



Incorporated

R.M. of Frenchman Butte No. 501

POLICY TITLE Right of Way Payment Policy		ADOPTED BY RM Council Resolution No. 2018-03-07-017 EFFECTIVE DATE March 7, 2018	POLICY NO. 300-05
ORIGIN/AUTHORITY RM Council	JURISDICTION RM of Frenchman Butte No. 501	Amended: October 13, 2021 February 25, 2026 Rescinded:	Resolution No. 2021-10-13-032 2026-02-25-015 Resolution No.

1.0 POLICY:

The RM of Frenchman Butte No. 501 is committed to providing fair and consistent compensation to landowners for land acquired for municipal road construction or widening. Payments are based on assessed land values and formalized through a standardized agreement to ensure transparency and timely payment for affected property owners.

2.0 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.

3.0 PROCEDURE:

The Right of Way Payment Process is as follows:

3.1. Agreement Execution: When land is required for road construction or widening, the RM will prepare a Form of Agreement for Sale of Land for Right of Way (Appendix A). Payment will only be made after this agreement is signed by all parties.

3.2 Compensation will be calculated using the following formula:

- Determine the total 2018 SAMA assessed fair market value of the full land parcel.
- Divide that value by the total number of acres in the parcel.
- Multiply the per-acre value by 2.0, with a guaranteed minimum of \$900 per acre.

3.3 Payment Timeline: The RM will issue full payment to the landowner within 60 days of the agreement being executed.

4.0 ADMINISTRATION:

This policy shall be administered and interpreted by the Chief Administrative Officer (CAO). The CAO shall review this policy every three years and bring forth amendments to Council for approval.

5.0 REPEAL:

This policy repeals and rescinds all previous policies and resolutions related to its subject matter as passed by the Council of the Rural Municipality of Frenchman Butte No. 501.

6.0 EFFECTIVE DATE:

This policy came into effect on February 25, 2026, and shall remain in force until it is repealed or amended by a subsequent resolution of Council.

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: X 2.5 acres
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

