

NO: R059

COUNCIL DATE: March 22, 2010

REGULAR COUNCIL

TO: **Mayor & Council** DATE: **March 22, 2010**
FROM: **General Manager, Planning and Development** FILE: **6907-0349-00**
SUBJECT: **Proposed Amendments to Heritage Revitalization Agreement for the Baron Von Mackensen House located at 9568 – 192 Street**

RECOMMENDATION

The Planning and Development Department recommends that Council:

1. Receive this report as information;
2. Approve amendments to the City of Surrey Heritage Revitalization Agreement for the Baron Von Mackensen House, as documented in Schedule 1 of Appendix I of this report; and
3. Authorize the City Clerk to bring forward the necessary amending by-law attached as Appendix I to this report for the required readings and to file the appropriate notices with the Land Title Office and the Minister responsible for the *Heritage Conservation Act*.

INTENT

The purpose of this report is to obtain Council approval to amend the Heritage Revitalization Agreement ("the HRA") for the Baron Von Mackensen House (the "Baron House"). The proposed amendments will incorporate minor housekeeping amendments, and will document further historical findings that were discovered during the restoration process of the Baron House.

BACKGROUND

During the restoration process for the Baron House, which included asbestos and lead mitigation, the contractor identified a number of structural deficiencies, as well as additional information about history of the Baron House. The Heritage Advisory Commission (the "HAC") was consulted several times between June and November 2007 regarding these matters and concluded that the alterations were significant enough to require a Heritage Alteration Permit ("HAP") and to document the historical findings.

On September 26, 2007, the HAC passed the following resolution:

"Recommend to the General Manager Planning and Development Department that the owner of the Baron House property or his agent is required to submit a heritage alternation permit (HAP) application to the City, dealing with the roof and second storey alteration and the restoration process, with the usual referral to the HAC before a Corporate Report is submitted to Council".

DISCUSSION

With the concurrence of the HAC, the works were undertaken in late summer 2007 to prevent damage to the heritage fabric during the winter rains. An application for a HAP was received by the City, historical documentation was completed and an inspection concluded that the alterations have been completed in a manner that is consistent with the character-defining elements associated with the Baron House.

With respect to the requirement for an HAP application, Legal Services has advised that, under the provisions of the *Local Government Act*, R.S.B.C. 1996, c. 323, as amended, a change in the description of the property in the HRA is not an alteration of the property itself and, as such, a HAP is not the correct instrument to apply. Rather, Legal Services has advised that an amendment to the HRA is the appropriate course of action. The owner of the subject property, Baron Manor Centre Ltd., has consented to an amendment to the HRA (Appendix I, Schedule 1).

Proposed Amendments to the HRA for the Baron House

Proposed amendments to the HRA, as documented in Appendix I, Schedule 1, include:

- Housekeeping amendments to reflect a change in the address and incorporation number of the Owner and an update to the description of the Lands;
- The inclusion of a sub-section in the HRA describing the following elements of the Baron House that were discovered during the restoration process:
 - There was an original and smaller farmhouse, likely built by the Bryce family that owned the lands before the Baron;
 - The west wing of the current house was a one-room farmhouse with a loft or attic space. Before the Baron acquired the house, this loft was converted to a full second storey by extending the wall studs and constructing a new roof;
 - The Baron built the east wing. The construction and alterations he made to the West wing demonstrated background and knowledge of architecture and structural issues; and
 - Two structural engineers assessed the structural integrity of the original loft and roof alterations. They concluded that the historical structural fabric could not be augmented to be structurally sound and safe. Therefore, a portion of the second floor materials and the roof materials were salvaged for reuse. New structural elements and a contemporary truss-structure roof will duplicate the original appearance of these building elements.

As there are no variances or other factors that may affect surrounding property owners, and the amendments are housekeeping in nature, no notification of surrounding property owners is required.

CONCLUSION

As a result of additional historical information being discovered during the restoration process of the Baron House, it is the recommendation of the HAC that these findings be documented for historical purposes. Based on the above, it is recommended that Council:

- Approve amendments to the HRA for the Baron House, as documented in Schedule 1 of Appendix I of this report; and
- Authorize the City Clerk to bring forward the necessary amending by-law attached as Appendix I to this report for the required readings and to file the appropriate notices with the Land Title Office and the Minister responsible for the *Heritage Conservation Act*.

Original signed by
Jean Lamontagne
General Manager
Planning and Development

ES:saw

Attachment:

Appendix I A by-law to amend the provisions of Surrey Heritage Revitalization Agreement
By-law, 2005, No. 15623

CITY OF SURREY

BY-LAW NO.

A by-law to amend the provisions of "Surrey Heritage Revitalization Agreement By-law, 2005, No. 15623."

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The Council of the City of Surrey, in open meeting assembled, ENACTS AS FOLLOWS:

- 1. "Surrey Heritage Revitalization Agreement By-law, 2005, No. 15623" is hereby amended as follows:
 - (a) The City of Surrey is hereby authorized to enter into an amendment to the heritage revitalization agreement regarding certain lands and premises located within the City of Surrey and more particularly known and described as:
 - Parcel Identifier: 026-323-184
 - Lot 1 Section 34 Township 8 New Westminster District Plan BCP17777
 - 9568 – 192 Street
 - (b) The terms and conditions of the amending agreement (the "Amending Agreement") are attached to and form part of this By-law as Schedule "1", and the Amending Agreement becomes an addition to the heritage revitalization agreement which forms Schedule "1" of "Surrey Heritage Revitalization Agreement By-law, 2005, No. 15623".
 - (c) The Mayor and Clerk are hereby authorized and empowered to sign and affix the Corporate Seal to the Amending Agreement and do all acts necessary and incidental to the completion of the Amending Agreement.
- 2. This By-law shall be cited for all purposes as "Surrey Heritage Revitalization Agreement By-law, 2005, No. 15623, Amendment By-law, 2010, No. _____".

PASSED FIRST, SECOND and THIRD READINGS on the _____ day of _____, 2010.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the _____ day of _____, 2010.

_____MAYOR

_____CLERK

Schedule 1

**SURREY HERITAGE REVITALIZATION AGREEMENT
BARON VON MACKENSEN HOUSE
AMENDING AGREEMENT**

THIS AGREEMENT dated for reference the ____ day of _____, 2010.

BETWEEN:

CITY OF SURREY
14245 - 56th Avenue
Surrey, B.C., V3X 3A2

(the "City")

OF THE FIRST PART

AND:

BARON MANOR CENTRE LTD., INC. NO. 714826
5757 - 136 Street
Surrey, B.C.
V3X 1J4

(the "Owner")

OF THE SECOND PART

WHEREAS:

- A. The City and Baron Manor Centre Ltd., Inc. No. 702256 (the "Previous Owner") entered into a Heritage Revitalization Agreement dated for reference January 24, 2005 (the "Agreement") for the restoration, maintenance, and protection of the Baron Von Mackensen House, as more particularly described in the Agreement;
- B. Each capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Agreement;
- C. The Previous Owner has transferred the Lands to the Owner, who is bound by the terms and conditions of the Agreement by operation of the Agreement and the *Local Government Act*;
- D. The City and the Owner wish to amend the terms of the Agreement to reflect the change in legal description of the Lands and to update the historical and architectural details set out in the Conservation Plan.

NOW THEREFORE this Amending Agreement witnesses that in consideration of the sum of \$1.00 paid by each party to the other and other good and valuable consideration (the receipt and sufficiency of which each party hereby acknowledges), the parties hereby covenant and agree as follows:

1. Amendments

The Agreement is hereby amended as follows:

- a. Under the recital, "WHEREAS", Section A., by deleting the reference to the legal description and civic address of the Lands and replacing it with the following:

Parcel Identifier: 026-323-184
Lot 1 Section 34 Township 8 New Westminster District Plan BCP17777

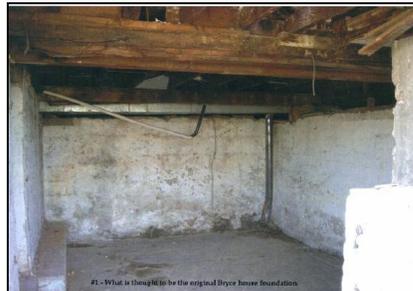
9568 – 192 Street

- b. In Section 14 of the Agreement, by deleting the mailing address of the Owner and replacing it with the following:

5757 – 136 Street
Surrey, British Columbia
V3X 1J4

- c. In Schedule "A" of the Agreement under "Part 1 – Historical and Architectural Background", Section 3, "Exterior Appearance and Structures" by inserting the following new subsection (n) following subsection (m):

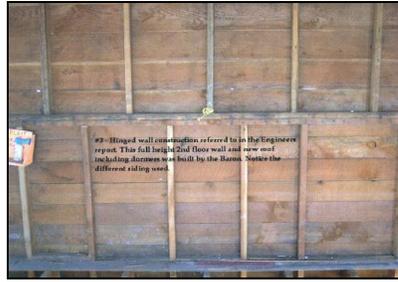
(n)



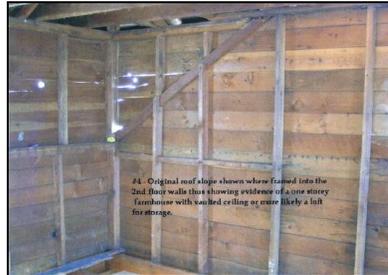
It appears that the first original farmhouse may have been smaller at one time than the current West block of the structure, as evidenced by the smaller foundation walls in the basement. They currently provide no structural support or influence on the building above.



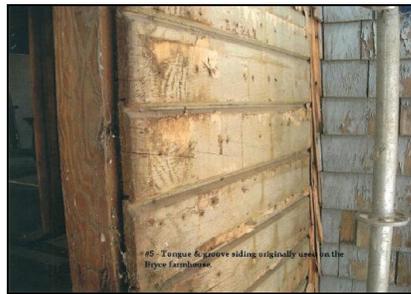
Prior to the 1900s houses generally were not built on concrete foundations so it was likely that the original farmhouse was built on a wood foundation and the basement was later dug out and the foundation installed. This West block or section was made larger at some point in time as evidenced by the concrete block foundation that it now rests on outside of the original foundation.



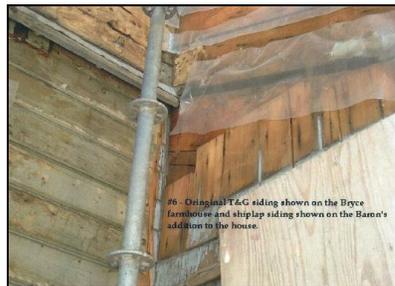
The West wing or core block of the house appears to have been a one-room farmhouse with a loft or attic space as evidenced by the first floor walls, which extend past the second floor joists approximately 3'.



The gable ends also show the slope of the original roofline. At some point (probably before the Baron took ownership as the spacing of studs and rafters are 24 -30" apart) the owner extended the walls for a second storey and built a new roof complete with dormers.



The Baron's influence is evidenced again by a change in siding from a tongue and groove siding (see upper picture) used on the original house footprint and a shiplap siding (see lower picture) used on the East wing. The Siding on the East Wing was installed on a 45-degree angle, which shows the Baron's Architectural background and knowledge of structural issues. The East wing addition also has the wall studs spaced at 16" on center and the floor joists spaced at 24" on center further showing his structural knowledge and financial capacities. The Baron's East Wing addition is also evidenced by the original builders tongue and groove siding found on the interior partition wall that divides the house North/South.



2. Due Execution

The Owner hereby represents and warrants to the City that this Amending Agreement has been duly authorized and executed by the Owner and that the delivery of this

Amending Agreement has been duly authorized by all necessary corporate action on the part of the Owner.

3. Full Force and Effect

The City and the Owner hereby agree that the Agreement shall hereinafter be read and construed in conjunction with this Amending Agreement and be regarded as being amended only to the extent herein provided that all the terms, covenants, provisos, conditions and provisions of the Agreement, as amended hereby, shall continue to be in full force and effect and nothing herein contained shall operate or be construed to modify or otherwise affect the rights and obligations created by the Agreement as amended hereby.

4. Enurement

This Agreement shall ensure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Owner.

5. Notice to be Filed

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

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the date set out above.

CITY OF SURREY

by its authorized signatories

Dianne Watts
Mayor

Jane Sullivan
City Clerk

BARON MANOR CENTRE LTD., INC. NO. 714826

by its authorized signatories

Rob Randhawa