

# **RISK MANAGEMENT PLAN**

Former Shell Agency Site

Lynn Lake, Manitoba

July 2018



1500, 222 3rd Avenue SW  
Calgary, Alberta T2P 0B4

## TABLE OF CONTENTS

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1.0 EXECUTIVE SUMMARY .....	3
2.0 SITE INFORMATION.....	4
2.1 Background .....	4
2.1.1 Site History .....	4
2.1.2 Site Setting .....	4
2.1.3 Previous Environmental Activities .....	4
2.2 GEOLOGICAL SETTING .....	5
2.2.1 Regional Geology and Hydrogeology .....	5
2.3 SITE STRATIGRAPHY .....	5
3.0 SELECTION OF REMEDIAL GUIDELINES .....	6
3.1 ENVIRONMENTAL REGULATORY SETTING.....	6
3.2 PATHWAY APPLICABILITY .....	6
3.3 LAND USE ASSESSMENT.....	8
3.4 DETERMINATION OF GRAIN SIZE .....	8
4.0 PROPOSED RISK MANAGEMENT PLAN.....	9
4.1 Environmental Monitoring .....	9
4.2 Grant of Restrictive Covenant.....	9
4.2.1 Zoning Control.....	9
5.0 PROPOSED MONITORING NETWORK.....	11
5.1 Groundwater Monitoring Well installation .....	11
5.2 Soil Vapour Monitoring Well instalation .....	11
5.3 Additional Soil sampling During Well Installations .....	12
6.0 PROPOSED MONITORING PLAN.....	13
6.1 GROUNDWATER MONITORING PLAN .....	13
6.2 SOIL VAPOUR SAMPLING PLAN.....	13
7.0 MONITORING REPORT .....	14
8.0 REFERENCES .....	15
9.0 CLOSURE .....	16

## FIGURES

Figure 1 Proposed Groundwater and Soil Vapour Monitoring Well Locations

**ATTACHMENT**

Grant of Restrictive Covenant

## 1.0 EXECUTIVE SUMMARY

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In 2017 EAG-Canada ULC (EAG) completed remediation activities at the former Shell Agency Facility (Shell Location NO. P00443) located in the northeast portion of Lynn Lake, Manitoba (the Site/the Property). This Site is part of a portfolio of properties acquired by UCANCO General Partners, Inc. (UCANCO) from Shell Canada Products (Shell) in a transaction that occurred on February 28, 2014. EAG serves UCANCO in oversight of environmental activities for their properties.

The remediation was carried out in accordance with an approved Remedial Action Plan (RAP) which sought to remediate the previously identified petroleum hydrocarbon (PHC) impacts exceeding the site-specific soil quality guidelines according to the Canadian Council of Ministers of the Environment (CCME) *Canadian Environmental Quality Guidelines* (CEQG) (2007) and *Canada-Wide Standard for PHC in Soil* (CWS) (2008).

PHC impacts had been identified beneath the Site to depths of the bedrock at approximately 1.5 m below ground surface (mbgs). The remedial approach utilized at the Site included the excavation of 1,800 metric tonnes (MT) of surface soil across the Site which was placed into a poly-lined single-use land treatment facility (LTF). After a year of treatment of the soil by aeration in the LTF, the impacted soil was blended with 30 MT of Portland cement in order to bind up and immobilize the PHC constituents in a process referred to as stabilization / solidification. After blending, the soil/cement blend was replaced in the areas of excavation. The methodology and soil analytical results from remediation activities are presented in a report submitted by EAG to Manitoba Conservation in January 2018.

The remediation activities removed the previously existing network of monitoring wells. Thus, there is a need to install monitoring wells for post-remediation groundwater monitoring as well as a need to install soil vapour wells to identify whether soil vapour concerns remain at the Site. A description of these activities are presented in this Risk Management Plan (RMP).

## 2.0 SITE INFORMATION

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### 2.1 BACKGROUND

#### 2.1.1 Site History

According to available historic documents, the former Site facilities included two 9,080 L steel underground storage tanks (USTs), 13 aboveground storage tanks (ASTs), one fuel oil AST, transfer pumps, loading rack, railcar uploaders, the associated aboveground piping, two warehouse buildings, and an office building. All onsite infrastructure had been removed from the Site by October 1999, when the two USTs were removed. A Site plan showing historical infrastructure is presented on **Figure 1**.

#### 2.1.2 Site Setting

The Property consists of approximately 0.2 ha of land occupied by a decommissioned Shell bulk fuel storage and distribution facility. The Site is currently vacant.

The surrounding property is as follows:

- North: Vacant (cleared);
- South: Provincial Road 399, followed by vacant (wild) property;
- East: Canadian National Railway rail lines, followed by vacant (wild);
- West: Gravel access road, followed by vacant (wild) property.

The nearest residential property is more than 300 meters (m) from the Site.

The Site and its relation to neighbouring properties can be seen on **Figures 1**.

#### 2.1.3 Previous Environmental Activities

Environmental investigations have been conducted at the Site and indicated the presence of PHC in soils at concentrations exceeding the Canadian Council of Ministers of the Environment (CCME) *Canadian Environmental Quality Guidelines* (CEQG, 2007) and *Canada-Wide Standard for Petroleum Hydrocarbons in Soil* (CWS, 2008) with the soil ingestion, dermal contact, vapour inhalation (slab-on-grade), ecological soil contact, and management limits pathways for coarse-grained soil in a commercial land use setting. The PHC

concentrations above the CEQG and CWS guidelines were found primarily in the northern half of the Site at depths ranging from 0.25 m to 1.5 mbgs.

## 2.2 *GEOLOGICAL SETTING*

### 2.2.1 *Regional Geology and Hydrogeology*

The regional geology around Lynn Lake comprises rich till up to 15 m thick, overlying Precambrian bedrock. This till unit is poorly sorted with intermixed clay, silt, and boulder layers, and varies from 0 m to 15 m thick, depending on the topography of the underlying bedrock, though it tends to be less than 1 m thick in the Lynn Lake area. The bedrock formation underlying the general area of the former Shell facility consists of mafic volcanic rock, with granite to the north and ultramafic intrusive rock to the south. There is the potential for limited isolated water bearing zones in the overburden, some of which can be developed through shallow wells. The underlying bedrock displays some fracturing and folding associated with the intrusive metamorphic features in the area, which allows for groundwater development at various intervals.

## 2.3 *SITE STRATIGRAPHY*

At the Site, the surficial geology is a mixture of clay, sand, and gravel. Much of this material is backfill brought in during the construction of the facility, with the origin of the backfill thought to be largely composed of mine tailings. Bedrock outcrops are common in the immediate area of the Site, and bedrock was encountered within the upper 1.5 mbgs during the course of excavation.

### 3.0 SELECTION OF REMEDIAL GUIDELINES

#### 3.1 ENVIRONMENTAL REGULATORY SETTING

The results of previous environmental investigations at the Site were evaluated in the contexts of the Tier 2 management option. Tier 2 standards allow for consideration of site-specific conditions by removing exposure pathways that may not be applicable to the property. The CCME *Canadian Environmental Quality Guidelines (CEQG, 2007)* as well as the *Canada-Wide Standard for Petroleum Hydrocarbons in Soil (CWS, 2008)* were used to derive the soil quality guidelines. The CEQG presents factsheets for the soil quality guidelines for benzene, toluene, ethylbenzene, and xylenes (BTEX), while the CWS presents soil quality guidelines for PHC fraction F1 – F4. Groundwater quality guidelines were obtained from *Alberta Tier 1 Soil and Groundwater Remediation Guidelines* (May 2014).

Based on CCME guidance, seven exposure pathways are used in the derivation process of the Tier 2 environmental quality guidelines in commercial land use sites. These pathways were evaluated for the current conditions onsite as follows: (1) direct contact (ingestion and dermal contact), (2) vapour inhalation, (3) protection of potable water, (4) groundwater for aquatic life (5) ecological soil contact, (6) offsite migration and (7) management limits. A summary of each of these pathways is presented in the table below.

#### 3.2 PATHWAY APPLICABILITY

The following provides the list of pathways of exposure and their applicability to site conditions.

Pathway	Description
Soil Ingestion and Dermal Contact	<b>Applicable:</b> While the direct contact pathway can be managed through physical barriers or depth to contamination, it is normally employed when obtaining regulatory closure on a Site to account for future changes in land use.

Pathway	Description
Vapour Inhalation Potential	<p><b>Applicable:</b> Given the potential for vapour migration through a building slab (i.e., in the event of future Site redevelopment) and into the subsurface of adjacent offsite property, the indoor vapour inhalation pathway is applicable. EAG's objective is for the Site to be suitable for future commercial slab-on-grade construction.</p> <p>As land use restrictions have been attached to the Property requiring slab-on-grade construction for all future structures, the vapour inhalation exposure pathway for subsurface structures (i.e., basements) can be eliminated as a potential exposure pathway.</p>
Protection of Groundwater (Potable)	<p><b>Not Applicable:</b> Shallow groundwater at the site is not used, nor is it likely to be used as a potable water supply source. Residents of Lynn Lake obtain potable water via a piped distribution system sourced from West Lynn Lake, a surficial water source located more than 1 km west of the Site.</p> <p>A search of the Manitoba Water Stewardship database by EAG did not identify any domestic use water wells within 500 m of the Site.</p> <p>Based on the fact that potable water is supplied through a municipal distribution system and the absence of private water wells in the vicinity of the Site the groundwater ingestion pathway is considered <b>not applicable</b>.</p>
Protection of Groundwater (Freshwater Aquatic Life)	<p><b>Not Applicable:</b> The freshwater aquatic life pathway is considered to be applicable if a surface water body is located within 500 m of the site. The closest surface water body to the Site is Eric Lake, located approximately 600 m northwest of the Site. As such, the freshwater</p>

Pathway	Description
	aquatic life pathway is considered <b>not applicable</b> .
Ecological Soil Contact	<p><b>Applicable:</b> While productive use of the soil is not anticipated due to the commercial zonation of the Site and because of the deed restrictions attached to the Property, the potential exists for sub-grade plant roots and soil invertebrates to be present.</p> <p>The CWS states that the ecological contact pathway may be eliminated at depths below 3.0 m.</p>
Offsite Migration	<p><b>Applicable:</b> The offsite migration pathway cannot normally be excluded or adjusted at Tier 2.</p>
Management Limit	<p><b>Applicable:</b> The management limits are applied to all soils and cannot normally be excluded or adjusted at Tier 2.</p>

### 3.3 LAND USE ASSESSMENT

The Site is within a commercial land use area. The surrounding properties are classified as commercial.

### 3.4 DETERMINATION OF GRAIN SIZE

Previous environmental investigations, and consistent with observations in the field have determined that the soil type governing the fate and transport of PHC constituents is coarse-grained for both surface and subsurface soil. However, field observations during excavation identified bedrock at variable shallow depths of 1.5 mbgs plus or minus.

## 4.0 PROPOSED RISK MANAGEMENT PLAN

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Due to the presence of residual PHC impacts above criteria beneath the Site, the following RMP is proposed. The RMP includes monitoring into the near future as well as restrictive covenants.

### 4.1 ENVIRONMENTAL MONITORING

The original intent of the remedial plan was to facilitate biodegradation in the LTF using aeration and blending of fertilizer with the soil. After a year using the LTF, it was determined that the short season was not conducive to complete degradation of the PHC mass. Therefore, immobilization of the PHC impacts through stabilization/solidification was tested then implemented for the soil in the LTF. While the PHC impacts are believed to be immobilized from migration from the Site, they still remain in soil at concentrations about the Tier 2 soil quality guidelines. As a result, groundwater monitoring is proposed as a risk management measure. Additionally, soil vapour sampling is planned to identify whether potential vapour concern remain in the event of future slab-on-grade construction.

### 4.2 GRANT OF RESTRICTIVE COVENANT

In 2014, a Grant of Restrictive Covenant was written into the deed of the Site between UCANCO General Partners Inc. and Shell. The requirements of this restrictive covenant are summarized below. A copy of this Grant of Restrictive Covenant is included as the **Attachment** to this document.

#### 4.2.1 Zoning Control

As stated in the *Administrative Control Standard*, one form of Zoning Control is to restrict development. The Restrictive Covenant in place for the Property in Lynn Lake includes the following restrictions on development (i.e., Zoning Controls):

- Future land use of the Site will be restricted to either commercial or industrial usage;
- The Site will not be used for any residential uses nor any commercial uses which include at-grade or below-grade living accommodation, day cares, or religious assemblies;

- No subsurface structures including subsurface parking or basement structures; however, subsurface footings and underground utility conduits are permitted.

Installation of potable or non-potable water wells is prohibited.

## **5.0 PROPOSED MONITORING NETWORK**

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### *5.1 GROUNDWATER MONITORING WELL INSTALLATION*

The majority of the topsoil at the Site was collected into the LTF, blended with Portland cement, and redistributed across the Site. Therefore, it is proposed to install eight groundwater monitoring wells with six distributed along the property boundary and two within the interior of the property, as presented on **Figure 1 – Proposed Groundwater and Soil Vapour Monitoring Well Locations**. This distribution should provide an accurate representation of groundwater conditions beneath the Site.

Groundwater monitoring wells will be installed to depths of approximately 1 m to 1.5 m below the water table or to refusal due to bedrock conditions. From previous data, it is anticipated that the water table will be found at approximately 1.5 mbgs. A hollow stem auger will be used to advance the borehole, and the well will be constructed within the hollow stem of the auger. Sand will be placed within the annulus around the well screen until it is approximately 20 cm above the top of the screen. Above this, bentonite chips will be placed in the annulus in 30 cm lifts, while being hydrated between lifts. The top 10 – 20 cm will be topped off with topsoil. The groundwater monitoring well will be covered with a flush mount vault. The initial groundwater monitoring event will take place within 48 hours of the wells installation.

### *5.2 SOIL VAPOUR MONITORING WELL INSTALATION*

Various historical soil samples and soil samples collected at the extents of the excavation exceeded the Tier 2 soil quality guidelines for the vapour inhalation pathway. Additionally, there were four soil vapour monitoring wells sampled in 2012 by Tetra Tech that exceeded their site-specific soil vapour guidelines. Therefore, four soil vapour monitoring wells will be installed at locations indicated on **Figure 1 – Proposed Groundwater and Soil Vapour Monitoring Well Locations**.

It is anticipated that the soil vapour monitoring wells will be installed to depths of 1.5 mbgs with the lower 0.5 m being screened. The construction methods will be the same as with groundwater monitoring wells, described above. The soil vapour well will be covered with a flush mount vault. The initial soil vapour monitoring event will take place within 48 hours of the wells installation.

### 5.3 *ADDITIONAL SOIL SAMPLING DURING WELL INSTALLATIONS*

Additional soil samples will be collected under the footprint of the former LTF in order to confirm that residual PHC impacts are acceptable for future Site use. At other groundwater monitoring and soil vapour well locations, soil will be screened using a photo-ionization device (PID) or equivalent.

## **6.0 PROPOSED MONITORING PLAN**

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### **6.1 GROUNDWATER MONITORING PLAN**

EAG proposes to collect groundwater samples within 48 hours of installing the new groundwater monitoring wells. Groundwater will be sampled using bailing or low-flow sampling procedures that will allow for the monitoring of field parameters, including pH, specific conductivity, temperature, dissolved oxygen, turbidity, and oxygen reduction potential. If taken, these field measured parameters will be presented in forthcoming groundwater monitoring reports. When using low-flow methods, groundwater samples will be collected once parameters stabilize. Groundwater samples will be analysed for BTEX and PHC Fractions F1 and F2.

Groundwater monitoring wells will be sampled a minimum of two times to assure that PHC impacts have not reached dissolved phase and become mobile in the shallow water bearing unit. After two consecutive years of groundwater sampling, the need for further sampling will be evaluated.

### **6.2 SOIL VAPOUR SAMPLING PLAN**

Soil vapour samples will be collected after 48 hours has passed from the installation of the new soil vapour monitoring wells. Using a pump calibrated to 0.1 L/min, three well volumes will be purged prior to soil vapour collection. Soil vapour will be collected into thermal desorption (TD) tubes, once again at a rate of 0.1 L/min. Soil vapour samples will be analysed for BTEX and PHC F1 and F2 with fractionation. The need for further soil vapour sampling will be evaluated after the initial sampling event.

## **7.0 MONITORING REPORT**

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A monitoring report will be prepared after each monitoring event. For the 2018 monitoring report, the report will include sampling of soil vapour. Comparisons will be made to current regulatory standards in the case of groundwater, and site-specific standards developed for soil vapour in the case of the analytical results from soil vapour. In addition to presentation of data, an evaluation of the monitoring network will be provided as well as recommendations regarding the need for additional soil vapour sampling.

## 8.0 REFERENCES

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- Alberta Environment. December 2014. *Alberta Tier 1 Soil and Groundwater Remediation Guidelines*.
- Canadian Council of Ministers of the Environment. September 2007. *Canadian Environmental Quality Guidelines*.
- Canadian Council of Ministers of the Environment. January 2008. *Canada-Wide Standard for Petroleum Hydrocarbons (PHC) in Soil*.

## 9.0 CLOSURE

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Should you have any questions or concerns, please contact the undersigned.



Julia Shubel, BSc

Environmental Scientist

EnviroAnalytics Group - Canada ULC



Mark R Underwood

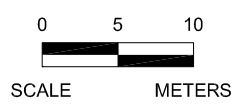
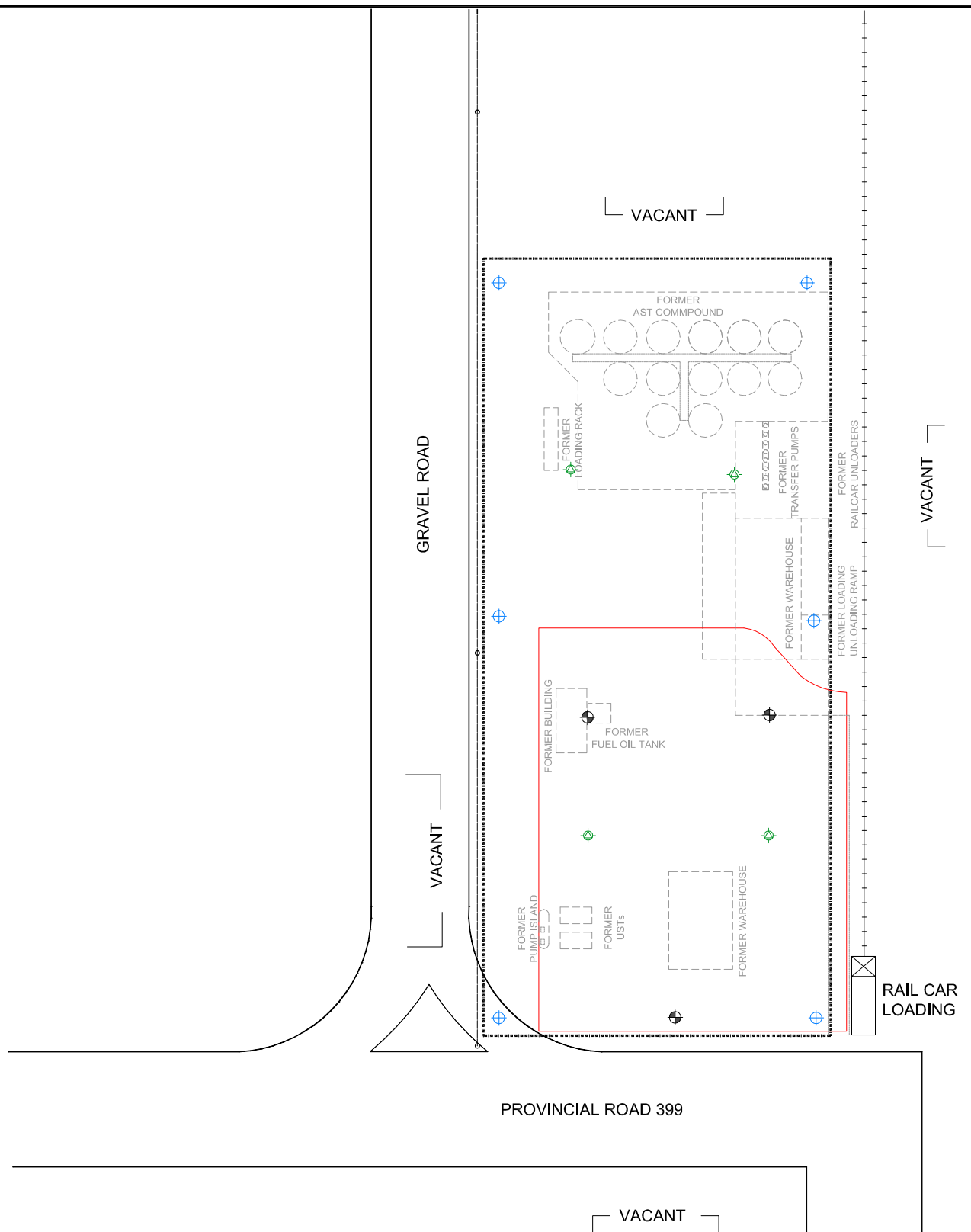
PhD Hydrogeologist

EnviroAnalytics Group



# FIGURES





LEGEND		
	PROPOSED BOREHOLE LOCATION	
	PROPOSED GROUNDWATER WELL	
	PROPOSED VAPOUR WELL	

**EAG Canada**

FIGURE 1  
PROPOSED GROUNDWATER AND SOIL VAPOUR  
AND MONITORING WELLS  
Lynn Lake, MB - P00443

DESIGN: LU	DRAWN: lmc	CHKD.: LU
DATE: 07/12/18	SCALE: AS SHOWN	REV.:
W.O.NO.: EAG 2018\CANADA\LYNN LAKE\FIG 1 PROP GW & SV MON WELLS		



# ATTACHMENT



**GRANT OF RESTRICTIVE COVENANT**

**THIS INDENTURE** made as of the 28th day of February, 2014

**BETWEEN:**

**UCANCO GENERAL PARTNERS INC.**  
203, 200 Barclay Parade SW  
Calgary, Alberta T2P 4R5

(hereinafter called the "**Grantor**")

**OF THE FIRST PART**

- and -

**SHELL CANADA LIMITED**  
400 - 4<sup>th</sup> Avenue S.W.  
P.O. Box 100, Station "M"  
Calgary, Alberta T2P 2H5

(hereinafter called the "**Grantee**")

**OF THE SECOND PART**

**WITNESSES THAT WHEREAS:**

- A. The Grantor holds legal ownership or has applied to become the registered owner of the lands and premises described as:

LOT 2 PLAN 34327 PLTO  
IN 91-23 WPM  
SUBJECT TO THE RESERVATIONS CONTAINED IN THE CROWN LANDS ACT

(herein called the "**Servient Lands**");

- B. The Grantee holds legal ownership or is entitled to be registered as the owner of the lands and premises described as:

FIRSTLY: PARCELS A, D AND E, PLAN 22257 WLTO  
IN RL 5 AND 6, PARISH OF ST JOHN  
SECONDLY: ALL THAT PORTION OF LOT 5 PARISH OF ST JOHN SHOWN AS  
PUBLIC LANE PLAN 212 WLTO (NOW CLOSED) AND SHOWN COLOURED GREEN  
ON PLAN 11026 WLTO

LOTS 1 AND 2 PLAN 14618 WLTO  
IN RL 76 AND 120 PARISH OF ST. BONIFACE

LOT 2 PLAN 34927 WLTO  
EXC PLAN 36548 WLTO  
IN LOT F ROMAN CATHOLIC MISSION PROPERTY

(herein collectively, called the "**Dominant Lands**");

- C. It was a condition of the purchase and sale agreement whereby the Grantor's affiliate agreed to purchase the Servient Lands from the Grantee's affiliate, that the Grantor would enter into this instrument;

**NOW THEREFORE**, in consideration of the premises and the sum of one dollar (\$1.00) and other good and valuable consideration paid by the Grantee to the Grantor, the receipt whereof is acknowledged by the Grantor, the Grantor covenants and agrees with the Grantee for the benefit of the Dominant Lands that:

1. During the period commencing February 28, 2014 and ending February 27, 2024 there shall not be stored in bulk, or distributed or manufactured on or from the Servient Lands or any part thereof the following: gasoline, lubricants, diesel, oils, greases, antifreezes or other petroleum products for motor vehicles nor any other fuel or substance that may be developed in future for servicing or powering vehicles (collectively, "**Petroleum Products**"); provided that nothing herein contained shall prevent the Grantor or any tenant of the Servient Lands from storing, using, marketing and selling reasonable quantities of lubricants, greases and other lubricating petroleum products necessary for servicing automobiles and heavy duty equipment for industrial and trucking uses and from keeping or storing above-ground non-bulk Petroleum Products for its own private use.
2. The waiver by the Grantee of any breach of these covenants shall not constitute a continuing waiver of these covenants or affect any subsequent breach thereof.
3. The burden of these covenants will run with and bind the Servient Lands and the benefit of these covenants will be annexed to and run with the Dominant Lands.
4. These covenants shall enure to the benefit of the Grantee and the successors and assigns of the Grantee and shall be binding upon the Grantor and the successors of the Grantor and all future assigns of the Servient Lands or any part thereof or of any interest therein. Further the Grantor shall not transfer, sell or otherwise dispose of the Servient Lands until such time as it has obtained a covenant on the part of the transferee to observe and perform the foregoing covenants and provided a copy of the same to the Grantee.
5. Where the Grantee is comprised of more than one person, then any one of the persons comprising the Grantee will be entitled to enforce and receive the benefit of the covenants and obligations on the part of the Grantor hereunder. The rights and interests of the Grantee under this instrument may be held by the Grantee on its own behalf and from time to time on behalf of an entity or entities (which may include a partnership) affiliated or associated with the Grantee, or both on the Grantee's behalf in part and on behalf of such affiliated or associated entity or entities. The Grantor agrees that the rights and interests of the Grantee under this instrument will enure to the benefit of and will be enforceable by the Grantee and such affiliated or associated entity or entities. Upon the request from time to time of the Grantee, and, where the Grantee is comprised of more than one person, upon the request from time to time of any one of the persons comprising the Grantee, the Grantor will execute and deliver all such further documents and instruments and give all such further assurances (in registrable form if so requested and under seal as a deed if so requested) as may be necessary or desirable to give effect to this instrument and to confer the benefits of this instrument to the Grantee and all such persons comprising the Grantee and all such affiliated or associated entity or entities.

6. The invalidity of any particular provision of this instrument shall not affect any other provision hereof and this instrument shall be construed as if such invalid provision were omitted.
7. This Agreement may be executed by the parties in separate counterparts and each separate executed counterpart shall, for all purposes be deemed an original, all of which when taken together, will constitute one and the same instrument. This Agreement may be executed by the parties and transmitted by facsimile or by Portable Document Format (PDF) sent by e-mail and if so executed and transmitted, this Agreement will be for all purposes effective as if the parties had delivered an executed original Agreement.

**IN WITNESS WHEREOF** the parties have executed this Grant of Restrictive Covenant as of the date first above written.

**SHELL CANADA LIMITED**



---

John Courtright  
Assistant Secretary

**UCANCO GENERAL PARTNERS INC.**

---

Name:  
Title:

---

Name:  
Title:


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**SHELL CANADA LIMITED**

\_\_\_\_\_  
John Courtright  
Assistant Secretary

**UCANCO GENERAL PARTNERS INC.**

  
\_\_\_\_\_  
Name: Thomas E. Roberts  
Title: President & Treasurer

  
\_\_\_\_\_  
Name: Michael J. Roberts  
Title: Vice President & Secretary

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(herein collectively, called the "**Dominant Lands**");

- C. It was a condition of the purchase and sale agreement whereby the Grantor's affiliate agreed to purchase the Servient Lands from the Grantee's affiliate, that the Grantor would enter into this instrument;

**NOW THEREFORE**, in consideration of the premises and the sum of one dollar (\$1.00) and other good and valuable consideration paid by the Grantee to the Grantor, the receipt whereof is acknowledged by the Grantor, the Grantor covenants and agrees with the Grantee for the benefit of the Dominant Lands that:

1. Until the Grantor provides to the Grantee an environmental assessment, prepared by an independent third party, confirming that the Servient Lands then meet the existing residential environmental standards or guidelines required for residential use as accepted by the applicable government authority (the "**Accepted Residential Remediation Standard**") the Grantor shall not:
  - (a) use nor permit the Servient Lands to be used for any residential uses, nor any commercial uses which as an adjunct of the commercial use includes any at-grade or below-grade living accommodation nor any day cares or religious assemblies or any other uses (which other uses shall be determined by the applicable governmental authority) that require the Servient Lands to be remediated to the Accepted Residential Remediation Standard; and
  - (b) construct or install in or on the Servient Lands, or any part thereof, any potable or non-potable water wells.
2. The waiver by the Grantee of any breach of these covenants shall not constitute a continuing waiver of these covenants or affect any subsequent breach thereof.
3. The burden of these covenants will run with and bind the Servient Lands and the benefit of these covenants will be annexed to and run with the Dominant Lands.
4. These covenants shall enure to the benefit of the Grantee and the successors and assigns of the Grantee and shall be binding upon the Grantor and the successors of the Grantor and all future assigns of the Servient Lands or any part thereof or of any interest therein. Further the Grantor shall not transfer, sell or otherwise dispose of the Servient Lands until such time as it has obtained a covenant on the part of the transferee to observe and perform the foregoing covenants and provided a copy of the same to the Grantee.
5. Where the Grantee is comprised of more than one person, then any one of the persons comprising the Grantee will be entitled to enforce and receive the benefit of the covenants and obligations on the part of the Grantor hereunder. The rights and interests of the Grantee under this instrument may be held by the Grantee on its own behalf and from time to time on behalf of an entity or entities (which may include a partnership) affiliated or associated with the Grantee, or both on the Grantee's behalf in part and on behalf of such affiliated or associated entity or entities. The Grantor agrees that the rights and interests of the Grantee under this instrument will enure to the benefit of and will be enforceable by the Grantee and such affiliated or associated entity or entities. Upon the request from time to time of the Grantee, and, where the Grantee is comprised of more than one person, upon the request from time to time of any one of the persons comprising the Grantee, the Grantor will execute and deliver all such further documents and instruments and give all such further assurances (in registrable form if so requested and under seal as a deed if so requested) as may be necessary or desirable to give effect to this instrument and to confer the benefits of this instrument to the Grantee and all such persons comprising the Grantee and all such affiliated or associated entity or entities.

6. The invalidity of any particular provision of this instrument shall not affect any other provision hereof and this instrument shall be construed as if such invalid provision were omitted.
7. This Agreement may be executed by the parties in separate counterparts and each separate executed counterpart shall, for all purposes be deemed an original, all of which when taken together, will constitute one and the same instrument. This Agreement may be executed by the parties and transmitted by facsimile or by Portable Document Format (PDF) sent by e-mail and if so executed and transmitted, this Agreement will be for all purposes effective as if the parties had delivered an executed original Agreement.

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John Courtright  
Assistant Secretary

**UCANCO GENERAL PARTNERS INC.**

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Name:  
Title:

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Name:  
Title:

6. The invalidity of any particular provision of this instrument shall not affect any other provision hereof and this instrument shall be construed as if such invalid provision were omitted.
7. This Agreement may be executed by the parties in separate counterparts and each separate executed counterpart shall, for all purposes be deemed an original, all of which when taken together, will constitute one and the same instrument. This Agreement may be executed by the parties and transmitted by facsimile or by Portable Document Format (PDF) sent by e-mail and if so executed and transmitted, this Agreement will be for all purposes effective as if the parties had delivered an executed original Agreement.

**IN WITNESS WHEREOF** the parties have executed this Grant of Restrictive Covenant as of the date first above written.

**SHELL CANADA LIMITED**

\_\_\_\_\_  
John Courtright  
Assistant Secretary

**UCANCO GENERAL PARTNERS INC.**

  
\_\_\_\_\_  
Name: **Thomas E. Roberts**  
Title: **President & Treasurer**

  
\_\_\_\_\_  
Name:  
Title: **Michael J. Roberts**  
**Vice President & Secretary**