

MEMORANDUM OF UNDERSTANDING

Dated for reference this 28 day of FEBRUARY, 2011

Between: **MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE**
240 – 4460 Chatterton Way
Victoria, BC, V8X 5J2

(the "Ministry")

And: **DISTRICT OF SOOKE**
2205 Otter Point Road
Sooke, BC, V9Z 1J2

(the "District")

(collectively the "Parties")

GIVEN THAT:

- A. The Ministry has ownership and possession of the provincial arterial highway, Highway 14, partially located in the District of Sooke, British Columbia, and more particularly known and described as Sooke Road and West Coast Road ("Highway 14");
- B. The District has ownership and possession of all highways except Highway 14 within the boundaries of the municipality under section 35 of the *Community Charter*;
- C. The Parties have agreed to enter into this Memorandum of Understanding to establish the Highway 14 right of way width requirements; and
- D. The Parties are interested in proceeding with the development of both the Highway 14 and the Grant Road Connector, as shown in the attached Schedules, to provide two routes through the District of Sooke for the community benefit of both the residents of and visitors to the area, as well as those traveling through Sooke.

NOW THEREFORE this Memorandum of Understanding witnesses that the parties would like to proceed as follows:

1.0 PURPOSE

- 1.1 The purpose of this Agreement is to establish design guidelines or requirements for the design of Highway 14 and the Grant Road Connector and provide an avenue for continuous dialogue between the Parties to regularly review the requirement for a second bridge access over the Sooke River into the District of Sooke core.
- 1.2 This MOU is not a legally binding or enforceable contract, noting that the parties do not intend to create legal relations under this MOU.
- 1.3 On the basis of the premises set out in Paragraphs A to D of this MOU, and the principles and objectives set out in this MOU, the Parties would like to treat each other with the utmost good faith with a view to cooperation, understanding, and accordingly would like to enter into binding legal agreements to give effect to the principles, objectives, terms and conditions set out in this MOU.
- 1.4 The Parties will negotiate and enter into agreements under which the Ministry will reduce their requirement for the Highway 14 right of way from a 30m width to a 25m width including a 2.5m statutory right of way for the benefit of the Ministry and the District, on either side, subject to terms and conditions satisfactory to each party and the Schedules to this MOU. The statutory right of way shown in the attached schedule is to be provided for hard and soft landscaping only.
- 1.5 The District, whenever possible, will endeavor to apply the MOU requirements even in the absence of a rezoning application.
- 1.6 Nothing in this MOU affects the statutory authority or duty of the District to exercise its powers under the *Community Charter, Local Government Act* and other applicable legislation.
- 1.7 The District, whenever possible, will endeavor to provide an alternate connector in accordance with the attached road cross section drawing, R11SS, and located as generally shown on the attached Schedule A, drawing TN-1, *Proposed Major Road Network*.

2.0 COOPERATION

2.1 The Parties will:

- i) meet at least once in each calendar year, and more frequently as it may consider necessary to carry out its responsibilities under this Agreement; and
- ii) meet as required to discuss reviews of and potential amendments to this Agreement.

2.2 The Parties' representatives will also meet from time to time on an *ad hoc* basis to deal with issues outside the scope of the current work plan that are of mutual interest, and for that purpose either of the Parties may initiate a meeting by contacting the principal appointed officer of the other. Each of the Parties agrees to acknowledge such initiatives in a timely way, and to assign staff or other representatives to meet with the representatives of the other to deal with the issue to the extent that staff and other resources reasonably permit.

3.0 AREAS OF COORDINATION

3.1 The Ministry recognizes the District's desire for a second bridge crossing of the Sooke River to facilitate emergency access. The Parties agree to work cooperatively in planning for all transportation needs.

3.2 The Ministry and the District commit to also develop concurrence in coordination of planning and consideration of all intersections, including locations of roundabouts, traffic lights, permanent road closures and rights in/rights out for Highway 14.

4.0 COMMUNICATION

4.1 The parties acknowledge that the success of this relationship will be based on open and transparent communications based on trust, respect and mutual understanding.

4.2 Each of the parties acknowledges that information provided to the other in the course of activities contemplated by this Agreement may be subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

4.3 In cases where either of the parties wishes to provide information to the other in expectation of confidentiality, it may so indicate and the other will, acting reasonably, accept and hold such information in confidence to the extent permitted by law.

5.0 TERM OF AGREEMENT

- 5.1 This agreement shall take effect upon the adoption of authorizing resolutions by the Ministry and the District Council.
- 5.2 This agreement is subject to amendment from time to time by mutual agreement. Such amendment must be in writing and authorized by resolution of the Ministry and the District Council.
- 5.3 This agreement will remain in effect unless terminated by either of the parties by providing sixty days' notice in writing, to be delivered by hand, facsimile or Express post requiring acknowledgement on delivery.

6.0 GENERAL

- 6.1 Each Party will bear their own costs for the preparation and implementation of this and all other agreements referred to or resulting from this MOU. The Parties may also work together to apply for funding from external sources to support this MOU and projects being developed under this MOU, and may agree to share the costs of certain projects from time to time.
- 6.2 The Parties are committed to ensuring that discussions and negotiations take place in a prompt and timely manner without undue or unreasonable delays by either Party.
- 6.3 The following Schedules are attached for reference in the discussion and negotiations between the Parties and form part of this MOU Agreement:

Schedule A Proposed Major Road Network, March 2010

Schedule B *R11SS* Typical Section 25.0m
Grant Road Connector - Proposed, July 2010

Schedule C R12SS-A Typical Section 25.0m - Highway 14
Sooke Rd – West Coast Rd - Proposed, July 2010

Schedule D R12SS-B Typical Section 25.0m - Highway 14
Sooke Rd – West Coast Rd – Potential Future, July 2010

Schedule E R12SS-TC-A Typical Section 25.0m - Highway 14
Town Centre - Sooke Rd - Proposed, July 2010

Schedule F R12SS-TC-B Typical Section 25.0m - Highway 14
Town Centre - Sooke Rd – Potential Future, July 2010

Signed the 30 day of MARCH , 2011.


Ministry of Transportation and Infrastructure

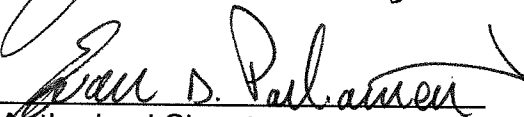
Per: 
Authorized Signatory R. Webb, OPS. Manager

Per: _____
Authorized Signatory

Signed the 28 day of February , 2011.

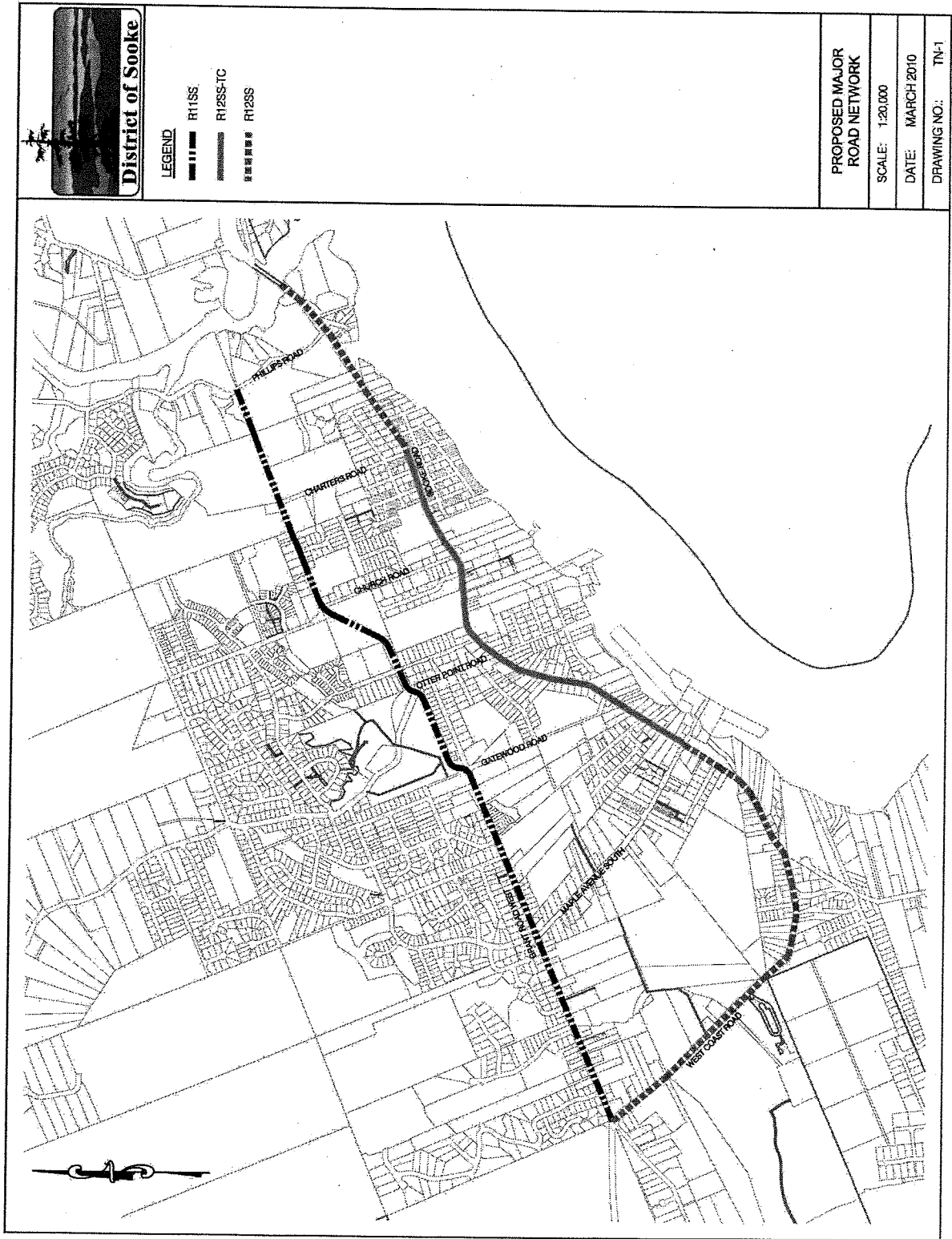
District of Sooke

Per: 
Authorized Signatory MAYOR JANET EVANS

Per: 
Authorized Signatory EVAN PARLIAMENT, CAO

SCHEDULE A

Proposed Major Road Network



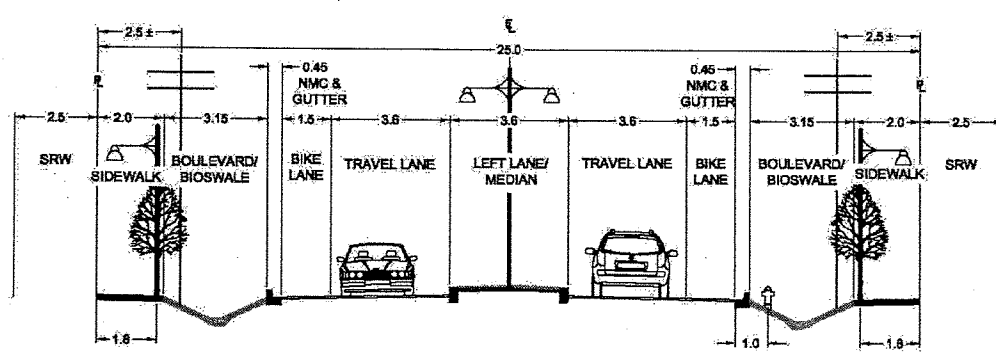
SCHEDULE B

**R11SS - Typical Section 25.0m
Grant Road Connector**

<p>District of Sooke Engineering Specifications</p>	<p>SUPPLEMENTAL STANDARD DETAIL DRAWINGS</p>	
<p>The diagram shows a symmetrical cross-section of a 25.0m wide road. The central section consists of a 3.6m wide Left Lane / Median with a street light, flanked by two 3.6m wide Travel Lanes, each containing a car. This central section is bordered by 3.85m wide Boulevard/Bioswales, each with a 0.45m NMC & Gutter. The outermost sections are 3.0m wide Multi-Use Trails, each featuring a tree 2.8m from the property line. A 1.0m wide area is indicated between the bioswales.</p>		
<p>NOTES:</p> <ol style="list-style-type: none"> 1. ALL CONSTRUCTION TO CONFORM TO TAC GUIDELINES AND DISTRICT OF SOOKE SUPPLEMENTS AND BYLAWS 2. THIS SECTION IS A TYPICAL MID-BLOCK DESIGN. INTERSECTIONS ARE TO BE DESIGNED INDEPENDENTLY 3. PLACE HYDRANT 1.0m FROM EDGE OF PAVEMENT 4. PLACE STREET TREES 2.8m FROM PROPERTY LINE 5. POSSIBLE ADDITIONAL FUTURE TRAVEL LANES COULD BE ACCOMMODATED WITHIN THE BOULEVARD / BIOSWALE AREAS 6. ALL UTILITIES TO BE UNDERGROUND 7. 3.5m BUS PULL OUT TO BE LOCATED WITHIN BOULEVARD / BIOSWALE WHERE NEEDED. 		
<p>Typical Section 25.0m Grant Road Connector - Proposed</p>	<p>Revision Date: JULY 2010</p>	<p>Drawing Number: R11SS</p>

SCHEDULE C

**R12SS-A – Typical Section 25.0m – Highway 14
Sooke Road – West Coast Road - Proposed**

<p>District of Sooke Engineering Specifications</p>	<p>SUPPLEMENTAL STANDARD DETAIL DRAWINGS</p>	
 <p>NOTES:</p> <ol style="list-style-type: none"> 1. 2.5m LANDSCAPING ZONE WITHIN SRW TO BE MAINTAINED BY PROPERTY OWNERS 2. ALL CONSTRUCTION TO CONFORM TO TAC GUIDELINES AND DISTRICT OF SOOKE SUPPLEMENTS AND BYLAWS 3. THIS SECTION IS A TYPICAL MID-BLOCK DESIGN. INTERSECTIONS ARE TO BE DESIGNED INDEPENDENTLY 4. PLACE HYDRANT 1.0m FROM EDGE OF PAVEMENT 5. ALL BUS STOPS TO BE FULL PULL OUT TO MOT TAC STANDARDS 6. PLACE STREET TREES AND STREETLIGHTS 1.8m FROM PROPERTY LINE 7. 3.0m BUSS PULL OUT TO BE LOCATED WITHIN BOULEVARD / BIOSWALE WHERE NEEDED 		
<p>Typical Section 25.0m - Highway 14 Sooke Rd - West Coast Rd - Proposed</p>	<p>Revision Date: JULY 2010</p>	<p>Drawing Number: R12SS-A</p>

SCHEDULE D

R12SS-B – Typical Section 25.0m – Highway 14
 Sooke Road – West Coast Road – Potential Future

<p>District of Sooke Engineering Specifications</p>	<p>SUPPLEMENTAL STANDARD DETAIL DRAWINGS</p>	
<div style="text-align: center;"> </div> <p>NOTES:</p> <ol style="list-style-type: none"> 1. 2.5m LANDSCAPING WITHIN SRW TO BE MAINTAINED BY PROPERTY OWNERS 2. ALL CONSTRUCTION TO CONFORM TO TAC GUIDELINES AND DISTRICT OF SOOKE SUPPLEMENTS AND BYLAWS. 3. THIS SECTION IS A TYPICAL MID-BLOCK DESIGN. INTERSECTIONS ARE TO BE DESIGNED INDEPENDENTLY 4. PLACE HYDRANT 1.0M FROM EDGE OF PAVEMENT 5. PLACE STREET TREES AND STREETLIGHTS 1.8m FROM PROPERTY LINE (1.0m FROM EDGE OF PAVEMENT) 6. ALL UTILITIES TO BE UNDERGROUND 		
<p>Typical Section 25.0m - Highway 14 Sooke Rd - West Coast Rd - Potential Future</p>	<p>Revision Date: JULY 2010</p>	<p>Drawing Number: R12SS-B</p>

SCHEDULE E

**R12SS-TC-A -Typical Section 25.0m – Highway 14
Town Centre - Sooke Road - Proposed**

<p>District of Sooke Engineering Specifications</p>	<p>SUPPLEMENTAL STANDARD DETAIL DRAWINGS</p>	
<p>NOTES:</p> <ol style="list-style-type: none"> 1. LANDSCAPING WITHIN 2.5m SRW TO BE MAINTAINED BY PROPERTY OWNERS 2. ALL CONSTRUCTION TO CONFORM TO TAC GUIDELINES AND DISTRICT OF SOOKE SUPPLEMENTS AND BYLAWS. 3. THIS SECTION IS A TYPICAL MID-BLOCK DESIGN. INTERSECTIONS ARE TO BE DESIGNED INDEPENDENTLY 4. PLACE HYDRANT 1.0m FROM EDGE OF PAVEMENT 5. ALL BUS STOPS TO BE FULL PULL OUT TO MOT TAC STANDARDS 6. PLACE STREET TREES AND STREETLIGHTS 1.8m FROM PROPERTY LINE 7. 3.0m BUS PULL OUT TO BE LOCATED WITHIN BOULEVARD / BIOSWALE WHERE NEEDED 		
<p>Typical Section 25.0m - Highway 14 Town Centre - Sooke Rd - Proposed</p>	<p>Revision Date: JULY 2010</p>	<p>Drawing Number: R12SS-TC-A</p>

SCHEDULE F

**R12SS-TC-B - Typical Section 25.0m – Highway 14
Town Centre - Sooke Road – Potential Future**

<p>District of Sooke Engineering Specifications</p>	<p>SUPPLEMENTAL STANDARD DETAIL DRAWINGS</p>	
<p>NOTES:</p> <ol style="list-style-type: none"> 1. LANDSCAPING WITHIN 2.5m SRW TO BE MAINTAINED BY PROPERTY OWNERS 2. ALL CONSTRUCTION TO CONFORM TO TAC GUIDELINES AND DISTRICT OF SOOKE SUPPLEMENTS AND BYLAWS 3. THIS SECTION IS A TYPICAL MID-BLOCK DESIGN. INTERSECTIONS ARE TO BE DESIGNED INDEPENDENTLY 4. PLACE HYDRANT 1.0m FROM EDGE OF PAVEMENT 5. PLACE STREET TREES AND STREET LIGHTS 1.8m FROM PROPERTY LINE (1.0m FROM EDGE OF PAVEMENT) 6. ALL UTILITIES TO BE UNDERGROUND 		
<p>Typical Section 25.0m - Highway 14 Town Center - Sooke Rd - Potential Future</p>	<p>Revision Date: JULY 2010</p>	<p>Drawing Number: R12SS-TC-B</p>

MEMORANDUM OF UNDERSTANDING

AMENDMENT

Dated for reference January 1st, 2013.

Between: **MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE**
240 – 4460 Chatterton Way
Victoria, BC, V8X 5J2

(the "Ministry")

And: **DISTRICT OF SOOKE**
2205 Otter Point Road
Sooke, BC, V9Z 1J2

(the "District")

(collectively the "Parties")

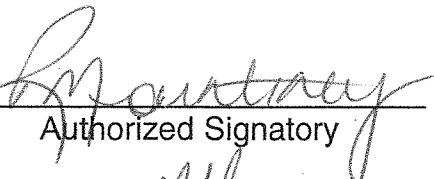
GIVEN THAT:


- A. The parties entered into a Memorandum of Understanding ("MOU") dated for reference February 28, 2011
- B. The alignment of the Proposed Major Road Network has changed, requiring an amendment to the MOU;

NOW THEREFORE this amendment witnesses that the parties agree that Schedule A "Proposed Major Road Network" of the MOU is deleted and is replaced by Appendix 1 "Schedule A Proposed Major Road Network" of this agreement.

Signed the 20 day of February, 2013.

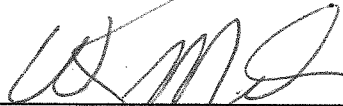
Ministry of Transportation and Infrastructure


Per: 
Authorized Signatory

Per: 
Authorized Signatory

Signed the 29 day of January, 2013.

District of Sooke

Per: 
Authorized Signatory
MAYOR WENDAL MILNE

Per: 
Authorized Signatory
DAVE GAWLEY, CAO

APPENDIX 1

“SCHEDULE A

Proposed Major Road Network”

