

CITY OF SURREY

BYLAW NO. 19479

A bylaw to enter into a heritage revitalization agreement
.....

WHEREAS:

- A. The Council may by bylaw pursuant to Part 15 of the Local Government Act, R.S.B.C. 2015, Chapter 1, 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: 011-146-974
Lot 2 Section 20 Township 1 New Westminster District Plan 5724

12876 - Crescent Road

(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;

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 Bylaw 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 of the Lands.

- 3. Schedule "I" forms a part of this Bylaw.

4. This Bylaw may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement Bylaw, 2017, No. 19479"

PASSED FIRST READING on the 18th day of December, 2017.

PASSED SECOND READING on the 18th day of December, 2017.

PUBLIC HEARING HELD thereon on the 8th day of January, 2018.

PASSED THIRD READING, as amended on the 12th day of March, 2018.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 1st day of October, 2018.


_____ MAYOR


_____ CLERK

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SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement By-law, 20¹⁷, No. 1947A]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the 02 day of October, 20 18

BETWEEN:

12876 Crescent Road
Surrey, British Columbia V4P 1J8

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,
having offices at 13450 104 Avenue
Surrey, British Columbia V3T 1V8

(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: 011-146-974
Lot 2 Section 20 Township 1 New Westminster District Plan 5724

12876 - Crescent Road

(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 to this Agreement as Appendix "A" (the "Conservation Plan");
- G. The improvements or features identified in the Conservation Plan as the Brynjolfson Residence (the " Heritage House") is listed on the Surrey Heritage Register and the Owner and the City consider that the Heritage House has *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the Heritage House;
- H. In addition to providing for the conservation of the Lands and the Heritage House, the Owner and the City have agreed to allow for a second dwelling (the " Second House") to be constructed on the Lands; and
- I. The Lands are subject to variances contained in Appendix "B".

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 610 of the Local Government Act, R.S.B.C. 2015, Chapter 1, 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 form 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 restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Agreement, including, but not limited to: structure and foundations; building envelope, roofing; wood detailing and trim; windows and doors; chimneys; 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 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 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.
 - (d) In the event the Heritage House is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the Heritage House to its 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 Heritage House. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration of the Heritage House shall reflect the character-defining elements and design components including, but not limited to: location along Crescent Road in the Crescent Beach area of Surrey; wood-frame construction with stone foundation and combination of lapped and shingle cladding; residential form, scale and massing as expressed by its one-storey height with gabled roofline; Craftsman style features, including stone porch piers with brick caps, pointed bargeboards, cornerboards and open soffits with exposed purlins and exposed raftertails; original window openings; three red brick chimneys, including one external at the entry and two internal; and surrounding semi-rural, mature landscape, all as subject to approval by the City Architect or designate.
 - (e) In the event the Heritage House is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the Heritage House. 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 Heritage House. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The construction of the replica of the Heritage House 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 the Heritage House is destroyed, in addition to the construction of a replica described in 2(e), the Owner covenants and agrees to compensate the City for the loss in *heritage value* to the community in the amount of \$17,334.39 indexed to the Vancouver Consumer Price Index (CPI) with 2017 being the base year, except that if the Heritage House is 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 its sole discretion, then payment of compensation by the Owner to the City is not required.
- (g) Should the Heritage House become vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the Heritage House 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 to the City in writing a 24-hour emergency contact number and confirm the security measures are in place. If the Owner fails to secure the Heritage House, the City may and is authorized to enter onto the Lands to undertake the necessary works to secure the Heritage House, 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 and to conduct inspections to determine that the security measures continue to be in place.
- (h) Should the Heritage House become vacant and unoccupied during construction or other redevelopment of the Lands, 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 Heritage House is occupied, there must be appropriate security measures in place to maintain the integrity and security of the Heritage House and Lands. Should the Heritage House 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 enter onto the Lands to carry out the necessary works at the expense of the Owner and confirm that security measures are in place, unless otherwise agreed to in writing by the City. The Owner of the Lands must also provide to the City in writing a 24-hour emergency contact number.

- (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 would 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 security to the City 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").

Variations to By-laws

- 3. The Lands are subject to variances contained in Appendix "B".

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 may 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 person 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 work or action of the Owner in performance of its obligations, 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 the Community Charter, 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 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 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 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
13450 104 Avenue
Surrey, British Columbia V3T 1V8

If to the Owner:

12876 Crescent Road
Surrey, British Columbia V4P 1J8

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 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 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

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.

OWNER

OWNER

CITY OF SURREY

Linda Hepner
Mayor

Jane Sullivan
City Clerk

Appendix "A"

CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Description of Historic Place

The Brynjolfson Residence is located along Crescent Road in the Crescent Beach area of Surrey. The Craftsman style house features a stone foundation and porch piers as well as prominent chimneys and a gabled roofline.

2. Heritage Value of Historic Place

Constructed in 1922, the Brynjolfson Residence is valued for its association with the Interwar development of the Crescent Beach area of Surrey and for its Craftsman style of architecture. The modern development of Crescent Beach is linked to its transportation connections to the remainder of Surrey and the Lower Mainland. The Great Northern Railway improved access to the area with its new service in 1909 and Crescent Road provided further access after a series of improvements in the 1910s and 1920s. As the accessibility of Crescent Beach increased, so too did the construction of summer homes, and eventually permanent residences. Native Iclander, Sveinn Brynjolfson, a farmer and building contractor, acquired property along Crescent Road in 1908 and constructed this home in 1922, which enjoyed convenient access to heart of the community, closer to the waterfront.

The Brynjolfson Residence is also significant for its Craftsman style of architecture. The Craftsman style, derived from the Arts and Crafts movement, was characterized by the use of local, natural materials and was especially popular in the Lower Mainland during the early twentieth century. Craftsman houses remained popular during the interwar years, which tended to be a time of traditionalism in residential architecture, hearkening back to the domestic values and ideals of an earlier age. The Heritage House features a side gabled roof with exposed purlins and raftertails, a variety of siding types, and granite foundation.

3. Character Defining Elements

The elements that define the heritage character of the Brynjolfson Residence are its:

- location along Crescent Road in the Crescent Beach area of Surrey;
- wood-frame construction with stone foundation and a combination of lapped and shingle cladding;
- residential form, scale and massing, as expressed by its one-storey height with gabled roofline;
- Craftsman style features, including: stone porch piers with brick caps, pointed bargeboards, cornerboards and open soffits with exposed purlins and exposed raftertails;
- original window openings;
- wooden doors with multi-pane central lights;
- three red brick chimneys, including one external at the entry and two internal; surrounding semi-rural, mature landscape; and
- interior elements including: wood paneling on walls, fir floors, fireplaces in living room and bedroom, and built in cabinetry in living room and bedroom.

4. Existing Appearance and Features

The following photos depict some of the details of the Heritage House:



Front (North) Elevation



Back (South) Elevation



East Elevation



West Elevation



Original interior brick chimneys



Original interior brick chimneys



Original exterior red brick chimney



Combination of lapped and shingle cladding



Wooden door with multi-pane central lights



Open soffits and exposed raftertails



Stone (granite) foundation



Surrounding semi-rural, mature landscape

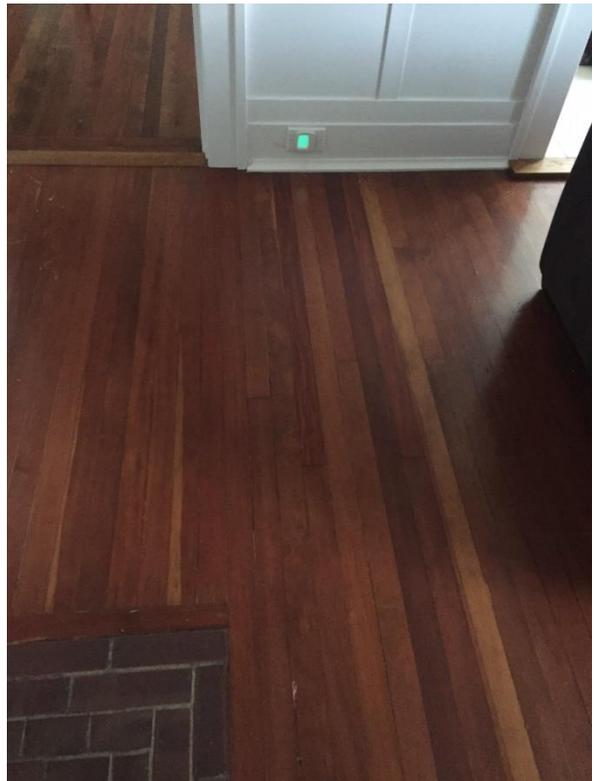




Surrounding semi-rural, mature landscape



Wood paneling



Douglas fir floors

PART II – MAINTENANCE STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

The restoration of the Heritage House, 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 Heritage House shall consist of a Maintenance Plan and a Funding Strategy.

The Maintenance Plan shall be prepared with input from a conservation architect or qualified heritage consultant that is acceptable to the City. Issues to be addressed in the Maintenance Plan include water penetration and damage from sun, wind, weather and animals. Maintenance includes, but is not limited to, 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 fundraising or seek government financial incentives, including those 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 (1) year of the adoption of a by-law to enter into this Agreement.

The Maintenance Plan and Funding Strategy for the Heritage House shall include, but is not limited to, the following:

- (a) A description and a time schedule for the renovations, 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 – Renovation 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 Heritage House;
- (e) A description of any matters noted in Part III – Renovation 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 renovation and maintenance outlined above, including corporate sponsorships, annual budgets by the Owner or tenant, applications for government grants, strata fees, and other relevant details.

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 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 Heritage House.

3. Timing and Phasing

This provision does not apply to the Lands.

4. Heritage Alteration Permit(s) Approval

- A. Changes to the building, structure, exterior appearance of the Heritage House, 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 Heritage House;
 - (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 conservation architect or qualified heritage consultant acceptable to the City;
 - (c) simple repair and maintenance of existing elements not affecting the *building* structure, exterior or interior appearance of the Heritage House; or

- (d) changes to the exterior of the Second House that are considered by the City Architect to be complimentary to the character of the Heritage House and do not overpower the Heritage House. If the exterior colour scheme of the Second House is changed, the new colour scheme should be selected from a heritage palette. External materials may include wood, hardie plank, singles or similar.
- C. A heritage alteration permit shall be required for all but minor alterations including, but not limited to, the following:
- (a) changes to the Heritage House structure;
 - (b) changes to the exterior appearance of the Heritage House;
 - (c) replacement of existing elements and/or construction of additions to the Heritage House;
 - (d) changes to the external appearance of the Heritage House due to interior renovations;
 - (e) additions to or demolition of all, or part, of the Second House that are not provided for in the Plans and Elevations for the Second House attached as Appendix "A-1".

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, 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 provisions of the Conservation Plan, and with heritage alteration permits sanctioning construction, alterations or other actions.

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

6. **Conditions**

- A. The works specified in Part III and attachments to this Conservation Plan shall be supervised by a conservation architect or qualified heritage consultant acceptable to the City.
- B. The works specified in Part III and attachments to this Conservation Plan shall be approved by a conservation architect or qualified heritage consultant acceptable to the City prior to the City granting final building approval.

- C. The construction of the Second House shall be in accordance with the Plans and Elevations attached as Appendix "A-1".

PART III – RESTORATION STANDARDS AND SPECIFICATIONS

1. Foundation:

The Heritage House will remain on its original foundation. Damaged areas shall be repaired as necessary using mortar formulation similar to existing.

2. Chimneys:

Clean and repair chimneys as required using historically accurate lime-based mortar colour and temper.

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

Existing wood detailing including open soffits with exposed purlins and exposed raftertails shall be retained and restored as required. Replacement materials shall match the original.

In the event that any windows must be replaced, they shall be replaced with wood windows in keeping with the style, shape, materials and assembly of the original design, style and period of the Heritage House.

The wooden doors with multi-pane central lights shall be retained and restored as required.

The general intent is to promote restoration and retention of existing materials and elements wherever possible. If restoration is not feasible, replacements shall be constructed to match existing in terms of form, detailing and materials. Where original features have already been removed, altered or replaced by stylistically foreign elements, new replacements shall be consistent with the original design and done in consultation with an independent architect with experience in heritage restoration and acceptable to the City.

4. Roof Structure and Cladding:

When replacing with new roof, it is recommended to replace with original cedar roofing. The use of materials other than cedar, however, is permitted, subject to the prior review and approval of the City Architect. If asphalt, duroid or laminated fibreglass shingles are proposed, the colour, texture and pattern of the new shingles should provide a sympathetic appearance that is based on the original roof.

The eaves troughs and downspouts shall be examined and replaced if necessary. If proposed to be replaced, a simple gutter profile shall be specified to not compromise the historical character of the Heritage House.

5. Interior:

Interior elements including fir wood floors, wood paneling, and built in cabinetry in the living room and bedroom shall be retained and restored as required.

Changes to the interior of the Heritage House that do not affect the exterior appearance of the Heritage House are permitted without prior issuance of a heritage alteration permit.

6. New Construction:

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

7. Site Feature Landscaping and Fences:

Original landscape features shall be retained where possible. If *landscaping* changes are proposed, selection should consider heritage planting, paving and fixtures.

8. Trees, Streetscape and Street Interface:

All trees on the lot are subject to the provisions of the Surrey Tree Protection Bylaw, 2006, No. 16100.

9. Colour Schedule:

The exterior paint colour shall be subject to the prior written approval of the City. If the colour is to be changed, the change shall be done in consultation with the City and reflect as best as can be determined the original appearance of the Heritage House or heritage colours appropriate for the period of the Heritage House.

Changes to the exterior colour scheme shall not be undertaken without being reviewed and approved by the City Architect. The City Architect may consult with the Heritage Advisory Commission about the colour scheme.

Prior to final paint application, samples of the colours should be placed on the *building* to be viewed in natural light. Final colour selection can then be verified. Matching to any other paint company products should be verified by the heritage consultant.

10. Accessory Buildings and Structures:

Proposed *accessory buildings* are subject to this Conservation Plan. No placement of *accessory buildings* or *structures* shall be permitted within 3 metres of the Heritage House without first obtaining a heritage alteration permit.

Existing *accessory buildings* or *structures* may remain but are not subject to this Conservation Plan.

11. Plans and Elevations:

The plans and elevations attached as Appendix "A-1" form part of this Conservation Plan.

12. Other:

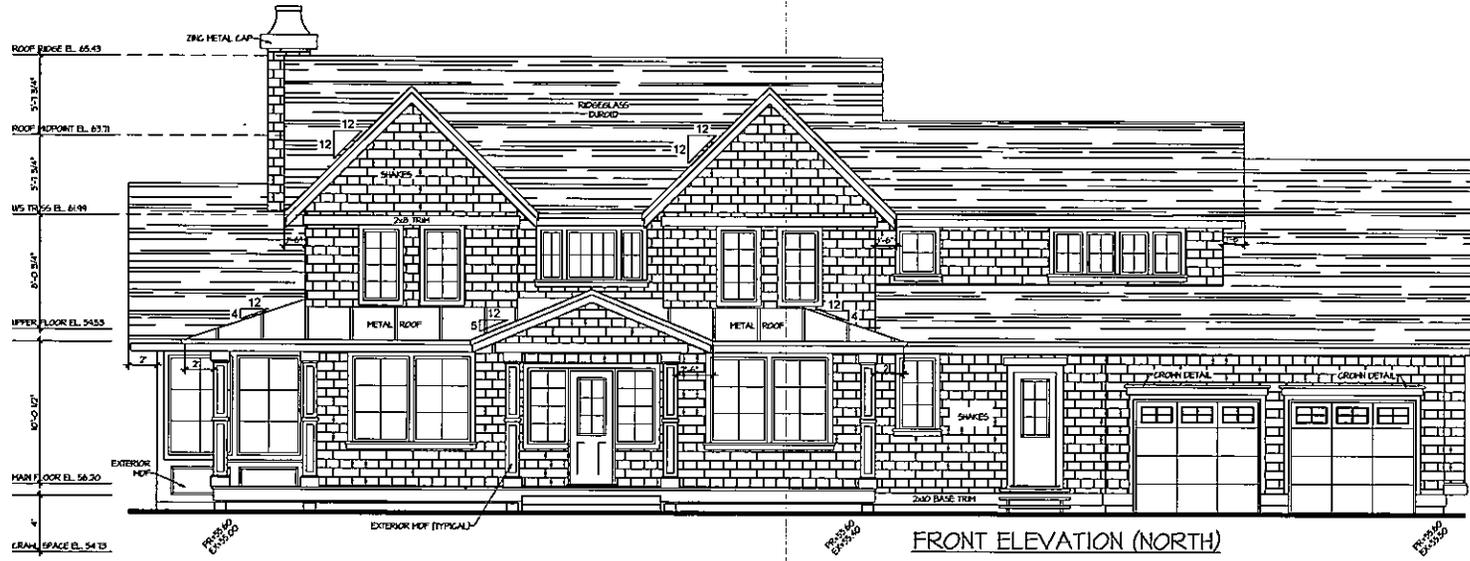
The general intent is to promote restoration and retention of existing materials and elements wherever possible. If restoration is not feasible, replacements shall be constructed to match existing in terms of form, detailing and materials. Where original features have already been removed, altered or replaced by stylistically foreign elements, new replacements shall be consistent with the original design and done in consultation with an independent conservation architect or qualified heritage consultant acceptable to the City.

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 Appendix "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.)

Appendix "A-1"
PLANS AND ELEVATIONS

(Attachment beginning on the next page)



FRONT ELEVATION (NORTH)



REAR ELEVATION (SOUTH)

NOTE: THESE DRAWINGS CONFORM TO BCBC 2012 EDITION
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8100 - 168 B STREET, SURREY, B.C. V4N 5E4
PHONE: (604) 575-1281 FAX: (604) 575-1289

L.G. BURTON DESIGN
Custom Design, Renovations & Stock Plans

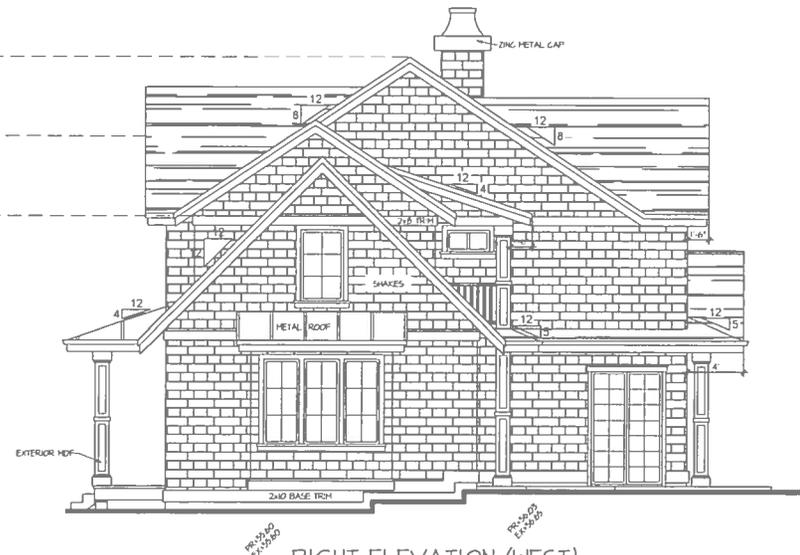


PROJECT:
PAINTER RESIDENCE AT 12875
CRESCENT ROAD SURREY, B.C.

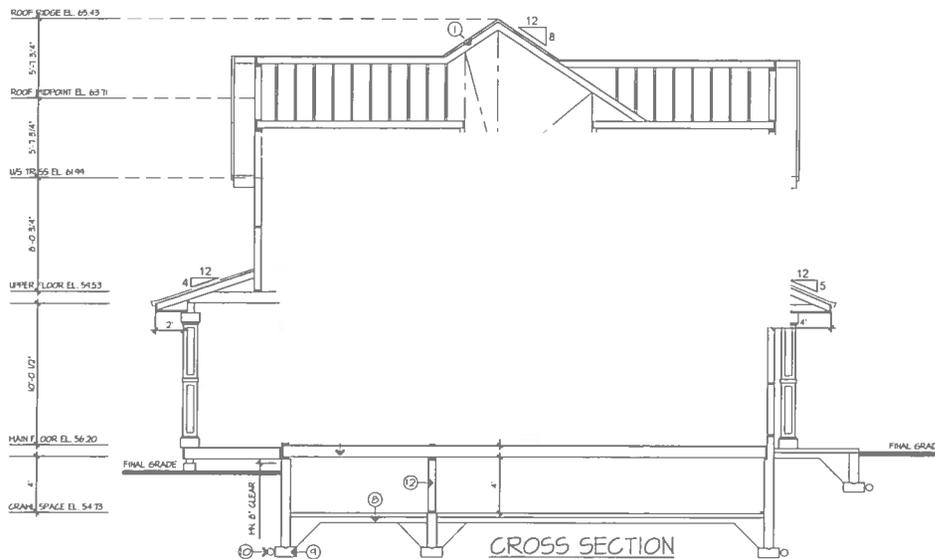
DATE:		TITLE:	
DATE:	APRILL	ELEVATIONS	
DRAWN:	MB	BY:	MB
DRAWING NO.	MB014	SCALE:	AS SHOWN
		SHEET:	1 OF 4



LEFT ELEVATION (EAST)



RIGHT ELEVATION (WEST)



CROSS SECTION

BUILDING SPEC. LIST TO BE USED IN CONJUNCTION WITH ENERGY AND RAINDRAIN SHEETS.

- | | |
|--|--|
| <p>1. ROOF (TRUSS):</p> <ul style="list-style-type: none"> * Durak * Building paper * 1/2" Plywood Sheathing on engineer approved trusses at 24" O.C. <p>2. CEILING:</p> <ul style="list-style-type: none"> * Best insulation R-40 * Poly vapour barrier * 5/8" gypsum board <p>3. FLOOR (RAFTERS):</p> <ul style="list-style-type: none"> * Durak * Building paper * 1/2" Plywood Sheathing on 2x6 rafters @ 16" O.C. * Best insulation R-40 * Poly vapour barrier * 5/8" gypsum board <p>4. FASCIA:</p> <ul style="list-style-type: none"> * 2x6 fascia board on Vinyl Soffits or as specified * 5" Continuous gutter <p>5. EXTERIOR WALL:</p> <ul style="list-style-type: none"> * Exterior finish as specified * Building paper * 1/2" plywood sheathing (1/2" for vertical siding) * 2x6 Exterior Studs * Best insulation R-20 * Poly vapour barrier * 1/2" gypsum board <p>6. INTERIOR WALL:</p> <ul style="list-style-type: none"> * 2x4 hem 1x studs at 16" O.C. (2x6 where noted) * 1/2" gypsum board both sides | <p>7. ALL WOOD FLOOR ASSEMBLIES:</p> <ul style="list-style-type: none"> * Finished flooring as specified * 5/8" Plywood sheathing (give 1/2" over nail) * Floor joists to engineers specs * 5/8" gypsum board <p>8. FLOOR SLAB:</p> <ul style="list-style-type: none"> * Concrete slab (4" in garage) * 2-1/2" rigid insul. RSI-232 * 6 mil poly vapour barrier * 5" compacted sand <p>9. FOUNDATION:</p> <ul style="list-style-type: none"> * 8" concrete end wall * 18"x8" concrete footing * Damp proofing <p>10. DRAINAGE:</p> <ul style="list-style-type: none"> * 4" dia perimeter drain under 6" drain rock <p>11. STAIRS:</p> <ul style="list-style-type: none"> * To suit site conditions * 4 1/2" runs * 10 1/2" treads * 2x12 stringers * 36" handrail * 6'-8" min headroom <p>12. BEARING WALL:</p> <ul style="list-style-type: none"> * 2x6 studs @ 16" O.C. * 1/2" dia. A bolt @ T.O. O.C. * 45lb DPC on 6" concrete curb on 18"x8" footing <p>13. CRAWL SPACE:</p> <ul style="list-style-type: none"> * 2" concrete stem coat * 2-1/2" rigid insul. RSI-232 * Poly vapour barrier * 5" gravel layer |
|--|--|

NOTE: THESE DRAWINGS CONFORM TO CBCG 2012 EDITION

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L.G. BURTON DESIGN
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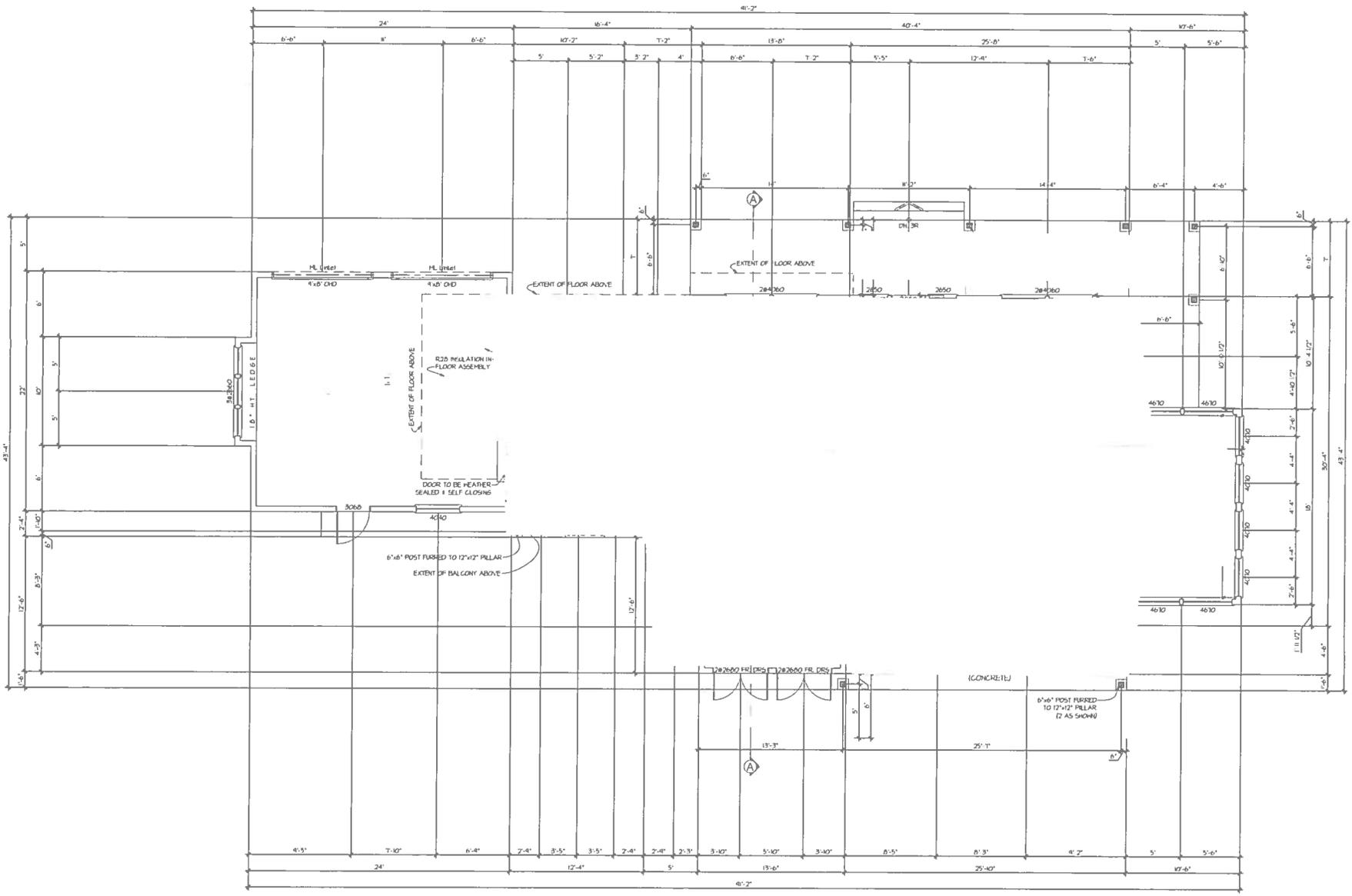


PROJECT
PAINTER RESIDENCE AT 12876
CRESCENT ROAD SURREY, B.C.

ELEVATIONS, CROSS
SECTION & NOTES

DATE: _____
DRAWN: _____
SCALE: 1/4" = 1'-0"
SHEET: 1 OF 4

M3014



MAIN FLOOR PLAN - 1,740.86SF
 (10'-0" CL6)

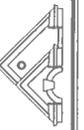
GARAGE: 843.55F

NOTE: THESE DRAWINGS CONFORM TO BCBC 2012 EDITION

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 PHONE: (604) 575-1281 FAX: (604) 575-1289

L.G. BURTON DESIGN
 Custom Design, Renovations & Stock Plans

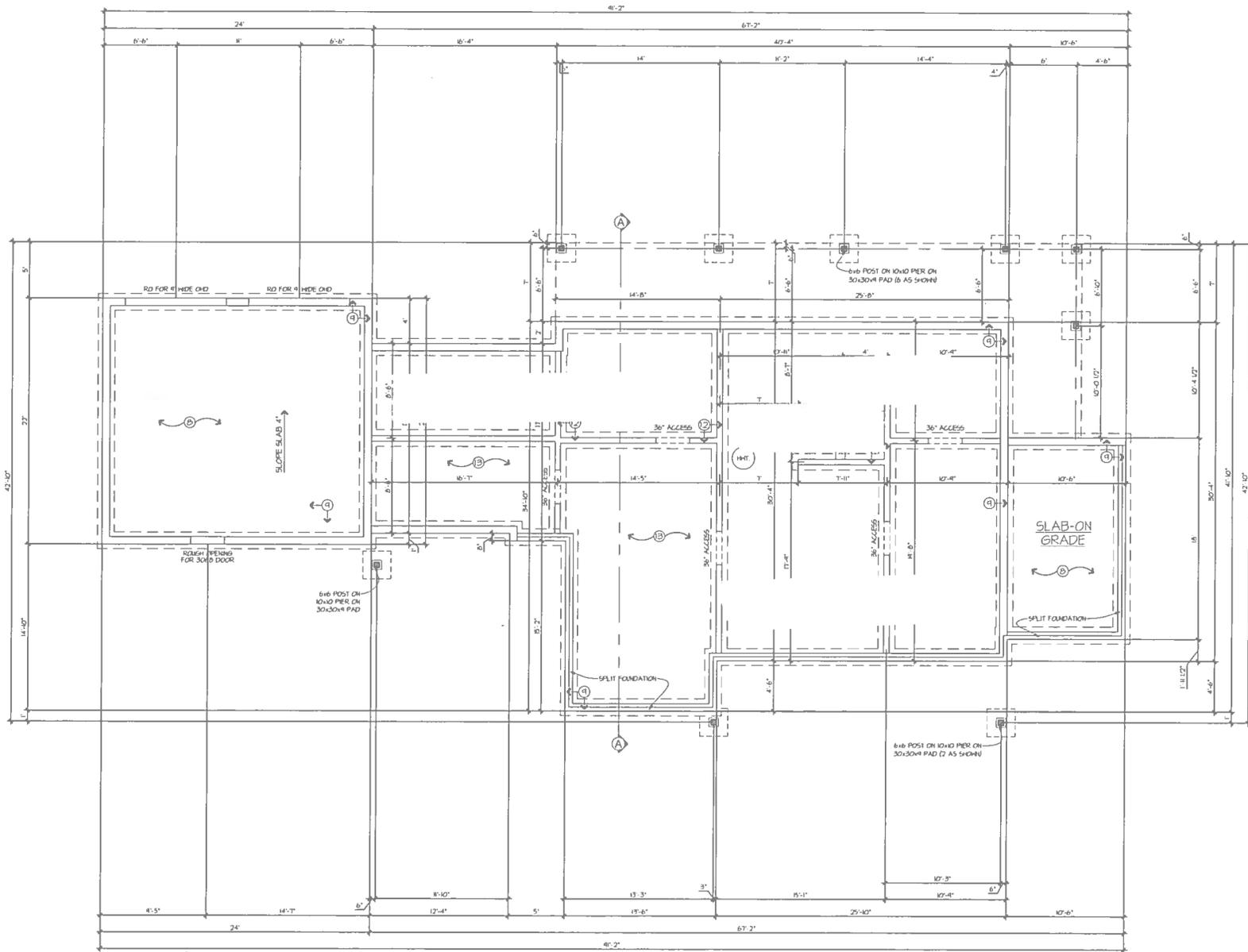


PROJECT:
 PAINTER RESIDENCE AT
 12816 CRESCENT ROAD
 SURREY, B.C.

TITLE:
 MAIN FLOOR PLAN

DATE	SCALE
DRAWN BY	SCALE
DRAWING NO	SHEET

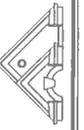
M3014



CRAWL SPACE / FOUNDATION PLAN
 (4'-0" HT)

NOTE: THESE DRAWINGS CONFORM
 TO BCBG 2012 EDITION

Do not scale prints as reproduction can cause distortion in printed copy.



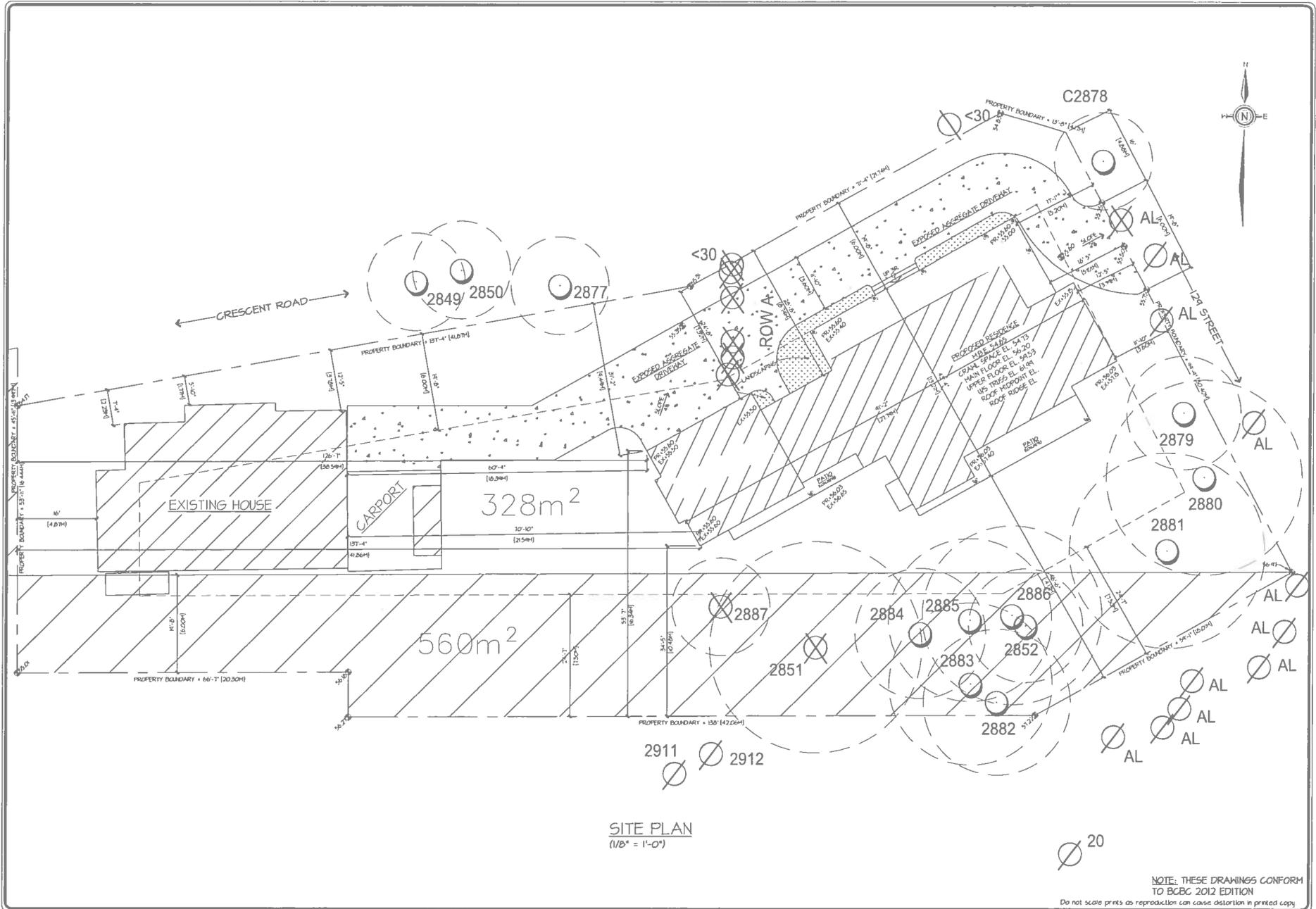
L.G. BURTON DESIGN
 Custom Design, Renovations & Stock Plans

8130 - 168 B STREET, SURREY, B.C. V4N 5E4
 PHONE: (604) 575-1281 FAX: (604) 575-1289

PROJECT:
 PAINTER RESIDENCE AT
 12816 CRESCENT ROAD
 SURREY, B.C.

TITLE:
**CRAWL SPACE /
 FOUNDATION
 FLOOR PLAN**

DATE: _____
 DRAWN: _____
 SCALE: 1/8" = 1'-0"
 SHEET: 1 OF 4
 M3014



SITE PLAN
(1/8" = 1'-0")

Ø 20

NOTE: THESE DRAWINGS CONFORM TO BCBC 2012 EDITION

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PHONE: (604) 575-1281 FAX: (604) 575-1289

L.G. BURTON DESIGN
Custom Design, Renovations & Stock Plans

PROJECT: PAINTER RESIDENCE AT 12516 CRESCENT ROAD SURREY, B.C.

SITE PLAN

DATE	NO.	BY
DRAWN	NO.	BY
SCALE	NO.	BY
SHEET	NO.	BY

MOEEM

Appendix "B"
VARIATIONS TO BY-LAWS

1. Section B Permitted Uses of Part 12 "One-Acre Residential Zone (RA)" of the Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:
 - Existing section B.1 is deleted and replaced with the following:
 1. *Two single family dwellings.*

2. Section F Setback of Part 12 "One-Acre Residential Zone (RA)" of the Surrey Zoning Bylaw, 1993, No. 12000, as amended is varied as follows:
 - The minimum *rear yard setback* (west) for the Heritage House (as defined in the applicable heritage revitalization agreement) is reduced from 7.5 metres [25 ft.] to 4.8 metres [16 ft.];
 - The minimum *side yard setback on flanking street* (north) for the Heritage House is reduced from 7.5 metres [25 ft.] to 1.7 metres [6 ft.];
 - The minimum *front yard setback* for the Second House (as defined in the applicable heritage revitalization agreement) is reduced from 7.5 metres [25 ft.] to 3.6 metres [12 ft.]; and
 - The minimum *side yard setback on flanking street* (north) for the Second House is reduced from 7.5 metres [25 ft.] to 6.0 metres [20 ft.].

3. Section E Lot Coverage of Part 12 "One-Acre Residential Zone (RA)" of Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:
 - The maximum lot coverage is increased from 20% to 24%.

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