



**This Amending Agreement** made in duplicate this 16<sup>th</sup> day of May, 2024,

Between:

The Corporation of the County of Essex  
Hereinafter call the "**County**"

- and -

The Corporation of the Municipality of Leamington  
Hereinafter called the "**Municipality**"

**Whereas** on or about September 3, 2008, the County and the Municipality (together, the "**Parties**") entered into an Agreement (the "**Connecting Links Agreement**") with respect to streets that are not part of the County Road System, but are extensions of, or connect roads included in the County Road System ("**Connecting Links**");

**And whereas** the Connecting Links Agreement set out the specific limits of the Connecting Links and the roles and responsibilities of each of the Parties with respect to the Connecting Links;

**And whereas** a copy of the Connecting Links Agreement is appended to this Amending Agreement as **Schedule "A"**;

**And whereas** the Parties wish to amend the boundaries of the Connecting Links within the Connecting Links Agreement, as further detailed below.

**Now therefore** this Amending Agreement witnesses that in consideration of the complete performance of each of the respective obligations of the Parties to the Connecting Links Agreement, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledges by each of the Parties hereto, the Parties agree as follows:

1. The Connecting Links Agreement be and is hereby amended as follows:

- (a) The Table on Page 2 of the Connecting Links Agreement now read as follows, with the amended section *italicized* and **bolded**:

County Road	Local Name	Location	Distance (m)	Area (m <sup>2</sup> )
CR20	Seacliff Dr	<i>West Limit Mun. No. 929 (CR33) to the East Limit of Mun. No. 230 (approx. 70m east of Fraser Road East Limit)</i>	<b>3,460.0</b>	<b>31,384.9</b>
CR33	Bevel Line Rd.	CR 20 (Seacliff Dr.) to Former Limit of Leamington	957.0	6,699.0
CR34	Talbot St.	<i>West Limit of Mun. No. 250 Talbot St. West to West Limit of Mun. No. 235 Talbot St. East</i>	<b>3,270.0</b>	<b>39,808.88</b>
CR48	Oak St	<i>East Limit of Mun. No. 256 Talbot St. West to West Limit of Erie Street</i>	<b>1,755.0</b>	<b>15,929.65</b>

- (b) The Table on Page 3 of the Connecting Links Agreement now read as follows, with the amended section *italicized* and **bolded**:

County Road	Local Name	County's Share	Municipality's Share
CR20	Seacliff Dr	<b>77.2%</b>	<b>22.8%</b>
CR33	Bevel Line Rd.	100.0%	0.0%
CR34	Talbot St	<b>57.5%</b>	<b>42.5%</b>

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CR48

Oak St

**77.1%**

**22.9%**

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2. The Parties hereby affirm the terms of the Connecting Links Agreement, as amended by this Amending Agreement, and expressly acknowledge that the Connecting Links Agreement remains in full force and effect save and except as specifically agreed by way of this Amending Agreement.
3. This Amending Agreement shall be and is governed by and construed in accordance with the laws of the Province of Ontario, and no amendment shall be made to this Amending Agreement or the underlying Connecting Links Agreement unless made in writing and executed by each of the Parties hereto.
4. The Parties expressly acknowledge and agree that they have received any and all necessary authorizations from their respective Councils to enter into this Amending Agreement, and further that they have each read and understand this Amending Agreement, and expressly agree to the terms and conditions contained herein.
5. The Parties agree that this Amending Agreement may be signed electronically and may be signed in counterparts with the same effect as if the Parties had executed the same document in person, together, at the same time.

**BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK, WITH  
EXECUTION PAGE ON FOLLOWING PAGE 4 OF 4**



The Parties hereto have each electronically executed this Amending Agreement by their respective duly authorized signing officers.

**THE CORPORATION OF THE COUNTY OF ESSEX**

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Per: Hilda MacDonald  
Title: Warden

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Per: Katherine Hebert  
Title: Deputy Clerk

We have the authority to bind the County.

**THE CORPORATION OF THE MUNICIPALITY OF LEAMINGTON**

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Per: Hilda MacDonald  
Title: Mayor

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Per: Brenda Percy  
Title: Clerk

We have the authority to bind the Municipality.

**SCHEDULE 'A'**

THIS AGREEMENT made in triplicate this 3<sup>rd</sup> day of September, 2008

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF LEAMINGTON

Hereinafter called the 'Municipality'

OF THE FIRST PART

And

THE CORPORATION OF THE COUNTY OF ESSEX

Hereinafter called the 'County'

OF THE SECOND PART

WHEREAS, certain roads in the Municipality are not parts of the County Road System but are extensions of, or connections to, roads included in the County Road System;

AND WHEREAS the County may enter into an Agreement in writing with the Municipality for the maintenance of such road, and, if it is in the public interest that such road be constructed, for the construction thereof;

AND WHEREAS within the Municipality the following streets are not part of the County Road System but are extensions of, or connect roads included in the County Road System namely:

County Road	Local Name	Location	Distance (m)	Area (m <sup>2</sup> )
CR20	Seacliff Dr	Mun. No. 71 - 432m east of CR 33 (Bevel Line Rd) (Mun. No. 929)	2,248.7	18,626.38
CR33	Bevel Line Rd.	CR 20 (Seacliff Dr.) to Former Limit of Leamington	957.0	6,699.0
CR34	Talbot St	Former West Limit of Leamington to Former East Limit of Leamington	2,703.7	33,579.6
CR48	Oak St	Former West Line of Leamington to Erie St.	765.0	7,843.3

Note: Refer to Attached Figures

THEREFORE this Agreement witnesseth that in consideration of the premises and the covenants hereinafter contained parties hereto hereby covenant and agree the one with the other as follows:

1. The Municipality will maintain and keep in a proper state of repair all necessary curbs, gutters, catch basins, combined sewers, storm sewers or drains, sidewalks, traffic signal systems, street lighting and road signing or any other special work, all of which shall be borne by the Municipality. In addition, the Municipality agrees to maintain shoulders and trim trees and bushes as required bearing all associated costs.

2. The County will maintain the pavement and roadway on the said road by performing or arranging for the performance of the following work whenever necessary or required namely:

- Spray patching, cold and hot mix patching
- Surface sealing
- Routing and sealing of cracks
- Centerline pavement marking
- Snow removal and application of chemicals and abrasives

3. The widths and areas of the pavement or roadway on the said road having been determined and mutually agreed upon, the expenditures made by the parties in fulfillment of their obligations under Paragraph 2 will be borne and paid by each of the them as follows:

County Road	Local Name	County's Share	Municipality's Share
CR20	Seacliff Dr	82.9 %	17.1%
CR33	Bevel Line Rd.	100.0 %	0.0 %
CR34	Talbot St	56.4 %	43.6 %
CR48	Oak St	68.3 %	31.7 %

4. The Municipality will maintain every culvert or bridge on, over or across the roadway on the said road passes and which is under the jurisdiction of the Council thereof and will keep the same in proper state of repair at all times.

5. The expenditures made by the Municipality in fulfillment of its obligations under Paragraph 4, exclusive of any part thereof which is incurred to provide for sidewalks or for the track allowance of a street railway, will be borne and paid 50.0% by each the County and the Municipality.

6. The Municipality will pay or be responsible for the part of the cost of maintaining every such culvert or bridge, which is incurred to provide for sidewalks or for the track allowance of a street railway.
  
7. The party doing work under this Agreement and claiming contribution from the other party will submit to the Treasurer of the other party a statement of the total expenditure and the proportion thereof claimed on or before the 15<sup>th</sup> day of each month in respect of the expenditure of the preceding calendar month, and payment of the amount owing in respect of such claim shall be made to the Treasurer of the claiming part on or before the last day of the month in which the claim was made.
  
8. The party doing work under this Agreement will furnish the Engineer for the other party with all plans, specifications, contracts, measurements and information relating to the work at all reasonable times for the purpose of inspecting the same and permit him or his agent to examine all books, accounts, records and correspondence in relation thereto.
  
9. Where in carrying out any work under Paragraph 1 or installing any utility or service on the said road it is necessary to cut through or damage the pavement or roadway thereon, the Municipality will make good the damage and restore the pavement or roadway to its original condition at its own cost and expense.



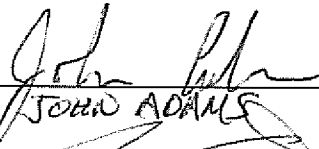
10. Where the Municipality permits any person, company or corporation to cut into or damage the pavement or roadway on the said road for the purpose of installing any utility or service or for any other purpose it will see that such person, company or corporation makes good the damage and restores the pavement or roadway to its original condition at the sole cost and expense of such person, company or corporation.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested by the hands of their respective officers duly authorized on their behalf.

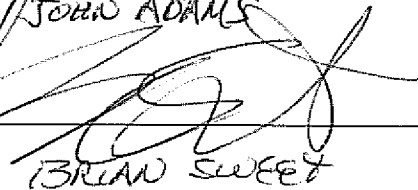
SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE  
MUNICIPALITY OF LEAMINGTON

MAYOR

  
JOHN ADAMS

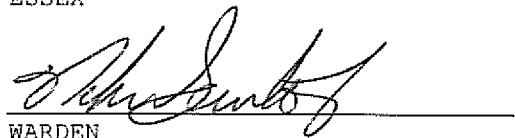

CLERK

  
BRIAN SWEET

THE CORPORATION OF THE COUNTY OF  
ESSEX

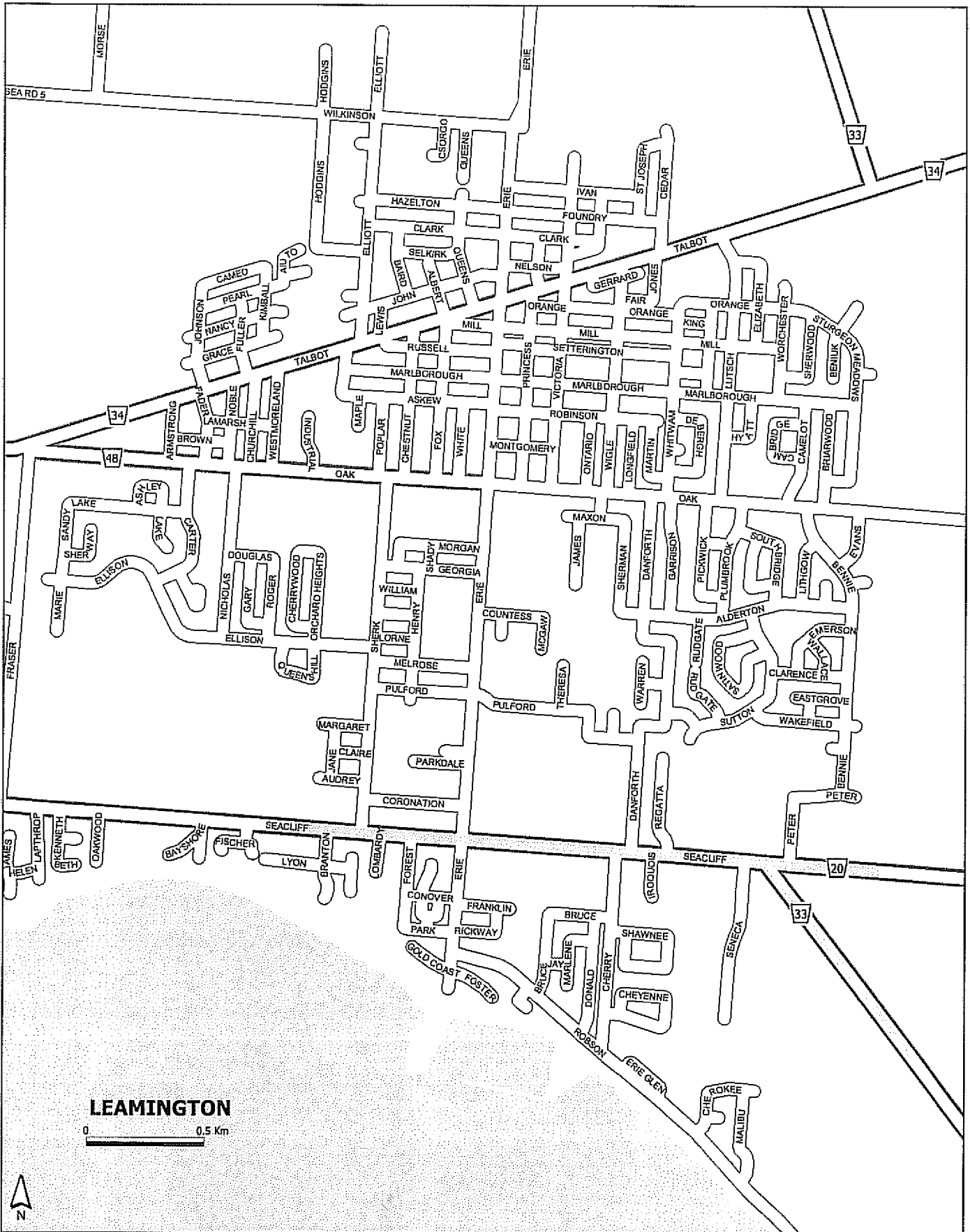
WARDEN

CLERK

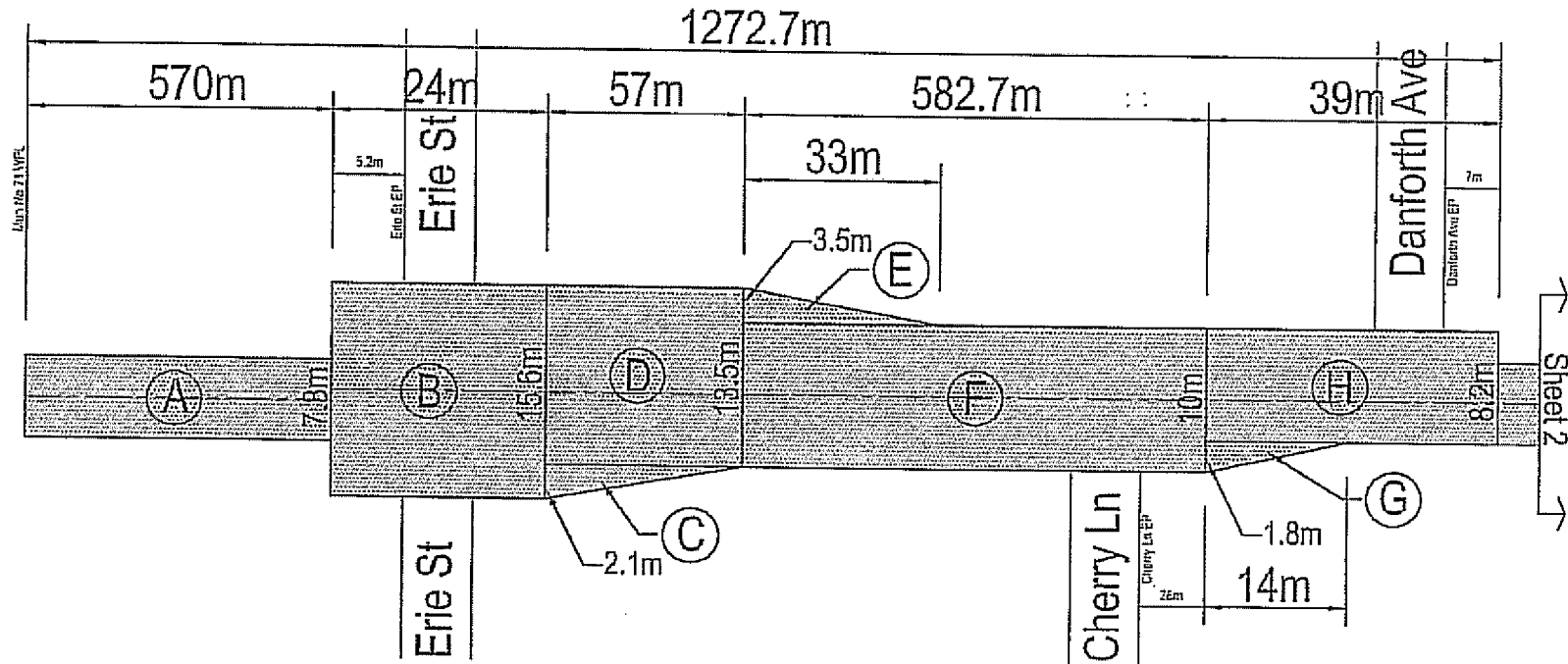


# Connecting Links Key Plan - Town of Leamington, ON



# County Road 20 (Seacliff Dr) - Leamington

Mar 2, 2007 (revised September 4, 2008)



## Area Calculations

(A)  $570\text{m} \times 7.3\text{m} = 4161\text{sm}$

(B)  $24\text{m} \times 15.6\text{m} = 374.4\text{sm}$

(C)  $57\text{m} \times 2.1\text{m} \times .5 = 59.85\text{sm}$

(D)  $57\text{m} \times 13.5\text{m} = 769.5\text{sm}$

(E)  $33\text{m} \times 3.5\text{m} \times .5 = 57.75\text{sm}$

(F)  $582.7\text{m} \times 10\text{m} = 5827\text{sm}$

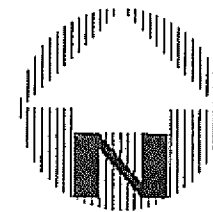
(G)  $14\text{m} \times 1.8\text{m} \times .5 = 12.6\text{sm}$

(H)  $39\text{m} \times 8.2\text{m} = 319.8\text{sm}$

Total = 11581.9sm

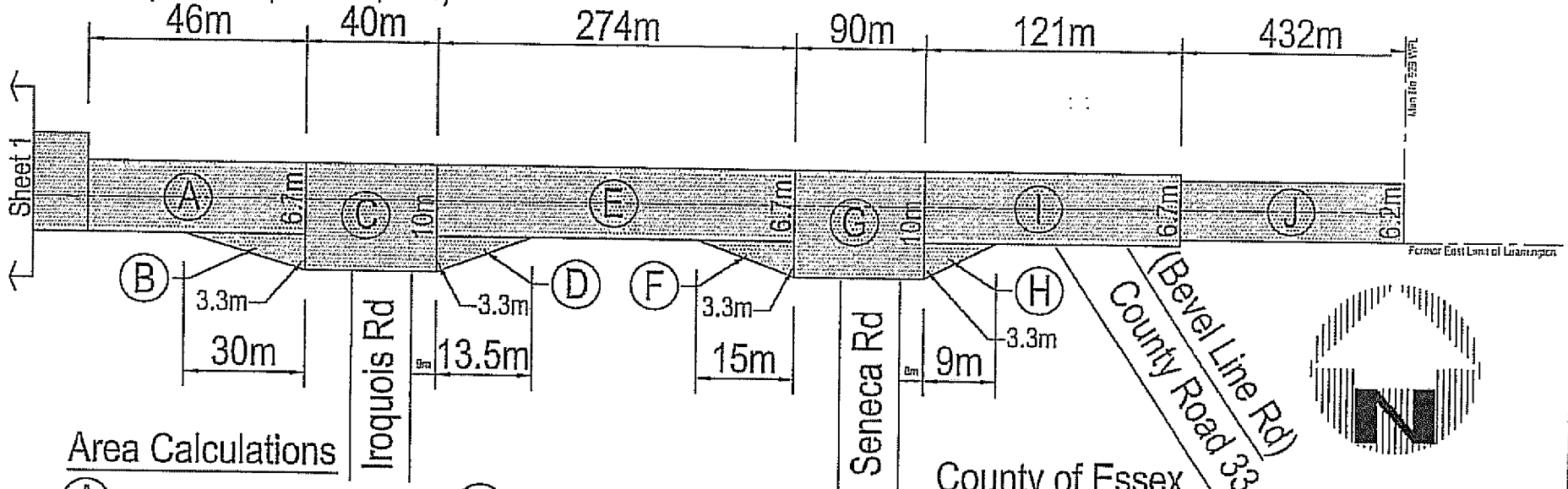
County of Essex

$1272.7\text{m} \times 7\text{m} = 8908.9\text{sm}$



# County Road 20 (Seacliff Dr) - Leamington

Mar 2, 2007 (revised September 4, 2008)



## Area Calculations

- |  |  |
|--|--|
| (A) $46\text{m} \times 6.7\text{m} = 308.2\text{sm}$             | (F) $15\text{m} \times 3.3\text{m} \times .5 = 24.75\text{sm}$ |
| (B) $30\text{m} \times 3.3\text{m} \times .5 = 49.5\text{sm}$    | (G) $90\text{m} \times 10\text{m} = 900\text{sm}$              |
| (C) $40\text{m} \times 10\text{m} = 400\text{sm}$                | (H) $9\text{m} \times 3.3\text{m} \times .5 = 14.85\text{sm}$  |
| (D) $13.5\text{m} \times 3.3\text{m} \times .5 = 22.28\text{sm}$ | (I) $121\text{m} \times 6.7\text{m} = 810.7\text{sm}$          |
| (E) $274\text{m} \times 6.7\text{m} = 1835.8\text{sm}$           | (J) $432\text{m} \times 6.2\text{m} = 2678.4\text{sm}$         |
| <u>Total = 7044.48sm</u>   |  |

## County of Essex

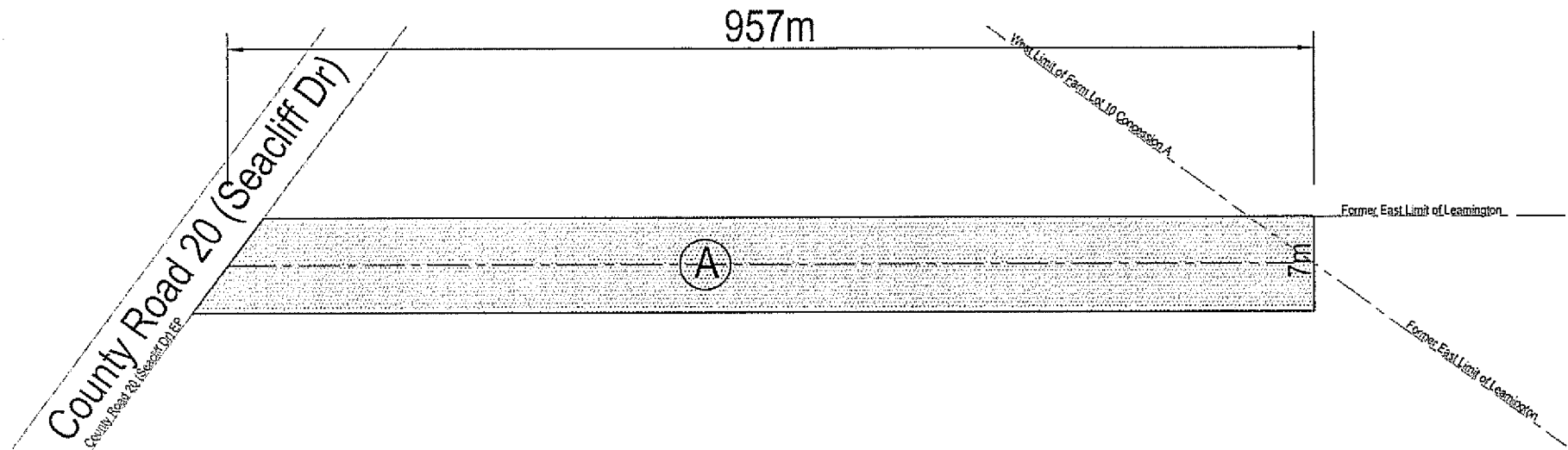
- |  |
|--|
| $46\text{m} \times 6.7\text{m} = 308.2\text{sm}$   |
| $40\text{m} \times 7\text{m} = 280\text{sm}$       |
| $274\text{m} \times 6.7\text{m} = 1835.8\text{sm}$ |
| $90\text{m} \times 7\text{m} = 630\text{sm}$       |
| $121\text{m} \times 6.7\text{m} = 810.7\text{sm}$  |
| $432\text{m} \times 6.2\text{m} = 2678.4\text{sm}$ |
| <u>Total = 6531.1sm</u>                            |

## Totals

Total Area =  $11581.9\text{sm} + 7044.48\text{sm} = 18626.38\text{sm}$   
 County of Essex =  $(8908.9\text{sm} + 6531.1\text{sm}) / 18626.38\text{sm} = 82.9\%$   
 Municipality of Leamington =  $17.1\%$

# County Road 33 (Bevel Line Rd) - Leamington

Mar 5, 2007



## Area Calculations

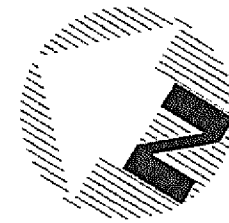
(A)  $957\text{m} \times 7\text{m} = 6699\text{sm}$

## County of Essex

100%

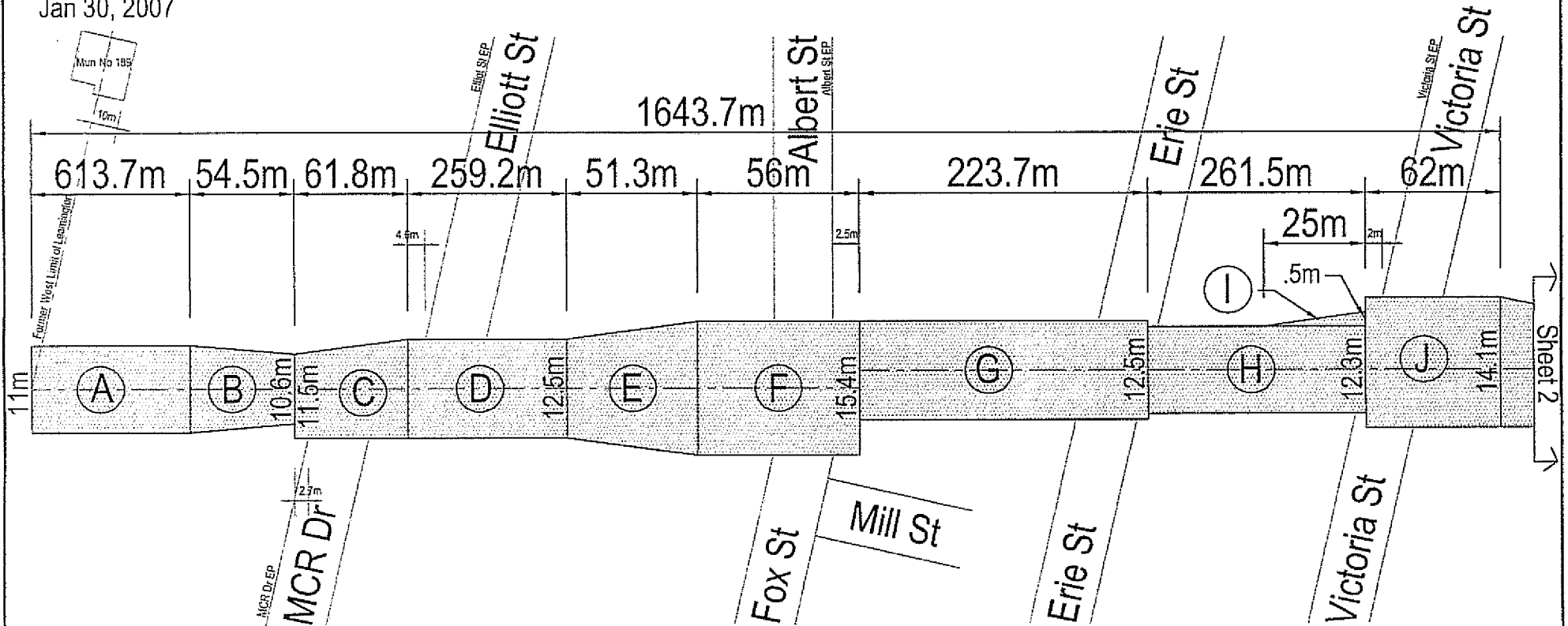
## Municipality of Leamington

0%



# County Road 34 (Talbot St) - Leamington

Jan 30, 2007



## Area Calculations

(A)  $613.7\text{m} \times 11\text{m} = 6750.7\text{sm}$

(B)  $54.5\text{m} \times (11\text{m} + 10.6\text{m}) \times .5 = 588.6\text{sm}$

(C)  $61.8\text{m} \times (11.5\text{m} + 12.5\text{m}) \times .5 = 741.6\text{sm}$

(D)  $259.2\text{m} \times 12.5\text{m} = 3240\text{sm}$

(E)  $51.3\text{m} \times (12.5\text{m} + 15.4\text{m}) \times .5 = 715.64\text{sm}$

(F)  $56\text{m} \times 15.4\text{m} = 862.4\text{sm}$

(G)  $223.7\text{m} \times 12.5\text{m} = 2796.25\text{sm}$

(H)  $261.5\text{m} \times 12.3\text{m} = 3216.45\text{sm}$

(I)  $25\text{m} \times .5\text{m} \times .5 = 6.25\text{sm}$

(J)  $62\text{m} \times 14.1\text{m} = 874.2\text{sm}$

Total = 19792.09sm

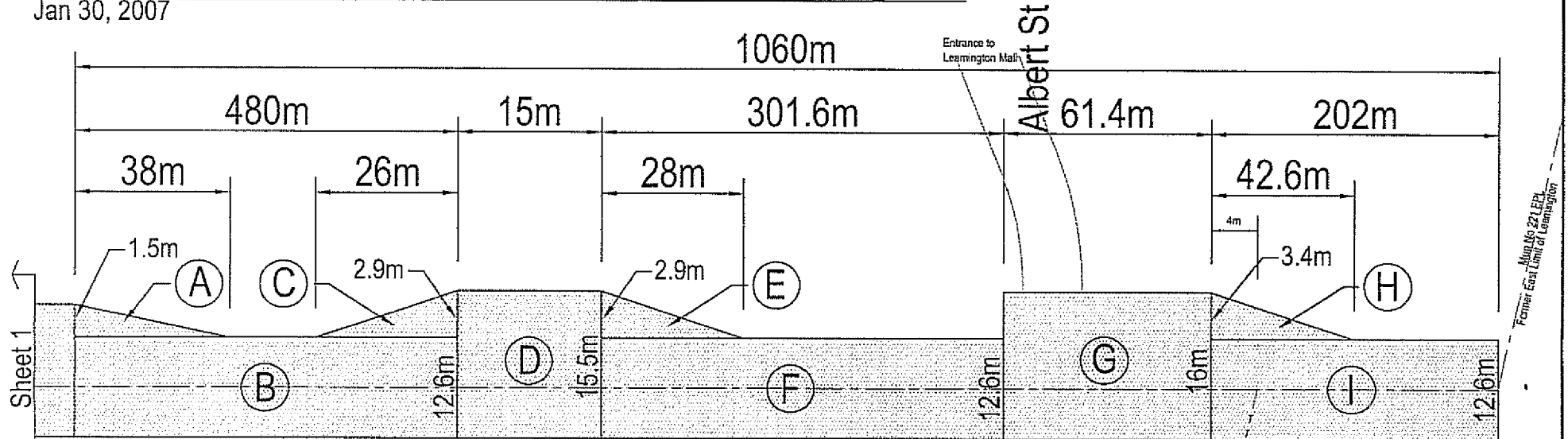
County of Essex

$1643.7\text{m} \times 7\text{m} = 11505.9\text{sm}$



# County Road 34 (Talbot St) - Leamington

Jan 30, 2007



## Area Calculations

(A)  $38\text{m} \times 1.5\text{m} \times .5 = 28.5\text{sm}$

(B)  $480\text{m} \times 12.6 = 6048\text{sm}$

(C)  $26\text{m} \times 2.9\text{m} \times .5 = 37.7\text{sm}$

(D)  $15\text{m} \times 15.5\text{m} = 232.5\text{sm}$

(E)  $28\text{m} \times 2.9\text{m} \times .5 = 40.6\text{sm}$

(F)  $301.6\text{m} \times 12.6\text{m} = 3800.16\text{sm}$

(G)  $61.4\text{m} \times 16\text{m} = 982.4\text{sm}$

(H)  $42.6\text{m} \times 3.4\text{m} \times .5 = 72.42\text{sm}$

(I)  $202\text{m} \times 12.6\text{m} = 2545.2\text{sm}$

**Total = 13787.48sm**

Lutsch Ave  
74m

County of Essex

$1060\text{m} \times 7\text{m} = 7420\text{sm}$



## Totals

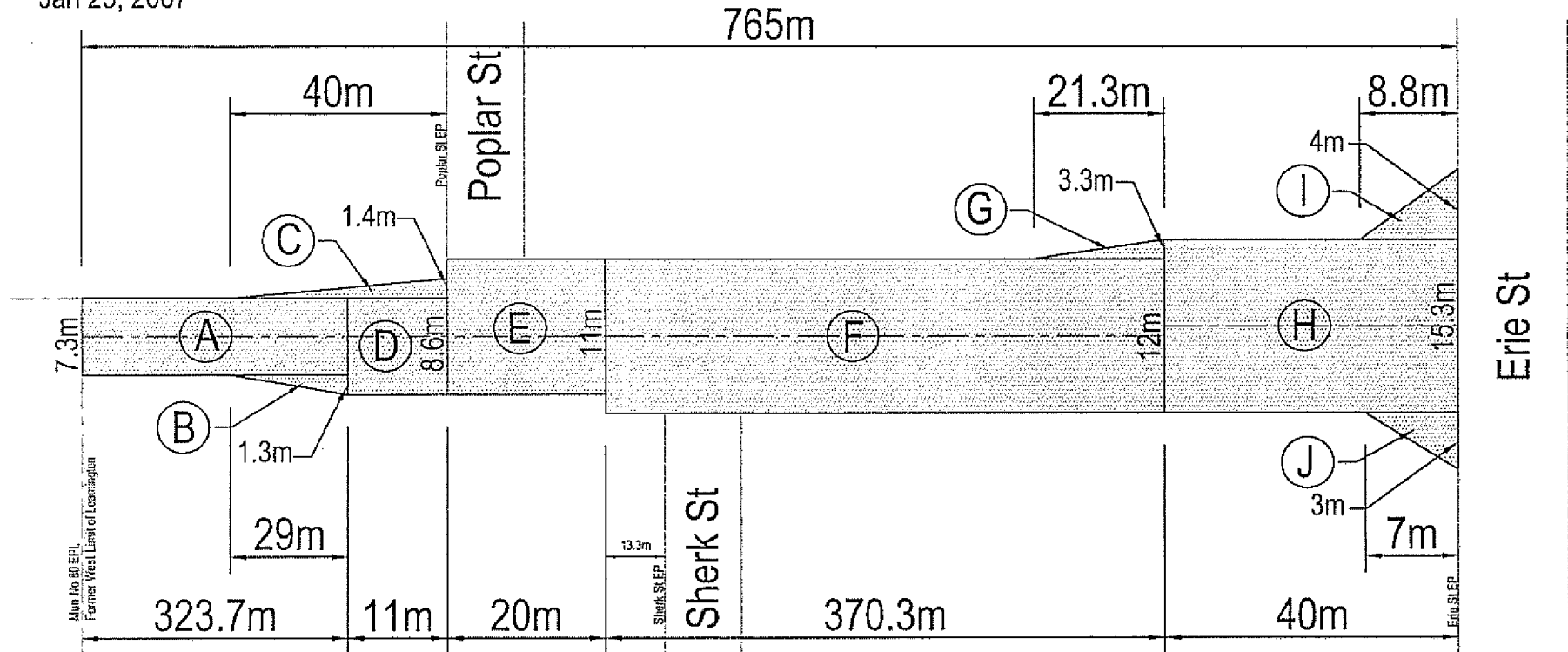
Total Area =  $19792.09\text{sm} + 13787.48\text{sm} = 33579.57\text{sm}$

County of Essex =  $(11505.9\text{sm} + 7420\text{sm}) / 33579.57\text{sm} = 56.4\%$

Municipality of Leamington =  $43.6\%$

# County Road 48 (Oak St) - Leamington

Jan 25, 2007



## Area Calculations

- |   |   |
|---|---|
| (A) $323.7m \times 7.3m = 2363.01sm$      | (F) $370.3m \times 12m = 4443.6sm$          |
| (B) $29m \times 1.3m \times .5 = 18.85sm$ | (G) $21.3m \times 3.3m \times .5 = 35.15sm$ |
| (C) $40m \times 1.4m \times .5 = 28sm$    | (H) $40m \times 15.3m = 612sm$              |
| (D) $11m \times 8.6m = 94.6sm$            | (I) $8.8m \times 4m \times .5 = 17.6sm$     |
| (E) $20m \times 11m = 220sm$              | (J) $7m \times 3m \times .5 = 10.5sm$       |
| <b>Total = 7843.31sm</b>                  |   |

## County of Essex

$765m \times 7m = 5355sm$   
 $5355sm / 7843.31sm = 68.3\%$

## Municipality of Leamington

31.7%

