

Covenant for Tree Maintenance

This Covenant is made by:

Owner: _____

Property Address: _____, West Palm Beach, Florida

The Owner identified above represents that they are the owner(s) of the real property at the address identified above.

1. Tree(s) will be installed within the parkway adjacent to Owner's property per the attached plan. The Owner agrees to maintain the tree(s) as follows:
 - A. Watering of trees. Owner agrees to water the installed tree regularly for the initial twelve (12) months after installation to ensure that the tree will survive. Watering of trees should always be in a sufficient amount to thoroughly soak the root ball of the plant and the surrounding area, promoting deep root growth and drought tolerance.
 - B. Mulching. In order to preserve soil moisture, at least three inches of compacted, clean, weed-free, sustainably harvested, non-cypress mulch shall be maintained around the tree base at all times.
 - C. Tree trimming. Tree trimming shall be performed in accordance with the latest pruning standards for shade trees recommended by the National Arborist Association or other professional arborist association. The City Code provides that trees in the parkways shall be trimmed by the adjacent property Owner to prevent impedance or interference with traffic or travel on the sidewalk or street. Trimming above 13.5 feet for clearance, lion's tailing, and shaping or shearing of shade trees into rounded or "lollipop" shapes is prohibited.
 - D. Tree abuse. Tree abuse shall not be permitted. The following shall be considered tree abuse:
 1. Damage inflicted upon any part of a tree including the root system by machinery, storage materials, excavation, and chemical application.
 2. Damage inflicted by cutting a tree which permits infection or pest infestation.
 3. Improper cutting of a tree, permanently reducing the function of the tree, or causing it to go into shock; cutting which destroys the natural shape; hat-racking; tears and splitting of limb ends or peeling/stripping of the bark.
 4. Girdling a tree with use of wires, weed-eaters, or mower damage.
 5. Removal of the bark more than one-tenth of the tree.
 6. Improper staking techniques resulting in damage to the tree or the use of nails directly into the trunk.
2. If Owner does not maintain the installed tree in accordance with this agreement, the Owner agrees that if the City performs the maintenance, the City may charge the cost of performing the maintenance to the Owner and the Owner shall pay such invoice to the City within 30 days of receipt. Only the City will have the right to enforce this agreement and no other party will be deemed a third-party beneficiary for any purpose. Failure by the City to enforce this Covenant shall in no event be deemed a waiver of the right to do so thereafter.

NOW, THEREFORE, the Property Owner consents to maintain the installed tree in accordance with this agreement.

Property Owner Signature: _____ Date: _____