



## Policy Title: Right of Way Purchases

<b>Policy Area:</b> Transportation Services	<b>Effective Date:</b> February 28, 2024
<b>Policy Section:</b> Road Construction	<b>Updated:</b> NA
<b>Supersedes Policy:</b> RM Policy Manual Item 300-12	<b>Approved on:</b> February 28, 2024 <b>Resolution:</b> 154/24 <b>Next Review Date:</b> This Policy to be reviewed by the CAO in two years or earlier if deemed necessary.

**Policy Statement:** Whereas original road allowances are generally 20.12 meters wide (66 feet), certain road designs require wider right of ways to accommodate increased road widths or other features. Where a wider road allowance is required, the RM shall purchase the additional right of way from the adjacent landowner(s) for a standard price.

**Purpose:** The purpose of this policy is to establish guidelines for right of way purchases by the Rural Municipality of Britannia No. 502 for road construction, where additional right of way is required to meet other policy or legislated standards.

### Definitions

**Assessment or Fair Value Assessment:** means the most recently assessed value of the land recorded in the municipality's tax roll, as provide by SAMA.

**CAO (Chief Administrative Officer):** means the CAO of the municipality pursuant to section 110 of the Municipalities Act.

**Council:** means the council of the municipality.

**Road:** Any public highway vested in the Crown in right of Saskatchewan or titled in the name of the Crown in right of Saskatchewan, as defined in the Highways and Transportation Act.

**Road Allowance:** means a road allowance laid out pursuant to the authority of an Act or an Act of the Parliament of Canada.

**Road Right-Of-Way or Right of Way or ROW:** means the portion of the road allowance from the edge of the road surface to the property line of the adjacent property, including shoulder and ditch.

**Municipality:** means the Rural Municipality of Britannia No. 502 (the "RM").



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**Operations Manager:** Means the Operations Manager or designate of the Rural Municipality of Britannia No. 502.

**RM Engineer or Engineer:** means a third party engineering company hired by the municipality.

### **Responsibilities:**

Once a road construction project has been approved by council, it is the responsibility of the Operations Manager or the RM's Engineer to determine the ROW required to complete a construction project. If additional ROW is required, the area to be purchased from each surface parcel is to be provided by the Operations Manager or Engineer to the CAO. The Operations Manager or Engineer is also responsible for ensuring the survey pins at the locations where additional ROW is to be obtained are referenced prior to the commencement of any construction activities.

The CAO or their designate is responsible for drafting the ROW purchase agreement and contacting the affected landowner to discuss the agreement prior to it being issued for review and execution.

The CAO is responsible for ensuring that the agreement has been signed by all parties necessary and that an interest for the agreement is registered on the associated land title through ISC.

Once construction is complete, it is the responsibility of the Operations Manager or Engineer to have the survey pins replaced and have a new road plan issued by a Saskatchewan Land Surveyor. The actual area of ROW taken from each surface parcel will also be provided by the Operations Manager or RM Engineer to the CAO.

Fencing requirements and determining property damage as specified on the ROW Agreement are the responsibility of the Operations Manager or the RM Engineer.

Any amendment required to the agreement based on actual ROW taken and actual property damage are the responsibility of the CAO or designate. Final payment for the ROW shall be issued once the final reconciliation of ROW taken is complete and approved by council.

The CAO and Operations Manager or the CAO and RM Engineer shall work together to ensure that the Saskatchewan Land Surveyor has all necessary information and documentation required to have the new road plan surveyed. Once the plan is registered with ISC, it is the responsibility of the CAO or designate to remove the ROW interest from the subject title(s).

### **Policy:**

#### 1) **General**

##### (1) Right of Way Purchases

- (a) The municipality shall pay for road right of ways on land at the onetime rate of 2.5 times the fair value assessment with a minimum payment of \$50.00.
- (b) The municipality shall be responsible for the reclamation of the areas purchased.
- (c) Right of Way Purchase Agreements shall be formed on Schedule A to this Agreement.

#### 2) **Attachment:** Schedule A – ROW Agreement



### Rural Municipality of Britannia No. 502 Agreement for Sale of Land for Right of Way

I/we \_\_\_\_\_ being the "Owner" respecting the following property (hereinafter referred to as "the land"):

Legal Description:  
Title #:  
ISC Surface Parcel #:  
Namely: a portion of the \_\_\_\_\_ consisting of approximately \_\_\_\_\_ acres

We agree to sell to the municipality a portion of the said land (as noted above) for the purpose of road widening and construction of a merge lane.

We agree to accept the amounts as indicated below for the said land and other damages. Payment for the purchase of land for road widening, shall be made upon acceptance of this agreement by Council. I understand the RM will survey and transfer the land upon completion of road construction. I also understand that, following the completion of a legal land survey, the title of the aforementioned land will be secured in the name of His Majesty the King in Right of Saskatchewan. I agree to leave the land to be taken in its present condition and to allow the same to be used for the aforementioned purpose although the same may not yet have been surveyed.

I agree to allow the municipality to register its interest in the property by way of a caveat against the title. The caveat will be removed once final survey is complete and said survey plan is registered at land titles.

**1. Land:**

(\$/acre = \$ \_\_\_\_\_ Current Land Assessment of parcel divided by \_\_\_\_\_ acres in parcel X 2.5)

Estimated area \_\_\_\_\_ acres at \$ \_\_\_\_\_ per acre \$ \_\_\_\_\_

**2. Damages:**

Permanent property damages outside the right of way under agreement to be purchased, shall be paid at 2.5 times the assessment value of land per acre (maximum amount of area will be a distance of no more than 25 metres outside the right of way under agreement for purchase, without further negotiation with the Owner). Payment of damages to the owner shall be made upon completion of construction and upon RM's receipt of Engineer's report. Any backsloping outside the right of way will have the black dirt replaced and the RM shall not bury black dirt outside the required right of way.

(\$/acre = \$ \_\_\_\_\_ Current Land Assessment of parcel divided by \_\_\_\_\_ acres in parcel X 2.5)

Damaged Area \_\_\_\_\_ acres at \$ \_\_\_\_\_ per acre \$ \_\_\_\_\_.

**3. Payment**

We agree that payment for right of way taken, and any damages that may occur, shall be made to the following individual(s):

\_\_\_\_\_

*\*\* if same as landowners listed above, write "SAME"; if different, clearly print who payment shall be made to and what percentage of payment to each individual listed. Parties signing this agreement are in favour of payment being made as noted above.*

**4. Fencing (as per RM of Britannia Policy TS-010):**

Does a fence currently exist? \_\_\_\_\_(yes) \_\_\_\_\_ (no)

The RM will supply the labour for any required fence removal.

Replacement of an existing fence will be undertaken by the RM only, and the RM will replace an existing fence with a new fence after construction. The new fence will consist of three wires, 3 - 4 inch diameter, 6 foot posts which will be placed a minimum of 16 feet apart as well as replacement of existing gates. If we require any additional (or upgraded) fencing, the associated costs (labour and material) will be our responsibility.

We will undertake to find alternate accommodation for my livestock, if required. If this is not possible, the RM will erect a temporary fence which will be an electric fence and we will maintain this fence until such time as the permanent fence can be constructed. If an electric fence is not suitable the RM will install a temporary 2 wire fence, and we will be responsible for the cost of the wire.

**5. Other:** (conditions, considerations or instructions)

The Owner bears the responsibility to disclose any items which may have an impact on this activity.

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The parties agree this agreement includes indemnification to the effect that the Owner and the RM, their officers, servants, employees or agents will be indemnified and saved harmless from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage or loss or destruction of property, economic loss or infringement of rights caused by or arising directly from this Agreement.

This Agreement is of the same force as a covenant running with the land, shall ensure to the benefit of, and is binding upon the Owner, the RM and their respective executors, administrators, successors and assigns.

In Witness Whereof I hereunto subscribe my name this \_\_\_\_\_ day of \_\_\_\_\_, 202X

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Land Owner Name**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Land Owner Name**

**Rural Municipality of Britannia No. 502**

**Reeve** \_\_\_\_\_

**(Seal)**

**Administrator** \_\_\_\_\_

<b><u>For Office Use Only</u></b>
Approving Resolution # _____.
Date of Resolution _____
Cheque # _____
Interest Reg # at ISC _____
Interest # at ISC _____

Project \_\_\_\_\_ Roll \_\_\_\_\_