

CITY OF SURREY

BYLAW NO. 18143

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

WHEREAS:

A. The Council may by bylaw 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, enacts as follows:

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

2. The Mayor and the City Clerk are authorized on behalf of the Council to sign the Heritage Revitalization Agreement and to register a notice on the title of the Lands and on the title of each of the Strata Lots.
3. Schedule "I" forms a part of this Bylaw.
4. This Bylaw may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement Bylaw, 2013, No. 18143"

PASSED FIRST READING on the 25th day of November, 2013.

PASSED SECOND READING on the 25th day of November, 2013.

PASSED THIRD READING on the 25th day of November, 2013.

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

_____ MAYOR

_____ CLERK

h:\clerks\by-laws\bylaw library\pending\18000\18100\byl 18143.docx

SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement Bylaw, 2013, No. 18143]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ___ day of _____, 2013

BETWEEN:

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

(the "Owner")

OF THE FIRST PART

AND:

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

(the "City")

OF THE SECOND PART

WHEREAS:

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

Parcel Identifier: 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 its 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 24-hour 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 Community Charter, S.B.C. 2003, c.26 (the "Community Charter").
- (l) If the intent is to have a strata titled development, the Owner as the owner developer will insure that the maintenance requirements discussed in this Agreement will be set out within the bylaws governing the strata titled development before the first meeting of the owners of the strata development. The bylaws that reflect these maintenance requirements, and the maintenance requirements themselves, shall not be changed without the prior written consent of the City.

Variation to Bylaws

- 3. No variation to bylaws 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 requirements in this Agreement shall be at the sole and exclusive risk and cost of the Owner.

Modification

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

Indemnity

8. The Owner shall at all times indemnify and save harmless the City and its elected and appointed officials, employees, contractors and agents of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever by whomsoever brought for which the City shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements of this Agreement, or breach or 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 Local Government Act and the Community Charter, and shall be without prejudice to any and all other remedies at law and equity available to the City, and no reference in this Agreement to, or exercise of any specific right or remedy by the City, shall preclude the City from exercising any other right or remedy.

Damages

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

No Waiver

11. No restrictions, requirements or other provisions in this Agreement shall be deemed to have been waived by the City unless a written waiver authorized by resolution of the Council and signed by an officer of the City has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the City on previous occasions of any default 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 bylaw 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 bylaws of the City and all regulations and orders of any authority having jurisdiction, and to the extent only that such laws, regulations and orders are mandatory and necessarily require the breach of any restriction or positive obligation of this Agreement to be observed or performed by the Owner, or less than strict compliance with the terms hereof, then the Owner upon sixty (60) days' written notice to the City shall be excused from complying with such restrictions or performing such obligation and such restriction or obligation shall be suspended but only to the extent and for the time that such mandatory law, regulation or order is inconsistent with compliance with the said restrictions or obligations.

Notice

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

If to the City:

Attention: City Clerk
CITY OF SURREY
14245 56 Avenue
Surrey, 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;
 - (c) Where each of the Owner and the City have named an arbitrator, the two arbitrators shall within thirty (30) days of the City's notice pursuant to Section 15(b) appoint a third arbitrator having the same qualifications and the three arbitrators shall decide the dispute;

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

Headings

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

Schedules

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

Number and Gender

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

Interpretation

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

Successors Bound

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

Notice to be Filed

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

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

0761210 B.C. LTD., INC.NO. 761210
by its authorized signatory

Jolly Saluja

CITY OF SURREY

Dianne Watts
Mayor

Jane Sullivan
City Clerk

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 his 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 bylaw 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 bylaw 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 bylaws governing the strata titled development before the first meeting of the owners of the strata development. The bylaws 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 bylaw 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 bylaw 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 Bylaw.)

Appendix "A"
Plans and Elevations

(Attachment beginning on the next page)

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)