



**FOR DEPARTMENT USE ONLY**

Landscaping Plan Submitted: YES \_\_\_ NO

**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: \_\_\_\_\_  
\_\_\_\_\_
6. 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 no 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.
7. 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.
8. If any activity of the Applicant may result in or require diversion of traffic or assistance of the New Mexico Department of Transportation (NMDOT), the Applicant shall notify the NMDOT at least three days in advance so that appropriate arrangements can be made. The NMDOT reserves the right to schedule this activity to meet its needs, and/or charge a reasonable fee for this assistance.
9. This permit grants no property rights in the right of way. Except for the right to remove the landscaping upon written notification, the NMDOT 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.
10. The Applicant shall landscape the area in substantial conformity with plans, which it shall submit prior to final approval by the NMDOT.

11. Special Provisions: \_\_\_\_\_.

12. Tort Liability. The Applicant assumes all liability for damages to persons or property that may be incurred by reasons of the installation, removal or maintenance of the landscaping permitted herein. Please check the appropriate entity box to acknowledge tort liability:

☐ **Non-Public or non-Tribal or Pueblo Entities, 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 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, NMSA 1978, Sections 41-4-1 *et seq.*, 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.

☐ **Tribal and Pueblo Governments:**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this application and permit. Any liability incurred in connection with the application and permit is subject to the immunities and limitations of tort liability. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify in any way, the parties' liabilities.

☐ **State, Municipal, County and Other Public Entities:**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this application and permit. Any liability incurred in connection with this application and permit is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

Applicant has read and understands all provision contained above and will abide by them and any other terms and conditions as required by the New Mexico Department of Transportation for participation in this program.

\_\_\_\_\_  
Name of Applicant's  
Authorized Agent

\_\_\_\_\_  
Title of Applicant's  
Authorized Agent

\_\_\_\_\_  
Signature

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_.

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

My Commission Expires:  
\_\_\_\_\_

Approval of this permit and authorization to proceed is hereby given this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the New Mexico Department of Transportation approved by:

\_\_\_\_\_  
Landscape Architect      Signature

\_\_\_\_\_  
District Engineer for District \_\_\_\_\_