

**SCHEDULE 26**

FORM 2

By-law PS-113

THIS AGREEMENT made in duplicate this

\_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the "City"  
of THE FIRST PART,

AND:

\_\_\_\_\_

hereinafter called the "Owner"  
of THE SECOND PART.

WHEREAS the Owner is the registered owner of the lands and premises in the City of London known for municipal purposes as \_\_\_\_\_ upon which have been laid out certain private roadways identified in the schedule hereto which the Owner had requested be designated and administered by the City as fire routes pursuant to section 210 (52) of The Municipal Act, R.S.O. 1990, c. M.45.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration now paid by the City to the Owner, the receipt and sufficiency of which is hereby acknowledged by the Owner:

1. The Owner consents during the term of this agreement to the designation by the City of the private roadways identified in the schedule hereto as fire routes pursuant to section 210 (52) of The Municipal Act, R.S.O. 1990, c. M.45, and to the full and free administration and enforcement with respect to such private roadways of by-laws pertaining to the fire routes including, but without restricting the generality of the foregoing, the right of free and unhindered entry and re-entry at all times upon the Owner's lands and premises by the City's employees, servants and agents and by municipal by-law enforcement officers, constables and officers appointed for the carrying out of the provisions of The Highway Traffic Act for the purposes of erecting, maintaining and removing official signs, prohibiting parking, and ticketing, removing and impounding

vehicles parked or left along the fire routes.

2. The Owner covenants and agrees:

- (a) that the City shall be responsible for initially erecting official signs and standards for which the Owner shall pay to the City \$\_\_\_\_\_ at the time of application and the material and labour costs of the City of erecting official signs and standards in accordance with its Municipal Maintenance Management System;
- (b) that once official signs are erected, the Owner shall be responsible for their maintenance at his expense in accordance with the standards of the City;
- (c) that the City shall have the right to remove or re-erect official signs;
- (d) that the City shall have the right to remove any signs which may conflict or may be confused with official signs;
- (e) that the Owner shall not permit anything to be done which obstructs the plain view of any official sign by the driver of a vehicle along a fire route;
- (f) the Owner shall at all times keep the fire route in good repair, free and clear of any obstruction, excavation, object or thing likely to hinder, obstruct or interfere with the movement of a fire truck or emergency vehicle along the fire route.

3. The Owner releases the City from all manner of debts, claims, demands, causes of action or suits which the Owner may now or hereafter have against the City, its employees, servants or agents in respect of any matter contained in or arising from this agreement.

4. The Owner agrees that this agreement shall continue in full force and effect from the date hereof until terminated by the City upon one month's prior written notice delivered personally or sent by First Class Mail to the Owner at his last known address.

5. This agreement shall enure to the benefit of and be binding upon the City and the Owner, and their respective heirs, executors, administrators, successors, and assigns, as the case may be.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal or affixed its corporate seal attested to by the hands of its proper officers duly authorized in that behalf, as the case may be.

SIGNED, SEALED AND DELIVERED

in the presence of

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