

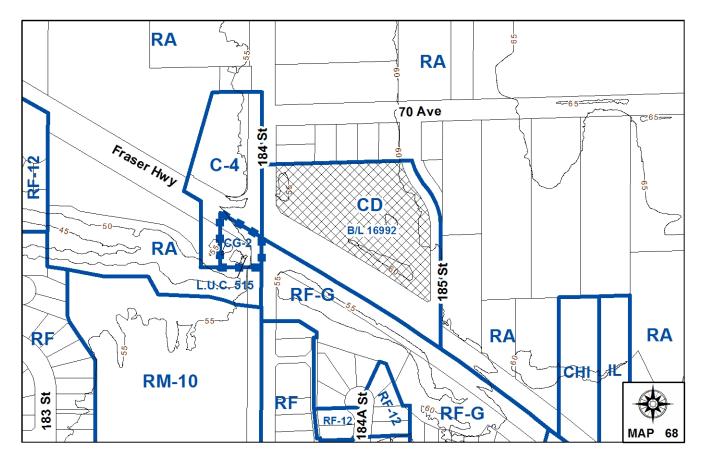
Planning Report Date: November 25, 2013

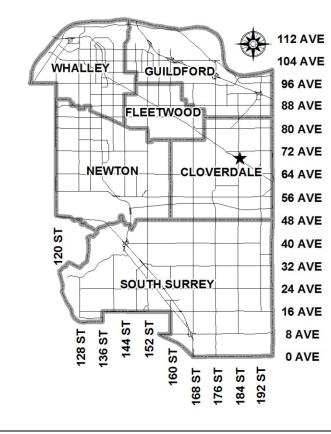
PROPOSAL:

- Development Permit
- Heritage Revitalization Agreement

in order to permit the construction of a replica of the George E. Lawrence House heritage building for use as an amenity building.

LOCATION:	6945 - 185 Street
OWNER:	0761210 BC Ltd.
ZONING:	CD (By-law No. 16992)
OCP DESIGNATION:	Multiple Residential
CLAYTON GENERAL LAND USE PLAN:	Multi-Family
	Residential/Townhouses or Apt





RECOMMENDATION SUMMARY

- Introduce a new Heritage Revitalization Agreement (HRA) By-law to protect the George E. Lawrence House (the House).
- Approval to draft Development Permit.

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- The George E. Lawrence House is identified on the City of Surrey's heritage register and is protected by Heritage Revitalization Agreement, 2011, By-Law No. 16993. Under the terms of HRA By-law No. 16993, which was approved concurrently with the associated Rezoning and Official Community Plan amendment By-laws on July 11, 2011, the applicant committed to the relocation, restoration and long term preservation of the building.
- Due to its damage, the applicant proposes to demolish (deconstruct and salvage), rather than restore, the George E. Lawrence House heritage building.

RATIONALE OF RECOMMENDATION

- Due to several fires that have occurred on the site, the House is in very poor condition. Worksafe BC has concluded the building is in essence condemned and therefore cannot be relocated and restored as originally proposed.
- As a result of the damage to the House caused by these fires, and in accordance with the terms of the approved HRA, the applicant has provided compensation to the City of Surrey for the loss in Heritage Value in the amount of \$110,297.85.
- As the House can no longer be restored and, therefore, cannot be used as an amenity building for the associated townhouse development, the Approving Officer has been unable to allow the development to be stratified. Allowing the construction of a replica of the House will permit the applicant to move forward with the completion of the project, including the execution and registration of the strata plans and the sales of the strata units.

RECOMMENDATION

The Planning & Development Department recommends that:

- a By-law be introduced to allow the property owner and the City of Surrey to enter into a Heritage Revitalization Agreement to allow for a replica building of the George E. Lawrence House at 6945 - 185 Street (Appendix IV).
- 2. Council authorize staff to draft Development Permit No. 7913-0232-00 generally in accordance with the attached drawings (Appendix II).
- 3. Council instruct staff to resolve the following issues prior to final adoption:
 - (a) submission of a landscaping plan and landscaping cost estimate to the specifications and satisfaction of the Planning and Development Department; and
 - (b) resolution of all heritage issues to the satisfaction of the General Manager, Planning and Development.
- 4. Instruct staff to bring forward Heritage Revitalization Agreement By-law No. 16993, for repeal, when the new Heritage Revitalization Agreement By-law is considered for Final Adoption.

REFERRALS

Engineering: The Engineering Department has no objection to the project.

SITE CHARACTERISTICS

Existing Land Use: Townhouses are presently being constructed on the site.

Adjacent Area:

Direction	Existing Use	OCP Designation	Existing Zone
North:	Single family houses on small lots.	Suburban	RA
East (Across 185 Street):	Two acreage lots.	Suburban	RA
South (Across Fraser Highway):	City-owned parcel (park) with a red coded creek.	Urban and Open Space in North Cloverdale East NCP	RF-G
West (Across 184 Street):	Vacant lot.	Suburban	C-4

DEVELOPMENT CONSIDERATIONS

Background

- On July 11, 2011, Council approved an Official Community Plan (OCP) amendment that
 redesignated the subject site from Suburban to Multiple Residential; a rezoning of the subject
 site from "One-Acre Residential Zone (RA)" to "Comprehensive Development Zone (CD)"
 (based on RM-30); a Heritage Revitalization Agreement By-law; and a Development Permit to
 permit the development of a 73-unit townhouse project with a restored heritage house at 6945
 185 Street in Clayton (Application No. 7906-0351-00).
- Under Development Application No. 7906-0351-00, the developer agreed to relocate and restore the George E. Lawrence House that was located on the site and to use the House as the amenity building for the proposed townhouse development. The terms of the relocation/restoration of the House were outlined in HRA By-Law, 2011, No. 16993.
- The House has been identified on the City of Surrey's heritage register since 1998. It is also listed on the Canadian Register of Historic Places.
- The Ontario Cottage style house was built in 1908 and has significant historical value as it is one of the few remaining buildings of its type in Surrey, and due to its association with farming and ranching practices dating back to the turn of the century. The House is also significant as Mr.Lawrence was an early Surrey pioneer, having been a Councillor from 1905-6.
- Since the time that Land Development Application (no. 7906-0351-00) was submitted in 2006, the House has not been adequately secured and protected. As a result, the building is presently in very poor condition, due to a number of fires that have ravaged the building over the years, and can no longer be relocated and restored as originally proposed. As a result of the building's present condition, Work Safe BC has refused to allow anyone to enter the building to initiate the restoration work. As a result, the restoration work previously proposed under the existing HRA cannot be completed.
- The townhouses that are associated with the application are currently under construction, with Building Permits having been issued for seven buildings, containing a total of 40 townhouse units, out of a total of 73 townhouse units.
- The developer would like to stratify the development with the constructed 40 townhouse units constituting Phases 1 and 2.
- As the strata plan must comply with the approved Development Permit, resolution of the amenity building is required.

Current Application

- The developer is now proposing to enter into a new Heritage Revitalization Agreement with the City of Surrey and has applied for a Development Permit to amend Development Permit No. 7906-0351-00 in order to permit demolition, rather than restoration, of the House, and to permit the construction of a replica of the House that can be used as the amenity building for the townhouse development.
- The new replica building will be located at the southeast corner of the site, in the same location as was originally proposed under Development Permit No. 7906-0351-00. The location will allow the replica building to be highly visible from both Fraser Highway and the adjacent multi-use pathway that is presently under construction.
- Upon the successful completion of the subject application and the applicant entering into a new Heritage Revitalization Agreement, the House will be carefully deconstructed and removed from its current location within the Fraser Highway road fight-of-way. The applicant has agreed to remove the building within sixty days of the subject HRA receiving Final Adoption. Bonding will be secured to ensure the removal is to the satisfaction of the City.
- The applicant has confirmed that construction of the replica building will commence within 60 days of the subject HRA receiving Final Adoption.
- As noted previously, in accordance with HRA By-Law, 2011, No. 16993, the developer has paid compensation to the City for loss in heritage value in the amount of \$110,297.85, due to the fact that the House cannot be restored. These funds are to be held in a reserve fund and will be available for heritage related enhancements in the general area.

HERITAGE REVITALIZATION AGREEMENT

- The Heritage Advisory Commission (HAC) reviewed the application and found the proposed changes to be acceptable (Appendix III).
- The HAC did encourage that the owner/ developer try to work with Work Safe BC to gain access to the building, and to ensure that workers are protected from any hazardous materials. Similarly they encouraged that a storyboard be provided to highlight the history of the building and that a sign, which is supplemental to the development application sign, be erected which explains the heritage proposal to the public.
- The applicant will be required to enter into a Heritage Revitalization Agreement with the City to reflect the proposed change in approach. The existing Heritage Revitalization Agreement (No. 16993) will be repealed once the new Heritage Revitalization Agreement has been adopted.

DESIGN PROPOSAL AND REVIEW

- The proposed new building will be an exact replica of the historical George E. Lawrence House as identified in the conservation plan included as part of the proposed HRA (Appendix IV).
- In order to ensure that an exact replica is constructed, the applicant has based the current drawings on a "measured survey" of the existing House. The applicant has confirmed that the "measured survey" can be considered accurate within 12 mm (0.5 in) for the primary dimensions of the House, including for the building's dimensions in plan and building sections. The applicant has also indicated that the survey is accurate for all elevations, windows and door positions. Thus the replica drawings can be considered the most accurate representation of the existing building as is possible.
- The inside of the House is not proposed to be replicated. The indoor rooms will be brand new and are intended for use as amenity space and are comprised of a kitchenette/ lounge area, a media room, office space, an entertainment room, a multipurpose room and a music room.
- The replica of the building will be constructed of materials to match the historic house. Materials will be salvaged from the existing House for re-use where possible. Where re-use is not possible, salvaged materials will be used as examples to create replica materials. The historic roof structure, including the roofline, angle, height, dormers, closed soffits, and roofing materials will be replicated to match the original. Two new chimneys will be constructed of red brick using historically accurate lime-based mortar. Where salvaged materials cannot be re-used, replica drop-siding, window trim, door trim, cornerboards, bargeboards and windows will match the existing. Microscopic paint analysis will be used to determine the original paint colours.
- Under Development Permit No. 7906-0351-00, a brick and wood fence was approved around the House. Since that time, staff re-evaluated the appropriateness of this fence type and determined that a white picket fence would be more appropriate. The revised fence is more contextual to the historical nature of the project. All other aspects of the previously approved landscape plans remain the same.
- Similarly, the applicant was required to provide a heritage storyboard as part of Development Application. No 7906-0351-00 at the southeast corner of the site. To ensure that this is provided, security in the amount of \$5,000.00 was collected from the owner/developer as part of the previous project's landscape security. The design of the storyboard will be completed by the applicant as a condition of approval of the subject application. The storyboard will tell the story of the building, including both historical references and more recent events such as the fires and the resultant replica building.

PRE-NOTIFICATION

Pre-notification letters were sent on November 4, 2013 and Development Proposal Signs were erected on the site on November 1, 2013. In response, correspondence was received from an adjacent resident who identified the following concerns.

• The resident expressed concern about the visual appearance of the House, resulting from the previous fires, and the fact that the House was left to rot in the rain, as well as the length of time that it has been left in this condition. The resident noted his support for the construction of a replica building, as the existing building needs to be removed. The resident also questioned the viability of moving the building based on its present condition.

(An exact replica of the existing George E. Lawrence House is proposed as part of the subject application, which will allow the existing house to be removed from the Fraser Highway road right-of-way.)

INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I.	Lot Owners and Action Summary
Appendix II.	Site Plan, Building Elevations and Landscape Plans
Appendix III.	Draft Heritage Advisory Commission Minutes
Appendix IV.	Heritage Revitalization Agreement

INFORMATION AVAILABLE ON FILE

• Complete Set of Architectural and Landscape Plans prepared by WG Architecture Inc. and JHL Design Group Inc., respectively, dated November 19, 2013.

original signed by Judith Robertson

Jean Lamontagne General Manager Planning and Development

SML/da

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Information for City Clerk

Legal Description and Owners of all lots that form part of the application:

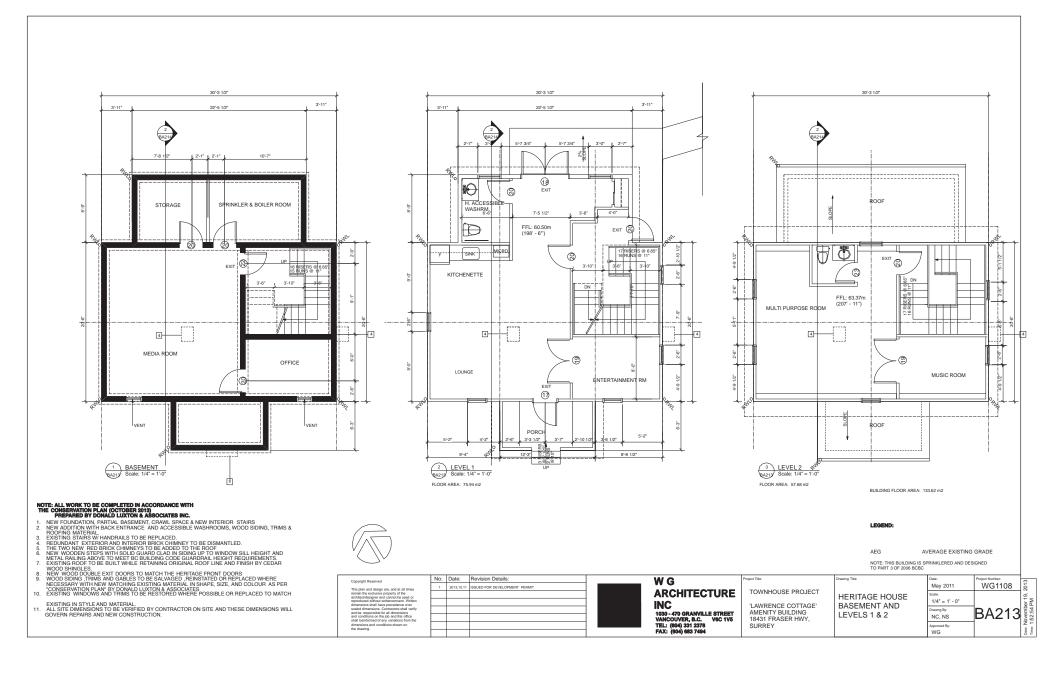
1.	(a) Agent	: Name: Address:	James Pernu McElhanney Consulting Services Ltd. 13450 - 102 Avenue, Unit 2300 Surrey, BC V3T 5X3
		Tel:	604-424-4889 - Work 604-424-4889 - Home
2.	2. Properties involved in the Application		
	(a)	Civic Address:	6945 - 185 Street
	(b)	Civic Address: Owner:	6945 - 185 Street 0761210 BC Ltd. <u>Director Information:</u> Jolly Saluja Harjit S. Soni
		PID: Lot 1 Section 16 Town	<u>Officer Information as at June 20, 2013</u> Jolly Saluja (Secretary) Harjit S. Soni (President) 028-713-915 Iship 8 New Westminster District Plan BCP49554

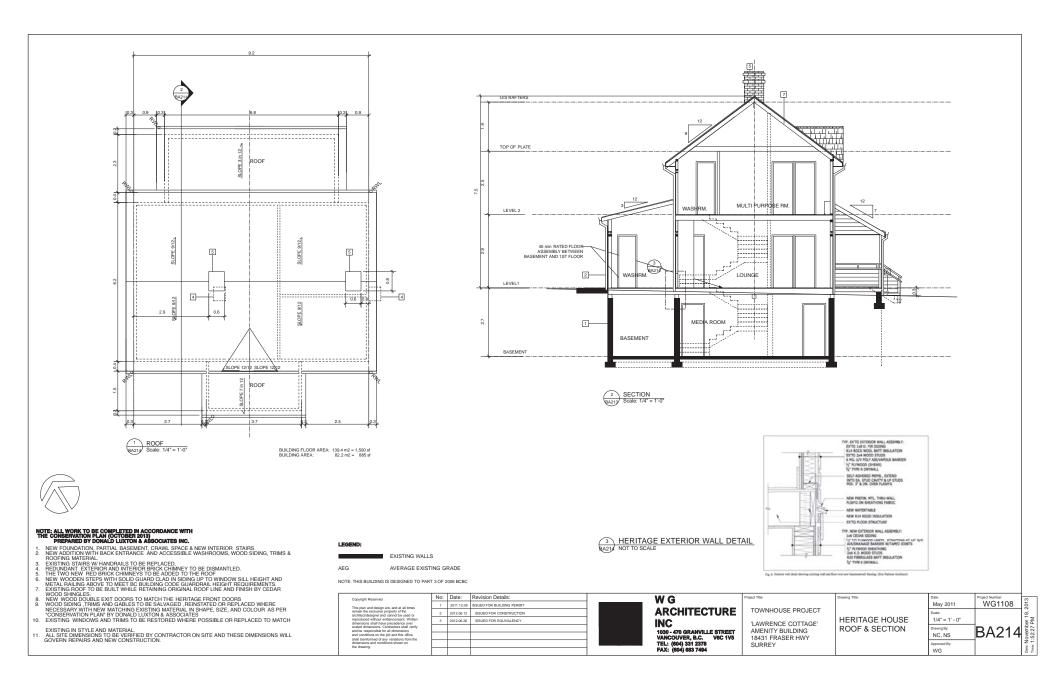
3. Summary of Actions for City Clerk's Office

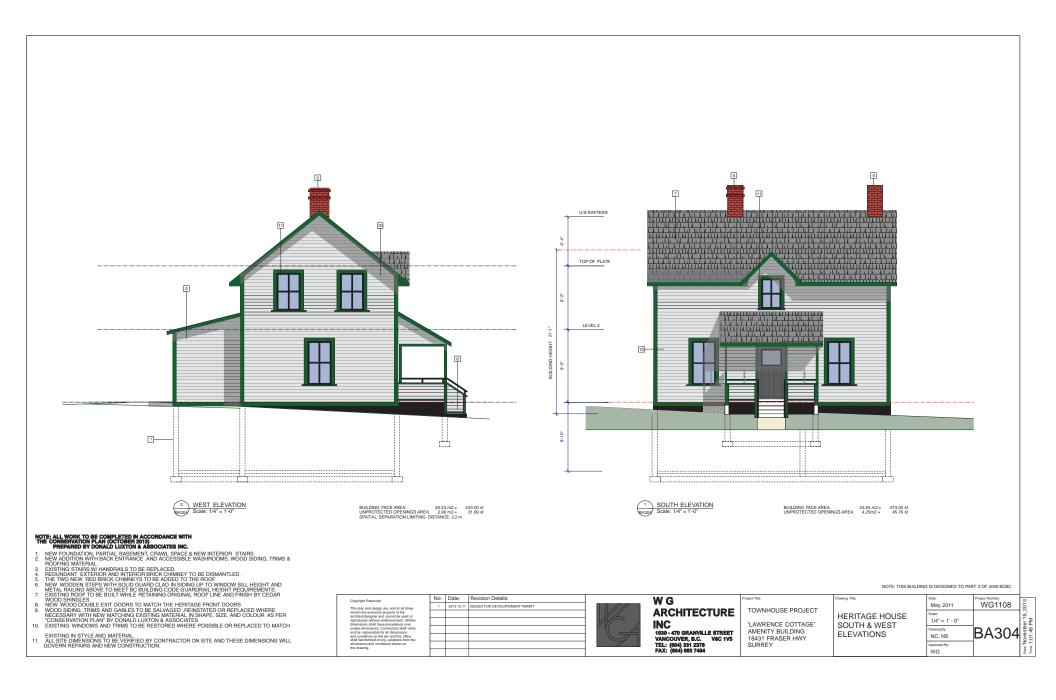
- (a) Introduce a Heritage Revitalization Agreement By-law, which is attached as Appendix IV.
- (b) File the appropriate notice, upon final adoption of the by-law, at the Land Title Office and with the Minister in accordance with Section 966 of the Local Government Act.

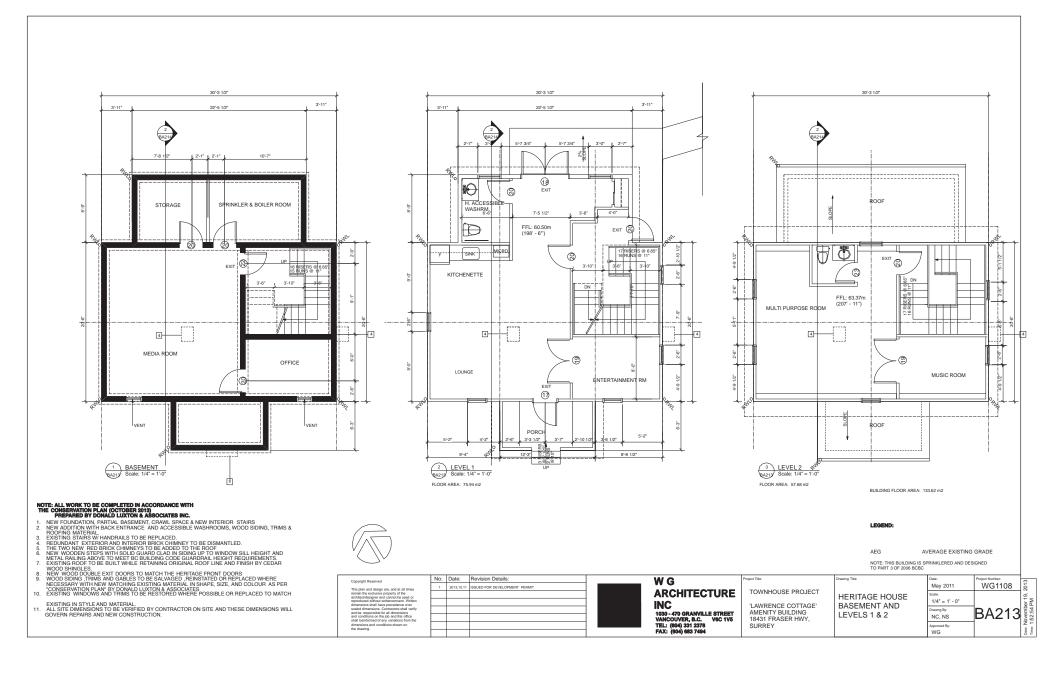


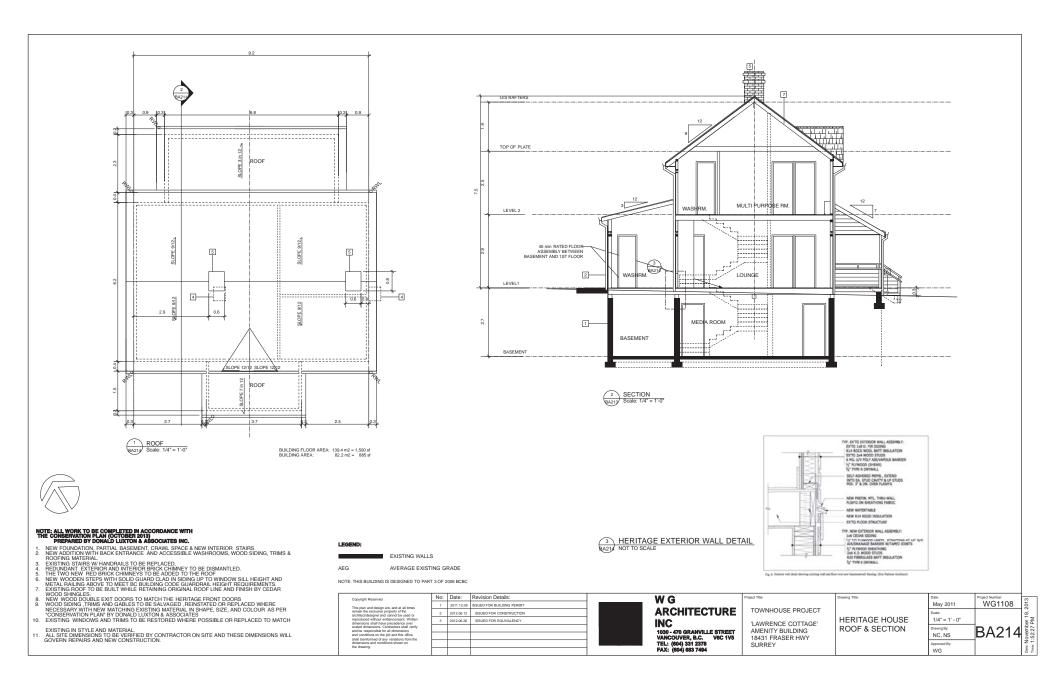
Appendix II

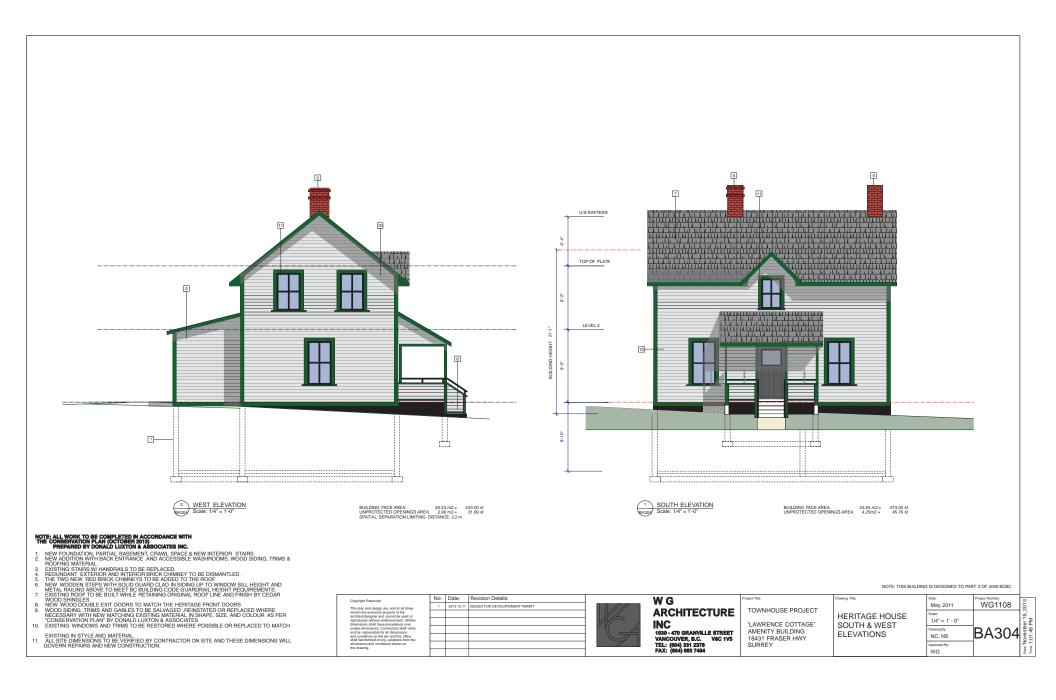


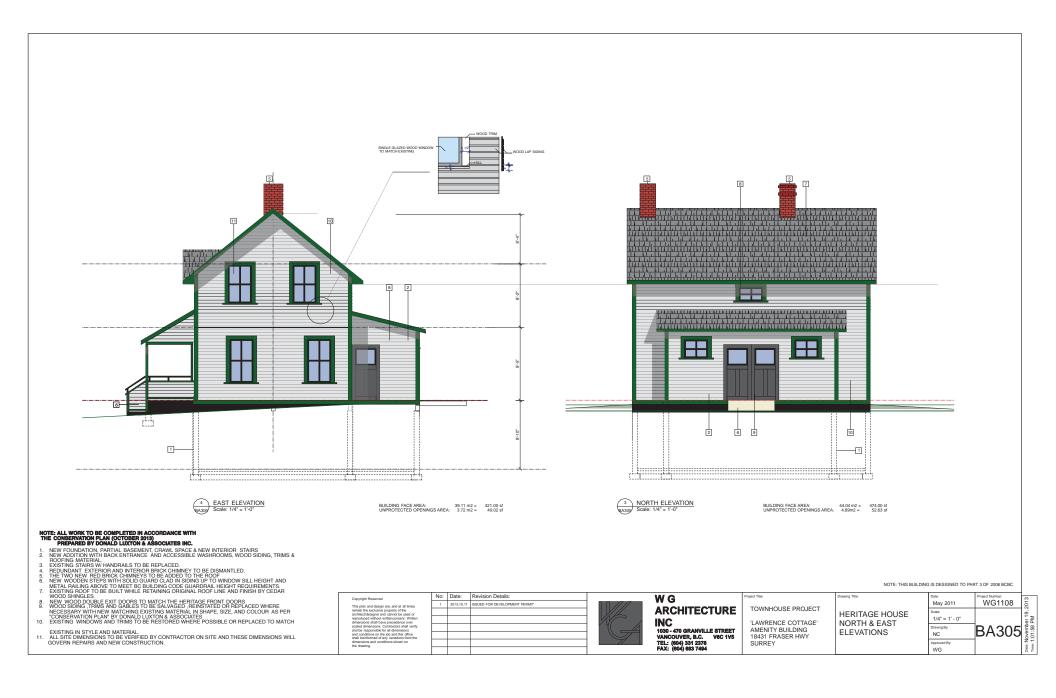


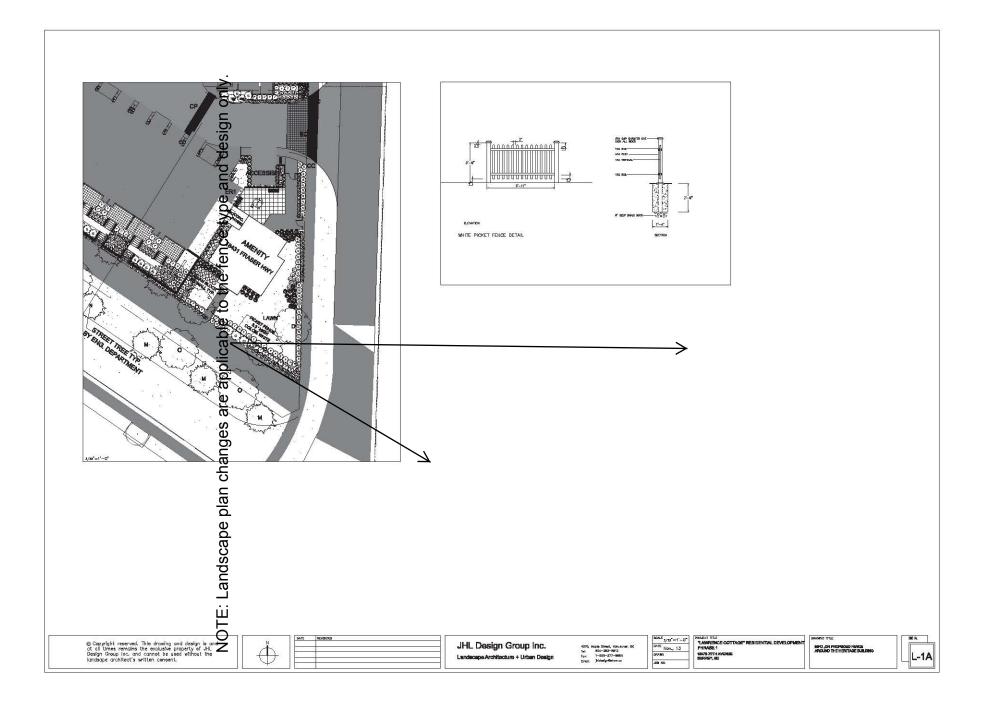














Surrey Heritage Advisory Commission – Minutes

Planning & Development 1 City Hall 14245 - 56 Avenue Surrey, B.C. **TUESDAY, OCTOBER 29, 2013** Time: 5:45 pm

Present:

Vice Chair - B. Hol R. Hart L. Tannen S. Thomas

<u>Absent</u>:

Chair - Councillor Steele W. Farrand

<u>Guests</u>:

D. Johnson, Surrey Historical Society Christin Doeinghaus, Donald Luxton & Associates Jason Hineman, Mann Construction Group Wojciech Grzybowicz, WG Architecture James Pernu, McElhanney

Staff Present:

E. Schultz, Planning & Development M. Petrovic, Engineering N. Aven, Urban Forestry & Environmental Programs H. Dmytriw, Legislative Services

D. NEW BUSINESS

1. PLANNING & DEVELOPMENT

- (a) George E. Lawrence House at 18431 Fraser Highway Proposed Revised Heritage Revitalization Agreement (HRA) File: 6800-10
 - The following were here for discussion of this item:
 - Christin Doeinghaus, Donald Luxton & Associates
 - Jason Hineman, Mann Construction Group
 - Wojciech Grzybowicz, WG Architecture
 - James Pernu, McElhanney

Background

The George E. Lawrence House, located at 18431 Fraser Highway is a modest one and a half storey wood frame house. Built in 1908, the typical homestead house features a side-gable roof with a cross-gable roof dormer, wooden drop siding, and whalebone bargeboards.

The George E. Lawrence House has deteriorated over the years and been vandalised. In recent years it has been damaged by fire on three separate occasions. The house was to be relocated and restored as part of a townhouse development on the property but can no longer be relocated due to its condition. In January 2013, the Commission reviewed the two replica options provided and:

1. Endorsed "Option 1 – reconstruction of the George E. Lawrence House blending salvaged and new materials," and

2. Recommended to the GM, P&D that in accordance with the terms of the George E. Lawrence HRA, compensation for loss of heritage value be levied against the developer for the ongoing neglect and ultimate loss of the house.

In October 2013, the owner/developer submitted an application to the City for a new Development Permit and revised HRA to allow for the replication of the George E. Lawrence House using salvaged and new materials. Under the proposed revised HRA, the George E. Lawrence House replica will not be eligible for financial incentives available from the City such as restoration grants (available through the City's Building Preservation Program) and property tax exemption.

In accordance with HRA By-Law, 2011, No. 16993, the owner/developer has paid "compensation for loss in heritage value" in the amount of \$110,297.85. The money is to be held in a reserve fund and will be available for heritage related enhancements in the general area.

The Commission noted that the severe damage to the George E. Lawrence heritage house has not been taken lightly by the Commission. The house has been brought before the Commission on a number of occasions.

Applicant representative, Jason Hineman, Mann Construction Group provided the following comments:

- Work Safe BC is not allowing entry into the building at this point due to the damaged state of the structure.
- Pieces will be removed in a controlled manner during demolition, but only the exterior cladding will be salvaged at this point.
- Work Safe BC claims there may be asbestos in the house and rejected a proposal by structural engineering to secure the building for workers to enter to test for asbestos. Mainland stamped the drawings to proceed with the structural integrity report but Work Safe BC did not think repairs would be good enough. Structural support cannot be achieved without going inside the building.

The Commission encouraged the owner/developers to work with Work Safe BC and ensure workers are protected from hazardous materials.

Staff noted there are discrepancies in the architectural drawings, including the following:

- fascia boards to be curved on gables and dormers
- two chimneys shown, original house had one
- location of front lower windows is incorrect
- ensure correct style of front door
- cedar shingle roof (not duroid); and
- overall height of the building is lower and wider compared to the original.

For clarification, staff advised that the HRA requires the outside of the building to be a replica and the exterior façade to be the original. The inside of the original home was never documented so will be brand new and to be used as a multipurpose amenity space. The replica will be built to meet the BC Building Code. Colours will be based on historic colours. The drainage will depend on the drainage scheme for the area.

As this is a heritage site, the owner/developer are encouraged to:

- erect a storyboard to highlight the history of the building; and
- erect a sign, at the same time as the development application board, explaining the proposal to the public.

The delegates were thanked for attending the meeting and departed.

Carried

It was

Moved by Commissioner Hart Seconded by Commissioner Tannen That the Surrey Heritage Advisory Commission:

- 1. Receive this report as information; and
- 2. That the proposed HRA for the George E. Lawrence House be forwarded to Council once outstanding issues are resolved to staff's satisfaction.

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: 028-713-915 Lot 1 Section 16 Township 8 New Westminster District Plan BCP49554

6945 - 185 Street (also known as 18431 - Fraser Highway)

(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:

- 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 of the Lands and on the title of each of the Strata Lots.
- 3. Schedule "I" forms a part of this By-law.
- 4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2013, No. ."

READ A FIRST AND SECOND TIME on the day of , 2013.

READ A THIRD TIME ON THE day of , 2013.

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

_____ MAYOR

CLERK

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SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement By-law, 2013, No.]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ____ day of _____, 2013

BETWEEN:

<u>0761210 B.C. LTD., INC.NO. 761210</u> 5757 - 136 Street Surrey, British Columbia V₃X 1J4

(the "Owner")

OF THE FIRST PART

AND:

<u>CITY OF SURREY</u>, 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: 028-713-915 Lot 1 Section 16 Township 8 New Westminster District Plan BCP49554

6945 - 185 Street (also known as 18431 - Fraser Highway)

(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 as Schedule "A" (the "Conservation Plan") to this Agreement and Schedule "B" (the "DL&A Plan");
- G. The improvements or features identified in the Conservation Plan as the George E. Lawrence House (the "House") is listed on the Surrey Heritage Register and the Owner and the City consider that the House has *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the House.

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

Conservation Plan

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

detailing and trims, windows and doors; interior conditions; new construction; and landscaping, fences, and street interface.

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 Parts I and II of the Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the Conservation Plan and the DL&A Plan.
 - (d) In the event the House is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the House 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 House. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration of the House shall reflect the character-defining elements and design components including, but not limited to: location on the original parcel of land along what is now the Fraser Highway; rural residential form, scale, and massing as expressed by its one and one-half storey height, medium pitched side-gable roof with cross-gable dormer at the front, and entrance porch with shed roof at the front entrance; wood-frame construction with wooden drop-siding and cornerboards; vernacular farmhouse influences such as its simple square plan, whalebone bargeboards, and closed soffits; and original window openings and wooden window frames all as subject to approval by the City Architect or designate.
 - (e) In the event the House is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the House. 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 House. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The construction of the replica of the House shall reflect the character-defining elements and design

components as described in Section 2(d), all as subject to approval by the City Architect or designate.

- (f) In the event that the House 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 \$110,297.85 indexed to the Vancouver Consumer Price Index (CPI) with 2013 being the base year, except that if the House is destroyed through natural causes, including but not limited to, flood, earthquake and accidental fire as determined by the City in its sole discretion, and a replica is constructed by the Owner that is acceptable to the Heritage Advisory Commission or any successor decision making body in is sole discretion, then payment of compensation by the Owner to the City is not required.
- (g) If the House becomes vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the House 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 24hour emergency contact number and confirm the security measures are in place. If the Owner fails to secure the House, the City may and is authorized to enter onto the Lands to undertake the necessary works to secure the House, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands and to conduct inspections to determine that the security measures continue to be in place.
- (h) Once the House is occupied, there must be appropriate security measures in place to maintain the integrity and security of the House and Lands. Should the House become vacant and unoccupied for a period of 30 days or more, the requirements in 2(g) apply, including the right of the City to enter onto the Lands to carry out the necessary works at the expense of the Owner and confirm that security measures are in place, unless otherwise agreed to in writing by the City. The Owner of the Lands must also provide to the City in writing a 24-hour emergency contact number.
- (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 a security to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan.

- (k) The Owner may not 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 <u>Community Charter</u>, S.B.C. 2003, c.26 (the "Community Charter").
- (I) If the intent is to have a strata titled development, the Owner as the owner developer will insure that the maintenance requirements discussed in this Agreement will be set out within the by-laws governing the strata titled development before the first meeting of the owners of the strata development. The by-laws that reflect these maintenance requirements, and the maintenance requirements themselves, shall not be changed without the prior written consent of the City.

Variation to By-laws

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

Construction and Maintenance

4. Wherever under this Agreement the Owner relocates, restores, rehabilitates, replicates, repairs, replaces, maintains or in any way alters improvements on, or features of the Lands identified in the Conservation Plan as having *heritage value* and *heritage character* or constructs or maintains other works to protect or conserve such improvements or features, all such work shall be done at the Owner's sole expense strictly in accordance with the Conservation Plan and as agreed by the City in writing and all improvements or features shall be diligently and continuously maintained in good repair and efficient operating condition by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage and conservation practice.

No Liability to City

- 5. In no case shall the City be liable or responsible in any way for:
 - (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that be suffered or sustained by the Owner or by any other person who may be on the Lands; or
 - (b) any loss or damage of any nature whatsoever, howsoever caused to the Lands or any improvements or personal property thereon belonging to the Owner or to any other person,

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

Reasonable Care and Risk

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

Modification

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

Indemnity

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

Alternative Remedies

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

Damages

10. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully relocate, restore, rehabilitate, replace, repair or maintain the building, structure, improvements on or features of the Lands having *heritage value* and *heritage character* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any relocation, restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the City by reference to the Conservation Plan, and Sections 2 and 4 of this Agreement.

No Waiver

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

Statutory Authority and Proprietary Rights

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

Compliance with Laws

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

<u>Notice</u>

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, British Columbia V3X 3A2

If to the Owner:

0761210 B.C. LTD., INC.NO. 761210 5757 136 Street Surrey, British Columbia V3X 1J4

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;
 - 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 <u>Local</u> <u>Government Act</u>, and the <u>Heritage Conservation Act</u>, 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.

o761210 B.C. LTD., INC.NO. 761210 by its authorized signatory

Jolly Saluja

CITY OF SURREY

Dianne Watts Mayor

Jane Sullivan City Clerk

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SCHEDULE "A" CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Description of Historic Place

The George E. Lawrence House, 18431 - Fraser Highway, is a modest one and one-half storey wood-frame vernacular residence. The House features a side-gable roof with a cross-gable roof dormer, wooden drop siding and whalebone bargeboards. It is situated in the historic Clayton area in the City of Surrey.

2. Heritage Value of Historic Place

Built in 1908, the George E. Lawrence House is significant as a good example of an early homestead in the Clayton neighbourhood of the City of Surrey, British Columbia, with modest vernacular features. The typology of the George E. Lawrence House has value as a tangible reminder of Surrey's agricultural roots.

The George E. Lawrence House has historical value as one of the few extant buildings of its type in Surrey and for its association with the farming and ranching practices of the late 1800s and early 1900s, which were fuelled by the agricultural dependent economy of the Fraser Valley. After the New Westminster South Railway laid track in the Surrey area in 1891, development increased as more families arrived from Europe and Western Canada to settle in the lowland area. The arrival of the Great Northern Railway in 1909 established the area as a successful rural community, a reputation that was furthered still by the creation of the B.C. Electric Interurban Line in 1910. The George E. Lawrence House was built in 1908 at the height of the development boom in the Clayton area, and quality materials, good craftsmanship, and minimal architectural embellishment characterize its construction. The George E. Lawrence House is typical of the farmhouses of the era, of which few remain in Surrey.

The 1908 George E. Lawrence House is also significant for its association with Surrey pioneer and farmer, George E. Lawrence (1855-1940). Born in Scotland in 1855, George E. Lawrence travelled to Canada in 1886 and made his way to British Columbia, settling in Surrey in 1888. After farming the land for a few years, Lawrence ventured into politics and was elected Councillor of Hall's Prairie in 1905 through to 1906. In 1907 the Lawrence family logged and cleared a large parcel of land along Yale Road, and in 1908 they constructed their homestead. George E. Lawrence was an influential and well-known man in the early days of the development of Surrey, ranching, farming, and growing fruit on his land. In the 1920s George E. Lawrence began subdividing the land on which is homestead was located, selling the sections off to soldiers returning home from the First World War. Lawrence died in the 18431 - Fraser Highway house on November 19, 1940, only eight days after his 85th birthday. The House remains as a reminder of his contribution to the importance of agriculture in the history of the City of Surrey.

3. Character Defining Elements

Key elements that define the heritage character of the George E. Lawrence House include its:

- location on the original parcel of land along what is now the Fraser Highway;
- rural residential form, scale, and massing as expressed by its one and one-half storey height, medium pitched side-gable roof with cross-gable dormer at the front, and entrance porch with shed roof at the front entrance;
- wood-frame construction with wooden drop-siding and cornerboards;
- Vernacular farmhouse influences such as its simple square plan, whalebone bargeboards, and closed soffits; and
- original window openings and wooden window frames.

4. Existing Exterior Appearance and Features

Situated along the Fraser Highway in the City of Surrey, the George E. Lawrence House is a one and one-half storey wood frame structure with wooden drop siding and a side-gable roof. This historic dwelling is characterized by its cross-gable dormer, closed soffits, whalebone bargeboards, and front porch with shed roof. Initially constructed with two interior red-brick chimneys, these chimneys were removed and replaced with a later concrete block chimney on the south elevation. Additional alterations to the House are minimal and include an enclosed addition at the rear with a shed roof. The House retained its character-defining elements until it suffered significant damage from fire and vandalism. At present the roof and gables are severely damaged, the surviving windows and doors are boarded over and ongoing deterioration of historic fabric due to water ingress and weathering is evident. Photos of the House are included in the DL&A Plan.

PART II – MAINTENANCE, STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

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

B. Maintenance Strategy

The strategy to ensure ongoing conservation of the House shall consist of a Maintenance Plan prepared with input from a Conservation Architect or qualified Heritage Consultant who is acceptable to the City. Issues to be addressed include water penetration and damage from sun, wind, weather and animals. Maintenance includes painting or staining, sealing, weather-stripping and the like.

The Owner shall submit a Maintenance Plan for review and approval by the General Manager, Planning and Development and the Heritage Advisory

Commission within one year of the adoption of a by-law to enter into this Agreement.

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

C. Amending an Established Maintenance Strategy

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

2. Timing and Phasing

With respect to the phasing or timing of commencement or completion of action applying to the Lands, the deconstruction and salvage of materials from the George E. Lawrence House must be completed within 60 days following the adoption of a by-law to enter into this Agreement and be carried out pursuant to a demolition permit issued by the City authorizing the works. The replication of the George E. Lawrence House must commence within 60 days following the adoption of a by-law to enter into this Agreement. The replication of the George E. Lawrence House shall be included and completed in the first phase of development of the Lands and be carried out pursuant to a building permit issued by the City authorizing the works. The Owner shall insure that the replication of the George E. Lawrence House is completed and a final occupancy permit or equivalent for the House shall be issued before occupancy being granted to the residential units forming the first phase of development. Should the replication of the George E. Lawrence House be less than 50% completed within the first phase of development, a bond equal to the full construction costs must be provided to the City.

3. Heritage Alteration Permit(s) Approval

A. Changes to the building, structure, or the exterior appearance of the House, 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 minor 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 House;
- (b) restorations considered by the City Architect to be consistent with the original design, being made to replace stylistically foreign elements and done in consultation with an independent conservation architect or qualified heritage consultant acceptable to the City; or
- (c) simple repair and maintenance of existing elements not affecting the building structure, exterior or interior appearance of the House.
- C. A heritage alteration permit shall be required for all but minor alterations including, but not limited to, the following:
 - (a) changes to the structure of the House;
 - (b) changes to the exterior appearance of the House;
 - (c) replacement of existing elements and/or construction of additions to the House;
 - (d) changes to the external appearance of the House 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 3.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.

4. Building Permit Approval

Construction, alterations or other actions to be authorized by a building permit shall be consistent with Section 3 of Part II, Part III and attachments to this Conservation Plan, the DL&A Plan, and heritage alteration permits sanctioning construction, alterations or other actions.

5. Conditions

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

PART III - RESTORATION STANDARDS AND SPECIFICATIONS

1. Foundation:

The George E. Lawrence House replica will be constructed on a new concrete foundation located at the southeast corner of the Lands. The new foundation shall be the same material (aggregate, colour, and strength) as the existing House's foundation. Note the building is to be a maximum .3m above grade. Refer to section 2.1.2 Foundation in the DL&A Plan.

2. Roof Structure, Cladding, Rainwater Disposal, and Chimneys:

The historic roof structure, including the roofline, angle, height, dormers, and closed soffits shall be replicated using materials to match original. Re-roof with cedar shingles to match the original roofing material. Install historically sympathetic replacement gutters and downspouts (install or paint a colour similar to siding). Connect new drains to storm water/perimeter drain system. Rebuild 2 new chimneys in red brick above roofline using historically accurate lime-based mortar colour. Refer to photographs and drawings for locations, dimensions and details (corbelling). Refer to sections 2.5.1 Roof Type, 2.5.2 Rainwater Disposal, and 2.5.3 Chimney in the DL&A Plan.

3. Building Envelope, Wood Detailing and Trims, Windows and Doors:

Measure and document the profile, dimensions, overlap, and exposed surface of the existing drop siding. Salvage siding samples to be used for replicating the existing drop siding. Remove siding in repairable condition and install on new House. Replace damaged siding to match existing in material, profile, and dimensions. Combed or textured lumber, vinyl siding, or fibre cement siding is not acceptable. Refer to sections 2.2 Walls and 2.2.1 Siding in the DL&A Plan.

Remove window, door, and decorative trim in repairable condition and install on the new House. Salvage examples of window and door trim for replication. Salvage where possible examples of cornerboards and bargeboards to be used for replicating severely damaged elements. Measure and document the existing profile, dimensions, and location. Replication of window trim, door trim, cornerboards, bargeboards and other decorative trim should match the existing trim in material, profile and dimensions. Install replica window trim, door trim, cornerboards, bargeboards and other decorative trim in same location as existing. Refer to sections 2.2.2 Window Trim, 2.2.3 Door Trim, 2.2.4 Decorative Trim in the DL&A Plan.

On the front entrance porch, salvage where possible wooden siding and tongue & groove boards. Measure and document the existing profiles, dimensions, and locations. Replication of siding and tongue & groove boards should match the existing in material, profile and dimensions. Install replica siding and boards in same locations as existing. Rebuild new front stairs in wood. Refer to sections 2.3.1 Front Entrance Porch and 2.3.3 Front Stairs in the DL&A Plan. Remove boards that currently cover windows, salvage and document sashes and frames where possible. Replicate the original window style and profiles, based on the remaining examples and photographs. Do not install vinyl or metal-clad windows as these systems are not sympathetic to the heritage character of the House. Install new sympathetic 2-over-2 wood sash windows matching original in terms of style, proportion and material. Refer to section 2.4.1 Windows in the DL&A Plan.

Replace all exterior wooden doors in kind to match historic character of House. Use new hardware that is suitable for the historic character of the House while meeting code requirements. Refer to section 2.4.2 Door in the DL&A Plan.

The following preliminary colour scheme is to be verified by a conservation architect or qualified heritage consultant acceptable to the City once paint sampling is complete:

- Siding: Oxford Ivory VC-1
- Trim and decorative elements: Comox Green VC-19
- Window Sash/Accent: Gloss Black VC-35
- Doors: Gloss Black VC-35

Refer to section 2.6 Paint Finish in the DL&A Plan.

4. Interior Condition:

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

5. New Construction:

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

The addition with shed roof at the rear was built at a later date than the original construction. A new addition shall be designed that accommodates new washrooms.

6. Landscaping, Fences, and Street Interface:

Landscaping along Fraser Highway shall be designed in a manner to allow the House to be visible from Fraser Highway. *Landscaping* in the vicinity of the House shall be planted and maintained as required in the development permit issued by Council for the Lands.

7. Accessory Buildings and Structures:

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

8. Plans and Elevations:

The plans and elevations attached as Appendix "A" form part of this Heritage Conservation Plan. These attachments depict the above described and additional details regarding the standards and specifications for replication or maintenance to be undertaken and completed pursuant to this Conservation Plan.

9. Other:

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

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

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'LAWRENCE COTTAGE' - PHASE II TOWNHOUSE PROJECT

18431 FRASER HYW, SURREY, B.C.

LIST OF DRAWINGS :

BA000 - TITLE SHEET

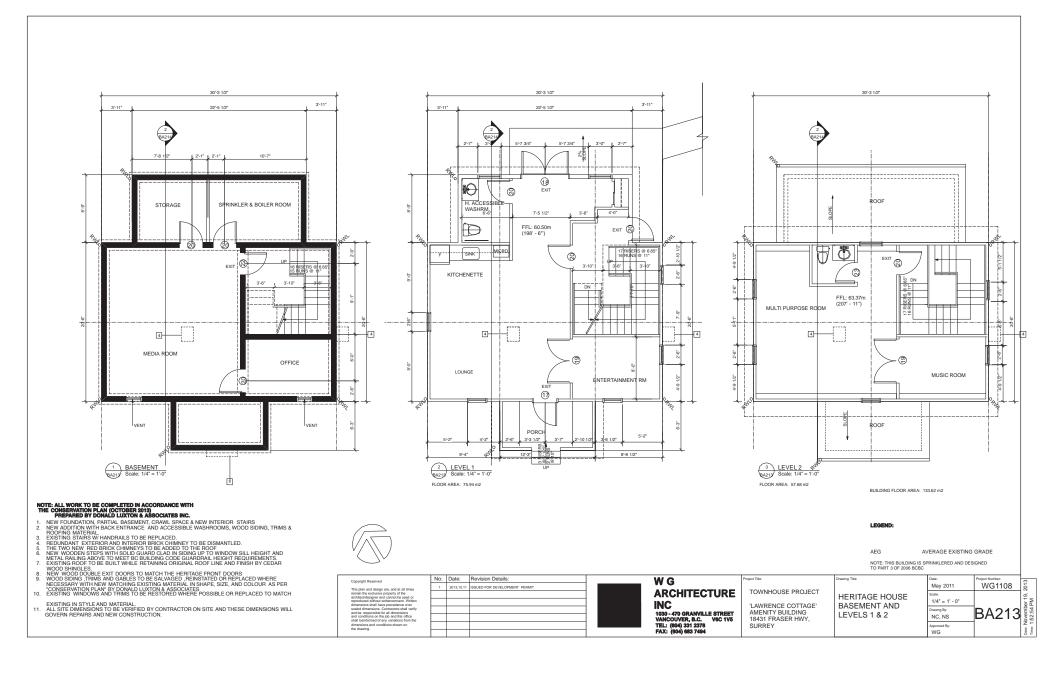
BA101 - SITE PLAN

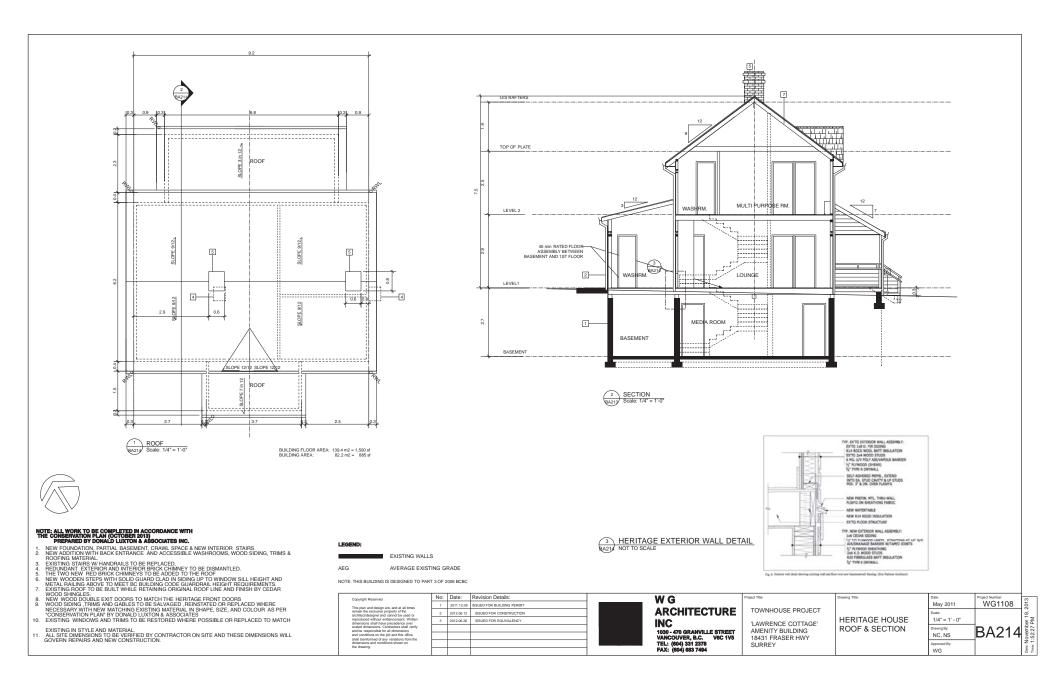
BA213 - HERITAGE HOUSE - LEVELS 1 & 2 BA214 - HERITAGE HOUSE - ROOF & SECTION

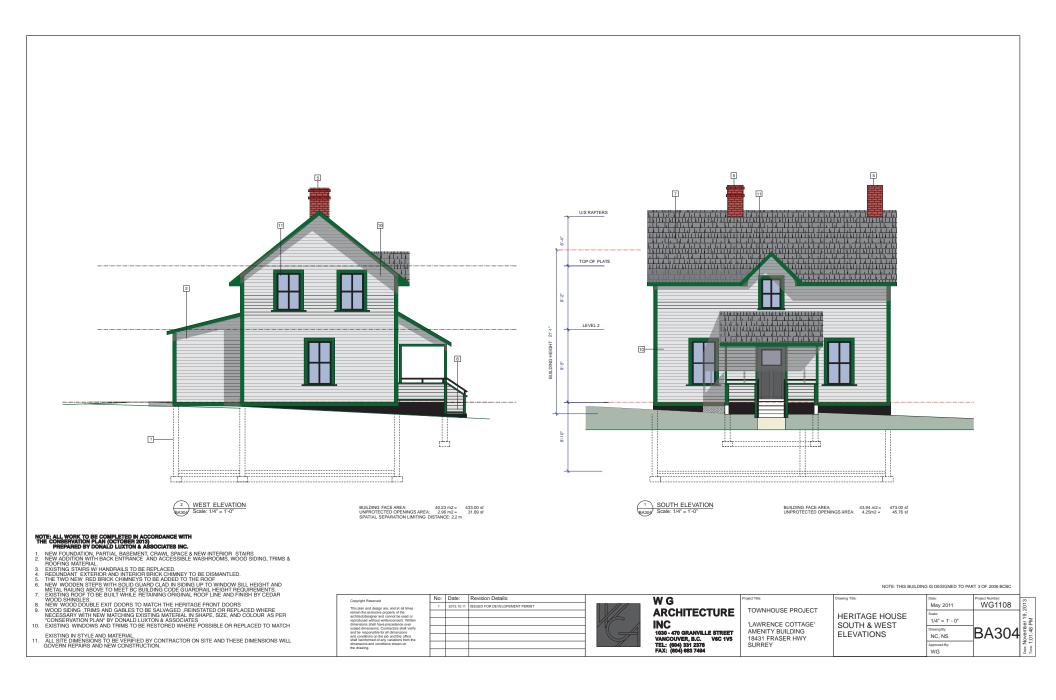
BA304 - HERITAGE HOUSE - SOUTH & WEST ELEVATIONS BA305 - HERITAGE HOUSE - NORTH & EAST ELEVATIONS

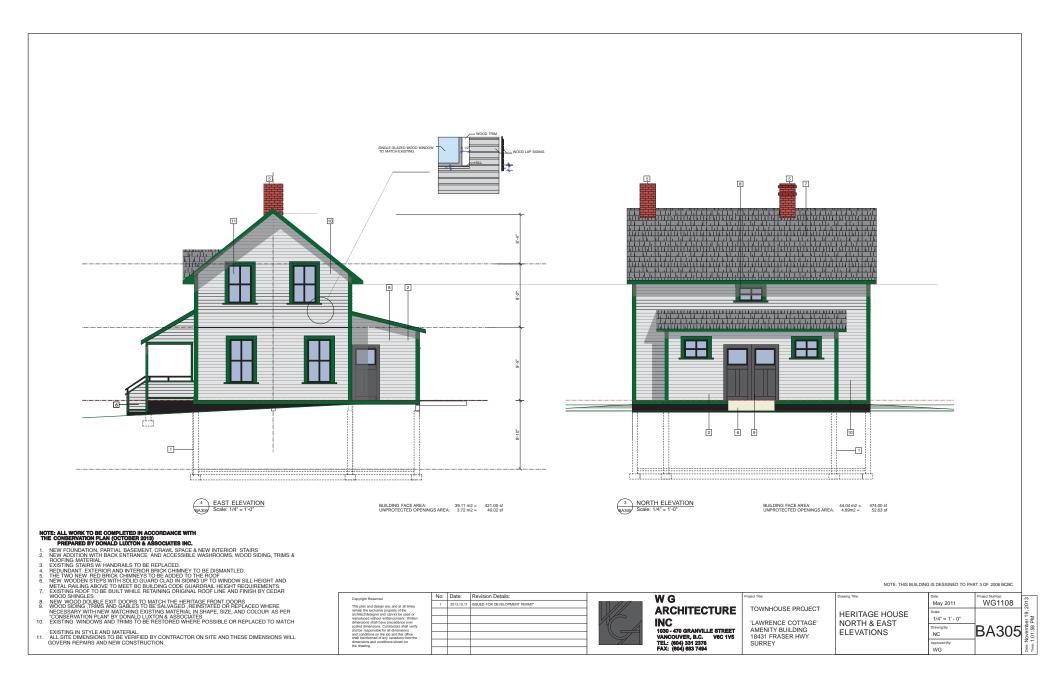
This plan and design are, and at all times remain the exclusive property of the	 Revision Details: Revisions to DP	WG		Project Title: TOWNHOUSE PROJECT	Drawing Title:	Date: March 2011	WG1108	13
architect/designer and cannot be used or reproduced without written consent. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify		ARCH INC	ITECTURE	'LAWRENCE COTTAGE'	TITLE PAGE	Scale: NTS		r 10, 20
and be responsible for all dimensions and conditions on the job and this office shall be informed of any variations from the		1030 - 470 0 VANCOUVE	GRANVILLE STREET ER, B.C. V6C 1V5	AMENITY BUILDING 18431 FRASER HWY		Drawn By: MJ, NS	BA000	Octobe 4:13:33
dimensions and conditions shown on the drawing.		TEL: (604) FAX: (604)	331 2378 683 7494	SURREY		Approved By: WG		Time











Schedule "B"

GEORGE LAWRENCE HOUSE CONSERVATION PLAN AMENDMENT BY DONALD LUXTON & ASSOCIATES INC., OCTOBER 2013

(The "DL&A Plan")

(Attachment beginning on the next page)

ONSERVATION PL AMENDME

GEORGE LAWRENCE HOUSE

OCTOBER 2013

prepared by: DONALD LUXTON ASSOCIATESinc.

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1.0 INTRODUCTION

SUBJECT PROPERTY: GEORGE LAWRENCE HOUSE 18431 FRASER HIGHWAY SURREY, BRITISH COLUMBIA

CONSTRUCTION DATE: 1908

ORIGINAL OWNER: George Lawrence

The George Lawrence House is a one and one-half storey wood frame house with a side-gable roof and cross-gable roof dormer. It is located at 18431 Fraser Highway in the historic Clayton neighbourhood of the City of Surrey. The George Lawrence house was constructed in 1908 as a modest single-family home for Mr. George Lawrence, who played an active role in the City of Surrey's politics, serving as City Councillor between 1905 and 1906. Like many early homesteads in Surrey, the Lawrence house utilizes solid construction of quality materials but features minimal ornamentation, illustrating the functionality of this residence.

Since its construction, the George Lawrence House has deteriorated, been damaged by fire, and has been subject to numerous acts of vandalism. In March 2009, MacDonald & Lawrence Timber Framing Ltd. performed an on-site inspection of the site for Donald Luxton & Associates. It was determined at that time that, although significantly damaged by vandalism, fire, and smoke, the George Lawrence House remains in fair structural condition and is a good candidate for conservation. Subsequent fires destroyed the historic structure to such extent that access to the inside of the house was deemed unsafe by WorkSafeBC. As a consequence, neither hazardous materials abatement nor structural preparations to relocate the house can be carried out.

The George Lawrence House is listed on the Surrey Heritage Registry, with noted architectural and historical significance. As part of the original Heritage Revitalization agreement, the George Lawrence House was to be relocated and restored to serve as the anchor for development of townhouses on the site and as the site's Amenity Building. Due to the unsafe condition the George Lawrence House cannot be relocated and the conservation strategy has to be changed from Restoration to Replica. This Conservation Plan outlines the requirements for the replication of character-defining elements of the George Lawrence House and its new construction at the southeast corner of the lot. Original exterior features that will be replicated include, but are not limited to, the form, scale and massing of the house, original roofline, cornerboards, trim and wooden drop siding; the original 2-over-2 double-hung windows and front entrance porch based on documentary evidence and surviving samples on site.

2.0 DESCRIPTION OF SITE

2.1 HISTORY OF THE BUILDING

Built during a boom period of development in Surrey, the George Lawrence House is a typical homestead. By the late 1800s, European families had settled much of the area, converting the land into large productive farms and homesteads. The George Lawrence House exemplifies this pioneer settlement and is a typical, modest residential structure for its time. A farmer himself, George Lawrence (1855-1940) arrived in Canada by way of his native Scotland in 1886 and settled in Surrey in 1888. The house located at 18431 Fraser Highway was built for George Lawrence's family in the neighbourhood of Clayton, which was located east of New Westminster and the Great Northern Railway tracks at the junction of Old Yale and Clover Valley roads. Though much of the land in what is now known as the City of Surrey was farmland, people like the Lawrences had few options when it came to selling their goods at local markets. At the time of the Lawrences arrival in Surrey there was no train or street car to connect people to markets or to other communities and, until 1891, people were forced to make the sometimes one or two day journey overnight by horse and cart along rough, dirt roads to make it to the New Westminster market by morning.

The New Westminster South Railway arrived in the area in 1891, which resulted in the expansion of existing neighbourhoods and the creation of new areas, fostering the development of permanent homesteads. George Lawrence was elected Councillor of Hall's Prairie in January of 1905, a position that he held until 1906. Following two years as Councillor, Lawrence decided to construct his homestead in the Clayton area. The Lawrence family, which consisted of George, his wife, and their three daughters and two sons, logged and cleared the land and by the time the house had been completed in 1908 the Great Northern Railway (GNR) had arrived in the Surrey area. The tracks of the GNR were constructed along the shores of Mud Bay and the railway became fully operational in 1909. Unfortunately, the arrival of the GNR resulted in the abandonment of the New Westminster South Railway and the GNR did not provide reliable or convenient service from the community of Clayton to the city of Vancouver. The arrival of the B.C. Electric Interurban Line in 1910 solidified Surrey as a thriving agricultural community in the Fraser Valley, finally connecting the farmers of neighbourhoods like Hall's Prairie, Clayton, and Hazelmere quickly and easily to different communities and markets, allowing not only faster travel, but also the ability to sell a greater variety of products like soft fruits and dairy.

At the height of development, the area of Clayton boasted a post office, a general store, a church, and a community hall; the general store would have been located very near to the George Lawrence House but it burned down in the 1920s. The Clayton boom period lasted only until around 1910, and despite the success of the B.C. Interurban Line, the area began to decline in activity and population. The GNR had established White Rock as the more substantial urban community, though the GNR railway was abandoned too, in 1917. George Lawrence and his family continued to live and farm in the Clayton area however, and by the 1920s George Lawrence began to subdivide the land occupied by his 1908 homestead, selling many of the parcels to soldiers returning home from World War One. Despite his foray into politics, George Lawrence was best known in the area as a pioneer rancher and farmer, which was the career listed on his death certificate when he died in what is now known as the George Lawrence House on November 19, 1940 at the age of 85.

2.2 DESCRIPTION OF EXTERIOR

Situated along the Fraser Highway in the City of Surrey, the George Lawrence House is a one and one-half storey wood frame structure with wooden drop siding and a side-gable roof. This historic dwelling is characterized by its cross-gable dormer, closed soffits, whalebone bargeboards, and front porch with shed roof. Initially constructed with two interior red-brick chimneys, these chimneys were removed and replaced with a later concrete block chimney on the south elevation. Additional alterations to the house are minimal and include an enclosed addition at the rear with a shed roof. The house retained its character-defining elements until it suffered significant damage from fire and vandalism. At present the roof and gables are severely damaged, the surviving windows and doors are boarded over and ongoing deterioration of historic fabric due to water ingress and weathering is evident.

3.0 STATEMENT OF SIGNIFICANCE

3.1 DESCRIPTION OF HISTORIC PLACE

The George Lawrence House, 18431 Fraser Highway, is a modest one and one-half storey wood-frame vernacular residence. The house features a side-gable roof with a cross-gable roof dormer, wooden drop siding and whalebone bargeboards. It is situated in the historic Clayton area in the city of Surrey.

3.2 HERITAGE VALUE OF HISTORIC PLACE

Built in 1908, the George Lawrence House is significant as a good example of an early homestead in the Clayton neighbourhood of the city of Surrey, British Columbia, with modest vernacular features. The typology of the George Lawrence House has value as a tangible reminder of Surrey's agricultural roots.

The George Lawrence House has historical value as one of the few extant buildings of its type in Surrey and for its association with the farming and ranching practices of the late 1800s and early 1900s, which were fuelled by the agricultural dependent economy of the Fraser Valley. After the New Westminster South Railway laid track in the Surrey area in 1891, development increased as more families arrived from Europe and Western Canada to settle in the lowland area. The arrival of the Great Northern Railway in 1909 established the area as a successful rural community, a reputation that was furthered still by the creation of the B.C. Electric Interurban Line in 1910. The George Lawrence House was built in 1908 at the height of the development boom in the Clayton area, and quality materials, good craftsmanship, and minimal architectural embellishment characterize its construction. The George Lawrence house is typical of the farmhouses of the era, of which few remain in Surrey.

The 1908 George Lawrence House is also significant for its association with Surrey pioneer and farmer, George Lawrence (1855-1940). Born in Scotland in 1855, George Lawrence travelled to Canada in 1886 and made his way to British Columbia, settling in Surrey in 1888. After farming the land for a few years, Lawrence ventured into politics and was elected Councillor of Hall's Prairie in 1905 through to 1906. In 1907 the Lawrence family logged and cleared a large parcel of land along Yale Road, and in 1908 they constructed their homestead. George Lawrence was an influential and well-known man in the early days of the development of Surrey, ranching, farming, and growing fruit on his land. In the 1920s George Lawrence began subdividing the land on which is homestead was located, selling the sections off to soldiers returning home from the First World War. Lawrence died in the 18431 Fraser Highway house on November 19, 1940, only eight days after his 85th birthday. The house remains as a reminder of his contribution to the importance of agriculture in the history of the city of Surrey.

3.3 CHARACTER DEFINING ELEMENTS

Key elements that define the heritage character of the George Lawrence House include its:

- location on the original parcel of land along what is now the Fraser Highway
- rural residential form, scale, and massing as expressed by its one and one-half storey height, medium pitched side-gable roof with cross-gable dormer at the front, and entrance porch with shed roof at the front entrance;
- wood-frame construction with wooden drop-siding and cornerboards;
- Vernacular farmhouse influences such as its: simple square plan, whalebone bargeboards, and closed soffits
- original window openings and wooden window frames

4.1 Designation

The house is registered on Surrey's Heritage Register. It is part of a Heritage Revitalization Agreement with the City of Surrey.

4.2 Conservation Strategy

Due to the significant damage to the historic George Lawrence House, WorkSafeBC prohibits access to the inside of the house. In consequence, abatement cannot be carried out and the structure cannot be stabilized and prepared for relocation. Therefore the original conservation strategy to move and restore the historic house at its new location had to be revised.

The new conservation intent is for the controlled deconstruction of the remains of the historic house and to build a replica based on photographic documents and samples.

- The character-defining elements should be reconstructed to match the original as close as possible in their materials, style, dimensions, profiles and other detailing.
- Replace historic building materials on the exterior elevations in kind. The following materials are not acceptable on the exterior elevations: Fibre cement, aluminum-clad or metal windows, PVC, combed lumber for replacement trim.
- Existing materials on the exterior elevations that are in repairable condition should be carefully removed, documented, restored, and installed on the new construction.
- For materials that require replacement measure and document the existing profiles, dimensions, and location. Take samples that are to be used for new construction.
- All site dimensions are to be verified by the contractor and will govern repairs and new construction.
- All work to comply with WorkSafeBC regulations.

	Building Element	Materials & Description	Condition	Conservation Strategy	Photo / Drawing Reference	Recommendations / Comments
1.0	GENERAL					
1.1	PROPERTY NAME/ADDRESS	18431 Fraser Highway, Surrey, BC				
1.2	PURPOSE	 To provide a conservation plan for the replication of the historic house at this new location. 		Replica		Replica to closely match existing in material, profile, and dimensions while complying with applicable code. Restore exterior building elements in repairable condition. Salvage samples to be used for replicating severely damaged elements.
1.2	BUILDING DESCRIPTION - EXTERIOR	 One and one-half storey house with: side-gable roof, cross-gable dormer at the front, and front entrance porch with shed roof. Vernacular farmhouse with closed soffits and whalebone bargeboards. Wood-frame construction with wooden drop siding and cornerboards. Vernacular farmhouse influences such as: simple square plan, elongated by an early rear addition. Original wooden window frames. 	 House is severely damaged by fire and smoke; fire damage is concentrated at the rear of the house (see fire assessment for more details). The original window panes have been lost; all but two of the jambs and sashes are in salvageable condition. Evidence of vandalism and graffiti present on all elevations; chainsaw damage from human intrusion is present at the front entrance; damage to wooden drop siding on the east elevation near chimney where an attempt to enter forcefully has been made. Addition with shed roof at the rear was built at a later date than the original construction. 		Photos 1-3, 10-11	
1.3	BUILDING DESCRIPTION - INTERIOR	• N/A	• N/A	N/A		
1.4	SITE DESCRIPTION	 Minimal setback from north side of the street. 				
1.5	SOS	• YES				
1.6	CHARACTER DEFINING ELEMENTS	See 3.0 Statement of Significance				
1.7	HERITAGE DESIGNATION	 On Heritage Register; Council Resolution March 16, 1998 Heritage Revitalization Agreement February 1, 2012 				
1.8	DATE OF CONSTRUCTION	• 1908				
1.9	ORIGINAL/SIGNIFICA NT OWNERS	George E. Lawrence (1855-1940) and Annie Lawrence (nee Mackie)				
1.10	ARCHITECT/BUILDER	• Unknown				
1.11	CONSERVATION	Exterior: Replica				
1.12	SOURCES	 BC Archives – Vital Events City of Surrey, Heritage Planning Files 				
1.13	CODE/REGULATIONS	Applicable BC Building Code WorkSafeBC OHS Regulation				

	Building Element	Materials & Description	Condition	Conservation Strategy	Photo / Drawing Reference	Recommendations / Comments
2.0	EXTERIOR CONSERVATION RECOMMENDATIONS					
2.1	FOUNDATION					
	1 CONDAMION					
2.1.1	Ground Floor Slab	Concrete slab	 No major cracking or spalling was observed. 	House will be replicated; new concrete slab.	Drawings BA101 (site plan), BA213	New concrete slab is poured at new location.
2.1.2	Foundation	Concrete foundation		It is the intention to replicate the house at the southeast corner of the lot. Note the building is to be a maximum .3m above grade.	Drawings BA101 (site plan), BA213	New concrete foundation is poured.
2.2	EXTERIOR WALLS					
2.2	EATERIOR WALLS					
2.2.1	Siding	Wooden drop siding	 Wooden drop siding is in poor condition or missing for the most part due to fire damage and on-going weathering. Some siding survived and can possibly be salvaged. Graffitti was present on all elevations and is now overpainted. Human intrusion occurred at the front (west elevation) and on the east elevation. Fungal decay is present. Overgrowing vegetation that held water up against the siding caused moisture damage until vegetation was cleared. 	Replica Restore where possible	Photo 12; Drawings BA304, BA305	 Measure and document the existing profile, dimensions, overlap, and exposed surface. Salvage siding samples to be used for replicating the existing drop siding. Remove siding in repairable condition and install on new house. Replace damaged siding to match existing in material, profile and dimensions. Combed lumber or textured fibre cement siding is not acceptable. For paint recommendations, refer to section 2.6.
2.2.2	Window Trim	Original wooden trim and shallow sill at base.	 Original wooden trim in poor condition or missing. Window openings are boarded up and extent of damage cannot be determined. 	Replica Restore where possible	Photo 13; Drawings BA304, BA305	 Remove trim in repairable condition and install on the new house. Salvage examples of window trim for replication. Measure and document the existing profile, dimensions, and location. Replication of trim should match the existing trim in material, profile and dimensions. Install replica window trim in same location as existing.
2.2.3	Door Trim	 Original door trim; simple with no additional design details. 	Door trim appears to be in fair/poor condition.	Replica Restore where possible	Drawings BA304, BA305	 Remove trim in repairable condition and install on the new house. Salvage examples of door trim that requires replacement. Measure and document the existing profile, dimensions, and location. Replication of trim should match the existing trim in material, profile and dimensions. Install replica door trim in same location as existing.

	Building Element	Materials & Description	Condition	Conservation Strategy	Photo / Drawing Reference	Recommendations / Comments
	Building Element	שמנפוומוס מ שפטנווטנוו	Condition	I	1	
2.2.4	Decorative Trim	 Typical of vernacular farmhouses the house features whalebone bargeboards and cornerboards. 	 Cornerboards are in poor condition or missing. Whalebone bargeboards are in poor condition or missing. 	Replica	Photos 14, 15; Drawings BA304, BA305	 Remove decorative trim in repairable condition and install on the new house. Salvage where possible examples of cornerboards and bargeboards to be used for replicating severely damaged elements. Measure and document the existing profile, dimensions, and location. Replication of cornerboard and bargeboard and other decorrative trim should match the existing in material, profile and dimensions. Install replica cornerboard and bargeboard in same locations as existing.
2.3	FRONT RODOU					
2.3	FRONT PORCH/ REAR VERANDAH					
2.3.1	Front Entrance Porch	 Front entrance porch with shed roof. The porch is a major visual feature of this otherwise simple building form. Balustrade with wooden drop siding. Tongue & groove decking. Tongue & groove soffit laid parallel to the wall. The front porch house features square porch columns. 	 All elements are poor condition or missing; extensive fire damage; over-painted graffiti and evidence of human intrusion. 	Replica	Photo 17; Drawings BA213, BA214, BA304, BA305	 Salvage where possible wooden siding and tongue & groove boards. Measure and document the existing profiles, dimensions, and locations. Replication of siding and tongue & groove boards should match the existing in material, profile and dimensions. Install replica siding and boards in same locations as existing.
2.3.2	Rear Verandah	 Rear enclosed addition has been added in the past, but has not heritage value. 	The later rear addition was in very poor condition and had to be removed.	Rehabilitation	Photos 9, 11; Drawings BA213, BA214, BA304, BA305	 A new addition will be designed that accommodates the new interior staircase.
2.3.3	Front Stairs	 Historically wooden front stairs would have been extant. 	Stairs were removed in the past.	Rehabilitation	Drawings BA213, BA214, BA304, BA305	Rebuild new stairs in wood.
2.4	FENESTRATION					
2.4.1	Windows	 Regular fenestration with existing single-pane windows consisting of 2-over-2 double-hung wooden sash windows. Most of the windows are original. 	 Original windows are currently boarded up. Condition of wooden frames and sashes could not be reviewed. 	Replica Restore where possible	Photo 13; Drawings BA304, BA305	 Remove boards, salvage and document sashes and frames where possible. Replicate the original window style and profiles, based on the remaining examples and photographs. Do not install vinyl or metal-clad windows as these systems are not sympathetic to the heritage character of the house. Install new sympathetic 2-over-2 sash windows matching original in terms of style, proportion and material.
2.4.2	Door	No original doors are intact.		Rehabilitation	Drawings BA304, BA305	 Replace all exterior wooden doors in kind. Use new hardware that is suitable for the historic character of the house while meeting code requirements.
2.5	ROOFING					
2.5.1	Roof Type	 Side-gable roof with cross -gable dormer and closed soffits. The cross- gable dormer is one of the few architectural features of the house. Duroid replaced the original cedar shingle roofing. 	 Significant fire damage to the existing roof. Closed soffits are damaged, leaking and rotten in many locations. 	Replica	Photos 1-5, 16; Drawings BA213, BA214, BA304, BA305	 Replicate the historic roof structure including roofline, angle, height, dormers, closed soffits. Re-roof with cedar shingles to match the original roofing material.

				Conservation	Photo / Drawing	
	Building Element	Materials & Description	Condition	Strategy	Reference	Recommendations / Comments
				•	•	
2.5.2	Rainwater Disposal	Downspouts and gutters are not original.	Gutters and downspouts were damaged during fire and removed.	Rehabilitation		 Install historically sympathetic replacement gutters and downspouts. Installing or painting a colour similar to siding. Connect new drains to storm water/perimeter drain system.
2.5.3	Chimney	 A new exterior concrete block chimney on the south elevation was added. 	 2 original brick chimneys were removed. Concrete block chimney is not a heritage feature and does not have to be replicated. 	Replica	Photos 13-15; Drawings BA213, BA214, BA304, BA305	 Rebuild 2 new chimneys in red brick above roofline using historically accurate lime-based mortar colour. Refer to photographs for locations, dimensions and details (corbelling).
	ADDITIONAL ELEMENTS					
2.6	PAINT FINISH	Existing.	 Painted exterior elements are either destroyed or fire- damaged. Paint on surviving elements is generally cracking, chipped, fading. Few locations with existing paint can be used for sampling. A historic paint analysis will be carried out to finalize the exterior colour scheme. 	Replication		Paint with recommended colour scheme below.
		Preliminary Colour Scheme	 The following colour scheme is preliminary and has to be verified with paint sampling. Benjamin Moore <i>Historical True Colours</i>. 			Preliminary Colour Scheme: • Siding: Oxford Ivory VC-1 • Trim and decorative elements: Comox Green VC-19 • Window Sash/Accent: Gloss Black VC-35 • Doors: Gloss Black VC-35

APPENDIX A: RESEARCH SOURCES

CIVIC ADDRESS: 18431 Fraser Highway, Surrey

- **OTHER ADDRESS:** Also appears as 18694 Fraser Highway, Surrey **SOURCE:** City of Surrey Archives
- HISTORIC NAME: The George Lawrence House SOURCE: Surrey Heritage Registry, Directories, City of Surrey Archives

COMMON NAME: The George Lawrence House **SOURCE:** Surrey Heritage Registry, Henderson's Directories, City of Surrey Archives

ORIGINAL OWNER: George Lawrence

SOURCE: Surrey Heritage Registry, Henderson's Directories, City of Surrey Archives

CONSTRUCTION DATE: 1908

SOURCE: Surrey Heritage Registry, Henderson's Directories, City of Surrey Archives

REFERENCES:

• City of Surrey Title Search:

-18694 Fraser Highway: 24/488/10843F – George E. Lawrence, May 17, 1907 – October I, 1923 #3670, October 16, 1912

-18694 Fraser Highway: 52573E – George Lawrence, October 1, 1923 – October 4, 1923

-18694 Fraser Highway: 52617E – George Lawrence, October 4, 1923 – June 17, 1935

- January 17, 1905. "Elections Throughout District on Saturday". The Columbian Weekly Edition: New Westminster B.C., VOL. XLIX
- November 20, 1940. "G. Lawrence, Pioneer Rancher, Passes Away". The Surrey Leader, VOL. XXXIV
- October 10, 1979. "Early pioneer days in Clayton district". The Surrey Leader.
- Macdonald & Lawrence Timber Framing Ltd. March 2009. Inspection Report George E. Lawrence House 18431 Fraser Highway, Surrey, B.C. Prepared for Donald Luxton & Associates.
- Surrey Map, 1910; City of Surrey Archives
- Surrey Map, 1923; City of Surrey Archives
- Vital Event: Reg. Number: 1940-09-580818; George Lawrence

PHOTOGRAPHS:

• CL III (I – 6), 18694 Fraser Highway, Surrey, B.C.; City of Surrey Archives

APPENDIX B: PHOTOS



Photo I: Archival Photo courtesy Surrey Archives CSA-CL III(2).



Photo 2: Archival Photo courtesy Surrey Archives CSA-CL III(I) Note original 2-over-2 double-hung windows.



Photo 3: George Lawrence House, Surrey Heritage Registry (no date). Interior brick chimneys removed and house re-roofed.



Photo 4: Front Elevation (south) showing cross gable dormer; entrance porch with shed roof; whalebone bargeboards; closed soffits and corner boards, 2009.



Photo 5: Rear Elevation (north) showing extensive fire damage; and enclosed shed roof addition, 2009.



Photo 6: East Elevation showing chimney (replaced), 2009.



Photo: 7: West Elevation, 2009.



Photo 8: West Elevation, fire damage in 2010.



Photo 9: View from north-east, fire damage in 2010.



Photo 10: View of front façade with tarp over damaged roof, 2013 (photo: WG Architecture).



Photo 11: View from southeast with later rear addition removed, 2013 (photo: WG Architecture).



Photo 12: Wooden drop siding, 2012.



Photo 13: Typical 2-over-2 double-hung wood sash window with trim and sill, 2012.



Photo 14: Bargeboard, closed soffit and cornerboard, 2012.



Photo 15: Cornerboard detail, 2011.



Photo 16: Front gable detail, 2011.



Photo 17: Front entrance porch, 2011.