

CITY OF SURREY

BY-LAW NO. 16993

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 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: 009-670-122
Lot 10 Except: Firstly Part Subdivided by Plan 15181 Secondly,
Part on Plan BCP20046 Section 16 Township 8 New Westminster District Plan 12271

18431 Fraser Highway

And as the legal description noted above is to change, the City Clerk is directed to insert the following new legal description once title has been issued as follows:

Parcel Identifier: 028-713-915
Lot 1 Section 16 Township 8 New Westminster District Plan BCP49554
6945 - 185 Street (also known as 18431 Fraser Highway)

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

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

BYLAW NO. 16993 WAS REPEALED AT THE REGULAR COUNCIL – PUBLIC HEARING
MEETING, FEBRUARY 3, 2014

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, including Schedule "A" and "B" attached thereto and appended to this By-law as Schedule "I" (the "Heritage Revitalization Agreement"), in respect of the Lands.
2. The Mayor and the City Clerk are authorized on behalf of the Council to sign the Heritage Revitalization Agreement and to register a notice on the title of the Lands and on the title of each of the Strata Lots.
3. Schedule "I" forms a part of this By-law.
4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2009, No. 16993."

READ A FIRST AND SECOND TIME on the 27th day of July, 2009.

READ A THIRD TIME ON THE 27th day of July, 2009.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 11th day of July, 2011.

_____ MAYOR

_____ CLERK

SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement By-law, 2009, No. 16993]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ___ day of _____, 200_

BETWEEN:

o761210 B.C. LTD.
5757 - 136th Street
Surrey, British Columbia V3X 1J4

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,
and having offices at 14245 56th 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: 009-670-122
Lot 10 Section 16 Township 8 New Westminster District Plan 12271

18431 Fraser Highway

And as the legal description noted above is to change, the City Clerk is directed to insert the following new legal description once title has been issued as follows:

Parcel Identifier: 028-713-915
Lot 1 Section 16 Township 8 New Westminster District Plan BCP49554
6945 - 185 Street (also known as 18431 Fraser Highway)

BYLAW NO. 16993 WAS REPEALED AT THE REGULAR COUNCIL – PUBLIC HEARING
MEETING, FEBRUARY 3, 2014

- B. The Owner and the City consider that the Lands, including the improvements and features on the Lands, have *heritage value* and *heritage character*;
- C. The Owner and the City desire to conserve the *heritage value* and *heritage character* of the Lands;
- D. For the purpose of conservation of the *heritage value* and *heritage character* of the Lands, the Owner and the City have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the *heritage value* and *heritage character* of the Lands;
- E. The owner has agreed to the terms for compensating the City for the loss in heritage value in accordance with Section 2(f) of this Agreement in the event the heritage improvements or features on the Lands are moved or destroyed other than through natural causes;
- F. The improvements or features on the Lands which have *heritage value* and *heritage character* which both the Owner and City desire to conserve have been described by text, photographs, plans and drawings attached as Schedule "A" (the "Conservation Plan") to this Agreement and Schedule "B" (the "DL&A Plan");
- G. The building located on the Lands and identified in the Conservation Plan as the George E. Lawrence House (the "House") is listed on the Surrey Heritage Register and the Owner and the City consider that the House has *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the House.

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. To the extent that the text, photographs, plans and drawings constituting the Conservation Plan require interpretation, the City shall be, in the first instance, the interpreter of the Conservation Plan and shall determine the matter. If the Owner is dissatisfied with the City's interpretation, then Section 15 of this Agreement shall apply.
- (b) Part I of the Conservation Plan identifies, details and describes the character, extent and nature of the improvements and features on the Lands that have *heritage value* and *heritage character*. Part II of the Conservation Plan sets out the maintenance strategy, general standards

and exemptions for the *conservation* and maintenance of all improvements and features on the Lands that have *heritage value* and *heritage character*. Part III of the Conservation Plan sets out the standards and specifications for relocation, restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Agreement, including, but not limited to: the foundation; roof structure and cladding; building envelope, wood detailing and trims; interior conditions; and the site and landscaping.

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

2. The Owner covenants and agrees that:
 - (a) No improvements on the Lands identified in the Conservation Plan as having *heritage value* or *heritage character* shall be *altered* including alterations required or authorized by this Agreement, except as agreed to in writing by the City;
 - (b) Each action of relocation, restoration, rehabilitation, replication, repair, replacement or maintenance, required by Parts I, II and III of the Conservation Plan, shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out the Conservation Plan;
 - (c) All improvements identified in Parts I and II of the Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the Conservation Plan and the George Lawrence House Conservation Plan authored by Donald Luxton & Associates Inc., June 2009 and attached as Schedule "B" (the "DL&A Plan");
 - (d) In the event the 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 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 House. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration of the House shall reflect the character-defining elements and design components including, but not limited to: location on the original parcel of land along what is now the Fraser Highway; rural residential form, scale, and massing as expressed by its one and one-half storey height, medium pitched side-gable roof with cross-gable dormer at the front, and entrance porch with shed roof at the front entrance; wood-frame construction with wooden drop-siding and cornerboards; vernacular farmhouse influences such as its simple square plan, whalebone bargeboards, and closed soffits; and original window openings and wooden window frames all as subject to approval by the City Architect or designate;

- (e) In the event the House is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the 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 House. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. If the design is not an exact replica, the massing and the style shall be similar to the original building, and a heritage alteration permit shall be required before a building permit can be issued for reconstruction to take place. The construction of the replica or replacement of the 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 House is destroyed, in addition to the construction of a replica, the Owner covenants and agrees to compensate the City for the loss in heritage value to the community in the amount of \$104,448 indexed to the Vancouver Consumer Price Index (CPI) with 2009 being the base year, except that if the 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) As the House is currently vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the 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 in writing a 24-hour emergency contact number and confirm the security measures are in place. If the Owner fails to secure the House, the City may and is authorized to undertake the necessary works to secure the 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 with reasonable notice for the purpose of undertaking the necessary works to secure the House and to conduct an inspection to determine that the security measures continue to be in place;
- (h) Once the House is occupied, there must be appropriate security measures in place to maintain the integrity and security of the House and Lands. Should the 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 carry out the necessary works at the expense of the Owner, unless otherwise agreed to in writing by the City. The Owner of the Lands must also provide in writing a 24-hour emergency contact number and confirm that the security measures are in place;
- (i) 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;

- (j) Where required by the City in a heritage alteration permit, the Owner shall provide a security to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan;
- (k) The Owner may apply for funding for the House from the City or from the Heritage Advisory Commission (or any like authority) including, but not limited to, monies for exemption from taxes, or any provision for assistance as specified in Section 225 of the Community Charter, S.B.C. 2003, c.26;
- (l) If the intent is to have a strata titled development, the Owner as the owner developer will insure that the maintenance requirements discussed in this Agreement will be set out within the by-laws governing the strata titled development before the first meeting of the owners of the strata development. The by-laws that reflect these maintenance requirements, and the maintenance requirements themselves, shall not be changed without the prior written consent of the City.

Variation to By-laws

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

Construction and Maintenance

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

No Liability to City

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

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

Reasonable Care and Risk

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

Modification

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

Indemnity

8. The Owner shall at all times indemnify and save harmless the City and its elected and appointed officials, employees, contractors and agents of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever by whomsoever brought for which the City shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements of this Agreement, or breach or nonperformance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of this Agreement, or by reason of any 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 relocate, restore, rehabilitate, replace, repair or maintain the building, structure, improvements on or features of the Lands having *heritage value* and *heritage character* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any relocation, restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the City by reference to the Conservation Plan, and Sections 2 and 4 of this Agreement.

No Waiver

11. No restrictions, requirements or other provisions in this Agreement shall be deemed to have been waived by the City unless a written waiver authorized by resolution of the Council and signed by an officer of the City has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the City on previous occasions of any default or any previous written waiver shall be taken to operate as a waiver by the City of any subsequent default or in any way to defeat or affect the rights of remedies to the City.

Statutory Authority and Proprietary Rights

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

Compliance with Laws

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

Notice

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

If to the City:

Attention: City Clerk
CITY OF SURREY
14245 - 56 Avenue
Surrey, British Columbia V3X 3A2

If to the Owner:

0761210 B.C. Ltd.
5757 - 136th Street
Surrey, British Columbia V3X 1J4

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; and
 - (e) Any arbitrator's decision in respect of the exercise of 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 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.

0761210 B.C. LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

CITY OF SURREY

Dianne Watts
Mayor

Jane Sowik
City Clerk

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BYLAW NO. 16993 WAS REPEALED AT THE REGULAR COUNCIL – PUBLIC HEARING MEETING, FEBRUARY 3, 2014

SCHEDULE "A" CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. George E. Lawrence House History

Built during a boom period of development in Surrey, the George Lawrence House is a typical homestead. By the late 1800s, European families had settled much of the area, converting the land into large productive farms and homesteads. The George Lawrence House exemplifies this pioneer settlement and is a typical, modest residential structure for its time. A farmer himself, George Lawrence (1855-1940) arrived in Canada by way of his native Scotland in 1886 and settled in Surrey in 1888. The house located at 18431 Fraser Highway was built for George Lawrence's family in the neighbourhood of Clayton, which was located east of New Westminster and the Great Northern Railway tracks at the junction of Old Yale and Clover Valley roads. Though much of the land in what is now known as the City of Surrey was farmland, people like the Lawrences had few options when it came to selling their goods at local markets. At the time of the Lawrences' arrival in Surrey there was no train or street car to connect people to markets or to other communities and, until 1891, people were forced to make the sometimes one or two day journey overnight by horse and cart along rough, dirt roads to make it to the New Westminster market by morning.

The New Westminster South Railway arrived in the area in 1891, which resulted in the expansion of existing neighbourhoods and the creation of new areas, fostering the development of permanent homesteads. George Lawrence was elected Councillor of Hall's Prairie in January of 1905, a position that he held until 1906. Following two years as Councillor, Lawrence decided to construct his homestead in the Clayton area. The Lawrence family, which consisted of George, his wife, and their three daughters and two sons, logged and cleared the land and by the time the house had been completed in 1908 the Great Northern Railway (GNR) had arrived in the Surrey area. The tracks of the GNR were constructed along the shores of Mud Bay and the railway became fully operational in 1909. Unfortunately, the arrival of the GNR resulted in the abandonment of the New Westminster South Railway and the GNR did not provide reliable or convenient service from the community of Clayton to the city of Vancouver. The arrival of the B.C. Electric Interurban Line in 1910 solidified Surrey as a thriving agricultural community in the Fraser Valley, finally connecting the farmers of neighbourhoods like Hall's Prairie, Clayton, and Hazelmere quickly and easily to different communities and markets, allowing not only faster travel, but also the ability to sell a greater variety of products like soft fruits and dairy.

At the height of development, the area of Clayton boasted a post office, a general store, a church, and a community hall; the general store would have been located very near to the George Lawrence House but it burned down in the 1920s. The Clayton boom period lasted only until around 1910, and despite the success of the B.C. Interurban Line, the area began to decline in activity and population. The GNR had established White Rock as the more substantial urban community, though the GNR railway was abandoned too, in 1917. George Lawrence and his family continued to live and farm in the Clayton area however, and by the 1920s George Lawrence began to subdivide the land occupied by his 1908

homestead, selling many of the parcels to soldiers returning home from World War One. Despite his foray into politics, George Lawrence was best known in the area as a pioneer rancher and farmer, which was the career listed on his death certificate when he died in what is now known as the George Lawrence House on November 19, 1940 at the age of 85.

2. Character Defining Elements

Key elements that define the heritage character of the George Lawrence House include its:

- location on the original parcel of land along what is now the Fraser Highway;
- rural residential form, scale, and massing as expressed by its one and one-half storey height, medium pitched side-gable roof with cross-gable dormer at the front, and entrance porch with shed roof at the front entrance;
- wood-frame construction with wooden drop-siding and cornerboards;
- Vernacular farmhouse influences such as its: simple square plan, whalebone bargeboards, and closed soffits; and
- original window openings and wooden window frames.

3. Existing Exterior Appearance and Features

Situated along the Fraser Highway in the City of Surrey, the George Lawrence House is a one and one-half storey wood frame structure with wooden drop siding and a side-gable roof. This historic dwelling is characterized by its cross-gable dormer, closed soffits, whalebone bargeboards, and front porch with shed roof. Initially constructed with three red-brick chimneys, only two of the original chimneys (both internal) are extant. The house retains its character-defining elements but suffers significant damage from fire and vandalism, including graffiti and damage to the windows and entryways. At present all of the windows and doors are boarded over. Alterations to the house are minimal and include an enclosed addition at the rear with a shed roof and the original external red-brick chimney has been replaced with a yellow brick chimney.

The following photos depict the existing appearance of the George E. Lawrence House:



Photo 1: Front Elevation (south) showing cross gable dormer; entrance porch with shed roof; whalebone bargeboards; closed soffits and corner boards



Photo 2: Rear Elevation (north) showing extensive fire damage; and enclosed shed roof addition



Photo 3: East Elevation showing Chimney (replaced)



Photo 4: West Elevation

Photo 5: Archival Photo courtesy Surrey Archives CSA-CL 111(1)
Note original 2-over-2 double-



hung windows

PART II – MAINTENANCE, STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

The moving and restoration of the George E. Lawrence 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 House shall consist of a Maintenance Plan and a Funding Strategy.

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

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

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

If the intent is to have a strata titled development, the Owner as the owner developer will insure that the maintenance requirements discussed in this Agreement will be set out within the by-laws governing the strata titled development before the first meeting of the owners of the strata development. The by-laws that reflect these maintenance

requirements, and the maintenance requirements themselves, shall not be changed without the prior written consent of the City.

The Maintenance Plan and Funding Strategy for the George E. Lawrence House shall include, but not be limited to, the following:

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

Refer to Section 6.0 Maintenance Plan in the DL&A Plan.

C. Amending an Established Maintenance Strategy

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

2. Standards

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

3. Timing and Phasing

With respect to the phasing or timing of commencement or completion of action applying to the Lands, the restorations to the George E. Lawrence House shall commence with the issuance of a building permit for the townhouse development on the Lands. The

restorations to the House may be done concurrently with the townhouse development. If the townhouse development is phased, the restorations to the House shall be included in the first phase. The Owner shall insure that the restorations to the House shall be completed and an occupancy permit or equivalent for the House shall be issued before the first strata council meeting (if the development is a strata development) or upon occupancy granted to the residential units (if the development is not a strata development).

4. **Heritage Alteration Permit(s) Approval**

- A. Changes to the building, structure, or the exterior appearance of the 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 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 architect acceptable to the City with experience in restoration of heritage buildings; or
 - (c) simple repair and maintenance of existing elements not affecting the building structure, exterior or interior appearance of the House on the Lands.
- C. A heritage alteration permit shall be required for alterations including, but not limited to, the following:
- (a) changes to the House structure;
 - (b) changes to the exterior appearance of the House;
 - (c) replacement of existing elements and/or construction of additions;
 - (d) changes to the external appearance of the House due to interior renovations.

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

After the heritage alteration permit application is submitted, the heritage alteration permit will be considered for issuance by City Council upon the recommendation of

the General Manager of Planning and Development and the Heritage Advisory Commission, or by a City official delegated by City Council.

5. Building Permit Approval

Construction, alterations or other actions to be authorized by a building permit shall be consistent with Sections 2 and 4 of Part II, Part III and attachments to this Conservation Plan, the DL&A Plan, and heritage alteration permits sanctioning construction, alterations or other actions.

As the House is recognized as an 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.

PART III – RESTORATION STANDARDS AND SPECIFICATIONS

1. Foundation:

The House will be moved onto a new concrete foundation located at the southeast corner of the lot. The House shall be lifted below the sill plate. The existing foundation walls will not be moved. The new foundation shall be the same material (aggregate, colour, and strength) as the existing House's foundation. Note the building is to be a maximum .3m above grade. Refer to section 2.1.2 Foundation in the DL&A Plan.

2. Roof Structure and Cladding:

The roof shall be replaced with a new roof, while retaining the original roofline. The existing duroid shingles shall be replaced with duroid to match original appearance. Refer to section 2.5 Roofing, 2.5.1 Roof Type in the DL&A Plan.

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

Refer to section 2.2 Walls, 2.2.1 Siding, 2.2.2 Window Trim, 2.2.3 Door Trim, 2.2.4 Decorative Trim, 2.3 Front Entrance Porch, 2.3.1 Rear Verandah, 2.3.2 Peirs/Columns, 2.4.1 Window Type, 2.4.2 Door Type, 2.5.2 Rainwater Disposal, 2.5.3 Chimney, and 2.6 Paint Finish in the DL&A Plan.

4. Interior Condition:

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

5. New Construction:

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

The addition with shed roof at the rear was built at a later date than the original construction. This extension shall be carefully removed without damaging the original structure and the building shall to be rehabilitated so that a new addition of similar size (approximately 200 square feet) can be facilitated.

6. Site Feature, Landscaping and Fences:

Landscaping along Fraser Highway shall be designed in a manner to allow the House to be visible from Fraser Highway.

7. Trees, Streetscape and Street Interface:

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

8. Accessory Buildings and Structures:

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

9. Plans and Elevations:

The plans and elevations attached as Appendix A form part of this Heritage Conservation Plan.

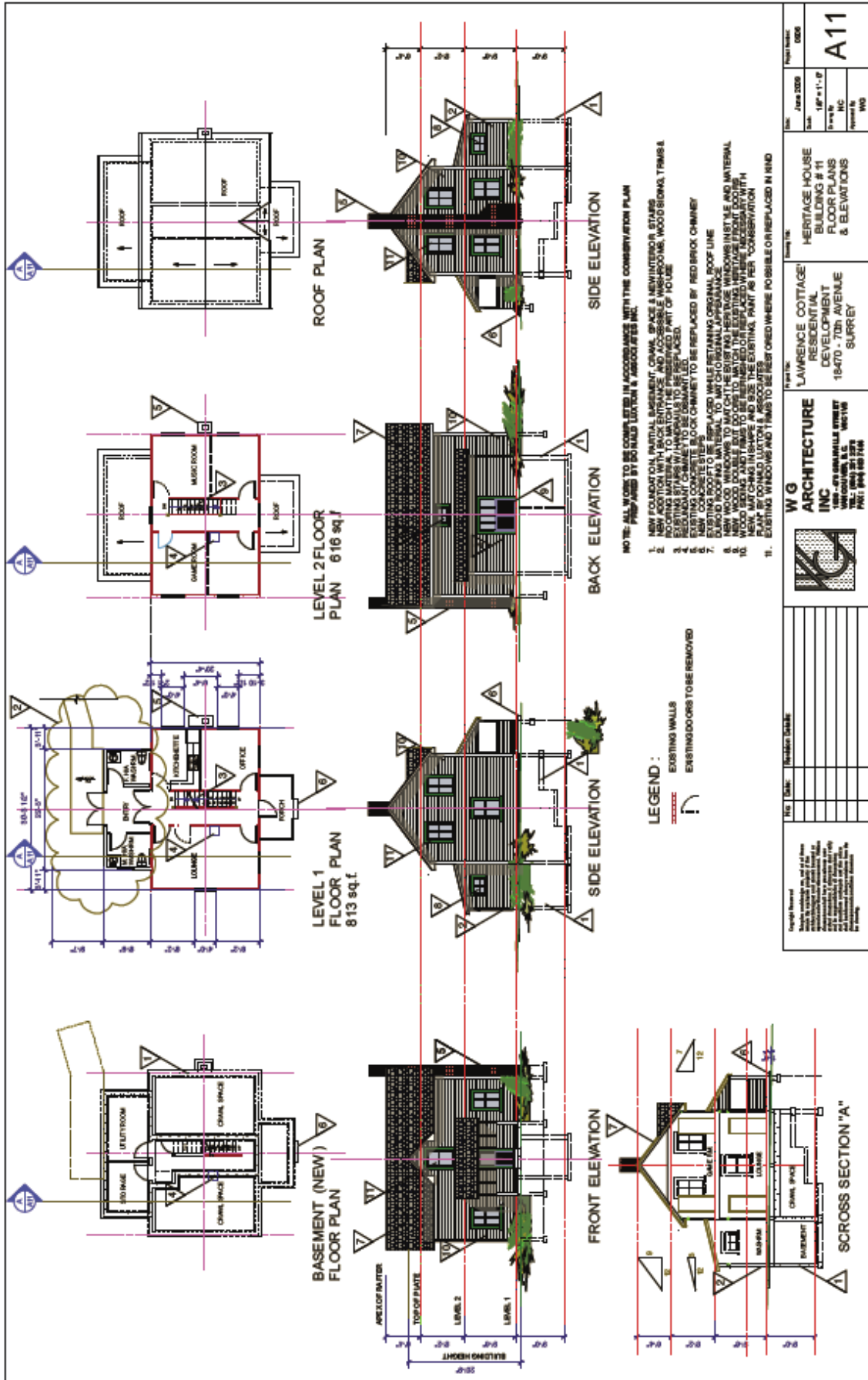
These attachments depict the above described and additional details regarding the standards and specifications for relocation, restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Conservation Plan.

10. Other

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

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Appendix A - Plans and Elevations



Project No: 0000
A11

Date: June 2008
 Scale: 1/8" = 1'-0"
 Drawn by: MC
 Checked by: WD

Client: LAWRENCE COITAGE
 RESIDENTIAL
 DEVELOPMENT
 19470 - 70th AVENUE
 SURREY

Architect: **W G ARCHITECTURE INC**
 48 BRANHAM STREET
 VANCOUVER, B.C. V6T 1W5
 TEL: (604) 273-2278
 FAX: (604) 273-1066



NO	DATE	REVISIONS

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SCHEDULE "B"

**GEORGE LAWRENCE HOUSE CONSERVATION PLAN
BY DONALD LUXTON & ASSOCIATES INC., JUNE 2009**

(Attachment beginning on the next page)