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Proposed Voluntary Agreement Concerning the Disputed Tree

2026-10-26

1. Psychodynamic profile

Party A

The participant exhibits a radically introspective, depressively obsessive-schizoid structure characterized by an exaggerated need for control, intellectual autonomy, predictability, and protection of their vulnerability. Their psychological core is built on three dominant vectors: a depressive vector focused on existential depth and uncompromising self-reflection, an obsessive-compulsive vector emphasizing intellectual control and chaos systematization, and a schizoid vector advocating for radical autonomy and intellectual distance.

Traits: introspective, depressive, obsessive-compulsive, schizoid, critical realism, perfectionistic, emotionally distant, analytical, autonomous

Attachment style: avoidant

Defense mechanisms: intellectualization, emotional distancing, defensive avoidance, rationalization

Relational patterns: preference for meaningful interactions over social rituals, tendency to analyze human experiences with cold precision, fear of emotional dependence and loss of psychological boundaries, need for gradual trust-building through consistency and predictability

Party B

The participant exhibits a pronounced narcissistic-obssessive structure characterized by a strong intellectualized defense, dissociative distancing, and heightened sensitivity to threats to autonomy, status, and personal safety. Their psychological core revolves around three fundamental imperatives: the need for significance, control over their future, and avoidance of weakness or dependency. They perceive the world as a complex system of possibilities, risks, hidden motives, and competing interests, with self-esteem closely tied to competence, intellectual superiority, independence, and the ability to influence circumstances.

Traits: Narcissistic tendencies, Obsessive-compulsive traits, Intellectualization, Dissociative distancing, Paranoid vigilance, Depressive sensitivity, Demonstrative ambition

Defense mechanisms: Intellectualization, Dissociation, Paranoia, Obsessive detail orientation
Relational patterns: Desire for recognition while resisting dependency, Pursuit of closeness with caution towards vulnerability, Striving for stability while fearing loss of control

2. Legislation

Jurisdiction
United States (Illinois)

Legal analysis overview
The central unresolved issue is factual: Party A describes unauthorized planting entirely on Party A's land, while Party B describes an old maple on the boundary that predated Party B's purchase. The excerpts do not establish whether these accounts concern the same tree. A boundary survey can resolve the trunk's location, which controls ownership under Ridge.

If the trunk stands entirely on Party A's land and unauthorized planting is established, the excerpts support Party A's ownership and a trespass-based request for removal. Removal at the planter's expense can be agreed in settlement or awarded if a court so orders; it is not an established automatic entitlement on these disputed facts. A written agreement can specify consent to entry and removal, the deadline, costs and prior permission for future work. Party A's earlier inaction may raise a question of implied permission concerning the past, but the excerpts do not treat that as transferring ownership.

If the trunk straddles the boundary, neither party may unilaterally remove or seriously injure the jointly owned tree. Party B cannot categorically prohibit qualifying, noninjurious trimming on the other owner's side. The excerpts do not establish a legal requirement to hire a professional arborist, but expressly support an arborist's pruning plan and a written agreement on cost and frequency as a resolution. That approach addresses the concern about tree damage without treating ordinary shade as grounds for compelled removal.

No particular municipal regulation can be identified from the excerpts. They warn that some municipalities require removal permits or regulate certain pruning, but no municipality-specific ordinance is supplied. Any proposed work should therefore be evaluated against the applicable local code before proceeding.

Applicable laws
Ridge v. Blaha, 166 Ill. App. 3d 662, 520 N.E.2d 980 (1988)

Ownership depends on where the trunk emerges from the ground. A tree entirely on one parcel belongs to that landowner; a tree straddling the boundary is jointly owned. Neither joint owner may remove or seriously injure the tree without the other's consent. Limited trimming of harmful overhanging branches is permitted on one's own side, at one's own expense, without entering the neighboring property or destroying or seriously injuring the tree.
Relevance: The parties give materially different accounts of the tree's location. If Party A's account is established, sole ownership supports removal. If Party B's boundary-tree account is established, joint ownership limits removal, while allowing qualifying, noninjurious pruning.

Dial v. City of O'Fallon, 81 Ill. 2d 548, 411 N.E.2d 217 (1980); Colwell Systems, Inc. v. Henson, 117 Ill. App. 3d 113, 452 N.E.2d 889 (1983)
An intentional, unauthorized intrusion onto another's land can constitute trespass without proof of harm. The excerpts describe trespass as protecting exclusive possession and the physical condition of land; actual harm is relevant to recovering more than nominal damages.
Relevance: If the neighbor intentionally planted the tree on Party A's land without permission, the excerpts support a trespass claim. Party B disputes the underlying planting history, so that factual premise is not established.

Ariola v. Nigro, 16 Ill. 2d 46, 156 N.E.2d 536 (1959)
The excerpt describes mandatory removal as a remedy for an intentional encroachment, without balancing the wrongdoer's removal expense against the neighbor's harm. It expressly notes that Ariola concerned a building foundation and gutters, not a planted tree.
Relevance: This provides an analogy supporting a removal request if unauthorized planting on Party A's land is established. It does not establish that a court has ordered removal in an identical planted-tree dispute.

Wrongful Tree Cutting Act, 740 ILCS 185/2 and 185/2.8; Marsella v. Shaffer, No. 2-00-0912 (Aug. 1, 2001)
Intentional cutting, or knowingly causing cutting, without full legal right requires payment of three times the tree's stumpage value. Other remedies remain available, but statutory treble damages cannot be combined with common-law punitive damages for the same injury.
Relevance: Unauthorized cutting creates potential liability. A planter does not retain a right to cut a tree owned by the neighboring landowner, and joint ownership does not authorize unilateral destruction of a boundary tree. The Act does not award Party A treble damages merely because someone planted a tree without permission.

Bandy v. Bosie, 132 Ill. App. 3d 832, 477 N.E.2d 840 (1985); Merriam v. McConnel, 31 Ill. App. 2d 241,

175 N.E.2d 293 (1961)
The excerpts state that ordinary effects of a healthy tree, including shade, leaves and roots, are not an actionable private nuisance absent the identified negligence circumstances. The ordinary remedy is limited self-help rather than damages or an injunction against the tree's owner.
Relevance: Shade over a flower bed does not, by itself, support compelling removal of a healthy tree. This differs from Party A's claim of unauthorized planting on Party A's own property.

735 ILCS 5/13-205
The excerpt identifies a five-year limitation period after accrual for property-injury damages actions and civil actions not otherwise provided for. It leaves unresolved when that period begins for a tree remaining on the land as a continuing trespass.
Relevance: Because Party A describes allowing time to pass while the tree grew, timing may matter. The supplied facts and excerpts do not establish accrual or whether a claim is timely.

Source citations
Illinois — tree planted on a neighbor's land (trespass, removal)
Excerpt:
A tree whose trunk stands entirely on one owner's parcel is that owner's property. The person who planted it acquires no ownership of the tree by planting it on someone else's land.
Source: https://www.courtlistener.com/opinion/2203489/dial-v-city-of-ofallon/

Illinois_boundary_trees_RAG_digest.docx
Excerpt:
A tree whose trunk at ground level lies on the boundary line between two parcels is the joint property of the adjoining landowners. Joint ownership does not require that the tree was jointly planted or jointly cared for.
Source: https://www.courtlistener.com/opinion/2076642/ridge-v-blaha/

Illinois_boundary_trees_RAG_digest.docx
Excerpt:
The trimming must not destroy or seriously injure the tree, because the tree itself is the other owner's property (or joint property).
Source: https://www.courtlistener.com/opinion/2076642/ridge-v-blaha/

Illinois — tree planted on a neighbor's land (trespass, removal)
Excerpt:
Liability attaches to the intentional intrusion itself, whether or not it causes harm; the plaintiff need

not prove damage to establish the trespass, only to recover more than nominal damages.
Source: https://www.courtlistener.com/opinion/2203489/dial-v-city-of-ofallon/

Illinois — tree planted on a neighbor's land (trespass, removal)
Excerpt:
Ariola concernedabuilding foundation and gutters.
Source: https://www.courtlistener.com/opinion/2203489/dial-v-city-of-ofallon/

Illinois_boundary_trees_RAG_digest.docx
Excerpt:
Under the Wrongful Tree Cutting Act, 740 ILCS 185/2, any party who intentionally cuts, or knowingly causes to be cut, any timber or trees that the party does not have the full legal right to cut shall pay the owner three times the stumpage value of the trees.
Source: https://www.courtlistener.com/opinion/2076642/ridge-v-blaha/

Illinois_boundary_trees_RAG_digest.docx
Excerpt:
The Act does not limit other remedies, including common-law damages (185/2.8). Treble damages under the Act are punitive in nature; a plaintiff cannot recover both treble damages and common-law punitive damages for the same injury.
Source: https://www.courtlistener.com/opinion/2076642/ridge-v-blaha/

Illinois_boundary_trees_RAG_digest.docx
Excerpt:
Ordinary shade, leaves or fruit fromahealthy tree do not meet this test under Bandy and Merriam.
Source: https://www.courtlistener.com/opinion/2076642/ridge-v-blaha/

Illinois — tree planted on a neighbor's land (trespass, removal)
Excerpt:
Limitation period: an action "to recover damages for an injury done to property, real or personal," and "all civil actions not otherwise provided for," must be commenced within 5 years after the cause of action accrued — 735 ILCS 5/13-205 (text verified, compilation current as of Jan. 1, 2025).
Source: https://www.courtlistener.com/opinion/2203489/dial-v-city-of-ofallon/

Illinois_boundary_trees_RAG_digest.docx
Excerpt:
The applicable municipal code must be checked for the specific property. Not verified for any

particular municipality.
Source: https://www.courtlistener.com/opinion/2076642/ridge-v-blaha/

Legal norms for the selected solution
Illinois legal information only—not legal advice. Trunk location generally determines whether a tree belongs to one landowner or is jointly owned at the boundary. Neither joint owner generally may unilaterally destroy or seriously injure a boundary tree. Unauthorized cutting can create liability. A survey does not itself authorize removal, establish who planted the tree or automatically allocate costs. Transplantation, access, payment and any settlement restrictions require express agreement; applicable municipal rules and permits must also be checked.

3. Solution

Party A: This proposal protects your opportunity to address the fence and use of your land without asking you to accept permanent retention of the tree. It is not a completed agreement. The descriptions of the two voted options are unavailable, so neither vote establishes consent to particular terms. First, identify the same tree together and clarify what “he died” referred to. Then jointly choose an Illinois-licensed surveyor, obtain a quote and expressly agree on payment before work begins. Consider either a 50/50 split with deferred payment for the party unable to pay now, or a voluntary advance with an agreed reimbursement schedule; neither is automatic. Accepting the survey as the settlement boundary requires both parties’ express agreement and does not decide the tree’s fate. If the trunk is entirely on your land, first consider transplantation to Party B’s property if an independent arborist finds it feasible, you consent to temporary retention and access, and Party B expressly accepts the quoted costs. Otherwise, negotiate removal timing, contractor, access, restoration and costs without assuming Party B planted it. If the trunk crosses the boundary or is entirely on Party B’s land, explore arborist-guided pruning to address your fence and land-use concerns without serious injury to the tree. Obtain necessary consent and permits. Seek a mutual temporary pause on unilateral cutting or damaging work, while addressing urgent hazards through qualified professionals and lawful procedures. Return unresolved issues to mediation; this proposal alone creates no removal duty, payment obligation or waiver. Illinois legal information only—not legal advice: trunk location generally controls ownership; boundary trees generally cannot be unilaterally destroyed or seriously injured, and unauthorized cutting can create liability. A survey does not establish planting responsibility or automatically assign costs. Completion is uncertain because payment, ownership and technical feasibility remain unresolved. Refusal leaves the dispute open but does not itself establish liability or surrender rights; unilateral cutting or entry may create legal risk.

Party B: This proposal gives preservation a defined opportunity without requiring Party A to accept permanent retention of a tree on Party A's land. It is not a completed agreement. The descriptions of the two voted options are unavailable, so neither vote establishes consent to particular terms. First, identify the same tree together and clarify what "he died" referred to. Then jointly choose an Illinois-licensed surveyor, obtain a quote and expressly agree on payment before work begins. Consider either a 50/50 split with deferred payment for the party unable to pay now, or a voluntary advance with an agreed reimbursement schedule; neither is automatic. Accepting the survey as the settlement boundary requires both parties' express agreement and does not decide the tree's fate. If the trunk is entirely on Party A's land, first consider transplantation to your property if an independent arborist finds it feasible, Party A consents to temporary retention and access, and you expressly accept the quoted costs. Otherwise, negotiate removal timing, contractor, access, restoration and costs without assuming you planted it. If the trunk crosses the boundary or is entirely on your land, explore arborist-guided pruning to address Party A's fence and land-use concerns without serious injury to the tree. Obtain necessary consent and permits. Seek a mutual temporary pause on unilateral cutting or damaging work, while addressing urgent hazards through qualified professionals and lawful procedures. Return unresolved issues to mediation; this proposal alone creates no removal duty, payment obligation or waiver. Illinois legal information only—not legal advice: trunk location generally controls ownership; boundary trees generally cannot be unilaterally destroyed or seriously injured, and unauthorized cutting can create liability. A survey does not establish planting responsibility or automatically assign costs. Completion is uncertain because payment, ownership and technical feasibility remain unresolved. Refusal leaves the dispute open but does not itself establish liability or surrender rights; unilateral cutting or entry may create legal risk.

Fulfillment likelihood: Uncertain; no reliable numerical estimate is available. Party B expressed willingness to consider a jointly selected survey and transplantation, while the transcript contains unresolved statements about survey payment and Party A continues to seek removal. Feasibility depends on confirming each party's position, agreeing on costs, locating the boundary and assessing whether transplantation or safe pruning is practical.

Risks if refused: If either party declines, the boundary, tree outcome and costs remain unresolved. Further delay may prolong interference with land use and neighbor relations. Unilateral cutting or entry could create liability depending on ownership, consent and applicable law. Declining this proposal does not itself establish liability or surrender either party's rights.

4. Draft agreement

This shared draft sets out a proposed staged process for Party A and Party B to resolve their dispute over the tree, the property boundary, and Party A's fence and land use. The dialogue confirms willingness to continue toward resolution, but does not establish mutual acceptance of survey costs, a binding boundary determination, removal, transplantation, pruning, or a temporary restriction on tree work. These proposed commitments therefore require both parties' express acceptance before taking effect. No calendar deadlines have been agreed. Neither party is presumed responsible for planting the tree, and this draft does not authorize entry, tree work, payment, or a waiver of rights. Illinois legal information is informational only, not legal advice: trunk location generally determines ownership, boundary trees generally may not be unilaterally destroyed or seriously injured, and unauthorized cutting may create liability.

Terms

• Upon both parties' express acceptance of this process, Party A and Party B will jointly identify the disputed tree and clarify the statement "he died," without assuming that it referred to the tree. Source: selected option; deadline: none agreed.

• The parties will jointly select an Illinois-licensed land surveyor and obtain a written quote before commissioning a survey. Source: selected option; deadline: none agreed.

• Before commissioning the survey, the parties will expressly agree in writing on payment. They may consider a 50/50 split with deferred payment for the party unable to pay immediately, or a voluntary advance with an expressly agreed reimbursement schedule. Neither arrangement is accepted or imposed by this draft. Source: selected option; deadline: before commissioning the survey.

• The survey will establish the boundary for settlement purposes only if both parties expressly accept that effect. It will not automatically determine the tree's fate, establish responsibility for planting, or allocate costs. Source: selected option; deadline: none agreed.

• If the trunk is entirely on Party A's land, the parties will first explore professional transplantation to Party B's property. Transplantation will require an independent arborist's feasibility assessment, Party A's express consent to temporary retention and access, and Party B's express acceptance of the quoted costs. If transplantation is infeasible or declined, the parties will negotiate removal timing, contractor selection, access, restoration, and cost allocation without presuming Party B planted the tree. No removal obligation or deadline is established by this draft. Source: selected option; deadline: none agreed.

• If the trunk crosses the boundary or lies entirely on Party B's land, the parties will explore arborist-guided pruning that addresses Party A's fence and land-use concerns without seriously

injuring the tree. Any work will require the necessary consent and applicable permits; this draft does not authorize work. Source: selected option; deadline: none agreed.

• The parties will seek a separate, express mutual commitment to pause unilateral cutting or damaging work while the proposed process is pending. Any urgent hazard will be addressed through qualified professionals and lawful procedures. No temporary restriction is represented as already accepted. Source: selected option; deadline: none agreed.

• The parties will return unresolved issues to mediation. No removal duty, payment obligation, access permission, or waiver will arise merely from presentation of this draft. Source: selected option; deadline: none agreed.

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