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DOCUMENT APPROVAL			
Document No. BL7789			
Cir.	Department	Date	Init.
	Planning	March 7/07	MC
	Wrks. & Util.	9/6/03/07	JA
	Building	9/6/03/06	CP
	Clerks	March 5/07	gn

HERITAGE REVITALIZATION AGREEMENT

THIS AGREEMENT made the _____ day of _____, 199

BETWEEN:

CITY OF KELOWNA
1435 Water Street
Kelowna, B.C. V1Y 1J4
(hereinafter called the "City")

OF THE FIRST PART

AND:

DR. ALAN BROOME INC., (Inc. No. 447508)
486 Cadder Avenue
Kelowna, B.C. V1Y 5N3
(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS a local government may, by bylaw, enter into a heritage revitalization agreement with the owner of heritage property pursuant to Section 1021 of the *Municipal Act*;

AND WHEREAS the Owner owns certain real property on which is situate a building of heritage value known as the *Foster Residence* constructed in or about 1921 and designated as a heritage building pursuant to the *Kelowna Heritage Resource Inventory*, which property and heritage building are situate at 486 Cadder Avenue, Kelowna, British Columbia and legally described as:

Parcel Identifier: 011-353-457
Lot A, District Lot 14
Osoyoos Division Yale District
Plan 1693

(hereinafter called the "Heritage Property");

AND WHEREAS the Owner has presented to the City a proposal for the use, development and preservation of the heritage property and has voluntarily and without any requirement by the City, entered into this agreement pursuant to Section 1021 of the *Municipal Act*;

AND WHEREAS the heritage property is subject to Section 57(2) of the *Highway Act* and accordingly the approval of the Minister of Transportation & Highways is required pursuant to Section 1021(6)(b) of the *Municipal 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 permit a change to the use or density of use that is not otherwise authorized by the applicable zoning of the heritage property and for these purposes Sections 956 to 959 of the *Municipal 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 1031 of the *Municipal Act* and give notice to the Minister responsible for the *Heritage Conservation Act* in accordance with Section 1032 of the *Municipal 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 property has heritage value, deserving of protection and conservation and the Owner specifically agrees to maintain, preserve and protect the heritage character of the building located on the heritage property.
- 1.2 The parties agree that the heritage property may, notwithstanding the R-1 (Single Family Residential-Low Density) zoning for the heritage property, be used for the following permitted uses within the heritage building on the heritage property:
 - (a) a medical doctor's office, provided that
 - (i) a maximum of two employees shall be employed at any one time in addition to the doctor, including one nurse and a secretary;
 - (ii) patient visiting hours shall be restricted to between 8:00 a.m. and 5:00 p.m. Monday to Friday, inclusive; and
 - (iii) the teaching of one medical student shall be permitted for a maximum of one month during the months of April through September inclusive of each year during the term of this agreement.
 - (b) one single family 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 property.

2.0 Proposed Development

2.1 The Owner agrees to restore the exterior heritage building on the heritage property in accordance with the design proposal attached hereto as Schedule 1, and forming part of this agreement, which restoration shall include, but not be restricted to, the following:

- (a) new cedar shingle siding (heritage blue in colour);
- (b) new cedar shingle roof (natural colour);
- (c) porch addition;
- (d) building trim (white colour);
- (e) paving of parking area (five parking stalls) incorporating interlocking brick or asphalt, and to provide landscape screening for same;
- (f) new walkway to porch addition.

(hereinafter called the "Restoration Works")

2.2 The restoration works shall be done in accordance with the Building Bylaw of the City and the British Columbia Building Code, and shall include the following:

- (a) Main floor shall be separated from the basement with a 3.4 hour fire separation (5/8 type X gypsum board on ceiling).
- (b) The door to the basement shall have a 20 minimum rating (i.e. solid core) and self-closure device.
- (c) The furnace room shall be separated with a 3/4 hour rating and all ducts tightly fire stopped as they leave the furnace room.
- (d) Handicapped access and washrooms are not required.

2.3 The Owner agrees as far as reasonably possible, to maintain the existing landscaping, trees and shrubbery on the heritage property.

3.0 Servicing

3.1 The Owner agrees to provide, at the Owner's expense, for all necessary utility servicing required by the proposed development of the heritage property.

3.2 The Owner agrees to provide and pay for all servicing required by the proposed development of the heritage property and to provide required bonding for same including, but not limited to, domestic water and fire protection, sanitary sewer, storm drainage, road improvements, road dedication and statutory rights-of-way for utility servicing, power and telecommunication services and street lighting all as described in Schedule 2 - Required Works and Services, attached hereto and forming part of this agreement (hereinafter called the "Servicing Works").

4.0 Commencement and Completion

The Owner agrees to commence the restoration works and servicing works forthwith upon adoption of Heritage Revitalization Agreement Authorization Bylaw No. 7789 and to complete the works no later than March 1st, 1998.

5.0 Damage or Destruction

In the event that the heritage building is damaged or destroyed the parties agree as follows:

- (a) the owner may repair or reconstruct the heritage building in which event the owner shall forthwith commence the repair or reconstruction and complete same within one year of the date of damage or destruction; or
- (b) the owner may choose not to repair or reconstruct the building in which event the City may in its discretion by bylaw after conducting a public hearing in the manner provided in Sections 956 through 959 of the Municipal Act cancel this agreement whereupon all use and occupation of the heritage property 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.

6.0 Breach

In the event that the owner is in breach of any term of this agreement, the City may give the owner notice of 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 limited by the notice, the City may by bylaw and after conducting a public hearing in the manner prescribed by Sections 956 through 959 of the Municipal Act cancel this agreement whereupon this agreement shall be terminated and all use and occupation of the heritage property shall thenceforth be in accordance with the zoning bylaws of the City and in accordance with all other bylaws and regulations of authority having jurisdiction.

7.0 Amendment

7.1 The parties acknowledge and agree that this agreement may only be amended as follows:

- (a) by bylaw by 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;
- (b) by heritage alteration permit issued pursuant to Section 1027 of the *Municipal Act*.

8.0 Representations

It is mutually understood and agreed 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.

9.0 Statutory Functions

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 *Municipal 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 property.

10.0 Enurement

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

11.0 Other Documents

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.

12.0 Notices

Any notice required to be given pursuant to this agreement shall be in writing and shall either be delivered or 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:

Dr. Alan Broome Inc.
486 Cadder Avenue
Kelowna, B.C. V1Y 5N3

or to such other address to which a party hereto may from time to time advise in writing.

13.0 No Partnership or Agency

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

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

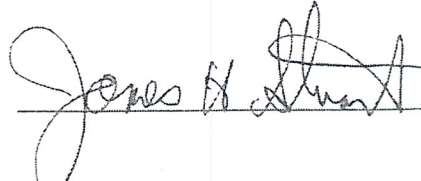
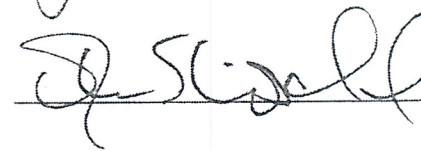
SIGNED in the presence of:

Witness

Address

Occupation

CITY OF KELOWNA
by its authorized signatory(ies)

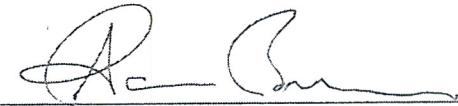
SIGNED in the presence of:

Witness

Address

Occupation

DR. ALAN BROOME INC.
by its authorized signatory(ies)



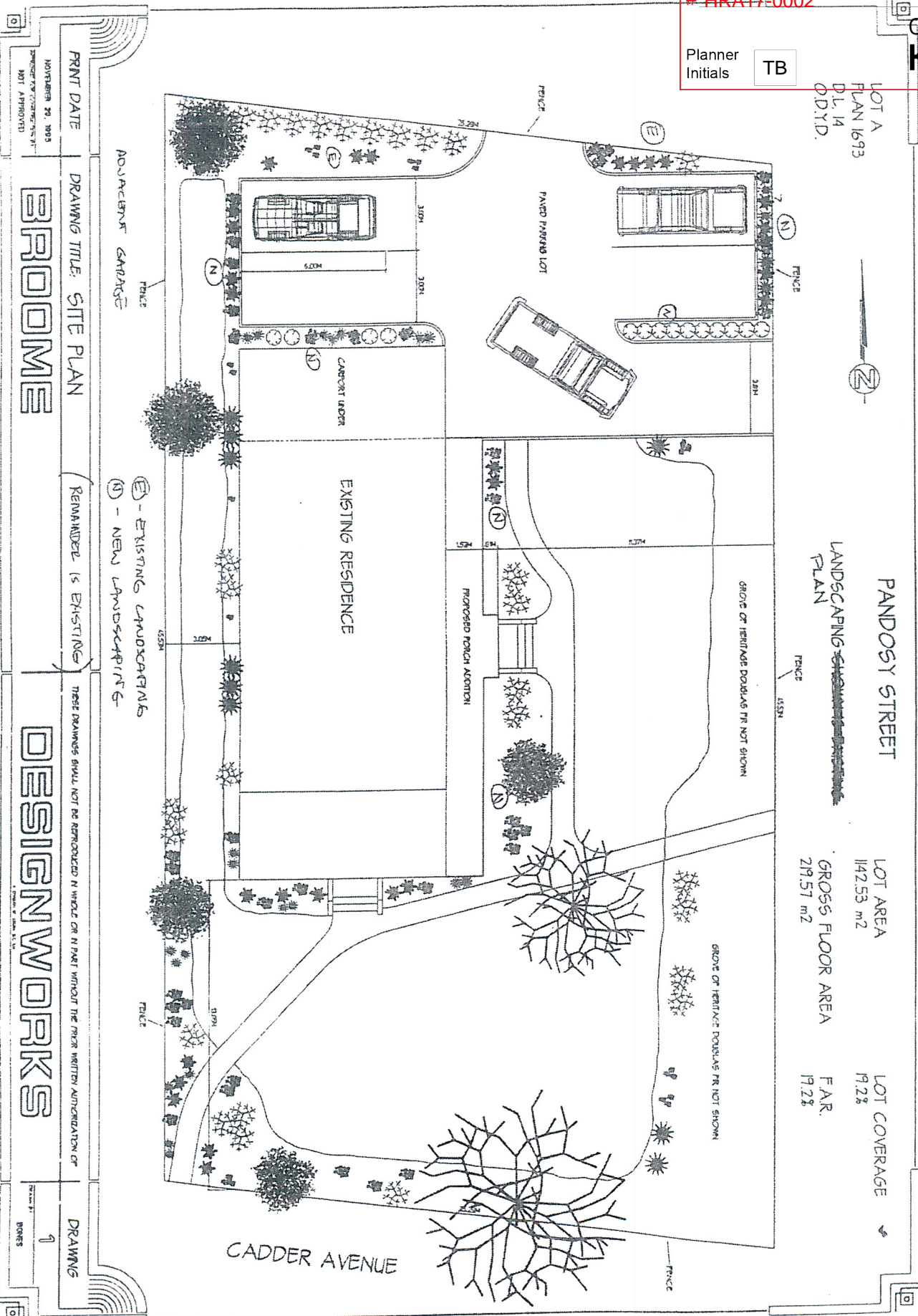


City of
Kelowna
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LOT A
PLAN 1693
D.L. 14
O.D.Y.D.



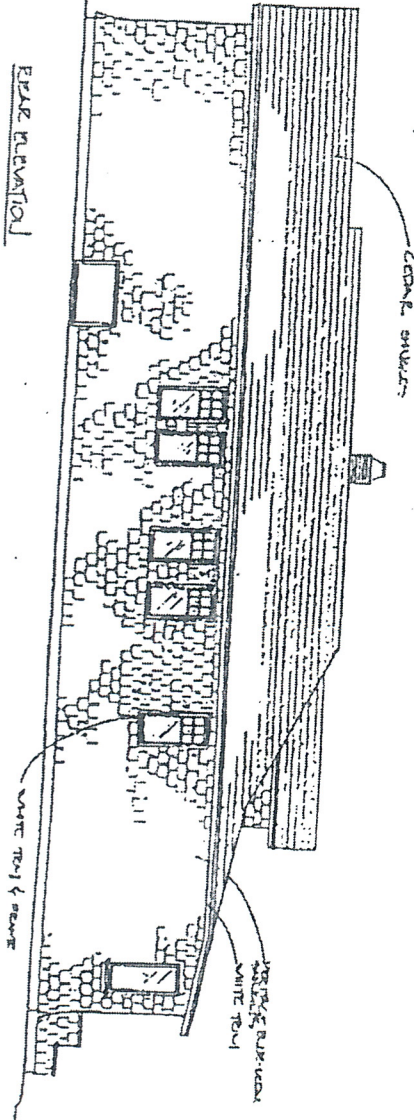
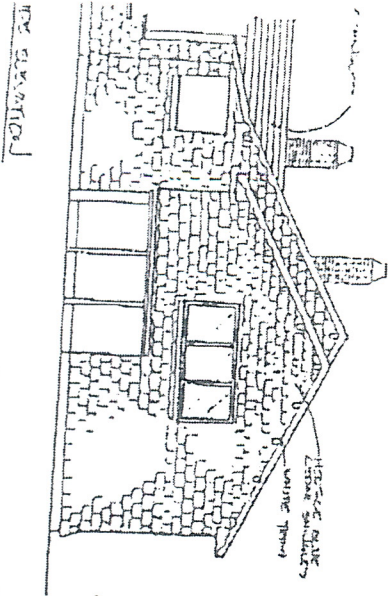
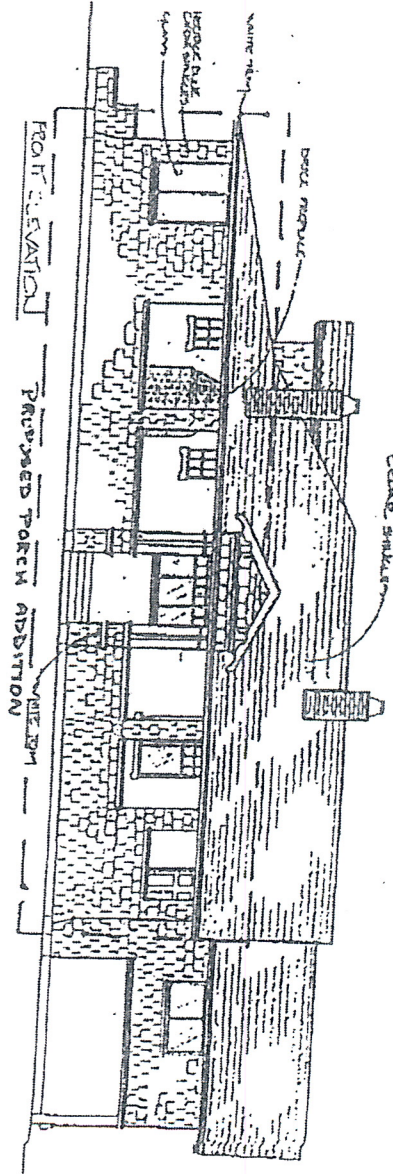
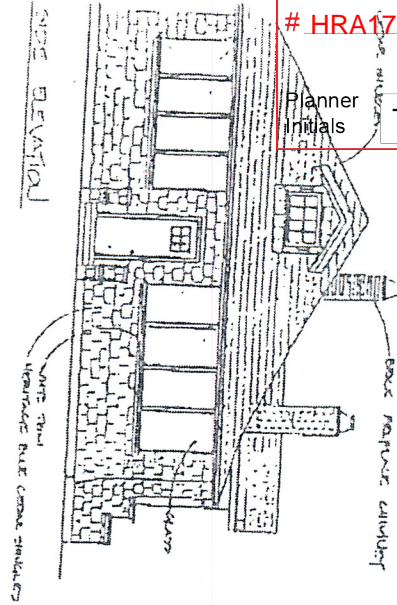
This forms part of application

HRA17-0002



City of
Kelowna
COMMUNITY PLANNING

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DATE DATE

DRAWING TITLE ELEVATIONS

BROOME

DESIGNWORKS

DRAWING

SCHEDULE 2

REQUIRED WORKS AND SERVICES

1. Domestic Water and Fire Protection

- (a) Collect \$2,600.00 as this development's share of future water main renewal on Pandosy Street.
- (b) The premises are presently serviced with a 19 mm diameter water service which may be retained for the new use, if it is large enough. A larger service will be installed by the City at the developer's cost, if required.
- (c) A water meter is mandatory as is a sewer credit meter to measure all irrigation water. Water meters must be housed in an above-ground, heated, accessible but secure building, either as a part of the main site buildings or in a separate building. Remote reader units are also mandatory on all meters.

2. Sanitary Sewer

- (a) Sewer main upgrading is not requested.
- (b) The existing premises are presently serviced with a 100 mm diameter sanitary service which may be retained for the new use if it is large enough. If a larger sanitary service is needed, it will be installed by the City at the applicant's cost.

3. Storm Drainage

- (a) A piped storm drainage system is required on Cadder Avenue. The cost of this is included in the Roads upgrading item.
- (b) Collect \$1,500 per acre for future upgrading of downstream drainage facilities ($\$1,500 \times 0.28 \text{ acres}$) = \$423.00.
- (c) The development will be required to contain and dispose of site generated storm water on the site by installing a ground recharge system consisting of drywells and perforated pipe bedded in drain rock.

A storm drainage overflow service may be available to the site from the proposed storm drainage pipe in Cadder Avenue, recognizing that the distance from the proposed site parking to Cadder Avenue may be too great to extend a gravity storm service.

4. Road Improvements

(a) Pandosy Street

Pandosy Street will be upgraded under local improvement in the future. This applicant will not be assessed a frontage improvement levy at this time, but must participate in the local improvement by-law when it is instituted.

Schedule 2 - Page 2.(b) Cadder Avenue

Cadder Avenue must be upgraded to a full urban standard consisting of monolithic curb, gutter and sidewalk, piped storm drainage system including catch basin and manholes as required, fillet pavement, street lighting, and landscaped boulevard complete with underground irrigation system. The cost of this work for bonding purposes is: \$14,000.00.

5. Subdivision By registered plan to provide the following:

- (a) Dedicate a 3.2 m widening of Pandosy Street fronting this property.
- (b) Dedicate a 6.0 m radius corner rounding of the Cadder Avenue / Pandosy Street corner.
- (c) Grant statutory rights-of-way at no cost, if required for utility services.

6. Power and Telecommunication Services

The services to this development are to be installed underground. It is the developer's responsibility to make a servicing application to the respective utility companies. The utility companies are then required to obtain the City's approval before commencing their servicing works.

7. Street Lighting

Street lights must be installed on all fronting roads as determined by the Electrical Utilities Manager.

8. Engineering

Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject to the approval of the City Engineer.

9. DCC Consideration

None of the requested construction is eligible for DCC credits.

10. Latecomer Provision

Under provisions of Section 990 of the Municipal Act, the applicant will be eligible for latecomer protection for the following items:

- 1. Storm drainage installation on Cadder Avenue.

11. Bonding and Levy Summary

- (a) Bonding
Cadder Avenue Upgrading

\$14,000.00

Schedule 2 - Page 3.

(b)	Levies	
	Share of water main renewal	\$2,600.00
	Downstream drainage	<u>\$ 423.00</u>
	Total Levies	<u>\$ 3,023.00</u>

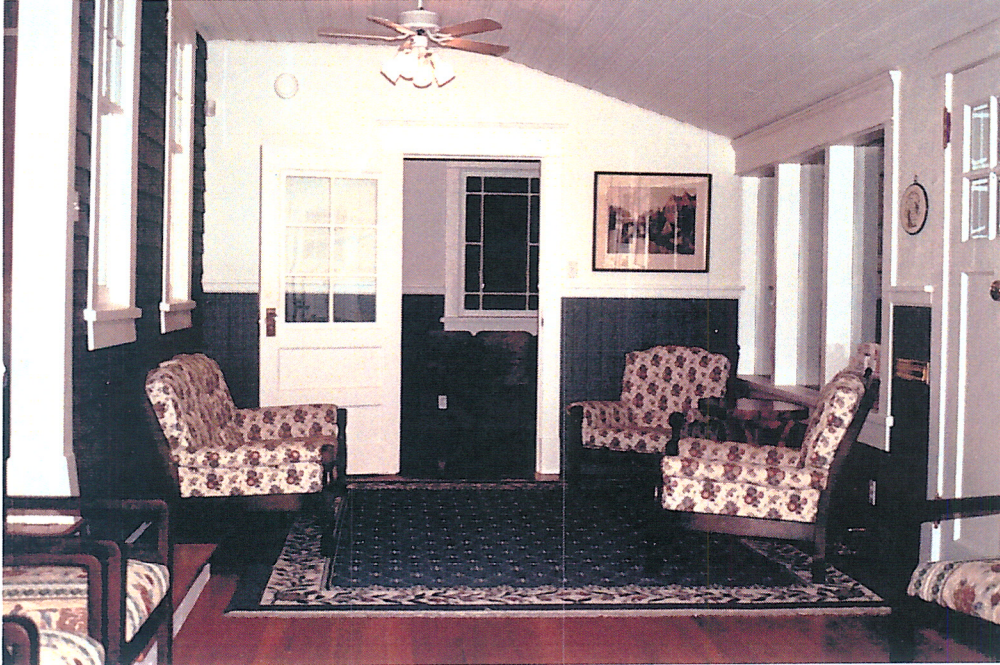
– Photos of the Foster House Heritage Property

Exterior Photos





Interior Photos



Porch Finished



Porch in progress





Reception Desk Finished



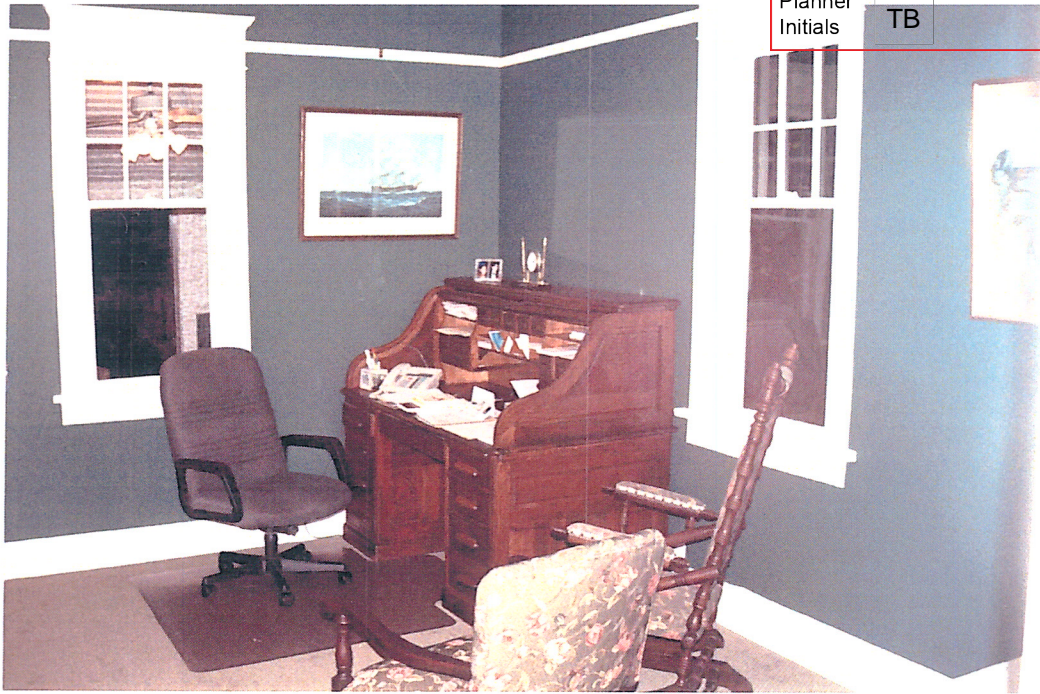
Reception Desk in progress



Waiting Room finished



Waiting Room in progress



Doctor's Office



Doctor's Office



SCHEDULE "A"
HERITAGE REVITALIZATION AGREEMENT

THIS AGREEMENT dated as of the ____ day of _____, 2017

BETWEEN:

THE CITY OF KELOWNA, a Municipal Corporation having offices at
1435 Water Street, Kelowna, British Columbia, V1Y 1J4

(Herein called the "CITY")

AND:

Dr. Alan Broome Inc. (Inc. No. 447508)
486 Cadder Avenue, Kelowna, British Columbia, V1Y 5N3

(Herein called the "OWNER")

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 610 of the *Local Government Act*,

AND WHEREAS the Owner owns certain real property located at 486 Cadder Avenue, on which is situated a building of heritage value pursuant to the City's Heritage Register, legally described as:

Lot 1, District Lot 14, ODYD, Plan KAP69061
(PID: 025-046-101)

(Herein called the "Heritage Property")

AND WHEREAS the Owner has presented to the City a proposal for the use and preservation of the Heritage Property and has voluntarily and without any requirement by the City, entered into this agreement pursuant to Section 610 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 permit a change to the use or density of use that is not otherwise authorized by the applicable zoning of the Heritage Property, and for these purposes Section 464 through 470 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 594 of the *Local Government Act* and give notice to the Minister responsible to the *Heritage Conservation Act* in accordance with Section 595 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 and Preservation

- 1.1 The parties agree that the Heritage Property has heritage value, deserving of protection and conservation, and the Owner specifically agrees to maintain, preserve and protect the heritage character of the building located on the Heritage Property in accordance with Attached Schedule "AA".

2.0 Governing Regulations

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 Property.

3.0 Uses Permitted

- 3.1 The principal uses permitted on the Heritage Property are:

- a) Health Services, Major
- b) Health Services, Minor
- c) Single Dwelling Housing

- 3.2 The secondary uses permitted on the Heritage Property are:

- a) Secondary Suite

4.0 Proposed Development

- 4.1 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.
- 4.2 Where a Heritage Alteration Permit is required, the discretion to approve, refuse or revise such permit is delegated by Council to the Community Planning Department Manager.
- 4.3 The hours of operation for offices located on the subject property shall be between 8.00 am and 7.00 pm Monday through Friday, and 9.00 am to 4.00 pm on Saturday. Patients will be seen by appointment only.
- 4.4 Six (6) on-site parking stalls shall be provided as shown on Schedule "AA"
- 4.5 Signage will be limited to one sign to a maximum size of 2.0m² and a maximum height of 1.0m may be attached to the residence or may be free standing located in the front yard or a flanking side yard. Any such free standing sign may be located on the property line but must not encroach or overhang beyond the property line.

Damage or Destruction

5.1 In the event that the Heritage Property is damaged, the parties agree as follows:

- (a) The Owner may repair the Heritage Property in which event the Owner shall commence and complete the repair work within one year of the date of damage.

OR, in the event that the Heritage Property is destroyed,

- (b) The City will, by bylaw and after conducting a Public Hearing in the manner prescribed by Sections 464 through 470 of the *Local Government Act*, cancel this Agreement whereupon all use and occupation of the Heritage Property shall 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.

6.0 Breach

6.1 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 464 through 470 of the *Local Government Act* cancel this Agreement whereupon all use and occupation of the Heritage Property 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.

7.0 Amendment

7.1 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 617 of the *Local Government Act*.

8.0 Representations

8.1 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.

9.0 Statutory Functions

9.1 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 Property.

10.0 Enurement

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

11.0 Other Documents

- 11.1 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.

12.0 Notices

- 12.1 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:

Dr. Alan Broome Inc. (Inc. No. 447508)
486 Cadder Avenue
Kelowna, BC, V1Y 5N3

Or to such other address of which one party may notify the other in writing.

13.0 No Partnership or Agency

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

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)

Dr. Alan Broome Inc.

By its authorized signatory (ies)

In the presence of:

Witness (print name)

Address

Occupation

Attachments:

Schedule AA, page 1 Exterior Rendering

Schedule AA, page 2 Building Elevations

Schedule AA, page 3 Site Plan

Schedule AA, page 4 Floor Plan

This forms part of application
HAP17-0002

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Merry Brande



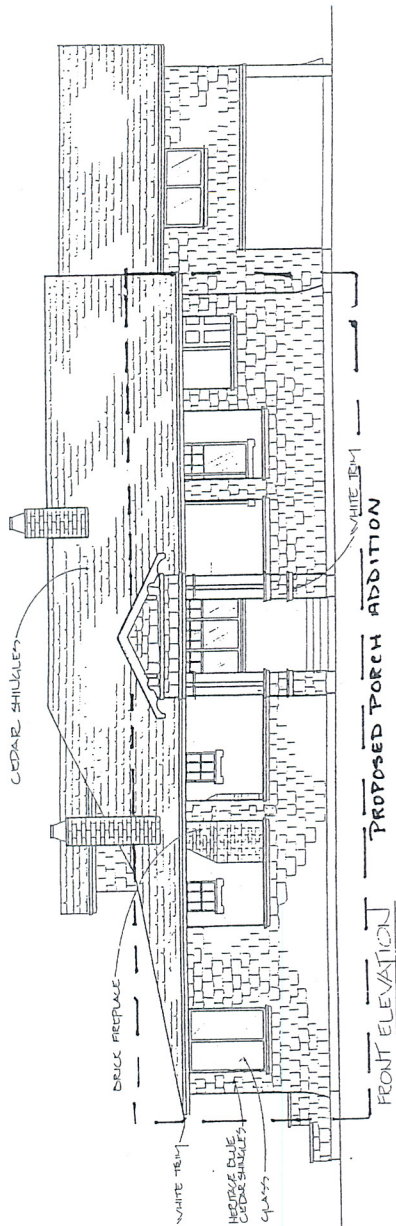
City of
Kelowna
COMMUNITY PLANNING



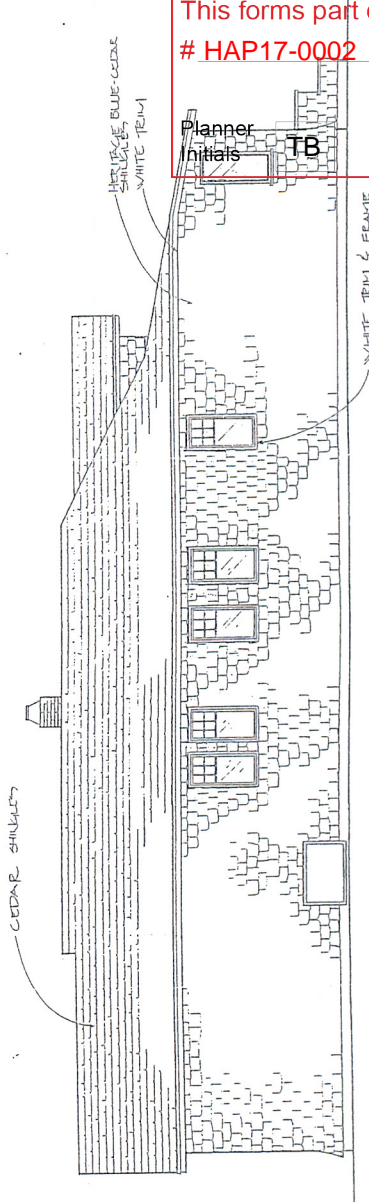
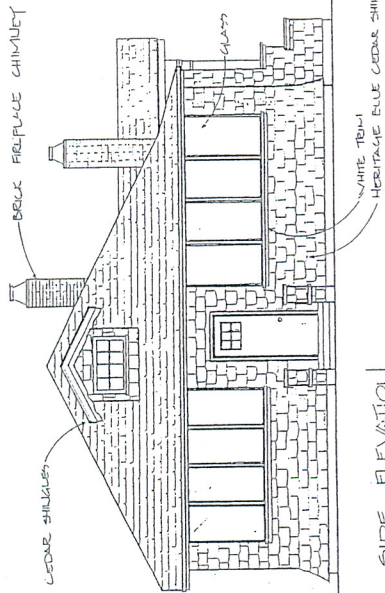
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HAP17-0002



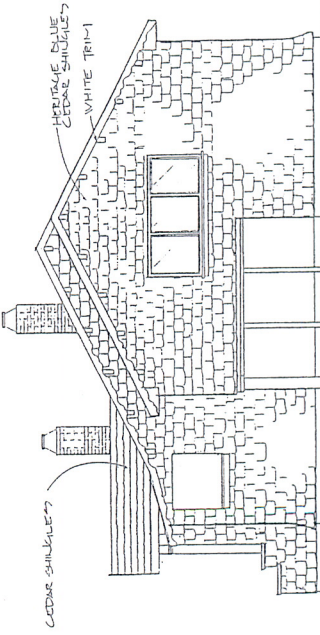
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Initials TB



SIDE ELEVATION



SIDE ELEVATION



THESE DRAWINGS SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF

DESIGNWORKS

DRAWING TITLE: ELEVATIONS

BROOME

PRINT DATE

NOVEMBER 20, 1993

APPROVED FOR CONSTRUCTION BY:

NOT APPROVED



Planner
Initials

Drawings
BOOK 3

THESE DRAWINGS SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN AUTHORIZATION OF

DESIGNWORKS

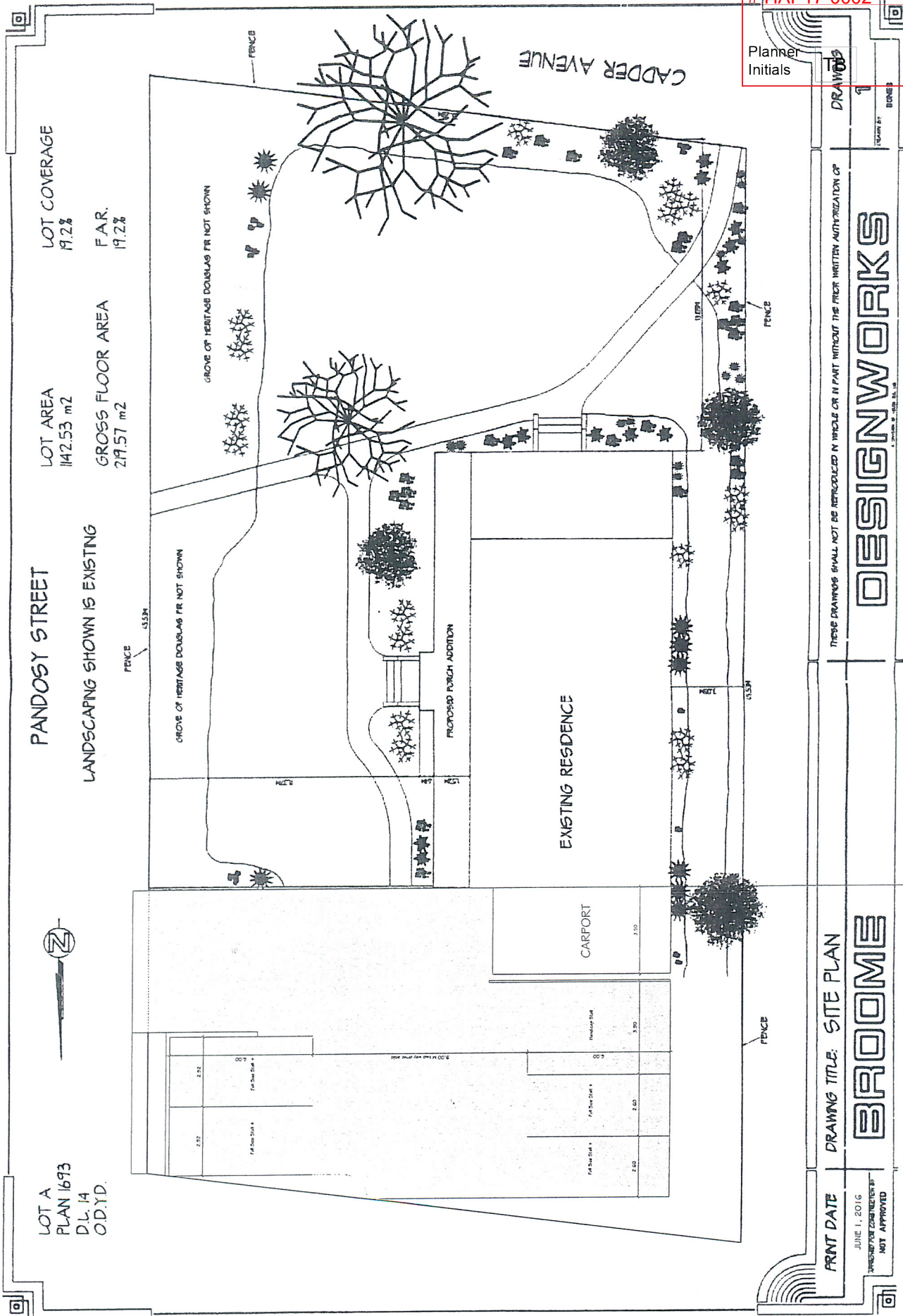
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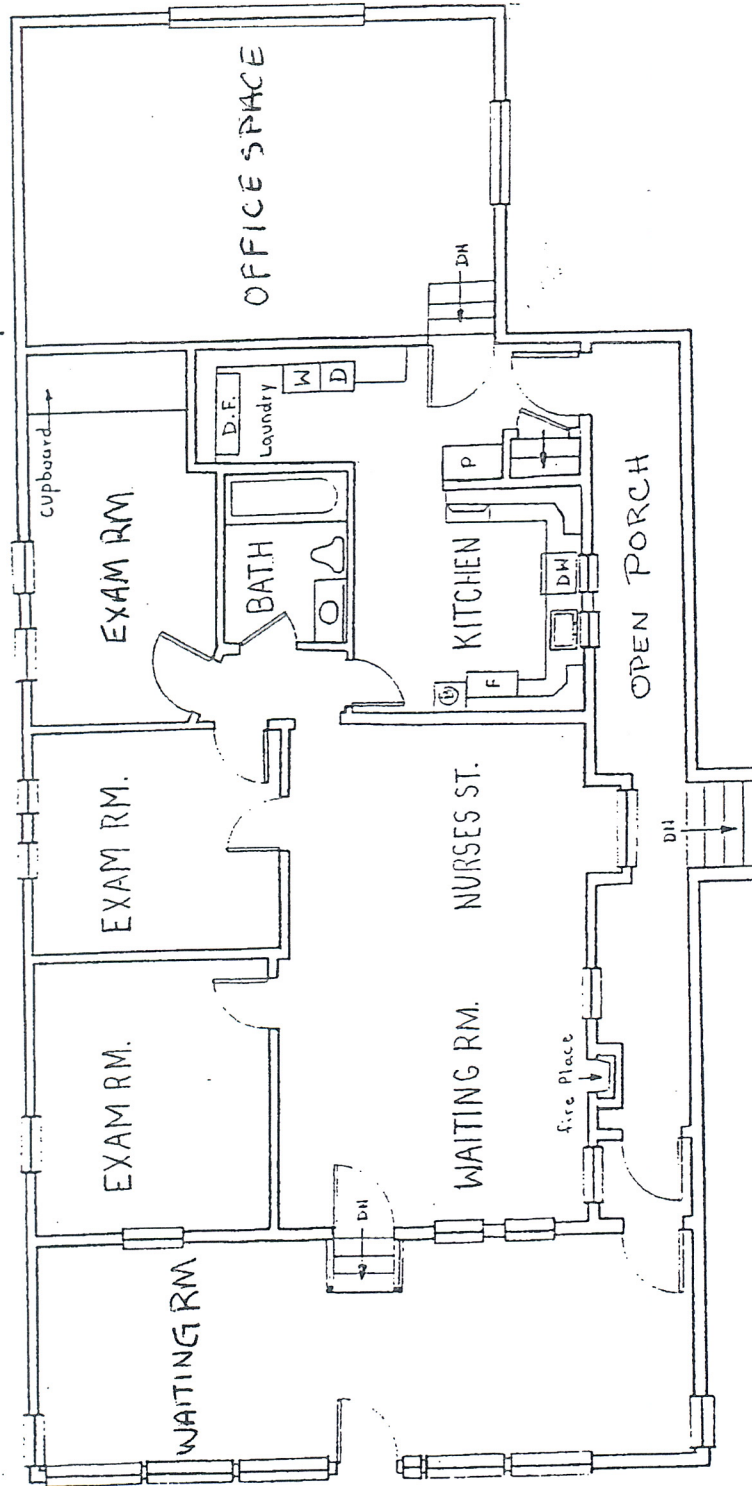
BROOME

PRINT DATE

JUNE 1, 2016

UNDESIGNED CHANGES BY
NOT APPROVED





MAIN FLOOR PLAN

WIDTH: 73'
DEPTH: 33'