

Town of Charlotte, Vermont
Tree Planting Agreement - Type 1

_____ (hereinafter "Landowner") owns real property in Charlotte with the address _____ (hereinafter "Premises").

Landowner and the Town of Charlotte (hereinafter "Town"), which shall include its Tree Warden, and their agents, desire that trees be planted proximate to town roads and trails, including on the Premises; and

The Rutter Family Charlotte Beautification Fund (hereinafter "Fund") is an available source of funding for the Town to pay some of the cost associated with said tree planting and maintenance;

Landowner and the Town hereby agree as follows:

- I. Landowner hereby grants permission to the Town to enter upon the Premises for the purpose of inspecting suitable locations for planting of trees, and for the subsequent monitoring and maintenance of trees.
- II. The Town shall convey to Landowner a number of trees at no charge to be planted at locations no more than 25 feet from the edge of the road or trail rights-of-way. Furthermore, the Town may loan Landowner, if necessary, planting tubes, watering tubs, or other equipment. For plantings outside of the Town right-of-way, planting locations and tree species shall be reasonably agreed upon by the Town and Landowner. The number of trees to be conveyed to Landowner shall be at the Town's sole and absolute discretion, and the Town may refuse to convey any number of trees in its sole and absolute discretion.
- III. The Landowner shall have the following options for planting trees hereunder conveyed: (1) Landowner shall cause said trees to be planted, in an appropriate fashion, at their own expense or; (2) the Town shall cause said trees to be planted and the Landowner shall reimburse the Fund for the Town's cost of planting up to [x amount] per tree. Upon planting, the trees shall be deemed a part of the Premises.
- IV. After planting, Landowner shall, at their own expense, care for all trees conveyed under this Agreement by providing all necessary watering, fertilizing, mulching, and prevention of damage (including but not limited to mowing and damage from agricultural equipment) to allow the healthy growth of the trees.
- V. Should Landowner deem it necessary to relocate or remove any tree hereunder conveyed, Landowner shall request authorization by written note delivered to the Town's Offices and addressed to the Town's Tree Warden. The Tree Warden shall respond to the request on the Town's behalf by providing a written response authorizing or denying Landowner's request within 30 days of the Town's receipt of the request. Should Landowner not receive a written

response within 30 days, the Town shall be deemed to have authorized the requested tree removal or relocation. Landowner agrees that whether to grant a particular Landowner request for authorization to relocate or remove any tree hereunder conveyed is within the sole and absolute discretion of the Tree Warden. Landowner further agrees that the Tree Warden's decision on such a request to relocate or remove any tree hereunder conveyed shall be a final and unappealable decision.

- VI. Should Landowner fail to meet their obligations under this Agreement, the Town may require Landowner to reimburse the Town for the cost of the tree planting stock.
- VII. Except as otherwise provided herein, this Agreement shall act as a bill of sale. If the Landowner elects to plant the trees themselves, then upon Landowner's receipt of the tree stock, then title to said trees shall transfer to Landowner free from all encumbrances. If the Town causes said trees to be planted, then following initial planting of the trees, title to said trees shall transfer to Landowner free from all encumbrances. Expressly excluded from the transfer of title hereunder is any equipment loaned under Section II hereof.
- VIII. The Town shall have no liability to Landowner or any persons on or proximate to the Premises for any injuries, losses, property damage, costs, expenses, settlements, judgments, or damages, claimed to result from tree planting, location, relocation, or maintenance activities described in this Agreement.
- IX. Nothing in this Agreement shall be construed to reduce or impair the Town's rights under any easement to the Premises, or the Town's right to control and manage the Town's right-of-way over or proximate to the Premises.
- X. This Agreement shall be binding on the heirs, administrators, successors and/or assigns of the parties and may be recorded by either the Town or Landowner in the Charlotte Land Records.
- XI. This Agreement represents the entire agreement between the parties and any prior agreements, whether written or oral, are void and superseded by the language contained in this Agreement. Changes and amendments to this agreement can only be made by written agreement signed by both parties. This Agreement shall not be construed more strictly against one party to this Agreement or the other, even if drafted by only one of the parties hereto. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein.

Town of Charlotte:

By:

Signature

____/____/____
Date

Print Name

In the Presence Of:

Witness as to Town of Charlotte

Landowner:

By:

Signature

____/____/____
Date

Print Name

In the Presence Of:

Witness as to Landowner