

CITY OF SURREY

BYLAW NO. 18185

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: 006-845-681
Lot 30 Except: Parcel "A" (Explanatory Plan 30024), North East Quarter Section 28
Township 8 New Westminster District Plan 1090

8745 - Harvie Road

(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, 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.

3. Schedule "I" forms a part of this Bylaw.
4. This Bylaw may be cited for all purposes as "Surrey Heritage Revitalization Agreement Bylaw, 2014, No. 18185"

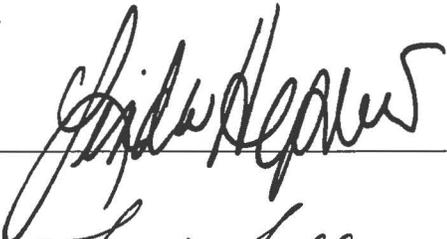
PASSED FIRST READING on the 31st day of March, 2014.

PASSED SECOND READING on the 31st day of March, 2014.

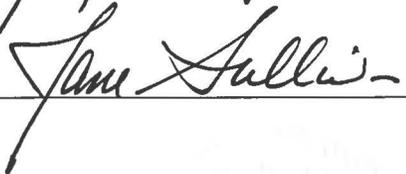
PUBLIC HEARING HELD thereon on the 14th day of April, 2014.

PASSED THIRD READING on the 14th day of April, 2014.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 11th day of April, 2016.



MAYOR



CLERK

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SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement By-law, 20 , No._____]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ___ day of _____, 20

BETWEEN:

RAJJINDER KHERA
8729 - Harvie Road
Surrey, British Columbia V4N 3G5

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,
and having offices at 13450 - 104 Avenue
Surrey, British Columbia V3T 1V8

(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: 006-845-681

Lot 30 Except: Parcel "A" (Explanatory Plan 30024), North East Quarter Section 28
Township 8 New Westminster District Plan 1090

8745 - Harvie Road

(the "Lands");

- B. The Owner and the City consider that the Lands, including the improvements and features on the Lands, have *heritage value* and *heritage character*;
- C. The Owner and the City desire to conserve the *heritage value* and *heritage character* of the Lands;
- D. For the purpose of conservation of the *heritage value* and *heritage character* of the Lands, the Owner and the City have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the *heritage value* and *heritage character* of the Lands;

- E. The Owner has agreed to the terms for compensating the City for the loss in heritage value in accordance with Section 2(f) of this Agreement in the event the heritage improvements or features on the Lands are moved or destroyed other than through natural causes;
- F. The improvements or features on the Lands which have *heritage value* and *heritage character* which both the Owner and City desire to conserve have been described by text, photographs, plans and drawings attached to this Agreement as Appendix "A" (the "Conservation Plan") and Appendix "B" (the "Russcher and Evans Architects Plan"); and
- G. The improvements or features identified in the Conservation Plan as Bulman's Garage (the "Garage") is listed on the Surrey Heritage Register and the Owner and the City consider that the Garage has *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the Garage.

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

Conservation Plan

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

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

2. The Owner covenants and agrees that:
- (a) No improvements on the Lands identified in the Conservation Plan as having *heritage value* or *heritage character* shall be *altered*, including alterations required or authorized by this Agreement, except as agreed to in writing by the City.
 - (b) Each action of relocation, restoration, rehabilitation, replication, repair, replacement or maintenance, required by Parts I, II and III of the Conservation Plan, shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out in the Conservation Plan.
 - (c) All improvements identified in Part I and II of the Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the Conservation Plan.
 - (d) In the event the Garage is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the Garage 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 Garage. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration of the Garage shall reflect the character-defining elements and design components including, but not limited to: location adjacent to Harvie Road; modest commercial form, scale, and massing as expressed by its one-storey height, stepped parapets on three sides, lack of roof projections, and flat roof (which is visible only from the back (west) side of the building); wood frame construction; three work bays opening onto the road; larger centre bay door on barn hardware flanked by two smaller hung doors; wooden drop siding and simple rectangular lumber profile trim (no mouldings); original single-paned wood frame windows with muntin bars; and external brick chimney, all as subject to approval by the City Architect or designate.
 - (e) In the event the Garage is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the Garage. 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 Garage. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The construction of the replica of the Garage 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 Garage 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 \$55,259.22 indexed to the Vancouver Consumer Price Index (CPI) with 2014 being the base year, except that if the Garage 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) Should the Garage become vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the Garage 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 Garage, the City may and is authorized to enter onto the Lands to undertake the necessary works to secure the Garage, 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) Should the Garage become vacant and unoccupied during construction or other redevelopment of the Lands, the Owner agrees to post a sign that reads as follows:

PROTECTED HERITAGE SITE
No Vandalism or Removal of Materials
(Maximum individual penalty: \$50,000 and 2 years Imprisonment)

If the Owner fails to post the required sign, the City may and is authorized to post the sign, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands.

- (i) Once the Garage is occupied, there must be appropriate security measures in place to maintain the integrity and security of the Garage and Lands. Should the Garage 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.
- (j) 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.

- (k) Where required by the City in a heritage alteration permit, the Owner shall provide security to the City to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan.
- (l) The Owner may apply to the City for funding including, but not limited to, monies for exemption from taxes, or any provision for assistance as specified in Section 25 of the Community Charter, S.B.C. 2003, c.26 (the "Community Charter").

Variation to By-laws

- 3. The Lands are subject to a variance contained in Appendix "C".

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 may be suffered or sustained by the Owner or by any other person who may be on the Lands; or
 - (b) any loss or damage of any nature whatsoever, howsoever caused to the Lands or any improvements or personal property thereon belonging to the Owner or to any other person,

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

Reasonable Care and Risk

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

Modification

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

Indemnity

8. The Owner shall at all times indemnify and save harmless the City and its elected and appointed officials, employees, contractors and agents of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever by whomsoever brought for which the City shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements of this Agreement, or breach or 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 nor any previous written waiver shall be taken to operate as a waiver by the City of any subsequent default or in any way to defeat or affect the rights of remedies to the City.

Statutory Authority and Proprietary Rights

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

Compliance with Laws

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

Notice

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

If to the City:

Attention: City Clerk
CITY OF SURREY
13450 - 104 Avenue
Surrey, BC V3T 1V8

If to the Owner:

Rajjinder Khera
8729 - Harvie Road
Surrey, BC V4N 3G5

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

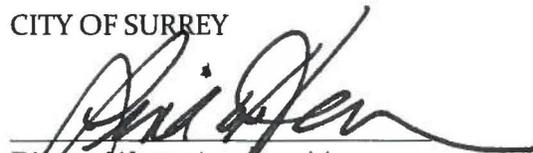
22. Notice of this Agreement and amendments to it will be filed in the Land Title Office and once filed, this Agreement and amendments will be binding on all persons who acquire an interest in the Lands.

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



Rajjinder Khera

CITY OF SURREY



Dianne Watts Mayor

Linda Hepner


Jane Sullivan
City Clerk

Appendix "A"

CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Description of Historic Place

Bulman's Garage is a vernacular commercial building with "modern" styling and modernist influences. The Garage is clad with "drop" siding and finished with corner boards. The west façade of the Garage has only diagonal 1x6 shiplap sheathing boards as siding was never installed. The south, east and north facades of the building have stepped parapets. An external brick chimney is located on the west side of the garage.

The interior of the Garage has exposed framing of the walls and roof (there never was insulation present). It is one open space and did not have a washroom. The washroom in the house was used. The only source of heat was a 45 gallon drum made into a burner which had a sawdust feeder attached. There is a steel frame in the centre of the garage which is acting to support the roof and as a hoisting frame for removing engines. This was apparently added after Everett Bulman passed away and a new tenant took over the property.

2. Heritage Value of Historic Place

Bulman's Garage has historical value as it is an example of a typical rural garage. It would have served as a repair centre for cars and farm vehicles as well as providing welding repairs.

Built in 1948, Bulman's Garage served the Port Kells area of Surrey for approximately 50 years. Everett Bulman built the garage in 1948. Previously he had leased a smaller garage across the street (the Firtree Garage) but had to give up the lease when the son of the owner of the garage returned from war and wanted to operate it (the father was Frank Futer, the son was George Futer). Everett had a group of loyal customers he wished to continue to serve. Everett had a stroke in 1986 and closed the garage. The fuel sold was from "Home Oil", and according to Jim Bulman (son), the only 'Home' sign was one painted on the south side of the building. The "Home Oil Company" would apparently give the building a new coat of paint every 2 years or so. The colour was white with a band of red as a 15" high 'skirt' around the building.

3. Character Defining Elements

Key elements that define the heritage character of Bulman's Garage include its:

- location adjacent to Harvie Road;
- modest commercial form, scale, and massing as expressed by its one-storey height, stepped parapets on three sides, lack of roof projections, and flat roof (which is visible only from the back (west) side of the building);
- wood frame construction;
- three work bays opening onto the road;
- larger centre bay door on barn hardware flanked by two smaller hung doors;
- wooden drop siding and simple rectangular lumber profile trim (no mouldings);
- original single-paned wood frame windows with muntin bars; and
- external brick chimney.

4. Existing Appearance and Features

See Section 5.0 “Photographs” of the “Russcher and Evans Architects Plan”.

PART II – MAINTENANCE STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

The relocation and restoration of the Garage, including works that are consistent with Part III – Restoration Standards and Specifications, must commence within 120 days following the adoption of a by-law to enter into this Agreement.

B. Maintenance Strategy

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

The Maintenance Plan shall be prepared with input from a Conservation Architect or qualified Heritage Consultant that is acceptable to the City. Issues to be addressed in the Maintenance Plan include water penetration and damage from sun, wind, weather and animals. Maintenance includes, but is not limited to, painting or staining, sealing, weather-stripping and the like.

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

The Owner shall submit a Maintenance Plan and Funding Strategy for review and approval by the General Manager, Planning and Development and the Heritage Advisory Commission within one (1) year of the adoption of a by-law to enter into this Agreement.

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

- (a) A description and a time schedule for the renovations, repair, and replacement of the exterior elements, *landscaping* or other identified works on the Lands that constitute the character-defining elements and as identified in Part III – Renovation Standards and Specifications;
- (b) A description and time schedule for the ongoing maintenance of the elements, *landscaping* or other identified works on the Lands and other relevant details. Maintenance includes: painting, staining and sealing of the exterior cladding and trims, weather stripping, re-roofing, replacement of windows, doors and exterior cladding or trims to match the existing materials;
- (c) Ongoing maintenance of *landscaping*;
- (d) A colour scheme for the exterior of the Garage;

- (e) A description of any matters noted in Part III – Renovation Standards and Specifications or in the plans attached to this Agreement as requiring further details; and
- (f) A financial plan detailing the funding for the renovation and maintenance outlined above, including corporate sponsorships, annual budgets by the Owner or tenant, applications for government grants, strata fees, and other relevant details.

C. Amending an Established Maintenance Strategy

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

2. Standards

The "Standards and Guidelines for the Conservation of Historic Places in Canada", established under the Historic Places Program or successor guidelines as may be approved by the City are to apply to all construction, maintenance, restoration or renovation works undertaken under Parts II or III on the Garage.

3. Timing and Phasing

With respect to the phasing or timing of commencement or completion of action applying to the Lands, the relocation and restoration of the Garage shall commence within 120 days following the adoption of a by-law to enter into this Agreement and be carried out pursuant to a building permit issued by the City authorizing the works. The restoration of the Garage may be done concurrently with the development. The Owner shall insure that the restoration of the Garage shall be completed and a final occupancy permit or equivalent for the Garage shall be issued within one year of the adoption of a by-law to enter into this Agreement.

4. Heritage Alteration Permit(s) Approval

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

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

B. A heritage alteration permit may not be required for alterations including, but not limited to, the following:

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

- (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 a 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 Garage.
- C. A heritage alteration permit shall be required for all but minor alterations including, but not limited to, the following:
 - (a) Changes to the Garage structure;
 - (b) Changes to the exterior appearance of the Garage;
 - (c) Replacement of existing elements and/or construction of additions to the Garage;
 - (d) Changes to the external appearance of the Garage due to interior renovations.

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

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

5. Building Permit Approval

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

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

6. 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 Garage will be moved onto a new concrete foundation northeast of its existing location. The new foundation shall be the same material (aggregate, colour, and strength) as the existing foundation.

2. **Roof Structure, Cladding, and Chimney:**

See Section 5.0 “F. Roof” and “E. Chimney” of Russcher and Evans Architects Plan. Refer to photographs and drawings for location, dimensions and details of the chimney.

3. **Building Envelope, Exterior, Wood Detailing and Trims:**

Existing wood siding and trims, windows, and doors shall be retained and restored. Wooden siding and trims shall be replaced only as required and replacement materials shall match the original. Combed or textured lumber, vinyl siding, or fibre cement siding is not acceptable.

In the event that any windows or doors must be replaced due to aging or deterioration of materials, the replacement shall match the original in terms of style, shape, materials and assembly, and the original shall be retained on site. Interior storm windows may be installed provided they do not detract from the overall historical character of the Garage and proper ventilation is provided between the historic windows and interior storm windows. The installation of security bars on the windows and/or doors is not permitted.

The exterior paint colour, including wood trims, shall be subject to the prior written approval of the City. If the colour is to be changed, the change shall be done in consultation with the City and reflect as best as can be determined the original appearance of the Garage or heritage colours appropriate for the period of the Garage.

Changes to the exterior colour scheme shall not be undertaken without being reviewed and approved by the City Architect. The City Architect may consult with the Heritage Advisory Commission about the colour scheme. The following paint colours have been approved by the City Architect and are permitted to be used without further consultation.

Body - Benjamin Moore #2143-70 'Simply White'
Window Sash - Benjamin Moore #2143-70 'Simply White'
Trim - Benjamin Moore #2143-70 'Simply White'
Skirting (15 in.) - Benjamin Moore # 2000-10 "Red"
Historic signage - Black

The general intent is to promote restoration and retention of existing materials and elements wherever possible. If restoration is not feasible, replacements shall be constructed to match existing in terms of form, detailing and materials. Where original features have already been removed, altered or replaced by stylistically foreign elements, new replacements shall be consistent with the original design and done in consultation with an independent architect with experience in heritage restoration and acceptable to the City.

See Section 5.0 “A. Siding and Trim”, “B. Missing or Decayed Siding and Trim”, “C. Man Door”, “D. Garage Doors”, and “G. Windows” of Russcher and Evans Architects Plan.

4. Signage:

The original painted signage on the east elevation of Garage, featuring the words "WELDING", "BULMAN'S GARAGE", and "REPAIRS", shall be restored. Signage will be carefully outlined and professionally re-painted by hand, exactly replicating the original colours, lettering, and overall effect.

The new signage may be externally illuminated painted signage or individual back lit channel letters. New signage is subject to the approval of City and must be sympathetic to the heritage character of the Garage. Plastic signs, high gloss materials, back-lit "box" signage are not acceptable. Signs shall not be constructed or located in such a way as to obscure any architectural features. Signage and/or advertising on the windows/doors are not permitted.

5. Interior Condition:

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

6. New Construction:

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

7. Landscaping, Fences, and Street Interface:

Landscaping in the vicinity of the Garage shall be planted and maintained as required in the development permit issued by Council for the Lands.

8. Accessory Buildings and Structures:

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

9. Plans and Elevations:

The plans and elevations attached as Appendix "A-1" 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.

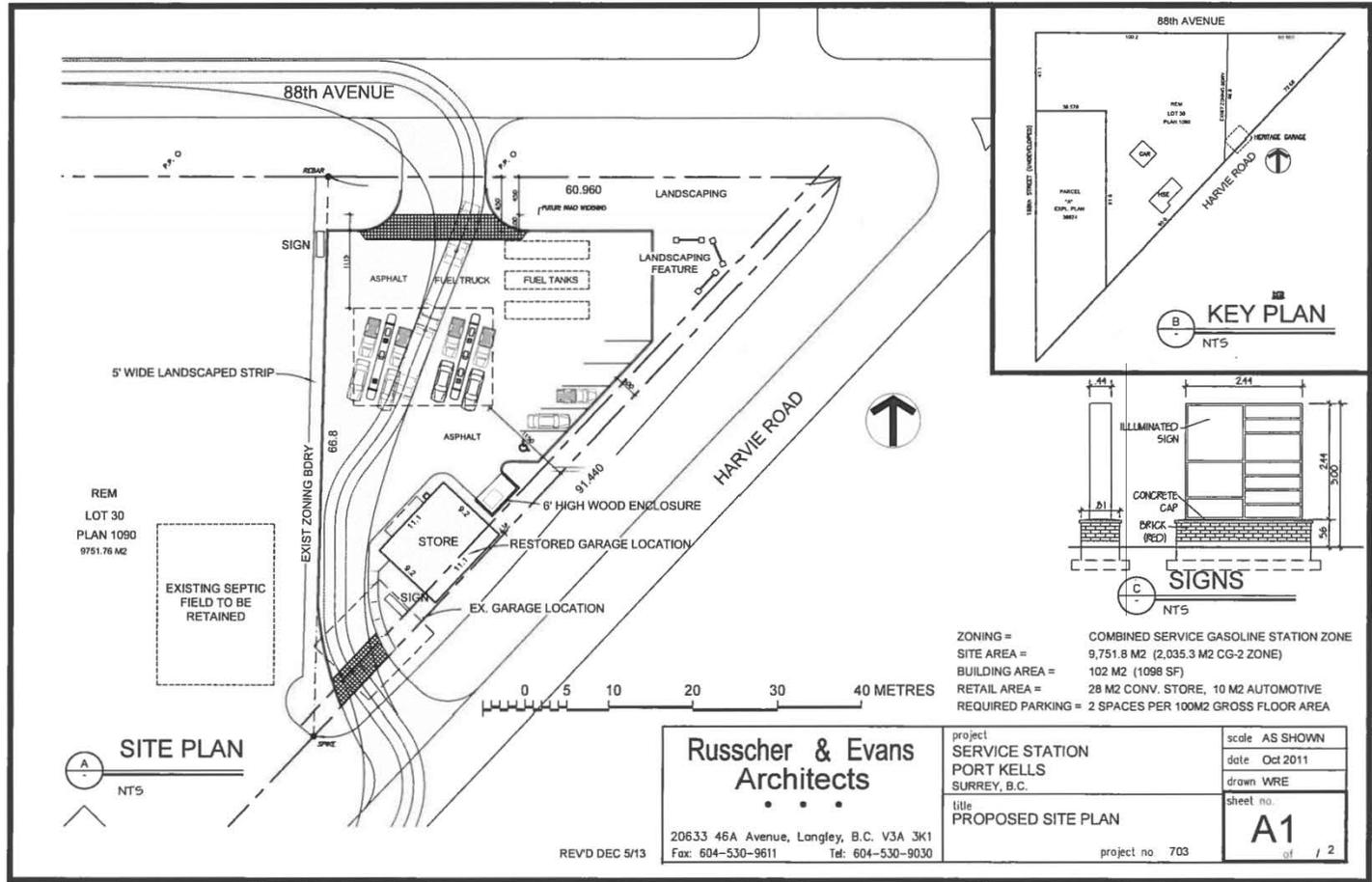
10. Other:

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

Appendix "A-1"
Plans and Elevations

(Attachment beginning on the next page on file)



SITE PLAN
A
NTS

KEY PLAN
B
NTS

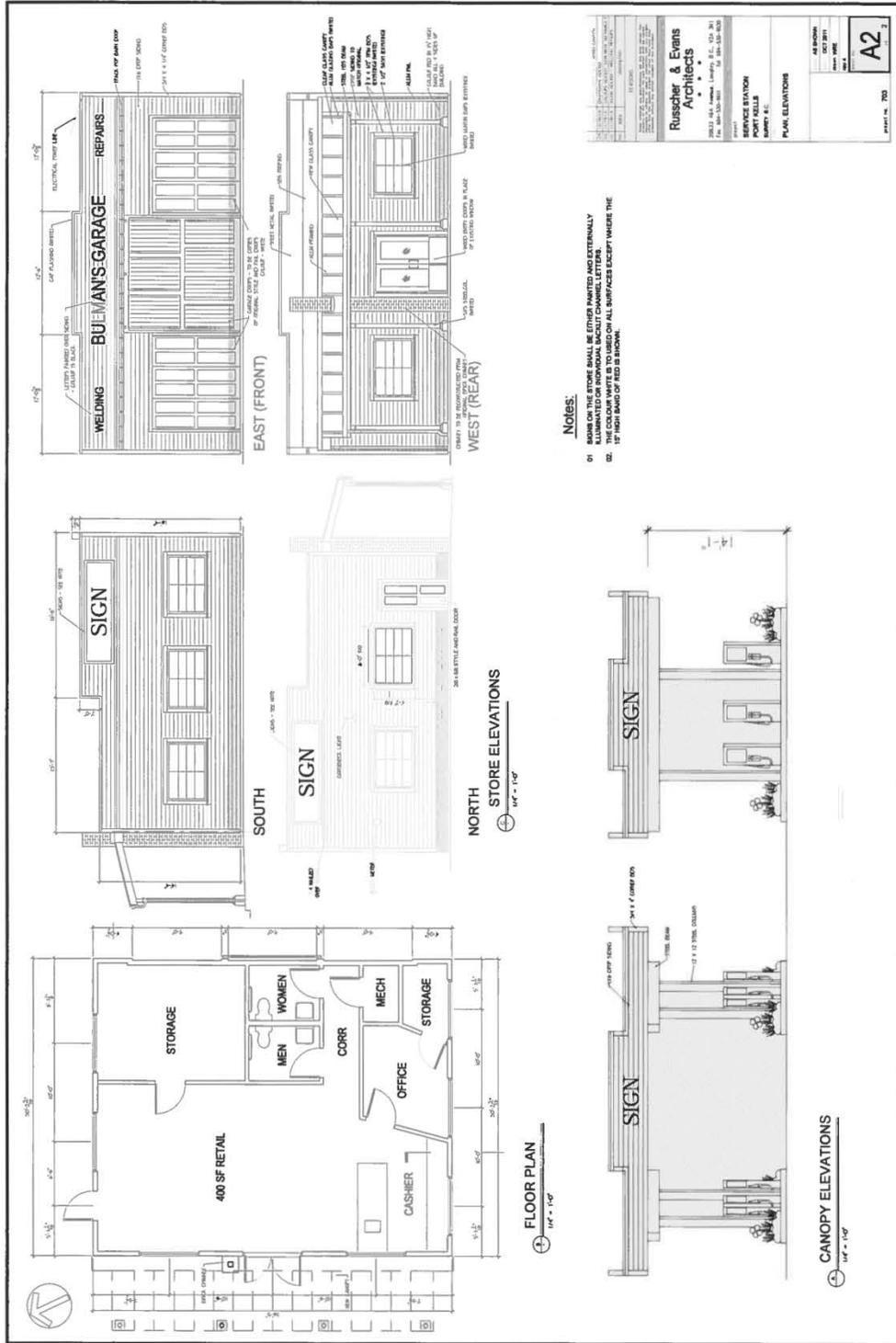
SIGNS
C
NTS

ZONING = COMBINED SERVICE GASOLINE STATION ZONE
 SITE AREA = 9,751.8 M2 (2,035.3 M2 CG-2 ZONE)
 BUILDING AREA = 102 M2 (1098 SF)
 RETAIL AREA = 28 M2 CONV. STORE, 10 M2 AUTOMOTIVE
 REQUIRED PARKING = 2 SPACES PER 100M2 GROSS FLOOR AREA

Russcher & Evans Architects
 20633 46A Avenue, Langley, B.C. V3A 3K1
 Fax: 604-530-9611 Tel: 604-530-9030

project
 SERVICE STATION
 PORT KELLS
 SURREY, B.C.
 title
 PROPOSED SITE PLAN
 project no. 703

scale AS SHOWN
date Oct 2011
drawn WRE
sheet no.
A1
of 2



Appendix "B"

CONSERVATION PLAN

Bulman's Garage, 8761 Harvie Road, Surrey, B.C.
Russcher and Evans Architects, October 2011 – rev'd Nov. 2013

(The "Russcher and Evans Architects Plan")

(Attachment beginning on the next page on file)

CONSERVATION PLAN

BULMAN'S GARAGE

8761 HARVIE ROAD, SURREY, B.C.

RUSSCHER AND EVANS ARCHITECTS

OCTOBER 2011 – rev'd Nov. 2013

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2.0	Statement of Significance	Page 2
3.0	Rehabilitation Proposed	Page 3
4.0	Exterior Restoration Proposed	Page 4
5.0	Photographs	Page 7

1.0 INTRODUCTION

Constructed circa 1948, Bulman's Garage is a one-storey, one room garage, with three work bays, located on the west side of Harvie Road just south of 88th Avenue in Surrey's Port Kells area. The building is currently used for storage.

2.0 STATEMENT OF SIGNIFICANCE

2.1 Description of Historic Place.

Bulman's Garage is a vernacular commercial building with "modern" styling and modernist influences. The Garage is clad with "drop" siding and finished with corner boards. The west façade of the Garage has only diagonal 1x6 shiplap sheathing boards as siding was never installed. The south, east and north facades of the building have stepped parapets. An external brick chimney is located on the west side of the garage.

The interior of the Garage has exposed framing of the walls and roof (there never was insulation present). It is one open space and did not have a washroom. The washroom in the house was used. The only source of heat was a 45 gallon drum made into a burner which had a sawdust feeder attached. There is a steel frame in the centre of the garage which is acting to support the roof and as a hoisting frame for removing engines. This was apparently added after Everett Bulman passed away and a new tenant took over the property.

2.2 Heritage Value of Historic Place

Bulman's Garage has historical value as it is an example of a typical rural garage. It would have served as a repair centre for cars and farm vehicles as well as providing welding repairs.

Built in 1948, Bulman's Garage served the Port Kells area of Surrey for approximately 50 years. Everett Bulman built the garage in 1948. Previously he had leased a smaller garage across the street (the Firtree Garage) but had to give up the lease when the son of the owner of the garage returned from war and wanted to operate it (the father was Frank Futer, the son was George Futer). Everett had a group of loyal customers he wished to continue to serve. Everett had a stroke in 1986 and closed the garage. The fuel sold was from "Home Oil", and according to Jim Bulman (son), the only 'Home' sign was one painted on the south side of the building. The "Home Oil Company" would apparently give the building a new coat of

paint every 2 years or so. The colour was white with a band of red as a 15" high 'skirt' around the building.

2.3 Character Defining Elements

Key elements that define the heritage character of Bulman's Garage include its:

- location adjacent to Harvie Road;
- modest commercial form, scale, and massing as expressed by its one-storey height, stepped parapets on three sides, lack of roof projections, and flat roof (which is visible only from the back (west) side of the building);
- wood frame construction;
- three work bays opening onto the road;
- larger centre bay door on barn hardware flanked by two smaller hung doors;
- wooden drop siding and simple rectangular lumber profile trim (no mouldings);
- original single-paned wood frame windows with muntin bars; and
- external brick chimney.

3.0 REHABILITATION PROPOSED

The proposed rehabilitation will see the Garage moved from its present location (it currently extends 2 meters into the road allowance) back onto the lot and converted into a convenience store as part of a new service station. The relocation of the Garage will be undertaken by a building moving company experienced in this type of work. The alterations to the exterior will be limited to the rear (west) elevation and will consist of a new double door installed in place of the existing centre window and a glass canopy installed along the length of the west façade. The orientation of the Garage to the street will remain the same with the three garage bay doors facing the street. The original painted signage on the street side façade will be restored (see historic photos) with 'Bulman's Garage' in the centre and 'Repairs' and 'Welding' on either side. New signs will be subject to the approval of the City. The interior of the garage has 2x6 studs and the 1x6 diagonal sheathing visible. Restoration work will consist only of the exterior siding, trim, doors and windows. The rear (west) side which has only sheathing will receive new siding to match the existing siding on the other facades.

4.0 EXTERIOR RESTORATION PROPOSED

A. Siding and Trim

Existing Condition: The existing siding and trim has been unpainted for approximately 20 years and very little paint remains. The wood is weathered and rough due to exposure over time.

Method of Restoration: Remove all loose paint manually by performing a light scraping. Smoothing out the surface will be done with an orbital hand sander with 100 grit to begin and 220 grit for final sanding, taking care to remove as little wood as possible. Wood repair methods are to be compatible with the *Standards and Guidelines for the Conservation of Historic places in Canada*, Section 4.5 Guidelines for Materials, Article 4.5.2 Wood and Wood Products.

Painting: Apply a coat of alkyd based primer followed by two coats of semi-gloss latex as follows.

Body - Benjamin Moore # 2143-70 'Simply White'
Window Sash - Benjamin Moore # 2143-70 'Simply White'
Trim - Benjamin Moore # 2143-70 'Simply White'
Skirting (15 in.) - Benjamin Moore # 2000-10 'Red'

B. Missing or Decayed Siding and Trim

New siding and trim is to be manufactured from red cedar to match the missing and decayed pieces. The west side of the building, which never had siding, will receive new siding to match the existing siding on the other facades. Moisture content of siding is to be stabilized at the level which will prevail during its service life.

Painting: Apply a coat of alkyd based primer followed by two coats of semi-gloss latex as follows.

Body - Benjamin Moore # 2143-70 'Simply White'
Window Sash - Benjamin Moore # 2143-70 'Simply White'
Trim - Benjamin Moore # 2143-70 'Simply White'
Skirting (15 in.) - Benjamin Moore # 2000-10 'Red'

C. Man Door

The man door will be repaired to replace decayed wood at the bottom.

Painting: Apply a coat of alkyd based primer followed by two coats of semi-gloss latex as follows.

Door - Benjamin Moore # 2143-70 'Simply White'
Skirting (15 in.) - Benjamin Moore # 2000-10 'Red'

D. Garage Doors

Existing Condition: All 3 large doors are plywood whereas the original doors were constructed similar to the man door using vertical tongue and groove boards overlaid with a stile and rail framework. The central door runs on an exterior barn door style track which allows the door to travel both sides of the opening where as the early photos show the track extending only to the south.

Method of Restoration: All three doors will be rebuilt to match the early photos. The hardware will be restored and reused. The doors will be fixed in the closed position. The two smaller doors will become fixed panels with insulated walls behind them.

Painting: Apply a coat of alkyd based primer followed by two coats of semi-gloss latex as follows.

Garage Doors - Benjamin Moore # 2143-70 'Simply White'
Skirting (15 in.) - Benjamin Moore # 2000-10 'Red'

E. Chimney

Existing Condition: The chimney is in poor condition and will be dismantled and the bricks salvaged.

Method of Restoration: The chimney will be reconstructed using the salvaged bricks and new mortar to match existing. The location of the chimney will be the same relative to the building.

F. Roof

Existing Condition: The existing roof is a roll roofing in very poor condition and currently covered with a tarp.

Method of Restoration: The roof will be stripped and repairs will have to be assessed at that time. The new roof will be SBS roll roofing (colour – black) which has a similar appearance to the existing. Note: the roofing is not visible from street level.

G. Windows

Existing Condition: The windows are wood construction, single pane windows, divided with wood muntin bars. Some are missing glass and muntin bars.

Method of Restoration: Windows having the complete sash will be restored and new glass will be installed where missing. Windows with missing muntin bars will have new muntin bars installed to match the original in profile and size.

New sealed glass units will be installed behind the restored original windows. The sealed units will be held in place with $\frac{3}{4}$ " x $\frac{3}{4}$ " wood stops.

Painting: Apply a coat of alkyd based primer followed by two coats of semi-gloss latex as follows.

Window Sash - Benjamin Moore # 2143-70 'Simply White'
Trim - Benjamin Moore # 2143-70 'Simply White'

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5.0 PHOTOGRAPHS



April 2011



April 2011



April 2011



April 2011



April 2011



April 2011



April 2011



Photo from Jim Bulman

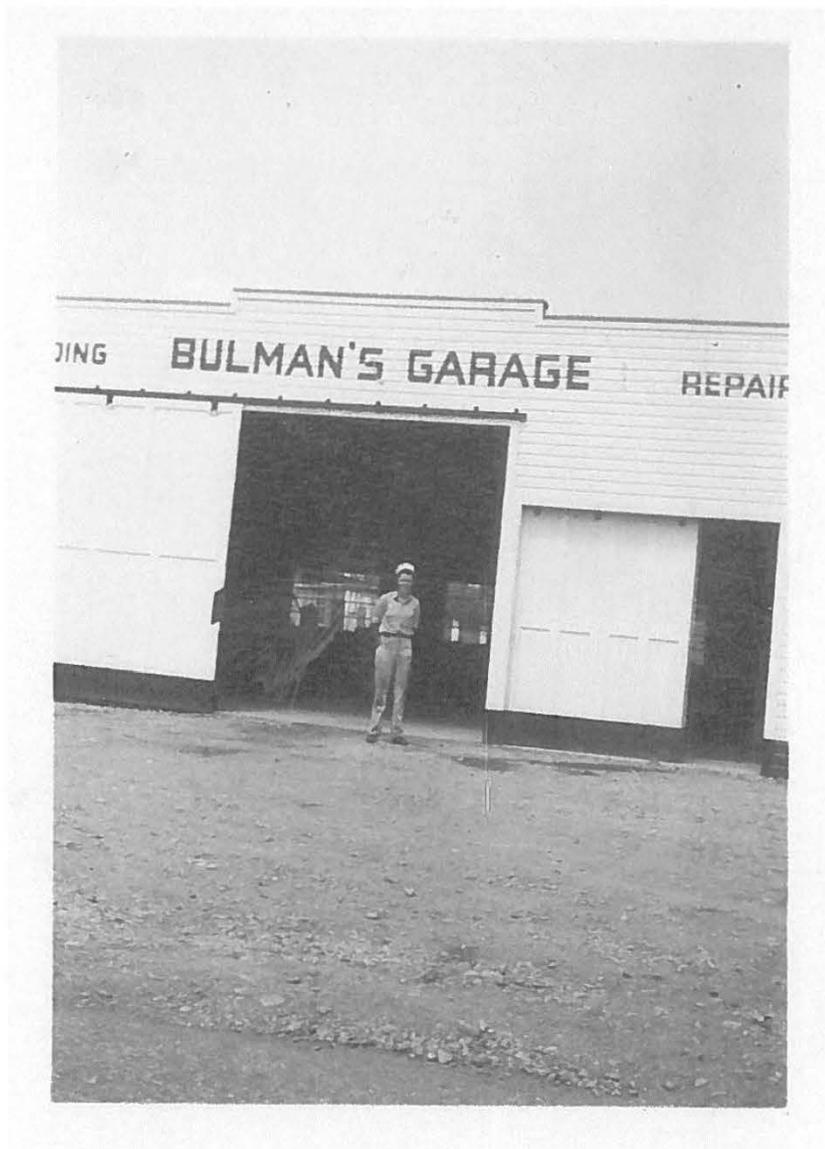


Photo from Jim Bulman



Photo from Jim Bulman

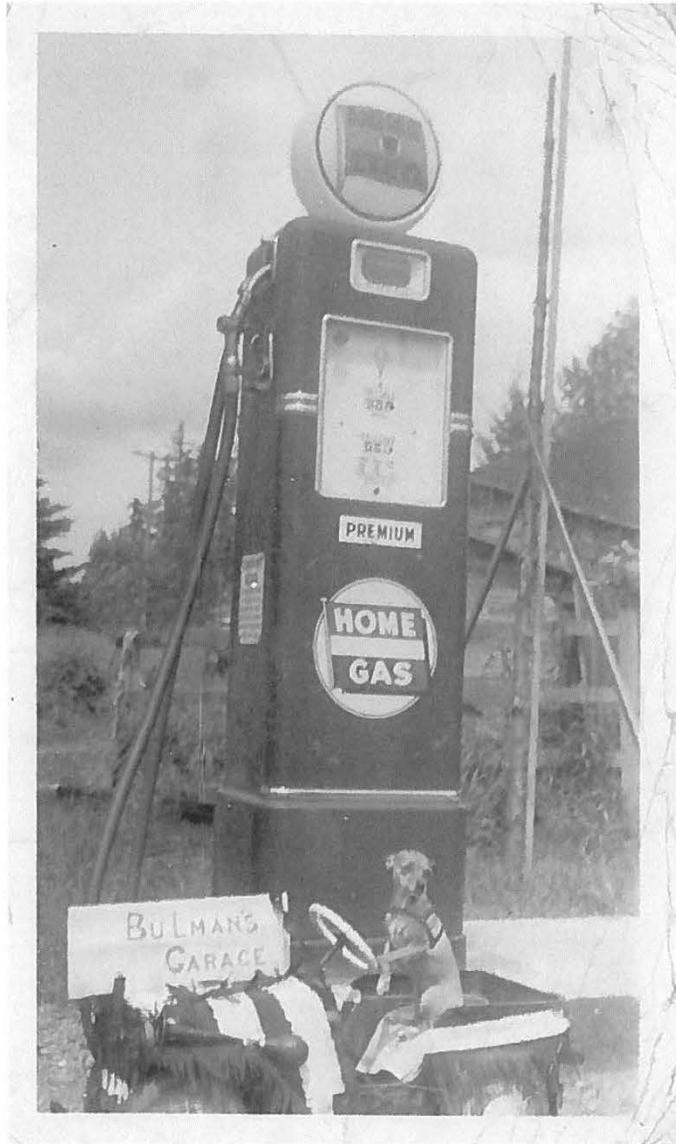
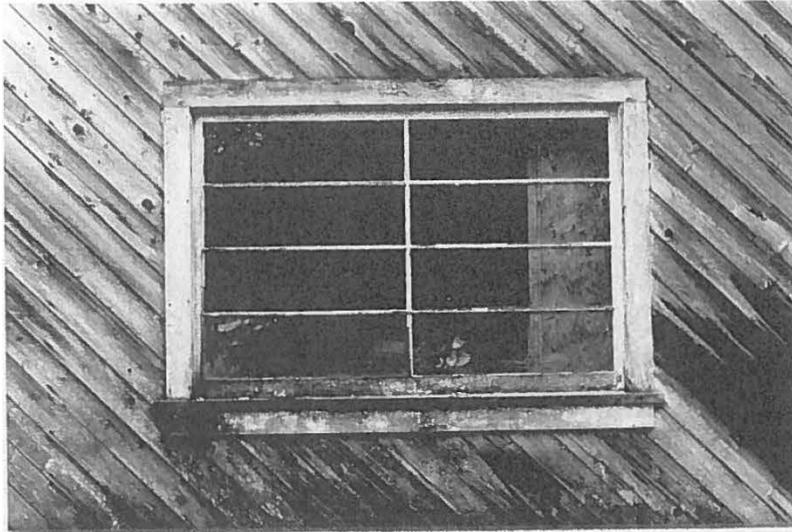
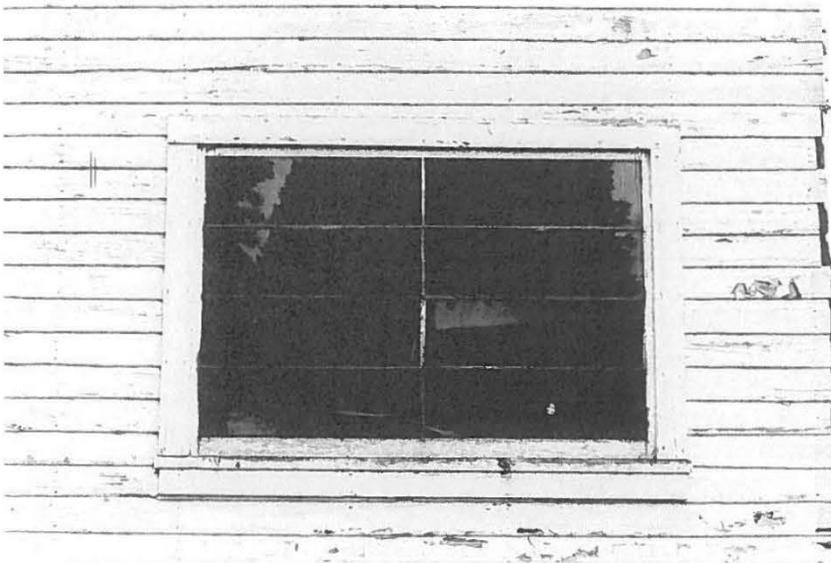


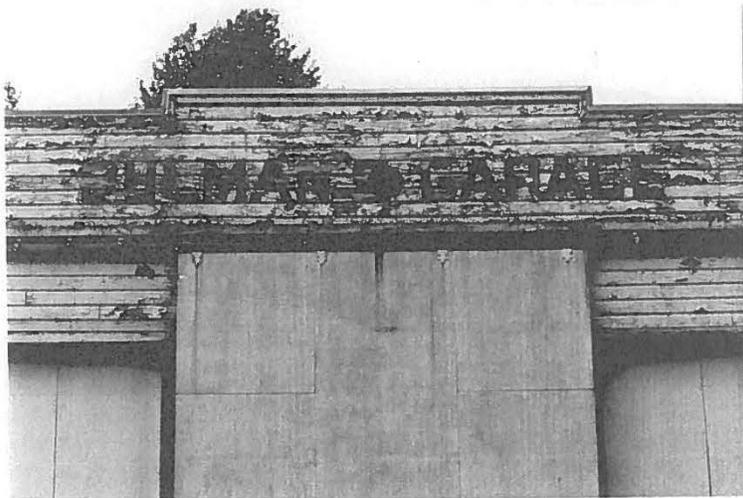
Photo from Jim Bulman



Surrey Archives



Surrey Archives



Surrey Archives



Surrey Archives

Appendix "C"

VARIATION TO BY-LAWS

1. Section F Setbacks of Part 42 Combined Service Gasoline Station Zone (CG-2) of Surrey Zoning By-law, 1993, No. 12000 , as amended is varied or supplemented as follows:

The minimum *side yard setback* on a *flanking street* for the *principal building* is reduced from 12.0 metres (40 ft.) to 0 metres.

2. Surrey Subdivision and Development By-law, 1986, No. 8830, as amended is varied as follows:

Table 1 is relaxed to permit an on-site alternate sewage disposal system.

3. Surrey Sign By-law, 1999, No. 13656, as amended is varied or supplemented as follows:

Part 6, Signs in Gasoline Service Stations, Section 31(2)(a) – The number of *fascia signs* permitted is increased from 2 to 4.

Part 6, Signs in Gasoline Service Stations, Section 31(3)(a) – The number of *pump island canopy signs* permitted on the *lot* is increased to 4.

(Note: Terms used in Appendix "C" of this Agreement that are italicized are defined in Surrey Zoning By-law, 1993, No. 12000 , as amended and Surrey Sign By-law, 1999, No. 13656, as amended.)