

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2023-45

Being a by-law to authorize an agreement between the Corporation of the Township of Horton and 629995 Ontario Inc. and 1000353913 Ontario Inc. c/o Eric Draper

WHEREAS Council wishes to enter into an agreement with 629995 Ontario Inc. and 1000353913 Ontario Inc. c/o Eric Draper to permit use of the unopened road allowance between Lots 21 & 22 Concession 5 and between Lots 21 & 22 Concession 6.

NOW THEREFORE the Council of the Corporation of the Township of Horton enacts as follows:

THAT the Mayor and CAO/Clerk be authorized to enter into the agreement attached hereto as 'Schedule A' and forming a part of this by-law with 629995 Ontario Inc. and 1000353913 Ontario Inc. c/o Eric Draper and that the said agreement be registered on title.

THAT this by-law shall come into effect upon the passing thereof.

READ a First and Second Time this 17th day of October, 2023.

READ a Third Time and passed this 17th day of October, 2023.

MAYOR David M. Bennett

CAO/CLERK Hope Dillabough

Schedule 'A'

THIS AGREEMENT MADE IN DUPLICATE

This _____ day of _____, 2023

BETWEEN: 629995 Ontario Inc. and 1000353913 Ontario Inc.
c/o Eric Draper

(hereinafter called the "Owner")

PARTY OF THE FIRST PART

AND

THE CORPORATION OF THE TOWNSHIP OF HORTON

(hereinafter called the "Township")

PARTY OF THE SECOND PART

WHEREAS the Owner is owner of Part of Lot 22, Concession 5, also known as 2193 Chapeski Lane, Part of Lot 22, Concession 6, and Part of Lot 22, Concession 5, also known as 701 Storyland Road, in the Township of Horton, as set out in Appendix 1 hereto annexed to this agreement, and is desirous of improving the unopened road allowance leading to their lands and being part of the road allowance between Lots 26 & 27 Concession 7 and between Concession 6 and 7, Lot 25;

AND WHEREAS the Township is the Owner of the road allowance between Lots 21 & 22 Concession 5 and between Lots 21 & 22 Concession 6 being an unopened road allowance;

AND WHEREAS Council has authorized the Mayor and CAO/Clerk to enter into the agreement pursuant to By-law 2023-24;

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and mutual covenants herein contained, the Parties hereto covenant and agree as follows:

1. During the pleasure of Council, the Owner shall be permitted to undertake such works as are necessary upon the road allowance between Lots 21 & 22 Concession 5 and between Lots 21 & 22 Concession 6 aforesaid to such extent as they see fit in order to construct a road as a means of access to their lands being Part of Lot 22, Concession 5, also known as 2193 Chapeski Lane, Part of Lot 22, Concession 6, and Part of Lot 22, Concession 5, also known as 701 Storyland Road within the Township of Horton. The works as aforesaid will include such items as removal of rocks, trees and stumps and the placing of gravel on the road allowance and relocating any existing fences.
2. The Owner acknowledges that the Owner will be solely responsible for determining the location of the unopened road allowance and ensuring that the proposed improvements are contained wholly within the road allowance.
3. The Owner acknowledges that entering into this Agreement is not deemed to be an assumption of the unopened road allowance and that the Township will not be responsible for maintenance or repair of the road allowance or any improvements thereto nor assume any liability in that regard.
4. The Owner shall use the unopened road allowance only for normal access to and from the said lands by persons, vehicles and animals and acknowledges that members of the public have the right to pass and repass on the road allowance.
5. The Owner shall not erect any gates or barriers on the road allowance.
6. The Owner shall not dam up or reroute any existing waterways.

7. The Owner agrees that in respect of the said lands, the Owner will not be entitled to, nor will the Owner demand any municipal services available to lands fronting on an opened public highway maintained by the Township, and that such services may include road maintenance, winter snow plowing, garbage pick-up, school bus service etc.
8. The Owner shall be responsible for all charges and costs in connection with the matters referred to in paragraph 1 above including but not limited to all construction and material costs.
9. The Owner shall ensure that any improvements made to the unopened road allowance shall be made to accommodate emergency vehicle access.
10. The Owner shall consent to the registration of this Agreement on title of their lands.
11. The Township shall not be responsible for any maintenance or improvements of the works undertaken by the Owner whatsoever.
 - a. The Owners undertake to hold harmless and agree to indemnify the Township against any liability whatever incurred by it by reason of it permitting the Owners to construct and improve the unopened road allowance as aforesaid, said indemnity to include all claims, actions and demands whatsoever including but not limited to claims, actions and demands by third parties or those claiming under them arising out of the owner's or anyone else's use of the said lands and the Township's ownership of the said lands.
 - b. In the event that liabilities are incurred by the Township by reason of their entry into this Agreement, the Owners shall indemnify the Township from all claims, damages, costs, expenses, and actions arising out of such liability.
 - c. In the event that the Township subsequently determines to open the unopened road allowance as aforesaid as a public travelled road, the Owners will not object and will turn over to the Township free of charge all the works undertaken by him.
 - d. The Owners agree to obtain an acknowledgement from any subsequent owner accepting and agreeing to fulfil the terms of this Agreement and the Owner agrees to obtain from such subsequent owner, if any, an undertaking to obtain a like acknowledgement and acceptance from any subsequent purchaser of the property.
 - e. The Owners agree that this agreement does not bind the Township to any rezoning, official plan amendments and issuance of building permits.

THIS AGREEMENT SHALL inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, successors in title and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunder set their hand and the corporate seal on the day and date written above.

SIGNED, SEALED AND DELIVERED

in the presence of

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Witness)	629995 Ontario Inc.
)	c/o Eric Draper
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Witness)	1000353913 Ontario Inc.
)	c/o Eric Draper

) THE CORPORATION OF THE
) TOWNSHIP OF HORTON
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) **Per: MAYOR David M. Bennett**
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Per: CAO/CLERK Hope Dillabough