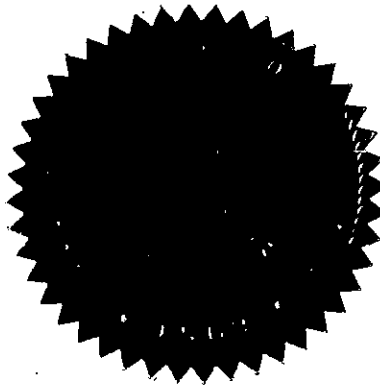


ORDINANCE 4749


PAMPHLET

FRONT OF PAMPHLET

AMENDING TITLE 9, CHAPTER 99,
OF THE LOMBARD VILLAGE CODE
IN REGARD TO TREE PLANTING



PUBLISHED IN PAMPHLET FORM THIS 12th DAY OF JANUARY, 2000.
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.


Lorraine G. Gerhardt
Village Clerk

**AN ORDINANCE AMENDING TITLE 9, CHAPTER 99 OF THE
LOMBARD VILLAGE CODE TO ADD NEW SECTIONS 99.30
IN REGARD TO PLANTING TREES**

WHEREAS, the Village has implemented a tree planting program to encourage property owners to support the beautification of the Village through the planting of trees on Village right-of-way; and

WHEREAS, in certain areas of the Village the right-of-way is not large enough to sustain a tree; and

WHEREAS, the Village has determined that it is in the public interest and that it will benefit the public welfare to plant trees on private property in certain areas where public property is not available for that purpose.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

Section 1: That Title 9, Chapter 99 of the Lombard Village Code be amended to add new Section 99.30 to read in its entirety as follows:

"§ 99.30 FRONT YARD TREE PROGRAM

In certain areas, chosen by the Village, where the right-of-way is too narrow to sustain a tree, but where the Village determines a tree is needed for Village beautification purposes, the Village, if the property owner executes a participation agreement provided by the Village, shall, without cost to the property owner, plant a tree in the front yard of private property, maintain the tree for one (1) year after planting and after one (1) year from the date of planting turn the title over to the property owner so that continued care and maintenance of the tree shall be the responsibility of the property owner."

Section 2: That this Ordinance shall be in full force and effect from and after its passage approval and publication in pamphlet form as provided by law.

Passed on first reading this 2nd day of December, 1999.

First reading waived by action of the Board of Trustees this _____ day of _____, 1999.


Passed on second reading this 6th day of January, 2000.

AYES: Trustees Borgatell, Tross, Schaffer, Sebby, Florey and Kufrin


NAYS: None

ABSENT: None

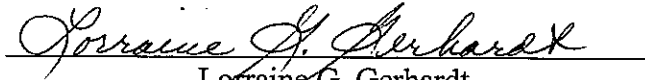
APPROVED this 6th day of January, 2000.


William J. Mueller
Village President

ATTEST:


Lorraine G. Gerhardt
Village Clerk

Published by me in pamphlet form this 12th day of January, 2000.


Lorraine G. Gerhardt
Village Clerk

AGREEMENT

This Agreement made this _____ day of _____, _____ between the Village of Lombard, a municipal corporation, (the "Village") and _____, (the "Owner(s)") (cumulatively referred to herein as the "Parties") ;

WHEREAS, the Village, in the public interest and for the public welfare wishes to beautify the Village by planting trees in certain areas of the Village where the right-of-way is too narrow to sustain a tree; and

WHEREAS, the Owner(s) hold title to property located at _____, Lombard, Illinois, and legally described as: _____

(the "Subject Property"); and

WHEREAS, the above-described property is located in an area where the public right-of-way is too narrow to sustain a tree and, in order to beautify the Village by planting trees in this area, the Village wishes to plant a tree in the front yard of the Subject Property.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

Section 1: The Owner(s) agree(s) to grant, and hereby grant(s) to the Village, its officers, agents and employees, the right, without trespass, to enter the Subject Property at a time that is mutually convenient to Owner(s) and the Village, to plant, maintain, trim, remove and/or replace, a tree chosen by the Village at a location in the front yard chosen by the Village.

Section 2: The Village agrees that should said tree be planted, during a one (1) year period, after completion of planting, the Village shall maintain, trim, remove and/or replace said tree as, in the sole determination of the Village, the need for such action arises, at times mutually convenient to the Owner(s) and the Village, all at the sole cost of the Village.

Section 3: After planting, maintenance, trimming, removal or replacement, the Village shall restore the front yard of the Subject Property to its prior condition except that where the original tree that was planted has been removed and replaced, the replacement tree shall remain.

Section 4: The Owner(s) shall retain the right to use the front yard of the Subject Property in any manner that does not interfere with the grant of use to the Village contained herein.

Section 5: The Owner(s) shall indemnify and hold harmless the Village, its officers, agents, employees, representatives and assigns from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of injuries or damages sustained by any person, persons or property related to the Village's entry on the Subject Property or related to the planting, maintenance, removal or replacement of the tree. In defense of any such claim, action, lawsuit, or liability, the Village shall be entitled to use counsel of its own choice and Owner(s) shall be responsible for payment of all of the Village's costs and fees related thereto.

Section 6: One (1) year after the date of the planting of a tree in the front yard of the Subject Property, title to said tree and responsibility for care and maintenance of the tree shall vest in the Owner(s) and thereafter the right of access to the Subject Property and the responsibility for care of the tree assumed previously by the Village shall terminate.

Section 7: This Agreement shall be recorded by the Village Clerk at the office of the DuPage County Recorder; the benefits of its provisions shall run with the land and all duties and obligations herein shall be applicable to the Parties' heirs, successors and assigns.

IN WITNESS THEREFORE, the Village and Owner(s) have set their hands and seals.

For Owner(s)

For the Village

Village President

ATTEST:

Village Clerk

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