



City of Bath
Office of
CEMETERIES AND PARKS DEPARTMENTS
1 Oak Grove Avenue
Bath, Maine 04530
(207) 443-8345

Tree Maintenance Agreement

In this agreement, the **City** means the Inhabitants of the City of Bath, a body politic and corporate in Sagadahoc County, Maine, and the **Property Owner** means _____, of Bath, Maine. The **Property** means the land at _____, Tax Map _____, Lot _____, in Bath, Sagadahoc County, Maine, more particularly described in the instrument recorded in the Sagadahoc County Registry of Deeds in Book _____, Page _____. The **Tree** means any tree which the City has planted (or may plant in the future) on the property, and, if there is more than one such tree, this agreement applies to each of them. For consideration paid, the Property Owner grants the following rights to the City with respect to the Property and the Tree.

1. The City, acting by and through its officers, agents, and employees, may enter in and upon the Property, with equipment, for the purposes of inspecting, maintaining, caring for, and replacing the Tree. These purposes include, but are not limited to, watering, fertilizing, clearing interfering vegetation, and excavating upon the Property. Following any such excavation, the City will restore the surface of the Property as near as practicable to its former condition. The City's right to maintain the Tree is exclusive, and neither the Property Owner nor any other or future owner of the Property shall have any right to interfere with the City's maintenance plans or to undertake any separate maintenance of the Tree.
2. The City shall not be liable for any damage or injury to persons or property arising from or occasioned by its exercise of the rights granted by this agreement, unless caused by the willful and intentional acts of the City's officers, agents, or employees.
3. This agreement shall be construed as an easement running with the Property for the benefit of the City and its successors or assigns. The City may assign its rights under this agreement to any person to entity.
4. This agreement shall be governed by the laws of Maine and contains the entire agreement of the parties, superseding any previous agreements between them. The terms of this agreement may not be amended or modified unless by a written agreement signed by both parties.

Witness my hand and seal as of this _____ day of _____, 200__.
Witness:

- Property Owner

- Print or type name as signed.

- Property Owner

- Print or type name as signed.

State of Maine

Sagadahoc County _____, 200__
Personally appeared the above named _____ and acknowledged before me the foregoing instrument to be _____ free act and deed.

Notary Public/Attorney at Law

- Print or type name as signed.