

**THE CORPORATION OF THE CITY OF NEW WESTMINSTER
HERITAGE REVITALIZATION AGREEMENT (102 Seventh Avenue)
BYLAW NO. 8312, 2022**

**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 102 Seventh 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 (102 Seventh Avenue) Bylaw No. 8312, 2022".

Heritage Revitalization Agreement

2. The City of New Westminster enters into a Heritage Revitalization Agreement with the registered owners of the property located at 102 Seventh Avenue legally described as PID: 002-367-343; LOT "A" OF LOTS 3 AND 4 OF THE NORTH HALF LOT 6 SUBURBAN BLOCK 13 PLAN 6672.
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 _____ day of _____, 2022.

READ A SECOND TIME this _____ day of _____, 2022.

PUBLIC HEARING held this _____ day of _____, 2022.

READ A THIRD TIME this _____ day of _____, 2022.

ADOPTED this _____ day of _____, 2022.

MAYOR JONATHAN X. COTE

JACQUE KILLAWEE, CITY CLERK

SCHEDULE "A"

HERITAGE REVITALIZATION AGREEMENT (102 Seventh Avenue)

THIS AGREEMENT dated for reference the 10th day of January, 2022 is

BETWEEN:

RAJVIR SINGH SANDHU,
102 Seventh Avenue, New Westminster, BC
V3L 1W3

(together, the "Owners")

AND:

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

(the "City")

WHEREAS:

- A. The Owners are the registered owners in fee simple of the land and all improvements located at 102 Seventh Avenue legally described as PID: 002-367-343; LOT "A" OF LOTS 3 AND 4 OF THE NORTH HALF LOT 6 SUBURBAN BLOCK 13 PLAN 6672 (the "Land");
- B. There is one principal building situated on the Land, known as the Maddock House (the "Heritage Building"), which is shown on the site plan attached as Appendix 1 (the "Site Plan") labelled as "102 Seventh Avenue Heritage House (2 Suites)";
- 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 Duplex") on that portion of the Land labeled on the Site Plan as "686 First Street New Duplex";
- 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 (the “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 Work in accordance with the Heritage Conservation Plan prepared by Elana Zysblat CAHP, of Acne Building Services dated February 2022, a copy of which is attached hereto as Appendix 2 (the “Conservation Plan”), and the design plans and specifications prepared by Christa MacArthur, dated January 31, 2022, 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 British Columbian 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, the Approved Plans in Appendix 5, 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 the New Duplex

15. The Owners shall construct the New Duplex in strict accordance with the Site Plan and the Approved Plans prepared by Christa MacArthur, dated January 31, 2022, 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 Duplex, the Owner shall obtain from the City all necessary approvals, permits, and licenses, including a heritage alteration permit, building permit, and 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 Duplex, and obtain any amended permits that may be required for such changes to the New Duplex, 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 Duplex if the work that the Owner wishes to undertake is not in accordance with the Approved Plans.
19. The construction of the New Duplex 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 Duplex on the Land 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 Duplex 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 Duplex, 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 6, 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 Owners 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 Duplex 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 Duplex if the Owner has not completed the Work with respect to the Heritage Building or construction of the New Duplex to the satisfaction of the City's Director of Climate Action, Planning and Development.

Conformity with City Bylaws

30. The City of New Westminster Zoning Bylaw No. 6680, 2001, is varied and supplemented in its application to the Land in the manner and to the extent provided and attached as Appendix 7.
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 Duplex, 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 Duplex apply only to the structure and exterior of the buildings, including without limitation the foundation, walls, roof, and all exterior doors, stairs, 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, the Heritage Building or the New Duplex 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 Duplex 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 Duplex, 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 Duplex;
 - (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)
)

RAJVIR SINGH SANDHU

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

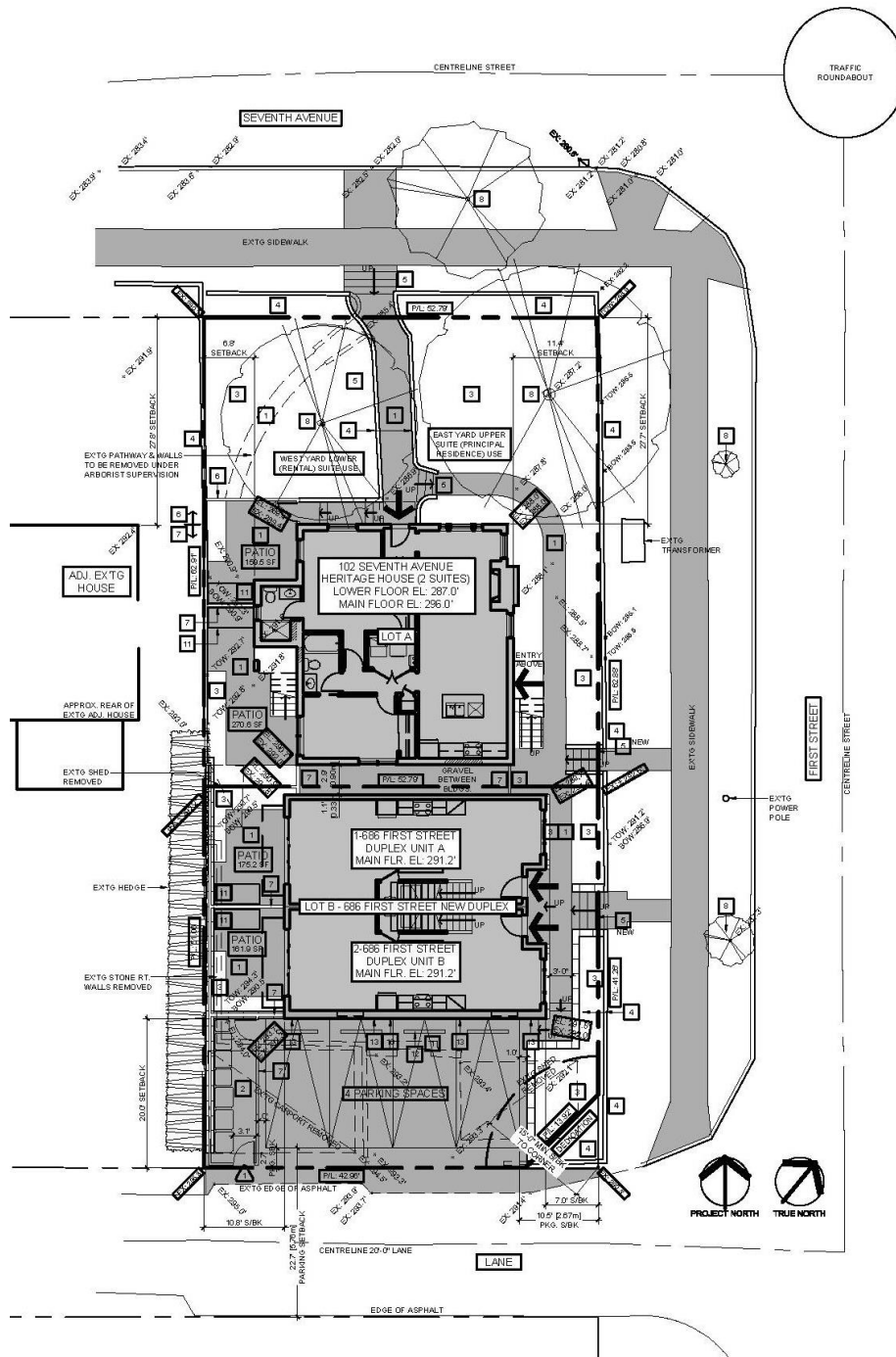
by its authorized signatories:

 Mayor Jonathan X. Cote

 Jacqueline Killawee, City Clerk

APPENDIX 1

SITE PLAN



APPENDIX 2
CONSERVATION PLAN

Heritage Conservation Plan

102 Seventh Avenue, New Westminster BC :: Maddock House ~ 1941



Prepared by Elana Zysblat, CAHP :: Ance Building Services :: February 2022

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Statement of Significance - 102 Seventh Avenue, New Westminster

Description of the Historic Place

The Maddock House is a two and a half storey Tudor Revival wood-frame house with an asymmetrical cross-gabled roof located at the corner of 1st Street and Seventh Avenue in the Glenbrooke North neighbourhood of New Westminster, BC.

Heritage Values of the Historic Place

Built in 1941, the Maddock House is valued for its association with one of the pivotal development periods of the Glenbrooke North neighbourhood of New Westminster. Glenbrooke North saw three major development periods in the first half of the 20th century - the Edwardian boom just prior to WWI, the 1920s-30s 'bungalow boom' and finally the WWII and post war growth of which the subject house is specifically representative. The subject block and surrounding streets near Herbert Spencer School (1912), are valued for representing the early section of the neighbourhood which developed initially due to its proximity to Queen's Park and other early neighbourhoods of the City.

The Maddock House makes a valued contribution to the architectural eclecticism of this historic neighbourhood. This one-of-a-kind house is noteworthy for being designed by an architect while the majority of the neighbourhood house designs were likely copied from house plan catalogues. Its strong Tudor Revival design, featuring unique and custom architectural details, is reflective of English-born Gerald and Bessie Maddock's culture from the "old country" and of Gerald's professional capacity as an architect. It is also important that this home befits the sense of stateliness that was a signature for many New Westminster streets prior to the "suburbanization" and "modernization" initiatives that began to reshape the city in the 1950s and 1960s.

Following the Maddock family 10-year residency, the Maddock House is valued for the subsequent longstanding ownership of the family of Ingval Fagerdahl, a life-long employee at the local Canfor lumber and pulp mill. This property was the Fagerdahl family home for 66 years, from 1951 until 2015, reflecting the stability and community that many working-class families found in the Glenbrooke North neighbourhood in the decades following World War II.

Character-defining elements

- Residential use since 1941
- Location on the corner lot, with primary facades and entrances on both Seventh Avenue and First Street.

- Elements of the property that provide a sense of an English country home, including the Tudor Revival design of the home, the intentional use of wood boards with some imperfections and a hand-hewn, rustic aesthetic for half-timbering details 'fastened' by round wood pegs, the informal masonry materials (granite and rubble stone) and the organic shape of the property's stone retaining walls with partially extruded cement mortar and the English-style garden.
- Residential scale, height (2.5 storeys) and massing
- Tudor Revival style, with asymmetrical facades, steeply pitched rooflines, stucco cladding and decorative half-timbering.
- Detailing of decorative half-timbering, including the use of rustically or irregularly finished boards with round wood pegs at joints, and extensive use of a crossed application pattern.
- Original window and door openings on all facades as well as two original wood entrance doors.
- Wood windows (single, double and triple assemblies) with segment top upper sashes.
- One internal brick chimney at side gable peak and one granite & concrete brick top end-wall chimney on 1st Street elevation

Current Photos



Front elevation -
north



Front and side
elevations -
northeast corner



Side elevation -
east (facing 1st
Street)



Rear elevation -
south



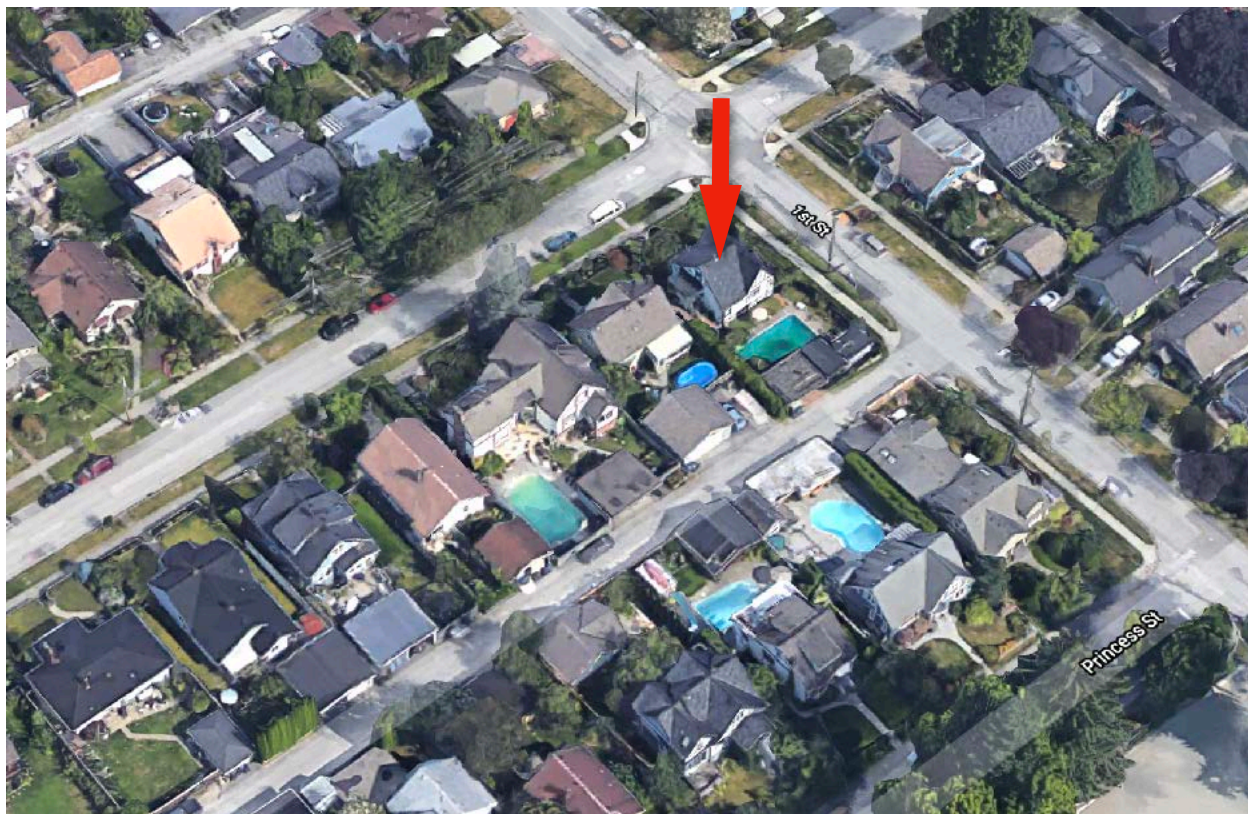
Side elevation -
west (viewed
from front)



Side elevation -
west (viewed from
rear)



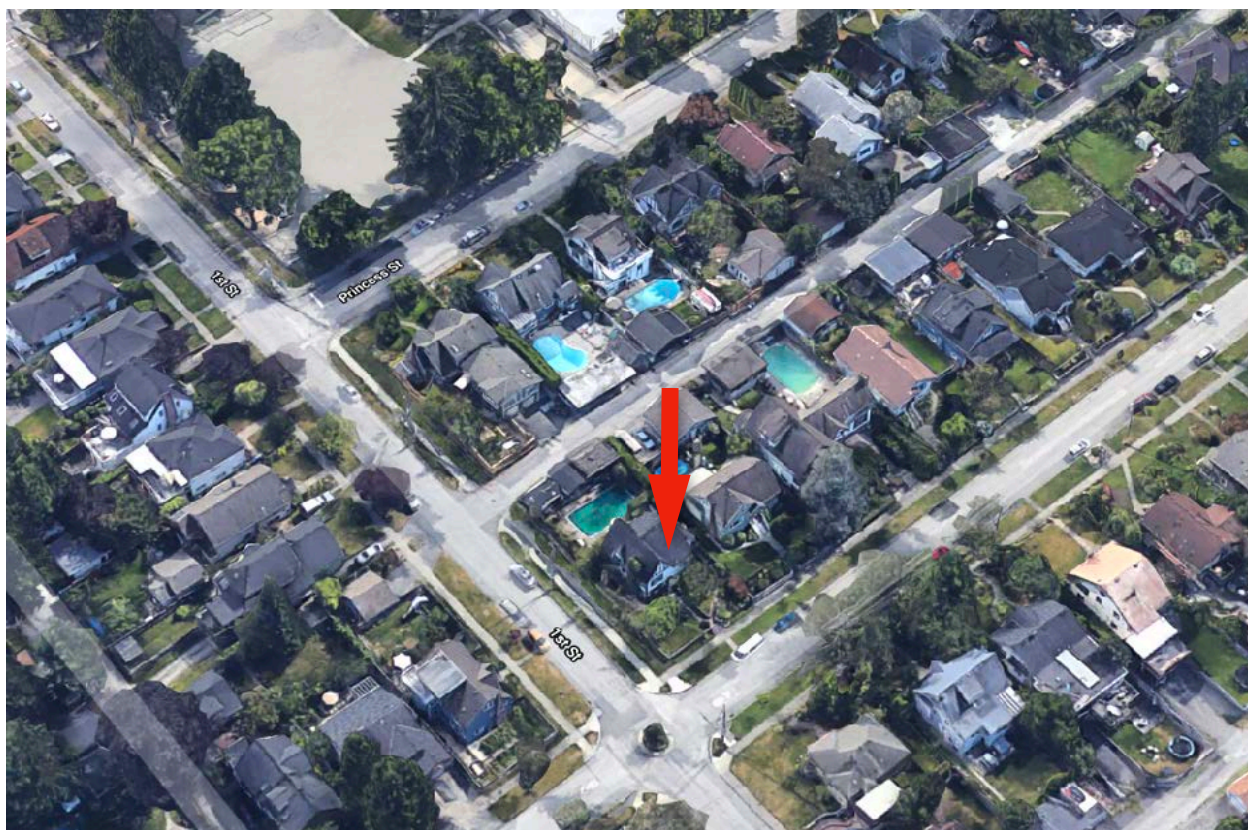
1st Street granite & concrete brick top chimney exposed after vine removal in early 2021.



Google satellite 3D view

above: from southwest **below:** from northeast.

Subject house marked with an arrow



Research Findings

Legal Address: LOT A, NEW WEST DISTRICT, PLAN NWP6672 SUBURBAN BLOCK 13, PART N 1/2, GROUP 1, OF LOTS 3 & 4; N1/2 OF LOT 6.

Date of Construction: 1941

Source: City of New Westminster Building permit – BPH07706

Original Owners: Gerald Lewellyn & Bessie Maddock

Source: City of New Westminster Building permit – BPH07706 and City Directories

Architect: Gerald Maddock

Source: City of New Westminster Building permit – BPH07706

Builder: unknown

Residents:

1941 - 1950 Maddock family

1951 - 2015 Fagerdahl* family

*The Fagerdahl family housed various renters in the basement suite. Starting in 1984, the basement suite became the residence of the Fagerdahl seniors, while one of their daughters, Kelly Jenks, lived in the main house with her husband and children.

Current- vacant

Conservation Objectives

Preservation is the overall conservation objective for the historic house.

A minor **Restoration** intervention is proposed on the East (1st Street) elevation, and minor **Rehabilitation** interventions are proposed on the West (side) and South (rear) elevations.

Rehabilitation is the overall conservation objective for the property.

The Maddock House will be conserved on its original site, with its detached single-family & rental suite existing residential use, and preserved in its 1941 exterior appearance.

To meet the development potential of the property without impacting the heritage values and Character Defining Element of the historic building, allowable and additional FSR will be added in the form of an infill duplex at the rear of this rectangular, corner lot, fronting 1st Street. The contemporary duplex design does not distract from the prominence and unique character of the Maddock House. It fits in with the surrounding homes' scale, form and finishes while being distinguishable as a contemporary introduction.

Two low-visibility, minor exterior changes are proposed for the heritage house:

1. **Restoration:** Removal of the northern flight of a twinned stair on the East elevation, introduced in the 1960s, which cuts across a ground level window opening and partially obstructs the visibility of the character defining end-wall chimney. The southern flight, which is a stair direction deemed to be original to the design of the house, will be retained.
2. **Rehabilitation:** Adjustment of a few window and door openings on the two lowest visibility elevations (west and south) to accommodate layout changes on the interior.

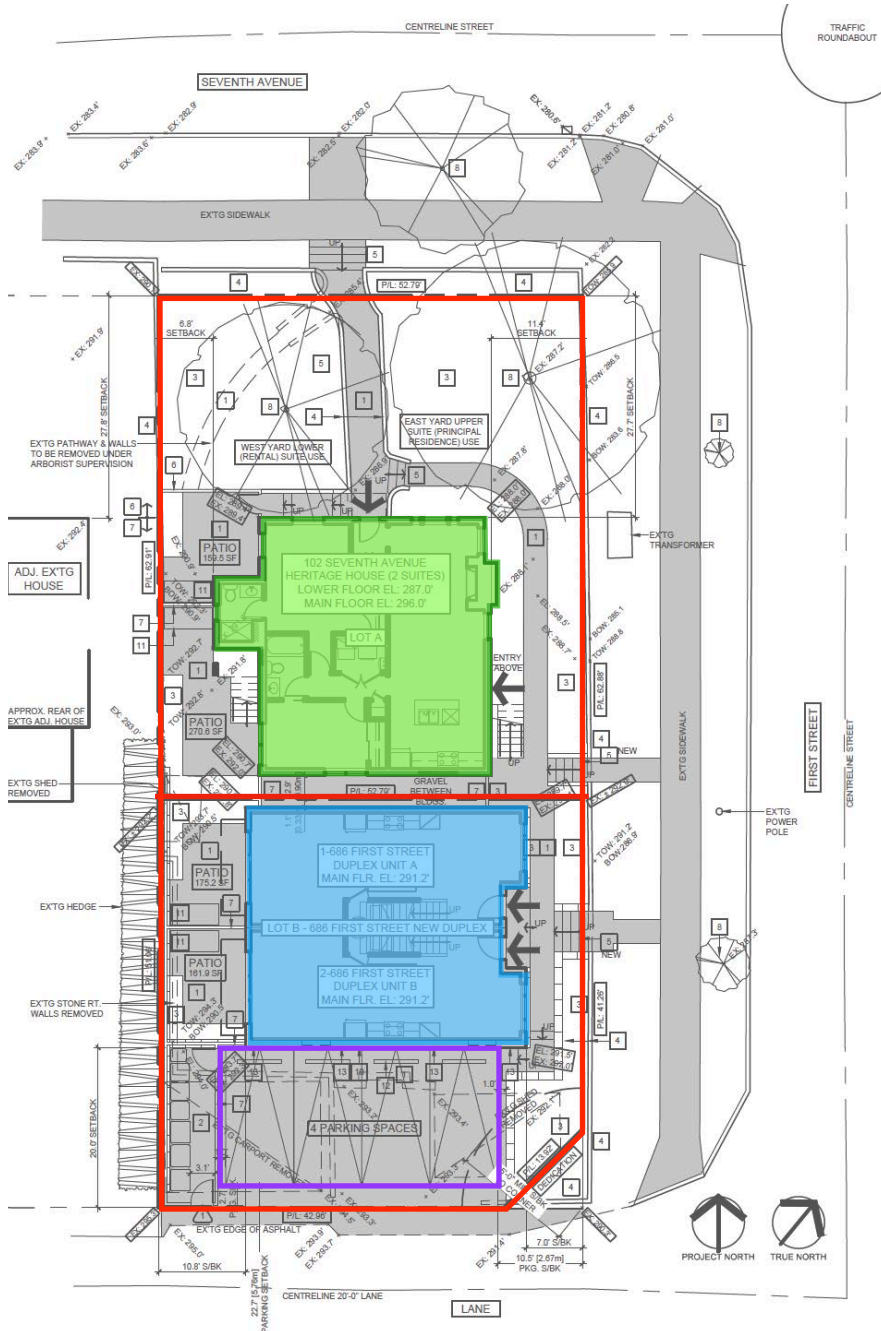
Preservation: *The action or process of protecting, maintaining and/or stabilizing the existing materials, form and integrity of an historic place or of an individual component, while protecting its heritage value.*

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.*

The above conservation treatment definitions are taken from the Standards & Guidelines for the Conservation of Historic Places in Canada (2nd edition).

Site Plan



The relatively under-built lot (outlined in red) can accommodate two separate buildings and four family units.

The existing heritage house (green) will be preserved in situ, retain its historic division into two suites, its original front yard size and landscaping character.

The proposed infill building (blue) will contain two side by side duplex units. The siting of the duplex building is at the rear of the heritage house but has its own frontage onto 1st Street.

Four off-street parking pads (outlined in purple) accessed from the lane, accommodate all four proposed units.

Site plan source: Lodge Craft.
Colours and outlines applied by author.

The infill building design does not detract from the prominence and character of the Maddock House. See below renders of the preserved heritage house with the proposed infill duplex at the rear as viewed from Seventh Avenue (top), or along the side (bottom), as viewed from 1st Street. Standard 11 for Rehabilitation, in the Standards and Guidelines for the Conservation of Historic Places in Canada, requires new additions to historic places to be *subordinate*, *distinguishable* and *compatible*. The proposed duplex design, form and siting achieves this in its matching scale to the surrounding homes, and its traditional gabled roofs (compatibility); Clear contemporary design and finishes (distinguishability); Reduced texture and architectural ornamentation (subordinate).



Renders Source: Lodge Craft

Condition Assessment

Overall the building is in **good** condition.

a. Structure

The building lines are true to the eye - there is no visual evidence of structural distortion.

b. Foundation

The visible portions of the board-formed concrete foundation on the exterior appear in **good** condition, but a full structural assessment of the foundation was not conducted.

Right: A photo of the northeast corner of the white-painted board-formed concrete foundation



c. Exterior Wood Elements

The fascia and trim boards as well as the decorative half-timbering boards are all in **good** condition. No individual board was identified as damaged or deteriorated.

Right: A close-up photo of the intentional rustic character of the half-timbering boards



d. Stucco cladding

The textured stucco cladding is generally in **good** condition but there are minor spots (especially at corner or entrances) where it has been nicked and broken.

e. Roofing and gutters

The roof shingles and rainworks are all in **fair** condition and appear to be towards the end of their life cycle.

f. Chimneys

The internal brick chimney at side gable peak is in **fair** condition with gaping mortar joints and possibly inappropriate mortar. The excessive flashing is distracting. This chimney needs to be closely assessed by a conservation mason.



The granite & concrete brick top end-wall chimney on the 1st Street elevation is also in **fair** condition. There is evidence of inappropriate or inconsistent repairs in the concrete brick portion of the stack and evidence of missing mortar, loose granite stones and even missing granite stores on the north edge where it meets the roof. This chimney needs to be closely assessed by a conservation mason.



g. Windows and Doors

All of the windows and doors are wood and appear to be original to the 1941 construction and design. They appear to be in **good** condition but their individual operability was not assessed yet.

Right: A photo showing the segment-top wood windows.



h. Finishes

The current paint finish is in **good** condition both on the wood elements and stucco.

i. Concrete side stair

Likely a 1960s replacement of an earlier stair case, this concrete stair at the 1st Street entrance is distinguishable and subordinate as an addition and is in **good** condition. The only flaw is its unnecessary twinned flights, the northern of which blocks an original basement window and encroaches too closely on the character defining granite chimney.

Right: The northern flight of the side concrete stair blocking a window and in very close proximity to the granite chimney.



Recommended Conservation Treatments

a. Structure - *Preservation*

Conserve the existing structure in situ with no proposed changes.

b. Foundation - *Preservation*

Structural engineer to thoroughly inspect existing concrete foundation. Preserve in situ with no proposed changes.

c. Exterior Wood Elements - *Preservation*

Preserve all exterior wood elements in situ, unless certain boards are determined by a finishing carpenter to be damaged beyond repair and confirmed by heritage consultant. Boards that cannot be preserved are to be restored (replaced in-kind with the same dimension, profile and unique rustic finish).

d. Stucco cladding - *Preservation*

Retain the original, textured stucco cladding in situ. Repair any damaged spots with the help of a stucco professional who can replicate the exact texture seamlessly.

e. Roof and gutters - *Restoration*

Reroof in multi-coloured duroid roofing shingles (an acceptable alternative for cedar shakes) to restore the look of a rustic cedar or thatched roof typical of Tudor Revival homes (see shingle specification in Lodge Craft HRA package). Install new neutral/discreet coloured gutters (slate grey).

f. Chimneys - *Restoration*

Work with a conservation mason to assess both chimneys and conduct careful repointing for internal red brick chimney and carry out repointing, repairs and installation of missing granite stones (rustic, organic cuts as per current character of chimney) at granite end-wall chimney. For end-wall chimney also restore missing granite stones (see missing area in photo) using the ashlar pattern and multi-sized rough cut stones, and address inconsistent repairs and brick sizes at concrete brick stack.



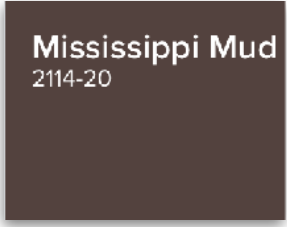
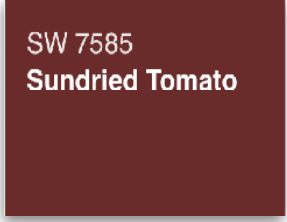
g. Windows and Doors - *Preservation and Rehabilitation*

Preserve all the windows and the front and side (1st St.) doors in situ. Assess their operability and perform any repair and maintenance needed to improve these, using an experienced finishing carpenter with proven experience in working with historic windows and doors.

Remove four low visibility windows on the south elevation and one basement window on the west elevation, which conflict with proposed new and improved layouts. Relocate the rear (west) door to an existing window opening and enlarge a small window opening on this elevation as well, both reasonable and low visibility interventions to improve natural light and flow in the main house. See door and window schedule in Lodge Craft HRA package and elevation details on pages 21 and 22.

h. Finishes - *Restoration*

Repaint the exterior in a traditional Tudor Revival colour scheme with traditional sheens, as current, but using researched late 1930s colours:

	<u>Building area</u>	<u>Researched 1930s Colour</u>	<u>Sheen</u>
	body (stucco)	Sensible White (California Paints) matches Benjamin Moore Dove Wing OC-18	Low luster
	All trim boards, sills facia, half-timbering, window sashes	Eclectic Trim (California Paints) matches Benjamin Moore Mississippi Mud 2114-20	Semi-gloss for trim boards and high gloss for window sashes
	Doors	Bright Red 33 (General Paint) matches Sherwin Williams Sun-dried Tomato 7585	High gloss
	Roof shingles	Royal Granite (Iko Crown Slate)	

Light fixtures - Restoration

There are two high visibility locations for light fixtures at the front and 1st Street entrances.

Install new Tudor/Arts & Crafts style light fixtures - a flush mount for the front door and a wall lantern for the side door. Appropriate design/model options are below. Confirm with the heritage consultant before ordering.



Rejuvenation Columbia 5" Arts & Crafts Lantern Wall Sconce



Feiss Shepherd 2 Light Flush Mount

Proposed Changes by Elevation

Front (north) elevation

no proposed changes on front elevation expect for adjusted colour scheme



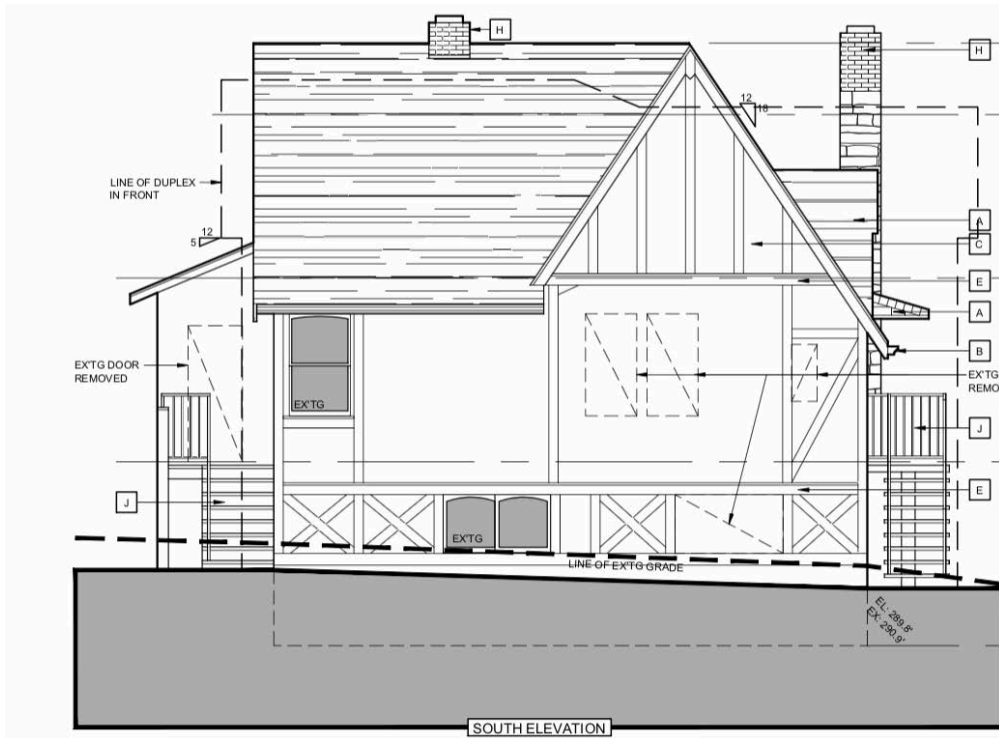
Existing front elevation
north



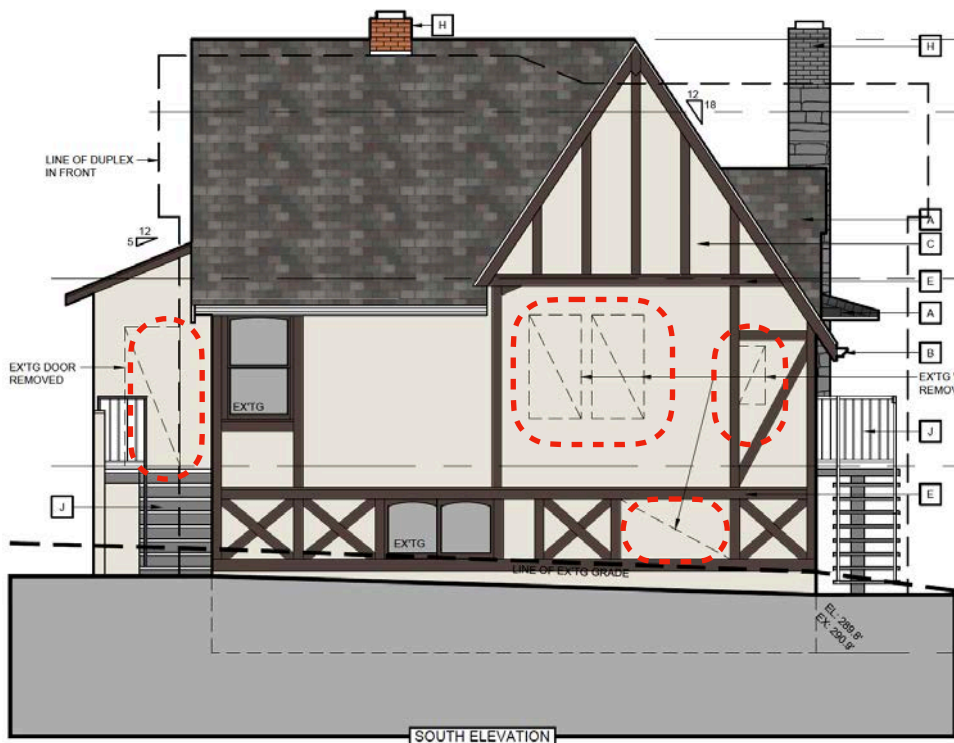
Proposed front elevation
north

Rear (south) elevation

Window and door opening changes to this very low visibility elevation to accommodate adjusted interior layouts (see outlined in red on proposed elevation).



Existing rear elevation south



Proposed rear elevation south

Side (east) elevation

Removal of northern flight of exterior stair



Existing side elevation
east



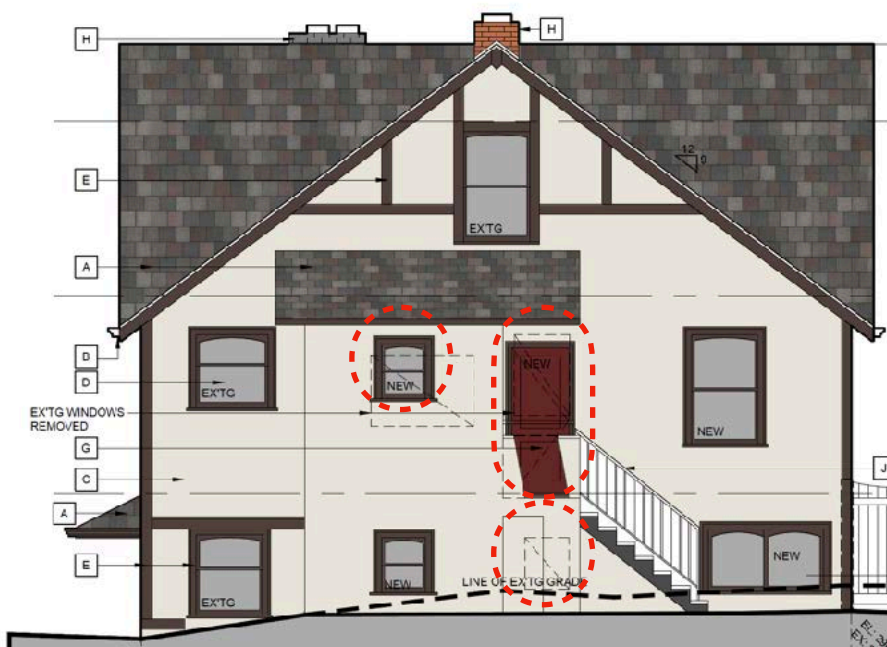
Proposed side elevation
east

Side (west) elevation

Window and door opening changes to this very low visibility elevation to accommodate adjusted interior layouts (see outlined in red on proposed elevation). Change of one window size (replica in-kind of existing window, but smaller), removal of a window, and change of one window opening into a door, through the relocation of the existing door from the porch structure to the elevation wall, now facing west.



Existing side elevation
west



Proposed side elevation
west

Maintenance Plan

Following completion of the conservation works, 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 an acceptable level or condition to which the heritage building is maintained through the Heritage Maintenance Bylaw. As with the Heritage Conservation Plan, such maintenance standards apply only to the building exterior.

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

Establish a maintenance plan using the information below:

Maintenance Checklist

a. Site

- Ensure site runoff drainage is directed away from buildings.
- It is recommended to maintain min. 2 foot clearance between vegetation and building face and a 12 inch wide gravel strip against the foundation in planted areas.
- Constantly manage vegetation (vines, etc.) that is ornamentally attached to the building.

b. Foundation

- Review exterior, and interior where visible, for signs of undue settlement, deformation or cracking of foundation and if encountered seek advice from Professional Engineer.
- Ensure perimeter drainage piping is functioning satisfactorily.
- Inspect basement interior for signs of moisture migrating through foundation walls in the form of efflorescence (a white powder on concrete) or staining of finishes. A "smell test" for musty air can indicate a moisture problem.

c. Wood Elements

- In the wet coastal climate of British Columbia maintaining integrity of exterior wood elements is critical in preventing water ingress into buildings.
- Annually inspect wood elements for signs of deterioration, identify source of problem and take corrective repair/replacement action:
 - o wood in contact with ground or plantings;
 - o excessive cupping, loose knots, cracks or splits;
 - o open wood-to-wood joints or loose/missing fasteners;
 - o attack from biological growth (moss, moulds, etc.) or infestations (carpenter ants, etc.);
 - o animal damage or accumulations (chewed holes, nesting, bird/rodent droppings) USE HAZARDOUS MATERIALS PROCEDURES;
 - o signs of water ingress (rot, staining, mould, infestation).
- Closely inspect highly exposed wood elements such as porches, railings and stairs for deterioration. Anticipate replacement in-kind of portions of these elements every 10-15 years.
- Inspect visible caulking joints for continuity and shrinkage. Expect to redo caulking every 3-5 years.
- Repainting shall be in historic colours as approved in this plan or with a Heritage Alteration Permit (HAP) issued by the Local Authority.

d. Stucco

- Most stucco deterioration is the result of water infiltration, either through the roof, around chimneys, window and door openings, or excessive ground water or moisture penetrating through, or splashing up from the foundation. After the cause of deterioration has been identified, any necessary repairs to the building should be made first before repairing the stucco.
- In the interest of saving or preserving as much as possible of the historic stucco, patching rather than wholesale replacement is preferable.

e. Windows and Doors

- Replace cracked or broken glass as it occurs.
- Check satisfactory operation of windows and doors.
- Check condition and operation of hardware for rust or breakage. Lubricate hardware annually.
- Inspect weather stripping for excessive wear and integrity.

f. Roofing and Rainwater Works

- Inspect roof condition every 5 years, looking for:
 - o loose, split or missing shingles, especially at edges, ridges and hips;
 - o excessive moss growth and/or accumulation of debris from adjacent trees;
 - o flashings functioning properly to shed water down slope.
- Remove roof debris and moss with gentle sweeping and low-pressure hose.
- Plan for roof replacement every 18-22.
- Annually inspect and clean gutters, flush out downpipes. Ensure gutters positively slope to downpipes, there are no leaks or water splashing onto building.
- Ensure gutter hangers and rainwater system elements intact and secure.
- Ensure downpipes inserted into collection piping stub-outs at grade and/or directed away from building onto concrete splash pads.

g. General Cleaning

- Building exterior should be regularly cleaned depending on build up of atmospheric soot, biological growth and/or dirt up-splash from ground.
- Cleaning prevents buildup 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 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 into wall assemblies and lead to bigger problems.

Research Resources

ancestry.ca Municipal voters lists

BC Archives - Death certificates for Maddocks and Fagerdahls

BC Assessment – Listing for 102 7th Avenue. States house built in 1941. Link: <https://www.bcassessment.ca//Property/Info/QTAWMDAzVVNZRw>

City of New Westminster- Building permit records - CityViews database

New Westminster Museum & Archives - Tax Assessments, Water Connection Records, Field Inspection Cards, 1931-1947 Fire Insurance Plan

New Westminster Public Library - Historic directories, Fire insurance maps, Municipal Voters Lists, Columbian Daily newspaper - various archival editions

Donald Luxton & Associates. 2018. Heritage Resources of Maple Ridge (Brief mention about architect Gerald Maddock on page 193)

Denise Cook Design, Birmingham & Wood, Jean Barman. 2009. Historical Neighbourhood Context Statement for Glenbrooke North.

newspapers.com:

Ingval Olaf Fagerdahl obit (with photo) Source: Province Newspaper July 5, 2007.

Newspaper obituary for Rita Fagerdahl, Vancouver Sun January 8, 2010.

Information submitted by Kelly Jenks, Fagerdahl's daughter, February 25th 2022.

APPENDIX 3

CONFIRMATION OF COMMITMENT BY 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 102 Seventh 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 102 Seventh 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



VIEW FROM NORTH

DRAWING LIST

ARCHITECTURAL

- A-1.1

COVER SHEET
- A-1.2

PROJECT DATA, CONTEXT MAP
- A-1.3

SITE PLAN
- A-1.4

STREET ELEVATIONS
- A-1.5

SITE SECTIONS
- A-2.1

HERITAGE HOUSE: LOWER FLOOR PLAN,
- A-2.2

HERITAGE HOUSE: UPPER FLOOR PLAN
- A-2.3

HERITAGE HOUSE: ATTIC PLAN
- A-2.4

HERITAGE HOUSE: ROOF PLAN
- A-3.1

HERITAGE HOUSE: BUILDING SECTION
- A-3.2

HERITAGE HOUSE: BUILDING SECTION
- A-4.1

HERITAGE HOUSE: NORTH ELEVATION / BUILDING HEIGHT
- A-4.2

HERITAGE HOUSE: EAST ELEVATION
- A-4.3

HERITAGE HOUSE: SOUTH ELEVATION
- A-4.4

HERITAGE HOUSE: WEST ELEVATION
- A-4.5

HERITAGE HOUSE: COLOURED NORTH ELEVATION / BUILDING HEIGHT
- A-4.6

HERITAGE HOUSE: COLOURED EAST ELEVATION
- A-4.7

HERITAGE HOUSE: COLOURED SOUTH ELEVATION
- A-4.8

HERITAGE HOUSE: COLOURED WEST ELEVATION
- A-5.1

DUPLEX: MAIN FLOOR PLAN
- A-5.2

DUPLEX: UPPER FLOOR PLAN
- A-5.3

DUPLEX: ROOF PLAN
- A-6.1

DUPLEX: BUILDING SECTIONS
- A-7.1

DUPLEX: EAST ELEVATION / BUILDING HEIGHT
- A-7.2

DUPLEX: SOUTH ELEVATION
- A-7.3

DUPLEX: WEST ELEVATION
- A-7.4

DUPLEX: NORTH ELEVATION
- A-7.5

DUPLEX: COLOURED EAST ELEVATION / BUILDING HEIGHT
- A-7.6

DUPLEX: COLOURED SOUTH ELEVATION
- A-7.7

DUPLEX: COLOURED WEST ELEVATION
- A-7.8

DUPLEX: COLOURED NORTH ELEVATION
- A-8.1

DOOR & WINDOW SCHEDULES
- A-8.2

TYPICAL FENCE DETAILS
- A-9.1

CONTEXT / HERITAGE HOUSE PHOTOS
- A-9.2

SITE SERVICES PLAN

LANDSCAPE

- L-1.0

LANDSCAPE SITE PLAN
- L-2.0

PLANTING PLAN

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DATE: Y/M/D	ISSUE/REVISION
21/09/01	ISSUED FOR HRA REZONING
22/01/10	RE-ISSUED FOR HRA REZONING
22/01/31	RE-ISSUED FOR HRA REZONING



2119 Edinburgh Street
New Westminster, BC
V3M 2X9 Canada

778-883-2024
christa@lodgecraft.ca

PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND
INFILL

102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
COVER SHEET

DWG. START DATE:

JAN 2020

SCALE:

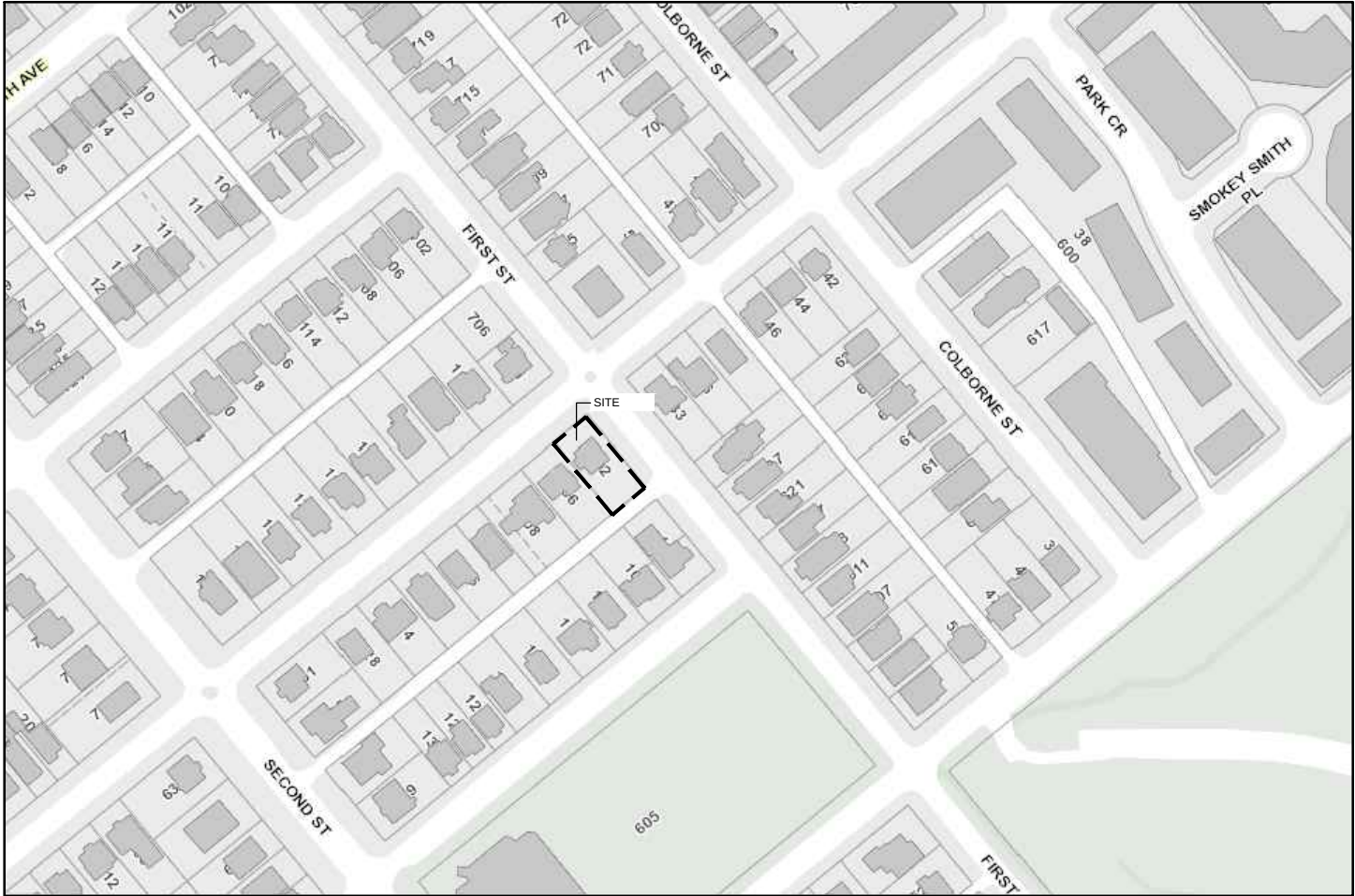
N/A

REVISION NO.:

0

DRAWING NO.:

A-1.1



1 CONTEXT MAP
SCALE: N.T.S.



2 SITE CONTEXT
SCALE: N/A

OVERALL SITE PROJECT DATA

LEGAL DESCRIPTION: LOT A OF LOTS 3 AND 4 OF THE NORTH HALF OF LOT 6
SUBURBAN BLOCK 13 NWD PLAN 6672

PID: 002-367-343

CIVIC ADDRESS: 102 SEVENTH AVENUE

EXT'G ZONING: SINGLE DETACHED/RS-1

PROPOSED ZONING / USE: HERITAGE REVITALIZATION AGREEMENT (HRA)

LOT SIZE: 5968.53 SF [554.48m²]

	PERMITTED/REQ'D	EXT'G/PROPOSED
PROJECT FLOOR SPACE RATIO:	0.5 (3008.50 SF)	0.76 (4547.20 SF)
PROJECT SITE COVERAGE:	35% (2106.95 SF)	33.68% (2010.00 SF)
PROJECT ATTACHED ACCESSORY:	10% (601.70 SF)	2.20% (132.46 SF)
PARKING:	4	4
BIKE PARKING:	0	4 BIKE LOCKERS

 =DEVELOPMENT VARIANCE REQUIRED

PROJECT DATA - NEW LOT HERITAGE HOUSE

CIVIC ADDRESS: 102 SEVENTH AVENUE

EXT'G ZONING: SINGLE DETACHED/RS-1

PROPOSED ZONING / USE: HERITAGE REVITALIZATION AGREEMENT (HRA)SINGLE DETACHED

NOTE: ZONING CALCULATIONS COMPARED TO RS-1 RESIDENTIAL ZONE REGULATIONS

HEIGHT DATUM: (290.1'+285.9'+292.0'+292.2')/4 = 290.1'

	PERMITTED/REQ'D	EXT'G/PROPOSED
LOT SIZE:	6000.00 SF	3319.98 SF
HEIGHT:	25.00'	19.83'
ROOF PEAK:	35.00'	26.40'
FLOOR SPACE RATIO:	0.5 (1660.26 SF)	0.75 (2497.20 SF)
SITE COVERAGE:	0.35 (1162.18 SF)	0.30 (985.00 SF)
ATTACHED ACCESSORY:	10% (332.05 SF)	1.6% (52.46 SF)
SETBACKS:		
FRONT YARD (SEVENTH AVE):	12.8'	27.7'
SIDE YARD (FIRST ST.):	5.0'	11.4'
REAR YARD (SOUTH):	12.8'	2.9'
SIDE YARD (WEST):	5.0'	6.8'

PROJECT DATA - NEW LOT DUPLEX

CIVIC ADDRESS: 686 FIRST STREET

EXT'G ZONING: SINGLE DETACHED/RS-1

PROPOSED ZONING / USE: HERITAGE REVITALIZATION AGREEMENT (HRA) DUPLEX

NOTE: ZONING CALCULATIONS COMPARED TO RT-1 DUPLEX ZONE REGULATIONS

HEIGHT DATUM: (292.0'+292.2'+290.3'+295.3')/4 = 292.4'

	PERMITTED/REQ'D	EXT'G/PROPOSED
LOT SIZE:	6000.00 SF	2648.55 SF
HEIGHT:	25.0'	18.6'
FLOOR SPACE RATIO:	0.6 (1617.98 SF)	0.77 (2050.00 SF)
SITE COVERAGE:	0.4 (1078.66 SF)	0.39 (1025.00 SF)
ATTACHED ACCESSORY:	10% (269.66 SF)	3.00% (80.00 SF)
SETBACKS:		
FRONT YARD (FIRST ST.):	10.6'	7.0'
SIDE YARD (LANE):	5.0'	20.0'
REAR YARD (WEST):	10.6'	10.8'
SIDE YARD (NORTH):	5.0'	1.1'
TOTAL SIDE YARDS:	12.5'	21.1'

DWELLING UNIT SUMMARY (FSR)

BLDG.	UNIT	ADDRESS	TYPE	AREA	BLDG. TOTAL	ATTACHED ACCESSORY	PRIV. OUTDR.
HERT. HS.	UPPER	1-102 SEVENTH AVE.	3 BDRM	1515.70 SF		39.80 SF	270.59 SF
	LOWER	2-102 SEVENTH AVE.	2 BDRM RENTAL	981.50 SF		12.66 SF	159.50 SF
	TOTAL			2497.20 SF	2497.20 SF	52.46 SF	
DUPLEX	UNIT A	1-686 FIRST ST.	2 BDRM	1025.00 SF		40.00 SF	175.23 SF
	UNIT B	2-686 FIRST ST.	2 BDRM	1025.00 SF		40.00 SF	161.90 SF
					2050.00 SF	80.00 SF	
	TOTAL				4547.20 SF	132.46 SF	767.22 SF

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22/01/31	RE-ISSUED FOR HRA REZONING



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New Westminster, BC
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christa@lodgecraft.ca

PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND
INFILL

102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
PROJECT DATA
CONTEXT MAP

DWG. START DATE: JAN 2020

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

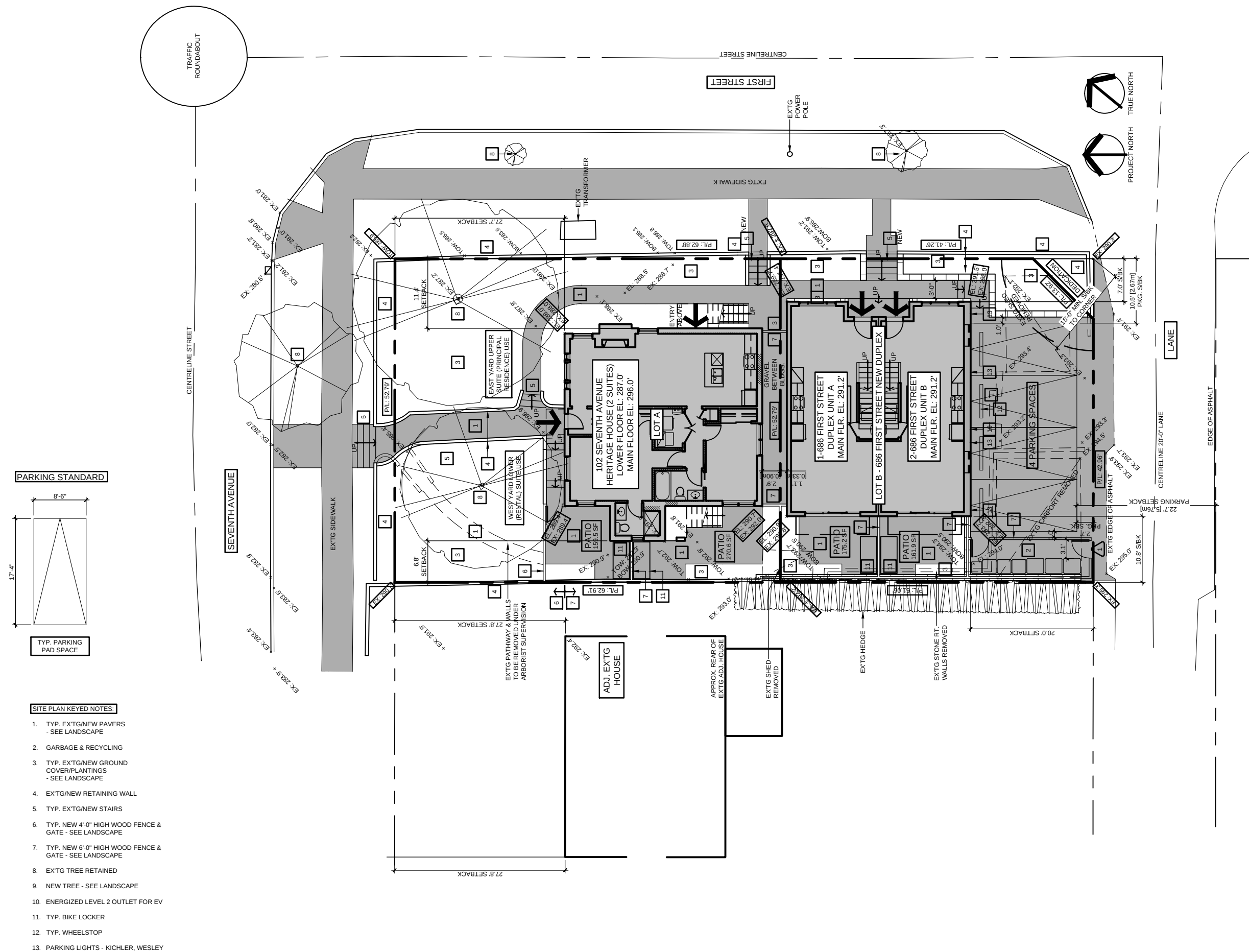
REVISION NO.: 0

DRAWING NO.:

A-1.2

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22/01/31	RE-ISSUED FOR HRA REZONING

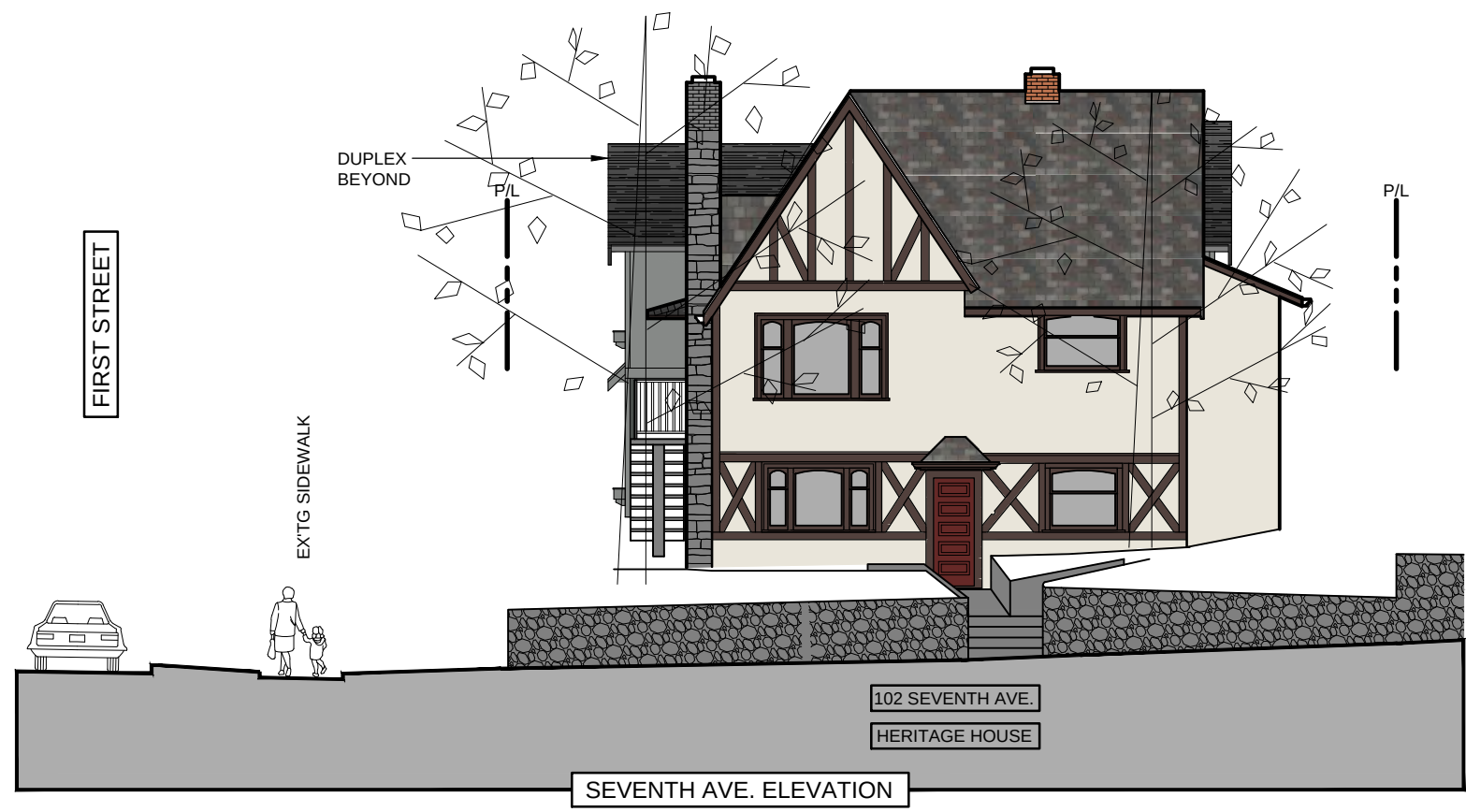


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22/01/31	RE-ISSUED FOR HRA REZONING



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PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND INFILL

102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
STREET ELEVATIONS

DWG. START DATE:	JAN 2020
SCALE:	3/32"=1'-0"
REVISION NO.:	Δ
DRAWING NO.:	

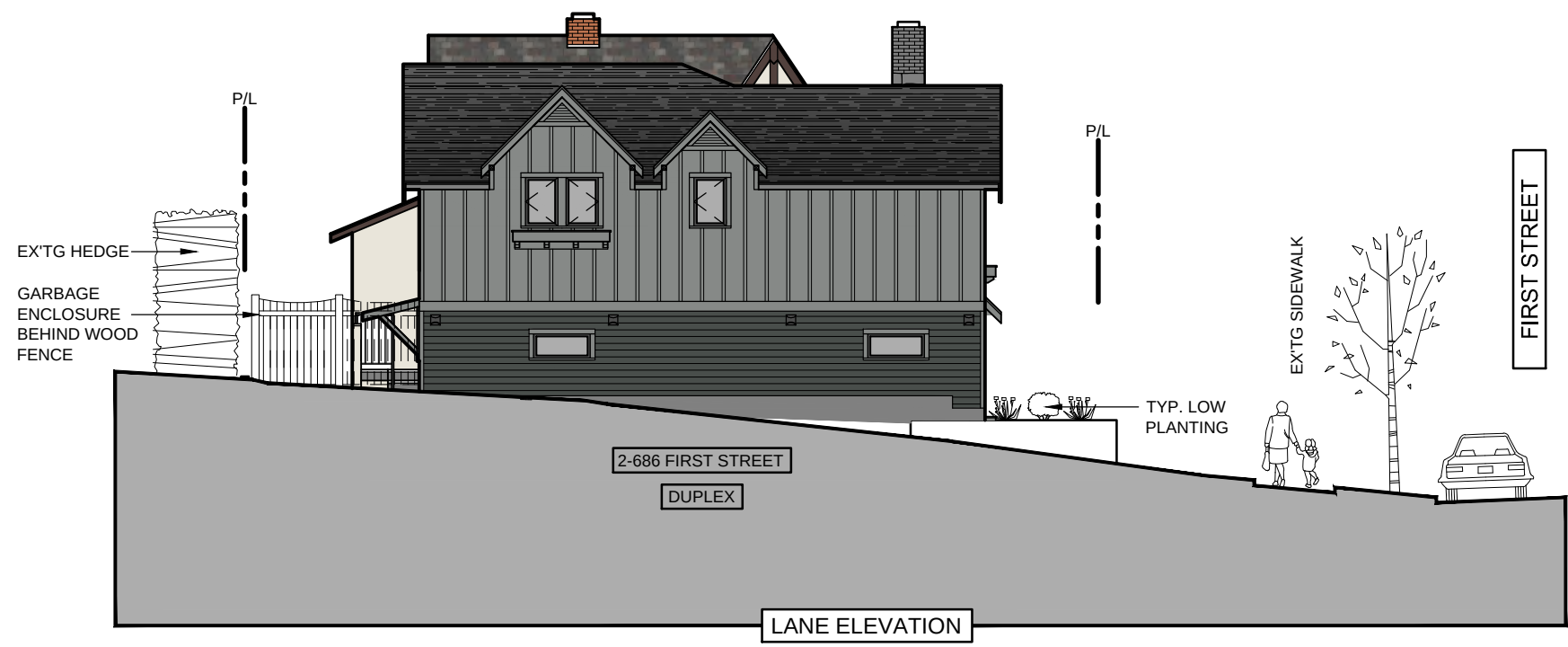
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22/01/10	RE-ISSUED FOR HRA REZONING
22/01/31	RE-ISSUED FOR HRA REZONING



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PROJECT NO.: 19-011

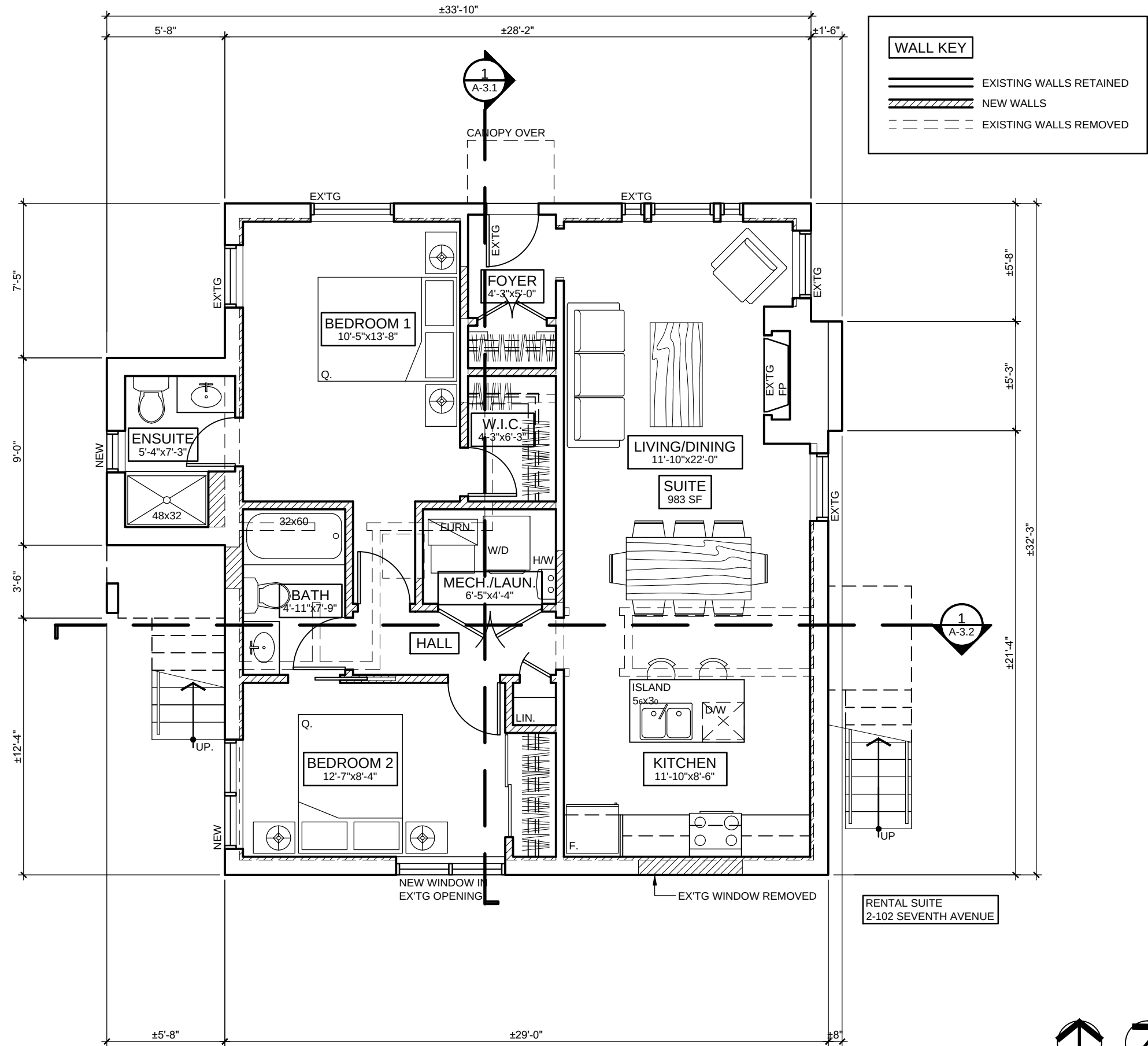
PROJECT TITLE:
HRA RESTORATION AND
INFILL

102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
SITE SECTIONS

DWG. START DATE:	JAN 2020
SCALE:	3/32"=1'-0"
REVISION NO.:	6
DRAWING NO.:	

A-1.5



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21/09/01	ISSUED FOR HRA REZONING
22/01/10	RE-ISSUED FOR HRA REZONING
22/01/31	RE-ISSUED FOR HRA REZONING



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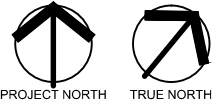
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HRA RESTORATION AND
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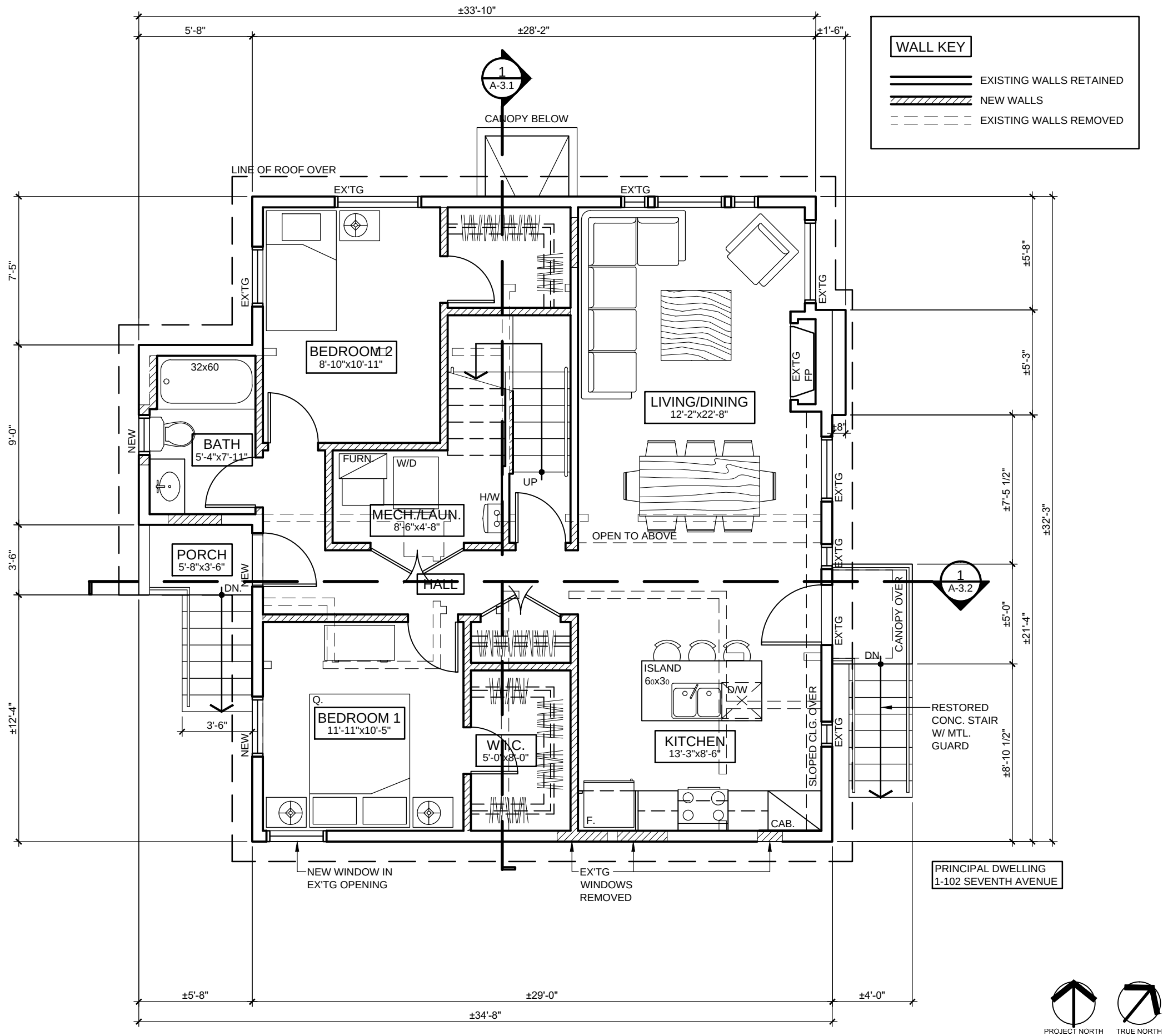
102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
HERITAGE HOUSE:
LOWER FLOOR PLAN

DWG. START DATE:	APR. 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	Δ
DRAWING NO.:	

A-2.1





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22/01/31	RE-ISSUED FOR HRA REZONING



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christa@lodgecraft.ca

PROJECT NO.: 19-011

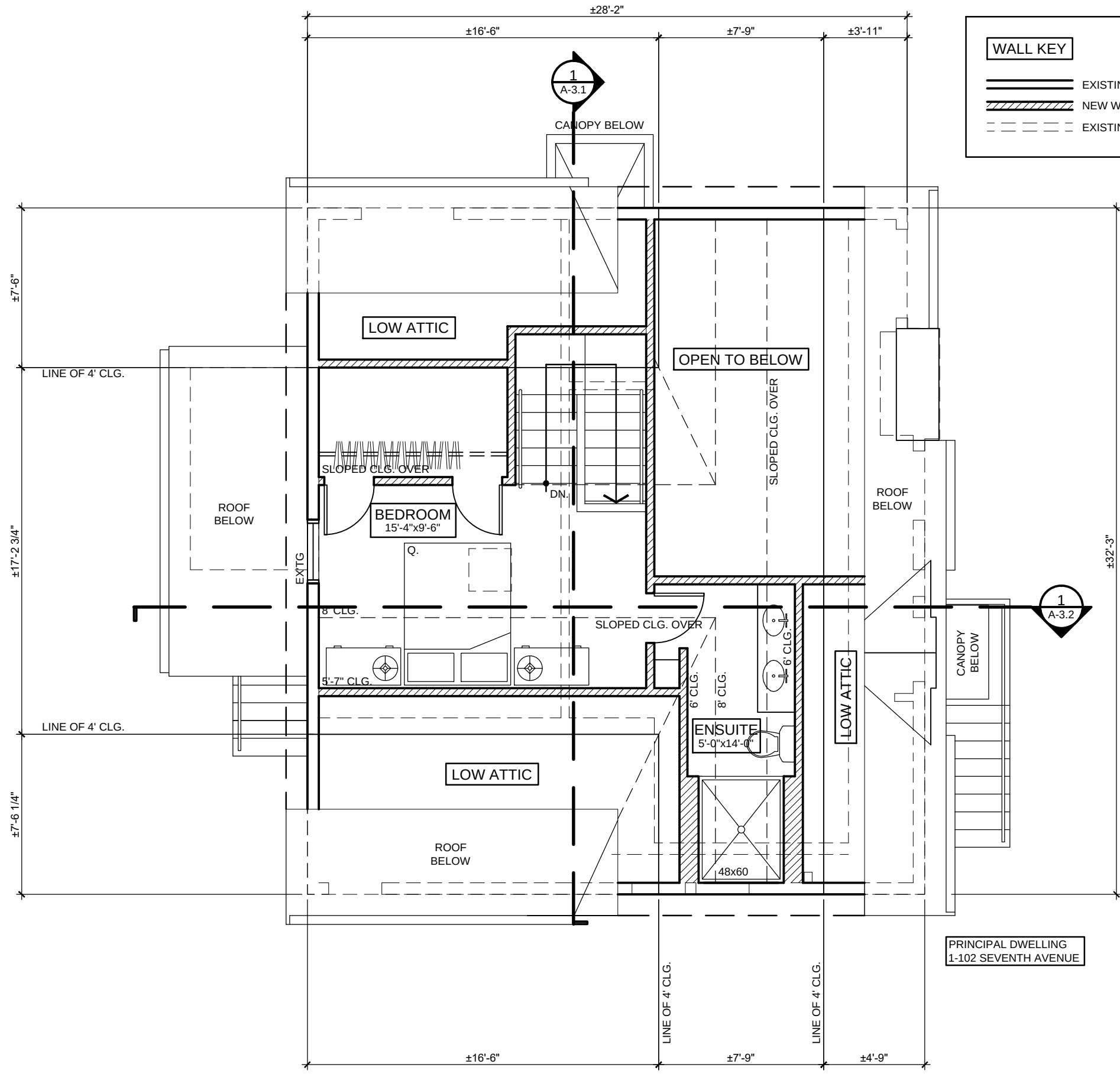
PROJECT TITLE:
HRA RESTORATION AND
INFILL

102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
HERITAGE HOUSE:
UPPER FLOOR PLAN

DWG. START DATE:	APR. 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	Δ
DRAWING NO.:	

A-2.2



WALL KEY

EXISTING WALLS RETAINED

NEW WALLS

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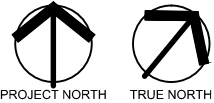
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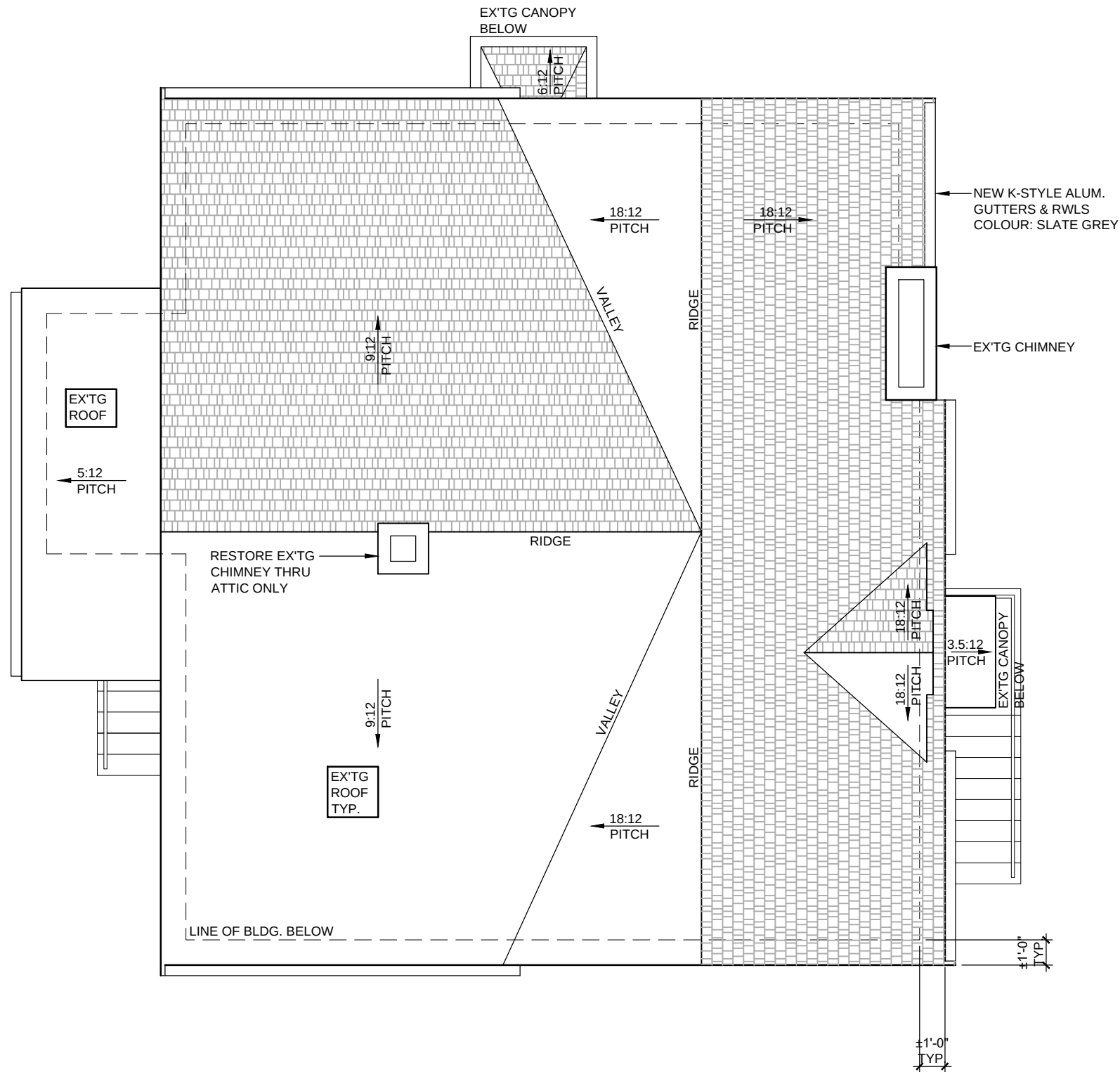
102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
HERITANCE HOUSE:
ATTIC PLAN

DWG. START DATE:	APR. 2020
SCALE:	3/16"=1'-0"
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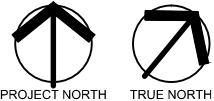
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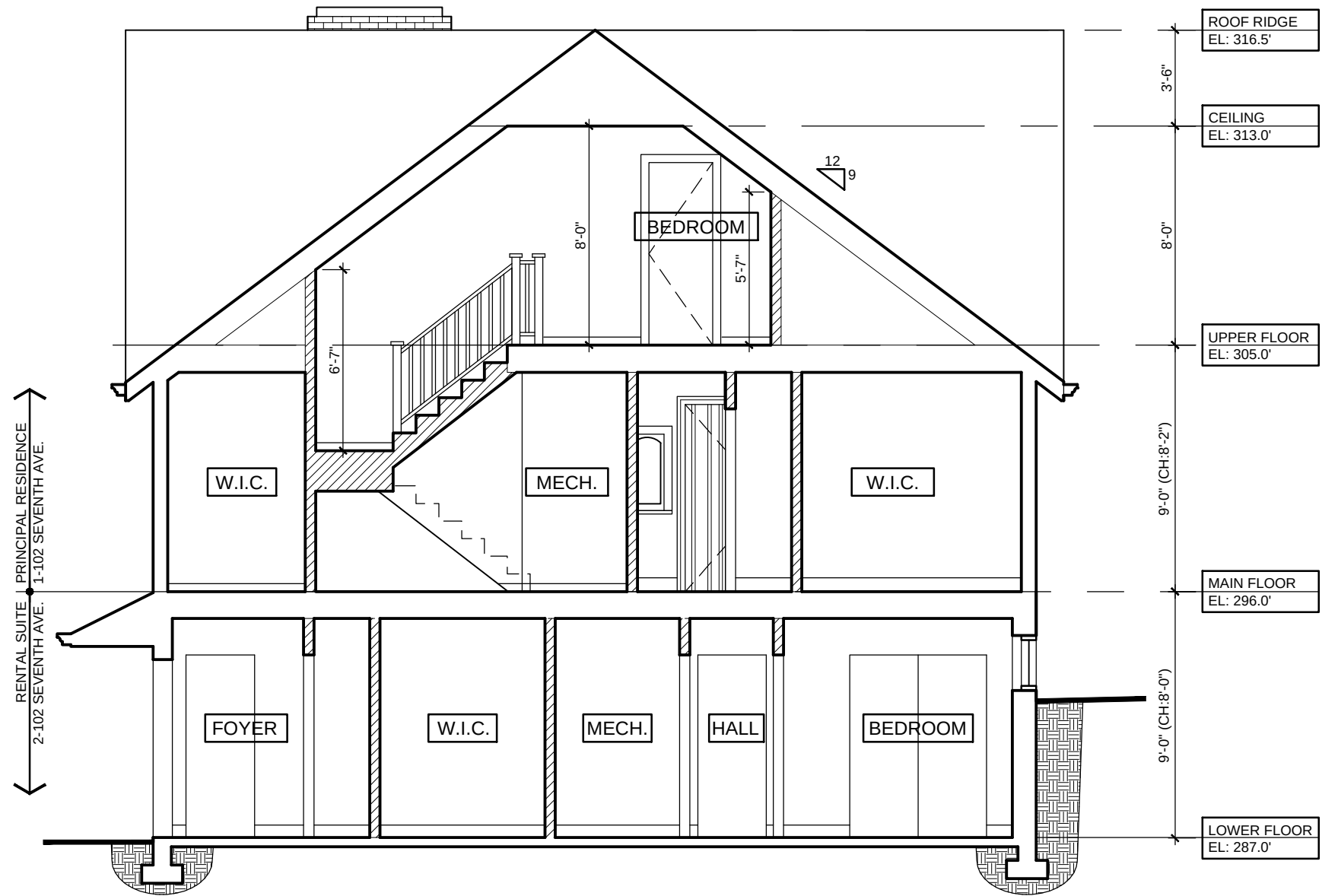
102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
HERITAGE HOUSE:
ROOF PLAN

DWG. START DATE:	APR. 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	0
DRAWING NO.:	

A-2.4





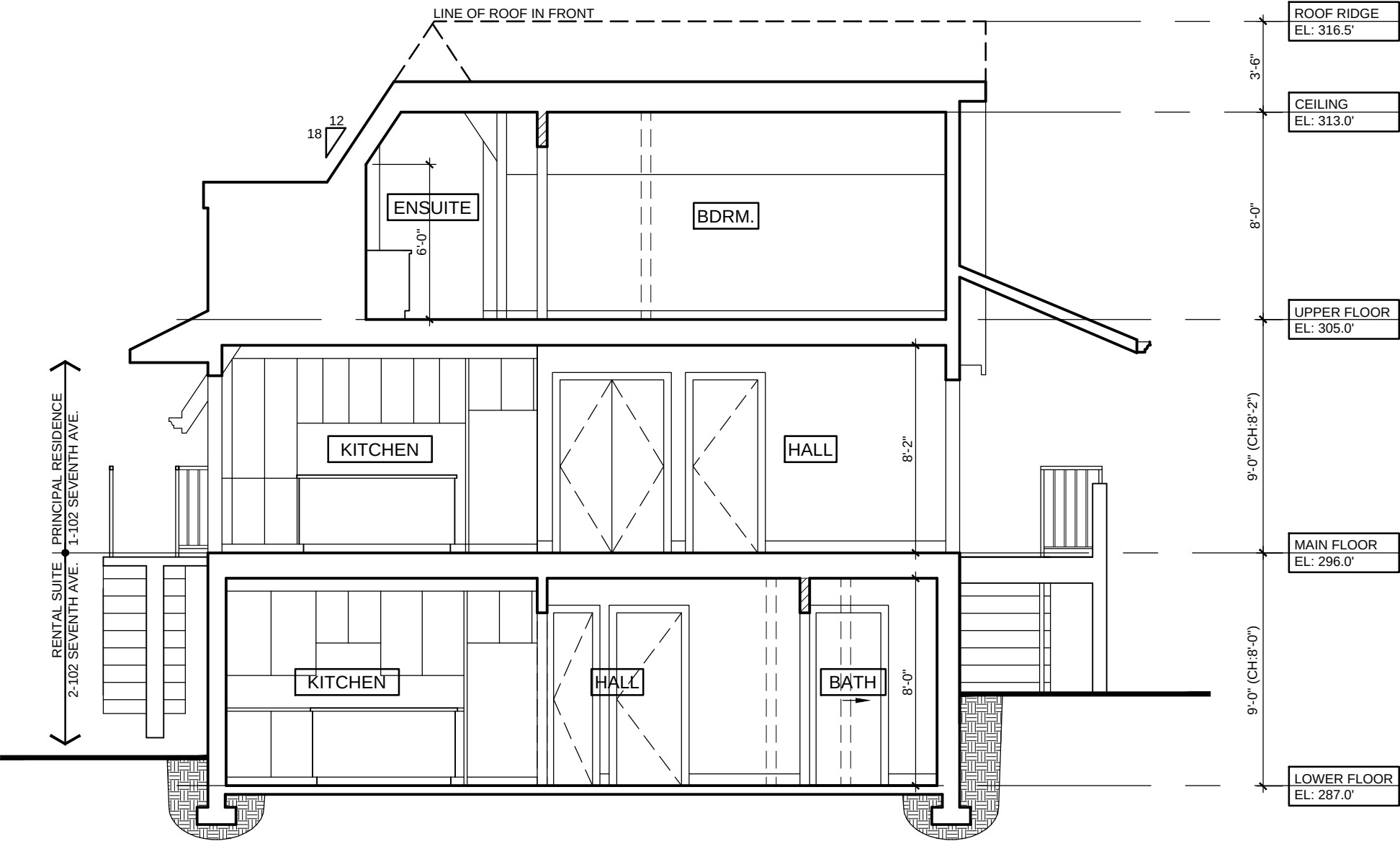
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PROJECT NO.: 19-011	
PROJECT TITLE: HRA RESTORATION AND INFILL	
102 SEVENTH AVENUE NEW WESTMINSTER, BC	
DRAWING TITLE: HERITAGE HOUSE: BUILDING SECTION	
DWG. START DATE:	APR. 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	6
DRAWING NO.:	
A-3.1	



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PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND
INFILL

102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
HERITAGE HOUSE:
BUILDING SECTION

DWG. START DATE:	APR. 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	6
DRAWING NO.:	

A-3.2



ROOF RIDGE
EL: 316.5'

CEILING
EL: 313.0'

ROOF HEIGHT
EL: 309.93'

UPPER FLOOR
EL: 305.0'

AVG. FASCIA
EL: 303.35'

MAIN FLOOR
EL: 296.0'

HT. DATUM
EL: 290.1'

LOWER FLOOR
EL: 287.0'

MATERIALS KEY

- A** NEW ASPHALT SHINGLES, IKO CROWNE SLATE, COLOUR: ROYAL GRANITE
- B** NEW ALUM. GUTTERS W/ RWLS, COLOUR: SLATE GREY
- C** RESTORED EX'TG/NEW STUCCO, TEXTURE T.M.E. COLOUR: BM OC-18 DOVE WING
- D** RESTORED EX'TG/NEW WOOD WINDOWS COLOUR: BM 2114-20 MISSISSIPPI MUD
- E** RESTORED EX'TG/NEW WOOD TRIMS, T.M.E. COLOUR: BM 2114-20 MISSISSIPPI MUD
- F** RESTORED EX'TG WOOD DOOR COLOUR: SW7585 SUNDRIED TOMATO
- G** NEW WOOD DOOR COLOUR: SW7585 SUNDRIED TOMATO
- H** EX'TG RESTORED STONE AND/OR BRICK CHIMNEY
- J** RESTORED STAIR W/ CONC. TREADS & MTL. G/RAIL COLOUR: BLACK

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PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND INFILL

**102 SEVENTH AVENUE
NEW WESTMINSTER, BC**

DRAWING TITLE:
**HERITAGE HOUSE:
NORTH ELEVATION /
BUILDING HEIGHT**

DWG. START DATE:	JAN 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	6
DRAWING NO.:	

A-4.1



MATERIALS KEY

- A** NEW ASPHALT SHINGLES, IKO CROWNE SLATE, COLOUR: ROYAL GRANITE
- B** NEW ALUM. GUTTERS W/ RWLS, COLOUR: SLATE GREY
- C** RESTORED EX'TG/NEW STUCCO, TEXTURE T.M.E. COLOUR: BM OC-18 DOVE WING
- D** RESTORED EX'TG/NEW WOOD WINDOWS COLOUR: BM 2114-20 MISSISSIPPI MUD
- E** RESTORED EX'TG/NEW WOOD TRIMS, T.M.E. COLOUR: BM 2114-20 MISSISSIPPI MUD
- F** RESTORED EX'TG WOOD DOOR COLOUR: SW7585 SUNDRIED TOMATO
- G** NEW WOOD DOOR COLOUR: SW7585 SUNDRIED TOMATO
- H** EX'TG RESTORED STONE AND/OR BRICK CHIMNEY
- J** RESTORED STAIR W/ CONC. TREADS & MTL. G/RAIL COLOUR: BLACK

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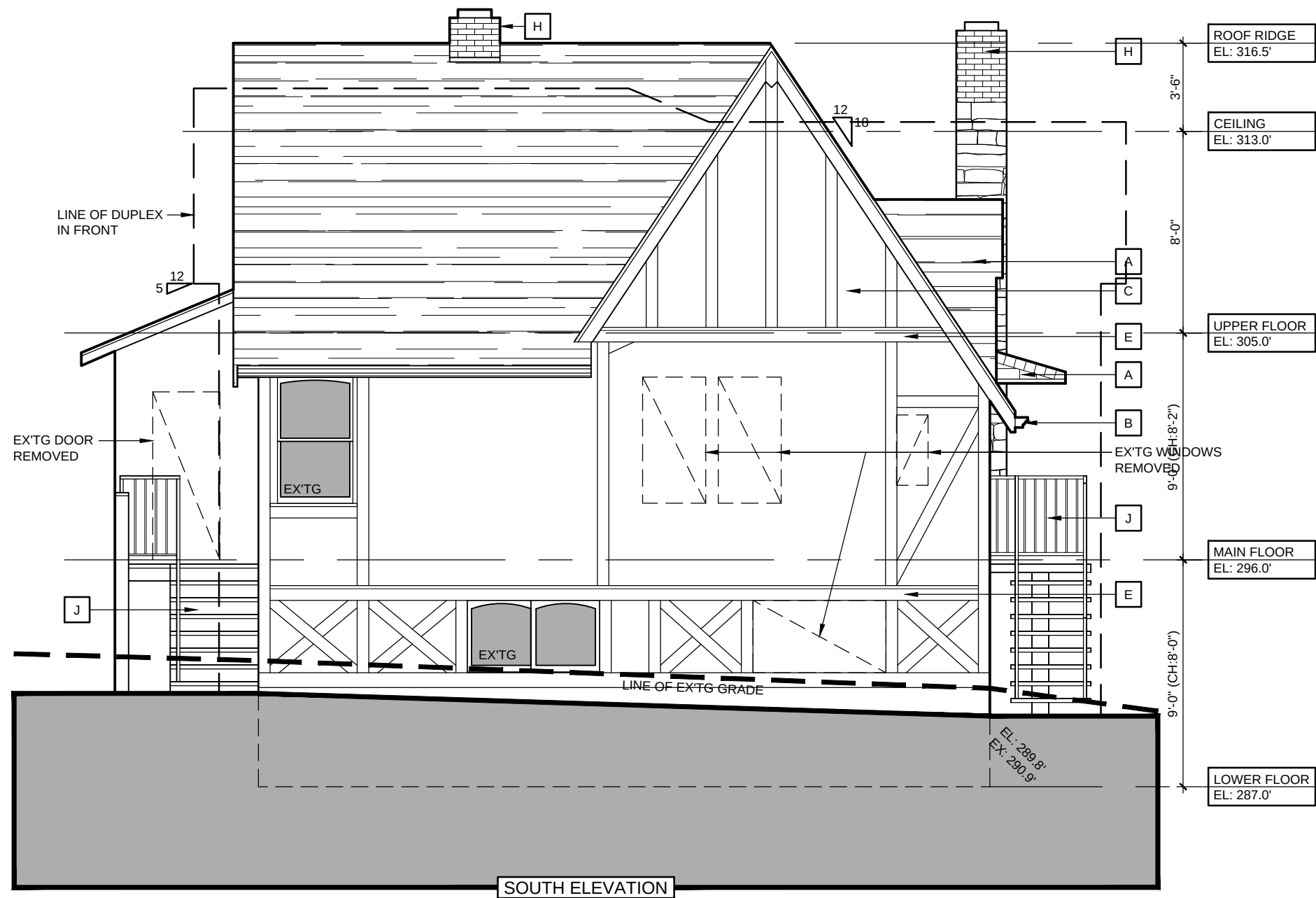
PROJECT TITLE:
HRA RESTORATION AND INFILL

**102 SEVENTH AVENUE
NEW WESTMINSTER, BC**

DRAWING TITLE:
**HERITAGE HOUSE:
EAST ELEVATION**

DWG. START DATE:	JAN 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	6
DRAWING NO.:	

A-4.2



MATERIALS KEY

- A** NEW ASPHALT SHINGLES, IKO CROWNE SLATE, COLOUR: ROYAL GRANITE
- B** NEW ALUM. GUTTERS W/ RWLS, COLOUR: SLATE GREY
- C** RESTORED EX'TG/NEW STUCCO, TEXTURE T.M.E. COLOUR: BM OC-18 DOVE WING
- D** RESTORED EX'TG/NEW WOOD WINDOWS COLOUR: BM 2114-20 MISSISSIPPI MUD
- E** RESTORED EX'TG/NEW WOOD TRIMS, T.M.E. COLOUR: BM 2114-20 MISSISSIPPI MUD
- F** RESTORED EX'TG WOOD DOOR COLOUR: SW7585 SUNDRIED TOMATO
- G** NEW WOOD DOOR COLOUR: SW7585 SUNDRIED TOMATO
- H** EX'TG RESTORED STONE AND/OR BRICK CHIMNEY
- J** RESTORED STAIR W/ CONC. TREADS & MTL. G/RAIL COLOUR: BLACK

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christa@lodgecraft.ca

PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND INFILL

**102 SEVENTH AVENUE
NEW WESTMINSTER, BC**

DRAWING TITLE:
**HERITAGE HOUSE:
SOUTH ELEVATION**

DWG. START DATE:	JAN 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	6
DRAWING NO.:	

A-4.3



MATERIALS KEY

- A** NEW ASPHALT SHINGLES, IKO CROWNE SLATE, COLOUR: ROYAL GRANITE
- B** NEW ALUM. GUTTERS W/ RWLS, COLOUR: SLATE GREY
- C** RESTORED EX'TG/NEW STUCCO, TEXTURE T.M.E. COLOUR: BM OC-18 DOVE WING
- D** RESTORED EX'TG/NEW WOOD WINDOWS COLOUR: BM 2114-20 MISSISSIPPI MUD
- E** RESTORED EX'TG/NEW WOOD TRIMS, T.M.E. COLOUR: BM 2114-20 MISSISSIPPI MUD
- F** RESTORED EX'TG WOOD DOOR COLOUR: SW7585 SUNDRIED TOMATO
- G** NEW WOOD DOOR COLOUR: SW7585 SUNDRIED TOMATO
- H** EX'TG RESTORED STONE AND/OR BRICK CHIMNEY
- J** RESTORED STAIR W/ CONC. TREADS & MTL. G/RAIL COLOUR: BLACK

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PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND INFILL

**102 SEVENTH AVENUE
NEW WESTMINSTER, BC**

DRAWING TITLE:

**HERITAGE HOUSE:
WEST ELEVATION**

DWG. START DATE:

JAN 2020

SCALE:

3/16"=1'-0"

REVISION NO.:

0

DRAWING NO.:

A-4.4



ROOF RIDGE
EL: 316.5'

CEILING
EL: 313.0'

ROOF HEIGHT
EL: 309.93'

UPPER FLOOR
EL: 305.0'

AVG. FASCIA
EL: 303.35'

MAIN FLOOR
EL: 296.0'

HT. DATUM
EL: 290.1'

LOWER FLOOR
EL: 287.0'

MATERIALS KEY

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- B** NEW ALUM. GUTTERS W/ RWLS, COLOUR: SLATE GREY
- C** RESTORED EX'TG/NEW STUCCO, TEXTURE T.M.E. COLOUR: BM OC-18 DOVE WING
- D** RESTORED EX'TG/NEW WOOD WINDOWS COLOUR: BM 2114-20 MISSISSIPPI MUD
- E** RESTORED EX'TG/NEW WOOD TRIMS, T.M.E. COLOUR: BM 2114-20 MISSISSIPPI MUD
- F** RESTORED EX'TG WOOD DOOR COLOUR: SW7585 SUNDRIED TOMATO
- G** NEW WOOD DOOR COLOUR: SW7585 SUNDRIED TOMATO
- H** EX'TG RESTORED STONE AND/OR BRICK CHIMNEY
- J** RESTORED STAIR W/ CONC. TREADS & MTL. G/RAIL COLOUR: BLACK

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PROJECT TITLE:
HRA RESTORATION AND INFILL

**102 SEVENTH AVENUE
NEW WESTMINSTER, BC**

DRAWING TITLE:

**HERITAGE HOUSE:
COLOURED
NORTH ELEVATION /
BUILDING HEIGHT**

DWG. START DATE:

JAN 2020

SCALE:

3/16"=1'-0"

REVISION NO.:

0

DRAWING NO.:

A-4.5



MATERIALS KEY

- A NEW ASPHALT SHINGLES, IKO CROWNE SLATE, COLOUR: ROYAL GRANITE
- B NEW ALUM. GUTTERS W/ RWLS, COLOUR: SLATE GREY
- C RESTORED EX'TG/NEW STUCCO, TEXTURE T.M.E. COLOUR: BM OC-18 DOVE WING
- D RESTORED EX'TG/NEW WOOD WINDOWS COLOUR: BM 2114-20 MISSISSIPPI MUD
- E RESTORED EX'TG/NEW WOOD TRIMS, T.M.E. COLOUR: BM 2114-20 MISSISSIPPI MUD
- F RESTORED EX'TG WOOD DOOR COLOUR: SW7585 SUNDRIED TOMATO
- G NEW WOOD DOOR COLOUR: SW7585 SUNDRIED TOMATO
- H EX'TG RESTORED STONE AND/OR BRICK CHIMNEY
- J RESTORED STAIR W/ CONC. TREADS & MTL. G/RAIL COLOUR: BLACK

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PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND
INFILL

102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:

HERITAGE HOUSE:
COLOURED
EAST ELEVATION

DWG. START DATE:

JAN 2020

SCALE:

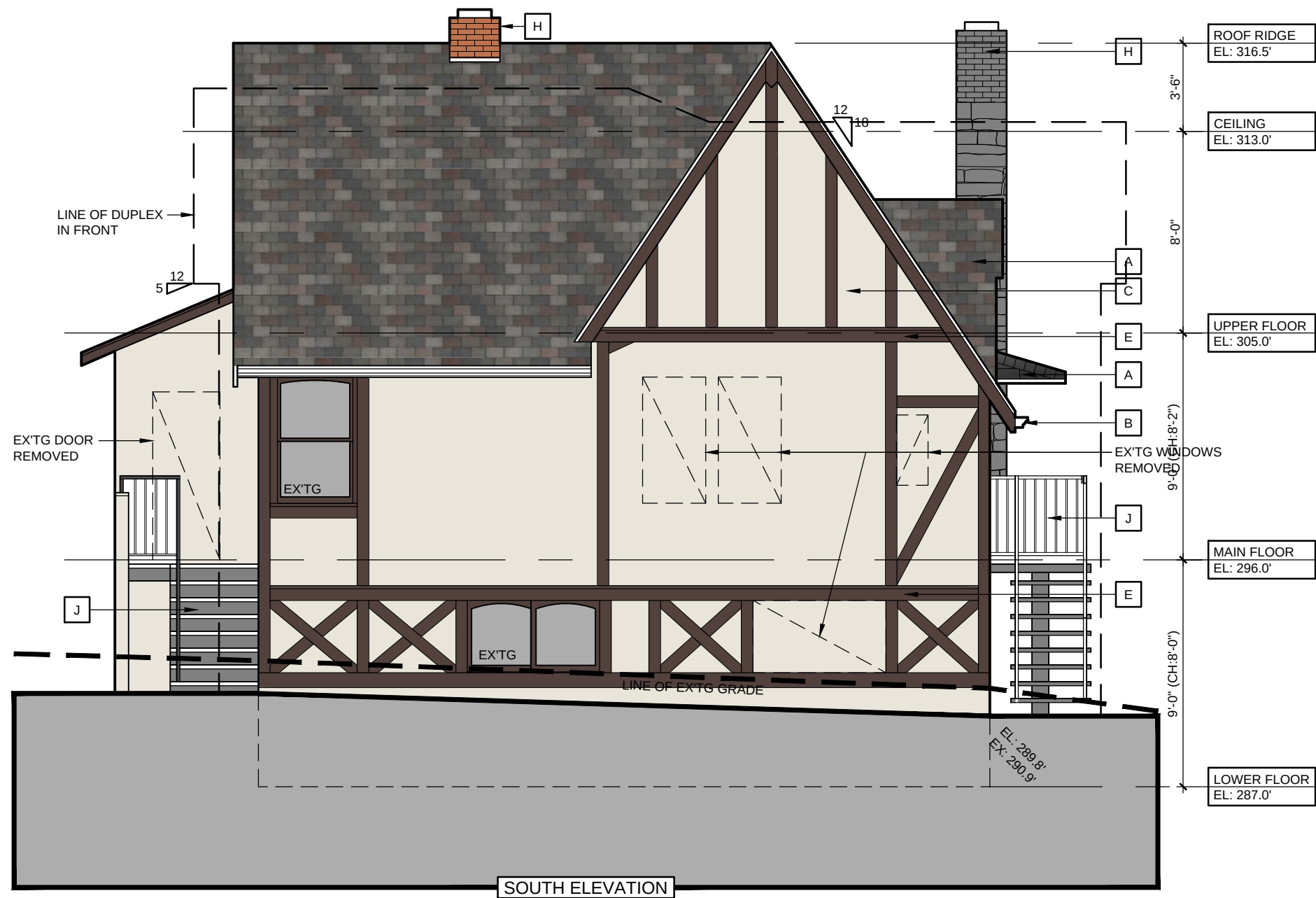
3/16"=1'-0"

REVISION NO.:

6

DRAWING NO.:

A-4.6



MATERIALS KEY

- A** NEW ASPHALT SHINGLES, IKO CROWNE SLATE, COLOUR: ROYAL GRANITE
- B** NEW ALUM. GUTTERS W/ RWLS, COLOUR: SLATE GREY
- C** RESTORED EX'TG/NEW STUCCO, TEXTURE T.M.E. COLOUR: BM OC-18 DOVE WING
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- F** RESTORED EX'TG WOOD DOOR COLOUR: SW7585 SUNDRIED TOMATO
- G** NEW WOOD DOOR COLOUR: SW7585 SUNDRIED TOMATO
- H** EX'TG RESTORED STONE AND/OR BRICK CHIMNEY
- J** RESTORED STAIR W/ CONC. TREADS & MTL. G/RAIL COLOUR: BLACK

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PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND INFILL

**102 SEVENTH AVENUE
NEW WESTMINSTER, BC**

DRAWING TITLE:
**HERITAGE HOUSE:
COLOURED
SOUTH ELEVATION**

DWG. START DATE:	JAN 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	6
DRAWING NO.:	

A-4.7



MATERIALS KEY

- A NEW ASPHALT SHINGLES, IKO CROWNE SLATE, COLOUR: ROYAL GRANITE
- B NEW ALUM. GUTTERS W/ RWLS, COLOUR: SLATE GREY
- C RESTORED EX'TG/NEW STUCCO, TEXTURE T.M.E. COLOUR: BM OC-18 DOVE WING
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- G NEW WOOD DOOR COLOUR: SW7585 SUNDRIED TOMATO
- H EX'TG RESTORED STONE AND/OR BRICK CHIMNEY
- J RESTORED STAIR W/ CONC. TREADS & MTL. G/RAIL COLOUR: BLACK

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22/01/10	RE-ISSUED FOR HRA REZONING
22/01/31	RE-ISSUED FOR HRA REZONING



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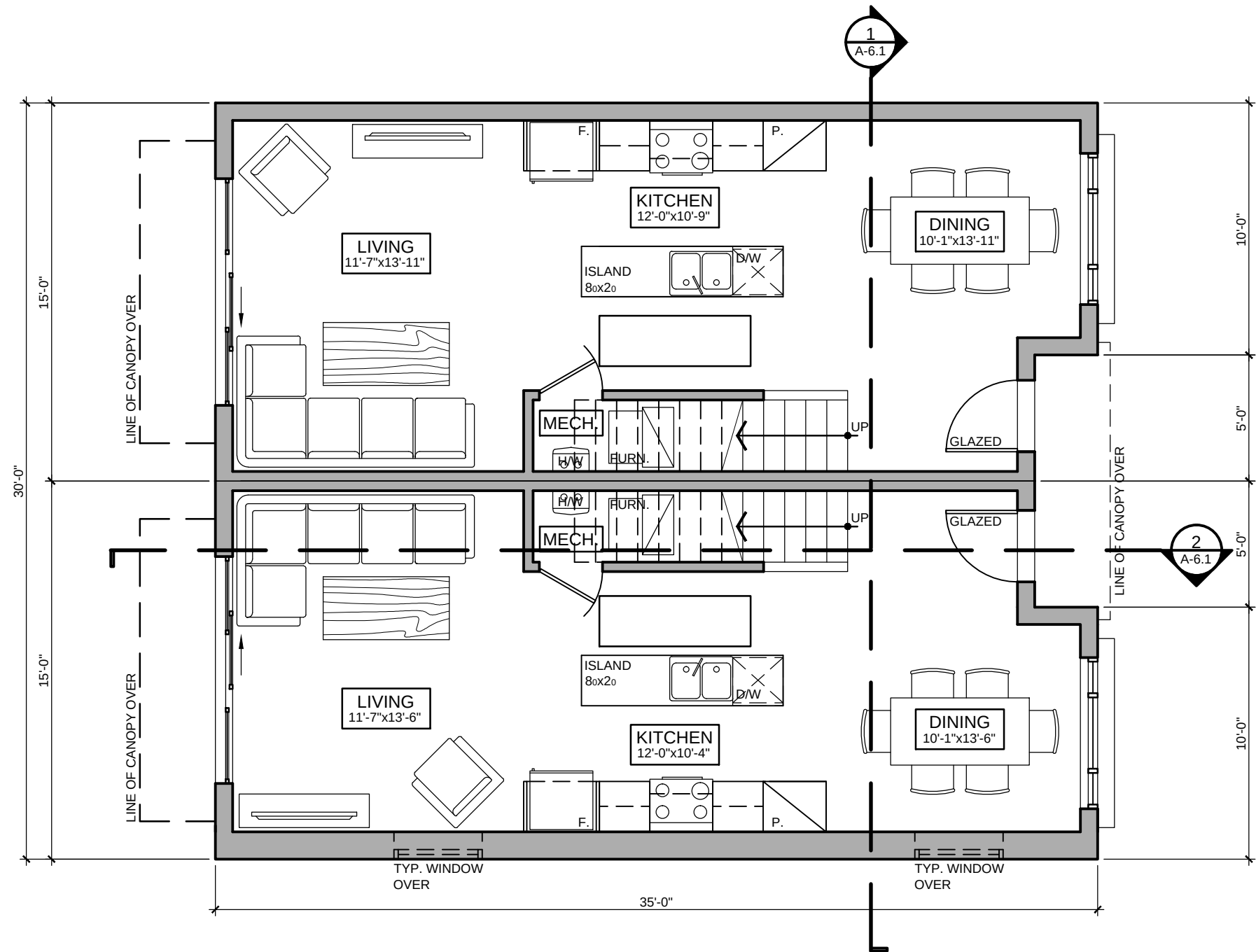
PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND
INFILL

102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
HERITAGE HOUSE:
COLOURED
WEST ELEVATION

DWG. START DATE:	JAN 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	6
DRAWING NO.:	A-4.8



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PROJECT NO.: 19-011

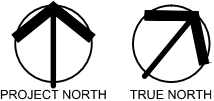
PROJECT TITLE:
HRA RESTORATION AND
INFILL

102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
DUPLEX:
MAIN FLOOR PLAN

DWG. START DATE:	APR. 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	Δ
DRAWING NO.:	

A-5.1

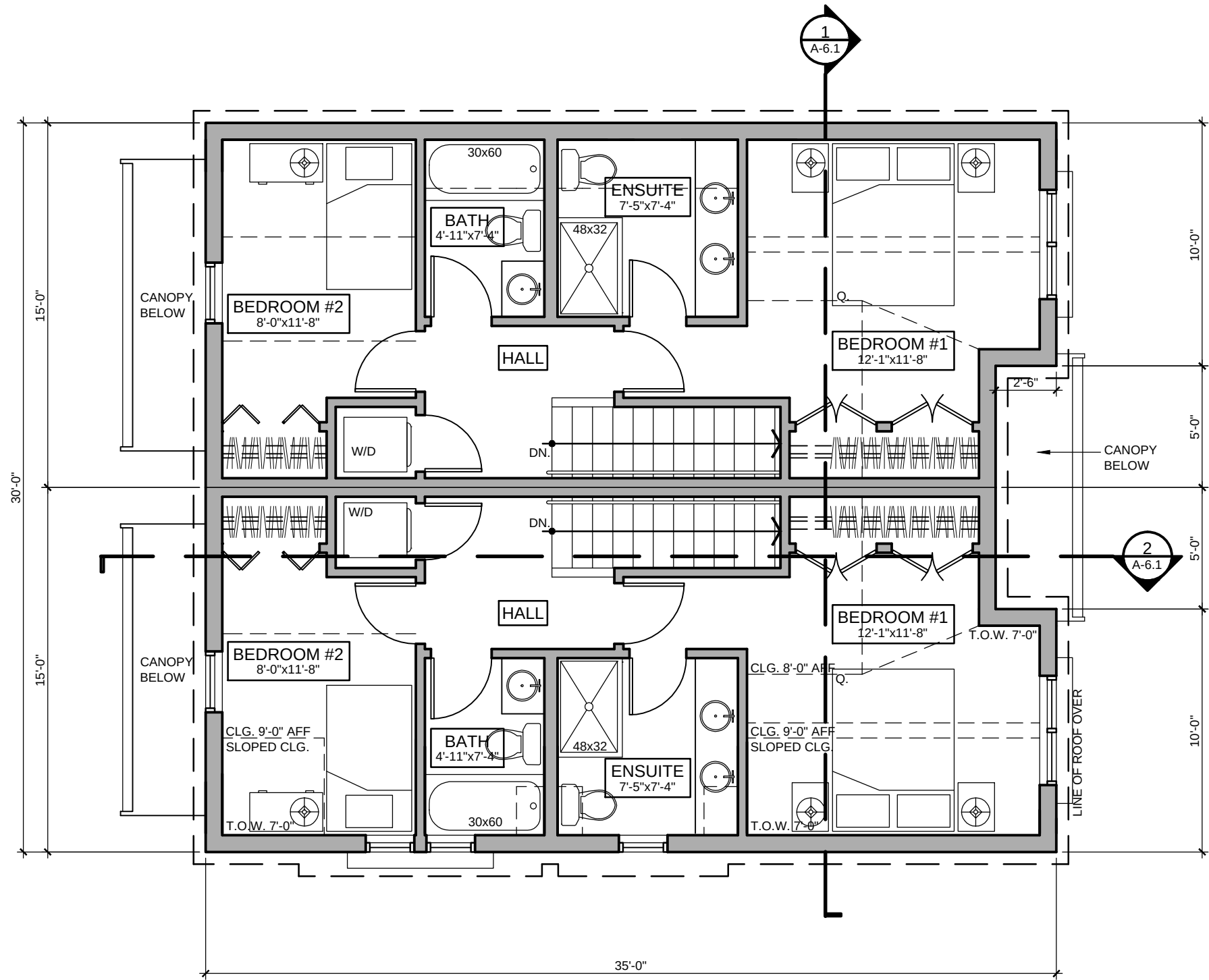


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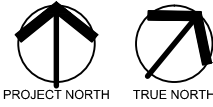
PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND
INFILL

102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
DUPLEX:
UPPER FLOOR PLAN

DWG. START DATE:	APR. 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	Δ
DRAWING NO.:	



A-5.2

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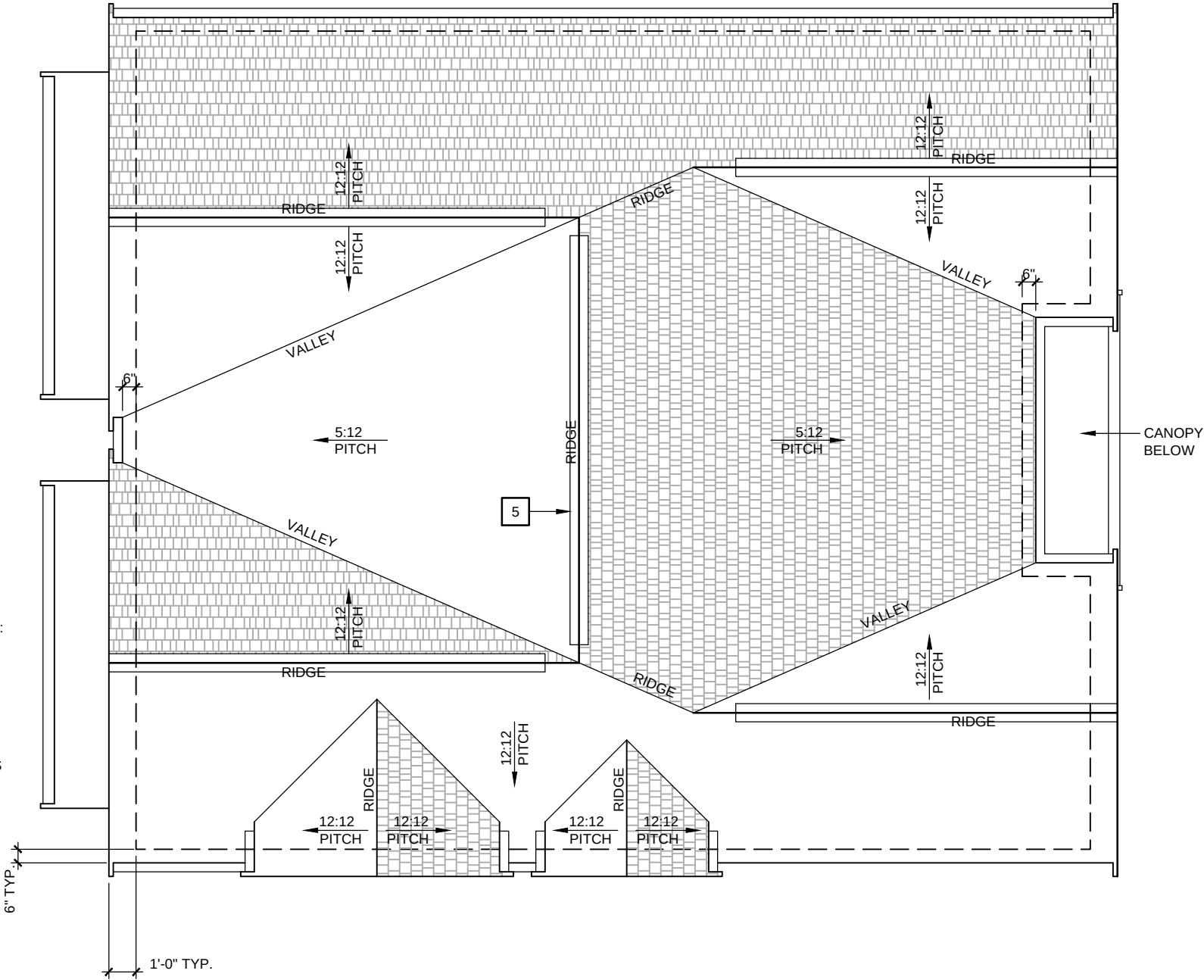
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KEYED ROOF NOTES:

1. TYP. NEW ALUM. GUTTERS C/W RWL: K-STYLE; COLOUR SLATE GRAY
2. PROVIDE TOTAL VENT AREA PER BC BLDG. CODE 9.19.1 (1/300 SLOPED)
3. LOCATE MECH'L & ATTIC VENTS AWAY FROM STREET FACING SLOPES
4. CONT. RIDGE VENT OPEN TO ATTIC
5. NO ROOF VENTS PERMITTED IN THIS SOFFIT AREA
6. TYP. NEW MTL. GUTTER DIVERTER



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PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND
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102 SEVENTH AVENUE
NEW WESTMINSTER, BC

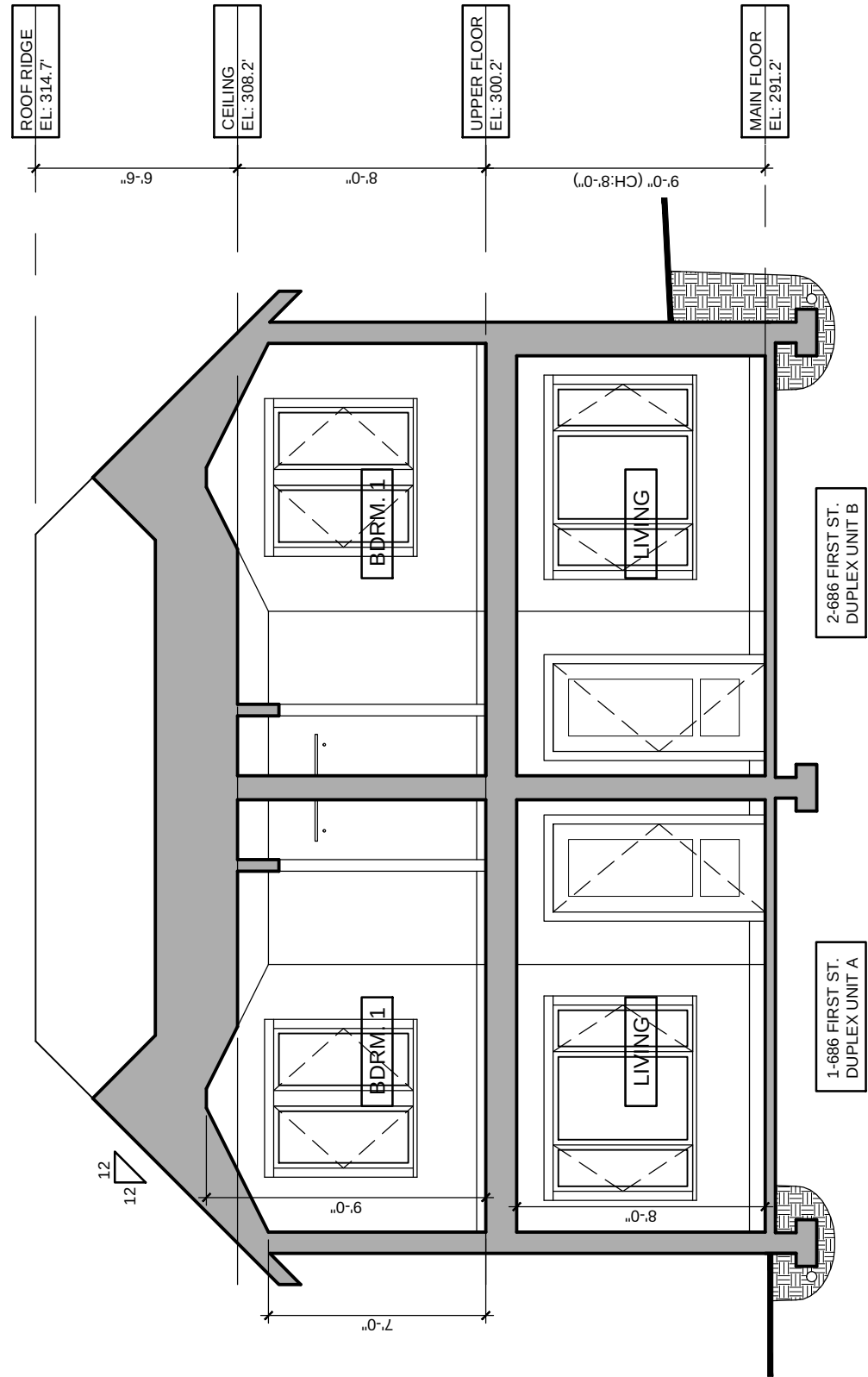
DRAWING TITLE:

DUPLEX:
ROOF PLAN

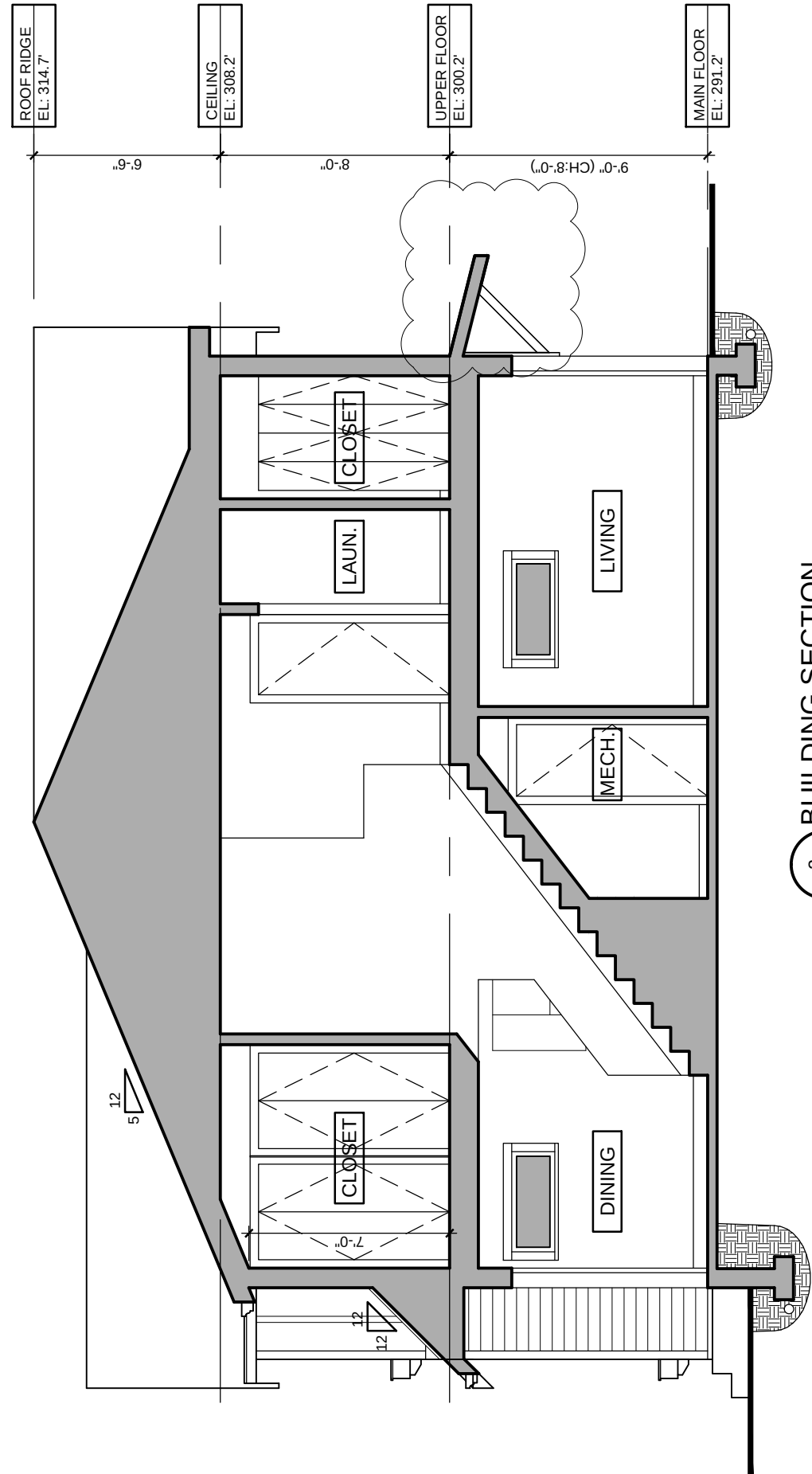
DWG. START DATE:	APR. 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	0
DRAWING NO.:	

A-5.3





1 BUILDING SECTION
A-5.1 SCALE: 3/16"=1'-0"



2 BUILDING SECTION
A-5.1 SCALE: 3/16"=1'-0"

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CRAFT

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V3M 2X9 Canada

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christa@lodgecraft.ca

PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND
INFILL

102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
DUPLEX:
BUILDING SECTIONS

DWG. START DATE:	APR. 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	6
DRAWING NO.:	

A-6.1

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PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND
INFILL

102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:

DUPLEX:
EAST ELEVATION /
BUILDING HEIGHT

DWG. START DATE:

APR. 2020

SCALE:

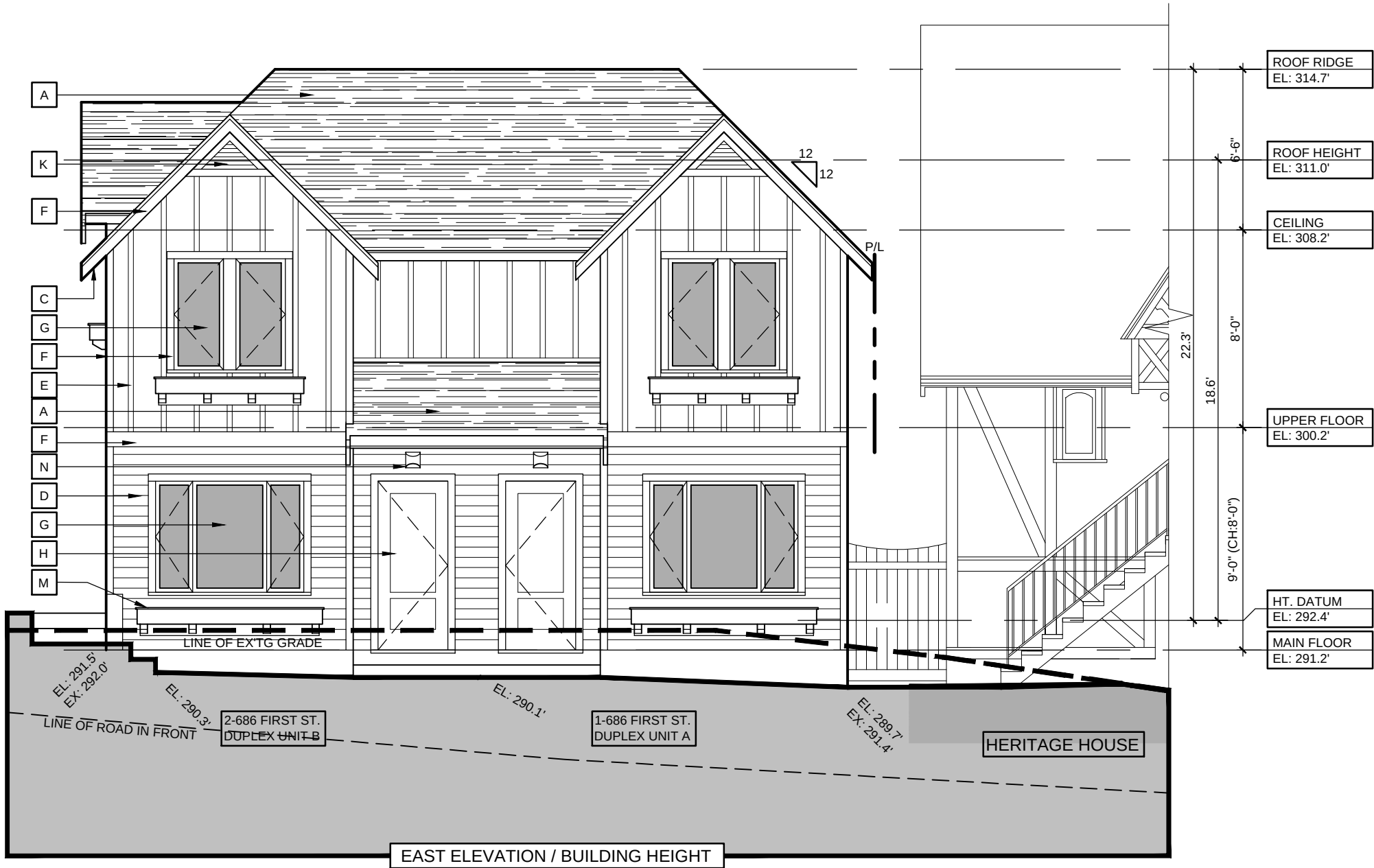
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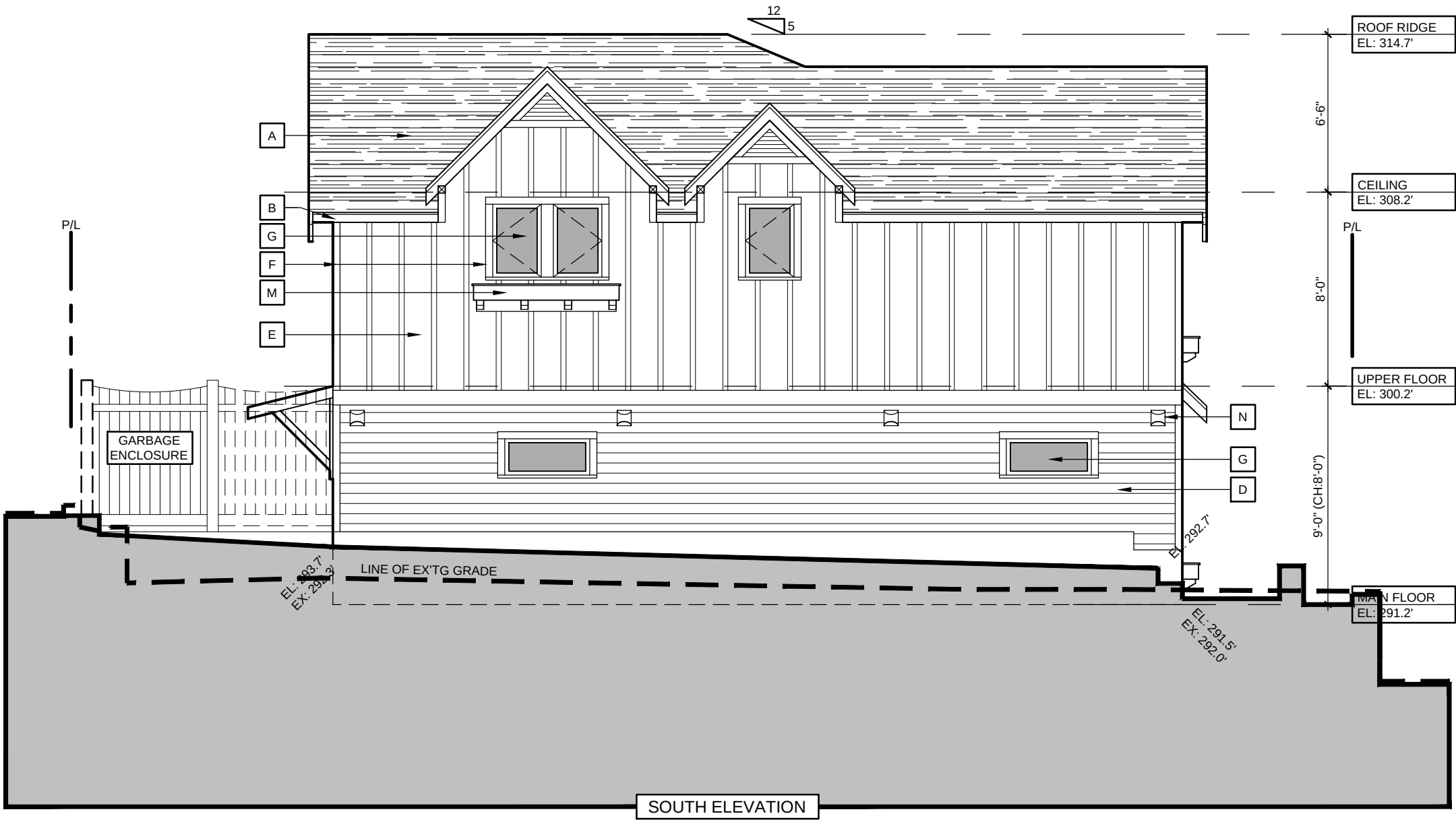
REVISION NO.:

0

DRAWING NO.:

A-7.1





MATERIALS KEY

- A ASPHALT SHINGLES, IKO ROYAL ESTATE, COLOUR: SHADOW SLATE
- B ALUM. GUTTERS W/ RWLS, COLOUR: SLATE GREY
- C CEMENTITIOUS SOFFITS, COLOUR: JH SLATE GRAY
- D FIBRE-CEMENT HORZ'L SIDING W/ 5" EXP. COLOUR: JH IRON GRAY
- E BOARD & BATTEN CEMENTITIOUS SIDING W/ 2 1/2 " WIDE BATTENS AT 16" O.C. COLOUR: JH SLATE GRAY
- F TYP. CEMENTITIOUS TRIMS COLOUR: JH SLATE GRAY
- G DBL. GLAZED VINYL WINDOW COLOUR: BLACK
- H FIBERGLASS DOOR COLOUR: SW7585 SUNDRIED TOMATO
- J FIBREGLASS SLIDING DOOR COLOUR: BLACK
- K WOOD GABLE VENT COLOUR: JH SLATE GRAY
- L WOOD CANOPY & BRACKETS COLOUR: JH SLATE GRAY
- M WOOD FLOWER BOX COLOUR: JH SLATE GRAY
- N LIGHT - KICHLER, WESLEY 1, 49278BKLED COLOUR: BLACK

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PROJECT NO.: 19-011	
PROJECT TITLE: HRA RESTORATION AND INFILL	
102 SEVENTH AVENUE NEW WESTMINSTER, BC	
DRAWING TITLE: DUPLEX: SOUTH ELEVATION	
DWG. START DATE:	APR. 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	0
DRAWING NO.:	

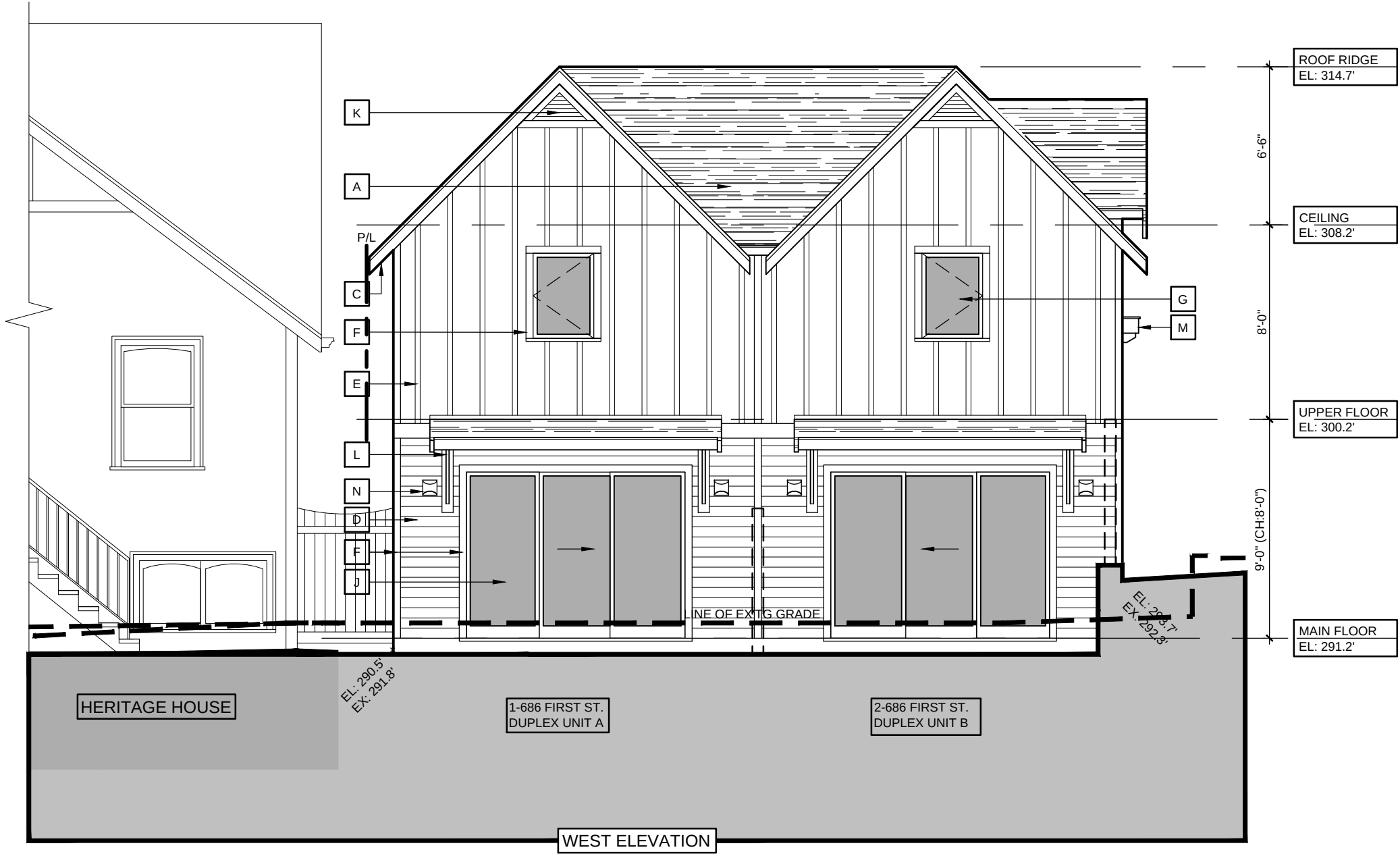
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22/01/31	RE-ISSUED FOR HRA REZONING



MATERIALS KEY

- A** ASPHALT SHINGLES, IKO ROYAL ESTATE, COLOUR: SHADOW SLATE
- B** ALUM. GUTTERS W/ RWLS, COLOUR: SLATE GREY
- C** CEMENTITIOUS SOFFITS, COLOUR: JH SLATE GRAY
- D** FIBRE-CEMENT HORZ'L SIDING W/ 5" EXP. COLOUR: JH IRON GRAY
- E** BOARD & BATTEN CEMENTITIOUS SIDING W/ 2 1/2 " WIDE BATTENS AT 16" O.C. COLOUR: JH SLATE GRAY
- F** TYP. CEMENTITIOUS TRIMS COLOUR: JH SLATE GRAY
- G** DBL. GLAZED VINYL WINDOW COLOUR: BLACK
- H** FIBERGLASS DOOR COLOUR: SW7585 SUNDRIED TOMATO
- J** FIBREGLASS SLIDING DOOR COLOUR: BLACK
- K** WOOD GABLE VENT COLOUR: JH SLATE GRAY
- L** WOOD CANOPY & BRACKETS COLOUR: JH SLATE GRAY
- M** WOOD FLOWER BOX COLOUR: JH SLATE GRAY
- N** LIGHT - KICHLER, WESLEY 1, 49278BKLED COLOUR: BLACK



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christa@lodgecraft.ca

PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND INFILL

**102 SEVENTH AVENUE
NEW WESTMINSTER, BC**

DRAWING TITLE:

**DUPLEX:
WEST ELEVATION**

DWG. START DATE:

APR. 2020

SCALE:

3/16"=1'-0"

REVISION NO.:

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DRAWING NO.:

A-7.3

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MATERIALS KEY

- | | |
|---|---|
| A | ASPHALT SHINGLES, IKO ROYAL ESTATE,
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| B | ALUM. GUTTERS W/ RWLS,
COLOUR: SLATE GREY |
| C | CEMENTITIOUS SOFFITS,
COLOUR: JH SLATE GRAY |
| D | FIBRE-CEMENT HORZ'L SIDING W/ 5" EXP.
COLOUR: JH IRON GRAY |
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2 1/2 " WIDE BATTENS AT 16" O.C.
COLOUR: JH SLATE GRAY |
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COLOUR: BLACK |
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COLOUR: JH SLATE GRAY |
| L | WOOD CANOPY & BRACKETS
COLOUR: JH SLATE GRAY |
| M | WOOD FLOWER BOX
COLOUR: JH SLATE GRAY |
| N | LIGHT - KICHLER, WESLEY 1, 49278BKLED
COLOUR: BLACK |



PROJECT TITLE:
HRA RESTORATION AND
INFILL

DRAWING TITLE:

DUPLEX:

NORTH ELEVATION

A-7.4

A-7.4

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PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND
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102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:

DUPLEX:
COLOURED
EAST ELEVATION /
BUILDING HEIGHT

DWG. START DATE:

APR. 2020

SCALE:

3/16"=1'-0"

REVISION NO.:

0

DRAWING NO.:

A-7.5





MATERIALS KEY

- A** ASPHALT SHINGLES, IKO ROYAL ESTATE, COLOUR: SHADOW SLATE
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- N** LIGHT - KICHLER, WESLEY 1, 49278BKLED COLOUR: BLACK

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PROJECT NO.: 19-011

PROJECT TITLE:
**HRA RESTORATION AND
INFILL**

**102 SEVENTH AVENUE
NEW WESTMINSTER, BC**

DRAWING TITLE:

**DUPLEX:
COLOURED
SOUTH ELEVATION**

DWG. START DATE:	APR. 2020
SCALE:	3/16"=1'-0"
REVISION NO.:	0

DRAWING NO.:

A-7.6



MATERIALS KEY

- A** ASPHALT SHINGLES, IKO ROYAL ESTATE, COLOUR: SHADOW SLATE
- B** ALUM. GUTTERS W/ RWLS, COLOUR: SLATE GREY
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- M** WOOD FLOWER BOX COLOUR: JH SLATE GRAY
- N** LIGHT - KICHLER, WESLEY 1, 49278BKLED COLOUR: BLACK

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DRAWING TITLE:

DUPLEX:
COLOURED
WEST ELEVATION

DWG. START DATE:

APR. 2020

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REVISION NO.:

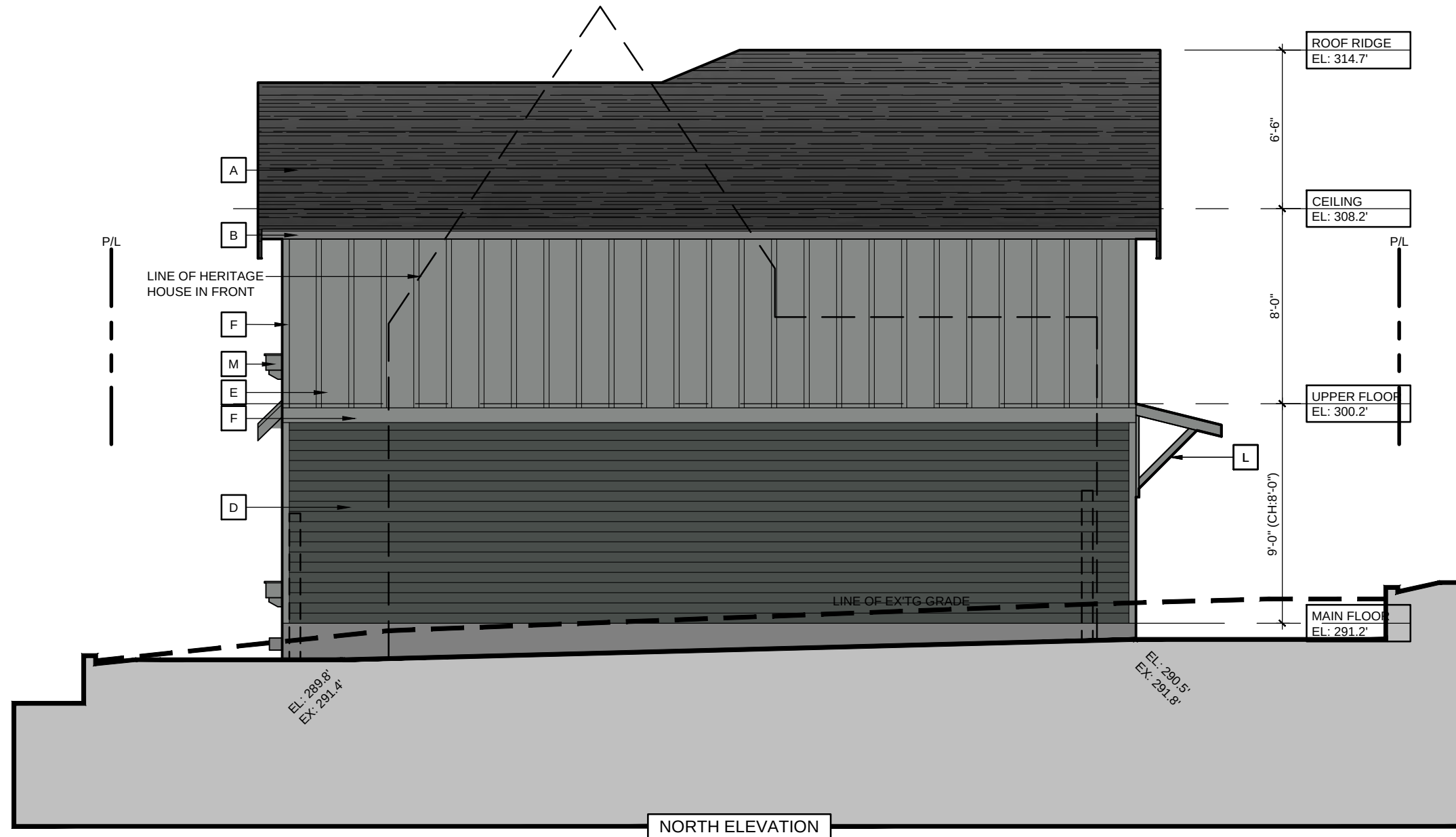
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DRAWING NO.:

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MATERIALS KEY

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| B | ALUM. GUTTERS W/ RWLS,
COLOUR: SLATE GREY |
| C | CEMENTITIOUS SOFFITS,
COLOUR: JH SLATE GRAY |
| D | FIBRE-CEMENT HORZ'L SIDING W/ 5" EXP.
COLOUR: JH IRON GRAY |
| E | BOARD & BATTEN CEMENTITIOUS SIDING W/
2 1/2 " WIDE BATTENS AT 16" O.C.
COLOUR: JH SLATE GRAY |
| F | TYP. CEMENTITIOUS TRIMS
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| G | DBL. GLAZED VINYL WINDOW
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COLOUR: BLACK |
| K | WOOD GABLE VENT
COLOUR: JH SLATE GRAY |
| L | WOOD CANOPY & BRACKETS
COLOUR: JH SLATE GRAY |
| M | WOOD FLOWER BOX
COLOUR: JH SLATE GRAY |
| N | LIGHT - KICHLER, WESLEY 1, 49278BKLED
COLOUR: BLACK |



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778-883-2024
christa@lodgecraft.ca

PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND
INFILL

102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:

DUPLEX:
COLOURED
NORTH ELEVATION

DWG. START DATE:

PR. 2020

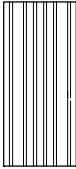
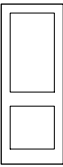
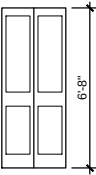
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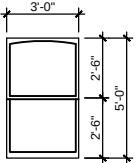
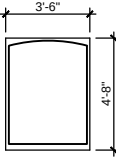
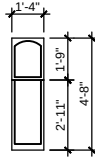
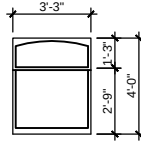
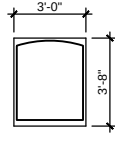
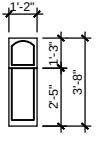
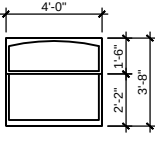
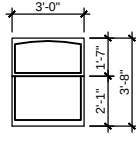
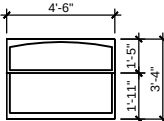
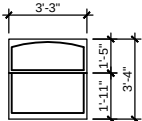
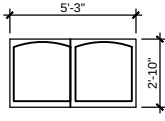
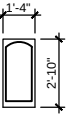
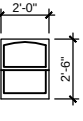
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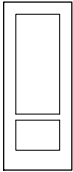
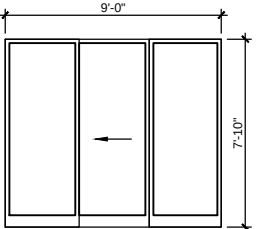
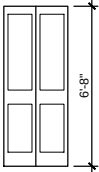
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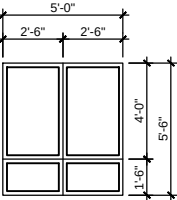
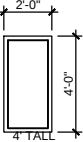
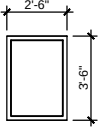
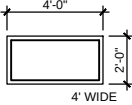
DRAWING NO.:

A-7.8

HERITAGE HOUSE DOOR TYPE SCHEDULE				
				
A RESTORED EXTG WOOD DOOR - PAINT FINISH - RESTORE EXTG HARDWARE	B RESTORED EXTG WOOD DOOR - PAINT FINISH - RESTORE EXTG HARDWARE	C NEW WOOD DOOR BC DOOR MODEL 416 D. FIR - PAINT GRADE	D TRIMLITE #8402 MDF SHAKER PANEL PAINT GRADE	E TRIMLITE #8402 MDF SHAKER PANEL BIFOLD PAINT GRADE

HERITAGE HOUSE WINDOW SCHEDULE - WOOD FRAMED								
								
1 EGRESS	2 EGRESS	3 EGRESS	4 EGRESS	5 EGRESS	6 EGRESS	7 EGRESS WHERE NOTED	8 EGRESS WHERE NOTED	
								
9 EGRESS	10 EGRESS	11 EGRESS	12 EGRESS	13 EGRESS				

DUPLEX DOOR TYPE SCHEDULE			
			
A TRIMLITE FIBERGLASS DOOR DR529 - PAINT GRADE	B VINYL SLIDING DOOR - 3 PANELS - BLACK	C TRIMLITE #8402 MDF SHAKER PANEL PAINT GRADE	D TRIMLITE #8402 MDF SHAKER PANEL BIFOLD PAINT GRADE

DUPLEX WINDOW SCHEDULE - VINYL FRAMED			
			
1 EGRESS	2 4' WIDE	3 OK. BACK BEDROOM	4 4' WIDE

DOOR NOTES

- REFER TO DWGS &/OR DOOR SCHED. FOR DOOR SIZES & SWING, ETC.
- SEE OUTLINE SPEC. FOR HARDWARE.
- DOOR & INSTALLATION, HARDWARE & GLAZING TO COMPLY W/ REQ'MTS OF BC BLDG. CODE.
- INSTALL DOOR FRAMES AS PER DETAILS & MANUFACTURER'S WRITTEN INSTRUCTIONS.
- CONFIRM ALL ROUGH OPENINGS ON SITE.
- EXTERIOR DOORS TO BE 6'-10" HIGH, U.O.N.
- INTERIOR DOORS TO BE 6'-8" HIGH, U.O.N.

HERITAGE HOUSE WINDOW RESTORATION NOTES

- REPAIR OR REPLACE T.M.E. DAMAGED OR DETERIORATED WOOD WINDOW COMPONENTS WITH THE MIN. LOSS OF ORIGINAL FABRIC. FOR REPAIR OF LOCALIZED ROT, FULLY DRY ELEMENT TO <19% M.C. APPLY ROT-FIX EPOXY (COAST FIBERTEK 604.294.8116) AS PER MFC. WRITTEN INSTRUCTIONS.
- REMOVE & REINSTALL, OR REPLACE IF BROKEN, SINGLE GLAZING USING GLAZING PUTTY.
- REMOVE ALL PAINT SUFFICIENT FOR PRIMING & FINAL REPAINTING ON-SITE. PROVIDE NECESSARY WOOD PREPARATION FOR A CLEAN SMOOTH FINISH WITHOUT ROUGH AREAS, VOIDS, HOLES & IRREGULAR APPEARANCE.
- REFINISH/REPAIR OR REPLACE WINDOW HARDWARE INCLUDING BRAIDED COTTON COUNTERWEIGHT CORDS, SASH CAM LOCKS, PULLEYS & LIFTS, T.M.E.
- PROVIDE NEW SPRUNG BRONZE WEATHERSTRIP FOR OPENABLE WINDOWS (VINTAGE WOODWORKS 250.386.5354).
- ENSURE FULL OPERATION OF ORIGINALLY VENTING WINDOWS.
- REMOVE WINDOWS FOR INSTALLATION OF NEW SUB-SILL W/P MEMB. REINSTALL WINDOWS PER DETAILS.
- EXISTING WINDOW SIZES NOTED ARE APPROXIMATE. CONFIRM ON SITE.

NEW WINDOW NOTES

- DIMENSIONS INDICATED ARE CUSTOM NOMINAL WINDOW SIZES (WIDTH x HEIGHT). CONFIRM FINAL R/O'S & INSTALLATION REQ'MTS W/ MANUFACTURER BEFORE FRAMING.
- WINDOW SCHEDULE IS VIEWED FROM EXTERIOR, REFER TO ELEVATIONS FOR VENT TYPES.
- GLAZING IN NEW WINDOWS TO MEET CAN/CGSB-12.8-M90: CLEAR, TEMPERED OR ANNEALED, INSULATED DUAL-PANE UNITS W/ ENHANCED LOW-E COATING. PROVIDE MIN. 10YR. SEAL WARRANTY.
- BEDROOM WINDOW VENT OPENINGS TO MEET BC BLDG. CODE MIN. EGRESS SIZE REQUIREMENTS c/w 90° EGRESS HINGES CONFIRM REOD ROUGH OPENINGS BEFORE FRAMING.
- WOOD FRAMED WINDOWS TO BE PAINT-GRADE/PRIMED, U.O.N. HARDWARE: VINYL WINDOWS BLACK OR DARK BROWN; WOOD WINDOWS: ANTIQUE BRONZE OR TO OWNER'S SPEC.
- SUBMIT SHOP DRAWINGS TO CONSULTANT, INDICATING CONFIGURATION OF EACH WINDOW, JAMB/SILL DETAILS, PRODUCT SPECS, ETC., FOR APPROVAL BEFORE FABRICATION.
- SUPPLY WOOD WINDOWS COMPLETE WITH WOOD SILLS WITH HORN EXTENSIONS, SEE DETAILS. EXTERIOR TRIMS/BRICK MOULD TO BE SITE APPLIED.
- FIBERGLASS WINDOWS
- NO BRICK MOULD
- CONFIRM SCREENS W/ OWNER
- HANDLE & INSTALL WINDOWS AS PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
- SEE ELEVATIONS FOR WINDOW INSTALLATION HEAD HEIGHTS.
- SEAL WATERPROOF SILL MEMB. JOINTS & GAPS W/ THERMAL-PLASTIC SEALANT OR MASTIC. DO NOT RIP MEMB. WHEN INSTALLING WINDOW; IF RIPPED, REMOVE WINDOW, REPAIR MEMB. & RE-INSTALL.
- WOOD FRAMED WINDOW MANUFACTURERS:
PELLA, LOEWEN, VINTAGE WOODWORKS, LATKO OR APPROVED ALTERNATE
- VINYL FRAMED WINDOW MANUFACTURERS:
STARLINE, OASIS, ALLIED OR APPROVED ALTERNATE COLOUR: SEE ELEVATIONS

A = SAFETY GLASS (SEE ALSO PLANS)

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DATE: Y/M/D	ISSUE/REVISION
21/09/01	ISSUED FOR HRA REZONING
22/01/10	RE-ISSUED FOR HRA REZONING
22/01/31	RE-ISSUED FOR HRA REZONING



2119 Edinburgh Street
New Westminster, BC
V3M 2X9 Canada

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PROJECT NO.: 19-011

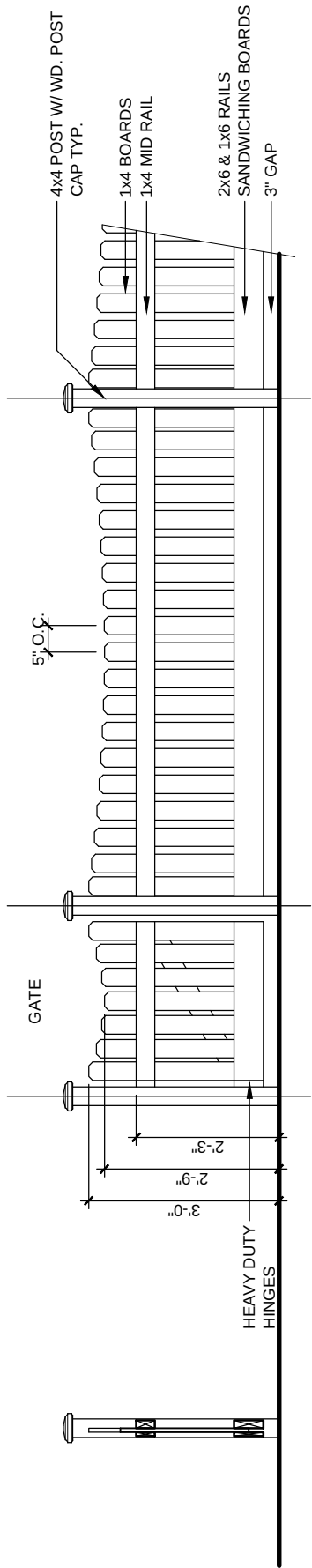
PROJECT TITLE:
HRA RESTORATION AND
INFILL

102 SEVENTH AVENUE
NEW WESTMINSTER, BC

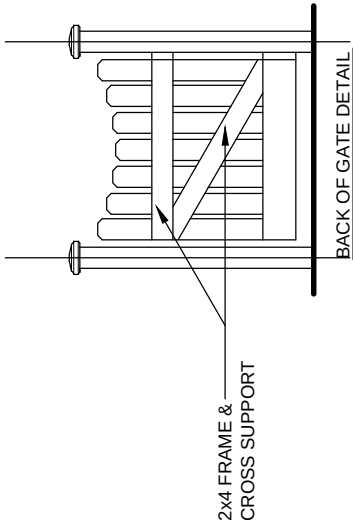
DRAWING TITLE:
DOOR & WINDOW
SCHEDULES

DWG. START DATE:	MARCH 2020
SCALE:	1/8"=1'-0"
REVISION NO.:	6
DRAWING NO.:	

A-8.1

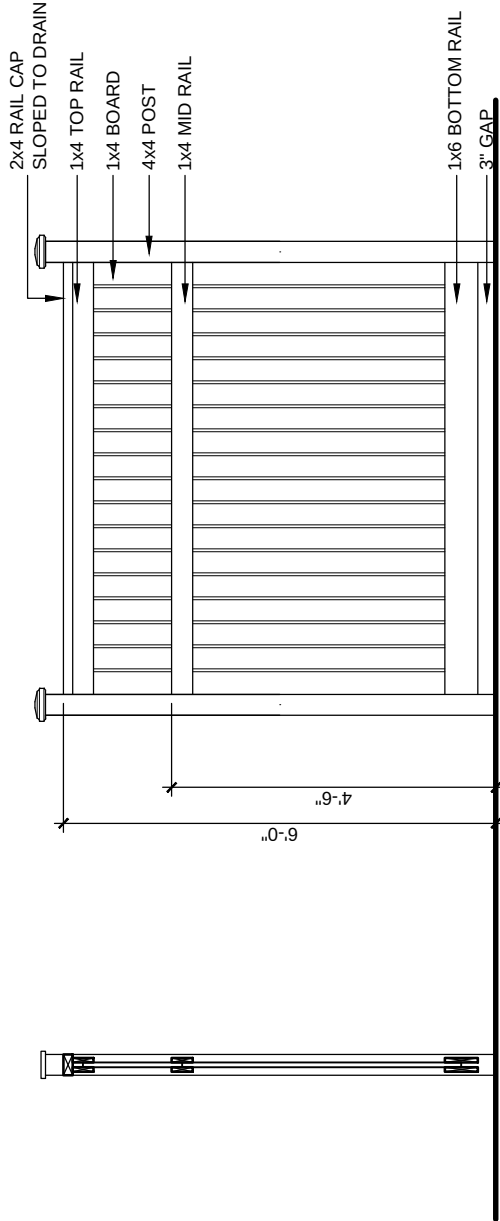


- FENCE NOTES:
1. ALL POSTS PRESSURE TREATED TO CSA STANDARD AND END CUTS TREATED WITH PRESERVATIVE.
 2. ALL OTHER MEMBERS TO BE CEDAR #2 (CONSTRUCTION) GRADE MINIMUM.
 3. ALL HARDWARE HOT DIPPED GALVANIZED.
 4. APPLY 2 COATS EXTERIOR STAIN TO MANUFACTURER'S SPECIFICATION. FINISH SELECTION AS APPROVED BY PROJECT DESIGNER.
 5. ALL FENCES TO BE LEVEL. CHANGES IN GRADE TO BE IN 12"-18" STEPS (MAX) GAPS TO GRADE TO FOLLOW FINISH GRADE. GAP TO BE 3-6"
 6. POSTS MOUNTED IN GALVANIZED SADDLES FINISHED TO MATCH FENCE.



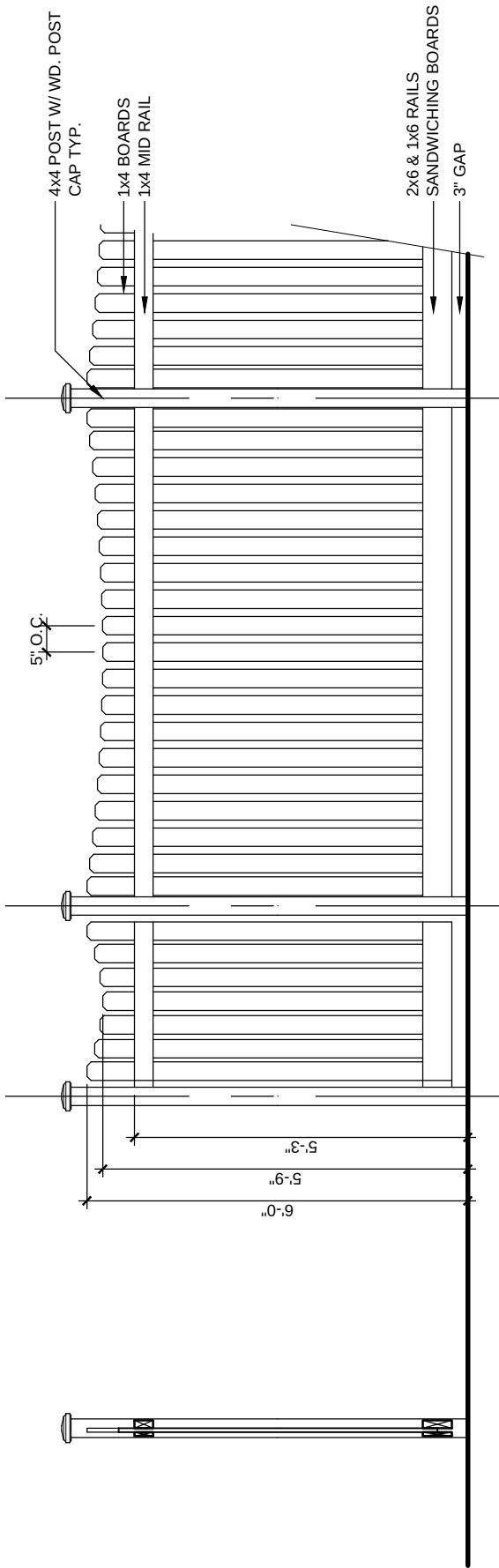
1 3' HIGH WOOD FENCE

SCALE: 3/8"=1'-0"



2 6' HIGH WOOD FENCE

SCALE: 3/8"=1'-0"



3 6' HIGH WOOD FENCE (ALTERNATE)

SCALE: 3/8"=1'-0"

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PROJECT NO.: 19-011

PROJECT TITLE:
HRA RESTORATION AND
INFILL

102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
TYPICAL FENCE DETAILS

DWG. START DATE:	JAN 2020
SCALE:	1/16"=1'-0"
REVISION NO.:	0

DRAWING NO.:

A-8.2



HERITAGE HOUSE FROM LANE



HERITAGE HOUSE FROM LANE



HERITAGE HOUSE FROM SOUTH EAST



HERITAGE HOUSE FROM SEVENTH AVENUE



HERITAGE HOUSE FROM NORTH WEST



HERITAGE HOUSE FROM FIRST STREET



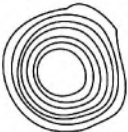
HERITAGE HOUSE FROM NORTH WEST

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lodge
CRAFT

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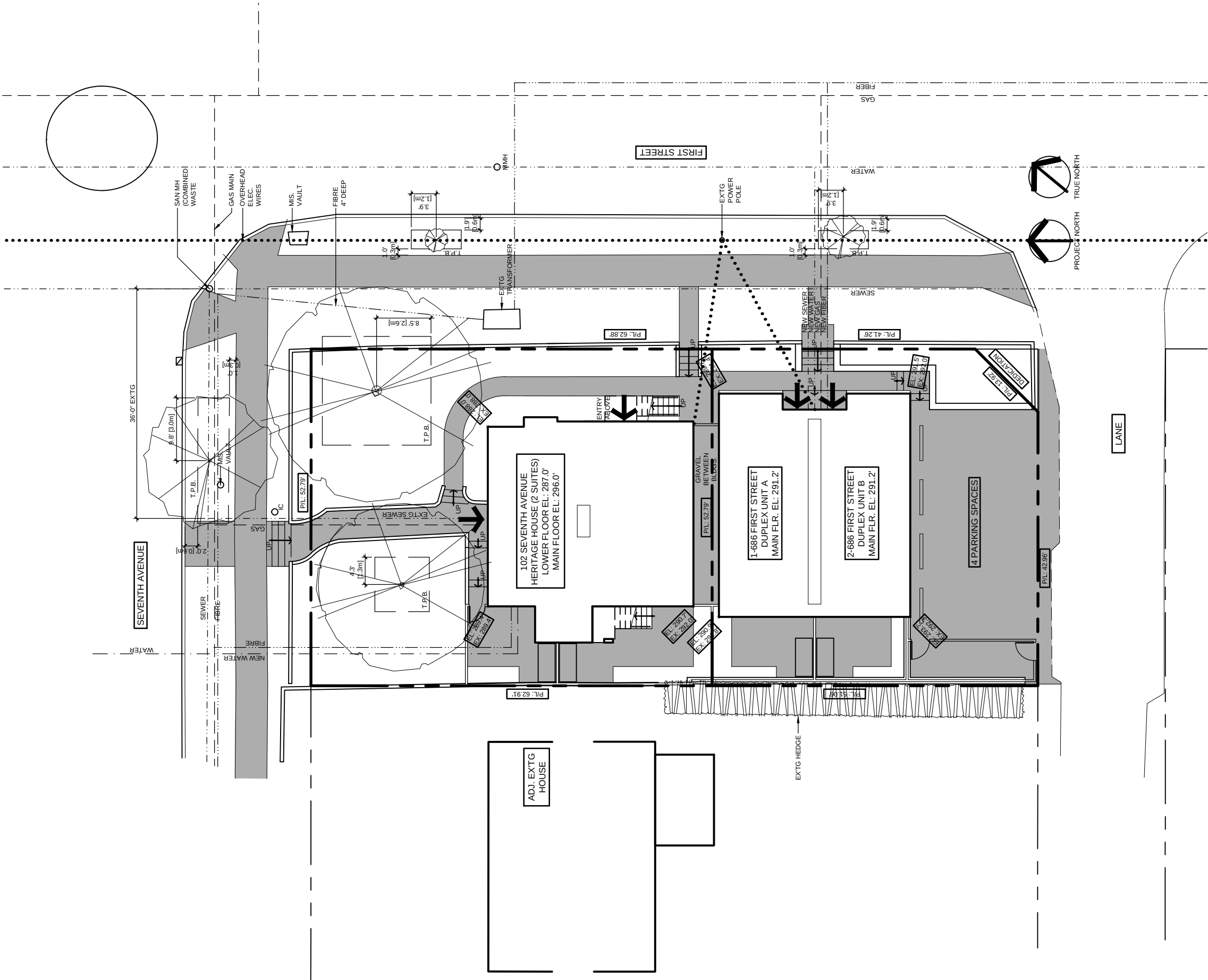
102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
CONTEXT / HERITAGE
HOUSE PHOTOS

DWG. START DATE:
SCALE:
REVISION NO.:

MARCH 2021
N.T.S.


DRAWING NO.:



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22/01/31	RE-ISSUED FOR HRA REZONING

SITE UTILITIES KEY

ELEC.
COM.
G
W
SS
SD



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PROJECT NO.: 19-011

PROJECT TITLE:
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102 SEVENTH AVENUE
NEW WESTMINSTER, BC

DRAWING TITLE:
SITE SERVICES PLAN

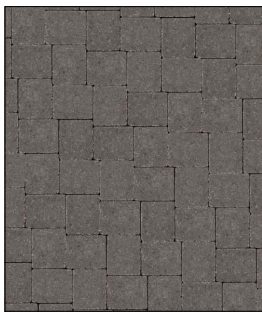
DWG. START DATE:	JAN 2020
SCALE:	1/16"=1'-0"
REVISION NO.:	0
DRAWING NO.:	

A-9.2

MATERIAL PALETTE



PAVING TYPE A
SUPPLIER: ABBOTSFORD PAVING
PRODUCT: OLD COUNTRY STONE
COLOUR: NATURAL
PATTERN: OFFSET RUNNER



PAVING TYPE B
SUPPLIER: ABBOTSFORD PAVING
PRODUCT: OLD COUNTRY STONE
COLOUR: CHARCOAL
PATTERN: 90° BASKET WEAVE



PAVING TYPE C
SUPPLIER: ABBOTSFORD PAVING
PRODUCT: OLD COUNTRY STONE
COLOUR: NATURAL
PATTERN: RANDOM RUNNER BOND



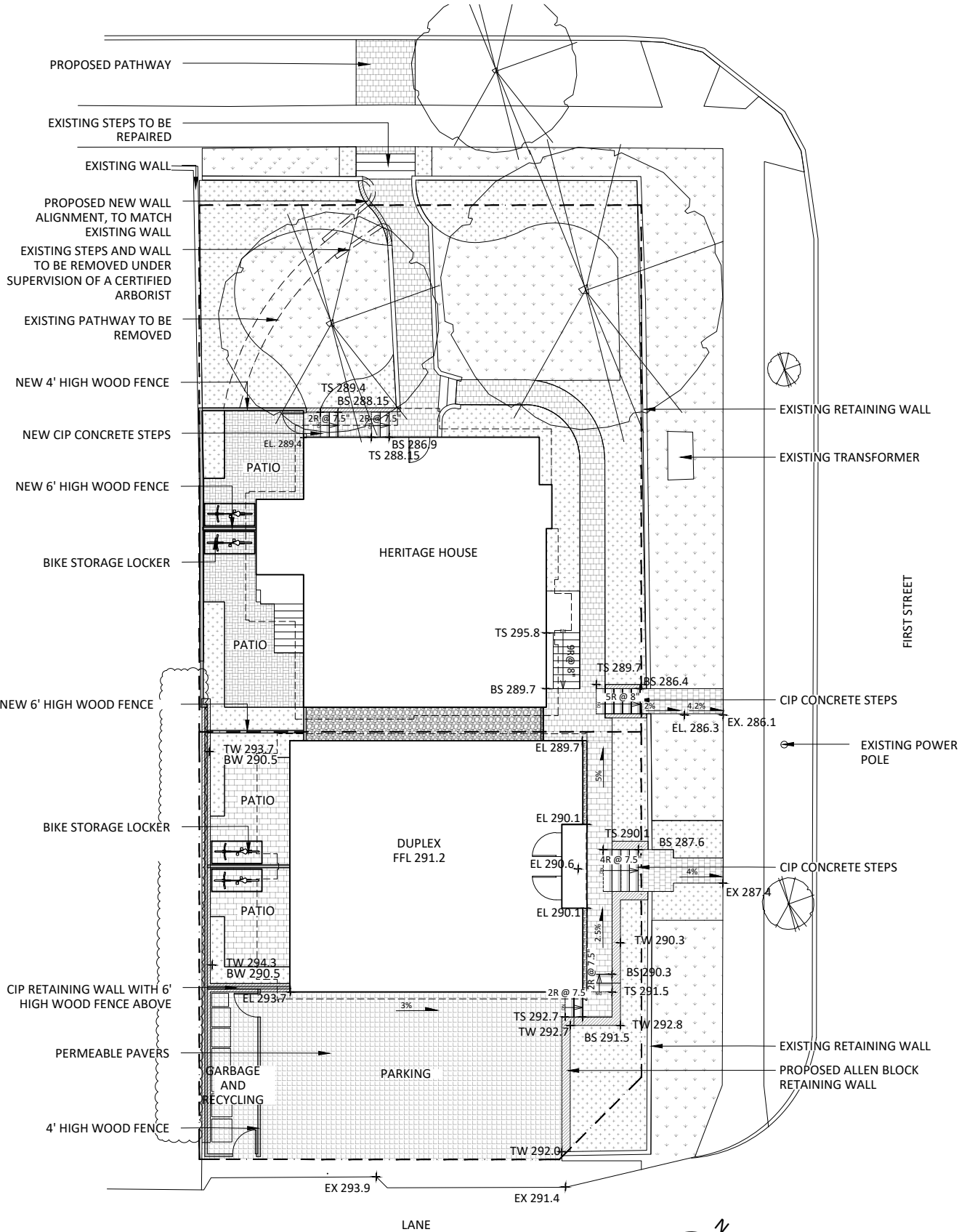
PERMEABLE PAVING
SUPPLIER: BELGARD
PRODUCT: ECODUBLIN
COLOUR: GREY



RIVER ROCK



NEW WALL PRECEDENT



SCALE: 1/16" = 1'0" ON 11X17 SHEET

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Revisions			
No.	Date	Status	By
1	MAY 14, 2021	HRA REZONING	JB
2	OCT 25, 2021	HRA REZONING	JB
3	JAN 28, 2022	ISSUED FOR REVIEW	JB

LEGEND	
---	PROPERTY LINE
[Pattern]	PAVING TYPE A
[Pattern]	PAVING TYPE B
[Pattern]	PAVING TYPE C
[Pattern]	PERMEABLE PAVING
[Pattern]	RIVER ROCK
[Pattern]	LAWN
[Pattern]	PLANTING AREA
[Pattern]	PROPOSED WALL
[Symbol]	EXISTING TREE
[Symbol]	PROPOSED TREE
[Symbol]	EXISTING HEDGE

ISSUED FOR REVIEW
NOT FOR CONSTRUCTION

Client
PANATCH GROUP

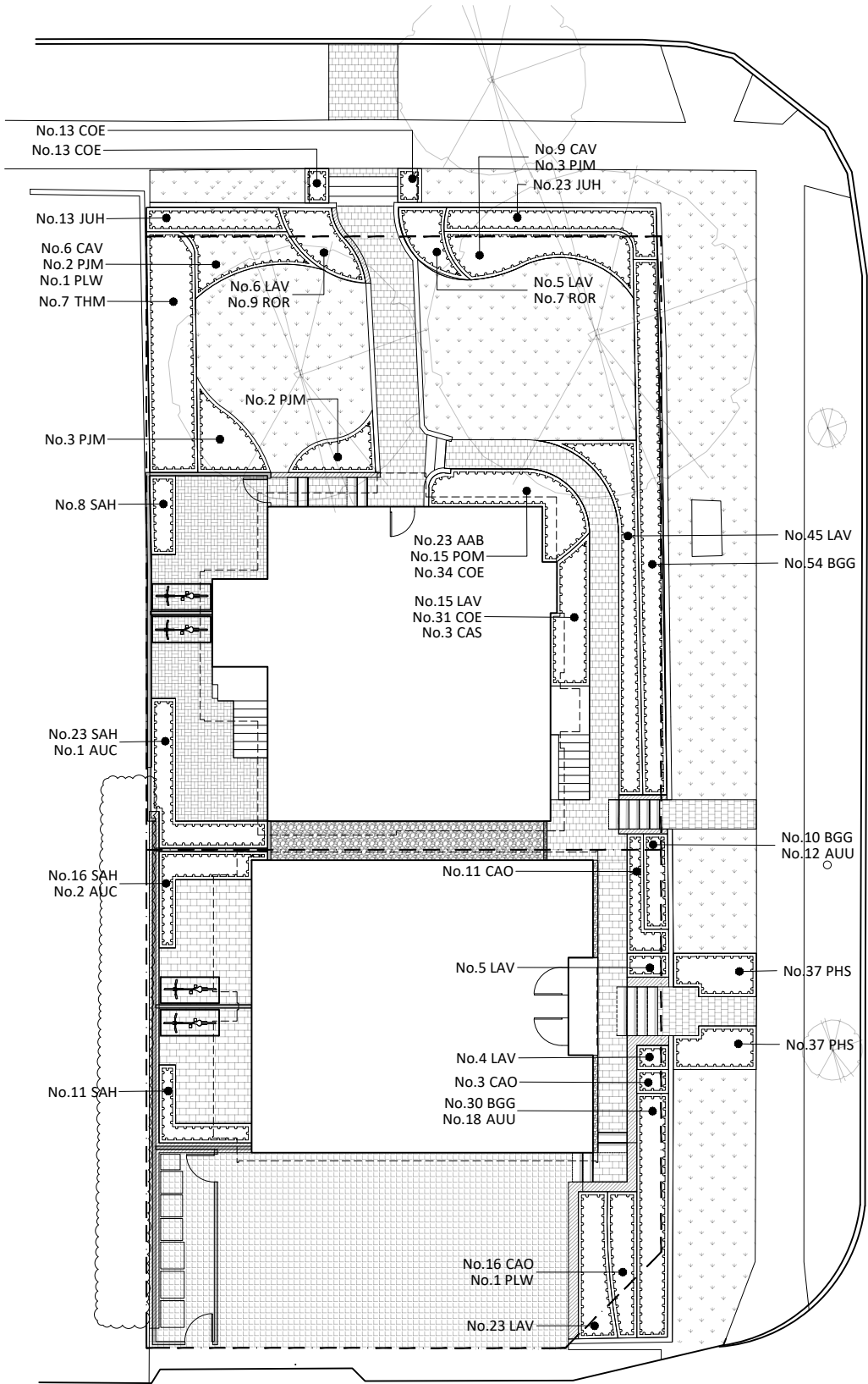
Project
HRA RESTORATION AND INFILL
102 SEVENTH AVENUE NEW
WESTMINSTER, BC

Drawing Title
LANDSCAPE SITE PLAN

Date APRIL, 2021	ELAC Project No. 21-612
Scale (On 11 x 17 Inch Sheet) AS SHOWN	Drawing No. L1.0
Drawn By LB	
Checked JK	

102 Seventh Ave, New Westminster Planting List

NO	Key	Botanical Name	Common Name	Size
EVERGREEN SHRUBS				
94	BGG	<i>Buxus x 'Green Gem'</i>	Green Gem Boxwood	#2 pot
15	CAV	<i>Calluna vulgaris</i>	Heather	#2 pot
10	PJM	<i>Rhododendron x PJM</i>	PJM Rhododendron	#2 pot
58	SAH	<i>Sarcococca 'humilis'</i>	Sweetbox	#2 pot
7	THM	<i>Taxus x Media H.M. Eddie</i>	H.M. Eddie Yew	5' - 6' B&B
Total: 184				
DECIDUOUS SHRUBS				
3	AUC	<i>Arbutus unedo 'Compacta'</i>	Dwarf Strawberry Tree	#5 pot
30	AUU	<i>Arctostaphylos uva-ursi</i>	Kinnikinnick	#1 pot
2	PLW	<i>Philadelphus lewisii 'Waterton'</i>	Waterton Mock Orange	#5 pot
16	ROR	<i>Rosa rugosa 'Hansa'</i>	Rugosa Rose	#2 pot
Total: 51				
VINE				
3	CAS	<i>Clematis armandii 'Snowdrift'</i>	Evergreen Clematis	#1 Pot
Total: 3				
PERENNIALS / GROUND COVERS				
23	AAB	<i>Athyrium 'Autumn Brilliance'</i>	Autumn Brilliance Fern	#1 Pot
91	COE	<i>Carex oshimensis 'evergold'</i>	Japanese Sedge	#1 pot
36	JUH	<i>Juniperus horizontalis</i>	Creeping Juniper	#2 pot
103	LAV	<i>Lavandula angustifolia 'Munstead'</i>	English Lavender	#1 pot
15	POM	<i>Polystichum munitium</i>	Western Sword Fern	#1 Pot
74	PHS	<i>Phlox stolonifer</i>	Creeping Phlox	#1 Pot
Total: 342				
ORNAMENTAL GRASSES				
30	CAO	<i>Calamagrostis x acutiflora 'Overdam'</i>	Feather Reed Grass	#2 Pot
Total: 30				



SCALE: 1/16" = 1'0" ON 11X17 SHEET

LEFS ASSOCIATES
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509-318 Homer Street Vancouver British Columbia Canada V6B 2V2
Tel: (604) 699-3804 Web: www.lefs.ca Email: info@lefs.ca

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LEGEND

- PROPERTY LINE
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- PAVING TYPE B
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- PERMEABLE PAVING
- RIVER ROCK
- LAWN
- PLANTING AREA
- PROPOSED WALL
- EXISTING TREE
- PROPOSED TREE
- EXISTING HEDGE

ISSUED FOR REVIEW
NOT FOR CONSTRUCTION

Client
PANATCH GROUP

Project
HRA RESTORATION AND INFILL
102 SEVENTH AVENUE NEW WESTMINSTER, BC

Drawing Title
PLANTING PLAN

Date APRIL, 2021	ELAC Project No. 21-612
Scale (On 11 x 17 Inch Sheet) AS SHOWN	Drawing No. L2.0
Drawn By LB	
Checked JK	

APPENDIX 6

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT – NO SEPARATE SALE OF SUBDIVIDED PARCELS

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

BETWEEN:

RAJVIR SINGH SANDHU, 102 Seventh 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 January 10, 2022 (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 Westminster Land Title Office under number [insert registration number] (the "Prior Charge");
- C. The Owner granted to the Corporation of the City of New Westminster (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

APPENDIX 7

VARIATIONS TO ZONING BYLAW NO. 6680, 2001

	Single Detached Dwelling District (RS-1) Requirement/Allowance	Lot with Heritage Building (102 Seventh Avenue)	Lot with New Duplex (686 First Street)
Minimum Lot Size	6,000 square feet (557 square metres)	3,320 square feet (308.4 square metres)	2,648.6 square feet (246.1 square metres)
Permitted Uses	Single detached dwellings, detached accessory dwelling units, secondary suites	Single detached dwellings, secondary suites	Duplex
Units	One principal unit, one secondary suite, one detached accessory dwelling	One principal unit, one secondary suite	Two duplex dwelling units
Maximum Floor Space Ratio	0.5	0.75	0.77
Site Coverage	35%	-	38%
Minimum Rear Yard Setback (Heritage House)	12.6 feet (3.8 metres)	2.9 feet (0.9 metres)	-
Minimum Front Yard Setback (New Duplex)	10.6 feet (3.2 metres)	-	7 feet (2.1 metres)
Minimum Side Yard Setback (New Duplex)	5 feet (1.5 metres)	-	4 feet (1.2 metres)
Off-Street Parking	2 on-site residential parking spaces	2 residential parking spaces on adjacent site	-

** 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*