

CITY OF SURREY

BY-LAW NO. 17144

A by-law to amend the provisions of "Surrey Heritage Revitalization Agreement By-law, 2005, No. 15623."  
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The Council of the City of Surrey, in open meeting assembled, ENACTS AS FOLLOWS:

1. "Surrey Heritage Revitalization Agreement By-law, 2005, No. 15623" is hereby amended as follows:
  - (a) The City of Surrey is hereby authorized to enter into an amendment to the heritage revitalization agreement regarding certain lands and premises located within the City of Surrey and more particularly known and described as:

Parcel Identifier: 026-323-184  
Lot 1 Section 34 Township 8 New Westminster District Plan BCP17777  
9568 – 192 Street
  - (b) The terms and conditions of the amending agreement (the "Amending Agreement") are attached to and form part of this By-law as Schedule "1", and the Amending Agreement becomes an addition to the heritage revitalization agreement which forms Schedule "1" of "Surrey Heritage Revitalization Agreement By-law, 2005, No. 15623".
  - (c) The Mayor and Clerk are hereby authorized and empowered to sign and affix the Corporate Seal to the Amending Agreement and do all acts necessary and incidental to the completion of the Amending Agreement.
2. This By-law shall be cited for all purposes as "Surrey Heritage Revitalization Agreement By-law, 2005, No. 15623, Amendment By-law, 2010, No. 17144".

PASSED FIRST, SECOND and THIRD READINGS on the 22<sup>nd</sup> day of March, 2010.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 12th day of April, 2010.

\_\_\_\_\_MAYOR

\_\_\_\_\_CLERK

**Schedule 1**

**SURREY HERITAGE REVITALIZATION AGREEMENT  
BARON VON MACKENSEN HOUSE  
AMENDING AGREEMENT**

**THIS AGREEMENT** dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2010.

**BETWEEN:**

**CITY OF SURREY**  
14245 - 56th Avenue  
Surrey, B.C., V3X 3A2

(the "City")

**OF THE FIRST PART**

**AND:**

**BARON MANOR CENTRE LTD., INC. NO. 714826**  
5757 - 136 Street  
Surrey, B.C.  
V3X 1J4

(the "Owner")

**OF THE SECOND PART**

**WHEREAS:**

- A. The City and Baron Manor Centre Ltd., Inc. No. 702256 (the "Previous Owner") entered into a Heritage Revitalization Agreement dated for reference January 24, 2005 (the "Agreement") for the restoration, maintenance, and protection of the Baron Von Mackensen House, as more particularly described in the Agreement;
- B. Each capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Agreement;
- C. The Previous Owner has transferred the Lands to the Owner, who is bound by the terms and conditions of the Agreement by operation of the Agreement and the *Local Government Act*;
- D. The City and the Owner wish to amend the terms of the Agreement to reflect the change in legal description of the Lands and to update the historical and architectural details set out in the Conservation Plan.

**NOW THEREFORE** this Amending Agreement witnesses that in consideration of the sum of \$1.00 paid by each party to the other and other good and valuable consideration (the receipt and sufficiency of which each party hereby acknowledges), the parties hereby covenant and agree as follows:

**1. Amendments**

The Agreement is hereby amended as follows:

- a. Under the recital, "WHEREAS", Section A., by deleting the reference to the legal description and civic address of the Lands and replacing it with the following:

Parcel Identifier: 026-323-184  
Lot 1 Section 34 Township 8 New Westminster District Plan BCP17777

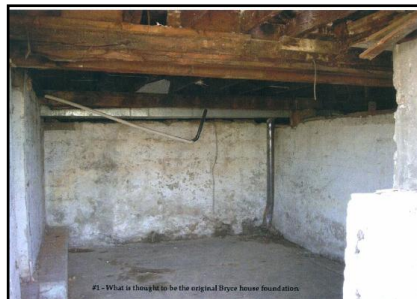
9568 – 192 Street

- b. In Section 14 of the Agreement, by deleting the mailing address of the Owner and replacing it with the following:

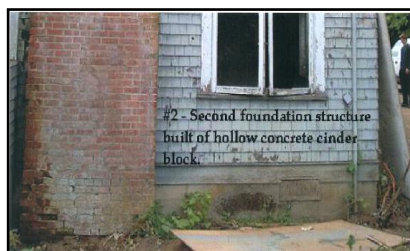
5757 – 136 Street  
Surrey, British Columbia  
V3X 1J4

- c. In Schedule "A" of the Agreement under "Part 1 – Historical and Architectural Background", Section 3, "Exterior Appearance and Structures" by inserting the following new subsection (n) following subsection (m):

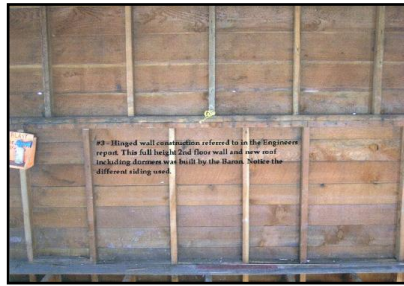
(n)



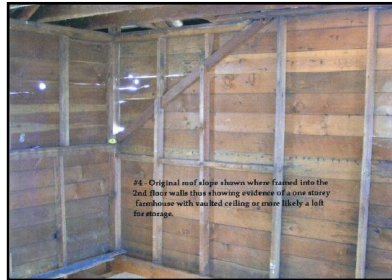
It appears that the first original farmhouse may have been smaller at one time than the current West block of the structure, as evidenced by the smaller foundation walls in the basement. They currently provide no structural support or influence on the building above.



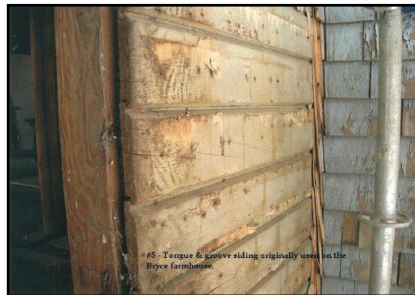
Prior to the 1900s houses generally were not built on concrete foundations so it was likely that the original farmhouse was built on a wood foundation and the basement was later dug out and the foundation installed. This West block or section was made larger at some point in time as evidenced by the concrete block foundation that it now rests on outside of the original foundation.



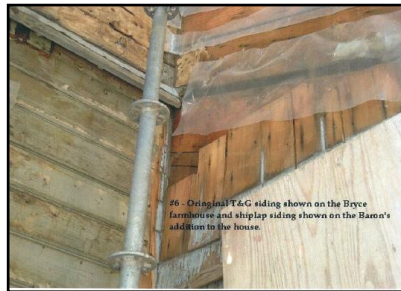
The West wing or core block of the house appears to have been a one-room farmhouse with a loft or attic space as evidenced by the first floor walls, which extend past the second floor joists approximately 3'.



The gable ends also show the slope of the original roofline. At some point (probably before the Baron took ownership as the spacing of studs and rafters are 24 -30" apart) the owner extended the walls for a second storey and built a new roof complete with dormers.



The Baron's influence is evidenced again by a change in siding from a tongue and groove siding (see upper picture) used on the original house footprint and a shiplap siding (see lower picture) used on the East wing. The Siding on the East Wing was installed on a 45-degree angle, which shows the Baron's Architectural background and knowledge of structural issues. The East wing addition also has the wall studs spaced at 16" on center and the floor joists spaced at 24" on center further showing his structural knowledge and financial capacities. The Baron's East Wing addition is also evidenced by the original builders tongue and groove siding found on the interior partition wall that divides the house North/South.



## 2. Due Execution

The Owner hereby represents and warrants to the City that this Amending Agreement has been duly authorized and executed by the Owner and that the delivery of this

Amending Agreement has been duly authorized by all necessary corporate action on the part of the Owner.

**3. Full Force and Effect**

The City and the Owner hereby agree that the Agreement shall hereinafter be read and construed in conjunction with this Amending Agreement and be regarded as being amended only to the extent herein provided that all the terms, covenants, provisos, conditions and provisions of the Agreement, as amended hereby, shall continue to be in full force and effect and nothing herein contained shall operate or be construed to modify or otherwise affect the rights and obligations created by the Agreement as amended hereby.

**4. Enurement**

This Agreement shall ensure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Owner.

**5. Notice to be Filed**

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

**IN WITNESS WHEREOF** the parties have executed this Amending Agreement as of the date set out above.

**CITY OF SURREY**

by its authorized signatories

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Dianne Watts  
Mayor

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Jane Sullivan  
City Clerk

**BARON MANOR CENTRE LTD., INC. NO. 714826**

by its authorized signatories

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Rob Randhawa