## CITY OF SURREY

## BY-LAW NO. 16362

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: 011-237-961 Lot 6 Section 35 Block 5 North Range 2 West New Westminster District Plan 7035

13924 Fraser Highway

Parcel Identifier: 011-237-996 Lot 7 Section 35 Block 5 North Range 2 West New Westminster District Plan 7035

13938 Fraser Highway

Parcel Identifier: 001-998-315 Lot 8 Except: Part Now Road on Statutory Right-of-Way Plan 29489 Section 35 Block 5 North Range 2 West New Westminster District Plan 7035

13950 Fraser Highway

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

Parcel Identifier: \_\_\_\_\_\_ (Lot A Section 35 Block 5 North Range 2 West New Westminster District Plan BCP

\_\_\_\_\_ Fraser Highway

(collectively 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:

- The City is authorized to enter into that certain heritage revitalization agreement, including Schedule "A" 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.
- This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2007, No. 16362."

READ A FIRST AND SECOND TIME on the 2nd day of April, 2007.

READ A THIRD TIME ON THE 2nd day of April, 2007.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 11th day of June, 2007.

MAYOR

\_\_\_\_ CLERK

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#### SCHEDULE "1"

[To City of Surrey Heritage Revitalization Agreement By-law, 2007, No. 16362]

#### HERITAGE REVITALIZATION AGREEMENT

This Agreement made the \_\_\_\_th day of \_\_\_\_\_, 200\_

BETWEEN:

13938 HOLDINGS CORPORATION INC. NO. BC0748261 102 Water Street Vancouver BC V6B 1B2

(the "Owner")

#### OF THE FIRST PART

AND:

<u>CITY OF SURREY</u>, a municipal corporation, and having offices at 14245 56<sup>th</sup> 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: 011-237-961 Lot 6 Section 35 Block 5 North Range 2 West New Westminster District Plan 7035

13924 Fraser Highway

Parcel Identifier: 011-237-996 Lot 7 Section 35 Block 5 North Range 2 West New Westminster District Plan 7035

13938 Fraser Highway

Parcel Identifier: 001-998-315 Lot 8 Except: Part Now Road on Statutory Right-of-Way Plan 29489 Section 35 Block 5 North Range 2 West New Westminster District Plan 7035

13950 Fraser Highway

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

Parcel Identifier: \_\_\_\_\_

(Lot A Section 35 Block 5 North Range 2 West New Westminster District Plan BCP

\_\_\_\_\_ Fraser Highway

(collectively 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 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" to this Agreement (the "Conservation Plan");
- G. The improvements or features identified on the Conservation Plan as the Rolls Carpenter Shop (the "Shop") 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 <u>Local Government Act</u>, R.S.B.C. 1996, c. 323, as amended, re-enacted or consolidated from time to time and any successor statute (the "<u>Local Government Act</u>"), 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, restoration, 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, 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 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 Shop is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the Shop 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 Shop. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration of the Shop shall reflect the character-defining elements and design components including, but not limited to: the false storefront facing the street; the existing wood sign with individual letters mounted in a semi-circular fashion on the false front; the large storefront four-pane wood windows; the wrap around shed roof along Fraser Highway; the shallow-pitched gable roof with integrated vents; the brick chimney; the exterior metal siding on the upper portion of the building; the horizontal wood cladding at the base of the building; the wood fascia boards; the wood windows and doors, style and trim (turquoise in colour, in keeping with the era of construction); the relationship of the building to the street, the site, and to natural grade; and the owner may introduce more authentic material

finishes including, but not limited to: replacing metal with wood windows, cedar shake roofing materials and other changes that are specific to the period of construction or the simple architectural vernacular, subject to approval by the City Architect.

- In the event the Shop is destroyed, the Owner of the Lands accepts the (e) obligation to undertake all necessary construction to create a replica of the Shop. The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to rebuild the Shop. 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 Shop shall reflect the character-defining elements and design components including, but not limited to The false storefront facing the street; the existing wood sign with individual letters mounted in a semi-circular fashion on the false front; the large storefront four-pane wood windows; the wrap around shed roof along Fraser Highway; the shallow-pitched gable roof with integrated vents; the brick chimney; the exterior metal siding on the upper portion of the building; the horizontal wood cladding at the base of the building; the wood fascia boards; the wood windows and doors, style and trim (turquoise in colour, in keeping with the era of construction); the relationship of the building to the street, the site, and to natural grade; and the Owner may introduce more authentic material finishes including, but not limited to: replacing metal with wood windows, cedar shake roofing materials and other changes that are specific to the period of construction or the simple architectural vernacular, subject to approval by the City Architect.
- (f) In the event that the Shop 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 \$100,000 indexed to the Vancouver Consumer Price Index (CPI) with 2007 being the base year except that if the Shop 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 is sole discretion, then payment of compensation by the Owner to the City is not required.
- (g) The Owner of the Lands agrees to maintain the integrity and security of the shop including but not limited to, on-site security, monitored security alarm system, and lighting. If the Owner fails to provide adequate security for the Shop, the City may and is authorized to undertake the necessary works to secure the Shop, 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 Shop 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 By-laws

3. No variations 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 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 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 "Indemnities") 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 Indemnities 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 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 <u>Local Government Act</u> and the <u>Community Charter</u>, 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, restoration, 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 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 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 address of the parties for the purpose of notice shall be as follows:

If to the Owner:

Attention: Eddie Chiu 13938 HOLDINGS CORPORATION INC. NO. BC0748261 102 Water Street Vancouver, BC V6B 1B2

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.

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 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 defined in the <u>Local Government Act</u>, and the <u>Heritage Conservation Act</u>, R.S.B.C. 1996, c. 187, as amended, re-enacted or consolidated from time to time and any successor statute, 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.

### 13938 HOLDINGS CORPORATION INC. NO. BC0748261

by its authorized signatories

Eddie Chiu Director

## **CITY OF SURREY**

by its authorized signatories

Diane Watts Mayor

Margaret Jones City Clerk

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### SCHEDULE "A"

### **CONSERVATION PLAN**

## PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

#### 1. History

Roland Earl Wilfong and Olive Anne Wilfong acquired a block of eight approximately 1-acre lots between Pacific Highway (now Fraser Highway) and Townline Road (now 96 Avenue) immediately west of Nichole Road (140 Street). Shortly thereafter, "Rolls Carpenter Shop", likely named after the owner, was built facing Pacific Highway, later becoming the Trans Canada Highway and now Fraser Highway. The land was acquired in 1969 and remained in the Lehman family until 2006. It is not certain whether the shop ceased to operate before or after family ownership changed.



This photograph from about 2000 shows the prominent "Rolls Carpenter Sign" on this commercial/industrial building built in about 1946 on the Old Pacific Highway

#### 2. Existing Appearance

The condition of the Shop has deteriorated since woodworking operation ceased. However, a number of the building details remain, some of which are depicted below:



The building as it looks more recently, with the large front window boarded, wood and metal shingles and the roof on the side flairing inwards.



Note the wrap around shed roof, that extends out less towards the side door. The other side is the same.



The "unique wood applique sign" is a distinguishing character defining element.





The rear portion of the Shop that is to be removed.



Other abandoned structure associted with the Shop operation.



Some of the machinery pipes still located on the building.



View of the interior.

## **3.** Character-defining Elements

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

- "Boom town front" (false storefront) facing Fraser Highway.
- The large storefront four-pane wood windows;
- The existing "unique wood appliqué sign" (the "Sign") with individual letters mounted in a semi-circular fashion on the false front;
- The wrap around shed roof along Fraser Highway;
- The shallow-pitched gable roof with integrated vents;
- The brick chimney;
- The exterior metal siding on the upper portion of the building;
- The horizontal wood cladding at the base of the building;
- The wood fascia boards;
- The wood windows and doors, style and trim (turquoise in colour, in keeping with the era of construction);
- The relationship of the building to the street, the site, and to natural grade.

## <u>PART II – MAINTENANCE, RESTORATION STANDARDS AND PERMIT</u> <u>APPROVALS</u>

#### 1. General

### A. Requirement to Commence Restorations

The rear portion (southern portion) of the Shop identified as the "rear loading bay" shown in Drawing 4 attached to and forming part of this Conservation Plan and the other out buildings behind (south) of the Shop may be removed.

The portion of the Shop to be retained may be temporarily elevated in order to remove and replace the existing foundation on the Lands. This work shall be undertaken strictly in accordance with the Structural Assessment Report by Luiz Leon and Associates dated May 15, 2006, on file with the City.

The conditions respecting the permitted demolition includes: obtaining a building permit; photo-documentation; and before discarding all the pipes and mechanical elements associated with the former carpentry shop to discuss donating these to the City with City museum staff.

Photo-documentation shall consist of documenting the process of removing the rear portion of the Shop, elevating the structure, preparation and the placement of the Shop on a new foundation and exterior restorations to the Shop including but not limited to the repainting of the sign on the false front on the main (north) façade. The Owner shall submit this report with the photo-documentation to the City within 6 months of final occupancy or equivalent approval by the City to occupy the Shop.

Restoration of the Shop, including the 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 restoration works.

In any event, restorations shall be commenced within 3 months of the adoption date of the by-law to enter into this Agreement.

#### B. Requirement to Establish a Maintenance Strategy

The strategy to ensure ongoing conservation of the Shop 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 restoration 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 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 will be in place as part of the by-laws governing the strata titled development before the first meeting of the owners of the strata development. These maintenance requirements shall not be changed without the consent of the City.

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

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

## 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. Restoration 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, restoration or renovation works undertaken under Parts II or III on the Shop.

## 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 Shop shall commence with the earlier of 6 months from the date of this agreement or with the issuance of a building permit for the townhouse development on the Lands. The restorations to the Shop may be done concurrently with the townhouse development. If the townhouse development is phased, the restorations to the Shop shall be included in the first phase. The Owner shall insure that the restorations to the Shop shall be completed and an occupancy permit or equivalent for the Shop shall be issued before the first strata council meeting (if the development is a strata development) or upon occupancy granted to the residential units (if the development is not a strata development).

## 4. Heritage Alteration Permit Approval

A. Changes to the building, structure, or the exterior appearance of the Shop, 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 Shop;
  - (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 Shop on the Lands.
- C. A heritage alteration permit shall be required for alterations including, but not limited to, the following:
  - (a) changes to the Shop structure;

- (b) changes to the exterior appearance of the Shop;
- (c) replacement of existing elements and/or construction of additions;
- (d) where interior elements are identified, changes to the interior appearance of the Shop; or
- (e) changes to the external appearance of the Shop 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, and heritage alteration permits sanctioning construction, alterations or other actions.

As the Shop 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. To utilize Building Code equivalencies, the Owner shall retain a qualified architect that is acceptable to the City Architect.

## PART III – RESTORATION STANDARDS AND SPECIFICATIONS

## 1. Foundation

The building is to be propped up on temporary supports as the new concrete foundation footings and walls are installed to meet current code requirements. To provide a proper rainscreen cavity wall assembly, the exterior galvanized metal and horizontal wood claddings are to be carefully removed and catalogued, to be re-installed on new pressure treated plywood strips to meet current code requirements for building envelope construction.

## 2. Roof Structure And Cladding

## Windows and doors to be retained and restored:

The existing window frame facing Fraser Highway shall **not** be chemically stripped, repainted and re-glazed. They shall be manually stripped to retain an authentic appearance. The existing window frame on the east side of the Shop near the Fraser Highway end of the Shop, again stripped, repainted and re-glazed. The existing door of the Fraser Highway elevation - stripped, repainted and re-glazed.

## Roofing:

All roof trusses and plank floor decking with structural modifications as required. The brick chimney, re-pointed as required and complete with new base flashings. The existing roof dormer vents, striped and repainted. Cedar shakes are the preferred roof material if it is determined through the restoration process that this was the original roof finish. The City Architect may allow a different material to be substituted.

## Front Sign:

A high degree of care is to be taken in restoring and maintaining this element of the Shop.

The existing ribbed plywood "parquet" pattern Fraser elevation, vertical wood siding and "Rolls Carpenter Shop Woodworking" signage is **not** to be chemically stripped of existing finishes and refinished. They shall be manually scrapped to retain an authentic appearance, to remove peeling paint and to improve adherence of new paint to be applied. The letters are to be off-white, the trim around the letters and the trim of the sign are to be turquoise and the background is to be light grey, provided that the City Architect shall approve the final colours.

## 3. Building Envelope, Exterior, Wood Detailing And Trims

Lower portion is to be horizontal siding and the upper portion is galvanized metal. As much of the existing materials are to be reused and new materials are to be designed to match. These materials are to be removed and shall be catalogued to be re-installed in their original location over a rainscreen cavity. The structure for the existing cantilevered Fraser Highway elevation canopy, complete with new wood trims, roll roofing and GI S plywood soffit painted to match existing.

Wood cladding finish is to be applied to the exterior of the new concrete walls to the same level as the existing elevations.

The colour shall be as follows: Turquoise on wood lettering on false front, wood trims, wood fascia boards; Light grey soffits and walls; Ribbed, galvanized vertical metal cladding; Darker grey stained clapboard wood siding at the base of the building.

## 5. New Construction

The existing rear loading bay from the Shop may be removed. The Shop may be altered to allow handicap access to the Shop. Associated with this is the provision of a rear wood deck area with a stair parallel to the rear wall and down to the east of the building, and a handicap accessible ramp along the west side of the building. The ramp is of concrete construction and will be built in the existing grade. The face of the deck is finished off with squares of cementitious panel board similar to the existing treatment on the "boom town front" facing Fraser Highway.

To provide both light and access into the Shop from the south, the wall is to be opening up a for a large square glazed opening complete with double doors, side and transom lights. A new "boomtown front" complete with a cantilevered canopy, and finished with galvanized metal siding reclaimed from the removed wall areas is required.

## 6. Site Feature, Landscaping and Fences

The proposed landscaping and berm along Fraser Highway will be designed in a manner to allow for the Shop to be visible from Fraser Highway.

## 7. Trees, Streetscape and Street Interface

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

## 8. Accessory Buildings and Structures

No additions or placement of accessory buildings or structures shall be permitted with 3 meters of the Shop without first obtaining a heritage alteration permit.

### 9. Plans and Elevations

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

Drawing 1 Drawing 2 Drawing 3 Drawing 4 Drawing 5 Drawing 6 Drawing 7 Drawing 8 Drawing 9 Drawing 10 Drawing 11 Drawing 12 Drawing 13	Floor Plan Roof Plan Elevation Sections Construction Assemblies Door Schedule Schedule of Finishes Detail Cladding Roof Framing Trusses Truss Reinforcement Truss Reinforcement Detail
Drawing 10	Trusses
U	
Drawing 14 Drawing 15 Drawing 16 Drawing 17 Drawing 18	Truss Reinforcement Detail Foundation and Floor Plan Foundation Wall Detail Foundation Wall Detail Beam
Drawing 19	Beam Detail

## 10. Other

Minor changes to the provisions of Part III Sections 1- 19 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.

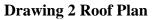
(Note: Terms used in Schedule "A" of this Agreement that are italicized are defined in Surrey Zoning By-law, 1993, No. 12000, as amended, and shall take their meaning from the by-law.)

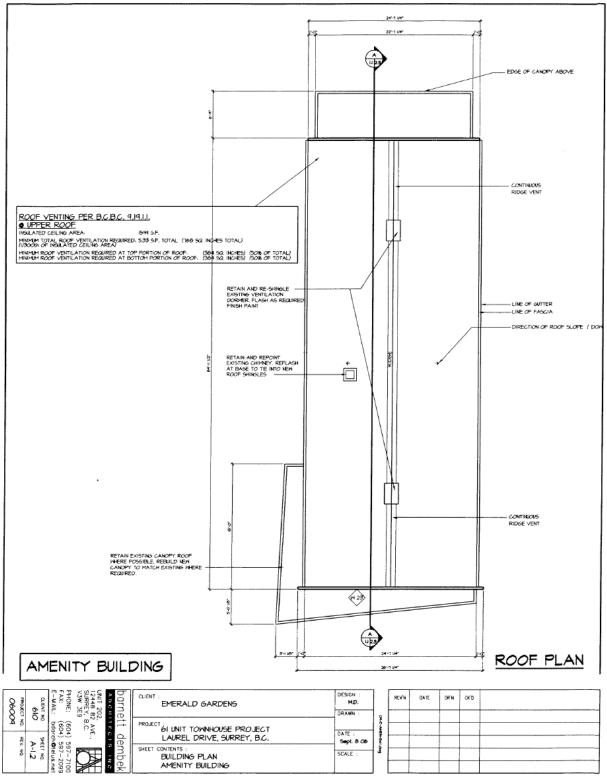
**Drawing 1 Floor Plan** 3 MR 11 22 2-3 50 \$1.01 5.0 DASHED LINE \_\_\_\_ INDICATES EXISTING LOADING BAY TO BE REMOVED RAIL 35 7.5 4 RISERS 0 D.T. (CONFIR 27-21 EDGE OF CANOPY ABOVE 1000000 ----南 2 X 6 ROLL EDGED PRESSURE DECK PLANKING • 6" 0.6. REATED R0N5 0 11 |\* NCOTIO CONCRETE RAMP C/H METAL FIRE HANDRAL Į  $\odot$ 섥 9 HANDRAIL ROVIDE METAL 3-01 A.F.F. (\*) IN 12 RAMP  $\odot$ è SALVAGE 2 × 4 0 I V2° O.C. FROM EXISTING BULDING. LOUNGE 10.00 .+N 9.H  $\odot$ 20.54 GAS FIREPLACE NON-COMBUSTIBLE HEARTH AND FACING TO OWNER'S SPEC'S Ż 63 M 7-2 10 17  $(\mathbf{x})$ æ RAMP EXISTING CRIMNEY TO REM þ • 1.4 1.4 2.00 T REMOVE EXISTING METAL AMNING 6 Β 2 ELEC. Θ e . KITCHEN WER FROM ş A-0 3.4 100 SHORING OF FLOOR STRUCTURE REQUIRED AT MEST HALL -PRIOR TO CONSTRUCTION, SHORING MUST MEET THE REQUIREMENTS OF STRUCTURAL ENGINEER. .... 0-234 I RUN @ II 2 0 No. 6 (r 2) 2 6 DARK LINES INDICATE RE-USED WALL 1.1MEN þ LOUNGE 0.0 ٢ ..... € ENTRY  $\odot$ 22 3.0 DN -----1- x5 NOTE. EXISTING FRONT ELEVATION INROOMS P AND Q DOOR IS ALL SOLID ZX4 EXTERIOR INALLS ROOT TRUSSES AND PLANK DECKING TO BE RETAINED AND RE-USED IN RE-BUILDING. 20.1141 FROPOSED PROPERTY LINE 201-21141 1.6 56 0, 3.7 4.40 587 FLOOR PLAN 241-11-4 AMENITY BUILDING ÷) ( i ) 22 bornett demt A GCHTY F.C. 13 UNIT 202. 12448 82 AVE. SUBREY, B.C. V3W 3E9 PHONE: FAX: E--MAJL: DESIGN M.D. CLIENT REVN DATE DR'N CK'D 06009 EMERALD GARDENS DRAWN 8 (604 bdor PROJECT 61 UNIT TOWNHOUSE PROJECT LAUREL DRIVE, SURREY, B.C. -Andin duri dang DATE 1] 597~7100 4] 597~2099 rch@telus.net A-1,1 REV. NO. 5001. 8 00 CONTENTS : BUILDING PLAN AMENITY BUILDING SHEET SCALE

## ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN

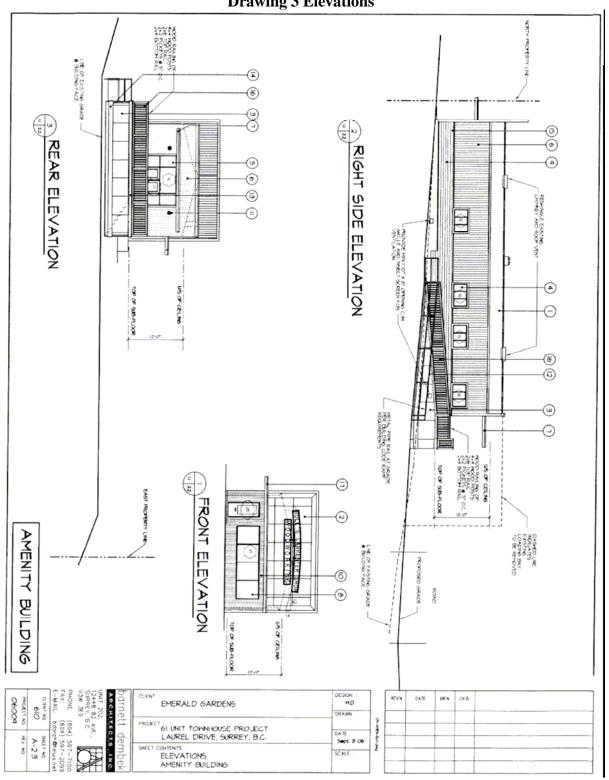
- A-11 -

ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN



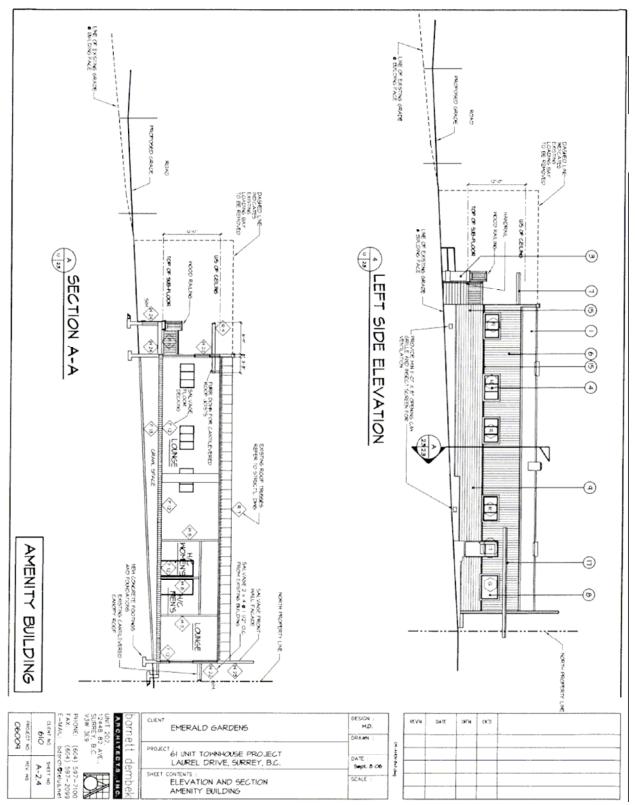


## ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN Drawing 3 Elevations

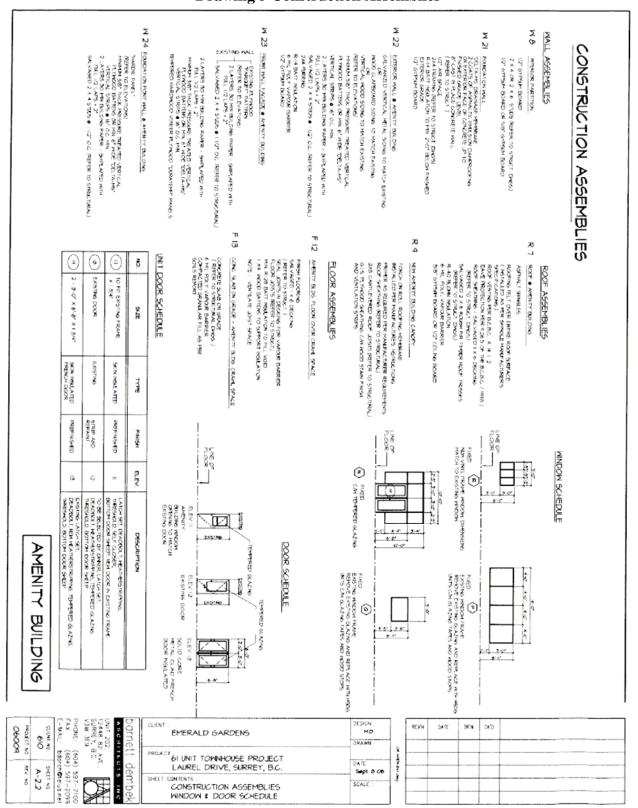


# ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN





### ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN Drawing 5 Construction Assemblies



## ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN Drawing 6 Door Schedule

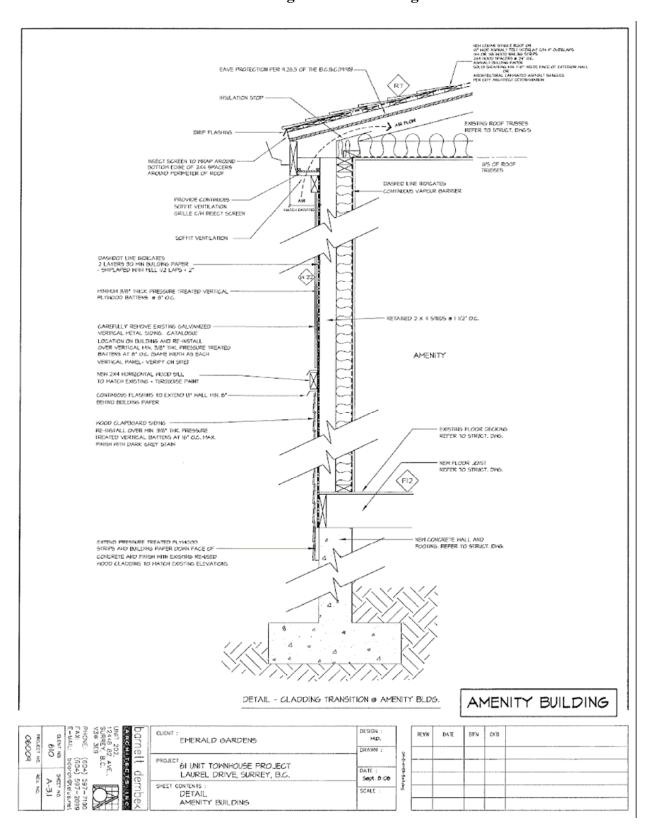
			· · · · · · · · · · · · · · · · · · ·		
NO.	SIZE	TYPE	FINISH	ELEV.	DESCRIPTION
	9'-0* X 7'-0*	SECTIONAL OVERHEAD GARAGE DOOR	PAINTED	1	TO BE SELECTED BY OWNER COMPLETE WITH ALL RELATED HARDWARE
2	3'-0" X 6'-8" X I 3/4"	S.C. METAL SKIN INSULATED PANEL	PREFINISHED	2	TO BE SELECTED BY OWNER, LATCH SET, DEADBOLT, MEATHERSTRIPPING, THRESHOLD, BOTTOM DOOR SHEEP, DOOR VIENER.
۲	2'-8* × 6'-8* × I 3/4*	S.C. METAL SKIN INSULATED PANEL	PREFINISHED	э	LATCH SET, DEADBOLT, MEATHERSTRIPPING, THRESHOLD, SELF CLOSER, BOTTOM DOOR SHEEP.
٩	3'-0" × 6'-8' × I 9/4'	METAL SKIN INSULATED FRENCH DOOR	PREFINISHED	4	TO BE SELECTED BY OWNER, LATCH SET, DEADBOLT, HEATHERSTRIPPING, TEMPERED GLAZING, THRESHOLD, BOTTOM DOOR SHEEP
5	2'-6* X 6'-8* X I 3/8*	HOLLOW CORE WOOD FLUSH	PAINTED	5	LATCHSET
٢	2'-6* × 6'-8* × I 3/8*	HOLLOW CORE WOOD FLUSH	PAINTED	5	PRIVACY SET
7	2'-4" × 6'-8" × I 3/8"	HOLLOW CORE WOOD FLUSH	PAINTED	5	PRIVACY SET
۲	4'-0* × 6'-8* × I 3/8*	HOLLOH CORE BI-FOLD	PAINTED	6	CM TRACKS & PULS 4 PANEL
٩	3'-0' X 6'-8' X I 3/8'	HOLLOH CORE BI-POLD	PAINTED	٦	CM TRACKS 4 FULLS 2 PANEL
(10)	2'-6" × 6'-8" × I 3/8"	HOLLOW CORE BI-FOLD	PAINTED	г	C/M TRACKS & PULLS 2 PANEL
1	2'-O* × 6'-8* × I 3/8*	HOLLOW CORE BI-FOLD	PAINTED	٦	C/M TRACKS & FULLS 2 PANEL
12	2 - 2'-4* × 6'-8* × I 3/4*	METAL SKIN INSULATED PANEL	PREFINISHED	θ	LOCKSET, VEATHERSTRIPPING, THRESHOLD, SELF CLOSER, BOTTOM DOOR SHEEP
(1)	ð'-O* X 6'-ð* X I 3/ð*	HOLLOW CORE BYPASS	PAINTED	٩	C/M TRACKS & PULLS 2 PANEL
14	1'-6* × 6'-8* × 1 3/8*	HOLLOW CORE BI-FOLD	PAINTED	т	C/M TRACKS & PULLS 2 PANEL
•	2'-4" × 6'-6" × 1 3/6"	HOLLOW CORE POCKET	PAINTED	Ø	CAN TRACKS & PULLS PRIVACY SET
(6)	3'-0* × 6'-8* × I 3/8*	SOLID CORE	PAINTED	5	GAN LEVER TYPE PRIVACY SET, BUTT HINGES
1	TO FIT EXISTING FRAME X I 3/4"	S.C. METAL SKIN INSULATED PANEL	PREFINISHED	II	LATCH SET, DEADBOLT, MEATHERSTRIPPING, THRESHOLD, SELF CLOSER, BOTTOM DOOR SHEEP, NEW DOOR IN EXISTING FRAME
6	EXISTING DOOR	EXISTING	STRIP AND REPAINT	12	TO BE SELECTED BY OWNER, LATCH SET, DEADBOLT, MEATHERSTRIPPING, TEMPERED GLAZING, THRESHOLD, BOTTOM DOOR SMEEP
R	2 - 3'-0" × 6'-6" × I 3/4"	METAL SKIN INSULATED FRENCH DOOR	PREFINISHED	13	EXISTING LATCH SET, DEADBOLT, NEW MEATHERSTRIPPING, TEMPERED GLAZING, THRESHOLD, BOTTOM DOOR SMEEP
20	5'-O* × 6'-8* × I 3/8*	HOLLOW CORE BI-FOLD	PAINTED	6	C/M TRACKS & FULLS 4 PANEL
2	2'-ô* × 5'-ô* × i 3/ô*	S.C. METAL SKIN INSULATED PANEL	PREFINISHED	14	LOCK SET, HEATHERSTRIPPING, THRESHOLD, SELF CLOSER, BOTTOM DOOR SHEEP.
2	3'-O* × 6'-&* × 1 3/4*	S.C. METAL SKIN INSULATED PANEL	PREFINISHED	15	LOCK SET, MEATHERSTRIPPING, 3/4 HR. F.R.R. THRESHOLD, SELF CLOSER, BOTTOM DOOR SHEEP,

If a paint colour is not indicated in the above table or in the text of the Conservation agreement, then the colour shall be subject to the approval of the City Architect.

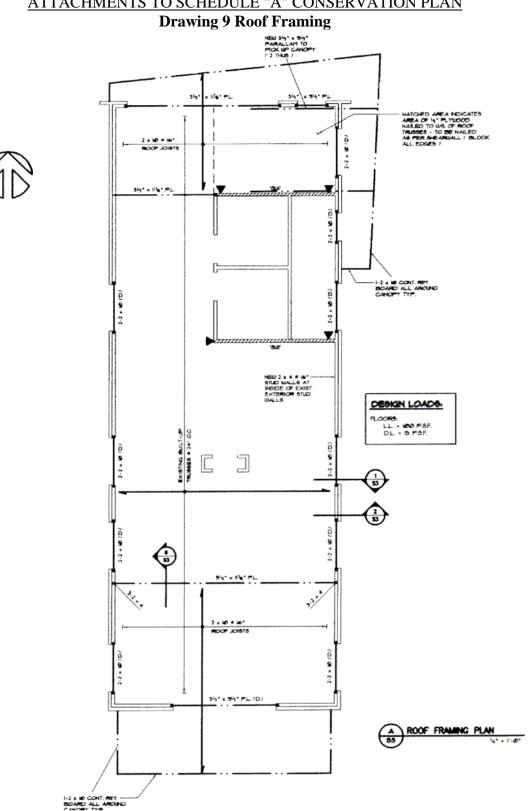
# ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN Drawing 7 Schedule of Finishes

(3)	<u>ə</u>	(5)	<u></u>	(II)	(ī	(=)	ত	(a)	(0)	(	(6)	(J)	4	(U)					<u>।</u> फ
<ol> <li>EXISTING CANTILEVERED CANOPY C/M SHEET ROOFING, PROVIDE NEW PLYWOOD SOFFIT TO MATCH EXISTING - LIGHT GREY PAINT.</li> </ol>	6 WOOD PICKET RAILING	5) NEW 2X4 HORIZONTAL WOOD SILL C/M GALVANIZED FLASHING CAP TO MATCH EXISTING	2X12 WOOD BASE TRIM	3) 2X6 WOOD TRIM OVER 2X10 WOOD TRIM - TURQUOISE PAINT	2 PAINTED METAL RAILING	EXTERIOR MOUNTED LIGHT FIXTURE	2) EXISTING VERTICAL WOOD SIDING - FINISH PAINT TO MATCH EXISTING ELEVATION	") WOOD CLAPBOARD SIDING - DARK GREY STAIN, RE-INSTALL OVER VERTICAL BATTERS AT 16" C.C. MAX,	NEW HSDG UNIT IN EXISTING WOOD FRAME COMPLETE WITH BUTYL TAPES AND INTERIOR WOOD STOP AS REGURED - TURQUOISE PAINT FINISH REMOVE AND CATALOGUE LOCATIONS OF EXISTING.	5557ENDED WOOD FRAME CANOPY CAN 2XIO TRIM & 2" FLASHING - TURQUOISE PAINT FINISH	CAREFULLY REMOVE EXISTING RIBBED GALVANIZED VERTICAL METAL CLADDING CATALOGUE LOCATION ON BUILDING AND RE-INSTALL OVER VERTICAL BATTENS AT 8" O.C. (SAME WIDTH AS EACH VERTICAL PANEL- VERIFY ON SITE)	NEW STOREFRONT DOORS/WINDOWS	* NEW DOUBLE GLAZED VINYL WINDOWS TO MATCH EXISTING	3 CEMENTITIOUS PANEL BOARD * HARDI PANEL* - TURQUOISE PAINT FINISH.	TO MATCH EXISTING, INSUMADE FAINT ON ALL OTHER NAME INTO	STRIP EXISTING FINISHES AND REFINISH. CLEAR SEAL PLYWOOD,	EX5TING REBBED PLYWOOD PANELS "PARQUET" PATTERN. FRONT ELEVATION TO BE RESERVED IN IT'S ENTIRETY.	NEW CEDAR SHINGLE ROOF OR NEW ARCHITECTURAL LAMINATED ASPHALT SHINGLES FER CITY ARCHITECT DETERMINATION	SCHEDULE OF FINISHES
AMENITY BUILDING																		RMINATION	
19 5 7 1	SURREY, B.C. V3W 3EB PHONE: (604) 5	UNIT 202.	PR	UECT :	UNIT T	OMNH		ROJEC			DESIGN : M.D. DRAWN : DATE :	8 10-10-10	3EVN	DATE	0.819	CCB			
(604) 597-2099 bdorch@telus.net 40. 9457 HD. A-2.1 No. PEV. NO.	597-710	dembek	- SHE	ET CONT SC	ENTS :	E OF	FINISH				Sept. 8 C	3							

#### ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN Drawing 8 Detail Cladding

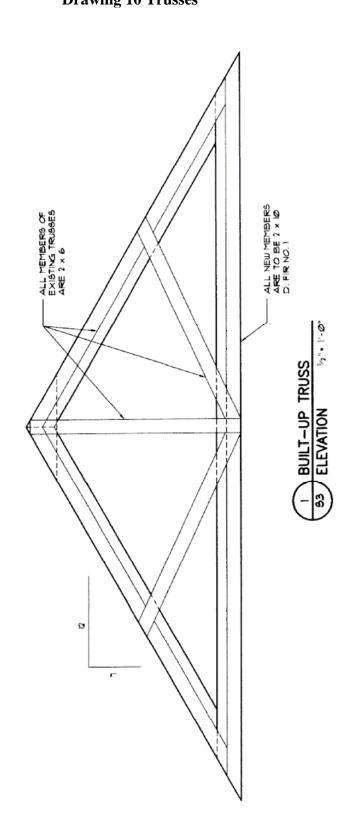


ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN

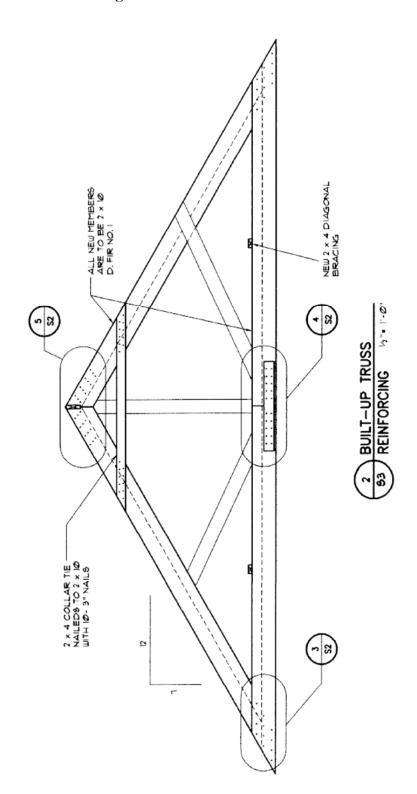


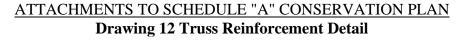
- A-19 -

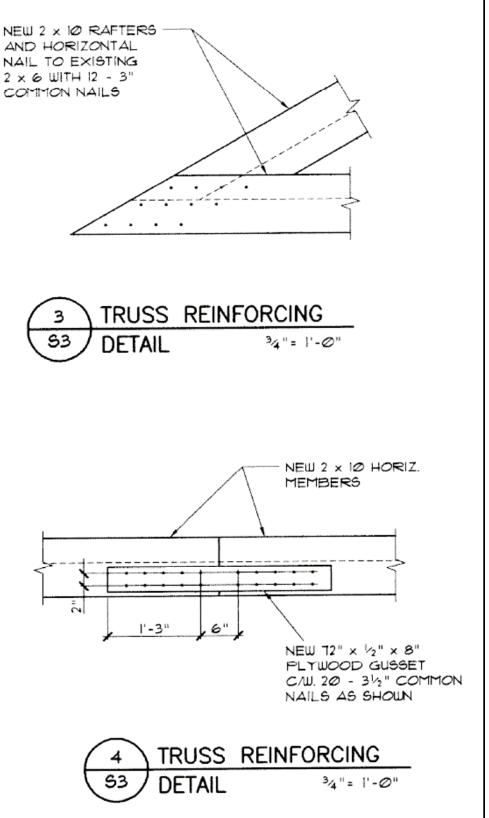
# ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN Drawing 10 Trusses



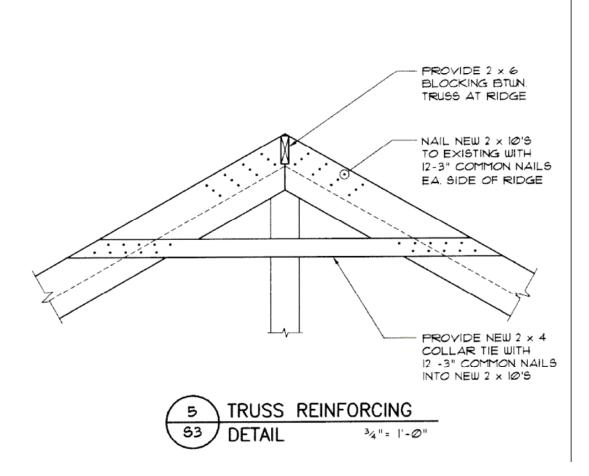
# ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN Drawing 11 Truss Reinforcement



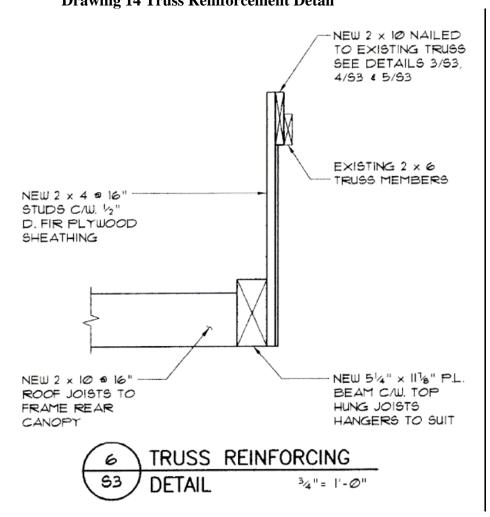




### ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN Drawing 13 Truss Reinforcing Detail

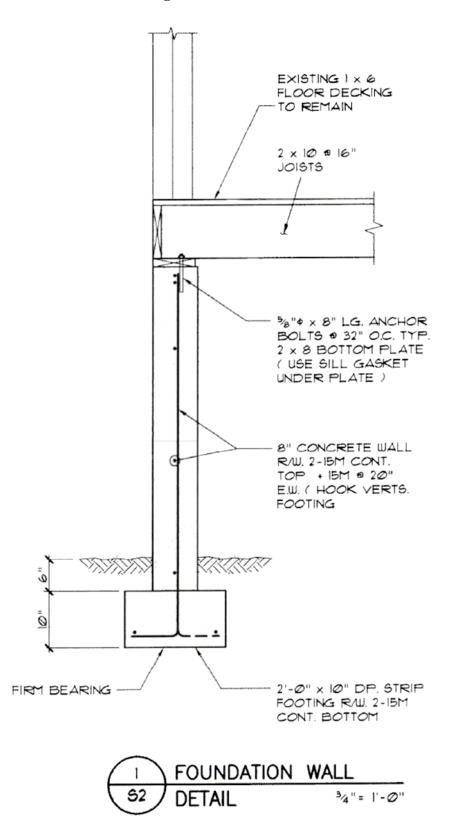


#### ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN Drawing 14 Truss Reinforcement Detail

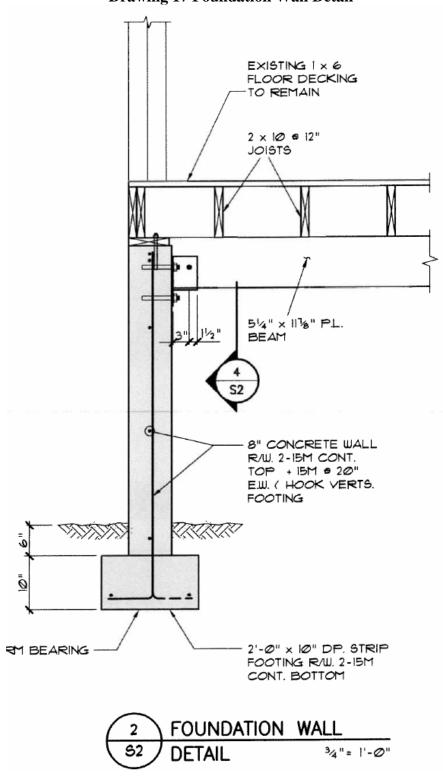


ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN Drawing 15 Foundation and Floor . 0 е Ю L ▣ 10'-5³∕4" ٢ ▣ 6" CONCRETE MALL NALL 2-BIT CONT. TOP ø 4" CONCRETE GLAD -ON GRADE RAU & x 6 6'-1 |3/|6" 6'-1 1396 L 0 . 9 ٩ 3×10+12- (16U) Treck Jobte 6'-0" 0 CONCRETE STAL TO SUIT -ISM VERT. 8'-53%" =] CONCRETE BAR RAU 2-15H CONT. TOP A FOUNDATION & FLOOR 52 FRAMING PLAN

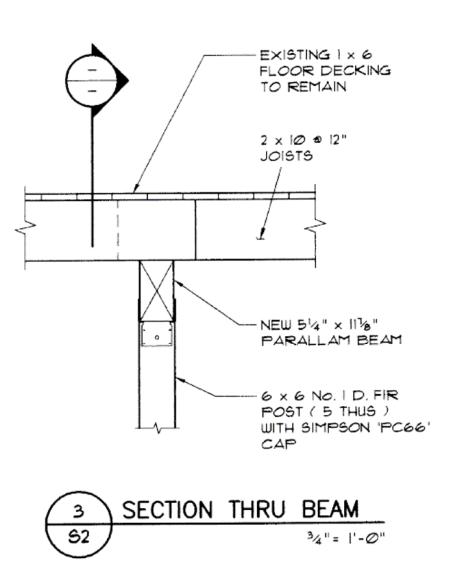
#### ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN Drawing 16 Foundation Wall Detail



ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN Drawing 17 Foundation Wall Detail



#### ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN Drawing 18 Beam



#### ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN Drawing 19 Beam Detail

