

CITY OF BURNABY

BYLAW NO. 12056

A *BYLAW* to authorize a heritage revitalization agreement
agreement for Roy and Catherine Cummins House

WHEREAS Council has identified the Roy and Catherine Cummins House (hereinafter referred to as the "Heritage House") located 4156 Rumble Street, having the legal description:

Parcel Identifier: 003-287-858

Parcel "A" (Explanatory Plan 13097) of Lots 2 and 3, District Lot 156, Group 1,
New Westminster District, Plan 1387

(hereinafter referred to as the "Lands")

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

AND WHEREAS Pardhan Pat Basra and Surinder Basra are the registered owners of the Lands and have agreed to conserve the Heritage House in good repair and good appearance and, upon the subdivision of the Lands, to obtain the City's approval of the new house to be constructed on the newly created vacant lot and any future works that would alter the appearance of the new house;

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

1. This Bylaw may be cited as **BURNABY HERITAGE REVITALIZATION BYLAW NO.1, 2006.**

2. The City Clerk is authorized to execute on behalf of the City a heritage revitalization agreement in substantially the same form as that which is attached to and forms part of this Bylaw.

Read a first time this 6TH day of FEBRUARY 2006

Read a second time this 6TH day of FEBRUARY 2006

Read a third time this 6TH day of FEBRUARY 2006

Reconsidered and adopted this 20TH day of FEBRUARY 2006


MAYOR


D/CLERK

HERITAGE REVITALIZATION AGREEMENT

THIS AGREEMENT made the 27th day of January, 2006.

BETWEEN:

PARDHAN PAT BASRA
SURINDER BASRA
5987 Leibly Avenue
Burnaby, B.C. V5E 3C7

(hereinafter called the "Owner")

OF THE FIRST PART

AND:

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

(hereinafter called the "City")

OF THE SECOND PART

WHEREAS:

A. The Owner is the registered owner of all and singular those certain parcels or tracts of land and premises situate in the City of Burnaby in the Province of British Columbia, legally described as:

Parcel Identifier: 003-287-858
Parcel "A" (Explanatory Plan 13097) of Lots 2 and 3, District Lot 156, Group 1,
New Westminster District, Plan 1387

(hereinafter the "Lands"),

B. The residential building known as the Roy and Catherine Cummins House (hereinafter the "Heritage House") situate on the Lands has, in the opinion of City Council, sufficient heritage value to justify its conservation and the Heritage House has been entered on the City of Burnaby Heritage Register as a protected heritage resource;

C. The Owner wishes to subdivide the Lands and to develop a new single family dwelling (hereinafter the "New House") on the Lands that will, if the Heritage House is retained, require the approval of the Subdivision Approving Officer and City Council;

NOW THIS AGREEMENT WITNESSETH that in consideration of Ten (\$10.00) Dollars now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges) the Owner and the City each covenant with the other pursuant to section 966 of the *Local Government Act* as follows:

1. The Owner agrees to preserve and protect the Heritage House, keeping it in good repair and in good appearance.
2. The Owner agrees that no further works will be done or permitted that would alter the appearance of the Heritage House or the New House unless such works have been approved in writing by the City.
3. The Owner agrees to the designation by bylaw of the property and the Heritage House as a City heritage site.
4. The Owner agrees to provide the City with plans of the proposed New House for design review and approval.
5. The east sideyard setback for the Heritage House (proposed Lot 1) will be 5.22 ft. following the subdivision, where a sideyard setback of 6.6 ft. is required under the City's Zoning Bylaw. This 1.38 ft. encroachment of the existing non-conforming carport structure will be allowed to exist in its current condition. The City retains the right to require the removal of this encroachment in the future should the owner make an application for a Heritage Alteration Permit and/or Building Permit to alter and/or renovate the Heritage House.
6. The parties agree that the Owner shall pay the legal costs and other expenses incurred by the City in any action to enforce this Agreement.
7. This Agreement shall enure to the benefit of and be binding upon the Owner and their executors and trustees and this Agreement shall enure to the benefit of and be binding upon the City

and its successors and assigns and this Agreement shall 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.

8. Wherever the singular or masculine are used in this Agreement, they shall be construed as meaning the plural or feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE OWNER:



PARDHAN PAT BASRA



SURINDER BASRA

CITY OF BURNABY
by its authorized signatory:



Authorized Signatory
ANNE R. SKIPSEY
Deputy City Clerk