

CITY OF SURREY

BYLAW NO. 20262

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

WHEREAS:

- A. The Council may by bylaw pursuant to Part 15 of the *Local Government Act*, R.S.B.C. 2015, c.1, 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:

Portion of PID: 004-613-422  
Lot 22 Section 4 Township 8 New Westminster District Plan 58597

(Portion 5418 – 184 Street)

(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, 2020 , No. 20262".

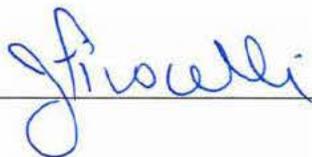
PASSED FIRST READING on the 21st day of December, 2020 .

PASSED SECOND READING on the 21st day of December, 2020.

PASSED THIRD READING, as amended on the 11th day of April, 2022.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 11th day of April, 2022.

  
\_\_\_\_\_ MAYOR

  
\_\_\_\_\_ CLERK

SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement By-law, 2020 No. 20262]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the 11 day of April, 2022

BETWEEN:



(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:

Portion of Parcel Identifier: 004-613-422  
Lot 22 Section 4 Township 8 New Westminster District Plan 58597

(Portion of 5418 - 184 Street)

Portion of describe lands as Lot 22 Section 4 Township 8, New Westminster District Plan 58597 containing 1862.6 square metres, shown outlined on the survey plan attached hereto as Schedule A, prepared by Gregory Marston, B.C.K.S on the 5<sup>th</sup> day of October, 2020, and labelled as proposed Lot 1.

(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 "McGinn Engineering and Preservation Ltd. Plan"); and
- G. The improvements or features identified in the Conservation Plan as the Robert Dougal MacKenzie 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 610 of the Local Government Act, R.S.B.C. 2015, Chapter 1, 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 and the McGinn Engineering and Preservation Ltd. Plan form part of this Agreement. To the extent that the text, photographs, plans and drawings constituting the Conservation Plan or McGinn Engineering and Preservation Ltd. Plan require interpretation, the City shall be, in the first instance, the interpreter of the Conservation Plan and McGinn Engineering and Preservation Ltd. 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 and the McGinn Engineering and Preservation Ltd. Plan identify, detail and describe the character, extent and nature of the improvements and features on the Lands that have *heritage value* and *heritage character* including, but not limited to: Steep bell cast roof with large half-hipped front dormer; three exterior porches, including a full width and wrap around front porch, a back porch with hipped roof and an upper storey sleeping porch; original wood casement windows, with upper sash of diamond-pattern muntins glazed with patterned etched glass; wood shingle siding and wood trim; back porch with hipped roof; and, landscaped lot with hedge and mature shade trees in front, smaller trees in rear. Part II of the Conservation Plan and the McGinn Engineering and Preservation Ltd. Plan set 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 and McGinn Engineering and Preservation Ltd. Plan set out the standards and specifications for restoration, rehabilitation, replication, repair, replacement, or maintenance to be undertaken and completed pursuant to this Agreement.

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 restoration, rehabilitation, replication, repair, replacement or maintenance required by Parts I, II, and III of the Conservation Plan and the McGinn Engineering and Preservation Ltd. Plan shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out the Conservation Plan and the McGinn Engineering and Preservation Ltd. Plan.
- (c) All improvements identified in the Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards as set out in the Heritage Property Standards of Maintenance By-law, 2017, No. 18931, and in accordance with the guidelines and requirements set out in the Conservation Plan and McGinn Engineering and Preservation Ltd. 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: steep bell cast roof with large half-hipped front dormer; three exterior porches, including a full width and wrap around front porch, a back porch with hipped roof and an upper storey sleeping porch; original wood casement windows, with upper sash of diamond-pattern muntins glazed with patterned etched glass; wood shingle siding and wood trim; back porch with hipped roof; and, landscaped lot with hedge and mature shade trees in front, smaller trees in rear.; 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 \$18,667.01 indexed to the Vancouver Consumer Price Index (CPI) with 2020 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) Should the House become 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) Should the House 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 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.
- (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 and in the McGinn Engineering and Preservation Ltd. 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 and the McGinn Engineering and Preservation Ltd. 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").

**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 and the McGinn Engineering and Preservation Ltd. 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 the McGinn Engineering and Preservation Ltd. 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 non-performance 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 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 the McGinn Engineering and Preservation Ltd. 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, British Columbia V3T 1V8

If to the Owner:



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 the McGinn Engineering and Preservation Ltd. 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.

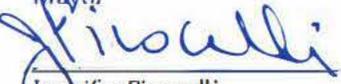
[Redacted Signature]

Per: [Redacted Signature]  
Authorized Signatory

CITY OF SURREY  

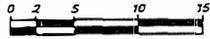

Doug McCallum

Mayor

  
Jennifer Ficocelli  
City Clerk

**BRITISH COLUMBIA LAND SURVEYOR'S  
CERTIFICATE OF LOCATION OF EXISTING  
STRUCTURE ON LOT 22  
SECTION 3 TOWNSHIP 8  
NEW WESTMINSTER DISTRICT PLAN 58597**

PC: 004-013-022  
CWC ADDRESS: 3418 184th STREET,  
SURVEY, B.C.



SCALE 1 : 250

ALL DISTANCES ARE IN METRES

EXISTING BUILDING AREA :  
 BASEMENT = 112.4 m<sup>2</sup>  
 MAIN FLOOR = 112.4 m<sup>2</sup>  
 UPPER FLOOR = 35.9 m<sup>2</sup>  
 TOTAL FLOOR = 260.7 m<sup>2</sup>  
 PROPOSED LOT 1 AREA = 1852.6 m<sup>2</sup>  
 FLOOR AREA RATIO:  
 260.7/1852.6 = 0.17  
 LOT COVERAGE:  
 MAIN FLOOR INCLUDING DECKS = 160.0 m<sup>2</sup>  
 (160.0/1852.6) \* 100% = 8%

BUILDINGS ENCRUISING ONTO PROPOSED LOT 1 TO BE  
 MOVED OR DEMOLISHED PRIOR TO FINAL SUBDIVISION.

**NOTES:**

UNREGISTERED INTERESTS HAVE NOT BEEN INCLUDED OR CONSIDERED

OFFSET DIMENSIONS ARE TO EXTERIOR OF MAIN FOUNDATION WALL  
 ARE PERPENDICULAR TO PROPOSED PROPERTY LINES UNLESS OTHERWISE NOTED

© APLIN & MARTIN 2020 ALL RIGHTS RESERVED  
 NO PERSON MAY COPY, REPRODUCE, REPUBLISH, TRANSMIT  
 OR ALTER THIS DOCUMENT, IN WHOLE OR IN PART, WITHOUT  
 THE EXPRESS WRITTEN CONSENT OF APLIN & MARTIN

THIS PLAN WAS PREPARED FOR FLOOR AREA RATIO COVERAGE PURPOSES  
 PARCEL BOUNDARY DIMENSIONS ARE DERIVED FROM PLAN 58597

THIS DOCUMENT SHOWS RELATIVE LOCATION OF THE SURVEYED  
 STRUCTURES AND FEATURES RELATIVE TO THE BOUNDARIES OF THE  
 PARCEL. THIS DOCUMENT SHALL NOT BE USED TO DETERMINE PROPERTY  
 LINES OR PROPERTY CORNERS

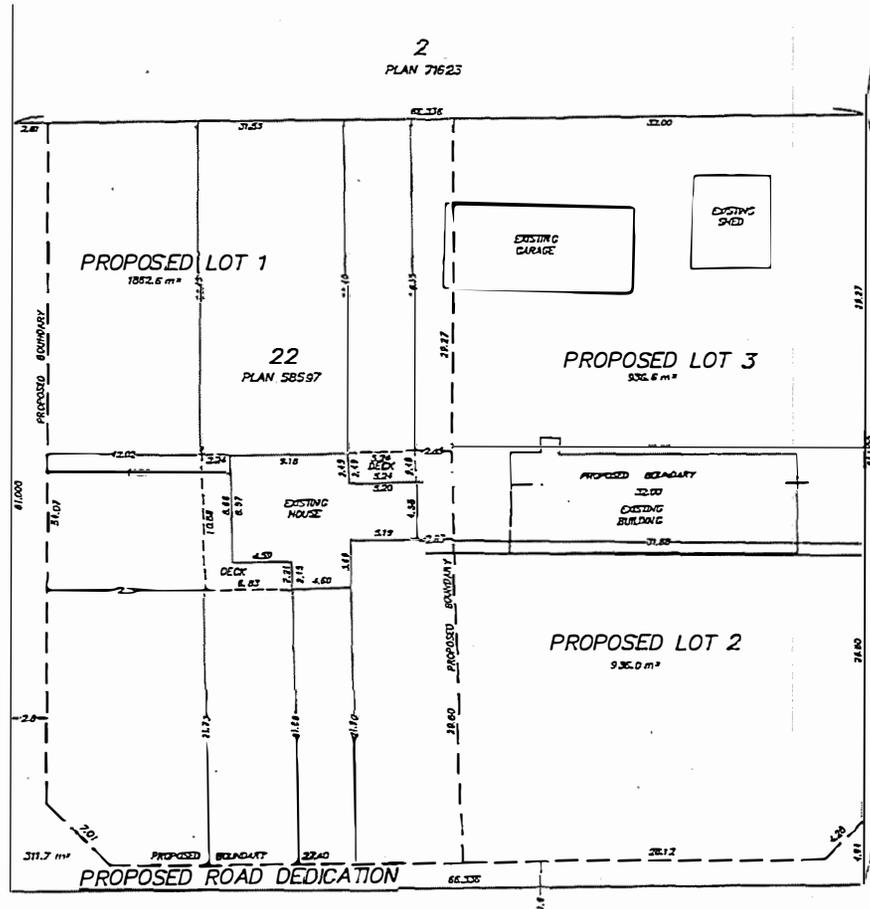
APLIN & MARTIN ACCEPT NO RESPONSIBILITY FOR AND HEREBY  
 DISCLAIM ALL OBLIGATIONS AND LIABILITIES FOR DAMAGES ARISING  
 OUT OF ANY DIRECT OR INDIRECT USE OR RELIANCE UPON THE PLAN  
 BEYOND ITS INTENDED USE

**APLIN & MARTIN**  
 GEOMATICS LAND SURVEYING LTD.  
 201, 124-48 BINGO AVENUE  
 SURVEY, B.C. V6W 3E2 604-597-9189

184th STREET

184A STREET

54th AVENUE



CERTIFIED CORRECT ACCORDING TO THE TITLE AND  
 SURVEY AUTHORITY ACT AND THE FIELD SURVEY  
 ACT AND THE PROFESSIONAL CODE, 2020.  
 24 SEP 2020 10:00 AM  
 SEAL  
 ORIGINALY SIGNED AND SEALED.  
 FILE 18-1011 CDE

## Appendix "A"

### CONSERVATION PLAN

#### PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

##### 1. Description of Historic Place

The Robert Dougal MacKenzie House was built by Robert Dougal MacKenzie in 1911 as a farmhouse on their 70 acre farm, while he and his family lived on the property in a cabin. This substantial farmhouse is believed to be the first house in Surrey with running water. The family lived in the house until 1918, when it was sold to John McIntyre, who is also a notable Surrey personage for his involvement in a wide range of community and agricultural activities and associations.

It is a substantial 1-1/2 storey shingle-clad, Craftsman Style residence with a broad side-gabled roof and large front hip dormer with two twinned double hung windows. A wide hip-roofed porch wraps the full front and half of the south elevation and there is an inset porch at the rear door as well.

##### 2. Heritage Value of Historic Place

Robert Dougal MacKenzie served as Reeve of Surrey from 1921 to 1923 and sold the house to John McIntyre in 1918, another prominent Surrey family.

The house has largely survived in its original condition and has been, generally, well maintained and is situated at the center of a one acre lot surrounded by suburban single family dwellings. It is an excellent example of a Craftsmen Style residence with its wrap-around porch, original windows of varying types including double-hung windows with distinctive elongated diamond muntined lights with coloured and textured glass, some original/early frame and panel half-light doors, shingled side-gable wall corbel, open eaves with exposed rafters, original porch post/balustrade detailing and a sawn cedar shingled roof. There have been second floor additions/alterations to the original projecting south gable main floor roof over the dining room, as well as over the original or early rear kitchen ground floor roof at the rear of the house. Surviving interior features include original wood floors, trim, stair, two fireplaces with mantels, high ceilings and the stair.

The site features a large front lawn, perimeter hedge and fourteen mature trees.

##### 3. Character Defining Elements

Key elements that define the heritage character of the Robert Dougal MacKenzie House include its:

- Steep bell cast roof with large half-hipped front dormer;
- Three exterior porches, including a full width and wrap around front porch, a back porch with hipped roof and an upper storey sleeping porch;
- Original wood casement windows, with upper sash of diamond-pattern muntins glazed with patterned etched glass;
- Wood shingle siding and wood trim;
- Sleeping porch;
- Back porch with hipped roof;

- Landscaped lot with hedge and mature shade trees in front, smaller trees in rear.

## PART II – MAINTENANCE STANDARDS AND PERMIT APPROVALS

### 1. General

#### A. Requirement to Commence Renovations

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

#### B. Maintenance Strategy

The strategy to ensure ongoing conservation of the House shall consist of a Maintenance Plan 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 authorizing the City to enter into this Agreement.

The Maintenance Plan and Funding Strategy for the House 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 House;

- (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 House.

**3. Timing and Phasing**

With respect to the phasing or timing of commencement or completion of action applying to the Lands, restoration of the House shall commence within 60 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 Owner shall insure that the restoration of the House shall be completed and a final occupancy permit or equivalent for the House 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 House, features on the Lands identified in the Conservation Plan, the McGinn Engineering and Preservation Ltd. 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 or the McGinn Engineering and Preservation Ltd. 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 House structure;
  - (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 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.

- D. Despite Heritage Designation Bylaw, 1986, No. 8791, the conservation requirements under this Heritage Revitalization Agreement Bylaw do not require a Heritage Alteration Permit.

## 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, the McGinn Engineering and Preservation Ltd. Plan, and with heritage alteration permits sanctioning construction, alterations or other actions.

As the House 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 and the McGinn Engineering and Preservation Ltd. 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 and the McGinn Engineering and Preservation Ltd. 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. Building Retention, Selective Demolition and Restoration:**

See Section 4.1 " Building Retention, Selective Demolition and Restoration " of the McGinn Engineering and Preservation Ltd. Plan.

**2. Porch Restoration:**

See Section 4.2 " Porch Restoration" of the McGinn Engineering and Preservation Ltd. Plan.

**3. Roof Surface:**

See Section 4.3 "Roof Surface" of the McGinn Engineering and Preservation Ltd. Plan.

**4. Seismic Anchoring of Basement Pony Wall:**

See Section 4.4 " Seismic Anchoring of Basement Pony Wall " of the McGinn Engineering and Preservation Ltd. Plan.

**5. Hazmat Remediation:**

See Section 4.5 " HAZMAT Remediation " of the McGinn Engineering and Preservation Ltd. Plan.

**6. Window Rehabilitation:**

See Section 4.6 " Window Rehabilitation " of the McGinn Engineering and Preservation Ltd. Plan.

**7. Cladding:**

See Section 4.7 "Cladding" of the McGinn Engineering and Preservation Ltd. Plan.

**8. New Electrical Service:**

See Section 4.8 "New Electrical Service" of the McGinn Engineering and Preservation Ltd. Plan.

**9. Chimney Restoration:**

See Section 4.9 "Chimney Restoration" of the McGinn Engineering and Preservation Ltd. Plan.

**10. Doors:**

See Section 4.10 "Doors" of the McGinn Engineering and Preservation Ltd. Plan.

**11. Exterior Painting**

See Section 4.11 "Exterior Painting" of the McGinn Engineering and Preservation Ltd. Plan.

The exterior paint colour shall be subject to the prior written approval of the City. If the colour of the House 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 House or heritage colours appropriate for the period of the House.

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.

Prior to final paint application, samples of the colours should be placed on the *building* to be viewed in natural light. Final colour selection can then be verified. Matching to any other paint company products should be verified by the heritage consultant.

**12. Rainwater Evacuation System**

See Section 4.12 "Rainwater Evacuation System" of the McGinn Engineering and Preservation Ltd. Plan.

**13. Porch Pendant Fixture**

See Section 4.13 "Porch Pendant Fixture" of the McGinn Engineering and Preservation Ltd. Plan.

**14. Landscape Features**

See Section 4.14 "Landscape Features" of the McGinn Engineering and Preservation Ltd. Plan.

**15. 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.

**16. Trees and Landscaping:**

All trees on the lot are subject to the provisions of the Surrey Tree Protection Bylaw, 2006, No. 16100 (the "Tree Bylaw") and considered to be "Protected Trees" under the Tree Bylaw.

**17. 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 restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Conservation Plan.

**18. Other:**

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 conservation architect or qualified heritage consultant acceptable to the City.

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.

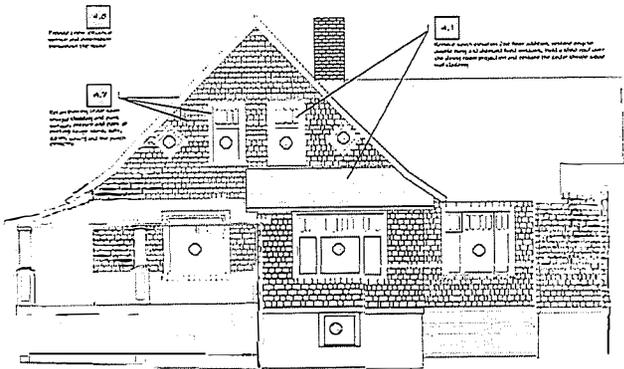
(Note: Terms used in Appendix "A" of this Agreement that are italicized are defined in Surrey Zoning By-law, 1993, No. 12000, as amended, and shall take their meaning from the By-law.)

Appendix "A-1"

PLANS AND ELEVATIONS

(Attachment beginning on the next page)

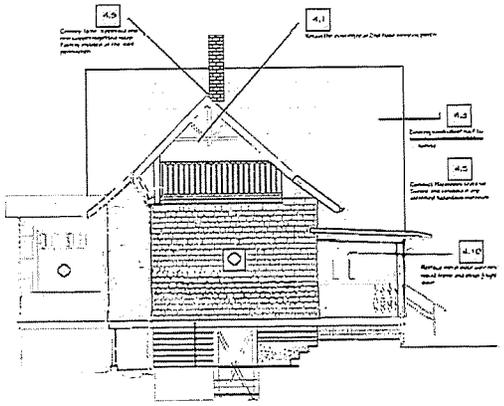




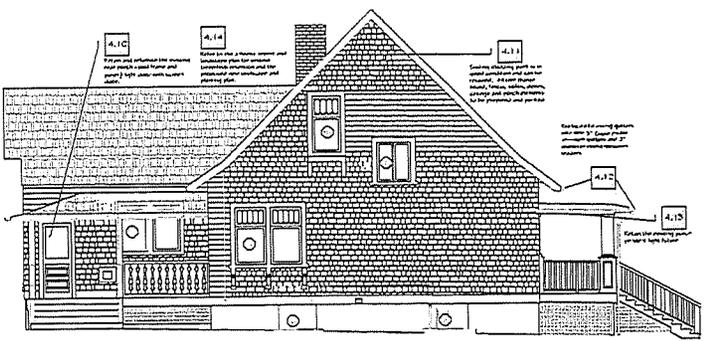
1 SOUTH ELEVATION  
SCALE: 3/4"=1'-0"



2 WEST ELEVATION  
SCALE: 3/4"=1'-0"



3 EAST ELEVATION  
SCALE: 3/4"=1'-0"



4 NORTH ELEVATION  
SCALE: 3/4"=1'-0"

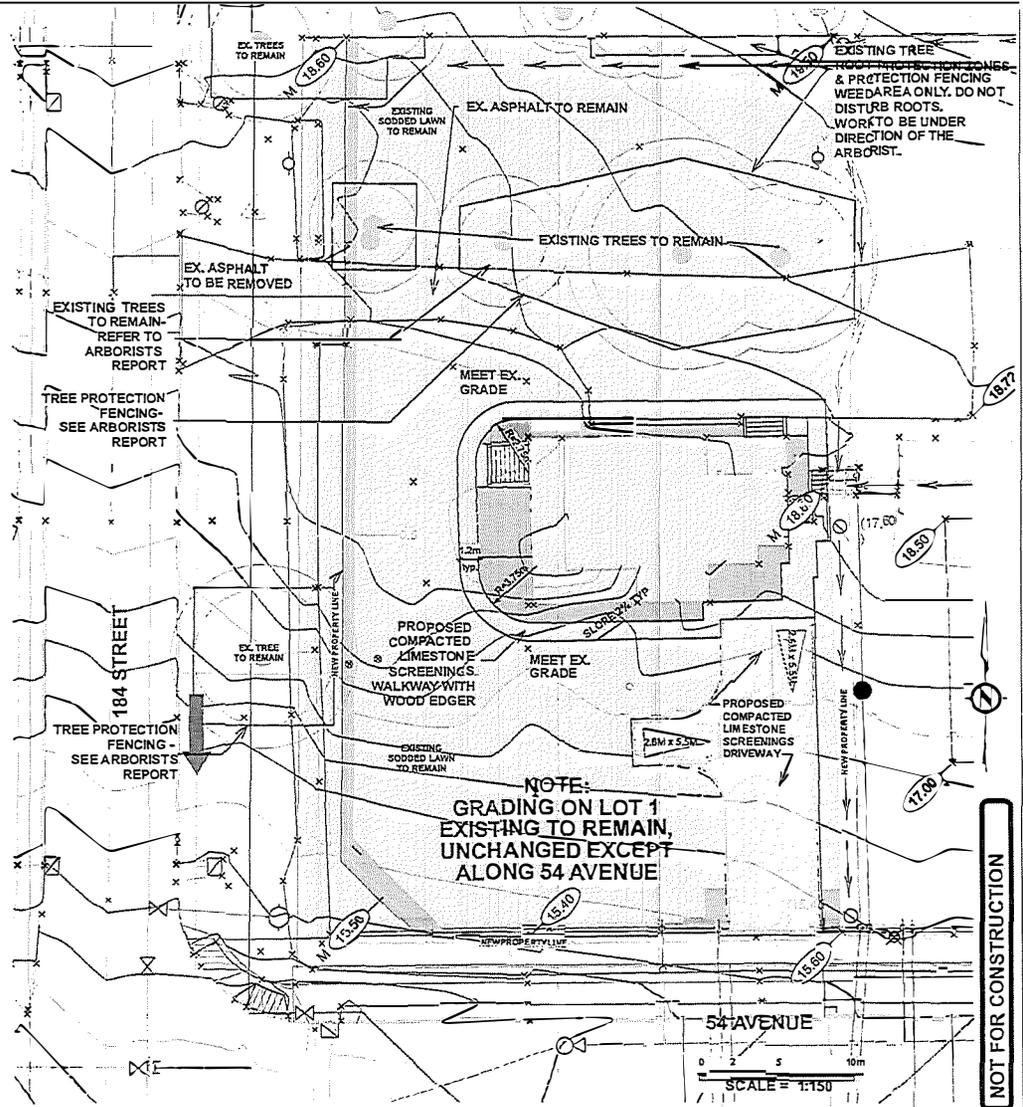
McClain Engineering & Preservation Ltd.  
Barry McClain Architect  
452-465 West Franklin St. Vancouver, B.C.  
V6B 4K7-5 604-675-1464 Fax 604-675-1477  
Web: www.mccleain.com

ALL DIMENSIONS RELATE TO EXISTING OR PROPOSED  
CONSTRUCTION UNLESS OTHERWISE NOTED.  
CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE  
B.C. BUILDING CODE AND ALL APPLICABLE  
REGULATIONS AND ORDINANCES.  
CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE  
B.C. BUILDING CODE PART 9.10.1.10.1.

NO.	DESCRIPTION	DATE
PROJECT	5418 184 ST SURREY CONSERVATION PLAN	
TITLE	PROPOSED ELEVATIONS	
DRAWN BY		
DATE		
SCALE	3/4"=1'-0"	
DWG#	A-PR-2-01	







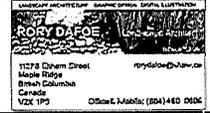
SITE GRADING DESIGN AND DRAWING  
 PROVIDED BY COASTLAND ENGINEERING  
 & SURVEYING LTD.  
 USED WITH PERMISSION

"NOTE: NO MODIFICATIONS TO THIS  
 DESIGN ARE PERMITTED WITHOUT  
 THE PRIOR CONSENT OF THE LANDSCAPE  
 ARCHITECT AND THE CITY OF SURREY.  
 CONTACT LANDSCAPE ARCHITECT PRIOR TO ANY  
 MODIFICATIONS OR DEPARTURES FROM THIS DESIGN."

LANDSCAPE ARCHITECTURE AND SURVEYING LTD.  
 11228 Edgem Street  
 Maple Ridge  
 British Columbia  
 Canada  
 V2X 1P9  
 Office: 604.885.8888 (804)460-0006

**NOTICE TO CONTRACTOR**  
 IT IS THE RESPONSIBILITY OF THE CONTRACTOR'S SURVEYOR TO VERIFY THAT ALL LEGAL  
 SURVEY DIMENSIONS SHOWN ON THE ENGINEER'S DRAWINGS AGREE WITH THOSE ON THE  
 REGISTERED LEGAL SURVEY PLAN. SHOULD THERE BE ANY DISCREPANCIES, THEN IMMEDIATELY  
 NOTIFY THE ENGINEER OF RECORD.

LEGAL DESCRIPTION: LOT 22, SECTION 4, TOWNSHIP 8, NEW WESTMINSTER DISTRICT, PLAN 25527				
S.M.	MONUMENT NO.	OCM 5722	ELEVATION:	33.738 METRES
LOCATED IN SURREY APPROXIMATELY 827 WEST OF MAIN STREET				
REV. NO.	DESCRIPTION	BY	DATE	APP.
1	REV'D. PER H.A.C. COMMENTS	RD	JUNY 2020	RD
2	REV'D. PER CITY COMMENTS	RD	DEC. 2021	RD
2	REV'D. PER CITY COMMENTS	RD	DEC. 2021	RD



CLIENT: SEAMAX DEVELOPMENT GROUP INC.  
 CONTACT: Allison Shore 604-767-5677  
 13227 King George Boulevard, Surrey, B.C.  
 Seamaxengp@gmail.com

PROJECT: HERITAGE PROPERTY RENOVATION  
 5415 184 STREET, SURREY, BC



DATE: 01/03/2020  
 SCALE: 1:150  
 PROJECT NO. L3

TITLE: GRADING PLAN		DESIGN: RD	CHECK: RD
PROJECT NO. L3		DRAWN: RD	APPR: RD
SCALE: 1:150		DRAWING DATE: JANUARY, 2020	
DRAWING NO. L3		SHEET NO. 01 of 03	
		REV. 01-DEC-27-21	

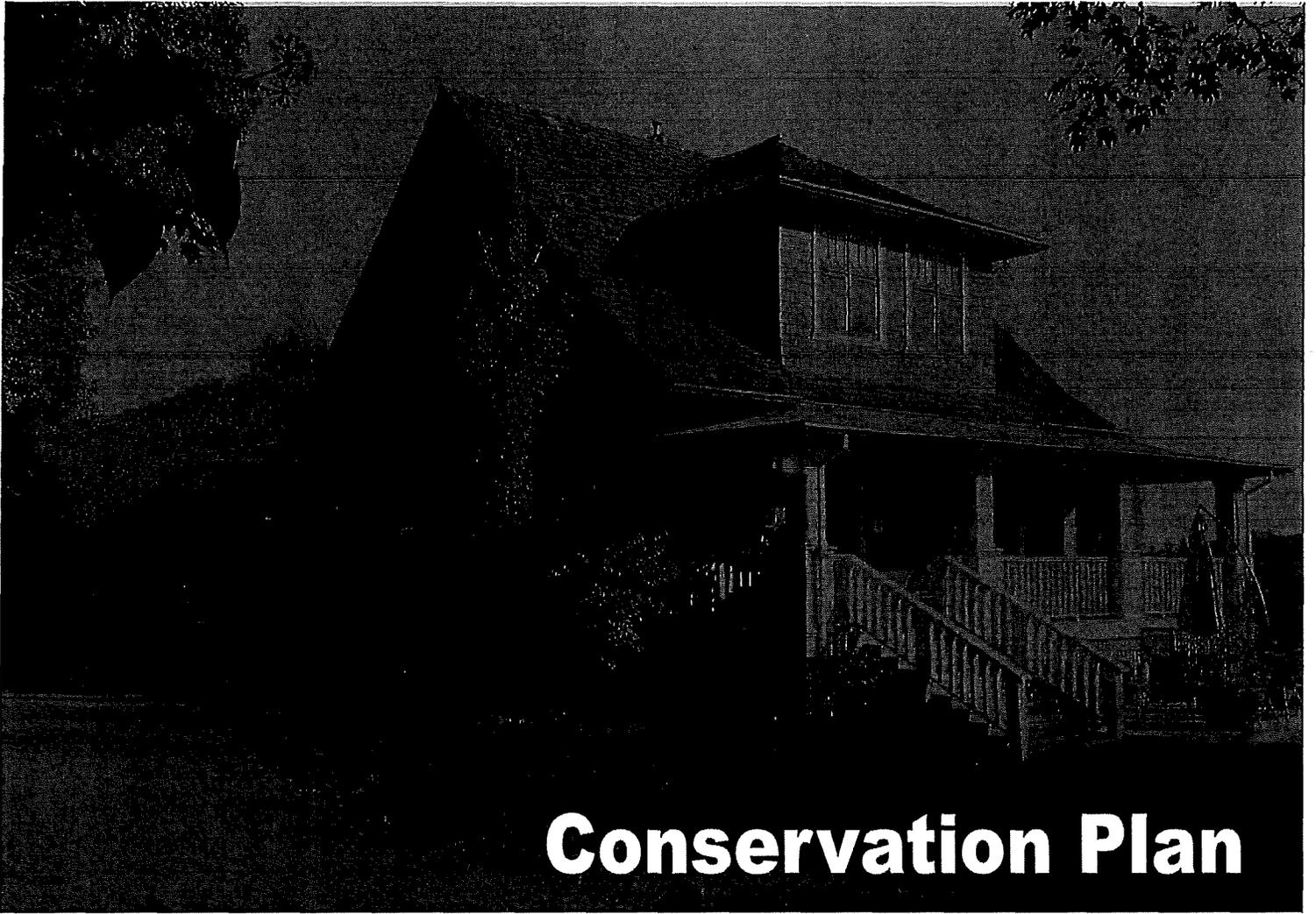
NOT FOR CONSTRUCTION

**Appendix "B"**

**HERITAGE CONSERVATION PLAN**  
**Robert Dougal MacKenzie House - 5418 184 Street**  
McGinn Engineering and Preservation Ltd. Plan., November 2020

(The "McGinn Engineering and Preservation Ltd. Plan ")

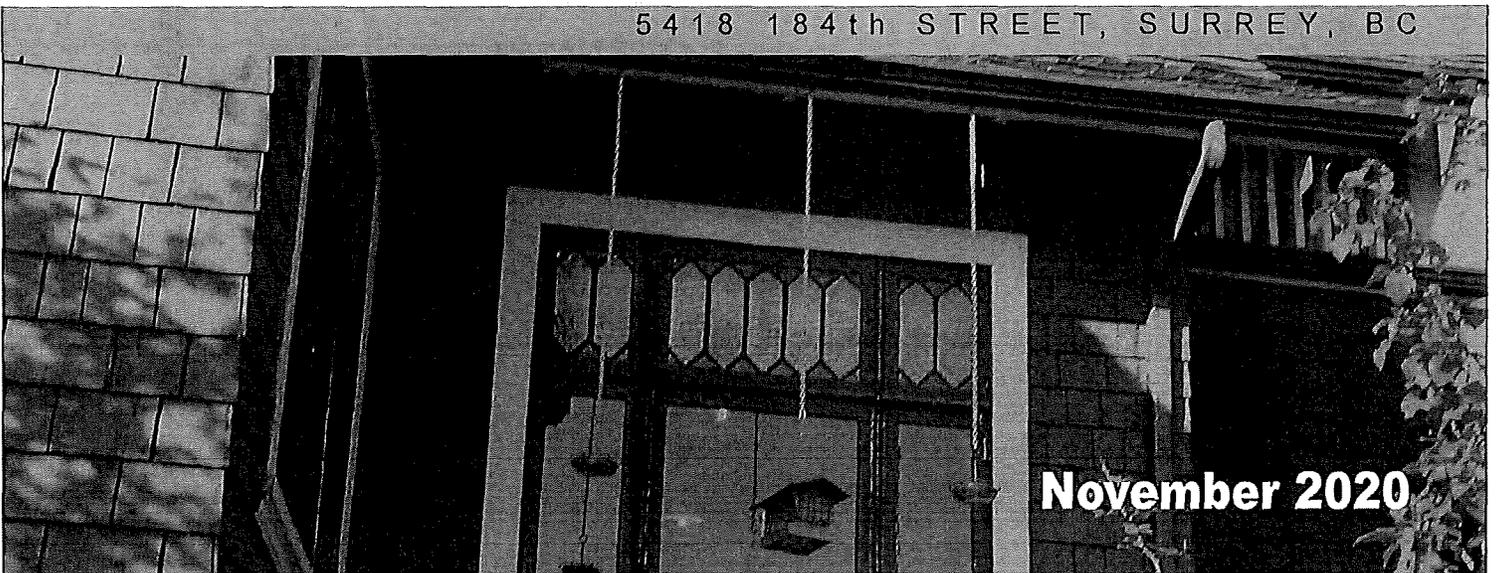
(Attachment beginning on the next page)



# Conservation Plan

ROBERT DOUGAL MACKENZIE HOUSE

5418 184th STREET, SURREY, BC



**November 2020**



McGinn Engineering &  
Preservation Ltd.  
Barry McGinn Architect.



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## 1 HERITAGE VALUE ASSESSMENT

*\* Heritage Value Assessment of the Robert Dougal MacKenzie House, 5418 184th St., Surrey, B.C., is adapted from a Preliminary Heritage Value Statement developed by Leslie Gilbert, Heritage Planning Consultant, dated December 17, 2018, City of Surrey web site "Heritage Sites in Cloverdale" and the City of Surrey Heritage Designation bylaw 8791, October 20, 1986.*

### 1.1 History/Description of Robert Dougal MacKenzie House, 5418 184<sup>th</sup> Street, Surrey

The Robert Dougal MacKenzie House was built by Robert Dougal MacKenzie in 1911 as a farmhouse on their 70 acre farm, while he and his family lived on the property in a cabin. This substantial farmhouse is believed to be the first house in Surrey with running water. The family lived in the house until 1918, when it was sold to John McIntyre, who is also a notable Surrey personage for his involvement in a wide range of community and agricultural activities and associations.



It is a substantial 1-1/2 storey shingle-clad, Craftsman Style residence with a broad side-gabled roof and large front hip dormer with two twinned double hung windows. A wide hip-roofed porch wraps the full front and half of the south elevation and there is an inset porch at the rear door as well.

## **1.2 Summary of Heritage Value**

Robert Dougal MacKenzie served as Reeve of Surrey from 1921 to 1923 and sold the house to John McIntyre in 1918, another prominent Surrey family.

The house has largely survived in its original condition and has been, generally, well maintained and is situated at the center of a one acre lot surrounded by suburban single family dwellings. It is an excellent example of a Craftsmen Style residence with its wrap-around porch, original windows of varying types including double-hung windows with distinctive elongated diamond muntined lights with coloured and textured glass, some original/early frame and panel half-light doors, shingled side-gable wall corbel, open eaves with exposed rafters, original porch post/balustrade detailing and a sawn cedar shingled roof. There have been second floor additions/alterations to the original projecting south gable main floor roof over the dining room, as well as over the original or early rear kitchen ground floor roof at the rear of the house. Surviving interior features include original wood floors, trim, stair, two fireplaces with mantels, high ceilings and the stair.

The site features a large front lawn, perimeter hedge and fourteen mature trees; an arborist report has been completed assessing these elements.

## **1.3 Character Defining Elements**

The character-defining elements of the Robert Dougal MacKenzie House, as adapted from the current Statement of Significance, include:

- Steep bell cast roof with large half-hipped front dormer,
- Three exterior porches, including a full width and wrap around front porch, a back porch with hipped roof and an upper storey sleeping porch,
- Original wood casement windows, with upper sash of diamond-pattern muntins glazed with patterned etched glass,
- Wood shingle siding and wood trim,
- Sleeping porch,
- Back porch with hipped roof,
- Landscaped lot with hedge and mature shade trees in front, smaller trees in rear

## 2 POLICY FRAMEWORK

### 2.1 Heritage Designation

The Robert Dougal MacKenzie House (1911), located at 5418 184<sup>th</sup> Street, is site#24 on the City of Surrey's Heritage Register, registered on June 3, 1997. The house and site was a designated as a Municipal Heritage Site as part of By-law No. 8791 on October 20, 1986.

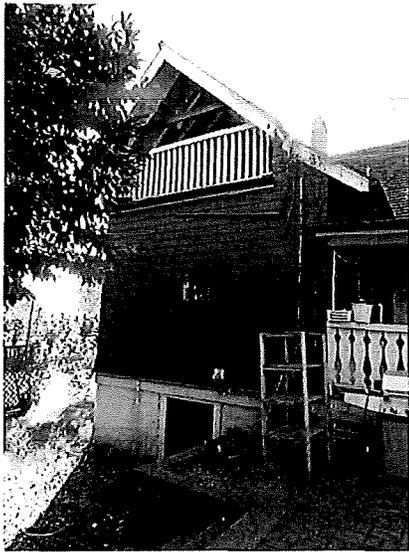
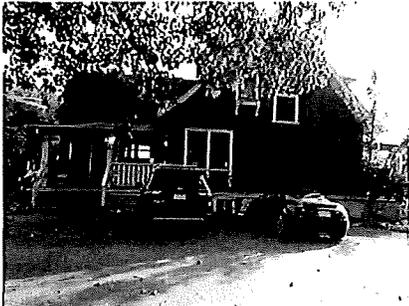
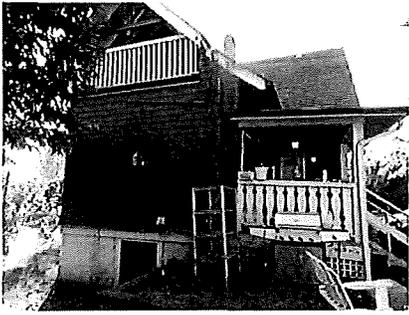
### 2.2 Current Zoning Designation

The Robert D. MacKenzie House is currently in an RS zone.

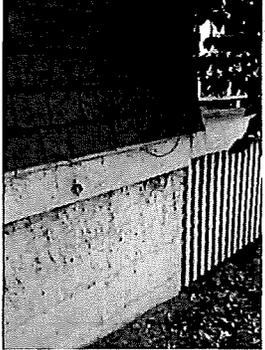
## 3 CONDITION ASSESSMENT

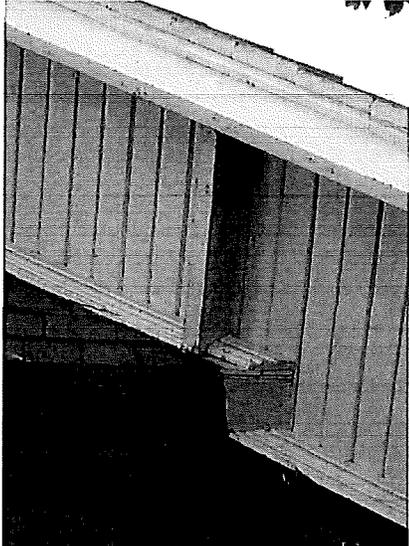
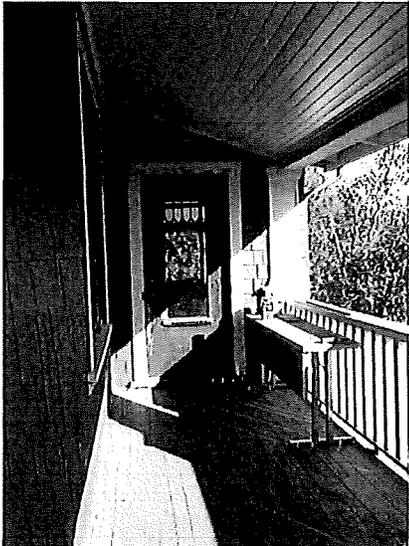
CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
3.1.1	Form, Scale & Massing	<p>Viewed from the drive from 184<sup>th</sup> Street side, no significant alterations to the original form and massing are visible. The dominant bell cast cross gable main roof with a large half-hip roofed central 2<sup>nd</sup> floor dormer on the front, and a hip-roofed wrap around porch are the dominant massing elements and have survived in good condition. The house is situated on a board-formed concrete basement foundation and is not showing any significant cracking or differential settlement. The main house level is approximately 4' above grade on the front and north and 7' above grade on the south, which contributes to the house's site presence and provides fine views out from the porch.</p> <p>An original gable-roof over the dining room projection on the south elevation has been altered to extend this mass up for a second floor room addition. It is an awkward and unattractive massing element that detracts from the original symmetry of this end wall. Originally the fixed-over-casement window and diamond fixed window configuration visible on the west side of the south gable wall would</p>	 



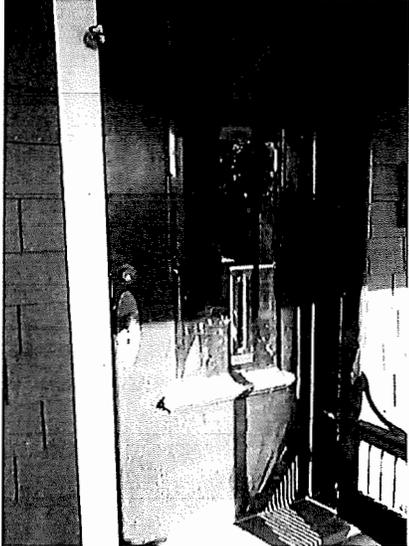
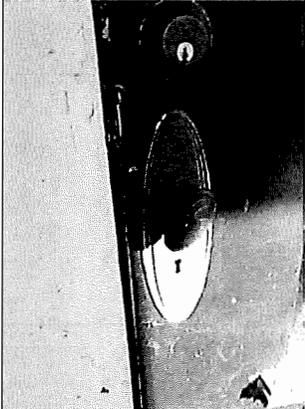
CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
		<p>have repeated on the east side.</p> <p>The porch columns and balustrade appear largely original.</p> <p>The rear gable-roofed kitchen mass is original or quite early; the foundation is board-formed concrete. An open sleeping porch incorporating a truss element, wood balustrade and gable roof extension are fairly recent alterations and do not detract from the character of the house.</p> <p>The rear porch post supports have been repaired through jacking the roof beam level from the porch floor, and reinstating them with longer posts/cladding, without taking some of the settlement slope out of the porch floor, resulting in excessive slope to the porch floor.</p>	  



CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
3.1.2	Cladding, Fascia & Soffits	<p>The original sawn shingle wall cladding is in good condition, including the current paint coating.</p> <p>The corbelled gable detail and the swelled base at the water table are distinctive cladding features and in good condition.</p> <p>The swelled base with the water table molding and board are in good condition.</p> <p>The open eaves with clipped rafter tails, exposed 1"X4" T&amp;G soffit boarding and 2"X8" fascia are in excellent condition.</p> <p>The gutter and rainwater leader system are in place, acceptable replacements of the originals and working well.</p>	  

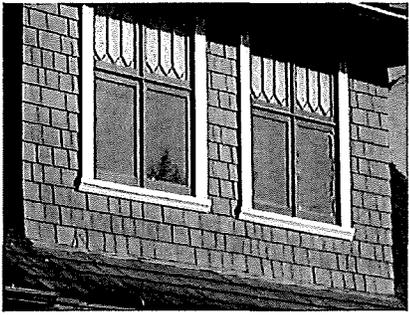
CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
		View of the gable eaves with corbelled upper wall cladding, gable beam, soffit moldings, V-groove T&G exposed soffit boards, simple shingle molding and edge of shingles.	
3.1.3	Doors	The two original porch ¾ light wood frame and panel doors have been altered with exterior overlays of painted plywood. The lights would have been set with a muntined or leaded light pattern reflecting the elongated hexagon motifs seen in nearly all of the fixed sash over the casement sash in the exterior walls.	

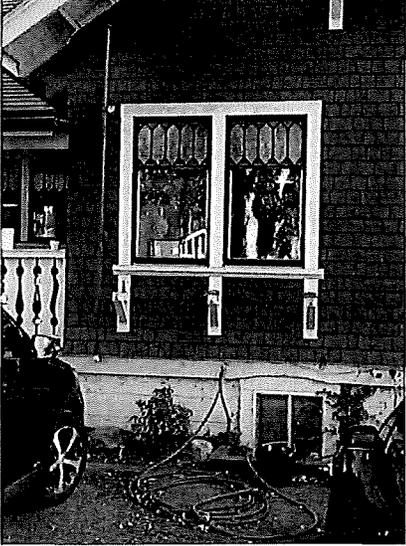


CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
		An early ornamental fretted screen door is installed on the main porch door.	
		The original front door mortise latch set, including the oval escutcheon plate and knob have survived, as well as a later deadbolt.	
			

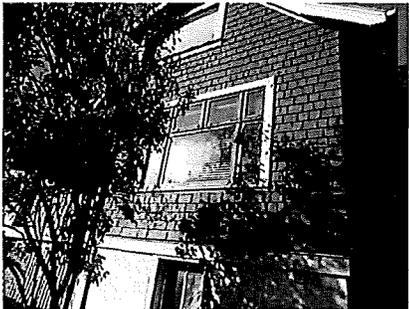
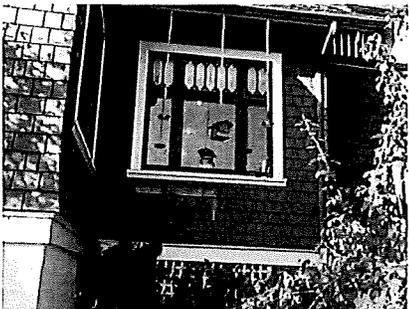


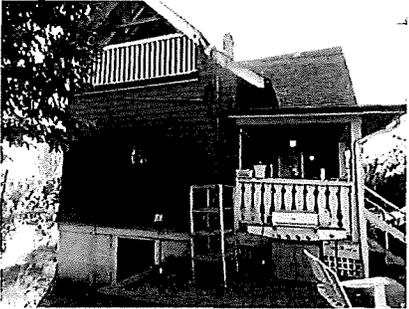
CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
		<p>The original or early rear kitchen 3 panel, half-light frame and panel survives; the 1/2 light has an early textured glass inset. A simple screen door is set on the exterior.</p>	
		<p>The rear entry door, visible at right in white with the lunette upper lights is contemporary and out of keeping with the building's heritage character.</p>	

CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
			
3.1.4	Windows	<p>The original wood lower casement with fixed lozenge-muntined upper sash featuring patterned etched glass have largely survived in fair condition.</p> <p>On the front hip dormer, imaged at right, the south sash of the south twinned window set requires proper reglazing with a linseed oil based glazing compound.</p> <p>All of the windows need to be prepared and painted.</p> <p>The north gable windows are in fair condition and the original flower box brackets are still in place.</p>	

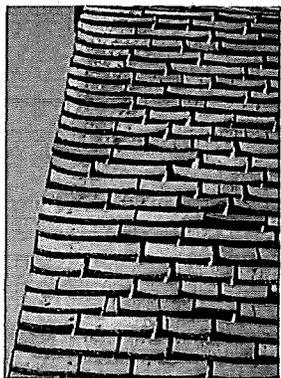
CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
		<p>The north elevation lower fixed-over-casement windows are in good condition and the flower box brackets have survived here as well.</p>	
		<p>The west fixed-over-casement window and fixed diamond window survive on the south upper gable, but the 2<sup>nd</sup> floor addition necessitated the removal of these two matching windows on the east side.</p>	



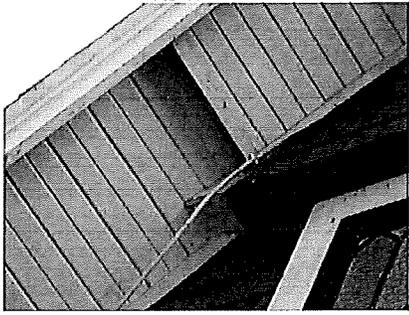
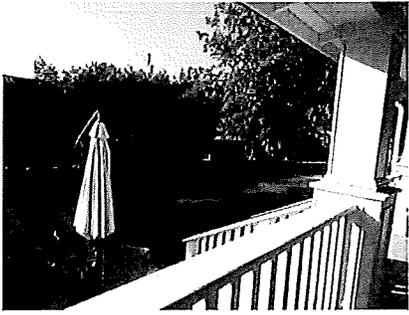
CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
		<p>The west window bank on the south elevation has suffered some loss of original upper fixed sash – all of the original lozenge muntined sash have been replaced. The casement windows flanking the center fixed window is in place. As in other south-facing windows, sun exposure has promoted weathering and these windows also need to be prepared and painted.</p> <p>The east window on the south elevation has entirely survived and is less weather damaged.</p>	  
		<p>The south window on east elevation, fixed lozenge-muntined twin sash over a fixed lower sash, is in good condition.</p>	

CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
			 
3.1.5	Roof Surface	The existing sawn cedar shingle roof surface is showing minor wear, with slight cracking and cupping of some shingles on heavily sun-exposed elevations. The roof surface still has considerable service life with an estimated 6 – 7 years of service life remaining.	



CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
			
3.1.6	Front Porch	The front wrap-around porch is strong character-defining element of the house and in generally good condition.	  

CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
		<p>There is general weathering and paint loss on surface that collect water. The lower rails of the balustrade are showing cracking and deterioration and will require selective replacement. The porch deck is showing open cracks at the joints and needs to be prepared with filler, removal of loose scale paint and recoated. The front stair treads, though not original, also need preparation and painting to avoid deterioration.</p>	
3.1.7	Chimney	<p>The existing brick chimney is in poor condition; there is significant mortar joint loss and moss/fern growth at upper mortar joints. Some brick spalling has occurred at corners. Galvanized sheet steel step flashing is still in place, but it is heavily weathered and the reglets are likely cracked and open. The chimney requires raking and repointing and new step flashing.</p>	
3.1.8	Rear Porch	<p>The rear porch is largely original, but as mentioned earlier, has been subject to some repairs that have resulted in a sloped deck. The existing guard is not original and likely more crude than the original.</p>	

CONDITION ASSESSMENT TABLE			
REF.	ELEMENT	DESCRIPTION/CONDITION	IMAGE REFERENCE
3.1.9	Paint Condition	The existing body paint (shingle) and most of the trim paint is in good to excellent condition. The Colour scheme is appropriate from a heritage perspective and has not changed appreciably from the original scheme, based on paint sliver analysis and review of early of the tonal differences in early black and white images.	
3.1.10	Landscape	With reference to the Arborist Report, the perimeter cedar hedge is nearing the end of its life expectancy and is showing signs of failure. Refer to the Arborist Report for the on-site tree assessment and recommendations.	

### 3.2 Proposed Conservation Strategies

The Parks Canada Standards & Guidelines for the Conservation of Historic Places in Canada (2010) has been adopted by the Government of B.C. and most Federal agencies, for the assessment of the treatment of historic places. Under the Standards and Guidelines, the conservation strategies proposed for the proposed façade restoration of the Robert Dougal MacKenzie House may include aspects of preservation, restoration and rehabilitation, as defined below:

#### *Preservation*

The action or process of protecting, maintaining and/or stabilizing the existing materials, form and integrity of an historic place or of an individual component, while protecting its heritage value.

#### *Restoration*

The action or process of accurately revealing, recovering, or representing the state of a historic place, or of an individual component, as it appeared in a particular period in its history, while protecting its heritage value.



### *Rehabilitation*

The action or process of making possible a continuing or compatible contemporary use of an historic place or an individual component, through repair, alterations, and/or additions, while protecting its heritage value.

In reality, all three of these conservation approaches will come into play in the proposed rehabilitation and upgrade of the Robert D. MacKenzie House.

## **4 UPGRADE PLAN**

### **4.1 Building Retention, Selective Demolition and Restoration**

As part of this heritage development, it is proposed to keep the existing Robert Dougal MacKenzie house in its current location, and return the building to as close to its original massing and configuration as possible through the removal of the east 2<sup>nd</sup> floor addition and window/door restoration.

### **4.2 Porch Restoration**

The distinctive wrap-around porch will be retained and restored.

### **4.3 Roof Surface**

The existing sawn cedar shingle roof surface still has considerable service life remaining and will be retained.

### **4.4 Seismic Anchoring of Basement Pony Wall**

The wood frame basement pony wall supported on the concrete foundation will be seismically upgraded to comply with Part 4 of the B.C. Building Code in terms of resistance to seismically-induced lateral loads and tie-downs.

### **4.5 HAZMAT Remediation**

A HAZMAT report will be conducted and any hazardous materials will be remediated.

### **4.6 Window Rehabilitation**

The distinctive wood lozenge-munited upper sash over fixed or casement lower sash will be restored. Missing windows on the upper south elevation will be restored when the 2<sup>nd</sup> floor addition is removed and the original exterior wall re-instated.

### **4.7 Cladding**

The existing cladding/trim is in generally good condition and will be preserved through preparation and painting of all windows, doors and the porch. The paint condition on the existing body (brown shingle) and most of the trim, including fascia, barge board, and open eaves is in good condition. The trim paint on windows/casings, doors/casing and many of the porch elements has deteriorated and will be prepared and re-painted to match the existing appropriate colour scheme.



**4.8 New Electrical Service**

A new electrical service connection will be made to the building and the service and distribution switchgear upgraded as required.

**4.9 Chimney Restoration**

The chimney will be retained and repointed. New stepped regletted chimney flashing will be installed.

**4.10 Doors**

The existing, likely original, two front porch doors will be retained and preserved. The rear porch kitchen entry door and screen door are early, if not original, and will be retained, prepared and painted. The existing west metal door will be replaced with a new wood frame and panel door with 1/2 light.

**4.11 Exterior Painting**

Existing shingle cladding, fascia, corner trim, and eave are in good condition. Windows & window casing, doors and door casing, and water table will be prepared and painted in the existing colours, which is an acceptable heritage colour scheme. New shingle cladding at the second floor south gable restoration will be painted to match the existing shingle cladding.

**4.12 Rainwater Evacuation System**

Installation of a new gutter on all roof eaves, including front entry porch, new downpipes directing rainwater to new splash pads will be provided.

**4.13 Porch Pendant Fixture**

The existing original or early porch pendant lighting fixture will be retained and preserved

**4.14 Landscape Features**

Landscape features as identified in the arborist report and landscape plan will be retained. As per the attached landscape plan, it is proposed to replace the perimeter cedar hedge with a new Yew hedge. This will afford advantageous views of restored house and address the issue of an aging/failing perimeter hedgtge.

**5 CONSERVATION STANDARDS**

The following are the standards that define the principles of good conservation practice, and an assessment of how they relate to the proposed interventions for the Robert D. MacKenzie House.

CONSERVATION STANDARD		CONSERVATION STRATEGY
GENERAL STANDARDS FOR ALL PROJECTS		
1	<i>Conserve the heritage value of a historic place. Do not remove, replace or substantially alter its intact or repairable character-defining elements. Do not move a part of a historic place if its current location is a character-defining element.</i>	The original heritage house will be restored to it's original configuration with the removal of the second floor south gable addition and retained in its original and existing location.



		The existing and failing cedar hedge on the street edges will be replaced with a new Yew hedge, as per the attached landscape plan. This will allow views into the site and restored heritage house from 184 <sup>th</sup> Street and 54 <sup>th</sup> Avenue.
2	<i>Conserve changes to a historic place, which over time, have become character-defining elements in their own right.</i>	The south second floor gable addition has not acquired a significant heritage value and its removal improves the overall character value of the Robert Dougal MacKenzie House.
3	<i>Conserve heritage value by adopting an approach calling for minimal intervention.</i>	The proposed interventions will restore the house to its early appearance or allow sensitive rehabilitation in keeping with the building's heritage value.
4	<i>Recognize each historic place as a physical record of its time, place &amp; use. Do not create a false sense of historic development by adding elements from other historic places or other properties, or by combining features of the same property that never coexisted.</i>	Proposed interventions will comply with this standard, but also allow respectful rehabilitation to meet modern standards for its continued use as a residence.
5	<i>Find a use for a historic place that requires minimal or not change to its character-defining elements.</i>	The proposed use as a residence allows for minimal intervention to the buildings, and focuses on preservation of existing heritage fabric and restoration of removed original features such as windows, window sash, exterior doors, and the second south gable wall and windows. No interior layout changes are planned and interior features such as window casings, baseboards and door casing will be retained and preserved.
6	<i>Protect, and if necessary, stabilize a historic place until any subsequent intervention is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbance of archaeological resources, take mitigation measures to limit damage and loss of information.</i>	The existing concrete foundation wall will be anchored to the main floor framing to meet Part 4 of the BC Building Code.
7	<i>Evaluate the existing condition of character-defining elements to determine the appropriate intervention needed. Use the gentlest means possible for any intervention. Respect heritage value when undertaking an intervention.</i>	This report identifies deficiencies and proposed interventions which retain or restore character-defining elements, and allow respectful rehabilitation to allow future use.
8	<i>Maintain character-defining on an on-going basis. Repair character-defining elements by reinforcing the materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving prototypes.</i>	A maintenance plan in compliance with this standard should be implemented.
9	<i>Make any intervention needed to preserve character-defining elements physically and visually compatible with the historic place and identifiable upon close inspection. Document any intervention</i>	This conservation plan will provide guidance on future interventions to ensure maintenance of the building's heritage character-defining elements.



	<i>for future reference.</i>	Implementation measures will allow for the oversight of an independent heritage consultant.
<b>ADDITIONAL STANDARDS RELATING TO REHABILITATION</b>		
10	<i>Repair rather than replace character-defining elements. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials, and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the historic place.</i>	The proposed intervention approach will comply with this Standard.
11	<i>Conserve the heritage value and character defining elements when creating any new additions to a historic place and any related new construction. Make the new work physically and visually compatible with, subordinate to, and distinguishable from the historic place.</i>	The existing rear 2 <sup>nd</sup> floor sleeping porch is a sensitive earlier intervention which generally preserves the house original massing and will be retained. It is also listed as a character-defining element in the Statement of Significance.
12	<i>Create any new additions or related new construction so that the essential form and integrity of a historic place will not be impaired if the new work is removed in the future.</i>	No new additions are planned.
<b>ADDITIONAL STANDARDS RELATING TO RESTORATION</b>		
13	<i>Repair rather than replace character-defining elements from the restoration period. Where character defining elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the forms, materials, and detailing of sound versions of the same elements.</i>	The proposed intervention approach will comply with this Standard.
14	<i>Replace missing features from the restoration period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.</i>	The existing heritage features remain intact and will be restored. Surviving windows provide a good template for the new window and sash replacements, as to the existing exterior doors for the new rear porch door replacement. Any new bricks used in the chimney repointing will match in module, colour and texture as matching salvage brick or new brick cut to size.

## 6 REFERENCES

Canadian Register of Historic Places. 5418 184<sup>th</sup> Street, Robert Dougal MacKenzie House,

Parks Canada (2010). *Standards and Guidelines for the Conservation of Historic Places in Canada*. Her Majesty the Queen in Right of Canada.



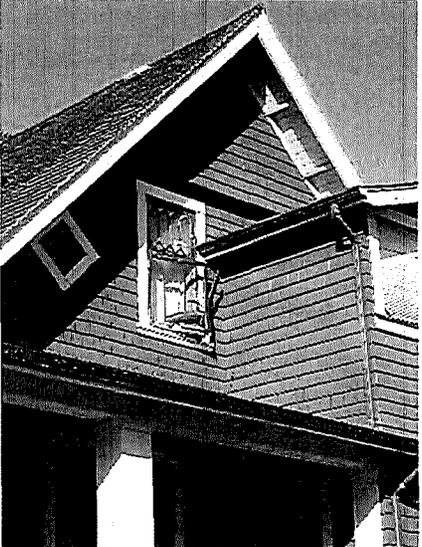
## **7 APPENDICES**

- 7.1 Rehabilitation Drawings**
- 7.2 Window Schedule**
- 7.3 Site/Landscape Plan**
- 7.4 Statement of Significance**

## 5418 184<sup>th</sup> Avenue, Surrey, Conservation Plan Window Schedule

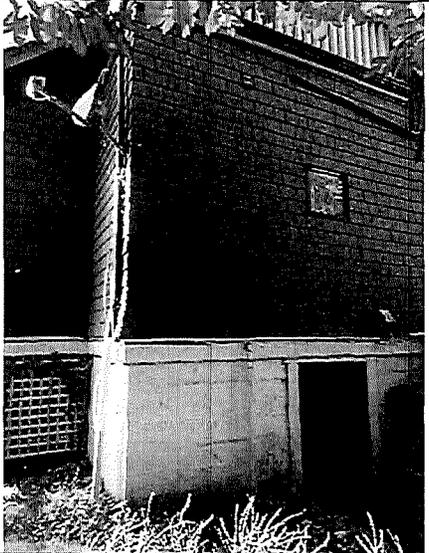
West Elevation				
Tag	Description	Condition	Remediation	Image
W1	Original twinned windows with wood lower casement sash and fixed lozenge-muntined upper sash featuring patterned etched glass	Fair Condition, isolated loss of original linseed oil glazing compound and paint loss/deterioration on sash, sill, frame and casing	Remove any loose dry glazing compound with your finger only and not a metal scraper and install new linseed oil glazing compound where missing. Scrape loose, aligating and curled paint on the sash, sill and frame with a plastic scraper following WorkSafeBC procedures for work in and around lead, prepare and paint.	
W2	Original twinned wood windows with lower casement sash and fixed lozenge-muntined upper sash featuring patterned etched glass	Fair Condition, isolated loss of original linseed oil glazing compound on three sash and full loss on the south lower sash and paint loss/deterioration on sash, sill, frame and casing	Remove any loose dry glazing compound with your finger only and not a metal scraper and install new linseed oil glazing compound where missing. Fully reglaze the south lower sash. Scrape loose, aligating and curled paint on the sash, sill and frame with a plastic scraper following WorkSafeBC procedures for work in and around lead, prepare and paint.	
W3	Original 1 over 1 wood casement windows	Good, paint surface deteriorated.	Prepare and paint	
W4	Original twinned wood windows with lower casement sash and fixed	Good, paint surface deteriorated.	Prepare and paint	

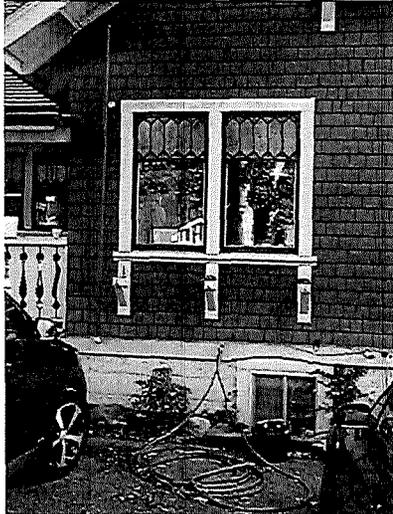
	lozenge-muntined upper sash featuring patterned etched glass			
<b>South Elevation</b>				
<b>Tag</b>	<b>Description</b>	<b>Condition</b>	<b>Remediation</b>	
S1	Original single wood window with lower casement sash and fixed lozenge-muntined upper sash featuring patterned etched glass	Good, paint surface deteriorated.	Prepare and paint	
S1a	Proposed new single wood window with lower casement sash and fixed lozenge-muntined upper sash featuring	New	New primed and painted matching S1	

	patterned etched glass matching S1			
S2	Original fixed wood diamond window	Good, paint surface deteriorated.	Prepare and paint	
S2a	Proposed new fixed wood diamond window matching S2	New	Primed and painted	
S3	Original twinned wood windows with lower casement sash and fixed lozenge-muntined upper sash featuring patterned etched glass	Good, paint surface deteriorated.	Prepare and paint	

<p>S4</p>	<p>Original 7 sash feature front room window bank consisting of a central large fixed lower window with flanking casements, smaller upper casements over the lower casements, and two smaller fixed sash over the large lower central sash.</p>	<p>Original sash in fair to poor condition showing significant paint loss. Lower casement and fixed sash are in fair condition. The upper sash bottom rails are all split and open at the joints and require replacement. The upper sash would have original been muntined in the elongated lozenge shape as the other upper sash in original windows in the house.</p>	<p>Replace the upper sash (4) in new wood upper sash, casements on the outside and fixed on the inside, and all sash are to have the elongated lozenge muntined profile.</p>	
<p>S5</p>	<p>Original 6 sash feature dining room window bank consisting of a central large fixed lower window with flanking casements, smaller upper casements over the lower casements, and two smaller fixed sash over the large lower central sash.</p>	<p>Good, paint surface deteriorated.</p>	<p>Prepare and paint</p>	

S6	Original/early wood muntined basement window	Good, paint surface deteriorated.	Prepare and paint	
<b>East Elevation</b>				
<b>Tag</b>	<b>Description</b>	<b>Condition</b>	<b>Remediation</b>	
E1	Original 3 sash feature dining room window bank consisting of a central large fixed lower window with, smaller upper fixed sash with fixed lozenge-muntined upper sash featuring patterned etched glass	Good, paint surface deteriorated.	Prepare and paint	

E2	Bathroom wood window	Fair condition – not original	Prepare and paint	
<b>North Elevation</b>				
<b>Tag</b>	<b>Description</b>	<b>Condition</b>	<b>Remediation</b>	
N1	Original single wood window with lower casement sash and fixed lozenge-muntined upper sash featuring patterned etched glass	good	Prepare and paint	

N2	Original wood casement stair landing windows	good	Prepare and paint	
N3	Original twinned wood window with lower casement sash and fixed lozenge-muntined upper sash featuring patterned etched glass	good	Prepare and paint	
N4	Original twinned wood window with lower casement sash and fixed lozenge-muntined upper sash featuring patterned etched glass	good	Prepare and paint	

<b>N5</b>	Original/early wood muntined basement window	Good, paint surface deteriorated.	Prepare and paint	
<b>N6</b>	Original/early wood muntined basement window	Good, paint surface deteriorated.	Prepare and paint	

**LOCATION OF SUPPORTING DOCUMENTATION**

Heritage Planning Files, City of Surrey

**CROSS-REFERENCE TO COLLECTION**

**FED/PROV/TERR IDENTIFIER**

DgRq 24

**STATUS**

Published

**RELATED PLACES**

n/a

**NEARBY PLACES**



**Cloverdale Elementary School**

17857 56 Avenue, Surrey, British Columbia

Cloverdale Elementary School is a rambling two storey, stucco clad wood frame school building...



**Cloverdale United Church**

17553 58A Avenue, Surrey, British Columbia

The Cloverdale United Church is a stucco clad Gothic Revival-inspired church with a later bell...



**Dr. Sinclair House**



Oops! Something  
went wrong.



Canada's  
Historic Places

A Federal, Provincial and Territorial Collaboration

### Robert Dougal MacKenzie House

5418 184th Street, Surrey, British Columbia, V3S, Canada

Formally Recognized: 1986/10/20



Oblique view.



#### OTHER NAME(S)

n/a

#### LINKS AND DOCUMENTS

[City of Surrey Heritage Register](#)

#### CONSTRUCTION DATE(S)

1911/01/01

LISTED ON THE CANADIAN REGISTER: 2004/11/10

#### STATEMENT OF SIGNIFICANCE

##### DESCRIPTION OF HISTORIC PLACE

The Robert Dougal MacKenzie House is a one-and-one-half-storey early Craftsman style home on a large, well-landscaped residential lot in the Cloverdale area of Surrey.

##### HERITAGE VALUE

The Robert Dougal MacKenzie House is valued for its connection to Robert Dougal MacKenzie, the home's first owner, after whom the home was named, as well as its connection to John McIntyre, the home's subsequent owner. Both men were known for their contributions to the local and regional community.

Both father, Duncan MacKenzie, and his son, Robert Dougal MacKenzie, made significant contributions to the development of Surrey, and were active in school, community, municipal, and provincial affairs. Robert Dougal MacKenzie, Reeve from 1921 to 1923, was also a farmer, and operated a successful 28 hectare farm, which afforded his family enough wealth for a substantial home. Built in 1911, this Early Craftsman style home is believed to be the first in Surrey to boast of running water. The MacKenzie family lived here until 1918 when it was sold to John McIntyre.

John McIntyre and his wife, Elizabeth, purchased the farm and soon became successful at mixed farming. McIntyre, a teacher by training, was heavily involved in regional farming organizations such as the Fraser Valley Milk Producers Association, and also founded the Surrey Cooperative Association. He was active in community affairs, serving on the Cloverdale Waterworks, Building Committee, and as Superintendent of the Surrey School Board.

The Robert Dougal MacKenzie House is also significant for its association with the development of the

Cloverdale area. Originally a small agricultural settlement, the local population expanded after Cloverdale became a stop on the New Westminster Southern Railway in 1891. The arrival of the Great Northern Railway and the BC Electric Railway and two highways made Cloverdale an important transportation junction and initiated major growth.

Source: Heritage Planning Files, City of Surrey

#### CHARACTER-DEFINING ELEMENTS

Key elements that define the heritage character of the Robert Dougal MacKenzie House include its:

- form, scale and massing
- cross gabled mass with steep pitch bell cast roof, full width front porch and large half hipped dormer
- wooden-sash, double-hung windows; upper sash is multi-paned leaded glass, and one small square window is turned 45 degrees to give a diamond shape on upper floor on the south side
- sleeping porch
- back porch with hipped roof
- shingle siding
- landscaped lot with hedge and mature shade trees in front, smaller trees in rear

#### RECOGNITION

##### JURISDICTION

British Columbia

##### RECOGNITION AUTHORITY

Local Governments (BC)

##### RECOGNITION STATUTE

Local Government Act, s.967

##### RECOGNITION TYPE

Heritage Designation

##### RECOGNITION DATE

1986/10/20

#### HISTORICAL INFORMATION

##### SIGNIFICANT DATE(S)

n/a

##### THEME - CATEGORY AND TYPE

Peopling the Land  
Settlement

##### FUNCTION - CATEGORY AND TYPE

###### CURRENT

Residence  
Single Dwelling

###### HISTORIC

##### ARCHITECT / DESIGNER

n/a

##### BUILDER

n/a

#### ADDITIONAL INFORMATION