

THIS AGREEMENT made this 20th day of January, 2022

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

(Hereinafter called the "Admaston/Bromley")

-and-

THE CORPORATION OF THE TOWNSHIP OF HORTON

(Hereinafter called the "Horton")

WHEREAS Admaston/Bromley is the Municipality with control of and jurisdiction over Golf Course Road;

AND WHEREAS Admaston/Bromley originally planned to return Golf Course Road to a gravel roadway, as per the Township's 2013 Asset Management Plan, now requires an complete road structure with asphalt hardtop as per the Geometric Design Standard for Undivided Urban Roads in Ontario (the "Work");

AND WHEREAS Admaston/Bromley and Horton deem it mutually beneficial to the parties hereto that the Work be considered a single undertaking under the control of Horton;

AND WHEREAS Admaston/Bromley and Horton agree and acknowledge that the Work will be tendered by Horton and that Horton shall be responsible for the payment of all costs associated with the Work and shall be responsible for the design, administration, supervision and management of the Work;

AND WHEREAS Admaston/Bromley has the sum of SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (**\$63,313.90**) identified for the Work, and only SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (**\$63,313.90**) available to fund the Work;

AND WHEREAS Admaston/Bromley will pay to Horton, on a one-time basis, the sum, and only the sum of SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (**\$63,313.90**) in order that Horton complete the Work and Horton is prepared to complete the Work for the sum of SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (**\$63,313.90**);

AND WHEREAS Horton will transfer into an account for the WORK, on a one-time basis, the sum of SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (**\$63,313.90**) to complete the Work and provide a statement to Admaston/Bromley of the transfer, the two payments together, one from Admaston/Bromley and one from Horton, for the WORK are the sum of ONE HUNDRED AND TWENTY-SIX THOUSAND AND SIX HUNDRED AND TWENTY-SEVEN DOLLARS and EIGHTY CENTS (**\$126,627.80**);

AND WHEREAS should the WORK cost more than ONE HUNDRED AND TWENTY-SIX THOUSAND AND SIX HUNDRED AND TWENTY-SEVEN DOLLARS and EIGHTY CENTS (**\$126,627.80**), Admaston/Bromley will not contribute any further funds to the WORK;

AND WHEREAS the WORK shall be completed by the Township of Horton with no extra costs obtained from Admaston/Bromley in order to complete the road structure with asphalt hardtop as per the Geometric Design Standard for Undivided Urban Roads in Ontario.

NOW THEREFORE in consideration of the mutual agreements, covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Admaston/Bromley shall pay to Horton the sum of, and no more than the sum of SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (**\$63,313.90**) in consideration of Admaston/Bromley completing the Work.
2. The payment by Admaston/Bromley to Horton of the sum of SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (**\$63,313.90**) on account of the Work does not obligate Admaston/Bromley to make any further payments to Horton on account of the Work and, in fact, by way of this Agreement, Horton and the Admaston/Bromley agree that no further payment by Admaston/Bromley will be requested by Horton or paid by Admaston/Bromley in respect of the Work.
3. Horton shall be responsible for the tendering, design, administration, supervision and management of the Work.

4. Horton shall provide to Admaston/Bromley Drawings detailing the Work to be carried out by Horton. Horton shall carry out the Work in accordance with Drawings and to the satisfaction of Admaston/Bromley.

5. SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (**\$63,313.90**) to be paid by Admaston/Bromley to Horton shall be used by Horton only to pay costs associated with the Work.

6. Horton shall keep and maintain records, invoices and other documents evidencing the use to which the SIXTY THREE THOUSAND, THREE HUNDRED AND THIRTEEN DOLLARS and NINETY CENTS (**\$63,313.90**) is put by Horton.

7. Admaston/Bromley and Horton agree and acknowledge that Admaston/Bromley, by entering into this Agreement, and providing the funding described herein, is not, and is not intended to be, an agent, joint venturer or partner of Horton in respect of the Work. No representations shall be made or acts taken by Admaston/Bromley which would tend to establish or imply any apparent relationship of joint venture, partnership or agency with Horton and Admaston/Bromley shall not be bound in any manner whatsoever by any Agreements, warranties or representations made by or entered into by Horton to or with any other person or corporation nor with respect to any other action of Horton.

8. Admaston/Bromley, its officers, employees and agents shall not be liable for any direct, incidental, indirect, special or consequential damages, injury or any loss

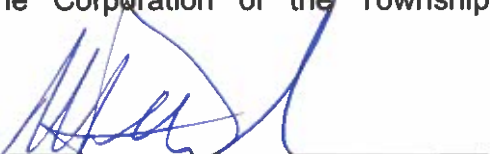
of revenue by Horton arising out of or in any way related to this Agreement, the Work.

9. Horton shall indemnify Admaston/Bromley, its advisors, agents, appointees and employees, from and against all liability arising, and costs incurred, including legal costs, as a result of a claim or proceeding related to the Work, or this Agreement.

10. This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with laws of the Province of Ontario.

11. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNED, SEALED AND DELIVERED by the Corporation of the Township Admaston/Bromley


Per: Michael Donohue, Mayor


Per: Jennifer Charkavi, CAO/Clerk

SIGNED, SEALED AND DELIVERED by The Corporation of the Township of Horton.

Per:

Per: