



District of West Vancouver

Heritage Revitalization Agreement Bylaw No. 4877, 2016 (5616 Westport Place)

Effective Date:

District of West Vancouver

Heritage Revitalization Agreement Bylaw No. 4877, 2016 (5616 Westport Place)

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District of West Vancouver

Heritage Revitalization Agreement Bylaw No. 4877, 2016 (5616 Westport Place)

A bylaw to enter into a Heritage Revitalization Agreement (5616 Westport Place).

WHEREAS the property at 5616 Westport Place known as the Sykes Residence is recorded in the District's Community Heritage Register and has heritage value; and

WHEREAS the District of West Vancouver and the Owner of the property at 5616 Westport Place wish to enter into a Heritage Revitalization Agreement in respect of the property to ensure conservation of the property;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as "Heritage Revitalization Agreement Bylaw No. 4877, 2016 (5616 Westport Place)".

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

Part 3 Heritage Revitalization Agreement

- 3.1 The Mayor and Municipal Clerk are authorized to sign and seal on behalf of the District the Heritage Revitalization Agreement attached to this bylaw as Schedule A.

Schedules

Schedule A – Heritage Revitalization Agreement for 5616 Westport Place (Sykes Residence)

READ A FIRST TIME on

PUBLICATION OF NOTICE OF PUBLIC HEARING on

PUBLIC HEARING HELD on

READ A SECOND TIME on

READ A THIRD TIME on

APPROVED by the Minister responsible for the administration of the
Transportation Act on

ADOPTED by the Council on

Mayor

Municipal Clerk

Schedule A
to Bylaw No. 4877, 2016

**HERITAGE REVITALIZATION AGREEMENT FOR 5616 WESTPORT ROAD
(SYKES RESIDENCE)**

THIS AGREEMENT dated as of the day ___ of ___, 2016

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER, a
municipal corporation having offices at 750 – 17th Street, West
Vancouver, British Columbia, V7V 3T3

(the “District”)

AND:

DAVID GARRETT LESLIE AND CHRISTINA CATHLEEN LESLIE 1065
Crestline Road, West Vancouver, British Columbia, V7S 2E3

(the “Owner”)

WHEREAS:

- A. The District may, by bylaw, enter into a Heritage Revitalization Agreement with the Owner of property identified as having heritage value, pursuant to section 610 of the *Local Government Act*; and
- B. The Owner owns certain real property on the northeast portion of which is situated a building of heritage value known as the Sykes Residence, listed on West Vancouver’s Community Heritage Register, which property and building are located at 5616 Westport Place, West Vancouver, British Columbia, and legally described as LOT 4 BLOCK E DISTRICT LOT 1374 PLAN 10565 (the “Heritage Lands”); and
- C. The Owner has presented to the District a proposal for the use, development and conservation of the Heritage Lands that would change the density of use of the Heritage Lands, and has voluntarily and without any requirement by the District, entered into this Agreement pursuant to section 610 of the *Local Government Act*; and
- D. The Heritage Lands are subject to section 52 of the *Transportation Act* and the Minister responsible for the administration of the *Transportation Act* has approved the bylaw authorizing this Agreement; and

- E. The District must hold a Public Hearing 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 of the Heritage Lands that is not otherwise authorized by the applicable zoning, and the District has held a Public Hearing on this Agreement; and
- F. The Council of the District has, concurrently with the adoption of the bylaw authorizing the execution of this Agreement, adopted a bylaw pursuant to section 610 of the *Local Government Act* designating the Sykes Residence as protected heritage property (the “Heritage Designation Bylaw”); and
- G. The Council of the District has authorized the issuance of a development permit that enables the Owner to make an application to subdivide the Heritage Lands into two developable lots on steep terrain, being Lot 1 for the retention of the Sykes Residence and Lot 2 for the development of an additional residential dwelling (the “Leslie Residence”), in accordance with the proposed plan of subdivision attached to this Agreement as **Appendix A** (the “Subdivision”);

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

1.0 Conservation of the Heritage Lands

- 1.1 The Owner agrees to conserve, protect and maintain the Heritage Lands in accordance with this Agreement, including the Conservation Plan in **Appendix B** to this Agreement, and in accordance with Heritage Maintenance Bylaw No. 4187, 1999 as amended or replaced from time to time, and in the event of any inconsistency this Agreement shall prevail.
- 1.2 Without limiting the generality of section 1.1, the Owner agrees not to do any of the following without the prior written approval of the District in the form of a Heritage Alteration Permit:
 - (a) make any interior or exterior structural alteration to the Sykes Residence;
 - (b) alter or replace the flat and ‘spiral helix’ roof, exposed beams, or the horizontal, asymmetrical massing of the Sykes Residence, except with materials of like composition and colour;
 - (c) alter or replace the vertical V-joint cedar siding and curved concrete ‘Denstone’ block wall and chimney, except with materials of like composition and colour;

- (d) alter or replace the West Coast Style details such as the use of local materials, the solid wood front door, the flat roof of the east facade and the 'spiral helix' roof of the west facade, all facades that feature wide flaring eaves and exposed wooden beams, smooth wall surfaces, windows set flush with the outer wall plane, and the relationship between the interior and exterior spaces, except with materials of like composition and colour and sourced locally where possible;
- (e) alter the appearance of the exposed wooden beams whether on the exterior or in the interior of the Sykes Residence, except to renew existing finishes;
- (f) replace any window or door of the Sykes Residence except with a window or door replicating the original, provided that new windows may differ from original windows to improve their thermal performance;
- (g) alter the original exterior architectural details of the Sykes Residence including the California stucco finish, poured concrete floors supported by concrete pillars, the 'transom inspired' angled wall of the second-storey bedroom, and the open car port of the east facade, which was constructed over living space, except new stucco may replicate the original stucco finish to complete repairs where required;
- (h) alter the original open floor plan that would interfere with the split-level concept;
- (i) alter the original fireplace with round hearth and tapered form in the library of the Sykes Residence, which is connected to the central chimney;
- (j) alter the original granite-faced fireplace of the Sykes Residence, which is incorporated with the concrete staircase above, and connected to the central chimney;
- (k) alter the original cast-in-place concrete staircase of the Sykes Residence that spirals clockwise down from the upper level to the lower level of the dwelling, except to replace treads or railing elements with like materials;
- (l) alter or replace the banister and balusters of the staircase of the Sykes Residence;
- (m) alter the curved wall formed by the central chimney of the Sykes Residence, which is clad in vertical tongue-and-groove cedar siding;
- (n) alter the exposed bedrock, which is visible in the storage area of the Sykes Residence;

- (o) alter any structural wall or pillar or chimney that supports the original dwelling or contributes to its defining characteristics;
 - (p) alter or remove mature landscape features on the Heritage Lands including cedars, arbutus trees, Douglas firs, rhododendrons, and ferns, the original stone steps and stone walls located at the front and rear of the house, and the original stone light pillars.
- 1.3 The Owner acknowledges that the District may refuse to issue a Heritage Alteration Permit required by section 1.2 if, in its sole discretion, the District considers that the alteration that permit would authorize is inconsistent with this Agreement or the Heritage Designation Bylaw, and without limiting the generality of the foregoing the District may refuse to authorize the alteration of any of the character-defining elements set out within the Conservation Plan.
- 1.4 If the Owner fails within the time specified in the notice to conserve, protect or maintain the Heritage Lands in accordance with this Agreement after having been given notice in writing to do so, which notice must specify the work that the Owner is required to undertake, the Owner agrees that the District may enter on the Heritage Lands to carry out the work, and may recover the cost of doing so from the Owner in the same manner and with the same remedies as taxes in arrears.
- 1.5 In the event of any dispute between the Owner and the District as to the necessity for any work required by the District pursuant to section 1.4, the parties agree that the dispute will be resolved by a member of the Architectural Institute of British Columbia with training and experience in heritage conservation who has been chosen by the parties or, failing agreement between the parties, by the Architectural Institute of British Columbia, and that the fees of the architect shall be borne by the Owner if the dispute is resolved in the District's favour and by the District if the dispute is resolved in the Owner's favour.
- 1.6 The Heritage Lands may, notwithstanding the provisions of the RS10 Single Family Dwelling Zone 10 within the District of West Vancouver's Zoning Bylaw No. 4662, 2010, as amended or replaced from time to time, and in accordance with the further provisions of this Agreement:
 - (a) the Sykes Residence shall remain on Lot 1; and
 - (b) a new single family dwelling (the "Leslie Residence") may be built on Lot 2 in accordance with the architectural and landscape plans attached as **Appendix C** to this Agreement.

- 1.7 The parties agree that the Owner may apply for and the District may in its sole discretion issue development and building permits that include minor variances from Appendices C and D, including increased rock removal limits for Lot 2, provided that any variances do not alter the character-defining elements or interfere with the overall appearance of the Sykes Residence as described in **Appendix B** or increase the total floor area or height of the Leslie Residence.
- 1.8 The Owner agrees that the District may withhold any development permit, building permit, or occupancy permit or final building permit approval as the case may be, in respect of the Sykes Residence if the alteration of the Sykes Residence is not in accordance with **Appendix B**, notwithstanding that the construction may be in compliance with the British Columbia Building Code, the Zoning Bylaw and any applicable permit or development permit guidelines.
- 1.9 The parties agree that, except as varied or supplemented by the provisions of this Agreement, all bylaws and regulations of the District and all laws of any authority having jurisdiction shall continue to apply to the Heritage Lands, the Sykes Residence and the Leslie Residence.
- 1.10 The Owner agrees that the Development Permit and the Zoning Bylaw variances provided under this Agreement fully compensate the Owner for any reduction in the market value of the Heritage Lands that may result from the adoption of the Heritage Revitalization Agreement Bylaw, and waives absolutely all claims for compensation that the Owner is otherwise entitled to make under section 613 of the *Local Government Act* in respect of the adoption of the Heritage Revitalization Agreement Bylaw.

2.0 Zoning Bylaw Variances

- 2.1 The following variances to Zoning Bylaw No. 4662, 2010 are granted through this Agreement to enable the subdivision of the Heritage Lands and construction of the Leslie Residence in accordance with Appendix A and Appendix C respectively, and for those purposes only:
 - (a) Lot 1 (Sykes Residence):
 - a. Section 210.03 Site Area is reduced from 1,115 square metres to 945 square metres.
 - b. Section 210.08 Rear Yard is reduced from 9.1 metres to 2.5 metres; and
 - c. Section 210.09(2)(b)(ii) Combined Side Yard is reduced from 7.9 metres to 5.1 metres.

- (b) Lot 2 (Leslie Residence):
 - a. Section 210.03 Site Area is reduced from 1,115 square metres to 980 square metres.
 - b. Section 210.07 Front Yard is reduced from 9.1 metres to 3.5 metres;
 - c. Section 210.08 Rear Yard is reduced from 9.1 metres to 5.4 metres;
 - d. Section 210.09(2)(b)(ii) Combined Side Yard is reduced from 7.9 metres to 6.9 metres;
 - e. Section 210.10 Building Height is increased from 7.62 metres to 8.6 metres; and
 - f. Section 210.11 Number of Storeys is increased to 2 plus basement to 3 plus basement.

3.0 Damage or Destruction

- 3.1 In the event that the Sykes Residence is damaged by fire, earthquake, or any other cause, such that in the written opinion of a member of the Architectural Institute of British Columbia with training and experience in heritage conservation engaged and instructed by the District it is not possible or appropriate from a heritage conservation perspective to repair it, the Owner must construct on Lot 1 at the Owner's cost a replica of the Sykes Residence in accordance with the original plans and specifications for the building and subject only to such variations from the original plans and specifications as are required to comply with the current British Columbia Building Code. Thereafter the provisions of this Agreement pertaining to the conservation, protection and maintenance of the Sykes Residence, including this provision, shall apply to the replica of the Sykes Residence.
- 3.2 As an alternative to constructing a replica of the Sykes Residence in the event of such damage, the Owner may develop Lot 1 in accordance with the then current zoning regulations and development permit guidelines, provided that no residential dwelling constructed on the lot shall have a floor area exceeding 216 square metres (2,325 square feet) in total, including basement and garage areas.
- 3.3 In the event that the Sykes Residence is damaged, the Owner must repair the Sykes Residence, within one year of the date of damage, after having obtained a Heritage Alteration Permit, Development Permit and a building permit, and must carry out all repairs in accordance with **Appendix B**. Section 1.4 shall apply in the event of any failure of the Owner to repair the Sykes Residence in accordance with this section.

4.0 Amendment

- 4.1 The parties acknowledge and agree that this agreement may only be amended by bylaw with the consent of the Owner, provided that a Public Hearing shall be held if an amendment would permit a change to use or density of use of the Heritage Lands.

5.0 Representations

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

6.0 Statutory Functions

- 6.1 Except as varied or supplemented herein, this Agreement shall not prejudice or affect the rights and powers of the District or its approving officer in the exercise of their statutory functions and responsibilities and their rights and powers under any enactments, bylaws, order or regulations, including but not limited to the *Local Government Act* and the *Land Title Act*, all of which, except as expressly varied or supplemented herein, are applicable to the Heritage Lands, the Sykes Residence and the Leslie Residence.
- 6.2 The Owner acknowledges that the subdivision of the Heritage Lands is subject to the jurisdiction of the District's approving officer, that the construction of or alteration of a building on any portion of the Heritage Lands requires a Heritage Alteration Permit, a Development Permit and a building permit, and that the District may impose off-site works and services requirements and development cost charges in respect of the subdivision and development of the Heritage Lands.

7.0 Enurement

- 7.1 This Agreement enures to the benefit of and is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 7.2 The District shall file a notice within the Land Titles Office, as provided for in section 610 of the *Local Government Act*, and upon registration of such notice, this Agreement and any amendment to it shall be binding on all persons who acquire an interest in the land affected by this Agreement.

8.0 Other Documents

8.1 The Owner agrees at the request of the District, 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 District to give full effect to the intent of this Agreement.

9.0 Notices

9.1 Any notice required to be given pursuant to this Agreement shall be in writing and shall be delivered by registered mail as follows:

(a) To the District:

**THE CORPORATION OF THE DISTRICT OF WEST
VANCOUVER**
750 – 17TH STREET
WEST VANCOUVER, BC V7V 3T3

(b) To the Owner:

**DAVID GARRETT LESLIE AND CHRISTINA CATHLEEN
LESLIE**
1065 CRESTLINE ROAD
WEST VANCOUVER, BC V7S 2E3

10.0 No Partnership or Agency

10.1 The parties agree that nothing contained in this Agreement creates a relationship between the parties of partnership, joint venture or agency.

APPENDICIES:

- A. **Subdivision** of LOT 4 BLOCK E DISTRICT LOT 1374 PLAN 10565 (5616 Westport Place)
- B. **Conservation Plan** for the **Sykes Residence** prepared by Donald Luxton & Associates, October 2014
- C. **Architectural Drawings** for Proposed **Leslie Residence** by Synthesis Design Inc. dated October 7, 2015 and **Landscaping Plans** prepared by Urban Niche Landscape Design for the Leslie Residence dated October 7, 2015

DAVID GARRETT LESLIE

By his authorized signatory

CHRISTINA CATHLEEN LESLIE

By her authorized signatory

CORPORATION OF THE DISTRICT OF WEST VANCOUVER

By its authorized signatory

Mayor

Municipal Clerk
