

CITY OF SURREY

BY-LAW NO 16882

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

WHEREAS:

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

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

Parcel Identifier: 009-345-566
Lot 116 Section 36 Block 5 North Range 3 West New Westminster
District Plan 24613

11927 - 96A Avenue

(the "Lands");

C. The owner of the Lands and the City of Surrey have agreed on the nature, character and extent of the heritage value and heritage character of the Lands and on the nature, extent and form of conservation necessary to protect the heritage value and heritage character of the Lands;

NOW THEREFORE, the City Council of the City of Surrey, in open meeting assembled, enacts as follows:

1. The City is authorized to enter into that certain heritage revitalization agreement, including Schedule "A" and "B" attached thereto, appended to this By-law as Schedule "1" (the "Heritage Revitalization Agreement") in respect of the Lands.
2. The Mayor and the City Clerk are authorized on behalf of the City to sign the Heritage Revitalization Agreement and to register a notice on the title of the Lands.

3. Schedule "1" forms a part of this By-law.

4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2009, No. 16882"

READ A FIRST AND SECOND TIME on the 9th day of February, 2009.

READ A THIRD TIME ON THE 9th day of February, 2009.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 27th day of July, 2009.

_____ MAYOR

_____ CLERK

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SCHEDULE "1"

To City of Surrey Heritage Revitalization Agreement By-law, 2009, No.

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ___th day of _____, 200_

BETWEEN:

MAYFAIR REALTY LTD

3247 Canterbury Drive

Surrey, BC V3S 0J4

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,

and having offices at 14245 56th Avenue

Surrey, British Columbia, V3X 3A2

(the "City")

OF THE SECOND PART

WHEREAS:

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

Parcel Identifier: 009-345-566

Lot 116 Section 36 Block 5 North Range 3 West New Westminster

District Plan 24613

11927 - 96A Avenue

(the "Lands");

- B. The Owner and the City consider that the Lands have heritage value and heritage character;
- C. The Owner and the City desire to conserve the heritage value and heritage character of the Lands;

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

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

Conservation Plan

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

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

2. The Owner covenants and agrees to the following:
 - (a) No improvements or features on the Lands identified in the Conservation Plan as having heritage value or heritage character shall be altered including alterations required or authorized by this Agreement, except as agreed to by the City.
 - (b) Each action of relocation, renovation, 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 on the Lands as having heritage value and heritage character shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the Conservation Plan.
 - (d) In the event the 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 renovation of the House shall reflect the character-defining elements and design components including, but not limited to: residential form, scale and massing as expressed by its one and one-half storey height, L-shaped plan, multiple steeply-pitched gables, corner side entry porch, square bays; construction materials such as: concrete foundation; wood-frame construction with shingle siding at the basement level, and wide wooden-lapped siding on the remainder of the house; cornerboards; and watertable; Period Revival details such as: steeply-pitched multiple gables; red-brick internal chimney with chimney pots; triangular eave brackets; and pointed bargeboards with triangular motif; windows such as its multi-paned casement windows at the basement level; multi-paned casement windows in double and triple assembly; and associated landscape features such as mature plantings, coniferous and deciduous trees.
 - (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 (See Appendix 1). The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to reconstruct the House. The heritage alteration permit shall be subject to review and approval

by the Heritage Advisory Commission. If the design is not an exact replica, the massing and the style shall be similar to the original building, and a heritage alteration permit shall be required before a building permit can be issued for reconstruction to take place. The construction of the replica or replacement of the House shall reflect the character-defining elements and design components as described in Section 2 (d) 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, the Owner covenants and agrees to compensate the City for the loss in heritage value to the community in the amount of \$15,300 indexed to the Vancouver Consumer Price index (CPI) with 2007 being the base year, except that if the House is destroyed through natural causes, including but not limited to flood, earthquake and accidental fire as determined by the City in its sole discretion, and a replica is constructed by the Owner that is acceptable to the Heritage Advisory Commission or any successor decision making body in its sole discretion, then payment of compensation by the Owner to the City is not required.
- (g) If the House becomes vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the building and site including but not limited to, on-site security, monitored security alarm system, perimeter fencing and lighting, and boarding of windows and doors. The Owner of the Lands agrees to advise the City of any periods during which the House will be vacant for 30 days or more, provide in writing a 24-hour emergency contact number and confirm the security measures are in place. If the Owner fails to secure the House, the City may and is authorized 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 any authorized agent of the City may enter the Lands with reasonable notice for the purpose of undertaking the necessary works to secure the House and to conduct an inspection to determine that the security measures continue to be in place.
- (h) The Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions, as are necessary to ensure that the restrictions and requirements set out in Parts II and III of the Conservation Plan are fully observed, and the Owner shall not do, cause or allow to be done anything that would be in breach of the restrictions and requirements of this Agreement.
- (i) Where required by the City in a heritage alteration permit, the Owner shall provide security to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan.

Variation to By-laws

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

Construction and Maintenance

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

No Liability to City

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

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

Reasonable Care and Risk

6. The Owner shall at all times, in complying with the restrictions or requirements of this Agreement, take reasonable care not to injure any person or cause or allow damage to any property, and shall take reasonable care not to cause, suffer, permit or allow any condition to exist that might reasonably lead to, cause or result in injury to any person or

property including persons and property on lands adjacent to the Lands. It shall be the sole responsibility of the Owner to comply and maintain compliance with the restrictions and requirements in a safe manner, and without reasonably foreseeable risk to persons or property. Compliance with the restrictions and requirements in this Agreement shall be at the sole and exclusive risk and cost of the Owner.

Modification

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

Indemnity

8. The Owner shall at all times indemnify and save harmless the City and its elected and appointed officials, employees, contractors and agents (the "Indemnitees") 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 Indemnitees 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 of this Agreement, or by reason of any work or action of the Owner in performance of its obligations, or by reason of any wrongful act or omission, default or negligence of the Owner.

Alternative Remedies

9. Any performance by the City pursuant to a statutory right to perform the obligations of an Owner arising out of this Agreement may be exercised fully in accordance with the Local Government Act, and shall be without prejudice to any and all other remedies at law and equity available to the City, and no reference in this Agreement to, or exercise of any specific right or remedy by the City, shall preclude the City from exercising any other right or remedy.

Damages

10. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully relocate, restore, rehabilitate,

replace, repair or maintain the building, structure, improvements on or features of the Lands having heritage value and heritage character to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the restrictions and requirements, and the nature and extent of any relocation, renovation, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy a breach shall be determined by the City by reference to the Conservation Plan, and Sections 2 and 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 or remedies to the City.

Statutory Authority and Proprietary Rights

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

Compliance with Laws

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

If to the Owner:

MAYFAIR REALTY LTD
3247 Canterbury Drive
Surrey, BC V3S 0J4

If to the City:

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

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

Arbitration

15. The Owner, if dissatisfied with the City's interpretation of the Conservation Plan and any determination pursuant to Section 1(a) of this Agreement, may require that the matter be decided and determined by binding arbitration as follows:
- (a) The Owner must, within thirty (30) days of any exercise of discretion by the City, give notice to the City of its intention to dispute and the notice shall name a member in good standing of the Architectural Institute of British Columbia who has agreed to act as an arbitrator.
 - (b) The City shall within thirty (30) days of receipt of the notice either accept the Owner's arbitrator, or name another with the same qualifications willing to act, and shall give notice of its choice to the Owner.
 - (c) Where each of the Owner and the City have named an arbitrator, the two arbitrators shall within thirty (30) days of the City's notice pursuant to Section 15(b) appoint a third arbitrator having the same qualifications and the three arbitrators shall decide the dispute.

- (d) Where the City accepts the arbitrator first selected by the Owner, that arbitrator shall act as a single arbitrator and forthwith decide the dispute.
 - (e) Any arbitrator's decision in respect of the exercise of discretion by the City shall be final, conclusive and binding on all parties.
16. Without limiting the City's power of inspection conferred by statute and in addition to that power, the City shall be entitled at all reasonable times and with reasonable notice to enter onto the Lands from time to time for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner, and wherever possible, when an inspection of the lands is undertaken, the City shall provide reasonable notice to the Owner.

Headings

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

Schedules

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

Number and Gender

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

Interpretation

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

Successors Bound

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

Notice to be Filed

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

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

MAYFAIR REALTY LTD

Muir Elston

CITY OF SURREY

Dianne L. Watts
Mayor

Jane Sowik
City Clerk

Schedule "A"

CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. History

Built in 1935, the Arthur Hedley House is significant for its period revival architecture. Arts and Crafts Period Revival details are accentuated through its prominent multiple steeply-pitched gables, red brick internal chimney with chimney pots and its multi-paned wooden sash windows. The use of Period Revival styles was very popular during the interwar period, at a time when it was considered good taste for houses to conform to a traditional appearance.

Further value is attained through the house's association with first owners, Arthur Hedley (1896-1961) and his wife, Ethel (nee Sharkie, 1899-1981). Arthur, who was originally from England, was employed as a civil servant, while Irish-born Ethel tended to the home. The couple were long-term residents, and occupied the house until 1960.

The Arthur Hedley House is additionally significant for its association with the Royal Heights neighbourhood. Situated above the Fraser River industrial area and downstream from South Westminster, Royal Heights was among the first areas to be settled. With the advent of the B.C. Electric Interurban Line in 1910, transportation to the area was vastly improved.

2. EXISTING APPEARANCE

The Arthur Hedley House is a one and one-half storey, wood-frame Period Revival residence. This house is notable for its multiple steeply-pitched gables, exposed rafter tails, and multi-paned wooden sash windows. An abundance of vegetation and mature trees conceals the house from the street.



Oblique view



Detail of Interior Foundation



Wooden lapped siding and shingle siding



Front verandah



Rear verandah enclosed



Balustrade



Multi-paned casement windows on front elevation



Wood Panelled Front Door



West Elevation:

Showing wooden lapped siding on the main body; side-gabled roofline; internal red-brick chimney with chimney pots; garage door; wooden shingles at the basement level; wood frame multi-paned casement window in double assembly; rear entrance with enclosed verandah addition



West Elevation detail:

Showing multi-paned casement window in double assembly; cornerboards



Front elevation (South):
Showing multi-pitched roofline with projecting, front-gabled entrance; multi-paned hopper window at the basement level; wooden shingle siding at basement level; multi-paned casement windows in triple assembly (2 sets); wooden lapped siding on the body; multi-paned casement window in the gable peak; bargeboards with triangular motif at the peak; triangular eave brackets, closed soffits



Front elevation (South):
Showing front-gabled entrance; corner set of stairs; corner verandah with square porch columns; balustrade; wide bargeboards with overhang; multi-paned casement window in double assembly in right gable peak; original wood panelled front door; fixed multi-paned window next to front door



East Elevation:
Showing shingle siding at the basement level; wooden lapped siding on the main body; multi-paned hopper window at the basement level; multi-paned hopper on first storey; double-hung windows in double assembly; side-gabled roof with gabled projection; multi-paned casement window in double assembly in the gable peak



East Elevation:

Showing side-gable with multi-paned casement windows in double assembly; bargeboards with flared eaves and triangular motif in gable peak



Rear (North) elevation:

Showing enclosed verandah addition; multi-pitched rooflines; cornerboards; shingle siding at the basement level; multi-paned hopper window at the basement level; wooden lapped siding on the main body

3. CHARACTER-DEFINING ELEMENTS

The character-defining elements of the House are the following:

- minimal setback from the property line
- residential form, scale and massing as expressed by its one and one-half storey height, L-shaped plan, multiple steeply-pitched gables, corner side entry porch, square bays
- construction materials such as: concrete foundation; wood-frame construction with shingle siding at the basement level, and wide wooden-lapped siding on the remainder of the house; cornerboards; and watertable
- Period Revival details such as: steeply-pitched multiple gables; red-brick internal chimney with chimney pots; triangular eave brackets; and pointed bargeboards with triangular motif
- windows such as its multi-paned casement windows at the basement level; multi-paned casement windows in double and triple assembly
- associated landscape features such as mature plantings, coniferous and deciduous trees

PART II – MAINTENANCE, RENOVATION STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

Restoration of the Arthur Hedley House, including works that are consistent with Part III – Restoration Standards and Specifications, may commence following the adoption of a by-law to enter into this Agreement and issuance of a building permit authorizing the restoration works.

B. Requirement to Establish a 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 an architect that is acceptable to the City, who is knowledgeable in the renovation of heritage buildings. Issues to be addressed in the Maintenance Plan include water penetration and damage from sun, wind, weather and animals. Maintenance includes, but is not limited to, painting, sealing, weather-stripping and similar protective coatings.

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

The Owner shall submit a Maintenance Plan and Funding Strategy for review and approval by the General Manager, Planning and Development and the Heritage Advisory Commission within one (1) year of the adoption of a by-law 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, additions, stabilization, 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 building;
- (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 Manager, Planning and Development, and if deemed necessary by the General Manager, Planning and Development, the approval of the Heritage Advisory Commission.

2. Renovation 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 Arthur Hedley House.

3. Timing and Phasing

Refer to Appendix 4, Section 2.0.

4. Heritage Alteration Permit Approval

- A. Changes to the building, structure, interior or the exterior appearance of the House or 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 or designate to be minor in nature and not affecting the character-defining elements of the House;

(b) renovations considered by the City Architect or designate to be consistent with the original design, being made to replace stylistically foreign elements and done in consultation with an independent architect acceptable to the City with experience in renovation of heritage buildings; or

(c) simple repair and maintenance of existing elements not affecting the building structure, exterior or interior appearance of the House on the Lands.

- C. A heritage alteration permit shall be required for alterations including, but not limited to, the following:

(a) changes to the House structure;

(b) replacement of existing elements and/or construction of additions or other construction on the Lands;

(c) 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 of Planning and Development and

the Heritage Advisory Commission, or by a City official delegated by City Council.

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

A heritage alteration permit may not be required for simple repair and maintenance of existing elements not affecting the structure, exterior or interior appearance of the House on the Lands.

5. Building Permit Approval

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

Subject to the review of the building permit by the City Architect or designate, the Architect for the Owner shall certify that the building permit plans are identical to the drawings attached to and forming part of this Conservation Plan.

The City Architect or designate shall review the building permit for the House renovations before the permit is issued. Minor changes that the City Architect or designate deems do not affect the style of the new construction or its relationship to the House may be permitted.

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

PART III – RENOVATION STANDARDS AND SPECIFICATIONS

1. Foundation

The House will remain on its original foundation. Plantings that touch the structure of the house or whose root system is causing damage to the foundation should be removed. Repoint damaged areas using lime-based mortar formulation similar to what exists in colour, temper and consistency. Keep Portland cement to a minimum. The existing ground floor slab is to be preserved.

2. Roof Structure and Cladding

When replacing with new roof it is recommended to replace with original cedar shingle roofing. Remove existing shingles and paper. Repair any water-damaged elements with new. Install new cedar shingle roof.

The use of materials other than cedar are subject to the review and approval of the City.

3. Building Envelope, Exterior, Wood Detailing And Trims

Siding:

The exterior finish of the House is wide wooden lapped siding on the main body of House and shingle siding at the basement level. Holes in the wooden siding are to be filled or replaced in kind to prevent animal/bird intrusion. Severely deteriorated paint that is not adhered to the wood is to be removed using a flexible metal spatula for highly deteriorated locales. Dust and dirt are to be removed with the gentlest method possible such as low-pressure water washing (garden hose), sponge, and soft natural bristle brushes or putty knives. Mold, moss and mildew on wood elements are to be removed with a mix of 1 part Simple Green and 10 parts water and a soft bristle brush. For smaller in kind repairs in siding (holes smaller than 1/4") linseed oil putty should be used, while non-shrinking two-part epoxy based filler should be used for larger imperfections. All deteriorated siding elements shall be replaced with new of the same wood source and design. Replicated replacements should be air-dried to avoid changes in size due to shrinkage. Any nails pulling loose from shingle siding should be hammered in.

Window Trim:

Severely deteriorated paint that is not adhered to the wood shall be removed using a flexible metal spatula for highly deteriorated locales. Dust and dirt are to be removed with the gentlest method possible such as low-pressure water washing (garden hose), sponge, and soft natural bristle brushes or putty knives. Mold, moss, and mildew on wood elements shall be removed with a mix of 1 part Simple Green and 10 parts water and a soft bristle brush. For smaller in kind repairs in siding (holes smaller than 1/4") linseed oil putty should be used, while non-shrinking two-part epoxy based filler should be used for larger imperfections.

Door Trim:

Doors shall be preserved in existing locations, changing out hardware to historic hardware when required. Severely deteriorated paint that is not adhered to the wood shall be removed using a flexible metal spatula for highly deteriorated locales. Dust and dirt are to be removed with the gentlest method possible such as low-pressure water washing (garden hose), sponge, and soft natural bristle brushes or putty knives. Mold, moss, and mildew on wood elements shall be removed with a mix of 1 part Simple Green and 10 parts water and a soft bristle brush. For smaller in kind repairs in siding (holes smaller than 1/4") linseed oil putty should be used, while non-shrinking two-part epoxy based filler should be used for larger imperfections.

Decorative Trim:

Severely deteriorated paint that is not adhered to the wood shall be removed using a flexible metal spatula for highly deteriorated locales. Dust and dirt are to be removed with the gentlest method possible such as low-pressure water washing (garden hose), sponge, and soft natural bristle brushes or putty knives. Mold, moss, and mildew on wood elements shall be removed with a mix of 1 part Simple Green and 10 parts water and a soft bristle brush. For smaller in kind repairs in siding (holes smaller than 1/4") linseed oil putty should be used, while non-shrinking two-part epoxy based filler should be used for larger imperfections. Where bargeboards cannot be repaired replace in kind with historically accurate.

Corner Side Entry Porch:

Severely deteriorated paint that is not adhered to the wood shall be removed using a flexible metal spatula for highly deteriorated locales. Dust and dirt are to be removed with the gentlest method possible such as low-pressure water washing (garden hose), sponge, and soft natural bristle brushes or putty knives. Mold, moss, and mildew on wood elements shall be removed with a mix of 1 part Simple Green and 10 parts water and a soft bristle brush. For smaller in kind repairs in siding (holes smaller than 1/4") linseed oil putty should be used, while non-shrinking two-part epoxy based filler should be used for larger imperfections.

Rear Verandah:

The rear verandah has been enclosed. Originally, the porch was probably a partial-width open verandah. As no historic photos of the house remain, it is recommended that the rear verandah is rehabilitated to a partial-width open verandah and the existing siding is re-used.

Flooring:

The wooden tongue and groove inset in corner side entry porch is to be maintained according to Maintenance Schedule.

Ceiling:

The tongue and groove ceiling is in good condition requiring cleaning and painting. Deteriorated paint that is not adhered to the wood shall be removed using a flexible metal spatula for highly deteriorated locales. Dust and dirt are to be removed with the gentlest method possible such as low-pressure water washing (garden hose), sponge, and soft natural bristle brushes or putty knives. For smaller in kind repairs in siding (holes smaller than 1/4") linseed oil putty should be used, while non-shrinking two-part epoxy based filler should be used for larger imperfections.

Piers/Columns:

Deteriorated paint that is not adhered to the wood shall be removed using a flexible metal spatula for highly deteriorated locales. Dust and dirt are to be removed with the gentlest method possible such as low-pressure water washing (garden hose), sponge, and soft natural bristle brushes or putty knives. For smaller in kind repairs in siding (holes smaller than 1/4") linseed oil putty should be used, while non-shrinking two-part epoxy based filler should be used for larger imperfections.

Balustrade:

Deteriorated paint that is not adhered to the wood shall be removed using a flexible metal spatula for highly deteriorated locales. Dust and dirt are to be removed with the gentlest method possible such as low-pressure water washing (garden hose), sponge, and soft natural bristle brushes or putty knives. For smaller in kind repairs in siding (holes smaller than 1/4") linseed oil putty should be used, while non-shrinking two-part epoxy based filler should be used for larger imperfections.

Stairs:

Repoint damaged areas using lime-based mortar formulation similar to what exists in colour, temper and consistency. Keep Portland cement to a minimum.

Window Type:

It is recommended to keep existing historic windows. Windows are not to be replaced with vinyl windows as this will severely alter the heritage character of the house. All historic windows are to be kept. Mold, moss, and mildew on wood elements shall be removed with a mix of 1 part Simple Green and 10 parts water and a soft bristle brush. Dust and dirt are to be removed with the gentlest method possible such as low-pressure water washing (garden hose), sponge, and soft natural bristle brushes or putty knives. Repair in kind, all elements decayed beyond repair or missing. Check operability and locking capabilities of all windows in the house. If broken, fix with historically appropriate hardware and fixings available from Vintage Woodworks. Broken glass to be replaced with new glass.

Wiring and Pipes:

Check functionality of all external wiring in house and retain electrician to reduce and conceal wiring in house. Remove all wiring and pipes not in use.

Paint Finish:

Complete all basic repairs and replacements and remove surface dust and grime before preparing, priming and painting. Be sure that all surfaces to be painted are dry. Scrape and sand painted surfaces only as deep as necessary to reach a sound base. Do not strip all previous paint except to repair base-material decay. Paint all areas of exposed wood with paint primer. Select an appropriate primer for materials being painted. (i.e. if latex paint is used over original oil paint, select an oil-based primer). Paint with recommended colour scheme below (See Appendix 3).

- Siding: **Edwardian Buff VC-6**
- Trim and decorative elements: **Mellish Mahogany VC-31**
- Window Sash/Accent: **Gloss Black VC-35**
- Doors: **Gloss Black VC-35**
- Porch Floor: **Unpainted**

4. Interior Condition

Original interior elements, such as the staircase, trim and wooden floors shall be retained and reused where possible.

5. New Construction

New construction shall be subject to obtaining heritage alteration permits.

6. Site Feature, Landscaping and Fences

Driveway

(a) only the following construction materials for the driveway are to be used:

"Broomed" concrete with expansion joints extending across the driveway, perpendicular to the side property line at 3.0 metre intervals. Between said expansion joints, an "X" pattern shall be saw-cut or trowelled into the concrete such that the centre of the "X" is located halfway between the expansion joints and the endpoints of the "X" intersect the edge of the driveway and the expansion joints.

An asphalt or broomed concrete driveway shall be constructed from the southwest corner of the dwelling to a point north of the northwest corner providing sufficient space for two vehicles to park, north of the southwest corner of the dwelling.

Landscaping

Landscaping shall be provided in accordance with Appendix 2

7. Trees, Streetscape and Street Interface

Efforts will be taken to retain the mature trees in the northern portion of the site. Any trees necessary to be removed will be subject to requirements in the Tree Protection By-law.

8. Accessory Buildings and Structures

Accessory buildings may be provided in accordance with the zoning by-law. Garage to be located at rear of House. Garage design shall be compatible with that of the House reflecting the character defining elements in Part I (3).

9. Plans and Elevations

The following plans are attached and form part of this Conservation Plan:

- Appendix 1 As-built floor plan
- Appendix 2 Landscape Plan
- Appendix 3 Paint colour scheme
- Appendix 4 Conservation Plan prepared by Donald Luxton & Associates Inc.

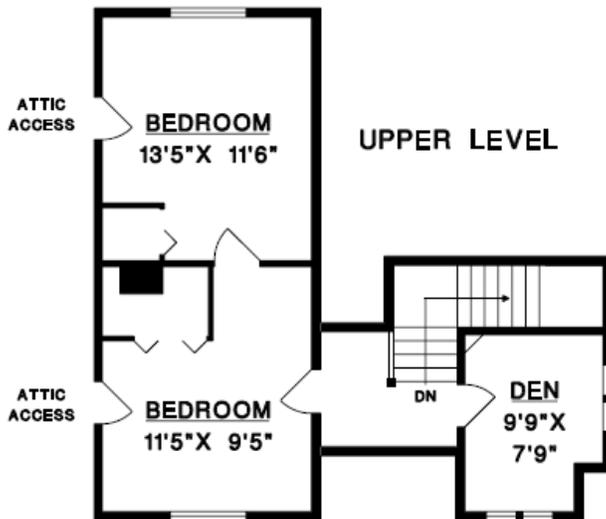
(Note: Terms used in Schedule "A" of this Agreement that are italicized are defined in Surrey Zoning By-law, 1993, No. 12000, as amended, and shall take their meaning from the by-law.)

ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN
APPENDIX 1 - AS-BUILT FLOOR PLAN

11927 96A AVE

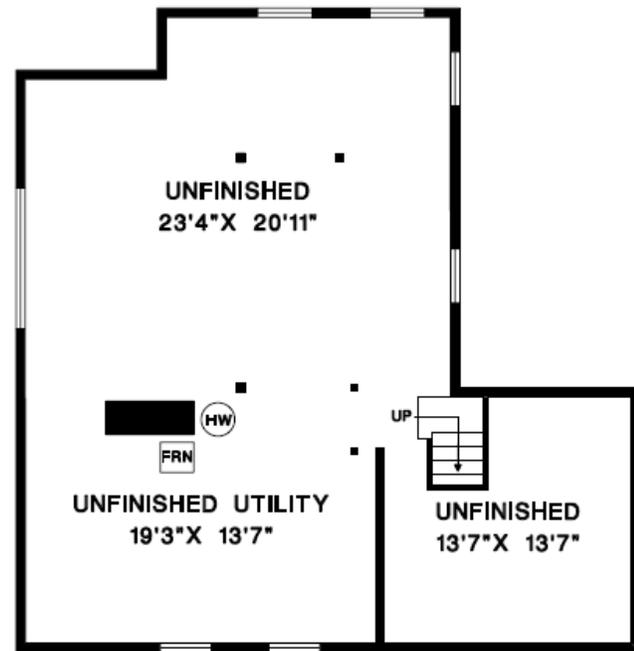
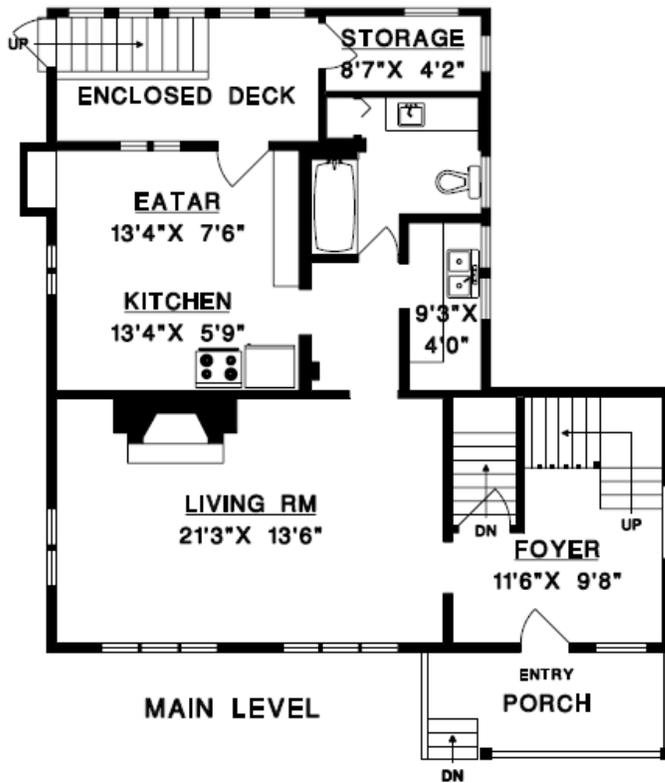


BENCHMARK REALTY
MUIR ELSTON
BUS: 604-531-1111



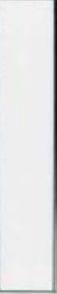
MAIN LEVEL	862 SQFT
UPPER LEVEL	541 SQFT
FINISHED AREA	1403 SQFT
UNFINISHED	982 SQFT
TOTAL AREA	2385 SQFT

STORAGE	44 SQFT
ENCLOSED DECK	110 SQFT
PORCH	80 SQFT



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MEASURED: 11/2008

Option 1: Edwardian buff main body; Mellish Mahogany trim; black sash and doors; natural cedar stained roof

Element	Historical Colour & Finish	Code	Example
Shingle and wooden lapped siding	Colour: Benjamin Moore True Colours Edwardian Buff Finish: MoorGard acrylic latex	VC-6	
Trim, Frames and Decorative Elements – window and door trim, soffits, rafter tails, water table, cornerboards, triangular eave brackets, bargeboards, patterned balustrades, porch ceiling, columns, porch sills	Colour: Benjamin Moore True Colours Mellish Mahogany Finish: MoorGlo acrylic latex	VC-31	
Porch Floor	Unpainted - stained	--	--
Sash Windows and Accents – window sash, doors	Colour: Benjamin Moore True Colours Gloss Black Finish: Impervo High gloss – Alkyd enamel	VC-35	
Gutters & Downspouts	Colour: Benjamin Moore True Colours Gloss Black Finish: Impervo High gloss – Alkyd enamel	VC-35	
Cedar Shingle Roof (For Future Restoration)	Natural stain or Black		

1

Donald Luxton & Associates Inc.
Historic Colour Scheme Arthur Hedley House
Addendum to Arthur Hedley Conservation Plan
October 21, 2008

ATTACHMENTS TO SCHEDULE "A" CONSERVATION PLAN
APPENDIX 4 - CONSERVATION PLAN - PREPARED BY DONALD LUXTON &
ASSOCIATES INC.

SCHEDULE "B"

PROVISIONS TO VARY AND SUPPLEMENT CITY BY-LAWS

Zoning By-law:

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

- (1) In Part 16 Single Family Residential Zone (RF), Section F, Yards and Setbacks, the *Side Yard* (east) setback for a *Principal Building* is varied from 1.8 metres [6 ft.] to 1.2 metres [4 ft].
- (2) In Part 16 Single Family Residential Zone (RF), Section K, Subdivision, Sub-section K.3, the minimum *Lot Width* is varied from 15 metres [50 ft.] to 14.25 metres [47 ft.].

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