

COR/2024/13826-001

May 29, 2025

Dear Applicant:

**Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act, 2015 (Our File #: TI/235/2024)**

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On November 7, 2024, the Department of Transportation and Infrastructure received your request for access to the following records:

*All correspondence sent/received regarding the St. Clare's hospital replacement for ADM, DM and Minister from March 29, 2024, to present.*

I am pleased to inform you that a decision has been made by the Deputy Minister for Transportation and Infrastructure to provide access to some of the requested information. Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the **Access to Information and Protection of Privacy Act, 2015** (the Act):

**Section 29(1)(a):** *The head of a public body may refuse to disclose to an applicant information that would reveal advice, proposals, recommendations, analyses or policy options developed by or for a public body or minister;*

**Section 30(1)(a) and (b):** *The head of a public body may refuse to disclose to an applicant information (a) that is subject to solicitor and client privilege or litigation privilege of a public body; or (b) that would disclose legal opinions provided to a public body by a law officer of the Crown.*

**Section 35(1)(b):** *The head of a public body may refuse to disclose to an applicant information which could reasonably be expected to disclose financial, commercial, scientific or technical information that belongs to a public body or to the government of the province and that has, or is reasonably likely to have, monetary value*

**Section 35(1)(d):** *The head of a public body may refuse to disclose to an applicant information which could reasonably be expected to disclose information, the disclosure of which could reasonably be expected to result in the premature disclosure of a proposal or project or in significant loss or gain to a third party;*

**Section 35(1)(g):** *The head of a public body may refuse to disclose to an applicant information which could reasonably be expected to disclose information, the disclosure of which could reasonably be expected to prejudice the financial or economic interest of the government of the province or a public body;*



**Section 39(1)(a)(ii), (b), and (c)(iii):** *The head of a public body shall refuse to disclose to an applicant information (a) that would reveal (ii) commercial, financial, labour relations, scientific or technical information of a third party; (b) that is supplied, implicitly or explicitly, in confidence; and (c) the disclosure of which could reasonably be expected to (iii) result in undue financial loss or gain to any person*

**Section 40(1):** *The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.*

As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible in accordance with the Act (please see below).

<b>Pages redacted</b>	<b>Sections ATIPPA, 2015</b>
1-4, 9-19, 41-42, 43-57, 65-67, 81-82, 86, 87, 90-92, 95, 105-109, 110-111, 112, 121, 122-124, 127, 130	30(1)(a)
65-67, 86	35(1)(b), 39(1)(a)(ii), (b), (c)(iii)

In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner  
4th Floor, Beothuck Building  
20 Crosbie Place  
P. O. Box 13004, Stn. A  
St. John's, NL. A1B 3V8

Telephone: (709) 729-6309  
Toll-Free: 1-877-729-6309  
Email: [commissioner@oipc.nl.ca](mailto:commissioner@oipc.nl.ca)



You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

Please be advised that this request may be published on the [Completed Access to Information Requests](#) website. Requests will be posted when possible, but no sooner than three business days after a response is sent electronically, or five business days where a response is sent by mail. Please note that requests for personal information will not be posted online. Additional details regarding the process for publishing requests online can be found [here](#).

If you have any further questions, please contact me by email at [ATIPP-TI@gov.nl.ca](mailto:ATIPP-TI@gov.nl.ca).

Sincerely,

**Brittany Rego**  
ATIPP Coordinator

### **Access or correction complaint**

**42.**(1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52(1) or 53(1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;

(b) a decision respecting an extension of time under section 23;

(c) a variation of a procedure under section 24; or

(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.

### **Direct appeal to Trial Division by an applicant**

**52.** (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner's refusal under subsection 45(2).

**From:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Sent:** Monday, November 18, 2024 12:28 PM  
**To:** Carroll, Michael  
**Cc:** Edwards, Herb, Burse, Robyn  
**Subject:** RE: Kenmount Crossing

Hi Michael,

Nothing at the moment, I am looking into it with our Financial Group.

Thanks,  
Blair

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**From:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Sent:** November 18, 2024 11:31 AM  
**To:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Cc:** Edwards, Herb <herbedwards@gov.nl.ca>; Bursey, Robyn <rburse@gov.nl.ca>  
**Subject:** RE: Kenmount Crossing

Hi Blair, wondering if you had any information on the progress of the appraisal?

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**From:** Carroll, Michael  
**Sent:** Wednesday, November 13, 2024 6:48 PM  
**To:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Cc:** Edwards, Herb <herbedwards@gov.nl.ca>; Bursey, Robyn <rburse@gov.nl.ca>  
**Subject:** RE: Kenmount Crossing

Hi Blair,  
I believe he has seen it, but will provide it again for good measure.

---

**From:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Sent:** Wednesday, November 13, 2024 3:39 PM  
**To:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Subject:** Kenmount Crossing

Hi Michael,

Just wanted to check with you about the Joint Ownership and Access Agreement that I have sent to you previously regarding the Private Water System.

Have you forwarded this to your Legal Counsel? And has there been any discussions with him on this topic? This Agreement will need to be part of the Purchase and Sale Agreement. We wanted to be sure that you have briefed him on it before we bring it up in our response to the Draft PSA. Or does Government have a different approach planned to the Private Water System.

*Thank-you,*  
*Blair*

*Blair McNiven, P. Eng.*  
*General Manager*  
*H3 Development Limited*

**From:** Edwards, Herb  
**Sent:** Wednesday, November 13, 2024 8:34 PM  
**To:** Carroll, Michael  
**Cc:** Bursey, Robyn  
**Subject:** RE: Kenmount Crossing Land

s. 30(1)(a), s. 30(1)(b)

[Redacted]

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**From:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Sent:** Wednesday, November 13, 2024 6:54 PM  
**To:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** FW: Kenmount Crossing Land

[Redacted]

s. 30(1)(a)

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**From:** Carroll, Michael  
**Sent:** Wednesday, July 24, 2024 9:01 AM  
**To:** Spracklin-Reid, Darlene <DarleneSpracklinReid@gov.nl.ca>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** FW: Kenmount Crossing Land

Hi Darlene,  
I met yesterday with Blair McNiven. He provided the attached two documents for lands at Kenmount Crossing. [Redacted]

Please let me know if you wish to discuss further.

s. 35(1)(d)

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**From:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Sent:** Tuesday, July 23, 2024 12:27 PM  
**To:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Subject:** Kenmount Crossing Land

Hi Michael,

Thanks for meeting!

As discussed, please find attached the Subdivision Plan PDF.

s. 29(1)(a), s. 35(1)(d)

[Redacted]

If you require anything further do not hesitate to reach out.

*Thank-you,  
Blair*

*Blair McNiven, P. Eng.  
General Manager  
H3 Development Limited*

**From:** Carroll, Michael  
**Sent:** Wednesday, November 13, 2024 6:54 PM  
**To:** Edwards, Herb  
**Cc:** Bursey, Robyn  
**Subject:** FW: Kenmount Crossing Land  
**Attachments:**

Attachment removed under section 30(1)(a)

[Redacted]

[Redacted]

s. 30(1)(a)

**From:** Carroll, Michael  
**Sent:** Wednesday, July 24, 2024 9:01 AM  
**To:** Spracklin-Reid, Darlene <DarleneSpracklinReid@gov.nl.ca>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** FW: Kenmount Crossing Land

Hi Darlene,

I met yesterday with Blair McNiven. He provided the attached two documents for lands at Kenmount Crossing. [Redacted]

[Redacted]

s. 35(1)(d)

Please let me know if you wish to discuss further.

**From:** Blair McNiven <[bmcniven@kenmountcrossing.ca](mailto:bmcniven@kenmountcrossing.ca)>  
**Sent:** Tuesday, July 23, 2024 12:27 PM  
**To:** Carroll, Michael <[MichaelCarroll@gov.nl.ca](mailto:MichaelCarroll@gov.nl.ca)>  
**Subject:** Kenmount Crossing Land

Hi Michael,

Thanks for meeting!

As discussed, please find attached the Subdivision Plan PDF.

[Redacted]

If you require anything further do not hesitate to reach out.

s. 29(1)(a), s. 35(1)(d)

Thank-you,  
**Blair**

**Blair McNiven, P. Eng.**  
General Manager  
H3 Development Limited

**From:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Sent:** Wednesday, November 13, 2024 3:42 PM  
**To:** Bursey, Robyn  
**Subject:** Kenmount Crossing

Hi Robyn,

I sent the email below to Michael Carroll, but I received an Out of Office message. Can you provide any comment on this?

*Thank-you,  
Blair*

*Blair McNiven, P. Eng.  
General Manager  
H3 Development Limited*

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**From:** Blair McNiven  
**Sent:** November 13, 2024 3:39 PM  
**To:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Subject:** Kenmount Crossing

Hi Michael,

Just wanted to check with you about the Joint Ownership and Access Agreement that I have sent to you previously regarding the Private Water System.

Have you forwarded this to your Legal Counsel? And has there been any discussions with him on this topic? This Agreement will need to be part of the Purchase and Sale Agreement.

We wanted to be sure that you have briefed him on it before we bring it up in our response to the Draft PSA. Or does Government have a different approach planned to the Private Water System.

*Thank-you,  
Blair*

*Blair McNiven, P. Eng.  
General Manager  
H3 Development Limited*

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**From:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Sent:** Tuesday, November 12, 2024 2:30 PM  
**To:** Carroll, Michael  
**Cc:** Bursey, Robyn, Edwards, Herb  
**Subject:** RE: Kenmount Crossing

Perfect. Thanks.

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**From:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Sent:** November 12, 2024 1:47 PM  
**To:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>; Edwards, Herb <herbedwards@gov.nl.ca>  
**Subject:** RE: Kenmount Crossing

Hi Blair,  
My understanding is that the City will not need to be involved in the process. We will provide notice to the City of the transfer, to address the change in taxes.

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**From:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Sent:** Tuesday, November 12, 2024 12:53 PM  
**To:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** Kenmount Crossing

Hi Michael,

We are trying to finalize the legal survey for the lands at Kenmount Road.

Once we have the survey done, we generally submit it to the City of St. John's to have it subdivided. This process allows the City to formally recognize the parcel that it meets the requirements of the Zoning and to confirm it can be developed. This process also allows the tax bill to be sent to the purchaser once the transaction has been completed. This process can sometimes take an extended amount of time as they go through their internal processes through multiple departments.

Is there anything you guys can do on your end to fast track this process or is there a different way to proceed?

*Thank-you,  
Blair*

*Blair McNiven, P. Eng.  
General Manager  
H3 Development Limited  
709-693-4397*

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**From:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Sent:** November 1, 2024 11:38 AM  
**To:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** RE: Kenmount Crossing Land

Hi Blair,

Understood. I have communicated this.  
Thanks.

---

**From:** Blair McNiven <[bmcniven@kenmountcrossing.ca](mailto:bmcniven@kenmountcrossing.ca)>  
**Sent:** Friday, November 1, 2024 11:35 AM  
**To:** Carroll, Michael <[MichaelCarroll@gov.nl.ca](mailto:MichaelCarroll@gov.nl.ca)>  
**Cc:** Bursey, Robyn <[rbursey@gov.nl.ca](mailto:rbursey@gov.nl.ca)>  
**Subject:** RE: Kenmount Crossing Land

Hi Michael,

I don't foresee any issues other than the one we spoke of: This parcel is not part of the parcel being purchased and is for sale. When this parcel sells the sign may have to be relocated.

Trusting this is acceptable.

*Thank-you,  
Blair*

*Blair McNiven, P. Eng.  
General Manager  
H3 Development Limited*

---

**From:** Carroll, Michael <[MichaelCarroll@gov.nl.ca](mailto:MichaelCarroll@gov.nl.ca)>  
**Sent:** November 1, 2024 11:05 AM  
**To:** Blair McNiven <[bmcniven@kenmountcrossing.ca](mailto:bmcniven@kenmountcrossing.ca)>  
**Cc:** Bursey, Robyn <[rbursey@gov.nl.ca](mailto:rbursey@gov.nl.ca)>  
**Subject:** RE: Kenmount Crossing Land

Hi Blair,

Thanks for meeting with me yesterday. The Department has decided to install the sign along Kenmount Road just inside the berm as shown in the attached picture. I believe this work is scheduled to happen during the weekend. Please reach out if you foresee any issues.

Thanks.

---

**From:** Blair McNiven <[bmcniven@kenmountcrossing.ca](mailto:bmcniven@kenmountcrossing.ca)>  
**Sent:** Wednesday, October 30, 2024 2:55 PM  
**To:** Carroll, Michael <[MichaelCarroll@gov.nl.ca](mailto:MichaelCarroll@gov.nl.ca)>  
**Subject:** Re: Kenmount Crossing Land

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hi Michael, I'm free tomorrow afternoon. 3:30 works. See you there. I will be [REDACTED] s. 40(1)

Sent from my iPhone

On Oct 30, 2024, at 2:24 PM, Carroll, Michael <Michael<sup>23</sup>Carroll@gov.nl.ca> wrote:

Hi Blair,

Wondering if you were free late tomorrow to visit the site? I'm thinking 3:30, but flexible.

**MICHAEL CARROLL, P.ENG**  
Director (A), Planning and Accommodations  
Department of Transportation and Infrastructure  
Government of Newfoundland and Labrador  
(709) 729-2892 (office)  
[MichaelCarroll@gov.nl.ca](mailto:MichaelCarroll@gov.nl.ca)

**From:** Edwards, Herb  
**Sent:** Tuesday, November 12, 2024 1:33 PM  
**To:** Farewell, James, Carroll, Michael  
**Cc:** Bursey, Robyn  
**Subject:** RE: Kenmount Crossing

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**From:** Farewell, James <JamesFarewell@gov.nl.ca>  
**Sent:** Tuesday, November 12, 2024 1:16 PM  
**To:** Carroll, Michael <MichaelCarroll@gov.nl.ca>; Edwards, Herb <herbedwards@gov.nl.ca>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** RE: Kenmount Crossing

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**From:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Sent:** Tuesday, November 12, 2024 1:09 PM  
**To:** Edwards, Herb <herbedwards@gov.nl.ca>; Farewell, James <JamesFarewell@gov.nl.ca>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** FW: Kenmount Crossing

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**From:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Sent:** Tuesday, November 12, 2024 12:53 PM  
**To:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** Kenmount Crossing

Hi Michael,

We are trying to finalize the legal survey for the lands at Kenmount Road.

Once we have the survey done, we generally submit it to the City of St. John's to have it subdivided. This process allows the City to formally recognize the parcel that it meets the requirements of the Zoning and to confirm it can be developed. This process also allows the tax bill to be sent to the purchaser once the transaction has been completed. This process can sometimes take an extended amount of time as they go through their internal processes through multiple departments.

Is there anything you guys can do on your end to fast track this process or is there a different way to proceed?

*Thank-you,*  
*Blair*

**Blair McNiven, P. Eng.**  
General Manager  
H3 Development Limited  
709-693-4397

---

**From:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Sent:** November 1, 2024 11:38 AM  
**To:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** RE: Kenmount Crossing Land

Hi Blair,  
Understood. I have communicated this.  
Thanks.

---

**From:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Sent:** Friday, November 1, 2024 11:35 AM  
**To:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** RE: Kenmount Crossing Land

Hi Michael,

I don't foresee any issues other than the one we spoke of: This parcel is not part of the parcel being purchased and is for sale. When this parcel sells the sign may have to be relocated.

Trusting this is acceptable.

*Thank-you,*  
**Blair**

**Blair McNiven, P. Eng.**  
General Manager  
H3 Development Limited

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**From:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Sent:** November 1, 2024 11:05 AM  
**To:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** RE: Kenmount Crossing Land

Hi Blair,  
Thanks for meeting with me yesterday. The Department has decided to install the sign along Kenmount Road just inside the berm as shown in the attached picture. I believe this work is scheduled to happen during the weekend.  
Please reach out if you foresee any issues.

Thanks.

**From:** Blair McNiven <[bmcniven@kenmountcrossing.ca](mailto:bmcniven@kenmountcrossing.ca)>  
**Sent:** Wednesday, October 30, 2024 2:55 PM  
**To:** Carroll, Michael <[MichaelCarroll@gov.nl.ca](mailto:MichaelCarroll@gov.nl.ca)>  
**Subject:** Re: Kenmount Crossing Land

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Sent from my iPhone

On Oct 30, 2024, at 2:24 PM, Carroll, Michael <[MichaelCarroll@gov.nl.ca](mailto:MichaelCarroll@gov.nl.ca)> wrote:

Hi Blair,  
Wondering if you were free late tomorrow to visit the site? I'm thinking 3:30, but flexible.

**MICHAEL CARROLL, P.ENG**  
Director (A), Planning and Accommodations  
Department of Transportation and Infrastructure  
Government of Newfoundland and Labrador  
(709) 729-2892 (office)  
[MichaelCarroll@gov.nl.ca](mailto:MichaelCarroll@gov.nl.ca)

**From:** Edwards, Herb  
**Sent:** Friday, November 8, 2024 3:24 PM  
**To:** Gary Peddle  
**Cc:** Bursey, Robyn, McLachlan, Taryn  
**Subject:** Agreement of Purchase and Sale - NL- H3 - Kenmount Crossing  
**Attachments:** Agreement of Purchase and Sale - H3 - Kenmount Crossing - Nov 5, 2024.docx

Hi Gary

Attached please find the first draft of an Agreement of Purchase and Sale between the Province and your client. Please review it and advise of any changes that you may propose.

I am advised by the Department of Transportation and Infrastructure [TI] that Assistant Deputy Minister, Robyn Bursey, has spoken to a representative of your client, Blair McNiven and I understand H3 is agreeable to NL commencing some clearing and grubbing on the site before this Agreement is executed. If you can confirm that, TI can draft and send to you a Right of Entry Agreement for review.

I have cc'ed Taryn McLachlan of Justice and Public Safety as she is assisting me on this file. Just as an FYI, I will be out of the office between November 18-22 and Taryn has agreed to tend to any issue that may arise on this file while I am away.

Thank you

herb

# AGREEMENT OF PURCHASE AND SALE

**BETWEEN:** H3 DEVELOPMENT LIMITED, a body corporate duly incorporated pursuant to the laws of Newfoundland and Labrador

("H3")

**AND:** HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Transportation and Infrastructure

("NL")

**WHEREAS** H3 is the legal and beneficial owner of the Subject Lands (as hereinafter defined).

**AND WHEREAS** H3 has agreed to sell and NL has agreed to purchase the Subject Lands as described in Schedule A attached hereto;

**NOW THEREFORE** in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged by the Parties, and in further consideration of conditions set out in this Agreement the Parties hereto covenant and agree as follows:

## 1. DEFINITIONS

- (a) "Agreement" means this entire Agreement of Purchase and Sale, including 'Annex A'.
- (b) "Parties" means NL and H3.
- (c) "Closing Date" means the date upon which the Parties shall complete a Conveyance of the Subject Lands in accordance with the terms and conditions of this Agreement;
- (d) "Agreement Date" means the date this Agreement is executed by NL;
- (e) "Conveyance" means a conveyance by Deed of Conveyance from H3 to NL of all right, title and interest of H3 in the Subject Lands.

- (f) "Environmental Laws" shall have the meaning as set out in clause 7 (a).
- (g) "Hazardous Substances" means any material or substance that may impair the quality of the environment or which under Environmental Laws is deemed to be "hazardous", a "pollutant", "toxic", "deleterious", "caustic", "dangerous", a "waste", a "hazardous material", a "source of contamination" or analogous substances including, without limitation, petroleum products, and petroleum-derived substances, polychlorinated biphenyls, and flammable and radioactive materials.
- (h) "Subject Lands" means the lands described in Schedule A, comprised of an area of 64 acres, including all structures and erections contained on, over or under the Subject Lands, subject to any easements and rights of way located on, over or under the Subject Lands.

## 2. GENERAL

- (a) Words importing the singular may include the plural, and words denoting the masculine may include all other genders, if the context so requires.
- (b) The Subject Lands shall remain at the risk of H3 until the Closing Date;
- (c) For the purposes of this Agreement, the term "NL" shall be deemed to include servants, officials, employees, contractors, and agents of the His Majesty the King in Right of Newfoundland and Labrador;
- (d) This Agreement shall be binding upon the Parties hereto and their respective administrators and assigns.
- (e) All time frames noted as 'days' herein are deemed to be business days (Monday to Friday – excluding statutory and civic holidays) unless otherwise specified;
- (f) H3 and NL acknowledge and agree that any information supplied to it by the other party in respect of the transaction contemplated hereunder, and which is not in the public domain, is confidential and shall not be disclosed to any third party or used for any other purposes whatsoever except to comply with a court order or a provision of the *Access to Information and Protection of Privacy Act*.
- (g) Any failure of NL or H3 to insist upon strict performance of or compliance with any of the covenants, terms or conditions contained in this Agreement or any subsequent Conveyance shall not void or nullify this Agreement or any subsequent Conveyance and shall not be deemed a waiver of any rights or remedies that either party may have or a waiver of any subsequent breach or default by either party;
- (h) Any failure of NL to insist upon strict performance of or compliance with the laws of NL and the City of St. John's, shall not void or nullify this Agreement or any subsequent Conveyance and shall not be deemed a waiver of any rights or remedies that, NL may have or a waiver of any subsequent breach or default by H3;

- (i) The order of the sections of this Agreement shall not signify any particular order of importance in contemplation or enforcement of this Agreement or in the event of a dispute respecting this Agreement;
- (j) If any covenants, terms, or conditions of this Agreement are held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining covenants, terms, and conditions of this Agreement shall not be affected or impaired in any way;
- (k) H3 shall not assign any of its rights or obligations under this Agreement.
- (l) The headings to the Articles hereto have been inserted for convenience of reference only and are not to be used in the interpretation of this Agreement.
- (m) Notwithstanding the provisions of this Agreement requiring the giving of notice by way of certified mail, it is understood and agreed between the parties hereto that notice may be given by way of personal service, whether it be a time of mail service disruption or otherwise, upon an officer or responsible employee of the party to be notified.
- (n) Time shall in all respects be of the essence in this Agreement.
- (o) This Agreement contains the entire Agreement between H3 and NL as to the sale of the Subject Lands, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the subject matter hereof. This Agreement cannot be changed in any way except by a written instrument signed by the Parties hereto.
- (p) This Agreement of Purchase and Sale may be executed in any number of counterparts, each of which when delivered shall be deemed to be an original and all of which together shall constitute one and the same document.
- (q) Executed PDF or fax copies of this Agreement have the same binding effect as the original executed Agreement.

### 3. **CLOSING DATE**

H3 and NL agree that the Closing Date shall be **Friday, January 31, 2025** (the "Closing Date").

### 4. **DEPOSIT**

On October 30, 2024 NL paid a deposit to H3 in the amount of two million, nine hundred and fifty thousand dollars (\$2,950,000.00) ( the "Deposit").If at any time after this Agreement has been executed NL decides not to proceed with the purchase of the Subject Lands for reasons other than issues related to title to the Subject Lands or the environmental condition of the Subject Lands, as set out in clause 16, then the Deposit shall be paid to H3. If at any time after this Agreement has been executed NL decides not to proceed with the purchase of the Subject Lands for reasons related to title to the Subject

Lands or the environmental condition of the Subject Lands, as set out in clause 16, then the Deposit shall be returned to NL within three (3) days of a written request from NL.

**5. PURCHASE PRICE**

NL and H3 agree that the purchase price of the Subject Lands shall be four hundred and twenty-five thousand dollars (\$425,000.00) per acre for the 54 acres being purchased for a total of twenty-two million, nine hundred and fifty thousand dollars (\$22,950,000.00) (the "Purchase Price") minus the Deposit for a total sum of twenty million dollars (\$20,000,000.00) to be paid by NL to H3 on or before the Closing Date. H3 and NL agree that the Purchase Price shall be adjusted up or down once the exact measurements of the Subject Lands are confirmed by a survey.

**6. H3 CONTRIBUTION**

H3 shall donate to NL ten (10) acres of the Subject Lands in return for an official income tax receipt for four million, four hundred and fifty thousand dollars (\$4,450,000.00) representing a price of four hundred and twenty-five thousand dollars (\$425,000.00) per acre. NL shall provide the income tax receipt requested once H3 has provided to NL an appraisal/assessment completed by an independent party confirming that four hundred and twenty-five thousand dollars (\$425,000.00) per acre represents market value.

**7. ENVIRONMENTAL MATTERS**

The following representations and warranties of H3 shall apply:

- (a) H3 has been and is in compliance with all applicable federal, provincial, municipal and local laws, statutes, ordinances, by-laws, and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency relating to the protection of the environment, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, discharge, transport or handling of any Hazardous Substance ("Environmental Laws");
- (b) H3 has not used or permitted to be used, except in compliance with all Environmental Laws, the Subject Lands to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance;
- (c) H3 has never received any notice of, nor has been prosecuted for any offence alleging, non-compliance with any Environmental Laws, and H3 has not settled any allegation of non-compliance short of prosecution. There are no orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Subject Lands nor has H3 received notice of any of the same;
- (d) H3 has not caused or permitted, nor does it have any knowledge of, the release, in any manner whatsoever, of any Hazardous Substance on or from the Subject Lands. Any Hazardous Substances and all other wastes and other materials and

substances used in whole or in part by H3 on the Subject Lands has been disposed of, treated and stored in compliance with all Environmental Laws.

## 8. REPRESENTATIONS AND WARRANTIES OF H3

H3 represents and warrants to NL, to the best of its knowledge, as of the date hereof (and will represent and warrant to NL as of the Closing Date) and acknowledges that NL is relying upon such representations and warranties in connection with its purchase of the Subject Lands, as follows:

- (a) Title to Real Property - H3 has the exclusive right to possess, use and occupy the Subject Lands, and has good and marketable title in fee simple to the Subject Lands, free and clear of all liens, charges, encumbrances and securities except as to any registered restrictions or covenants that run with the land and satisfactory to NL and any existing electrical or communications infrastructure which is located on, over or under the Subject Lands by way of formal or implied easement;
- (b) The current uses of the Subject Lands comply with all regulations, statutes, enactments, laws and by-laws including, without limitation, those dealing with zoning, parking, access fire and public health and safety and Environmental Laws;
- (c) No alteration, repair, improvement or other work has been ordered, directed or requested in writing to be done or performed to or in respect of the Subject Lands by any municipal, provincial or other competent authority, which alteration, repair, improvement or other work has not been completed, and H3 knows of no written notification having been given to it of any such outstanding work being ordered, directed or requested, other than those that have been complied with;
- (d) All accounts for work and services performed and materials placed or furnished upon or in respect of the Subject Lands have been fully paid and satisfied, and no person is entitled to claim a lien under any construction or repairer's lien legislation or similar legislation against the Subject Lands or any part thereof, other than current accounts in respect of which the payment due date has not yet passed;
- (e) There is nothing owing in respect of the Subject Lands by H3 to the City of St. John's or to any other corporation or commission owning or operating a public utility for water, electrical power, other than current accounts in respect of which the payment due date has not yet passed;
- (f) No part of the Subject Lands has been taken or expropriated by any federal, provincial, municipal or other competent authority nor has any notice or proceeding in respect thereof been given or commenced;
- (g) The Subject Lands are in good condition and are suitable for the purposes for which they are currently being used;
- (h) The Subject Lands are fully serviced and has suitable access to public roads, and there are no outstanding levies, charges or fees assessed against the Subject Lands by any public authority (including development or improvement levies, charges or fees).

- (i) This Agreement has been duly executed and delivered by H3 and is a legal, valid and binding obligation of H3, enforceable against H3 by NL in accordance with its terms.
- (j) H3 is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

**9. PHASE 1 ENVIRONMENTAL SITE ASSESSMENT**

H3 shall provide to NL a Phase 1 Environmental Site Assessment report concerning the Subject Lands and sufficient time to review the report before the Closing Date.

**10. REPRESENTATIONS AND WARRANTIES OF NL**

NL represents and warrants to H3 as of the date hereof (and will represent and warrant to H3 as of the Closing Date) and acknowledges that H3 is relying upon such representations and warranties in connection with its sale of the Subject Lands, as follows:

- (f) NL is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).
- (g) This Agreement and the HST Indemnity to be provided by NL under this Agreement, when executed, will be duly executed and delivered by NL and will be a legal, valid and binding obligation of NL, enforceable against NL by H3 in accordance with its terms.

**11. CLOSING REQUISITIONS OF NL**

- (a) On or before the Closing Date, H3 shall deliver to NL a deed in proper form for registration, conveying good and marketable title to the Subject Lands, not subject to any liens, charges, security, encumbrances or title exceptions of any kind whatsoever.
- (b) On or before the Closing Date, H3 shall deliver to NL evidence of any approvals necessary for H3 to complete the sale of the Subject Lands.
- (c) H3 shall deliver within twenty-one (21) days of Agreement date, such certificates in form and substance satisfactory to NL's solicitor, acting reasonably, showing no proceedings, registrations, assessments, claims, demands, levies or amounts outstanding in respect of or under, but not limited to the following:
  - (i) A judgement enforcement clearance;
  - (ii) Clearance letter from the Department of Finance, Government of Newfoundland and Labrador;
  - (iii) A corporate resolution approving the transaction;
  - (iv) A certificate of good standing from the Registry of Companies;

- (v) Clearance letter from Workplace NL with respect to the Workplace Health, Safety and Compensation Act;
  - (vi) Clearance letter with respect to the Labour Standards Act;
  - (vii) Clearance letter with respect to the Bank Act;
  - (viii) Clearance letter with respect to the Bankruptcy and Insolvency Act;
  - (ix) A clear Municipal Tax Certificate from the City of St. John's
- (d) H3 shall have delivered to NL a current survey for the Subject Lands, acceptable to NL's counsel, such survey shall accurately describe the Subject Lands as it presently exists and shall show no encroachments on the Subject Lands and that no part of the Subject Lands encroaches upon property owned by any others.
  - (e) All other terms of this Agreement have been complied with on the Closing Date.

## 12. **CLOSING REQUISITIONS OF H3**

- (a) The Purchase Price in accordance with clause 5.
- (b) If applicable, NL shall deliver to H3 on the Closing Date, a certificate confirming that it will remit the HST payable on this transaction directly to the Canada Revenue Agency and shall indemnify H3 in respect thereof.

## 13. **TAX**

With respect to HST payable pursuant to the Act, the Parties covenant and agree that since NL is a registrant for purposes of the Excise Tax Act (Canada), on the Closing Date H3 shall not collect HST from NL in respect of this transaction and NL shall file returns and remit such HST to the appropriate governmental authority when and to the extent required by the Act and NL shall provide to H3 on closing an Indemnity in a form satisfactory to H3.

## 14. **EXPIRY OF AGREEMENT**

If a Conveyance of the Subject Lands is not finalized by the Closing Date, this Agreement shall be deemed terminated and of no force or effect whatsoever and no fault or liability shall rest against NL or H3 as a result.

## 15. **INSPECTION BY NL**

- (a) Prior to the Closing Date, NL shall be fully liable and responsible, entirely at its own expense, to conduct any necessary consultation, testing, assessment, or inspection of the Subject Lands in order to satisfy itself with respect to:

- (i) The amount of taxes, rates or assessments which may now be and which may continue to be applicable against the Subject Lands after the Closing Date;
  - (ii) The environmental condition of the Subject Lands. NL may conduct any additional environmental assessments, including Phase I and Phase II assessments, as NL deems necessary to ensure that the Subject Lands complies with all environmental standards, which assessments will be at NL's own cost. NL shall notify H3 of any environmental assessments to be conducted by it and this Agreement shall be conditional on the completion of such assessments prior to the Closing Date and NL's satisfaction with the results thereof.
  - (iii) The condition of any structures or erections located on, over or under the Subject Lands;
  - (iv) The condition and suitability of the Subject Lands for any existing or intended development, use, possession, or occupation;
  - (v) Any Federal, Provincial, Municipal, and other regulatory approvals or permits which may be required to carry out any development, use, possession, or occupation of the Subject Lands;
  - (vi) Ingress, egress, and access to the Subject Lands;
  - (vii) The boundaries of the Subject Lands;
  - (viii) Any rights of way, easements, reservations, encumbrances, or encroachments which may exist on, over or under the Subject Lands;
- (b) If required, NL may request access to the Subject Lands at any time from 8 am to 5 pm Monday to Friday between the Agreement Date and the Closing Date, excluding statutory and civic holidays, to conduct any consultation, testing, assessment, or inspection required to satisfy itself with respect to section 7(a).
- (c) NL may commission, entirely at its own expense, any contractors which may be necessary or required to conduct any consultation, testing, assessment, or inspection of the Subject Lands in order to satisfy itself with respect to section 7(a). NL shall ensure that its contractors hold all necessary liability insurance policies required for entry and work on the Subject Lands and H3 shall hold no liability or responsibility in this regard.
- (d) If intrusive consultation, testing, assessment, or inspection is required:
- (i) Prior to any consultation, testing, assessment and inspection, NL and its contractors shall, entirely at their own expense, obtain all necessary regulatory approvals and permits to carry out such testing, assessment, and inspection;
  - (ii) During consultation, testing, assessment and inspection, NL and its contractors shall, entirely at their own expense, ensure that the Subject

Lands is properly secured in accordance with all applicable safety and engineering standards and guidelines;

- (iii) During consultation, testing, assessment, and inspection, NL and its contractors shall immediately terminate any testing, assessment, or inspection if any environmental contamination or historical artifacts or objects are suspected, found or identified on or under the Subject Lands;
- (iv) Upon conclusion of consultation, testing, assessment or inspection, NL and its contractors shall ensure that the Subject Lands are restored as close as reasonably possible to the condition existing upon entry.

## 16. **WITHDRAWAL FROM AGREEMENT**

NL may withdraw from this Agreement in writing at any time between the Agreement Date and the Closing Date if it is not satisfied with H3's title to the Subject Lands or because it is not satisfied with the environmental condition of the Subject Lands.

## 17. **CONDITIONS OF CONVEYANCE**

- (a) Conveyance of the Subject Lands to NL shall be:
  - (i) Subject to this Agreement of Purchase and Sale;
  - (ii) Subject to all formal and implied easements and rights of way located on, over or under the Subject Lands which may or may not be identified on the schedules attached hereto;
  - (iii) Inclusive of all structures and erections contained on, over or under the Subject Lands;

## 18. **SURVEY**

H3 shall commission and pay for a survey of the Subject Lands completed by a licensed Newfoundland and Labrador land surveyor and shall provide a copy of the survey to NL upon receipt.

## 19. **TAXES AND ASSESSMENTS**

After the Closing Date, H3 shall be responsible for any applicable taxes, rates, and assessments on the Subject Lands.

## 20. **CONFLICT OF INTEREST**

No member, employee, official, agent or contractor of NL shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

**21. COSTS**

The Parties shall be fully responsible for their own costs in this matter, including any costs associated with the current or future use of the dispute resolution options outlined in this Agreement.

**22. NON-AGENCY**

This Agreement does not provide H3 with a right to speak, represent or act on behalf of NL.

**23. INDEMNITY**

H3 hereby indemnifies and saves harmless NL of and from any and all manner of claims, liability, actions, proceedings, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon NL directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of this Agreement.

**24. DISPUTE RESOLUTION**

In the event of a disagreement or dispute between the Parties arising from this Agreement either before or after the Closing Date, the Parties shall resolve any disagreement(s) or dispute(s) in the order as follows:

- (i) Through good faith negotiations;
- (ii) Through mediation;
- (iii) Through proceedings in Court;

**25. NOTICE**

(a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by telecopy or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

- (i) If to H3:

Attention:

Phone:

Email:

- (ii) If to NL:

Government of Newfoundland and Labrador  
Department of Transportation and Infrastructure  
Attention: Michael Carroll  
Director - Planning and Accommodations  
(709) 729 2892  
michaelcarroll@gov.nl.ca

or to such other address as either party may designate to the other in written notice.

- (b) Any such notice or other communication shall be deemed to have been delivered and received one day after dispatch if sent by overnight delivery, delivered and received on the day on which it was hand delivered or transmitted electronically (or, if such day is not a Business Day or if such notice is delivered or transmitted after 5:00 p.m., it shall be deemed to have been delivered and received on the following Business Day) or, if mailed, on the fifth Business Day following the date of mailing; provided however, that if at the time of mailing or within five Business Days thereafter there is or occurs a labour dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by facsimile or electronic means as set out above.
- (c) Either party may at any time change its address for receipt of such notice and other communications from time to time by giving notice to the other party in accordance with this clause.

**26. DOCTRINE OF MERGER**

The representations, warranties and covenants contained herein shall not merge but shall survive the Closing Date. The doctrine of merger shall not apply hereto and this Agreement shall remain in full force and effect notwithstanding the sealing, issuing or delivery of the Conveyance.

**IN WITNESS WHEREOF** this Agreement has been executed on behalf of the Parties by their duly authorized officers on their behalf:

**H3 DEVELOPMENT LIMITED**

**SIGNED, SEALED AND DELIVERED** by H3 DEVELOPMENT LIMITED on this \_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_ in the presence of:

\_\_\_\_\_  
**WITNESS**

**HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR**

**SIGNED, SEALED AND DELIVERED** by the Deputy Minister of Transportation and Infrastructure for the Minister of Transportation and Infrastructure on this \_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, in the presence of:

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**DEPUTY MINISTER**

**'Annex A'**

**From:** Hutton, Fred  
**Sent:** Tuesday, November 5, 2024 12:28 PM  
**To:** Browne, Maria  
**Cc:** O'Neill, Melony, English, Dana, Cooper, Matthew  
**Subject:** Re: Media Request - Public Tender Question

Ok. Looks good.

Fred

**Hon. Fred Hutton**  
Minister of Transportation & Infrastructure  
Minister of Rural Economic Development  
MHA, Conception Bay East-Bell Island



---

**From:** Browne, Maria <mbrowne@gov.nl.ca>  
**Sent:** Tuesday, November 5, 2024 12:18:39 PM  
**To:** Hutton, Fred <fredhutton@gov.nl.ca>  
**Cc:** O'Neill, Melony <MelonyOneill@gov.nl.ca>; English, Dana <danaenglish@gov.nl.ca>; Cooper, Matthew

<MatthewCCooper@gov.nl.ca>

**Subject:** Media Request - Public Tender Question

Hi folks,

For review and approval:

## **MEDIA REQUEST**

**Date:**

November 4, 2024

**Media:**

James Reid, AIINL

**Reporter's Deadline:**

Asap

**Context:**

Public Tender Question for New Acute Care Campus

**Questions:**

Hi Mikaela,

I'm working on a story from the announcement this morning about the new acute care campus and I just wanted to confirm if the property selection was done by a public tender or not? I haven't seen one, so if so, could you please direct me to it?

Thanks,  
James

**Suggested Approach:**

Statement

**Suggested Statement/Key Messages**

No, there was not a public tender process, as such a process is not required to purchase land for public infrastructure.

**Approved by:**

Robyn Bursey (ADM)

Cory Grandy (DM)

Maria Browne

**Media Relations Manager**

Transportation and Infrastructure (TI)

**From:** Bursey, Robyn  
**Sent:** Tuesday, November 5, 2024 9:17 AM  
**To:** Drover, Ken  
**Subject:** RE: SCMH and CVSI Project - Kenmount Crossing Location

Ok. Thanks. I'll follow up and let you know.

Robyn

---

**From:** Drover, Ken <KenDrover@gov.nl.ca>  
**Sent:** Tuesday, November 5, 2024 9:15 AM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** RE: SCMH and CVSI Project - Kenmount Crossing Location

Robyn,

The expectation is for work to start asap this calendar year . we'll want to tender this month with work possibly starting in December .

Regards,

*Ken Drover , P.Eng.*

**Manager – Infrastructure Planning and Procurement**  
**Department of Transportation and Infrastructure**  
**Newfoundland and Labrador**  
**Office : 709-729-2041 Cell : 709- 685-6429**  
**E-Mail : [kendrover@gov.nl.ca](mailto:kendrover@gov.nl.ca)**



---

**From:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Sent:** Tuesday, November 5, 2024 9:11 AM  
**To:** Drover, Ken <KenDrover@gov.nl.ca>  
**Subject:** RE: SCMH and CVSI Project - Kenmount Crossing Location

Hi

The MOU does not outline any work to be carried out before the sale, but I can speak to the landowner. I'll speak with the landowner about getting a right of access to allow this work. When do you think you will start the work?

Thanks

Robyn

---

**From:** Drover, Ken <KenDrover@gov.nl.ca>  
**Sent:** Tuesday, November 5, 2024 9:06 AM

**To:** Bursey, Robyn <[rbursey@gov.nl.ca](mailto:rbursey@gov.nl.ca)>

**Subject:** RE: SCMH and CVSI Project - Kenmount Crossing Location

Robyn,

Does the MOU allow TI to carry out any work ( grubbing and clearing ) of the property before the sale goes thru ?

Regards,

*Ken Drover , P.Eng.*

Manager – Infrastructure Planning and Procurement

Department of Transportation and Infrastructure

Newfoundland and Labrador

Office : 709-729-2041 Cell : 709- 685-6429

E-Mail : [kendrover@gov.nl.ca](mailto:kendrover@gov.nl.ca)



---

**From:** Bursey, Robyn <[rbursey@gov.nl.ca](mailto:rbursey@gov.nl.ca)>

**Sent:** Tuesday, November 5, 2024 8:54 AM

**To:** Drover, Ken <[KenDrover@gov.nl.ca](mailto:KenDrover@gov.nl.ca)>

**Subject:** RE: SCMH and CVSI Project - Kenmount Crossing Location

Hi Ken,

We have a MOU with the landowner and working towards a purchase and sale agreement. The owner is in the process of finalizing the survey and ESA.

Thanks

Robyn

---

**From:** Drover, Ken <[KenDrover@gov.nl.ca](mailto:KenDrover@gov.nl.ca)>

**Sent:** Tuesday, November 5, 2024 8:17 AM

**To:** Bursey, Robyn <[rbursey@gov.nl.ca](mailto:rbursey@gov.nl.ca)>

**Subject:** SCMH and CVSI Project - Kenmount Crossing Location

Robyn,

Can you advise if the above property has been procured or advise on the status .

Thank you.

Regards,

*Ken Drover , P.Eng.*

Manager – Infrastructure Planning and Procurement

**Department of Transportation and Infrastructure**  
**Newfoundland and Labrador**  
Office : 709-729-2041 Cell : 709- 685-6429  
E-Mail : [kendrover@gov.nl.ca](mailto:kendrover@gov.nl.ca)



**From:** Bursey, Robyn  
**Sent:** Monday, November 4, 2024 1:30 PM  
**To:** Snow, Rod  
**Subject:** RE: A new acute care hospital campus in Kenmount Crossing will help modernize the

Hi

Yes, it is the same location for the new Sport and Wellbeing Dome project.

Thanks

Robyn

---

**From:** Snow, Rod <rodsnow@gov.nl.ca>  
**Sent:** Monday, November 4, 2024 12:09 PM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** RE: A new acute care hospital campus in Kenmount Crossing will help modernize the

Does this include the Sport and Wellbeing Dome project.... I don't see it mentioned here.

---

**From:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Sent:** Monday, November 4, 2024 11:51 AM  
**To:** Snow, Rod <rodsnow@gov.nl.ca>  
**Subject:** A new acute care hospital campus in Kenmount Crossing will help modernize the

A new acute care hospital campus in Kenmount Crossing will help modernize the delivery of health care services on the Northeast Avalon and the entire province. ...

Source: News Releases

<https://search.app/oDhAaRGzcZUHqcmo6>

**From:** Bursey, Robyn  
**Sent:** Monday, November 4, 2024 12:04 PM  
**To:** Maynard, Keith  
**Subject:** Fw: Kenmount Crossing  
**Attachments:** [REDACTED]

Attachment removed under s. 35(1)(b), s. 39(1)(a)(II), (b), and (c)(iii)

H

Can you please advise?

Thanks

---

**From:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Sent:** Monday, November 4, 2024 8:08:34 AM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** FW: Kenmount Crossing

[REDACTED] s. 30(1)(a)

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**From:** Gary Peddle <GFPeddle@bensonbuffett.com>  
**Sent:** Saturday, November 2, 2024 2:58 AM  
**To:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Subject:** Kenmount Crossing

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**



Benson  
Buffett

**Gary F. Peddle MBA KC**  
Lawyer

Suite 900 Atlantic Place  
215 Water Street, P.O. Box 1538  
St. John's, NL  
Canada A1C 5N8

T 709. 570.7230  
F 709.579.2647  
W bensonbuffett.com

[REDACTED] s. 30(1)(a)

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Please visit our website to view our Covid-19 policies.

Please consider the environment before printing this email

**From:** Carroll, Michael  
**Sent:** Friday, November 1, 2024 11:05 AM  
**To:** Blair McNiven  
**Cc:** Bursey, Robyn  
**Subject:** RE: Kenmount Crossing Land  
**Attachments:** location4.jpg

Hi Blair,

Thanks for meeting with me yesterday. The Department has decided to install the sign along Kenmount Road just inside the berm as shown in the attached picture. I believe this work is scheduled to happen during the weekend. Please reach out if you foresee any issues.

Thanks.

---

**From:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Sent:** Wednesday, October 30, 2024 2:55 PM  
**To:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Subject:** Re: Kenmount Crossing Land

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hi Michael, I'm free tomorrow afternoon. 3:30 works. See you there. I will be [REDACTED]

s. 40(1)

Sent from my iPhone

On Oct 30, 2024, at 2:24 PM, Carroll, Michael <MichaelCarroll@gov.nl.ca> wrote:

Hi Blair,

Wondering if you were free late tomorrow to visit the site? I'm thinking 3:30, but flexible.

**MICHAEL CARROLL, P.ENG**  
Director (A), Planning and Accommodations  
Department of Transportation and Infrastructure  
Government of Newfoundland and Labrador  
(709) 729-2892 (office)  
[MichaelCarroll@gov.nl.ca](mailto:MichaelCarroll@gov.nl.ca)



**From:** Bursey, Robyn  
**Sent:** Friday, November 1, 2024 10:57 AM  
**To:** Antle, Christina, Carroll, Michael  
**Cc:** Adams, Murray  
**Subject:** FW: Potential Sign locations  
**Attachments:** Sketch Kenmount Crossing (002).JPG, location1.jpg, location2.jpg, location3.jpg, location4.jpg

Hi Folks,

We need to put up the new hospital site sign at Location #4 on Kenmount Road before Monday.

Chrissy-Can you arrange for Kelloways to put up the sign for us? This will require 4 posts and putting up the signs. (the same way as Galway Signage we put up this summer)

Michael-Can you let H3 know the location.

Murray-Can you advise on the dimension signs and the contact at the sign shop for pickup?

Thanks

Robyn

---

**From:** Carroll, Michael <[MichaelCarroll@gov.nl.ca](mailto:MichaelCarroll@gov.nl.ca)>

**Sent:** Thursday, October 31, 2024 4:15 PM

**To:** Bursey, Robyn <[rbursey@gov.nl.ca](mailto:rbursey@gov.nl.ca)>

**Subject:** Potential Sign locations

Four potential locations shown on the attached drawing. Owner is flexible, but indicated that they would need it moved if the parcel sells.

Location #1 on paved section for potential future road. They would relocate concrete barriers. (potential for snow buildup from snow clearing operations of Kenmount Road however)

Location #2 on rock section past concrete barriers.

Location #3 on rock berm. (no potential for snow buildup from snow clearing operations, but much further back)

Location #4 – anywhere inside berm on edge of Kenmount Road.

**Michael Carroll, P.Eng**

Director (A), Planning and Accommodations  
Department of Transportation and Infrastructure  
Government of Newfoundland and Labrador  
(709) 729-2892 (office)  
[MichaelCarroll@gov.nl.ca](mailto:MichaelCarroll@gov.nl.ca)

s. 40(1)











**From:** Bursey, Robyn  
**Sent:** Friday, November 1, 2024 9:52 AM  
**To:** Grandy, Cory  
**Subject:** FW: Potential Sign locations  
**Attachments:** Sketch Kenmount Crossing (002).JPG, location1.jpg, location2.jpg, location3.jpg, location4.jpg

Attachments can be found on pages 71-75

Hi Cory,

I've talked to my colleagues on sign placement for the new hospital announcement on Monday. We all agreed that location #4 was the optimal location. Please advise if that location works for you.

Thanks  
Robyn

---

**From:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Sent:** Thursday, October 31, 2024 4:15 PM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** Potential Sign locations

Four potential locations shown on the attached drawing. Owner is flexible, but indicated that they would need it moved if the parcel sells.

Location #1 on paved section for potential future road. They would relocate concrete barriers. (potential for snow buildup from snow clearing operations of Kenmount Road however)

Location #2 on rock section past concrete barriers.

Location #3 on rock berm. (no potential for snow buildup from snow clearing operations, but much further back)

Location #4 – anywhere inside berm on edge of Kenmount Road.

**MICHAEL CARROLL, P.ENG**  
Director (A), Planning and Accommodations  
Department of Transportation and Infrastructure  
Government of Newfoundland and Labrador  
(709) 729-2892 (office)  
[MichaelCarroll@gov.nl.ca](mailto:MichaelCarroll@gov.nl.ca)

**From:** Bursey, Robyn  
**Sent:** Thursday, October 31, 2024 4:27 PM  
**To:** Michielsen, Dan, Spracklin-Reid, Darlene, O'Neill, Melony  
**Subject:** Fw: Potential Sign locations  
**Attachments:** Sketch Kenmount Crossing (002).JPG, location1.jpg, location2.jpg, location3.jpg, location4.jpg

Attachments can be found on pages 71-75

Hi folks

We have four options to choose from . I prefer location 4. Thoughts?

Robyn

---

**From:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Sent:** Thursday, October 31, 2024 4:15 PM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** Potential Sign locations

Four potential locations shown on the attached drawing. Owner is flexible, but indicated that they would need it moved if the parcel sells.

Location #1 on paved section for potential future road. They would relocate concrete barriers. (potential for snow buildup from snow clearing operations of Kenmount Road however)

Location #2 on rock section past concrete barriers.

Location #3 on rock berm. (no potential for snow buildup from snow clearing operations, but much further back)

Location #4 – anywhere inside berm on edge of Kenmount Road.

**Michael Carroll, P.Eng**  
Director (A), Planning and Accommodations  
Department of Transportation and Infrastructure  
Government of Newfoundland and Labrador  
(709) 729-2892 (office)  
[MichaelCarroll@gov.nl.ca](mailto:MichaelCarroll@gov.nl.ca)

**From:** Bursey, Robyn  
**Sent:** Wednesday, October 30, 2024 12:05 PM  
**To:** Edwards, Herb  
**Subject:** RE: H3 - Kenmount Crossing

[REDACTED] s. 30(1)(a)

---

**From:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Sent:** Wednesday, October 30, 2024 11:55 AM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** FW: H3 - Kenmount Crossing

[REDACTED] s. 30(1)(a)

---

**From:** Gary Peddle <GFPeddle@bensonbuffett.com>  
**Sent:** Wednesday, October 30, 2024 11:00 AM  
**To:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Subject:** H3 - Kenmount Crossing

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Hi Herb

I acknowledge receipt of the deposit in the amount of \$2,950,000.00 which is in the process of [REDACTED]

[REDACTED] Thanks

s. 35(1)(g)



Benson  
Buffett

**Gary F. Peddle MBA KC**  
Lawyer

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215 Water Street, P.O. Box 1538  
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**From:** Edwards, Herb  
**Sent:** Tuesday, October 29, 2024 1:30 PM  
**To:** Bursey, Robyn  
**Subject:** RE: TI230247 High Priority 2.295M for the Land in Kenmount Crossing

 s. 30(1)(a)

---

**From:** Bursey, Robyn <[rbursey@gov.nl.ca](mailto:rbursey@gov.nl.ca)>  
**Sent:** Tuesday, October 29, 2024 1:28 PM  
**To:** Edwards, Herb <[herbedwards@gov.nl.ca](mailto:herbedwards@gov.nl.ca)>  
**Subject:** FW: TI230247 High Priority 2.295M for the Land in Kenmount Crossing

 s. 30(1)(a)

---

**From:** White, David <[DavidWhite@gov.nl.ca](mailto:DavidWhite@gov.nl.ca)>  
**Sent:** Tuesday, October 29, 2024 11:48 AM  
**To:** Bursey, Robyn <[rbursey@gov.nl.ca](mailto:rbursey@gov.nl.ca)>  
**Cc:** Maynard, Keith <[KeithMaynard@gov.nl.ca](mailto:KeithMaynard@gov.nl.ca)>  
**Subject:** FW: TI230247 High Priority 2.295M for the Land in Kenmount Crossing

Robyn this will be in the lawyers account midnight tomorrow.

**Dave White**  
**Manager of Financial Operations at Transportation and Infrastructure**

---

**From:** Brown, Richard <[rbrown@gov.nl.ca](mailto:rbrown@gov.nl.ca)>  
**Sent:** Tuesday, October 29, 2024 11:38 AM  
**To:** White, David <[DavidWhite@gov.nl.ca](mailto:DavidWhite@gov.nl.ca)>  
**Cc:** Osmond, Loretta E <[LorettaOsmond@gov.nl.ca](mailto:LorettaOsmond@gov.nl.ca)>; Tobin, Lori <[loritobin@gov.nl.ca](mailto:loritobin@gov.nl.ca)>; Cleveland, Amanda <[AmandaCleveland@gov.nl.ca](mailto:AmandaCleveland@gov.nl.ca)>; Stoyles, Patti <[PattiStoyles@gov.nl.ca](mailto:PattiStoyles@gov.nl.ca)>; Maynard, Keith <[KeithMaynard@gov.nl.ca](mailto:KeithMaynard@gov.nl.ca)>; Husk, Dave <[davehusk@gov.nl.ca](mailto:davehusk@gov.nl.ca)>  
**Subject:** RE: TI230247 High Priority 2.295M for the Land in Kenmount Crossing

David,

This invoice isn't even keyed yet so I can't guarantee pymt for deposit overnight – we already have our batches done for today.

Thanks  
Richard

---

**From:** White, David <[DavidWhite@gov.nl.ca](mailto:DavidWhite@gov.nl.ca)>  
**Sent:** Tuesday, October 29, 2024 10:55 AM  
**To:** Brown, Richard <[rbrown@gov.nl.ca](mailto:rbrown@gov.nl.ca)>  
**Cc:** Osmond, Loretta E <[LorettaOsmond@gov.nl.ca](mailto:LorettaOsmond@gov.nl.ca)>; Tobin, Lori <[loritobin@gov.nl.ca](mailto:loritobin@gov.nl.ca)>; Cleveland, Amanda <[AmandaCleveland@gov.nl.ca](mailto:AmandaCleveland@gov.nl.ca)>; Stoyles, Patti <[PattiStoyles@gov.nl.ca](mailto:PattiStoyles@gov.nl.ca)>; Maynard, Keith <[KeithMaynard@gov.nl.ca](mailto:KeithMaynard@gov.nl.ca)>  
**Subject:** FW: TI230247 High Priority 2.295M for the Land in Kenmount Crossing

Morning Richard

Can this be paid tonight if I have it approved within the next 2-3 hours.

**Dave White**  
**Manager of Financial Operations at Transportation and Infrastructure**

---

**From:** Cleveland, Amanda <[AmandaCleveland@gov.nl.ca](mailto:AmandaCleveland@gov.nl.ca)>  
**Sent:** Tuesday, October 29, 2024 10:35 AM  
**To:** Osmond, Loretta E <[LorettaOsmond@gov.nl.ca](mailto:LorettaOsmond@gov.nl.ca)>  
**Cc:** White, David <[DavidWhite@gov.nl.ca](mailto:DavidWhite@gov.nl.ca)>  
**Subject:** FW: T1230247 High Priority

Good Morning Loretta,

I was just speaking with the GNL Service desk and she suggested I check with you.

This was sent yesterday, I realize it was end of day, however it is a high priority.

Any chance you could confirm that it was received okay and if it's a possibility that it can be processed asap.

Thank you,

**Amanda Cleveland | Accounting Clerk II – Financial Operations**

**Transportation & Infrastructure**  
Government of Newfoundland & Labrador  
P.O. Box 8700, Confederation Complex, St. John's NL A1B 4J6

Phone: 709 729-0363  
Email: [AmandaCleveland@gov.nl.ca](mailto:AmandaCleveland@gov.nl.ca)

**From:** Bursey, Robyn  
**Sent:** Monday, October 28, 2024 11:44 AM  
**To:** Maynard, Keith  
**Subject:** Fw: H3 - Kenmount Crossing -Trust Account Details  
**Attachments:** [REDACTED] Attachment removed under ss. 35(1)(b), 39(1)(a)(ii), (b), (c)(iii)

FYI

---

**From:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Sent:** Monday, October 28, 2024 11:42:38 AM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** H3 - Kenmount Crossing -Trust Account Details

s. 30(1)(a)

---

**From:** Quinn Kidney <quinn@bensonbuffett.com>  
**Sent:** Monday, October 28, 2024 11:40 AM  
**To:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Subject:** RE: Trust Account Details

Good Morning,

Mr. Peddle asked me to reach out to you to confirm our trust account details. Attached please find a copy of our void cheque confirming banking details.

Please advise if you require anything further.

Thank you,  
Quinn for Gary Peddle, K.C.



**Quinn Kidney**  
Real Estate Paralegal

Suite 900 Atlantic Place  
215 Water Street, P.O. Box 1538  
St. John's, NL  
Canada A1C 5N8

**Benson  
Buffett**

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W bensonbuffett.com

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**From:** Gary Peddle <GFPeddle@bensonbuffett.com>  
**Sent:** October 28, 2024 11:36 AM  
**To:** Quinn Kidney <quinn@bensonbuffett.com>  
**Subject:** Fwd: Trust Account Details

Can you contact Herb Eswards regarding the trust account  
Sent from my iPhone

Begin forwarded message:

**From:** "Edwards, Herb" <herbedwards@gov.nl.ca>  
**Date:** October 28, 2024 at 1:58:30 PM GMT+1  
**To:** Gary Peddle <GFPeddle@bensonbuffett.com>  
**Subject:** Trust Account Details

Hi Gary

Pleas see the note below from Robyn Bursey of TI – and advise if this is fine with you?

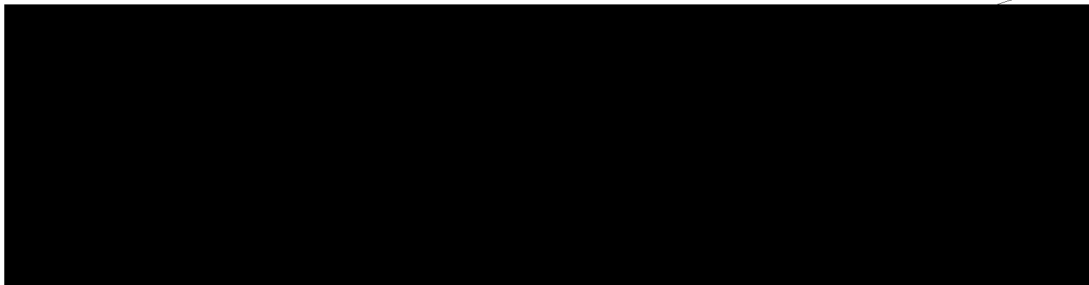
Thank you

herb

---

**From:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Sent:** Monday, October 28, 2024 10:26 AM  
**To:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Subject:** FW: Trust

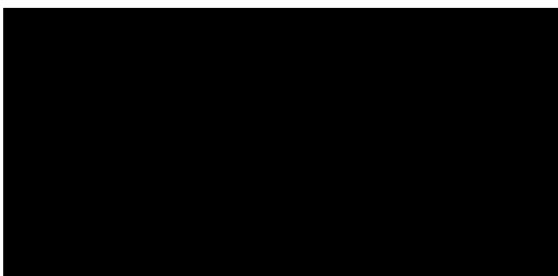
s. 30(1)(a)




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**From:** Vardy, Mark <markvardy@gov.nl.ca>  
**Sent:** Friday, October 25, 2024 1:28 PM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** Trust

s. 35(1)(b), s. 39(1)(a)(ii), s. 39(1)(b), s. 39(1)(c)(iii)





s. 35(1)(b), s. 39(1)(a)(ii), s. 39(1)(b), s. 39(1)(c)(iii)

**MARK VARDY, B.Comm., B.Ed., ProfCertAM | Manager of Budgeting**

Transportation and Infrastructure

Confederation Building – West Block

PO Box 8700, Prince Philip Drive, St. John's, NL A1B 4J6

Tel: (709) 729-6145

Email: [markvardy@gov.nl.ca](mailto:markvardy@gov.nl.ca)

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**From:** Bursey, Robyn  
**Sent:** Monday, October 28, 2024 9:55 AM  
**To:** Edwards, Herb  
**Subject:** RE: MOU Kenmount Crossing

s. 30(1)(a)

---

**From:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Sent:** Monday, October 28, 2024 8:26 AM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** FW: MOU Kenmount Crossing

s. 30(1)(a)

---

**From:** Gary Peddle <GFPeddle@bensonbuffett.com>  
**Sent:** Sunday, October 27, 2024 4:25 AM  
**To:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Cc:** Bert Hickman <bhickman@hickmangroup.net>; Glenn Hickey (ghickey@autopartsnetwork.ca) <ghickey@autopartsnetwork.ca>; Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Subject:** MOU Kenmount Crossing

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hi Herb

As requested please find the MOU dated and signed by the Vendor. Please arrange for your client's signature and forward a fully executed copy of the MOU, along with the deposit funds, to my office at your earliest convenience. I have copied the representatives of H3 on this email in the event something is required while I am out of the office. Thanks and I look forward to your reply.



Benson  
Buffett

**Gary F. Peddle MBA KC**  
Lawyer

Suite 900 Atlantic Place  
215 Water Street, P.O. Box 1538  
St. John's, NL  
Canada A1C 5N8

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W bensonbuffett.com

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**From:** Edwards, Herb  
**Sent:** Monday, October 28, 2024 8:26 AM  
**To:** Burse, Robyn  
**Subject:** FW: MOU Kenmount Crossing  
**Attachments:** [REDACTED]

Attachment removed under section 30(1)(a)

**From:** Gary Peddle <GFPeddle@bensonbuffett.com>  
**Sent:** Sunday, October 27, 2024 4:25 AM  
**To:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Cc:** Bert Hickman <bhickman@hickmangroup.net>; Glenn Hickey (ghickey@autopartsnetwork.ca) <ghickey@autopartsnetwork.ca>; Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Subject:** MOU Kenmount Crossing

s. 30(1)(a)

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Hi Herb

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Benson  
Buffett

**Gary F. Peddle MBA KC**

Lawyer

Suite 900 Atlantic Place  
 215 Water Street, P.O. Box 1538  
 St. John's, NL  
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**From:** Bursey, Robyn  
**Sent:** Thursday, October 24, 2024 2:37 PM  
**To:** Edwards, Herb  
**Subject:** Re: Kenmount Crossing - H3

---

**From:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Sent:** Thursday, October 24, 2024 1:34:01 PM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** RE: Kenmount Crossing - H3

---

**From:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Sent:** Thursday, October 24, 2024 9:42 AM  
**To:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Subject:** Re: Kenmount Crossing - H3

---

**From:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Sent:** Wednesday, October 23, 2024 9:56:40 AM  
**To:** Gary Peddle <GFPeddle@bensonbuffett.com>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** Kenmount Crossing - H3

Hi Gary

Thank you for sending along, on October 11, 2024, a draft MOU between your client and the province concerning the purchase of lands at Kenmount Road.

My proposed changes should appear in the attached as "track changes". Most of my suggestions are insignificant, however, you will note TI is proposing a substantial change to clause 3 in terms of the Deposit.

TI advises that it has no issue with providing an Income Tax Receipt as contemplated in clause 1, however, as per Canada Revenue Agency rules, TI will need to be provided with an appraisal/ assessment completed by an independent party confirming that \$425,000 per acre represents market value.

In clause 8 - I was wondering why it would be necessary to have clause 6 survive if the MOU terminates ( assuming there is no PSA executed)?

I look forward to hearing from you.

Thank you

herb

**From:** Bursey, Robyn  
**Sent:** Thursday, October 24, 2024 11:04 AM  
**To:** Edwards, Herb  
**Subject:** Re: Kenmount Crossing - H3

[Redacted]

---

**From:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Sent:** Thursday, October 24, 2024 9:21:17 AM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** RE: Kenmount Crossing - H3

[Redacted]

---

**From:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Sent:** Thursday, October 24, 2024 9:42 AM  
**To:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Subject:** Re: Kenmount Crossing - H3

[Redacted]

---

**From:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Sent:** Wednesday, October 23, 2024 9:56:40 AM  
**To:** Gary Peddle <GFPeddle@bensonbuffett.com>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** Kenmount Crossing - H3

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In clause 8 - I was wondering why it would be necessary to have clause 6 survive if the MOU terminates ( assuming there is no PSA executed)?

I look forward to hearing from you.

Thank you



**From:** Edwards, Herb  
**Sent:** Wednesday, October 23, 2024 10:27 AM  
**To:** Gary Peddle  
**Cc:** Bursey, Robyn  
**Subject:** Kenmount Crossing - H3  
**Attachments:** Memorandum of Understanding H3 and TI-24890-4316-1582- October 23, 2024.docx

Hi Gary

Thank you for sending along, on October 11, 2024, a draft MOU between your client and the province concerning the purchase of lands at Kenmount Road.

My proposed changes should appear in the attached as "track changes". Most of my suggestions are insignificant, however, you will note TI is proposing a substantial change to clause 3 in terms of the Deposit.

TI advises that it has no issue with providing an Income Tax Receipt as contemplated in clause 1, however, as per Canada Revenue Agency rules, TI will need to be provided with an appraisal/ assessment completed by an independent party confirming that \$425,000 per acre represents market value.

In clause 8 - I was wondering why it would be necessary to have clause 6 survive if the MOU terminates ( assuming there is no PSA executed)?

I look forward to hearing from you.

Thank you

herb

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) made at the City of St. John’s, in the Province of Newfoundland and Labrador this     day of                     , 2024

**BETWEEN:**             **H3 Development Limited**, a body corporate duly incorporated pursuant to the laws of the Province of Newfoundland & Labrador  
(hereinafter referred to as “H3”)

**AND:**                    His Majesty in Right of ~~Province of Newfoundland and Labrador~~ as represented by the Minister of the Department of Transportation and Infrastructure  
  
(hereinafter referred to as “TI”)

**WHEREAS** H3 is the legal and beneficial owner of lands situate at Kenmount Road in the City of St. John’s, in the Province of Newfoundland and Labrador a portion of which measures 65 acres and more particularly described in the diagram attached hereto as Schedule “A” (hereinafter referred to as the “Property”).

**AND WHEREAS** it is the intention of H3 and TI ~~to~~ to negotiate a Purchase and Sale Agreement (“PSA”) for the H3 Property on certain preliminary understandings which are identified below.

1. **H3 Contribution:** H3 shall donate to TI 10 acres of the Property in return for an official income tax receipt for \$4,250,000 (representing a price of \$425,000.00 per acre).
2. **Purchase Price:** TI shall pay \$425,000.00 per acre for the remaining 55 acres for a total of \$23,375,000.00 (the “Purchase Price”).
3. **Earnest Money Deposit:** Upon mutual execution of this MOU TI shall deposit in escrow 10% of the Purchase Price as a non-refundable earnest money deposit (“**Deposit**”), to be held by H3’s solicitor. If at any time after the PSA has been executed TI decides not to proceed with the purchase of the Property for reasons other than issues related to title to the Property or the environmental condition of the Property then the Deposit shall be paid to H3. ~~and for which if TI fails for any reason to conclude the purchase of the Property, the Deposit shall be paid to H3.~~
4. **Purchase and Sale Agreement:** Upon execution of this MOU the Parties shall immediately commence to negotiate a PSA ~~Purchase and sale agreement~~ to include commercial reasonable terms for the Property located in this area, including terms in relation to the delivery of water to the Property. The Parties acknowledge the non-binding nature of this MOU but the Parties agree that the Purchase Price shall not be changed unless mutually agreed. The first draft of the PSA will be prepared by TI and delivered to H3 for review within 10 business days of the signing of this MOU by the Parties.

5. **Confidentiality:** H3 and TI shall not disclose the contents of this MOU or the fact that TI has indicated the desire to enter discussions or negotiations with H3 concerning the purchase of the H3 Property, nor any of the terms, conditions or other facts with respect to any such purchase. TI and H3 may disclose such to their respective representatives, employees, agents and consultants, provided they have been instructed to not disclose such information, except where required for the performance of their responsibilities, or as required by law.
6. **Effect of ~~MOU~~:** This MOU represents an outline of the proposed transaction and TI's potential acquisition of the Property. TI and H3 expressly agree that this MOU is only an expression of intent of the pParties with respect to the transaction contemplated hereunder and, except for the agreed on Purchase Price and Deposit, ~~and~~ the matters set forth herein shall not be legally binding upon or enforceable against either any pParty. Except as set forth above, this MOU does not create, and is not intended to create, a binding and enforceable contract between TI and H3.
7. **Entire Agreement:** As of the date of this MOU there are no other written or oral agreements or understandings among TI and H3, and no agreement shall be deemed entered into as a result of the course of conduct of either pParty. No modification or amendment to this MOU may be made except by an instrument in writing signed by the duly authorized officers or agents of TI and H3.
8. **Termination and Survival:** This MOU will automatically terminate and be of no further force and effect upon the earlier of: (a) the execution of the PSA by TI and H3; and (b) the end of thirty (30) days from the date of the signing of this MOU unless otherwise extended in writing by, or on behalf of, TI and H3, which shall include an e-mail confirmation sent for such purpose. Notwithstanding the termination of this MOU, paragraph 6 shall survive the termination of this MOU. Upon the termination of this MOU, neither TI nor H3 shall be liable to ~~the any~~ other pParty for any claims, actions, costs, damages or losses whatsoever relating to this MOU and the transactions contemplated herein, except as may exist under or as a result of a breach of paragraph 6.
9. **Counterparts:** This MOU may be executed in one or more counterparts, including electronic or facsimile transmission thereof, each of which shall be deemed an original and when so executed all such counterparts taken together shall form one MOU and shall be valid and binding in the manner set forth herein above.

**[Balance of page intentionally left blank. Execution page to follow.]**

**IN WITNESS WHEREOF** the Parties have executed this agreement effective the day and year first before written.

**H3 Development Limited.**

\_\_\_\_\_  
witness

Per: \_\_\_\_\_

**Transportation and Infrastructure**

\_\_\_\_\_  
witness

Per: \_\_\_\_\_

**From:** Gary Peddle <GFPeddle@bensonbuffett.com>  
**Sent:** Wednesday, October 16, 2024 3:02 PM  
**To:** Edwards, Herb, Michaelacroll@gov.nl.ca, Burse, Robyn  
**Subject:** RE: Purchase - lands at Kenmount Crossing

Thanks Herb your response is appreciated



Benson  
Buffett

**Gary F. Peddle MBA KC**

Lawyer

Suite 900 Atlantic Place  
215 Water Street, P.O. Box 1538  
St. John's, NL  
Canada A1C 5N8

T 709. 570.7230  
F 709.579.2647  
W bensonbuffett.com

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Please consider the environment before printing this email

---

**From:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Sent:** October 16, 2024 11:38 AM  
**To:** Gary Peddle <GFPeddle@bensonbuffett.com>; Michaelacroll@gov.nl.ca; Burse, Robyn <rburse@gov.nl.ca>  
**Subject:** [Junk released by User action] RE: Purchase - lands at Kenmount Crossing

Hi Gary

Yes, received it thank you. I am reviewing it with ADM Robyn Burse today and should be back to you soon.

herb

---

**From:** Gary Peddle <GFPeddle@bensonbuffett.com>  
**Sent:** Wednesday, October 16, 2024 11:32 AM  
**To:** Edwards, Herb <herbedwards@gov.nl.ca>; Michaelacroll@gov.nl.ca  
**Subject:** FW: Purchase - lands at Kenmount Crossing

Hi Herb And Michael

Just following up to confirm you received my email last Friday with the MOU attached. Thanks and I look forward to your reply


**Gary F. Peddle MBA KC**

Lawyer

Suite 900 Atlantic Place  
 215 Water Street, P.O. Box 1538  
 St. John's, NL  
 Canada A1C 5N8

T 709. 570.7230  
 F 709.579.2647  
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**From:** Gary Peddle

**Sent:** October 11, 2024 9:56 AM

**To:** 'Edwards, Herb' <herbedwards@gov.nl.ca>

**Cc:** Carroll, Michael <MichaelCarroll@gov.nl.ca>; Katrina R. M. Gibbons <kGibbons@bensonbuffett.com>

**Subject:** RE: Purchase - lands at Kenmount Crossing

Hi Herb

As a follow up to your email below please find a Memorandum of Understanding in the matter identify the main points for the PSA which I understand you are in the process of drafting. If acceptable please arrange for signing and return to me for signature by H3. Thanks and any questions let me know.


**Gary F. Peddle MBA KC**

Lawyer

Suite 900 Atlantic Place  
 215 Water Street, P.O. Box 1538  
 St. John's, NL  
 Canada A1C 5N8

T 709. 570.7230  
 F 709.579.2647  
 W bensonbuffett.com

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Please consider the environment before printing this email

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**From:** Edwards, Herb <[herbedwards@gov.nl.ca](mailto:herbedwards@gov.nl.ca)>  
**Sent:** October 10, 2024 9:26 AM  
**To:** Gary Peddle <[GFPeddle@bensonbuffett.com](mailto:GFPeddle@bensonbuffett.com)>  
**Cc:** Carroll, Michael <[MichaelCarroll@gov.nl.ca](mailto:MichaelCarroll@gov.nl.ca)>  
**Subject:** Purchase - lands at Kenmount Crossing

Hi Gary

Further to our call of earlier today this is simply to confirm I will be acting on behalf of the Province [Department of Transportation and Infrastructure (TI)] in the purchase of lands from your client, H3 Development Ltd, at Kenmount Crossing. You have indicated that you have already seen a letter to your client from Deputy Minister, Cory Grandy of TI, dated October 3, 2024. I have begun drafting an Agreement of Purchase and Sale. You have mentioned that, in the meantime, your client would like to get a non-binding MOU or Letter of Intent executed to further outline the parties' intent. Please send a draft along once it is available as the Department would like to place a sign on the lands. I have cc'ed Michael Carroll on this email. Michael is my primary contact at TI. Just as an FYI, I will not be in my office tomorrow. If anything urgent arises tomorrow please feel free to contact Michael.

Thank you, Gary.

herb  
"This email and any attached files are intended for the sole use of the primary and copied addressee(s) and may contain privileged and/or confidential information. Any distribution, use or copying by any means of this information is strictly prohibited. If you received this email in error, please delete it immediately and notify the sender."

**From:** Bursey, Robyn  
**Sent:** Monday, October 7, 2024 11:22 AM  
**To:** TI-DM  
**Subject:** RE: Kenmount Crossing

Yes, thanks.

Robyn

---

**From:** TI-DM <TI-DM@gov.nl.ca>  
**Sent:** Monday, October 7, 2024 11:21 AM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** FW: Kenmount Crossing

Hi Robyn

Do you need this information?

---

**From:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Sent:** Friday, October 4, 2024 10:01 AM  
**To:** TI-DM <TI-DM@gov.nl.ca>  
**Subject:** Kenmount Crossing

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good Morning,

Thank you for the Letter of Intent yesterday!

As requested, please find below our Lawyer's contact information.

**Gary F. Peddle MBA KC**  
Lawyer

Suite 900 Atlantic Place  
215 Water Street, P.O. Box 1538  
St. John's, NL  
Canada A1C 5N8

T 709.570.7230  
F 709.579.2647  
W bensonbuffett.com

We look forward to working with you!

*Thank-you,*  
**Blair**

**Blair McNiven, P. Eng.**  
General Manager  
H3 Development Limited  
709-693-4397

---

**From:** TI-DM <[TI-DM@gov.nl.ca](mailto:TI-DM@gov.nl.ca)>  
**Sent:** October 3, 2024 3:49 PM  
**To:** Blair McNiven <[bmcniven@kenmountcrossing.ca](mailto:bmcniven@kenmountcrossing.ca)>  
**Subject:** FW: Land Acquisition

You don't often get email from [ti-dm@gov.nl.ca](mailto:ti-dm@gov.nl.ca). [Learn why this is important](#)

Sent on behalf of Deputy Minister Grandy

**From:** Bursey, Robyn  
**Sent:** Monday, September 23, 2024 11:56 AM  
**To:** Carroll, Michael  
**Subject:** RE: Kenmount Crossing Aerial - 65 Acre Parcel.pdf Attachment can be found on page 117

Thanks

-----Original Message-----

**From:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Sent:** Monday, September 23, 2024 11:56 AM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** RE: Kenmount Crossing Aerial - 65 Acre Parcel.pdf

Added in trim

-----Original Message-----

**From:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Sent:** Monday, September 23, 2024 11:41 AM  
**To:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Subject:** Kenmount Crossing Aerial - 65 Acre Parcel.pdf

Please find the PDF attached.  
Download the free Adobe Acrobat Reader to view and comment on this PDF.  
[https://www.adobe.com/go/reader\\_download](https://www.adobe.com/go/reader_download)

-----  
Sent From Adobe Acrobat Reader

**From:** Bursey, Robyn  
**Sent:** Monday, September 23, 2024 11:41 AM  
**To:** Carroll, Michael  
**Subject:** Kenmount Crossing Aerial - 65 Acre Parcel.pdf  
**Attachments:** Kenmount Crossing Aerial - 65 Acre Parcel.pdf Attachment can be found on page 117

Please find the PDF attached.  
Download the free Adobe Acrobat Reader to view and comment on this PDF.  
[https://www.adobe.com/go/reader\\_download](https://www.adobe.com/go/reader_download)

-----  
Sent From Adobe Acrobat Reader



WILS WAY  
CAP  
PRIM DR

KENMOUNT RD

**From:** Bursey, Robyn  
**Sent:** Thursday, September 12, 2024 3:49 PM  
**To:** Barnes, Dayle  
**Subject:** RE: Emailing: Acquisition of Land at Kenmount Crossing, St. John's.docx

Perfect.

Yes I want it on letterhead to do internal edits.

Thanks

Robyn

-----Original Message-----

**From:** Barnes, Dayle <dbarnes@gov.nl.ca>  
**Sent:** Thursday, September 12, 2024 3:46 PM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** Emailing: Acquisition of Land at Kenmount Crossing, St. John's.docx

Hi.  
I haven't trimmed this yet because I wanted you to look at it first.  
I assume you want this on your letterhead as you stated even though Cory is signing or maybe you're going to do some edits?

D.

Your message is ready to be sent with the following file or link attachments:

Acquisition of Land at Kenmount Crossing, St. John's.docx

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

**From:** Bursey, Robyn  
**Sent:** Thursday, September 12, 2024 3:21 PM  
**To:** Barnes, Dayle  
**Subject:** FW: Kenmount Crossing - Site of Proposed New Hospital

Hi

I need the below letter put on my letter head.

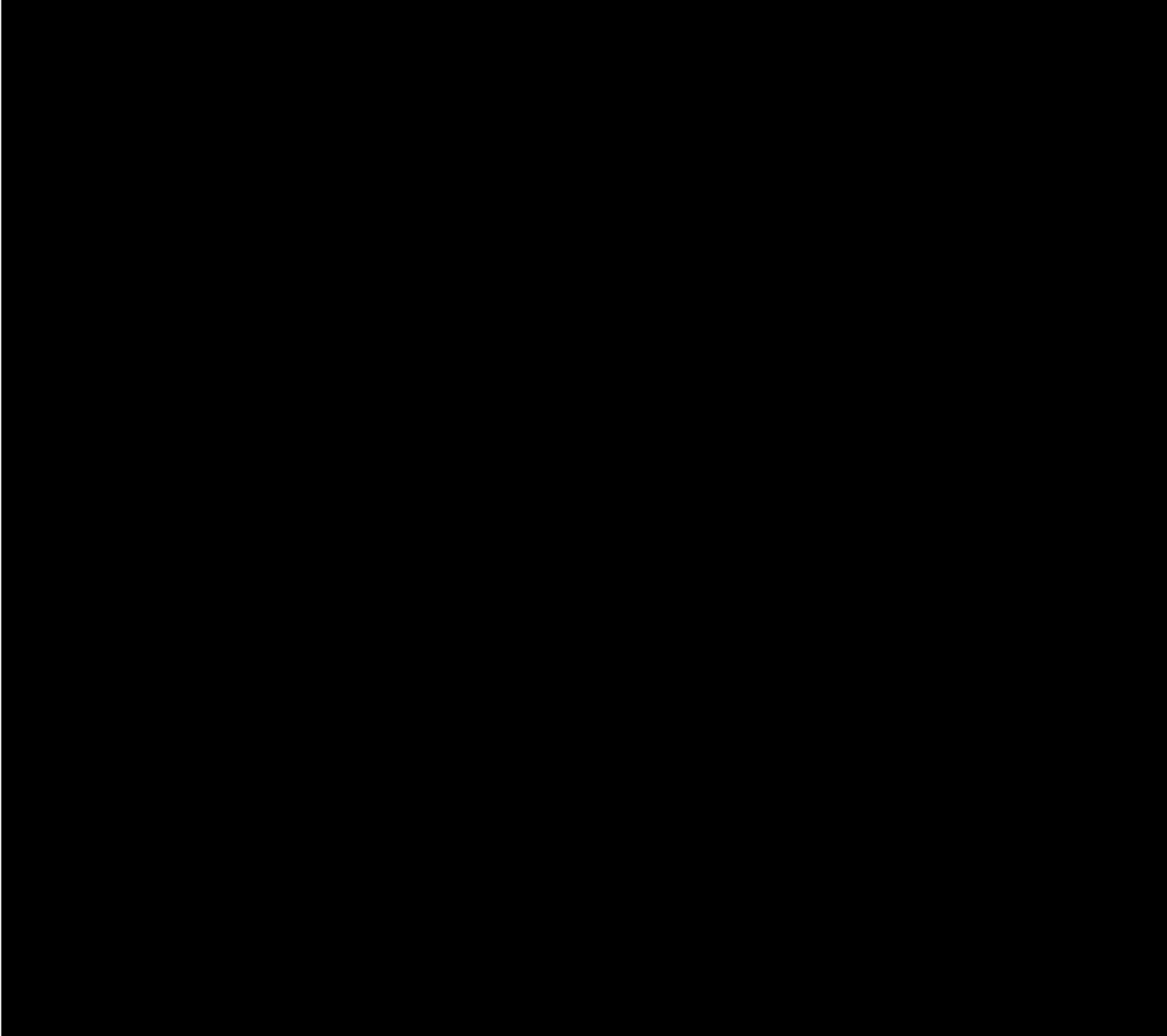
Thanks

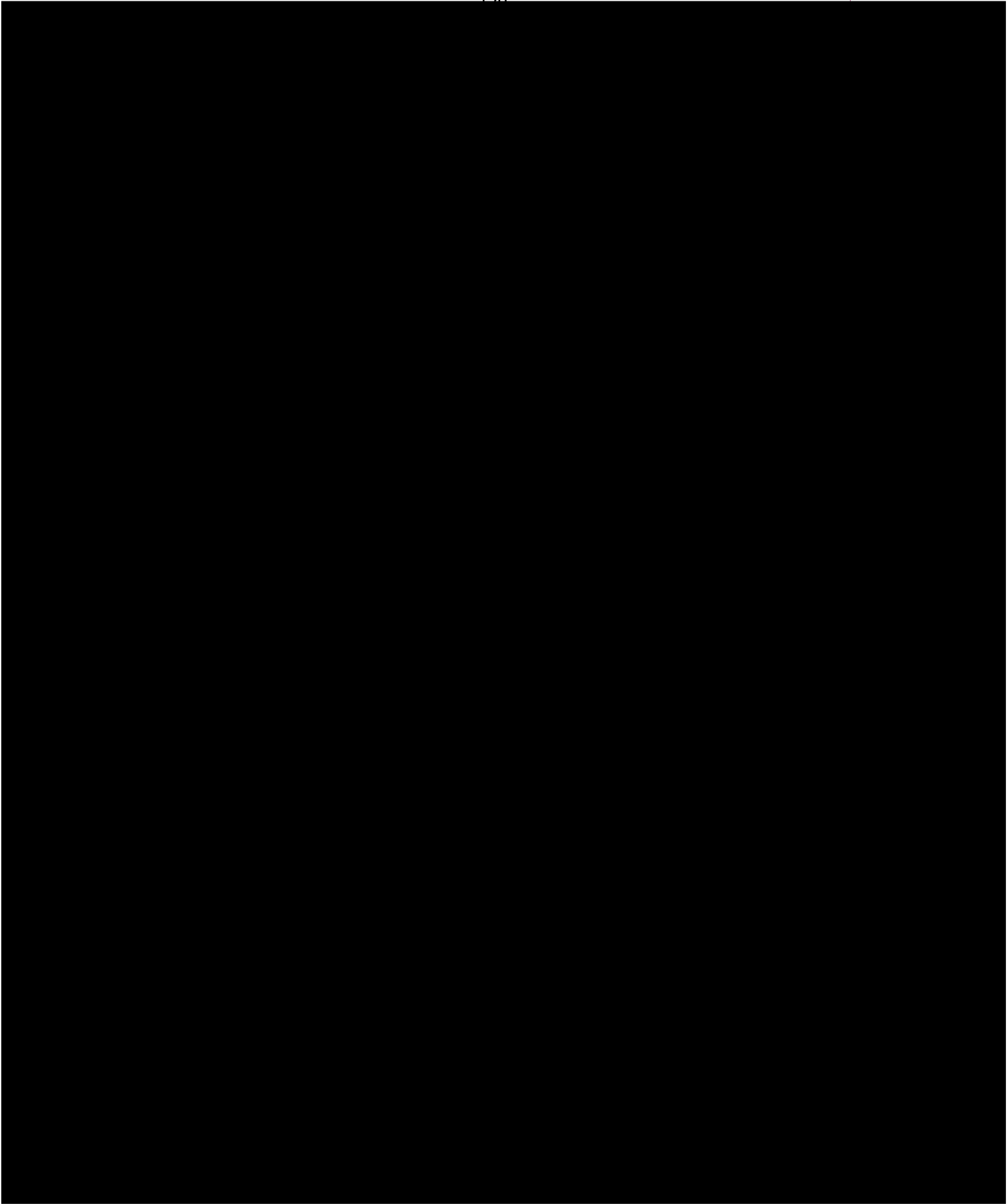
Robyn

---

**From:** Edwards, Herb <herbedwards@gov.nl.ca>  
**Sent:** Thursday, September 12, 2024 11:36 AM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** Kenmount Crossing - Site of Proposed New Hospital

s. 30(1)(a), s. 30(1)(b)





**From:** Bursey, Robyn  
**Sent:** Monday, September 9, 2024 1:51 PM  
**To:** Edwards, Herb  
**Subject:** Fwd: Kenmount Crossing  
**Attachments:** [REDACTED]

Attachment removed under section 30(1)(a)

s. 30(1)(a)

**From:** "Spracklin-Reid, Darlene" <DarleneSpracklinReid@gov.nl.ca>  
**Date:** September 9, 2024 at 1:30:22 PM NDT  
**To:** "Bursey, Robyn" <rbursey@gov.nl.ca>  
**Subject:** FW: Kenmount Crossing

---

**From:** Spracklin-Reid, Darlene <DarleneSpracklinReid@gov.nl.ca>  
**Sent:** Thursday, August 22, 2024 11:12 AM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** Fwd: Kenmount Crossing

Sent from my iPhone

Begin forwarded message:

**From:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Date:** August 22, 2024 at 11:10:21 AM NDT  
**To:** "Spracklin-Reid, Darlene" <DarleneSpracklinReid@gov.nl.ca>  
**Subject:** Kenmount Crossing

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good Morning Darlene,

As discussed yesterday, please see the attached sketch of the parcel of land that is available, shown in red.

It is approximately 65 acres; the acreage will be determined more accurately with a Legal Survey.

As originally discussed, the owners are still prepared to donate 10 acres of land for Health Care.

We are presently asking \$485,000.00 + HST per acre for land in this area and would like to get a tax receipt for the 10 acres donated. i.e. \$4,850,000.00

Based upon your request to purchase a large parcel of additional land in this area we are able to provide a significantly discounted price of \$425,000.00 + HST per acre.

So, for the entire 55 acres (65 acres – 10-acre donation) that would be an additional \$3,300,000.00 reduction in the total price.

This added to the donation is an \$8,150,000.00 savings from our asking price.

And therefore, your average price per acre for 65 acres would be \$359,615.00 per acre.

The exact acreage and total price would be based on the legal survey of the land that is agreed to and conveyed.

If you have any questions, I am available at your convenience to discuss. We look forward to hearing from you.

*Thank-you,*

*Blair*

*Blair McNiven, P. Eng.  
General Manager  
H3 Development Limited*

**From:** Bursey, Robyn  
**Sent:** Monday, August 26, 2024 4:00 PM  
**To:** Edwards, Herb  
**Subject:** FW: Kenmount Crossing  
**Attachments:** [REDACTED]

Attachment removed under section 30(1)(a)

---

**From:** Spracklin-Reid, Darlene <DarleneSpracklinReid@gov.nl.ca>  
**Sent:** Thursday, August 22, 2024 11:12 AM  
**To:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** Fwd: Kenmount Crossing

Sent from my iPhone

Begin forwarded message:

**From:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Date:** August 22, 2024 at 11:10:21 AM NDT  
**To:** "Spracklin-Reid, Darlene" <DarleneSpracklinReid@gov.nl.ca>  
**Subject:** Kenmount Crossing

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good Morning Darlene,

As discussed yesterday, please see the attached sketch of the parcel of land that is available, shown in red.  
It is approximately 65 acres; the acreage will be determined more accurately with a Legal Survey.

As originally discussed, the owners are still prepared to donate 10 acres of land for Health Care. We are presently asking \$485,000.00 + HST per acre for land in this area and would like to get a tax receipt for the 10 acres donated. i.e. \$4,850,000.00

Based upon your request to purchase a large parcel of additional land in this area we are able to provide a significantly discounted price of \$425,000.00 + HST per acre.  
So, for the entire 55 acres (65 acres – 10-acre donation) that would be an additional \$3,300,000.00 reduction in the total price.  
This added to the donation is an \$8,150,000.00 savings from our asking price.

And therefore, your average price per acre for 65 acres would be \$359,615.00 per acre.

The exact acreage and total price would be based on the legal survey of the land that is agreed to and conveyed.

If you have any questions, I am available at your convenience to discuss. We look forward to hearing from you.

**Thank-you,  
Blair**

**Blair McNiven, P. Eng.  
General Manager  
H3 Development Limited**

**From:** Carroll, Michael  
**Sent:** Monday, July 29, 2024 9:45 AM  
**To:** Spracklin-Reid, Darlene  
**Cc:** Bursey, Robyn  
**Subject:** RE: Kenmount Crossing Land

I don't believe there is any commitment at this point, [REDACTED]

s. 35(1)(d)

---

**From:** Spracklin-Reid, Darlene <DarleneSpracklinReid@gov.nl.ca>  
**Sent:** Monday, July 29, 2024 9:34 AM  
**To:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** RE: Kenmount Crossing Land

Did he happen to mention whether the city plans to take this over at some future point?

---

**From:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Sent:** Wednesday, July 24, 2024 9:01 AM  
**To:** Spracklin-Reid, Darlene <DarleneSpracklinReid@gov.nl.ca>  
**Cc:** Bursey, Robyn <rbursey@gov.nl.ca>  
**Subject:** FW: Kenmount Crossing Land

Hi Darlene,

I met yesterday with Blair McNiven. He provided the attached two documents for lands at Kenmount Crossing. [REDACTED]

s. 35(1)(d)

Please let me know if you wish to discuss further.

---

**From:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Sent:** Tuesday, July 23, 2024 12:27 PM  
**To:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Subject:** Kenmount Crossing Land

Hi Michael,

Thanks for meeting!

As discussed, please find attached the Subdivision Plan PDF.

[REDACTED]

If you require anything further do not hesitate to reach out.

s. 29(1)(a), s. 35(1)(d)

*Thank-you,  
Blair*

*Blair McNiven, P. Eng.  
General Manager  
H3 Development Limited*

**From:** Carroll, Michael  
**Sent:** Wednesday, July 24, 2024 9:01 AM  
**To:** Spracklin-Reid, Darlene  
**Cc:** Bursey, Robyn  
**Subject:** FW: Kenmount Crossing Land  
**Attachments:** Kenmount Crossing - Overall Subdivision Plan - July 2024.pdf, Joint Ownership, Service and Access Agreement - Kenmount Crossing.pdf

Hi Darlene,

I met yesterday with Blair McNiven. He provided the attached two documents for lands at Kenmount Crossing. [REDACTED]

Please let me know if you wish to discuss further.

s. 35(1)(d)

---

**From:** Blair McNiven <bmcniven@kenmountcrossing.ca>  
**Sent:** Tuesday, July 23, 2024 12:27 PM  
**To:** Carroll, Michael <MichaelCarroll@gov.nl.ca>  
**Subject:** Kenmount Crossing Land

Hi Michael,

Thanks for meeting!

As discussed, please find attached the Subdivision Plan PDF.

If you require anything further do not hesitate to reach out.

s. 29(1)(a), s. 35(1)(d)

*Thank-you,  
Blair*

*Blair McNiven, P. Eng.  
General Manager  
H3 Development Limited*

**JOINT OWNERSHIP, SERVICE AND ACCESS AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Agreement**").

**BETWEEN:**

**H3 DEVELOPMENT LTD.**, a corporation duly incorporated pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called "**H3**")

**OF THE ONE PART**

**AND:**

[•], a corporation [duly incorporated/extra-provincially registered] pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called the "**Purchaser**")

**OF THE SECOND PART**

**AND: HICKMAN GROUP OF COMPANIES**, a corporation duly incorporated pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called "**Hickman**")

**OF THE THIRD PART**

**AND:**

**HICKEY GROUP OF COMPANIES**, a corporation duly incorporated pursuant to the laws of the Province of Newfoundland and Labrador

(hereinafter called "**Hickey**")

**OF THE FOURTH PART**

(hereinafter collectively called the "**Parties**")

(For the purposes of this Agreement Hickman and Hickey shall be collectively referred to as "**Guarantors**")

**WHEREAS** H3 is the registered owner of certain lands and premises located on Kenmount Road, in the City of St. John's, in the Province of Newfoundland and Labrador, consisting of approximately 109 acres,

as more particularly described in Schedule “**A**” annexed hereto (hereinafter called the “**Kenmount Crossing**”) with an accumulation of 90 acres of developable land and 19 acres of roadways and related open space;

**AND WHEREAS** the Kenmount Crossing shall be serviced by a Private Water System constructed, owned by H3 jointly with all lot owners in Kenmount Crossing, operated, and maintained by H3 which includes a pump house and all equipment and machinery required for proper operation, a water main connecting the pump house to Kenmount Crossing, and water lines connecting the water main (inclusive of Easements from the City of St. John’s) to the building lots of Kenmount Crossing as more particularly identified in Schedule “**B**” annexed hereto (hereinafter called the “**Private Water System**”);

**AND WHEREAS** the Purchaser is the owner of a piece and parcel of land measuring \_\_\_\_ acres in Kenmount Crossing which Property is more particularly described in Schedule “**C**” attached hereto (hereinafter called the “**Property**”) TOGETHER WITH an undivided ownership in the Private Water System, held jointly with the other lot owners and H3;

**AND WHEREAS** the Parties hereto agree to execute this Agreement to confirm their obligations with respect to the ownership, operation and maintenance of the Private Water System and its service to the Kenmount Crossing and more specifically the Property, and the related rights and obligations of the Parties;

**AND WHEREAS** a condition of the Development Agreement between H3 and the City of St. John’s for Kenmount Crossing is to have a Joint Ownership, Service and Access Agreement between H3 and each property owner within Kenmount Crossing confirming the obligations for ownership, operation and maintenance of the Private Water System and a further condition is that each lot owner in Kenmount Crossing must be a joint owner in the Private Water System.

**AND WHEREAS** this Agreement shall provide for certain rights and obligations to own, operate, maintain, and repair the Private Water System and provide service to Kenmount Crossing and Property, all subject to the terms and conditions set forth herein;

**AND WHEREAS** the Guarantors are parties to this Agreement to guarantee the full performance inclusive of the ownership, operation and maintenance obligations of H3 of the Private System;

**AND WHEREAS** the Hickman Group of Companies consists of the following corporate entities; 51633 Newfoundland and Labrador Inc. which is the parent company for Hickman Motors, Hickman Chrysler, Hickman Nissan and Hickman Honda.

**AND WHEREAS** the Hickey Group of Companies consists of the following corporate entities; Canadian Auto Recycling Ltd. and Collision Clinic Limited.

**NOW THEREFORE IT IS AGREED THAT** in consideration of the sum of One Dollar (\$1.00) paid by each party to the other party, and in consideration of the respective terms, conditions, and covenants in this Agreement, and of other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties), the Parties herein agree as follows:

## ARTICLE 1 – OWNERSHIP OF THE PRIVATE WATER SYSTEM

- 1.1 Subject to the Deed of Conveyance to the Property, H3 will retain ownership, jointly with all lot owners in the Development, of the Private Water System and each owner shall be jointly and severally responsible for the ownership, operation and maintenance thereof. The Deed of Conveyance shall convey the Property to the Purchaser together with an undivided interest in the Private Water System. Each lot purchaser will be required to sign an agreement in the same form as this Agreement, and the Deed for every lot will include an undivided ownership interest in the Private System. This Agreement confirms the transfer of ownership of all real and personal property that forms part of the Private Water System from H3 to all lot owners Jointly, and the Parties agree to execute any further documents required to effect the intended transfer or any other transfers/obligations set forth in this Agreement.
- 1.2 The Private Water System shall be utilized to deliver water to the Property and Kenmount Crossing until such time that Kenmount Crossing has water delivered to it by a gravity-fed water tower or such other means that has been accepted by the City of St. John's (hereinafter called the "***Municipal System***").
- 1.3 In the event that a Municipal System is accepted by the City the Private Water System shall be either decommissioned or transferred to the City of St. John's for the consideration of One Dollar (\$1.00) and this Agreement shall be null and void at the time of transfer. The Purchaser hereby agrees to transfer any ownership rights to the Private Water System to the City, on demand of the City, for One Dollar (\$1.00).
- 1.4 A Municipal System, if accepted by the City, will be owned and maintained by the City of St. John's.
- 1.5 For greater certainty, the City of St. John's has no ownership interest in, or responsibility for, the Private Water System nor does the City of St. John's have any obligations, contractual or otherwise, to operate, or maintain (which includes repair) the Private System as defined herein, and the City has no obligation to install a Municipal System in this area.

## ARTICLE 2 – OPERATION AND MAINTENANCE OF THE PRIVATE SYSTEM

- 2.1 H3 hereby agrees that it shall be responsible for the operation and maintenance of the Private Water System on behalf of all joint owners of the Private Water System, and the costs and expenses associated with same until such time that a Municipal System is accepted by the City of St. John's, and is deemed operational. Should H3 and the Guarantors to this Agreement default in their responsibilities herein described, the responsibility for the operation and maintenance of the

Private Water System shall remain the joint and several responsibility of the Purchaser along with all other lot owners in Kenmount Crossing.

- 2.2 In undertaking the operation and maintenance of the Private System, commercially reasonable steps to perform, or cause to be performed, such maintenance shall be taken by H3, and/or the Guarantors, and/or the Purchaser and/or the other lot owners so that it will not cause any interruption, stoppage, delay, or cessation of any services to Kenmount Crossing and its lots, including the Property, that receive water from the Private Water System.
- 2.3 While operating and maintaining the Private Water System all applicable laws and governmental regulations applicable thereto shall be adhered to, however, H3 may contest any such law or regulation so long as such contest would not create any material danger of a loss of title in or to, or impairment in any way with the use or enjoyment of the Private Water System or any portion thereof, all in accordance and compliance with health and safety regulations and standards. Notwithstanding the above, the Private Water System shall be operated and maintained in accordance with all applicable legislation.
- 2.4 H3 shall open and maintain a trust account (hereinafter called the "**Trust Account**") which Trust Account shall be held in trust for the purpose of maintaining and repairing the Private Water System, for the sole and exclusive benefit of the lot owners of Kenmount Crossing at all times until such time Kenmount Crossing and its lots, including the Property, are serviced by the Municipal System. The Trust Account shall contain an initial deposit of \$110,000.00, however the Trust Account shall at all times maintain a balance sufficient to cover one major repair, estimated at \$100,000 plus one year's cost of maintenance, repair, and service of the Private Water System, as determined by a qualified engineer. A copy of a preliminary annual budget is attached hereto as Schedule "**D**".
- 2.5 In the event that H3 and the Guarantor default on their responsibilities herein the Purchaser shall remain jointly and severally responsible with the other lot owners and users of the Private Water System for the costs and expenses to maintain and repair the Private Water System and be solely responsible for the costs and expenses to maintain and repair the waterline to the Property, the Purchaser and the other lot owners and users of the Private Water System may use the funds in the Trust Account for the costs and expenses associated with the maintenance and repair of the Private Water System and the service it provides to Kenmount Crossing and its lots, including the Property, until such time that the Municipal System is installed and operational by the City of St. John's.

### **ARTICLE 3 – Guarantors**

- 3.1 The Guarantors have signed onto this Agreement to unconditionally guarantee either jointly or severally to the Purchaser the ownership obligations and due performance of the operation and maintenance obligations of H3, on behalf of the Purchaser and other lot owners, herein defined.

#### ARTICLE 4 – INDEMNITY

- 4.1 H3 and the Guarantors hereby covenant and agree to indemnify and hold harmless the Purchaser and any occupants of their respective Property from any and all claims, proceedings, liabilities, losses, damages, settlements, penalties, fines, expenses, costs, fees or charges (collectively hereinafter called the “*Losses*”) which may result from any activities in performing any maintenance or making any repairs to the Private System, save and except for any such Losses resulting from any negligent or willful act or omission of the Purchaser or its occupants, employees, agents, or contractors.
- 4.2 H3 shall maintain or cause to be maintained “all risks” coverage property insurance on Private System in the amount of the replacement cost of the Private System.

#### ARTICLE 5 – TERMINATION OF AGREEMENT

- 5.1 No breach of the provisions of this Agreement shall entitle any party to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.
- 5.2 This Agreement shall terminate and the Parties shall be released from their obligations herein once the Property is serviced by the Municipal System.
- 5.3 The Parties will be notified of the pending release of their obligations in this Agreement upon receipt of written notice from the City of St. John’s stating that the Property will be serviced by the Municipal System. The release will be effective as of the effective date of service by the Municipal System detailed in the written notice.

#### ARTICLE 6 – EFFECT OF INSTRUMENT

- 6.1 This Agreement and any right, obligation, or restriction contained herein shall run for the benefit of and bind the Property and the owners from time to time thereof. Any purchaser, transferee, assignee, or other successor in title of or to any part of the Property shall automatically be deemed, by acceptance of the title to any portion of the Property, to have assumed all obligations of this Agreement relating thereto and to have agreed with H3 to execute any and all instruments, documents, and agreements, and to take such further and other action, as may reasonably be required to carry out the intention of this Agreement.
- 6.2 Without limiting the generality of section 6.1, in the event the Purchaser sells, transfers, or assigns its respective Property, then the Purchaser shall include as a condition of such sale, transfer, or assignment that the sale, transfer, or assignment is subject to the provisions of this Agreement and to the purchaser, transferee, or assignee acknowledging and agreeing in writing, in form and content satisfactory to the Purchaser acting reasonably, to be bound by this Agreement and assume all obligations relating thereto to the extent of its interest in the Property.

- 6.3 Particular references H3, Hickman, Hickey, Guarantors or the Purchaser generally shall be deemed to refer to such parties and the respective heirs, administrators, executors, and successors, in title or otherwise, and any mortgagee of the Property or part thereof who has assumed all or any part of the obligations of the Purchaser or any occupant of the Property or part thereof who has assumed all or any part of the obligations of the Purchaser.
- 6.4 Any mortgage, charge, pledge, security interest, or other encumbrance affecting any portion of the Property shall at all times be subject and subordinate to the terms, conditions, and covenants of this Agreement, except to the extent expressly otherwise provided herein, and any party acquiring title by the exercise of the power of sale conferred by the *Conveyancing Act*, R.S.N.L. 1990, c. C-34, or otherwise through such mortgage, charge, pledge, security interest or encumbrance shall acquire title subject to all of the terms, conditions and covenants of this Agreement.
- 6.5 This Agreement shall be registered at the Registry of Deeds on the closing of the purchase of the Property, the expense of which will be incurred by H3. A release of this Agreement shall be registered at the Registry of Deeds on or after the effective date that the Property becomes serviced by the Municipal System.

#### **ARTICLE 7 – DISPUTE RESOLUTION**

- 7.1 Notwithstanding anything contained in this Agreement to the contrary, in the event that a dispute or difference arises with respect to this Agreement that cannot be resolved by negotiation among the Parties, then in such event the Parties agree to use the services of a qualified, experienced mediator to attempt to resolve the dispute or difference and, failing agreement on the procedure to be followed, the mediation shall be conducted in St. John's, NL, Canada, in accordance with the simplified rules of procedure for the conduct of mediations published by the ADR Institute of Canada Inc. commonly used in Newfoundland and Labrador. The costs and expenses of the mediation, excluding a party's legal fees and disbursements, shall be borne equally by the Parties.
- 7.2 In the event that mediation does not result in a resolution of the dispute or difference, then in such event any unresolved issue may be taken to any other appropriate dispute resolution process agreed to by the Parties, including arbitration or an appropriate court process. Should arbitration be agreed upon, and failing agreement on the procedure to be followed, the arbitration shall be conducted in St. John's, NL, Canada, in accordance with the simplified rules of procedure for the conduct of arbitrations published by the ADR Institute of Canada Inc. commonly used in Newfoundland and Labrador and pursuant to the *Arbitration Act*, R.S.N.L. 1990, c. A-14, as amended from time to time. The arbitrator shall render an award or determination within ten (10) days, which shall be binding upon the Parties hereto, their heirs, executors, administrators, and assigns. The costs and expenses of the arbitration, excluding a party's legal fees and disbursements, shall, unless otherwise ordered by the arbitrator, be borne equally by the Parties.

## ARTICLE 8 – REMEDIES

8.1 If any party shall default in the performance of an obligation (hereinafter called the “**Defaulting Party**”) contained in this Agreement on its part to be performed, which default affects another party to this Agreement (hereinafter called an “**Affected Party**”), such Affected Party, in addition and without prejudice to any other right or remedy it may have at law or in equity, after thirty (30) days’ prior written notice to the Defaulting Party (or, in the event of an emergency, after such notice as is practical under the circumstances) and the failure of the Defaulting Party to rectify the default during such thirty (30) day period (or in the event that such default cannot reasonably be rectified within thirty (30) days, then within a reasonable time given the particular circumstances as approved by the Affected Party, provided that the Defaulting Party is diligently proceeding to rectify such default), shall have the right to perform such obligation on behalf of the Defaulting Party. If the Affected Party commences to rectify any such default, it shall diligently pursue and complete the rectification. In such event, the Defaulting Party shall promptly reimburse the Affected Party the reasonable cost thereof, together with interest thereon from the date such cost was incurred at a rate equal to two percent (2%) in excess of the prime lending rate charged by the Bank of Nova Scotia for commercial loans to its most preferred commercial customers.

## ARTICLE 9 – NOTICES

9.1 Any notices, requests, demands or other communications by the terms hereof required or permitted to be given by a party to another party shall be sufficiently served if sent by personal delivery, registered mail, postage prepaid, facsimile transmission, or by electronic mail in portable document format (PDF), in the case of H3 Development Ltd.:

Address: 85 Kenmount Road, St. John’s, NL, A1B 3N7  
 Facsimile: 709-726-9826  
 E-Mail: bhickman@hickmanmotors.ca  
 Attention: Bert Hickman

and in the case of Hickman Group of Companies to:

Address: 85 Kenmount Road, St. John’s, NL, A1B 3N7  
 Facsimile: 709-726-9826  
 E-mail: bhickman@hickmanmotors.ca  
 Attention: Bert Hickman

and in the case of Hickey Group of Companies to:

Address: 685 Topsail Rd. St. John’s, NL, A1E 2E3  
 Facsimile:  
 E-mail: ghickey@autopartsnetwork.ca  
 Attention: Glenn Hickey

and in the case of [•] to:

Address:  
Facsimile:  
Attention:

Any party may by notice given in accordance with this section change its address for the purpose hereof.

#### **ARTICLE 10 – GENERAL**

- 10.1 The headings contained in this Agreement are for convenience only, and do not form part of, and shall not affect the construction or interpretation of this Agreement, or any part thereof.
- 10.2 Any indulgence granted by any party in respect of the performance by any other party of obligations under this Agreement, or any neglect or failure by any party to enforce any of the terms of this Agreement, shall not be construed as a waive or variation of this Agreement, or otherwise prejudice any of that party's rights under the Agreement.
- 10.3 No failure or delay by any party in exercising any right, power, or privilege under this Agreement shall operate as a waive thereof, nor shall any single or partial exercise by any party of any right, power, or privilege hereunder preclude any further exercise thereof or the exercise of any other right, power, or privilege.
- 10.4 If any clause or provision of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful, or unenforceable, then such clause or provision shall be severed from the remainder of the Agreement or clause, and that remainder shall continue to be valid and enforceable to the fullest extent permitted by law. In that event, the parties shall negotiate in good faith to replace any invalid, unlawful, or unenforceable clause or provision with a suitable substitute clause or provision, which maintains as far as possible the purpose and effect of this Agreement.
- 10.5 No waiver or modification of any provisions herein shall be binding upon the parties unless the same is in writing and duly executed by the respective parties hereto.
- 10.6 This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein and the Parties agree to submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador as regards any claim, dispute, or matter arising out of or relating to this Agreement, notwithstanding any conflict of laws or choice of law principles to the contrary.
- 10.7 The Parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

- 10.8 This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall be one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- 10.9 Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 10.10 This Agreement constitutes and embodies the entire agreement between the Parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the Parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by all Parties. Any schedules referred to herein are incorporated herein by reference and form part of this Agreement.
- 10.11 This Agreement shall be binding upon the Parties hereto and shall enure to the benefit of their respective heirs, administrators, executors, and successors, in title or otherwise.
- 10.12 The Parties agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by way of telecopy or electronic mail in portable document format (PDF) devices will be treated as binding as if originals and each party undertakes to provide each other party with a copy of this Agreement bearing original signatures forthwith upon demand.

**[PAGE INTENTIONALLY LEFT BLANK – EXECUTION PAGE TO FOLLOW]**

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed the day and year first before written.

**SIGNED, SEALED, and DELIVERED**  
by H3 Development Ltd. before me:

\_\_\_\_\_

**H3 DEVELOPMENT LTD.**

\_\_\_\_\_  
Per:

**SIGNED, SEALED, and DELIVERED**  
by Hickman Group of Companies before me:

\_\_\_\_\_

**HICKMAN GROUP OF COMPANIES**

\_\_\_\_\_  
Per:

**SIGNED, SEALED, and DELIVERED**  
by Hickey Group of Companies before me:

\_\_\_\_\_

**HICKEY GROUP OF COMPANIES**

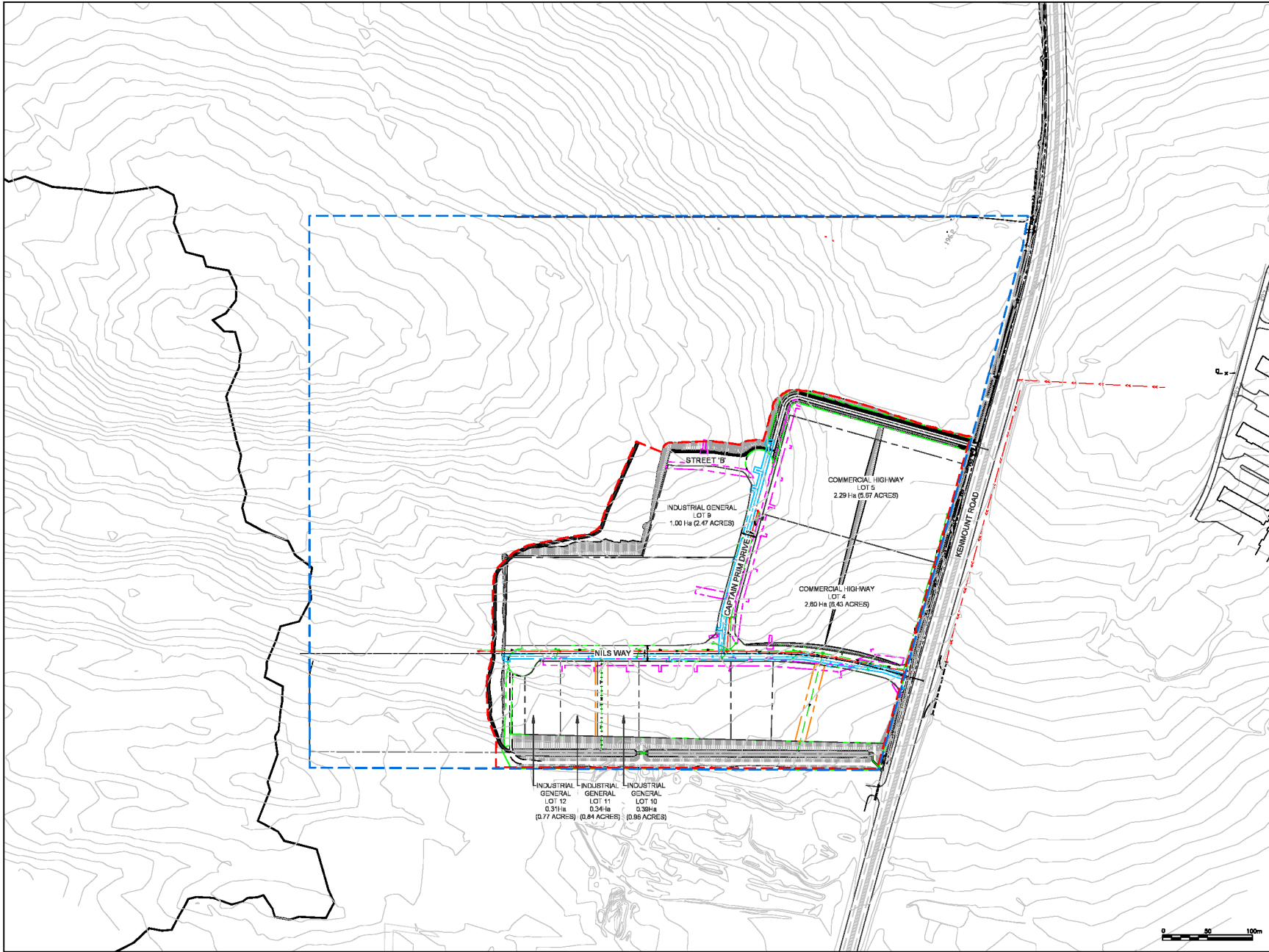
\_\_\_\_\_  
Per:

**SIGNED, SEALED, and DELIVERED**  
by [•] before me:

\_\_\_\_\_

**[•]**

\_\_\_\_\_  
Per:



CONTRACTOR MUST VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE BEFORE PROCEEDING WITH ANY PORTION OF THIS WORK. REPRODUCTIONS OF THIS DRAWING MAY HAVE BEEN REDUCED OR ENLARGED. REFER TO GRAPHIC SCALE. DO NOT SCALE DRAWINGS FOR CONSTRUCTION.

A - PLAN SECTION, ELEVATION OR DETAIL No.  
 B - No. OF DRAWING WHERE A IS ON SITE PLAN  
 C - No. OF DRAWING WHERE A IS DETAILED

- LIMITS OF PHASE 1
- DEVELOPMENT BOUNDARY AREA = 108 ACRES
- SANITARY SEWER INFRASTRUCTURE
- STORM SEWER INFRASTRUCTURE
- WATERMAIN INFRASTRUCTURE
- NL POWER EASEMENT
- STORM SEWER EASEMENT
- WATERMAIN EASEMENT
- ROAD AND DETENTION POND LIMITS

s. 40(1)

A	ISSUED FOR CLIENT REVIEW	DATE
No.	REVISIONS	APP. DWN. DATE

NORTH

STAMP



PERMIT STAMP:

PROVINCE OF NEWFOUNDLAND AND LABRADOR

PERMIT HOLDER: This Permit Allows

PROGRESSIVE ENGINEERING & CONSULTING INC.

To practice Professional Engineering in Newfoundland and Labrador, Permit No. as issued by PEBB 10556, which is valid for the year 2016.

OWNER/CLIENT NAME:

9  
 H3 DEVELOPMENT LTD.

PROJECT TITLE:

H3 DEVELOPMENT PHASE 1

DRAWING TITLE:

SUBDIVISION PLAN

DRAWN BY:	DESIGNED BY:	APPROVED BY:
J.P.	J.P.	V.B.
DATE:	DATE:	SCALE:
N/A	JAN 2018	AS SHOWN
PROJECT No:	DRAWING No:	REV.
2016-019	PR-2	A