

THIS AGREEMENT made the _____ day of _____ 201__

B E T W E E N:

hereinafter referred to as the “Owner”

- and -

THE CORPORATION OF THE TOWN OF OAKVILLE

hereinafter referred to as the “Town”

WHEREAS the Owner owns the land and premises municipally known as _____ (the “**Property**”)

AND WHEREAS the Town has decided to replace a tree in the Town land in front of the Property;

AND WHEREAS the Owner has requested a larger tree be planted on the Property instead of on the Town land and the Town is prepared to agree to this request, subject to the terms and conditions of this agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. The Owner agrees to plant a [size of the tree at ground level in millimetre] [species of tree] tree (the “Tree”) in the front yard of the Property in a location approved by the Town, acting reasonably. The Owner agrees to provide a sketch to the Town identifying the location of the proposed Tree. The Town recommends only non-invasive trees and the Town will approve the species to be planted.

2. Once the Tree is planted in the location approved by the Town, the Town agrees to pay the Owner the sum of Three Hundred Dollars (\$300.00) as consideration for the Owner planting the Tree and the Town no longer needing to plant a tree in front of the Property. Payment will be rendered upon providing a receipt for the Tree and following a site inspection by the Town to confirm the species and location of the newly planted trees. The Owner acknowledges that the Town will no longer be planting a Tree in front of the Property as the planting of the Tree will satisfy the Town's current requirements for trees in respect of the area in front of the Property.
3. The Owner shall at all times keep and maintain the Tree in good health and in a safe condition at its own expense and shall do all acts necessary to comply with and properly carry out and provide for the maintenance of the Tree.
4. The Owner acknowledges that, notwithstanding the size of the Tree's diameter at breast height (dbh), the Tree will, at all times, be subject to the rules for removing trees on private property as set out in the Town's private tree by-law, By-Law No. 2017-038, as amended.
5. The Owner will not transfer or dispose of the Property or any part thereof, unless it first obtains the acknowledgement from the proposed purchaser or transferee that said purchaser or transferee agrees to be bound by the terms of this Agreement as if it had originally executed same as the owner. The Owner will obligate the purchaser or transferee to obtain similar covenants from his or her purchaser or transferee, and so on.
6. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement shall be made in writing as follows:

- a. If made to the Town, it shall be addressed to the Clerk, with a copy to the Director of Parks and Open Space, and a copy to the Town Solicitor at 1225 Trafalgar Road, Oakville, Ontario, L6H 0H3;
- b. If made to the Owner, at the address for service shown for the Owner of the Property as shown in the most recent Transfer of the Property registered on title.

All notices, demands or requests shall be deemed to have been properly given if delivered personally or simply prepaid and registered mail, return receipt requested. If notice is given by mail, the same shall be effective five (5) business days of being deposited with the post office or upon proof of delivery by return receipt.

7. The Owner acknowledges that it has been advised to seek independent legal advice and representation in connection with this Agreement and has been afforded an ample opportunity to do so, and is executing this Agreement voluntarily.
8. This Agreement shall be read with such changes of gender and number as the context requires and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
9. This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument. Delivery of this Agreement by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

[The rest of this page intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first mentioned.

Witness:

Witness:

**THE CORPORATION OF THE TOWN
OF OAKVILLE**

Per:

Per:
I/We have authority to bind the corporation.