

CITY OF SURREY

BY-LAW NO. 17705

A by-law to amend the provisions of "Surrey Heritage Revitalization Agreement By-law, 2000, No. 14203."

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The Council of the City of Surrey, in open meeting assembled, ENACTS AS FOLLOWS:

1. The City is authorized to enter into an amendment to the heritage revitalization agreement authorized by "Surrey Heritage Revitalization Agreement By-law, 2000, No. 14203" regarding certain lands and premises located within the City of Surrey and more particularly known and described as:

Parcel Identifier: 025-635-794
Lot 2 District Lot 157 Group 2 New Westminster District Plan BCP4864
13951 Crescent Road

(The "Heritage Revitalization Agreement").

2. The terms and conditions of the amending agreement (the "Amending Agreement") are attached to and form part of this By-law as Schedule "1", and the Amending Agreement becomes an addition to the Heritage Revitalization Agreement.
3. The Mayor and Clerk are authorized on behalf of the City to sign the Amending Agreement and to do all acts necessary and incidental to the completion of the Amending Agreement.
4. This By-law shall be cited for all purposes as "Surrey Heritage Revitalization Agreement By-law, 2000, No. 14203, Amendment By-law, 2012, No. 17705".

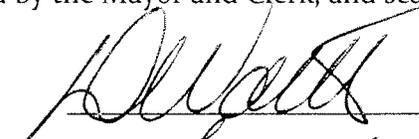
PASSED FIRST READING on the 9th day of July, 2012.

PASSED SECOND READING on the 9th day of July, 2012.

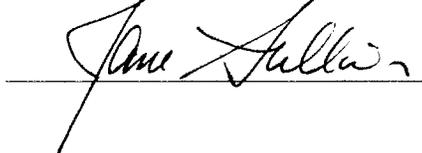
PUBLIC HEARING HELD thereon on the 23rd day of July, 2012.

PASSED THIRD READING on the 23rd day of July, 2012.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 23rd day of July, 2012.



MAYOR



CLERK

SCHEDULE 1

SURREY HERITAGE REVITALIZATION AGREEMENT
DANIEL JOHNSON HOUSE
AMENDING AGREEMENT

THIS AGREEMENT dated for reference the 23rd day of July, 2012.

BETWEEN:

CITY OF SURREY
14245 - 56th Avenue
Surrey, B.C., V3X 3A2

(the "City")

OF THE FIRST PART

AND:

MARC STEPHEN HIATT
MARY-ANNE HIATT
13951 Crescent Road
Surrey, B.C. V4P 1J4

(the "Owner")

OF THE SECOND PART

WHEREAS:

- A. The City of and the City of Surrey, Realty Section, Engineering Department (the "Previous Owner") entered into a Heritage Revitalization Agreement dated for reference March 24, 2003 (the "Agreement") for the conservation, restoration, maintenance, and protection of the Lands, including the Daniel Johnson House, as more particularly described in the Agreement;
- B. Each capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Agreement;
- C. The Previous Owner has transferred the Lands to the Owner, who is bound by the terms and conditions of the Agreement by operation of the Agreement and the *Local Government Act*;
- D. The City and the Owner wish to amend the terms of the Agreement to allow for the construction of a replica of the Daniel Johnson House, the construction of an addition to the replicated Daniel Johnson House, the construction of a detached garage with *accessory dwelling unit* located within the garage, and the construction of an accessory building (pool house) on the property.

NOW THEREFORE this Amending Agreement witnesses that in consideration of the sum of \$1.00 paid by each party to the other and other good and valuable consideration (the receipt and sufficiency of which each party hereby acknowledges), the parties hereby covenant and agree as follows:

1 Amendments

The Agreement is hereby amended as follows:

- 1.1. Under the recital, "WHEREAS", Section A., by deleting the reference to the legal description and civic address of the Lands and replacing it with the following:

Parcel Identifier: 025-635-794
Lot 2 District Lot 157 Group 2 New Westminster District Plan BCP4864

13951 Crescent Road

- 1.2. In Section 2 of the Agreement, by adding the following words to the end of Subsection (d):

except as provided for in Subsection 2(d.1);

- 1.3. In Section 2 of the Agreement, by inserting the following new Subsection (d.1) after Subsection (d):

(d.1) despite Subsection (d) of this Section 2 and Subsection II of Schedule "B", the Johnson House may encroach 8.5 metres [28 feet] into the rear yard setback applicable to the Lands;

- 1.4. In Section 3 of the Agreement, by deleting the word "and" from Subsection (b) and replacing the period at the end of Subsection (c) with a semicolon.

- 1.5. In Section 3 of the Agreement, by inserting the following new Subsections (d) and (e) after Subsection (c):

(d) Section G of Part 12, One-Acre Residential Zone (RA) of City of Surrey Zoning By-law, 1993, No. 12000, as amended, is hereby amended as set out in Section III of Schedule "B" which is incorporated hereto and forms part of this Agreement as it relates to the Lands; and

(e) Section B of Part 12, One-Acre Residential Zone (RA) of City of Surrey Zoning By-law, 1993, No. 12000, as amended, is hereby amended as set out in Section I of Schedule "B" which is incorporated hereto and forms part of this Agreement as it relates to the Lands.

- 1.6. In Section 14 of the Agreement, by deleting the references to the Owner's name and mailing address and replacing them with the following:

MARC STEPHEN HIATT
MARY-ANNE HIATT
13951 Crescent Road
Surrey, B.C. V4P 1J4

- 1.7. In Schedule "A" of the Agreement under "Part II - Standards and Specifications of Restoration and New Construction", Section 3, "New Garage and Accessory Building", by deleting the words "one-car or two-car" wherever they occur.

- 1.8. In Schedule "A" of the Agreement under "Part III - Continued Maintenance, Protection and Future Construction", Section 1, "General", by deleting the following paragraph:

The construction or alteration of any improvements on the Lands so as to create a secondary suite or suite of any kind whether for use by the owner or otherwise shall not be permitted.

- 1.9. In Schedule "A" of the Agreement under "Part III - Continued Maintenance, Protection and Future Construction", Section 6, "Landscaping", by deleting the first paragraph and replacing it with the following paragraph:

Landscaping is preferred as an alternative to typical perimeter fencing. Indigenous plant materials are recommended to augment the historical character of Crescent Road. The area of the Lands outside the Restricted Building Envelope shall be retained in its landscaped and cultivated state except as provided for in Section 2 (d.1) of the Agreement.

- 1.10. In Schedule "B" of the Agreement, by deleting Section I. and replacing it with the following new Section I.:

I. Section D, Density, is replaced with the following:

"For *building* construction within a *lot*, the *floor area ratio* shall not exceed 0.10, provided that, of the resulting allowable floor area, a maximum of:

- 444 sq. m. [4769 sq.ft.] shall be reserved for the *principal building* (305.5 sq. m. [3,288 sq.ft.] shall be for the original Daniel Johnson House and 138 sq. m. [1,481 sq. ft.] shall be for an addition to the Daniel Johnson House),
- 110 sq. m. [1,184 sq. ft.] shall be reserved for use only as a garage to be detached from the *principal building*,
- 58 sq. m. [623 sq. ft.] shall be reserved for use only as an *accessory dwelling unit* located within the garage, and
- 56 sq. m. [600 sq. ft.] shall be reserved for use only as an *accessory building*.

The floor area of any *accessory building* or *structure* that is equal to or less than 10 square metres [105 sq.ft.] shall not be included as part of the floor area for the purpose of calculating *floor area ratio*."

- 1.11. In Schedule "B" of the Agreement, by inserting the following new Subsections IV and V after Subsection III:

IV. Section G, Height of Buildings, Subsection 1 and 2 are replaced with the following:

1. *Principal building*: The height shall not exceed 12.53 metres [41.11 ft].
2. *Accessory buildings and structures*: The height shall not exceed 4 metres [13 ft.] except that where the roof slope and construction materials of an *accessory building* are the same as that of the *principal building*, the *building height* of the *accessory building* may

be increased to 5 metres [16.5 ft.] or where an *accessory dwelling unit* is located above an *accessory building*, the *building height* of an *accessory building* may be increased to 6 metres [19.75 ft.].

V. Section B, Permitted Uses, Subsection 1 is replaced with the following:

1. One *single family dwelling* and one *accessory dwelling unit* provided that the *accessory dwelling unit* is located within the garage.

2 Due Execution

The Owner hereby represents and warrants to the City that this Amending Agreement has been duly authorized and executed by the Owner and that the delivery of this Amending Agreement has been duly authorized by all necessary corporate action on the part of the Owner.

3 Full Force and Effect

The City and the Owner hereby agree that the Agreement shall hereinafter be read and construed in conjunction with this Amending Agreement and be regarded as being amended only to the extent herein provided, that all the terms, covenants, provisos, conditions and provisions of the Agreement, as amended hereby, shall continue to be in full force and effect and that nothing herein contained shall operate or be construed to modify or otherwise affect the rights and obligations created by the Agreement as amended hereby.

4. Enurement

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Owner.

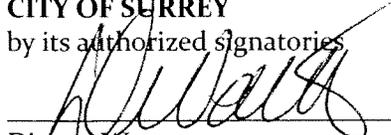
5. Notice to be Filed

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

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the date set out above.

CITY OF SURREY

by its authorized signatories



Dianne Watts
Mayor



Jane Sullivan
City Clerk

**MARC STEPHEN HIATT
MARY-ANNE HIATT**



Marc Stephen Hiatt



Mary-Anne Hiatt