

**THE CORPORATION OF THE CITY OF NEW WESTMINSTER
HERITAGE REVITALIZATION AGREEMENT (1324 Nanaimo Street)
BYLAW NO. 8290, 2022**

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

WHEREAS the City of New Westminster and the owners of the property located at 1324 Nanaimo Street in New Westminster wish to enter into a Heritage Revitalization Agreement in respect of the property;

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

Citation

1. This Bylaw may be cited as “Heritage Revitalization Agreement (1324 Nanaimo Street) Bylaw No. 8290, 2022”.

Heritage Revitalization Agreement

2. The City of New Westminster enters into a Heritage Revitalization Agreement with the registered owner of the property located at 1324 Nanaimo Street legally described as PID: 002-819-155; LOT “A” PLAN 7689.
3. The Mayor and City Clerk are authorized on behalf of the City of New Westminster Council to sign and seal the Heritage Revitalization Agreement attached to this Bylaw as Schedule “A”.

READ A FIRST TIME this 7th day of March, 2022.

READ A SECOND TIME this 7th day of March, 2022.

PUBLIC HEARING held this _____ day of _____, 2022.

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

ADOPTED this _____ day of _____, 2022.

MAYOR JONATHAN X. COTE

JACQUE KILLAWEE, CITY CLERK

SCHEDULE "A"**HERITAGE REVITALIZATION AGREEMENT (1324 Nanaimo Street)**

THIS AGREEMENT dated for reference the 23rd day of February, 2022 is

BETWEEN:

BHARATVEER SINGH JASWAL and **HARKAMAL SANDHU**, 7517 Humphries Court
Burnaby, BC, V3N 4K9 and **JARNAIL SINGH SANDHU**, 10471 No. 5 Road, Richmond,
BC, V7A 4E6,

(the "Owner")

AND:

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

(the "City")

WHEREAS:

- A. The Owner is the registered owner in fee simple of the land and all improvements located at 1324 Nanaimo Street, New Westminster, British Columbia, legally described as PID: 002-819-155; LOT "A" PLAN 7689 (the "Land");
- B. There is one principal building situated on the Land, known as the Larson House (the "Heritage Building"), which is shown on the site plan attached as Appendix 1 (the "Site Plan") labeled "1324 Nanaimo Street Heritage House";
- C. The City and the Owner agree that the Heritage Building has heritage value and should be conserved;
- D. The Owner wishes to make certain alterations to restore and rehabilitate the Heritage Building (the "Work");
- E. The Owner intends to apply to the City's Approving Officer for approval to file a subdivision plan (the "Subdivision Plan") in the Land Title Office in order to subdivide the Land into two separate parcels, generally as shown on the Site Plan;
- F. If the proposed subdivision of the Land is approved by the City's Approving Officer, the Owner wishes to construct a new residential building and detached garage (the "New Buildings") on that portion of the Land labeled on the Site Plan as "#607 Fourteenth Street New House";
- G. Section 610 of the *Local Government Act*, RSBC 2015, Chapter 1 authorizes a local government to enter into a Heritage Revitalization Agreement with the owner of heritage property, and to

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

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

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

Conservation of Heritage Building

1. Upon execution of this Agreement, the Owner shall promptly commence the restoration and revitalization of the Heritage Building (the “Work”) in accordance with the Site Plan, the heritage conservation plan prepared by Elana Zysblat, dated September 2015 and updated by Julie Schueck in addendums dated July and December 2020, copies of which are attached hereto as Appendix 2 (the “Conservation Plans”), and the design plans and specifications prepared by Rob Johnson Architect dated 22-Feb-2022, a copy of which is attached hereto as Appendix 5 (the “Approved Plans”), full-size copies of which plans and specifications are on file at the New Westminster City Hall.
2. Prior to commencement of the Work, the Owner shall obtain from the City all necessary permits and licenses, including a heritage alteration permit, building permit, and tree permit.
3. The Owner shall obtain written approval from the City’s Director of Climate Action Planning and Development for any changes to the Work, and obtain any amended permits that may be required for such changes to the Work, as required by the City.
4. The Owner agrees that the City may, notwithstanding that such permits may be issuable under the City’s zoning and building regulations and the BC Building Code, withhold a heritage alteration permit or building permit applied for in respect of the Heritage Building if the work that the Owner wishes to undertake is not in accordance with the Conservation Plans or the Approved Plans.
5. The Work shall be done at the Owner’s sole expense in accordance with generally accepted engineering, architectural, and heritage conservation practices. If any conflict or ambiguity arises in the interpretation of Appendix 2, the parties agree that the conflict or ambiguity shall be resolved in accordance with the “Standards and Guidelines for the Conservation of Historic Places in Canada”, 2nd edition, published by Parks Canada in 2010.
6. The Owner shall, at the Owner’s sole expense, erect on the Land and keep erected throughout the course of the Work, a sign of sufficient size and visibility to effectively notify contractors and tradespersons entering onto the Land that the Work involves protected heritage property and is being carried out for heritage conservation purposes.

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

Role of Registered Professional

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

Heritage Designation

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

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

Damage to or Destruction of Heritage Building

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

Construction of New Buildings

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

Timing and Phasing

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

Subdivision

24. The Owner shall, concurrently with the deposit of the Subdivision Plan, deposit in the Land Title Office a covenant under s.219 of the *Land Title Act* in favour of the City, in the form attached as Appendix 6, by which the Owner covenants and agrees not to transfer separately the parcels created by the Subdivision Plan until the Owner has complied with the requirements of this Agreement for the preservation and restoration of the Heritage Building.
25. The City shall execute and deliver to the Owner a discharge of the covenant described in section 24 above on the request of the Owner, if the Owner has complied with the requirements of this Agreement for the preservation and restoration of the Heritage Building.
26. Nothing in this Agreement commits the Approving Officer to approve the proposed subdivision of the Land.

Inspection

27. Upon request by the City, the Owner shall advise or cause the Registered Professional to advise, the City's Climate Action, Planning and Development Department, Planning Division, of the status of the Work.
28. Without limiting the City's power of inspection conferred by statute and in addition to such powers, the City shall be entitled at all reasonable times and from time to time to enter onto

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

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

Conformity with City Bylaws

30. The Zoning Bylaw is varied and supplemented in its application to the Land in the manner and to the extent provided and attached as Appendix 7
31. The Owner acknowledges and agrees that, except as expressly varied by this Agreement, any development or use of the Land, including any construction, alteration, rehabilitation, restoration and repairs of the Heritage Building or New Buildings, must comply with all applicable bylaws of the City.

No Application to Building Interiors

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

Enforcement of Agreement

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

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

Statutory Authority Retained

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

Indemnity

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

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

41. In no case shall the City be liable or responsible in any way for:

- (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that be suffered or sustained by the Owner or by any other person who may be on the Land; or
- (b) any loss or damage of any nature whatsoever, howsoever caused to the Land, or any improvements or personal property thereon belonging to the Owner or to any other person,

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

No Waiver

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

Interpretation

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

Headings

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

Appendices

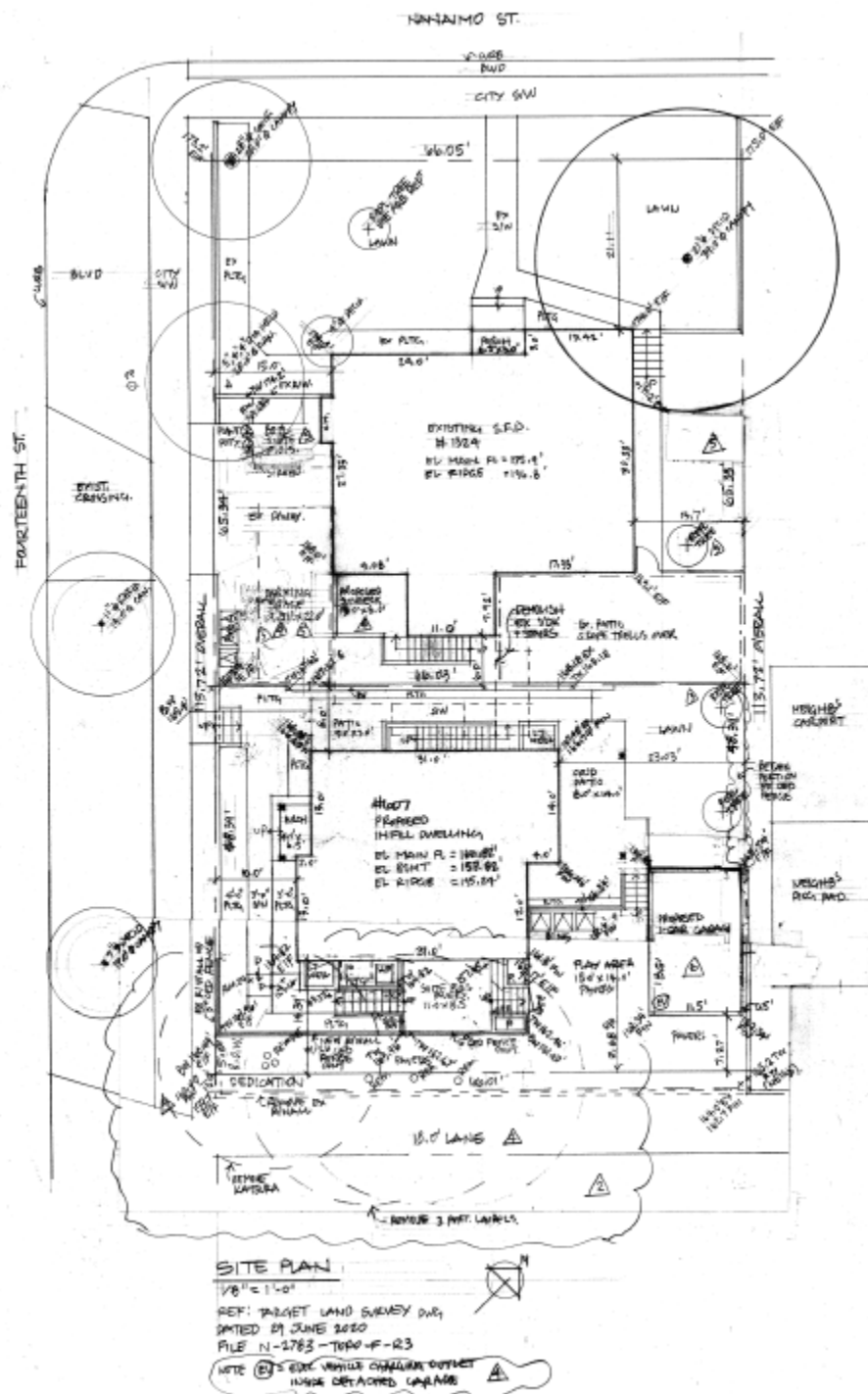
45. All appendices to this Agreement are incorporated into and form part of this Agreement.

Number and Gender

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

Jacqueline Killawee, City Clerk

SITE PLAN



APPENDIX 2

CONSERVATION PLANS

HERITAGE CONSERVATION PLAN

1324 Nanaimo Street, New Westminster BC
Claude and Ruth Larson House ~ 1944



CONSERVATION OBJECTIVE

The Claude and Ruth Larson Residence will continue on its original site with its single-detached, residential use. The heritage house will retain its corner location on Nanaimo and Fourteenth but may undergo some alterations or removal at the back to accommodate adequate setbacks for the subdivision of the southern portion of its original lot as part of a heritage retention development incentive.

Restoration is the objective for extant original exterior elements which require basic maintenance and repair.

BUILDING DESCRIPTION

The Claude and Ruth Larson Residence is a one and one-half storey (plus basement), wood-framed house with embellished facade and side elevations. It has a steeply pitched main gable roof, ridgeline parallel to the street with an intersecting medium pitched gable on the front in the form of a projecting vestibule.

The building style, English Revival bungalow, was widely featured in period catalogues of prefabricated homes—from companies such as Sears in the first half the 20th century and was especially popular in the 1930s and 40s. The bungalow's informal, cottage-like scale, asymmetrical massing and horizontal orientation made it a popular design within the revival architectural trend in the Lower Mainland during these decades.

The exterior features stucco cladding on all levels. Simple, square-edge exterior trims are framed with a back band moulding around windows, doors and at fascia boards. Wood segment-top windows (casement and double hung varieties) in varying assortments of single, double and triple bands are present on all four elevations. The facade windows on the main level feature divided-light, leaded upper sashes with art glass. On the facade there is also a round, leaded glass window at the projecting gable, upper level.

Roofs feature design elements common to the English Revival bungalow tradition including restrained overhangs and a combination of steep and medium slopes.

CONDITION ASSESSMENT

Overall the building is generally in good condition and no immediate work is needed to stabilize the building.

a. Structure

The exterior building lines are true to the eye, there is no visual evidence of structural distortion or obvious failures.

b. Foundations and Masonry

Concrete foundations appear sound and there is no evidence of moisture damage in the basement. Both interior and end wall chimneys are presenting some mortar failure and are in need of eventual repointing.

c. General Wood Elements

Non-invasive inspection did not expose any areas of rot in wood elements. Facia boards and all windows sills are in poor condition requiring eventual detailed repair, caulking and repainting.

d. Roofing

The roof, which is currently covered in contemporary asphalt roofing shingles, will be soon in need of replacement due to its deteriorated state and age (over 20 years) although it is currently intact and not leaking. Rainwater works are deteriorated and need eventual replacement. Attic spaces do not appear to have sufficient Code required venting.

e. Windows and Doors

Original wood windows, present on all levels and elevations, appear to be in good condition overall, requiring eventual general maintenance. The only exception is the round window at the gable peak above the entrance which has bowed and needs eventual repair as does its hardware and opening mechanism. Windows at the basement level are a combination of replacement sashes and new units. The back (south) of the house has a mix of original wood windows on the second floor and aluminum windows on upper level dormer. The wooden front door with cottage style hardware are in restorable condition. Window and door frames are in poor condition requiring eventual detailed repair, caulking and repainting. Special attention should be directed to the areas where the back band moulding and the stucco cladding meet to make sure there is no undetected moisture penetration or wood rot. Some of the deteriorated back band mouldings will need replacing in kind. A thorough re-caulking job around all windows and doors (including proper removal of old caulking) is necessary both at the carpentry and painting stage of the trim restoration.

f. Cladding

The stucco cladding is generally in good condition. There are some areas in the soffits where small pieces have fallen off. These areas should be investigated and eventually repaired.

RECOMMENDED CONSERVATION PROCEDURES

The following procedures are according to conservation standards for historic buildings as established by the Parks Canada, Historic Places Initiative (HPI) and listed in Standards & Guidelines for the Conservation of Historic Places in Canada.

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

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

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

a. Structure - Preservation:

- As no change is planned for the existing house, its form and framing on the north, east and west should be preserved (protected, maintained and stabilized). The back side of the house has several additions (sunroom addition, dormer*, deck and garage under deck) which could be removed or altered as per subdivision requirements.

*If the dormer is to be retained it should maintain its wood siding cladding as it was originally designed in the late 1960s, painted in the same colour of the house body. New windows on the dormer, if existing aluminum windows fail, could be wood or aluminum.

b. Roof and Rainwater Works - Rehabilitation:

- The existing roof is over 20 years old and should be replaced with a similar style asphalt shingle roof. The roof colour should be significantly darker than the body of the house.
- Replace rainwater works with continuous aluminum square downspouts in body or trim colour

c. Masonry and Foundation – Reconstruction and Preservation:

- Repair and repoint deteriorated chimneys. Remove stucco from end-wall chimney to reveal and restore its brick construction

- Preserve stucco cladding repairing with care where needed
- Preserve concrete front steps repairing with care where needed

d. Trimwork and fascia boards - Restoration:

- Repair or replace in kind (wood species, profile and finish) deteriorated or damaged exterior trims, only where and if beyond repair.
- Epoxy consolidants (Rot-Fix or equal) are acceptable for in situ repair of wood members

e. Front Porch - Preservation & Restoration:

- Preserve and retain front porch elements and organization

f. Windows and Doors - Restoration:

- Original wood casement windows and art glass windows are to be retained in their original locations and repaired as necessary by a knowledgeable tradesperson who understands old windows, their construction and repair. Installing interior or exterior storm windows to improve energy efficiency is an option if required.
- An alteration at the ground level entrance on the west side of the house introduced a highly visible fiberglass door and glass block window - modern elements that clash with the consistency of the otherwise original wooden doors and windows on the other visible elevations. The recommended strategy here would be the eventual replacement of this newer current door and glass block window with replica wooden assemblies - a wooden segment-top window (double or single) to replace the glass block window, (replicating one of the windows above on this same elevation) and a wooden age-appropriate entry door. If the chosen replica door has panelling or glazing it should replicate the front door long vertical panels and arched light.

g. Finishes - Restoration:

- The current colour scheme could be maintained although when restoration work is carried out on the house an opportunity arises to reintroduce an authentic historical 1940s exterior paint scheme. Mid-Century colour palettes have been researched and produced by companies such as California Paints or Sherwin Williams.

A potential colour scheme, appropriate both to the age and design of the house, by California Paints from its Mid-Century Modern Colors 1940 - 1960 palette could be:



Body: Bauhaus (light pearl-grey)



Trim and front door: Greenberg



Window sash and back band trim: Gropius White
(glossy on window sash)

The roof colour should be significantly darker than the body of the house. To match the above scheme it could be black or a dark grey.

FUTURE CHANGES

Changes to the building configuration, especially additions, should be carefully considered for minimal affect on the Heritage Values as embodied in the Character-Defining Elements (CDE) listed in the Statement of Significance.

Proposed changes to the house would be acceptable at the back of the house. The existing rear additions at the back (sunroom addition, dormer*, deck and garage under deck)) are not visible from the principle street and thus could be retained or removed.

*If the dormer is to be retained it should maintain its wood siding cladding as it was originally designed in the late 1960s, painted in the same colour of the house body. New windows on the dormer, if existing aluminum windows fail, could be wood or aluminum.

The changes listed below are considered reasonable interventions given generally accepted conservation standards, rehabilitation needs for proposed uses and site conditions, technical and deterioration shortcomings, and the realities of achieving heritage retention through development incentives.

Proposed Alterations:

- Excavate the front yard on the eastern side of the house to provide an off site parking space at this side of the house in lieu of possible garage loss at the back of the house

MAINTENANCE PLAN

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

As general upkeep is frequently overlooked and will lead to deterioration of heritage resources, maintenance standards warrant special attention. Any building should be kept in a reasonable condition so it continues to function properly without incurring major expenses to repair deterioration from neglect. To avoid compounding problems a continuity of informed supervision of assessments and repairs is essential.

A periodic Condition Survey by a Heritage Professional will enable the owner to anticipate and budget for upcoming repair or replacement work. The most frequent source of deterioration problems are from poorly maintained roofs, rainwater works and destructive pests.

Establish a maintenance plan using the information below:

Maintenance Checklist:

a. Site

- Ensure site runoff drainage directed away from buildings.
- Maintain min. 2 foot clearance between vegetation and building face and a 12 inch wide gravel strip against the foundation in planted areas.
- Do not permit vegetation (vines, etc.) to attach to the building.
- Keep tree branches pruned so they don't overhang roofs.
- Ensure roots from large trees to not stress and deform building foundation, or damage perimeter drainage piping.

b. Foundation

- Review exterior, and interior where visible, for signs of undue settlement, deformation or cracking of foundation and if encountered seek advice from Professional Engineer.

- Ensure perimeter drainage piping is functioning satisfactorily by flushing and/or professional inspection every 3-5 years.
- Inspect basement interior for signs of moisture migrating through foundation walls or the slab-on-grade in the form of efflorescence (a white powder on concrete) or staining of finishes. A "smell test" for musty air can indicate a moisture problem.

c. Masonry

- Review structural integrity for deformation, leaning, cracked bricks and if encountered seek advice from Professional Engineer as may be related to foundation problem.

d. Wood Elements

- In the wet coastal climate of British Columbia maintaining integrity of exterior wood elements is critical in preventing water ingress into buildings.
- Annually inspect wood elements for signs of deterioration mechanisms, identify source of problem and take corrective repair/replacement action:
 - o wood in contact with ground or plantings;
 - o excessive cupping, loose knots, cracks or splits;
 - o open wood-to-wood joints or loose/missing fasteners;
 - o attack from biological growth (moss, moulds, etc.) or infestations (carpenter ants, etc.);
 - o animal damage or accumulations (chewed holes, nesting, bird/rodent droppings) USE
 - o signs of water ingress (rot, staining, mould, infestation).
- Closely inspect highly exposed wood elements such as porches, railings and stairs for deterioration. Anticipate replacement in kind of these elements every 10-15 years.
- Inspect paint finishes every 3-5 years and expect full repainting every 7-10 years. Look for:
 - o bubbling, cracks, "alligatoring" or crazing, wrinkles, flaking, peeling or powdering;
 - o excessive fading of colours, especially dark tones;
- Note repainting shall be in historic colours approved for the HRA unless altered by Heritage Alteration Permit (HAP) issued by the Local Authority.

- Inspect visible caulking joints for continuity and shrinkage. Expect to redo caulking every 3-5 years.
- Review metal flashings to ensure water runoff properly directed to the exterior and that flashing joints are intact.

e. Windows and Doors

- Annually check integrity of window glazing putty for drying, cracking or loss.
- Replace cracked or broken glass as it occurs.
- Check satisfactory operation of windows and doors. Poor operation can be a sign of building settlement distorting the frame, or sashes or doors may be warped.
- Check condition and operation of hardware for rust or breakage. Lubricate annually.
- Inspect weather stripping for excessive wear and integrity.

f. Roofing and Rainwater Works

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

g. General Cleaning

- Building exterior should be regularly cleaned depending on build up of atmospheric soot, biological growth and/or dirt up-splash from ground.

- Cleaning prevents buildup of deleterious materials which can lead to premature and avoidable maintenance problems.
- Windows, doors and rainwater works should be cleaned annually.
- When cleaning always use gentlest means possible such as soft bristle brush and low-pressure hose. Use mild cleaner if necessary such as diluted TSP or Simple Green®.
- Do not use high-pressure washing as it will lead to excessive damage to finishes, seals, caulking and wood elements, and it will drive water into wall assemblies and lead to bigger problems.

Addendum
1324 Nanaimo Street
New Westminster, BC

July 14, 2020

With permission from Elana Zysblat, who wrote the Heritage Conservation Plan (the Plan) for 1324 Nanaimo Street in 2015, Julie Schueck Heritage Consulting has reviewed the Plan against the new Heritage Revitalization Agreement (HRA) proposal and has identified the following updates. The other items in the Plan which are not referenced in this addendum, remain valid.

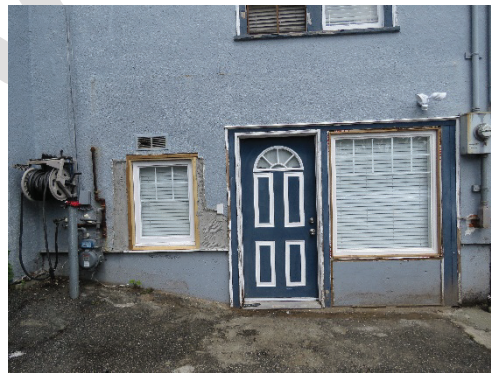
Non-historic Windows

The Heritage Conservation Plan identifies that the basement-level windows are a combination of replacement sashes and new windows. Since the writing of the Plan, the two basement windows adjacent to the door of the secondary suite (on the southwest elevation adjacent Thirteenth Street) and the basement window on the rear (southeast) elevation, have all failed and required immediate replacement. They were removed in July 2020 and replaced with new windows. Note that the window to the left of the door has been enlarged (see photos below).

Given that these windows were not historic and were not in keeping with the historic design of the house, the Heritage Conservation Plan identified that they should be replaced with more appropriate and compatible new windows. The new windows installed this month do not conform to the Heritage Conservation Plan and the applicant is willing to replace them with windows that replicate the historic style and pattern of the historic windows.



Non-historic windows, before replacement (March 2020)



Replacement windows. (July 2020)

July 2020

1

Historic Windows and Front Door

As noted in the Heritage Conservation Plan, most of the window sills and frames of the historic windows are in poor condition and require repair. All of the historic windows and the original front door should be assessed by a qualified historic window/door expert. It is important that a company with good experience restoring historic windows and doors be engaged for this work. It is equally important that a company that primarily does reproduction work is not hired, as they will not have the experience required. The windows and front door look to be repairable and can be made energy efficient if requested, without damaging the physical elements that give them their historic character and value. In some cases, an experienced restoration company will do an assessment without charge if there is a possibility that they will be awarded the contract.

The most qualified window/door restoration companies, in the opinion of this author, are:

Vintage Woodworks
Rusty Hadley
604-767-4080
rusty@vintagewoodworks.ca

Sashmasters Windows and Doors
Jordan Lipsett
604-783-4700
heritagewindow@gmail.com

Exterior Colour Scheme

The colour scheme, using colours from California Paints, suggested in the Heritage Conservation Plan is:

Body: Bauhaus (light pearl grey)
Trim and Front Door: Greenberg (dark green/blue)
Window Sash and Back Band Trim: Gropius White (glossy on window sash)
Roof: Black or dark grey

Since the writing of the Plan, a sample of an earlier paint colour on the stucco has been found. It is a white colour; therefore, the following exterior colour scheme, also using California Paints¹, is now proposed:

Body: Modern White or Gropius White
Trim and Front Door: Greenberg (dark green/blue)
Window Sash & Back Band Trim: Film Noir (black - glossy on window sash)
Roof: Black or dark grey

Please note that the brand of the paint is less important than the quality of the paint. Additionally, the proper preparation of the surfaces and the expertise with which the paint is applied is also particularly important. A professional painter with experience painting historic buildings, and in particular stucco, should be retained when the building is ready to be painted.



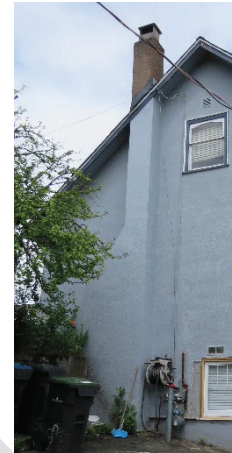
¹ <https://www.californiapaints.com/find-my-color/digital-fan-deck/>

Roof

The Heritage Conservation Plan stated that the asphalt roof was in poor condition. It appears that this roof was replaced at some point between 2015 and 2020. The current roof is in good condition and need only be maintained until it needs replacing.

Chimney

The chimney is clad in stucco. As the stucco matches that on the house, it would have been applied at the same time, thus giving it equal heritage value. The Plan suggests removing the stucco from the chimney to expose the brick, and while a valid suggestion, experience has shown that removing stucco from brick can result in damage to the brick. It is the recommendation of this author that the stucco remain on the chimney because of its historic value and to protect the brick from unintentional damage that removing the stucco might cause.



Off-street Parking

The Plan suggests excavating the front yard and providing off-street parking on the (north)east side of the house. This would require a new crossing over the sidewalk along Nanaimo Street and would not be suitable. Off-street parking should continue to be accessed from Thirteenth Street, or the requirement for parking for the heritage house be relaxed through the HRA. Off-street parking for the new house would be from the rear lane.

Other

Wiring: there is some wiring from past updates that is currently attached to the exterior of the house. The applicant would like to relocate these wires, where appropriate, to a less obvious place.



Soffit repair: some of the soffits are in need of repair and this work will be carried out in the short term.



Current Photographs: July 2020 by Julie Schueck



Front (northwest) Elevation



Rear (southeast) Elevation



Side (southwest) Elevation



Side (northeast) Elevation

Addendum #2
1324 Nanaimo Street
New Westminster, BC

December 17, 2020

With permission from Elana Zysblat, who wrote the Heritage Conservation Plan (the Plan) for 1324 Nanaimo Street in 2015, Julie Schueck of Schueck Heritage Consulting reviewed the Plan against the new Heritage Revitalization Agreement (HRA) proposal and provided an Addendum dated July 15, 2020. Since that time, more information has come forward regarding the paint scheme.

Exterior Colour Scheme

The colour scheme, using colours from California Paints, suggested in the Heritage Conservation Plan was:

Body:	Bauhaus (light pearl grey)
Trim and Front Door:	Greenberg (dark green/blue)
Window Sash & Back Band:	Gropius White (glossy on window sash)
Roof:	Black or dark grey

After the discovery of a sample of an earlier paint colour on the stucco, the applicant asked for the option of using this white colour for the stucco. As a result, Addendum #1 identified the following paint scheme, also based on the California Paint palette.

Body:	Modern White or Gropius White
Trim and Front Door:	Greenberg (dark green/blue)
Window Sash & Back Band:	Film Noir (black - glossy on window sash)
Roof:	Black or dark grey

California Paints is not available in Canada. Therefore, the colour schemes above have been matched to paints available through Sherwin Williams. As noted in the first Addendum, it is the quality of the paint that is important rather than the brand of the paint. Sherwin Williams is a good quality and is appropriate to use for this project. The following paint scheme, using Sherwin Williams, is recommended:

Body:	SW 7551 Greek Villa <u>or</u> SW 7757 High Reflective White
Trim and Doors:	SW6482 Cape Verde
Window Sash & Back Band:	SW 6258 Tricorn Black
Roof:	Black or dark grey

Julie Schueck

December 2020

1

APPENDIX 3

CONFIRMATION OF COMMITMENT BY REGISTERED PROFESSIONAL

Date: _____

City of New Westminster

511 Royal Avenue

New Westminster, BC

V3L 1H9

Attention: Director of Climate Action, Planning and Development

Re: Heritage Revitalization Agreement for 1324 Nanaimo Street

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

Registered Professional's Name

Address

Telephone No.

Signature or Seal

APPENDIX 4

CERTIFICATION OF REGISTERED PROFESSIONAL

Date: _____

City of New Westminster

511 Royal Avenue

New Westminster, BC

V3L 1H9

Attention: Director of Climate Action, Planning and Development

Re: Heritage Revitalization Agreement for 1324 Nanaimo Street

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

Registered Professional's Name

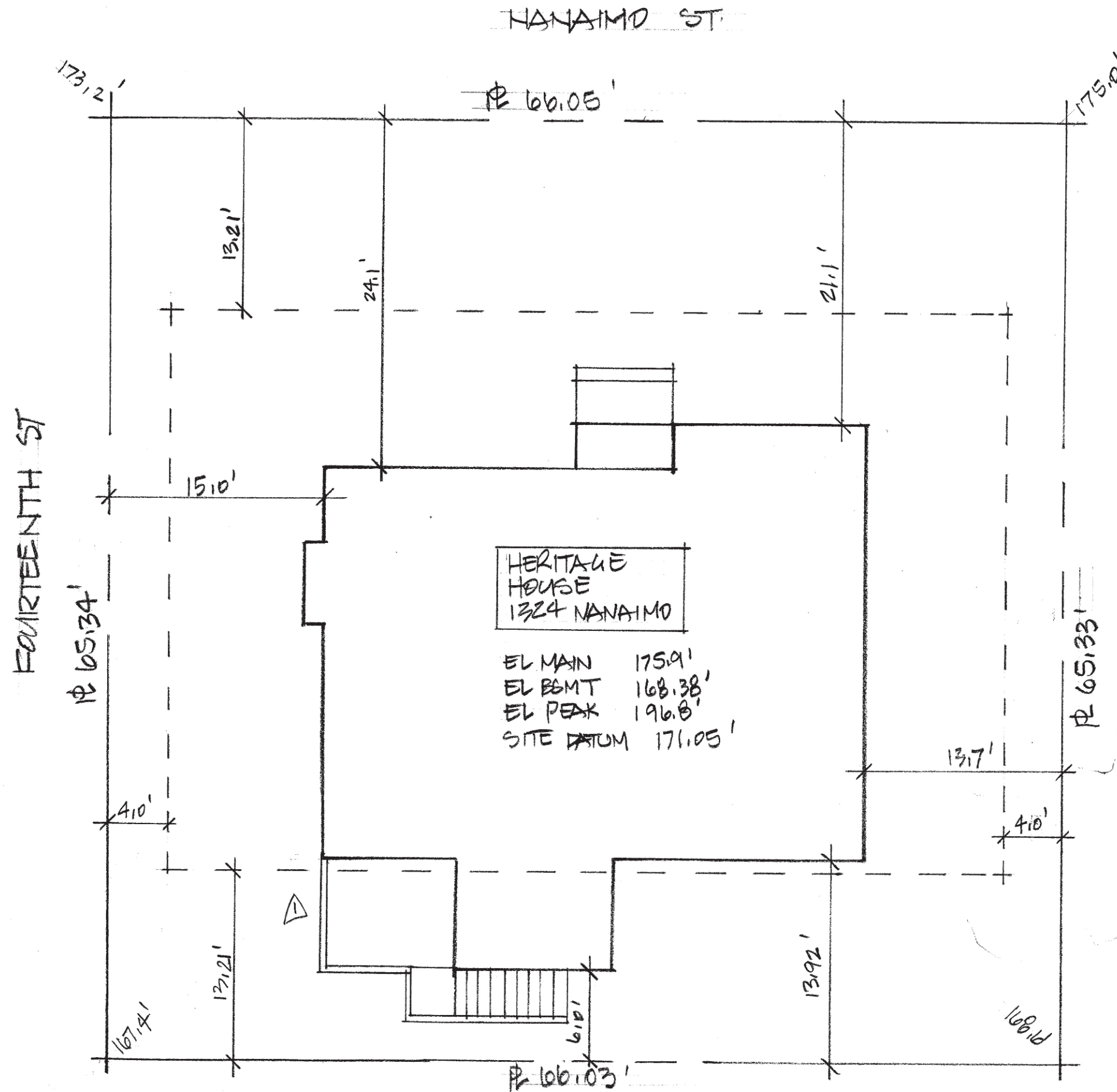
Address

Telephone No.

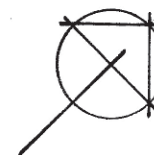
Signature or Seal

APPENDIX 5

APPROVED PLANS

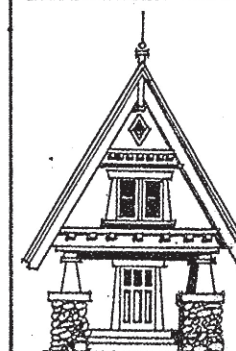


SITE PLAN (SIMPLIFIED)
1/8" = 1'-0"



1. REV'D + RE-ISS'D 24 FEB 22

LARSON HOUSE HRA
HERITAGE LOT SITE PLAN



ROBERT JOHNSON
ARCHITECT

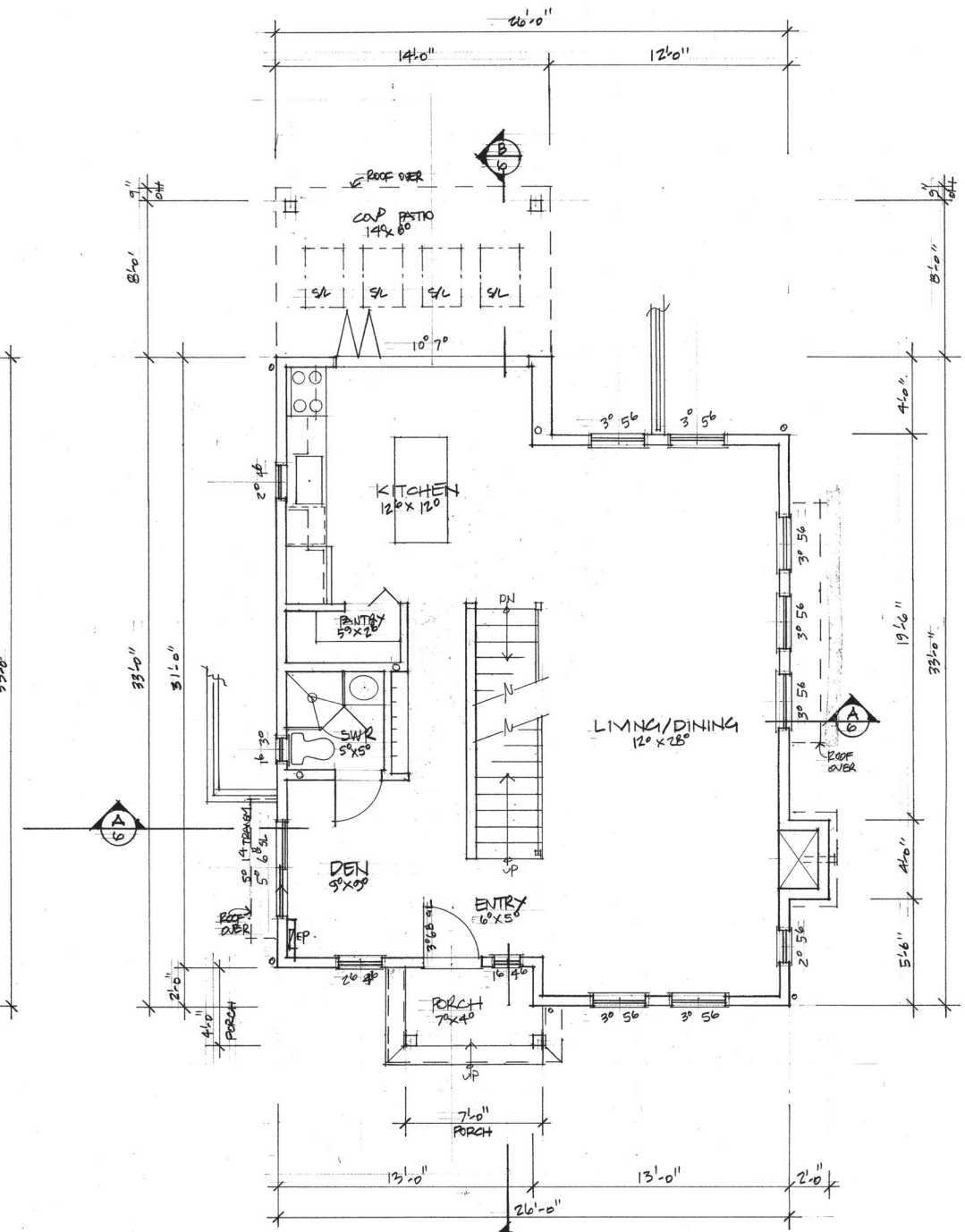
AIBC

821 Henley St., New Westminster, BC
V3M 4B8 T=604-520-3099

DWG
1
OF
1

20 OCT 21

REGISTERED ARCHITECT
ROBERT JOHNSON
STATE OF TEXAS
11/06/22
10/06/21



MAIN FLOOR PLAN

$1/4" = 1' - 0"$ 784.0 sq

HEAT = IN FLOOR HYDRONIC RADIANT.
HOT WATER = COMBO TANKLESS WTR HTR.
HVAC HEAT PUMP.

2. REVISED + RE-ISSUED 16 FEB 22
1. REVISED + ISSUED FOR HRA 16 DEC 20

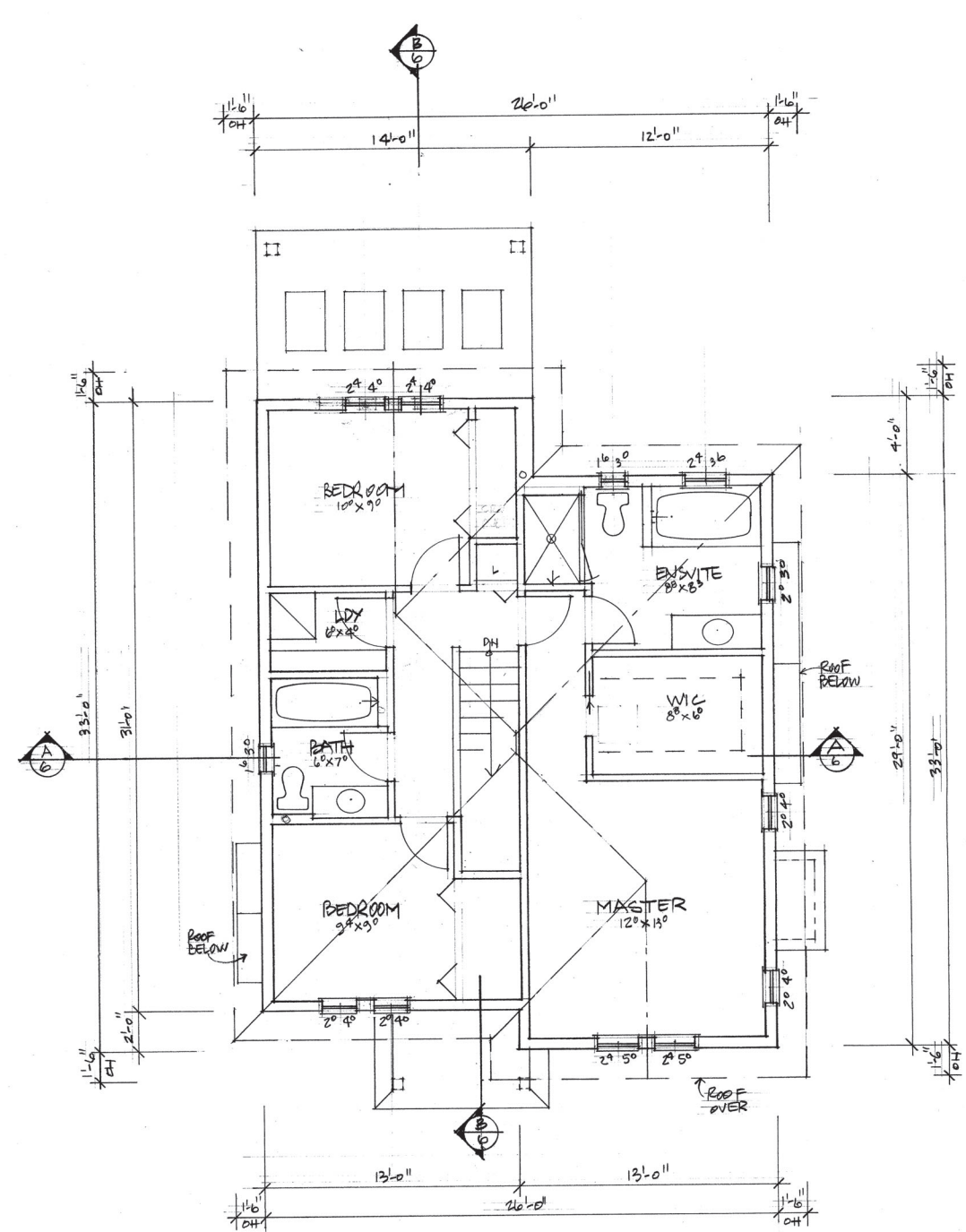
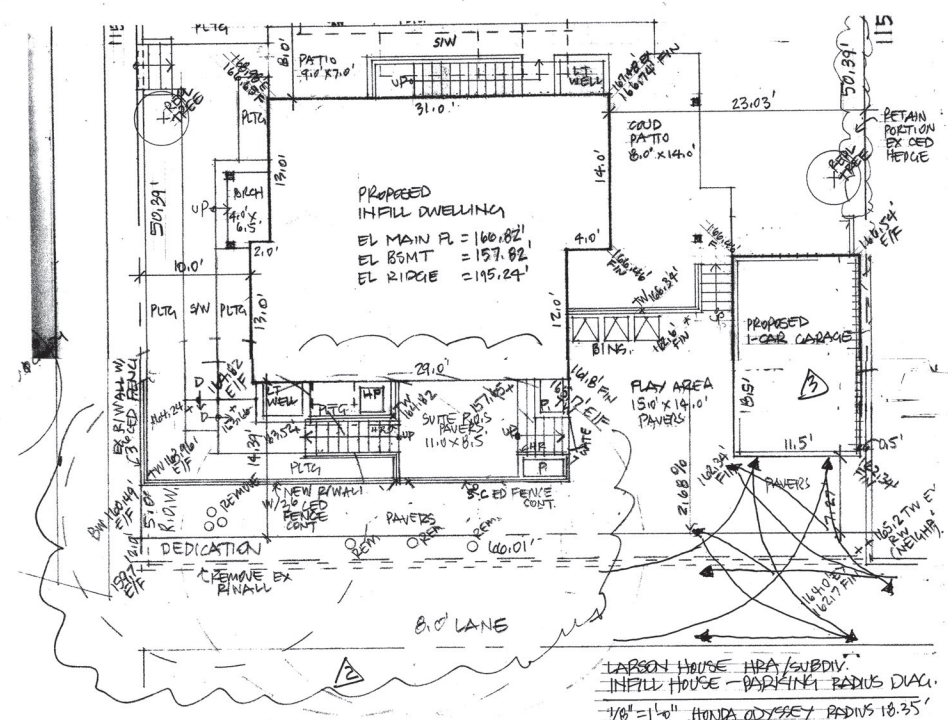
LARSON HOUSE
HRA / SUBDIVISION



ROBERT JOHNSON
ARCHITECT

AIBC
821 Henley Street, New Westminster, BC
V3M 4B8 Tel/Fax: (604) 520-3099

DATE: 27 NOV '20 DWG: 2 OF 14



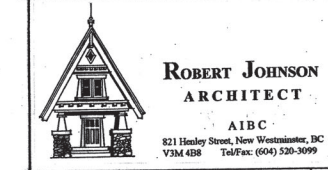
3. REV + RE-156D 16 FE 22

2. REV + RE-156D 20 SE 21

1. REV + 156D FOR HRA 16 DE 20

LARSON HOUSE

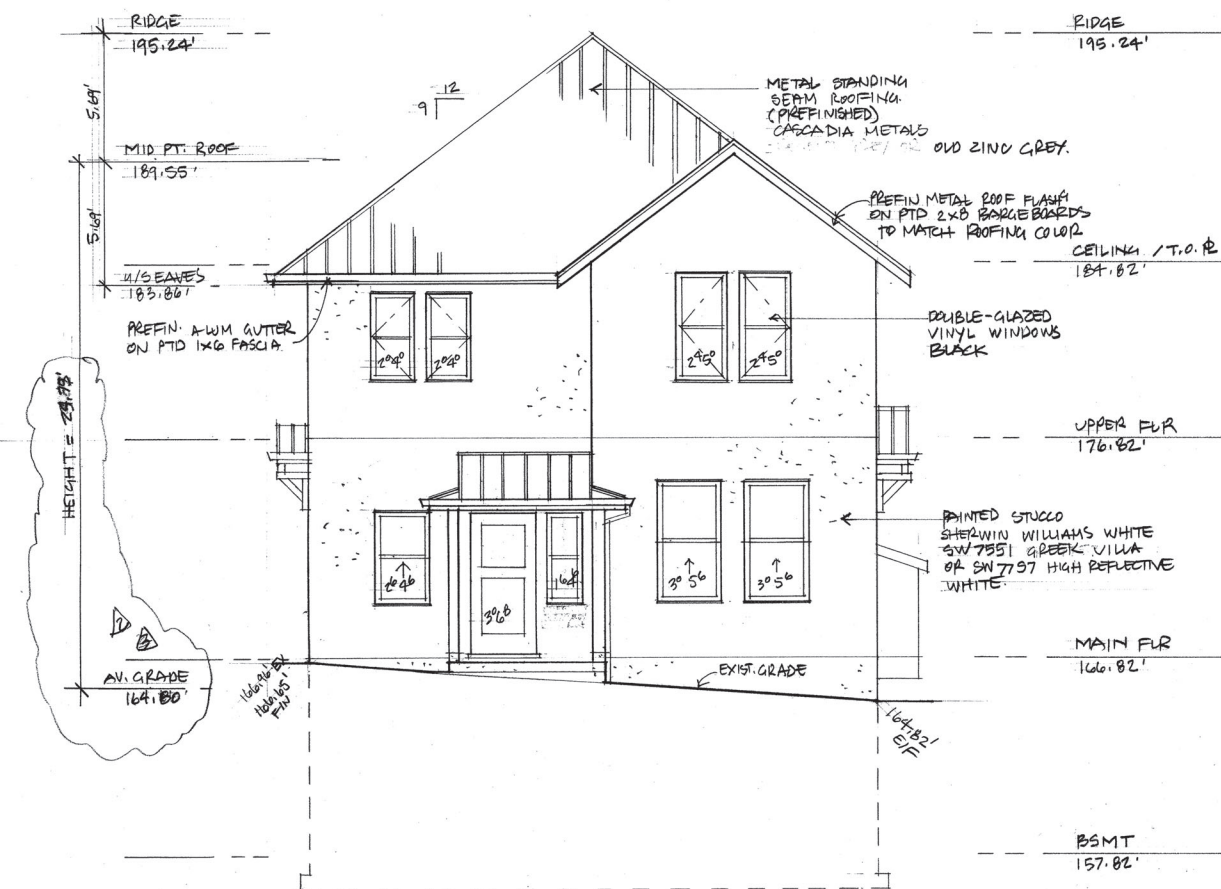
HRA/SUBDIVISION



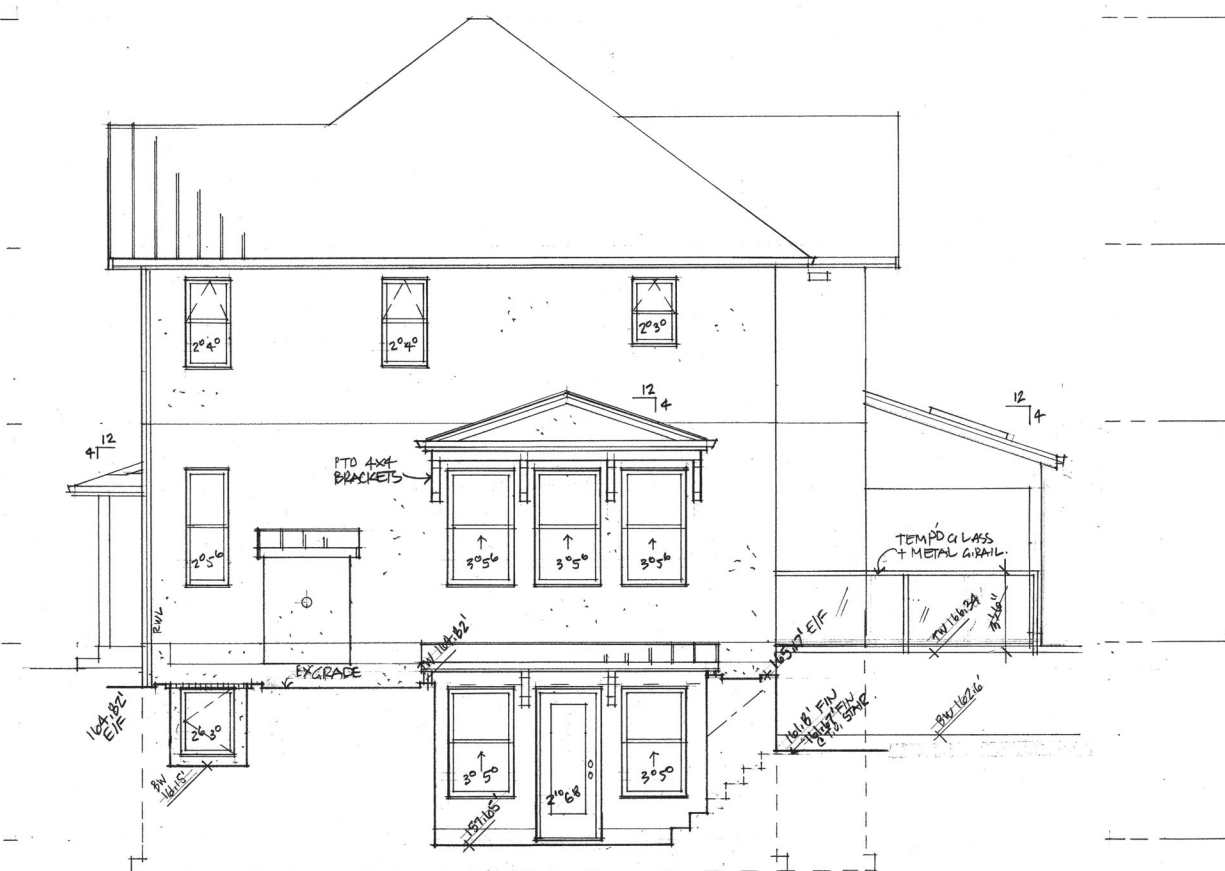
DATE: 27 NOV 20

3 OF 14

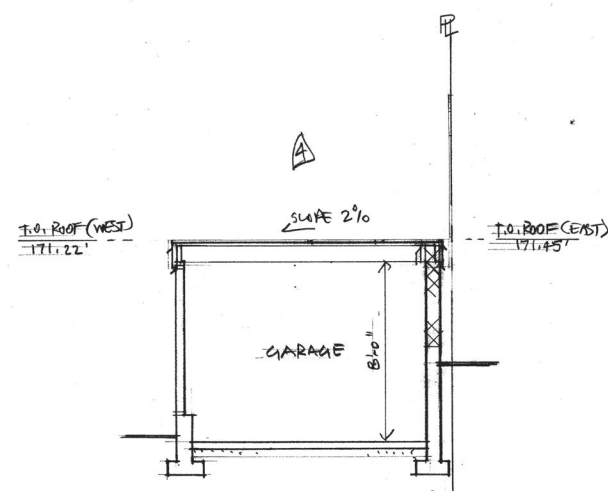




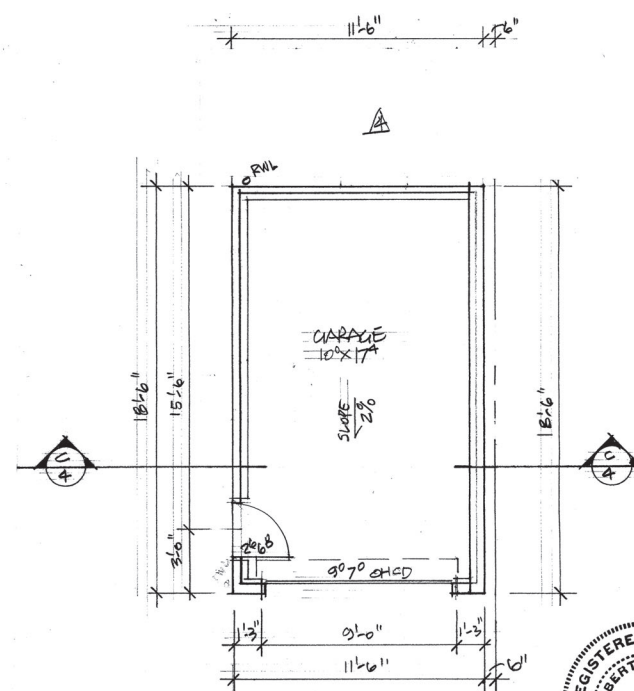
SOUTH WEST (FRONT) ELEVATION
1/4" = 1'-0"



SOUTH EAST ELEVATION
1/4" = 1'-0"



GARAGE-SECTION C-C
1/4" = 1'-0"



GARAGE-PLAN
1/4" = 1'-0"

- 4. REV'D + RE-ISS'D 16 FE 22
- 3. REV'D + RE-ISS'D 10 DE 21
- 2. REV'D + RE-ISS'D 20 SE 21
- 1. REV'D + ISS'D FOR HRA 16 DE 20

LARSON HOUSE
HRA / SUBDIVISION



ROBERT JOHNSON
ARCHITECT

AIBC
821 Hensley Street, New Westminster, BC
V3M 4B8 Tel/Fax: (604) 326-3099

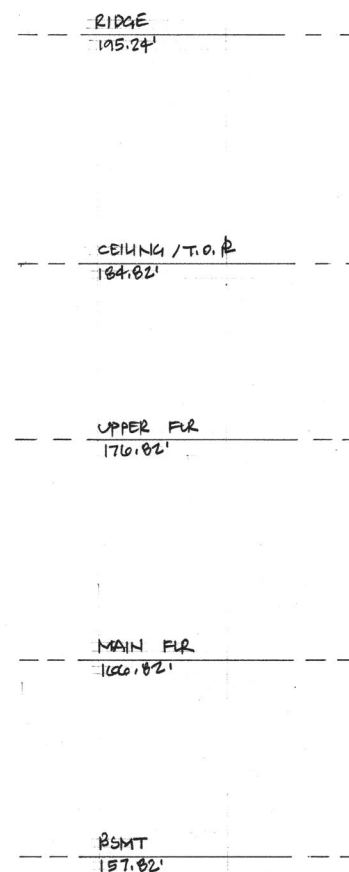
DATE: 27 Nov 20
DWG: 4
OF 11



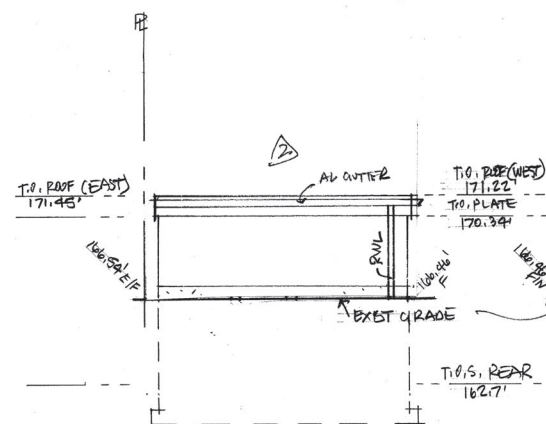
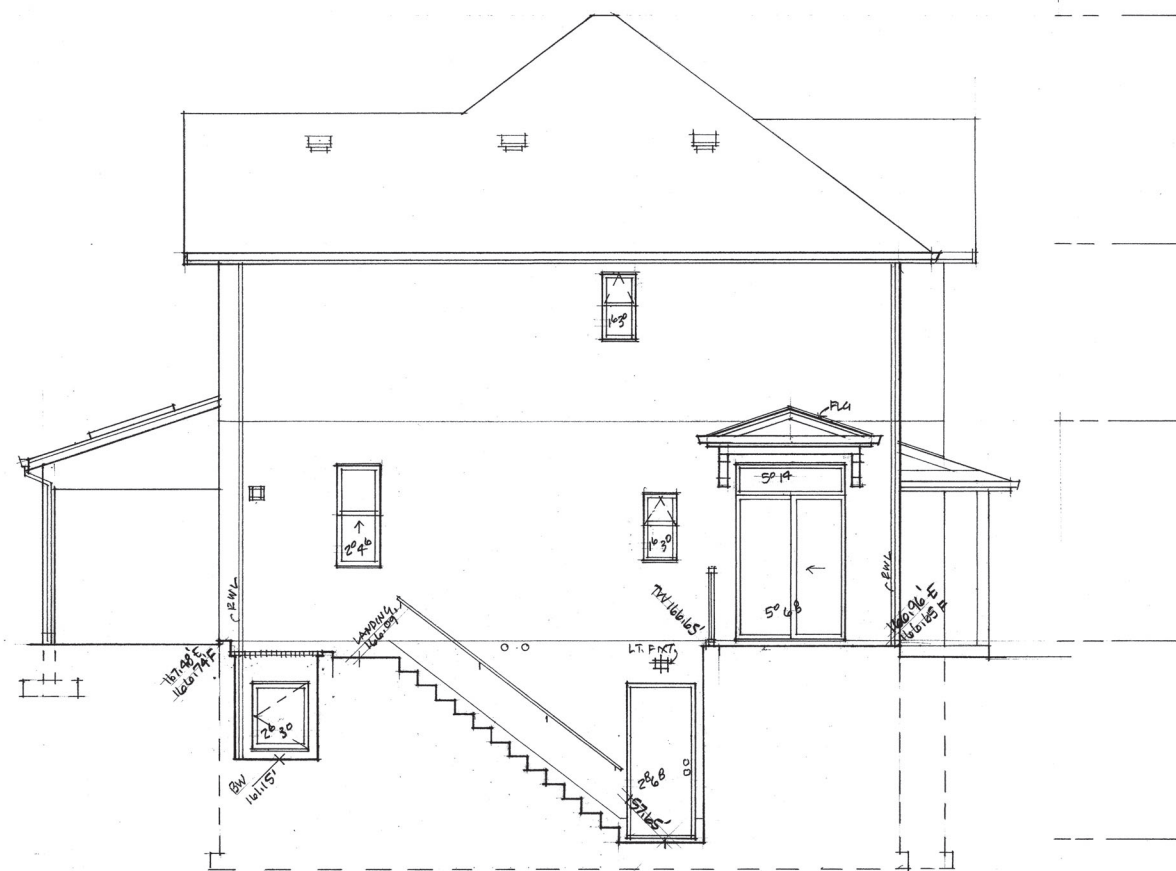
16 FE 22



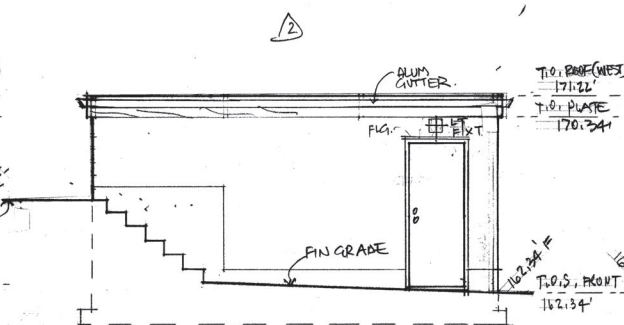
NORTHEAST ELEVATION
1/4" = 1'-0"



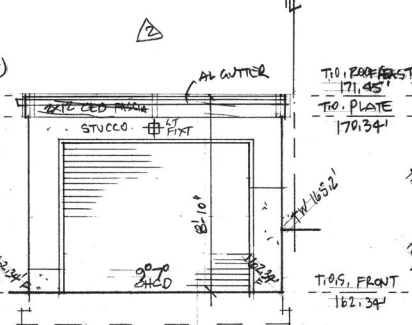
NORTHWEST ELEVATION
1/4" = 1'-0"



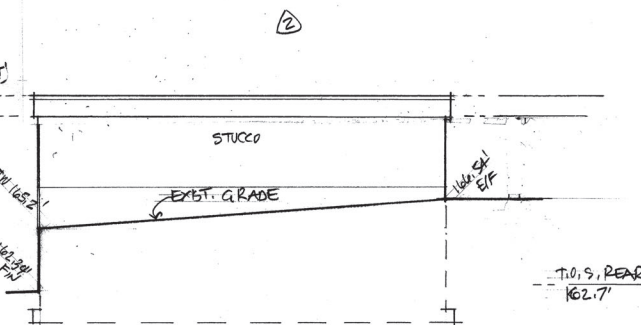
GARAGE - NORTHWEST ELEVATION
1/4" = 1'-0"



GARAGE - SOUTHWEST ELEVATION
1/4" = 1'-0"



GARAGE - SOUTHEAST ELEVATION
1/4" = 1'-0"



GARAGE - NORTHEAST ELEVATION
1/4" = 1'-0"

2. REV + RE-155P 16 FE 22
1. REV + ISSD FOR HRA 16 DE 20

LARSON HOUSE
HRA / SUBDIVISION

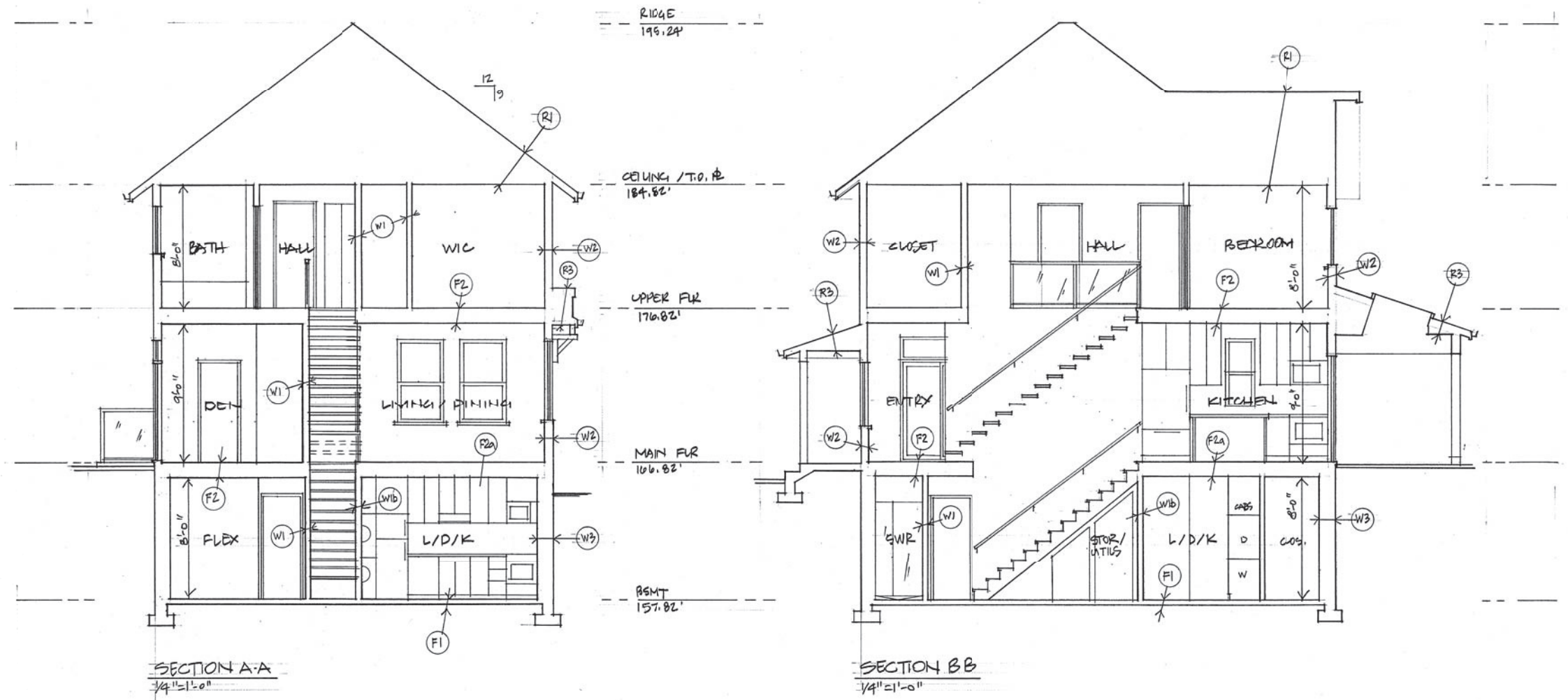


ROBERT JOHNSON
ARCHITECT

AIBC
821 Hensley Street, New Westminster, BC
V3M 4P8 Tel/Fax: (604) 520-3099

DATE: 27 MAR '20
DWG: 5
OF 10





1. REV + ISSD FOR HRA 16 DE 20

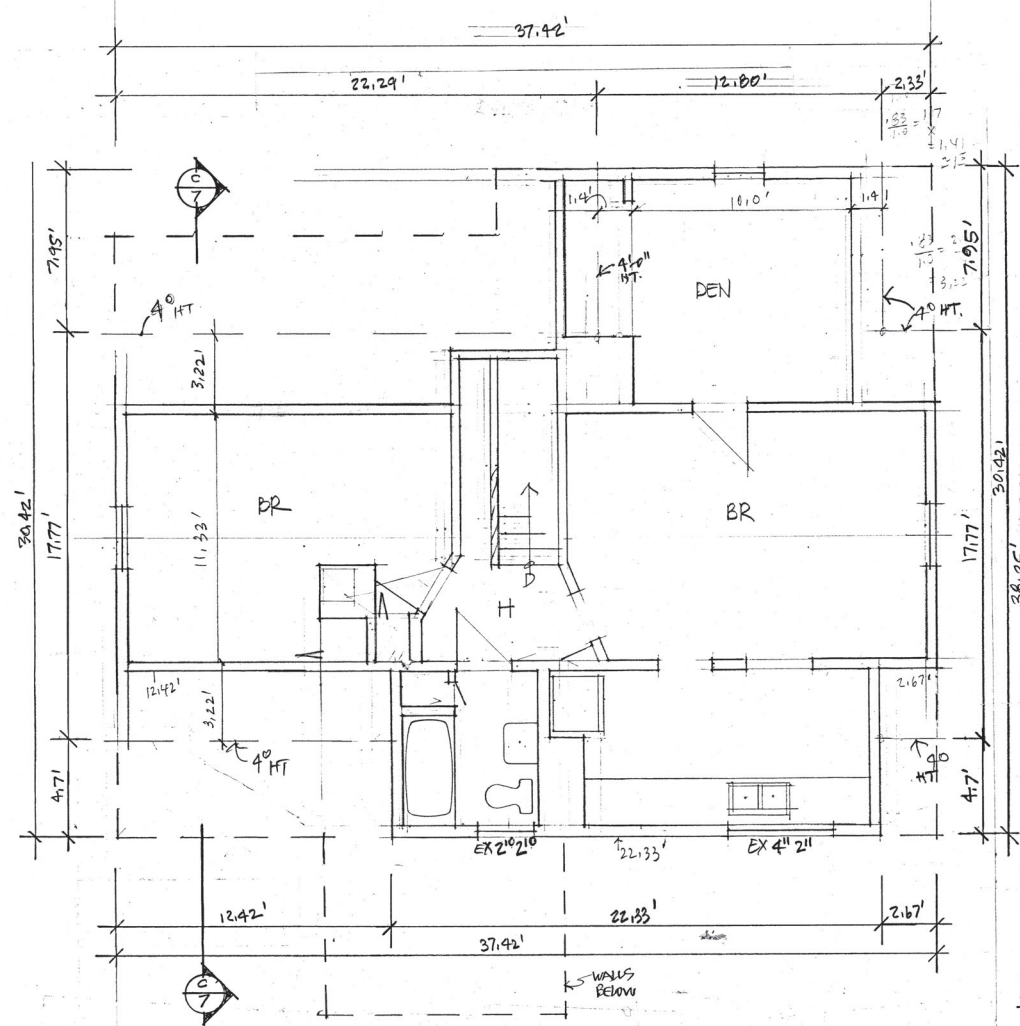
LARSON HOUSE
HRA / SUBDIVISION



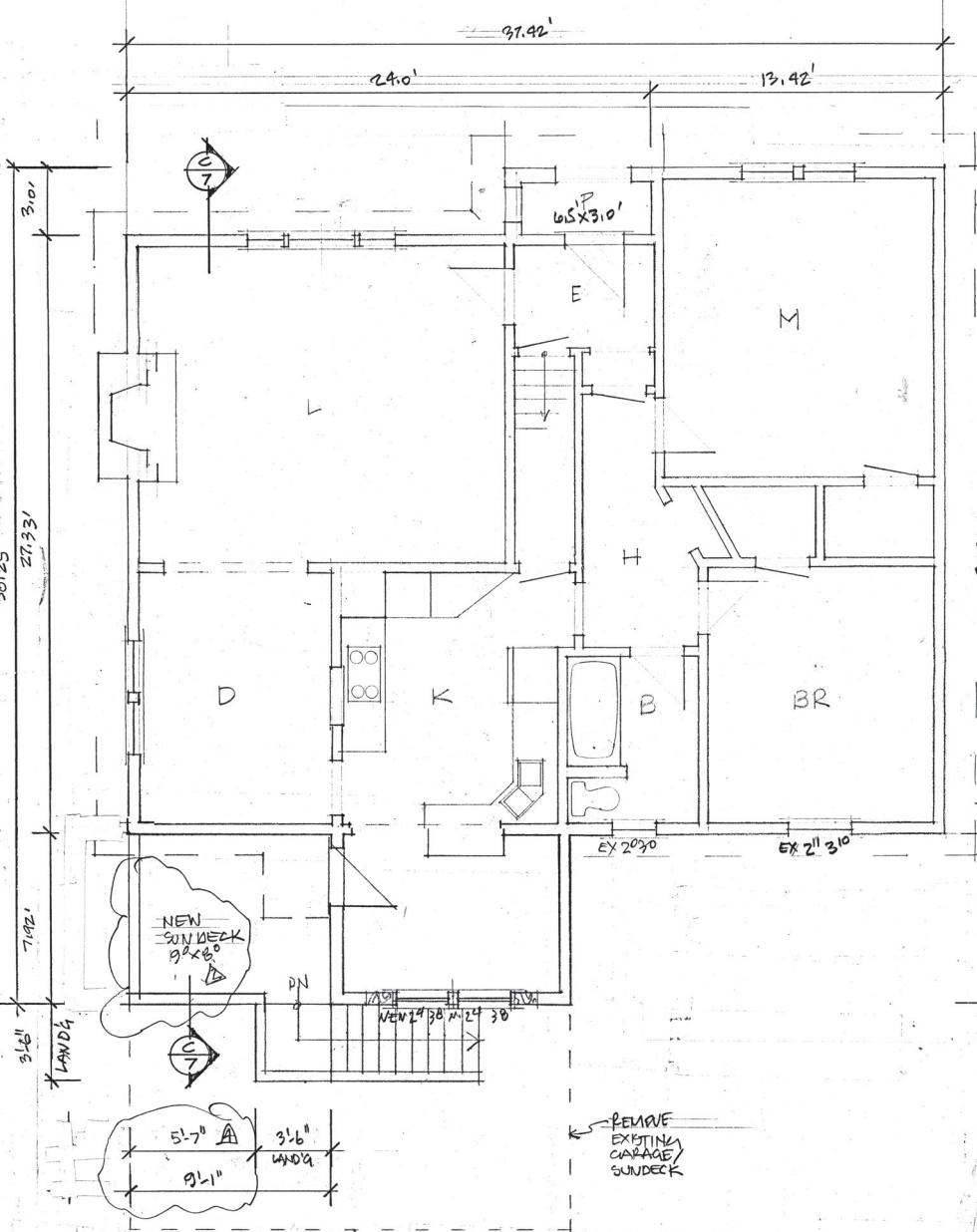
ROBERT JOHNSON
ARCHITECT
AIBC
821 Huxley Street, New Westminster, BC
V3M 4B8 Tel/Fax: (604) 520-3099



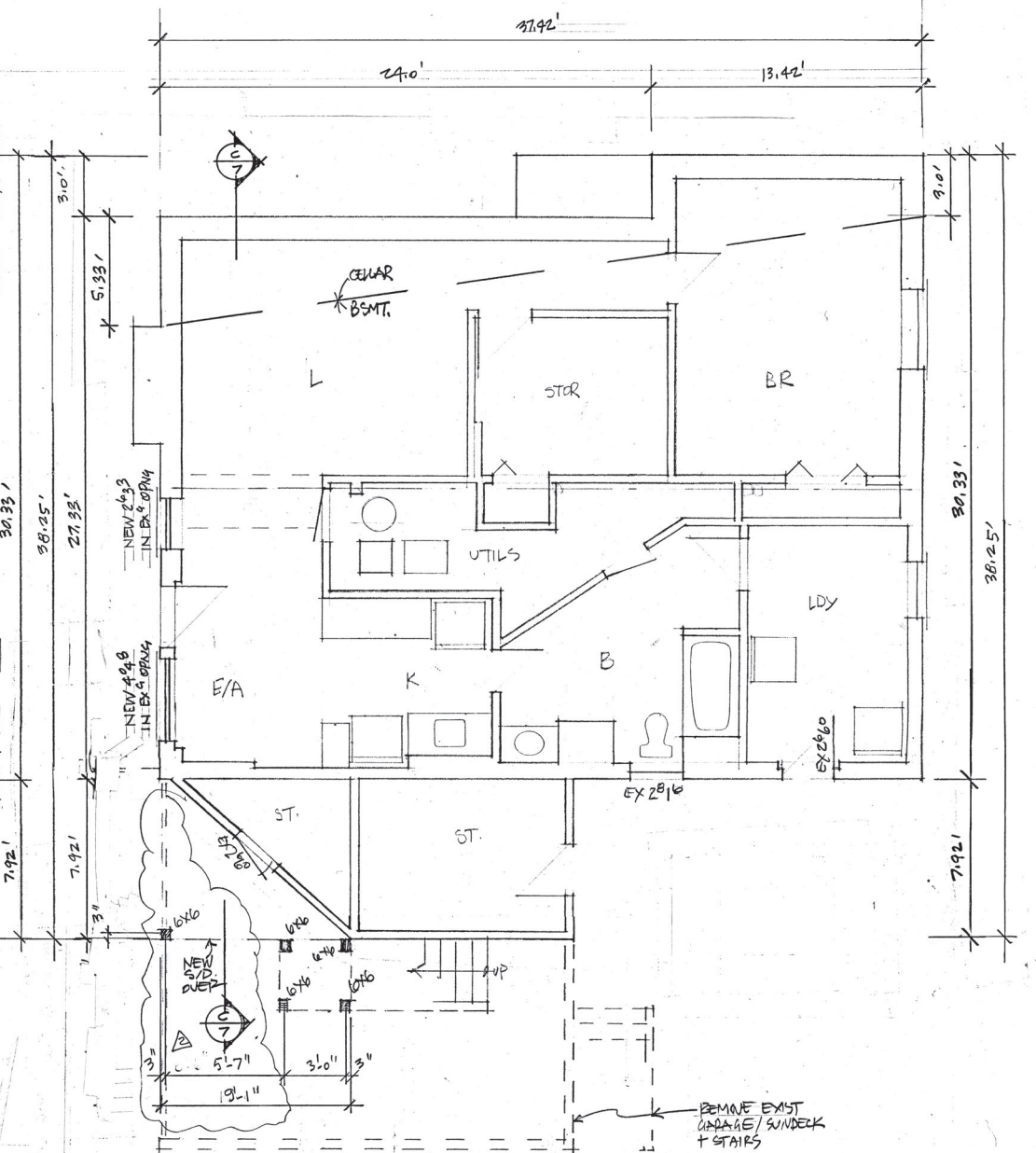
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DWG: 6
OF 14



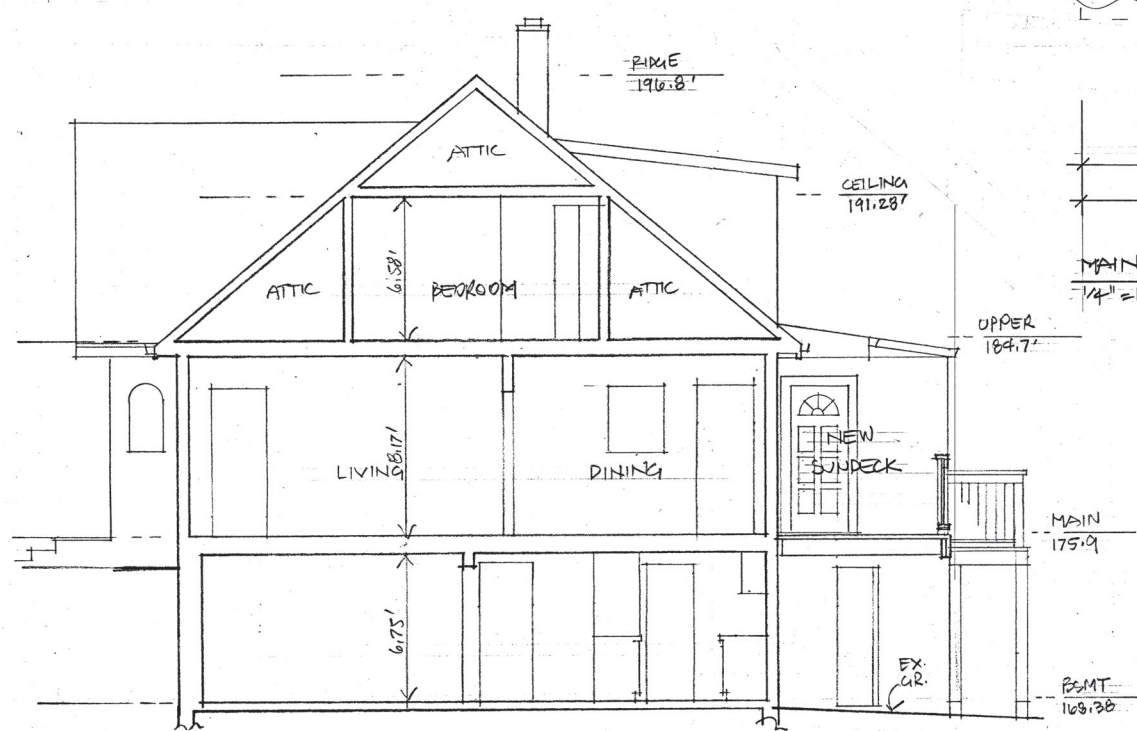
UPPER FLOOR PLAN - NO CHANGES
1/4" = 1'-0" 871.69 sq ft



MAIN FLOOR PLAN -
1/4" = 1'-0" 1150.116 sq ft



BASEMENT PLAN
1/4" = 1'-0" 1047.73 sq ft
SUITE = 873.8 sq ft



SECTION C-C
1/4" = 1'-0"

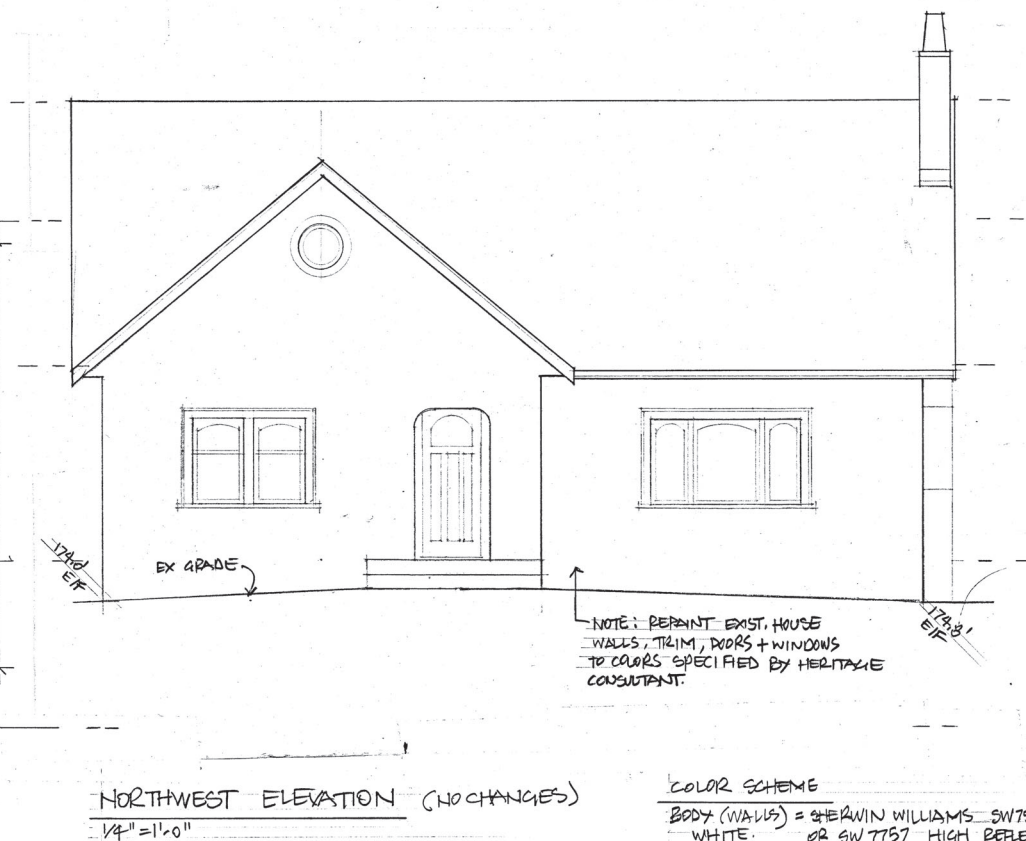


2 REVISED + RE-SSD 10 DE 21
1.150 FOR HRA 16 DE 20

LARSON HOUSE
HRA + SUBDIVISION
EXISTING HOUSE WY
PROPOSED CHANGES

ROBERT JOHNSON
ARCHITECT
AIBC
821 Hensley Street, New Westminster, BC
V3M 4B8 Tel/Fax: (604) 520-3099

DATE: DWG: 7
14 DE 20 CF 11



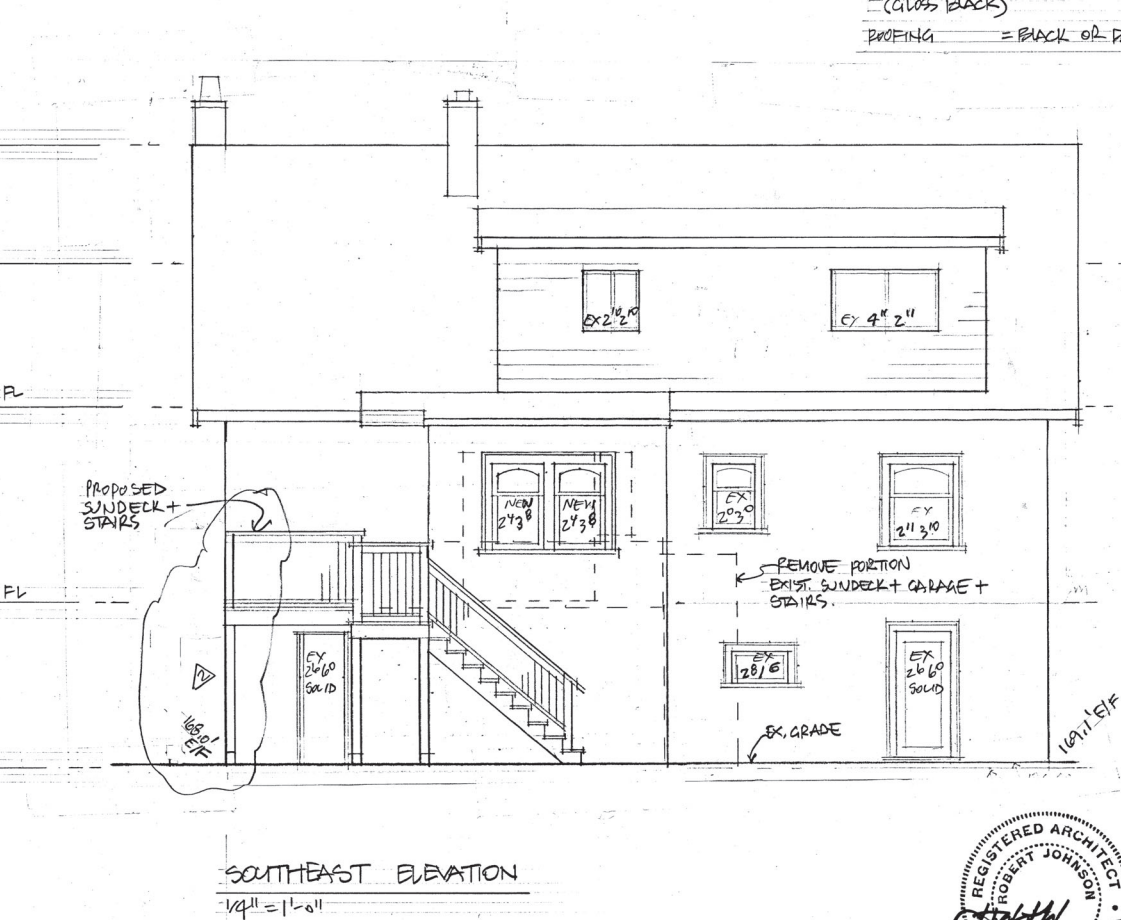
COLOR SCHEME

BODY (WALLS) = EHERWIN WILLIAMS SW7551 - GREEK VILLA WHITE
OR SW 7757 HIGH REFLECTIVE WHITE

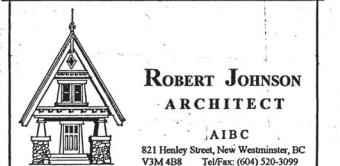
TRIM & DOORS = EHERWIN WILLIAMS SW 6482 CAPE VERDE (BLUE/GREEN)

WINDOW SASH & BACK BAND = EHERWIN WILLIAMS (GLOSS BLACK) SW 6258 TRICORN BLACK

ROOFING = BLACK OR DARK GREY ASPHALT SHINGLES

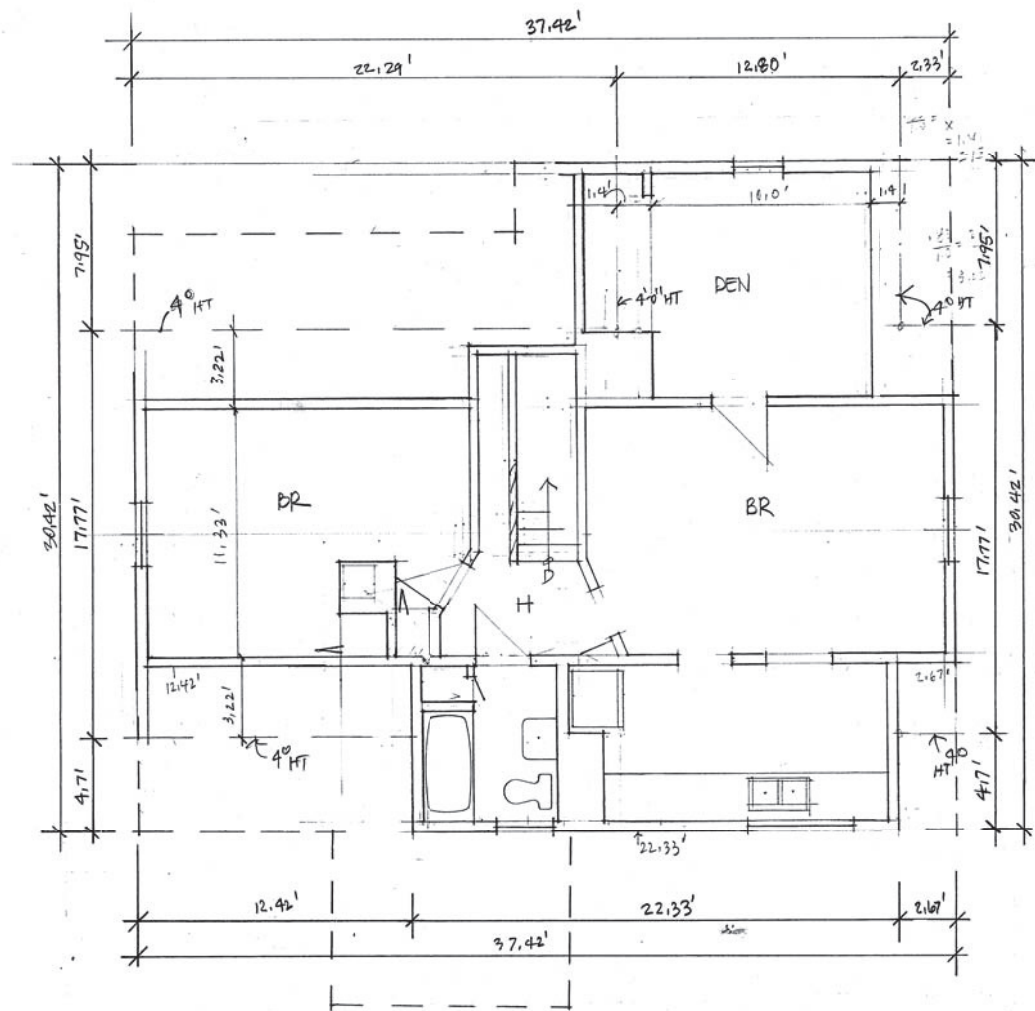


2. REVISED + RE-ISSUED	10 DE '21
11 ISSUED FOR HRA	16 DE '20
LARSON HOUSE HRA + SUBDIVISION EXISTING HOUSE W/ PROPOSED CHANGES	

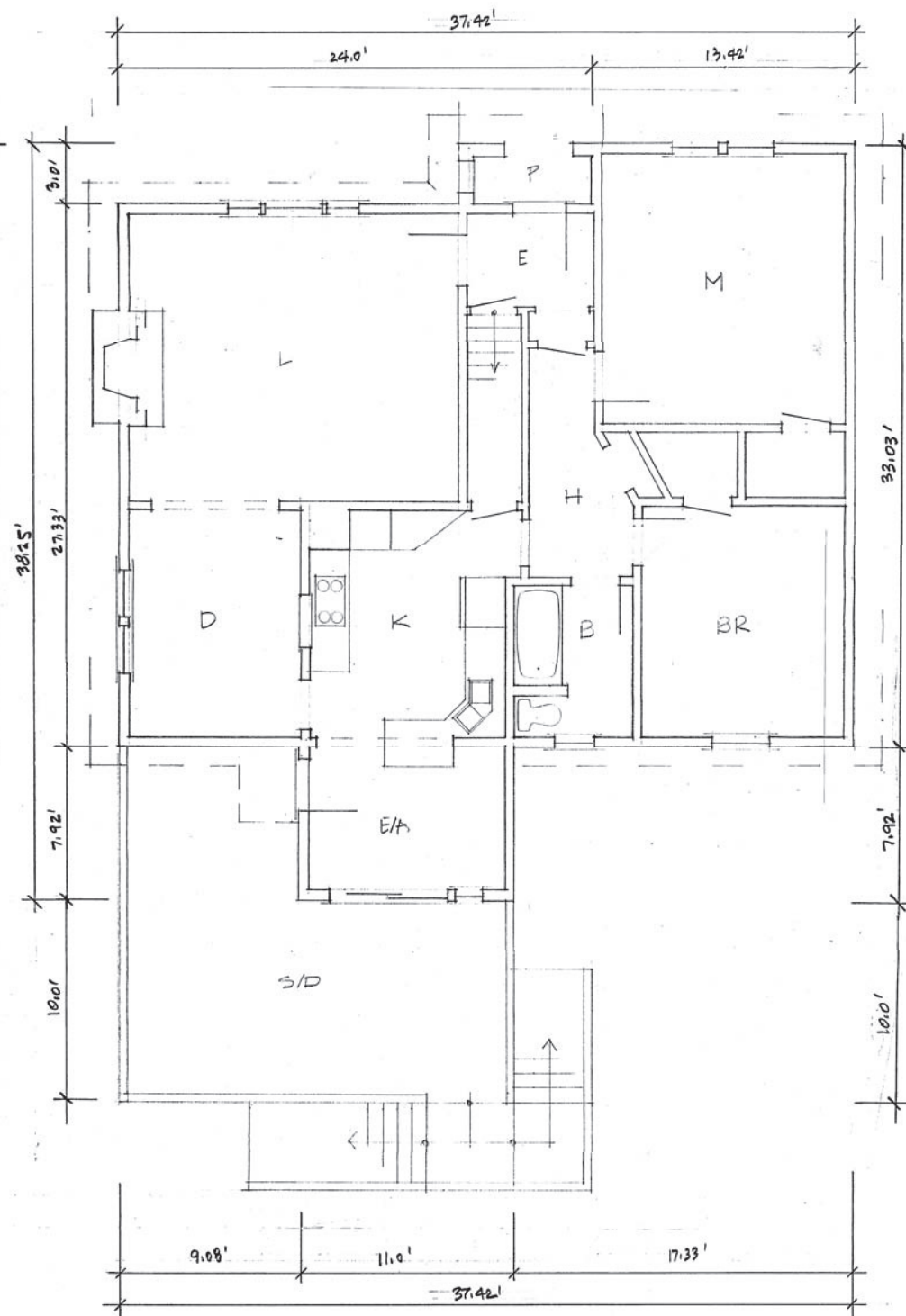


DATE:	DWA
	8
14 DE 20	OF 11

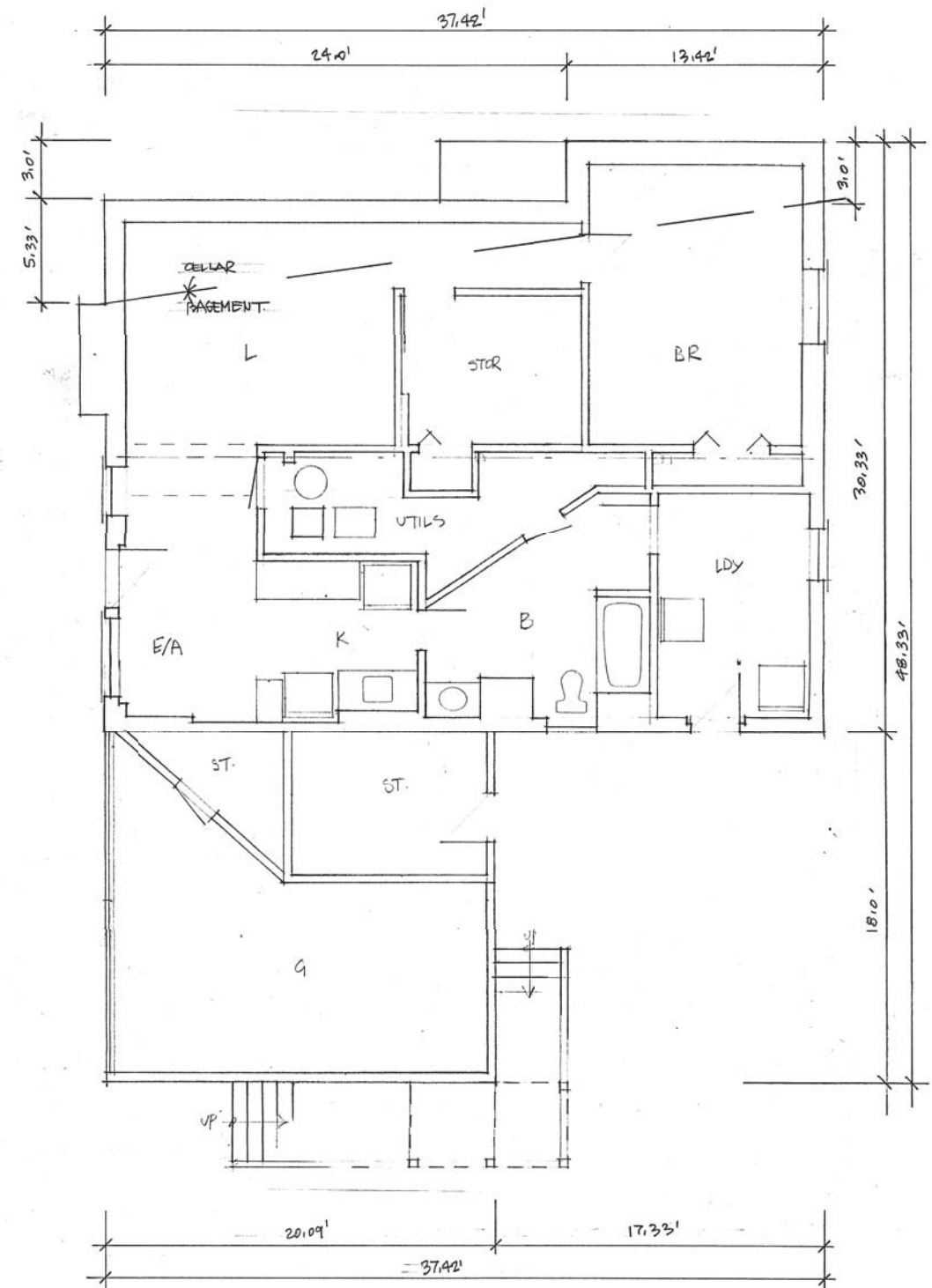




UPPER FLOOR PLAN - AS FOUND
1/4" = 1'-0" 871.69 ±



MAIN FLOOR PLAN - AS FOUND
1/4" = 1'-0" 1150.16 ±



BASMENT PLAN - AS FOUND
1/4" = 1'-0" 1284.59 ±



ISSD FOR HRA 16 DE 20

LARSON HOUSE
HRA + SUBDIVISION
AS FOUND DRAWINGS

ROBERT JOHNSON
ARCHITECT
AIBC
821 Hensley Street, New Westminster, BC
V3M 4B8 Tel/Fax: (604) 520-3099

DATE: 14 DE 20 DWN: 9 OF 11



NORTHEAST ELEVATION - AS FOUND
1/4" = 1'-0"

RIDGE
196.8'
CEILING
191.28'
UPPER
184.7'
MAIN
175.9'
BSMT
168.38'



NORTHWEST ELEVATION - AS FOUND
1/4" = 1'-0"



SOUTHWEST ELEVATION - AS FOUND
1/4" = 1'-0"

RIDGE
196.8'
CEILING
191.28'
UPPER
184.7'
MAIN
175.9'
BSMT
168.38'



SOUTHEAST ELEVATION - AS FOUND
1/4" = 1'-0"

1.195D FOR H&A 16 DE 20

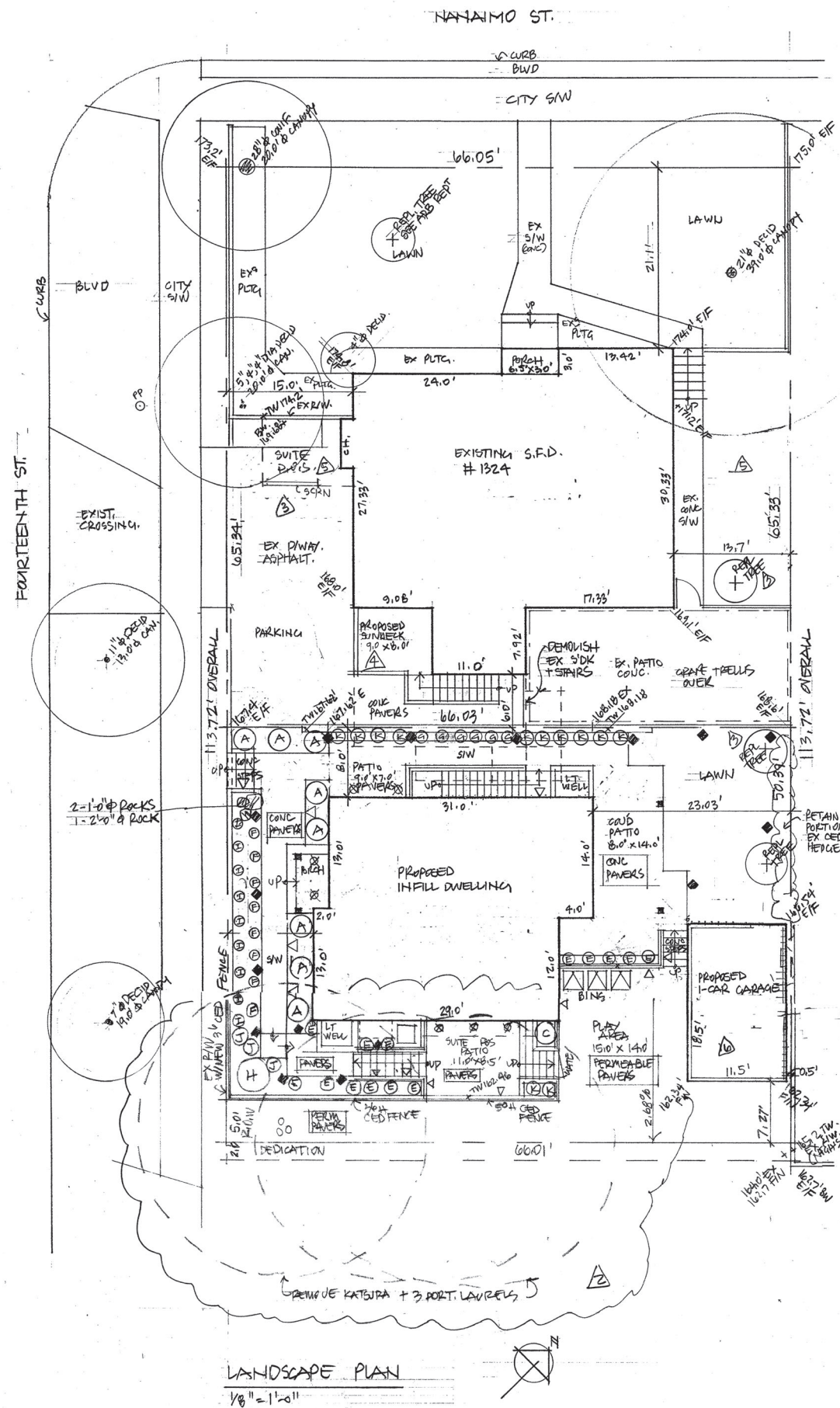
LARSON HOME
H&A + SUBDIVISION
AS FOUND DRAWINGS



ROBERT JOHNSON
ARCHITECT
AIBC
821 Hensley Street, New Westminster, BC
V3M 4B8 Tel/Fax: (604) 520-3099



DATE: 14 DE 20
DWG: 10
SHEET: 11

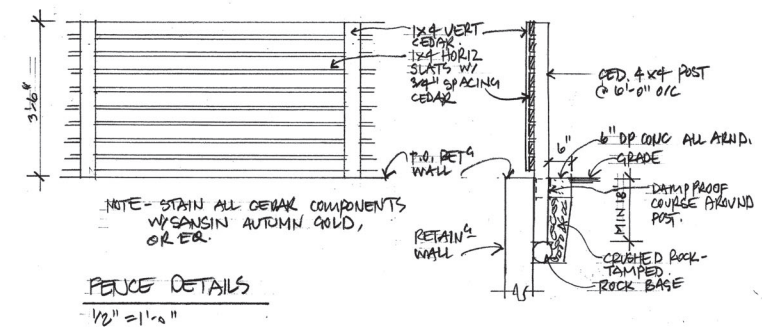


PLANT LIST

QTY	KEY	COMMON NAME	BOTANICAL NAME	SIZE	NOTES
8	A	WINTER GEM BOXWOOD	BUXUS MICROPHYLLA JAPONICA 'WINTER GEM'	#1	
1	B	NOT USED		#1	
1	C	PIERIS JAPONICA 'MOUNTAIN FIRE'	PIERIS JAPONICA 'MOUNTAIN FIRE'	#1	14 2'x2' PLANTER BOX ON DECK
14	D	NOT USED		#1	
8	E	MUNSTEAD LAVENDER	LAVANDULA ANGIUSTIFOLIA 'MUNSTEAD'	6"	
6	F	NEW ZEALAND HAIR FENCE	CAREX LOMANS 'BRONZE FORM'	4"	
1	G	BLACK MONDO GRASS	OPHIOPOGON PLANKSADUS 'NIGERSCENS'	4"	
9	H	RHODODENDRON 'CUNNINGHAM WHITE'	RHODODENDRON 'CUNNINGHAM WHITE'	#1	
12	I	WESTERN SWORD FERN	POYSTICHUM MINUTUM	#1	
3	J	PLANTAIN LILY	HOSTA X HALYCON	#1	
12	K	HAKOME GRASS	HAKOMECHLOA MAERA	4"	

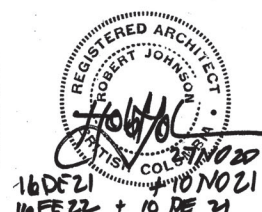
PAVERS - PARKING AREAS: ABBOTSFORD CONCRETE AQUARIUM OLD COUNTRY, CHARCOAL - INSTALL TO MEET RECOMMENDATIONS
- WALKS + PATIOS: ABBOTSFORD CONCRETE OLD COUNTRY, CHARCOAL, INSTALL TO MEET RECOMMENDATIONS.

- LIGHTING - K
- STEP LIGHT - IP LIGHTING - IPSS-616600 ALUMINUM FINISH.
 - RECESSED SOFFIT LIGHTING - RECESSED POT - IP LIGHTING IPSS-RPL SSD - ALUM. FINISH.
 - IN GROUND SPOT FLOODLIGHT / UPLIGHT. WALL WASH REDDIT 1 - CRY, LOW VOLTAGE LED.
 - SOLAR OUTDOOR LIGHT - HAMPTON BAY 10 WATTEN PATHWAY LIGHT, OR EQ.



16 REV + RE-155D	16 FE 22
5 REV + RE-156D	16 DE 21
4 REV + RE-155D	10 DE 21
3 REV + RE-155D	10 NOV 21
2 REV + RE-155D	20 SE 21
1 155D FOR HRA	16 DE 20

LARSON HOUSE
HRA / SUBDIVISION



ROBERT JOHNSON
ARCHITECT

AIBC
821 Hensley Street, New Westminster, BC
V3M 4B8 Tel/Fax: (604) 520-3099

DATE: DWG L-1 OF 1
9 DEC 20

APPENDIX 6

TERMS OF INSTRUMENT – PART 2

SECTION 219 COVENANT – NO SEPARATE SALE OF SUBDIVIDED PARCELS

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

BETWEEN:

BHARATVEER SINGH JASWAL and **HARKAMAL SANDHU**, 7517 Humphries Court
Burnaby, BC, V3N 4K9 and **JARNAIL SINGH SANDHU**, 10471 No. 5 Road, Richmond,
BC, V7A 4E6,

(the “Owner”)

AND:

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

(the “City”)

WHEREAS:

- A. The Owners are the registered owners in fee simple of those lands in New Westminster, British Columbia legally described as PID: 002-819-155; LOT “A” PLAN 7689 (together, the “Lands”);
- B. Pursuant to a Heritage Revitalization Agreement between the City and the Owners, dated for reference January 10, 2022 (the “HRA”), the Owners are required to deposit in the Land Title Office, concurrently with the subdivision plan creating the Lands as separate fee simple parcels, a covenant under s.219 of the *Land Title Act* in favour of the City, by which the Owners covenant and agree not to transfer separately the Lands until the Owners have complied with the requirements of the HRA for the preservation, restoration, and rehabilitation of the Heritage Building (as defined in the HRA);
- C. Section 219 of the *Land Title Act* (British Columbia) provides that there may be registered as a charge against the title to any land a covenant in favour of a municipality in respect of the use of land, the use of a building on or to be erected on land, or that parcels of land designated in the covenant are not to be sold or otherwise transferred separately;

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

1. **Lands Not to be Separately Sold or Transferred** – The Lands shall not be sold or otherwise transferred separately.
2. **Discharge** – The City shall, at the written request of the Owners, execute and deliver to the Owners a registrable discharge of this Agreement, in its sole and unfettered discretion, to be exercised consistently with the wording and intent of the HRA, that the Owners have completed and complied with all requirements in the HRA for the preservation, restoration, and rehabilitation of the Heritage Building by the deadlines set out therein.
3. **Notice** – All notices and other communications required or permitted to be given under this Agreement must be in writing and must be sent by registered mail or delivered as follows:

(a) if to the Owner, to the address shown on the Land Title Office title search to the Lands,

(b) if to the City, as follows:

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

Attention: Heritage Planner

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

4. **Interpretation** – In this Agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (c) reference to a particular numbered section or article is a reference to the correspondingly numbered section or article of this Agreement;

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

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

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

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

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

CONSENT AND PRIORITY AGREEMENT

WHEREAS:

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

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

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

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

END OF DOCUMENT

APPENDIX 7

RELAXATIONS TO ZONING BYLAW NO. 6680, 2001

	NR-1 Single Detached Dwelling District Requirement	Lot with Heritage Building (1324 Nanaimo Street)	Lot with New House (607 Fourteenth Street)
Minimum Lot Size	6,000 square feet (557 square metres)	4,315 square feet (401 square metres)	3,326 square feet (309 square metres)
Maximum Floor Space Ratio*	0.51	0.71	0.53
Floor Space (above grade)	0.40	0.47	0.49
Site Coverage (Upper Level)	80%	--	90%
Windows above grade	Above grade	--	Below grade
Front Yard Setback (house) (14th St.)	13.21 feet (4.0 metre)	--	10 feet (3.0 metre)
Front Yard Setback (porch) (14th St.)	9.2 feet (2.8 metre)	--	7.0 feet (2.13 metre)
Sunken Patio at Cellar Level	30 feet (9.1 metre)	--	60.5 feet (18.44 metres)
Minimum Off-Street Vehicle Parking Spaces	One space per unit, including secondary suite (two spaces)	One parking space	One parking space
Off-Street Parking Setback (14th St.)	Not in front yard setback	In front yard setback	--
Lane Setback	12 feet (3.65 metre)	--	7.27 feet (2.21 metre)

***(With step code 3 = 0.01 increase)** - Should Step Code 3, 4 or 5 of the Energy Step Code be met, the maximum space ratio can be increased as outlined in Section 310.11.1 of Zoning Bylaw No. 6680, 2001