

CITY OF SURREY

BY-LAW NO. 13859

**Amended
B/L 14345
03/26/01**

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

WHEREAS:

A. The Council may by by-law pursuant to Part 27 of the Municipal Act, R.S.B.C. 1996, Chapter 323, as amended, re-enacted or consolidated from time to time and any successor statute, 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: 018-587-607

That Portion of Lot 88 Section 7 Township 8 New Westminster District Plan LMP13931 shown in heavy outline on a Survey Plan attached hereto and forming a part of this By-law, certified correct by Alan Zacharias, B.C.L.S., on the 21st day of September, 1999, containing 977 square metres and called Block 'A'.

(Portion of 16940 Friesian Drive)

(the "Lands")

have heritage value 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 of the Lands and on the nature, extent and form of conservation necessary to protect the heritage value.

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 Schedules "A" and "B" attached and hereto appended to this By-law as Schedule "1", (the "Heritage Revitalization Agreement") in respect of the Lands.
2. The Mayor and the City Clerk are authorized on behalf of the Council to sign and seal the Heritage Revitalization Agreement.
3. Schedule "1" forms a part of this By-law.
4. This By-law may be cited for all purposes as "Surrey Heritage Revitalization Agreement By-law, 1999, No. 13859."

READ A FIRST AND SECOND TIME on the 4th day of October, 1999.

PUBLIC HEARING HELD thereon on the 18th day of October, 1999.

READ A THIRD TIME ON THE 18th day of October, 1999.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 26th day of June, 2000.

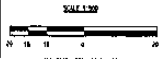
MAYOR

CLERK

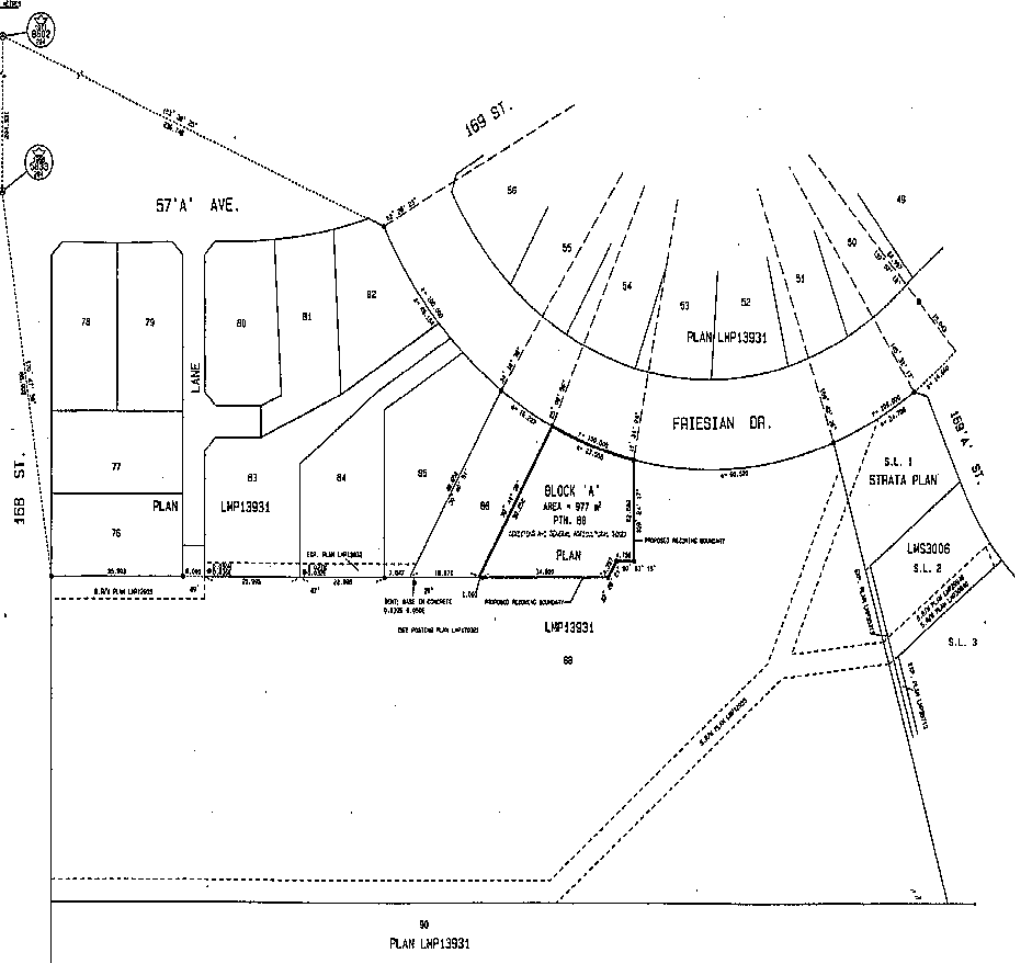
**SURVEY PLAN TO ACCOMPANY CITY OF SURREY REZONING BYLAW NUMBER 13859
OF A PORTION OF LOT 88 SECTION 7 TOWNSHIP 8 N.W.D. PLAN LMP13931
B.C.G.S. 926.017**

LEGEND
 ○ SURVEY CONTROL POINT
 ● SURVEY STATION 2ND PRISM FOUND
 ■ SURVEY LEAS PILE FOUND

INTEGRATED SURVEY AREA NO. 1, SURREY, NUMBER 02365
 THIS MEASUREMENTS ARE GIVEN FROM OBSERVATIONS BETWEEN CONTROL POINTS AND 3RD ORDER, INTEGRATED SURVEY AREA ADJACENT 1.
 THIS PLAN SHOWS SECOND-ORDER, KENNEL DISTANCES.
 FROM 11 CORRECTIONS OF 2.14, CORRECTED
 MULTIPLY BY CORRECTION FACTOR 0.999791.



ALL DISTANCES ARE IN METERS



THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

CERTIFIED CORRECT ACCORDING TO FIELD MAPS.
 DATED 5th 27th DAY OF SEPTEMBER 1999.

B. C. L. S.

FILE: 926.017

SCHEDULE "1"

[To Surrey Heritage Revitalization Agreement By-law, 1999, No. 13859]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the 12th day of June, 2000.

BETWEEN:

CITY OF SURREY
Parks, Recreation & Culture Department
7452 - 132 Street
Surrey, British Columbia,
V3W 4M7

(the "Owner")

OF THE FIRST PART

AND:

CITY OF SURREY
14245 - 56 Avenue
Surrey, British Columbia,
V3X 3A2

(the "City")

OF THE SECOND PART

WHEREAS:

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

Parcel Identifier: 018-587-607
Portion of Lot 88, Section 7, Township 8, New Westminster District, Plan
LMP 13931

(Portion 16940 Friesian Drive)

(the "Lands")

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

- 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* of the Lands.
- E. The improvements on the Lands which have *heritage value* and *heritage character* which both the Owner and the City desire to conserve have been described by text, photographs and plans attached as Schedule "A" (the "Conservation Plan") to this Agreement.
- F. The single family dwelling identified on the Conservation Plan as the Richardson House (the "Richardson 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 Municipal Act, R.S.B.C., 1996, Chapter 323, as amended, re-enacted or consolidated from time to time and any successor statute (the "Municipal Act"), as follows.

Conservation Plan

- 1. (a) The Conservation Plan forms a part of this Agreement and to the extent that the text, photographs, plans and drawings constituting the Conservation Plan require interpretation, the City shall determine the matter and 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 on the Lands that have *heritage value*, and any specific *heritage character*. Part II of the Conservation Plan provides for the timing and phasing of, and sets out standards and specifications for, restoration, rehabilitation, replication, or repair to be undertaken and completed pursuant to this Agreement. Part III of the Conservation Plan sets out restrictions, requirements, guidelines and exemptions for the *conservation* and maintenance of all improvements and features on the Lands that have *heritage value*.

Owner's Obligations to Conserve and Maintain

- 2. The Owner covenants and agrees that:
 - (a) no improvement on the Lands identified in the Conservation Plan as having *heritage value* or a part of the *heritage character* of the Lands shall be *altered* including alterations required or authorized by this Agreement, except as agreed to by the City;
 - (b) each action of restoration, rehabilitation, replication, repair or maintenance, required by Part II of the Conservation Plan, shall be commenced and completed in accordance with the phasing, timing, standards and specifications set out in Part II of the Conservation Plan;

- (c) all improvements identified in Part I of the Conservation Plan as having *heritage value* shall be maintained to the minimum standards and in accordance with the guidelines and requirements set out in Part III of the Conservation Plan;
- (d) all those undeveloped areas of the Lands as outlined in heavy black dotted line on the "Site Plan" forming part of the Conservation Plan, being lands in the opinion of the City necessary for the *conservation* of proximate improvements, identified in the Conservation Plan as having *heritage value* shall continue to remain free of all development and shall be kept in their landscaped and cultivated state, as required in and in accordance with the guidelines set out in Part III of the Conservation Plan, and without limiting the generality of the foregoing, the elevation and configuration of the land and terrain shall not be altered, and no trees or landscaping shall be removed or cut, except for reasonable pruning and grooming;
- (e) the restrictions and requirements pertaining to the Lands are limited to the structure and exterior and selected interior features of the Richardson House, and selected landscape features as identified on the Site Plan;
- (f) in the event that the Richardson 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 Richardson House, 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 design components of the Richardson House, including but not limited to the roof pitch, roofing material, roof lines including gables, single brick chimney, wood cladding, window style and placement, and location of entrances.
- (g) 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 provided in Subsections (a), (b), (c), (d), (e) and (f) of this Section 2 are fully observed, and the Owner shall not do, cause or allow to be done anything that would be in breach of the restrictions herein.

Variation of By-laws

3. Pursuant to Section 966 (2) (b) of the Municipal Act, the following by-laws of the City are varied and supplemented in their application to the Lands in the manner and to the extent provided as follows:
 - (a) The RF Single Family Residential Zoning Schedule of City of Surrey Zoning By-law, 1993, No. 12000, as amended, is hereby varied and supplemented as to the Lands as follows:

- (i) by varying Part 16, Section D.2(b)(i) to limit the floor area ratio to 0.2, to prohibit an attached garage, to limit the detached garage as an accessory building to no more than 22.3 square metres [240 sq.ft.], and to limit the area of each accessory structure, other than the detached garage, to no more than 4 square metres [40 sq.ft.] as set out in Schedule "B" which is incorporated hereto and forms part of this Agreement;
- (ii) by varying Part 16, Section D.2(b)(iii) to restrict the maximum permitted floor area of all buildings to 190 square metres (2,045 sq.ft.), as set out in Schedule "B" which is incorporated hereto and forms part of this Agreement
- (iii) by varying Part 16, Section F to relax the rear yard setback of the principal building to no less than 3.5 metres (11.7 ft.) as set out in Schedule "B" which is incorporated hereto and forms part of this Agreement;
- (iv) by varying Part 16, Section F to relax the front yard setback for an accessory building limited to a detached single car garage, whether partially or fully enclosed, to no less than 12.0 metres (39 ft.), and to restrict the west side yard setback to no less than 3.0 metres (10 ft.), the east side yard setback to no less than 20.5 metres (67 ft.), and the rear yard setback to no less than 15.0 metres (49 ft.) as set out in Schedule "B" which is incorporated hereto and forms part of this Agreement;
- (v) by varying Part 16, Section G.2 to restrict the maximum height of an accessory building limited to a detached single car garage to 4 metres [13 ft.], and the height of all other accessory buildings or structures to 2.5 metres [8 ft.] as set out in Schedule "B" which is incorporated hereto and forms part of this Agreement.

Construction and Maintenance of Works

- 4. Wherever in this agreement the Owner 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*, 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 plans and specifications forming part thereof 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 thereof, 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 Municipal 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 restore, rehabilitate, replace or maintain the building, structure, improvements on or feature of the Lands having *heritage value* 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 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 thereunder, or pursuant to Statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement in its proprietary capacity as the owner of an interest in the Lands.

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:

Attention: General Manager, Parks, Recreation & Culture
City of Surrey
Parks, Recreation & Culture Department
7452 - 132 Street
Surrey, British Columbia,
V3W 4M7

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 fourteen (14) 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 fourteen (14) 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 fourteen (14) days of the City's notice pursuant to this 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 a 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 from time to time to enter onto the Lands 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 Municipal 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

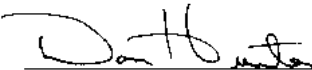
21. All restrictions, rights and liabilities herein imposed upon or given to the respective parties shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns. When the Owner is more than one party they shall be bound jointly and severally by the terms,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

Signed, Sealed and Delivered)
by Don Hunter)
in the presence of:)
Mary Crowe)
Name)
14200 Marine Drive)
Address)
White Rock, B.C.)
V4B 1A8)
Administrative Coordinator)
Occupation)


Name

Name

The Corporate Seal of)
CITY OF SURREY)
was hereunto affixed in the)
presence of:)
_____)
Mayor)
_____)
Clerk)

(C/S)

SCHEDULE "A"

Conservation Plan

Part I - Historical and Architectural Background

1. The Richardson House is identified on the attached "Site Plan", photographs and "Record Drawings" dated February 25, 1999. This two-storey wood frame dwelling was built in 1927, for Guy Richardson, around the time of his marriage to Lucy Bell, both descendants of Surrey pioneers. The Richardson House was built on the same property as the 1890's Richardson homestead, originally 80 acres situated east of Coast Meridian Road (168 Street) between Old Yale Road (Fraser Highway) and New McLellan Road (Highway 10). The Richardson Farm consisted of several significant heritage buildings; the Richardson House is the only remaining building from this homestead, representing the second generation of Surrey settlers and farmers.
2. The Richardson House is in its original location, facing 168 Street, as outlined on the Site Plan, although access to the Richardson House is now from Friesian Drive. The original front yard of the Richardson House has become the west side yard.
3. The Richardson House is basically rectangular in plan with a small projecting entry porch to the west and a later addition to the north known as the "grandfather room", which is dated between 1930 and 1935. It is one and a half storeys in height and has a simple roof form with chamfered side-gable ends and two opposing shed dormers on the second floor. The addition features a lower pitched roof also with a chamfered gable. All fascia boards project past the eavelines and have a distinctive notched pattern. The west side, the true front of the Richardson House, features the original front entry porch covered by a shed roof extension. The porch was enclosed at a later date, with the front door moved to the new outer wall. A cantilevered square bay, the main living room window, is located to the south of this door. A ground level entrance offers access to the basement, which is fully out of ground on the south side of the building. Shingle cladding covers the first floor and dormers and the lower level and south side basement entrance is covered with c lapboard siding. The northern addition is also clad in wooden shingles, with an unusual flared base at grade. The cladding on the Richardson House has not been stained or painted, except for the south side which is currently a bright red despite being significantly weathered.
4. All first and second floor windows are single hung wood sash with a single lower pane, and multi-paned fixed upper sash divided by wood muntins in groups of 6's and 8's. The exception to this form is the piano window in the north gable and a small bathroom window in the east dormer. The tripartite picture window in the living room is the largest window and has a centre panel that is slightly wider than the flanking windows.
5. Significant interior features include the brickwork fireplace surround, the quarter-turn staircase, and original wood trim and millwork. The wood detailing of the stairs is in good condition, with a fine squared newel post, handrail, baluster, and exposed wood stringer.
6. A number of landscape features have been retained on the Lands, as identified on the Site Plan. These include a low stone retaining wall running along the south side of the Lands,

as well as a mature huckleberry to the west of the Richardson House, and a mature rose bush supported by an L-shaped arbour north-west of the Richardson House. A “stepping stone” walkway runs from the front door of the Richardson House around to the corner of the stone retaining wall at the south end.

Part II - Standards and Specifications of Restoration and New Construction

1. The Richardson House is in a Craftsman style of the late 1920's, which featured natural wood cladding and trims. In order to provide adequate protection to the Richardson House, all exposed exterior wood surfaces and siding should be stained. Choice of colour should reflect the historical style, avoiding bright and garish colours.
2. The “grandfather room”, as identified on the Record Drawings, is to be repaired or replaced. All work to be done to the exterior of the Richardson House must match the existing cladding, trim and windows of the original Richardson House. In the event of replacement of the grandfather room, it is to match the floor area and massing of the existing room, and shall be restricted to the floor area and Floor Area Ratio as specified in Schedule “B” of this Agreement. In the event that the grandfather room is removed, the “piano window” located at the foot of the staircase is to be replaced with a window that is identical to the other piano window in the north gable. A stained glass wood frame window may be considered as an alternative replacement.
3. The front entrance on the west side of the Richardson House is to be restored. This includes the construction of new stairs and a landing following the original design of the Richardson House, and unsealing the front door. The placement of the front door and alignment of the front stairs will depend on whether the grandfather room is removed or replaced.
4. Interior restoration may include the installation of a heritage bathtub (i.e. clawfoot tub) and pedestal sink, and toilet, and the installation of double French doors in the living room with heritage hardware.
5. The missing square spindles, newel posts and a hand rail in the upper hall shall be installed to match the lower section of the staircase.
6. The restoration specified in items 1 to 5 shall be completed within one (1) year of the signing of this Agreement.
7. A detached single car garage is to be constructed in accordance with the provisions for an accessory building identified as a detached garage in Schedule “B” of this Agreement. The garage is to be of the same style as the Richardson House featuring a front-gabled roof covered in pre-treated sawn cedar roof shingles, with chamfered gables. The roof pitch of the garage should be 4/12. The garage should be clad in either shingle siding or a combination of shingle siding and narrow lap siding. In the case of the latter, the lap siding should be limited in height to match the Richardson House, approximately 0.5 metre (20 in.) from the top of the garage foundation. The garage door is to be of solid wood construction, with no windows, either a batten door or a conventional garage door on tracks and rollers. A single swinging door is to be provided on the south side of the garage. Windows are to be provided on at least two sides of the garage in a style matching the single hung wood frame windows of the Richardson House. The window

assembly, however, may be either single hung, casement or fixed. The stain applied to the siding for the garage is to be identical to the Richardson House. The Surrey Heritage Advisory Commission is to review and approve the design of the garage prior to construction.

8. A low profile heritage-style fence is to be installed on the south and east sides of the property, with an option to extend this along the north side. Examples of fence types and the height restrictions for each fence type are as follows:

Type of Fence	Height along south property line west of Richardson House	Elsewhere
Picket and Contemporary Picket	1.0 metre (3 ft.)	1.1 metre (3.5 ft)
Three Board	1.0 metre (3 ft.)	1.2 metre (4 ft.)
Contemporary Rail	1.0 metre (3 ft.)	1.1 metre (3.5 ft)
Split Rail	1.0 metre (3 ft.)	1.2 metre (4 ft.)
Hedge with Wire Mesh	1.0 metre (3 ft.)	1.1 metre (3.5 ft)

9. The restoration and construction specified in items 7 to 8 shall be completed within two (2) years of the signing of this Agreement.
10. The existing roofing material shall be replaced with pre-treated sawn cedar roof shingles. This restoration shall be completed within three (3) years of the signing of this Agreement.
11. A maximum of two accessory structures may be placed in the yard, one of which is a garden shed, subject to the restrictions on setbacks and area for an accessory structure as specified in Schedule "B". The materials used in the construction or assembly of the garden shed shall be in keeping with the Richardson House: cladding and roofing made of plastic or metal is not acceptable. There is no timing requirement on the construction or assembly of these optional accessory structures.
12. Building plans of all restoration and construction associated with this Part of the Conservation Plan will require referral to the General Manager, Planning & Development and the Heritage Advisory Commission for review.

Part III - Continued Maintenance

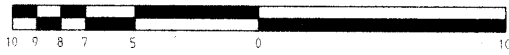
1. Wherever possible, original exterior features of the Richardson House shall be retained. If any original features must be replaced, the new material shall be identical to the original. Where original features were removed through earlier renovations or alterations, and the replacements were not in keeping with the original style of the building, any subsequent replacement of these exterior features shall complement the building's heritage style.
2. The Richardson House shall be maintained to prevent water intrusion and damages from sun, wind, weather, animals and vandalism. This includes the replacement of roofing when necessary, and staining to protect exterior features.

3. Colours shall be in keeping with the historical style of the building as outlined in Part II of this Agreement. Trim should be stained a natural wood tone or white or off-white.
4. The section of the Lands surrounding the Richardson House that conveys the original historic character of the Richardson Farm shall either be maintained in its original state or modified provided the changes are minor and in keeping with the period and historical significance of the site. The stone retaining wall, the stone walkway, and rose garden, as identified on the attached "Site Plan" and photographs, are all to be retained.
5. All maintenance and improvements associated with this Part of the Conservation Plan will require referral to the General Manager, Planning & Development and the Heritage Advisory Commission for review.

Site Plan of Richardson House:

CIVIC ADDRESS: 16940 FRIESIAN DR. SURREY B. C.

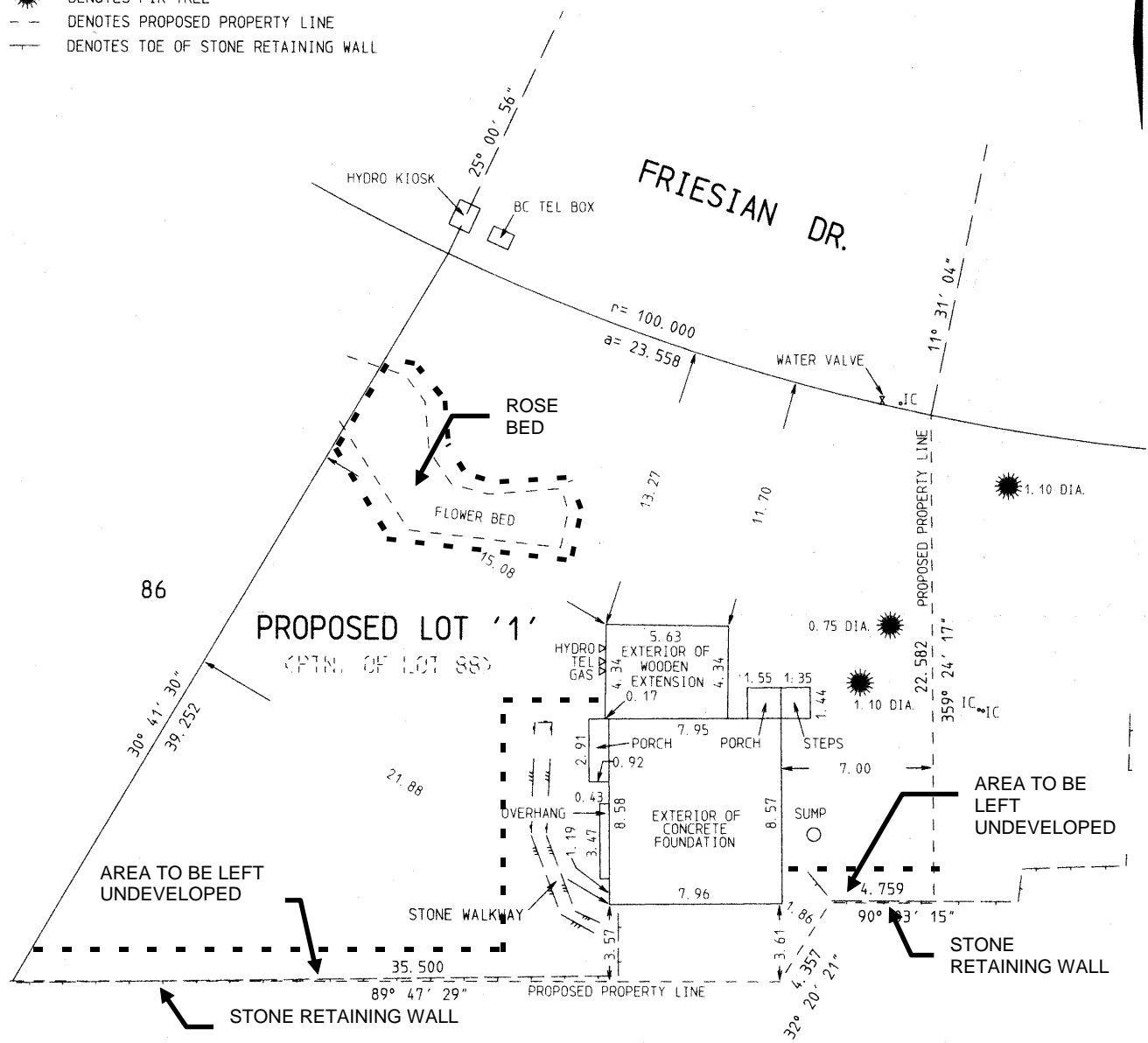
SCALE 1:250



ALL DISTANCES ARE IN METRES
DIMENSIONS ARE DERIVED FROM FIELD SURVEY

LEGEND

- IC DENOTES INSPECTION CHAMBER
- ▷ DENOTES SERVICE CONNECTION
- ☀ DENOTES FIR TREE
- - - DENOTES PROPOSED PROPERTY LINE
- |— DENOTES TOE OF STONE RETAINING WALL



Photographs of Richardson House and Surrounding Yard:



West side of the House, originally the front facing



North and east side of the House, as seen from Friesian Drive



South side of the House

Photographs of Richardson House and Surrounding Yard:



Proximity of low stone retaining wall in relation to the House



Low stone retaining wall and adjoining property to the west



Stone walkway leading from the front door to the south-west corner of the House



Stone retaining wall
and stone steps at
south-west corner
of House



Rose garden, part of
the original front
yard of the House



Fir trees located to
the north-east of the
House

Photographs of Interior Features of Richardson House:



Front entry hall,
with door frame,
piano window and
staircase

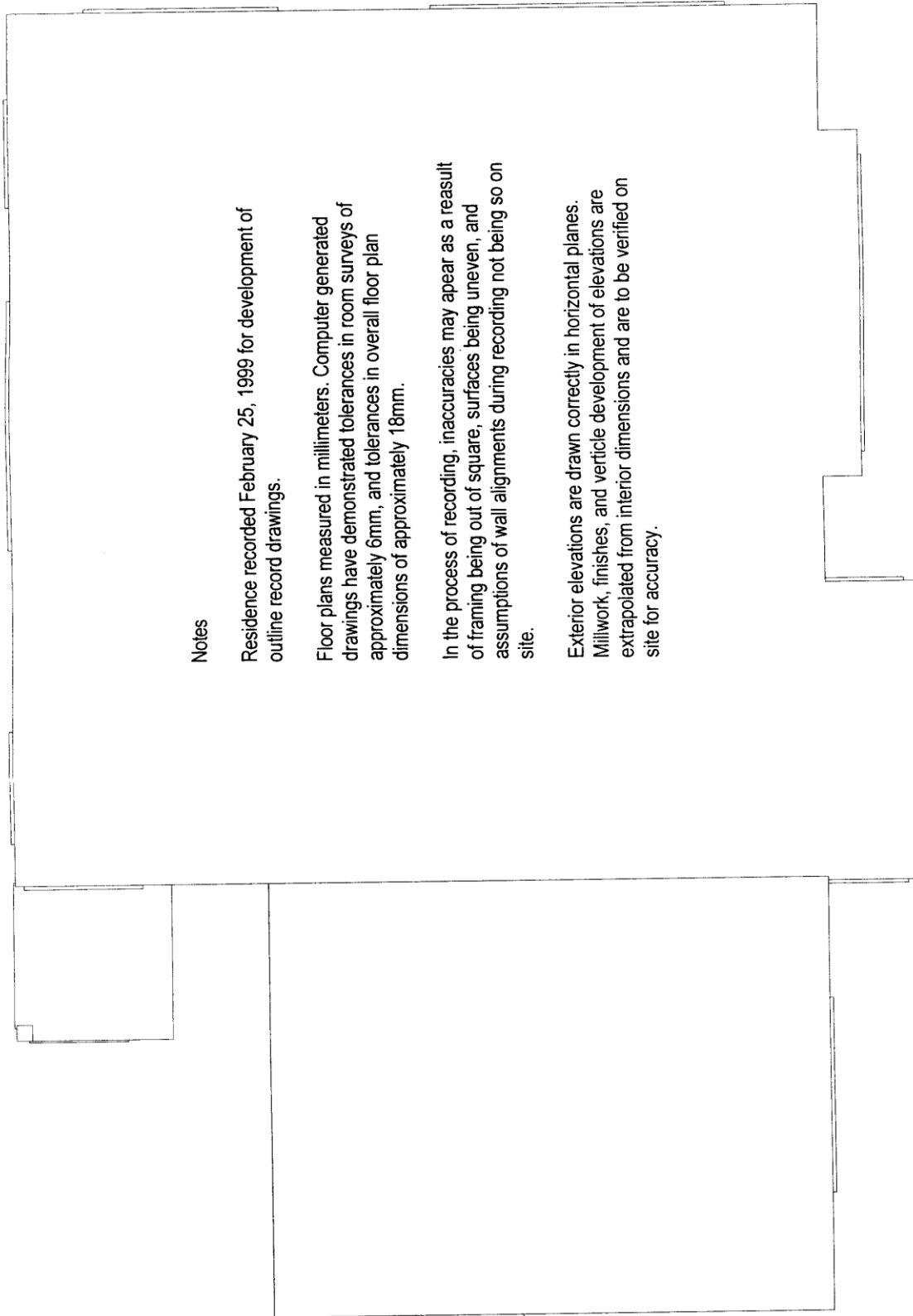


Fireplace in living
room



Interior wood
detailing around
front windows and
crown moldings

Exterior Wall Profile at Grade



Notes

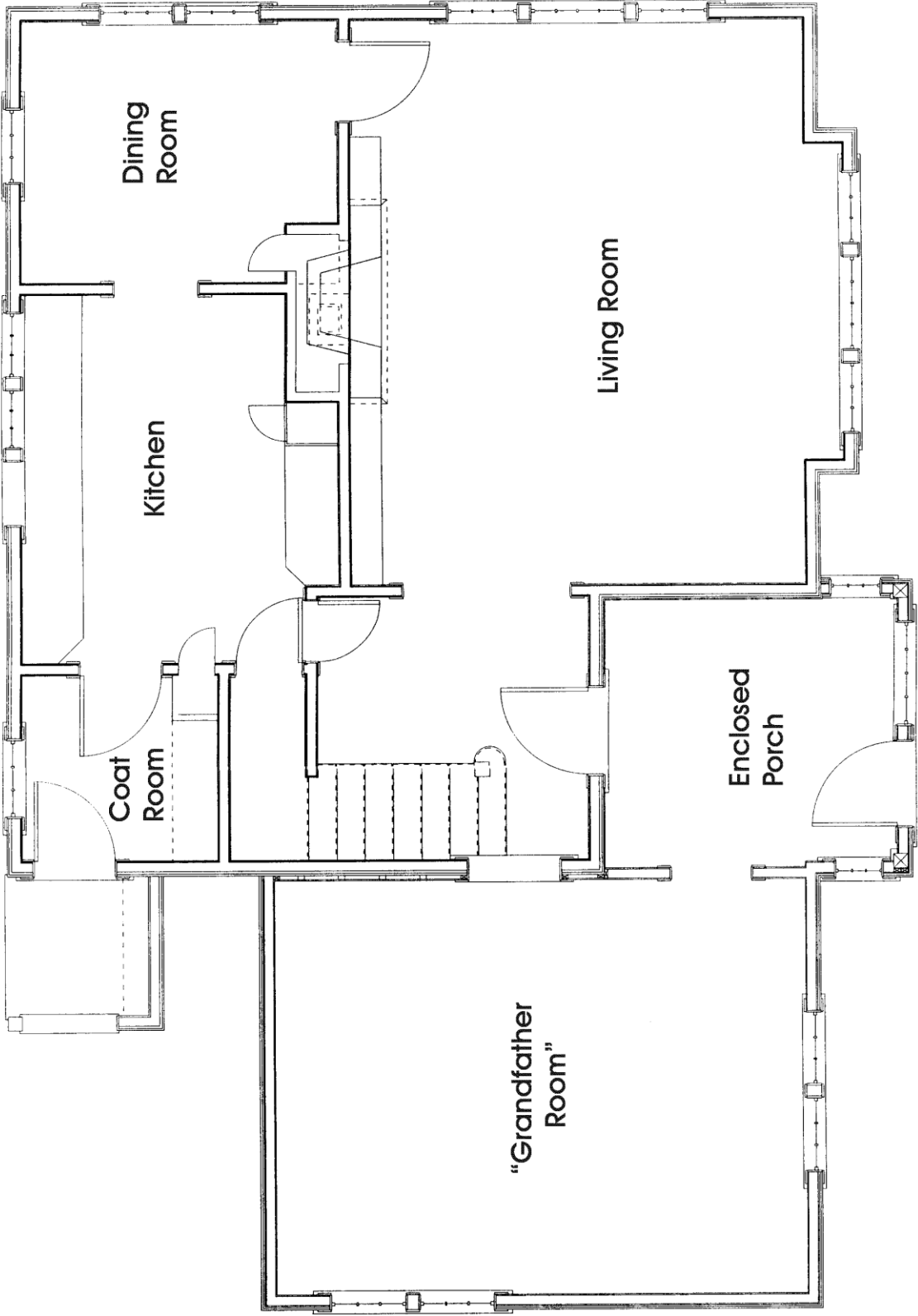
Residence recorded February 25, 1999 for development of outline record drawings.

Floor plans measured in millimeters. Computer generated drawings have demonstrated tolerances in room surveys of approximately 6mm, and tolerances in overall floor plan dimensions of approximately 18mm.

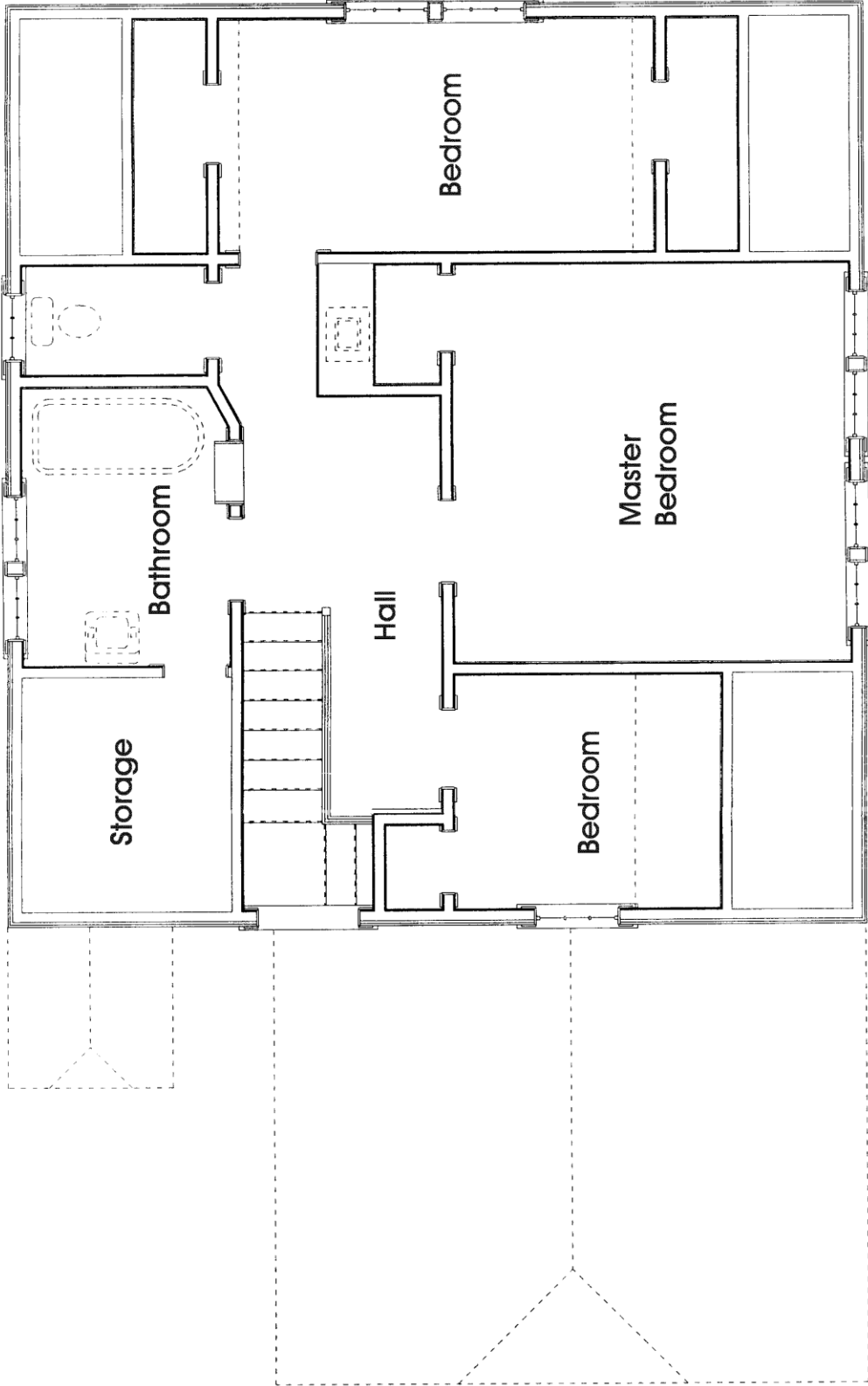
In the process of recording, inaccuracies may appear as a result of framing being out of square, surfaces being uneven, and assumptions of wall alignments during recording not being so on site.

Exterior elevations are drawn correctly in horizontal planes. Millwork, finishes, and verticle development of elevations are extrapolated from interior dimensions and are to be verified on site for accuracy.

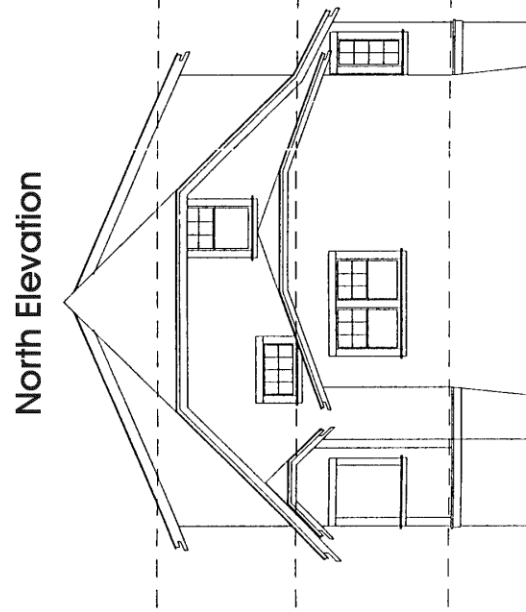
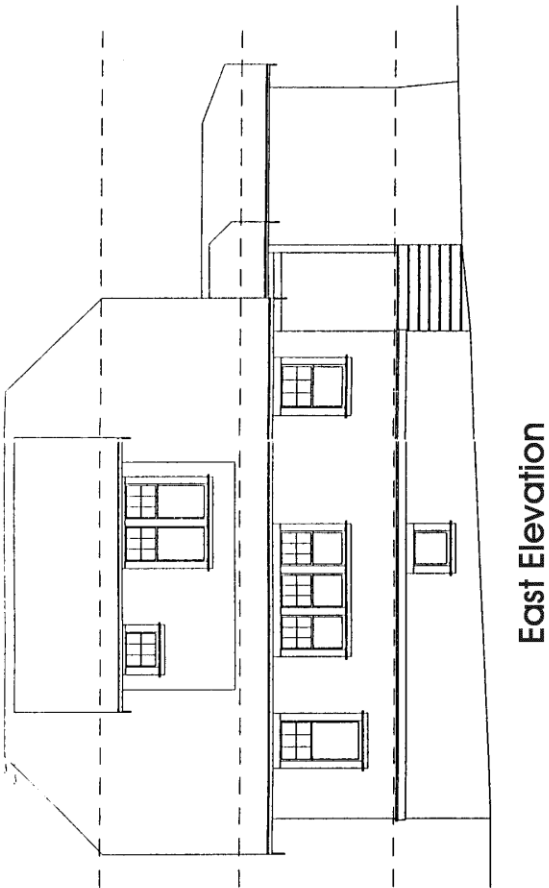
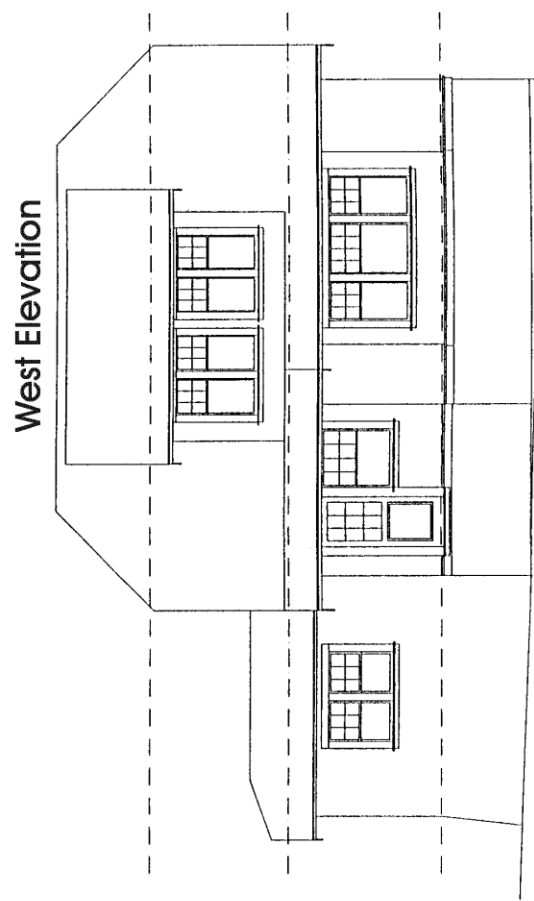
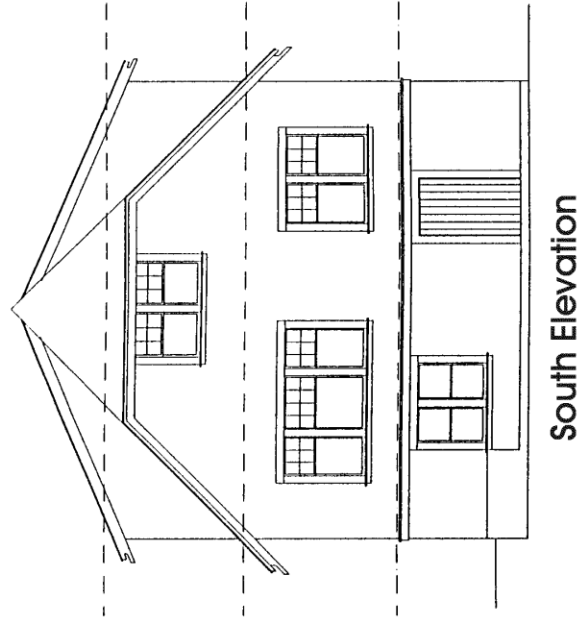
Ground Floor Plan



Second Floor Plan

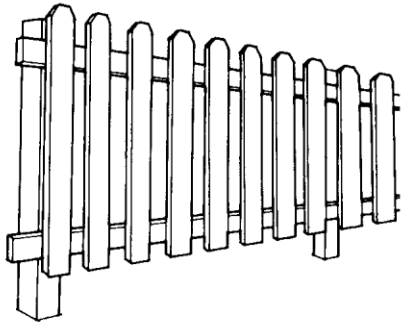
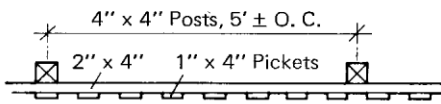


Elevations

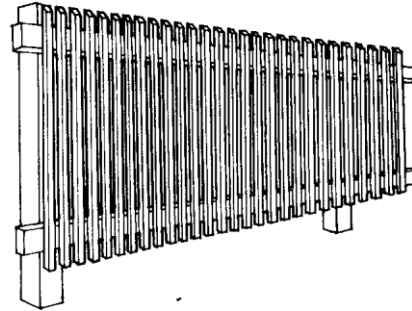
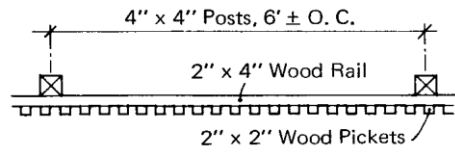


Examples of Fence Types

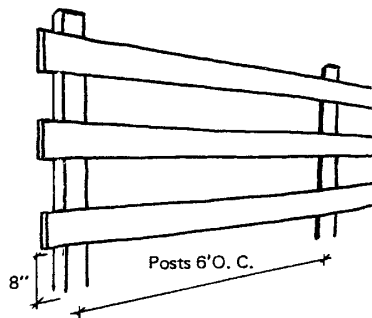
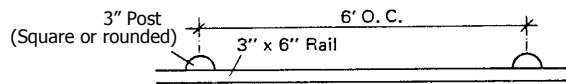
Picket



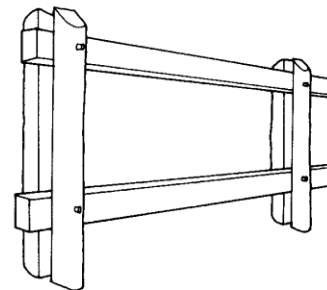
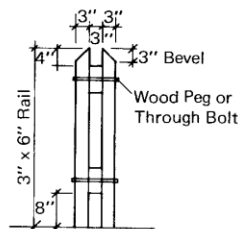
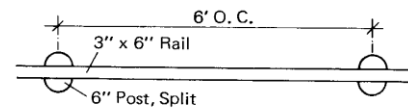
Contemporary Picket



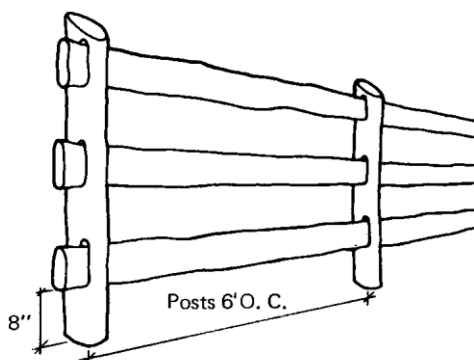
Three Board



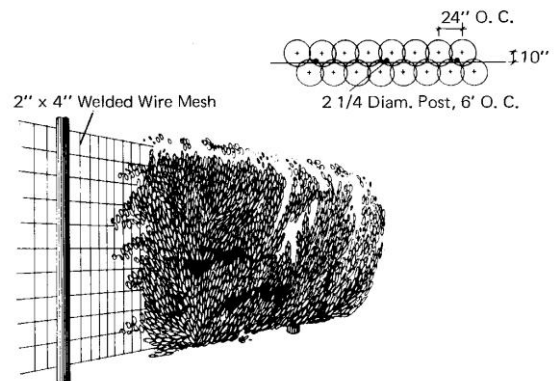
Contemporary Rail



Split Rail



Hedge with Wire Mesh Fence



SCHEDULE "B"

City of Surrey Zoning By-law, 1993, No. 12000, as amended, is hereby varied for the subject lands with respect to Part 16, Single Family Residential Zone (RF) as follows:

I. Section D.2(b), Density, is replaced with the following:

"2. (b) For *building* construction within a *lot*:

- i. The *floor area ratio* shall not exceed 0.2 provided that of the resulting allowable floor area, a maximum of 22.3 square metres [240 sq.ft.] shall be reserved for use only as a garage to be detached from the *principal building*, and further provided that the area of each *accessory building or structure* other than the detached garage shall not exceed 4 square metres [40 sq.ft.]. The floor area making up the *accessory building(s) or structure(s)*, other than the detached garage, shall not be included as part of the floor area for the purpose of calculating *floor area ratio*.
- ii. Notwithstanding the above, the maximum floor area shall be 190 square metres [2,045 sq.ft.]."

II. Section F, Yards and Setbacks, is replaced with the following:

"*Buildings and structures* shall be sited in accordance with the following minimum setbacks:

<i>Setback</i>	<i>Front Yard</i>	<i>Rear Yard</i>	<i>Side Yard</i>	<i>Side Yard on Flanking Street</i>
Use				
<i>Principal Building</i>	7.5 m. [25 ft.]	3.5 m. [11.7 ft.]	1.8 m. [6 ft.]	Not applicable
<i>Accessory Building Limited to a Detached Single Car Garage</i>	12.0 m. [39 ft.]	15.0 m. [49 ft.]	3.0 m. [10 ft.] for west side; 20.5 m. [67 ft.] for east side	Not applicable
<i>Accessory Buildings and Structures, not exceeding 4 square metres [40 sq.ft.] in Size</i>	18.0 m. [60 ft.]	0.0 m.	0.0 m.	Not applicable

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III. Section G.2, Height of Buildings, is replaced with the following:

- "2. *Accessory buildings and structures*: The *height* of an *accessory building* limited to a detached garage shall not exceed 4 metres [13 ft.], and the height of all other *accessory buildings and structures* shall not exceed 2.5 metres [8 ft]."

(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 that By-law.)

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