

CITY OF SURREY

BYLAW NO. 19829

A bylaw to enter into a heritage revitalization agreement  
.....

WHEREAS:

- A. The Council may by by-law pursuant to Part 15 of the Local Government Act, R.S.B.C. 2015, Chapter 1, as may be amended from time to time, enter into a heritage revitalization agreement with the owner of heritage property;
  
- B. The Council considers that certain lands, premises and improvements have *heritage value* and *heritage character* and ought to be conserved, which are situate within the City and described as:

Parcel Identifier: 010-038-752  
 Lot 2 Except: Part Within Heavy Outline on Highway Statutory Right of Way Plan  
 62493, Section 35 Block 5 North Range 2 New Westminster District Plan 14752

(9656 – King George Boulevard)

Not Applicable
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~~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: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

(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 Council of the City of Surrey enacts as follows:

1. The City is authorized hereby to enter into that certain Heritage Revitalization Agreement appended to this Bylaw as Schedule "I" (the "Heritage Revitalization Agreement") in respect of the Lands.
2. The Mayor and the City Clerk are authorized on behalf of the Council to sign the Heritage Revitalization Agreement and to register a notice on the title of the Lands.
3. Schedule "I" forms a part of this Bylaw.
4. This Bylaw may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement Bylaw, 2019, No. 19829"

PASSED FIRST READING on the 15th day of April, 2019.

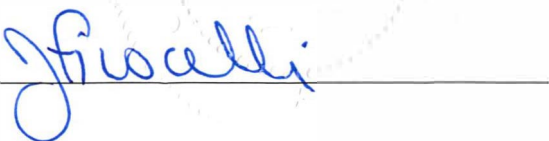
PASSED SECOND READING on the 15th day of April, 2019.

PUBLIC HEARING HELD thereon on the 29th day of April, 2019.

PASSED THIRD READING on the 29th day of April, 2019.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 11th day of January 2021.

  
\_\_\_\_\_ MAYOR

  
\_\_\_\_\_ CLERK

**SCHEDULE "I"**

[To City of Surrey Heritage Revitalization Agreement Bylaw, 2019, No. 19829]

**HERITAGE REVITALIZATION AGREEMENT**

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, 20

BETWEEN:

RIZE ATELIER (KGB) PROPERTIES LTD.  
3204-1055 – Dunsmuir Street  
Vancouver, British Columbia V7X 1P4

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,  
and having offices at 13450 - 104 Avenue  
Surrey, British Columbia V3T 1V8

(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: 010-038-752  
Lot 2 Except: Part Within Heavy Outline on Highway Statutory Right of Way Plan  
62493, Section 35 Block 5 North Range 2 New Westminster District Plan 14752

(9656 – King George Boulevard)

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(the "Lands");

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

- C. The Owner and the City desire to conserve the *heritage value* and *heritage character* of the Lands;
- D. For the purpose of conservation of the *heritage value* and *heritage character* of the Lands, the Owner and the City have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the *heritage value* and *heritage character* of the Lands;
- E. The Owner has agreed to the terms for compensating the City for the loss in *heritage value* in accordance with Section 2(f) of this Agreement in the event the heritage improvements or features on the Lands are moved or destroyed other than through natural causes;
- F. The improvements or features on the Lands which have *heritage value* and *heritage character* which both the Owner and City desire to conserve have been described by text, photographs, plans and drawings attached to this Agreement as Appendix "A" (the "Conservation Plan") and Appendix "B" (the "Donald Luxton and Associates Inc. Plan"); and
- G. The improvements or features identified in the Conservation Plan as the Surrey Medical Building (the "Building") is listed on the Surrey Heritage Register and the Owner and the City consider that the Building has *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the Building.

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 610 of the Local Government Act, R.S.B.C. 2015, Chapter 1, 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 and the Donald Luxton and Associates Inc. Plan form part of this Agreement. To the extent that the text, photographs, plans and drawings constituting the Conservation Plan or Donald Luxton and Associates Inc. Plan require interpretation, the City shall be, in the first instance, the interpreter of the Conservation Plan and Donald Luxton and Associates Inc. 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 and the Donald Luxton and Associates Inc. Plan identify, detail and describe the character, extent and nature of the improvements and features on the Lands that have *heritage value* and *heritage character* including, but not limited to: the building's location and siting along King George Boulevard; form, scale, and massing; concrete construction; New Formalist architectural features; and windows of the Building. Part II of the Conservation Plan and the Donald Luxton and Associates Inc. Plan set 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 and Donald Luxton and Associates Inc. Plan set out the standards and specifications for restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Agreement.

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

2. The Owner covenants and agrees that:
- (a) No improvements on the Lands identified in the Conservation Plan as having *heritage value* or *heritage character* shall be *altered*, including alterations required or authorized by this Agreement, except as agreed to in writing by the City.
- (b) Each action of restoration, rehabilitation, replication, repair, replacement or maintenance required by Parts I, II, and III of the Conservation Plan and the Donald Luxton and Associates Inc. Plan shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out the Conservation Plan and the Donald Luxton and Associates Inc. Plan.
- (c) All improvements identified in the Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards as set out in the Heritage Property Standards of Maintenance By-law, 2017, No. 18931, and in accordance with the guidelines and requirements set out in the Conservation Plan and Donald Luxton and Associates Inc. Plan.
- (d) In the event the Building is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the Building 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 Building. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration of the Building shall reflect the character-defining elements and design components including, but not limited to: location along King George Boulevard in North Surrey; siting on a sloped lot, with front elevation accessed by a flight of steps; institutional form, scale, and massing as expressed by its three-storey height, rectangular plan, and flat roof; concrete construction; New Formalist architectural features, including its mirrored, symmetrical east and west elevations with below-roofline entablature with pyramidal capitals, paired square colonnades, angled

walls, and sculpted concrete elements, including umbrella shells along the projecting, off-centre flat roof entryway; and fixed, aluminum frame windows between the colonnades; all as subject to approval by the City Architect or designate.

- (e) In the event the Building is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the Building. The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to create a replica of the Building. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The construction of the replica of the Building shall reflect the character-defining elements and design components as described in Section 2(d), all as subject to approval by the City Architect or designate.
- (f) In the event that the Building is destroyed, in addition to the construction of a replica described in 2(e), the Owner covenants and agrees to compensate the City for the loss in *heritage value* to the community in the amount of \$118,105.00 indexed to the Vancouver Consumer Price Index (CPI) with 2018 being the base year, except that if the Building is destroyed through natural causes, including but not limited to, flood, earthquake and accidental fire as determined by the City in its sole discretion, and a replica is constructed by the Owner that is acceptable to the Heritage Advisory Commission or any successor decision making body in its sole discretion, then payment of compensation by the Owner to the City is not required.
- (g) Should the Building become vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the Building and Lands including, but not limited to, on-site security, monitored security alarm system, perimeter fencing and lighting, and boarding of windows and doors. The Owner of the Lands must provide to the City in writing a 24-hour emergency contact number and confirm the security measures are in place. If the Owner fails to secure the Building, the City may and is authorized to enter onto the Lands to undertake the necessary works to secure the Building, 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 to conduct inspections to determine that the security measures continue to be in place.
- (h) Should the Building become vacant and unoccupied during construction or other redevelopment of the Lands, the Owner agrees to post a sign that reads as follows:

**PROTECTED HERITAGE SITE**

**No Vandalism or Removal of Materials**

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

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

- (i) Once the Building is occupied, there must be appropriate security measures in place to maintain the integrity and security of the Building and Lands. Should the Building become vacant and unoccupied for a period of 30 days or more, the requirements in 2(g) apply, including the right of the City to enter onto the Lands to carry out the necessary works at the expense of the Owner and confirm that security measures are in place, unless otherwise agreed to in writing by the City. The Owner of the Lands must also provide to the City in writing a 24-hour emergency contact number.
- (j) The Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions, as are necessary to ensure that the restrictions and requirements set out in Parts II and III of the Conservation Plan and in the Donald Luxton and Associates Inc. 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.
- (k) Where required by the City in a heritage alteration permit, the Owner shall provide security to the City to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan and the Donald Luxton and Associates Inc. Plan.
- (l) The Owner may apply to the City for funding including, but not limited to, monies for exemption from taxes, or any provision for assistance as specified in Section 25 of the Community Charter, S.B.C. 2003, c.26 (the "Community Charter").

#### 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 and the Donald Luxton and Associates Inc. 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 the Donald Luxton and Associates Inc. Plan and as agreed by the City in writing and all improvements or features shall be diligently and continuously maintained in good repair and efficient operating condition by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage and conservation practice.

#### No Liability to City

- 5. In no case shall the City be liable or responsible in any way for:
  - (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that 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 thereon belonging to the Owner or to any other person,

arising directly or indirectly from compliance with the restrictions and requirements of this Agreement, wrongful or negligent failure or omission to comply with its restrictions and requirements, or refusal, omission or failure of the City to enforce or require compliance by the Owner with the restrictions or requirements or with any other term, condition or provision of this Agreement.

#### Reasonable Care and Risk

6. The Owner shall at all times, in complying with the restrictions or requirements of this Agreement, take reasonable care not to injure any person or cause or allow damage to any property, and shall take reasonable care not to cause, suffer, permit or allow any condition to exist that might reasonably lead to, cause or result in injury to any person or property including persons and property on adjacent lands. It shall be the sole responsibility of the Owner to comply and maintain compliance with the restrictions and requirements in a safe manner, and without reasonably foreseeable risk to person or property. Compliance with the restrictions and requirements in this Agreement shall be at the sole and exclusive risk and cost of the Owner.

#### Modification

7. If, in fulfilling its responsibilities and obligations pursuant to this Agreement, the Owner perceives or becomes aware of any unreasonable risk of injury to persons or damage to property or other potential loss that cannot be reasonably avoided, alleviated, reduced or eliminated except by measures that would be a breach of the restrictions, requirements of this Agreement, the Owner shall notify the City in writing of the nature and extent of the risk and of the measures proposed by the Owner to be undertaken at its sole cost to reduce, alleviate, avoid or eliminate the risk. Risk shall remain with the Owner.

#### Indemnity

8. The Owner shall at all times indemnify and save harmless the City and its elected and appointed officials, employees, contractors and agents of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever by whomsoever brought for which the City shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements of this Agreement, or breach or non-performance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of this Agreement, or by reason of any work or action of the Owner in performance of its obligations, or by reason of any wrongful act or omission, default or negligence of the Owner.

#### Alternative Remedies

9. Any performance by the City pursuant to a statutory right to perform the obligations of an Owner arising out of this Agreement may be exercised fully in accordance with the Local Government Act and the Community Charter, and shall be without prejudice to any and all other remedies at law and equity available to the City, and no reference in this Agreement to, or exercise of any specific right or remedy by the City, shall preclude the City from exercising any other right or remedy.



### Damages

10. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully 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 the Donald Luxton and Associates Inc. 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 of remedies to the City.

### Statutory Authority and Proprietary Rights

12. Nothing in this Agreement shall limit, impair, fetter, or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive by-law enacted by the City, or permit, license or *approval*, granted, made or issued hereunder, or pursuant to statute, by the City shall stop, limit or impair the City from relying upon and enforcing this Agreement.

### Compliance with Laws

13. Despite any provision of this Agreement, the Owner shall comply with all laws, including by-laws of the City and all regulations and orders of any authority having jurisdiction, and to the extent only that such laws, regulations and orders are mandatory and necessarily require the breach of any restriction or positive obligation of this Agreement to be observed or performed by the Owner, or less than strict compliance with the terms hereof, then the Owner upon sixty (60) days' written notice to the City shall be excused from complying with such restrictions or performing such obligation and such restriction or obligation shall be suspended but only to the extent and for the time that such mandatory law, regulation or order is inconsistent with compliance with the said restrictions or obligations.

## Notice

14. Any notice to be given under this Agreement shall be in writing and may be either delivered personally or sent by prepaid registered mail and if so mailed shall be deemed to have been given five (5) days following the date upon which it was mailed. The address of the parties for the purpose of notice shall be as follows:

If to the City:

Attention: City Clerk  
CITY OF SURREY  
13450 - 104 Avenue  
Surrey, British Columbia V3T 1V8

If to the Owner:

RIZE ATELIER (KGP) PROPERTIES LTD.  
3204-1055 – Dunsmuir Street  
Vancouver, British Columbia V7X 1P4

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 the Donald Luxton and Associates Inc. 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;

- (e) Any arbitrator's decision in respect of the exercise of discretion by the City shall be final, conclusive and binding on all parties;
  - (f) The arbitrator shall award the prevailing party full compensation for all costs and expenses of the arbitrator, costs and fees of the proceedings and solicitor-client costs and expenses; and
  - (g) The arbitrator shall issue a final decision regarding the dispute within twenty-five (25) business days after the arbitrator's appointment, subject to extension of that time by agreement of the parties.
16. Without limiting the City's power of inspection conferred by statute and in addition to that power, the City shall be entitled at all reasonable times and with reasonable notice to enter onto the Lands from time to time for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner, and wherever possible, when an inspection of the Lands is undertaken, the City shall provide reasonable notice to the Owner.

#### Headings

17. The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement or any of its provisions.

#### Schedules

18. All schedules to this Agreement are incorporated into and form part of this Agreement.

#### Number and Gender

19. Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed to mean the plural or feminine or body corporate where the context so requires.

#### Interpretation

20. Terms used in this Agreement that are italicized are defined in the Local Government Act, and the Heritage Conservation Act, R.S.B.C. 1996, Chapter 187, as amended, re-enacted or consolidated from time to time and any successor statute, and shall take their meaning from those Acts.

#### Successors Bound

21. All restrictions, rights and liabilities imposed upon or given to the respective parties under this Agreement shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns. When the Owner is more than one party they shall be bound jointly and severally by the terms, covenants and agreements on the part of the Owner.

Notice to be Filed

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

IN WITNESS WHEREOF the Owner and the City have executed this Agreement as of the date first above written.

**Rize Atelier (KGB) Properties Ltd.**

Per: \_\_\_\_\_  
Authorized Signatory

CITY OF SURREY

\_\_\_\_\_  
Doug McCallum  
Mayor

\_\_\_\_\_  
Jennifer Ficocelli  
City Clerk

## Appendix "A"

### CONSERVATION PLAN

#### PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

##### 1. Description of Historic Place

The Surrey Medical Building is a three-storey office block located along King George Boulevard in North Surrey. The New Formalist-style building is characterized by its rectangular volume with mirrored east and west elevations, as well as its stylized entablature and colonnades.

##### 2. Heritage Value of Historic Place

The Surrey Medical Building is valued as part of the postwar era development of Surrey and for its modern, New Formalist architectural expression, as designed by architect Peter Cole.

Constructed in 1969, the Surrey Medical Building is a reflection of the increased demand on health services following the Second World War and the subsequent baby boom. As the population of Surrey continued to grow, post-war, the medical system struggled to keep up; this pressure, and the pent-up demand for domestic infrastructure, caused changes in the delivery of healthcare. A diversification of medical facilities and a wave of hospital expansion ensued. In 1948, the White Rock Hospital Society was formed to raise support for the creation of Peace Arch Hospital, to serve White Rock and South Surrey, while residents of North Surrey and Cloverdale advocated for a hospital in their area. As a result, Surrey Memorial Hospital was opened in 1959 and, ten years later, this building was constructed as part of the amalgamation of medical services near the hospital. The Surrey Medical Building remains an intact representation of the postwar growth of the community.

The Surrey Medical Building is an excellent example of New Formalist architecture. Developed during the 1960s and 1970s, New Formalism emerged as a rejection to the rigid form of Modernism. The style represents a twentieth century effort to wed the building forms of the past with new forms enabled by advances in building technology. New Formalist buildings embraced many Classical precedents, such as building proportion and scale, highly stylized entablatures, and colonnades, all of which are expressed on the Surrey Medical Building. Additionally, New Formalist buildings, including this example, also used the newly discovered plastic-like qualities of concrete to create new forms, including umbrella shells, waffle slabs and folded plates. New Formalism design was applied mainly to high-profile cultural, institutional, and civic buildings, including healthcare facilities. Designed by architect Peter Cole in 1969, the Surrey Medical Building remains a prominent landmark along King George Boulevard; its mirrored front and rear elevations are indicative of the importance of the automobile during the postwar era, as most user interaction would have been with the rear of the building. The building exists as one of the most distinct examples of New Formalism in Surrey.

### 3. Character Defining Elements

Key elements that define the heritage character of the Surrey Medical Building include its:

- Location along King George Boulevard in North Surrey;
- Siting on a sloping lot, with front elevation accessed by a flight of steps;
- Institutional form, scale, and massing as expressed by its three-storey height, rectangular plan, and flat roof;
- Concrete construction;
- New Formalist architectural features, including its mirrored, symmetrical east and west elevations with below-roofline entablature with pyramidal capitals, paired square colonnades, angled walls, and sculpted concrete elements, including umbrella shells along the projecting, off-centre flat roof entryway; and
- Fixed, aluminum frame windows between the colonnades.

## PART II – MAINTENANCE STANDARDS AND PERMIT APPROVALS

### 1. General

#### A. Requirement to Commence Renovations

The restoration of the Building, including works that are consistent with Part III – Restoration Standards and Specifications, must commence within 60 days following the adoption of a by-law to enter into this Agreement.

#### B. Maintenance Strategy

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

The Maintenance Plan shall be prepared with input from a conservation architect or qualified heritage consultant that is acceptable to the City. 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 or staining, sealing, weather-stripping and the like.

The Funding Strategy shall include, but is not limited to, whether or not the Owner intends to absorb all the costs, undertake fundraising or seek government financial incentives, including those available from the City.

The Owner shall submit a Maintenance Plan and Funding Strategy for review and approval by the General Manager, Planning and Development and the Heritage Advisory Commission within one (1) year of the adoption of a by-law authorizing the City to enter into this Agreement.

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

- (a) A description and a time schedule for the renovations, repair, and replacement of the exterior elements, *landscaping* or other identified works on the Lands that constitute the character-defining elements and as identified in Part III – Renovation Standards and Specifications;

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

**C. Amending an Established Maintenance Strategy**

An Owner may apply to the City to amend an existing Maintenance Plan and Funding Strategy. Any amendment is subject to approval by the General Manager, Planning and Development and, if deemed necessary by the General Manager, Planning and Development, the Heritage Advisory Commission.

**2. Standards**

The "Standards and Guidelines for the Conservation of Historic Places in Canada", established under the Historic Places Program or successor guidelines as may be approved by the City are to apply to all construction, maintenance, restoration or renovation works undertaken under Parts II or III on the Building.

**3. Timing and Phasing**

This provision does not apply to the Lands.

**4. Heritage Alteration Permit(s) Approval**

- A. Changes to the building, structure, exterior appearance of the Building, features on the Lands identified in the Conservation Plan, the Donald Luxton and Associates Inc. 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 or the Donald Luxton and Associates Inc. Plan that are considered by the City Architect to be minor in nature and not affecting the character-defining elements of the Building;
  - (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 conservation architect or qualified heritage consultant acceptable to the City; or
  - (c) simple repair and maintenance of existing elements not affecting the *building* structure, exterior or interior appearance of the Building.
- C. A heritage alteration permit shall be required for all but minor alterations including, but not limited to, the following:
- (a) changes to the Building structure;
  - (b) changes to the exterior appearance of the Building;
  - (c) replacement of existing elements and/or construction of additions to the Building;
  - (d) changes to the external appearance of the Building 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, 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 the provisions of the Conservation Plan, the Donald Luxton and Associates Inc. Plan, and with heritage alteration permits sanctioning construction, alterations or other actions.

As the Building is recognized as a 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.

## 6. **Conditions**

- A. The works specified in Part III and attachments to this Conservation Plan and the Donald Luxton and Associates Inc. Plan shall be supervised by a conservation architect or qualified heritage consultant acceptable to the City.



- B. The works specified in Part III and attachments to this Conservation Plan and the Donald Luxton and Associates Inc. Plan shall be approved by a conservation architect or qualified heritage consultant acceptable to the City prior to the City granting final building approval.

### **PART III – RESTORATION STANDARDS AND SPECIFICATIONS**

**1. Site:**

See Section 5.1 " Site" of the Donald Luxton and Associates Inc. Plan.

**2. Form, Scale & Massing:**

See Section 5.2 "Form, Scale & Massing" of the Donald Luxton and Associates Inc. Plan.

**3. Foundations:**

See Section 5.3 "Foundations" of the Donald Luxton and Associates Inc. Plan.

**4. Exterior Concrete Walls:**

See Section 5.4 "Exterior Concrete Walls" of the Donald Luxton and Associates Inc. Plan.

**5. Entryways:**

See Section 5.5 "Entryways" of the Donald Luxton and Associates Inc. Plan.

**6. Fenestration:**

See Section 5.6 "Fenestration" of the Donald Luxton and Associates Inc. Plan.

**7. Roof:**

See Section 5.7 "Roof" of the Donald Luxton and Associates Inc. Plan.

**8. Addition:**

See Section 5.8 "Addition" of the Donald Luxton and Associates Inc. Plan.

**9. Exterior Colour Schedule:**

See Section 5.9 "Exterior Colour Schedule" of the Donald Luxton and Associates Inc. Plan.

The exterior paint colour shall be subject to the prior written approval of the City. If the colour of the Building is to be changed, the change shall be done in consultation with the City and reflect as best as can be determined the original appearance of the Building or heritage colours appropriate for the period of the Building.

Changes to the exterior colour scheme shall not be undertaken without being reviewed and approved by the City Architect. The City Architect may consult with the Heritage Advisory Commission about the colour scheme.

Prior to final paint application, samples of the colours should be placed on the *building* to be viewed in natural light. Final colour selection can then be verified. Matching to any other paint company products should be verified by the heritage consultant.

**10. Trees and Landscaping:**

All trees on the lot are subject to the provisions of the Surrey Tree Protection Bylaw, 2006, No. 16100 (the "Tree Bylaw") and considered to be "Protected Trees" under the Tree Bylaw.

**11. Plans and Elevations:**

The plans and elevations attached as Appendix "A-1" form part of this Heritage Conservation Plan.

These attachments depict the above described and additional details regarding the standards and specifications for relocation, restoration, rehabilitation, replication, repair, replacement or maintenance to be undertake and completed pursuant to this Conservation Plan.

**12. Other:**

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 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 conservation architect or qualified heritage consultant acceptable to the City.

Minor changes to the provisions of Part III that do not affect the character defining elements or that improve the authenticity of the restorations, may be approved by the City Architect, in consultation with the Heritage Advisory Commission.

(Note: Terms used in Appendix "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.)

**Appendix "A-1"**  
**PLANS AND ELEVATIONS**

(Attachment beginning on the next page)

**Appendix "B"**

**HERITAGE CONSERVATION PLAN**  
**Surrey Medical Building 9656 – King George Boulevard, Surrey**  
Donald Luxton & Associates Inc., March 2019

(The " Donald Luxton and Associates Inc. Plan ")

(Attachment beginning on the next page)