



HUNING HIGHLANDS

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SIGN UP TO ADOPT YOUR FREE TREE



FUNDED BY THE CITY OF ALBUQUERQUE - CITY COUNCILOR ISAAC BENTON,
STATE OF NEW MEXICO - REPRESENTATIVE RICK MIERA

RESERVE YOUR FREE TREE TODAY!

Simply fill out the ABQ Tree Program Agreement Form included here.

Every new tree planted improves your property value,
helps to lower your utility bills and contributes to the beautification of our city.

FOR MORE INFORMATION, PLEASE VISIT: hhda.org/treeproject

Please postmark this form by **JANUARY 6, 2015**

HHHDA, 522 Edith Blvd. SE Albuquerque, NM 87102

You may also drop it off at the Preservation Station
dropbox on the corner of Walter and Coal.

PROPERTY OWNER AGREEMENT TO PARTICIPATE IN THE ABQ TREE 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 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 Street Trees". The ABQ Street 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 Street Tree would be planted.
2. Owner shall be responsible for proper watering and maintenance of ABQ Street Tree according to general standards provided to Owner by the City Forester.
3. Owner accepts maintenance and protection responsibility for their ABQ 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 Street 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 Street 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 City Forester shall determine the best species considering site conditions and work with Owner to make final selection.
2. The City, its contractor, or trained volunteers shall plant the ABQ Street 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 Street 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, as follows:
 - a. Only standard size, in-use and operational irrigation PVC and poly pipe that may have been damaged by City work preparing the planting site or equipment travel across site will be repaired.
 - b. Clean and rake to a natural appearance any turf, groundcover, plants or mulch affected by planting or equipment.
 - c. Sweep or blow off any sidewalks, driveways or other hardscape reasonably adjacent to the planting area.
6. After initial planting, the City is not responsible for any water, maintenance or removal costs connected to the ABQ Street Tree.
7. No verbal agreements changing these procedures or rules are allowed.
8. This Agreement is governed by the law of the State of New Mexico and the Ordinances of the City of Albuquerque.

I have read and understand my rights and obligations. I am the Owner of the property located at:

Address: _____ Albuquerque, NM [Zip] _____

Signature: _____ Print Name: _____ Date: _____

CITY APPROVAL BY: _____ DATE: _____