



Stantec Consulting Ltd.
200-835 Paramount Drive, Stoney Creek ON L8J 0B4

March 1, 2018
File: 122120255

Attention: To Whom It May Concern

City of Mississauga
300 City Centre Drive
Mississauga, ON
L5B 3C1

To Whom It May Concern,

**Reference: Reliance – Environmental Reports
70 Mississauga Road South, Mississauga, Ontario (the “Property”)**

We acknowledge your request to rely on the reports listed below (the “Reports”) prepared by Stantec Consulting Ltd. (“Stantec”) for Port Credit West Village Partners Inc. (the “Client”).

- *Phase One Environmental Site Assessment, 70 Mississauga Road South and 181 Lakeshore Road West, Port Credit, Ontario, dated August 18, 2017.*
- *Summary of Phase Two Environmental Site Assessment and Conceptual Site Model, 70 Mississauga Road South, Mississauga, Ontario, dated March 1, 2018.*
- *Remedial Action Plan, 70 Mississauga Road South, Mississauga, Ontario, dated March 1, 2018.*

The Reports may be relied upon by the City of Mississauga (the “Recipient”), subject to the limitations contained in the Reports and the following terms and conditions:

1. The Client has been contacted and has expressly consented to the release of the Reports to the Recipient.
2. The conclusions made in the Reports are not a certification of the Property's condition.
3. No warranty, expressed or implied, of any kind is made.
4. The Reports may be relied upon by the Recipient only to the extent that the original Client was entitled to rely on the Reports.
5. Notwithstanding anything to the contrary that may be contained in this Reliance Letter, it is expressly agreed that the total amount of any and all claims the Client and Recipient may have against Stantec under this Reliance Letter or arising out of the Reports under any



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theory of law, including but not limited to claims for negligence and/or negligent misrepresentation, shall be strictly limited to \$1 million in the aggregate for the Client and Recipient. The Recipient further agrees to indemnify, defend and hold harmless Stantec from and against any and all third party claims arising from this Reliance Letter or any use of or reliance on the Reports by the Recipient.

6. To the fullest extent permitted by law, it is agreed that Stantec shall bear no liability whatsoever for any incidental, indirect or consequential damages arising out of the Reports or this Reliance Letter, including but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of opportunity or any other consequential damages, howsoever caused.
7. It is agreed that any claim brought against Stantec by the Recipient must be brought no later than one year after the date of this Reliance Letter or the expiration of the applicable statutory limitation period, whichever is earlier.
8. The Reports may not be relied upon by any other party for any reason and the Recipient will not offer to extend any reliance to any other party.
9. The information contained in the Reports is based on the conditions at the Property on the date of our site assessment. Subsequent intervening activities at the Property may have altered the Property's condition. Stantec has made no attempt to update the opinions in the Reports and Stantec offers no opinion and assumes no responsibility whatsoever for the condition of the Property subsequent to the time of Stantec's site assessment.
10. The Reports relate solely to the specific project for which Stantec was retained and the stated purpose for which the Reports were prepared and shall not be used or relied upon by the Recipient for any variation or extension of this project, any other project or any other purpose. Any unauthorized use or reliance shall be at the Recipient's own risk and the Recipient expressly agree to indemnify and hold Stantec harmless from any claim, liability, or cost, including legal fees and defense costs, arising or allegedly arising out of any unauthorized use of or reliance on the Reports by the Recipient or any person that obtains the Reports from or through the Recipient.
11. All information received from the Client and third parties in the preparation of the Reports has been assumed to be correct and Stantec assumes no responsibility for the accuracy, completeness, or workmanship of any such information.



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If you require additional information, please do not hesitate to contact the undersigned.

Regards,

STANTEC CONSULTING LTD.

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chris.cushing@stantec.com

c. Port Credit West Village Partners Inc.

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