

**AGREEMENT FOR THE PLANTING OF TREES ON PRIVATE PROPERTY BY
THE GREENTREE PARKS AND RECREATION DEPARTMENT AND**

This Agreement is made on the _____ day of _____, by and between the City of Greentree Parks and Recreation Department (hereinafter Parks Department) and _____ (hereinafter "Resident").

1. PURPOSE:

The Parks Department, in collaboration with residents of the City of Greentree, has developed a program whereby the Parks Department has agreed to plant a tree or trees (hereinafter "Tree") on private property in order to improve the City's urban forest cover.

2. WHO MAY ENTER INTO AGREEMENT WITH THE PARKS DEPARTMENT:

- a. The Parks Department will only enter into this Agreement with the Resident who is the equity owner of the parcel of land where the Tree will be located.
- b. The Resident shall provide proof of ownership. The deed to the property will be acceptable.

3. TERMS AND CONDITIONS:

The Parks Department and the Resident agree to the following terms and conditions:

- a. The Parks Department will plant, free of charge, an appropriate urban shade Tree at Address _____.
- b. The Parks Department shall have the sole discretion to decide the date, and the planting season the Tree will be planted.
- c. The Parks Department agrees to replace any Tree that becomes damaged or diseased within the two years from the date of planting.
- d. After the two years referenced in Section 3.c., the Resident will have the obligation to maintain the Tree. Maintenance includes but is not limited to: (1) pruning the Tree so that branches/leaves do not obstruct the public way, (2) to remove hazardous conditions to prevent injury to the public, (3) keep the tree free from disease, and (4) keep the roots clear from sewer systems if necessary.

Please Note: THE PARKS DEPARTMENT DOES NOT MAINTAIN TREES ON PRIVATE PROPERTY. ONLY THOSE ON PUBLIC SIDEWALKS WILL BE MAINTAINED.

4. **NOTICE:** The Resident shall notify the Parks Department of any change in circumstances that affects the maintenance of the Tree, including but not limited to tree removal, and of any address changes. The notice shall be given by registered mail, return receipt requested. Notice shall be deemed to have been given 3 days after it was mailed. Unless otherwise notified of a change of address, notice shall be mailed as follows:

a. Greentree Parks and Recreation Department

Street Address
City, State, Zip Code
Phone Number
Fax Number
Email Address
Attention: Project Manager

b. _____, Resident

Address:
Telephone Number:
Fax Number:
Email Address:

AGREED BETWEEN:

Greentree Parks and Recreation Department Date
Contact: *Name*, Project Manager

Greentree Parks and Recreation Department Date
Name, City Arborist (Tree Warden)

Resident's Signature Date