

CITY OF SURREY

BY-LAW NO. 14014

A by-law to enter into a heritage revitalization agreement
.....

WHEREAS:

- A. The Council may by by-law pursuant to Part 27 of the Municipal Act, R.S.B.C. 1996, Chapter 323, as amended, re-enacted or consolidated from time to time and any successor statute, enter into a heritage revitalization agreement with the owner of heritage property;
- B. The Council considers that certain lands and premises situate within the City described as:

Parcel Identifier: 013-210-611

NE 175 Feet by 200 Feet of Parcel "A" (R.P. 8680), Fractional NE 1/4, Section 6, Township 2, Having a Frontage of 175 Feet on Station Road and 200 Feet on the North Boundary, New Westminster District

(Legal Description)

5441 - 125A Street

(Civic Address)

(hereinafter referred to as the "*Lands*")

have heritage value and ought to be conserved.

- C. The Owner of the Lands and the City of Surrey have agreed on the nature, character and extent of the heritage value of the Lands and on the nature, extent and form of conservation necessary to protect the heritage value.

NOW THEREFORE, the City Council of the City of Surrey, in open meeting assembled, enacts as follows:

1. The City Council is authorized hereby to enter into that certain Heritage Revitalization Agreement including Schedules "A" and "B" attached and hereto appended to this By-law as Schedule "1", (the "Heritage Revitalization Agreement") in respect of the Lands.
2. The Mayor and the City Clerk are authorized on behalf of the Council to sign and seal the Heritage Revitalization Agreement.
3. Schedule "1" forms a part of this By-law.
4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2000, No. 14014".

READ A FIRST AND SECOND TIME on the 17th day of April, 2000.

PUBLIC HEARING HELD thereon on the 15th day of May, 2000.

READ A THIRD TIME ON THE 28th day of November, 2000.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 4th day of December, 2000.

_____ MAYOR
_____ CLERK

SCHEDULE "1"

[To City of Surrey Heritage Revitalization Agreement By-law, 2000, No.14014]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the 4th day of December, 2000

BETWEEN:

UNITED CHURCH OF CANADA

c/o Colebrook United Church
5441 - 125A Street
Surrey, British Columbia,
V3X 1W4

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY

14245 - 56 Avenue
Surrey, British Columbia,
V3X 3A2

(the "City")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner in fee simple of the following lands and premises situate in the City of Surrey, British Columbia and described as :

Parcel Identifier: 013-210-611

NE 175 Feet by 200 Feet of Parcel "A" (R.P. 8680), Fractional NE 1/4, Section 6, Township 2, Having a Frontage of 175 Feet on Station Road and 200 Feet on the North Boundary, New Westminster District

(Legal Description)

5441 - 125A Street
(Civic Address)

(the "Lands")

- B. The City and the Owner consider that the Lands have *heritage value* and *heritage character*.
- C. The City and the Owner desire to conserve the *heritage value* and *heritage character*.
- D. For the purpose of *conservation* of the *heritage value* and *heritage character*, the Owner and the City have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the *heritage value* and *heritage character* of the Lands.
- E. The improvements on the Lands which have *heritage value* and *heritage character* which both the Owner and the City desire to conserve have been described by text, photographs and plans attached as Schedule "A" (the "Conservation Plan") to this Agreement.
- F. The building identified on the Conservation Plan as the Colebrook United Church (the "Church") is listed on the Surrey Heritage Register.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises of the parties hereto and for other good and valuable consideration (the receipt and sufficiency of whereof is hereby by the parties acknowledged) the Owner and the City covenant and agree with one another pursuant to Section 966 of the Municipal Act, R.S.B.C., 1996, Chapter 323, as amended, re-enacted or consolidated from time to time and any successor statute (the "Municipal Act"), as follows.

Conservation Plan

- 1. (a) The Conservation Plan forms a part of this Agreement and to the extent that the text, photographs, plans and drawings constituting the Conservation Plan require interpretation, the City shall determine the matter and Section 15 of this Agreement shall apply.
- (b) Part I of the Conservation Plan identifies, details and describes the character, extent and nature of the improvements on the Lands that have *heritage value* and *heritage character*. Part II of the Conservation Plan provides for the timing and phasing of, and sets out standards and specifications for, restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Agreement. Part III of the Conservation Plan sets out restrictions, requirements, guidelines and exemptions for the *conservation* and maintenance of all improvements on the Lands that have *heritage value* and *heritage character*.

Owner's Obligations to Conserve and Maintain

2. The Owner covenants and agrees that:
 - (a) no improvements on the Lands identified in the Conservation Plan as having *heritage value* or *heritage character* shall be *altered* including alterations required or authorized by this Agreement, except as agreed to by the City;
 - (b) each action of restoration, rehabilitation, replication, repair, replacement or maintenance, required by Part II of the Conservation Plan, shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out in Part II of the Conservation Plan;
 - (c) all improvements identified in Part I of the Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in Part III of the Conservation Plan;
 - (d) all those undeveloped areas of the Lands identified as shaded area on the "First Floor Plan (Second Phase)" on page A-11 of Schedule "A", forming part of the Conservation Plan, being lands in the opinion of the City necessary for the *conservation* of proximate improvements, identified in the Conservation Plan as having *heritage value* and *heritage character* shall continue to remain free of all development and shall be kept in their landscaped and cultivated state, as required in and in accordance with the guidelines set out in Part III of the Conservation Plan, and without limiting the generality of the foregoing, the elevation and configuration of the land shall not be altered, and no trees or landscaping shall be removed or cut, except for reasonable pruning and grooming;
 - (e) in the event that the Church is more than 50% destroyed by fire, explosion or other natural catastrophe, it shall be reconstructed in a massing and style similar to, but not necessarily identical to, the existing Church, and notwithstanding all provisions of Surrey Zoning By-law, 1993, No. 12000, as amended, any restrictions or relaxations provided by this Agreement to the Lands shall apply. The design of the reconstructed Church shall capture the original design components of the Church, including but not limited to the roof pitch, roofing material, roof lines including gables, granite stone facing on the east side, wood cladding, window style and placement, and location of entrances;
 - (f) the Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions as are necessary to ensure that the restrictions and requirements provided in Subsections (a), (b), (c), and (d) and (e) of this Section 2 are fully observed, and the Owner shall not do, cause or allow to be done anything that would be in breach of the restrictions herein.

Variation of By-laws

3. Pursuant to Section 966 (2) (b) of the Municipal Act, the following by-laws of the City are varied and supplemented in their application to the Lands in the manner and to the extent provided as follows:
 - (a) Section C, Table C.4 of Part 5, Off-Street Parking and Loading/Unloading of City of Surrey Zoning By-law, 1993, No. 12000, as amended, is hereby amended as set out in Section I of Schedule "B" which is incorporated hereto and forms part of this Agreement as it relates to the Lands.
 - (b) Sections D, E, F, H.2 and I.2 of Part 31, Assembly Hall 1 Zone (PA-1), of City of Surrey Zoning By-law, 1993, No. 12000, as amended, are hereby amended as set out in Sections II, III, IV, V and VI of Schedule "B" which is incorporated hereto and forms part of this Agreement as it relates to the Lands.

Construction and Maintenance

4. Wherever in this Agreement the Owner restores, rehabilitates, replicates, repairs, replaces, maintains or in any way *alters* improvements on, or features of the Lands identified in the Conservation Plan as having *heritage value* and *heritage character* or constructs or maintains other works to protect or conserve such improvements or features, all such work shall be done at the Owner's sole expense strictly in accordance with the Conservation Plan and as agreed by the City and all improvements or features shall be diligently and continuously maintained in good repair and efficient operating condition by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage and *conservation* practice.

No Liability to City

5. In no case shall the City be liable or responsible in any way for:
 - (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that be suffered or sustained by the Owner or by any other person who may be on the Lands; or
 - (b) any loss or damage of any nature whatsoever, howsoever caused to the Lands or any improvements or personal property thereon belonging to the Owner or to any other person;

arising directly or indirectly from compliance with the restrictions and requirements herein, wrongful or negligent failure or omission to comply with restrictions and requirements herein, or refusal, omission or failure of the City to enforce or require compliance by the Owner with the restrictions or requirements herein or with any other term, condition or provision of this Agreement.

Reasonable Care and Risk

6. The Owner shall at all times, in complying with the restrictions or requirements herein and its obligations in respect thereof, take reasonable care not to injure any person or cause or allow damage to any property, and shall take reasonable care not to cause, suffer, permit or allow any condition to exist that might reasonably lead to, cause or result in injury to any person or property including persons and property on adjacent lands. It shall be the sole responsibility of the Owner to comply and maintain compliance with the restrictions and requirements herein in a safe manner, and without reasonably foreseeable risk to person or property as aforesaid. Compliance with the restrictions and requirements in this Agreement shall be at the sole and exclusive risk of the Owner.

Modification

7. If, in fulfilling its responsibilities and obligations pursuant to this Agreement, the Owner perceives or becomes aware of any unreasonable risk of injury to persons or damage to property or other potential loss that cannot be reasonably avoided, alleviated, reduced or eliminated except by measures that would be a breach of the restrictions, requirements or its obligations herein, the Owner shall notify the City in writing of the nature and extent of the risk and of the measures proposed by the Owner to be undertaken at its sole cost to reduce, alleviate, avoid or eliminate the risk. Risk shall remain with the Owner.

Indemnity

8. The Owner shall at all times indemnify and save harmless the City of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever by whomsoever brought for which the City shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements herein, or breach or nonperformance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of its obligations hereunder, or by reason of any wrongful act or omission, default or negligence of the Owner.

Alternative Remedies

9. Any performance by the City pursuant to a statutory right to perform the obligations of an Owner arising out of this Agreement may be exercised fully in accordance with the Municipal Act, and shall be without prejudice to any and all other remedies at law and equity available to the City, and no reference herein to, or exercise of any specific right or remedy by the City, shall preclude the City from exercising any other right or remedy.

Damages

10. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully restore, rehabilitate, replace, repair or maintain the building, structure, improvements on or features of the Lands having *heritage value* and *heritage character* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the City by reference to the Conservation Plan, and Sections 2 and 3 of this Agreement.

No Waiver

11. No restrictions, requirements or other provisions in this Agreement shall be deemed to have been waived by the City unless a written waiver authorized by resolution of the Council and signed by an officer of the City has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the City on previous occasions of any default nor any previous written waiver shall be taken to operate as a waiver by the City of any subsequent default or in any way to defeat or affect the rights of remedies to the City.

Statutory Authority and Proprietary Rights

12. Nothing in this Agreement shall limit, impair, fetter, or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive by-law enacted by the City, or permit, license or *approval*, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement.

Compliance with Laws

13. Despite any provision of this Agreement, the Owner shall comply with all laws, including by-laws of the City and all regulations and orders of any authority having jurisdiction, and to the extent only that such laws, regulations and orders are mandatory and necessarily require the breach of any restriction or positive obligation herein to be observed or performed by the Owner, or less than strict compliance with the terms hereof, then the Owner upon sixty (60) days' written notice to the City shall be excused from complying with such restrictions or performing such obligation and such restriction or obligation shall be suspended but only to the extent and for the time that such mandatory law, regulation or order is inconsistent with compliance with the said restrictions or obligations.

Notice

14. Any notice to be given hereunder shall be in writing and may be either delivered personally or sent by prepaid registered mail and if so mailed shall be deemed to have been given five (5) days following the date upon which it was mailed. The address of the parties for the purpose of notice shall be as follows:

If to the City:

Attention: City Clerk
City of Surrey
14245 - 56 Avenue
Surrey, B.C. V3X 3A2

If to the Owner:

Attention: United Church of Canada
c/o Colebrook United Church
5441 - 125A Street
Surrey, B.C. V3X 1W4

Any party hereto may at any time give notice in writing to the other of any change of address and after the third day of giving of such notice, the address therein specified shall be the address of such party for the giving of notices hereunder.

Arbitration

15. The Owner, if dissatisfied with the City's interpretation of the Conservation Plan and any determination pursuant to Section 1(a) of this Agreement may require that the matter be decided and determined by binding arbitration as follows:
- (a) The Owner must, within fourteen (14) days of any exercise of discretion by the City, give notice to the City of its intention to dispute and in such notice shall name a member in good standing of the Architectural Institute of British Columbia who has agreed to act as an arbitrator;
 - (b) the City shall within fourteen (14) days of receipt of the aforesaid notice either accept the Owner's arbitrator, or name another with the same qualifications willing to act, and shall give notice of the same to the Owner;
 - (c) where each of the Owner and the City have named an arbitrator, the two arbitrators shall within fourteen (14) days of the City's notice pursuant to this Section 15(b) appoint a third arbitrator having the same qualifications and the three arbitrators shall decide the dispute;
 - (d) where the City accepts the arbitrator first selected by the Owner, that arbitrator shall act as a single arbitrator and forthwith decide the dispute;

- (e) any arbitrator's decision in respect of the exercise of a discretion by the City shall be final, conclusive and binding on all parties.
16. Without limiting the City's power of inspection conferred by statute and in addition thereto, the City shall be entitled at all reasonable times and from time to time to enter onto the Lands for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner, and wherever possible, when an inspection of the lands is undertaken, the City shall provide reasonable notice to the Owner.

Headings

17. The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement or any provision hereof.

Schedules

18. All schedules to this Agreement are incorporated into and form part of this Agreement.

Number and Gender

19. Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed to mean the plural or feminine or body corporate where the context so requires.

Interpretation

20. Terms used in this Agreement that are italicized are defined in the Municipal Act, and the Heritage Conservation Act, R.S.B.C. 1996, Chapter 187, as amended, re-enacted or consolidated from time to time and any successor statute, and shall take their meaning from those Acts.

Successors Bound

21. All restrictions, rights and liabilities herein imposed upon or given to the respective parties shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns. When the Owner is more than one party they shall be bound jointly and severally by the terms, covenants and agreements herein on the part of the Owner.

Notice to be Filed

- 22. Notice of this Agreement and amendments to it will be filed in the Land Title Office and once filed, this Agreement and amendments will be binding on all persons who acquire an interest in the Lands

IN WITNESS WHEREOF the Owner and the City have executed this Agreement as of the date first above written.

Signed, Sealed and Delivered)
 by the Trustees of Colebrook United)
 Church in the presence of:)

)
 _____)

Name)

)
 _____)

Address)

)
 _____)

)
 _____)

)
 _____)

)
 _____)

)
 _____)

Occupation)

 Bruce McDonald

 David Jones

The Corporate Seal of)
 CITY OF SURREY)
 was hereunto affixed in the)
 presence of:)

)
 _____)

Mayor)

)
 _____)

Clerk)

SCHEDULE "A"

Conservation Plan

Part I - Historical and Architectural Background

1. The Colebrook United Church is identified on the attached photographs dated October 1999, and Architectural Drawings consisting of the Site Diagram (March 2000), Site Plan and Floor Plans titled A-1.1, A-8 (July 2000) and A-1.2 (March 2000), and Elevations titled A-2.1 (July 2000), A-2.2 (January 2000), A-3 and A-4 (September 1999).
2. The Church was built in 1959, designed by W. Ralph Brownlee and Associates, Architects based in West Vancouver, and constructed by Harvey Kent, Building Contractor. It is designed in an A-frame West Coast style common to the late 1950 and early 1960's, which features wood cladding and trim, with the roof defining much of the form and modern detail including large stained glass windows in the front gable.
3. The Church was built on the same property as the earlier Colebrook United Church, on what was then known as Station Road, now 125A Street. The older building was moved to this site in 1947 from an unspecified location, when it was formally consecrated to serve as the community parish. Its true date of construction is not known, although its style suggests a building of about 20 years earlier. In 1959, when the new Church was built, the old building was converted to a hall for church and other community activities. The Church Hall featured tripartite peaked stained glass windows, the middle window having a higher peak than the flanking windows. These are identified as the memorial windows dedicated to Mr. & Mrs. George Frith. The side windows were placed in singles with large rectangular panes stained in plain pale colours.

The connection between McLellan Road and the South Colebrook Railway Station on the Great Northern Railway was along Station Road. The Church, located on this road, has played a significant role in the local community since 1947.

4. The Church is in its original location, facing 125A Street, as outlined on the Site Plan attached to and forming part of this Agreement.
5. The Church is basically rectangular in plan with a narrow wing extending to the north serving as the church offices, small kitchen and lounge, and connecting to the older building, the church hall. The design of the Church is based on a steep pitch roof form topped by a simple cross at the roof peak. The roof overhang is flared, with the greatest extension at the peak, and narrowing down toward the eaves.
6. The lower front of the Church Sanctuary features a rough cut stone facing. This east wall is asymmetrical to the main portion of the Church Sanctuary, extending briefly along the north side of the Church. On this side of the Church, the wall frames a recessed main entrance of two solid oak doors. On the east side of the entrance, the wall corner is a right angle, while on the west side of the entrance the stone wall is curved. The Church's cornerstone is placed within this curved wall, and this wall extends to the inside of the main entry hall.

The remainder of walls are clad in a vertical channel cedar. The inner panel of the two main doors have a distinctive pattern of vertical squared grooves on both the interior and exterior facing. Vertical channel cedar wood cladding covers the remainder of the main floor and the gables. The wood cladding has been painted a pale blue-grey.

The roof frames the modern stained glass windows in the front gable facing 125A Street, divided by wood muntins into five extended vertical sections. Memorial stained glass windows also run horizontally along the upper section of the north and south sides of the Sanctuary. The panes were originally a translucent light yellow, and all except ten (five on the north side above the main entrance and five on the south side opposite to the main entrance) have been replaced with memorial leaded stained glass windows depicting Biblical scenes. Each panel is divided by wood mullions. Memorial stained glass windows are also located on either side of the oak doors.

7. The significant landscape features, as identified on the Site Plan and First Floor Plan (First Phase) (Drawing A-1.1), include two mature fir trees located to the north of the Church, and two fir trees to the south of the Church. Both groups of trees are in close proximity to 125A Street.
8. The restrictions and requirements pertaining to the Lands are limited to the structure and exterior of the Church, and any portion of the rough cut stone facing at the north-east corner of the Church Sanctuary that may be located at any future time inside the Church, as identified on the Site Plan.

Part II - Standards and Specifications of Restoration and New Construction

1. Additions to the existing Church are proposed to be made in two phases. Phase 1 will consist of construction of the new hall, pre-school facility, storage and washrooms to be located to the west side of the existing Church. This addition is identified in the Site Diagram, Floor Plans (First Phase) (Drawings A-1.1 and A-8) and Elevations (First Phase) (Drawing A-2.1) attached to and forming part of this Agreement. Upon completion of these structures, the old church hall will be removed in order to accommodate on-site parking.

Phase 2 will consist of an expanded Narthex and offices to be located on the north side of the existing Church. This addition is identified in the Site Diagram and Floor Plan (Second Phase) (Drawing A-1.2) and Elevations (Second Phase) (Drawing A-2.2) attached to and forming part of this Agreement.

The interior of the existing Church will not be affected by these additions, and no restoration, rehabilitation, replication, repair, replacement or maintenance of the interior will be necessary as part of this Agreement.

2. The tripartite stained glass memorial windows from the older Church Hall, as identified on the photographs, are to be restored as part of Phase 1 construction. Broken panes are to be repaired. Those panes that cannot be repaired, and those panes that are missing, shall be replaced with ones matching the original colour and glass texture. These windows are to be incorporated in the same size and configuration framed by a peaked roof gable placed above the existing administration offices fronting 125A Street, as identified in the attached

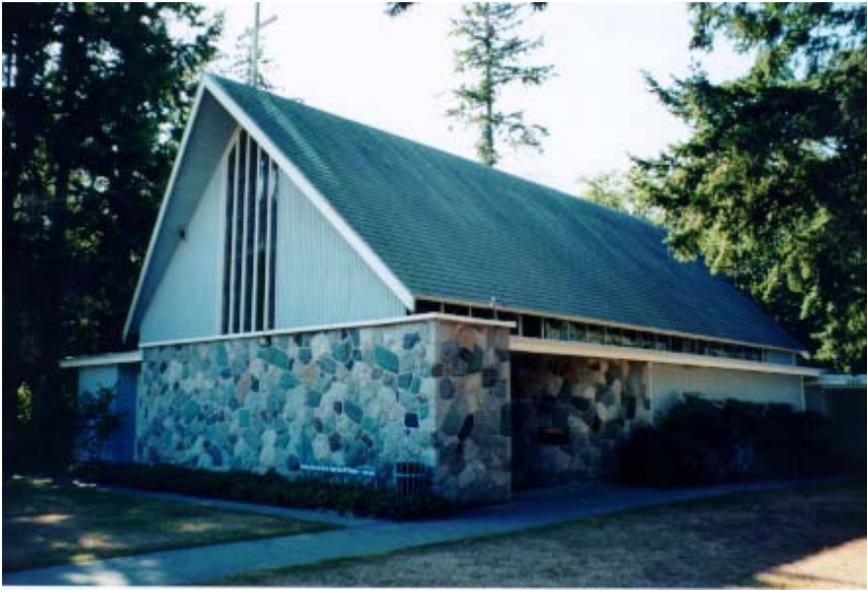
Roof Plan and Second Floor Plan (First Phase) (Drawing A-8), and Elevations (Drawing A-2.1).

3. For the Phase 1 addition on the west side of the Church, identified as the hall and pre-school area, the cladding and the windows should follow the form of the 1959 portion of the Church, as identified in the attached Elevations (Drawing A-2.1).
4. The Phase 1 restoration, rehabilitation, replication, repair, replacement and construction specified in items 1, 2 and 3 shall be completed within two (2) years of the signing of this Agreement.
5. For the Phase 2 addition, identified as the Narthex and the offices, the cladding and the windows should follow the form of the 1959 portion of the Church, as identified in the attached Elevations.
6. In Phase 2, the oak memorial doors and memorial stained glass windows on either side of these doors will be moved to the east end of the Narthex fronting 125A Street. Clear glass windows will be incorporated on both sides of the relocated memorial stained glass windows, and will extend along the north side of the Narthex as shown on the First Floor Plan (Second Phase) (Drawing A-1.2) and Elevations (Second Phase) (Drawing A-2.2) attached to and forming part of this Agreement. This will ensure that the rough cut stone wall to be enclosed within the Narthex addition is visible from 125A Street. These windows may be divided by vertical mullions following the style of vertical windows found in other parts of the Church.
7. The existing north wall cladding on the Church Sanctuary will be removed and placed on the north wall of the Narthex as part of Phase 2. If this cladding proves to be impossible to remove without damaging it, then replacement cladding on the north wall is acceptable, provided that it is identical to the original channel cedar siding.
8. The timing of Phase 2 restoration, rehabilitation, replication, repair, replacement and construction specified in items 5, 6 and 7 is contingent upon availability of adequate funding.
9. The floor area of Phase 1 and 2 additions is to be restricted by the floor area ratio and lot coverage as specified in Schedule "B" of this Agreement.
10. Following completion of the Narthex addition on the north side of the Church, as identified on the First Floor Plan (Second Phase) (Drawing A-1.2) attached to this Agreement, the owner will have the option to connect the Narthex with the Church Sanctuary. This connection will be by a maximum of two sets of double doors. Each set of double doors shall be limited to a maximum width of 1.8 metres (6 feet).
11. Building plans of all restoration, rehabilitation, replication, repair, replacement and construction and construction associated with this Part of the Conservation Plan will require referral to the General Manager, Planning & Development and the Heritage Advisory Commission for review.

Part III - Continued Maintenance and Protection

1. Wherever possible, original exterior features of the Church shall be retained. If any original features must be replaced, the new material shall be 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 exterior features shall complement the building's heritage style.
2. This Agreement specifies that if Colebrook United Church is sold, the memorial windows and doors specified below may be removed. These include:
 - a) Double oak entrance doors facing 125A Street;
 - b) Memorial windows on both sides of the double oak entrance doors;
 - c) Upper memorial windows in the Church Sanctuary consisting of six sections totaling thirty panes;
 - d) Tripartite stained glass memorial windows from the 1947 Church Hall dedicated to Mr. & Mrs. George Frith; and
 - e) Any future memorial objects attached to the building.
3. The Church shall be maintained to prevent water intrusion and damages from sun, wind, weather, animals and vandalism. This includes the replacement of roofing when necessary, and staining or painting to protect exterior features.
4. Colours shall be in keeping with the historical style of the building as outlined in Part II of this Agreement. The cladding and related surface of the structures shall be painted in a tasteful choice of earth-tone colours which complement the surroundings and environment. Trim should be painted white or off-white.
5. The section of the Lands surrounding the Church that conveys the original historic character of the property, including the area surrounding the two mature fir trees located on the north side of the Church, shall be either maintained in its original state or modified provided the changes are minor and in keeping with the period and historical significance of the site. The two groups of fir trees, as identified on the attached Site Plan and First Floor Plan (First Phase) (Drawing A-1.1) and photographs, are to be retained, but can be trimmed under the advice and guidance of a qualified Arborist.
6. All rehabilitation, replication, repair, replacement and maintenance associated with this Part of the Conservation Plan will require referral to the General Manager, Planning & Development and the Heritage Advisory Commission for review.

Photographs of Colebrook United Church:



East elevation of Church fronting 125A Street



North elevation of Church, with two mature fir trees in foreground



Two solid oak main entry doors and cornerstone to the right



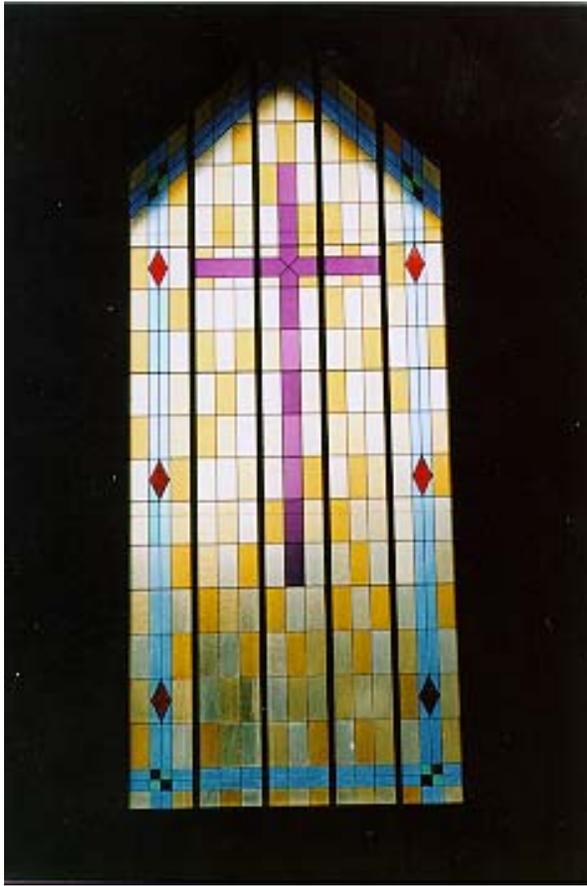
Colebrook United Church (1959) in foreground and Church Hall (1947) in background as seen from 125A Street



Tripartite stained glass memorial windows dedicated to Mr. & Mrs. George Frith, located in Colebrook United Church Hall (1947)



Colebrook United Church Hall (1947) as seen from 125A Street



Stained glass window in east wall of the Church Sanctuary



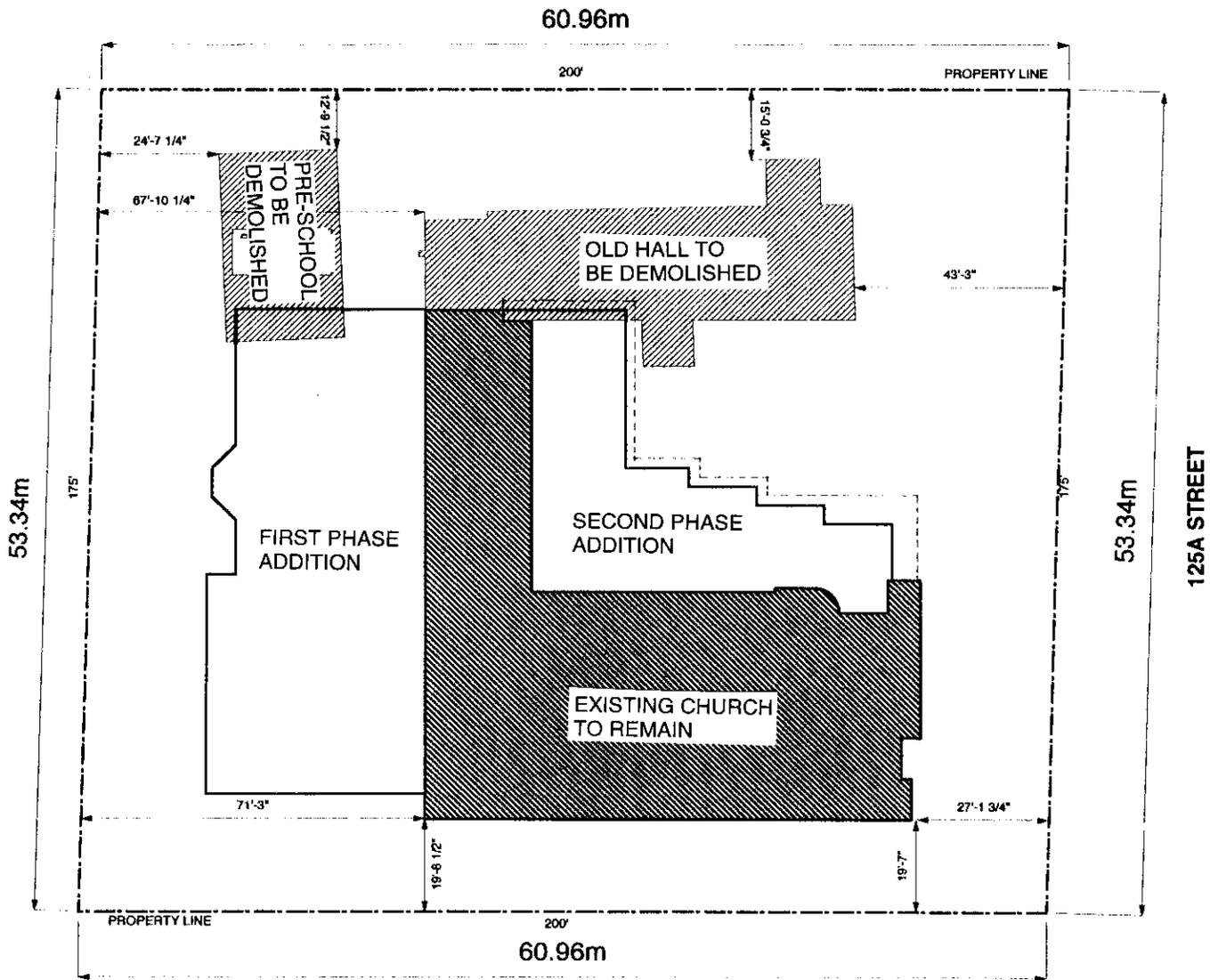
Curved stone wall extending from outside the Church Sanctuary to inside the main entrance



Inside facing of curved stone wall extending from outside the Church Sanctuary to inside the main entrance

Architectural Drawings of Colebrook United Church

Site Diagram



SITE DIAGRAM
SCALE 1/16"=1'-0"

N

Existing East and West Elevations

BY ANY SCALE DIMENSIONS, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING CONDITIONS IN THE FIELD AND REPORT TO THE ARCHITECT.

NO.	REVISIONS	DATE
1	ISSUE FOR PERMITTING	
2	REVISIONS	
3	REVISIONS	
4	REVISIONS	
5	REVISIONS	

PROJECT: COLEBROOK UNITED CHURCH

ARCHITECT: THE COLUMBIA ARCHITECTURAL FIRM, INC.
1001 Columbia Drive, York, PA 17403
717-765-2000

DATE: 08-16-2006

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

SCALE: AS SHOWN

PROJECT NO.: 06-111

DATE: 08-16-2006

NO. 1

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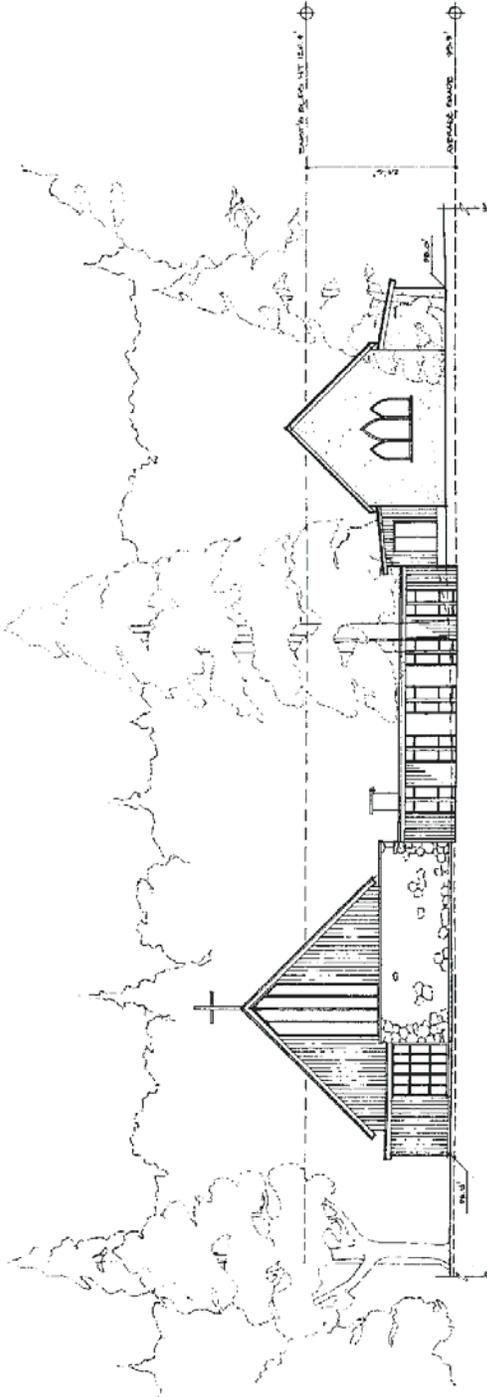
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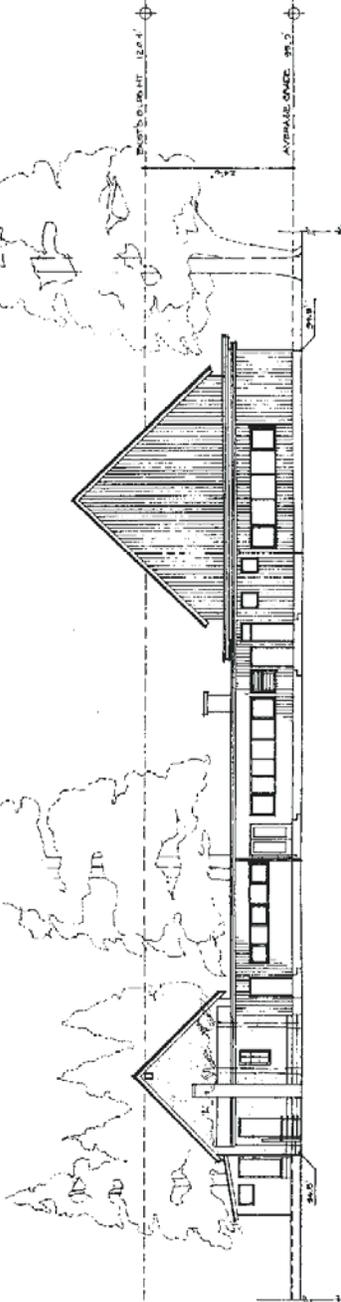
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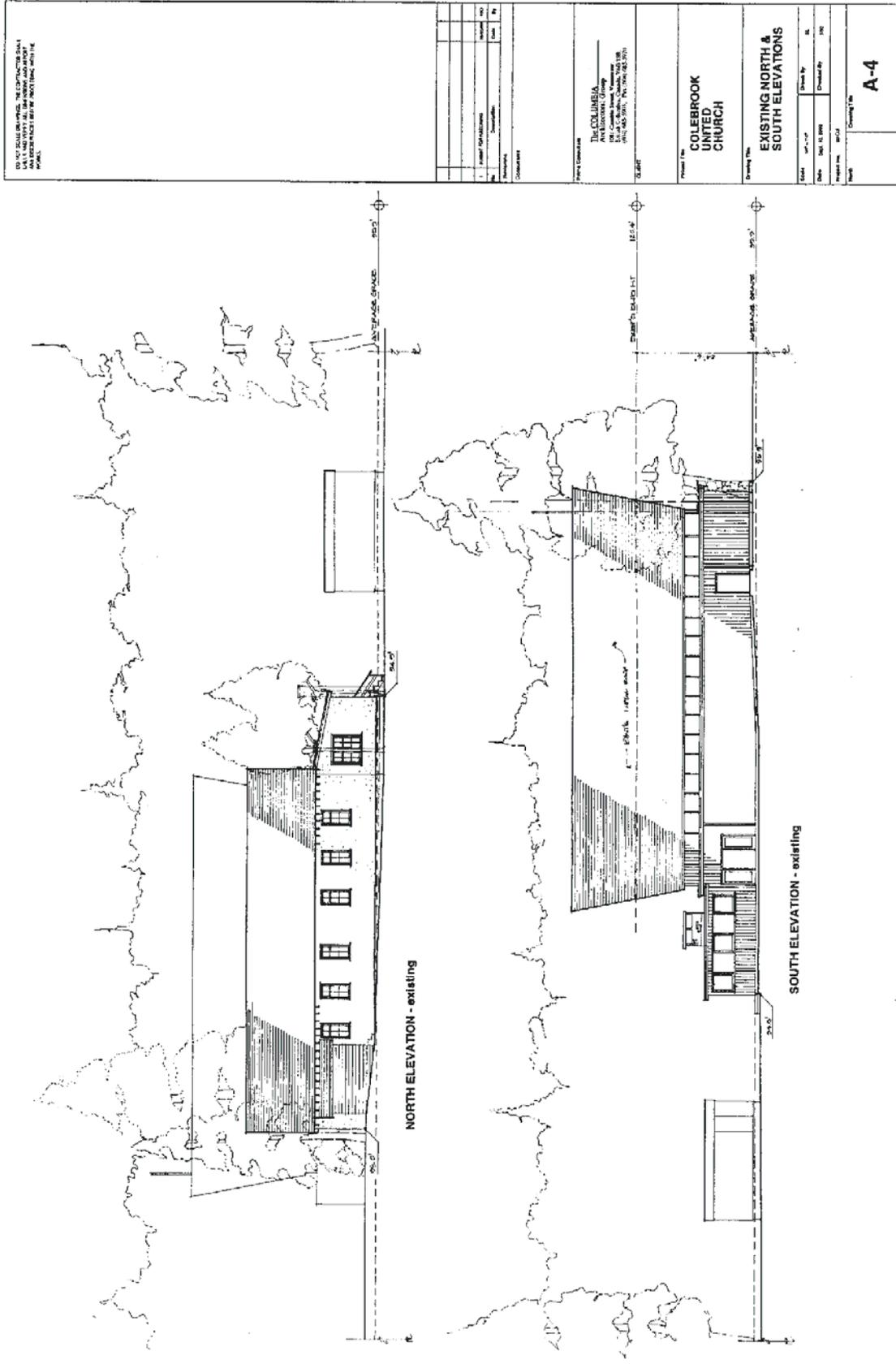


EAST ELEVATION - existing



WEST ELEVATION - existing

Existing North and South Elevations



DO NOT SCALE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING AND PROPOSED WORK.	
1. NORTH ELEVATION 2. SOUTH ELEVATION	Date: 06/10/2008 Drawn By: [blank] Checked By: [blank]
Project No.: 060107	Drawing Title:
A-4	

SCHEDULE "B"

1. Section C, Table C.4 of Part 5 of City of Surrey Zoning By-law, No. 12000, as amended, is hereby amended as follows:

I. Part 5, Off-Street Parking and Loading/Unloading, Section C, Table C.4, Parking Requirements for Institutional Uses, is amended by deleting the references to Churches and replacing it with the following:

“

Use	Required <i>Parking Spaces</i>
<i>Churches</i>	1.8 <i>parking spaces</i> for every 100 square metres [1,075 sq.ft.] of <i>gross floor area</i> .

”

2. Part 31, Assembly Hall 1 Zone (PA-1) of City of Surrey Zoning By-law, 1993, No. 12000, as amended, is hereby amended as follows:

II. Section D, Density, is replaced with the following:

“The maximum *density* shall not exceed a *floor area ratio* of 0.4.”

III. Section E, Lot Coverage, is replaced with the following:

“The maximum *lot coverage* shall be 38%.”

IV. Section F, Yards and Setbacks, is replaced with the following:

“1. All *front yard* and *north side yard setbacks* shall be greater than or equal to the measurement of the *height* of the highest *building* on the *lot*.

2. *Buildings* and *structures* shall be sited in accordance with the following minimum *setbacks*:

Use	<i>Setback</i>	<i>Front Yard</i>	<i>Rear Yard</i>	<i>South Side Yard</i>	<i>North Side Yard</i>
<i>Principal and Accessory Buildings and Structures</i>		8.3 m. [27.3 ft.]	7.5 m. [25 ft.]	5.9 m. [19.5 ft.]	8.3 m [27.3 ft.]

”

V. Section H.2, Off-Street Parking and Loading/Unloading, is replaced with the following:

“2. Off-street parking shall be permitted to within 3 metres (10 ft.) of the *front lot line*.”

VI. Section I.2, Landscaping, is replaced with the following:

“2. Along the west, south and east *lot* lines of the developed portion of the *lot*, a 3 metre [10 ft.] wide landscape strip shall be provided, and along the north *lot* line of the developed portion of the *lot*, a 0.6 metre [2 ft.] wide landscaping strip shall be provided, consisting of hedges, ground cover or a decorative fence or a combination thereof.”

(Note: Terms used in Schedule “B” of this Agreement that are italicized are defined in Surrey Zoning Bylaw, 1993, No. 12000, as amended, and shall take their meaning from that By-law.)

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