SCHEDULE "A" PROPOSED TERMS AND CONDITIONS
Hopewell Development (Manitoba) Inc. ("Developer")
To construct a Berm Utilizing Lime Mud on City Owned Property

at Brady Road Resource Management Facility located at 1901 Brady Road
(Shown as "Lime Mud Berm Areas" on attached Misc. Plan No. 13433/3)

Use:	For construction of a berm utilizing lime mud to serve as a permanent landscape feature in accordance with the Remediation Plan for the Subject Property located at 555 Hervo Street dated March 20, 2014 and associated approval from Manitoba Conservation and Water Stewardship (CWS) dated April 25, 2014 (the "Permitted Activity") and not for any other purpose except with the prior written consent of the City of Winnipeg (the "City").
Term for Construction, Maintenance & Liability:	A Seven (7) year term, commencing on or before the date of entry onto the Subject Property to commence berm construction The Developer covenants and agrees that it shall fully indemnify the City and save the City harmless from and against any and all losses, claims, actions, damages, liabilities and expenses from and against any loss of life, personally injury, damage to property or any other loss or injury whatsoever (including, without limitation, any environmental liability, but excepting any environmental liability caused by the presence of hazardous substances which were located in, on or under the Subject Property prior to the Term or which were not released, placed or brought onto the Subject Property by the Developer) arising from or out of the Developer undertaking the Permitted Activity. If the City shall, without fault on its part, be made a party to any litigation commenced by or against the Developer, the Developer shall protect, indemnify and hold the City harmless and pay all costs, expenses and legal fees of the City so that the City shall suffer no loss or harm in negligence or willful misconduct of the City or those for whom it is at law responsible. The indemnity provided in this section shall survive the Term or other expiry of this Agreement.
Fee & Charges:	The Developer shall bear all costs, efforts and expenses associated with the relocation, construction, maintenance or repair of the berm on Subject Property.
Other Fees, Licenses, Taxes, etc.:	The Developer shall be responsible for all license fees, permit and other fees in respect to the transportation, relocation, construction, maintenance or repair resulting from the construction of the berm.
Insurance:	The Developer shall provide and maintain the following insurance coverage at all times during the duration of the contract. 1) Commercial general liability insurance, in the amount of at least five million dollars ($5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, a cross-liability clause; such liability policy to also contain blanket contractual liability cover, and contractor's

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equipment cover;

2) A Builder's Risk insurance policy, for 100% of the total project cost.

3) Contractor's Pollution Liability insurance with a minimum limit of $5,000,000. Such policy shall include clean-up costs and restoration, transported cargo, and diminution in value as per industry standards.

4) Professional Errors and omissions Liability insurance in an amount not less than $2,000,000 per claim and $4,000,000 in the aggregate and shall remain in force for twenty-four (24) months after the duration of the contract.

The Developer shall require each of its Contractors or Sub-contractor to provide comparable insurance to that set forth in 1 above.

All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba;

Loss, if any, shall be payable to The City of Winnipeg, as their interests may appear:

Deductibles shall be borne by the Developer;

The Developer shall provide written notice to the City of Winnipeg of any material changes to their policies within thirty (30) days of the change taking effect;

The Developer shall file with the City an annual Certificate of Insurance in a form satisfactory to the City Solicitor;

The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance to this Agreement and for any subsequent renewals thereof, provided that the City shall give the Developer reasonable notice and shall request reasonable change.

Special Conditions:

The Developer hereby acknowledges that the Subject Property is currently identified by the City of Winnipeg as a future landfill site

Conditions:

1. All reasonable precautions shall be undertaken in connection with the use of open flames or other sources of ignition.
2. The proposed berm construction shall include, but not be limited to, the following conditions of construction being met and submitting a design for approval by the Director of Water and Waste prior to submission for formal application to the appropriate agencies and entities for approval:
    a. Minimum 3 meter deep and maximum 24.5 meter wide excavation
    b. Acceptable berm height shall be constructed 3 m above prairie

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elevation with 4:1 side slope and a 5 m wide top

c. Estimated length of berm to utilize approximately 500,000 cubic meters of lime mud is roughly 6.5 km (6500 m)

d. Installation, purchase and maintenance of any leachate or liner systems that are deemed to be required by the Director of Water & Waste and/or the Province of Manitoba would be borne solely by the Developer.

e. Berm design and construction by the Developer shall require and ensure no additional cost for maintenance to the City.

f. All earthworks cost and management to be borne by the Developer, and construction schedule to be acceptable to the operation, for excess clay excavation to be utilized and/or stockpiled for use in the landfill operation. All material excavated shall remain the property of the City of Winnipeg.

g. The proposed berm construction and location would be identified on a landscape plan under seal by a professional engineer submitted for approval by and acceptable to the Director of Water & Waste, or his/her designate, and the landscape plan would not hinge on the berm construction.

h. A geotechnical report, under seal by a professional engineer, verifying stability of proposed berm construction based on design configuration and use shall be submitted for review and verification by an independent third party consultant. All costs of said report and consultant verifications shall be borne by the Developer. Consultant selection shall be acceptable to both the Developer and the Director of Water & Waste, or delegated authority in accordance with City Materials Management Policies.

3. Formal notification for the disposal/utilization of the material on the Brady Road Resource Management Facility, License 3081R, will be required to be submitted to the Director of Manitoba Conservation and Water Stewardship for consideration and approval prior to any construction activities.

4. Evidence of approval by the Province of Manitoba by virtue of submission of special waste receipt and placement location specifying the cover required to the Director of Water & Waste for subsequent approval.

5. The Developer shall, within five (5) Business Days of a request by the Director of Water & Waste, or his designate, provide proof, satisfactory to the said Director, or designate, that the Contractor/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

   (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba

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Heavy Construction Association's WORKSAFELY™ COR™ Program; or

(b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

(c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/).

6. The construction and maintenance of the berm on the Subject Property will be performed at the sole cost, expense, and effort of the Developer, including, but not limited to, obtaining all permits required to construct and maintain the berm on the Subject Property and for its intended use, prior to the commencement of the construction of the berm on the Subject Property.

7. The Developer shall comply with all applicable statutes, by-laws, ordinances and regulations of any federal, provincial or municipal authority pertaining to the construction of the berm utilizing lime mud on the Subject Property by the Developer.

8. The Developer will not erect or permit the erection of any building or structure whatsoever on the Subject Property, except as herein indicated, nor make any excavation therein or improvement thereon, without the written authority of the City's Director of Water and Waste Department.

9. The Developer will access the site via Waverley Street and/or Rue Des Trappistes and maintain same for the use of the Developer to the satisfaction of the Director, Water and Waste Department.

10. Internal and external roadways shall be maintained throughout construction and returned to equal or better than pre-construction at the conclusion of the project or portion thereof if construction continues over the winter.

11. Any other terms and conditions as are deemed necessary by the Director of the Planning, Property, and Development Department, and by the City Solicitor/Director of Legal Services to protect the City's interests, provided that no such terms and conditions shall be binding on the Developer unless agreed to in writing by the Developer.

12. Prior to commencing construction, the Developer shall obtain the consent of the Minister charged with the administration of the Environment Act of Manitoba.

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13. Prior to commencing construction, the Developer shall provide a letter of credit in the City's favour in an amount satisfactory to the City, acting reasonably, that would ensure that the berm is completed to the City's satisfaction.
14. The Developer agrees to enter into an appropriate Agreement with the City embodying the within terms and conditions and in a form satisfactory to the City Solicitor/Director of Legal Services and the Developer's legal counsel, both acting reasonably.
15. Final approval by the City of Winnipeg's Council, or its delegated authority.

Hopewell Development (Manitoba) Inc. hereby agrees to enter into an Agreement with the City of Winnipeg for the use of the property identified as "Subject Property" on the attached Misc. Plan No. **13433/3** and in accordance with the terms and conditions as outlined in these Proposed Terms and Conditions.

Per: _____ AUGUST 20, 2014

Donald A. Larke — **Date:**

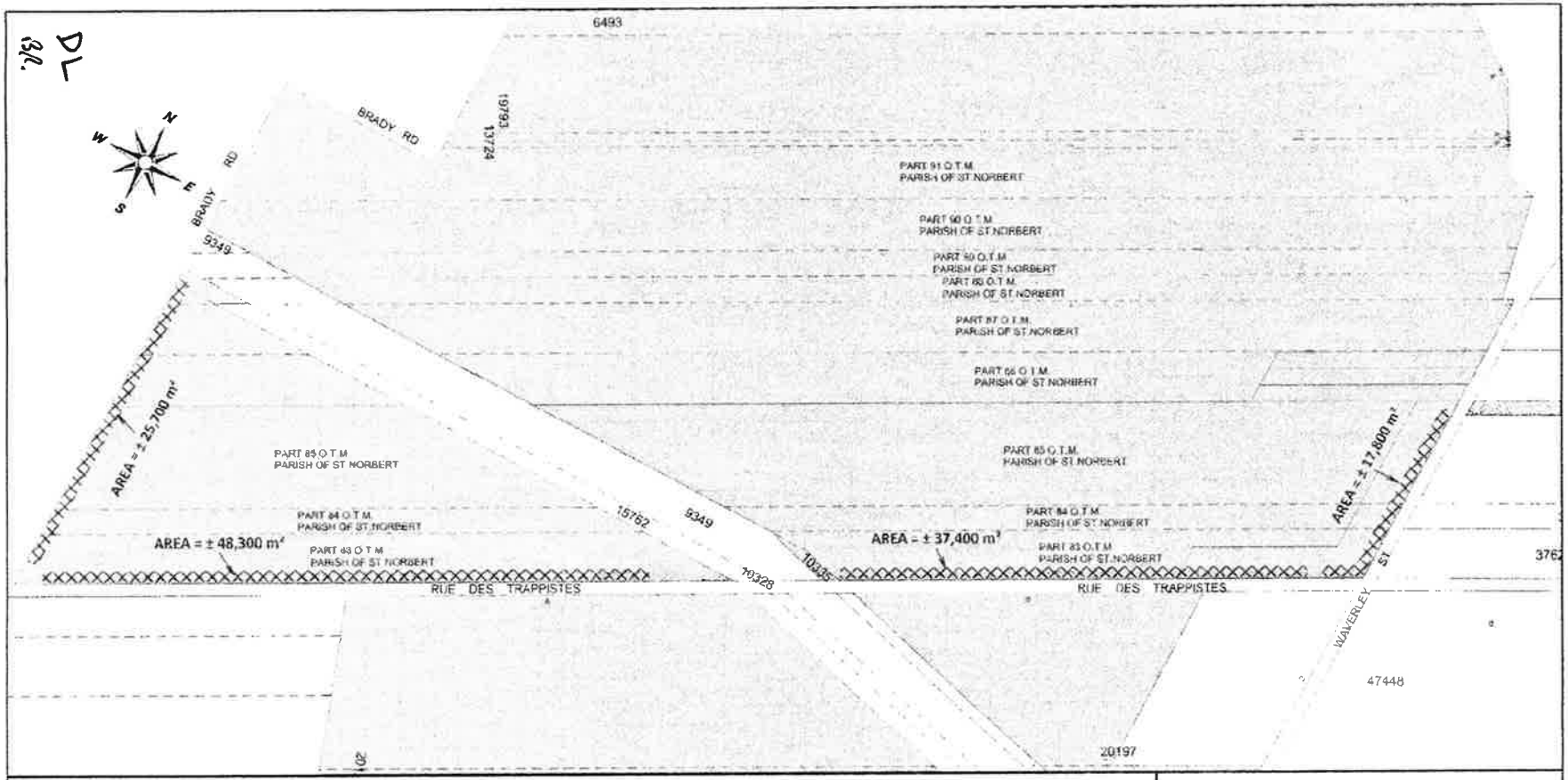
Vice President, Development & Construction

Per: _____ August 21, 2014

Blair Rafoss — **Date**

Vice-President, Finance

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Date: 2014-AUG-06 District: RIEL
File: 4559/1F Scale: 1:11,000
Requested by: SCianfione Drawn by: MS
Reference Dwg. No.:
Berm Area Plan 2014-08-01.pdf
supplied by SC

NOTE: Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.

METRIC

LIME MUD BERM AREAS

CITY OWNED PROPERTY

CITY OF WINNIPEG
PLANNING, PROPERTY AND
DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES

MISC. PLAN NO. 13433 / 3

Schedule "A"