



Parker Mountain Aggregates Limited

PO Box 97 Amapolis Royal, NS

B0S 1A0

PH: 532-7844

FAX: 532-0925

DEPT. OF THE ENVIRONMENT

February 27, 2003

Jacqueline Cook
Department of Environment & Labour
13 First St
Yarmouth, NS
B5A 1S9

MAR 03 2003

YARMOUTH DISTRICT
OFFICE
YARMOUTH, NS.

Dear Ms. Cook:

Enclosed please find my application for the approval of a rock quarry at Tiverton, Digby County, NS. This quarry is being developed exclusively for two very specific projects for Public Works.

The first project; the rehabilitation of the fisherman's wharf has a completion date of March 31, 2003. Given the time frame, the issuance of the quarry permit is required as quickly as possible.

There are 37 residences within the 800 metres of the proposed quarry and all have signed acknowledging their approval of the quarry. This is not surprising given this is a fishing community and the rock from the quarry will allow the fisherman's wharf to be rebuilt. Having obtained the 37 signatures, knowledge of the proposed quarry is present in the community and I am pleased to say there has been absolutely no objection from anyone.

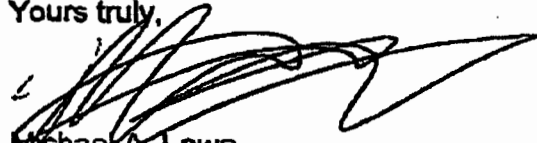
Enclosed please find the following items which I trust will ensure the earliest possible approval:

1. Application for approval
2. Copy of lease agreements from both the Dixons and the Ossingers to Parker Mountain Aggregates leasing their properties for the purpose of operating a rock quarry.
3. Copies of property descriptions for land where the quarry is to be located.
4. Registry of Joint Stock printout as required.
5. Process description for the activity.
6. Proposed blast design.
7. Letter from bonding company.
8. Site and Rehabilitation Plan
9. Liquid Effluents discharge description
10. Contingency Plan

11. Signed authorizations from both the Dixons and Jessingers allowing rock to be extracted to their respective boundary lines.
12. Signatures of same 37+ residents who live within 800 metres of the proposed quarry consenting to the blasting and quarry operation.

Time is of the essence in this project which has the support of the community, the three levels of government and everyone else involved or affected. Should you require anything further please do not hesitate to contact me at your earliest convenience.

Yours truly,



Michael A. Lowe

MAL/kj
Encs.

APPLICATION FOR APPROVAL

OFFICE USE ONLY		Application #
Rate (yr/m/m/d)	Est. Rpt.	INSOGE File #
Del Fees Div	Fees Paid	Paid in Full <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Special #	Water Auth. # (DN only)	

LEASE PRINT OR TYPE. Complete Sections 1, 2, 3, 4 and 7 for ALL Applications. Complete parts of Sections 5 and 6 that are applicable to the specific activities of this application only.

Type of Application:
 New Application Renewal Amendment Transfer
 If applicable, provide the previous Approval # _____

2003-032388
 92100-30 SECTION 1 - OWNER - Lessee
 UAR 0337
 2,500.00
 MAR 03 2003
 YARMOUTH DISTRICT OFFICE

there is more than one owner, please indicate who will be the primary applicant for this project and attach approval from all owners.

Company/Organization/Municipality **Parker Mountain Aggregates Ltd. as Lessee**
 Business Number (BN) if applicable **101413847**

Mr. Ms. Mrs. Other: _____ Professional Designation _____

First Name _____ Middle Initial _____ Family Name _____

Phone Home () _____ Business **902 532-7844** Ext. _____ Other () **1532-8186** Ext. _____

Fax **902 532-0925** E-mail **7100**

Civic/Street Address **478 Parker Mountain Road**
 Mailing Address (if different than Civic) **P.O. Box 97**

County **Annapolis** City/Town **Annapolis Royal**

Province **N.S.** Postal Code **BOS 1A0** Country **Canada**

SECTION 2 - APPLICATION CONTACT

Is the Application Contact the same as Section 1 - Owner? Yes No If yes, please skip to Section 3.

Company/Organization/Municipality _____
 Business Number (BN) if applicable _____

Mr. Ms. Mrs. Other: _____ Professional Designation _____

First Name **Michael** Middle Initial **A.** Family Name **Lowe**

Phone Home **(902) 638-8143** Business **(902) 532-7844** Ext. _____ Other () _____ Ext. _____

Fax **(902) 532-0925** E-mail _____

Civic/Street Address **478 Parker Mountain Road**
 Mailing Address (if different than Civic) **P.O. Box 97**

County **Annapolis** City/Town **Annapolis Royal**

Province **N.S.** Postal Code **BOS 1A0** Country **Canada**

SECTION 3 - SITE/LOCATION OF PROPOSED ACTIVITIES

Identification numbers (PID) are available at the Nova Scotia Department of Housing & Municipal Affairs.
 1:50,000 Topo Maps (identifying Easting and Northing) are available at Nova Scotia Department of the Environment Regional Offices.

Site Name	Tiverton Quarry		
Civic/Street Address	Dixon } No civic's Ossinger } available		
County	Digby	Community	Tiverton
Property Identification # (PID)	30285381 and 30176416	1:50,000 Topo Map #	21B8
Grid Reference	Easting (6) 536295158	Northing (7)	491879637

SECTION 4 - ACTIVITY

Proposed Activity - Please check (✓) all that apply.

Biotechnology:	Biological Remediation	<input type="checkbox"/>	Biotechnology Products Manufacturing Plant	<input type="checkbox"/>
Chemical:	Brine Processing	<input type="checkbox"/>	Industrial Cleaners Manufacturing	<input type="checkbox"/>
	Chemical Manufacturing	<input type="checkbox"/>	Paint Manufacturing	<input type="checkbox"/>
	Coke/Carbon Manufacturing	<input type="checkbox"/>	Pesticide Manufacturing	<input type="checkbox"/>
	Explosives Manufacturing	<input type="checkbox"/>	Petrochemical Manufacturing	<input type="checkbox"/>
	Fertilizer Manufacturing	<input type="checkbox"/>	Pharmaceutical Manufacturing	<input type="checkbox"/>
	Fertilizer Storage	<input type="checkbox"/>		
Construction:	Asphalt Paving Plant	<input type="checkbox"/>	Quarry	<input checked="" type="checkbox"/>
	Building Products Manufacturing	<input type="checkbox"/>	Ready-Mix Concrete Plant	<input type="checkbox"/>
	Cement Plant	<input type="checkbox"/>	Sandblasting Operation	<input type="checkbox"/>
	Ground Disturbance	<input type="checkbox"/>	Sulphide Bearing Material	<input type="checkbox"/>
	Pit	<input type="checkbox"/>	Topsoil	<input type="checkbox"/>
Food or Fish & Animal Byproducts:	Beer or Wine Processing Plant	<input type="checkbox"/>	Inland Fish Processing Plant	<input type="checkbox"/>
	Dairy Products Plant	<input type="checkbox"/>	Poultry Integrated Plant	<input type="checkbox"/>
	Distillery	<input type="checkbox"/>	Red Meat Integrated Plant	<input type="checkbox"/>
	Fish Meal Plant	<input type="checkbox"/>	Rendering Plant	<input type="checkbox"/>
	Fish Silage	<input type="checkbox"/>	Tannery	<input type="checkbox"/>
	Food Additive Plant	<input type="checkbox"/>	Vegetables Processing Plant	<input type="checkbox"/>
	Fruit Processing Plant	<input type="checkbox"/>		
Metals:	Battery Manufacturing Plant	<input type="checkbox"/>	Pewter Ware Manufacturing Facility	<input type="checkbox"/>
	Electroplating Plant	<input type="checkbox"/>	Rolling Stock Manufacturing Plant	<input type="checkbox"/>
	Foundry	<input type="checkbox"/>	Smelter	<input type="checkbox"/>
	Iron & Steel Mill	<input type="checkbox"/>		
Minerals:	Bulk Sample Site	<input type="checkbox"/>	Mineral Processing Plant	<input type="checkbox"/>
	Bulk Solids Handling Facility	<input type="checkbox"/>	Peat Moss Harvesting	<input type="checkbox"/>
	Coal Processing Plant	<input type="checkbox"/>	Surface Mine	<input type="checkbox"/>
	Leach Mining	<input type="checkbox"/>	Underground Mine	<input type="checkbox"/>
	Lime Plant	<input type="checkbox"/>		
Oil & Gas:	Bio-remediation	<input type="checkbox"/>	Natural Gas Processing Plant	<input type="checkbox"/>
	Brine Storage Pond	<input type="checkbox"/>	Oil Refinery	<input type="checkbox"/>
	Compressor & Pumping Station	<input type="checkbox"/>	Petroleum/Natural Gas Recovery	<input type="checkbox"/>
	Petroleum/Natural Gas Operation	<input type="checkbox"/>	Re-refinery	<input type="checkbox"/>
Power Plants		<input type="checkbox"/>		
Primary Manufacturing:	Lead Crystal Manufacturing	<input type="checkbox"/>	Tire Manufacturing Plant	<input type="checkbox"/>
	Textile Manufacturing Plant	<input type="checkbox"/>	Wallpaper Manufacturing Plant	<input type="checkbox"/>
Services:	Sludge Treatment	<input type="checkbox"/>	Wastewater Treatment	<input type="checkbox"/>
Wood Products:	Pulp Manufacturing Plant	<input type="checkbox"/>	Wood Treatment Plant	<input type="checkbox"/>
	Pulp & Paper Manufacturing Plant	<input type="checkbox"/>		
Miscellaneous:	Biomedical Waste Incinerator	<input type="checkbox"/>	Industrial Incinerator	<input type="checkbox"/>
	Cemetery	<input type="checkbox"/>	Industrial Landfill	<input type="checkbox"/>
	Crematorium	<input type="checkbox"/>	Industrial Compositing	<input type="checkbox"/>
	Dredge Spoils Disposal	<input type="checkbox"/>	Land Application of Waste	<input type="checkbox"/>

Will this Activity employ a new technology?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, please specify.		
Proposed Project Dates, if applicable (yyyy/mm/dd)		
Start Construction Date	March 2003	Start Operations March 2003
End/Closure Date		completion of projects estimated in 2 years

SECTION 5 - ACTIVITY DETAILS

Proposed Operating Schedule	Hours/Day	12	Days/Week	5	Weeks/Year	4
Type of Facility	Mobile	<input type="checkbox"/>	OR	Permanent	<input checked="" type="checkbox"/>	

SECTION 6 - SUPPORTING DOCUMENTATION TO ATTACH

All supporting documentation is to be submitted in accordance with the "Approvals Procedures Regulations." If applicable, the following documents must be submitted with this Application; however, additional information may be requested.

Note - A legend must be supplied for all mapping describing symbols used, scale and north orientation.

-X	Copy of the property deed, lease or letter proving the applicant's legal right to conduct the activity on the site
X	Copy of Registry of Joint Stocks printout showing the official company name, President & CEO, its agent, and verifying that the company is registered in good standing.
X	Copies of all existing approvals relating to the activity that have been issued by any agencies
X	A process description for the activity including (but not limited to): type of industry, size & capacity, raw materials & water used, discharge point, quantities of dangerous goods anticipated for use and material safety data sheets
X	If applicable, a description of blasting methods and schedule
X	Security (bond, cheque, etc.) for the proposed operation (if applicable).
X	Preliminary development, abandonment or rehabilitation Plan
X	Site Plan (scaled drawing, minimum scale 1:2,000) including (but not limited to): property boundaries, contours of the site & adjacent properties, location of all relevant structures, location of nearby watercourses, wetlands, dwellings, wells, water supplies, public roads & highways
N/A	Scaled engineering drawings, plans, and specifications that are stamped by a N. S. Licensed professional engineer including (but not limited to): <ul style="list-style-type: none"> - Plans & drawings for structures & equipment used to obtain satisfactory treatment of wastes resulting from industrial processes. - Sufficient data to demonstrate the feasibility of a process to supply satisfactory treatment - Reports on the proposed treatment facilities indicating design capacities, flows, & concentrations of wastes expected to be emitted to the environment - Calculations, factors, & parameters used in the design of waste control systems
X	Description of all liquid effluents discharged from the process/property including (but not limited to): <ul style="list-style-type: none"> - Quality & quantity of all surface discharge waters that have contacted unstabilized areas prior to discharge - Quality & quantity of each liquid effluent discharge before and after treatment - Quality should include (if present) the concentration or levels of pH, temperature, chlorine residual, BODs, suspended solids, acute toxicity, heavy metals, total petroleum hydrocarbons, total oil & grease, total dissolved solids, ammonia & phosphorus, etc.
N/A	Description of all air emissions discharged from the processes (stacks, vents, etc.), including (but not limited to): <ul style="list-style-type: none"> - Stack height above base (metres), elevation at base (metres), stack top inside diameter (metres), flow velocity through the stack exit (metres/sec), temperature of stack gas at exit (°C) - Maximum and average daily concentrations of total particulate, total suspended particulate, specific particulates, metals, gases (general and odorous), carbon monoxide, VOCs, carbon dioxide, oxygen, oxides of nitrogen, hydrogen sulphide, sulphur dioxide and polycyclic aromatic hydrocarbons before and after treatment - Capacity, type of fuel used, sulphur content of fuel, higher heating value of the fuel, monitoring equipment to be employed and soot blowing schedule if the process is a boiler or heating plant
N/A	Description of all solid wastes that require disposal, including (but not limited to): <ul style="list-style-type: none"> - Quantity and quality of all solid wastes with an indication of whether they are considered waste dangerous goods with applicable federal and provincial legislation. If necessary, leachate extraction procedure data should be submitted. - Location & method of solid wastes disposal - Storage quantities of all wastes prior to disposal with storage site capacity & schedule of disposal - Supporting geotechnical & hydrological findings if waste is to be land filled

Contingency plan, including (but not limited to):

- Scope of the plan (purpose, geographic area, and persons, groups, eg., that have responsibility)
- Notification procedures (what is to be reported, when, to whom, internal & external reporting procedures and a 24 hour telephone response number)
- Notification list including names & telephone numbers for all key internal response team personnel, telephone number for reporting environmental emergencies in N. S., relevant municipal/local telephone numbers (fire, police, ambulance, medical/hospital, clean-up contractors, etc.) And government assistance services such as CANUTEC
- Identification of a response team leader and the role of the response team leader respecting decision making, focal point, report preparation and submission, etc.
- Proposed containment and clean-up procedures
- Proposed transportation procedures
- Site restoration plan (in case of an accidental discharge) that will ensure that the area is rehabilitated to its pre-spill condition
- Proposed disposal procedures
- Available resources including manpower, contractors, treatment materials, expertise, communications, countermeasure equipment, etc.
- Public relations including the identification of an individual who can speak on behalf of the approval holder
- Incident reporting procedures and investigative follow-up procedures

If information submitted is incomplete, or if supporting documentation is of poor quality (plans, maps, etc.), the application may be delayed, returned or rejected.

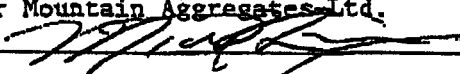
SECTION 7 - DECLARATION

Correspondence is to be returned to: Owner OR Application Contact

Information in this application package which the applicant considers to be confidential business information should be clearly identified.

Are you making this request? Yes No

If yes, please indicate which information in the Supporting Documentation is considered confidential.

Owner's Signature Parker Mountain Aggregates Ltd. Date (yyyy/mm/dd) 2003/03/27
 Licensee 

Name (Please print or type) Michael A. Lowe for Parker Mountain Aggregates Ltd.

OR

Owner's Authorization (Letter of Authorization attached)

If you are acting on behalf of the owner, you must

1. Attach a letter of authorization from the Owner identified on Page 1, Section 1, of this application.
2. Identify yourself as the Application Contact on Page 1, Section 2, of this application.
3. Sign the declaration below.

I certify that I am acting with the owner's full consent.

Signature _____ Date (yyyy/mm/dd) _____

Name (Please print or type) _____

THIS AGREEMENT made this 22 day of Feb, 2003, A.D.

BETWEEN: Loyal & Dorothy Ossinger
PO Box 717 Box-160
TIVERTON N.B.S.Y. Co.
(902) 839-2509

hereinafter called the "OWNER"

OF THE FIRST PART

-and-

PARKER MOUNTAIN AGGREGATES LIMITED, a body corporate, having its head office at Granville, in the County of Annapolis and Province of Nova Scotia,

Hereinafter called the "LICENSEE"

OF THE SECOND PART

IN CONSIDERATION of the terms and conditions hereinafter contained and the sum of One Dollar now paid by the Licensee to the Owner, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Owner hereby grants to the Licensee the sole right to enter, upon any part of the following lands *The Ossinger property at Tiverton Digging Co opposite the Ferry Terminal attached hereto as Schedule "A."* D.E. DLO

by its servants, agents and workmen, with plant, machinery, equipment, and vehicles, to search for, dig, crush, stockpile, and carry away any such gravel, fill or rock deposits on any part of the said lands as agreed, and to use, process, sell or dispose of the same as it may for *desire the repair of Fishermans wharf and the construction of the new harbour facility above the Ferry Terminal, projects in Tiverton.* D.E.O

2. THIS AGREEMENT shall remain in full force and effect until the ~~day of~~ *20* ~~AD.~~ *AD. repair of the Fishermans wharf and construction of new harbour facility above Ferry dock, projects in Tiverton.* DLO

3. The Licensee shall pay to the Owner for the material removed in accordance with the following schedule:

(a) ~~For the first~~ ~~tons removed and sold the price shall be~~ ~~(\$) per ton.~~

(b) For all material removed and sold after the initial ~~tons and~~ ~~20~~ ~~the price shall be~~ ~~(\$) per ton:~~
prior to *one dollar (\$1.00) per ton unless the owner receives a tax credit for the rock, in which case the Licensee will not pay anything for the rock.* D.E.O DLO

D.E.O DLO MR

(c) By July 1, 2008 the parties shall have renegotiated the price to reflect the average price for material in the same geographical area. Such renegotiated price to be valid for a period of five years, after which the price shall once again be renegotiated on these same terms every five years.

(d) In the event the parties are unable to agree on the terms and conditions of the price, the matter shall be referred to an arbitrator appointed by the parties or their respective solicitors, whose decision shall be final and binding.

4. The parties may at any time change the price which the licensee pays the owner for material, such change to be in writing and signed by both parties.

5. The quantity of gravel or fill removed by the Licensee from the Owner's premises shall be verified in such manner as is customary in the industry.

6. Payment for material to be made as is customary in the industry.

7. The Owner shall be entitled, either by itself or its agents or servants, to enter on the premises, inspect the progress of the Licensee's work and verify the weight of the gravel or fill removed.

8. The Owner shall be responsible for the cutting and removal of any trees in areas where gravel or fill is to be excavated.

9. The Licensee undertakes as follows:

(a) To use such methods in its operation as will do as little damage as possible to the unworked portion of the Owner's premises;

(b) Not to do or permit any act which will divert any watercourses traversing the Owner's premises or the adjoining premises;

(c) To obtain a permit from the Nova Scotia Department of the Environment for the works of the Licensee on the property if required.

10. The Owner covenants that he has good title, the right to lease the lands hereby leased in the manner hereby leased, the right to grant the Licensee the right to excavate and remove any gravel, fill, rock deposits, or any such products from such lands, and that the Licensee shall have quiet enjoyment of such lands free from encumbrances, for the purposes contemplated in this Agreement. In the event that the Licensee incurs any loss or expense as the result of a third party claiming to be entitled to an interest in the lands or in the excavated products, the Owner shall indemnify and save harmless the Licensee therefrom. The Owner further grants to the Licensee, his agents and workers the right of entry and access through, over, along and upon said lands for the purpose of excavating and removing said products, and the Owner agrees to permit the Licensee to build or construct at the Licensee's cost any roads, and landings which may be reasonably necessary for the excavating and removal of products.

11. The Owner agrees that the Licensee shall have the right at any time within two years (2) following the expiration of this Lease to enter upon the lands for the purpose of removing any crush, stockpile, gravel, fill, rock, or other products excavated during the term of the Lease, and during said period the products excavated as aforesaid shall remain the property of the Licensee. At the end of said period any remaining products shall become the property of the Owner, in the absence of a written agreement to the contrary.

12. Notwithstanding anything else where herein contained, any Taxes are included in the payments required to be made hereunder by the Licensee to the Owner.

~~13. In the event the owner sells the property being the subject of this agreement, the Licensee shall be given the right of first refusal.~~ **VOID**

14. The Owner declares that as of the date of execution of this Agreement the Owner is a resident of Canada within the meaning of the Income Tax Act (Canada).

IT IS HEREBY DECLARED AND AGREED that this Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED)
In The Presence Of:)

[Signature])

[Signature])

[Signature])
[Signature])

[Signature])
PARKER MOUNTAIN AGGREGATES LIMITED

THIS AGREEMENT made this 22 day of Feb, 2003, A.D.

BETWEEN: ORLIE & SIVNET DIRECTOR
DIXON
P.O. Box 703 Tiverton Digby, C. NS
839-202228

hereinafter called the "OWNER"

OF THE FIRST PART

-and-

PARKER MOUNTAIN AGGREGATES LIMITED, a body corporate, having its head office at Granville, in the County of Annapolis and Province of Nova Scotia,

Hereinafter called the "LICENSEE"

OF THE SECOND PART

IN CONSIDERATION of the terms and conditions hereinafter contained and the sum of One Dollar now paid by the Licensee to the Owner, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Owner hereby grants to the Licensee the sole right to enter, upon any part of the following lands The Dixon property, at Tiverton Digby, C. NS
opposite the Ferry landing
attached hereto as Schedule "A" MAL
DEP
3RD

by its servants, agents and workmen, with plant, machinery, equipment, and vehicles, to search for, dig, crush, stockpile, and carry away any such gravel, fill or rock deposits on any part of the said lands as agreed, and to use, process, sell or dispose of the same as it may for
desire. the repair of Fisherman's wharf and the construction of the new
harbour facility above the Ferry dock, projects at Tiverton MAL
DEP
3RD

2. THIS AGREEMENT shall remain in full force and effect until the day of Feb
2013, A.D. repair of Fisherman's wharf and construction of
new harbour facility above Ferry dock are complete. MAL
DEP
3RD

3. The Licensee shall pay to the Owner for the material removed in accordance with the following schedule:

(a) For the first _____ tons removed and sold the price shall be (\$ _____) per ton. MAL
DEP
3RD

(B) For all material removed and sold after the initial _____ tons and prior to _____, 20_____ the price shall be one dollar (\$ 1.00) per ton.
Unless the owner receives a tax credit for the rock,
in which case the licensee will not pay anything
for the rock. MAL
DEP
3RD

(c) By July 1, 2005 the parties shall have renegotiated the price to reflect the average price for material in the same geographical area. Such renegotiated price to be valid for a period of five years, after which the price shall once again be renegotiated on these same terms every five years.

MAL
OED
SRD

(d) In the event the parties are unable to agree on the terms and conditions of the price, the matter shall be referred to an arbitrator appointed by the parties or their respective solicitors, whose decision shall be final and binding.

4. The parties may at any time change the price which the licensee pays the owner for material, such change to be in writing and signed by both parties.

5. The quantity of gravel or fill removed by the Licensee from the Owner's premises shall be verified in such manner as is customary in the industry.

6. Payment for material to be made as is customary in the industry.

7. The Owner shall be entitled, either by itself or its agents or servants, to enter on the premises, inspect the progress of the Licensee's work and verify the weight of the gravel or fill removed.

8. The Owner shall be responsible for the cutting and removal of any trees in areas where gravel or fill is to be excavated.

9. The Licensee undertakes as follows:

(a) To use such methods in its operation as will do as little damage as possible to the unworked portion of the Owner's premises;

(b) Not to do or permit any act which will divert any watercourses traversing the Owner's premises or the adjoining premises;

(c) To obtain a permit from the Nova Scotia Department of the Environment for the works of the Licensee on the property if required.

10. The Owner covenants that he has good title, the right to lease the lands hereby leased in the manner hereby leased, the right to grant the Licensee the right to excavate and remove any gravel, fill, rock deposits, or any such products from such lands, and that the Licensee shall have quiet enjoyment of such lands free from encumbrances, for the purposes contemplated in this Agreement. In the event that the Licensee incurs any loss or expense as the result of a third party claiming to be entitled to an interest in the lands or in the excavated products, the Owner shall indemnify and save harmless the Licensee therefrom. The Owner further grants to the Licensee, his agents and workers the right of entry and access through, over, along and upon said lands for the purpose of excavating and removing said products, and the Owner agrees to permit the Licensee to build or construct at the Licensee's cost any roads, and landings which may be reasonably necessary for the excavating and removal of products.

11. The Owner agrees that the Licensee shall have the right at any time within two years (2) following the expiration of this Lease to enter upon the lands for the purpose of removing any crush, stockpile, gravel, fill, rock, or other products excavated during the term of the Lease, and during said period the products excavated as aforesaid shall remain the property of the Licensee. At the end of said period any remaining products shall become the property of the Owner, in the absence of a written agreement to the contrary.

12. Notwithstanding anything else where herein contained, any Taxes are included in the payments required to be made hereunder by the Licensee to the Owner.

13. ~~In the event the owner sells the property being the subject of this agreement, the Licensee shall be given the right of first refusal.~~ MBL
JED

14. The Owner declares that as of the date of execution of this Agreement the Owner is a resident of Canada within the meaning of the Income Tax Act (Canada).

IT IS HEREBY DECLARED AND AGREED that this Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED)
In The Presence Of:)

[Signature])
[Signature])

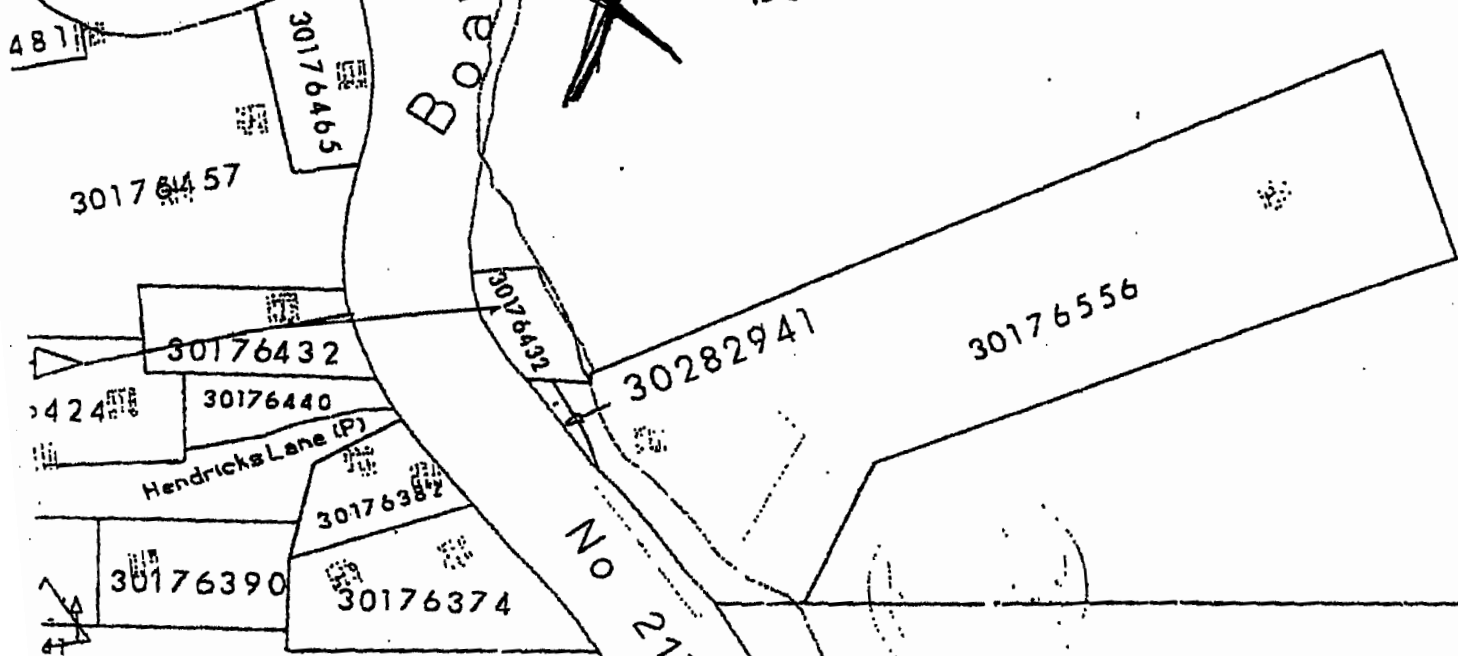
[Signature: James Dixon])
[Signature: Alice Dixon])

) PARKER MOUNTAIN AGGREGATES LIMITED

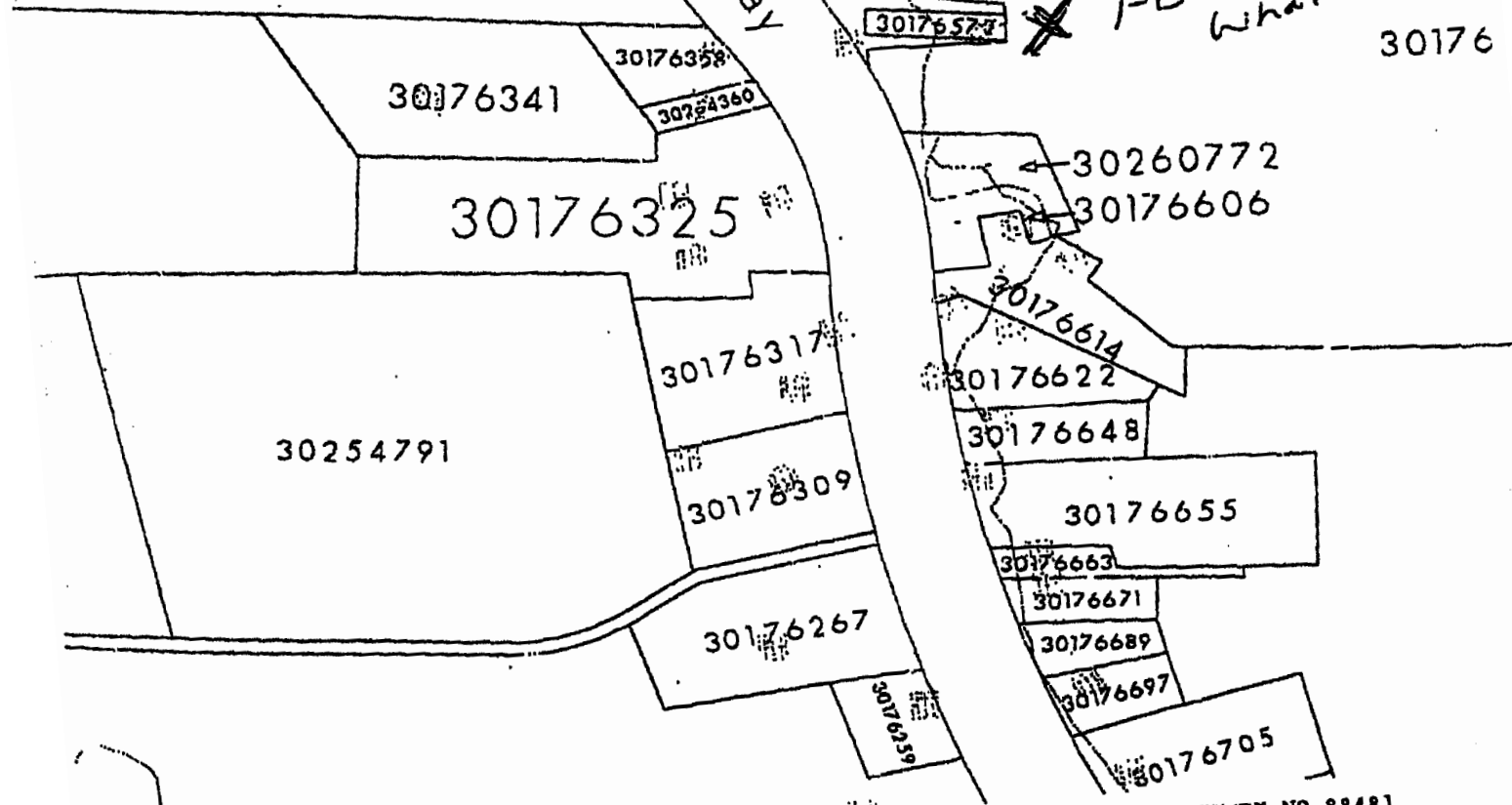
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Boars

New HARB 'A
Development

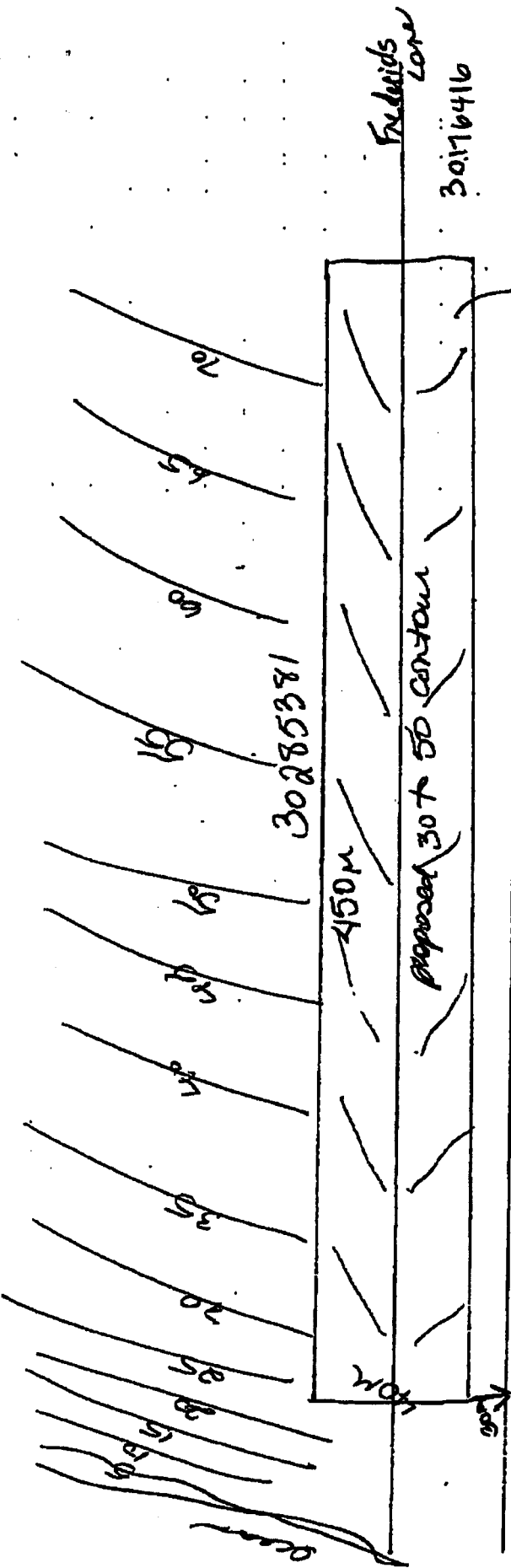
Boars



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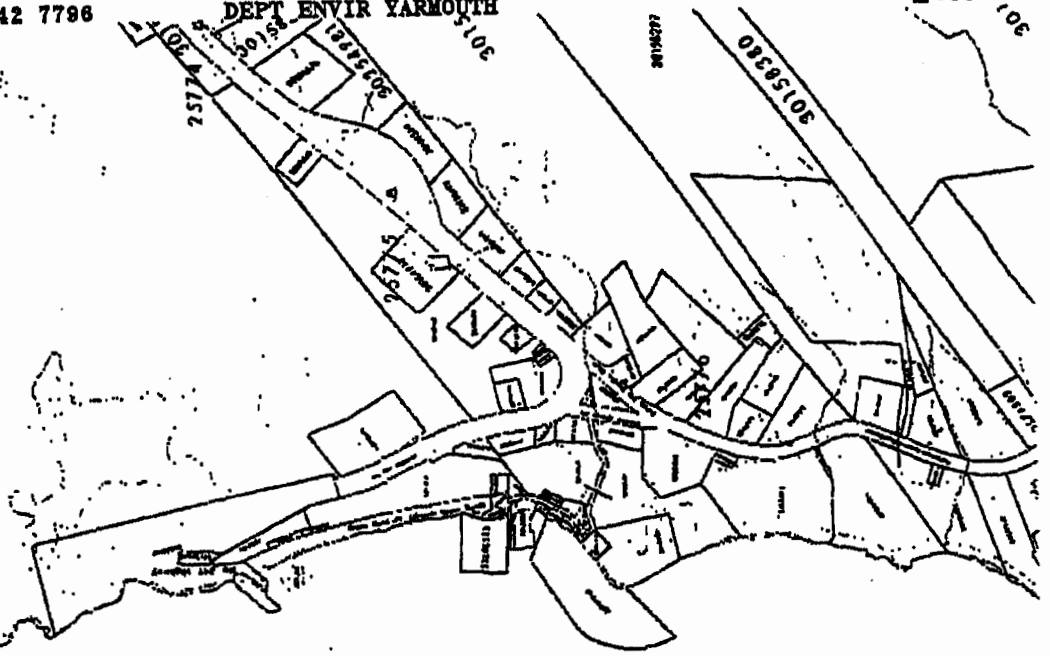
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Area

APR 17 2004

Boar's
Head
Head

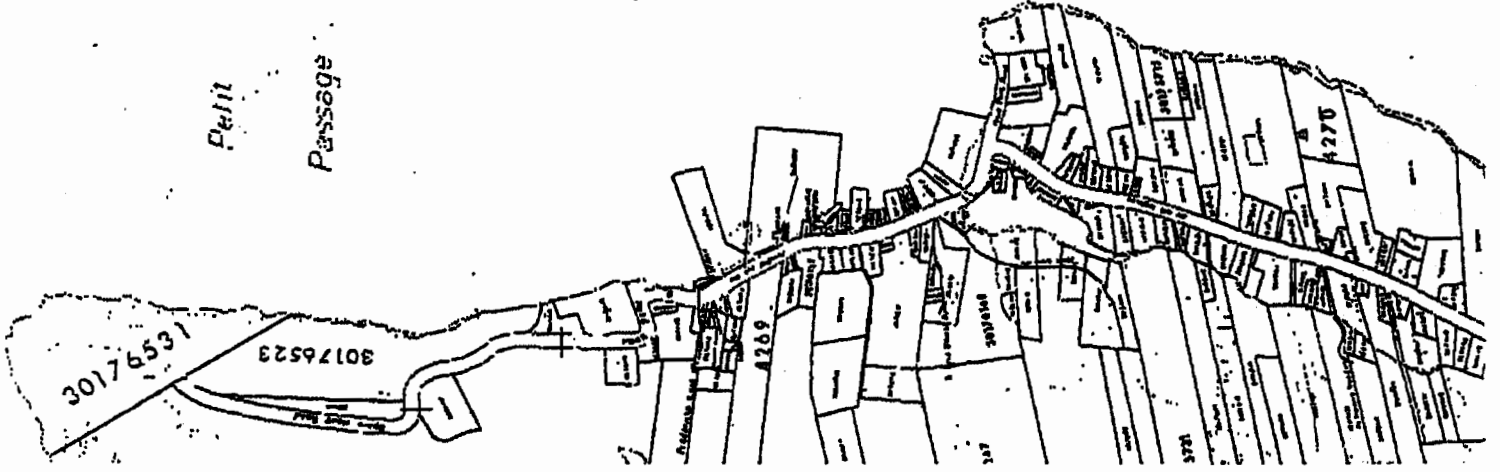
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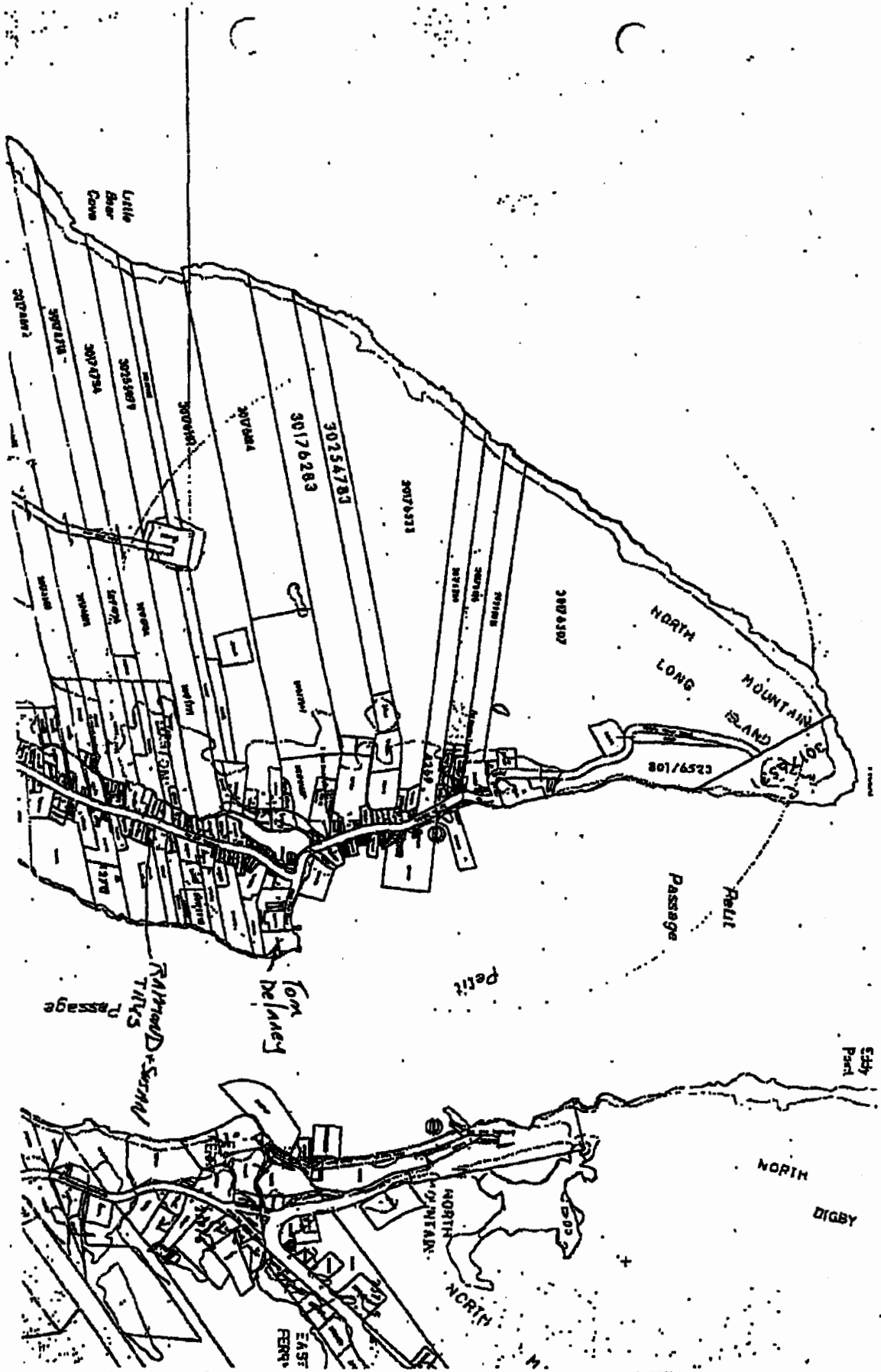
Passage

Petit



Petit

Passage



PHONE NO. : 982 839 2244 FROM : Panasonic PLS SYSTEM
 MAY 13 2003 09:49 AM P81

**PROFILE - PARKER MOUNTAIN AGGREGATES LIMITED - as of 2003-02-25 10p.m.**

Company/Society Name:	PARKER MOUNTAIN AGGREGATES LIMITED
Registry ID:	1763251
Type:	N.S. Limited Company
Nature Of Business:	
Status:	Active
Jurisdiction:	Nova Scotia
Registered Office:	478 PARKER MOUNTAIN ROAD GRANVILLE NS B0S 1A0
Mailing Address:	P.O. BOX 97 ANNAPOLIS ROYAL NS B0S 1A0
Previous Name:	DEEP BROOK RENTALS LIMITED

PEOPLE

Name	Position	Civic Address	Mailing Address
Michael Lowe	Director	2125 Highway #1 Clementsport Annapolis Co. NS B0S 1E0	
Michael Lowe	President	2125 Highway #1 Clementsport Annapolis Co. NS B0S 1E0	
David Lowe	Director	2487 Highway #1 Clementsport Annapolis Co. NS B0S 1E0	
David Lowe	Secretary	2487 Highway #1 Clementsport Annapolis Co. NS B0S 1E0	
MICHAEL A LOWE	Recognized Agent	2125 HIGHWAY #1 CLEMENTSPORT NS B0S 1E0	P.O. BOX 97 CLEMENTSPORT ANNAPOLIS ROYAL. NS B0S 1A0

ACTIVITIES

Activity	Date
Registered	1987-06-24
Incorporated	1987-06-24
Change of Directors	1987-06-24
Name Change	1988-07-04
Agent Filed	1988-07-04
Special Resolution	1988-12-05
Registered Office Change	1992-03-16
Annual Report Filed	1996-06-10
Annual Renewal	1997-06-13
Annual Statement Filed	1997-06-13
Annual Renewal	1998-06-09
Annual Statement Filed	1998-06-29
Address Change	1998-07-21
Annual Renewal	1999-07-09
Annual Statement Filed	1999-07-09
Annual Renewal	2000-05-16
Annual Statement Filed	2000-05-16
Special Resolution	2000-09-07
Special Resolution	2000-09-07
Special Resolution	2000-09-07
Filed Document	2000-09-07
Filed Document	2000-09-07
Change of Directors	2001-02-16
Special Resolution	2001-06-12
Filed Document	2001-06-12
Annual Renewal	2001-06-27
Appoint an Agent	2001-06-27
Annual Statement Filed	2001-06-27

NS RJSC - Profile - PARKER MOUNTAIN AGGREGATES LIMITED

Annual Renewal	2002-05-21
Annual Statement Filed	2002-05-21

RELATED REGISTRATIONS

There are no related registrations on file for this company.

Process Description for the Activity - Tiverton Quarry

The intent is to operate a Rock Quarry for the execution of two specific projects. These projects are being done for Public Works and involve the rebuilding of the Fisherman's Wharf and the construction of a new harbour facility. We intend to employ a professional explosive company to perform all drilling and blasting.

The Quarry will be located on top of the mountain allowing natural drainage to the west. The operation will involve blasting the rock after which it will be loaded by excavators and hauled to the projects in Tiverton

Before the operation begins the grubbings will be pushed to the north and south. The grubbings will be stockpiled and stand for later use to allow revegetation of the worked out site. See drawings for elevation of Rehabilitation Plan.

Proposed Blast Design - Tiverton Quarry

We intend to employ Consbec to do all drilling and blasting. The following is the proposed blast design.

- Drill pattern example - 10' x 10' pattern with 4" bit would be loaded with DyroGold Light (ie: 30 ft hole would have 7 ft collar on it which would contain 86.67 kgs per delay using non-electric detonators with 25/500 ms delay with 17/34 or 42 connectors.)



ANGUS-MILLER LTD.
33 Charlotte Street, Saint John, New Brunswick E2L 5A4, Phone: 833-7000, Fax: 854-8769

February 26, 2003

New Scotia Department of the Environment
Halifax, N.S.

Dear Sir:

We are the Managing General Agent for Western Surety Company of Regina, Saskatchewan.

We wish to confirm that we are prepared to consider an application for a Quarry bond for the firm of Parker Mountain Aggregates in connection with a project at Tiverton, Digby County, N.S. We have previously supplied same for a prior project.

We look forward to receipt from our client full details of the project in due course.

Yours very truly,

ANGUS-MILLER LTD.

John C. Mason
John C. Mason, C.I.P.
Vice-President

JCM/ecb

Liquid Effluent- Tiverton Quarry

The only liquid discharge as such will be the natural water from rain and runoff. All operations will be above the water table and if siltation becomes a concern ditching and settling ponds will be used to maintain all regulatory requirements.

Surface water will be directed to site drainage ditches and settling ponds with flow in a westerly direction. There are no watercourses near the project. Surface runoff will flow through approximately ½ mile of natural undisturbed forested lands before reaching the nearest watercourse.

Contingency Plan - Tiverton Quarry

The only noted concern here for the proposed operation would be a fuel or oil spill from a machine or storage fuel tank. Any storage tank would be supplied by Irving Oil and of the standards required for intended use.

In the event of a spill, from any source, it would be our intention to have peat moss on site to absorb the liquid. We would then excavate all contaminated soil and truck it to an approved facility, such as Clare Landfill, for disposal.