

CITY OF SURREY

BYLAW NO. 18409

A bylaw to enter into a heritage revitalization agreement
.....

WHEREAS:

- A. The Council may by bylaw 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: 002-420-686
Lot 37 Block 5 District Lot 52 Group 2 New Westminster District Plan 2200

2854 - O'Hara Lane

(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 appended to this Bylaw 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 Bylaw.
4. This Bylaw may be cited for all purposes as "Surrey Heritage Revitalization Agreement Bylaw, 2015, No. 18409"

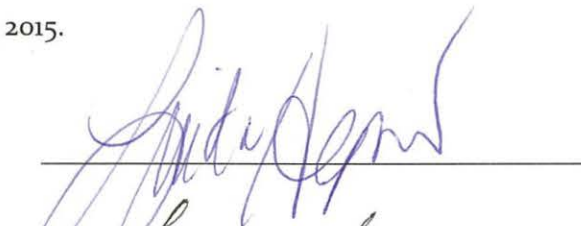
PASSED FIRST READING on the 2nd day of February 2015.

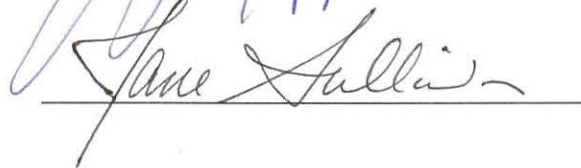
PASSED SECOND READING on the 2nd day of February 2015.

PUBLIC HEARING HELD thereon on the 23rd day of February, 2015.

PASSED THIRD READING, AS AMENDED on the 15th day of June, 2015.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 15th day of June, 2015.





MAYOR

CLERK

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SCHEDULE "I"

To City of Surrey Heritage Revitalization Agreement By-law, 2015, No. 18409

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the 15th day of June, 2015

BETWEEN:

ELIZABETH JANE MCDONALD
2854 O'Hara Lane
Surrey, British Columbia V5G 3H6

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,
and having offices at 13450 104 Avenue
Surrey, British Columbia V3T 1V8

(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: 002-420-686
Lot 37 Block 5 District Lot 52 Group 2 New Westminster District Plan 2200

2854 O'Hara Lane

(the "Lands");

- B. The Owner and the City consider that the Lands, including the improvements and features on the Lands, have *heritage value* and *heritage character*;
- C. The Owner and the City desire to conserve the *heritage value* and *heritage character* of the Lands;
- D. For the purpose of conservation of the *heritage value* and *heritage character* of the Lands, the Owner and the City have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the *heritage value* and *heritage character* of the Lands;
- E. The Owner has agreed to the terms for compensating the City for the loss in *heritage value* in accordance with Section 2(f) of this Agreement in the event the

heritage improvements or features on the Lands are moved or destroyed other than through natural causes;

- F. The improvements or features on the Lands which have *heritage value* and *heritage character* which both the Owner and City desire to conserve have been described by text, photographs, plans and drawings attached to this Agreement as Appendix "A" (the "Conservation Plan") and Appendix "B" (the "Pattison Architecture Plan");
- G. The improvements or features identified in the Conservation Plan as Cobblestones (the "House") is 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
- H. The Lands are subject to variances contained in Appendix "C".

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 and the Pattison Architecture Plan form part of this Agreement. To the extent that the text, photographs, plans and drawings constituting the Conservation Plan or Pattison Architecture plan require interpretation, the City shall be, in the first instance, the interpreter of the Conservation Plan and Pattison Architecture 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: structure and foundations; masonry; roofing and rainwater works; cladding and trimwork; front porch; windows and doors; and finishes.

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 and the Pattison Architecture Plan shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out in the Conservation Plan.
- (c) All improvements identified in 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 and the Pattison Architecture 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 and approval by the Heritage Advisory Commission. The restoration of the House shall reflect the character-defining elements and design components including, but not limited to: waterfront location on O'Hara Lane in the southwest portion of the Crescent Beach peninsula; original (misaligned) position of the lot facing the beach; continuous use as a single-detached residence; large recessed front porch with tapered river rock piers, exposed ceiling joists and wood flooring; massive, river rock external chimney on the front (west) of the House that pierces to the roof overhang; collection of Craftsman Bungalow design features including medium-pitched, gable roof with secondary porch gable and deep overhangs, open roof soffits with tongue and groove boards, exposed rafters at eaves and exposed timber purlins at gable ends, lapped horizontal wide wood siding, including extra-wide, flared board at the base of walls; wide flat-stock window and door trims, including tapered window jamb trims, 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. The construction of the replica 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 \$16,577.77 indexed to the Vancouver Consumer Price Index (CPI) with 2014 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, 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 enter onto the Lands 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 and to conduct inspections 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) Once the House is occupied, there must be appropriate security measures in place to maintain the integrity and security of the House and Lands. Should the House become vacant and unoccupied for a period of 30 days or more, the requirements in 2(g) apply, including the right of the City to enter onto the Lands to carry out the necessary works at the expense of the Owner and confirm that security measures are in place, unless otherwise agreed to in writing by the City. The Owner of the Lands must also provide to the City in writing a 24-hour emergency contact number.
- (j) 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 and in the Pattison Architecture 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.

- (k) 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 and the Pattison Architecture Plan.
- (l) The Owner may apply to the City for funding including, but not limited to, monies for exemption from taxes, or any provision for assistance as specified in Section 25 of the Community Charter, S.B.C. 2003, c.26 (the "Community Charter").

Variations to By-laws

- 3. The Lands are subject to variances contained in Appendix "C".

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 the Pattison Architecture Plan and as agreed by the City in writing 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 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 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 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 the Pattison Architecture 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
13450 104 Avenue
Surrey, British Columbia V3T 1V8

If to the Owner:

Elizabeth Jane McDonald
2854 O'Hara Lane
Surrey, British Columbia V5G 3H6

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

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

Headings

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

Schedules

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

Number and Gender

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

Interpretation

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

Successors Bound

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

Notice to be Filed

22. Notice of this Agreement and amendments to it will be filed in the Land Title

Notice to be Filed

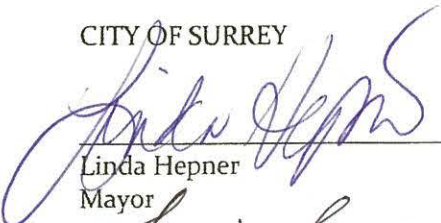
22. Notice of this Agreement and amendments to it will be filed in the Land Title Office and once filed, this Agreement and amendments will be binding on all persons who acquire an interest in the Lands.

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

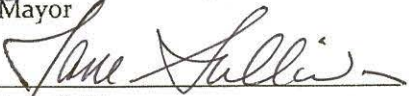


ELIZABETH JANE MCDONALD

CITY OF SURREY



Linda Hepner
Mayor



Jane Sullivan
City Clerk

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Appendix "A"

CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Description of Historic Place

Cobblestones is a 1-1/2 storey wood-frame, gable-roofed house situated on a beachfront lot mid-block on O'Hara Lane. The front, or principle facade, faces the beach esplanade. The property is located in the southwest portion of the Crescent Beach peninsula in the municipality of Surrey. The house has medium-pitched gables with wide overhangs, horizontal lapped wood siding and river rock porch piers and external chimney. Various 1960s renovations added a rear one storey extension and roof dormers to the house, as well as replaced and altered original windows and enclosed the front porch.

2. Heritage Value of Historic Place

Cobblestones—a name assigned by the original owners—is valued for its social and historic associations with the earliest development of the Crescent Beach vacation community. The completion of Great Northern Railway to Vancouver, with a local station built in 1909, made this hard-to-reach picturesque beach accessible. The peninsula was subdivided into house lots 1912 but development didn't pick up until near the end of World War I. Cobblestones was constructed in 1918 during the first cohort of new summer cottages at Crescent Beach.

Custom built for the family of notable New Westminister resident, John Peck, this cottage is an early example of a property developed primarily for recreational purposes. It illustrates the upper-class "modern" lifestyle and values of New Westminister and Vancouver families who owned or frequented vacation homes in Crescent Beach, an early 20th century holiday destination.

The building is significant for its social and historic association with engineer John Peck, a New Westminister engineer, businessman and politician. In addition to various industrial business enterprises, Peck started the Mechanics Institute in New Westminister, he was a New Westminister alderman and sat on the New Westminister boards of trade and education. During his high-profile career as a mechanical engineer, he was the provincial chief inspector of boilers.

The house has historic value as it was designed by well-known, architectural firm Gardiner & Mercer (1912-1940), one of the longest and most prolific partnerships in the province. They were also responsible for the design of many commercial buildings in New Westminister and Vancouver, as well as residences and institutional buildings throughout the Fraser Valley. The house displays a high design quality and attention to character and detail.

The building is valued for its history and aesthetics as an example of a rustic Craftsman Bungalow, a design tradition popular in the Lower Mainland between 1910-1925. The substantial and prominent cobblestone piers and chimney, its deep porch and dramatic overhanging roof are among its architectural features. Typical of Lower Mainland houses of this era, the building features old-growth, wood-frame construction and finishing that incorporates wood products from local sawmills and local river rock masonry. The living room interior contains a unique exposed timber post and floor joist structural frame.

3. Character Defining Elements

Key elements that define the heritage character of Cobblestones include its:

- Waterfront location on O'Hara Lane in the southwest portion of the Crescent Beach peninsula;
- Original (misaligned) position on the lot facing the beach;
- Continuous use as a single-detached residence;
- Large recessed front porch with tapered river rock piers, exposed ceiling joists and wood flooring;
- Massive, river rock external chimney on the front (west) of the house that pierces the roof overhang;
- Exposed perimeter river rock foundation;
- Collection of Craftsman Bungalow design features, including:
 - Medium-pitched, gable roof with secondary porch gable and deep overhangs;
 - Open roof soffits with tongue and groove boards, exposed rafters at eaves and exposed timber purlins at gable ends;
 - Lapped horizontal wide wood siding, including extra-wide, flared board at the base of walls;
 - Wide, flat-stock window and door trims, including tapered window jamb trims.

PART II – MAINTENANCE STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

The restoration of the House, including works that are consistent with Part III – Restoration Standards and Specifications, must commence within 60 days following the adoption of a by-law to enter into this Agreement.

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 a conservation architect or qualified heritage consultant that is acceptable to the City. 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

With respect to the phasing or timing of commencement or completion of action applying to the Lands, restoration of the House shall commence within 60 days following the adoption of a by-law to enter into this Agreement and be carried out pursuant to a building permit issued by the City authorizing the works. The Owner shall insure that the restoration of the House shall be completed and a final occupancy permit or equivalent for the House shall be issued within two years of the adoption of a by-law to enter into this Agreement.

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, the Pattison Architecture 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 or the Pattison Architecture 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 conservation architect or qualified heritage consultant acceptable to the City; 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 all but minor 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, the Pattison Architecture Plan, and 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.

6. Conditions

- A. The works specified in Part III and attachments to this Conservation Plan shall be supervised by a conservation architect or qualified heritage consultant acceptable to the City.
- B. The works specified in Part III and attachments to this Conservation Plan shall be approved by a conservation architect or qualified heritage consultant acceptable to the City prior to the City granting final building approval.

PART III - RESTORATION STANDARDS AND SPECIFICATIONS

1. Structure and Foundations:

See Section 5.a "Structure and Foundations" of the Pattison Architecture Plan.

2. Masonry:

See Section 5.b "Masonry" of the Pattison Architecture Plan.

3. Roofing and Rainwater Works:

See Section 5.c "Roofing and Rainwater Works" of the Pattison Architecture Plan.

4. Cladding and Trimwork:

See Section 5.c "Cladding and Trimwork" of the Pattison Architecture Plan.

5. Front Porch:

See Section 5.e "Front Porch" of the Pattison Architecture Plan.

6. Windows and Doors:

See Section 5.f "Windows and Doors" of the Pattison Architecture Plan.

7. Finishes:

See Section 5.g “Finishes” of the Pattison Architecture Plan.

The exterior paint colour 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.

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 following paint colours have been approved by the City Architect and are permitted to be used without further consultation.

Field (horizontal siding) - BM VC-25 Harris Grey
Trimwork, Roof Soffits & Window Sash - BM VC-1 Oxford Ivory
Porch Floor - BM VC-26 Edwardian Porch Grey

Prior to final paint application, samples of these colours should be placed on the *building* to be viewed in natural light. Final colour selection can then be verified. Matching to any other paint company products should be verified by the heritage consultant.

8. Interior:

Changes to the interior of the House that do not affect the exterior appearance of the House are permitted without prior issuance of a heritage alteration permit.

9. New Construction:

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

10. Trees and Landscaping:

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

11. Accessory Buildings and Structures:

Proposed accessory buildings are subject to this Conservation Plan.

No placement of *accessory buildings* or *structures* shall be permitted within 3 metres of the House without first obtaining a heritage alteration permit.

12. Plans and Elevations:

The plans and elevations attached as Appendix "A-1" form part of this Heritage Conservation Plan.

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

13. Other:

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 conservation architect or qualified heritage consultant acceptable to the City.

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

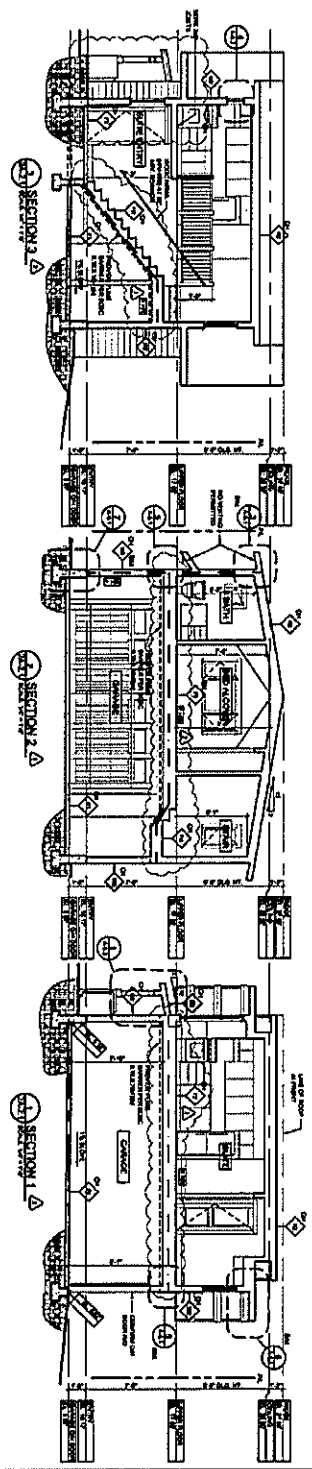
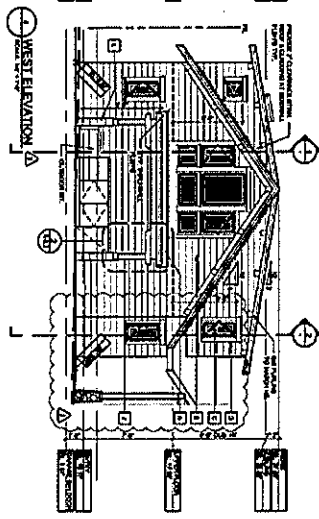
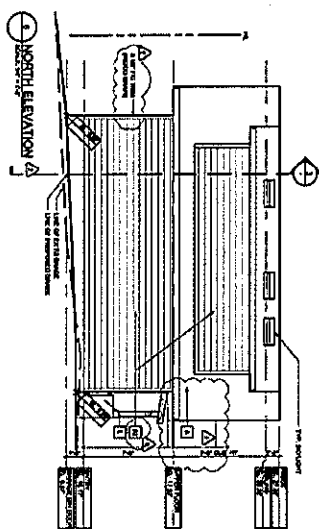
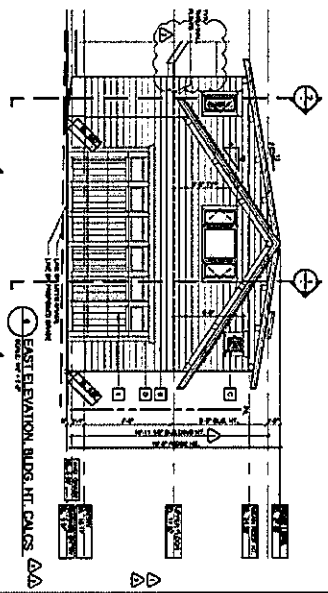
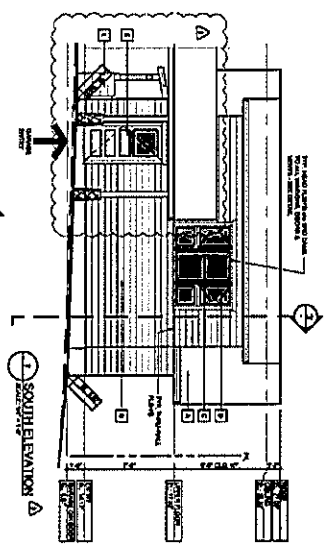
(Note: Terms used in Appendix "A" of this Agreement that are italicized are defined in Surrey Zoning By-law, 1993, No. 12000, as amended, and shall take their meaning from the By-law.)

Appendix "A-1"
PLANS AND ELEVATIONS

(Attachement beginning on the next page)

EXTERIOR FINISHES

1. Paint
2. Hardwood
3. Brick
4. Concrete
5. Stucco
6. Stone
7. Slate
8. Asphalt Shingles
9. Metal Roofing
10. Glass
11. Steel
12. Aluminum
13. Copper
14. Zinc
15. Lead
16. Tin
17. Iron
18. Brass
19. Bronze
20. Silver
21. Gold
22. Nickel
23. Chrome
24. Titanium
25. Carbon Fiber
26. Kevlar
27. Fiberglass
28. Carbon
29. Graphite
30. Silicon
31. Germanium
32. Gallium
33. Indium
34. Tin
35. Lead
36. Bismuth
37. Antimony
38. Arsenic
39. Selenium
40. Tellurium
41. Polonium
42. Astatine
43. Francium
44. Radium
45. Actinium
46. Thorium
47. Protactinium
48. Uranium
49. Neptunium
50. Plutonium



PATTISON ARCHITECTURE
201 - 810 Campbell Drive
Newport News, VA 23606
1400 Chesapeake
www.pattisonarchitecture.com

PROJECT NO. 14-183
COMPLETION: 1918
RENOVATION
2854 ORAMA LANE
CHESCENT BEACH, NC

GARAGE
SECTIONS
ELEVATIONS

DATE: 10-1-14
SCALE: 1/8" = 1'-0"

2A-3.1

Appendix "B"

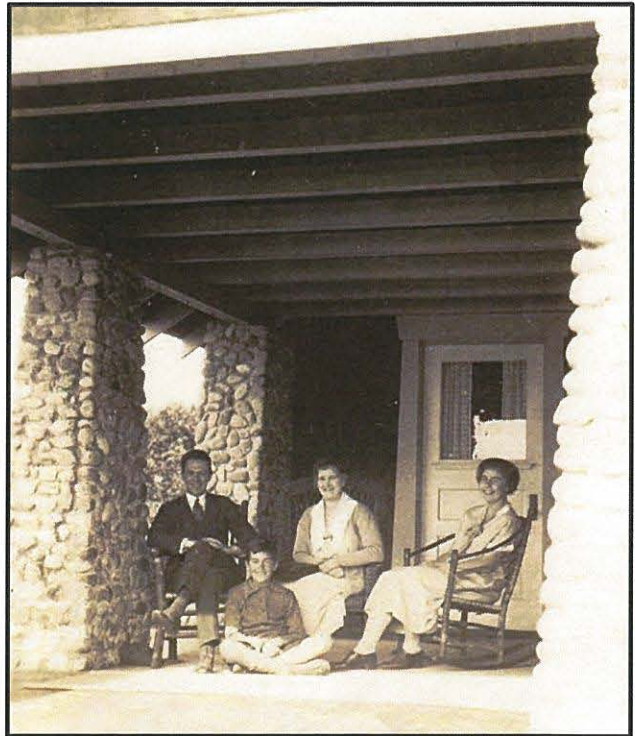
HERITAGE CONSERVATION PLAN
Cobblestones, 2854 O'Hara Lane, Crescent Beach, Surrey, B.C.
Pattison Architecture, October 2014

(The "Pattison Architecture Plan")

(Attachment beginning on the next page)

HERITAGE CONSERVATION PLAN

Cobblestones
2854 O'Hara Lane, Crescent Beach
Surrey



submitted for:

Heritage Revitalization Agreement
Revised June 2015

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3. BUILDING DESCRIPTION	9
4. CONDITION ASSESSMENT	12
5. RECOMMENDED CONSERVATION PROCEDURES.....	15
6. FUTURE CHANGES.....	20
7. MAINTENANCE PLAN.....	21
8. CURRENT PHOTOGRAPHS	24
APPENDIX – A STATEMENT OF SIGNIFICANCE	26
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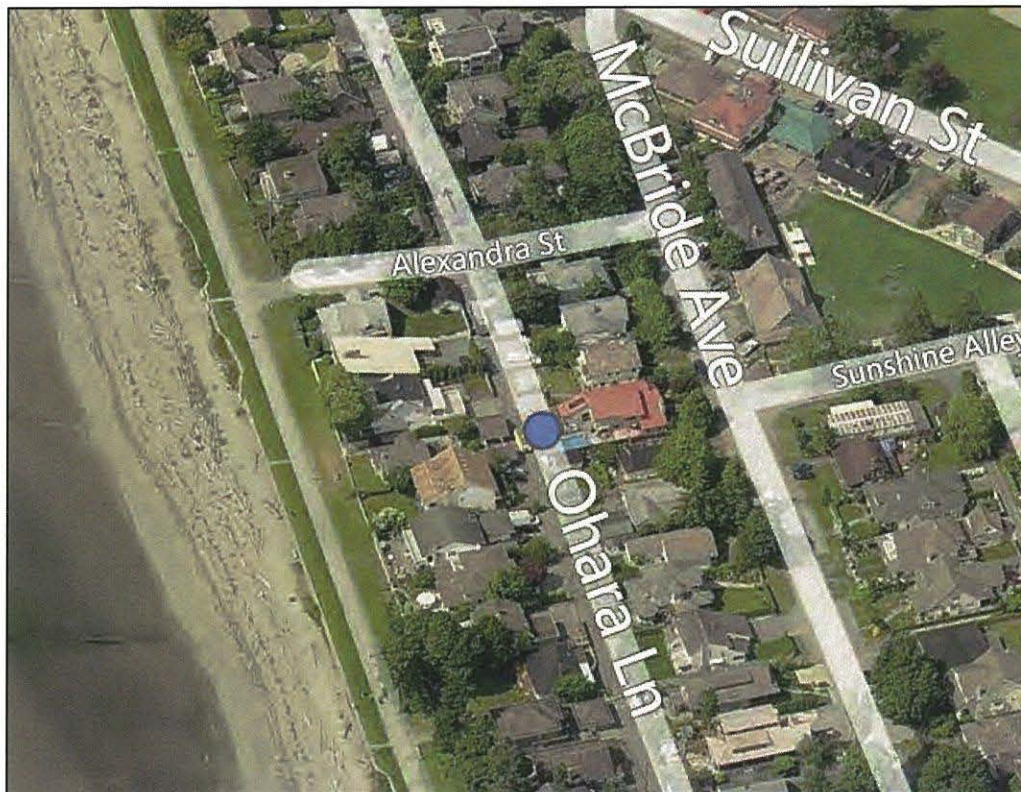


Photo 1: Cobblestones (blue dot) Aerial View from South. Source: Bing Maps

1. HISTORIC BRIEF

Crescent Beach

The Crescent Beach neighbourhood of Surrey, is situated below and to the west of the Semiahmoo Peninsula escarpment on the eastern shore of Boundary Bay. The generally shallow bay is bordered by expansive beaches. The Crescent Beach area would have been sheltered marsh and lagoon prior to the first machine-made dykes built by the Municipality of Surrey in 1898¹.

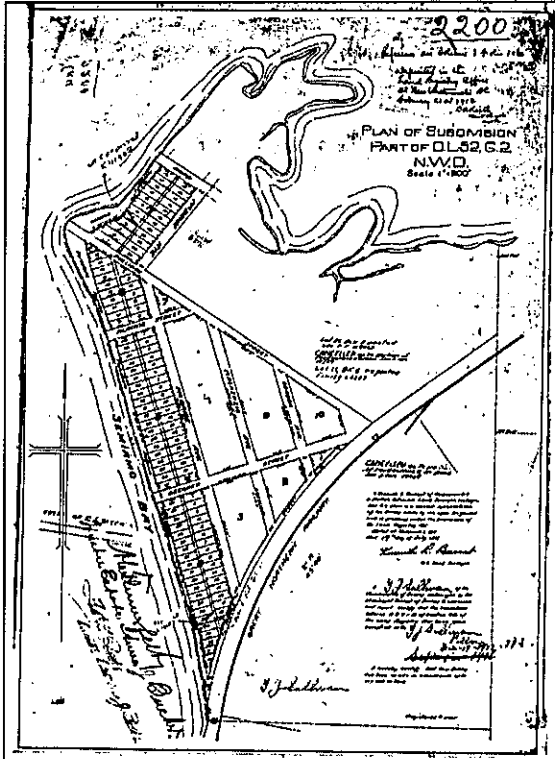


Photo 2: Plan 2200 of District Lot 52, 1912. Site indicated.
Source: City of Surrey, Planning Dept.

This low-lying, crescent-shaped peninsula was associated with Walter Blackie, a pioneer who settled here in the 1860s and purchased District Lot 52 in 1874². A narrow spit of land thrusting into Mud Bay is still known as Blackie's Spit. Charles Beecher acquired Blackie's lands in 1906. The main commercial road in Crescent Beach, Beecher Street, is named after this family.

The tradition of recreating at area beaches began in earnest in 1882 when Crescent Road was completed enabling wagon access to the waterfront from the Semiahmoo Trail³. Tourism and holiday resort businesses greatly expanded in 1909 with the completion in of the **Great Northern Railway** from Blaine, Washington, to New Westminster via White Rock and Crescent Beach. Four daily trains made an easy day trip for droves of passengers on weekends and holidays from New Westminster and beyond.

In 1912 Alfred C. Flummerfelt formed the **Crescent Beach Development Co.** and acquired Beecher's land to subdivide the peninsula into residential lots⁴. That same year *Subdivision Plan 2200* was registered to define the first set of beachfront lots. The plan had a number of restrictive charges on it prohibiting commercial and apartment buildings. The bulk of the lots were then sold to **F.J Hart & Co.** of New Westminster who in turn marketed them the public⁵.

In 1912, Captain Watkin Williams built the Crescent Hotel. Incorporating a post office and store, it became a local landmark and the main tourist service building⁶. Around the same time the first few summer cottages were built by Vancouver and New Westminster families near the hotel. However, construction on vacation property slowed when the 1913 economic crash hit and continued throughout WWI. **Wrigley's 1918**

¹ City of Surrey Archives. Crescent Beach Community Profile. www.surrey.ca/culture-recreation/2423.aspx

² The Crescent Beach area was first owned by John Musselwaite, Royal Engineer, who acquired a Crown Grant in 1871 and sold the lands to Walter Blackie. Resource: Hayes, Derek. *British Columbia: A New Historical Atlas*. Douglas & McIntyre. 2012.

³ Canada's Historic Places. Statement of Significance for Crescent Road. www.historicplaces.ca/en/rep-reg/place-lieu.aspx?id=2591

⁴ Appointed director of the Canadian Bank of Commerce in 1912.

⁵ An insurance, real estate and financial business incorporated in 1905 by Frederick J. Hart of New Westminster and one of the original members of the Crescent Beach Development Co. The business dealt mostly in the selling and marketing of large real estate deals including farm land and new subdivisions in the Fraser Valley.

⁶ Treleven, Fern C. 1978. *The Surrey Story*. Surrey Museum & Historical Society.

Cobblestones, Crescent Beach - Heritage Conservation Plan Revised June 2015

Directory for BC describes "Crescent" as a post office and GNR train station with summer cottages, and lists only 29 residents and businesses.



Photo 3: Crescent Hotel, 1931. Postcard by Stride Photo
Source: Flickr – WhiteRockPier.

When the war ended, the popularity of Crescent Beach and the construction of summer cottages grew immensely. A June, 1921 article in the **Vancouver Daily World** newspaper titled: "Crowds Throng Crescent Beach", describes over 100 cars parked along the beach on a Sunday afternoon and a two mile stretch of beach goes along the water. The article lists several new homes under construction, golf links, a boat house and a bathing house on the beach as well as several tea rooms, hotels and grocery stores.

Cobblestones

In the summer of 1918, "Cobblestones"⁷ was built on the beachfront for John Peck and family of New Westminster. According to the Crescent Beach column in the **Vancouver Daily World** newspaper (15 June 1918), construction cost was \$2000. The **BC Record** newspaper (1 May 1918) named the architects as Gardiner & Mercer and the builder as E. Chrystal & Co., both of Vancouver. Local newspapers also report the Peck family's presence as vacationers at Crescent Beach from 1917 and as a socially-engaged family in the resort community in the years after the cottage was completed. Other high-profile homes along the beach were built for Vancouver Mayor, Robert H. Gale and businessman H. F. Riefel. The Peck family owned the property until 1928.



Photo 4: Summer cottages on O'Hara Lane, Crescent Beach, n.d. Cobblestones indicated.
Source: Surrey Archives WH06513-02

Peck Family

John Peck (1863-1952), an English born and educated mechanical engineer, arrived in New Westminster from Britain in 1890. Having first come to Canada for a three year stint in 1882, his professional resume was already extensive in this country. For the first nine years in New Westminster he worked for **Reid & Currie Iron Works**, eventually becoming manager and part owner. He later established **Vulcan Iron Works**. In 1899 he became a provincial inspector of steam boilers and machinery and in 1901 he was appointed Chief Inspector of Machinery for the Province of British Columbia⁸ ⁹. In 1899 he built a grand family home known as Thrushvale on prestigious Queen's Avenue, New Westminster (restored by Pattison Architecture in 2013).

Peck was involved in New Westminster politics and society. In 1890 he started the **Mechanics Institute**. He became a member of the **Board of Trade** in 1894, and was also a director of the **Royal Agricultural**

⁷ As written on back of Peck family photo, c. 1919.

⁸ Scott, Jack David. *Once in the Royal City*. Whitecap Books, North Vancouver, 1985.

⁹ Gosnell, R Edward. 1906. *British Columbia: A History*. Lewis Publishing Co.

and Industrial Society. In 1899 he served as City Alderman, chairing the Fire, Water & Ferry Committee. In 1905 he was elected to the New Westminster, **Board Of School Trustees**¹⁰.

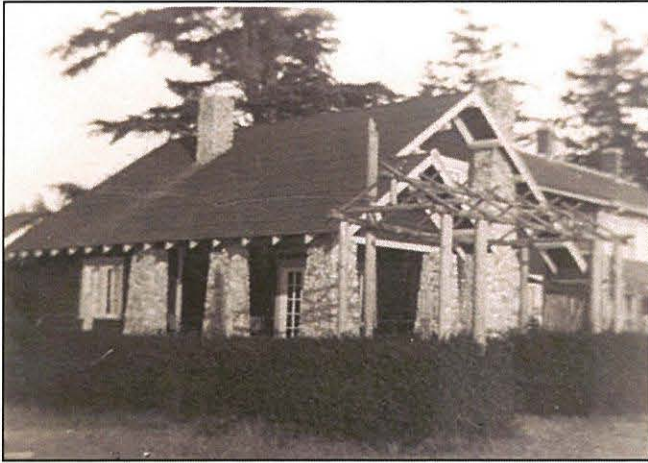


Photo 5: Cobblestones, c.1920.
Source: Peck Family Collection

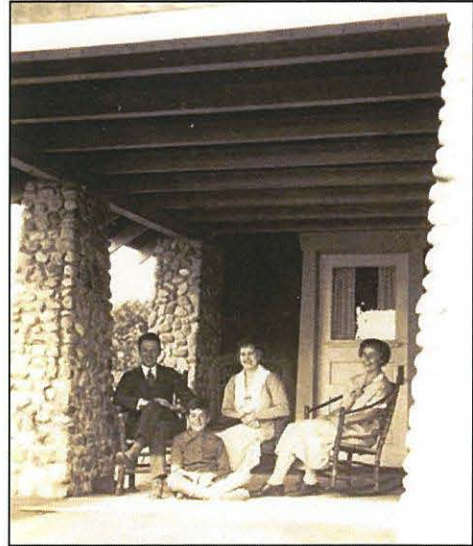


Photo 6: Peck family on Cobblestone porch, c. 1925. Source: Peck Family Collection

John Peck and wife Minnie Barton Taylor (1878-1982) were both previously married. John had two children with Agnes Esther Bacon (who died in New Westminster in 1909). Minnie had one daughter with Joseph T. Davidson (whom she had married in England in 1905). The Peck's one child together was Albert John (Jack) Peck, born in 1915. The family, including the children from both previous marriages, lived together at Thrushvale and vacationed at Cobblestone in Crescent Beach. John and Minnie moved to White Rock when he retired. After John's death, Minnie resided in Surrey until her death.



Photo 7: Cobblestones second house from right, c.1920. Source: CA286.

¹⁰ ibid

Other Owners

May Stella Hiland (on title 1928-1937)

Ten years after building the cottage, the Peck family sold the property to May Hiland, nee Preston (1875-1951). Her husband Thomas Edward Hiland (1869-1950), together with partner Henry Sullivan (of Sullivan, Surrey), formed Sullivan & Hiland Logging Co. and Surrey Shingle & Manufacturing Co. The companies and partnership ended circa 1920; Thomas and May Hiland separated around this time. She later purchased Cobblestones in 1928 though she maintained permanent residency in her childhood home in New Westminster until her death.

Janet Wilson Dunsmuir (on title 1937-1940)

Janet Wilson Adrain married John Duncan Dunsmuir in 1917. Separation occurred in the 1920s, as John marries again in 1928 (Zelma Ellen Marpole). No further information about Janet Wilson Dunsmuir was uncovered.

Olga Claman (on title 1940 - 1962)

Olga Mary Yardley married salesman Charles Casper Claman in Vancouver in 1926. In 1940 they resided in a new house at 1149 Connaught Drive, Shaughnessy, Vancouver, designed by noted architect C.B.K. Van Norman. This same year they purchased Cobblestones. In 1962 the property is transferred to William Henry and Ella Yardley, Olga's brother and sister in law. City of Surrey Building Permit records indicate these new owners renovated the house in 1962-63. These extensive changes are evident today, likely including the introduction of the Modernist "all white" exterior colour scheme still evident today.

Summary

Given this record of ownership and change over time, the importance of John Peck to Crescent Beach, New Westminster and indeed the province, and that Cobblestones was built during the first wave of beachfront development to a design by a prominent Vancouver architectural firm, it's first decade is supported as the **Period of Significance** for this historic place.



Photo 8: View south along beach, Cobblestones on left. Source: Surrey Archives.

2. CONSERVATION OBJECTIVE

Cobblestones will continue in its current location on its original site, and as a single-detached residential use. Extensions are being added to the main and upper floors to the east and north; the non-principle facades. The house will retain its landmark presence along the beach esplanade. A rear garage—attached to the house by a covered breezeway—is being added to the site and will include a secondary suite above. Various siting, and form and character variances provide a heritage retention incentive.

As the house was modified on the north, south and east sides in 1963—and will be further modified on these faces—restoration to the **Period of Significance** is not feasible. As such, **Rehabilitation** is the overall conservation objective for the building.

Restoration is the objective for extant original exterior finishes and features; most of which require basic maintenance and repair. Original windows will be reconstructed as best as can be determined from field research and historic photographs. Restoring the original open covered front porch on the west, beach, facade will be the primary restoration activity.

Refer to the *Standards & Guidelines for the Conservation of Historic Places in Canada* definition of *rehabilitation* in Section 5 below.

3. BUILDING DESCRIPTION

Cobblestones is a simple, one-and-one-half storey on crawlspace, wood-framed house with the principle facade facing the beach. It has a medium-sloped main gable roof, with smaller porch gable end, perpendicular to the beach. Of note the building is irregularly positioned on the lot being slightly angled to the property lines and with a narrow setback to the south property line, and corresponding wide setback to the north property line.

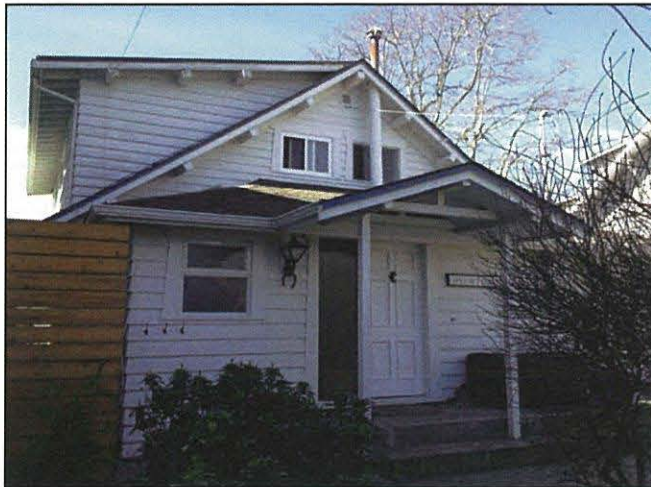


Photo 9: Rear of house showing 1963 additions.

Aforementioned 1963 renovations added three extensions: a full-width, one-storey rear addition; upper floor south, large shed dormer addition, and; upper floor north, small gable dormer addition. This work also enclosed the covered front porch, replaced much of the original wood siding and trims, and replaced all windows with enlarged, direct-glazed (no sash) windows, including corner window groups.

The building design, known as **Craftsman Bungalow**, was common in the 1910s and 20s; it was widely popular in the mid-west and western United States and Canada. It was considered "modern" and "innovative" architecture as it exemplified the naturalism, honest use of materials and social objectives of the international **Arts & Crafts** cultural movement. Historic references were

eschewed in favour of simplicity of design, exposed and expressive structural members, natural settings and materials, and ready access to the outdoors, gardens, and by extension exercise, healthy living and a "progressive" lifestyle.

The exterior features distinctive river rock, or cobblestone, masonry piers at the front porch, massive chimney in the centre of the front facade and at the base of the original walls. The interior side of the chimney is also exposed cobblestones.



Photo 10: Detail of base of stone pier. Note later planter on left.

Roofs have distinctive design elements common to the Craftsman tradition including wide overhangs, open soffits with exposed rafters and roof sheathing boards, and extended 6"x6" gable end purlins. Of note the 1963 shed and gable roof dormer additions maintained these features for consistency with the original design intent.

Exterior trims are wide 1", plain flat-stock wood. Window and door jamb trims have a distinctive tapered profile; head trims have angled end cuts. Again though 1963 renovations removed the original windows, the new windows were trimmed with this original design.

No original interior or exterior doors are extant. However, historic photographs reveal original door and window designs.

Refer to Current Photographs below for images of the existing house.

On site analysis revealed the approximate original colour scheme listed below. The trim colour was determined from roof soffit investigation. As no original windows or doors are extant and historic photographs indicate a single colour for roof trims, roof soffits, window trims and sashes, and door, this colour is listed for all these elements.



Photo 11: Original dark brown siding (left) & deep tan trimwork (right).

Later colour layers are consistently (from lowest/earliest): light taupe, ivory, dark blue (trim), off white, pale grey (trim). This reflects changing colour tastes during the mid-century rise of modernist design trends, culminating in the 1960s-70s all-white colour scheme.

Cobblestones, Crescent Beach - Heritage Conservation Plan
Revised June 2015

Paints referenced are Benjamin Moore, **Historical Vancouver True Colours Palette**. Refer to Recommended Conservation Procedures for proposed restoration exterior colour palette.

ELEMENT	COLOUR
Field (horizontal lapped siding)	BM VC-32 Craftsman Brown
Trimwork (windows/doors, roof soffits/trims)	BM VC-11 Kitsilano Gold
Window Sash (none extant)	BM VC-11 Kitsilano Gold
	(sash assumed per historic photographs)



Photo 12: Existing house with likely original colour scheme.

4. CONDITION ASSESSMENT

Overall the building is generally in *good* condition. Other than minor repairs, miscellaneous alterations, exterior materials and elements have high condition integrity. This is somewhat due to the much of the original exterior elements being replaced with the extensive 1963 renovations. Historic fabric has been thus somewhat compromised by the aforementioned contemporary changes. This assessment is focused primarily on the heritage aspects of the building and as such is not intended to provide comprehensive comment on all building aspects, issues and systems.



Photo 13: Original stone foundation. Note typical lichen growth.



Photo 14: Typ. cracking of later mortar repairs.

Mortar cracking is likely the result of minor building and/or chimney settlement and differential seasonal, eg. freeze/thaw, cycling. The original, and likely later repair mortars, used dense, high cement-based mortar (Types-M or S) instead of more flexible high lime mortar (Type-N or O). Being such a massive chimney, this cracking is considered minor.

a. Structure

Throughout the exterior, building lines are true to the eye, there is no visual evidence of structural distortion or obvious failures. At the interior, exposed living room timber floor joists, beams and post all appear sound, straight and true. The main floor has minor slopes and humps, likely from settlement over beams below.

b. Foundations

The original building is constructed over a shallow crawlspace. The perimeter foundation appears to be original large perimeter cobblestones fanning out from the base of the exterior wall. The crawlspace has a incomplete concrete groundseal.

The 1963 rear addition is founded on perimeter concrete block foundation and concrete post pads. The shallow crawlspace has a concrete groundseal. All foundations require inspection and comment from professional structural engineer for existing integrity and recommended upgrades.

c. Masonry

Exterior river rock chimney and porch stone piers are in generally in *good* condition with minor biologic growth (lichen), several mortar crack patterns and failed/sloppy repairs using "cement" caulking. No loose stones were observed.

The chimney top has a contemporary precast concrete storm cap. This is recommended for natural gas fireplaces as exhaust gases not protected from rainwater become highly corrosive to surrounding masonry and mortars.

d. Roofing and Rainwater Works

Contemporary asphalt roofing shingles and membrane roofing ("torch-on") at the shallow shed dormer are in *good* condition and generally in the second half of the product lifecycle. In appropriate metal flashing is installed over gable end bargeboards (note this flashing is not a RCABC standard requirement). Chimney roof flashings are in *poor* condition showing misalignment and distortion, and loss of finish.

Contemporary aluminum rainwater works (white) are sound and generally functional.

Attic spaces appear to have minimal venting at main gable ends only.



Photo 15: West gable end. Note poor condition chimney step flashing, exposed ends of roof purlins, window trim design & vinyl-framed window in an altered opening.

e. General Wood Elements

Non-invasive inspection did not expose any areas of substantial rot in wood elements, however, some overly exposed elements—corners, roof trim and purlins ends, and siding at base of walls—show signs of expected deterioration and damage, such as surface deterioration, open joints, cracks and splits.

Mainly due to regular painting, and that much of the material dates to 1963, wood elements are generally in *good* condition. There is notable deterioration of original extra-wide, siding boards that flare out at the base of exterior walls over the stone foundation. In some areas this deterioration is accelerated by the build up of soil and debris against the walls.

f. Windows and Doors

Original windows have been entirely replaced with modern, direct-glazed, wood windows, likely in the 1963 renovation campaign. Having received regular repainting, these windows are in *good* condition. Some upper floor windows are modern white vinyl-framed units. There is no visible metal head flashing over windows, lack of which may have lead to water ingress into walls over time.



Photo 16: Window detail showing original trim design repeated for altered opening for contemporary direct-glazed window. Note line of original trims.

g. Miscellaneous Items

Due to the extensive exterior changes over time, there are no miscellaneous original elements—such as exterior light fixtures, door hardware or similar—upon which to comment.

5. RECOMMENDED CONSERVATION PROCEDURES

The following procedures are according to conservation standards for historic buildings as established by the Parks Canada, **Historic Places Initiative (HPI)** and listed in *Standards & Guidelines for the Conservation of Historic Places in Canada*.

Preservation: *The action or process of protecting, maintaining and/or stabilizing the existing materials, form and integrity of an historic place or of an individual component, while protecting its heritage value.*

Restoration: *The action or process of accurately revealing, recovering or representing the state of a historic place or of an individual component, as it appeared at a particular period in its history, while protecting its heritage value.*

Rehabilitation: *The action or process of making possible a continuing or compatible contemporary use of an historic place or of an individual component, through repair, alterations, and/or additions, while protecting its heritage value.¹¹*

a. Structure and Foundations - Rehabilitation

- Existing wood framing selectively repaired, upgraded and adapted for improved integrity, Code compliance and to accommodate new additions, but only where exposed to complete the work as defined on the Building Permit drawings.
- 1963 1-storey addition to be assessed by structural engineer for suitability for new upper floor addition.
- Original house floor framing and foundations to be assessed by structural engineer for integrity and repair, selective upgrading or new foundations.
- Concrete ground seal (existing and/or new), with under-slab membrane where new, to be provided in both original and 1963 crawlspace.
- Confirm presence of existing perimeter foundation drainage and rainwater collection piping system, repair as needed or provide new to current Code.

b. Masonry – Restoration

- Remove cement "caulking" entirely from chimney stonework.
- As project intends to restore the open front porch, remove (likely) 1963 stone planter at front of porch and repair stonework of all piers from former enclosing walls and planter.
- Clean stonework to remove soot/dirt and biologic growth using stiff boat brushes and non-caustic cleaner such as TSP or "Clean Green".
- Avoid using pressurized water (powerwashing) as not only will this drive water deep into the building fabric (leading to other problems) but it may unnecessarily dislodge stones and mortar.

¹¹ Parks Canada. Canada's Historic Places. *Standards and Guidelines for the Conservation of Historic Places in Canada* 2nd ed. www.historicplaces.ca/media/18072/81468-parks-s+g-eng-web2.pdf.

- Repoint stonework where existing mortar missing or deteriorated using natural-coloured Type-S mortar for consistency with original mortar. This stronger mortar is recommended due to the oceanfront location being susceptible to high-exposure and accelerated weathering, and to better match original mortar.
- If original house foundations are found to be substandard and are rebuilt with new concrete, existing large perimeter cobblestones at the base of exterior walls are to be removed and reinstated after foundation work is complete.
- Unlike brick masonry, breathable clear sealers are typically not applied to stone masonry.

c. Roofing and Rainwater Works - Rehabilitation

- Due to the extent of new roof additions, and condition of existing roofing, remove all existing roof and provide new roofing complete with complete underlay, and eave protection per Code and RCABC Best Practices.
- Use continuous ridge attic venting not plastic/metal vents in field of roof.
- Though original house had cedar shingle roofing, asphalt shingle roofing is supportable. Low 2:12 pitch of 1963 dormer and new shed dormer does not meet minimum Code slope for cedar shingles; the shingles would not shed water properly.
- Asphalt shingles to be:

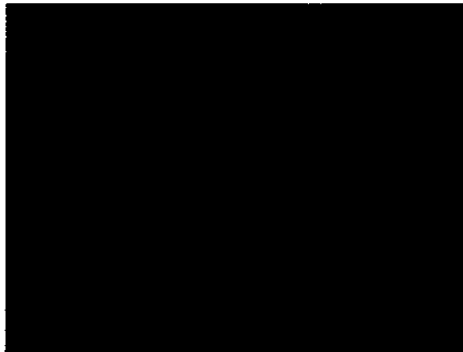


Photo 17: IKO shingles.

IKO Royal Estate, Colour: Mountain Slate, or alternate accepted by heritage consultant. Note this shingle has a restrained, traditional "shingle" appearance.

- Replace rainwater works with continuous aluminum "Colonial" K-style gutters and 2"x2" square downspouts, colour: slate grey.
- Do not install downspouts facing the street/beach esplanade.

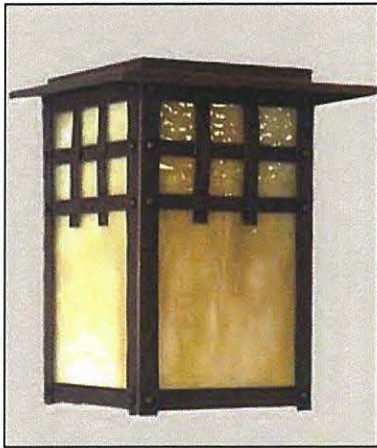
d. Cladding and Trimwork - Restoration

- Repair or replace in kind (wood species, profile and finish) deteriorated or damaged horizontal wood siding and exterior trims. Note common, machine-textured spruce/pine lumber is not acceptable.
- Replacement of bottom flared siding board must match original dimensions.
- Clad new work in wood siding to match original.
- Window and door trims to match original designs especially regarding tapered jamb trims and window sill side horns.

- Epoxy consolidants (Rot-Fix or equal) are acceptable for in situ repair of wood members;
- Do not replace more material than necessary to avoid discontinuity of appearance.

e. Front Porch - Restoration

- Remove contemporary, exterior walls/windows enclosing original covered porch, and restore walls between kitchen/living room and porch as exterior walls per approved design drawings.
- Remove contemporary flooring and restore original painted T&G wood porch flooring.
- Repair/replace wood elements at porch edge/step on all sides.
- As historic photographs do not reveal suspended porch light fixture(s), new fixtures should be wall-mounted and in a traditional design.
- New exterior light fixtures to be (wall sconce):



Waterglass Studio, The Craftsman, Model: 904I, Glass Colour: Amber Opal, or alternate accepted by heritage consultant.

Photo 18: Proposed light fixture.

f. Windows and Doors - Rehabilitation

- Replace all existing windows—and resize to original proportions where indicated on approved design drawings—with new thermal-glazed, wood-framed, sash-glazed, windows.
- Multi-paned patterns to be true-divided-light type with narrow width muntins (ie. no removable "grids").
- Window frames to be Douglas Fir, painted exterior, stain-grade interior. Aluminum-clad exterior acceptable if correct colour scheme can be achieved.
- Window operating hardware to be oil-rubbed bronze finish, or alternate accepted by heritage consultant.
- Acceptable window manufacturers:

Pella Windows, Architect Series, ILT

Lowen Windows, Mission Series
Jeld-Wen Windows, Custom Wood,
or alternate accepted by heritage consultant.

- New exterior doors to be stile and rail, Douglas Fir wood, per below, or alternate accepted by heritage consultant:

Front door:
BC Door, Heritage Collection, Model: 520E, V.G. stain grade, Standard Profile/Raised Panel, no glazing grid.

Side door:
Per above, paint grade.

Porch doors:
15-light fully glazed doors, paint grade.

New door hardware to be:

Rejuvenation Hardware, Plain 2-1/4" Knob #C9922 with Rolled Edge Plate #C1399, Finish: Burnished Antique or Oil Rubbed Bronze (dead bolts and butts finish to match), or alternate accepted by heritage consultant.

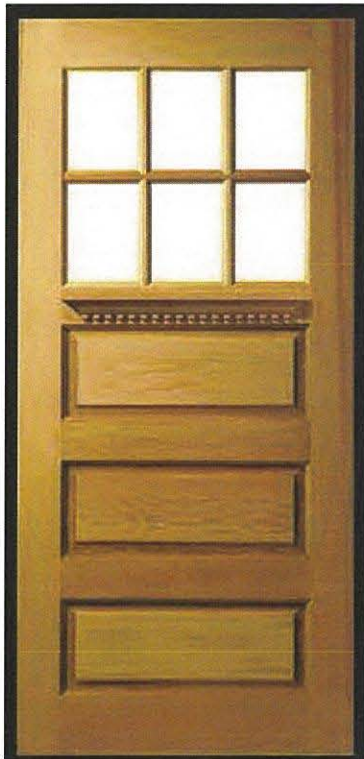


Photo 20: Proposed door. Note shelf to be Type-E (no dentils) & glazing to have no grid.

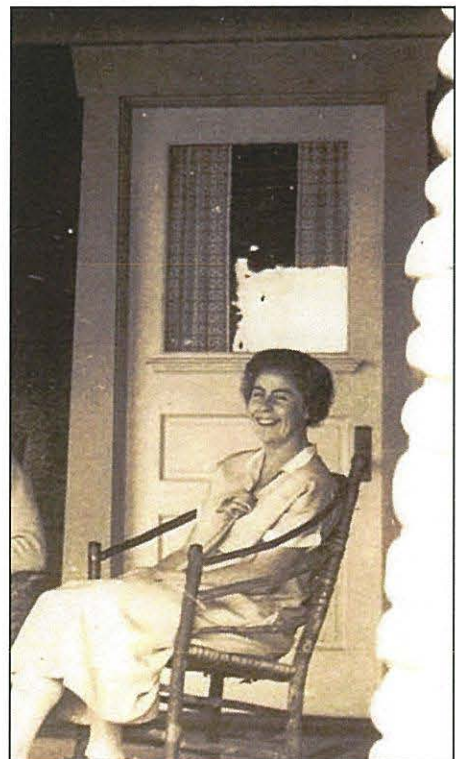


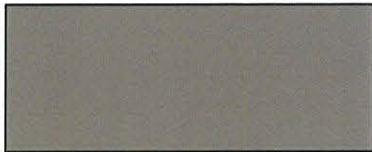
Photo 19: Original porch door.

g. Finishes - Restoration

Cobblestones, Crescent Beach - Heritage Conservation Plan
Revised June 2015

- Test existing exterior paint for lead content and follow WorkSafe BC lead abatement procedures.
- Follow Master Painters' Institute (MPI), *Repainting Manual* procedures, including removing loose paint down to next sound layer (not bare wood unless necessary), clean surface with mild TSP solution or "Clean Green" with gentlest means possible, and rinse with clean water.
- Do not use pressurized water (powerwashing) as not only will this drive water deep into the building fabric (leading to other problems) but it will unnecessarily damage wood elements.
- Use following historic colour scheme based on original colours.
- Colours are selected from Benjamin Moore, Historical Vancouver True Colours series.

ELEMENT	COLOUR
Field (horizontal siding)	BM VC-25 Harris Grey
Trimwork, Roof Soffits & Window Sash	BM VC-1 Oxford Ivory
Porch Floor	BM VC-26 Edwardian Porch Grey



VC-25 Harris Grey



VC-01 Oxford Ivory



VC-26 Edwardian Porch Grey

6. FUTURE CHANGES

Changes to the building configuration to achieve *rehabilitation* objectives, especially additions, should be carefully considered for minimal effect on the **Heritage Values** as embodied in the **Character-Defining Elements** (CDE) listed in the **Statement of Significance**.

Proposed changes to the house are primarily further additions to the rear 1963 addition, the side kitchen addition and the reconstruction of the north-side roof dormer. These changes are in keeping with the Craftsman design traditions of the original house. The rear addition and breezeway are not visible from the front beach esplanade. The kitchen side yard addition is well set back from the front facade. The new roof dormer is also well set back from the front facade and will now mirror the shed roof of the existing south-side dormer.

The Heritage Values of Cobblestones are maintained and not unduly compromised by these alterations. Further, the changes ameliorate the impact on the historic design of the somewhat inappropriate 1963 renovations. The changes described above are considered acceptable to the *Standards & Guidelines for the Conservation of Historic Places in Canada*.

7. MAINTENANCE PLAN

Following completion of the conservation works, the owner must maintain the building and land in good repair and in accordance with generally accepted maintenance standards. All work should follow *The Standards and Guidelines for the Conservation of Historic Places in Canada (2nd Edition)*. The local government determines an acceptable level or condition to which the heritage building is maintained through the **Heritage Revitalization Agreement (HRA)** and/or a Heritage Maintenance Bylaw. As with the Heritage Conservation Plan, such maintenance standards apply only to the building exterior.

As general upkeep is frequently overlooked and will lead to deterioration of heritage resources, maintenance standards warrant special attention. Any building should be kept in a reasonable condition so it continues to function properly without incurring major expenses to repair deterioration from neglect. To avoid compounding problems a continuity of informed supervision of assessments and repairs is essential.

A periodic Condition Survey by a Heritage Professional will enable the owner to anticipate and budget for upcoming repair or replacement work. The most frequent source of deterioration problems are from poorly maintained roofs, rainwater works and destructive pests.

Establish a maintenance plan using the information below; a spreadsheet is an effective tool. The "heritage" maintenance plan will provide a schedule for various tasks and the likely funds required to support the work. Records of maintenance should be kept including photographs of deterioration encountered, before and after treatment, and actions taken.

Maintenance Checklist:

- a. Site
 - Ensure site runoff drainage directed away from buildings.
 - Maintain min. 2 foot clearance between vegetation and building face and a 12 inch wide gravel strip against the foundation in planted areas.
 - Do not permit vegetation (vines, etc.) to attached to the building.
 - Keep tree branches pruned so they don't overhang roofs.
 - Ensure roots from large trees to not stress and deform building foundation, or damage perimeter drainage piping.
- b. Foundation
 - Review exterior, and interior where visible, for signs of undue settlement, deformation or cracking of foundation and if encountered seek advice from Professional Engineer.
 - Ensure perimeter drainage piping is functioning satisfactorily by flushing and/or professional inspection every 3-5 years.
 - Inspect basement/crawlspace interior for signs of moisture migrating through foundation walls or the slab-on-grade in the form of efflorescence (a white powder on concrete) or staining of finishes. A "smell test" for musty air can indicate a moisture problem.
- c. Masonry
 - Clean excessive build-ups organic growth and atmospheric soot from masonry chimneys.

- Inspect masonry mortar for spalling and deterioration and repoint as needed to maintain structural integrity and appearance.
- Clean accumulation of efflorescence from masonry (a build up of natural salts in new mortar migrating to the surface through evaporation mechanisms).
- Review structural integrity for deformation, leaning, cracked masonry units and if encountered seek advice from Professional Engineer as may be related to foundation problem.

d. **Wood Elements**

- In the wet coastal climate of British Columbia maintaining integrity of exterior wood elements is critical in preventing water ingress into buildings.
- Annually inspect wood elements for signs of deterioration mechanisms, identify source of problem and take corrective repair/replacement action:
 - wood in contact with ground or plantings;
 - excessive cupping, loose knots, cracks or splits;
 - open wood-to-wood joints or loose/missing fasteners;
 - attack from biological growth (moss, moulds, etc.) or infestations (carpenter ants, etc.);
 - animal damage or accumulations (chewed holes, nesting, bird/rodent droppings) **USE HAZARDOUS MATERIALS PROCEDURES;**
 - signs of water ingress (rot, staining, mould, infestation).
- Closely inspect highly exposed wood elements such as porches, railings and stairs for deterioration. Anticipate replacement in kind of these elements every 10-15 years.
- Inspect paint finishes every 3-5 years and expect full repainting every 7-10 years. Look for:
 - bubbling, cracks, "alligatoring" or crazing, wrinkles, flaking, peeling or powdering;
 - excessive fading of colours, especially dark tones;
- Note repainting shall be in historic colours accepted for the HRA unless altered by **Heritage Alteration Permit (HAP)** issued by the Local Authority.
- Inspect visible caulking joints for continuity and shrinkage. Expect to redo caulking every 3-5 years.
- Review metal flashings to ensure water runoff properly directed to the exterior and that flashing joints are intact.

e. **Windows and Doors**

- Annually check integrity of window glazing putty for drying, cracking or loss.
- Replace cracked or broken glass as it occurs.
- Check satisfactory operation of windows and doors. Poor operation can be a sign of building settlement distorting the frame, or sashes or doors may be warped.
- Check condition and operation of hardware for rust or breakage. Lubricate annually.
- Inspect weather stripping for excessive wear and integrity.

f. **Roofing and Rainwater Works**

- Inspect roof condition every 5 years, looking for:
 - loose, split or missing (cedar) shingles, especially at edges, ridges and hips;
 - excessive biological growth (moss) and/or accumulation of debris from adjacent trees;
 - flashings functioning properly to shed water down slope, especially at chimney.
- Remove roof debris and moss with gentle sweeping and low-pressure hose.
- At 10-15 years assess cedar roof shingles for retreatment with spray-applied penetrating oil with wood preservative, and possible replacement of edge and ridge shingles.
- Plan for roof replacement of cedar roofing at 18-22 years or longer. Note roofing replacement to be pressure-treated cedar as per original specification.
- Annually inspect and clean gutters, flush out downpipes. Ensure gutters positively slope to downpipes, there are no leaks or water splashing onto building.
- Ensure gutter hangers and rainwater system elements intact and secure.
- Ensure downpipes inserted into collection piping stub-outs at grade and/or directed away from building onto concrete splash pads.

g. General Cleaning

- Building exterior should be regularly cleaned depending on build up of atmospheric soot, biological growth and/or dirt up-splash from ground.
- Cleaning prevents buildup of deleterious materials which can lead to premature and avoidable maintenance problems.
- Windows, doors and rainwater works should be cleaned annually.
- When cleaning always use gentlest means possible such as soft bristle brush and low-pressure hose. Use mild cleaner if necessary such as diluted TSP or "Simple Green".
- Do not use high-pressure washing as it will lead to excessive damage to finishes, seals, caulking and wood elements, and it will drive water into wall assemblies and lead to bigger problems.

8. CURRENT PHOTOGRAPHS (all photos by Pattison Architecture)



Photo 21: View from north east, note 1963 additions.

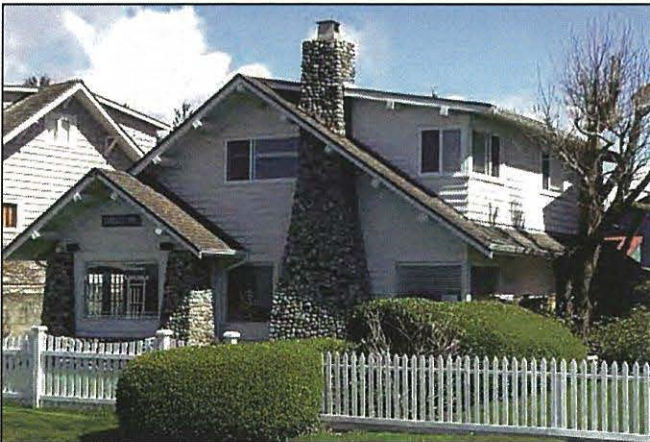


Photo 22: View from south west, note enclosed front porch.



Photo 23: Detailed view enclosed porch, note 1963 gable dormer.



Photo 24: Detail view chimney & roof overhang, note overhang of 1963 dormer.



Photo 25: Typ. base of cobblestone pier, note wide flared bottom siding board.



Photo 26: Typ. roof eave, note exposed rafter tails.

APPENDIX – A STATEMENT OF SIGNIFICANCE



2854 O'Hara Lane, Crescent Beach, Surrey, BC

Construction Date: 1918

Description of Historic Place

"Cobblestones" is a 1-1/2 storey wood-frame, gable-roofed house situated on a beachfront lot mid-block on O'Hara Lane. The front, or principle facade, faces the beach esplanade. The property is located in the southwest portion of the Crescent Beach peninsula in the municipality of Surrey. The house has medium-pitched gables with wide overhangs, horizontal lapped wood siding and river rock porch piers and external chimney. Various 1960s renovations added a rear one storey extension and roof dormers to the house, as well as replaced and altered original windows and enclosed the front porch.

Heritage Value of Historic Place

Cobblestones—a name assigned by the original owners—is valued for its social and historic associations with the earliest development of the Crescent Beach vacation community. The completion of Great Northern Railway to Vancouver, with a local station built in 1909, made this hard-to-reach picturesque beach accessible. The peninsula was subdivided into house lots 1912 but development didn't pick up until near the end of World War I. Cobblestones was constructed in 1918 during the first cohort of new summer cottages at Crescent Beach.

Custom built for the family of notable New Westminster resident, John Peck, this cottage is an early example of a property developed primarily for recreational purposes. It illustrates the upper-class "modern" lifestyle

and values of New Westminster and Vancouver families who owned or frequented vacation homes in Crescent Beach, an early 20th century holiday destination.

The building is significant for its social and historic association with engineer John Peck, a New Westminster engineer, businessman and politician. In addition to various industrial business enterprises, Peck started the Mechanics Institute in New Westminster, he was a New Westminster alderman and sat on the New Westminster boards of trade and education. During his high-profile career as a mechanical engineer, he was the provincial chief inspector of boilers.

The house has historic value as it was designed by well-known, architectural firm Gardiner & Mercer (1912-1940), one of the longest and most prolific partnerships in the province. They were also responsible for the design of many commercial buildings in New Westminster and Vancouver, as well as residences and institutional buildings throughout the Fraser Valley. The house displays a high design quality and attention to character and detail.

The building is valued for its history and aesthetics as an example of a rustic Craftsman Bungalow, a design tradition popular in the Lower Mainland between 1910-1925. The substantial and prominent cobblestone piers and chimney, its deep porch and dramatic overhanging roof are among its architectural features. Typical of Lower Mainland houses of this era, the building features old-growth, wood-frame construction and finishing that incorporates wood products from local sawmills and local river rock masonry. The living room interior contains a unique exposed timber post and floor joist structural frame.

Character Defining Elements

- Waterfront location on O'Hara Lane in the southwest portion of the Crescent Beach peninsula.
- Original (misaligned) position on the lot facing the beach.
- Continuous use as a single-detached residence.
- Large recessed front porch with tapered river rock piers, exposed ceiling joists and wood flooring.
- Massive, river rock external chimney on the front (west) of the house that pierces the roof overhang.
- Exposed perimeter river rock foundation.
- Collection of Craftsman Bungalow design features, including:
 - Medium-pitched, gable roof with secondary porch gable and deep overhangs;
 - Open roof soffits with tongue and groove boards, exposed rafters at eaves and exposed timber purlins at gable ends;
 - Lapped horizontal wide wood siding, including extra-wide, flared board at the base of walls;
 - Wide, flat-stock window and door trims, including tapered window jamb trims.

APPENDIX – B RESEARCH NOTES

CIVIC ADDRESS: 2854 O'Hara Lane, Surrey (Crescent Beach)
LEGAL DESCRIPTION: Lot 37, Blk. 5, DL 52, Grp. 2 NWD, Plan 2200
PID: 002-420-686
DATE OF CONSTRUCTION: 1918
Source: period newspapers, Peck family

ORIGINAL OWNER: John Peck
Sources: historic title search

REFERENCES:

BC Record Newspaper archive. various issues. UBC Archives.

Fire insurance map for Crescent Beach, 1940. UBC Archives

F.J. Hart and Co. textual files. New Westminster Archives.

Gosnell, R Edward. *British Columbia: A History*. Lewis Publishing Co., 1906

Gottfried, Herbert & Jennings. *American Vernacular Building and Interiors 1870-1960*. Norton & Co. New York, Jan. 1985.

Hayes, Derek. *British Columbia: A New Historical Atlas*. Douglas & McIntyre, 2012.

Historic Title Search (to 1912)

New Westminster Public Library, Reference Section- Historical Photographs, City Directories

Peck, Maria & Evan. April 2014 interview

Peck, Maria & Evan. Peck family photo collection

Surrey Archives. Surrey Gazette Newspaper. 1917-1926

Surrey Archives. photo collections

Surrey Archives. *History of Crescent Beach* <http://www.surrey.ca/culture-recreation/2423.aspx>

Treleaven, Fern C. *The Surrey Story*. Surrey Museum & Historical Society, 1978.

Vancouver Daily World Newspaper archive. various issues

Vancouver Public Library, Special Collections - Historical Photographs, City Directories

Whiteside, Richard V. *The Surrey Pioneers*. Evergreen Press Ltd., 1974.

Appendix "C"

VARIATION TO BY-LAWS

1. Section D Density of Part 16 Single Family Residential Zone (RF) of the Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:
 - Section D.2(a)(iv) is varied by deleting the existing text and replacing it with the following:

The maximum permitted floor area of a second storey for a *principal building* must not exceed 82% of the floor area of the main floor level including attached garage and that portion of any porch or veranda at the front that is covered by a sloped roof, but not including any portion of the *structure* located within 7.5 metres [25 ft.] of the *front lot line*. The reduced floor area of the second storey shall be accomplished by an offset at the second storey level from the wall at the main floor level from either the front or side walls or a combination thereof; and

2. Section F Yards and Setbacks of Part 16 Single Family Residential Zone (RF) of the Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:
 - The minimum *front yard setback* (Crescent Beach Shore) for the *principal building* is reduced from 7.5 metres [25 ft.] to 5.93 metres [19 ft.].
 - The minimum *rear yard setback* (O'Hara Lane) for the *principal building* is reduced from 7.5 metres [25 ft.] to 2.26 metres [7 ft.].
 - The minimum north *side yard setback* for the *principal building* is reduced from 1.8 metres [6 ft.] to 1.02 metres [3 ft.].
 - The minimum south *side yard setback* for the *principal building* is reduced from 1.8 metres [6 ft.] to 0.61 metres [2 ft.].
 - The encroachment of eaves into the required *setbacks* is permitted to a maximum 1.0 metre [3 ft.].

3. Section G.1 Height of Buildings of Part 16 Single Family Residential Zone (RF) of the Surrey Zoning By-law, 1993, No. 12000, as amended is varied by deleting the existing text of 1(a) and replacing it as follows:
 - (a) *Principal building*: The *building height* shall not exceed 9 metres [30 ft.] except as shown on the attached drawings in Appendix A-1 to a maximum of 5.2 metres [17 ft.].

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