



# Committee Report

<b>To:</b>	Warden McQueen and Members of Grey County Council
<b>Committee Date:</b>	October 22, 2020
<b>Subject / Report No:</b>	TR-CW-20-20
<b>Title:</b>	Grey Road 18 Road Widening Acquisition
<b>Prepared by:</b>	Lacey Thompson, Contract and Real Estate Coordinator
<b>Reviewed by:</b>	Pat Hoy, Director of Transportation Services Michael Letourneau, Director of Legal Services
<b>Lower Tier(s) Affected:</b>	Township of Georgian Bluffs
<b>Status:</b>	Recommendation adopted by Committee as presented per Resolution CW181-20; Endorsed by County Council November 12, 2020 per Resolution CC87-20;

## Recommendation

1. That Report TR-CW-20-20 be received and that the property identified as Part of Lot's 16 and 17 Concession 5, being Part 11 16R-382; Geographic Township of Derby, Township of Georgian Bluffs, County of Grey be acquired by the County of Grey for road widening purposes; and
2. That Staff be directed to proceed with the road acquisition prior to County Council approval as per Section 25.6 b) of the procedural by-law in order to allow for a timely closure of the real estate transaction pending on the abutting land.

## Executive Summary

Part 11 on Reference Plan 16R-382 (as shown in yellow on the attached map) is a parcel of road widening which abuts Grey Road 18. Transportation Services is completing this report to acquire and join Part 11 16R-382 to Grey Road 18.

## Background and Discussion

Recently it was discovered that a parcel of road widening along Grey Road 18 is under private ownership. The property is known as Part of Lot's 16 and 17 Concession 5 being Part 11 16R-382; Township of Georgian Bluffs, County of Grey.

The parcel of road widening was separated from the abutting lands in 2011, when the abutting lands were transferred using a new legal description that did not contain Part 11 16R-382.

The acquisition of this parcel supports the County's long-term goal, as set out in the Transportation Master Plan, of acquiring 30.5 metre (100 foot) right-of-way widths along its transportation corridors.

Private ownership of this road widening parcel results in two abutting landowners having no legal access to Grey Road 18 from their property.

The abutting lands are scheduled to be sold and the parties wish to close the deal as soon as possible. To allow for a timely closure of the real estate transaction pending on these lands we are requesting that the road widening transfer be completed prior to County Council approval.

## Legal and Legislated Requirements

The property transfer will be registered on title.

The Agreement follows the County's standard land acquisition agreement save and except for changes requested by the Owners lawyer which have been reviewed and approved by the Director of Legal Services – County Solicitor.

## Financial and Resource Implications

This transfer is being done in order to rectify the title errors and join the land to the abutting County Road.

The County will be contributing a total of \$2,667.30 towards the cost of the land itself (which is being sold for \$2.00) and payment of the owner's legal costs to finalize this transfer – the owner's legal costs over and above that amount will be the responsibility of the purchaser and seller of the abutting lands which are in the process of being sold. The County's additional legal costs are estimated to be under \$700.00.

The funding will come from the Transportation Services land acquisition budget.

## Relevant Consultation

- Internal  
Clerks Department, Director of Legal Services – County Solicitor
- External

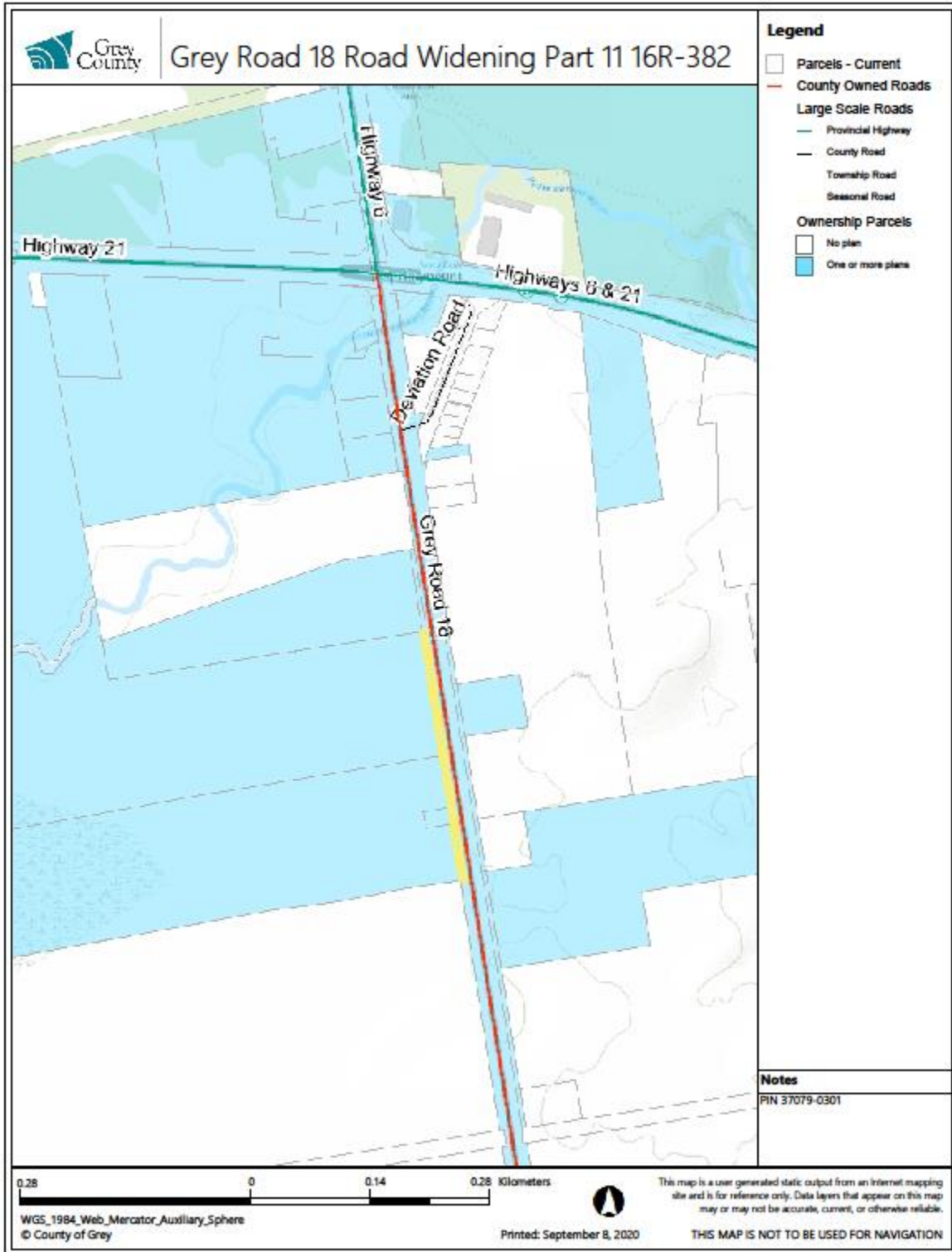
Ken Herlin, Goodmans LLP (Owners Lawyer), Tony Zingaro (staff for Lawyer of Abutting Land Owner) and Jill Sampson (Lawyer of Prospective Purchaser of Abutting Land)

## Appendices and Attachments

Location Map

Road Widening Acquisition Agreement

# Location Map



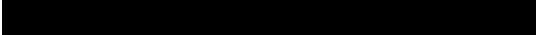
# Grey Road 18 Road Widening Acquisition Agreement

Made in duplicate this 22<sup>nd</sup> day of October, 2020

**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 Township of Georgian Bluffs in the County of Grey; adjacent to County Road 18;

**AND WHEREAS** the County wants to purchase and the Owner is agreeable to sell part of the land solely 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 Owner, receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. The Owner agrees to transfer to the County, a parcel of land being legally described as Part of Lot’s 16 and 17, Concession 5, Township of Georgian Bluffs (in the former geographic Township of Derby), in the County of Grey depicted as Part 11 on Reference Plan No. 16R-382 (the “**Purchased Parcel**”).
2. **Additional Details:** The County hereby agrees to pay the Owner’s reasonable legal fees and expenses relating to this Agreement and the transfer of the Purchased Parcel, including any administration and legal fees relating to obtaining a partial discharge of the BNS Charge (defined below) from title to the Purchased Parcel. All invoices for such costs must be submitted to the County for payment within ninety (90) days of completion of the transaction or termination of this Agreement for any other reason, failing which the Owner hereby releases the County from any additional responsibility for payment of same. The provisions of this Section 2 shall survive the termination or expiration of this Agreement, the completion of the transaction contemplated herein or if the transaction is not successfully completed for any reason other than as a direct result of an Owner default hereunder.
3. Notwithstanding anything else contained herein or elsewhere, the County acknowledges and agrees in favour of the Owner that save and except for: (a) registering a partial discharge of the charge registered as Instrument No. GY180716 in favour of The Bank of Nova Scotia (the “**BNS Charge**”); and (b) the Owner not further encumbering the Purchased Parcel and delivering vacant possession of the Purchased Parcel on the Closing Date (defined below), the Purchased Parcel is being sold to and purchased by the County on an “as-is, where-is” basis without recourse against or, any representation, warranty or covenant by the Owner. In that regard, the County shall rely solely upon its own due diligence. Without limiting the foregoing, the County will not call for the production of any title documents or abstracts of title or deeds by the Owner other than a Transfer/Deed of land in registrable or recordable form (other than the land transfer tax affidavit). The Owner agrees to provide the County with the aforementioned Transfer/Deed of Land conveying its title to, and releasing all ownership claims in respect of the Purchased Parcel. The Transfer/Deed of Land shall be prepared at the expense of the County by its lawyers and shall contain the following statement “Transfer to a Municipality for the purpose of widening a

highway and the land acquired forms part of the adjoining highway pursuant to s.31 (6) of the Municipal Act, 2001". The Owner represents that: (a) spousal consent is not necessary to this transaction under the provisions of the *Family Law Act* (Ontario); and (b) the Owner is not a non-resident of Canada within the meaning of the *Income Tax Act*. The County's covenants and obligations and the Owner's representations and warranties pursuant to this Section 3 shall survive the expiration or termination of this Agreement for any reason.

4. The obligation of the parties 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 "**Council Approval**"). Unless the County confirms in writing to the Owner on or before 5:00 p.m. on **October 30, 2020** that Council Approval has been obtained (the "**Approval Notice**"), then this Agreement shall be deemed to be at an end and the Owner, and save as otherwise set out herein, the County shall be discharged from any further liability hereunder. Provided however that notwithstanding the delivery or non-delivery of the Approval Notice or anything else contained herein, the County's obligations in Section 2 hereof shall survive the termination or expiration of this Agreement for any reason, the completion of the transaction contemplated herein or if the transaction is not successfully completed for any reason other than as a direct result of an Owner default hereunder.
5. The transaction shall be completed on or before the date, which is the earlier of (said earlier date being the "**Closing Date**"): (a) **November 30, 2020**; and (b) 30 days following receipt of Council Approval.
6. If this transaction is subject to harmonized sales tax such tax shall not be included in the purchase price and shall be the County's responsibility. There will be no adjustments save as contemplated in Section 2 hereof.
7. The County confirms that the transaction contemplated herein is exempt from compliance with the subdivision control provisions of the Planning Act.
8. The heirs, executors, administrators, successors in title and assigns of the Owner and the County are bound by the terms of this Agreement provided that the County may not, assign, transfer or otherwise convey its interest in this Agreement in whole or in part.
9. This Agreement shall constitute the entire agreement between the Owner and the County and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Purchased Parcel supported hereby other than as expressly contained herein.
10. This Agreement may be executed in any number of counterparts. A party may also send a copy of its executed copy of the Agreement to the other party by e-mail (pdf copy) instead of delivering a signed original copy of the Agreement. Each executed counterpart (including each copy sent by email (pdf copy) transmission) shall be deemed an original and all executed counterparts taken together shall constitute one agreement. The parties hereto consent and agree to the use of electronic signature pursuant to the *Electronic Commerce Act 2000*, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

**IN WITNESS, THE PARTIES HAVE EXECUTED THIS AGREEMENT.**

**THE CORPORATION OF THE COUNTY OF  
GREY**

---

Paul McQueen, Warden

---

Heather Morrison, Clerk

[REDACTED]

---

Per:

Title:

**County Contact Particulars:**

Lacey Thompson  
Contract and Real Estate Coordinator  
Email: [Lacey.Thompson@grey.ca](mailto:Lacey.Thompson@grey.ca)  
Phone: 519-372-0219 ext., 1390

**Name of Owner of Property**

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

**Lawyer's Contact Information:**

Goodmans LLP  
333 Bay Street  
Suite 3400  
Toronto, ON  
M5H 2S7

Attention: Ken Herlin  
E-mail: [kherlin@goodmans.ca](mailto:kherlin@goodmans.ca)

7089471.4