



R.M. of Frenchman Butte No. 501

POLICY TITLE <u>Right of Way Payment Policy</u>		ADOPTED BY RM Council Resolution No. 2018-03-07-017	POLICY NO. 300-05
ORIGIN/AUTHORITY RM Council	JURISDICTION RM of Frenchman Butte	AMENDMENT DATE	RESOLUTION NUMBER

Policy:

1.0 PURPOSE:

The purpose of this policy is to set the rates paid by the Rural Municipality of Frenchman Butte No. 501 for purchasing land for right of way.

2.0 DEFINITIONS:

2.1 R.M.:

Means the Rural Municipality of Frenchman Butte No. 501

2.2 Council:

Means Council of the Rural Municipality of Frenchman Butte No. 501.

2.3 Form of Agreement for Sale of Land for Right of Way:

An agreement between the R.M. and a landowner that outlines the conditions of payment and other relevant details when the R.M. is required to purchase land for the purpose of road widening.

3.0 POLICY:

It is the policy of the RM to:

3.1 Make payment for any land purchased for road construction or road widening, after all parties have signed a *Form of Agreement for Sale of Land for Right of Way*, and as per the conditions outlined in the *Form of Agreement for Sale of Land for Right of Way*. A sample copy can be found in Appendix A of this policy.

3.2 Make payment based on the following values:

- Total 2018 Saskatchewan Assessment Management Agency (SAMA) fair market assessed value of the land parcel divided by the total number of acres in the land parcel, times a factor of 1.1, with a minimum payment of \$900 per acre.

3.3 A 100% payment will be made to the Vendor from the Purchaser within 60 days of the execution of the *Form of Agreement for Sale of Land for Right of Way*.

4.0 SPECIFIC REQUIREMENTS

4.1 None

5.0 EXCEPTIONS

5.1 None

6.0 RESPONSIBILITY/INTERPRETATION/REPEALING:

All Appendices attached to this policy may be amended from time to time based on operational need. Any payment rates listed in the Appendices must match those contained within this Policy.

This policy shall be administered and interpreted by the Chief Administrative Officer; however, this policy cannot be amended without Council approval.

This policy replaces all previous policies and resolutions that have been passed by the Council of the Rural Municipality of Frenchman Butte No. 501 with respect to the application of any and all parts of this policy and the terms and conditions contained herein.

This policy shall come into force and take effect on March 7, 2018 and shall continue in full force and effect until repealed or replaced by subsequent resolution of Council.

7.0 APPENDIX A

Contains a sample copy of a *Form of Agreement for Sale of Land for Right of Way*

APPENDIX A – SAMPLE AGREEMENT

FORM OF AGREEMENT FOR SALE OF LAND FOR RIGHT OF WAY

THIS AGREEMENT made in duplicate this _____ day of _____, 20_____.

BETWEEN: OWNER A & OWNER B
ADDRESS
TOWN, SK
POSTAL CODE

Hereinafter referred to as the "Vendor"

AND: The Rural Municipality of Frenchman Butte No. 501
Box 180
Paradise Hill, Saskatchewan
SOM 2G0

Hereinafter referred to as the "Purchaser"

Witnesseth as follows, that is to say:

1. The Vendor agrees to sell to the Purchaser, who agrees to purchase from the Vendor, the following land and premises situated in the Province of Saskatchewan, and being part of the **XX** Quarter of Section **##**, Township **##**, Range **##**, West of the Third Meridian, as described on Certificate of Title **#####**, Parcel No. **#####**. That is to say, sufficient land required for public roadway to acquire a 150' (one hundred fifty foot) right of way, consisting of the most Northerly forty two feet (42') throughout the quarter section being approximately 2.5 acres.
2. For the price of **One Thousand One Hundred One Dollars and Eleven Cents (\$1101.11) per acre**, as established through the Rural Municipality of Frenchman Butte No. 501 Council Policy #300-05, known as the *Right of Way Payment Policy*, to be paid to the Vendor at Paradise Hill, Saskatchewan.

A 100% payment will be made to the Vendor from the Purchaser within 60 days of the execution of this agreement. This payment amount is determined by the following formula:

Price of Land Per Acre:	\$1101.11
Estimated Amount of Acres to be Taken:	<u>X 2.5 acres</u>
Total Payment for Land:	= \$2752.78

3. It is further agreed by the Vendor and the Purchaser that the title to the said land is to issue to Her Majesty the Queen, in Right of Saskatchewan.
4. The Purchaser will place a caveat against this property to protect its interests. The caveat will be removed once title is issued to Her Majesty the Queen, in Right of Saskatchewan.
5. The Vendor agrees to accept the sum of **\$1101.11 per acre** in accordance with Policy 300-06, known as the *Backsloping Compensation Policy*, for areas required for backsloping outside the newly established 150 foot right-of-way. This payment will be made to the Vendor once the acre amount is received by the Purchaser from the Purchaser's hired Engineering Firm.
6. The Vendor hereby grants the Purchaser, and their respective employees or agents, the right to enter onto the property beyond the newly established 150 foot right of way, as required to perform backsloping construction (including surveying, locating utilities, removing trees within

the specific backsloping area and temporary storage of brush piles and soils).

7. Special Provisions: In addition to the compensation the following special provisions shall apply:

(Vendor Initials) (RM Initials)

8. The Vendor agrees that the Municipality will remove any and all existing fences that will be affected by road construction and replace with a new fence with same number of wires. The existing fence is a:

(Vendor Initials) (R.M. Initials)

a. 2 wire fence

(Vendor Initials) (R.M. Initials)

b. 3 wire fence

(Vendor Initials) (R.M. Initials)

c. 4 wire fence

(Vendor Initials) (R.M. Initials)

d. There is no existing fence

If the landowner wishes to add additional wires beyond the number found on the existing fence, the landowner is responsible for the cost of additional labour and additional materials.

Please specify any additional materials required: _____
List materials (Vendor Initials) (RM Initials)

9. If a temporary fence is required to replace an existing fence which was removed, the Purchaser agrees to supply the temporary fence during the construction period (**initial beside the one that applies**).

(Vendor Initials) (R.M. Initials)

Temporary fence is required (3 barbed wires, wide post spacing)

(Vendor Initials) (R.M. Initials)

Temporary fence is not required

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

Witness

OWNER A

Witness Name Printed

OWNER B

Rural Municipality of Frenchman Butte No. 501

(S E A L)

REEVE

CHIEF ADMINISTRATIVE OFFICER

