

**THE CORPORATION OF  
THE TOWNSHIP OF HORTON  
BY-LAW NO. 2023-28**

Being a by-law to authorize an agreement between the  
Corporation of the Township of Horton and Stacey Robertson

**WHEREAS** Council wishes to enter into an agreement with Stacey Robertson to permit use of the unopened road allowance between Part Lot 19 Concession 6 and between Part Lot 19 Concession 7.

**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 Stacey Robertson 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 16<sup>th</sup> day of May, 2023.

**READ** a Third Time and passed this 16<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
MAYOR David M. Bennett

\_\_\_\_\_  
CAO/CLERK Hope Dillabough

Schedule 'A'

**THIS AGREEMENT MADE IN DUPLICATE**

This \_\_\_\_\_ day of \_\_\_\_\_, 2023

BETWEEN: Stacey Robertson  
(hereinafter called the "Owners")

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 19, Concession 6 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 Lot 19 Concession 6 and between Lot 19, Concession 7;

**AND WHEREAS** the Township is the Owner of the road allowance between Lot 19 Concession 6 and Lot 19, Concession 7 being an unopened road allowance;

**AND WHEREAS** Council has authorized the Mayor and CAO/Clerk to enter into the agreement pursuant to By-law 2023-28;

**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 Lot 19 Concession 6 and Lot 19, Concession 7 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 19, Concession 6 within the Township of Horton. The works as aforesaid shall 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 shall 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 shall 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 agrees that in respect of the said lands, the Owner shall not be entitled to nor shall 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.
7. 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.

