

Re: REZONING REFERENCE #73/81
KINGSWAY/ROYAL OAK AND BURLINGTON AVENUE
ANDY JOHNSON HOUSE

ITEM (SUPPL.) 34
MANAGER'S REPORT NO. 33
COUNCIL MEETING 1981 07 13

Following is the report from the Director of Planning regarding the above.

RECOMMENDATION:

1. THAT the recommendations of the Director of Planning be adopted.

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TO: MUNICIPAL MANAGER SUPPLEMENTARY
PLANNING DEPARTMENT

FROM: DIRECTOR OF PLANNING 1981 JULY 10

SUBJECT: REZONING REFERENCE #73/81
LOT "A" OF LOT 2, BLK. 31, D.L. 152, PL. 3627; LOT "B" SK. 8419
OF LOT 2, LOT 26 OF LOT 2, BLK. 31, D.L. 152, PLAN 1209;
LOTS 9, 10, 11 AND 12 OF LOT 2, BLK. 31, D.L. 152, PLAN 1209
FROM: C4 (SERVICE COMMERCIAL DISTRICT) AND RM3 (MULTIPLE
FAMILY RESIDENTIAL DISTRICT)
TO: CD (COMPREHENSIVE DEVELOPMENT DISTRICT) BASED ON
RM5 AND C3 GUIDELINES
KINGWAY/ROYAL OAK AVENUE AND BURLINGTON AVENUE
ANDY JOHNSON HOUSE

RECOMMENDATIONS:

1. THAT the tabled motion concerning the Parks Acquisition Levy and the Metrotown Open Space Levy, which was tabled 1981 June 29, be lifted from the table.
2. THAT Burnaby Zoning Bylaw 1965, Amendment Bylaw 13/81, Bylaw #7662, be now lifted from the table and advanced for consideration of Second and Third Readings.

REPORT

Arising out of Council's consideration of the subject Comprehensive Development rezoning bylaw (the Andy Johnson House Property) on 1981 June 29, the Council adopted the following tabled motions:

"THAT the aforementioned motion as moved by Alderman Stusiak and seconded by Alderman Ast 'That the normal Parks Acquisition Levy and Metrotown Open Space Levy apply to Rezoning Reference #73/81' be tabled.

"THAT "Burnaby Zoning Bylaw 1965, Amendment Bylaw No. 13, 1981', Bylaw No. 7662, be tabled."

During the course of discussion on that occasion, Council asked that a further report be prepared concerning servicing costs and concerning the ramifications of the entering of a legal agreement with respect to preservation of the existing house, portions of the stone wall, and three sequoia trees.

A. SERVICING COSTS

The information previously conveyed to Council on this subject indicated a preliminary estimate of \$36,000. This estimate included both Municipal service construction and an amount of \$15,000 estimated by B.C. Hydro for relocation of existing hydro services within the lane allowance which has to be relocated.

As a result of further investigation by B.C. Hydro and Power Authority, this figure can now be revised downward to \$24,500. This figure reflects the best estimate that is possible at this time without benefit of actual engineering design; in any event, the applicant will be responsible for the actual cost of all necessary servicing work.

B. DRAFT AGREEMENT

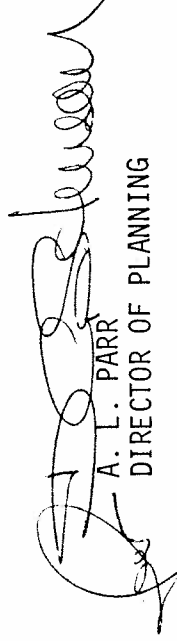
Attached for Council's examination is a copy of a draft agreement prepared by the Municipal Solicitor showing the form of agreement that is contemplated to secure the retention of the house, wall and trees, to be binding on any future owners of the property in perpetuity.

The Solicitor advises that such an agreement, when completed, could be registered under Section 215 of the Land Titles Act. Council will note that the agreement is predicated on a consideration of the sum of \$1.00 to be paid by the grantee to the grantor and provides for retention of the house and stone wall, with any alteration of the house and the trees or erection of a building or structure on the site of the house only with the prior approval of the grantee given by resolution of the Council of the District of Burnaby. This approach does not constitute an agreement under the Heritage Conservation Act, but rather represents the form of agreement that was contemplated under prerequisite condition (k) of the rezoning report.

We trust that this is the information that Council requires on these areas of this rezoning.

DGS:lf

Attachment


A. L. PARR
DIRECTOR OF PLANNING

LAND TITLE ACT
Form 17 (Section 215)

ITEM (SUPPL.) 34
MANAGER'S REPORT NO. 33
COUNCIL MEETING 1981 07 13

Covenant

APPLICATION

The Corporation of the District of Burnaby
Legal & Lands Department
4949 Canada Way, Burnaby, British Columbia. V5G 1M2
294-7313

True Value \$ _____

Herewith Fees of \$ _____

(Solicitor/Agent)
A Commissioner for taking Affidavits for British Columbia

THIS AGREEMENT made and entered into this _____ day
of _____ 1981.

BETWEEN:

WALES McLELLAND CONSTRUCTION CO. LTD.
9111 Van Horne Way,
Richmond, British Columbia

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF BURNABY

(hereinafter called the "Grantee")

OF THE SECOND PART

- A. WHEREAS the Grantor is the owner of all and singular that certain parcel or tract of land (hereinafter called "the said land") situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly described as:
- B. AND WHEREAS the Grantor and Grantee desire to ensure that the said land, including the existing house known as "Andy Johnson House", portions of a stone wall and three Sequoia trees, be retained in substantially its present condition as a site of significant local interest.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Grantor, in consideration of the premises and the sum of One (\$1.00) Dollar now paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, does hereby covenant and agree with the Grantee, pursuant to Section 215 by the Land Title Act, as follows:

(a) THAT the Andy Johnson House and the stone wall shall be retained on the said land in accordance with the landscape plan prepared by Wendy Grandin, B.C.S.L.A. marked "Schedule A" and annexed hereto and forming part hereof;

(b) THAT the facade or exterior of the Andy Johnson House shall not be altered in any way without the prior approval of the Grantee given by resolution of the Council of the District of Burnaby;

(c) THAT the three Sequoia trees, the locations of which are indicated on the aforesaid landscape plan, shall not be removed from the said land without the prior approval of the Grantee given by resolution of the Council of the District of Burnaby;

(d) THAT no building or structure shall be erected on the said land without the prior approval of the Grantee given by resolution of the Council of the District of Burnaby.

2. This Agreement shall enure to the benefit of and be binding upon the successors in title of the Grantor.