

To:	Warden Halliday and Members of Grey County Council
Committee Date:	May 10, 2018
Subject / Report No:	TR-CW-28-18
Title:	Grey Road 17 Road Widening Acquisitions
Prepared by:	Matt Marck, Engineering Manager
Reviewed by:	Pat Hoy, Director of Transportation Services
Lower Tier(s) Affected:	Township of Georgian Bluffs
Status:	Recommendation adopted by the Committee of the Whole as presented per Resolution CW125-18; Endorsed by County Council on May 24, 2018.

Recommendation

1. That Report TR-CW-28-18 be received and that the County of Grey enter into Road Widening Acquisition Agreements to acquire properties for Grey Road 17 road widening and construction identified as:

Part 1 of Lot 21 Concession 20 Township of Georgian Bluffs (in the former geographic Township of Keppel) Reference Plan 16R-10973 and

Parts 2, 3 and 5 of Lot 21 Concession 19 Township of Georgian Bluffs (in the former geographic Township of Keppel) Reference Plan 16R-10973 and

Parts 13, 15, 17 and 19 of Lot 22 Concession 19 Township of Georgian Bluffs (in the former geographic Township of Keppel) Reference Plan 16R-10973.

Executive Summary

Property is required from three landowners on Grey Road 17 to accommodate road widening for construction.

Background and Discussion

In the planning and design phase for the reconstruction/rehabilitation of the portion of Grey Road 17 from Highway 6 easterly to Wolseley, it was discovered that a portion of Grey Road 17 towards the east end of the project was not in fact located within the legally defined road right-of-way. To both accommodate improvements to the horizontal alignment of Grey Road 17 at that location, and to realign/widen the right-of-way to properly encompass the road, property acquisition from three landowners is required.

A legal survey and land plan was ordered to identify land required to properly accommodate the road and associated right-of-way. Through this process, three properties were identified as being impacted by the misaligned right-of-way and/or proposed alignment and construction.

Utilizing the corporate policy and procedure for the acquisition of land, negotiations were initiated with the three impacted landowners and agreements were drafted and forwarded to the landowners for signature.

In the case of Property 3, the realignment of the right-of-way resulted in land surplus to the County (shown in green on Property 3 figure), which was offered as a trade to the landowner. The land owner declined.

Legal and Legislated Requirements

The property transfers and associated land plans will be deposited at the Registry Office.

The agreements follow the County's standard land acquisition agreement and policy.

Financial and Resource Implications

As per the Acquisition of Land Procedure, the attached property requirements amount to a total of \$23,357.10 for the required property.

The cost for the legal survey was \$9,667.20 net HST.

Legal fees for the transfers are estimated to be \$9,158.40 net HST.

The anticipated total cost is expected to be approximately \$42,182.70.

The funding will come from Transportation Services' Land Acquisition Budget.

Relevant Consultation

Internal

Grey County Committee of the Whole by way of this Report
Clerks Department

External

Property 1 Owners
Property 2 Owners
Property 3 Owners

Appendices and Attachments

Location Map

Property 1 Reference Plan 16R-10973

Property 2 Reference Plan 16R-10973

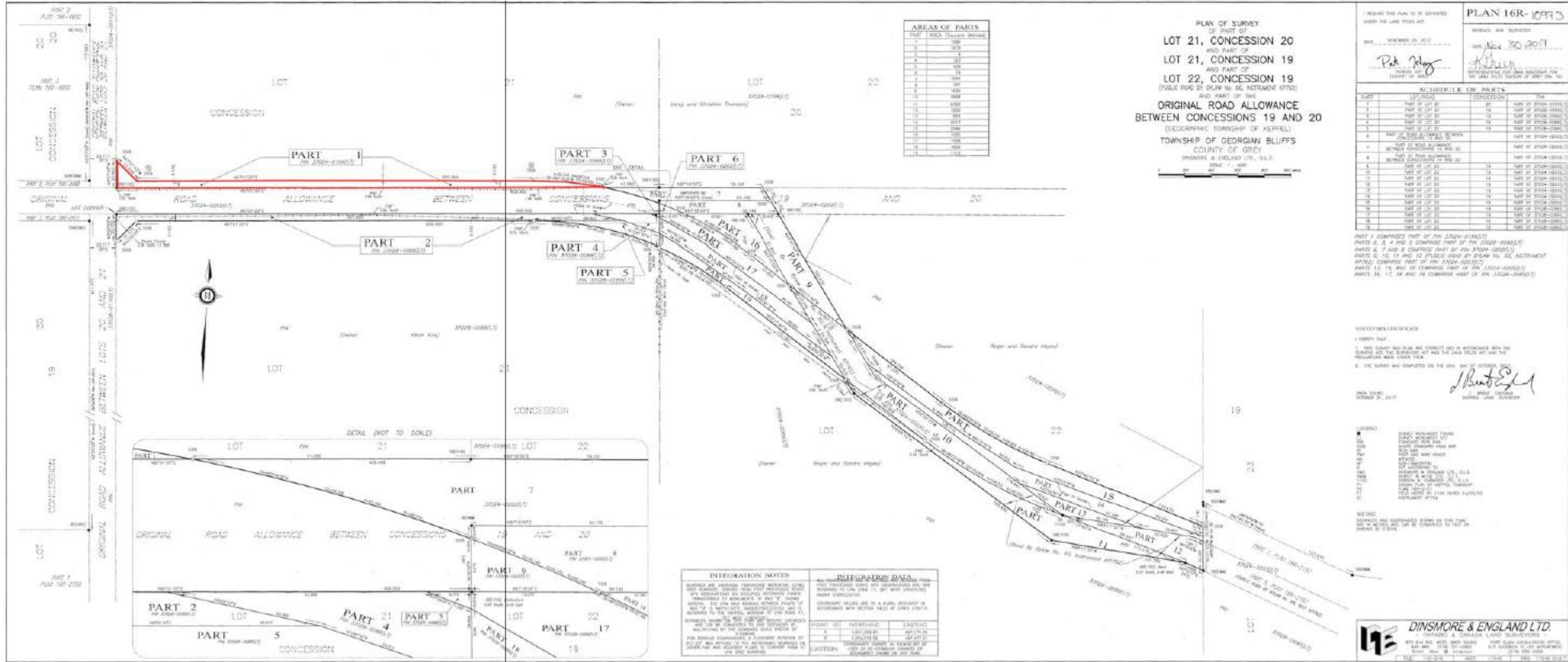
Property 3 Reference Plan 16R-10973

Road Widening Agreement to Purchase

Location Map

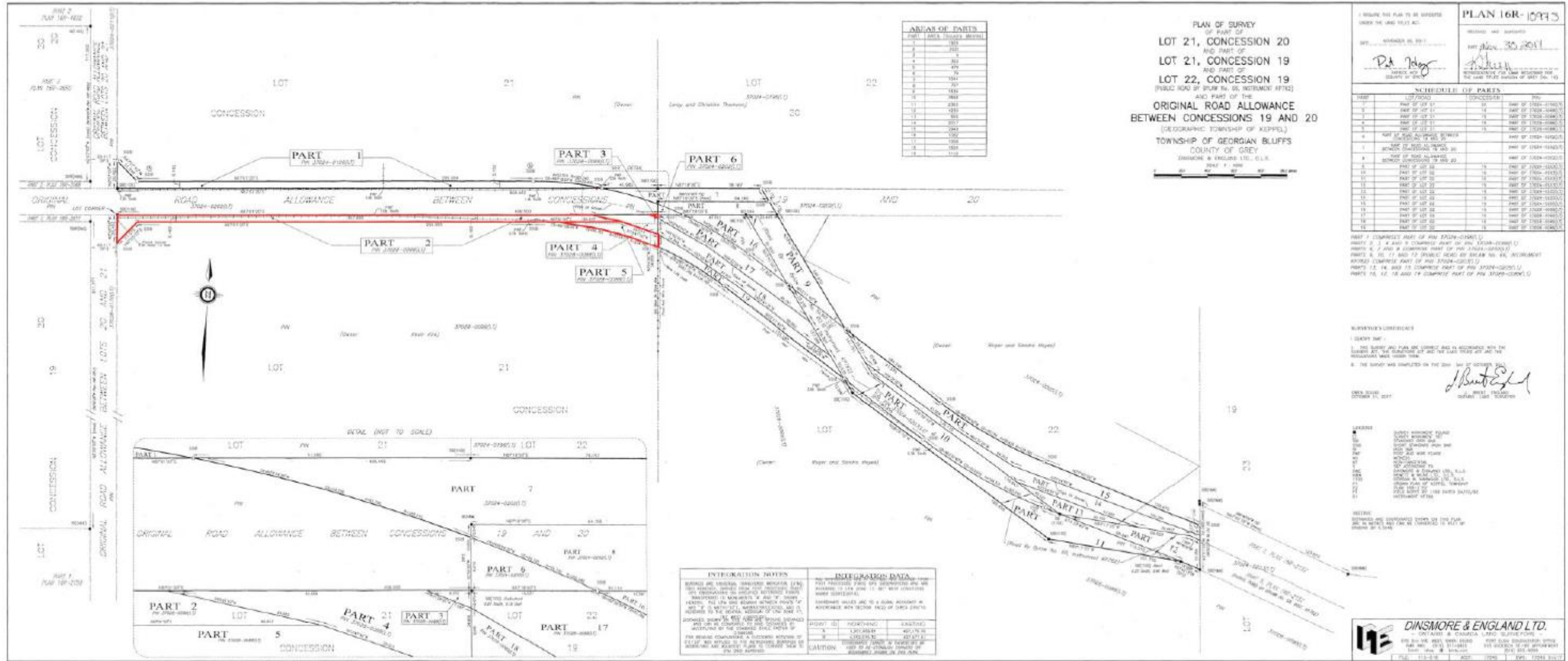


Property 1 Reference Plan 16R-10973



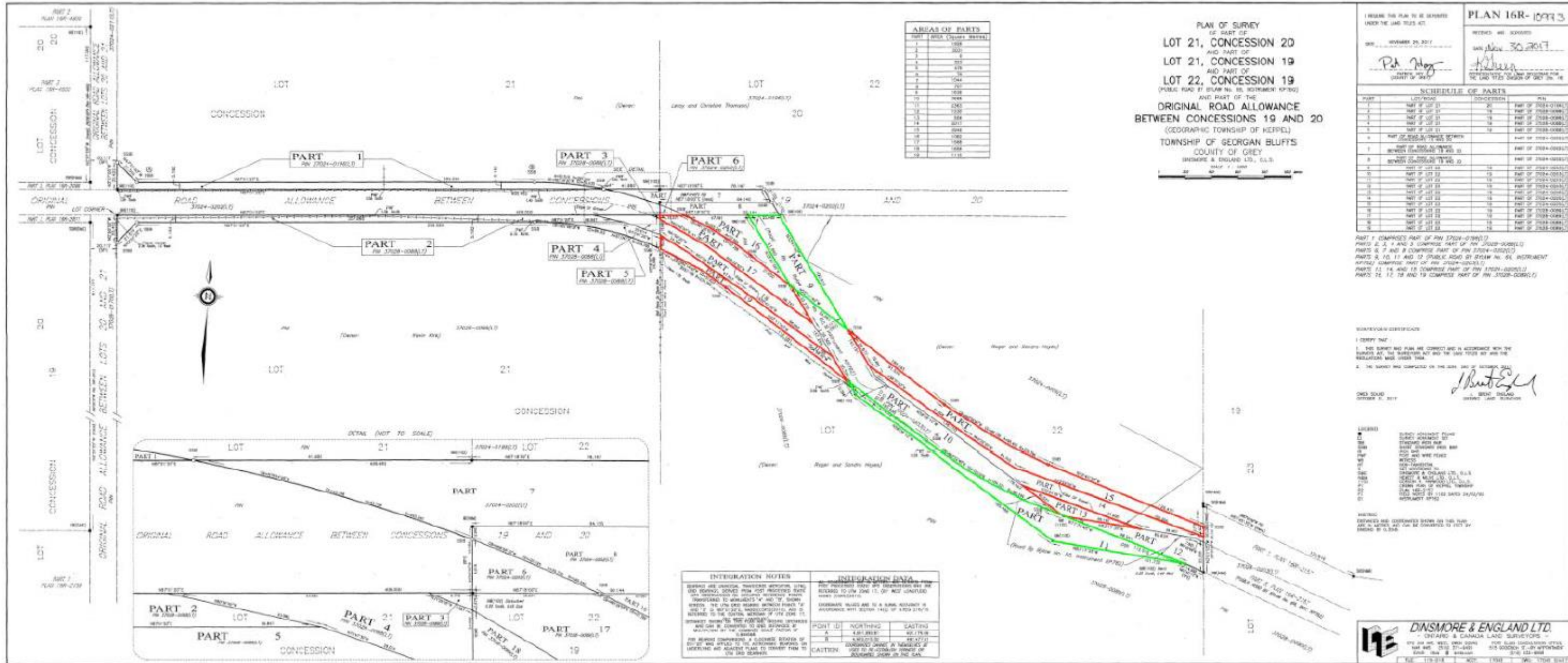
Note: The area of the Requirement has been outlined in red.

Property 2 Reference Plan 16R-10973



Note: The area of the Requirement has been outlined in red.

Property 3 Reference Plan 16R-10973



Note: The area of the Requirement has been outlined in red. The area of the potential Conveyance has been outlined in green.

This Agreement

made in duplicate this _____ day of _____, 20____

between:

The Corporation of the County of Grey

(herein called the "County")

- and-

(herein called the "Owner")

WHEREAS the Owner owns a parcel of land situated in the Municipality/Township of _____ in the County of Grey; adjacent to County Road _____.

AND WHEREAS the County wants to purchase and the Owner is agreeable to sell part of the land for road widening purposes.

The Owner and the County agree that in consideration of the rounded sum of \$____, which includes compensation for a daylight corner of \$____, a fence allowance of \$____ for ____ metres of fencing and a tree compensation of \$____ which is calculated on the following basis:

The Owner agrees to sell to the County, a parcel of land for \$ _____ per hectare as appraised, approximately ____ metres in width extending along the ____ limit of the Owner's land, a distance of approximately ____ metres, including a daylight corner with a total area of _____ metres squared and equaling _____ hectares and being legally described as Part ____ of Lot ____, Concession ____, Municipality/Township of _____ (in the former geographic Township of _____), in the County of Grey depicted as Part(s) _____ on Reference Plan No. _____ (the "purchased parcel"). Daylight corners are determined by a flat rate of \$____ and fencing is calculated by \$____ per metre, tree compensation as negotiated.

Additional Details: (None) In addition to the purchased parcel, the Owner agrees to sell and County agrees to purchase land that may be required for back slopes at hill cuts or where deep fills are required and to pay \$ ____ per hectare for any additional such land (the "additional land").

The Owner agrees to provide the County with a valid transfer/deed of land conveying unencumbered title to, and releasing all claims in respect of, the purchased parcel and the additional lands. The transfer/deed of land shall be prepared at the expense of the County by its lawyers.

The Owner shall obtain release of any existing mortgage or other encumbrance on the purchased parcel and additional lands. The Owner represents that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the Owner's spouse has executed the consent below. The Owner represents that the Owner is not a non-resident of Canada within the meaning of the *Income Tax Act*.

The obligation of the County to complete the transaction contemplated by this agreement shall be conditional upon County Council passing a motion approving the acquisition of the subject lands. Upon the transfer of land being finalized the County shall be at liberty to enter upon the purchased parcel, remove and erect fencing, and commence road construction.

The transaction shall be completed on or before a date specified by the County by notice sent to the Owner not less than 30 days prior to the specified completion date.

If this transaction is subject to Harmonized Sales Tax such tax shall be included in the purchase price.

The heirs, executors, administrators, successors in title and assigns of the Owner are bound by the terms of this agreement.

In witness, the parties have signed, sealed and delivered this agreement.

The Corporation of the County of Grey

(seal)

Warden

Clerk Heather Morrison

Owner

_____ (seal)
Witness

Owner

_____ (seal)
Witness

The undersigned Spouse of the Owner consents to the disposition agreed to herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agree with the County that he or she will execute all necessary documents to complete the sale.

Spouse of Owner (if not property owner)

_____ (seal)
Witness

Name of Owner(s) of Property

Address:

Telephone Number: