

CITY OF SURREY

BY-LAW NO 15623

Amended by [17144](#)

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 and premises situate within the City described as:

Parcel Identifier: 005-859-921
Lot 18 Except Firstly: Part on By-law Plan 54405A; Secondly: Parcel C (By-law Plan 79250) Section 34 Township 8 New Westminster District Plan 26771

9564 - 192 Street

(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 including Schedule "A" 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 the Heritage Revitalization Agreement.
3. Schedule "1" forms a part of this By-law.
4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2005, No. 15623."

PASSED THREE READINGS on the 17th day of January, 2005.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 24th day of January, 2005.

MAYOR

CLERK

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SEH 5/12/10 9:30 AM

SCHEDULE "1"

To City of Surrey Heritage Revitalization Agreement By-law, 2005, No. 15623

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ___th day of _____, 200_

BETWEEN:

BARON MANOR CENTRE LTD., INC. NO. 702256
1200 - 200 Burrard Street
Vancouver, B.C.
V7X 1T2

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,
and having offices at
14245 56th Avenue
Surrey, British Columbia, V3X 3A2

(the "City")

OF THE SECOND PART

WHEREAS:

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

Parcel Identifier: 005-859-921
Lot 18 Except Firstly: Part on By-law Plan 54405A Secondly: Parcel C
(By-law Plan 79250) Section 34 Township 8 New Westminster District
Plan 26771

9564 - 192 Street

(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 survey plans attached as Schedule "A" (the "Conservation Plan") to this Agreement;
- F. The single family dwelling identified on the Conservation Plan as the Baron Von Mackensen House (the "House") is listed on the Surrey Heritage Register.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises of the parties hereto and for other good and valuable consideration (the receipt and sufficiency of 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; and
- (b) 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 sets out the maintenance strategy, general standards and exemptions for the *conservation* and maintenance of all improvements on the Lands that have *heritage value* and *heritage character*. Part III of the Conservation Plan, including the site plans and elevations attached as figures, sets out the standards and specifications for relocation, 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 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 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 the Baron Von Mackensen House 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 massing and style, 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 Baron Von Mackensen House shall capture the original character-defining elements and design components, including but not limited to the simple two-story volume with gable roof, roofing material, the front porch, exterior wood cladding, and the wood windows, style and trim;
 - (e) 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 herein.

Variations to Bylaws

3. This section does not apply.

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 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 hereof, 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 reasonable 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.

Alternative Remedies

9. Any performance by the City pursuant to a statutory right to perform the obligations of an Owner arising out of this Agreement may be exercised fully in accordance with the Local Government Act, and shall be without prejudice to any and all other remedies at law and equity available to the City, and no reference herein 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 3 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 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

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 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

14. 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: Baron Manor Centre
1200 - 200 Burrard Street
Vancouver, B.C. V7X 1T2

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

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; 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.

16. 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 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 provision hereof.

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 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

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.

INSERT NAME

by its authorized signatories

Mark Sager

CITY OF SURREY

Doug McCallum
Mayor

Margaret Jones
City Clerk

SCHEDULE "A"
CONSERVATION PLAN

PART 1 – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Introduction

The "Castle" – Baron Von Mackensen House (the "House") is perhaps one of the last remaining pioneer homes in the Port Kells area. The House represents a grand vision of the pioneers who settled in this part of the City in the early 1900s. It is believed that this building, under the ownership of the Baron, became a focal point of social activity in Port Kells from approximately 1910 until the outbreak of the First World War in 1914. The Baron, a German national, was suspected to be working in espionage for the German government. Federal documents confirm that the Baron was interned in Vernon in 1915 and that his property was confiscated and sold at that time and, in July 1919, he was deported to Germany.

The purpose of this Conservation Plan is to encourage the sensitive rehabilitation of the House, maintaining its historical integrity and ensuring its retention as a vital part of the Port Kells community. The House is to be retained on its present foundations with the surrounding lands developed by three commercial buildings, which are designed to be sympathetic to the House and to dramatically enhance and improve the community. It is intended that this development will be a landmark in the Port Kells area and set a high standard for heritage revitalization in Surrey.

The original House consists primarily of a two-storey structure on a subterranean basement, built circa 1900. The original House included a truncated bell tower with windows in the north elevation. This tower originally contained a bell, which was removed at the time of appropriation and later donated to St. George's Anglican Church in Langley.

The House is notable in that it is almost entirely clad in wood shingles, which are mostly coarse-cut with square-butt sidings. A shaped dormer and porticos articulate the roofline, and are enhanced by detailing of the shingles. For example, the pedimented gable ends of the south and west porticos exhibit a combination of staggered shingle and fish-scale patterns, while the south dormer uses alternating fish-scale and diamond patterns. The fascia profiles are also quite decorative, in keeping with modest flared eaves on the some dormers. Two original brick chimneys are located on opposite sides of the building.

While the House has been subject to a number of additions and alterations over the years, changes made to the exterior which are inconsistent with the historical value of the House can be easily rectified through the restoration process. Archival photographs are available to assist in this endeavour.

The interior of the House is organized around a large grand staircase visible from the front door, which grants access to the second floor.

2. Heritage Value and Character Defining Elements

The Baron Von Mackensen House is valued for its representation of the early development of Port Kells, conceived as a fresh-water port on the banks of the Fraser River. The townsite was laid out in 1889, and two years later became a stop on the New Westminster Southern Railway. Development was sporadic, but there was hope that the area would benefit from the Canadian National Railway's development initiatives at nearby Port Mann. These grandiose plans failed to materialize, and the area remained primarily agricultural until the construction of the Trans-Canada Highway in the 1960s facilitated industrial development in the area.

The House is significant for its association with Baron Carl Von Mackensen, a German national, who purchased the Bryce family home in 1910. The House became the focus of

social activity in the Port Kells area, with many occasions celebrated there, including an annual Christmas party. The Baron fell into disfavour at the onset of World War I.

The House is valued as a grand manor house from the early twentieth century. The original section of the House was initially constructed by the Bryce family at the turn of the twentieth century. Under the ownership of Baron Von Mackensen, the House was enlarged with the addition of the large east-west wing. The addition included a landmark nine-metre tall square bell tower, complete with bell. Located on the high point of the property, the House dominated the surrounding area. Inside, an open central hall with a grand staircase led off to the home's sixteen rooms. Adding to the speculation of Von Mackensen's spying activities were the internal passageways between rooms, which connected through communicating closets.

Key elements expressing the heritage value and defining the heritage character of the Baron Von Mackensen House being protected through this Heritage Alteration Permit include its:

- location at the top of a rise, visually prominent in the area
- view corridor to North Shore mountains
- form, scale and massing as exemplified in the two storey, irregular shape
- combination of Late Victorian and Edwardian style and detailing
- asymmetrical roofline: partially hipped roof with gabled south elevation; gable dormers; square bell tower; flared dormer eaves; and hipped roofs over two bay windows on south floor main elevation
- gabled entrance porticos with flared eaves on south and west elevations
- wood shingle cladding: mostly coursed, with staggered shingle pattern on the upper portion of the second-storey west elevation; fish-scale patterning in the gable ends on the south and west porticos; and alternating fish-scale and diamond patterning in the south gable end
- fenestration, including: double-hung 1-over-1 wood-sash windows; and paired wood-sash casement with single transom above
- two internal corbelled brick chimneys

- surviving interior features, including passageways between interior rooms through closets

3. Exterior Appearance and Structures

The following describes the specific exterior and structural element of the House that are integral to its character-defining elements:

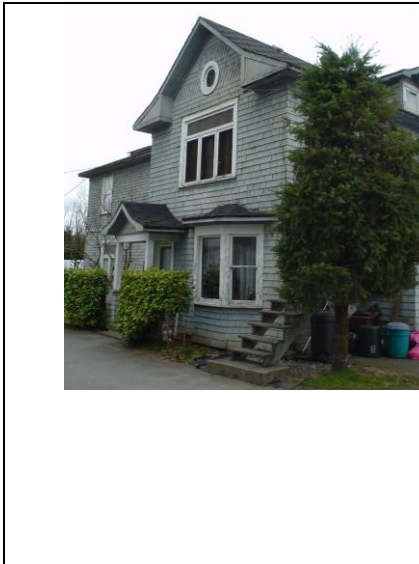
(a)



Context:

Industrial uses have encroached onto this once residential / farming area. The existing residence is now out of context with the surrounding industrial uses. The site slopes steeply towards the north, with the existing House situated at the highest point on the site.

(b)



The House was built in the late 19th century, with the original north/south section built by the Bryce Family circa 1900. It was later purchased by the Baron, Carl Von MacKensen who added the east/west wing.

The stylistic expression is Eclectic, with a variety of Victorian, Craftsman and Edwardian influences. Victorian Homes were typically a combination of details from many styles, as Eclecticism was considered a virtue. The Victorian period is known for lavish attention to detail, and a focus on domestic affairs.

(c)



The existing building was built just at the end of Queen Victoria's $\frac{3}{4}$ of a century reign. It was a time of change, and historical turbulence with Great Britain and North America. The educated Middle Class believed in the value of private property/commerce and the sanctity of the family.

(d)



The Baron Carl Von MacKensen House features coursed wood shingles with a staggered shingle pattern. The gable ends of the south and west portico feature fish scale patterns.

(e)



Double hung vertical windows adorn most façades, with a variety of casement and fixed windows.

Dormers feature small square windows as well as around porthole window, also known as an oculus. Anson windows feature pebbled glass.

(f)



The roof includes:

A partial hip with projecting attic gable, gable dormers, gabled entrance porticos, hipped roofs over bay windows, flared enclosed eaves and dormer eaves.

The existing tower has been truncated to 2 storeys with a hip roof over.

(g)



The House features two corbelled brick chimneys. The western chimney acts as a strong vertical element, extending from the ground to the attic.

(h)



The Development will restore the existing heritage building back to its former late Victorian era style. The House will be converted from a residential to a commercial restaurant use (neighbourhood pub). The overall site development will take cues from this restoration.

(i)



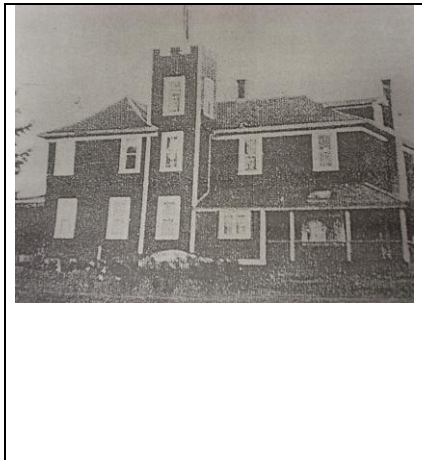
The existing asphalt shingles will be removed and new cedar shakes installed. Wood cedar shingle roofs were common during the 19th Century in the Victorian era. The existing balcony railing will be replaced with a structure sympathetic to the character of the House.

(j)



Although archival photos are black and white, and the existing colour has not yet been determined, the original wall colour appears to have been darker with white trims. In keeping with the photographs, the building will be repainted in a dark colour commonly used in the era.

(k)



As shown in this archive photo, the original building featured a tower with a crenellated parapet. Tower elements in Victorian buildings were the crowning glory of these buildings and were quite often seating areas for reading. The original 3-storey tower will be reinstated along with the uppermost double hung window.

Heat control by means of cross ventilation was another common use for towers in Victorian buildings.

(l)



Over the years, the building has gone through many renovations. The large fixed window on the second storey will be removed and a vertical rectangular double hung window will be reinstated.

(m)



The original building incorporated a veranda that will be reinstated in the restoration. Verandas were outdoor rooms with ornamental railings and broad roof expanses. This proposal will enclose the veranda as part of the restaurant, with clear glass to allow viewing from the outside of the restored bay windows.

4. Interior Appearance

The following describes the specific interior character-defining elements for the House:

(a)



View of the grand staircase inside the House. The open staircase is connected to the vestibule and is the main focal point within the residence.

The interior contains some original wood floorboards, limited wood detailing and trims, as well as doors and windows.

PART II – MAINTENANCE, STANDARDS AND PERMIT APPROVALS

1. General

A maintenance strategy shall be established, consisting of a Maintenance Plan and a Funding Strategy. The maintenance plan shall be prepared with input from an Architect that is acceptable to the City, who is knowledgeable in the restoration of heritage buildings. Issues to be addressed include water penetration and damage from sun, wind, weather and animals. Maintenance includes painting, sealing, weather-stripping and the like.

It is anticipated that restoration of the building will commence within three months of the adoption of the rezoning of the Lands by the City of Surrey. The Maintenance Plan and Funding Strategy shall include the following:

(a) Maintenance Plan:

Short term (6 months to 1 year):

- (i) Restore the original turret;
- (ii) Restore other exterior features consistent with historical photographs;
- (iii) Replace as required shingle patterns and windows;
- (iv) Paint exterior wood.

Long term (5+ years):

- (i) Paint exterior every ten years or sooner if required;
- (ii) Add new preservative-treated cedar shingles as required.

(b) Funding Strategy:

A long-term Funding Strategy shall be established in order to enable implementation of the Maintenance Plan.

The owner shall submit a Maintenance Plan and Funding Strategy for review and approval by the Heritage Advisory Commission and the Planning & Development Department within one year of Council's approval of this Heritage Revitalization Agreement. Proposed changes to the approved Maintenance Plan and Funding Strategy are subject to review and approval of the Heritage Advisory Commission and the Planning & Development Department.

2. Standards

The British Columbia Heritage Trust Conservation standards "Technical Paper Series numbers 9, 10 and 11" (dated November 1989) or successor standards as may be approved by the City are to be applied to all construction, maintenance, restoration or renovation works undertaken under Part II or Part III on the House.

3. Heritage Alteration Permit(s) Approval

Changes to the exterior of the building may require the Owner to apply for a Heritage Alteration Permit to be approved by the City Council upon recommendation of the General Manager of Planning & Development and the Heritage Advisory Commission.

If changes to the building structure, exterior or interior of the House involve replacement of existing elements and/or new construction that are not provided for in the Conservation Plan, the changes shall be referred to the Planning & Development Department to determine whether a Heritage Alteration Permit and Heritage Advisory Commission review is required. If so, the Owner must apply for a Heritage Alteration Permit. Minor changes to issued Heritage Alteration Permits may be made subject to

approval by the Heritage Advisory Commission and the General Manager, Planning & Development;

If simple repair and maintenance of existing elements not affecting the building's structure, exterior or interior appearance is proposed, a Heritage Alteration Permit will not be necessary provided the work is done on the recommendation of and under the direction of an independent Architect acceptable to the City with expertise in restoration of heritage buildings.

The general intent is to promote restoration and retention of existing materials and elements wherever possible. If restoration is not feasible, replacements shall be constructed to match existing in terms of form, detailing and materials. Where original features have already been removed, altered or replaced by stylistically foreign elements, new replacements shall be consistent with the original design and done in consultation with an independent Architect, acceptable to the City, with experience in heritage restoration.

4. Building Permit Approval

A Building Permit shall be consistent with the provisions of the Conservation Plan or with a Heritage Alteration Permit where such a permit is required pursuant to Section (3);

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

PART III – RESTORATION STANDARDS AND SPECIFICATIONS

1. Foundation

The House will remain on its original foundations.

2. Roof Structure and Cladding

Repairs and replacement of the cedar shingle siding, roof and building structure shall be overseen by an independent Architect, acceptable to the City, with expertise in the field of heritage restoration.

3. Building Envelope, Wood Detailing and Trims

The existing cedar cladding on the House will be restored as required with consistent shingle siding material.

The exterior paint colour may be changed to reflect the original appearance of the House, with dark-coloured walls and white trim. A contrasting complementary paint colour will be used for windows, doors and wood trims. Before an external colour scheme is selected by the owner for the House, the original paint colour will be assessed by an independent Architect, acceptable to the City, with expertise in the field of heritage restoration. The external colour scheme is subject to the approval of the City Architect. The City Architect may consult with the Heritage Advisory Commission about the colour scheme.

The window and door trims shall be inspected at the time of the removal of any siding and any boards that show signs of damage or decay shall be replaced to match the existing and repainted if restoration is not possible.

The existing windows and doors shall be retained whenever possible and if replacement is required, such will be done to be consistent with the most “period consistent”

replacements available. In the event that any windows and exterior doors must be replaced due to aging or deterioration of materials, the replacement shall match the original in terms of style, shape, materials and assembly, and the original shall be retained on site.

The front porch, posts, flooring, trims and other original design features shall be retained. The porch posts may be replaced by an identical solid wood post if an Architect with expertise in the field of heritage restoration advises they are past the possibility of preservation in their original form and this assessment is accepted by the City. Floorboards which cannot be preserved due to significant rot and decay shall be replaced with wood tongue and groove boards or planks in a similar size and profile.

4. Interior Condition

The interior of the House will require significant renovation for its adaptive use and as such, rehabilitation, replication, repair, replacement or maintenance of the interior will not be part of this Agreement. The grand staircase shall be retained as the main focal point within the interior of the House. Wherever possible, original or early interior elements contributing to heritage character, including the original floorboards, wood detailing and trims, doors and windows, shall be retained.

Internal renovations are subject to the approval of the City Architect. The City Architect may consult with the Heritage Advisory Commission about the internal renovations.

5. Landscaping

The landscaping shall be installed to match the applicable plan attached to Development Permit 6704-0077-00 (the "Development Permit") that applies to the Lands. The intent is to create an appropriate landscaped setting for the heritage building, including retention of existing trees on the site and the adjacent site to the south. Special attention will be

paid to the grade transition to the lower parking level, particularly due to the visual prominence of the House from the north.

6. Signage, Lighting and Accessory Buildings

The following provisions shall apply:

(a) Signage and Lighting

Signs should be unobtrusive, constructed in natural materials such as wood, and externally illuminated in order to be compatible with the heritage building and the character of the building. Plastic signs, high gloss materials, back-lit signage and bright colours should generally be avoided. Signs shall not be constructed or located in such a way as to obscure any architectural features, and shall be compatible in terms of size, shape, material, texture, colour and method of lighting. Any freestanding sign shall be low profile, limited to two metres in height, in keeping with the design of the House, a minimum of 2 metres inside the property line, and incorporated into a generous landscaping feature. The Development Permit shall be consistent with these guidelines.

Site lighting shall be consistent with historical nature of the House. Any freestanding light fixtures should be pedestrian-scaled (i.e. 15 feet), decorative non-glare types. Details and a lighting plan shall be included in the Development Permit.

(b) Accessory Buildings and Structures

Current outbuildings on the property may be removed or relocated as part of the Development Permit process. Future accessory buildings shall conform to the Development Permit that applies to the lands.

7. Plans and Elevation

Figures 1 through 5 are attached to and forming part of this schedule.

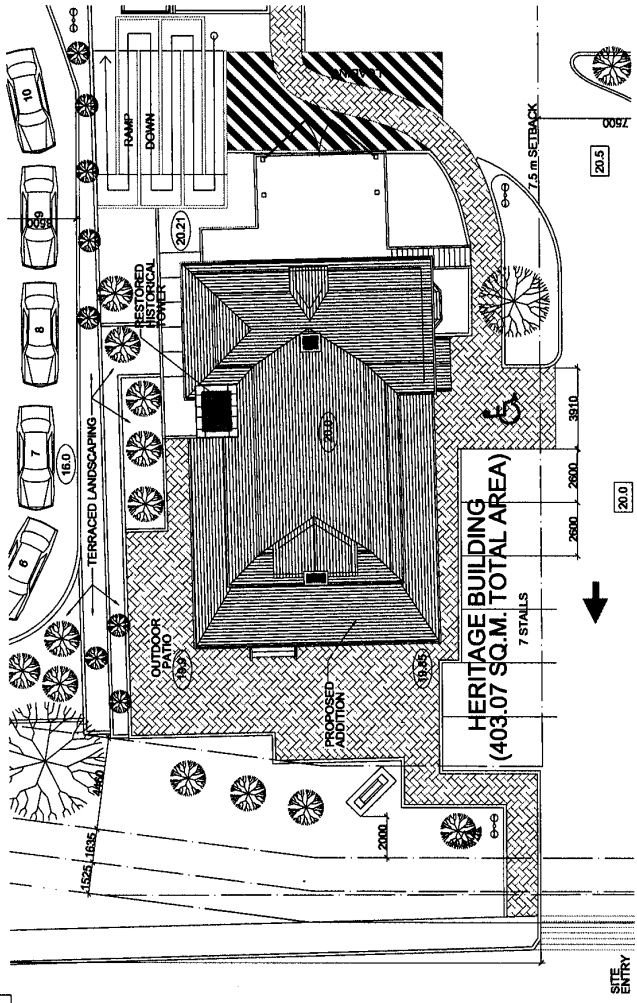
These figures depict the above described and additional details regarding the standards and specifications for relocation, restoration, rehabilitation, replication, repair, replacement or maintenance to be undertaken and completed pursuant to this Agreement.

Where Figures 1 through 5 differ from those attached to the Development Permit respecting the House, Figures 1 through 5 attached hereto, in the event of a conflict, shall supercede those attached to the Development Permit.

Note: Terms used in Schedule "1" of this Agreement, including Schedule "A" attached thereto, that are italicised, are defined in Surrey Zoning By-law, 1993, No. 12000, as amended, and shall take their meaning from the By-law.

APPENDIX A

NOTE:
VIEW CORRIDOR TO
BE PRESERVED.



NOTE:
SEE DP FOR SITE LAYOUT, GRADING,
TREATMENT OF EXPOSED CONCRETE
WALLS, AND LANDSCAPING.

1
DP1.1
PARTIAL SITE PLAN
MAY 1999

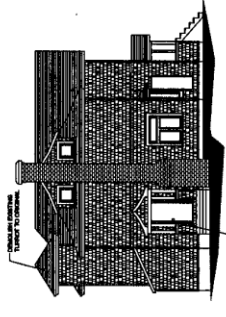
DP1.1

PARTIAL SITE PLAN

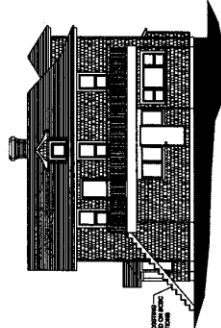


BARON MANOR CENTRE
9564 - 192 STREET, SURREY, B.C.
#380-985 DUNSMUIR ST., VANCOUVER, BRITISH COLUMBIA, CANADA V6C 1N5

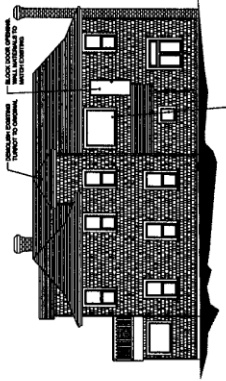
APPENDIX B



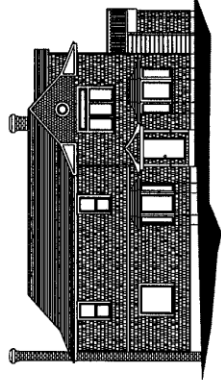
8 EXISTING WEST ELEVATION
SCALE: 1/8" = 1'-0"
DP2
MAY 2012 (REVISED)



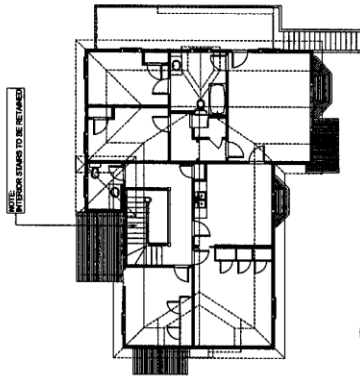
8 EXISTING EAST ELEVATION
SCALE: 1/8" = 1'-0"
DP2
MAY 2012 (REVISED)



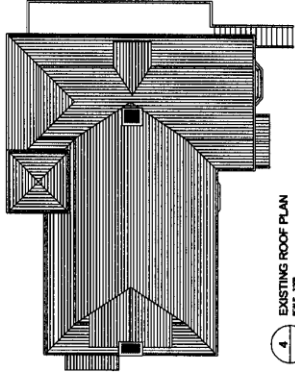
5 EXISTING NORTH ELEVATION
SCALE: 1/8" = 1'-0"
DP2
MAY 2012 (REVISED)



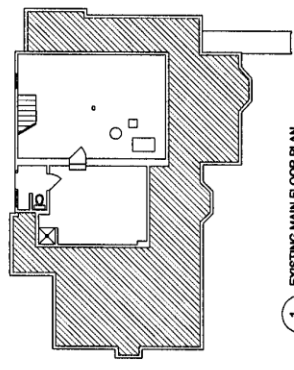
7 EXISTING SOUTH ELEVATION
SCALE: 1/8" = 1'-0"
DP2
MAY 2012 (REVISED)



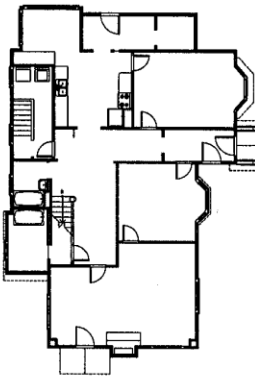
2 EXISTING MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0"
DP2
MAY 2012 (REVISED)



4 EXISTING ROOF PLAN
SCALE: 1/8" = 1'-0"
DP2
MAY 2012 (REVISED)



1 EXISTING MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0"
DP2
MAY 2012 (REVISED)



3 EXISTING MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0"
DP2
MAY 2012 (REVISED)

DP2

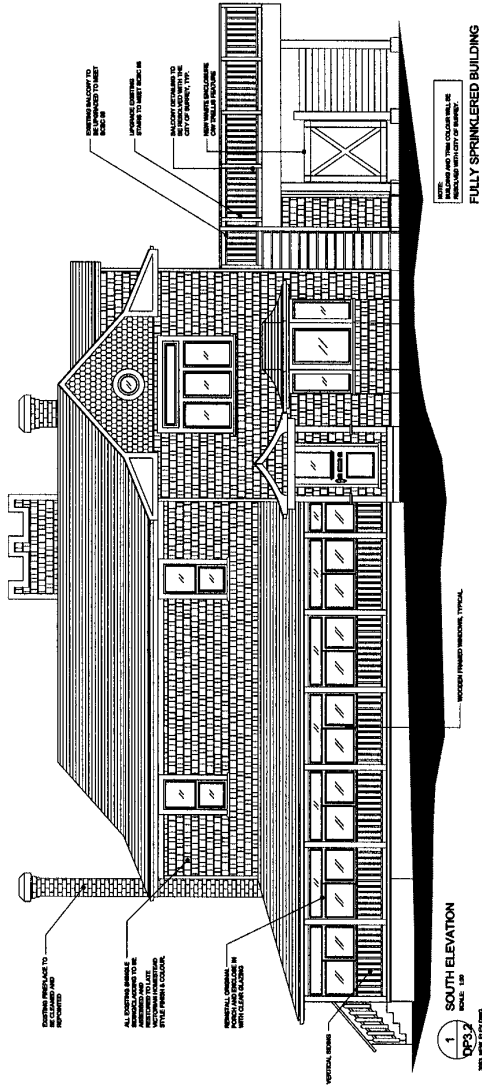
EXISTING FLOOR PLAN AND ELEVATIONS

BARON MANOR CENTRE
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B-16

APPENDIX C



B-17

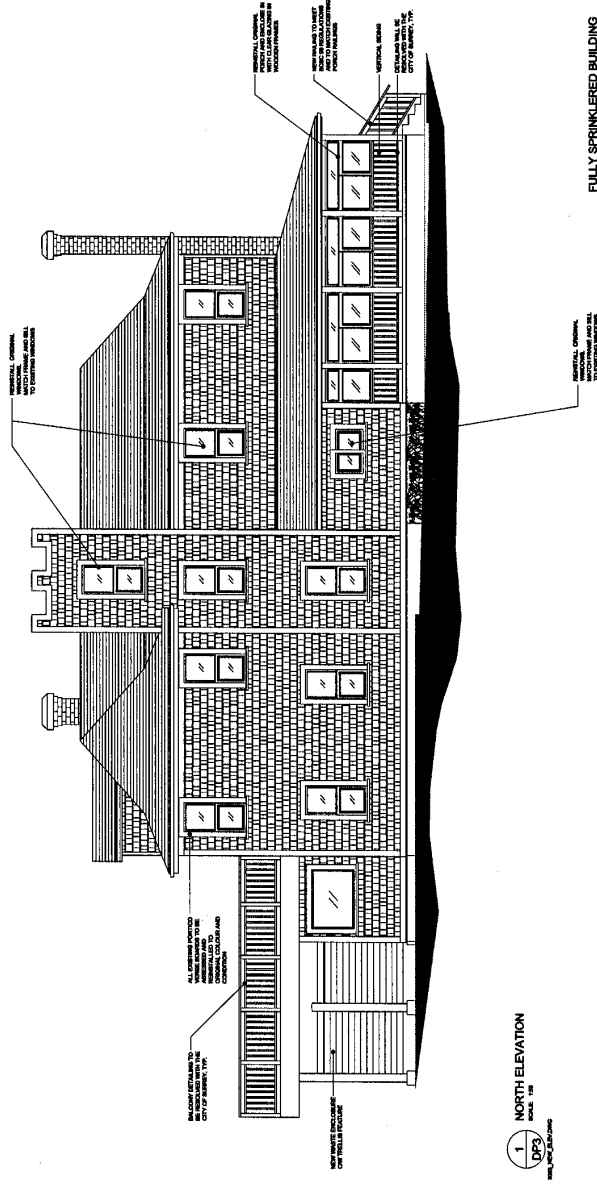
DP3

PROPOSED RENOVATION
AND RESTORATION

BARON MANOR CENTRE
9564 -192 STREET, SURREY, B.C.
#380-885 DUNSMUIR ST., VANCOUVER, BRITISH COLUMBIA, CANADA V6C 1N5



APPENDIX E



1 NORTH ELEVATION
SCALE 1/8" = 1'-0"

FULLY SPRINKLERED BUILDING

DP3.2

PROPOSED RENOVATION AND RESTORATION

BARON MANOR CENTRE
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