

Report TR-TAPS-24-15

To: Chair Barfoot and Members of the Transportation and Public Safety Committee
From: M.J. Kelly, Director of Transportation Services
Meeting Date: March 19, 2015
Subject: Agreement for County Works on Private Property – Grey Road 119
Status: Recommendation adopted by Committee as presented per Resolution TAPS50-15; Endorsed by County Council April 7, 2015 per Resolution CC58-15;

Recommendation(s)

WHEREAS Grey County will be completing tender RFT-TS-16-15 for Reconstruction of Grey Road 119 beginning as early as May 1, 2015;

AND WHEREAS Grey County intends to complete required tree removal work by in house staff prior to May 1, 2015;

AND WHEREAS the County of Grey and Blue Mountain Resorts are currently in the process of completing a land exchange agreement that will be finalized after May 1, 2015;

AND WHEREAS the land, at the time of tree cutting by Grey County staff, will be owned by Blue Mountain Resorts;

NOW THEREFORE BE IT RESOLVED THAT Report TR-TAPS-24-15 be received;

AND That the Warden and Clerk be authorized to execute the Agreement for County Works on Private Property between the Corporation of the County of Grey and Blue Mountain Resorts which will permit Grey County staff to remove the trees before the Contractor completing the Grey Road 119 project is on site.

Background

Grey County Road 119 reconstruction (RFT-TS-16-15) includes a curve correction that requires the acquisition of land currently owned by Blue Mountain Resorts. Both parties (Grey County and Blue Mountain Resorts) are working on a land exchange as Grey County currently owns a section of right of way beyond the typical 30 metre width that would benefit the Blue Mountain Resorts.

Grey County wishes to complete tree removal in April 2015, using its staff, on the Blue Mountain Resort property to be transferred to Grey County to accommodate the curve widening. It is not expected that the land transfer will be completed until after April 2015, and as a result an agreement for county works on private property is required. It is necessary for the trees to be cut prior to the start of the Grey Road 119 contract to avoid Occupational Health and Safety (constructor) with the County and the Contractor as well as environmental concerns.

The proposed agreement has been reviewed and approved by the Clerk's Department.

Financial / Staffing / Legal / Information Technology

Considerations

Costs will be incurred for tree removal by Grey County staff but no additional costs will be created by this agreement. There are adequate funds included in the budget for this work.

If Grey County is removing the trees when the Contractor is on site the County may be deemed the Constructor and responsible for the Contractors Occupational Health and Safety.

Considering the Migratory Bird Act it is less risk for the trees to be removed in April by County staff before the leaves are on the trees.

Link to Strategic Goals / Priorities

Not Applicable.

Attachments

[Draft Agreement for County Works on Private Property - Grey Road 119 Blue Mountain Resorts](#)

Respectfully submitted by,

M.J. Kelly
Director of Transportation Services

THIS AGREEMENT made this _____ day of _____, 20__.

BETWEEN:

Hereinafter referred to as "Owner(s)"

– and –

THE CORPORATION OF GREY COUNTY

Hereinafter referred to as the "County"

WHEREAS:

- a. The Owner(s) is the registered and beneficial Owner(s) of lands legally described as:
CON2N PT LOT 15 AND RP; 16R2324 PARTS 1 TO 4 (called the "Owner's Lands")
area shown as Part 1 on the unregistered Plan of Survey of Part of Lot 15 Concession 2,
Former Township of Collingwood, Town of the Blue Mountains, County of Grey;
- b. The County and the Owner plan to exchange a parcel of County property in exchange
for the Owner's Lands, to be used as road widening for the Grey Road 119
reconstruction and hot mix paving contract;
- c. Grey County Tender RFT-TS-16-15, a tender to reconstruct a portion of Grey Road 119
in the vicinity of the Owner's Lands, may begin as early as May 4, 2015 and therefore
the County is required to clear the trees prior to May 4, 2015 to allow the planned work
to proceed;
- d. County staff will be completing the required tree clearing on the Owner's Lands
described in Schedule "A" (called the "County's Work") on the conditions set out in this
agreement;
- e. The Owner(s) agrees that the County to complete the County's Work and is prepared to
accept the conditions set out in this agreement;
- f. The County's Work will be performed by County staff.

NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT in consideration of the mutual
covenants and agreements herein and subject to the terms and conditions set out in this
Agreement, the parties agree as follows:

1. The Owner(s) grants to the County a license to enter the Owner's Lands together with
such machinery, vehicles, equipment and materials as the County considers necessary
or advisable and to complete the County's Work as planned and as described in
Schedule "A", attached hereto.
2. The County shall complete the County's Work as soon as reasonably possible without
charge to the Owner(s). The County's Work is anticipated to be completed May 1, 2015
(the "Completion Date") but the Owner(s) acknowledge(s) that numerous factors
influence the ability of the County to complete the County's Work on the anticipated
Completion Date and agree(s) that the license hereby granted extends until the County's
Work is completed and any follow-up inspections are done.

3. The Owner(s) also hereby consent(s) to the Work being done on the Owner's Lands and acknowledge(s) that the County's Work will be completed by the County in a workmanlike fashion to the County's satisfaction.
4. The Owner(s) agrees not to disturb, alter or remove the Work, without the County's written permission.
5. The Owner(s) represent(s) and warrant(s) that the Owner(s) is/are all the registered and beneficial Owner(s) of the Property and agree(s) to indemnify and hold the County harmless against any claim by any other person that they are an Owner(s) of the Property.
6. **Heirs, Successors, Assigns.** This Agreement shall ensure to the benefit of and be binding on the respective heirs, executors, administrators and permitted assigns of each of the parties.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the tree clearing and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the tree clearing except as provided in this Agreement and the attached Schedules.

IN WITNESS WHEREOF the parties have set their hands and seals.

THE CORPORATION OF THE COUNTY OF GREY:

WARDEN, COUNTY OF GREY

SHARON VOKES, CLERK, COUNTY OF GREY

We, together, have the authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED

In the presence of:

WITNESS

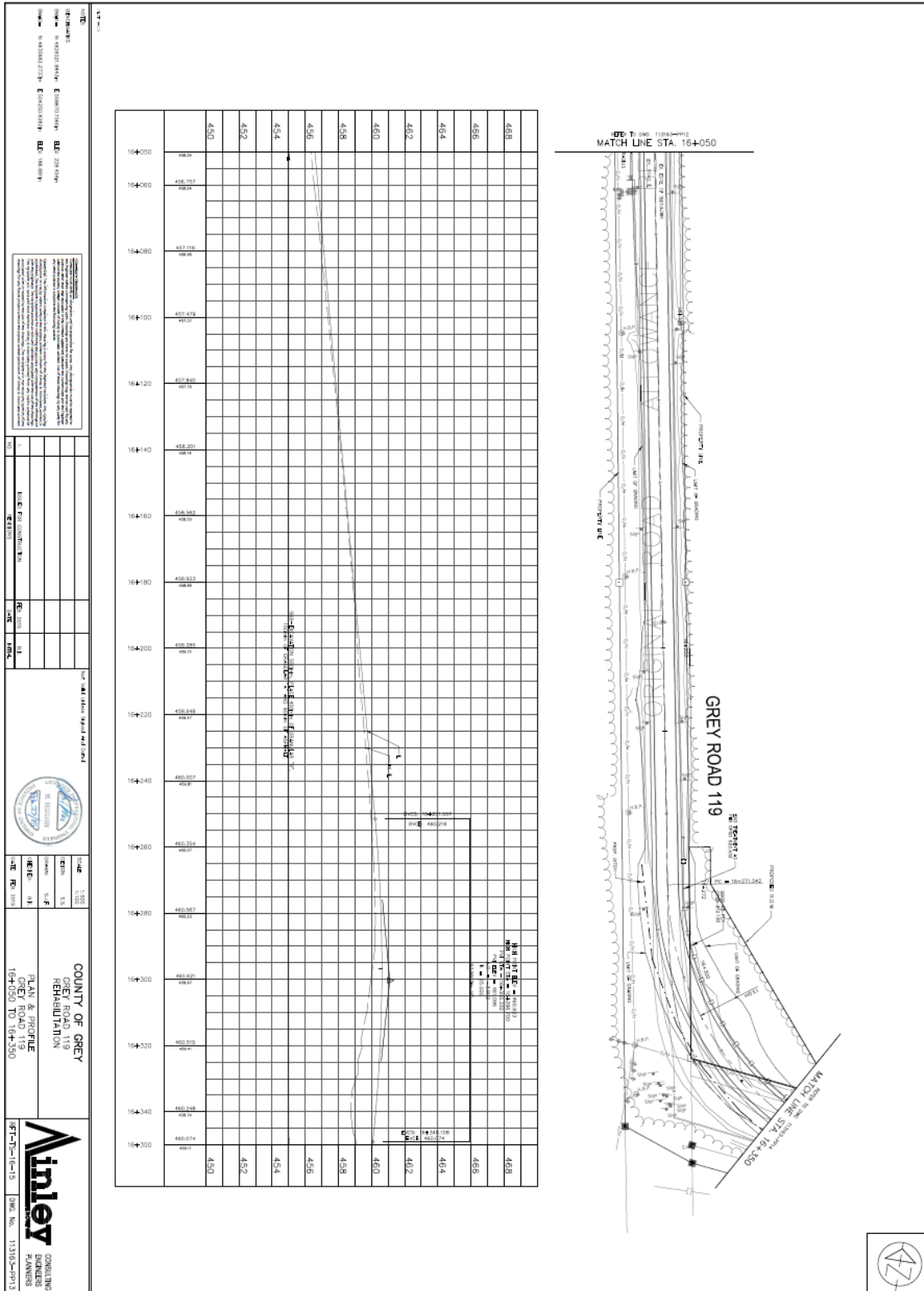
OWNER(S)

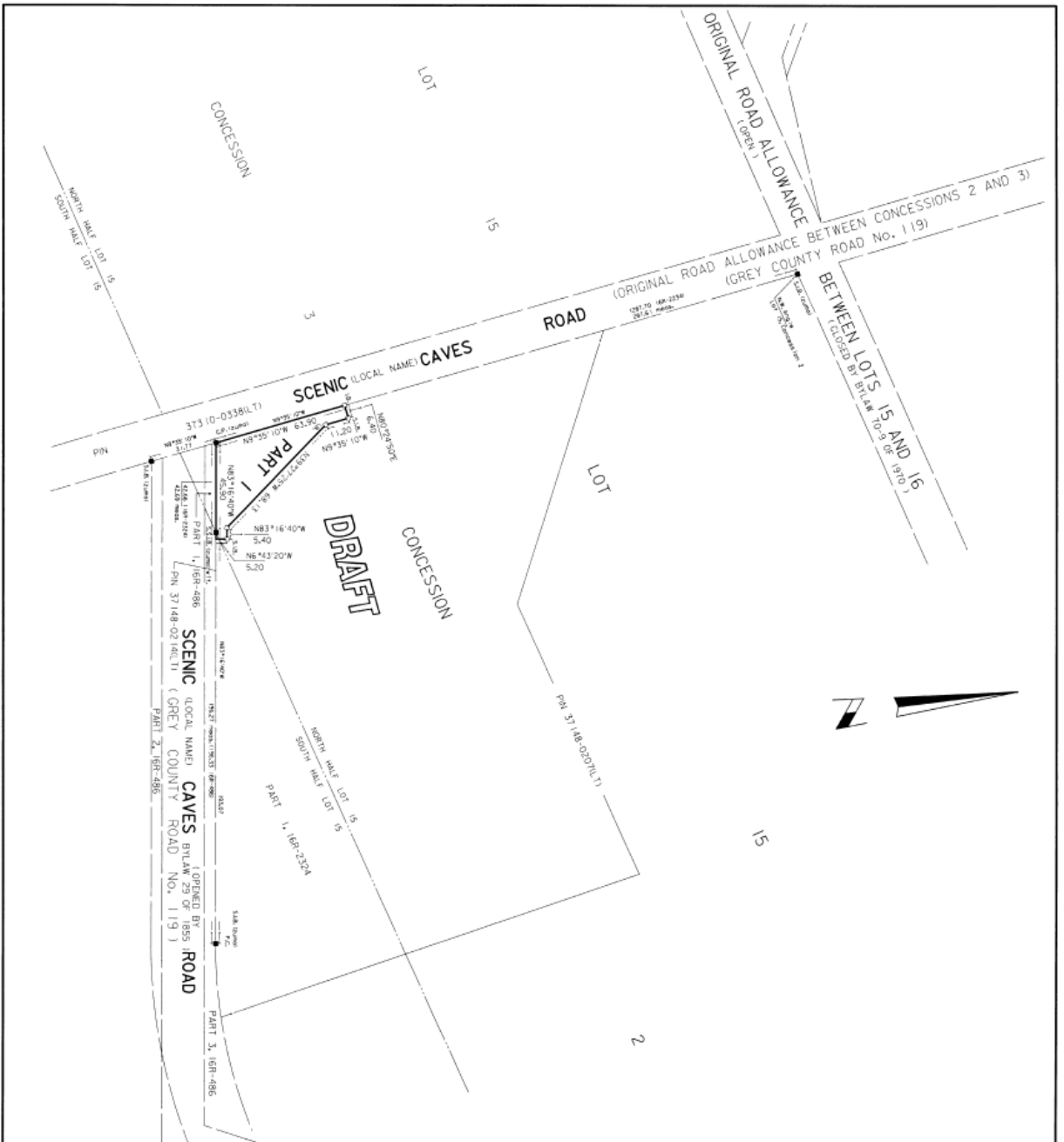
WITNESS

OWNER(S)

SCHEDULE "A" Description of the County's Work

The County of Grey will be completing tree clearing on a 1,456 m² parcel of land shown on the unregistered plan as Part 1.





I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT		PLAN 16R-	
RECEIVED AND DEPOSITED		DATE _____	
DRAFT REPRESENTATIVE FOR LAND REGISTAR FOR THE LAND TITLES DIVISION OF GREY (NO. 16)		PAUL R. THOMSEN	
		PART 1 ON THIS PLAN COMPRESSES PART OF PN 37148-02(01/11) PART 2 PN 37148-02(01/11)	

PLAN OF SURVEY OF PART OF LOT 15 CONCESSION 2 TOWN OF THE BLUE MOUNTAINS COUNTY OF GREY
 (FORMERLY TOWNSHIP OF COLLEENWOOD)



NOTES:

- DISTANCES AND COORDINATES ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY MULTIPLYING BY 3.28084.
- BEARINGS ARE UTM GRID BEARINGS FROM THE 1983 CANADIAN DATUM (NAD 83) AND BY REAL-TIME NETWORK OBSERVATIONS (UTM ZONE 17N) AS OF 1997.
- FOR MEASUREMENTS, A ROTATION OF 0.9487-COUNTER-CLOCKWISE WAS APPLIED TO THE BEARINGS ON PLAN 16R-486 & 16R-2324 TO CONVERT TO UTM BEARINGS.
- DISTANCES ON THIS PLAN ARE HORIZONTAL, GROUND DISTANCES AND CAN BE CONVERTED TO GROUND DISTANCES BY MULTIPLYING BY THE CORNER SCALE FACTOR OF 0.99984.
- DENOTES SET
 - DENOTES FOUND
 - S&A DENOTES STANDARD IRON BAR
 - S&A DENOTES IRON BAR
 - S&A DENOTES IRON ROD
 - C&C DENOTES CUT CROSS
 - C&C DENOTES CONCRETE PN
 - WIT DENOTES WITNESS
 - W&M DENOTES WITNESS
 - W&M DENOTES POINT OF CURVATURE
 - N&E DENOTES NORTH, SOUTH, EAST, WEST

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON THE 13TH DAY OF FEBRUARY 2015.

DRAFT
 O.L.S.

FEBRUARY 2015
 PAUL R. THOMSEN
 ONTARIO LAND SURVEYOR
 COLLEENWOOD

DISTINGUISHED REFERENCE POINTS IN UTM ZONE 17N, NAD83 (GCS1983) COORDINATES TO NAD83, ACCURACY PER SEC. 1/20 OF 0.161/10.	
POINT ID	EASTING
A	492576.50
B	576006.15
COORDINATES CANNOT BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN	
ZUBER EWO PATTEN & THOMSEN ONTARIO LAND SURVEYORS 39 STEWART ROAD COLLEENWOOD, ONTARIO L7Y 4M7 L 1 N 1 T E O PHONE: (709) 445-4910 FAX: (709) 445-5866	
JOB NO. 2014-05-1 SURVEY FOR GREY COUNTY	
30% SCALE DRAWN BY THOMSEN, 80% & 20% BY ZUBER	