Committee Report

To: Warden McQueen and Members of Grey County Council
Committee Date: September 24, 2020
Subject / Report No: TR-CW-20-20
Title: Grey Road 18 Road Widening Acquisition
Prepared by: Lacey Thompson, Contract and Real Estate Coordinator
Reviewed by: Pat Hoy, Director of Transportation Services
Lower Tier(s) Affected: Township of Georgian Bluffs
Status: Recommendation

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 deposited at the local Land Registry (Grey 16).

The Agreement follows the County’s standard land acquisition agreement.

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 consideration price to complete the transaction is $2.00.

The legal cost to finalize this transfer is estimated to be under $1,500.00

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

Relevant Consultation

☐ Internal
Clerks Department

☐ External
Ira Samuel Barkin, Goodmans LLP (Owners Lawyer)

Appendices and Attachments

Location Map
Road Widening Acquisition Agreement
Location Map
Grey Road 18 Road Widening Acquisition Agreement

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 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 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 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”).

Additional Details: The County hereby agrees to pay the Owners legal fees relating to the transfer of the Purchased Parcel, including any administration fee relating to obtaining a partial discharge of the charge on the lands.

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 County by its lawyers.

The Owner shall obtain release of any existing mortgage or other encumbrance on the purchased parcel. 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

Per: (seal) Witness
Title:

Per: (seal) Witness
Title:

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) (seal) Witness

Name of Owner(s) of Property

Lawyer’s Contact Information:
Lawyer: Ira Samuel Barkin - Goodmans LLP
Phone: 416-979-2211