

NO: R084

COUNCIL DATE: May 9, 2011

REGULAR COUNCIL

TO: **Mayor & Council** DATE: **May 9, 2011**

FROM: **General Manager, Planning and Development** FILE: **7910-0215-00**

SUBJECT: **Heritage Revitalization Agreement (HRA) – Application No. 7910-0215-00**
John Horner House – 12645 - 14B Avenue

RECOMMENDATIONS

The Planning and Development Department recommends that Council:

1. Receive this report as information;
2. Authorize the City Clerk to bring forward for the required readings the Heritage Revitalization Agreement By-law (the "HRA By-law") for the John Horner House, which is attached as Appendix I to this report; and
3. Authorize the City Clerk to file the appropriate notice at the Land Title Office and with the Minister in accordance with Section 966 of the *Local Government Act*.

PURPOSE

The purpose of this report is to obtain Council approval of a heritage revitalization agreement and related by-law to protect the historic John Horner House.

BACKGROUND and DISCUSSION

Historical Background and Heritage Value

The John Horner House (the "Horner House") is located at 12645 - 14B Avenue, as shown in Appendix II. The House is listed on the Surrey Heritage Register and has been given a rating of 83% on the standard Surrey Heritage Evaluation Worksheet. A rating of 70% is considered sufficient for a building to be classified as a heritage building for the purposes of the Register.

The Horner House is a one and one-half storey wood-frame building set on a lot with mature vegetation. This historic dwelling is characterized by its arched open front veranda with hipped roof and its twin-coursed cedar shingle siding. Completed circa 1924, the Horner House is significant for its association with the development of the Ocean Park neighbourhood. Located in the southern portion of the City of Surrey, Ocean Park was established in 1905 when W. Pasco Goard, real estate advertiser and former minister for the Methodist Church, acquired and subdivided a large area of land adjacent to the waterfront. By 1909, the Great Northern Railway (GNR) had arrived in the area. In 1912, the residents of Ocean Park constructed their own local

railway stop. With the railway came more settlers, and as more families arrived, the need for infrastructure and amenities increased. In 1916, the first Ocean Park School was constructed and by 1922 the first Ocean Park Post Office had been built.

John Horner (1852 - 1934), the original owner of the Horner House, was a prominent local citizen and one of the area's major landowners. In 1924, Mr. Horner donated land for the construction of a community hall (the Ocean Park Community Hall). Houses like the Horner House remain representative of the early development of the Ocean Park neighbourhood of Surrey.

The Horner House is valued for its modest Craftsman style architecture. The Craftsman style was typified by rational space planning, the use of natural materials and a mix of traditional design elements inspired by the Arts and Crafts movement, such as sloping rooflines, overhanging eaves, and patterned wood shingles. The Craftsman style was popularized through countless periodicals and plan books, expressing both the traditional aspects of the Arts and Crafts movement as well as modern lifestyles. The Horner House represents the reserved type of building construction occurring in Surrey during the austere inter-war period of the mid-1920s. Incorporating quality local materials such as cedar shingle siding and modest design elements, the Horner House illustrates the persistent influence of the Craftsman style of architecture during the inter-war period.

The key elements that define the heritage character of the Horner House include its:

- setting within the Ocean Park neighbourhood;
- continuous residential use;
- wood-frame construction;
- residential form, scale and massing, as expressed by its one and one-half storey height plus full basement, front-gabled roof and side-shed dormer;
- Craftsman style details such as twin-coursed shingle siding, wide overhanging eaves, pointed bargeboards, and arched full-width hipped-roof projecting front veranda with closed balustrades; and
- original windows, including double-hung and casement wooden sash windows with vertically proportioned panes.

Heritage Revitalization Agreement

The heritage revitalization agreement (HRA) is a voluntary agreement between land owners and the City. This agreement is given effect through a By-law under Section 966 of the *Local Government Act*. The proposed HRA By-law is attached as Appendix I to this report. The HRA By-law consists of two parts, as follows:

1. *The Heritage Revitalization Agreement*

The HRA outlines the owners' obligations and responsibilities for long-term preservation and conservation of the House. This includes provisions to rebuild the Horner House in the unlikely event that the building is destroyed.

2. ***The Conservation Plan, which includes:***

- a description of the heritage significance of the Horner House;
- a list of the character-defining elements of the Horner House;
- a description of the maintenance and restoration requirements consistent with the heritage character of the Horner House; and
- an indication of what intervention would require or would not require issuance of heritage alteration permits before works can be undertaken.

The owners will determine when to undertake restorations and maintenance in accordance with the Conservation Plan.

The application was referred to the Heritage Advisory Commission (the "HAC") on April 27, 2011. At that time, the HAC made the following recommendation:

"The Heritage Advisory Commission recommends that the General Manager, Planning and Development forward the John Horner House HRA (12645 - 14B Avenue), as presented during the April 27, 2011 Heritage Advisory Commission Meeting, to Council for consideration".

Process

The owners of the Horner House have applied to the City to put in place a HRA and related By-law to protect and preserve the Horner House as an important part of Surrey's heritage, and to become eligible for financial incentives available from the City for the maintenance of the building.

The HRA By-law is not subject to a public hearing requirement as a change in use or density is not being proposed. In accordance with Section 966 (8.1) of the *Local Government Act*, Council may give three readings to the HRA By-law and adopt the By-law at the same Council Meeting.

Once the HRA By-law is given final adoption, the City Clerk will arrange to have the HRA executed and, in accordance with Section 966 (9) *Local Government Act*, will send a notice to the responsible Provincial Minister and file a notice of the HRA on the title of the land at the Land Title Office. A copy of the HRA will also be sent to the property owners.

Legal Services has reviewed the proposed the HRA By-law and has no concerns.

Financial Assistance

The City of Surrey Heritage Sites Financial Assistance By-law, 2003, No. 15099 establishes that heritage properties that are subject to a heritage revitalization agreement are "City Heritage Sites". The owners of such properties may apply to Council for up to 50% of the value of repairs or restoration work for such Sites to a maximum amount per Site of \$5,000 per year.

Under Section 225 of the *Community Charter Act*, owners of protected properties may request that Council consider passing a by-law to exempt the eligible property from municipal property taxes to the extent provided in the by-law. The subject property is not currently exempted from property taxes.

CONCLUSION

The Horner House is one of the last remaining significant historic buildings in the Ocean Park neighbourhood. It has been listed on the Surrey Heritage Register for over 10 years and is in excellent condition. The owners are committed to retaining the Horner House and maintaining its character-defining elements. With a rating of 83%, the Horner House is an excellent candidate for long-term conservation. Based on the above discussion it is recommended that Council:

- authorize the City Clerk to bring forward for the required readings the HRA By-law for the Horner House, which is attached as Appendix I to this report; and
- authorize the City Clerk to file the appropriate notice at the Land Title Office and with the Minister in accordance with Section 966 of the *Local Government Act*.

Original signed by
Jean Lamontagne
General Manager
Planning and Development

ES/kms/saw

Attachments:

Appendix I Heritage Revitalization Agreement (HRA) By-law
Appendix II Location Map – John Horner House

CITY OF SURREY

BY-LAW NO.

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

WHEREAS:

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

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

Parcel Identifier: 010-822-810
 Lot 17 Block 15 Section 7 Township 1 New Westminster District Plan 2834
 12645 - 14B Avenue
 (the "Lands");

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

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

- 1. The City is authorized hereby to enter into that certain Heritage Revitalization Agreement including Appendix "A" attached thereto and appended to this By-law as Schedule "I" (the "Heritage Revitalization Agreement") in respect of the Lands.

- 2. The Mayor and the City Clerk are authorized on behalf of the Council to sign the Heritage Revitalization Agreement and to register a notice on the title of the Lands.
- 3. Schedule "I" forms a part of this By-law.
- 4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 2011, No. _____."

READ A FIRST AND SECOND TIME on the ____ day of ____ 2011.

READ A THIRD TIME on the ____ day of ____ 2011.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the ____ day of ____ 2011.

_____ MAYOR

_____ CLERK

SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement By-law, 2011, No. _____]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ___ day of _____, 2011

BETWEEN:

████████████████████
12645 - 14B Avenue
Surrey, British Columbia
V4A 1J7

████████████████████
12645- 14B Avenue
Surrey, British Columbia
V4A 1J7

(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: 010-822-810
Lot 17 Block 15 Section 7 Township 1 New Westminster District Plan 2834

12645 - 14B Avenue

(the "Lands");

- B. The Owner and the City consider that the Lands, including the improvements and features on the Lands, have *heritage value* and *heritage character*;
- C. The Owner and the City desire to conserve the *heritage value* and *heritage character* of the Lands;

- D. For the purpose of conservation of the *heritage value* and *heritage character* of the Lands, the Owner and the City have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the *heritage value* and *heritage character* of the Lands;
- E. The Owner has agreed to the terms for compensating the City for the loss in heritage value in accordance with Section 2(f) of this Agreement in the event the heritage improvements or features on the Lands are moved or destroyed other than through natural causes;
- F. The improvements or features on the Lands which have *heritage value* and *heritage character* which both the Owner and City desire to conserve have been described by text, photographs, plans and drawings attached as Appendix "A" (the "Conservation Plan") to this Agreement;
- G. The improvements or features identified in the Conservation Plan as the John Horner House (the "House") are listed on the Surrey Heritage Register and the Owner and the City consider that the House has *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the House; and

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

Conservation Plan

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

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

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

2. The Owner covenants and agrees that:
 - (a) No improvements on the Lands identified in the Conservation Plan as having *heritage value* or *heritage character* shall be *altered*, including alterations required or authorized by this Agreement, except as agreed to in writing by the City.
 - (b) Each action of 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 House is damaged, the Owner of the Lands accepts the obligation to undertake all necessary construction to restore the damaged portion or portions of the House to its original condition. The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to restore the damaged portion or portions of the House. The heritage alteration permit shall be subject to review by the Heritage Advisory Commission. The restoration of the House shall reflect the character-defining elements and design components including, but not limited to: its setting within the Ocean Park neighbourhood; continuous residential use; wood-frame construction; residential form, scale and massing, as expressed by its one and one-half storey height plus full basement, front-gabled roof and side-shed dormer; Craftsman style details such as twin-coursed shingle siding, wide overhanging eaves, pointed bargeboards, and arched full-width hipped-roof projecting front verandah with closed balustrades; and original windows, including double-hung and casement wooden sash windows with vertically proportioned panes, all as subject to approval by the City Architect or designate.
 - (e) In the event the House is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the House. The Owner is required to apply for and to hold a heritage alteration permit specifying the measures to be taken to create a replica of the House. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. If the design is not an exact replica, the massing and the style shall be similar to the original building, and a heritage alteration permit shall be required before a building permit can be issued for reconstruction to take place. The construction of the replica or replacement of the House shall reflect the character-defining elements and

design components as described in Section 2(d), all as subject to approval by the City Architect or designate.

- (f) In the event that the House is destroyed, in addition to the construction of a replica described in 2(e), the Owner covenants and agrees to compensate the City for the loss in heritage value to the community in the amount of \$ \$15,965.16 indexed to the Vancouver Consumer Price Index (CPI) with 2011 being the base year, except that if the House is destroyed through natural causes, including but not limited to, flood, earthquake and accidental fire as determined by the City in its sole discretion, and a replica is constructed by the Owner that is acceptable to the Heritage Advisory Commission or any successor decision making body in its sole discretion, then payment of compensation by the Owner to the City is not required.
- (g) Should the House become vacant and unoccupied for a period of 30 days or more, the Owner of the Lands agrees to maintain the integrity and security of the House and Lands including but not limited to, on-site security, monitored security alarm system, perimeter fencing and lighting, and boarding of windows and doors. The Owner of the Lands must provide to the City in writing a 24-hour emergency contact number and confirm the security measures are in place. If the Owner fails to secure the House, the City may and is authorized to undertake the necessary works to secure the House, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands for the purpose of undertaking the necessary works to secure the House and to conduct an inspection to determine that the security measures continue to be in place.
- (h) Should the House become vacant and unoccupied during construction or other redevelopment of the Lands, the Owner agrees to post a sign that reads as follows:

PROTECTED HERITAGE SITE
No Vandalism or Removal of Materials
(Maximum individual penalty: \$50,000 and 2 years Imprisonment)

If the Owner fails to post the required sign, the City may and is authorized to post the sign, and the cost shall be at the expense of the Owner and the City shall be at liberty to recover the costs in a like manner as City property taxes on the Lands.

- (i) The Owner shall do or cause to be done all such things, and shall take or cause to be taken all such actions, as are necessary to ensure that the restrictions and requirements set out in Parts II and III of the Conservation Plan are fully observed, and the Owner shall not do, cause or allow to be done anything that would be in breach of the restrictions and requirements of this Agreement.

- (j) Where required by the City in a heritage alteration permit, the Owner shall provide security to the City to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan.
- (k) The Owner may apply to the City for funding for the House including, but not limited to, monies for exemption from taxes, or any provision for assistance as specified in Section 225 of the Community Charter, S.B.C. 2003, c.26.

Variation to By-laws

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

Construction and Maintenance

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

No Liability to City

- 5. In no case shall the City be liable or responsible in any way for:
 - (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that may be suffered or sustained by the Owner or by any other person who may be on the Lands; or
 - (b) any loss or damage of any nature whatsoever, howsoever caused to the Lands or any improvements or personal property thereon belonging to the Owner or to any other person,arising directly or indirectly from compliance with the restrictions and requirements of this Agreement, wrongful or negligent failure or omission to comply with its restrictions and requirements, or refusal, omission or failure of the City to enforce or require compliance by the Owner with the restrictions or requirements or with any other term, condition or provision of this Agreement.

Reasonable Care and Risk

6. The Owner shall at all times, in complying with the restrictions or requirements of this Agreement, take reasonable care not to injure any person or cause or allow damage to any property, and shall take reasonable care not to cause, suffer, permit or allow any condition to exist that might reasonably lead to, cause or result in injury to any person or property including persons and property on adjacent lands. It shall be the sole responsibility of the Owner to comply and maintain compliance with the restrictions and requirements in a safe manner, and without reasonably foreseeable risk to person or property. Compliance with the restrictions and requirements in this Agreement shall be at the sole and exclusive risk and cost of the Owner.

Modification

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

Indemnity

8. The Owner shall at all times indemnify and save harmless the City and its elected and appointed officials, employees, contractors and agents of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever by whomsoever brought for which the City shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements of this Agreement, or breach or non-performance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of this Agreement, or by reason of any work or action of the Owner in performance of its obligations, or by reason of any wrongful act or omission, default or negligence of the Owner.

Alternative Remedies

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

Damages

10. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully relocate, restore, rehabilitate, replace, repair or maintain the building, structure, improvements on or features of the Lands having *heritage value* and *heritage character* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the City by reference to the Conservation Plan, and Sections 2 and 4 of this Agreement.

No Waiver

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

Statutory Authority and Proprietary Rights

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

Compliance with Laws

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

Notice

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

If to the City:

Attention: City Clerk

CITY OF SURREY
14245 56th Avenue
Surrey, BC
V3X 3A2

If to the Owner:


12645 - 14B Avenue
Surrey, British Columbia
V4A 1J7


12645 - 14B Avenue
Surrey, British Columbia
V4A 1J7

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

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

Arbitration

15. The Owner, if dissatisfied with the City's interpretation of the Conservation Plan and any determination pursuant to Section 1(a) of this Agreement may require that the matter be decided and determined by binding arbitration as follows:
- (a) The Owner must, within thirty (30) days of any exercise of discretion by the City, give notice to the City of its intention to dispute and in such notice shall name a member in good standing of the Architectural Institute of British Columbia who has agreed to act as an arbitrator;

- (b) The City shall within thirty (30) days of receipt of the aforesaid notice either accept the Owner's arbitrator, or name another with the same qualifications willing to act, and shall give notice of the same to the Owner;
 - (c) Where each of the Owner and the City have named an arbitrator, the two arbitrators shall within thirty (30) days of the City's notice pursuant to Section 15(b) appoint a third arbitrator having the same qualifications and the three arbitrators shall decide the dispute;
 - (d) Where the City accepts the arbitrator first selected by the Owner, that arbitrator shall act as a single arbitrator and forthwith decide the dispute; 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 to that power, the City shall be entitled at all reasonable times and with reasonable notice to enter onto the Lands from time to time for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner, and wherever possible, when an inspection of the lands is undertaken, the City shall provide reasonable notice to the Owner.

Headings

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

Schedules

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

Number and Gender

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

Interpretation

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

Successors Bound

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

Notice to be Filed

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

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

[Redacted]

[Redacted]

CITY OF SURREY

Dianne Watts
Mayor

Jane Sullivan
City Clerk

Appendix "A"

CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Description of Historic Place

The John Horner House is located at 12465 - 14B Avenue in the Ocean Park neighbourhood of Surrey. It is a one and one-half storey wood-frame house set on a mature lot. This historic dwelling is characterized by its arched open front verandah with hipped roof and its twin-coursed cedar shingle siding.

2. Heritage Value of Historic Place

Completed circa 1924, the John Horner House is significant for its association with the development of the Ocean Park neighbourhood. Located in the southern portion of the City of Surrey, Ocean Park was established in 1905 when W. Pasco Goard, real estate advertiser and former minister for the Methodist Church, acquired and subdivided a large area of land adjacent to the waterfront. By 1909, the Great Northern Railway (GNR) had arrived in the area and the residents of Ocean Park constructed their own local railway stop in 1912. With the railway came more settlers, and as more families arrived, the need for infrastructure and amenities increased. In 1916, the first Ocean Park school was constructed and by 1922 the first Ocean Park Post Office had been constructed. John Horner (1852-1934), original owner of this house, was a prominent local citizen and one of the area's major landowners. In 1924, Horner donated the land for the construction of a community hall. Houses like the John Horner House remain representative of the early development of the Ocean Park neighbourhood of Surrey.

The John Horner House is valued additionally for its modest Craftsman style architecture. The Craftsman style was typified by rational space planning, the use of natural materials and a mix of traditional design elements inspired by the Arts and Crafts movement, such as sloping rooflines, overhanging eaves and patterned wood shingles. The Craftsman style was popularized through countless periodicals and plan books, expressing both the traditional aspects of the Arts and Crafts movement as well as modern lifestyles. The John Horner House represents the reserved type of building construction occurring in Surrey during the austere inter-war period of the mid-1920s. Incorporating quality local materials such as cedar shingle siding and modest design elements, the John Horner House illustrates the persistent influence of the Craftsman style of architecture during the inter-war period.

3. Character Defining Elements

The key elements that define the heritage character of the John Horner House include its:

- setting within the Ocean Park neighbourhood;
- continuous residential use;
- wood-frame construction;
- residential form, scale and massing, as expressed by its one and one-half storey height plus full basement, front-gabled roof and side-shed dormer;

- Craftsman style details such as twin-coursed shingle siding, wide overhanging eaves, pointed bargeboards, and arched full-width hipped-roof projecting front verandah with closed balustrades; and
- original windows, including double-hung and casement wooden sash windows with vertically proportioned panes.

4. Existing Appearance and Features

The following depicts some of the details of the House:



Front (South) Elevation



East Elevation



West Elevation (lower floor)



West Elevation (upper floor)



Rear (North) and East Elevations



Front Verandah



Front Balustrades



Exterior Basement Door and Hardware



Example: Double-hung Wood Window



Example: Wood Window on Front Elevation



Example: Basement window



Example: Upper story window

PART II – MAINTENANCE STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

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

B. Maintenance Strategy

The strategy to ensure ongoing conservation of the House shall consist of a Maintenance Plan and a Funding Strategy.

The Maintenance Plan shall be prepared with input from an Architect that is acceptable to the City, and who is knowledgeable in the restoration of heritage buildings. Issues to be addressed in the Maintenance Plan include water

penetration and damage from sun, wind, weather and animals. Maintenance includes, but is not limited to, painting or staining, sealing, weather-stripping and the like.

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

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

The Maintenance Plan and Funding Strategy for the House shall include, but is not limited to, the following:

- (a) A description and a time schedule for the renovations, repair, and replacement of the exterior elements, *landscaping* or other identified works on the Lands that constitute the character-defining elements and as identified in Part III – Renovation Standards and Specifications;
- (b) A description and time schedule for the ongoing maintenance of the elements, *landscaping* or other identified works on the Lands and other relevant details. Maintenance includes: painting, staining and sealing of the exterior cladding and trims, weather stripping, re-roofing, replacement of windows, doors and exterior cladding or trims to match the existing materials;
- (c) Ongoing maintenance of *landscaping*;
- (d) A colour scheme for the exterior of the House;
- (e) A description of any matters noted in Part III – Renovation Standards and Specifications or in the plans attached to this Agreement as requiring further details; and
- (f) A financial plan detailing the funding for the renovation and maintenance outlined above, including corporate sponsorships, annual budgets by the Owner or tenant, applications for government grants, strata fees, and other relevant details.

C. Amending an Established Maintenance Strategy

An Owner may apply to the City to amend an existing Maintenance Plan and Funding Strategy. Any amendment is subject to approval by the General Manager, Planning and Development, and if deemed necessary by the General Manager, Planning and Development, the Heritage Advisory Commission.

2. Standards

The "Standards and Guidelines for the Conservation of Historic Places in Canada", established under the Historic Places Program or successor guidelines as may be approved by the City are to apply to all construction, maintenance, restoration or renovation works undertaken under Parts II or III on the House.

3. Timing and Phasing

This provision does not apply to the Lands.

4. Heritage Alteration Permit(s) Approval

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

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

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

- (a) Changes to the Conservation Plan that are considered by the City Architect to be minor in nature and not affecting the character-defining elements of the House;
- (b) Restorations considered by the City Architect to be consistent with the original design, being made to replace stylistically foreign elements and done in consultation with an independent architect acceptable to the City with experience in restoration of heritage buildings; or
- (c) Simple repair and maintenance of existing elements not affecting the building structure, exterior or interior appearance of the House.

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

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

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

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

5. Building Permit Approval

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

As the House is recognized as a historic site, Building Code equivalencies may be used to lessen visual impacts on the historical appearance or authenticity of the building. To utilize Building Code equivalencies, the Owner shall retain a qualified architect that is acceptable to the City Architect.

PART III – RESTORATION STANDARDS AND SPECIFICATIONS

1. Foundation

The House will remain on its original foundation. Damaged areas shall be repaired as necessary using mortar formulation similar to existing.

2. Roof Structure and Cladding

When replacing with new roof, the existing roof shall be replaced with original cedar roofing.

The eaves troughs and downspouts shall be examined and replaced if necessary. If proposed to be replaced, a simple gutter profile shall be specified to not compromise the historical character of the House.

3. *BUILDING ENVELOPE, EXTERIOR, WOOD DETAILING AND TRIMS*

The existing twin-coursed shingle siding, wood detailing, trims and verandah floor and ceiling shall be retained and restored. Exterior wood cladding, detailing, trims, floors and ceilings shall be replaced only as required and replacement materials shall match the original materials.

Wood windows, including double-hung and casement wooden sash windows with vertically proportioned panes, shall be retained. In the event that any windows 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 existing display case window on the west elevation may be replaced with a more historically appropriate wood window.

Original wood exterior doors and hardware shall be retained where possible. If the front and/or rear exterior doors, which are not original, are to be replaced, then a style more in keeping with the historical character of the House shall be used. If it is determined that the original exterior wood basement door must be replaced due to water damage, then a style in keeping with the historical character of the House shall be used. The use of vinyl or metal doors is not permitted.

If the missing banisters on the front staircase are proposed to be reconstructed, the new banisters shall be in keeping with the historical character of the House (i.e., either closed to match the existing balustrades on the front verandah or open with simple pickets).

The exterior paint colour, including the wood trims, shall be subject to the prior written approval of the City. If the colour is to be changed, the change shall be done in consultation with the City and reflect as best as can be determined the original appearance of the House or heritage colours appropriate for the period of the House. A contrasting complementary paint colour shall be used for windows, doors and wood trims.

Changes to the exterior colour scheme shall not be undertaken without being reviewed and approved by the City Architect. The City Architect may consult with the Heritage Advisory Commission about the colour scheme.

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 with experience in heritage restoration and acceptable to the City.

4. *INTERIOR CONDITION*

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

Interior features including door hardware, mouldings and trims shall be retained where possible.

5. **New Construction:**

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

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

The existing *landscaping* is not subject to this Conservation Plan.

7. Trees, Streetscape and Street Interface:

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

8. Other

Minor changes to the provisions of Part III that do not affect the character defining elements or that improve the authenticity of the restorations, may be approved by the City Architect, in consultation with the Heritage Advisory Commission.

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

Location Map - John Horner House

