



UNCONSTRUCTED/UNMAINTAINED ROAD RIGHT OF WAY ACCESS PERMIT

Date: _____

The purpose of the unconstructed/unmaintained road right-of-way access permit is to provide the Township of Spallumcheen with information and input regarding drainage and safe access from private properties to the Township's road network where the Township has no plans to construct or maintain the right-of-way.

Property Owner(s):

Access Area:

Name: _____

That portion of unconstructed/unmaintained road right of way that is located at:

Name: _____

Civic Address: _____

_____ as shown marked outlined in bold in the attached Schedule "A" (referred to as the "**Access Area**")

(referred to as the "**Permittee**")

Permit Fee \$ _____ **Cheque** _____ **Cash** _____ **Debit** _____

The Township of Spallumcheen (the "**Township**") hereby grants to the Permittee permission to enter upon and use the Access Area for the purposes specified below, subject to the terms and conditions contained in this Permit:

Permitted Use: Access, with or without vehicles, to and from the Permittee's lands, which are legally described as:

Special Conditions of Use to be outlined on page 2 by the Manager of Operations.

REQUIREMENTS:

1. The Permittee is permitted to access and use the Access Area only for the Permitted Use and in accordance with any Special Conditions of Use.
2. The Permittee acknowledges and agrees that:
 - (a) it will not do or permit to be done anything which, in the opinion of the Township, may cause a nuisance or interfere with or obstruct access to or use of the Access Area;
 - (b) the Access Area must remain open to the public at all times and must not be used for parking or storage of vehicles or equipment of any kind;
 - (c) the Township is not responsible for any construction, upgrades or maintenance (including snow removal) of the Access Area;
 - (d) it will ensure that the Access Area is constructed, upgraded and maintained (including snow removal), at a minimum, to a standard appropriate to provide emergency vehicles with access at all times;
 - (e) any changes or improvements to the Access Area, including construction or installation of utilities within the Access Area, must only be undertaken with the express prior written consent of the Township
 - (f) if the Access Area is damaged by the act, omission, default or negligence of the Permittee or the Permittee's agents, employees, contractors or any other person admitted to the Access Area by the Permittee (collectively, the "Invitees"), the Permittee will pay to the Township, upon demand, such sum as is necessary to restore the Access Area to the condition as of the date herein;

- (g) it will comply with and conform to the requirements of every applicable statute, law, bylaw, regulation, requirement and order from time to time in force pertaining to the condition, maintenance, use or occupation of the Access Area; and
 - (h) it will ensure that the safety, economy, and convenience of the public is maintained at all times.
3. The Permittee acknowledges and agrees that it is solely responsible for all liability and claims arising out of the access to or use of the Access Area by the Permittee and its Invitees, including, without limitation, all liability and claims for injury, death, loss, damage or expense of any kind whatsoever.
 4. The Permittee waives any and all claims against the Township and releases the Township from any and all liability and claims for all injury, death, loss, damage or expense of any kind that the Permittee or any other person may suffer as a result of or in connection with the Permittee's or its Invitees' access to or use of the Access Area, including, without limitation, negligence, breach of contract, breach of any statutory duty or duty of care on the part of the Township. This release and waiver shall survive expiry or sooner termination of this Permit.
 5. The Permittee hereby agrees to unconditionally indemnify and hold harmless the Township from and against all losses, damages, actions, suits, claims, demands, costs, expenses, fees (including all costs and all legal fees and all disbursements) and liabilities of any nature whatsoever by whomsoever brought, made or suffered for which the Township is or may become liable, incur or suffer by reason of any injury to person (including death) or loss or damage to property or economic loss arising directly or indirectly from the Permittee's or its Invitees' access to or use of the Access Area. This indemnity shall survive expiry or sooner termination of this Permit.
 6. This Permit is not valid until signed by the Permittee and the Township's authorized signatory.
 7. The Permittee must immediately report all damage to or defects of the Access Area to the Township's Public Works Department.
 8. This Permit is not transferable.
 9. This Permit does not affect or limit the discretion, rights, duties or powers of the Township under the common law or any statute, bylaw, or other enactment.
 10. This Permit may be cancelled by the Township in its sole discretion at any time without notice.

I/we, the undersigned, hereby represent and warrant that **I/we have read and understand all of the terms and conditions of this Permit**, and I understand that this is a contractual and legally binding document.

THE PERMITTEE:

X: _____

Print Name: _____

Date: _____

APPROVED BY THE TOWNSHIP OF SPALLUMCHEEN, by its authorized signatory:

X: _____

Print Name: _____

Date: _____

PERMIT APPROVED WITH THE FOLLOWING CONDITIONS:

Access is hereby approved subject to the following conditions: _____

Manager of Operations _____ Date: _____