain the Heritage Building in good repair in accordance with the Conservation Plan in Appendix 2 and the maintenance standards set out in City of New Westminster Heritage Properties Minimum Maintenance Standards Bylaw No. 7971, 2018, as amended or replaced from time to time, and, in the event that Bylaw No. 7971 is repealed and not replaced, the Owner shall continue to maintain the building to the standards that applied under Bylaw No. 7971 immediately prior to its repeal.

11. Following completion of the Work in accordance with this Agreement, the Owner shall not alter the heritage character or the exterior appearance of the Heritage Building, except as permitted by a heritage alteration permit issued by the City.

Damage to or Destruction of Heritage Building

12. If the Heritage Building is damaged, the Owner shall obtain a heritage alteration permit and any other necessary permits and licenses and, in a timely manner, shall restore and repair the Heritage Building to the same condition and appearance that existed before the damage occurred.
13. If, in the opinion of the City, the Heritage Building is completely destroyed, the Owner shall construct a replica, using contemporary material if necessary, of the Heritage Building that complies in all respects with the Conservation Plan in Appendix 2 and with City of New Westminster Zoning Bylaw No. 6680, 2001 as amended (the "Zoning Bylaw"), as varied by this Agreement, after having obtained a heritage alteration permit and any other necessary permits and licenses.
14. The Owner shall use best efforts to commence and complete any repairs to the Heritage Building, or the construction of any replica building, with reasonable dispatch.

Construction of New Building

15. The Owner shall construct the New Building in strict accordance with the Site Plan and the Approved Plans prepared by D3 Dimension Drafting Design Inc. dated October 22, 2021, a copy of which is attached hereto as Appendix 5, full-size copies of which plans and specifications are on file at the New Westminster City Hall.
16. Prior to commencement of construction of the New Building, the Owner shall obtain from the City all necessary approvals, permits, and licenses, including a heritage alteration permit, building permit, tree permit, and approval of the City's Approving Officer to file the Subdivision Plan in the Land Title Office.
17. The Owner shall obtain written approval from the City's Director of Climate Action, Planning and Development for any changes to the New Building, and obtain any amended permits that may be required for such changes to the New Building, as required by the City.
18. The Owner agrees that the City may, notwithstanding that such permits may be issuable under the City's zoning and building regulations and the BC Building Code, withhold a heritage alteration permit or building permit applied for in respect of the New Building if the work that the Owner wishes to undertake is not in accordance with the Approved Plans.
19. The construction of the New Building shall be done at the Owner's sole expense and in accordance with generally accepted engineering and architectural practices.

Timing and Phasing

20. The Owner shall commence and complete all actions required for the completion of the Work, as set out in the Conservation Plan in Appendix 2, within three years following the date of adoption of the Bylaw authorizing this Agreement.
21. The Owner shall not construct the New Building on the Land, other than foundations, until the Owner has completed the Work in respect of the Heritage Building to the satisfaction of the City's Director of Climate Action, Planning and Development, has provided the Certification of Compliance described in section 8(d) above, and has approval of the City's Approving Officer to file the Subdivision Plan in the Land Title Office.
22. The City may, notwithstanding that such a permit may be issuable under the City's zoning and building regulations and the BC Building Code, withhold a building permit or heritage alteration permit applied for in respect of the New Building if the Owner has not completed the Work in respect of the Heritage Building, to the satisfaction of the City's Director of Climate Action, Planning and Development.
23. The Owner shall complete all actions required for the completion of the New Building, as set out in Approved Plans in Appendix 5, within five years following the date on which the Owner deposits the Subdivision Plan in the Land Title Office.

Subdivision

24. The Owner shall, concurrently with the deposit of the Subdivision Plan, deposit in the Land Title Office a covenant under s.219 of the *Land Title Act* in favour of the City, in the form attached as Appendix 7, by which the Owner covenants and agrees not to transfer separately the parcels created by the Subdivision Plan until the Owner has complied with the requirements of this Agreement for the preservation and restoration of the Heritage Building.
25. The City shall execute and deliver to the Owner a discharge of the covenant described in section 24 above on the request of the Owner, if the Owner has complied with the requirements of this Agreement for the preservation and restoration of the Heritage Building.
26. Nothing in this Agreement commits the Approving Officer to approve the proposed subdivision of the Land.

Inspection

27. Upon request by the City, the Owner shall advise or cause the Registered Professional to advise, the City's Climate Action, Planning and Development Department of the status of the Work.
28. For the duration of the Work and the construction of the New Building as authorized by this Agreement, without limiting the City's power of inspection conferred by statute and in

addition to such powers, the City shall be entitled at all reasonable times and from time to time to enter onto the Land for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner.

29. The Owner agrees that the City may, notwithstanding that a final inspection may be issuable under the City's zoning and building regulations and the BC Building Code, withhold a final inspection or occupancy certificate applied for in respect of the Heritage Building or the New Building if the Owner has not completed the Work with respect to the Heritage Building or construction of the New Building to the satisfaction of the City's Director of Climate Action, Planning and Development.

Conformity with City Bylaws

30. The Zoning Bylaw is varied and supplemented in its application to the Land in the manner and to the extent provided and attached as Appendix 6.
31. The Owner acknowledges and agrees that, except as expressly varied by this Agreement, any development or use of the Land, including any construction, alteration, rehabilitation, restoration and repairs of the Heritage Building or New Building, must comply with all applicable bylaws of the City.

No Application to Building Interiors

32. Unless otherwise stated in this Agreement or set out in the Conservation Plan, the terms and conditions of this Agreement respecting the Heritage Building and New Building apply only to the structure and exterior of the buildings, including without limitation the foundation, walls, roof, and all exterior doors, windows and architectural ornamentation.

Enforcement of Agreement

33. The Owner acknowledges that it is an offence under Section 621(1)(c) of the *Local Government Act* to alter the Land or the Heritage Building in contravention of this Agreement, punishable by a fine of up to \$50,000.00 or imprisonment for a term of up to 2 years, or both.
34. The Owner acknowledges that it is an offence under Section 621(1)(b) of the *Local Government Act* to fail to comply with the requirements and conditions of any heritage alteration permit issued to the Owner pursuant to this Agreement and Section 617 of the *Local Government Act*, punishable in the manner described in the preceding section.
35. The Owner acknowledges that, if the Owner alters the Land, the Heritage Building or the New Building in contravention of this Agreement, the City may apply to the British Columbia Supreme Court for:
- (a) an order that the Owner restore the Land or the Heritage Building or the New Building, or all, to their condition before the contravention;

- (b) an order that the Owner undertake compensatory conservation work on the Land, the Heritage Building, or the New Building;
 - (c) an order requiring the Owner to take other measures specified by the Court to ameliorate the effects of the contravention; and
 - (d) an order authorizing the City to perform any and all such work at the expense of the Owner.
36. The Owner acknowledges that, if the City undertakes work to satisfy the terms, requirements or conditions of any heritage alteration permit issued to the Owners pursuant to this Agreement upon the Owner's failure to do so, the City may add the cost of the work and any incidental expenses to the taxes payable with respect to the Land, or may recover the cost from any security that the Owner has provided to the City to guarantee the performance of the terms, requirements or conditions of the permit, or both.
37. The Owner acknowledges that the City may file a notice on title to the Land in the Land Title Office if the terms and conditions of this Agreement have been contravened.
38. The City may notify the Owner in writing of any alleged breach of this Agreement and the Owner shall have the time specified in the notice to remedy the breach. In the event that the Owner fails to remedy the breach within the time specified, the City may enforce this Agreement by:
- (a) seeking an order for specific performance of the Agreement;
 - (b) any other means specified in this Agreement; or
 - (c) any means specified in the *Community Charter* or the *Local Government Act*,
- and the City's resort to any remedy for a breach of this Agreement does not limit its right to resort to any other remedy available at law or in equity.

Statutory Authority Retained

39. Nothing in this Agreement shall limit, impair, fetter, or derogate from the statutory powers of the City, all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled.

Indemnity

40. The Owner hereby releases, indemnifies and saves the City, its officers, employees, elected officials, agents and assigns harmless from and against any and all actions, causes of action, losses, damages, costs, claims, debts and demands whatsoever by any person, arising out of or in any way due to the existence or effect of any of the restrictions or requirements in this Agreement, or the breach or non-performance by the Owner of any term or provision of this Agreement, or by reason of any work or action of the Owner in performance of its obligations

under this Agreement or by reason of any wrongful act or omission, default, or negligence of the Owner.

41. In no case shall the City be liable or responsible in any way for:
- (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that be suffered or sustained by the Owner or by any other person who may be on the Land; or
 - (b) any loss or damage of any nature whatsoever, howsoever caused to the Land, or any improvements or personal property thereon belonging to the Owner or to any other person,

arising directly or indirectly from compliance with the restrictions and requirements in this Agreement, wrongful or negligent failure or omission to comply with the restrictions and requirements in this Agreement or refusal, omission or failure of the City to enforce or require compliance by the Owner with the restrictions or requirements in this Agreement or with any other term, condition, or provision of this Agreement.

No Waiver

42. No restrictions, requirements, or other provisions of this Agreement shall be deemed to have been waived by the City unless a written waiver signed by an officer of the City has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the City on previous occasions of any default, nor any previous written waiver, shall be taken to operate as a waiver by the City of any subsequent default or in any way defeat or affect the rights and remedies of the City.

Interpretation

43. In this Agreement, "Owner" shall mean all registered owners of the Land or subsequent registered owners of the Land, as the context requires or permits.

Headings

44. The headings in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement or any of its provisions.

Appendices

45. All appendices to this Agreement are incorporated into and form part of this Agreement.

Number and Gender

46. Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed to mean the plural or feminine or body corporate where the context so requires.

Joint and Several

47. If at any time more than one person (as defined in the *Interpretation Act* (British Columbia) owns the Land, each of those persons will be jointly and severally liable for all of the obligations of the Owner under this Agreement.

Successors Bound

48. All restrictions, rights and liabilities herein imposed upon or given to the respective parties shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Owner and the City have executed this Agreement as of the date written above.

Signed, Sealed and Delivered in the)
presence of:)
))
))
))
_____))
Name))
))
_____))
Address))
))
_____))
Occupation))

_____))
JAMES JAMIESON))
))
_____))
GILLIAN JAMIESON))

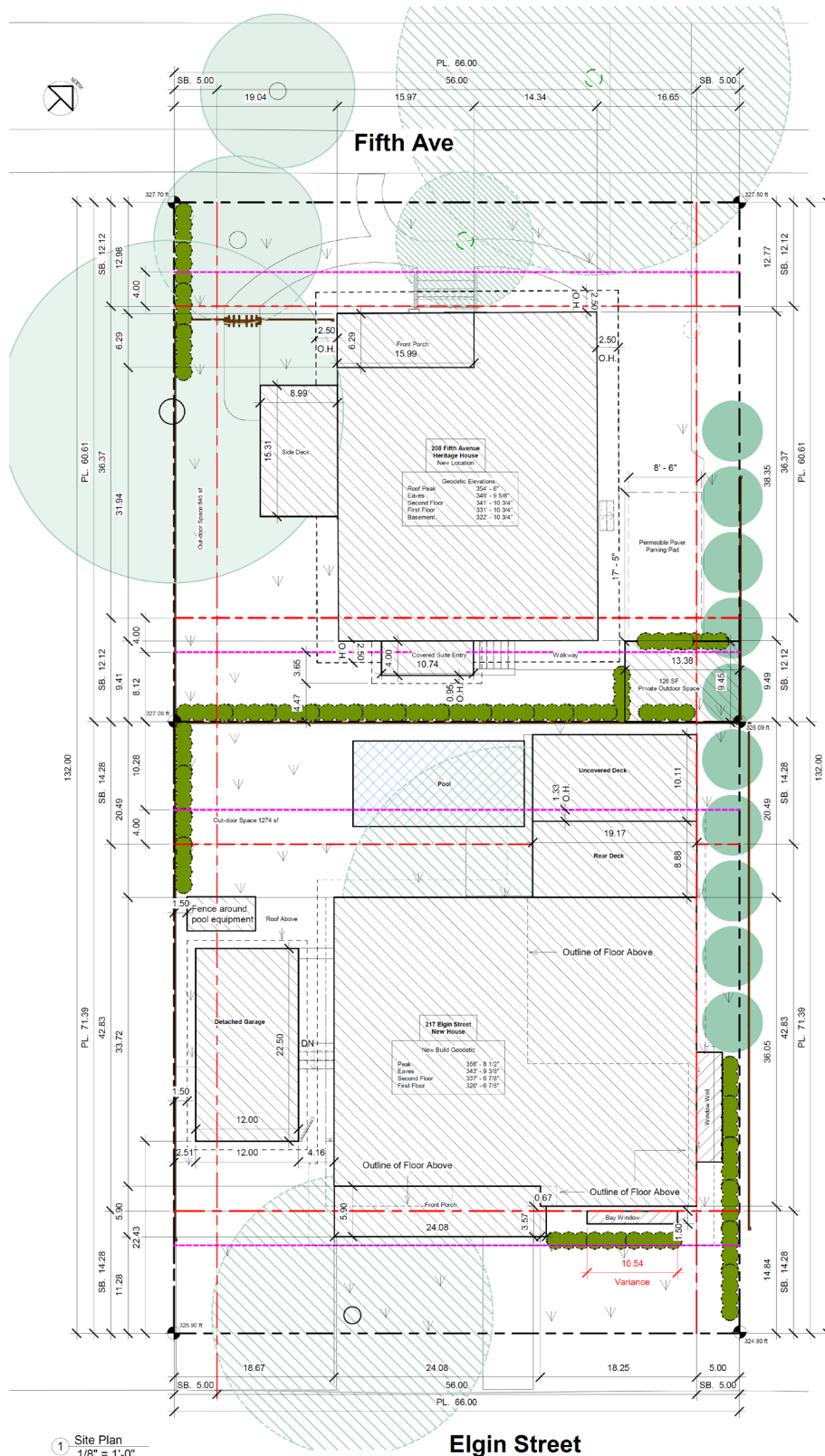
THE CORPORATION OF THE CITY OF NEW WESTMINSTER
by its authorized signatories:

Mayor Jonathan X. Cote

Jacqueline Killawee, City Clerk

APPENDIX 1

SITE PLAN



1 Site Plan
 1/8" = 1'-0"

APPENDIX 2
CONSERVATION PLAN

Heritage Conservation Plan

Calbicks House, 208 Fifth Avenue, New Westminster, BC

October 19, 2021



Fig. 1: Calbicks House, 208 Fifth Avenue, New Westminster, BC, 2019. (Source: Cummer)

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1.0 Location

The subject house, Calbicks House, is an Edwardian-era one and a half storey, wood-frame cottage with concrete foundation located at 208 Fifth Avenue, in the Queen's Park Heritage Conservation Area of New Westminster (Fig. 2). This is the area located between Sixth Avenue in the north, First Street in the east along with the 75.5 acre area of Queen's Park, Queens Avenue in the south and Sixth Street in the west.



Fig. 2: Map of the area surrounding 208 Fifth Avenue, which is outlined in yellow. (Source: City of New Westminster Map Viewer, CityViews, 2019)

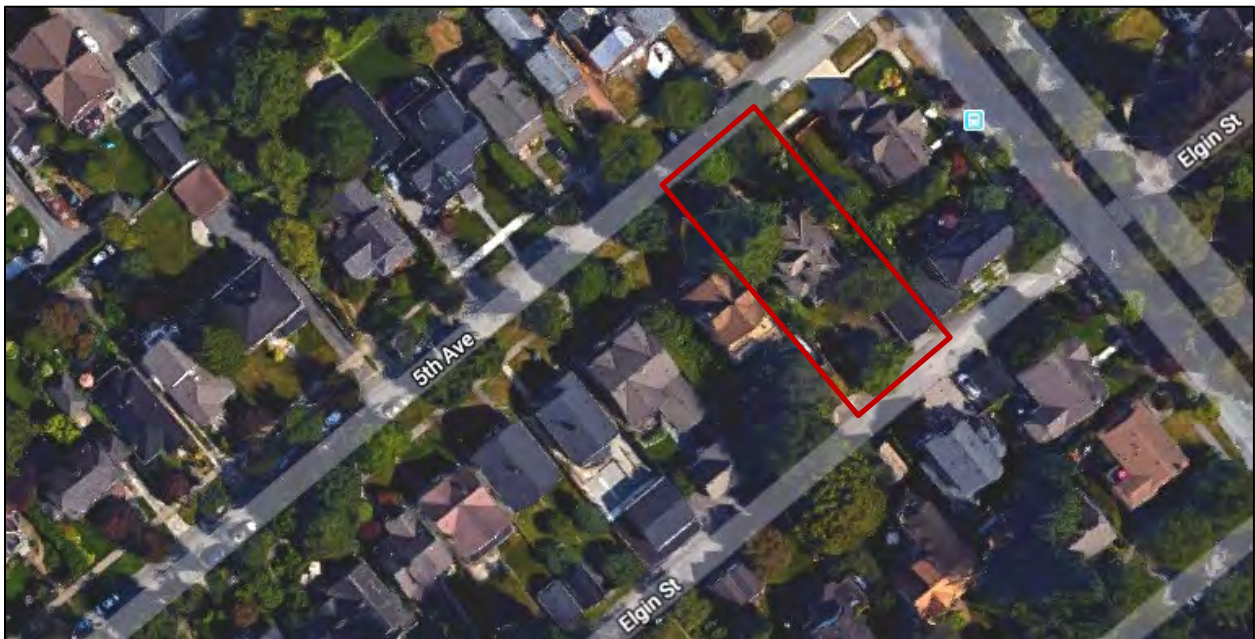


Fig. 3: Aerial view of the surrounding neighbourhood of 208 Fifth Avenue, outlined in red. (Source: Google, 2019)

2.0 Historic Brief

Although situated on the land of the Qayqayt First Nation and the Coast Salish people, the colonial history of New Westminster dates back to 1859, when the British Royal Engineers surveyed the area that was to be the new colonial capital of the crown colony of British Columbia (Hainsworth and Freund-Hainsworth 2005, pp. 18-19). They overlaid a grid pattern on the natural topography of the area (Fig. 4a), parallel to the Fraser River (Mather and McDonald 1958, p. 22). The design, still present today, had the streets running up the hill, perpendicular to the river, and the avenues across the area, parallel to the river. The head engineer, Colonel Richard Moody, envisioned a formally planned “Garden City” with prominent public parks and elegant wide avenues (Wolf 2005, pp. 18-20).

“The Royal Engineers marked out the area now known as Queen’s Park including road allowances for wide streets and landscaped boulevards, land reserves, and squares in 1859. The next year the Royal Engineers surveyed 75.5 acres for what became Queen’s Park itself. The area very soon began to attract merchants and entrepreneurs seeking a prestigious location away from the noise and pollution of the downtown and river front.” (DCD *et al.* 2009, p. 41). The subject property, at 208 Fifth Avenue, is located in the northeast quadrant of the residential portion of this area.

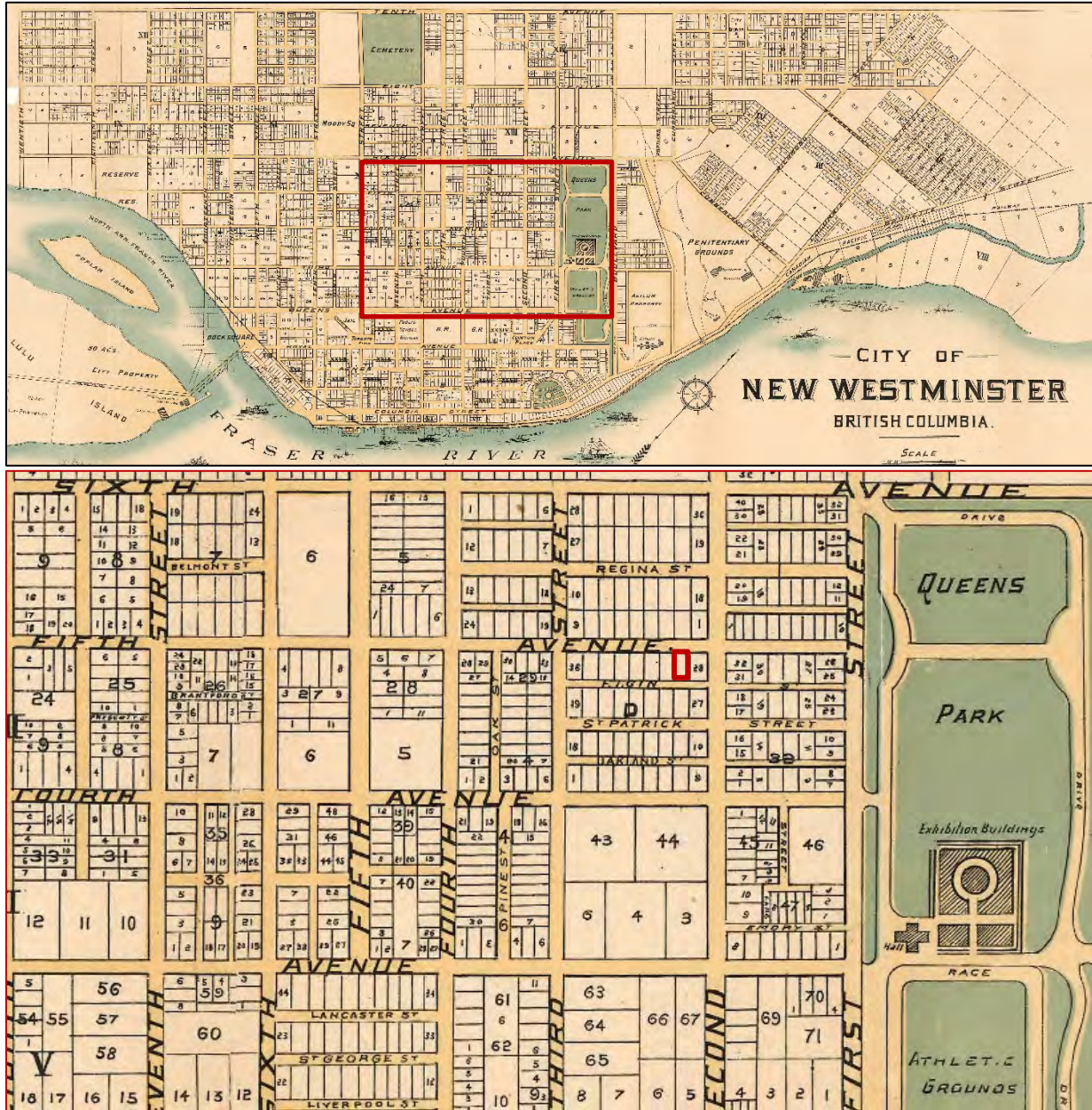
In its early history, New Westminster experienced two major building booms. The first beginning in the 1880s with the extension of the Canadian Pacific Railway line and the second in the 1900s, following the destructive fire of 1898 that destroyed much of Downtown (Mather and McDonald 1958). The house at 208 Fifth Avenue is a product of the latter Edwardian-era boom, associated and connected with the economic growth and development in the Lower Mainland region prior to World War I. By this time, Queen’s Park “was filled up as an elite residential neighbourhood. In 1906 Queen’s Park acquired paved street and concrete sidewalks, in 1912 a sewer system, and a year later street curbs, making it the first fully serviced neighbourhood in New Westminster. 1912 also saw the design of the landscaped boulevards on 2nd and 5th Streets” (DCD *et al.* 2009, p. 42). The larger context of the house within the City of New Westminster (Figs. 4a and 4b) and this development boom is discernible in comparing an earlier 1892 map to a 1913 Fire Insurance Map (Figs. 5a and 5b).

As outlined in the “Historical Context Statement” for the Queen’s Park neighbourhood:

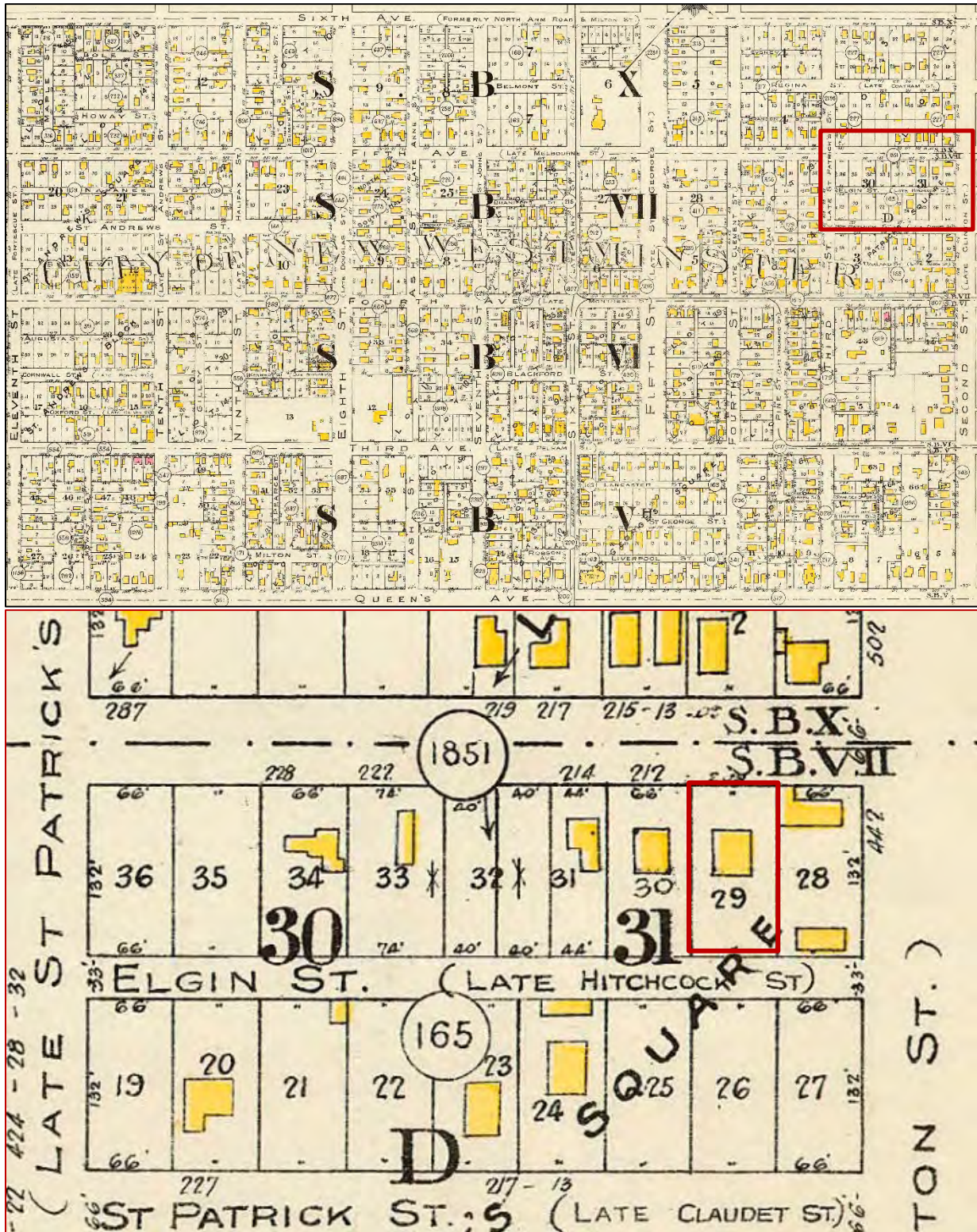
The Queen’s Park neighbourhood is of aesthetic value primarily for its outstanding stock of houses and older apartments in a variety of stately traditional styles set in a landscape of mature trees, shrubs, and planted borders. Its streets are aesthetically valued for their variety - from the tiniest of lanes to the grandest of boulevards with planted medians - and variety of pavements with great physical character. The intimate parks that are the legacy of the Royal Engineers in the neighbourhood are of aesthetic and social value, giving the area specific unique character. The area’s aesthetic importance lies in part in the relative physical cohesion brought about through the deployment of a common palette of materials commonly found in late 19th and early 20th Century housing.

Queen’s Park is of cultural value for its association with the city’s establishment and its role as the most prestigious residential area in the city. It is valued as the historical centre of governmental and military power. Its attention-getting grand housing (often given names) claimed the area for the city’s elite. Its residents still figure prominently in civic affairs, playing a central role in foundation of city-wide heritage preservation society and a wider consciousness of the value of heritage in the province. (DCD 2009, p. 40)

It is interesting to note that, as revealed in the research findings (section 4.0 of this report), despite this more “prestigious” quality to the neighbourhood, the original residents of 208 Fifth Avenue were more modest, working-class individuals. The house’s original owner and first resident from 1910 to 1955, Charles Calbick, was an electrician, while his son, Garth Calbick, owner and resident of the house from 1956 to 1965, was a janitor. These facts contribute to the place’s significance, as outlined in Section 3.0 of this report below.



Figs. 4a and 4b: Fig. 4a (above) shows the City of New Westminster, 1892. In Fig. 4a (above), the neighbourhood of 208 Fifth Avenue is outlined in red. Its lot is outlined in bolded red in Fig. 4b (below). (Source: City of Vancouver Archives, AM1594-MAP 617)



Figs. 5a and 5b: Fire Insurance Map of New Westminster, 1913. In Fig. 5a (above), the neighbourhood of 208 Fifth Avenue is outlined in red. The property is outlined in bolded red in Fig. 5b (below). (Source: City of Vancouver Archives, 1972-472.07, Plate 120)

3.0 Statement of Significance

The following is the Statement of Significance of the Calbicks House, located at 208 Fifth Avenue.

3.1 Description of Historic Place

This historic place, Calbicks House, is an Edwardian-era one and a half storey wood-frame cottage with bevelled and combed horizontal wood siding and a concrete foundation. It has a hipped roof and centred-hipped dormer with a slight bell-cast flare to its eaves. Its partial-width porch is set under the main roof and supported by classical columns, with its front door placed in the middle. The house is located in the northeast quadrant of the Queen's Park neighbourhood on Fifth Avenue near Second Street.

3.2 Heritage Value of Historic Place

Built in 1910, Calbicks House has heritage value for its aesthetic, historic and cultural significance. This house is among the many varied surviving examples represented in the Queen's Park Heritage Conservation Area, which boasts a range of ages, styles and scales. This one section of Fifth Avenue in fact has an example from almost every decade dating back to the 1890s, with this house as one of the few surviving smaller scale examples from the 1910s. It also boasts a rather unique mid-century bevelled and combed cedar siding that is not often surviving to today. This uniqueness in the landscape contributes to the place's significance.

Designed and built in 1910 by Robert Lane, the building has historic value for being representative of the Edwardian-era building boom that took place in New Westminster. It also connects to the final stages of developing the Queen's Park neighbourhood, being largely contemporaneous with the inputting of modern amenities such as the paved street and concrete sidewalks that went in in 1906, the sewer system and landscaped boulevards in 1912 and the street curbs in 1913; making it the first fully serviced neighbourhood in New Westminster. The Calbicks House also has further significance for its association with the Calbick Family; a family connected to New Westminster dating back to the 19th century. The first and longest staying resident of 208 Fifth Avenue was Charles Calbick, an electrician, who lived in the house from 1910 to 1955. His son, Garth Calbick, a janitor, continued to live in the house from 1956 to 1965.

3.3 Character Defining Elements

Key elements that define the heritage character of the Calbicks House at 208 Fifth Avenue include:

- Its location in the Queen's Park neighbourhood.
- Its setting in a well-tended and manicured lot.
- Its residential form, scale and massing as expressed by its one and a half storey height.
- Its boxy quality, its hipped roof and hipped dormer with bell-cast flare to its eaves, its partial-width porch with classical columns and its centred front door.
- Its bevelled and combed cedar siding.
- Its double-hung horned wood windows featured on the sides and front of the house, including its prominent front window that boasts the decorative upper sashes that are lozenge pattern lights with textured/coloured glass. Its square, frosted glass, wood-framed windows on its western side and its square wood-framed windows on its eastern side.
- Its simple brick chimney placement and design (particularly its traditional cap).
- Its overall minimal ornamentation.

4.0 Research Findings

Neighbourhood: Queen's Park

Address: 208 Fifth Avenue

Folio: 06684000

PID: 001-664-212

Postal Code: V3L 1R4

Legal Plan: NWP2620

Legal Description: Lot 29; Block 7; New West District; Plan NWP2620

Zoning: Single Detached/RS-4

Site Area: 809.37 sqm

Date of completion: 1910

Architect/Builder/Designer: Robert Lane

The following tables are a consolidated summary of the residents of 208 Fifth Avenue, as determined from the available city directories for New Westminster, as well as a list of the construction dates of the surrounding properties, illustrating the range of ages to the street.

Table 1: Consolidated list of the occupants of 208 Fifth Avenue from the available city directories (Source: BC Archives Library; New Westminster Archives; and Vancouver Public Library)

Year(s)	Name(s)	Occupation (if listed)
1910 to 1955	Charles Calbick	Electrician
1956 to 1964/65	Garth Calbick	Janitor
1966 to 1970	Henry Cairns and Elsie Evanisky	Not listed
1971 to 1973	Evanisky	Not listed
1979	Bart and Maureen Van der Belt	Not listed
1991	Ken Oreskovich	Not listed

Table 2: Consolidated list of the construction dates for the houses surrounding 208 Fifth Avenue, New Westminster, BC. (Source: BC Assessment)

Address	Year Built	Configuration
442 Second Street	2008	4 bedrooms, 4 bath
436 Second Street	1895	3 bedrooms, 2 bath
208 Fifth Avenue	1910	3 bedrooms, 2 bath
212 Fifth Avenue	1910	5 bedrooms, 3 bath
214 Fifth Avenue	2005	4 bedrooms, 4 bath
216 Fifth Avenue	1924	4 bedrooms, 4 bath
220 Fifth Avenue	1929	4 bedrooms, 5 bath
222 Fifth Avenue	2018	4 bedrooms, 3 bath
224 Fifth Avenue	1940	3 bedrooms, 2 bath
228 Fifth Avenue	1895	2 bedrooms, 2 bath
232 Fifth Avenue	1937	4 bedrooms, 2 bath
236 Fifth Avenue	1979	4 bedrooms, 4 bath
439 Third Street	1912	4 bedrooms, 3 bath
435 Third Street	1912	4 bedrooms, 2 bath

5.0 Archival Photographs



Fig. 6: Queen's Park neighbourhood, 1918, taken in the 300 block of Second Street (around the corner and a block away from 208 Fifth Avenue), showing the range of different house forms and styles present in the neighbourhood. (Source: New Westminster Archives, IHP1115)



Fig. 7: The only available historical photograph of 208 Fifth Avenue, 1982. (Sources: New Westminster Archives, IHP14546)

6.0 Current Photographs



Fig. 8: Front view of Calbicks House at 208 Fifth Avenue, 2019, illustrating the hipped dormer, hipped roof with slight bell-cast flared eaves, the partial-width porch and classical columns, with centred front door. (Source: Cummer)



Fig. 9: Partial front and eastern side view of Calbicks House at 208 Fifth Avenue, 2019, highlighting its hipped roof. (Source: Cummer)



Fig. 10: Back view of Calbicks House at 208 Fifth Avenue, 2019, showing the later addition that will be removed. (Source: Cummer)



Figs. 11 and 12: Western side view of Calbicks House at 208 Fifth Avenue, 2019, from the back (left, Fig. 11) and the front (right, Fig. 12). Note the double-hung horned wood windows and the square wood windows. (Sources: Cummer)

7.0 Conservation Objectives

Calbicks House, at 208 Fifth Avenue, will be moved slightly northeast within its property lines (Fig. 13a) to allow for its lot to be subdivided for a sympathetic new build at the back (Fig. 13b), with restoration and rehabilitation work carried out on the heritage house (Fig. 14). An additional rear dormer will be added at the back, adding continuity and unifying the back roofline, as well as an additional eastern side dormer to match the existing western side dormer, adding symmetry to the property. These additions will maintain and respect its characteristic boxy exterior. The proposed work would allow for a continued residential use, with improved living space at the back, and does not affect the Heritage Values nor the Character Defining Elements of this historic place.

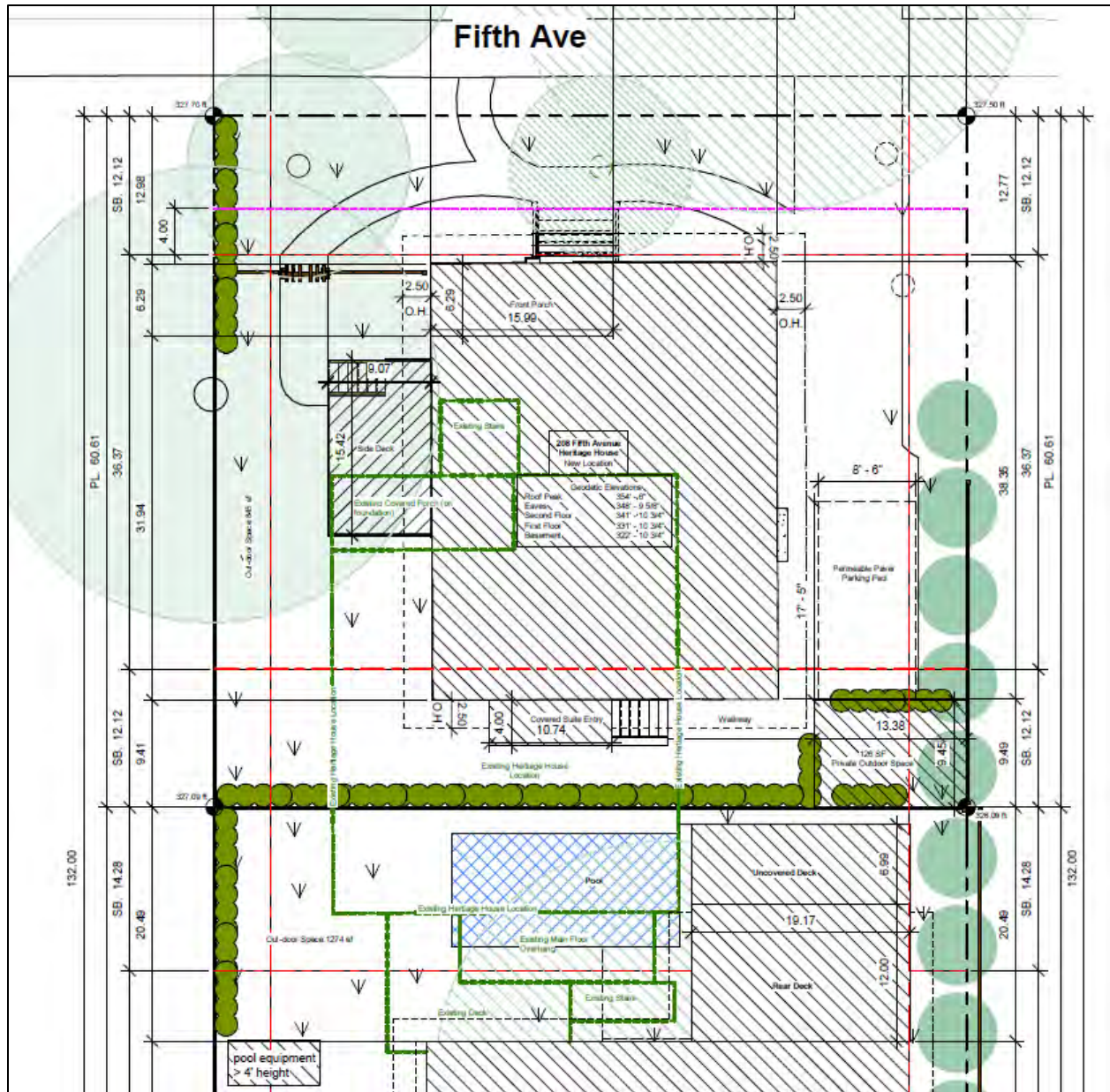


Fig. 13a: Proposed new location for 208 Fifth Avenue. Note the hashed green lines illustrate the current location of the house and the solid black lines shows the new location. (Source: D3 Dimension, Drafting and Design Inc.)

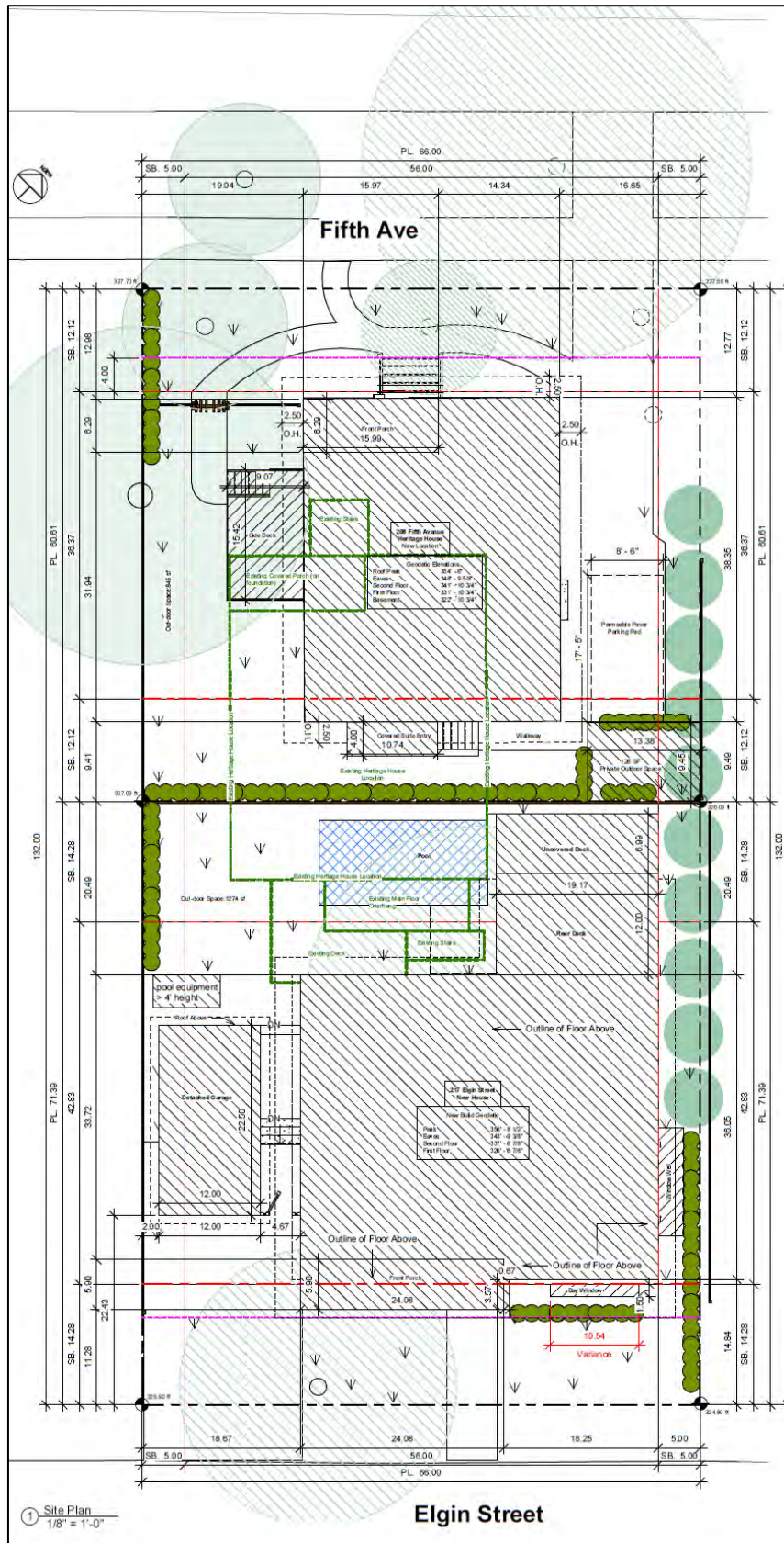


Fig. 13b: Site plan illustrating the proposed subdivision of 208 Fifth Avenue to facilitate a new build construction at the back of the lot, front Elgin Street. (Source: D3 Dimension, Drafting and Design Inc.)



Fig. 14: Proposed revitalization of Calbicks House, at 208 Fifth Avenue, 2021. (Source: D3 Dimension, Drafting and Design Inc.)

Preservation, Restoration and Rehabilitation are the conservation objectives for the building. Specifically, preservation of the windows, restoration of the lower back configuration of the building by removing the later addition and rehabilitation of the siding and soffits.

As defined by the *Standards and Guidelines for the Conservation of Historic Places in Canada (2nd edition)*:

Preservation: The action or process of protecting, maintaining and/or stabilizing the existing materials, form and integrity of an historic place or of an individual component, while protecting its heritage value.

Restoration: The action or process of accurately revealing, recovering or representing the state of a historic place or of an individual component, as it appeared at a particular period in its history, while protecting its heritage value.

Rehabilitation: The action or process of making possible a continuing or compatible contemporary use of an historic place or of an individual component, through repair, alterations, and/or additions, while protecting its heritage value. (Canada's Historic Places 2010, p. 255)

8.0 Building Description

This building, Calbicks House, is an Edwardian-era one and a half storey, wood-frame cottage with bevelled and combed horizontal wood siding and a concrete foundation. It has a hipped roof and hipped dormer with a slight bell-cast flare to its eaves. Its partial-width porch is set under the main roof and supported by classical columns, with its front door placed in the middle. It has double-hung horned wood windows featured on the sides and front of the house. Its most prominent, visible window is a triple window assembly comprised of three double-hung horned wood windows with decorative upper sashes that are lozenge patterned lights with mostly textured glass and a few green stained-glass panels. It also has square, frosted glass wood windows on its western side and square wood windows on its eastern side.

9.0 Condition Assessment

Overall, the exterior of Calbicks House appears to be in good condition. That being said, there are certain areas needing attention, as discussed below.

9.1 Structure

The front exterior of Calbicks House appears to be in good condition (Fig. 15), however, the back addition is in somewhat poor condition, with some levels of deterioration visible (Figs. 16 and 17). Considering the back addition will be removed as part of this conservation work, the poorer condition of this aspect of the building is of less concern.



Fig. 15: Partial front and eastern side view of Calbicks House at 208 Fifth Avenue, 2019, illustrating its overall good condition. (Source: Cummer)



Figs. 16 and 17: Fig. 16 (left) shows the southwestern back view of Calbicks House at 208 Fifth Avenue, 2019, and Fig. 17 (right) shows the southeastern back view, illustrating some of the deterioration. (Sources: Cummer)

9.2 Foundations

Overall, the condition of the walls and building envelope, from roof to foundation, appears to be good (Fig. 18). Please note an interior inspection was not conducted. It is understood that the house will be put on a new foundation following its relocation.



Fig. 18: Eastern side view of Calbicks House at 208 Fifth Avenue, 2019, illustrating its foundation. (Source: Cumber)

9.3 Wood Elements

The visible, exterior wood elements of the front porch, windows and siding are, for the most part, in good condition (Fig. 19). There are simply some sections of the siding in need of repair and/or maintenance, as discussed in the relevant section below. Please note an internal inspection was not conducted to inspect the internal timber elements. These should also be inspected by a structural engineer to confirm their integrity and stability, prior to moving the house.



Fig. 19: Northwestern front and side view of Calbicks House at 208 Fifth Avenue, 2019, illustrating the overall good condition of its exterior wood elements. Note the landscaping possibly growing too close to the foundations, as discussed in section 9.9 below. (Source: Cumber)

9.4 Roofing and Waterworks

The average roof life is approximately 15 years, with the potential to last 30 years with proper care and maintenance. The current roof is in fair condition. It is recommended to replace the current roof and to ensure the gutters are cleaned and in good operation (if they are not also replaced at the same time). It is also encouraged that during this work, the unsympathetic skylight be removed (Fig. 20).



Fig. 20: Eastern side view of the roof of Calbicks House at 208 Fifth Avenue, 2019, with the unsympathetic skylight visible in the middle. (Source: Cummer)

9.5 Chimneys

It appears there are two chimneys currently on the house and they seem, externally, in good condition. On the eastern side of the house, there is a fairly tall and prominent metal chimney stack on the outer edge of the building's roof plane and a smaller one with intact chimney cap nearer the back, in the middle of the hipped roof line (Fig. 21).



Fig. 21: Front view of the roof of Calbicks House at 208 Fifth Avenue, 2019, with the taller chimney visible in the foreground and the smaller along the roof line. (Source: Cummer)

9.6 Windows and Doors

Considering the age of the building, the windows and doors are in good condition, overall. Most of the windows (their frames, sashes and hardware) appear to be the original ones from 1910, particularly the double-hung horned wood windows (Figs. 22 to 24) and some of the square ones (Figs. 25 and 26). While the condition of the windows is, for the most part, good, there are areas that could be touched up and repaired, such as the upper casing of the square windows on the western side of the building, as illustrated in Fig. 25 below.

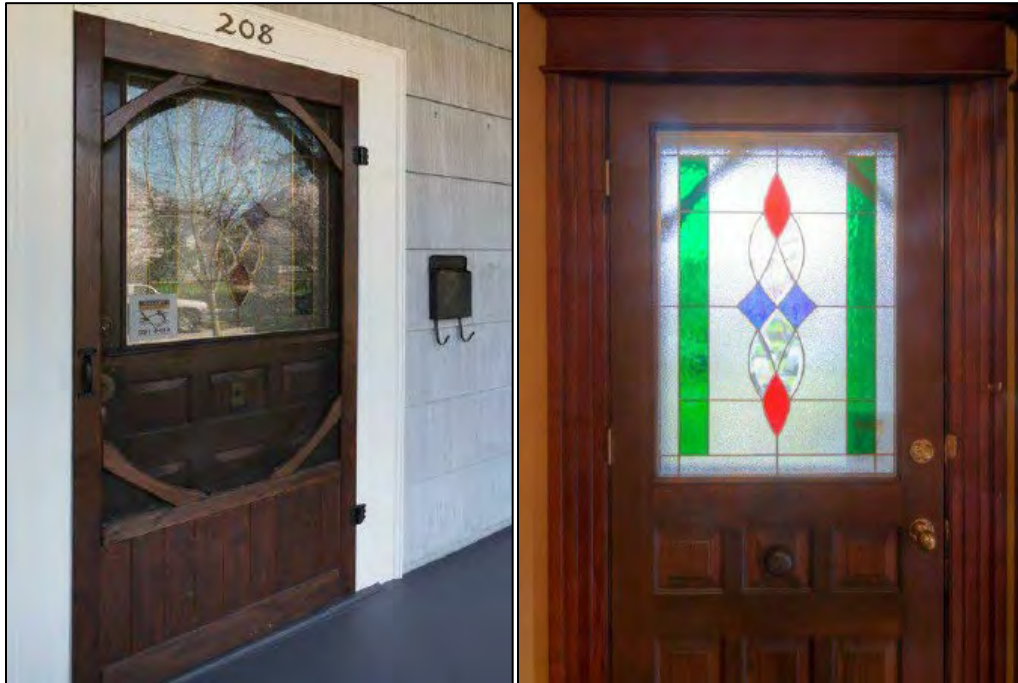


Figs. 22 to 24: Fig. 22 (upper left) shows the eastern side windows of Calbicks House at 208 Fifth Avenue, 2019; Fig. 23 (upper right) shows some of the western side windows; Fig. 24 (bottom) shows the triple window assembly of double-hung horned wood windows with decorative upper sashes at the front of the house. (Source: Cummer)



Figs. 25 to 26: Fig. 25 (left) shows one of the western side frosted glass square windows of Calbicks House at 208 Fifth Avenue, 2019; Fig. 26 (right) shows one of the eastern side square windows, with possibly replaced glass. (Sources: Cummer)

As for the front door, considering the style and design (wood with a frosted/stained glass window), it may not be the original door, but an early update, possibly from the 1930s (Figs. 27 and 28). No matter its time period, it is in good condition and should be preserved, preferably as exposed wood rather than painted, as would be appropriate for its era.



Figs. 27 to 28: Fig. 27 (left) shows the exterior view of the front door of Calbicks House at 208 Fifth Avenue, 2019; Fig. 28 (right) shows the interior view of the front door, with its stained glass more clearly visible. (Sources: D3 Dimension, Drafting and Design Inc.)

9.7 Cladding and Trimwork

As mentioned above, some sections of the wood siding are in need of repair and maintenance (Fig. 29), particularly at the back of the building. This is also the case for some of the fascia boards and soffits (Fig. 30). They are not in terrible condition, currently, but should be addressed in a timely manner.



Figs. 29 and 30: Fig. 29 (left) shows the southwestern corner of Calbicks House at 208 Fifth Avenue, 2019, illustrating one area of the wood siding in need of repair; Fig. 30 (right) shows the southeastern corner soffit and fascia boards in need of minor maintenance. (Sources: Cummer)

9.8 Finishes

The finishes of the house are in good condition, for the most part, with few areas currently requiring attention.

9.9 Landscaping

The landscaping on site is, overall, well maintained at a distance from the main house structure. The inclusion of a gravel bed surrounding the house is to be commended and encouraged as this ensures the foundations of the building are better protected, particularly from any encroaching landscaping and with improved drainage. The only area to be careful with regards to the landscaping is at the front, where some plantings are possibly growing too close to the structure, with potential for damage to the foundations of the building (Fig. 19 above). Further investigation should be explored and remedies considered, if needed.

Despite these minor issues and concerns stated above, the overall condition of the property is good.

10.0 Recommended Conservation Procedures

10.1 Structure – Preservation

- The main one and a half storey hipped roofed structure will, for the most part, be **preserved**. It is understood that the framed walls of the basement will be deconstructed and rebuilt on a new foundation, after the house is moved.

10.2 Foundations – Rehabilitation

- It is understood that due to the house's relocation it will be moved onto a new foundation.

10.3 Wood Elements – Preservation and Restoration

- As addressed in greater detail in the relevant sections below (in particular, roofing, windows and cladding), the wood elements should be **preserved** where possible and **restored (repaired, maintained or replaced in-kind)**, as needed.

10.4 Roofing and Waterworks – Rehabilitation and Restoration

- On account of its age, the roofing should be replaced. The unsympathetic skylight on the eastern side of the house should be removed, **restoring** the original look of the roof.

10.5 Chimney – Preservation

- The original brick chimney, with intact chimney cap, should be **preserved**, if possible (or, if needed, rebuilt after the house is moved). If the latter is required, the chimney should be dismantled to the roofline and the bricks should be cleaned to be re-used for rebuilding the chimney with its original bricks, as much as possible.
- The metal chimney stack will be removed, due to condition concerns and an aesthetic preference to simplify the look of the house from the front. This is deemed acceptable since it is unlikely this metal chimney stack is original.

10.6 Windows and Doors – Preservation

- The double-hung horned wood windows of Calbicks House are the original 1910 windows and should be **preserved**.
- The square wood windows, particularly with the frosted glass, also appear to be original and should be **preserved**, where possible.
- With some of the proposed changes to the building (such as the back restoration and the new deck), the current placement of the windows are impacted. These windows will be installed elsewhere on the building (as opposed to installing new windows throughout). This allows for these original elements to be repurposed and **preserved** on their original building (as opposed to being salvaged/recycled for another project/building or, worse, ending up in a landfill). The following figures outline the proposed location and placement of the repurposed and preserved windows (Figs. 31 to 34).



Fig. 31: Front view of Calbicks House, at 208 Fifth Avenue, 2021, highlighting the window proposal for this façade. Note the numbered windows are those that will be unchanged and preserved in-situ. (Source: D3 Dimension, Drafting and Design Inc.)



Fig. 32: Eastern side view of Calbicks House, at 208 Fifth Avenue, 2021, highlighting the window proposal for this façade. Note the lettered windows are those that will be preserved, but relocated. (Source: D3 Dimension, Drafting and Design Inc.)



Fig. 33: Back view of Calbicks House, at 208 Fifth Avenue, 2021, highlighting the window proposal for this façade. Note the lettered windows are those that will be preserved, but relocated. (Source: D3 Dimension, Drafting and Design Inc.)



Fig. 34: Western side view of Calbicks House, at 208 Fifth Avenue, 2021, highlighting the window proposal for this façade. Note the numbered windows are those that will be unchanged and preserved in-situ and the lettered windows are those that will be preserved, but relocated. (Source: D3 Dimension, Drafting and Design Inc.)

- If there are concerns with regards to the performance of the original windows, an immediate measure to allow for better protection of them (while address heating and sound issues), is to install exterior wood storm windows on them. This would be the best conservation approach for their long-term preservation, if so desired.
- If this route is taken, the proposed storm windows should be traditional wood storm windows: Single pane, single light and of similar sash dimension to the window sash itself, to minimise the visual impact on the building and to allow the windows to continue to be visible on the exterior. They should be painted the same colour as the current. Dimensions should be the same as the window sash as per the proposed, historically appropriate colour scheme, outlined below. An ideal storm window design will be hinged so that in the summer the top part can be opened to allow for ventilation and they can be removed when repair and maintenance of the storms or the windows is needed. This is a reversible measure that would immediately benefit the building, providing greater protection to the house and improving its performance in relation to temperature control, energy efficiency and also from a noise perspective.
- The front door should be **preserved**, remaining with a wood stain colour (as opposed to being painted).

10.7 Cladding and Trimwork – **Preservation** and **Rehabilitation**

- The horizontal, bevelled and combed cedar siding should be **preserved** as much as possible and **rehabilitated** in the few areas requiring repair.
- Similar to the windows, the original siding should be salvaged and repurposed as much as possible from the areas that will be altered, such as with the removal of the later back addition. These materials can be used to rehabilitate the areas requiring attention, such as at the back of property, as well as for the additional, matching side dormer.

- As for the dormer extension at the back of the property, a new cedar shingle should be used for the cladding, ideally with a similar profile to the original, but with a distinguishable texture, to differentiate it from the preserved cladding.
- The fascia boards and soffits should be cleaned and **rehabilitated**, as needed.

10.8 Finishes – Restoration

- The current colour scheme does not need to be maintained. On account of its era, a proposed historically appropriate colour scheme should be inspired by the Edwardian trend of “mid-range to dark body colour with lighter trim” (VHF 2001, p. 4). An example of a typical colour scheme for this era is: “dark green body with buff trim & gloss black sash” (*ibid.*).
- The restored colour scheme should incorporate a combination of historical colours from the Benjamin Moore Historical True Colours Palette (VHF 2012), following a three-colour exterior scheme: a mid-range tone body colour (VC-12 to VC-34), a lighter trim colour (VC-1 to VC-11); and gloss black sash (VC-35). VC-16 (Comox Sage) could be an appropriate green for the body, VC-1 (Oxford Ivory) for the trim and VC-35 (Gloss Black) for the sash.
- Follow Master’s Painters’ Institute, Repainting Manual procedures, including removing loose paint down to next sound layer, clean surface with mild TSP solution with gentlest means possible and rinse with clean water; do not use power-washing.

10.9 Landscaping

- Once the house is moved, the gravel bed surrounding the house should be restored and the landscaping near the front of the house should be replanted, as desired. However, a minimum 2-ft clearance between the vegetation and the building face is preferable to ensure there is sufficient space from the foundation to remove any threat to the foundation or the building’s finishes over time.

11.0 Proposed Alterations and Future Changes

11.1 Proposed Alterations

The major proposed changes to this house are:

- 1) Moving the house northeast within the property lines onto a new foundation, with increased basement height dug into the ground (not affecting the exterior height of the building);
- 2) Extending the rear dormer and adding an additional back dormer on the east side of the building to mirror the current dormer on the western side of the building; and
- 3) Building a small deck off the western side of the house.

Alterations 1) to 2) do not dramatically affect the visible design of the building, as viewed from the street. The proposed changes are considered a reasonable intervention given generally accepted conservation standards, rehabilitation needs and site conditions. The proposed changes do not affect the Heritage Values nor the Character Defining Elements of the building. Alteration 3) has more of a visual impact, as viewed from the street, however, it is fairly modest and will be behind fencing and landscaping and therefore less visible from the street. With this in mind, this proposed alteration is also considered a reasonable intervention, from a heritage conservation perspective.

11.2 Future Changes

Changes to the building's configuration, particularly any additions, should be carefully considered for minimal effect on the Heritage Values as embodied in the Character Defining Elements (CDEs) listed in the building's Statement of Significance (section 3.0 above) and should be in keeping with the *Standards and Guidelines for the Conservation of Historic Places in Canada (2nd Edition)*, particularly Standards 11 and 12, (Canada's Historic Places 2010, p. 23) as well as the Queen's Park HCA Design Guidelines (City of New Westminster 2017).

12.0 Maintenance Plan

Following completion of the outlined conservation work, the owner must maintain the building and land in good repair and in accordance with generally accepted maintenance standards. All work should follow the *Standards and Guidelines for the Conservation of Historic Places in Canada (2nd Edition)*. The Local Government determines the acceptable level or condition to which the heritage building is maintained through the *Heritage Maintenance Bylaw* (CCNW 2018). As with the Heritage Conservation Plan, the maintenance standards apply only to the exterior of the building.

As general upkeep is frequently overlooked and will lead to the deterioration of heritage resources, maintenance standards warrant special attention to help to extend the physical life of a heritage asset. Any building should be kept in a reasonable condition so that it continues to function properly without incurring major expenses to repair deterioration due to neglect. The most frequent source of deterioration problems is from poorly maintained roofs, rainwater works and destructive pests.

It is important to establish a maintenance plan using the information below:

12.1 Maintenance Checklist

- a. Site
 - Ensure site runoff drainage is directed away from the building.
 - Maintain a minimum 2-ft clearance between vegetation and building face and a 12-inch-wide gravel strip against the foundation in planted areas.
 - Do not permit vegetation (such as vines) to attach to the building.
- b. Foundation
 - Review exterior and interior foundations, where visible, for signs of undue settlement, deformation or cracking.
 - If encountered, seek advice from a professional Engineer, immediately.
 - Ensure perimeter drainage piping is functional.
 - Arrange a professional drainage inspection every three to five years.
- c. Wood Elements
 - Maintaining integrity of the exterior wood elements is critical in preventing water ingress into the building. Annual inspection of all wood elements should be conducted.
 - Closely inspect highly exposed wood elements for deterioration. Anticipate replacement in kind of these elements every 10 to 15 years.
 - Any signs of deterioration should be identified and corrective repair/replacement action carried out. Signs to look for include:

- Wood in contact with ground or plantings;
 - Excessive cupping, loose knots, cracks or splits;
 - Open wood-to-wood joints or loose/missing fasteners;
 - Attack from biological growth (such as moss or moulds) or infestations (such as carpenter ants);
 - Animal damage or accumulations (such as chewed holes, nesting, or bird/rodent droppings). These should be approached using Hazardous Materials procedures; and
 - Signs of water ingress (such as rot, staining or mould).
 - Paint finishes should be inspected every three to five years and expect a full repainting every seven to ten years. Signs to look for include:
 - Bubbling, cracks, crazing, wrinkles, flaking, peeling or powdering; and
 - Excessive fading of colours, especially dark tones.
 - Note all repainting should be as per the recommended historic colours in section 10.8 above.
- d. Windows and Doors
- Replace cracked or broken glass as it occurs.
 - Check satisfactory operation of windows and doors. Poor operation can be a sign of building settlement distorting the frame or sashes or doors may be warped.
 - Check condition and operation of hardware for rust or breakage. Lubricate annually.
 - Inspect weather stripping for excessive wear and integrity.
- e. Roofing and Rainwater Works
- Inspect roof condition every five years, in particular looking for:
 - Loose, split or missing shingles, especially at edges, ridges and hips;
 - Excessive moss growth and/or accumulation of debris from adjacent trees; and
 - Flashings functioning properly to shed water down slope, especially at the chimneys.
 - Remove roof debris and moss with gentle sweeping and low-pressure hose.
 - Plan for roof replacement at around 18 to 22 years.
 - Annually inspect and clean gutters and flush out downspouts. Ensure gutters positively slope to downspouts to ensure there are no leaks or water splashing onto the building.
 - Ensure gutter hangers and rainwater system elements are intact and secure.
 - Ensure downspouts are inserted into collection piping stub-outs at grade and/or directed away from the building onto concrete splash pads.
- f. General Cleaning
- The building exterior should be regularly cleaned depending on build up of atmospheric soot, biological growth and/or dirt up-splash from the ground.
 - Cleaning prevents build up of deleterious materials, which can lead to premature and avoidable maintenance problems.
 - Windows, doors and rainwater works should be cleaned annually.
 - When cleaning always use the gentlest means possible, such as soft bristle brush and low-pressure hose. Use mild cleaner if necessary, such as diluted TSP or Simple Green ©.
 - Do not use high-pressure washing as it will lead to excessive damage to finishes, seals, caulking and wood elements and it will drive water in wall assemblies and lead to larger problems.

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APPENDIX 3

CONFIRMATION OF COMMITMENT BY REGISTERED PROFESSIONAL

Date: _____

City of New Westminster

511 Royal Avenue

New Westminster, BC

V3L 1H9

Attention: Director of Development Services

Re: Heritage Revitalization Agreement for 208 Fifth Avenue

The undersigned hereby undertakes to be responsible for field reviews of the construction carried out at the captioned address for compliance with the requirements of Appendix 2 (Conservation Plan) of the Heritage Revitalization Agreement applicable to the property, which the undersigned acknowledges having received and reviewed, and undertakes to notify the City of New Westminster in writing as soon as possible if the undersigned's contract for field review is terminated at any time during construction. This letter is not being provided in connection with Part 2 of the British Columbia Building Code, but in connection only with the requirements of the Heritage Revitalization Agreement.

Registered Professional's Name

Address

Telephone No.

Signature or Seal

APPENDIX 4

CERTIFICATION OF REGISTERED PROFESSIONAL

Date: _____

City of New Westminster

511 Royal Avenue

New Westminster, BC

V3L 1H9

Attention: Director of Climate Action, Planning and Development

Re: Heritage Revitalization Agreement for 208 Fifth Avenue

I hereby give assurance that I have fulfilled my obligations for field review as indicated in my letter to the City of New Westminster dated _____ in relation to the captioned property, and that the architectural components of the work comply in all material respects with the requirements of Appendix 2 (Conservation Plan) of the Heritage Revitalization Agreement referred to in that letter. This letter is not being provided in connection with Part 2 of the British Columbia Building Code, but in connection only with the requirements of the Heritage Revitalization Agreement.

Registered Professional's Name

Address

Telephone No.

Signature or Seal

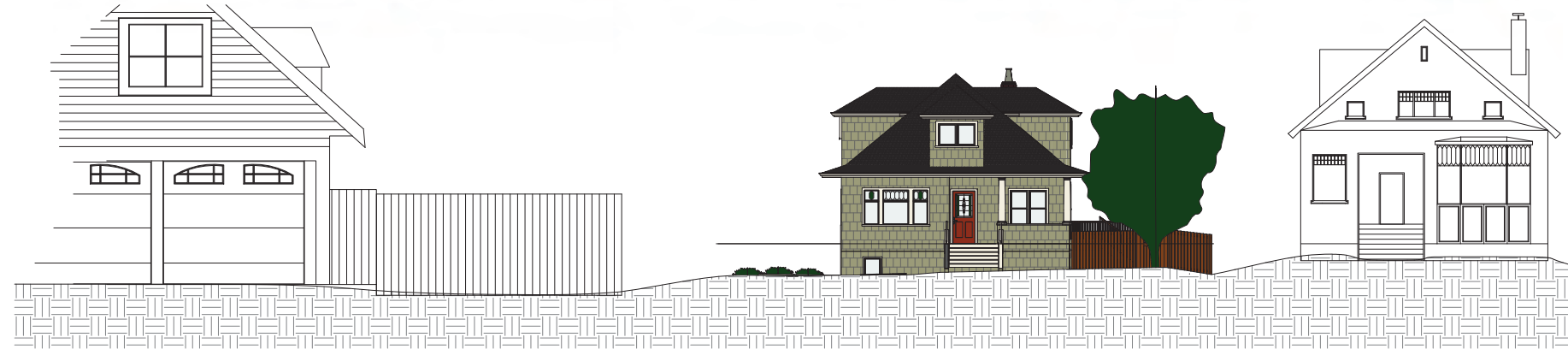
APPENDIX 5
APPROVED PLANS



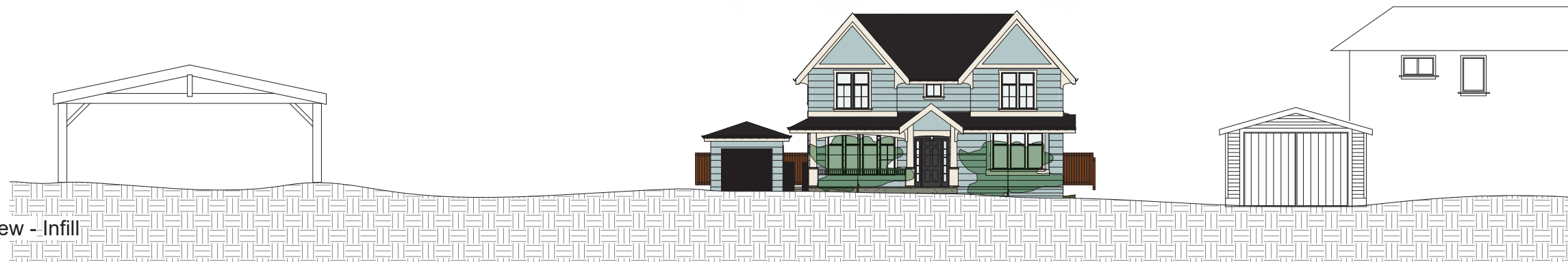
- Cover C0.0
- Streetscape C0.1
- Design Rationale C0.2
- Site & Zoning C0.3
- 3D C0.4
- Existing Pictures C0.5
- Heritage Floor Plans C0.6
- Heritage Basement Floor Plan C0.7
- Heritage Elevations C0.8
- Existing Elevations C0.8.1
- Existing Floor Plans C0.9
- Existing Heritage Upper Floor Plans C0.10
- New Build Floor Plans C0.11
- New Build Upper Floor Plans C0.12
- New Build Elevations C0.13
- Landscape C0.14
- Renders C0.15
- Heritage & New Build Areas and Calcs C0.16
- Window Schedules Heritage & New C0.17
- Plants C0.18
- New Build Detached Garage C300
- Heritage Simple Site Plan C400



www.d3design.ca



Street View - Heritage



Street View - Infill

No.	Description	Date

Gillian and Jim
208 Fifth Ave
Streetscape

Project number	1498
Date	October 22, 2021
Drawn by	Trenton Cowley
Checked by	Kirsten Sutton

C0.1
Scale 1" = 10'-0"

22-Oct-2021 10:55:56

DESIGN RATIONALE

Built in 1910, this building, Calbicks House, has historic value for being representative of the Edwardian era building boom that took place in New Westminster at the beginning of the 20th century. It is an Edwardian era one and a half storey wood-frame cottage with bevelled and combed horizontal wood siding and a concrete foundation. It has a hipped roof and centred-hipped dormer with a slight bell-cast flare to its eaves. Its partial-width porch is set under the main roof and supported by classical columns, with its front door placed in the middle. It has double-hung horned wood windows featured on the sides and front of the house. Its most prominent, visible window is a triple window assembly consisting of three double-hung horned wood windows with decorative upper sashes that are lozenge patterned lights, with mostly textured glass and a few green stained-glass panels. It also has square wood windows with frosted-glass on its western side and square wood windows on its eastern side. The house is located in the northeast quadrant of the Queen's Park neighbourhood on Fifth Avenue near Second Street.

The Goal of this HRA is to Preserve, Restore and Rehabilitate this home. It is important to preserve all the characteristic elements of this home, focusing on the prominent North West and North East faces of the house. Please find below the definitions as well as the actions we will be taking to achieve this goal.

Preservation: The action or process of protecting, maintaining, and/or stabilizing the existing materials, form, and integrity of an historic place or of an individual component, while protecting its heritage value.

1. Structure
2. Windows
3. Roof design- including roof flares and dormer treatment
4. Chimney
5. Exterior Trim
6. Front Door

Restoration: The action or process of accurately revealing, recovering, or representing the state of an historic place or of an individual component as it appeared at a particular period in its history, while protecting its heritage value.

1. Window repair as needed
2. Exterior trim
3. Removal of Skylight
4. Removal of late addition metal Chimney
5. Removal of back addition

Rehabilitation: The action or process of making possible a continuing or compatible contemporary use of an historic place or of an individual component through repair, alterations, and/or additions, while protecting its heritage value.

1. Densification of lot through subdivision
2. Relocation of home to allow for densification
3. New Foundation (main floor elevation to remain the same)
4. Relocation of heritage windows
5. Addition of rear and side dormers to mirror existing dormer on the south-west face.
6. Siding repair, as needed (siding on rear addition to be saved for replacement of damaged pieces)

FORM

Careful consideration was made when determining the shape and massing of the heritage asset, as well as the proposed Infill. Working with Katie Cummer of Cummer Heritage Consulting, our goal is to showcase 208 Fifth Avenue's features, while adding a subordinate additions that help to support the continued livability of this historic place. This being a modest rear and side dormer that replicates the existing South West dormer that will not affect the story-and-a-half feel of the home as seen from the street on Fifth Avenue. The proposed alteration follows the Queen's Park Heritage Conservation Area Design Guidelines.

SITING

208 Fifth Avenue will remain on its original site. To improve the sustainability of this property, the current single-family home will be moved north-east on the property; the current lot is rear fronted onto Elgin. Proposed through this HRA application is the subdivision of the rear portion of this lot to create an Elgin facing lot with a new home. The proposed infill house design is compatible in form, scale, and massing with the other historic houses that line both sides of Elgin street, but it is distinguished as a contemporary structure through subtle architectural detailing and finishes. The proposed siting changes will not affect the Heritage Values nor the Character Defining Elements of this historic place.

Character Defining Elements:

- Its location in the Queen's Park neighbourhood.
- Its setting in a well-tended and manicured lot.
- Its residential form, scale and massing as expressed by its one and a half storey height.
- Its boxy quality, its hipped roof and hipped dormer with bell-cast flare to its eaves, its partial-width porch with classical columns and its centred front door.
- Its bevelled and combed cedar siding.
- Its double-hung horned wood windows featured on the sides and front of the house, including its prominent front window that boasts the decorative upper sashes that are lozenge pattern lights with textured/coloured glass. Its square, frosted glass, wood-framed windows on its western side and its square wood-framed windows on its eastern side.
- Its simple brick chimney placement and design (particularly its traditional cap).
- Its overall minimal ornamentation.

STYLE

208 Fifth Avenue is a good example of an Edwardian-era cottage; a design that was popular in New Westminster in the early 20th century. It has a boxy quality to it with its hipped roof and centred hipped dormer, with a slight bell-cast flare to its eaves. This historic place features numerous intact double-hung, horned wood windows that are a prominent feature of this time period.

Elgin Street Infill home

As part of this HRA application, the applicant is seeking to subdivide the lot and build a new home fronting on Elgin Street. This new home's design is inspired by the traditional architectural character found in the Queen's Park neighbourhood. It features an intersecting hipped roof with twin traditional gables at the front, a centred entrance way with a covered front porch and horizontal siding throughout, complimenting the neighbouring properties that form the Elgin streetscape; particularly its direct neighbour at 206 Elgin Street. The new home features traditional design elements in its form, but can be identified as a contemporary building through its lack of ornamental statements, such as brackets or tapered columns. Its scale, massing, and materials are compatible with the historic houses on the subject block.



www.d3design.ca

***Information, excerpts, research, and documents provided by Katie Cummer of Cummer Heritage Consulting; please refer to her Heritage Conservation Plan and our Heritage Revitalization Package*

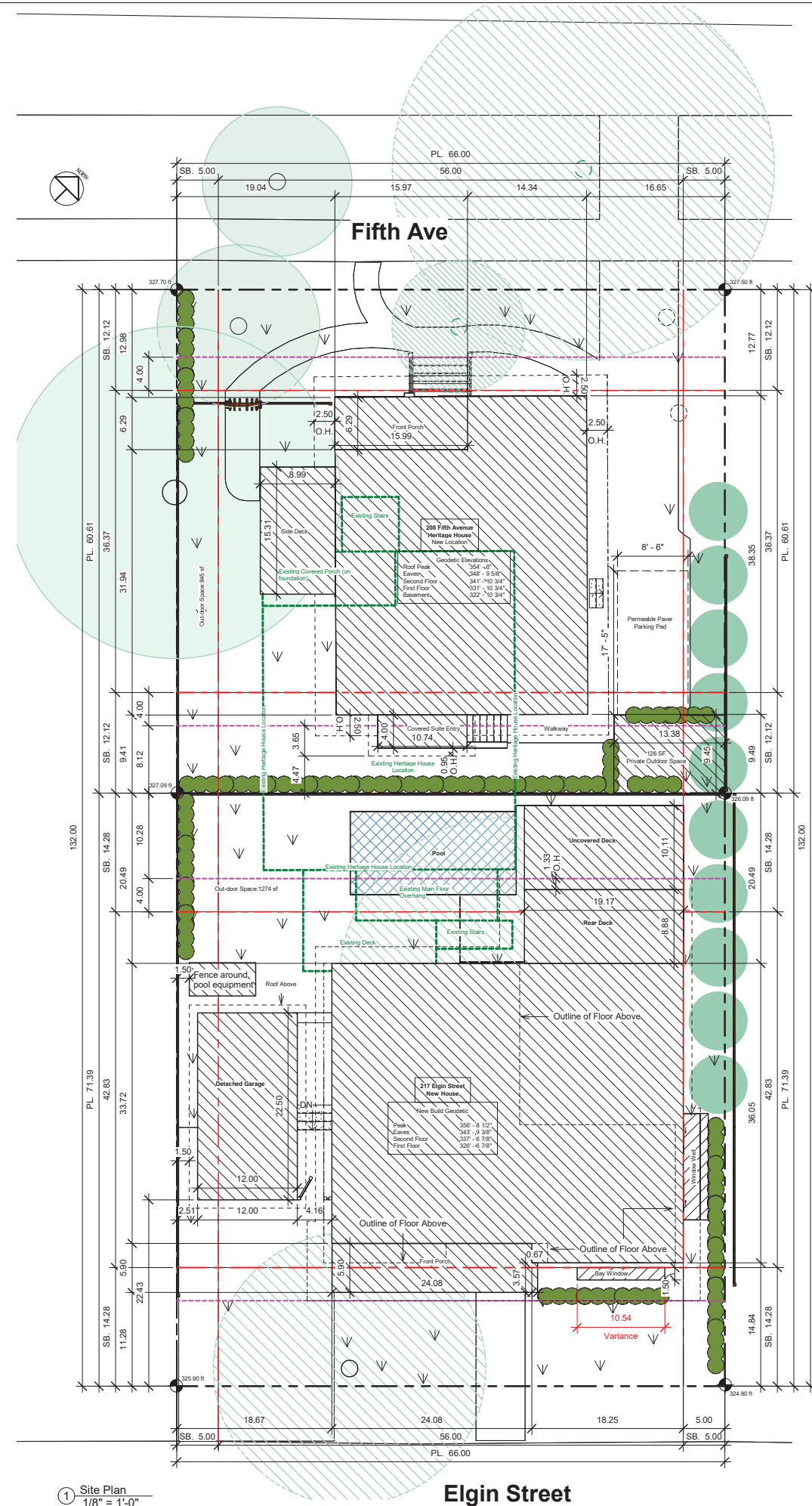
No.	Description	Date

Gillian and Jim
208 Fifth Ave
Design Rationale

Project number 1498
Date October 22, 2021
Drawn by Kirsten Sutton
Checked by Mary-Ann Cathcart

C0.2

Scale



① Site Plan
1/8" = 1'-0"

Project Information (SFD)

Property Owner	Jim and Gillian Jamieson	
Site Address	TBD	
Project Type	New SFD	
Jurisdiction Authority	City of New Westminster	
Legal Description	TBD	
PID	TBD	
Zone	RS-5	

CONSULTANTS

Surveyor	Target Land Surveying	604-524-6161
Designer	D3 Design	604-603-6747
Engineer		
Builder		
Energy Consultant		
Arborist	Woodridge Tree Consulting Arborists Ltd	778-847-0669

Zoning Analysis

Site	Notes
Lot Width	66.00 ft
Lot Depth	71.39 ft
Lot Size	4711.74 ft ² Variance
Step Code	Step Code 3

Primary Dwelling			
Coverage	Required/Allowed	Proposed	Notes
Principle Site Coverage	35% (1649.11 SF)	1478.43 SF	
Set Backs			
Front:	Required/Allowed	Proposed	Notes
Front:	14' - 3"	14.28 ft	
Front projection:	4' - 0"	4.00 ft	
Rear:	14' - 3"	20.49 ft	
Rear Setback Projection:	10' - 3"	10.25 ft	
Right Side:	5' - 0"	6.00 ft	
Left Side:	5' - 0"	17.70 ft	
Bay Window Width:	6.00 ft	10.54 ft	Variance
Floor Area			
	Required/Allowed	Proposed	Notes
Basement	416.56 SF	1478.43 SF	
First Floor	1470.06 SF	1478.43 SF	
Second Floor		1133.91 SF	
Total	0.64	0.64	
Floor Space Ratio	2426.55 SF	3020.53 SF	64%=Variance
Secondary Suite Area	N/A	N/A	
Attached Accessory Area			
	Required/Allowed	Proposed	Notes
Front Porch		144.45 SF	
Rear Deck		191.43 SF	
Total	471.17 SF (10%)	335.88 SF	
Detached Accessory Area			
	Required/Allowed	Proposed	Notes
Pool		200 SF	
Garage		270 SF	
Total	471.17 SF (10%)	470 SF	
Height			
	Required/Allowed	Proposed	Notes
Left Front Elevation		325.90 ft	
Right Front Elevation		324.80 ft	
Left Rear Elevation		327.15 ft	
Right Rear Elevation		326.23 ft	
Average Grade		326.02 ft	
U/S Eave Elevation		343.68 ft	
Roof Peak Elevation		355.92 ft	
Roof Peak Height	35 ft	29.89 ft	
Roof Eave Height		17.37 ft	
Midpoint Height	25 ft	23.77 ft	

Project Information (HRA)

Property Owner	Jim and Gillian Jamieson	
Site Address	208 Fifth Ave	
Project Type	HRA	
Jurisdiction Authority	City of New Westminster	
Legal Description		
PID		
Zone	RS-4	

CONSULTANTS

Surveyor	Target Land Surveying	604-524-6161
Designer	D3 Design	604-603-6747
Engineer		
Builder		
Energy Consultant		
Arborist	Woodridge Tree Consulting Arborists Ltd	778-847-0669

Zoning Analysis

Site	Notes
Lot Width	66.00 ft
Lot Depth	60.61 ft
Lot Size	4000.26 ft ² Variance
Step Code	

Primary Dwelling			
Coverage	Required/Allowed	Proposed	Notes
Principle Site Coverage	35% (1400.09 SF)	1159.30 SF	
Set Backs			
Front:	Required/Allowed	Proposed	Notes
Front:	12' - 1"	12.77 ft	
Front projection:	4' - 0"	1.85 ft	
Rear:	12' - 1"	9.41 ft	Variance
Rear Setback Projection:	4' - 0"	6.71 ft	Variance
Right Side:	5' - 0"	19.04 ft	
Left Side:	5' - 0"	16.65 ft	
Floor Area			
	Required/Allowed	Proposed	Notes
Basement		934.36 SF	
First Floor		1060.27 SF	
Second Floor		804.84 SF	
Total	2800.18 SF	2799.48 SF	
Floor Space Ratio	0.70	0.70	
Secondary Suite Area	N/A	602.66 SF	
Off street parking	2	1	Variance
Attached Accessory Area			
	Required/Allowed	Proposed	Notes
Front Porch		101.39 SF	
Side Deck		138.12 SF	
Suite Entry		43.07 SF	
Total	400 SF (10%)	282.58 SF (7%)	
Height			
	Required/Allowed	Proposed	Notes
Left Front Elevation		327.50 ft	
Right Front Elevation		327.70 ft	
Left Rear Elevation		326.09 ft	
Right Rear Elevation		327.09 ft	
Average Grade		327.09 ft	
U/S Eave Elevation		348.77 ft	
Roof Peak Elevation		354.50 ft	
Roof Peak Height	35 ft	28.46 ft	
Roof Eave Height		22.30 ft	
Midpoint Height	25 ft	24.56 ft	

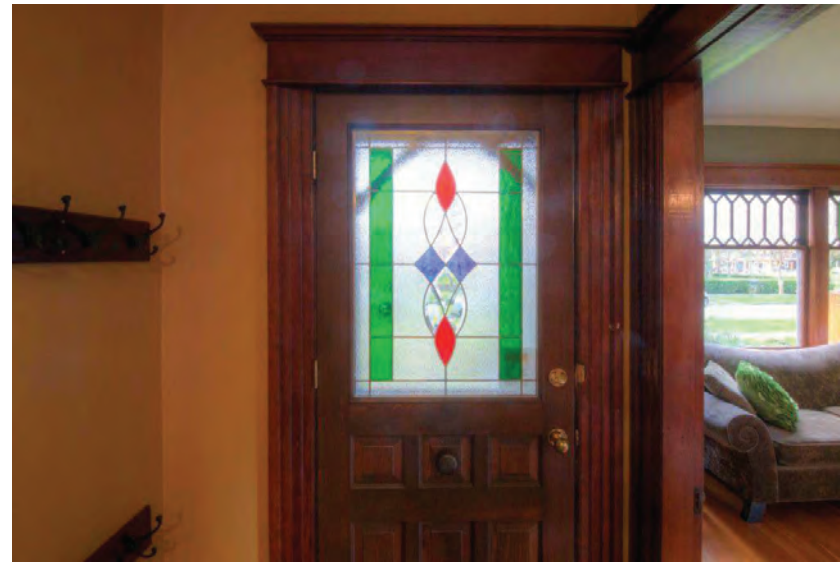
No.	Description	Date

Gillian and Jim
208 Fifth Ave
Site & Zoning

Project number	1498
Date	October 22, 2021
Drawn by	Trenton Cowley
Checked by	Kirsten Sutton

C0.3

Scale As indicated



No.	Description	Date

Gillian and Jim

208 Fifth Ave

Existing Pictures

Project number 1498

Date October 22, 2021

Drawn by Trenton Cowley

Checked by Kirsten Sutton

C0.5

Scale



① Heritage Front Elevation
1/4" = 1'-0"



② Heritage Left Elevation
1/4" = 1'-0"

Trim, eaves, and window sills- Oxford Ivory VC-1
Finish- Satin Pearl

Sash & Doors - Gloss Black VC-35
Matches Black HC-190 Benjamin Moore
Finish- Satin Pearl

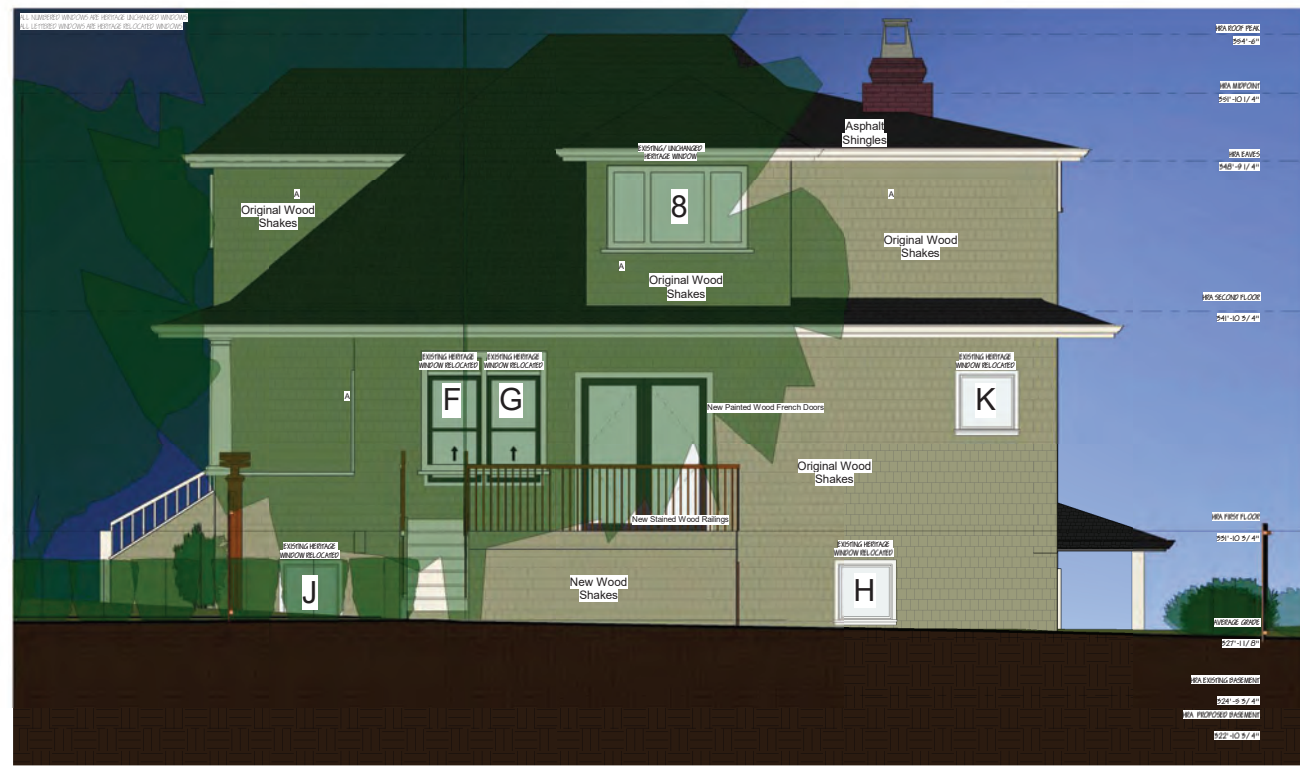
Front Door- Current Stain

A- Body- Comox Sage VC-16
Matches Hollingsworth Green HC-141 Benjamin Moore
Body- Low Luster
Existing Shake: 13.25" x 9" x .05"

B- Body- Comox Sage VC-16
Matches Hollingsworth Green HC-141 Benjamin Moore
Body- Low Luster
New Shake: 13.25" x 9" (Smooth)



③ Heritage Rear Elevation
1/4" = 1'-0"



④ Heritage Right Elevation
1/4" = 1'-0"

ALL NUMBERED WINDOWS ARE HERITAGE UNCHANGED WINDOWS
ALL LETTERED WINDOWS ARE HERITAGE RELOCATED WINDOWS

No.	Description	Date

Gillian and Jim
208 Fifth Ave
Heritage Elevations

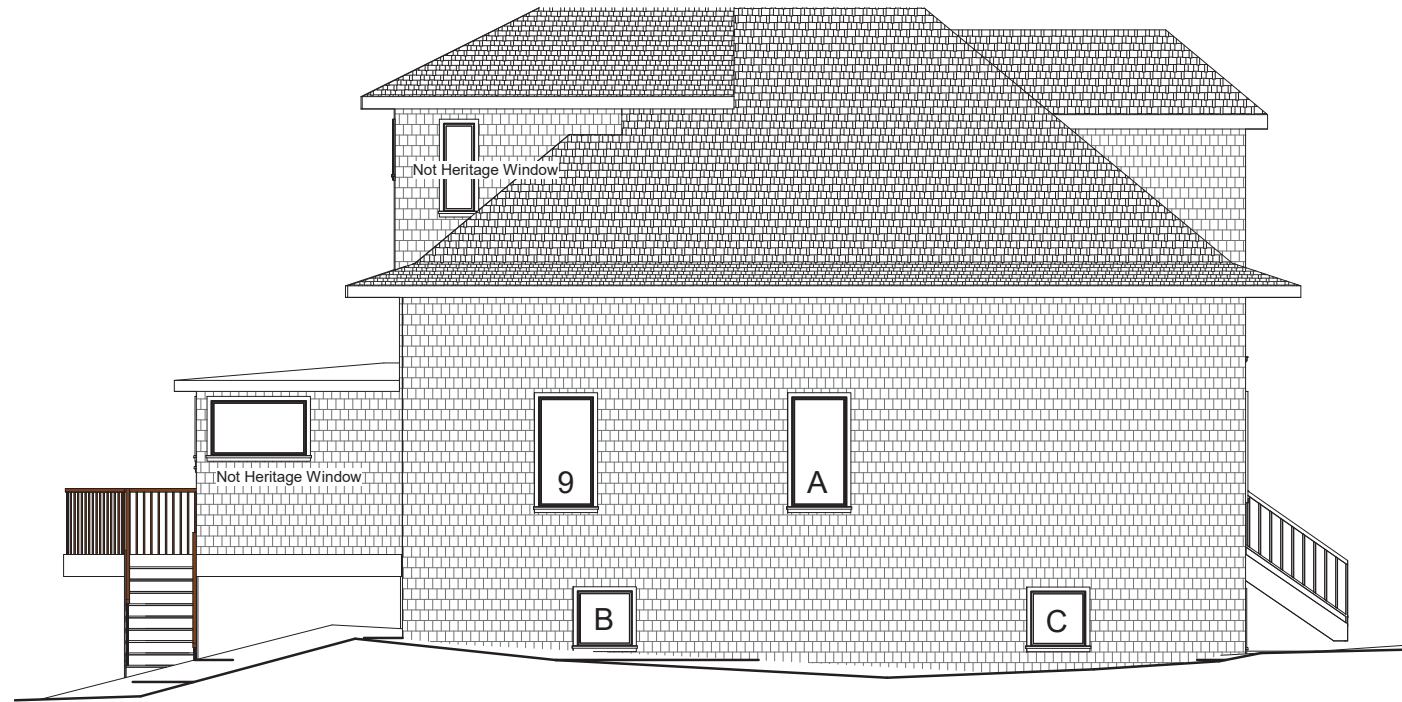
Project number 1498
Date October 22, 2021
Drawn by Trenton Cowley
Checked by Kirsten Sutton

C0.8

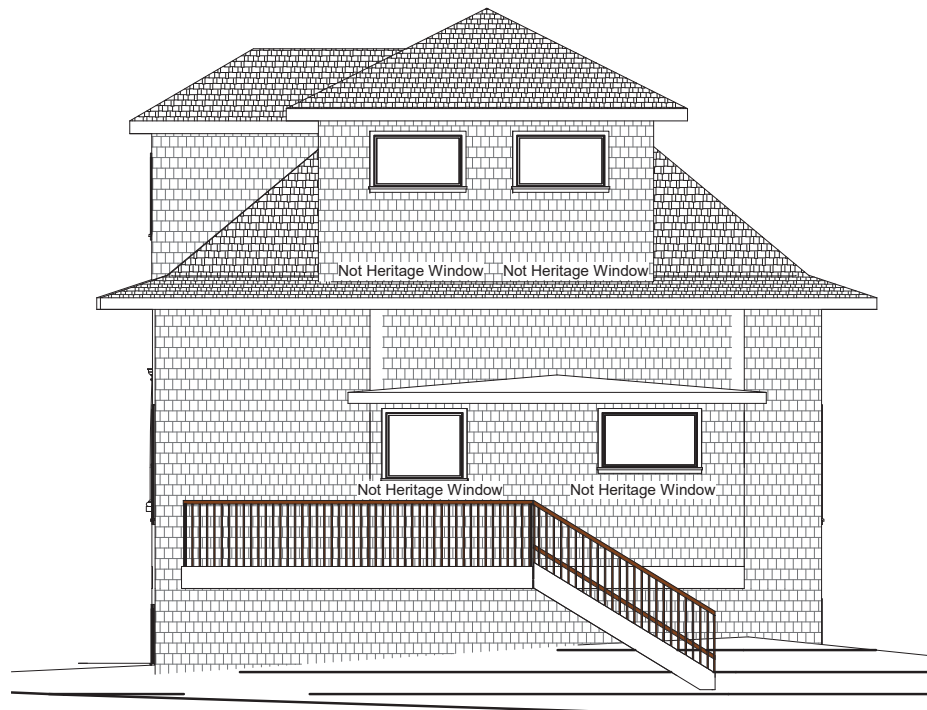
Scale 1/4" = 1'-0"



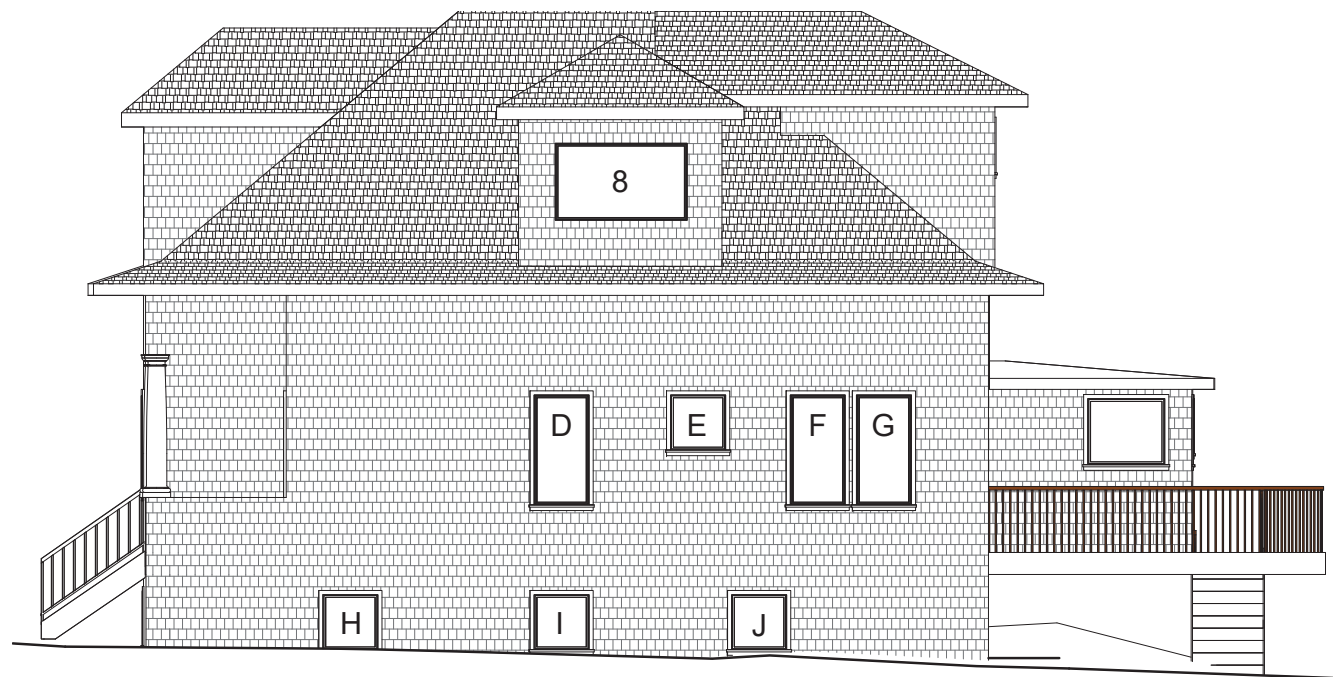
① Existing Front
1/4" = 1'-0"



② Existing Left
1/4" = 1'-0"



③ Existing Rear
1/4" = 1'-0"



④ Existing Right
1/4" = 1'-0"

No.	Description	Date

Gillian and Jim

208 Fifth Ave

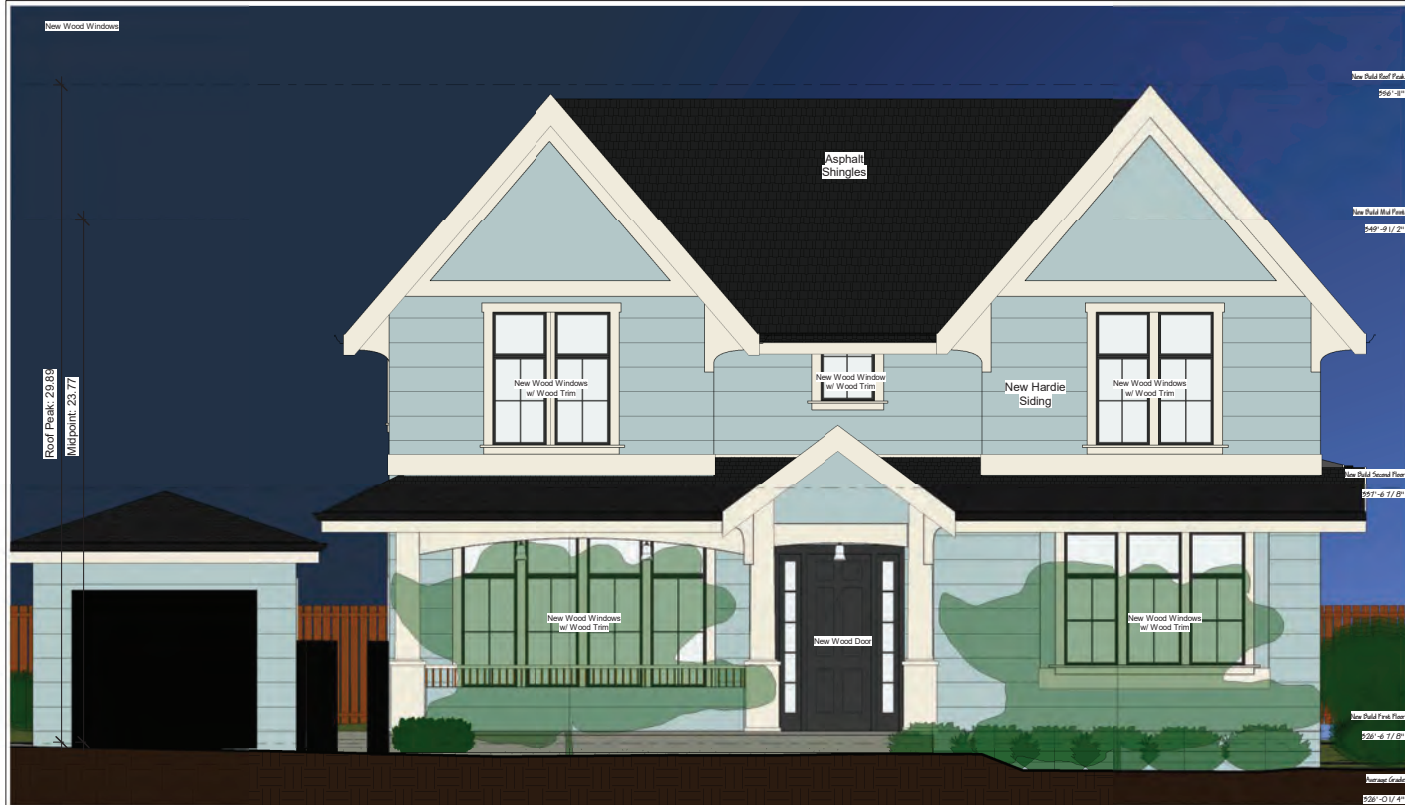
Existing Elevations

Project number: 1498
Date: October 22, 2021
Drawn by: Trenton Cowley
Checked by: Kirsten Sutton

C0.8.1

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

ALL NUMBERED WINDOWS ARE HERITAGE UNCHANGED WINDOWS IN PROPOSED ELEVATION (PAGE C0.8)
ALL LETTERED WINDOWS ARE HERITAGE RELOCATED WINDOWS IN PROPOSED ELEVATION (PAGE C0.8)



① New Build Front Elevation
1/4" = 1'-0"

② New Build Right Elevation
1/4" = 1'-0"

	Trim, eaves, and window sills- White Dove OC-17 Benjamin Moore Finish- Satin Pearl		Sash- Black HC 190 Benjamin Moore Finish- Satin Pearl		Front Door- Black 190 Benjamin Moore Finish- High Gloss		Body- Silver Half Dollar 2121-40 Benjamin Moore Body- Low Luster
--	---	--	--	--	--	--	---



④ New Build Left Elevation
1/4" = 1'-0"

③ New Build Rear Elevation
1/4" = 1'-0"

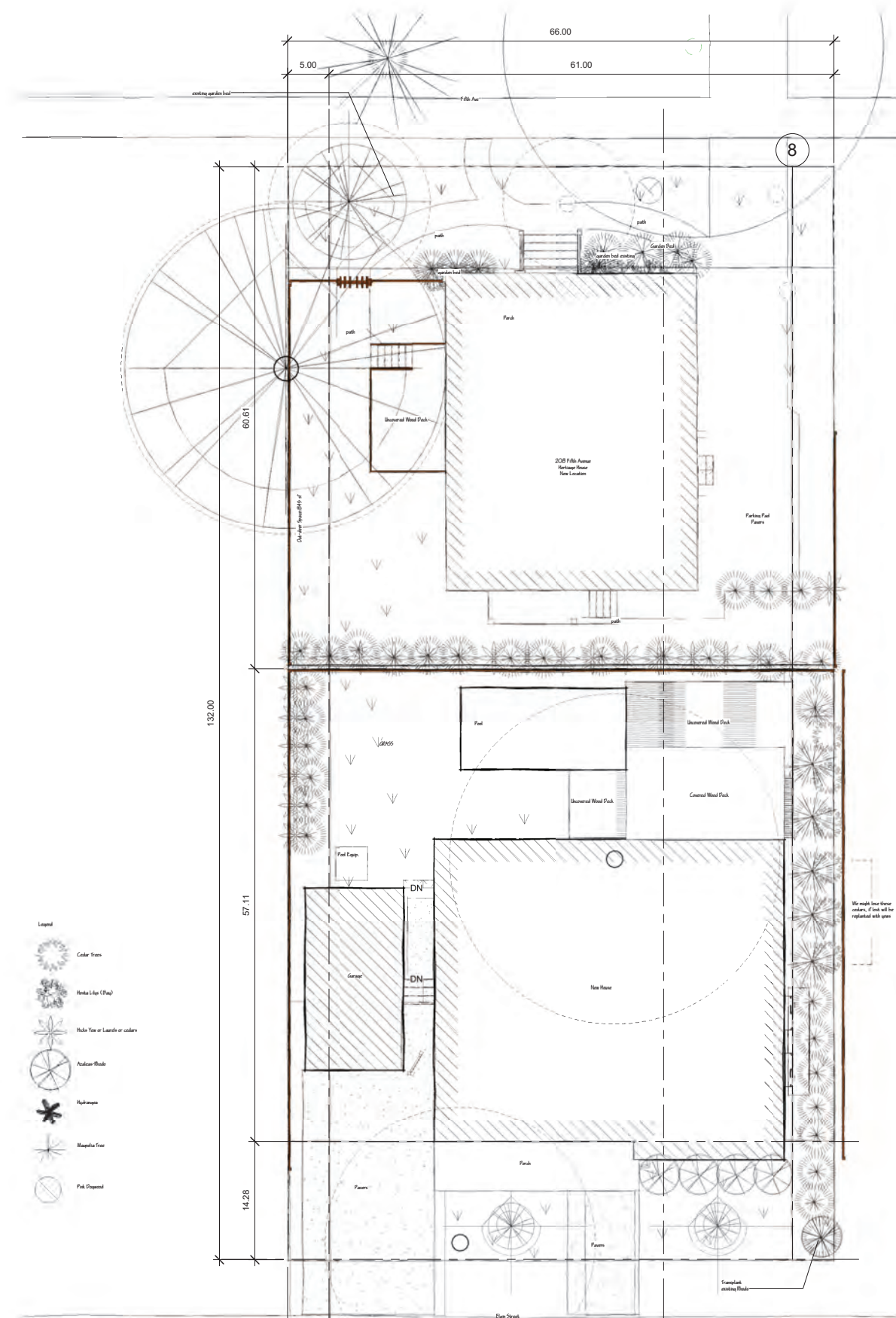
No.	Description	Date

Gillian and Jim
208 Fifth Ave
New Build Elevations

Project number: 1498
Date: October 22, 2021
Drawn by: Trenton Cowley
Checked by: Kirsten Sutton

C0.13

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

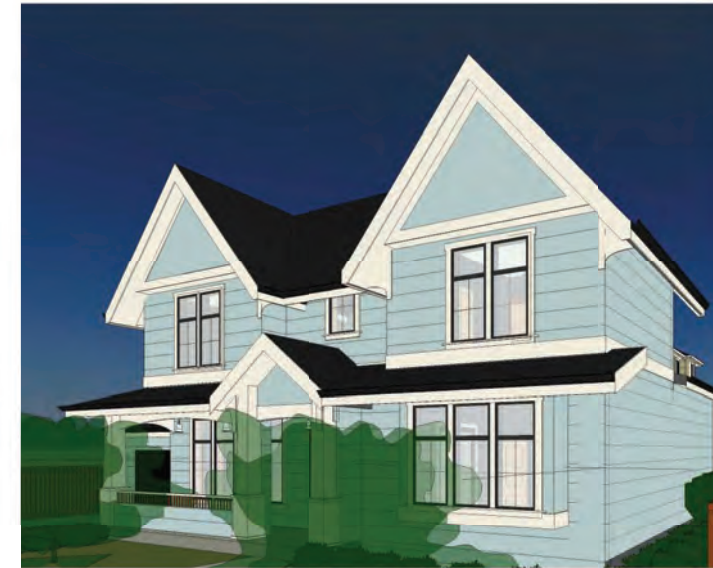


1 Landscape Plan
1/8" = 1'-0"

No.	Description	Date

Gillian and Jim
208 Fifth Ave
Landscape

Project number	1498
Date	October 22, 2021
Drawn by	Jespreet Gill
Checked by	Kirsten Sutton
C0.14	
Scale	1/8" = 1'-0"



No.	Description	Date

Gillian and Jim

208 Fifth Ave

Renders

Project number 1498

Date October 22, 2021

Drawn by Trenton Cowley

Checked by Kirsten Sutton

C0.15

Scale

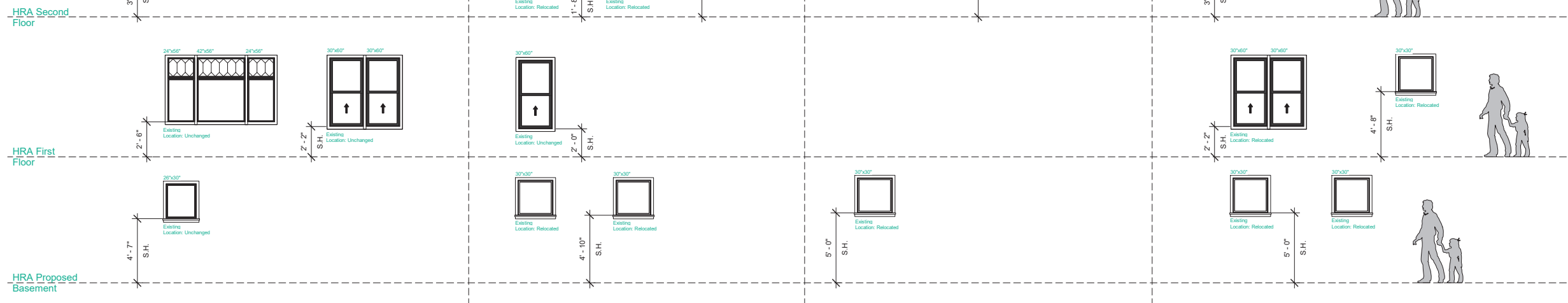
Front Elevation

Left Elevation

Rear Elevation

Right Elevation

Notes:
All wood heritage windows to be retained and all additional windows to be replica wood



Trim, eaves, and window sills- Oxford Ivory VC-1
Finish- Satin Pearl

Sash- Gloss Black VC-35
Matches Black HC-190 Benjamin Moore
Finish- Satin Pearl

Window Schedule Heritage
1/4" = 1'-0"

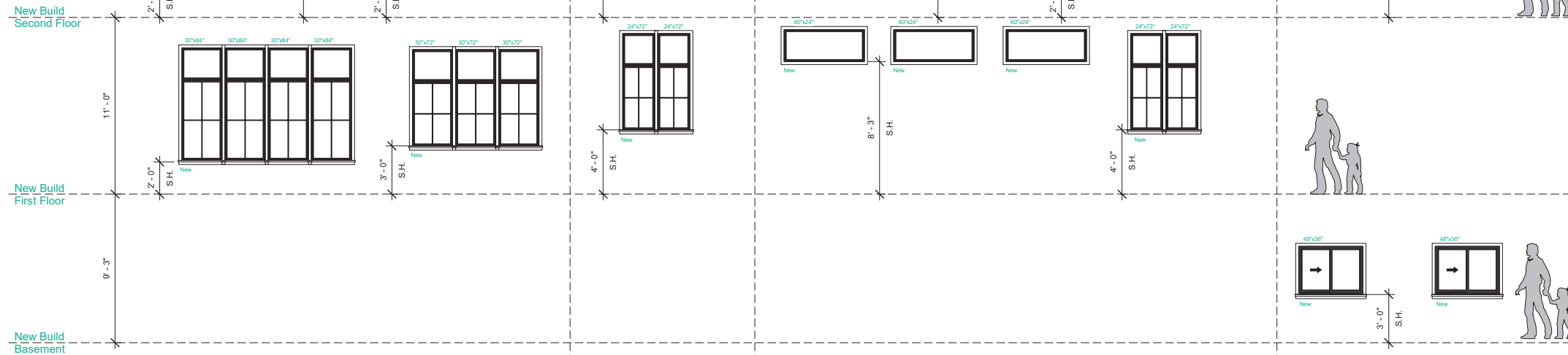
Front Elevation

Left Elevation

Rear Elevation

Right Elevation

Notes:
All windows and doors to be wood



Trim, eaves, and window sills- White Dove OC-17
Benjamin Moore
Finish- Satin Pearl

Sash- Black HC 190 Benjamin Moore
Finish- Satin Pearl

Window Schedule New Build
1/4" = 1'-0"

No.	Description	Date

Gillian and Jim
208 Fifth Ave

Window Schedules
Heritage & New

Project number: 1498
 Date: October 22, 2021
 Drawn by: Trenton Cowley
 Checked by: Kirsten Sutton

C0.17

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

APPENDIX 6

VARIATIONS TO ZONING BYLAW NO. 6680, 2001

	Single Detached Dwelling District (RS-4) Requirement/Allowance	Lot with Heritage Building (208 Fifth Avenue)	Lot with New House (217 Elgin Street)
Minimum Lot Size	6,000 square feet (557 square metres)	4,000 square feet (372 square metres)	4,710 square feet (438 square metres)
Maximum Floor Space Ratio for Non-Protected House in Queen's Park Heritage Conservation Area*	0.5	--	0.64
Maximum Floor Space Ratio for Protected House in Queen's Park Heritage Conservation Area*	0.7	--	--
Minimum Rear Setback (Heritage House)	12.1 feet (3.7 metres)	9.4 feet (2.9 metres)	--
Minimum Rear Yard Projection Setback (Heritage House)	8.1 feet (2.5 metres)	4.4 feet (1.3 metres)	
Maximum Bay Width to Allow Projection Into Front Setback	6 feet (1.8 metres)	--	10.6 feet (3.2 metres)
Minimum Off-Street Vehicle Parking Spaces	One space per unit, including secondary suite	One parking space	--

** Should Step Code 3, 4 or 5 of the Energy Step Code be met, the maximum space ratio can be increased as outlined in Section 310.11.1 of Zoning Bylaw No. 6680, 2001*

APPENDIX 7

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT – NO SEPARATE SALE OF SUBDIVIDED PARCELS

SECTION 219 COVENANT – NO SEPARATE SALE OF SUBDIVIDED PARCELS

THIS AGREEMENT dated for reference the ____ day of _____, 20__ is

BETWEEN:

JAMES JAMIESON and **GILLIAN JAMIESON**, 208 Fifth Avenue, New Westminster, BC

(the “Owner”)

AND:

CORPORATION OF THE CITY OF NEW WESTMINSTER, City Hall, 511 Royal Avenue, New Westminster, British Columbia, V3L 1H9

(the “City”)

WHEREAS:

- A. The Owners are the registered owners in fee simple of those lands in New Westminster, British Columbia legally described as NO PID, _____ and NO PID, _____ (together, the “Lands”);
- B. Pursuant to a Heritage Revitalization Agreement between the City and the Owners, dated for reference October 25, 2021 (the “HRA”), the Owners are required to deposit in the Land Title Office, concurrently with the subdivision plan creating the Lands as separate fee simple parcels, a covenant under s.219 of the *Land Title Act* in favour of the City, by which the Owners covenant and agree not to transfer separately the Lands until the Owners have complied with the requirements of the HRA for the preservation, restoration, and rehabilitation of the Heritage Building (as defined in the HRA);
- C. Section 219 of the *Land Title Act* (British Columbia) provides that there may be registered as a charge against the title to any land a covenant in favour of a municipality in respect of the use of land, the use of a building on or to be erected on land, or that parcels of land designated in the covenant are not to be sold or otherwise transferred separately;

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the City to the Owners and other good and valuable consideration, the receipt and sufficiency of which the Owners hereby acknowledge, the parties covenant and agree pursuant to Section 219 of the *Land Title Act* (British Columbia) as follows:

- 1. **Lands Not to be Separately Sold or Transferred** – The Lands shall not be sold or otherwise transferred separately.

2. **Discharge** – The City shall, at the written request of the Owners, execute and deliver to the Owners a registrable discharge of this Agreement, in its sole and unfettered discretion, to be exercised consistently with the wording and intent of the HRA, that the Owners have completed and complied with all requirements in the HRA for the preservation, restoration, and rehabilitation of the Heritage Building by the deadlines set out therein.
3. **Notice** – All notices and other communications required or permitted to be given under this Agreement must be in writing and must be sent by registered mail or delivered as follows:
 - (a) if to the Owner, to the address shown on the Land Title Office title search to the Lands,
 - (b) if to the City, as follows:

City of New Westminster
511 Royal Avenue
New Westminster, BC, V3L 1H9

Attention: Heritage Planner

Any notice or other communication that is delivered is considered to have been given on the next business day after it is dispatched for delivery. Any notice or other communication that is sent by registered mail is considered to have been given five days after the day on which it is mailed at a Canada Post office. If there is an existing or threatened strike or labour disruption that has caused, or may cause, an interruption in the mail, any notice or other communication must be delivered until ordinary mail services is restored or assured. If a party changes its address it must immediately give notice of its new address to the other party as provided in this section.

4. **Interpretation** – In this Agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (c) reference to a particular numbered section or article is a reference to the correspondingly numbered section or article of this Agreement;
 - (d) reference to the “Lands” or to any other parcel of land is a reference also to any parcel into which those lands are subdivided or consolidated by any means

(including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;

- (e) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (f) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
 - (g) unless otherwise expressly provided, reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced;
 - (h) time is of the essence;
 - (i) all provisions are to be interpreted as always speaking;
 - (j) reference to a “party” is a reference to a party to this Agreement and to their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
 - (k) reference to the City is a reference also to its elected and appointed officials, officers, employees and agents;
 - (l) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
 - (m) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be performed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the “sole discretion” of a party or person may be performed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.
5. **No Waiver** – No provision or breach of this Agreement, nor any default, is to be considered to have been waived or acquiesced to by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed as or constituted a waiver of any further or other breach of the same or any other provision or default.
6. **No Effect on Laws or Powers** – This Agreement and the Owners’ contributions, obligations and agreements set out in this Agreement do not:

- (a) affect or limit the discretion, rights, duties or powers of the City or the Approving Officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of the Lands;
 - (b) impose on the City or the Approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit any enactment relating to the use, development or subdivision of the Lands; or
 - (d) relieve the Owners from complying with any enactment, including in relation to the use, development, servicing, or subdivision of the Lands.
7. **Remedies for Breach** – The Owners agree that, without affecting any other rights or remedies the City may have in respect of any breach of this Agreement, the City is entitled, in light of the public interest in securing strict performance of this Agreement, to seek and obtain from the British Columbia Supreme Court a mandatory or prohibitory injunction, or order for specific performance, in respect of the breach.
 8. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
 9. **Covenant Runs With the Lands** – Every provision of this Agreement and every obligation and covenant of the Owners in this Agreement, constitutes a deed and a contractual obligation, and also a covenant granted by the Owners to the City in accordance with section 219 of the *Land Title Act*, and this Agreement burdens the Lands to the extent provided in this Agreement, and runs with them and binds the Owners’ successors in title. This Agreement also burdens and runs with every parcel into which the Lands are consolidated (including by the removal of interior parcel boundaries) or subdivided by any means, including by subdivision under the *Land Title Act* or by strata plan or bare land strata plan under the *Strata Property Act*.
 10. **Further Acts** – The Owners shall do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
 11. **Severance** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
 12. **Amendment** – This Agreement may be amended from time to time by agreement between the Owners and the City. Except as otherwise expressly provided in this

Agreement, amendments to this Agreement must be made by an instrument in writing duly executed by the Owners and the City.

13. **Deed and Contract** – By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part I of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

WHEREAS:

- A. *[Name of land owner(s)]* (the "Owner") is the registered owner of the land described in Item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the "Land");
- B. The Owner granted *[Name of chargeholder]* (the "Prior Chargeholder") a *[identify mortgage or other charge]* which was registered against the title to the Land in the New Westminister Land Title Office under number *[insert registration number]* (the "Prior Charge");
- C. The Owner granted to the Corporation of the City of New Westminister (the "Subsequent Chargeholder") a section 219 covenant which is registered against the title to the Land under number one less than this Consent and Priority Agreement (the "Subsequent Charge"); and
- D. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to a subsequent chargeholder.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSES THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED BY THE PRIOR CHARGEHOLDER FROM THE SUBSEQUENT CHARGEHOLDER (THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED):

1. The Prior Chargeholder hereby consents to the granting and registration of the Subsequent Charge and the Prior Chargeholder hereby agrees that the Subsequent Charge shall be binding upon its interest in and to the Land.
2. The Prior Chargeholder hereby grants to the Subsequent Chargeholder priority for the Subsequent Charge over the Prior Chargeholder's right, title and interest in and to the Land, and the Prior Chargeholder does hereby postpone the Prior Charge and all of its right, title and interest thereunder to the Subsequent Charge as if the Subsequent Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Prior Charge.

As evidence of its agreement to be bound by the above terms of this Consent and Priority Agreement, the Prior Chargeholder has executed and delivered Part 1 of *Land Title Act* Form C which is attached hereto and forms part of this Agreement.

END OF DOCUMENT