



Deputy Minister  
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4999-98 Avenue  
Edmonton, Alberta T6B 2X3  
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September 26, 2014

Marcel Ulliac  
Interim Chief Administrative Officer  
9909 Franklin Avenue  
Fort McMurray, AB T9H 2K4

Dear Mr. Ulliac:

Further to the application above noted development, we advise as follows.

An agreement in principle has been reached between Alberta Transportation and Pacific Investments & Development Ltd. for access to a portion of the development from Prairie Creek Business Park to Highway 63. The agreement will initially provide for two signalized intersections on Hwy 63 at Government Road and Crown Avenue that would facilitate approximately 400-450 acres of the proposed development. The parties will consult and reach an agreement on required access for the remaining portion of the Prairie Creek Business Park.

Based on this agreement in principle, Alberta Transportation supports all planning for Prairie Creek Business Park proceeding as quickly as possible.

Alberta Transportation and Pacific Investments & Development Ltd. intend to execute and deliver a copy of the access agreement to the RMWB as soon as possible.

In the meantime, Alberta Transportation staff are available to work with RMWB municipal planners on the basis that there is an access agreement in place.

In light of the history of the Prairie Creek Business Park planning process, Alberta Transportation is prepared to devote the resources necessary to complete the planning process on an urgent basis. Alberta Transportation will support RMWB as required to complete any outstanding circulation and review of the land use and subdivision applications on an expeditious basis.

If you have any questions or concerns, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andre Corbould".

Andre Corbould  
Deputy Minister

cc: Dennis Doherty, President, Pacific Investments and Development Ltd.

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**PACIFIC INVESTMENT GP LTD.**

**(hereinafter described as "Pacific")**

**-and-**

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA  
as represented by the MINISTER OF TRANSPORTATION**

**(hereinafter described as "the Minister")**

**BACKGROUND**

**WHEREAS** pursuant to Section 2(2) of the *Highways Development and Protection Act*, R.S.A. 2004, title to all provincial highways is vested in the Crown in Right of Alberta;

**AND WHEREAS** pursuant to Section 3 of the *Highways Development and Protection Act*, all provincial highways in the Province of Alberta are subject to the direction, control and management of the Minister, including the north-south highway in northern Alberta known as Provincial Highway No. 63 ("Highway 63");

**AND WHEREAS**, Pacific is the registered owner of certain lands located within the Regional Municipality of Wood Buffalo in the Province of Alberta and intends to proceed with the development of those lands as a commercial development to be known as the Prairie Creek Business Park, which borders Highway 63;

**AND WHEREAS** the proposed Prairie Creek Business Park is a "development" requiring a permit from the Minister pursuant to Section 4 of the *Highways Development and Protection Regulation*, Alta. Reg. 326/2009;

**AND WHEREAS** the Minister is willing to provide Pacific with the required authorizations and permits subject to the terms and conditions as set forth in this Agreement;

**AND WHEREAS**, the parties have determined that proper access to the Prairie Creek Business Park will require the construction of points of access located at Government Road Allowance, Crown Avenue and King Way to ensure proper access and to ensure the safe operation of Highway 63 for the protection of the travelling public;

**NOW THEREFORE**, in consideration of the following terms and conditions, the Minister and Pacific agree as follows:

**1. Definitions and Interpretation**

In this Agreement the following terms shall have the following meanings, respectively:

"Agreement" means this agreement including Schedule "A", which is attached and forms part of this agreement;

"Access" means the access to and from the Development from Highway 63 to be located at Government Road Allowance, Crown Avenue and King Way;

"Approved Methodologies" means professionally developed and industry approved methodologies and related technical information set out in the Traffic Impact Assessments that have been provided to the Minister, all as updated by Pacific from time to time, in addition to any new Traffic Impact Assessments that may be prepared by Pacific and delivered to the Minister;

"Development" means the Prairie Creek Business Park located on the Lands comprising approximately 780 developable acres;

"Effective Date" means the effective date of this Agreement, which is the date this Agreement is executed by the Minister;

"HDP Regulation" means the *Highways Development and Protection Regulation*, Alta. Reg. 326/2009;

"Lands" means the lands described as Plan 1025452, Block 1, Lot 1, containing 431 Hectares (1,065.02 acres) More or Less, Excepting thereout: Road Plan 1025453- 34.2 Hectares (84.51);

"Parties" or "Party" mean the Minister and Pacific or either of them;

"Specifications" means all specifications and requirements imposed or required by the Minister with respect to transportation improvements and include, but are not limited to,

(i) Standard Specifications for Highway Construction—Edition 15, 2013 as supplemented by Specification Amendments for Highway and Bridge Construction—Edition 14, 2010,

(ii) Specifications for Bridge Construction, Edition 15, 2013,

(iii) Engineering Consultant Guidelines for Highway and Bridge Projects, Transportation—Volume 1, 2011 and Volume 2, 2013,

(iv) Environmental Construction Operations Plan (ECO Plan) Framework, May 2005,

- (v) Design Guidelines For Erosion and Sediment Control for Highways, March 2003 (Revised May 2003),
- (vi) Traffic Accommodation in Work Zones -- Edition 1, 2008,
- (vii) Alberta Transportation Design and Construction Bulletins,
- (viii) Alberta Transportation Highway Geometric Design Guide,
- (ix) Alberta Transportation Roadside Design Guide, November 2007, and
- (x) Highway Capacity Manual (HCM), 2000;

"Stage 1 and Stage 2" means the development of that part of the Lands identified in Schedule "A";

"Stage 1 and Stage 2 Development Permit" means a development permit issued by the Minister pursuant to the HDP Regulation for the development of Stage 1 and Stage 2;

"Stage 3" means the development of all or part of the remaining part of the Lands following completion of Stage 1 and Stage 2, as identified in Schedule "A";

"Stage 3 Development Permit" means a development permit issued by the Minister pursuant to the HDP Regulation for the development of all or part of Stage 3.

## **2. Stage 1 and Stage 2 Development**

2.1 The Minister hereby authorizes the construction of Stage 1 and Stage 2 of the Development as a "development" pursuant to Section 4 of the HDP Regulation. The Minister shall provide the Stage 1 and Stage 2 Development Permit to Pacific following receipt and approval of the design and construction schedule for the Access at Government Road Allowance and at Crown Avenue.

2.2 Upon issuance of the Stage 1 and 2 Development Permit, Pacific may commence Stage 1 and Stage 2 of the Development and proceed to develop the maximum number of acres identified in Schedule "A" pursuant to the conditions of the Stage 1 and 2 Development Permit.

2.3 The Parties acknowledge and agree that the Stage 1 and 2 Development Permit applies to Stage 1 and Stage 2 only and to the maximum number of acres identified in Schedule "A" and that Pacific must apply for separate development permits for Stage 3 of the Development.

2.4 Pacific shall be responsible at its sole cost for the construction and installation of the Access to be located at Government Road Allowance and Crown Avenue to provide access to Stage 1 and Stage 2.

2.5 The Government Road Allowance and Crown Avenue Access shall be designed, installed and constructed in accordance with the Specifications.

### **3. Stage 3 Development**

3.1 Pacific may apply at any time for a Stage 3 Development Permit, provided that it is acknowledged and agreed that the Minister shall issue a Stage 3 Development Permit only after being reasonably satisfied that the following requirements have been met:

(a) Pacific has provided to the Minister all relevant technical information developed in accordance with the Approved Methodologies, including the design and construction schedule for the Access proposed to accommodate Stage 3;

(b) the Access proposed to accommodate Stage 3 is consistent with the Approved Methodologies and the Specifications; and

(c) the King Way Access, together with the Crown Avenue Access and the Government Road Allowance Access, provides access to the Development consistent with the Approved Methodologies for a period of 20 years from the issuance of the final Stage 3 Development Permit.

3.2 In the event the proposal for Access does not meet the requirements set out in Section 3.1, following consultation with Pacific, the Minister may issue a Stage 3 Development Permit for a lesser area of developable acres such that the Stage 3 of the Development complies with the requirements set out in Section 3.1.

3.3 In the event the Minister issues a Stage 3 Development Permit under Section 3.2, Pacific may apply at any time for a Stage 3 Development Permit for the remainder of the Development, provided that the requirements set out in Section 3.1 are met.

### **4. King Way Access**

4.1 Pacific will be responsible at its sole cost for the design, construction and installation of the King Way Access to provide access to the Development.

4.2 The King Way Access will be designed, installed and constructed in accordance with the Specifications.

4.3 The King Way Access may be completed any time after the Stage 3 Development Permit has been issued by the Minister, provided that the Access is designed, installed and constructed in accordance with the Specifications.

### **5. General Terms and Conditions**

5.1 Each Party (each a "Recipient") shall maintain in confidence any confidential information provided by or on behalf of the other Party (the "Disclosing Party") in the course of the performance of this Agreement. The Recipient shall not disclose any such confidential information to any third party nor use such confidential information for any purpose other than the purpose for which it was provided or the performance of the Recipient's obligations hereunder, without the prior written consent of the Disclosing Party. For certainty, when used herein, "confidential information" shall not include any information: (a) known to the Recipient prior to it being provided by or on behalf of the Disclosing Party; (b) which, at the time of

disclosure, is in the public domain; or (c) obtained by the Recipient from a third party who did not receive it in confidence directly or indirectly from the Disclosing Party or its representatives. In the event that Recipient is required to disclose the Disclosing Party's confidential information pursuant to any Applicable Law or an order from a court of competent jurisdiction, Recipient shall only disclose such portion of the confidential information that it is legally required to disclose, and shall use all reasonable efforts to obtain confidential treatment for any confidential information so disclosed. Recipient shall promptly notify the Disclosing Party of the required disclosure and any relevant information in respect thereto so that the Disclosing Party may take appropriate steps to protect such confidential information from such disclosure.

5.2 Either Party may, by notice in writing, appoint a representative to act on its behalf in matters pertaining to this Agreement.

Notices or communications required or desired to be given pursuant to this Agreement may be given to the Minister by delivery to or by mail addressed:

**Regional Director, Fort McMurray Region  
Alberta Transportation  
3rd Floor, Twin Atria Building  
4999 - 98 Avenue  
Edmonton, Alberta, T6B 2X3**

Notices or communications required or desired to be given pursuant to this Agreement may be given to Pacific by delivery to or by mail addressed:

**President  
Pacific Investments & Development Ltd.  
223- 17<sup>th</sup> Avenue S.E.  
Calgary, AB T2G 1H5**

Either party may change its address by advising the other party in writing.

Proof of the giving of any notice not sent by registered mail shall be on the party giving the same. Notices mailed shall be deemed to have been given at the time they would be delivered in the ordinary course of mailing.

5.3 The Parties agree to give this Agreement a fair and reasonable interpretation and application and, when required, to negotiate with fairness and candor for any modifications or alterations thereof for the purpose of carrying out the intent of this Agreement and rectifying any omission in any of these provisions.

5.4 This Agreement contains the entire agreement of the Parties concerning the subject matter of this Agreement and no other understandings or agreements verbal or otherwise exist between the Parties.

5.5 No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a Party unless it is expressed in writing. A waiver by a Party of any breach shall not limit or affect that party's rights with respect to other or future breach.

5.6 Each Party agrees to from time to time and at all times hereafter, without further consideration, do and perform all such further acts and execute and deliver all such further assignments, notices, release and other documents and instruments as may reasonably be required to more fully effect or assure the rights and obligations of the parties as provided herein.

5.7 Pacific shall not be an agent of the Minister for any purpose and have no authority to bind the Minister in any manner. The Minister shall not be an agent of Pacific for any purpose and have no authority to bind Pacific in any manner.

5.8 Pacific shall not assign, transfer or dispose, in whole or in part, of this Agreement or any of the rights and privileges conferred hereby without first obtaining the written consent of the Minister, which consent may not be unreasonably withheld.

5.9 Pacific acknowledges and agrees that at any time prior to the completion of the Interchange if Pacific transfers its interest in the Development to a third party, Pacific will notify the Minister no less than 30 days prior to such transfer taking effect and will assign this Agreement to the transferee of Pacific's interest.

5.10 This Agreement may be executed in counterparts, in which case the Parties acknowledge and agree that (i) the counterparts together shall constitute one Agreement; and (ii) communication of execution by fax transmission or e-mailed in PDF format shall constitute good delivery.

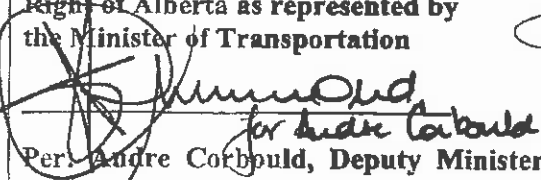

#### 6. Term and Termination

6.1 The term of this Agreement shall be from the Effective Date and will expire upon the completion of the Access, unless the Agreement is terminated sooner.

6.2 Either party may terminate this Agreement by notice in writing to the other party providing no less than six months' notice.

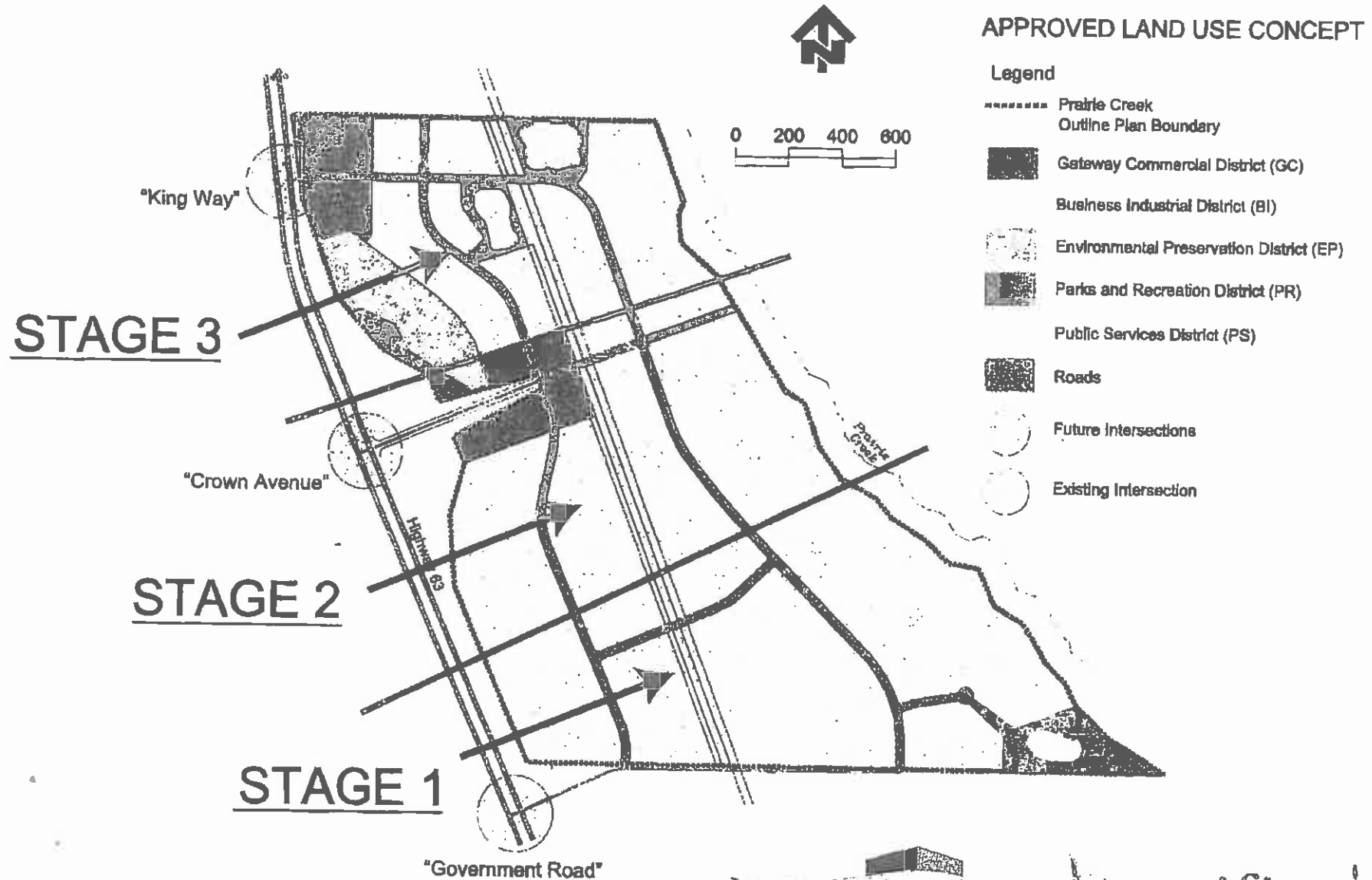
6.3 Termination of this Agreement shall not affect any permit that may have been issued by the Minister pursuant to the HDP Regulation.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the 27 day of OCTOBER, 2014.

<b>HER MAJESTY THE QUEEN in Right of Alberta as represented by the Minister of Transportation</b>  Per: Andre Corbould, Deputy Minister of Transportation	<b>PACIFIC INVESTMENT GP LIMITED</b>  Name: Authorized Representative:
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# SCHEDULE "A"

to the Memorandum of Agreement



**PRAIRIE CREEK**  
BUSINESS PARK

**pacific**