

Section 7 - Adjacent Landowner Consent to License an Undeveloped Road Allowance
 (Each adjacent landowner must complete a copy of this form)

I PETER & MARCIA CHERRETT am (are) applying to obtain a license to
Full name(s) of applicant(s)

occupy the undeveloped road allowance situated N.W.-7-61-11-W4 + S.W.-7-61-11-W4
 N XXXXXXXXXXXXXXXXXXXXXXXXXXXX S
N.E.-12-61-12-W4 + S.E.-12-61-12-W4

for the sole purpose of _____
Describe in detail the intended use

ROTATIONAL GRAZING OF GOATS. "BROWSE"

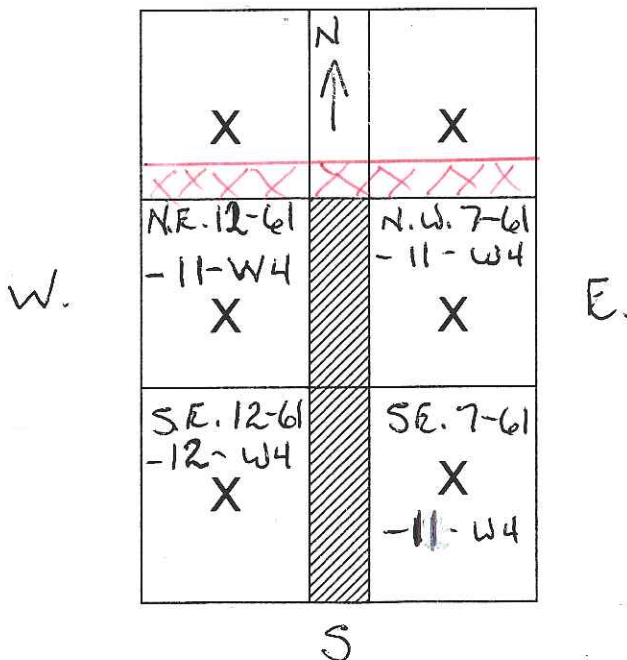
If improvements or alterations are required in order to undertake the above stated activity please detail the type and extent of the improvements required: _____
Detail the improvements

REPLACE ("NEW") (FENCE EXISTING) ON EAST SIDE.

REMOVE DEADFALLS, ROCKS, BOULDERS AS REQUIRED

The application for a license to occupy an undeveloped road allowance requires that I obtain consent from all adjacent landowners abutting the proposed license area.

"Abutting" means any property (indicated by "X") touching the road allowance which is being closed, unless it is separated by another road allowance.



CONSENT:

Having been informed of the proposed license application, and I

Anne Hlusko
Name of landowner

Owner of N.W. & SW. 7-61-11-W4
Provide legal location

have no objection to PETER + MARCIA CHERRETT
Name of applicant(s)

applying to license the road allowance abutting my property for the purpose described above.

Anne Hlusko
Signed

June 24th 2014
Date

Terry Hlusko
Witness

June 24th 2014
Date

CONSENT:

Having been informed of the proposed license application, and I

Anne Hlusko
Name of landowner

Owner of S.W. 7.61. 11. W4
Provide legal location

have no objection to Peter and Marcia Cherrett
Name of applicant(s)

applying to license the road allowance abutting my property for the purpose described above.

Anne Hlusko
Signed

June 14th 2014
Date

Terry Hlusko
Witness

June 14th 2014
Date

CONSENT:

Having been informed of the proposed license application, and I

Anne Hlusko
Name of landowner

Owner of SW. 7.61. 11 W4
Provide legal location

have no objection to Marcia + Peter Cherrett
Name of applicant(s)

applying to license the road allowance abutting my property for the purpose described above.

Anne Hlusko
Signed

June 24th 2014
Date

Terry Hlusko
Witness

June 24th 2014
Date

CONSENT:

Having been informed of the proposed license application, and I

Anne Slushko
Name of landowner

Owner of N.W.+S.W.-7-61-11-W4
Provide legal location

have no objection to PETER & MARCIA CHERRETT
Name of applicant(s)

applying to license the road allowance abutting my property for the purpose described above.

Anne Slushko
Signed

June 24th 2014
Date

Terry Slushko
Witness

June 24th 2014
Date

CONSENT:

Having been informed of the proposed license application, and I

Anne Slushko
Name of landowner

Owner of N.W. 7.61.11 W4
Provide legal location

have no objection to Peter & Marcia Cherrett
Name of applicant(s)

applying to license the road allowance abutting my property for the purpose described above.

Anne Slushko
Signed

June 24th 2014
Date

Terry Slushko
Witness

June 24th 2014
Date

CONSENT:

Having been informed of the proposed license application, and I

Anne Slushko
Name of landowner

Owner of N.W. 7.61-11 W4
Provide legal location

have no objection to Peter & Marcia Cherrett
Name of applicant(s)

applying to license the road allowance abutting my property for the purpose described above.

Anne Slushko
Signed

June 24th 2014
Date

Terry Slushko
Witness

June 24th 2014
Date

Section 5 - Annual licensing Fee

Upon approval The County of St. Paul will charge the licensee an annual fee for occupation of the Road Allowance according to an authorized fee schedule.

Section 6 -Terms and Conditions

1. The licensee must clearly state the intended use of the road allowance and any improvements/additions/alterations, which may be made to accommodate this use (i.e. the construction of a fence, brushing, clear-cutting, etc.)
2. All improvements/additions/alterations must be constructed according to specifications determined by the County. Maintenance of these improvements/additions/alterations is the sole responsibility of the Licensee.
3. The Road Allowance must be maintained to the satisfaction of the County of St. Paul. All debris created during the occupation of the property by the licensee, (i.e. brushing) must be removed within a reasonable period of time from the time that it occurred.
4. The Licensee shall abide by all laws, bylaws, legislative and regulatory requirements of any government relating to the use and occupation of the License area.
5. During the term of the License, the Licensee has the right to restrict access to the property, with the exception of County Personnel or third parties contracted to the County. The Licensee may post signs restricting access. These signs must quote the name of the Licensee and the License #.
6. The County of St. Paul reserves the right to occupy and use the License Area in any manner whatsoever, provided that the County shall not unreasonably interfere with the activities permitted the licensee. These include, but are not limited to, access of third parties for the installation of underground or above ground utility lines, pipeline facilities, transmission lines and drainage swells which cross the License area.
7. The Licensee must carry liability insurance. Such insurance shall name the County as an insured party, and shall contain a waiver of subrogation against the County. The Licensee must provide proof of such insurance to the satisfaction of the County.
8. The Licensee is responsible for any claims, demands, suits, proceedings or actions whatsoever that may be brought against the County due to the actions of the Licensee.
9. Failure to comply with any of the above conditions could result in the termination of the licensing agreement.
10. Upon the termination of the License the Licensee is required to restore the Road Allowance to its former condition, to the satisfaction of the County of St. Paul. All improvements/additions/alterations (i.e. fences and subsequent debris etc.) must be removed.

Cherett's will assure that Anna Hasko will always have a fence on her property line, even though Cherett's have erected it

Maria Cherett June 24/11