Consent, license and release agreement

between _____ (road-owning entity) and _____(landowner)

Whereas,

BACKGROUND: The _____ (Herein referred to as "Road Owning Entity") and the undersigned have agreed that employees, agents or contractors of Road Owning Entity may enter the undersigned's land to cut, open, maintain, clean and repair drains and ditches on the undersigned's lands as deemed necessary by the Road Owning Entity to properly maintain the roads for the benefit of the undersigned and all residents. The undersigned acknowledges that he/she has been informed of and understands the scope of the work which the Road Owning Entity intends to perform on his/her lands for this purpose.

AGREEMENT: For and in consideration of the benefits accruing from proper maintenance of Road Owning Entity roads and the undersigned's drainage facilities, I/we, the undersigned, intending to be legally bound hereby agree as follows:

1. *Certification of Ownership of Lands and Authority to Sign:* The undersigned certifies that the following persons are all the persons with ownership interest in the property described below (Herein referred to as "Subject Property") and that, if all owners have not signed this Consent, License and Release, he or she as one of these owners has been authorized by all owners to sign this Consent, License and Release on their behalf.

   Owners and Property Addresses Property Description

2. **Scope of Work** (describe work to be done)**:**

_____

_____

_____

_____

_____

3. *License & Consent:* The undersigned, for and on behalf of all persons with ownership interest in the property, grant(s) a license to Road Owning Entity for use of the Subject Property and consent(s) to the entry of Road Owning Entity officials, employees, agents and contractors onto

the above-described property for purposes of implementing the practices descried in the "scope of work" above, and for the future maintenance of those practices. This consent shall be valid and effective for the life expectancy of the practices implemented.

4. *Release:* The undersigned do/does for himself/themselves, their spouse, personal representatives, heirs, successors and assigns, forever release and discharge Road Owning Entity, its officials, officers, agents, servants and employees and any other persons or entities acting with or on behalf of the Road Owning Entity (Released Parties) of and from any and all claims, liabilities, actions and demands of any and all natures whatsoever, including but not limited to any and all claims for property damage or bodily injury which may arise from or be in any way related to any acts or omissions of the Release Parties relating to the practices descried in the "scope of work" above, and for the future maintenance of those practices

5. *Binding on Successors:* This Consent, License and Release shall be binding on Grantors successors, representatives and assigns.

In Witness Whereof, I/we have executed this agreement, certificate, consent and release this _____day of _____, 20____.

_____, _____, _____
Printed Landowner Name *Landowner Signature* *Date*

_____, _____, _____
Printed Witness Name *Witness Signature* *Date*