

CITY OF SURREY

BY-LAW NO. 15804

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

Parcel Identifier: : 005-172-152

Lot 4 Except: Firstly: Part Subdivided By Plan 45190,
Secondly: Part Subdivided By Plan 54592, Section 21 Township 1, New
Westminster, District Plan 9571

14040 - 32 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: _____

Lot _____ Section 21 Township 1, New Westminster District
Plan BCP _____ as shown in bold outline as "the Lot" on Schedule
"C" attached hereto.

_____ - 32 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;

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

1. The City Council is authorized hereby to enter into that certain Heritage Revitalization Agreement including Schedules "A" and "B" attached thereto and 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 Council to sign and the Heritage Revitalization Agreement.
3. Schedule "1" forms a part of this By-law.
4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2005, No. 15804."

READ A FIRST AND SECOND TIME on the 11th day of July, 2005.

PUBLIC HEARING HELD thereon on the 25th day of July, 2005.

READ A THIRD TIME ON THE 25th day of July, 2005.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 17th day of October, 2005.

MAYOR

CLERK

SCHEDULE "1"

[To City of Surrey Heritage Revitalization Agreement By-law, 2005, No. 15804]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ___th day of _____, 200_

BETWEEN:

Elgin Corners Land Corp., Inc. No. 0715876
#204 – 2428 King George Highway
Surrey, BC V4P 1H5

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,
and having offices at
14245 56th Avenue
Surrey, British Columbia, V3X 3A2

(the "City")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner in fee simple of the following lands and premises situate in the City of Surrey, British Columbia and described as:

Lot 4 Except: Firstly: Part Subdivided By Plan 45190,
Secondly: Part Subdivided By Plan 54592, Section 21
Township 1, New Westminster, District Plan 9571

14040 - 32 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: _____

Lot _____ Section 21 Township 1, New Westminster
District Plan BCP _____ as shown in bold outline as
"the Lot" on Schedule "C" attached hereto.

_____ - 32 Avenue

(the "Lands");

- B. The Owner and the City consider that the Lands have *heritage value* and *heritage character*;
- C. The Owner and the City desire to conserve the *heritage value* and *heritage character* of the Lands;
- D. For the purpose of conservation of the *heritage value* and *heritage character*, 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 improvements 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 and survey plans attached as Schedule "A" (the "Conservation Plan") to this Agreement;
- F. The owner has requested that the applicable provisions of the City of Surrey Zoning By-law, 1993, No. 12000, as amended, be varied or supplemented to accommodate the relocation of the Charles Feedham House to a the Lands; and
- G. The single family dwelling identified on the Conservation Plan as the Charles Feedham House ("the Feedham House") is 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 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; and
- (b) Part I of the Conservation Plan identifies, details and describes the character, extent and nature of the improvements 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 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; general room layout and the site and landscaping.

Owner's Obligations to Protect, Conserve and Maintain

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 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 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 Feedham House is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the Feedham House to its/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 Feedham House. The Heritage Alteration Permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration shall reflect the character-defining elements and design components including but not limited to the relationship of the house to the street, the site, and to natural grade, the wrap-around porch, exterior wood cladding, cedar shingle roofing materials, and the double hung wood windows, style and trim, and may introduce more authentic material that are specific to the period of construction and the architectural style subject to approval by the City Architect;
- (e) in the event the Feedham House is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction an exact replica of the Feedham House. 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 Feedham House. The Heritage Alteration Permit shall be subject to review and approval by the Heritage Advisory Commission. If the design is not an exact replica, the massing and the style shall be similar to the original building, and a Heritage Alteration Permit shall be required before a building permit can be issued for reconstruction to take place. The construction of the replica of the Feedham House shall reflect the character-defining elements and design components including but not limited to the relationship of the house to the street, the site, and to natural grade, the wrap-around porch, exterior wood cladding, cedar shingle roofing materials, and the double hung wood windows, style and trim, and may introduce more authentic material that are specific to the period of construction and the architectural style, subject to approval by the City Architect;
- (f) in the event that the Feedham House is destroyed, in addition to the construction of a replica, the Owner covenants and agrees to compensate the City for the loss in heritage value to the community in the amount determined at the sole discretion of the Heritage Advisory Commission or any successor decision making body;

- (g) if the Feedham House becomes vacant and unoccupied, the Owner of the Land agrees to maintain the integrity and security of the building and site, including but not limited to on-site security, monitored security alarm system, perimeter fencing and lighting, and boarding of windows and doors. The Owner of the Land agrees to advise the City of any periods over a period during which the Feedham House will be vacant for 30 days or more, provide in writing a 24-hour emergency contact number and confirm the security measures are in place. If the Owner fails to secure the Feedham House, the City may and is hereby authorized to undertake the necessary works to secure the Feedham House, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs thereof in a like manner as City property taxes 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 Feedham House and to conduct inspection 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 herein;
- (i) 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;
- (j) to provide a letter of credit in the amount determined at the sole discretion of the City for the exterior renovations, landscaping requirements and preparation of the Maintenance Plan and Funding Strategy as identified in the Conservation Plan on the Lands within 15 days of the written request of the City;
- (k) the City is entitled to maintain a letter of credit for the Conservation Plan and may retain the letter of credit until such time all the provisions of the Conservation Plan have been satisfactorily completed by the Owner. If the Owner fails to implement the Conservation Plan, the City may and is hereby authorized to implement all or a portions of the Conservation Plan and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs thereof in a like manner as City property taxes and by drawing on the letter of credit and any

authorized agent of the City may enter the Lands with reasonable notice for the purpose of implementing the Conservation Plan;

Variation to Bylaws

3. Pursuant to Section 966(2) (b) of the Local Government Act, the City of Surrey Zoning By-law, 1993, No. 12000, as amended, are hereby varied or supplemented as set out in Schedule "B" which is incorporated hereto and forms part of this Agreement as it relates to the Lands.

Construction and Maintenance

4. Wherever under this Agreement the Owner relocates, restores, rehabilitates, replicates, repairs, replaces, maintains or in any way alters improvements 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 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 herein, wrongful or negligent failure or omission to comply with restrictions and requirements herein, or refusal, omission or failure of the City to enforce or require compliance by the Owner with the restrictions or requirements herein 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 herein and its obligations in respect hereof, 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 herein in a safe manner, and without reasonably foreseeable risk to person or property as aforesaid. Compliance with the restrictions and requirements in this Agreement shall be at the sole and exclusive risk 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 or its obligations herein, 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 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 herein, 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 its obligations hereunder, or by reason of any wrongful act or omission, default or negligence of the Owner.

Alternative Remedies

9. Any performance by the City pursuant to a statutory right to perform the obligations of an Owner arising out of this Agreement may be exercised fully in accordance with the Local Government Act, and shall be without prejudice to any and all other remedies at law and equity available to the City, and no reference herein 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 3 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 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 thereunder, 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 herein 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 hereunder 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: Ken Johnson
Unit 204 - 2428 King George Highway
Surrey, BC V4P 1H5

If to the City:

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

Any party hereto may at any time give notice in writing to the other of any change of address and after the third day of giving of such notice, the address therein specified shall be the address of such party for the giving of notices hereunder.

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 thereto, 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 provision hereof.

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 herein imposed upon or given to the respective parties 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 herein 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.

INSERT NAME

by its authorized signatories

Name

Name

CITY OF SURREY

Doug McCallum
Mayor

Margaret Jones
City Clerk

SCHEDULE "A"

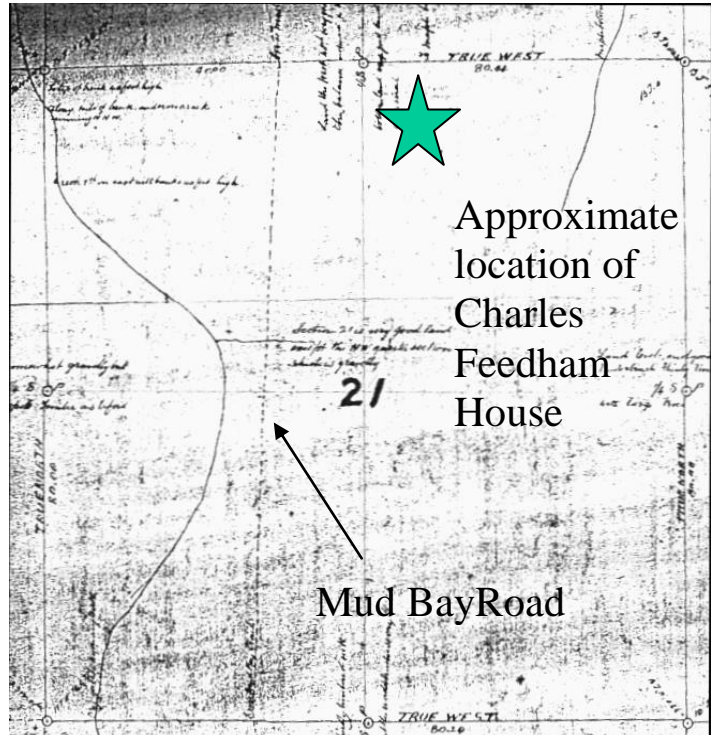
CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. History

The Charles Feedham House (the "Feedham House") is a small c. 1913 Edwardian Farmhouse located at the intersection of 140th Street (formerly Nichol Road) and 32 Avenue. (Brown Road) The original cruciform roof plan with four identical gables is still defining feature of this home. The later addition of a wrap around porch and the closing in of the original front porch has not significantly altered the overall identity and the wrap around porch which has been in place for at least two generations is the image that defines the house today.

Old survey maps (see map to the right), suggest a trail ran uphill from Crescent Road to the west of the Feedham House. The main access and orientation of the house was toward this trail. The house originally did not face 32 Avenue. Other clues that support this conclusion include: the house is not square with either 32 Avenue or 140 Street, and the present front door, facing 32 Avenue, is not the original. The main entrance, now at the front, was once a rear entry and mud room opening onto the kitchen.



The Feedham House sits on a property that was originally granted by the Crown, in 1896, to Robert Archibald Gifford. The portion granted was the North East Quarter of Section 21. This property would have been bound by the present day 32nd Avenue (formerly Brown Road) on the North and 140th Street (formerly Nichol Road) on the West and represents 160 acres.

The property was sold to Joshua Dews in 1904, who, in turn, sold the west half (80 acres) to William Burrows in 1905.

Burrows sold the property to Charles Robert Feedham in 1908.

Feedham reportedly built the home in 1914, according to previous research.

In 1919, Feedham sold part of the property to the Federal Government through the Soldier Settlement Board. That transfer included the North West quarter of the North East quarter of section 21 with the exception of 6 acres on 140th Street. The area of the sale would have been 34 acres and it included the present site of the house. It is unclear what would have prompted the sale of that portion of the property which included the family home, after only one year. It does perhaps explain the long tenure of the Allison family who do not show up on title.

The remaining two parcels which made up the NE Quarter of Section 21 were sold separately with 40 acres going to Walter James Walker in 1915 and the remaining six acres sold to Henry Edward Harrison in 1918. The 34 acres was sold to Grant McNally in 1946. McNally subdivided the property to six lots and sold Lot 4, which included the site of the house, to Cyril Gordon Mathews and Mary Emily Mathews in 1947. At that time, Lot 4 comprised 7 acres.

Subsequent subdivisions, by Mathews reduced the size to the present size and Mary Mathews was the owner until recently.

A proposal to subdivide the property to allow for development has prompted the relocation of the Feedham House onto a new foundation situated a short distance to the east. The relationship of the house to grade from the street will be maintained as in the original location.

2. Existing Appearance

The following photographs depict the exterior elevations of the Feedham House that this Heritage Revitalization Agreement seeks to protect.



East Elevation



West Elevation



South Elevation



North Elevation



View from North West



View from South East

3. Character-defining Elements

The following are considered to be the character defining elements of the Feedham House:

- Edwardian architectural style
- Cruciform roof plan with four identical gables
- Simple volumes
- Wood siding
- Ground floor verandah
- At end of long driveway flanked by trees
- House parallel to slope and old Mud Bay Trail
- Simulate existing relationship to grade

PART II – MAINTENANCE, STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Relocation and Restorations

The Feedham House shall be relocated and restored, to commence and be completed as provided for in Section 3 Timing and Phasing.

The existing and proposed location for the Feedham House is shown in Schedule "D".

B. Requirement to Establish a Maintenance Strategy

The strategy to insure ongoing conservation of the Feedham House 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 include water penetration and damage from sun, wind, weather and animals. Maintenance includes painting sealing, weather-stripping and the like.

The Owner shall submit a Maintenance Plan and Funding Strategy for review and approval by the Heritage Advisory Commission and the Planning & Development Department within 6 months of the adoption date of this Heritage Revitalization Agreement By-law.

The Maintenance Plan and Funding Strategy for the Feedham House shall include without limitation the following:

- (a) A description and a time schedule for the restoration, renovations, additions, stabilization, repair, and replacement of the exterior and interior 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. 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, and other pertinent details;
- (c) Ongoing maintenance of landscaping.
- (d) A colour scheme for the exterior of the building.

- (e) A description on any matters noted in Part III – Restoration Standards and Specifications or in the plans attached to this agreement as requiring further details.
- (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 pertinent details.

Proposed changes, other than minor ones approved by the General Manager of Planning and Development, to the approved Maintenance Plan and Funding Strategy are subject to review and approval of the Heritage Advisory Commission and the Planning & Development Department.

2. 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 Feedham House.

3. Timing and Phasing

The following provisions respecting the phasing or timing to commence and complete the relocation and the restoration of the Feedham House shall apply:

- (a) The relocation of the Feedham House may be commenced at any time, provided the relocation is completed prior to consideration by Council of the zoning amendment by-law for development project 7905-0152-00;
- (b) The restoration of the exterior of the Feedham House shall be commenced within five (5) months of the relocation of the Feedham House and shall be completed within eighteen (18) months of the relocation. For extenuating circumstances, the Heritage Advisory Commission has the sole discretion to extend the completion date by six (6) months.

4. Heritage Alteration Permit(s) Approval

Prior building permits being issued for the restoration of the exterior of the Feedham House, the Owner shall apply for a Heritage Alteration Permit to be issued by City Council upon the recommendation of the General Manager of Planning and Development and the Heritage Advisory Commission, or a City official delegated by Council upon the recommendation of the Heritage Advisory Commission.

After a Heritage Alteration Permit is issued, minor changes to issued Heritage Alteration Permits may be made subject to approval by the Heritage Advisory Commission and the General Manager, Planning and Development.

If changes to the building's structure or exterior appearance of the building or features on the land involve replacement of existing elements and/or new construction, the changes shall be referred to the Planning & Development Department to determine whether a Heritage Alteration Permit and Heritage Advisory Commission review is required. If so, the Owner must apply for a Heritage Alteration Permit.

If simple repair and maintenance of existing elements not affecting the building's structure or exterior appearance of the building or features on the land is proposed, a Heritage Alteration Permit will not be necessary provided the work is done on the recommendation of and under the direction of an independent Architect acceptable to the City with expertise in restoration of heritage buildings.

The general intent is to promote restoration and retention of existing materials and elements wherever possible. If restoration is not feasible, replacements shall be constructed to match the existing in terms of form, detailing and materials. Where original features have already been removed, altered, or replaced by stylistically foreign elements, new replacements shall be consistent with the original design, and done in consultation with an independent Architect, acceptable to the City, with experience in heritage restoration.

5. Building Permit Approval

Subject to Section (4), construction, alterations or other actions to be authorized by a Building Permit shall be consistent with a Heritage Alteration Permit sanctioning such construction, alterations or other actions.

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

PART III – RESTORATION STANDARDS AND SPECIFICATIONS

1. Foundation

A new foundation will be constructed to support the relocation of the house on the site. The new foundation will encompass the footprint of the house and porch combined (36'-6" x 36'-6"). A portion of the new foundation will be exposed by the existing grade changes on the new site. The exposed foundation could be expressed as (and built as) wood, or as a rubble stone foundation. Any fenestration should either feature hidden frames or be accurate replicas of existing house windows.

The relationship of the house to grade, including treatment and configuration of exposed retaining walls and foundations, shall be subject to approval by the City Architect.

2. Roof Structure And Cladding

Roof cladding is to be replaced with sawn cedar shingles. Pressure treated shingles are approved.

3. Building Envelope, Exterior, Wood Detailing And Trims

The existing wood siding, wood trim wood windows are to be retained and maintained. Any restoration or replacement of the existing siding, trim or windows shall be with wood in a matching profile.

The existing wrap-around porch is to be retained and renovated.

The wrap-around porch may be reconstructed, provided the reconstruction matches the original design and style and has typical detailing for the period of the house, including a wood ceiling.

Removal of infill structure at original front porch shall be undertaken to restore the wrap-around porch.

4. Interior Condition

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

5. New Construction

New construction or addition to the Feedham House is not permitted except as noted above. A finished basement constructed to the outer limits of the wrap around porch shall have a width of 1.8 meters (6 feet).

6 Site Feature, Landscaping and Fences

The Feedham House will be relocated to create a similar relationship to the road and landscape materials as presently exists.

The house will be turned to be parallel to the slope at the termination of a long driveway flanked by landscaping, including replicating the orientation of the house. The landscaped setting for the building will build on the existing conditions, with landscaping (i.e. large scale deciduous trees, etc.) repeated to create a strong relationship to the site.

7. Trees, Streetscape and Street Interface

Siting on new location should be based on the existing siting in terms of orientation and relationship to the driveway and the street.

8. Accessory Buildings and Structures

The design of *accessory buildings* and *structures* on the *lot* should reflect agricultural buildings from the construction period of the house plus or minus 10 years. No accessory buildings or structures shall be located within the *front yard setback*.

The siting and design of *accessory buildings* and *structures* greater than 10 meters in size shall be complementary to the Feedham House, and subject to review and approval by the City and City Architect.

9. Plans and Elevations

No plans are attached. A Heritage Alteration Permit shall be obtained by the Owner specifying renovations that may be undertaken to the Feedham House before building permits are issued.

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

SCHEDULE "B"

**PROVISIONS TO VARY AND SUPPLEMENT
THE CITY OF SURREY ZONING BY-LAW**

City of Surrey Zoning By-law, 1993, No. 12000, as amended, is hereby varied for the subject lands with respect to Part 14, Half Acre Residential Zone (RH) as follows:

1. Section B Permitted Uses is hereby varied by adding the following Subsection 5 immediately after Subsection 4:

"5. One *Accessory Building* greater than 10 sq. meters in size to be used as a studio and garage, provided it does not exceed a floor area of 98 sq. meters (1,050 sq. feet)."

2. Subsection 3 (b) i in Section D Density is varied by decreasing the *floor area ratio* (FAR) from 0.25 to 0.15.

3. Section F Yards and Setbacks is varied by replacing the *setback* requirements for *Accessory Buildings* and *Structures* Greater than 10 Square Meters (105 sq. feet) in Size by the following:

Use	<i>Setback**</i>	Front Yard	Rear Yard	Side Yard	<i>Side Yard on Flanking Street</i>
<i>Accessory Buildings</i> and <i>Structures</i> Greater Than 10 square metres [105 sq.ft.] in Size		7.5 metres (25 feet)	7.5 metres (25 feet)	4.5 metres (15 feet)	n/a

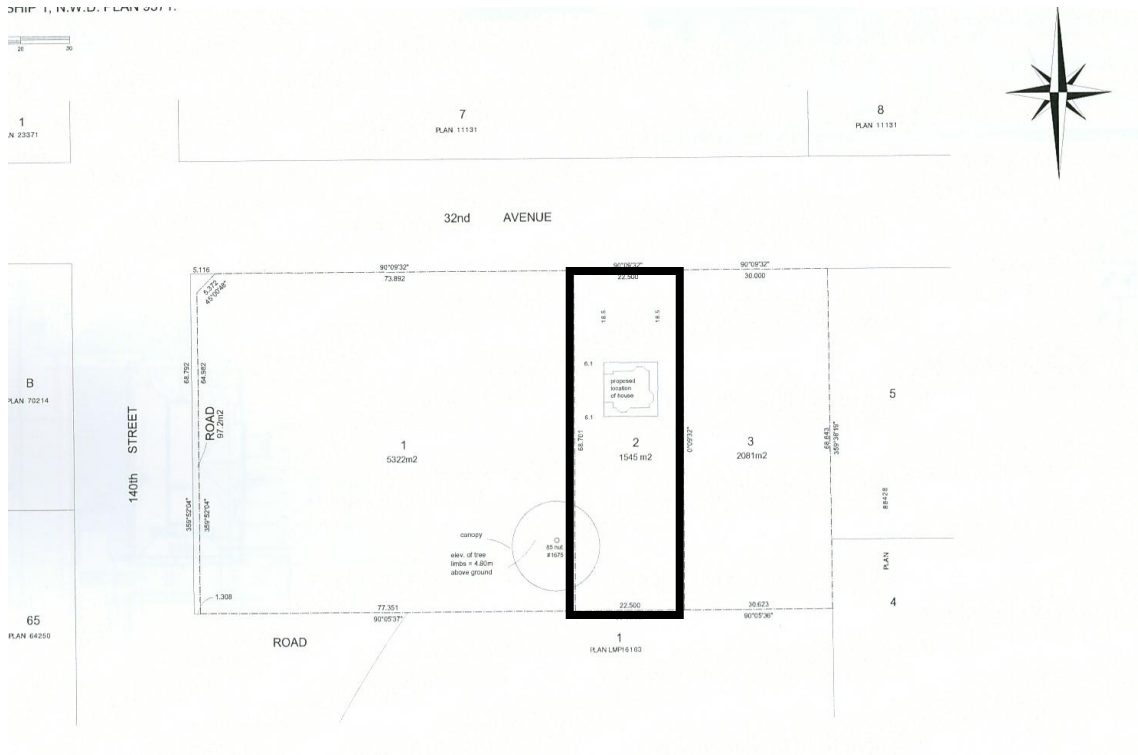
4. Section K Subdivision is varied by replacing the table in subsection 3 with the following table:

<i>Lot Size</i>	<i>Lot Width</i>	<i>Lot Depth</i>
1,540 sq. m. (16,580 sq. ft.)	22 metres (72 ft.)	30 metres (100 ft.)

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

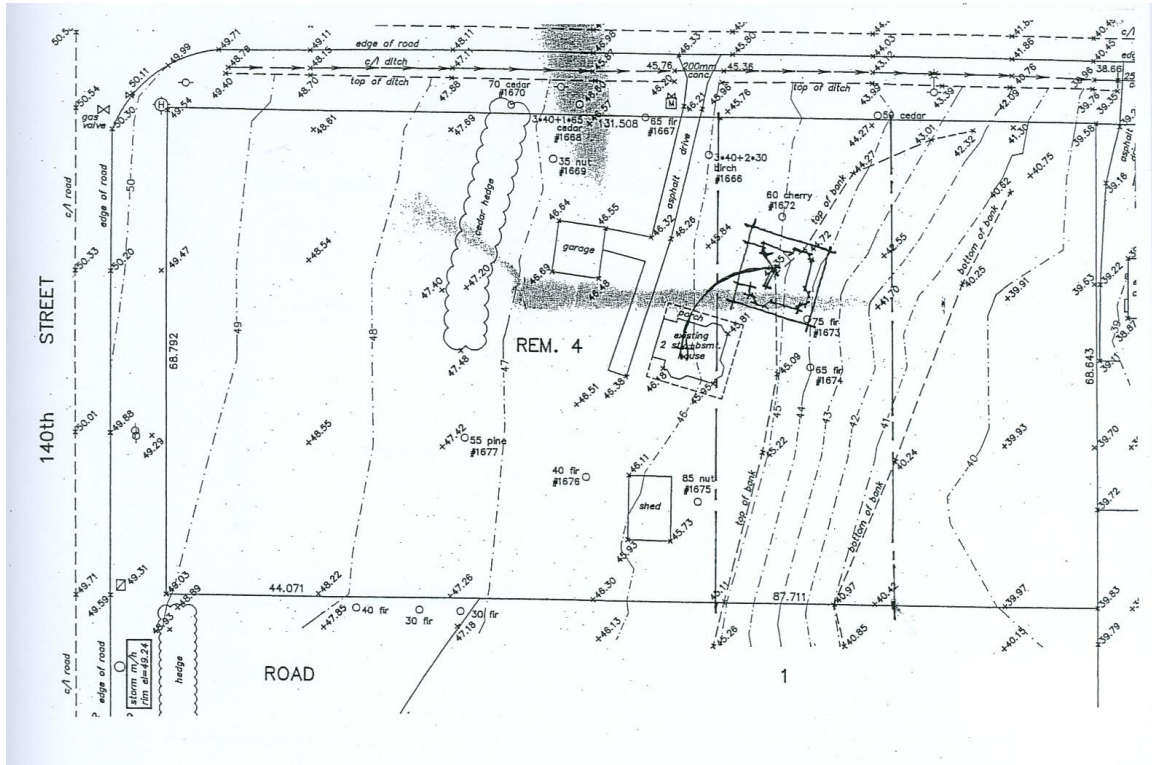
SCHEDULE "C"

LOCATION OF PROPOSED NEW LOT THAT IS SUBJECT TO THIS HERITAGE REVITALIZATION AGREEMENT BY-LAW



SCHEDULE "D"

EXISTING AND PROPOSED LOCATION OF THE FEEDHAM HOUSE



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