

TREE RETENTION / REPLANTING

LAN.32

POLICY

Date Policy Adopted: February 3, 1997
Date Policy Amended: November 1, 2004
Date Policy Amended: January 4, 2005
Date Policy Amended: March 19, 2007
Date Policy Amended: April 16, 2007
Date Policy Amended: December 7, 2009
Date Policy Amended: June 18, 2012

Council Resolution Number: 97/102
Council Resolution Number: 04/1192
Council Resolution Number: 05/006
Council Resolution Number: 07/232
Council Resolution Number: 07/331
Council Resolution Number: RC09/777
Council Resolution Number: RC12/374

32.1 Goals and Objectives

The goal of the District of Mission Tree Retention/Replanting Policy is to preserve, protect and replace significant trees as part of the development process. There are many benefits to the developer and community to maintain trees on development property; reasons such as visual aesthetics, tree stand health, fisheries values, protection of animal and raptor habitat, improved subdivision and building design, greenhouse gas reductions and view corridors may provide for improved development and community character.

32.2 Applicability

This policy shall apply to all rezoning and subdivision applications. Development permit applications will address tree retention within the landscaping plan requirements.

32.3 Replanting Requirements

For the purposes of this policy, a 'significant tree' means a tree having a caliper of 20 centimetres or greater as measured at a height of 1.5 metres above ground level.

All significant trees removed as part of the development process must be replaced with the exception of the following:

- In all areas of Mission: Trees located within proposed municipal infrastructure necessary to complete a development.
- In the Rural and Rural Residential designated areas: all "on-site" necessities, to a maximum of 2,750 square metres (29,600 sq. ft.), including the following:
 - Defined building envelopes to a maximum of 2,000 square metres (21,528 sq. ft.);
 - Driveways, including panhandle areas;

- Defined septic fields; and
- Wells

In addition to this requirement, a minimum of **two** trees must be planted in accordance with **Schedule A** and **B** on each lot created by subdivision.

A restrictive covenant, in accordance with **Schedule D**, may be utilized to protect significant trees, stands of trees and planted trees.

32.4 Incentives and Penalties

As an incentive, every significant tree retained within urban area building envelopes shall be considered as **three (3)** replanted trees.

As a penalty, where there is documented evidence that tree removal has occurred prior to submission of a development application and prior to approval of a Tree Retention/Replanting Plan, the development proposal must entail replacement of all removed trees at a ratio of 3:1 (for every significant tree removed, three (3) trees must be planted in accordance with **Schedule B**).

32.5 Tree Survey Plan Requirements

If required, existing significant tree locations on the development property shall be confirmed and plotted by a certified British Columbia Land Surveyor (BCLS) on the Site Assessment Plan. Large tree stands that will not be disturbed by development activity on larger properties may be extrapolated and indicated on the Site Assessment Plan. A Certified Arborist, Registered Professional Forester, or Registered Landscape Architect may be utilized in addition to the services required by a certified BCLS. In urban areas, as a supplement to the Site Assessment Plan, a tree survey plan must be submitted including:

- The location and species of all significant trees on the development property;
- The location of all proposed lots and associated building envelopes;
- Identify all significant trees that will be retained and identify which trees will be removed.

32.6 Tree Retention Requirement

All significant trees retained within the urban area must be protected in accordance with the plastic 'snow fencing' requirements defined in **Schedule B** and remain in place until construction of a home is complete.

32.7 Replanting Requirements

Once a tree survey plan has been submitted and accepted by staff, a replanting scheme for significant trees slated for removal must be provided. The proposed locations of replacement and additional trees must be approved by staff and plotted on a copy of the tree survey plan. The trees to be planted must:

- i. utilize Group One native trees or Group Two non-native compatible trees, as defined in **Schedule A** attached hereto;
- ii. be planted in accordance with **Schedule B**;
- iii. not include hedging trees (e.g. small cedar hedging).

32.8 Security Deposit

Where it is not practical to plant/replant trees prior to the development being approved, the District of Mission will permit developers to provide a security deposit to ensure tree planting is completed. The developer must provide to the District a fee of \$250.00 for each tree required as part of this policy and sign the release letter attached as **Schedule C**. The monies held by the District will be returned upon completion and staff inspection/approval of the Tree Retention and Replanting Plan. If the developer does not complete the replanting scheme, the security deposit will be utilized by the Parks, Recreation and Culture Department for tree plantings within the community.

32.9 Approval

The Approving Officer is granted the authority to approve Tree Retention/Replanting Proposals for developments involving the creation of ten (10) lots or less. All other proposals will be reported to and approved by Council.

Once a plan is approved, the necessary requirements will be administered via the subdivision process and listed as a condition of approval in the PLA.

Only after Council, or the Approving Officer, approves a Tree Retention/Replanting Plan should tree cutting, site clearing, grading, servicing and site construction begin. Field inspection of the Tree Retention/Replanting Plan prior to development approval or after lot grading is completed (provided a security deposit is received) must be submitted by a Certified Arborist, Registered Professional Forester, Registered Landscape Architect or be completed by staff.

SCHEDULE A

GROUP ONE TREES

Native Trees intended for group plantings and to enhance rural open space areas.

Trees Deciduous

Common Name

Scientific Name

Bigleaf Maple*	Acer macrophyllum
Blackwood Cottonwood*	Populus balsamifera ssp.
Pacific Dogwood	Cornus nutallii
Bitter Cherry	Prunus emarginata
Pacific Crabapple	Malus fusca
Douglas Maple	Acer glabrum
Black Hawthorn	Crataegus douglasii
Vine Maple	Acer circinatum

Trees Conifer

Grand Fir*	Abies grandis
Noble Fir*	Abies procera
Douglas Fir*	Pseudotsuga menziesii
Sitka Spruce*	Picea sitchensis
Western Red Cedar	Thuja plicata
Yellow Cedar	Chamaecyparis nootkatensis
Western White Pine*	Pinus monticola
Shore Pine	Pinus contorta

GROUP TWO TREES

Non-native trees intended for use in urban locations and urban open space areas.

Deciduous

Dawn Redwood*	Metasequoia glyptostroboides
Trident Maple	Acer buergerianum
Katsura	Cercidiphyllum japonicum
Ginkgo	Ginkgo biloba
American Elm	Ulmus americana
Western Larch	Larix occidentalis
Japanese Stewartia	Stewartia pseudocamellia
Japanese Maple	Acer palmatum

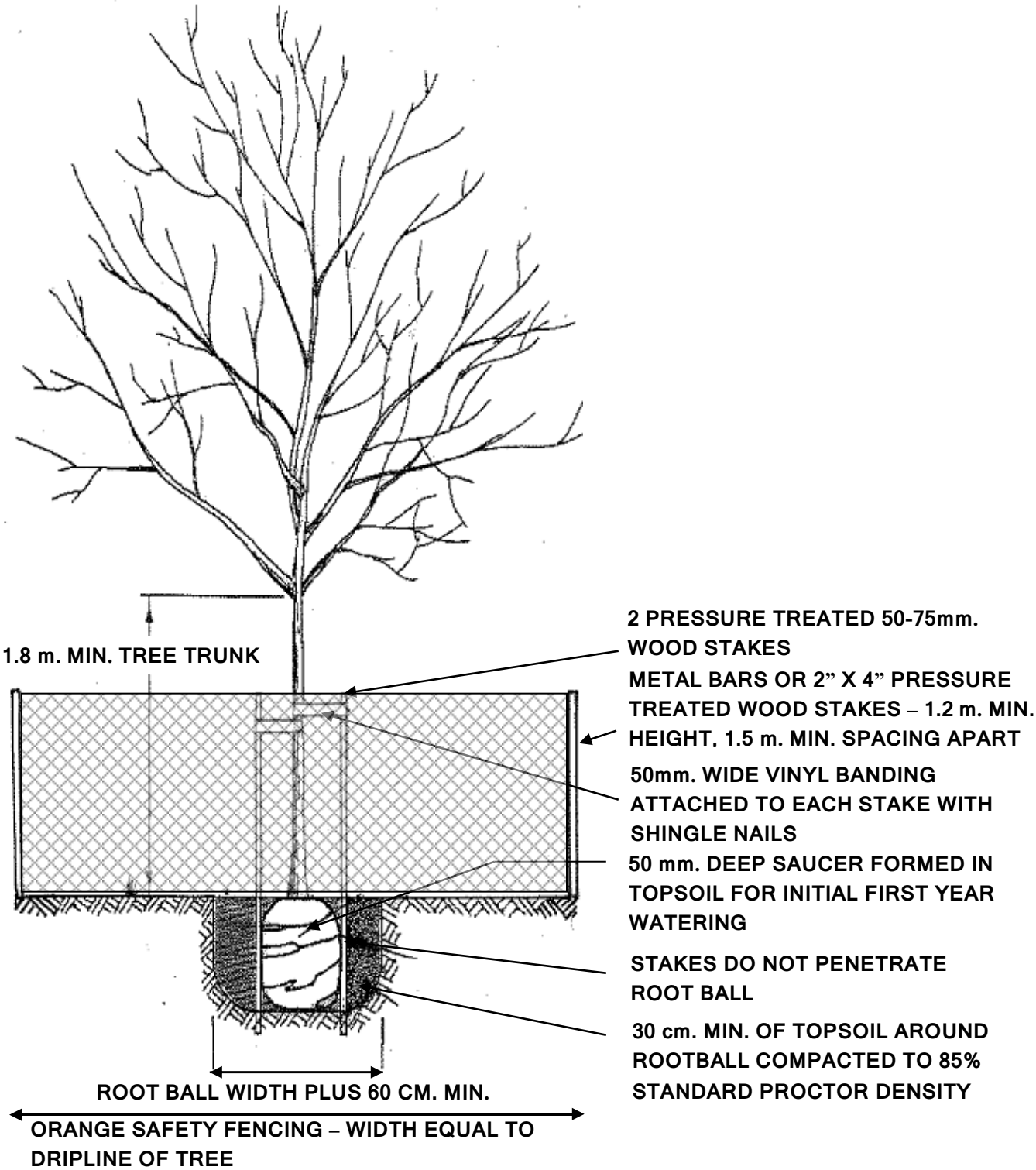
Coniferous

Coast Redwood*	Sequoia sempervirens
Giant Redwood*	Sequoiadendron giganteum
Leyland Cypress	Cupressocyparis leylandii
Scots Pine	pinus sylvestris
Japanese White Pine	pinus parviflora
Engelman Spruce	Picea engelmannii
Brewers Spruce	Picea breweriana

*** rapid growing large trees**

SCHEDULE B

TREE PLANTING AND TREE PROTECTION BARRIER DETAIL



SCHEDULE C

TREE RETENTION DEPOSIT/LETTER OF CREDIT RELEASE DISCLAIMER



File: PRO.DEV. SUB/ZON
File Number

Date

Full Name
Address
City, Province Initial, Postal Code

Dear Mr./Mrs. or Ms. Surname:

Re: Tree Retention Deposit/Letter of Credit Release Disclaimer

Pursuant to the requirements identified in the Preliminary Layout Approval (PLA) letter dated Month XX, 20XX and as the planting season has passed, a monetary deposit for tree retention is required as part of the above mentioned subdivision application. Specifically, PSC item no. XX identified that either number (X) trees are to be planted prior to subdivision approval or a deposit in the amount of \$(no. of trees x 250.00) will be acceptable prior to subdivision approval. This \$(no. of trees x 250.00) represents number (X) trees at an estimated cost of \$250.00 each as determined using the parameters within the District of Mission Tree Replanting and Retention Policy.

Please note that if you chose to provide a letter of credit, in lieu of a cash deposit, the letter of credit must be issued by a local bank within the immediate area (Mission, Abbotsford, and/or Maple Ridge) and be in accordance with the attached FIN.22 (*Letter of Credit Requirements*).

The District of Mission implores you to plant the required trees number (X) on lots X and/through X; however, **provided the trees are not planted by Month XX, 20XX, the District of Mission reserves the right to withdraw the monies held within cash deposit or the letter of credit, in the amount of \$(no. of trees x 250.00) to plant the required trees on the subdivided lots or any other property that the District of Mission finds fit.**

Please sign the signature block below if you agree to and understand the terms identified in the bolded text above.

Full Name of Applicant

Full Name of Staff Witness (printed), Signature, Date Signed

File Path

SCHEDULE D

TERMS OF INSTRUMENT - PART 2

**COVENANT
(TREE PROTECTION)**

(Section 219 *Land Title Act*)

THIS AGREEMENT made the _____ day of _____, 20__;

BETWEEN:

"NAME OF APPLICANT"
"Mailing Address"
"City, Province Initial"
"Postal Code"

(hereinafter called the "Grantor")

AND:

THE DISTRICT OF MISSION
a Municipal Corporation under the "*Community Charter*"
8645 Stave Lake Street
Mission, British Columbia
V2V 4L9

(hereinafter called the "Municipality")

WHEREAS:

A. The Grantor is the owner of or has an equity of redemption in that parcel of land and premises situate in the District of Mission, in the Province of British Columbia, and more particularly known and described as:

Parcel Identifier:
Legal Description:

(hereinafter called the "Lands");

B. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250 permits the registration of a Covenant of a positive or negative nature in favour of the Municipality in respect to the use of land or the use of a building on or to be erected on the land;

C. The Municipality requires the Grantor to agree to certain restrictions, terms and conditions regarding the proposed construction and use of a sewage disposal system on the Lands; and

D. The Grantor desires to grant, and the Municipality agrees to accept, this Covenant on the terms and conditions contained herein.

NOW THEREFORE THIS INSTRUMENT WITNESSETH that pursuant to Section 219 of the *Land Title Act*, and in consideration of the premises and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Municipality to the Grantor and of other valuable consideration (the receipt whereof is hereby acknowledged by the

Grantor), the Grantor does hereby covenant, promise and agree with the Municipality as follows:

1.
 - (a) The Lands shall not be built on or used except in accordance with this Covenant;
 - (b) The Grantor shall not remove, destroy or otherwise damage (the "Trees") demarcated **or** the area shown in bold outline on the Reference Plan prepared by _____ B.C.L.S. on the _____ day of _____, 20__ and registered in the Land Title Office as Plan BCP _____, a copy of which is attached as Schedule "A" to this Covenant;
 - (c) The Grantor will not do or permit to be done any alteration, removal, disturbance or deposit of soil within the drip line of the Trees, including without limitation construction, installation, placement or erection of any buildings, structures, driveways, roads, parking areas, and will not bury any other pipes, conduits or utility service without the written approval of the Municipality;
 - (d) The Trees are a specified amenity and shall be protected, preserved and conserved in strict accordance with this Covenant;
 - (e) Temporary plastic snow fencing must be installed to surround the perimeter of the Trees to a distance equal to the drip line of the Trees during the initial construction of the principal dwelling or subsequent exterior renovation;
 - (f) The grantor shall not remove or otherwise destroy the Trees or disturb the soils within the dripline of the Trees without the Municipalities' written approval and receipt of a 'hazardous' tree declaration and replacement plan by a Certified Arborist, Registered Professional Forester or Landscape Architect with proper tree assessment qualifications;
 - (g) The Trees shall only be limbed, or modified in any way by a Certified Arborist, Registered Professional Forester or person with proper tree maintenance qualifications for reasons that are limited to only reasons of safety, disease or the general health of the Trees;
 - (h) As an exception to 1 (c) and (e), an above-grade wooden deck that is pervious to rainwater, may be installed adjacent to or surrounding the trunks of the Trees;
 - (i) The deck referred to item 1 (h) must not damage or be attached in any way to the Tree trunk and be designed to minimize the locations of foundation footings within the dripline;
 - (j) The Grantor shall maintain the Trees in accordance with reasonable Certified Arborist's practice;

2. THE GRANTOR AGREES:

- (a) to save harmless and indemnify the Municipality, its officers, invitees, licensees, employees, servants and agents harmless from and against all actions, causes of action, losses, damages, costs, claims, debts, injurious affection, and demands whatsoever and by any person, whether known or unknown, which has arisen or may arise out of or in any way due directly or indirectly to the granting or existence of this Covenant including:
 - (i) any breach of any covenant or agreement on the part of the Grantor contained in this Covenant or any steps taken by the Municipality to enforce this Covenant upon a breach by the Grantor or to obtain redress in respect of any such breach; and
 - (ii) any injury to persons, including bodily injury and death or damage to or a loss of property on or about the Lands;

3. **THE GRANTOR AGREES** to do or cause to be done, at the expense of the Grantor, all acts reasonably necessary to grant a priority to this Covenant over all charges and encumbrances which may have been registered against the title to the Lands in the Lower Mainland Land Title Office, save and except those specifically approved in writing by the Municipality or in favour of the Municipality.
4. **IT IS MUTUALLY UNDERSTOOD, AGREED AND DECLARED** by and between the parties hereto that:
- (a) the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Covenant;
 - (b) written approval may be withheld by the Municipality at its sole discretion and approval of soil disturbance, encroachment or Tree removal may be subject to terms and conditions;
 - (c) nothing contained or implied herein shall prejudice or affect the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if this Covenant had not been executed and delivered by the Grantor;
 - (d) in addition to the Covenant being contractual in nature, the covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands. It is further expressly agreed that the benefit of all covenants made by the Grantor herein shall accrue solely to the Municipality and that this Covenant may be modified by agreement of the Municipality with the Grantor, or discharged by the Municipality, pursuant to the provisions of Section 219 of the *Land Title Act*;
 - (e) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require;
 - (f) this Covenant shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns;
 - (g) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Covenant;
 - (h) this Covenant shall be governed and construed in accordance with the laws of the Province of British Columbia;
 - (i) if any section, subsection, sentence, clause or phrase in this Covenant is for any reason held to be invalid by decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Covenant;
 - (j) notwithstanding anything contained herein, the Grantor shall not be liable under any of the terms, covenants or conditions contained in this Covenant where such liability arises by reason of an act or omission occurring after the Grantor ceases to have any further interest in the Lands; and
 - (k) the Municipality is not required or is under no obligation whatsoever to prosecute or enforce this Covenant.

IN WITNESS WHEREOF the parties hereto have executed this Covenant by executing, and by causing their respective seals to be affixed personally or under the hands of their proper officers duly authorized in that behalf, on the Forms C and D which form and constitute a part hereof.

SCHEDULE “A”

<INSERT REFERENCE PLAN>

PRIORITY AGREEMENT

In consideration of the premises and the sum of One Dollar (\$1.00) now paid to **BANK/CREDIT UNION** (Registration No. _____) (the “Chargeholder”) by the Transferee, the receipt and sufficiency of which is hereby acknowledged, the Chargeholder, as the holder of a mortgage (the “Mortgage”) and an Assignment of Rents encumbering the Lands and registered in the New Westminster Land Title Office under numbers _____ and _____, respectively, hereby approves of, joins in and consents to the granting of the within Covenant and covenants and agrees that the same shall be binding upon its interest in or charge upon the Lands and shall be an encumbrance upon the Lands prior to the Mortgage and Assignment of Rents in the same manner and to the same effect as if it had been dated and registered prior to the Mortgage and Assignment of Rents.

IN WITNESS WHEREOF the Chargeholder has executed this Priority Agreement by executing the Form D to which this Priority Agreement is attached.

END OF DOCUMENT