Committee Report

To: Warden Halliday and Members of Grey County Council

Committee Date: November 22, 2018

Subject / Report No: TR-CW-03-18

Title: Road Widening Acquisition Plan 16R-11118 Grey Road 17

Prepared by: Lacey Thompson, Land Acquisition Specialist

Reviewed by: Pat Hoy, Director of Transportation Services

Lower Tier(s) Affected: Township of Georgian Bluffs

Status: Recommendation adopted by the Committee as presented per Resolution CW287-18; Endorsed by County Council on December 20, 2018 as per Resolution CC05-19.

Recommendation

1. That Report TR-CW-03-18 regarding the acquisition of road widening be received and that the property identified as Part of Lot 26 Concession 14 Keppel being Part 1 Plan 16R-11118; Geographic Township of Keppel, Township of Georgian Bluffs, County of Grey be acquired by The Corporation of 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

The Township of Georgian Bluffs granted severance application B10/18 for the purpose of a lot addition. The existing lot to be added to was created with planning act consent in 1995.

Lots created with planning act consent cannot be re-registered to merge with adjacent land unless they are physically changed or altered.

The acquisition of a one foot road widening parcel by the County off the front of the lot that was created in 1995 will alter the parcel and allow the two parcels to merge on title in accordance with the conditions for a lot addition.
Background and Discussion

The Township of Georgian Bluffs granted severance application B10/18 for the purpose of a lot addition. The property to be added to was created with planning act consent pursuant to a decision granted by the Grey County Planning Approval in 1994 under its file number B87/94.

Under subsection 50 (12) of the Planning Act, R.S.O. 1990, c. P. 13 as amended, commonly referred to as the “Once a Severance, Always a Severance Rule”, the original severed parcel could potentially be sold, transferred, or mortgaged separate from the lot addition parcel. This would result in the unauthorized creation of three separate lots.

Given that the creation of the proposed lot is dependent on it merging with the existing lot created with Planning Act Consent in 1995 it is necessary to alter the dimensions of the existing lot to ensure the parcels can legally merge on title.

The acquisition of a one foot road widening parcel by the County off the front of the lot that was created in 1995 will alter the dimensions of this parcel and effectively break the “Once a Severance, Always a Severance Rule” ensuring that the original lot created in 1995 cannot be sold, transferred, or mortgaged separate from the lot addition parcel.

It is in the County’s interest to ensure that the original lot and the lot addition can only ever be dealt with as one enlarged parcel. It is recommended that the County accept a transfer of a one foot parcel of road widening along the frontage of Part 2 Plan 16R-6153 and join it to the abutting county road network.

The acquisition of this one foot parcel would have no impact on the County’s operations or the public.

The retained portion of the severance was scheduled to be transferred to a third party with an intended closing date of November 7th, 2018. 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

Section 50 (12) of the Planning Act states that “where a parcel of land is conveyed by way of a deed or transfer with a consent given under section 53, subsection (3) and (5) of this section do not apply to subsequent, or other transactions involving, the identical parcel of land unless the council or the Minister, as the case may be, in giving consent, stipulates either that subsection (3) or subsection (5) shall apply to any such subsequent conveyance or transaction.”

Financial and Resource Implications

There are no anticipated financial, staffing or legal considerations associated with the proposed acquisition. The cost of the legal transfer will be covered by the parties to the transaction which is subject of the lot addition proposed in severance application B10/18.
Relevant Consultation

☒ Internal
Planning Department

☒ External
Harry Hendry, Lawyer

Appendices and Attachments

Location Map
Reference Plan 16R-11118
Grey Road 17 Road Widening Acquisition Agreement
Grey Road 17 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-
   Jeff VanDerPloeg
   (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 17.

AND WHEREAS the County wants to acquire and the Owner is agreeable to transfer 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 municipally known as 179293 Grey Road 17 and legally described as Part of Lot 26 Concession 14, Township of Georgian Bluffs (in the former geographic Township of Keppel), in the County of Grey depicted as Part 1 on Reference Plan No. 16R-11118 (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 and the additional lands. The Transfer/Deed of Land shall be prepared at the expense of the Owner by his 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

[Signature]

Warden Stewart Halliday

[Signature]

Clerk Heather Morrison

Owner – Jeff VanDerPloeg

[Signature] (seal)

Witness

Owner

[Signature] (seal)

Witness

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.

[Signature]

Spouse of Owner (if not property owner)

[Signature] (seal)

Witness

Name of Owner(s) of Property

Jeff VanDerPloeg

Address:

625 8th Street West
Apt. 213
Owen Sound, ON  N4K 3N2