

P.O. Box 191
557 4th Street
David City, NE 68632



Phone: (402) 367-3135
Fax: (402) 367-3126
www.davidcityne.com

PERMIT NO. _____

TREE REMOVAL AGREEMENT

This agreement is made between the City of David City, Nebraska (hereinafter called "CITY") and _____ (hereinafter called APPLICANT) requesting the removal of a City street tree as defined in City Code §8-501 and in compliance with "Article 5 – Trees" of City Code.

It is mutually understood that the APPLICANT may be required to replace street trees removed in accordance with any CITY resolutions or codes in existence at the time of executing this agreement.

The APPLICANT agrees to indemnify and holds the CITY and property of the CITY free and harmless from any claims or liability resulting from the tree removal, including any claim or liability resulting from injury to persons or property, from any work performed, APPLICANT(S) failure to perform any provisions of this agreement and by reason of the APPLICANT(S) inability to pay or be paid for any obligations incurred.

It is understood that any APPLICANT who chooses to personally remove street trees only on CITY property adjacent to or abutting, after approval of this agreement, do so at their own risk and are strictly liable for any and all personal injury or property damage resulting from the tree removal and the CITY has no liability whatsoever for any personal injury or property damage.

APPLICANT shall provide the CITY with proof of insurance and are hereby CAUTIONED about the risk of doing any tree removal personally.

Trees must be cut down within forty-five (45) days of the issuance of the permit;

The City Office must be notified one (1) day prior to the actual tree removal;

APPLICANT INFORMATION:

Name: _____

Address _____

Phone Number _____

TREE INFORMATION:

Address Location of Tree(s) _____

Describe Tree(s) and Reason for Removal _____

TREE REMOVAL OPTIONS (initial the section number for option being selected):

_____ The CITY will remove the tree(s) for a cost of _____ and the APPLICANT agrees to pay the total cost for removal at the time of the signing of this agreement. The CITY agrees to allow the APPLICANT to remove the wood resulting from tree removal so long as it is removed within one week. The APPLICANT agrees to pay the CITY for any wood removal remaining after one week.

_____ The APPLICANT will make arrangements with an individual or business licensed with the CITY for the tree removal services and provide at least two written estimates to the CITY. Once approved by the CITY, the licensed individual or business may commence tree removal and the APPLICANT shall pay all costs of the removal. Upon receipt of payment of all costs of removal and an inspection by the CITY to determine acceptable completion of tree removal, the CITY will reimburse the APPLICANT 50% of the total cost.

_____ The APPLICANT will make arrangements with an individual or business licensed with the CITY for the tree removal services and will pay the total cost for tree removal and does not request cost participation by the CITY.

_____ The APPLICANT will personally remove the tree(s) and understands that it is done at their own risk and the APPLICANT will be liable for any and all injury or property damage. The APPLICANT shall be required to provide proof of insurance prior to approval of this agreement. The City will provide the tree stump removal if the home owner removes the tree following the approval of the tree removal application.

This agreement is binding on the heirs, assigns, successors and personal representatives of the CITY and the APPLICANT.

CITY OF DAVID CITY, NEBRASKA

APPLICANT

City Forester

Applicant

City Administrator or City Clerk

Street

curb



PROPERTY LINE

Setback

Setback

Setback

Setback

PROPERTY LINE

PROPERTY LINE

curb

curb

PROPERTY LINE

curb

