

**THE CORPORATION OF THE CITY OF NEW WESTMINSTER
HERITAGE REVITALIZATION AGREEMENT (328 Second Street)
BYLAW NO. 8309, 2022**

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

WHEREAS the City of New Westminister and the owners of the property located at 328 Second Street in New Westminister wish to enter into a Heritage Revitalization Agreement in respect of the property;

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

Citation

1. This Bylaw may be cited as “Heritage Revitalization Agreement (328 Second Street) Bylaw No. 8309, 2022”.

Heritage Revitalization Agreement

2. The City of New Westminister enters into a Heritage Revitalization Agreement with the registered owner of the property located at 328 Second Street legally described as PID: 013-420-828; PARCEL “C” (529635E) OF LOT 44 SUBURBAN BLOCK 6 PLAN 2620.
3. The Mayor and City Clerk are authorized on behalf of the City of New Westminister Council to sign and seal the Heritage Revitalization Agreement attached to this Bylaw as Schedule “A”.

READ A FIRST TIME this 9th day of May , 2022.

READ A SECOND TIME this 9th day of May , 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 (328 Second Street)

THIS AGREEMENT dated for reference the 28th day of April 2022 is

BETWEEN:

JAMES MICHAEL GARBUTT and **DIANA SOARES MARTINS-GARBUTT**, 328 Second Street, New Westminster, BC, V3L 2K8.

(the "Owner")

AND:

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

(the "City")

WHEREAS:

- A. The Owner is the registered owner in fee simple of the land and all improvements located at 328 Second Street, New Westminster, British Columbia, legally described as PID: 013-420-828; PARCEL "C" (529635E) OF LOT 44 SUBURBAN BLOCK 6 PLAN 2620. (the "Land");
- B. There is one principal building situated on the Land, known as the Larson House (the "Heritage Building"), which is shown on the site plan attached as Appendix 1 (the "Site Plan") labeled "328 Second Street Heritage House";
- C. The City and the Owner agree that the Heritage Building has heritage value and should be conserved;
- D. The Owner wishes to make certain alterations to restore and rehabilitate the Heritage Building (the "Work");
- E. The Owner intends to apply to the City's Approving Officer for approval to file a subdivision plan (the "Subdivision Plan") in the Land Title Office in order to subdivide the Land into two separate parcels, generally as shown on the Site Plan;
- F. If the proposed subdivision of the Land is approved by the City's Approving Officer, the Owner wishes to construct a new residential building (the "New Building") on that portion of the Land labeled on the Site Plan as "Infill House";
- G. Section 610 of the *Local Government Act*, RSBC 2015, Chapter 1 authorizes a local government to enter into a Heritage Revitalization Agreement with the owner of heritage property, and to

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

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

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

Conservation of Heritage Building

1. Upon execution of this Agreement, the Owner shall promptly commence the restoration and revitalization of the Heritage Building (the "Work") in accordance with the Site Plan, the heritage conservation plan prepared by Elana Zysblat, dated February 2021, a copy of which is attached hereto as Appendix 2 (the "Conservation Plan"), and the design plans and specifications prepared by D3 Dimension Drafting Design Inc. dated April 20, 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 Canadian Association of Heritage Professionals with specialization in Building or Planning (the "Registered Professional") to oversee the Work and to perform the duties set out in section 8 of this Agreement, below.

Role of Registered Professional

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

Heritage Designation

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

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

Damage to or Destruction of Heritage Building

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

Construction of New Buildings

15. The Owner shall construct the New Building in strict accordance with the Site Plan and the Approved Plans prepared by D3 Dimension Drafting Design Inc. dated April 20, 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 Building, the Owner shall obtain from the City all necessary approvals, permits, and licenses, including a heritage alteration permit, building permit, tree permit, and approval of the City's Approving Officer to file the Subdivision Plan in the Land Title Office.
17. The Owner shall obtain written approval from the City's Director of Climate Action, Planning and Development for any changes to the New Building, and obtain any amended permits that may be required for such changes to the New Building, as required by the City.
18. The Owner agrees that the City may, notwithstanding that such permits may be issuable under the City's zoning and building regulations and the BC Building Code, withhold a heritage alteration permit or building permit applied for in respect of the New Building if the work that the Owner wishes to undertake is not in accordance with the Approved Plans.
19. The construction of the New Building shall be done at the Owner's sole expense and in accordance with generally accepted engineering and architectural practices.

Timing and Phasing

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

Subdivision

24. The Owner shall, concurrently with the deposit of the Subdivision Plan, deposit in the Land Title Office a covenant under s.219 of the *Land Title Act* in favour of the City, in the form attached as Appendix 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 Owner shall advise or cause the Registered Professional to advise, the City's Climate Action, Planning and Development Department, Planning Division, of the status of the Work.
28. Without limiting the City's power of inspection conferred by statute and in addition to such powers, the City shall be entitled at all reasonable times and from time to time to enter onto

the Land for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner.

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

Conformity with City Bylaws

30. The Zoning Bylaw is varied and supplemented in its application to the Land in the manner and to the extent provided and attached as Appendix 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 Building, must comply with all applicable bylaws of the City.

No Application to Building Interiors

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

Enforcement of Agreement

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

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

Statutory Authority Retained

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

Indemnity

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

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

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

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

No Waiver

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

Interpretation

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

Headings

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

Appendices

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

Number and Gender

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

Joint and Several

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

Successors Bound

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

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

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

JAMES MICHAEL GARBUTT

DIANA SOARES MARTINS-GARBUTT

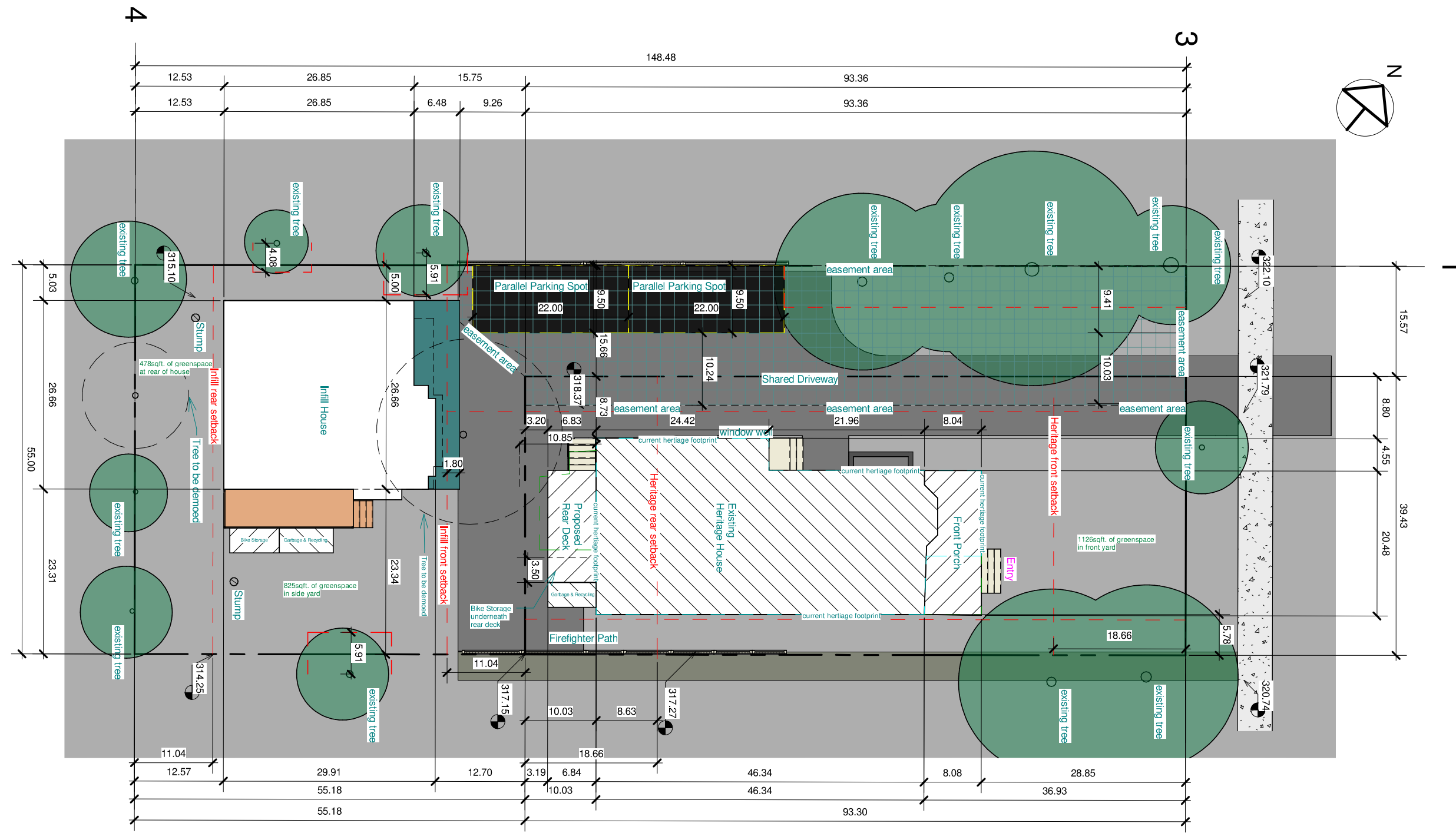
THE CORPORATION OF THE CITY OF NEW WESTMINSTER
by its authorized signatories:

Mayor Jonathan X. Cote

Jacqueline Killawee, City Clerk

APPENDIX 1

SITE PLAN



928 Thirteen Street, New Westminster, BC V3M4N2
www.d3design.ca

Diana Martins and James Garbutt
328 Second Street New West

No.	Description	Date

Site Plan

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A103

Scale 1/16" = 1'-0"

APPENDIX 2
CONSERVATION PLAN

Heritage Conservation Plan

328 Second Street, New Westminster BC :: H.H. & Jane Mackenzie House - 1889



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

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Description of Historic Place

The H. H. & Jane Mackenzie House is a two-storey, wood-framed house with a gabled roof and an enclosed front porch located in the middle of the western side of the 300 Block of Second Street in the Queen's Park neighbourhood of New Westminster, BC.

Heritage Values

Constructed in 1889, the H. H. & Jane Mackenzie House is associated with the late 1880s development boom in New Westminster, sparked in response to the announcement of the arrival of the Canadian Pacific Railway to the area.

It is further valued for its historical connection to two pioneer British Columbia families – the Mackenzie and Jennings families. For 50 years, it was home to Hugh Henry & Jane Mackenzie - H. H. Mackenzie's family were early pioneers in Clover Valley in Langley, and his wife Jane's family (née Jennings), were pioneers in Victoria in the 1860s. Built on land owned by Jane's mother, Mrs. A.M. Johnson, the house is valued for its local connections to the properties between it and the corner of 4th Avenue, where Mrs. Johnson ran a grocery store, later to be known as the Mackenzie Brothers Grocery. This house is remembered as a 50-year home to Hugh Henry and Jane Mackenzie where in 1939 they celebrated their 'at home' 50th anniversary and residence in the house, just shortly before they both passed away.

Physically, the H. H. & Jane Mackenzie House is important historically for the contribution it makes to the integrity of the Queen's Park neighbourhood, which encompasses one of the oldest collections of residential buildings in Western Canada. Its form, siting and architectural details provide an illustration of a typical, vernacular working-class family home of the Victorian-era. The house can also be seen as a being an embodiment of the social, cultural, and demographic changes of the neighbourhood over the last 130 years. Its shift from being the single-family home of a pioneer family for 50 years, to shorter-term accommodations and even its division into suites for a series of working-class couples and families, to becoming a valued and important heritage resource in the community is a direct reflection of the historical changes and developments of the Queen's Park neighbourhood since its earliest establishment.

Character-Defining Elements

- Continuous residential use since 1889
- Original location on Second Street in the Queen's Park neighbourhood
- Original siting in line with other historic homes on the block
- Residential design, scale and massing as expressed in its two storey height (plus basement)
- Steep pitch gable roof with overhang
- Full width front porch with hip roof (recently partially enclosed with glazing)
- Original window openings on side elevations with projecting wood sills

Current Photos



Above: front elevation. **Below:** rear elevation





Left : side (southeast) elevation.

Below: side (northwest) elevation

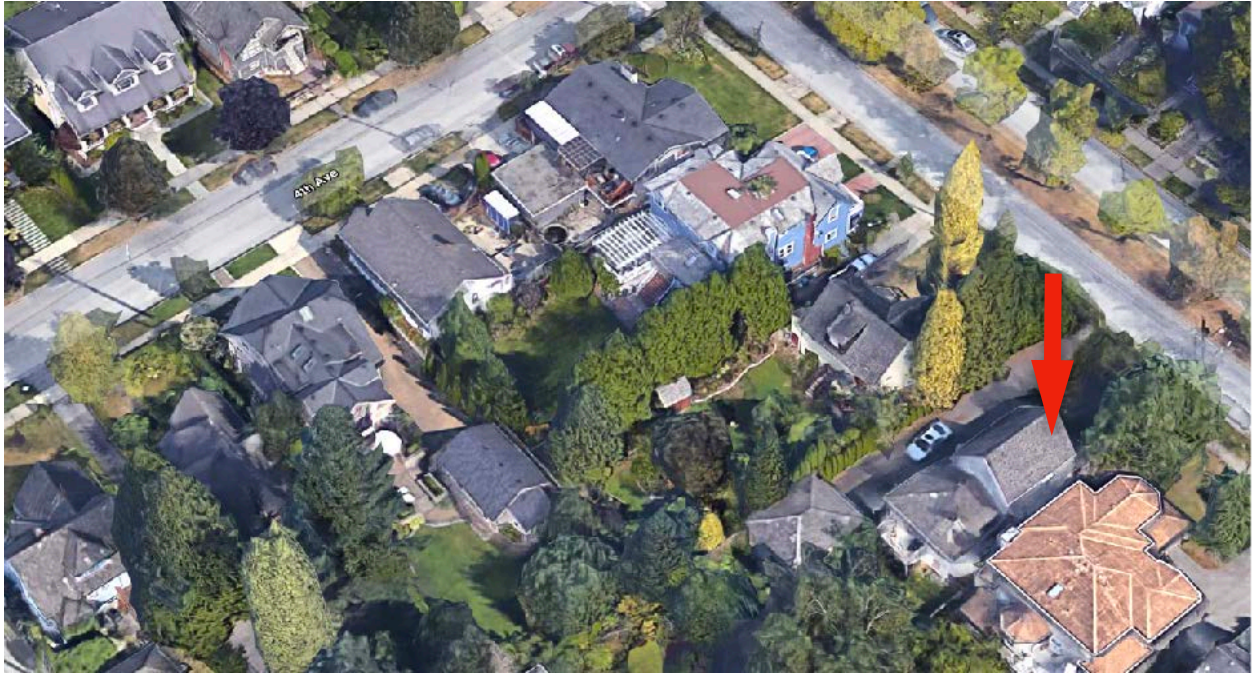




Surviving elements from 1889

Above: the original exterior wood cladding within the enclosed porch, which likely survives underneath the stucco.

Left: the original 1889 banister leading upstairs.



Google satellite 3D view
above: from southeast **below:** from northeast.
Subject house marked with an arrow



Research Findings

Civic Address: 328 Second Street (known as 340 Second Street until 1905)

Source: NWPL Fire insurance maps 1897-1915

Legal Description: Parcel C Lot 44 Sub Block 6 Plan NWP2620 Land District 36 (529635E)

Date of Construction: 1899

Source: City of New Westminster 1890 tax roll and 1939 Vancouver Sun newspaper article

Original Owner: Mrs. A.M. Johnson

Source: City of New Westminster 1890 and 1892 tax rolls

Architect: n/a

Builder: unknown

Owners* and residents over the years:

Source: City directories, tax rolls

1889-1892: Mrs. A.M. Johnson* with daughter and son in law - H.H. & Jane Mackenzie

1892-1894: Neil Nicholson, stone mason (renter)

1895-1939: Hugh Henry McKenzie/MacKenzie (canneryman, 1909; carpenter, 1911; proprietor Royal City Rabbitry, 1927; retired, 1928; laborer, 1929; retired, 1931), married to Jane R. McKenzie*

1940-1947: W. Powell, painter at the Provincial Mental Hospital, married to Clara E. Powell

1948: Tom Aidsworth, logger, married to Muriel C. Aidsworth

1949: Robert J. Morton [no occupation mentioned], married to Violet G. Morton

1950: Walter Radomske, salesman at Black & Co, married to Lonnie

1951-1954: Paul Fossen, carpenter, married to Marie Fossen

1955: MacFloyd/MacCloud[?]

1956-1957: Ernest Dahling, retired; Thos Spearing welder at Premier Mines, married to Irene Spearing

1958-1966: Paul I. Engum, carpenter, married to Kristine Engum

1958-1961: Julius Javor*, carpenter, married to Anna Javor; Albert Bloser, cook at Aristocratic, married to Lydia Bloser (reside)

1962-1963: Mrs. Marie A. Schneider*, widow to R.M. Schneider, maid at G Derby H&O Centre (reside)

1965-1966: Arthur W. Penney*, clerk at CNR (resides)

1967-1968: Doug V. Turner, laborer at Domtar Chemicals, married to Sheila M. Turner

1967: Theo G. Grainger*, apprentice at Lamb Cargate Ind, married to Bonita Grainger (reside)

1968: Tony MacMillan*, mill worker MB Ltd, married to Sandra MacMillan (reside)

1969: Occupied

50 Years in One House for Royal City Pair

In celebration of the fiftieth anniversary of their wedding, Mr. and Mrs. H. H. MacKenzie were "at home" at their residence, 328 Second Street, New Westminster, today from 3 to 6.

Mr. and Mrs. MacKenzie were the first couple to be married in the historic Christ Church in Surrey Centre, March 18, 1889, and have lived in their Second Street home in New Westminster ever since.

Mr. MacKenzie was born in Kincardine, County of Bruce, Ontario, and came to British Columbia in 1882 by way of San Francisco. He is a son of the late Duncan and Isabella MacKenzie, one of the first pioneer families to take up a homestead in Surrey.

Mrs. MacKenzie was born in Victoria, and is a grand-daughter of the late William Holmes, one of the first citizens of New Westminster.

Mrs. R. L. Reid, Vancouver, a sister of the groom, was bridesmaid, and is the only surviving attendant of the wedding party.

Mr. MacKenzie was well known in connection with the salmon canning industry on the Fraser River for many years in the '80's and '90's, and was at one time an active member of the commercial firm of MacKenzie Brothers, with his brother, D. E. MacKenzie, New Westminster.

Mr. and Mrs. MacKenzie had four children, three of whom are living, a son, W. E. (Ted), in Detroit; another son, J. H. (Jack), in Los Angeles, and one daughter, Mrs. J. (Jean) Ellis, in Cranbrook, B.C.

1970: No return

1971: Victor Chandar, mechanic at ABC Muffler, married to Joyce Chandar

1972: No return

1973: S. Smiley [no occupation mentioned]; Orval G. Smiley, laborer at Bby Corp; Antoni Gouglas, employee at Alcan, married to Brenda Gouglas

1974: Vacant

1975-1981: Dennis A. Broughton, shipper at Jan Eden's Ltd, married to B. Joan Broughton

1982: Vacant

1983-1984: Don Bayard, roofer at Sears, married to Jo-Ann Bayard

1985: Bio Force Can Ltd

1986-1998: Norman Rev Baugh, pastor, married to Kathy Baugh

***1994:** Peggy A. Schmitz, student (resides)

The Vancouver Sun newspaper - March 18, 1939.

Source: newspapers.com

Archival Photos



The subject house in 1982. Source: NWMA IHP14365



Interior of Mackenzie Brothers Grocery circa 1900. This store was founded by H.H. Mackenzie's mother-in-law, Mrs. A. M. Johnson in 1893, and operated at the corner of Second and 4th Avenue under multiple owners and names (last remembered as Mel-Gordon Grocery) until 1969. Source: NWMA IHP7599-013

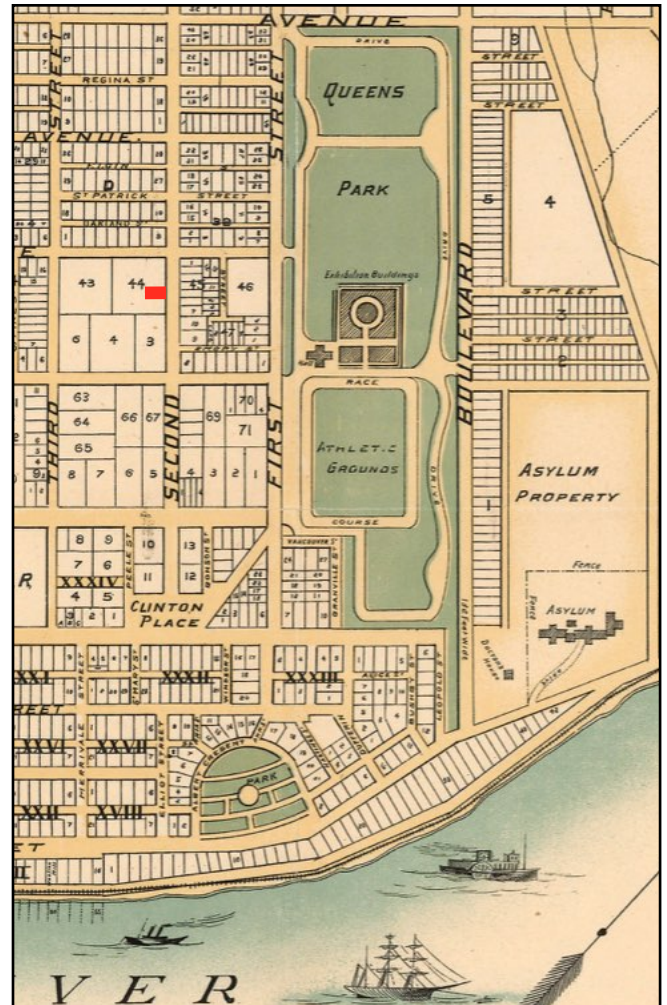
Historic Brief

Although parks and public plazas were allocated in New Westminster's first plan drawn by the Royal Engineers in the early 1860s, there was almost no development beyond the Royal City's original northern boundary of Royal Avenue until the 1880s. The announcement of the arrival of the CPR to Vancouver, with a branch line to New Westminster caused a huge building boom between 1887-1898, transforming the small town into a real city.

At the time this map (right) was drawn in 1892, New Westminster had not only a train station but a streetcar system, electric street lights, and expanded boundaries well beyond Royal Avenue to include suburbs such as Queen's Park, Sapperton and Queensborough. Queen's Park was refined and designed with public gardens, walkways and sports fields.

It was during this Victorian-era growth and investments in infrastructure that residential development really began in the streets around Queen's Park which would become a neighbourhood named after the park. Numerous late 1880s and early 1890s grand homes were built in the Queen's Park neighbourhood, establishing its reputation as a prestigious area located at a commanding distance from the industrial riverfront and busy downtown core.

The subject house is directly linked to this development period. The blocks in the vicinity of the subject property (marked in red) were fully subdivided at this time, although this map doesn't yet illustrate the individual lots. These blocks were desired for being close to the streetcar line which came from downtown along Columbia, Leopold, Royal, Park Row, up 1st Street, 3rd Avenue, Pine Street, 4th Avenue and then out along 6th Street. Built on land owned by Jane's mother, Mrs. A.M. Johnson, the house also has connections to the properties between it and the corner of 4th Avenue, where once a grocery store stood for many decades. The store was initially operated by Mrs. Johnson and a brother of Hugh Mackenzie, and eventually became known as the Mackenzie Brothers grocery in the 1890s when Hugh joined the business in place of his mother-in-law. Queen's Park was spotted with corner businesses until mid 20th century.



City of New Westminster map, by R.J. Williams, Ottawa. 1892. Source: City of Vancouver Archives Map 617

Conservation Objectives

Restoration is the overall conservation objective for the historic house, except at the rear elevation where the objective is **Rehabilitation**.

Rehabilitation is the overall conservation objective for the property.

The H.H. & Jane Mackenzie House will be conserved on its original site, with its detached residential use, and restored to an 1889 exterior appearance.

To meet the development potential of the property without impacting the heritage values and Character Defining Element of the historic building, the allowable FSR will be added in the form of an infill house at the rear of this longer and wider than average neighbourhood lot. The infill house design (which meets the Queen's Park Design Guidelines) as well as its low visibility siting, do not detract from the prominence and character of the H.H. & Jane Mackenzie House. It fits in with the surrounding homes's scale and materials while being subtly distinguishable as a contemporary building. To accommodate the space for the infill building at the rear, the heritage house will be slightly relocated about 5' toward the street. Additionally, the property will be reconfigured so that each of the two buildings will have its own lot to avoid strata act warranty requirements that could impede the application of conservation treatments as per the Canadian Standards & Guidelines for Conservation.

A low-visibility change to the heritage house will be introduced to improve its viability and liveability in the context of contemporary living standards and costs:

- The rear elevation will be extended by about 7' at the basement and main levels and by about 12' at the upper level.

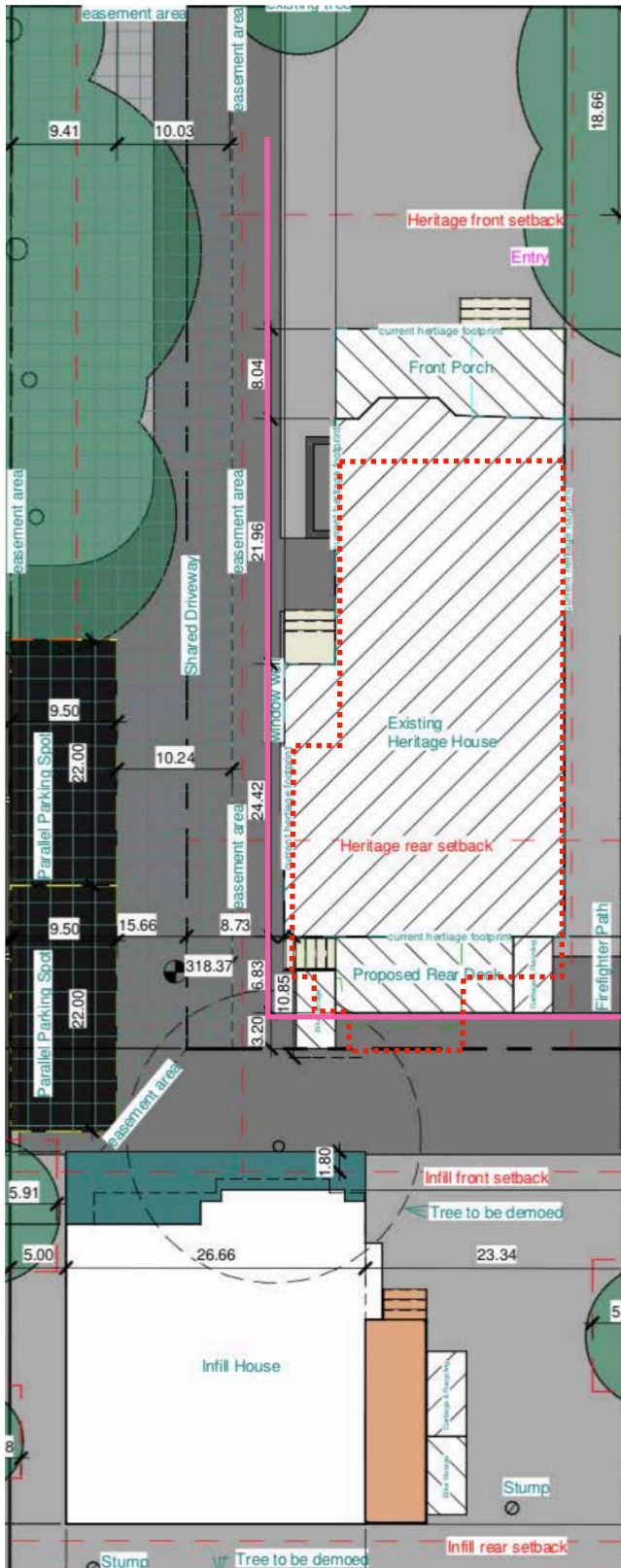
Preservation: *The action or process of protecting, maintaining and/or stabilizing the existing materials, form and integrity of an historic place or of an individual component, while protecting its heritage value.*

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 large lot can comfortably accommodate two separate dwellings and families. The ideal reconfiguration of the lot involves the slight relocation of the heritage house towards the street (in line with the existing house next door at 326 Second, illustrated in light blue) and the subdivision of the property into two freehold



lots rather than two strata titles, to avoid strata act warranty requirements that could impede the application of conservation treatments for the heritage house as per the Canadian Standards & Guidelines for Conservation. The proposed subdivision line is pink. The existing heritage house footprint is a red dashed outline. The proposed heritage house and infill building are white.

Site plan source: D3 Dimension Drafting Design Inc. with next door house added by author based on aerial imagery.

The infill house design (which meets the Queen's Park Design Guidelines) as well as its low visibility siting, do not detract from the prominence and character of the H.H. & Jane Mackenzie House. See below renders of the relocated and conserved heritage house with the proposed infill house at the rear. Source: D3 Dimension Drafting and Design Inc.



Condition Assessment

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

a. Structure

The building lines are true to the eye - there is no visual evidence of structural distortion. The structural heavy timber posts in the basement show no damage, deterioration or distortion.

b. Foundation

The visible portions of the concrete foundation on the interior appear in **good** condition, but a full assessment of the foundation is not possible as the basement walls are finished to the ground as is the exterior cladding.

c. Exterior Wood Elements

The fascia boards at the roof are in **fair** condition, showing areas of moisture damage and failing paint. The soffits have been clad in plywood, likely at the time the building was stuccoed in mid-century. The plywood soffits are in **good** condition but are not original to the building. The window and front porch sills are mostly in **good** condition, but beginning to show signs of paint failure. A section of original 1889 wood drop siding (installed at a 4" exposure) survives in **good** condition on the interior of the front porch. The condition of the wood shingles likely cladding the gable, and the wood front porch columns are not known as they are covered in stucco.

d. Stucco cladding

The bottle-dash, unpainted stucco cladding, which was likely introduced in mid-century (the earliest documentation of its presence is in 1967, in a City field inspection report) is showing signs of moisture ingress at various points around the building and is thus considered to be in **fair** condition. The spot deterioration of the stucco will have allowed



moisture into the wood siding and shingles below, in certain areas, so it is assumed the earliest wood cladding will likely exhibit **fair** condition when exposed.

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. Chimney

One interior brick chimney which survives in the rear single-storey kitchen area, is in **poor** condition, showing evidence of moisture in the mortar joints, the use of incompatible mortar and structural failure. This chimney has never been visible from the street.



g. Windows and Doors

All of the window and door openings appear to be original or early (tall vertical openings in Victorian-era dimensions), except for the front gable window and the front porch windows which are not of 1889 proportions and were likely altered at the time the stucco was applied to the house. Wood window sills survive throughout, but the window sashes themselves have been replaced either with aluminum or vinyl sashes. All the window sashes are in **fair** condition, towards the end of their life expectancy. The glazed wood enclosure of the front porch dates from post 1982 and is in **good** condition. The front, side and back door openings are early or original but all the doors themselves are replacement doors from recent decades.



h. Front porch

The front porch is original in its layout but has been cosmetically altered through the application of stucco which hides any evidence of Victorian-era details such as wood columns and brackets (which an 1889 porch would have had). The glazed enclosure also hides the fact that this porch was used a full-width open porch for over 100 years of its life until recently.

h. Finishes

An inspection of the never-stuccoed wood siding and trim piece in the front porch area, revealed that the earliest paint layers on the house were a mid-tone grey body colour and a cream trim.

Recommended Conservation Treatments

a. Structure - Rehabilitation

Lift the wood frame structure off of its existing foundation and relocate it on top of a new seismic foundation as per architectural plans. Expand structure height at basement area and foot print on all three levels towards the rear, as per architectural plans. Selected areas of the wood framing to be repaired, upgraded and adapted for improved integrity and Code compliance only where exposed at the rear and where reconnecting to the new foundation at the basement level to complete the work as defined on the Building Permit drawings.

b. Foundation - Rehabilitation

Demolish existing concrete foundation, and excavate for a new foundation at proposed relocated spot. Install a new insulated, seismic concrete foundation on which to position the conserved timber structure.

c. Exterior Wood Elements - Preservation and Restoration

Preserve the fascia boards in situ, unless certain boards are determined by a finishing carpenter to be damaged beyond repair. Boards that cannot be preserved are to be restored (replaced in-kind relocating the same dimension and profile in smooth finish wood).

Remove the plywood from the roofline soffits to expose and preserve (or restore) the earliest wood soffits, likely tongue & groove boards, depending on the conditions observed during construction. Consult with heritage consultant once plywood is removed to determine how to proceed.

d. Stucco removal and exterior wood elements (continued from above)

Stucco to be removed entirely from the building. Heritage consultant to meet on site with contractor BEFORE stucco removal begins to inspect together test removal areas to understand and document how the stucco was applied (with or without mesh for example) and how thick it is. Whether the removal process is to be conducted by a demolition crew or by experienced carpenters, on-site guidance of the trades by heritage consultant must happen first to determine the appropriate tools and removal process. Stucco removal is to be conducted with extreme caution so that the wood cladding below is not damaged. Part of the removal process will involve the documentation, assessment and measuring of the original wood cladding below, whether it is siding or shingles. Look for and document evidence of trim board widths and trim board design, likely visible in the form of shadows on the wood cladding under the stucco. Consult again with heritage consultant once all stucco is removed to determine the final conservation treatment (preservation or restoration) for the surviving 1889 wood drop siding, any wood shingles the gable, front porch columns and front porch ceiling and to finalize the design and dimensions for trim boards, water table board, brackets and other exterior wood details identified for restoration.

e. Roof and gutters - Rehabilitation

Reroof in duroid roofing shingles (an acceptable alternative for cedar shakes). Install new rainworks system.

f. Chimney

Remove surviving rear chimney for its deteriorated condition and obsolete function.

g. Windows and Doors - Restoration and Rehabilitation

Windows:

Restore replica wood sash horned double-hung windows in the below original openings:



Proposed side (northwest) elevation



Proposed side (southeast) elevation

Source: D3 Dimension Drafting and Design Inc.

Restore replica wood sash horned double-hung windows in the below restored openings:



Proposed front elevation

Source: D3 Dimension Drafting and Design Inc.

Install new (Rehabilitation) wood windows, matching the sash profile and style of the original windows, in all the remaining new openings, as per the proposed architectural elevations and window schedule in the D3 Dimension Drafting and Design HRA package.

Front door:

Restore a replica solid wood glazed door in a design and glazing proportion appropriate to the late 1880s early 1890s with a large light that takes up 2/3 or 3/4 of the door surface.

Install replica Victorian-era door hardware such as the (right) pictured Fenwick set by Baldwin Hardware, either in bronze or black.



All other doors as per D3 Dimension Drafting and Design HRA package door schedule.

h. Front porch

Restore front porch to a full-width open porch (remove glazed enclosure). Restore porch window to a canted bay as typical of picture windows on late 1880 homes in proper Victorian-era proportions (tall vertical windows). Expose columns and porch ceiling beneath stucco and restore correct finishing details for this style and age using wood porch balustrades and decorative brackets (as per architectural drawings) and any other evidence of moulding or frieze shadows that may be found underneath the stucco, in consultation with heritage consultant after stucco removal.


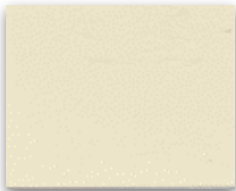
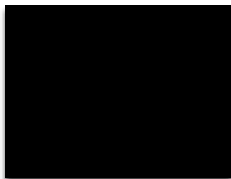


Render of proposed front porch. Source: D3 Dimension Drafting and Design Inc.

h. Finishes

The current colour scheme is dominated by the bottle-dash stucco and texture which is in contrast to the dark, glossy and smooth painted finish an 1889 house would have featured.

The below proposed colour scheme is based on spot-scraping of original siding and trim elements.

	<u>Building area</u>	<u>Historic Colour</u>	<u>Sheen</u>
	body (horizontal siding gable shingles, porch gable)	Harris Grey VC-25	Low luster
	All trim boards and fascia, porch columns, brackets, railing, porch ceiling, soffits, Stairs and porch floors	Harris Cream VC-4	Semi-gloss or satin pearl
	Window sashes and doors	Gloss Black VC-135	High gloss

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.

d. 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.

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

BC and National Archives

Indexes to births (1854-1903), marriages (1872-1938), deaths (1872-1993), colonial marriages (1859-1872) and baptisms (1836-1888). Archival photographs. Government of Canada
Censuses for BC

City of New Westminster

Building permit records - CityViews database, City of New Westminster. Barman, Burton & Cook. 2009. Queen's Park Historical Context Statement prepared for the City of New Westminster.

New Westminster Archives

Field Inspection card 1962-1977, building file, tax rolls, 1931-1947 Fire Insurance map, archival photographs.

New Westminster Public Library

Historic directories, Fire insurance maps, Municipal Voters Lists
Columbian Daily newspaper - 1880s-1890s

Freund-Hainsworth, Katherine & Hainsworth, Gavin. 2005. A New Westminster Album: Glimpses of the City As It Was. Dundurn. pages 46-47

Gottfried, Herbert & Jennings, Jan. 1985. American Vernacular Building and Interiors 1870-1960. Norton & Co. New York.

Hayes, Derek. 2005. Historical Atlas of Vancouver and the Lower Fraser Valley. Douglas & McIntyre.

Roy, Patricia E. 1989. A White Man's Province: BC Politicians and Chinese and Japanese Immigrants 1858-1914. UBC Press. pages 111-112

Vancouver Daily World Newspaper. various archival editions 1888-1924

Vancouver Archives and Vancouver Public Library - archival photographs

Wolf, Jim. 2005. Royal City: A Photographic History of New Westminster. Heritage House.

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 328 Second Street

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 Plans) 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 328 Second Street

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

GENERAL NOTES

These drawings have been prepared by D3 Dimension Drafting and Design Inc. to conform to the current residential standards of the BCBC (2018).

The Builder is responsible for ensuring that all construction conforms to provincial and local codes and bylaws.

Dimensions take precedence to scale drawings.

Dimensions to be taken from outside face of sheathing for exterior walls and face of studs for interior walls as shown.

Place footings to undisturbed, sound bearing soil below frostline (2' below grade).

Structural lumber to be No.2 SPF or better

Between all exterior top plates and double plates, require 6 MIL poly.

6 MIL poly is required at all connection points between interior and exterior walls.

Floor assembly to be constructed with manufacture I-Joist

Lumber in contact with concrete to be damproofed (sill gasket) , and anchored with 1/2" anchor bolts at 16" O.C. max

Lintels to be #2-2x10 U.N.O TYP.

Double joists at parallel partitions (opt. 2x10 blocking at 24" O.C.)

Dwelling must meet current B.C. ventilation code

All operable windows to be standard sliding glazing, U.N.O.

Waterproof wallboard required on bathroom walls

Provide a bond-breaking material between foundation or rock and slabs.

Exterior dimensions to be measured from outside of sheathing.

All interior dimensions to be measured to the centre of stud, except where otherwise noted.

All Construction and installation of materials and equipment shall be done in accordance with good building practices, following manufacturers instructions and conforming to the BCBC

All Structural specifications to be designed and certified by a structural engineer. Any discrepancies must be brought to D3 Dimension Drafting and Design Inc. attention.

It is the responsibility of the contractor or builder to check and verify all dimensions and to ensure all work conforms to all local bylaws ad regulation, and to the current edition of the BCBC

D3 Dimension Drafting and Design Inc. accepts no liability for error or omissions.

These plans conform to the B.C. Building Code, 2018 ED.

GENERAL NOTES

Site Requirements

- No retaining wall shall be constructed on any lot having an exposed height greater than 4 ft. unless engineered
- Any exposed concrete over 2 ft in height shall be architecturally treated.

Exterior Design

- No exposed concrete block is permitted
- Exposed concrete foundation walls are not to exceed 1.64 ft in height,
- In General, the main materials used on the front of the house should be used on all other facades
- Overhangs to be a minimum of 18" TYP. U.N.O.
- All gable fascia shall be a minimum fascia of 2x10.

Roof & Building Materials

- Any fascia gutter must be properly integrated with wood fascia boards to meet building scheme
- Exterior vertical walls are to be non-combustible 20min rated

Driveways & Garages

- The garage shall have closing doors with raised panels or desired architectural detailing
- Garage should be painted to match proposed buildings design and colour scheme
- Garage dimensions are taken from the outside of cladding.
- Driveways shall be constructed of asphalt, exposed aggregate, stamped concrete, brick or combination.
- No gravel driveways or parking areas.

No buildings or driveways shall be constructed on the lots unless provisions to reduce storm water run-off from buildings and driveways been made by the run-off from buildings, driveways and any other impervious surfaces constructed on the lot being re-charged back to the ground through suitable subsurface storm water management systems such as rock pits or exfiltration chambers and run-off from driveways which slope to the public road or common property being intercepted at the property line by the provision of suitably designed and constructed absorbent strip such as grass-crete or permeable interlocking concrete pavers.

PLAN # 1547

These drawing copies or any copies thereof:

-May only be issued by D3 Dimension Drafting Design Ltd.

-May only be issued for the designated purpose indicated

-Are issued with the understanding that D3 Dimension Drafting Design Ltd., will be responsible for their work only to the extent of issuing corrected copies in the event of an error or omission of the same.

-All work done by D3 Dimension Drafting Design Ltd., is and will remain solely the property of the same.

-All funds paid are non-refundable.



928 Thirteen Street, New Westminster, BC V3M4N2
www.d3design.ca

Diana Martins and James Garbutt
328 Second Street New West

No.	Description	Date

General Notes

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A100

Scale 1 1/2" = 1'-0"

Project Information (HRA)

Property Owner	Diana Martins and James Garbutt
Site Address	HRA 328 Second St, New West V3L 2K8
Project Type	HRA
Jurisdiction Authority	City of New Westminster
Legal Description	Parcel "C" (529635E5) of Lot 44, Suburban Block 6 Group 1 NWD Plan 2620
PID	013-420-828
Zone	RS-4

CONSULTANTS

Surveyor	Amray Land Surveying Ltd.	604-620-5299
Designer	D3 Design	604-603-6747
Engineer		
Builder		
Energy Consultant		
Arborist	Arbor & Co.	778-886-1566

Zoning Analysis

Site	Notes
Lot Width	39.43 ft
Lot Depth	93.30 ft
Lot Size	3674.26 ft ² Variance
Step Code	

Primary Dwelling

Coverage	Required/Allowed	Proposed	Notes
Principle Site Coverage	35% (1285.99 SF)	29% (1070.30 SF)	
Set Backs	Required/Allowed	Proposed	Notes
Front:	18.66 ft	28.85 ft	
Front projection	4.0 ft	0 ft	
Rear:	18.66 ft	10.03 ft	Variance
Rear projection:	4.0 ft	2.8 ft	Variance
Right Side:	4.0 ft	5.59 ft	
Left Side:	4.0 ft	8.80 ft	

Zoning Analysis Cont'd

Floor Area	Required/Allowed	Proposed	Notes
Basement		1041.87 SF	
First Floor		1070.73 SF	
Second Floor		789.61 SF	
Total	2575.17 SF (70%)	2902.21 SF (78.9%)	Variance
Attached Accessory Area	Required/Allowed	Proposed	Notes
Secondary Suite Area	N/A	N/A	
Off street parking	1	1 (off site)	Variance
Detached Accessory Area	Required/Allowed	Proposed	Notes
Front Porch		149.80 SF	
Back Deck		107.70 SF	
Basement Entry		107.70 SF	
Total	367.8 SF (10%)	365.2 SF (10%)	
Height	Required/Allowed	Proposed	Notes
Left Front Elevation		321.79 ft	
Right Front Elevation		318.23 ft	
Left Rear Elevation		326.23 ft	
Right Rear Elevation		317.15 ft	
Average Grade		319.48 ft	
U/S Eave Elevation		337.01 ft	
Roof Peak Elevation		349.29 ft	
Roof Peak from AG	35 ft	29.82 ft	
Roof Eave From AG		17.35 ft	
Midpoint Elevation	25 ft	23.67 ft	
Greenspace	Required/Allowed	Proposed	Notes
Front of House		1126 SF	
Total		31% (1126 SF)	



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Diana Martins and James Garbutt
328 Second Street New West

No.	Description	Date

Zoning Table Heritage

Project number	1499	A101
Date	April 20, 2022	
Drawn by	Author	
Checked by	Checker	
		Scale 1 1/2" = 1'-0"

Project Information (SFD)

Property Owner	Diana Martins and James Garbutt
Site Address	330 Second Street
Project Type	New SFD
Jurisdiction Authority	City of New Westminster
Legal Description	TBD
PID	TBD
Zone	RS-5

CONSULTANTS

Surveyor	Amray Land Surveying Ltd.	604-620-5299
Designer	D3 Design	604-603-6747
Engineer		
Builder		
Energy Consultant		
Arborist	Arbor & Co.	778-847-0669

Zoning Analysis

Site	Notes
Lot Width	Irregular Shape
Lot Depth	Irregular Shape
Lot Size	4488.67 ft ² Variance
Step Code	Step Code 3

Primary Dwelling

Coverage	Required/Allowed	Proposed	Notes
Principle Site Coverage	35% (1570.65 SF)	17% (757.84 SF)	
Set Backs	Required/Allowed	Proposed	Notes
Front:	20% (11.03)	12.70 ft	
Front projection	4.0 ft	1.80 ft	
Rear:	20% (11.03)	12.53 ft	
Right Side:	5.0 ft	23.31 ft	
Left Side:	5.0 ft	5.0 ft	
Lot width (Frontage)	406.96 ft x 10%= 40.7 ft	15.57 ft	Variance

Zoning Analysis Cont'd

Floor Area	Required/Allowed	Proposed	Notes
Basement		694.91 SF	
First Floor		757.84 SF	
Second Floor		790.04 SF	
Total	2243.79 SF (50%)	2242.79 SF (49.9%)	
Parking sec.140.46 A	Required/Allowed	Proposed	Notes
	1	1	
Attached Accessory Area	Required/Allowed	Proposed	Notes
Front Porch		124.92SF	
Rear Deck		>2' from grade	
Total	448.76 SF (10%)	124.92 SF	
Detached Accessory Area	Required/Allowed	Proposed	Notes
Total	448.76 SF (10%)	0 SF	
Height	Required/Allowed	Proposed	Notes
Left Front Elevation		316.96 ft	
Right Front Elevation		317.15 ft	
Left Rear Elevation		315.10 ft	
Right Rear Elevation		314.10 ft	
Average Grade		315.83 ft	
U/S Eave Elevation		334.94 ft	
Roof Peak Elevation		345.24 ft	
Roof Peak Height	35 ft	29.41 ft	
Roof Eave Height		19.11 ft	
Midpoint Height	25 ft	24.26 ft	
Green Space	Required/Allowed	Proposed	Notes
Side Yard		825 SF	
Rear of Infill		478 SF	
Total		29% (1303 SF)	



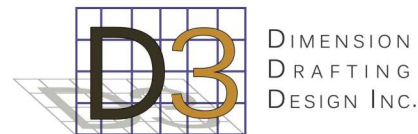
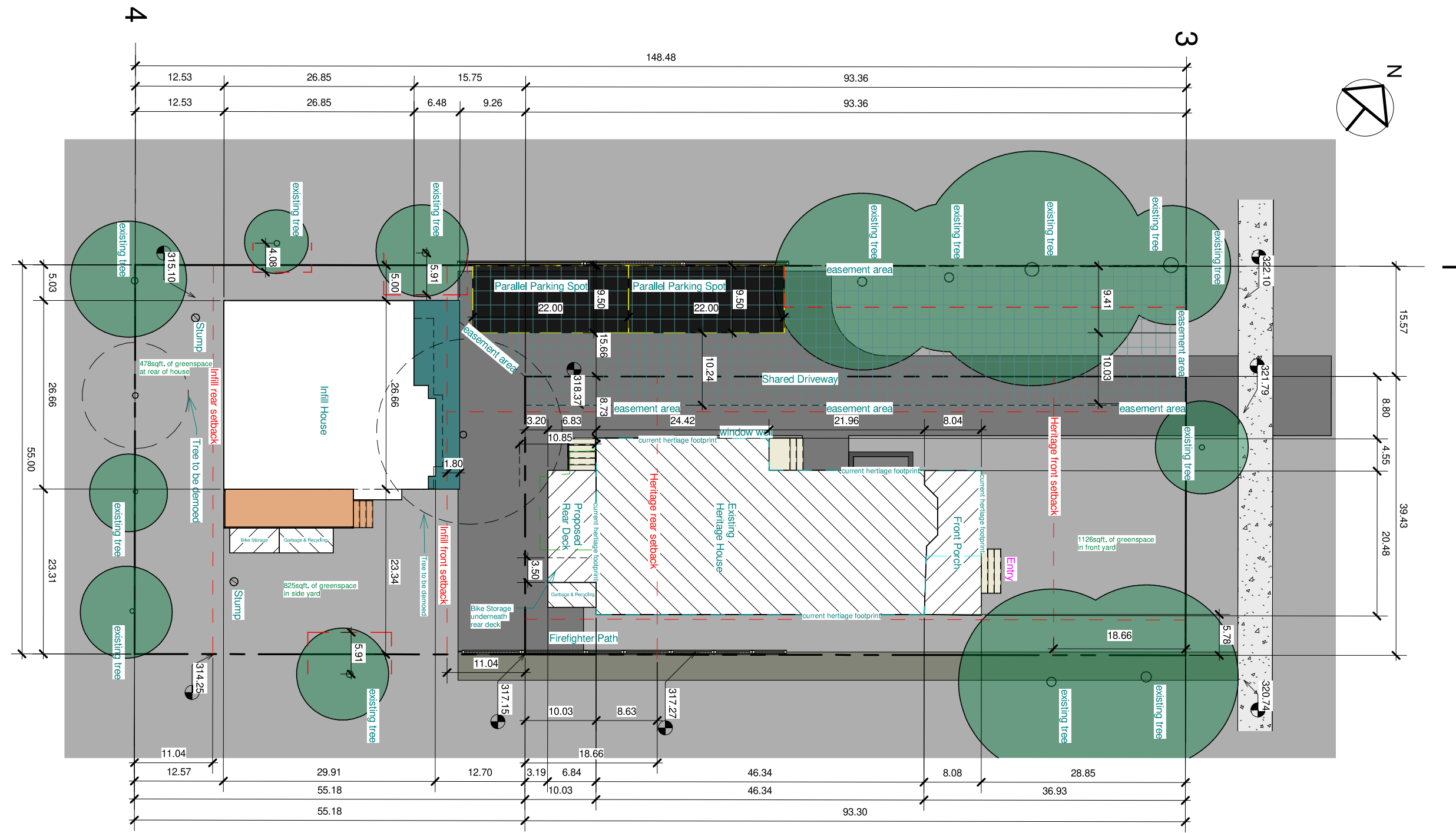
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Diana Martins and James Garbutt
328 Second Street New West

No.	Description	Date

Zoning Table Infill

Project number	1499	A102
Date	April 20, 2022	
Drawn by	Author	
Checked by	Checker	
Scale		1 1/2" = 1'-0"



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Diana Martins and James Garbutt
328 Second Street New West

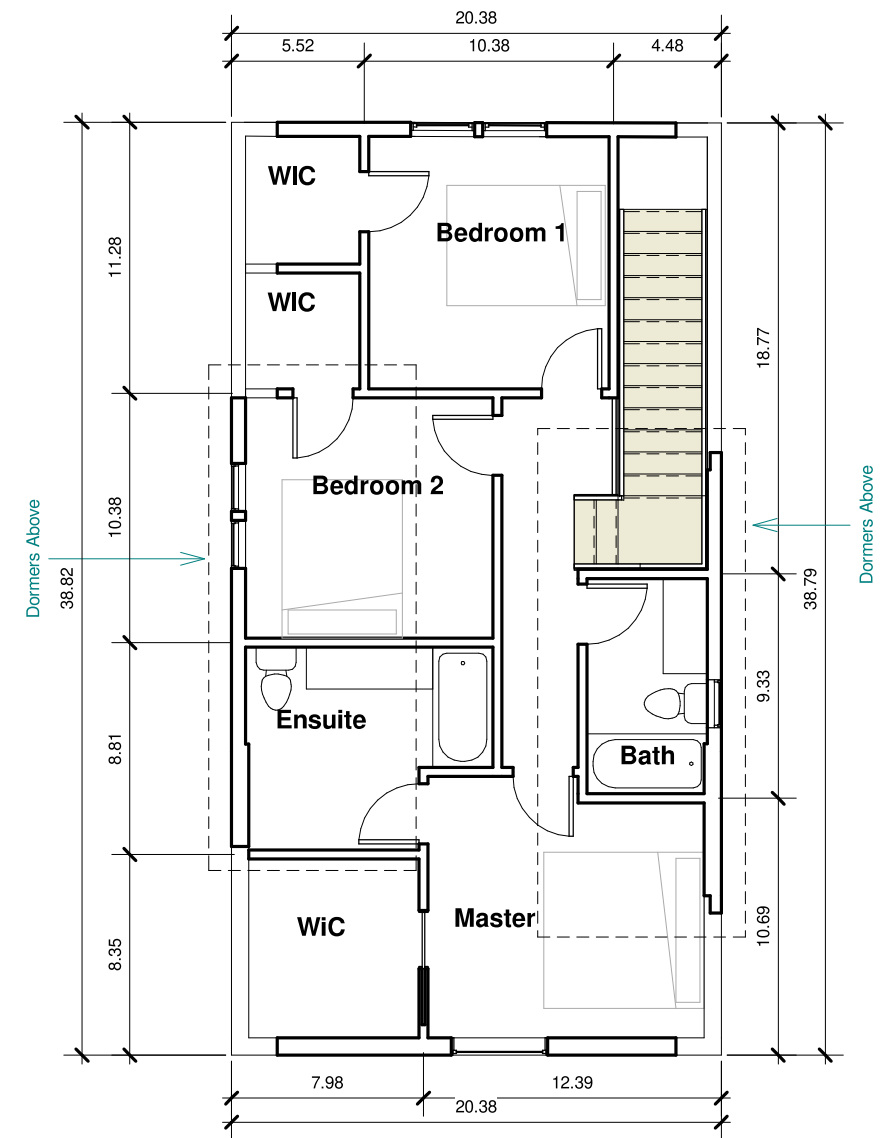
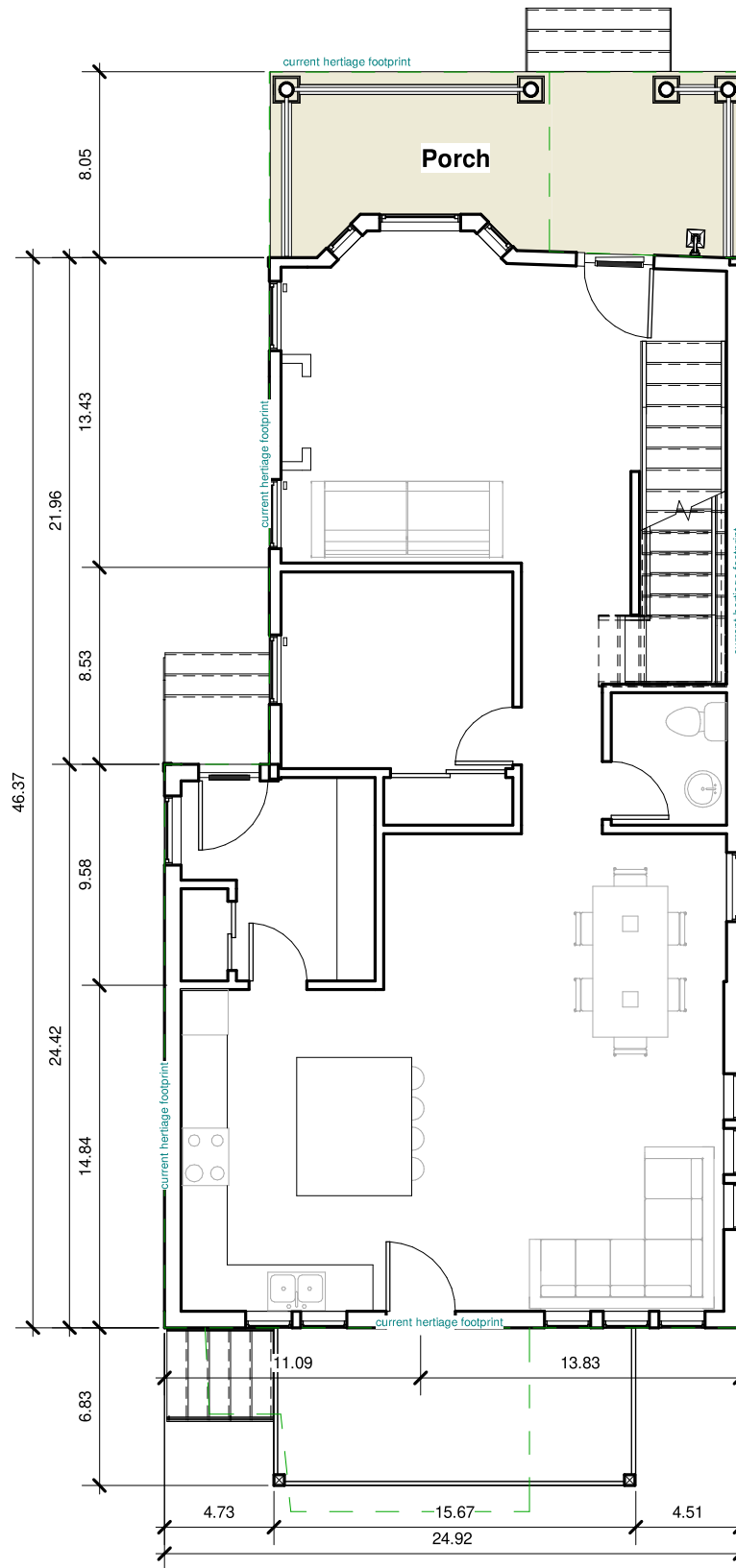
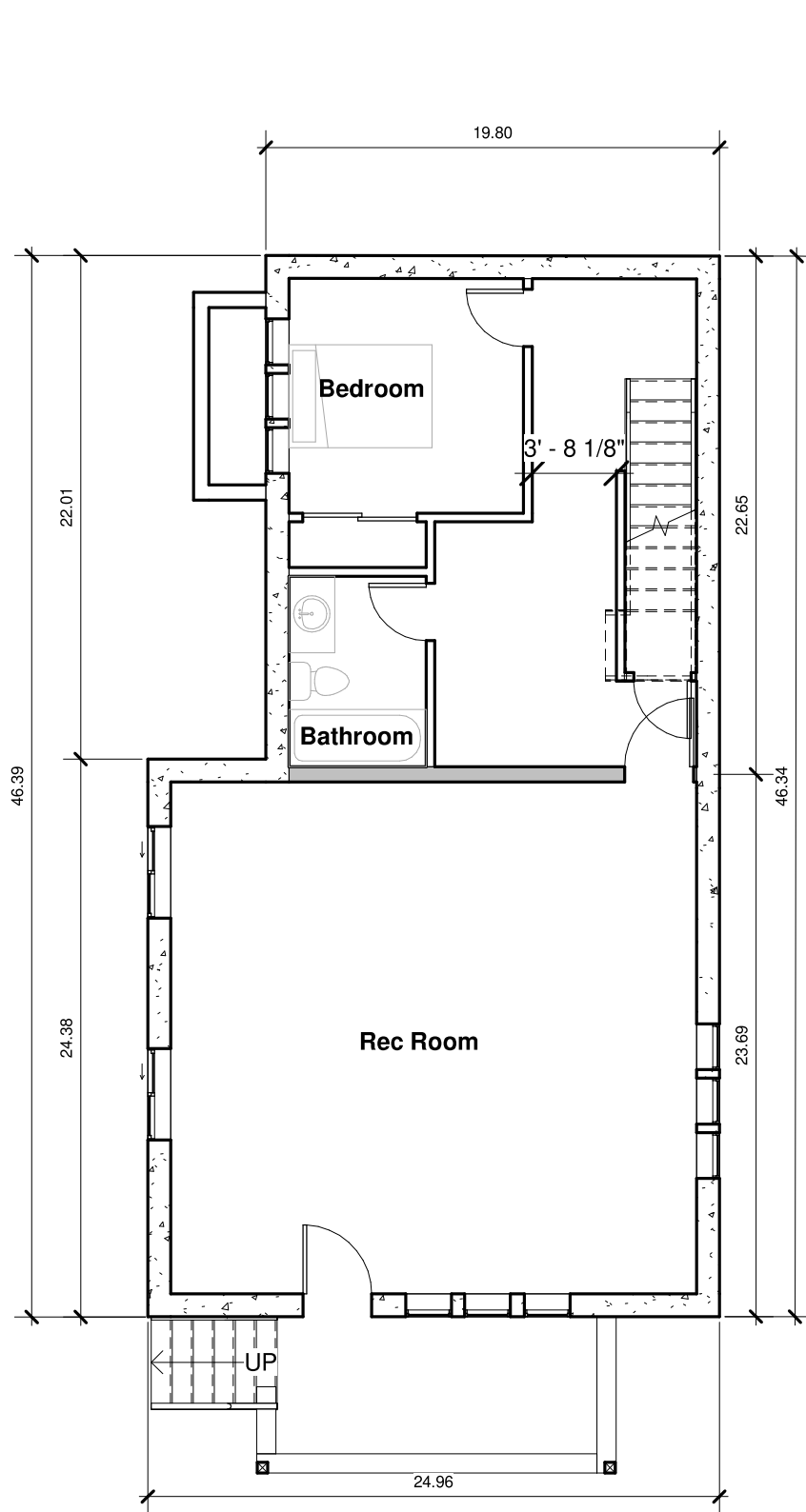
No.	Description	Date

Site Plan

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A103

Scale 1/16" = 1'-0"



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Diana Martins and James Garbutt

328 Second Street New West

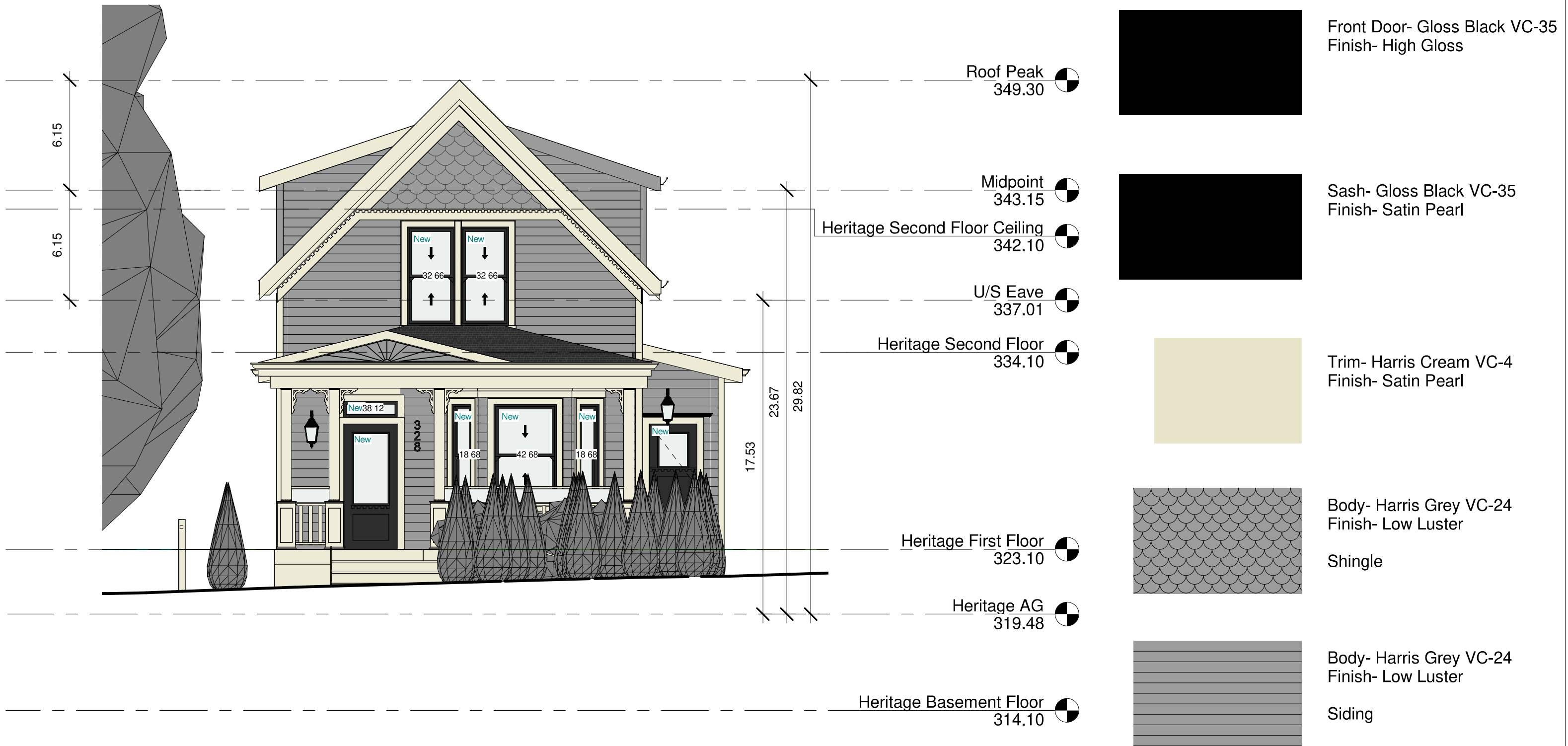
No.	Description	Date

Heritage Floor Plans

Project number 1499
Date April 20, 2022
Drawn by Author
Checked by Checker

A104

Scale 1/8" = 1'-0"



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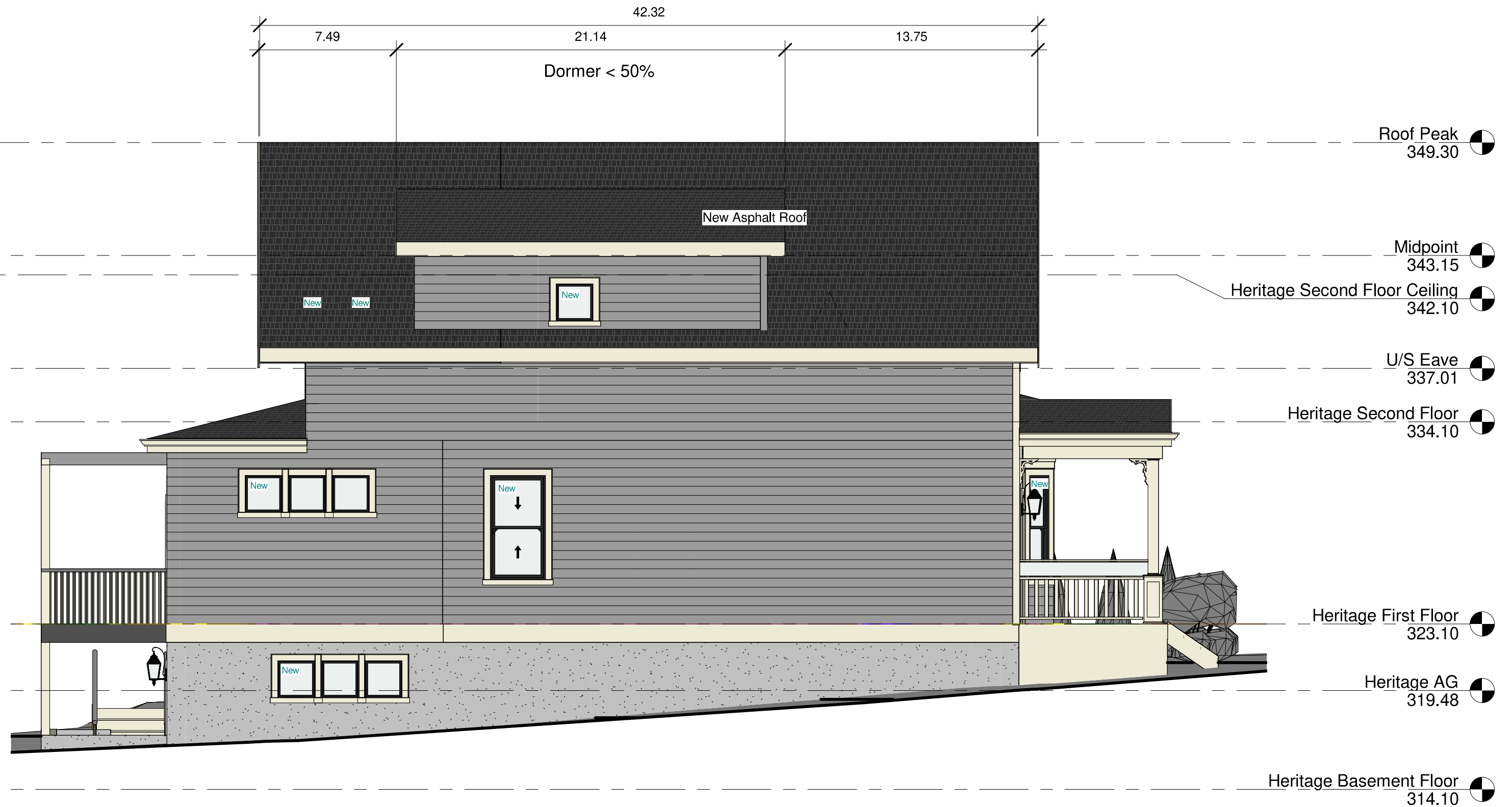
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Diana Martins and James Garbutt
328 Second Street New West

No.	Description	Date

Heritage Front Elevation

Project number	1499	A105
Date	April 20, 2022	
Drawn by	Author	
Checked by	Checker	
Scale		3/16" = 1'-0"



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Diana Martins and James Garbutt
328 Second Street New West

No.	Description	Date

Heritage Left Elevation

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A106

Scale 3/16" = 1'-0"



Roof Peak
349.30



Midpoint
343.15



Heritage Second Floor Ceiling
342.10



U/S Eave
337.01



Heritage Second Floor
334.10



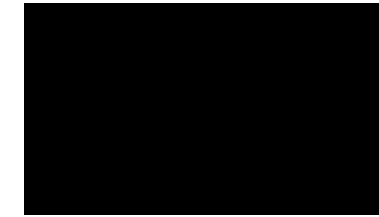
Heritage First Floor
323.10



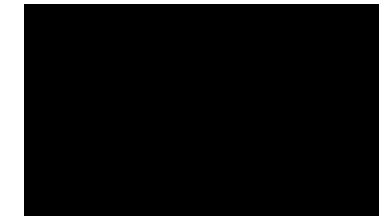
Heritage AG
319.48



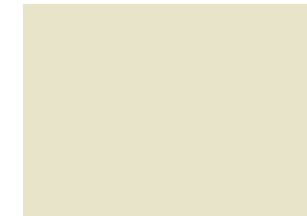
Heritage Basement Floor
314.10



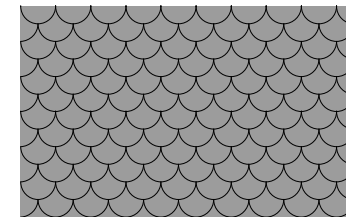
Front Door- Gloss Black VC-35
Finish- High Gloss



Sash- Gloss Black VC-35
Finish- Satin Pearl

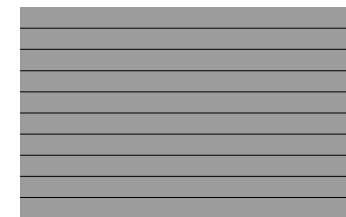


Trim- Harris Cream VC-4
Finish- Satin Pearl



Body- Harris Grey VC-24
Finish- Low Luster

Shingle



Body- Harris Grey VC-24
Finish- Low Luster

Siding



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328 Second Street New West

No.	Description	Date

Heritage Rear Elevation

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A107

Scale 3/16" = 1'-0"



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Diana Martins and James Garbutt
328 Second Street New West

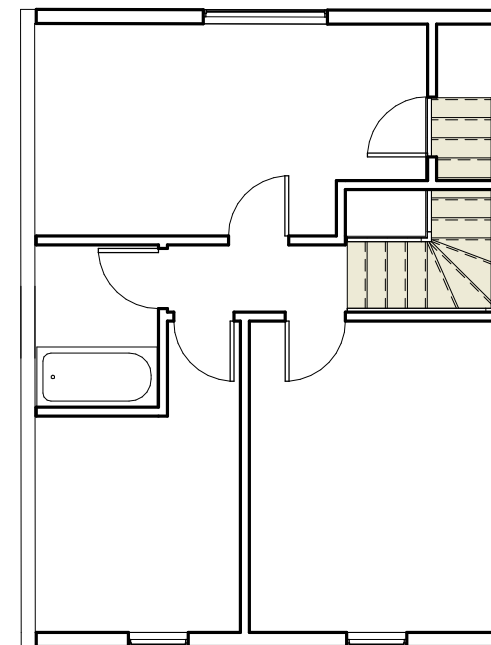
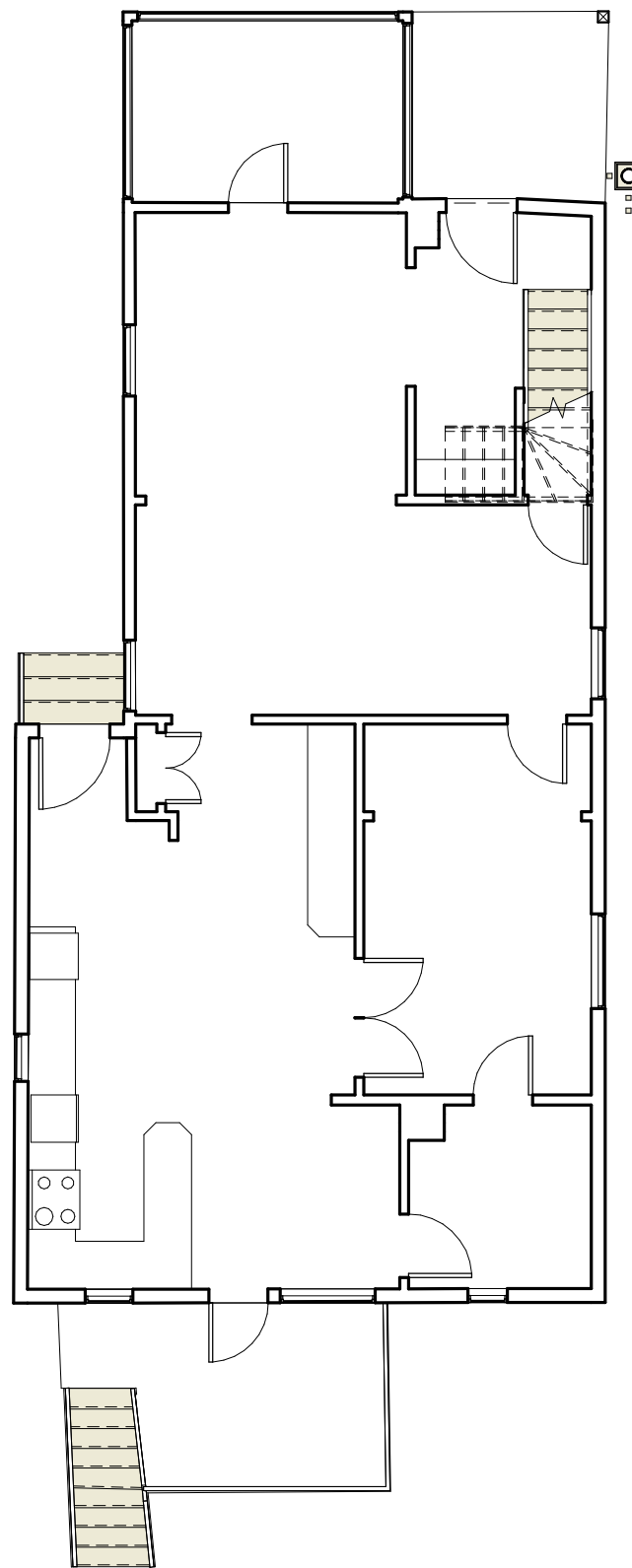
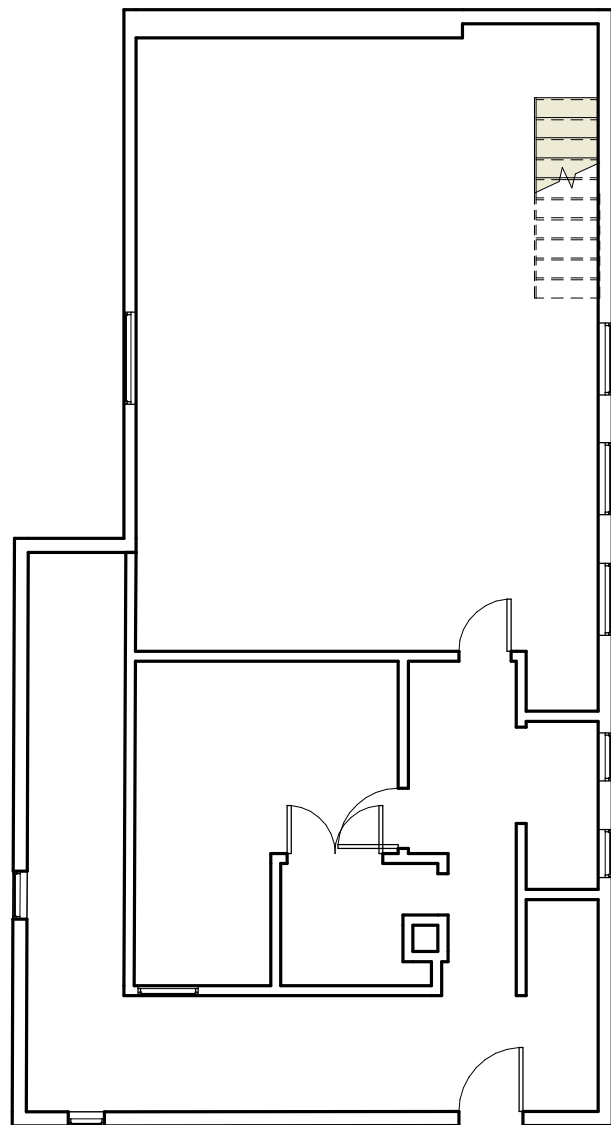
No.	Description	Date

Heritage Right Elevation

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A108

Scale 3/16" = 1'-0"



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328 Second Street New West

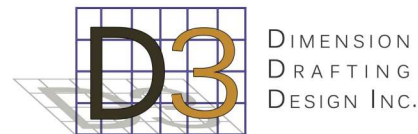
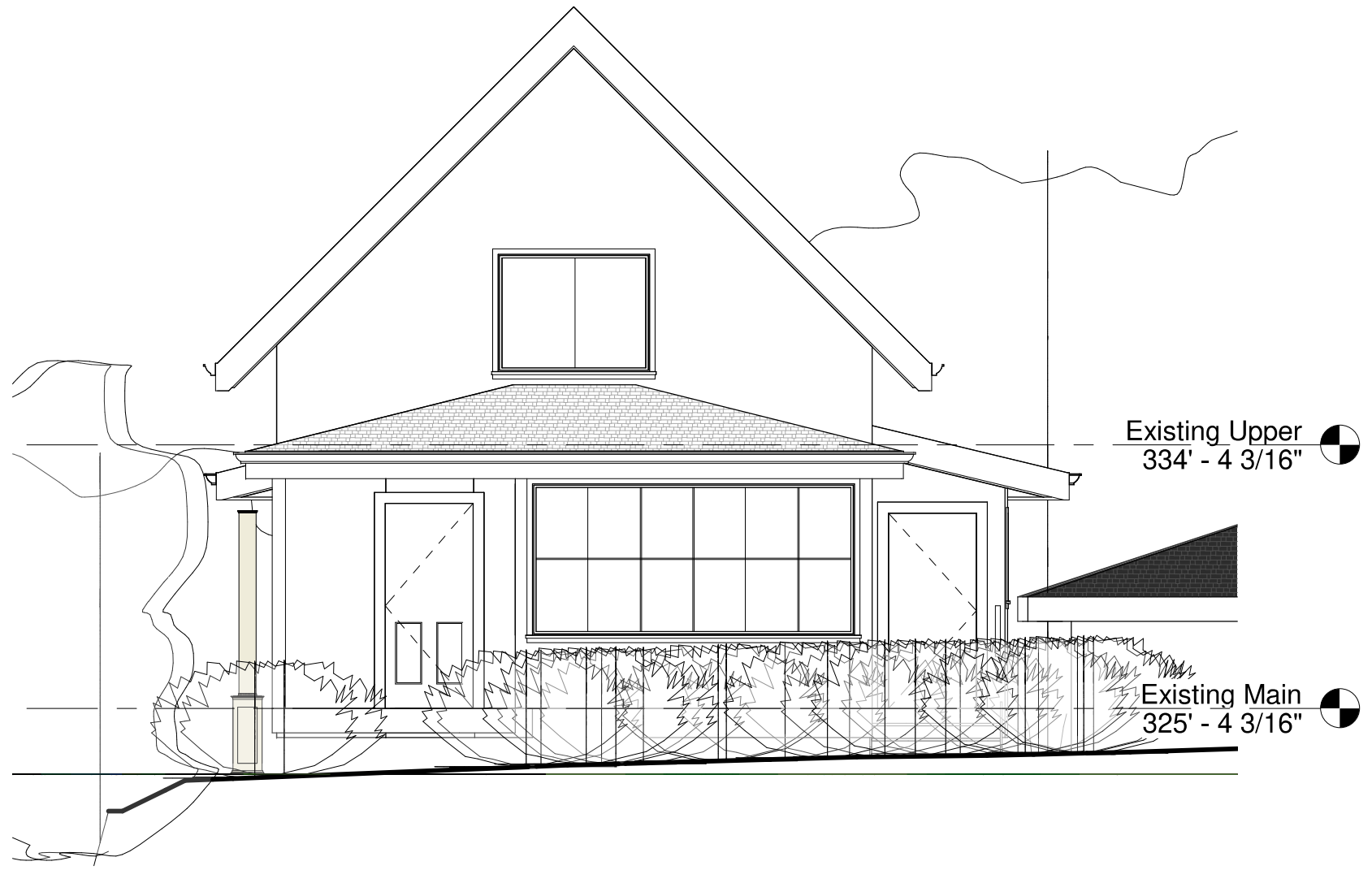
No.	Description	Date

Heritage Existing Floor Plans

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A109

Scale 1/8" = 1'-0"



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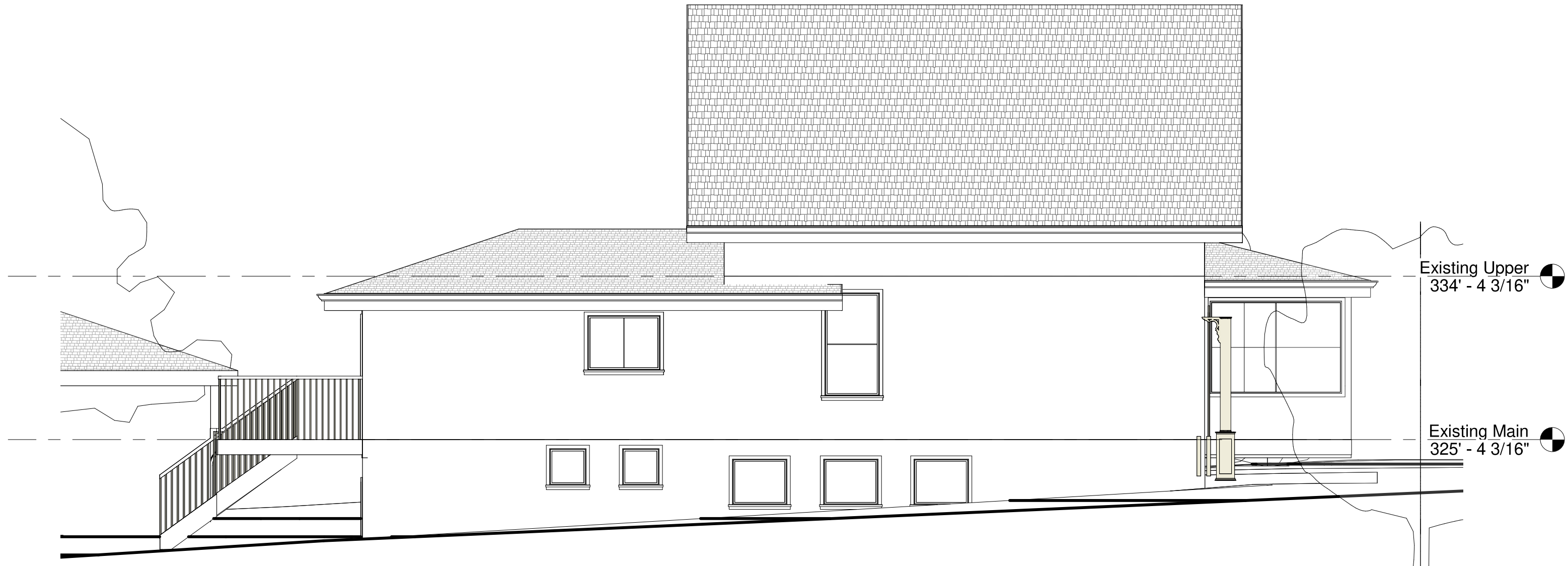
Diana Martins and James Garbutt
328 Second Street New West

No.	Description	Date

Heritage Existing Elevation

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A110
Scale 3/16" = 1'-0"



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Diana Martins and James
Garbutt
328 Second Street New West

No.	Description	Date

Heritage Existing Elevation

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A111

Scale 3/16" = 1'-0"



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Diana Martins and James
Garbutt

328 Second Street New West

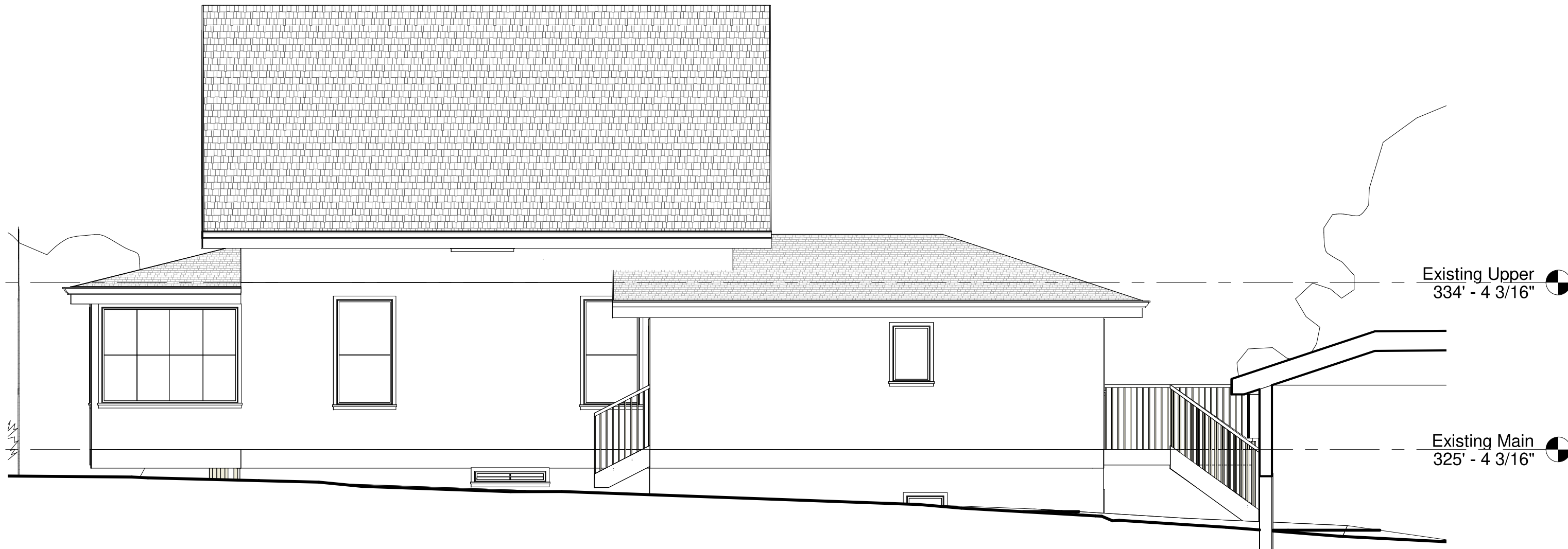
No.	Description	Date

Heritage Existing Elevation

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A112

Scale 3/16" = 1'-0"



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Diana Martins and James Garbutt

328 Second Street New West

No.	Description	Date

Heritage Existing Elevation

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A113

Scale 3/16" = 1'-0"

Existing Pictures



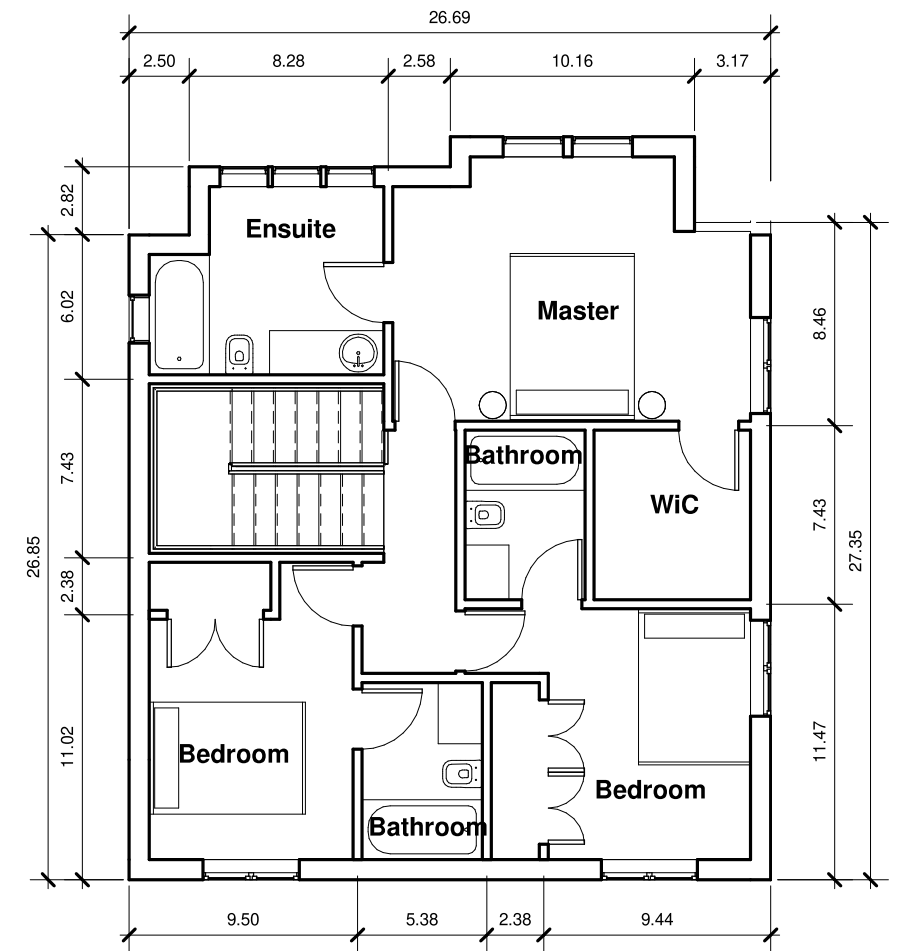
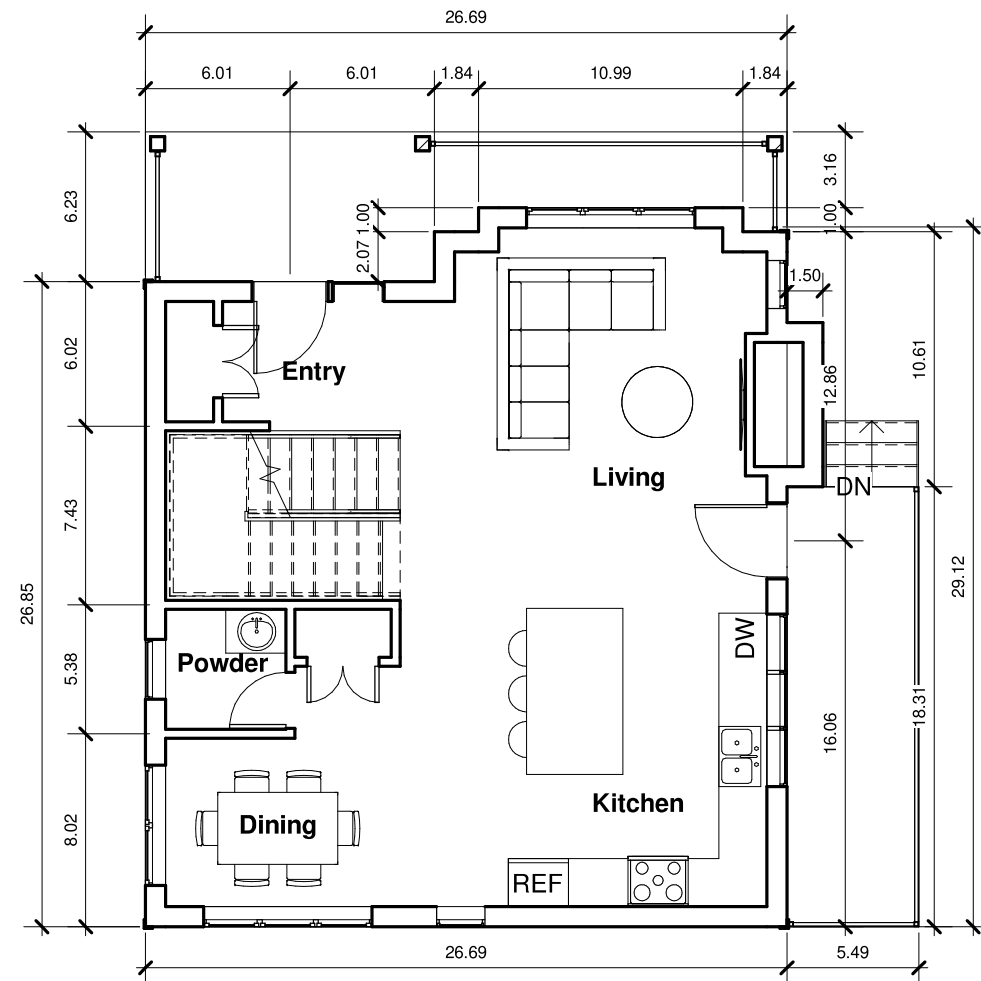
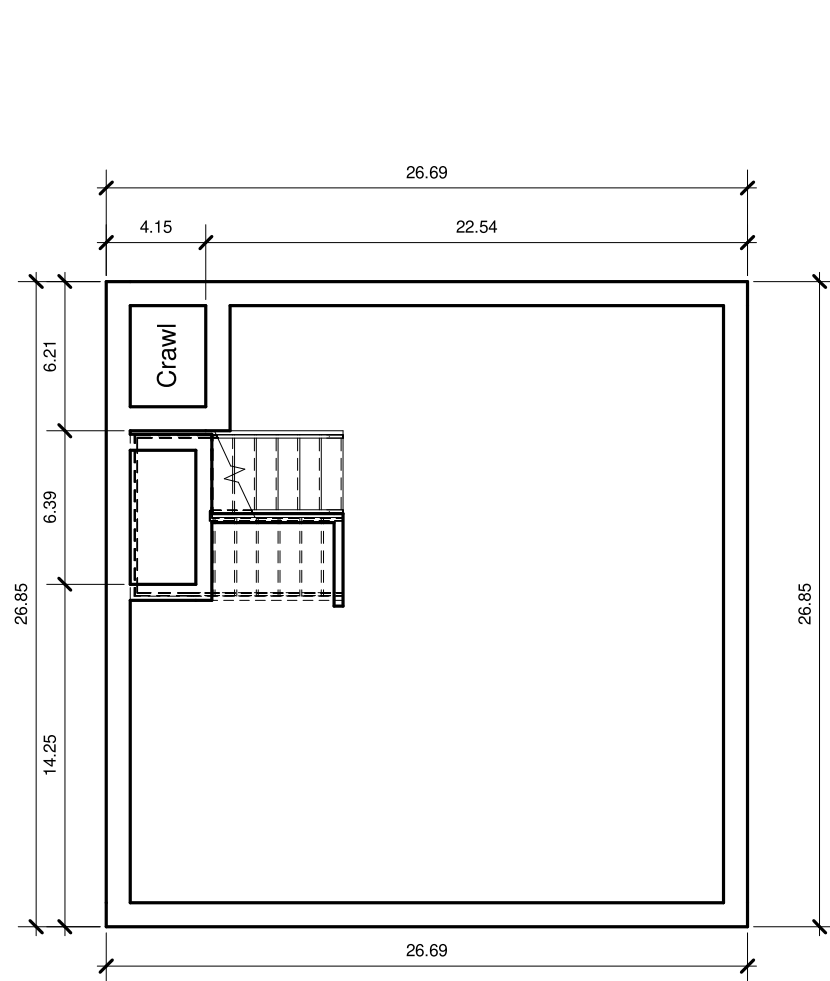

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Diana Martins and James Garbutt
328 Second Street New West

No.	Description	Date

Heritage Existing Photos		A114
Project number	1499	
Date	April 20, 2022	
Drawn by	Author	
Checked by	Checker	
Scale		



Diana Martins and James Garbutt
 328 Second Street New West

No.	Description	Date

Infill Floor Plans

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A115
 Scale 1/8" = 1'-0"

● Infill Roof Peak
345.24

● Infill Midpoint
340.09

● Infill Ceiling
335.49

● Infill U/S Eaves
334.94

● Infill Upper
327.41

● Infill Main
317.41

● Infill AG
315.83

● Infill Basement
308.41

29.41

24.26

19.11



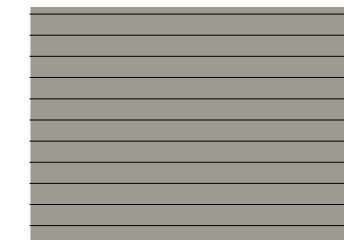
Front Door- Wrought Iron 2124-10
Finish- High Gloss



Sash- Wrought Iron 2124-10
Finish- Satin Pearl



Trim- Wrought Iron 2124-10
Finish- Satin Pearl



Body- Dunbar Grey VC-14
Finish- Low Luster

Siding



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**Diana Martins and James
Garbutt**

328 Second Street New West

No.	Description	Date

Infill Front Elevation

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A116

Scale 3/16" = 1'-0"

● Infill Roof Peak
345.24

● Infill Midpoint
340.09

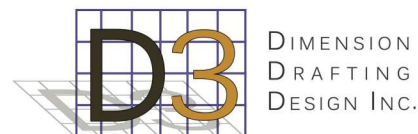
● Infill Ceiling
335.49

● Infill U/S Eaves
334.94

● Infill Upper
327.41

● Infill Main
317.41

● Infill AG
315.83



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Diana Martins and James
Garbutt

328 Second Street New West

No.	Description	Date


Infill Left Elevation


Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker


A117


Scale 3/16" = 1'-0"



Infill Roof Peak
 345.24



Infill Midpoint
 340.09


Infill Ceiling
 335.49


Infill U/S Eaves
 334.94


Infill Upper
 327.41


Infill Main
 317.41


Infill AG
 315.83



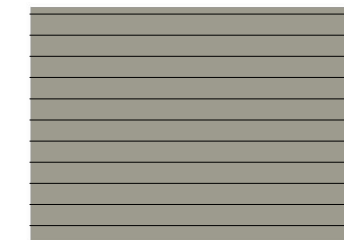
Front Door- Wrought Iron 2124-10
 Finish- High Gloss



Sash- Wrought Iron 2124-10
 Finish- Satin Pearl



Trim- Wrought Iron 2124-10
 Finish- Satin Pearl



Body- Dunbar Grey VC-14
 Finish- Low Luster

Siding



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328 Second Street New West

No.	Description	Date

Infill Rear Elevation

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A118

Scale 3/16" = 1'-0"

● Infill Roof Peak
345.24

● Infill Midpoint
340.09

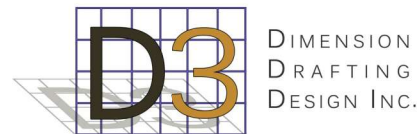
● Infill Ceiling
335.49

● Infill U/S Eaves
334.94

● Infill Upper
327.41

● Infill Main
317.41

● Infill AG
315.83



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328 Second Street New West

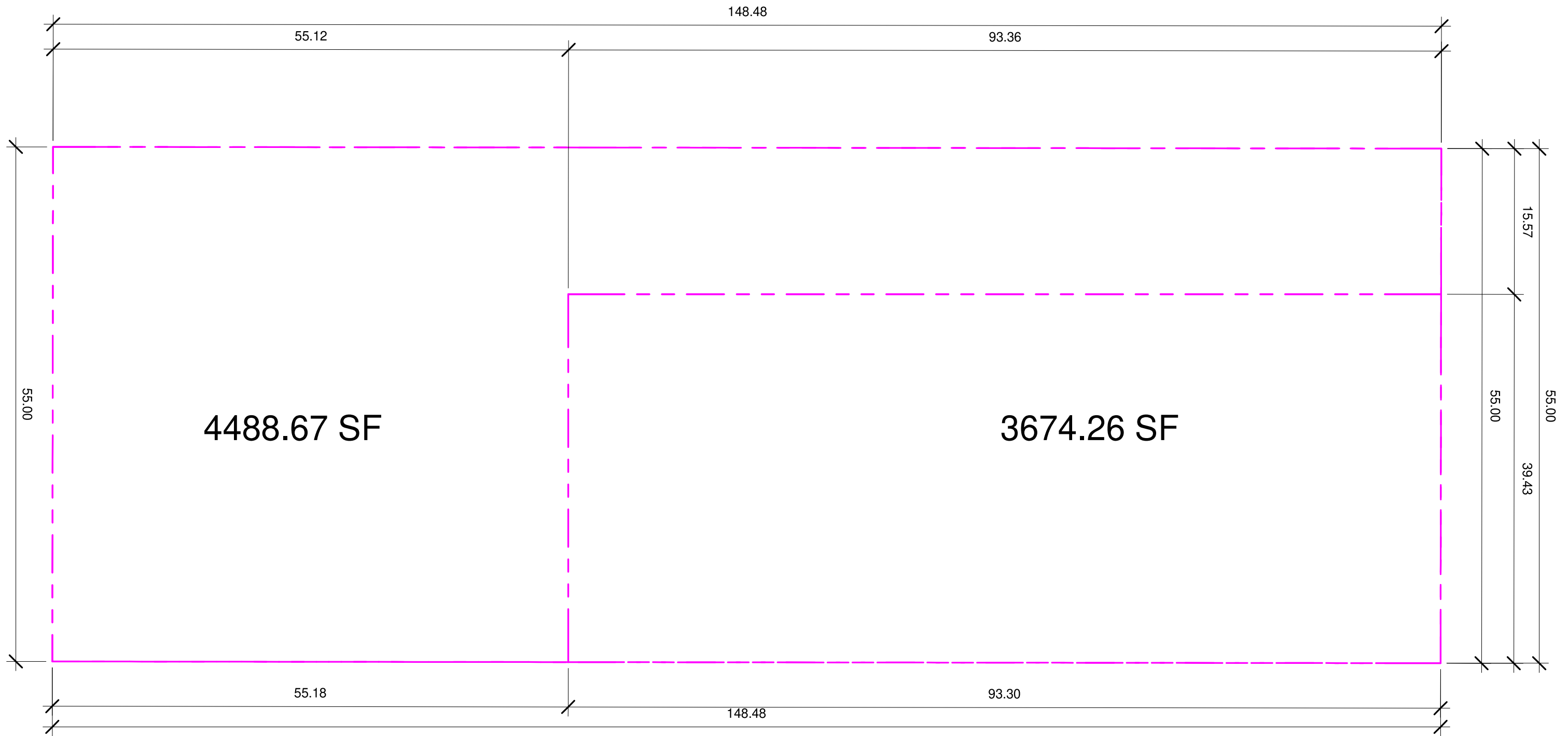
No.	Description	Date

Infill Right Elevation

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A119

Scale 3/16" = 1'-0"

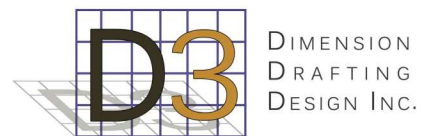


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No.	Description	Date

Property Lines		A120
Project number	1499	
Date	April 20, 2022	
Drawn by	Author	
Checked by	Checker	
Scale 3/32" = 1'-0"		



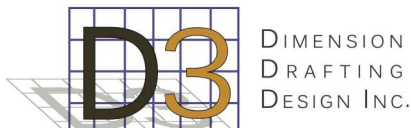
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**Diana Martins and James
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328 Second Street New West

No.	Description	Date

Renders		A121
Project number	1499	
Date	April 20, 2022	
Drawn by	Author	
Checked by	Checker	
Scale		

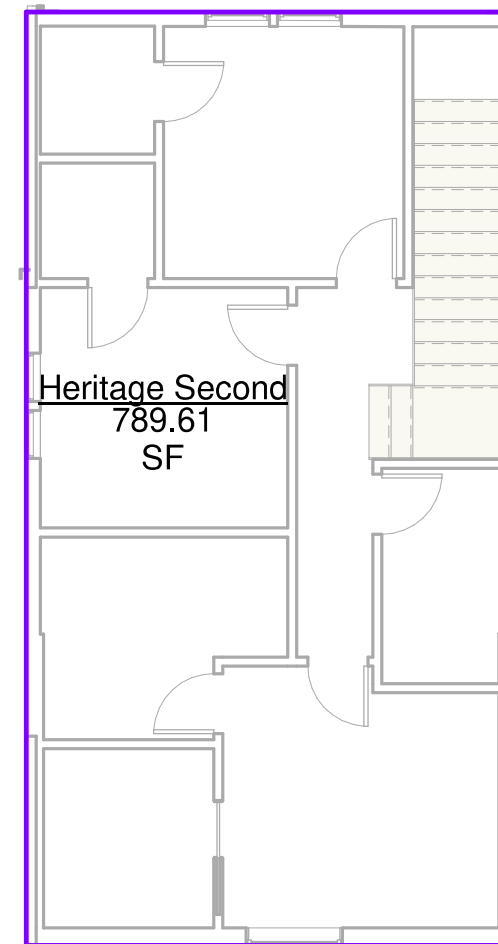
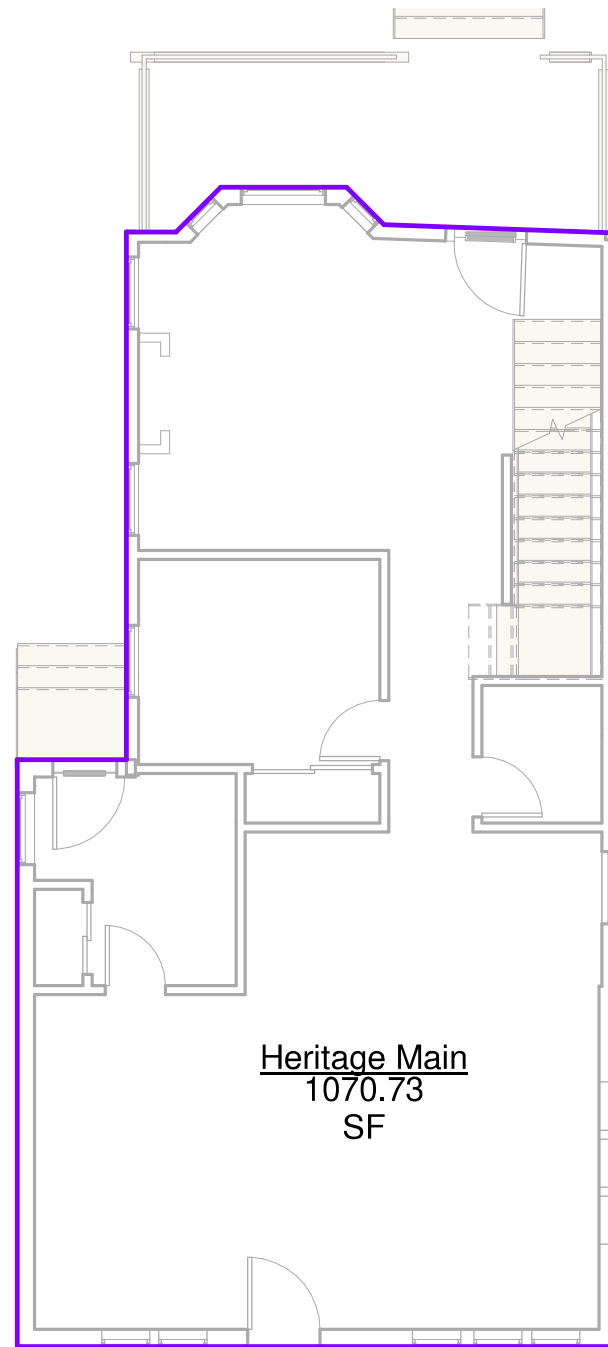
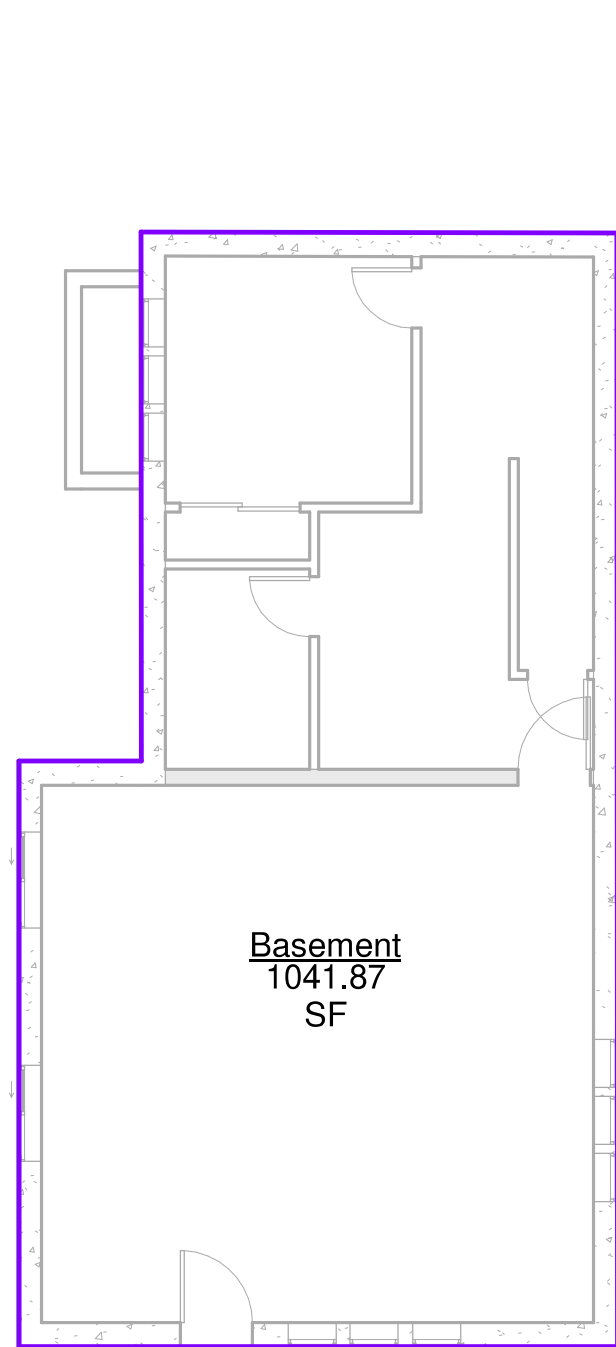


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328 Second Street New West

No.	Description	Date

Renders		A122
Project number	1499	
Date	April 20, 2022	
Drawn by	Author	
Checked by	Checker	
Scale		



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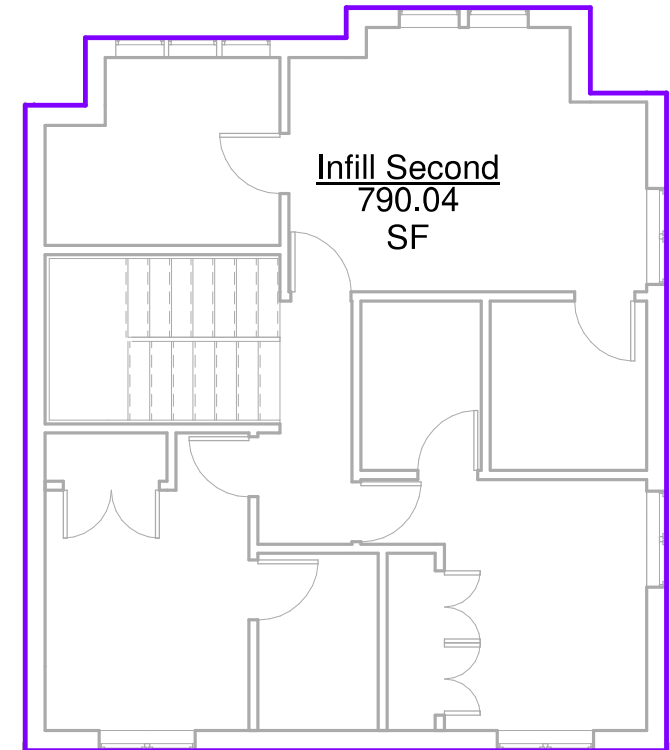
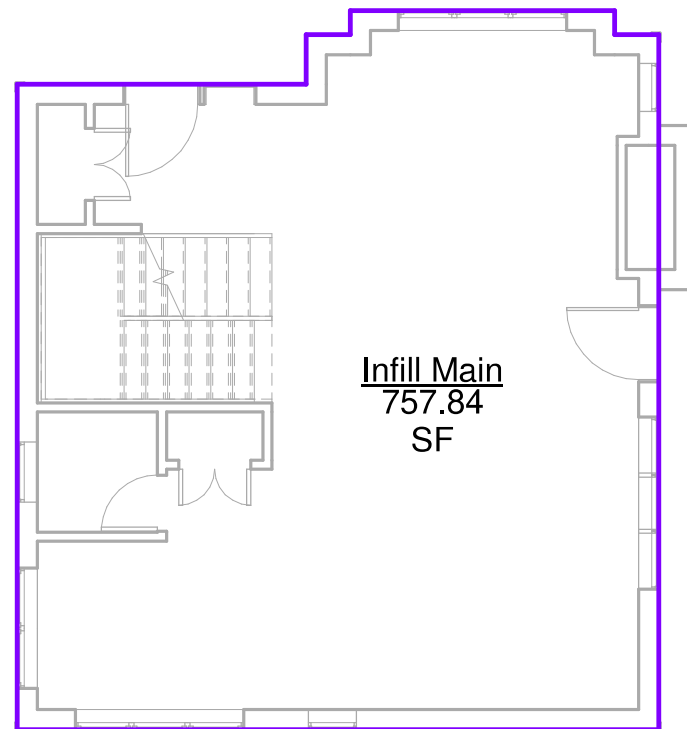
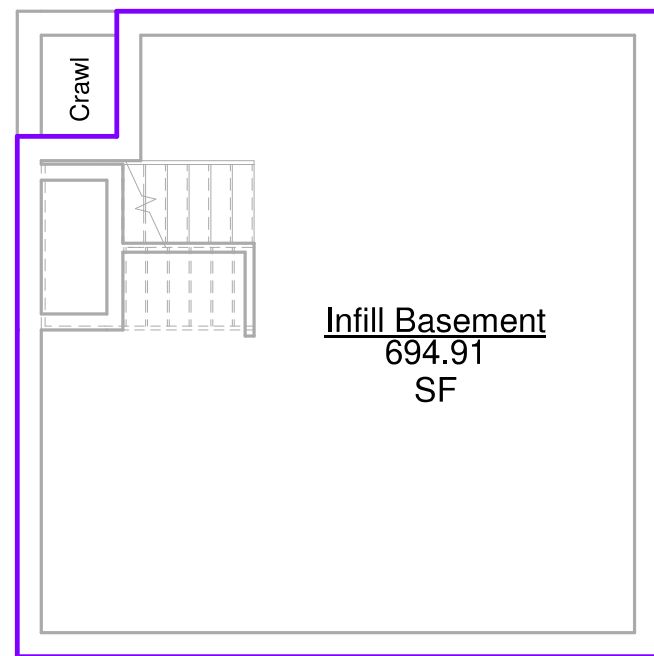
No.	Description	Date

Heritage Area Plans

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

A123

Scale 1/8" = 1'-0"



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No.	Description	Date

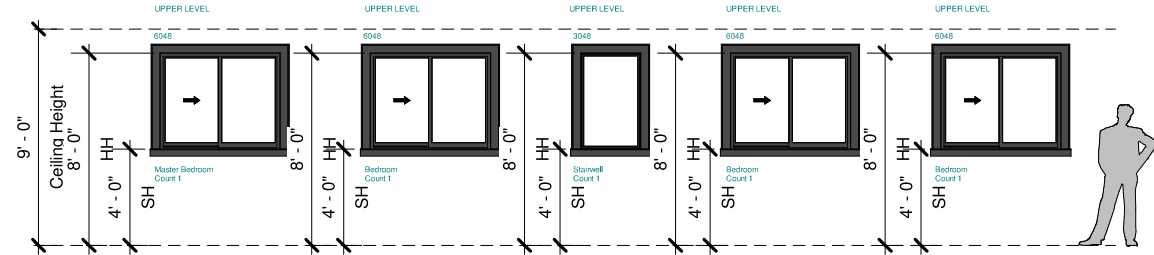
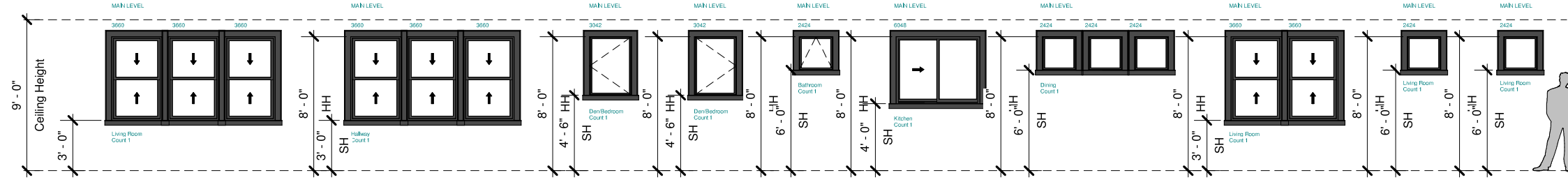
Infill Area Plans

Project number	1499
Date	April 20, 2022
Drawn by	Author
Checked by	Checker

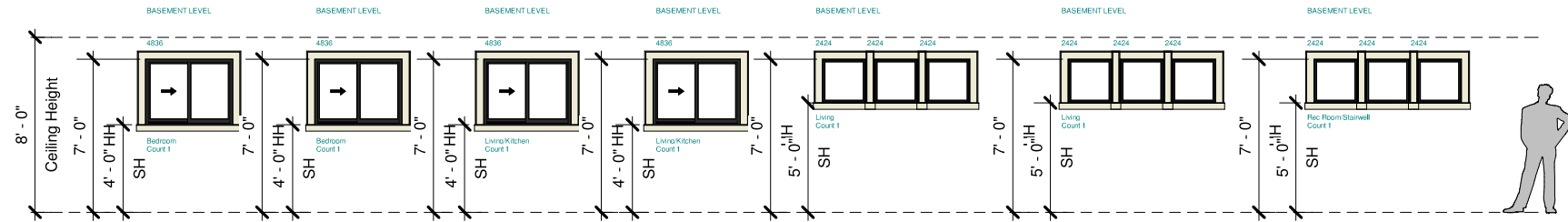
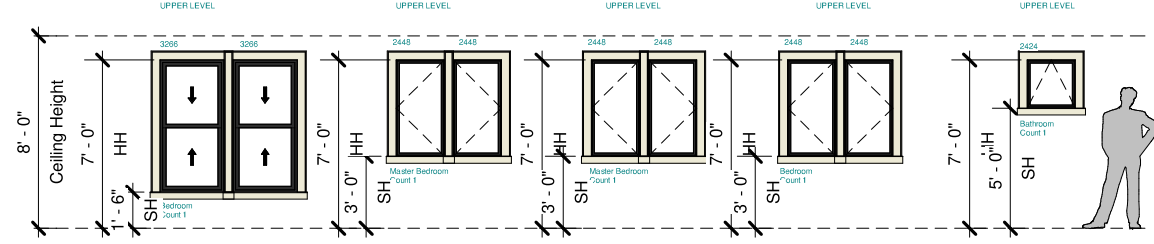
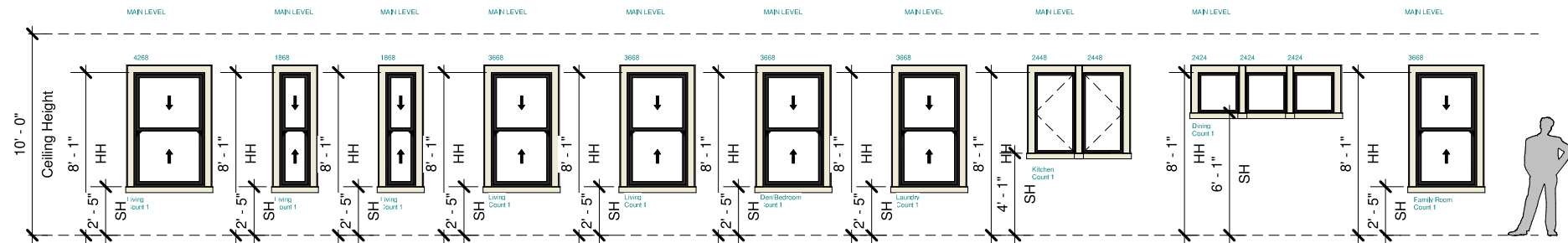
A124

Scale 1/8" = 1'-0"

NEW BUILD



HERITAGE HOUSE



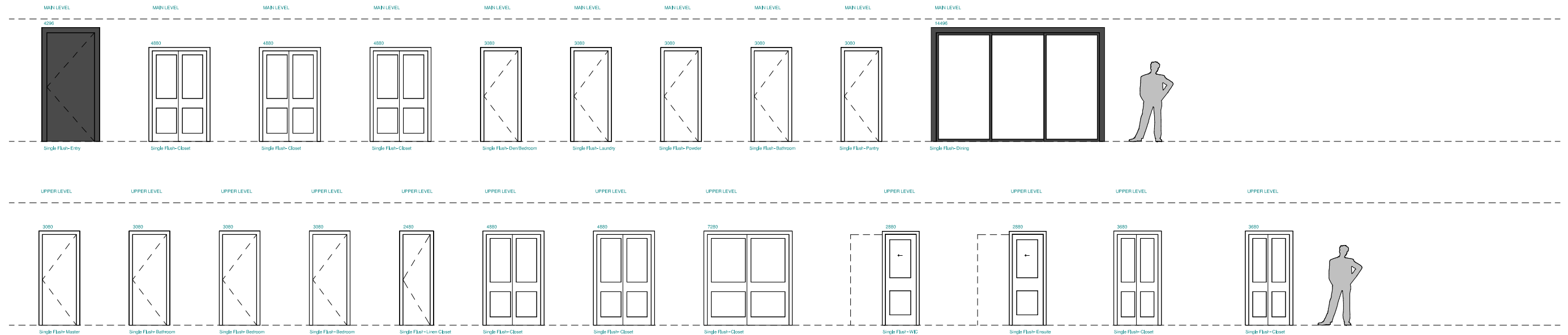
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328 Second Street New West

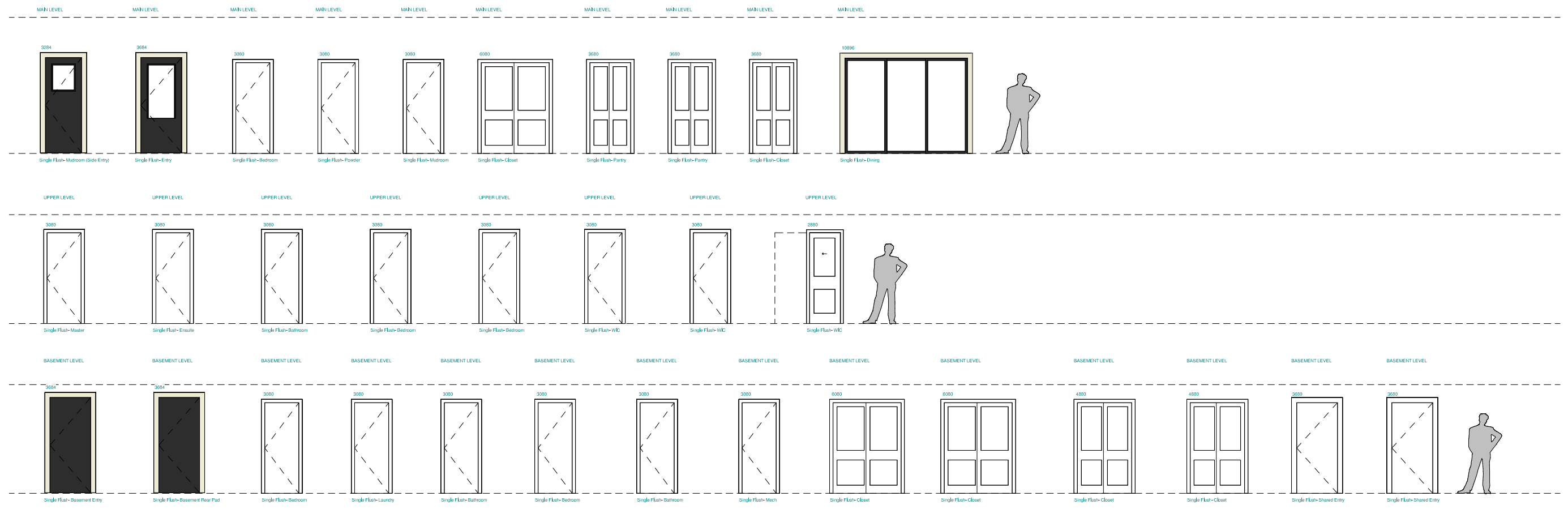
No.	Description	Date

Window Schedule		A125
Project number	1499	
Date	April 20, 2022	
Drawn by	Author	
Checked by	Checker	
Scale 1/8" = 1'-0"		

NEW BUILD



HERITAGE HOUSE

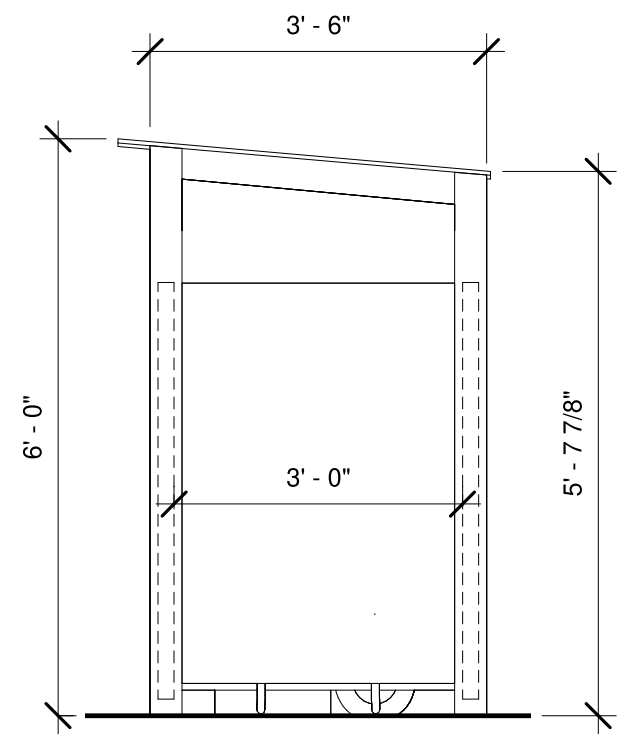
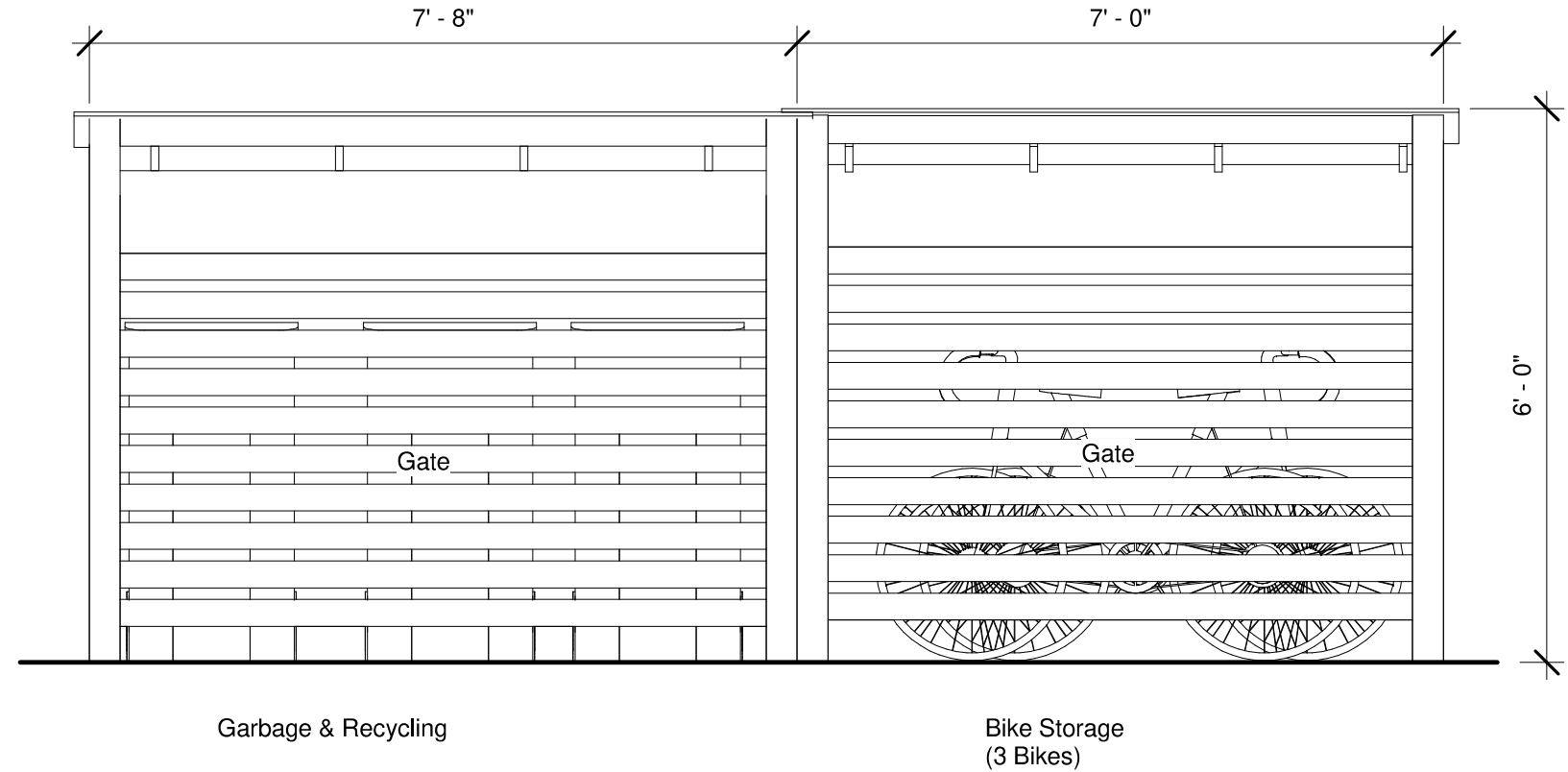
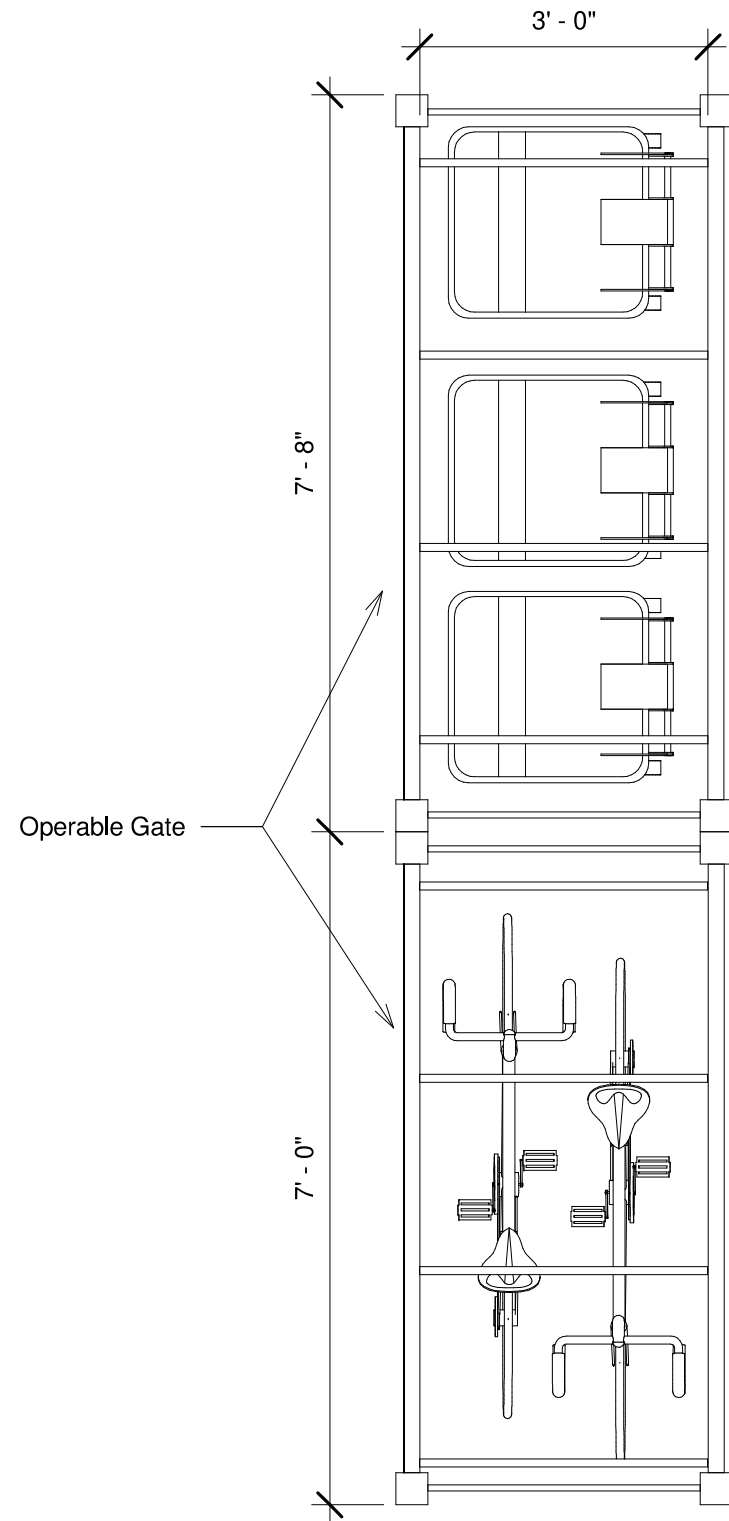


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Diana Martins and James Garbutt
328 Second Street New West

No.	Description	Date

Door Schedule		A126
Project number	1499	
Date	April 20, 2022	
Drawn by	Author	
Checked by	Checker	
Scale 1/8" = 1'-0"		



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Diana Martins and James Garbutt
328 Second Street New West

No.	Description	Date

Bike Storage & Garbage

Project number	1499	A127
Date	April 20, 2022	
Drawn by	Author	
Checked by	Checker	
Scale		1/2" = 1'-0"

**328 SECOND STREET
LANDSCAPE CONCEPT DRAWING**

DESIGN NOTES

STYLE: PLANTINGS TO COMPLIMENT THE EXISTING AND NEW STRUCTURES

LANDSCAPE DRAWING: SEE ATTACHED DOCUMENT FROM PAGE C11 OF THE HRA PACKAGE

EXISTING LANDSCAPING FRONT OF HERITAGE HOUSE

EXISTING TREES AROUND THE PROPERTY TO BE KEPT EXCEPT FOR ONE AT THE REAR OF THE PROPERTY TO BE REMOVED AND REPLACED





TREES AND SHRUBS

JAPANESE MAPLE (RED)

ACCENT FOR FRONT YARD OF THE HERITAGE HOUSE

THE JAPANESE MAPLE IS A SMALL TREE THAT WILL FIT INTO ALMOST ANY YARD. PRIZED FOR THEIR STRIKING LEAVES, THEY PROVIDE VISUAL INTEREST IN FALL AND WINTER THANKS TO THEIR LEAF AND SAMARA COLORS.



ACER CAMESTRE (FIELD MAPLE)

ACCENT TREE BETWEEN THE HERITAGE HOUSE AND THE NEW BUILD

THIS IS A SMALL, LOW-BRANCHED, DENSE, ROUNDED, DECIDUOUS TREE OR LARGE MULTI-STEMMED SHRUB THAT TYPICALLY GROWS IN CULTIVATION TO 25-35' TALL. IT MAY BE PRUNED TO FORM A TALL HEDGE.



EMERALD CEDARS (SMARAGD)

FLANKING THE ENTRANCE TO THE DRIVEWAY ON SECOND STREET

USE TO CREATE A HEDGE OR AS SINGLE TREES THIS FABULOUS LOW-MAINTENANCE, EVERGREEN HEDGING CONIFER. IT CAN ALSO BE PLANTED AS A SPECIMEN CONIFER ON ITS OWN IN BORDERS OR LAWNS.



WINTER GEM BOXWOOD

HEDGING BETWEEN THE DRIVEWAY AND THE HERITAGE HOUSE AND ALONG THE BACK OF THE NEW BUILD

THE SLOW GROWING SHRUB IS IDEAL FOR EDGING AND BORDERS ALONG PATHWAYS OR AROUND FLOWER BEDS. WELL-SUITED FOR TOPIARY AND CONTAINERS. CONSIDERED TO BE THE MOST RESISTANT TO THE BOXWOOD LEAF



PLUM YEWE

TO FLANK STAIRS ON THE ENTRY STAIRS OF THE HERITAGE HOUSE AND ACCENTS IN NEW BUILD GARDEN BEDS

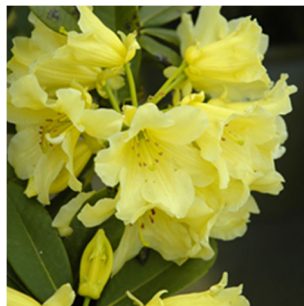
CAN BE USED AS AN ACCENT PLANT, FOUNDATION PLANT, BORDER PLANT, OR IN MASS PLANTINGS. THEIR TOLERANCE FOR SHADE MAKES THEM GOOD AS FILLER BENEATH TREES OR IN AREAS SHADED BY BUILDINGS.



RHODODENDRON (YELLOW)

PART OF BED PLANTING AT REAR DECK OF HERITAGE HOUSE TO BRING OUT THE FASCIA.

QUICKLY BECOMING KNOWN AS ONE OF THE BEST HARDY, YELLOW RHODODENDRONS, BLOOM IN MID-SPRING WITH TRUE YELLOW FLOWERS THAT SPORT A FIERY RED BLOTCH. THE DARK GREEN, MILDEW-RESISTANT FOLIAGE MAKES A WONDERFUL CONTRAST TO THE RADIANT BLOOMS AS WELL AS THE ATTRACTIVE RED BUDS THAT PERSIST THROUGHOUT WINTER.



SPIREA GOLDMOUND

BACK DECK OF HERITAGE HOUSE

A DECIDUOUS SHRUB THAT TYPICALLY GROWS 4-6' TALL WITH A SLIGHTLY LARGER SPREAD. TINY PINK FLOWERS IN FLAT-TOPPED CLUSTERS (CORYMBS) COVER THE FOLIAGE FROM LATE SPRING TO MID-SUMMER, WITH SPARSE AND INTERMITTENT REPEAT BLOOM SOMETIMES OCCURRING. FLOWERS ARE ATTRACTIVE TO BUTTERFLIES.



FLOWERS AND PLANTS

VINCA (PERIWINKLE)

PART OF BORDER FOR DRIVEWAY SIDE AND FRONT LAWN OF THE HERITAGE HOUSE

VERSATILE GROUND COVER FOR SHADY AREAS. GOOD COVER FOR BULBS. EFFECTIVE ON SLOPES OR BANKS TO STABILIZE SOILS AND PREVENT EROSION.



REGULAR ROSE BUSH – COLOUR TBD

FRONT YARD OF HERITAGE HOUSE

SHRUB ROSES ARE NOTABLE FOR THEIR COLD HARDINESS AND VIGOROUS PRODUCTION OF FLOWER CLUSTERS AND INCLUDES VARIETIES THAT RESEMBLE OLD GARDEN ROSES, WITH RECURRENT BLOOMING AND PLEASANT FRAGRANCE.



HOSTA (CHERRY BERRY)

FRONT AND REAR GARDEN OF HERITAGE HOUSE, DRIVEWAY ACCENT AND SHADE GARDEN OF NEW BUILD

CHERRY BERRY' HOSTA HAS LONG THIN LEAVES WITH A DARK GREEN MARGIN MERGING WITH A GOLDEN YELLOW CENTER THAT EVENTUALLY SEASONS TO WHITE IN SUMMER. VIOLET FLOWERS ON EXTREMELY BRIGHT RED SCAPES PRODUCE HEAVILY SOUGHT AFTER RED SEED PODS THAT LAST WELL INTO THE FALL.



HYDRANGEA MACROPHYLLA 'ROBERT'

TO MATCH EXISTING AT THE FRONT OF THE HERITAGE HOUSE FRONT CORNER OF NEW BUILD NEXT TO THE RHODODENDRON BUSH

A DECIDUOUS SHRUB GROWS ABOUT 2 M TALL BY 2.5 M BROAD WITH LARGE HEADS OF PINK OR BLUE FLOWERS IN SUMMER AND AUTUMN.



PATHS AND DRIVEWAY

PERMEABLE HERITAGE ROMAN PAVERS – NEW

ALL WALKWAYS, DRIVEWAYS AND PARKING AREAS

INSPIRATION IMAGE OF PAVERS



FENCING

CEDAR FENCING 6 FEET HIGH

INSPIRATION IMAGE OF FENCE



APPENDIX 6

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT – NO SEPARATE SALE OF SUBDIVIDED PARCELS

APPENDIX 6

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT – NO SEPARATE SALE OF SUBDIVIDED PARCELS

THIS AGREEMENT dated for reference the ____ day of _____, 2022 is

BETWEEN:

JAMES MICHAEL GARBUTT and DIANA SOARES MARTINS-GARBUTT, 328 Second Street, New Westminster, BC, V3L 2K8

(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 PID: 013-420-828; PARCEL “C” (529635E) OF LOT 44 SUBURBAN BLOCK 6 PLAN 2620. (together, the “Lands”);
- B. Pursuant to a Heritage Revitalization Agreement between the City and the Owners, dated for reference April 28, 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. **JAMES MICHAEL GARBUTT** and **DIANE SOARES MARTINS-GARBUTT**

(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

	RS-4 Single Detached Dwelling Districts (Queen's Park) Requirement	Lot with Heritage Building (328 Second Street)	Lot with New Infill House (330 Second Street)
Minimum Site Area	557 square metres (6,000 square feet)	341 square metres (3,674 square feet)	417 square metres (4,488 square feet)
Maximum Floor Space Ratio*	0.51	0.79	--
Lot Frontage	12.4 metres (40.7 feet)	--	4.74 metres (15.57 feet)
Minimum Rear Setback (south)	5.68 metres (18.6 feet)	3.05 metres (10 feet)	--
Minimum Rear Porch Projection (south)	1.21 metres (4 feet)	0.86 metres (2.84 feet)	--
Minimum Off-Street Parking	1 space (heritage) 1 space (new)	0 spaces (1 provided on the new lot)	--

*(With step code 3 = 0.01 increase) – 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 the Zoning Bylaw No. 6680,2001.