

CITY OF SURREY

BY-LAW NO. 16475

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, c. 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 and premises have heritage value and heritage character and ought to be conserved, which are situate within the City and described as:

Parcel Identifier: 005-367-123
Lot 77 Section 7 Township 8 New Westminster Plan 55563

17553 58A Avenue

(the "Lands");

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

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

- 1. The City is authorized to enter into that certain heritage revitalization agreement, including Schedule "A" and "B" attached thereto, appended to this By-law as Schedule "1" (the "Heritage Revitalization Agreement") in respect of the Lands.

- 2. The Mayor and the City Clerk are authorized on behalf of the City to sign the Heritage Revitalization Agreement and to register a notice on the title of the Lands.

3. Schedule "1" forms a part of this By-law.

4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2007, No. 16475."

READ A FIRST, SECOND TIME on the 15th day of October, 2007.

READ A THIRD TIME, AS AMENDED on the 16th day of June, 2008.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 23rd day of June, 2008.

_____ MAYOR

_____ CLERK

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SCHEDULE "1"

[To City of Surrey Heritage Revitalization Agreement By-law, 200_, No._____]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ___th day of _____, 200_

BETWEEN:

THE TRUSTEES OF THE CLOVERDALE
CONGREGATION OF THE UNITED
CHURCH OF CANADA
17553-58A Avenue
Surrey, BC V3S 1N1

(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: 005-367-123

Lot 77 Section 7 Township 8 New Westminster Plan 55563

and having a civic address of 17553 58A Avenue

(the "Lands");

- B. The Owner and the City consider that 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 the event the heritage improvements or features on the Lands are moved or destroyed other than through natural;
- 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" to this Agreement (the "Conservation Plan");
- G. The improvements or features identified on the Conservation Plan as the Cloverdale United Church (the "Church") are listed on the Surrey Heritage Register.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises of the parties hereto and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties) 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, c. 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 preservation, rehabilitation, renovation, modification, replication, relocation, repair, or maintenance to be undertaken and completed pursuant to this Agreement including, but not limited to, the foundation, roof

structure, roof cladding, building envelope, wood detailing and trims, site features and landscaping.

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

2. The Owner covenants and agrees to the following:
 - (a) No improvements or features on the Lands identified in the Conservation Plan as having heritage value or heritage character shall be altered including alterations required or authorized by this Agreement, except as agreed to by the City.
 - (b) Each action of relocation, renovation, 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 in the Conservation Plan.
 - (c) All improvements identified in Part I and II of the Conservation Plan on the Lands 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 Church is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the Church 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 Church. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The renovation of the Church shall reflect the character-defining elements and design components including, but not limited to: A church having a rectangular plan with projective bays giving creating an appearance of transepts, prominent bell tower, and architecturally reflecting a traditional Gothic Revival style and having the influence of Modern architecture; the church is attached to a hall having a sympathetic, yet distinct appearance; and exterior details as described in Part I, Section 4 "Character-defining Elements" of the Conservation Plan.
 - (e) In the event the Church is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the Church. The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to reconstruct the Church. 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 Church shall reflect the character-defining elements and design components as described in Section 2 (d) subject to approval by the City Architect or designate.

- (f) In the event that the Church 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 \$10,000 indexed to the Vancouver Consumer Price index (CPI) with 2007 being the base year, except that if the Church 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) If the Church becomes vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the building and site 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 agrees to advise the City of any periods during which the Church will be vacant for 30 days or more, provide in writing a 24-hour emergency contact number and confirm the security measures are in place. If the Owner fails to secure the Church, the City may and is authorized to undertake the necessary works to secure the Church, 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 any authorized agent of the City may enter the Lands with reasonable notice for the purpose of undertaking the necessary works to secure the Church and to conduct an inspection to determine that the security measures continue to be in place.
- (h) The Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions, as are necessary to ensure that the restrictions and requirements 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.
- (i) Where required by the City in a heritage alteration permit, the Owner shall provide security to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan.

Variation to Bylaws

3. Pursuant to Section 966(2) (b) of the Local Government Act, the following by-laws or permits of the City are varied and supplemented in their application to the Lands in the manner and to the extent provided Surrey Zoning By-law, 1993, No. 12000, as amended, is varied or supplemented with respect to the Lands as set out in Schedule "B" which is incorporated into and forms part of this Agreement as it relates 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 or features on 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 the work shall be done at the Owner's sole expense strictly in accordance with the Conservation Plan and as agreed by the City and all improvements or features shall be diligently and continuously maintained in good repair and efficient operating condition by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage and conservation practice.

No Liability to City

5. In no case shall the City be liable or responsible in any way for:
 - (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that 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 on the Lands 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 lands adjacent to the 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 under 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 or 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 (the "Indemnitees") 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 Indemnitees 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 non-performance by the Owner of any covenant, term or provision 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 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 restrictions and requirements, and the nature and extent of any relocation, renovation, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy a 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 or 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 by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement.

Compliance with Laws

13. Despite any provision of this Agreement, the Owner shall comply with all laws, including by-laws of the City and all regulations and orders of any authority having jurisdiction, and to the extent only that these 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 of this Agreement, then the Owner upon sixty (60) days' written notice to the City shall be excused from complying with the restrictions or performing the obligation and the restriction or obligation shall be suspended but only to the extent and for the time that the mandatory law, regulation or order is inconsistent with compliance with the 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 mailing address of the parties for the purpose of notice shall be as follows:

If to the Owner:

The Trustees of the Cloverdale Congregation
of the United Church of Canada
17575-58A Avenue
Surrey, BC, Canada
V3S 1N1

If to the City:

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

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.

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 the 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 notice either accept the Owner's arbitrator, or name another with the same qualifications willing to act, and shall give notice of its choice 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.
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, it 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, c. 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.

THE TRUSTEES OF THE CLOVERDALE CONGREGATION OF THE UNITED CHURCH OF CANADA

Peter Connal

Arthur Emmott

Trevor Files

CITY OF SURREY

Dianne L. Watts
Mayor

Margaret Jones
City Clerk

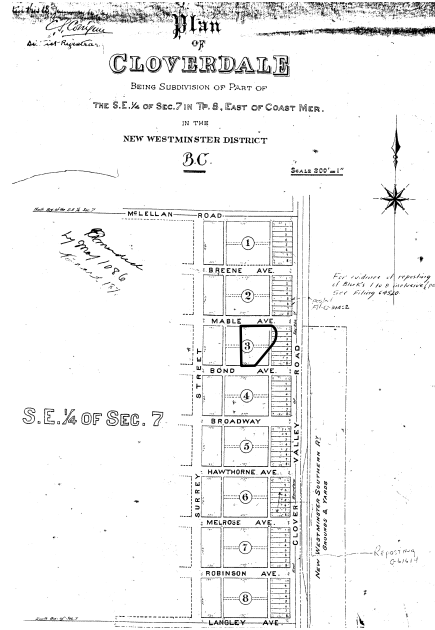
Schedule "A"

CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Land History

The Cloverdale United Church is located on lands forming part of the quarter section granted by the Crown to Thomas Mackie Lambly in 1877, part of which eventually became the "Cloverdale Townsite." The lands were acquired by the Western Home and Improvement Company and subdivided into residential lots in about 1910. A portion of the subdivision was consolidated into larger lots, two of which were acquired by the Cloverdale Congregation of the United Church of Canada in 1949 for their current church. At that time, 58A Avenue was named Bond Avenue or Piper Avenue. The current curved eastern portion was achieved from some land exchanges with the City to accommodate drainage services and the bypassing of the Pacific Highway around Cloverdale in the late 1970's.



Plan of "Cloverdale Township" from around 1900, showing current location of the Cloverdale United Church Site.

2. Church Congregation History

By 1900, the Presbyterian and Methodist were established and held services in Cloverdale. In 1925, these two churches were combined into a single denomination, which became known as the United Church of Canada. Initially, the combined congregation worshipped at the Presbyterian Church, which was built in 1891. This former church is located at 5757 176 Street and is used as a commercial use. Behind the church was a hall and beside it the church manse.



A view of the Presbyterian Church built in 1891 and the manse beside it.

A new church was necessary to accommodate the increasing church membership during the post-war growth in Cloverdale. The existing hall was relocated to 17553 58A Avenue. It was significantly altered by additions and construction of the current church. Construction of this church began in 1949 and was completed and opened in 1950. The bell tower at the southeast corner was added in 1959. The manse was moved with the hall and located on a lot east of the church. It was moved again, and now stands at 6533 168 Street on lands developed into the Northview Golf Course.

The Cloverdale United Church as listed on the Surrey Heritage Register in 1998.

3. Existing Appearance

The Cloverdale United Church complex consists of a church building and a church hall facility. The heritage value of this property rests in the architectural, historical, environmental and cultural characteristics. It is also a landmark and has a setting with a number of mature trees.

The Church has a rectangular plan running north-south with projective bays to the east and to the west that give the impression of intersecting transepts. It is an example of the Gothic Revival style, and as a transitional example of the influence of Modern architecture. While the traditional influence is seen in the Gothic pointed-arched windows, steeply pitched gabled roof and the later added bell tower with spire, the influence of modernism may be seen in the plain smooth walls and overall lack of applied ornamentation. Harry Francis Dyke, an English-born construction engineer, designed the church. He also designed the Fleetwood Memorial United Church in a similar style.

The interior of the Church is being modernized. Some of its original interior appointments include the chamfered-profile nave ceiling, cantilevered balcony, leaded windows, wooden pews and wood front door. Although they are not subject to this Agreement, some of the main interior features are being retained as part of the interior alterations in conjunction with the removal and replacement of the hall.



View of church and bell tower.



View from Pacific Highway showing the natural setting.

4. Character-defining Elements

The character-defining elements of the Church are the following:

- prominent location and landmark (bell tower) situated on a slight rise on a corner lot, with mature trees.
- continuous use as a church since the time of construction.
- ecclesiastical form, scale and massing as expressed by its one-storey plus basement height and irregular, rectangular plan with projective bays giving creating an appearance of transepts, prominent bell tower.
- steeply pitched front gabled roof with side gabled extensions.
- concrete foundation and wood-frame construction with stucco-clad exterior.
- Gothic Revival style elements such as its steeply pitched roof, Gothic pointed-arch windows, leaded windows. In addition is the pegged wooden front doors with original hardware and original front entrance with pointed-arch opening.
- The fronting appearance to 58A Avenue, however not functioning as a main access.
- Additional exterior elements such as its partially inset bell tower with pyramidal bellcast roof, rectangular nave with the appearance of transepts and plain wooden window surrounds.
- The Cross on top of the bell tower.
- Fenestration, including: stained glass panels; leaded pointed-arch windows containing operable pivotal insets on the side elevations; pointed-arch stained glass window with floral motif on the front elevation; and leaded, multi-paned double-hung wooden-sash windows.
- Original interior features, including: chamfered-profile nave ceiling with applied acoustical tiles; cantilevered balcony; fir woodwork such as pews, wainscoting, and door and window trim; halfpace stair in narthex with fir balustrade; hanging glass globe ceiling fixtures; chancel opening with impressed design and coved ceiling in chancel; and Gothic arched detailing used for the chancel niche, paneling, pulpit, lectern and railing.

PART II – MAINTENANCE, RENOVATION STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

The portion of the building behind the Church used as a hall, daycare and other related spaces may be demolished, provided care is taken to insure that the Church is safeguarded from any structural damage or damage to the exterior elevations.

Renovation of the Church is to be undertaken together with the construction of a new hall as provided for by the Conservation Plan.

B. Requirement to Establish a Maintenance Strategy

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

The Maintenance Plan shall be prepared with input from an architect that is acceptable to the City, who is knowledgeable in the renovation of heritage buildings. 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, sealing, weather-stripping and similar protective coatings.

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 (1) year of the adoption of a by-law to enter into this Agreement.

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

- (a) A description and a time schedule for the renovation, 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 – 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 building;
- (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 Manager, Planning and Development, and if deemed necessary by the General Manager, Planning and Development, the approval of the Heritage Advisory Commission.

2. Renovation Standards

The British Columbia Heritage Trust Conservation Standards "Technical Paper Series Numbers 9, 10 and 11" (dated November 1989) or successor standards as may be approved by the City are to apply to all construction, maintenance, renovation or renovation works undertaken under Parts II or III on the Church.

3. Timing and Phasing

Renovation of the Church is to be undertaken together with the construction of a new hall as provided for by the Conservation Plan. The construction may be undertaken in phases, subject to the approval of the General Manager, Planning and Development.

4. Heritage Alteration Permit Approval

- A. Changes to the building, structure, interior or the exterior appearance of the Church or 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 or designate to be minor in nature and not affecting the character-defining elements of the Church;
 - (b) renovations considered by the City Architect or designate 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 renovation of heritage buildings; or

- (c) simple repair and maintenance of existing elements not affecting the building structure, exterior or interior appearance of the Church on the Lands.
- C. A heritage alteration permit shall be required for alterations including, but not limited to, the following:
 - (a) changes to the Church structure;
 - (b) replacement of existing elements and/or construction of additions or other construction on the Lands;
 - (c) changes to the external appearance of the Church 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.

After the application is submitted to the City, 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.

A heritage alteration permit may not be required for simple repair and maintenance of existing elements not affecting the structure, exterior or interior appearance of the Church on the Lands.

5. Building Permit Approval

Construction, alterations or other actions to be authorized by a building permit shall be consistent with Part II, Part III and attachments to this Conservation Plan, Schedule "B" and heritage alteration permits sanctioning construction, alterations or other actions.

Subject to the review of the building permit by the City Architect or designate, the Architect for the Owner shall certify that the building permit plans are identical to the drawings attached to and forming part of this Conservation Plan.

The City Architect or designate shall review the building permit for the Church renovations before the permit is issued. Minor changes that the City Architect or designate deems do not affect the style of the new construction or its relationship to the Church may be permitted.

As the Church is recognized as a significant historic site, Building Code equivalencies may be used to lessen visual impacts on the historical appearance or authenticity of the building.

PART III – RENOVATION STANDARDS AND SPECIFICATIONS

1. Foundation

The Church will remain on its original foundation. Foundation work in relation to the proposed new hall will be subject to review to minimize its expose as part of a building permit application.

2. Roof Structure and Cladding

Cedar or metal roofing is preferred for the Church. However, for renovations in conjunction with hall construction, asphalt shingles, including black coloured shingles, may be used for the Church, subject to the approval by the City Architect or designate.

Existing metal cladding of the bell tower is to be retained and replaced by the same in event it becomes necessary.

3. Building Envelope, Exterior, Wood Detailing And Trims

The exterior finish of the Church and the hall is acrylic stucco. The Church shall be painted white, and the hall may be the same colour or painted a different colour, subject to the approval of the City Architect or designate, to distinguish it from the rest of the structure.

There will be no facia or other signs mounted on church or the hall.

4. Interior Condition

Not subject to this Part.

5. New Construction

The structure containing the hall, related meeting rooms and daycare facility will be demolished and replaced by a new structure. The finish of the new structure will be the same as the Church and the design will be compatible. Detailing for the new structure will allow the church and its historic fabric to be distinguished from the rest of the building.

As a condition of the heritage revitalization agreement, the addition shall be constructed in the location and shall have an exterior design consistent with that shown on Drawings 1 though 6, inclusive, attached to this Conservation Plan. Changes that further differentiate the Church from the new hall addition may be permitted as a minor amendment, subject to the approval of the City Architect or designate, and the General Manager Planning & Development Department may refer such changes for advise from the Heritage Advisory Commission.

The new hall addition shall not be considered to be a heritage building for the purposes of this heritage revitalization agreement or for financial assistance available through the City. A building permit for the new construction shall only

be issued at the same time or after a building permit has been issued for the renovations of the Church in accordance with Part II Section 5 of this Conservation Plan.

The City Architect or designate shall review the building permit for this new addition before the building permit is issued. Minor changes that the City Architect or designate deems do not affect the style of the new construction or its relationship to the Church may be permitted.

6. Site Feature, Landscaping and Fences

Efforts will be taken to retain the mature trees in the eastern portion of the site. Any trees necessary to be removed will be subject to requirements in the Tree Protection Bylaw.

7. Trees, Streetscape and Street Interface

Landscaping shall be provided in accordance with Drawing 7.

8. Accessory Buildings and Structures

Accessory buildings may be provided in accordance with the zoning by-law.

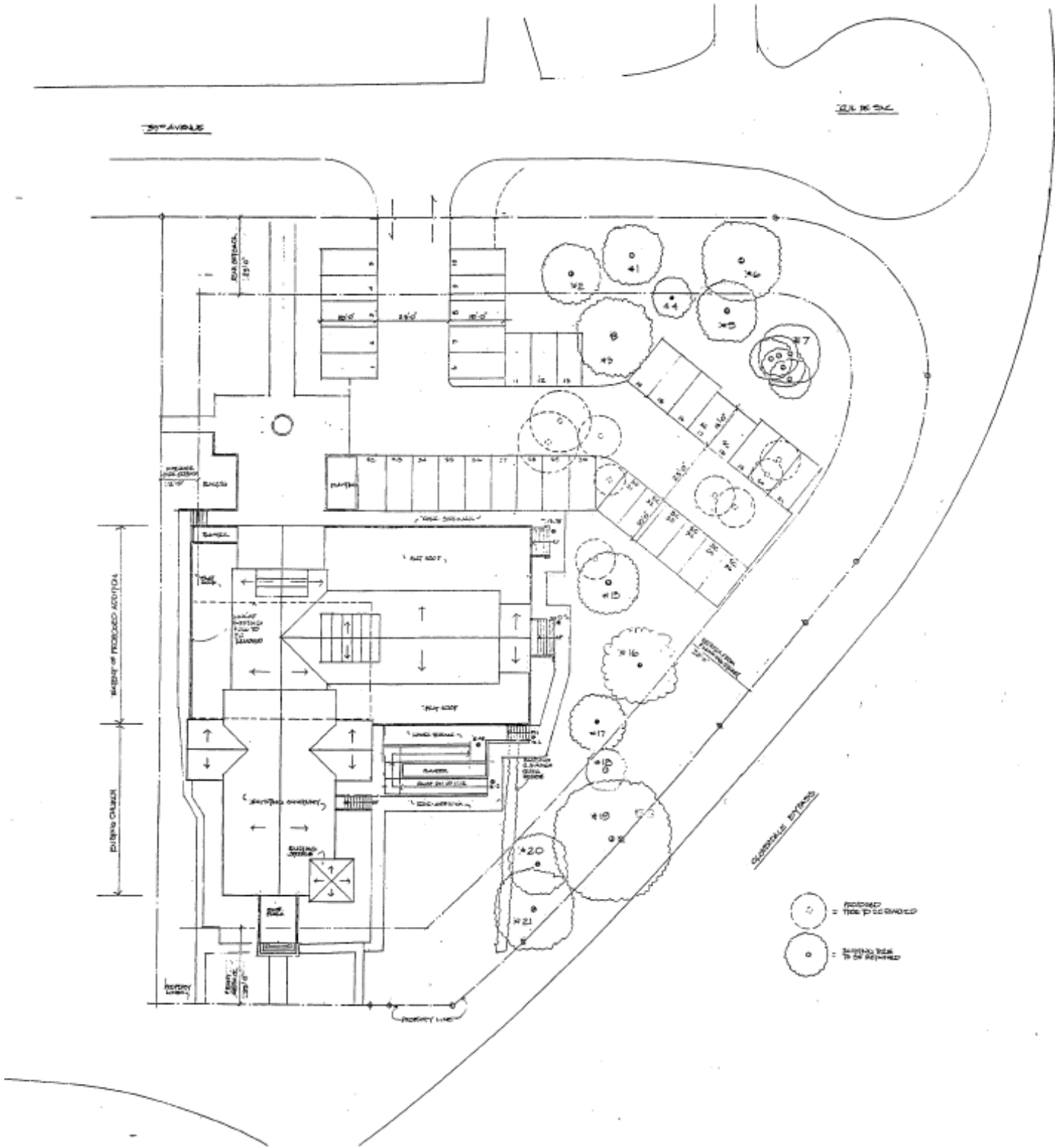
9. Plans and Elevations

The following plans are attached and form part of this Conservation Plan:

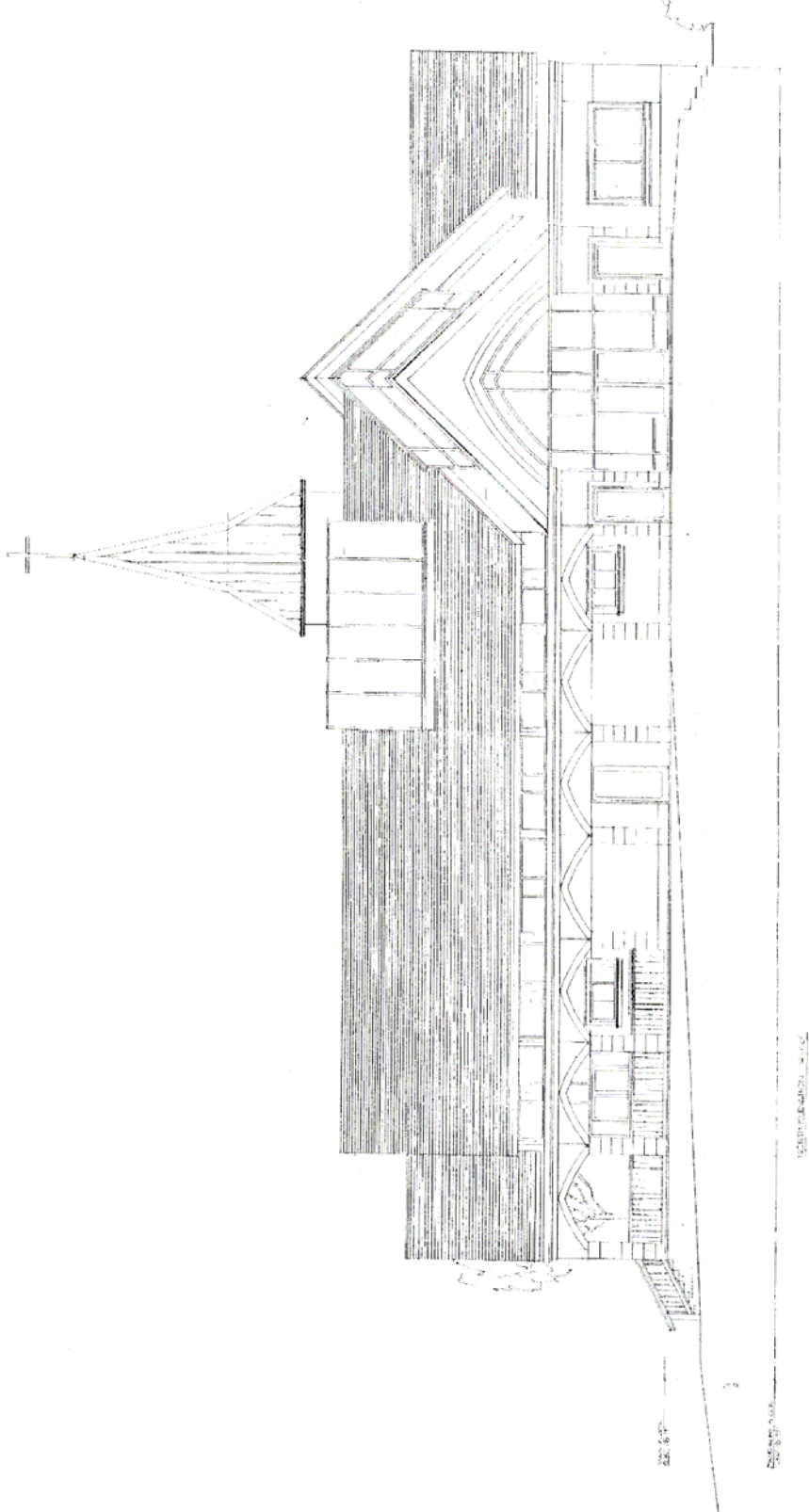
- Drawing 1 Site and Parking Plan
- Drawing 2 Elevation
- Drawing 3 Elevation
- Drawing 4 Elevation
- Drawing 5 Elevation
- Drawing 6 Elevation
- Drawing 7 Landscaping

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

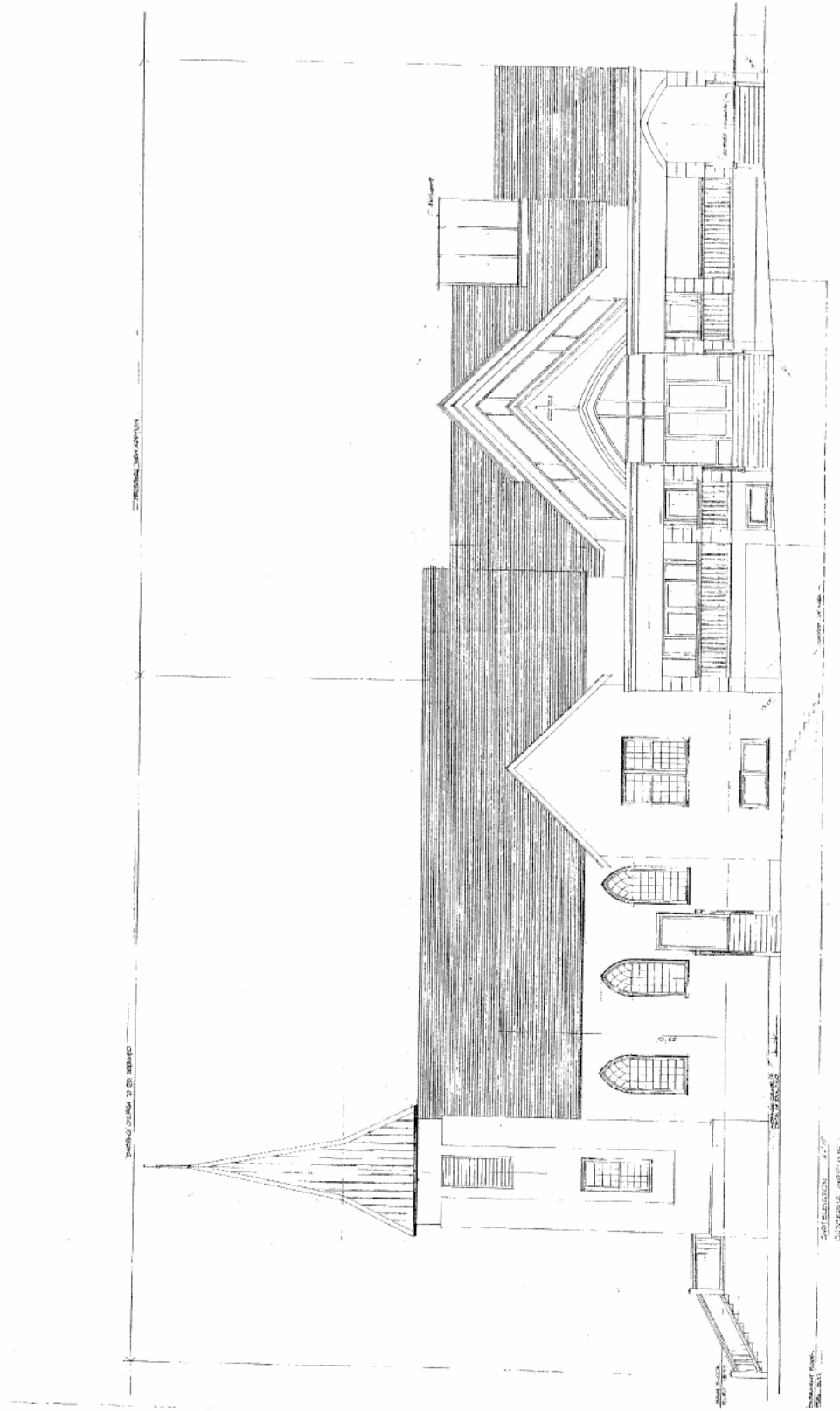
**ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN
DRAWING 1 - SITE AND PARKING PLAN**



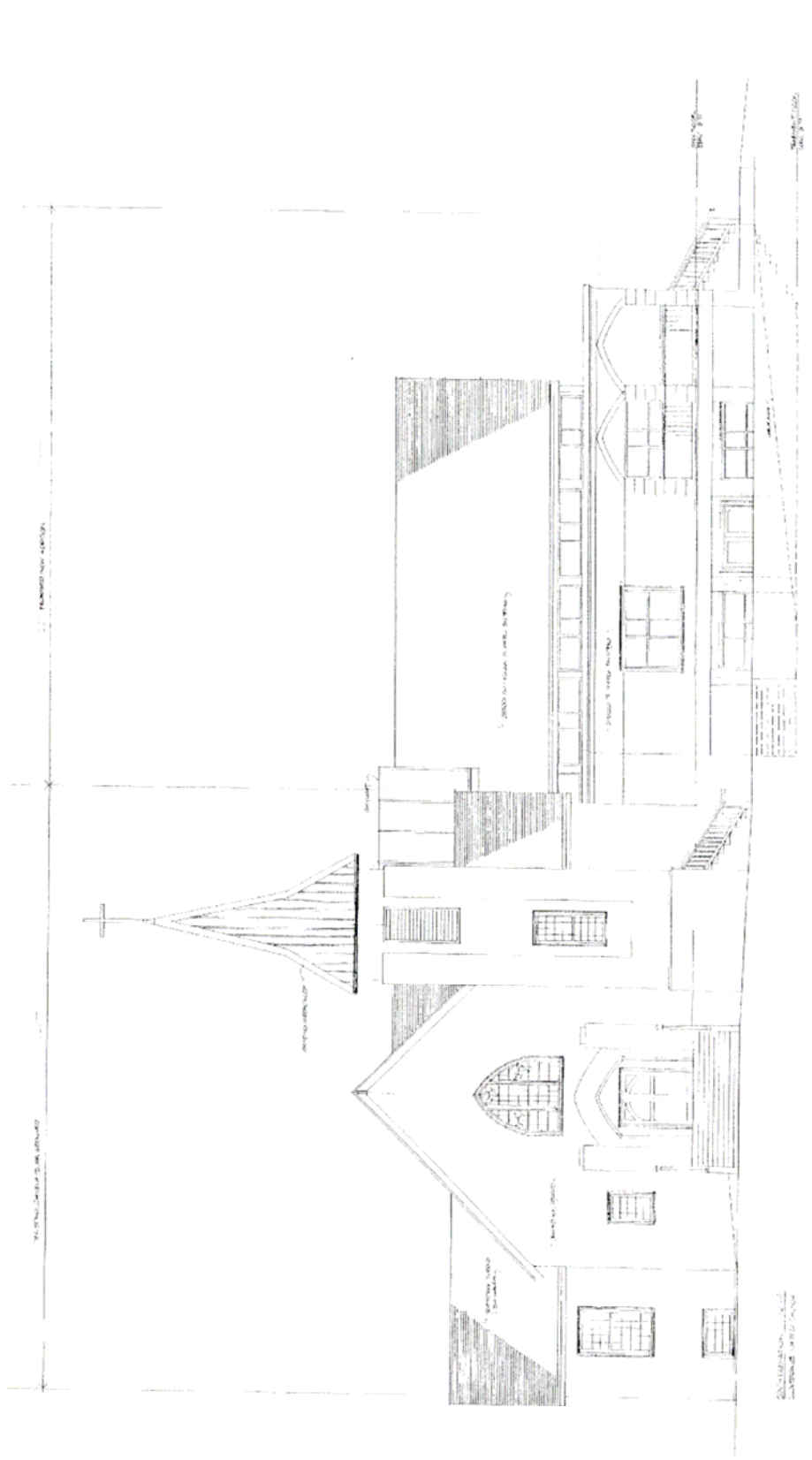
ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN
DRAWING 2 - ELEVATION



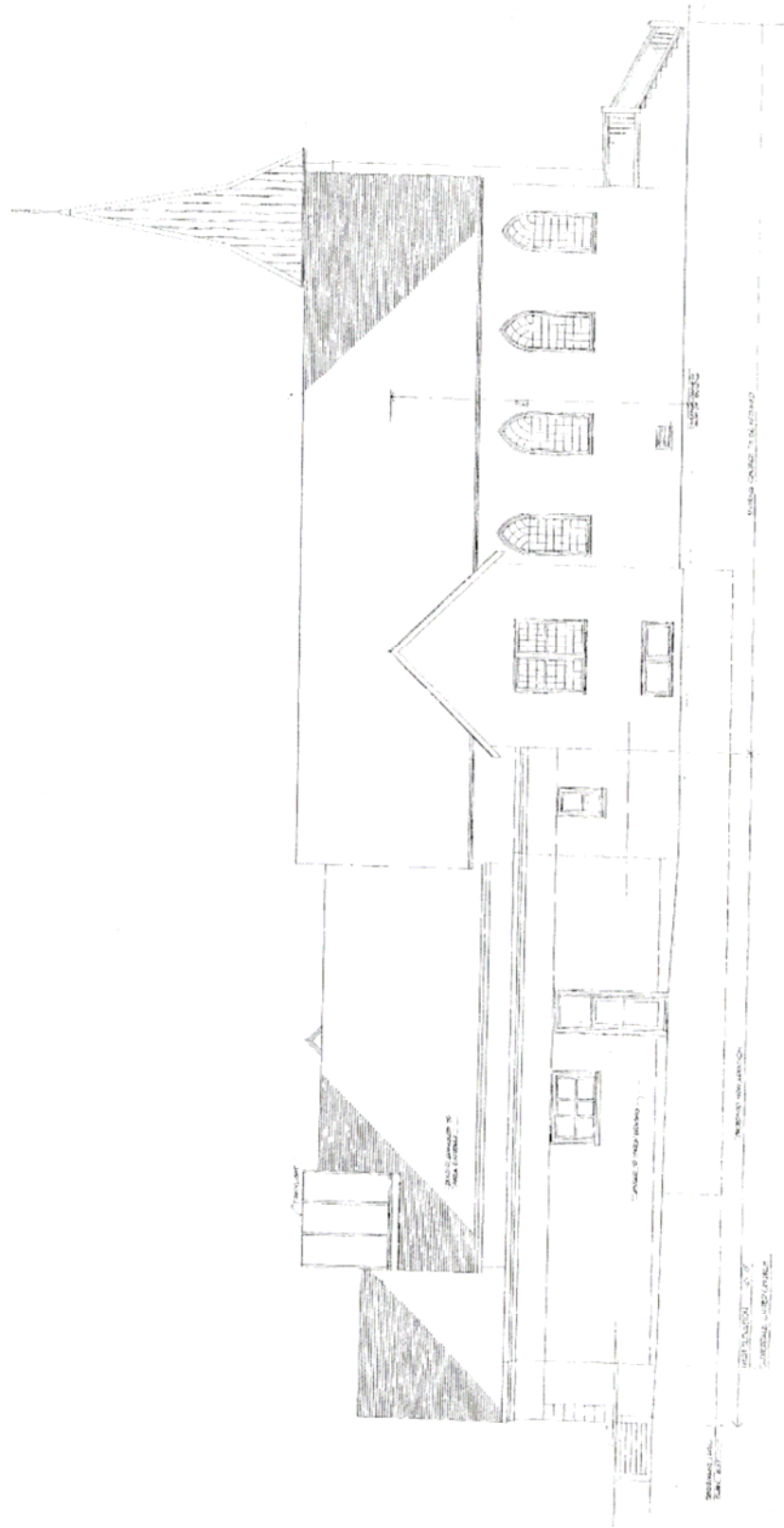
ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN
DRAWING 3 - ELEVATION



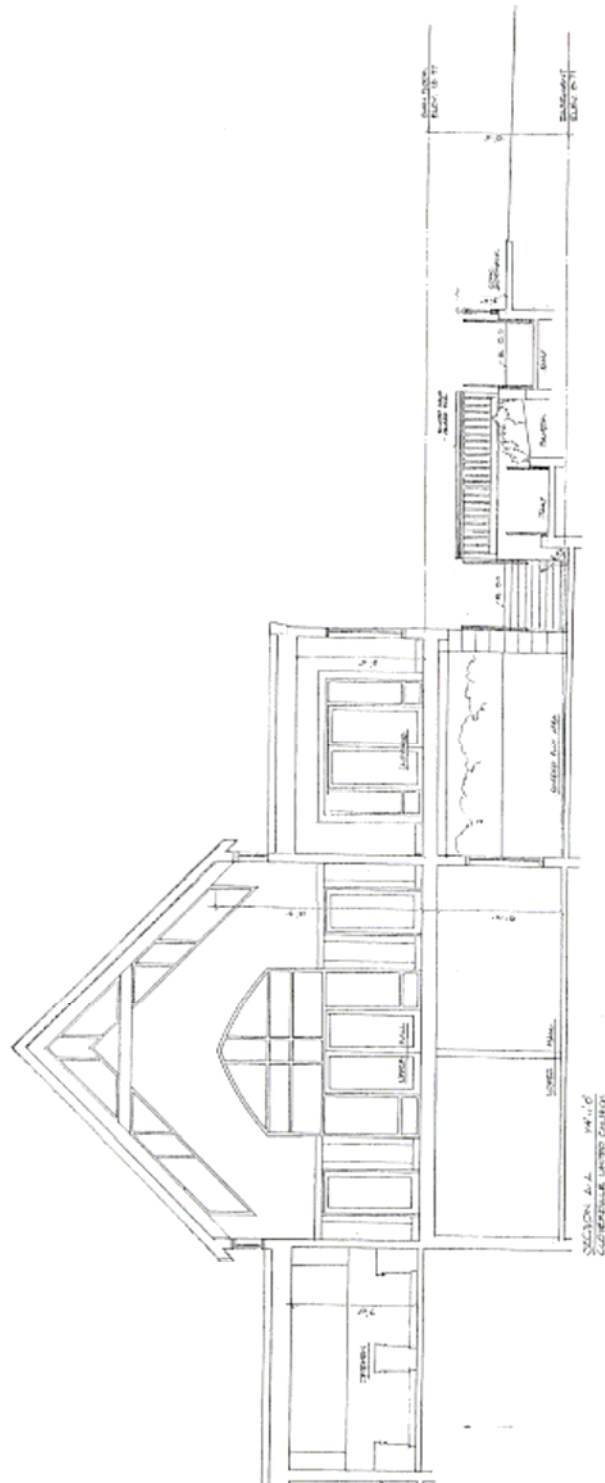
ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN
DRAWING 4 - ELEVATION



ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN
DRAWING 5 - ELEVATION



ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN
DRAWING 6 - ELEVATION



Schedule "B"

PROVISIONS TO VARY AND SUPPLEMENT CITY BY-LAWS

Zoning Bylaw:

City of Surrey Zoning By-law, 1993, No. 12000, as amended, is varied or supplemented with respect to the Lands as follows:

- (1) In Part 5 Parking and Loading, Section C Required Off-Street *Parking Spaces*, Subsection 1, Table C.4: Parking Requirements for Institutional Uses is varied by reducing the parking requirement for the *Church* to a minimum of 32 *parking spaces*;
- (2) In Part 31 Assembly Hall 1 Zone (PA-1), Section F. Yards and Setbacks; Subsection 1, is varied by adding Subsection (3) as follows:
 - "3. Notwithstanding Section F.1, the *side yard* on the west side of the Lands shall be greater than or equal to 3.0 metres [9.8 feet]."and
- (3) In Part 31 Assembly Hall 1 Zone (PA-1), Section H. Off-Street Parking and Loading/Unloading; Subsection 2, is deleted and replaced by the following:

"No off-street parking shall be permitted within the *front yard setback* or the *side yard setback* along a *flanking street*, except for the 4 *parking spaces* along the entrance driveway to 59th Avenue, provided that these 4 *parking spaces* shall not be within 3.2 metres [10 feet 4 inches] from the north *lot line*."

(Note: Terms used in Schedule "B" 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.)

Surrey Subdivision and Development By-law:

Surrey Subdivision and Development By-law, 1986, No. 8830, as amended, is varied or supplemented with respect to the Lands as follows:

- (1) Relax the requirements of Section 19 and associated Schedule "A" by not requiring the Owner to construct roadworks along the 59 Avenue frontage and sidewalk between the 59 Avenue cul-de-sac and 176 Street;
- (2) Relax the requirement of Section 27 (c) and the associated Schedule "B" by not requiring the Owner to pay the prescribed processing fee with respect to this heritage revitalization agreement.