

**CITY OF BURNABY**  
**BYLAW NO. 14716**

A BYLAW to authorize a second amendment to the  
heritage revitalization agreement for  
the Lonsdale Guardhouse Residence

**WHEREAS** Council identified the Lonsdale Guardhouse Residence (hereinafter referred to as the “Heritage House”) located at 6985 Canada Way, having the legal description:

PID: 002-907-658  
Lot 1, Except Part in Plan LMP15936, Block 16, District Lot 30, Group 1, NWD,  
Plan 3036  
(hereinafter referred to as the “Lands”)

as a heritage property and directed that the Heritage House be entered on the community heritage register as a protected heritage resource;

**AND WHEREAS** pursuant to *Burnaby Heritage Designation Bylaw No. 2, 2018*, the Heritage House was designated as a protected heritage property under section 611 of the *Local Government Act*, RSBC 2015, c. 1;

**AND WHEREAS** pursuant to a Heritage Revitalization Agreement made the 14<sup>th</sup> day of February, 2019 (the “Original HRA”), Karan Singh Dhanu and Amarjot Kaur Dhanu, as to an undivided 50/100 interest as joint tenants, and Jaspaul Singh Aulakh, as to an undivided 50/100 interest (hereinafter collectively referred to as the “Owners”) agreed to preserve and protect the Heritage House in return for the City varying certain provisions of the Burnaby Zoning Bylaw as therein described;

**AND WHEREAS** pursuant to a Heritage Revitalization Agreement Amending Agreement made on or about November 2020 (the “HRA First Amendment Agreement”, and together with the Original HRA, the “HRA”), the City and the Owner agreed to amend the Original HRA to permit development of the Lands as originally intended by the Owners and the City, and to accommodate certain amendments to the Burnaby Zoning Bylaw which were made in March 2019, all on the terms and conditions as more particularly set out in the HRA First Amendment Agreement;

**AND WHEREAS** the City and the Owner wish to further amend the HRA to align the HRA with certain amendments made to the Zoning Bylaw which change the zoning designation of the Lands to the R1 – Small-Scale Multi-Unit Housing District, and by permitting the development of a multi-use housing development on Proposed Lot 2, all on the terms and conditions as more particularly set out in a second amending agreement to the HRA (the “HRA Second Amending Agreement”);

**AND WHEREAS** the Owners are the registered owners of the Lands and have agreed and consented to amend the HRA in accordance with the HRA Second Amending Agreement;

**NOW THEREFORE** the Council of the City of Burnaby ENACTS as follows:

1. This Bylaw may be cited as **BURNABY HERITAGE REVITALIZATION AGREEMENT BYLAW NO. 1, 2024.**
2. The City Clerk is authorized to execute on behalf of the City a HRA Second Amending Agreement in substantially the same form as that which is attached to and forms part of this Bylaw.

Read a first time this 28<sup>th</sup> day of January, 2025

Read a second time this 28<sup>th</sup> day of January, 2025

Read a third time this 28<sup>th</sup> day of January, 2025

Reconsidered and adopted this 11<sup>th</sup> day of February, 2025

MAYOR

CLERK

**Signed Original Bylaw on file.**

## HERITAGE REVITALIZATION AGREEMENT SECOND AMENDING AGREEMENT

**THIS HERITAGE REVITALIZATION AGREEMENT SECOND AMENDING AGREEMENT** (the “**Second Amending Agreement**”) made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”),

BETWEEN:

**ALL STAR DEVELOPMENT LTD.**

(Inc. No. BC0299720)

6878 Canada Way

Burnaby, B.C. V5E 3R4

as to an undivided 50/100 interest as joint tenants

(the “**Owner**”)

AND:

**CITY OF BURNABY**

4949 Canada Way

Burnaby, B.C. V5G 1M2

(the “**City**”)

### WHEREAS:

- A. The Owner is the registered owner in fee simple of the Lands;
- B. The residential building known as the Lonsdale Guardhouse Residence (the “**Heritage House**”) is situated on the Lands;
- C. The City Council determined that the Heritage House had sufficient heritage value to justify its conservation and the Heritage House was entered on the City’s Community Heritage Register as a protected heritage resource;
- D. Pursuant to *Burnaby Heritage Designation Bylaw No. 2, 2018*, the Heritage House was designated as a protected heritage property under section 611 of the *Local Government Act*;
- E. Pursuant to a Heritage Revitalization Agreement made the 14<sup>th</sup> day of February, 2019 (the “**Original HRA**”) between the City and the previous registered owners of the Lands (the “**Former Owners**”), the Former Owners agreed to preserve and protect the Heritage House in return for the City varying certain provisions of the Zoning Bylaw, all on the terms and conditions more particularly set out in the Original HRA;

- F. Pursuant to a Heritage Revitalization Agreement Amending Agreement made on or about November, 2020 (the “**First Amending Agreement**”, and together with the Original HRA, the “**HRA**”, a copy of which is attached hereto as Schedule “A”), the Former Owners and the City agreed to amend the Original HRA to permit development of the Lands as originally intended by the Former Owners and the City, and to accommodate certain amendments to the Zoning Bylaw which were made in March 2019, all on the terms and conditions more particularly set out in the First Amending Agreement;
- G. The Owner and the City now wish to further amend the HRA to align the HRA with certain amendments made to the Zoning Bylaw which change the zoning designation of the Lands to the R1 – Small-Scale Multi-Unit Housing District, and by enabling the development of a multi-unit housing development on Proposed Lot 2, all in accordance with the terms and conditions set out herein; and
- H. Section 610 of the *Local Government Act* authorizes a local government to enter into a heritage revitalization agreement with the owner of a heritage property, and to allow variations of, and supplements to, the provisions of a bylaw or a permit under Part 14 of the *Local Government Act*;

**NOW THEREFORE** in consideration of the sum of Ten Dollars (\$10.00) now paid by the Owner to the City and for other consideration (the receipt and sufficiency of which are hereby acknowledged) the Owner and the City, pursuant to Section 610 of the *Local Government Act*, agree as follows:

- 1. Any capitalized term which is not otherwise defined in this Second Amending Agreement will have the meaning set out for such term in the HRA.
- 2. Effective as of the Effective Date, the City and the Owner hereby agree to amend the HRA by deleting Schedule “B” attached thereto, and replacing it with Schedule “B” attached to this Second Amending Agreement.
- 3. The City and the Owner confirm and ratify the terms and conditions contained in the HRA, as amended by this Second Amending Agreement.
- 4. This Second Amending Agreement will, from and after the Effective Date, be read and construed together with the HRA, and the HRA, as amended hereby, will continue in full force and effect in accordance with the terms thereof and hereof.
- 5. The Owner hereby agrees to execute and deliver promptly at the City’s request all further documents and take all further actions that may be necessary to give proper effect to the intention of this Second Amending Agreement.
- 6. This Second Amending Agreement will enure to the benefit of and be binding upon the Owner and its executors and trustees, and this Second Amending Agreement will enure to the benefit of and be binding upon the City and its successors and assigns. The HRA, as amended hereby, will charge and run with the Lands and enure to the benefit of and be

binding upon the owners from time to time of the Lands and all parties claiming through such owners and their respective heirs, executors, administrators, trustees and successors, as applicable.

**IN WITNESS WHEREOF**, the parties have executed this Second Amending Agreement as of the Effective Date.

**ALL STAR DEVELOPMENT LTD.**, by  
its authorized signatory(ies):

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

**CITY OF BURNABY**, by  
its authorized signatory:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

**SCHEDULE "A"**

**Original HRA**

See attached.

## HERITAGE REVITALIZATION AGREEMENT

THIS AGREEMENT made the 14<sup>th</sup> day of February, 2019 (the “**Reference Date**”),

BETWEEN:

**KARAN SINGH DHANU**  
**AMARJOT KAUR DHANU**  
6878 Canada Way  
Burnaby, B.C. V5E 3R4  
as to an undivided 50/100 interest as joint tenants

AND:

**JASPAUL SINGH AULAKH**  
4800 Pendlebury Road  
Richmond, B.C. V7E 1E8  
as to an undivided 50/100 interest

(together, the “**Owner**”)

AND:

**CITY OF BURNABY**  
4949 Canada Way  
Burnaby, B.C. V5G 1M2

(the “**City**”)

### WHEREAS:

- I. The Owner is the registered owner in fee simple of the Lands;
- J. The residential building known as the Lonsdale Guardhouse Residence (the “**Heritage House**”) is situated on the Lands;
- K. The City and the Owner consider the Heritage House has heritage value and heritage character and should be conserved;
- L. The Owner and the City wish to, *inter alia*, preserve and protect the heritage value of the Heritage House, and to provide certain variances to the *Zoning Bylaw* to allow for the future subdivision and development of the Lands, on the terms and conditions more particularly set out in this Agreement; and

- M. Section 610 of the *Local Government Act* authorizes a local government to enter into a heritage revitalization agreement with the owner of a heritage property, and to allow variations of, and supplements to, the provisions of a bylaw or a permit under Part 14 of the *Local Government Act*;

NOW THEREFORE in consideration of the sum of Ten Dollars (\$10.00) now paid by the Owner to the City and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Owner and the City, pursuant to Section 610 of the *Local Government Act*, agree as follows:

**1. DEFINITIONS**

1.1 For the purposes of this Agreement and the recitals thereto:

- (a) "**Agreement**" or "**this Agreement**" means this agreement and includes all recitals and schedules to this agreement and all instruments comprising this agreement;
- (b) "**City**" and "**City of Burnaby**" means the City of Burnaby and is called the "City" when referring to the corporate entity and "City of Burnaby" when referring to the geographic location;
- (c) "**City Personnel**" means the City's elected officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates, including without limitation, the person or persons appointed as the City's approving officer pursuant to Section 77 of the *Land Title Act*;
- (d) "**Gross Floor Area**" has the meaning ascribed to it in the *Zoning Bylaw*;
- (e) "**Heritage Designation Bylaw**" has the meaning set out in Section 3.1;
- (f) "**Heritage House**" has the meaning set out in Recital B;
- (g) "**Lands**" means the lands located at 6985 Canada Way, and legally described as:  
  
PID: 002-907-658  
Lot 1, Except Part in Plan LMP15936, Block 16, District Lot 30, Group 1,  
NWD, Plan 3036;
- (h) "**Owner**" means the registered owner(s) of the Lands, together with any successors in title to the Lands or any portion thereof;
- (i) "**Prime Rate**" means the rate of interest equal to the floating interest rate established from time to time by the Royal Bank of Canada at its main branch in Vancouver, B.C., as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Royal Bank of Canada as its prime rate;



- (j) “**Proposed Lot 1**” means that subdivided portion of the Lands identified as “Lot 1” on the Proposed Subdivision Guide Plan;
- (k) “**Proposed Lot 2**” means that subdivided portion of the Lands identified as “Lot 2” on the Proposed Subdivision Guide Plan;
- (l) “**Proposed Subdivision Guide Plan**” means the proposed subdivision of the Lands to create Proposed Lot 1 and Proposed Lot 2 as approximately shown in the plan attached hereto as Schedule “A”;
- (m) “**Reference Date**” has the meaning set out on page 1 of this Agreement;
- (n) “**Single Family Dwelling**” has the meaning ascribed to it in the *Zoning Bylaw*; and
- (o) “**Zoning Bylaw**” means the *Burnaby Zoning Bylaw, 1965*, as the same may be amended or replaced from time to time.

1.2 The following Schedules are attached hereto and form part of this Agreement:

<u>Schedule</u>	<u>Description</u>
“A”	Proposed Subdivision Guide Plan
“B”	Development Guidelines and Variances to <i>Zoning Bylaw</i>

## **2. CONSERVATION OF HERITAGE HOUSE**

2.1 The Owner agrees to preserve and protect the Heritage House, keeping it in good repair and in good appearance.

2.2 The Owner agrees to prepare and submit to the City for approval a suitable conservation plan which will guide the design and restoration of the Heritage House (the “**Heritage Conservation Plan**”).

2.3 The Owner agrees that no works will be done or permitted that would alter the exterior appearance or change the exterior building materials of the Heritage House unless such works have been approved in writing by the City pursuant to a heritage alteration permit issued by the City in accordance with Section 617 of the *Local Government Act*.

2.4 The Owner agrees to undertake the ongoing maintenance and care of the Heritage House to ensure its ongoing good condition and appearance as directed by the City.

### **3. HERITAGE DESIGNATION**

3.1 The Owner irrevocably agrees to the designation by bylaw (the “**Heritage Designation Bylaw**”) of the Lands and the Heritage House as a City heritage site, in accordance with Section 612 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 that may result from such designation.

3.2 The Owner acknowledges that notice of this Agreement and amendments thereto, and of the Heritage Designation Bylaw, will be registered on title to the Lands in the Land Title Office and once registered, this Agreement and amendments thereto will be binding on all persons who acquire an interest in the Lands.

### **4. DEVELOPMENT GUIDELINES AND VARIANCES TO ZONING BYLAW FOR FUTURE DEVELOPMENT OF THE LANDS**

4.1 The City agrees that if the Owner applies to subdivide the Lands on the basis of the Proposed Subdivision Guide Plan, and to develop the lots created thereby, the City will review and consider such subdivision application and development proposal taking into account the development guidelines and variances to the *Zoning Bylaw* as set out in Schedule “B” attached hereto.

4.2 The Owner acknowledges and agrees that, except as expressly varied by this Agreement, any development, subdivision or use of the Lands will be at the discretion of the City, including City Council and the City’s Approving Officer, and be subject to, and must comply with, all applicable federal, provincial and municipal statutes, regulations and bylaws, including without limitation, the *British Columbia Building Code*, the *Zoning Bylaw*, and all other City bylaws, regulations and requirements.

### **5. CITY’S RIGHT TO INSPECT AND ENFORCE**

5.1 Without limiting the City’s power of inspection conferred by statute and in addition to that power, the City may, at all reasonable times and upon reasonable notice to the Owner, 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 carrying out all work in compliance with Section 4.2 of this Agreement.

5.2 In addition to any remedies available to the City under the *Local Government Act*, if the Owner defaults in observing or performing any obligation under this Agreement, the Owner will rectify such default within 30 days after receipt of notice from the City, except that if the Owner, by reason of the nature of the default, cannot in the opinion of the City, rectify such default within 30 days, the Owner will have a further reasonable period to rectify so long as the Owner proceeds promptly and diligently. If the Owner fails to rectify such default within the permitted time period or if the City, in case of emergency, does not consider that it has time to deliver such notice, the City may rectify the default on the Owner’s behalf, although the City will be under no obligation to do so. If any default by the Owner results in the need for the Owner to take positive action to

rectify such default, the Owner will take such positive action as the City considers necessary, and if the Owner fails to do so, the City may apply to court for a mandatory injunction requiring the Owner to take such action.

5.3 The Owner will pay to the City on demand the aggregate of all of the City's costs and expenses of rectifying any default of the Owner, plus a sum equal to 20% of those costs and expenses on account of the City's overhead, plus any other amounts the Owner may owe to the City from time to time pursuant to this Agreement. If the Owner does not pay the City within 30 days after the date the Owner receives demand from the City, the arrears will bear interest from the date of demand to the date of payment at the Prime Rate plus 3% per annum, calculated and compounded monthly not in advance. If any amounts due and owing by the Owner to the City pursuant to this Section 5.3 are unpaid on the 31st day of December in the year such amounts came due, the City may, without limiting the City's other remedies, add such amounts to the taxes payable in respect of the Lands as taxes in arrear.

## **6. RELEASE AND INDEMNITY**

6.1 The Owner hereby agrees to waive, remise, release, discharge, indemnify and save harmless absolutely the City and all City Personnel from and against all damages, losses, costs (including legal costs on a solicitor-and-client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit, loss of use, and damages arising out of delays) and expenses of every nature or kind whatsoever which may arise or accrue to the Owner or any person, firm or corporation against the City or any City Personnel arising out of or in connection with, directly or indirectly, or that would not or could not have occurred "but for" this Agreement, including without limitation:

- (a) the design, construction and maintenance activities of the Owner or its servants, agents, contractors or subcontractors arising directly or indirectly from compliance with the restrictions or requirements set out in this Agreement;
- (b) any breach by the Owner of any covenant or agreement contained in this Agreement;
- (c) any 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; or
- (d) the grant or exercise of the rights granted to the City under this Agreement.

## **7. MISCELLANEOUS**

7.1 No Fettering and No Derogation. Nothing contained or implied in this Agreement will fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's remedies under any law or in equity, or the City's rights, powers, duties or obligations in the exercise of its functions

pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

7.2 City's Costs. The Owner acknowledges and agrees that in any action to enforce this Agreement in which any court determines that the position of the City will prevail, the City will be entitled to any court costs on a solicitor and client basis.

7.3 Notices. Any notice or communication required or permitted to be given pursuant to this Agreement will be in writing and delivered by hand or sent by prepaid mail or facsimile to the party to which it is to be given as follows:

- (a) to the City:

City of Burnaby  
4949 Canada Way  
Burnaby, B.C., V5G 1M2

Attention: City Clerk  
Fax: 604 294 7537

with a copy to the Director Planning and Building and the City Solicitor; and

- (b) to the Owner, to the address as set out on the title for the Lands,

or to such other address or fax number as any party may in writing advise. Any notice or communication will be deemed to have been given when delivered if delivered by hand, two business days following mailing if sent by prepaid mail, and on the following business day after transmission if sent by facsimile.

7.4 Interpretation. The following provisions apply to this Agreement:

- (a) the laws of the Province of British Columbia are to govern its interpretation and enforcement;
- (b) each of the City and Owner accepts and attorns to the jurisdiction of the courts of the Province of British Columbia;
- (c) if a court of competent jurisdiction finds any provision invalid, illegal, or unenforceable, and severs it from the remainder of this Agreement, the remaining provisions of this Agreement are to remain in full force and effect;

- (d) time is of the essence, and if the City or Owner expressly or impliedly waives that requirement, the City or Owner may re-instate it by delivering notice to the other;
- (e) waiver of a default by the City or Owner or failure or delay by the City or Owner in exercising a right or remedy or enforcing the covenants contained herein does not mean that the City or Owner waives any other default or that the City or Owner has waived its right to exercise such right or remedy or enforce such covenants;
- (f) any waiver of a default will only be effective and binding if made in writing and signed by the waiving party and will only apply to the particular breach, violation or other matter waived and will not apply to or extend to any other or subsequent breach, violation or other matter, notwithstanding any rule of law or equity to the contrary;
- (g) no amendment or modification is to have any force or effect unless the City and Owner have signed it;
- (h) this Agreement represents the entire agreement between the City and Owner regarding the matters set out in this Agreement, and supersedes all prior agreements, letters of intent, or understandings about such matters;
- (i) any reference to a statute is to the statute and the regulations made pursuant thereto in force on the Reference Date, and to subsequent amendments to or replacements of the statute or regulations;
- (j) the captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof;
- (k) wherever the singular or feminine is used in this Agreement, it will be construed as meaning the plural or masculine or body corporate where the context so requires;
- (l) the exercise of any particular remedy by the City or Owner under this Agreement or at law or in equity will not prejudice or preclude that party from invoking or exercising any other remedy, and no remedy will be exclusive, and each of the City or Owner may exercise all its remedies independently or in combination and, in particular, the Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement;

- 8 -

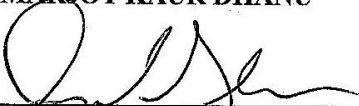
- (m) the City and Owner will do and cause to be done all things and execute and cause to be executed all documents, instruments and agreements that may be necessary to give proper effect to the intention of this Agreement; and
- (n) if the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this Agreement will be joint and several.

7.5 Enurement. The covenants contained in this Agreement will enure to the benefit of and be binding upon the Owner and its executors and trustees, and this Agreement will enure to the benefit of and be binding upon the City and its successors and assigns. This Agreement will charge and run with the Lands and enure to the benefit of and be binding upon the owners from time to time of the Lands and all parties claiming through such owners and their respective heirs, executors, administrators, trustees and successors, as applicable.

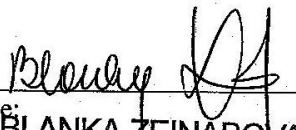
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Reference Date.

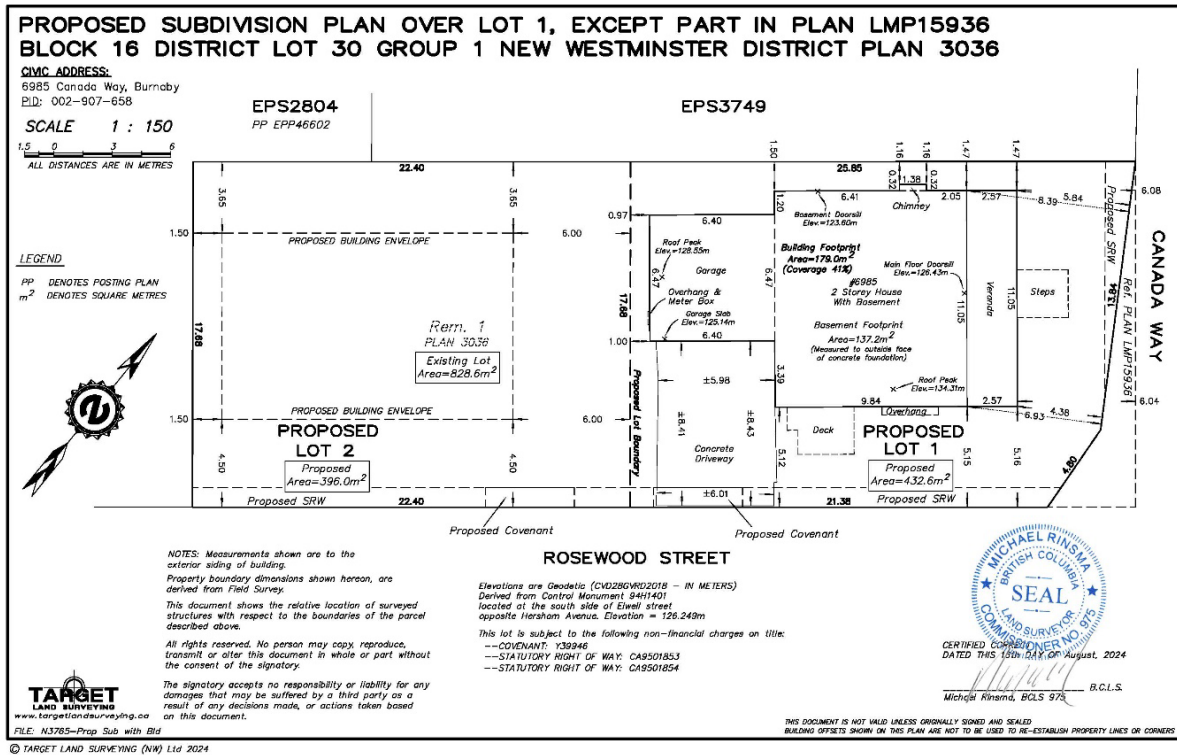
  
 KARAN SINGH DHANU

  
 AMARJOT KAUR DHANU

  
 JASPAUL SINGH AULAKH

**CITY OF BURNABY**, by  
 its authorized signatory:

  
 Name: BLANKA ZEINABOVA  
 Deputy City Clerk  
 Title:



**SCHEDULE "B"**

**Replacement Schedule "B" to Original HRA**

See attached.



## **SCHEDULE “B”**

### **Development Guidelines and Variances to Zoning Bylaw**

#### **A. Proposed Lot 1**

Development guidelines and variances to the Zoning Bylaw in respect of Proposed Lot 1 are as follows:

1. Proposed Lot 1 will have a minimum lot area of 432 square metres (4,650 square feet).
2. The Heritage House will be relocated to the eastern portion of Proposed Lot 1, adjacent to Canada Way, to accommodate its preservation. This will involve the demolition of the existing modern rear addition built in 1985 (the “**Rear Addition**”).
3. The exterior of the Heritage House will be restored in accordance with an approved Heritage Conservation Plan, which will include restoration of the exterior of the Heritage House, including repair of the rear elevation following removal of the Rear Addition, and reconstruction of the original front verandah.
4. The maximum permitted height of the principal building (consisting of the Heritage House and attached garage) on Proposed Lot 1 may be 10.71 metres (35.14 feet).
5. The front yard setback for Proposed Lot 1 must be a minimum of 4.38 metres (14.37 feet).
6. The rear yard setback for Proposed Lot 1 will be a minimum of 6.4 metres (21 feet).
7. A garage or carport not to exceed 42 square metres (or 452.1 square feet) will be permitted on Proposed Lot 1. Any such garage or carport may project into the rear yard setback to a maximum of 5.43 metres (17.81 feet).
8. A maximum lot coverage of 45% will be permitted on Proposed Lot 1.
9. In all other respects, any new development on Proposed Lot 1 will be required to comply with the Zoning Bylaw.

B. Proposed Lot 2

Development guidelines and variances to the Zoning Bylaw in respect of Proposed Lot 2 are as follows:

1. Proposed Lot 2 will have a minimum lot area of 396 square metres (4,262.51 square feet) and a minimum lot width of 22.4 metres (73.49 feet).
2. The required setbacks for Proposed Lot 2 are:

Front Yard	4.5 metres (14.7 feet)
Rear Yard	3.65 metres (11.97 feet)
Side Yard West	1.5 metres (4.9 feet)
Side Yard East	6.0 metres (19.69 feet)
3. In all other respects, any development on Proposed Lot 2 will be required to comply with the Zoning Bylaw.