THE CORPORATION OF THE TOWNSHIP OF MACHAR

**CONSENT TO REMOVE TREES, ALTER AND CONDUCT WORKS
ON AN UNOPENED ROAD ALLOWANCE**

BETWEEN: The Corporation of the Township of Machar
                    (hereinafter called the "Owner") OF THE FIRST PART

AND: _____

                    (hereinafter called the "Party") OF THE SECOND PART

WHEREAS   **the unopened road allowance affected by this Agreement is located as follows;**

                    _____

WHEREAS   **the purpose of work on the unopened road allowance is as follows;**

                    _____

WHEREAS   **the proposed work on the unopened road allowance is as follows;**

                    _____

AND WHEREAS the subject Road Allowance is a public highway under section 261 of the Municipal Act and the title to all such highways vests in the municipality under section 262 of the Municipal Act;

AND WHEREAS an adjacent landowner is required to obtain consent to alter an unopened road allowance and the public is required to obtain consent to alter an unopened road allowance and the public is required to obtain consent to remove trees from a road allowance under section 312(6) of the Municipal Act, the Township of Machar consents to the alteration of the above described unopened road allowance with conditions;

NOW THEREFORE this agreement witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. The "Party" agrees to carry out some brushing, levelling and minor improvements to unopened road allowance in accordance to the standards and specifications of Township regulations in order that the "Party" utilize the unopened road allowance for the purpose set out above.

2. The "Party" agrees to provide a sketch or rough plan of the proposed works for approval by the "Owner".

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3. The "Party" agrees to carry out all works at its own expense and responsibility and indemnify the "Owner" harmless of any and all liabilities for any harm or property damage of any person(s) with or without merit with respect to use or work on the roadway.

4. The "Party" agrees that all brush, stumps, stones and other forms of debris detrimental to the use and appearance of the roadway shall be removed and hauled away.

5. The "Party" acknowledges that the "Owner" has not opened or assumed the Road Allowance herein described. The "Party" shall post signs clearly marked "Use at own Risk". This road allowance has not been opened nor assumed by the Township.

6. In the event that the "Party" is in contravention to any of the conditions of this Agreement, the "Owner" may with or without notice, revoke such Agreement.

7. It is understood between the parties hereto, that such entry upon the roadway considered necessary by Township representatives for the purpose of inspecting and/or repairing faulty work including replacement of materials, shall not be deemed for any purpose whatsoever as acceptance or assumption of the roadway.

8. The "Party" agrees and will forthwith pay all costs necessary for inspection and repair of the roadway including materials upon demand.

9. The "Party" agrees to carry out and be responsible for a required survey in connection with this matter in order to avoid deviation onto private lands.

10. The "Party" agrees that no items such as logs, equipment, etc. shall be placed on the Road Allowance.

**The approval of this consent by the Owner will in no way obligate the Owner to maintain.

AND IN WITNESS WHEREOF the "Party" has affixed his signature and completed all pertinent information shown below.

_____   _____

WITNESS SIGNATURE   "Party" SIGNATURE

_____   _____

WITNESS NAME PRINTED   "Party" NAME PRINTED

                                                   _____

                                                 "Party" MAILING ADDRESS

                                                 _____

                                                 _____

                                               "Party" PHONE NUMBER

                                                 _____

                                               DATE

Description of property requiring work on roadway to gain access;

_____

Above property civic address if assigned;

_____

Above property municipal roll number; _____

Term of Agreement required (insert dates); _____

IN WITNESS WHEREOF the Corporate Seal of the "Owner" is hereupon affixed over the signatures of its authorized officials as approved by Resolution of Council.

                                                 _____

                                               MAYOR, TOWNSHIP OF MACHAR

                                                 _____

                                               CLERK, TOWNSHIP OF MACHAR

File: Consent to Remove
    Trees, Alter and Conduct
    Works on Unopened Rd Allowance

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