



APPLICATION FOR PERMIT TO LANDSCAPE AND MAINTAIN MEDIAN OR ROADSIDE WITHIN THE PUBLIC RIGHT OF WAY

_____, Herein referred to as applicant located in _____ County, New Mexico hereby applies for a permit, allowing the applicant to landscape, beautify, improve and maintain the following:

1. Route Number and Street Name (if applicable): _____

From the _____ to the _____ Intersections (if applicable).

2. Check the areas that apply: Median Roadside

3. If the roadside was checked above, please check 1 or more East Side (of Roadway/Route)
 West Side (of Roadway/Route)
 North Side (of Roadway/Route)
 South Side (of Roadway/Route)

4. Indicate Engineering stations (if applicable): Station _____ to Station _____

5. Describe the proposed improvements: _____

1. This permit to landscape and maintain said median divider or roadside is subject to the following express conditions:

- a. No shrubbery or bushes that could interfere with sight lines shall be planted or allowed to grow higher than 36 inches above the gutter line grade.
- b. Trees may be planted but the lowest portions of their lowest limbs must be six feet above the gutter line grade.
- c. No planting of any type shall be allowed to overhang the curb; i.e., all plantings must be kept within the area of the median divider or roadside and shall not encroach on the traveled roadway, nor within twelve feet of any median break.
- d. If the median divider or roadside is constructed with turn bays not tree shall be planted in the median divider or roadside area adjacent to such turn bay.
- e. If cobblestones, rocks or other non-growing material is used in the landscaping, some type of weed inhibiting material shall be placed underneath or a residual chemical weed inhibitor shall be applied.

f. A site and maintenance plan shall accompany the application showing the area(s) to be landscaped and the material, both non-organic and plants, to be used in the proposed locations. This plan need not be a finished drawing but must be sufficiently detailed to present the plan.

2. All costs and expenses, which may be incurred in landscaping and maintaining the median divider or roadside, shall be borne by the applicant. In the event the installations or removal of the landscaping, maintenance, or removal of the landscaping shall also be the responsibility of the applicant.
3. If any activity of the applicant may result in or require diversion of traffic or assistance of the Department, the applicant shall notify the Department at least three days in advance so that appropriate arrangements can be made. The Department reserves the right to schedule this activity to meet its needs, and/or charge reasonable fee for this assistance.
4. This permit grants no property rights in the right of way. Except for the right to remove the landscaping upon written notification, the Department shall have the sole right to determine if the landscaping must be altered, modified or removed for any reason whatsoever. When the applicant receives such a notice from the NMDOT, the said landscaping shall be altered, modified or removed as directed and the applicant shall do so within the time specified in said written notice and at its sole expense.
5. The applicant assumes all liability for damages to persons or property that may be incurred by reason of the installation, removal or maintenance of the landscaping permitted herein. The applicant shall defend, indemnify and otherwise hold harmless the Department and its employees for all such damages.
6. The applicant shall landscape the area in substantial conformity with plans, which it shall submit prior to final approval by the Department.
7. Special Provisions:

For Department Use:

Landscaping Plan Submitted

Yes

No

Hold Harmless Agreement Signed

Yes

No

Submitted this _____ day of _____, 20_____

By: _____
Applicant

Title

Approval of this permit and authorization to proceed is hereby given this _____ day of
_____, 20_____

New Mexico Department of Transportation

Approved:

Landscape Architect

By: _____

District Engineer for
District _____

Date

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

_____ acting through its authorized agent, _____
_____, hereinafter "Organization" for consideration
agrees to defend, protect, indemnify, and hold the New Mexico Department of
Transportation (NMDOT) harmless from any personal injury, property damage,
liabilities, claims, damages, losses or expenses occasioned or caused by the
Organization's agents, members or employees, and subject in all cases to the
immunities and limitations of the New Mexico Tort Claims Act (41-4-1 et seq NMSA
1978 Comp as amended) or by common law, suffered by the Organization, its members
and participants, the State or by third parties resulting from the performance of litter
control or beautification activities for the duration of program to be held on _____,
20____, at _____ M, on the following road(s)_____.

By: _____

Authorized Agent

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

My Commission Expires

Notary Public