

1.0 THE UNDERTAKING

- 1.1 Name of Undertaking : Troy Quarry – Permit Amendment
- 1.2 Location of Undertaking : Troy, Inverness County, Nova Scotia

2.0 PROPONENT DESCRIPTION

- Name of Proponent : S.W. Weeks Construction Limited
- Postal Address : P.O. Box 760
New Glasgow, N.S.
B2H 5G2
- Street Address : 90 Pine Street
New Glasgow, N.S.
- Telephone No. : (902) 755-3777
- Fax No. : (902) 755-2580
- Chief Executive Officer : Donald J. Campbell

Contact Person for Purposes of Environmental Assessment:

- Name : Donald J. Campbell
- Official Title : Chief Executive Officer
- Telephone No. : (902) 755-3777
- Fax No. : (902) 755-2580

3.0 NATURE OF THE UNDERTAKING

3.1.1 Purpose /Reason for the Undertaking:

The expansion of the existing quarry now being operated under an environmental permit (#2001-020402) for quarries under four hectares.

The need for additional stockpile area for aggregates is limiting the existing quarry advancement. As additional aggregates are produced which the market place requires, the existing area which would normally be rehabilitated as the quarry advances, is now required for additional stockpiles.

3.1.2 Other Methods of Carrying out the Undertaking:

There is only one method involved in the extraction of rock from the existing deposit. This involves drilling and blasting the existing bedrock and crushing the blasted rock providing different grades of aggregate as required by the market place.

4.0 DESCRIPTION OF THE UNDERTAKING

4.1.1 Site Location Mapping : Survey Key Plans

4.1.2 Latitude, Longitude : N 51⁰ 47' 17" E, S 51⁰ 36' 05" W
(Centre of Site) N 38⁰ 23' 42" W, S 38⁰ 23' 42" E

The location of the undertaking is along Trunk 19 at Troy, Inverness County approximately 7.5 kilometers from the Port Hastings Rotary. The closest residence to the existing quarry face is 900 meters. The residence belongs to Joe and Sandra MacDonald, part owners of the 50 acre quarry site being leased to S.W. Weeks Construction Limited. The undertaking is an expansion of an existing quarry operation which has been active since July, 1999 under environmental approval # 97-1AE-105 and Amendment #1, Approval # 2001-020402

4.2 *Construction Details:*

4.2.1 The Troy Quarry, which has been in full operation since July 1999 was developed in the following stages:

- Initial sedimentation ponds were constructed prior to grubbing the bedrock area to intercept and retain sediment laden runoff so that sediment may settle out. These were built as a single control measure consisting of an excavated basin, a spillway, and a straw filter and built of impervious common material.

Sediment that is accumulated by the sediment ponds shall be removed once it reaches a depth of one-half of the effective height of the pond and stockpiled to be used for future rehabilitation of the site.

- Grubbing the bedrock and laydown areas for the crushers and stockpiles was completed. This material was placed in stockpiles in two locations and seeded to be saved for revegetation when final rehabilitation of the quarry is carried out.
- The laydown areas were leveled up and all exposed areas were covered with blasted material. This stabilized the disturbed areas preventing any siltation from being generated from this area.
- The working face of the quarry was cleared and grubbed. Due to the quick rise in elevation at the rock face (200 feet in 250 feet) it was necessary to remove all overburden from an area of 5 acres in one operation. This allowed all overburden material from the working face to be stockpiled in one area for future revegetation. The exposed rock surface is now stabilized with no possibility of surface sediment laden water being generated.
- Additional sedimentation ponds (two) were constructed at the lower end of the leased property as an added precaution to catch any sediment laden water missed by the primary ponds.
- Natural runoff from the site now drains to the existing sedimentation ponds via rock lined drainage ditches.
- An existing access road was upgraded during the construction phase of the quarry development. This included widening the road, gravelling and paving with hot mix asphalt, hydroseeding all disturbed areas, including ditches and back slopes. A sound berm was built at the lower end of the access road to cut down the sound of truck traffic. The asphalt roadway prevents fugitive dust from leaving the site which would otherwise be an irritant to nearby residences.

4.2.2 Approximately 90% of construction at the quarry site is complete as of December, 2001.

The only required construction needed for this application is to level and cover with blasted rock, additional area for future stockpiles. All necessary environmental controls are in place. This work was carried out during the initial development stages.

4.2.3 The proposed date for preparing the additional area for stockpiles would be May 1,2002.

4.3 *Operation:*

4.3.1 a) The quarry operation involves the manufacture of aggregates by blasting onsite bedrock and then crushing the blasted rock to various sizes as per market demand.

b) The actual crushing operation will be carried out with portable crushing equipment set up at the quarry for approximately 1 – 1 1/2 months, two times per year. (Expected production – 100,000 tonne per year).

c) The access road is complete, stockpile areas are in place and disturbed areas have been either seeded or covered with blasted rock.

d) This is a high quality bedrock used for highway construction projects and also local market requirements. No washing of aggregates are carried out at the quarry.

e) The discharge points to the environment are all identified and are preceded by a sedimentation control pond.

f) No hazardous materials are used on this site. All oil changes for onsite equipment is contracted out to Atlantic Tractors and Equipment Ltd. of Halifax. Used oil and filters are removed from the site by this company. There are no bulk fuel tanks on site. Equipment is fuelled daily by Irving Oil Limited.

g) It is anticipated that there will be a maximum of two blasts per year, between April and December, which will be sub-contracted out to a professional blasting company, Archibald Drilling and Blasting (1986) Ltd. who are responsible for the blast designs and methods.

h) The final contours of the quarry will be better defined as the advancement of the quarry is established.

4.3.2 Operating Schedule:

The quarry will be selling aggregates based on twelve hours per day, five days per week, forty weeks per year (weather permitting).

The quarry has been in full operation since July, 1999.

This is a permanent operation.

4.4 This operation will employ a quarry foreman and one loader operator full time while the quarry is open.

When production is taking place, an additional five employees will be on site during this period.

5.0 DESCRIPTION OF THE ENVIRONMENT

- 5.1 The quarry site is approximately 1.0 kilometer from Trunk 19 at Troy with the closest residence being 900 meters from the quarry face. There are no watercourses or wetland nearby. The bedrock elevations are very steep and require long term planning to effectively remove the rock for processing. The area in front of the rock face is a gradual sloping surface which makes it quite easy to manage the surface runoff. There are no environmentally sensitive areas near this quarry operation.
- 5.2 The total area under lease for this quarry is 50 acres. It is anticipated that the total area required to provide stockpile area for the numerous aggregate products along with the working face area and the grubbed bedrock area would be approximately 20 acres.
- 5.3 There were no sensitive aspects of the biophysical environment encountered during the operation of the existing quarry which is now under permit.
- 5.4 This quarry was developed under an existing environmental permit. During the development stage, every effort was made to least impact the local area. The access road to the quarry paved to eliminate fugitive dust and suppress the sound of truck traffic entering and leaving the quarry. A sound berm was built along the access road to lessen the impact of truck traffic both visually and audibly.

6.0 ENVIRONMENTAL IMPACTS AND IMPACT MITIGATION

There is no potential for pollutants at this site. Once aggregates are produced and placed in stockpile by mobile equipment, one front end loader will be used to load trucks on a daily basis.

Any dust created from the temporary crushing operation will be suppressed with water available on site.

Any oil changes carried out on site are contracted out to a service company which removes used oils and filters at that time.

7.0 WETLAND DISTURBANCE

There are no wetlands in or near this area.

8.0 PROJECT – RELATED DOCUMENTS

- 8.1 This quarry is presently operating with an under 4.0 hectare permit issued December 15, 1998 (Approval # 97-1AE-105) and Amendment #1, June 1, 2001 (Approval # 2001-020402).
- 8.2 Environmental work performed is as described under Section 4.2.

9.0 SCHEDULE

The registration of the Troy Quarry is required by April 1, 2002. This would allow the preparation of expanded stockpile areas prior to anticipated further production in approximately July – August 2002.

10.0 APPROVAL OF THE UNDERTAKING

The approval required for this quarry operation is an amendment of the existing approval to all the disturbed areas for this operation to be in excess of 4.0 hectares. All aspects of the existing approval would be unchanged. This request is being made for the sole purpose of having more laydown area for aggregate stockpiles.

11.0 FUNDING

This quarry development has been 100% financed by S.W. Weeks Construction Limited with no government agency funding.

DATE

DONALD J. CAMPBELL
CHIEF EXECUTIVE OFFICER

Appendix A

Supporting Documentation

- I. Certified Copy of Articles of Incorporation**
- I. Survey Plans of Property**
- II. Copy of Existing Industrial Approval**
- I. Copy of Quarry Rehabilitation Bond**
- I. Progressive Rehabilitation Plan**
- I. Statement of Liquid Effluents, Air Emissions, Solid Wastes**
- I. Copy of Lease of Quarry Property**

This is your **BILL** for the **ANNUAL FEE** under the
Corporations Registration Act
 For the period from the due date payable to the end of that month for the
 following year.

S. W. WEEKS CONSTRUCTION LIMITED
 PO BOX 760
 NEW GLASGOW , NS B2H 5G2

AMOUNT DUE: \$85.00
 Due and payable by: 31-OCT-2001

Important
 Please return the lower portion of this bill with
 method of payment checked. All payments must
 be in **CANADIAN** funds and made payable to:
THE REGISTRY OF JOINT STOCK COMPANIES

**POST DATED CHEQUES WILL NOT BE
 ACCEPTED.**
 If not paid by date payable, certificate will be
REVOKED or **DEFAULTED**. No further notice
 will be provided.
 Retain this portion of the bill for your records.
 Direct Inquiries to (902) 424-7770

APPROVED  (not here to separate)
 Registration Renewal Statement

This is your **BILL** for the **ANNUAL FEE** under the
Corporations Registration Act
 For the period from the due date payable to the end of that month for the
 following year.

S. W. WEEKS CONSTRUCTION LIMITED
 PO BOX 760
 NEW GLASGOW , NS B2H 5G2

AMOUNT DUE: \$85.00
 Due and payable by: 31-OCT-2001

Important
 Please return this portion of the bill with method of
 payment checked. All payments must be in
CANADIAN funds and made payable to:
THE REGISTRY OF JOINT STOCK COMPANIES

**POST DATED CHEQUES WILL NOT BE
 ACCEPTED.**
 If not paid by date payable, certificate will be
REVOKED or **DEFAULTED**. No further notice
 will be provided.
 Retain the upper portion of this bill for your record.
 Direct Inquiries to (902) 424-7770



REGISTRY NO. 1044970

S. W. WEEKS CONSTRUCTION LIMITED
 CAMPBELL, DONALD J.
 90 PINE STREET
 NEW GLASGOW, NS B2H 5B5

FORM 102
 REV. 1984

REGISTRY NUMBER
 1044970

TYPE	REGISTRATION
GL	7170
APPROVED BY: <i>[Signature]</i> ANNUAL STATEMENT AS AT THE LAST DAY OF SEPTEMBER, 1996	

CANADIAN funds made payable to
 THE REGISTRY OF JOINT STOCK COMPANIES
 If not paid by date payable, certificate will be REVOKED.
 Please DUPLICATE copy of this bill for your records.
 YOUR CANCELLED CHECKS ARE YOUR RECEIPT.
 Direct inquiries to 424-7748

Not from
 Department of Justice
 Registry of Joint Stock Com.
 420 Water Street
 Halifax, N.S. B3J 1V7

CORPORATE NAME S. W. WEEKS CONSTRUCTION LIMITED
 REGISTERED ADDRESS 245 GRANT STREET
 NEW GLASGOW, NS B2H 3Y6

FOR OFFICE USE ONLY
 CRA # 00000
 CO # 00000
 DATE FILED

SHOULD THE FOLLOWING INFORMATION NOT BE CORRECT INDICATE CHANGES ON THE REVERSE.

DIRECTORS (IF MORE THAN 4, USE AN ATTACHMENT)

JURISDICTION	NOVA SCOTIA	TYPE OF BUSINESS
1. NAME ADDRESS OCCUPATION	WEEKS, AUDREY J. 245 GRANT STREET NEW GLASGOW, NS B2H 3Y6	2. NAME ADDRESS OCCUPATION
1. NAME ADDRESS OCCUPATION		2. NAME ADDRESS OCCUPATION
3. NAME ADDRESS OCCUPATION		4. NAME ADDRESS OCCUPATION
1. NAME OFFICE	WEEKS, AUDREY J. PRESIDENT	2. NAME OFFICE
3. NAME OFFICE		4. NAME OFFICE
1. NAME OFFICE	CAMPBELL, DONALD J. VICE-PRESIDENT	2. NAME OFFICE
3. NAME OFFICE		4. NAME OFFICE

I, CAMPBELL, DONALD J. AGENT, of NEW GLASGOW, NOVA SCOTIA
 DO HEREBY CERTIFY THAT I AM THE REGISTERED AGENT OF THE ABOVE NAMED CORPORATION AND AM AWARE AND TRULY BELIEVE THAT THE ABOVE INFORMATION IS TRUE.

SCHEDULE "A"

THIS ASSIGNMENT INDENTURE made in triplicate this 9th day of JULY, 2001.

BETWEEN:

ANGUS JOHN BENTON, with its head office in TRBY, in the County of FAVERNESS, Province of NOVA SCOTIA

(hereinafter referred to as the "Assignor(s)")

OF THE FIRST PART

- and -

S.W. WELLS CONSTRUCTION LIMITED, with its head office in GLASGOW, in the County of FAVERNESS, Province of NOVA SCOTIA

(hereinafter referred to as the "Assignee(s)")

OF THE SECOND PART

APPROVAL NUMBER
ASSIGNMENT # 1
2001-020402

WHEREAS the Assignor(s) and Her Majesty the Queen (the "Province") represented by the Minister of Environment and Labour executed an INDUSTRIAL Approval (#97-126-013) dated the 15th day of DECEMBER, 2001, as amended the 1st day of JUNE, 2001, respecting AN AGGREGATE QUARRY at or near ROUTE 19 TRBY, in the County of FAVERNESS, Province of Nova Scotia, a copy of the said Approval being attached hereto as Schedule "A" (hereinafter referred to as "the Approval");

AND WHEREAS the Assignor(s) now wishes to assign its rights, obligations and liabilities under the Approval to the Assignee(s);

NOW THEREFORE WITNESSETH that for consideration of One Dollar (\$1.00) now paid by the Assignee(s) to the Assignor(s), the receipt whereof is hereby acknowledged, the Assignor(s) doth hereby grant and assign unto the Assignee(s) the said Approval and all the benefits and advantages to be derived therefrom, subject to the following conditions:

1. TO HAVE AND TO HOLD the same unto the Assignee(s) subject to the observance and performance of the obligations required of the Assignor(s) as outlined in the said Approval attached hereto as Schedule "A".

2. The Assignor(s) covenant with the Assignee(s) that the Approval is a valid and subsisting Approval, that fees and rates, if any, have been paid to date, and that all covenants, provisos and conditions have been duly observed and performed to the date hereto and that the Assignor(s) is entitled to assign the Approval.

3. That subject to the observance and performance of the covenants, provisos and conditions of the Approval, the Assignee(s) may enjoy the benefits of the Approval without interruption by the Assignor(s) or any person claiming through them and the Assignor(s) shall at all times hereafter at the request of the Assignee(s) execute such

1. **TO HAVE AND TO HOLD** the same unto the Assignee(s) subject to the observance and performance of the obligations required of the Assignor(s) as outlined in the said Approval attached hereto as Schedule "A".

2. The Assignor(s) covenant with the Assignee(s) that the Approval is a valid and subsisting Approval, that fees and rates, if any, have been paid to date, and that all covenants, provisos and conditions have been duly observed and performed to the date hereto and that the Assignor(s) is entitled to assign the Approval.

3. That subject to the observance and performance of the covenants, provisos and conditions of the Approval, the Assignee(s) may enjoy the benefits of the Approval without interruption by the Assignor(s) or any person claiming through them and the Assignor(s) shall at all times hereafter at the request of the Assignee(s) execute such further assurances in respect of this Assignment as the Assignee(s) may reasonably require.

4. The Assignee(s) assumes all legal and financial responsibilities for the Assignor(s) under the Approval.

5. The Assignee(s) covenants with the Assignor(s) that it will pay the fees and rates quoted, if any, at the times and in the manner provided and observe and perform the covenants, provisos and conditions on the part of the Assignor(s) therein set forth and will indemnify and save harmless the Assignor(s) from all actions, suits, costs, losses, damages and expenses in respect of such covenants, provisos and conditions.

6. Unless advised otherwise, any notices to the Assignee(s) are to be sent to the following addresses:

S.W. WIGERS CONSTRUCTION LIMITED
P.O. Box 1100
NEW GLASGOW, N.S. B2H 5G2
Telephone: (902) 755-3777
Fax: (902) 755-2580

7. The Assignee has provided the Province with any financial security required by the Province.

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their seals of the day and year first above written.

SIGNED, in the Presence of

Dale R. Burch
Witness

Witness

Sam E. Cook
Witness

Witness

) ASSIGNOR(S)

) Per: Angus J. Barton

) Per: _____

) ASSIGNEE(S) S.W. WIGERS CONSTRUCTION LTD.

) Per: James J. [Signature]

) Per: _____

MINISTERIAL CONSENT

The undersigned, Lawrence G. McDevitt, on behalf of the Minister of Environment and Labour for the Province of Nova Scotia, hereby consents to the Assignment of the Approval dated the 1st day of JUNE, 2001 from the Assignor(s) to the Assignee(s), reserving against the Assignor(s), all rights, rentals, charges, money or claims of whatever nature or otherwise accrued to or arising under the Approval to the date of this Assignment.

DATED this 18 day of July, 2001.

SIGNED, in the Presence of

) HER MAJESTY THE QUEEN IN
) RIGHT OF THE PROVINCE OF
) NOVA SCOTIA, represented by the

Witness

)

)

) Per: _____

Witness

)

) ASSIGNEE(S) S.W. WILSON'S CONSTRUCTION LTD.

)

) Per: James James

Witness

)

)

) Per: _____

Witness

)

MINISTERIAL CONSENT

The undersigned, Louise G. Mc Donald, on behalf of the Minister of Environment and Labour for the Province of Nova Scotia, hereby consents to the Assignment of the Approval dated the 15th day of JUNE, 2001 from the Assignor(s) to the Assignee(s), reserving against the Assignor(s), all rights, rentals, charges, money or claims of whatever nature or otherwise accrued to or arising under the Approval to the date of this Assignment.

DATED this 15 day of July, 2001.

SIGNED, in the Presence of

)

)

)

)

)

)

)

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA, represented by the Minister of Environment and Labour

Louise Mc Donald

Witness

L. Blackwood

Administrator on behalf of the Minister of Environment and Labour



DEPARTMENT OF THE ENVIRONMENT & LABOUR

INDUSTRIAL APPROVAL

Amendment #1

Pursuant to the Environment Act and Regulations made pursuant thereto, and subject to the terms and conditions contained in the Approval, this Approval is granted to Angus J. Beaton to construct and operate a quarry, and associated works, at or near Route 19, Troy, Inverness County, in the Province of Nova Scotia.

Granted at Point Tupper, in the County of Richmond, Province of Nova Scotia, this
1st day of June, A.D. 2001.

2001-020402

APPROVAL NUMBER

MINISTER OR PERSON DESIGNATED BY THE MINISTER

Don Selinger



NOVA SCOTIA

DEPARTMENT OF THE ENVIRONMENT

Industrial Approval

Pursuant to the Environment Act and Regulations made pursuant thereto, and subject to the terms and conditions contained in the approval, this approval is granted to Angus John Beaton to construct and/or operate an aggregate quarry at or near Route 19, Troy, in the County of Inverness, in the Province of Nova Scotia.

Granted at Point Tupper, in the County of Richmond, Province of Nova Scotia, this 5 day of December, A.D. 1998.

97-IAE-015

APPROVAL NUMBER

Don Felchman

MINISTER OR PERSON DESIGNATED BY THE MINISTER



2000 - 1874 Scarth Street
20th Floor, McCallum Hill Centre - Tower 1
Regina, Saskatchewan Canada S4P 4B3

ENDORSEMENT TO BE ATTACHED TO AND FORM
PART OF LICENSE BOND NO. 32-1-283,808 - S.W.
WEEKS CONSTRUCTION LIMITED - MINISTER OF
THE ENVIRONMENT, NOVA SCOTIA

IT IS UNDERSTOOD AND AGREED that the bond amount, as shown in paragraph one, line five, or wherever it appears, shall be increased further from Twenty Thousand Dollars (\$20,000.00) to:

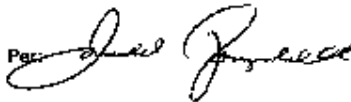
TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)

THIS ENDORSEMENT shall become effective the 14 day of June, 2001.

ALL OTHER TERMS AND CONDITIONS shall remain the same.

SIGNED, SEALED AND DATED this 19 day of June, 2001.

S.W. WEEKS CONSTRUCTION LIMITED

Per: 

WESTERN SURETY COMPANY

Per: 
Neil Penner, General Manager.



WESTERN SURETY COMPANY

A HILL COMPANY
Head Office: 2000 - 1874 Scarth Street
P.O. Box 527, Regina, Saskatchewan S4P 2G8

CONTINUATION CERTIFICATE

Bond No.
032-3-283,808

PREMIUM \$375.00 Amount of Bond \$25,000.00

In favor of Minister of Environment, Nova Scotia

On behalf of S.W. Weeks Construction Limited

For quarry permit bond - 10 acres of an aggregate quarry/gravel crushing/screening facility situated at Route 19 Troy, Inverness County

From 16 December 2001

To 16 December 2002

In consideration of the premium herein stated, the WESTERN SURETY COMPANY, Regina, Saskatchewan, hereby continues in force, for the period described, the Bond designated above, subject to all the agreements, limitations and conditions thereof and provided that the liability under said Bond and all continuations thereof shall not be cumulative.

Signed, sealed and dated 01 November 2001

WESTERN SURETY COMPANY

Per: Neil Penner, General Manager

WESTERN SURETY COMPANY

HEAD OFFICE: 2000 - 1874 SCARTH STREET
P.O. BOX 527, REGINA, SASKATCHEWAN S4P 2G8

MCCALLUM HILL LIMITED - MANAGERS

QUARRY PERMIT BOND

BOND NO: 32-1-283,808

AMOUNT: \$20,000

EFFECTIVE DATE: December 16, 1999

EXPIRY DATE: December 16, 2000

KNOW ALL MEN BY THESE PRESENTS THAT S.W. WEEKS CONSTRUCTION LIMITED called the Principal, and WESTERN SURETY COMPANY as Surety, hereinafter called the Surety, are held and firmly bound unto HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT as Oblige, hereinafter called the Oblige, in the amount of TWENTY THOUSAND ~~-----~~ 00/100 DOLLARS (\$20,000) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the principal has entered into a written contract with the Oblige for: 10 ACRES OF AN AGGREGATE QUARRYGRAVEL CRUSHING/SCREENING FACILITY SITUATED AT ROUTE 19 TROY, INVERNESS COUNTY, NOVA SCOTIA.

NOW, the condition of this Bond is such that if the Principal, its successors or assigns shall, henceforth and at all times faithfully perform and observe the said Contract without limiting the generality of the foregoing to leave the land affected by the mining operation in a reasonably slighty manner satisfactory to the Minister and shall fully indemnify and save harmless the Oblige from all loss, damage and costs to do reclamation of the area that may be disturbed by the actions of the Principal as it pertains to lands leased from A.J. Boston, Troy, Inverness County, Nova Scotia and shall fully reimburse and repay the Oblige for all outlay and expense which it may incur in making good any default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.


PROVIDED, also that in no event shall the Surety be liable for a greater sum than the amount of this Bond and any payments to HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT under this Bond shall reduce the Surety's liability by the amount of such payments.

PROVIDED ALWAYS, and it is hereby agreed and declared that this Bond shall not reimburse and repay the Oblige for any outlay and expense which it may incur in making good any default of the principal arising out of any act of omission occurring prior to the date of this Bond.

PROVIDED, also that this Bond will remain in full force and effect until December 16, 2000.

IN TESTIMONY WHEREOF, the principal has hereto set it's hand and affixed it's seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Secretary this 18th day of January, 2000.

S.W. WEEKS CONSTRUCTION LIMITED

Per: 
Donald J. Campbell, CEO
Secy

WESTERN SURETY COMPANY

Per: 
Edward J. Harper, Attorney-in-Fact

TROY QUARRY PROGRESSIVE REHABILITATION PLAN

S.W. Weeks Construction Limited, under a lease agreement with Mr. A.J. Beaton of Troy, Inverness Co., N.S., has taken over the operation of the hard rock quarry at this location. As part of every quarry permit in the Province of Nova Scotia, a rehabilitation plan is required to be in place so the depleted quarry is not left abandoned. The objective of rehabilitation at this quarry is to return the land to another land use (industrial) which will place the land back into productivity.

The rehabilitation process began immediately as the site development was in progress. At the beginning of the site development, a sediment control procedure was put in place prior to removing topsoil and overburden from the working area which consisted of sedimentation collection ponds to prevent any sediment laden water from leaving the site. As the working area was leveled off, the topsoil and overburden was placed in a stockpile and seeded. This material is to be used for future revegetation in areas which will not be an active part of the future development plans. After the topsoil was removed and the area leveled off, a layer of blasted rock was placed over the entire area to stabilize the area and eliminate any future sediment laden runoff.

The road to the quarry was upgraded to better suit the anticipated truck traffic entering and leaving the quarry. This road has been completely rehabilitated which now consists of a fully paved surface to prevent dust from the truck traffic from disturbing the neighbouring residences, a sound berm was built and hydroseeded between the road and the nearest house to reduce the noise level of the truck traffic. The exposed surface areas along the roadway have been seeded and sediment traps placed in the ditches.

Two additional sedimentation ponds have been constructed at the lower end of the rehabilitated laydown area. The purpose of these ponds is for an added precaution to prevent sediment laden water from leaving the site, and also to provide a source of water should an asphalt plant be set up on the site.

At the working face of the quarry, the topsoil and overburden in the areas to be blasted has been removed from the rock surface and placed in stockpiles along the edge of the quarry for future revegetation. These stockpiles are to be seeded to establish revegetation until this material is removed from the stockpiles for final revegetation of the quarry area.

As indicated, it is our intention that the final land use for the worked out quarry will be for industrial use. The development as carried out to date has accommodated this plan. At the lower area, the existing surface has been leveled off, overburden

and topsoil stockpiled and seeded for future revegetation, and the leveled area covered with blasted rock for future industrial development. The area between the lower area and the working face also has been leveled off and covered with blasted rock to be used for future industrial development. It is our intention, as the working face advances, to continue to prepare the site for this purpose. The paved road and newly installed power lines will also help to promote the future industrial use of this property.

As the survey indicates, we have rehabilitated the complete area below the actual working face of the quarry. All disturbed areas have either been covered with blasted rock or seeded to promote revegetation with the exception of the overburden stockpile around the working face. These will be seeded after they have been shaped.

The operation at the Troy Quarry will not discharge any liquid effluents, air emissions or solid waste.

Any spent lubricants such as oil are removed from the site by contracted services for scheduled oil changes.

Any fugitive dust from the crushing process is suppressed with water being sprayed on the aggregates as they travel on the production belts of the crushers. The solid waste on this site is from the sedimentation ponds only. This is sediment which will be removed from the ponds and stockpiled on site for future revegetation

THIS NOTICE OF LEASE made the 28th day of October, 1999.

BETWEEN:

**ANGUS JOHN BEATON, JEANETTE BEATON, JOSEPH
MACDONALD AND SANDRA ANN MACDONALD**, all of Troy,
Inverness County, Province of Nova Scotia;

(hereinafter called the "Lessor")

OF THE FIRST PART

-and-

S. W. WEEKS CONSTRUCTION LIMITED, a body corporate,
having its head office in the Town of New Glasgow, in the County of
Pictou, Province of Nova Scotia;

(hereinafter called "Lessee")

OF THE SECOND PART

1. RECITALS:

- 1.01 **WHEREAS** the Lessor is the owner of those lands more particularly described in Schedule "A" heretofore ("the Property").
- 1.02 **AND WHEREAS** by certain indenture of Lease dated the even date herewith ("the Lease"), the Lessor has leased to the Lessee the Property.
- 1.03 **AND WHEREAS** the Lessor and the Lessee have agreed to execute and deliver a short form of lease solely for the purpose of registering a Notice of Lease and confirming the terms of same.

2. AGREEMENT


- 2.01 Now in consideration of the rents, covenants and agreements in the Lease on the part of the Lessee to be paid, observed and performed, the Lessor has demised and leased and by these presents does confirm the demise and lease of the Property in accordance with the terms contained in the Lease.
- 2.02 To have and to hold the Property for and during a term of ten (10) years commencing as and from the 28th day of July, 1999 and terminating on the 25th day of July, 2009. The Lessee shall have the right to extend this lease for successive terms of ten (10) years each.
- 2.03 The parties hereto further acknowledge, confirm, agree and declare that this Indenture has been executed for the purpose only of registration and thereby giving notice of the Lease, and all of its terms, as to all of which reference must be had to the Lease.
- 2.04 This Indenture and everything herein contained shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.

INVERNESS COUNTY REGISTER OF DEEDS	0308	107	90-96
I certify that this document	Document #	12/26/99	16:33am
was registered as shown hereon.	12/26/99	16:33am	
John Walford Registrar	MM DD YYYY	Time	

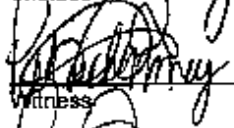
IN WITNESS WHEREOF the Parties have hereunto caused their respective corporate seals to be hereunto affixed and these presents to be executed by their officers properly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

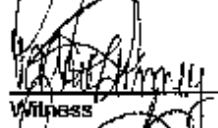
in the presence of:




 Witness



 Witness




 Witness



 Witness



 ANGUS JOHN BEATON



 JEANETTE BEATON





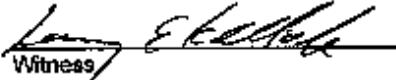
 JOSEPH MACDONALD



 SANDRA ANN MACDONALD

S. W. WEEKS CONSTRUCTION LIMITED

Per: 




 Witness

CANADA
 PROVINCE OF NOVA SCOTIA
 COUNTY OF INVERNESS

On this 16th day of DECEMBER, 1999, before me, the subscriber personally came and appeared PATRICK C. LAMEN, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Angus John Beaton, Jeanette Beaton, Joseph MacDonald and Sandra Ann MacDonald, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

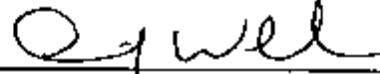


 A COMMISSIONER OF THE SUPREME
 COURT OF NOVA SCOTIA

HUGH MacISAAC
 A Barrister of the Supreme Court
 of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF PICTOU

On this 17 day of December, A.D., 1999, before me, the subscriber personally came and appeared Larry Lellock, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that S. W. Weeks Construction Limited, one of the parties thereto, by its duly authorized officers in that behalf, caused the same to be executed in its name and on its behalf and its corporate seal to be affixed thereto, in his/her presence.



A Commissioner of the Supreme Court
of Nova Scotia.

DAVID F. WALLACE
A Barrister of the Supreme
Court of Nova Scotia

70

AFFIDAVIT OF STATUS

**CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF INVERNESS**

We, Angus John Beaton and Jeanette Beaton, make oath and say as follows:

1. That we are two of the Lessors in the foregoing Notice of Lease and are of the full age of nineteen (19) years.
2. That we are now, and intend to be at the date of closing, residents of Canada within the meaning of the Income Tax act (Canada).
3. That for the purpose of this my Affidavit, "spouse" means either of a man or a woman who:
 - (i) are married to each other;
 - (ii) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity; or
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabitating or have cohabited within the preceding year.
4. That we are the spouses of each other and have no other spouse as defined herein.
5. That the Lease herein is over a parcel of our land which exceeds 10 hectares in area, and leaves a remainder area in excess of 10 hectares and is thereby exempt from subdivision approval under s.268(2)(a), of the Municipal Governments Act, if applicable.

SWORN TO AT PORT HAWKESBURY)

in the County of Inverness)

Province of Nova Scotia)

this 24th day of November)

A.D., 1990, before me)

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Angus John Beaton

ANGUS JOHN BEATON

Jeanette Beaton

JEANETTE BEATON

PATRICK C. LAMEY
A Barrister of the Supreme
Court of Nova Scotia

AFFIDAVIT OF STATUS

**CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF INVERNESS**

We, Joseph MacDonald and Sandra Ann MacDonald, make oath and say as follows:

1. That we are two of the Lessors in the foregoing Notice of Lease and are of the full age of nineteen (19) years.
2. That we are now, and intend to be at the date of closing, residents of Canada within the meaning of the Income Tax act (Canada).
3. That for the purpose of this my Affidavit, "spouse" means either of a man or a woman who:
 - (i) are married to each other;
 - (ii) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity; or
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabitating or have cohabited within the preceding year.
4. That we are the spouses of each other and have no other spouse as defined herein.
5. That the Lease herein is over a parcel of our land which exceeds 10 hectares in area, and leaves a remainder area in excess of 10 hectares and is thereby exempt from subdivision approval under s.268(2)(a), of the Municipal Governments Act, if applicable.

SWORN TO AT Port Hawkesbury
in the County of Inverness
Province of Nova Scotia
this 10th day of DECEMBER
A.D., 1999, before me
Patrick C. Lamey
A Barrister - Commissioner of the
Supreme Court of Nova Scotia

A Barrister of the Supreme
Court of Nova Scotia
PATRICK C. LAMEY
PATRICK C. LAMEY
A Barrister of the Supreme
Court of Nova Scotia

Joseph MacDonald
JOSEPH MacDONALD
Sandra Ann MacDonald
SANDRA ANN MacDONALD

ALL that certain lot, piece or parcel of land, situate, lying and being at Troy, Inverness County, Nova Scotia, shown as parcel "B" on a plan of survey showing a portion of lands of Angus John Beaton, Jeanette Beaton and Joseph MacDonald prepared by John Sutherland N.S.L.S. and dated October 15, 1999, said lot being more particularly described as follows:

BEGINNING at a point on the southeasterly boundary of lands of Viola Campbell located north fifty one degrees, forty seven minutes, seventeen seconds east (N51-47-17E) two thousand four hundred and ninety eight decimal three five feet (2498.35) measured along said southeasterly boundary of lands of Viola Campbell from the northeasterly boundary of highway number 19;

THENCE north fifty one degrees, forty seven minutes, seventeen seconds east (N51-47-17E) one thousand seven hundred and fifty six decimal seven four feet (1756.74) along the southeasterly boundary of lands of Viola Campbell to the southerly corner of Crown Land;

THENCE north fifty one degrees, fifty nine minutes, twelve seconds east (N51-59-12E) five hundred and forty nine decimal three one feet (549.31) along the southeasterly boundary of Crown Land;

THENCE south thirty eight degrees, twenty three minutes, forty two seconds east (S38-23-42E) nine hundred and thirty nine decimal zero five feet (939.05) to the northwesterly boundary of lands of MacTara Limited;

THENCE south fifty one degrees, thirty six minutes, five seconds west (S51-36-05W) two thousand three hundred and six decimal zero three feet (2306.03) along the northwesterly boundary of lands of MacTara Limited;

THENCE north thirty eight degrees, twenty three minutes, forty two seconds west (N38-23-42W) nine hundred and forty eight decimal four six feet (948.46) to the point of beginning.

CONTAINING 30.000 acres of land and being a portion of lands conveyed to Angus John Beaton, Jeanette Beaton and Joseph MacDonald by Annie Catherine MacDonald by deed dated February 12, 1980 and recorded in book 181 at page 669.

TOGETHER with a forty foot wide right of way from the northeasterly boundary of highway number 19 to the southwestery boundary of the above described lot, bounded and described as follows:

BEGINNING at a point on the northeasterly boundary of highway number 19 located south thirty degrees, eleven minutes, twenty four seconds east (S30-11-24E) seven decimal four nine feet (7.49) from the southerly corner of lands of Viola Campbell;

THENCE north fifty one degrees, twenty two minutes, nineteen seconds east (N51-22-19E) five hundred and fourteen decimal four nine feet (514.49);

THENCE easterly along the arc of a curve with radius three hundred and thirty two decimal zero five feet (332.05) and chord north seventy eight degrees, fifty three minutes, fifty four seconds east (N78-53-54E) three hundred and six decimal nine two feet (306.92); a distance of three hundred and nineteen decimal zero five feet (319.05);

THENCE south seventy three degrees, thirty four minutes, thirty seconds east (S73-34-30E) one hundred and forty four decimal five six feet (144.56);

THENCE northeasterly along the arc of a curve with radius one hundred and sixty seven decimal six two feet (167.62) and chord north seventy one degrees, fifty two minutes, fifty seconds east (N71-52-50E) one hundred and ninety decimal one feet (190.10); a distance of two hundred and two decimal one two feet (202.12);

THENCE northeasterly along the arc of a curve with radius one thousand nine hundred and forty three decimal six feet (1943.60) and chord north thirty one degrees, fifty four minutes, ten seconds east (N31-54-10E) three hundred and sixty eight decimal one feet (368.10); a distance of three hundred and sixty eight decimal six five feet (368.65);

THENCE north twenty six degrees, twenty eight minutes, eight seconds east (N26-28-08E) two hundred and five decimal five eight feet (205.58);

THENCE northeasterly along the arc of a curve with radius nine hundred and eighty three decimal seven seven feet (983.77) and chord north forty one degrees, twenty seven minutes, forty six seconds east (N41-27-46E) five hundred and nine decimal zero three feet (509.03); a distance of five hundred and fourteen decimal eight nine feet (514.89);

THENCE northeasterly along the arc of a curve with radius eight hundred and twenty six feet (826.00), and chord north sixty one degrees, twenty five minutes, fifty seconds east (N61-25-50E) one hundred and forty three decimal two four feet (143.24); a distance of one hundred and forty three decimal four two feet (143.42) to the southwesterly boundary of the above described parcel "B";

THENCE south thirty eight degrees, twenty three minutes, forty two seconds east (S38-23-42E) forty one decimal four five feet (41.45) along the southwesterly boundary of parcel "B";

THENCE southwesterly along the arc of a curve with radius seven hundred and eighty six feet (786.00), and chord south sixty one degrees, forty nine minutes west (S61-49-00W) one hundred and forty six decimal eight five feet (146.85); a distance of one hundred and forty seven decimal zero six feet (147.06);

THENCE south fifty six degrees, twenty seven minutes, twenty three seconds west (S56-27-23W) two hundred and seventy six decimal six eight feet (276.68);

THENCE southwesterly along the arc of a curve with radius nine hundred and forty three decimal seven seven feet (943.77), and chord south forty one degrees, twenty seven minutes, forty six seconds west (S41-27-46W) four hundred and eighty eight decimal three three feet (488.33); a distance of four hundred and ninety three decimal nine five feet (493.95);

THENCE south twenty six degrees, twenty eight minutes, eight seconds west (S26-28-08W) two hundred and five decimal five eight feet (205.58);

THENCE southwesterly along the arc of a curve with radius one thousand nine hundred and eighty three decimal six feet (1983.60), and chord south thirty one degrees, fifty four minutes, ten seconds west (S31-54-10W) three hundred and seventy five decimal six seven feet (375.67); a distance of three hundred and seventy six decimal two four feet (376.24);

THENCE southwesterly along the arc of a curve with radius two hundred and seven decimal six two feet (207.62), and chord south seventy one degrees, fifty two minutes, fifty seconds west (S71-52-50W) two hundred and thirty five decimal four six feet (235.46); a distance of two hundred and fifty decimal three five feet (250.35);

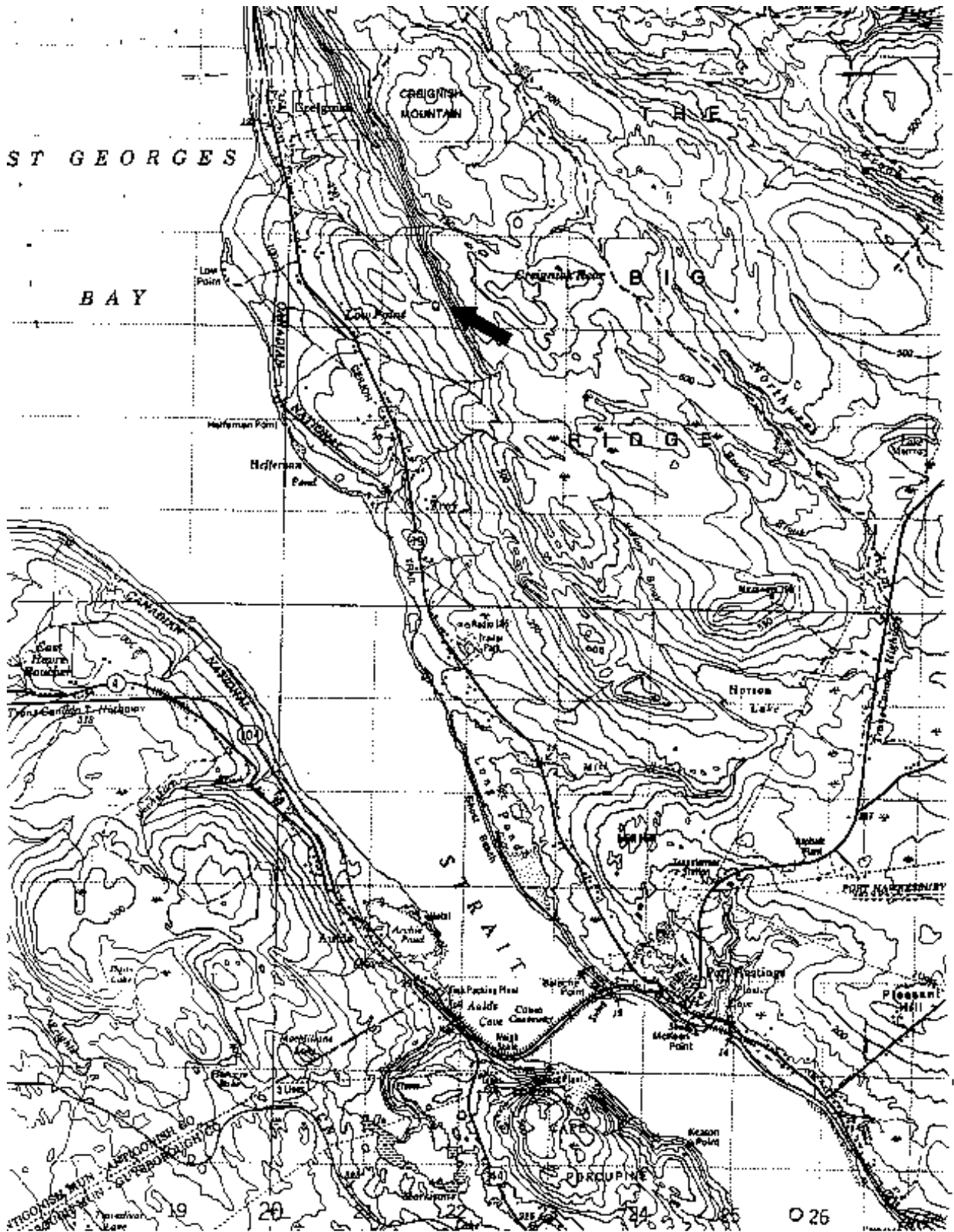
THENCE north seventy three degrees, thirty four minutes, thirty seconds west (N73-34-30W) one hundred and forty four decimal five six feet (144.56);

THENCE southwesterly along the arc of a curve with radius two hundred and ninety two decimal zero five feet (292.05), and chord south seventy eight degrees, fifty three minutes, fifty four seconds west (S78-53-54W) two hundred and sixty nine decimal nine five feet (269.95); a distance of two hundred and eighty decimal six two feet (280.62);

THENCE south fifty one degrees, twenty two minutes, nineteen seconds west (S51-22-19W) five hundred and twenty decimal four two feet (520.42) to the northeasterly boundary of highway number 19;

THENCE north thirty degrees, eleven minutes, twenty four seconds west (N30-11-24W) forty decimal four four feet (40.44) along the northeasterly boundary of highway number 19 to the point of beginning.

BEARINGS are referred to the central meridian for zone 4 (61-30W) of the Nova Scotia coordinate survey system.



Hard copies of the quarry plans can be found at the public viewing locations at:

- Last Chance Convenience, 844 Highway 19, Troy, NS
- Port Hastings Mainway, Port Hastings, NS
- Clean Nova Scotia, 126 Portland Street Dartmouth, NS
- Ecology Action Centre, Suite 31, 1568 Argyle St., Halifax, NS
- Nova Scotia Department of Environment & Labour, 19 Pulp Mill Road, Point Tupper, NS
- Nova Scotia Department of Environment & Labour, 5th Floor Library, 5151 Terminal Road, Halifax, NS

or by calling:

S.W. Weeks Construction Limited
(902) 755-3777