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| SECTION: TRANSPORTATION | SUBJECT: RIGHT TO ENTER AGREEMENT |
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Original Resolution No.: 84-1-24  
 Revised Resolution No.: 97-04-04  
 Revised Resolution No.: 00-06-21

**Agreement for Right to Enter**

Between: County of Warner No. 5 and \_\_\_\_\_  
 Box 90, Warner, AB T0K 2L0 Landowner  
 \_\_\_\_\_  
 Address

known by all men present, that I, \_\_\_\_\_ of \_\_\_\_\_ in the Province of Alberta, being the registered owner of the below listed lands, for the consideration hereafter mentioned, do hereby, for myself, my heirs, administrators, executors and assigns, grant and assign unto the County of Warner No. 5 of the said Province, the right to enter by its surveyors, workmen or agents upon the following lands, viz:---Land Location \_\_\_\_\_

for the purpose of building the road through the said land, and take upon the said land for that purpose all such workmen, tractors, and equipment as may be necessary and I hereby grant and release to the said County of Warner No. 5 all soil from the land as may be ascertained by such surveyors, workmen or agents to be necessary for the construction of the said road.

**BACK SLOPING, DUGOUT, LANDSCAPING AND RE-SEEDING**

The County of Warner, at its own expense will back slope the borrow pit and leave the area in a neat and tidy condition. Other conditions agreed to are as follows:

1. County of Warner No. 5 to back slope on said land \_\_\_\_\_  
 Agreed by Landowner
2. Dugout to be dug on said land. \_\_\_\_\_  
 Agreed by Landowner
3. Landscaping to be done on said land. \_\_\_\_\_  
 Agreed by Landowner
4. Disturbed grassland to be re seeded on said land. \_\_\_\_\_  
 Agreed by Landowner

**RIGHT OF WAY PURCHASE AND EXCHANGE**

The County of Warner No. 5 will take title to the required right of way and the price for the right of way will be established by one or more of the following methods:

1. As negotiated with the landowner but cannot exceed the maximum amounts as stated in Policy 320.14 and the price agreed to is \_\_\_\_\_ per acre.  
 \_\_\_\_\_  
 Agreed by Landowner
2. Appraised value plus ten (10) percent.  
 \_\_\_\_\_  
 Agreed by Landowner
3. Exchange of old right of way for new right of way and pay the negotiated price per acre on any difference in the number of acres.  
 \_\_\_\_\_  
 Agreed by Landowner

4. If any of the above options are not agreed to, any special conditions of right of way purchase and exchange shall be approved by County Council and those conditions are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Agreed by Landowner

**FENCING**

A serviceable fence must be in existence and in a state of good repair. The condition of the fence is to be determined by the Superintendent of Public Works and Bylaw Officer. When a right of entry agreement is being negotiated with the landowner, the County agrees to one of the following options for the fence replacement:

**Option No. 1** The County will remove the fence and will salvage as much of the fence materials as possible. The County will rebuild the fence after the road construction is completed. If there is additional fence material required above that of the salvaged material, the County will supply fence material which is at least equal to the quality of the fence material removed. The County will install the same number of wires as in the original fence. If the landowner wishes additional fence wires to be installed, the additional cost for materials will be the responsibility of the landowner.

\_\_\_\_\_  
County of Warner No. 5

\_\_\_\_\_  
Landowner

**OR**

**Option No. 2** The County agrees to pay the landowner Twelve Hundred Dollars (\$1200) per mile for removing and rebuilding the fence. If there is additional fence material required above that of the salvaged material, the County will supply fence material which is at least equal to the quality of the fence material removed. The County will not be responsible to replace salvageable fence materials that were intentionally destroyed and may have been utilized in the newly constructed fence. The County will install the same number of wires as in the original fence. If the landowner wishes additional fence wires to be installed, the additional cost for materials will be the responsibility of the landowner.

\_\_\_\_\_  
County of Warner No. 5

\_\_\_\_\_  
Landowner

**OR**

**Option No. 3** The County agrees to pay Eight Hundred and Fifty dollars (\$850) per mile if the County removes the fence and the landowner replaces it. If there is additional fence material required above that of the salvaged material, the County will supply fence material which is at least equal to the quality of the fence material removed. The County will not be responsible to replace salvageable fence materials that were intentionally destroyed while the landowner replaces the fence. The County will install the same number of wires as in the original fence. If the landowner wishes additional fence wires to be installed, the additional cost for materials will be the responsibility of the landowner.

\_\_\_\_\_  
County of Warner No. 5

\_\_\_\_\_  
Landowner

**CROP DAMAGE**

Average estimated yield per acre \_\_\_\_\_

Average market value per bushel \_\_\_\_\_

TOTAL CROP DAMAGE \_\_\_\_\_

The County of Warner No. 5 hereby agrees to pay \$\_\_\_\_\_ as compensation for crop damage.

IN WITNESS WHEREOF I have hereunto subscribed my name this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed by the said

\_\_\_\_\_)  
Print Name of Landowner

in the presence of

\_\_\_\_\_)  
Witness Signature

\_\_\_\_\_  
Land Owner Signature

\_\_\_\_\_  
Administrator - County of Warner No. 5