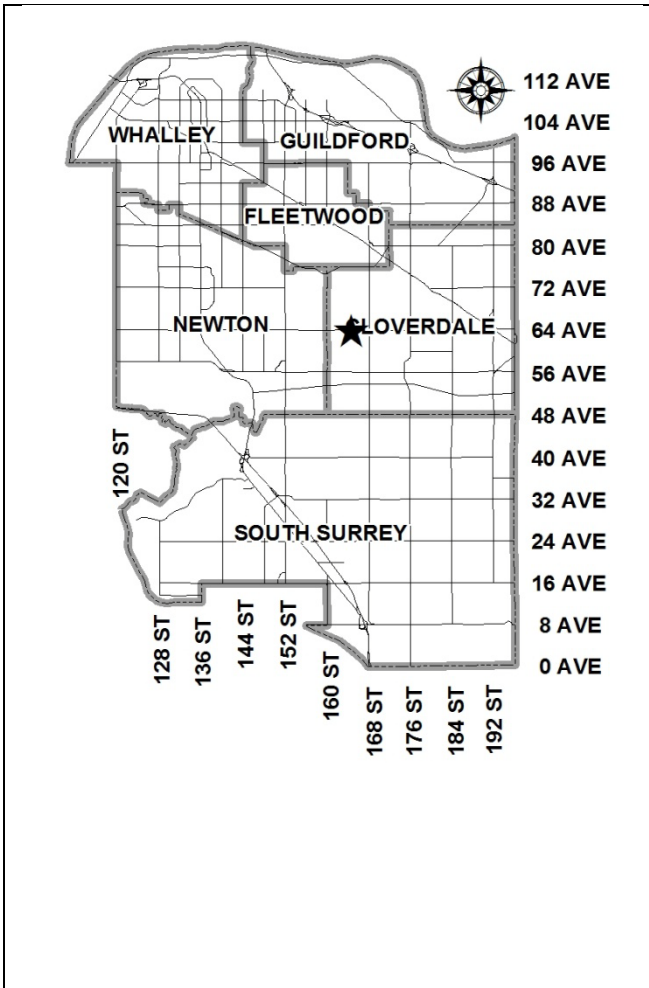


City of Surrey
PLANNING & DEVELOPMENT REPORT

File: 7911-0330-00

Planning Report Date: July 9, 2012

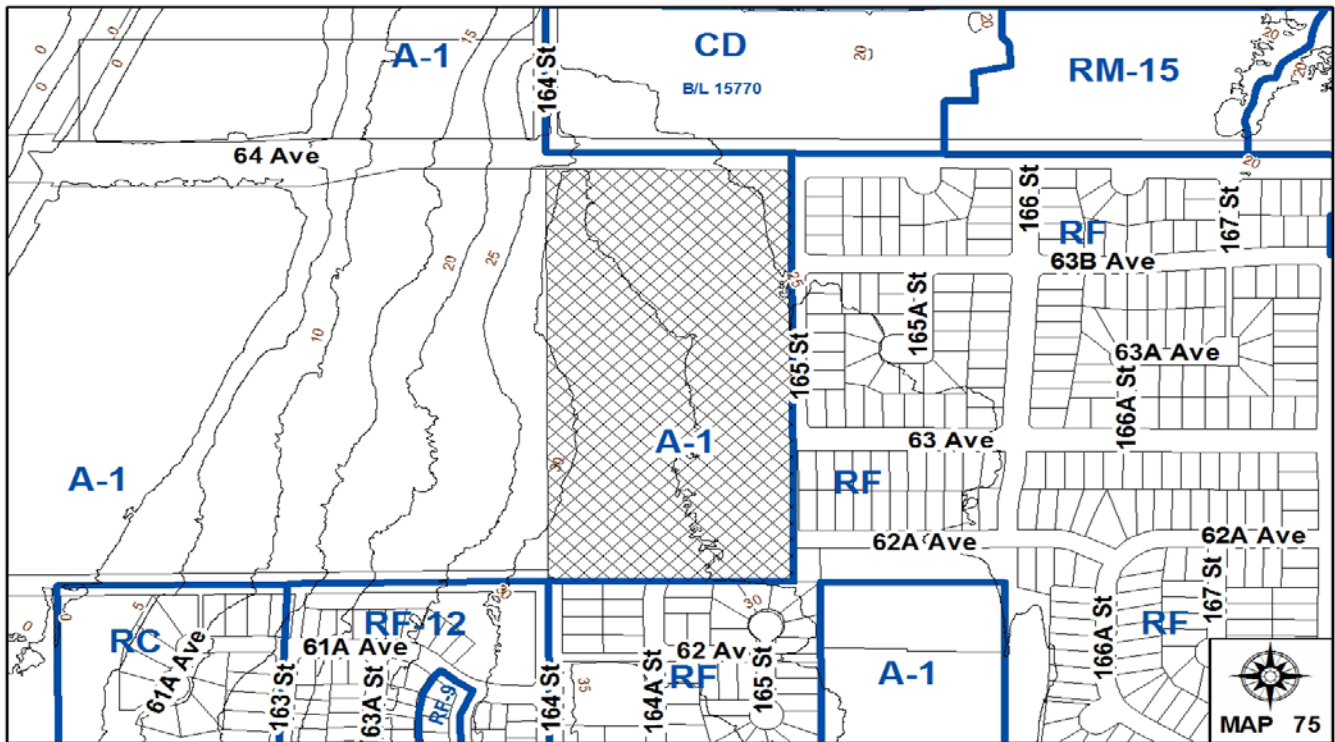


PROPOSAL:

- **OCP Amendment** of a portion from Suburban to Urban
- **NCP Amendment** of a portion from Suburban Residential Cluster 2 upa to Townhouse 15-30 upa and Single Family Small Lots and a portion from Urban Residential to Townhouse 15-30 upa and changes to the road layout
- **Rezoning** from A-1 to RM-30, RF and RF-12
- **Development Permit**
- **Heritage Revitalization Agreement**

to allow the development of approximately 65 single family lots and a future townhouse development.

LOCATION: 16420 - 64 Avenue
OWNER: Kenneth V Bose et al
ZONING: A-1
OCP DESIGNATION: Suburban
NCP DESIGNATION: Suburban Residential Cluster 2 upa and Urban Residential



RECOMMENDATION SUMMARY

- By-law Introduction and set date for Public Hearing for:
 - OCP Amendment; and
 - Rezoning.
- By-law Introduction for:
 - Interim Heritage Revitalization Agreement By-law; and
 - Heritage Revitalization Agreement By-law.
- Approval to draft Development Permit.

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- The applicant proposes an Official Community Plan Amendment for a portion of the site from Suburban to Urban, an amendment to the West Cloverdale North Neighbourhood Concept Plan for a portion of the site from Suburban Residential Cluster 2 upa to Townhouse 15-30 upa and Single Family Small Lots, and for a portion from Urban Residential to Townhouse 15-30 upa. Changes to the supporting local road network area are also proposed as part of the NCP Amendment.

RATIONALE OF RECOMMENDATION

- The proposed density and building form are appropriate for this part of Cloverdale. The townhouses adjacent 64 Avenue will help support City efforts to increase transit ridership by providing higher density development along transit routes (64 Avenue).
- The local road network has been revised to foster a grid network that can more efficiently move traffic in the community. This network provides an integrated and connected grid pattern of roads with enhanced pedestrian and cycling facilities to support active transportation. In addition, the ability to service the area with transit has been protected.
- As part of the changes to the road network, the local multi-use pathway (MUP) network has been reconsidered and expanded to provide additional opportunities for pedestrian and cycling connectivity, in addition to the sidewalks normally constructed along the new roads. The changes will help to foster a more walkable and cycling oriented community.
- The proposal will also allow for the retention, rehabilitation and revitalization of three existing heritage buildings.

RECOMMENDATION

The Planning & Development Department recommends that:

1. a By-law be introduced to amend the OCP by redesignating a portion of the subject site from Suburban to Urban and a date for Public Hearing be set.
2. Council determine the opportunities for consultation with persons, organizations and authorities that are considered to be affected by the proposed amendment to the Official Community Plan, as described in the Report, to be appropriate to meet the requirement of Section 879 of the Local Government Act.
3. a By-law be introduced to rezone the subject site from General Agriculture Zone (A-1) (By-law No. 12000) to Multiple Residential 30 Zone (RM-30) (By-law No. 12000) for Block A on the Survey Plan (attached as Appendix I), Single Family Residential Zone (RF) (By-law No. 12000) for Block C on the Survey Plan and Single Family Residential (12) Zone (RF-12) for Block B on the Survey Plan and a date be set for Public Hearing.
4. a By-law be introduced to allow the property owner and the City of Surrey to enter into an Interim Heritage Revitalization Agreement for the maintenance of the Bose Farmhouse, a Milk Cooling Shed, and the Calf Barn until the project is in order for final adoption.
5. a By-law be introduced to allow the property owner and the City of Surrey to enter into a Heritage Revitalization Agreement for the restoration, adaptive re-use and maintenance of the Bose Farmhouse, a Milk Cooling Shed, and the Calf Barn.
6. Council authorize staff to draft Development Permit No. 7911-0330-00 generally in accordance with the attached drawings (Appendix II).
7. Council instruct staff to resolve the following issues prior to final adoption:
 - (a) ensure that all engineering requirements and issues including restrictive covenants, dedications, and rights-of-way where necessary, are addressed to the satisfaction of the General Manager, Engineering;
 - (b) submission of a subdivision layout to the satisfaction of the Approving Officer;
 - (c) submission of a finalized tree survey and a statement regarding tree preservation to the satisfaction of the City Landscape Architect;
 - (d) submission of a landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department;
 - (e) resolution of all urban design issues to the satisfaction of the Planning and Development Department;
 - (f) demolition of all existing buildings and structures to the satisfaction of the Planning and Development Department, with the exception of the Henry Bose Farmhouse, the Calf Barn, and the Milk Cooling Shed;

- (g) registration of a Section 219 Restrictive Covenant to adequately address the City's needs with respect to public art, to the satisfaction of the General Manager Parks, Recreation and Culture;
 - (h) provision of a community benefit to satisfy the OCP amendment policy for Type 2 OCP amendment applications;
 - (i) the applicant address the shortfall in tree replacement trees to the satisfaction of the Planning and Development Department;
 - (j) confirmation from the British Columbia Ministry of the Environment that the existing site contamination has been remediated; and
 - (k) resolution of final issues pertaining to the Interim Heritage Revitalization Agreement and Heritage Revitalization Agreement, to the satisfaction of the General Manager Planning and Development.
7. Council pass a resolution to amend the West Cloverdale North Neighbourhood Concept Plan to redesignate a portion of the site from Suburban Residential Cluster 2 upa to Townhouse 15-30 upa and Single Family Small Lots and for a portion from Urban Residential to Townhouse 15-30 upa and changes to the road network, when the project is considered for final adoption.

REFERRALS

Engineering: The Engineering Department has no objection to the project subject to the completion of Engineering servicing requirements as outlined in Appendix III.

School District: **Projected number of students from this development:**

47 Elementary students at A.J. McLellan Elementary School
22 Secondary students at Lord Tweedsmuir Secondary School

(Appendix IV)

The applicant has advised that the dwelling units in the single family portion of the project are expected to be constructed and ready for occupancy by February 2015 (initial homes will be ready for occupancy in February 2014). It is expected that the townhouse units will be constructed and ready for occupancy by December 2016 (based on a projected 3-year build out).

Parks, Recreation & Culture: No concerns.

SITE CHARACTERISTICS

Existing Land Use: Partially treed agricultural parcel. There are six heritage buildings located on the site in varying states of disrepair, three of which will be retained.

Adjacent Area:

Direction	Existing Use	NCP Designation	Existing Zone
North (Across 64 Avenue):	3-storey apartment building.	Townhouse / Apartments (15-25 upa)	CD Zone (By-law No. 15770)
East (Across 165 Street):	Single family homes.	Urban Residential	RF
South:	Single family homes.	Urban Residential	RF
West:	Partially treed agricultural parcel under Application No. 7907-0115-00 for four, 4-storey apartment buildings (at Third Reading).	Suburban Residential Cluster 2 upa (proposing Multiple Residential)	A-1 (proposing CD based on RM-45)

JUSTIFICATION FOR PLAN AMENDMENT

- The applicant has provided the following justification in support of the proposed amendments to the Official Community Plan and the West Cloverdale North Neighbourhood Concept Plan (with staff comments in italics):
 - The development proposal preserves three heritage buildings, consisting of the Bose Farmhouse, a Milk Cooling Shed, and the Calf Barn. These structures will be refurbished or rebuilt on site and are proposed to be reused as part of the townhouse development. The Bose Farmhouse will be a self-contained residential unit, and the Milk Cooling Shed will be repurposed as a single car garage. The Calf Barn will be reconstructed at the heart of the townhouse development and will provide unique and architecturally significant amenity space for the development. A Heritage Revitalization Agreement between the applicant and the City will regulate the heritage restorations and preservation.

(An Interim Heritage Revitalization Agreement is also proposed, to allow the heritage buildings to be protected prior to the project being considered for final adoption.)

- The West Cloverdale North Neighbourhood Concept Plan designates a portion of the subject property as Suburban Residential Cluster at 2 units per acre (upa). However, with the approval of Application No. 7907-0115-00 directly west of the subject sit at 16390 – 64 Avenue, this low density designation does not meet the intent of an interconnected urban community, and if developed in conformance with the NCP, would create large suburban lots between apartment buildings and single family residential lots creating an undesirable pattern of development.

(The proposed apartment project to the west received Third Reading on January 25, 2010.)

- The proposed road pattern also requires an amendment to the Neighbourhood Concept Plan. The revised road pattern provides for a better interface between the proposed residential development, and addresses several safety issues associated with sightlines and driveway accesses.

(Staff requested the local road network be revised to foster a grid network that can more efficiently move traffic in the community. This network provides an integrated and connected grid pattern of roads with enhanced pedestrian and cycling facilities to support active transportation. In addition, the ability to service the area with transit has been protected.

The revised road pattern includes the re-alignment of 164 Street shared between the subject property and the adjacent site to the west (under Application No. 7907-0115-00). To achieve this alignment, the owners of both properties have agreed to each provide an 11-metre / 36 ft. wide statutory right-of-way (representing the width of half a collector road) at this time, to allow either owner to construct the full road. Upon completion of both applications, these rights-of-way would become dedicated road allowance.)

- It is Council's policy that amendments to the Official Community Plan be considered only if, in its opinion, the proposed amendment will provide significant community benefit. To fulfil this requirement the applicant has agreed to pay for the relocation and redevelopment of the existing retaining wall along 64 Avenue (see Community Benefit section below). Staff support the proposed community benefit.

DEVELOPMENT CONSIDERATIONS

- The subject 7.78-hectare (19.22-acre) site is located in West Cloverdale at the southwest corner of the 64 Avenue and 165 Street intersection. The site is designated Suburban in the Official Community Plan (OCP), Suburban Residential Cluster 2 upa and Urban Residential in the West Cloverdale North Neighbourhood Concept Plan (NCP), and is zoned General Agriculture (A-1).
- The application proposes the following:
 - amendment to the Official Community Plan (OCP) on a portion of the site from Suburban to Urban;
 - amendment to the West Cloverdale North Neighbourhood Plan on portions of the site from Suburban Residential Cluster 2 upa to Townhouse 15-30 upa and Single Family Small Lots and for a portion from Urban Residential to Townhouse 15-30 upa and changes to the road network;
 - rezoning from General Agriculture Zone (A-1) to Multiple Residential (30) Zone (RM-30), Single Family Residential Zone (RF) and Single Family Residential (12) Zone (RF-12);
 - Heritage Revitalization Agreement for the restoration, adaptive re-use and maintenance of the Bose Farmhouse, a Milk Cooling Shed, and the Calf Barn;
 - General Development Permit; and
 - subdivision

to allow for the development of approximately 65 single family lots and a future 158-unit townhouse development.

- The site, which is commonly referred to as the Bose Farm, is the eastern portion of the former Henry Bose Farm. Six buildings on the property are listed on the City of Surrey's Community Heritage Register. The applicant will be required to enter into a Heritage Revitalization Agreement (HRA) for the retention, relocation and revitalization of three of the heritage buildings on the proposed townhouse site.
- The application proposes both a single family subdivision, comprised of 5 RF-zoned lots and 60 RF-12-zoned lots, and establishes the framework, through a General Development Permit, for a future 158-unit townhouse development. The initial application proposed 5 RF-zoned lots and 75 RF-12-zoned lots, in addition to proposing a future 114-unit townhouse development through a General Development Permit, but due to staff's request to modify the road network, the application was revised.
- The local road network is proposed to be revised to foster a grid network that can efficiently and safely move traffic in the community and to improve safety along the bus route for 164 Street and 63 Avenue.
- The development features the implementation of a number of multi-use pathways on 64 Avenue, 63 Avenue, 164 Street and 165 Street. As well as providing an enhanced pedestrian and cycling environment for the neighbourhood, the pathways also provide important connections to and extensions of the Hook and Sullivan Greenways. These multi-use pathways will be coordinated with the proposed multi-use pathways on the adjacent site to the west at 16390 – 64 Avenue (Application No. 7907-0115-00, presently at Third Reading).
- To facilitate the planned Hook Greenway on 64 Avenue, the existing retaining wall that runs along the northern property line of the site will be relocated approximately 5.7 metres (19 ft.) south. In its current location, the retaining wall is within the City road right-of-way and thus precludes the development of a multi-use pathway along 64 Avenue.

Community Benefit

- Applications proposing Type II OCP Amendments are required to provide a Community Benefit in support of the proposed land use re-designation. To fulfil this requirement, the applicant has agreed to pay for the relocation of the retaining wall along 64 Avenue. The current retaining wall, which is constructed of unattractive lock block, will be reconstructed using more attractive, higher quality materials. The applicant has also indicated that the site will be partially re-graded thereby lowering the height of the retaining wall.

Heritage Revitalization Agreement

- Bose Farm has considerable heritage value for its long and close association with the Bose family, a pioneer Surrey family that has played an important role in the community for more than a century. The structures and landscape features individually are representative of past methods of building and growing.

- The applicant has agreed to enter into a Heritage Revitalization Agreement (HRA) to ensure the preservation of the Henry Bose Farmhouse, Milk Cooling Shed, and Calf Barn and has submitted a Conservation Plan. The HRA will allow the reconstruction of the farmhouse and the relocation of the milk cooling shed to the northeast corner of the site, where they can be rehabilitated to facilitate their future use as a house and single car garage within the townhouse development. These buildings will be included as part of the future strata development.
- The HRA will also allow for the relocation and re-use of the Calf Barn as the amenity building for the townhouse development. All of the buildings will be located in areas which can be viewed from the public realm.
- The HRA was reviewed and supported by the Heritage Advisory Commission (HAC) on June 27, 2012. The HAC recommended the inclusion of a second story board on 63A Avenue in addition to identifying a mechanism for the long term maintenance of the story boards as they will be located on private property.

Arborist Report and Tree Location/Retention Plan

- The Arborist Report, prepared by Frogger's Creek Tree Consultants Ltd. and dated June 21, 2012, identifies 332 mature trees on the site. All trees, with the exception of two, are proposed to be removed either because they would not survive individually (presently in a forest grown condition), are affected by the proposed grading on the site, or due to their poor condition.
- The table below provides a summary of the proposed tree retention and removal by species:

Tree Species	Number of Trees	Number to be Retained	Number to be Removed
Western Red Cedar	168	0	168
Red Alder	66	0	66
Big Leaf Maple	38	0	38
Douglas Fir	18	0	18
Cottonwood	11	0	11
Sitka Spruce	10	0	10
Cherry	6	2	6
Paper Birch	4	0	4
Western Hemlock	3	0	3
English Walnut	2	0	2
Silver Birch	2	0	2
Beech	1	0	1
English Oak	1	0	1
Norway Maple	1	0	1
Serbian Spruce	1	0	1
Total	332	0	332

- Surrey's Tree Protection By-law requires that all trees be replaced at a 2:1 ratio, excluding Red Alder and Black Cottonwood (to be replaced at a 1:1 ratio). The applicant proposes 454 replacement trees to be provided, which is 129 trees fewer than the 583 required under the

Tree Protection By-law. The applicant will be required to provide cash-in-lieu of these trees the City’s Green City Fund in the amount of \$116,100.00.

Multiple Residential Portion

- As the applicant does not wish to proceed with the development of the proposed townhouse site at this time, a General Development Permit will be required to provide a general framework for development of the site in the future.
- The General Development Permit proposes approximately 158, duplex and three-storey townhouse units, however the final number and form and character will need to be determined through a detailed Development Permit application. Each unit will be required to provide two resident parking spaces. Parking is proposed in a combination of tandem and side-by-side garages. Vehicular access to the site is proposed from the future 63A Avenue.
- Units that front onto 64 Avenue, 165 Street and 63A Avenue are street-oriented and will have direct pedestrian access.

Single Family Residential Portion

- The applicant is proposing the creation of 60 RF-12-zoned lots and 5 RF-zoned lots.

Rezoning From RA to RF-12 (Block B on Survey Plan)

- The applicant proposes to rezone a 3.95-hectare (9.75 ac.) portion of the subject parcel from RA to RF-12 (Appendices I and II).
- The proposed subdivision layout identifies a combination of Type II Interior Lots (proposed Lots 1-8,10-34, 41-51,and 54-64) and Corner Lots (proposed Lots 40,52,53 and 65) in addition to providing one Type I corner lot. All proposed RF-12 lots conform to the RF-12 Zone for size, width and depth as shown in the tables below.

	RF-12 Requirements Type II (Interior)	Proposed (Lots 1-8,10-34, 41-51,54-64)
Lot Size	320 m ² (3,445 sq. ft.)	411 m ² (4,424 sq. ft.)
Lot Width	13.4 m (44 ft.)	Min 13.4 m (44 ft.)
Lot Depth	22 m (72 ft.)	30 m (98.4 ft)

	RF-12 Requirements Type II (Corner)	Proposed (Lots 40,52,53 and 65)
Lot Size	375 m ² (4,037 sq. ft.)	Min 458 m ² (4,585 sq. ft.)
Lot Width	15.4 m (51 ft.)	Min. 15.4 m (50.5 ft.)
Lot Depth	22 m (72 ft.)	Min. 30 (98.4 ft.)

	RF-12 Requirements Type I (Corner)	Proposed (Lot 9)
Lot Size	375 m ² (4,037 sq. ft.)	Min 462 m ² (4,973 sq. ft.)
Lot Width	14 m (46 ft.)	Min.14 m (46 ft.)
Lot Depth	26 m (85 ft.)	Min. 33.33 (109.4 ft.)

- Lands proposed for RF-12 zoning comprise approximately 51% of the parent parcel.

Rezoning From RA to RF (Block C on Survey Plan)

- The applicant proposes to rezone the remaining 0.38-hectare (0.95 ac.) portion of the subject parcel, comprised of lands immediately south of the 62A Avenue extension, from RA to RF. Lands proposed as RF would comprise approximately 5% of the parent parcel (Appendices I and II).
- A summary of the 5 proposed RF lots is as follows:

	RF Requirements	Proposed (Lots 35-39)
Lot Size	560 m ² (6,000 ft ²)	Min. 560 m ² (6,028 ft ²) *
Lot Width	15 m (50 ft.)	Min. 15 m (50 ft.)
Lot Depth	28 m (90 ft.)	Min. 28 m (90 ft.)

* Except proposed Lot 36 at 542 m² (5,834 ft.²)

- All lots, with the exception of proposed Lot 36, meet the requirements for size, width, and depth of the RF Zone. Lot 36 has a lot size of 542 square metres (5,834 sq.ft.). However, Zoning By-law No. 12000 allows the Approving Officer to permit one lot to be less than the minimum lot area, provided it is not less than 90% of the minimum lot area required for the zone.

Building Design Guidelines & Proposed Lot Grading

- Apex Deign Group Inc. prepared the Neighbourhood Character Study and Building Design Guidelines dated June 23, 2012. The Character Study involved reviewing a number of existing homes in the neighbourhood to establish suitable design guidelines for the proposed subdivision. A summary of the guidelines is attached (Appendix VI).
- The applicant has submitted a preliminary lot grading plan prepared by McElhanney Consulting Services Ltd., which has been reviewed by staff and found to be acceptable. The applicant is proposing to incorporate approximately 1.0 metre (3 ft.) of fill in portions of the site.
- In-ground basements are proposed based on the preliminary lot grading information submitted by the applicant.

PRE-NOTIFICATION AND PUBLIC INFORMATION MEETING

Pre-notification letters were sent on March 9, 2012 and again on June 22, 2012 as a result of changes to the proposal. In response, correspondence was received from 12 residents who identified the following concerns:

- Nine residents expressed concern with the amount of traffic in the area or had transportation related concerns. Specific concerns are as follows:

- Four of the residents noted that an additional connection is required to 64 Avenue, as presently there is only one access to 64 Avenue from 166 Street. One of these residents noted the impact that the increased density would have on the existing road network.
- Two of the residents noted the amount of traffic along 64 Avenue, something which would likely become worse with the additional density that is proposed. Two additional residents noted the speed limit on 64 Avenue (60 km/hr) as an issue as people routinely exceed this.
- One resident noted that there presently is a shortage of parking available in the community, which is perceived to be resulting from the existing multi-family developments. It is believed that this development will add to this problem.
- One resident noted that traffic calming mechanisms are required along 63 Avenue.

(The proposed development is supported by new local and collector roads that integrate with the existing road network. Access to the neighbouring arterial roads (64 Avenue and 168 Street) is provided via the collector roads of 63 Avenue and 166 Street to the north and the collector roads of 164 Street and 60 Avenue to the south. Full movement traffic signals exist at both 166 Street and 64 Avenue and at 60 Avenue and 168 Street.

The section of 64 Avenue in the vicinity of the development site carries approximately 28-30,000 vehicles per day. 64 Avenue is classified as an Arterial Road within the City's Road Classification Map (R 91). As such it is intended to carry higher traffic volumes. Traffic associated with this development will be distributed across the broader collector and arterial road networks with a proportion using 64 Avenue. 64 Avenue is a bus route and the concentration of townhouses adjacent to this corridor will help support transit ridership. Improvements have been made to 64 Avenue in recent years with new pavement markings on the eastbound side of the road. Further improvements have been required in association with the planned access to the future development site immediately west of the subject site (Application No. 7907-0115-00).

A number of roads associated with this development have been designed to allow parking on both sides so as to maximize the supply of on-street parking. The single family component of the development will provide for a minimum of 2 parking spaces per lot and the townhouse site, when it develops, will also be required to meet current by-law standards for both resident and visitor parking.

The City has a Council-approved traffic calming policy that permits traffic calming on local roads subject to certain speed and volume criteria being met. Traffic calming on collector roads such as 63 Avenue, is not permitted under this policy, the exception being outside Elementary School frontages.)

- Four residents expressed concern that there is already insufficient space in the local schools, with one of the residents noting that the local elementary school (AJ McLellan Elementary) presently has 8 portables. Similarly another resident noted that the local high school (Lord Tweedsmuir) recently had to modify its school hours to try and accommodate the number of students in the catchment area. It is believed that without some consideration being given for how the school system may be able to accommodate the additional students, that the situation is likely to be impacted by the additional residents.

(The Surrey School District has advised that they are presently over-capacity for both AJ McLellan Elementary School and Lord Tweedsmuir Secondary School and are projected to continue to be for the foreseeable future. AJ McLellan completed an 8-classroom expansion in 2011, whereas there are no approved capital expenditures to allow for additional secondary school space in the area.)

- Three residents expressed concern with the proposal to remove a larger number of trees and forested area without any green space being provided. It was further noted that many species of wildlife have been sighted (e.g. owls, deer, coyotes and a crane) in the area. One resident noted that they have sighted a pair of bald eagles return yearly to raise their young in the forested areas.

(The applicant has submitted a Raptor and Heron Nest Survey as part of their application. The report identified what is believed to be a red tailed hawk nest and the presence of said species. The report's findings were accepted by the City of Surrey's Environmental Coordinator.)

- A resident also expressed concern with the proposed density, with the fear being that this is not in-keeping with the existing development in the area.

(The proposed townhouse density along 64 Avenue will help support transit use by providing additional density along a frequently used route. Additionally the development, both the single family and townhouse components, should help to provide an acceptable buffer between the proposed apartment buildings to the west (Application No. 7907-0115-00 located at 16390 – 64 Avenue) and the existing single family developments to the east and south.

The general urban design guidelines will help the townhouse project better integrate with the adjacent single family residences. For example duplex units will be required along 165 Street to provide a gradual transition to the areas proposing increased density.)

- One resident also indicated that it was their belief that the proposed development would have a negative impact on property values.
- One resident indicated that the additional development would result in a significant amount of noise and additional pollution.

Public Information Meeting (PIM)

The applicant conducted a Public Information Meeting (PIM) on Tuesday March 27, 2012. The meeting was attended by approximately 50 residents. However only 25 people signed in and 14 response forms were received. It should be noted that the proposed layout which was presented at the PIM has changed significantly following the meeting. In response to this change, a second pre-notification letter was sent out on June 22, 2012 showing the amended layout, which is the same layout attached to this report as Appendix II.

The issues and concerns raised at the PIM mirrored those identified through the pre-notification letter process. More specifically the comments were as follows:

- Seven residents identified tree retention as a significant issue that should be considered in any layout. Similarly, three residents noted that there should be a park created, similar to what is proposed on the adjacent property to the west at 16390 – 64 Avenue (Application No. 7907-0115-00).

(See staff response in previous section.)

- It should also be noted that six of the residents commented that the site presently provides valuable habitat for a significant number of wildlife species (e.g. deer, owls, eagles, coyotes, etc.). In this regard an environmental assessment should be provided and the lands should be considered for preservation.

(See staff response in previous section.)

- Four residents noted that available capacity at the local elementary school would be impacted by additional development, while another resident questioned if another high school is needed in the area.

(See staff response in previous section.)

- Four residents expressed traffic related concerns including the amount of traffic on the local network including 64 Avenue and particularly 166 Street, which is the sole access point to the community from 64 Avenue, and a lack of traffic calming measures (e.g. speed bumps, roundabouts, etc.) in the area.

(See staff response in previous section.)

- Five residents expressed concern with how construction traffic would access the community while the site was under development. Some of these residents indicated that direct access should be provided from 64 Avenue during the construction period to avoid construction vehicles using the local road network.

(Engineering has advised that there is a current driveway off of 64 Avenue associated with the existing residential building on the site. Access directly onto 64 Avenue will likely be required for earlier phases of the construction of the site (site re-grading, road and service construction). However, this will have to be removed in conjunction with the construction that will take place along 64 Avenue (relocation of the retaining wall). Construction traffic associated with the building of the houses will be required to use the existing road connections.)

- Three residents expressed concern that multiple residential units are being proposed in a primarily single family area and similarly that there is too much density being proposed. One of these residents noted that only single family houses should be proposed.
- Two residents further noted that the size of the single family lots should be a minimum 560 square metres (6,100 sq. ft.) to match the existing single family lots in the area.

- Two attendees did express support for the proposal, while one of these residents noted that the proposal provided a good transition from the proposed higher density apartment buildings to the west at 16390 – 64 Avenue (Application No. 7907-0115-00, presently at Third Reading).

PUBLIC CONSULTATION PROCESS FOR OCP AMENDMENT

Pursuant to Section 879 of the Local Government Act, it was determined that it was not necessary to consult with any persons, organizations or authorities with respect to the proposed OCP amendment, other than those contacted as part of the pre-notification process.

INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I.	Lot Owners, Action Summary, Project Data Sheets and Survey Plan
Appendix II.	Proposed Subdivision Layout, Site Plan, Building Elevations, Landscape Plans and Perspective
Appendix III.	Engineering Summary
Appendix IV.	School District Comments
Appendix V.	Heritage Advisory Commission Minutes
Appendix VI.	Building Design Guidelines Summary
Appendix VII.	Summary of Tree Survey and Tree Preservation
Appendix VIII.	NCP Plan
Appendix IX.	OCP Redesignation Map
Appendix X.	Public Information Meeting Map of Responses
Appendix XI.	Interim Heritage Revitalization By-law
Appendix XII.	Heritage Revitalization By-law

INFORMATION AVAILABLE ON FILE

- Environmental Report Prepared by Envirowest Consultants Inc. Dated March 26, 2012.

original signed by Judith Robertson

Jean Lamontagne
General Manager
Planning and Development

SML/kms

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SUBDIVISION DATA SHEET

Proposed Zoning: RF and RF-12

Requires Project Data	Proposed
GROSS SITE AREA	
Acres	10.7 ac
Hectares	4.33 ha
NUMBER OF LOTS	
Existing	1
Proposed	65
SIZE OF LOTS	
Range of lot widths (metres)	13.4 to 37.5 m
Range of lot areas (square metres)	411 sq. m. to 791 sq. m.
DENSITY	
Lots/Hectare & Lots/Acre (Gross)	15 lots /ha (6.07 lots/ac)
Lots/Hectare & Lots/Acre (Net)	n/a
SITE COVERAGE (in % of gross site area)	
Maximum Coverage of Principal & Accessory Building	35 %
Estimated Road, Lane & Driveway Coverage	22%
Total Site Coverage	57%
PARKLAND	
Area (square metres)	n/a
% of Gross Site	
	Required
PARKLAND	
5% money in lieu	YES
TREE SURVEY/ASSESSMENT	
	YES
MODEL BUILDING SCHEME	
	YES
HERITAGE SITE Retention	
	YES
BOUNDARY HEALTH Approval	
	NO
DEV. VARIANCE PERMIT required	
Road Length/Standards	NO
Works and Services	NO
Building Retention	NO
Others	NO

SURVEY PLAN TO ACCOMPANY CITY OF SURREY BYLAW NO. OVER PARTS OF PCL K (PLAN WITH ABS. FEE 15195A) NE 1/4 SEC 12 TP 2 EXCEPT: FIRSTLY PT ON BYLAW PLAN 56758 & SECONDLY: PART DED. ROAD ON PLAN LMP32187 NWD

64 AVE

SRW PLAN EPP15034

B.C.G.S. 92G016
CITY OF SURREY

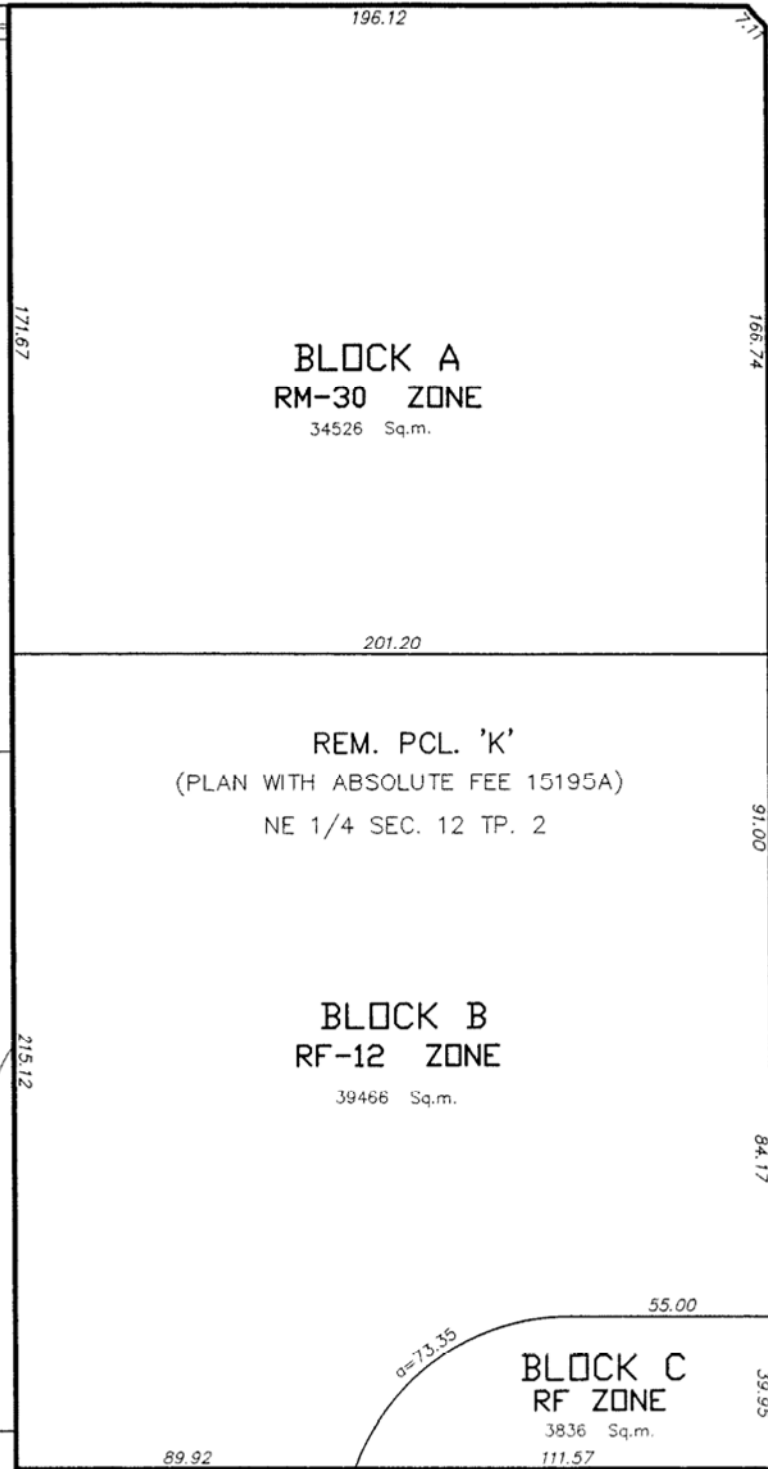
LEGEND

SCALE 1:2000



(All distances are in metres)

-property dimensions are derived from field survey



REM. NW 1/4
SEC. 12 TP. 2

SRW PLAN EPP15032

Certified correct according to LTD records This 26th day of June 2012

Gene Paul Nikula
SEAL

GENE PAUL NIKULA B.C.G.S. 803

THIS DOCUMENT IS NOT VALID UNLESS ORIGINALLY SIGNED AND SEALED

165 ST



62A AVE

SRW LMP52283
LMP54352
15 PLAN
LMP54350

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DHALI WAL AND ASSOCIATES
LAND SURVEYING INC.
121-13140 80th Avenue
Surrey, B.C. V3W 3B2
Phone: 604 501-6188
Fax: 604 501-6189
File: 1111003-Z01.DWG

164 ST

164A ST

1 8 9 15 16 17
PLAN BCP5760

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

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NOTES:

- PRELIMINARY LAYOUT ONLY, SUBJECT TO APPROVAL.
- AREAS AND DIMENSIONS ARE SUBJECT TO DETAILED SURVEY AND CALCULATION, AND MAY VARY.
- NOT TO BE USED FOR LEGAL TRANSACTIONS.

LAYOUT ASSUMES R.F. 12 ZONE LOTS 1-34 AND 40-65;
MINIMUM 320 sq.m. 13.4m wide 22.0m deep

LAYOUT ASSUMES R.F. ZONE LOTS 35-39;
MINIMUM 560 sq.m. 15.0m wide 28.0m deep.
* Area reduction required Lot 36.

SKETCH 31

Scale: 1:1250
Date: July 3, 2012
Job No.: 2111-02840-0

McElhanney
McElhanney Consulting Services Ltd.
13160-88TH AVENUE
SURREY, B.C.
PHONE (604) 596-0391
FAX (604) 596-8853

M:\Proj\2111-02840-0\Platform - Base Form\10.0 DRAWINGS\10.0 Planning\10.0.2.2 Drawings\10.0.2.2 02840-0 Sketch 31.dwg, 03/07/2012 11:59:57 AM

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DEVELOPMENT DATA

ZONING :	RM - 30
SITE AREA :	335,866.0 S.F. 31,934.4 m ² 7.61 Ac. 3.114 Ha.
DENSITY :	ALLOWABLE: 234 UNITS 30.4 U.P.Ac. 75 U.P.Ha. PROPOSED: 158 UNITS 20.5 U.P.Ac. 51 U.P.Ha.
F.A.R. :	ALLOWABLE: 0.40 301,668.0 S.F. 28,025.9 m ² PROPOSED: 0.20 268,123.1 S.F. 24,904.4 m ²
SITE COVERAGE :	ALLOWABLE: 45% 150,834.1 S.F. 14,012.9 m ² PROPOSED: 34% 131,865.0 S.F. 12,250.7 m ²
AMENITY :	INDOOR REQUIRED: 32.3 / UNIT 5,103.4 S.F. 474.1 m ² PROVIDED: 1,324.0 S.F. 123.5 m ²
OUTDOOR	REQUIRED: 32.3 / UNIT 5,103.4 S.F. 474.1 m ² PROVIDED: 14,266.0 S.F. 1,334.6 m ²
PARKING :	REQUIRED: 2 / UNIT 316.0 (RESIDENT) 0.2 / UNIT 31.6 (VISITORS) TOTAL 347.6 SPACES PROVIDED: 2 / UNIT 316 (RESIDENT) 32 (VISITORS) TOTAL 348 SPACES

UNIT BREAKDOWN:

UNIT A	3 BED 3 STOREYS	GARAGE + 2ND CARPARK	1,640.0 x 4 UNITS = 6,560.0
UNIT A1	3 BED 3 STOREYS	GARAGE + 2ND CARPARK	1,640.0 x 4 UNITS = 6,560.0
UNIT B	3 BED 3 STOREYS	TANDEM GARAGE	1,431.0 x 47 UNITS = 67,539.0
UNIT B1	3 BED 3 STOREYS	TANDEM GARAGE	1,431.0 x 47 UNITS = 67,539.0
UNIT B2	2 BED 3 STOREYS	TANDEM GARAGE	1,300.0 x 9 UNITS = 11,700.0
UNIT C	3 BED 2 STOREYS + BSMT.	DOUBLE GARAGE	2,303.0 x 12 UNITS = 27,636.0
UNIT D	3 BED 3 STOREYS	DOUBLE GARAGE	2,234.0 x 20 UNITS = 44,680.0
UNIT D1	3 BED 3 STOREYS	DOUBLE GARAGE	2,216.0 x 14 UNITS = 31,064.0
HERITAGE FARM HOUSE	2 STOREYS + BSMT.	GARAGE + 2ND CARPARK	2,845.1 x 1 UNIT = 2,845.1
ELECTRICAL ROOMS			1,200.0
TOTAL	158 UNITS		268,123.1
			24,904.44

53	54	55	56	57	58	59	60	61	62	63
52	51	50	49	48	47	46	45	44	43	42

CONCEPTUAL SITE PLAN

SCALE: 1" = 40'-0"

ISSUED FOR	
BY	
DATE	
ISSUE	
REV. NO.	
DATE	
BY	
DATE	

DESIGN :	SKP
DRAWN :	
DATE :	Jan 20 20
SCALE :	1" = 40'-0"
CLIENT :	PLATINUM GROUP
PROJECT :	HENRY BOSE FARM 64TH AVENUE SURVEY
SHEET CONTAINS :	CONCEPTUAL SITE PLAN AND DEVELOPMENT DATA

barnett dembek
ARCHITECTS INC.

UNIT 135
7536 130 STREET,
SURREY, B.C.
V3W 1H8

PHONE: (604) 597-7100
FAX: (604) 597-2098
EMAIL: mail@bdarkitex.com

CLIENT NO:	466	DRAWING NO:	AG-1D
PROJECT NO:	11038	REV. NO.:	

(AMENITY BUILDING NOT INCLUDED IN FAR)

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FRONT ELEVATION - 64TH AVENUE

SCALE: 1/8" = 1'-0"



TYPICAL SIDE ELEVATION

SCALE: 1/8" = 1'-0"

SCHEDULE OF FINISHES

- ① ASPHALT SHINGLES
- ② PREFINISHED ALUMINUM GUTTER ON 2X10 HOOD FASCIA
- ③ 2X10 HOOD FASCIA
- ④ 2X10 HOOD TRIM
- ⑤ SHAKE SIDING
- ⑥ HORIZONTAL SIDING
- ⑦ 1X4 CORNER TRIM
- ⑧ VINYL FRAMED WINDOWS C/M 1X6 HOOD TRIM
- ⑨ KNEE BRACE
- ⑩ 5'-0" HIGH PRIVACY SCREEN
- ⑪ 12 x 12 HOOD POST
- ⑫ GARAGE DOOR
- ⑬ PREFAB ALUMINUM RAILING



REAR ELEVATION

SCALE: 1/8" = 1'-0"

ISSUED FOR	
BY	
DATE	
ISSUE	
NO.	
DATE	
NO.	
DATE	
NO.	

DESIGN:	DK
DRAWN:	DK
DATE:	JUN 21/12
SCALE:	1/8" = 1'-0"
CLIENT:	PLATINUM GROUP
PROJECT:	HERBY BOSE FARM 64TH AVENUE, SURREY
SHEET CONTAINS:	BUILDING ELEVATIONS

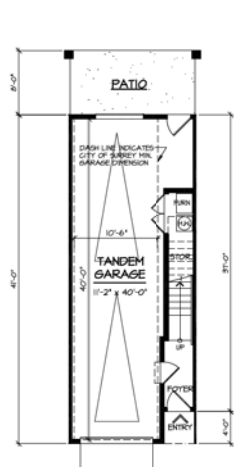
barnett dembok
ARCHITECTS INC.

UNIT 135,
7536 130 STREET,
SURREY, B.C.
V3W 1H8

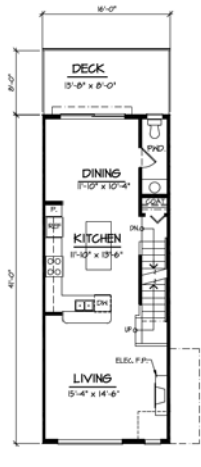
PHONE: (604) 597-7100
FAX: (604) 597-2099
EMAIL: info@bdarkitex.com

CLIENT NO.	466	SHEET NO.	AC-031
PROJECT NO.	11038	REV. NO.	

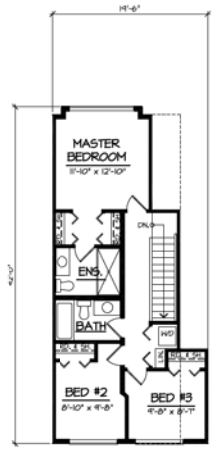
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BASEMENT FLOOR PLAN
SCALE: 1/8" = 1'-0" BASEMENT AREA: 18 S.F.
GARAGE AREA: 524 S.F.

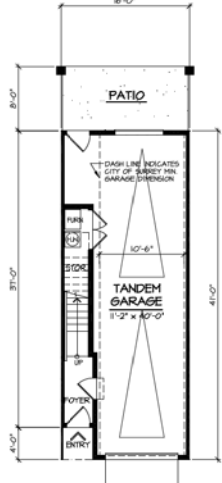


MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0" 656 S.F.

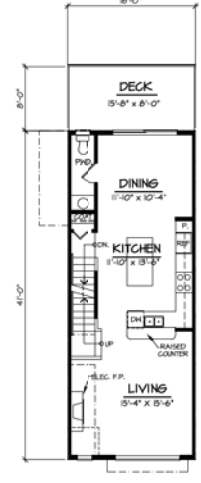


UPPER FLOOR PLAN
SCALE: 1/8" = 1'-0" 666 S.F.

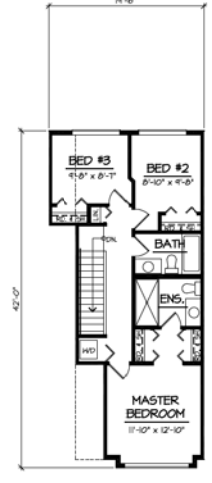
UNIT TYPE 'B'
TOTAL FLOOR AREA: 1,430 S.F.
(GARAGE NOT INCLUDED)



BASEMENT FLOOR PLAN
SCALE: 1/8" = 1'-0" BASEMENT AREA: 18 S.F.
GARAGE AREA: 524 S.F.



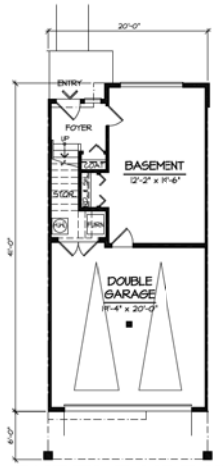
MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0" 656 S.F.



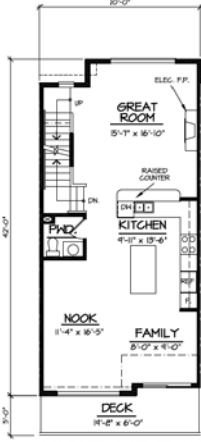
UPPER FLOOR PLAN
SCALE: 1/8" = 1'-0" 666 S.F.

UNIT TYPE 'B'
TOTAL FLOOR AREA: 1,430 S.F.
(GARAGE NOT INCLUDED)

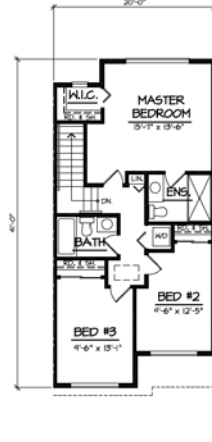
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BASEMENT FLOOR PLAN
SCALE: 1/8" = 1'-0" BASEMENT AREA: 312 S.F.
GARAGE AREA: 415 S.F.



MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0" 840 S.F.



UPPER FLOOR PLAN
SCALE: 1/8" = 1'-0" 760 S.F.

UNIT TYPE 'D'
TOTAL FLOOR AREA: 1,917.0 S.F.
(GARAGE NOT INCLUDED)

DESIGN: SJA	DATE: JUN 25 2018	SCALE: 1/8" = 1'-0"
DRAWN: SJA		
CHECKED: SJA		
PROJECT: HERBY BOSE FARM		
CLIENT: PLATINUM GROUP		
PRODUCT: BATH AVENUE, SURREY		
SHEET CONTENTS: UNIT PLANS		

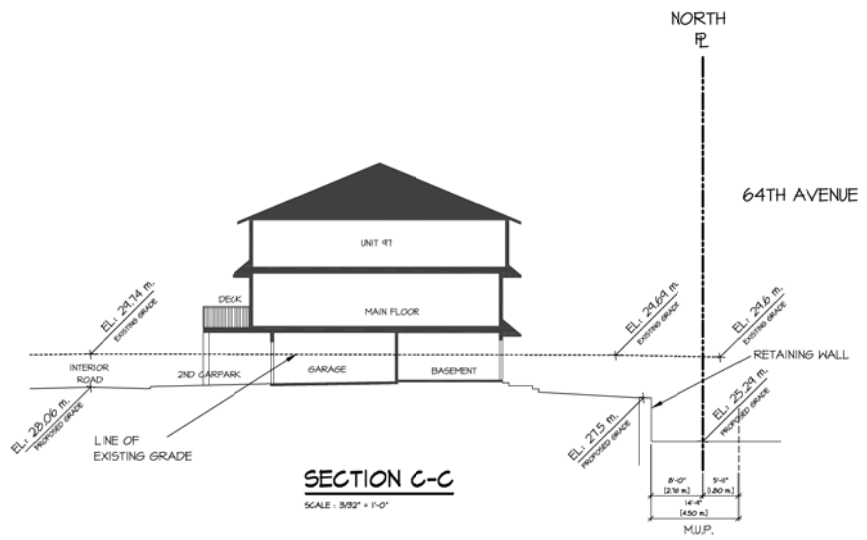
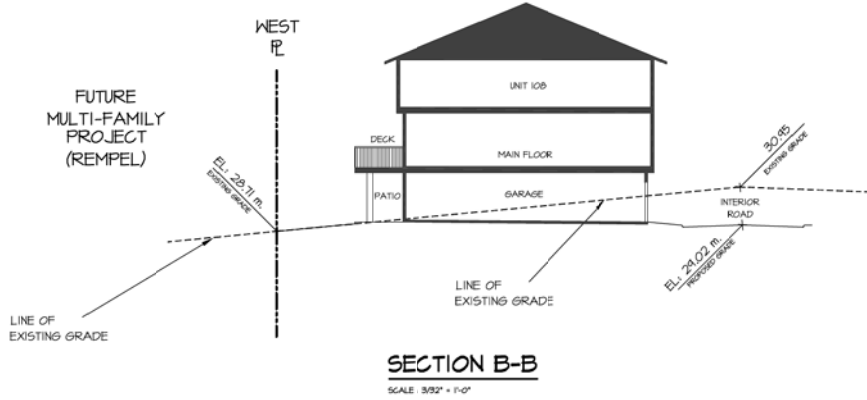
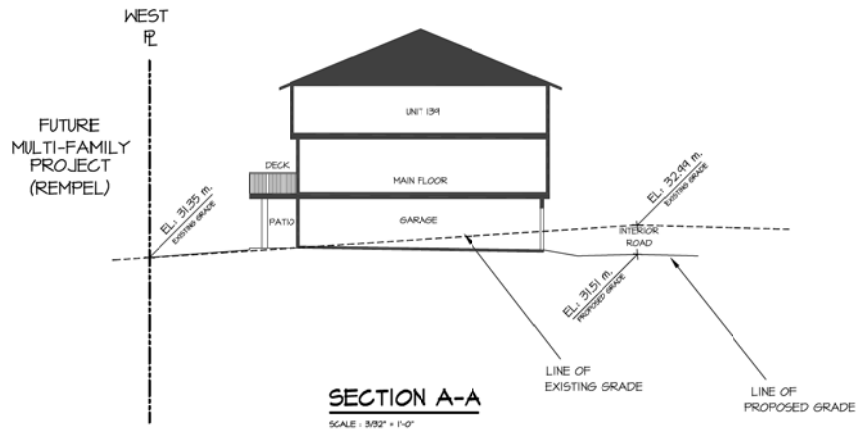
barnett dembek
ARCHITECTS INC.

UNIT 135,
7536 130 STREET,
SURREY, B.C.
V3W 1H8

PHONE: (604) 597-7100
FAX: (604) 597-2099
EMAIL: info@barnett.com

CLIENT NO:	466	SHEET NO:	AC-2.1
PROJECT NO:	11038	REV NO:	

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ISSUE NO.	ISSUED FOR	DATE	BY

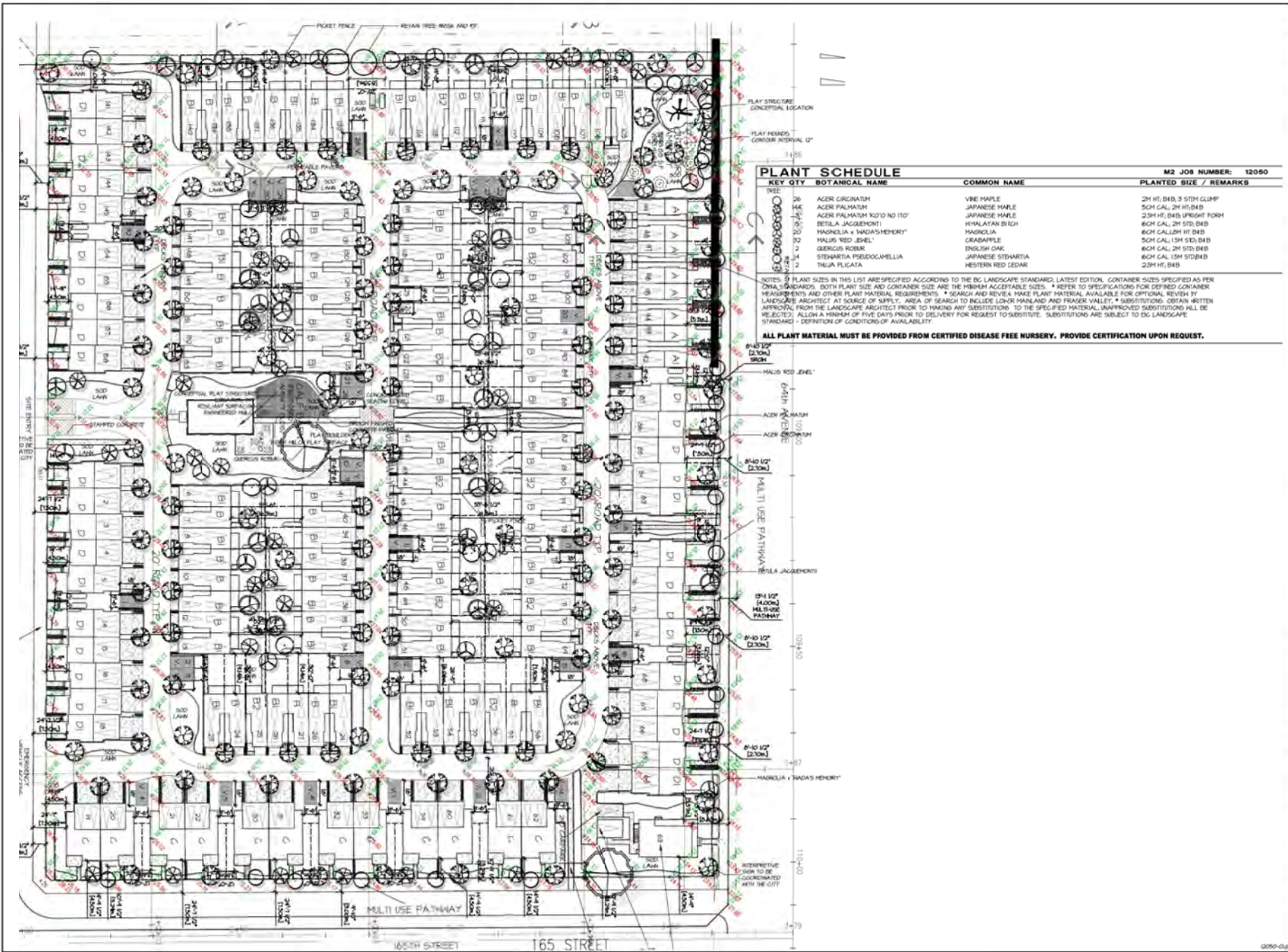
DESIGN: DK	DRAWN: DK	DATE: Jun 2/12	SCALE: 3/32" = 1'-0"
CLIENT: PLATINUM GROUP	PROJECT: HENRY BOSE FARM 64TH AVENUE, SURREY	SHEET CONTAINS: SITE SECTIONS	

barnett dembek
ARCHITECTS INC.

UNIT 131,
7536 130 STREET,
SURREY, B.C.
V3W 1H8

PHONE: (604) 597-7100
FAX: (604) 597-2099
EMAIL: mail@bdarkitex.com

CLIENT NO: 466	SHEET NO.: AG-1.2
PROJECT NO: 11038	REV. NO.:



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#220 - 26 Lorne Mews
 New Westminster, British Columbia
 V3M 3L7
 Tel: 604.553.0044
 Fax: 604.553.0045
 Email: office@m2la.com

PLANT SCHEDULE

KEY	QTY	BOTANICAL NAME	COMMON NAME	M2 JOB NUMBER:	PLANTED SIZE / REMARKS
○	26	ACER GRCGNATUM	VRB MAPLE	12050	2M HT, DBH. 3 STD1 CLMP
○	46	ACER PALMATHM	JAPANESE MAPLE		5CM CAL, 2M HT,DB
○	4	ACER PALMATHM KOTO NO ITO	JAPANESE MAPLE		2.5M HT, DBH, SPICHOIT FORM
○	9	BETULA JAGGEMONTI	HIMALAYAN BIRCH		6CM CAL, 2M STD, DBH
○	20	MANGOLIA x MADAGASCARI	MANGOLIA		6CM CALLUM HT DBH
○	32	MALUS RED JEWEL	CRABAPPLE		5CM CAL, 1.5M STD, DBH
○	2	QUERCUS ROBUR	ENGLISH OAK		6CM CAL, 2M STD DBH
○	14	STEDHARTIA PSEUDOCAMELLIA	JAPANESE STEPHARTIA		6CM CAL 1.5M STD DBH
○	2	THUJA FLICATA	WESTERN RED CEDAR		2.5M HT, DBH

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER ZONING STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVIEW: MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWR MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS: OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF AVAILABILITY.

ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. PROVIDE CERTIFICATION UPON REQUEST.

NO.	DATE	REVISION DESCRIPTION	BY

PROJECT:
RESIDENTIAL DEVELOPMENT
 BOSE FARM, 64TH AVE
 SURREY, B.C.

DRAWING TITLE: **TREE PLAN**

DATE: [] [] [] [] [] []

SCALE: [] [] [] [] [] []

DESIGN: [] [] [] [] [] []

CHK'D: [] [] [] [] [] []

MOLA PROJECT NUMBER: [] [] [] [] [] []

REVISION NUMBER: [] [] [] [] [] []

OF 2

PLANT SCHEDULE

M2 JOB NUMBER: 12050

KEY QTY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE / REMARKS
SHRUB			
80	AZALEA JAPONICA VIKAR'S PLEASANT WHITE	AZALEA, WHITE	#2 POT, 20CM
40	CAMELLIA JAPONICA MAJOL FLORA	CAMELLIA, PINK	#2 POT, 40CM
82	LONGICARA KYLISSTEDTES CLAYEY'S DWARF	CLAYEY'S DWARF HYDRANGEA	#1 POT, 20CM #2 POT, 30CM
84	SYRINGA VILGARSIS	LILAC	#3 POT, 30CM
PERENNIAL			
82	ACRYPTERIS CALAMAGROSTIS	SPEAR GRASS	#1 20CM
284	ACQUARIARIA HYPOCHOERIS	REAR ROSEMARY	#1 POT, 20CM
484	EGHINACEA PURPUREA	EGHINACEA	#1 POT, 20CM
789	EGHINACEA PURPUREA ALBA	EGHINACEA	#1 POT, 20CM
274	HELIOPSIS SCOPULORUM	FALSE SUNFLOWER	#1 POT, 20CM
272	HEBECLADA ACULOPHUM	CONIFLOWER	#1 POT, 20CM
V	ARCTOSTAPHYLOS UVA-URSI VANGOVER JADE	KIMMONEK	#1 POT, 20CM
III	DELLA GARNEA SPRINGHOOD PINK	HEATH	#1 POT
E	DELLA GARNEA SPRINGHOOD WHITE	HEATH	#1 POT

NOTES: * PLANT SIZES IN THIS LIST ARE SPECIFIED ACCORDING TO THE BC LANDSCAPE STANDARD, LATEST EDITION. CONTAINER SIZES SPECIFIED AS PER DATA STANDARDS. BOTH PLANT SIZE AND CONTAINER SIZE ARE THE MINIMUM ACCEPTABLE SIZES. * REFER TO SPECIFICATIONS FOR DEFINED CONTAINER MEASUREMENTS AND OTHER PLANT MATERIAL REQUIREMENTS. * SEARCH AND REVIEW MAKE PLANT MATERIAL AVAILABLE FOR OPTIONAL REVIEW BY LANDSCAPE ARCHITECT AT SOURCE OF SUPPLY. AREA OF SEARCH TO INCLUDE LOWER MAINLAND AND FRASER VALLEY. * SUBSTITUTIONS: OBTAIN WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO MAKING ANY SUBSTITUTIONS. TO THE SPECIFIED MATERIAL. UNAPPROVED SUBSTITUTIONS WILL BE REJECTED. ALLOW A MINIMUM OF FIVE DAYS PRIOR TO DELIVERY FOR REQUEST TO SUBSTITUTE. SUBSTITUTIONS ARE SUBJECT TO BC LANDSCAPE STANDARD - DEFINITION OF CONDITIONS OF AVAILABILITY.

ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY, PROVIDE CERTIFICATION UPON REQUEST.

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New Westminster, British Columbia
V3M 3L7
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Fax: 604.553.0045
Email: office@m2la.com



NO.	DATE	REVISION/DEVIATION	BY

PROJECT: **RESIDENTIAL DEVELOPMENT**
BOSE FARM, 64TH AVE
SURREY, B.C.

DRAWING TITLE: **SHRUB PLAN**

DATE: 12/10/22 DRAWING NUMBER: **L2**

SCALE: AS SHOWN

DRAWN: HJLH

DESIGN: HJLH

CHK'D: HJLH

MOLA PROJECT NUMBER: 12-050 OF 2



M2
LANDSCAPE ARCHITECTURE

#220 - 26 Lorne Mews
New Westminster, British Columbia
V3M 3L7
Tel: 604.553.0044
Fax: 604.553.0045
Email: office@m2la.com

NO.	DATE	REVISION / DEVIATION	BY

SEE PLAN SET FOR ALL CITY REQUIREMENTS
NO. CLASSES: REV. AS PER NEW SITE PLAN: 05
NO. DATE: REVISION DEVIATION: 04
SCALE:

PROJECT: **RESIDENTIAL DEVELOPMENT**
BOSE FARM, 64TH AVE
SURREY, B.C.

DRAWING TITLE: **SHRUB PLAN**

DATE: 04/20/22 DRAWING NUMBER: **L3**
SCALE: 1/8" = 1'-0"
DRAWN: MELH
DESIGN: MELH
CHK'D: [blank]
MOLA PROJECT NUMBER: 22-050



TO: **Manager, Area Planning & Development
- North Surrey Division
Planning and Development Department**

FROM: **Development Project Engineer, Engineering Department**

DATE: **June 11, 2012** PROJECT FILE: **7811-0330-00**

RE: **Engineering Requirements
Location: 16420 64 Ave**

OCP AMENDMENT/NCP AMENDMENT

The following issues are to be addressed as a condition of the OCP Amendment/NCP Amendment:

- The applicant is to prove that the revisions to the OCP and NCP do not have an adverse impact on the downstream sanitary and storm sewer systems which were not designed assuming this increase in density.

REZONE/SUBDIVISION

Property and Right-of-Way Requirements

- Acquire a 20 meter wide road right of way on 165th Street and 63A Avenue.
- Acquire a 22 meter wide (11 meters either side of the legal centerline) road right of way on 164th Street and 63 Avenue complete with 3 metre x 3 metre corner cuts at all intersections.
- Acquire a 17.0 metre wide right-of-way for 62A Avenue and 164A Street.
- Applicant to provide statutory rights-of-way as required to support the engineering works and services including multi-use pathways.
- Acquire a 4.0 metre wide right-of-way between 63 Avenue and 62A Avenue for a pedestrian walkway along the 165 Street alignment.

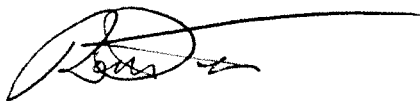
Works and Services

- Construct full urban roads on 164A Street, 62A Avenue, 63 Avenue, 63A Avenue and 165 Street as required by the NCP. The roads are to be complete with watermain, sanitary sewer and storm drainage that will support the proposed development.
- Construct a half road on 164 Street complete on the east side to full urban standards.

A Servicing Agreement is required prior to Rezone/Subdivision.

DEVELOPMENT PERMIT

There are no engineering requirements relative to issuance of the Development Permit.



Rémi Dubé, P.Eng.
Development Services Manager

RWB

NOTE: Detailed Land Development Engineering Review available on file



School Enrolment Projections and Planning Update:

The following tables illustrate the enrolment projections (with current/approved ministry capacity) for the elementary and secondary schools serving the proposed development.

The capacity in shown includes an approved 8 classroom addition to AJ McLellan, with full day Kindergarten implementation, projected to be completed by 2011. There are no approved capital projects for additional secondary school space in the area, although the school district is in the process of assembling land for a future Clayton North Area secondary school site subject to future funding approval by Ministry, to help relieve overcrowding at Lord Tweedsmuir and Clayton Heights. The proposed development will not have an impact on these projections.

Tuesday, July 03, 2012
Planning

THE IMPACT ON SCHOOLS

APPLICATION #: 7911 0330 00

SUMMARY

The proposed 158 townhouse units and 65 single family lots are estimated to have the following impact on the following schools:

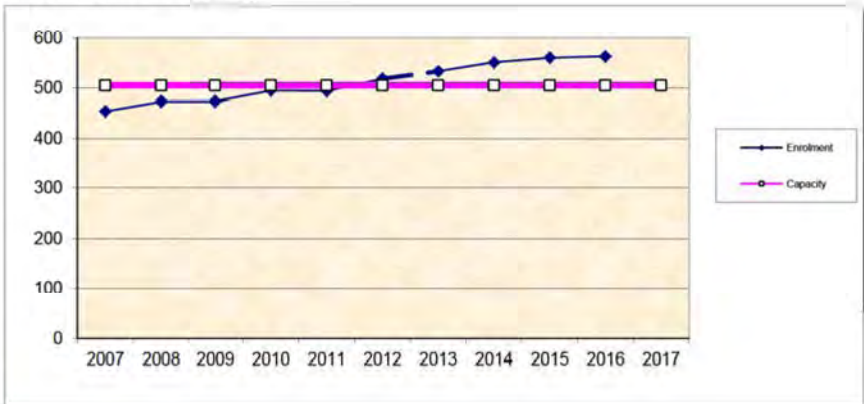
Projected # of students for this development:

Elementary Students:	47
Secondary Students:	22

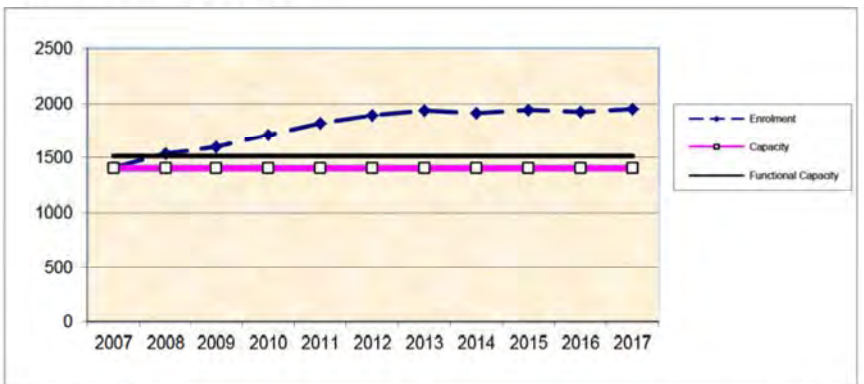
September 2011 Enrolment/School Capacity

A.J. Mclellan Elementary	
Enrolment (K/1-7):	64 K + 430
Capacity (K/1-7):	80 K + 425
Lord Tweedsmuir Secondary	
Enrolment (8-12):	1820
Capacity (8-12):	1400
Functional Capacity*(8-12):	1512

A.J. Mclellan Elementary



Lord Tweedsmuir Secondary



*Functional Capacity at secondary schools is based on space utilization estimate of 27 students per instructional space. The number of instructional spaces is estimated by dividing nominal facility capacity (Ministry capacity) by 25.



Surrey Heritage Advisory Commission - Minutes

Park's Meeting Room #1
City Hall
14245 - 56 Avenue
Surrey, B.C.
WEDNESDAY, JUNE 27, 2012
Time: 5:16 p.m.

Present:

Chair - Councillor Steele
R. Hart
L. Tannen
S. Thomas

Absent:

W. Farrand
B. Hol

Guests:

D. Johnson, Surrey Heritage Society

Staff Present:

D. Luymes, Planning & Development
E. Schultz, Planning & Development
J. O'Donnell, Parks, Recreation and Culture
P. Bellefontaine, Transportation Planning
T. Mueller, Legislative Services

D. NEW BUSINESS

1. PLANNING & DEVELOPMENT

- (b) **Memo re: Henry Bose Farm (16420 – 64 Avenue)**
File: 6800-10; 7911-0330-00

The following comments were made:

- This item was previously presented at the February 22, 2012 SHAC meeting for preliminary feedback from the Commission. At that time, there was direction from the Commission to direct the applicant to ensure that the Calf Barn was visible from a “public” street. The Commission also recommended that the applicant prepare and implement an interpretation plan for the property.
- The applicant responded to the Commission’s comments by locating the Calf Barn close to 63A Avenue. The applicant is also proposing to develop and install an “interpretive panel” on private property (visible to the public) near the corner of 64 Avenue and 165 Street. The panel will be maintained by the strata of the new townhouse development.
- The applicant indicated that a special provision could be made for the installation of additional storyboards by, the SHAC at their expense, along the multi-use pathway on 165 Street.
- Three of six registered heritage buildings are still proposed for retention and restoration. The Calf Barn will be relocated, restored, and re-used as the amenity building for the proposed townhouse development. Due to its condition, the Farmhouse will be deconstructed, catalogued, relocated, and reconstructed as a residential unit in the proposed townhouse development. The Milk Cooling Shed will be relocated along with the Farmhouse for adaptive reuse as a single-car garage.
- Staff provided an overview of the proposed site plan. Staff also explained that materials from the Horse Barn are proposed to be re-

used in the restoration of the Calf Barn, Farmhouse, and Milk Cooling Shed. Staff clarified that the proposed HRA includes provisions that require written approval from the City to use new "like materials" in excess of 50%.

- The Commission requested that the transfer of responsibility for maintenance of the interpretative panel from the developer to the strata be clearly listed as an encumbrance on title. Staff noted that specific language could be written into the HRA to clarify that the strata will be responsible for maintaining the interpretive panel once installed.
- The Commission suggested there might be an opportunity to further highlight the location of the "Calf Barn" (amenity building) through the installation of a second interpretive panel at the entrance to the development on 63A Avenue.
- Staff indicated that an Interim HRA will be required to provide heritage protection earlier in the process. The Interim HRA will be adopted between Third Reading and Final Adoption when ownership of the property transfers from the current owner to the developer.

The Commission requested that the developer install a second interpretive panel at the entrance of the proposed townhouse development on 63A Avenue.

It was Moved by Commissioner Hart
Seconded by Commissioner Tannen
That the Surrey Heritage Advisory

Commission (SHAC):

1. Receive the Memo regarding the Henry Bose Farm (16420 – 64 Avenue) as information.
2. Recommend to the General Manager, Planning, and Development that the HRA and Interim HRA for the Henry Bose Farmhouse, Milk Cooling Shed, and Calf Barn be forwarded to Council for consideration following Legal review.
3. Recommend that the developer install an additional interpretive panel at the entrance to the proposed townhouse development on 63A Avenue.

Carried

BUILDING GUIDELINES SUMMARY**V.1.0****Surrey Project no.:** 11-0330-00**Property Location:** 16420-64 Avenue, Surrey, B.C.

Design Consultant: Apex Design Group Inc., (Ran Chahal, RD.AIBC, CRD)
 #157- 8120 -128 Street, Surrey, BC V3W 1R1
 Off: 604-543-8281 Fax: 604-543-8248

The draft Building Scheme proposed for this Project has been files with the City Clerk. The following is a summary of the Residential Character Study and the Design Guidelines, which highlight the important features and form the basis of the draft Building Scheme.

1. Residential Character**1.1 General Description of the Existing and/or Emerging Residential Character of the Subject Site:**

The area surrounding the subject site is has been built out in the early 2000's. Most homes are simple "West Coast Traditional" style structures with habitable areas of between 2000-2500sf.

Most of the existing homes have mid-scale massing characteristics with 67% of the homes having a one and half storey front entry.

Roof pitch varies from a 7/12 to 10/12) common truss roofs with simple gables and common hips with Asphalt shingles being most common.

Wall surface materials are limited in the most part to one of the following: Vinyl (dominant), Cedar and Stucco Siding with Brick for an accent material. Accent trims are not evident on most of the existing homes.

Landscaping is of a moderate planting standard with 81.5% of the homes having Exposed Aggregate driveways.

1.2 Prevailing Features of the Existing and Surrounding Dwellings Significant to the Proposed Building Scheme:

Most of the existing homes feature a covered veranda at the front of the homes so veranda's will be encouraged on all new homes to be constructed. The new homes will meet modern development standards especially with respect to overall massing and balance in each design and to proportional massing between individual elements. Trim and detailing standards and construction materials standards will meet 2000's levels. Continuity of character will be ensured through style and home type restrictions as described below.

Dwelling Types/Locations: "Two-Storey"	85.20%
"Basement Entry/Cathedral Entry"	0.00%

“Rancher (Bungalow)” 14.80%
 “Split Levels” 0.00%

**Dwelling Sizes/Locations:
 (Floor Area and Volume)** Size range: 18.50% under 2000 sq.ft excl. garage
 81.50% 2001 - 2500 sq.ft excl. garage
 0.0% over 2501 sq.ft excl. garage

**Exterior Treatment
 /Materials:** Cedar: 18.0% Stucco: 15.00% Vinyl: 67.0%
 Brick or stone accent on 82.0% of all homes

Roof Pitch and Materials: Asphalt Shingles: 81.50% Cedar Shingles: 18.50%
 Concrete Tiles: 0.00% Tar & Gravel: 0.00%
 50.00% of all homes have a roof pitch 6:12 or lower.

Window/Door Details: 100% of all homes have rectangular windows

Streetscape: A variety of simple “Two Story”, 5-10 year old homes are set 25 to 30 feet from the street in an urban setting typified by new coniferous and shrub growth. Roofs on most homes are simple medium pitch common hip or common gable forms with Asphalt Shingles on most of the homes. Most homes are clad in Vinyl.

Other Dominant Elements: Veranda's are evident on most of the existing homes.

2. Proposed Design Guidelines

2.1 Specific Residential Character and Design Elements these Guidelines Attempt to Preserve and/or Create:

Guidelines will not preserve the existing old urban character. Rather, the guidelines will ensure that a desirable new character area is created in which modestly sized Two-Storey, Bungalow and Split Level type homes are constructed to 2000’s standard. Continuity of character will be achieved with restrictions permitting the use of compatible styles, roof forms and exterior construction materials. Landscapes will be constructed to a modern urban standard.

2.2 Proposed Design Solutions:

Dwelling Types/Locations: Two-Storey, Split Levels and Ranchers (Bungalows).

**Dwelling Sizes/Locations:
 (Floor Area and Volume)** Two-Storey or Split Levels - 2000 sq.ft. minimum
 Basement Entry - 2000 sq.ft. minimum
 Rancher or Bungalow - 1400 sq.ft. minimum
 (Exclusive of garage or in-ground basement)

**Exterior Treatment
 /Materials:** No specific interface treatment. However, all permitted styles including: “Neo-Traditional”, “Neo-Heritage”, “Rural-Heritage” or “West Coast Modern” will be compatible with the existing study area homes.

Exterior Materials /Colours:	Stucco, Cedar, Vinyl, Hardiplank, Brick and Stone in “Neutral” and “Natural” colours. “Primary” and “Warm” colours not permitted on cladding. Trim colours: Shade variation on main colour, complementary, neutral or subdued contrast.
Roof Pitch:	Minimum 7:12
Roof Materials/Colours:	Cedar shingles, Concrete roof tiles in a shake profile and asphalt shingles in a shake profile. Grey or brown only.
Window/Door Details:	Dominant: Rectangular or Gently arched windows.
In-ground basements:	Permitted if servicing allows.
Landscaping:	Trees as specified on Tree Replacement Plan plus min. 17 shrubs (min. 5 gallon pot size).
Compliance Deposit:	\$ 5,000.00

Summary prepared and submitted by:



 Ran Chahal, RD.AIBC,CRD, Design Consultant
 Apex Design Group Inc.

January 20, 2012
 Date

TREE PRESERVATION SUMMARY

Surrey Project No:

Project Location: 16420 64th Avenue, Surrey BC

Project Arborist: Glenn Murray for Froggers Creek Tree Consultants Ltd.
I.S.A. Certification # PN-0795B

NOTE: A detailed assessment of the existing trees, submitted by the Arborist, is on file. The following is a summary of the Tree Assessment Report for quick reference.

1. General assessment of the site and tree resource:

The south half of the site is heavily forested with over 300 protected trees. The northern half of the site has 25 open grown trees. The trees are in mixed condition, in the eastern section, the trees tend to be in fair to poor condition, whereas in the western section the trees tend to be in better condition. Other than in the recently cleared areas (primarily alder) this is a cedar forest with over 1/2 of all the trees being cedar. Most of the trees are forest grown and have grown tall at the expense of structural stability. The root plates of these trees will be limited as the support for the trees comes from the group. Many of the trees are very tall over 25m tall. The entire site slopes from the east to the west.

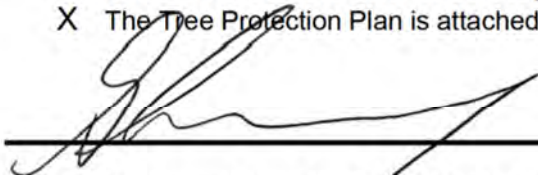
2. Summary of Proposed Tree Removal and Replacement:

- The summary will be available before final adoption.

A	Number of Protected Trees Identified	332
B	Number of Protected Trees assessed as Hazardous	0
C	Number of Protected Trees to be Removed	330
D	Number of Protected Trees to be Retained	2
E	Number of Replacement Trees Required (C-B) X 2 or (I) X 3	583
F	Number of Replacement Trees Proposed (196 SF, 258MF)	454
G	Number of Replacement Trees in Deficit (E-F)	129
H	Number of Retained and Replacement Trees on Site (D+F+3)	456
I	Number of Lots Proposed in the Project	223
J	Average Number of Trees per Lot (H/I)	2

3. Tree Protection and Tree Replacement Plans

- X The Tree Protection Plan is attached.



Glenn Murray – Board Certified Master Arborist
I.S.A. Certification # PN-0795B
Certified Tree Risk Assessor #0049
Froggers Creek Tree Consultants Ltd.

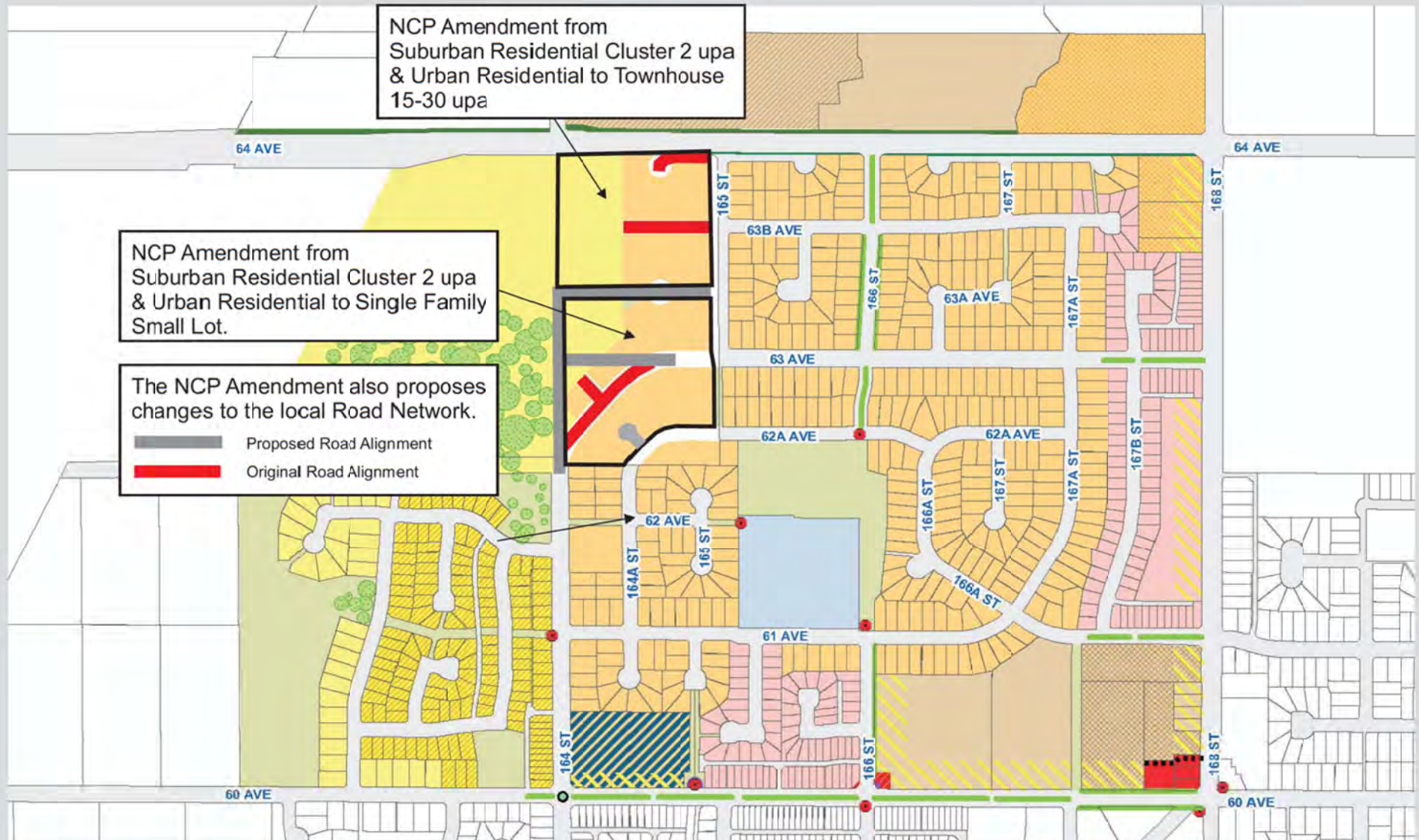
Dated: June 21, 2012

NCP Amendment from
Suburban Residential Cluster 2 upa
& Urban Residential to Townhouse
15-30 upa

NCP Amendment from
Suburban Residential Cluster 2 upa
& Urban Residential to Single Family
Small Lot.

The NCP Amendment also proposes
changes to the local Road Network.

Proposed Road Alignment
 Original Road Alignment



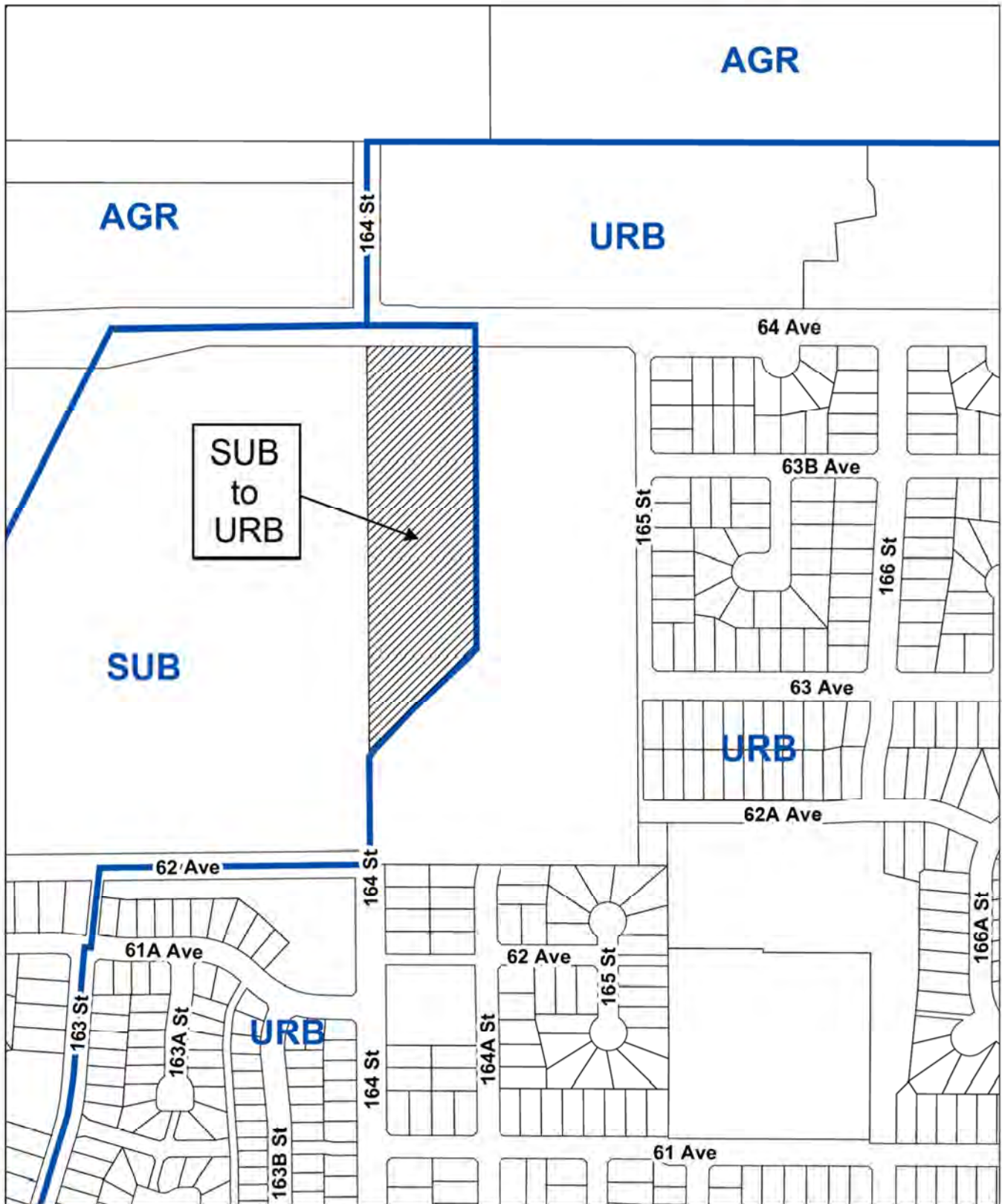
WEST CLOVERDALE NORTH LAND USE PLAN
CITY OF SURREY - PLANNING & DEVELOPMENT DEPARTMENT

Approved by Council December 2, 1997 Amended July 2007

This map is provided as general reference only. The City of Surrey makes no warranties, express or implied, as to the fitness of the information for any purpose, or to the results obtained by individuals using the information and is not responsible for any action taken in reliance on the information contained herein.

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Printed: February 27, 2009

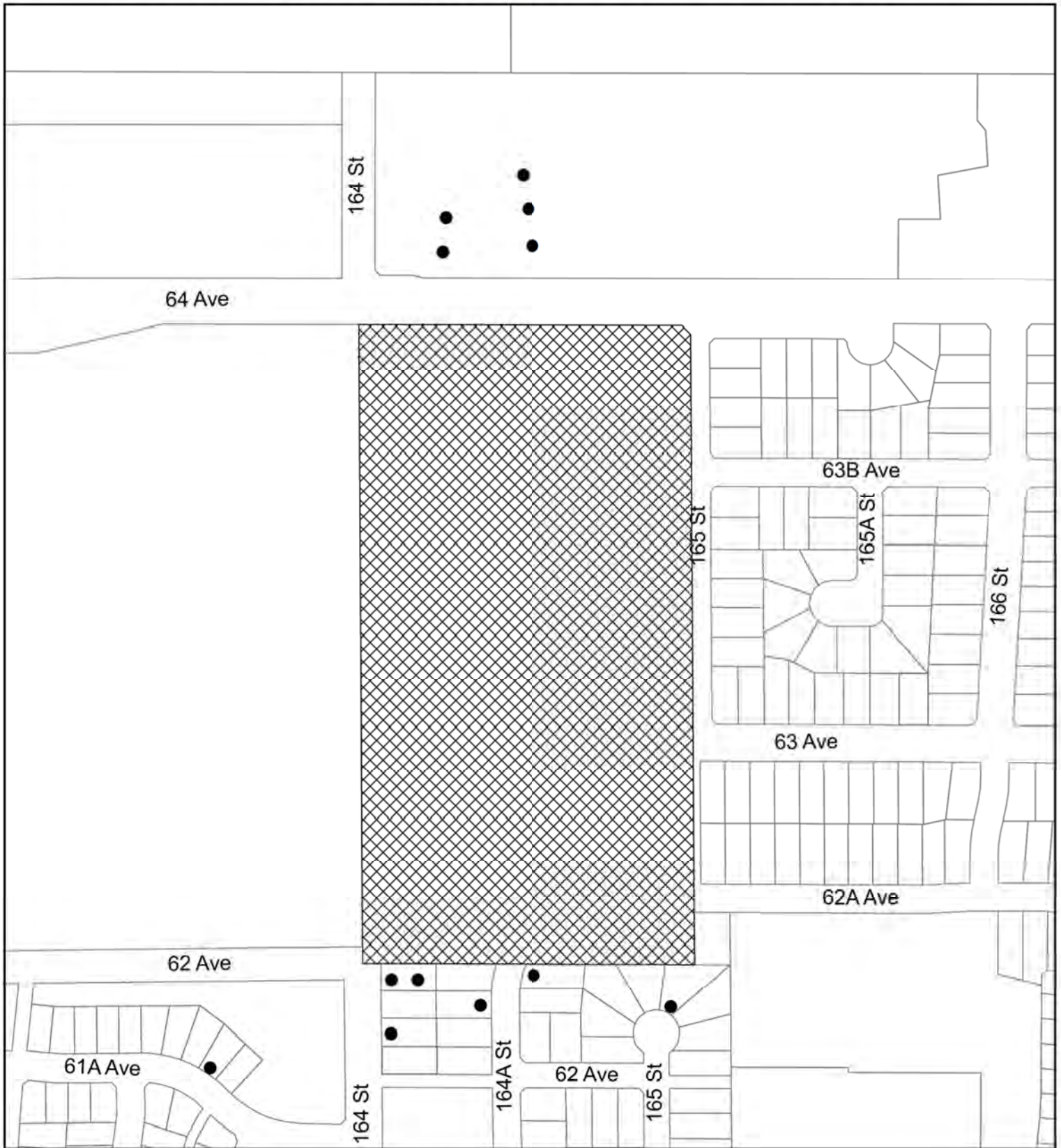


OCP Amendment

Proposed amendment from Suburban to Urban



PUBLIC INFORMATION MEETING RESPONSES

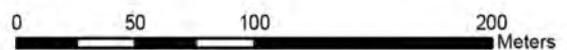


Legend

- 12 Responses received in opposition or which expressed concern with the proposed development

 7911-0330-00 Proposed Development

NOTE: 2 Responses indicated their support



CITY OF SURREY

BY-LAW NO.

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

Parcel Identifier: 007-606-591
 Parcel K (Plan with Absolute Fee 15195A) North East Quarter Section 12 Township 2
 Except: Firstly: Part on Bylaw Plan 56758 and Secondly: Part Dedicated Road on Plan
 LMP32187, New Westminster District

16420 - 64 Avenue

(the "Lands");

- C. The owner of the Lands and the City of Surrey have agreed on the nature, character and extent of the heritage value and heritage character of the Lands and on the nature, extent and form of conservation necessary to protect the heritage value and heritage character of the Lands;

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

- 1. The City is authorized hereby to enter into that certain Heritage Revitalization Agreement appended to this By-law as Schedule "I" (the "Heritage Revitalization Agreement") in respect of the Lands.

- 2. The Mayor and the City Clerk are authorized on behalf of the Council to sign and the Heritage Revitalization Agreement and to register a notice on the title of the Lands.

- 3. Schedule "I" forms a part of this By-law.

4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2012, No. _____."

READ A FIRST AND SECOND TIME on the ____ day of ____ 2012.

READ A THIRD TIME on the ____ day of ____ 2012.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the ____ day of ____ 2012.

_____ MAYOR

_____ CLERK

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. 7/5/12 9:58 AM

SCHEDULE "I"

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

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ___ day of _____, 2012

BETWEEN:

PLATINUM ENTERPRISES LTD.
Suite 201 - 12837 - 76 Avenue
Surrey, BC V3W 2V3

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,
and having offices at 14245 - 56 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: 007-606-591

Parcel K (Plan with Absolute Fee 15195A) North East Quarter Section 12 Township 2
Except: Firstly: Part on Bylaw Plan 56758 and Secondly: Part Dedicated Road on Plan
LMP32187, New Westminster District

16420 - 64 Avenue

(the "Lands");

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

- D. The Owner wishes to redevelop the Lands and for the purpose of conserving the *heritage value* and *heritage character* of the Lands during the development application and approval process, 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 until such time as the Owner develops a final conservation plan and the Owner and the City are in a position to incorporate that final *conservation* plan into a new heritage revitalization agreement;
- E. The Owner has agreed to the terms for compensating the City for the loss in heritage value in accordance with Section 2(f) of this Agreement in the event the heritage improvements or features on the Lands are moved or destroyed other than through natural causes;
- F. The improvements or features on the Lands which have *heritage value* and *heritage character* which both the Owner and City desire to conserve have been described by text, photographs, plans and drawings attached as Appendix "A" (the "Interim Conservation Plan") to this Agreement; and
- G. The improvements or features identified in the Interim Conservation Plan as the Henry Bose Farmhouse, Milk Cooling Shed, and Calf Barn (the "Buildings") are listed on the Surrey Heritage Register and the Owner and the City consider that the Buildings have *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the Buildings.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises of the parties hereto and for other good and valuable consideration (the receipt and sufficiency of whereof is hereby by the parties acknowledged) the Owner and the City covenant and agree with one another pursuant to Section 966 of the Local Government Act, R.S.B.C. 1996, c.323, as amended, re-enacted or consolidated from time to time and any successor statute (the "Local Government Act"), as follows:

Interim Conservation Plan

- 1. (a) The Interim Conservation Plan forms a part of this Agreement. To the extent that the text, photographs, plans and drawings constituting the Interim Conservation Plan require interpretation, the City shall be, in the first instance, the interpreter of the Interim 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 Interim 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 Interim Conservation Plan sets out the interim 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*.

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 Interim 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 *conservation* or maintenance, required by Parts I, and II of the Interim Conservation Plan, shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out the Interim Conservation Plan.
 - (c) All improvements identified in Part I and II of the Interim Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the Interim Conservation Plan.
 - (d) In the event any one or more of the Buildings is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the damaged Building(s) 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(s). The heritage alteration permit shall be subject to review by the Heritage Advisory Commission. The restoration of the damaged Building(s) shall reflect the character-defining elements and design components including, but not limited to: the hill-top site, which commands superb views towards the northwest; the view of the farm and its buildings from 64 Avenue; the rectangular massing, medium-pitched gable roofs, and wood cladding and trim of the Buildings; the Henry Bose Farmhouse, with its T-shaped cross-gable form, 1.5-storey massing, plain street elevation, 4-over-4, 4-over-1, and 1-over-1 double-hung wood-sash windows, wood doors, wood details (e.g., porch details), cedar shake or sawn shingle roof, and internal red brick chimney; the Milk Cooking Shed with its gable roof, double sash casement windows, drop siding, cedar shake or sawn shingle roof, wood doors, and wood detailing in the gable end; the Calf Barn, with its gable roof, open rake and eaves, cedar shake or sawn shingle roof, red-painted drop siding, corner boards, 4-pane and 6-pane wood windows, hayloft door, wood doors, and wood doors on metal rollers, all as subject to prior approval by the City Architect or designate.
 - (e) In the event any one or more of the Buildings is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the destroyed Building(s). 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 destroyed Building(s). The heritage alteration permit application 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 buildings, 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 destroyed Building(s) shall reflect the character-defining elements and design components as described in Section 2(d), all as subject to prior approval by the City Architect or designate.

- (f) In the event that any one or more of the Buildings 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 \$108,882.38 for each destroyed Building indexed to the Vancouver Consumer Price Index (CPI) with 2012 being the base year, except that if the Building(s) are destroyed through natural causes, including but not limited to, flood, earthquake and accidental fire as determined by the City in its sole discretion, and a replica is constructed by the Owner that is acceptable to the Heritage Advisory Commission or any successor decision making body in its sole discretion, then payment of compensation by the Owner to the City is not required.
- (g) Should any one or more of the Buildings become vacant and unoccupied for a period of 15 days or more, the Owner of the Lands agrees to maintain the integrity and security of the Buildings and Lands including but not limited to, on-site security, monitored security alarm system, perimeter fencing and lighting, and boarding of windows and doors. The Owner of the Lands must provide 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(s), the City may and is authorized to undertake the necessary works to secure the Building(s), 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 for the purpose of undertaking the necessary works to secure the Building(s) and to conduct an inspection to determine that the security measures continue to be in place.
- (h) Should any one or more of the Buildings 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) 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 Part II of the Interim 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. If the Owner fails to ensure that the restrictions and requirements set out in Part II of the Interim Conservation Plan are fully observed, the City may and is authorized to undertake the necessary works to ensure that the restrictions and requirements set out in Part II of the Interim Conservation Plan are fully observed, 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.

- (j) 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 Interim Conservation Plan.
- (k) The Owner acknowledges and agrees that any City approval of its redevelopment of the Lands will require the Owner to enter into a new heritage revitalization agreement incorporating a final *conservation* plan for the protection of the *heritage value* and *heritage character* of the Lands.

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 maintains or in any way alters improvements on, or features of the Lands identified in the Interim 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 Interim 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 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 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 Interim 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 City 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
14245 56 Avenue
Surrey, B.C. V3X 3A2

If to the Owner:

PLATINUM ENTERPRISES LTD.
Suite 201 12837 76 Ave
Surrey, BC V3W 2V3

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 Interim 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;
 - (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, c.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.

PLATINUM ENTERPRISES LTD.
by its authorized signatory

Avtar Johl

CITY OF SURREY

Dianne Watts
Mayor

Jane Sullivan
City Clerk

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Appendix "A"

INTERIM CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Description of Historic Place

The historic place is the Norman Bose Farm at 16420/16430 – 64 Avenue, in Surrey Centre, the eastern (higher) portion of the former Henry Bose Farm, which since 1952 has been a self-standing agricultural property. It is a rich cultural landscape that contains more than a dozen and a half buildings, including two principal houses, numerous barns, sheds, and utility buildings, arranged along a principal north-south drive.

2. Heritage Value of Historic Place

The historic place has considerable heritage value for its long and close association with the Bose family, a pioneer Surrey family that has played an important role in the community for more than a century. It also has value for its association with the Churchland family. The property has further significance as a cultural landscape that illustrates farming in Surrey and retains much of the feel of agricultural Surrey of past generations. The structures and landscape features individually are representative of past methods of building and growing; collectively they have enormous value as a historic agricultural ensemble.

The Bose family has been dominant in Surrey community life since shortly after English-born Henry Bose purchased a quarter-section in Surrey Centre – of which this forms a part – in 1892. He married May Churchland, the daughter of pioneer merchant John Churchland, a community leader who had participated in building Christ Church, Surrey Centre. Henry Bose served as a Surrey Councillor, Reeve (1905-10), and for 35 years as Police Magistrate. He was a founding member of the Farmers Institute, the Surrey Cooperative Association (and its president for 25 years), and the Cloverdale Odd Fellows Lodge, all important local community organizations; and he served as Secretary-Treasurer of the Lower Fraser Valley Agricultural Association. Bose Road – now 64 Avenue, onto which the farm faces – was named after him.

In 1952, a year after Henry Bose's death, the farm was subdivided among three of Henry and May's children. This portion, at the summit of the hill, went to second son Norman Bose and his wife, Mildred. They farmed the property commercially until Norman's death in 1989. The Bose family remains active in community affairs as well as agriculture.

The farm was representative of agricultural enterprises in Surrey, growing mostly hay, oats, and potatoes, and keeping a dairy herd of Holsteins. Its many buildings and structures reflect the former high level of activity: they include a calf barn, horse barn, hay barn, pole barn, chicken coop, granary, root house, sheds, and more. The property also contains two principal houses.

Closer to the road is the main Bose Farmhouse, reportedly built around 1898, which commands a superb view of the Serpentine River, Surrey's fields, the Fraser River delta, and the North Shore mountains. Higher up the hill, behind the Bose House, is the Emma Churchland House, built around 1930 for Henry Bose's mother-in-law by her son, Jack Churchland. A building of particular interest, near the bush at the rear of the site, is



the Powder House, which was the distribution point for blasting powder (used for stump clearing) throughout the Lower Mainland. A long north-south drive forms an axis along which the buildings are arranged. Collectively, the structures and the landscape tell the story of an extended family that successfully worked the land.

3. Character Defining Elements

The key elements that define the heritage character of the Norman Bose Farm include:

- the hill-top site, which commands superb views towards the northwest;
- the view of the farm and its buildings from 64 Avenue;
- the north-south drive, which forms an axis along which most structures and landscape features are organized;
- the row of eight balsams along the west side of the drive;
- the remnant small orchard behind the main house;
- the bush at the rear of the property;
- the rectangular massing, medium-pitched gable roofs, and wood cladding of most buildings;
- the principal Bose House, with its T-shaped cross-gable form, 1.5-storey massing, plain street elevation, 4-over-1 and 1-over-1 double-hung wood-sash windows, excellent woodwork detail (e.g. at the entrance and closed-in rear porch);
- the Churchland House, with its T-shaped form, 1-storey massing, gable roof, and horizontal blue-painted siding;
- the main calf barn, with its gable roof, red-painted drop (shiplap) siding, and sliding doors;
- the granary, with its gable roof and metal siding;
- the powder house, with its low, ground-hugging massing; and
- the other agricultural structures, each with a specific purpose relating to the former and present uses of the farm.

4. Existing Exterior Appearance and Features

The following depicts some of the details of the Henry Bose Farmhouse:



North elevation



South elevation



West elevation



East elevation



Boulder footing, post and sill beam



Example of original window



Example of original doors



Detail of porch column and console



Detail of porch ornamentation: curved beam, dentil pattern carved into beam, and corner brackets.



Closer detail of bracket

The following depicts some of the details of the Milk Cooling Shed:



West elevation



East and north elevations



South Elevation



West and north elevations



Example of wood detailing



Example of wood window

The following depicts some of the details of the Calf Barn:



North elevation



South elevation



West elevation



East elevation



Spacing and placement of existing wood windows



Detail of window and trim



Hinged hayloft doors on south elevation and 6-pane window above



Floor boards resting on structural posts and beams

PART II – MAINTENANCE STANDARDS AND PERMIT APPROVALS

1. General Maintenance

The Buildings shall be maintained in good repair. Original exterior features shall be retained. When replacement is necessary, new materials shall replicate the original in terms of material, design, colour and texture.

2. Weather & Infestation

The Buildings shall be maintained so as to reasonably prevent or effectively retard damage from the elements. This includes, but is not limited to, preventing water penetration and excessive damage to materials from wind, sun and infestations.

3. Painting

The Buildings shall be painted as necessary to protect exterior finish materials and the general appearance of the Buildings. Paint colour to be selected in consultation with the City Architect.

4. Structural Integrity

The structural integrity of the Buildings shall be maintained in good repair and in a manner that provides sufficient structural integrity so as to sustain safely its own weight and any additional loads and influences to which it may be subjected through normal use.

5. 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 Part II on the Buildings.

6. Timing and Phasing

This provision does not apply to the Lands.

7. Heritage Alteration Permit(s) Approval

A. Changes to the building, structure, or the exterior appearance of the Buildings, features on the Lands identified in the Interim 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 the following alterations:

(a) Changes to the Interim Conservation Plan that are considered by the City Architect to be minor in nature and not affecting the character-defining elements of the Buildings;

- (b) Restorations considered by the City Architect to be consistent with the original design, being made to replace stylistically foreign elements and done in consultation with an independent architect acceptable to the City with experience in restoration of heritage buildings; or
 - (c) Simple repair and maintenance of existing elements not affecting the building structure, exterior or interior appearance of the Buildings.
- C. A heritage alteration permit shall be required for alterations including, but not limited to, the following:
- (a) changes to the structure of the Buildings;
 - (b) changes to the exterior appearance of the Buildings;
 - (c) replacement of existing elements and/or construction of additions; or
 - (d) changes to the external appearance of the Buildings due to interior renovations.

If a heritage alteration permit is determined to be required, the Owner shall apply to the City for a heritage alteration permit before undertaking any of the works listed in this Section 4.C.

After the heritage alteration permit application is submitted, the heritage alteration permit will be considered for issuance by City Council upon the recommendation of the General Manager of Planning and Development and the Heritage Advisory Commission, or by a City official delegated by City Council.

8. Building Permit Approval

Construction, alterations or other actions to be authorized by a building permit shall be consistent with the provisions of the Interim Conservation Plan and/or with heritage alteration permits sanctioning construction, alterations or other actions.

As the Buildings are recognized as a historic site, Building Code equivalencies may be used to lessen visual impacts on the historical appearance or authenticity of the building. To utilize Building Code equivalencies, the Owner shall retain a qualified architect that is acceptable to the City Architect.

CITY OF SURREY

BY-LAW NO.

A by-law to enter into a heritage revitalization agreement

.....

WHEREAS:

- A. The Council may by by-law pursuant to Part 27 of the Local Government Act, R.S.B.C. 1996, Chapter 323, as may be amended from time to time, enter into a heritage revitalization agreement with the owner of heritage property;
- B. The Council considers that certain lands, premises and improvements have *heritage value* and *heritage character* and ought to be conserved, which are situate within the City and described as:

Parcel Identifier: 007-606-591

Parcel K (Plan with Absolute Fee 15195A) North East Quarter Section 12 Township 2 Except: Firstly: Part on Bylaw Plan 56758 and Secondly: Part Dedicated Road on Plan LMP32187, New Westminster District

16420 - 64 Avenue

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

Parcel Identifier: _____

(the "Lands");

- C. The owner of the Lands and the City of Surrey have agreed on the nature, character and extent of the *heritage value* and *heritage character* of the Lands and on the nature, extent and form of conservation necessary to protect the *heritage value* and *heritage character* of the Lands;
- D. The owner of the Lands intends to have a strata titled development of the Lands and has agreed that in order to ensure the protection of the *heritage value* and *heritage character* of the Lands, certain provisions must be in place, including the requirement for notice to

be placed on title to any strata lots created by the filing of a strata plan in respect of all or part of the Lands (the "Strata Lots").

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

1. The City is authorized hereby to enter into that certain Heritage Revitalization Agreement appended to this By-law as Schedule "I" (the "Heritage Revitalization Agreement") in respect of the Lands.
2. The Mayor and the City Clerk are authorized on behalf of the Council to sign the Heritage Revitalization Agreement and to register a notice on the title to the Lands and to each of the Strata Lots.
3. Schedule "I" forms a part of this By-law.
4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2012, No. _____."

READ A FIRST AND SECOND TIME on the ____ day of ____ 2012.

READ A THIRD TIME on the ____ day of ____ 2012.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the ____ day of ____ 2012.

_____ MAYOR

_____ CLERK

SCHEDULE "I"

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

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ___ day of _____, 2012

BETWEEN:

PLATINUM ENTERPRISES LTD.
Suite 201 12837 76 Ave
Surrey, BC V3W 2V3

(the "Owner")

OF THE FIRST PART

AND:

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

(the "City")

OF THE SECOND PART

WHEREAS:

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

Parcel Identifier: 007-606-591

Parcel K (Plan with Absolute Fee 15195A) North East Quarter Section 12 Township 2 Except: Firstly: Part on Bylaw Plan 56758 and Secondly: Part Dedicated Road on Plan LMP32187, New Westminster District

16420 - 64 Avenue

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

Parcel Identifier: _____

(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 "GreenCity Plan"); and
- G. The improvements or features identified in the Conservation Plan as the Henry Bose Farmhouse (the "Farmhouse"), Milk Cooling Shed (the "Shed"), and Calf Barn (the "Barn") (referred collectively to as the "Buildings") are listed on the Surrey Heritage Register and the Owner and the City consider that the Buildings have *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the Buildings.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises of the parties hereto and for other good and valuable consideration (the receipt and sufficiency of whereof is hereby by the parties acknowledged) the Owner and the City covenant and agree with one another pursuant to Section 966 of the Local Government Act, R.S.B.C. 1996, Chapter 323, as amended, re-enacted or consolidated from time to time and any successor statute (the "Local Government Act"), as follows:

Conservation Plan

- 1. (a) The Conservation Plan forms a part of this Agreement. To the extent that the text, photographs, plans and drawings constituting the Conservation Plan require interpretation, the City shall be, in the first instance, the interpreter of the Conservation Plan and shall determine the matter. If the Owner is dissatisfied with the City's interpretation, then Section 15 of this Agreement shall apply.
- (b) Part I of the Conservation Plan identifies, details and describes the character, extent and nature of the improvements and features on the Lands that have *heritage value* and *heritage character*. Part II of the Conservation Plan sets out the maintenance strategy, general standards and exemptions for the *conservation* and maintenance of all improvements and features on the Lands that have *heritage value* and *heritage character*. Part III of the Conservation Plan sets out the standards and specifications for restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Agreement, including, but not limited to: the foundation; roof structure and cladding;

building envelope, wood detailing and trims; interior conditions; and the site and landscaping.

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

2. The Owner covenants and agrees that:
 - (a) No improvements on the Lands identified in the Conservation Plan as having *heritage value* or *heritage character* shall be *altered*, including alterations required or authorized by this Agreement, except as agreed to in writing by the City.
 - (b) Each action of relocation, restoration, rehabilitation, replication, repair, replacement or maintenance required by Parts I, II and III of the Conservation Plan, shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out the Conservation Plan.
 - (c) All improvements identified in Part I and II of the Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the Conservation Plan.
 - (d) In the event any one or more of the Buildings 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(s) 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(s). The heritage alteration permit shall be subject to review by the Heritage Advisory Commission. The restoration of the damaged Building(s) shall reflect the character-defining elements and design components including, but not limited to: the hill-top site, which commands superb views towards the northwest; the view of the farm and its buildings from 64 Avenue; the rectangular massing, medium-pitched gable roofs, and wood cladding and trim of the Building(s); the Henry Bose Farmhouse, with its T-shaped cross-gable form, 1.5-storey massing, plain street elevation, 4-over-4, 4-over-1, and 1-over-1 double-hung wood-sash windows, wood doors, wood details (e.g., porch details), cedar shake or sawn shingle roof, and internal red brick chimney; the Milk Cooking Shed with its gable roof, double sash casement windows, drop siding, cedar shake or sawn shingle roof, wood doors, and wood detailing in the gable end; the Calf Barn, with its gable roof, open rake and eaves, cedar shake or sawn shingle roof, red-painted drop siding, corner boards, 4-pane and 6-pane wood windows, hayloft door, wood doors, and wood doors on metal rollers, all as subject to prior approval by the City Architect or designate.
 - (e) In the event any one or more of the Buildings is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the destroyed Building(s). 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 destroyed Building(s). 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 buildings, 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 destroyed Building(s) shall reflect the character-defining elements and design components as described in Section 2(d), all as subject to approval by the City Architect or designate.

- (f) In the event that any one or more of the Buildings 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 \$108,882.38 for each destroyed Building indexed to the Vancouver Consumer Price Index (CPI) with 2012 being the base year, except that if the Building(s) are destroyed through natural causes, including but not limited to, flood, earthquake and accidental fire as determined by the City in its sole discretion, and a replica is constructed by the Owner that is acceptable to the Heritage Advisory Commission or any successor decision making body in its sole discretion, then payment of compensation by the Owner to the City is not required.
- (g) Should any one or more of the Buildings become vacant and unoccupied for a period of 30 days or more, the Owner of the Lands agrees to maintain the integrity and security of the Buildings and Lands including but not limited to, on-site security, monitored security alarm system, perimeter fencing and lighting, and boarding of windows and doors. The Owner of the Lands must provide 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(s), the City may and is authorized to undertake the necessary works to secure the Building(s), 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 for the purpose of undertaking the necessary works to secure the Building(s) and to conduct an inspection to determine that the security measures continue to be in place.
- (h) Should any one or more of the Buildings 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) 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.

- (j) 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.
- (k) 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. For the purposes of City of Surrey Heritage Sites Financial Assistance By-law, 2003, No. 15099, the Farmhouse and Shed shall together be considered a City Heritage Site and the Barn shall be considered a separate City Heritage Site as that term is defined in the by-law.
- (l) If the intent is to have a strata titled development, the Owner as the owner developer will insure that the maintenance requirements discussed in this Agreement will be set out within the by-laws governing the strata titled development before the first meeting of the owners of the strata development. The by-laws that reflect these maintenance requirements, and the maintenance requirements themselves, shall not be changed without the prior written consent of the City.

Variation to By-laws

- 3. No variation to by-laws are applicable to the Lands.

Construction and Maintenance

- 4. Wherever under this Agreement the Owner relocates, restores, rehabilitates, replicates, repairs, replaces, maintains or in any way alters improvements on, or features of the Lands identified in the Conservation Plan as having *heritage value* and *heritage character* or constructs or maintains other works to protect or conserve such improvements or features, all such work shall be done at the Owner's sole expense strictly in accordance with the Conservation Plan and as agreed by the City 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 relocate, restore, rehabilitate, replace, repair or maintain the building, structure, improvements on or features of the Lands having *heritage value* and *heritage character* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any relocation, restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the City by reference to the Conservation Plan, and Sections 2 and 4 of this Agreement.

No Waiver

11. No restrictions, requirements or other provisions in this Agreement shall be deemed to have been waived by the City unless a written waiver authorized by resolution of the Council and signed by an officer of the City has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the City on previous occasions of any default 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

14245 56 Avenue

Surrey, BC

V3X 3A2

If to the Owner:

PLATINUM ENTERPRISES LTD.

Suite 201 12837 76 Ave

Surrey, BC V3W 2V3

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

If title to the Lands is transferred to a new Owner, the new Owner shall provide notice in writing to the City within 15 days of such a transfer providing the name of the new Owner, the contact for notice if it is different than the Owner and the new address to which notices are to be sent.

Arbitration

15. The Owner, if dissatisfied with the City's interpretation of the Conservation Plan and any determination pursuant to Section 1(a) of this Agreement may require that the matter be decided and determined by binding arbitration as follows:
- (a) The Owner must, within thirty (30) days of any exercise of discretion by the City, give notice to the City of its intention to dispute and in such notice shall name a member in good standing of the Architectural Institute of British Columbia who has agreed to act as an arbitrator;
 - (b) The City shall within thirty (30) days of receipt of the aforesaid notice either accept the Owner's arbitrator, or name another with the same qualifications willing to act, and shall give notice of the same to the Owner;
 - (c) Where each of the Owner and the City have named an arbitrator, the two arbitrators shall within thirty (30) days of the City's notice pursuant to Section 15(b) appoint a third arbitrator having the same qualifications and the three arbitrators shall decide the dispute;
 - (d) Where the City accepts the arbitrator first selected by the Owner, that arbitrator shall act as a single arbitrator and forthwith decide the dispute;

- (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.

PLATINUM ENTERPRISES LTD.
by its authorized signatory

Avtar Johl

CITY OF SURREY

Dianne Watts
Mayor

Jane Sullivan
City Clerk

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Appendix "A"

CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Description of Historic Place

The historic place is the (Norman) Bose Farm at 16420/16430 64 Avenue, in Surrey Centre, the eastern (higher) portion of the former Henry Bose Farm, which since 1952 has been a self-standing agricultural property. It is a rich cultural landscape that contains more than a dozen and a half buildings, including two principal houses, numerous barns, sheds, and utility buildings, arranged along a principal north-south drive.

2. Heritage Value of Historic Place

The historic place has considerable heritage value for its long and close association with the Bose family, a pioneer Surrey family that has played an important role in the community for more than a century. It also has value for its association with the Churchland family. The property has further significance as a cultural landscape that illustrates farming in Surrey and retains much of the feel of agricultural Surrey of past generations. The structures and landscape features individually are representative of past methods of building and growing; collectively they have enormous value as a historic agricultural ensemble.

The Bose family has been dominant in Surrey community life since shortly after English-born Henry Bose purchased a quarter-section in Surrey Centre – of which this forms a part – in 1892. He married May Churchland, the daughter of pioneer merchant John Churchland, a community leader who had participated in building Christ Church, Surrey Centre. Henry Bose served as a Surrey Councillor, Reeve (1905-10), and for 35 years as Police Magistrate. He was a founding member of the Farmers Institute, the Surrey Cooperative Association (and its president for 25 years), and the Cloverdale Odd Fellows Lodge, all important local community organizations; and he served as Secretary-Treasurer of the Lower Fraser Valley Agricultural Association. Bose Road – now 64 Avenue, onto which the farm faces – was named after him.

In 1952, a year after Henry Bose's death, the farm was subdivided among three of Henry and May's children. This portion, at the summit of the hill, went to second son Norman Bose and his wife, Mildred. They farmed the property commercially until Norman's death in 1989. The Bose family remains active in community affairs as well as agriculture.

The farm was representative of agricultural enterprises in Surrey, growing mostly hay, oats, and potatoes, and keeping a dairy herd of Holsteins. Its many buildings and structures reflect the former high level of activity: they include a calf barn, horse barn, hay barn, pole barn, chicken coop, granary, root house, sheds, and more. The property also contains two principal houses.

Closer to the road is the main Bose Farmhouse, reportedly built around 1898, which commands a superb view of the Serpentine River, Surrey's fields, the Fraser River delta, and the North Shore mountains. Higher up the hill, behind the Bose House, is the Emma Churchland House, built around 1930 for Henry Bose's mother-in-law by her son, Jack Churchland. A building of particular interest, near the bush at the rear of the site, is



the Powder House, which was the distribution point for blasting powder (used for stump clearing) throughout the Lower Mainland. A long north-south drive forms an axis along which the buildings are arranged. Collectively, the structures and the landscape tell the story of an extended family that successfully worked the land.

3. Character Defining Elements

The key elements that define the heritage character of the (Norman) Bose Farm include:

- the hill-top site, which commands superb views towards the northwest;
- the view of the farm and its buildings from 64 Avenue;
- the north-south drive, which forms an axis along which most structures and landscape features are organized;
- the row of eight balsams along the west side of the drive;
- the remnant small orchard behind the main house;
- the bush at the rear of the property;
- the rectangular massing, medium-pitched gable roofs, and wood cladding of most buildings;
- the principal Bose House, with its T-shaped cross-gable form, 1.5-storey massing, plain street elevation, 4-over-1 and 1-over-1 double-hung wood-sash windows, excellent woodwork detail (e.g. at the entrance and closed-in rear porch);
- the Churchland House, with its T-shaped form, 1-storey massing, gable roof, and horizontal blue-painted siding;
- the main calf barn, with its gable roof, red-painted drop (shiplap) siding, and sliding doors;
- the granary, with its gable roof and metal siding;
- the powder house, with its low, ground-hugging massing; and
- the other agricultural structures, each with a specific purpose relating to the former and present uses of the farm.

4. Existing Exterior Appearance and Features

The following depicts some of the details of the Henry Bose Farmhouse:



North elevation



South elevation



West elevation



East elevation



Boulder footing, post and sill beam



Example of original window



Existing wood doors



Detail of porch column and console



Detail of porch ornamentation: curved beam, dentil pattern carved into beam, and corner brackets.



Closer detail of bracket

The following depicts some of the details of the Milk Cooling Shed:



West elevation



East and north elevations



South Elevation



West and north elevations



Example of wood detailing



Example of wood window

The following depicts some of the details of the Calf Barn:



North elevation



South elevation



West elevation



East elevation



Spacing and placement of existing wood windows



Detail of window and trim



Hinged hayloft doors on south elevation and 6-pane window above



Floor boards resting on structural posts and beams

PART II – MAINTENANCE STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

The relocation and restoration of the Buildings, including works that are consistent with Part III – Restoration Standards and Specifications, may commence at any time following the adoption of a by-law to enter into this Agreement and the issuance of a building permit authorizing the works.

B. Maintenance Strategy

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

The Maintenance Plan shall be prepared with input from an Architect that is acceptable to the City, and 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 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 to enter into this Agreement.

If the intent is to have a strata titled development, the Owner as the owner developer will insure that the maintenance requirements discussed in this Agreement will be set out within the by-laws governing the strata titled development before the first meeting of the owners of the strata development. The by-laws that reflect these maintenance requirements, and the maintenance requirements themselves, shall not be changed without the prior written consent of the City.

The Maintenance Plan and Funding Strategy for the Buildings shall include, but 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* including interpretative panels;
- (d) A colour scheme for the exterior of the Buildings;
- (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 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 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 Buildings. Sonoma County's 2008 "Guidelines for Relocation of Historic Structures" are to apply to all relocation and the 1995 US National Parks Service "Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings" are to apply to all reconstruction.

3. Timing and Phasing

With respect to the phasing or timing of commencement or completion of action applying to the Lands, the relocation and restoration of the Buildings shall commence with the issuance of a building permit for the development on the Lands. The restorations to the Buildings may be done concurrently with the development. If the development is phased, the restorations of the Buildings shall be included in the first phase. The Owner shall insure that the restoration of the Buildings shall be completed and an occupancy permit or equivalent for the Buildings 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(s) Approval

- A. Changes to the building, structure, exterior appearance of the Buildings, features on the Lands identified in the Conservation Plan or character-defining elements may require the Owner to apply for a heritage alteration permit or obtain approval from the City.

Proposed changes shall be referred to the Planning & Development Department of the City prior to the commencement of any work to determine if the changes require or do not require a heritage alteration permit.

- B. A heritage alteration permit may not be required for alterations including, but not limited to, the following:
 - (a) Changes to the Conservation Plan that are considered by the City Architect to be minor in nature and not affecting the character-defining elements of the Buildings;
 - (b) Restorations considered by the City Architect to be consistent with the original design, being made to replace stylistically foreign elements and done in consultation with an independent architect acceptable to the City with experience in restoration of heritage buildings; or
 - (c) Simple repair and maintenance of existing elements not affecting the building structure, exterior or interior appearance of the Buildings.
- C. A heritage alteration permit shall be required for alterations including, but not limited to, the following:
 - (a) Changes to the structure of the Buildings;
 - (b) Changes to the exterior appearance of the Buildings;
 - (c) Replacement of existing elements and/or construction of additions to the Buildings;
 - (d) Changes to the external appearance of the Buildings due to interior renovations.

If a heritage alteration permit is determined to be required, the Owner shall apply to the City for a heritage alteration permit before undertaking any of the works listed in this Section 4.C.

After the heritage alteration permit application is submitted, the heritage alteration permit will be considered for issuance by City Council upon the recommendation of the General Manager, 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 and/or with heritage alteration permits sanctioning construction, alterations or other actions.

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

A. Henry Bose Farmhouse

1. Foundation

The Farmhouse building is full dimensional 2X4 balloon frame wood construction. It stands on its original post and rock/pad foundation. Some deterioration is present at the ends of the sill beams.

The existing foundation shall be replaced by a concrete basement located on its own new strata lot fronting 64 Avenue (Bose Road) as close as possible to its current site. The design of the basement shall include the reuse of floor beams from the Farmhouse, Calf Barn and/or Horse Barn as part of the basement structure or non-structural interior open beam design.

2. Roof Structure and Cladding

The roof was originally surfaced in cedar shakes or sawn shingles. However, this has been replaced with asphalt shingles.

The existing asphalt roofing material shall be replaced by cedar shakes or sawn shingles. Composite shingle materials with a cedar appearance/colour and other textured non-wood materials shall not be used.

The existing metal downspouts and gutters shall be removed, and historically sympathetic "K-Style" gutters and "round" downspouts shall be installed. Gutters and downspouts shall be fabricated or painted to have a colour similar to the trim. The downspouts shall be located to show the division between the original Farmhouse and the additions to the south on the east facing façade.

Drainage and soakaways shall be placed to move water away from the Farmhouse. The rainwater disposal system shall be periodically inspected and properly maintained to prevent water damage to the Farmhouse.

The original chimney appears to have been removed from the Farmhouse, and replaced by one in the south addition. A new chimney shall be constructed resembling the original one by incorporating a corbelled top. The chimney shall be located within the original structure so it is visible from the front of the Farmhouse.

3. Building Envelope, Exterior, Wood Detailing and Trims

The Farmhouse was originally finished with horizontal cedar drop siding. A vertical skirting extended below the Farmhouse to conceal the foundation structure. The horizontal siding has been covered over with asbestos shingle cladding.

The asbestos siding shall be removed to expose and allow the underlying cedar drop siding to become the exterior cladding of the Farmhouse. Horizontal siding materials that are not deteriorated or contaminated shall be removed and reused on the exterior of the reconstructed Farmhouse. If possible, the entire street facing facades shall be clad using the historic horizontal siding materials from the Farmhouse.

The historical siding from the Farmhouse may be supplemented by the same material salvaged from the Horse Barn and augmented with use of acceptable similar or like new materials where necessary. The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

The lower portion of the Farmhouse shall have vertical skirting. The original wood trims on the inside and outside house corners, along the roof lines and at the base of the walls and above the vertical skirting, are to be restored, augmented with use of acceptable similar or like new materials where necessary. Materials such as aluminum, vinyl, or hardy plank siding or trims are not acceptable replacement materials. The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

The windows of the Farmhouse on the first floor and on the gable ends of the second floor are wood frame double-hung windows, including 2 over 2 muntined sashes, and are original to the construction of the Farmhouse. The second floor windows, on the north facing façade were added after the original construction.

All of the existing windows and associated trims shall be removed, decay carefully repaired, and as many of the original windows resembled and reinstalled, introducing only those measures to improve their performance and efficiency that do not impact the heritage value of the windows. Those original windows that can be reinstalled shall be rebalanced to ensure that they are in proper working order.

The remaining windows may be augmented with the use of acceptable materials to match the original. These windows shall use wood materials salvaged from the Farmhouse or the Horse Barn, or wood windows that match original. Materials such as aluminum, fiberglass or vinyl are not acceptable replacements. Street facing facades shall contain as many of the original windows as possible. The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

The windows on the second level of the north façade shall be removed and replaced by wood siding finish material either salvaged from the Horse Barn or replacement siding that matches the original siding. Trims shall match the original. Where this is not possible, trims are to be in keeping with the style of the Farmhouse.

Windows and frames shall be properly prepared for repainting (e.g. remove severely deteriorated paint using a flexible metal spatula, remove dust and dirt with gentle power wash or sponge, etc.).

There are three exterior doors. The front door and the door to the worker's entrance door are either new or nearly new four-panel doors. The door on the west side is an older $\frac{3}{4}$ light two panel doors off the kitchen. The doors shall be removed and inspected for damage, particularly along the lower portion where water damage may be most evident. Any damage to the doors shall be repaired with filler and non-shrinking putty and then reinstalled. Doors shall be inspected to ensure they are in working order and are sufficiently weather sealed.

Where the damage is so extensive that it prevents reuse of a door, the door shall be replaced with a similarly designed wood door. If possible, glass elements shall be reused in the replacement door. Doors and frames shall be properly prepared for repainting (e.g. remove severely deteriorated paint using a flexible metal spatula, remove dust and dirt

with gentle power wash or sponge, etc.). The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

The Farmhouse originally had two open porches. A wrap-around porch was located across the front façade and continued along the west façade toward the orchard. The second porch is in the south-east corner of the Farmhouse. At one time, it served as the worker's or customer's entrance. This porch was not originally enclosed. A significant amount of detail has survived. This includes the porch ornamentation along the edge of the worker's porch roofline, and the posts supporting weather protection roof over the west door.

Much of the original wrapping porch was removed and replaced by the "Sunburst" entrance feature. This Sunburst feature shall be removed. The entire historical open porch (flooring, skirting, stairs with narrow railing, the "picket fence-like" railing, and ornamental roof line details) shall be restored along the north and west faces of the Farmhouse.

The worker's entrance was enclosed at a later date. It may be either be restored as an open porch or may be enclosed provided the ornamentation and beams are retained and incorporated into the design of the enclosure. The detailed porch ornamentation, including the chamfered columns and trims shall be reused or duplicated using salvaged materials from the Horse Barn or fabricated from like new materials. The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

For the porches, the railings, ceiling, and floor materials shall be consistent with original materials used re-using wood salvaged from the Horse Barn to fabricate the required elements.

The exterior paint colour, including wood trims, shall be subject to the prior written approval of the City. A contrasting complementary paint colour shall be used for windows, doors and wood trims. The following paint colours have been approved by the City Architect and are permitted to be used without further consultation.

- Body (Upper and Lower) – Harris Grey VC-25
- Window Sash and Trim – Oxford Ivory VC-1
- Porch
 - Ornamentation and Brackets – Pendrell Red VC-29
 - Posts – Harris Grey VC-25
 - Angled Plains and Reveal Cuts – Oxford Ivory VC-1
 - Floor – Edwardian Porch Grey VC-26
 - Ceiling – Oxford Ivory VC-1
- Doors – Darker grey with Oxford Ivory VC-1 panel trim
- Roof – Natural

If the colour 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 Farmhouse or heritage colours appropriate for the period of the Farmhouse. 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.

4. Interior Condition

There are no interior features recommended for Conservation. Removing the floor material in the original north portion of the Farmhouse and reinstalling it in the flex-purpose room and/or other room of the reconstructed Farmhouse is encouraged.

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

5. New Construction

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

6. Site Feature, Landscaping and Fences

The Farmhouse was constructed to the southwest of a rock cropping on the site. This was not identified as a character defining element. The orchard to the west, the plantings in the front, and the bush to the rear were so identified.

The same relationship to grade shall be maintained in the new location as exists at the present one. Original foundation rocks may be used in areas where grade changes take place on the lot containing the Farmhouse or on the lot's street edges.

Retaining walls and concrete foundations shall not be visible particularly from the multi-purpose walkway.

A mixture of street and/or yard trees shall be planted including fruit trees.

In consultation with a landscape professional, consideration shall be given to moving some of the existing plantings and/or documenting the species and using replacement plantings in the front yard of the Farmhouse and along the multi-use path fronting the Farmhouse.

Landscaping, including interpretive panels, shall be installed and maintained as required in the development permit issued by Council for the Lands.

7. Trees, Streetscape and Street Interface

All trees on the lot are subject to the provisions of the Surrey Tree Protection Bylaw, 2006, No. 16100.

8. Other

The deconstruction, salvage and cataloguing of the Farmhouse and Farmhouse materials shall be overseen by a qualified heritage consultant. Detailed guidelines for deconstruction are provided on page 8 of the GreenCity Plan.

Refer to the GreenCity Plan and Barnett Dembek Architects Inc. Plans for more details. Notwithstanding the notations in the Barnett Dembek Architects Inc. Plans, the use of new exterior materials in excess of 50% shall be subject to the prior written approval of 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.

B. Milk Cooling Shed

1. Foundation

A concrete slab foundation suitable for the parking of cars is to be designed to allow the Shed to be moved and put into place, and be adapted for reuse.

The existing wood floor shall be removed, the Shed walls adequately shorn up, and the Shed moved and placed on a slab foundation on the same lot as the Farmhouse.

The lean to on the north side of the Shed is not an original part of the building and shall be removed.

2. Roof Structure and Cladding

The roof was originally surfaced in cedar shakes or sawn shingles. However, this roof has been replaced with asphalt shingles or metal.

The existing asphalt roofing material shall be replaced by cedar shakes or sawn shingles. Composite shingle materials with a cedar appearance/colour and other textured non-wood materials shall not be used.

The existing metal downspouts and gutters shall be removed, and historically sympathetic "K-Style" gutters and "round" downspouts shall be installed. Replacement gutters and downspouts shall be fabricated or painted to have a colour similar to the trim.

Drainage and soakaways shall be placed to move water away from the Shed. The rainwater disposal system shall be periodically inspected and properly maintained to prevent water damage to the Shed.

3. Building Envelope, Exterior, Wood Detailing and Trims

The Shed is finished with horizontal cedar drop siding, and possesses some of its original detailing.

Damaged horizontal drop siding and trim detailing shall be repaired. Split, weathered or deteriorated siding shall be removed and replaced by like material salvaged from the Horse Barn or new replacement siding to match the original. Materials such as aluminum, vinyl, or hardy plank siding/trim are not acceptable replacement materials. The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

The Shed has three windows. At the east end is a wood double-sash casement window, which is original to the construction of the building. Smaller original windows are located on each of the south and north sides. They are in a poor state of repair.

The windows shall be removed, rebuilt and replaced, using compatible salvaged wood from the Horse Barn or replaced by new wood windows to match the existing historic ones. In undertaking their repair, consider introducing only those measures to improve their performance and efficiency that do not impact the heritage value of the windows. As this is not a residential space, these windows are not required to be functional. Materials such as aluminum, fiberglass or vinyl are not acceptable replacements. The trims are to match the originals. Where this is not possible, the trims shall be in keeping with the style of the Shed. The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

Properly prepare windows and frames for repainting (e.g. remove severely deteriorated paint using a flexible metal spatula, remove dust and dirt with gentle power wash or sponge, etc.).

There are two doors into the Shed: one at the west end and the other on the south side. The structure will need to be modified when it is adapted for reuse as a car garage, by adding a garage door suitable in character with the heritage building.

The south-side door shall be replaced with a standard height door to match the Farmhouse. The door on the west end of the Shed shall be removed and the facade modified to permit the installation of a garage door. An appropriate wood garage door, having a "carriage house" style similar to the samples shown in the GreenCity Plan shall be installed.

The exterior paint colour, including wood trims, shall be subject to the prior written approval of the City. A contrasting complementary paint colour shall be used for windows, doors and wood trims. The following paint colours have been approved by the City Architect and are permitted to be used without further consultation.

- Body – Harris Grey VC-25
- Window Sash and Trim – Oxford Ivory VC-1
- Door – Darker grey with Oxford Ivory VC-1 panel trim
- Garage Door – Darker grey with Oxford Ivory VC-1 panel trim
- Roof – Natural

If the colour 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 Farmhouse or heritage colours appropriate for the period of the Farmhouse. 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.

4. Interior Condition

There are no interior features recommended for Conservation.

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

5. New Construction

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

6. Site Feature, Landscaping and Fences

Retaining walls and concrete foundations shall not be visible particularly from the multi-purpose walkway.

A mixture of street and/or yard trees shall be planted including fruit trees.

In consultation with a landscape professional, consideration shall be given to moving some of the existing plantings and/or documenting the species and using replacement plantings.

Landscaping, including interpretive panels, shall be installed and maintained as required in the development permit issued by Council for the Lands.

7. Trees, Streetscape and Street Interface

All trees on the lot are subject to the provisions of the Surrey Tree Protection Bylaw, 2006, No. 16100.

8. Other

The relocation of the Shed and salvage of materials from the Shed shall be supervised by a heritage consultant acceptable to the City.

Refer to the GreenCity Plan and Barnett Dembek Architects Inc. Plans for more details. Notwithstanding the notations in the Barnett Dembek Architects Inc. Plans, the use of new exterior materials in excess of 50% shall be subject to the prior written approval of 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.

C. Calf Barn

1. Foundation

It is the proposed that a suitable concrete foundation be established to receive the Calf Barn, allowing it to be revitalized and adapted for reuse.

The existing concrete floor (see GreenCity Plan) shall be carefully removed from the foundation to allow the structure to be moved to a new permanent foundation in the townhouse portion of the site. The existing wood foundation structural elements, which are in sound condition, shall be salvaged for reuse.

2. Roof Structure and Cladding

The roof was originally surfaced in cedar shakes or sawn shingles. However, this roof has been replaced with asphalt shingles or metal.

The existing asphalt roofing material shall be replaced by cedar shakes or sawn shingles. Composite shingle materials with a cedar appearance/colour and other textured non-wood materials shall not be used.

The existing metal downspouts and gutters shall be removed, and historically sympathetic "K-Style" gutters and "round" downspouts shall be installed. Gutters and downspouts shall be fabricated or painted to have a colour similar to the trim.

Drainage and soakaways shall be placed to move water away from the Barn. The rainwater disposal system shall be periodically inspected and properly maintained to prevent water damage to the Barn.

3. Building Envelope, Exterior, Wood Detailing and Trims

The Barn is finished with horizontal cedar drop siding, and possesses some of its original detailing.

Damaged horizontal drop siding and trim detailing shall be repaired. Split, weathered or deteriorated siding shall be removed and replaced by like material salvaged from the Horse Barn or replacement siding fabricated to match the original. Materials such as aluminum, vinyl, or hardy plank siding/trims are not acceptable replacement materials. The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

The windows are small 4-pane rectangular wood windows, 11 on each longitudinal wall and 2 on the south gable wall. At the south gable end above the hayloft entrance, is a 6-pane wood window. All the windows are original to the construction of the Barn. They are in a poor state of repair.

The windows shall be removed, rebuilt and replaced, including replacing missing panes with like single glazing, using compatible salvaged wood from the Horse Barn or replaced with new wood windows to match the existing historic windows. In undertaking their repair, consider measures to improve their performance and efficiency that do not impact the heritage value of the windows.

Trims shall match the originals. Where this is not possible, the trims shall be in keeping with the style of the heritage building. The existing windows are currently fixed and not designed to open. Any modification to allow some or all of these windows to open shall be done in a sensitive manner, and using hardware not detracting from their character.

Materials such as aluminum, fiberglass or vinyl are not acceptable replacements. The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

Windows and frames shall be properly prepared for repainting (e.g. remove severely deteriorated paint using a flexible metal spatula, remove dust and dirt with gentle power wash or sponge, etc.).

The doors into the Barn provide functionality for the original agricultural uses accommodated by the barn. Therefore, the design and style of the doors and their trim shall visually incorporate elements of the former function, adapted to have the proper height and width, and to be safe and convenient for future building users.

The exterior slide door and associated hardware elements on the north end wall and the doors on the longitudinal walls will be retained as a nonoperating feature, except if Code requires a full height exit doors. The centrally located entrance in the south end wall shall be the main entry for this building. The former wall-hung barn door (doors on metal rollers) shall be re-established by:

- a) Installing a fixed wall-hung barn door in an open position with suitable functional doors in the current entrance area; or
- b) Introducing a doorway entrance through a fixed wall-hung barn door in a closed position.

The side doors may be retained, increased to a proper size, and used as functional exit doors or non-functional ornamental elements in the longitudinal walls. The hayloft door shall be retained in the south end wall and re-introduced in the north end wall as a gable wall façade element, or may be designed to open to allow for natural ventilation. Elements such as skylights shall not be used. Hardware elements such as door sliding rails and hinges that are missing shall be replaced by those currently installed in the Horse Barn or replaced by like hardware that matches.

The exterior paint colour, including wood trims, shall be subject to the prior written approval of the City. A contrasting complementary paint colour shall be used for windows, doors and wood trims. The following paint colours have been approved by the City Architect and are permitted to be used without further consultation.

- Body – Pendrell Red VC-29
- Window Sash and Trim – Oxford Ivory VC-1
- Brackets, Sliders and Ornamentation – Gloss Black VC-35
- Doors – Darker grey
- Roof – Natural

If the colour 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 Barn or heritage colours appropriate for the period of the Barn. 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.

4. Interior Condition

Removal of the concrete flooring and the damaged flooring beneath it is required before the building can be structurally shored up and moved. From a structural perspective, the ceiling joists inside the building are structurally necessary to be retained and will form

part of the internal character of the building. As needed, wood is to be reused from the Horse Barn, to create an attractive and open interior with wood ceilings, floor, and walls.

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

5. New Construction

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

6. Site Feature, Landscaping and Fences

In consultation with a landscape professional, consideration shall be given to recreating the landscape context of the Barn.

Landscaping, including interpretive panels, shall be installed and maintained as required in the development permit issued by Council for the Lands.

7. Trees, Streetscape and Street Interface

All trees on the lot are subject to the provisions of the Surrey Tree Protection Bylaw, 2006, No. 16100.

8. Other

The relocation of the Barn and salvage of materials from the Barn shall be supervised by a heritage consultant acceptable to the City.

Refer to the GreenCity Plan and Barnett Dembek Architects Inc. Plans for more details. Notwithstanding the notations in the Barnett Dembek Architects Inc. Plans, the use of new exterior materials in excess of 50% shall be subject to the prior written approval of 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.)