



CLAIRE GROUP

Commercial | Investments | Foreclosures



IM (Information Memorandum)

802 & 806 Eighth Street & 809
Eighth Avenue New Westminster, BC

Court Order Sale



At Claire Group, we don't just work with properties, we work with people.

With over 25 years in the industry, we are a versatile team of real estate professionals. We have built lasting relationships with clients, agents, lawyers, and property owners to deliver the best real estate services possible.

Contents

Summary	Section 1
Salient Facts	Section 2
Documentation	Section 3
Zoning	Section 4
City of New Westminster Planning and Development Reports	Appendix 1

This document has been prepared by the Claire Group of Re/Max Real Estate Services for advertising and general information only. Claire Group of Re/Max Real Estate Services does not guarantee, warrant or represent that the information contained in this document is correct. Any interested party should undertake their own inquiries as to the accuracy of the information. Claire Group of Re/Max Real Estate Services excludes unequivocally all inferred or implied terms, conditions and warranties arising out of this document and excludes all liability for loss and damage arising there from.



8TH AVENUE



Section 1

Summary

Claire Group is excited to present investors with a unique redevelopment opportunity for this corner 3 lot parcel situated in a central location of New Westminster.

Developers can continue the rezoning application, which has obtained third reading to construct 18 residential units which includes the retention and on-site relocation of the 1929 Sincock House on its own subdivided parcel, and the construction of three new townhouse buildings.

The new buildings would include nine standard side-by-side townhouse units, and eight units in a stacked townhouse format. The bottom units would be one-level accessible dwellings and the top units would front onto Eighth Avenue, giving the appearance of side-by-side units. The heritage house would be restored and legally protected through a Heritage Designation Bylaw.

An overall combined Floor Space Ratio of 1.08 (0.71 FSR for the heritage house parcel and 1.13 FSR for the townhouse parcel) is proposed for the site.

Prospective buyers are advised to consult with the city of New West to confirm the redevelopment potential.

SALE PROCESS

The "properties" are being sold "AS IS, WERE IS", Subject to court approval.

A single contract of purchase must include the property particulars- not separate contracts for each individual property.

All offers must have attached to it a signed copy of the Seller's Schedule "A" and Team Disclosure form.

Any offer that is accepted by the Lenders must have a minimum Five (5) Percent deposit placed in a trust account, only then will a court date be applied for seeking approval of the accepted offer.

Any competing offer must be unconditional and have a bank draft attached to it for a minimum Five (5) Percent of the offering price made out to the Seller's counsel or our brokerage trust account.

The offer once approved in court may not be assigned to any other party other than the name identified in the court order

The plans are not included in the sale of "the properties", and all due diligence falls solely on the Buyers or offeror to satisfy themselves, The Sellers make no representation whatsoever as to the viability or status of any applications previously or currently made to the City of New Westminster.

Information contained in this Information Memorandum is included for reference only, no responsibility is taken for it's accuracy or validity.

If you have any questions please don't hesitate to contact:

Manjit Claire*

604.263.2823

Manjit.claire@clairegroup.ca

*Personal Real Estate Corp

Kurtis Claire

604.263.2823

kurtis.claire@clairegroup.ca



Salient Facts

Section 2

Salient Facts

Municipal Address

802 & 806 Eighth Street & 809 Eighth Avenue

Location

New Westminster, B.C.

Site Description

Three lots totaling approx. 20,317 Sq.Ft.

Legal Description

802 Eighth St. - Lot 18 of Lot 4 of Lot 13 Suburban Block 12 Plan 2620

806 Eighth St. - Lot 17 of Lot 4 of Lot 13 Suburban Block 12 Plan 2620

809 Eighth Ave. - Lot 19 of Lot 4 of Lot 13 Suburban Block 12 Plan 2620

PID

802 Eighth St. - 008-379-726

806 Eighth St. - 000-993-140

809 Eighth Ave. - 013-484-362

Zoning

NR-2

Assessed Value (2024)

802 Eighth St. - \$1,310,700

806 Eighth St. - \$1,362,000

809 Eighth Ave. - \$1,548,000

Gross Taxes (2023)

802 Eighth St. - \$5,051.63

806 Eighth St. - \$5,273.12

809 Eighth Ave. - \$5,995.89

List Price

Contact Agents



Documentation

SCHEDULE "A" TO PURCHASE CONTRACT

The following terms and conditions replace, modify, and where applicable override, the terms of the contract of purchase and sale to which this Schedule "A" is attached, and any modifications, amendments, additions or addenda thereto (collectively, the "**Contract**"). Where any conflict arises between the terms of this Schedule "A" and the Contract, the terms of this Schedule "A" (the "**Agreement**") will apply.

Notwithstanding anything in the Contract to the contrary:

1. The Buyer (referred to herein as the "**Purchaser**") acknowledges that the Seller (referred to herein as the "**Vendor**") is selling the Property (as defined in the main body of this Contract of Purchase and Sale) pursuant to a Court Order.
2. The Contract is subject to the following:
 - a) court approval;
 - b) the Vendor being restrained or enjoined from completing this sale by a Court of competent jurisdiction or the filing or registration of any document preventing the Vendor from giving good title to the Purchaser; and
 - c) the Vendor being able to complete the sale pursuant to the Court Order.
3. In the event that:
 - a) the court does not approve the sale to the Purchaser or the Vendor determines, in its sole discretion, not to seek court approval for any reason whatsoever; or
 - b) the Vendor is otherwise unable to complete the sale pursuant to the Court Order for any reason,

then the Vendor shall have the right to terminate the Contract and upon the Vendor giving written notice to the Purchaser that it is so doing, the Contract shall be cancelled, without interest or deduction and the Purchaser will receive back any deposit paid as its sole and exclusive remedy. Written notice shall be deemed to be validly given if received by the agent, solicitor or notary for the Purchaser.

4. The Vendor shall not be required to furnish any title documents and shall only be required to provide such deeds, copies thereof, or evidence of title as are in its possession or control.
5. The Purchaser acknowledges and agrees that there are no representations and/or warranties with respect to the Property and/or any personal property therein, including without limitation the fitness, condition (including environmental condition), zoning or lawful use of the Property and agrees to accept the Property and any personal property remaining therein as of the completion date in an "as is where is" condition and subject to any outstanding work orders or notices of infractions as of the date of closing and subject to the existing municipal or other governmental by-laws, restrictions or orders affecting its use, including sub-division agreements and easements.
6. The Purchaser acknowledges and agrees that the Vendor is making no representations and/or warranties whatsoever with respect to the Property and/or any personal property therein. The Purchaser acknowledges and agrees that it has relied entirely upon its own

{03153852;1}

inspection and investigation with respect to quantity, quality and value of the Property and its suitability for any purpose, including occupancy, development, or derivation of revenue.

7. The Purchaser acknowledges and agrees that the fixtures and personal property on the premises are to be taken by the Purchaser at the Purchaser's own risk completely, without representation or warranty of any kind from the Vendor as to the ownership or state of repair of any such fixtures and personal property. Without limitation, separate arrangements will have to be made by the Purchaser with any owner of any personal property in order for the Purchaser to take title to any personal property (notwithstanding any personal property viewed by the Purchaser at the Property on any given date and any terms of the Contract pertaining thereto).
8. The Purchaser further acknowledges and agrees that it is solely responsible for and shall perform its own due diligence on the Property and/or any personal property therein and that any information supplied, provided or to be provided to the Purchaser by the Vendor or its agents or representatives is and was supplied or provided without any representation or warranty, is and was supplied or provided solely for the Purchaser's convenience, and is, was or will be obtained from a variety of sources, and the Vendor has not made any independent investigation or verification of such information, and makes no representations as to the accuracy or completeness of such information, and that the responsibility for verification of any such information shall be wholly the responsibility of the Purchaser.
9. The Purchaser hereby waives any requirement for the Vendor to provide to the Purchaser a site profile for the Property under the Environmental Management Act of the Province of British Columbia and any regulation in respect thereto.
10. The Purchaser waives any right it may have with respect to confirmation and/or acknowledgement of the residency of the Vendor and/or registered or beneficial owner(s) of the Property and expressly agrees, represents and warrants that it will not withhold any portion of the sale proceeds for any reason pertaining to the residency of the Vendor and/or registered or beneficial owner(s) of the Property. In that regard, the Purchaser agrees, represents and warrants that it has performed its own investigation and due diligence with respect to the residency of the Vendor and/or registered or beneficial owner(s) of the Property and, to the extent necessary, has incorporated any associated risks into its purchase price.
11. The Purchaser expressly acknowledges and agrees that the Purchase Price for the Property does not include Goods and Services Tax ("GST") or Provincial Sales Tax ("PST") or any other tax that may be applicable. The Purchaser will be liable for and shall pay all GST, PST and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the Property by the Vendor to the Purchaser. On the completion date for the sale, the Purchaser will provide the Vendor with a certificate signed by the Purchaser or its officer confirming the Purchaser's GST and PST registration numbers together with an undertaking to self-assess and remit any GST or PST payable in respect of the transaction Vendor in this Contract and an indemnity in that regard in a form acceptable to the Vendor, and, in any event, the Purchaser shall pay any GST and PST and property transfer tax payable in respect of the purchase of the Property hereunder, and shall fully comply with the provisions of the federal Excise Tax Act, Provincial Sales Tax Act and Property Transfer Tax Act.

Purchaser shall obtain its own legal, accounting and other professional advice as to GST and PST and any other applicable taxes.

12. The Vendor shall provide the Purchaser with only those keys to the premises that are in its possession.
13. If the Property is occupied, then the Vendor, while still required to deliver vacant possession to the Purchaser, may wait to deliver vacant possession until after the Vendor has obtained and enforced a court order for vacant possession and any ancillary or related proceedings have concluded. The Purchaser acknowledges and agrees that if vacant possession is unavailable on the Possession Date, then the Purchaser must complete the purchase of the Property in any event. In such event, the Purchaser acknowledges and agrees that the Vendor shall not be liable to the Purchaser for any loss, damage or expense, whether in contract, law or by statute, arising out of or related in any way to the Vendor's failure to deliver vacant possession to the Purchaser on the Possession Date or thereafter provided that the Vendor makes reasonable efforts to deliver vacant possession through a writ of possession or such other lawful enforcement means as the Vendor considers advisable in its sole discretion.
14. The Purchaser acknowledges and agrees to provide the net sales proceeds to the Vendor by way of bank draft or certified cheque.
15. This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which together will constitute a single instrument. This Agreement may be signed and/or transmitted by fax or by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and such electronic record will be as valid and effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that the electronic signatures appearing on this Agreement will be treated, for the purposes of validity, enforceability, and admissibility, the same as handwritten signatures.
16. The parties to this Agreement acknowledge and agree that the Vendor will not be responsible for paying any commission to a listing agent or any other realtor or agent if the Property is redeemed by the Vendor, or by the mortgagor of the Property or by any other person, such that the foreclosed mortgage is in good standing prior to closing of this transaction, or if the Vendor is restrained or enjoined from completing this sale by a Court of competent jurisdiction, or if the filing or registration of any document prevents the Vendor from giving good and clear title to the Purchaser, or if the Vendor is otherwise not able to complete the sale pursuant to the Court Order, or if the Vendor sells the Property to a company or other person related to the Vendor, or if the Vendor directly introduces the Purchaser to the Property.

Vendor by Court Order

Purchaser

Per:

Per:

Per:

Per:

TITLE SEARCH PRINT

2024-09-26, 15:07:52

File Reference:

Requestor: Manjit Claire

Declared Value \$1290000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District

Land Title Office

NEW WESTMINSTER

NEW WESTMINSTER

Title Number

From Title Number

CA8062192

BB1341471

Application Received

2020-02-28

Application Entered

2020-03-17

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1208242 B.C. LTD., INC.NO. BC1208242

420 - 1112 WEST PENDER STREET

VANCOUVER, BC

V6E 2S1

Taxation Authority

New Westminister, The Corporation of the City of

Description of Land

Parcel Identifier:

008-379-726

Legal Description:

LOT 18 OF LOT 4 OF LOT 13 SUBURBAN BLOCK 12 PLAN 2620

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8062196

FILED 2020-02-28

Charges, Liens and Interests

Nature:

MORTGAGE

Registration Number:

CA8062194

Registration Date and Time:

2020-02-28 12:47

Registered Owner:

BLUESHORE FINANCIAL CREDIT UNION

INCORPORATION NO. FI 18

Remarks:

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CA8062195

Registration Date and Time:

2020-02-28 12:47

Registered Owner:

BLUESHORE FINANCIAL CREDIT UNION

INCORPORATION NO. FI 18

Remarks:

INTER ALIA

TITLE SEARCH PRINT

2024-09-26, 15:07:52

File Reference:

Requestor: Manjit Claire

Declared Value \$1290000

Nature: MORTGAGE
Registration Number: CA8131377
Registration Date and Time: 2020-04-09 08:45
Registered Owner: 1208939 B.C. LTD.
INCORPORATION NO. BC1208939
Remarks: INTER ALIA
MODIFICATION AND EXTENSION OF CA7845014

Nature: ASSIGNMENT OF RENTS
Registration Number: CA8131378
Registration Date and Time: 2020-04-09 08:45
Registered Owner: 1208939 B.C. LTD.
INCORPORATION NO. BC1208939
Remarks: INTER ALIA
MODIFICATION AND EXTENSION OF CA7845015

Nature: PRIORITY AGREEMENT
Registration Number: CA8132715
Registration Date and Time: 2020-04-09 12:02
Remarks: INTER ALIA
GRANTING CA8062194 PRIORITY OVER CA7845014,
CA7845015, CA8131375, CA8131376, CA8131377 AND
CA8131378

Nature: PRIORITY AGREEMENT
Registration Number: CA8132716
Registration Date and Time: 2020-04-09 12:02
Remarks: INTER ALIA
GRANTING CA8062195 PRIORITY OVER CA7845014,
CA7845015, CA8131375, CA8131376, CA8131377 AND
CA8131378

Nature: COVENANT
Registration Number: CB696505
Registration Date and Time: 2023-06-19 09:32
Registered Owner: THE CORPORATION OF THE CITY OF NEW WESTMINSTER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB696506
Registration Date and Time: 2023-06-19 09:32
Remarks: INTER ALIA
GRANTING CB696505 PRIORITY OVER CA8062194 AND
CA8062195

TITLE SEARCH PRINT

2024-09-26, 15:07:52

File Reference:

Requestor: Manjit Claire

Declared Value \$1290000

Nature:	PRIORITY AGREEMENT
Registration Number:	CB696507
Registration Date and Time:	2023-06-19 09:32
Remarks:	INTER ALIA GRANTING CB696505 PRIORITY OVER CA7845014, CA7845015, CA8131375, CA8131376, CA8131377 AND CA8131378

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1103044
Registration Date and Time:	2024-01-04 14:52
Registered Owner:	BLUESHORE FINANCIAL CREDIT UNION
Remarks:	INTER ALIA

Nature:	CLAIM OF BUILDERS LIEN
Registration Number:	HB5841
Registration Date and Time:	2024-04-19 10:45
Registered Owner:	GHL CONSULTANTS LTD.

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT

2024-09-26, 15:10:04

File Reference:

Requestor: Manjit Claire

Declared Value \$1500000

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Land Title District

Land Title Office

NEW WESTMINSTER

NEW WESTMINSTER

Title Number

From Title Number

CA7844442

CA3441860

Application Received

2019-10-31

Application Entered

2019-11-18

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1208242 B.C. LTD., INC.NO. BC1208242

420 - 1112 WEST PENDER STREET

VANCOUVER, BC

V6E 2S1

Taxation Authority

New Westminster, The Corporation of the City of

Description of Land

Parcel Identifier:

000-993-140

Legal Description:

LOT 17 OF LOT 4 OF LOT 13 SUBURBAN BLOCK 12 PLAN 2620

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA7844443

FILED 2019-10-31

Charges, Liens and Interests

Nature:

MORTGAGE

Registration Number:

CA7845014

Registration Date and Time:

2019-10-31 15:16

Registered Owner:

1208939 B.C. LTD.

INCORPORATION NO. BC1208939

Remarks:

MODIFIED BY CA8131375

MODIFIED AND EXTENDED BY CA8131377

TITLE SEARCH PRINT

2024-09-26, 15:10:04

File Reference:

Requestor: Manjit Claire

Declared Value \$1500000

Nature: ASSIGNMENT OF RENTS
Registration Number: CA7845015
Registration Date and Time: 2019-10-31 15:16
Registered Owner: 1208939 B.C. LTD.
INCORPORATION NO. BC1208939
Remarks: MODIFIED BY CA8131376
MODIFIED AND EXTENDED BY CA8131378

Nature: MORTGAGE
Registration Number: CA8062194
Registration Date and Time: 2020-02-28 12:47
Registered Owner: BLUESHORE FINANCIAL CREDIT UNION
INCORPORATION NO. FI 18
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CA8062195
Registration Date and Time: 2020-02-28 12:47
Registered Owner: BLUESHORE FINANCIAL CREDIT UNION
INCORPORATION NO. FI 18
Remarks: INTER ALIA

Nature: MODIFICATION
Registration Number: CA8131375
Registration Date and Time: 2020-04-09 08:45
Remarks: MODIFICATION OF CA7845014

Nature: MODIFICATION
Registration Number: CA8131376
Registration Date and Time: 2020-04-09 08:45
Remarks: MODIFICATION OF CA7845015

Nature: PRIORITY AGREEMENT
Registration Number: CA8132715
Registration Date and Time: 2020-04-09 12:02
Remarks: INTER ALIA
GRANTING CA8062194 PRIORITY OVER CA7845014,
CA7845015, CA8131375, CA8131376, CA8131377 AND
CA8131378

TITLE SEARCH PRINT

2024-09-26, 15:10:04

File Reference:

Requestor: Manjit Claire

Declared Value \$1500000

Nature: PRIORITY AGREEMENT
 Registration Number: CA8132716
 Registration Date and Time: 2020-04-09 12:02
 Remarks: INTER ALIA
 GRANTING CA8062195 PRIORITY OVER CA7845014,
 CA7845015, CA8131375, CA8131376, CA8131377 AND
 CA8131378

Nature: COVENANT
 Registration Number: CB696505
 Registration Date and Time: 2023-06-19 09:32
 Registered Owner: THE CORPORATION OF THE CITY OF NEW WESTMINSTER
 Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
 Registration Number: CB696506
 Registration Date and Time: 2023-06-19 09:32
 Remarks: INTER ALIA
 GRANTING CB696505 PRIORITY OVER CA8062194 AND
 CA8062195

Nature: PRIORITY AGREEMENT
 Registration Number: CB696507
 Registration Date and Time: 2023-06-19 09:32
 Remarks: INTER ALIA
 GRANTING CB696505 PRIORITY OVER CA7845014,
 CA7845015, CA8131375, CA8131376, CA8131377 AND
 CA8131378

Nature: CERTIFICATE OF PENDING LITIGATION
 Registration Number: CB1103044
 Registration Date and Time: 2024-01-04 14:52
 Registered Owner: BLUESHORE FINANCIAL CREDIT UNION
 Remarks: INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT

2024-09-26, 15:08:53

File Reference:

Requestor: Manjit Claire

Declared Value \$1568000

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Land Title District

Land Title Office

NEW WESTMINSTER

NEW WESTMINSTER

Title Number

From Title Number

CA8062193

CA4536613

Application Received

2020-02-28

Application Entered

2020-03-17

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

1208242 B.C. LTD., INC.NO. BC1208242

420 - 1112 WEST PENDER STREET

VANCOUVER, BC

V6E 2S1

Taxation Authority

New Westminister, The Corporation of the City of

Description of Land

Parcel Identifier:

013-484-362

Legal Description:

LOT 19 OF LOT 4 OF LOT 13 SUBURBAN BLOCK 12 PLAN 2620

Legal Notations

NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA8062197

FILED 2020-02-28

Charges, Liens and Interests

Nature:

MORTGAGE

Registration Number:

CA8062194

Registration Date and Time:

2020-02-28 12:47

Registered Owner:

BLUESHORE FINANCIAL CREDIT UNION

INCORPORATION NO. FI 18

Remarks:

INTER ALIA

Nature:

ASSIGNMENT OF RENTS

Registration Number:

CA8062195

Registration Date and Time:

2020-02-28 12:47

Registered Owner:

BLUESHORE FINANCIAL CREDIT UNION

INCORPORATION NO. FI 18

Remarks:

INTER ALIA

TITLE SEARCH PRINT

2024-09-26, 15:08:53

File Reference:

Requestor: Manjit Claire

Declared Value \$1568000

Nature: MORTGAGE
Registration Number: CA8131377
Registration Date and Time: 2020-04-09 08:45
Registered Owner: 1208939 B.C. LTD.
INCORPORATION NO. BC1208939
Remarks: INTER ALIA
MODIFICATION AND EXTENSION OF CA7845014

Nature: ASSIGNMENT OF RENTS
Registration Number: CA8131378
Registration Date and Time: 2020-04-09 08:45
Registered Owner: 1208939 B.C. LTD.
INCORPORATION NO. BC1208939
Remarks: INTER ALIA
MODIFICATION AND EXTENSION OF CA7845015

Nature: PRIORITY AGREEMENT
Registration Number: CA8132715
Registration Date and Time: 2020-04-09 12:02
Remarks: INTER ALIA
GRANTING CA8062194 PRIORITY OVER CA7845014,
CA7845015, CA8131375, CA8131376, CA8131377 AND
CA8131378

Nature: PRIORITY AGREEMENT
Registration Number: CA8132716
Registration Date and Time: 2020-04-09 12:02
Remarks: INTER ALIA
GRANTING CA8062195 PRIORITY OVER CA7845014,
CA7845015, CA8131375, CA8131376, CA8131377 AND
CA8131378

Nature: COVENANT
Registration Number: CB696505
Registration Date and Time: 2023-06-19 09:32
Registered Owner: THE CORPORATION OF THE CITY OF NEW WESTMINSTER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CB696506
Registration Date and Time: 2023-06-19 09:32
Remarks: INTER ALIA
GRANTING CB696505 PRIORITY OVER CA8062194 AND
CA8062195

TITLE SEARCH PRINT

2024-09-26, 15:08:53

File Reference:

Requestor: Manjit Claire

Declared Value \$1568000

Nature:	PRIORITY AGREEMENT
Registration Number:	CB696507
Registration Date and Time:	2023-06-19 09:32
Remarks:	INTER ALIA GRANTING CB696505 PRIORITY OVER CA7845014, CA7845015, CA8131375, CA8131376, CA8131377 AND CA8131378

Nature:	CERTIFICATE OF PENDING LITIGATION
Registration Number:	CB1103044
Registration Date and Time:	2024-01-04 14:52
Registered Owner:	BLUESHORE FINANCIAL CREDIT UNION
Remarks:	INTER ALIA

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TEAM DISCLOSURE APPENDIX A

Property Address: 802 & 806 Eighth Street & 809 Eighth Avenue, New Westminster BC

In accordance with BC Real Estate Council Rules, Section 5-10 which requires the names of all licensed members of a 'Real Estate Team' be disclosed to Buyers or Sellers. The following REALTORS® are Designated Agents for:

BlueShore Financial Credit Union

(Seller or Buyer)

Team Name: CLAIREGROUP

TEAM MEMBERS

Manjit Claire PREC*	
Kurtis Claire	

X _____
(Seller's Signature)

X _____
(Seller's Signature)

X _____
(Witness to Seller Signature)

DATE: _____

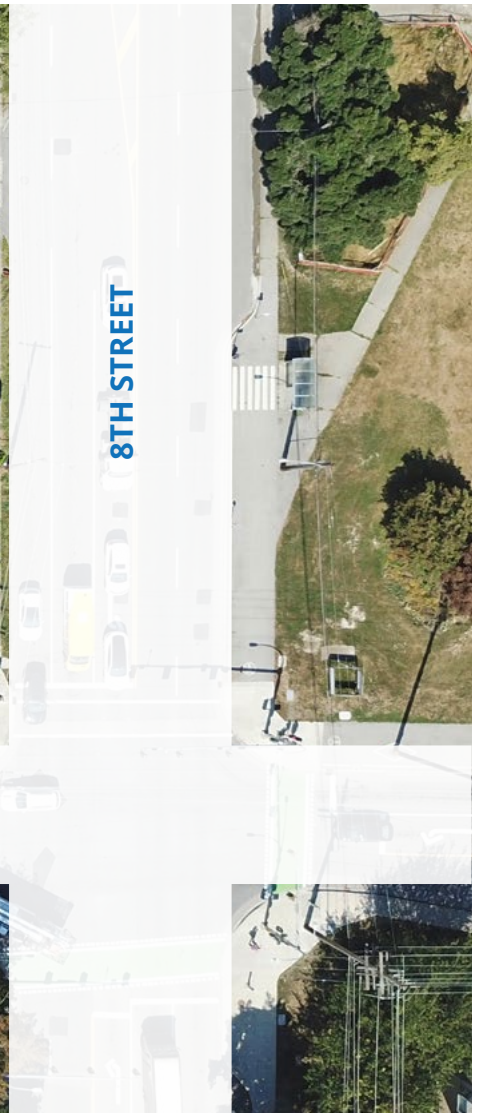
X _____
(Buyer's Signature)

X _____
(Buyer's Signature)

X _____
(Witness to Buyer Signature)

DATE: _____

*Personal Real Estate Corporation.







*rendering provided for illustration purposes; actual building design may vary



Zoning

Bylaws



Neighbourhood Single Detached Residential Districts (NR-2)

321 Neighbourhood Single Detached Residential Districts (NR-2) **BYLAW 7936, 2017**

- 321 .1 The intent of this district is to allow single detached dwellings and secondary suites in the West End, Kelvin and Connaught neighbourhoods.

Single Detached Residential Districts NR-2 Regulations

- 321 .2 Development of sites zoned NR-2 shall comply with the regulations and requirements of the Neighbourhood Single Detached Residential Dwelling District (NR-1), except:

- (a) *Detached accessory dwelling units* shall not be a permitted use.



Neighbourhood Single Detached Residential Districts (NR-1)

320 Neighbourhood Single Detached Residential District (NR-1) BYLAW 7936, 2017

320 .1 The intent of this district is to allow single detached dwellings, secondary suites, and laneway or carriage houses in the West End, Kelvin and Connaught neighbourhoods.

Permitted Uses

320 .2 The following principal and accessory uses are permitted in the NR-1 zoning district. For uses accompanied by a checkmark, there are either Use Specific Regulations in the Conditions of Use within this zoning district or within the General Regulations or Special Conditions Sections of this bylaw. BYLAW 7937, 2017

Permitted Principal Uses	Use Specific Regulations
Accommodation for youth in foster care and transitioning from foster care;	✓
Single detached dwellings;	
Public utilities;	
Women’s transition houses;	

Permitted Accessory Uses	Use Specific Regulations
<i>Uses accessory to any permitted principal uses;</i>	
<i>Detached accessory dwelling units;</i>	
<i>Home based business;</i>	✓
<i>Secondary suites;</i>	
<i>Keeping of not more than four foster children in a dwelling unit or more than eight child care children on a site;</i>	

Definitions

320 .3 Despite definitions elsewhere in the Bylaw, the following shall be defined as noted below for the purposes of this Zoning District:

- 320 .4 **Average basement height above grade** means:
- (a) the average of the distances between the main floor level and existing grade measured at the corners of the principal building; or
 - (b) the weighted average of such distances measured along the entire



Neighbourhood Single Detached Residential Districts (NR-1)

perimeter of the principal building.

- 320 .5 **Basement** means either:
- (a) for buildings approved for construction on or after January 1, 1997, the area of a principal building which is:
 - (i) more than 0.61 metres (2 feet); and
 - (ii) a maximum of 1.22 metres (4 feet)from existing grade to the finished floor level above the area; or
 - (b) for buildings approved for construction before January 1, 1997, the lowest level of a principal building which has any of its height below grade.
- 320 .6 **Cellar** means the area of a principal building which is approved for construction on or after January 1, 1997 and which is a maximum of 0.61 metres (2 feet) from existing grade to the finished floor level above the area.
- 320 .7 **Detached accessory area** means the numerical value determined by measuring the horizontal cross-sectional area of detached accessory buildings and structures on a site including:
- (a) the floor area of all enclosed accessory buildings and structures including but not limited to garages, *detached accessory dwelling units* and sheds; and
 - (b) the site coverage of all unenclosed accessory buildings and structures including but not limited to carports, gazebos and swimming pools, and calculating the total of all such areas.
- 320 .8 **Existing grade** means the undisturbed ground level as indicated on a survey prepared and certified by a British Columbia Land Surveyor provided that localized depressions will not be considered in this determination.
- 320 .9 **Flat roof** means:
- (a) a roof with less than a 4 in 12 pitch;
 - (b) a roof which does not form a peak; or
 - (c) a roof system the main roof of which does not form a peak when viewed from any elevation.
- 320 .10 **Floor area** means the numerical value determined by measuring the horizontal cross-sectional area of all buildings on a site to the outside of the outer walls at each storey and calculating the total of all such areas, excluding:



Neighbourhood Single Detached Residential Districts (NR-1)

- (a) the cellar; and
- (b) any area having a floor to ceiling height of 1.22 metres (4 feet) or less.

320 .11 **Floor space ratio** means the numerical value determined by dividing the floor area on a site by the site area.

320 .12 **Localized depression** means areas for window wells and for entrances for pedestrians which shall not exceed the following:

- (a) an area of 1.49 square metres (16 sq. feet) for pedestrian entrances, excluding stairways;
- (b) an area of 2.79 square metres (30 sq. feet) for pedestrian entrances to a secondary suite, excluding stairways;
- (c) a width of 0.91 metres (3 feet) as measured from the foundation wall to the exposed face of any localized depression; and
- (d) a combined total of 25% of the length of the adjacent foundation wall.

320 .12 .1 **Lower Level Floorplate** includes 100% of the area of porches and verandahs attached solely to the front and side walls of the lower level of the principal building and 50% of the area of porches, verandahs, and sun decks that are attached solely to the rear wall.

BYLAW 8172,
2020

Density – Units

320 .13 One principal dwelling unit is permitted per site.

320 .14 Where an amenity is provided, consisting of building and landscape design features which conform to City of New Westminster “Design Standards and Guidelines for Secondary Suites” attached hereto as Appendix G and forming part of this Bylaw, one additional accessory dwelling unit is permitted in the form of a secondary suite. A provision of this amenity and an increase in the density will only be allowed if all “Requirements for Secondary Suites” set out in Section 190.29 of this Bylaw are complied with in all respects.

320 .15 In addition to the principal dwelling unit and a secondary suite, one *detached accessory dwelling unit* is permitted.

Density – Principal Building Area for Buildings Constructed in 1997 or Later

320 .16 Principal buildings approved for construction on or after January 1, 1997 shall not exceed a floor space ratio of 0.5 provided that the floor space ratio of all



Neighbourhood Single Detached Residential Districts (NR-1)

floors above a basement, cellar or slab level shall not exceed a floor space ratio of 0.4.

- 320 .16 .1 The maximum floor space ratio of all floors above a basement, cellar or slab level on a parcel may be increased by:
- (a) 0.01 if the building meets Step 3 of the Energy Step Code;
 - (b) 0.03 if the building meets Step 4 of the Energy Step Code; or
 - (c) 0.05 if the building meets Step 5 of the Energy Step Code, or is a Passive House

(BYLAW 7953, 2018)

Density – Principal Building Area for Buildings Constructed Prior to 1997

- 320 .17 Principal buildings approved for construction before January 1, 1997 shall not exceed a floor space ratio of 0.4 above a basement, slab or crawl space level.
- 320 .18 The total floor space ratio on a site shall not exceed that indicated in the table below:

Average Basement Height Above Grade		Maximum Total Floor Space Ratio
From	Less Than	
-	0.61 metres (2 feet)	0.75 Floor Area Ratio
0.61 metres (2 feet)	0.91 metres (3 feet)	0.65 Floor Area Ratio
0.91 metres (3 feet)	1.22 metres (4 feet)	0.60 Floor Area Ratio
1.22 metres (4 feet)	1.83 metres (6 feet)	0.50 Floor Area Ratio

- 320 .19 For any site with an average basement height above grade of more than 1.83 metres (6 feet) but less than 2.13 metres (7 feet), the total permitted floor space ratio shall not exceed the amount determined by the following calculation:

$$\text{Maximum FSR} = 0.4 + 0.1 (2.13 \text{ Metres} - \text{Average Basement Height Above Grade in Metres})$$

- 320 .20 For any site with an average basement height above grade of more than 2.13 metres (7 feet), the total permitted floor space ratio shall not exceed 0.40.

Site Area and Frontage

- 320 .21 A site shall be not less than 557.40 square metres (6,000 square feet) in area and shall have a frontage of not less than ten percent (10%) of its perimeter.

Principal Building Envelope

- 320 .22 All *principal buildings* and *structures* shall be sized and sited according to the

(B/L 7953, 2018; 7924, 2018)



Neighbourhood Single Detached Residential Districts (NR-1)

following:

Regulation	Requirement
Minimum Front Yard	5.79 metres (19 feet), twenty percent (20%) of the depth of the site, or the average depth of the front setback of existing principal buildings on sites on either side of the site, whichever is less.
Minimum Rear Setback	7.62 metres (25 feet) or twenty percent (20%) of the depth of the site, whichever is less.
Minimum Side Setback	1.22 metres (4 ft.)
Minimum Combined Side Setbacks	Twenty five percent (25%) of the frontage of the site.
Maximum Building Height	7.62 metres (25 feet), or 8.84 metres (29 feet) for a principal building that meets Step 5 of the Energy Step Code, or is a Passive House. 6.09 metres (20 feet) for Flat or Mansard Roofs.
Maximum Peak Height	10.67 metres (35 ft.) from height datum.
Maximum Site Coverage	A principal building shall not cover more than thirty five percent (35%) of the <i>site</i> area.
Maximum Upper Level Floor Plate	If the <i>building</i> has two habitable levels above grade, then the upper habitable level floor area is limited to eighty percent (80%) of the lower level or floorplate.

(BYLAW 8172, 2020)

320 .23 No portion of a basement, cellar or crawl space shall extend beyond the perimeter of the floor above it.

Projections

320 .24 Projections are permitted in accordance with the relevant provisions of the ‘Projections into Yards’ portion of the General Regulations section of this Bylaw, except that projections for *detached accessory dwelling units* shall be permitted in accordance with the Laneway and Carriage House Design Guidelines within the City of New Westminster Official Community Plan.



Neighbourhood Single Detached Residential Districts (NR-1)

Attached Accessory Structures

320 .25 The combined area of all attached accessory structures shall not exceed ten percent (10%) of the site area.

Detached Accessory Buildings Size

320 .26 The maximum permitted *detached accessory area* is ten percent (10%) of the site area.

320 .27 The following are permitted in addition to the maximum *detached accessory area* otherwise permitted, provided they are attached to a *detached accessory dwelling unit*: (BYLAW 8067, 2019; 8172, 2020)

- (a) up to 21 square metres (226 square feet) for a carport, and
- (b) up to 3.0 square metres (32 square feet) for a front entry landing, and
- (c) up to 7.0 square metres (75.3 square feet) for an uncovered, upper-level deck, and
- (d) up to 3.0 square metres (32 square feet) for externally accessed bicycle parking, with a floor to ceiling height of 1.83 metres (6 feet) or less.

320 .28 The maximum permitted *detached accessory area* may be increased by up to 5% of the site area provided that there is a corresponding decrease in floor area of the principal building above any basement, cellar or slab level and the additional floor area is within a detached accessory dwelling unit.

320 .28 .1 The *maximum detached accessory area* may be increased by: (BYLAW 7953, 2018)

- (a) 0.01 if the building meets Step 3 of the Energy Step Code;
- (b) 0.03 if the building meets Step 4 of the Energy Step Code;
- (c) 0.05 if the building meets Step 5 of the Energy Step Code, or is a Passive House.

Detached Accessory Dwelling Unit Regulations

320 .29 An accessory building which includes a *detached accessory dwelling unit*:

- (a) shall not exceed a *detached accessory area* of 89 square metres (958 square feet) in area and any increases in area permitted in section 320.28.1; (BYLAW 8172, 2020)
- (b) shall not exceed a height of 7 metres (22.97 feet) as measured from the base height plane, as established by the Laneway and Carriage House Design Guidelines within the City of New Westminster Official Community Plan, to the highest point of the building;
- (c) shall not have any portions of the structure used for parking a vehicle (BYLAW 8067, 2019; 8172, 2020)



Neighbourhood Single Detached Residential Districts (NR-1)

located closer to a lane than 22 feet (6.71 metres), less the width of such lane;

- (d) shall not be located, nor have access taken from a point closer than 4.57 metres (15 feet) from the corner of the site at an intersection of two streets, the intersection of two lanes or at an intersection of a street and lane; and
- (e) shall not include more than 21 square metres (226 square feet) for an enclosed garage within the detached accessory dwelling unit, except for an accessible dwelling unit, provided in accordance with the Laneway and Carriage House Design Guidelines within the City of New Westminster Official Community Plan, where not more than 27.9 square metres (300 square feet) for an enclosed garage shall be permitted. This area should be measured from the interior of the garage walls.

(BYLAW 8067, 2019; 8287, 2021)

320 .30

A detached accessory dwelling unit is not permitted where full or partial dedication is needed from a site for a lane for the purposes of providing alternate vehicular access from a city collector, arterial or major road network as identified in the New Westminster Master Transportation Plan unless:

- (a) a dedication of land or a Statutory Right-of-Way to the City for the purpose of providing a public access lane of a width not less than 6.0 metres (19.69 feet) is provided; and
- (b) an on-site vehicle turnaround is provided in accordance with the Laneway and Carriage House Design Guidelines within the City of New Westminster Official Community Plan, so that no reversing of vehicles onto the city collector, arterial or major road is required to access the road.

(BYLAW 8067, 2019; 8172, 2020)

For clarity, these requirements shall include lots with frontage on a city collector, arterial or major road network, as well as lots which abut the lane, or would abut a future lane, providing alternate access from the city collector, arterial or major road network after dedication or right-of-ways have been provided.

Detached Accessory Building without Detached Accessory Dwelling Unit Regulations

320 .31

Detached accessory buildings that do not contain a *detached accessory dwelling unit*:

- (a) shall not exceed one storey, and:
 - (i) in the case of a peaked roof, no portion of the roof shall exceed a



Neighbourhood Single Detached Residential Districts (NR-1)

height of 4.57 metres(15 feet), or

(ii) in the case of a roof having a pitch of 4:12 or less, no portion of the roof shall exceed a height of 3.6 metres (12 feet);

- (b) shall not be located in the required front yard;
- (c) shall not be located less than twice the width of the minimum side setback from the window of a habitable room on an adjoining site unless such window is entirely above the roof line of the accessory building;
- (d) if the detached structure is a garage or carport, it shall not be located closer to a lane than 6.71 metres (22 feet), less the width of such lane;
- (e) if the detached structure is a swimming pool or swimming pool enclosure, shall not be less than 1.52 metres (5 feet) from side and rear site lines;
- (f) shall not be less than 4.57 metres (15 feet) from the corner of the site at an intersection of a street and lane;
- (g) shall not be less than 1.52 metres (5 feet) from any rear or side site line bounded by a street;
- (h) shall not have dormers; and
- (i) shall contain no plumbing fixtures other than one toilet and one sink.

Off-Street Parking and Loading Requirements

- | | | | |
|-----|-----|---|-----------------------|
| 320 | .32 | <i>Off-Street parking</i> shall be provided in accordance with the provisions of the Off-Street Parking Regulations section of this Bylaw. | BYLAW 8184,
2020 |
| 320 | .33 | Despite provisions elsewhere in this bylaw, on sites with a <i>detached accessory dwelling unit</i> : <ul style="list-style-type: none"> (a) parking spaces may be provided adjacent to windows used for residential purposes; and (b) parking spaces may be laid out such that a vehicle is required to reverse for more than 10.06 metres (33 feet) to access a highway, unless an on-site vehicle turnaround is required by this district. | |
| 320 | .34 | Bicycle Parking is not required to be provided; | (BYLAW 8067,
2019) |



Appendix 1

City of New Westminster Planning
and Development Reports

Please click the link below to view:

<https://www.beheardnewwest.ca/802-eighth>



RE/MAX Real Estate Services

#110 - 3540 West 41st Ave.

Vancouver, BC, V6N 3E6

Each office independently

owned & operated

clairegroup.ca