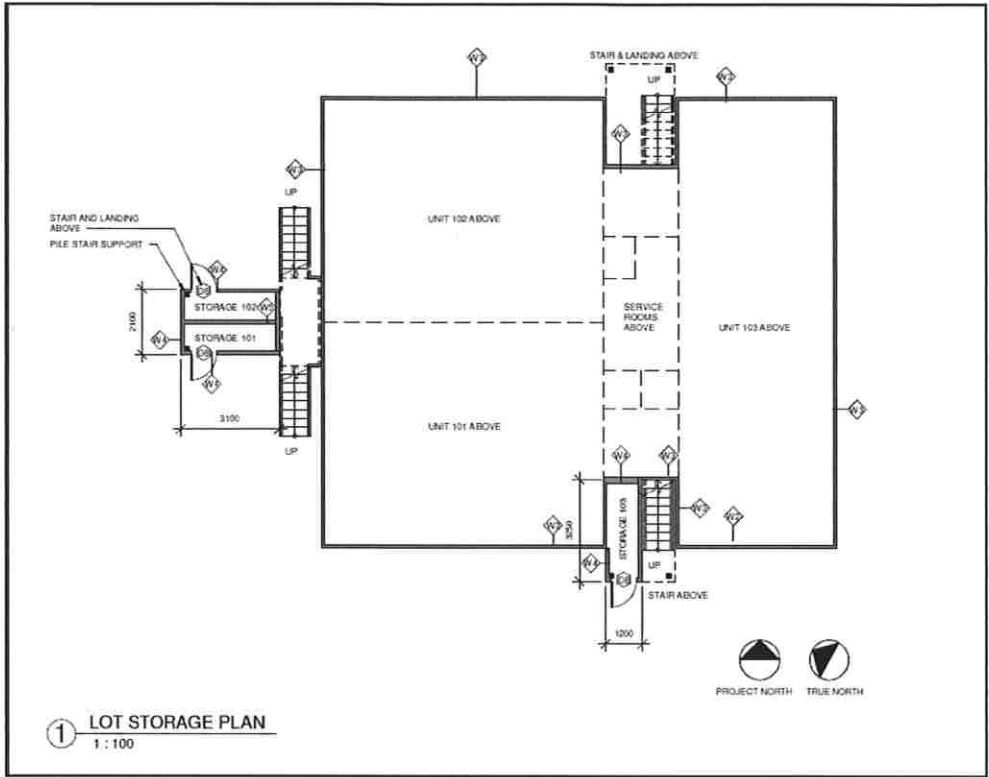
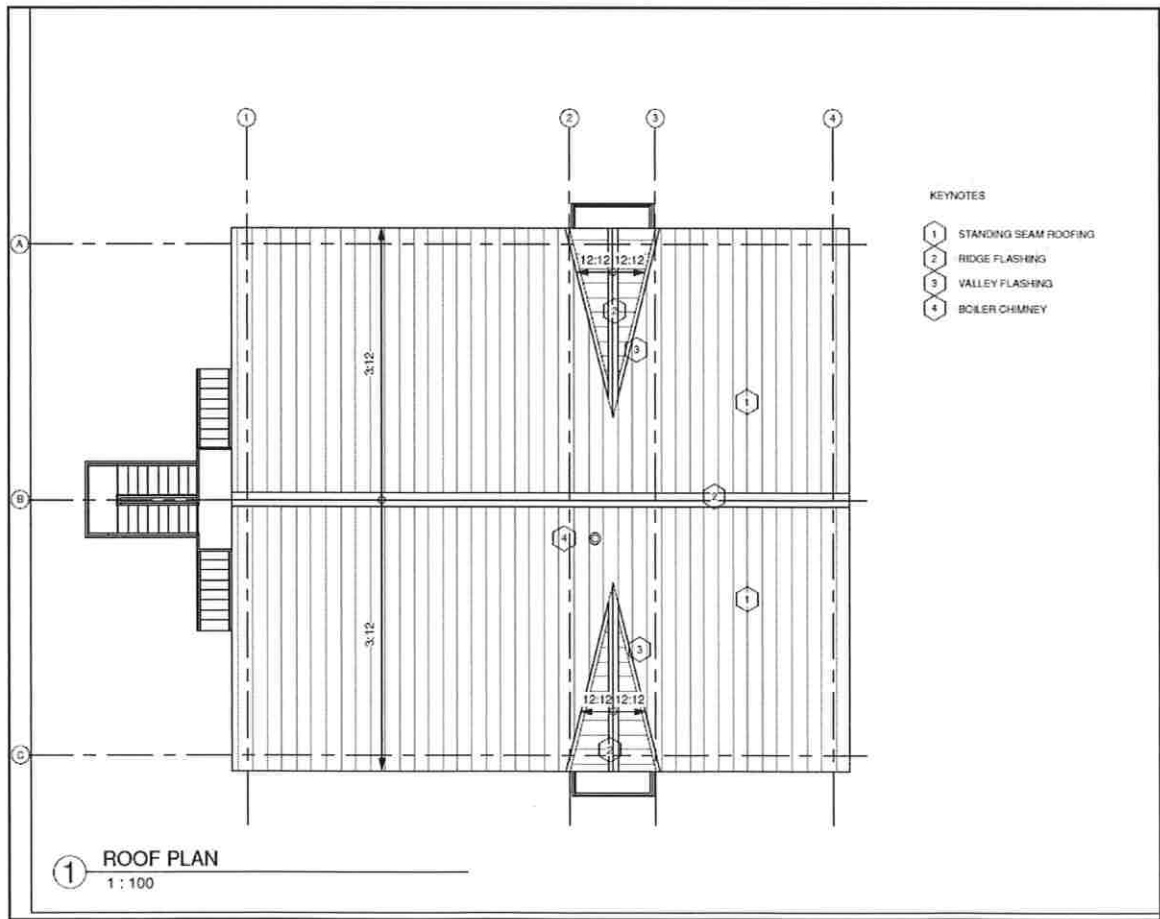


① **NEW SITE PLAN**
1 : 200

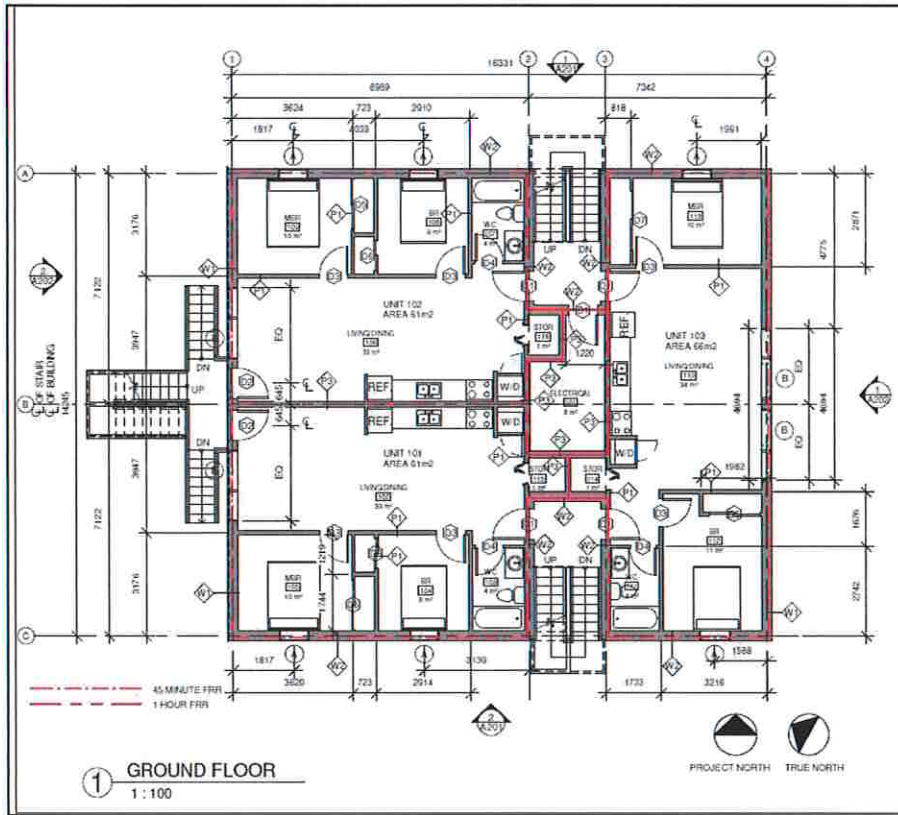
Δσ^αλ^ος ^C ^C (A101), C^c-Γ^{5b}, 11, 2020.



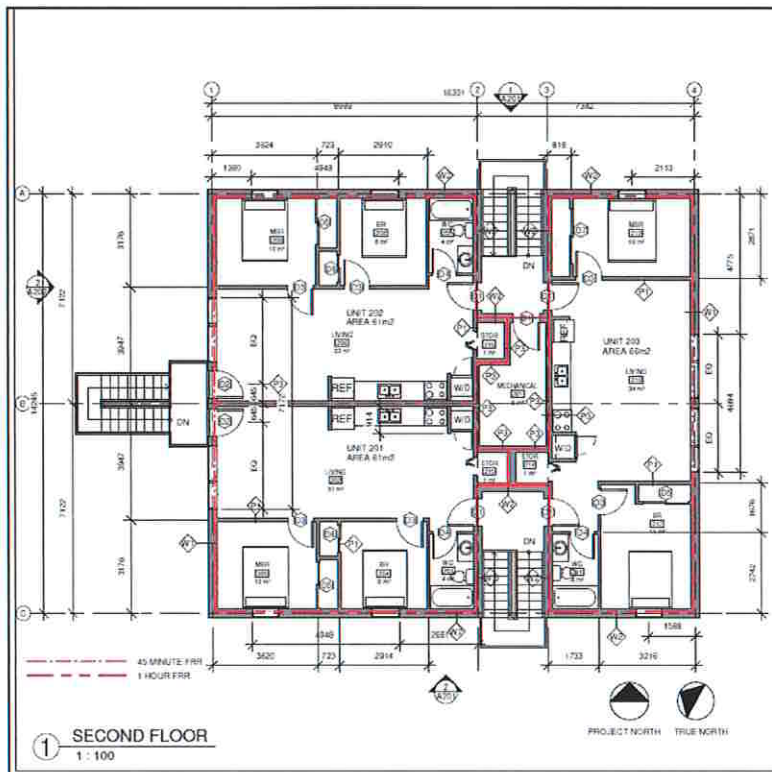
ዕዳጌሎ ጋኖፊልልኣኛ ሩኖዳፎኛ (A102), ርኛራኖፕኖፊፊ, ሥኛባሊ 11, 2020.



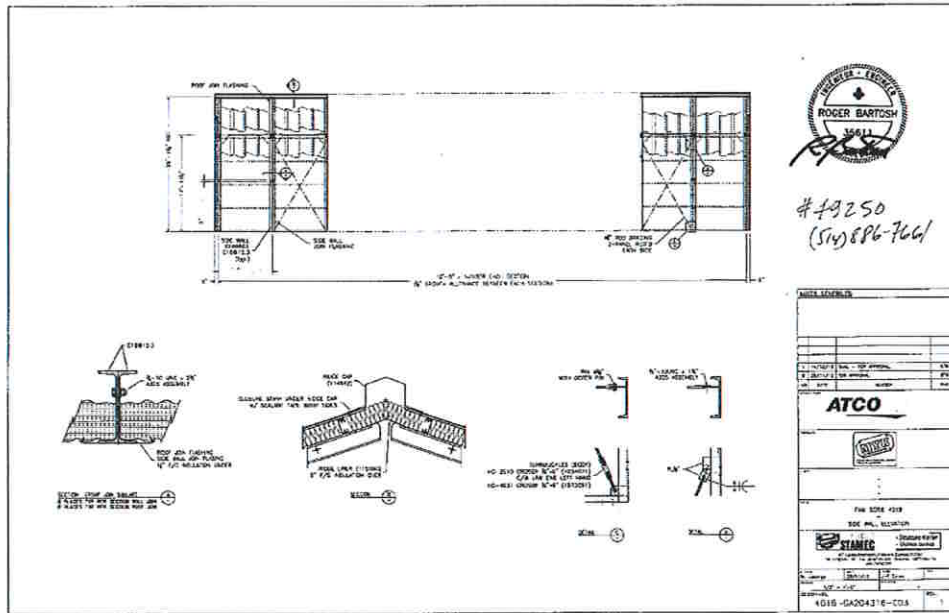
ልጋኛ ኖፊራፊራ ሩኖዳፎኛ (A105), ርኛራኖፕኖፊፊ, ሥኛባሊ 11, 2020.



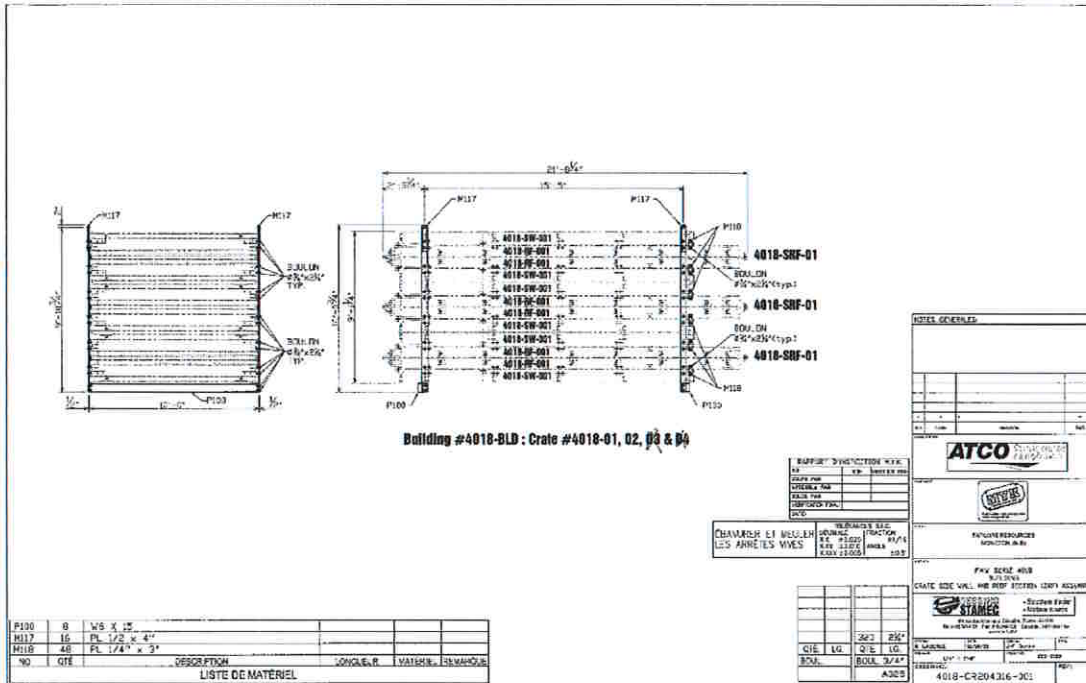
ዲግሪው ለግብይት (A103), ርዕሰ-ገጽ፣ ሰኔ 11, 2020.



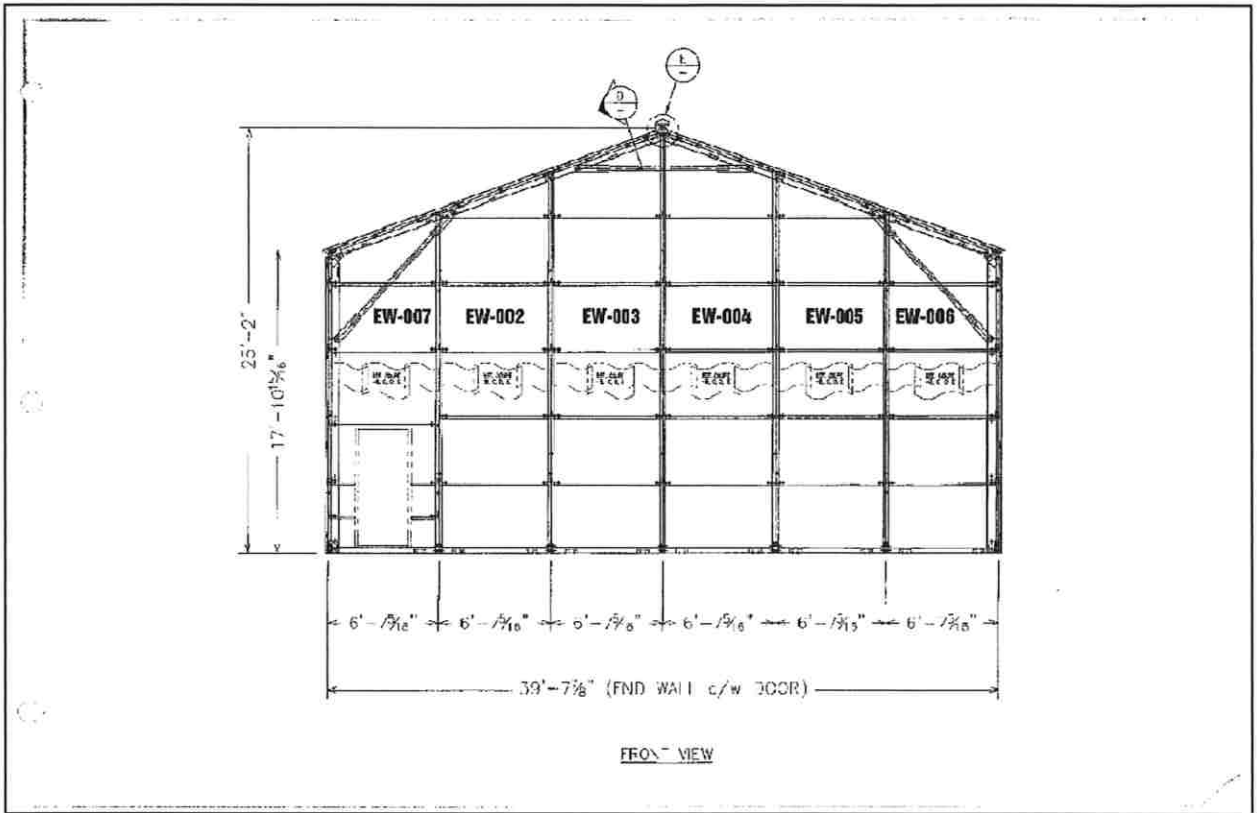
ዲግሪው ለግብይት (A104), ርዕሰ-ገጽ፣ ሰኔ 11, 2020.



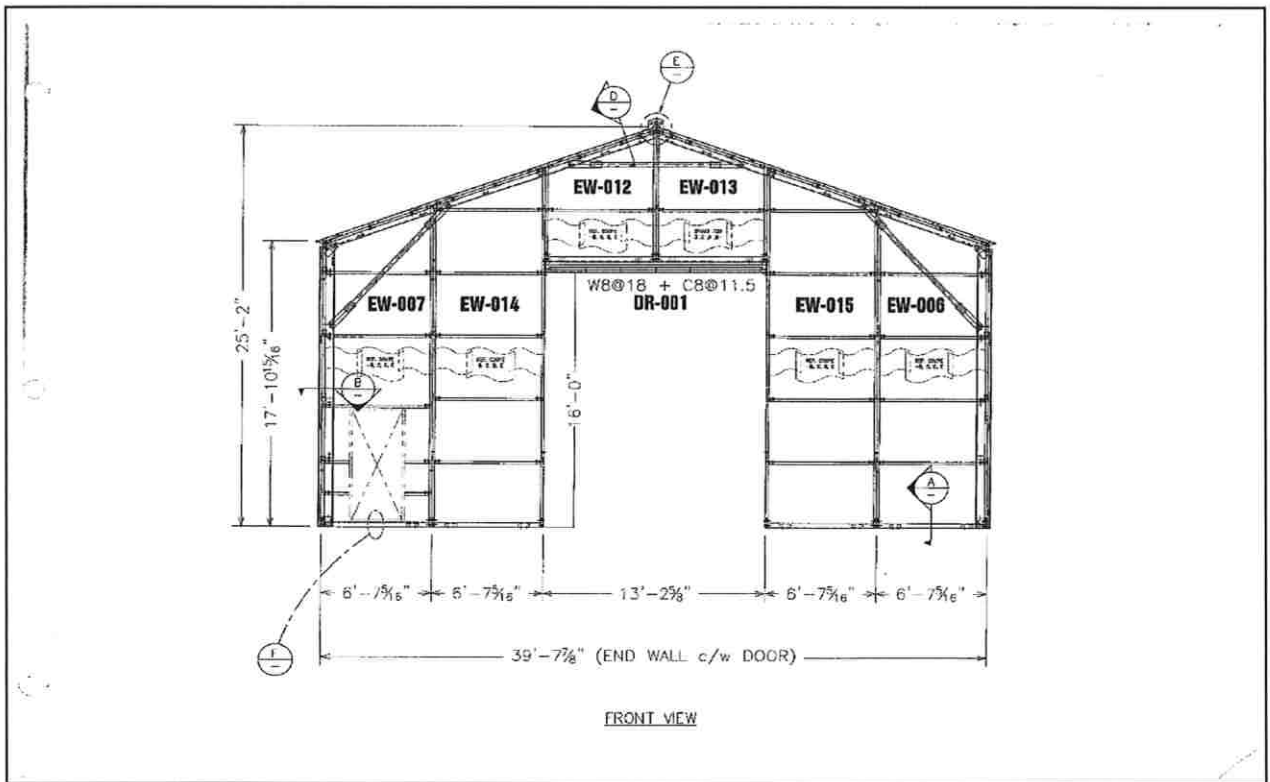
ᐱᓐᓇᓂᓄᓐᓂᓐ 5: ᓇᓂᓇᓂᓄᓐᓂᓐ, ᐅᓕᓂᓐᓂᓐᓂᓐ ᐱᓐᓂᓐ 14, 2012



ᐱᓐᓇᓂᓄᓐᓂᓐ 6: ᓇᓂᓇᓂᓄᓐᓂᓐ, ᐅᓕᓂᓐᓂᓐᓂᓐ ᐅᓂᓐᓂᓐ 10, 2013



Ճշգրտված 7: Տեղադրում, Ենթակառուցվածք.



Ճշգրտված 8: Տեղադրում, Ենթակառուցվածք.



LAND USE PERMIT

THIS PERMIT GRANTS:

Kudlik Construction Ltd.
PERMITTEE

Address of PERMITTEE 1519 Federal Road, P.O. Box 727, Iqaluit Nunavut, X0A 0H0

Permission to proceed with the Granular Extraction, Processing, Aggregation Stockpiling & Eqpt. Storage within a portion of COMMISSIONER'S LAND on Lot I, Group 1087, Plan 184 (North 40) outlined in red as area K1 to K7 in the Activities Map annexed here to and forming part of the permit. The Land Use Permit application dated August 6th, 2019 and submitted by Stephane Gelin as on behalf of the PERMITTEE shall be annexed hereto and shall be included in this permit.

1. THIS PERMIT IS SUBJECT TO THE COMMISSIONER'S LAND ACT AND REGULATIONS AND THE TERMS AND CONDITIONS SPECIFIED IN THE ATTACHMENT 2 ANNEXED HERETO.
2. THIS PERMIT MAY ONLY BE ASSIGNED, EXTENDED, DISCONTINUED, SUSPENDED, OR CANCELLED PURSUANT TO THE COMMISSIONER'S LAND ACT AND REGULATIONS.
3. THE GRANTING OF THIS PERMIT DOES NOT RELIEVE THE PERMITTEE FROM OBSERVING AND COMPLYING WITH ANY OTHER APPLICABLE ACTS, REGULATIONS, BY-LAWS OR ORDERS.

This permit was signed & sealed at the Hamlet of Kugluktuk in Nunavut this 10th day of December 2019.

THE COMMISSIONER OF NUANUYT

Per:

The Director of Planning & Lands, Department of Community and Government Services,
Government of Nunavut

December 10th, 2019
PERMIT COMMENCEMENT DATE

PERMIT EXPIRY DATE
AS PER ATTACHED CONDITIONS

ATTACHMENT 1 - NORTH 40 ACTIVITIES MAP



ATTACHMENT 2 LAND USE PERMIT CONDITIONS

Permitted Uses

1. Subject to Condition 2, the Permit holder may occupy the subject lands for the following uses: stockpiling of granular material, storage of explosives, processing of granular material, equipment and materials storage, and a concrete batch plant.

NPC Review and NIRB Scrutiny

2. The Permit holder shall submit an application to NPC to review the following activities within 30 days of Permit issuance:
 - a. Explosives storage
 - b. Processing of granular materials, and
 - c. Operation of a concrete batch plant.

The Permit holder shall provide to CGS and the City the NPC and NIRB decisions regarding the above noted activities. Should any of the above uses be refused by NPC and/or NIRB, the activities shall be discontinued within 90 days of the NPC or NIRB Decision date. If there are any changes proposed to screened activities, the Permit holder shall notify NIRB of these changes.

Restoration

3. If the occupancy of the subject lands are not authorized under a valid Land Use Permit, or other land occupancy agreement (e.g. lease), the subject lands shall be restored to a condition that is satisfactory to the City. The required restored condition will consider the previous use of the site as a granular extraction area, public safety, drainage conditions, removal and proper disposal of surface debris or waste associated with Permit holder activities, and remediation of any contaminants resulting from Permit holder activities.

Environmental Site Assessment

4. The Permit Holder may be required, at the request of CGS to undertake or contribute financially to Environmental Site Assessments of the lands subject to this Land Use Permit to determine if environmental contaminants are present on the site and that are reasonably attributed to Permit holder activities, and to undertake or contribute to remediation activities recommended by an Environmental Site Assessment.

Term

5. The Permit holder may occupy the subject lands for a period of 1 year and 8 months, from November 1, 2019 to July 30, 2021.

Rental

6. The total rental fee to be charged per year to the Permit holder will be in accordance with the Land Use Permit Fee Policy and will commence November 1st, 2019. The fee amount is set at 7.5% of the value of the land, based on the assessed value (\$15.35/m²) of a similar adjacent lot. The assessed value is applied to the 102,200 m² of land occupied by the Permit holder as outlined in red in the Activities Map in Attachment 1. The rental fee for the 8-month period from November 1st, 2019 to July 30th, 2020 is \$78,439 and must be received by the City on or before December 31st, 2019. The rental fee for the 1-year period from July 1st, 2020 to June 30th, 2021 is \$117,658 and is due on July 1st, 2020.

Life Payment Fee

7. Where any portion of the rental herein reserved is not paid, the Permit holder from time to time shall pay a late payment fee as required by the City policies and by-laws, as **amended from time to time.**

Compliance

8. The Permit holder agrees in all respects to abide by and comply with all applicable lawful rules, regulations and by-laws of the Federal Government, Territorial Government or any other governing body whatsoever that have been or may be enacted and in any manner affect the said land.

Site Security

9. The Permit holder shall ensure that proper signage is installed and maintained to ensure that **unauthorized persons are aware of dangers associated with activities on the subject lands. In the case of the area where explosives are being stored, a gated access along the main access road is required to be installed and maintained.**

Damage to Other Property

10. The Permit holder shall reinstate at its expense and to the satisfaction of the Director of Public Works and Engineering, or delegate, any City property including but not limited to **roads, culverts, pavement, service vaults and signage, which may be damaged as a result of this temporary use.**

ADDITIONAL TERMS AND CONDITIONS ATTACHED TO AITACHMEXT 2

1. The Permittee shall not conduct this land use operation on any lands not designated in *the* accepted application, unless otherwise approved in writing by an authorized Departmental representative.
2. The Permittee shall not conduct any part of the land use operation within 100 meters of any privately owned land or structure unless otherwise approved in writing by an authorized Departmental representative.
3. The Permittee shall during the said term, pay the said rental and all taxes, rates, and assessments charged upon the land or upon the Permittee in respect thereof.
4. The Government of Nunavut (hereafter called the "Government") nor the City are responsible for the establishment on *the* ground of *the* boundaries of *the* land.
5. The Government or *the* City may re-enter and occupy any portion of *the* land for construction of roads or other public works but such construction shall not unreasonably interfere with the rights granted to the Permittee in this permit.
6. It shall be lawful for the Government or the City or any person duly authorized at all reasonable times to enter upon the land for the purpose of examining the condition thereof.
7. The Permittee shall not conduct any part of *the* land use operation on any private or leased land without first having received permission from the owner or lessee.
8. The Permittee shall have a copy of this permit on the *site* of operation at all times. The Permittee shall display a copy of this permit in a conspicuous place in each campsite established to carry out this land use operation.
9. The Permittee shall not discharge or deposit any refuse substance or other waste materials in any body of water or on the banks thereof, which will impair the quality of the waters of the natural environment.
10. The Permittee shall ensure that any chemical fuels or wastes associated with *the* project do not spread to the surrounding lands or enter into any water body. Spills shall be cleaned up immediately.
11. The Permittee shall immediately report all spills of petroleum or hazardous chemicals to *the* 24 hour spill report line at 1-867-920-8130.

INTERPRETATION

12. For the purposes of this permit, "shall not operate" is defined as a complete cessation of activities and removal of all personnel from the project area.
13. No tenure or interest in land, of any kind or nature whatsoever, is hereby granted or implied.

INDemnIFICATION OF THE PERMITTEE

14. The Permittee assumes sole responsibility and liability for any costs, damages or claims, of whatever kind or nature and however occurring, arising directly or indirectly from any of its activities on or about or in relation to *the* permitted site and will indemnify and save harmless the Government of Nunavut and *the* City of Iqaluit and their respective servants, agents and contractors from and against any all such costs, claims, damages or claims. The Permittee must take occupation and use of the site as it finds it.



APPLICATION FOR LAND USE PERMIT

Department of Community and Government Services

Government of Nunavut

1. APPLICANT: KUDLIK CONSTRUCTION LTD

2. ADDRESS

3. ADDRESS OF HEAD OFFICE:
1519 FEDERAL ROAD. POBOX 727
IQALUIT, NUNAVUT
X0A0H0

4. LOCATION AND DESCRIPTION OF OPERATION

- a.) **Attach a description and proposed techniques**
LAYDOWN AREA, SCALE, CRUSHING AREA, EXPLOSIVE STORAGE AND EQUIPMENT STORAGE
- b.) **Attach map and sketch of area**
SEE ATTACHED MAP FOR SECTORS K1, K2, K3, K4, K5 AND K7 (9.15 Ha)
K GIS AWAITING NIRB SCREENING RESULTS

5. EQUIPMENT: Type, size and proposed use

- CRUSHING EQUIPMENT (PRIMARY, CONE AND SCREENS)
- EXPLOSIVE CACHES
- EXCAVATORS, LOADERS, PAVING MACHINES, ROLLERS AND LIFTS
- CONTAINERS WITH CONSTRUCTION MATERIALS, INSULATION, FENCE ETC.

6. FUEL

- a.) **Type, volume, method of storage containment.**
NO BULK STORAGE IN THIS AREA, ONLY THE DOUBLE SIDED TANK THAT ARE RELATED TO THE GENERATORS ON SITE IN THE AREA OF THE
 - CRUSHER, CONE AND SCREENS
 - TEMPORARY BUILDING FOR THE WELDING SHOP
- SCALE
- b.) **Method of emptying and filling containers.**
WHEN WE HAVE TO RE-FILL THE FUEL TANK WE USE OUR OWN FUEL TRUCK THE WORK IS DONE WITH AN ACCREDITED PERSON THAT CAN WORK ON SUCH TRUCK AND IS DONE ACCORDING TO TRANSPORT CANADA STANDARD AND REGULATION. WE ALSO HAVE IN PLACE A SPILL CONTINGENCY PLAN.

7. METHOD OF WASTE DISPOSAL - Arrangements planned for disposal of garbage
~~sanitary waste and debris.~~

WOOD DEBRIS ARE NORMALLY BURNED IN THE QUARRY AFTER WE HAVE SECURED A FIRE BURNING PERMIT. THE REST OF THE GARBAGE IS DELIVERED TO THE CITY DUMP. THERE IS NO SANITARY WASTE AS WE USE THE BATHROOM IN OUR MAIN OFFICE OR SOMETIMES WE USE TEMPORARY TOILETS.

8. CONTRACTORS & FUNCTIONS

GENERAL CONTRACTOR IN QUALITY, IT, NEW JAIL, HOTEL, PUMPING, ASPHALT AND CONCRETE PRODUCTION.

9. TIME SCHEDULE

Start JULY 1st, 2019

Completion: JULY 31st, 2020

9. NAME AND ADDRESS OF FIELD SUPERVISOR

STEPHANE GELINAS, 1519 FEDERAL ROAD PO BOX 727 IOALUIT NuXOACHO

10. NO. OF EMPLOYEES

AROUND 45

11. AREA USED (Hectare)

9,15 HECTARES


Signature

a.usW110@11'hiai'te!
Title

0 .., 1G2o11
Date

