CITY OF KELOWNA

BYLAW NO. 10180

Heritage Revitalization Agreement Authorization Bylaw HRA09-0002- 911 Borden Avenue – Davara Holdings Ltd.

WHEREAS a local government may, by bylaw, enter into a heritage revitalization agreement with the Owner of property which Council deems to be of heritage value pursuant to section 966 of the *Local Government Act*;

AND WHEREAS the Municipal Council of the City of Kelowna is desirous of entering into a Heritage Revitalization Agreement with Davara Holdings Ltd for the property located at 911 Borden Avenue, Kelowna, B.C.;

THEREFORE the Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. The Municipal Council of the City of Kelowna hereby authorizes the City of Kelowna to enter into a Heritage Revitalization Agreement with Davara Holdings Ltd for the property located at 911 Borden Avenue Kelowna, B.C., and legally described as:

Lot 1, District Lot 138, ODYD, Plan 2601

In the form of such Agreement attached to and forming part of this bylaw as Schedule "A".

2. The Mayor and City Clerk are hereby authorized to execute the attached agreement, as well as any conveyances, deeds, receipts and other documents in connection with the attached agreement, and to affix the corporate seal of the City of Kelowna to same.

Read a first time by the Municipal Council this 27th day of April, 2009.

Considered at a Public Hearing this 19th day of May, 2009.

Read a second and third time by the Municipal Council 19th day of May, 2009.

Approved under the Transportation Act this 5th day of June, 2009.

Lynda Lochhead	
(Approving Officer - Minist	try of Transportation)
Adopted by the Municipal Council of the City of Kel	owna this
	Mayor

City Clerk

SCHEDULE "A" HERITAGE REVITALIZATION AGREEMENT

DOCUMENT APPROVAL			
Document No. HRA09-0002			
Cir	Department	Date	Init.
	LUM	Apr.16/	ba Du.
	Dev. Eng.	09/04/16	(A)
	Bldg & Permit	APRIC-16	MB
	City Clerks	Apr. 16/9	A Sef

THIS AGREEMENT dated as of theday of, 2009			
BETWEEN:			
AND:	CITY OF KELOWNA, a Municipal Corporation having offices at 1435 Water Street, Kelowna, British Columbia V1Y 1J4		
	(herein called the "CITY")		
	OF THE FIRST PART		
	Davara Holding Ltd., Inc. No. BC0797640 Dustin Sargent 1 – 911 Borden Ave Kelowna, BC, V1Y 6A5		
	(herein called the "OWNER")		

OF THE SECOND PART

WHEREAS a local government may, by bylaw, enter into a Heritage Revitalization Agreement with the Owner of property identified as having heritage value, pursuant to Section 966 of the Local Government Act;

AND WHEREAS the Owner owns certain real property on which is situated a building of heritage value, pursuant to the City's Heritage Register, which property and building are located at 911 Borden Avenue, Kelowna, British Columbia and legally described as:

Parcel Identifier: 002-256-479 Lot 1, District Lot 138, ODYD, Plan 2601

(herein called the "Heritage Lands")

AND WHEREAS the Owner has presented to the City a proposal for the use, development and preservation of the Heritage Lands and has voluntarily and without any requirement by the City, entered into this agreement pursuant to Section 966 of the *Local Government Act*;

AND WHEREAS a local government must hold a Public Hearing on the matter before entering into, or amending, a Heritage Revitalization Agreement if the agreement or amendment would

SCHEDULE "A" - Page 2.

permit a change to the use or density of use that is not otherwise authorized by the applicable zoning of the Heritage Lands and for these purposes Section 890 through 894 of the Local Government Act apply;

AND WHEREAS within thirty days after entering into, or amending, a Heritage Revitalization Agreement the local government must file a notice in the Land Title Office in accordance with Section 976 of the *Local Government Act* and give notice to the Minister responsible for the *Heritage Conservation Act* in accordance with Section 977 of the *Local Government Act*;

NOW THEREFORE in consideration of the mutual promises contained in this agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Heritage Revitalization

- 1.1 The parties agree that the Heritage Lands have heritage value, deserving of protection and conservation and the Owner specifically agrees to restore, maintain, preserve and protect the heritage character of the buildings located on the Heritage Lands in accordance with attached Schedules "AA", "BB", & "CC".
- 1.2 The parties agree that the Heritage Lands may, notwithstanding the RM4 Transitional Low Density Housing zoning on the Heritage Lands, be used for the following permitted uses:
 - (a) The adaptive reuse of the house to a mixed-use office building provided that:
 - The reorganization and rehabilitation of the interior of the existing heritage home removing all residential units on the first and second floors, and convert these floors to office space;
 - ii. The maximum floor area of the commercial space be limited to 217m²;
 - The hours of operation for all commercial enterprises located on the subject property shall take place between 9:00am – 5:00pm, Monday through Friday;
 - The number of staff operating form the Heritage Building is limited to a maximum of 4 employees;
 - Seven on-site parking stalls shall be provided. Two of the residential on-site parking stalls will be within the garage of the accessory building;
 - That access and egress onto the site via Ethel Street be restricted to a forward motion.
 - (b) A maximum of two residential units consisting of:
 - i. maintaining one residential unit on the third floor;
 - The construction of an accessory building to accommodate an additional residential unit.
- 1.3 The parties agree that, except as varied or supplemented by the provisions of this agreement, all bylaws and regulations of the City and all laws of any authority having jurisdiction shall apply to the Heritage Lands and the Heritage Building.
- 1.4 Where a Heritage Alteration Permit is required, the discretion to approve, refuse, or revise such permit is delegated by Council to the Director of Land Use Management.

SCHEDULE "A" - Page 3.

- 2.0 Conservation and Maintenance of Existing Development.
- The owner agrees not to alter the exterior of the heritage building except pursuant to a heritage alteration permit issued by the City, and in accordance with this agreement. 2.1
- 2.2 The owner agrees to restore the exterior of the Heritage Building on the Heritage Lands in general accordance with the design proposal attached hereto as Schedules "BB(1-9)" and forming part of this agreement, which restoration shall include, but not be restricted to the following:
 - a) Performing cosmetic upgrades to the exterior of the existing Heritage Building which will increase the life of the building's heritage features as shown on Schedule "BB (7 – 10)";
- 2.3 If original features must be replaced, the new material shall be similar or identical to the original. Where original features were removed through earlier renovations or alterations and the replacements were not in keeping with the original style of the building, any subsequent replacement of these features shall complement the building's heritage
- 3.0 **Proposed Development**
- The parties agree that variances to the following subsections of Section 13 Urban Residential Zones & Section 8 Parking and Loading of City of Kelowna Zoning 3.1 Bylaw No. 8000 be granted through this agreement:

Zoning Bylaw No. 8000 - 13.10.6 Development Regulations:

Section 13.10.6 (c) - Development Regulation - Accessory Building Height Vary the permitted height of an accessory building from 4.5 m permitted to 4.87 m proposed as shown in Schedule "BB(5)" attached to this agreement.

Section 13.10.6 (g) - Development Regulations - Separation distance between

buildings
Vary the minimum required separation between buildings from 3m required to 2.7m proposed as shown in Schedule "AA" attached to this agreement.

Zoning Bylaw No. 8000 - Table 8.1 - Parking Schedule:

Section 8.1 - Parking Schedule - Commercial offices and Apartments Vary the parking requirement from 8 stalls required to 7 stalls proposed as shown in Schedule "AA" attached to this agreement.

3.2 The Owner agrees to undertake and maintain landscaping on the subject property in general accordance with the landscape plans attached hereto as Schedule CC (1-2)" and forming part of this agreement.

(hereinafter called the "Landscaping Works")

That existing significant trees are retained on the property. Specifically, the 'Caroline Popular' as listed in the "Heritage Trees of Kelowna: Inner City Sector" as highlighted on Schedule "CC (1-2)". The Heritage Maple tree and the Indian Bean tree on the site will also be preserved.

SCHEDULE "A" - Page 4.

3.3 The Owner agrees to provide and pay for all servicing required by the proposed development of the Heritage Lands and to provide required bonding for same, including, but not limited to: domestic water and fire protection, sanitary sewer, storm drainage, road improvements, road dedications and statutory rights-of-way for utility servicing, power and telecommunication services and street lighting all as noted in section 4.0 of this agreement.

(hereinafter called the "Development Engineering Department Requirements")

4.0 Development Engineering Requirements

4.1 Domestic Water

This property is currently serviced with a small diameter (13-mm) water service, which is substandard. Disconnect and provide a new water service to meet current by-law requirements. The applicant will be required to sign a Third Party Work Order for the cost of the works prior to issuance of the permit.

4.2 Sanitary Sewer

Our records indicate that this property is currently serviced with a 100mm-diameter PVC sanitary sewer service. An inspection chamber (IC) is in place and no further upgrades are required.

4.3 Site Access and Development Related Issues

Adequate off-street parking must be provided and parking modules must meet zone size requirements.

Direct the roof drains into on-site rock pits. This will help dissipate the roof drain water and prevent additional concentrated flows onto the rear lane.

4.4 Electric Power and Telecommunication Services

It is the applicant's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for service upgrades to these services which would be at the applicant's cost.

5.0 Building and Permitting

Building, heating and plumbing permits required. New construction must conform to requirements of BCBC 2006 Part 1 Section 1.1.1.1 (o) Heritage Buildings. Code analysis required for proposed change of occupancy to first and second floor levels. Proposed slate roof installation upgrade requires structural consultant report. Spatial calculations required for proposed carriage house relative to existing residence.

6.0 Fire Department

This is a corner lot and fire fighter access can not be compromised by fences, vehicles etc. Correct, visible addressing required. Spatial separations required as per BCBC 2006. The fire escape and exit signs must comply with BCBC 2006 subsections 3.4.7 and 3.4.5.

SCHEDULE "A" - Page 5.

7.0 Commencement and Completion

7.1 The Owner agrees to commence the Restoration Works, Landscaping Works, and Works and Utilities Requirements forthwith upon adoption of City of Kelowna Heritage Revitalization Agreement Authorization Bylaw No. 10180 and to complete all such Works no later than June 30, 2010.

8.0 Damage or Destruction

- 8.1 In the event that no more than 75% of the Heritage Building is damaged, the parties agree as follows:
 - a) The Owner may repair the Heritage Building in which event the Owner shall forthwith commence the repair work and complete same within one year of the date of damage;
 - OR, in the event that the Heritage Building is destroyed,
 - b) The City may, by bylaw, and after conducting a Public Hearing in the manner prescribed by Sections 890 through 894 of the *Local Government Act*, cancel this agreement, whereupon all use and occupation of the Heritage Lands shall thenceforth be in accordance with the zoning bylaws of the City and in accordance with all other bylaws or regulations of the City or any other laws of authority having jurisdiction.

9.0 Breach

9.1 In the event that the Owner is in breach of any term of this Agreement, the City may give the Owner notice in writing of the breach and the Owner shall remedy the breach within 30 days of receipt of the notice. In the event that the Owner fails to remedy the breach within the time allotted by the notice, the City may, by bylaw and after conducting a Public Hearing in the manner prescribed by Sections 890 through 894 of the Local Government Act, cancel this Agreement whereupon all use and occupation of the Heritage Lands shall thenceforth be in accordance with the zoning bylaws of the City and in accordance with all other bylaws or regulations of the City or any other laws of authority having jurisdiction.

10.0 Amendment

- 10.1 The parties acknowledge and agree that this Agreement may only be amended by one of the following means:
 - a) By bylaw with the consent of the parties provided that a Public Hearing shall be held if an amendment would permit a change to use or density of use on site or:
 - b) By Heritage Alteration Permit (HAP), issued pursuant to Section 972 of the Local Government Act.

11.0 Representations

11.1 It is mutually understood and agreed upon between the parties that the City has made no representations, covenants, warranties, promises or agreements expressed or implied, other than those expressly contained in this Agreement.

SCHEDULE "A" - Page 6.

12.0 Statutory Functions

12.1 Except as expressly varied or supplemented herein, this Agreement shall not prejudice or affect the rights and powers of the City in the exercise of its statutory functions and responsibilities including, but not limited to, the Local Government Act and its rights and powers under any enactments, bylaws, order or regulations, all of which, except as expressly varied or supplemented herein, are applicable to the Heritage Lands.

13.0 Inurnment

13.1 This Agreement inures to the benefit of and is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

14.0 Other Documents

14.1 The Owner agrees at the request of the City, to execute and deliver or cause to be executed and delivered all such further agreements, documents and instruments and to do and perform or cause to be done and performed all such acts and things as may be required in the opinion of the City to give full effect to the intent of this Agreement.

15.0 Notices

- 15.1 Any notice required to be given pursuant to this Agreement shall be in writing and shall either be delivered mailed by registered mail as follows:
 - (a) To the City:

City of Kelowna 1435 Water Street Kelowna, B.C. V1Y 1J4

ATTENTION: City Clerk

(b) To the Owner:

Davara Holding Ltd., Inc. No. BC0797640

Dustin Sargent 1 – 911 Borden Ave Kelowna, BC, V1Y 6A5

Or, to such other address to which a party hereto may from time to time advise in writing

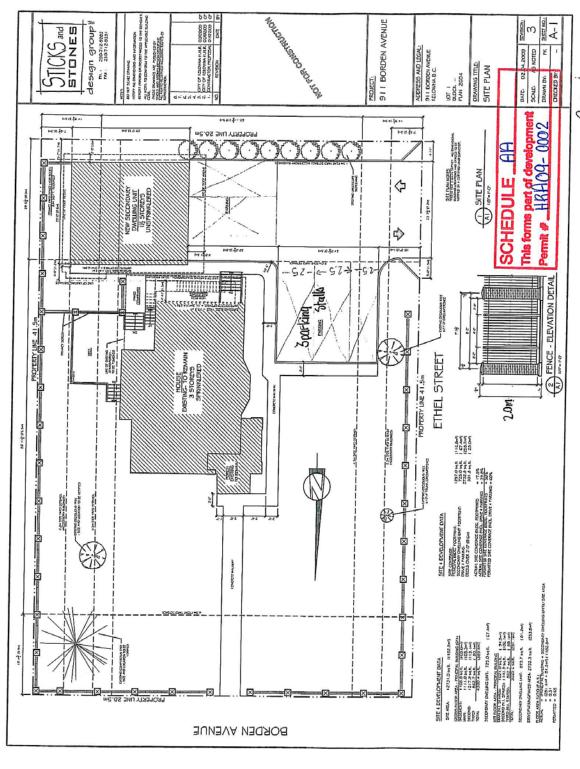
16.0 No Partnership or Agency

16.1 The parties agree that nothing contained herein creates a relationship between the parties of partnership, joint venture or agency.

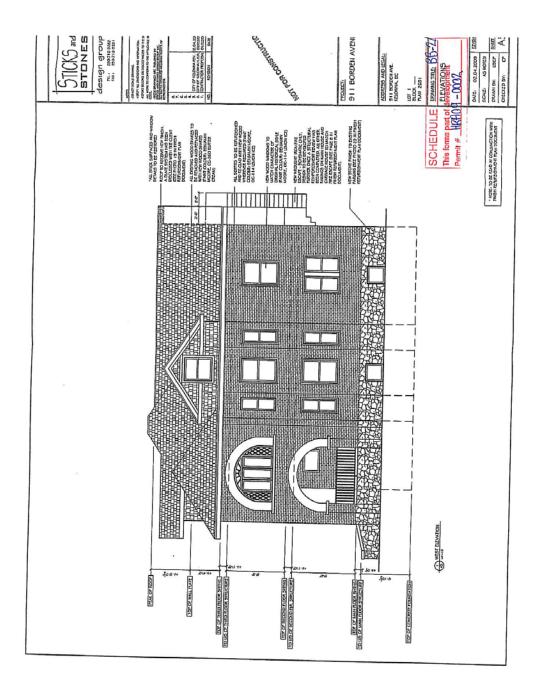
SCHEDULE "A" - Page 7.

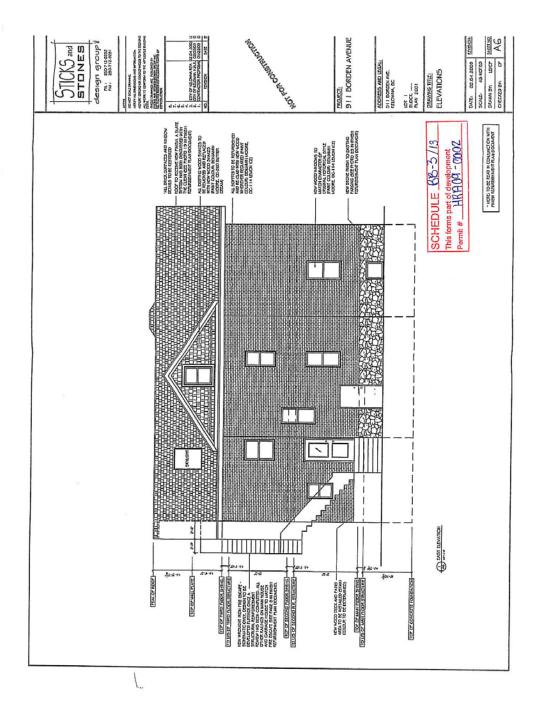
IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day and year first above written.

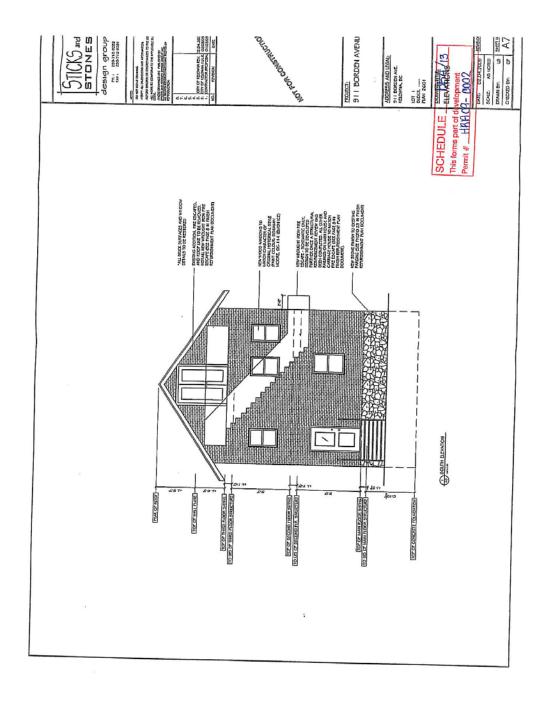
CITY OF KELOWNA by its authorized signatories	
Mayor	
City Clerk	
Davara Holdings Ltd., Inc. NO BC0797640 Signed by DUSTIN SARGENT	J.
In the presence of:	
CHARUES CULLEN Witness (print name)	Witness (Signature)
5045 SCOTTY CREEK RC	OAK
CARPENTEROccupation	

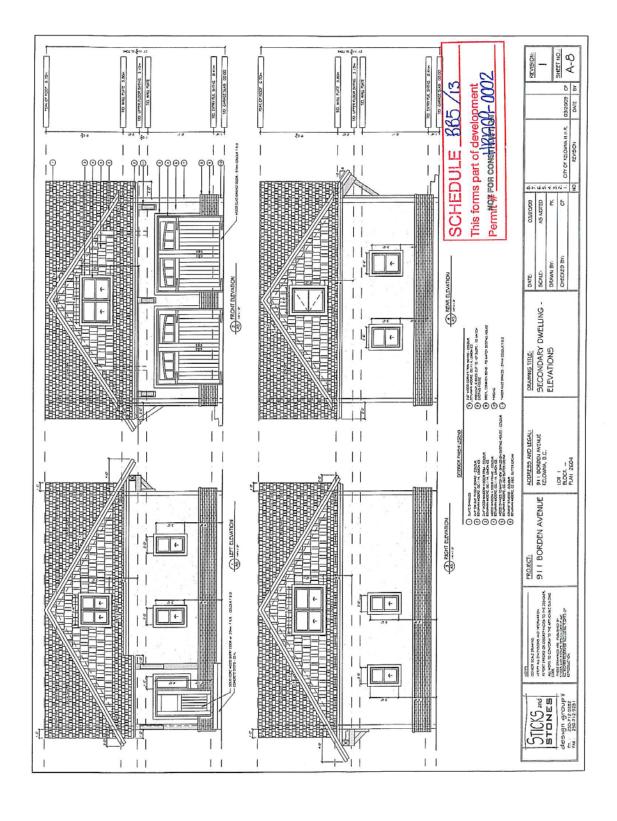


Raviced













911 Borden Avenue

Kelowna, BC

Feb. 4, 2009 - Issued to City of Kelowna, Heritage Home Restoration 10 Pages Total

<u>General Info</u> Contact Cheryl Plaxton or Leigh Blackburn of Sticks and Stones Design Group (250-712-9282) for any questions or clarifications.

Project Overview

Our objectives for this Historical Home include the complete restoration of the interior and exterior of the building and re-designed landscaping that will enhance the unique historical character of the property. This includes the:

- Removal of the south addition;
- Installation of a new wrought iron fire escape;
- Refurbishment of original brick and wood work which may include the removal of existing bricks. Currently our client has been in contact with two masons who have extensive experience with local historical restoration projects. Soffits and fascia will need to be refurbished and new eaves installed;
- Installation of new wood windows and doors;
- Installation of updated roofing (possibly slate structural consultant to provide input on support requirements)
- Replacement of existing shakes with new painted wood shakes;
- Cladding of existing concrete parging with new stone;
- Cladding of concrete steps with new wood decking and stair treads;
- Installation of a new wood deck and patio area;
- Addition of new perimeter brick and iron fencing;
- Updates to lighting fixtures and hardware with a Historical style;
- Updates to landscaping with a focus on retaining the existing trees, and
- Installation of appropriate paving materials.

We are also proposing to incorporate a small carriage house in the SE corner of the property that would emulate the brickwork and the character of the original building. This carriage home will be slab on grade construction intended for residential use. Finishes for the home are yet to be determined, but may have similar finishes to the interior of the main home.

Interior updates to the existing building will include maintaining the 3rd floor residential suite, converting the 2rd and 1st floors into commercial office spaces for a family run business & foundation, and updating the basement level as a secure storage space. The design of the interior spaces is still under development, but generally these updates will include:

- The rewiring of all electrical to bring the home up to code and modern standard;
- A complete overhaul of the plumbing and heating systems while maintaining the original radiant heating units:
- The addition of fire sprinklers throughout;
- The removal of numerous existing walls this will include consultant review of structural updates such as overhead beams and posts;
- The exposure of existing brickwork to the interior;
- The restoration of the existing stairwell railings and mouldings to remain;
- A complete interior renovation including new walls, interior glazing, lighting, millwork, plumbing fixtures, fireplaces, and finishes. Finishes are yet to be determined but may include new wood floors, historical doors and hardware, pot & specialty lighting.
- The 3rd floor layout will remain, but due to updates of electrical, plumbing, and heating some renovation work will be required.

SCHEDULE BB7/13 This forms part of development

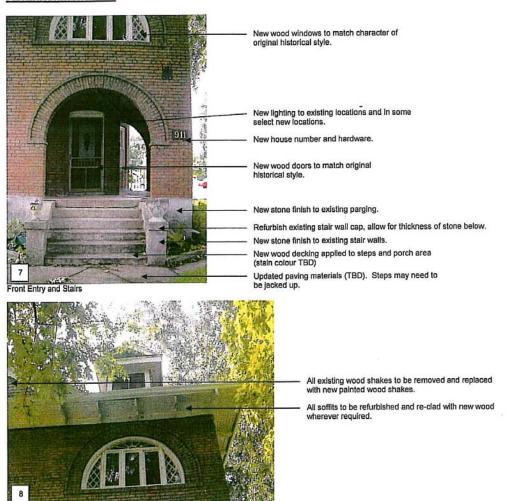
FINISH REFURBISHMENT PLAN – 911 Borden Avenue

Feb. 4, 2009 - Issued to City of Kelowas Heritage Harden

Feb. 4, 2009 - Issued to City of Kelowna, Heritage Home Restoration

Refurbishment Plan

North upper window and dormers.



SCHEDULE BB8/13

FINISH REFURBISHMENT PLAN - 911 Borden Avenue his forms part of development





Roof to receive new finish. A slate system has been discussed with the client.

Addition to be removed. All brick surfaces to be restored.

All cabling to run through the new Interior walls rather than along the exterior as existing. General Contractor to provide direction to Sticks and Stones Design Group regarding requirements of Interior

New wrought iron railing to match character of new fire escape.





Remove existing addition, fire escapes, and roof line. Install new wrought iron fire escape.

Potential rear entryway to be added at existing door to future boardroom.

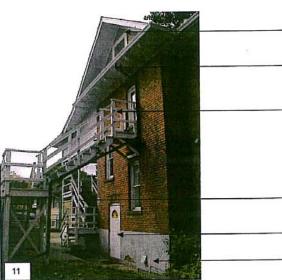
Location for new carriage home emulating style of existing home.

Parking areas and walkways to receive new paving finishes TBD.

South elevation of building.

FINISH REFURBISHMENT PLAN - 911 Borden Avenue EDULE _ 689 /13

Feb. 4, 2009 - Issued to City of Kelowna, Heritage Home Restoration part of development Permit # HKHO9 - 0002



All existing wood shakes to be removed and replaced with new painted wood shakes.

Eaves to be replaced.

Remove existing fire escape. Patch and repair all damaged brick.

Remove existing wood patio. New wood deck and patio area to be installed.

New historical style wood doors to be

New stone finish to existing parging. Any structural cracking or damage to be addressed.

East Elevation of Building



Existing pergola to be removed to accommodate new deck, landscaping, and carriage home.

Existing pergola on East end of building.

FINISH REFURBISHMENT PLAN – 911 Borden Avenue Feb. 4, 2009 - Issued to City of Kelowna, Heritage Home Restoration



SCHEDULE BB10/13 This forms part of development Permit # HKH09 - 0002

FINISH REFURBISHMENT PLAN – 911 Borden Avenue DULE 28 11/13 Feb. 4, 2009 - Issued to City of Kelowna, Heritage Home Restoration

<u>Proposed New Finishes</u>
The following images indicate any proposed new exterior finishes:





FINISH REFURBISHMENT PLAN – 911 Borden Avenue DULE BBQ 13

Feb. 4, 2009 - Issued to City of Kelowna, Heritage Home Restoration ms part of development

Permit # HKHON - 0002

Permit # _

Slate Roof



Paint Finishes

- 1. Benjamin Moore, OC-114 Lemon Ice Location: Windows and Doors, Soffits, Fascia, and Trim.
- Benjamin Moore, CC-260 Butter Cream Location: Wood Shakes.

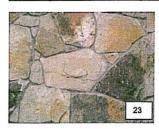
Proposed Lighting







Stone Style to Cover Existing Parging



Sticks and Stones Design Group Inc 201 - 1856 Ambrosi Place, Kelowna, BC V1Y 4R9 Ph. 250.712.9282 Fax. 250.712.9281 101 - 729 10th St. Canmore, AB T1W 2A3 Ph. 403-678-1733 Fax. 403-609.2755

FINISH REFURBISHMENT PLAN – 911 Borden Avenue Feb. 4, 2009 - Issued to City of Kelowna, Heritage Home Restoration EDULE

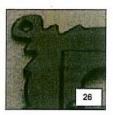
This forms part of development Permit # HRA09 - 0002

Proposed Door Hardware



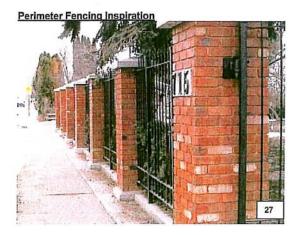


Hinge Style



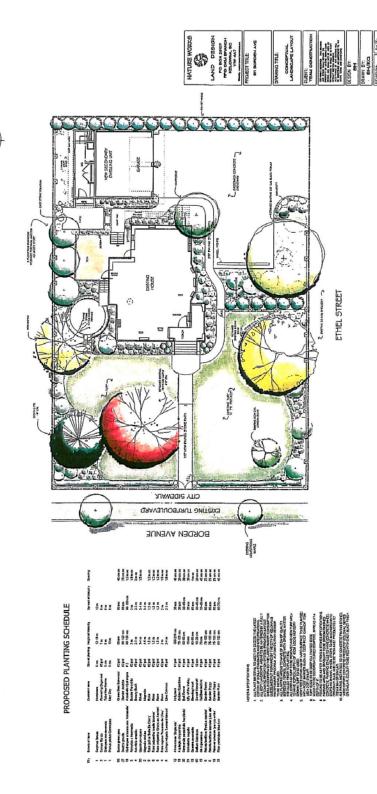
Entry Set (Style only)

Hardware Finish



Sticks and Stones Design Group Inc 201 - 1856 Ambrosi Place, Kelowna, BC V1Y 4R9 Ph. 250.712.9282 Fax. 250.712.9281 101 – 729 10th St. Canmore, AB T1W 2A3 Ph. 403-678-1733 Fax. 403-609.2755

911 BORDEN AVE. CONCEPTUAL LANDSCAPE DESIGN





911 BORDEN AVE. CONCEPTUAL LANDSCAPE DESIGN

