



**NOXIOUS WEEDS ERADICATION ASSISTANCE PROGRAM:
FOR PROJECTS CONDUCTED SOLELY BY SWCD**

GUIDELINES:

1. All practices shall be based on a fiscal year basis from July 1 through June 30.
2. All mill levy contributors are eligible for the program.
3. Socorro SWCD eradication assistance is allowed only for practices on private or state land.
 - a. Consideration will be given to practices on public lands if the practice primarily benefits private lands.
4. Applications will be considered on a first come, first serve basis as funding permits.
5. The SWCD will perform, subject to feasibility, the initial treatment of the noxious species. The landowner is encouraged to be present for this process. Following initial treatment, the landowner should obtain a private applicators license from the NMDA in order to treat their own land. Equipment for treatment is available at no cost from the SWCD.
6. The SWCD will cover all costs for projects conducted by SWCD personnel.
7. Approval is subject to project feasibility determination by Socorro SWCD.
8. Eradication assistance is limited to weed species included on the Socorro County Noxious Weeds Listing at time of application.
9. Participants must sign liability waiver prior to treatments.



**Socorro Soil & Water Conservation District
103 Francisco de Avondo, Socorro, NM 87801
(575) 838-0078**

This Agreement is entered into this _____ day of _____, 20__ by and between _____ (Landowner) and the Socorro Soil and Water Conservation District (District), 103 Francisco de Avondo, Socorro, New Mexico, 87801.

1. The purpose of the Agreement is to authorize the District to conduct the approved project for controlling noxious weeds on lands owned by the Landowner and to assure that the Landowner takes no action that inhibits conducting the project.
2. The Landowner grants to the District, subject to reasonable notice by the District to the Landowner, the right to ingress and egress on the following described lands (Real Property-Surface Estate Only) to conduct such activities as may be necessary to carry out the project as requested by the Landowner.

(Legal Description of Property)

That right includes the right to make such application of Environmental Protection Agency (E.P.A.) approved herbicides as may be necessary to inhibit growth and reproduction of noxious weeds within the project area, and the right, after giving notice of the proposed location to the Landowner (which location will not materially interfere with Landowner's use occupancy or ownership thereof) to conduct such monitoring and other data collection to evaluate results of the project.

3. Landowner agrees, subject to the rights of third party lessees of Landowner and owners of previously severed estates, that he will take no action during the term of the Agreement that jeopardizes the outcome of the project. Landowner further agrees that he will make all reasonable efforts to cooperate with the District in their efforts to conduct the project.
4. The District agrees to conduct their activities upon the Real Property in a manner so as to not unreasonably interfere with the Landowner's or his lessees' use of the Real Property.
5. The parties agree that under this Agreement, Landowner is conveying only those interests specifically enumerated herein; Landowner retains titles and privileges not specifically enumerated.
6. The District agrees to exercise the right granted in this agreement at its own risk and agrees that it shall not claim any damage against Landowner for any injuries or damages suffered on account of the exercise of such rights, except for damages resulting from the acts of the Landowner, his agents or assigns.
7. In consideration for the granting of this Agreement, the District shall indemnify and hold harmless the Landowner for damages (including attorney's fees and court costs), claims or injuries to any other person resulting from, arising out of, or in any way connected with the exercise by the District of the rights granted hereunder, except for damages and expenses resulting from the actions of Landowner, his agents or assigns.
8. Subject to the reservation of the right, of indemnity in paragraph 8, Landowner hereby releases and holds harmless the District, their agents and employees, from any claim for injuries or damages suffered on account of the exercise of any rights.
9. Nothing herein shall be construed to obligate the District to expend any funds for the purpose of removing or controlling noxious weeds. Any such expenditure shall be at the sole discretion of the District and shall be subject to sufficient appropriations and authorization. A decision by the District as to the existence of sufficient appropriations and authorization shall be final, binding and not subject to judicial review.



Class “A” Weeds (Non-native species with a limited distribution in the County. High priority preventing new infestations and eliminating existing infestations)

<i>*African Rue</i>	Peganum harmala
<i>Alfombrilla</i>	Drymaria arenarioides
<i>Black henbane</i>	Hyoscyamus niger
<i>*Bull thistle</i>	Cirsium vulgare
<i>*Camelthorn</i>	Alhagi pseudalhagi
<i>Canada thistle</i>	Cirsium arvense
<i>Cheatgrass</i>	Bromus tectorum L.
<i>Dalmation toadflax</i>	Linaria genisitifolia ssp dalmatica
<i>Diffuse knapweed</i>	Centaurea diffusa
<i>Dyer’s woad</i>	Isatis tinctoria
<i>Eurasian watermilfoil</i>	Myriophyllum spicatum
<i>Giant salvinia</i>	Salvinia molesta
<i>Halogeton</i>	Halogeton glomeratus
<i>*Hoary cress</i>	Cardaria draba
<i>Hydrilla</i>	Hydrilla verticillata
<i>Jointed goatgrass</i>	Aegilops cylindrical
<i>Leafy spurge</i>	Euphorbia esula
<i>*Malta starthistle</i>	Centaurea melitensis
<i>Musk thistle</i>	Carduus nutans
<i>Onionweed</i>	Asphodelus fistulosus
<i>Poison hemlock</i>	Conium maculatum L.
<i>Purple loosestrife</i>	Lythrum salicaria
<i>Purple starthistle</i>	Centaurea calcitrapa
<i>Scotch thistle</i>	Onopordum acanthium
<i>Spotted knapweed</i>	Centaurea maculosa
<i>Teasel</i>	Dipsacus fullonum
<i>Yellow starthistle</i>	Centaurea solstitialis
<i>*Yellow toadflax</i>	Linaria vulgaris

Class “B: Weeds (Non-native species that are presently limited to portions of the County. Designated for control in areas where they are not yet widespread)

<i>*Parrot feather</i>	Myriophyllum aquaticum
<i>*Perennial pepperweed</i>	Lepidium latifolium
<i>*Russian knapweed</i>	Acroptilon repens
<i>*Siberian Elm</i>	Ulmus pumila
<i>*Tree of Heaven</i>	Ailanthus altissima

Class “C” Weeds (Non-native species widespread in the County and State. Long-term programs are necessary to manage these species)

<i>*Field bindweed</i>	Convolvulus arvensis L.
<i>*Russian olive</i>	Elaeagnus angustifolia L.
<i>*Salt cedar</i>	Tamarix sp.

** Indicates infestations currently found and mapped in Socorro County.*



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Applicants Name (please print):

_____ Date: _____

Address:

Phone: _____ (Home) _____ (Cell or Business)

Weed species: _____

General location: _____



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Landowner Date

Socorro Soil and Water Conservation District Date