

**SPECIAL AGREEMENT FOR REMOVAL OF FENCING  
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

This Agreement made and executed by and between the NMDOT hereinafter called the "Department" and owner, occupant or lessee hereinafter called the "Owner" of certain premises located in \_\_\_\_\_, abutting on from approximately mile marker \_\_\_\_\_ to \_\_\_\_\_ (and further described as \_\_\_\_\_,

The purpose of this Agreement is to establish conditions and terms to permit the Owner to construct and maintain \_\_\_\_\_ fencing and remove the Department's fencing.

The Owner agrees to the following terms and conditions:

1. The Owner's fencing shall be constructed on an approximately parallel line to the Department's existing fencing approximately three feet onto ( \_\_\_\_\_ ) the Owner's property from the Department's existing fencing.
2. The Owner shall complete construction of the Owners' fencing prior to the removal of the Departments' fence.
3. The Owner shall furnish all labor, equipment and material necessary to construct the Owner's fencing.
4. The Owner shall notify the Department upon completion of the Owner's fencing.
5. Owner shall not begin removal of the Department's fencing until after the Departments' representative has inspected the Owner's fencing and authorized removal.
6. The Owner shall furnish an Architect's plan, conceptual isometric drawing, photograph, or other description of the Owner's proposed fencing for the Department's approval. The Department's objective in this review is to insure that the Owner's fencing will present an esthetically pleasing appearance and will prevent livestock from entering highway right of way.
7. The Owner shall remove the Department's fencing materials in a neat and workmanship like manner and deliver the same to the Department's District Four Office at Las Vegas, New Mexico.
8. The Owner shall not add any additional gates, driveways or other openings.
9. The Owner shall indemnify and hold harmless the Department, it's officers, employees, and agents against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by or resulting from the Owner's and/or the Owner's employees negligent act(s) or omission(s) in the Owner's construction and/or maintenance of the Owner's fencing and/or the failure of the Owner's fencing to contain livestock confined upon the Owner's property.
10. This Agreement shall be binding on all successors in interest, or assigns, or the heirs of the parties hereto.
11. The parties agree that the Department does not have the manpower, equipment, or resources to maintain the Owner's fencing; therefore the

Owner shall maintain the fencing installed under this Agreement in a workmanlike manner.

- 12. The parties further agree that the Owner initiated the request to substitute the Owner's fencing for the Department's fencing.
- 13. The parties further agree that the Department granting of permission to install decorative fencing in the Owner's choice of architectural appearance, shall constitute full and adequate consideration for this Agreement.
- 14. This Agreement shall not be amended or modified except in a written instrument executed by the parties.

Wherefore, the parties have set their hands and seals on the date written

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
ADDRESS  
\_\_\_\_\_

This Agreement was acknowledged before me by \_\_\_\_\_  
On behalf of \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

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

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

New Mexico Department of Transportation  
Field Operations Division/District 4  
Traffic Engineering  
By \_\_\_\_\_

\_\_\_\_\_  
Title

Approved change to standard form by the  
Department Office of General Counsel  
April 24, 1992