

§ 195-11 Obstructions between property line and street

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

RIGHT-OF-WAY

The Village right-of-way is the area of land between the property lines on any given street.

B. Applicability; prohibition.

- (1) This section pertains to obstructions placed on any property in the portion of the right-of-way between the property line closest to the street and the curbline or, if no curb, to the street line.
- (2) In no event shall any obstructions be placed on any street.

C. Maintenance; liability, application to maintain obstruction in right-of-way:

- (1) After a public hearing the Board of Trustees may grant a license for a structure to be maintained by an adjoining landowner in the right-of way. This license shall be revocable at the sole discretion of the Board at any time and for any reason
- (2) Procedure:

In seeking such license the adjoining landowner or representative shall submit: (a) a Building Permit Application for the structure, and (b) a Special Permit Application seeking approval of the Board of Trustees for the maintenance of such structure in the Village right-of-way.

(3) Criteria to be considered by the Board:

(a) In determining whether to grant such a license the Board shall consider any and all criteria it deems applicable which may include but not be limited to:

(1) For an already existing structure, whether the structure when constructed was believed by the landowner to be located on the landowner's property rather than the Village right-of-way and whether the cost of removal can only be accomplished at great cost to the adjoining landowner;

(2) For any structure, whether there are unique topographical features of the subject property such that the proposed structure should be located in the right-of-way;

(4) Conditions upon grant of special permit:

(a) The Board may grant such special permit if it sees fit to do so and upon any conditions it deems appropriate which shall include but not be limited to:

(1) Any obstruction placed in the right-of-way will be maintained at the adjoining property owner's sole risk. The Village does not accept any liability for damage to such objects, or any harm or damage to any other person or object as a result of the existence of the objects, or their condition, or as a result

of any activity of the Village or any third party. Any and all liability with respect thereto remains with the adjoining property owner, and the adjoining landowner shall sign such indemnification and hold harmless provisions as the Village may require;

(2) At his or her own cost, the adjoining property owner shall maintain the structure at all times making any and all repairs as the Village directs;

(3) In the sole determination of the Village, the structure cannot interfere with road maintenance, sight distance or passage or potential passage of pedestrians or pose a potential hazard or liability for the Village.

- C. Removal; cost. The Village may require the removal of any obstruction by serving a written notice on the person in control of property which adjoins the public right-of-way on which the obstruction is located, requiring the person in control to remove the obstruction within five calendar days, or immediately if a serious potential hazard or liability for the Village exists, at the Village's sole discretion. The cost of such removal shall be that of the property owner, tenant, or person in control.
- D. Failure to remove; lien. If a property owner, tenant, occupant or person in control of a property shall fail to remove the obstruction within the designated time, the Village may perform such removal using Village forces or a contractor employed for that purpose and shall charge the cost of such removal and restoration to the owner of the property. Such charges shall become a lien upon the property until paid.
- E. Conditions to run with the land:
 - (a) Any grant of a Special Permit in accord with the above shall run with the land of the adjoining property owner, and shall be recorded and remain binding as to any future owners.