

SERVICING AGREEMENT

THIS AGREEMENT made effective on the ___ day of _____, 2024.

BETWEEN:

THE RESORT VILLAGE OF CANDLE LAKE
(the "Municipality")

AND:

WHITFORD CONSTRUCTION LTD
(the "Developer")

WHEREAS:

- A. The Developer is the registered owner or is entitled to be the registered Owner of the lands (the "Land") described in Schedule "A".
- B. The Developer proposes to subdivide the Land in accordance with the Plan of Proposed Subdivision (attached hereto as Schedule "B").
- C. The Developer has applied to the Province of Saskatchewan for approval of the Plan of Proposed Subdivision; and
- D. The Municipality considers it in the public interest that the Land be subdivided in accordance with the Plan of Proposed Subdivision subject to the Developer entering into an agreement with the Municipality under Section 172 of the Act concerning the supply, installation or construction of certain public services, and the levy of certain fees relating to present or future costs arising from the anticipated provision of services to the Land, as subdivided.

NOW THEREFORE in consideration of the approval given to the Developer by the Municipality, and in further consideration of the mutual promises made in this Agreement, the Parties covenant and agree as follows:

INTERPRETATION

1.1 Definitions

Where used in this Agreement and Schedules, the following terms have the following meanings:

- (a) "**Act**" means *The Planning and Development Act, 2007 S.S. P.-13.2, 2007*, as amended and any successor legislation thereto;
- (b) "**Agreement**" means this servicing agreement, including the attached Schedules, together with any amendments made from time to time, and the expressions "herein", "hereto", "hereof", "hereby", "hereunder", and similar expressions referred to in this agreement shall refer to this agreement and all Schedules hereto and not to any particular article, section, subsection or other subdivisions hereof;
- (c) "**Approved Plans and Specifications**" means the plans and specifications of Work submitted by the Developer to the Municipality and approved by all appropriate federal, provincial, and municipal authorities, including any approved amendments thereto;

- (d) **"As Built Drawings"** means final drawings submitted verifying the field work completed in compliance with the final drainage and grading plan;
- (e) **"Construction Completion Certificate"** means the Certificate of Construction Completion issued pursuant to this Agreement;
- (f) **"Construction Standards"** means the general development, construction and servicing standards that may be adopted and approved by the Municipality from time to time;
- (g) **"Council"** means the Council of the Municipality;
- (h) **"Drainage and Grading Plan"** means the drainage plan for the Subdivision appended to this Agreement;
- (i) **"Effective Date"** means the date first-stated above and the date of execution of this Agreement;
- (j) **"Final Acceptance Certificate"** means the maintenance release issued by the Municipality pursuant to this Agreement;
- (k) **"Governmental Authority"** means any governmental department, commission, board, bureau, agency or instrumentality of Canada, or any province, territory, county, municipality, city, or other political jurisdiction, whether now or in the future constituted or existing;
- (l) **"Land"** has the meaning ascribed to that term as set out in recital A hereto;
- (m) **"Lot"** means a subdivided lot, created in accordance with the Plan of Subdivision;
- (n) **"Minimum Building Elevation"** means lowest physical opening of a dwelling structure;
- (a) **"Municipal Buffer"** has the meaning ascribed to that term as set out in this Agreement;
- (b) **"Municipal Engineer"** means the professional engineer designated by the Municipality to review, inspect and monitor the construction and installation of the Work and/or such other person (including but not being limited to an employee of the Municipality), to whom the Municipality may delegate all or part of the responsibilities assigned to the Municipal Engineer pursuant to this Agreement;
- (c) **"Municipal Reserve"** has the meaning ascribed to that term as set out in this Agreement;
- (d) **"Party"** means any Person who is from time to time a party to this Agreement;
- (e) **"Person"** means an individual, partnership, co-tenancy, corporation, trust, unincorporated organization, union, governmental body, the heirs, executors, administrators or other legal representatives of an individual, and any other legal entity capable of entering a contractual relationship;
- (f) **"Plan of Subdivision"** means the final Plan of Subdivision, agreed in writing by the Parties, and as registered at the requisite Land Titles Office;
- (g) **"Proposed Plan of Subdivision"** means the proposed Plan of Subdivision appended to this Agreement and any substitution made therefor by the written consent of the Parties;
- (h) **"Roadways"** has the meaning ascribed to that term as set out in this Agreement;

- (i) **"Stop Work Order"** means an Order issued by the Municipal Engineer pursuant to this Agreement;
- (j) **"Subdivision"** shall mean, in the aggregate, all of the Lots subdivided from the Land, and all Roadways, Municipal Reserve, Municipal Buffer and Walkways dedicated pursuant to the Plan of Subdivision, all Utility Parcels and all other lands, if any, that are a part of the Land. For the sake of clarity, the term "Subdivision" may be used interchangeably with the term "Land";
- (k) **"Utilities"** and **"Utility"** have the meaning ascribed to those terms set out in this Agreement;
- (l) **"Utility Parcel"** and **"Utility Parcels"** have the has the meaning ascribed to those terms set out in this Agreement;
- (m) **"Utility Service"** and **"Utility Services"** have the meaning ascribed to those terms set out in this Agreement;
- (n) **"Walkways"** has the meaning ascribed to that term as set out in this Agreement;
- (o) **"Warranty Period"** commences upon the issuance of the Construction Completion Certificate for each of the services as per Articles 2 & 3. The Warranty Period continues for the minimum of one year at which time the Developer can apply for the issuance of the Final Acceptance Certificate. The Warranty Period and warranty works is a continuing obligation by the Developer until a Final Acceptance Certificate has been issued and the development has been formally taken over by the Municipality;
- (p) **"Work"** has the meaning ascribed to that term set out in Subsection 2.1(a) and where the context requires, the term "Work" or shall also mean the Work described in Subsection 2.1(a) as constructed and installed and the re-construction and installation of the Work, all as detailed in Schedule "C" herein.

1.2 Other Defined Terms

- (a) Except as expressly provided in this Agreement, and except where the context clearly requires otherwise, all definitions used in Act shall further apply to this Agreement.
- (b) In this Agreement, unless a clear contrary intention appears, the term "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term.

1.3 Nature of Agreement

This Agreement is a servicing agreement under Section 172 of Act, and the Municipality is entitled to all powers and remedies granted by that Act, in relation hereto. Without limiting the foregoing, the Municipality may register this Agreement or a summary of this Agreement in order to protect the Municipality's interest with respect to the development and servicing of the Land.

1.4 Proper Law of Contract

This Agreement shall be construed in accordance with and be governed by the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

1.5 Headings

The division of this Agreement into Articles, Sections and any other subdivision, and the insertion

of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.6 Expanded Meanings

In this Agreement and attached Schedules, unless there is something in the subject matter or context inconsistent with the same:

- (a) the singular includes the plural and the plural includes the singular;
- (b) a reference to any statute extends to and includes any amendment or re-enactment of such statute;
- (c) this Agreement, excluding the Schedules, overrides the Schedules; and
- (d) the masculine includes the feminine.

1.7 Schedules

Attached to and forming part of this Agreement are the following Schedules:

Schedule "A":	Land Description
Schedule "B":	Proposed Plan of Subdivision
Schedule "C":	Developer Work
Schedule "D":	Geotechnical Report

1.8 Authority to Make Representations and Bind

- (a) No supplement, modification, waiver or termination of this Agreement is binding unless signed in writing.
- (b) It is understood that the Municipality may only be bound upon resolution of its Council. Accordingly, the Developer understands that no modification of this Agreement, representation, warranty, collateral warranty, or other agreement between the parties may be validly binding upon the Municipality, until such time as a binding resolution or bylaw has been passed with relation thereto and has been communicated to the Developer.

1.9 Recitals

The recitals to this Agreement shall form an integral part of this Agreement as though repeated at length herein.

ARTICLE 2 DESCRIPTION OF WORKS

2.1 Services

- (a) The Developer shall be responsible for constructing and installing or causing to be constructed and installed all services for proposed development referred to in this Agreement including the supply of all necessary labour, material, equipment at its own expense and in accordance with the provisions of this Agreement, including Article 3 and Article 4 of this Agreement and the standards, plans and specifications set out in the Schedules hereto.
- (b) In addition to the Work, the Developer shall be responsible at its own expense for the

registration of the Approved Plan of Subdivision with Information Service Corporation (ISC), and the preparation and registration of the Legal Survey.

- (c) The Developer agrees that all Work shall be constructed in a logical and sequential fashion and as promptly as possible.

2.2 Plans and Specifications

- (a) At least 45 days before the construction and installation of any of the Work, the Developer shall submit to the Municipality all design work, engineered plans and specifications showing the location and routing of the Work to be done (collectively, the “**Plans and Specifications**”). For further certainty, the Plans and Specifications shall include “issued for construction” drawings all-inclusive of the scope of Work to be constructed inclusive of all infrastructure, utilities, grading and servicing requirements sealed by a Professional Engineer licensed with APEGS and also containing a Certificate of Authorization and a Permission to Consult.
- (b) The Work may proceed only after:
 - (i) all necessary approvals for construction and installation are obtained from any Governmental Authority; and
 - (ii) the Plans and Specifications have been approved by the Municipality in accordance with section 2.3 of this Agreement.

(Hereinafter, the Plans and Specifications as approved by this section 2.2 shall be referred to as “**Approved Plans and Specifications**”.)

- (c) Any amendments to the Plans and Specifications that may be necessary are subject to approval in accordance with Subsections 2.2(b)(i) and (ii) and Work in accordance with any amendments to the Plans and Specifications may only proceed after such approval has been obtained.

2.3 Review, Inspection and Monitoring of Work by Municipal Engineer

The Work shall be reviewed, inspected and monitored, when required, by the Municipal Engineer in accordance with the following provisions:

- (a) as a precondition to obtaining the approval of the Municipality mentioned in Subsection 2.2(b)(ii), the Developer must file with the Municipality the Plans and Specifications and design information describing the Work required, together with a copy of all tender and contract documents, work orders, and invoices, including evidence of payment of any said invoices, in respect of the Work;
- (b) the cost of all engineering services (including the services of the Municipal Engineer during any inspection including final inspection) incurred by the Municipality shall be the responsibility of the Developer;
- (c) as a further precondition to obtaining the approval of the Municipality mentioned in Subsection 2.2(b)(ii), all Plans and Specifications shall be reviewed by the Municipal Engineer, who shall be responsible for making recommendations to the Municipality, with respect to the approval of such plans, pursuant to Section 2.2 above. The Municipality agrees to use its best efforts to review the information submitted within 45 days of the date they are submitted for review;

- (d) if re-design of the Approved Plans and Specifications is required at any stage of the construction and installation of the Work, plans and drawings with respect to such re-design shall also be reviewed and approved pursuant to Section 2.2 above;
- (e) all Work shall be monitored by the Municipal Engineer, who shall be entitled to inspect the performance of the Work at any time or place to ensure that the Work is consistent with the Approved Plans and Specifications;
- (f) where the Municipal Engineer requires prior notification of Work to conduct a proper inspection, reasonable advance notice of the Municipal Engineer's requirement shall be given by the Municipal Engineer to the Developer;
- (g) where the Municipal Engineer is of the opinion that the Work is not being done in a good and workmanlike manner, work is completed prior to approval of submitted Plans and Specifications, or is otherwise of a standard not reasonably acceptable to the Municipality, the Municipal Engineer may issue a Stop Work Order and:
 - (i) all work covered by the Stop Work Order shall cease forthwith, and not proceed until the Stop Work Order is lifted by the Municipal Engineer; and
 - (ii) the Developer shall be responsible for complying with all reasonable directions given for remediation and future Work, as may be directed by the Municipal Engineer.

2.4 Supervision of Work by Developer's Engineer

The Developer shall retain a Professional Engineer (the "**Developer's Engineer**") licensed under *The Engineering and GeoScience Professions Act* (Saskatchewan) who shall do all design work, including preparation of the Plans and Specifications and make the necessary contracts for the construction and construction supervision of the Work. All such design work, including the Plans and Specifications, shall be sealed by the Developer's Engineer. In order to ensure conformance to municipal standards, specifications and the approved Issued For Construction Drawings, the scope of the design work and construction will be subject to a Schedule of Quality Control and Assurance including any applicable testing, surveying or any other criteria required in order to validate the work.

2.5 Time for Commencement and Completion of Work

- (a) The Developer shall commence construction and installation of the Work within twelve (12) months of the execution of this Agreement. Construction and installation of the Work shall be undertaken diligently and shall be completed within twenty-four (24) months of the execution of this Agreement.

2.6 Construction Standards

- (b) All Work shall be constructed and installed in accordance with the Approved Plans and Specifications and the Construction Standards defined in Schedule "C". Where detailed provisions or specifications are not stipulated explicitly within the Approved Plans and Construction Standards, the Developer acknowledges and agrees that the Work shall be completed in a form of and/or methodology consistent of current-day industry standards and conformant to reasonable and general subject matter criteria and acceptable quality standards relevant to the Work.
- (c) All work related to the Work shall be done in a good and workmanlike fashion.

- (d) All Work shall be completed in accordance with the Municipality's bylaws, and the required specifications of any other applicable regulatory authority in effect from time to time. Without limiting the generality of the foregoing, the Developer agrees to comply with all such bylaws and/or specifications, and to obtain all approvals required by all bodies having jurisdiction over the subject matter of this Agreement. Notwithstanding any approval, inspection or other review of the Work by the Municipality, the Developer shall not be released of the responsibility to ensure the Work conforms with such bylaws and/or specifications. Nothing herein contained shall be deemed to oblige the Municipality to issue building permits for construction or approve any development except upon compliance with such bylaws and/or specifications, or to sanction or permit any breach of, or deviation from, such bylaws and/or specifications.
- (e) The Developer and any subsequent Property Owner acknowledges and agrees that it shall not perform any ground disturbances or site preparation such as grading in areas without first complying with the Migratory Birds Convention Act & Regulations, Species at Risk Act, and SK Wildlife Act. Any clearing must occur outside of the nesting season if migratory bird species are determined to be present. The Developer agrees to notify each Lot owner within the Subdivision accordingly and to include this requirement in any Lot purchase agreement entered with a third party relating to the Lands.

2.7 Surveys and Drawings Showing Installed Work (As-Built Drawings)

- (a) Upon completion of the installation of the Work, the Developer shall cause the Developer's Engineer to complete a set of drawings showing the exact location of the Work as actually constructed and installed (As-Built Drawings) and to deposit one set of prints and an electronic copy of any related drawings or plan with the Municipality, in such formats as may be reasonably requested by the Municipality.
- (b) Following completion of the legal survey, the Developer agrees to supply a statement by a Saskatchewan Land Surveyor approved by the Municipality that after the completion of the construction and installation of Works, he/she has found or replaced all standard iron bars as shown on the Subdivision Plan and survey monuments at all block corners, the end of all curves, other than corner roundings, and all points of change in direction on streets on the Subdivision Plan. The Developer agrees that it shall be responsible for any costs associated with said location or replacement of all standard iron bars and survey monuments.

2.8 Public Consideration and Safety

- (a) The Developer shall take all reasonable precaution to ensure that the neighboring properties are not disturbed during the construction period.
- (b) The Municipality reserves the right to refuse access to any construction traffic should it be deemed that it is dangerous or unsafe for residents, it is causing excessive damage to any municipal roadway.
- (c) Construction noise shall be kept to a minimum, and in strict compliance with the Municipality's noise bylaws as may apply from time to time.
- (d) During the construction and installation of the Work, the Developer shall put up such barricades, lights, or other protection for persons and property as will adequately protect the public or any person in the neighbourhood and will upon the request of the Municipality or police authority, improve or change the same.
- (e) The Developer will ensure Municipal dust control guidelines are always followed when the Work is being constructed and installed with a view to ensuring the Municipality does not

receive complaints about dust from adjacent residents. At the reasonable request of the Municipality, the Developer shall provide for dust suppression along municipal roads at its sole expense.

2.9 Utility Easements

The Developer agrees that it shall throughout the Subdivision:

- (a) Grant, obtain and provide all utility, construction and service easements which may be required, at no cost to the Municipality or any Utility and to keep the said easements clear for the purposes of the various Utilities; and
- (b) Provide and register a utility easement plan as may be required by the Municipality.

2.10 Ownership of Works

Unless otherwise described in this agreement, the Developer acknowledges that the Work provided for in this Agreement shall become the property of the Municipality when installed and/or constructed on, in, under or over a public highway, road allowance, street, avenue, lane, lands owned by the Municipality or lands over which the Municipality or any Utility has been granted an easement in its favour; provided, however, that notwithstanding that ownership may vest in the Municipality, the Developer shall not be relieved of its obligations to properly install, maintain and warrant such Work in accordance with the terms of this Agreement. Notwithstanding any of the foregoing, the Developer may not connect a Utility Service in the Subdivision to any utility service line from outside the Subdivision provided by any Utility without the prior written consent of the Municipality.

2.11 Municipality Not Obligated to Construct and Install Work

Unless expressly stated in this Agreement, the Municipality shall have no responsibility:

- (a) To construct and install any of the Work; and/or
- (b) For any of the cost or expense for any of the Work.

2.12 Subsequent Development Phases

Notwithstanding anything else herein, the parties agree that this Agreement shall entitle the Developer to develop the current phase or stage of development of the Lands contemplated by this Agreement, and that a separate agreement shall be required with respect to any development of any subsequent stage of phase of development of the Lands in such form and content as the Developer and the Municipality may mutually agree.

2.13 Health and Safety

- (a) The Developer, as the prime contractor for the Work to be completed pursuant to this Agreement, acknowledges and agrees that it is responsible for establishing, initiating, maintaining all health and safety precautions and programs in connections with the performance of the Work and shall at all times be responsible to ensure all Work complies with all applicable construction health and safety legislation and regulations.
- (b) All excavations on the Lands shall be conducted in accordance with the applicable provisions of The Occupational Health and Safety Regulations, 1996 (Saskatchewan) and all other regulations thereto, which include regulations for side-slopes for excavations. The side-slope dimensions shall be flattened if excess groundwater is encountered.

2.14 Wastewater / Sewer Works

- (a) The Developer shall notify each Lot owner that the Lot owner is responsible for the construction, installation, and maintenance of a septic holding tank (Septic System) to collect all sewage generated from the use and occupation of the Lot. Approval of the construction and installation of the Septic System on any Lot on the Lands is subject to submission to the Saskatchewan Health Authority and the Municipality.
- (b) The Developer acknowledges that wastewater collection systems on individual lots are private systems and the Municipality has no liability or responsibility for installation, operation, maintenance, repair, or replacement thereof and agrees to notify each Lot owner accordingly.

2.15 Roadways

- (a) The Developer shall be responsible for the construction of new roadways and the expansion of existing municipal roadways as described in Schedule "C".
- (b) Construction of the roads for the approved development or phase of the development shall start when the engineering drawings are signed, all securities are deposited, and the Plan of Subdivision is registered.
- (c) The Developer shall obtain all required permits for hauling of materials and repair any damages caused to an existing road, road allowance or existing structure or plant located on the road allowance where such damage occurs as a result of the construction and installation of the Work.

2.16 Power, Gas, Telephone and Cable Utilities

Within the Subdivision, the Developer shall, with the approval, as required, of SaskPower, SaskEnergy, and SaskTel, and any other utility agency or provider of any utility service of any nature or kind whatsoever (collectively, the "Utilities" and each a "Utility"), arrange for the design and construction and installation of underground electrical power, natural gas, telephone and cable lines, and any other Utility that may be reasonably required to service the Subdivision and Lots within the Subdivision (collectively, the "Utility Services" and each a "Utility Service"). It shall be the responsibility of the Developer to pay for and obtain all such approvals, as required, from any Utility and/or Governmental Authority in respect of the construction and installation of the Utility Services.

2.17 Fire Services

The Developer acknowledges and agrees that the Municipality will only provide fire protection equipment to service the Lands as is currently available through the Municipality. The Municipality is not and shall not at any time be required to provide the Lands with fire protection equipment greater than that available through the Municipality as at the date of this Agreement.

2.18 Street Lights and Mailboxes

The Developer shall provide, construct and install Roadways and Street Lights in the Subdivision in accordance with the Approved Plans and Specifications as defined in Schedule "C".

2.19 Street Signs

The Developer shall provide, construct and install all street and stop signs as required by the Municipality.

2.20 Drainage and Grading Plan

- (a) The Developer shall prepare and deposit with the Municipality the Drainage and Grading Plan, which shall be approved by the Municipal Engineer in both paper and electronic formats as may be directed by the Municipality. No work is to begin until it has been approved by the Municipal Engineer.
- (b) The Developer shall construct and install or cause to be constructed and installed a drainage control network in the Subdivision in accordance with the Drainage and Grading Plan and/or where required by the Municipal Engineer, including the following:
 - (i) designed drainage profiles for all roads, walkways and lots, including all storm water management facilities and any drainage works including site grading, construction of swales, retention ponds, delineation and protection of the identified drainage easements, installation of all necessary culverts to provide adequate drainage for the Subdivision;
 - (ii) all culvert inlets and outlets require rip rap aprons and/or pre-fabricated end-sections in addition to elements and weather resistant culvert markers as per the Drainage and Grading Plan;
 - (iii) ensuring that the minimum finished ground elevation for the front of each lot and along drainage swales in the subdivision be within 0.1 metres of the minimum building elevation identified for each lot within the Drainage and Grading Plan; and
 - (iv) erosion protection works and/or measures where steep slopes, or other conditions conducive to soil erosion exist.
- (c) Galvanized steel culverts, ditches, swales, storm sewers, outfalls or other drainage works, and vegetation cover, stone riprap, ditch blocks, or other erosion protection works, shall be installed by the Developer at its own expense, but only where required by the Drainage and Grading Plan or where found to be necessary by the Municipal Engineer during construction and during the "**Warranty Period**".
- (d) The Developer or any subsequent Property Owner shall be responsible for all costs associated with the maintenance of drainage within privately owned lands within the Subdivision.
- (e) The Developer shall be responsible for repairs to the drainage within the Subdivision during the "**Warranty Period**", except where landscaping and drainage has been approved for lots that have completed construction and landscaping.
- (f) Prior to the issuance of a Construction Completion Certificate, the Developer shall deliver As-Built Drawings bearing the signature and seal of either a Registered Saskatchewan Professional Engineer or a Saskatchewan Land Surveyor ensuring that the record of construction for the actual finished elevation and grading of the Subdivision is consistent with the Final Drainage and Grading Plan.

ARTICLE 3 LANDS FOR MUNICIPAL PURPOSES

3.1 Utility Parcels

- (a) All municipal utility parcels (the "Utility Parcels" and each a "Utility Parcel") designated in the Plan of Subdivision as such shall be the property of the Municipality and shall either be

dedicated as Utility Parcels pursuant to the Act, *The Subdivision Regulations, 2014, The Dedicated Lands Regulations* or the Developer shall cause title to such Utility Parcels to be transferred to the Municipality, as required.

- (b) The Developer shall, at its own expense, cause the Utility Parcels to be developed according to section 4.1 and landscaped, grassed and seeded with the seed mixture as per the Public Works Standard.

ARTICLE 4 REPORTING, INSPECTION AND SUBSTANTIAL COMPLETION

4.1 Reporting Requirement

Commencing from the execution of this Agreement, and thereafter until the Final Acceptance Certificate is issued, the Developer shall submit a quarterly written report, along with supporting documentations from the Developer's engineer, to the Municipality, in which the Developer shall advise the Municipality of progress toward completion of the subdivision process, design of the Work, progress on approvals and permits required by the Developer, progress on construction, progress on curing deficiencies, any sales or anticipated sales of Lots, and any other matter which the Municipality should reasonably require of the Developer from time to time.

4.2 Ongoing Inspection of Work

As each component of the Work is substantially completed, the Developer shall inform the Municipality of the completed work ready for an inspection which shall be conducted by the Municipal Engineer within 30 days as necessary. Such person shall make such recommendations in a report to the Municipality as may appear appropriate. The recommendations in the report will be based on Substantial Completion, or Deficiencies of the Work to the engineering specifications provided to the municipality. Following which report, the Municipality shall advise the Developer whether the Municipality such component is substantially complete. If any such component of the Work is found to not be substantially complete, the Municipality shall provide the Developer with a written list of such deficiencies pertaining to the Work to be corrected by the Developer.

4.3 Construction Completion Certificate

When the Work has been completed, such remaining inspections thereof as the Municipal Engineer shall consider appropriate shall be conducted and the Municipal Engineer shall make a recommendation to the Municipality as to whether the Work is substantially complete and:

- (a) Following such report, provided that the Work of that service is substantially complete to the provided engineering specifications, the Municipality shall issue a certificate of construction completion (the "**Construction Completion Certificate**"); and
- (b) Where the Work is found to not be substantially complete, the Municipality shall provide the Developer with a written list such deficiencies pertaining to the Work to be corrected by the Developer along with a reasonable time frame or time frames for the rectification of such deficiencies. The Developer shall be bound to rectify such deficiencies in accordance with the time frames as may be reasonably stipulated by the Municipality.
- (c) The Construction Completion Certificate shall not be issued until such time that outstanding items of the Development are completed.

4.4 Compliance as a Pre-Condition

- (a) As a pre-condition to the issuance of a Construction Completion Certificate, the Developer shall supply the Municipality with a statutory declaration that all accounts for work and materials and construction and installation services have been paid, except for such holdbacks as may be required pursuant to *The Builders' Lien Act*, and any similar legislation. The statutory declaration shall further warrant that there are no claims for lien or otherwise which have been presented to the Developer, or of which the Developer or any Person with a registered mortgage against the Land is aware or has notice, in connection with such work done, or materials supplied for, or on behalf of the Developer, in connection with the construction and provision of services to the Land. The Developer shall also warrant compliance with *The Workers' Compensation Act*.
- (b) As a pre-condition to the issuance of a Construction Completion Certificate, the Developer shall cure all outstanding deficiencies or defaults, pursuant to the terms of this Agreement and any other agreement between the Developer and the Municipality.

ARTICLE 5 WARRANTY PERIOD

5.1 Maintenance and Warranty Period

The Developer acknowledges and agrees that it shall be responsible for maintenance of the Work up to and including the date upon which the Construction Completion Certificate shall issue, and shall thereafter be responsible for all repairs to the Work and the replacement of any defective Work during the Warranty Period, together with the maintenance obligations as referenced below, and until a Final Acceptance Certificate has been issued.

5.2 Final Acceptance Certificate

- (a) Subject to this Section 7.2 and Section 7.5, the Developer may apply to the Municipality for the issuance of a certificate of final completion (the "**Final Acceptance Certificate**").
- (b) The Final Acceptance Certificate shall be issued in accordance with this Section 7.2 and Section 7.3.
- (c) At the end of the Warranty Period for any of the Works, the Developer may apply for a Final Acceptance Certificate.
- (d) Within 30 days of receipt of the request for a Final Acceptance Certificate, the Municipal Engineer shall inspect all the Work to determine whether the Developer has discharged its obligation during the Warranty Period.
- (e) Within a reasonable time of completing such inspection, the Municipality shall notify the Developer with respect to any of the Works maintenance, repair and replacement items which have not been properly completed by the Developer (as such items have been identified by the Municipal Engineer) during the Warranty Period, and the Developer shall be responsible for rectifying such items within 45 days of the date of such notice.
- (f) Upon rectification of all maintenance, repair and replacement deficiencies pursuant to this section 7.2, or if no such deficiencies are identified, the Municipality shall issue the Final Acceptance Certificate, and the Developer's obligations under this Article 7 shall thereafter cease.
- (g) It shall be a pre-condition to the issuance of the Final Acceptance Certificate that the

Developer shall cure any deficiency or default pursuant to this Agreement.

5.3 Road Maintenance

Without limiting the generality of the foregoing:

- (a) During the Warranty Period and prior to the issuance of the Final Acceptance Agreement, the Municipality will take responsibility for maintaining all roadways within the Subdivision including grading and snow clearing. During the Warranty Period, the Developer will be financially responsible all road repairs not considered typical maintenance items.
- (b) The Developer shall repair any damage caused to any existing road, road allowance or existing structure located on any roadway as a result of the development of the Land and shall pay for any costs involved in the relocation of existing services which may be made necessary by reason of the development of the Land.

5.4 Construction Garbage

- (a) During the construction and installation of the Work until the issuance of the Final Acceptance Certificate, the Developer shall be responsible for the removal of all construction garbage (other than garbage related to individual buildings) and debris from the Subdivision or the surrounding area that may have been affected.
- (b) The Developer shall require all dwelling construction contractors and/or owners within this Subdivision, to install and regularly empty a construction disposal bin during the construction of any buildings within the Subdivision.
- (c) The Developer shall require, with assistance from the Municipality (as a means of enforcement only), that all construction sites are to be maintained in neat and orderly condition during the period of dwelling construction.

5.5 Repairs and Replacements to Work by Municipality

Without in any way limiting the generality of the foregoing, if:

- (a) During the Warranty Period any defects become apparent in any of the Work installed or constructed by the Developer under this Agreement.
- (b) The Municipal Engineer shall require repairs or replacements to be done, the Developer shall be notified and within a reasonable period after said notice cause such repairs to be done. If the Developer shall default in causing such repairs or replacements to be made, the Municipality may do the repairs or replacements of the Work and recover the cost thereof from the Developer.

ARTICLE 6 FEES, COSTS AND TAXES PAYABLE BY THE DEVELOPER

Without limiting the generality of any other provision of this Agreement, the Developer shall be responsible for payment of the fees, costs, expenses, taxes and other amounts as provided for in this Article 8 as follows:

6.1 Legal Fees and Other Professional Costs

The Developer shall bear the cost of all reasonable legal fees and expenses and all professional consulting fees and expenses incurred by the Municipality in connection with this Agreement and its administration. The basis for payment of legal and consulting fees and expenses shall be as

follows:

- (a) Fees equaling \$20,00.00 are to be remitted to the Municipality at the time of signing of this Agreement, as a nonrefundable payment towards legal and consulting fees and expenses. Any legal and consulting expenses incurred by the Municipality in excess of the initial payment are to be charged as per sections 8.1 (a)-(d).
- (b) the lawyer or consultant involved shall initially render his or her account to the Municipality;
- (c) the Municipality shall pay the account of the lawyer or consultant and thereafter the Municipality shall invoice the Developer; and
- (d) the Developer shall reimburse the Municipality within 60 days of the date set forth on the invoice, provided that the invoice received by the Developer contains a reasonable breakdown of the fees and service charges included on an itemized basis.

6.2 Development and Servicing Fees

- (a) The Developer shall pay to the Municipality upon the execution of this Agreement by way of cash, certified cheque or bank draft, a fee (the "**Development Fee**") in the aggregate amount of \$236,000 equaling \$4,000 per lot, on account of the Municipality's cost of providing, altering, expanding, or upgrading public infrastructure located within or outside the proposed subdivision.
- (b) Payment of the fees and levies contemplated in this Section shall be a pre-condition of the granting of a development or building permit with respect to any construction on any Lot and shall bind the Developer and any other person having an interest in any Lot. The parties each expressly acknowledge and agree that all Development Fees shall be paid by the Developer prior to commencement of any subsequent phase of development of the Lands.

6.3 Tax Arrears

The Developer shall pay all arrears of taxes outstanding against the Land, if any, at the time of execution of this Agreement and shall thereafter keep all taxes current as provided for herein.

6.4 Tax Payments

- (a) The Developer shall be responsible for, at the Developers own cost and expense, the payment of municipal and school property taxes levied. Subject to paragraph (b) herein, the tax shall be levied on the subdivided assessment of the land and/or improvements and the applied yearly mill rate and/or tax tool established by the Municipality and any relevant school division.

ARTICLE 7 AGREEMENT RUNS WITH THE LAND

7.1 Agreement Runs with Land and May Be Registered

It is agreed that:

- (a) the obligations of the Developer under this Agreement run with the land, pursuant to common law and equity, and pursuant to the provisions of Act;
- (b) the Municipality is entitled to register this Agreement pursuant to the Act;

- (c) the Developer shall pay the costs of registration, and agrees to pay such costs within 30 days of the date of the invoice rendered with respect thereto by the Municipality;
- (d) the Developer hereby agrees that any interest in the Land that is in favour of the Municipality based on this Agreement shall have priority over all other interests in favour any other person, including any mortgage registered by and in favour of the Developer's mortgagee against the title to the Land and all such other interests shall be postponed to the Municipality's interest in the Land based on this Agreement.

7.2 Agreement Binding on all Purchasers

- (a) The Developer covenants that it will notify all lot purchasers (each, a "Property Owner") of the Municipality's interest in the Lands, including the existence of any interest registered against the Lands by the Municipality outlining the obligations under this Agreement.
- (b) The rights and obligations contained herein are intended to be binding upon the Developer and the Developer's successors in title to the Lands or any portion thereof. This Agreement is an interest in the Lands and the rights, restrictions and obligations hereunder are binding upon each and every owner of the Lands or any portion thereof, and shall be, and remain, registered against title to the Lands and any subdivision thereof. Upon the Developer transferring the Lands, or any part thereof, the Developer shall provide the transferee with a copy of this Agreement and obtain an acknowledgement from said transferee whereby the transferee acknowledges that the transferee is bound by this Agreement and accepts all of the rights, restrictions and obligations hereunder.
- (c) The Developer acknowledges and agrees to notify each Property Owner that the Municipality must approve all construction on the lots to be subdivided and that all construction shall be in accordance with the Municipality's bylaws in effect from time to time. Nothing herein contained shall be deemed to oblige the Municipality to issue building permits for any construction on the Lands except upon compliance with the Municipality's bylaws, or to sanction or permit any breach of, or deviation from, the Municipality's bylaws.

ARTICLE 8 INDEMNITY BY DEVELOPER

8.1 Indemnification Re: Development

The Developer hereby indemnifies and saves harmless the Municipality with respect to any claim, action, judgment, cost or expense incurred by or assessed against the Municipality in respect of damages suffered by any third party arising out of any act or omission of the Developer with respect to the Subdivision and the Work contemplated by this Agreement.

8.2 Indemnification

The Developer shall indemnify and save harmless the Municipality with respect to any claim, action, judgment, cost or expense incurred by or assessed against the Municipality in respect of damages suffered by any third party, and related in any way to any Work to be maintained by the Developer during the Warranty Period, even if such Work is performed by the Municipality.

8.3 Indemnity Extends to Legal Costs

The indemnities granted by the Developer in this Agreement shall extend to all costs incurred by the Municipality in defending any claim, including the retention of consultants and experts, and

including legal fees on a solicitor-and-client-basis and disbursements.

8.4 Indemnity Extends to Individuals

The indemnities granted by the Developer in this Agreement shall extend to every official, elected or otherwise, of the Municipality, and to every employee, servant, agent and consultant of the Municipality. To the extent required by law, the Municipality declares itself to be the agent and representative of such person and accrues the benefit of indemnification for such persons in that capacity.

ARTICLE 9 LIABILITY INSURANCE

9.1 Obligation to Insure

The Developer, upon execution of this Agreement, shall forthwith deposit with the Municipality a certificate of insurance disclosing that the Developer holds liability insurance with an insurer satisfactory to the Municipality. Thereafter, upon 14 days written demand, the Developer shall deposit proof that the insurance remains in force, in a form satisfactory to the Municipality.

9.2 Requirements of Insurance

- (a) The Developer shall obtain and keep in force the following insurance coverage during the term of this Agreement:
 - (i) comprehensive commercial general liability insurance with a limit of liability of \$5,000,000, combined single limit, for bodily injury and property damage, for each claim or series of claims arising from the same originating cause and such policy shall include:
 - (I) The Municipality as an Additional Insured;
 - (II) A Cross Liability clause; and
 - (III) Contractual liability coverage.
- (b) Insurance obtained and provided shall include a provision for the Municipality to be given thirty (30) days written notice prior to cancellation or any material change of the required insurance policies.
- (c) The Developer covenants and agrees that the Municipality's insurance requirements mentioned above will not be construed to and shall in no manner limit or restricts the liability of the Developer under this Agreement.
- (d) The Developer is solely responsible for full payment of any premium amounts and any deductible amounts which may be due in the event of any and all claims under policies and shall provide the Municipality with proof of the insurance required pursuant to this Agreement annually in a form satisfactory to the Municipality.
- (e) The Developer shall provide the Municipality with written notice of any incident that may result in a claim against either the Developer or the Municipality, including, but not limited to such losses as, property damage to Municipality assets, third party property damage, injury or death of any person and any third party bodily injury within 7 days of becoming aware of such incident.

ARTICLE 10 SECURITY FOR PERFORMANCE

10.1 Posting of Security

As security for performance of its obligations under this Agreement, and the payment of all obligations of the Developer pursuant to this Agreement, the Developer shall post security as set forth in this Article 12.

10.2 Time for Posting Security

Security as required by this Agreement shall be posted forthwith upon execution of this Agreement and no steps shall be taken to register the Plan of Subdivision or to commence any Work hereunder until security is posted. The Municipality shall not be obligated to issue any development permit or building permit with respect to the Work until the required financial security and policy of insurance described herein has been provided to the Municipality.

10.3 Form of Security

The Developer shall post security in the amount of 100% of the estimated costs of the Work as defined by the Agreement. For the purposes of this Agreement, the value of the security shall be \$1,033,000.00. The means of providing this security may include:

- (a) Depositing with the Municipality, cash; or
- (b) Such other security arrangements as the Municipality in its absolute discretion finds acceptable. Any such security arrangements shall be irrevocable during the currency of this Agreement until such a time as the Developer is released in accordance with Section 10.4.
- (c) Depositing with the Municipality, an irrevocable non-expiring letter of credit issued by a chartered bank in Canada, acceptable to the Municipality.
- (d) Any letter of credit or bond shall:
 - i. Include an acknowledgement by the issuing authority that the Municipality shall be entitled to draw on the letter of credit or bond in accordance with the provisions of this Agreement, and an undertaking by the issuing bank or authority to promptly honour and pay draws made by the Municipality;
 - ii. Be irremovable;
 - iii. Include a statement that the letter of credit or bond is issued in favour of the Municipality;
 - iv. Be in a form acceptable to the Municipality, acting reasonably;
 - v. Contain a condition for automatic renewal to the Municipality's satisfaction, acting reasonably; and
- (e) Where any letter of credit or bond provided herein is set to expire within 30 days and the Developer has failed to satisfy the obligations secured thereunder, the Developer shall provide the Municipality with a replacement or renewal letter of credit. If such replacement or renewal is not provided by the Developer, the Developer shall be deemed to be in breach of this Agreement and the Municipality may present the letter of credit to which the obligations pertain for payment in whole or in part and shall not be liable to the Developer

therefore.

10.4 Reduction of Security

The security held by the Municipality may be reduced upon written application by the Developer, subject to the receipt of certification of the estimated cost of completion of the Work by the Municipal Engineer. The security will be released by the Municipality as follows:

- (a) Forty-five (45) days after the issuance of the Construction Completion Certificate, 75% of the original security shall be released, less the estimated cost of remedying the deficiencies identified by the Municipality at the time the Construction Completion Certificate is issued. Upon curing all deficiencies set forth in the list issued by the Municipality, the Municipality shall release the sum retained as the estimated cost of curing those deficiencies. For the sake of clarity, the Municipality shall retain the entire holdback until all deficiencies have been cured; and
- (b) Forty-five (45) days after the issuance of the Final Acceptance Certificate, the Municipality shall release the final 25% of the original security.

10.5 No Reduction on or After Default

In the event that the Developer should be in default under this Agreement, or in the event that the Developer should have previously defaulted pursuant to the terms of this Agreement, the Municipality shall not be obliged to release any security, in whole or in part, held by the Municipality, until the Developer has satisfied the entirety of its obligations pursuant to this Agreement.

ARTICLE 11 DEFAULT AND REALIZATION ON SECURITY

11.1 Events of Default - Construction of the Work

Default shall occur if the Developer:

- (a) fails to undertake the Work in accordance with the Approved Plans and Specifications;
- (b) having commenced the Work, fails or neglects to proceed on a timely and reasonable basis;
- (c) fails to undertake the Work in accordance with the Approved Plans and Specifications in a good and workmanlike manner;
- (d) fails to remedy any deficiency relating to the Approved Plans and Specifications identified by the Municipal Engineer or the Municipality within a reasonable time.

11.2 Other Elements of Default

Default shall occur if the Developer fails to:

- (a) make payment of any sum owing by the Developer to the Municipality, pursuant to this Agreement; and
- (b) comply with the terms of this Agreement.

11.3 Declaration of Default

Upon the event of default, the Municipality may claim default by giving written notice to the

Developer. In the event that the default is not cured or reasonable steps have not been taken by the Developer to cure such default within thirty (30) days from the date such notification is mailed by the Municipality, the Municipality shall be entitled to avail itself of any and all rights it may have with respect to that default, such as are defined pursuant to the terms of this Agreement, or by common law or equity or under any statute.

11.4 Municipality's Rights to Cure Default

Upon the Municipality being entitled to enforce its rights upon default by the Developer, the Municipality may, in its sole discretion, do one, any or all of the following, in addition to any other rights or remedies that the Municipality may have available to it, whether under this Agreement, by common law or equity, or under any statute;

- (a) On its own behalf or by way of its servants, agents or contractors, enter upon the Land and proceed to supply all materials and do all necessary work in connection with the Work, including repair or reconstruction of faulty work, and the replacement of materials which are not in accordance with such specifications and to charge the cost of so doing, together with an engineering fee equal to 10% of the cost of the materials and works to the Developer; and
- (b) On its own behalf or by way of its servants, agents or contractors, enter upon the Land and proceed to repair and/or maintain any Work which is the responsibility of the Developer, up to the expiry of the Warranty Period, including repair or reconstruction, and the replacement of any materials which had not been supplied in accordance with the requirements of due and proper maintenance, together with an administrative fee of 10% of the cost of such material and work, and to charge that cost to the Developer.

11.5 Municipality's Other Remedies

In addition to any other right or remedy granted to the Municipality at law, in equity or by statute:

- (a) In the event that the Developer should fail to pay any sum owing to the Municipality within sixty (60) days of the date of any invoice rendered by the Municipality, the Municipality may deduct the sums owing from the cash deposit held as security, or shall be entitled to seek payment from any surety company who has posted as security, or shall be entitled to draw upon any letter of credit issued by any chartered bank in favour of the Municipality as security;
- (b) In the event that any monies owing by the Developer to the Municipality pursuant to this Agreement, or any other Agreement relating to the development of the Land, should not be paid by the Developer within 60 days of any invoice issued by the Municipality, the Municipality shall be entitled to recover the same from the Developer as a debt due and owing to the Municipality, together with interest thereon at a rate of 18% per annum from the date of the invoice issued by the Municipality, together with solicitor-and-client costs of any legal proceedings brought to collect such debt; and
- (c) To the extent permitted by law and equity, the Municipality may bring action in a court of competent jurisdiction against the Developer, seeking specific performance of the terms of this Agreement, and/or a mandatory and/or prohibitory injunction, to enforce compliance with the terms of this Agreement.

11.6 Right to Refuse Permit

In addition to any other remedy it may have, the Municipality may refuse to issue any building or development permit for any building or development within the Subdivision until all Work is

complete in accordance with the requirements of this Agreement.

ARTICLE 12 NON-WAIVER BY MUNICIPALITY

12.1 Entry as Agent

It is understood and agreed between the parties that any entry upon the Land by the Municipality, pursuant to a default by the Developer, shall be as an agent for the Developer and shall not be deemed for any purpose whatsoever, as an acceptance or assumption of any service by the Municipality. The Developer further agrees that the indemnities given with respect to construction and installation of the Work on the Land extend to any action undertaken by the Municipality as a result of the Developer's default.

12.2 Non-Waiver - Maintenance

The Developer hereby acknowledges that the Municipality, by providing any access, removing any snow or ice, or performing any other act with respect to the provision or maintenance of any Work, during the Warranty Period, does not assume responsibility for such Work, and no such action undertaken by the Municipality shall be deemed, in any way, to be an acceptance by the Municipality of any obligation to provide any such Work, except as provided herein. Such actions may be taken by the Municipality without prejudicing the Municipality's right to enforce the maintenance provisions contained in this Agreement.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Subdivision Approval

Any recommendations by the Municipality for approval of the Proposed Plan of Subdivision shall be subject to the Developer's due compliance with the applicable provisions of the Act, *The Subdivision Regulation, 2014*, *The Dedicated Lands Regulations, 2009*, *The Municipalities Act* and the requirements of any relevant federal, provincial and municipal government authorities and agencies.

13.2 Municipal Bylaw Compliance

Nothing herein contained shall be deemed to oblige the Municipality to sanction or permit any breach of or deviation from the Municipality's bylaws, nor to issue any permit for any construction within the Subdivision, except upon due compliance with the Municipality's bylaws and all other regulations pertaining to development.

ARTICLE 14 ARBITRATION

14.1 Arbitration Provisions

(a) In the case of a dispute between the Parties hereto concerning any aspect of this agreement, either Party shall be entitled to give the other notice of such dispute and demand arbitration thereof. Within fourteen (14) days after such notice and demand have been given, each Party shall appoint an arbitrator who shall jointly select a third. The Parties agree that the decision of any two of the arbitrators shall be final and binding upon the parties. *The Arbitration Act, 1992* shall apply to any arbitration hereunder, and the costs of arbitration shall be apportioned equally between the parties.

- (b) If the two arbitrators appointed by the Parties do not agree upon a third, or a Party who has been notified of a dispute fails to appoint an arbitrator, then the third arbitrator, or an arbitrator to represent the Party who fails to appoint an arbitrator, may be appointed by a Justice of the Court of Queen's Bench upon application by either Party.

ARTICLE 15 CONDITIONS PRECEDENT

15.1 Conditions Precedent to the Obligations of Both Parties

- (a) Notwithstanding anything herein contained, the obligations of each of the Municipality and the Developer to complete the transaction contemplated under this Agreement shall be subject to the fulfillment of the following conditions precedent on or before the signing of this agreement, or such later date as to which the Parties may mutually agree in writing, and each of the Parties covenants to use its best efforts to ensure that such conditions are fulfilled:
 - (i) Approval by the appropriate approving authority of the Plan of Subdivision and registration of the transform approval certificate with respect to the Plan of Subdivision under the Saskatchewan Land Titles System with Information Services Corporation of Saskatchewan.
- (b) The foregoing are conditions precedent for the mutual benefit of both Parties and may be waived in whole or in part only if both Parties waive them in whole or in part and where the conditions precedent are waived in part, they shall have been waived in part to the same extent by both Parties.

ARTICLE 16 GENERAL PROVISIONS

16.1 Cancellation of Agreement

In the event that the Plan of Subdivision is not registered within one (1) year from the date hereof, the Municipality may, at its option on one month's notice to the Developer, declare this Agreement to be null and void, provided that any such declaration shall not relieve the Developer from the payment of any costs incurred by the Municipality which, pursuant to the terms of this Agreement, are to be paid by the Developer.

16.2 Assignment of Agreement

Neither this Agreement nor any rights or obligations under this Agreement are not assignable by the Developer without the prior written consent of the Municipality, but this consent shall not be unreasonably withheld. In determining whether consent is reasonable, the Developer acknowledges that in determining whether to enter this Agreement, the Municipality has had specific regard to the attributes of the Developer, including its financial capacity, expertise and reputation.

16.3 Further Acts

The parties shall from time to time and at all times do such further acts and things and execute all such further documents and instruments as may be reasonably required in order to carry out and implement the true intent and meaning of this Agreement.

16.4 Severability

Each of the covenants, provisions, articles, sections and other subdivisions hereof are severable from every other covenant, provision, article, section and subdivision; and the invalidity or unenforceability of any one or more covenants, provisions, articles, sections or subdivisions of this Agreement shall not affect the validity or enforceability of the remainder of the Agreement.

16.5 Enurement of Benefit

This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Parties.

16.6 No Partnership

The rights, duties, obligations and liabilities of the Parties hereto shall be separate and not joint and collective. Each Party shall be responsible only for its obligations as set out in this Agreement. It is not the intention of the Parties to create a commercial or other partnership or agency relationship between the Parties, save for as expressly provided herein, and this Agreement shall not be construed so as to render the Parties liable as partners or as creating a commercial or other partnership. No Parties shall be, except as expressly permitted herein, deemed to be or shall hold itself out to be the agent of the other party.

16.7 Waiver

No consent or waiver expressed or implied by either Party in respect of any breach or default by the other in the performance by such other of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default.

16.8 Notice

Any notice required to be given hereunder may be given by way of registered mail addressed to the Developer at:

Whitford Construction
Box 10
Shipman, SK
S0J 2H0

Any notice required to be given hereunder may be given by way of registered mail addressed to the Municipality at its offices at:

Resort Village of Candle Lake
#20 Highway 265
Box 114
Candle Lake, SK
S0J 3E0

16.9 Time of the Essence

Time shall be the essence of this Agreement.

16.10 Counterparts

This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered will be deemed to be an original, and all such counterparts together will constitute one and the same instrument and, notwithstanding the date of execution, will be deemed to be dated as of the date written at the beginning of this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as at the ___ day of _____, 2024.

THE RESORT VILLAGE OF CANDLE LAKE

Per: _____
Name: Terry Kostyna
Title: Mayor

(Seal)

Per: _____
Name: Brent Lutz
Title: Chief Administrative Officer

WHITFORD CONSTRUCTION LTD.

Witness or Seal

Authorized Signatory

SCHEDULE "A"
DESCRIPTION OF THE LANDS

RE: Servicing Agreement

BETWEEN: **Whitford Construction Ltd.**

AND

The Resort Village of Candle Lake

Description and illustration of the lands being developed:

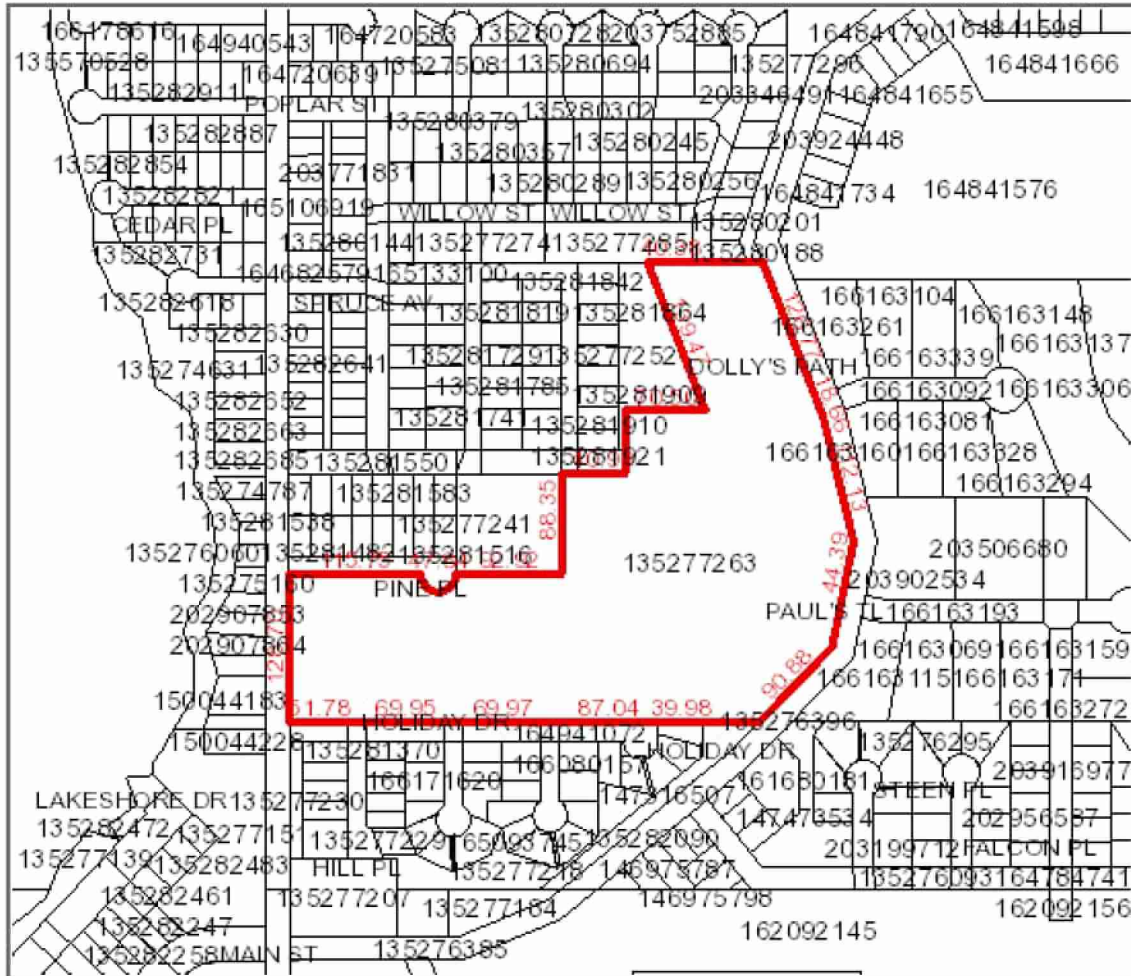
Blk/Par B- Plan 70PA03321 Ext 0
NW 16-55-22-W2M
Parcel No. 135277263

See next page for illustration of the lands.



Surface Parcel Number: 135277263

REQUEST DATE: Wed Mar 20 14:26:46 GMT-06:00 2024



Owner Name(s) : WHITFORD CONSTRUCTION LTD.
Municipality : RESORT VILLAGE OF CANDLE LAKE
Title Number(s) : 155036831
Parcel Class : Parcel (Generic)
Land Description : Blk/Par B-Plan 70PA03321 Ext 0
Source Quarter Section : NW-17-55-22-2
Commodity/Unit : Not Applicable

Area : 10.46 hectares (25.85 acres)
Converted Title Number : 97PA11909A
Ownership Share : 1:1

DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions or area of any parcel, refer to the plan, or consult a surveyor.

SCHEDULE "B"
PROPOSED PLAN OF SUBDIVISION

RE: Servicing Agreement

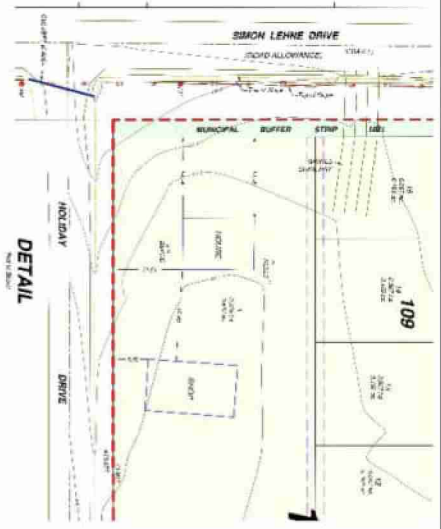
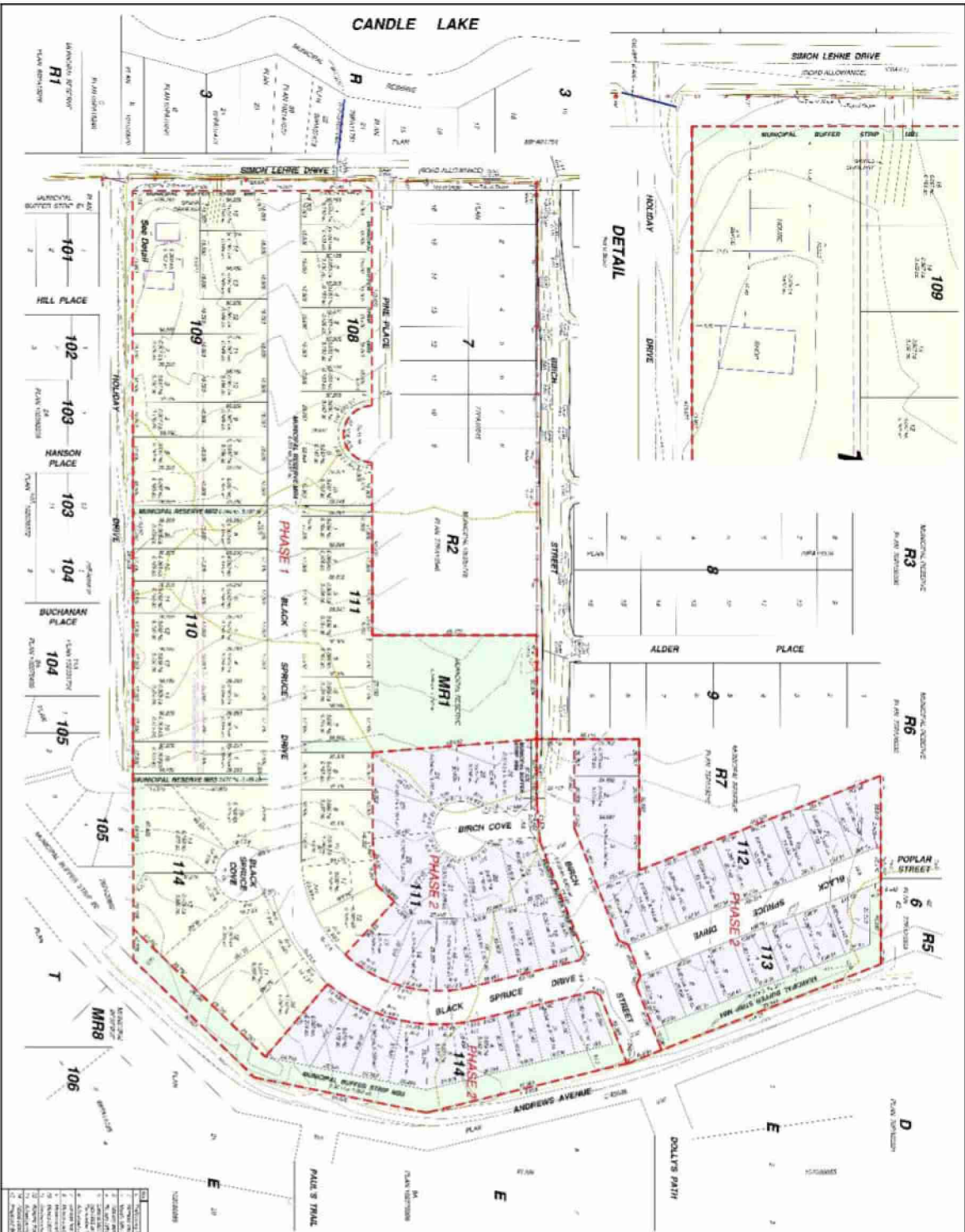
BETWEEN: **Whitford Construction Ltd.**

AND

The Resort Village of Candle Lake

Plan of Subdivision of Lands Being Subdivided:

See next page for Plan of Proposed Subdivision

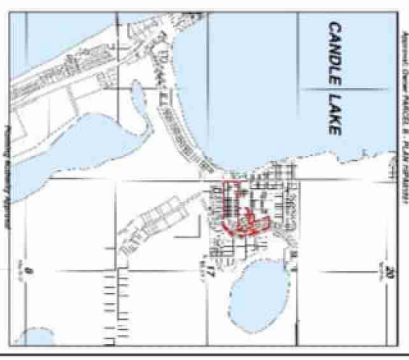


PLAN OF PROPOSED SUBDIVISION
 PARCEL B - PLAN 709A0321
 N.W. 1/4, SEC. 17, T19N 55-40E 22-W-284pc
 RESORT VILLAGE OF CANDLE LAKE, SK
 SCALE: 1"=50'

PROJ: Candie Lake, District of Columbia, DC, USA
 DATE: 10/15/2021
 TIME: 10:00 AM
 PROJECT: PARCEL B - PLAN 709A0321
 CLIENT: RESORT VILLAGE OF CANDLE LAKE, SK
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



NOTICE TO CONTRACTORS
 The undersigned hereby certifies that the above is a true and correct copy of the original plan as filed in the office of the Registrar of Titles, Regina, Saskatchewan, on this 15th day of October, 2021.
 [Signature]



NO.	DESCRIPTION	AREA (SQ. FT.)	AREA (ACRES)
1	LOT 101	10,000	0.23
2	LOT 102	10,000	0.23
3	LOT 103	10,000	0.23
4	LOT 104	10,000	0.23
5	LOT 105	10,000	0.23
6	LOT 106	10,000	0.23
7	LOT 107	10,000	0.23
8	LOT 108	10,000	0.23
9	LOT 109	10,000	0.23
10	LOT 110	10,000	0.23
11	LOT 111	10,000	0.23
12	LOT 112	10,000	0.23
13	LOT 113	10,000	0.23
14	LOT 114	10,000	0.23



SCHEDULE "C"
DESCRIPTION OF DEVELOPER WORK

All works associated with this subdivision shall be designed and constructed according to the standards as generally described herein:

1. ROADWAYS

1. Facilitate the completion of roadway design, prepared and sealed by a Civil Engineer licenced to practice in Saskatchewan. Specified roadway functional standards as follows:
 - i. Constructed roadways within the development area shall conform to functional standards provided in Resort Village of Candle Lake Roadway Detail 02-01.
 - i. In addition to elements shown in Detail 02-01, the following shall apply:
 1. Top surface of roadway shall receive single application of Calcium Chloride dust treatment, following issuance of the Completion Certificate.
 2. Top 500 mm of roadway embankment to be free of all organic material, and rocks with diameter larger than 75 mm.
 3. All slopes and ditches to have rocks and other debris in excess of 50 mm removed
 4. Topsoil to be placed and spread evenly over backslope, sideslope, and ditch surfaces as indicated and subsequently revegetated by seeding an approved grass seed mixture.
 - ii. Constructed Approaches within the development area shall conform to standards provided in Resort Village of Candle Lake Approach Detail 02-03. Approaches shall be constructed to widths indicated as "Residential".

2. STORMWATER MANAGEMENT

1. Facilitate the completion of a drainage design, prepared and sealed by a Civil Engineer licenced to practice in Saskatchewan. Criteria to be as follows:
 - i. Surface water run-off in lots, ditches, and specified outlet points to be designed as required to demonstrate ability to meet minimum 1:25 year return period, without adversely impacting adjacent or downstream developments.
 - ii. Ditch designs as required by the topography and to ensure positive drainage within the development. Minimum ditch width as indicated in Resort Village of Candle Lake Drainage Swale Detail 01-01
 - iii. Major culverts or drainage works to be designed in accordance with requirements of applicable regulatory bodies, which include but are not limited to Water Security Agency, Saskatchewan Environment, and Department of Fisheries and Oceans.
 - i. Developer to assume responsibility to obtain all necessary permits attributable to their specified works from fore-listed regulatory agencies prior to commencing work.

3. PARKS AND PATHWAYS

1. Collaborate with the Municipality to design and construct the park and associated improvements within Parcel R2 and proposed parcel MR1 as generally described by the approved Concept Plan dated February 2, 2024. The Developer is responsible for 40% of the combined cost for designing and constructing the park and associated improvements. Further agreements may be executed between the parties to define the coordination of construction of the park and associated amenities.

2. Facilitate the completion of the design and construction of all new pathways within the boundaries of the current phase of subdivision. This includes the 'New On-Street Walkway' along Holiday Drive and the 'New Pathway' along Simon Lehne Drive as described within Figure 6. SK 05 of the approved Concept Plan dated February 2, 2024. The new paths will be constructed as described by the Resort Village of Candle Lake Walking Path Detail 02-04.

SPRUCE GROVE - PHASE 1

CANDLE LAKE, SK.

ISSUE: FOR PERMIT

DATE: FEBRUARY 02, 2024

- LIST OF DRAWINGS
- C-101 ORIGINAL CONTOUR PLAN
 - C-102 LOT GRADING 1 OF 2
 - C-103 LOT GRADING 2 OF 2
 - C-104 SIGNAGE / LIGHTING PLAN
 - C-105 BLACK SPRUCE DRIVE PLAN PROFILE 0+000 TO 0+340
 - C-106 BLACK SPRUCE DRIVE PLAN PROFILE 0+340 TO 0+540
 - C-107 BLACK SPRUCE DRIVE PLAN PROFILE 0+540 TO 0+620
 - C-108 BIRCH STREET 1+000 TO 1+200
 - C-109 BLACK SPRUCE COVE PLAN PROFILE 2+000 TO 2+060
 - C-110 SIMON LEHNE DRIVE PLAN PROFILE 1+000 TO 1+170
 - C-111 SIMON LEHNE DRIVE PLAN PROFILE 1+160 TO 1+270
 - C-112 CROSS SECTIONS
 - C-113 DETAILS
 - C-114 DETAILS



OWNER

CLINT WHITFORD
SHERMAN ST. SU. 100

CONSULTANT



LANDWORKS CIVIL ENGINEERING LTD.
1000 SHERMAN ST. UNIT 210
VICTORIA, BC V8M 1G1

SCALE



THIS DRAWING IS COPYRIGHT PROTECTED. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND REPORT ANY ERRORS AND OMISSIONS TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORK.

DATE: FEBRUARY 03, 2024
SCALE: 1:1000
DRAWN BY: C. BALCH/CH/BA
CHECKED BY: A. MATHIAS/AM
THE BAR ABOVE SHOULD BE 20 mm

NO.	DATE	ISSUE/REVISION	DESCRIPTION
A. 1.			
A. 2.			
A. 3.			
A. 4.			
A. 5.			
A. 6.			
A. 7.			
A. 8.			
A. 9.			
A. 10.			

- GENERAL NOTES
- VERTICAL COORDINATE SYSTEM COVERS THE ENTIRE PROJECT AREA.
 - GROUND ELEVATION AT DWELLING PROVIDED FOR REFERENCE ONLY. THE FINISH FLOOR ELEVATION AT THE DWELLING SHALL BE PROVIDED TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORK.
 - SEE GEOTECHNICAL REPORT FOR THE PROJECT AREA FOR MORE INFORMATION.
 - SEE GEOTECHNICAL REPORT FOR THE PROJECT AREA FOR MORE INFORMATION.

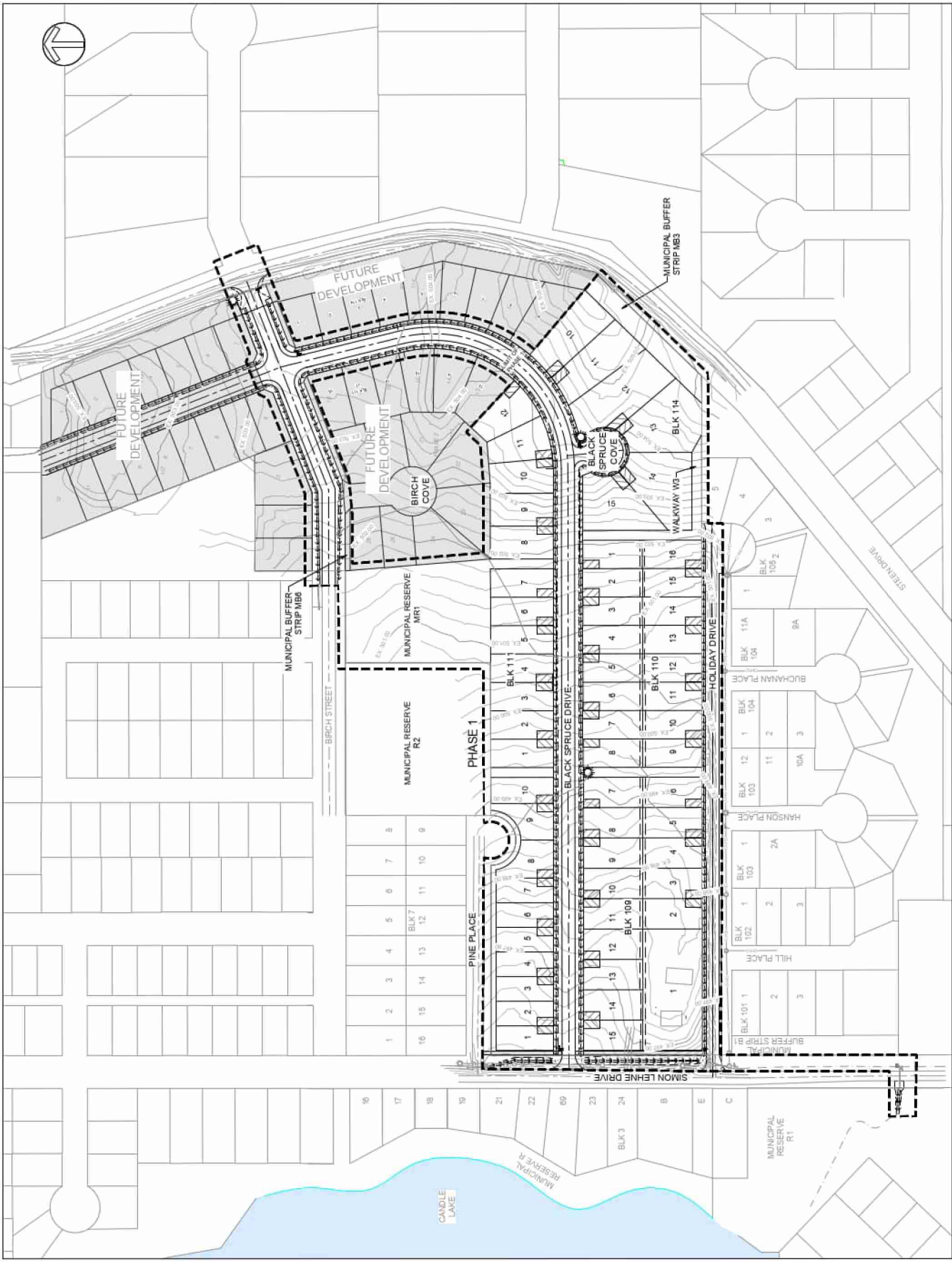
PROJECT: SPRUCE GROVE CANDLE LAKE

TITLE: ORIGINAL CONTOUR PLAN

DWG No. C-101

SHEET 1 of 14

ISSUE REVISION: A-0



OWNER
CLINT WHITFORD
1000 WALKWAY
SPRINGER, ONT. L0P 0P0

CONSULTANT
Landworks
Civil Engineering Ltd.

LANDWORKS CIVIL ENGINEERING LTD.
1100 BAYVIEW AVE. UNIT 210
SCARBOROUGH, ONT. M1B 2Y7



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DATE: FEBRUARY 15, 2024
SCALE: 1:500
SCALE CHECK: []
DRAWN BY: C. BALCHUN
THE BAR ABOVE: []
CHECKED BY: A. KISHOR
REVISION: []

NO.	DATE	DESCRIPTION
1		ISSUED FOR PERMIT
2		ISSUED FOR CONSTRUCTION

- GENERAL NOTES:
- VERTICAL CURVATURE SYSTEM COVERED DRAWING.
 - GRAVING DEVIATIONS FROM THE PROVIDED AS SHOWN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 - DRIVEWAYS SHALL BE CONSTRUCTED TO A 1% SLOPE AWAY FROM THE CURB AND SHALL BE FINISHED WITH A 1% SLOPE AWAY FROM THE CURB.
 - TOPSOIL REPAIRS SHALL BE REQUIRED TO BE COMPLETED WITHIN 14 DAYS OF THE DATE OF THE DRAWING.
 - TOPSOIL REPAIRS SHALL BE REQUIRED TO BE COMPLETED WITHIN 14 DAYS OF THE DATE OF THE DRAWING.
 - TOPSOIL REPAIRS SHALL BE REQUIRED TO BE COMPLETED WITHIN 14 DAYS OF THE DATE OF THE DRAWING.
 - TOPSOIL REPAIRS SHALL BE REQUIRED TO BE COMPLETED WITHIN 14 DAYS OF THE DATE OF THE DRAWING.

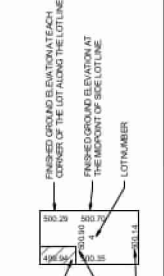
PROJECT: **SPRUCE GROVE CANDLE LAKE**

TITLE: **LOT GRADING 1 OF 2**

DWG No. **C-102**

SHEET 2 of 14

ISSUE REVISION: **B-0**



OWNER
CLINT WHITFORD
17050 50TH AVENUE SW
SHRIMPENSA, BC V0J 0P0

CONSULTANT
Landworks
Civil Engineering Ltd.
LANDWORKS CIVIL ENGINEERING LTD.
1875 BRUCE STREET, UNIT 210
VICTORIA, BC V8M 2S7

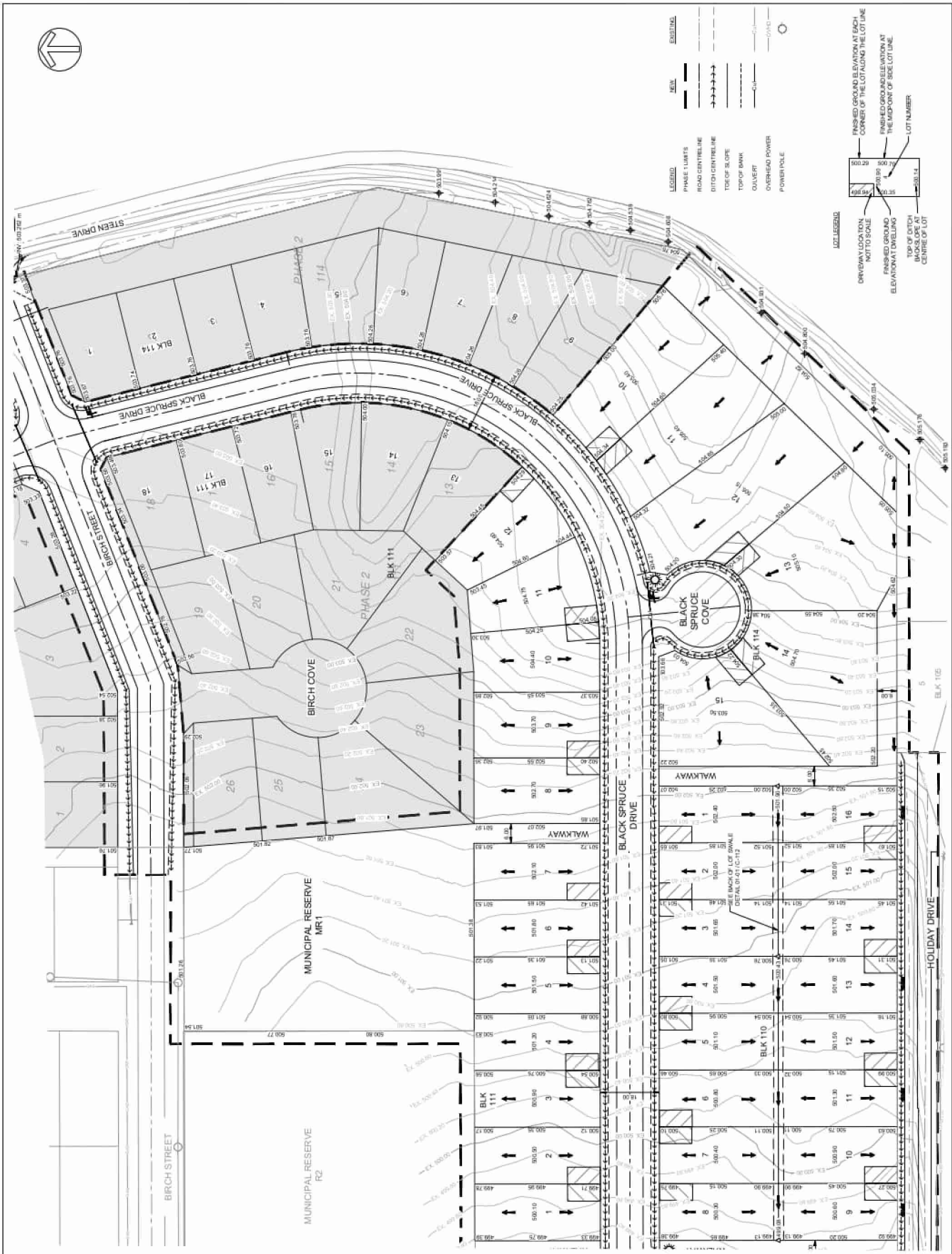


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DATE: FEBRUARY 12, 2024
SCALE: 1:500
SCALE CHANGES: THE BAR ABOVE IS INCLUDED IN THE SCALE
DRAWN BY: A. BUCHHEIM
CHECKED BY: C. BAL CHEN

NO.	DATE	ISSUE DESCRIPTION
1	2024.02.12	ISSUED FOR PERMIT
2		
3		
4		
5		
6		

GENERAL NOTES:
1. VERTICAL CURVATURE SYSTEM COORDINATE
2. GRADING ELEVATIONS AT DWELLING IS PROVIDED AS INDICATED AND IS RESPONSIBLE AT THE DWELLING LOCATION.
3. DRAINAGE SHALL BE CONDUCTED TO SLOPE AWAY FROM THE LOT AND TO THE NEAREST ADJACENT SLOPE OF A NEIGHBORING LOT OR TO THE NEAREST ADJACENT SLOPE OF A NEIGHBORING LOT OR TO THE NEAREST ADJACENT SLOPE OF A NEIGHBORING LOT.
4. GEOTECHNICAL INVESTIGATION IS REQUIRED FOR ALL FOUNDATION WORK.
5. TOPSOIL REPAIRS SHALL BE REQUIRED TO BE PROVIDED TO THE NEAREST ADJACENT SLOPE OF A NEIGHBORING LOT OR TO THE NEAREST ADJACENT SLOPE OF A NEIGHBORING LOT WITH SLOPE PROTECTION TO BE PROVIDED TO THE NEAREST ADJACENT SLOPE OF A NEIGHBORING LOT.
6. SEE APPROACH DETAIL

PROJECT: SPRUCE GROVE CANDLE LAKE
TITLE: LOT GRADING 2 OF 2
DWG No. C-103
SHEET 3 of 14
ISSUE REVISION: B-0



OWNER

CLIENT: WHITFORD
PROJECT: 10
SHEWAN SK 301040

CONSULTANT



LAM ENGINEERING LTD
1000 UNIVERSITY AVENUE
REGINA SK S4T 2E3

SCALE



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COPIED, OR TRANSMITTED IN ANY FORM OR BY
ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT
THE WRITTEN PERMISSION OF LAM ENGINEERING LTD.
DATE: FEBRUARY 27, 2024 SCALE: 1:1000
PROJECT: 10 SHEWAN SK 301040
DRAWN BY: A. MCKENZIE
CHECKED BY: C. MCKENZIE
APPROVED BY: THE ENGINEER

REVISIONS

NO.	DATE	BY	DESCRIPTION

GENERAL NOTES

- 1. Proposed Lights

PROJECT

SPRUCE GROVE
CANDLE LAKE

TITLE

SIGNAGE / LIGHTING
PLAN

DWG No. C-104

REGISTRATION

SHEET 4 of 14

A-0



LEGEND

ROAD SIGN

EXISTING

NEW

OWNER

CLINT WHITFORD
MANAGER
SHEWANSON SUJPH

CONSULTANT



LANDWORKS CIVIL ENGINEERING LTD.
1100 SHERBOURNE UNIT 210
REIMSIDE, ONT L0E 1E0

SCALE



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DATE: FEBRUARY 02, 2024
SCALE: AS SHOWN
DRAWN BY: A. KISHOR
CHECKED BY: C. B. CHEN
THE BAR ABOVE SHOULD BE 20 mm

NO.	DATE	DESCRIPTION
1		ISSUED FOR PERMIT
2		ISSUED FOR CONSTRUCTION

GENERAL NOTES
1. TOP SURFACE ELEVATION WILL BE REQUIRED TO BE SHOWN FOR ALL POINTS WITHIN SHOWN ROADWAY RIGHT OF WAY.

PROJECT

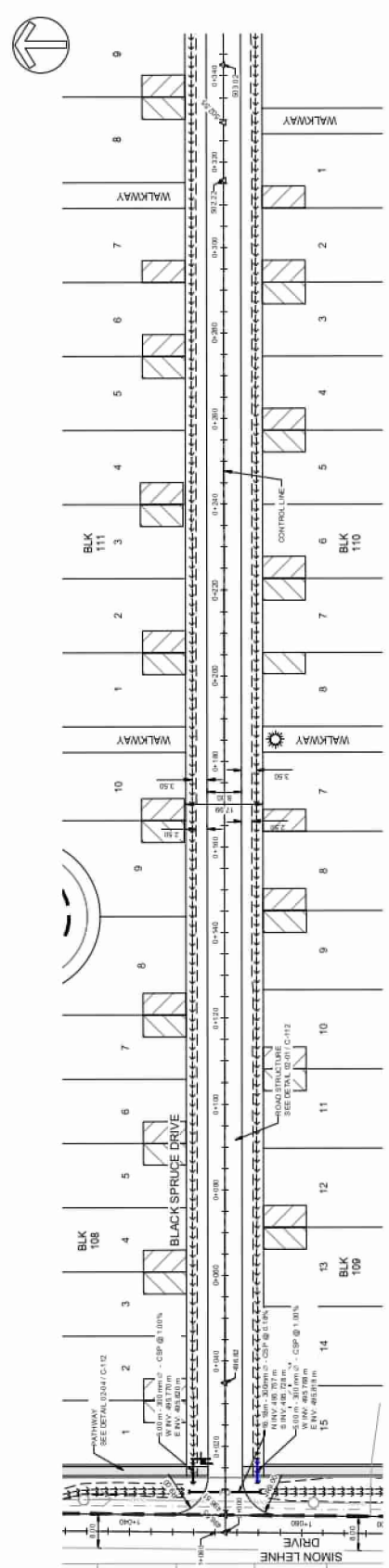
SPRUCE GROVE
CANDLE LAKE

TITLE

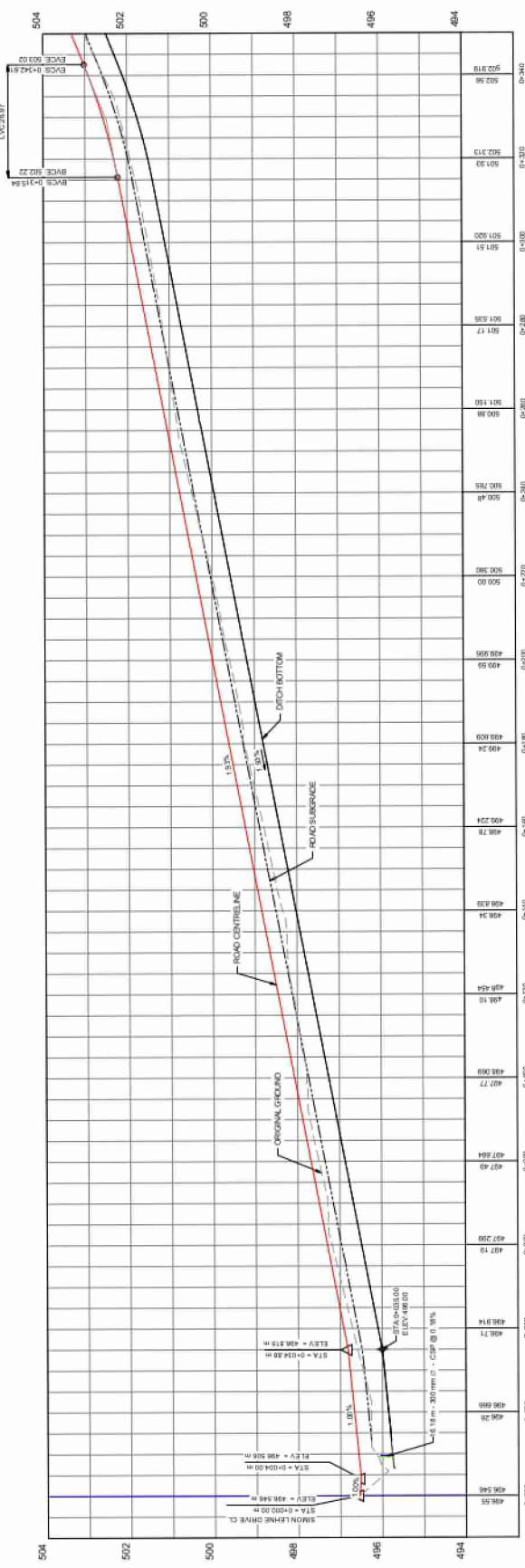
BLACK SPRUCE DRIVE
PLAN PROFILE
0+000 TO 0+340

DWG No. C-105

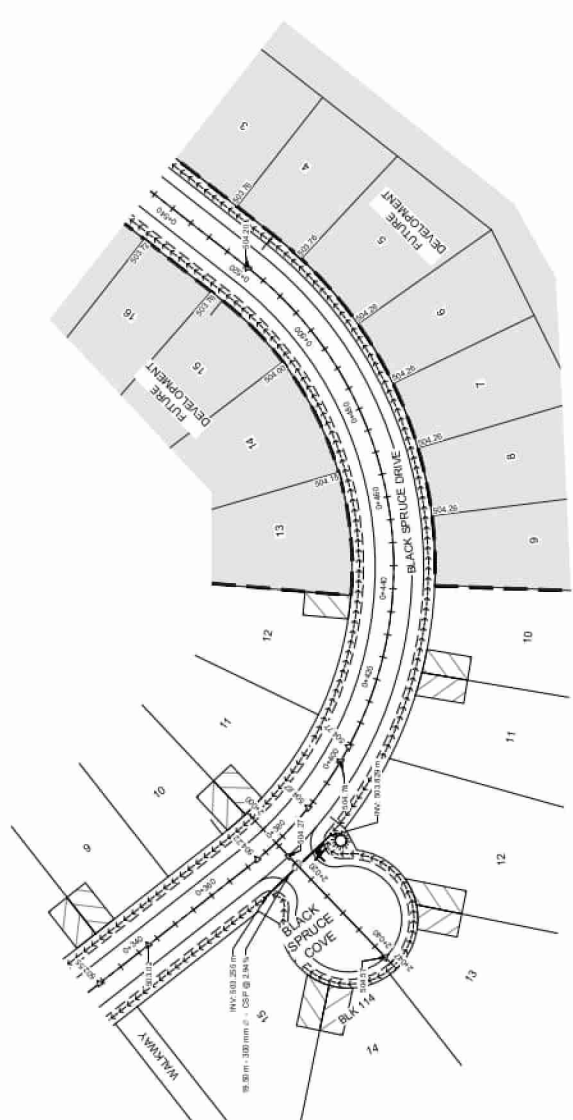
ISSUE REVISION
B-0



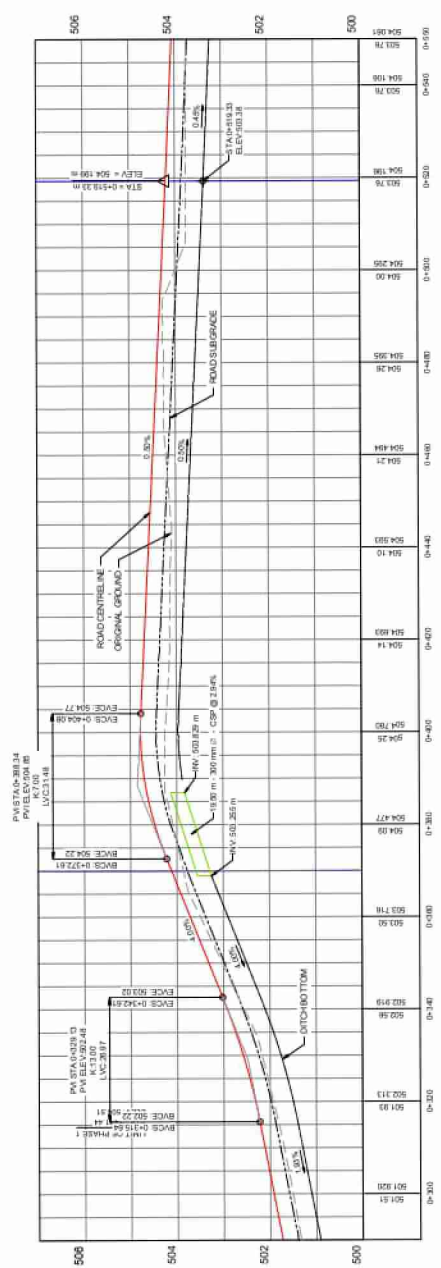
BLACK SPRUCE DRIVE
SCALE 1:500



BLACK SPRUCE DRIVE
SCALE 1:50



BLACK SPRUCE DRIVE
SCALE 1:500



BLACK SPRUCE DRIVE
SCALE 1:500
V. SCALE 1:50

OWNER
CLINT WHITFORD
1450
SHERMAN ST. SU. 100

CONSULTANT
Landworks
Civil Engineering Ltd.
LANDWORKS CIVIL ENGINEERING LTD.
1180 SHERMAN STREET UNIT 210
VICTORIA BC V8P 2E3



SEAL
REGISTERED PROFESSIONAL ENGINEER
CIVIL ENGINEERING
C. BAL CHEN
LICENSE NO. 12027
ISSUED 2014

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DATE: FEBRUARY 13, 2024
SCALE: AS SHOWN
SCALE CHECK: _____
DESIGNED BY: C. BAL CHEN
DRAWN BY: A. KUNYUKHA
CHECKED BY: _____
SCALE: AS SHOWN
THE BAR ABOVE SHOULD BE 20 mm

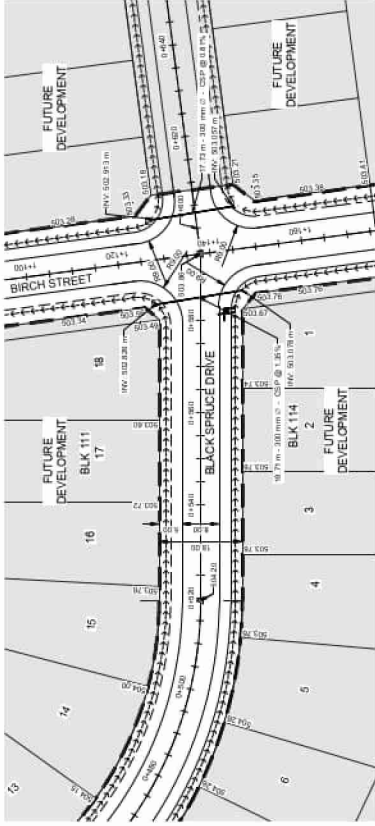
NO.	DATE	DESCRIPTION
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GENERAL NOTES
1. TOP SURFACE ELEVATION WILL BE REQUIRED TO BE WITHIN 100 mm OF THE FINISHED GRADE WITHIN SHOWN ROADWAY RIGHT OF WAY.

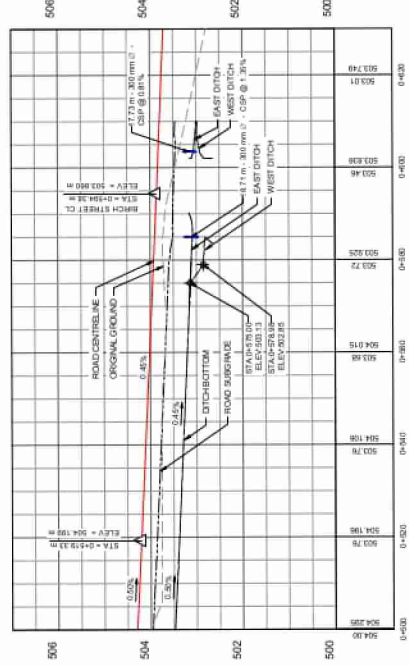
PROJECT:
**SPRUCE GROVE
CANDLE LAKE**

TITLE:
**BLACK SPRUCE DRIVE
PLAN PROFILE
0+340 TO 0+540**

DWG No. C-106
SHEET 6 of 14
ISSUE REVISION
B-0



BLACK SPRUCE DRIVE
SCALE 1:500



BLACK SPRUCE DRIVE
H SCALE 1:500
V SCALE 1:50

OWNER
CLINT WHITFORD
1755
SHPANASK SU 040

CONSULTANT
Landworks
Civil Engineering Ltd.
LANDWORKS CIVIL ENGINEERING LTD
1185 BURNHAMTHORPE DRIVE UNIT 210
SCARBOROUGH, ONT M1V 4E7



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DATE: FEBRUARY 02, 2024
SCALE: AS SHOWN
DESIGNED BY: C. BALA CHANDRA
DRAWN BY: A. KISHOR CHAKRAVARTY
SCALE CHECK: A. KISHOR CHAKRAVARTY
THE BAR ABOVE SHOULD BE 20 mm

NO.	DATE	DESCRIPTION
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GENERAL NOTES
1. TOPS OF REPAIRMENT SHALL BE REQUIRED TO BE WITHIN 100MM OF ORIGINAL FINISH TOPS WITHIN 500MM ROADWAY FRONT OF WAY.

PROJECT
SPRUCE GROVE
CANDLE LAKE

TITLE
BLACK SPRUCE DRIVE
PLAN PROFILE
0+540 TO 0+620

DWG No. C-107
SHEET 7 of 14
ISSUE REVISION
B-0

OWNER
CLINT WHITFORD
1000
SHPMANCK SU 040

CONSULTANT
Landworks
Civil Engineering Ltd.
LANDWORKS CIVIL ENGINEERING LTD
BIRCHMOUNT UNIT 210
FERNVALE CRT 253

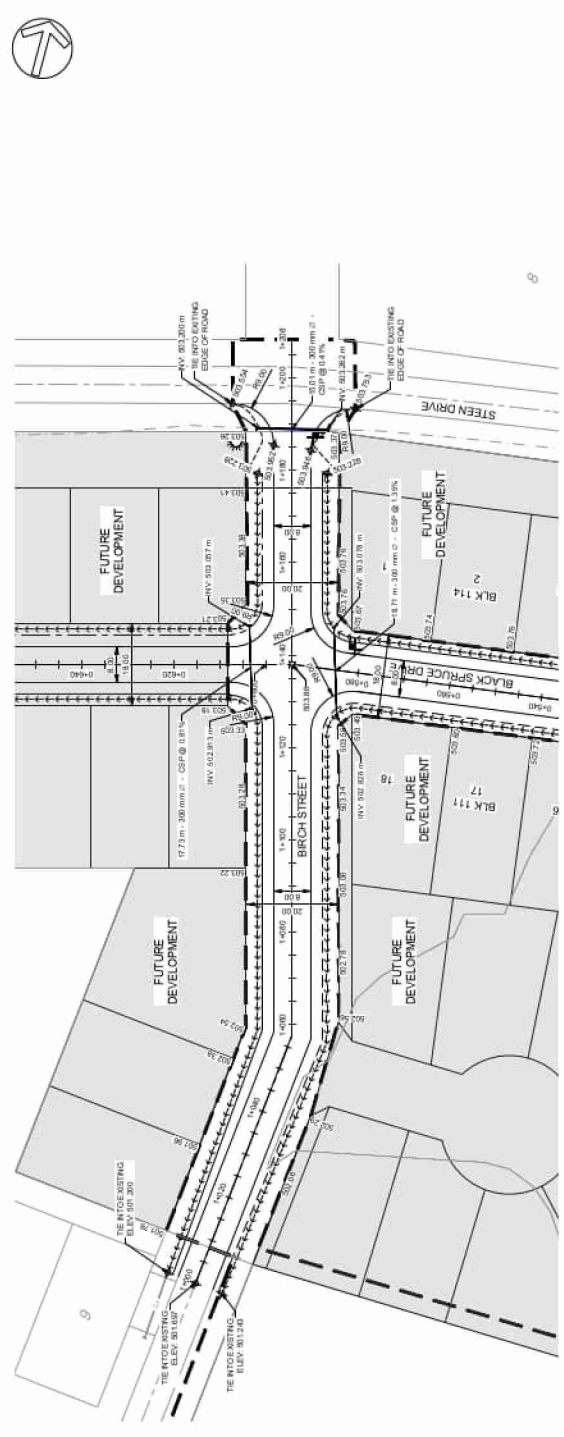


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DATE: FEBRUARY 03, 2024
SCALE: AS SHOWN
DRAWN BY: A. BONDURAS
CHECKED BY: C. BONDURAS
SCALE: AS SHOWN
THE BAR ABOVE SHOULD BE 20 mm

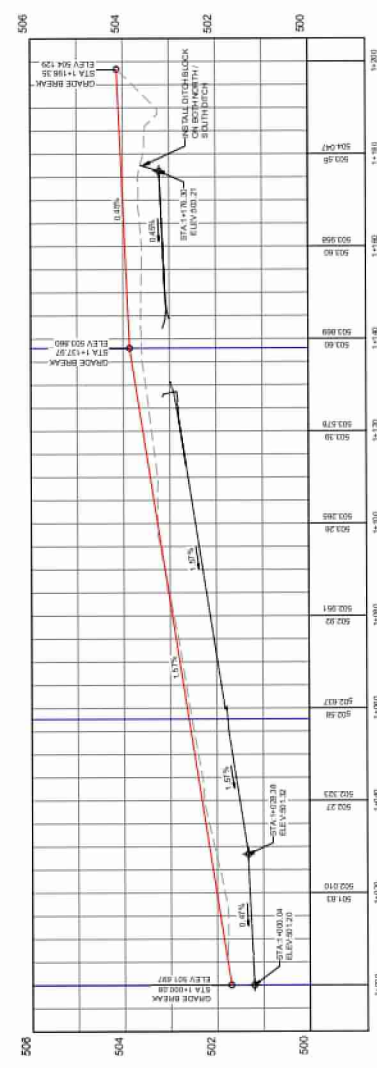
NO	DATE	DESCRIPTION
1		ISSUED FOR PERMIT
2		ISSUED FOR PERMIT
3		ISSUED FOR PERMIT
4		ISSUED FOR PERMIT
5		ISSUED FOR PERMIT

GENERAL NOTES
1. TOPS OF INFRASTRUCTURE WILL BE REQUIRED TO BE SHOWN WITHIN 100mm OF THE ACTUAL TOPS WITHIN SHOWN ROADWAY FRONT OF WAY

PROJECT:
SPRUCE GROVE
CANDLE LAKE
TITLE:
BIRCH STREET
PLAN PROFILE
1+000 TO 1+200
DWG No. C-108
ISSUE REVISION
SHEET 8 of 14
B-0



BIRCH STREET
SCALE 1:500



BIRCH STREET PROFILE
H SCALE 1:500
V SCALE 1:50



CLINT WHITFORD
 CIVIL ENGINEER
 SHIPMANCK 201/040

CONSULTANT



LANDWORKS CIVIL ENGINEERING LTD.
 1180 SHERBOURNE UNIT 210
 TORONTO, ONT. M5R 1A7

SEAL



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DATE: FEBRUARY 02, 2024
 SCALE: AS SHOWN
 DESIGNED BY: C. BAI, CIVIL ENGR.
 DRAWN BY: A. KISHOR, CIVIL ENGR.
 CHECKED BY: A. KISHOR, CIVIL ENGR.
 THE BAR ABOVE SHOULD BE 20 mm

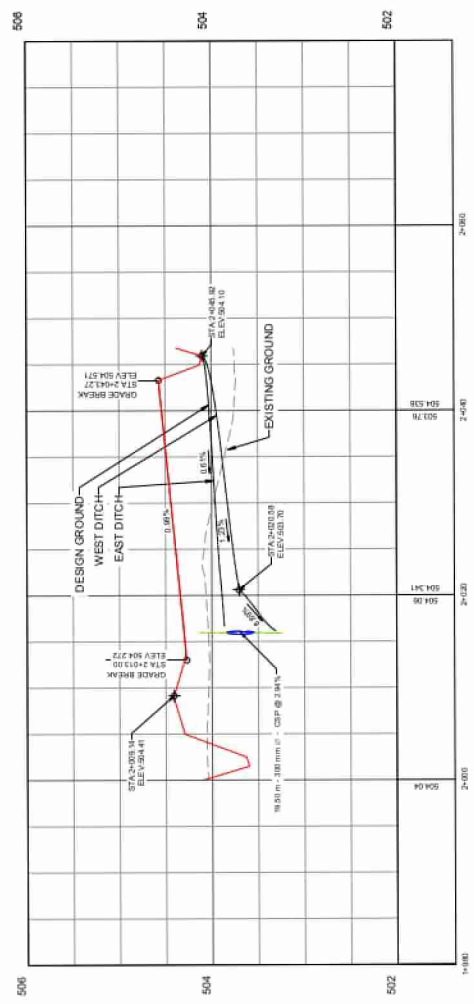
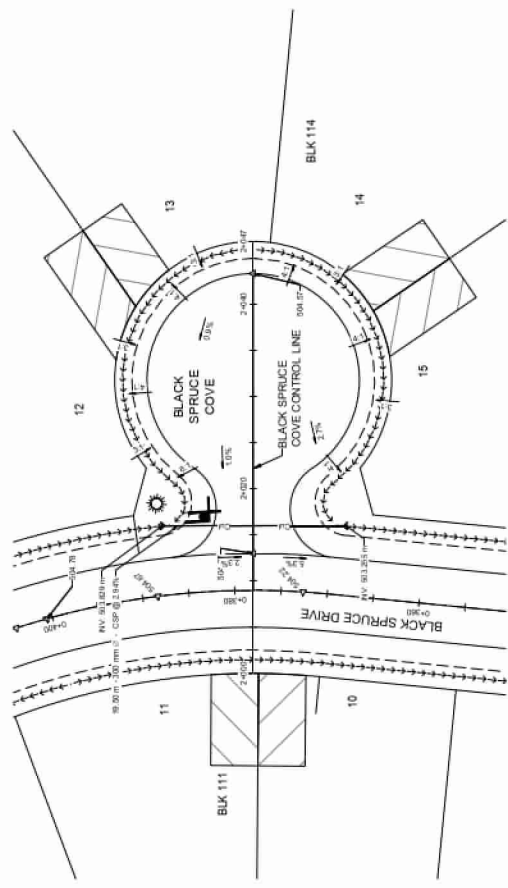
NO.	DATE	DESCRIPTION
1		ISSUED FOR PERMIT
2		ISSUED FOR REVIEW
3		
4		
5		

GENERAL NOTES
 1. TOPS OF REPLACEMENT SHALL BE REQUIRED TO BE FINISHED TO MATCH EXISTING GRADE WITHIN SHOWN ROADWAY RIGHT OF WAY.

PROJECT
 SPRUCE GROVE
 CANDLE LAKE

TITLE
 BLACK SPRUCE COVE
 PLAN PROFILE
 2+000 TO 2+060

DWG No. C-109
 SHEET 09 of 14
 ISSUE REVISION
 B-0



OWNER
CLINT WHITFORD
SPRMANCX 20190

CONSULTANT
Landworks
Civil Engineering Ltd.
LANDWORKS CIVIL ENGINEERING LTD
11800 LESLIE DRIVE UNIT 210
REXDALE, ONT. L9R 4K3



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DATE: FEBRUARY 02, 2024
SCALE: AS SHOWN
DESIGNED BY: C. BAL CHEN
DRAWN BY: A. KISHORAN
THE BAR ABOVE SHOULD BE 20 mm

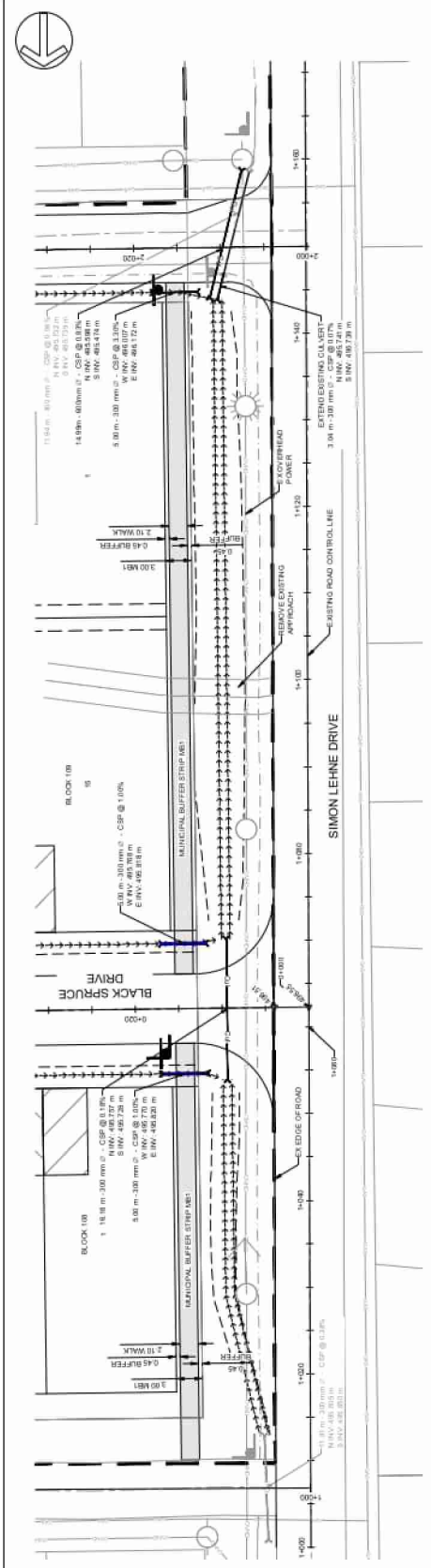
NO.	DATE	DESCRIPTION
1		ISSUED FOR PERMIT
2		ISSUED FOR CONSTRUCTION

GENERAL NOTES
1. VERTICAL CURVE DATA DERIVED FROM THE VERTICAL ALIGNMENT DESIGN. DEVELOPER TO COORDINATE WITH CONSTRUCTION WITH SAMPSONER, SLOPE OF ROADWAY TO BE MAINTAINED TO AVOID IMPACT TO UTILITY POLE.

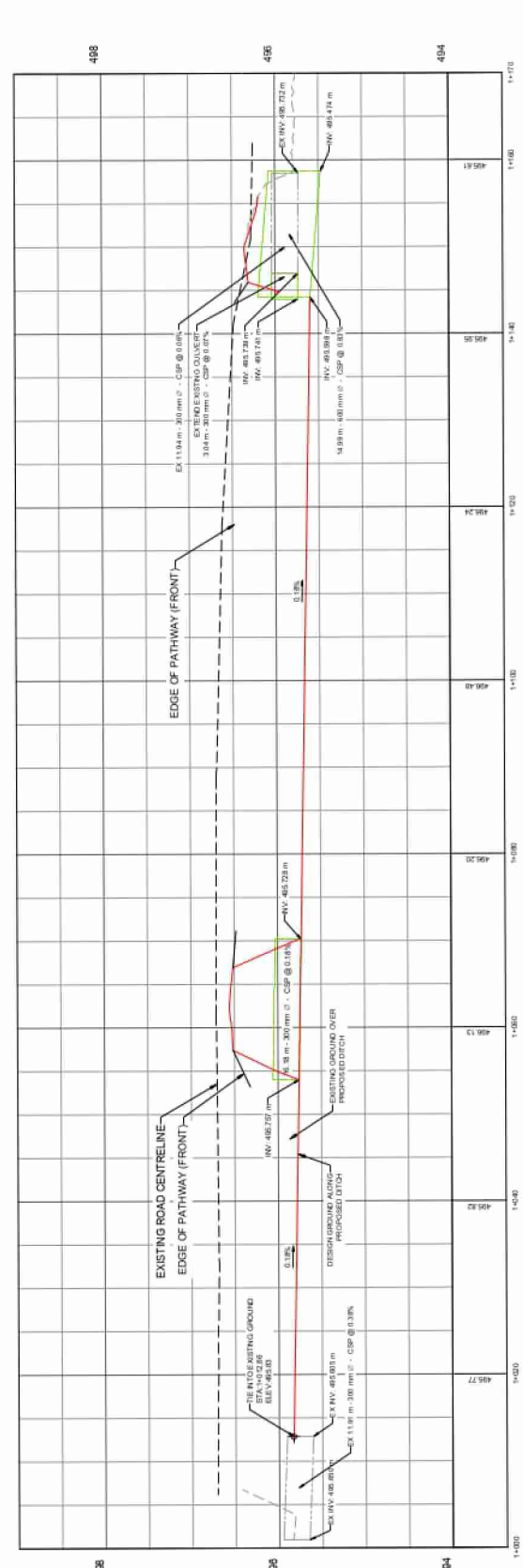
PROJECT:
SPRUCE GROVE
CANDLE LAKE

TITLE:
SIMON LEHNE DRIVE
PLAN PROFILE
1+000 TO 1+170

DWG No. C-110
SHEET 10 of 14
ISSUE REVISION
B-0



SIMON LEHNE DRIVE
SCALE 1:200



SIMON LEHNE DRIVE PROFILE
SCALE 1:20
V SCALE 1:5



OWNER
CLINT WHITFORD
KAY
SHPANICK SUJPH

CONSULTANT
Landworks
Civil Engineering Ltd.

LANDWORKS CIVIL ENGINEERING LTD.
1800 SHERBOURNE UNIT 210
REYNOLDS, ONT L8E 2E1

SEAL



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DATE: FEBRUARY 02, 2024
SCALE: AS SHOWN
DESIGNED BY: C. BAI, CHEN, CHIA
DRAWN BY: A. KENYON, CHIA
CHECKED BY: A. KENYON, CHIA
THE BAR ABOVE SHOULD BE 20 mm

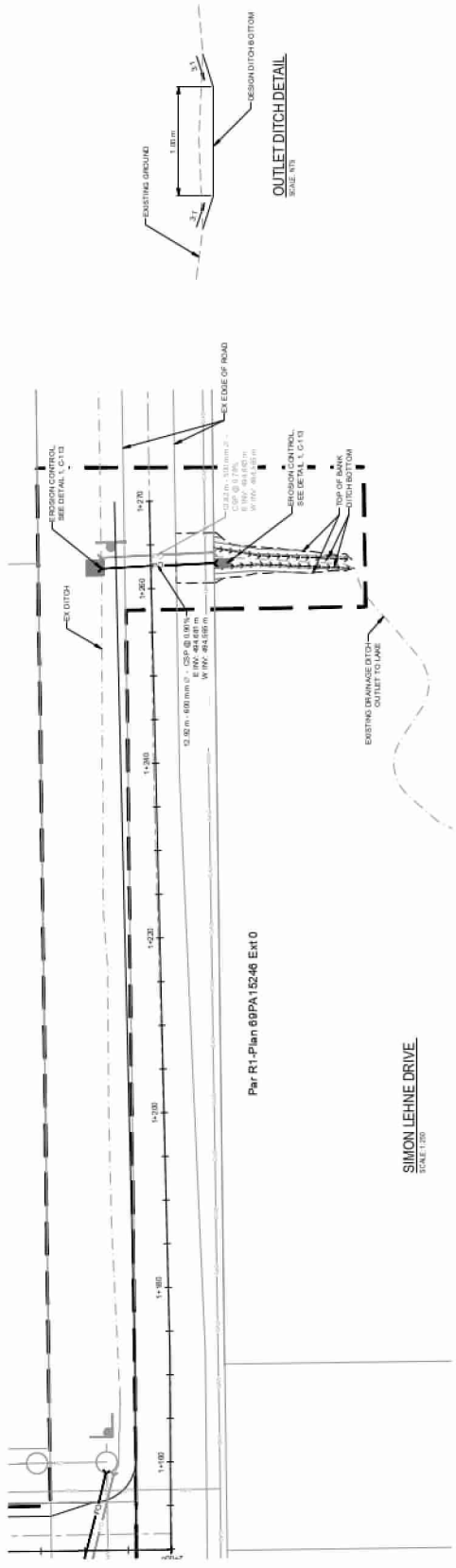
NO.	REVISED	ISSUE/REVISION	DATE	DESCRIPTION

GENERAL NOTES
1. TOPS OF INFRASTRUCTURE WILL BE REQUIRED TO BE WITHIN 100 mm OF THE FINISHED GRADE WITHIN SHOWN ROADWAY RIGHT OF WAY.

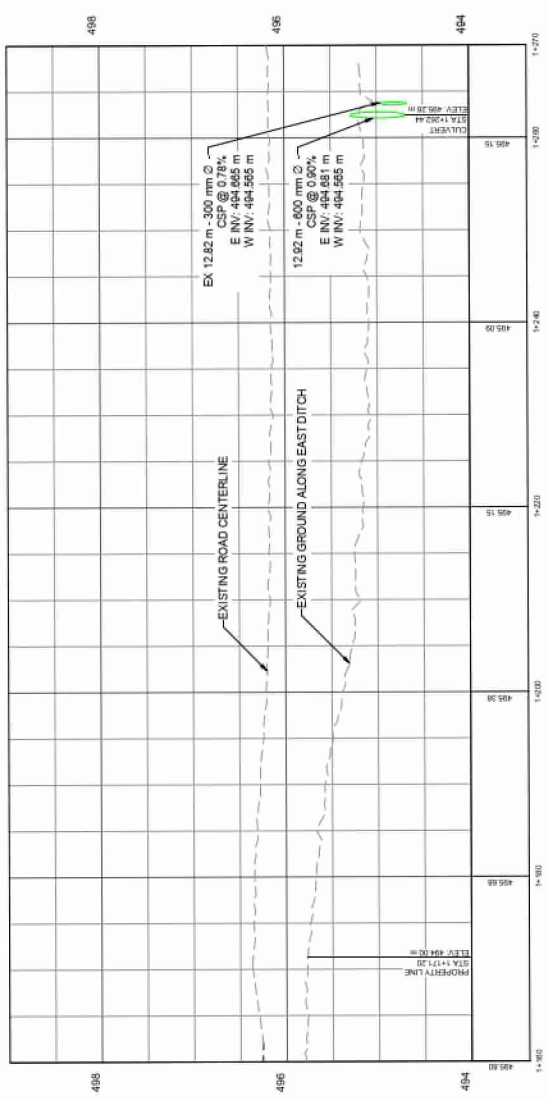
PROJECT
SPRUCE GROVE
CANDLE LAKE

TITLE
SIMON LEHNE DRIVE
PLAN PROFILE
1+160 TO 1+270

DWG No. C-111
SHEET 11 of 14
ISSUE/REVISION
B-0



SIMON LEHNE DRIVE
TABLE 1.00



SIMON LEHNE DRIVE PROFILE
TABLE 1.01
SCALE: 1:50

OWNER

CLINT WHITFORD
SPRMANCK SU 1/0

CONSULTANT



LANDWORKS CIVIL ENGINEERING LTD.
1800 SHERBOURNE UNIT 210
FERRISBURG, ON L2E 1E2

SEAL



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DATE: FEBRUARY 02, 2024
SCALE: AS SHOWN
DESIGNED BY: C. BAL CHEN
DRAWN BY: A. KISHOR
CHECKED BY: A. KISHOR

NO.	ISSUE/REVISION	DATE	DESCRIPTION
A. 1.	ISSUED FOR REVIEW		

GENERAL NOTES

PROJECT

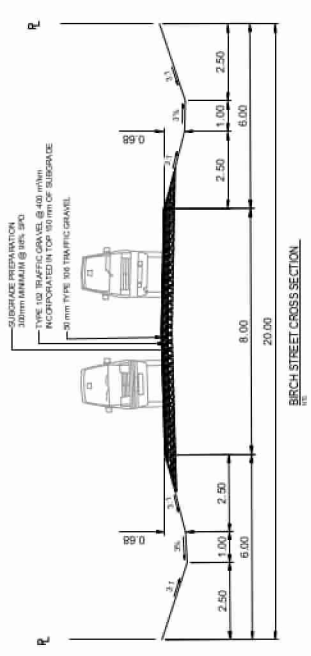
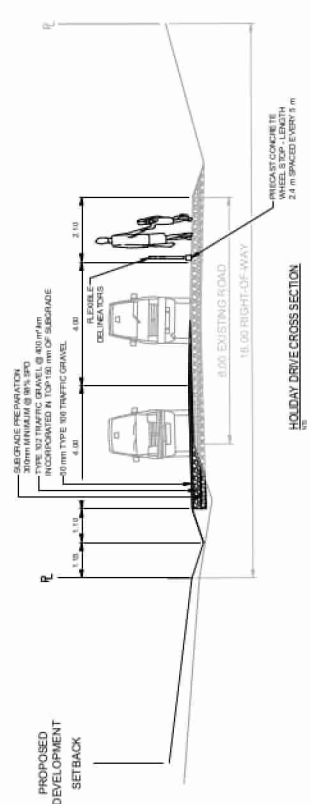
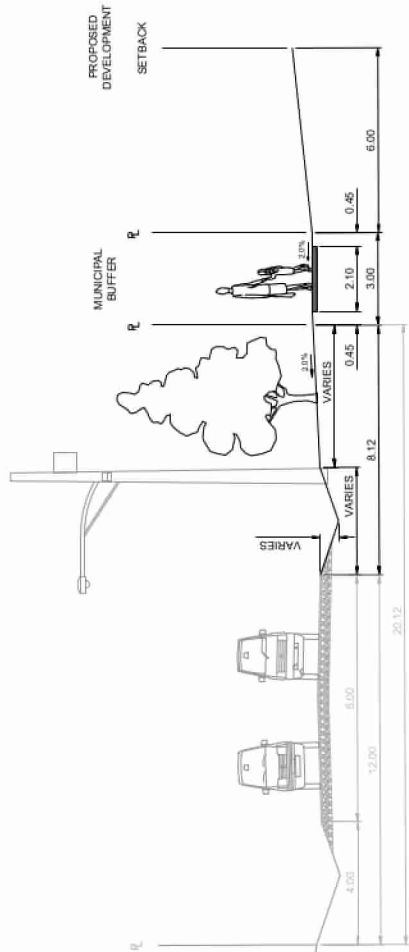
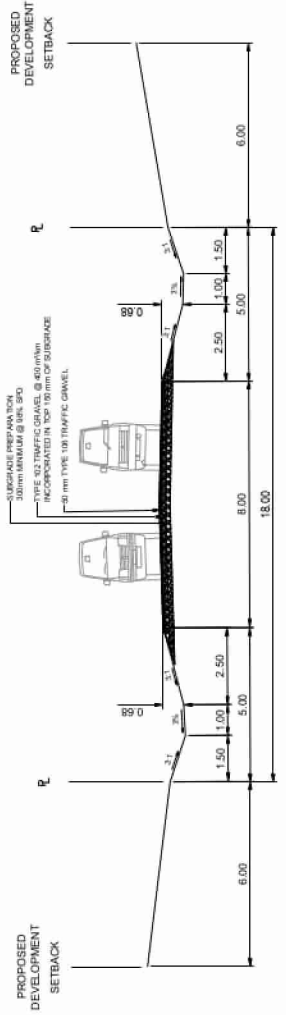
SPRUCE GROVE
CANDLE LAKE

TITLE

CROSS SECTIONS

DWG No. C-112
SHEET 12 of 14

ISSUE REVISION
A-0



OWNER

CLINT WHITFORD
VANCE
SHEPANSKY SUJPH

CONSULTANT



LANDWORKS CIVIL ENGINEERING LTD.
1810 SHERBOURNE AVENUE UNIT 210
REXDALE, ONT. L9L 1S7

SEAL



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DATE: JANUARY 31, 2024
SCALE: NTS
DESIGNED BY: C. BALA CHANDRA
DRAWN BY: A. KISHOR CHAUX
CHECKED BY: A. KISHOR CHAUX

NO.	DATE	DESCRIPTION
A	1	ISSUED FOR REVIEW
A	2	ISSUED FOR REVIEW

GENERAL NOTES

PROJECT

SPRUCE GROVE
CANDLE LAKE

TITLE

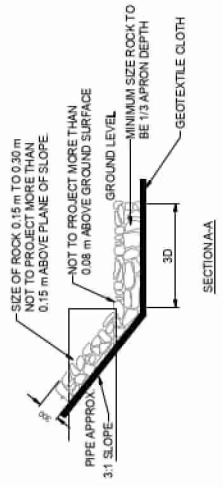
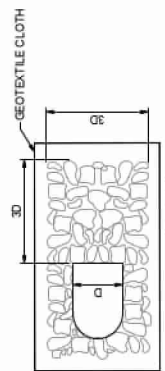
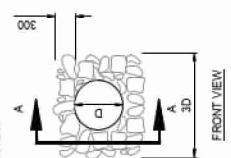
DETAILS

DWG No. C-113

ISSUE REVISION
SHEET 13 of 14 A-0

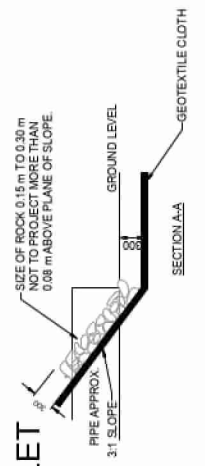
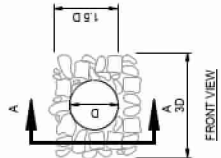
OUTLET

- NOTE:**
- RIP RAP TO BE UNDERLAIN BY MEDIUM THICKNESS GEO-TEXTILE FILTER CLOTH THAT IS KEVED INTO NATIVE MATERIAL AT ALL EDGES OF CULVERT.
 - ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE NOTED.



D (mm)	300	400	450	500	600	700	800	900	1000	1200	1400	1600	1800	2000
APRON DEPTH	0.45 m													
	0.60 m													
	0.75 m													

INLET



TOTAL QUANTITIES OF RIP-RAP IN CUBIC METRES														
D (mm)	300	400	450	500	600	700	800	900	1000	1200	1400	1600	1800	2000
INLET	0.32	0.56	0.71	0.88	1.27	1.73	2.26	2.85	3.52	5.07	6.91	9.02	11.42	14.10
OUTLET	0.76	1.42	1.73	2.08	2.86	3.77	4.80	5.95	8.65	12.19	16.32	21.06	30.89	37.86
TOTAL	1.08	1.98	2.44	2.96	4.13	5.50	7.06	8.80	12.17	17.26	23.23	30.07	42.31	51.96

EROSION CONTROL AT CULVERTS
SCALE: NTS

OWNER
CLINT WHITFORD
12345 WALKER
SPRINGSBOK, SD 57040

CONSULTANT
Landworks
Civil Engineering Ltd.
LANDWORKS CIVIL ENGINEERING LTD
1150 PACIFIC STREET, UNIT 210
WINNIPEG, SF 1R3T5

REGAL

Professional Civil Engineer, Saskatchewan
LICENSING BOARD FOR PROFESSIONAL ENGINEERS
LANDWORKS CIVIL ENGINEERING LTD
1150 PACIFIC STREET, UNIT 210
WINNIPEG, SF 1R3T5
O.P.S. No. 49957

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DATE: FEBRUARY 15, 2024
SCALE: NTS
SUBMITTED BY: A. BAL CHEN
PROJECT: THE BAR AB-OVE
SHEET NO: SHEET 14 OF 20

REVISIONS
A. U. ISSUED FOR REVIEW
DATE: / / DESCRIPTION:

NO	DATE	DESCRIPTION
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GENERAL NOTES

PROJECT:
SPRUCE GROVE
CANDLE LAKE
TITLE:
DETAILS
DWG No. C-114
SHEET 14 of 14
ISSUE REVISION:
A-0

NO.	DESCRIPTION	LENGTH	WIDTH	DEPTH
1
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3
4

DETAIL ID: D1
PROJECT: SPRUCE GROVE
CANDLE LAKE
DATE: / /
SCALE: NTS
SUBMITTED BY: A. BAL CHEN
PROJECT: THE BAR AB-OVE
SHEET NO: SHEET 14 OF 20

DETAIL 1: FILL SECTION
DETAIL 2: CUT SECTION

DETAIL ID: D2
PROJECT: SPRUCE GROVE
CANDLE LAKE
DATE: / /
SCALE: NTS
SUBMITTED BY: A. BAL CHEN
PROJECT: THE BAR AB-OVE
SHEET NO: SHEET 14 OF 20

Cross-section diagram showing layers and dimensions.

DETAIL ID: D3
PROJECT: SPRUCE GROVE
CANDLE LAKE
DATE: / /
SCALE: NTS
SUBMITTED BY: A. BAL CHEN
PROJECT: THE BAR AB-OVE
SHEET NO: SHEET 14 OF 20

ELEVATION INTS

DETAIL ID: D4
PROJECT: SPRUCE GROVE
CANDLE LAKE
DATE: / /
SCALE: NTS
SUBMITTED BY: A. BAL CHEN
PROJECT: THE BAR AB-OVE
SHEET NO: SHEET 14 OF 20

PLAN APPROACH
ELEVATION INTS
SECTION APPROACH

DETAIL ID: D5
PROJECT: SPRUCE GROVE
CANDLE LAKE
DATE: / /
SCALE: NTS
SUBMITTED BY: A. BAL CHEN
PROJECT: THE BAR AB-OVE
SHEET NO: SHEET 14 OF 20

SCHEDULE "D"
GEOTECHNICAL REPORT

See next page for Geotechnical Report

PRELIMINARY GEOTECHNICAL INVESTIGATION

PROPOSED RESIDENTIAL SUBDIVISION
PARCEL B – PLAN 70PA03321
NW 17-55-22 W2M
RESORT VILLAGE OF CANDLE LAKE,
SASKATCHEWAN
PMEL FILE NO. 20570
SEPTEMBER 11, 2023



PREPARED FOR:
Whitford Construction Ltd.

ATTENTION:
Mr. Clint Whitford

PROJECT: Preliminary Geotechnical Investigation
Proposed Residential Subdivision
Parcel B – Plan 70PA03321
NW 17-55-22 W2M
Resort Village of Candle Lake, Saskatchewan
PMEL File No. 20570
September 11, 2023

PREPARED FOR: Whitford Construction Ltd.
PO Box 10
Shipman, Saskatchewan
S0J 2H0

DISTRIBUTION: Whitford Construction Ltd.– Digital Copy
P. Machibroda Engineering Ltd. – Digital Copy

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1 INTRODUCTION

The following report has been prepared to provide preliminary geotechnical information for the proposed residential subdivision to be developed within Parcel B – Plan 70PA03321, NW 17-55-22 W2M in the Resort Village of Candle Lake, Saskatchewan.

The terms of reference for this investigation were presented in P. Machibroda Engineering Ltd. (PMEL) Proposal No. 20570, dated July 10, 2023. Authorization to proceed with this investigation was provided in the signed Consulting Agreement between Whitford Construction Ltd. and PMEL, dated July 31, 2023.

2 FIELD INVESTIGATION

Five (5) boreholes, located as shown on the Site Plan, Drawing No. 20570-1, were dry drilled using our truck mounted, continuous flight auger drill rig. The boreholes were 150 mm in diameter and extended to depths of 6.0 to 9.4 m below the existing ground surface. Borehole logs, as shown on the attached Drawing Nos. 20570-2 to 6, inclusive were compiled during drilling to record the soil stratification, the groundwater conditions, the position of unstable sloughing soils and the depths at which cobblestones and/or boulders were encountered.

Disturbed samples of auger cuttings, collected during drilling, were sealed in plastic bags to minimize moisture loss. The soil samples were taken to our laboratory for analysis.

Standard penetration tests (N-Index), utilizing a safety hammer with automatic trip were performed during drilling.

The ground surface elevations and locations of the boreholes (based on local survey plan) were provided by Meridian Surveys.

3 SOIL AND GROUNDWATER CONDITIONS

3.1 SOIL PROFILE

The general soil profile consisted of a thin layer of topsoil (approximately 100 mm thick) overlaying sand/silt/clay deposits (to a depth of about 1.1 to 1.6 m), followed by glacial till, which extended to a depth of at least 9.4 m (i.e., the maximum depth drilled at this site). Cobbles/boulders were encountered within the glacial till.

The sand was well graded, fine to coarse grained and compact. The silt/clay were low plastic, moist and appeared to be stiff to very stiff in consistency. The glacial till was stiff to hard, low plastic and moist.

3.2 GROUNDWATER CONDITIONS, SLOUGHING

The depths at which groundwater seepage and sloughing were encountered during drilling have been shown on the attached borehole logs. A summary of the groundwater levels recorded in the monitoring wells installed during this investigation has been presented in Table I.

TABLE I RECORDED GROUNDWATER LEVELS

BH No.	Monitoring Well Elevation (m)	Ground Surface Elevation (m)	Groundwater Depth (m)		Groundwater Elevation (m)	
			I.A.D.	September 8, 2023	I.A.D.	September 8, 2023
23-1	499.0	498.1	Trace	2.0	Trace	496.1
23-2	502.0	501.0	Dry	3.9	Dry	497.1
23-4	505.8	504.8	Dry	2.9	Dry	501.9

I.A.D. – Immediately after drilling

Examination of Table I revealed that the groundwater level was measured at a depth of 2.0 to 3.9 m below existing ground surface on September 8, 2023. The monitoring wells may not have achieved static equilibrium; higher groundwater conditions could be encountered, particularly during and/or following spring snowmelt or periods of precipitation.

3.3 COBBLESTONES AND BOULDERS

Cobbles/boulders were encountered in the glacial till stratum during test drilling. The depths at which cobbles/boulders were encountered have been shown on the attached borehole logs.

Glacial till consists of a heterogeneous mixture of gravel, sand, silt and clay-sized particles. Glacial till inherently contains sorted deposits of the above particle sizes as well as a random distribution of larger particle sizes in the cobblestone range (60 to 200 mm) and boulder-sized range (larger than 200 mm). Inter/intra till deposits of cobblestones, boulders, boulder pavements and isolated deposits of saturated sand or gravel should be anticipated.

It should be recognized that the statistical probability of encountering cobbles/boulders in the small diameter boreholes drilled at this site was low. The frequency of encountering such deposits will increase proportionately with the volume of soil excavated/number and depth of piles installed.

4 LABORATORY ANALYSIS

The soil classification and index tests performed during this investigation consisted of a visual classification of the soil, moisture contents, Atterberg limits, unit weights and grain size distribution analyses.

The results of the soil classification and index tests conducted on representative samples of soil have been plotted on the borehole logs alongside the corresponding depths at which the samples were recovered, as shown on Drawing Nos. 20570-2 to 6, inclusive.

The results of grain size distribution analyses have been shown plotted in Appendix B.

5 DESIGN CONSIDERATIONS

The purpose of this investigation was to evaluate the existing subsurface soil and groundwater conditions for potential site development. Detailed, specific geotechnical investigation(s) are recommended once the building/structure details and locations have been finalized.

The general soil profile consisted of a thin layer of topsoil (approximately 100 mm thick) overlaying variable sand/silt/clay deposits (to a depth of about 1.1 to 1.6 m), followed by glacial till, which extended to a depth of at least 9.4 m (i.e., the maximum depth drilled at this site). Cobbles/boulders were encountered within the glacial till.

Examination of Table I revealed that the groundwater level was measured at a depth of 2.0 to 3.9 m below existing ground surface on September 8, 2023. The monitoring wells may not have achieved static equilibrium; higher groundwater conditions could be encountered, particularly during and/or following spring snowmelt or periods of precipitation.

Site preparation should consist of the removal of all vegetation, trees, brush topsoil and organic material from the development areas. Additional information regarding topsoil composition and soil structure is presented in Appendix C. It is anticipated that conventional site preparation (scarifying, moisture conditioning and re-compacting the soils) will suffice over the majority of the site. The subgrade soils encountered during this investigation are considered a good building material and will provide stable subgrade support where used as fill (or it occurs naturally) beneath roadways, concrete slabs, shallow foundations, etc.

Within building footprints and traffic areas, the subgrade should be uniformly compacted to a specified density. Soils which are unstable during site preparation and fail to achieve the required compaction will require additional treatment, which may include: over-excavation and replacement and/or geosynthetic stabilization. Locally available soils which are similar to the underlying soils should be suitable for use as subgrade fill; creating mixed soil conditions during site grading is not recommended.

Conventional open-cut excavations above the groundwater table should be feasible at this site. As the subsurface conditions vary through out the subdivision safe excavation slope requirements may also change and will need to be assessed on a continual basis. Where saturated soils are encountered or where the excavation extends below the groundwater table, slope flattening and dewatering may be required.

The potential depth of frost penetration for the soils at this site could range from approximately 2 to 3 m, depending on surface cover and severity of winter. Buried utilities should be based below the depth of frost penetration or protected against frost action with strategically placed insulation.

A deep foundation consisting of drilled cast-in-place concrete piles should perform satisfactorily as a foundation system at this site. Construction difficulties should be expected due to the presence of cobbles/boulders and hard soils. Temporary casing may be required to maintain an open/dry pile hole in the saturated sand soils (seepage/sloughing conditions), and coring equipment may be required if boulders are causing installation issues. Driven piles (timber or steel) and helical screw piles were considered but may not be feasible due to the hard soil conditions encountered at relatively shallow depths and likelihood of shallow termination.

Footings and/or thickened edge raft (shallow) foundations bearing on undisturbed naturally occurring soils could be a suitable foundation alternative at this site and should perform satisfactorily. Setting shallow foundations below the depth of frost penetration or protecting from frost action using extruded polystyrene insulation will be required to mitigate potential frost induced foundation movements.

Conventional grade supported concrete slab construction (i.e., levelling course of granular base course placed between the prepared subgrade surface and underside of slab) should perform satisfactorily at this site.

Traffic structures constructed in accordance with typical Ministry of Highways and Infrastructure (MHI) construction practices/standards should perform satisfactorily at this site.

6 LIMITATIONS

The presentation of the summary of the borehole logs has been completed as authorized. Five, 150 mm diameter boreholes were dry drilled using our continuous flight solid stem auger drilling equipment. Borehole logs were compiled during test drilling which, we believe, were representative of the subsurface conditions at the borehole locations at the time of test drilling.

Variations in the subsurface conditions from that shown on the borehole logs at locations other than the exact test location should be anticipated. If conditions should differ from those reported here, then we should be notified immediately in order that we may examine the conditions in the field and reassess our recommendations in the light of any new findings.

The Terms of Reference for this investigation did not include any environmental assessment of the site. No detectable evidence of environmentally sensitive materials was detected during the actual time of the field test drilling program. If, on the basis of any knowledge, other than that formally communicated to us, there is reason to suspect that environmentally sensitive materials may exist, then additional boreholes should be drilled, and samples recovered for chemical analysis.

The subsurface investigation necessitated the drilling of deep boreholes. The boreholes were backfilled at the completion of test drilling. Please be advised that some settlement of the backfill materials will occur which may leave a depression or an open hole. It is the responsibility of the client to inspect the site and backfill, as required, to ensure that the ground surface at each borehole location is maintained level with the existing grade.

This report has been prepared for the exclusive use of Whitford Construction and their agents for specific application to the proposed residential subdivision within Parcel B, Plan 72PA03321, NW 17-55-22 W2M at the Resort Village of Candle Lake, Saskatchewan. It has been prepared in accordance with generally accepted geotechnical engineering practices and reflects PMEL's understanding of the project based on information available at the time of preparation of this report. No other warranty, expressed or implied, is made.

The report should be referenced in its entirety, in order to properly understand the suggestions, design considerations and recommendations provided in this report. Any use which a Third Party makes of this report, or any reliance on decisions to be made based on it, is the responsibility of such Third Party. Governing Agencies such as municipal, provincial, or federal agencies having jurisdictions with respect to this development and/or construction of the facilities described herein have full jurisdiction with respect to the described development. Any other unspecified subsequent development would be considered Third Party and would, therefore, require prior review by PMEL. PMEL accepts no responsibility for damages, if any, suffered by any Third Party as a result of decisions made or actions based on this report.

The design considerations presented in this report are for preliminary purposes only. Detailed, specific geotechnical investigation(s) are recommended once the building/structure details and locations have been finalized. PMEL will not accept responsibility on this project for any unsatisfactory performance if the design considerations presented in this report are utilized for the final building design in lieu of conducting a detailed, specific geotechnical investigation.

If this report has been transmitted electronically, it has been digitally signed and secured with personal passwords to lock the document. Due to the possibility of digital modification, only reports sent directly by PMEL can be relied upon without fault.

We trust that this report fulfills your requirements for this project. Should you require additional information, please contact us.

P. MACHIBRODA ENGINEERING LTD.

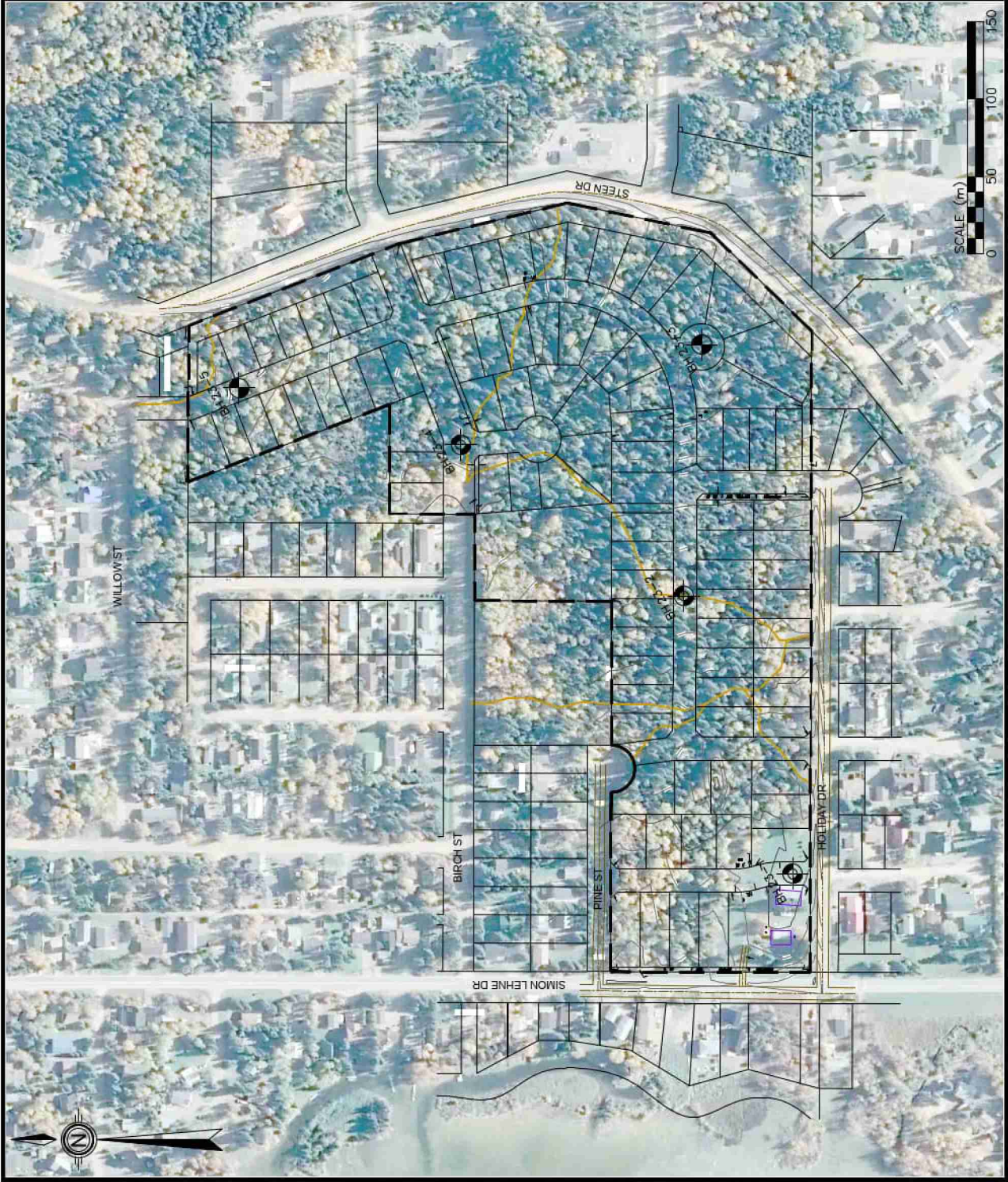
Eric Antymniuk, P. Eng.



Kelly Pardoski, P. Eng.

EA/KP: zz

DRAWINGS



**KEY PLAN
NOT TO SCALE**

NOTE:
 1. THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. ACTUAL LOCATIONS MAY VARY AND NOT ALL STRUCTURES ARE SHOWN.
 2. THIS DRAWING WAS COMPILED FROM GOOGLE EARTH PRO ©2023, IMAGE ©2023 DIGITALGLOBE, (IMAGERY DATE: 09/27/21).
 3. THIS DRAWING WAS COMPILED FROM A DRAWING PROVIDED BY MERIDIAN SURVEYS LTD.

LEGEND

- PIMEL BOREHOLE
- PIMEL BOREHOLE (MONITORING WELL INSTALLED)

P. MACHIBRODA ENGINEERING LTD.



CONSULTING
 GEOENVIRONMENTAL
 GEOTECHNICAL
 ENGINEERS

806 - 48th STREET EAST
 SASKATOON, SK
 S7K 3Y4

DRAWING TITLE:

SITE PLAN - BOREHOLE LOCATIONS

PROJECT: PROPOSED RESIDENTIAL SUBDIVISION
 PARCEL B PLAN 70PA03321 NW 17-55-22-W2M
 RESORT VILLAGE OF CANDLE LAKE, SK

APPROVED BY: EA DRAWN BY: TP

DATE: AUG, 2023

DRAWING NUMBER:
 20570-1

SCALE: 1:2500



PROJECT: PROPOSED RESIDENTIAL SUBDIVISION

LOCATION: PARCEL B PLAN 70PA03321 NW 17-55-22-W2M
RESORT VILLAGE OF CANDLE LAKE, SK

NORTHING (m): 10289

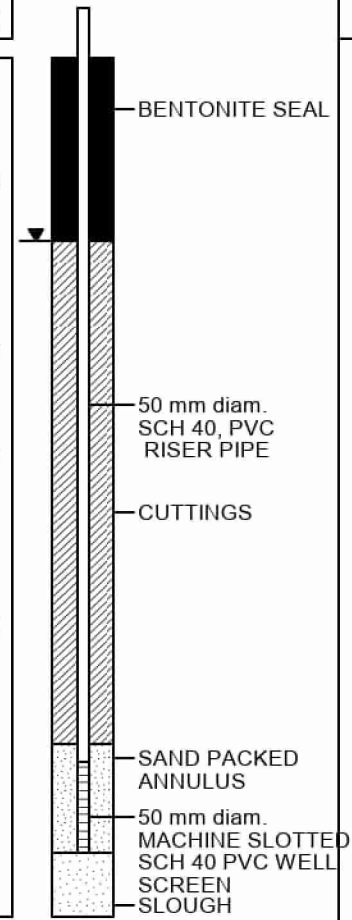
EASTING (m): 4655

ELEVATION (m): 498.1

DATE DRILLED: AUG 24/23

SAMPLE TYPE: CUTTINGS SPLIT SPOON SHELBY TUBE

DEPTH (m)	STRATIGRAPHY	WATER LEVELS		SAMPLE TYPE	SPT (N) BLOWS/ 300 mm	WATER CONTENT (%)	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	UNIT WEIGHT (kN/m ³)	P200 (%)	POCKET PEN. (kg/cm ²)	MONITORING WELL: BH 23-1 ELEV.: 499.0	DEPTH (m)
		▼ After Drilling	▽ During Drilling										
DESCRIPTION													
0	TOPSOIL, organic, black, rootlets.					7.7					41.28		0
1	SAND, silty, trace clay, trace gravel, compact, well graded, fine to coarse grained, moist, brown, trace seepage.					8.2							1
2	GLACIAL TILL, silt, sandy, some clay, trace gravel, stiff, low plastic, moist, mottled brown, oxide stained.					12.5							2
	hard below 2.5 m.					12.3	23	15				1.25	
3						48	7.5		22.8			>4.5	3
4							8.2					>4.5	4
5	grey below 4.7 m.												5
6						38	7.7		22.7			>4.5	6
7							9.2						7
8													8
9						71	9.1		22.8				9
10													10
11													11
12													12



NOTE:

- Borehole sloughed to 8.7 m with trace water Immediately After Drilling.
- Monitoring well water level at 2.0 m below existing grade on September 8, 2023.



PROJECT: PROPOSED RESIDENTIAL SUBDIVISION

LOCATION: PARCEL B PLAN 70PA03321 NW 17-55-22-W2M
RESORT VILLAGE OF CANDLE LAKE, SK

NORTHING (m): 10362

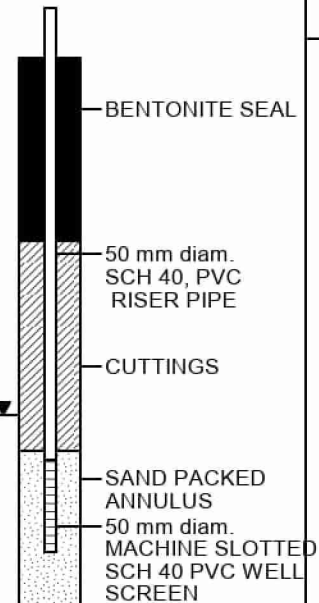
EASTING (m): 4837

ELEVATION (m): 501.0

DATE DRILLED: AUG 24/23

SAMPLE TYPE: CUTTINGS SPLIT SPOON SHELBY TUBE

DEPTH (m)	STRATIGRAPHY	WATER LEVELS		SAMPLE TYPE	SPT (N) BLOWS/ 300 mm	WATER CONTENT (%)	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	UNIT WEIGHT (kN/m ³)	COMPRESSIVE STRENGTH (kPa)	POCKET PEN. (kg/cm ²)	MONITORING WELL: BH 23-2 ELEV.: 502.0 m	DEPTH (m)
		▼ After Drilling	▽ During Drilling										
DESCRIPTION													
0	TOPSOIL, organic, black, rootlets.					3.5							0
1	SAND, silty, compact, well graded, fine to coarse grained, moist, brown.					4.8							1
2	CLAY, silty, stiff to very stiff, low plastic, brown to grey.					14.3	19	12			2.25		2
3	GLACIAL TILL, silt, sandy, some clay, trace gravel, hard, low plastic, moist, brown. cobbles and boulders at 1.6 m.					8.2					4.5		3
4					60 (rock)	8.2							4
5	grey below 4.7 m.					8.2					4.5		5
6						12.0					4.5		6
7													7
8													8
9													9
10													10
11													11
12													12



NOTE:

- Borehole open and dry immediately after drilling.
- Monitoring well water level at 3.9 m below existing grade on September 8, 2023.



PROJECT: PROPOSED RESIDENTIAL SUBDIVISION

LOCATION: PARCEL B PLAN 70PA03321 NW 17-55-22-W2M
RESORT VILLAGE OF CANDLE LAKE, SK

NORTHING (m): 10508

EASTING (m): 4931

ELEVATION (m): 502.7

DATE DRILLED: AUG 24/23

SAMPLE TYPE: CUTTINGS SPLIT SPOON SHELBY TUBE

DEPTH (m)	STRATIGRAPHY	DESCRIPTION	SAMPLE TYPE	SPT (N) BLOWS/ 300 mm	WATER CONTENT (%)	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	UNIT WEIGHT (kN/m ³)	COMPRESSIVE STRENGTH (kPa)	POCKET PEN. (kg/cm ²)	DEPTH (m)	WATER LEVELS	
												After Drilling	During Drilling
0		TOPSOIL, organic, black, rootlets.			11.9						0		
0		SILT, sandy, clayey, stiff, low plastic, moist, brown.			6.2					2.0	1		
1		SAND, silty, trace clay, compact, poorly graded, fine grained, moist, brown.											
2		GLACIAL TILL, silt, sandy, some clay, trace gravel, stiff, low plastic, moist, brown, oxide stained.		11	5.7	12.0					2		
2		hard below 2.7 m.				11.1				4.5	3		
3													
4													
5				53	9.0			22.6			5		
6					9.4						6		
7		grey below 7.0 m.									7		
8				58	9.0			21.8			8		
9					10.0					4.5	9		
10											10		
11											11		
12											12		

NOTE:

1. Borehole open and dry Immediately After Drilling.



PROJECT: PROPOSED RESIDENTIAL SUBDIVISION

LOCATION: PARCEL B PLAN 70PA03321 NW 17-55-22-W2M
RESORT VILLAGE OF CANDLE LAKE, SK

NORTHING (m): 10351

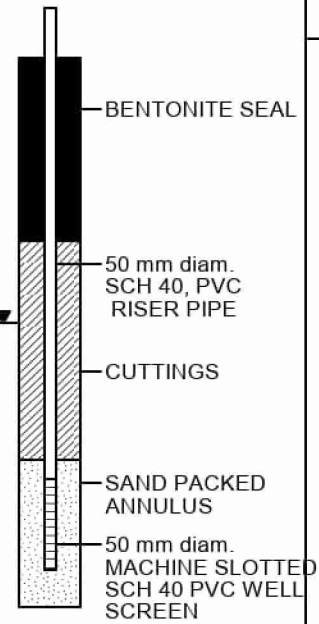
EASTING (m): 4997

ELEVATION (m): 504.8

DATE DRILLED: AUG 24/23

SAMPLE TYPE: CUTTINGS SPLIT SPOON SHELBY TUBE

DEPTH (m)	STRATIGRAPHY	WATER LEVELS		SAMPLE TYPE	SPT (N) BLOWS/ 300 mm	WATER CONTENT (%)	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	UNIT WEIGHT (kN/m ³)	COMPRESSIVE STRENGTH (kPa)	POCKET PEN. (kg/cm ²)	MONITORING WELL: BH 23-4 ELEV.: 505.8 m	DEPTH (m)
		▼ After Drilling	▽ During Drilling										
0	TOPSOIL, organic, black, rootlets.					4.1							0
1	SAND, silty, trace gravel, compact, well graded, fine to coarse grained, moist, brown.					4.4							1
2	GLACIAL TILL, silt, sandy, some clay, trace gravel, very stiff to hard, low plastic, moist, brown.					11.6					3.25		2
3						7.9							3
4						7.3					3.0		4
5	hard below 5.3 m.					8.8			22.9				5
6						9.4					4.5		6
7													7
8													8
9													9
10													10
11													11
12													12



NOTE:

- Borehole open and dry immediately after drilling.
- Monitoring well water level at 2.9 m below existing grade on September 8, 2023.



PROJECT: PROPOSED RESIDENTIAL SUBDIVISION

LOCATION: PARCEL B PLAN 70PA03321 NW 17-55-22-W2M
RESORT VILLAGE OF CANDLE LAKE, SK

NORTHING (m): 10649

EASTING (m): 4969

ELEVATION (m): 503.8

DATE DRILLED: AUG 24/23

SAMPLE TYPE: CUTTINGS SPLIT SPOON SHELBY TUBE

DEPTH (m)	STRATIGRAPHY	WATER LEVELS		SAMPLE TYPE	SPT (N) BLOWS/ 300 mm	WATER CONTENT (%)	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	UNIT WEIGHT (kN/m ³)	COMPRESSIVE STRENGTH (kPa)	POCKET PEN. (kg/cm ²)	DEPTH (m)	
		▼ After Drilling	▽ During Drilling										
		DESCRIPTION											
0		TOPSOIL, organic, black, rootlets.											0
1		SAND, silty, trace gravel, compact, well graded, fine to coarse grained, moist, brown.											1
2		GLACIAL TILL, silt, sandy, some clay, trace gravel, very stiff, low plastic, moist, brown.											2
3		hard below 2.9 m.											3
4													4
5		grey below 5.3 m.											5
6													6
7													7
8													8
9													9
10													10
11													11
12													12

NOTE:

1. Borehole open and dry Immediately After Drilling.

APPENDIX A

Explanation of Terms on
Borehole Logs

CLASSIFICATION OF SOILS

Coarse-Grained Soils: Soils containing particles that are visible to the naked eye. They include gravels and sands and are generally referred to as cohesionless or non-cohesive soils. Coarse-grained soils are soils having more than 50 percent of the dry weight larger than particle size 0.080 mm.

Fine-Grained Soils: Soils containing particles that are not visible to the naked eye. They include silts and clays. Fine-grained soils are soils having more than 50 percent of the dry weight smaller than particle size 0.080 mm.

Organic Soils: Soils containing a high natural organic content.

Soil Classification By Particle Size

Soil Type	Particles of Size
Clay	< 0.002 mm
Silt	0.002 – 0.060 mm
Sand	0.06 – 2.0 mm
Gravel	2.0 – 60 mm
Cobbles	60 – 200 mm
Boulders	>200 mm

TERMS DESCRIBING CONSISTENCY OR CONDITION

Coarse-grained soils: Described in terms of compactness condition and are often interpreted from the results of a Standard Penetration Test (SPT). The standard penetration test is described as the number of blows, N, required to drive a 51 mm outside diameter (O.D.) split barrel sampler into the soil a distance of 0.3 m (from 0.15 m to 0.45 m) with a 63.5 kg weight having a free fall of 0.76 m.

Compactness Condition	SPT N-Index (blows per 0.3 m)
Very loose	0-4
Loose	4-10
Compact	10-30
Dense	30-50
Very dense	Over 50

Fine-Grained Soils: Classified in relation to undrained shear strength.

Consistency	Undrained Shear Strength (kPa)	N Value (Approximate)	Field Identification
Very Soft	<12	0-2	Easily penetrated several centimetres by the fist.
Soft	12-25	2-4	Easily penetrated several centimetres by the thumb.
Firm	25-50	4-8	Can be penetrated several centimetres by the thumb with moderate effort.
Stiff	50-100	8-15	Readily indented by the thumb, but penetrated only with great effort.
Very Stiff	100-200	15-30	Readily indented by the thumb nail.
Hard	>200	>30	Indented with difficulty by the thumb nail.

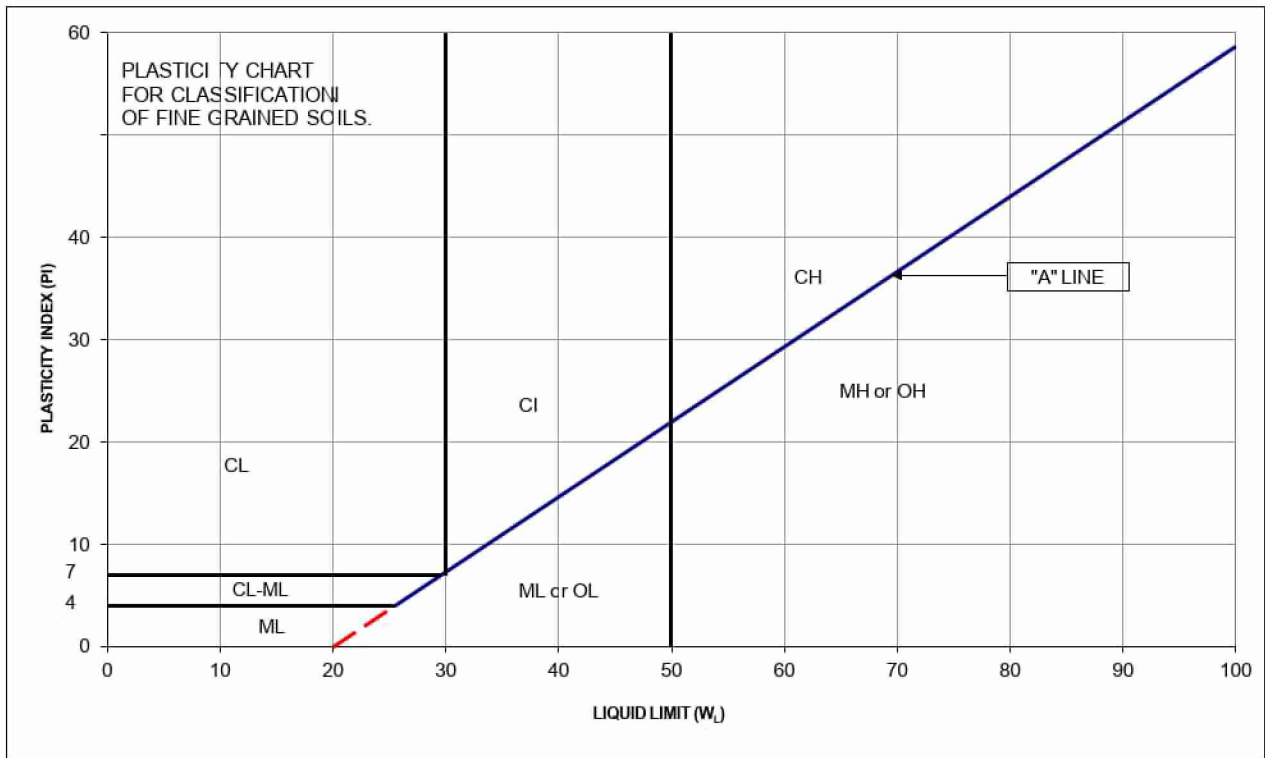
Organic Soils: Readily identified by colour, odour, spongy feel and frequently by fibrous texture.

DESCRIPTIVE TERMS COMMONLY USED TO CHARACTERIZE SOILS

Poorly Graded	- predominance of particles of one grain size.
Well Graded	- having no excess of particles in any size range with no intermediate sizes lacking.
Mottled	- marked with different coloured spots.
Nuggety	- structure consisting of small prismatic cubes.
Laminated	- structure consisting of thin layers of varying colour and texture.
Slickensided	- having inclined planes of weakness that are slick and glossy in appearance.
Fissured	- containing shrinkage cracks.
Fractured	- broken by randomly oriented interconnecting cracks in all 3 dimensions

SOIL CLASSIFICATION SYSTEM (MODIFIED U.S.C.)

MAJOR DIVISION		GROUP SYMBOL	TYPICAL DESCRIPTION	LABORATORY CLASSIFICATION CRITERIA
HIGHLY ORGANIC SOILS		Pt	PEAT AND OTHER HIGHLY ORGANIC SOILS	STRONG COLOUR OR ODOUR AND OFTEN FIBROUS TEXTURE
COARSE-GRAINED SOILS (MORE THAN HALF BY WEIGHT LARGER THAN NO. 200 SIEVE SIZE)	GRAVELS More than half coarse fraction larger than No. 4 sieve size	CLEAN GRAVELS	GW WELL-GRADED GRAVELS, GRAVEL-SAND MIXTURES <5% FINES	$C_u = \frac{D_{60}}{D_{10}} > 4$ $C_c = \frac{(D_{30})^2}{D_{60} \times D_{10}} = 1 \text{ to } 3$
		DIRTY GRAVELS	GP POORLY-GRADED GRAVELS AND GRAVEL-SAND MIXTURES <5% FINES	NOT MEETING ALL ABOVE REQUIREMENTS FOR GW
		DIRTY GRAVELS	GM SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES >12% FINES	ATTERBERG LIMITS BELOW "A" LINE OR $PI < 4$
		DIRTY GRAVELS	GC CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES >12% FINES	ATTERBERG LIMITS ABOVE "A" LINE WITH $PI > 7$
	SANDS More than half coarse fraction smaller than No. 4 sieve size	CLEAN SANDS	SW WELL-GRADED SANDS, GRAVELLY SANDS MIXTURES <5% FINES	$C_u = \frac{D_{60}}{D_{10}} > 6$ $C_c = \frac{(D_{30})^2}{D_{60} \times D_{10}} = 1 \text{ to } 3$
		DIRTY SANDS	SP POORLY-GRADED SANDS OR GRAVELLY SANDS <5% FINES	NOT MEETING ALL GRADATION REQUIREMENTS FOR SW
		DIRTY SANDS	SM SILTY SANDS, SAND-SILT MIXTURES >12% FINES	ATTERBERG LIMITS BELOW "A" LINE OR $PI < 4$
		DIRTY SANDS	SC CLAYEY SANDS, SAND-CLAY MIXTURES >12% FINES	ATTERBERG LIMITS ABOVE "A" LINE WITH $PI > 7$
FINE-GRAINED SOILS (MORE THAN HALF BY WEIGHT PASSING NO. 200 SIEVE SIZE)	SILTS Below "A" line on plasticity chart; negligible organic content	ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY SANDS OF SLIGHT PLASTICITY	$W_L < 50$
		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS, FINE SANDY OR SILTY SOILS	$W_L > 50$
	CLAYS Above "A" line on plasticity chart; negligible organic content	CL	INORGANIC CLAYS OF LOW PLASTICITY, GRAVELLY, SANDY, OR SILTY CLAYS, LEAN CLAYS	$W_L < 30$
		CI	INORGANIC CLAYS OF MEDIUM PLASTICITY, SILTY CLAYS	$W_L > 30 < 50$
		CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS	$W_L > 50$
	ORGANIC SILTS & ORGANIC CLAYS Below "A" line on plasticity chart	OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY	$W_L < 50$
		OH	ORGANIC CLAYS OF HIGH PLASTICITY	$W_L > 50$



APPENDIX B

Laboratory Test Results

Project: Proposed Residential Subdivision
Location: Candle Lake, SK
Project No.: 20570
Date Tested: August 23, 2023
Borehole No.: 23-1
Sample No.: 4
Depth (m): 2.0

Sieve Analysis:

Sieve	Diameter mm	% Finer
1.5"	38.1	100
1"	25.4	100
3/4"	19.1	100
1/2"	12.7	98
3/8"	9.5	98
# 4	4.75	97
# 10	2	96
# 20	0.85	90
# 40	0.425	81.3
#60	0.25	71.1
# 100	0.15	60.3
# 200	0.075	47.1

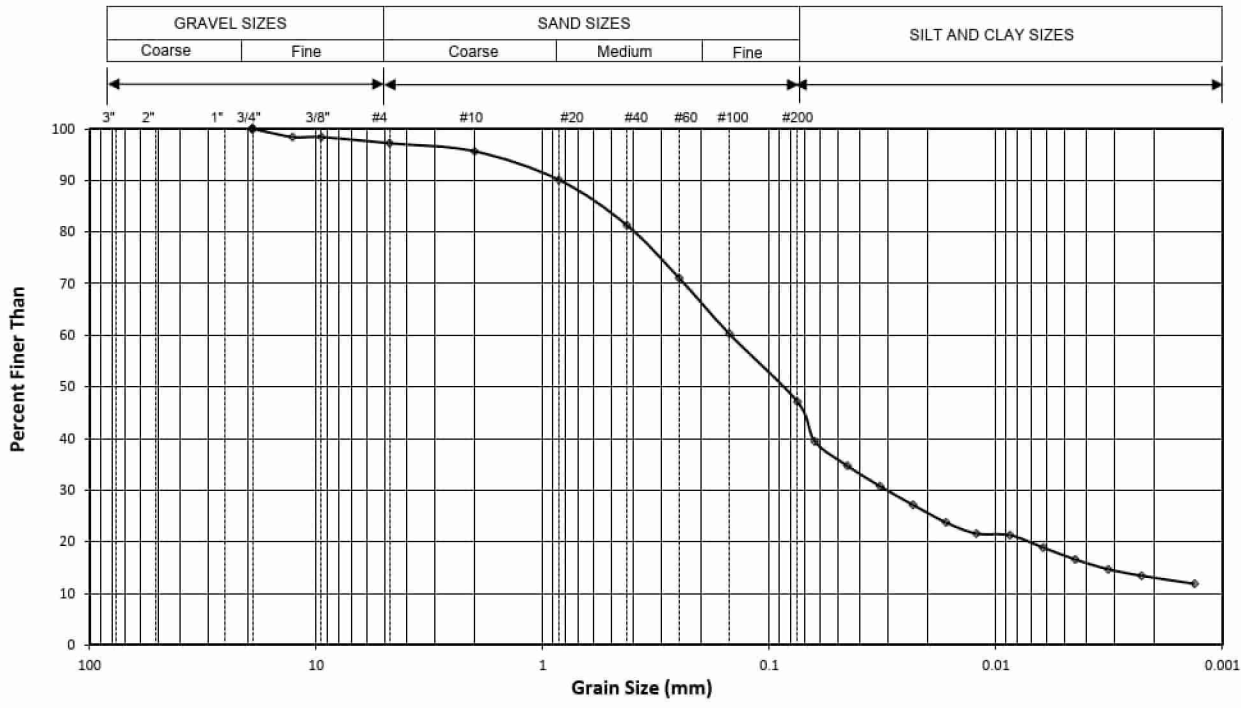
Hydrometer Analysis:

	Diameter mm	% Finer
Dispersing Agent:	0.0629	39.5
<i>Sodium Hexametaphosphate</i>	0.0452	34.7
	0.0324	30.8
	0.0232	27.2
	0.0166	23.8
	0.0122	21.6
	0.0087	21.3
	0.0062	18.9
	0.0045	16.6
	0.0032	14.7
	0.0023	13.4
	0.0013	11.9

Material Description:

% Gravel Sizes	% Sand Sizes	% Silt Sizes	% Clay Sizes
3	50	34	13

Remarks:



Drawing No.
Appendix B-1

WE CERTIFY TESTING PROCEDURES ARE IN ACCORDANCE WITH AASHTO T 88 STANDARD
P. MACHIBRODA ENGINEERING LTD.
PER *Prastan Schengewitz*



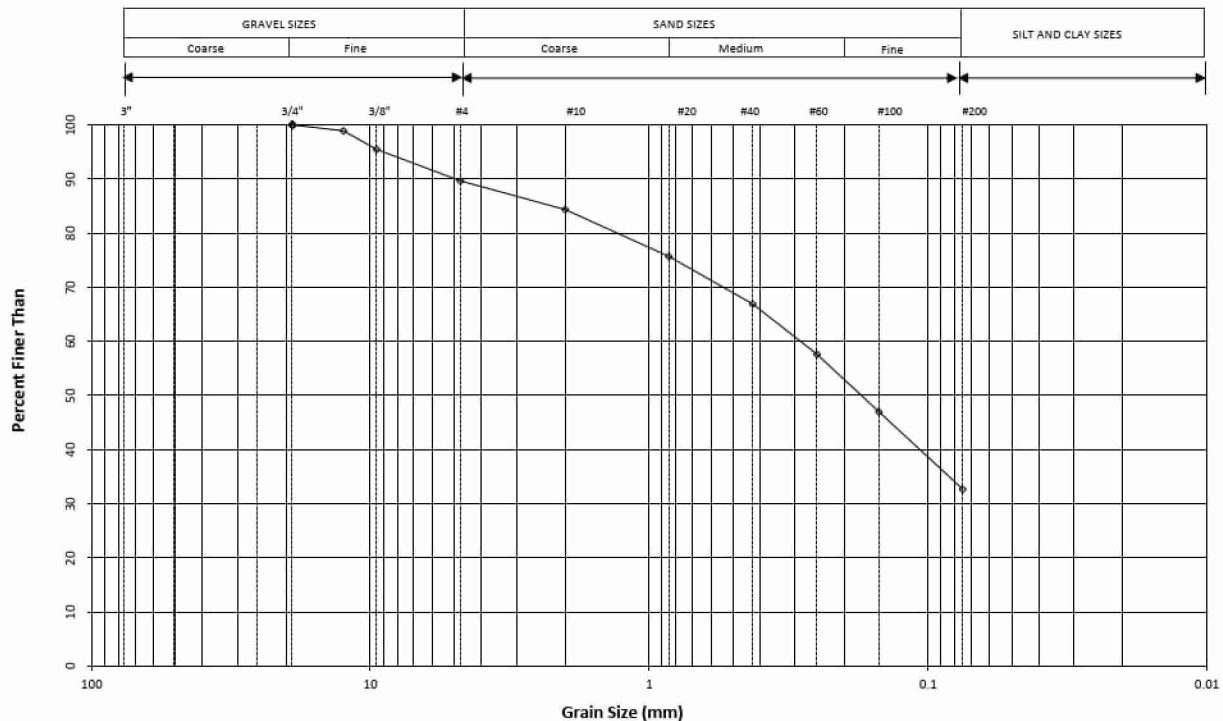
Project: Proposed Residential Subdivision
Location: Resort Village of Candle Lake, SK
Project No.: 20570
Date Tested: August 28, 2023
Borehole No: 23-4
Sample No.: 27
Depth: 1.0

Sieve	Diameter mm	% Finer
	76.200	100
	63.500	100
	50.000	100
	37.500	100
	25.000	100
	19.000	100
	12.500	99
	9.500	95
	4.750	90
	2.000	84
	0.850	76
	0.425	67
	0.250	58
	0.150	47
	0.075	33

Material Description:

% Gravel Sizes 10	% Sand Sizes 57	% Silt and Clay Sizes 33
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Remarks:



DRAWING NO.

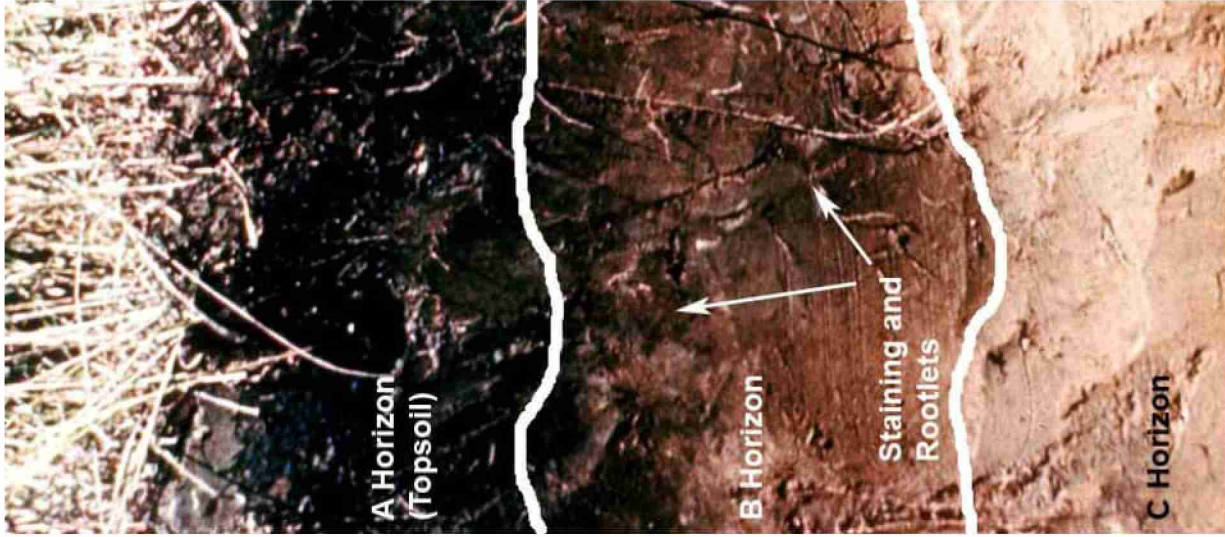
Appendix B-2

WE CERTIFY TESTING PROCEDURES ARE IN ACCORDANCE
WITH ASTM C136 AND C137 STANDARDS
P. MACHIBRODA ENGINEERING LTD.

PER *Preston Scherger*

APPENDIX C

Topsoil, Organic Matter and Organics



A Horizon

The A horizon is the topsoil layer of the soil strata. It is characterized by a build up of organic matter, and a lower unit weight than subsequent layers. The organic matter content of this layer is typically 4-10% by mass.

The colour of this horizon varies from dark black to brown, depending on surface vegetation and climatic conditions.

B Horizon

Typically reddish brown in colour and contains accumulations of matter that have been washed down from the A Horizon. The B horizon is generally composed of clay that has been washed out of the A Horizon, but can also contain iron, calcium and sodium deposits as well.

C Horizon

Unweathered parent soil.

Topsoil is a mixture of mineral soil and organic matter. The organic matter is developed from decaying biological material (leaves, grass, trees, animals, etc.) and contributes to the brown to black colour of the soil. Following the topsoil is the B horizon which is a transition layer, where staining from the overlying topsoil is common. This results in a darker colour of the soil immediately below the organic topsoil layer. Depending on the surface vegetation, rootlets may be present below the depth of topsoil. However it should be recognized that these rootlets are not the same as organic matter in topsoil.

Physically speaking in comparison to mineral soil, topsoil has a significantly lower bulk density and a lower unit weight as compared to the underlying parent soil. This is due to larger pore spaces and non mineral materials in the soil matrix. Along with lower density, topsoil is often spongy and colloidal/fibrous. The following figure is of a typical prairie soil. Each horizon is labelled accordingly to demonstrate a typical soil profile.

Reference

Henry L. 2003. Henry's Handbook of Soil and Water, Henry Perspectives, Saskatoon, SK.