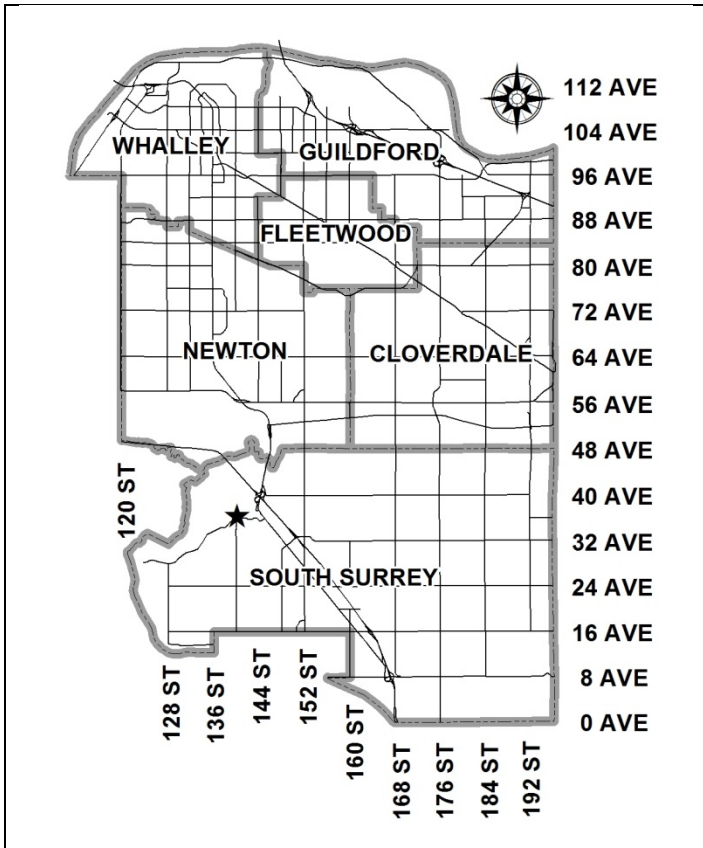


City of Surrey
PLANNING & DEVELOPMENT REPORT

File: 7916-0035-00

Planning Report Date: November 6, 2017



PROPOSAL:

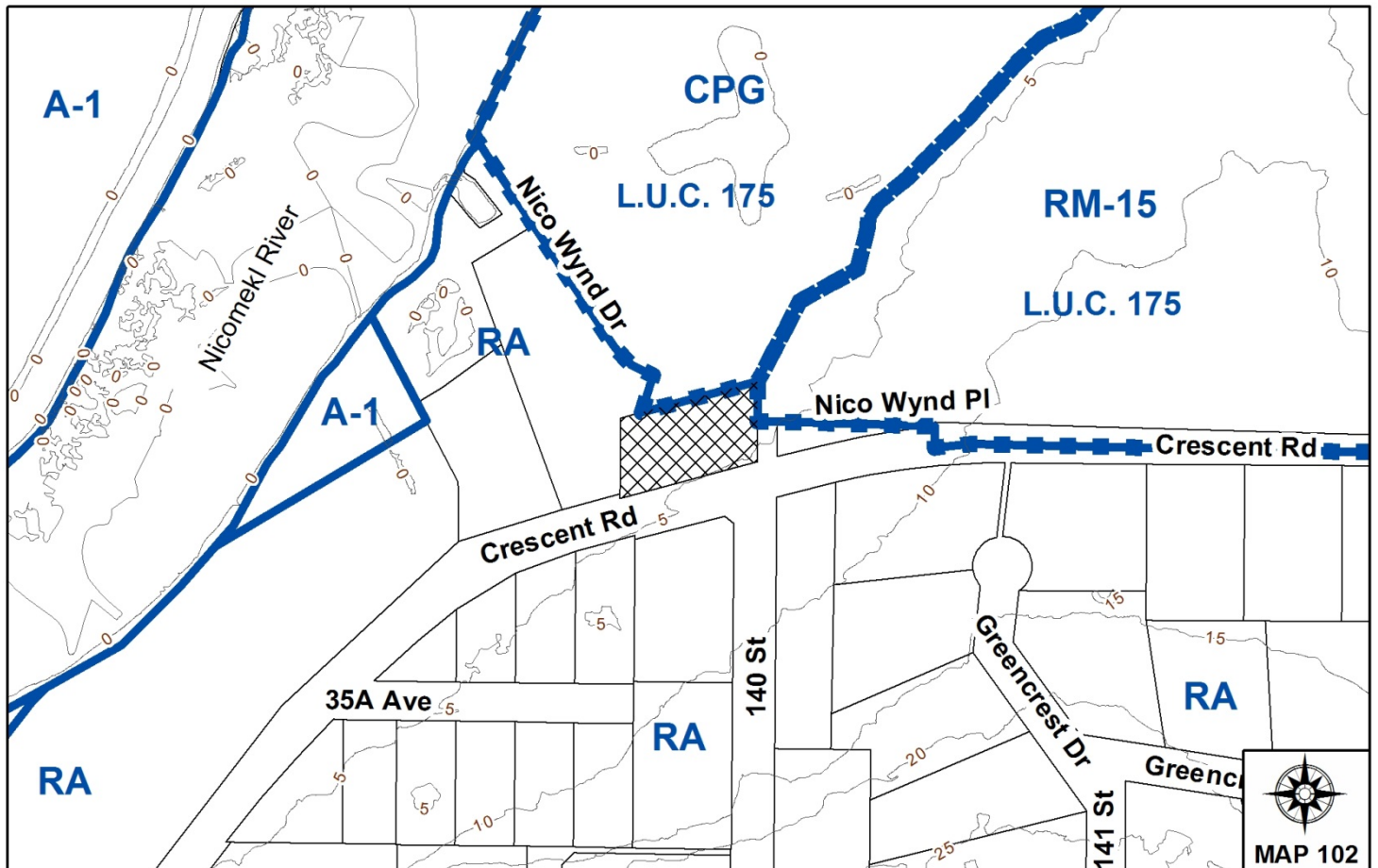
- OCP Amendment from Suburban to Urban
- Rezoning from RA to RF-13
- Development Permit
- Heritage Revitalization Agreement
- Development Variance Permit

to allow subdivision into four (4) single family small lots and to preserve the Lee House on proposed Lot 1.

LOCATION: 13991 - Crescent Road
 (13971 - Crescent Road)

ZONING: RA

OCP DESIGNATION: Suburban



RECOMMENDATION SUMMARY

- By-law Introduction and set date for Public Hearing for:
 - OCP Amendment; and
 - Rezoning
- Approval for Development Variance Permit to proceed to Public Notification.
- By-law Introduction for Heritage Revitalization Agreement to protect the Lee House.

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- Requires an OCP amendment to amend the land use designation from Suburban to Urban.
- Setback variances are sought for the purposes of tree preservation on proposed Lots 3 and 4.
- Does not comply with the DP2 Hazard Lands Design Guidelines which indicates that subdivisions are not permitted within flood prone areas of the City, or with City Policy No. O-55 (Development within the Nicomekl and Serpentine River Floodplains) which indicates that development proposals within the floodplain will not be supported unless they comply with existing zoning or local area / neighbourhood plan designations.

RATIONALE OF RECOMMENDATION

- The proposed Heritage Revitalization Agreement (HRA) will protect the historic Lee House on proposed Lot 1. The Lee House is a modest one-storey wood-frame single family residence constructed circa 1926, and is a rare remaining example of smaller cottage style houses in the area, as many have been demolished and replaced with larger dwellings.
- The applicant has consulted extensively with the residents of the Nico Wynd Strata, on the east side of Nico Wynd Drive / 140 Street. The Nico Wynd Strata supports the proposed development as it will allow for the widening of Nico Wynd Drive / 140 Street. The applicant has negotiated a statutory right-of-way on a portion of Nico Wynd Drive which will enable full road construction along the east side of the subject site. As a result, the Crescent Road and 140 Street intersection will have improved safety and sight lines.
- The applicant proposes to retain the majority of the trees along Crescent Road, within the front yard of proposed lots and within the Crescent Road boulevard. The retention of these trees is critical to preserving the character of heritage-designated Crescent Road, for which the prominence of indigenous species trees is a defining element of the character of the road.
- The site is at the edge of the 200-year floodplain of the Nicomekl River. A portion of the proposed new homes on proposed lots 2 to 4 are located within the floodplain. However, the minimum building elevation on all proposed homes will meet or exceed the minimum floodplain elevation of 3.3 metres (11 ft.). No fill is required in order to achieve the minimum building elevation. If it were not for trees proposed for retention along Crescent Road, the homes could be moved closer to the street and further from the floodplain.

RECOMMENDATION

The Planning & Development Department recommends that:

1. a By-law be introduced to amend the OCP by redesignating the subject site in Development Application No. 7916-0035-00 from Suburban to Urban and a date for Public Hearing be set.
2. Council determine the opportunities for consultation with persons, organizations and authorities that are considered to be affected by the proposed amendment to the Official Community Plan, as described in the Report, to be appropriate to meet the requirement of Section 475 of the Local Government Act.
3. a By-law be introduced to rezone the subject site from "One Acre Residential Zone (RA)" to "Single Family Residential (13) Zone (RF-13)" and a date be set for Public Hearing.
4. a By-law be introduced to allow the property owner and the City of Surrey to enter into a Heritage Revitalization Agreement to allow for the restoration and maintenance of the Lee House at 13971 - Crescent Road, on proposed Lot 1 (Appendix X).
5. Council authorize staff to draft Hazard Lands (Flood Prone) Development Permit No. 7916-0035-00.
6. Council approve Development Variance Permit No. 7916-0035-00 (Appendix IX) varying the following, to proceed to Public Notification:
 - (a) to reduce the minimum rear yard setback on Lot 3 of the RF-13 Zone from 7.5 metres (25 ft.) to 4.0 metres (13 ft.) for the principal building and 2.1 metres (7 ft.) for an unenclosed deck with a maximum area of 14 square metres (150 sq. ft.), provided that the setback to the garage is a minimum of 6 metres (20 ft.);
 - (b) to reduce the minimum rear yard setback on Lot 4 of the RF-13 Zone from 7.5 metres (25 ft.) to 3.5 metres (11.5 ft.) for the principal building and 1.8 metres (6 ft.) for an unenclosed deck with a maximum area of 14 square metres (150 sq. ft.), provided that the setback to the garage is a minimum of 6 metres (20 ft.); and
 - (c) to reduce the minimum side yard setback on Lot 4 of the RF-13 Zone from 2.4 metres (8 ft.) to 1.5 metres (5 ft.).
7. Council instruct staff to resolve the following issues prior to final adoption:
 - (a) ensure that all engineering requirements and issues including restrictive covenants, dedications, and rights-of-way where necessary, are addressed to the satisfaction of the General Manager, Engineering;
 - (b) submission of a subdivision layout to the satisfaction of the Approving Officer;
 - (c) submission of a finalized tree survey and a statement regarding tree preservation to the satisfaction of the City Landscape Architect;

- (d) demolition of existing buildings and structures to the satisfaction of the Planning and Development Department;
- (e) provision of a community benefit to satisfy the OCP Amendment policy for OCP Amendment applications;
- (f) the applicant satisfy the deficiency in tree replacement on the site, to the satisfaction of the Planning and Development Department;
- (g) registration of a Section 219 Restrictive Covenant for tree preservation on all proposed lots;
- (h) registration of a Section 219 Restrictive Covenant to require engineered foundations for new home construction and to indemnify the City against possible damages as a result of flooding; and
- (i) completion of a Heritage Alteration Permit for tree removal and any works required along Crescent Road.

REFERRALS

Engineering:	The Engineering Department has no objection to the project [subject to the completion of Engineering servicing requirements] as outlined in Appendix III.
School District:	<p>Projected number of students from this development:</p> <p>1 Elementary students at Chantrell Creek Elementary School 1 Secondary students at Elgin Park Secondary School</p> <p>(Appendix IV)</p> <p>The applicant has advised that the dwelling units in this project are expected to be constructed and ready for occupancy by Spring 2019.</p>
Parks, Recreation & Culture:	No concerns.
Heritage Advisory Commission (HAC):	At the September 20, 2017 SHAC meeting, no concerns were raised and support was given for the proposed Heritage Revitalization Agreement (Appendix X).

SITE CHARACTERISTICS

Existing Land Use: On the western portion of the subject site is the historic Lee House which is proposed to be retained in the existing location. The eastern portion of the subject site contains a second dwelling which is proposed to be demolished.

Adjacent Area:

Direction	Existing Use	OCP/LAP Designation	Existing Zone
North:	Nico Wynd Golf Course and Estates	Suburban	LUC 175 (Development Application No. 7917-0222-00 is in process to terminate the LUC)
East:	Nico Wynd Golf Course and Estates	Suburban and Multiple Residential	LUC 175 (Development Application No. 7917-0222-00 is in process to terminate the LUC)
South (Across Crescent Road):	Acreage single family	Suburban/One Acre	RA
West:	Heritage protected replica Daniel Johnson House and accessory buildings	Suburban	RA

JUSTIFICATION FOR PLAN AMENDMENT

- The applicant is proposing an amendment to the Official Community Plan (OCP) to amend the land use designation from "Suburban" to "Urban".
- The proposed Heritage Revitalization Agreement (HRA) will protect the historic Lee House on proposed Lot 1. The Lee House is a modest one-storey wood-frame single family residence constructed circa 1926, and is a rare remaining example of smaller cottage style houses in the area, as many have been demolished and replaced with larger dwellings.
- The applicant has consulted extensively with the residents of the Nico Wynd Strata, on the east side of Nico Wynd Drive / 140 Street. The Nico Wynd Strata supports the proposed development as it will allow for the widening of Nico Wynd Drive / 140 Street. The applicant has negotiated a statutory right-of-way on a portion of Nico Wynd Drive which will enable full road construction along the east side of the subject site. As a result, the Crescent Road and 140 Street intersection will have improved safety and sight lines.
- A traffic signal at the Crescent Road and 140 Street intersection is planned for in the City's 10-Year Servicing Plan (2017-2026). The road works proposed as part of this development application will assist in facilitating the construction of this traffic signal in the future.
- The applicant proposes to retain the majority of the trees along Crescent Road, within the front yard of proposed lots and within the Crescent Road boulevard. The retention of these trees is critical to preserving the character of heritage-designated Crescent Road, for which the prominence of indigenous species trees is a defining element of the character of the road.

- In support of the proposed OCP amendment, the applicant is proposing a Community Benefit in accordance with the provision identified in the OCP. The applicant has agreed to a contribution in the amount of \$13,500, or \$4,500 per new lot created.

DEVELOPMENT CONSIDERATIONS

Background

- The subject property is located on the north side of Crescent Road, west of Nico Wynd Drive. This 0.29 hectare (0.79 acre) site is zoned "One-Acre Residential Zone (RA)" and designated "Suburban" in the Official Community Plan (OCP).
- The historic Lee House is located on the subject site. It is a one-storey wood-frame dwelling featuring Craftsman design elements. The house was constructed by the original owner, John Lee, shortly after he purchased the property from John Stewart in 1926. The house has been on Surrey's Community Heritage Register since 2000.
- The subject site is adjacent to the Nico Wynd Golf Course and Estates on the north and east sides. To the west of the site is the heritage protected replica Daniel Johnson House (HRA By-law, 2000, No. 14203, Amendment By-law, 2012, No. 17705).
- The subject site fronts onto Crescent Road, which is heritage-designated. Crescent Road is the last remaining example of road work completed by Surrey's pioneer engineers, constructed between 1910 and 1923 following the natural contours of the landscape, connecting Elgin to Crescent Beach. Crescent Road is protected by Heritage Designation By-law, 1983, No. 7716.

Development Proposal

- The applicant proposes to amend the land use designation in the OCP from "Suburban" to "Urban" and rezoning from RA to RF-13 in order to permit subdivision into four (4) single family small lots.
- The Lee House is proposed to be retained in situ on proposed Lot 1, and protected with a Heritage Revitalization Agreement (HRA).
- A portion of the site is located within the 200 year Flood Plain, as defined by the Province of British Columbia. A Hazard Lands (Flood Prone) Development Permit is therefore required. The applicant has demonstrated that all of the proposed homes will meet or exceed the minimum Provincial Flood Construction Level (FCL) of 3.3 metres G.S.C., measured to the top of slab or underside of the floor system.
- In addition to the Development Permit, the applicant will be required to register a Section 219 Restrictive Covenant to indemnify the City against possible damages as a result of flooding, and a Section 219 Restrictive Covenant requiring engineered foundations for all new homes.
- The trees along Crescent Road have been carefully reviewed. The majority of the trees along Crescent Road and within the front yards of the proposed lots are proposed to be retained. In order to increase the trees' chances for survival, an increased tree protection zone for some of

the trees is proposed, as well as a watering program during the summer months over a two (2) year period. A thick layer of mulch will also be required for some of the trees at the time of clearing to retain moisture in the root zone.

- Due to tree retention along Crescent Road, Proposed Lots 3 and 4 will have restricted building envelopes. The applicant has provided “lot prove-outs” for these lots to demonstrate that adequately sized homes can still be built on these lots, with setback variances (see By-law Variance and Justification section).
- A Heritage Alteration Permit (HAP) is required for tree removal and any other works that are required along Crescent Road to service the proposed development. The HAP can be issued by the General Manager, Planning & Development and is required to be completed prior to Final Adoption.

Background on the Lee House and Proposed Heritage Revitalization Agreement (HRA)

- The historic Lee House is located on the western side of the subject site. The house is characterized by its rural residential form, scale and massing. It was originally evaluated in July 1999 and received a score of 78% as “well maintained and in good condition”. In August 2015, the house was re-evaluated at the owner’s request. The house appears to have worsened since the evaluation was originally completed. The house was described as being in fair condition.
- The Lee House is situated within an enclave of historic properties along Crescent Road. It is a modest one-storey wood-frame single family residence constructed circa 1926 in a Craftsman-inspired style. It is an example of early cottage settlement on Crescent Road. It is significant for its modest Craftsman inspired architecture, including the use of multi-paned double hung wood windows, triangular eave brackets and twin-coursed shingles. There are few remaining examples of smaller cottage style houses in the area, as many have been demolished and replaced with larger dwellings.
- The applicant proposes to rehabilitate and restore the Lee House, retain the dwelling in situ, and protect it with an HRA. The HRA By-law is attached as Appendix X. The HRA contains a detailed conservation plan that outlines the changes that can be made to elements including the roof and chimney, front porch, windows, siding and trim, and front door and colour schedule.
- At the September 20, 2017 Surrey Heritage Advisory Commission (SHAC) meeting, the SHAC recommended that the proposed HRA be forwarded to Council for consideration (Appendix V).
- One (1) variance is required on proposed Lot 1, to reduce the minimum rear yard setback from 7.5 metres (25 ft.) to 1 metre (3 ft.) to allow for the construction of a carport in the rear yard.
- To ensure future owners are aware of the HRA after the Heritage Revitalization Agreement By-law is approved by Council, a notice (not the by-law) will be registered on the title of proposed Lot 1 in the Land Title Office.

Hazard Lands (Flood Prone) Development Permit

- A portion of the subject site is located within the 200-year floodplain of the Nicomekl River. Therefore, a Hazard Lands Development Permit is required.
- The OCP DP2 Hazard Lands Guidelines indicate that subdivisions are not permitted within flood prone areas of the City. A portion of the proposed new homes on proposed lots 2 to 4 are located within the floodplain. However, the minimum building elevation on all proposed homes will meet or exceed the minimum floodplain elevation of 3.3 metres (11 ft.). No fill is required in order to achieve the minimum building elevation. If it were not for trees proposed for retention along Crescent Road, the homes could be moved closer to the street and further from the floodplain.
- Given the benefits of the proposal, including the protection of the historic Lee House through the HRA, and the improvements to the Crescent Road and 140 Street intersection, staff feel that the proposed development has merit notwithstanding its location at the edge of the floodplain.
- Engineered foundations are proposed for all proposed new homes in order to provide for additional safeguarding against flooding.

Proposed Subdivision Layout

- The applicant proposes a four-lot single family small lot subdivision with all lots fronting Crescent Road (Appendix II). All lots will have access provided by a rear lane.
- Rear yard setback variances are proposed on proposed Lots 3 and 4 to allow for tree preservation in the front yards of these proposed lots. The variances are discussed in more detail in the "By-law Variance and Justification" section of this report.

Lot Grading and Building Design

- A preliminary lot grading plan submitted by the applicant's consultant has been reviewed by staff and found to be generally acceptable. Because the site is partially located within the floodplain, basements are not permitted.
- The applicant has retained Andy Igel, Architect, of Aplin Martin Consultants Ltd., as the Design Consultant. The Design Consultant conducted a character study of the surrounding homes and based on the findings of the study, proposed a set of building design guidelines (Appendix VI). The guidelines will facilitate neo-traditional, neo-heritage, craftsman heritage or rural heritage style homes.

PRE-NOTIFICATION

- The first pre-notification mail-out for this project was sent on March 9, 2016. At this time, the applicant was proposing five (5) single family small lots on the subject site, including the retention of the Lee House on one of the proposed lots.

- Seven (7) responses were received in response to the March 9, 2016 pre-notification letter. Two (2) respondents indicated opposition to the proposal, indicating that the proposal is out of character with the existing neighbourhood. Additional responses were received from the Nico Wynd Estates Strata and individual residents, indicating concerns regarding the safety of the intersection of Crescent Road and 140 Street, drainage concerns, trees and landscaping concerns, and construction concerns.
- The applicant subsequently held a Public Information Meeting (PIM) at Elgin Hall (14250 - Crescent Road) on April 25, 2016. According to the applicant, an estimated 30 people attended the meeting, including 23 who signed the sign-in sheet and 7 who were counted but did not sign in. Two (2) comment sheets were collected at the meeting, two (2) were sent to the applicant's consultant after the meeting, and one (1) Strata Council letter was sent prior to the PIM. The comments were with regard to traffic and safety, tree preservation, number of lots created, and drainage.
- In July 2016, the applicant revised the proposal to propose four (4) single family small lots instead of five (5).
- The applicant consulted directly with the Nico Wynd Strata between September 2016 and May 2017 to resolve their concerns and gain their support for the proposal. Numerous meetings were held and correspondence exchanged over this period, with the discussions mainly around the proposed 140 Street / intersection design, statutory right-of-way over a portion of the Nico Wynd Drive for road improvements. The applicant also clarified their proposed drainage strategy.
- On May 25, 2017, the Nico Wynd Strata provided a letter indicating that as a result of the discussions with the applicant, the majority of owners have agreed to the proposed development, and the statutory right-of-way required over a portion of Nico Wynd Drive.
- Revised pre-notification letters were mailed out on June 12, 2017. In response, one (1) response was received in support for the proposed development, and one (1) response in opposition. The supportive respondent indicated that the property is currently in disrepair, appears abandoned and has attracted unwanted guests and break-ins, and that the proposed development will improve the area. The opposing respondent indicated that the proposed development is out of context with the neighbourhood character and heritage-designated Crescent Road.

PUBLIC CONSULTATION PROCESS FOR OCP AMENDMENT

Pursuant to Section 475 of the Local Government Act, it was determined that it was not necessary to consult with any persons, organizations or authorities with respect to the proposed OCP amendment, other than those contacted as part of the pre-notification process.

TREES

- Monica Ardiel, ISA Certified Arborist of Mike Fadum and Associates prepared an Arborist Assessment for the subject property. The table below provides a summary of the tree retention and removal by tree species:

Table 1: Summary of Tree Preservation by Tree Species:

Tree Species	Existing	Remove	Retain
Deciduous Trees			
Apple	2	1	1
Crabapple	1	1	0
Walnut	1	1	0
Bigleaf Maple	5	3	2
Horse Chestnut	3	2	1
Norway Maple	2	0	2
Sumac	2	0	2
Coniferous Trees			
Douglas Fir	2	2	0
Western Redcedar	12	8	4
Total	30	18	12
Total Replacement Trees Proposed (excluding Boulevard Street Trees)		11	
Total Retained and Replacement Trees		23	
Contribution to the Green City Fund		\$10,000	

- The Arborist Assessment states that there are a total of 30 protected trees on the site. There are no Alder or Cottonwood trees on the site. It was determined that 12 on-site trees can be retained as part of this development proposal. The proposed tree retention was assessed taking into consideration the location of services, building footprints, road dedication and proposed lot grading.
- The trees along Crescent Road have been carefully reviewed. The majority of the trees along Crescent Road and within the front yards of the proposed lots are proposed to be retained. In order to increase the trees' chances for survival, an increased tree protection zone for some of the trees is proposed, as well as a watering program during the summer months over a two (2) year period. A thick layer of mulch will also be required for some of the trees at the time of clearing to retain moisture in the root zone.
- There are two (2) Horse Chestnut trees along Crescent Road fronting proposed Lot 1 which are in very poor condition and are falling apart. These trees are proposed to be removed. A Heritage Alteration Permit (HAP) is required for their removal.
- The rear yard setbacks of proposed Lots 3 and 4 needs to be reduced in order to maximize tree preservation on the site (see By-law Variance section). A No-Build restrictive covenant will be required to identify the tree preservation areas.
- For those trees that cannot be retained, the applicant will be required to plant trees on a 2 to 1 replacement ratio. This will require a total of 36 replacement trees on the site. Since only 11

replacement trees can be accommodated on the site, the deficit of 25 replacement trees will require a cash-in-lieu payment of \$10,000, representing \$400 per tree, to the Green City Fund, in accordance with the City's Tree Protection By-law.

- In summary, a total of 23 trees are proposed to be retained or replaced on the site with a contribution of \$10,000 to the Green City Fund.

SUSTAINABLE DEVELOPMENT CHECKLIST

The applicant prepared and submitted a sustainable development checklist for the subject site on October 26, 2017. The table below summarizes the applicable development features of the proposal based on the seven (7) criteria listed in the Surrey Sustainable Development Checklist.

Sustainability Criteria	Sustainable Development Features Summary
1. Site Context & Location (A1-A2)	<ul style="list-style-type: none"> • The site is located in a suburban area along Crescent Road. An OCP amendment to amend the land use designation from Suburban to Urban is required.
2. Density & Diversity (B1-B7)	<ul style="list-style-type: none"> • The development contains units of varying sizes for a variety of household types. • The historic Lee House is proposed to be retained and protected with an HRA on proposed Lot 1.
3. Ecology & Stewardship (C1-C4)	<ul style="list-style-type: none"> • The development incorporates Low Impact Development Standards, including absorbent soils, roof downspout disconnection, on-lot infiltration trenches or sub-surface chamber and permeable pavement/surfaces. • 420 cubic meters per hectare of detention/infiltration with a release rate of 2 L/s/ha per the Ocean Bluff Chantrell Creek ISMP will be provided. • 40% of the existing mature trees on the site are proposed to be retained. • Composting, recycling and organic waste pickup will be made available.
4. Sustainable Transport & Mobility (D1-D2)	<ul style="list-style-type: none"> • The site is located on a transit route. There is a bus stop within approximately 25 metres (80 ft.) of the subject site.
5. Accessibility & Safety (E1-E3)	<ul style="list-style-type: none"> • N/A
6. Green Certification (F1)	<ul style="list-style-type: none"> • N/A
7. Education & Awareness (G1-G4)	<ul style="list-style-type: none"> • A Public Information Meeting (PIM) was held on April 25, 2016. Extensive consultation with immediately adjacent neighbours to the west and east/north.

BY-LAW VARIANCE AND JUSTIFICATION

(a) Requested Variances:

- On proposed Lot 3, the minimum rear yard setback is reduced from 7.5 metres (25 ft.) to 4 metres (13 ft.) for the principal building and 2.1 metres (7 ft.) for an unenclosed deck with a maximum area of 14 square metres (150 sq. ft.), provided that the setback to the garage is a minimum of 6 metres (20 ft.);
- On proposed Lot 4, the minimum rear yard setback is reduced from 7.5 metres (25 ft.) to 3.5 metres (11.5 ft.) for the principal building and 1.8 metres (6 ft.) for an unenclosed deck with a maximum area of 14 square metres (150 sq. ft.), provided that the setback to the garage is a minimum of 6 metres (20 ft.); and
- On proposed Lot 4, the minimum side yard on flanking street setback is reduced from 2.4 metres (8 ft.) to 1.5 metres (5 ft.).

Comments:

- The proposed variances will facilitate tree preservation within the front yards of proposed Lots 3 and 4 and the Crescent Road boulevard. This retention is important to the heritage character of Crescent Road.

INFORMATION ATTACHED TO THIS REPORT

The following information is attached to this Report:

Appendix I.	Lot Owners and Action Summary (Confidential) and Project Data Sheets
Appendix II.	Proposed Subdivision Layout
Appendix III.	Engineering Summary
Appendix IV.	School District Comments
Appendix V.	Surrey Heritage Advisory Commission Minutes
Appendix VI.	Building Design Guidelines Summary
Appendix VII.	Summary of Tree Survey and Tree Preservation
Appendix VIII.	OCP Redesignation Map
Appendix IX.	Development Variance Permit No. 7916-0035-00
Appendix X.	Heritage Revitalization Agreement By-law (includes Conservation Plan)

original signed by Ron Hintsche

Jean Lamontagne
General Manager
Planning and Development

APPENDIX I HAS BEEN
REMOVED AS IT CONTAINS
CONFIDENTIAL INFORMATION

SUBDIVISION DATA SHEET

Proposed Zoning: RF-13

Requires Project Data	Proposed
GROSS SITE AREA	
Acres	0.72
Hectares	0.29
NUMBER OF LOTS	
Existing	1
Proposed	4
SIZE OF LOTS	
Range of lot widths (metres)	14.7 m – 16.2 m
Range of lot areas (square metres)	410 m ² – 525 m ²
DENSITY	
Lots/Hectare & Lots/Acre (Gross)	13.8 uph / 5.6 upa
Lots/Hectare & Lots/Acre (Net)	22.2 uph / 9.1 upa
SITE COVERAGE (in % of gross site area)	
Maximum Coverage of Principal & Accessory Building	50%
Estimated Road, Lane & Driveway Coverage	15%
Total Site Coverage	65%
PARKLAND	N/A (CIL)
Area (square metres)	
% of Gross Site	
	Required
PARKLAND	
5% money in lieu	YES
TREE SURVEY/ASSESSMENT	YES
MODEL BUILDING SCHEME	YES
HERITAGE SITE Retention	YES
FRASER HEALTH Approval	NO
DEV. VARIANCE PERMIT required	
Road Length/Standards	NO
Works and Services	NO
Building Retention	NO
Others	YES – Setbacks

Brass Bound Ventures Ltd.
Residential Subdivision
13991 Crescent Rd. Surrey, BC

CONCEPT
- RF-13 Zoning -



- Site Boundary
- Building Envelope
- Road Right-of-Way Dedication (1165.7 m² approximately)
- Tree Root Protection Zone
+1.5m Excavation Buffer Zone
- Visual Buffer
- Development Variance Permit Area
- Area above 3.3m Flood Plain Limit

LEGAL DESCRIPTION
District Lot 158 Plan 6204
NWD & Parcel F(Ref PL 6204) DL 157
PID: 013-029-266

GROSS SITE AREA
0.29 hectares / 0.72 acres
NET SITE AREA
0.18 hectares / 0.44 acres
(excludes 1165.7m² for road Right-of-Way dedication)

EXISTING DESIGNATIONS
Zoning: RA
NCP: N/A
OCP: Suburban
PROPOSED DESIGNATIONS
Zoning: RF-13
NCP: N/A
OCP: Urban

LOT YIELD
Existing Number of Lots: 1
Proposed Number of Lots: 4
DENSITY
Gross: 13.8 uph / 5.6 upa
Net: 22.2 uph / 9.1 upa

NOTE: Conceptual layout only, subject to change without notice. Property of Aplin & Martin Consultants Ltd. and not to be reproduced or used without written permission by the Company.
M:\2015\15-07\ARCHITECTURAL BUSINESS GROUP\15-574 Concept RF-13 - ARCH 2017-10-12 UPDATED SURVEY.dwg



Drawing
1

TO: Manager, Area Planning & Development
- South Surrey Division
Planning and Development Department

FROM: Development Services Manager, Engineering Department

DATE: October 31, 2017 **PROJECT FILE:** 7816-0035-00

RE: Engineering Requirements
Location: 13991 Crescent Road

REZONE / SUBDIVISION

Property and Statutory Right-of-Way (SRW) Requirements

- dedicate 3.442 m on Crescent Road for the ultimate 27.0 m special arterial road allowance together with 5.0 by 5.0 metre corner cut at Nico Wynd Drive. Register 0.5 m SRW along property line for service connection features.
- dedicate 9.942 m on Nico Wind Drive for ultimate 20.0 m local road allowance and acquire an offsite SRW from the neighboring Strata lands (Strata Plan NWS1378), for construction of the road
- register 0.5 m SRW along property line on west side of Nico Wind Drive for service connection/sidewalk features
- acquire offsite dedication from 14011 Crescent Road for adequate corner cut and any additional area to be confirmed by the applicant, for construction of Nico Wynd Drive
- dedicate lane and landscape buffer (sections of 5.14, 9.25, 9.69 m), together with 1.0 by 1.0 m corner cut at Nico Wynd Drive. Register 0.5 m SRW along south side for service connection/sidewalk features
- acquire or confirm adequacy of off-site SRW for storm sewer and access corridors

Works and Services

- construct west half of Nico Wynd Drive within the road allowance provided, the east half on the adjacent lands, and residential standard lane
- address traffic movement at the intersection of Crescent Road and Nico Wynd Drive
- construct downstream storm sewer system with all-weather access road
- install onsite stormwater detention and sustainable drainage features
- construct low pressure sanitary sewer within the lane to service the site
- provide service connections to each lot

A Servicing Agreement is required prior to Rezone/Subdivision.

OCP AMENDMENT / HAZARD LAND DEVELOPMENT PERMIT / HERITAGE REVITALIZATION AGREEMENT

There are no engineering requirements relative to the OCP Amendment, Hazard Land Development Permit, and the Heritage Revitalization Agreement beyond those noted above.



Rémi Dubé, P.Eng.
Development Services Manager

KMH

NOTE: Detailed Land Development Engineering Review available on file



Planning October-31-17

THE IMPACT ON SCHOOLS

APPLICATION #: 16 0035 00

SUMMARY

The proposed 4 single family lots are estimated to have the following impact on the following schools:

Projected # of students for this development:

Elementary Students:	1
Secondary Students:	1

September 2017 Enrolment/School Capacity

Chantrell Creek Elementary	
Enrolment (K/1-7):	42 K + 297
Nominal Capacity (K/1-7)	19 K + 326
Elgin Park Secondary	
Enrolment (8-12):	1169
Nominal Capacity (8-12):	1200
Maximum Operating Capacity*(8-12):	1296

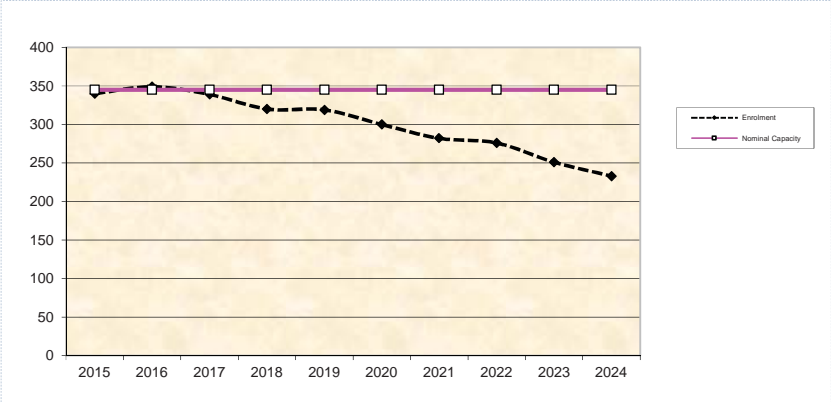
School Enrolment Projections and Planning Update:

The following tables illustrate the enrolment projections (with current/approved ministry capacity) for the elementary and secondary schools serving the proposed development.

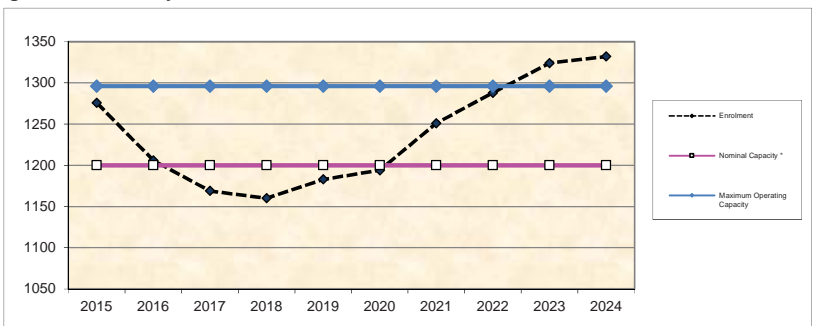
Chantrell Creek Elementary enrollment projections are showing a decline over the next 10 years. As of September 2017, Chantrell Creek's enrollment peaked at 339 and is projected to be 236 by 2024. There are no current plans to expand the existing school.

As of September 2017, Elgin Park Secondary is currently operating at 97% capacity. By 2025, the schools operating capacity is projected to rise to 110%. There are no current plans to expand the existing high school. Possible boundary changes, with Earl Marriott Secondary, may be required in 5 years to manage any enrollment pressure.

Chantrell Creek Elementary



Elgin Park Secondary



* Nominal Capacity is estimated by multiplying the number of enrolling spaces by 25 students. Maximum operating capacity is estimated by multiplying the number of enrolling spaces by 27 students.

D. NEW BUSINESS

Appendix V

1. PLANNING & DEVELOPMENT

(a) Lee House - 13971 Crescent Road - Proposed Heritage Revitalization Agreement

File: 6800-10

Staff summarized the report dated September 8, 2017, regarding the proposed Heritage Revitalization Agreement (HRA) for the Lee House located 13971 Crescent Road.

Staff noted that the proposed Rezoning, Subdivision and Heritage Revitalization Agreement (HRA) was initially introduced and discussed at the SHAC meeting on June 28, 2017. The proposed HRA reflects those discussions.

It was Moved by Commissioner Priddy
Seconded by Commissioner Tannen
That the Surrey Heritage Advisory
Commission (SHAC):

1. Receive this report as information;
2. Review the attached proposed Heritage Revitalization Agreement (HRA) for the Lee House and provide comments to staff; and
3. Recommend to the General Manager, Planning and Development that the HRA for the Lee House be forwarded to Council for consideration.

Carried

(b) Surrey Heritage Group Information Network Meeting

File: N/A (verbal update)

- Staff noted that at the June 28th SHAC meeting, the Commission discussed the possibility of holding a Surrey Heritage Group Information meeting in the Fall of 2017. Since then staff have met internally to discuss the logistics to hold a meeting in 2017. Moving forward staff is requested input from the Commission on a potential Fall meeting date, as well as the format and agenda for the meeting.

The Commission provided the following feedback:

- Collectively the Commission selected November 29th as the preferred date for a meeting. The date falls the week after the November SHAC meeting.

BUILDING GUIDELINES SUMMARY

Project Location: 18782 Highway 10 (56 Avenue)
Design Consultant: Aplin & Martin Consulting Ltd., (Andy Igel)

The draft Building Scheme proposed for this Project has been filed with the City Clerk. The following is a summary of the Residential Character Study and the Design Guidelines which highlight the important features and form the basis of the draft Building Scheme.

1. Residential Character

1.1 General Description of the Existing and/or Emerging Residential Character of the Subject Site:

This area was built out in the late 1940s and early 1950s. The area has been subdivided in the last ten years, with new homes being built. Of the subject properties for context, 14% were built in the 1940s, 43% were built in the 1950s and 43% were built in the 2000s.

A majority of homes in this area have a floor area in the 200 - 400 sq.m. size range. Home size distribution is: 100-199 sq. m. (29%), 200-299 sq.m. (29%), 300 - 399 sq.m. (14%) and over 400 sq. m. (29%). Styles found in this area include: "Old Urban", "Mid Century", "Neo-Heritage", and "Neo-Traditional". Home types mainly include One Storey (57%) and Two Storey (43%).

Massing scale (front wall exposure) characteristics include: Low mass (57%) and Mid-scale massing (43%) The scale (height) range for front entrance structures include: One storey front entrance (71%), one and a half storey entrance (29%).

The range of roof slopes found in this area is: 2:12 (14%), 4:12 (29%), 6:12 (29%), 10:12 (29%). Main roof forms (largest upper floor truss spans) include: Main common hip roof (43%), and Main common gable roof (57%). Feature roof projection types include: Common Hip (29%), Common Gable (43%), and no roof accent (29%). Roof surfaces include: asphalt shingles (57%), slate shingles (14%), shake shingles (14%) and membrane (14%).

Main wall cladding materials include: Plank (wood/Hardi) cladding (29%), brick (14%), and stucco (57%). Feature wall trim materials used on the front facade include: No feature veneer (43%), Brick feature veneer (14%), shake and stone veneer (14%), and Stone feature veneer (29%). Wall cladding and trim colours include: Neutral (29%), and Natural (71%).

Covered parking configurations include: No garage (14%), single garage (14%), double garage (14%), triple garage (43%), and four car garage (14%).

A variety of landscaping standards are evident ranging from a modest standard including sod a few shrubs, and large asphalt coverage, to a high modern standard featuring two dozen or more shrubs, sod, trees, and exposed aggregate driveways. Driveway surfaces include: exposed aggregate (57%) and asphalt (43%).

1.2 Features of Surrounding Dwellings Significant to the Proposed Building Scheme:

- 1) **Context Homes:** Forty-three percent of existing neighbouring homes provide suitable architectural context for use at the subject site (and therefore 57 percent of homes are considered 'non-context'). Context homes include: 13955 35A Avenue, 3575 and 3588 140 Street
- 2) **Style Character :** There are a mix of old urban and mid century styles in this

neighbourhood. Preferred styles for this site include “Neo-Traditional” and “Neo-Heritage”, as these styles are an ideal bridge between old urban and modern urban. Note that style range is not restricted in the building scheme. However, the consultant refers to the character study when reviewing plans for meeting style-character intent.

- 3) **Home Types:** There are a wide range of home types evident, and so some flexibility is justified. Home type (Two-Storey, Bungalow, etc.) will not be regulated in the building scheme.
- 4) **Massing Designs:** Massing designs should meet new standards for RF-13 zoned subdivisions. New homes should exhibit “mid-scale” massing. Various elements and projections on the front of the home should be interesting architecturally, and should be in pleasing natural proportions to one another. These elements and projections should be located so as to create balance across the façade.
- 5) **Front Entrance Design:** Front entrance porticos are typically one storey in height. The recommendation is to limit the range of entrance portico heights to between one storey and 1½ storeys to ensure there is not proportional overstatement of this one element.
- 6) **Exterior Wall Cladding:** Recent housing is largely clad with plank siding (either wood or composite material), with brick and stone being used as an accent. Vinyl is not recommended.
- 7) **Roof Surface:** The main roof surfacing material used in this area is asphalt shingles. The roof surface is not a uniquely recognizable characteristic of this area and so flexibility in roof surface materials is warranted. The recommendation is to permit cedar shingles, shake profile concrete roof tiles, shake profile asphalt shingles with a raised ridge cap, and new environmentally sustainable roof products that have a strong shake profile.

2. Proposed Design Guidelines

2.1 Specific Residential Character and Design Elements these Guidelines Attempt to Preserve and/or Create:

- The new homes are readily identifiable as one of the following styles: “Neo-Traditional”, “Neo-Heritage”, “Craftsman-Heritage”, or “Rural Heritage”. Note that the proposed style range is not contained within the building scheme, but is contained within the residential character study which forms the basis for interpreting building scheme regulations.
- a new single family dwelling *constructed* on any *lot* meets year 2000’s design standards, which include the proportionally correct allotment of mass between various street facing elements, the overall balanced distribution of mass within the front facade, readily recognizable style-authentic design, and a high trim and detailing standard used specifically to reinforce the style objectives stated above.
- trim elements will include several of the following: furred out wood posts, articulated wood post bases, wood braces and brackets, louvered wood vents, bold wood window and door trim, highly detailed gable ends, wood dentil details, stone or brick feature accents, covered entrance verandas and other style-specific elements, all used to reinforce the style (i.e. not just decorative).
- the development is internally consistent in theme, representation, and character.
- the entrance element will be limited in height (relative dominance) to 1 to 1 ½ storeys.

2.2 Proposed Design Solutions:

- Interfacing Treatment** Forty-three percent of existing neighbouring homes provide suitable architectural context for use at the subject site (and therefore 57 percent of homes are considered 'non-context'). Context homes include: 13955 35A Avenue, 3575 and 3588 140 Street. These homes, as well as typical post 2010 RF-13 homes, are to serve as standards for the subdivision.
- Exterior Materials/Colours:** Stucco, Cedar, Vinyl, Hardiplank, Brick, and Stone. Note that vinyl siding will not be permitted. "Natural" colours such as browns, greens, clays, and other earth-tones, and "Neutral" colours such as grey, white, and cream are permitted. "Primary" colours in subdued tones such as navy blue, colonial red, or forest green can be considered on trim only. "Warm" colours such as pink, rose, peach, salmon are not permitted. Trim colours: Shade variation of main colour, complementary, neutral, or subdued contrast only.
- Roof Pitch:** Minimum 6:12.
- Roof Materials/Colours:** Cedar shingles, shake profile concrete roof tiles, shake profile asphalt shingles with a raised ridge cap, and new environmentally sustainable roofing products should be permitted, providing that the aesthetic properties of the new materials are equal to or better than that of the traditional roofing products. Greys, black, or browns only.
- In-ground basements:** Permitted, subject to determination that service invert locations are sufficiently below grade. Basements will appear underground from the front.
- Treatment of Corner Lots:** Significant, readily identifiable architectural features are provided on both the front and flanking street sides of the dwelling, resulting in a home that architecturally addresses both streets. One-storey elements on the new home shall comprise a minimum of 40 percent of the width of the front and flanking street elevations of the single family dwelling. The upper floor is set back a minimum of 0.9 metres [3'- 0"] from the one-storey elements.
- Landscaping:** *Moderate modern urban standard.* Tree planting as specified on Tree Replacement Plan plus minimum 40 shrubs of a minimum 3 gallon pot size. Sod from street to face of home. Driveways: exposed aggregate, interlocking masonry pavers, or stamped concrete. Broom finish concrete is permitted only where the driveway directly connects the lane to the garage slab at the rear side of the dwelling.
- Compliance Deposit:** \$5,000.00
- Summary prepared and submitted by:** Aplin & Martin Consultants Ltd. **Date:** January 24, 2017
- Reviewed and Approved by:** _____ **Date:** _____

Tree Preservation Summary

Surrey Project No: 16-0035-00


Address: 13991 Crescent Rd., Surrey, BC

Registered Arborist: Monica Ardiel

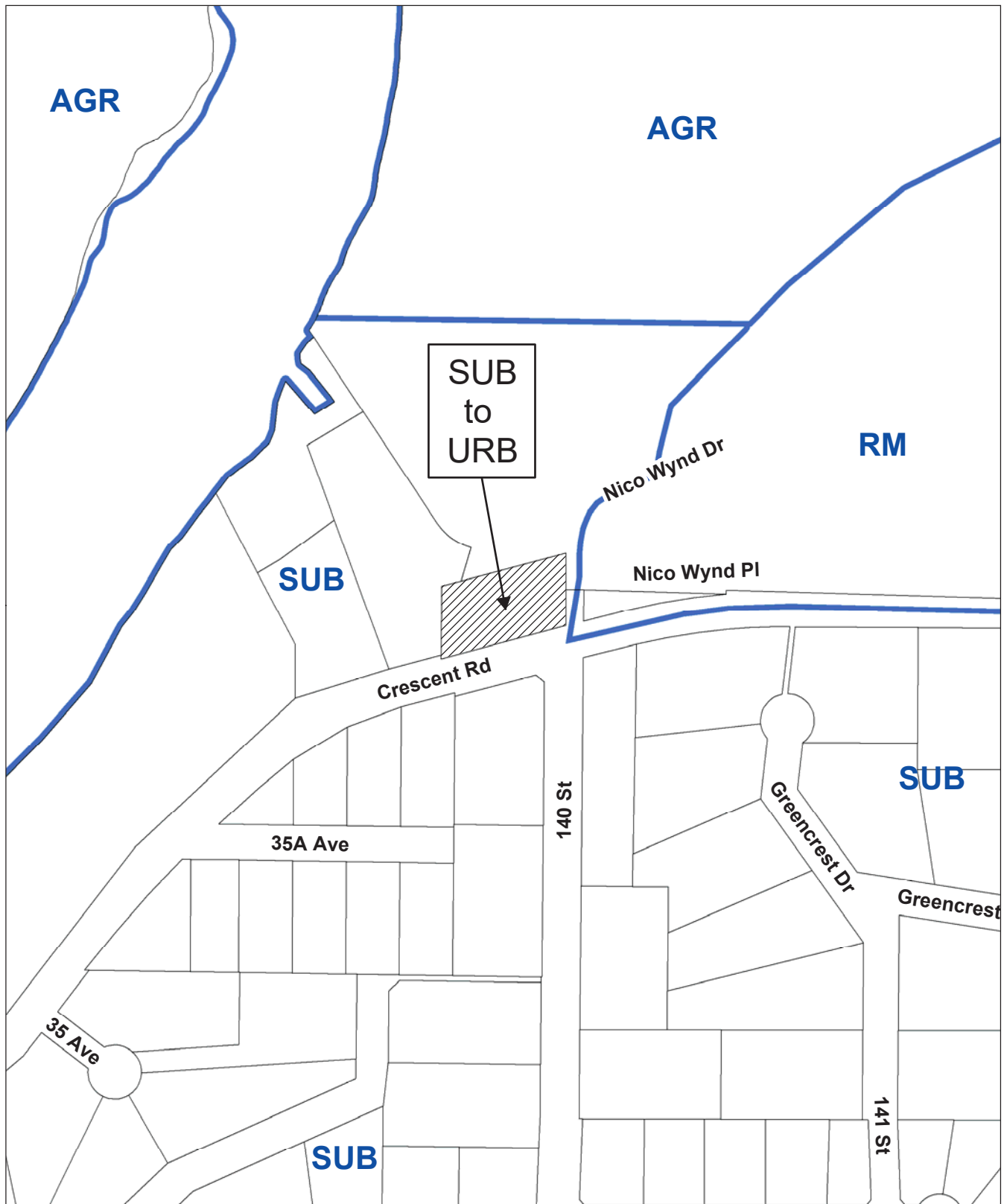
On-Site Trees	Number of Trees
Protected Trees Identified (on-site and shared trees, including trees within boulevards and proposed streets and lanes, but excluding trees in proposed open space or riparian areas)	30
Protected Trees to be Removed	18
Protected Trees to be Retained (excluding trees within proposed open space or riparian areas)	12
Total Replacement Trees Required: - Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio 0 X one (1) = 0 - All other Trees Requiring 2 to 1 Replacement Ratio 18 X two (2) = 36	36
Replacement Trees Proposed	11
Replacement Trees in Deficit	25
Protected Trees to be Retained in Proposed [Open Space / Riparian Areas]	NA

Off-Site Trees	Number of Trees
Protected Off-Site Trees to be Removed	3
Total Replacement Trees Required: - Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio 1 X one (1) = 1 - All other Trees Requiring 2 to 1 Replacement Ratio 2 X two (2) = 4	5
Replacement Trees Proposed	NA
Replacement Trees in Deficit	NA

Summary report and plan prepared and submitted by: Mike Fadum and Associates Ltd.

Signature of Arborist: 	Date: October 17, 2017
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OCP Amendment 7916-0035-00
Proposed amendment from Suburban to Urban



CITY OF SURREY

(the "City")

DEVELOPMENT VARIANCE PERMIT

NO.: 7916-0035-00

Issued To:

(the "Owner")

Address of Owner:

1. This development variance permit is issued subject to compliance by the Owner with all statutes, by-laws, orders, regulations or agreements, except as specifically varied by this development variance permit.

2. This development variance permit applies to that real property including land with or without improvements located within the City of Surrey, with the legal description and civic address as follows:

Parcel Identifier: 013-029-266

Parcel "F" (Reference Plan 6204) District Lot 157 Group 2 New Westminster District

13991 - Crescent Road (13971 - Crescent Road)

(the "Land")

3. (a) As the legal description of the Land is to change, the City Clerk is directed to insert the new legal description for the Land once titles have been issued, as follows:

Parcel Identifier:

- (b) If the civic addresses change, the City Clerk is directed to insert the new civic addresses for the Land, as follows:

4. Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:
 - (a) In Section F of Part 16B Single Family Residential (13) Zone (RF-13), the minimum rear yard setback of Lot 3 is reduced from 7.5 metres (25 ft.) to 4 metres (13 ft.) for the principal building and 2.1 metres (7 ft.) for an unenclosed deck with a maximum area of 14 square metres (150 sq. ft.), provided that the setback to the garage is a minimum of 6 metres (20 ft.), as illustrated in Schedule B;
 - (b) In Section F of Part 16B Single Family Residential (13) Zone (RF-13), the minimum rear yard setback of Lot 4 is reduced from 7.5 metres (25 ft.) to 3.5 metres (11.5 ft.) for the principal building and 1.8 metres (6 ft.) for an unenclosed deck with a maximum area of 14 square metres (150 sq. ft.), provided that the setback to the garage is a minimum of 6 metres (20 ft.), as illustrated in Schedule C; and
 - (c) In Section F of Part 16B Single Family Residential (13) Zone (RF-13), the minimum side yard on flanking street setback of Lot 4 is reduced from 2.4 metres (8 ft.) to 1.5 metres (5 ft.), as illustrated in Schedule C.
5. The Land shall be developed strictly in accordance with the terms and conditions and provisions of this development variance permit.
6. This development variance permit shall lapse unless the subdivision, as conceptually shown on Schedule A which is attached hereto and forms part of this development variance permit, is registered in the New Westminster Land Title Office within three (3) years after the date this development variance permit is issued.
7. The terms of this development variance permit or any amendment to it, are binding on all persons who acquire an interest in the Land.
8. This development variance permit is not a building permit.

AUTHORIZING RESOLUTION PASSED BY THE COUNCIL, THE DAY OF , 20 .
ISSUED THIS DAY OF , 20 .

Mayor – Linda Hepner

City Clerk – Jane Sullivan

Schedule A

Brass Bound Ventures Ltd.
Residential Subdivision
13991 Crescent Rd. Surrey, BC

CONCEPT - RF-13 Zoning -



- Site Boundary
- Building Envelope
- Road Right-of-Way Dedication (1165.7 m² approximately)
- Tree Root Protection Zone
+1.5m Excavation Buffer Zone
- Visual Buffer
- Development Variance Permit Area
- Area above 3.3m Flood Plain Limit

LEGAL DESCRIPTION
District Lot 158 Plan 6204
NWD & Parcel F(Ref PL 6204) DL 157
PID: 013-029-266

GROSS SITE AREA
0.29 hectares / 0.72 acres

NET SITE AREA
0.18 hectares / 0.44 acres
(excludes 1165.7m² for road Right-of-Way dedication)

EXISTING DESIGNATIONS
Zoning: RA
NCP: N/A
OCP: Suburban

PROPOSED DESIGNATIONS
Zoning: RF-13
NCP: N/A
OCP: Urban

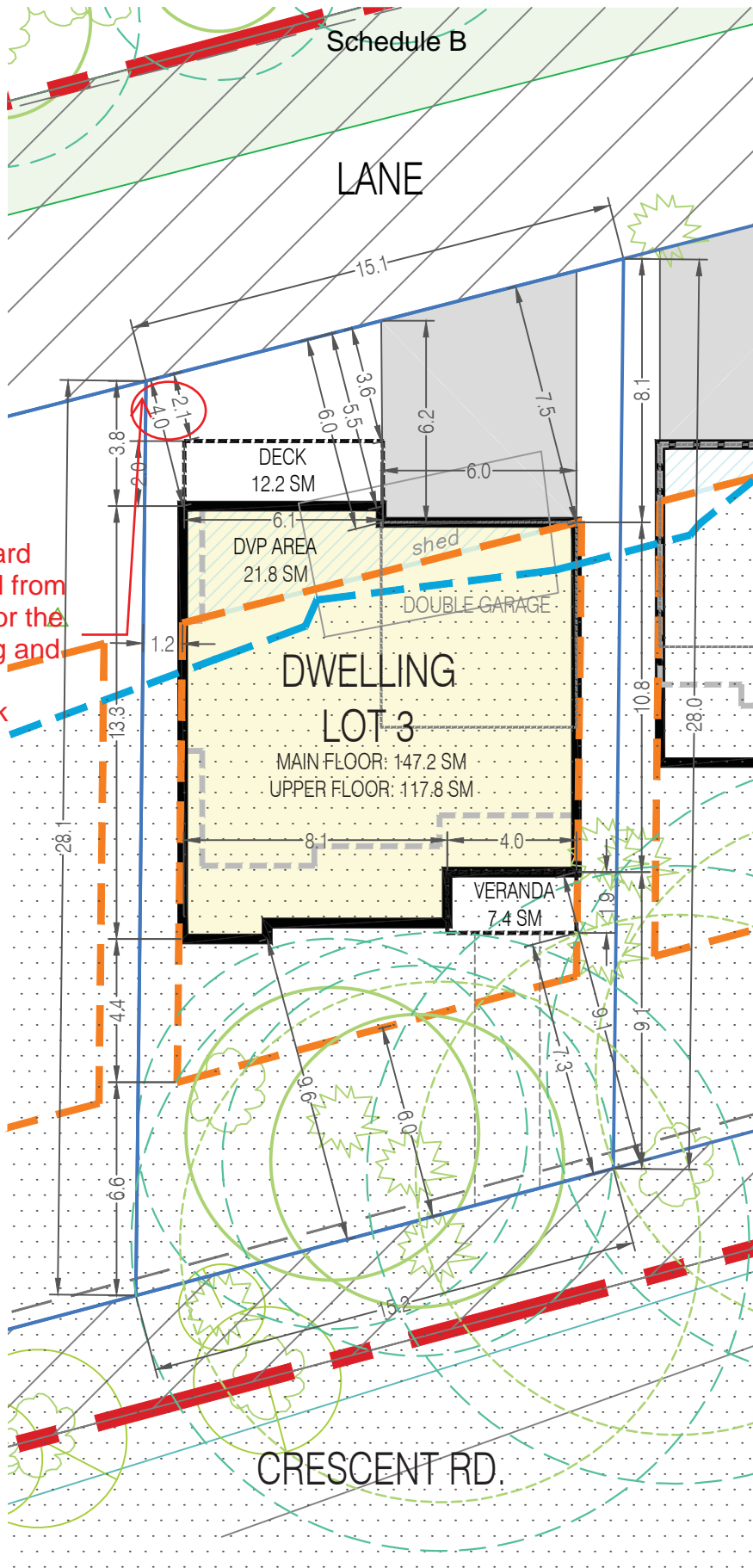
LOT YIELD
Existing Number of Lots: 1
Proposed Number of Lots: 4

DENSITY
Gross: 13.8 uph / 5.6 upa
Net: 22.2 uph / 9.1 upa

NOTE: Conceptual layout only, subject to change without notice. Property of Aplin & Martin Consultants Ltd. and not to be reproduced or used without written permission by the Company.



Drawing
1



Minimum rear yard setback reduced from 7.5 m to 4.0 m for the principal building and 2.1 m for an unenclosed deck

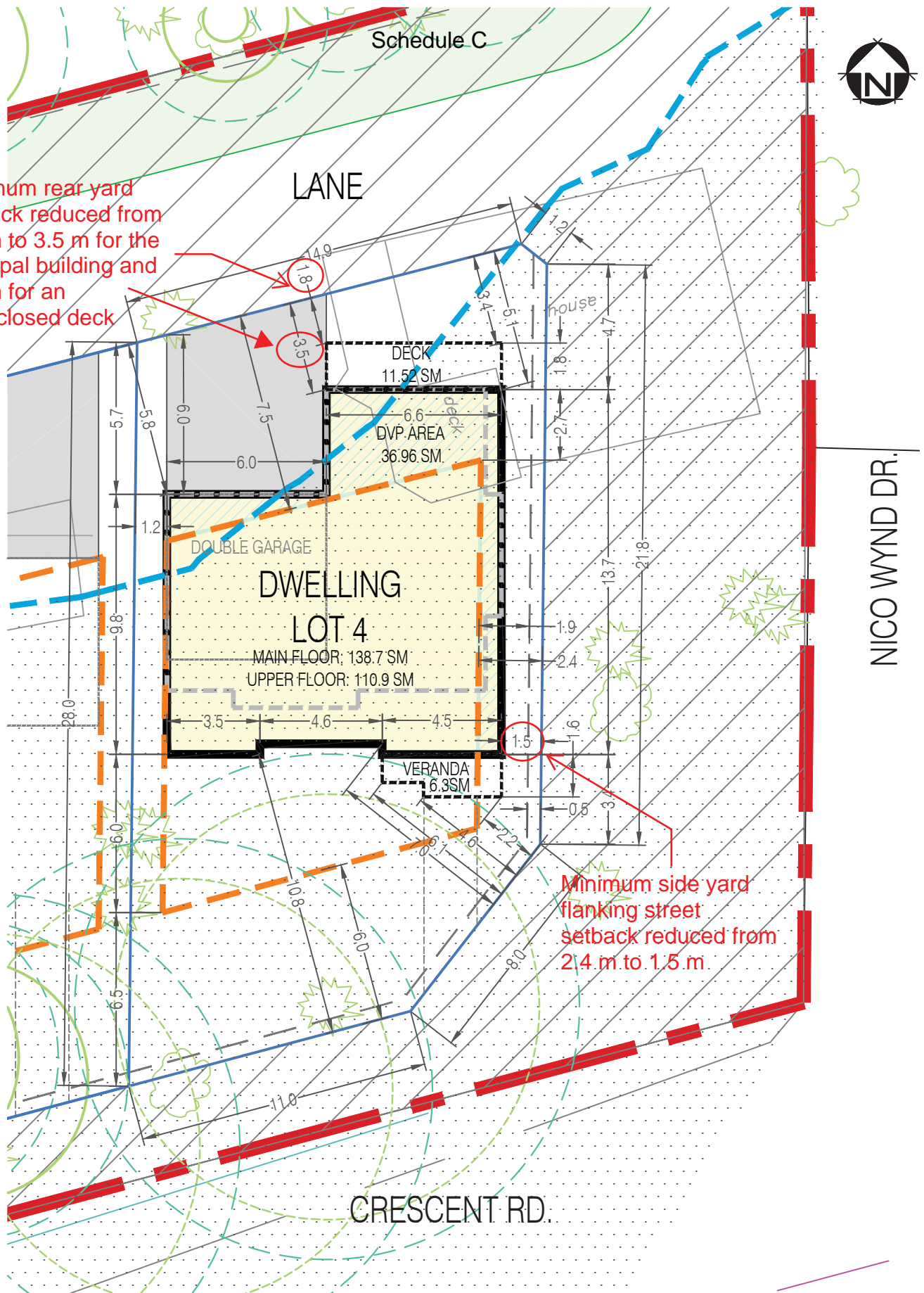


PROJECT: BRASS BOUND VENTURES LTD.
RESIDENTIAL SUBDIVISION
13991 CRESCENT RD.
SURREY, BC

SHEET TITLE: LOT 3 - PROVE OUT

DATE: OCT.12.2017
SCALE: 1:200
DRAWN: AC
DWG. REF:

PROJECT NO.	REVISION
15-574	<input type="checkbox"/>
DRAWING NO.	
A.2	



PROJECT: BRASS BOUND VENTURES LTD.
RESIDENTIAL SUBDIVISION
13991 CRESCENT RD.
SURREY, BC

SHEET TITLE: LOT 4 - PROVE OUT

DATE: OCT.12.2017

SCALE: 1:200

DRAWN: AC

DWG. REF:

PROJECT NO.

15-574

DRAWING NO.

A.3

REVISION



CITY OF SURREY

BY-LAW NO.

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

WHEREAS:

- A. The Council may by by-law pursuant to Part 15 of the Local Government Act, R.S.B.C. 2015, Chapter 1, 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: 013-029-266
 Parcel "F" (Reference Plan 6204) District Lot 157 Group 2 New Westminster District
 13971 - Crescent Road

And as the legal description noted above is to change, the City Clerk is directed to insert the following new legal description once title(s) has/have been issued, as follows:

Parcel Identifier: _____

(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 By-law as Schedule "I" (the "Heritage Revitalization Agreement") in respect of the Lands.
2. The Mayor and the City Clerk are authorized on behalf of the Council to sign the Heritage Revitalization Agreement and to register a notice on the title of the Lands.
3. Schedule "I" forms a part of this By-law.
4. This By-law may be cited for all purposes as "City of Surrey Heritage Revitalization Agreement By-law, 20 , No._____."

READ A FIRST AND SECOND TIME on the ____ day of ____ 20 .

PUBLIC HEARING HELD thereon on the ____ day of ____ 20 .

READ A THIRD TIME on the ____ day of ____ 20 .

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the ____ day of ____ 20 .

_____ MAYOR

_____ CLERK

SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement By-law, 20 , No._____]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ___ day of _____, 20

BETWEEN:

Andrew Knott
#2401, 1212 - Bayshore Drive
Vancouver, British Columbia V6G 3L1

(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: 013-029-266
Parcel "F" (Reference Plan 6204) District Lot 157 Group 2 New Westminster District
13971 - Crescent Road

And as the legal description noted above is to change, the City Clerk is directed to insert the following new legal description once title(s) has/have been issued, as follows:

Parcel Identifier: _____

(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 "Leslie Gilbert Plan");
- G. The improvements or features identified in the Conservation Plan as the Lee House (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 Section 3.

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 610 of the Local Government Act, R.S.B.C. 2015, Chapter 1, 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 Leslie Gilbert Plan form part of this Agreement. To the extent that the text, photographs, plans and drawings constituting the Conservation Plan or Leslie Gilbert Plan require interpretation, the City shall be, in the first instance, the interpreter of the Conservation Plan and Leslie Gilbert 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; roofing; cladding and trimwork; front porch; windows and doors; chimney, and finishes of the House.

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 Leslie Gilbert Plan shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out the Conservation Plan.
- (c) All improvements identified in the Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards as set out in the Heritage Property Standards of Maintenance Bylaw, 2017, No. 18931, and in accordance with the guidelines and requirements set out in the Conservation Plan and the Leslie Gilbert 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: setting on a large lot adjacent to the south shore of the Nicomekl River and one of several historic buildings on the Crescent Road corridor; residential form, scale and massing as expressed in the one story structure and sloping roofline; simple rectangular massing with a utilitarian building form; horizontal lapped wood siding; twin-coursed shingles under gable ends and at the foundation level; multi-paned double hung sash wood windows in single and double arrangements; front porch with sliding casement windows and gable roof, 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 \$17,334.39 indexed to the Vancouver Consumer Price Index (CPI) with 2017 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 Leslie Gilbert 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 Leslie Gilbert 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. Pursuant to Section 610(2)(b) of the Local Government Act, the following by-laws of the City are varied and supplemented in their application to the Lands in the manner and to the extent provided as follows:
 - (a) The RF-13 Single Family Residential (13) Zoning Schedule of City of Surrey Zoning By-law, 1993, No. 12000, as amended, is hereby varied and supplemented as to the Lands as follows:
 - (i) By varying Part 16B, Section F to relax the *rear yard setback* of the *principal building* from 7.5 metres [25 ft.] to 1.0 metre [3 ft.].

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 Leslie Gilbert 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 Leslie Gilbert 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:

Andrew Knott
#2401, 1212 - Bayshore Drive
Vancouver, British Columbia V6G 3L1

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 Leslie Gilbert 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 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.

Andrew Knott

CITY OF SURREY

Linda Hepner
Mayor

Jane Sullivan
City Clerk

Appendix "A"

CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

1. Description of Historic Place

The Lee House is a modest one storey wood-frame single family residence constructed about 1926 in a Craftsman inspired style. The house is situated on a large lot south of the Nicomekl River and along the Crescent Road corridor in the historic Elgin neighbourhood of Surrey.

2. Heritage Value of Historic Place

Social

The Lee House is valued as an example of early cottage settlement on the road leading to Crescent Beach, a popular summer resort. Due to its proximity to the Elgin Community Hall and School, the Lee House serves as a link to the pioneer origins of the historic Elgin neighbourhood and reflects the lifestyle of area residents in the early 20th century. The house is valued for its connection to its first owners, John Lee (1887-1962) and Rose Lee (nee Rice, 1890-1959) both originally from Surrey, England. John Lee, who was employed as a fisherman for 40 years, was one of many who settled in the area and found employment harvesting the rich bounty of the land. In addition, the property was continuously occupied by members of the Lee family for almost 70 years, demonstrating the importance of social stability in the neighbourhood.

Historical

The Lee House is associated with a number of early buildings of significance on the historic Crescent Road corridor, including the Daniel Johnson House, Stewart Farm, Elgin School and Community Hall. The Lee House is compatible with the semi-rural character of Crescent Road and contributes to the historic character of the corridor. The property is situated near two important corridors: the Semiahmoo Trail, a popular overland route connecting New Westminster and Blaine, and Crescent Road connecting the communities of Elgin and Crescent Beach. The property is also valued for its association with the Stewart Farm (1880), now the 58 acre Elgin Heritage Park, one of Surrey's most important natural and heritage resources. The Lee House is also significant for its connection with a period of substantial residential development in the 1920s along the Crescent Road corridor.

Architectural

The Lee House is significant for its modest Craftsman inspired architecture, including the use of multi-paned double hung wood windows, triangular eave brackets and twin-coursed shingles. The building exterior has remained relatively unaltered over time. The two main changes include the enlargement of the front porch (which dominates the front of the house) and the addition of a rear/side wrap-around porch that doubles as a carport. It is worth noting that there are few remaining examples of vernacular housing in the Elgin neighbourhood from the 1920's; many of the smaller cottage style houses have been demolished and replaced. While larger and more prominent houses in the neighbourhood have been protected, such as the Stewart Farm and Daniel Johnson House, vernacular houses such as the Lee House are an important reflection of early life, yet are vulnerable to demolition and need to be preserved.

3. Character Defining Elements

Key elements that define the heritage character of the Lee House include its:

Siting

- Setting on a large lot adjacent to the south shore of the Nicomekl River and one of several historic buildings on the Crescent Road corridor;
- Continuous residential use until recent years;
- Visibility from Crescent Road, although partially obscured by mature landscaping; and
- Residential form, scale and massing as expressed in the one story structure and sloping roofline.

Exterior Features

- Simple rectangular massing with a utilitarian building form;
- Horizontal lapped wood siding;
- Twin-coursed shingles under gable ends and at the foundation level;
- Rectangular oversized enclosed front porch featuring several panels of sliding casement windows, typical of some houses in the Crescent Beach area;
- Multi-paned double hung sash wood windows in single and double arrangements;
- Gable roof (roofing originally cedar shingles on strapping, currently metal);
- Triangular eave brackets and overhanging eaves; and
- Internal brick chimney.

Interior Features

- Fir tongue and groove floor boards;
- Stained wood wainscoting, coffered ceilings and a pebble stone (painted) wood burning fireplace in the living/dining room; and
- Interior wood panel doors with original hardware, wood mouldings and high baseboards.

Landscape Features

- Picket fence and gate by roadside; and
- Intact and mature residential plantings including vine maple, cedar, sumac and horse chestnut trees.

Exterior Additions/Alterations

- Intact and mature residential plantings including vine maple, cedar, sumac and horse chestnut trees;
- Rear carport addition with porch above off kitchen and extending to west side of house; and
- Oversize window under front roof gable, added to provide access to front roof deck

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 authorizing the City 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 authorizing the City 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 one year of the adoption of a by-law authorizing the City 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 Leslie Gilbert 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 Leslie Gilbert 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 Leslie Gilbert 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 and the Leslie Gilbert 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 and the Leslie Gilbert 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. **Site and Landscaping:**

See Section 5.2 "Site and Landscaping" of the Leslie Gilbert Plan.

2. **Roof and Chimney:**

See Section 5.3 "Roof and Chimney" of the Leslie Gilbert Plan.

3. **Front Facade:**

See Section 5.4 "Front Facade" of the Leslie Gilbert Plan.

4. **Cladding and Trim:**

See Section 5.5 "Cladding and Trim" of the Leslie Gilbert Plan.

5. Windows:

See Section 5.6 "Windows" of the Leslie Gilbert Plan.

6. Drainage:

See Section 5.7 "Drainage" of the Leslie Gilbert Plan.

7. Colour Schedule:

See Section 5.8 "Exterior Paint" of the Leslie Gilbert Plan.

The exterior paint colour shall be subject to the prior written approval of the City. If the colour of the house 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.

Prior to final paint application, samples of the 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:

See Section 5.9 "Interior Features" of the Leslie Gilbert Plan.

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 (the "Tree Bylaw") and considered to be "Protected Trees" under the Tree Bylaw.

11. Accessory Buildings and Structures:

Proposed accessory buildings are subject to this Conservation Plan and the Leslie Gilbert 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. 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 "B"

HERITAGE CONSERVATION PLAN
Lee House 13971, Crescent Road, Surrey
Leslie Gilbert, Heritage Consultant, May 2017

(The "Leslie Gilbert Plan")

(Attachment beginning on the next page)

HERITAGE CONSERVATION PLAN

**LEE HOUSE
13971 Crescent Road, Surrey**



**Prepared by Leslie Gilbert, MA
Heritage Consultant
May 2017
Revised 6 September 2017**

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APPENDIX A: Existing and Proposed Architectural Drawings

APPENDIX B: Additional Information on Original Owner

1.0 INTRODUCTION

1.1 Project Overview

Address:	13971 Crescent Road, Surrey
Historic Name:	Lee House
Original Owners:	John and Rose Lee
Date of Construction:	circa 1926
Heritage Status:	Surrey Heritage Designation Bylaw No. 7716 (1983) Surrey Heritage Register (December 4, 2000) Site #177

The Lee House, located at 13971 Crescent Road in Surrey, is a one-storey wood-frame dwelling featuring Craftsman design elements. The house was constructed by the original owner, John Lee, shortly after he purchased the property from neighbour John Stewart in 1926. The Lee House is characterized by its rural residential form, scale and massing. It is a modest house built in the 1920's, few of which remain in Surrey. The property is listed on the Surrey Heritage Register.

Due to its social, historic and architectural heritage values, the Lee House is a worthy candidate for revitalization. As part of a proposed Heritage Revitalization Agreement (HRA) for the property, the Lee House conservation strategy calls for the preservation of exterior character-defining elements of the house. The House will be retained in situ on the property, occupying one parcel as part of a four lot subdivision. Under the terms of the HRA, three single family houses will be constructed on the remaining lots, designed to be compatible with but distinguishable from the historic Lee House.

1.2 Report Scope

This report includes a Statement of Significance (SOS) for the Lee House, attesting to its community heritage value. The SOS describes the heritage value of the house and identifies the unique character-defining elements to be conserved as part of the proposed development. A condition assessment of the Lee House is also included in the Conservation Plan. The main section of the report contains the Heritage Conservation Plan to rehabilitate historic elements of the house.

Extensive research on the property was conducted at the City of Surrey, Surrey Public Library (Cloverdale Branch) and Surrey Museum and Archives. Unfortunately, historic photos of the house were not found in the course of researching the property. Site visits were conducted by the heritage consultant in April 2016 and February 2017 for the purpose of visually assessing the property. Photographs of the property were taken to document the condition of the historic place. All photographs contained in this report were taken by the report author.

2.0 SITE DESCRIPTION

2.1 Location

The property at 13971 Crescent Road, known as the Lee House, is located on the north side of Crescent Road and west of the junction of Crescent Road and 140th Street in the Elgin neighbourhood of South Surrey. The site is located on the south shore of the lower Nicomekl River and within its 200 year floodplain. The neighbourhood consists primarily of private single family residential buildings, although the Nico Wynd Estates (a condominium and golf course complex built in the 1980s) is located directly north of the Lee House.

The Lee House is situated within an important enclave of historic properties. Directly west of the site is the Daniel Johnson House, a large Edwardian era house with distinctive wrap-around verandah that historically operated as a dairy farm. The Elgin Community Hall (1923) and the Elgin School (1921), constructed to serve the growing Elgin neighbourhood, are located several blocks east of the Lee House. Further west along Crescent Road is Wards Marina (1944) and the historic Stewart Farm (1880). The property at 13971 Crescent Road was at one time on the eastern edge and part of the Stewart landholdings before it was acquired by John Lee in 1926.



2.2 Neighbourhood Background

Crescent Road and the Elgin neighbourhood are historic links to the pioneer origins of South Surrey, associated with the lifestyle of an earlier era. Crescent Road is a 4.5 kilometer two lane road connecting two north-south roads, the Semiahmoo Trail and the King George Highway, with Boundary Bay to the west. The Semiahmoo Trail is an important overland communication and transportation route. Until 1875, it was the only passable overland route linking New Westminster and Blaine, Washington. The Crescent Road corridor retains a lushly vegetated and semi-rural character, winding by single-family residential lots of half-acre size or greater with large houses set back from the road. In recognition of its natural and built heritage, the City of Surrey designated the Crescent Road corridor in 1983 (Heritage Designation Bylaw No. 7716) and in 1997 added Crescent Road to Surrey's Heritage Register.

Low-lying land adjacent to the Nicomekl River provides a rich and diverse wetland habitat for fish and wildlife. Historically subject to frequent flooding, a series of dykes were constructed in the late 1800's to facilitate the operation of large agricultural and dairy farms in Elgin, notably the Stewart Farm and Daniel Johnson Dairy Farm. A road leading west to Boundary Bay was constructed in 1882 to facilitate public access to the popular summer resort of Crescent Beach. Further improvements to Crescent Road, completed in 1923, resulted in creation of new lots and houses along Crescent Road, one of which was owned by John Lee at 13971 Crescent Road. Noted for its historic, architectural and social heritage values, the Lee House contributes to heritage character of the Elgin neighbourhood and Crescent Road corridor.



13971 Crescent Road situated within DL 158, north of identified gravel pit on historic survey of the Stewart Farm property. Source: City of Surrey Archives, Settlement map, 1910.



Front of Lee House showing evidence of a settling foundation

2.3 Site Condition Assessment

The Lee House at 13971 Crescent Road was continuously occupied for residential use for over 70 years but is currently vacant. Although this modest wood frame home has been altered over time, it is considered intact and fairly original to the date of construction. The most visible change is the enlargement of the front porch. Other alterations include changes to the windows, particularly the window in the upper gable of the front façade and the addition of a rear and side wrap-around porch. The front porch has settled over time, as evidenced by warping of the front stairs and door. It is worth noting that the builder utilized solid techniques and quality materials in construction. As a result, the original portion of the house appears to be in good condition but the later front and rear porch additions, not keeping to standard, are in poor physical condition.

The exact date of construction and name of the designer/builder are unknown, as a building permit was not issued at the time of construction (circa 1926). A building permit was issued in 1959 for addition of a rear west side porch, now in poor condition and proposed for removal. In 1999, when the house was assessed for inclusion in the Surrey Heritage Register, Heritage Advisory Commission rated the house 78/100 based on its history, site context, physical condition, usability and overall heritage significance. The Lee House was described at the time as being well maintained and in good condition. As the House has been vacant for several years, it is now considered to be only in fair condition primarily due to poorly constructed alterations over the years and lack of regular maintenance.

In 2015, the owner of the Lee House met with the Surrey Heritage Advisory Commission requesting that the house be removed from the Surrey Heritage Register as it was in poor condition due to persistent water damage and electrical problems. Members of the Advisory Committee recommended against the owner's request on the basis that the heritage value had not substantially changed since the house had been evaluated in 1999. Committee members noted that retaining the Lee House on the Surrey Register would ensure that heritage development incentives would be available in the future when the property was redeveloped (HAC Minutes: September 16, 2015).

3.0 HERITAGE VALUE

3.1 Statement of Significance

Description of Historic Place

The Lee House is a modest one storey wood-frame single family residence constructed about 1926 in a Craftsman inspired style. The house is situated on a large lot south of the Nicomekl River and along the Crescent Road corridor in the historic Elgin neighbourhood of Surrey.

Heritage Value of Historic Place

The Lee House is noted for its social, historical and architectural heritage values.

Social

The Lee House is valued as an example of early cottage settlement on the road leading to Crescent Beach, a popular summer resort. Due to its proximity to the Elgin Community Hall and School, the Lee House serves as a link to the pioneer origins of the historic Elgin neighbourhood and reflects the lifestyle of area residents in the early 20th century. The house is valued for its connection to its first owners, John Lee (1887-1962) and Rose Lee (nee Rice, 1890-1959) both originally from Surrey, England. John Lee, who was employed as a fisherman for 40 years, was one of many who settled in the area and found employment harvesting the rich bounty of the land. In addition, the property was continuously occupied by members of the Lee family for almost 70 years, demonstrating the importance of social stability in the neighbourhood.

Historical

The Lee House is associated with a number of early buildings of significance on the historic Crescent Road corridor, including the Daniel Johnson House, Stewart Farm, Elgin School and Community Hall. The Lee House is compatible with the semi-rural character of Crescent Road and contributes to the historic character of the corridor. The property is situated near two important corridors: the Semiamoo Trail, a popular overland route connecting New Westminster and Blaine, and Crescent Road connecting the communities of Elgin and Crescent Beach. The property is also valued for its association with the Stewart Farm (1880), now the 58 acre Elgin Heritage Park, one of Surrey's most important natural and heritage resources. The Lee House is also significant for its connection with a period of substantial residential development in the 1920s along the Crescent Road corridor.

Architectural

The Lee House is significant for its modest Craftsman inspired architecture, including the use of multi-paned double hung wood windows, triangular eave brackets and twin-coursed shingles. The building exterior has remained relatively unaltered over time. The two main changes include the enlargement of the front porch (which dominates the front of the house) and the addition of a rear/side wrap-around porch that doubles as a carport. It is worth noting that there are few remaining examples of vernacular housing in the Elgin neighbourhood from the 1920's; many of the smaller cottage style houses have been demolished and replaced. While larger and more prominent houses in the neighbourhood have been protected, such as the Stewart Farm and Daniel Johnson House, vernacular houses such as the Lee

Houses are an important reflection of early life, yet are vulnerable to demolition and need to be preserved.

Character Defining Elements

Siting

- setting on a large lot adjacent to the south shore of the Nicomekl River and one of several historic buildings on the Crescent Road corridor
- continuous residential use until recent years
- visibility from Crescent Road, although partially obscured by mature landscaping
- residential form, scale and massing as expressed in the one story structure and sloping roofline

Exterior features

- simple rectangular massing with a utilitarian building form
- horizontal lapped wood siding
- twin-coursed shingles under gable ends and at the foundation level
- rectangular oversized enclosed front porch featuring several panels of sliding casement windows, typical of some houses in the Crescent Beach area
- multi-paned double hung sash wood windows in single and double arrangements
- gable roof (roofing originally cedar shingles on strapping, currently metal)
- triangular eave brackets and overhanging eaves
- internal brick chimney

Interior Features

- Fir tongue and groove floor boards
- Stained wood wainscoting, coffered ceilings and a pebble stone (painted) wood burning fireplace in the living/dining room
- Interior wood panel doors with original hardware, wood mouldings and high baseboards

Landscape features

- Picket fence and gate by roadside
- Intact and mature residential plantings including vine maple, cedar, sumac and horse chestnut trees

Exterior Additions/Alterations

- Addition to west side of front porch, enlarging enclosed porch area
- Rear carport addition with porch above off kitchen and extending to west side of house
- Oversize window under front roof gable, added to provide access to front roof deck

4.0 HERITAGE CONSERVATION STANDARDS

Conservation of the Lee House will be carried out in accordance with the Parks Canada *Standards and Guidelines for the Conservation of Historic Places in Canada*, widely used as the basis to consider heritage applications and processes. The proposed HRA for the Lee Residence will include retention of the exterior character-defining elements as identified in the Statement of Significance, where feasible.

The “Standards and Guidelines” defines the following three conservation approaches:

Preservation: a program of maintenance and intervention designed to prevent further deterioration and to keep a building or structure “as is” – that is, to respect the present form, material, material and integrity. Emphasis is placed on the conservation of existing material.

Restoration: the process of returning a building or structure to the appearance of an earlier time by removing later material and by replacing missing elements and details.

Rehabilitation: the process of returning a property to a useable state through repair or alteration. Rehabilitation makes possible an efficient contemporary use while preserving those portions and features that are significant to the property’s historic, architectural and cultural values.

The overall conservation approach for the Lee House will primarily involve a program of minimal intervention or **Preservation**. Some individual components of the proposed work, however, may require **Rehabilitation**, as identified in the Heritage Conservation Plan. Although historically significant interior elements have been identified, recommendations for their conservation are beyond the scope of this Plan.

As the Lee House is listed in the Surrey Heritage Register, the building may be eligible for variances under the applicable legislation that could result in a higher degree of heritage conservation. In addition, buildings listed on a Heritage Register may be exempt from provincial energy efficiency standards, allowing upgrades to heritage character-defining elements, such as original windows and doors, which would otherwise be compromised. The provisions allow a more sensitive approach to energy efficiency standards resulting in a higher degree of heritage retention.

General standards for preservation, rehabilitation and restoration should be followed in the planning and implementation of all rehabilitation projects. The challenge of the rehabilitation process is to accommodate both old and new building elements and to find creative solutions to extend the useful life of a house while respecting its unique heritage values. The following chart sets out general standards for preservation, rehabilitation and restoration and describes how the proposed conservation plan for the Lee House achieves those standards.

General Standards for Preservation, Rehabilitation and Restoration	Lee House Heritage Conservation Plan
1. Conserve the heritage value of a historic place. Do not remove, replace or substantially alter its intact or repairable character-defining elements. Do not move a part of an historic place if its current location is a character-defining element.	The house at 13971 Crescent Road will be retained in situ and will maintain its historic relationship and alignment with Crescent Road.
2. Conserve changes to an historic place that, over time, have become character-defining elements in their own right.	No proposed changes character-defining elements that may have evolved over time.
3. Conserve heritage value by adopting an approach calling for minimal intervention.	The proposed conservation approach will be based on minimal intervention.
4. Recognize each historic place as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or properties or by combining features of the same property that never coexisted.	Elements from other historic places or eras will not be added to the property. Throughout the conservation process, the Lee House will be respected as an authentic record of its time, place and use.
5. Find a use for an historic place that requires minimal or no change to its character-defining elements.	Conservation of the historic place will continue its residential use and rehabilitate the existing character-defining elements.
6. Protect and, if necessary, stabilize an historic place until and subsequent intervention is undertaken. Protect and preserve archeological resources in place. Where there is potential to disturb archeological resources, take mitigation measures to limit damage and loss of information.	An engineer will be retained to provide professional advice regarding stability of the house and condition of the foundation. Measures will be taken to stabilize the historic place during the conservation process, as needed.
7. Evaluate the existing condition of character-defining elements to determine the appropriate intervention needed. Use the gentlest means possible for any intervention. Respect the heritage value when undertaking an intervention.	Appropriate means of intervention will be followed in the rehabilitation process, as set out in the Parks Canada <i>Standards and Guidelines</i> and as determined by a property condition assessment.

<p>8. Maintain character-defining elements on an ongoing basis. Repair elements by reinforcing their materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving prototypes.</p>	<p>Deteriorated or missing elements will be either repaired or replaced in kind, where possible.</p>
<p>9. Make any intervention needed to preserve character-defining elements physically and visually compatible with the historic place and identifiable on close inspection. Document any intervention for future reference.</p>	<p>Every effort will be made to ensure character-defining elements are compatible with the historic place and documented for future reference.</p>
<p>Additional Rehabilitation Standards</p>	
<p>10. Repair rather than replace character-defining elements. Where elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the historic place.</p>	<p>Deteriorated character-defining elements will be repaired instead of being replaced, where possible. For example, any rotten fascia boards will be replicated to match existing and chimney bricks will be cleaned, patched and the mortar repointed to match existing.</p>
<p>11. Conserve the heritage value and character-defining elements when creating any new additions to an historic place or any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.</p>	<p>The heritage value of the house will be enhanced by removing incompatible alterations that were made to the house over time. For example, the carport built in 1959 is not considered a heritage element. A proposed replacement garage will be separated from the house by an open breezeway and will thereby be distinguishable from the heritage house.</p>
<p>12. Create any new additions or related new construction so that the essential form and integrity of the historic place will not be impaired if the new work is removed in future.</p>	<p>The essential form and integrity of the house will be intact.</p>

Additional Restoration Standards	
13. Repair rather than replace character-defining elements from the restoration period. Where elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the form, materials and detailing of sound versions of the same elements.	Character-defining elements will be repaired instead of being replaced where possible.
14. Replace missing features from the restoration period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.	New features will be replaced with like elements based on documentary or physical evidence.



West elevation of the Lee House revealing unsympathetic extended side porch with wood railings.

Other than the removal of the porch addition, the rear and side elevations of the house will remain intact. Architectural plans showing proposed changes to all elevations of the Lee House are attached to this Conservation Plan as Appendix A.

5.0 HERITAGE CONSERVATION PLAN

This chapter describes the current site, conservation approach and proposed materials for revitalization of the Lee House. All recommendations are based on the building conservation standards established by Parks Canada's *Standards and Guidelines for the Conservation of Historic Places in Canada*.

5.1 Conservation Approach

The rehabilitation conservation work will preserve the overall form, scale and massing of the dwelling and emphasize the retention and enhancement of its character-defining elements. The work will involve a comprehensive condition assessment by qualified professionals to determine the condition of the main elements, such as the building foundation, roof and drainage system. The house will remain in situ and not be raised. Conservation of the house will primarily include:

- stabilizing and reconfiguring the front porch and entry,
- removal of the rear carport, side and rear veranda additions and constructing a new garage
- replacing the roof with a ribbed metal roof,
- restoring the original wood cladding,
- replacing the second storey window on the front façade with a smaller wood casement window, restoring or replacing windows throughout and
- improving the drainage system and landscaping.

The Heritage Conservation Plan for the Lee House will be included in and form part of the Heritage Revitalization Agreement.

The development proposal involves subdividing the remainder of the parcel, constructing three new single family dwellings and providing each unit with rear lane access. The design scheme for the new single family dwellings will be compatible with the design of the Lee House. The Parks Canada *Standards and Guidelines* recommend the following for new construction/additions to historic places:

- design a new addition in a manner that draws a clear distinction between what is historic and what is new
- design for the new work may be contemporary or may reference design motifs from the historic place. In either case, it should be compatible in terms of mass, materials, relationship of solids to voids and colour, yet be distinguishable from the historic place
- a new addition should be physically and visually compatible with, subordinate to and distinguishable from the preserved historic place

The schematic design concept for the new houses will be respectful to the heritage character of the Lee House and will comply with the Parks Canada *Standards and Guidelines* recommendations for new construction adjacent to historic properties.

5.2 Site and Landscaping

The Lee House at 13971 Crescent Road is situated on a rectangular shaped lot with an area of 31,553 sq. ft. Redevelopment of the site will include retaining the Lee House in situ on the westernmost parcel, subdividing the remaining site and constructing three new houses. The site appears to be relatively flat and is partially located within the Nicomekl River floodplain. Development of the site may be constrained by the presence of several designated cedar trees located on the neighbouring Daniel Johnson House property. The owner has retained an arborist to identify the preservation of landscape features on the property as part of the Heritage Revitalization Agreement for the Lee House.

Character-defining Elements	<ul style="list-style-type: none"> • setting on a large lot adjacent to the south shore of the Nicomekl River and one of several historic buildings on the Crescent Road corridor • visibility from Crescent Road, although partially obscured by mature landscaping • residential form, scale and massing as expressed in the one story structure and shallow sloping roofline • picket fence and gate by roadside • intact and mature residential plantings including vine maple, cedar, sumac and horse chestnut trees
Conservation Approach	Rehabilitation
Description	<p>The Lee House will maintain its placement on the site, thereby retaining its historic relationship to Crescent Road. The developer will make an effort to retain and protect identified trees on the property for inclusion in the development. A cluster of mature cedar trees on the adjacent property to the west are designated and will be protected as per the City of Surrey Tree Protection Bylaw.</p> <p>Remaining vegetation on the site not considered significant will not be retained when the property is redeveloped (but may be donated and reused elsewhere). The site will be regraded, the lawn torn up and resodded and the entire site relandscaped according to current urban landscape standards. Fencing on the site is in poor condition and will be removed and replaced. In addition to the arborist’s report, a site plan indicating landscaping and fencing will be submitted as part of the development process.</p>

5.3 Roof and Chimney

Character-defining Elements	<ul style="list-style-type: none">• gable roof (roofing originally cedar shingles on strapping)• internal brick chimney
Conservation Approach	Rehabilitation
Description	<p>The existing metal roof reportedly leaks and is aesthetically incompatible with the house. New roof trusses will be installed, as needed, and the roof will be replaced with a new ribbed metal roof in a colour to match the proposed paint palette (a medium grey colour is recommended).</p> <p>The exposed square shaft brick chimney is showing some evidence of deterioration as a result of moisture penetration and weathering. A condition assessment will be conducted of the chimney; cleaning, repairing and repointing of the mortar joints done in conformance with heritage standards. Bricks too deteriorated for safe use are to be replaced with brick of similar size, composition and vintage. Projecting metal capping to be replaced with a corbelled brick cap. The chimney continues to function but has been converted from a wood fireplace to a gas insert.</p>

Metal roof and brick chimney



5.4 Front Facade

Character-defining Elements	<ul style="list-style-type: none"> • simple rectangular massing with a utilitarian building form • rectangular enclosed front porch featuring several panels of sliding casement windows, typical of some houses in Crescent Beach
Conservation Approach	Rehabilitation – front porch and steps, window in roof gable
Description	<p>The front façade of the Lee House is dominated by a large rectangular porch with casement wood windows and a central sliding window. It is not known whether the oversize front porch was original to the house or added after the house was completed. Even though it may not be original to the house, the front porch is a prominent feature of the house and considered to be a significant character-defining element.</p> <p>A Heritage Evaluation of the Lee House, conducted in 1999 by Donald Luxton & Associates states that the house would benefit from a restoration of the front porch, however there are no photographs or architectural plans showing the original design of the house.</p> <p>Most of the porch appears to be in stable condition as it was constructed on a poured concrete foundation. A small area (roughly one meter) on the west side of the porch, believed to be a later addition, is not on a concrete foundation and is settling. It is recommended that this portion of the porch be removed and the front entry be redesigned to what may have been its original appearance. The porch will be reconstructed with a wooden stair and railing leading up to an open landing. The front door will be situated on the west side of the enclosed front porch.</p> <p>Rehabilitation of the front façade would generally include:</p> <ul style="list-style-type: none"> • Replacing the wood window under the front gable end with a window of similar vintage but smaller in size; • Removing railings and altering the slope of the porch roof; • Rehabilitating the front porch and main entry to the house; and • Repairing and restoring existing wood siding, trim and windows.



Front façade of the Lee House with oversized front porch addition. Porch roof area also served as a roof deck accessed by a large window installed under the front gable (not in keeping with building code).

Front Elevation Conservation Recommendations

The recommended conservation approach for the front elevation would involve:

Front porch

- Remove deteriorated wooden railings on porch roof;
- Remove western portion of porch that has settled, conducting the demolition carefully so as not to damage porch elements to be retained;
- Reconstruct entry to porch by with a wood surfaced open landing, covering the landing with wood surfacing and building a wood staircase with side railings;
- Construct a low-pitched single sloping porch roof (refer to Architectural Drawings appearing in Appendix A) with roof material and colour to match main house;
- Repair and restore existing wood sash windows and central sliding wood windows, which appear to be intact and operable. Any required new window elements to match existing materials and profile, ensuring they are in operable condition and are painted to match approved paint palette; and
- Restore and replace as necessary horizontal wooden lapped siding to the remainder of the front porch to match existing, painted according to the proposed paint scheme for the house.

Windows

- Replacing window under front gable with a smaller wood window typical of the era (replacement window may be salvaged); and
- Repair and restore existing wood sash window on front façade, which also appears to be intact and operable. Any required new window elements to match existing materials and profile, ensuring they are in operable condition and match approved paint palette.

Siding and Trim

- Retain, restore and repaint wooden brackets under eaves;
- Repair/patch deteriorated wood elements such as exposed rafter ends, fascias and bargeboards to match existing;
- Repair and restore horizontal lapped siding and twin-coursed shingles at the base of the house and under the front gable, to be painted as per proposed paint scheme;

Front Door

- Install a new west-facing front door, either replicated or salvaged. Front door should be solid wood and historically appropriate and should feature historically appropriate hardware. Refer to Vintage Woodworks of Victoria, BC for style ideas. Metal, vinyl, fibreglass or hardy plank are not acceptable materials for a replacement front door;

5.5 Cladding and Trim

Character-defining Elements	<ul style="list-style-type: none">• horizontal lapped wood siding• twin-coursed shingles under gable ends and at the foundation level• triangular eave brackets and overhanging eaves
Conservation Approach	Restoration
Description	<p>The Lee House is clad in horizontal lapped wood siding on the main body of the house and twin-coursed shingles under gable ends and at the foundation level. The siding appears to be in very good condition throughout with little evidence of damage or rot at the base.</p> <p>Damaged shingles are to be repaired, if possible or replaced with matching shingles in size and material. The siding is to be gently cleaned with water then repaired, patched, primed and painted to match existing paint palette. Missing or damaged window and door trim is to be installed matching original profiles where possible. Triangular eave brackets, original to the house, will be retained, repaired as needed, and painted to match exterior paint palette. Wooden fascia boards, soffits, rafter ends and bargeboards; damaged elements will be removed and repaired or replaced as needed. All wood work to be replicated to match original. The boards will be painted as per the approved paint schedule.</p>



Lapped wood siding, twin-coursed shingles and triangular eave brackets under the gable ends. Unsympathetic porch addition with railings in foreground to be removed.

5.6 Windows

Character-defining elements	<ul style="list-style-type: none"> • multi-paned double hung sash wood windows in single and double arrangements • Oversize double hung window added to front façade under roof gable
Conservation Approach	<p>Preservation - original wood frame windows</p> <p>Rehabilitation - repairing glass panes, replacing window under front gable</p>
Description	<p>The oversize window added under the front gable is to be removed and replaced with a smaller wood window. The replacement window could either be a salvaged wood window of the era or a new wood window.</p> <p>Multi-paned windows on all but the east elevation appear to be original; windows on second floor of east elevation have original wood trim and sash but appear to be newer sliders to be replaced with wood windows of the era to match original.</p> <p>Window condition is to be assessed before commencement of work to determine if windows can be restored or need to be replaced. Owner to consult a heritage wood window professional regarding the restoration of original windows as needed. If restored, all windows will be inspected for loose panes, cleaned and repaired as necessary. Window sash rehabilitation would involve repairing deteriorated wood windows and returning the windows to operational condition. Clean and repair original hardware.</p> <p>If it is not feasible to restore the existing windows, new windows should match existing in terms of material, style and profile thickness; their design should be sympathetic to the heritage character of the house.</p>



Window on east façade

5.7 Drainage

Character-defining elements	<ul style="list-style-type: none">• No specific character-defining element• Relates to the overall building by protecting, maintaining and stabilizing existing materials and integrity of the historic place while protecting its heritage value
Conservation Approach	Rehabilitation – drainage system of gutters and downspouts, but may be combined with Preservation of existing gutters
Description	A functioning drainage system is intended to convey water away from the house avoid moisture penetration. The concrete foundation appears to be intact with only a few visible cracks. If required, a drain tile system will be installed around the perimeter of the house to improve drainage. Venting of the basement/crawlspace would address potential condensation issues, to be determined by the project architect or contractor. A continuous aluminum gutter system and rain water leaders will be installed and will be painted to match the approved colour scheme of the house.



5.8 Exterior Paint

Character-defining elements	<ul style="list-style-type: none"> • No specific character-defining element • Relates to the overall building by protecting and maintaining exterior materials and integrity of the historic place while protecting its heritage value; enhancing aesthetic appeal of the house
Conservation Approach	Preservation
Description	<p>Painting of restored wood siding to be completed in accordance with Master Painters` Institute Specifications for a custom finish (one prime coat and two top coats). Siding to be cleaned using a gentle method (washing with a low pressure hose or a natural bristle brush), repaired and patched according to specifications, then sanded and primed prior to painting. A paint scraping was conducted to identify the historic paint colour, but there were no different colours underlying the existing paint.</p> <p>It is recommended that the Lee House be painted in the similar three colour paint palette to retain its historic aesthetic, with the window trim off-white, decorative shingles at the base and under the gable painted a grey-blue and the field colour a light grey. All paint is to be acrylic exterior latex. The proposed exterior paint palette is to be reviewed by Surrey Planning staff and the Surrey Heritage Advisory Committee.</p> <p>The proposed Benjamin Moore exterior colour scheme for the Lee House is close to original and is as follows:</p> <p>“Coventry Gray” HC-169 - Field colour, main exterior</p> <p>“Newburg Green” HC-158 – twin-coursed shingles under gable ends and at base of house</p> <p>“Cloud White” CC-40 – Wood trim for windows, brackets and bargeboards</p>



Paint scraping on weathered portion of facade

5.9 Interior Features

Character-defining elements	<ul style="list-style-type: none">• Fir tongue and groove floor boards• Stained wood wainscoting and coffered ceilings• Pebble stone (painted) wood burning fireplace in the living/dining room• Interior wood panel doors, wood mouldings and baseboards
Conservation Approach	Preservation
Description	<p>The interior of the Lee House, although small in area, retains much of its historic character, with wood floors, stained wood wainscoting, coffered ceilings, panelled doors, high baseboards and a pebble stone fireplace. These elements add to the unique character of the house and are typically valued by prospective owners. Although the conservation of interior elements is beyond the scope of this HRA, the owner is encouraged to retain and restore identified interior character-defining elements where feasible.</p>



Original wood panel door and door hardware in small bedroom



Coffered ceiling in living room



Painted pebble stone fireplace with insert and wood wainscoting in living room

6.0 CONCLUSION

The Lee House, although modest, is a valued heritage building associated with the residential development along Surrey's historic Crescent Road corridor. This Heritage Conservation Plan provides guidelines and recommendations to rehabilitate and extend the life of the Lee House. The Conservation Plan will be used to inform a proposed Heritage Revitalization Agreement for the property.

Recommendations contained in the Heritage Conservation Plan include the rehabilitation and restoration of character-defining elements and significant architectural features of the Lee House. It is proposed that the western portion of the front porch be removed and the front entry be reconfigured to an era appropriate design. Otherwise, a minimal intervention approach is proposed to conserve the exterior and any new work will respect the historic fabric and character of the building. Once the conservation is complete, the Lee House will be an asset to the historic Elgin neighbourhood of Surrey.

6.1 Maintenance Schedule

A maintenance plan for the Lee House should be implemented by the property owner to ensure the building's long term protection. The plan should include a list of routine tasks such as periodic inspections, proposed non-invasive cleaning methods and minor repairs, identifying elements needing replacement on an as needed basis. It is recommended that a list of routine activities be recorded and a log kept recording dates when actions were completed. The log could also include receipts, photographs, an inspection checklist and commentary on the maintenance plan.

6.2 Heritage Reviews

All construction will be in compliance with *Standards and Guidelines for the Conservation of Historic Places in Canada* and *WorkSafe BC* regulations. A heritage professional should be retained to review and comment on the heritage conservation work detailed in this Heritage Conservation Plan to ensure its conformity with stated regulations.

Specific areas to be considered for review could include:

- window treatments, including the installation of dual panes of glass in existing wood windows and possible installation of metal flashing over the wood frame windows,
- proposed historic paint schedule for the house,
- treatment of the new front stairs and porch entry area, and
- selection of metal roof profile and colour to complement the historic character of the house.

6.3 References

“Standards and Guidelines for the Conservation of Historic Places in Canada”, Parks Canada (2010).

Preservation Brief No. 2: Repointing Mortar Joints in Historic Masonry Buildings, National Parks Service Technical Preservation Series.

Preservation Brief No. 9: The repair of Historic Wooden Windows, National Parks Service technical Preservation Series.

British Columbia Vital Events

Lee, John, died March 11, 1962 age 74, Vancouver. Reg. #1962-09-003488

Lee, Rose, died December 15, 1959, age 69, White Rock. Reg. #1959-09-014516

Lee, John and Rose, Registration of Marriage, September 10, 1923, Re. #1923-09-262042

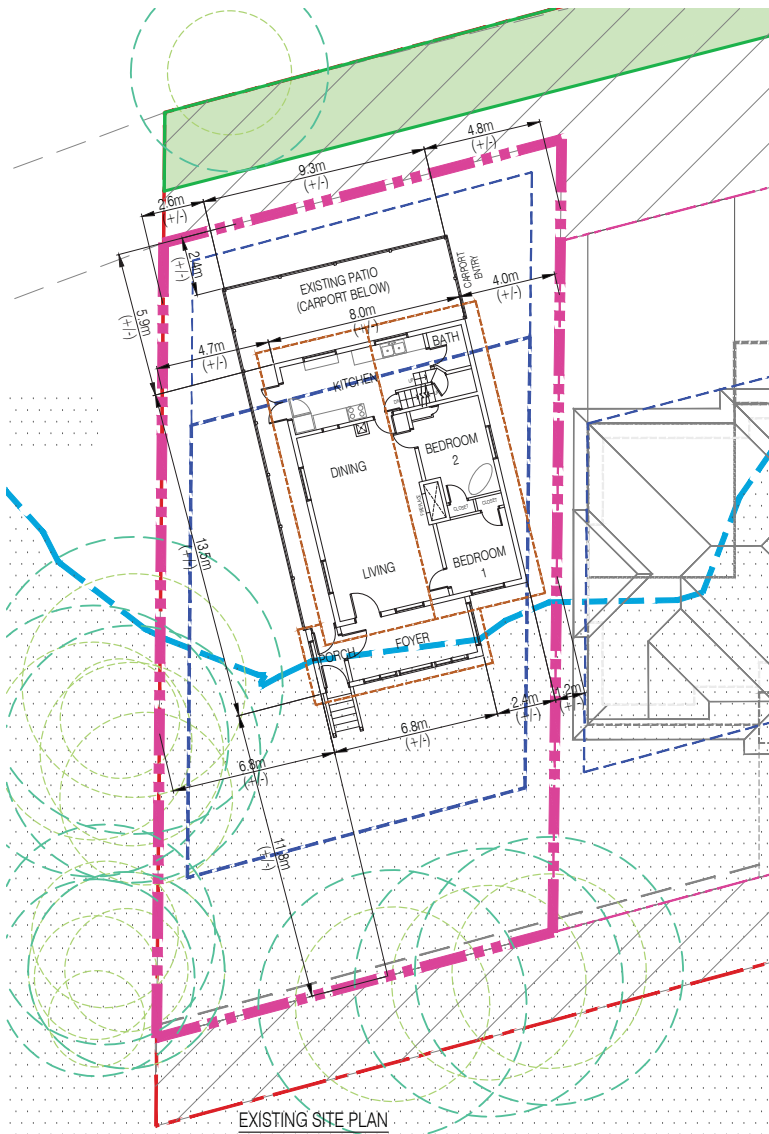
6.4 Variation to By-Laws

1. Section F “Yards and Setbacks” of Part 16 Single Family Residential Zone of the City of Surrey Zoning By-law 1993 No. 12000 as amended is varied or supplemented as follows:

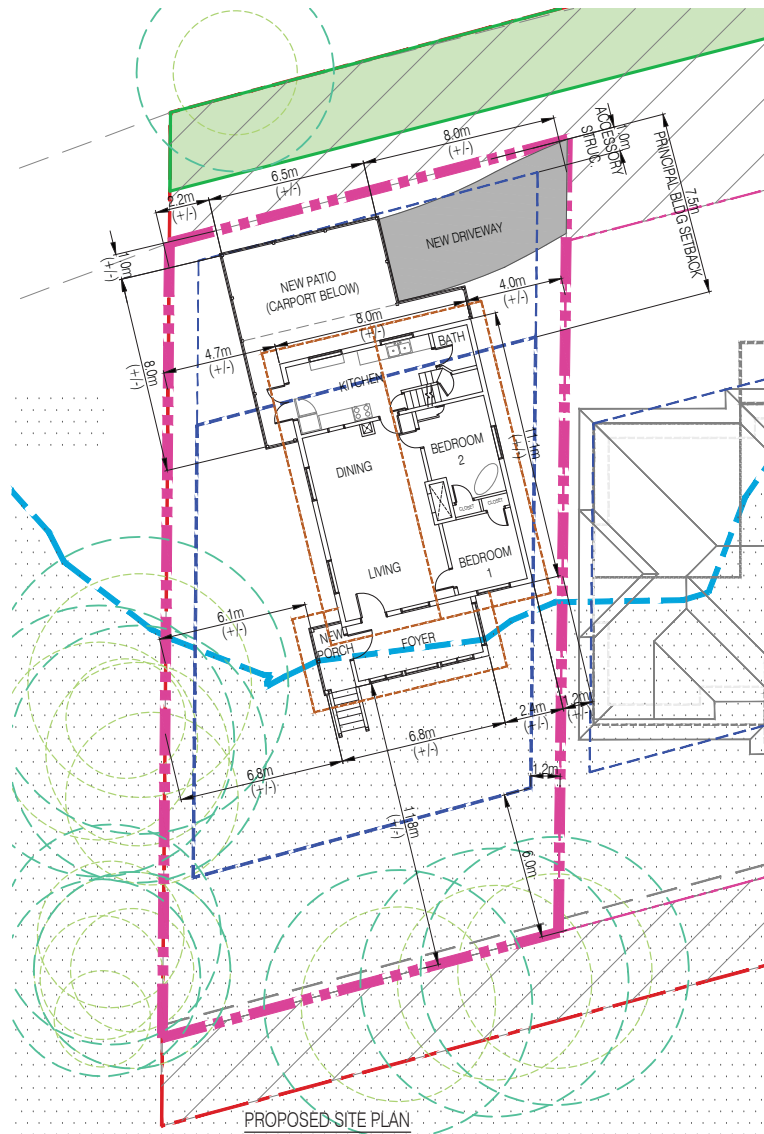
The minimum *rear yard setback* for the principle building on Lot 1 is reduced from 7.5 metres (25 ft.) to 1.0 metre (3 ft.) to allow construction of a carport in the rear yard.

APPENDIX "A"







EXISTING AND PROPOSED ARCHITECTURAL DRAWINGS
Aplin & Martin Consultants Ltd.



EXISTING SITE PLAN



PROPOSED SITE PLAN

-  PROPERTY LINE
-  BUILDING SETBACK LINE
-  TREE PROTECTION ZONE
+ 1.5m EXCAVATION
BUFFER ZONE
-  ROAD RIGHT-OF-WAY
DEDICATION
-  EX. ELEVATION ABOVE
FLOOD PLAIN (3.3m)
-  LANDSCAPE BUFFER

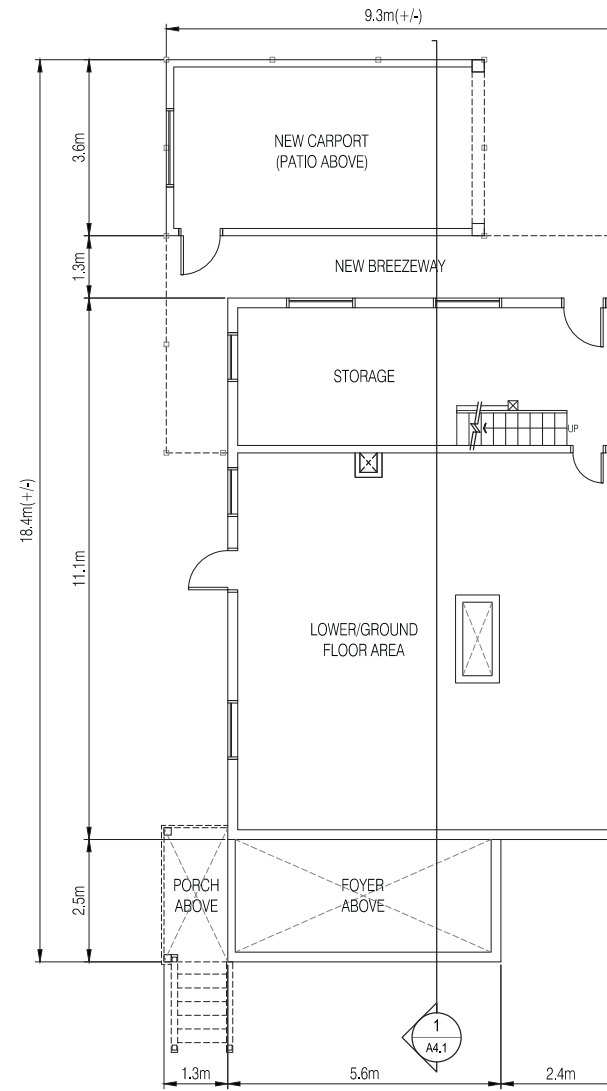
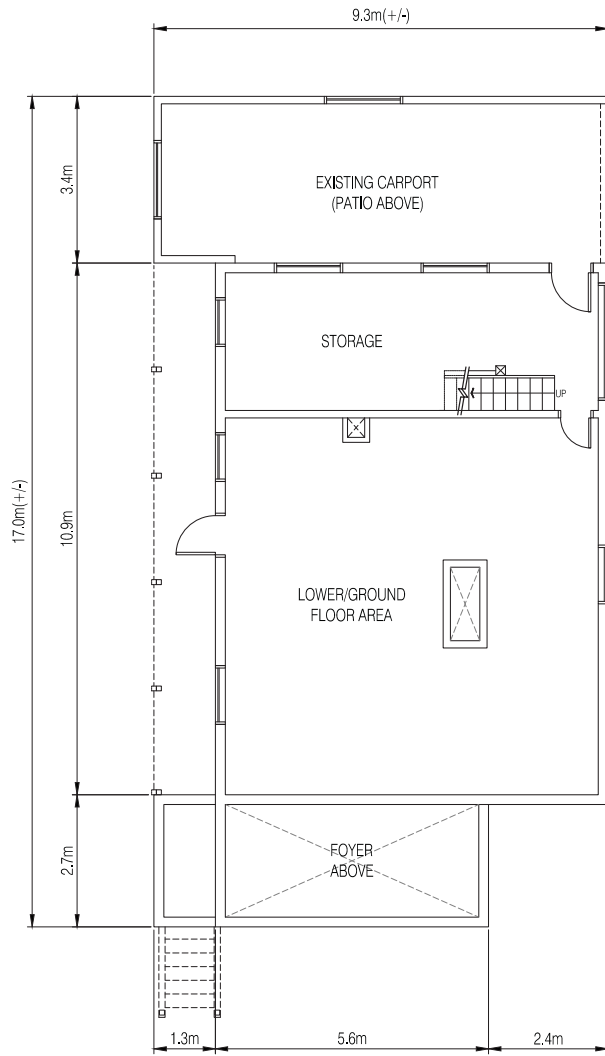


PROJECT: **HERITAGE HOUSE - RESTORATION**
BRASS BOUND VENTURES LTD
 13991 CRESCENT ROAD, SURREY, BC
 SHEET TITLE: **SITE PLAN - EXISTING & PROPOSED**

DATE: JUN.05.2017
 SCALE: NTS
 DRAWN: AC
 REVIEWED: AI



PROJECT NO.
15-574
 DRAWING NO.
A1.1

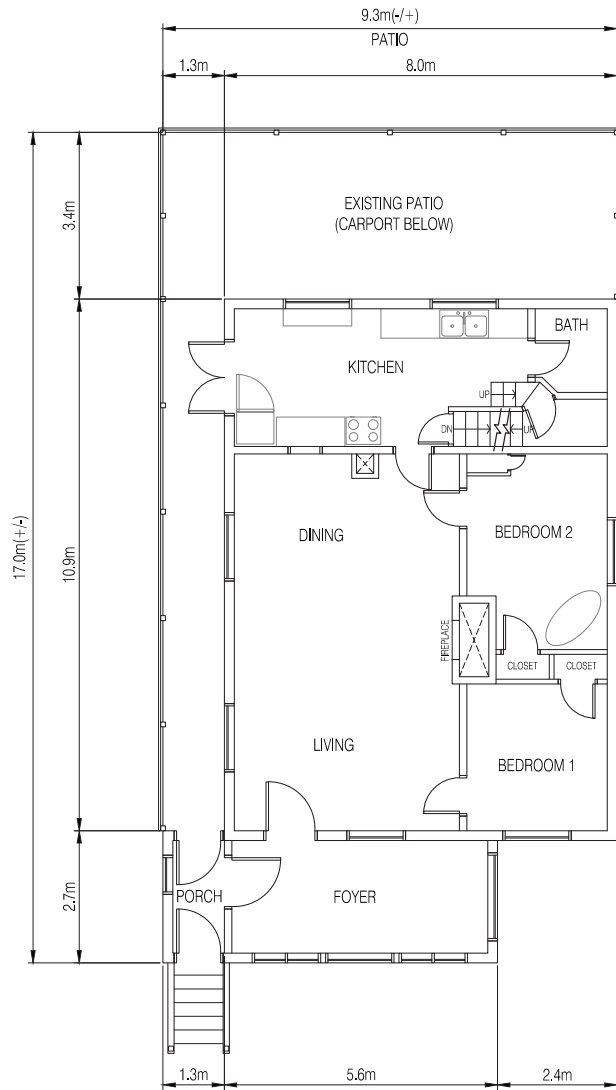


PROJECT: **HERITAGE HOUSE - RESTORATION**
BRASS BOUND VENTURES LTD
 13991 CRESCENT ROAD, SURREY, BC
 SHEET TITLE: GROUND FLOOR PLAN - EXISTING & PROPOSED

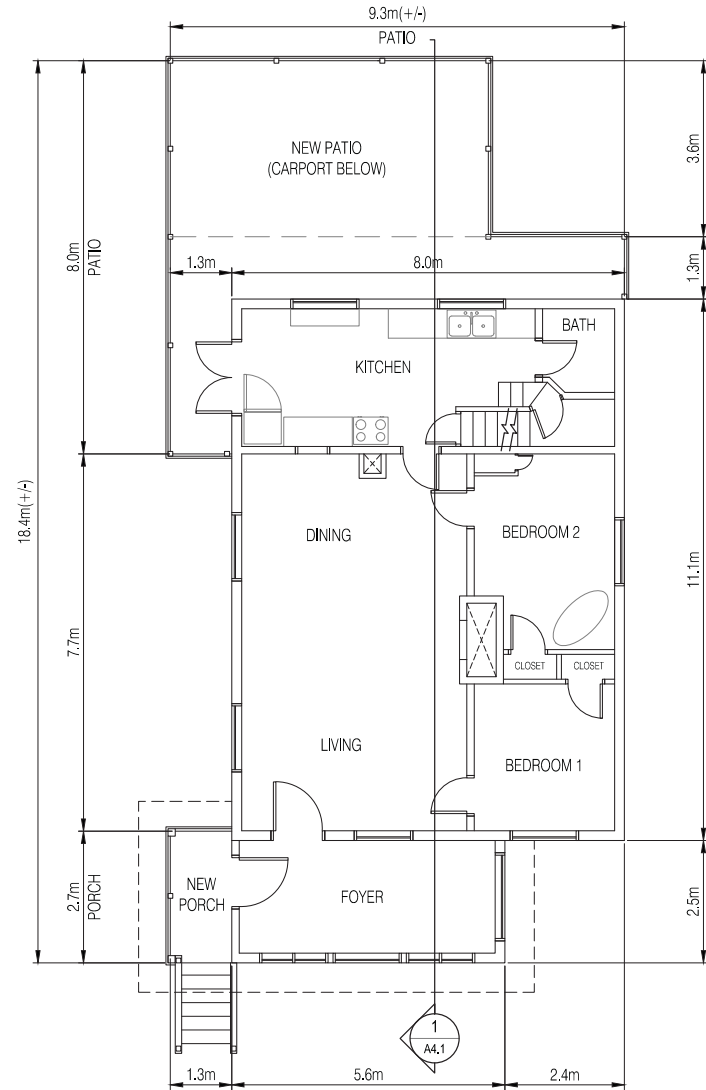
DATE: JUN.05.2017
 SCALE: NTS
 DRAWN: AC
 REVIEWED: AI

PROJECT NO.
15-574
 DRAWING NO.
A2.1





EXISTING MAIN FLOOR PLAN



PROPOSED MAIN FLOOR PLAN

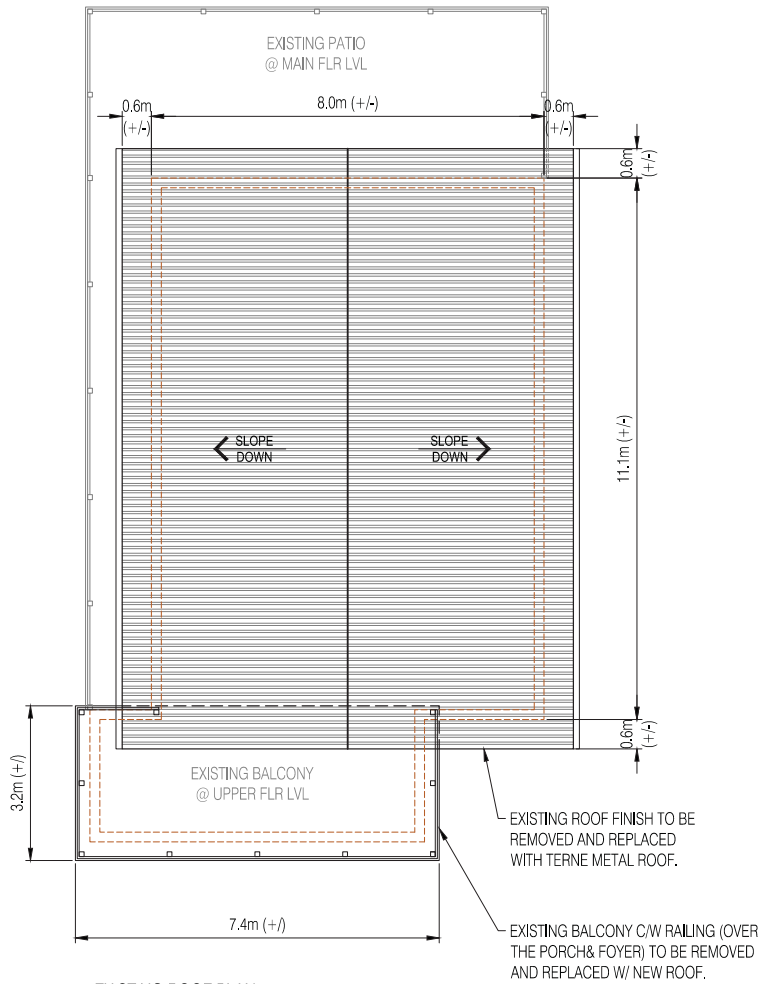


PROJECT: **HERITAGE HOUSE - RESTORATION**
BRASS BOUND VENTURES LTD
 13991 CRESCENT ROAD, SURREY, BC
 SHEET TITLE: MAIN FLOOR PLAN - EXISTING & PROPOSED

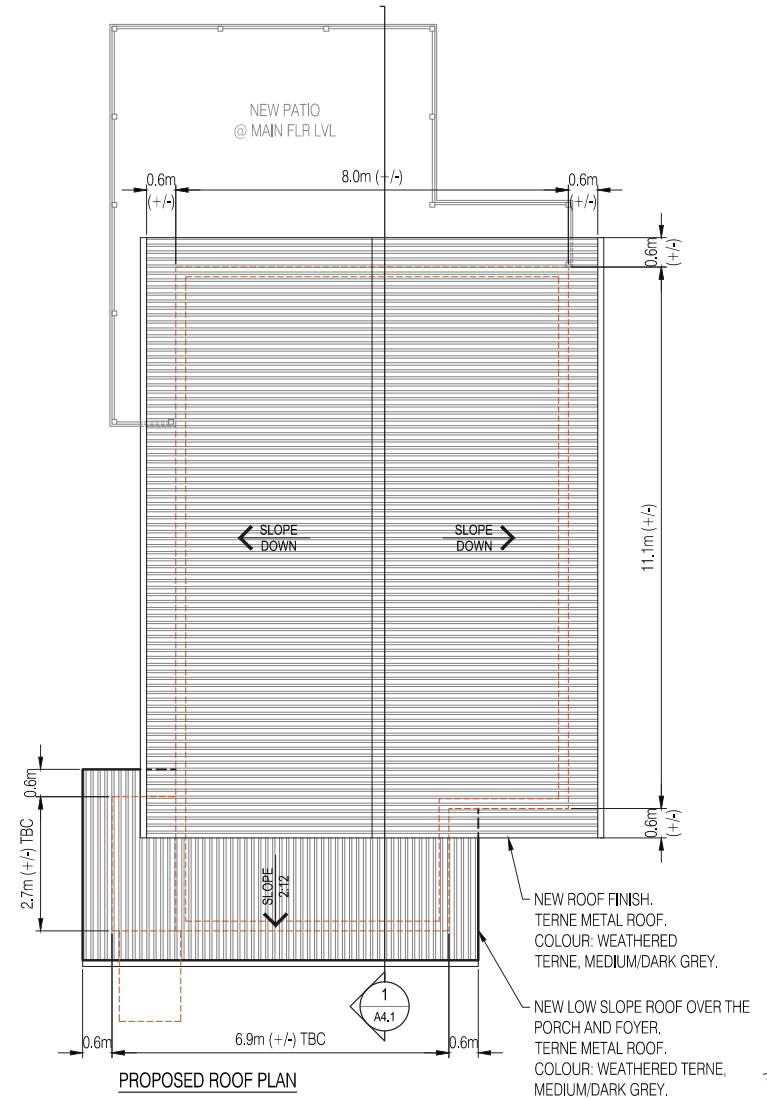
DATE: JUN.05.2017
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 REVIEWED: AI



PROJECT NO.
15-574
 DRAWING NO.
A2.2



EXISTING ROOF PLAN



PROPOSED ROOF PLAN

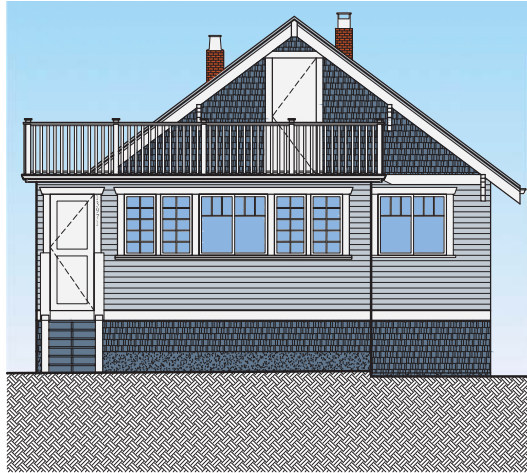


PROJECT: **HERITAGE HOUSE - RESTORATION**
BRASS BOUND VENTURES LTD
 13991 CRESCENT ROAD, SURREY, BC
 SHEET TITLE: ROOF PLAN - EXISTING & PROPOSED

DATE: JUN.05.2017
 SCALE: NTS
 DRAWN: AC
 REVIEWED: AI

PROJECT NO.
15-574
 DRAWING NO.
A2.3

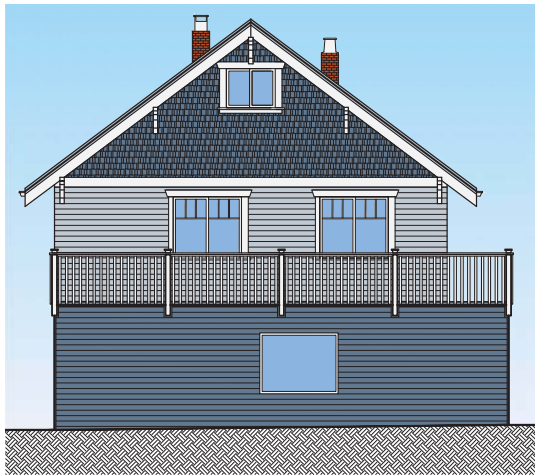




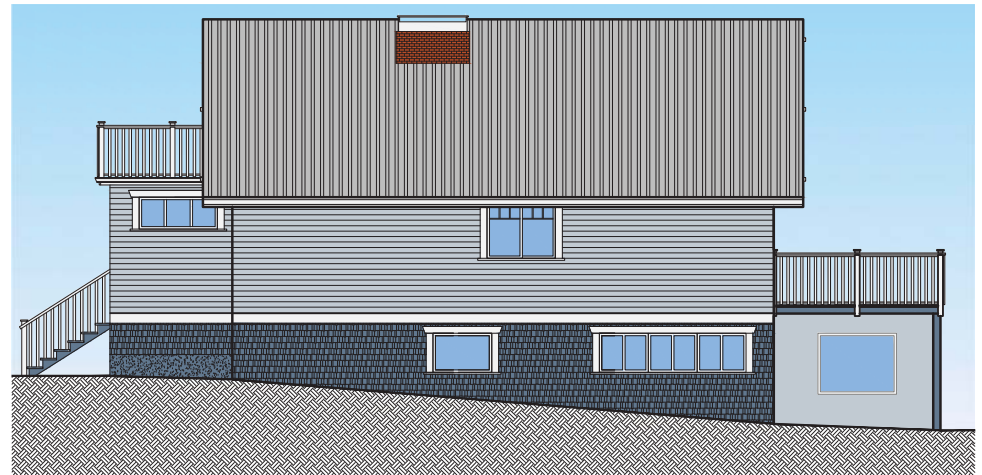
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WEST ELEVATION - EXISTING



NORTH ELEVATION - EXISTING



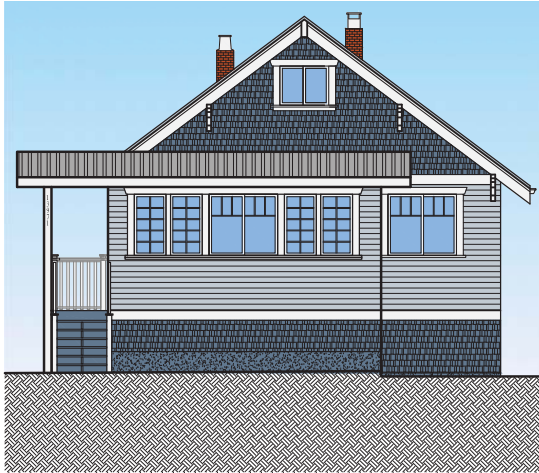
EAST ELEVATION - EXISTING



PROJECT: **HERITAGE HOUSE - RESTORATION**
BRASS BOUND VENTURES LTD
 13991 CRESCENT ROAD, SURREY, BC
 SHEET TITLE: EXISTING EXTERIOR ELEVATIONS

DATE: JUN.05.2017
 SCALE: NTS
 DRAWN: AC
 REVIEWED: AJ

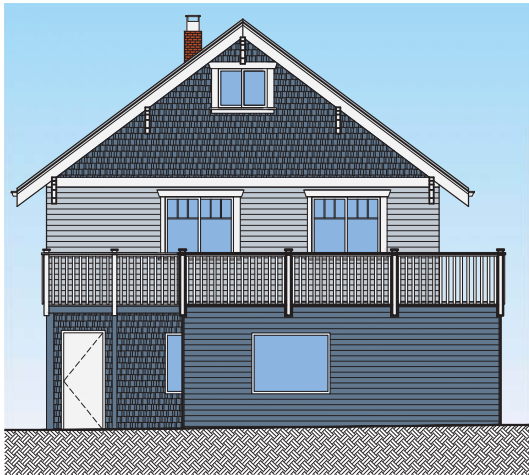
PROJECT NO.
15-574
 DRAWING NO.
A3.1



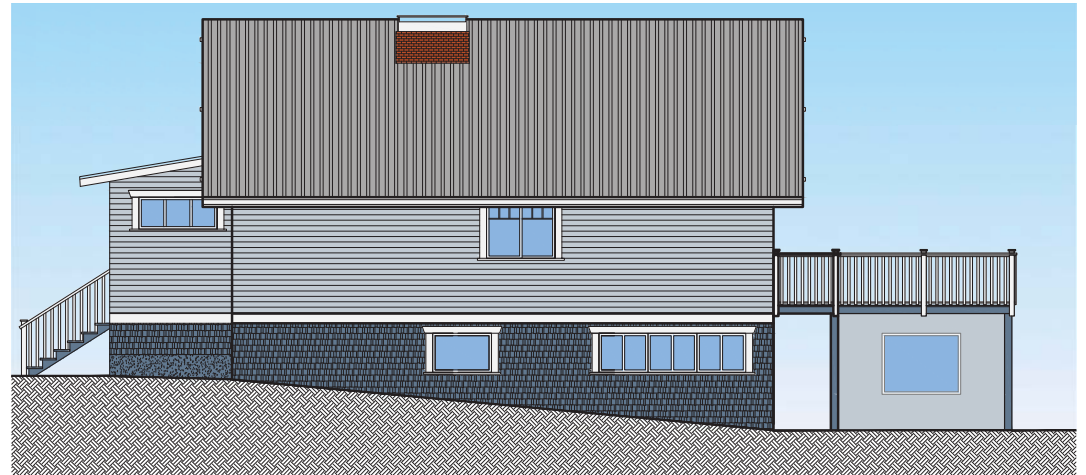
SOUTH ELEVATION - PROPOSED



WEST ELEVATION - PROPOSED



NORTH ELEVATION - PROPOSED



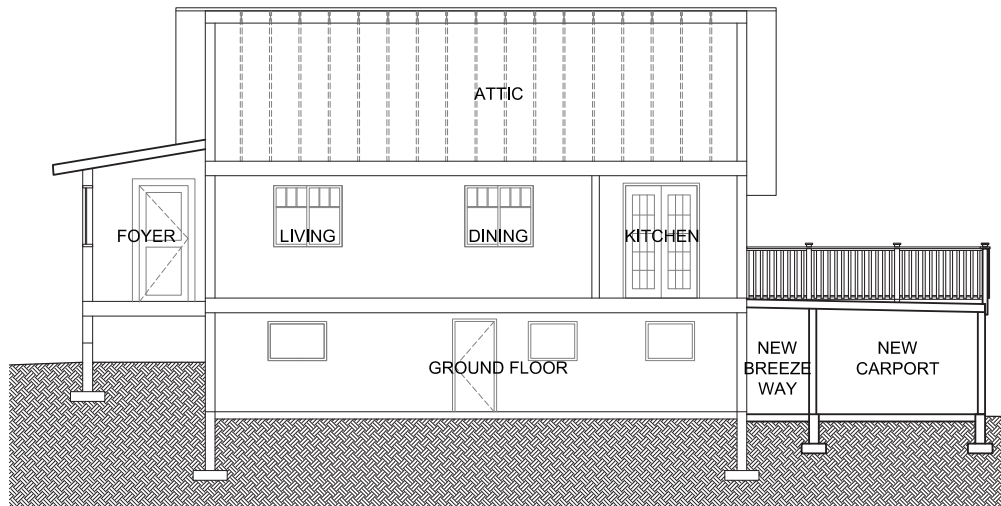
EAST ELEVATION - PROPOSED



PROJECT: **HERITAGE HOUSE - RESTORATION**
BRASS BOUND VENTURES LTD
 13991 CRESCENT ROAD, SURREY, BC
 SHEET TITLE: PROPOSED EXTERIOR ELEVATIONS

DATE: JUN.05.2017
 SCALE: NTS
 DRAWN: AC
 REVIEWED: AI

PROJECT NO.
15-574
 DRAWING NO.
A3.2



PROJECT: **HERITAGE HOUSE - RESTORATION**
BRASS BOUND VENTURES LTD
 13991 CRESCENT ROAD, SURREY, BC
 SHEET TITLE: PROPOSED BUILDING SECTION

DATE: JUN.05.2017
 SCALE: NTS
 DRAWN: AC
 REVIEWED: AI

PROJECT NO.
15-574
 DRAWING NO.
A4.1

APPENDIX "B"

ADDITIONAL INFORMATION ON ORIGINAL OWNER

John Lee (1887-1962) was born in Surrey, England October 5, 1887 and immigrated to Canada in 1905 at aged 17. It is reported that he found employment as a fisherman in 1908 and worked in that profession for almost 40 years, employed by BC Packers. He also held a set claim on the Nikomekl River and built a small fishing shack on pilings near his house from where he fished for salmon. Although Lee never became a prominent citizen, he represented the early pioneers of Surrey who found gainful employment from the natural bounty of the area.

John Lee married Rose Rice (1890-1959) on September 6, 1923 at Christ Church Surrey Centre, the first church built in Surrey (1884) located on Old McLellan Road. As Rose was also born in Surrey, England (June 7, 1890), the Rice and Lee families may have known each other in England. Rose arrived at age 33 in Canada prior to her marriage to John Lee. Albert McBride (b.1890) a well known South Surrey resident was a witness at the Lee's wedding and a good friend of the Lee family for many years.

John Lee acquired property at 13971 Crescent Road portioned off in 1926 from the extensive Stewart Farm holdings. John Stewart was a successful farmer and Alderman in South Surrey and owned property directly west of Lee on Crescent Road. Lee built a modest bungalow shortly afterward he acquired the property and he and Rose resided on the property for many years. They later constructed a second house on the property (addressed as 13991 Crescent Road). The lot was not formally subdivided and a permit never taken out for the house so the date of construction is not known.

John and Rose had one daughter, Myrtle Harriet Jane Lee, who married John Ambrose Mummery (1923-1993), a mechanic. Myrtle and John had two children, Gary Arthur Mummery and Gail Lee Mummery. John and Rose Lee constructed a house addressed as 13991 Crescent Road for their daughter and son-in-law. The date of construction is not known as a building permit was not issued for this property. Both houses are located primarily within the 200 year floodplain of the Nicomekl River. John resided at 13991 Crescent Road until about 1968 when the couple separated. Myrtle resided in the house at 13991 Crescent Road continuously from the early 1960's until 1995. Myrtle's occupation for many years was listed as a flower grader at Trommel Greenhouses in Cloverdale. It is worth noting that a Lee family member continuously resided on the 13971-13991 Crescent Road property for almost 70 years.

John Lee died at age 74 on March 11, 1962 at Shaughnessy Hospital in Vancouver as a result of pneumonia and aortic stenosis. At the time of death, his address was given as 13971 Crescent Road in Surrey. Rose predeceased her husband, passing away on December 15, 1959 at age 69. The cause of her death was given as bronchial pneumonia and congestive heart failure. Both John and Rose were cremated at the Vancouver Crematorium.