

**Property Owner Agreement to Participate
In ABQ NeighborWoods Program**

This Agreement made between the City of Albuquerque (City), whose mailing address is Attention: City Forester, P.O. Box 1293, Albuquerque, New Mexico 87103, and _____

[Owner], who owns or has the legal authority to enter into this Agreement pertaining to the property located at (street address) _____
Albuquerque, NM _____ [zip],

Agreement to Adopt an ABQ NeighborWoods Tree

Owner hereby grants to the City a non-exclusive permanent easement ("Tree Easement") in, over, upon and across the real property whose address is provided above for the purpose of assessing the site, planting and follow-up assessments and other activities related to the planting of one or more "ABQ NeighborWoods trees". The ABQ NeighborWoods tree may be located on Owner's property, adjacent to City right of way owned either by the City in fee or as an easement from the Owner. **The distance will never exceed 20 feet from the street.**

The Owner's Rights and Responsibilities:

1. Prior to any activity by the City, the Owner shall clearly mark and identify irrigation and other lines or structures of which Owner knows and that should not be disturbed in the general area where the ABQ NeighborWoods tree would be planted.
2. Owner shall be responsible for proper watering and maintenance of ABQ NeighborWoods tree according to general standards provided to Owner by the City Forester.
3. Owner accepts maintenance and protection responsibility for their ABQ NeighborWoods tree including water, pruning, and other maintenance. No major site changes that would affect the health of the tree should be allowed without prior approval.
4. Owner shall remove and replace the initial ABQ NeighborWoods tree at Owner's expense if tree dies within five (5) calendar years from planting date due to events in Owner's control.
5. Owner accepts all responsibility and liability for the ABQ NeighborWoods tree whether tree is on Owner's or City property.
6. After the City's assessment of the proposed planting site and verbal on-site discussion with Owner, but prior to the commencement of any actual work by the City on Owner's Property, the Owner may withdraw his/her/their consent.

The City's Rights and Responsibilities:

1. The ABQ NeighborWoods Committee shall determine the best species considering site conditions.
2. The City contractor Tree New Mexico and trained volunteers shall plant the ABQ NeighborWoods tree.
3. The City shall not be liable for any damage or injury to site, other plants, or hardscape caused by contractor or volunteers.
4. Hardscape or other plants that restrict ABQ NeighborWoods tree planting will not be repaired, moved, pruned or otherwise included in any part of the City's work.
5. Following the work, the City, its contractor, or trained volunteers will restore any disturbed surface area to its pre-work condition within certain limits.
6. After initial planting, the City is not responsible for any water, maintenance or removal costs connected to the ABQ NeighborWoods tree.
7. No verbal agreements changing these procedures or rules are allowed.

I have read and understand my rights and obligations. I am the Owner of the property located at _____ [street], Albuquerque, NM _____ [zip].

Sign _____
Print Name _____ Date _____