

CITY OF SURREY

BY-LAW NO. 14749

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 amended, re-enacted or consolidated from time to time and any successor statute, enter into a heritage revitalization agreement with the owner of heritage property.

B. The Council considers that certain lands and premises situate within the City described as:

Parcel Identifier: 023-211-351
Parcel 1, Section 33, Township 8, New Westminster District, Plan
LMP25295

(19016 - 96 Avenue)

(the "Lands")

have heritage value and heritage character and ought to be conserved.

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.

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

1. The City Council is authorized hereby to enter into that certain Heritage Revitalization Agreement, which includes Schedules "A" and "B" attached thereto, and 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 Council to sign and seal the Heritage Revitalization Agreement.
3. Schedule "1" (the "Heritage Revitalization Agreement") forms part of this By-law.
4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2002, No. 14749."

READ A FIRST AND SECOND TIME on the 8th day of July, 2002.

PUBLIC HEARING HELD thereon on the 22nd day of July, 2002.

READ A THIRD TIME on the 22nd day of July, 2002.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 17th day of February, 2003.

_____ MAYOR

_____ CLERK

SCHEDULE "1"

[To City of Surrey Heritage Revitalization Agreement By-law, 2002, No. 14749]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the 17th day of February, 2003.

BETWEEN:

THE SYNOD OF THE DIOCESE OF NEW
WESTMINSTER

Suite 580, 401 West Georgia Street
Vancouver, British Columbia,
V6B 5A1

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY

14245 – 56 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: 023-211-351
Parcel 1, Section 33, Township 8, New Westminster District, Plan
LMP25295

(19016 - 96 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*, 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 improvements 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 and plans attached as Schedule "A" (the "Conservation Plan") to this Agreement.
- F. The Church identified in the Conservation Plan as St. Oswald's Anglican Church (the "Church") is protected by Surrey Municipal Heritage Site Designation By-law, 1983, No. 7498.

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 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, 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 (Schedule "A") forms a part of this Agreement and to the extent that the text, photographs and plans constituting the Conservation Plan require interpretation, the City shall determine the matter and Section 15 of this Agreement shall apply; and

- (b) The Conservation Plan (Schedule "A") constitutes three parts:

Part I of the Conservation Plan identifies, details and describes the character, extent and nature of the improvements on the Lands that have *heritage value* and *heritage character*.

Part II of the Conservation Plan provides for the timing and phasing of, and sets out standards and specifications for, relocation, restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Agreement.

Part III of the Conservation Plan sets out restrictions, requirements, guidelines and exemptions including any variances of the City's by-laws as applicable for the *conservation* and maintenance of all improvements on the Lands that have *heritage value* and *heritage character*, in addition to any necessary future construction.

Owner's Obligations to Conserve and Maintain

- 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 by the City;
- (b) each action of relocation, restoration, rehabilitation, replication, repair, replacement or maintenance, required by Part II of the Conservation Plan, shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out in Part II of the Conservation Plan;
- (c) all improvements identified in Part I 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 Part III of the Conservation Plan;
- (d) all those areas of the Lands not occupied by the buildings or structures as shown on the Surveyors Certificate on page A-13 forming part of the Conservation Plan, being lands in the opinion of the City necessary for the *conservation* of proximate improvements, identified in the Conservation Plan as having *heritage value* and *heritage character*, shall continue to remain free of all development and shall be kept in their landscaped and cultivated state, with the exception of burials as a necessary part of Church activities, as required in accordance with the guidelines set out in Part III of the Conservation Plan, and without limiting the generality of the foregoing, the elevation and configuration of the land shall not be altered, and no trees or landscaping shall be removed or cut, except for reasonable pruning and grooming as specified in Schedule "E" of Tree Preservation By-law, 1996, No. 12880, as amended;
- (e) in the event the Church is more than 50% destroyed by fire, explosion or other natural catastrophe, it shall be reconstructed in a massing and style similar to, but not necessarily identical to, the existing, and notwithstanding all provisions of Surrey Zoning By-law, 1993, No. 12000, as amended, any restrictions or relaxations provided by this Agreement to the Lands shall apply. The design of the reconstructed church shall reasonably resemble the original design components of the Church, including but not limited to the roof pitch, roofing material, roof lines including gables, wood cladding, window style, placement and material, and location of entrances; and
- (f) 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 provided in Sub-sections 2 (a), 2 (b), 2 (c), 2 (d) and 2 (e) of this Agreement are fully observed, and the Owner shall not do, cause or allow to be done anything that would be in breach of the restrictions herein.

Variation of By-laws

3. Pursuant to Section 966 (2) (b) of the Local Government Act, Part 31 Assembly Hall 1 Zone (PA-1), of Surrey Zoning By-law, 1993, No. 12000, as amended, is varied in its application to the Lands in the manner and to the extent as described in Schedule "B", which is attached hereto and forms part of this Agreement.

Construction and Maintenance

4. Wherever in 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, construction, heritage and *conservation* practices.

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 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 herein, wrongful or negligent failure or omission to comply with restrictions and requirements herein, or refusal, omission or failure of the City to enforce or require compliance by the Owner with the restrictions or requirements herein 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 herein and its obligations in respect thereof, 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 herein in a safe manner, and without reasonably foreseeable risk to person or property as aforesaid. Compliance with the restrictions and requirements in this Agreement shall be at the sole and exclusive risk 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 or its obligations herein, 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 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 herein, or breach or nonperformance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of its obligations hereunder, or by reason of any wrongful act or omission, default or negligence of the Owner.

Damages

9. 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 3 of this Agreement.

No Waiver

10. 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

11. 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 thereunder, or pursuant to statute, by the City shall stop, limit or impair the City from relying upon and enforcing this Agreement.

Compliance with Laws

12. 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 herein 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

13. Any notice to be given hereunder 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, B.C. V3X 3A2

If to the Owner:

Attention: Business Administrator
The Synod of the Diocese of New Westminster
Suite 580, 401 West Georgia Street
Vancouver, B.C. V6B 5A1

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

Arbitration

14. 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 this 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; and
 - (e) any arbitrator's decision in respect of the exercise of discretion by the City shall be final, conclusive and binding on all parties.
15. Without limiting the City's power of inspection conferred by statute and in addition thereto, the City shall be entitled at all reasonable times and from time to time to enter onto the Lands 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

16. The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement or any provision hereof.

Schedules

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

Number and Gender

18. 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

19. 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

20. All restrictions, rights and liabilities herein imposed upon or given to the respective parties 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 herein on the part of the Owner.

Notice to be Filed

21. 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.

Signed, Sealed and Delivered)
by _____)
in the presence of:)
)
_____)
Name)
_____)
Address)
_____)
_____)
_____)
Occupation)

Name

Name

The Corporate Seal of)
CITY OF SURREY)
was hereunto affixed in the)
presence of:)
)
_____)
Mayor)
)
_____)
Clerk)

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SCHEDULE "A"

Conservation Plan

Part I - Historical and Architectural Background

The Church is located on the Surveyors Certificate dated November 1, 2001 and shown on the photographs dated January 2002, which are attached to and form part of this Agreement

In 1910, anticipating extensive development due to the CNR terminals at Port Mann, Walter J. Walker, a wealthy real estate developer and former Surrey Reeve, donated \$50,000 for the construction of three Anglican churches in North Surrey: St Helen's in Royal Heights, St. Aiden's in Tynehead (since demolished) and St. Oswald's in Port Kells. The Kells family donated 8 of the original town lots for the Church, which was dedicated in 1911 by Father Cecil Leonard. The anticipated development due to the CNR Terminal in Port Mann failed to occur, and the area remained rural in character, the town lots reverting to agricultural uses. Industrial development has been relatively recent following the completion of Highway 1. St. Oswald's has remained a rural church: it did not have its own clergy, but was part of a circuit operating out of St. Helen's. After World War II, St. Oswald's joined Christ Church, Surrey Centre. The Church's name derives from St. Oswald, a Northumbrian King and champion of Christianity, killed at Masefield in 642 A.D., during a battle with Render, the heathen King of Mercia.

The trees from the church property were transported by wagon to Wade's Mill in Port Kells for cutting. The balance of the lumber needed for the siding and interior of the Church was donated by Wade's Mill. The stained glass windows in the apse were added in 1935, Choir stalls were added in 1947 and a small addition was made to the vestry in 1948. The church hall was demolished in the 1970s. Ownership has remained with the church all these years.

The Church is set close to the north side of 96 Avenue and a small cemetery is located on the south and east sides. There is a row of mature trees along the boulevard running south from 96 Avenue on 190 Street. The trees consist of one Red Oak, one Western Red Cedar and four Douglas Firs. The Red Oak was sent from England and planted in 1935 to celebrate the 25th anniversary of the Church.

The style of the Church is Gothic Revival with a strong Tudor influence, characteristic of the late Victorian period. Tudor elements include steep pitched roofs, leaded stained glass windows, decorative wood trim and flattened arches seen in the apse end window frame, door frames, and in the cross beam supporting the pedimented gable. A primary feature of the building is the squat tower on the north facade, with a shallow hipped roof and horizontal ribbon windows. Other features include the heavy timber entry porch with pedimented gable, parallel entrance doors, beaded doorknobs and a rooster weather vane from England.

The massing of the Church is a wide, low rectangular volume with the square squat tower partially inset into the rear of the north side elevation. The tower and vestry addition project perpendicularly from the left side, creating an overall L-shape. The cladding is simple drop siding. The windows are clear leaded glass in fixed wood sash, rectangular sash in pairs, triples and quadruples. The window at the apse end, the window behind the altar is triple sash in stained glass set inside a shallow arch. The roof is pitched, cross-

gabled (the main gable ends are the front and rear faces of the Church), dormers with gabled vents and half hipped porch roof with pedimented gable. The roof is covered with cedar shingles.

A separate building (church hall) for hosting activities and functions related to the Church parish was constructed on the Lands in 1998 - 1999.

Photographs of the Church are shown on pages A-7 to A-10 and of the Church Hall on pages A-11 and A-12 of this Agreement (The coloured versions of these photographs are deposited with the City Clerk).

The restrictions and requirements pertaining to the Lands are limited to the structure and exterior of the Church and, by virtue of being located on the Lands, also the Church Hall which is shown on the Surveyors Certificate as Existing Building #9566 on page A-13 and on the Site Plan on page A-14 of this Agreement.

Part II - Standards and Specifications of Restoration and New Construction

1. Structure and Exterior of the Church and Church Hall

Subject to compliance with all by-laws of the City applicable to the Lands except as described in Schedule "B" of this Agreement and subject to the issuance of a building permit by the City, any and all renovations to the structure and exterior of the Church and Church Hall shall be carried out as follows:

The renovations, as shown on the attached pages A-14 to A-16 (for the new addition to the Church) and pages A-14, A-17 and A-18 (for the new addition to the Church Hall) shall be carried out with due regard for the *heritage value* and *heritage character* of the Church and the Lands.

Church

(a) Structural Integrity & Protection

- i. The front entrance porch (including all flooring, gables, roofing material, posts, railings and other design features), the front entrance wall (including the exterior siding material, windows and entrance doors and other design features) and the existing westerly dormer on the south face of the roof shall be carefully removed and stored in a weather-protected and secured enclosure so that all of the material and components are protected to allow their re-use and reconstruction.
- ii. The remaining structure and building shall be reinforced and supported to prevent their collapse or damage until the new addition is constructed. All construction and reconstruction work, including but not limited to the construction of the new addition, removal and reconstruction of the front entrance porch and front entrance wall and reinforcement and support of the remaining structure and building, shall be subject to the approval of and inspection by a professional structural engineer.

- iii. After the front porch and front wall are removed, the exterior and interior of the remaining building shall be adequately protected from the weather and secured until the new addition is completed.
- (b) Exterior Appearance
- i. The trusses of the roof of the new addition ("new roof") shall be aligned with the trusses of the existing roof such that the shingles on the new and the existing roofs will be uniformly leveled and the new and existing roofs will be indistinguishable in appearance.
 - ii. The gables on the east and west sides of the new roof shall be constructed to match the existing gables.
 - iii. The new dormer on the south face of the roof shall be constructed using the materials and components of the existing dormer mentioned in Sub-section 1(a)i of this Part of the Conservation Plan. If this is not possible, the new dormer may be constructed using new material. In any case, the new dormer shall match the existing dormer in size, shape, material and colour such that it is reasonably indistinguishable in appearance from the existing dormer, to the satisfaction of the City.
 - iv. The cedar shingles on the new roof shall reasonably match, to the satisfaction of the City, the cedar shingles on the existing roof of the Church in profile, shape, size, colour and application and if the existing shingles have been treated with a protective coating or sealant, the new shingles shall also be similarly treated..
 - v. The new cedar siding on the walls of the new addition shall reasonably match, to the satisfaction of the City, the existing cedar siding in profile, shape, size, colour.
 - vi. Two new windows, one with three mullions and the other with two mullions, are proposed on each of the north and south sides of the Church. All of the new windows shall reasonably match, to the satisfaction of the City, the corresponding existing windows in design and material including the leaded glass panels and colour of the window frames.
- (c) Reconstruction
- i. When deemed appropriate in the sequence of the construction of the new addition, the front porch and front wall mentioned in Sub-section 1(a)i of this Part of the Conservation Plan shall be reconstructed for completion of the building. During the reconstruction, all material and components of the front porch and front wall that are stored shall be carefully inspected and all damaged material and components shall be discarded and replaced. The replaced material and components shall reasonably match, to the satisfaction of the City, match those discarded in size and shape and shall be finished and painted such that they will be reasonably indistinguishable in appearance from the existing materials and components, to the satisfaction of the City.

- ii. The construction of the new addition and reconstruction of the front porch and front wall shall be carried out and completed in all aspects such that the new addition will be reasonably indistinguishable in appearance from the existing portion of the Church, to the satisfaction of the City.

(d) Interior

It is understood that the existing interior of the Church is not subject to the Heritage Site Designation By-law and, therefore, the interior of the new addition and any modifications required or planned to the interior of the existing church as a result of the new addition are not subject to this Agreement. However, this Agreement encourages the owner to carry out the interior work with due regard for the original or early interior components of the existing church, that contribute to and enhance the *heritage character* of the Church.

Church Hall

The new addition to the Church Hall shall be carried out and completed in all aspects such that the new addition will be reasonably indistinguishable in appearance from the existing portion of the Church Hall, to the satisfaction of the City. This includes, but is not limited to, the slope of the roof, dormers, roof material, size and shape of the windows, exterior siding, building height and exterior colours.

2. Landscaping

After the completion of the new additions to the Church and Church Hall, new landscaping shall be installed as soon as possible to augment the new additions. The new landscaping should be coordinated with the existing landscaping. Prior to the installation of the new landscaping, the proposed landscaping plans shall be referred to the General Manager, Planning and Development Department for review and approval.

3. Site Disturbance and Tree Protection

(a) Site Disturbance

- i. The Owner shall ensure that any disturbance to the existing grounds, including the excavation for foundations and any work required for connections to the underground services and utilities, is kept to a minimum with due regard for the protection of the existing graveyard and any significant vegetation. The owner shall ensure that all disturbed areas of the grounds are reasonably restored, to the satisfaction of the City.
- ii. Pursuant to Surrey's Tree Preservation By-law, 1996, No. 12880, as amended, the Owner shall protect all existing trees that are in good health and form with a trunk diameter of 30 centimeters or more measured at 1.4 metres from the highest point of the natural grade at the base of the tree. The Owner shall also protect the six trees along the east side of 190 Street, consisting of one Red Oak, one Western Red Cedar and four Douglas Firs designated Significant Trees in the said by-law and considered as heritage trees pursuant to Surrey's Heritage Site Designation By-law, 1993, No. 12009.

4. Timing

The exterior renovations and additions to the Church and Church Hall described in Section 1 of this Part of the Conservation Plan shall be completed within eighteen (18) months from the date of the issuance of a building permit by the City. The landscaping work and restoration of the disturbed areas of the Lands shall be completed, to the satisfaction of the City, subject to weather permitting but no later than six (6) months from the date of the completion of the new additions to the Church and Church Hall, to the satisfaction of the City.

5. Review and Approval

The Owner shall not commence nor allow anyone else to commence any work described in this Part of the Conservation Plan without first obtaining a building permit from the City. In this Part of the Conservation Plan, wherever the work is required to be performed to the satisfaction of the City, it shall be deemed to require approval of the General Manager, Planning and Development Department who shall seek advice of the Heritage Advisory Commission in determining whether the work performed is in keeping with this Agreement. The Owner shall advise the General Manager, Planning and Development Department when the work is ready for inspection.

Part III - Continued Maintenance, Protection and Future Construction

1. General

Wherever possible, original exterior features of the Church shall be retained. If any original features must be replaced, the new material shall be identical to the original. Where original features were removed through earlier renovations or alterations, and the replacements were not in keeping with the original style of the building, any subsequent replacement of these exterior features shall complement the building's heritage style.

The Church and Church Hall shall be maintained to prevent water intrusion and damages from sun, wind, weather, animals and vandalism. This includes the repair of roofing when necessary, and painting to protect exterior features. The trees mentioned in Sub-section 3(b) of Part II of the Conservation Plan shall be maintained in accordance with the Tree Preservation By-law, 1996, No. 12880, as amended.

All future construction work including all rehabilitation, replication, repair, replacement, and construction mentioned in this Part of the Conservation Plan shall require referral to the General Manager, Planning & Development for approval who shall seek advice of the Heritage Advisory Commission to determine the extent to which such work will likely affect the *heritage value* and *heritage character* of the Church and Lands and how any adverse effect should be mitigated. No referral or approval is required for any normal maintenance work that may be necessary to keep the exterior of the Church and Church Hall in good repair such as repainting in the existing colour and cleaning of the exterior surfaces or minor repairs that will not alter the *heritage value* and *heritage character* of the Church and Lands and normal maintenance of the grounds such as grass cutting, trimming or planting and replanting of shrubs

2. Fencing

The use of a fence along the north, west and south property lines is discouraged in favour of the use of low shrubs. If a fence must be used, the design, material and colour of the fence should be complementary to the *heritage character* of the Church and Lands. In either case, the plans for any new major landscaping work around the north, west and south perimeter or new fencing and any replacement fencing (including the replacement of the existing guard rail along 96 Avenue, either by the Owner or the City) shall be referred to the General Manager, Planning and Development Department for approval prior to installation.

SCHEDULE "B"

- A. Table C.4: Parking Requirements for Institutional Uses of Part 5 Off-Street Parking and Loading/Unloading, of Surrey Zoning By-law, 1993, No. 12000, as amended, is varied to reduce the number of parking spaces required for Assembly Halls from 34 to 20, provided that the maximum floor area of all buildings does not exceed 340 square metres [3,660 sq.ft.]. This variance does not apply to any buildings other than the buildings shown on pages A-14 to A-18 of this Agreement.
- B. Section F. Yards and Setbacks of Part 31 Assembly Hall 1 Zone (PA-1), of Surrey Zoning By-law, 1993, No. 12000, as amended, is varied as follows:
1. The side yard on flanking street is reduced from a minimum of 7.5 metres [25 ft.] or at least equal to the height of the highest building, whichever is greater, to 3.0 metres [10 ft.]. This variance shall apply only to the new addition proposed to the west of the Church as shown on pages A-14 to A-16 of this Agreement; and
 2. The side yard is reduced from a minimum of 3.6 metres [12 ft] or at least equal to the height of the highest building, whichever is greater, to 1.80 metres [6 ft.]. This variance shall apply only to the new addition proposed to the east of the Church Hall as shown on pages A-14, A-17 and A-18 of this Agreement.
- C. No other provision of the said Assembly Hall Zone (PA-1) of Surrey Zoning By-law, 1993, No. 12000, as amended is varied, except as noted in Sub-sections A.1 and A.2 of this Schedule.

-----END OF SCHEDULE "B"-----