

<b>To:</b>	Warden McQueen and Members of Grey County Council
<b>Committee Date:</b>	December 12, 2020
<b>Subject / Report No:</b>	TR-CW-01-20
<b>Title:</b>	Road Widening Acquisition Grey Road 5 – PIN 37079-0278 (LT)
<b>Prepared by:</b>	Lacey Thompson, Contract and Real Estate Coordinator
<b>Reviewed by:</b>	Pat Hoy, Director of Transportation Services
<b>Lower Tier(s) Affected:</b>	Township of Georgian Bluffs
<b>Status:</b>	Recommendation adopted by Committee as presented per Resolution CW03-20; Endorsed by County Council January 9, 2020 per Resolution CC13-20;

## Recommendation

1. **That Report TR-CW-01-20 regarding the acquisition of road widening be received and that the property identified as Part of Lot 85 – 87 Plan 117 Derby; Part Unnamed Street Plan 117 Derby, Part of Lot 9 Concession 7 Derby, Part of Lot 11 16R-220 Except R162394; Geographic Township of Derby, Township of Georgian Bluffs, County of Grey be acquired for road widening purposes.**

## Executive Summary

PIN 37079-0278 is a piece of road widening which abuts Grey Road 5. Grey County is completing this report to acquire and join PIN 37079-0278 to Grey Road 5.

## Background and Discussion

Barry's Construction and Insulation Ltd. owns a parcel of road widening along Grey Road 5. The property in question is known as Part of Lot 85-87 Plan 117 Derby; Part Unnamed Street Plan 117 Derby, Part of Lot 9 Concession 7 Derby, Part of Lot 11 16R-220 Except R162394, Township of Georgian Bluffs, County of Grey.

The parcel of road widening was separated from the abutting land in 1975 when the owner at that time transferred the abutting land to a subsequent owner save and except the road widening parcel, being Part 11 16R-220, which was exempt from the transfer of

those lands.

Part of the road widening parcel, being Part of Part 11 16R-220, was subsequently transferred to the County of Grey in 1976. The remainder of the road widening parcel erroneously remained in the name of the previous owner.

The abutting lands were recently acquired by Barry's Construction and Insulation Ltd. and are now subject to a development application. Barry's Construction and Insulation Ltd. also acquired the road widening parcel through a Court Vesting Order.

If the road widening parcel had been properly transferred along with the abutting land in 1975 the whole property owned by Barry's Construction and Insulation Ltd. would have been subject to the proposed plan of subdivision application and the road widening parcel would have been acquired as a condition of the subdivision approval. A separate report (Addendum to PDR-CW-38-18) is also on the County Committee of the Whole agenda with respect to a related matter regarding the proposed plan of subdivision.

The acquisition of this parcel will bring the County one step closer to achieving a 30.5 metre (100 foot) right-of-way width in this area of Grey Road 5, which supports the County's long-term goal in accordance with the Transportation Master Plan.

## Legal and Legislated Requirements

The property transfer will be registered on title to the lands in the local Land Registry Office (Grey No. 16).

The agreement follows the County's standard road widening acquisition agreement.

## Financial and Resource Implications

The cost of the legal transfer will be covered by the owner of the abutting land, which is subject of the development application 42T-2018-11.

## Relevant Consultation

- Internal  
Planning Department, Transportation Engineering Staff
- External  
Property Owners of PIN 37079-0278

## Appendices and Attachments

Location Map  
Grey Road 5 Road Widening Acquisition Agreement

Location Map



# Grey Road 5 Road Widening Acquisition Agreement

made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

between:

**The Corporation of the County of Grey**

(herein called the "County")

- and-

**Barry's Construction and Insulation Ltd.**

(herein called the "Owner")

**WHEREAS** the Owner owns a parcel of land situated in the Township of Georgian Bluffs in the County of Grey; adjacent to County Road 5.

**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 **\$2.00**, paid by the County to the Owners, receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, agree as follows:

The Owner agrees to transfer to the County, a parcel of land legally described as Part of Lot 85 - 87 Plan 117 Derby; Part Unnamed Street Plan 117 Derby, Part of Lot 9 Concession 7 Derby, Part 11 16R-220 Except R162394, Township of Georgian Bluffs (in the former geographic Township of Derby), in the County of Grey (the "Purchased Parcel").

Additional Details: None

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. The Transfer/Deed of Land shall be prepared at the expense of the Owner 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 (Ontario), 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 Purchased Parcel.

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) \_\_\_\_\_  
Paul McQueen, Warden

\_\_\_\_\_  
Heather Morrison, Clerk

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness (seal)

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness (seal)

The undersigned Spouse of the Owner consents to the disposition agreed to herein pursuant to the provisions of the Family Law Act (Ontario), 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)

\_\_\_\_\_  
Witness (seal)