

Sample

LANDSCAPE MAINTENANCE AGREEMENT

This LANDSCAPE MAINTENANCE AGREEMENT (this "Agreement" is made this ____ day of _____, 2025 between the TOWN OF SPRINGDALE, a municipal corporation organized under the laws of Utah, having its administrative offices at 118 Lion Blvd, Springdale, Utah 84767 ("Town"), and [INSERT APPLICANT NAME], organized under the laws of Utah, having its principal office at [INSERT APPLICANT ADDRESS] ("Applicant").

RECITALS

WHEREAS, the Town has entered into a separate agreement with the State of Utah Department of Transportation (UDOT) which grants the Town the right to install landscape features in a section of the State Route 9 right-of-way at [INSERT ADDRESS] and transfers the responsibility to maintain said features; and

WHEREAS, the Applicant will be installing the landscape features and will be the primary beneficiary of the landscape features; and

WHEREAS, the Town wishes to transfer the responsibilities pertaining to the installation and maintenance of landscape features at this location to [INSERT APPLICANT NAME] ; and

WHEREAS, the parties hereto desire to enter into a maintenance agreement covering the landscaped portion of said facilities as shown on the attached plans which by these references are made a part hereof; and

WHEREAS, this Agreement is made to set forth the terms and conditions where under said work shall be performed.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. As authorized by UDOT, the TOWN will allow the Applicant access on State right-of-way at [INSERT ADDRESS], Springdale, Utah, of State Route 9 and approximately [INSERT THE LOCATION WITH REFERENCE TO MILE POSTS] ; for the sole purpose of maintaining landscape features (i.e. pruning, mowing, replacing plant material, repair of irrigation systems, decorative stone, erosion control, weed control, litter control).
2. The Applicant will have access rights to provide routine care and maintenance of said facilities within UDOT right-of-way as long as work is outside the safety zone (i.e. Project Site Clear Zone as Measured from Painted White Line on Mainline and Painted White Line on Ramps). All work within the right of way requires approved DOT orange clothing or outer wear. Youth volunteer groups between the ages of 16 and 18 are allowed to work within the right of way when adult supervision is provided. Youth under the age of 16 is not permitted to work within the right of way.

3. Any work within the safezone will be allowed provided traffic control is implemented according to the MUTCD guidelines. If work will require that lane(s) of traffic will be impacted, the Applicant must obtain a permit from **UDOT** for approval of the traffic control plan in accordance with the MUTCD and applicable rules.
4. The Applicant will establish and maintain the trees, shrubs, and irrigation system during the term of this Agreement. If the trees or shrubs fail to survive, the Applicant will replant and establish plant materials. The Applicant accepts maintenance responsibility for all systems of the project including the clearing of debris, weed control, trash and maintaining drainage.
5. UDOT will remain the owner of the real property on which said landscape facilities are installed. Any significant changes to the landscaped areas will be reviewed and approved by **UDOT** before work may begin.
 - a. If UDOT decides to use the right-of-way for any of its projects, the Applicant shall remove and/or relocate the landscaping improvements at his own expense and UDOT will not replace or reimburse the Applicant for the improvements.
6. Initial term of this Agreement will be ten (10) years; then at the end of the ten (10) year period it will be automatically renewed by five (5) year increments unless written notice of termination is given to the Applicant by the Town at least thirty (30) days prior to expiration of the current term.
7. After thirty (30) days of receipt of written notice to terminate the Agreement of one party to the other party, this Agreement will become null and void. If at such time and if required by the TOWN, the Applicant will restore the areas of landscape to **UDOT** standards or pay **UDOT** to perform this work.
8. The Applicant agrees to indemnify, save harmless, and release **the TOWN and UDOT** from and against any and all loss, damages, injury, liability, suits, claims and proceedings arising out of the performance of this Agreement, or which damages, injuries, liability, suits, claims and proceedings, including but not limited to, vehicle damage and/or personal injury as a result of crashes caused in whole or in part by **the Applicant's** employees, officers, agents, and contractors, or by improper traffic control that are caused in whole or in part by the **Applicant's** acts, omissions, failure to act, except where the claim arises out of the sole negligence of **UDOT or the TOWN**. This provision shall survive the termination of this Agreement. **The applicant** shall indemnify **the TOWN and UDOT** for any losses, damages, injury, liability, claims, suits and proceedings arising out of the landscaping features installed by the **Applicant** within **UDOT's** right-of-way.
9. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

- 10. This Agreement may be executed in counterparts by the parties.
- 11. This Agreement in no way creates any type of relationship, joint venture, or partnership between the Applicant and the TOWN.
- 12. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

[INSERT APPLICANT NAME]

By: _____

Its: _____

NOTARY

State of Utah)

: §

County of _____)

On this _____ day of _____, in the year 2025, before me,

_____ a notary public, personally appeared

Proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.
 Witness my hand and official seal.

Notary Signature

TOWN OF SPRINGDALE

Thomas Dansie

Director of Community Development

ATTEST

Kyndal Sagers

Zoning Administrator