

**CITY OF BURNABY**

**BYLAW NO. 13250**

A BYLAW to authorize a supplementary heritage revitalization agreement for the George S. and Jessie Haddon House

**WHEREAS** Council identified the George S. and Jessie Haddon House (hereinafter referred to as the “Heritage House”) located at 5558 Buckingham Avenue, having the legal description:

PID: 026-745-127

Lot 2, District Lot 85, Group 1, New Westminster District, Plan BCP24968

(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 Bylaw No. 1, 2006 the Heritage House was designated as a protected heritage property under section 967 of the Local Government Act;

**AND WHEREAS** pursuant to a Heritage Revitalization Agreement made the 8<sup>th</sup> day of June, 2006 the previous owners of the Lands, Celine Podins and Fiona Schwizgebel 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** the registered owners, Johannes Peter Stolz and Marie-Louise Stolz (hereinafter called the “Owners”) wish to restore the front facade of the Heritage House

through the addition of a porte-cochere as described in the architectural drawings entitled "Port Cochere, Haddon House, 5558 Buckingham Avenue, Burnaby, B.C." prepared by Paul Fast Architect and dated September 19, 2013, and more particularly shown on drawing no. A1 and A2;

**AND WHEREAS** the Owners are the registered owner of the Lands and have agreed to undertake the addition of the porte-cochere to the Heritage House and to conserve the porte-cochere as part of the Heritage House as specified in the heritage revitalization agreement;

**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, 2013.**
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 28<sup>th</sup> day of October 2013  
Read a second time this 28<sup>th</sup> day of October 2013  
Read a third time this 28<sup>th</sup> day of October 2013  
Reconsidered and adopted this 5<sup>th</sup> day of November 2013

  
MAYOR

  
CLERK

**SUPPLEMENTARY HERITAGE REVITALIZATION AGREEMENT**

THIS AGREEMENT made the            day of            , 2013.

BETWEEN:

**JOHANNES PETER STOLZ**, Minister  
**MARIE-LOUISE STOLZ**, Lawyer  
5558 Buckingham Avenue  
Burnaby, BC V5E 2A1  
*As Joint Tenants*

(hereinafter called the "Owners")

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 Owners are 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: 026-745-127  
Lot 2, District Lot 85, Group 1, New Westminster District, Plan BCP24968

(hereinafter called the "Lands");

B. The City Council determined that the residential building known as the "George S. and Jessie Haddon House" situated on the Lands (hereinafter called the "Heritage House") had sufficient heritage value to justify its conservation and the Heritage House was entered on the City of Burnaby Heritage Register as a protected heritage resource;

C. Pursuant to Burnaby Heritage Bylaw No. 1, 2006 the Heritage House was designated as a protected heritage property under section 967 of the *Local Government Act*;

D. Pursuant to a Heritage Revitalization Agreement made the 8<sup>th</sup> day of June, 2006 (hereinafter called the "First Heritage Revitalization Agreement") the previous owners agreed to preserve and

protect the Heritage House in return for the City varying certain provisions of the Burnaby Zoning Bylaw as herein described;

E. The Owners wish to restore the front facade of the Heritage House through the addition of a porte-cochere as shown in Schedule "A" attached hereto (hereinafter called the "Porte-cochere") as a heritage feature;

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 Owners agree to construct, preserve and protect the Porte-cochere, keeping and maintaining it in good repair and in good appearance, and to undertake measures necessary to conserve it as a heritage feature of the Heritage House as specified in the architectural drawings and specifications prepared by Paul Fast Architect and accepted as part of a City of Burnaby Building Permit, a copy of which is filed with the Director of Planning and Building.
2. The Owners agree that no further works will be done or permitted to be done that would alter the appearance of the Porte-cochere as a heritage feature of the Heritage House unless such works have first been approved in writing by the City.
3. The City agrees to vary the provisions of the Burnaby Zoning Bylaw to the following extent:
  - (a) to increase the permitted depth of the principal building to 18.75m (61.5 ft); and
  - (b) to decrease the permitted front yard setback to 10.59 m (34.74 ft.);in order to accommodate the addition of the Porte-cochere.
4. The First Heritage Revitalization Agreement is amended by changing the permitted lot coverage from 19% to 22%.
5. The Owners agree to undertake the ongoing maintenance and care of the Heritage House with the addition of the Porte-cochere to ensure its ongoing good condition and appearance as directed by the City.

6. Notice of this Heritage Revitalization Agreement will be filed in the Land Title Office.
7. This Agreement is supplementary to and in addition to the First Heritage Revitalization Agreement and shall be applied and interpreted in conjunction with the First Heritage Revitalization Agreement.
8. This Agreement shall enure to the benefit of and be binding upon the Owners and their successors and assigns and the City and its successors and assigns and 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.
9. 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.

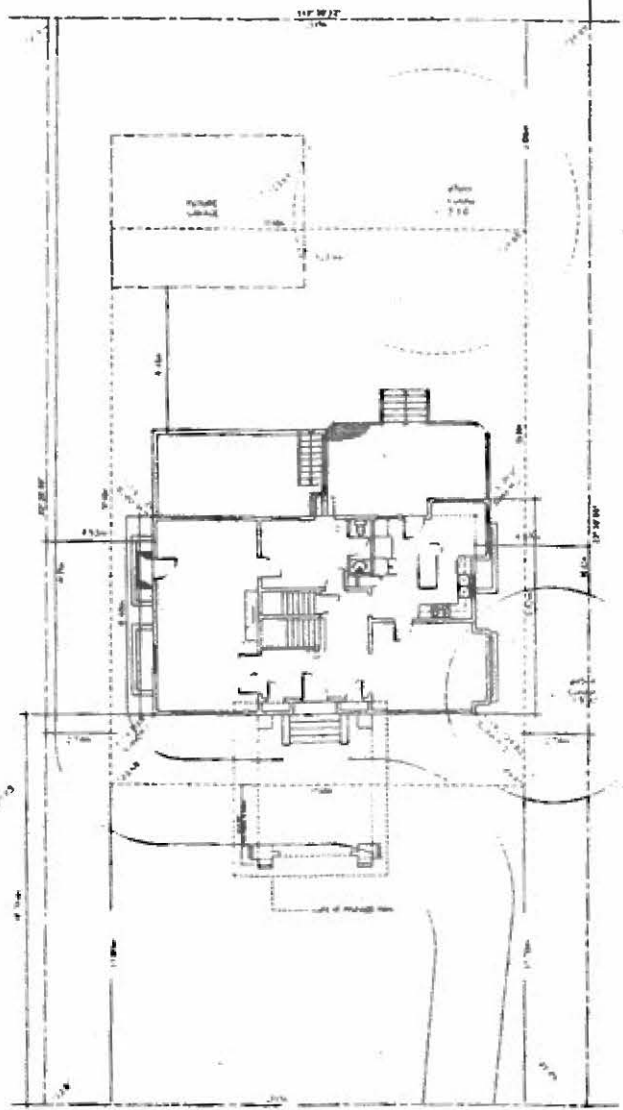
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Sign and Print Name  
\_\_\_\_\_  
Occupation  
\_\_\_\_\_  
Address

\_\_\_\_\_  
**JOHANNES PETER STOLZ**  
\_\_\_\_\_  
**MARIE-LOUISE STOLZ**

THE CORPORATE SEAL OF THE CITY  
OF BURNABY was hereunto affixed by its  
authorized signatory:

\_\_\_\_\_  
Authorized Signatory

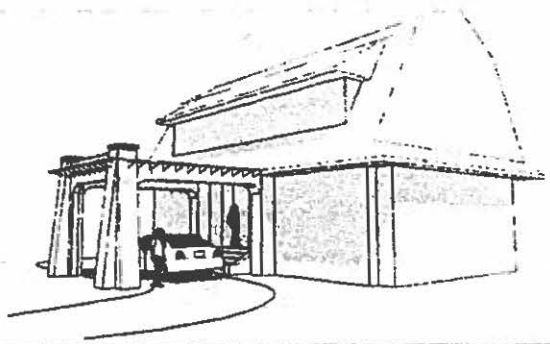


**SITE PLAN**

**NOTE:** -SCOPE OF WORK INCLUDES ONLY ADDITION OF PORT COCHERRE TO MAIN ENTRY OF EXISTING HOUSE.

-ALL DETAILS TO BE COMPLIANT WITH BCBC 2012.

-REFER TO STRUCTURAL FOR ALL STRUCTURAL MEMBER SIZING



**3D VIEW**

Authoring Application	Rev. No.
Authoring System	Issue No.
Author	Date
Project	Scale

ISSUED FOR REVIEW ONLY  
NOT FOR CONSTRUCTION

**PAUL FAST** architect

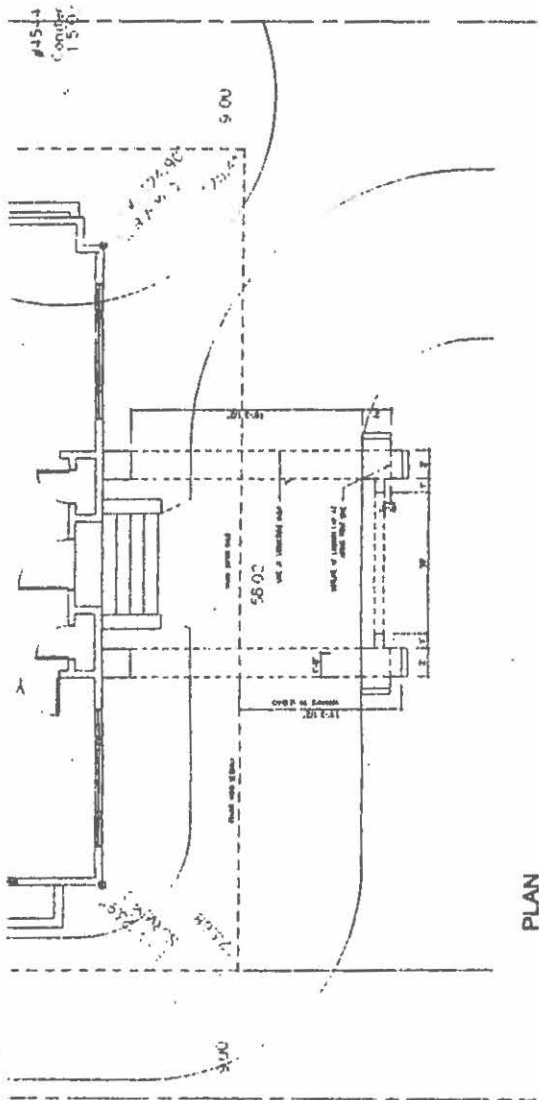
This drawing is not to be used for construction unless it is stamped and signed by the architect. It is the responsibility of the contractor to verify the accuracy of the information shown on this drawing. The architect is not responsible for any errors or omissions in this drawing. The architect is not responsible for any construction methods or materials used in the construction of the project. The architect is not responsible for any construction methods or materials used in the construction of the project.

**HADDON HOUSE**

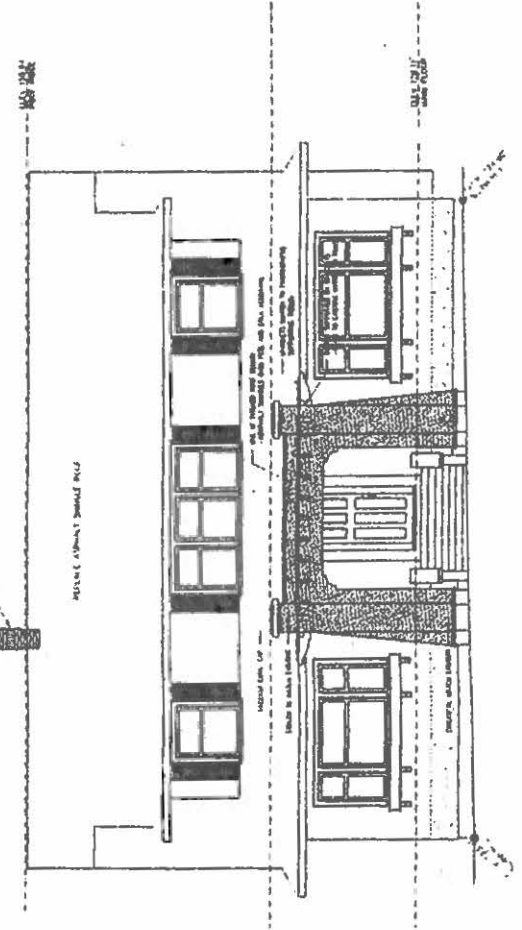
**PORT COCHERRE**

SCALE	REV. NO.
DATE	ISSUE NO.
DESIGNED BY	
DRAWN BY	
CHECKED BY	
DATE	
FILE	
FILE	

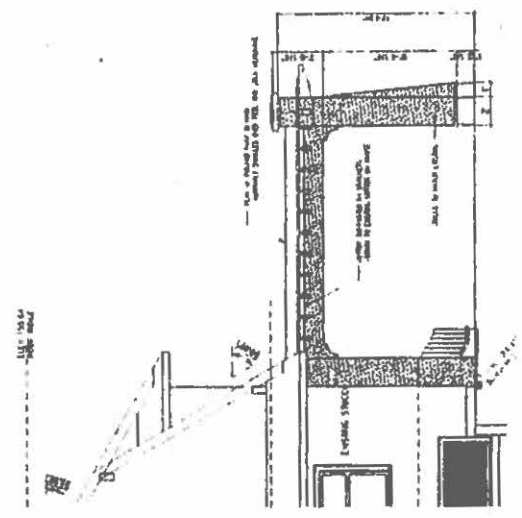
**A1**



PLAN  
1/2" = 1'-0"



FRONT ELEVATION  
1/2" = 1'-0"



SIDE ELEVATION  
1/2" = 1'-0"

ISSUED FOR REVIEW ONLY NOT FOR CONSTRUCTION	
PAUL FRAY Architect	1510
HADDON HOUSE	
PORT COCHERRE	
DATE	NO. OF SHEETS
1/25/00	1
A2	

1/25/00 Paul Fray Architect 1510