

CITY OF SURREY

BY-LAW NO. 17885

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, Chapter 323, as may be amended from time to time, enter into a heritage revitalization agreement with the owner of heritage property;
  
- B. The Council considers that certain lands, premises and improvements have *heritage value* and *heritage character* and ought to be conserved, which are situate within the City and described as:

Parcel Identifier: 007-606-591  
Section 12 Township 2 New Westminster District Plan

16420 - 64 Avenue

And as the legal description noted above is to change, the City Clerk is directed to insert the following new legal description once title(s) has/have been issued as follows:

Parcel Identifier: 029-146-526  
Lot 46 Section 12 Townhsip 2 New Westminster Dsitric Plan EPP32879

16488 - 64 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;
  
- D. The owner of the Lands intends to have a strata titled development of the Lands and has agreed that in order to ensure the protection of the *heritage value* and *heritage character* of the Lands, certain provisions must be in place, including the requirement for notice to

be placed on title to any strata lots created by the filing of a strata plan in respect of all or part of the Lands (the "Strata Lots").

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

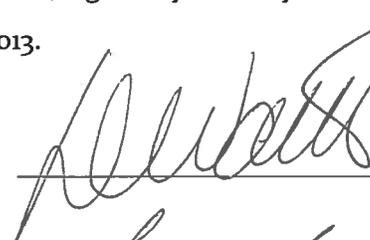
1. The City is authorized hereby to enter into that certain Heritage Revitalization Agreement appended to this By-law as Schedule "I" (the "Heritage Revitalization Agreement") in respect of the Lands.
2. The Mayor and the City Clerk are authorized on behalf of the Council to sign the Heritage Revitalization Agreement and to register a notice on the title to the Lands and to each of the Strata Lots.
3. Schedule "I" 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, 2013, No. 17885"

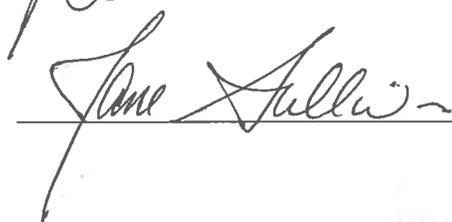
PASSED FIRST READING on the 18th day of February, 2013.

PASSED SECOND READING on the 18th day of February, 2013.

PASSED THIRD READING on the 18th day of February, 2013.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 29th day of July, 2013.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

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**SCHEDULE "I"**

[To City of Surrey Heritage Revitalization Agreement By-law, 2013, No. 17885]

**HERITAGE REVITALIZATION AGREEMENT**

This Agreement made the 29th day of July, 2013

BETWEEN:

0948184 B.C. LTD., INC. NO. 0948184  
Suite 201 12837 - 76 Avenue  
Surrey, BC V3W 2V3

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,  
and having offices at 14245 56 Avenue  
Surrey, BC 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: 007-606-591  
Section 12 Township 2 New Westminster District Plan

16420 - 64 Avenue

And as the legal description noted above is to change, the City Clerk is directed to insert the following new legal description once title(s) has/have been issued as follows:

Parcel Identifier: 029-146-526  
Lot 46 Section 12 Township 2 New Westminster District Plan EPP32879

16488 - 64 Avenue

(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 "GreenCity Plan"); and
- G. The improvements or features identified in the Conservation Plan as the Henry Bose Farmhouse (the "Farmhouse") and Milk Cooling Shed (the "Shed") (referred collectively to as the "Buildings") are listed on the Surrey Heritage Register and the Owner and the City consider that the Buildings have *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the Buildings.

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

Conservation Plan

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

building envelope, wood detailing and trims; interior conditions; and the site and landscaping.

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

2. The Owner covenants and agrees that:
  - (a) No improvements on the Lands identified in the Conservation Plan as having *heritage value* or *heritage character* shall be *altered*, including alterations required or authorized by this Agreement, except as agreed to in writing by the City.
  - (b) Each action of relocation, restoration, rehabilitation, replication, repair, replacement or maintenance required by Parts I, II and III of the Conservation Plan, shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out the Conservation Plan.
  - (c) All improvements identified in Part I and II of the Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the Conservation Plan.
  - (d) In the event any one or more of the Buildings is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the Building(s) 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 Building(s). The heritage alteration permit shall be subject to review by the Heritage Advisory Commission. The restoration of the damaged Building(s) shall reflect the character-defining elements and design components including, but not limited to: the hill-top site, which commands superb views towards the northwest; the view of the Henry Bose Farmhouse from 64 Avenue (Bose Road); the rectangular massing, medium-pitched gable roofs, and wood cladding and trim of the Henry Bose Farmhouse and Milk Cooling Shed; the Henry Bose Farmhouse, with its t-shaped cross-gable form, 1.5-storey massing, wrapping porch, plain street elevation, 4-over-4, 4-over-1, and 1-over-1 double-hung wood-sash windows, wood doors, wood details (e.g., porch details), cedar shake or sawn shingle roof, and internal red brick chimney; the Milk Cooking Shed with its gable roof, double sash casement windows, drop siding, cedar shake or sawn shingle roof, wood doors, and wood detailing in the gable end, all as subject to prior approval by the City Architect or designate.
  - (e) In the event any one or more of the Buildings is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the destroyed Building(s). 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 destroyed Building(s). 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 buildings, 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 destroyed Building(s) 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 any one or more of the Buildings 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 \$108,882.38 for each destroyed Building indexed to the Vancouver Consumer Price Index (CPI) with 2012 being the base year, except that if the Building(s) are 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 any one or more of the Buildings become vacant and unoccupied for a period of 30 days or more, the Owner of the Lands agrees to maintain the integrity and security of the Buildings and Lands including but not limited to, 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 Building(s), the City may and is authorized to undertake the necessary works to secure the Building(s), including but not limited to on-site security, monitored security alarm system, perimeter fencing and lighting, and boarding of windows and doors 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 for the purpose of undertaking the necessary works to secure the Building(s) and to conduct an inspection to determine that the security measures continue to be in place.
- (h) Should any one or more of the Buildings 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) The Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions, as are necessary to ensure that the restrictions and requirements set out in Parts II and III of the Conservation Plan are fully observed, and the Owner shall not do, cause or allow to be done anything that would be in breach of the restrictions and requirements of this Agreement.

- (j) Where required by the City in a heritage alteration permit, the Owner shall provide security to the City to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan.
- (k) 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. For the purposes of City of Surrey Heritage Sites Financial Assistance By-law, 2003, No. 15099, the Farmhouse and Shed shall together be considered a City Heritage Site as that term is defined in the by-law.
- (l) If the intent is to have a strata titled development, the Owner as the owner developer will insure that the maintenance requirements discussed in this Agreement will be set out within the by-laws governing the strata titled development before the first meeting of the owners of the strata development. The by-laws that reflect these maintenance requirements, and the maintenance requirements themselves, shall not be changed without the prior written consent of the City.

#### Variation to By-laws

- 3. No variation to by-laws are applicable to the Lands.

#### Construction and Maintenance

- 4. Wherever under this Agreement the Owner relocates, restores, rehabilitates, replicates, repairs, replaces, maintains or in any way alters improvements on, or features of the Lands identified in the Conservation Plan as having *heritage value* and *heritage character* or constructs or maintains other works to protect or conserve such improvements or features, all such work shall be done at the Owner's sole expense strictly in accordance with the Conservation Plan and as agreed by the City 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 relocate, restore, rehabilitate, replace, repair or maintain the building, structure, improvements on or features of the Lands having *heritage value* and *heritage character* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any relocation, restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the City by reference to the Conservation Plan, and Sections 2 and 4 of this Agreement.

### No Waiver

11. No restrictions, requirements or other provisions in this Agreement shall be deemed to have been waived by the City unless a written waiver authorized by resolution of the Council and signed by an officer of the City has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the City on previous occasions of any default nor any previous written waiver shall be taken to operate as a waiver by the City of any subsequent default or in any way to defeat or affect the rights of remedies to the City.

### Statutory Authority and Proprietary Rights

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

### Compliance with Laws

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

## Notice

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

If to the City:

Attention: City Clerk

CITY OF SURREY

14245 56 Avenue

Surrey, BC

V3X 3A2

If to the Owner:

0948184 B.C. LTD., INC.NO. 0948184

Suite 201 12837 76 Ave

Surrey, BC V3W 2V3

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

If title to the Lands is transferred to a new Owner, the new Owner shall provide notice in writing to the City within 15 days of such a transfer providing the name of the new Owner, the contact for notice if it is different than the Owner and the new address to which notices are to be sent.

## Arbitration

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

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

#### Headings

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

#### Schedules

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

#### Number and Gender

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

#### Interpretation

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

#### Successors Bound

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

Notice to be Filed

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

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

0948184 B.C. LTD., INC.NO. 0948184  
by its authorized signatory

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Avtar Johl

CITY OF SURREY

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Dianne Watts  
Mayor

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Jane Sullivan  
City Clerk

## Appendix "A"

### CONSERVATION PLAN

#### PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

##### 1. Description of Historic Place

The historic place is the Norman Bose Farm at 16420/16430 64 Avenue, in Surrey Centre, the eastern (higher) portion of the former Henry Bose Farm, which since 1952 has been a self-standing agricultural property. It is a rich cultural landscape that contains more than a dozen and a half buildings, including two principal houses, numerous barns, sheds, and utility buildings, arranged along a principal north-south drive.

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

The historic place has considerable heritage value for its long and close association with the Bose family, a pioneer Surrey family that has played an important role in the community for more than a century. It also has value for its association with the Churchland family. The property has further significance as a cultural landscape that illustrates farming in Surrey and retains much of the feel of agricultural Surrey of past generations. The structures and landscape features individually are representative of past methods of building and growing; collectively they have enormous value as a historic agricultural ensemble.

The Bose family has been dominant in Surrey community life since shortly after English-born Henry Bose purchased a quarter-section in Surrey Centre – of which this forms a part – in 1892. He married May Churchland, the daughter of pioneer merchant John Churchland, a community leader who had participated in building Christ Church, Surrey Centre. Henry Bose served as a Surrey Councillor, Reeve (1905-10), and for 35 years as Police Magistrate. He was a founding member of the Farmers Institute, the Surrey Cooperative Association (and its president for 25 years), and the Cloverdale Odd Fellows Lodge, all important local community organizations; and he served as Secretary-Treasurer of the Lower Fraser Valley Agricultural Association. Bose Road – now 64 Avenue, onto which the farm faces – was named after him.

In 1952, a year after Henry Bose's death, the farm was subdivided among three of Henry and May's children. This portion, at the summit of the hill, went to second son Norman Bose and his wife, Mildred. They farmed the property commercially until Norman's death in 1989. The Bose family remains active in community affairs as well as agriculture.

The farm was representative of agricultural enterprises in Surrey, growing mostly hay, oats, and potatoes, and keeping a dairy herd of Holsteins. Its many buildings and structures reflect the former high level of activity: they include a calf barn, horse barn, hay barn, pole barn, chicken coop, granary, root house, sheds, and more. The property also contains two principal houses.

Closer to the road is the main Bose Farmhouse, reportedly built around 1898, which commands a superb view of the Serpentine River, Surrey's fields, the Fraser River delta, and the North Shore mountains. Higher up the hill, behind the Bose House, is the Emma Churchland House, built around 1930 for Henry Bose's mother-in-law by her son, Jack Churchland. A building of particular interest, near the bush at the rear of the site, is



the Powder House, which was the distribution point for blasting powder (used for stump clearing) throughout the Lower Mainland. A long north-south drive forms an axis along which the buildings are arranged. Collectively, the structures and the landscape tell the story of an extended family that successfully worked the land.

### 3. Character Defining Elements

The key elements that define the heritage character of the Norman Bose Farm include:

- the hill-top site, which commands superb views towards the northwest;
- the view of the Henry Bose Farmhouse from 64 Avenue (Bose Road);
- the rectangular massing, medium-pitched gable roofs, and wood cladding and trim of the Henry Bose Farmhouse and Milk Cooling Shed;
- the Henry Bose Farmhouse, with its t-shaped cross-gable form, 1.5-storey massing, wrapping porch, plain street elevation, 4-over-4, 4-over-1, and 1-over-1 double-hung wood-sash windows, wood doors, wood details (e.g., porch details), cedar shake or sawn shingle roof, and internal red brick chimney; and
- the Milk Cooking Shed with its gable roof, double sash casement windows, drop siding, cedar shake or sawn shingle roof, wood doors, and wood detailing in the gable end.

#### 4. Existing Exterior Appearance and Features

The following depicts some of the details of the Henry Bose Farmhouse:



North elevation



South elevation



West elevation



East elevation



Boulder footing, post and sill beam



Example of original window



Existing wood doors



Detail of porch column and console



Detail of porch ornamentation: curved beam, dentil pattern carved into beam, and corner brackets.



Closer detail of bracket

The following depicts some of the details of the Milk Cooling Shed:



West elevation



East and north elevations



South Elevation



West and north elevations



Example of wood detailing



Example of wood window

**PART II – MAINTENANCE STANDARDS AND PERMIT APPROVALS**

**1. General**

**A. Requirement to Commence Renovations**

The relocation and restoration of the Buildings, including works that are consistent with Part III – Restoration Standards and Specifications, may commence at any time following the adoption of a by-law to enter into this Agreement and the issuance of a building permit authorizing the works.

**B. Maintenance Strategy**

The strategy to ensure ongoing conservation of the Buildings 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, and who is knowledgeable in the restoration 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 or staining, sealing, weather-stripping and the like.

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

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

If the intent is to have a strata titled development, the Owner as the owner developer will insure that the maintenance requirements discussed in this Agreement will be set out within the by-laws governing the strata titled development before the first meeting of the owners of the strata development. The by-laws that reflect these maintenance requirements, and the maintenance requirements themselves, shall not be changed without the prior written consent of the City.

The Maintenance Plan and Funding Strategy for the Buildings 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* including interpretative panels;
- (d) A colour scheme for the exterior of the Buildings;
- (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 restoration 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 Buildings. Sonoma County's 2008 "Guidelines for Relocation of Historic Structures" are to apply to all relocation and the 1995 US National Parks Service "Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings" are to apply to all reconstruction.

**3. Timing and Phasing**

With respect to the phasing or timing of commencement or completion of action applying to the Lands, the relocation and restoration of the Buildings shall commence with the issuance of a building permit for the development on the Lands. The restorations to the Buildings may be done concurrently with the development. If the development is phased, the restorations of the Buildings shall be included and completed in the phase identified in the Development Permit for completion of those restorations. The Owner shall insure that the restoration of the Buildings shall be completed and a final occupancy permit or equivalent for the Buildings shall be issued before occupancy being granted to the residential units forming the phase in the development that includes the restoration of the Buildings.

**4. Heritage Alteration Permit(s) Approval**

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

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

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

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

(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 architect acceptable to the City with experience in restoration of heritage buildings; or

(c) Simple repair and maintenance of existing elements not affecting the building structure, exterior or interior appearance of the Buildings.

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

- (a) Changes to the structure of the Buildings;
- (b) Changes to the exterior appearance of the Buildings;
- (c) Replacement of existing elements and/or construction of additions to the Buildings;
- (d) Changes to the external appearance of the Buildings due to interior renovations.

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

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

## **5. Building Permit Approval**

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

As the Buildings are 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.

## **PART III – RESTORATION STANDARDS AND SPECIFICATIONS**

### **A. Henry Bose Farmhouse**

#### **1. Foundation**

The Farmhouse building is full dimensional 2X4 balloon frame wood construction. It stands on its original post and rock/pad foundation. Some deterioration is present at the ends of the sill beams.

The existing foundation shall be replaced by a concrete basement located on its own new strata lot fronting 64 Avenue (Bose Road) as close as possible to its current site. The design of the basement shall include the reuse of floor beams from the Farmhouse and/or Horse Barn as part of the basement structure or non-structural interior open beam design.

#### **2. Roof Structure and Cladding**

The roof was originally surfaced in cedar shakes or sawn shingles. However, this has been replaced with asphalt shingles.

The existing asphalt roofing material shall be replaced by cedar shakes or sawn shingles. Composite shingle materials with a cedar appearance/colour and other textured non-wood materials shall not be used.

The existing metal downspouts and gutters shall be removed, and historically sympathetic “K-Style” gutters and “round” downspouts shall be installed. Gutters and downspouts shall be fabricated or painted to have a colour similar to the trim. The downspouts shall be located to show the division between the original Farmhouse and the additions to the south on the east facing façade.

Drainage and soakaways shall be placed to move water away from the Farmhouse. The rainwater disposal system shall be periodically inspected and properly maintained to prevent water damage to the Farmhouse.

The original chimney appears to have been removed from the Farmhouse, and replaced by one in the south addition. A new chimney shall be constructed resembling the original one by incorporating a corbelled top. The chimney shall be located within the original structure so it is visible from the front of the Farmhouse.

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

The Farmhouse was originally finished with horizontal cedar drop siding. A vertical skirting extended below the Farmhouse to conceal the foundation structure. The horizontal siding has been covered over with asbestos shingle cladding.

The asbestos siding shall be removed to expose and allow the underlying cedar drop siding to become the exterior cladding of the Farmhouse. Horizontal siding materials that are not deteriorated or contaminated shall be removed and reused on the exterior of the reconstructed Farmhouse. If possible, the entire street facing facades shall be clad using the historic horizontal siding materials from the Farmhouse.

The historical siding from the Farmhouse may be supplemented by the same material salvaged from the Horse Barn and augmented with use of acceptable similar or like new materials where necessary. The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

The lower portion of the Farmhouse shall have vertical skirting. The original wood trims on the inside and outside house corners, along the roof lines and at the base of the walls and above the vertical skirting, are to be restored, augmented with use of acceptable similar or like new materials where necessary. Materials such as aluminum, vinyl, or hardy plank siding or trims are not acceptable replacement materials. The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

The windows of the Farmhouse on the first floor and on the gable ends of the second floor are wood frame double-hung windows, including 2 over 2 muntined sashes, and are original to the construction of the Farmhouse. The second floor windows, on the north facing façade were added after the original construction.

All of the existing windows and associated trims shall be removed, decay carefully repaired, and as many of the original windows reassembled and reinstalled, introducing only those measures to improve their performance and efficiency that do not impact the heritage value of the windows. Those original windows that can be reinstalled shall be rebalanced to ensure that they are in proper working order.

The remaining windows may be augmented with the use of acceptable materials to match the original. These windows shall use wood materials salvaged from the Farmhouse or the Horse Barn, or wood windows that match original. Materials such as aluminum, fiberglass or vinyl are not acceptable replacements. Street facing facades shall contain as many of the original windows as possible. The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

The windows on the second level of the north façade shall be removed and replaced by wood siding finish material either salvaged from the Horse Barn or replacement siding that matches the original siding. Trims shall match the original. Where this is not possible, trims are to be in keeping with the style of the Farmhouse.

Windows and frames shall be properly prepared for repainting (e.g. remove severely deteriorated paint using a flexible metal spatula, remove dust and dirt with gentle power wash or sponge, etc.).

There are three exterior doors. The front door and the door to the worker's entrance door are either new or nearly new four-panel doors. The door on the west side is an older  $\frac{3}{4}$  light two panel doors off the kitchen. The doors shall be removed and inspected for damage, particularly along the lower portion where water damage may be most evident. Any damage to the doors shall be repaired with filler and non-shrinking putty and then reinstalled. Doors shall be inspected to ensure they are in working order and are sufficiently weather sealed.

Where the damage is so extensive that it prevents reuse of a door, the door shall be replaced with a similarly designed wood door. If possible, glass elements shall be reused in the replacement door. Doors and frames shall be properly prepared for repainting (e.g. remove severely deteriorated paint using a flexible metal spatula, remove dust and dirt with gentle power wash or sponge, etc.). The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

The Farmhouse originally had two open porches. A wrap-around porch was located across the front façade and continued along the west façade toward the orchard. The second porch is in the south-east corner of the Farmhouse. At one time, it served as the worker's or customer's entrance. This porch was not originally enclosed. A significant amount of detail has survived. This includes the porch ornamentation along the edge of the worker's porch roofline, and the posts supporting weather protection roof over the west door.

Much of the original wrapping porch was removed and replaced by the "Sunburst" entrance feature. This Sunburst feature shall be removed. The entire historical open porch (flooring, skirting, stairs with narrow railing, the "picket fence-like" railing, and ornamental roof line details) shall be restored along the north and west faces of the Farmhouse.

The worker's entrance was enclosed at a later date. It may be either be restored as an open porch or may be enclosed provided the ornamentation and beams are retained and incorporated into the design of the enclosure. The detailed porch ornamentation, including the chamfered columns and trims shall be reused or duplicated using salvaged materials from the Horse Barn or fabricated from like new materials. The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

For the porches, the railings, ceiling, and floor materials shall be consistent with original materials used re-using wood salvaged from the Horse Barn to fabricate the required elements.

The exterior paint colour, including wood trims, shall be subject to the prior written approval of the City. A contrasting complementary paint colour shall be used for windows, doors and wood trims. The following paint colours have been approved by the City Architect and are permitted to be used without further consultation.

- Body (Upper and Lower) – Harris Grey VC-25
- Window Sash and Trim – Oxford Ivory VC-1
- Porch
  - Ornamentation and Brackets – Pendrell Red VC-29
  - Posts – Harris Grey VC-25
  - Angled Plains and Reveal Cuts – Oxford Ivory VC-1
  - Floor – Edwardian Porch Grey VC-26
  - Ceiling – Oxford Ivory VC-1
- Doors – Darker grey with Oxford Ivory VC-1 panel trim
- Roof – Natural

If the colour is to be changed, the change shall be done in consultation with the City and reflect as best as can be determined the original appearance of the Farmhouse or heritage colours appropriate for the period of the Farmhouse. 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.

#### **4. Interior Condition**

There are no interior features recommended for Conservation. Removing the floor material in the original north portion of the Farmhouse and reinstalling it in the flex-purpose room and/or other room of the reconstructed Farmhouse is encouraged.

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

#### **5. New Construction**

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

#### **6. Site Feature, Landscaping and Fences**

The Farmhouse was constructed to the southwest of a rock cropping on the site. This was not identified as a character defining element. The orchard to the west, the plantings in the front, and the bush to the rear were so identified.

The same relationship to grade shall be maintained in the new location as exists at the present one. Original foundation rocks may be used in areas where grade changes take place on the lot containing the Farmhouse or on the lot's street edges.

Retaining walls and concrete foundations shall not be visible particularly from the multi-purpose walkway.

A mixture of street and/or yard trees shall be planted including fruit trees.

In consultation with a landscape professional, consideration shall be given to moving some of the existing plantings and/or documenting the species and using replacement plantings in the front yard of the Farmhouse and along the multi-use path fronting the Farmhouse.

*Landscaping*, including interpretive panels, shall be installed and maintained as required in the development permit issued by Council for the Lands.

**7. Trees, Streetscape and Street Interface**

All trees on the lot are subject to the provisions of the Surrey Tree Protection Bylaw, 2006, No. 16100.

**8. Other**

The deconstruction, salvage and cataloguing of the Farmhouse and Farmhouse materials shall be overseen by a qualified heritage consultant. Detailed guidelines for deconstruction are provided on page 8 of the GreenCity Plan.

Refer to the GreenCity Plan and Barnett Dembek Architects Inc. Plans for more details. Notwithstanding the notations in the Barnett Dembek Architects Inc. Plans, the use of new exterior materials in excess of 50% shall be subject to the prior written approval of 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.

**B. Milk Cooling Shed**

**1. Foundation**

A concrete slab foundation suitable for the parking of cars is to be designed to allow the Shed to be moved and put into place, and be adapted for reuse.

The existing wood floor shall be removed, the Shed walls adequately shorn up, and the Shed moved and placed on a slab foundation on the same lot as the Farmhouse.

The lean to on the north side of the Shed is not an original part of the building and shall be removed.

**2. Roof Structure and Cladding**

The roof was originally surfaced in cedar shakes or sawn shingles. However, this roof has been replaced with asphalt shingles or metal.

The existing asphalt roofing material shall be replaced by cedar shakes or sawn shingles. Composite shingle materials with a cedar appearance/colour and other textured non-wood materials shall not be used.

The existing metal downspouts and gutters shall be removed, and historically sympathetic “K-Style” gutters and “round” downspouts shall be installed. Replacement gutters and downspouts shall be fabricated or painted to have a colour similar to the trim.

Drainage and soakaways shall be placed to move water away from the Shed. The rainwater disposal system shall be periodically inspected and properly maintained to prevent water damage to the Shed.

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

The Shed is finished with horizontal cedar drop siding, and possesses some of its original detailing.

Damaged horizontal drop siding and trim detailing shall be repaired. Split, weathered or deteriorated siding shall be removed and replaced by like material salvaged from the Horse Barn or new replacement siding to match the original. Materials such as aluminum, vinyl, or hardy plank siding/trim are not acceptable replacement materials. The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

The Shed has three windows. At the east end is a wood double-sash casement window, which is original to the construction of the building. Smaller original windows are located on each of the south and north sides. They are in a poor state of repair.

The windows shall be removed, rebuilt and replaced, using compatible salvaged wood from the Horse Barn or replaced by new wood windows to match the existing historic ones. In undertaking their repair, consider introducing only those measures to improve their performance and efficiency that do not impact the heritage value of the windows. As this is not a residential space, these windows are not required to be functional. Materials such as aluminum, fiberglass or vinyl are not acceptable replacements. The trims are to match the originals. Where this is not possible, the trims shall be in keeping with the style of the Shed. The use of new materials in excess of 50% shall be subject to the prior written approval of the City.

Properly prepare windows and frames for repainting (e.g. remove severely deteriorated paint using a flexible metal spatula, remove dust and dirt with gentle power wash or sponge, etc.).

There are two doors into the Shed: one at the west end and the other on the south side. The structure will need to be modified when it is adapted for reuse as a car garage, by adding a garage door suitable in character with the heritage building.

The south-side door shall be replaced with a standard height door to match the Farmhouse. The door on the west end of the Shed shall be removed and the facade modified to permit the installation of a garage door. An appropriate wood garage door, having a “carriage house” style similar to the samples shown in the GreenCity Plan shall be installed.

The exterior paint colour, including wood trims, shall be subject to the prior written approval of the City. A contrasting complementary paint colour shall be used for windows, doors and wood trims. The following paint colours have been approved by the City Architect and are permitted to be used without further consultation.

- Body – Harris Grey VC-25
- Window Sash and Trim – Oxford Ivory VC-1
- Door – Darker grey with Oxford Ivory VC-1 panel trim
- Garage Door – Darker grey with Oxford Ivory VC-1 panel trim
- Roof – Natural

If the colour is to be changed, the change shall be done in consultation with the City and reflect as best as can be determined the original appearance of the Farmhouse or heritage colours appropriate for the period of the Farmhouse. 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.

#### **4. Interior Condition**

There are no interior features recommended for Conservation.

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

#### **5. New Construction**

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

#### **6. Site Feature, Landscaping and Fences**

Retaining walls and concrete foundations shall not be visible particularly from the multi-purpose walkway.

A mixture of street and/or yard trees shall be planted including fruit trees.

In consultation with a landscape professional, consideration shall be given to moving some of the existing plantings and/or documenting the species and using replacement plantings.

*Landscaping*, including interpretive panels, shall be installed and maintained as required in the development permit issued by Council for the Lands.

#### **7. Trees, Streetscape and Street Interface**

All trees on the lot are subject to the provisions of the Surrey Tree Protection Bylaw, 2006, No. 16100.

## 8. Other

The relocation of the Shed and salvage of materials from the Shed shall be overseen by a heritage consultant acceptable to the City.

Refer to the GreenCity Plan and Barnett Dembek Architects Inc. Plans for more details. Notwithstanding the notations in the Barnett Dembek Architects Inc. Plans, the use of new exterior materials in excess of 50% shall be subject to the prior written approval of 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.)

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COPIES OF APPENDIX “B”

**“GreenCity Plan”  
Bose Farm Heritage Conservation Plan**

**ARE AVAILABLE AT THE CITY  
CLERK’S OFFICE**