

CITY OF SURREY

BY-LAW NO. 17645

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: 007-907-541
Section 12 Township 2 New Westminster District Plan

16390 - 64 Avenue

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

Parcel Identifier: 029-041-341
Lot 1 North West Quarter Section 12 Township 2 New Westminster District Plan EPP27945

16390 - 64 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;
- 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").

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, 2012, No. 17645"

PASSED FIRST READING on the 23rd day of April, 2012.

PASSED SECOND READING on the 23rd day of April, 2012.

PASSED THIRD READING on the 23rd day of April, 2012.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 11th day of March, 2013.

_____ MAYOR

_____ CLERK

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SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement By-law, 2012, No. 17645]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the 11th day of March, 2013

BETWEEN:

RDG MEADOWRIDGE DEVELOPMENT LTD.,
INC. NO. 452323
107-19789 - 92A Avenue
Langley, BC V1M 3B3

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,
and having offices at 14245 - 56 Avenue
Surrey, BC 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: 007-907-541
Section 12 Township 2 New Westminster District Plan

16390 - 64 Avenue

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

Parcel Identifier: 029-041-341
Lot 1 North West Quarter Section 12 Township 2 New Westminster District Plan EPP27945

16390 - 64 Avenue

(the "Lands");

- B. The Owner and the City consider that the Lands, including the improvements and features on the Lands, have *heritage value* and *heritage character*;

THIS BYLAW HAS BEEN REPEALED BY BYLAW NO. 18004 on JULY 22, 2013

- 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 "B. McGinn Plan");
- G. The buildings located on the Lands and identified in the Conservation Plan as the Potato and Machinery Storage Barn, the Dairy Building, and the Henry John (Harry) Bose Farmhouse (the "Buildings") are listed on the Surrey Heritage Register and the Owner and the City consider that the Buildings have *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the Buildings.

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 Part 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 Meadow Ridge Development Conservation Plan authored by McGinn Engineering & Preservation Ltd. / Barry McGinn Architect, April 2012 and attached as Schedule "B" (the "B. McGinn Plan").
 - (d) In the event any of the Buildings are damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the Buildings to their 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 Buildings. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration of the Buildings shall reflect the character-defining elements and design components including, but not limited to: the tradition of agricultural use on the property; the terraced hillside site of the barn and dairy, and above it, the house; the views to the west across the lowland; the remains of the painted sign "Meadowcrest Farm/H. Bose & Sons", originally Meadow Ridge; the form, massing and materials of the barn; features of the barn, including the split shake gambrel roof with projecting peaks at the ends, horizontal wood drop siding with vertical trim, the interior wood arched truss frame and the heavy timber framing in the lower level of the potato barn; the interior fittings of the Dairy building and loading dock for milk cans associated with the dairy operation; the Dairy building, including its massing, pair of hipped roofs, materials and detailing (horizontal wood siding and 9-pane wood-sash windows; the farmhouse, including its massing, gabled roof form with canted ridge ends (modified after a chimney fire in the late 1930s), materials and detailing (shingle walls and 3-over-1 wood-sash windows); and the farmhouse landscape all as subject to approval by the City Architect or designate.
 - (e) In the event any of the Buildings are destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the Buildings. 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 Buildings. 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 Buildings 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 any of the three Buildings are destroyed, in addition to the construction of a replica (to be constructed as per the B. McGinn Plan), the Owner covenants and agrees to compensate the City for the loss in heritage value to the community in the amount of \$104,448 for each building indexed to the Vancouver Consumer Price Index (CPI) with 2009 being the base year, except that if the Buildings are 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 Buildings are currently vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the Buildings 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 Buildings, the City may and is authorized to undertake the necessary works to secure the Buildings, 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 Buildings and to conduct an inspection to determine that the security measures continue to be in place.
- (h) As the Buildings are currently vacant and unoccupied, the Owner agrees to post a sign that reads as follows:

PROTECTED HERITAGE SITE

No Vandalism or Removal of Materials

(Maximum individual penalty: \$50,000 and 2 years Imprisonment)

If the Owner fails to post the required sign, the City may and is authorized to post the sign, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands.

- (i) Once the Buildings are occupied, there must be appropriate security measures in place to maintain the integrity and security of the Buildings and Lands. Should the Buildings 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.

- (j) The Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions, as are necessary to ensure that the restrictions and requirements set out in Parts II and III of the Conservation Plan are fully observed, and the Owner shall not do, cause or allow to be done anything that will be in breach of the restrictions and requirements of this Agreement.
- (k) Where required by the City in a heritage alteration permit, the Owner shall provide a security to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan.
- (l) The Owner may apply for funding for the Buildings 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.
- (m) 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, BC V3X 3A2

If to the Owner:

RDG MEADOWRIDGE DEVELOPMENT LTD.,
INC. NO. 452323
107-19789 - 92A Avenue
Langley, BC V1M 3B3

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.

RDG MEADOWRIDGE DEVELOPMENT LTD., INC. NO. 452323

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

CITY OF SURREY

Dianne Watts
Mayor

Jane Sullivan
City Clerk
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. 10/30/13 10:10 AM

SCHEDULE "A"

CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Meadow Ridge Farm History and Heritage Value

Description

The historic place is the Henry John (Harry) Bose (Meadow Ridge) Farm at 16390 64 Avenue in Surrey. The property is comprised of a historic farmhouse on an upper slope of the property, a T-shaped gambrel roofed historic barn built in stages from 1936, a Dairy Building on the north side of the barn, a gable-roofed lower loafing barn addition to the west of the historic barn, and a front and rear barnyard. Adjoining the historic barnyard to the south is the Bose Heritage Forest, a tract of mature forest land with significant regional and community value.

Heritage Value

The property has value for its association with a local and prominent Surrey pioneer family, for its record of technological innovation, for its association with an important early builder, for the barn being an excellent surviving example of a 'textbook' barn, and for being prominent landmark agricultural buildings on a busy thoroughfare. Specifically:

1. The farm was operated by three generations of the Bose family for over a century. Henry Bose acquired the property in Surrey Centre in 1892 and this property in 1900 and was an important and influential personage in Surrey's history. He served as Councillor, Reeve (1905-10) and Police Magistrate for thirty-five years. He was founding member of the Farmer's Institute, the Surrey Cooperative Association and the Cloverdale Odd Fellows Lodge and he was Secretary-Treasurer of the Lower Fraser Valley Agricultural Association. Bose Road, which is now 64th Avenue, was named after him. Henry Bose's sons Harry and Norman assumed responsibility for the farm as Henry got more involved in community activities, with Harry acquiring some of the land in 1940. When Henry died in 1951, the two sons formed a partnership to run the farm. In 1963 this partnership was dissolved and Harry and his wife Freda operated the farm, while Norman farmed his own property to the directly to the east of the Meadow Ridge Farm. Harry's sons Roger and Bob, the third generation of Boses with a direct connection to the farm, were also business and community leaders. Roger focused on operating the farm, while Robert (Bob) Bose was Mayor of Surrey from 1987 to 1996 and served as a municipal councillor until 2011.
2. The original barn was built in 1936 for potato and machinery storage in support of the extensive potato farming operation. The ground floor of this original barn is of concrete exterior wall construction with a wood stud and interior plank interior liner, specifically built for potato storage. The heavily beamed main floor was used for machinery storage. Subsequent to 1936, the original barn was extended south, presumably as a milking barn with hay storage above. In 1939, the west milking barn was constructed as a state-of-the-art stanchion milking barn. This barn was equipped

- with a rail-mounted manure hopper system to facilitate manure handling and disposal, as well as foot pedal operated water faucets at each stanchion. The latest in automated milking machinery was employed and the Dairy building was constructed with a large concrete water tank along the southeast wall set-up for a continuous through-put of ground water for refrigeration of multiple five gallon cans of milk, prior to loading and transport from the loading dock. The south extension of the original barn was used as a calving barn on the ground floor and hay storage above. A loft hopper was constructed with surviving gate equipment to facilitate metering of feed to the ground floor.
3. A heritage landscape assessment has been undertaken by Sharp & Diamond Landscape Architecture Inc., as part of this study. Their research and findings confirm that the Bose Heritage Forest is regionally significant as few large forest tracts have survived in metropolitan areas and the forest has significant potential passive recreational value to local residents. The forest has a long community use history and is home to a wide variety of fauna, including grey owls and barn owls. In addition to establishing the qualitative value of the forest, the farmhouse landscape was assessed. Of particular note were the rockery and pocket orchard.
 4. The 1-1/2 storey clipped gable farmhouse dates from the 1926 and was built for Harry and Freda Bose, where they raised their four children. The dormer on the north side of the house was an addition, as was the kitchen extension.

2. Character Defining Elements

Key character defining elements can be summarized as follows:

- Tradition of agricultural use on the property;
- The terraced hillside site of the barn and dairy, and above it, the house;
- The views to the west across the lowland;
- The remains of the painted sign "Meadowcrest Farm/H. Bose & Sons", originally Meadow Ridge;
- The form, massing and materials of the barn, including the complex plan, which reflects the stages of growth, and the siting within the sloping hillside allowing access to both levels of the 1936-39 barn from grade;
- Features of the two 1930s portions of the barn, including the split shake gambrel roof with projecting peaks at the ends, horizontal wood drop siding with vertical trim, the interior wood arched truss frame and the heavy timber framing in the lower level of the potato barn;
- The interior fittings of the Dairy building and loading dock for milk cans associated with the dairy operation;
- The Dairy building, including its massing, pair of hipped roofs, materials and detailing (horizontal wood siding and 9-pane wood-sash windows);
- The farmhouse, including its massing, gabled roof form with canted ridge ends (modified after a chimney fire in the late 1930s), materials and detailing (shingle walls and 3-over-1 wood-sash windows); and
- The farmhouse landscape.

3. Existing Appearance and Features

A. The Barn

The Barn features:

- T-shaped massing with lower set projections on east side serving as an entrance for machinery or tractors, and a similar projection on north side without an entrance.
- Horizontal wood drop cladding with vertical trim.
- Split-shake cross-gabled gambrel (double-sloped) roof with projecting peaks and smaller lower cross-gabled projections, shed roof dormers continuous with upper slope of main roof. Gabled vents on main ridge.
- Ribbon windows on main level. Hopper operation.
- Interior wood arch truss frame.
- Heavy timber framing on the lower level of the potato barn.

Refer to the following plans and elevations in the B. McGinn Plan: 1A1-01, 1A1-02, 1A2-01, 1A2-02, 1A3-01, 1A3-02



B. The Dairy Building

The simple, utilitarian Dairy Building features:

- Horizontal wood drop cladding.
- L-shaped massing.
- Square 9-pane wood sash windows with hopper operation.
- Cross-hipped low profile shingle roof.
- Square pyramid roofed cupola on main ridge. Boxed eaves.

Refer to the following plans and elevations in the B. McGinn Plan: 1A1-03



C. The Henry John (Harry) Bose Farmhouse

The 1 ½ story farmhouse features:

- Gabled roof with canted ridge ends.
- Shingle walls.
- 3-over-1 wood sash windows.
- Red brick chimneys.

Refer to the following plans and elevations in the B. McGinn Plan: 1A1-04, 1A2-03



PART II – MAINTENANCE, STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

The restoration of the Buildings, 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 Buildings 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 Buildings 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 Buildings;
- (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 9.0 Preventative Maintenance Plan in the B. McGinn 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 Buildings.

Refer to Section 4.0 Conservation Standard Assessment in the B. McGinn Plan.

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 Buildings shall commence with the issuance of a building permit for the development on the Lands. The restorations to the Buildings may be done concurrently with the development. The restorations to the Potato and Machinery Storage Barn and the Dairy Building shall be included in the first phase of development. The Owner shall insure that the restorations to the two Buildings are completed and an occupancy permit or equivalent for the Buildings is 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). Should the restoration of the Potato and Machinery Storage Barn and the Dairy Building be less than 50% completed within phase one of development, a bond equal to the full construction costs must be provided to the City. The restorations to the

Henry John (Harry) Bose Farmhouse shall be completed in the second phase of development.

4. Heritage Alteration Permit(s) Approval

- A. Changes to the buildings, structures, or the exterior appearance of the Buildings, 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 Buildings;
 - (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 Buildings on the Lands.
- C. A heritage alteration permit shall be required for alterations including, but not limited to, the following:
- (a) changes to the structure of the Buildings;
 - (b) changes to the exterior appearance of the Buildings;
 - (c) replacement of existing elements and/or construction of additions;
 - (d) changes to the external appearance of the Buildings 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 B. McGinn Plan, and heritage alteration permits sanctioning construction, alterations or other actions.

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

A. The Potato and Machinery Storage Barn

1. Foundation:

Test pits have been dug as select areas of the Barn perimeter and preliminary geotechnical advisement is for a sectional underpinning for the Barn exterior foundation wall. A new concrete slab on grade will be installed on the interior. The east wall of the Barn is, essentially, a retaining wall and needs to be structurally braced on the interior. Steel, diagonally braced frames will be installed along the east wall, as shown in the drawings included in the B. McGinn Plan.

Refer to section 3.4.1.1 Foundation in the B. McGinn Plan.

2. Roof Structure and Cladding:

It is expected to be able to retain the Potato and Machinery Barn trusses, beams and rafters as they are, and augment the structure through tension rods or cables, thereby preserving the structurally expressive character of the interior space.

It is likely that all of the roof boards will need replacement. A new roof surface of custom long split shakes will be installed.

Refer to section 3.4.1.2 Roof Structure and Cladding in the B. McGinn Plan.

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

Cladding on the Potato and Machinery barn will be retained and preserved where in reasonable condition, and selectively replaced where deteriorated. The building cladding and trim will be prepared and painted the original colours.

Following full photo documentation and colour analysis, the surviving gable-end painted signage will be carefully outlined and professionally re-painted by hand, exactly replicating the original colours, lettering, and overall effect.

Original windows exposed to 64th Avenue and the two original shed dormers on the east and west elevations with their wood muntined windows will be restored.

Rooftop ventilators rooftop ventilators and other distinctive features, such as the electrical conductor connections near the east barn doors and the wires/wire frames/conductors (2 sets) located on the north elevation of the barn will be retained and restored.

Existing Barn doors will be restored, utilizing as much original fabric as possible.

New construction will include a butt-glazed south wall of the potato barn to allow a dramatic view of the barn's interior structure from the shared entry and breezeway with the amenity building.

The body (wood siding) shall be painted with Benjamin Moore 2143-70 Simply White. The trim (window frames, casing, fascia, soffit, and eaves) shall be painted with Benjamin Moore 2043-10 Absolute Green.

Refer to section 3.4.1.3 Building Envelope, Exterior, Wood Detailing and Trims in the B. McGinn Plan.

4. Interior Condition:

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

For all practical purposes, the existing Potato and Machinery Barn interior character will be preserved; contemporary lateral upgrades will be discreetly located, but exposed to view. Surviving interior fittings from the Dairy Barn and Calving Barn, such as the manure hopper system and foot pedal operated valves at each stanchion, will be salvaged for possible re-use as artifacts comprising part of the Interpretive Exhibit in the Dairy Building.

Refer to section 3.4.1.4 Barn Interior Construction in the B. McGinn Plan.

5. New Construction:

New construction will include a butt-glazed south wall of the potato barn to allow a dramatic view of the barn's interior structure from the shared entry and breezeway with the amenity building.

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

6. Landscaping:

Landscaping shall reflect the farmhouse landscape including, but not limited to: orchard plantings along 64 Avenue; community garden plots; and replica rockeries.

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

7. Accessory Buildings and Structures:

No additions or placement of accessory buildings or structures shall be permitted within 3 metres of the Potato and Machinery Storage Barn or the recall of the 1939 barn addition/silos without first obtaining a heritage alteration permit.

8. Plans and Elevations:

The plans and elevations attached to the B. McGinn Plan 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.

Refer to the following plans and elevations in the B. McGinn Plan: 2A1.01, 2A1.02, 2A2.01, 2A2.02, 2A4.01

9. 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.

B. The Dairy Building

1. Foundation:

The Dairy Building shall be restored to its original 1948 appearance and retained in its original location. The building interiors do not require structural upgrade. Concrete spread footings will be installed to support the re-constructed west deck.

Refer to section 3.4.2.1 Foundation in the B. McGinn Plan.

2. Roof Structure and Cladding:

A new roof surface of No. 1 Red cedar sawn shingles will be installed. New regletted step flashing in enamelled sheet iron will be installed at the chimney.

Refer to section 3.4.2.2 Roof Structure and Cladding in the B. McGinn Plan.

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

The Dairy Building is in fairly good condition, requiring basic maintenance to the envelope. The exterior of the Dairy building will be restored to its 1948 original appearance, including the re-instatement of the west deck and the missing support post and stair.

Missing window sashes shall be replaced and existing window frames shall be repaired to match existing. Windows shall be selectively reglazed. All wood windows shall be prepared and repainted. Missing panes shall be replaced with period glass (salvaged rolled glass from the early twentieth century).

The existing wood panel sliding door shall be repaired with a new bottom trim board. The existing hanger and rail assembly shall be reconditioned. The existing damaged gutter shall be replaced. The existing brick masonry chimney shall be repointed and cleaned.

The body (wood siding) shall be painted with Benjamin Moore 2143-70 Simply White. The trim (window frames, casing, fascia, soffit, and eaves) shall be painted with Benjamin Moore 2043-10 Absolute Green.

Refer to section 3.4.2.3 Building Envelope, Exterior, Wood Detailing and Trims in the B. McGinn Plan.

4. Interior Condition:

Except as provided for in this Conservation Plan, changes to the interior of the Dairy Building that affect the exterior appearance are not permitted without prior issuance of a Heritage Alteration Permit.

Minor electrical and plumbing upgrades are permitted to allow the re-use of the building as a gardener's shed and secure on-site location for interpretive panels.

Refer to section 3.4.2.4 Interior Condition in the B. McGinn Plan.

5. New Construction:

New construction not provided for in this Conservation Plan will be subject to a Heritage Alteration Permit.

6. Landscaping:

Landscaping shall reflect the farmhouse landscape including, but not limited to: orchard plantings along 64 Avenue; community garden plots; and replica rockeries.

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

7. Accessory Buildings and Structures:

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

8. Plans and Elevations:

The plans and elevations attached to the B. McGinn Plan 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.

Refer to the following plans and elevations in the B. McGinn Plan: 2A1-03

9. 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.

C. The Henry John (Harry) Bose Farmhouse

1. Foundation:

The Henry John (Harry) Bose Farmhouse will be relocated from its current location to a new central location and set on a new reinforced concrete foundation. The concrete basement will allow alterations for additional windows to be developed in the basement areas.

Refer to section 3.4.3.1 Foundation in the B. McGinn Plan.

2. Roof Structure and Cladding:

A new No. 1 red cedar sawn shingle roof surface will be installed on the farmhouse. New enamelled sheet steel step flashing will be installed on the existing brick chimneys. The fireplace chimney will be braced and moved with the house, but the furnace chimney is too tall and slender to sustain a move and will be dismantled and rebuilt with the original salvaged brick. The fireplace brick chimney will be repointed and cleaned in the relocated location. The fireplace chimney will be set on a new concrete foundation integral to the foundation wall and the furnace chimney will be supported on framing within the attic.

Refer to section 3.4.3.2 Roof Structure and Cladding in the B. McGinn Plan.

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

The farmhouse requires some sash replacement and reglazing and new exterior paint. Some selective wood shingle cladding replacement and brick masonry repointing/cleaning are required.

Apart from a new rear stair and a reconfigured rear porch and door, the building's exterior superstructure shall be restored to its original appearance.

The body (shingle siding) shall be painted with Benjamin Moore 2043-10 Absolute Green. The trim (window frames, casing, fascia, soffit, eaves, and wood siding at basement level) shall be painted with Benjamin Moore 2143-70 Simply White.

Refer to section 3.4.3.3 Building Envelope, Exterior, Wood Detailing and Trims in the B. McGinn Plan.

4. Interior Condition:

Except as provided for in this Conservation Plan, changes to the interior of the Henry John (Harry) Bose Farmhouse that affect the exterior appearance are not permitted without prior issuance of a Heritage Alteration Permit.

Most of the interiors are original, including doors and hardware, and have strong heritage character. The interior window casings shall be retained and reused in the rehabilitation. Where possible, existing fir flooring and baseboard will be retained.

Refer to section 3.4.3.4 Interior Condition in the B. McGinn Plan.

5. New Construction:

New construction not provided for in this Conservation Plan will be subject to a Heritage Alteration Permit.

6. Landscaping:

Landscaping shall reflect the farmhouse landscape including, but not limited to: orchard plantings along 64 Avenue; community garden plots; and replica rockeries.

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

7. Accessory Buildings and Structures:

No additions or placement of accessory buildings or structures shall be permitted within 3 metres of the Henry John (Harry) Bose Farmhouse without first obtaining a heritage alteration permit.

8. Plans and Elevations:

The plans and elevations attached to the B. McGinn Plan 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.

Refer to the following plans and elevations in the B. McGinn Plan: 2A1-04, 2A1-05, 2A2-03

9. 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.

(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.)

SCHEDULE "B"

Meadow Ridge Development Conservation Plan

by McGinn Engineering & Preservation Ltd. / Barry McGinn Architect, April 2012

(Attachment on file)

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