

City of Surrey PLANNING & DEVELOPMENT REPORT File: 7913-0105-00

Planning Report Date: July 8, 2013

PROPOSAL:

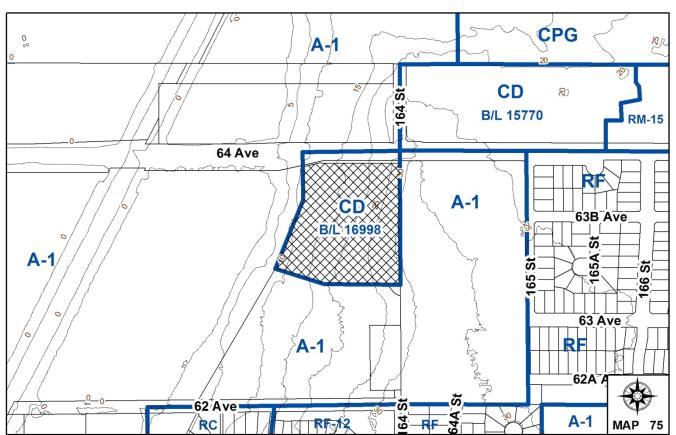
- Development Permit
- Heritage Revitalization Agreement

in order to permit the development of 253 residential units in 4 apartment buildings, along with the retention and restoration of the existing heritage farm structures.

LOCATION: 16390 - 64 Avenue **OWNER:** 0740156 BC Ltd.

ZONING: CD (By-law No. 16998) **OCP DESIGNATION:** Multiple Residential

NCP DESIGNATION: Townhouses/Apartments 35 u.p.a.



RECOMMENDATION SUMMARY

- Approval to draft Development Permit.
- Introduce a new Heritage Revitalization Agreement By-law to protect three historically significant buildings on the Bose Farm property.

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

None.

RATIONALE OF RECOMMENDATION

- Complies with the current zoning of the property (CD By-law No. 16998), which was approved on March 11, 2013.
- Complies with the NCP Designation.
- The proposal does not significantly deviate from the Development Permit and Heritage Revitalization Agreement that were previously approved for this site under Application No. 7907-0115-00, on March 11, 2013.
- The subject site is under new ownership, and they have requested modifications to address current market conditions.

RECOMMENDATION

The Planning & Development Department recommends that:

- 1. Council authorize staff to draft Development Permit No. 7913-0105-00 generally in accordance with the attached drawings (Appendix II).
- 2. Heritage Revitalization Agreement By-law No. 17645, which was approved under Application No. 7907-0115-00, be repealed upon adoption of the new Heritage Revitalization Agreement By-law.
- a By-law be introduced to allow the property owner and the City of Surrey to enter into a Heritage Revitalization Agreement for the restoration, adaptive re-use and maintenance of the Bose Farmhouse, Barn and Dairy Building (Appendix V).
- 4. Council instruct staff to resolve the following issues prior to final approval:
 - (a) submission of a landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department;
 - (b) resolution of all urban design issues to the satisfaction of the Planning and Development Department;
 - (c) registration of a Section 219 Restrictive Covenant to prohibit guest suites in the amenity building from being converted into market residential units;
 - (d) discharge of statutory right-of-way E2011-0373 for public access along the internal public walkways; and
 - (e) registration of a statutory right-of-way for public access along the public walkways to reflect the re-aligned north/south pedestrian path that bisects the site.

REFERRALS

Engineering: The Engineering Department has no objection to the project.

Parks, Recreation &

No concerns.

Culture:

Heritage Advisory Commission (HAC): The HAC passed a recommendation on May 29, 2013, that Council approve a new Heritage Revitalization Agreement (HRA) for the

Bose Farmhouse, Barn and Dairy Building.

SITE CHARACTERISTICS

<u>Existing Land Use:</u> Existing unoccupied farm buildings which are part of the historic Bose

Farm. The barn, dairy building and farmhouse are on the City's Heritage

Registry and are subject to an HRA.

Adjacent Area:

Direction	Existing Use	OCP/NCP Designation	Existing Zone
North (Across 64 Avenue):	Existing single family	OCP: Agricultural	A-1
	house on a large multi- acreage property.	J	
East:	Partially treed agricultural parcel with six heritage buildings and is under application No. 7911-0330-00 (Third Reading).	OCP: Suburban and Urban NCP: Suburban Residential Cluster 2 upa and Urban Residential	A-1 (proposed rezoning to RF-12 and RM-30)
South:	Park (Bose Heritage Forest).	OCP: Suburban NCP: Suburban Residential Cluster 2 u.p.a.	A-1
West:	Agricultural land within the ALR.	OCP: Agriculture	A-1

DEVELOPMENT CONSIDERATIONS

Background

- The 3.2-hectare (8 ac.) subject property is located at 16390 64 Avenue, in West Cloverdale North, and considered the western portion of the former Henry Bose Farm site. The eastern portion of the former Henry Bose Farm site, which is the 7.78-hectare (19.2 ac.) site to the east, is under application (application no. 7911-0330-00 at Third Reading) for 65 single family lots, a future townhouse site (including three heritage buildings) and a park.
- The subject property was created under land development application No. 7907-015-00, which was approved by Council on March 11, 2013. Application No. 7907-015-00 was comprised of a number of aspects, including: an OCP Amendment from Suburban to Multiple Residential, an NCP Amendment from Suburban Residential Cluster 2 upa to Townhouse/Apartments 35 upa, rezoning from A-1 to CD (By-law No. 16998) and a subdivision. To protect heritage buildings on the site, a Heritage Revitalization Agreement By-law (No. 17645) and Development Permit No. 7907-015-00 were also approved.
- In conjunction with the approvals on the subject site, the forested site to the south was transferred to the City as parkland.
- Following the approvals by Council, the subject property was sold. The new owners have submitted a new application to replace the Development Permit and Heritage Revitalization Agreement approved under Application No. 7907-0115-00 in order to permit changes to the design of the project to make it more marketable with respect to current market conditions.

Proposal

• A new Development Permit is proposed to replace existing Development Permit No. 7907-0115-00. Amendments are also being proposed with respect to the heritage buildings on the site and, therefore a new Heritage Revitalization Agreement (HRA) is proposed to replace the existing HRA (By-law No. 17645).

• The key differences and similarities between the proposed Development Permit and the existing Development Permit No. 7907-0115-00 are summarized in the table below:

	Proposed Development Permit	Existing Development Permit No. 7907-0115-00
Density / Height		
Number of residential units /	253 residential units / 4	253 residential units / 4
buildings.	buildings	buildings
Main floor elevation height	Building #1: 22 m. (72 ft.)	Building #1: 21 m. (69 ft.)
(Buildings #1 through 4)	Building #2: 23 m. (75 ft.)	Building #2: 23 m. (75 ft.)
	Building #3: 22 m. (72 ft.)	Building #3: 22 m. (72 ft.)
	Building #4: 16 m. (52 ft.)	Building #4: 15 m. (50 ft.)
Number of storeys (Buildings #1	Building #1: 3 to 4 storeys	Buildings #1 to 4: 3 to 4
through 4).	Building #2: 4 storeys	storeys
	Building #3: 4 storeys	
	Building #4: 4 storeys	
Floor area ratio (FAR).	0.75	0.77
Parking		
Number of residential parking	414	400
spaces.		
Number of visitor parking spaces.	53	58
Number of underground parking	Buildings #1 to 3: 1	Buildings #1 to 4: 2
levels.	Building #4: 2	
Number of parkade entries.	3	6
Amenity Space		
Indoor amenity space.	1,161 sq. m. (12,500 sq. ft.)	976 sq. m. (10,500 sq. ft.)
Outdoor amenity space.	2,238 sq. m. (24,000 sq. ft.)	2,109 sq. m. (22,700 sq. ft.)
Heritage Buildings		
Number of heritage buildings	3	3
proposed for retention.		
Number of residential units /	0/2	2/0
guest units proposed in the		
historic Bose Farmhouse.		

• The proposed development satisfies all the minimum requirements of the existing CD Zone (By-law No. 16998) and no variances are required.

PRE-NOTIFICATION

In accordance with Council policy, a development proposal sign was erected on the property. To date, staff have not received any comments with respect to the proposal.

DESIGN PROPOSAL AND REVIEW

Site Layout and Building Design

- The proposed development generally maintains the overall character and design style of the development that was approved on March 11, 2013, under Application No. 7907-0015-00.
- The proposal still consists of four, 4-storey apartment buildings surrounding a central courtyard.
- Similar to the existing Development Permit, the proposed apartment buildings will be designed to address the grade of the land. The proposed building designs will continue to reflect elements of the historic farmhouse on the site, including the roof gables and shingle accents.
- The primary changes that are proposed to the buildings and lot grading include:
 - o Building No. 1 at the north-east portion of the site has been reconfigured into an "L" shape from a "U" shape (Appendix III);
 - Under the approved Development Permit, the ends of each building tapered from 4 storeys to 3 storeys. Under the proposed development permit, Building No. 1 will taper from 4 storeys to 3 storeys, but the other three buildings are all fully 4 storeys in height, with no stepped ends;
 - o Building No. 1 has 4 storeys facing the east property line, compared to 3 storeys in the approved Development Permit;
 - Some of the exterior façades of the proposed buildings have been simplified by pairing neighbouring decks, eliminating chimneys, and applying a repetitive pattern of similarly sized windows; and
 - O Additional excavation is proposed along the eastern portion of the site, where the proposed grade will meet the existing grade along the east property line, then slope towards the west. In order to accommodate the excavation, two terraced retaining walls are proposed, adjacent to proposed Building No. 1 and Building No. 2.

Circulation and Parking

 Proposed vehicular access remains the same as the approved Development Permit, with primary access coming from 64 Avenue. When the site to the east (Application No. 7911-0330-00 / Third Reading) is developed, an additional access point will be provided from a new 63 Avenue.

• The internal driveway has been slightly reconfigured from what was originally approved, and is now oriented in a more linear north/south direction, compared to a slightly curved and angled orientation under the existing Development Permit.

- All proposed visitor parking is to be located at grade along the internal road. Permeable paving is proposed for the at-grade parking.
- All required resident parking continues to be accommodated underground.

Landscaping

- The proposed landscaping generally remains the same as the approved Development Permit, which includes the following key features:
 - o The landscape design builds on the agricultural character of the site. The proposed orchard planting with meadow grasses along 64 Avenue help to maintain the site's agricultural character from the street. Garden plots are proposed at the centre of the development site, surrounding the relocated farmhouse;
 - o Ground level units have private fenced yards to emphasize territoriality of the semiprivate outdoor spaces;
 - Rustic landscape materials are used throughout the site, such as boulder retaining
 walls, timber and stone fencing and entry features, and weathered unit pavers.
 Historic photographs of the site influenced the design of the entry trellis and heritage
 rock gardens; and
 - o A planted drainage swale is proposed along the south and west boundaries for storm water management.
- As part of the new Development Permit, a mini barn for barn owls is proposed in the northwest corner of the site. The applicant retained a cupola from one of the existing barns that was removed, and intends to restore it to be used as a mini barn for barn owls.

Amenity Space and Heritage Buildings

- The proposed development is required to provide 759 square metres (8,170 sq.ft.) of indoor amenity space based on 3 square metres (32 sq. ft.) per unit. The development proposes 1,161 square metres (12,500 sq.ft.) of indoor amenity space, which will be situated in the renovated barn and historic farmhouse. The indoor amenity space exceeds the minimum amount required under the Zoning By-law and provided in the previously approved Development Permit No. 7907-0015-00.
- Indoor amenity spaces include a lounge, kitchen, library, crafts rooms, fitness rooms and media rooms.
- The proposed development is required to provide 759 square metres (8,170 sq.ft.) of outdoor amenity space based on 3 square metres (32 sq. ft.) per unit. The development proposes 2,238 square metres (24,000 sq.ft.) of outdoor amenity space, which will include garden plots and walkways.

• The amenity lawn area adjacent to the garden plots is slightly larger than the amenity lawn in the existing Development Permit. The lawn area is also oriented further away from Building No. 4, which will create more privacy for residents of Building No. 4 compared to the orientation of the amenity lawn in the existing Development Permit. An outdoor seating area has been incorporated between the garden plots and the children's play area.

- The community garden area has been reduced in size and there are fewer garden plots.
- The applicant is still proposing to retain, restore and adapt the Bose Farmhouse, Dairy Building and Barn into new uses including a guest suite, gardener's shed and amenity building, with only the following minor changes to Development Permit No. 7907-015-00:
 - The historic Bose Farmhouse will be reoriented to a north/south direction, which
 reflects its historic orientation. It will contain two guest suites and amenity space
 instead of market housing. The basement is proposed to be replaced with a crawl
 space, which will eliminate the need for new windows, while retaining the historic
 windows; and
 - o A later addition that was made to the Dairy building is proposed to be removed, while a loading dock is now proposed to be reinstated.
- The Heritage Advisory Commission (HAC) reviewed the application. The HAC had no comments on the proposed changes to the Bose Farmhouse, Dairy Building and Barn, and found the proposed changes to be acceptable.
- The applicant will be required to enter into a Heritage Revitalization Agreement with the City to reflect the proposed changes to the heritage buildings. The existing Heritage Revitalization Agreement (No. 17645) will be repealed once the new Heritage Revitalization Agreement has been adopted.

ADVISORY DESIGN PANEL

This application was not referred to ADP but was reviewed by Planning & Development staff and found to be generally acceptable.

INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I. Lot Owners, Action Summary and Project Data Sheets

Appendix II. Proposed Site Plan, Building Elevations, and Landscape Plans Appendix III. Redlined site plan showing proposed changes to the layout

Appendix IV. Heritage Advisory Commission Minutes (Draft)
Appendix V. Proposed Heritage Revitalization Agreement By-law

original signed by Judith Robertson

Jean Lamontagne General Manager Planning and Development

JD/da

<u>Information for City Clerk</u>

Legal Description and Owners of all lots that form part of the application:

1. (a) Agent: Name: Colin Hogan

Focus Architecture Inc.

Address: 1528 - McCallum Road, Unit 109

Abbotsford, BC V2S 8A3

Tel: 604-853-5222 - Work

604-853-5222 - Fax

2. Properties involved in the Application

(a) Civic Address: 16390 - 64 Avenue

(b) Civic Address: 16390 - 64 Avenue

Owner: 0740156 BC Ltd., Inc. No. 0941515

Director Information:

Terry Chong Ross Elliott

No Officer Information Filed

PID: 029-041-341

Lot 1 Section 12 Township 2 New Westminster District Plan EPP27945

- 3. Summary of Actions for City Clerk's Office
 - (a) Introduce a Heritage Revitalization Agreement By-law, which is attached as Appendix V.
 - (b) File the appropriate notice, upon final adoption of the by-law, at the Land Title Office and with the Minister in accordance with Section 966 of the Local Government Act.

DEVELOPMENT DATA SHEET

Existing Zoning: CD (By-law No. 16998)

Required Development Data	Minimum Required / Maximum Allowed	Proposed
LOT AREA* (in square metres)		
Gross Total		
Road Widening area		
Undevelopable area		
Net Total		32,083 sq. m.
CD Zoned portion used for calculations		29,428 sq. m.
•		<u> </u>
LOT COVERAGE (in % of net lot area)		
Buildings & Structures	30%	26%
Paved & Hard Surfaced Areas		26%
Total Site Coverage		52%
SETBACKS (in metres)		
North	7.5 m.	14 m.
South	7.5 m.	7.5 m.
East	7.5 m.	14.17 m.
West	17.0 m.	18.25 m.
	,	
BUILDING HEIGHT (in metres/storeys)		
Principal	16.7 m.	16.7 m.
Accessory	,	,
1		
NUMBER OF RESIDENTIAL UNITS		
Bachelor		
One Bed		73
Two Bedroom		180
Three Bedroom +		
Total	253	253
	33	
FLOOR AREA: Residential		22,048 sq. m.
		, I I
FLOOR AREA: Commercial		NA
Retail		<u> </u>
Office		
Total		
FLOOR AREA: Industrial		NA
FLOOR AREA: Institutional		NA
TOTAL BUILDING FLOOR AREA		22,048 sq. m.

^{*} If the development site consists of more than one lot, lot dimensions pertain to the entire site.

Development Data Sheet cont'd

Required Development Data	Minimum Required / Maximum Allowed	Proposed
DENSITY		
# of units/ha /# units/acre (gross)		
# of units/ha /# units/acre (net)		86 upha / 35 upa
FAR (gross)		
FAR (net)	0.80	0.749
AMENITY SPACE (area in square metres)		
Indoor	759 sq. m.	1,161 sq. m.
Outdoor	759 sq. m.	2,238 sq. m.
PARKING (number of stalls)		
Commercial		
Industrial		
Residential Bachelor + 1 Bedroom	94.9	95
2-Bed	270	319
3-Bed		
Residential Visitors	50.6	53
Institutional		
Total Number of Parking Spaces	415.5	467
Number of disabled stalls	5	11
Number of small cars	104	20
Tandem Parking Spaces: Number / % of Total Number of Units		
Size of Tandem Parking Spaces width/length		

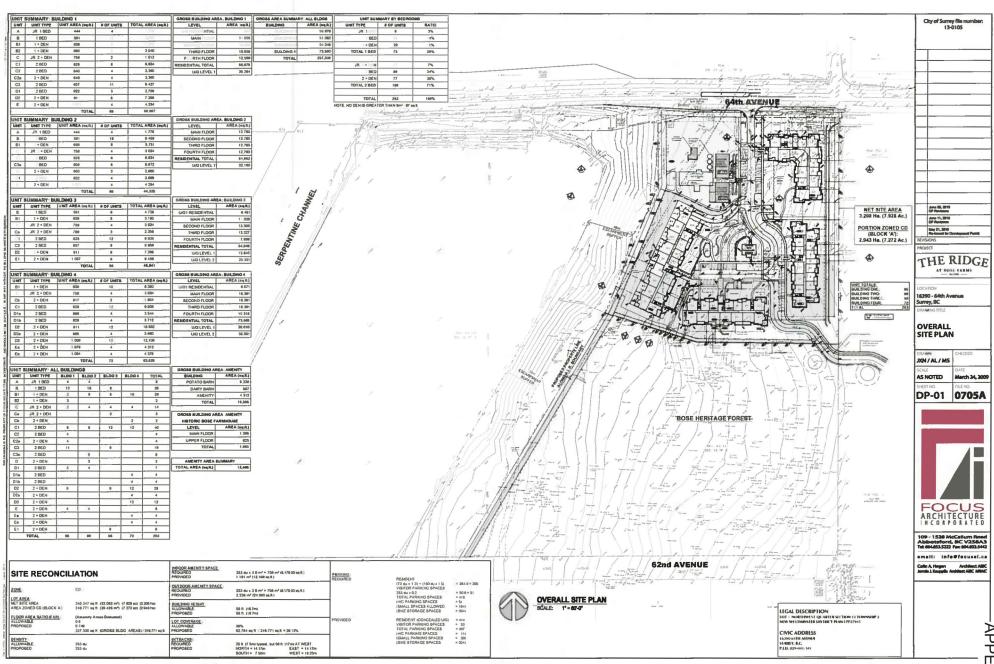
Heritage Site	YES	Tree Survey/Assessment Provided	YES
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MULTIPLE BUILDINGS DATA SHEET

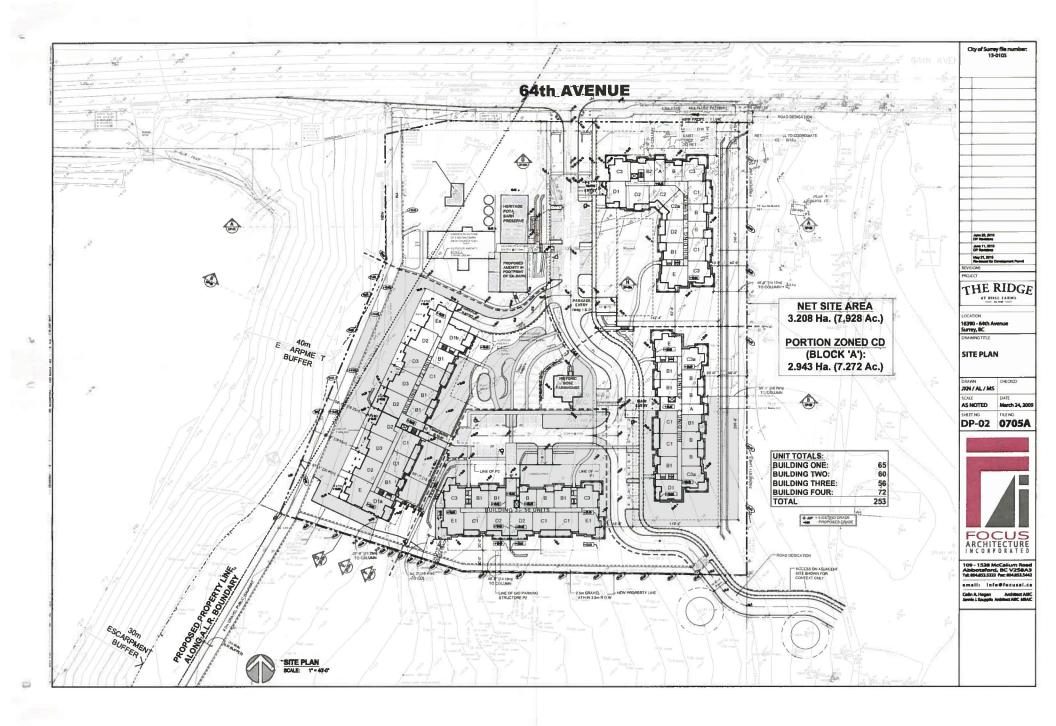
Existing Zoning: CD (By-law No. 16998)

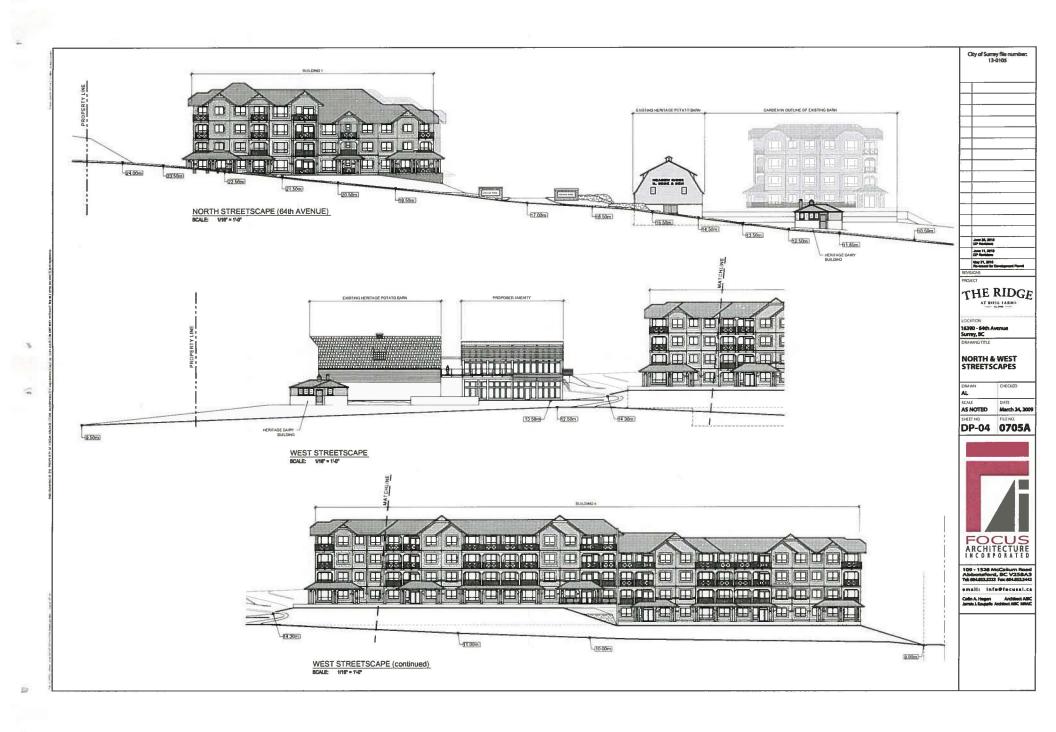
Required Development Data	Building #1	Building #2	Building #3
SETBACK (in metres)			
North	14 m.		
South		31.25 m.	7.5 m.
East	14 m.	16.78 m.	
West			
Building Height (in metres/storeys)	13.8 m. / 4 storeys	9.46 m. / 4 storeys	14.6 m. / 5 storeys
NUMBER OF RESIDENTIAL UNITS/			
SIZE RANGE			
Bachelor			
One Bedroom	21	29	13
Two Bedroom	44	31	43
Three Bedroom +			
TOTAL FLOOR AREA	5,450 sq. m.	4,743 sq. m.	5,021 sq. m.

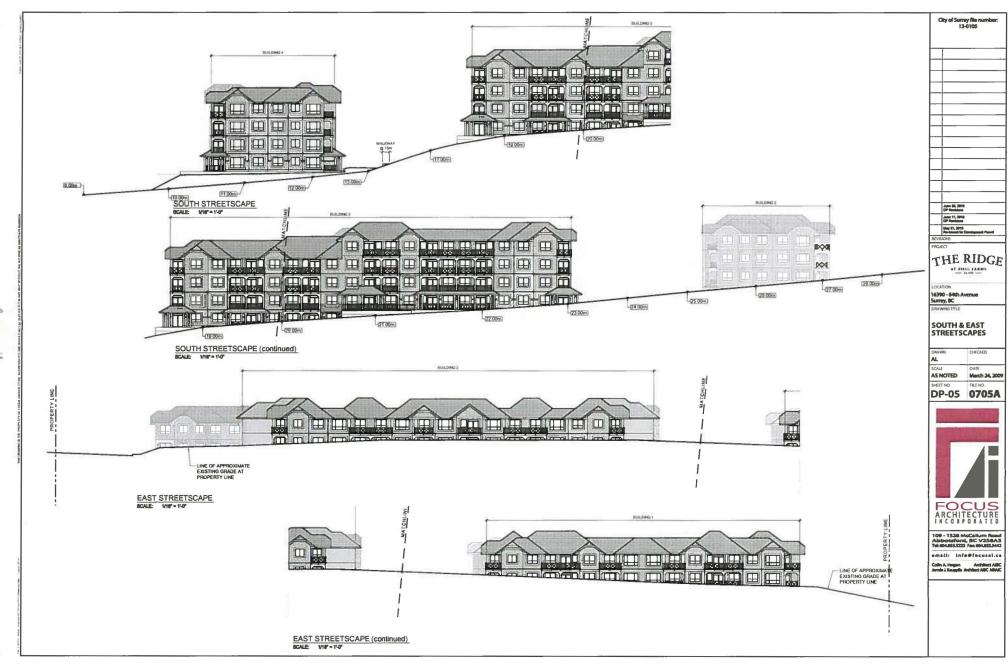
Required Development Data	Building #4
SETBACK (in metres)	
North	
South	11.28 m.
East	
West	18.25 m.
Building Height (in metres/storeys)	16.70 m. / 5 storeys
NUMBER OF RESIDENTIAL UNITS/ SIZE RANGE	
Bachelor	
One Bedroom	10
Two Bedroom	62
Three Bedroom +	
TOTAL FLOOR AREA	6,834 sq. m.

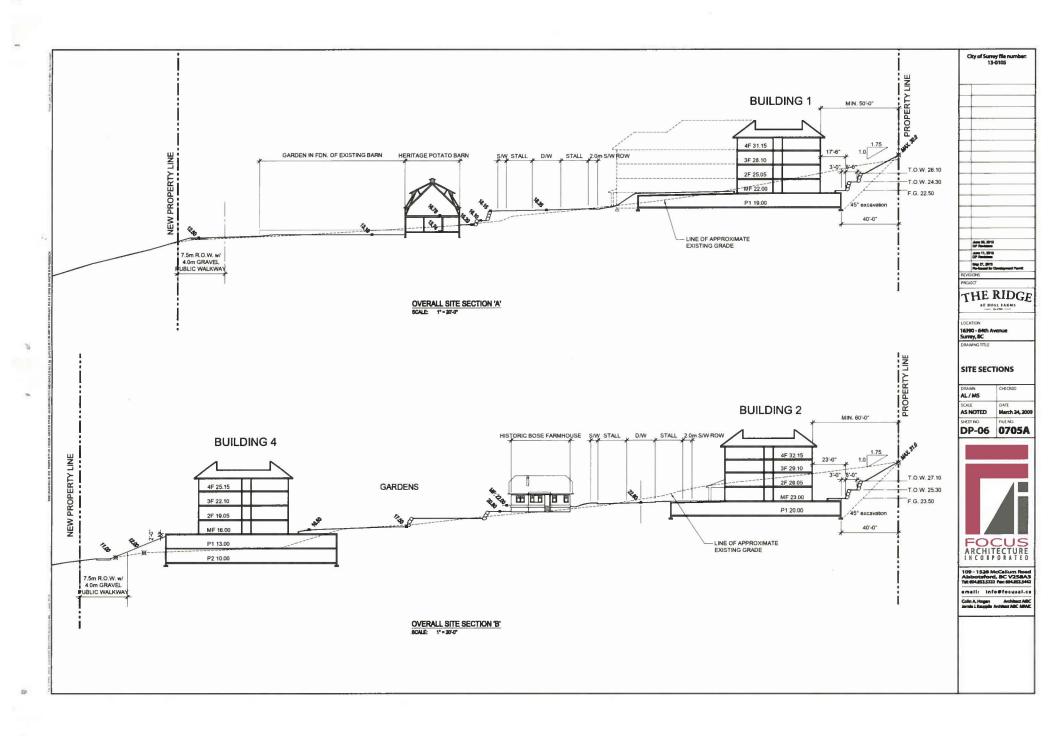


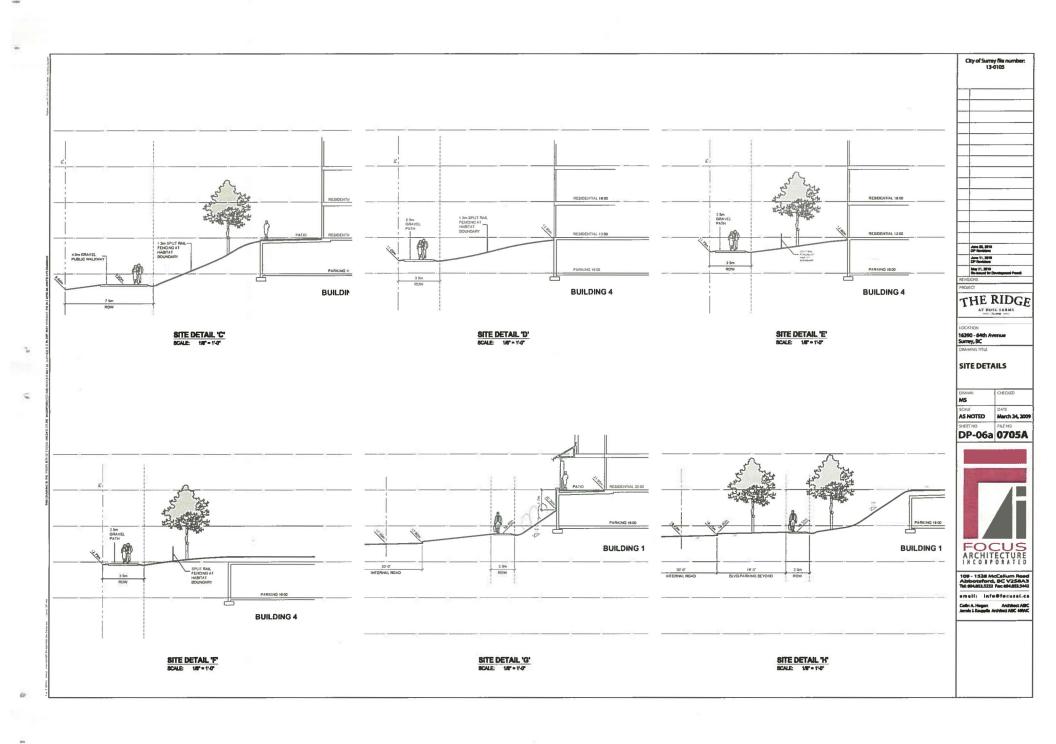
APPENDIX II

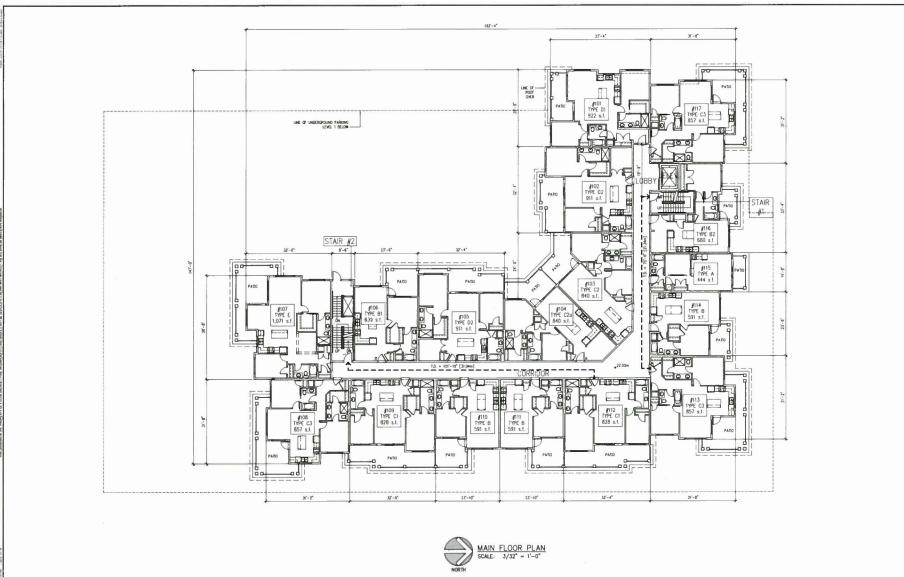












BUILDING #1 UNDERGROUND LEVEL 1: U/G LOBBY: MAIN FLOOR: SECOND FLOOR: THIRD FLOOR: FOURTH FLOOR:

35,264 sq. ft. 997 sq. ft. 15,038 sq. ft. 15,038 sq. ft. 15,038 sq. ft. 12,559 sq. ft.

City of Surrey file number: 13-0105

Acco 11, 2012 DF Revisions

THE RIDGE AT BOOL SARMS

16390 - 64th Avenue Surrey, BC

BUILDING ONE: MAIN FLOOR PLAN

DIAWN	CHECKED
AL/RW/MS	CH
SCALE	DATE
AS NOTED	Merch 24, 2009
SHEET NO.	FILENCI

DP-08 0705A



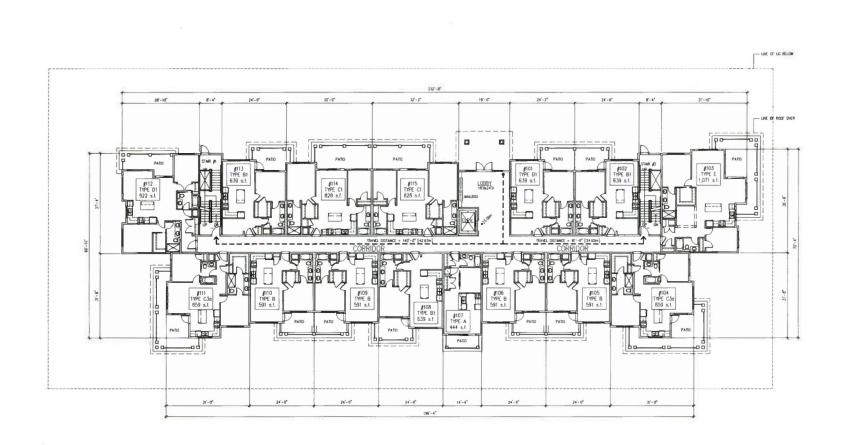
109 - 1528 McCallum Road Abbotsford, BC V258A3 Tel: 604853,522 Fe:: 604853,542

email: infe@fecusal.ca

Colin A. Hogen Architect AISI Jernio J. Kauppile Architect AISC MIAJ









Jane 36, 3213 CP Resistant June 11, 2018 May 21, 2013 Po-tenant for D

THE RIDGE AT BUSE FARMS

16390 - 64th Avenue Surrey, BC

BUILDING TWO: MAIN FLOOR PLAN

AL/RW/MS	CH CHECKED
SCALE	DATE
AS NOTED	March 24, 2009
SHEET NO	FILE NO

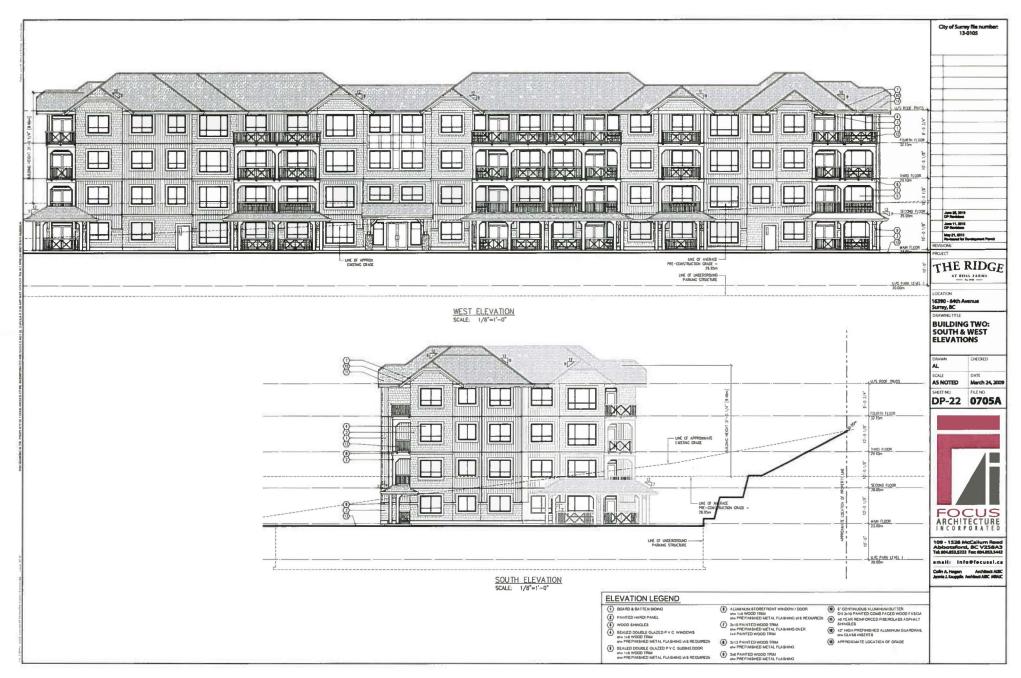
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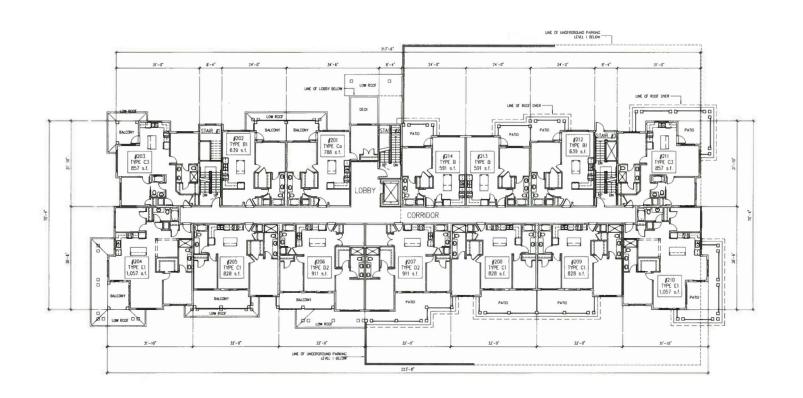
FOCUS ARCHITECTURE INCORPORATED

email: Info@focusel.ca

GURDING #2.
UNDERGROUND LEVEL 1:
MAIN FLOOR:
SECOND FLOOR:
THERD FLOOR:
FOURTH FLOOR: 32,180 sq. ft. 12,763 sq. ft. 12,763 sq. ft. 12,763 sq. ft. 12,763 sq. ft.









City of Surrey file number: 13-0105

Jugo SS, 3015 DP Revisions Jame 11, 3015 DP Revisions

May 21, 2010 Po-lessed for Donate REVISIONS

THE RIDGE

16390 - 64th Avenue Surrey, BC

DRAWING TITLE
BUILDING THREE:
MAIN FLOOR PLAN

DRAWN OFFICED

SCALE DATE
AS NOTED March 24, 2009
SHEET NO. FILE NO.

DP-25 0705A

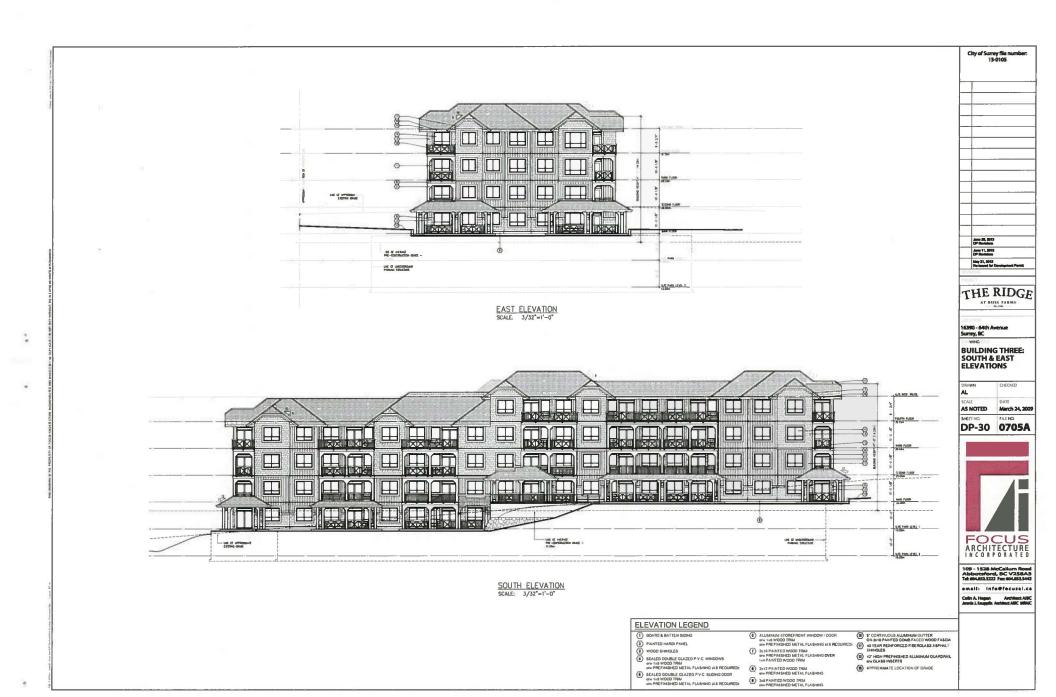


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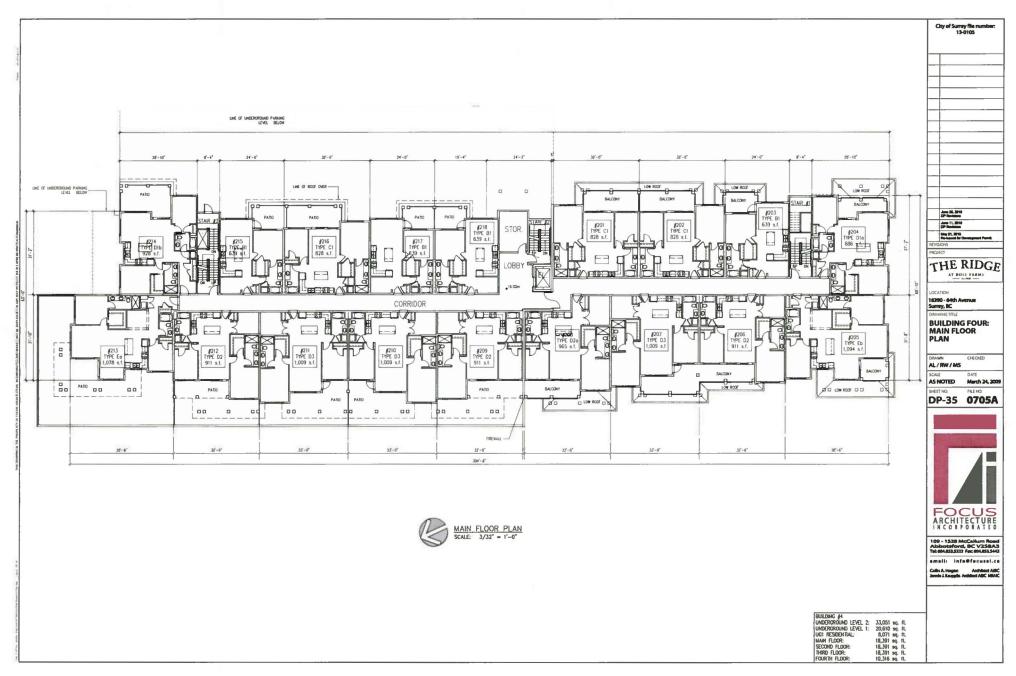
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Colin A. Hogon Architect ASIC Joseph J. Kooppile Architect ASIC MIAIC

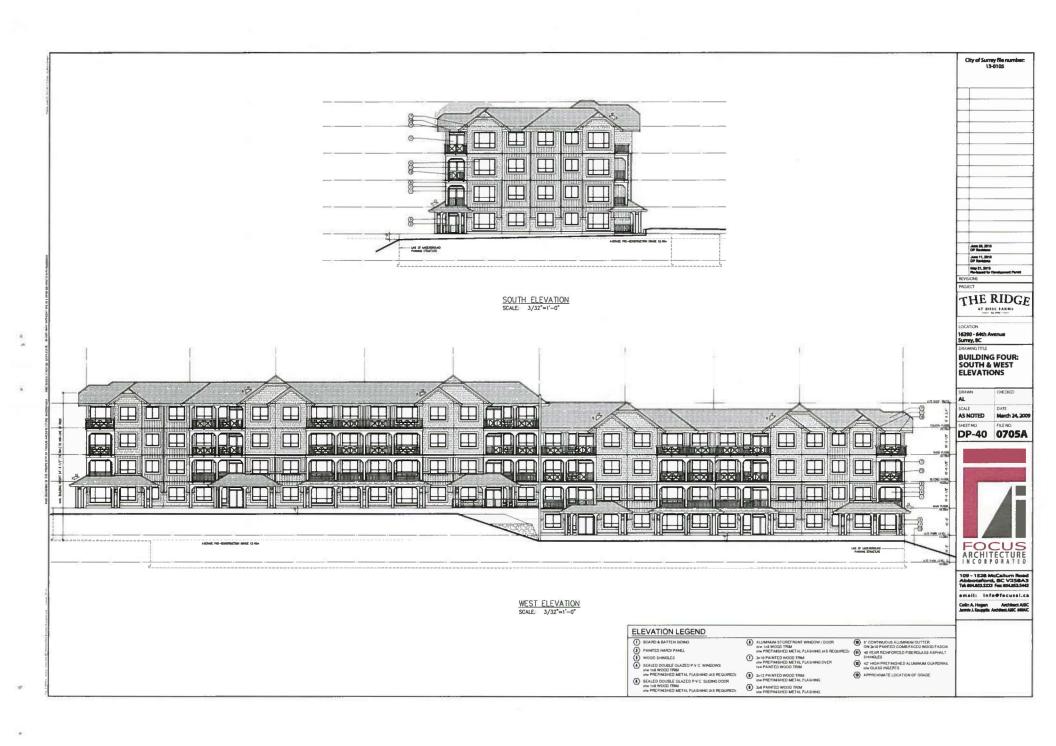
BULDING #3
UNDERFORM LEVEL 12 25,331 sq. ft.
UNDERFORM LEVEL 1: 13,843 sq. ft.
UCI RESDENTIAL 6.451 sq. ft.
SCOUD FLOOR: 13,326 sq. ft.
SCOUD FLOOR: 13,305 sq. ft.
FROD FLOOR: 13,327 sq. ft.
FROD FLOOR: 7,638 sq. ft.
FOURTH FLOOR: 7,638 sq. ft.

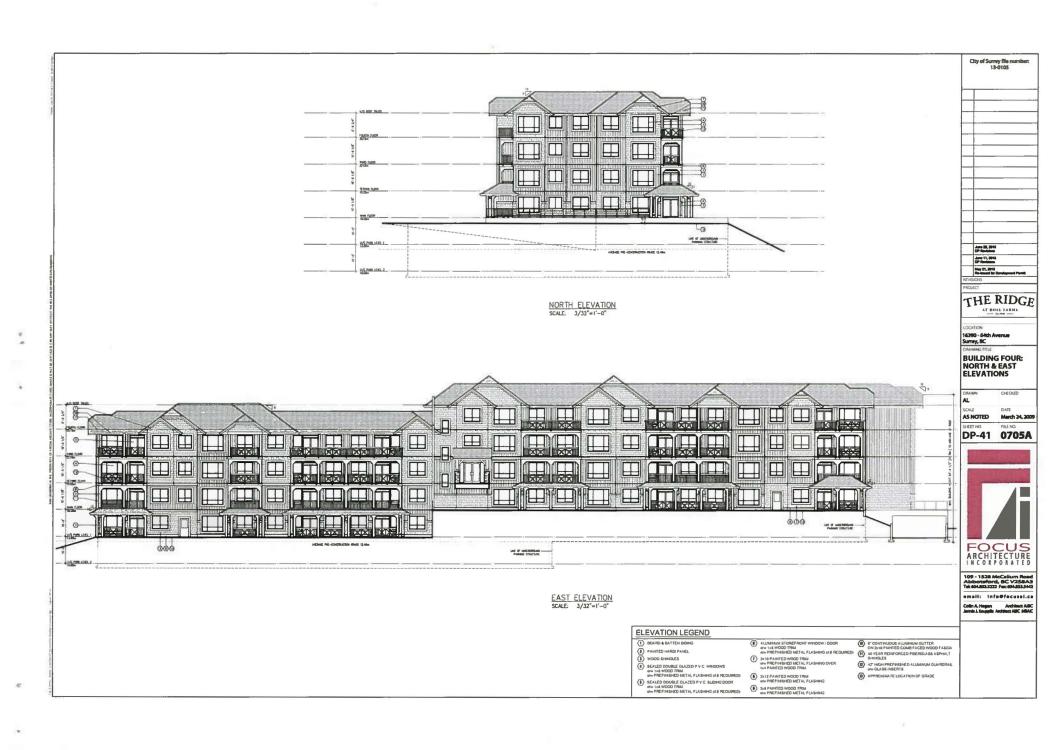


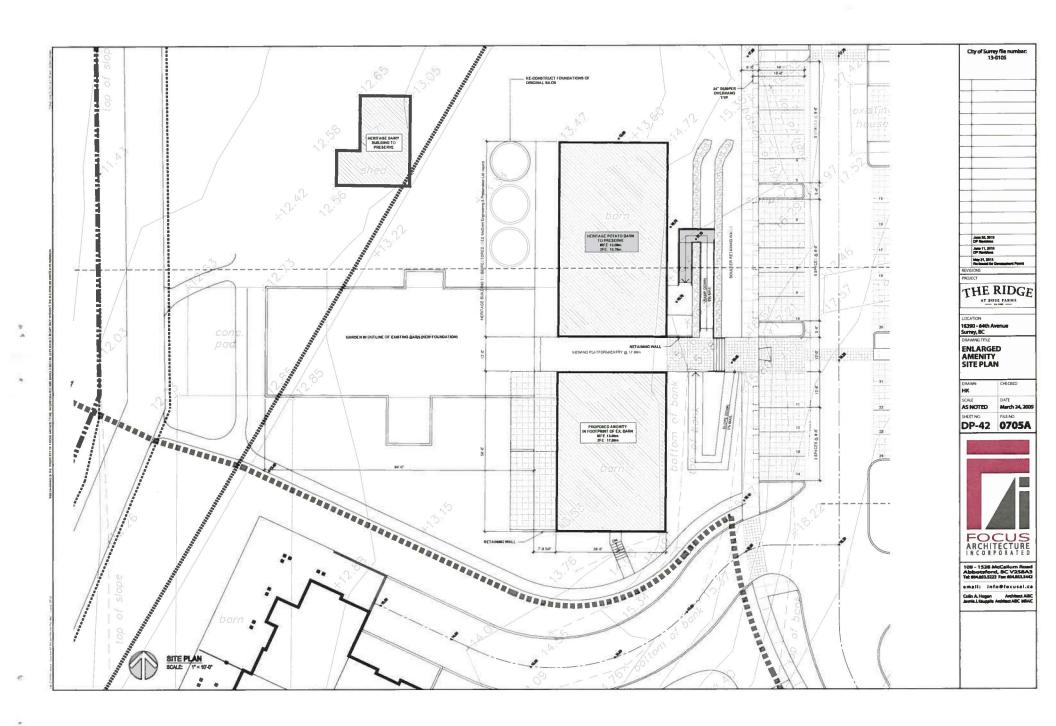


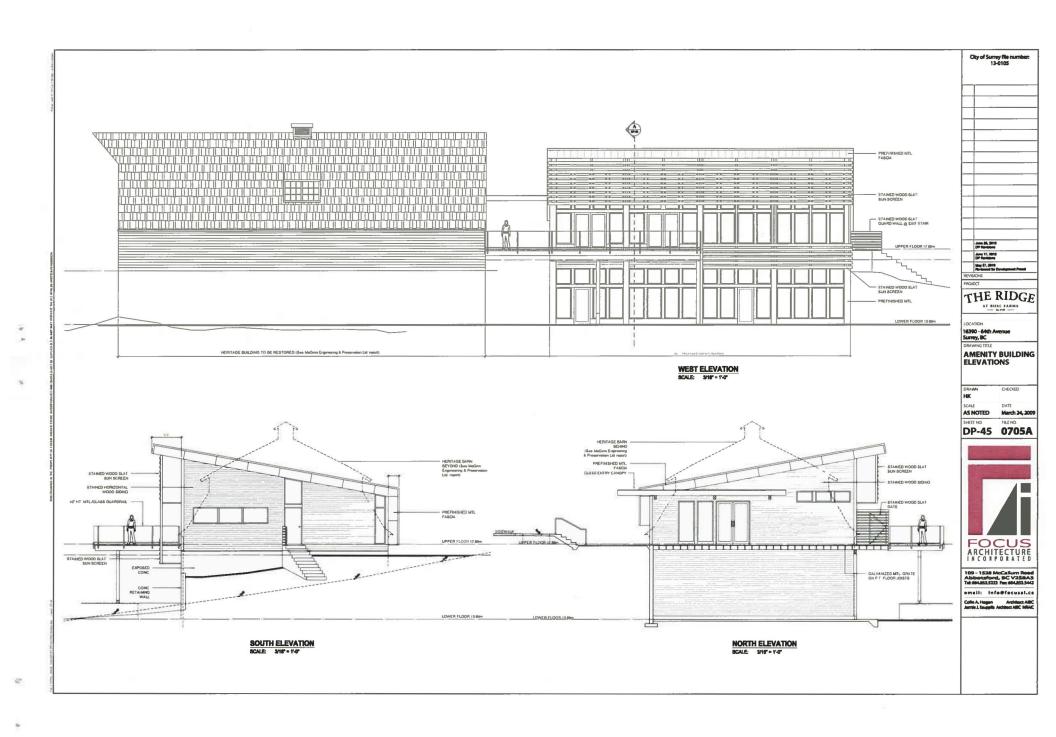


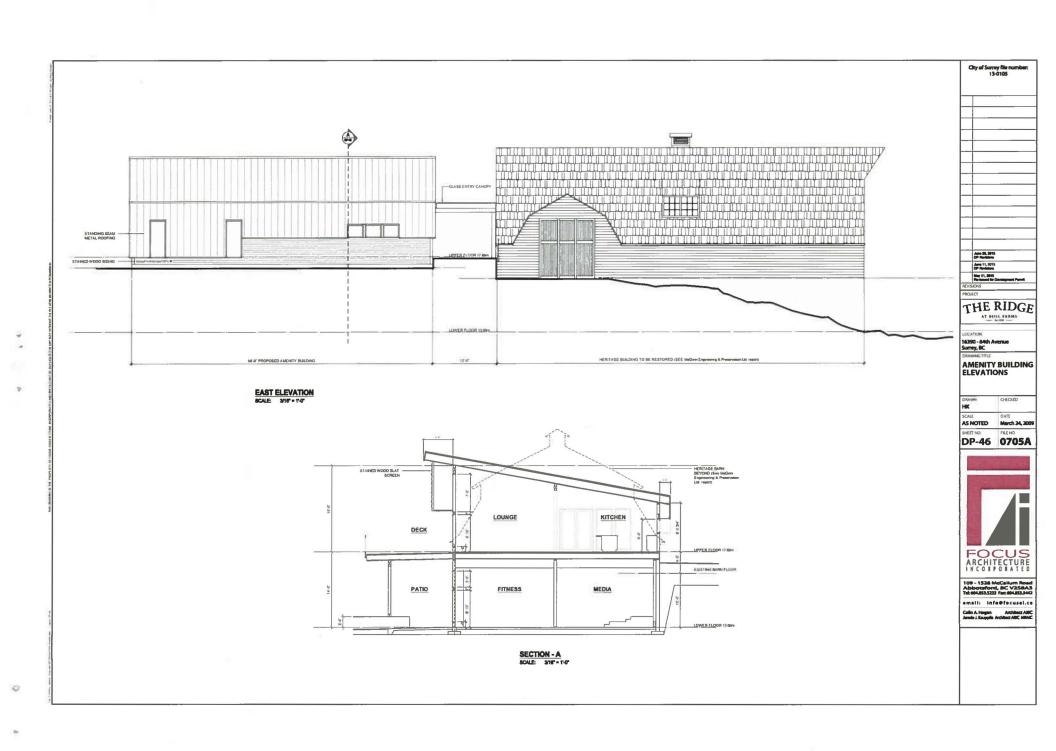
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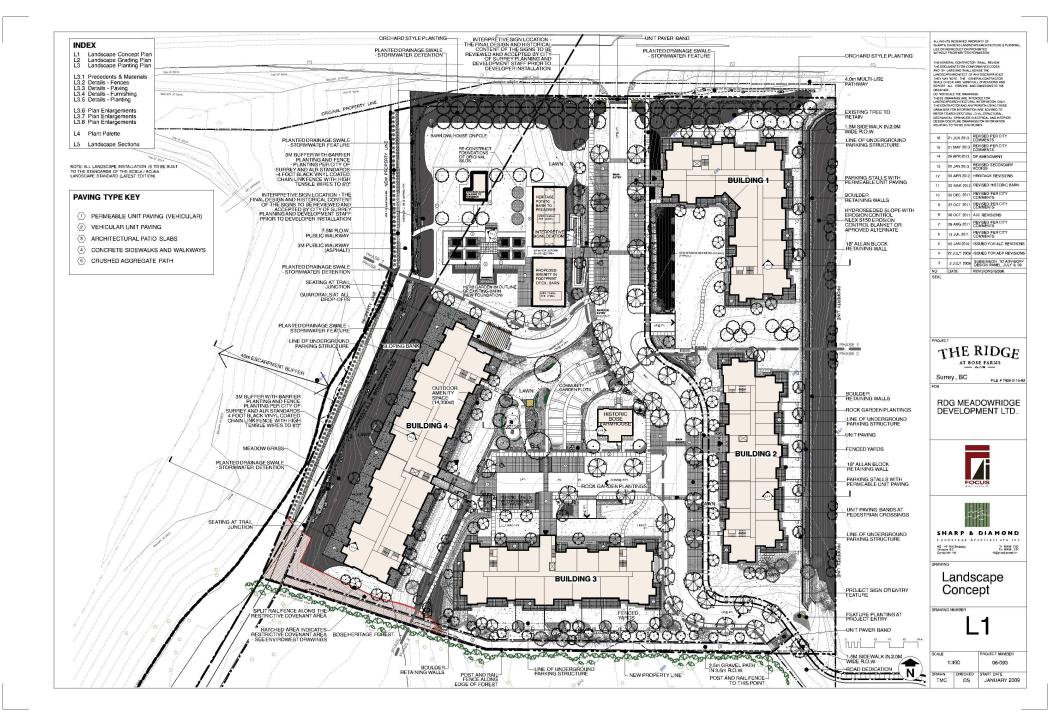


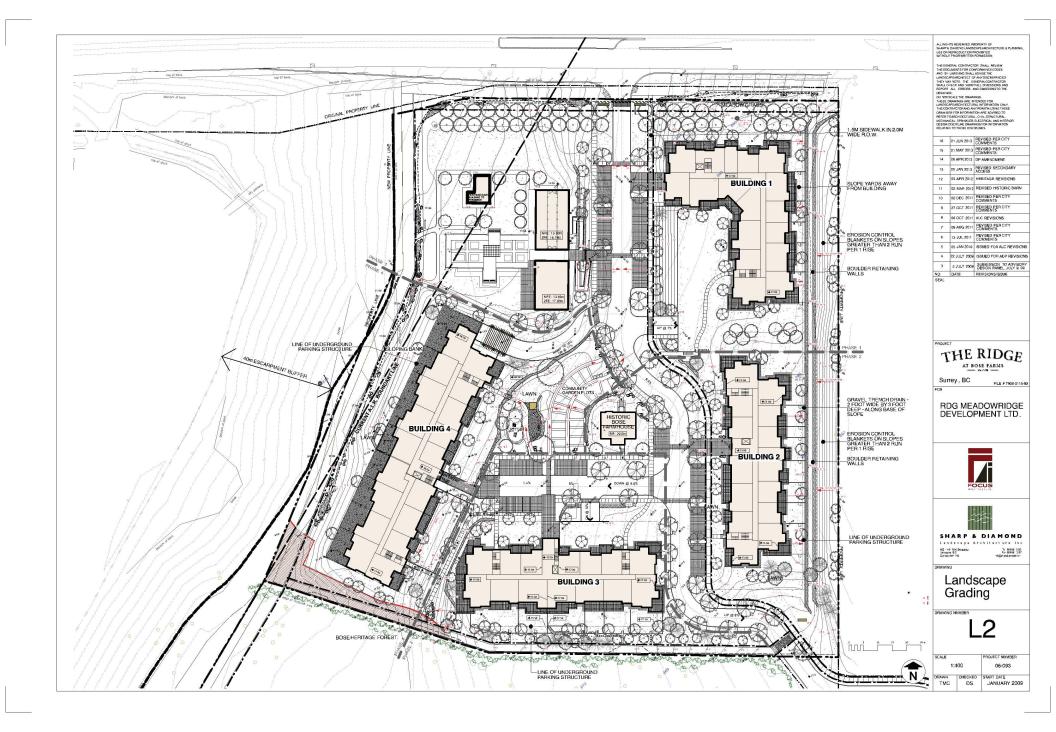


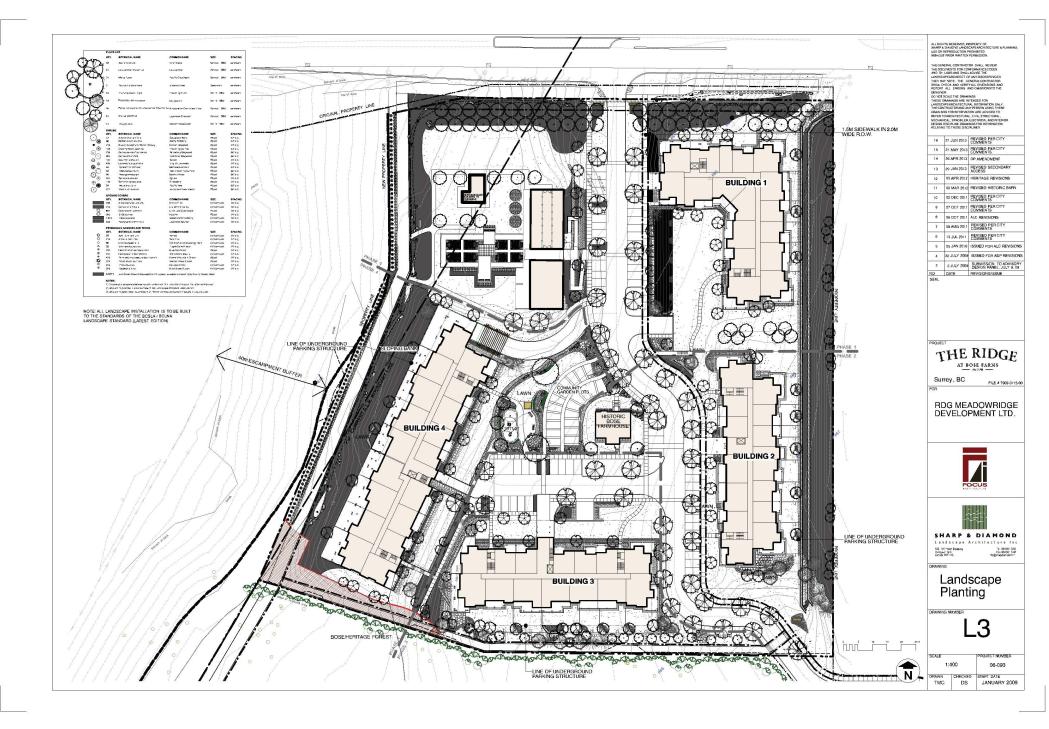












ORCHARD



RESIDENT GARDEN PLOTS



HERITAGE ROCK GARDEN



FARM HERITAGE MOTIFS













9 27 OCT 2011 REVISED PER CI COMMENTS 8 06 OCT 2011 ALC REVISIONS 7 08 AUG 2011 REVISED PER CITY COMMENTS 3 2 JULY 2009 SUBMISSION TO DESIGN PANEL,

Surrey, BC

STORMWATER SWALES



PAVING





OLD COUNTRY STONE STANDARD AND PERMEABLE 8-7/8" x 7-1/8" x 2-3/8" 90 DEGREE HERRINGBONE PATTERN

YORKTOWN BENCH WITH CHIPPENDALE BACK







CALLISTO LIGHT **FIXTURE**





REMPEL DEVELOPMENT GROUP

THE RIDGE AT 8032 FARMS



Tel: 604.681.3303 Fax: 604.681.3307 info@sharpdiamond.com

Landscape Precedents & Materials

DS

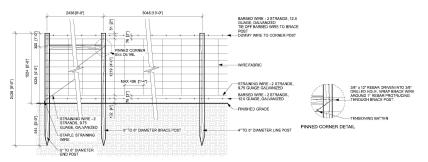
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JANUARY 2009

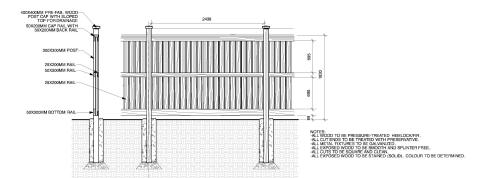




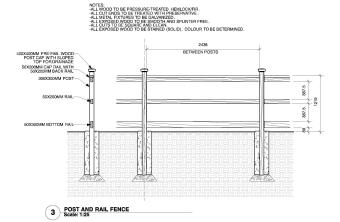




WIRE FABRIC FENCE WITH TWO STRANDS OF BARBED WIRE (OFF SITE FOR ALR)
Scale: 1:25



PRIVACY SCREEN
Scale: 1:25

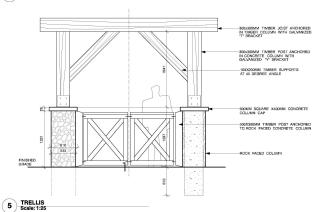


NOTES:
-UNIFICE AVAILABLE FROM BAYDEEN ERECTORS LTD. (804-994-971).
-UNIFIC AVAILABLE FROM BAYDEEN E

4 PARKS STANDARD THREE RAIL SPLIT FENCE (FOR ALONG RC AREA) Scale: 1:25

BRACE PANEL VARIES

16' DIAMETER CONCRETE FOOTING-



8ft MAX.

2'XZ' WIRE MESHNO 5 QUAGE
ALONGUILDON AND ALONGUILDON AND ALONGUILDON ALONGUIL

6 CHAIN LINK FENCE ALONG THE RESTRICTIVE COVENANT AREA (OFF SITE FOR ALR)

ALL RIGHTS RESERVED, PROPERTY OF SHARP & DIAMOND LANDSCAPEARCHITECTURE & PLANNING USE OR REPRODUCTION PROHIBITED

THE GENERAL CONTRACTOR SHALL REVIEW THE DOCUMENTS FOR CONFORMANCE CODES AND BY LAWS AND SHALL ADVISET THE LANGSCAPEACHIEFLO OF ANY DISCREPANCIES THEY MAY NOTE. THE GENERAL CONTRACTOR SHALL CHECK AND VERIFYALL DIMENSIONS AN EXPORT ALL DIRECTORS AND CANASCORETOR THE POINT, ALL DIRECTORS AND CANASCORETOR.

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15 21 MAY 2013 REVISED PER CITY COMMENTS

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NO	DATE	REVISIONS/ISSUE

THE RIDGE

AT BOSE FARMS
Surrey, BC

REMPEL DEVELOPMENT GROUP



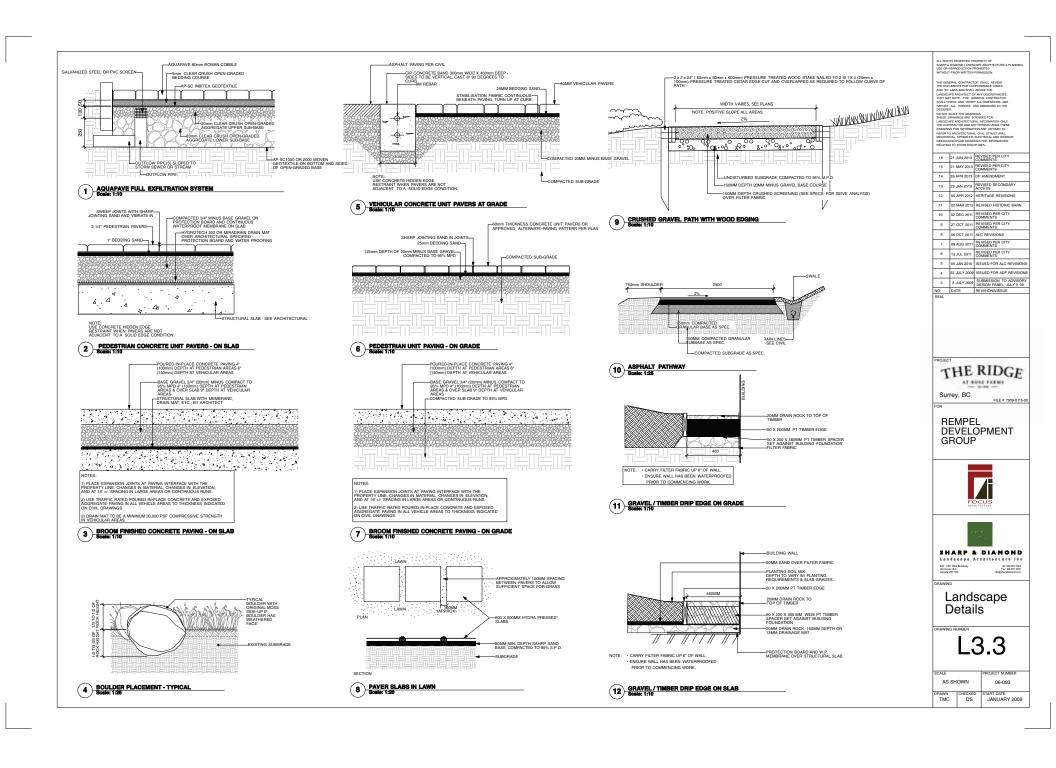


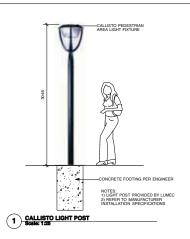
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Landscape Details

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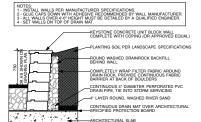


EXTRUDED CONCRETE CURB 10MM CHAMFER 200

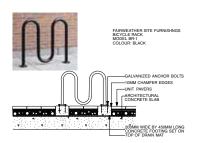
NOTE: PLAYGROUND FALL PROTECTION TO BE CSA APPROVED WOOD FIBRE PRODUCT PLAYGROUND EDGE DETAIL
Scale: 1:10

-LARGE BOULDERS NATIVE FROM SITE, SPLIT AS REQUIRED PLANTING SOIL PER LANDSCAPE SPECIFICATIONS CONTINUOUS 100MM DIAMETER
-PERFORATED PVC DRAIN PIPE, TIE INTO 150MM MINIMUM DEPTH GRANULAR BASE COMPACTED TO 95% M.P.D.

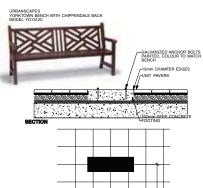
3 BOULDER RETAINING WALL Scale: 1:25

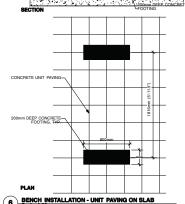


4 CONCRETE UNIT BLOCK RETAINING WALL ON SLAB

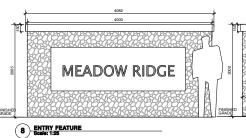


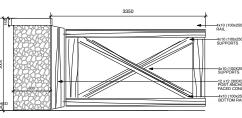
5 BIKE RACK INSTALLATION - UNIT PAVING ON SLAB

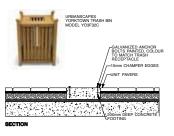


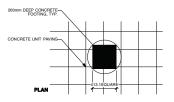


6 BENCH INSTALLATION - UNIT PAVING ON SLAB

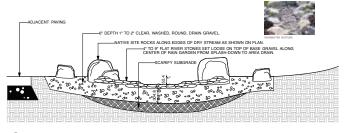








7 TRASH INSTALLATION - UNIT PAVING ON SLAB



9 LANDSCAPE SWALE/WATER DETENTION Scale: 1:25

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THE RIDGE

AT 8032 FEB.003

Surrey, BC

REMPEL

DEVELOPMENT GROUP

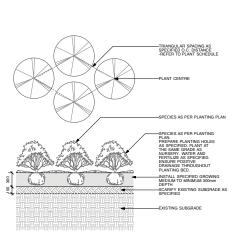




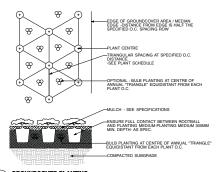
602 - 1401 West Broadway Vancouver, B.C. Canada VSH 1H5 Tel: 604.681.3303 Fax: 604.681.3307 info@sharpdamond.com

Landscape Details

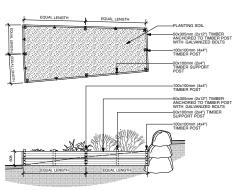
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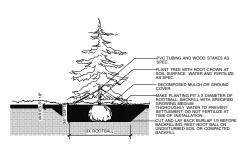
1 PROPOSED SHRUB PLANTING TYPICAL Scale: 1:25

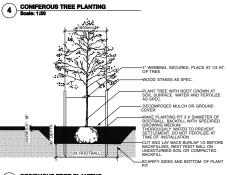


2 GROUNDCOVER PLANTING Scale: 1:25

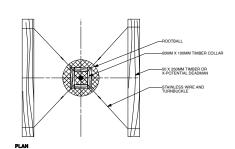


3 GARDEN PLOT TIMBER FRAME Scale: 1:50









[2M SQUARE]

6 TREE PLANTING IN PARKING ISLAND Scale: 1:20

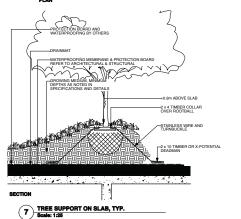
-TREE AS PER PLANTING PLAN: TURN DOWN TOP 1/3 OF BURLAP ON ROOT BALL WOOD STAKES ROUND AS SPEC. -DROUGHT TOLERANT GROUNDCOVERS AS SPEC.

-STRUCTURAL NILEX 4553 GEOTEXTILE WRAP AROUND BASE COARSE, PIN TO BACK OF CURB, PLACE OVER STRUCTURA SOII

-500mm STRUCTURAL SOIL TO BE PLACED BELOW GRANULAR BASE

—GRANULAR BASE

-PLANTING SOIL MIX -TAMPED PLANTING SOIL MIX BELOW ROOTBALL -COMPACTED SUBGRADE



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THE RIDGE

AT 8032 FERMS

Surrey, BC

REMPEL DEVELOPMENT GROUP



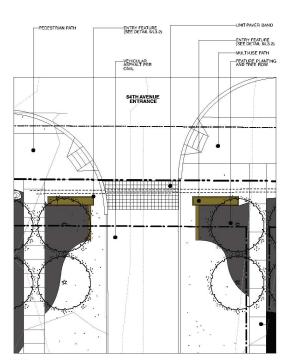


Landscape Architecture Inc 502 - 1401 West Broadway Vancouver, B.C. Canada VSH 1H5

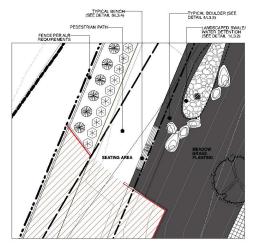
Landscape Details

L3.5

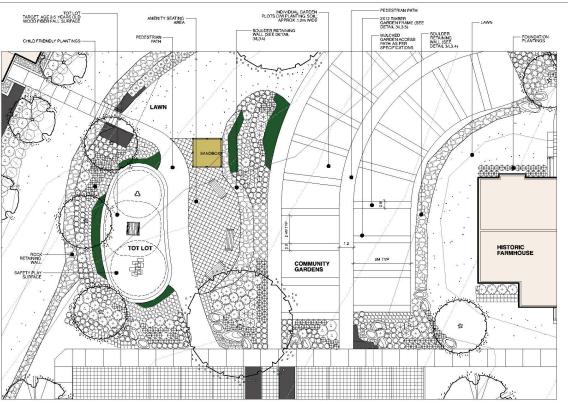
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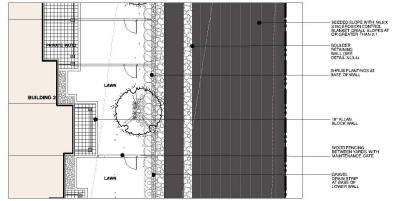
PLAN ENLARGEMENT - 64TH AVENUE ENTRANCE



3 PLAN ENLARGEMENT - PEDESTRIAN WALKING PATH



PLAN ENLARGEMENT - COMMUNITY GARDENS + TOT LOT 1:100



PLAN ENLARGEMENT - BUILDING 2 PRIVATE YARD 1:100



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THE RIDGE AT BOSE FARMS

RDG MEADOWRIDGE DEVELOPMENT LTD.



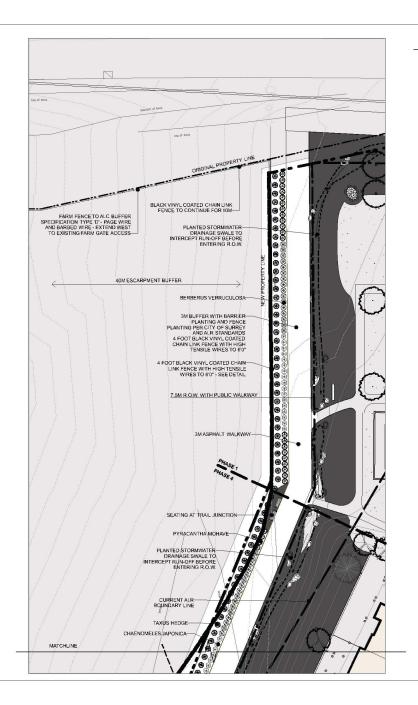


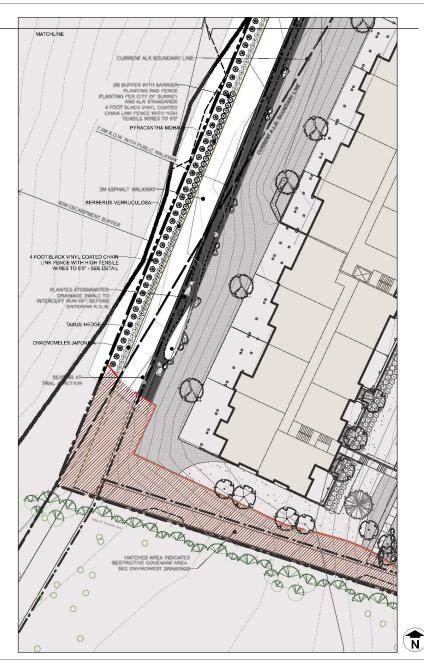
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Plan Enlargements

L3.6

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THEGENERAL CONTRACTOR SHALL REVIEW THE DOCUMENTS FOR COMPORANCE CODES AND SYLVAYS AND CONTRACTOR SHALL CHECK AND VERIEVALL DIVENSIONS AN REPORT ALL ERRORS AND OMSSIONS TO

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THE RIDGE

AT BOSE FARMS
Surrey, BC FILE # 7908-0115-00

RDG MEADOWRIDGE







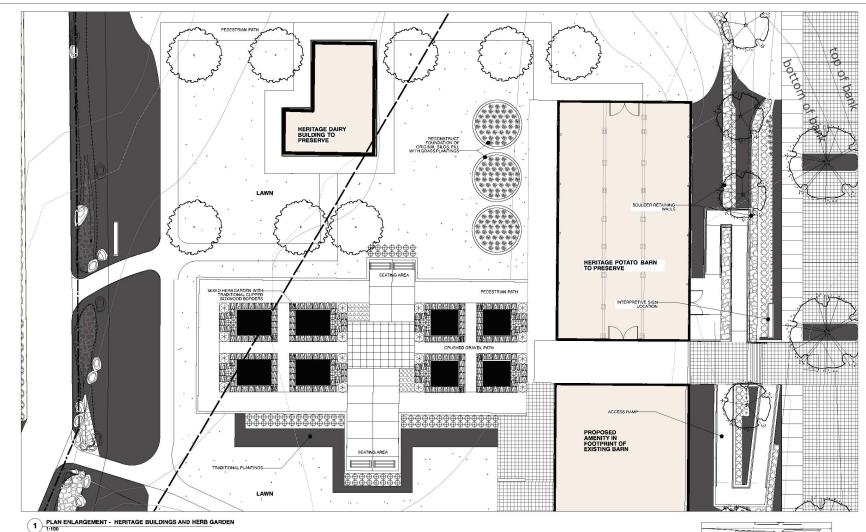
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THE RIDGE AT BOSE FARMS

Surrey, BC

RDG MEADOWRIDGE DEVELOPMENT LTD.





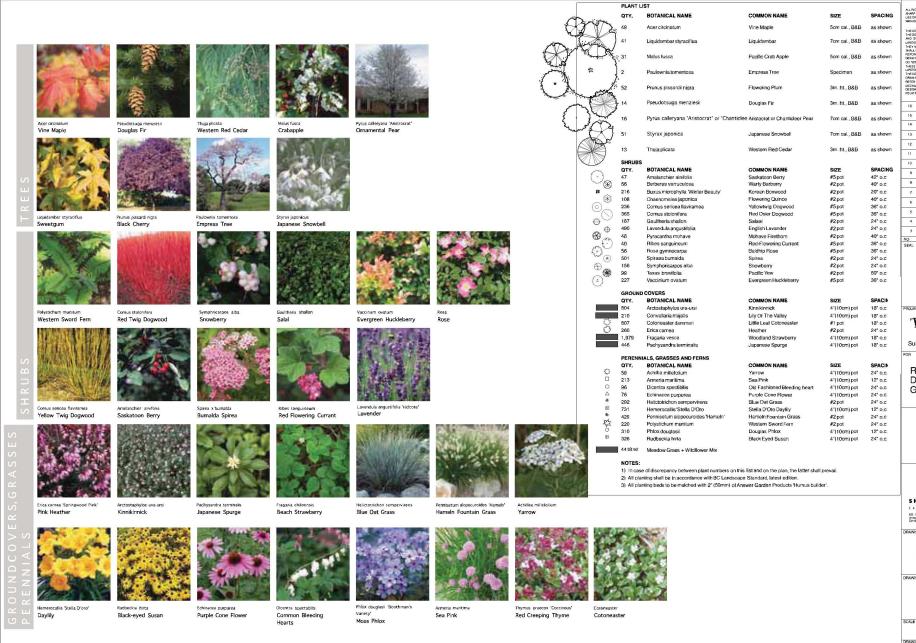
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Plan Enlargements

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THE RIDGE

AT BOSE FARMS Surrey, BC

REMPEL DEVELOPMENT GROUP



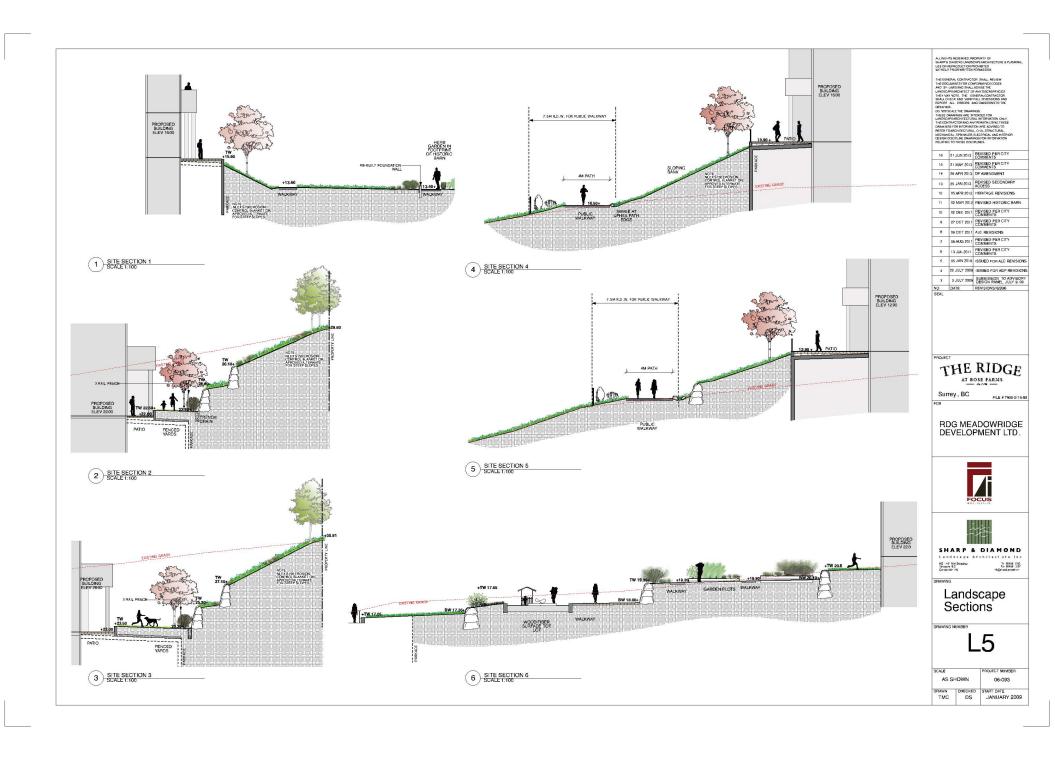


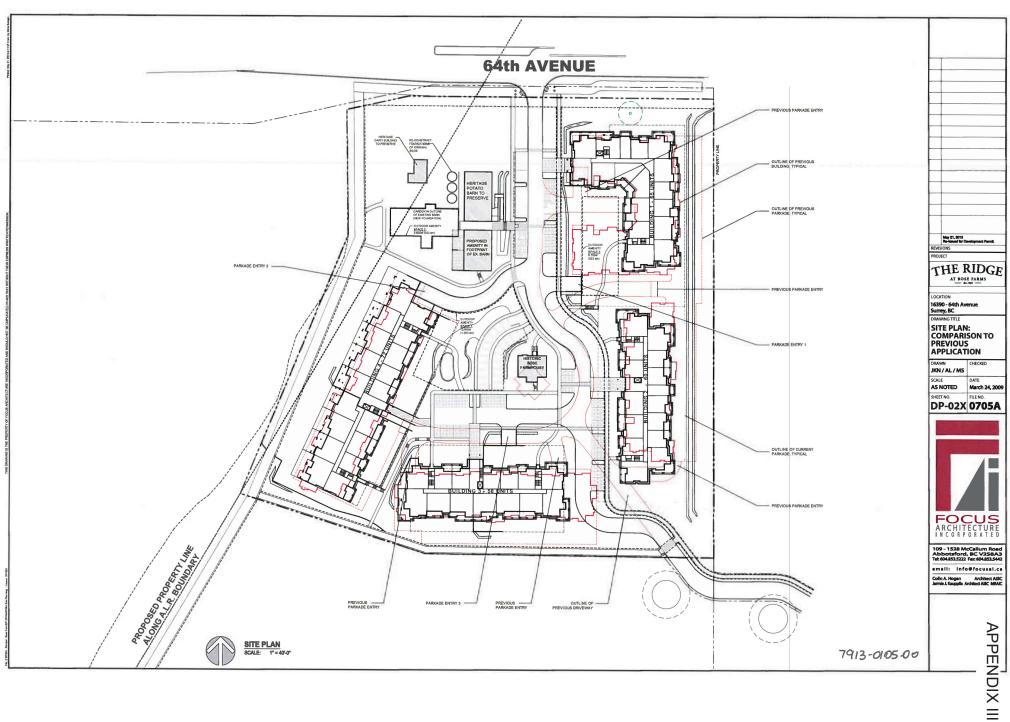
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Plant Palette

L4

NTS		PROJECT NUMBER 06-093	







D. **NEW BUSINESS**

PLANNING & DEVELOPMENT

(a) Meadow Ridge Farm (16390 – 64 Avenue)

Proposed amendments to the Conservation Strategy for Meadow Ridge Farm File: 6800-14

The following comments were made:

- The developer of the Meadow Ridge Farm property has applied for a new development permit and revised HRA to accommodate changes to the conservation strategy.
- The farmhouse is to be re-oriented towards 64 Avenue.
- The farmhouse, which was proposed to be used as two residential units, is now proposed to be used as two guest suites and additional amenity space.
- The farmhouse will no longer have a basement thus will require no new windows.
- The Dairy building will be changed slightly: the block wall foundation (that was likely a later addition) will be removed and the original larger loading dock will be reinstated.
- Changes to the site plan are minimal. The shape of the building at 64 Avenue will be changed from a U-shape to an L-shape.
- The internal road will be reworked.
- The underground parkade is going to be one level rather than two
- The Heritage Forest has already been dedicated to the City.

It was

Moved by Commissioner Hart Seconded by Commissioner Tannen That the Surrey Heritage Advisory Commission:

- receive this report as information;
- 2. recommend to the General Manager, Planning and Development that staff be directed to revise the Heritage Revitalization Agreement (HRA) for Meadow Ridge Farm to reflect the revised Conservation Strategy; and
- 3. recommend to the General Manager, Planning and Development that the proposed revised HRA for Meadow Ridge Farm be forwarded to Council for consideration once outstanding items are resolved to staff's satisfaction.

Carried

CITY OF SURREY

BY-LAW NO.

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

WHEREAS:

- A. The Council may by by-law pursuant to Part 27 of the <u>Local Government Act</u>, R.S.B.C. 1996, Chapter 323, as may be amended from time to time, enter into a heritage revitalization agreement with the owner of heritage property;
- B. The Council considers that certain lands, premises and improvements have *heritage value* and *heritage character* and ought to be conserved, which are situate within the City and described as:

Parcel Identifier: 029-041-341 Lot 1 North West Quarter Section 12 Township 2 New Westminster District Plan EPP27945

16390 - 64 Avenue

(the "Lands");

- C. The owner of the Lands and the City of Surrey have agreed on the nature, character and extent of the *heritage value* and *heritage character* of the Lands and on the nature, extent and form of conservation necessary to protect the *heritage value* and *heritage character* of the Lands;
- D. The owner of the Lands intends to have a strata titled development of the Lands and has agreed that in order to ensure the protection of the *heritage value* and *heritage character* of the Lands, certain provisions must be in place, including the requirement for notice to be placed on title to any strata lots created by the filing of a strata plan in respect of all or part of the Lands (the "Strata Lots").

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

1.	The City is authorized hereby to enter into that certain Heritage Revitalization Agreement appended to this By-law as Schedule "I" (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 the Heritage Revitalization Agreement and to register a notice on the title to the Lands and to each of the Strata Lots.
3.	Schedule "I" 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, 2013, No"
READ .	A FIRST, SECOND AND THIRD TIME on the day of , 2013.
READ .	A THIRD TIME ON THE day of , 2013.
	NSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the rate Seal on the day of , 2013.
	MAYOR
	CLERK

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SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement By-law, 2013, No.]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the	_ day of, 2013	
BETWEEN:		
	<u>0740156 B.C. LTD., INC.NO. 0941515</u> 107, 19789 - 92A Avenue Langley, BC V1M 3B3	
	(the "Owner")	
		OF THE FIRST PART
AND:		
	<u>CITY OF SURREY</u> , a municipal corporation and having offices at 14245 - 56 Avenue Surrey, BC V ₃ X ₃ A ₂	1,
	(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: 029-041-341 Lot 1 North West Quarter Section 12 Township 2 New Westminster District Plan EPP27945

16390 - 64 Avenue

(the "Lands");

- B. The Owner and the City consider that the Lands, including the improvements and features on the Lands, have *heritage value* and *heritage character*;
- C. The Owner and the City desire to conserve the *heritage value* and *heritage character* of the Lands;
- D. For the purpose of conservation of the *heritage value* and *heritage character* of the Lands, 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 owner has agreed to the terms for compensating the City for the loss in heritage value in accordance with Section 2(f) of this Agreement in the event the heritage improvements or features on the Lands are moved or destroyed other than through natural causes;
- F. The improvements or features on the Lands which have *heritage value* and *heritage character* which both the Owner and City desire to conserve have been described by text, photographs, plans and drawings attached as Schedule "A" (the "Conservation Plan") to this Agreement and Schedule "B" (the "B. McGinn Plan");
- G. The improvements or features identified in the Conservation Plan as the Potato and Machinery Storage Barn, the Dairy Building, and the Henry John (Harry) Bose Farmhouse (the "Buildings") are listed on the Surrey Heritage Register and the Owner and the City consider that the Buildings have *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the Buildings.

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 <u>Local Government Act</u>, R.S.B.C. 1996, Chapter 323, as amended, re-enacted or consolidated from time to time and any successor statute (the "<u>Local Government Act</u>"), as follows:

Conservation Plan

- 1. (a) The Conservation Plan forms a part of this Agreement. To the extent that the text, photographs, plans and drawings constituting the Conservation Plan require interpretation, the City shall be, in the first instance, the interpreter of the Conservation Plan and shall determine the matter. If the Owner is dissatisfied with the City's interpretation, then 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 and features on the Lands that have heritage value and heritage character. Part II of the Conservation Plan sets out the maintenance strategy, general standards and exemptions for the conservation and maintenance of all improvements and features on the Lands that have heritage value and heritage character. Part III of the Conservation Plan sets out the standards and specifications for relocation, restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Agreement, including, but not limited to: the foundation; roof structure and cladding; building envelope, wood detailing and trims; interior conditions; and the site and landscaping.

Owner's Obligations to Protect, Conserve, Maintain and Rebuild

- 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 in writing by the City.
- (b) Each action of relocation, restoration, rehabilitation, replication, repair, replacement or maintenance, required by Parts I, II and III of the Conservation Plan, shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out the Conservation Plan.
- (c) All improvements identified in Part I and II 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 the Conservation Plan and the "B. McGinn Plan".
- (d) In the event any one or more of the Buildings is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the Buildings to their original condition. The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to restore the damaged portion or portions of the Buildings. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration of the Buildings shall reflect the characterdefining elements and design components including, but not limited to: the tradition of agricultural use on the property; the terraced hillside site of the barn and dairy, and above it, the house; the views to the west across the lowland; the remains of the painted sign "Meadowcrest Farm/H. Bose & Sons", originally Meadow Ridge; the form, massing and materials of the barn; features of the barn, including the split shake gambrel roof with projecting peaks at the ends, horizontal wood drop siding with vertical trim, the interior wood arched truss frame and the heavy timber framing in the lower level of the potato barn; the interior fittings of the dairy building and loading dock for milk cans associated with the dairy operation; the dairy building, including its massing, pair of hipped roofs, materials and detailing (horizontal wood siding and 9-pane wood-sash windows; the farmhouse, including its massing, gabled roof form with canted ridge ends (modified after a chimney fire in the late 1930s), materials and detailing (shingle walls and 3-over-1 wood-sash windows); and the farmhouse landscape all as subject to approval by the City Architect or designate.
- (e) In the event any one or more of the Buildings is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the Buildings. The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to create a replica of the Buildings. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. If the design is not an exact replica, the massing and the style shall be similar to the original building, and a heritage alteration permit shall be required before a building permit can be issued for reconstruction to take place. The construction of the replica or replacement of the Buildings shall reflect the character-defining elements and design components as described in Section 2(d), all as subject to approval by the City Architect or designate.

- (f) In the event that any one or more of the Buildings is destroyed, in addition to the construction of a replica (to be constructed as per the B. McGinn Plan), the Owner covenants and agrees to compensate the City for the loss in heritage value to the community in the amount of \$110,297.85 for each building indexed to the Vancouver Consumer Price Index (CPI) with 2013 being the base year, except that if the Buildings are destroyed through natural causes, including but not limited to, flood, earthquake and accidental fire as determined by the City in its sole discretion, and a replica is constructed by the Owner that is acceptable to the Heritage Advisory Commission or any successor decision making body in is sole discretion, then payment of compensation by the Owner to the City is not required.
- (g) As the Buildings are currently vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the Buildings and Lands including but not limited to, on-site security, monitored security alarm system, perimeter fencing and lighting, and boarding of windows and doors. The Owner of the Lands must provide in writing a 24-hour emergency contact number and confirm the security measures are in place. If the Owner fails to secure the Buildings, the City may and is authorized to undertake the necessary works to secure the Buildings, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands with reasonable notice for the purpose of undertaking the necessary works to secure the Buildings and to conduct an inspection to determine that the security measures continue to be in place.
- (h) As the Buildings are currently vacant and unoccupied, the Owner agrees to post a sign that reads as follows:

PROTECTED HERITAGE SITE

No Vandalism or Removal of Materials (Maximum individual penalty: \$50,000 and 2 years Imprisonment)

If the Owner fails to post the required sign, the City may and is authorized to post the sign, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands.

- (i) Once the Buildings are occupied, there must be appropriate security measures in place to maintain the integrity and security of the Buildings and Lands. Should the Buildings become vacant and unoccupied for a period of 30 days or more, the requirements in 2(g) apply, including the right of the City to carry out the necessary works at the expense of the Owner, unless otherwise agreed to in writing by the City. The Owner of the Lands must also provide in writing a 24-hour emergency contact number and confirm that the security measures are in place.
- (j) 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 set out in Parts II and III of the Conservation Plan are fully observed, and the Owner shall not do, cause or allow to be done anything that will be in breach of the restrictions and requirements of this Agreement.

- (k) Where required by the City in a heritage alteration permit, the Owner shall provide a security to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan.
- (l) The Owner may apply to the City for funding including, but not limited to, monies for exemption from taxes, or any provision for assistance as specified in Section 25 of the Community Charter, S.B.C. 2003, c.26 (the "Community Charter". For the purposes of City of Surrey Heritage Sites Financial Assistance By-law, 2003, No. 15099, each Building shall be considered a separate City Heritage Site as that term is defined in the by-law.
- (m) If the intent is to have a strata titled development, the Owner as the owner developer will insure that the maintenance requirements discussed in this Agreement will be set out within the by-laws governing the strata titled development before the first meeting of the owners of the strata development. The by-laws that reflect these maintenance requirements, and the maintenance requirements themselves, shall not be changed without the prior written consent of the City.

Variation to By-laws

3. No variation to by-laws are applicable to the Lands.

Construction and Maintenance

4. Wherever under this Agreement the Owner relocates, 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 in writing 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 of this Agreement, wrongful or negligent failure or omission to comply with its restrictions and requirements, or refusal, omission or failure of the

City to enforce or require compliance by the Owner with the restrictions or requirements 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 of this Agreement, 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 in a safe manner, and without reasonably foreseeable risk to persons or property. Compliance with the restrictions and requirements in this Agreement shall be at the sole and exclusive risk and cost 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 of this Agreement, 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 and its elected and appointed officials, employees, contractors and agents 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 of this Agreement, 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 this Agreement, 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 <u>Local Government Act</u> and the <u>Community Charter</u>, and shall be without prejudice to any and all other remedies at law and equity available to the City, and no reference in this Agreement 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 relocate, 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 relocation, 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 4 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 or 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 hereunder, or pursuant to statute, by the City shall stop, 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 of this Agreement 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 under this Agreement 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, BC V3X 3A2

If to the Owner:

o740156 B.C. LTD., INC.NO. 0941515 107, 19789 - 92A Avenue Langley, BC V1M 3B3

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

If title to the Lands is transferred to a new Owner, the new Owner shall provide notice in writing to the City within 15 days of such a transfer providing the name of the new Owner, the contact for notice if it is different than the Owner and the new address to which notices are to be sent.

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 thirty (30) 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 thirty (30) 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 thirty (30) days of the City's notice pursuant to 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 discretion by the City shall be final, conclusive and binding on all parties;
- (f) The arbitrator shall award the prevailing party full compensation for all costs and expenses of the arbitrator, costs and fees of the proceedings and solicitor-client costs and expenses; and
- (g) The arbitrator shall issue a final decision regarding the dispute within twenty-five (25) business days after the arbitrator's appointment, subject to extension of that time by agreement of the parties.
- 16. Without limiting the City's power of inspection conferred by statute and in addition to that power, the City shall be entitled at all reasonable times and with reasonable notice to enter onto the Lands from time to time 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 of its provisions.

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 <u>Local</u>
<u>Government Act</u>, and the <u>Heritage Conservation Act</u>, 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 imposed upon or given to the respective parties under this Agreement 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 on the part of the Owner.

Notice to be Filed

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.

by its authorized signatory		
Terry Chong		
CITY OF SURREY		
Dianne Watts Mayor		
Jane Sullivan City Clerk		

SCHEDULE "A"

CONSERVATION PLAN

PART I - HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Meadow Ridge Farm History and Heritage Value

Description

The historic place is the Henry John (Harry) Bose (Meadow Ridge) Farm at 16390 64 Avenue in Surrey. The property is comprised of a historic farmhouse on an upper slope of the property, a T-shaped gambrel roofed historic barn built in stages from 1936, a Dairy Building on the north side of the barn, a gable-roofed lower loafing barn addition to the west of the historic barn, and a front and rear barnyard. Adjoining the historic barnyard to the south is the Bose Heritage Forest, a tract of mature forest land with significant regional and community value.

Heritage Value

The property has value for its association with a local and prominent Surrey pioneer family, for its record of technological innovation, for its association with an important early builder, for the barn being an excellent surviving example of a 'textbook' barn, and for being prominent landmark agricultural buildings on a busy thoroughfare. Specifically:

- 1. The farm was operated by three generations of the Bose family for over a century. Henry Bose acquired the property in Surrey Centre in 1892 and this property in 1900 and was an important and influential personage in Surrey's history. He served as Councillor, Reeve (1905-10) and Police Magistrate for thirty-five years. He was founding member of the Farmer's Institute, the Surrey Cooperative Association and the Cloverdale Odd Fellows Lodge and he was Secretary-Treasurer of the Lower Fraser Valley Agricultural Association. Bose Road, which is now 64th Avenue, was named after him. Henry Bose's sons Harry and Norman assumed responsibility for the farm as Henry got more involved in community activities, with Harry acquiring some of the land in 1940. When Henry died in 1951, the two sons formed a partnership to run the farm. In 1963 this partnership was dissolved and Harry and his wife Freda operated the farm, while Norman farmed his own property to the directly to the east of the Meadow Ridge Farm. Harry's sons Roger and Bob, the third generation of Boses with a direct connection to the farm, were also business and community leaders. Roger focused on operating the farm, while Robert (Bob) Bose was Mayor of Surrey from 1987 to 1996 and served as a municipal councillor until 2011.
- 2. The original barn was built in 1936 for potato and machinery storage in support of the extensive potato farming operation. The ground floor of this original barn is of concrete exterior wall construction with a wood stud and interior plank interior liner, specifically built for potato storage. The heavily beamed main floor was used for machinery storage. Subsequent to 1936, the original barn was extended south, presumably as a milking barn with hay storage above. In 1939, the west milking barn was constructed as a state-of-the-art stanchion milking barn. This barn was equipped

with a rail-mounted manure hopper system to facilitate manure handling and disposal, as well as foot pedal operated water faucets at each stanchion. The latest in automated milking machinery was employed and the Dairy building was constructed with a large concrete water tank along the southeast wall set-up for a continuous through-put of ground water for refrigeration of multiple five gallon cans of milk, prior to loading and transport from the loading dock. The south extension of the original barn was used as a calfing barn on the ground floor and hay storage above. A loft hopper was constructed with surviving gate equipment to facilitate metering of feed to the ground floor.

- 3. A heritage landscape assessment has been undertaken by Sharp & Diamond Landscape Architecture Inc., as part of this study. Their research and findings confirm that the Bose Heritage Forest is regionally significant as few large forest tracts have survived in metropolitan areas and the forest has significant potential passive recreational value to local residents. The forest has a long community use history and is home to a wide variety of fauna, including grey owls and barn owls. In addition to establishing the qualitative value of the forest, the farmhouse landscape was assessed. Of particular note were the rockery and pocket orchard.
 - 4. The 1-1/2 storey clipped gable farmhouse dates from the 1926 and was built for Harry and Freda Bose, where they raised their four children. The dormer on the north side of the house was an addition, as was the kitchen extension.

2. Character Defining Elements

Key character defining elements can be summarized as follows:

- Tradition of agricultural use on the property;
- The terraced hillside site of the barn and dairy, and above it, the house;
- The views to the west across the lowland:
- The remains of the painted sign "Meadowcrest Farm/H. Bose & Sons", originally Meadow Ridge;
- The form, massing and materials of the barn, including the complex plan, which reflects the stages of growth, and the siting within the sloping hillside allowing access to both levels of the 1936-39 barn from grade;
- Features of the two 1930s portions of the barn, including the split shake gambrel roof with projecting peaks at the ends, horizontal wood drop siding with vertical trim, the interior wood arched truss frame and the heavy timber framing in the lower level of the potato barn;
- The interior fittings of the Dairy building and loading dock for milk cans associated with the dairy operation;
- The Dairy building, including its massing, pair of hipped roofs, materials and detailing (horizontal wood siding and 9-pane wood-sash windows);
- The farmhouse, including its massing, gabled roof form with canted ridge ends (modified after a chimney fire in the late 1930s), materials and detailing (shingle walls and 3-over-1 wood-sash windows); and
- The farmhouse landscape.

3. Existing Appearance and Features

A. The Barn

The Barn features:

- Horizontal wood drop cladding with vertical trim.
- Split-shake cross-gabled gambrel (double-sloped) roof with projecting peaks and smaller lower cross-gabled projections, shed roof dormers continuous with upper slope of main roof. Gabled vents on main ridge.
- Ribbon windows on main level. Hopper operation.
- Interior wood arch truss frame.
- Heavy timber framing on the lower level of the potato barn.



Refer to the following plans and elevations in the B. McGinn Plan: 1A1-01, 1A1-02, 1A2-01, 1A2-02, 1A3-01, 1A3-02

B. The Dairy Building

The simple, utilitarian Dairy Building features:

- Horizontal wood drop cladding.
- L-shaped massing.
- Square 9-pane wood sash windows with hopper operation.
- Cross-hipped low profile shingle roof.
- Square pyramid roofed cupola on main ridge. Boxed eaves.



Refer to the following plans and elevations in the B. McGinn Plan: 1A1-03

C. The Henry John (Harry) Bose Farmhouse

The 1 ½ story farmhouse features:

- Gabled roof with canted ridge ends.
- Shingle walls.
- 3-over-1 wood sash windows.
- Red brick chimneys.

Refer to the following plans and elevations in the B. McGinn Plan: 1A1-04, 1A2-03



PART II - MAINTENANCE, STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

The relocation and restoration of the Buildings, including works that are consistent with Part III – Restoration Standards and Specifications, may commence at any time following the adoption of a by-law to enter into this Agreement and the issuance of a building permit authorizing the works.

B. Maintenance Strategy

The strategy to ensure ongoing conservation of the Buildings shall consist of a Maintenance Plan and a Funding Strategy.

The Maintenance Plan shall be prepared with input from an Architect who is acceptable to the City, and who is knowledgeable in the restoration of heritage buildings. Issues to be addressed include water penetration and damage from sun, wind, weather and animals. Maintenance includes painting or staining, sealing, weather-stripping and the like.

The Funding Strategy shall include, but is not limited to, whether or not the Owner intends to absorb all the costs, undertake fund raising or seek government financial incentives, including those incentives available from the City.

The Owner shall submit a Maintenance Plan and Funding Strategy for review and approval by the General Manager, Planning and Development and the Heritage Advisory Commission within one year of the adoption of a by-law to enter into this Agreement.

If the intent is to have a strata titled development, the Owner as the owner developer will insure that the maintenance requirements discussed in this Agreement will be set out within the by-laws governing the strata titled development before the first meeting of the owners of the strata development. The by-laws that reflect these maintenance requirements, and the maintenance requirements themselves, shall not be changed without the prior written consent of the City.

The Maintenance Plan and Funding Strategy for the Buildings shall include, but not be limited to, the following:

- (a) A description and a time schedule for the restoration, renovations, additions, stabilization, repair, and replacement of the exterior elements, *landscaping* or other identified works on the Lands that constitute the character-defining elements and as identified in Part III – Restoration Standards and Specifications;
- (b) A description and time schedule for the ongoing maintenance of the elements, *landscaping* or other identified works on the Lands and other relevant details. Maintenance includes: painting, staining and sealing of the exterior cladding and trims, weather stripping, re-roofing, replacement of windows, doors and exterior cladding or trims to match the existing materials;
- (c) Ongoing maintenance of *landscaping*;
- (d) A colour scheme for the exterior of the Buildings;
- (e) A description of any matters noted in Part III Restoration Standards and Specifications or in the plans attached to this Agreement as requiring further details; and
- (f) A financial plan detailing the funding for the restoration and maintenance outlined above, including corporate sponsorships, annual budgets by the Owner or tenant, applications for government grants, strata fees, and other relevant details.

Refer to Section 9.0 Preventative Maintenance Plan in the B. McGinn Plan.

C. Amending an Established Maintenance Strategy

An Owner may apply to the City to amend an existing Maintenance Plan and Funding Strategy. Any amendment is subject to approval by the General Manager, Planning and Development and if deemed necessary by the General Manager Planning and Development, the approval of the Heritage Advisory Commission.

2. Standards

The "Standards and Guidelines for the Conservation of Historic Places in Canada", established under the Historic Places Program or successor guidelines as may be approved by the City, are to apply to all construction, maintenance, restoration or renovation works undertaken under Parts II or III on the Buildings.

Refer to Section 4.0 Conservation Standard Assessment in the B. McGinn Plan.

3. Timing and Phasing

With respect to the phasing or timing of commencement or completion of action applying to the Lands, the restorations to the Buildings shall commence with the issuance of a building permit for the development on the Lands. The restorations to the Buildings may be done concurrently with the development. The restorations to the Potato and Machinery Storage Barn and the Dairy Building shall be included and completed in the first phase of development. The Owner shall insure that the restorations to the Potato and Machinery Storage Barn and the Dairy Building are completed and a final occupancy permit or equivalent for the Buildings shall be issued before occupancy being granted to the residential units forming the first phase of development. Should the restoration of the Potato and Machinery Storage Barn and the Dairy Building be less than 50% completed within the first phase of development, a bond equal to the full construction costs must be provided to the City. The restorations to the Henry John (Harry) Bose Farmhouse shall be completed in the second phase of development. The Owner shall insure that the restorations to the Henry John (Harry) Bose Farmhouse are completed and a final occupancy permit or equivalent for the Henry John (Harry) Bose Farmhouse shall be issued before occupancy being granted to the residential units forming the second phase of development. Should the restoration of the Henry John (Harry) Bose Farmhouse be less than 50% completed within the second phase of development, a bond equal to the full construction costs must be provided to the City.

4. Heritage Alteration Permit(s) Approval

- A. Changes to the Buildings, structures, or the exterior appearance of the Buildings, features on the Lands identified in the Conservation Plan or character-defining elements may require the Owner to apply for a heritage alteration permit or obtain approval from the City.
 - Proposed changes shall be referred to the Planning & Development Department of the City prior to the commencement of any work to determine if the changes require or do not require a heritage alteration permit.
- B. A heritage alteration permit may not be required for alterations including, but not limited to, the following:
 - (a) Changes to the Conservation Plan that are considered by the City Architect to be minor in nature and not affecting the character-defining elements of the Buildings;
 - (b) Restorations considered by the City Architect to be consistent with the original design, being made to replace stylistically foreign elements and done in consultation with an independent architect acceptable to the City with experience in restoration of heritage buildings; or

- (c) Simple repair and maintenance of existing elements not affecting the building structure, exterior or interior appearance of the Buildings.
- C. A heritage alteration permit shall be required for alterations including, but not limited to, the following:
 - (a) Changes to the structure of the Buildings;
 - (b) Changes to the exterior appearance of the Buildings;
 - (c) Replacement of existing elements and/or construction of additions;
 - (d) Changes to the external appearance of the Buildings due to interior renovations.

If a heritage alteration permit is determined to be required, the Owner shall apply to the City for a heritage alteration permit before undertaking any of the works listed in this Section 4.C.

After the heritage alteration permit application is submitted, the heritage alteration permit will be considered for issuance by City Council upon the recommendation of the General Manager of Planning and Development and the Heritage Advisory Commission, or by a City official delegated by City Council.

5. Building Permit Approval

Construction, alterations or other actions to be authorized by a building permit shall be consistent with the Conservation Plan, the B. McGinn Plan, and/or heritage alteration permits sanctioning construction, alterations or other actions.

As the Buildings are recognized as a historic site, Building Code equivalencies may be used to lessen visual impacts on the historical appearance or authenticity of the Buildings. To utilize Building Code equivalencies, the Owner shall retain a qualified architect that is acceptable to the City Architect.

PART III - RESTORATION STANDARDS AND SPECIFICATIONS

A. The Potato and Machinery Barn

1. Foundation:

Test pits have been dug as select areas of the Barn perimeter and preliminary geotechnical advisement is for a sectional underpinning for the Barn exterior foundation wall. A new concrete slab on grade will be installed on the interior. The east wall of the Barn is, essentially, a retaining wall and needs to be structurally braced on the interior. Steel, diagonally braced frames will be installed along the east wall, as shown in the drawings included in the B. McGinn Plan.

Refer to section 3.4.1.1 Foundation in the B. McGinn Plan.

2. Roof Structure and Cladding:

It is expected to be able to retain the Potato and Machinery Barn trusses, beams and rafters as they are, and augment the structure through tension rods or cables, thereby preserving the structurally expressive character of the interior space.

It is likely that all of the roof boards will need replacement. A new roof surface of custom long split shakes will be installed.

Refer to section 3.4.1.2 Roof Structure and Cladding in the B. McGinn Plan.

3. Building Envelope, Exterior, Wood Detailing and Trims:

Cladding on the Potato and Machinery barn will be retained and preserved where in reasonable condition, and selectively replaced where deteriorated. The building cladding and trim will be prepared and painted the original colours.

Following full photo documentation and colour analysis, the surviving gable-end painted signage will be carefully outlined and professionally re-painted by hand, exactly replicating the original colours, lettering, and overall effect.

Original windows exposed to 64th Avenue and the two original shed dormers on the east and west elevations with their wood muntined windows will be restored.

Rooftop ventilators rooftop ventilators and other distinctive features, such as the electrical conductor connections near the east barn doors and the wires/wire frames/conductors (2 sets) located on the north elevation of the barn will be retained and restored.

Existing Barn doors will be restored, utilizing as much original fabric as possible.

New construction will include a butt-glazed south wall of the potato barn to allow a dramatic view of the barn's interior structure from the shared entry and breezeway with the amenity building.

The body (wood siding) shall be painted with Benjamin Moore 2143-70 Simply White. The trim (window frames, casing, fascia, soffit, and eaves) shall be painted with Benjamin Moore 2043-10 Absolute Green.

Refer to section 3.4.1.3 Building Envelope, Exterior, Wood Detailing and Trims in the B. McGinn Plan.

4. Interior Condition:

Except as provided for in this Conservation Plan, changes to the interior of the Potato and Machinery Storage Barn that affect the exterior appearance are not permitted without prior issuance of a heritage alteration permit.

For all practical purposes, the existing Potato and Machinery Barn interior character will be preserved; contemporary lateral upgrades will be discreetly located, but exposed to view. Surviving interior fittings from the Dairy Barn and Calving Barn, such as the manure hopper system and foot pedal operated valves at each stanchion, will be salvaged for possible re-use as artifacts comprising part of the Interpretive Exhibit in the Dairy Building.

Refer to section 3.4.1.4 Barn Interior Construction in the B. McGinn Plan.

5. New Construction:

New construction will include a butt-glazed south wall of the potato barn to allow a dramatic view of the barn's interior structure from the shared entry and breezeway with the amenity building.

New construction not provided for in this Conservation Plan will be subject to a heritage alteration permit.

6. Landscaping:

Landscaping shall reflect the farmhouse landscape including, but not limited to: orchard plantings along 64 Avenue; community garden plots; and replica rockeries.

Landscaping in the vicinity of the Potato and Machinery Storage Barn shall be planted and maintained as required in the development permit issued by Council for the Lands.

7. Accessory Buildings and Structures:

No additions or placement of accessory buildings or structures shall be permitted within 3 metres of the Potato and Machinery Storage Barn or the recall of the 1939 barn addition/silos without first obtaining a heritage alteration permit.

8. Plans and Elevations:

The plans and elevations attached to the B. McGinn Plan form part of this Heritage Conservation Plan.

These attachments depict the above described and additional details regarding the standards and specifications for relocation, restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Conservation Plan.

Refer to the following plans and elevations in the B. McGinn Plan: L3.8, 2A1.01, 2A1.02, 2A2.01, 2A2.02, 2A4-01

9. Other:

Minor changes to the provisions of Part III that do not affect the character defining elements or that improve the authenticity of the restorations, may be approved by the City Architect, in consultation with the Heritage Advisory Commission.

B. The Dairy Building

1. Foundation:

The Dairy Building shall be restored to its original 1948 appearance and retained in its original location. The building interiors do not require structural upgrade. Concrete spread footings will be installed to support the re-constructed west deck.

Refer to section 3.4.2.1 Foundation in the B. McGinn Plan.

2. Roof Structure and Cladding:

A new roof surface of No. 1 Red cedar sawn shingles will be installed. New regletted step flashing in enamelled sheet iron will be installed at the chimney.

Refer to section 3.4.2.2 Roof Structure and Cladding in the B. McGinn Plan.

3. Building Envelope, Exterior, Wood Detailing and Trims:

The Dairy Building is in fairly good condition, requiring basic maintenance to the envelope. The exterior of the Dairy building will be restored to its 1948 original appearance, including the re-instatement of the west deck and the missing support post and stair.

Missing window sashes shall be replaced and existing window frames shall be repaired to match existing. Windows shall be selectively reglazed. All wood windows shall be prepared and repainted. Missing panes shall be replaced with period glass (salvaged rolled glass from the early twentieth century).

The existing wood panel sliding door shall be repaired with a new bottom trim board. The existing hanger and rail assembly shall be reconditioned. The existing damaged gutter shall be replaced. The existing brick masonry chimney shall be repointed and cleaned.

The body (wood siding) shall be painted with Benjamin Moore 2143-70 Simply White. The trim (window frames, casing, fascia, soffit, and eaves) shall be painted with Benjamin Moore 2043-10 Absolute Green.

Refer to section 3.4.2.3 Building Envelope, Exterior, Wood Detailing and Trims in the B. McGinn Plan.

4. Interior Condition:

Except as provided for in this Conservation Plan, changes to the interior of the Dairy Building that affect the exterior appearance are not permitted without prior issuance of a Heritage Alteration Permit.

Minor electrical and plumbing upgrades are permitted to allow the re-use of the building as a gardener's shed and secure on-site location for interpretive panels.

Refer to section 3.4.2.4 Interior Condition in the B. McGinn Plan.

5. New Construction:

New construction not provided for in this Conservation Plan will be subject to a Heritage Alteration Permit.

6. Landscaping:

Landscaping shall reflect the farmhouse landscape including, but not limited to: orchard plantings along 64 Avenue; community garden plots; and replica rockeries.

Landscaping in the vicinity of the Dairy Building shall be planted and maintained as required in the development permit issued by Council for the Lands.

7. Accessory Buildings and Structures:

No additions or placement of accessory buildings or structures shall be permitted within 3 metres of the Dairy Building without first obtaining a heritage alteration permit.

8. Plans and Elevations:

The plans and elevations attached to the B. McGinn Plan form part of this Heritage Conservation Plan.

These attachments depict the above described and additional details regarding the standards and specifications for relocation, restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Conservation Plan.

Refer to the following plans and elevations in the B. McGinn Plan: 2A1-03

9. Other:

Minor changes to the provisions of Part III that do not affect the character defining elements or that improve the authenticity of the restorations, may be approved by the City Architect, in consultation with the Heritage Advisory Commission.

C. The Henry John (Harry) Bose Farmhouse

1. Foundation:

The Henry John (Harry) Bose Farmhouse will be relocated from its current location to a new central location and set on a new reinforced concrete foundation with crawlspace. Existing wood windows at the crawlspace level will be retained and restored as necessary.

Refer to section 3.4.3.1 Foundation in the B. McGinn Plan.

2. Roof Structure and Cladding:

A new No. 1 red cedar sawn shingle roof surface will be installed on the farmhouse. New enamelled sheet steel step flashing will be installed on the existing brick chimneys. The fireplace chimney will be braced and moved with the house, but the furnace chimney is too tall and slender to sustain a move and will be dismantled and rebuilt with the original salvaged brick. The fireplace brick chimney will be repointed and cleaned in the relocated location. The fireplace chimney will be set on a new concrete foundation integral to the foundation wall and the furnace chimney will be supported on framing within the attic.

Refer to section 3.4.3.2 Roof Structure and Cladding in the B. McGinn Plan.

3. Building Envelope, Exterior, Wood Detailing and Trims:

The farmhouse requires some sash replacement and reglazing and new exterior paint. Some selective wood shingle cladding replacement and brick masonry repointing/cleaning are required.

Apart from a new rear stair and a reconfigured rear porch and door, the building's exterior superstructure shall be restored to its original appearance.

The body (shingle siding) shall be painted with Benjamin Moore 2043-10 Absolute Green. The trim (window frames, casing, fascia, soffit, eaves, and wood siding at basement level) shall be painted with Benjamin Moore 2143-70 Simply White.

Refer to section 3.4.3.3 Building Envelope, Exterior, Wood Detailing and Trims in the B. McGinn Plan.

4. Interior Condition:

Except as provided for in this Conservation Plan, changes to the interior of the Henry John (Harry) Bose Farmhouse that affect the exterior appearance are not permitted without prior issuance of a Heritage Alteration Permit.

Most of the interiors are original, including doors and hardware, and have strong heritage character. The interior window casings shall be retained and reused in the rehabilitation. Where possible, existing fir flooring and baseboard will be retained.

Refer to section 3.4.3.4 Interior Condition in the B. McGinn Plan.

5. New Construction:

New construction not provided for in this Conservation Plan will be subject to a Heritage Alteration Permit.

6. Landscaping:

Landscaping shall reflect the farmhouse landscape including, but not limited to: orchard plantings along 64 Avenue; community garden plots; and replica rockeries.

Landscaping in the vicinity of the Farmhouse shall be planted and maintained as required in the development permit issued by Council for the Lands.

7. Accessory Buildings and Structures:

No additions or placement of accessory buildings or structures shall be permitted within 3 metres of the Henry John (Harry) Bose Farmhouse without first obtaining a heritage alteration permit.

8. Plans and Elevations:

The plans and elevations attached to the B. McGinn Plan form part of this Heritage Conservation Plan.

These attachments depict the above described and additional details regarding the standards and specifications for relocation, restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Conservation Plan.

Refer to the following plans and elevations in the B. McGinn Plan: 2A1-04, 2A1-05, 2A2-03

9. Other:

Minor changes to the provisions of Part III that do not affect the character defining elements or that improve the authenticity of the restorations, may be approved by the City Architect, in consultation with the Heritage Advisory Commission.

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

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SCHEDULE "B"

Meadow Ridge Development Conservation Plan

by McGinn Engineering & Preservation Ltd. / Barry McGinn Architect, June 2013

Meadow Ridge Development Conservation Plan on File