

**THE CORPORATION OF THE TOWNSHIP OF STRONG
CONSENT TO REMOVE TREES, ALTER AND CONDUCT WORKS ON AN
UNOPENED ROAD ALLOWANCE APPLICATION**

BETWEEN: The Corporation of the Township of Strong (hereinafter called the "Owner" of the First Part

AND: _____
Hereinafter call the "Party" of the Second Part

WHEREAS **the unopened road allowance affected by this Application 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 26 of the Municipal Act and the title to all such highways vests in the municipality under Section 30 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 62.1(1) of the Municipal Act, the Township of Strong 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. Leveling and minor improvements to the 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".
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.

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7. It is understood between the parties hereto, that such entry upon the roadway is 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. Once the survey has been completed and a copy submitted to the township for their file. The "Party" agrees to Register on title that the "Township of Strong has an unregistered right, title, interest or equity in the lands by virtue of an agreement concerning the creation and use of an access driveway to the property pursuant to the provisions of the Municipal Act" and the "Party" at their own expense and provide a copy of the Registry document to the Township.
10. The "Party" agrees that no items such as logs, equipment, etc shall be placed on the Road Allowance.

And In Witenss Whereof the "Party" has affixed his signature and completed all pertinent information shown below:

Dated: _____
Signature: _____

Party

Party Name Printed: _____
Party Mailing Address: _____

Party Phone #: _____

Description of property requiring work on roadway to gain access:

Above Property Municipal Roll # _____

Date of Survey Received: _____

Approved by Council:
Date: _____

By-law #: _____

Copy of Land Registry Document Received: _____