

CITY OF SURREY

BY-LAW NO. 15233

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: 011-284-285
Portion of Lot 1 Section 7 Township 8 New Westminster District Plan 7695

16811 - 60 Avenue

(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" attached thereto and 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 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 "City of Surrey Heritage Revitalization Agreement By-law, 2003, No. 15233."

READ A FIRST AND SECOND TIME on the 1st day of December, 2003.

PUBLIC HEARING HELD thereon on the 15th day of December, 2003.

READ A THIRD TIME, AS AMENDED on the 15th day of December, 2003.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 7th day of June, 2004.

_____ MAYOR
_____ CLERK

SCHEDULE "1"

[To City of Surrey Heritage Revitalization Agreement By-law, 2003, No 15233]

HERITAGE REVITALIZATION AGREEMENT

This Agreement made the ___th day of _____, 200_

BETWEEN:

PARK RIDGE HOLDINGS LTD.
14096 28A AVE
SURREY BC V4P 2H8

(the "Owner")

OF THE FIRST PART

AND:

THE 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: 011-284-285
Portion of Lot 1 Section 7 Township 8 New Westminster District Plan 7695

16811 - 60 Avenue

(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 Boothroyd House (the “Boothroyd 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 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; 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 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;
 - (e) in the event the Boothroyd 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 Boothroyd House shall capture the original character-defining elements and design components, including but not limited to the simple two-story volume with gable roof, roofing material, the front porch, exterior wood cladding, and the wood windows, style and trim but not the hybrid construction of log and balloon framing;
 - (f) 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.

Construction and Maintenance

3. 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

4. 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

5. 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

6. 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

7. 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

8. 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

9. 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

10. 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

11. 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.

Compliance with Laws

12. 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

13. 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: _____
PARK RIDGE HOLDINGS LTD.
14096 28A Avenue
Surrey, BC V4P 2H8

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

14. 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 14(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 a discretion by the City shall be final, conclusive and binding on all parties.
15. 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

16. The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement or any provision hereof.

Schedules

17. All schedules to this Agreement are incorporated into and form part of this Agreement.

Number and Gender

18. 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

19. 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

20. 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.

SCHEDULE “A”

CONSERVATION PLAN

PART I – HISTORICAL AND ARCHITECTURAL BACKGROUND

The Boothroyd House is one of the earliest pioneer farmhouses in Surrey. It has stood at “Five Corners”, one of the most historic intersections in the Surrey Centre, for over 125 years. George Boothroyd and his family were the second European settlers in Surrey Centre, and pre-empted and farmed 160 acres of land in the 1880's. The purpose of this Conservation Plan to encourage sensitive rehabilitation of the house, maintain its historical integrity, and ensure its retention as a vital part of an area undergoing redevelopment.

The associated development permit for this site proposes the retention of the Boothroyd House on its current foundation, surrounded by 15 detached strata homes in a sympathetic style. The City of Surrey has agreed to support local commercial uses for the dwelling itself in order to promote its adaptive re-use. Many existing trees on the site will be retained to create an appropriate setting for the heritage building and the new residences.



South Elevation, before and after

The original house consists of a two-storey gable-roofed volume built circa 1875. It represents a unique hybrid of log and balloon framing construction methods. The exposed structure in the crawl spaces and attic are of particular interest.



View of north addition from southeast

The ground floor porch originally had a shed roof extending the full width of the house, but was later replaced by a hip roof. Similarly, the decorative brackets framing the post tops and the turned spindles of the porch railing are later replacements of simpler wood elements typical of early pioneer homes.

The facades are typical of the period. They exhibit a basically symmetrical fenestration pattern and simple elegant detailing seen in “Classic Revival” houses common in the Pacific Northwest from the 1840’s to 1870’s. Original pedimented windows and doors give a unique character despite installation of vinyl siding. The double-hung windows were originally four-over-four sash, since changed to two-over-two sash.

The one-storey gabled mass on the north is a slightly later addition. It also consists of hewn log and hewn pole floor and roof framing. The northwest entry porch was added last, and is constructed in 2x4 wood framing with a flat roof.



Porch and west façade of first addition, original house behind.

The interior is organized around a central stair leading up from the south end of the living room. On the upper floor, the stair is surrounded by an open hallway that grants access to several bedrooms. The attic space above the first addition is behind a door just off the top of the stair, and a narrow stairwell at the northwest leads up to the primary attic over the original house.



Central stair at second floor, looking east

The interior retains much of its original character, largely by virtue of heavily molded window and door casements, as well as unusual roundel corner blocks. Single piece 12” high baseboards and an integral crown molding add to this sense of interior detail. Unusually wide fir tongue and groove floor boards (5” to 6”) are laid at ninety degrees to rough tongue and groove sheathing laid over the floor joists. V-notched ceiling boards conceal hewn log joists also seen in the attic.



Note wide floor boards, baseboard, window and door trims

In summary, character-defining elements to be preserved include:

A. Exterior and Structure:

- simple two-storey volume(s) with gable roof;
- building envelope elements, specifically but not limited to cedar roofing and siding;
- symmetrical fenestration pattern;
- windows and swing doors;
- wood detailing, including pedimented trims at window and door heads;
- porch, including carved wood posts (excluding later balusters) and floor boards;
- unique hybrid construction of log and balloon framing;
- other structural elements, specifically but not limited to floor and ceiling joists;
- and,
- original fasteners (i.e. square nails).

B. Interior:

Maintain or replace the following with similar wood materials having a style that maintain the heritage character

- floor boards, wood detailing and trims, including baseboard with finial features;
- doors and windows, including hardware and door knobs; and,
- stair newel posts and handrail (excluding later balusters).

PART II – MAINTENANCE, STANDARDS AND PERMIT APPROVALS**1. General**

A Maintenance Strategy shall be established, consist of a Maintenance Plan and a Funding Strategy. The Maintenance Plan shall be prepared with input from an Architect knowledgeable in restoration of heritage buildings. Issues to be addressed include water penetration, and damage from sun, wind, weather, and animals. Maintenance includes painting, sealing, weather stripping, and the like.

There are no strict timing requirements for restoration as outlined in this document, however, structural integrity of the building and the building envelope shall be maintained at all times.

The Maintenance Plan and a Funding Strategy shall include the following:

A. Maintenance Plan:

Short term (3-7 years):

1. Paint exterior wood in 3 years or sooner if required.
2. New preservative-treated cedar shingle roof in 3 years or sooner if required.
3. Remove vinyl siding and assess possibility of retaining wood cladding beneath. If wood cladding cannot be retained, reclad building in wood or cementitious board siding to match existing wood profile and finish (i.e. smooth, not wood-grained, and painted).

Long term (7+ years):

1. Paint exterior wood every 10 years or sooner if required.
2. New preservative-treated cedar shingle roof in 25 years or sooner if required.

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 and Development Department within 1 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 by the Heritage Advisory Commission and the Planning and 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 apply to all construction, maintenance, restoration or renovation works undertaken under Parts II or III on the Boothroyd House.

3. 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 City Council upon the recommendation of the General Manager of Planning and Development and the Heritage Advisory Commission.

- a) If changes to the building structure or exterior of the house involve replacement of existing elements and/or new construction, 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 and Development.
- b) If simple repair and maintenance of existing elements not affecting the building's structure or exterior 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.

The general intent is to promote retention of existing materials and elements wherever possible. If restoration is not feasible, replacements shall be constructed to match the 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.

4. Building Permit Approval

As the Boothroyd House is recognized as a significant 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

On the recommendation of the Heritage Advisory Commission, City Council previously recommended that the Boothroyd house should remain on its original foundation and not be moved. This led to adjustments of the City's proposed road widening along 168th Street to ensure the heritage building could remain on its existing footings.

The Boothroyd House and its foundation will be restored under the scope of work as outlined in this part of the Heritage Revitalization Agreement. An independent Architect with expertise in restoration of heritage buildings shall be engaged to review previous recommendations on upgrading the building, including determination of the best manner in which to preserve and/or record the unique historical construction methods. In particular, original wood structural elements should be preserved wherever possible.

Condensation problems should first be addressed by methods which preserve the structure in as close as possible to its original form prior to undertaking more permanent interventions. Installation of drain tile around the building perimeter and additional crawl space venting should pre-date irreversible changes which conceal the original structure or remove it. All this work shall be overseen by an Architect with expertise in restoration of heritage buildings. After completion of the initial work, the building shall be monitored for a period of at least one year to determine whether what further interventions, if any, are needed to lessen condensation problems. For example, a more permanent installation of a polyethylene vapour barrier under a layer of gravel should be undertaken prior to installation of a concrete topping.



Wood structure in crawl space

2. Roof Structure and Cladding

Repairs and replacement of the cedar shingle roof and structure shall be overseen by an Architect with expertise in the field of heritage restoration. The original roofing, strapping and fastenings are a part of the heritage significance of the building. The original fastenings (i.e. square nails) should be retained and re-used if at all possible, and examples retained and kept on site for the sake of posterity.



Balloon framing in attic

Structural reinforcement of the roof structure shall not compromise the visual integrity of the existing structure, but shall also be obvious as a later intervention.



Attic joists, strapping and cedar shingles fastened with square nails

Any fascia boards showing signs of decay shall be replaced with wood or cementitious boards, and shall be painted prior to installing eaves troughs. The eaves troughs and downspouts attached to the fascia of the lower roof shall be examined and replaced if necessary. A simple gutter profile shall be specified to not compromise the historical character of the building.

3. Building envelope, wood detailing and trims

The existing vinyl cladding on the Boothroyd House will be removed as part of the long-term restoration program. The condition of the original wood cladding underneath shall be assessed by an independent Architect with expertise in heritage buildings to determine whether restoration is feasible. If not, new wood or fibre cement siding (“hardie-plank”) matching the appearance and profile of the original horizontal lap siding shall be installed and painted.

The original paint colour will be assessed by removing the current vinyl siding and rigid insulation. The exterior paint colour may be changed to reflect the original appearance of the house, or left as white. A contrasting complementary paint colour will be used for windows, doors and wood trims.

The window and door trims shall be inspected at the time of the removal of the vinyl siding and any boards that show signs of damage or decay shall be replaced to match the existing and repainted if restoration is not possible.

The existing windows and doors shall be retained. 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.



Typical window and frame

Use of removable frame storm windows shall be subject to approval by the Planning and Development Department, in consultation with the Surrey Heritage Advisory Commission. The appearance of storm windows should not detract from the simplicity of the building exterior.



The front porch, posts, flooring, trims and other original design features shall be retained. The porch posts may be replaced by an identical solid wood post if an Architect with expertise in the field of heritage restoration advises they are past the possibility of preservation in their original form. Floorboards which cannot be preserved due to significant rot and decay shall be replaced with wood tongue and groove boards or planks in an identical size and profile.



Porch columns and scrollwork brackets

The scrollwork brackets may be replaced by a simpler design more in keeping with the original appearance of the house. The later porch railing shall be replaced with more simple square rails to more closely conform to the original appearance of the house as seen in historical photographs.

4. Interior Condition

The interior of the Boothroyd House will not be affected by proposed work, and no restoration, rehabilitation, replication, repair, replacement or maintenance of the interior will be mandatory as part of this Agreement.

It is desirable to retain original or early interior elements that contribute to heritage character, including the original floor boards, wood detailing and trims, doors and windows.

5. Landscaping

The landscaping shall be installed to match on the applicable plan attached to the Development Permit that applies to the lands. Existing trees to be retained include the walnut at the 5 Corners intersection, the large catalpa directly south of the house, a maple northwest of the house, and a series of spruce, cedar, birch, fir and maple trees along the south property line.



Mature Bean Tree (Catalpa) to southwest and maple to the north are key site features.

The trees to be retained have been assessed by a registered Arborist as part of the Development Permit process and have been incorporated in the landscape plans for the development. As some of the trees on the site may be near the end of their life expectancy, they shall be replaced when required with the same species (deciduous: 8-10 cm. caliper, conifers: 4-5 m. in height).



Catalpa tree



Decorative ironwork gate

Low hedging will be installed along the site perimeter and will be maintained at a height of approximately 1 metre. The climbing hydrangea vine north of the house shall be retained. Other landscape features to be retained include the decorative ironwork gate on the south property line, and the wagon wheel in the north patio. The 1.8 m wood fence along the north and east property lines shall be detailed to match the house, and lowered to 1.2 m. within 7.5 metres of the streets to comply with Zoning By-Law requirements. Incorporation of split rail fencing shall be encouraged as part of the Development Permit.

6. Signage, Lighting and Accessory Buildings

A. Signage and Lighting

Signs should be unobtrusive, constructed in natural materials such as wood, and externally illuminated in order to be compatible with the heritage building and the character of a residential area. Plastic signs, high gloss materials, back-lit signage and bright colours should generally be avoided. Signs shall not be constructed or located in such a way as to obscure any architectural features, and shall be compatible in terms of size, shape, material, texture, colour and method of lighting. Any free standing sign shall be low profile, limited to 2 metres in height, and incorporated into a landscaping feature. The Development Permit shall be consistent with these guidelines.

Site lighting shall be consistent with a residential neighbourhood. Any freestanding light fixtures should be pedestrian-scaled (i.e. 15'), decorative types. Details shall be included in the Development Permit.

B. Accessory Buildings and Structures

Current outbuildings on the property may be removed or relocated as part of the development permit process. The shed immediately northeast of the house may be re-used as a garbage/recycling enclosure. Future accessory buildings shall conform to the Development Permit that applies to the Lands.



Accessory building may be re-used