



Policy # 4017

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Policy Title: Land Acquisition and Disturbance for Road Construction

Policy No.: 4017

Approval: County Council

Effective Date: September 7, 2011

Approval Date: September 7, 2011

Amended Date: January 28, 2015

Reviewed Date: February 28, 2018

Supersedes Policy No.: Section C 6

Policy Statement: Mountain View County will compensate landowners for the acquisition and disturbance of land required for road construction

Purpose: The purpose of this policy is to allow Mountain View County to purchase land for road construction and to compensate landowners for damages as a result of road construction and other related activities.

- Principles:**
1. Items that the County will compensate landowners for are: road widening, extra road widening, Right of Entry, Borrow Pits, Crop Damages, and Land Disturbance
 2. Agreements are to be made and approved with the owner or owners of the land only, and in advance of the commencement of the road construction.
 3. The minimum compensation according to the current Mountain View County Landowner Payment Schedule shall be paid to any one land owner(s) for road widening, right of entry, borrow pits and crop damages provided payment is for the same County project.
 4. Land Purchase Agreements or Right of Entry Agreements that have a negotiated compensation or mutually agreed upon terms that exceed Mountain View County Landowner Payment Schedule must be approved by the Council or his/her designate. Any negotiated terms outside of regular land purchase/fencing and other minor tasks will need Council approval.
 5. Where an agreement cannot be reached with the Landowner, it shall go before Council.
 6. Any dispute regarding acreages involved in right of entry, borrow pits and crop damages shall be determined by the county engineer or other designate.
 7. Operational Services shall be responsible for obtaining all Land Acquisition and/or Right-of-Entry Agreements.



Procedure Title: Land Acquisition and Disturbance for Road Construction

Procedure No.: 4017-01

Approval: CAO

Effective Date: November 25, 2011

Approval Date: November 25, 2011

Amended Date: January 28, 2015

Reviewed Date: February 28, 2018

Supersedes Procedure No.: Section C (6)

1 Definitions

- 1.1 Standard Road Widening - The first 17 feet (more or less) of land required for road widening purposes.
- 1.2 Extra Road Widening - Land required for road widening purposes beyond the standard road widening areas in situations such as hill cuts, back slopes, speed curves, sight distance improvements and excessive regional road right-of-way.

2 Procedures

- 2.1 Private land that needs to be purchased or utilized by the County for those construction projects that require road widening and, in some special situations, land for hill cuts, back slopes, speed curves, sight distance improvements, borrow pit etc. The procedures for land acquisition and disturbance payments are as follows: Right of Entry Agreement - Schedule A, Landowner Payment - Schedule B, Landowner Construction Amendment - Schedule C, Land Acquisition Agreement - Schedule D, and Crop & Land Disturbance Payment - Schedule E.
- 2.2 **Right of Entry** - Right of entry agreements are to be made with the registered land owners prior to the county entering their property.
- 2.3 **Borrow Pits Compensation** - Compensation will be provided for borrow pit areas or hill cut areas for use in road construction
- 2.4 **Crop Damages Compensation** - Compensation will be provided for crops that are damaged due to County road construction
- 2.5 **Land Disturbance** - Compensation will be provided for all land disturbed due to County road construction
- 2.6 **Fencing** - Fence replacement or compensation to the land owner will be provided in the event that the fence is removed due to County road construction
- 2.7 All agreements shall be completed by County Project managers or their designator

3 Right of Entry Agreement (Schedule A)

- 3.1 Some construction projects require the County to be on private land during the construction of the project. Right of Entry Agreements, completed prior to the project, give the County permission to enter private land as well as identifying the type and amount of compensation provided to the registered land owners for the nuisance created and subsequent reclamation expenses to return the land to realistic production.

4 Land Owner Construction Payment (Schedule B)

- 4.1 Operational Services will present the Landowner Payment Schedule to council for approval annually.
- 4.2 The Landowner Payment Schedule will address the payment terms for the following items:
- Land Purchase
 - Land Disturbance
 - Crop Loss
 - Fences, Installation and Replacement
 - Borrow Pits Dugouts (including a per cubic meter price for private borrow material)
 - Landscape Borrow (including a per cubic meter price for private borrow material)
 - Back sloping of Ditches
 - Test holes
- 4.2 The Landowner Construction Payment Schedule is to be completed and signed by the land owner prior to construction commencing. The Landowner Construction payment Schedule needs to ensure the following information is recorded:
- Name of land owner(s)
 - Legal description of the land
 - Date the agreement is signed
 - Any special notes or additions
 - Signatures of owner(s)
 - County staff signature
- 4.3 Copies of the completed of Landowner Construction Payment Schedule are distributed as follows:
- Original: Operations files, when project is complete then transferred to land file
 - Original: Land owner
 - Photocopy: Operational Services Project file for project

5 Land Owner Construction Amendment Agreement (Schedule C)

- 5.1 Any amendments to payment or mutually agreed upon work that is requested by the Land Owner after the initial agreement has been signed must be approved by Mountain View County Council. These amendments must be recorded on the Landowner Construction Amendment Agreement form. The Landowner Construction payment Schedule needs to ensure the following information is recorded:
- Name of land owner(s)
 - Original Right of Entry Agreement #
 - Legal description of the land
 - Date the agreement is signed
 - Agreed upon amendments

- Signatures of owner(s)
- County staff signature
- Chief Administrative Officers signature

5.2 The Landowner Payment Schedule will address the payment terms for the following items:

- Land Purchase
- Land Disturbance
- Crop Loss
- Fences, Installation and Replacement
- Borrow Pits Dugouts (including a per cubic meter price for private borrow material)
- Landscape Borrow (including a per cubic meter price for private borrow material)
- Back sloping of Ditches
- Test holes
- Special requests by landowner

6 Land Acquisition Agreement (Schedule D)

6.1 A separate Land Acquisition Agreement must be completed for each parcel of land affected by the road construction project.

6.2 Operational Services will determine the land owners affected by the project.

6.3 Operational Services does a title search on all of the properties affected by the construction project to determine the legal land owner(s).

6.4 Operational Services prepares a Land Acquisition Agreement for each land owner(s) affected by filling in the following information:

- Project Number
- Owner name(s)
- Owner address
- Legal description
- Certificate of Title Number

6.5 Operational Services completes the following information on the Land Acquisition Agreement in the presence of the land owner(s):

- Approximate number of acres required
- Number of feet of road widening required
- Side of the quarter the project is taking place on
- The amount paid per acre (according to Land Acquisition and Disturbance Policy)
- Land owner's GST number, if applicable
- Date agreement is signed
- Signatures of the owner(s) and witnesses
- County staff signature

6.6 The completed Land Acquisition Agreements are distributed as follows:

- Original: Files in Land file
- Photocopies: Land owner, Operational Services Project File, Legal Surveyor and/or County Solicitor

- 6.7 Legal Surveyor and/or County Solicitor submit Plan of Survey to Mountain View County for approval by Council. Once approved Legal Surveyor and/or County Solicitor submit signed plan to Land Tittles Office
- 6.8 All payments for land purchased will be in accordance with Mountain View County Policy No. 4003

7 Crop and Land Disturbance Payment (Schedule E)

- 7.1 Operational Services completes the Land Disturbance & Crop Damages Form which indicates the location of the disturbance, the amount of acres disturbed and the amount of crop loss.
- 7.2 If borrow material was used from a source located on private land Operational Services shall calculate the amount of material removed.
- 7.3 Upon completion of the Land Disturbance & Crop Damages form Operational Services will calculate payment for the land owner and submit a request for payment to Corporate Services.
- 7.4 A letter, with the cheque and a copy of the Crop and Land Disturbance form is provided to the land owner outlining the details making up the payment
- 7.5 All payments for Land Disturbance and material used will be completed at the end of the project.
- 7.6 Copies of the completed of Land Disturbance & Crop Damages Form and the letter detailing the payment are distributed as follows:
 - Original - Land owner
 - Photocopy - Operations Project file and to the land file

8 Compensation rates for:

- 8.1 Standard Road Widening, Extra Road Widening, Right of Entry, Borrow Pits, Crop Damages, Land Disturbance, will be paid according to the current Mountain View County Landowner Payment Schedule that is presented to Council annually.
- 8.2 Buildings that are to be purchased by the county to allow for road construction will have their value determined by the County assessor or an agreed upon qualified assessor.
- 8.3 Any dispute regarding acreages involved in right of entry, borrow pits and crop damages shall be determined by the County engineer or other designate.

**MOUNTAIN VIEW COUNTY
RIGHT OF ENTRY & BACKSLOPE AGREEMENT**

THIS AGREEMENT made in triplicate this ___ day of _____, 20___
KNOW ALL PERSONS by these presents that I/We, _____ of
_____, Alberta, GST # _____ (hereinafter referred to
as the "Owner(s)") being the owner(s) of or entitled to become the owner(s) of the land legally described as:

(the "Lands"),

do hereby, for myself (ourselves), my (our) heirs, executors, administrators and assigns and in consideration of the Compensation hereinafter set out and other good and valuable consideration (the receipt and sufficiency of which consideration is hereby acknowledged) grant to Mountain View County (hereinafter referred to as the "County") the right to enter in, on or upon and use the Land ("Right-of-Entry") by its surveyors, workers, or agents, tractors, implements, machinery and other equipment as may be necessary for the purpose of performing and completing the following work, including the cutting and cleaning of trees, brush and other growth, the excavation of, piling, detaching and removal or redistribution of earth, sand and gravel and the removal or relocation of fences and making surveys (if necessary refer to Schedule "A" Sketch Plan attached):

from the date of this Agreement until completion of the said work.

For the purposes of the foregoing, the County and the Owner(s) do hereby mutually covenant and agree each with the other as follows:

The Owner(s) shall be entitled to receive from the County the following compensation (the "Compensation") for actual and direct damage caused to the Lands by the County, its surveyors, servants or agents, in the exercise by the County of any of the rights hereby granted in connection with the Right-of-Entry,

- (i) for loss of crops;
- (ii) for disturbances to land, including backsloping;
- (iii) for other disturbances.

The Compensation shall be determined by the County in accordance with the foregoing and if such determination of the Compensation is not agreeable to the Owner(s) then the Compensation shall be determined by arbitration to be conducted by a single arbitrator in accordance with the provisions of the Arbitration Act of Alberta, as amended from time to time, which decision shall be based on the foregoing provisions and shall be binding upon the County and the Owner(s) the Arbitrator shall not substitute or vary the rates of Compensation set out in the foregoing provisions.

In the event the Right-of-Entry under this Agreement should require the removal of a fence or fences, the County and the Owner(s) agree as follows:

That there are no other terms and conditions pertaining to the Right-of-Entry & Backslope Agreement and the granting of the same to the County except as herein set out in this Agreement.

IN WITNESS WHEREOF the County and the Owner have hereunto executed this Agreement under their respective hands and seals this _____ day of _____, 20___.

Witness

Owner

Witness

Owner

MOUNTAIN VIEW COUNTY

Per: _____
(c/s)

Per: _____

CONSENT OF SPOUSE

I, _____, being married to the above named _____,
do hereby give my consent to the terms and conditions set forth in this Agreement.

Signature of Spouse

Mountain View County
2018 Landowner Construction Payment Schedule
Operational Services Projects



Land Purchase	\$3500 per acre (min \$200 payment)
<i>Right of Way widening</i>	
<i>Corner Cuts</i>	
<i>Curve Expansion</i>	
Land Disturbances	\$500 per acre (min \$200 payment)
<i>Damage to lands</i>	
<i>Stockpile of materials on land</i>	
<i>Non crop related damage</i>	
<i>All other types of damage</i>	
Crop Loss	\$500 per acre (min \$200 payment)
<i>Damage to crops before harvest</i>	
<i>Lost Crop</i>	
<i>All inclusive crop loss</i>	
Fences	Replace and repair all fences damaged at no cost
Borrow Pit Dugouts	Under 7000 cubic meters no payment
<i>Average 80m x 30m x 5m</i>	Over 7000m ³ —\$0.25 per m ³ over 7000m ³
Landscape Borrow (Offsite)	\$0.25 per cubic meter removed
<i>Removal of hills</i>	
<i>Leveling</i>	
Backsloping of the Ditch	\$500 per acre for disturbance (min \$200 payment)
<i>Extension of Ditch Slopes</i>	\$500 per acre for crop loss (min \$200 payment)
Test Holes	\$500 per acre disturbed (min \$200 payment)
<i>Soil testing for engineering</i>	

Special Notes or Additions:

Legal Land: _____

Approved, understood and accepted this _____ Day of _____ 2018

Owner(s) Signature: _____ Mountain View County Representative(s): _____



Mountain View
C O U N T Y

Private Landowner Construction Amendment to Agreement Operational Services Projects

Original Right of Entry Agreement # _____

Agreed Amendments:

Legal Land: _____

Approved, understood and accepted this _____ Day of _____ 20__

Owner(s) Signature: _____

Mountain View County Representative: _____

Chief Administrative Officer - Mountain View County

**MOUNTAIN VIEW COUNTY
LAND ACQUISITION AGREEMENT**

MEMORANDUM OF AGREEMENT entered into in triplicate,

BETWEEN:

MOUNTAIN VIEW COUNTY

a municipal corporation pursuant to the laws of the Province of Alberta (hereinafter referred to as the "County")

OF THE FIRST PART

- and -

_____ of the town of _____ address in the Province of **Alberta** (hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of the land legally described as follows:

_____ land location

as more particularly set out in Certificate of Title Number _____ registered in the South Alberta Land Registration District (hereinafter referred to as the "Lands");

AND WHEREAS the County wishes to acquire a portion of the Lands from the Owner for the purpose of constructing, extending or widening a public roadway or ditch;

AND WHEREAS the Owner is prepared to sell a portion of the Lands to the County for the above noted purpose on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the covenants and agreements hereinafter contained and of other good and valuable consideration (the receipt and sufficiency of which consideration is hereby acknowledged) the Owner and the County covenant and agree, each with the other as follows:

- 1. The Owner hereby assigns, transfers and conveys to the County and the County hereby purchases from the Owner the fee simple interest in that portion of the Lands as more specifically set out below and as will be more particularly described in a survey to be prepared and registered by the County at the South Alberta Land Registration District (hereinafter referred to as the "Right-of-Way"), which Right-of-Way consists of _____ acre(s) more or less, being _____ feet on the _____ side of the property, and which Right-of-Way and the title hereto shall be free and clear of any and all encumbrances:

2. The Owner agrees to accept the sum of \$ _____ per acre (plus any applicable G.S.T.)(G.S.T. # _____) (the "Right-of-Way Compensation") in full and final payment and settlement for the Right-of-Way being acquired by the County, provided however, if the County registers a Road Plan for the Right-of-Way showing an area greater than the area set forth in paragraph 1 hereto, the County, in addition to the Right-of-Way Compensation, shall pay to the Owner compensation for the additional area on the basis of \$ _____ (plus any applicable G.S.T.) per acre.

3. The Right-of-Way Compensation shall be paid by the County to the Owner as follows:

- (i) \$ _____ on execution of this Agreement by the parties hereto; and
- (ii) \$ _____ being the balance of the Right-of-Way Compensation, forthwith upon the Right-of-Way being removed from the Lands and the title to the Right-of-Way being transferred to the County free and clear of any and all encumbrances.

Any additional compensation payable by the County to the Owner pursuant to the provision of this Agreement shall be paid by the County to the Owner concurrently with the payment of the balance of the Right-of-Way Compensation as provided for above in paragraph 3(ii) hereof.

4. The Owner will be responsible for the payment of all taxes on or in relation to the Right-of-Way for the period from the signing of this Agreement until the later of the removal of the Right-of-Way from the Lands and the transferring of the Right-of-Way to the County free and clear of any and all encumbrances.

5. The Owner warrants that he/she is lawfully seized of the lands and has a good right to enter into this Agreement and the Owner will warrant and defend the same unto the County against the lawful claims and demands of all persons whomsoever, the Owner further warrants that he/she is not aware of any mortgages or encumbrances affecting the land or that any other person has an estate or interest therein, at law or at equity, in possession, remainder, reversion or expectancy other than those noted on the Certificate of Title.

6. From and after the date of execution of the Agreement by the Owner and the County, the County shall be at liberty to enter upon the Lands with surveyors, workmen and contractors, for the purpose of construction, extending or widening a public roadway or ditch. During the construction, extending, or widening of the public roadway or ditch, the Owner shall have reasonable access to the Lands.

7. The County shall not be under any duty or obligation to construct, extend or widen the public roadway or ditch immediately and the County shall be at liberty to construct, extend or widen the public roadway or ditch when the County in its sole and absolute discretion considers that the said construction, extension or widening is necessary and warranted.

8. The Owner hereby agrees to indemnify and save harmless the County of and from any loss, cost, claims, expenses, actions or demands arising out of the County's acquisition of the Right-of-Way from the Owner pursuant to this Agreement.

9. This Agreement shall ensure to all, and benefit and be binding upon the parties, and their heirs, executives, administrators, transferees, employees, agents, servants and assigns.

IN WITNESS WHEREOF the Owner has affixed his hand and seal and the County has affixed its seal as witnessed by the hands of its proper officer duly authorized in that behalf on the _____ day of _____, A.D., 20_____.

WITNESS

OWNER

WITNESS

OWNER

MOUNTAIN VIEW COUNTY

PER: _____

CONSENT OF SPOUSE

I, _____, being married to the above named
_____, do hereby give my consent to

the disposition of our homestead, made in the annexed instrument, and I have executed this Document for the purpose of giving up my life estate and other dower rights in the said property given to me by THE DOWER ACT, to the extent necessary to give effect to the said disposition.

(Signature of Spouse)



Mountain View
C O U N T Y

Crop Loss and Land Disturbance

Date Measured:

Location:

Landowners Name:

Project:

Total Disturbance (Acres):

Notes: