

CITY OF SURREY

BY-LAW NO. 16072

A by-law to enter into a heritage revitalization agreement
.....

WHEREAS:

- A. The Council may by by-law pursuant to Part 27 of the Local Government Act, R.S.B.C. 1996, c. 323, as may be amended from time to time, enter into a heritage revitalization agreement with the owner of heritage property;

- B. The Council considers that certain lands and premises have heritage value and heritage character and ought to be conserved, which are situate within the City and described as:

Portion of Parcel Identifier: 014-665-204
Parcel A (Reference Plan 1319) Except part on SRW Plan 32554 Block C
Section 20 Block 5 North Range 2 West New Westminster District

Portion of 12469 104 Avenue

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

Parcel Identifier: _____
Lot 9, Block C Section 20 Block 5 North Range West New Westminister
District Plan _____

_____ - 104 Avenue

(hereinafter referred to as 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 to enter into that certain heritage revitalization agreement, including Schedule "A" attached thereto, appended to this By-law as Schedule "1" (the "Heritage Revitalization Agreement") in respect of the *Lands*.
2. The Mayor and the City Clerk are authorized on behalf of the City to sign the Heritage Revitalization Agreement and to register a notice on the title of the *Lands*.
3. Schedule "1" forms a part of this By-law.
4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2006, No. 16072."

READ A FIRST AND SECOND TIME on the 24th day of July, 2006.

PUBLIC HEARING HELD thereon on the 11th day of September, 2006.

READ A THIRD TIME ON THE 16th day of October, 2006 .

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

_____ MAYOR

_____ CLERK

SCHEDULE "1"

[To City of Surrey Heritage Revitalization Agreement By-law, 2006, No. 16072]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ___th day of _____, 200_

BETWEEN:

338 CONSTRUCTION LTD., INC. NO. 698558
2450 East 51 Avenue
Vancouver, BC V5S 1P8

JPSH ENTERPRISES INC., INC. NO. 712536
2830 Douglas Road
Burnaby, BC V5C 5B7

(the "Owner")

OF THE FIRST PART

AND:

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

(the "City")

OF THE SECOND PART

WHEREAS:

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

Parcel Identifier: 014-665-204
Parcel A (Reference Plan 1319) Except part on SRW Plan 32554
Block C Section 20 Block 5 North Range West New Westminster District

12469 - 104 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 has been issued, as follows:

Parcel Identifier: _____
Lot 9, Block C Section 20 Block 5 North Range West New Westminster
District Plan _____

_____ (civic address)

(the "Lands");

- B. The Owner and the City consider that the Lands have heritage value and heritage character;
- C. The Owner and the City desire to conserve the heritage value and heritage character of the Lands;
- D. For the purpose of conservation of the heritage value and heritage character of the Lands, the Owner and the City have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the heritage value and heritage character of the Lands;
- E. The Owner has agreed to the terms for compensating the City for the loss in heritage value in the event the heritage improvements or features on the Lands are moved or destroyed;
- F. The improvements or features on the Lands which have heritage value and heritage character which both the Owner and City desire to conserve have been described by text, photographs, plans and drawings attached as Schedule "A" to this Agreement (the "Conservation Plan");
- G. The improvements or features identified on the Conservation Plan as the South Westminster School are listed on the Surrey Heritage Register.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises of the parties hereto and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties) the Owner and the City covenant and agree with one another pursuant to Section 966 of the 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:

Conservation Plan

- 1. (a) The Conservation Plan forms a part of this Agreement. To the extent that the text, photographs, plans and drawings constituting the Conservation Plan require interpretation, the City shall be, in the first instance, the interpreter of the Conservation Plan and shall determine the matter. If the Owner is dissatisfied with the City's interpretation, then Section 15 of this Agreement shall apply.

- (b) Part I of the Conservation Plan identifies, details and describes the character, extent and nature of the improvements and features on the Lands that have heritage value and heritage character. Part II of the Conservation Plan sets out the maintenance strategy, general standards and exemptions for the conservation and maintenance of all improvements and features on the Lands that have heritage value and heritage character. Part III of the Conservation Plan sets out the standards and specifications for preservation, rehabilitation, restoration, modification, replication, relocation, repair, or maintenance to be undertaken and completed pursuant to this Agreement including, but not limited to, the foundation, roof structure, roof cladding, building envelope, wood detailing and trims, interior features, site features and landscaping.

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

- 2. The Owner covenants and agrees to the following:
 - (a) No improvements or features on the Lands identified in the Conservation Plan as having heritage value or heritage character shall be altered including alterations required or authorized by this Agreement, except as agreed to by the City.
 - (b) Each action of relocation, restoration, rehabilitation, replication, repair, replacement or maintenance required by Parts I, II and III of the Conservation Plan shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out in the Conservation Plan.
 - (c) All improvements identified in Parts I and II of the Conservation Plan on the Lands as having heritage value and heritage character shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the Conservation Plan.
 - (d) In the event the South Westminster School is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the South Westminster School 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 South Westminster School. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration of the South Westminster School shall reflect the character-defining elements and design components including, but not limited to: the simple massing with two shingled gables facing 104th Avenue; the front porch; exterior wood cladding; wood windows; style and trim; the relationship of the school to the street, to the site, and to natural grade; and cedar shingle roofing, and may introduce more

authentic material finishes including, but not limited to, replacing metal with wood windows in the original proportions and locations as seen in historical photographs, cedar shake roofing materials and other changes that are specific to the period of construction or the architectural style simple two-storey volume with pitched roof, subject to the approval by the City Architect and Heritage Advisory Commission.

- (e) In the event the South Westminster School is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the South Westminster School. The appearance of the replica when viewed from 104 Avenue shall be an exact replica of the existing front façade of the building and to the extent necessary of the east and west elevations. The building may be extended further to the rear and have a basement included provided the design is compatible. The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to construct the replica of the South Westminster School. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. If the design is not an exact replica, the massing and the style shall be similar to the original building, and a heritage alteration permit shall be required before a building permit can be issued for reconstruction to take place. The construction of the replica or the replacement of the South Westminster School shall reflect the character-defining elements and design components including, but not limited to: the simple massing with two shingled gables facing 104th Avenue; , the front porch; exterior wood cladding; wood windows; style and trim; the relationship of the school to the street, to the site, and to natural grade; and cedar shingle roofing, and may introduce more authentic material finishes including, but not limited to, replacing metal with wood windows in the original proportions and locations as seen in historical photographs, cedar shake roofing materials and other changes that are specific to the period of construction or the architectural style simple two-storey volume with pitched roof, subject to the approval by the City Architect and Heritage Advisory Commission.
- (f) In the event that the South Westminster School is destroyed, in addition to the construction of a replica, the Owner covenants and agrees to compensate the City for the loss in heritage value to the community in the amount of \$50,000.
- (g) If the South Westminster School becomes vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the building and site including but not limited to, on-site security, monitored security alarm system, perimeter fencing and lighting, and boarding of windows and doors. The Owner of the Lands agrees to advise the City of any periods during which the

South Westminster School will be vacant for 30 days or more, provide in writing a 24-hour emergency contact number and confirm the security measures are in place. If the Owner fails to secure the South Westminster School, the City may and is authorized to undertake the necessary works to secure the South Westminster School, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the lands, and any authorized agent of the City may enter the Lands with reasonable notice for the purpose of undertaking the necessary works to secure the South Westminster School and to conduct an inspection to determine that the security measures continue to be in place.

- (h) The Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions, as are necessary to ensure that the restrictions and requirements set out in Parts II and III of the Conservation Plan are fully observed, and the Owner shall not do, cause or allow to be done anything that would be in breach of the restrictions and requirements of this Agreement.
- (i) Where required by the City in a heritage alteration permit, the Owner shall provide security to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan.

Variation to By-laws

- 3. Pursuant to Section 966(2) (b) of the Local Government Act, the following by-laws or permits of the City are varied and supplemented in their application to the Lands in the manner and to the extent provided as follows:
 - (a) Surrey Zoning By-law, 1993, No. 12000, as amended, is varied or supplemented with respect to the Lands as set out in Section 1 in Schedule "B" which is incorporated into and forms part of this Agreement as it relates to the Lands.

Construction and Maintenance

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

No Liability to City

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

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

Reasonable Care and Risk

6. The Owner shall at all times, in complying with the restrictions or requirements of this Agreement, take reasonable care not to injure any person or cause or allow damage to any property, and shall take reasonable care not to cause, suffer, permit or allow any condition to exist that might reasonably lead to, cause or result in injury to any person or property including persons and property on lands adjacent to the Lands. It shall be the sole responsibility of the Owner to comply and maintain compliance with the restrictions and requirements in a safe manner, and without reasonably foreseeable risk to 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 under this Agreement, the Owner perceives or becomes aware of any unreasonable risk of injury to persons or damage to property or other potential loss that cannot be reasonably avoided, alleviated, reduced or eliminated except by measures that would be a breach of the restrictions or requirements of this Agreement, the Owner shall notify the City in writing of the nature and extent of the risk and of the measures proposed by the Owner to be undertaken at its sole cost to reduce, alleviate, avoid or eliminate the risk. Risk shall remain with the Owner.

Indemnity

8. The Owner shall at all times indemnify and save harmless the City 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 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 shall be without prejudice to any and all other remedies at law and equity available to the City, and no reference in this Agreement to, or exercise of any specific right or remedy by the City, shall preclude the City from exercising any other right or remedy.

Damages

10. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully relocate, restore, rehabilitate, replace, repair or maintain the building, structure, improvements on or features of the Lands having *heritage value* and *heritage character* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the restrictions and requirements, and the nature and extent of any relocation, restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy a breach shall be determined by the City by reference to the Conservation Plan, and Sections 2 and 3 of this Agreement.

No Waiver

11. No restrictions, requirements or other provisions in this Agreement shall be deemed to have been waived by the City unless a written waiver authorized by resolution of the Council and signed by an officer of the City has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the City on previous occasions of any default nor any previous written waiver shall be taken to operate as a waiver by the City of any subsequent default or in any way to defeat or affect the rights or remedies to the City.

Statutory Authority and Proprietary Rights

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

Compliance with Laws

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

Notice

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

If to the Owner:

Attention: Mr. Andy Aadmi
2450 East 51 Avenue
Vancouver, BC V5S 1P6

If to the City:

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

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

Arbitration

15. The Owner, if dissatisfied with the City's interpretation of the Conservation Plan and any determination pursuant to Section 1(a) of this Agreement, may require that the matter be decided and determined by binding arbitration as follows:
- (a) the Owner must, within thirty (30) days of any exercise of discretion by the City, give notice to the City of its intention to dispute and the notice shall name a member in good standing of the Architectural Institute of British Columbia who has agreed to act as an arbitrator;
 - (b) the City shall within thirty (30) days of receipt of the notice either accept the Owner's arbitrator, or name another with the same qualifications willing to act, and shall give notice of its choice to the Owner;
 - (c) where each of the Owner and the City have named an arbitrator, the two arbitrators shall within thirty (30) days of the City's notice pursuant to Section 15(b) appoint a third arbitrator having the same qualifications and the three arbitrators shall decide the dispute;
 - (d) where the City accepts the arbitrator first selected by the Owner, that arbitrator shall act as a single arbitrator and forthwith decide the dispute; and
 - (e) any arbitrator's decision in respect of the exercise of discretion by the City shall be final, conclusive and binding on all parties.
16. Without limiting the City's power of inspection conferred by statute and in addition to that power, the City shall be entitled at all reasonable times and with reasonable notice to enter onto the Lands from time to time for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner, and wherever possible, when an inspection of the lands is undertaken, the City shall provide reasonable notice to the Owner.

Headings

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

Schedules

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

Number and Gender

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

Interpretation

20. Terms used in this Agreement that are 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.

338 CONSTRUCTION LTD

by its authorized signatories

Name

Print Name

JPSH ENTERPRISES INC.

by its authorized signatories

Name

Print Name

CITY OF SURREY

Dianne L. Watts
Mayor

Margaret Jones
City Clerk

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SCHEDULE "A"

CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. HISTORY OF LAND OWNERSHIP

A two acre parcel of land for what was to accommodate South Westminster School was transferred to the Board of the School Trustees (Municipality of Surrey) in May 1913. The land formed part of a larger 22 ½ parcel previously owned by Thomas Biggar, who acquired the land from Issac Birch Fisher in 1905. Fisher became the owner of this land in 1889. It was part of the Section 20 in Range 2 West that was owned by Joseph S. Knevet and William C. Ward. These individuals became the owners in 1879 from the holder of the original Crown Grant to Ebineezer Brown, in 1864. Brown was a liquor merchant in New Westminster and one of the original pre-emptors of lands in Surrey. Brown's Landing (Brownsville) was named after him.

2. HISTORY OF SOUTH WESTMINSTER SCHOOL

South Westminster is the historic community on the south shore and across the Fraser River from New Westminster. A number of trails, including Yale Road (1875) and Semiahmoo Trail (1872), crossed the area and converged on Brown's Landing or Brownsville where ferry service was provided across the Fraser River. Residences and farms were built in the area, spurred on in part by the construction rail lines, including the New Westminster and Southern (1891), Great Northern (1909), B.C. Electric (1910) and Canadian National (1914).



Early photo with one of the Annex building visible in the background © Surrey Archives



2006
© City of Surrey

The land for the school was purchased in 1913. The 2-acre site is located on the northwest corner of 104 Avenue (Hjorth Road) and 125 Street (School Road). It is located immediately to the east of the former B. C. Electric Rail right-of-way, once used for interurban passenger service between Vancouver, Surrey and east into the Fraser Valley. The school commands a view to the west towards New Westminster and is a historic landmark along 104 Avenue.

To accommodate the growth in the student population in the area, South Westminster School was built in 1914. The School District advised that construction plans for the school show a two level school, with two classrooms on the main level and a basement designed to have two play areas, possibly used as classrooms, washrooms and a furnace room. This design is typical of schools built in British Columbia from about 1901. South Westminster School is one of the only schools retained in Surrey with this design. It has the distinction of being one of the few heritage buildings in the City that has not been significantly altered, added to or moved since its construction.



© Photograph of class in the 1930s at the front door of South Westminster School supplied by Mr. Al Cleaver.

To keep up with increasing numbers of pupils, there were two Annex buildings built to the east of the school.

Construction on the site is referred to in School Board meeting minutes in 1920 – 1922. The remaining concrete stairs lead to the rear entrances of these buildings. These buildings appear to have been removed sometime between 1954 and 1961.



Photograph of one of the Annex buildings
© Surrey Archives

Over the years, South Westminster has increasingly become associated with the Fraser River port activities and associated industrial land uses. Due to declining enrollment, the school was closed at the end of the 1981 – 1982 school year. It was used intermittently for other uses such as a Learning Centre, private use and storage. It was determined by the School Board to be surplus to its needs and offered for sale in 2004.

The land was sold to private interest in 2006. The South Westminster School is on part of the original site. It is intended to be retained, restored and adapted for institutional use. The restoration of the South Westminster School shall reflect the character-defining elements and design components including, but not limited to: the simple massing with two shingled gables facing 104th Avenue; the front porch; exterior wood cladding; wood windows; style and trim; the relationship of the school to the street, to the site, and to natural grade; and cedar shingle roofing, and may introduce more authentic material finishes including, but not limited to, replacing metal with wood windows in the original proportions and locations as seen in historical photographs, cedar shake roofing materials and other changes that are specific to the period of construction or the architectural style simple two-storey volume with pitched roof, subject to the approval by the City Architect and Heritage Advisory Commission.

3. EXISTING APPEARANCE

The following are photographs (© City of Surrey) of the existing South Westminster School and its surroundings:



South Elevation



West Elevation



North Elevation



East Elevation



Entrance Detail



Bracket Detail



Front Gable & Entrance Roof Detail

Small Gable & Windows Detail



Cladding Detail

Cladding Detail



Foundation Exterior Detail



Foundation Exterior Detail



Play Field



Stairs to Former Building



BC Electric Rail ROW



View at Entrance



View to Front Door from Landing



View to Northwest Staircase



Utility Room (Note Foundation)



Foundation Iron Interior



Classroom



Classroom

4. CHARACTER DEFINING ELEMENTS

The character defining elements of the South Westminster School, include the following:

- Landmark value being located at a prominent rise along 104 Avenue
- View corridor to New Westminster
- Tudor Revival/Carpenter Gothic architectural style, with entry brackets and timbered gable entry porch
- Simple building volume with two identical gables facing 104 Avenue
- Upper ridge vent dormer gables on the east and west facades
- Cladding change at the prominent southern gables defines triangular pediment
- Simple volumes
- Tall exterior wall massing
- Wood siding
- Cladding (Neutral Grey) and trim the same colour or a contrast (White)
- Front entrance at grade
- Fieldstone foundation
- Concrete stairs to the former Annex buildings
- Old push button electrical switches at the front entrance

PART II – MAINTENANCE, STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Restorations

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

B. Requirement to Establish a Maintenance Strategy

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

The Maintenance Plan shall be prepared with input from an architect that is acceptable to the City, who is knowledgeable in the restoration of heritage buildings. Issues to be addressed in the Maintenance Plan include water penetration and damage from sun, wind, weather and animals. Maintenance includes, but is not limited to, painting, sealing, weather-stripping and similar protective coatings.

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

The Owner shall submit a Maintenance Plan and Funding Strategy for review and approval by the General Manager, Planning and Development and the Heritage Advisory Commission within 18 months of the adoption of a by-law to enter into this Agreement.

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

- (a) a description and a time schedule for the restoration, renovations, additions, stabilization, repair, and replacement of the exterior and interior elements, *landscaping* or other identified works on the Lands that constitute the character-defining elements and as identified in Part III – Restoration Standards and Specifications;
- (b) a description and time schedule for the ongoing maintenance of the elements, *landscaping* or other identified works on the Lands and other relevant details. Maintenance includes: painting, staining and sealing of the exterior cladding and trims, weather stripping, re-roofing, replacement of windows, doors and exterior cladding or trims to match the existing materials;
- (c) ongoing maintenance of *landscaping*;
- (d) a colour scheme for the exterior;
- (e) a description of any matters noted in Part III – Restoration Standards and Specifications or in the plans attached to this Agreement as requiring further details;
- (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 approval of the Heritage Advisory Commission.

2. Standards

The British Columbia Heritage Trust Conservation Standards "Technical Paper Series Numbers 9, 10 and 11" (dated November 1989) or successor standards as may be approved by the City are to apply to all construction, maintenance, restoration or renovation works undertaken under Parts II or III on the South Westminster School.

3. Timing and Phasing

This provision does not apply to the Lands.

4. Heritage Alteration Permit Approval

Prior to a building permit being issued for any alterations, including the restoration of the exterior or interior of the South Westminster School, the Owner shall apply to the City for a heritage alteration permit.

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

5. Building Permit Approval

Subject to Section 4 of Part II of this Conservation Plan, construction, alterations or other actions to be authorized by a building permit shall be consistent with this Conservation Plan and heritage alteration permits sanctioning construction, alterations or other actions.

As the South Westminster School is recognized as a significant historic site, Building Code equivalencies may be used to lessen visual impacts on the historical appearance or authenticity of the building.

PART III – RESTORATION STANDARDS AND SPECIFICATIONS

1. Foundation

The existing stone and mortar and fieldstone foundation shall be retained. Portions consisting of the exposed concrete will be screened with foundation plantings, subject to approval by the City Architect.

2. Roof Structure And Cladding

When the roofing is replaced in the future, cedar shakes or shingles will be used in place of the asphalt.

3. Building Envelope, Exterior, Wood Detailing And Trims

The exterior consists of three distinct finishes. From the top of the foundation to the underside of the main floor is vertical board and batten. To the underside of the eaves (not including the gable ends) is horizontal wood v-joint siding. The gable ends are wood shingle. A simple fascia board continues along the edge of the roof.

If the exterior of the South Westminster School is subject to restoration, an assessment will be undertaken with the objective of restoring the cladding and colour.

When the exterior walls are painted, a neutral gray colour compatible with the historical period is to be used. The wood trims may be painted white.

If windows are to be altered, replace the metal with wood windows in the original proportions and locations as seen in historical photographs. If the doors are replaced, then a style more in keeping with the original design is to be used, as seen in historical photographs.

Restorations undertaken under this section are subject to approval by the City Architect.

4.. Interior Condition

The interior of the South Westminster School has been significantly altered. Interior alterations that do not change to the external appearance of the building are allowed. Only the following interior elements are to be retained:

- The push button light switch on the west wall at the front entrance.
- Allowing sample segments of the fieldstone foundation to remain exposed in the basement.

5. New Construction

New construction shall be subject to obtaining heritage alteration permits.

6. Site Feature, Landscaping and Fences

The concrete stairs to a former school annex building shall be retained, to the greatest extent possible.

7. Trees, Streetscape and Street Interface

Landscaping, approved by the City Landscape Architect, shall be installed along the *frontage* with 104 Avenue at the earlier of: when the South Westminster School becomes occupied or as provided for in the Maintenance Plan and Funding Strategy.

8. Accessory Buildings and Structures

Accessory buildings such as caretaker *dwelling units*, sheds or storage *buildings* are allowed provided they are in accordance with City by-law requirements and the design is compatible with that of the South Westminster School, as determined by the City Architect.

9. Other

Any *sign* on the *building* or the site will be complementary in design to the South Westminster School and sensitively placed, subject to the approval of the City Architect.

(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.)

SCHEDULE "B"

PROVISIONS TO VARY AND SUPPLEMENT CITY BY-LAWS

City of Surrey Zoning By-law, 1993, No. 12000, as amended, is varied or supplemented with respect to the Lands as follows:

- (1) In Part 1 Definitions, the definition of *Private School* is varied by deleting "or secondary academic" and "and including student dormitories".
- (2) In Part 31 Assembly Hall 1 Zone (PA-1), Section B. Permitted Uses, Sub-section B.1 is varied by adding the following at the end of the subsection:

", provided that the total floor area does not exceed 270 square metres [2,900 sq. ft.]".
- (3) In Part 31 Assembly Hall 1 Zone (PA-1), Section B. Permitted Uses, Sub-sections B.2 and 3 are varied by deleting "50" and replacing it with "100".

(Note: Terms used in Schedule "B" 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.)