

CITY OF SURREY

BY-LAW NO. 14091

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

WHEREAS:

- A. The Council may by by-law pursuant to Part 27 of the Local Government Act, R.S.B.C. 1996, Chapter 323, as amended, re-enacted or consolidated from time to time and any successor statute, enter into a heritage revitalization agreement with the owner of heritage property.

- B. The Council considers that a dwelling known as the George Rankin House (the "House") has heritage value and ought to be conserved.

- C. The Owner of certain lands and premises situate within the City described as:

Parcel Identifier: 024-605-573

Lot 3, Section 10, Township 2, New Westminster District, Plan LMP 43323

(5718 - 148 Street)

(hereinafter referred to as the "Lands")

proposes to move the House to the Lands.

- D. The Council considers that as a result of the proposed move of the House to the Lands, the Lands have heritage value and ought to be conserved.

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

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

1. The City Council is authorized hereby to enter into that certain Heritage Revitalization Agreement including Schedules "A" and "B" attached hereto and appended to this By-law as Schedule "1", (the "Heritage Revitalization Agreement") in respect of the Lands.
2. The Mayor and the City Clerk are authorized on behalf of the Council to sign and seal the Heritage Revitalization Agreement.
3. Schedule "1" forms a part of this By-law.
4. This By-law may be cited for all purposes as "Surrey Heritage Revitalization Agreement By-law, 2000, No. 14091."

PASSED THREE READINGS on the 17th day of July, 2000.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 24th day of July, 2000.

_____ MAYOR
_____ CLERK

SCHEDULE "1"

[To City of Surrey Heritage Revitalization Agreement By-law, 2000, No. 14091]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the 20th day of July, 2000

BETWEEN:

PORTRAIT HOMES PANORAMA LIMITED

200 - 6660 Graybar Road
Richmond, British Columbia,
V6W 1H9

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY

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

(the "City")

OF THE SECOND PART

WHEREAS:

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

Parcel Identifier: 024-605-573

Lot 3, Section 10, Township 2, New Westminster District, Plan LMP 43323

5718 - 148 Street

(the "Lands")

- B. The Owner is also the owner of the dwelling identified on the Conservation Plan as the George Rankin House (the "House") that is listed on the Surrey Heritage Register.
- C. The House is currently located at 5776 - 148 Street in the City of Surrey, British Columbia.

- D. The Owner desires to relocate the House to the Lands.
- E. The City and the Owner consider that the Lands will have *heritage value* and *heritage character* when the House is relocated to the Lands.
- F. The City and the Owner desire to conserve the *heritage value* and *heritage character* of the House and the Lands.
- G. For the purpose of *conservation* of the *heritage value* and *heritage character*, the Owner and the City have agreed to enter into this Agreement setting out the terms and conditions for relocation of the House and of subsequent protection for the *heritage value* and *heritage character* of the Lands.
- H. The improvements to be placed on the Lands which have *heritage value* and *heritage character* which both the Owner and the City desire to conserve have been described by text, photographs and plans attached as Schedule "A" (the "Conservation Plan") to this Agreement.

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

Conservation Plan

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

Owner's Obligations to Conserve and Maintain

2. The Owner covenants and agrees that:
 - (a) the House shall not be relocated to the Lands until the Owner has obtained a building move permit pursuant to Surrey Building By-law, 1987, No. 9011, as amended (the "Building By-law");
 - (b) the relocation of the House to the Lands shall be carried out in accordance with the terms and conditions of the building move permit and subject to the applicable provisions of the Building By-law;
 - (c) no improvements on the Lands identified in the Conservation Plan as having *heritage value* or *heritage character* shall be *altered* including alterations required or authorized by this Agreement, except as agreed to by the City;
 - (d) each action of relocation, restoration, rehabilitation, replication, repair, replacement or maintenance, required by Part II of the Conservation Plan, shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out in Part II of the Conservation Plan;
 - (e) all improvements identified in Part I of the Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in Part III of the Conservation Plan;
 - (f) prior to the issuance of a building permit, a landscape plan and cost estimate shall be submitted for the Lands, subject to the review and approval of the City Landscape Architect, which will complement the *conservation* of proximate improvements identified in the Conservation Plan as having *heritage value* and *heritage character* and such features shall be planted and maintained, as required in and in accordance with the guidelines set out in Part III of the Conservation Plan, and without limiting the generality of the foregoing, the elevation and configuration of the land shall not be altered, and no trees or landscaping shall be removed or cut, except for reasonable pruning and grooming;
 - (g) in the event that the House is more than 50% destroyed by fire, explosion or other natural catastrophe, it shall be reconstructed in a massing and style similar to, but not necessarily identical to, the existing House, and notwithstanding all provisions of Surrey Zoning By-law, 1993, No. 12000, as amended, any restrictions or relaxations provided by this Agreement to the Lands shall apply. The design of the reconstructed House shall capture the original design components of the House, including but not limited to the roof pitch, roofing material, roof lines including gables and triangular brackets, wood cladding, window style and placement, and location of entrances; and

- (h) the Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions as are necessary to ensure that the restrictions and requirements provided in Subsections (a), (b), (c), (d), (e), (f) and (g) of this Section 2 are fully observed, and the Owner shall not do, cause or allow to be done anything that would be in breach of the restrictions herein.

Variation of By-laws

- 3. Pursuant to Section 966 (2) (b) of the Local Government Act, the following by-laws of the City are varied and supplemented in their application to the Lands in the manner and to the extent provided as follows:
 - (a) Section F of Part 16, Single Family Residential Zone (RF) of City of Surrey Zoning By-law, 1993, No. 12000, as amended, is hereby amended as set out in Section I of Schedule "B" which is incorporated hereto and forms part of this Agreement as it relates to the Lands.

Construction and Maintenance

- 4. Wherever in 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 and all improvements or features shall be diligently and continuously maintained in good repair and efficient operating condition by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage and *conservation* practice.

No Liability to City

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

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

Reasonable Care and Risk

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

Modification

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

Indemnity

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

Alternative Remedies

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

Damages

10. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully 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 3 of this Agreement.

No Waiver

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

Statutory Authority and Proprietary Rights

12. Nothing in this Agreement shall limit, impair, fetter, or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive by-law enacted by the City, or permit, license or *approval*, granted, made or issued thereunder, or pursuant to statute, by the City shall 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 herein to be observed or performed by the Owner, or less than strict compliance with the terms hereof, then the Owner upon sixty (60) days' written notice to the City shall be excused from complying with such restrictions or performing such obligation and such restriction or obligation shall be suspended but only to the extent and for the time that such mandatory law, regulation or order is inconsistent with compliance with the said restrictions or obligations.

Notice

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

If to the City:

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

If to the Owner:

Attention: Robert Grimm
Portrait Homes Panorama Limited
200 - 6660 Graybar Road
Richmond, B.C. V6W 1H9

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

Arbitration

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

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

Headings

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

Schedules

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

Number and Gender

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

Interpretation

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

Successors Bound

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

Notice to be Filed

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

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

Signed, Sealed and Delivered)
by PORTRAIT HOMES)
PANORAMA LIMITED)
in the presence of:)
)
)
Per: _____)
Robert Grimm)

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

SCHEDULE "A"

Conservation Plan

Part I - Historical and Architectural Background

The George Rankin House is identified on the photographs dated March 2000, an existing floor plan dated April 3, 2000, and a Site Plan dated June 28, 2000, attached to and forming part of this Agreement.

The House was built around 1920, and designed in an Eastern Cottage style common to the 1920's. It was built on the property identified as 5776 - 148 Street, on what was then known as Rankin Road, named after George Rankin. Although the fronting street was to the west of the House, it faced south to take in the sweeping views down to the flats, and to view the farm property. George Rankin owned the property from 1918 to 1953.

The farm which George Rankin pioneered consisted of several buildings in addition to the House, including a narrow single-level barn, and a second barn of similar massing with a taller barn attached, identified as the George Rankin Barn and Chicken Barn. The date of construction of the barns is not known, although the style suggests that they were built shortly after the House.

The existing interior layout is shown on page A-10 of this Agreement. The plan of the House is rectangular, wider than it is deep, with a low basement, a full main floor and a more limited upper floor. The main floor is elevated a few feet above grade. There are five rooms on the main floor consisting of a living room off the main entrance, a kitchen with a side entrance, two bedrooms and a full bathroom. A narrow L-shape staircase leads to the upper floor, consisting of two small bedrooms and an open landing. A covered front portico is centred on the south side. A small porch off of the kitchen has been enclosed to serve as a mudroom.

The form and detail of the House is relatively simple, as shown on the photographs on pages A-7 and A-8 of this Agreement. The House is clad in broad horizontal clapboard and wood trim around windows. The windows are primarily vertical single hung with horizontal and vertical muntins dividing the window of the upper frame into smaller square and rectangular panes. The only window allowing light into the basement is located at the front of the House, and single windows at either end of the side gables allow light into the upper floor. The main roof is covered in asphalt shingles, with chamfered gables, and a portico extending out over the front entrance with a chamfered gable and supported by plain square wood posts. There are two chimneys, with the main chimney on the west side, and a utility chimney projecting from the roof peak serving the kitchen and furnace.

The front door is solid wood frame with small windows in the upper section. The windows are all single hung as described above, except for smaller casement windows on the north and east sides and a clear-glass multi-pane piano window on either side of the main chimney. The single hung windows are set in pairs at the front on either side of the portico, and in singles in the upper level of the side gables. Decorative knee brackets are grouped in four's in the front portico and the side gables.

The restrictions and requirements pertaining to the Lands are limited to the structure and exterior of the House, the detached garage to be constructed, any other accessory building, and fencing.

Part II - Standards and Specifications of Restoration and New Construction

1. Foundation of House

As part of this Agreement, the House is proposed to be moved from its original location at 5776 - 148 Street to a single family lot at the north-east corner of 148 Street and 57 Avenue, identified as 5718 - 148 Street. It will be placed on a new concrete foundation which includes a full basement, as identified on the Site Plan and Basement Plan on pages A-11 and A-12 of this Agreement. The location of the House on the Lands, including setbacks, is defined by this Site Plan and is restricted by the setbacks specified in Schedule "B" attached to and forming part of this Agreement.

2. Structure and Exterior of House

The basement of the House, once it has been moved to the Lands, will be a full size matching the original exterior outline of the main floor as shown on the Site Plan and Basement Plan on pages A-11 and A-12 of this Agreement. The elevation of the relocated House shall be the same as the elevation of the original House, and the foundation shall not extend more than 0.5 metre (1.5 ft.) above the finished grade. Basement windows with window wells may be added, but shall not exceed the width of the existing single hung windows on the ground floor. The number of basement windows shall be limited to two on the north side of the House, and one on each of the west and east sides.

The existing roofing material may be removed and the roof shall be covered with new materials, limited to treated or untreated cedar shingles. The eaves troughs and downspouts shall be replaced. The eaves troughs shall be a seamless pre-finished aluminum gutter of O-Gee profile and the downspouts shall be pre-finished aluminum, preferably circular profile. The eaves troughs shall be attached to a painted wood fascia board.

The front porch and overhang, including all flooring, supports, cladding and other design features such as the decorative knee brackets, shall be retained.

The main chimney on the west side of the House shall be rebuilt using red brick, and if at all possible, the original brick, and in a manner so that it is identical to the original chimney in terms of location, design and height, as identified in the attached Site Plan and photographs, and elevations. The secondary chimney originally attached to the furnace and kitchen stove, may be removed and not replaced.

The cladding on the House shall remain intact, unless it can be proven that there is any rot, damage or decay of the materials. In this case, the cladding that is in such a deteriorated state shall be replaced with wood siding that is identical in appearance and profile to the original broad horizontal clapboard cladding.

The windows on the House may be removed and replaced with new windows, provided that it can be demonstrated that the windows cannot adequately insulate the House or are of poor quality. Any window to be replaced shall be identical to the original in terms of style, shape and assembly. This includes a single horizontal and two vertical wood muntins in the upper frames dividing the panes into smaller square and rectangular panes. However, for the two existing smaller casement windows on the north and east sides of the House, the option remains to replace either of these with a new window that is either a casement assembly of the same size, or is the same style, shape and assembly as the majority of the other windows with muntins in the upper frame.

The existing raised trim around the windows may have to be removed as part of any window replacement. If this trim proves to be impossible to remove without damaging it, then replacement trim shall be identical to the original trim.

A limit of two dormers may be added to the south side of the second floor, with one on either side of the main entrance, as shown on the south elevation drawing on page A-13 of this Agreement. These dormers are intended to allow additional light into the second floor, and minimal additional floor area. The windows in these dormers shall be of a style, shape and assembly similar to the single hung windows that are in the upper floor gables. However, if the dormer is too small to provide a practical size single hung wood frame window, then the window units in these dormers shall be a single sash with muntins matching the upper frame of the windows on the main floor, and either casement, awning or hopper assembly.

An addition may be made to the north side of the second floor in order to expand the usable floor area. This shall be a shed roof extension as shown on the north elevation drawing on page A-14 of this Agreement. The shed roof extension shall be set back from the exterior wall of the ground floor. The new windows in this addition shall be a style, shape and assembly similar to the single hung windows that exist in the upper floor gables.

The House, currently painted white with narrow green trim around the windows, and green doors, may be re-painted with a colour that is in keeping with its historical style. This includes earth tones such as browns, beige, subdued greens and reds. Medium or dark tones are acceptable for the cladding, provided that the windows, doors and associated trim is of a light contrasting complementary colour, preferably white or beige. A third complementary colour may be applied to the window frames and muntins.

3. New Garage and Accessory Building

A detached one-car or two-car garage may be constructed at the east side of the Lands facing the lane, to be located in accordance with the setbacks for an accessory building greater than 10 square metres [105 sq.ft] in size, specified in Schedule "B" attached to and forming part of this Agreement. Any accessory building placed on the Lands shall be in accordance with the setbacks specified in Schedule "B" attached to and forming part of this Agreement.

The garage shall be of the same style as the George Rankin House, featuring the roof peak running lengthwise along the garage with a chamfered gable at either end. The roof pitch of the garage should be the same as that of the House. The garage roof shall have a design

similar to the House, including but not limited to overhangs, chamfered gables, and decorative knee brackets. The roof shall be covered in cedar shingles identical to those placed on the roof of the House. The eaves troughs, downspouts and associated fascia to be installed on the garage shall be identical to those installed on the House.

The garage shall be clad in either wood lap siding identical to that of the House or cedar shingle siding. The garage door is to be of solid wood construction, either double batten doors, or single-car conventional wooden garage doors on tracks and rollers. Windows shall be provided on at least two sides of the garage. The windows shall be similar to the single hung windows of the Rankin House, with a fixed upper sash divided by horizontal and vertical muntins. The assembly of the lower sash, however, shall be either single hung, hopper, casement or fixed. The colour of the siding for the garage is to be similar to or complementary to the colour of the House. The eaves troughs, downspouts fascia and shingles shall match those placed on the House.

The garage may also incorporate design features of the original George Rankin Barn and Chicken Barn. These buildings are identified on the photographs on pages A-7, A-8 and A-9 of this Agreement.

4. Fencing

A low profile heritage-style fence may be installed on the south, west and east sides of the Lands, with an option to extend this along the north side. Examples of fence types and the height restrictions for each fence type are as follows:

Type of Fence	Maximum Height
Picket and Contemporary Picket	1.1 metre (3.5 ft)
Three Board	1.2 metre (4 ft.)
Contemporary Rail	1.1 metre (3.5 ft)
Split Rail	1.2 metre (4 ft.)
Hedge with Wire Mesh	1.1 metre (3.5 ft)

Examples of fence types and dimensions are provided on page A-21 of this Agreement.

5. Landscaping

Prior to the issuing of a building permit, a landscaping plan shall be provided to the satisfaction of the City Landscape Architect as part of this Agreement. The owner may include accessory features such as an arbour, pergola or trellis in order to encourage a diverse and creative landscaping.

6. Interior of House

The proposed interior layout of the House is shown on the floor plans on pages A-17, A-18, and A-19, and a cross section on page A-20 of this Agreement. The interior of the House will not be affected by these additions, and no restoration, rehabilitation, replication, repair, replacement or maintenance of the interior will be mandatory as part of this Agreement.

However, this Agreement encourages the owner to voluntarily retain or re-incorporate some interior components in the new design of the interior. These components include:

- sanding and refinishing of the original fir floors
- retention and incorporation of the original doors and door hardware
- retention of the clawfoot bathtub, toilet and sink
- re-incorporation of the kitchen sink into a new potting/garden shed elsewhere on the Lands
- retention of the wood walls and ceiling in the upper floor

Where it is not feasible or practical to incorporate the original bathroom fixtures, the owner is encouraged to use heritage-style fixtures such as a clawfoot bathtub and a pedestal sink.

1. Timing of Restoration and New Construction

The relocation, restoration, rehabilitation, replication, repair, replacement and construction specified in items 1, 2 and 5 of this Part shall be completed within one (1) year of the signing of this Agreement. The optional construction specified in items 3 and 4 of this Part should be completed within one (1) year of the signing of this Agreement, and if this is not the case, these items shall be bound by the terms and conditions of Part III of this Agreement.

2. Review and Approval

Building plans of all relocation, restoration, rehabilitation, replication, repair, replacement and construction associated with items 1, 2, 3, 4 and 5 of this Part of the Conservation Plan will require referral to the General Manager, Planning & Development and the Heritage Advisory Commission for review and approval.

Part III - Continued Maintenance, Protection and Future Construction

Wherever possible, original exterior features of the House shall be retained. If any original features must be replaced, the new material shall be identical to the original. Where original features were removed through earlier renovations or alterations, and the replacements were not in keeping with the original style of the building, any subsequent replacement of these exterior features shall complement the building's heritage style.

The House and garage shall be maintained to prevent water intrusion and damages from sun, wind, weather, animals and vandalism. This includes the replacement of roofing when necessary, and staining or painting to protect exterior features. Landscaping features identified in the Landscape Plan attached to this Agreement shall be maintained.

Colours shall be in keeping with the historical style of the House as outlined in Part II of this Agreement.

If the option to construct a garage, another accessory building, or a fence is not undertaken within the timing specified in Part II of this Agreement, any future construction shall follow the terms and conditions specified in items 3 and 4 of Part II of the Conservation Plan.

The construction or alteration of any improvements on the Lands so as to create a secondary suite or suite of any kind whether for use by the owner or otherwise shall not be permitted.

All rehabilitation, replication, repair, replacement, maintenance and construction associated with this Part of the Conservation Plan will require referral to the General Manager, Planning & Development and the Heritage Advisory Commission for review.

Photographs of George Rankin House:



View of 5776 - 148 Street from 57 Avenue, with George Rankin House to left and Rankin Chicken Barn to right



South side of George Rankin House as seen from driveway



East side of George Rankin House looking toward 148 Street, with main entrance and front porch overhang on south side (to left)



East (to left) and north
(to right) sides of
George Rankin House
looking towards 148
Street



West (to right) and
north (to left) sides of
George Rankin House
as seen from 148
Street

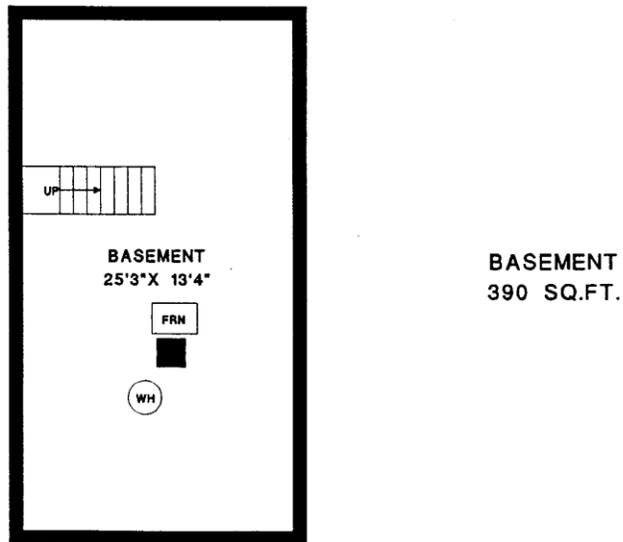
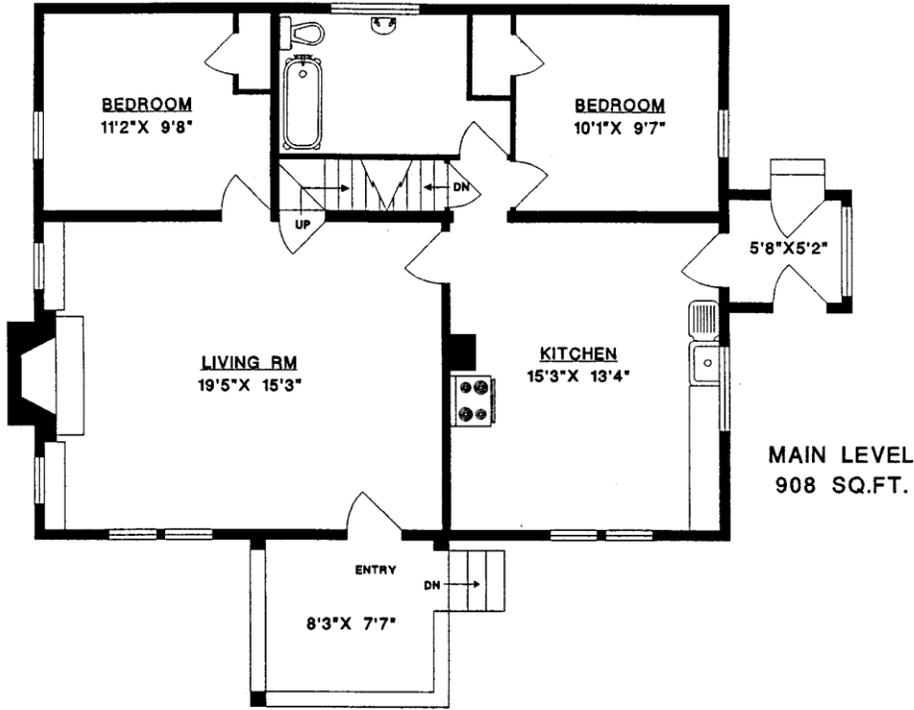
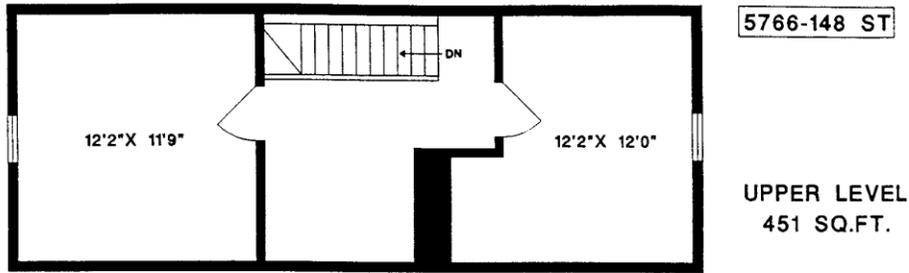


Rankin Chicken Barn
as seen from 148
Street



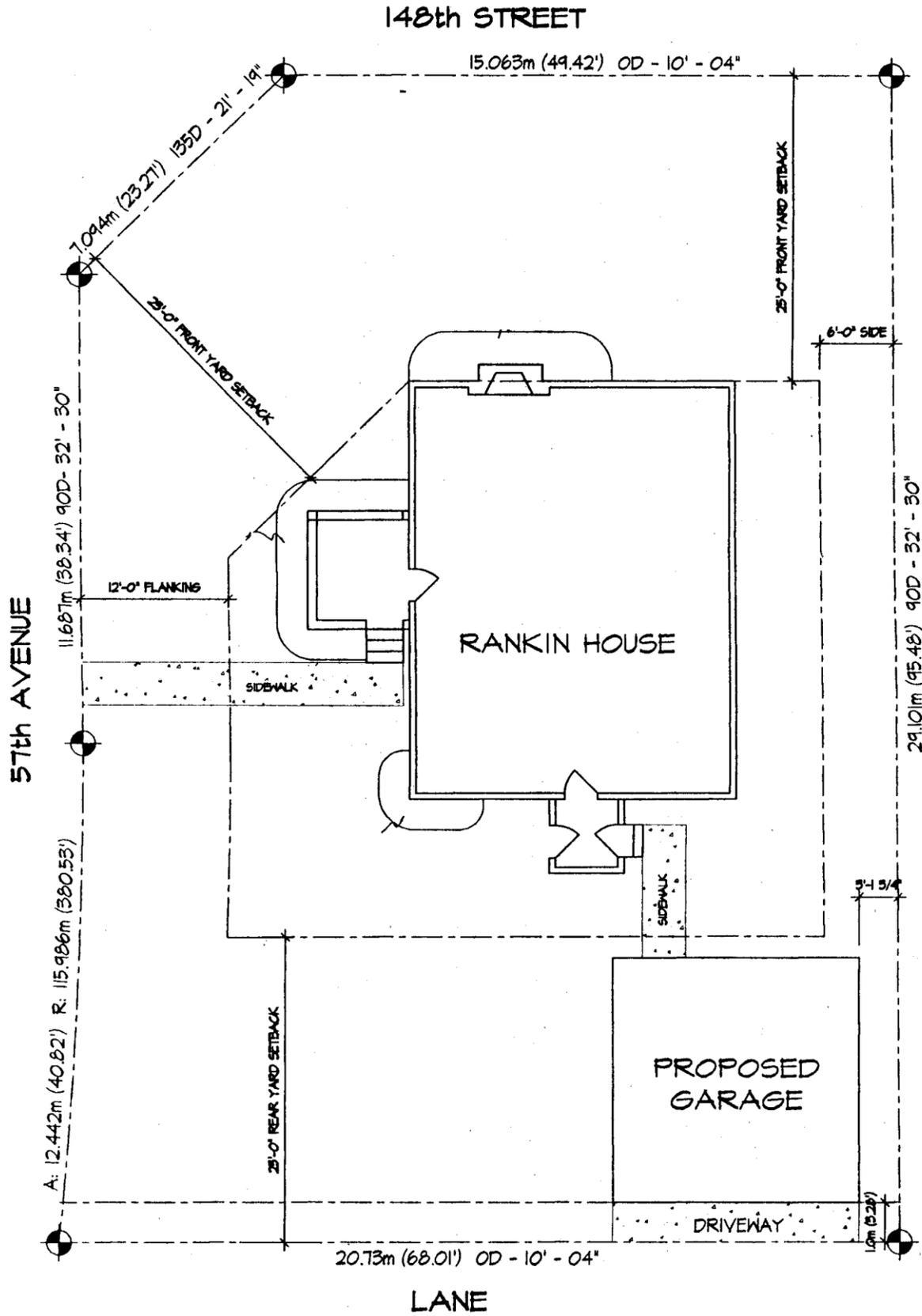
Low profile barn located to the north of the Rankin Chicken Barn

Original Interior Floor Plan

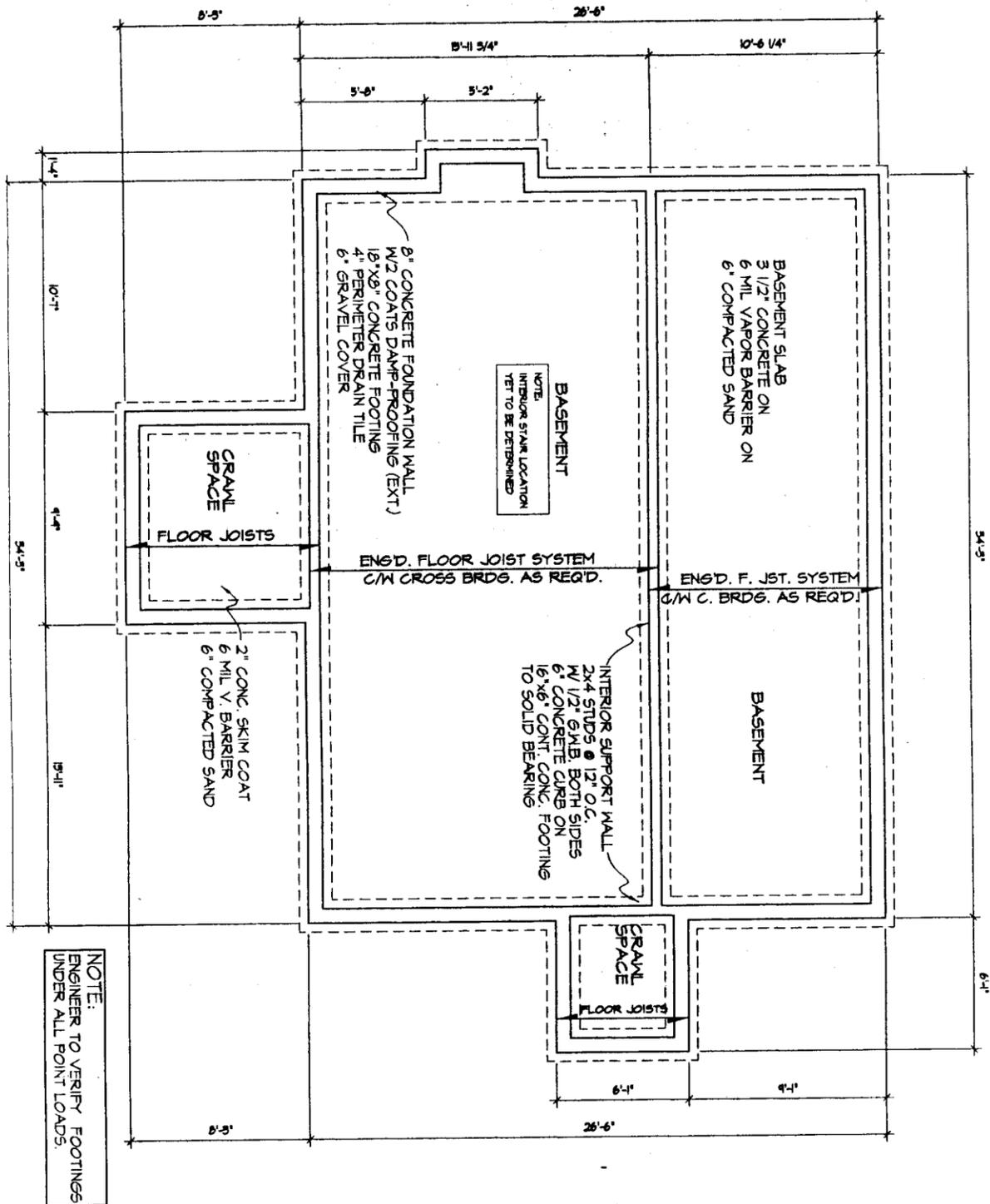


SCALE: 1/8" = 1'0"

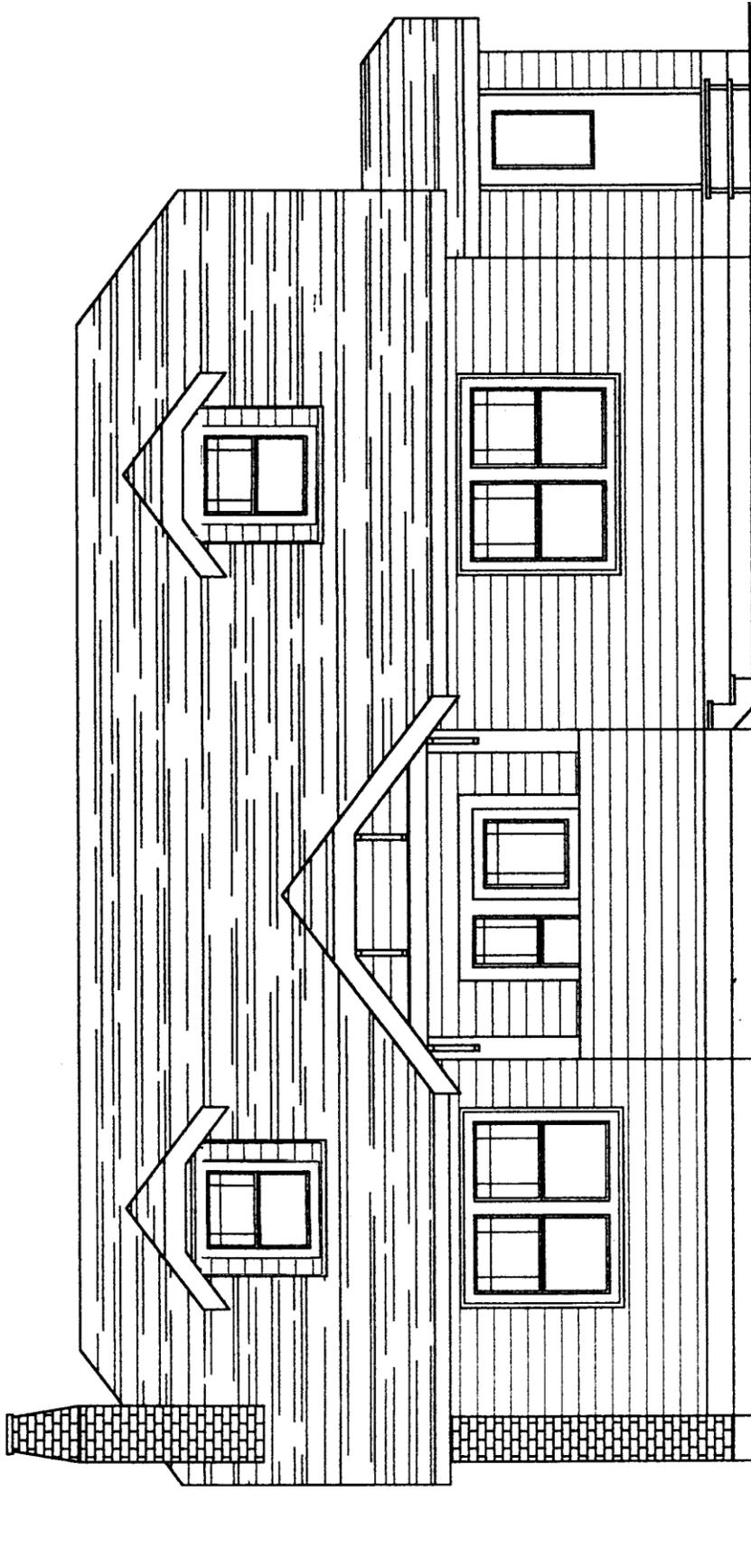
MEASURE MASTERS
WHITE ROCK/SURREY
(604) 541-2711
MEASURED: APRIL 3/2000



Foundation Plan of Relocated House Dated June 26, 2000

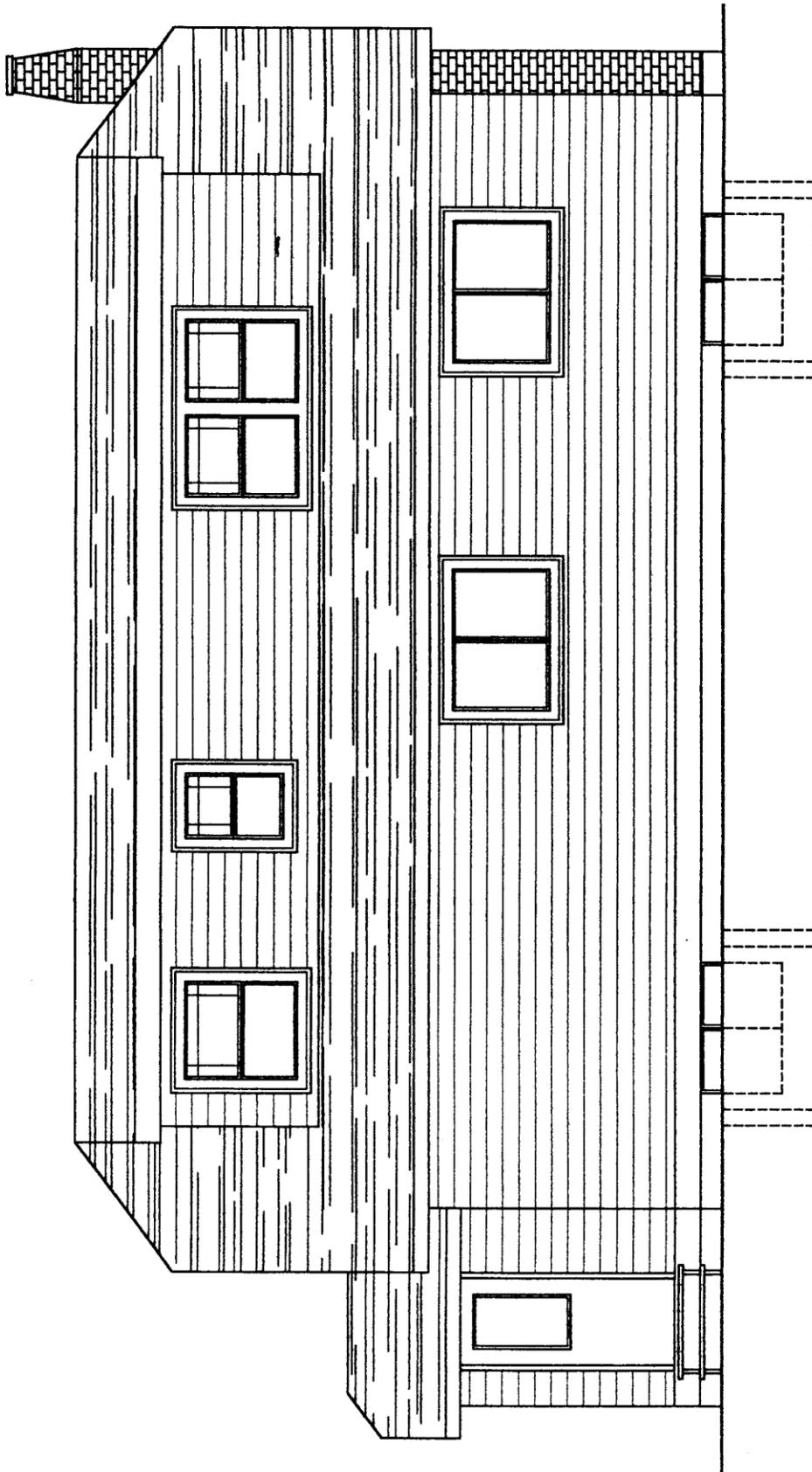


South Elevation



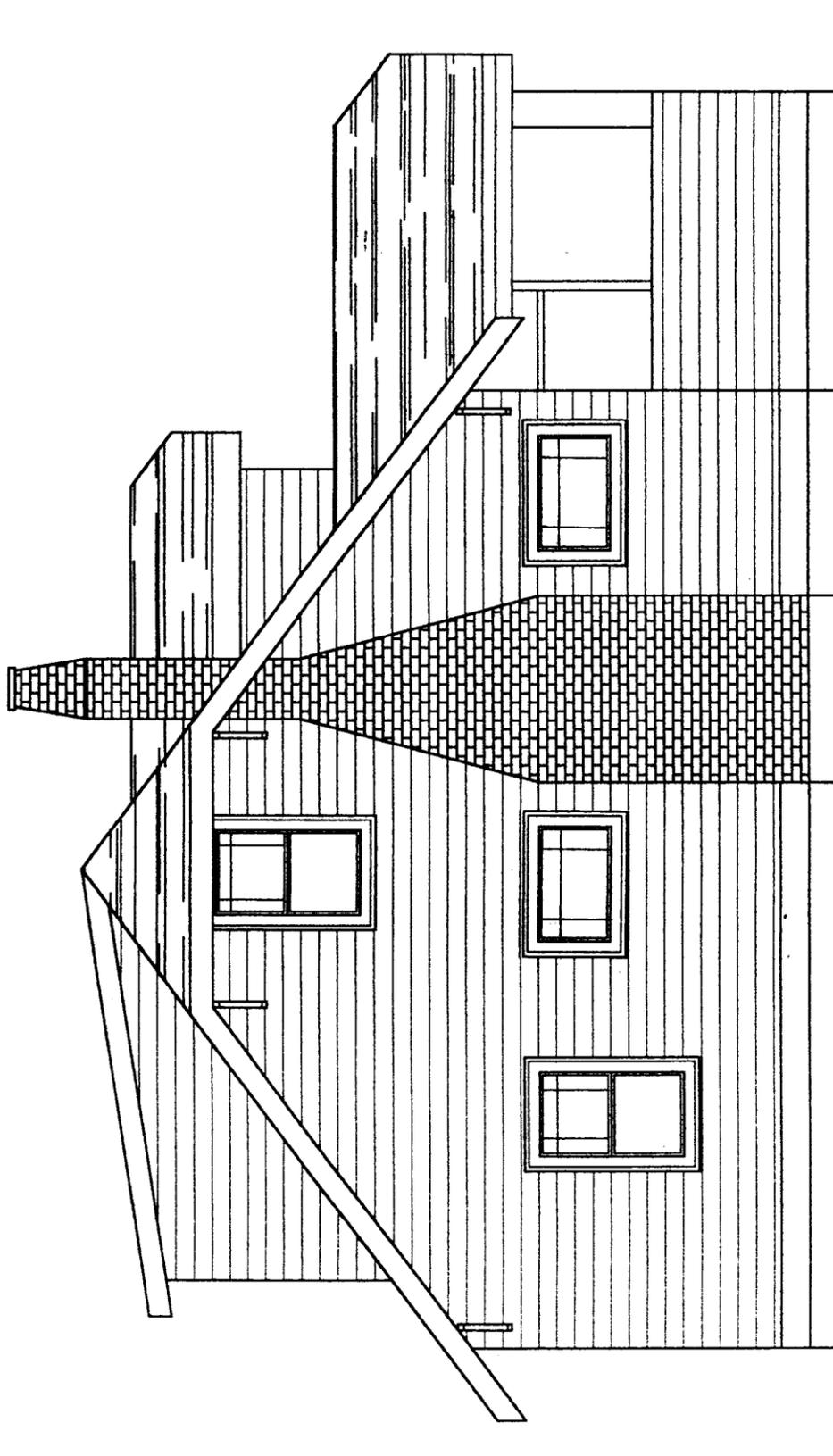
FRONT ELEVATION

North Elevation



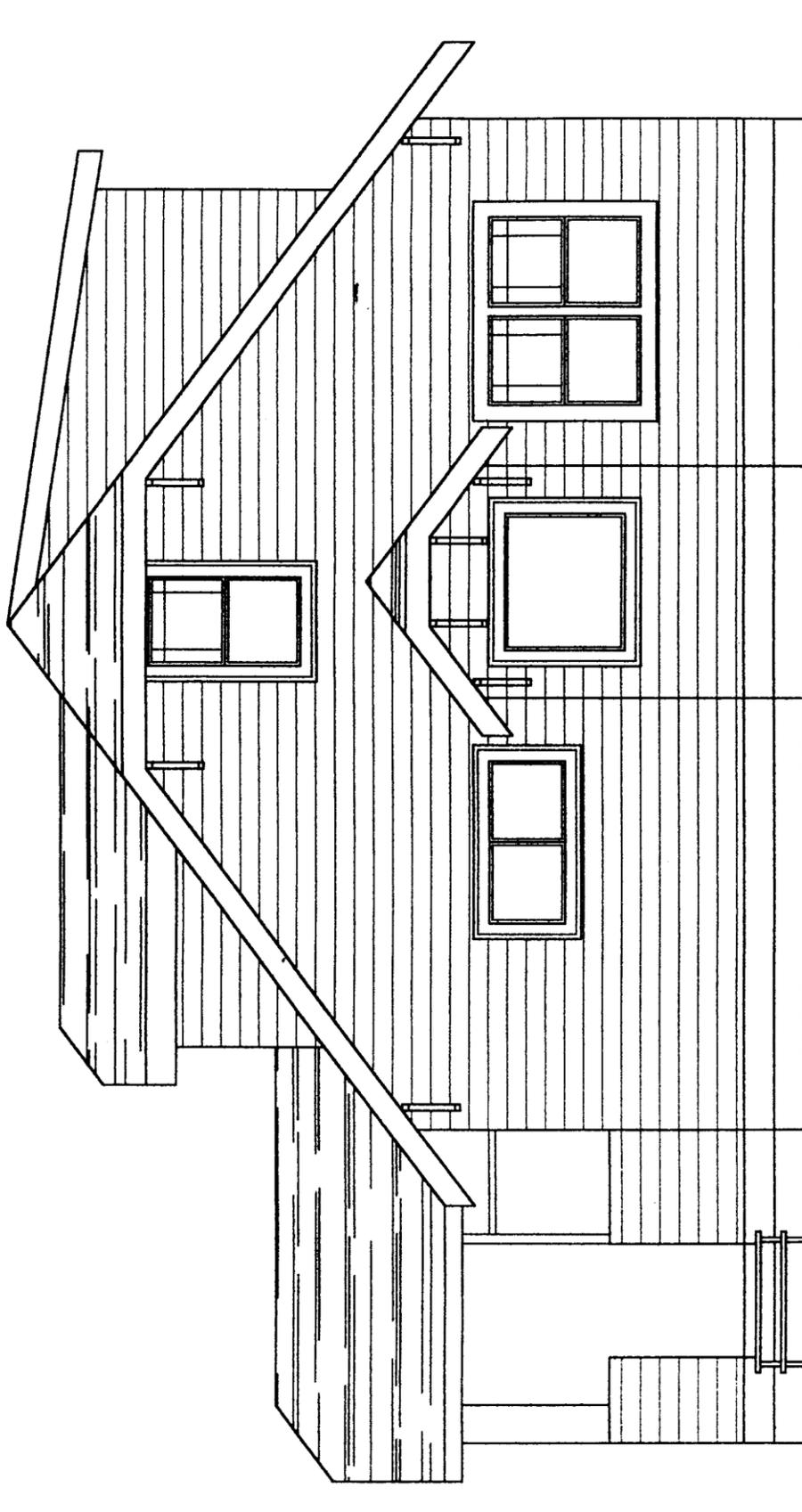
REAR ELEVATION

West Elevation



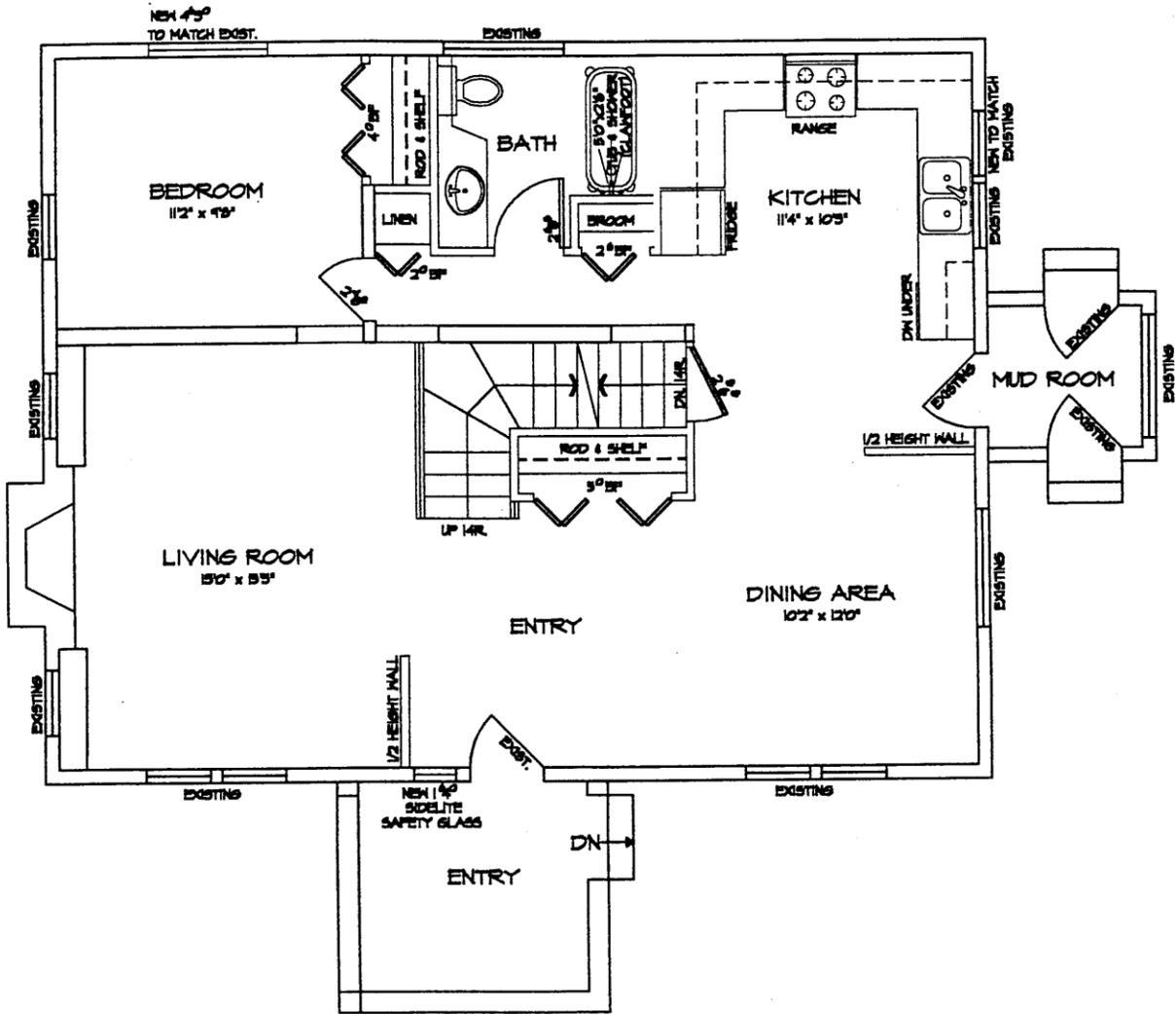
LEFT ELEVATION

East Elevation



RIGHT ELEVATION

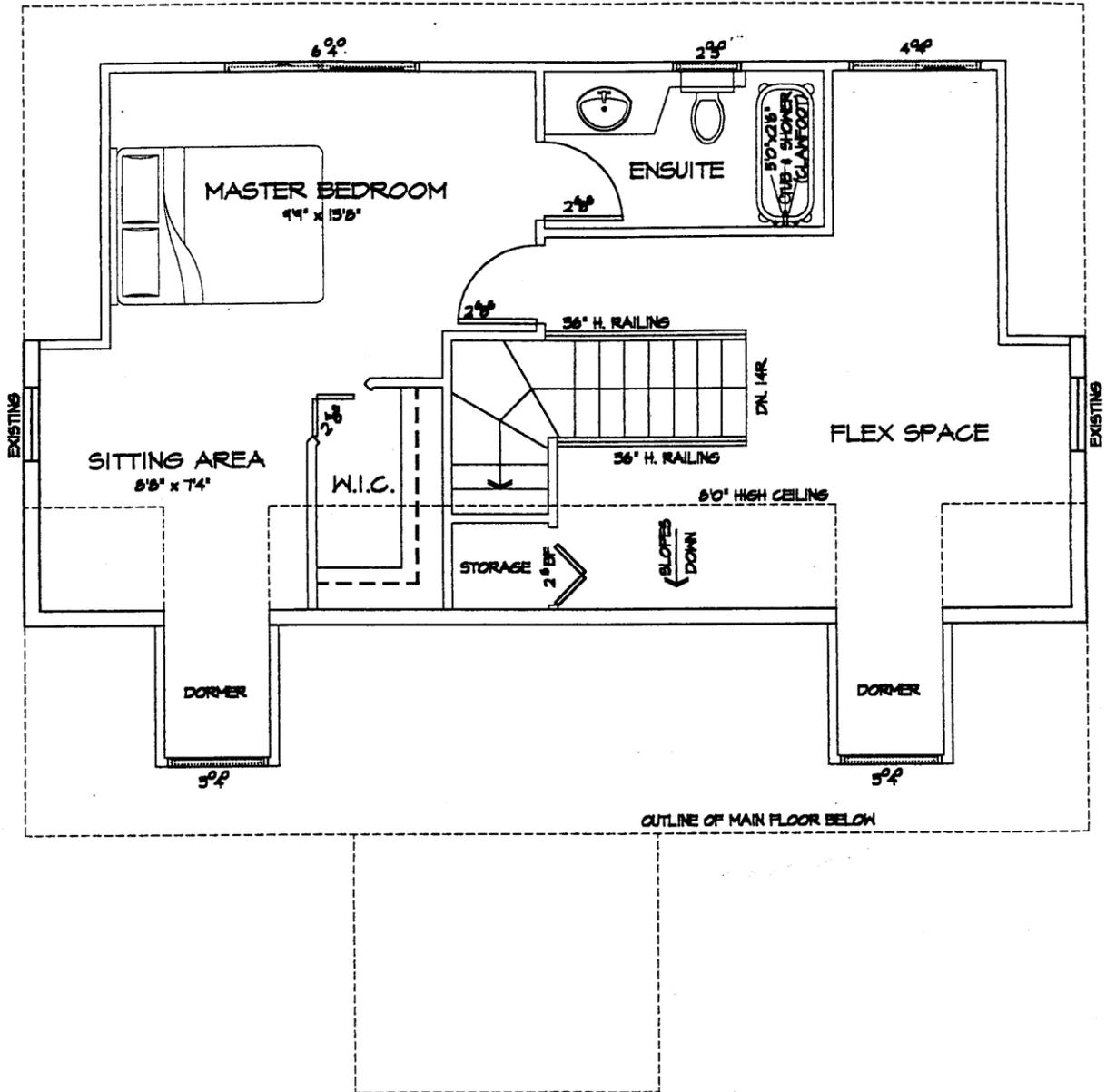
Main Floor Plan



MAIN FLOOR PLAN

908 SQ. FT.

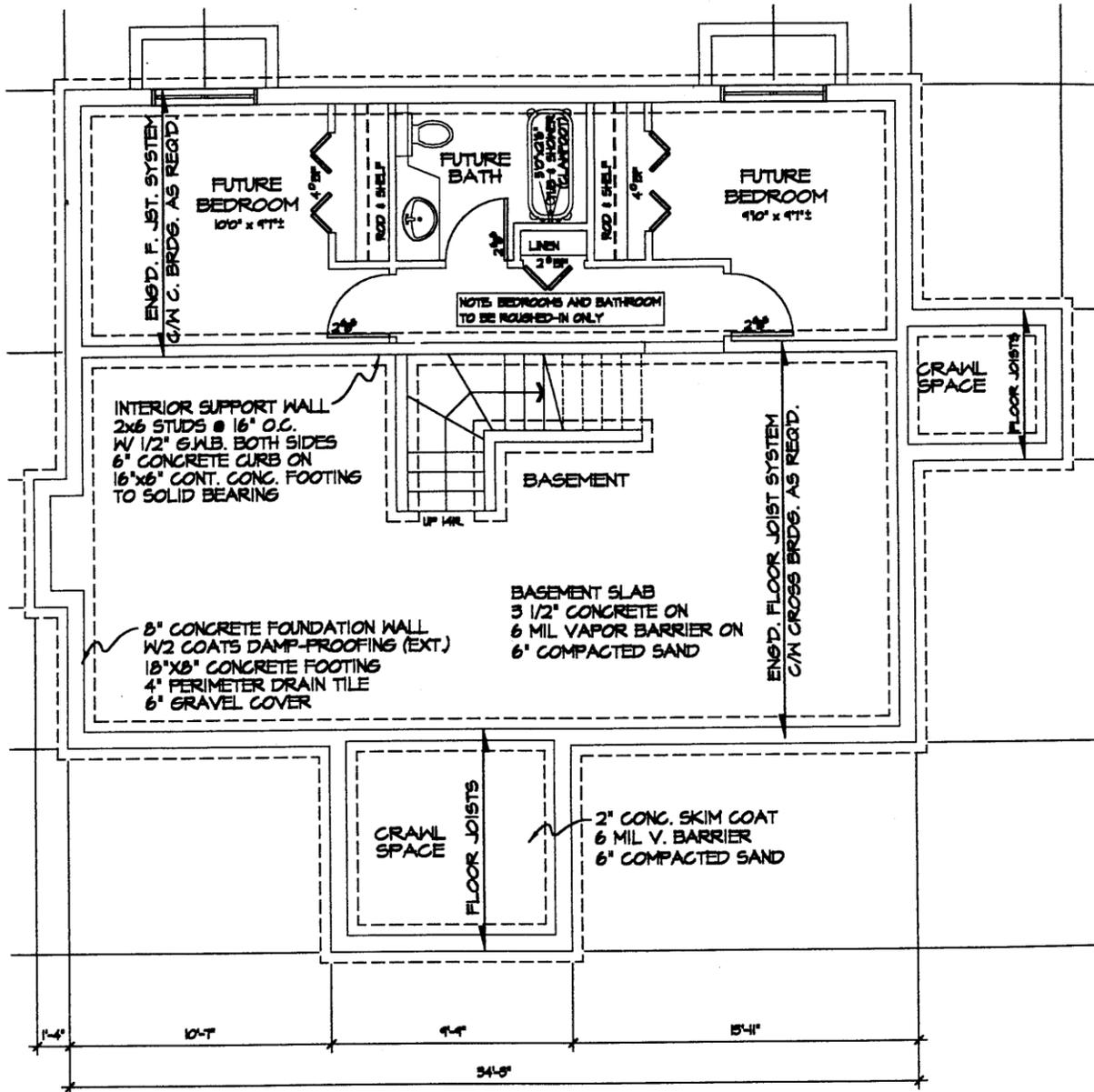
Upper Floor Plan



UPPER FLOOR PLAN

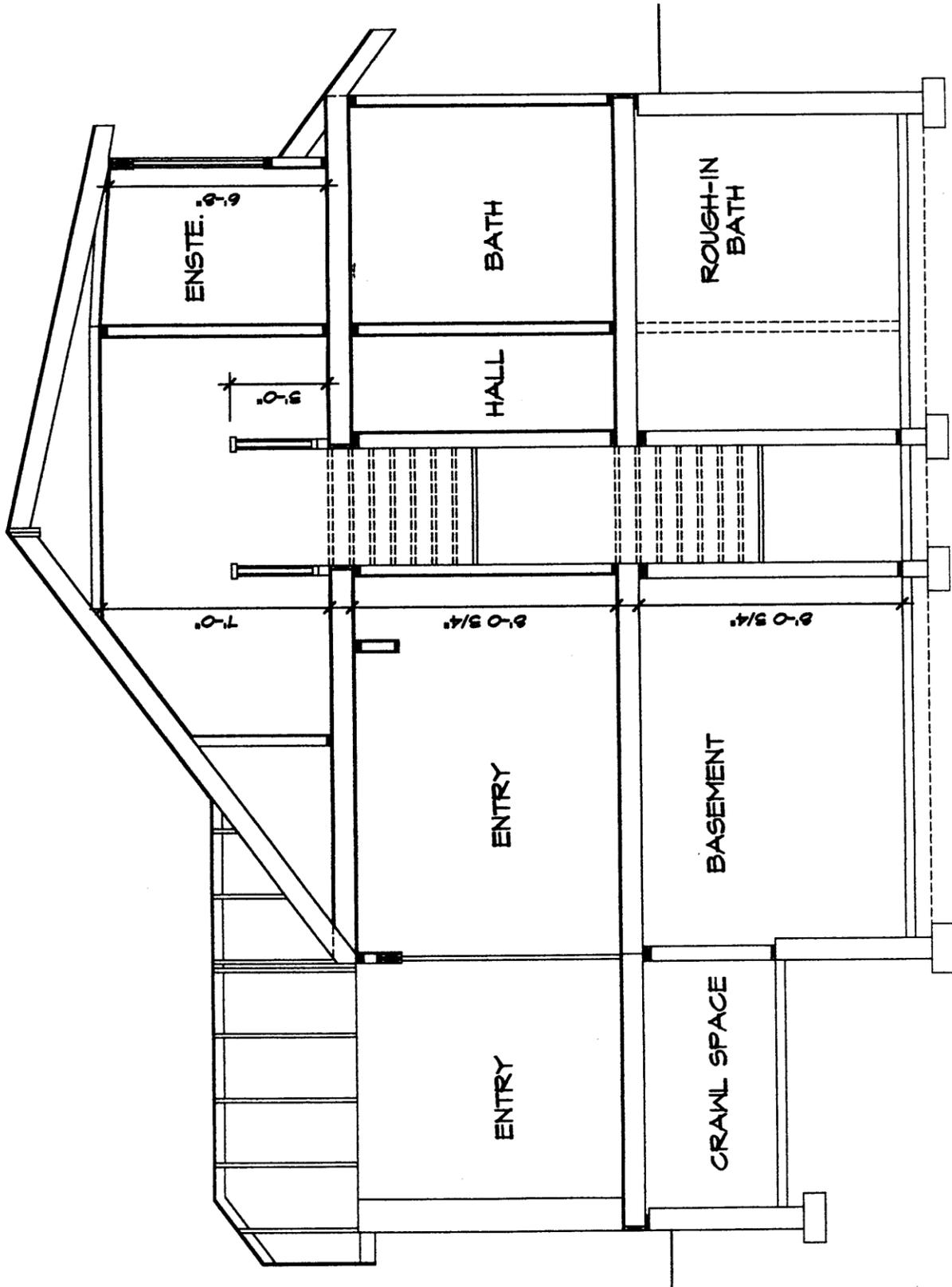
570 SQ. FT.

Basement Plan



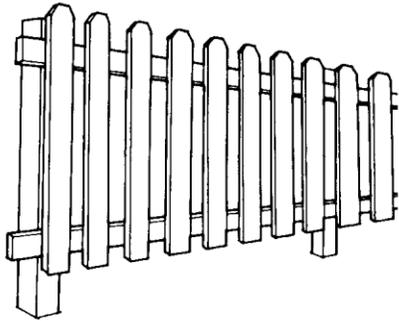
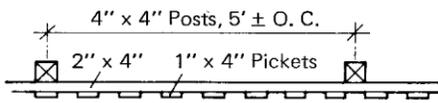
BASEMENT PLAN

Cross Section of House

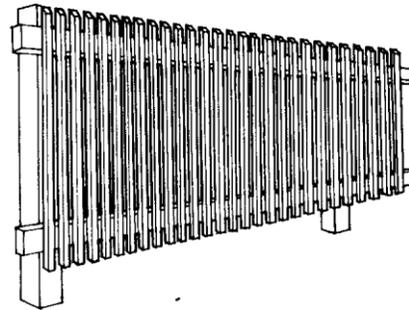
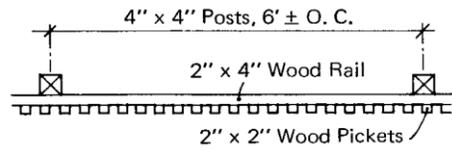


Examples of Fence Types

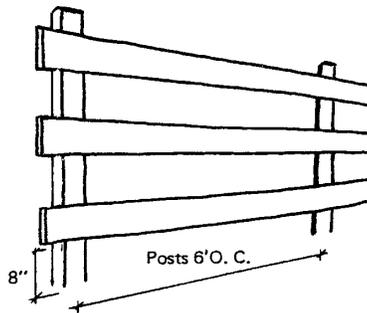
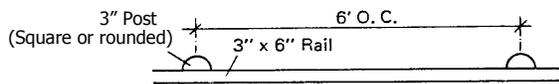
Picket



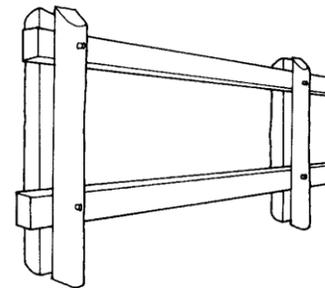
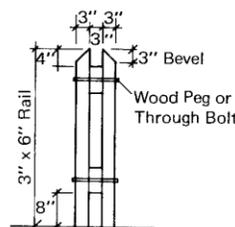
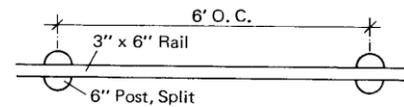
Contemporary Picket



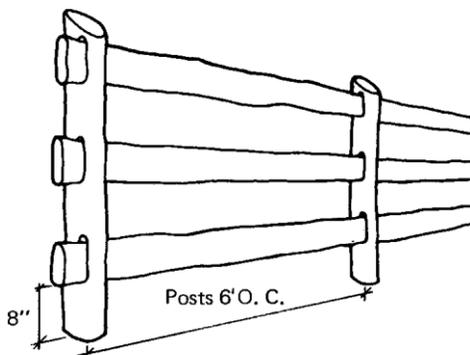
Three Board



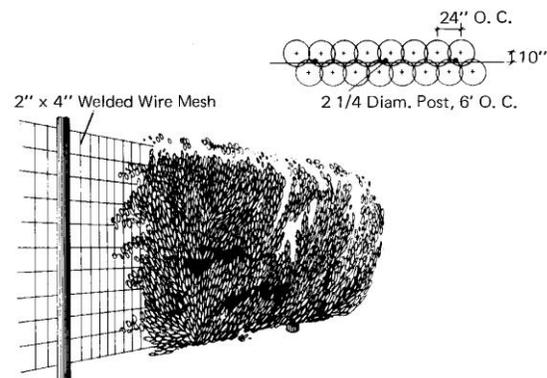
Contemporary Rail



Split Rail



Hedge with Wire Mesh Fence



SCHEDULE "B"

1. Part 16, Single Family Residential Zone (RF) of City of Surrey Zoning By-law, 1993, No. 12000, as amended, is hereby amended as follows:

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

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

<i>Setback</i>	<i>Front Yard</i>	<i>Rear Yard</i>	<i>North Side Yard</i>	<i>South Side Yard</i>
<i>Use</i>				
<i>Principal Building</i>	7.5 m. [25 ft.]	8.8 m. [29 ft.]	3.6 m. [12 ft.]	5.5 m [18 ft.]
<i>Accessory Buildings and Structures Greater Than 10 square metres [105 sq.ft.] in Size</i>	21.0 m. [69 ft.]	1.0 m [3 ft.]	1.0 m [3 ft.]	12.5 m [41 ft.]
<i>Other Accessory Buildings and Structures</i>	7.5 m. [25 ft.]	0.0 m.	0.0 m.	7.5 m. [25 ft.]

Measurements to be determined as per Part 1 Definitions of Surrey Zoning By-law, 1993, No. 12000, as amended.

"

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