

CITY OF SURREY

BY-LAW NO. 15657

A by-law to enter into a heritage revitalization agreement

.....

WHEREAS:

- A. The Council may by by-law pursuant to Part 27 of the Local Government Act, R.S.B.C. 1996, Chapter 323, as may be amended from time to time, enter into a heritage revitalization agreement with the owner of heritage property.
- B. The Council considers that certain lands and premises situate within the City described as:

Parcel Identifier: 004-294-408
Lot 25 Block 4 District Lot 52 Group 2 New Westminster District Plan 2200

2598 O'Hara Lane

(the "Lands")

have heritage value and heritage character and ought to be conserved;

- 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;

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

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

2. The Mayor and the City Clerk are authorized on behalf of the Council to sign and the Heritage Revitalization Agreement.
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, 2005, No. 15657."

READ A FIRST AND SECOND TIME on the 21st day of February, 2005.

PUBLIC HEARING HELD thereon on the 7th day of March, 2005.

READ A THIRD TIME on the 7th day of March, 2005.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 7th day of March, 2005.

_____ MAYOR

_____ CLERK

h:\by-laws\adopted bylaws\2005\clk15657.blw.doc

SCHEDULE "I"

[To City of Surrey Heritage Revitalization Agreement By-law, 2005, No. 15657]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ____ day of _____, 200_

BETWEEN:

JOHN PATRICK MCCONKEY

1837 Allison Road

Vancouver, BC

V6T 1T1

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation, and

having offices at

14245 56th Avenue

Surrey, British Columbia, V3X 3A2

(the "City")

OF THE SECOND PART

WHEREAS:

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

Parcel Identifier: 004-294-408

Lot 25 Block 4 District Lot 52 Group 2 New Westminster District Plan 2200

2598 O'Hara Lane

(the "Lands");

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

- D. For the purpose of conservation of the *heritage value* and *heritage character*, 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 improvements 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 and survey plans attached as Schedule "A" (the "Conservation Plan") to this Agreement;
- F. The single-family dwelling identified on the Conservation Plan as the Rothwell House (the "House") is listed on the Surrey Heritage Register.

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

Conservation Plan

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

Owner's Obligations to Protect, Conserve and Maintain

- 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 by the City;

- (b) each action of relocation, restoration, rehabilitation, replication, repair, replacement or maintenance, required by Parts I, II and III of the Conservation Plan, shall be commenced and completed in accordance with the timing, phasing, standards and specifications set out the Conservation Plan;
- (c) all improvements identified in Part I and II of the Conservation Plan as having *heritage value* and *heritage character* shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in the Conservation Plan;
- (d) in the event the House is more than 50% destroyed by fire, explosion or other natural catastrophe, it shall be reconstructed in a massing and style similar to, but not necessarily identical to, the existing massing and style, and notwithstanding all provisions of Surrey Zoning By-law, 1993, No. 12000, as amended, any restrictions or relaxations provided by this Agreement to the Lands shall apply. The design of the reconstructed House shall capture the original character-defining elements and design components, including but not limited to the typical cottage style of building in the Crescent Beach area; the view to the beach and ocean; the massing of the dwelling, in particular, its relationship to the public walkway along Crescent Beach; the front porch, establishing a strong beach-fronting character; the building form, with its sloping roofs and wood cladding; and the wrap-around veranda enclosed for additional habitable space.;
- (e) 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 herein;
- (f) where required by the City in a Heritage Alteration Permit, the Owner shall provide a security to guarantee the performance of the terms, requirements and conditions contained in the Conservation Plan.

Variation to Bylaws

3. Pursuant to Section 966(2) (b) of the Local Government Act, Section D. Density 2 (b) (i) and Section F Yards and Setbacks both of Part 16 Single Family Residential Zone (RF) Zone of the City of Surrey Zoning By-law, 1993, No. 12000, as amended, are hereby amended as set out in Section I of Schedule "B" which is incorporated hereto and forms part of this Agreement as it relates to the Lands;

Construction and Maintenance

4. Wherever under this Agreement the Owner relocates, restores, rehabilitates, replicates, repairs, replaces, maintains or in any way alters improvements on, or features of the Lands identified in the Conservation Plan as having heritage value and heritage character or constructs or maintains other works to protect or

conserve such improvements or features, all such work shall be done at the Owner's sole expense strictly in accordance with the Conservation Plan and as agreed by the City and all improvements or features shall be diligently and continuously maintained in good repair and efficient operating condition by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage and conservation practice.

No Liability to City

5. In no case shall the City be liable or responsible in any way for:
- (a) any personal injury, death or consequential damage of any nature whatsoever, howsoever caused, that 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 herein, wrongful or negligent failure or omission to comply with restrictions and requirements herein, or refusal, omission or failure of the City to enforce or require compliance by the Owner with the restrictions or requirements herein 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 herein and its obligations in respect hereof, 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 herein in a safe manner, and without reasonably foreseeable risk to person or property as aforesaid. Compliance with the restrictions and requirements in this Agreement shall be at the sole and exclusive risk 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 or its obligations herein, the Owner shall notify the City in writing of the nature and extent of the risk and of the measures proposed by the Owner to be undertaken at its sole cost to reduce, alleviate, avoid or eliminate the risk. Risk shall remain with the Owner.

Indemnity

8. The Owner shall at all times indemnify and save harmless the City of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever by whomsoever brought for which the City shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements herein, 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 its obligations hereunder, or by reason of any wrongful act or omission, default or negligence of the Owner.

Alternative Remedies

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

Damages

10. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully relocate, restore, rehabilitate, replace, repair or maintain the building, structure, improvements on or features of the Lands having *heritage value* and *heritage character* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any 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 3 of this Agreement.

No Waiver

11. No restrictions, requirements or other provisions in this Agreement shall be deemed to have been waived by the City unless a written waiver authorized by resolution of the Council and signed by an officer of the City has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the City on previous occasions of any default nor any previous written waiver shall be taken to operate as a waiver by the City of any subsequent default or in any way to defeat or affect the rights 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 herein 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 hereunder shall be in writing and may be either delivered personally or sent by prepaid registered mail and if so mailed shall be deemed to have been given five (5) days following the date upon which it was mailed. The address of the parties for the purpose of notice shall be as follows:

If to the City:

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

If to the Owner:

JOHN PATRICK MCCONKEY
1837 Allison Road
Vancouver, BC
V6T 1T1

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

Arbitration

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

- (b) the City shall within thirty (30) days of receipt of the aforesaid notice either accept the Owner's arbitrator, or name another with the same qualifications willing to act, and shall give notice of the same to the Owner;
 - (c) where each of the Owner and the City have named an arbitrator, the two arbitrators shall within thirty (30) days of the City's notice pursuant to Section 15(b) appoint a third arbitrator having the same qualifications and the three arbitrators shall decide the dispute;
 - (d) where the City accepts the arbitrator first selected by the Owner, that arbitrator shall act as a single arbitrator and forthwith decide the dispute; and
 - (e) any arbitrator's decision in respect of the exercise of discretion by the City shall be final, conclusive and binding on all parties.
16. Without limiting the City's power of inspection conferred by statute and in addition thereto, 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 provision hereof.

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 herein imposed upon or given to the respective parties 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 herein 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.

JOHN PATRICK MCCONKEY

CITY OF SURREY

Doug McCallum
Mayor

Margaret Jones
City Clerk

SCHEDULE "A"

CONSERVATION PLAN

1. Crescent Beach History

The Rothwell House (the "House") is located in Crescent Beach, a historical beachside community in Surrey. These are lands protected by dykes situated below and to the west of the Semiahmoo Peninsula escarpment. Access to this area is by way of the historic Crescent Road from the east.

After "Crescent Road" was built to provide wagon access from the Semiahmoo Trail to the area, the beaches were frequented for swimming and picnicking. When the Great Northern Railway main line between the US and Vancouver was realigned from its original alignment through Cloverdale to follow the shore line below the escarpment through White Rock, Ocean Park and Crescent Beach in about 1909, the beach area became even more accessible and attractive for recreational activities. Up to four trains would pass daily, bringing Vancouver and New Westminster residents to Crescent Beach.



Surrey Archives photograph of the local train station in 1928

District Lot 52 was originally pre-empted by Alexander Annandale in 1864. Records indicate that the lands were subsequently acquired by Walter Blackie in 1874. Many

Land Title ownership records for the Beechers and Flummerfelt had a number of charges related to the subdivision of this area. This included a reference to subdivision plan 2200 (which was not registered until 1912 to create the first set seaside lots) and Plan 2482 (to create additional lots further away from the ocean). This is consistent with historical information that Flummerfelt was a major landowner and he may have been one of the proponents for developing a seaside community in Crescent Beach.

Beach history printed by Anne Walsh includes a drawing of an undated newspaper advertisement for lots, referring to F. J. Hart & Company at 441 West Pender Street in Vancouver. There are also references in other information sources to a "syndicate" and a "Crescent Beach Development Company". William Shelly's name (after whom the Shelly Building in Vancouver is named) is associated with these references.

The subdivision plan (Plan 2200), which bears Flummerfelt's signature and created the waterfront area lots is shown on the following page. A Restrictive Covenant was registered on lots in Crescent Beach and Crescent Heights that regulated the use of the lots and house construction. The grantor was William James Whiteside, a lawyer with offices in New Westminster that may also have been connected to the development venture.

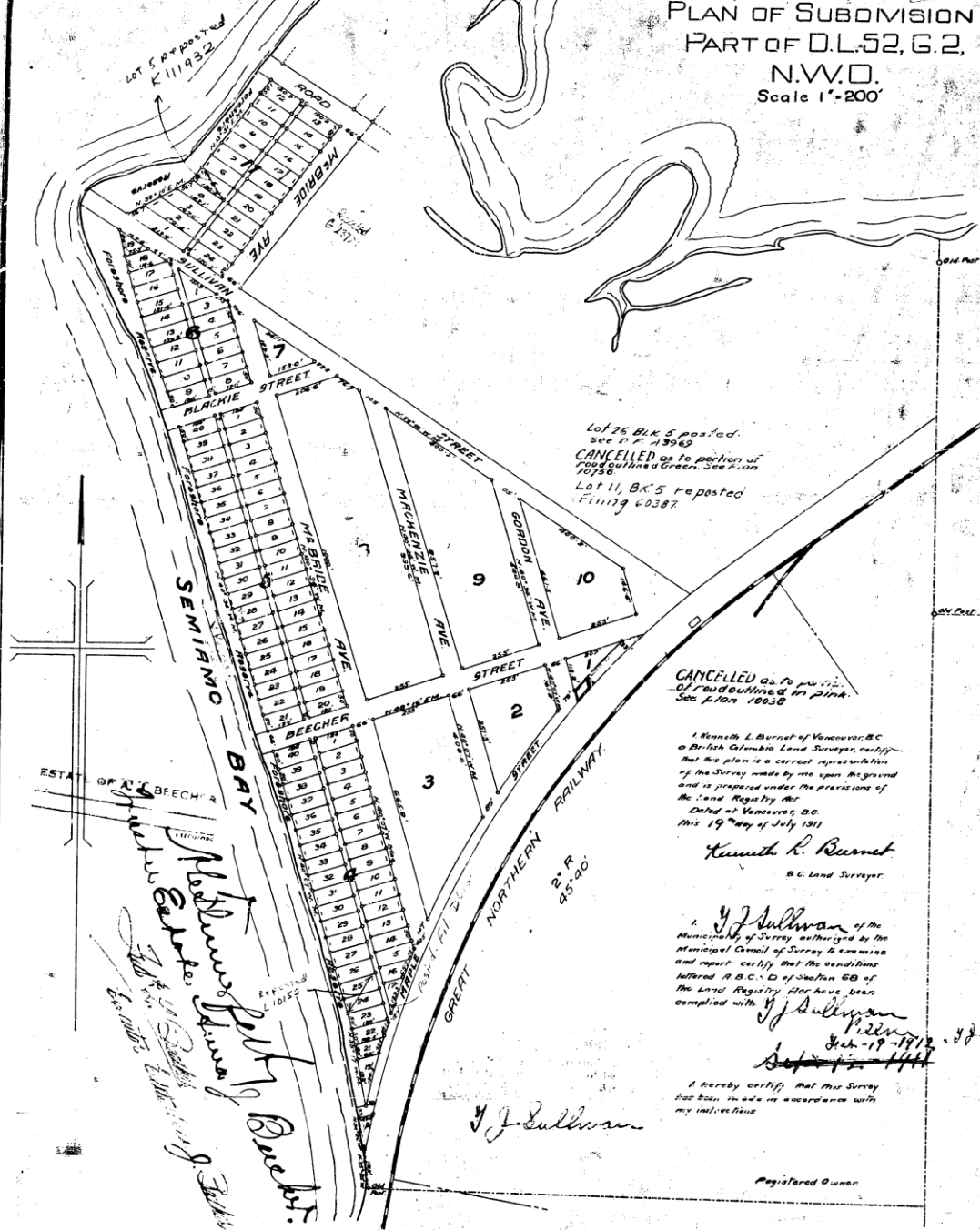
2200

Reference see Volume 1 Folio 106

deposited in the
Land Registry Office
at New Westminster BC
February 21st 1912

C. K. Smith
New Westminster
B.C.

PLAN OF SUBDIVISION
PART OF D.L. 52, G. 2,
N.W.D.
Scale 1"=200'



Lot 26 BLK 5 reposted.
See P.F. 13963
CANCELLED as to portion of
road outlined in green. See Plan
10758
Lot 11, BK 5 reposted
Filing 60387

CANCELLED as to portion
of road outlined in pink.
See Plan 10038

I, Kenneth L. Burnett of Vancouver, B.C.
a British Columbia Land Surveyor, certify
that this plan is a correct representation
of the Survey made by me upon the ground
and is prepared under the provisions of
the Land Registry Act.
Dated at Vancouver, B.C.
this 19th day of July 1911

Kenneth L. Burnett
B.C. Land Surveyor

I, J. J. Sullivan of the
Municipality of Surrey, authorized by the
Municipal Council of Surrey to examine
and report, certify that the conditions
lattered A.B.C. D. of Section 60 of
the Land Registry Act have been
complied with.

J. J. Sullivan
Surrey
Feb-19-1912

I hereby certify that this Survey
has been made in accordance with
my instructions

Registered Planner

2. Rothwell House History

The Rothwell House takes its name from its third owner, who likely built the house or for whom the house was built. This is based on a note referring to a photograph of the House taken in the 1970's indicting "Rothwell House".

Originally, the property was acquired by Charles Beecher who owned the lot from 1906 to 1907. Land Title records reveal the following succession of owners: Charles Beecher's wife Anna Beecher until she deceased in 1911, Alfred Flummerfelt (1912 – 1915), Eva Rothwell (1915 – 1941) William and Mary Walker, then Mary Walker to 1952, the Conkey family (1952 –1956) and by the McConkey family to the present.

For a while, the House may have been rented. For example, in the early 1940's, long time Crescent Beach resident Dick Nelson used to rent a house in the U.S. but because of difficulties crossing border during war, rented this house instead.

In 1947, Art Conkey's father bought the House from R. E. Walker's sister but died soon after; the house was left to his sons, Jack and Bob Conkey. In 1953, Bob Conkey sold Jack's half interest to Arthur S. McConkey the father of the current owner. In 1972, Arthur McConkey bought Bob Conkey's half interest.

Some sources indicate that the House was built in 1913. However, the actual construction date is probably closer to 1915 because a photo dated 1913 at the Surrey Archives and the one from 1915 above, shows the Ivy Lodge (house to north of the Rothwell House) but no other houses.



Surrey Archives photograph shows Ivy Lodge and south end of the beach in 1915.

The House is considered to be one of the earliest waterfront cottages. There is some information that Walker, who owned a fishing company and lived on Granville Street in Vancouver, was the builder of the house. He is also thought to have owned Steveston Hardware.

The House was originally two storeys with a porch on all four sides. Some sources indicate that the wood for the construction of this home came from a sawmill operated in the Crescent Beach area. It was for summer use only as the upper floor had no windows, only screens. Over the years, some of the porch was enclosed to create more habitable space. As was often the case, cottages were "winterized" to allow for year round living. During the 1970's 'energy crisis,' renovations were done involving installation of aluminium windows, insulation of the walls and a new built-up roof with insulation.

3. Character Defining Elements

The main character defining elements of the House are the following:

- An original lot forming part of the first phase of the privately developed Crescent Beach seaside community;
- The typical cottage style of building in the Crescent Beach area;
- The view to the beach and ocean;

- The massing of the dwelling, in particular, its relationship to the public walkway along Crescent Beach;
- The front porch, establishing a strong beach-fronting character;
- The building form, with its sloping roofs and wood cladding; and
- The wrap-around veranda enclosed for additional habitable space.

4. Existing Exterior Appearance and Features

The following depicts some of the details of the House:

(a) Beach-side façade



(b) Lane-side façade and landscaping



(c) Sample exterior wall



(d) Detail of exterior wall,
window trims and
overhangs



(e) Detail of second floor



PART II – MAINTENANCE, STANDARDS AND PERMIT APPROVALS

1. General

A maintenance strategy shall be established, consisting of a Maintenance Plan and a Funding Strategy. The maintenance plan shall be prepared with input from an Architect that is acceptable to the City, who is knowledgeable in the restoration of heritage buildings. Issues to be addressed include water penetration and damage from sun, wind, weather and animals. Maintenance includes painting or staining, sealing, weather-stripping and the like.

It is anticipated that restoration of the building will commence within three months of the adoption of the rezoning of the Lands by the City of Surrey. The Maintenance Plan and Funding Strategy shall include the following:

(a) Maintenance Plan:

Short term (6 months to 1 year):

- (i) Completing proposed renovations to the exterior of the building including the rebuilding and recladding of the front porch, enclosing the rear stairwell area, replacement of windows and recladding portions of the exterior of the home to match the existing materials, trims, finishes and colours;
- (ii) Re-roofing using cedar shake or like materials; and
- (iii) Paint or staining exterior wood.

Long term (5+ years):

- (iv) Paint or staining exterior every ten years or sooner if required; and
- (v) Maintaining the building as necessary.

(b) **Funding Strategy:**

A long-term Funding Strategy shall be established in order to enable implementation of the Maintenance Plan.

The owner shall submit a Maintenance Plan and Funding Strategy for review and approval by the Heritage Advisory Commission and the Planning & Development Department within one year of Council's approval of this Heritage Revitalization Agreement. Proposed changes to the approved Maintenance Plan and Funding Strategy are subject to review and approval of the Heritage Advisory Commission and the Planning & Development Department.

2. Standards

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

3. Timing and Phasing

This provision does not apply to the Lands.

4. Heritage Alteration Permit(s) Approval

Changes to the exterior of the building may require the Owner to apply for a Heritage Alteration Permit to be approved by the City Council upon recommendation of the General Manager of Planning & Development and the Heritage Advisory Commission.

If changes to the building structure, exterior or interior of the House involve replacement of existing elements and/or new construction that are not provided for in the Conservation Plan, the changes shall be referred to the Planning & Development Department to determine whether a Heritage Alteration Permit and Heritage Advisory Commission review is required. If so, the Owner must apply for a Heritage Alteration Permit. Minor changes to issued Heritage Alteration Permits may be made subject to

approval by the Heritage Advisory Commission and the General Manager, Planning & Development;

If simple repair and maintenance of existing elements not affecting the building's structure, exterior or interior appearance is proposed, a Heritage Alteration Permit will not be necessary provided the work is done on the recommendation of and under the direction of an independent Architect with expertise in restoration of heritage buildings and acceptable to the City.

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.

5. Building Permit Approval

A Building Permit shall be consistent with the provisions of the Conservation Plan or with a Heritage Alteration Permit where such a permit is required pursuant to Section (4);

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

PART III – RESTORATION STANDARDS AND SPECIFICATIONS

1. Foundation:

The House will remain on its original foundations. Foundation work necessary in relation to the stairwell enclosure to the lane facing side of the building and in relation to the renovation of the porch on the beach facing side will be subject to review and approval in conjunction with Building Permits to achieve the renovations sanctioned in this Heritage Revitalization Agreement.

2. Roof Structure and Cladding:

Cedar shingles or equivalent shall be used as roofing material for the House.

The use of materials other than cedar are subject to the review and approval of the City Architect.

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

The existing cedar cladding on the House shall be restored as required with consistent shingle siding material. Wood cladding and trims being replaced will match the original materials.

Windows on beach-fronting façade shall be wood framed. Remaining windows to be wood or vinyl with thick mullions to be compatible with wood-framed type on the elevations facing Crescent Beach. Existing exterior wooden doors shall be retained and reused as shown in Appendix A. In the event that any windows and exterior doors must be replaced due to aging or deterioration of materials, the replacement shall match the original in terms of style, shape, materials and assembly, and the original shall be retained on site.

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

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

4. Interior Condition:

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

The fireplace on the ground floor of the House shall be retained.

5. New Construction:

New construction not provided for in this Conservation Plan will be subject to a Heritage Alteration Permit.

6. Site Feature, Landscaping and Fences:

The stone wall and gate on beach side of dwelling to be retained.

The beach-fronting appearance of House, including the front porch, shall be retained.

The front porch may be renovated provided that posts, trims and other original design features shall be retained to the extent possible.

7. Trees, Streetscape and Street Interface:

The existing mature Douglas Fir tree in *yard* facing the beach shall be retained.

All trees on the lot are subject to the provisions of the Surrey Tree Protection Bylaw No. 12880.

8. Accessory Buildings and Structures:

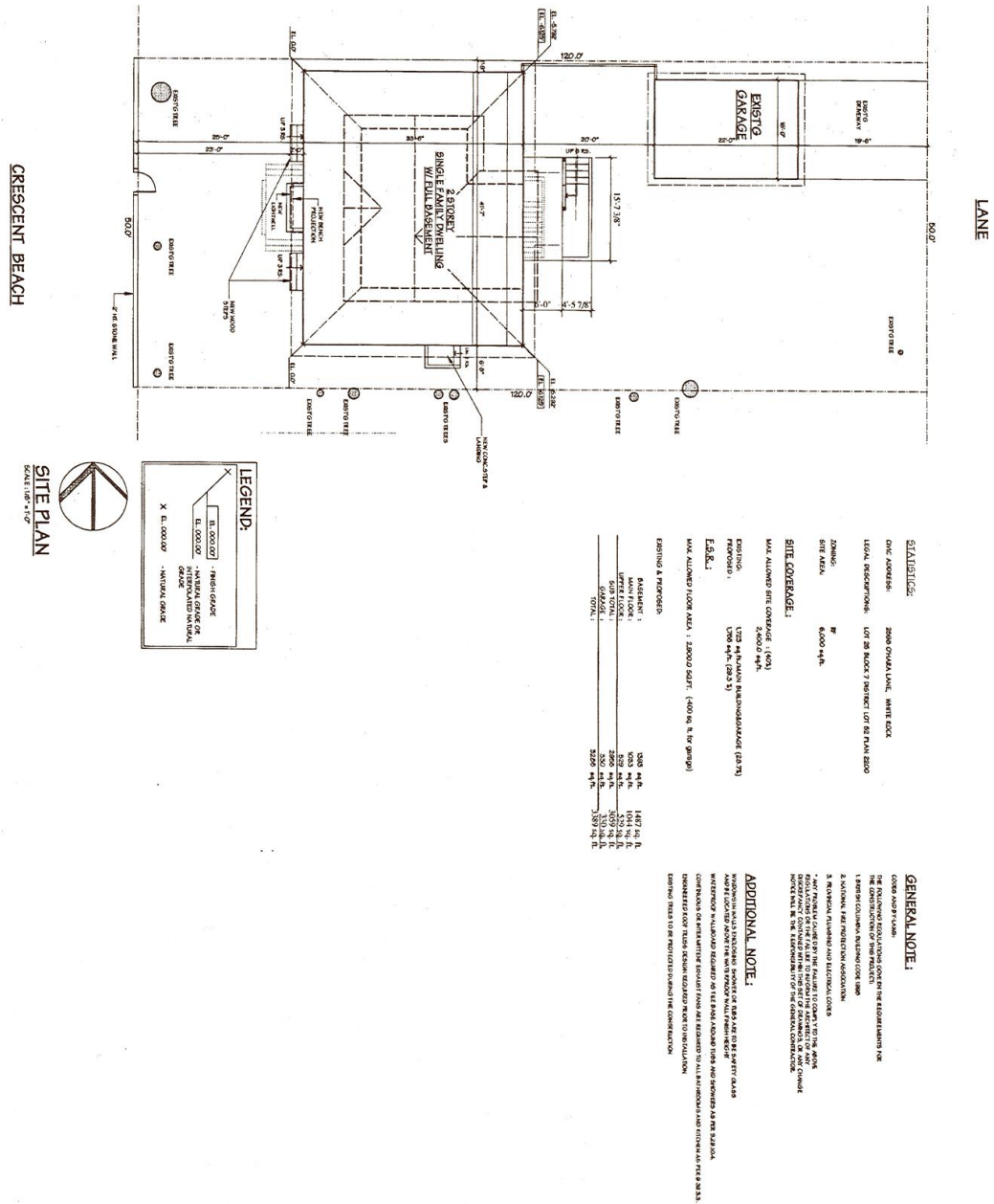
The garage and other accessory buildings are not subject to this Conservation Plan.

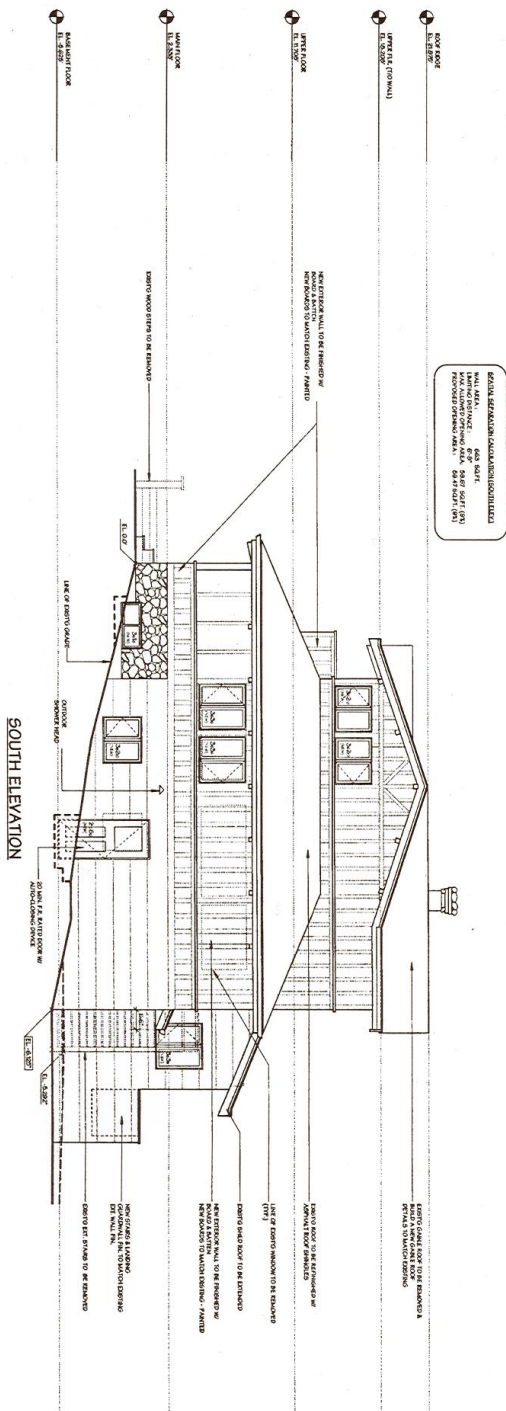
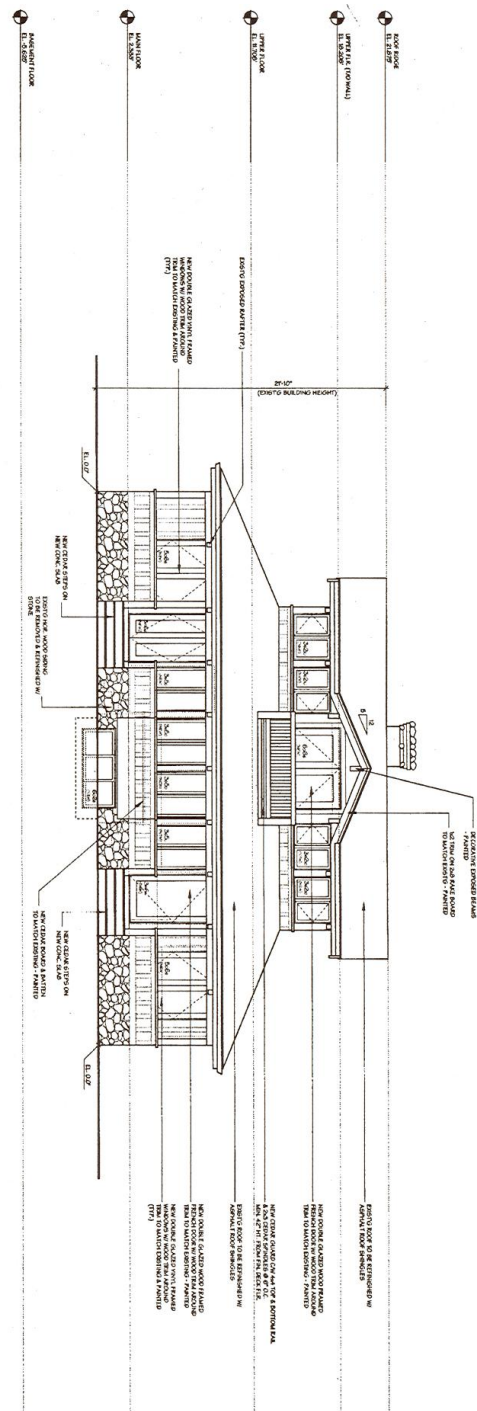
9. Plans and Elevations:

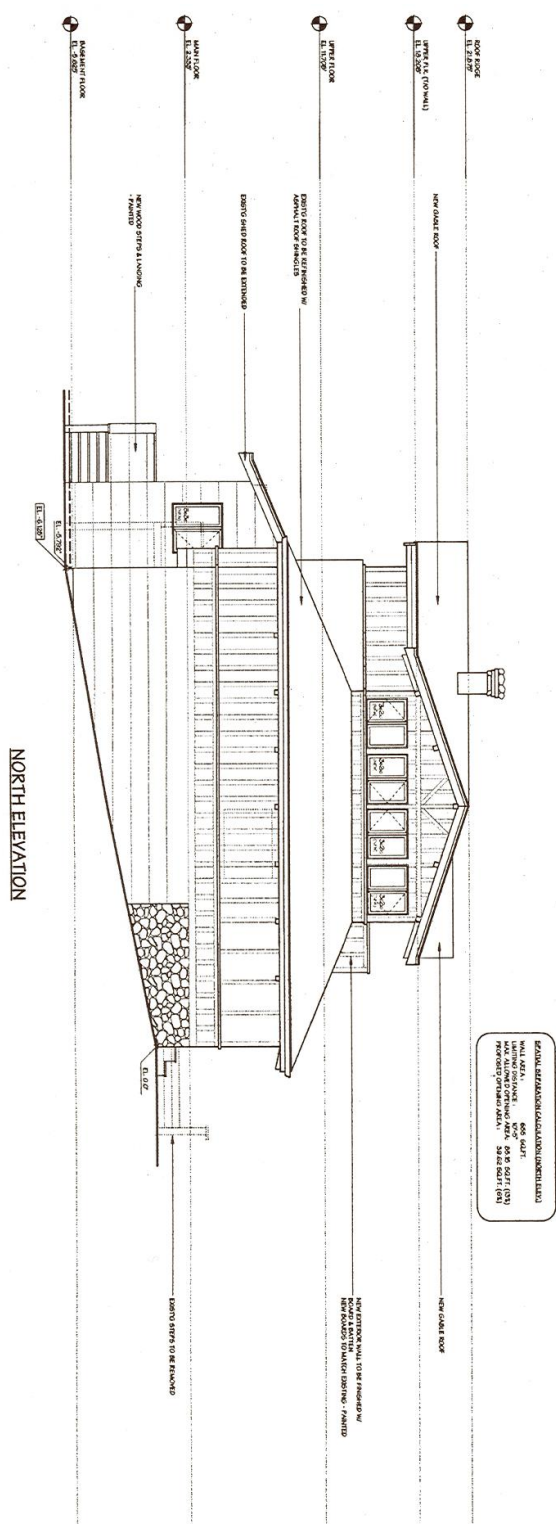
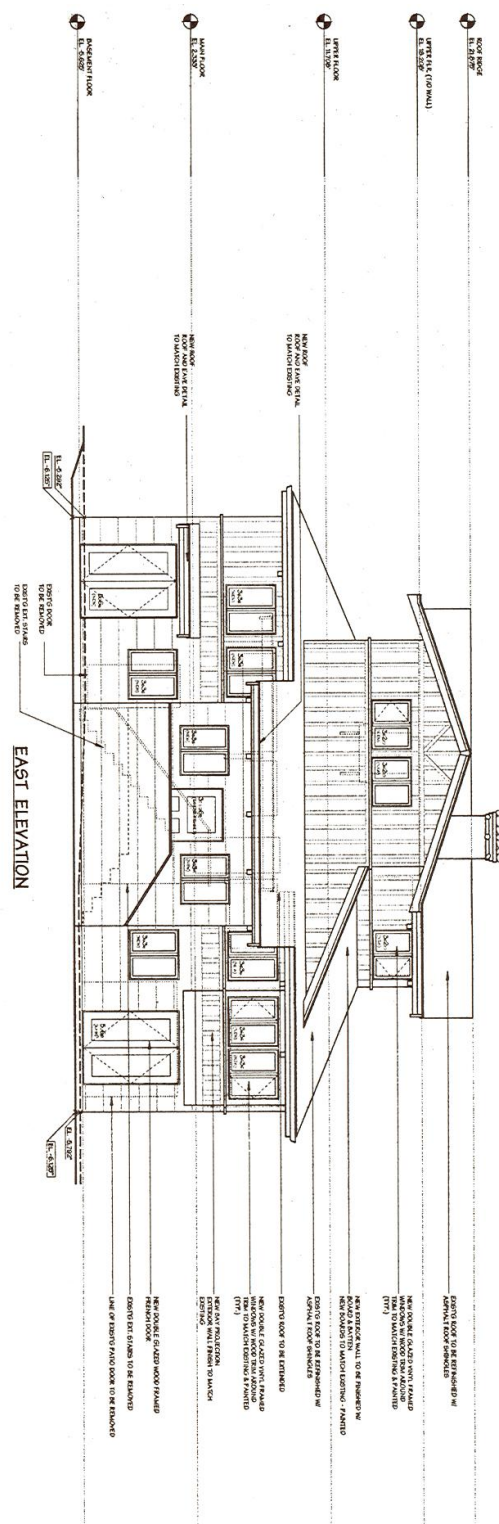
The plans and elevations attached as Appendix A form part of this Heritage Conservation Plan.

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

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







SCHEDULE "B"

VARIATION TO BY-LAWS

1. Section D. Density 2 (b) (i) of Part 16 Single Family Residential Zone (RF) Zone of the Surrey Zoning Bylaw, 1993, No. 12000, as amended is varied or supplemented as follows:

The allowable *floor area ratio* is increase from 0.48 to 0.5645, thereby permitting a maximum allowable floor area of 314.84 square meters (3,389 square feet.), including a garage or carport.

2. Section F Setbacks of Part 16 Single Family Residential (RF) Zone of the Surrey Zoning Bylaw, 1993, No. 12000, as amended is varied or supplemented as follows:

The minimum *side yard* setback on the north side of the House is reduced from 1.8 meters (6 feet) to 0.53 (1 foot 9 inches).

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