

Town of Charlotte, Vermont
Agreement for Tree Planting

Joshua Golek ("Landowner") owns real property in Charlotte at 287 Upper Old Town Trail & Along State Park Road ("Premises"); and the Town of Charlotte ("Town," which shall include agents and employees) agree that it's desirable to plant trees along the trail on the eastern section of State Park Rd. The trees will be planted outside of the right of way, approximately 3 feet north of the trail on the Landowner's Premises.

The Town will purchase trees using the Rutter Family Charlotte Beautification Fund ("Fund") and will enlist volunteers to help plant the trees.

Landowner and the Town hereby agree as follows:

1. Landowner grants permission to the Town to enter upon the Premises for the purposes of inspecting suitable locations for planting of trees, for the planting of trees, and for the subsequent monitoring and maintenance of trees.
2. The Town shall convey to ~~Landowner~~the Landowner at no charge a number of trees (along with the loan of protector tubes as necessary). Planting locations and tree species shall be agreed upon by the Town and Landowner. The number of trees to be conveyed to Landowner shall be at the Town's sole discretion. Upon planting, the trees shall be deemed a part of the Premises.
3. After planting, The Town and the Landowner shall care for the trees conveyed under this Agreement by providing necessary watering, fertilization, mulching, and prevention of damage (including but not limited to mowing and plowing damage) to allow for the healthy growth of the trees.
4. Should ~~Landowner~~the Landowner deem it necessary to relocate or remove any tree here under conveyed, Landowner shall request authorization in writing delivered to the Town Offices and addressed to the Town's Tree Warden. The Tree Warden shall respond to the request on the Town's behalf within 30 days of the Town's receipt of the request, otherwise the Town shall be deemed to have authorized the requested tree removal.
5. Should Landowner fail to meet his/her obligations under this Agreement, the Town may require Landowner to reimburse the Town for the cost of the tree planting stock.
6. The Town shall owe no liability to Landowner or any persons on or proximate to the Premises for any injuries, losses, or damage claimed to result from tree planting, location, or maintenance activities described in this Agreement.
7. This agreement shall be conveyed to the new Landowner when the property changes hands. The current Landowner shall disclose to the new Landowner the encumbrance embodied in this agreement.
- 8.
9. Nothing in this Agreement shall reduce or impair the Town's right to control and manage the Town's right-of-way over or proximate to the Premises.

Hereby agreed,

John Lee

Landowner

Date 10/15/23

[Signature]

Town of Charlotte

Date 10/20/23

(by Tree Warden)