

# Bowness Responsible Flood Mitigation Group

Title: Inglewood Barrier Report

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Issued By:

## Proprietary Notice

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## Revision History

Revision #	Initials	Date	Description
0.1	JN	2018-01-18	First Draft
0.3	JN	2018-01-20	Updated with information from title
0.5	JN	2018-01-24	Added summary
0.6	JN	2018-01-05	Removed resident name
1.0	JN	2018-06-12	Removed house lifting. Issued for BRFM members

## Glossary

Term	Description
MGA	Municipal Government Act
LCB	Land Compensation Board of Alberta
City	City of Calgary as a governing and administrative entity
LTO	Land Titles Office

## Legislative References

Document	Sections

Document	Sections
Municipal Government Act	

## Other References

Document	Sections
City of Calgary Assessment search, <a href="https://assessmentsearch.calgary.ca/Map/MapSearch.aspx">https://assessmentsearch.calgary.ca/Map/MapSearch.aspx</a>	All within Inglewood Area
City of Calgary Flood Mapping located at CityOnline	All within Inglewood
CanLII at <a href="https://www.canlii.org/en/ab/">https://www.canlii.org/en/ab/</a>	Searches for “Inglewood”
Google Mapping for historical maps	
High resolution city maps during flood (TIFF format)	Downloaded at cityonline
The Owner Caveat on #10 New Place SE. ALTA LTO DOC #071437835	ALL

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## 1. Introduction

### 1.1 Description

This document was created to provide a summary of what has been researched on barriers created by the City in Inglewood circa 2007 prior to this document's issue date. It will be updated as information becomes known.

It is not provided as legal advice and is not provided as a complete description of the Inglewood Barrier and its history.

### 1.2 Background

On January 14, 2018 a number of Bowness residents canvased Inglewood homes where the City constructed berms circa 2007, with a goal to collect information on what the City did, how they did it, and what the experience was like.

There was one holdout on negotiating a berm with the City in Inglewood. He owns the following properties: 6,7,8,10 New Place SE. Eventually the City expropriated an easement on his property(The City did not expropriate the land)

All Inglewood residents spoken to indicated they have Riparian rights.

### 1.3 Executive Summary

The following is an analysis of the information collected. It is not to be construed as providing an opinion. More complete information is provided in subsequent sections.

For the most part the barrier follows the floodway, however in places it runs close to the houses. The berm to wall ratio is estimated at 1.1 to 1, meaning there was close to the same amount of wall as berm.

**Resident Feedback:** The barrier was effective at preventing overland flooding in 2013. There was basement flooding (0.5-2ft) but it is unclear if this was from hydrostatic pressure through/under the barrier or from backup of the stormwater/sanitary system. The residents believe this latter cause has been corrected (with pumps) but these opinions are unverified and untested. Most had their river views maintained, however this was primarily a result of either new builds or the barrier being constructed close to their houses. The berm did not increase public access. Moreover the barrier is constructed such that a future pathway would be impossible. Similar to Bowness, the residents have occasional presence of rafters & fisherman along the riverbank. Buildings and trees are not allowed on the earthen berm portion. It is unclear how it has affected property values, however the consensus seems to be between neutral & increased. The negotiation process with the city was a long struggle, but in the end the residents essentially got what they wanted in terms of barrier type and location. The exact amount of compensation is unknown, however it appears the residents received \$1,000 for signing the caveat and an additional \$10,000 after the barrier was constructed. They were compensated for damages (eg one resident was paid approximately \$25,000 due to existing rocks & landscaping). The city also paid for new landscaping as reasonably desired by the homeowner that occurred at the time of construction (eg construction of decks / patios over berm, relocating garage out of floodway). No one spoken with retained a lawyer or felt the need to obtain legal representation. Overall the residents are very happy with the outcome despite a long and difficult process. The main recommendation was to communicate with adjacent neighbours to coordinate the type and location of the barrier.

**Legal Proceedings:** The above feedback does not apply to the one landowner who refused to negotiate with the city (he was not spoken to). Ultimately, an easement was expropriated on his lands. Note this is different than the land being expropriated. After construction was completed this resident began legal proceedings at the Land Compensation Board. He claimed damages totaling \$1,800,361. The city offered \$29,008, later amended to \$112,646. Ultimately, a total of \$1,055,379 was paid as compensation based on 3 factors: rights expropriated (due to easement), severance damage (loss of access to river), and reduction in market value (of remaining land).

The claimant's lawyers were contacted and both emphasized this ruling does not set a precedent; each case at the Land Compensation Board is judged on its own merits, looking at the details of the easement, and the market value of the land taken. Moreover, they stated the claimant's situation was unique: he had multiple properties (4), a large amount of frontage, there was significant redevelopment potential which could result in approximately 5 new riverfront houses being constructed, and the city built a drainage system under his private road and above his private water services (for the multiple properties) rendering future maintenance costly. His easement was T shaped to allow the city to access the barrier from the public road. Compared to his neighbours, he did not enjoy the flexibility to choose the type and location of the barrier, nor did he get any landscaping improvements during construction. In addition, there was some luck involved: the appraiser hired by the city made a number of mistakes and thus the reliability of his testimony was questioned. Based on the above, the lawyers indicated that this degree of compensation would likely not apply to the vast majority of riverfront owners in Bowness.

## 2. Berm

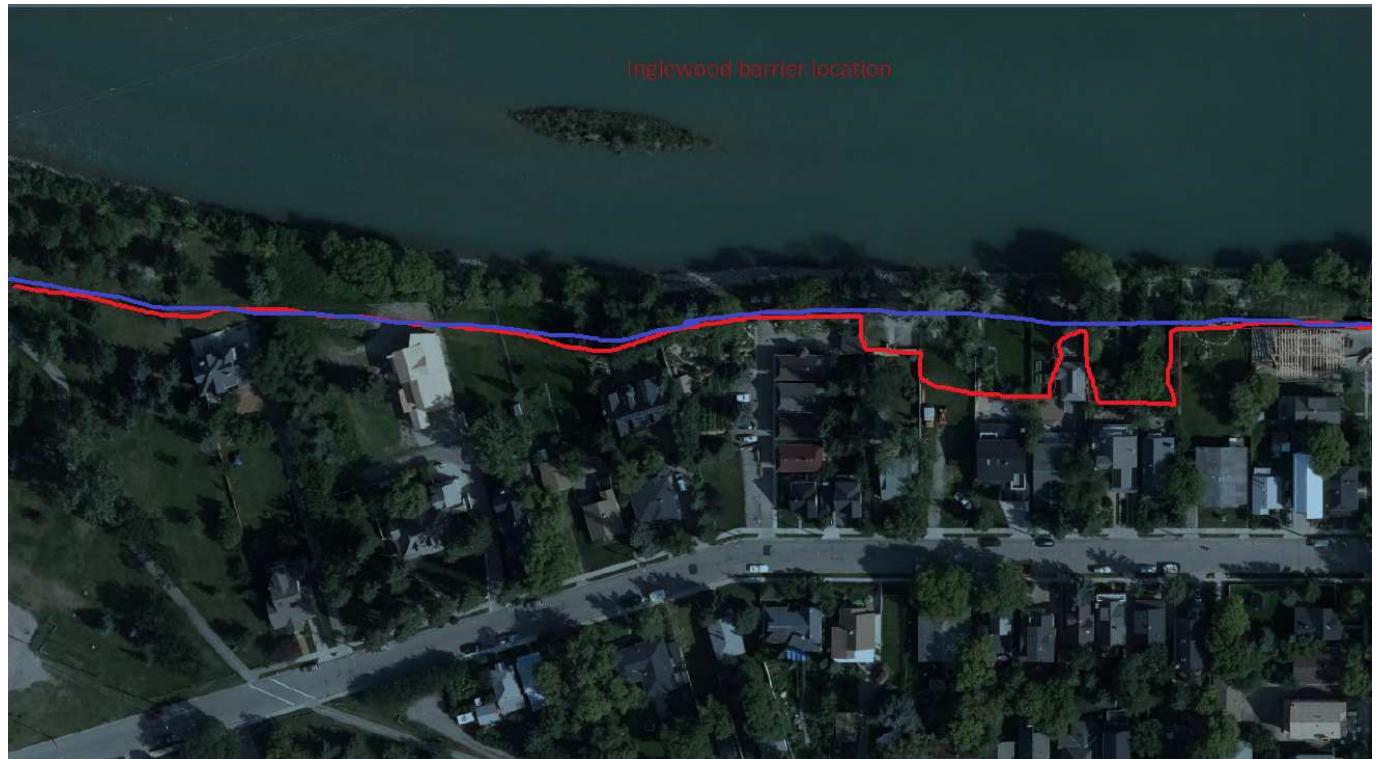
### 2.1 Berm Location

The following shows the approximate berm location as derived from aerial photos (needs to be confirmed with City data).



## 2.2 Floodway Location

The following shows the approximate original floodway location(blue) with the approx. berm location in red. The ratio of berm/wall to riverfront is approximately 1.2 to 1. This can be observed below where the barrier goes south towards the properties. The berm to wall ratio is estimated at 1.1 to 1, meaning there was close to the same amount of wall as berm built



## Inglewood Barrier Report



### 3. Resident Feedback (expropriated owner was not able to be contacted)

Four residents which were involved in the berm negotiation were spoken to. Another 4 were spoken to who had purchased the property after the barrier was constructed. There is a total of approx. 15 affected properties

Primary Questions that were asked:

- Did it protect from overland flooding in 2013?
  - All indicated yes
- Was there ground water flooding in 2013?
  - There was basement flooding (0.5-2ft) but it is unclear if this was from hydrostatic pressure through/under the barrier or from backup of the stormwater/sanitary system. The residents believe this latter cause has been corrected (with pumps) but these opinions are unverified and untested.
- Does it block your views or access to the river?
  - One property(a duplex at 34 New St), had their ground floor view obstructed, but not their second floor. However, they also have a small parking lot in the rear of the building, which obstructs their view when there are vehicles on it. Most had their river views maintained, however this was primarily a result of either new builds or the barrier being constructed close to their houses.
  - None one had their access to the river blocked. (people with walls had a gate)
- Are there any issues with public access?
  - All said No. It should be noted that some of the berms went right up to the dwelling and parts of the berm turned into a wall. One resident was concerned that a bike path was going to be put on the berm and insisted the berm be close to his house, and it ended up close to his house. Overall the barrier is constructed such that a future pathway would be impossible. Similar to Bowness, the residents have occasional presence of rafters & fisherman along the riverbank.
- Does the City restrict what you can do on or near the barrier?
  - Yes. No trees are allowed. No buildings are allowed. The property owners do have wood fences going up and over the berm (perpendicular to the berm)
- How do you feel it affected property values?
  - One owner indicated they would not have purchased the property without the berm
  - One indicated they did not know
  - One indicated probably increased
  - One indicated up, but only because the view was maintained
- Did you retain a lawyer individually or with the neighbors?

- No one we spoke with retained a lawyer, nor did they think they needed to
- How much input did you have on barrier type and alignment
  - Residents indicate they were consulted on the berm/wall location and had input to the location, but it was a very long process. The residents had varying amounts of input. The residents were very satisfied with the outcome (berm/wall).

Other discussions occurred around compensation, negotiation, and whether they had any advice on the process.

Compensation:

The exact amount of compensation is not known, however it appears the residents received \$1,000 for signing the caveat and an additional \$10,000 after the barrier was constructed. They were compensated for damages (eg one resident was paid approximately \$25,000 due to existing rocks & landscaping). The city also paid for new landscaping as reasonably desired by the homeowner that occurred at the time of construction (eg construction of decks / patios over berm, relocating garage out of floodway).

Other comments: consult with your neighbors on berm type and location.

Inspections: Residents indicated the inspections were rare, and they speculated once between 2007 and 2013

#### 4. #10 New Place Expropriation

##### 4.1 Disclaimer

The following was ascertained from maps, and legal proceedings. No one actually spoke with the owner

##### 4.2 Land Location



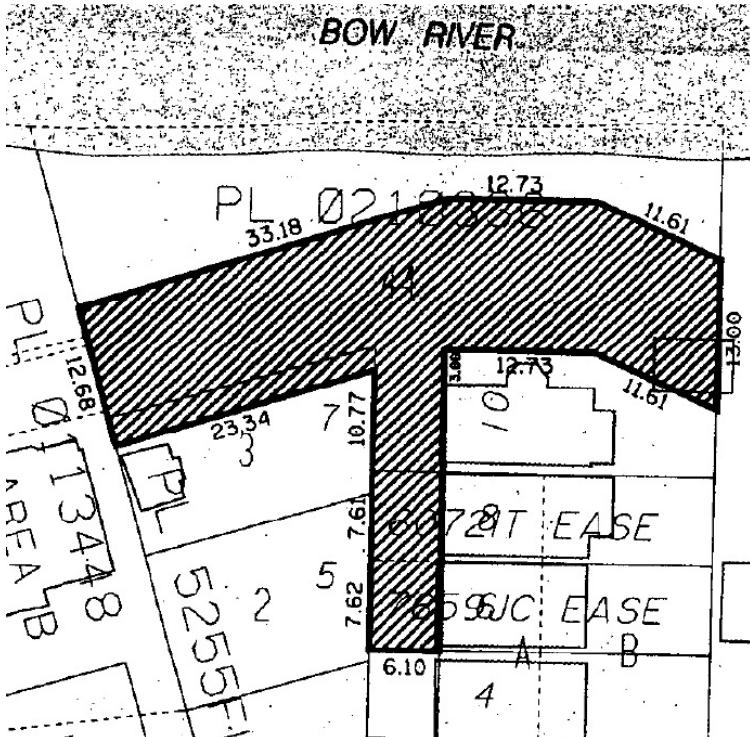
##### 4.3 Wall Location

The owner owns 4 properties. A wall was placed on 10 New place.



The following is a summary of the amount of easement area for each property (from LCB proceedings):

Property	Easement Area Sq Ft
6 New Place SE	522.72
7 New Place SE	653.40
8 New Place SE	522.72
10 New Place SE	7,448.79



See the decision for why there is an easement on the other properties, as only #10 had the wall built

#### 4.4 Berm Type

Wall

#### 4.5 Landscaping

Unknown if the City paid for landscaping

#### 4.6 Uniqueness of the Property

As can be seen this is not an individual property. He has 4 properties side by side, with #10 on the river with approx. 200' of river frontage.

#### 4.7 Legal Proceedings

According to the registered easement the City filed a “Notice to Expropriate” on Apr 10, 2007. The owner filed a “Notice of Objection” on Apr 26, 2007.

There was then a proceeding (Inquiry for the expropriation) on June 21, 2007. It indicates:

The City’s rational for the barrier was a AGRA study recommending the berm to protect the neighborhood (724 buildings). Construction started in 2001 with seven owners, and continued in 2003-04 with an additional 5 properties. The City also purchased one property when the owner listed it for sale. The western berm constructed was 1M wide at the top and a 1:1 slope towards the street and a 1:3 slope towards the river. On the eastern lots, a berm and wall were constructed. A garage which was located in the floodplain was moved initially and then put back on top of the flood wall. For the acquired property, the City built the wall, and then was going to sell it. The City paid each owner \$1000 on signing, \$10000 for landscaping, and \$1500 for construction access if required.

The City indicated they sent letters to the owner annually after 2001 requesting a meeting, but The City indicates he was unwilling to meet.

The owner approached the City in 2006 to negotiate the easement. It presented three options to the City

1. Move the house north of the wall, into the floodway. The City indicates this was refused because buildings are not allowed in the floodway.
2. Move the wall further North and move the house North as well, with an opening put into the wall. The City also indicated there were no other openings in the floodwall. The City refused this due to cost.
3. Leave the house, and build the wall south of the house. The City indicated this would require retaining walls for the south neighbors which would be unfair

The City also indicated they would not move The Owner’s house because its main floor was already above the 1:100 flood elevation

For the property at 1203 15st, the City extended the basement walls up 16 inches in order for the main floor to be above the berm height. The City indicates no lot sizes were changed because of the construction.

**NOTE: The above was not confirmed by any resident and is not known to be factually correct, but it is in the public record**

The City indicated that upon the completion of the berm, the floodplain would be reduced to the area North of the berm and the 724 buildings would no longer be in the floodplain

In his decision in favour of the City, the Inquiry officer indicated as a finding of fact:

- o The Owner's counsel and the City agreed the flood works is a proper and reasonable objective of the expropriating authority

In his decision in favour of the City, the Inquiry officer indicated as reasons for his decision:

- o The request to move the residence by The Owner was unreasonable
- o The City considered the alternatives presented by The Owner and dealt with The Owner in a fair manner

The City then registered an easement in August 2007, and made a payment to The Owner for \$29 008 in October 2007 based on an appraisal performed by Durant Consulting in September 2007.

The City started construction of a drainage system as part of the flood mitigation in July 2008. It was built in part on top of The Owner's private water line

The Owner served an "application for Determination of Compensation" upon the City in September 2008 seeking additional compensation(revised in July 2010). The City responded that the original amount of 29k was the proper amount under this expropriation of the easement

The Owner and the City negotiated a separate settlement for other incidental and disturbance damages outside of the above application. The proceedings do not indicate what these were for.

In the end the LCB ruled compensation for Mr Rupert of approximately \$1 050 000 for all four properties including his riverfront property. For his riverfront property, where the wall was actually located, 10 New Place, approx. \$880 000 was awarded

Excerpts from the case are below

Although more particularly set out in the survey plan attached to the Expropriating Easement, in general terms the Easement Area runs in an east/west orientation across 10 New Place SE parallel to the Bow River between the bungalow and the river. It also extends south on either side of the privately owned portions of New Place SE; thus, taking portions of each of the other three parcels.

The Owner's Appraiser applied for the following compensation:

- a. Easement Valuation

6 New Place SE      \$47,044.80

7 New Place SE	\$58,806.00
8 New Place SE	\$47,044.80
10 New Place SE	\$737,430.21
Total	\$890,325.81

b. Severance \$673,471.70

c. Reduction in Market Value of Remaining Land

6 New Place SE	\$46,932.00
7 New Place SE	\$56,010.00
8 New Place SE	\$46,932.00
10 New Place SE	\$86,689.68
Total	\$236,563.68

Total Proposed Compensation: \$1,800,361.19

The City's third party appraiser came up with:

a. Easement Valuation

6 New Place SE	\$6,011.28
7 New Place SE	\$7,514.10
8 New Place SE	\$6,011.28
10 New Place SE	<u>\$93,109.50</u>

Total Proposed Compensation \$112,646.16

The City's appraiser had previously submitted \$29k, however, adjusted it to \$112k at time of hearing.

The proposal for easement value, severance, and market loss are below (Telford is The Owner's appraiser and Durant is the City's Appraiser)

#### 4.3 Valuation of the Rights Expropriated

Telford opined that it was appropriate to recognize that the expropriation by easement does not result in a loss of all of the fee simple rights. He concluded that the compensation should be 90% of the fee simple market value. Durant testified that since he had reduced the market value to reflect that the areas taken were all in what he considered to be undevelopable land that it would be "double dipping" to then use less than 100% of the market value.

#### 4.4 Severance

The Claimant submits that the presence of a five foot high concrete wall within the easement across 10 New Place SE parallel to the Bow River results in severance of the area between the easement and the river. Telford estimated that area to be 6,122.47 square feet and he applied 100% of his market value to conclude that the compensation for severance should be \$673,471.70.

Relying essentially on the opinion of Durant, the Respondent argues that there should be no compensation for severance. That position is largely based on an argument that while the wall may limit access to the area north of the easement, that area continues to be used for the same purpose (landscaped garden) as before the expropriation and will continue to be so since it is within the flood plain and therefore is not developable.

#### 4.5 Reduction in Market Value of Remaining Land

Applying the market values set out above to the area on each parcel outside the taking, Telford developed a methodology to calculate the compensation for the reduction in market value of remaining land, which he referred to as “pure injurious affection”. He opined that the Expropriating Easement and associated works would result in a reduction of the market value on the remaining lands equivalent to 25% on 6, 7 and 8 New Place SE and 35% on 10 New Place SE.

Durant opined that there was no such reduction, or alternatively, that it was so minor that it was offset by benefit resulting from the increased protection against flooding provided by the flood wall and other associated improvements.

The excerpts from the ruling are provided below as a summary:

##### 5.1 Introduction

Even more than is typical in ADC made to the LCB, the Panel is faced with two divergent appraisal opinions. Not only is the range of proposed compensation broad, approximately \$100,000.00 to approximately \$1,800,000.00, but there is also a fundamental difference in approach. While both appraisers are clearly well qualified, including extensive experience, the Panel was troubled by certain aspects of Durant’s evidence.

In particular, the change in his opinion from the report produced to the LCB shortly before the Hearing assessing total compensation at about \$29,000.00 to an opinion presented at the opening of his evidence of approximately \$112,000.00 in compensation. This change of about 75% was explained on the basis of Durant having decided he had “double dipped” when considering market value and valuation of the rights expropriated and he wanted to correct that error.

Another matter of concern is Durant’s acknowledgement that he had not reviewed the Expropriation Easement when the rights granted under that document are critical to the analysis of the compensation payable especially under Section 57 of the Act.

Another example is that when assessing the potential compensation for severance and value to the remaining land, Durant did not refer to the impact of the concrete wall crossing the entire width of 10 New Place SE.

While the Panel did not reject his assessment in its entirety, it considered the reliability of Durant’s opinions to be significantly reduced by these factors.

There is complication in how best use is determined. The actual LCB decision should be reviewed for this context

In determining market value, the Panel assessed the factors discussed below as at the effective date of August 30, 2007 without taking into account the factors set out in [Section 45](#) (a) to (e) of the [Act](#). In particular, although there was detailed evidence about the Expropriation Easement and the construction of the flood wall and associated facilities, the Panel did not consider that evidence when assessing the market value or “*the value of the land*” (See Section 45 of the [Act](#)). The Panel did consider those matters when assessing the other issues in dispute i.e. easement valuation, compensation of severance and compensation for pure injurious affection.

Somewhat surprisingly, the appraiser who testified for the Respondent, Durant, proposed higher market values (on the assumption that all of the land was developable) than the appraiser who testified for the Claimant, Telford. Their conclusions are summarized in the Table below:

	6 New Place SE	7 New Place SE	8 New Place SE	10 New Place SE
Telford	\$100 per sq. ft	\$100 per sq. ft	\$100 per sq. ft	\$110 per sq. ft
Durant	\$115 per sq. ft.	\$115 per sq. ft.	\$115 per sq. ft	\$125 per sq. ft

In his report (Exhibit 15), Durant then went on to consider the value of the “undevlopable” portion and again applied a 90% reduction. The basis of the reduction was the presence of the Restrictive Covenant and a Flood Plain designation. The latter designation would prohibit residential development on a large portion of the property. Durant estimated that approximately 75% of this property is undevlopable because of these two factors. In his report, he concluded that two values should be applied to 10 New Place SE, \$125.00 per square foot to the developable area and \$12.50 to the undevlopable area for a total value of \$650,000.00.

In summary, the Panel accepts the market values provided by Telford being as follows:

6 New Place SE	7 New Place SE	8 New Place SE	10 New Place SE
\$100 per sq. ft	\$100 per sq. ft	\$100 per sq. ft	\$110 per sq. ft

## 6.0 EASEMENT COMPENSATION VALUATION

Many expropriations results in the taking of the fee simple of the subject property. In those cases, the market value is the appropriate compensation. In the present case, the Claimant has not lost all of his ownership rights, but rather only those granted under the Expropriation Easement.

Telford opined that the rights granted and the construction of the flood wall amounted to a virtually complete loss of all of the Claimant’s property rights. He concluded that the compensation should be based on 90 per cent of the market value.

Discerning Durant’s opinion is somewhat more complex. In his report, he based the easement value on 10 per cent of the market values he had provided

Another factor weighing heavily against the reliability of Durant’s conclusions is the fact that in assessing the compensation for the rights lost under the Expropriation Easement, he did not make reference to, nor seemingly even consider, the wording of the Expropriation Easement.

In contrast, Telford reviewed the provisions of the Expropriation Easement in some detail and considered what rights the Claimant had granted to the Respondent. Those included the following:

Under Clause 2, the Respondent has the right to “..have ingress and egress to pass and repass and to enter and remain upon the easement area with all necessary vehicles, machinery and equipment reasonably required to construct, operate, repair, maintain, inspect, replace and reinstate the Works...”.

The “Works” are defined to include the flood protection works described in Schedule D to the Easement which include:

- i) An excavation for the flood wall of a minimum of 6 metres;
- ii) A concrete wall 0.25 metres thick and 1.5 metres high; and
- iii) The wall extends from the west to the east boundary of 10 New Place SE.

Clause 3 of the Easement provides that “..no building, structure, improvement or changes of grades shall be constructed, placed, or permitted in or upon the Easement Area and the Easement Area shall not be used or occupied in any

*manner which would adversely impair, affect or compromise the Works or their certification as an engineered dyke by the applicable Government Authority.”*

The duration of the Easement is set out in Clause 7 as follows:

*“This Agreement and the Easement, Restrictive Covenant, rights and privileges herein contained shall commence on the Effective Date and shall continue for such period of time as the Works may be reasonably required for the protection of the Dominant Lands as determined by the applicable Government Authority.”*

The Panel acknowledges that title remains in the name of the Claimant. The right to sell, lease, enter or give away the Easement Area have, for all intents and purpose, been removed. The Claimant’s right to the quiet enjoyment of the area is severely restricted by the presence of a 1.5 metre concrete wall and the Respondent’s ongoing right to access the area. The term of the Expropriation Easement is best described as indefinite such that any revisionary interest, if calculated as the present of the rights when they are returned to the owner in the future, would be essentially immeasurable. Therefore, the Panel exercises the discretion provided in [Section 57](#) of the [Act](#) to “ignore the residual value to the owner”.

Telford opined that the rights taken would “approach 75%– 100%” but selected 90% as the appropriate measure.

Neither party provided any calculated basis to determine the value of the rights retained by the Claimant. After having considered the factors set out above and the limited rights retained, the Panel finds that the compensation will be based on 80 per cent of the determined market values for each parcel.

Applying that percentage to the agreed upon size of the easement area taken from each parcel the compensation is summarized in the following Table:

Property	Easement Area Square Footage	Market Value Per Square Foot	Value of Rights Expropriated as a Percentage of Market Value	Compensation
6 New Place SE	522.72	\$100.00	80%	\$41,817.60
7 New Place SE	653.40	\$100.00	80%	\$52,272.00
8 New Place SE	522.72	\$100.00	80%	\$41,817.60
10 New Place SE	7,448.79	\$110.00	80%	\$655,493.52
<b>TOTAL</b>				<b>\$719,400.72</b>

### 7.1 Severance Damage

It was Durant’s opinion that there is no severance. He stated that while the “contours of the land will be changed, there is no severance.” In doing so, Durant makes no reference in his report to the flood wall. Instead, he refers to a “protective berm”. A berm had been built on some of the other Bow River properties in Inglewood, including a very small portion of the subject lands, instead of a flood wall. In the case at hand, the issue is whether the flood wall severed the land at 10 New Place SE and Durant did not address that issue in his report.

In argument, Counsel for the Respondent argued that severance had not occurred because the Claimant could still access the portion of his land adjacent to the river which is north of the wall via a gate in the wall, over a berm which had been built up at the western end of the property and over a mound which is built near the mid-point of the wall.

Evidence was not provided of extra time and costs that may have been or will be incurred as a result of the reduced access. The Claimant did not testify about how the reduced access affects his use of the area north of the easement area. The Panel is left to make a determination of the compensation on what it is considered to be a non pecuniary basis. On balance, compensation of \$75,000.00 is determined to be reflective of the severance damage disclosed by the evidence.

## 7.2 Reduction in Market Value of Remaining Land

### A. River Frontage

The Panel accepts that the market value of the portion of 10 New Place SE south of the Easement Area has been diminished by the presence of the wall. The reduced access discussed above would negatively impact the status of that land as river front property. Both of the appraisers agree that river frontage attracts a premium. The Panel finds that the positive influence on value has been significantly reduced, if not lost.

The only direct evidence on the value of the river front premium is Telford's 10% which was not challenged by Durant. In his report (Exhibit 7) Telford described at pages 56 and 57 the information upon which he relied for his "river influence" adjustment. No contrary evidence was provided. Based on this evidence, the Panel finds that the easement and the flood wall built pursuant to the terms of the easement resulted in a 10% reduction in the market value of the 2,251.68 square feet on 10 New Place SE located south of the Easement Area.

### B. Services

Durant also testified in cross examination that it is "reasonable" that the drainage system installed as part of the works above the private water system would complicate and require extra steps in servicing the existing system.

The Panel finds that Durant's evidence amounts to an acknowledgement that the Expropriation Easement and associated works has a negative influence on the market value of the remaining land.

In the absence of more persuasive evidence, the Panel finds that 25% is too high a reduction to the market value of the remaining land. While the presence of the Expropriation Easement and associated works would be a negative factor to a prospective purchaser when considering price, the Panel finds that a 20% reduction is the correct assessment

### C. Set-off for Benefit

It was agreed that any set-off arising from the benefit of having the flood protection is only applicable to compensation for injurious affection (See Section 56 of the [Act](#)).

The Panel finds that in the absence of sufficient evidence that a betterment has been realized which is specific to the land in question, nor of the value of such a betterment, no set-off will be applied

## 8.0 DECISION

8.1 Leave is granted to apply to the Board for a determination of interest pursuant to [Section 66\(1\)](#) of the [Act](#) and costs, if an agreement cannot be reached between the parties.

8.2 The highest and best use of the subject lands is residential with likely redevelopment.

8.3 The compensation payable for the rights expropriated is as follows:

Property	Easement Area Square Footage	Market Value Per Square Foot	Value of Rights Expropriated as a Percentage of Market Value	Compensation
6 New Place SE	522.72	\$100.00	80%	\$41,817.60
7 New Place SE	653.40	\$100.00	80%	\$52,272.00
8 New Place SE	522.72	\$100.00	80%	\$41,817.60

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10 New Place SE	7,448.79	\$110.00	80%	\$655,493.52
<b>TOTAL</b>				<b>\$719,400.72</b>

8.4 The compensation payable for Severance Damage is \$75,000.00, applicable to 10 New Place SE only.

8.5 The compensation payable for the Reduction in Market Value of Remaining Land is as follows:

Property	Area of Remaining Land in Square Feet	Market Value in Square Feet	Percentage Reduction in Market Value	Compensation for Reduction in Market Value of Remaining Land
6 New Place SE	1,746.60	\$100.00	20%	\$34,932.00
7 New Place SE	2,240.46	\$100.00	20%	\$44,809.20
8 New Place SE	1,749.60	\$100.00	20%	\$34,932.00
10 New Place SE	2,251.68	\$110.00	30%	\$74,305.44
<b>TOTAL</b>				<b>\$188,978.64</b>



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## Appendix S1

See legal title

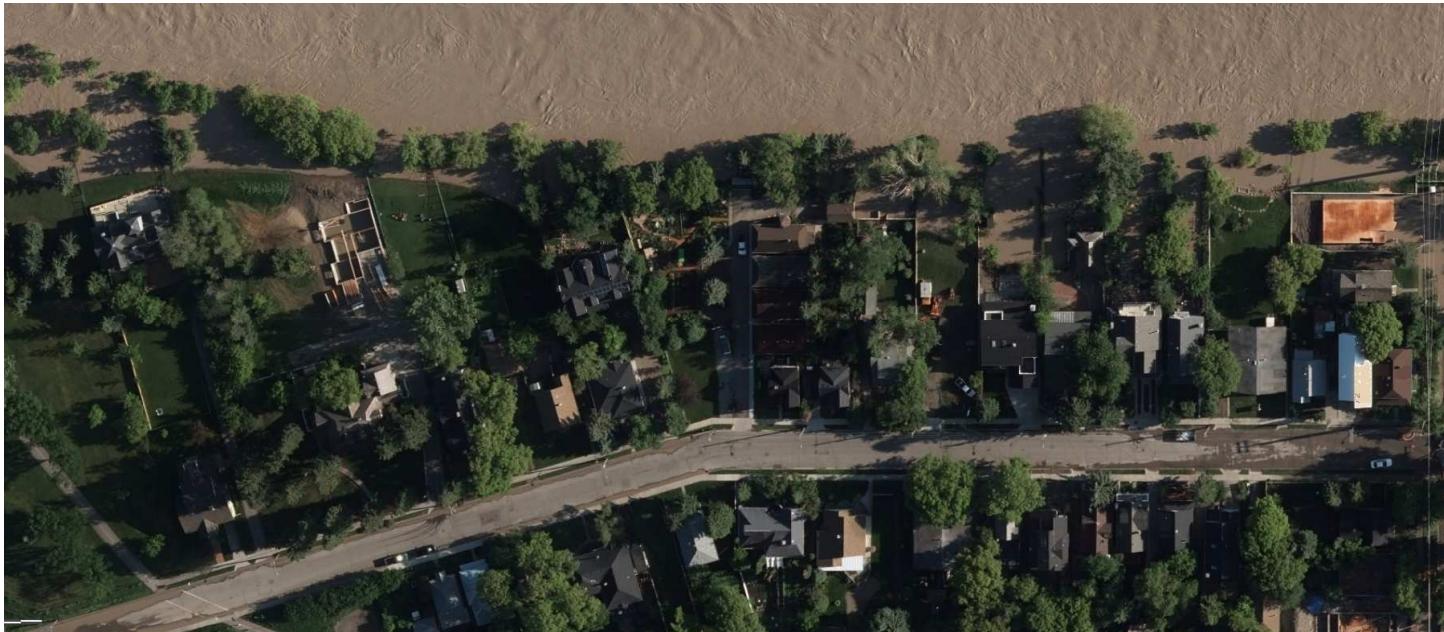
## Appendix S2

### Ortho Photos After flood



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Ortho Photos during flood



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## Attachment

See flood wall /berm pictures in the Inglewood berm report summary available at BRFM website

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