

CITY OF SURREY

BYLAW NO. 18729

A bylaw to enter into a heritage revitalization agreement
.....

WHEREAS:

- A. The Council may by bylaw pursuant to Part 15 of the *Local Government Act*, R.S.B.C. 2015, c.1, as may be amended from time to time, enter into a heritage revitalization agreement with the owner of heritage property;

- B. The Council considers that certain lands, premises and improvements have *heritage value* and *heritage character* and ought to be conserved, which are situate within the City and described as:

Parcel Identifier: 030-686-881
Lot 1 Section 14 Block 5 North Range 2 West NWD Plan EPP77875

(13756 – 112 Avenue)

(the "Lands");

- C. The owner of the Lands and the City of Surrey have agreed on the nature, character and extent of the *heritage value* and *heritage character* of the Lands and on the nature, extent and form of conservation necessary to protect the *heritage value* and *heritage character* of the Lands;

NOW THEREFORE, the City Council of the City of Surrey, enacts as follows:

- 1. The City is authorized hereby to enter into that certain Heritage Revitalization Agreement appended to this Bylaw as Schedule "I" (the "Heritage Revitalization Agreement") in respect of the Lands.

- 2. The Mayor and the City Clerk are authorized on behalf of the Council to sign the Heritage Revitalization Agreement and to register a notice on the title of the Lands.

3. Schedule "I" forms a part of this Bylaw.
4. This Bylaw may be cited for all purposes as "Surrey Heritage Revitalization Agreement Bylaw, 2016, No. 18729"

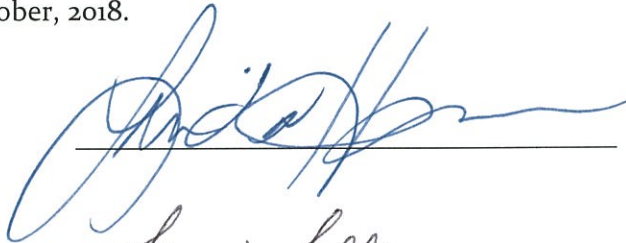
PASSED FIRST READING on the 2nd day of May, 2016.

PASSED SECOND READING on the 2nd day of May, 2016.

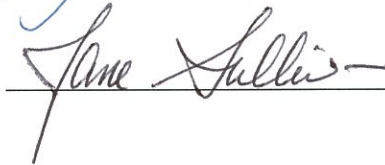
PUBLIC HEARING HELD thereon on the 16th day of May, 2016.

PASSED THIRD READING, as amended on the 1st day of October, 2018.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 1st day of October, 2018.



MAYOR



CLERK

SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement By-law, 20¹⁶, No. 18729]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the 02 day of October, 2018

BETWEEN:

1062054 BC LTD., INC.NO. BC1062054
14479 75A Avenue
Surrey, British Columbia V3S 3T5

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,
and having offices at 13450 104 Avenue
Surrey, British Columbia V3T 1V8

(the "City")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner in fee simple of the following lands and premises situate in the City of Surrey, British Columbia and described as:

Parcel Identifier: 004-190-882
Lot 81 Section 14 Block 5 North Range 2 West New Westminster District Plan 50717
13756 112 Avenue

(the "Lands");

- B. The Owner and the City consider that the Lands, including the improvements and features on the Lands, have *heritage value* and *heritage character*;
- C. The Owner and the City desire to conserve the *heritage value* and *heritage character* of the Lands;
- D. For the purpose of conservation of the *heritage value* and *heritage character* of the Lands, the Owner and the City have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the *heritage value* and *heritage character* of the Lands;
- E. The Owner has agreed to the terms for compensating the City for the loss in *heritage value* in accordance with Section 2(f) of this Agreement in the event the

heritage improvements or features on the Lands are moved or destroyed other than through natural causes;

- F. The improvements or features on the Lands which have *heritage value* and *heritage character* which both the Owner and City desire to conserve have been described by text, photographs, plans and drawings attached to this Agreement as Appendix "A" (the "Conservation Plan") and Appendix "B" (the "Donald Luxton and Associates Inc. Plan");
- G. The improvements or features identified in the Conservation Plan as the Nikaniuk House (the "House") is listed on the Surrey Heritage Register and the Owner and the City consider that the House has *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the House; and

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises of the parties hereto and for other good and valuable consideration (the receipt and sufficiency of whereof is hereby by the parties acknowledged) the Owner and the City covenant and agree with one another pursuant to Section 610 of the Local Government Act, R.S.B.C. 2015, Chapter 1, as amended, re-enacted or consolidated from time to time and any successor statute (the "Local Government Act"), as follows:

Conservation Plan

- 1. (a) The Conservation Plan and the Donald Luxton and Associates Inc. Plan form part of this Agreement. To the extent that the text, photographs, plans and drawings constituting the Conservation Plan or Donald Luxton and Associates Inc. Plan require interpretation, the City shall be, in the first instance, the interpreter of the Conservation Plan and Donald Luxton and Associates Inc. Plan and shall determine the matter. If the Owner is dissatisfied with the City's interpretation, then Section 15 of this Agreement shall apply.
- (b) Part I of the Conservation Plan identifies, details and describes the character, extent and nature of the improvements and features on the Lands that have *heritage value* and *heritage character*. Part II of the Conservation Plan sets out the maintenance strategy, general standards and exemptions for the *conservation* and maintenance of all improvements and features on the Lands that have *heritage value* and *heritage character*. Part III of the Conservation Plan sets out the standards and specifications for restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Agreement, including, but not limited to: structure and foundations; roofing; trimwork; front porch; windows and doors; chimney, and finishes.

Owner's Obligations to Protect, Conserve, Maintain and Rebuild

- 2. The Owner covenants and agrees that:
 - (a) No improvements on the Lands identified in the Conservation Plan as having *heritage value* or *heritage character* shall be *altered*, including

alterations required or authorized by this Agreement, except as agreed to in writing by the City.

- (b) Each action of restoration, rehabilitation, replication, repair, replacement or maintenance required by Parts I, II, and III of the Conservation Plan and the Donald Luxton and Associates Inc. Plan shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out the Conservation Plan.
- (c) All improvements identified in the Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the Conservation Plan and the Donald Luxton and Associates Inc. Plan.
- (d) In the event the House is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the House to its original condition. The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to restore the damaged portion or portions of the House. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration of the House shall reflect the character-defining elements and design components including, but not limited to: location on 112 Avenue in the Port Mann neighbourhood of Surrey; wood-frame construction; residential form, scale and massing as expressed by its one-storey height with full basement; vernacular farmhouse architecture featuring a clipped side-gabled roof and projecting clipped front-gabled entryway; variety of original wooden sash and frame window assemblies, including tripartite units on the front façade featuring an arched central fixed light flanked by narrow double-hung windows with arched upper sashes with leaded glass, and arched light casement assemblies at the foundation level; original wooden front door with arched central light with leaded glass; and central, internal red brick chimney, all as subject to approval by the City Architect or designate.
- (e) In the event the House is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the House. The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to create a replica of the House. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The construction of the replica of the House shall reflect the character-defining elements and design components as described in Section 2(d), all as subject to approval by the City Architect or designate.

- (f) In the event that the House is destroyed, in addition to the construction of a replica described in 2(e), the Owner covenants and agrees to compensate the City for the loss in *heritage value* to the community in the amount of \$59,052.49 indexed to the Vancouver Consumer Price Index (CPI) with 2018 being the base year, except that if the House is destroyed through natural causes, including but not limited to, flood, earthquake and accidental fire as determined by the City in its sole discretion, and a replica is constructed by the Owner that is acceptable to the Heritage Advisory Commission or any successor decision making body in its sole discretion, then payment of compensation by the Owner to the City is not required.
- (g) Should the House become vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the House and Lands including, but not limited to, on-site security, monitored security alarm system, perimeter fencing and lighting, and boarding of windows and doors. The Owner of the Lands must provide to the City in writing a 24-hour emergency contact number and confirm the security measures are in place. If the Owner fails to secure the House, the City may and is authorized to enter onto the Lands to undertake the necessary works to secure the House, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands and to conduct inspections to determine that the security measures continue to be in place.
- (h) Should the House become vacant and unoccupied during construction or other redevelopment of the Lands, the Owner agrees to post a sign that reads as follows:

PROTECTED HERITAGE SITE

No Vandalism or Removal of Materials

(Maximum individual penalty: \$50,000 and 2 years Imprisonment)

If the Owner fails to post the required sign, the City may and is authorized to post the sign, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands.

- (i) Once the House is occupied, there must be appropriate security measures in place to maintain the integrity and security of the House and Lands. Should the House become vacant and unoccupied for a period of 30 days or more, the requirements in 2(g) apply, including the right of the City to enter onto the Lands to carry out the necessary works at the expense of the Owner and confirm that security measures are in place, unless otherwise agreed to in writing by the City. The Owner of the Lands must also provide to the City in writing a 24-hour emergency contact number.
- (j) The Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions, as are necessary to ensure that the restrictions and requirements set out in Parts II and III of the Conservation Plan and in the Donald Luxton and Associates Inc. Plan are fully observed, and the Owner shall not do, cause or allow to be done anything that would be in breach of the restrictions and requirements of this Agreement.

- (k) Where required by the City in a heritage alteration permit, the Owner shall provide security to the City to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan and the Donald Luxton and Associates Inc. Plan.
- (l) The Owner may apply to the City for funding including, but not limited to, monies for exemption from taxes, or any provision for assistance as specified in Section 25 of the Community Charter, S.B.C. 2003, c.26 (the "Community Charter").

Construction and Maintenance

- 4. Wherever under this Agreement the Owner relocates, restores, rehabilitates, replicates, repairs, replaces, maintains or in any way alters improvements on, or features of the Lands identified in the Conservation Plan as having *heritage value* and *heritage character* or constructs or maintains other works to protect or conserve such improvements or features, all such work shall be done at the Owner's sole expense strictly in accordance with the Conservation Plan and the Donald Luxton and Associates Inc. Plan and as agreed by the City in writing and all improvements or features shall be diligently and continuously maintained in good repair and efficient operating condition by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage and conservation practice.

No Liability to City

- 5. 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 may be suffered or sustained by the Owner or by any other person who may be on the Lands; or
 - (b) any loss or damage of any nature whatsoever, howsoever caused to the Lands 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 of this Agreement, wrongful or negligent failure or omission to comply with its restrictions and requirements, or refusal, omission or failure of the City to enforce or require compliance by the Owner with the restrictions or requirements or with any other term, condition or provision of this Agreement.

Reasonable Care and Risk

6. The Owner shall at all times, in complying with the restrictions or requirements of this Agreement, take reasonable care not to injure any person or cause or allow damage to any property, and shall take reasonable care not to cause, suffer, permit or allow any condition to exist that might reasonably lead to, cause or result in injury to any person or property including persons and property on adjacent lands. It shall be the sole responsibility of the Owner to comply and maintain compliance with the restrictions and requirements in a safe manner, and without reasonably foreseeable risk to person or property. Compliance with the restrictions and requirements in this Agreement shall be at the sole and exclusive risk and cost of the Owner.

Modification

7. If, in fulfilling its responsibilities and obligations pursuant to this Agreement, the Owner perceives or becomes aware of any unreasonable risk of injury to persons or damage to property or other potential loss that cannot be reasonably avoided, alleviated, reduced or eliminated except by measures that would be a breach of the restrictions, requirements of this Agreement, the Owner shall notify the City in writing of the nature and extent of the risk and of the measures proposed by the Owner to be undertaken at its sole cost to reduce, alleviate, avoid or eliminate the risk. Risk shall remain with the Owner.

Indemnity

8. The Owner shall at all times indemnify and save harmless the City and its elected and appointed officials, employees, contractors and agents of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever by whomsoever brought for which the City shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements of this Agreement, or breach or nonperformance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of this Agreement, or by reason of any work or action of the Owner in performance of its obligations, or by reason of any wrongful act or omission, default or negligence of the Owner.

Alternative Remedies

9. Any performance by the City pursuant to a statutory right to perform the obligations of an Owner arising out of this Agreement may be exercised fully in accordance with the Local Government Act and the Community Charter, and shall be without prejudice to any and all other remedies at law and equity available to the City, and no reference in this Agreement to, or exercise of any specific right or remedy by the City, shall preclude the City from exercising any other right or remedy.

Damages

10. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully restore, rehabilitate, replace, repair or maintain the building, structure, improvements on or features of the Lands having *heritage value* and *heritage character* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any relocation, restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the City by reference to the Conservation Plan and the Donald Luxton and Associates Inc. Plan, and Sections 2 and 4 of this Agreement.

No Waiver

11. No restrictions, requirements or other provisions in this Agreement shall be deemed to have been waived by the City unless a written waiver authorized by resolution of the Council and 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 to defeat or affect the rights of remedies to the City.

Statutory Authority and Proprietary Rights

12. 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 and no permissive by-law enacted by the City, or permit, license or *approval*, granted, made or issued hereunder, or pursuant to statute, by the City shall stop, limit or impair the City from relying upon and enforcing this Agreement.

Compliance with Laws

13. Despite any provision of this Agreement, the Owner shall comply with all laws, including by-laws of the City and all regulations and orders of any authority having jurisdiction, and to the extent only that such laws, regulations and orders are mandatory and necessarily require the breach of any restriction or positive obligation of this Agreement to be observed or performed by the Owner, or less than strict compliance with the terms hereof, then the Owner upon sixty (60) days' written notice to the City shall be excused from complying with such restrictions or performing such obligation and such restriction or obligation shall be suspended but only to the extent and for the time that such mandatory law, regulation or order is inconsistent with compliance with the said restrictions or obligations.

Notice

14. Any notice to be given under this Agreement shall be in writing and may be either delivered personally or sent by prepaid registered mail and if so mailed shall be deemed to have been given five (5) days following the date upon which it was mailed. The address of the parties for the purpose of notice shall be as follows:

If to the City:

Attention: City Clerk
CITY OF SURREY
13450 104 Avenue
Surrey, British Columbia V3T 1V8

If to the Owner:

1062054 BC LTD., INC.NO. BC1062054
14479 75A Avenue
Surrey, British Columbia V3S 3T5

Any party may at any time give notice in writing to the other of any change of address and after the third day of giving of the notice, the address specified in the notice shall be the address of the party for the giving of notices.

If title to the Lands is transferred to a new Owner, the new Owner shall provide notice in writing to the City within 15 days of such a transfer providing the name of the new Owner, the contact for notice if it is different than the Owner and the new Address to which notices are to be sent.

Arbitration

15. The Owner, if dissatisfied with the City's interpretation of the Conservation Plan and the Donald Luxton and Associates Inc. Plan and any determination pursuant to Section 1(a) of this Agreement may require that the matter be decided and determined by binding arbitration as follows:
- (a) The Owner must, within thirty (30) days of any exercise of discretion by the City, give notice to the City of its intention to dispute and in such notice shall name a member in good standing of the Architectural Institute of British Columbia who has agreed to act as an arbitrator;
 - (b) The City shall within thirty (30) days of receipt of the aforesaid notice either accept the Owner's arbitrator, or name another with the same qualifications willing to act, and shall give notice of the same to the Owner;
 - (c) Where each of the Owner and the City have named an arbitrator, the two arbitrators shall within thirty (30) days of the City's notice pursuant to Section 15(b) appoint a third arbitrator having the same qualifications and the three arbitrators shall decide the dispute;
 - (d) Where the City accepts the arbitrator first selected by the Owner, that arbitrator shall act as a single arbitrator and forthwith decide the dispute;

- (e) Any arbitrator's decision in respect of the exercise of discretion by the City shall be final, conclusive and binding on all parties;
 - (f) The arbitrator shall award the prevailing party full compensation for all costs and expenses of the arbitrator, costs and fees of the proceedings and solicitor-client costs and expenses; and
 - (g) The arbitrator shall issue a final decision regarding the dispute within twenty-five (25) business days after the arbitrator's appointment, subject to extension of that time by agreement of the parties.
16. Without limiting the City's power of inspection conferred by statute and in addition to that power, the City shall be entitled at all reasonable times and with reasonable notice to enter onto the Lands from time to time 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, and wherever possible, when an inspection of the Lands is undertaken, the City shall provide reasonable notice to the Owner.

Headings

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

Schedules

18. All schedules to this Agreement are incorporated into and form part of this Agreement.

Number and Gender

19. 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.

Interpretation

20. Terms used in this Agreement that are italicized are defined in the Local Government Act, and the Heritage Conservation Act, R.S.B.C. 1996, Chapter 187, as amended, re-enacted or consolidated from time to time and any successor statute, and shall take their meaning from those Acts.

Successors Bound

21. All restrictions, rights and liabilities imposed upon or given to the respective parties under this Agreement shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns. When the Owner is more than one party they shall be bound jointly and severally by the terms, covenants and agreements on the part of the Owner.

Notice to be Filed

22. Notice of this Agreement and amendments to it will be filed in the Land Title

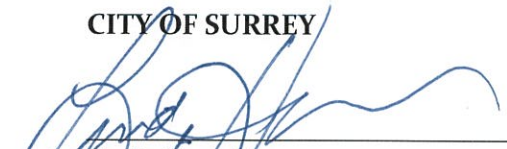
Office and once filed, this Agreement and amendments will be binding on all persons who acquire an interest in the Lands.


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

1062054 BC LTD., INC.NO. BC1062054

Per: 
Authorized Signatory

CITY OF SURREY


Linda Hepner
Mayor


Jane Sullivan
City Clerk

Appendix "A"

CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Description of the Historic Place

The Nikaniuk House is located at 13756-112 Avenue in the Port Mann neighbourhood of Surrey. The vernacular farmhouse features a clipped side-gabled roof, projecting front entryway, and original wooden window assemblies. The site features mountain views to the north.

2. Heritage Value of the Historic Place

Constructed in 1941, the Nikaniuk House is valued for its connection to the wartime development of the Port Mann neighbourhood of Surrey and its association with original owners Steve and Barbara Nikaniuk, who constructed the farmhouse and adjacent farm to raise and support their family of seven.

The New Westminster Southern Railway established a stop in what was originally known as Bon Accord in 1891; the community name was changed to Port Mann in 1911, when Sir Donald Mann and Sir William MacKenzie chose the area as the western terminus of the Canadian Northern Railway. The expected terminus fuelled a speculative real estate boom in Port Mann that resulted in an ambitious vision for its future, replete with a radial, European style street grid. These magnificent development plans for Port Mann failed to materialize after the Canadian Northern Railway eventually decided to terminate in Vancouver, although railyards and warehouses were still built in the area. Modest growth of the neighbourhood occurred after the First World War and through the 1920s and 1930s, when many returning servicemen were demobilized on the West Coast. Due to housing shortages in established communities, many people moved to the Fraser Valley, where land was inexpensive. Port Mann was among the most desirable areas due to its easy access to downtown Vancouver and New Westminster, its fertile land, and its attractive views. The appeal of the Nikaniuk property in particular was bolstered by its view of the mountains to the north.

Steve and Barbara Nikaniuk immigrated to Canada in 1930 from their native Ukraine. Settling first in Alberta, the Nikaniuks travelled west in 1939, arriving in the Port Mann area in 1940. Though a farmer by trade, Steve Nikaniuk first supported his family in their new city by working in the local logging camps, enabling his purchase of this property. The site was large and fertile enough to support fruit harvesting and other farming endeavours, integral to the livelihood of families during the 1930s and 1940s. The House features a simple, vernacular design, but also refined elements, such as tripartite window assemblies on its front façade, with leaded glass in the upper sashes, as well as its original front door with leaded glass central light. Steve Nikaniuk passed away in 1987 and Barbara remained there until her death in 1997. The house remains as a tangible representation of the type of self-sustaining homesteads constructed in Surrey during years of recession and war, as well as the Nikaniuk family's contribution to the Port Mann neighbourhood.

3. Character Defining Elements

Key elements that define the heritage character of the Nikaniuk House include its:

- Location on 112 Avenue in the Port Mann neighbourhood of Surrey:

- Wood-frame construction;
- Residential form, scale and massing, as expressed by its one-storey height with full basement;
- Vernacular farmhouse architecture featuring a clipped side-gabled roof and projecting clipped front-gabled entryway;
- Variety of original wooden sash and frame window assemblies, including tripartite units on the front façade featuring an arched central fixed light flanked by narrow double-hung windows with arched upper sashes with leaded glass, and arched light casement assemblies at the foundation level;
- Original wooden front door with arched central light with leaded glass; and
- Central internal red brick chimney.

PART II – MAINTENANCE STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

The restoration of the House, including works that are consistent with Part III – Restoration Standards and Specifications, must commence within 60 days following the adoption of a by-law to enter into this Agreement.

B. Maintenance Strategy

The strategy to ensure ongoing conservation of the House shall consist of a Maintenance Plan and a Funding Strategy.

The Maintenance Plan shall be prepared with input from a conservation architect or qualified heritage consultant that is acceptable to the City. Issues to be addressed in the Maintenance Plan include water penetration and damage from sun, wind, weather and animals. Maintenance includes, but is not limited to, painting or staining, sealing, weather-stripping and the like.

The Funding Strategy shall include, but is not limited to, whether or not the Owner intends to absorb all the costs, undertake fundraising or seek government financial incentives, including those available from the City.

The Owner shall submit a Maintenance Plan and Funding Strategy for review and approval by the General Manager, Planning and Development and the Heritage Advisory Commission within one (1) year of the adoption of a by-law to enter into this Agreement.

The Maintenance Plan and Funding Strategy for the House shall include, but is not limited to, the following:

- (a) A description and a time schedule for the renovations, repair, and replacement of the exterior elements, *landscaping* or other identified works on the Lands that constitute the character-defining elements and as identified in Part III – Renovation Standards and Specifications;
- (b) A description and time schedule for the ongoing maintenance of the elements, *landscaping* or other identified works on the Lands and other

relevant details. Maintenance includes: painting, staining and sealing of the exterior cladding and trims, weather stripping, re-roofing, replacement of windows, doors and exterior cladding or trims to match the existing materials;

- (c) Ongoing maintenance of *landscaping*;
- (d) A colour scheme for the exterior of the House;
- (e) A description of any matters noted in Part III – Renovation Standards and Specifications or in the plans attached to this Agreement as requiring further details; and
- (f) A financial plan detailing the funding for the renovation and maintenance outlined above, including corporate sponsorships, annual budgets by the Owner or tenant, applications for government grants, strata fees, and other relevant details.

C. Amending an Established Maintenance Strategy

An Owner may apply to the City to amend an existing Maintenance Plan and Funding Strategy. Any amendment is subject to approval by the General Manager, Planning and Development and, if deemed necessary by the General Manager, Planning and Development, the Heritage Advisory Commission.

2. Standards

The "Standards and Guidelines for the Conservation of Historic Places in Canada", established under the Historic Places Program or successor guidelines as may be approved by the City are to apply to all construction, maintenance, restoration or renovation works undertaken under Parts II or III on the House.

3. Timing and Phasing

With respect to the phasing or timing of commencement or completion of action applying to the Lands, restoration of the House shall commence within 60 days following the adoption of a by-law to enter into this Agreement and be carried out pursuant to a building permit issued by the City authorizing the works. The Owner shall insure that the restoration of the House shall be completed and a final occupancy permit or equivalent for the House shall be issued within one year of the adoption of a by-law to enter into this Agreement.

4. Heritage Alteration Permit(s) Approval

- A. Changes to the building, structure, exterior appearance of the House, features on the Lands identified in the Conservation Plan, the Donald Luxton and Associates Inc. Plan or character-defining elements may require the Owner to apply for a heritage alteration permit or obtain approval from the City.

Proposed changes shall be referred to the Planning & Development Department of the City prior to the commencement of any work to determine if the changes require or do not require a heritage alteration permit.

- B. A heritage alteration permit may not be required for alterations including, but not limited to, the following:
- (a) changes to the Conservation Plan or the Donald Luxton and Associates Inc. Plan that are considered by the City Architect to be minor in nature and not affecting the character-defining elements of the House;
 - (b) restorations considered by the City Architect to be consistent with the original design, being made to replace stylistically foreign elements and done in consultation with an independent conservation architect or qualified heritage consultant acceptable to the City; or
 - (c) simple repair and maintenance of existing elements not affecting the *building* structure, exterior or interior appearance of the House.
- C. A heritage alteration permit shall be required for all but minor alterations including, but not limited to, the following:
- (a) changes to the House structure;
 - (b) changes to the exterior appearance of the House;
 - (c) replacement of existing elements and/or construction of additions to the House;
 - (d) changes to the external appearance of the House due to interior renovations.

If a heritage alteration permit is determined to be required, the Owner shall apply to the City for a heritage alteration permit before undertaking any of the works listed in this Section 4.C.

After the heritage alteration permit application is submitted, the heritage alteration permit will be considered for issuance by City Council upon the recommendation of the General Manager, Planning and Development and the Heritage Advisory Commission, or by a City official delegated by City Council.

5. **Building Permit Approval**

Construction, alterations or other actions to be authorized by a building permit shall be consistent with the provisions of the Conservation Plan, the Donald Luxton and Associates Inc. Plan, and with heritage alteration permits sanctioning construction, alterations or other actions.

As the House is recognized as a historic site, Building Code equivalencies may be used to lessen visual impacts on the historical appearance or authenticity of the *building*. To utilize Building Code equivalencies, the Owner shall retain a qualified architect that is acceptable to the City Architect.

6. Conditions

- A. The works specified in Part III and attachments to this Conservation Plan shall be supervised by a conservation architect or qualified heritage consultant acceptable to the City.
- B. The works specified in Part III and attachments to this Conservation Plan shall be approved by a conservation architect or qualified heritage consultant acceptable to the City prior to the City granting final building approval.

PART III – RESTORATION STANDARDS AND SPECIFICATIONS

1. Form, Scale and Massing:

See Section 6.2 “Form, Scale and Massing” of the Donald Luxton and Associates Inc. Plan.

2. Foundation:

See Section 6.3 “Foundation” of the Donald Luxton and Associates Inc. Plan.

3. Exterior Walls:

See Section 6.4 “Exterior Walls” of the Donald Luxton and Associates Inc. Plan.

4. Front Porch:

See Section 6.5 “Front Porch” of the Donald Luxton and Associates Inc. Plan.

5. Windows and Window Trim:

See Section 6.6 “Window and Window Trim” of the Donald Luxton and Associates Inc. Plan.

6. Door and Door Trim:

See Section 6.7 “Door and Door Trim” of the Donald Luxton and Associates Inc. Plan.

7. Roof and Gutters:

See Section 6.8 “Roof and Gutters” of the Donald Luxton and Associates Inc. Plan.

8. Chimney

See Section 6.9 “Chimney” of the Donald Luxton and Associates Inc. Plan.

9. Colour Schedule

See Section 6.10 “Colour Schedule” of the Donald Luxton and Associates Inc. Plan.

The exterior paint colour shall be subject to the prior written approval of the City. If the colour is to be changed, the change shall be done in consultation with the City and reflect

as best as can be determined the original appearance of the House or heritage colours appropriate for the period of the House.

Changes to the exterior colour scheme shall not be undertaken without being reviewed and approved by the City Architect. The City Architect may consult with the Heritage Advisory Commission about the colour scheme.

Prior to final paint application, samples of the colours should be placed on the *building* to be viewed in natural light. Final colour selection can then be verified. Matching to any other paint company products should be verified by the heritage consultant.

10. Interior:

Changes to the interior of the House that do not affect the exterior appearance of the House are permitted without prior issuance of a heritage alteration permit.

11. New Construction:

New construction not provided for in this Conservation Plan will be subject to a heritage alteration permit.

12. Trees and Landscaping:

All trees on the lot are subject to the provisions of the Surrey Tree Protection Bylaw, 2006, No. 16100.

13. Accessory Buildings and Structures:

Proposed accessory buildings are subject to this Conservation Plan.

No placement of *accessory buildings* or *structures* shall be permitted within 3 metres of the House without first obtaining a heritage alteration permit.

14. Other:

The general intent is to promote restoration and retention of existing materials and elements wherever possible. If restoration is not feasible, replacements shall be constructed to match existing in terms of form, detailing and materials. Where original features have already been removed, altered or replaced by stylistically foreign elements, new replacements shall be consistent with the original design and done in consultation with an independent conservation architect or qualified heritage consultant acceptable to the City.

Minor changes to the provisions of Part III that do not affect the character defining elements or that improve the authenticity of the restorations, may be approved by the City Architect, in consultation with the Heritage Advisory Commission.

(Note: Terms used in Appendix "A" of this Agreement that are italicized are defined in Surrey Zoning By-law, 1993, No. 12000, as amended, and shall take their meaning from the By-law.)

Appendix "B"

HERITAGE CONSERVATION PLAN
Nikaniuk House 13756- 112 Avenue, Surrey Conservation Plan
Donald Luxton and Associates Inc., September 2018

(The " Donald Luxton and Associates Inc. Plan")

(Attachment beginning on the next page)

NIKANIUK RESIDENCE CONSERVATION PLAN

SEPTEMBER 2018



DONALD LUXTON
AND ASSOCIATES INC





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HISTORIC NAME: NIKANIUK RESIDENCE

CURRENT ADDRESS: 13756 - 112 AVENUE, SURREY, BRITISH COLUMBIA

ORIGINAL OWNER & DEVELOPER: STEVE AND BARBARA NIKANIUK

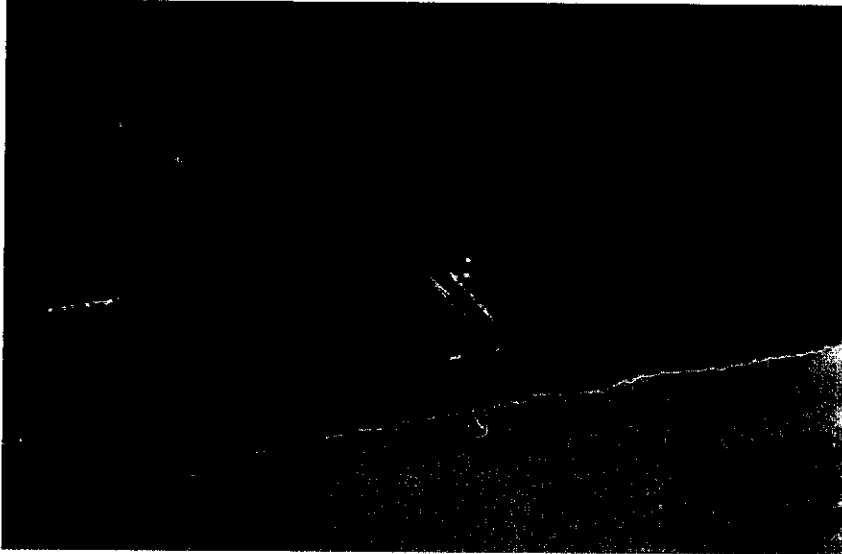
CONSTRUCTION DATE: 1941

1. INTRODUCTION

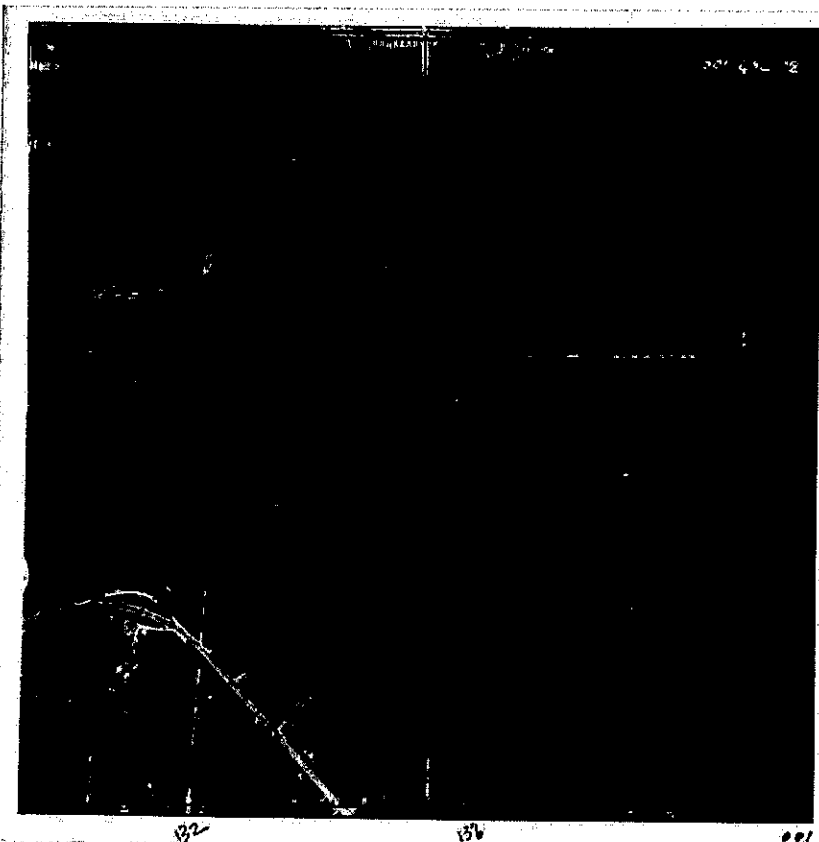
The Nikaniuk Residence, located at 13756-112 Avenue in the Port Mann neighbourhood of Surrey, was constructed in 1941 and features vernacular farmhouse architecture, with sophisticated windows. The building has been altered over time; many of its original windows have been removed and vinyl siding has been added to the gable ends and the basement level. The historic house will be parceled on a fee simple lot and restored as part of a Heritage Revitalization Agreement (HRA); the remainder of the site will be redeveloped.

2. AREA HISTORY

The Port Mann neighbourhood of Surrey was originally known as 'Bon Accord.' The community grew thanks to its strategic position along the Fraser River, where it became a centre of the local fishing industry and a stop along the steamboat routes to and from Yale. The neighbourhood soon became a multi-modal transportation hub, as railway and road infrastructure was improved through the area during the 1890s and early 1900s. In 1911, Bon Accord changed its name to Port Mann to reflect the optimism in the plans of Sir Donald Mann, who, along with Sir William MacKenzie, planned to make the area the Pacific terminus for their under-construction Canadian Northern Railway (CNR). As real estate speculation



met this anticipated and supposedly limitless demand, grandiose plans for Port Mann were developed, with streets radiating from a central circus, in the same vein as great European cities. The coming railway terminus, combined with excellent road and water access positioned Port Mann for a bright future, rivaling that of Vancouver. Four million dollars worth of land was sold in the area beginning in 1912, even before a single site was cleared for building.



Construction of railyards and warehouses commenced in Port Mann, however, the CNR was able to secure access rights across the Fraser River and ultimately into Vancouver, thereby dashing the lofty ambitions of Port Mann to become the definitive transportation hub of the Lower Mainland. While Port Mann did not fulfill its development aspirations, traces of its Edwardian era plans remain, as evidenced by its radial street pattern and its railway and industrial uses along the Fraser River. Port Mann appealed to Lower Mainland families throughout the 1920s and 1930s, as the area offered an abundant land base on which to construct their homesteads.

Top: Railway facilities along Fraser River in Port Mann, 1947, Vintage Air Photos

Bottom: Aerial image, 1949, City of Surrey Archives (property circled in red)

3. NIKANIUK FAMILY

Steve and Barbara arrived in Canada from their native Ukraine in 1930, first settling in Alberta. The family remained on the prairies, farming the land, until 1939 when a devastating storm caused significant damage and loss to their homestead. The family, which by this time included five children, Vera, Sandra, Anna, Nick, and Olga (from eldest to youngest), headed west in search of greater opportunities and a more temperate climate, arriving in Surrey in 1940.

Upon arrival, Steve found employment at the local logging camps, which enabled him to purchase three acres of land in the Port Mann area in 1941, eventually increasing his property to a total of four hectares. Fortunately, due to active logging in the area, the land on which the Nikaniuks would establish their home had already been cleared of trees, however, removal of the large roots was still required. As a solution, Steve acquired dynamite from the government and was able to literally blow the roots from the ground to ensure a level area on which to build. The logs that were used to construct the house had to be retrieved and transported by the Nikaniuks by hand from the bottom of the hill to the west of the property (toward the Pattullo Bridge). During construction, the family of seven lived in a small shack, which was located across the road from the current location of the house.

The house was completed within the year of 1941, but remained without siding and on concrete blocks, immediately south of its current location.

In addition to the house, the property featured a barn, which housed a cow and chickens, and several fruit and nut trees were planted, in order to provide sustenance for the family, an essential and common practice during the tumultuous times of the 1930s and 1940s. Moreover, the family farmed strawberries, and later raspberries, on the property, which they sold to support themselves. Steve had purchased an additional property nearby, on which he raised cattle, providing additional income for the family.

It was not until around 1960 when a basement was dug and the house was moved north to its current location. Once settled on its foundations, the house was officially completed, with siding added to the gable-ends and at the basement level and stucco cladding applied to the main level. It was also during this final stage of completion that a washroom was added to the house, requiring the relocation of the staircase to the front of the structure. Steve and Barbara Nikaniuk lived in the home they built until they both passed away, Steve in 1987 and Barbara in 1997.

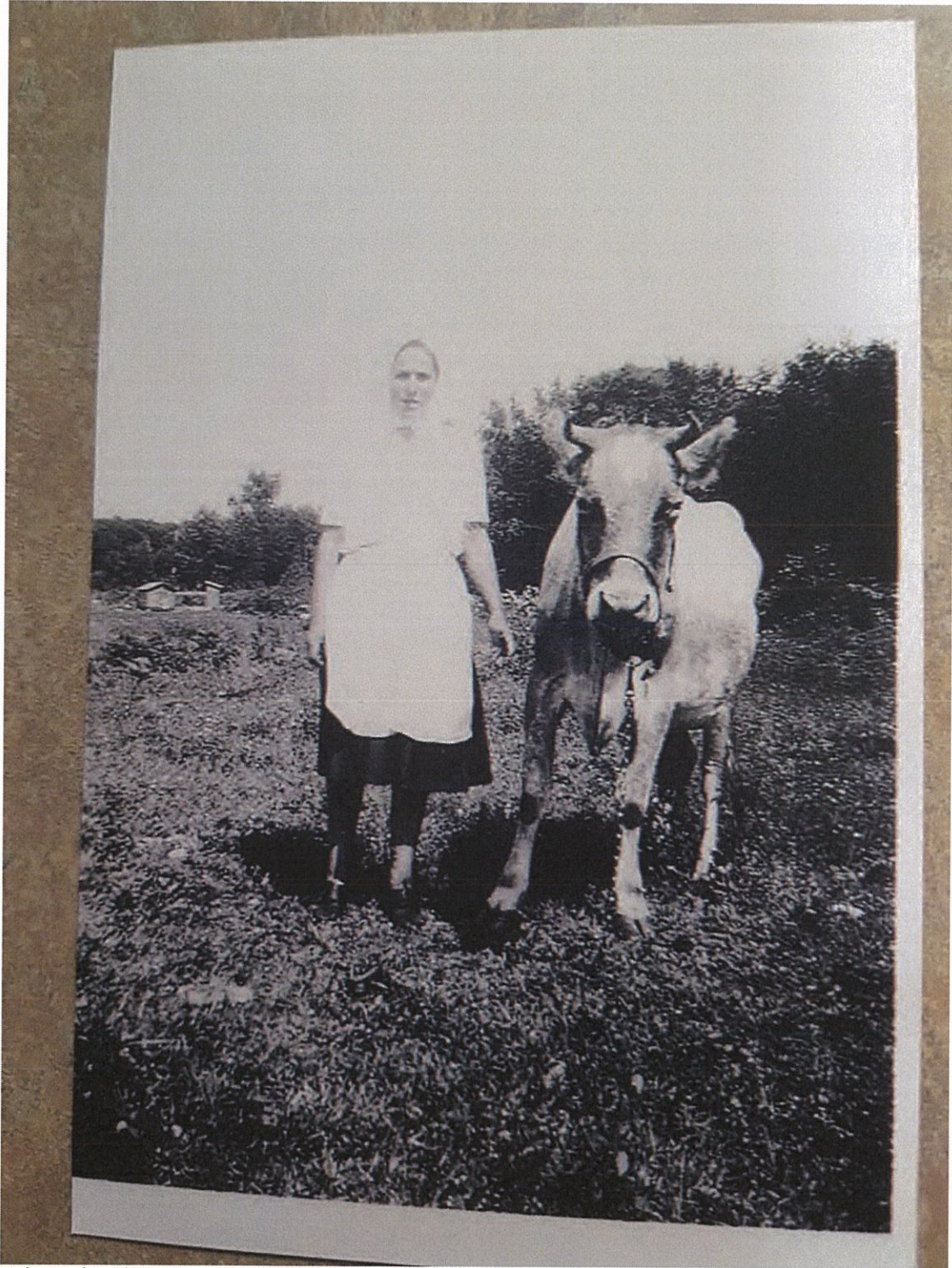
Historic information and photos, displayed on the following pages, were collected by Teresa Ullyott, with sincere gratitude. Images and history were provided by members of the Nikaniuk family, specifically the children and grandchildren of Steve and Barbara Nikaniuk.



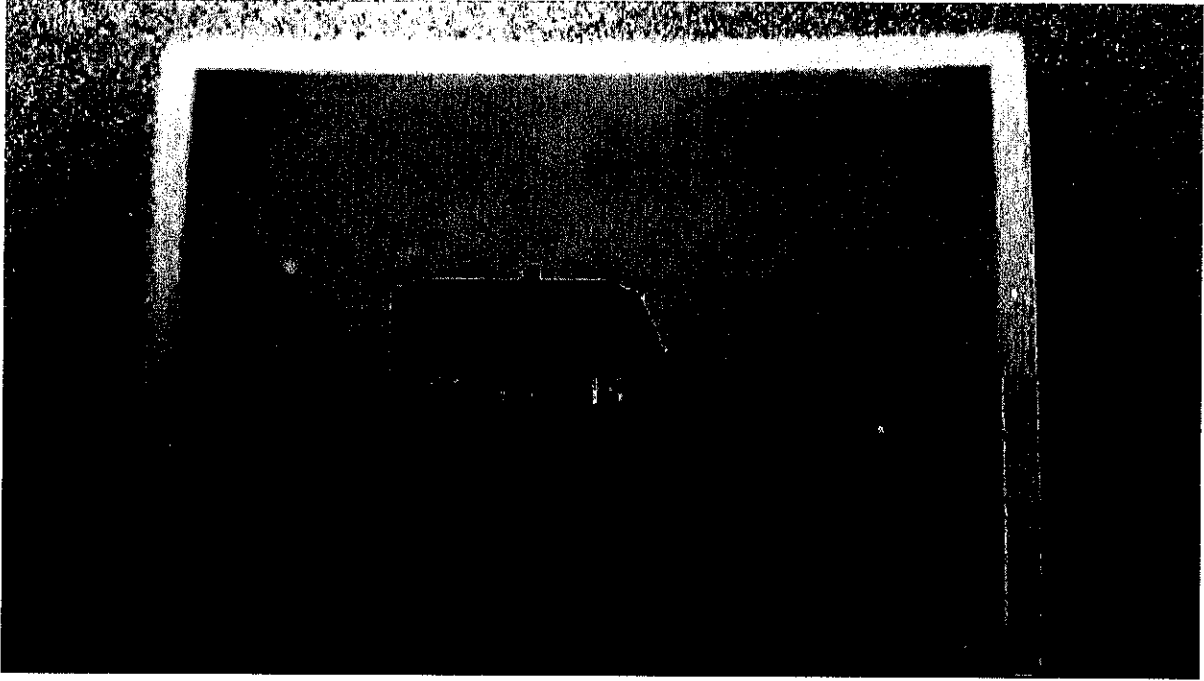
Nikaniuk Residence, courtesy of the Nikaniuk family (Vera, Sandra, Anna, Nick and Olga)



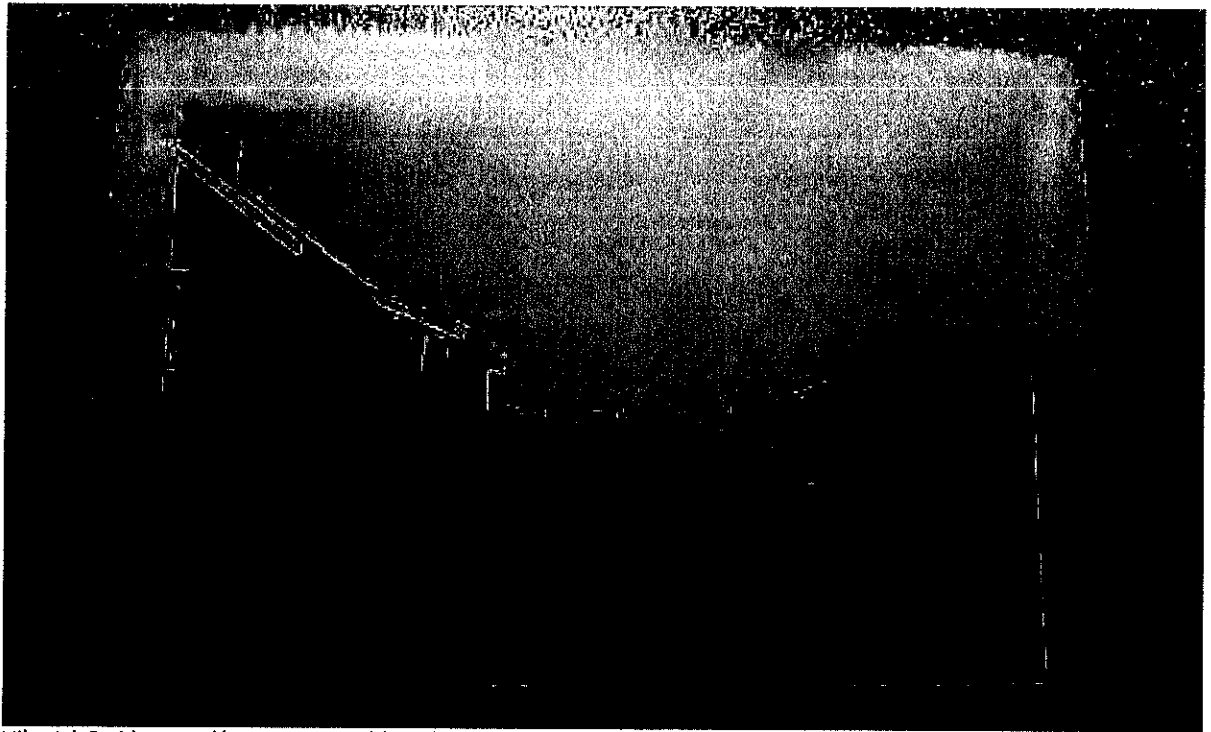
Steve Nikaniuk, courtesy of the Nikaniuk family (Vera, Sandra, Anna, Nick and Olga)



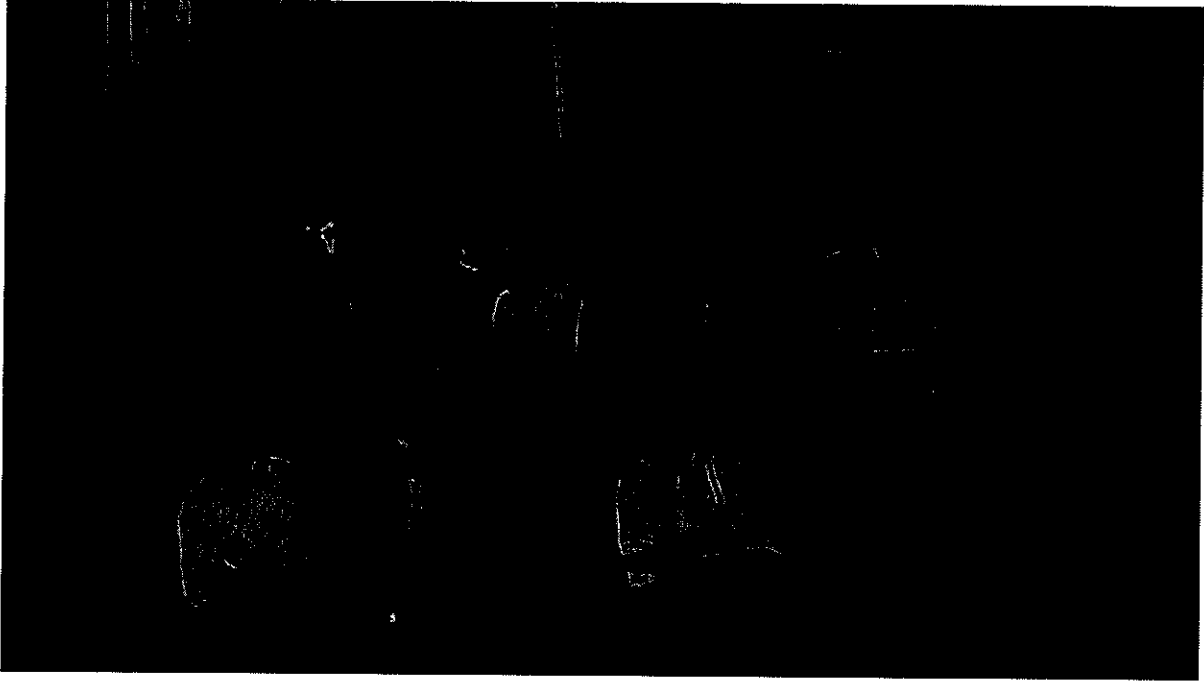
Barbara Nikaniuk, courtesy of the Nikaniuk family (Vera, Sandra, Anna, Nick and Olga)



Nikaniuk Residence, courtesy of the Nikaniuk family (Vera, Sandra, Anna, Nick and Olga)



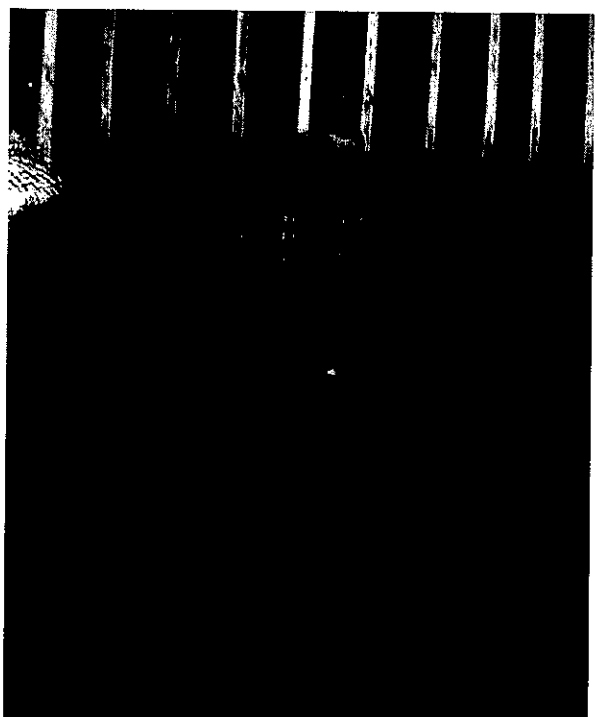
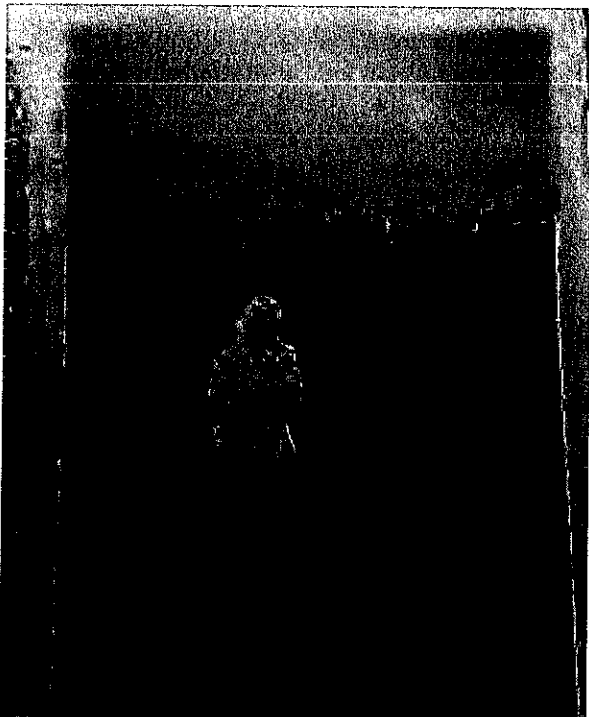
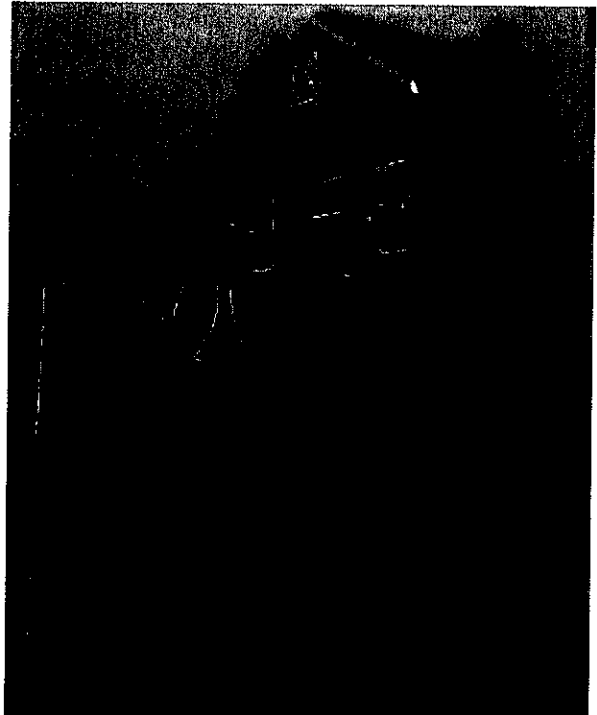
Nikaniuk Residence and barn, courtesy of the Nikaniuk family (Vera, Sandra, Anna, Nick and Olga)



Nikaniuk family outside the Nikaniuk Residence, courtesy of the Nikaniuk family (Vera, Sandra, Anna, Nick and Olga)



Nikaniuk family outside the Nikaniuk Residence, courtesy of the Nikaniuk family (Vera, Sandra, Anna, Nick and Olga)



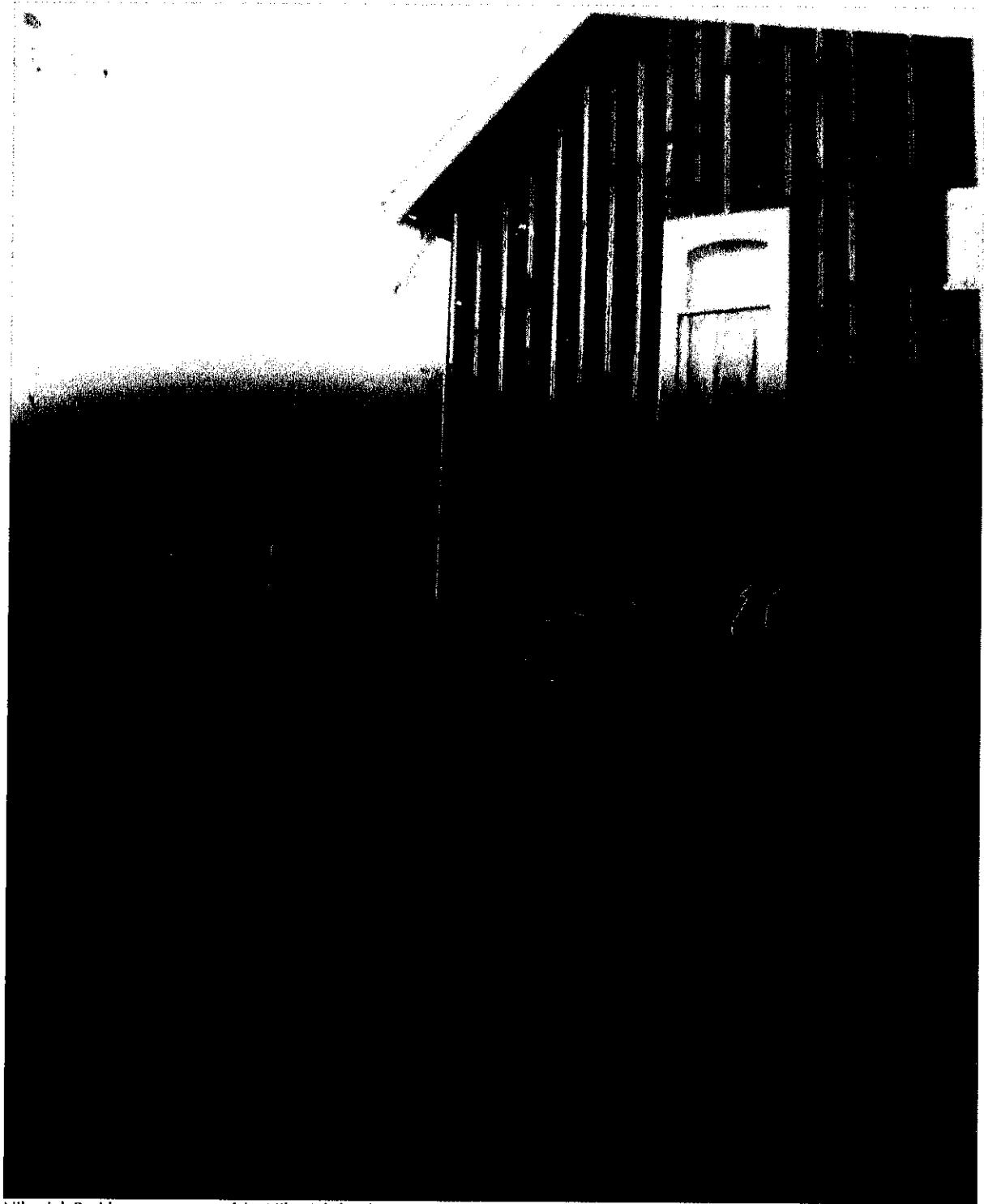
Nikaniuk family and property, courtesy of the Nikaniuk family (Vera, Sandra, Anna, Nick and Olga); bottom left photograph features Barbara Nikaniuk in her garden on the property.



Nikaniuk Residence, courtesy of the Nikaniuk family (Vera, Sandra, Anna, Nick and Olga)



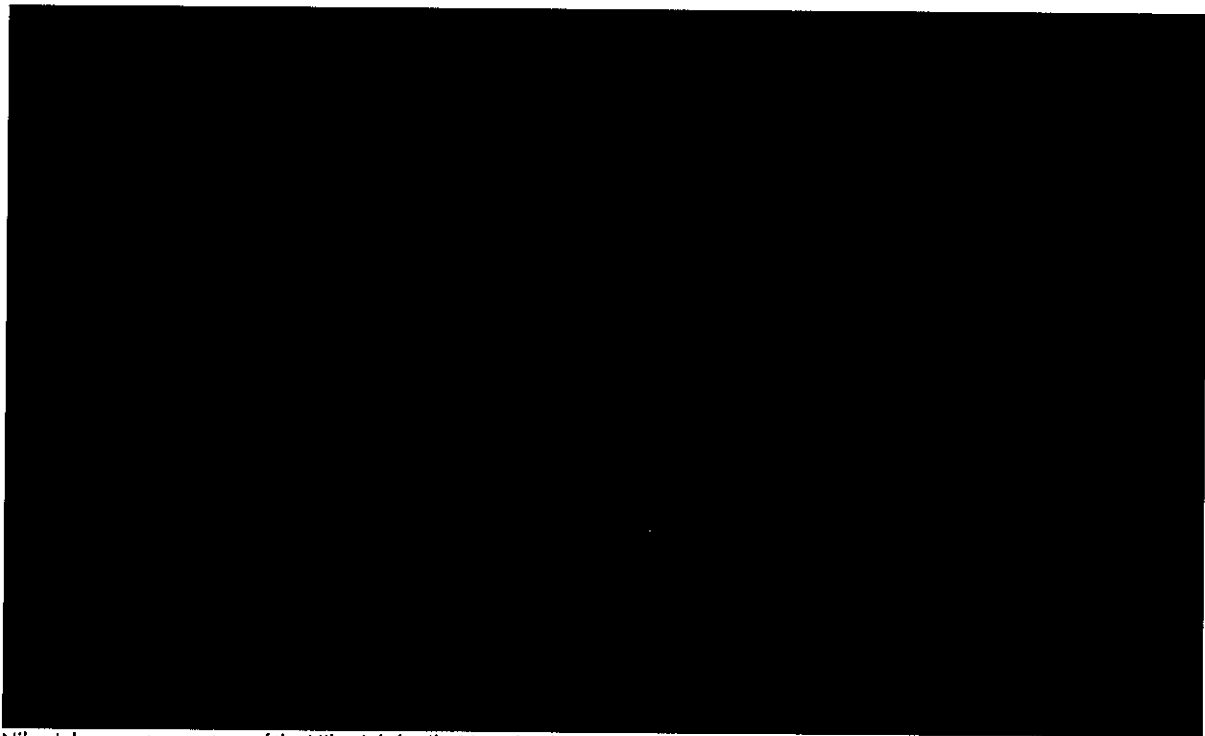
Nikaniuk Residence, courtesy of the Nikaniuk family (Vera, Sandra, Anna, Nick and Olga)



Nikaniuk Residence, courtesy of the Nikaniuk family (Vera, Sandra, Anna, Nick and Olga)



Nikaniuk property, courtesy of the Nikaniuk family (Vera, Sandra, Anna, Nick and Olga)



Nikaniuk property, courtesy of the Nikaniuk family (Vera, Sandra, Anna, Nick and Olga)



Nikaniuk property, courtesy of the Nikaniuk family (Vera, Sandra, Anna, Nick and Olga)

4. STATEMENT OF SIGNIFICANCE

Name of the Historic Place: Nikaniuk Residence
Address: 13756-112 Avenue, Surrey
Date of Construction: 1941

Description of the Historic Place

The Nikaniuk Residence is located at 13756-112 Avenue in the Port Mann neighbourhood of Surrey. The vernacular farmhouse features a clipped side-gabled roof, projecting front entryway, and original wooden window assemblies. The site features mountain views to the north.

Heritage Value of the Historic Place

Constructed in 1941, the Nikaniuk Residence is valued for its connection to the wartime development of the Port Mann neighbourhood of Surrey and its association with original owners Steve and Barbara Nikaniuk, who constructed the farmhouse and adjacent farm to raise and support their family of seven.

The New Westminster Southern Railway established a stop in what was originally known as Bon Accord in 1891; the community name was changed to Port Mann in 1911, when Sir Donald Mann and Sir William MacKenzie chose the area as the western terminus of the Canadian Northern Railway. The expected terminus fuelled a speculative real estate boom in Port Mann that resulted in an ambitious vision for its future, replete with a radial, European-style street grid. These magnificent development plans for Port Mann failed to materialize after the Canadian Northern Railway eventually decided to terminate in Vancouver, although railyards and warehouses were still built in the area. Modest growth of the neighbourhood occurred after the First World War and through the 1920s and 1930s, when many returning servicemen were demobilized on the West Coast. Due to housing shortages in established communities, many people moved to the Fraser Valley, where land was inexpensive. Port Mann was among the most desirable areas due to its easy access to downtown Vancouver and New Westminster, its fertile land, and its attractive views. The appeal of the Nikaniuk property in particular was bolstered by its view of the mountains to the north.

Steve and Barbara Nikaniuk immigrated to Canada in 1930 from their native Ukraine. Settling first in Alberta, the Nikaniuks travelled west in 1939, arriving in the Port Mann area in 1940. Though a farmer by trade, Steve Nikaniuk first supported his family in their new city by working in the local logging camps, enabling his purchase of this property. The site was large and fertile enough to support fruit harvesting and other farming endeavours, integral to the livelihood of families during the 1930s and 1940s. The house features a simple, vernacular design, but also refined elements, such as tripartite window assemblies on its front façade, with leaded glass in the upper sashes, as well as its original front door with leaded glass central light. Steve Nikaniuk passed away in 1987 and Barbara remained here until her death in 1997. The house remains as a tangible representation of the type of self-sustaining homesteads constructed in Surrey during years of recession and war, as well as the Nikaniuk family's contribution to the Port Mann neighbourhood.

Character-Defining Elements

The character-defining elements of the Nikaniuk Residence include its:

- location on 112 Avenue in the Port Mann neighbourhood of Surrey;
- wood-frame construction;
- residential form, scale and massing, as expressed by its one-storey height with full basement;
- vernacular farmhouse architecture featuring a clipped side-gabled roof and projecting clipped front-gabled entryway;
- variety of original wooden sash and frame window assemblies, including tripartite units on the front façade featuring an arched central fixed light flanked by narrow double-hung windows with arched upper sashes with leaded glass, and arched light casement assemblies at the foundation level;
- original wooden front door with arched central light with leaded glass; and
- central, internal red brick chimney.



5. CONSERVATION GUIDELINES

5.1 STANDARDS AND GUIDELINES

The historic Nikaniuk Residence located at 13756-112 Avenue is an important heritage resource in Surrey. The Parks Canada *Standards and Guidelines for the Conservation of Historic Places in Canada* (2010) is the source used to assess the appropriate level of conservation. Under the *Guidelines*, the work proposed for the historic house includes aspects of preservation, rehabilitation and restoration.

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

Interventions to the Nikaniuk Residence should be based upon the *Standards* outlined in the *Standards and Guidelines*, which are conservation principles of best practice. The following **General Standards** should be followed when carrying out any work to an historic property.

STANDARDS

Standards relating to all Conservation Projects

1. Conserve the heritage value of a historic place. Do not remove, replace, or substantially alter its intact or repairable character-defining elements. Do not move a part of a historic place if its current location is a character-defining element.
2. Conserve changes to a historic place, which over time, have become character-defining elements in their own right.
3. Conserve heritage value by adopting an approach calling for minimal intervention.
4. Recognize each historic place as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties or by combining features of the same property that never coexisted.
5. Find a use for a historic place that requires minimal or no change to its character defining elements.
6. Protect and, if necessary, stabilize a historic place until any subsequent intervention is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbance of archaeological resources, take mitigation measures to limit damage and loss of information.
7. Evaluate the existing condition of character-defining element to determine the appropriate intervention needed. Use the gentlest means possible for any intervention. Respect heritage value when undertaking an intervention.
8. Maintain character-defining elements on an ongoing basis. Repair character-defining element by reinforcing the materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving prototypes.
9. Make any intervention needed to preserve character-defining elements physically and visually compatible with the historic place and identifiable upon close inspection. Document any intervention for future reference.

Additional Standards relating to Rehabilitation

10. Repair rather than replace character-defining elements. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the historic place.
11. Conserve the heritage value and character-defining elements when creating any new additions to a historic place and any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.
12. Create any new additions or related new construction so that the essential form and integrity of a historic place will not be impaired if the new work is removed in the future.

Additional Standards relating to Restoration

13. Repair rather than replace character-defining elements from the restoration period. Where character-defining elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.
14. Replace missing features from the restoration period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.

5.2 CONSERVATION REFERENCES

The proposed work entails the Preservation, Restoration and Rehabilitation of the Nikaniuk Residence. The following conservation resources should be referred to:

Standards and Guidelines for the Conservation of Historic Places in Canada, Parks Canada, 2010.
<http://www.historicplaces.ca/en/pages/standards-normes/document.aspx>

National Park Service, Technical Preservation Services Preservation Briefs:

Preservation Brief 4: Roofing for Historic Buildings.
<http://www.nps.gov/tps/how-to-preserve/briefs/4-roofing.htm>

Preservation Brief 9: The Repair of Historic Wooden Windows.
<http://www.nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm>

Preservation Brief 10: Exterior Paint Problems on Historic Woodwork.
<http://www.nps.gov/tps/how-to-preserve/briefs/10-paint-problems.htm>

Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings.
<http://www.nps.gov/tps/how-to-preserve/briefs/47-maintaining-exteriors.htm>

5.3 GENERAL CONSERVATION STRATEGY

Proposed Redevelopment Scheme

The primary intent is to preserve the Nikaniuk Residence in its present location at 13756-112 Avenue. It is proposed to subdivide the parcel and to develop the remaining lot with residential homes. As part of the conservation work the exterior elevations of the Nikaniuk Residence will be repaired as required. Character-defining elements will be preserved, while missing or deteriorated elements will be restored.

The major proposed interventions of the overall project are:

- Proposed preservation of the historic house in situ.
- Preserve exterior character-defining elements.
- Restore character-defining elements that have been altered or removed.

Proposed Guidelines for New Construction

Due to the proposed residential development on the subdivided lot, all new visible construction near the Nikaniuk Residence will be considered a modern intervention on the historic site. The *Standards and Guidelines* list recommendations for new construction related to historic places, which applies to new construction in the near vicinity of a historic structure.

The proposed design scheme for the new construction should follow **Standards 11 and 12**:

- Conserve the heritage value and character-defining elements when creating any new additions to a historic place and any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.
- Create any new additions or related new construction so that the essential form and integrity of a historic place will not be impaired if the new work is removed in the future.

5.4 SUSTAINABILITY STRATEGY

The four-pillar model of sustainability identifies four interlinked dimensions: environmental, economic, social and cultural sustainability, the latter including the built heritage environment. Current research links sustainability considerations with the conservation of our built and natural environments. A competitive, sustainable economy requires the conservation of heritage buildings as an important component of a high quality urban environment.

The following considerations for energy efficiency in historic structures are recommended in the Parks Canada *Standards and Guidelines for the Conservation of Historic Places in Canada* (2010) and can be utilized for the Nikaniuk Residence.

Sustainability Considerations

- Add new features to meet sustainability requirements in a manner that respects the exterior form and minimizes impact on character-defining elements.
- Work with sustainability and conservation specialists to determine the most appropriate solution to sustainability requirements with the least impact on the character-defining elements and overall heritage value of the historic building.
- Comply with energy efficiency objectives in a manner that minimizes impact on the character-defining elements and overall heritage value of the historic building.



Four Pillars of Sustainability [CityPlan 2030 - City of Norwood Payneham & St. Peters]

5.5 HERITAGE EQUIVALENCIES & EXEMPTIONS

Through the proposed Heritage Revitalization Agreement the historic Nikaniuk Residence will become legally protected. It will be eligible for heritage variances that will enable a higher degree of heritage conservation and retention of original material, including considerations available under the following provincial legislation.

5.5.1 BRITISH COLUMBIA BUILDING CODE

Building Code upgrading ensures life safety and long-term protection for historic resources. It is important to consider heritage buildings on a case-by-case basis, as the blanket application of Code requirements do not recognize the individual requirements and inherent strengths of each building.

Over the past few years, a number of equivalencies have been developed and adopted in the British Columbia Building Code (2012) that enable more sensitive and appropriate heritage building upgrades. For example, the use of sprinklers in a heritage structure helps to satisfy fire separation and exiting requirements. Table A-1.1.1.1., found in Appendix A of the Code, outlines the "Alternative Compliance Methods for Heritage Buildings."

Given that Code compliance is such a significant factor in the conservation of heritage buildings, the most important consideration is to provide viable economic methods of achieving building upgrades. In addition to the equivalencies offered under the current Code, the City can also accept the report of a Building Code Engineer as to acceptable levels of code performance.

5.5.2 ENERGY EFFICIENCY ACT

The provincial *Energy Efficiency Act* (Energy Efficiency Standards Regulation) was amended in 2009 to exempt buildings protected through heritage designation or listed on a community heritage register from compliance with the regulations Energy Efficiency standards therefore do not apply to windows, glazing products, door slabs or products installed in heritage buildings. This means that exemptions can be allowed to energy upgrading measures that would destroy heritage character-defining elements such as original windows and doors.

These provisions do not preclude that heritage buildings must be made more energy efficient, but they do allow a more sensitive approach of alternate compliance to individual situations and a higher degree of retained integrity. Increased energy performance can be provided through non-intrusive methods of alternate compliance, such as improved insulation and mechanical systems. Please refer to the *Standards and Guidelines for the Conservation of Historic Places in Canada* (2010) for further detail about "Energy Efficiency Considerations."

5.5.3 HOME OWNER PROTECTION ACT

Amendments to the Homeowner Protection Act Regulation made in 2010 allow for exemptions for heritage sites from the need to fully conform to the BC Building Code under certain conditions, thus removing some of the barriers to compliance that previously conflicted with heritage conservation standards and guidelines. The changes comprised

(1) an amendment to the Homeowner Protection Act Regulation, BC Reg. 29/99 that allows a warranty provider, in the case of a commercial to residential conversion, to exclude components of the building that have heritage value from the requirement for a warranty, and

(2) clarification of the definition of 'substantial reconstruction.' The latter clarification explains that 75% of a home must be reconstructed for it to be considered a 'new home' under the Homeowner Protection Act, thus enabling single-family dwelling to multi-family and strata conversions without the Act coming into play. The definition of a heritage building is consistent with that under the Energy Efficiency Act.

5.6 SITE PROTECTION

It is the responsibility of the owner to ensure the heritage resource is protected from damage at all times. At any time that the house is left vacant, it should be secured against unauthorized access or damage through the use of appropriate fencing and security measures. A site protection plan may be developed in discussion between owner, contractor and/or architect based on the following checklist:

Moisture

- Is the roof watertight?
- Are openings protected?
- Is exterior cladding in good condition to keep water out?

Ventilation

- Have steps been taken to ensure proper ventilation of the building?
- Have interior doors been left open for ventilation purposes?
- Has the secured building been checked within the last 3 months for interior dampness or excessive humidity?

Pests

- Have nests/pests been removed from the building's interior and eaves?
- Are adequate screens in place to guard against pests?
- Has the building been inspected and treated for termites, carpenter ants, rodents, etc.?

Security

- Are smoke and fire detectors in working order?
- Are wall openings boarded up and exterior doors securely fastened?
- Are plans in place to monitor the building on a regular basis?
- Are the keys to the building in a secure but accessible location?
- Are the grounds being kept from becoming overgrown?

In addition to the above recommendations, a sign should be installed at the site to inform the public that this house is a historic resource and will be restored. A contact number should be provided for concerned citizens who observe trespassing or other unauthorized activities at the site.



North façade

6. CONDITION REVIEW & CONSERVATION RECOMMENDATIONS

During a site visit in November 2015 the condition of the exterior elevations of the Nikaniuk Residence at 13756-112 Avenue in Surrey was reviewed. The recommendations for the preservation and restoration of the historic Nikaniuk Residence are based on the site review that provide valuable information about the historic appearance of the house.

The following chapter describes the materials, physical condition and recommended conservation strategy for the historic structure based on Parks Canada's *Standard and Guidelines for the Conservation of Historic Places in Canada* (2010).

6.1 SITE

The Nikaniuk Residence is situated mid-block on the south side of 112 Avenue in the Port Mann neighbourhood. The house was relocated from further south on its lot to its current location ca. 1960. As part of the redevelopment scheme it is proposed to retain the Nikaniuk Residence at its present location and to subdivide the subject lot. The remainder of the lot will be developed with residential homes. Design guidelines for new construction are listed in 5.3 General Conservation Strategy. They aim to preserve the heritage value and character-defining elements of the Nikaniuk Residence and to make the new work compatible with the historic building.

Conservation Strategy: Preservation

- Retain the historic house in situ.

6.2 FORM, SCALE AND MASSING

The house features a residential form, scale and massing as expressed by its one and one half-storey height, full basement, simple rectangular plan, clipped (jerkinhead) roof and front porch. A one-storey rear extension was added later.

Conservation Strategy: Preservation

- Preserve the overall form, scale and massing of the original structure.
- The rear extension may be removed, if desired, in order to reinstate the original appearance.

6.3 FOUNDATION

The historic house has a full basement consisting of poured-in-place concrete foundation walls and concrete slab. In recent years the basement walls above grade were clad with vinyl siding, which is not a traditional material for houses of this era.

Conservation Strategy: Restoration

- The later vinyl siding should be removed. If original wood siding underneath is extant and in repairable condition, it should be restored. If the original siding is lost, the basement walls can be finished with new wood lap siding.
- To ensure the prolonged preservation of the existing foundations, all landscaping should be separated from the foundations at grade by a course of gravel or decorative stones, which help prevent splash back and assist drainage.



Top: Northeast elevation; Bottom: Foundation at basement level

6.4 EXTERIOR WALLS

Dimensional lumber is the traditional building material used for the house. Wood-frame construction is one of the most affordable housing construction methods that utilized in the past old growth lumber. The installation of new insulation can be done from the inside while preserving exterior architectural elements. The main body of the house is finished with original stucco render. Vinyl siding was installed on the side gables and front porch gable. It should be investigated, if original wood siding and trim elements exist underneath the vinyl cladding.

Conservation Strategy: Preservation / Restoration

- Preserve the wood-frame structure of the original house.
- Carefully investigate if original siding material(s) on the exterior elevations exist underneath the later vinyl cladding. Carry out on-site testing including vinyl removal in inconspicuous areas.
- If original wood siding and trim exists, retain and restore in-place. Replace any damaged material to match original in material, size and profile.
- Cleaning procedures of wood siding and stucco render should be undertaken with non-destructive methods. High-pressure power washing, abrasive cleaning or sandblasting should not be allowed under any circumstances on any historic material of the exterior elevations.

- Combed or textured lumber, vinyl or fibre cement siding are not acceptable replacement materials on the historic house.
- Design structural and seismic upgrades, if required, from the inside without impacting exterior character-defining elements.
- Utilize Alternate Compliance Methods outlined in the applicable building code for fire and spatial separations including installation of sprinklers where required.

6.5 FRONT PORCH

The Nikaniuk Residence has a front porch with hipped roof, which was established circa 1960, when the washroom was added. The wrought-iron columns supporting the porch roof, the front staircase, and the balustrade were also added in the 1960s as part of the finishing of the house. These elements should be assessed for their structural integrity and rehabilitated as necessary.

Conservation Strategy: Preservation / Rehabilitation

- Preserve the hipped porch roof.
- Preserve the wrought-iron columns and balustrade.
- Rehabilitate any elements as necessary or, if required, replace any damaged/unsound areas to match original in material, size, and profile.
- Alternate compliance method will allow to restore a traditional balustrade height (typically 24 inches to 27 inches) while meeting building code requirements, e.g. installing glass panels.



Top: Stucco and vinyl siding; Centre: Close-up of vinyl siding;
Bottom: Close-up of stucco siding



Top: Northwest view of porch; Bottom: Direct view of porch

6.6 WINDOW AND WINDOW TRIM

Windows and doors are among the most conspicuous feature of any building. In addition to their function — providing light, views, fresh air and access to the building — their arrangement and design is fundamental to the building's appearance and heritage value. Each element of fenestration is, in itself, a complex assembly whose function and operation must be considered as part of its conservation. — Standards and Guidelines for the Conservation of Historic Places in Canada (2010).

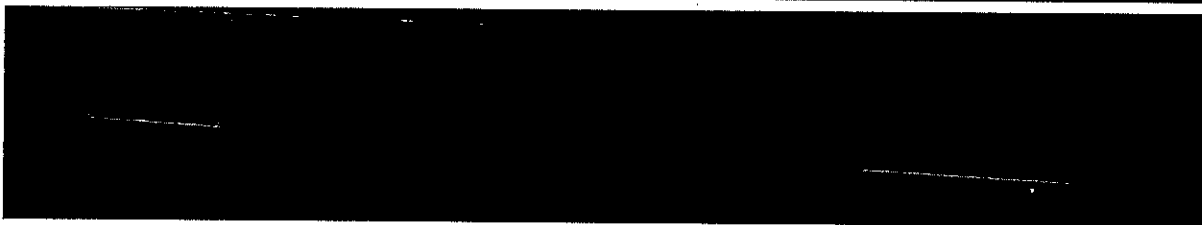
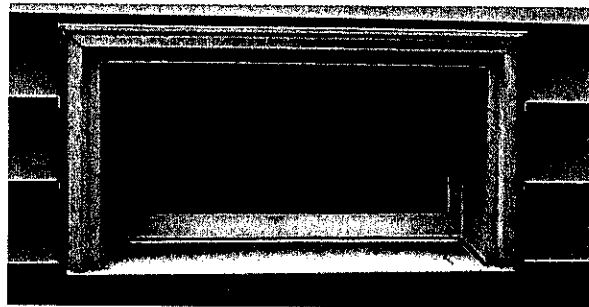
The only original wood windows of the Nikaniuk Residence exist on the front façade and at the basement level, while all other windows were replaced with aluminum units in the past. Original wood windows can also be distinguished by their arched headers. On the street façade, two original tripartite wood windows consist of a fixed centre sash flanked by narrow double-hung wooden sash windows. The tripartite windows are divided by thick wooden mullions. The existing shutters may be retained.

Original basement windows with wood sashes and arched headers exist at the side elevations of the house and should be preserved.

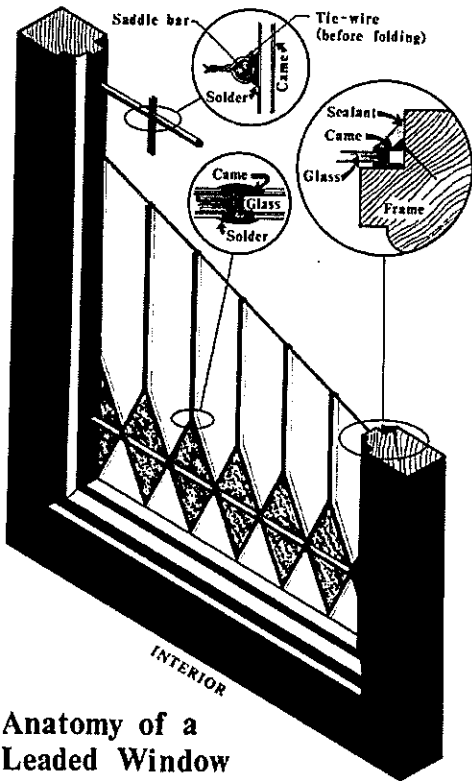
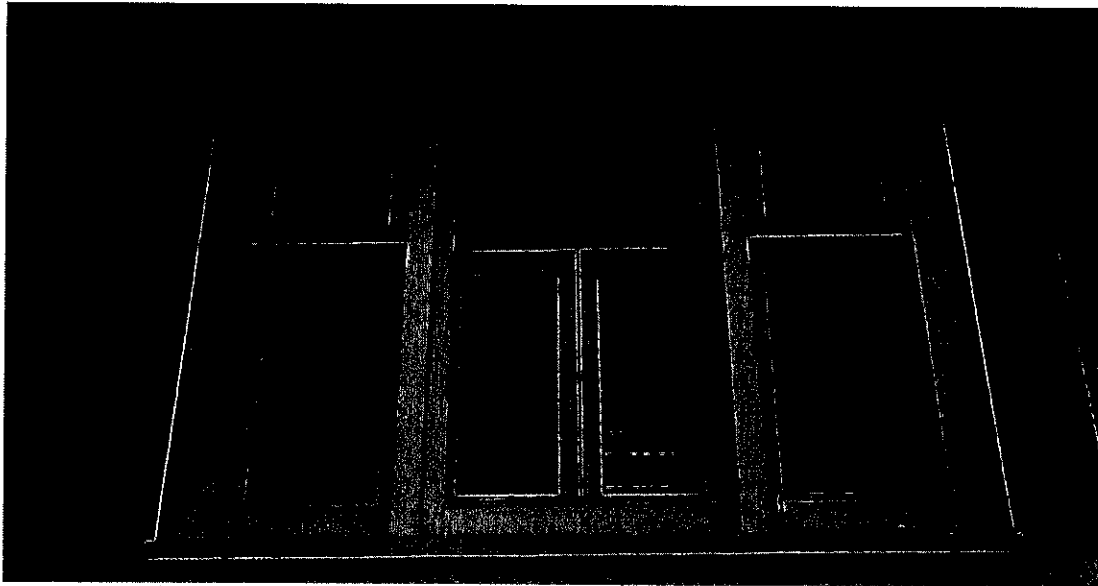
The later aluminum units on the side and rear elevations may be presently retained. They can be replaced in the future with sympathetic wood windows matching the original style.

Conservation Strategy: Preservation

- Retain the original wood sash tripartite windows on the front façade in their original openings. Preserve historic glass of original windows including leaded glass.
- Restore deteriorated or damaged wood elements where necessary (e.g. wood sashes, sills).
- Overhaul, tighten/reinforce joints of original windows, repair frame, trim and hardware. Original windows may be made weather tight by re-puttying and weather-stripping as necessary.
- Window restoration should be undertaken by a contractor skilled in heritage restoration.
- Prime and paint all wood windows as required in appropriate colours.



Top & Bottom: Original basement windows with wood sashes and arched headers



**Anatomy of a
Leaded Window**

Preservation Brief Nr. 33



Top & Bottom: Original tripartite window with upper sashes featuring leaded glass

6.7 DOOR AND DOOR TRIM

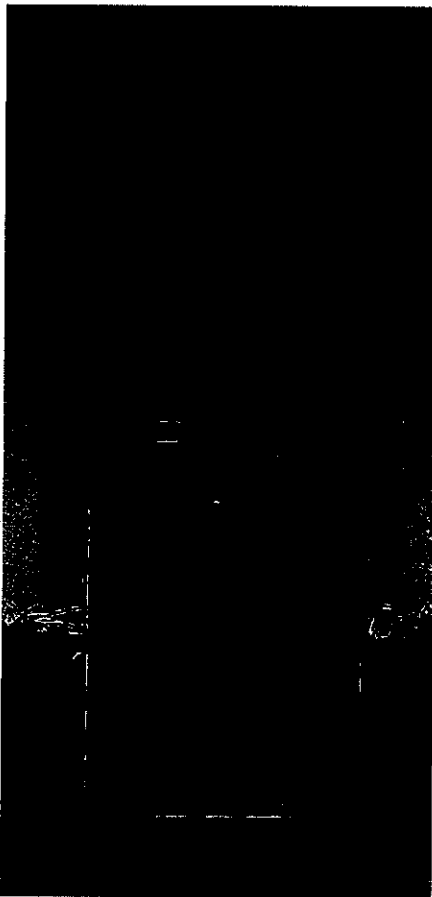
The house has two original wooden doors on the front and rear façades. The three-panel front door features a leaded glass element that repeats the typical arch detail of the windows. The original moulded trim surrounding the front door is in place. At the rear an original three-panel wood door with a simple glass element exists. A new screen door was installed and the door trim altered. The wooden front and rear doors should be retained.

Conservation Strategy: Preservation

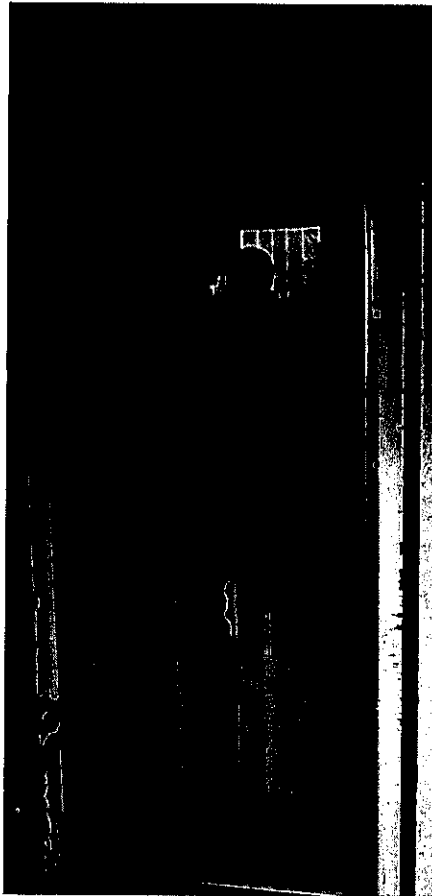
- Preserve the original front door including leaded glass and trim. Retain the rear door, while the later screen door may be removed and replaced with a wood frame screen door, which originally existed at the rear of the house.
- To improve operation, verify that doors fit properly in their frames and joints are tight. Verify that hardware is operational. To reduce air infiltration, consider the installation of weather stripping between doors and frames.

6.8 ROOF AND GUTTERS

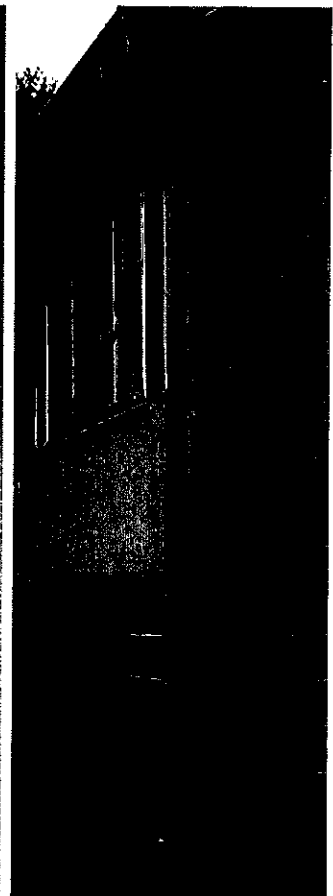
The Nikaniuk Residence preserved the original jerkinhead roof and front porch roof. A later hipped roof over the rear extension exists. Presently cedar-like shingles covering the roof imitate the original cedar roof shingles. The house features also closed and stuccoed eaves. The existing gutters and downspouts are in fair condition.



Front door



Rear door



Gutter and downspout

Conservation Strategy: Preservation / Repair

- Preserve, clean and repair the original jerkinhead roof and front porch roof including existing shingles.
- The roof may be re-shingled with cedar shingle in the future. An alternate material is 'Enviroshingle Silvered Cedar' by Enviroshake or approved equivalent. Asphalt shingles with square butts may be acceptable in dark grey or black colour after a review by the Heritage Consultant.
- Repair the existing gutters and downspouts as required to ensure drainage from the elevations.

6.9 CHIMNEY

An original internal chimney built with common red brick and corbelling at the top exists. A metal cap and metal flashings were installed later. When viewed from the ground the brick chimney shows some dirt accumulated on the brick surface. The condition of the metal flashings could not be assessed. Further assessment of the condition of the brickwork should be carried out when access is available. The brick chimney should be preserved and repaired as required.



Conservation Strategy: Preservation

- Retain the existing brick chimney.
- The brickwork can be gently cleaned of dirt and re-pointed as necessary with suitable mortar. The brickwork will remain unpainted.
- New metal flashings may be installed if required.

6.10 COLOUR SCHEDULE

An important part of the restoration process of the Nikaniuk Residence is to finish the building in historically accurate paint colours. Testing and sampling of original materials that are still extant can be carried out once later materials (vinyl siding) have been removed. Paint samples can be assessed through microscopic analysis in order to reveal the original colour scheme of the house. The recommended colour scheme should be taken from Benjamin Moore's *Historical True Colours for Western Canada*, which is based on documented historic paint colours from this time period.



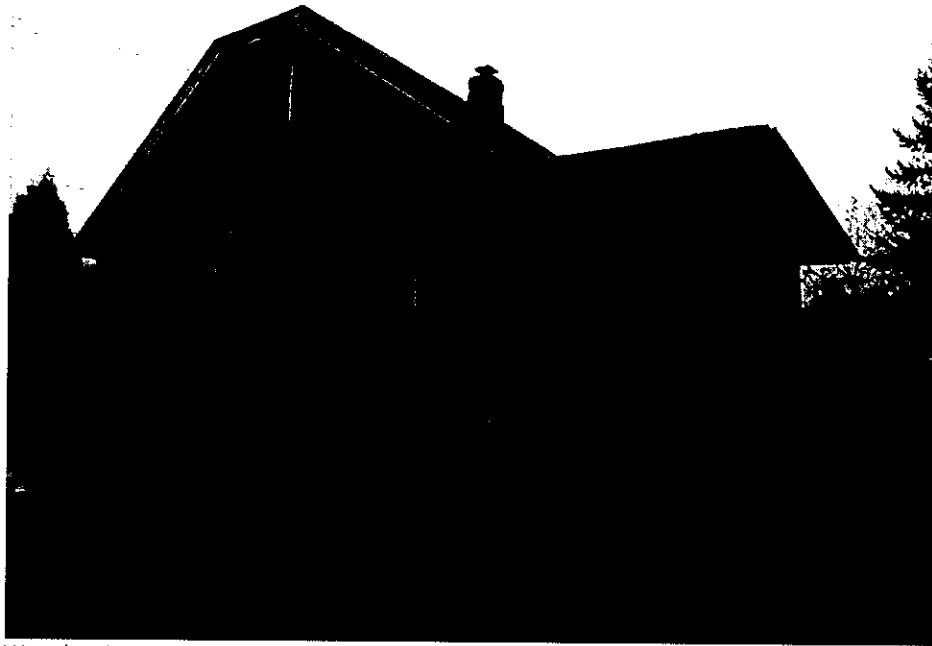
Top left: Existing roof shingles Top right: Brick chimney Bottom: Jerkinhead roof

Conservation Strategy: Restoration

- Remove later materials and take paint samples for colour analysis and devise a historic colour schedule for the exterior elevations of the Nikaniuk Residence.
- Prior to final paint application, samples of these colours should be placed on the building to be viewed in natural light. Final colour selection can then be verified.



Rear elevation



West elevation



East elevation

7. MAINTENANCE PLAN

A Maintenance Plan should be adopted by the property owner, who is responsible for the long-term protection of the heritage features of the historic building. The Maintenance Plan should include provisions for:

- Copies of the Maintenance Plan and Conservation Plan to be incorporated into the terms of reference for the management and maintenance contract for the building;
- Cyclical maintenance procedures to be adopted as outlined below;
- Record drawings and photos of the building to be kept by the management / maintenance contractor; and
- Records of all maintenance procedures to be kept by the owner.

A thorough Maintenance Plan will ensure the integrity of the Nikaniuk Residence is preserved. If existing materials are regularly maintained and deterioration is significantly reduced or prevented, the integrity of materials and workmanship of the structure will be protected. Proper maintenance is the most cost effective method of extending the life of a building, and preserving its character-defining elements. The survival of historic buildings in good condition is primarily due to regular upkeep and the preservation of historic materials.

7.1 MAINTENANCE GUIDELINES

A maintenance schedule should be formulated that adheres to the *Standards and Guidelines for the Conservation of Historic Places in Canada* (2010). As defined by the *Standards and Guidelines*, maintenance is defined as:

Routine, cyclical, non-destructive actions necessary to slow the deterioration of a historic place. It entails periodic inspection; routine, cyclical, non-destructive cleaning; minor repair and refinishing operations; replacement of damaged or deteriorated materials that are impractical to save.

The assumption that newly renovated buildings become immune to deterioration and require less maintenance is a falsehood. Rather, newly renovated buildings require heightened vigilance to spot errors in construction where previous problems had not occurred, and where deterioration may gain a foothold.

Routine maintenance keeps water out of the building, which is the single most damaging element to a heritage building. Maintenance also prevents damage by sun, wind, snow, frost and all weather; prevents damage by insects and vermin; and aids in protecting all parts of the building against deterioration. The effort and expense expended on an aggressive maintenance will not only lead to a higher degree of preservation, but also over time potentially save large amount of money otherwise required for later repairs.

7.2 PERMITTING

Once the project is completed, any repair activities, such as simple in-kind repair of materials, should be exempt from requiring municipal permits. Other more intensive activities will require the issuance of a Heritage Alteration Permit.

7.3 ROUTINE CYCLICAL AND NON-DESTRUCTIVE CLEANING

Following the *Standards and Guidelines for the Conservation of Historic Places in Canada*, be mindful of the principle that recommends "using the gentlest means possible." Any cleaning procedures should be undertaken on a routine basis and should use non-destructive methods. Exterior elements are usually easily cleaned, simply with a soft, natural bristle brush, without water, to remove dirt and other material. If a more intensive cleaning is required, this can be accomplished with warm water, mild detergent and a soft bristle brush. High-pressure washing, sandblasting or other abrasive cleaning should not be undertaken under any circumstances.

7.4 REPAIRS AND REPLACEMENT OF DETERIORATED MATERIALS

Interventions such as repairs and replacements must conform to the *Standards and Guidelines for the Conservation of Historic Places in Canada*. The building's character-defining elements – characteristics of the building that contribute to its heritage value (and identified in the Statement of Significance) such as materials, form, configuration, etc. - must be conserved, referencing the following principles to guide interventions:

- An approach of minimal intervention must be adopted - where intervention is carried out it will be by the least intrusive & gentlest means possible.
- Repair rather than replace character-defining elements.
- Repair character-defining elements using recognized conservation methods.
- Replace 'in kind' extensively deteriorated or missing parts of character-defining elements.
- Make interventions physically and visually compatible with the historic place.

7.5 INSPECTIONS

Inspections are a key element in the maintenance plan, and should be carried out by a qualified person or firm, preferably with experience in the assessment of heritage buildings. These inspections should be conducted on a regular and timely schedule. The inspection should address all aspects of the building including exterior, interior and site conditions. It makes good sense to inspect a building in wet weather, as well as in dry, in order to see how water runs off – or through – a building.

From this inspection, an inspection report should be compiled that will include notes, sketches and observations. It is helpful for the inspector to have copies of the building's elevation drawings on which to mark areas of concern such as cracks, staining and rot. These observations can then be included in the report. The report need not be overly complicated or formal, but must be thorough, clear and concise.

Issues of concern, taken from the report should then be entered in a log book so that corrective action can be documented and tracked.

An appropriate schedule for regular, periodic inspections would be twice a year, preferably during spring and fall. The spring inspection should be more rigorous since in spring moisture-related deterioration is most visible, and because needed work, such as painting, can be completed during the good weather in summer. The fall inspection should focus on seasonal issues such as weather-sealants, mechanical (heating) systems and drainage issues. Comprehensive inspections should occur at five-year periods, comparing records from previous inspections and the original work, particularly in monitoring structural movement and durability of utilities. Inspections should also occur after major storms.

7.6 INFORMATION FILE

The building should have its own information file where an inspection report can be filed. This file should also contain a log book that itemizes problems and corrective action. Additionally, this file should contain building plans, building permits, heritage reports, photographs and other relevant documentation so that a complete understanding of the building and its evolution is readily available, which will aid in determining appropriate interventions when needed.

The file should also contain a list outlining the finishes and materials used, and information detailing where they are available (store, supplier). The building owner should keep on hand a stock of spare materials for minor repairs.

LOG BOOK

The maintenance log book is an important maintenance tool that should be kept to record all maintenance activities, recurring problems and building observations and will assist in the overall maintenance planning of the building.

Routine maintenance work should be noted in the maintenance log to keep track of past and plan future activities. All items noted on the maintenance log should indicate the date, problem, type of repair, location and all other observations and information pertaining to each specific maintenance activity. Each log should include the full list of recommended maintenance and inspection areas noted in this Maintenance Plan, to ensure a record of all activities is maintained.

A full record of these activities will help in planning future repairs and provide valuable building information for all parties involved in the overall maintenance and operation of the building, and will provide essential information for long term programming and determining of future budgets. It will also serve as a reminder to amend the maintenance and inspection activities should new issues be discovered or previous recommendations prove inaccurate.

The log book will also indicate unexpectedly repeated repairs, which may help in solving more serious problems that may arise in the historic building. The log book is a living document that will require constant adding to, and should be kept in the information file along with other documentation noted in section 7.6 Information File.

7.7 EXTERIOR MAINTENANCE

Water, in all its forms and sources (rain, snow, frost, rising ground water, leaking pipes, back-splash, etc.) is the single most damaging element to historic buildings. The most common place for water to enter a building is through the roof. Keeping roofs repaired or renewed is the most cost-effective maintenance option. Evidence of a small interior leak should be viewed as a warning for a much larger and worrisome water damage problem elsewhere and should be fixed immediately.

7.7.1 INSPECTION CHECKLIST

The following checklist considers a wide range of potential problems specific to the historic building such as water/moisture penetration, material deterioration and structural deterioration.

EXTERIOR INSPECTION

Site Inspection

- Is the lot well drained?
- Is there pooling of water?
- Does water drain away from foundation?

Foundation

- Moisture: Is rising damp present?
- Is there back splashing from ground to structure?
- Is any moisture problem general or local?
- Is uneven foundation settlement evident?
- Do foundation openings (doors and windows show: rust; rot; insect attack; paint failure; soil build-up?

Condition of Exterior Painted Materials

- Paint shows: blistering, sagging or wrinkling, alligating, peeling. Cause?
- Paint has the following stains: rust, bleeding knots, mildew, etc. Cause?
- Paint cleanliness, especially at air vents?

Windows

- Is there glass cracked or missing?
- If the glazing is puttied has it gone brittle and cracked? Fallen out? Painted to shed water?
- If the glass is secured by beading, are the beads in good condition?
- Is there condensation or water damage to the paint?
- Are the sashes easy to operate? If hinged, do they swing freely?
- Is the frame free from distortion?
- Do sills show weathering or deterioration?

Doors

- Do the doors create a good seal when closed?
- Are the hinges sprung? In need of lubrication?
- Do locks and latches work freely?
- Is the glass in good condition? Does the putty need repair?
- Are door frames wicking up water? Where? Why?
- Are door frames caulked at the cladding? Is the caulking in good condition?
- What is the condition of the sill?

Gutters and Downspouts

- Are downspouts leaking? Clogged? Are there holes or corrosion? (Water against structure)
- Are downspouts complete without any missing sections? Are they properly connected?
- Is the water being effectively carried away from the downspout by a drainage system?
- Do downspouts drain completely away?

Roof

- Are there water blockage points?
- Are flashings well seated?
- Are metal joints and seams sound?
- If there is a lightening protection system are the cables properly connected and grounded?
- Is there rubbish buildup on the roof?
- Are there blisters or slits in the membrane?
- Are the drain pipes plugged or standing proud?
- Are flashings well positioned and sealed?
- Is water ponding present?

7.7.2 INSPECTION CYCLE

Daily

- Observations noted during cleaning (cracks; damp, dripping pipes; malfunctioning hardware; etc.) to be noted in log book or building file.

Semi-annually

- Semi-annual inspection and report with special focus on seasonal issues.
- Thorough cleaning of drainage system to cope with winter rains and summer storms
- Check condition of weather sealants (Fall).
- Clean the exterior using a soft bristle broom/brush.

Annually (Spring)

- Inspect foundation for cracks, deterioration.
- Inspect metal elements, especially in areas that may trap water.
- Inspect windows for paint and glazing compound failure, corrosion and wood decay and proper operation.
- Complete annual inspection and report.
- Clean out of all perimeter drains and rainwater systems.
- Touch up worn paint on the building's exterior.
- Routine cleaning, as required.

Five-Year Cycle

- A full inspection report should be undertaken every five years comparing records from previous inspections and the original work, particularly monitoring structural movement and durability of utilities.
- Repaint wood windows every five to fifteen years.

Ten-Year Cycle

- Check condition of roof every ten years after last replacement.

Twenty-Year Cycle

- Confirm condition of roof and estimate effective lifespan. Replace when required.

Major Maintenance Work (as required)

- Replacement of deteriorated building materials as required.

8. RESEARCH SOURCES

We would like to sincerely thank Teresa Ulyott for her significant contributions to this project. The story of the Nikaniuk family as well as the collection of original photographs would not have been told or seen without her efforts. We would also like to thank all members of the Nikaniuk family, specifically the children and grandchildren of Steve and Barbara, who generously offered their stories and photographs for use in this report.

Historic information and photos, save for the West Coast Title Search below, have been provided by the Nikaniuk family.



ENVIRONMENTAL SEARCH FORM

PID: 004-190-882
 CURRENT LEGAL: Lot R1 Section 14 Block 5 Block
Range 2 West Subd Plan 52717

Page 1 of 24
 Check: VISA - Donald Luxton
 Invoice #: 55-32283
 File Ref: 13756 117th Ave
Surrey, BC

Title No.	Registered Owner	Title Registered	Title Cancelled	Prior Leg(s)	Charge Information
BR 127836	s. 22(1)	30 May 2001	Successor		Title attached
BM 232761		1998	30 May 2001		Did not view
BL 426515		1997	1998		Did not view
AD 130487		1990	1997		Did not view
AB 96475		1988	1990		Did not view
AB 3211		1988	1988		Did not view
M 78762E		1976	1988		Did not view

DISPORTANT: As all computer files may not have been checked, charges appearing on these that could affect the property, such as taxes, are not listed. Information must be checked against ITU records to verify. Please request Assessment copies as titles if required. If you have any questions concerning how to read this form, please contact West Coast Title Search Ltd. in New Westminster at 604.591.8402 or 1 800 533 1976 and in Victoria at 403.6906 or 1.800.667 7767



ENVIRONMENTAL SEARCH FORM (Continued)

Page 2 of 24
 File Ref: 13756 117th Ave Surrey

Title No.	Registered Owner	Title Registered	Title Cancelled	Prior Leg(s)	Charge Information
143374E	s. 22(1)	12 Aug 1976	Cancelled	Lot 12 to 18 Sec 14 BSN B2W Plan 52717 NWD	• RW N 73764 12871 Corporation of District of Surrey (W. 10th of Lot R1) -Cancelled 21.1.77 by N 5336 • RW N 5337 20.1.77 District of Surrey (as an ancient title)
227516E		12 May 1941 (1941-1942) (1942-1943)	4 Aug 1976	lots 12 to 18 with incl of blocks 25, 26, 27 Sec 14, BSN B2W Plan 14875	M6 as to Lot 18
143374E	s. 22(1)	12 May 1941	12 May 1981 (1981-1982) (1982-1983)	lots 25, 26-27, Sec 14 BSN B2W Plan 5312 NWD	AN
106014E		s. 22(1)	13 Nov 1933	12 May 1941	lot 1 to 28 with incl of Sec 14 BSN B2W Plan 5312 NWD



ENVIRONMENTAL SEARCH FORM (Continued)

Page 3 of 24
File No. 13756 1122A Summary

Title No	Registered Owner	Title Registered	Title Cancelled	Prior Legal(s)	Charge Information
105704E	S. 22(1)	13 APR 1933	13 APR 1933	Sec 14 BSN B2W Except that Portions Forming Part of Part Plans as shown on Plan 2546 and that Portion Subdivided Under Map 2369 NWD	NIL
62068E	S. 22(1)	1 OCT 1925	13 APR 1933	Sec 10, Sec 14 and Two Portions (Containing Approx 14 Acres more or less as shown on a Sketch (page 101 3374) of Sec 15 BSN B2W Except all that Portion of said Sec 14 forming Part of Part Plans as shown on Map 2546 NWD	NIL



ENVIRONMENTAL SEARCH FORM (Continued)

Page 4 of 4
File No. 13756 1122A Summary

Title No	Registered Owner	Title Registered	Title Cancelled	Prior Legal(s)	Charge Information
15823E	Canadian Northern Town Prospector Company Limited and National Trust Company Limited	16 Feb 1915	1 OCT 1925	Sec 13 Also Sec 14 BSN B2W Except therefrom the Northern Portions of said Sections forming Part of Part Plans Townsite and subdivided under Map 2546 NWD	NIL
10571 10572 10573 10574 10575 10576 10577 10578 10579 10580 10581 10582 10583 10584 10585 10586 10587 10588 10589 10590 10591 10592 10593 10594 10595 10596 10597 10598 10599 10600 10601 10602 10603 10604 10605 10606 10607 10608 10609 10610 10611 10612 10613 10614 10615 10616 10617 10618 10619 10620 10621 10622 10623 10624 10625 10626 10627 10628 10629 10630 10631 10632 10633 10634 10635 10636 10637 10638 10639 10640 10641 10642 10643 10644 10645 10646 10647 10648 10649 10650 10651 10652 10653 10654 10655 10656 10657 10658 10659 10660 10661 10662 10663 10664 10665 10666 10667 10668 10669 10670 10671 10672 10673 10674 10675 10676 10677 10678 10679 10680 10681 10682 10683 10684 10685 10686 10687 10688 10689 10690 10691 10692 10693 10694 10695 10696 10697 10698 10699 10700 10701 10702 10703 10704 10705 10706 10707 10708 10709 10710 10711 10712 10713 10714 10715 10716 10717 10718 10719 10720 10721 10722 10723 10724 10725 10726 10727 10728 10729 10730 10731 10732 10733 10734 10735 10736 10737 10738 10739 10740 10741 10742 10743 10744 10745 10746 10747 10748 10749 10750 10751 10752 10753 10754 10755 10756 10757 10758 10759 10760 10761 10762 10763 10764 10765 10766 10767 10768 10769 10770 10771 10772 10773 10774 10775 10776 10777 10778 10779 10780 10781 10782 10783 10784 10785 10786 10787 10788 10789 10790 10791 10792 10793 10794 10795 10796 10797 10798 10799 10800 10801 10802 10803 10804 10805 10806 10807 10808 10809 10810 10811 10812 10813 10814 10815 10816 10817 10818 10819 10820 10821 10822 10823 10824 10825 10826 10827 10828 10829 10830 10831 10832 10833 10834 10835 10836 10837 10838 10839 10840 10841 10842 10843 10844 10845 10846 10847 10848 10849 10850 10851 10852 10853 10854 10855 10856 10857 10858 10859 10860 10861 10862 10863 10864 10865 10866 10867 10868 10869 10870 10871 10872 10873 10874 10875 10876 10877 10878 10879 10880 10881 10882 10883 10884 10885 10886 10887 10888 10889 10890 10891 10892 10893 10894 10895 10896 10897 10898 10899 10900 10901 10902 10903 10904 10905 10906 10907 10908 10909 10910 10911 10912 10913 10914 10915 10916 10917 10918 10919 10920 10921 10922 10923 10924 10925 10926 10927 10928 10929 10930 10931 10932 10933 10934 10935 10936 10937 10938 10939 10940 10941 10942 10943 10944 10945 10946 10947 10948 10949 10950 10951 10952 10953 10954 10955 10956 10957 10958 10959 10960 10961 10962 10963 10964 10965 10966 10967 10968 10969 10970 10971 10972 10973 10974 10975 10976 10977 10978 10979 10980 10981 10982 10983 10984 10985 10986 10987 10988 10989 10990 10991 10992 10993 10994 10995 10996 10997 10998 10999 11000	S. 22(1)	8 Feb 1911 11 Oct 1912	16 Feb 1915	A Portion of the NE 1/4 Sec 14 BSN B2W (Notes & bands description not copied) as shown in Red on sketch attached to No. 512A W 1/2 of NE 1/4 of E 1/4 Sec 14 BSN B2W NWD	Did not view