



Appendix A

Land Agreement



June 18, 2008

Town of Neepawa
Box 339
Neepawa, Manitoba
R0J 1H0

Dear Sirs/Madams:

RE: New Industrial Waste Water Plant Application

We enclose for the council's review at their Tuesday, June 17, 2008 meeting:

1. Offer to Purchase by Town of Neepawa to Springhill Farms Inc.; and
2. Lease between Springhill Farms Inc. and Town of Neepawa.

These documents will accompany the environmental application for the new Industrial Waste Water Plant (the "Plant") to be delivered to the provincial government. In that application, the location of the plant must be specifically identified. Accordingly, the enclosed Offer describes the land (approximately 5.61 acres) where the Plant will be located and the process of subdivision of this parcel has been initiated. As construction of the Plant may begin prior to completion of the subdivision, the enclosed Lease provides for the Town's access of the land in advance of the actual transfer of title.

We trust that these documents will meet with the council's approval.

Yours very truly,

A handwritten signature in blue ink, appearing to read "Denis Vielfaure", is written over the closing text.

Denis Vielfaure
Executive V.P.

THIS AGREEMENT made in duplicate this 18th day of June A.D., 2008 between the:

SPRINGHILL FARMS INC.
(Hereinafter called the "Lessor"),

-and-

TOWN OF NEEPAWA
(Hereinafter called the "Lessee").

WITNESSETH THAT for and in consideration of the yearly rent, covenants hereinafter reserved and contained, the said Lessor, does, demise, lease, unto the said Lessee, executors, administrators, and assigns, all that certain parcel or tract of Land situated, lying and being:

"Nly 156.35 metres perp pf Sly 512.35 metres perp of all that portion of SW ¼ 35-14-15 WPM lying to the east of line drawn West of, parallel with, and perp distant 155 metres from the most Ely of the Western limits of Lot 1, Plan 23208 BLTO exc. Plan 23208 NLTO" (area = 5.61ac = 2.270 ha)

To have and to hold the same unto the said Lessee, its executors, administrators, and assigns, for the term of one year to be computed from the Eleventh day of June 2008 and ending on the tenth day of June 2009, yielding and paying therefore during the said term unto the said Lessor the clear annual rent or sum of One Dollar (\$1.00) in full payment on the Eleventh day of June, 2008.

And that said Lessee will during the term employ the demised land as a construction and operational site for an Industrial Waste Water Treatment Facility.

This Lease will renew under the same terms and conditions, until such time as Title of the leased land is transferred into the name of the Lessee, as per the signed offer to purchase for this parcel.

And also shall not nor will at any time during the said term, assign, transfer, or sub-let the said premises hereby demised without the license and consent of the Lessor, its successors, heirs, and assigns in writing for that purpose first hand and obtained;

And for the purposes of this lease all notice required to be sent hereunder shall be mailed to the Lessor at:

**Springhill Farms Inc.
Box 10 000
Neepawa, Manitoba
R0J 1H0**

And to the Lessee at:

**Town of Neepawa
Box 339
Neepawa, Manitoba
R0J 1H0**

And notwithstanding anything herein to the contrary, it is understood that the rent payable hereunder is based upon the demised lands consisting of 5.61 acres and that the rent per said parcel is \$1.00.

And the Lessee covenants and agrees to pay the Lessor a penalty of 2% per month on any unpaid rent herein after the said rent has become due and payable. Notwithstanding this provision, the parties hereby acknowledge that the Lessor may do all things and take all other action at its discretion as provided for in this lease upon failure of the Lessee to pay any rent within the time set out herein.

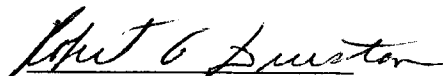
And the Lessor does hereby for its successors, heirs and assigns, covenant, promise and agree to and with the said Lessee, its executors, administrators and assigns, that it and they paying the said rent, and performing the covenants herein contained on their parts and shall and may peaceably and quietly hold and enjoy the said premises during the said term, without any molestation, hindrance or disturbance of, from or by the said Lessor, its successors, heirs, and assigns, or any other person claiming under it or them.

Notwithstanding the expiry date of the lease being June 10th, 2009, this Lease will renew under the same terms and conditions, until such time as Title of the leased land is transferred into the name of the Lessee, as per the signed offer to purchase for this parcel.

The Lessor may at any time during the term of this lease, upon permission of the Lessee, enter upon the premises for the purposes of placing, constructing, or erecting constructions, cables, pipes, or any other materials across, through, over, or under the lands.

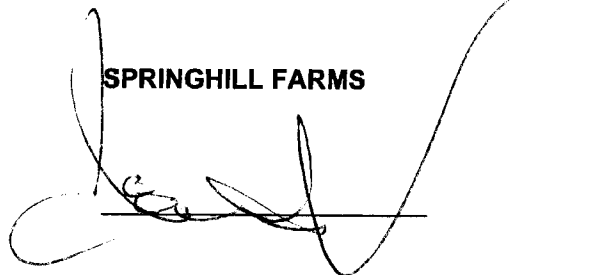
In Witness Whereof the Town of Neepawa has hereunto set its seal duly attested by its proper officers on that behalf.

TOWN OF NEEPAWA


Mayor


Chief Administrative Officer

SPRINGHILL FARMS



Chief Administrative Officer
Allison Bardsley, CMMA



275 Hamilton Street
P.O. Box 339
Neepawa, MB, R0J 1H0
Telephone (204) 476-7600
Fax (204) 476-7624

Neepawa & Area Homecoming 125

Resolution #: 27239

MOTION PAD

Date: June 13, 2008

Moved by: Wendy Marszies

Seconded by: N. Holber

BE IT RESOLVED that the Council of the Town of Neepawa authorize the CAO and Mayor to sign the Offer to Purchase, to Springhill Farms, for land intended for the new Industrial Waste Water Treatment Facility for a purchase price of \$1.00.

CARRIED

Bob L... ..

Chief Administrative Officer
Allison Bardsley, CMMA



275 Hamilton Street
P.O. Box 339
Neepawa, MB, R0J 1H0
Telephone (204) 476-7600
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Neepawa & Area Homecoming 125

Resolution #: 27240

MOTION PAD

Date: June 13, 2008

Moved by: Wendy Mazzes

Seconded by: W. Hollier

BE IT RESOLVED that the Council of the Town of Neepawa authorize the CAO and Mayor to sign a renewable lease agreement, with Springhill Farms, for the land intended for the New Industrial Waste Water Treatment Facility, in the interim until Title Transfer is complete, for \$1.00, as per attached.

CARRIED

Robert