



LAND AGREEMENTS

Agreement made this _____ day of _____ A.D. 20____.

BETWEEN:

(HEREINAFTER CALLED "LANDOWNER")

AND:

Municipality of Kneehill County
Box 400, 1600 2nd Street NE, Three Hills, Alberta
(HEREINAFTER CALLED "KNEEHILL COUNTY")

LAND LOCATION

PT. OF THE _____ OF SECTION _____ TOWNSHIP _____ RANGE _____ **W4TH**



RIGHT OF ENTRY:

I/We _____ of _____, Alberta being the registered owner (purchaser) of the above mentioned land, hereby consent to the entry of the above mentioned land by Kneehill County or designates with the necessary personnel, material and equipment as the County or designates deem necessary, with the County indemnifying above landowner and its' principles against all claims from Kneehill County's employees or designates for injuries. Kneehill County assumes all responsibility for damages caused by these preliminary investigations.

Landowner

Witness

Landowner

Kneehill County CAO or Designate

BORROW AREA:

BACKSLOPING DITCHES:

UTILITY RECLAMATION:

- a) Backsloping the area adjacent to the road (on the _____ side of the land).
- b) Removal of dirt from a borrow area to be located in a location agreed upon by the landowner and the authorized agent of Kneehill County.

THE FOLLOWING TERMS AND CONDITIONS WILL APPLY:

- 1. Top soil will be removed, stockpiled and spread back over the disturbed area when project completed.
- 2. Removal and/or replacement of any fences will be dealt with in accordance with Kneehill County Policies.

Indicate here the condition of the existing fence:

Useable

Unusable

It is preferable to replace a fence a sufficient distance back from Kneehill County road allowance to prevent damage from snow drifting or snowplowing operations.

If the landowner replaces or requires Kneehill County to replace his fence on property line, Kneehill County will not accept any responsibility for damages to the fence for any reason.

- 3. Kneehill County will remove any mail box which may interfere with the project and will re-set upon completion of project.
- 4. This agreement will be null and void if the work is not commenced within three years from the date of this agreement.
- 5. Any compensation due will be paid upon completion.
- 6. This agreement will not be valid if any of the negotiated rates for compensation exceed the rates established by existing Kneehill County policy, unless and until the agreement is approved by Council.
- 7. Kneehill County will re-seed the ditch area of the road allowance with their standard roadside mixture. This mixture consists of 70% certified creeping red fescue and 30% certified slender wheat grass, seeded at 50 lbs per acre. An additional 25 lbs per acre of Winter Wheat or Fall Rye is added to the mixture for quick root establishment.

If applicable please indicate Landowner's choice

Landowner may select from the following grasses, to create their own mixture for their land.

- Brome Grass: _____%
- Creeping Red Fescue: _____%
- Orchard Grass: _____%
- Alfalfa: _____%
- Timothy: _____%
- Wild Rye Grass _____%
**All grass purchased will be certified*

If the Landowner wishes grass seed that is not listed, they must purchase and seed at their own expense.

- 8. Any crop or hay on the area of land to be disturbed for the project will be destroyed if it is not removed prior to commencement of the project. Compensation will be paid for crop loss/damage only.

Please indicate if the land to be disturbed is:

- Pasture/Hay In Crop (or to be cropped)
- Summer fallow Stubble

Please indicate any special terms and conditions:

Landowner

Witness

Landowner

Kneehill County CAO or Designate

****Reclamation of project has been completed to the satisfaction of the Landowner:****

Landowner

Date

Landowner

Kneehill County CAO or Designate



LANDOWNER REQUEST FOR DITCH CLEANING BACKSLOPING:

1. The Landowner hereby agrees and the County is hereby given free right of entry to enter upon the said land for the purpose of doing whatever work is necessary in order to properly clean and back slope the said ditch area and to spread the dirt removed from the said ditch area back onto the adjoining privately owned land.
2. Kneehill County will not pay compensation to the Landowner for such right of entry, or for removal and or replacement of fences, nor will Kneehill County be responsible for removal or replacement of any fences in order to accommodate the proper completion of the ditch cleaning back sloping work.
3. Kneehill County WILL NOT pay any compensation for general land damages or crop damage unless it is ascertained and mutually agreed between the County and the Landowner that damage to the land or crops did occur as a result of the said back sloping work.
4. The back sloped ditch area will be re-seeded to grass using the Counties roadside mixture of creeping red fescue and slender wheat grass.
5. If area not to be seeded please indicate here. _____
6. Requested work will be done at the discretion of the CAO or designate and will be dependent on availability of equipment and manpower.

Landowner

Witness

Landowner

Kneehill County CAO or Designate

LAND PURCHASE:



1. The Landowner further agrees to transfer and assign unto Kneehill County that portion of the said lands as may be ascertained by such surveyors, workmen or agents deemed necessary for the said project.
2. The Landowner also agrees to accept into his land title any portion of the said lands that may have been accepted from the land title and now ascertained as not forming part of the new road survey. All costs to transact these lands to the landowner will be borne by the municipality.
3. Kneehill County estimates the land required for such project to be _____ ACRES more or less.

CONSIDERATION:

4. Kneehill County hereby agrees to pay the Landowner for the land required and taken for the said project a sum of money calculated as per Policy 13-18.
5. Consideration for the said land will be paid to the Landowner title of the Right of Way being removed from the Lands and transferred to the County free and clear of any and all encumbrances. The legal survey will be undertaken by Kneehill County at its own expense.
6. Upon provision of a GST number from the Landowner, GST will be paid by Kneehill County on the agreed purchase price. The Landowner will be responsible for reporting the GST. GST Number: _____.

REPRESENTATIONS AND WARRANTIES:

7. The LANDOWNER has not used all or any portion of the LANDS (or portions under the Lands) to generate, manufacture, refine, transport, store, handle, dispose or transfer any Hazardous substances.

Definition of "Hazardous Substances" means: Toxic, hazardous, dangerous or potentially dangerous substances of any kind whatsoever (as determined by the PURCHASER, acting reasonably) including, without restricting the generality of the foregoing, urea formaldehyde, asbestos, PCB transformers and those elements, materials, substances or compounds which are regulated by federal, provincial or local statute, law, ordinance, code, rule, regulation order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous or potentially dangerous waste, substance or material of any kind or nature whatsoever.

LAND PURCHASE (CONTINUED):

IN WITNESS WHEREOF The Owner(s) has (have) hereunto subscribed his (their) name(s) this ____ day of _____ A. D. 20____.

AND Kneehill County has hereunto affixed its corporate name and seal, duly attested by the hands of its proper officers in that behalf, this ____ day of _____ A. D. 20____.

SIGNED BY THE SAID

Landowner

Landowner

Landowner(s) in the presence of:

Witness Signature

Print Witness Name

KNEEHILL COUNTY PER:

Reeve

CAO

LAND PURCHASE (CONTINUED):

CONSENT OF SPOUSE

I _____ being married to _____ do hereby give my consent to the disposition of our homestead made in this instrument and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by The Dower Act, to the extent necessary to give effect to the said disposition.

Signature of Spouse

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by _____ apart from her husband (or his wife).
2. She (He) acknowledged to me that she (or he):
 - a) Is aware of the nature of the disposition or agreement.
 - b) Is aware the Dower Act, gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent.
 - c) Consents to the disposition (or agreement) for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by THE DOWER ACT, to the extent necessary to give effect to the said disposition (or agreement).
 - d) Is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

DATED at _____ in the Province of Alberta, this _____ day of _____ A.D. 20__.

A Commissioner for Oaths in and for the Province of Alberta.

DOWER ACT AFFIDAVIT

I _____ in the Province of Alberta _____ make oath and say:

1. That I am the Landowner (or Transferor) named in the within instrument.
2. That I am not now married
OR:
3. That neither myself nor my spouse has resided on the within mentioned land at any time since our marriage.
OR:
4. That a judgment for damages was obtained against me by my spouse and registered in the Land Titles Office as No. _____ dated the _____ day of _____ A.D. 20__.

SWORN before me at _____, in the Province of Alberta, this _____ day of _____ A.D. 20__.

Owner

A Commissioner for Oaths in and for the Province of Alberta.