



## APPLICATION FOR PERMIT TO LANDSCAPE WITHIN THE PUBLIC RIGHT OF WAY

\_\_\_\_\_, Herein referred to as applicant applies for a permit, allowing the applicant to landscape, beautify and maintain the following:

Address: \_\_\_\_\_

Describe the proposed Improvements: \_\_\_\_\_

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1. This permit to landscape and maintain the 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 edge of asphalt.
  - b. Approved Trees may be planted but the lowest portions of their lowest limbs must be 14 feet above the edge of the asphalt grade.
  - c. No planting of any type shall be allowed to overhang the shoulder of road; i.e., all plantings must be kept within the area of the roadside and shall not encroach on the traveled roadway.
  - d. If the roadside is constructed with turn bays no tree shall be planted in the 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 approved plant species, 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 roadside, shall be borne by the applicant. In the event the installations need to be removed the applicant has that responsibility also.
3. If any activity of the applicant may result in or required 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 Village of Corrales, 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 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 and continue maintenance of area.
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\_\_\_\_.

Corrales Public Works Department

Approved:

\_\_\_\_\_  
Director of Community Services

By: \_\_\_\_\_  
Public Works Department

\_\_\_\_\_  
Date

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

\_\_\_\_\_ Acting through its authorization agent, \_\_\_\_\_, hereinafter "Organization" for consideration agrees to defend, protect, indemnify, and hold the Village of Corrales Public Works Department 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 held on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ am/pm, on the following road(s) \_\_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
Authorized Agent

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission Expires

\_\_\_\_\_  
Notary Public