



Committee Report

To:	Warden Hicks and Members of Grey County Council
Committee Date:	October 27, 2022
Subject / Report No:	TR-CW-31-22
Title:	Grey Road 5 Road Acquisition
Prepared by:	Lacey Thompson, Law Clerk and Real Estate Coordinator Pat Hoy, Director of Transportation Services
Reviewed by:	Michael Letourneau, Director of Legal Services – County Solicitor
Lower Tier(s) Affected:	Township of Georgian Bluffs
Status:	Recommendation adopted by Committee as presented per Resolution CW140-22; Endorsed by County Council November 10, 2022, per Resolution CC98-22.

Recommendation

1. That report TR-CW-31-22 regarding the acquisition for road widening be received; and
2. That the property identified as Part of Lot 55, Plan 828 being Part 1 on Refence Plan 16R-11770; Geographic Township of Derby, Township of Georgian Bluffs, County of Grey be acquired by The Corporation of the County of Grey for road widening purposes; and
3. That staff be directed to proceed with the road acquisition prior to County Council approval as per Section 26.6 b) of the procedural by-law.

Executive Summary

The County requested conveyance of a road widening parcel as a condition of consent to a severance from a property in Georgian Bluffs fronting onto Grey Road 5. Although the road widening was determined to be necessary, the condition was inadvertently omitted from the consent granted.

Although the condition was omitted from the consent, the landowner has indicated they are willing to convey the road widening to the County at no cost. Staff have prepared an agreement to accept the transfer of the widening.

Accepting the widening in this way will avoid the necessity of the County taking further formal steps under the Planning Act to obtain the road widening through the consent process.

Background and Discussion

At the landowner's request, the Committee of Adjustment of the Township of Georgian Bluffs granted consent application B13.22 in respect of a lot addition severance from a property abutting Grey Road 5 located near Georgian Bluffs municipal boundary with Owen Sound.

In comments to the Committee on the severance application, Grey County Transportation Services requested that a condition of consent be added to the Notice of Decision to require that a 13-foot (3.962 metre) road widening be granted to the County along Grey Road 5 in support of the County's efforts to achieve a standard 66-foot right-of-way width in this area of Grey Road 5; currently this area of Grey Road 5 is one of the County's smallest right-of-way's with a general width of only 40 feet

In granting the consent, the Committee inadvertently failed to require the road widening transfer as a condition.

Through discussion with Township staff, the County was advised that the property owner was willing to grant the requested road widening to the County as if the condition had been imposed originally. The owner has arranged for a survey to be completed at its own cost to define the road widening requirements. A survey has been prepared and is attached to this report; the parcel to be transferred to the County is shown as Part 1 on Reference Plan 16R-11770 and is highlighted in yellow.

Staff recommend proceeding to obtain the road widening through an agreement with the owner, which has avoided the need to appeal the matter to the Ontario Land Tribunal or applying to the Committee to modify the consent to formally impose the road widening condition.

An agreement to obtain the road widening has been prepared. It follows the County's standard land acquisition agreement for road widenings, save and except for changes reviewed and approved by the Director of Legal Services – County Solicitor.

Since the landowner desires to complete a pending sale of the remaining parcel, staff recommend that they be directed to complete the road widening transfer prior to County Council approval.

Legal and Legislated Requirements

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

Financial and Resource Implications

The cost of the legal transfer and survey will be covered by the parties to the transaction which is subject of the lot addition proposed in severance application B13.22.

Relevant Consultation

Internal – Legal Services, Transportation Services

External - Property Owner, Consultant, Surveyor

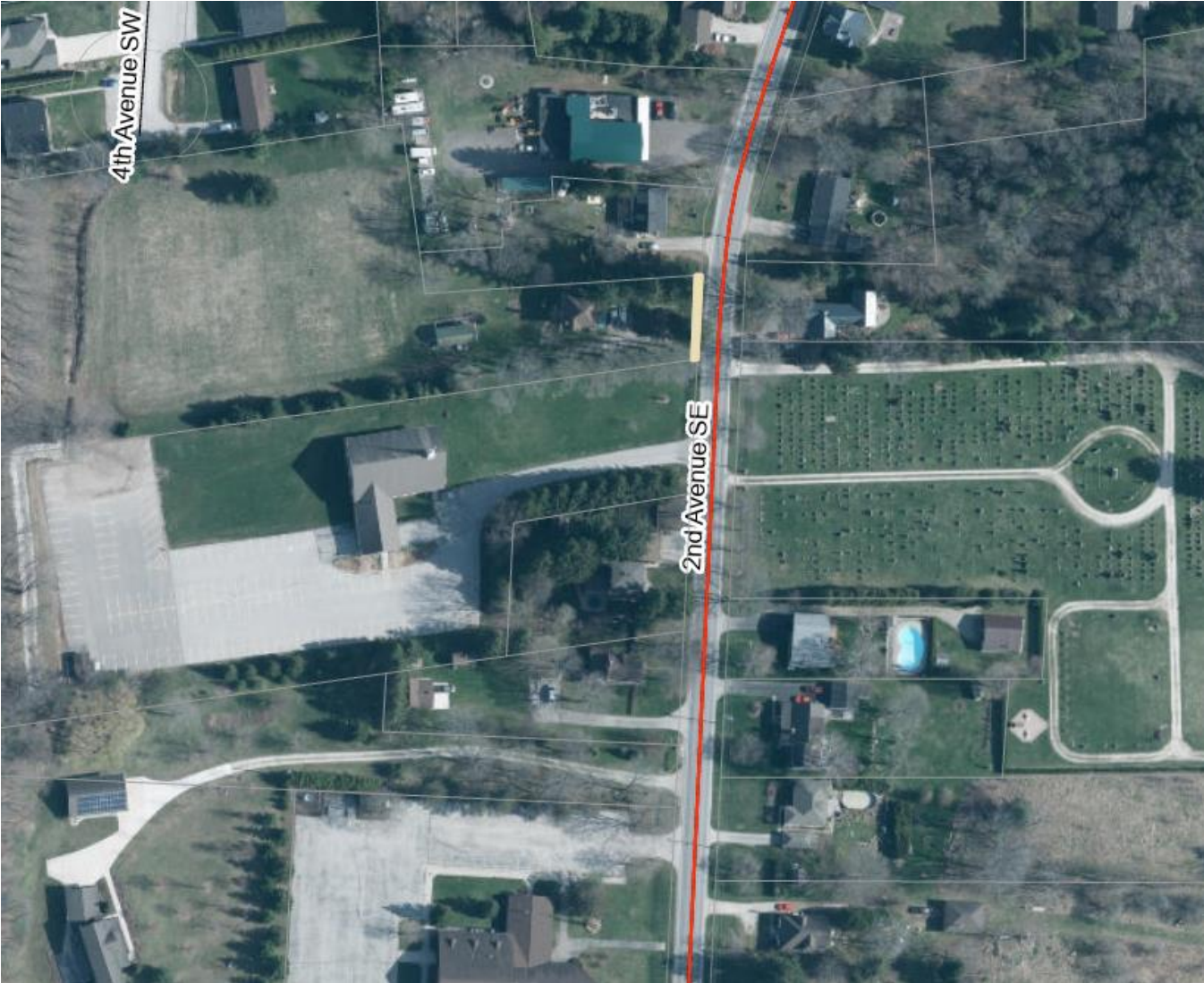
Appendices and Attachments

Location Map – Portion Highlighted in Yellow

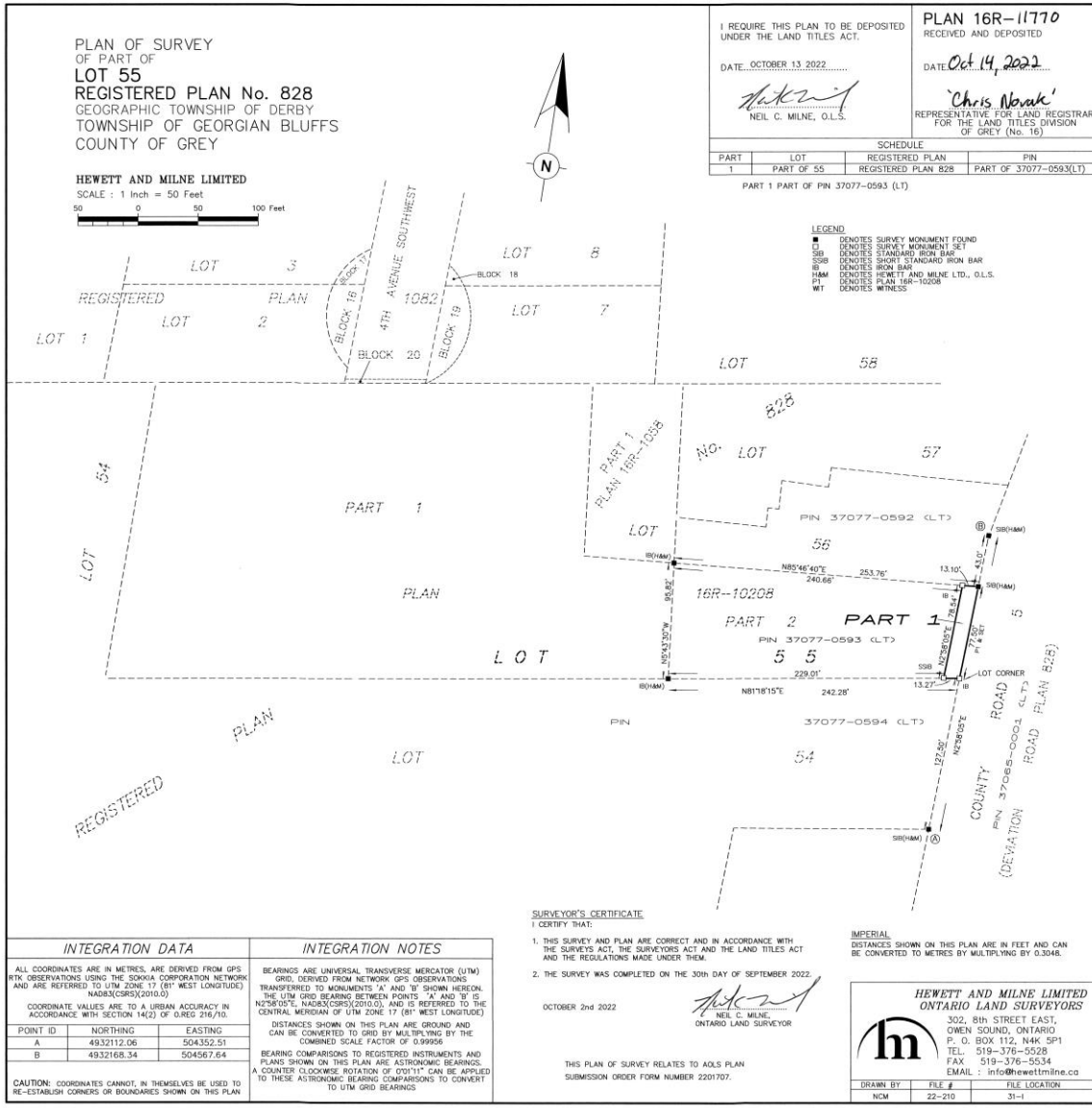
Reference Plan 16R-11770 – Part 1

Agreement of Purchase and Sale

Location Map



Reference Plan



Agreement of Purchase and Sale

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 5 and comprising part of Lot 55, Registered Plan 828, Geographic Township of Derby, Township of Georgian Bluffs ("Lot 55");.

AND WHEREAS the Owner applied to the Committee of Adjustment of the Township of Georgian Bluffs (the "Committee") under section 53 of the Planning Act (the "Act") for consent to the conveyance of part of that parcel depicted as Part 1 on Reference Plan 16R-10208 (the "Consented Parcel") as severed from the remainder of that parcel, being depicted as Part 2 on Reference Plan 16R-10208 (the "Retained Parcel");

AND WHEREAS the County requested that the Committee impose a condition on the requested consent that a portion of the retained parcel fronting on County Road 5 and having a depth from the edge of County Road 5 of 4 metres, more or less be conveyed to the County at no expense for the purpose of widening County Road 5 pursuant to the requirements of section 8.3.2(3)(d) of the County's Official Plan (the "Requested Condition");

AND WHEREAS the Committee, through inadvertence, granted the requested consent but failed to impose the Requested Condition;

AND WHEREAS the Owner is prepared to convey the Purchased Parcel to the County at no cost as if the Requested Condition had been imposed by the Committee in order to avoid the necessity of the County applying to the Committee under section 53(23) of the Act to modify the conditions of the consent to impose the Requested Condition;

AND WHEREAS as a result of the Owner's willingness to convey the Purchased Parcel the County has been content to not exercise its right to appeal the Committee's failure to impose the condition under section 53(19) of the Act;

NOW THEREFORE the Owner and the County agree that in consideration of the rounded sum of TWO DOLLARS (\$2.00), receipt and sufficiency of which is hereby acknowledged, and the covenants herein made, the parties, intending to be legally bound, agree as follows:

The Owner agrees to sell to the County, a parcel of land being legally described as Part of Lot 55, Plan 828 Derby, Township of Georgian Bluffs (in the former geographic Township of

Derby), in the County of Grey depicted as Part(s) 1 on Reference Plan 16R-11770 attached as Schedule "A" to this agreement (the "Purchased Parcel").

Additional Details:

The Owner shall, at its own expense, obtain a reference plan describing the Purchased Parcel and deposit it with the Land Registry Office, which plan shall be used to provide a registerable description for the conveyance of the Purchased Parcel, and which Reference Plan is attached as Schedule "A" to this agreement.

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. 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 County agrees that so long as the Owner proceeds in good faith to carry out the provisions of this Agreement it shall not apply to the Committee to impose the Requested Condition pursuant to section 53(23) of the Act.

The Owner agrees that in the event that the County determines in its sole and unfettered discretion that the Owner is not proceeding in good faith to carry out the provisions of this Agreement and makes such an application to the Committee, it shall not exercise its rights under section 53(27) of the Act to appeal the imposition of the Road Widening Condition.

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.

The recitals above are true in substance and fact to the best of the knowledge of the parties, as represented by its officers and employees responsible for the subject matter of this agreement.

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

The Corporation of the County of Grey

(seal)

Selwyn Hicks, Warden

Tara Warder, 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)