



Mountain View
C O U N T Y

Procedure # 4017-01

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Procedure Title: Land Acquisition and Disturbance for Road Construction

Procedure No.: 4017-01

Approval: CAO

Effective Date: November 25, 2011

Supersedes Procedure No.: Section C (6)

1. 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.
2. Any dispute regarding acreages involved in right of entry, borrow pits and crop damages shall be determined by the County engineer or other designate.
3. Operational Services shall be responsible for obtaining all Land Acquisition and/or Right-of-Entry Agreements.
4. Land purchase agreements or Right of entry agreements that have negotiated compensation or mutually agreed upon terms that exceed Mountain View County Landowner Payment Schedule must be approved by the Chief Administrative Officer or his/her designate. Any negotiated terms outside of regular land purchase/fencing and other minor asks will need CAO approval.
5. The local area councillor shall receive copies of all land deals in his/her division.

6. Definitions

- 6.1. **Standard road widening:** The first 17 feet (more or less) of land required for road widening purposes.
- 6.2. **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.

7. Procedures

- 7.1. 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 pits 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 Loss & Land Disturbance Schedule E.
- 7.2. **Right of Entry:** Right of entry agreements are to be made with the registered land owners prior to the county entering their property.
- 7.3. **Borrow Pits Compensation:** Compensation will be provided for borrow pit areas or hill cut areas for use in road construction

- 7.4. **Crop Damages Compensation:** Compensation will be provided for crops that are damaged due to County road construction. This is a flat rate per acre, not based on crop type.
- 7.5. **Land Disturbance:** Compensation will be provided for all land disturbed due to County road construction or construction related activities.
- 7.6. **Fencing:** Fence replacement or compensation to the land owner will be provided at 100 % cost to the County, in the event that the fence is removed due to County road construction
- 7.7. All agreements shall be completed by Chief Administrative Officer or their designate.

8. **Right of Entry Agreement (Schedule A)**

- 8.1. 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.

9. **Land Owner Construction Payment (Schedule B)**

- 9.1. Operational Services will present the Landowner Payment Schedule to Council for approval annually.

- 9.2. 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

- 9.3. 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

9.4. 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

10. Land Owner Construction Amendment Agreement (Schedule C)

10.1. 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 the Chief Administrative Officer. 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

10.1. The Landowner Payment Schedule C may 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

11. Land Acquisition Agreement (Schedule D)

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

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

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

11.4. 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

11.5. 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

11.6. 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

11.7. 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

11.8. All payments for land purchased will be in accordance with Mountain View County Policy No. 4003

12. Crop and Land Disturbance Payment (Schedule E)

12.1. 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.

12.2. If borrow material was used from a source located on private land Operational Services shall calculate the amount of material removed.

12.3. County engineer may substitute Schedule E with another suitable document.

12.4. 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.

12.5. 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

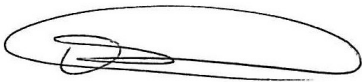
12.6. All payments for Land Disturbance and material used will be completed at the end of the project.

12.7. 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

12. Compensation rates for:

- 12.1 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.
- 12.2 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.
- 12.3 Any dispute regarding acreages involved in right of entry, borrow pits and crop damages shall be determined by the County engineer or other designate.

A handwritten signature in black ink, enclosed within a hand-drawn oval. The signature is stylized and appears to be a name.

End of Procedure

Approved: November 25, 2011