



# Corporate Report

NO: R245

COUNCIL DATE: NOVEMBER 20, 2006

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## REGULAR COUNCIL

TO: Mayor & Council DATE: November 15, 2006  
FROM: Acting General Manager, Planning and Development FILE: 7906-0346-00  
SUBJECT: Heritage Protection for the Willard Kitchen House

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## RECOMMENDATION

It is recommended that Council:

1. Receive this report as information;
2. Authorize the City Clerk to bring forward the Heritage Revitalization Agreement By-law (the "By-law"), attached as Appendix I to this report, for the required readings, to set a date for the related public hearing and to undertake notification for the public hearing in accordance with Section 966 (8) of the *Local Government Act*, R.S.B.C., 1996, c. 323 (the "Act"); and
3. Authorize the City Clerk to provide the necessary notification related to the By-law, as required by Section 966 (9) of the *Act*.

## INTENT

The purpose of this report is to obtain Council approval to bring forward a heritage revitalization agreement by-law to protect the heritage house situated at 2590 O'Hara Lane (see map attached as Appendix II), to allow for the construction of a single car garage designed to be complementary to the heritage house and to vary the Zoning By-law to allow for the total proposed floor area on the lot.

## BACKGROUND

The City received a heritage protection application from the owner of the Willard Kitchen House, located at 2590 O'Hara Lane, to protect the house and to allow a single car garage, having a character similar to the house, to be built on the lot. There is no rezoning or subdivision associated with this application.

The property is located in Crescent Beach. The 557 square metre (6,003 square foot) lot is zoned Single Family Residential (RF) Zone. The lands are also governed by the historic Crescent Beach Restrictive Covenant that once regulated uses and siting of buildings before City zoning was in place.

The property is listed on the Surrey Heritage Register. The existing house was designed by North Vancouver architect William Bow and constructed by Willard Kitchen in 1920. It is identified on the Heritage Register by the name of the "Willard Kitchen House" and is rated at 84% in the Surrey Heritage Evaluation Worksheet (see Appendix III). The house has a prominent landscape along the waterfront of Crescent Road. It was built as a year round residence at a time most were constructed for use as a cottage during summer months.

## DISCUSSION

The heritage value of the Willard Kitchen House rests in its architectural character, its location fronting the seashore and its relationship to local history.

The surrounding lands include:

- the Rothwell House, to the north, restored under a Heritage Revitalization Agreement recently approved by Council;
- The Crescent Beach walkway and ocean to the west; and
- Other single residential dwellings to the east and south.

The current owners have owned the Willard Kitchen House since the late 1960s, and were very supportive of the house being added to the Surrey Heritage Register in 2000. They have now expressed interest in constructing a single car detached garage, having a design complementary to the dwelling. The existing tandem garage is used as habitable space or boat storage. The detached garage would be used to park one car and a second car would be parked in the driveway that exists on the lot. However, the total floor area will exceed that permitted in the Single Family Residential Zone (RF) Zone. Consequently, a density variance under the *Act*, through a Heritage Revitalization Agreement By-law, is necessary before additional construction can be authorized.

The owners are agreeable to entering into the Heritage Revitalization Agreement (the "Agreement"), attached as Appendix I. If Council considers proceeding with the proposal and the house becomes protected, the owner will be eligible to:

- apply to the Heritage Advisory Commission (the "HAC") for financial assistance of up to \$3,000 in matching funds per year for renovations approved by the HAC; and
- apply to Council for property tax reduction.

These incentives are to encourage heritage property owners to maintain heritage buildings in good repair.

The Agreement will include the following:

## **Terms and Conditions**

The Agreement includes the same terms and conditions that are generally included in all heritage revitalization agreement documents, such as owner's obligations, construction and maintenance notices and dispute resolution. The owner has specifically agreed to the requirements for repairing the house if it damaged, rebuilding a replica if it is destroyed, and paying the City compensation for the loss of heritage value in the amount of \$15,000, in the event the house is destroyed for reasons other than by acts of God.

## **Conservation Plan**

The Conservation Plan is the main substance of the Agreement. It describes the historic background, the physical elements of the building that define its heritage character and heritage value, the standards necessary to maintain the building should the building need restorations, the nature of those restorations, and the design of the proposed single car garage to insure it is compatible with house.

The main character-defining elements of the house that the Agreement will protect include:

- Seaside facing front façade and direct pedestrian access to the beach areas;
- Offset siting, 0.9 metres to the south side lot line and 3.93 metres to the north side lot line;
- A three storey structure when viewed from O'Hara Lane;
- Cross-gabled massing with steeply sloping cedar shingle roof;
- Thin and visually light fascia boards, with generous open eaves carried on built-up beams with bevelled ends, with exposed rafters over;
- Carefully detailed wood shingle siding and trims covering the extent of the building, characteristic of the Craftsman style;
- Upper floor cladding is characterized by a flared shingle every fourth course, with a quarter round molding below;
- Ground floor cladding is characterized by narrow and wide courses of shingles;
- Vertical paned windows grouped to create a 'ribbon window' effect;
- Sloping roof of front porch as extension of upper roof, crowned by dominant west facing gable with projecting bay to address the ocean view; and
- Heavy timber posts with curved knee braces at the porch.

Plans are attached to the Conservation Plan for the design of the proposed single car garage (see Appendix I, Schedules "A" and "B"). The Agreement sets the condition that a building permit may only be issued for the proposed single car garage if the design matches that in the Conservation Plan. The building is proposed to be sited lengthwise along O'Hara Lane, separated by an existing hedge. It would be 2.7 metres (9 feet) wide by 6.1 metres (20 feet) long. The existing driveway will be used to access the garage to avoid removing the hedge. A site plan and elevations are attached to the Conservation Plan.

These plans have been reviewed and found satisfactory by both the City Architect and the HAC.

## **Zoning By-law Variance**

Heritage revitalization agreement by-laws may vary or supplement the Zoning By-law.

Many older buildings are not necessarily constructed in accordance with the Zoning By-law currently in place. The property requires the following variances:

### ***Density Variance***

A variance is necessary to allow for the construction of the single car garage. The density of a residential building is based on a maximum amount of floor area in relation to the lot area, called the Floor Space Ratio ("FSR"). Under the Zoning By-law, a basement that is not truly underground (e.g. more than half of its volume has to be below finished grade to be considered a basement) is included in the floor area calculation. However, hydrostatic and flood proofing consideration generally preclude deep basements and favour high basements, creating three storey built forms in Crescent Beach.

The maximum floor area in the Zoning By-law is 270 square metres (2,900 square feet). The existing house is 290 square metres and, with the proposed garage, the floor area would increase to 312.4 metres. The justification for this density variance is:

- If the building had a true underground basement, it would not be included in the calculations and would comply and be similar in appearance to nearby houses;
- The basement does not contribute to the massing when viewed from the beach side. The lot slopes up toward the beach and there is a porch along the full front width of the house blocking the view of any exposed basement wall; and
- The garage will not be visible from the beach.

### ***Setbacks Variance***

The Zoning By-law requires that the side yard setback for a use that is a principal building be 1.8 metres. The existing house is sited 3.93 metres at its closest point to the north lot line and 0.9 metres to the south lot line. Therefore, a variance is required from the south lot line, to reduce the setback from 1.8 metres to 0.9 metres and the setback on the north side to be supplemented to increase it to 3.93 metres to retain the existing character of the house. These setback variances are justified to legalize the existing building and to retain the heritage character of the heritage building.

The proposed single car garage will be sited in accordance with current zoning regulations.

The *Act* states that heritage revitalization agreement by-laws require a public hearing and the usual notification of surrounding property owners if density is being varied.

### ***Referrals***

The Engineering Department had no concerns with this application proceeding, provided drainage concerns are addressed through the building permit.

Legal Services has reviewed this agreement and has no concerns.

### **CONCLUSION**

It is recommended that Council approve Application No. 7906-0346-00 to protect the Willard Kitchen House and to allow an increase in density for the construction of a single car garage with a design using similar design elements of the Willard Kitchen House. Heritage revitalization agreements allow density and other regulations to be varied, subject to a public hearing, to accommodate retention of heritage buildings. If Council approves this application, financial incentives would be available to the owner to assist in the long-term conservation of the Willard Kitchen House.

How Yin Leung  
Acting General Manager  
Planning and Development

AK/kms/saw

#### Attachments:

Appendix I Heritage Revitalization Agreement By-law

Appendix II Location Map

Appendix III Surrey Heritage Evaluation Worksheet

CITY OF SURREY

BY-LAW NO \_\_\_\_\_

A by-law to enter into a heritage revitalization agreement  
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WHEREAS:

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

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

Parcel Identifier: 012-589-748

Lot 24 Block 4 District Lot 52 Group 2 New Westminster District Plan 2200

2590 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 to enter into that certain heritage revitalization agreement, including Schedule "A" and "B" attached thereto, appended to this By-law as Schedule "1" (the "Heritage Revitalization Agreement") in respect of the Lands.

2. The Mayor and the City Clerk are authorized on behalf of the City to sign the Heritage Revitalization Agreement and to register a notice on the title of the Lands.
3. Schedule "1" forms a part of this By-law.
4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 200\_, No. \_\_\_\_\_."

READ A FIRST AND SECOND TIME on the \_\_\_ day of \_\_\_\_\_, 200\_.

PUBLIC HEARING HELD thereon on the \_\_\_ day of \_\_\_\_\_, 200\_.

READ A THIRD TIME on the \_\_\_ day of \_\_\_\_\_, 200\_.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the \_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**SCHEDULE "1"**

[To City of Surrey Heritage Revitalization Agreement By-law, 200\_, No.\_\_\_\_\_]

**HERITAGE REVITALIZATION AGREEMENT**

This Agreement made the \_\_\_th day of \_\_\_\_\_, 200\_

BETWEEN:

BARBARA GILMOR ARMSTRONG

2590 O'Hara Lane  
Surrey BC V4A 3E3

(the "Owner")

OF THE FIRST PART

AND:

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

(the "City")

OF THE SECOND PART

WHEREAS:

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

Parcel Identifier: 012-589-748

Lot 24 Block 4 District Lot 52 Group 2 New Westminster District Plan  
2200

2590 O'Hara Lane

(the "Lands");

- B. The Owner and the City consider that the Lands have heritage value and heritage character;
- C. The Owner and the City desire to conserve the heritage value and heritage character of the Lands;



- D. For the purpose of conservation of the heritage value and heritage character 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 the event the heritage improvements or features on the Lands are moved or destroyed;
- 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 Schedule "A" to this Agreement (the "Conservation Plan");
- G. The improvements or features identified on the Conservation Plan as the Willard Kitchen House (the "House") are listed on the Surrey Heritage Register.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises of the parties hereto and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties) the Owner and the City covenant and agree with one another pursuant to Section 966 of the Local Government Act, R.S.B.C. 1996, c. 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 preservation, rehabilitation, restoration, modification, replication, relocation, repair, or maintenance to be undertaken and completed pursuant to this Agreement including, but not limited to, the foundation, roof structure, roof cladding, building envelope, wood detailing and trims, site features and landscaping.

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

2. The Owner covenants and agrees to the following:
  - (a) No improvements or features on the Lands identified in the Conservation Plan as having heritage value or heritage character shall be altered, including alterations required or authorized by this Agreement, except as agreed to by the City.
  - (b) Each action of relocation, restoration, rehabilitation, replication, repair, replacement or maintenance required by Parts I, II and III of the Conservation Plan shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out in the Conservation Plan.
  - (c) All improvements identified in Part I and II of the Conservation Plan on the Lands 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 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: (Kelly. Note Brenda Clark will supply this in the final document.)
  - (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 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. 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 including, but not limited to: (Kelly. Note Brenda Clark will supply this in the final document.)
  - (f) In the event that the House is destroyed, the Owner covenants and agrees to compensate the City for the loss in heritage value to the

community in the amount of \$15,000 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) If the House becomes vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the building and site 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 agrees to advise the City of any periods during which the House will be vacant for 30 days or more, provide 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, and any authorized agent of the City may enter the Lands with reasonable notice 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) 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.
  - (i) Where required by the City in a heritage alteration permit, the Owner shall provide security to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan.
  - (j) Subject to approval by the City, the owner shall be eligible to apply for funding for the House from the City or from the Heritage Advisory Commission (or any like authority) 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.
3. Pursuant to Section 966(2) (b) of the Local Government Act, the following bylaws or permits of the City are varied and supplemented in their application to the Lands in the manner and to the extent provided as follows:

- (a) Surrey Zoning By-law, 1993, No. 12000, as amended, is varied or supplemented with respect to the Lands as set out in Schedule "B" which is incorporated into and forms part of this Agreement as it relates 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 or features on 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 the 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 on the Lands 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 lands adjacent to the 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 under 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 or 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 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 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 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 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 a breach shall be determined by the City by reference to the Conservation Plan, and Sections 2 and 3 of this Agreement.

#### No Waiver

11. No restrictions, requirements or other provisions in this Agreement shall be deemed to have been waived by the City unless a written waiver authorized by resolution of the Council and signed by an officer of the City has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the City on previous occasions of any default nor any previous written waiver shall be taken to operate as a waiver by the City of any subsequent default or in any way to defeat or affect the rights or 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 by the City shall estop, 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 these 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 of this Agreement, then the Owner upon sixty (60) days' written notice to the City shall be excused from complying with the restrictions or performing the obligation and the restriction or obligation shall be suspended but only to the extent and for the time that the mandatory law, regulation or order is inconsistent with compliance with the 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 Owner:

Ms. Barbara Armstrong  
2590 O'Hara Lane  
Surrey BC V4A 3E3

If to the City:

Attention: City Clerk  
CITY OF SURREY  
14245 - 56 Avenue  
Surrey, B.C. V3X 3A2

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.

#### 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 the 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 notice either accept the Owner's arbitrator, or name another with the same qualifications willing to act, and shall give notice of its choice 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.

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, it 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, c. 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.

**BARBARA GILMOR ARMSTRONG**

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Barbara Gilmour Armstrong

**CITY OF SURREY**  
by its authorized signatories

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Dianne L. Watts  
Mayor

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Margaret Jones  
City Clerk

**SCHEDULE "A"**  
**CONSERVATION PLAN**

**PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND**

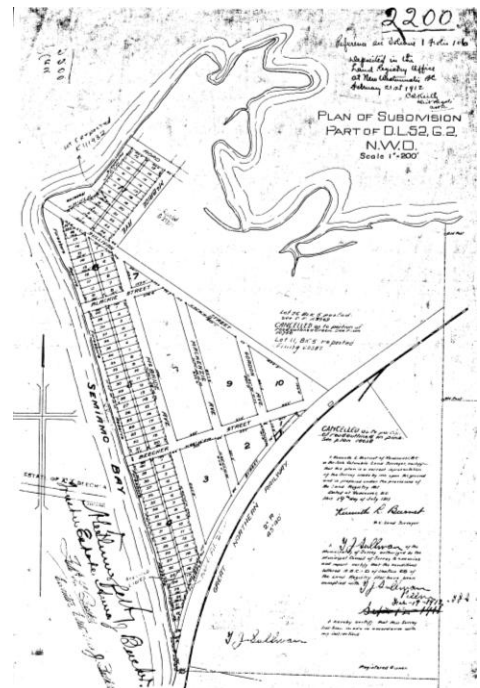
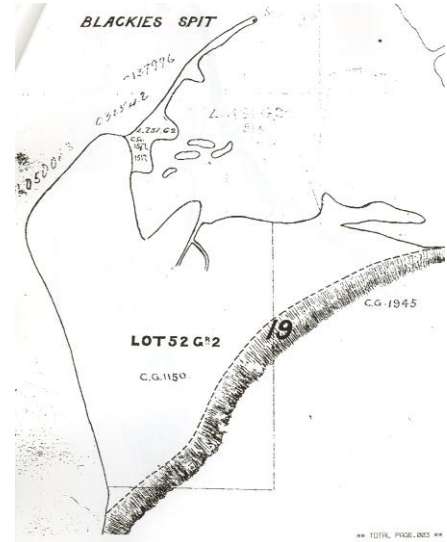
**1. History**

Crescent Beach is a historical beachside community in Surrey. It is an area protected by dykes situated below and to the west of the Semiahmoo Peninsula escarpment. Access to the community is by way of the historic Crescent Road from the east and Great Northern Rail after 1909.

The area is archaeological significant to First Nations people that occupied the area before it was settled by Europeans.

The area to become known as Crescent Beach was first owned by Walter Blackie. He received a Crown Grant to District Lot 231 in 1875. This included a narrow spit of land thrusting into Mud Bay that is known as Blackie or Blackies Spit. In the same year, he became the owner of District Lot 52 after Mussel-Whites. After his death Blackies wife, Agnes, inherited the two lots, with the direction that the lands not be sold while the "Blackie Block Depot Hotel and Blackie Spit" was still leased.

Crescent Beach became increasingly popular as a seaside attraction and rail service was introduced by Great Northern Railway in 1909. The lands were sold to Charles Beecher in 1906. Afterwards his widow, Anna Johnson Beecher, had title until the land was transferred in trust for sale by Alfred Flummerfeld in 1913. The land was subdivided, including creation of lots close to the waterfront. The majority were sold to F. J. Hart and Company and marketed for sale. There is also record of a "Crescent Beach Development Company" which was associated with Henry Eastman and William Shelly (after whom the Shelly Building in Vancouver is named).

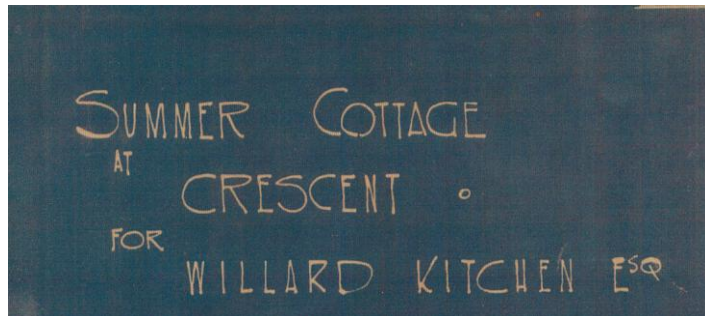


The subject lot was first owned by Henry Eastman. It was sold in 1916 to Willard Kitchen who was the builder of the house on the property. In 1939, title was transferred to Agnes Mary Kitchen, Ellen Hazel Fleming Kitchen and Gladys Jardine. Barbara Spenser Armstrong acquired the lands in 1967.

## 2 Architecture and Current Appearance

The heritage value of this house primarily rests with its architecture and its setting. It is prominently located along the waterfront of Crescent Road. Although its address is on O'Hara Lane, it fronts the beach.

William Bow, with offices on North Lonsdale in North Vancouver, was the architect that prepared the plans for this house for Willard Kitchen. It was built in about 1920 as a year round residence at a time most were constructed for use as a cottage during summer months.



The house has a number of design features. The massing is front gabled with loft side cross gable, shed roof entry stair and cantilevered square bay on north side, full width shed roof front porch. The house is covered in wood shingle cladding. It has ribbon windows, some of which are paired. It has a gable roof with cedar shingles. Shingles on the upper half storey flare out every four courses (with the exception of the first row which is set as three courses) with a quarter round moulding underneath. A horizontal board separates the floors. Shingles on main floor are alternately wide and narrow, exposed beams made up of three joists protrude into the gable with the middle joist recessed, all with beveled corners. The house also has open rake and open eaves, exposed rafters, square porch posts with curved knee braces, French doors on main porch.

### 3. Character-defining Elements

The character-defining element of the House are the following:

- Seaside facing front (west) façade and direct pedestrian access to the beach areas.
- Offset siting, 0.9 meters to the south side lot line and 3.93 meters to the north side lot line.
- A three-storey structure when viewed from O'Hara Lane.
- Cross-gabled massing with steeply sloping cedar shingle roof.
- Thin and visually light fascia boards, with generous open eaves carried on built-up beams with beveled ends, with exposed rafters over.
- Carefully detailed wood shingle siding and trims covering the extent of the building, characteristic of the Craftsman style.
- Upper floor cladding is characterized by a flared shingle every fourth course, with a quarter round molding below.
- Ground floor cladding is characterized by narrow and wide courses of shingles.
- Vertical paned windows grouped to create a 'ribbon window' effect.
- Sloping roof of front porch as extension of upper roof, crowned by dominant west-facing gable with projecting bay to address the ocean view.
- Heavy timber posts with curved knee braces at the porch.



## **PART II – MAINTENANCE, RESTORATION STANDARDS AND PERMIT APPROVALS**

### **1. General**

#### **A. Requirement to Commence Restorations**

In the event that the House will be restored, such works shall be consistent with Part III – Restoration Standards and Specifications, and 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 restoration works.

#### **B. Requirement to Establish a 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, 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, sealing, weather-stripping and similar protective coatings.

The Funding Strategy shall include, but is not limited to, whether or not the Owner intends to absorb all the costs, undertake fund raising or seek government financial incentives, including those incentives 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 18 months 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 restoration, renovations, additions, stabilization, 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 – Restoration 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 building.
- (e) A description of any matters noted in Part III – Restoration Standards and Specifications or in the plans attached to this Agreement as requiring further details.
- (f) A financial plan detailing the funding for the restoration 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 Manager, Planning and Development, and if deemed necessary by the General Manager, Planning and Development, the approval of the Heritage Advisory Commission.

#### **2. Restoration Standards**

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

#### **3. Timing and Phasing**

The single-car detached garage provided for in Part III RESTORATION STANDARDS AND SPECIFICATIONS, Section 5. New Construction, is to be completed within 2 years of the adoption of this Heritage Revitalization Agreement By-Law.

#### **4. Heritage Alteration Permit Approval**

- A. Changes to the building, structure, or the 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) 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
  - (B) simple repair and maintenance of existing elements not affecting the House structure, exterior or interior appearance of the House or features on the Lands.
- 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 or the feature;
  - (c) replacement of existing elements and/or construction of additions or other construction on the Lands;
  - (e) where interior elements are identified, changes to the interior appearance of the House; and.
  - (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 of 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 Sections 2 and 4 of Part II, Part III, Schedule B and heritage alteration permits sanctioning construction, alterations or other actions.

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

## **PART III – RESTORATION STANDARDS AND SPECIFICATIONS**

### **1. Foundation**

The existing foundation of the House will be retained and maintained as necessary. Any alterations shall not detract from the heritage character of the House, and amount of exposed concrete will be limited to a minimum.

### **2. Roof Structure And Cladding**

When the roof of the House is replaced, cedar shingles shall be used as the roofing material.

### **3. Building Envelope, Exterior, Wood Detailing And Trims**

The building envelope shall be well maintained with a regular painting to promote retention of the existing wood siding, shingles and trims. Any replacement material shall match the existing.

### **4. Interior Condition**

The interior is not subject to this heritage revitalization agreement. Interior alterations not affecting the exterior appearance of the House are not restricted.

### **5. New Construction**

A single-car detached garage is to be constructed in the location on the Site Plan (Drawing No. 7906-0346-00 A). The garage is to be of the same style as the House, including but not limited to the following key features: a) Sloping gable roof with same slope(s) as existing House; b) Wood framed windows with proportions to match existing House; c) Painted wood siding in profile and colour to match existing House; d) Painted wood trims, brackets to match existing House; e) Limit exposed concrete foundation to minimum. The overall design of the single-car detached garage is shown in the Elevations (Drawing No. 7906-0346-00 B). The single-car detached garage shall not be considered to be a heritage building for the purposes of this heritage revitalization agreement.



A building permit to be issued to allow for the construction of this single-car detached garage shall be sited in accordance Drawing No. 7906-0346-00 A and shall be of a design consistent with Drawing No. 7906-0346-00 B.

The City Architect shall review the building permit for the single-car detached garage before the permit is issued. Minor changes that the City Architect deems do not affect the style of the single-car detached garage or its relationship to the House may be permitted.

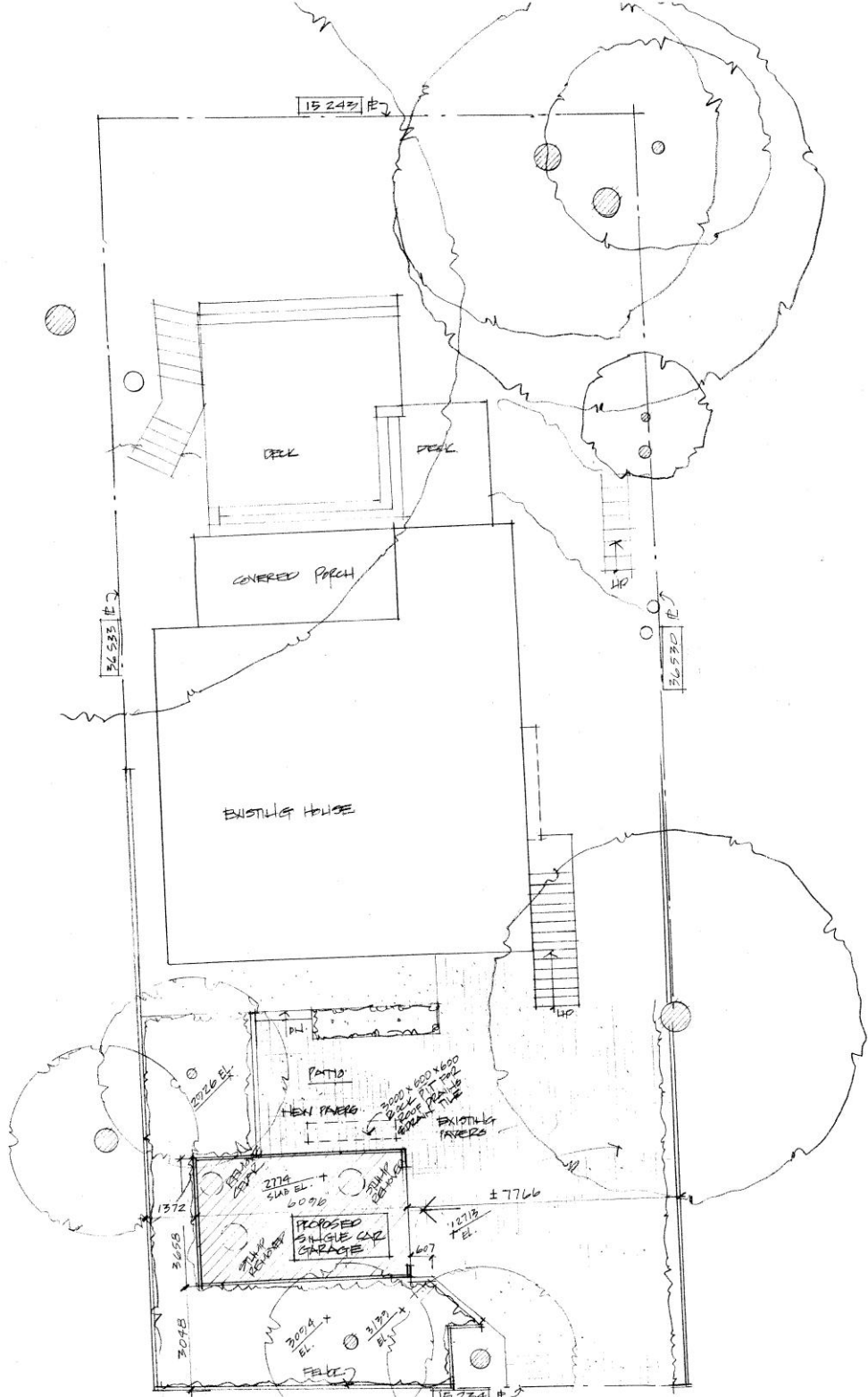
**6. Plans and Elevations**

The following plans are attached and form part of this Conservation Plan:

- (a) Plan 7906 - 0364 – 00 (A)      Site plan showing the location of the proposed single-car detached garage; and
- (b) Plan 7906 - 0364 – 00 (B)      Building elevations of proposed single-car detached garage.

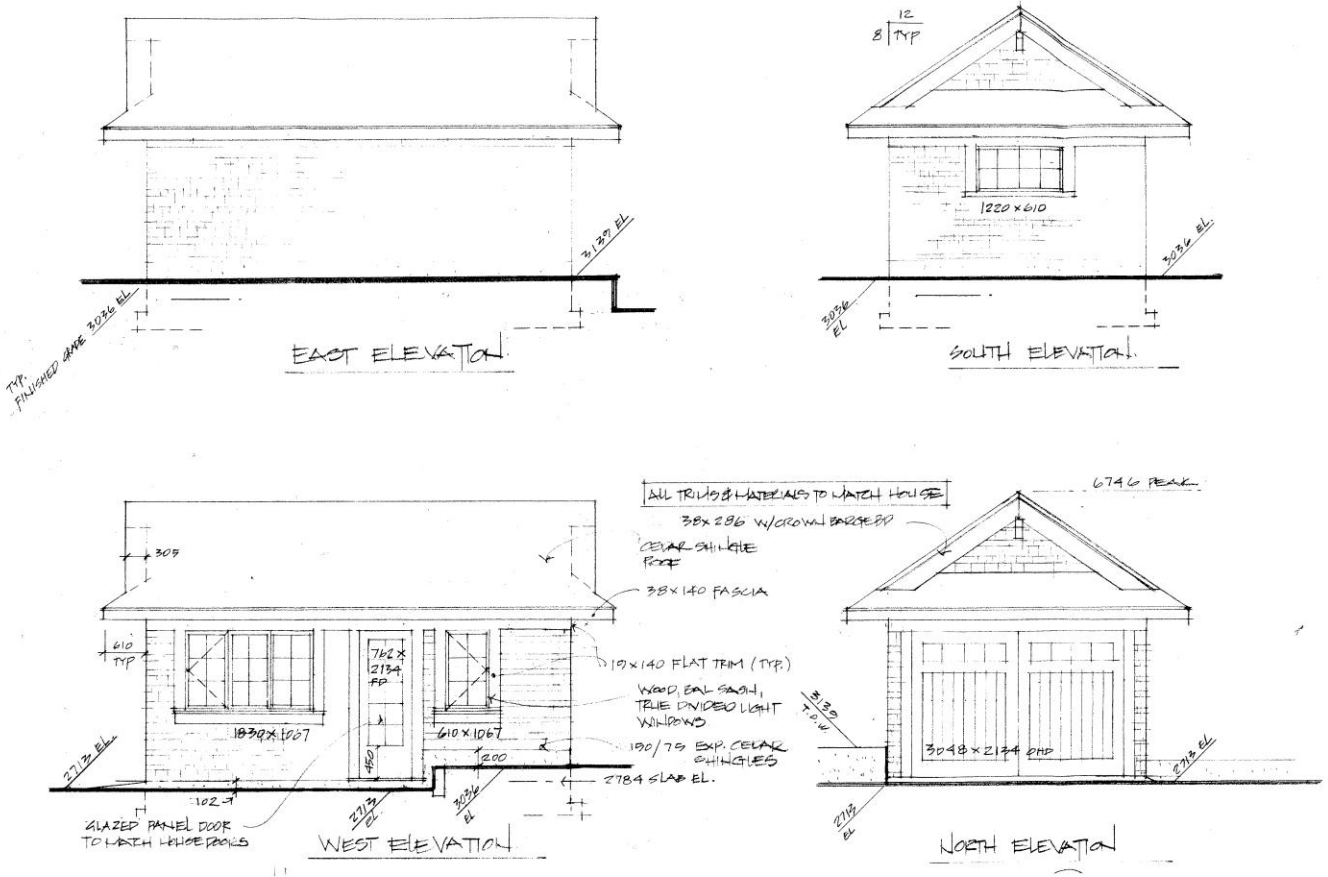
(Note: Terms used in Schedule "A" of this Agreement that are italicized are defined in Surrey Zoning By-law, 1993, No. 12000, as amended, and shall take their meaning from the by-law.)

Attachments to Schedule "A" Conservation Plan  
Drawing No. 7906 - 0364 - 00 (A)

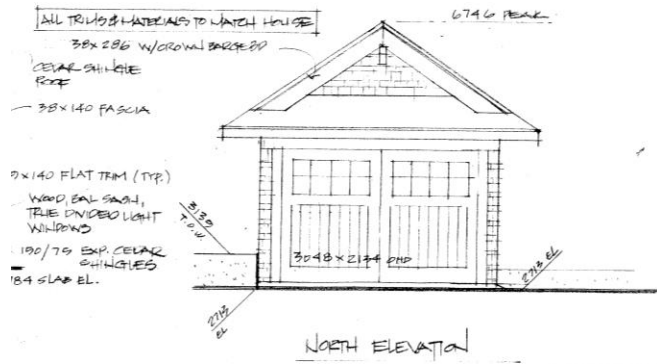


Site Plan Showing Location of Proposed Single Car Detached Garage

**Attachments to Schedule "A" Conservation Plan  
Drawing No. 7906 - 0364 - 00 (B)**



**Elevations of Proposed Single Car Detached Garage**



**Double-row Window Panes (Preferred Alternative)**

## SCHEDULE "B"

### PROVISIONS TO VARY AND SUPPLEMENT CITY BY-LAWS

- (1) City of Surrey Zoning By-law, 1993, No. 12000, as amended, is varied or supplemented with respect to the Lands as follows:
  - (1) In Part 16 Single Family Residential Zone (RF), Section D. Density, Sub-section 2 is varied by deleting clause (b) and replacing it by the following:

"(b) For *building* construction within a *lot*, the *floor area ratio* (FAR) shall not exceed 0.57, and the maximum allowable floor area shall not exceed 313 square meters (3,365 sq. ft.)."
  - (2) In Part 16 Single Family Residential Zone (RF), Section F Yards and Setbacks, the *side yard* setback for a *use* that is a *principal building* is varied by deleting "1.8 m. \*\* [6.0 ft.]" and replacing it by the following:

"0.9 m. [3.0 ft.] for the *side yard* on the south and 3.93 m. [12.9 ft.] for the *side yard* on the north."
  - (3) In Part 16 Single Family Residential Zone (RF), Section F Yards and Setbacks, the footnote "\*\*\*The *side yard* may be reduced to not less than 1.2 metres [4 ft.] provided that the opposite *side yard* on the *lot* is at least 2.4 metres [8 ft.]" is deleted.

(Note: Terms used in Schedule "B" 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



**SURREY'S HERITAGE EVALUATION WORKSHEET**

Address	2590 O'Hara Lane
Local Area	Crescent Beach
Building / Natural Feature	Willard Kitchen House
Construction Date	c. 1920
Current Owner / Applicant	Barbara G. Armstrong
Evaluated By	Hugh McLean
Inspection Date	September 1997

**SECTION 1 - HISTORY (If Known)**

Excellent = 9-10 Very Good = 7-8 Good = 5-6 Fair = 3-4 Poor = 1-2

<p><b>Historical Context / Association with Events/People:</b>          Alexander Annandale was the first to settle near present day Crescent Beach, arriving in 1864. He was followed in 1868 by Walter Blackie, the beach being called Blackie's Spit, as it fronted his homestead. After a road was built providing wagon access to the beach, it became a popular site for Victoria and Dominion Day picnics. This was to the chagrin of Blackie who on at least one occasion attempted to prevent access. When the Great Northern Railway coastal route was completed in 1909, the area was much easier to access, and Crescent Beach was the only part of the route where the tracks did not follow the shoreline. William Shelly of Vancouver (after whom the Shelly Building in Vancouver was named) organized a syndicate to develop the shoreline for an exclusive summer resort community, complete with restrictive covenants and gated road access. By 1912, four trains passed daily, and wealthy Vancouver and New Westminster residents were building summer homes. Captain Williams, who had previously operated a post office from his home on the hill above the beach, established a hotel with a store and a post office.</p> <p>This property was originally owned by Walter Blackie. It was part of a larger land holding which was held in trust by Beecher and Flummerfelt, Estate Trustees of Vancouver, and later sold to the development company, F.J. Jart Ltd., also of Vancouver. The property was then purchased by Henry Alfred Eastman who belonged to a syndicate of New Westminster men who were purchasing property in Crescent with the intention of developing it as a summer resort. Henry Eastman was a notary public whose business was located in the Anniedale block in New Westminster.</p> <p><b>Cultural Association / Community Importance:</b>          This house represents the start of development of Crescent Beach as a seaside resort.</p>	7 / 10
<p><b>Ownership / Construction History:</b>          Henry Eastman 1914-1915, Edna Sarah Eastman 1915-1916, Willard Kitchen 1916-1939, Agnes Mary Kitchen and Ellen Hazel Fleming and Gladys Jardine 1939-1967, Barbara Gilmour Armstrong, 1967-present.</p> <p><b>Designer / Builder (If Known):</b>          Not known.</p>	5 / 10

## SECTION 2 - SITE AND CONTEXT EVALUATION

Excellent = 7-8 Very Good = 5-6 Good = 3-4 Fair = 1-2 Poor = 0

<p><b>Landmark Value:</b> The house is prominently located along the Crescent Beach waterfront. Although its address is on O'Hara Lane, it fronts the beach. The abundance of vegetation means that the sides are not as easy to see as the front and rear.</p>	6 / 8
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Excellent = 4 Very Good = 3 Good = 2 Fair = 1 Poor = 0

<p><b>Context / Streetscape:</b> The "streetscape" of this site is the walkway along the beach. It is a very attractive setting, busy in summer and peaceful and serene in the off-season. The beach and waterfront is a very attractive setting, and there is an abundance of trees and other vegetation all along the waterfront properties.</p>	4 / 4
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<p><b>Setting / Site Description and Features:</b> The property is attractive and well maintained. There are large trees on either side that frame the house and a low hedge separates the property from the walkway and beach.</p>	4 / 4
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<p><b>Environmental Value:</b> Much of what contributes to the environmental value of the site is the trees and yard. It offers a limited setting for birds and small wildlife. The true environmental value is in the surrounding beach and open space.</p>	2 / 4
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## SECTION 3 - ARCHITECTURAL EVALUATION

Excellent = 9-10 Very Good = 7-8 Good = 5-6 Fair = 3-4 Poor = 1-2

<b>Stylistic Influence:</b> Craftsman Bungalow
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<p><b>Design Features:</b> <i>Exterior (Cladding, Trim, etc.):</i> The massing is front gabled with loft side cross gable, shed roof entry stair and cantilevered square bay on north side, full width shed roof front porch. The house is covered in wood shingle cladding. <i>Windows - Type, Assembly:</i> Ribbon windows, some are paired <i>Roof Type, Material:</i> Gable roof with cedar shingles.</p>	8 / 10
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<p><b>Unique Details or Design Elements:</b> <i>Exterior:</i> Shingles on the upper half storey flare out every four courses (with the exception of the first row which is set as three courses) with a quarter round moulding underneath. A horizontal board separates the floors. Shingles on main floor are alternately wide and narrow, exposed beams made up of three joists protrude into the gable with the middle joist recessed, all with bevelled corners. Open rake and open eaves, exposed rafters, square porch posts with curved knee braces, French doors on main porch. Garage is set into basement at rear. <i>Interior:</i> Not assessed.</p>	9 / 10
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## SECTION 4 - PHYSICAL ASSESSMENT

Excellent = 9-10 Very Good = 7-8 Good = 5-6 Fair = 3-4 Poor = 1-2

<b>Architectural Integrity:</b> <i>Exterior:</i> The integrity of this house is entirely intact. <i>Interior (Where Applicable):</i> Not assessed.	10 /10
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Excellent = 5 Very Good = 4 Good = 3 Fair = 1-2 Poor = 0

<b>Architectural Condition:</b> <i>Foundation / Structure:</i> The concrete foundation and the wood frame structure appear to be in excellent condition.	5 /5
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Excellent = 5 Very Good = 4 Good = 3 Fair = 1-2 Poor = 0

<b>Additions / Alterations:</b> No additions appear to have been made, and it is difficult to assess whether any alterations have been made.	N/A
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## SECTION 5 - USABILITY

Excellent = 9-10 Very Good = 7-8 Good = 5-6 Fair = 3-4 Poor = 1-2

<b>Compatibility With Context:</b> The house is totally compatible with the surrounding single family lots.	10 /10
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<b>Potential for Use / Future Use (If Known):</b> This is a large house on an average size lot, therefore, this house does not face redevelopment pressure for economic reasons (i.e. the need for more floor area). The potential for this house being maintained as a single family dwelling is excellent.	10 /10
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## SECTION 6 - OVERALL HERITAGE SIGNIFICANCE

<b>Summary and Recommendations:</b> The significance of this house is primarily architectural. Recommended for addition to Heritage Register.  Note: For documentation purposes, and for the purpose of the Heritage Register, the name of this house has been changed from the one in <i>Surrey's Heritage</i> . Instead of calling it "Henry Eastman House", the name is now "Willard Kitchen House". The rationale for this change is that, according to the owner, Barbara Armstrong, the house was built around 1920. (This information was presented at the Heritage Register Open House, November 1997.) The architectural style of the house also suggests a date closer to 1920, rather than 1913 as suggested in <i>Surrey's Heritage</i> . Furthermore, the property was flipped several times between 1913 and 1916, and the builder of a cottage would most likely not stay for only one year. Willard Kitchen owned the property from 1916 to 1939. This duration of ownership suggests that the house was built for him, most likely shortly after he acquired the property.
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<b>Documentation and Reference Material:</b> Surrey's Heritage, Volume 2; Site visit and photographs.
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**TOTAL: 80/95<sup>1</sup>**  
or 84%