

Acquisition of Land Rights for a Transmission Line Corridor



Land rights

In the planning phase and final route selection for a new transmission line, all land rights required to construct and operate the facilities are identified.

When impacted land is privately owned, NB Power contacts each landowner to review the specific land rights that are required for the project.

Sometimes, simple notification is required where activities are allowed for in NB Power's governing legislation. This includes notification for environmental and archaeological studies and also for undertaking geotechnical investigations/programs. These activities need to be conducted in the early planning stages of a project.

The term "land rights" refers to the acquisition of easement interests and other interests in land, such as, but not limited to leases, licenses and permits that may be temporary in nature and are required for the project. In some circumstances, fee simple land acquisition may be required.

NB Power is committed to building and maintaining respectful relationships with landowners, municipalities and communities potentially impacted by its projects through meaningful and respectful discussions.

It is NB Power's objective to make every reasonable effort to reach a mutually acceptable agreement that supports and facilitates timely resolutions and fair compensation to all landowners.

Compensation package

An important element of NB Power's land rights acquisition strategy is the compensation package that is offered to landowners affected by a project. Land rights compensation considers the fair market value of the land, associated improvements, along with potential loss in value to the remaining land and where applicable, may include loss of merchantable timber and crops.

Valuations are completed by an independent appraisal firm, whose appraisers are accredited and have a designation from the Appraisal Institute of Canada. The compensation offer made to landowners is a one-time payment and varies based on the individual land traits and the nature of the interest in land required.

In exchange for the compensation offer, NB Power requires a grant of easement or other type of interest on the property impacted. NB Power's standard easement terms are attached for reference. These terms include the rights and obligations of the landowner and NB Power.

Expropriation process

NB Power may be required to use the Expropriation Act process. This process is sometimes invoked to ensure the project schedule is not at risk and may be required to address title issues on properties where owners cannot be identified or title to the land is not clear. When invoked, the expropriation process runs at the same time as the landowner engagement and negotiations. During any expropriation process, NB Power commits to continue in good faith to negotiate with all landowners and attempt to come to agreeable compensation terms.

Standard Terms of NB Power Easement

THIS EASEMENT HEREBY CONVEYS the right to cut any and all trees beyond such width as may in falling or felling be, in the opinion of the Grantee, a menace to their work; together with the right of way at all times to the Grantee, its servants, agents and employees from the public highway to the transmission lines with vehicles, equipment and machinery for the purpose of this agreement and the operation, maintenance, repair and replacement of the said transmission lines.

TO HAVE AND TO HOLD for the proper purposes aforesaid and benefit of the Grantee the use of the lands and premises hereby granted unto the Grantee, its successors and assigns forever. The Grantor reserves after the completion of the said work on transmission lines the right and privilege of cultivating, tilling and raising crops, excepting trees, on such portions of the lands and premises as are not used by the Grantee for the purposes of this Agreement as approved by the Grantee in its sole discretion.

THE GRANTOR HEREBY COVENANTS promises and agrees with the Grantee, as follows:

1. That the Grantee, its servants, agents and employees may enter upon, clear the said lands and premises of all brush, undergrowth, trees, buildings and erections of every nature and kind whatsoever, and keep the same cleared as aforesaid, place upon the lands and premises all materials, equipment and machinery necessary for the building and construction of the aforesaid towers and transmission lines, and place the same according to the plans of construction and manner as determined by the Grantee.
2. That the Grantor will not build, erect or maintain, or permit any buildings or erections to be placed on the said lands and premises, without the written consent of the Grantee.
3. That the Grantor will not do any act or thing or suffer or permit any act to be done which will injure the said installations or components thereof which it is within his power to prevent.

THE GRANTEE HEREBY COVENANTS promises and agrees with the Grantor as follows:

1. That the Grantee will at all times fully compensate the Grantor for any loss or injury which it may do to the property and/or crops of the Grantor in the exercise of its right of entry upon the said lands and premises at any time for the purpose of surveying, building and inspecting the said transmission lines and making repairs and replacements thereof.
2. That the Grantee shall indemnify and save harmless the Grantor from all liabilities, damages, claims, suits and actions arising, directly or indirectly, from the use by the Grantee of the said lands and premises, and/or from the exercise by the Grantee of any of its rights herein, other than liabilities, damages, claims, suits and actions arising, directly or indirectly, from the negligence or willful misconduct of the Grantor.

THIS AGREEMENT is entered into without prejudice to the statutory rights of the Grantee to execute all powers and privileges with reference to the aforesaid lands and premises as may be provided by the law, which rights the Grantee may exercise in its discretion or any other right conferred upon the Grantee by any other Statute.

THIS AGREEMENT to enure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties hereto.