

Town of Charlotte, Vermont

Tree Planting Agreement

(Latest Update from Tree Warden)

_____ (“Landowner”) owns real property in Charlotte with the address _____ (“Premises”).

Landowner and the Town of Charlotte (“Town”), which includes its agents and employees, agree to plant trees on the Premises as more fully described here: _____.

The Town Tree Warden will purchase the trees using funds from the Rutter Family Charlotte Beautification Fund (“Fund”) and will enlist volunteers to help plant the trees. [alt: specify subsidy amount and landowner responsibility for planting.]

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 cooperatively inspecting suitable locations for planting trees and for the subsequent monitoring and maintenance of trees. Planting locations and tree species shall be agreed upon between the town and the landowner.
- II. The Town shall convey to Landowner a number of trees at no charge [alt. specify cost to Landowner]. The Town will also provide on a temporary basis, equipment such as tree protectors and watering tubs when, and if, available. The number of trees to be conveyed to Landowner shall be at the Town’s sole discretion.
- III. Upon planting, the trees shall be deemed a part of the Premises and treated in the same manner as “Shade Trees” pursuant to 4V.S.A. Chapter 67, §2501 and §2502.
- IV. After planting, the Landowner shall care for all trees conveyed under this Agreement by providing the necessary watering, fertilizing, mulching, and prevention of damage (including but not limited to mowing and damage from agricultural machinery) to allow for the healthy growth of the trees. [alt. The Town, using volunteer labor and money from the Fund shall care for all trees conveyed under this Agreement by providing the necessary watering, fertilizing, mulching. The Landowner will ensure the prevention of damage (including but not limited to mowing and damage from agricultural machinery) to allow for 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. Landowner agrees that whether to grant a particular Landowner request for authorization to relocate or remove any tree hereunder conveyed is within the discretion of the Tree Warden. The Tree Warden’s decision on such a request to relocate or remove any tree hereunder conveyed may be appealed to the Selectboard and the Selectboard’s decision shall be a final decision. 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.

- VI. The Town shall have no liability to Landowner or any persons on or proximate to the Premises for any injuries, losses, costs, expenses, or damages, claimed to result from tree planting, location, relocation, or maintenance activities described in this Agreement.
- VII. 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.
- VIII. 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.

Agreed:

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