

ENHANCEMENT AND PROTECTION AGREEMENT

«referencefile»

THIS AGREEMENT DATED the «day» day of «month», «year».

BETWEEN:

«allnameaddresses»

(herein called the “DEVELOPER”)

OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE,
A Municipal Corporation under the “Local Government Act”, having
Its Municipal offices at 11995 Haney Place, Maple Ridge, B.C. V2X 6A9

(hereinafter called the “MUNICIPALITY”)

OF THE SECOND PART

WHEREAS:

- a. The Developer is the owner of and proposes to develop certain lands and premises located within the Municipality, in the Province of British Columbia, and more particularly known and described as:

«allpropertylegals»

(hereinafter called the “THE SAID LANDS”)

- b. The Developer has agreed to enhance a portion of Park Land adjacent to _____ Creek (and as identified on Schedule A attached hereto), in support of some servicing requirements for his development site.

NOW THEREFORE THIS AGREEMENT WITNESSETH and in consideration of the premises and the mutual covenants and agreements contained herein and the sum of One Dollar (\$1.00) now paid to the Developer by the Municipality (the receipt and sufficiency whereof is hereby acknowledge), the parties hereto covenant and agree each with the other as follows:

1. THE DEVELOPER COVENANTS AND AGREES with the Municipality:

- a) That the enhancement area will be re-vegetated in accordance with the District of Maple Ridge re-planting guidelines and the plan prepared by the environmental consultant _____,
- b) That the area will be maintained for a five year period to ensure that the invasive species are not re-established which is hereafter referred to as the “The Maintenance Period”.

DESCRIPTION OF WORKS:

- Invasive vegetative species identified for re-planting in the attached re-planting plan, attached with Schedule B, will be cleared and grubbed (to a depth of 300 millimetres) from the planting area;
- Sparsely vegetated or disturbed areas identified within the watercourse protection development permit area will be enhanced and restored as per the recommendations of the environmental consultant of record and as proposed in the attached Schedule B.
- Topsoil will be installed around the proposed planting area to a depth of 350 millimetres
- Planting of native vegetation will comply with the municipal standards for re-planting, attached hereto as Schedule C, and with the attached reference Drawing prepared by _____, attached hereto as Schedule B.
- That the construction and installation of the said works shall be reviewed and approved by the environmental consultant of record known as _____.
- That a Maintenance Period of ____ years will be provided to ensure that invasive species do not return to the re-vegetated area.

2. THE DEVELOPER FURTHER COVENANTS AND AGREES with the Municipality:

- a) To complete the construction and installation of the said works with the Fisheries window of this current year _____.
- b) As security for the due and proper completion of the construction and installation and maintenance period of the said works, to deposit with the Municipality the sum of \$ _____, in compliance with Council's Policy for Security Deposits, (hereinafter called the "SECURITY DEPOSIT")
- c) That if the said works are not duly and properly completed within the time specified in paragraph 1 hereof, the Municipality may complete the said works at the costs of the Developer and deduct from the security deposit the cost of such completion, and the balance of the security deposit shall be returned to the Developer, less any administration costs incurred by the Municipality. If the security deposit is insufficient to cover the actual cost of completing the said works, then the Developer shall pay such deficiency to the Municipality immediately upon receipt of the Municipality's bill for same. It is understood that the Municipality may do such work either by itself or by contractors employed by the Municipality. If the said works are completed by the Developer as herein provided and after the five year maintenance period expires, the security deposit shall be returned to the Developer.
- d) Upon receipt of a Letter of Assurance from the Environmental Monitor that the Developer has met the requirements for replanting and enhancement of the site as set out in Schedules B and C, the cash or irrevocable letter of credit in the amount of \$ _____ shall be returned to the Developer only after the Developer deposits a maintenance security with the District in the amount of \$ _____, equivalent to the 100% of the cost for the 3 year maintenance period. This maintenance security amount (cash or an irrevocable letter of credit) shall cover all obligations created by this Agreement for the 3 year maintenance period from the date of the Letter of Assurance for the replanting works has been issued by the Environmental Monitor.

Upon receipt of a final Letter of Assurance from the Environmental Monitor, after the requirements of the maintenance period have been met, including a record of monitoring dates and actions taken, the balance of the maintenance security shall be returned to the Developer.

3. THE MUNICIPALITY COVENANTS AND AGREES with the Developer:

- a) To permit the Developer to perform all of the aid works upon the terms and conditions herein contained; and
- b) That upon satisfactory completion by the Developer of all of the covenants and conditional in the Agreement, they shall discharge this Agreement.

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 Developer other than those contained in this Agreements;
- b) 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 order and regulations, all of which may be fully and effectively exercised in relation to the said lands as if this Agreement had not been executed and delivered by the Developer;
- c) 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 and, where the Developer consist of more than one person, the term "Developer" shall mean all such persons jointly and severally;
- d) this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns; and
- e) 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 Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSED and **SIGNED**, in the presence of:

Print Name: _____

Signature: _____

Address: _____

Phone No. _____

DEVELOPER/OWNERS SIGNATURE

OWNERS SIGNATURE

**THE CORPORATE SEAL OF THE CORPORATION
OF THE DISTRICT OF MAPLE RIDGE** was hereunto
affixed in the presence of:

MAYOR

CORPORATE OFFICER

Schedule A: Enhancement Area

Schedule B: Replanting Plan

Schedule C: District of Maple Ridge (Re)-Planting Standards

Schedule A: Enhancement Area

Schedule B: Replanting Plan

Schedule C: District of Maple Ridge (Re)-Planting Standards

The native vegetation species selected for this area must be conducive to the environment, and will help maintain stability of the soil substrate and increase the diversity of the area.

The re-vegetation compensation scheme will comply with the following requirements:

- All works shall be conducted in accordance with the sediment control provisions of the "Land Development Guidelines for the Protection of Aquatic Habitat" jointly published by the provincial Ministry of Environment, Lands & Parks and the Federal Department of Fisheries & Oceans.
- All materials, labour and plant installation shall be conducted in accordance with the BC Landscape Standard jointly produced by the BC Society of Landscape Architects and the BC Nursery Trades Association.
- All debris and / or excess materials from landscape operations shall be collected and disposed of in accordance with all regulatory requirements.
- All soils to be used as part of the riparian landscaping shall comply with the BC Landscape Standard.
- Topsoil will also be used and will be dependant on the condition of native soil.
- A minimum of 350mm of topsoil is to be placed around each rootball and / or container grown plant. This requirement involves all shrubs and trees to be planted throughout the setback area.
- For all deciduous trees up to a 12cm caliper and coniferous trees up to 3m height: 2 stakes per tree.
- For all deciduous trees larger than 12cm caliper and coniferous trees larger than 3m height: 3 guy wires spaced equally around each tree.
- The contractor shall provide no less than three/five years of plant maintenance. Plant survivorship shall equal 100% three (3) / five (5) years from planting. Replacement of dead stock will be required to fulfill this specification.
- Planting maintenance shall include an eradication program for removal of invasive vegetative species.
- A qualified environmental professional must carry out and monitor the above noted works through to completion at least twice a year for three/five years to completion. A record of monitoring dates and action taken is required.
- The planting works should be carried out and completed during the fall and/or the spring periods.
- All exposed soils are to be seeded with native seed.
- No soils, clay, sand, gravel, concrete or any other non-native material deleterious to aquatic life should ever be dumped, placed or stored within the setback area or be allowed to enter the adjacent channel.
- All planting works are to be carried out by hand. No track machinery is to travel on the riparian area where possible.
- Large organic debris and trees currently located on-site will be retained and protected within the setback area.
- All exposed soils within the setback areas will be seeded with seed mix conducive to that environment. Seeding will take place immediately after all planting works are completed.
- All excavated material will be removed and relocated to a location on the same property where it will not impact any watercourse or sensitive area.

Vegetating this area will involve planting of the following species with at least 50 percent mix of deciduous trees with coniferous trees. A landscape vegetation plan will be required for the site that has been prepared by a qualified environmental professional.

The mix of trees and shrubs that are recommended at this time include the following:

COMMON NAME	SCIENTIFIC NAME	COMMENTS
Plant Name - Trees		
Western hemlock	<i>Tsuga heterophylla</i>	
Western Red cedar	<i>Thuja plicata</i>	
Paper Birch	<i>Betula papyrifera</i>	
Broadleaf maple	<i>Acer macrophyllum</i>	
Bitter cherry	<i>Prunus emarginata</i>	
Plant Name - Shrubs		
Red elderberry	<i>Sambucus racemosa</i>	
Salmonberry	<i>Rubus spectabilis</i>	
Pacific Crabapple	<i>Malus diversifolia</i>	
Indian plum	<i>Osmaronia cerasiformis</i>	
Beaked hazelnut	<i>Corylus cornuta</i>	
Red-Osier Dogwood	<i>Cornus stolonifera</i>	
Sword fern	<i>Polystichum munitum</i>	
False azalea	<i>Menziesia ferruginea</i>	

Naturescape Preferred Plant List

The following 22 native plants, which thrive under local climatic conditions and have excellent wildlife values, are highly recommended for inclusion in all plantings. In particular, two shrubs, i.e., **red elderberry** and **Indian plum** have exceptional wildlife values and should form a reasonable portion of any planting scheme. Please note, that Indian plum is a dioecious species (separate male and female plants) so female specimens (which produce berries) should form the large majority of any group planting.

Trees:

vine maple
red alder
black hawthorn
bitter cherry
cascara
Pacific crab apple

Ground covers:

salal
kinnikinnick
low oregon grape (*M. nervosa*)

Shrubs:

Saskatoon berry
hazelnut
red flowering currant
baldhip rose
Nookta rose
twinberry
thimbleberry
salmonberry
Indian plum
tall Oregon grape (*M. aquifolium*)
red elderberry
mock orange

Vines:

honeysuckle

In addition, the follow non-native species have excellent wildlife value: trees - mountain ash, common (English) hawthorn; shrubs - butterfly bush (buddleia), ground cover – cotoneaster. For creating attractive, easy-care flowerbeds that attract butterflies and hummingbirds use the following:

columbine
fireweed
false-lily of the valley
lupin
foxglove
evening primrose
phlox

red valerian
crocosmia (var. lucifer)
Dames (or sweet) rocket
bee balm
pearly everlasting
penstemon
yarrow