



**PROPERTY OWNER CONSENT TO WEED REMOVAL  
(the “CONSENT”)**

As the owner of \_\_\_\_\_ (the “Property”) I \_\_\_\_\_, (the “Owner”) hereby consent to the Town of Mountain Village and its employees, agents and/or assigns (the “Town”) entering onto the Property, from June 1<sup>st</sup>, 2016 through November 1, 2016, for the purpose of removing noxious weeds and any all other activities that may be necessary and appropriate for the removal and eradication of such noxious weeds.

I acknowledge and hereby grant the Town or a contractor/agent engaged by the Town, the ability to use any and all of the following methods for the removal of noxious weeds on the Property (as defined under the Town of Mountain Village Noxious Weed Management Plan): Physical Control, Cultural Control, Biological Control and Chemical Control.

I grant the Town or a contractor/agent engaged by the Town, permission to enter the Property during normal business hours and acknowledge that the Town or its contractor/agent may also make arrangements to enter the Property at other times after receiving my consent. I acknowledge that the Town or its contractor/agent may have to enter into the property to remove the weeds two times (one treatment in summer and one treatment in fall) throughout the term of this consent.

ACKNOWLEDGMENT AND AGREEMENT OF COSTS

By executing this Consent and agreeing to allow the Town or its contractor/agent to enter the Property, I acknowledge that I shall be responsible for all cost and fees related to the eradication of noxious weeds, up to \$195 per acre treated on the Property. I further acknowledge that if I do not pay for the cost and fees assessed within thirty (30) days that such costs and fees shall constitute a lien on the Property and may be foreclosed upon through any manner available to the Town as a municipality or as a mechanics lien under Colorado law.

WAIVER OF CLAIMS

I hereby waive all claims arising from or related to the Town or its contractor/agents entry upon the Property for the removal and eradication of noxious weeds and activities related thereto, and acknowledge that the Town and its contractor/agent shall be held harmless against all claims whatsoever arising from or related to such activity. I further understand and agree that this Consent applies to claims made by myself or my heirs, successors, assigns, representatives or agents.

AUTHORITY

As the Owner, I have the full authority to execute this Consent.  
Executed this \_\_\_\_ day of \_\_\_\_\_, 2016.

By \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_ (Signed Name) (“Owner”)

Environmental Services Department  
455 Mountain Village Boulevard, Suite A  
Mountain Village, CO 81435  
Phone: 970.369.8236