

(*PERMITTEE NAME*)
(*KYTC KEPT NUMBER*)
(*LOCATION INFORMATION*)

LANDSCAPING AGREEMENT BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND
(*PERMITTEE NAME*)

THIS AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the “**Department**”, and (*Permittee Name and Address*), hereinafter referred to as the “**Permittee**”.

WITNESSETH:

WHEREAS, the **Department** owns certain right-of-way located in (*Location Information*), and the **Permittee** has requested to install certain landscaping plots located in (*Location Information*), and

WHEREAS, the **Permittee** shall assume all responsibility for the general maintenance of the landscaping plots located at (*Location Information*) on **Department** right-of-way; and

WHEREFORE, the **Department** consents to the **Permittee** taking responsibility for the general maintenance of the afore described landscaping plots located in **Department** right-of-way;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

1. The **Permittee** shall be responsible for the general maintenance, including but not limited to, watering, trimming, weed control, and any other services specified in the approved permit (*KYTC Kept Number*), of the **Department**'s right-of-way subject to this agreement.
2. The **Permittee** shall not modify in any manner the **Department**'s right-of-way subject to this agreement without first seeking prior written approval from the **Department**.
3. The **Permittee** is to assume all responsibility and further agrees to indemnify and hold harmless the **Department** from any claim, action, or incident arising from the **Department** or nature of the general maintenance of the **Department**'s right-of-way subject to this agreement.
4. This Agreement may be cancelled by either of the parties hereto at any time upon written notice thereof. Upon cancellation, the landscaped areas which are subject of this Agreement are to be returned to their original condition or left in a condition acceptable to the **Department**, and the **Permittee** will be solely responsible for the cost of any restoration and remediation required.
5. The **Department** may modify the right-of-way subject to this agreement for purposes of public safety.

(PERMITTEE NAME)
(KYTC KEPT NUMBER)
(LOCATION INFORMATION)

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

Kentucky Transportation Cabinet Department of Highways:

Approved to form and legality:

(Name), (Title of Attorney)

Date

(Name), (District XX, Chief District Engineer)

Date

(Permittee):

Approved to form and legality:

(Name), (Title of Attorney)

Date

(Name), (Title of Permittee's Representative)

Date

This document prepared by:

(Name), (Title)
(Address)
(Phone)

Date