

City of Surrey
PLANNING & DEVELOPMENT REPORT

File: 7916-0311-00

Planning Report Date: December 18, 2017

PROPOSAL:

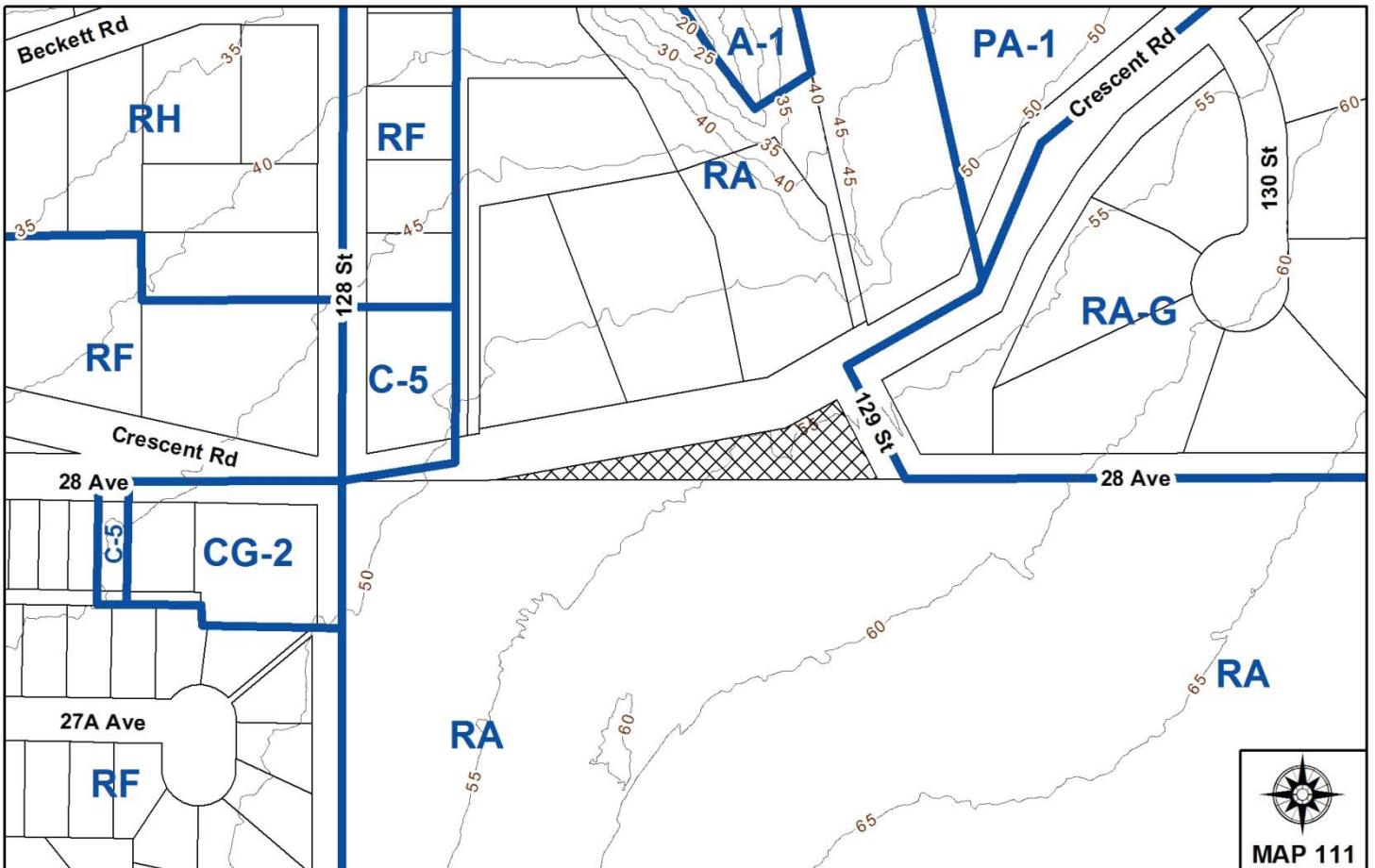
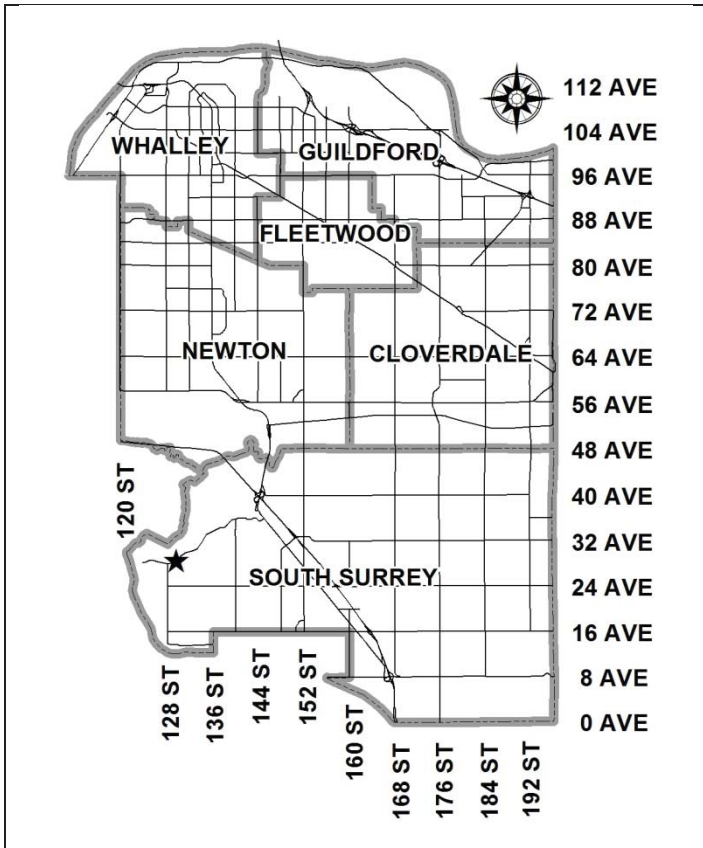
- **Heritage Revitalization Agreement**

to facilitate the restoration and long term protection of the H.C. Major House (Brynjolfson Residence).

LOCATION: 12876 - Crescent Road

ZONING: RA

OCP DESIGNATION: Suburban



RECOMMENDATION SUMMARY

- By-law Introduction and set date for Public Hearing for Heritage Revitalization Agreement (HRA).

DEVIATION FROM PLANS, POLICIES OR REGULATIONS

- Through the HRA, the applicant is proposing to:
 - Allow for two single family dwellings on the property, including the existing heritage house; and
 - Reduce the required setbacks under the "One-Acre Residential Zone (RA)".

RATIONALE OF RECOMMENDATION

- The applicant is proposing to retain the H.C. Major House (Brynjolfson Residence) heritage building.
- The HRA will contribute to the City's goal of promoting the long term preservation of the City's heritage properties.
- The Heritage Advisory Commission supports the proposed HRA.

RECOMMENDATION

The Planning & Development Department recommends that:

1. 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 H.C. Major House (Brynjolfson Residence) property at 12876 - Crescent Road.
2. 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) applicant is to enter into an agreement to purchase a portion of City owned parkland at 2610 - 128 Street and to sell a portion of 12876 - Crescent Road to the City to be used for park purposes; and
 - (e) registration of a Section 219 Restrictive Covenant on title for tree protection on the subject site.

REFERRALS

Engineering:	The Engineering Department has no objection to the project subject to the completion of Engineering servicing requirements as outlined in Appendix III.
Parks, Recreation & Culture:	Parks requires all fencing adjacent to the parkland to be permeable, located on private property, and not higher than 1.2 metres (4 ft.).
Heritage Advisory Commission (HAC):	At the November 22, 2017 meeting, the HAC recommended that the subject HRA be forwarded to Council for consideration and that Council support the proposed renaming of the property from H.C. Major House to the Brynjolfson Residence.

SITE CHARACTERISTICS

Existing Land Use: Historic single family dwelling on Surrey's Community Heritage Register.

Adjacent Area:

Direction	Existing Use	OCP Designation	Existing Zone
North (Across Crescent Road):	Single family dwellings.	Suburban	RA
East (Across 129 Street):	City greenbelt.	Suburban / Suburban	RA-G
South:	Crescent Park.	Conservation and Recreation	RA

DEVELOPMENT CONSIDERATIONS

- The subject property is located adjacent to Crescent Park in South Surrey. The property is designated "Suburban" in the Official Community Plan (OCP) and is zoned "One Acre Residential Zone (RA)".
- The lot is approximately 2,110 square metres (0.5 acres) in area and is triangular in shape.

Heritage Background and Significance

- Constructed in 1922, the H.C. Major House (Brynjolfson Residence) is valued for its association with the interwar development of the Crescent Beach area of Surrey and for its Craftsman style of architecture. The modern development of Crescent Beach is linked to its transportation connections to the remainder of Surrey and the Lower Mainland. The Great Northern Railway improved access to the area with its new service in 1909 and Crescent Road provided further access after a series of improvements in the 1910s and 1920s. As the accessibility of Crescent Beach increased, so too did the construction of summer homes, and eventually permanent residences.
- Native Icelander, Sveinn Brynjolfson, a farmer and building contractor, acquired property along Crescent Road in 1908 and constructed this home in 1922, which enjoyed convenient access to the heart of the community, closer to the waterfront. The house was subsequently sold to H.C. Major, the dwelling's current namesake, in 1930.
- The Brynjolfson Residence is also significant for its Craftsman style of architecture. The Craftsman style, derived from the Arts and Crafts movement, was characterized by the use of local, natural materials and was especially popular in the Lower Mainland during the early twentieth century. Craftsman houses remained popular during the interwar years, which tended to be a time of traditionalism in residential architecture, hearkening back to the domestic values and ideals of an earlier age. The house features a side gabled roof with exposed purlins and raftertails, a variety of siding types, and granite foundation.

- The existing dwelling on the subject property has been listed on the Surrey Community Heritage Register since 2000 as the H.C. Major House. At the November 22, 2017 meeting, Surrey's Heritage Advisory Commission recommended that Council support the renaming of the dwelling from the H.C. Major House to the Brynjolfson Residence to reflect the name of the original owner of the property. If supported, the renaming of the property will take effect once the November 22, 2017 HAC meeting minutes are adopted by Council.

Heritage Revitalization Agreement

- Under the proposed Heritage Revitalization Agreement (HRA), the existing heritage building will be retained and a second dwelling will be permitted on the subject property. The intent of an HRA is to protect properties on the register as part of development to ensure the long-term conservation of the City's heritage stock.
- The HRA proposes to:
 - permit a second dwelling on the subject property;
 - permit variances to building setbacks required under the "One Acre Residential Zone (RA)" for both the heritage house and the proposed second dwelling;
 - keep the heritage house on the original foundation;
 - clean and repair chimneys as required using historically accurate lime-based mortar colour and temper;
 - retain the existing wood detailing, including open soffits with exposed purlins and exposed raftertails, and restore as required;
 - retain the wooden doors with multi-pane central lights and restore as required; and
 - retain interior elements including fir wood floors, wood paneling, and built in cabinetry in the living room and bedroom and shall be restored as required.
- The proposed HRA prescribes the terms and conditions of continued protection for the heritage value and heritage character of the dwelling (Appendix V). The property owner will 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 HRA by-law being adopted.

Proposed Development

- The proposed HRA allows for two single family dwellings on the subject property, as well as variances to the required setbacks under the "One Acre Residential Zone (RA)".

- The applicant is proposing to retain the existing heritage home, H.C. Major House (Brynjolfson Residence), and construct a second dwelling on the subject site. The heritage house is approximately 148 square metres (1,592 sq. ft.) in area and the second dwelling is proposed to be approximately 320 square metres (3,445 sq. ft.) in total floor area. General building design and cladding materials for the second dwelling are shown in Appendix A-1 of the HRA (entire HRA document attached to this report as Appendix V).
- The RA Zone does not have a Floor Area Ratio requirement; however, it does limit buildable area to 20% lot coverage. Taken together the two dwellings have an approximate site coverage of 310 square metres (3,337 sq. ft.), which accounts for 14.7% of the lot.
- The siting of the heritage house and proposed dwelling do not comply with the setbacks prescribed under the RA Zone, therefore, the applicant is seeking the following variances through the HRA:
 - Reduce the minimum rear yard setback (west) for the heritage house from 7.5 metres [25 ft.] to 4.8 metres [16 ft.];
 - Reduce the minimum side yard setback on flanking street (north) for the heritage house is reduced from 7.5 metres [25 ft.] to 1.7 metres [6 ft.];
 - Reduce the minimum front yard setback for the second dwelling from 7.5 metres [25 ft.] to 3.6 metres [12 ft.]; and
 - Reduce the minimum side yard setback on flanking street (north) for the second dwelling from 7.5 metres [25 ft.] to 6.0 metres [20 ft.].
- In order to accommodate the proposed development, the property owner will sell 560 square metres (6,027 sq. ft.) from the western portion of the subject lot to the City, which will be incorporated into Crescent Park. The City, in turn, will sell an equal area from an unopened road allowance that is adjacent to Crescent Park to the property owner, which will be added to the southern portion of the subject lot.
- As part of the development application, the property owners will access the lot from 129 Street and remove the existing access to the south of their property, which runs through Crescent Park.

PRE-NOTIFICATION

- Pre-notification letters were sent on August 11, 2016 to 40 property owners with lots within 100 metres (328 ft.) of the subject property, as well as the Ocean Park Business Association and the Ocean Park Community Association. A Development Proposal Sign was installed along the side lot line fronting Crescent Road on August 17, 2016.
 - One (1) correspondence was received by a neighbour expressing the concern that a new dwelling at 12876 Crescent Road would alter the Fengshui of their lot. They requested that a triangular shaped roof top not be pointed directly at the main door of the house and the main gate of the property.

(At the time of the receiving the correspondence, staff did not have building plans for the subject property and was not able to provide any detailed information regarding the roof layout.

It is noted that the proposed second dwelling is to be craftsmen style, which is complementary to the existing heritage house on site. The craftsmen style is denoted by triangular roof peaks, and given constraint of the site, the siting options to avoid this issue are limited.)

TREES

- Vanessa Melney, ISA Certified Arborist of Mike Fadum and Associates Ltd., 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
Alder and Cottonwood Trees			
Alder / Cottonwood	4	3	1
Deciduous Trees (excluding Alder and Cottonwood Trees)			
Norway Maple	1	0	1
Serviceberry	1	0	1
Coniferous Trees			
Deodar Cedar	2	0	2
Douglas Fir	4	2	2
Falsecypress	5	5	0
Pine	1	0	1
Western Red Cedar	9	0	9
Total (excluding Alder and Cottonwood Trees)	23	7	16
Total Replacement Trees Proposed (excluding Boulevard Street Trees)		0	
Total Retained and Replacement Trees		16	
Contribution to the Green City Fund		\$4,400	

- The Arborist Assessment states that there are a total of 23 protected trees on the site, excluding Alder and Cottonwood trees. Four (4) existing trees, approximately 15% of the total trees on the site, are Alder and Cottonwood trees. It was determined that 16 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 proposed front and side yard setbacks need to be reduced in order to maximize tree preservation on the site (see Proposed Development in Development Consideration section). A No-Build restrictive covenant will be required to identify the tree preservation area.
- For those trees that cannot be retained, the applicant will be required to plant trees on a 1 to 1 replacement ratio for Alder and Cottonwood trees, and a 2 to 1 replacement ratio for all other trees. This will require a total of 17 replacement trees on the site. Since no replacement trees can be accommodated on the site, the deficit of 17 replacement trees will require a cash-in-lieu payment of \$6,800, representing \$400 per tree, to the Green City Fund, in accordance with the City's Tree Protection By-law.
- In summary, a total of 16 trees are proposed to be retained on the site with a contribution of \$6,800 to the Green City Fund.

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.	Summary of Tree Survey and Tree Preservation
Appendix V.	Heritage Revitalization Agreement

original signed by Ron Hintsche

Jean Lamontagne
General Manager
Planning and Development

ARR/da

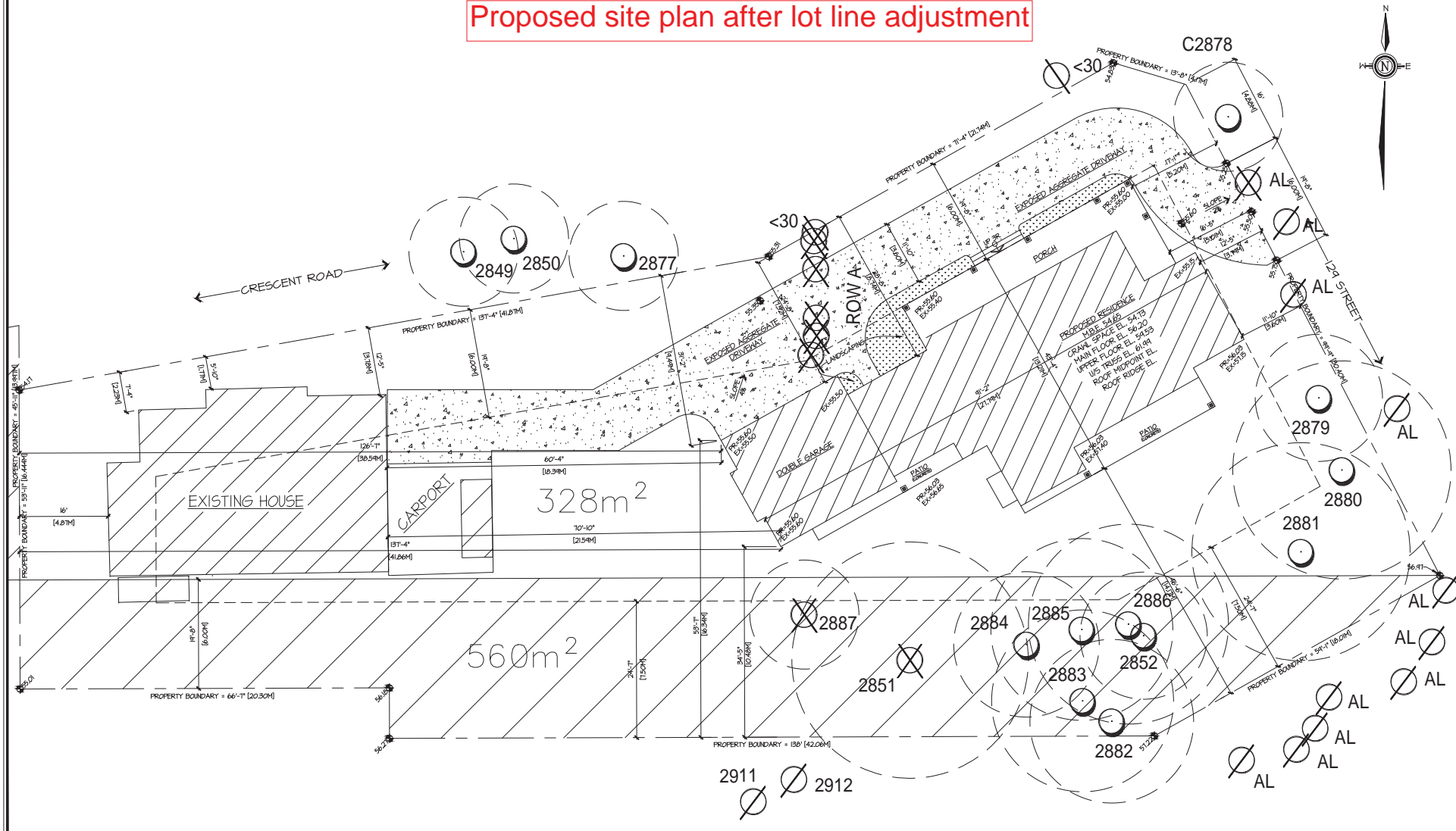
APPENDIX I HAS BEEN
REMOVED AS IT CONTAINS
CONFIDENTIAL INFORMATION

MULTIPLE BUILDINGS DATA SHEET

Existing Zoning: RA

Required Development Data	Heritage House	Second Dwelling
TOTAL LOT AREA	2,110 square metres (27,711 sq. ft.)	
SETBACK		
Front	52 metres (171 ft.)	3.6 metres (12 ft.)
Rear	4.9 metres (16 ft.)	41.9 metres (137 ft.)
Side #1 (N)	1.7 metres (6 ft.)	6 metres (20 ft.)
Side #2 (S)	6 metres (20 ft.)	10.5 metres (35 ft.)
BUILDING HEIGHT	5.5 metres (18 ft.) / 1 storey	8.5 metres (28 ft.) / 2 storeys
TOTAL FLOOR AREA	148 square metres (1,592 sq. ft.)	320 square metres (3,445 sq. ft.)
LOT COVERAGE (in % of net lot area)	7%	7.7%

Proposed site plan after lot line adjustment



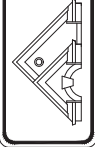
SITE PLAN
(1/8" = 1'-0")

Ø 20

NOTE: THESE DRAWINGS CONFORM TO BCBC 2012 EDITION
Do not scale prints as reproduction can cause distortion in printed copy.

8130 - 168 B STREET, SURREY, B.C. V4N 5E4
PHONE: (604) 575-1281 FAX: (604) 575-1289

L.G. BURTON DESIGN
Custom Design, Renovations & Stock Plans



PROJECT:
PAINTER RESIDENCE AT
12810 CRESCENT ROAD
SURREY, B.C.

TITLE:
SITE PLAN
DRAWING NO. M3014
DATE: _____
AMBIT: _____
DRAWN: _____
SCALE: _____
CHECKED: _____
SHEET: _____ OF _____

INTER-OFFICE MEMO

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

FROM: Development Services Manager, Engineering Department

DATE: February 14, 2017 **PROJECT FILE:** 7816-0311-00

RE: Engineering Requirements
Location: 12876 Crescent Road

SUBDIVISION

Property and Right-of-Way Requirements

- Dedicate 3.442 m on Crescent Road for ultimate 27.0 m Arterial Road allowance
- Dedicate 3.0 m x 3.0 m corner cut at Crescent Road and 129 Street.

Works and Services

- Construct 129 Street with minimum 6.6 m pavement width.
- Confirm downstream drainage system capacity, upgrade if required.
- Construct onsite detention and sustainable drainage works as specified in the Ocean-Bluff Chantrell Creek ISMP.
- Construct water, sanitary and storm service connections to service the residential lot.

A Servicing Agreement is required prior to Subdivision.

HERITAGE REVITALIZATION AGREEMENT

There are no engineering requirements relative to issuance of the Heritage Revitalization Agreement.



Rémi Dubé, P.Eng.
Development Services Manager

IK1

Tree Preservation Summary

Surrey Project No: 16 – 0311- 00


Address: 12876 Crescent Road, Surrey

Registered Arborist: Vanessa Melney

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)	27
Protected Trees to be Removed	10
Protected Trees to be Retained (excluding trees within proposed open space or riparian areas)	17
Total Replacement Trees Required: - Alder & Cottonwood Trees Requiring 1 to 1 Replacement Ratio 3 X one (1) = 3 - All other Trees Requiring 2 to 1 Replacement Ratio 7 X two (2) = 14	17
Replacement Trees Proposed	TBD
Replacement Trees in Deficit	TBD
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	0
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 0 X two (2) = 0	NA
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: December 1, 2017
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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: 011-146-974
 Lot 2 Section 20 Township 1 New Westminster District Plan 5724

12876 - Crescent Road

(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:

TIMOTHY ALAN PAINTER AND SARA MELISSA
MCCORMACK
12876 Crescent Road
Surrey, British Columbia V4P 1J8

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation,
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: 011-146-974
Lot 2 Section 20 Township 1 New Westminster District Plan 5724

12876 - Crescent Road

(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");
- G. The improvements or features identified in the Conservation Plan as the Brynjolfson Residence (the " Heritage House") is listed on the Surrey Heritage Register and the Owner and the City consider that the Heritage House has *heritage value* and *heritage character* such that all provisions of this Agreement applicable to the Lands also apply to the Heritage House;
- H. In addition to providing for the conservation of the Lands and the Heritage House, the Owner and the City have agreed to allow for a second dwelling (the " Second House") to be constructed on the Lands; and
- I. The Lands are subject to variances contained in Appendix "B".

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

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

2. The Owner covenants and agrees that:
- (a) No improvements on the Lands identified in the Conservation Plan as having *heritage value* or *heritage character* shall be *altered*, including alterations required or authorized by this Agreement, except as agreed to in writing by the City.
 - (b) Each action of restoration, rehabilitation, replication, repair, replacement or maintenance required by Parts I, II, and III of the Conservation Plan shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out the Conservation Plan.
 - (c) All improvements identified in the Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the Conservation Plan.
 - (d) In the event the Heritage 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 Heritage 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 Heritage House. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The restoration of the Heritage House shall reflect the character-defining elements and design components including, but not limited to: location along Crescent Road in the Crescent Beach area of Surrey; wood-frame construction with stone foundation and combination of lapped and shingle cladding; residential form, scale and massing as expressed by its one-storey height with gabled roofline; Craftsman style features, including stone porch piers with brick caps, pointed bargeboards, cornerboards and open soffits with exposed purlins and exposed raftertails; original window openings; three red brick chimneys, including one external at the entry and two internal; and surrounding semi-rural, mature landscape, all as subject to approval by the City Architect or designate.
 - (e) In the event the Heritage House is destroyed, the Owner of the Lands accepts the obligation to undertake all necessary construction to create a replica of the Heritage 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 Heritage House. The heritage alteration permit shall be subject to review and approval by the Heritage Advisory Commission. The construction of the replica of the Heritage 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 Heritage 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 Heritage 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 Heritage House become vacant and unoccupied, the Owner of the Lands agrees to maintain the integrity and security of the Heritage 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 Heritage House, the City may and is authorized to enter onto the Lands to undertake the necessary works to secure the Heritage 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 Heritage 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 Heritage House is occupied, there must be appropriate security measures in place to maintain the integrity and security of the Heritage House and Lands. Should the Heritage 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 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.
- (l) The Owner may apply to the City for funding including, but not limited to, monies for exemption from taxes, or any provision for assistance as specified in Section 25 of the Community Charter, S.B.C. 2003, c.26 (the "Community Charter").

Variations to By-laws

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

Construction and Maintenance

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

TIMOTHY ALAN PAINTER AND SARA MELISSA
MCCORMACK
12876 Crescent Road
Surrey, British Columbia V4P 1J8

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

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

Arbitration

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

- (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.

TIMOTHY PAINTER

SARA McCORMACK

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 Brynjolfson Residence is located along Crescent Road in the Crescent Beach area of Surrey. The Craftsman style house features a stone foundation and porch piers as well as prominent chimneys and a gabled roofline.

2. Heritage Value of Historic Place

Constructed in 1922, the Brynjolfson Residence is valued for its association with the Interwar development of the Crescent Beach area of Surrey and for its Craftsman style of architecture. The modern development of Crescent Beach is linked to its transportation connections to the remainder of Surrey and the Lower Mainland. The Great Northern Railway improved access to the area with its new service in 1909 and Crescent Road provided further access after a series of improvements in the 1910s and 1920s. As the accessibility of Crescent Beach increased, so too did the construction of summer homes, and eventually permanent residences. Native Iclander, Sveinn Brynjolfson, a farmer and building contractor, acquired property along Crescent Road in 1908 and constructed this home in 1922, which enjoyed convenient access to heart of the community, closer to the waterfront.

The Brynjolfson Residence is also significant for its Craftsman style of architecture. The Craftsman style, derived from the Arts and Crafts movement, was characterized by the use of local, natural materials and was especially popular in the Lower Mainland during the early twentieth century. Craftsman houses remained popular during the interwar years, which tended to be a time of traditionalism in residential architecture, hearkening back to the domestic values and ideals of an earlier age. The Heritage House features a side gabled roof with exposed purlins and raftertails, a variety of siding types, and granite foundation.

3. Character Defining Elements

The elements that define the heritage character of the Brynjolfson Residence are its:

- location along Crescent Road in the Crescent Beach area of Surrey;
- wood-frame construction with stone foundation and a combination of lapped and shingle cladding;
- residential form, scale and massing, as expressed by its one-storey height with gabled roofline;
- Craftsman style features, including: stone porch piers with brick caps, pointed bargeboards, cornerboards and open soffits with exposed purlins and exposed raftertails;
- original window openings;
- wooden doors with multi-pane central lights;
- three red brick chimneys, including one external at the entry and two internal; surrounding semi-rural, mature landscape; and
- interior elements including: wood paneling on walls, fir floors, fireplaces in living room and bedroom, and built in cabinetry in living room and bedroom.

4. Existing Appearance and Features

The following photos depict some of the details of the Heritage House:



Front (North) Elevation



Back (South) Elevation



East Elevation



West Elevation



Original interior brick chimneys



Original interior brick chimneys



Original exterior red brick chimney



Combination of lapped and shingle cladding



Wooden door with multi-pane central lights



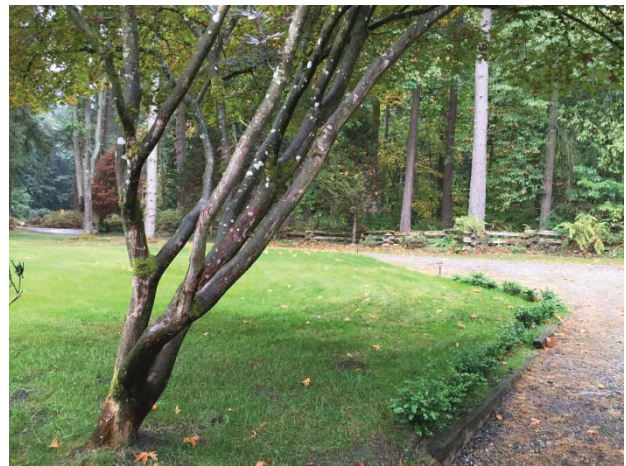
Open soffits and exposed raftertails



Stone (granite) foundation

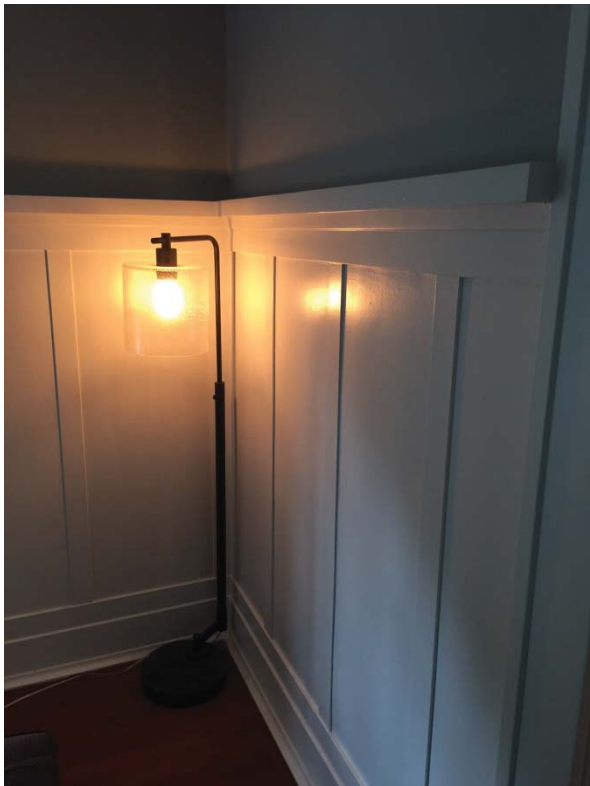


Surrounding semi-rural, mature landscape

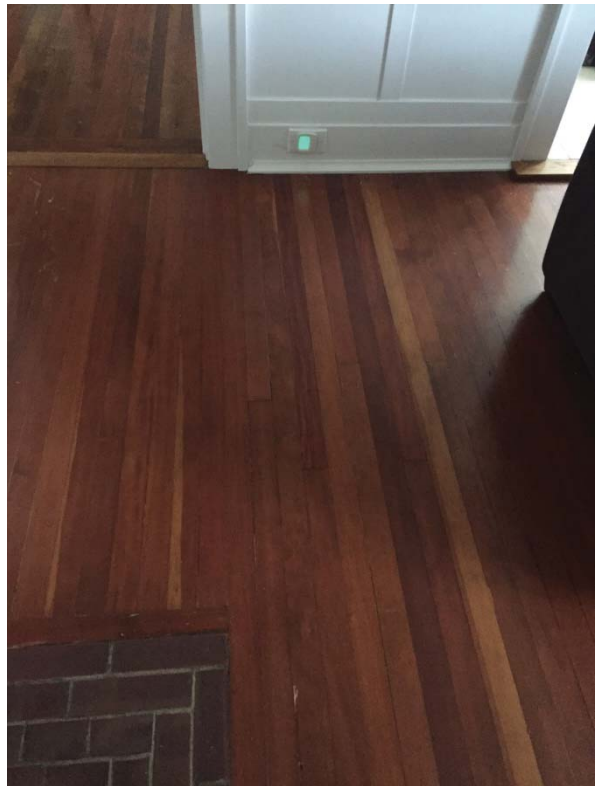




Surrounding semi-rural, mature landscape



Wood paneling



Douglas fir floors

PART II – MAINTENANCE STANDARDS AND PERMIT APPROVALS

1. General

A. Requirement to Commence Renovations

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

B. Maintenance Strategy

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

The Maintenance Plan shall be prepared with input from a conservation architect or qualified heritage consultant that is acceptable to the City. Issues to be addressed in the Maintenance Plan include water penetration and damage from sun, wind, weather and animals. Maintenance includes, but is not limited to, painting or staining, sealing, weather-stripping and the like.

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

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

The Maintenance Plan and Funding Strategy for the Heritage 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 Heritage 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 Heritage House.

3. Timing and Phasing

This provision does not apply to the Lands.

4. Heritage Alteration Permit(s) Approval

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

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

- B. A heritage alteration permit may not be required for alterations including, but not limited to, the following:
 - (a) changes to the Conservation Plan that are considered by the City Architect to be minor in nature and not affecting the character-defining elements of the Heritage 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;
 - (c) simple repair and maintenance of existing elements not affecting the *building* structure, exterior or interior appearance of the Heritage House; or

- (d) changes to the exterior of the Second House that are considered by the City Architect to be complimentary to the character of the Heritage House and do not overpower the Heritage House. If the exterior colour scheme of the Second House is changed, the new colour scheme should be selected from a heritage palette. External materials may include wood, hardie plank, singles or similar.
- C. A heritage alteration permit shall be required for all but minor alterations including, but not limited to, the following:
- (a) changes to the Heritage House structure;
 - (b) changes to the exterior appearance of the Heritage House;
 - (c) replacement of existing elements and/or construction of additions to the Heritage House;
 - (d) changes to the external appearance of the Heritage House due to interior renovations;
 - (e) additions to or demolition of all, or part, of the Second House that are not provided for in the Plans and Elevations for the Second House attached as Appendix "A-1".

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

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

5. **Building Permit Approval**

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

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

6. **Conditions**

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

- C. The construction of the Second House shall be in accordance with the Plans and Elevations attached as Appendix "A-1".

PART III – RESTORATION STANDARDS AND SPECIFICATIONS

1. Foundation:

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

2. Chimneys:

Clean and repair chimneys as required using historically accurate lime-based mortar colour and temper.

3. Building Envelope, Exterior, Wood Detailing and Trims, and Windows:

Existing wood detailing including open soffits with exposed purlins and exposed raftertails shall be retained and restored as required. Replacement materials shall match the original.

In the event that any windows must be replaced, they shall be replaced with wood windows in keeping with the style, shape, materials and assembly of the original design, style and period of the Heritage House.

The wooden doors with multi-pane central lights shall be retained and restored as required.

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

4. Roof Structure and Cladding:

When replacing with new roof, it is recommended to replace with original cedar roofing. The use of materials other than cedar, however, is permitted, subject to the prior review and approval of the City Architect. If asphalt, duroid or laminated fibreglass shingles are proposed, the colour, texture and pattern of the new shingles should provide a sympathetic appearance that is based on the original roof.

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

5. Interior:

Interior elements including fir wood floors, wood paneling, and built in cabinetry in the living room and bedroom shall be retained and restored as required.

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

6. New Construction:

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

7. Site Feature Landscaping and Fences:

Original landscape features shall be retained where possible. If *landscaping* changes are proposed, selection should consider heritage planting, paving and fixtures.

8. Trees, Streetscape and Street Interface:

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

9. Colour Schedule:

The exterior paint colour shall be subject to the prior written approval of the City. If the colour is to be changed, the change shall be done in consultation with the City and reflect as best as can be determined the original appearance of the Heritage House or heritage colours appropriate for the period of the Heritage 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.

10. Accessory Buildings and Structures:

Proposed *accessory buildings* are subject to this Conservation Plan. No placement of *accessory buildings* or *structures* shall be permitted within 3 metres of the Heritage House without first obtaining a heritage alteration permit.

Existing *accessory buildings* or *structures* may remain but are not subject to this Conservation Plan.

11. Plans and Elevations:

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

12. Other:

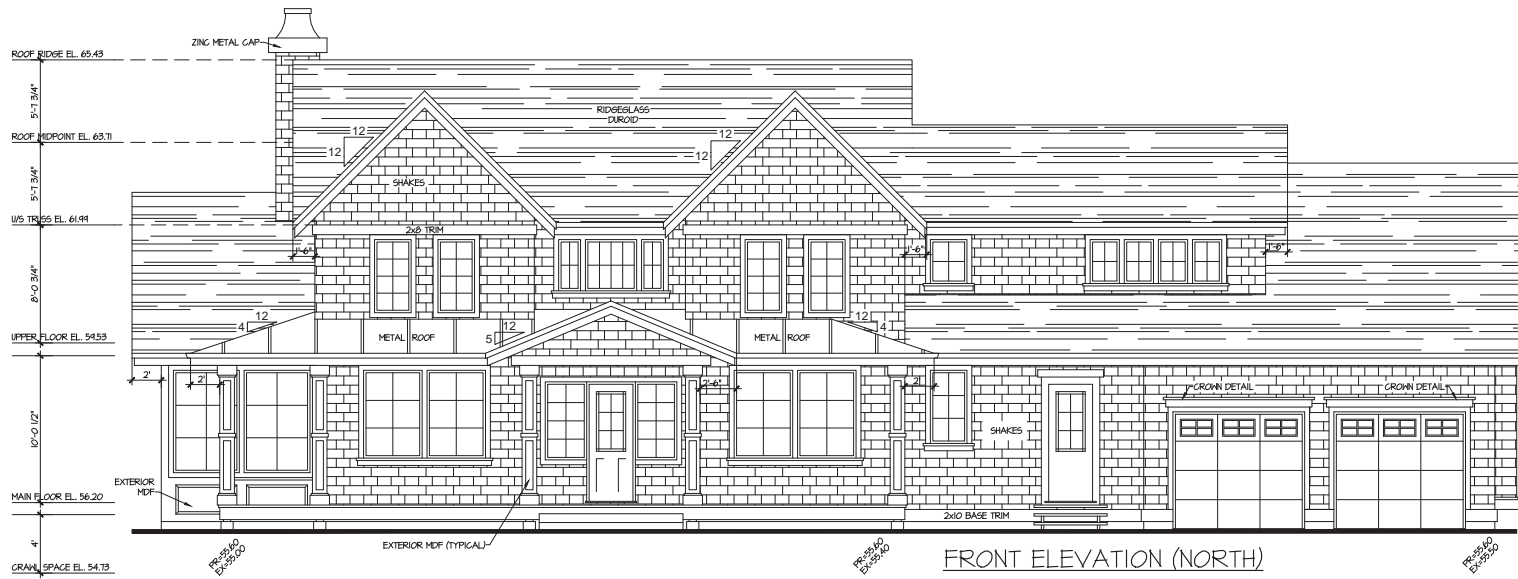
The general intent is to promote restoration and retention of existing materials and elements wherever possible. If restoration is not feasible, replacements shall be constructed to match existing in terms of form, detailing and materials. Where original features have already been removed, altered or 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.

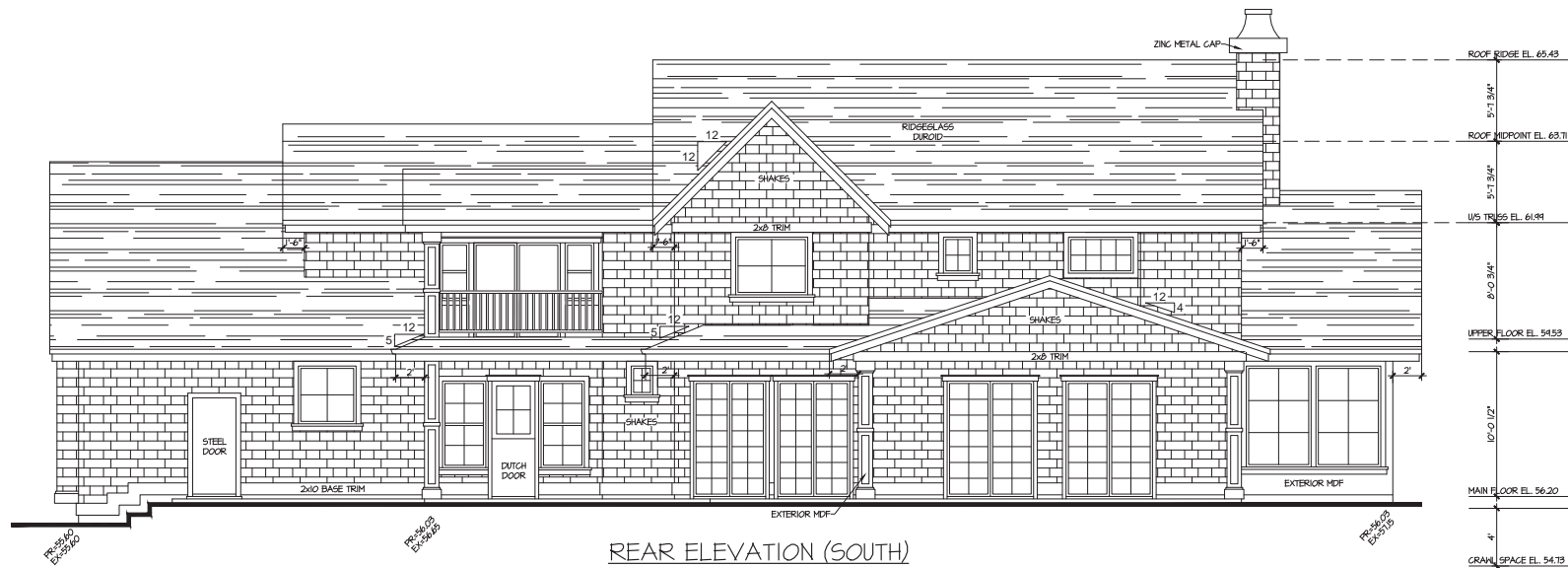
(Note: Terms used in Appendix "A" of this Agreement that are italicized are defined in Surrey Zoning By-law, 1993, No. 12000, as amended, and shall take their meaning from the By-law.)

Appendix "A-1"
PLANS AND ELEVATIONS

(Attachment beginning on the next page)



FRONT ELEVATION (NORTH)

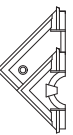


REAR ELEVATION (SOUTH)

NOTE: THESE DRAWINGS CONFORM TO BCBC 2012 EDITION
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8130 - 168 B STREET, SURREY, B.C. V4N 5E4
PHONE: (604) 575-1281 FAX: (604) 575-1289

L.G. BURTON DESIGN
Custom Design, Renovations & Stock Plans

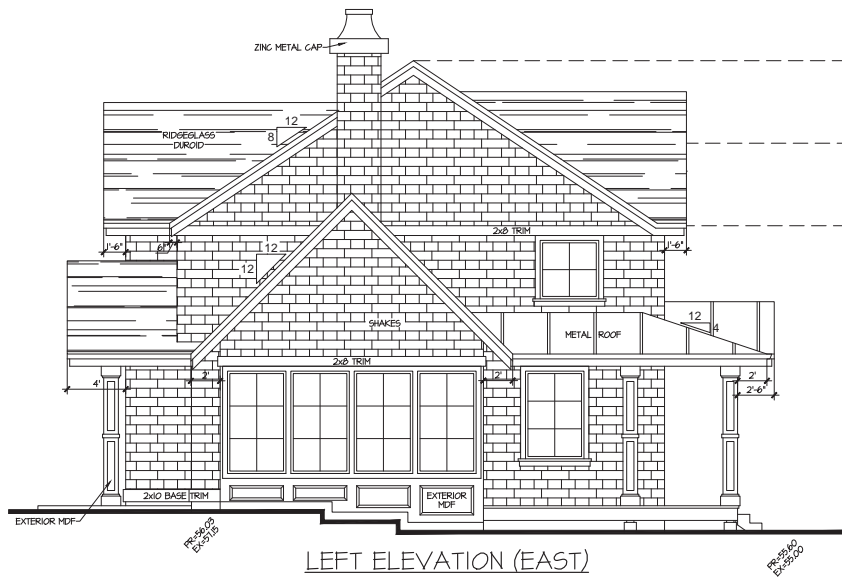


PROJECT:
PAINTER RESIDENCE AT 12876
CRESCENT ROAD SURREY, B.C.

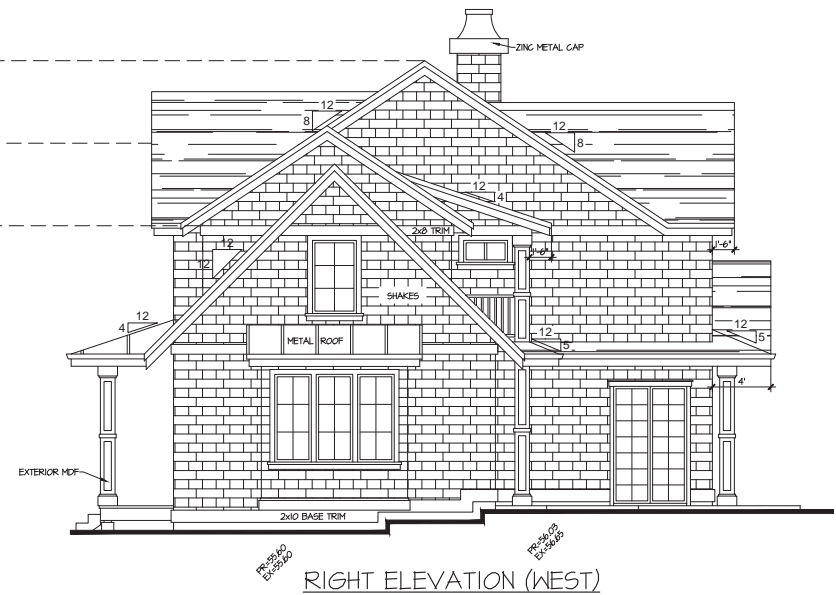
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DATE:	AMBIT:
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	SHEET:
	OF:

ELEVATIONS

M3014



LEFT ELEVATION (EAST)

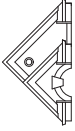


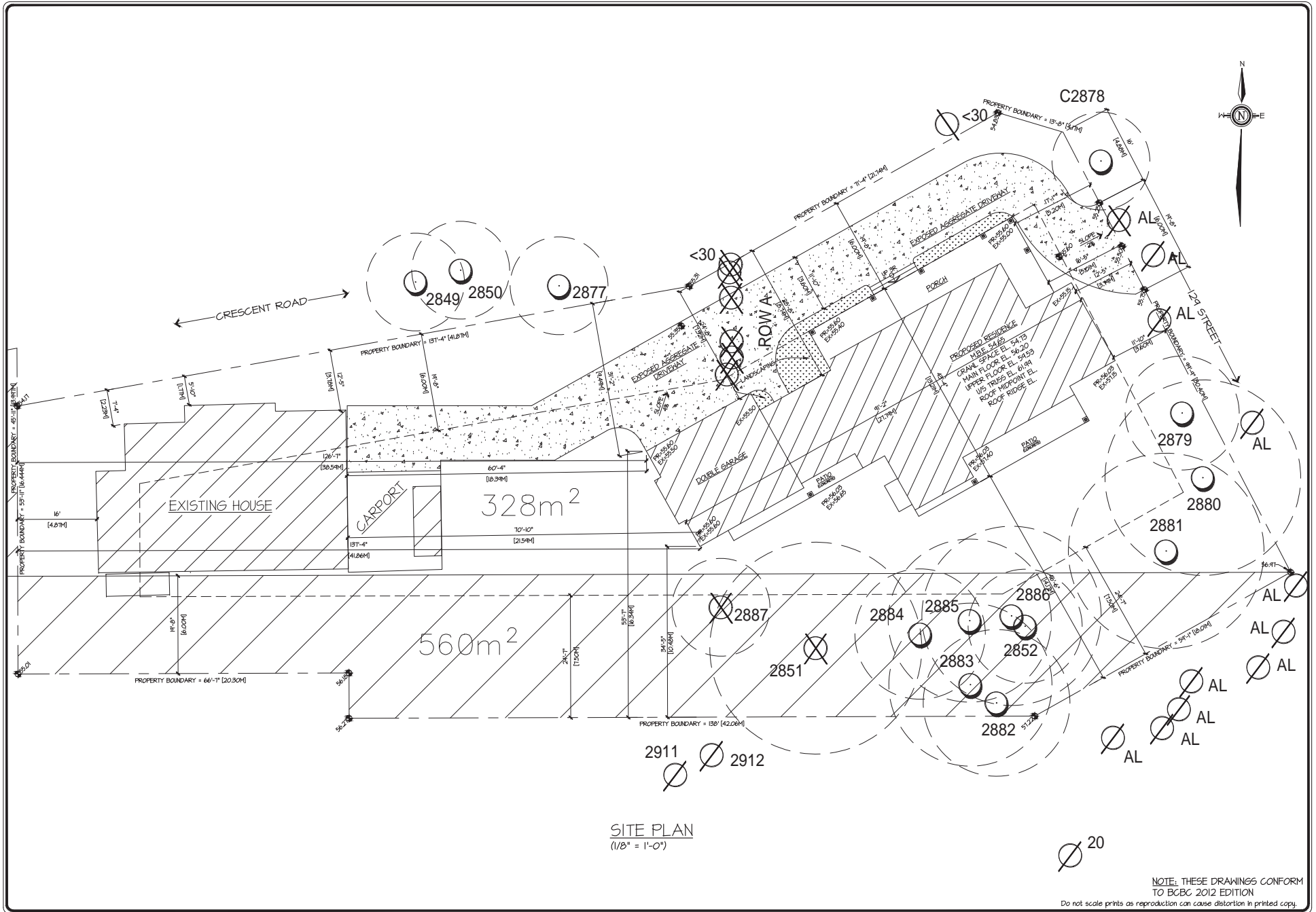
RIGHT ELEVATION (WEST)

BUILDING SPEC. LIST TO BE USED IN CONJUNCTION WITH ENERGY AND RAINDRAIN SHEETS:

- | | |
|---|--|
| <p>1. ROOF (TRUSS):</p> <ul style="list-style-type: none"> • Duroid • Building paper • 1/2" Plywood Sheathing on engineer approved trusses at 24" O.C. <p>2. CEILING:</p> <ul style="list-style-type: none"> • Batt insulation R-40 • Poly vapour barrier • 5/8" gypsum board <p>3. ROOF (RAFTERED):</p> <ul style="list-style-type: none"> • Duroid • Building paper • 1/2" Plywood Sheathing on 2x8 rafters @ 16" O.C. • Batt insulation R-40 • Poly vapour barrier • 5/8" gypsum board <p>4. FASCIA:</p> <ul style="list-style-type: none"> • 2x8 Fascia board on Vinyl Soffits or as specified • 5" continuous gutter <p>5. EXTERIOR WALL:</p> <ul style="list-style-type: none"> • Exterior Finish as specified • Building paper • 1/2" plywood sheathing (1/2" for vertical siding) • 2x6 Exterior Studs • Batt insulation R-20 • Poly vapour barrier • 1/2" gypsum board <p>6. INTERIOR WALL:</p> <ul style="list-style-type: none"> • 2x4 hem fir studs at 16" O.C. (2x6 where noted) • 1/2" gypsum board both sides | <p>7. ALL HOOD FLOOR ASSEMBLIES:</p> <ul style="list-style-type: none"> • Finished flooring as specified • 5/8" Plywood sheathing (glue & screw nail) • Floor joists to engineers specs • 5/8" gypsum board <p>8. FLOOR SLAB:</p> <ul style="list-style-type: none"> • Concrete slab (4" in garage) • 2-1/2" rigid Insul. R51-232 • 6 mil poly vapour barrier • 5" compacted sand <p>9. FOUNDATION:</p> <ul style="list-style-type: none"> • 8" concrete end wall • 18"x8" concrete footing • Damp proofing <p>10. DRAINAGE:</p> <ul style="list-style-type: none"> • 4" dia. perimeter drain under 6" drain rock <p>11. STAIRS:</p> <ul style="list-style-type: none"> • To suit site conditions • 4 1/2" runs • 10 1/2" treads • 2x12 stringers • 36" handrail • 6'-8" min. headroom <p>12. BEARING WALL:</p> <ul style="list-style-type: none"> • 2x6 studs @ 16" O.C. • 1/2" dia. A bolt @ T/O O.C. • 45lb. DPC on 6" concrete curb on 18"x8" footing <p>13. CRAWL SPACE:</p> <ul style="list-style-type: none"> • 2" concrete skim coat • 2-1/2" rigid Insul. R51-232 • Poly vapour barrier • 5" gravel layer |
|---|--|

NOTE: THESE DRAWINGS CONFORM TO BCBC 2012 EDITION
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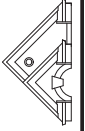


SITE PLAN
(1/8" = 1'-0")

NOTE: THESE DRAWINGS CONFORM TO BCBC 2012 EDITION
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PHONE: (604) 575-1281 FAX: (604) 575-1289

L.G. BURTON DESIGN
Custom Design, Renovations & Stock Plans



PROJECT:
PAINTER RESIDENCE AT
12819 CRESCENT ROAD
SURREY, B.C.

TITLE:
SITE PLAN
DATE: _____
DRAWN: _____
SCALE: _____
DRAWING NO.: M3014
SHEET: _____ OF 4

Appendix "B"
VARIATIONS TO BY-LAWS

1. Section B Permitted Uses of Part 12 "One-Acre Residential Zone (RA)" of the Surrey Zoning By-law, 1993, No. 12000, as amended is varied as follows:
 - Existing section B.1 is deleted and replaced with the following:
 1. Two *single family dwellings*.

2. Section F Setback of Part 12 "One-Acre Residential Zone (RA)" of the Surrey Zoning Bylaw, 1993, No. 12000, as amended is varied as follows:
 - The minimum *rear yard setback* (west) for the Heritage House (as defined in the applicable heritage revitalization agreement) is reduced from 7.5 metres [25 ft.] to 4.8 metres [16 ft.];
 - The minimum *side yard setback on flanking street* (north) for the Heritage House is reduced from 7.5 metres [25 ft.] to 1.7 metres [6 ft.];
 - The minimum *front yard setback* for the Second House (as defined in the applicable heritage revitalization agreement) is reduced from 7.5 metres [25 ft.] to 3.6 metres [12 ft.]; and
 - The minimum *side yard setback on flanking street* (north) for the Second House is reduced from 7.5 metres [25 ft.] to 6.0 metres [20 ft.].

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