

## DEVELOPMENT AGREEMENT

THIS AGREEMENT made effective on the \_\_\_ day of \_\_\_\_\_, 2026.

BETWEEN:

**THE RESORT VILLAGE OF CANDLE LAKE**  
(the “Municipality”)

AND:

**TORCARAE DEVELOPMENTS INC.**  
(the “Developer”)

WHEREAS:

- A. The Municipality is the registered owner or is entitled to be the registered Owner of Blk/Par D-Plan 101288932 Ext 1 As shown on Plan 101788319 herein referred to as the “Land”.
- B. The Municipality has agreed to subdivide and sell the Development Land to the Developer for the purpose of developing a commercial shopping centre.
- C. The Municipality requires the Developer to enter into this Agreement as a condition of the transfer of title to ensure the orderly and responsible development of the Development Land.

NOW THEREFORE 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) “**Agreement**” means this development 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 article, section, subsection or other subdivisions hereof;
- (b) “**Approved Plans and Specifications**” means the plans and specifications of Services submitted by the Developer to the Municipality and approved by all appropriate federal, provincial, and municipal authorities, including any approved amendments thereto;
- (c) “**As Built Drawings**” means final drawings submitted verifying the field work completed in compliance with the final drainage and grading plan;
- (d) “**Construction Completion Certificate**” means the Certificate of Construction Completion issued pursuant to this Agreement;
- (e) “**Construction Standards**” means the general development, construction and servicing standards that may be adopted and approved by the Municipality from time to time;
- (f) “**Council**” means the Council of the Municipality;

- (g) **"Development Land"** means the Phase 1 Development Area described in Schedule "A";
- (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) **"Future Phases"** means the remaining portions of the Lands not included in the Development Land.
- (l) **"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;
- (m) **"Land"** has the meaning ascribed to that term as set out in recital A hereto;
- (n) **"Issued for Construction Drawings"** or **"IFC Drawings"** means detailed engineering plans and specifications, prepared and sealed by a professional engineer, and approved in writing by the Municipality, which authorize construction of the Services.
- (o) **"Lot"** means a subdivided lot, created in accordance with the Plan of Subdivision;
- (p) **"Municipal Engineer"** means the professional engineer designated by the Municipality to review, inspect and monitor the construction and installation of the Services 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;
- (q) **"Party"** means any Person who is from time to time a party to this Agreement;
- (r) **"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;
- (s) **"Plan of Subdivision"** means the final Plan of Subdivision, agreed in writing by the Parties, and as registered at the requisite Land Titles Office;
- (t) **"Roadways"** has the meaning ascribed to that term as set out in this Agreement;
- (u) **"Security"** means the letter(s) of credit or other acceptable security provided by the Developer pursuant to this Agreement to guarantee performance of its obligations and the correction of defects.
- (v) **"Services"** means the works required by this Agreement to serve the Development Land directly or indirectly, as generally shown as the proposed works for the Development Land in Schedule "B", and as finally designed and authorized for construction by the approved IFC Drawings.
- (w) **"Stage 1 Development Permit"** means a development permit issued by the Municipality following execution of this Agreement authorizing only limited site clearing within the

Development Land for the purpose of informing the preparation of IFC Drawings for drainage, grading and related servicing design, and which does not authorize any further site development, construction, installation of Services, building construction, or occupancy unless expressly stated otherwise by the Municipality.

- (x) **"Stage 2 Development Permit"** means a development permit issued by the Municipality authorizing development within the Development Land beyond the limited clearing permitted under a Stage 1 Development Permit, and which may only be issued once the Developer has satisfied the submission, approval, security and other preconditions set out in this Agreement for the applicable phase of development.
- (y) **"Stop Services Order"** means an Order issued by the Municipal Engineer pursuant to this Agreement;
- (z) **"Substantial Completion"** means with respect to the Services or any component of the Services, that the Services or such component has been completed in all material respects in accordance with this Agreement, the Approved Plans and Specifications, and the approved IFC Drawings, such that it is fit for its intended use, subject only to minor deficiencies, seasonal items, testing, documentation requirements, or corrective work that do not materially impair its operation, safety, performance, or intended use.
- (aa) **"Utilities"** and **"Utility"** have the meaning ascribed to those terms set out in this Agreement;
- (bb) **"Utility Service"** and **"Utility Services"** have the meaning ascribed to those terms set out in this Agreement;
- (cc) **"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 a 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;

## 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 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.

## 1.4 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.

### 1.5 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.

### 1.6 Schedules

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

|               |                                   |
|---------------|-----------------------------------|
| Schedule "A": | Land Description                  |
| Schedule "B": | Development and Servicing Concept |

### 1.7 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.

### 1.8 Recitals

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

## ARTICLE 2 DESCRIPTION OF SERVICES

### 2.1 Services

- (a) The Developer agrees to have the Services installed to serve the Development Land, at the Owner's sole cost and expense, consistent with the Developer Services as conceptually represented in Schedule "B", and as finally designed and constructed in accordance with the approved IFC Drawings.

### 2.2 Plans and Specifications

- (a) At least 45 days before the construction and installation of any of the Services, the Developer shall submit to the Municipality all design work, engineered plans and specifications showing the location and routing of the Services 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 Services to be constructed inclusive of all infrastructure, utilities, grading and servicing requirements sealed by a

Professional Engineer licensed with APEGS and containing a Certificate of Authorization and a Permission to Consult.

- (b) The Services may proceed only after:
  - (i) all necessary approvals for construction and installation are obtained from any Governmental Authority including but not limited to the Water Security Agency, Saskatchewan Health Authority and Ministry of Highways; 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 Services 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 Services by Municipal Engineer**

The Services 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 Services 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 Services;
- (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 it is 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 Services, plans and drawings with respect to such re-design shall also be reviewed and approved pursuant to Section 2.2 above;
- (e) All Services shall be monitored by the Municipal Engineer, who shall be entitled to inspect the performance of the Services at any time or place to ensure that the Services are consistent with the Approved Plans and Specifications;
- (f) Where the Municipal Engineer requires prior notification of Services 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 Services 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 Services Order and:

- (i) all work covered by the Stop Services Order shall cease forthwith, and not proceed until the Stop Services 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 Services, as may be directed by the Municipal Engineer.

## **2.4 Supervision of Services 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 Services. All such design work, including the Plans and Specifications, shall be sealed by the Developer's Engineer. 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 to validate the work.

## **2.5 Time for Commencement and Completion of Services**

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

## **2.6 Construction Standards**

- (a) All Services shall be constructed and installed in accordance with the Approved Plans and Specifications. Where detailed provisions or specifications are not stipulated explicitly within the Approved Plans and Specifications, the Developer acknowledges and agrees that the Services shall be completed in the 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 Services.
- (b) The Approved Plans and Specifications and IFC Drawings shall be generally consistent with the Development and Servicing Concept set out in Schedule 'B', and the conceptual servicing memorandum, and shall not materially reduce, omit or reconfigure the Services required to support the Development Land without the prior written approval of the Municipality.
- (c) All work related to the Services shall be done in a good and workmanlike fashion.
- (d) All Services 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 Services by the Municipality, the Developer shall not be released of the responsibility to ensure the Services 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 acknowledge and agree 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.

## **2.7 Drawings Showing Installed Services (As-Built Drawings)**

- (a) Upon completion of the installation of the Services, the Developer shall cause the Developer's Engineer to complete a set of drawings showing the exact location of the Services 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.

## **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) 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.
- (c) During the construction and installation of the Services, 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.
- (d) The Developer will ensure Municipal dust control guidelines are always followed when the Services are 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 Development Land:

- (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 Shared Access Future Phases**

The Developer acknowledges and agrees that the Development Land is intended to form part of a larger, phased commercial development area on the Lands. The Developer acknowledges that the intent of this provision is to establish an integrated internal circulation system that minimizes direct access points to public roadways and supports shared use of parking and access infrastructure across development phases. The Developer shall:

- (a) Design and construct the internal driveway system, access points, and parking areas on

Development Land in a manner that facilitates future integration with the Future Phases, including the provision of physical connection points, shared circulation routes, and coordinated layout;

- (b) Grant, or cause to be granted, reciprocal access and cross-access easements or agreements over the internal driveway and parking areas in favour of the owners and occupants of the Future Phases, on terms satisfactory to the Municipality;
- (c) Ensure that no buildings, structures, site features, or improvements are constructed in a manner that would preclude or unreasonably restrict the extension of internal access, vehicular circulation, or shared parking connections to the Future Phases; and
- (d) Cooperate with the Municipality and future owners of Future Phases to enter and register such mutual access, circulation, and shared parking agreements as may be required to ensure the coordinated and efficient development of the overall commercial area.

#### **2.11 Ownership of Services**

Unless otherwise described in this agreement, the Developer acknowledges that the Services 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 Services 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.

#### **2.12 Municipality Not Obligated to Construct and Install Services**

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

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

#### **2.13 Development and Building Permit Servicing Preconditions**

- (a) The Developer acknowledges and agrees that the timely provision of the Services is a fundamental condition of development within the Development Land. Notwithstanding any other provision of this Agreement, the Municipality may administer development permit approvals for the Development Land in two stages. A Stage 1 Development Permit may be issued following execution of this Agreement for the limited purpose of permitting site clearing necessary to inform the preparation of IFC Drawings for drainage, grading and related servicing design. Except as expressly authorized by the Municipality, a Stage 1 Development Permit shall not authorize any further development, construction, installation of Services, building construction, occupancy, or site works beyond such clearing.
- (b) Except for a Stage 1 Development Permit issued for the limited clearing purposes described in Subsection 2.14(a), the Municipality shall not be obligated to issue a Stage 2 Development Permit or any other development permit authorizing development beyond clearing within the Development Land unless, to the satisfaction of the Municipality, acting reasonably:
  - (i) The Approved Plans and Specifications and Issued for Construction Drawings



- applicable to the proposed development phase have been submitted and approved;
- (ii) All required permits and approvals from applicable Governmental Authorities relating to the Services required to support the proposed development have been obtained;
  - (iii) Security has been submitted and accepted by the Municipality in accordance with this Agreement for all Services required to support the proposed development phase; and
  - (iv) One of the following conditions has been satisfied:
    - I. The Services required to support the proposed development have been constructed and are operational; or
    - II. The Services required to support the proposed development are, in the opinion of the Municipality, substantially underway in accordance with the Approved Plans and Specifications, and there is no material risk to public safety or to the orderly provision of servicing.
- (c) The Municipality shall not be obligated to issue a building permit for any building or structure within the Development Land unless, to the satisfaction of the Municipality, acting reasonably:
- (i) The conditions for issuance of a development permit under this Section have been satisfied;
  - (ii) All Services necessary to support the safe construction and functioning of the proposed building, including but not limited to access, drainage, and utility servicing, have been installed or are secured through acceptable phasing and construction arrangements; and
  - (iii) The Developer has demonstrated that adequate provision has been made for:
    - I. Potable or non-potable water supply, as applicable;
    - II. Wastewater collection and disposal; and
    - III. All-weather access for emergency services.
- (d) The building design and architectural styling shall be generally consistent with the building elevation represented by the Developer and attached in Appendix B.

## **2.14 Health and Safety**

- (a) The Developer, as the prime contractor for the Services 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 Services and shall at all times be responsible to ensure all Services complies with all applicable construction health and safety legislation and regulations.
- (b) All excavations within the Development Land 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.

## **2.15 Wastewater / Sewer Services**

- (a) The Developer 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 Development Land.
- (b) Approval of the construction and installation of the Septic System within the Development Land is subject to submission to the Saskatchewan Health Authority and the Municipality.
- (c) The Developer acknowledges that wastewater collection systems are private systems and the Municipality has no liability or responsibility for installation, operation, maintenance, repair, or replacement thereof.

## **2.16 Roadways**

- (a) The Developer shall be responsible for the construction of new roadways and the expansion of existing municipal roadways as conceptually described in Schedule "B" and further confirmed by the Approved Plans and Specifications.
- (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 because of the construction and installation of the Services.

## **2.17 Power, Gas, Telephone and Cable Utilities**

Within the Development Land, 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 Development Land (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.

## **2.18 Fire Services**

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

## **2.19 Streetlights and Mailboxes**

The Developer shall provide, construct and install Roadways and Street Lights in the Development Land in accordance with the Approved Plans and Specifications.

## **2.20 Street Signs**

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

## **2.21 Drainage and Grading Plan**

- (a) The approved conceptual drainage and grading plan appended to this Agreement shall form the basis for defining the Developer's obligations respecting drainage and grading in the Development Land under this Section. The Developer shall design, construct and install, or cause to be designed, constructed and installed, a drainage control network in the Development Land consistent with that approved conceptual drainage and grading plan, provided that no construction shall proceed until the Municipality has approved the applicable IFC Drawings.
- (b) The Developer or any subsequent Property Owner shall be responsible for all costs associated with the maintenance of drainage on privately owned lands within the Development Land.
- (c) The Developer shall deliver As-Built Drawings bearing the signature and seal of either a Registered Saskatchewan Professional Engineer or a Saskatchewan Land Surveyor, confirming that the record of construction for the actual finished elevation and grading of the Subdivision is consistent with the approved IFC Drawings and the final drainage and grading design. The timing, inspection, review, acceptance and approval of such submissions shall be governed by Article 3.

## **2.22 Water Services**

- (a) The Developer shall be responsible for the design, construction, installation, operation, maintenance, repair and replacement of one or more groundwater wells and all related works required to supply untreated water within the Development Land.
- (b) The Developer acknowledges and agrees that the water supply system serving the Development Land is and shall remain a private system, and that the Municipality shall have no responsibility or liability whatsoever for the design, construction, installation, operation, management, monitoring, maintenance, repair, replacement, quantity or supply of water from such system.
- (c) The Developer shall, at its sole cost and expense, obtain all permits, licenses, approvals and authorizations required from all Governmental Authorities having jurisdiction in relation to the water supply system, including all approvals required prior to commencing construction of the water supply system and prior to the occupation or use of any part of the Development Land for the intended development.
- (d) The Developer shall ensure that the design, construction, installation, operation and use of the water supply system always comply with all applicable laws, regulations, approvals, permit conditions and requirements of the authorities having jurisdiction.
- (e) No approval by the Municipality under this Agreement, nor any review or acceptance by the Municipality of any plans, drawings or other materials relating to the water supply system, shall be construed as assuming any responsibility for or certifying the adequacy, safety, capacity, potability or regulatory compliance of the water supply system.

## **ARTICLE 3 REPORTING, INSPECTION AND SUBSTANTIAL COMPLETION**

### **3.1 Ongoing Inspection of Services**

As each component of the Services 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 Municipality shall advise the Developer whether the Municipality such component is substantially complete. If any such component of the Services is found to not be substantially complete, the Municipality shall provide the Developer with a written list of such deficiencies pertaining to the Services to be corrected by the Developer.

### **3.2 Construction Completion Certificate**

When the Services have been completed, the 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 Services is substantially complete and:

- (a) Following such report, provided that the Services 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 Services is found to not be substantially complete, the Municipality shall provide the Developer with a written list such deficiencies pertaining to the Services 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.

### **3.3 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 Development 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 Development Land.
- (b) As a pre-condition for 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 4 WARRANTY PERIOD**

### **4.1 Maintenance and Warranty Period**

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

#### **4.2 Final Acceptance Certificate**

- (a) The Developer may apply to the Municipality for the issuance of a certificate of final completion (the "Final Acceptance Certificate").
- (b) At the end of the Warranty Period for any of the Services, the Developer may apply for a Final Acceptance Certificate.
- (c) Within 30 days of receipt of the request for a Final Acceptance Certificate, the Municipal Engineer shall inspect all the Services to determine whether the Developer has discharged its obligation during the Warranty Period.
- (d) Within a reasonable time of completing such inspection, the Municipality shall notify the Developer with respect to any of the 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.
- (e) Upon rectification of all maintenance, repair and replacement deficiencies, or if no such deficiencies are identified, the Municipality shall issue the Final Acceptance Certificate, and the Developer's obligations under this Article shall thereafter cease.
- (f) 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.

#### **4.3 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 new roadways within or outside of the Development Land as generally described in Schedule "B" 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 because 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 within the Development Land.

#### **4.4 Construction Garbage**

- (a) During the construction and installation of the Services 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 Development Land or the surrounding area that may have been affected.
- (b) 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.
- (c) Notwithstanding the foregoing, the Municipality authorizes the Developer to deliver stumps removed from within the Development Land to the municipal landfill for disposal, and the Municipality agrees that no tipping fee or disposal charge shall apply to such stumps. The Developer shall be solely responsible, at its own cost and expense, for all

loading, hauling, transportation and delivery of such stumps to the municipal landfill and shall comply with all reasonable municipal directions and landfill requirements respecting the timing, manner and location of delivery.

#### **4.5 Repairs and Replacements to Services 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 Services 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 Services and recover the cost thereof from the Developer.

### **ARTICLE 5 AGREEMENT RUNS WITH THE LAND**

#### **5.1 Agreement Runs with Land and May Be Registered**

It is agreed that:

- (a) The rights and obligations of the Developer under this Agreement are intended to run with and bind the Development Land and to be binding upon the Developer and its successors and assigns and any future owner of all or any part of the Development Land;
- (b) The Parties acknowledge and agree that this Agreement is intended to be registered against title to the Development Land;
- (c) The Municipality may take such steps and require such acknowledgments, postponements, consents and registrations as may be reasonably necessary to register this Agreement against the title to the Development Land;
- (d) the Developer hereby agrees that any interest in the Development 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 Development Land and all such other interests shall be postponed to the Municipality's interest in the Development Land based on this Agreement.

#### **5.2 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 Development 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 Development Land or any portion thereof. This Agreement is an interest in the Development Land, and the rights, restrictions and obligations hereunder are binding upon each owner or any portion thereof, and shall be, and remain, registered against title to the Development 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 the rights, restrictions and obligations hereunder.

## **ARTICLE 6 INDEMNITY BY DEVELOPER**

### **6.1 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 construction of Services contemplated by this Agreement.

### **6.2 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 Services to be maintained by the Developer during the Warranty Period, even if such Services are performed by the Municipality.

### **6.3 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.

### **6.4 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 7 LIABILITY INSURANCE**

### **7.1 Obligation to Insure**

The Developer, prior to initiating any construction, shall deposit with the Municipality a certificate of insurance disclosing that the Developer holds liability insurance with an insurer satisfactorily 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.

### **7.2 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 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 8**

### **SECURITY FOR PERFORMANCE**

#### **8.1 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.

#### **8.2 Time for Posting Security**

Security as required by this Agreement shall be posted at the time or times required by the Municipality having regard to the approved phasing of development. Without limiting the generality of the foregoing, any Security required in respect of Services, roadways, grading, drainage, lighting, landscaping, water supply and distribution, or other works necessary to support development beyond the limited clearing authorized by a Stage 1 Development Permit shall be posted and accepted by the Municipality before issuance of a Stage 2 Development Permit and before commencement of such works.

#### **8.3 Form for Security**

- (a) The Developer shall post and maintain "Security" in an amount equal to fifty percent (50%) of the estimated cost of constructing, completing, repairing, and correcting the Services to be constructed under this Agreement that are intended to be transferred to, assumed by, or may become the responsibility of the Municipality, as determined by the Municipality acting reasonably.
- (b) The value of the Security shall exclude the cost of any private services or private utility systems, including any private water supply or private wastewater systems, except to the extent that such works are required to protect municipal infrastructure or to satisfy any obligation of the Developer to the Municipality under this Agreement.



- (c) The value of the Security shall be based on an Opinion of Probable Cost (OPC) prepared by the Developer's Engineer in conjunction with the submission of IFC drawings. The OPC shall be subject to review and written approval by the Municipality, acting reasonably, and the Municipality may require revisions to the OPC to ensure that it accurately reflects current market costs, construction risks, and contingency allowances prior to establishing the required Security amount.
- (d) The Security required under this Agreement shall be provided in one or more of the following forms, in each case in a form and from a surety acceptable to the Municipality:
  - (i) Depositing with the Municipality, cash; or
  - (ii) 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.
  - (iii) Depositing with the Municipality, an irrevocable non-expiring letter of credit issued by a chartered bank in Canada, acceptable to the Municipality.
- (e) 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
- (f) 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 a letter of credit to which the obligations pertain to payment in whole or in part and shall not be liable to the Developer, therefore.

#### **8.4 Reduction of Security**

The security held by the Municipality may be reduced upon written application by the Developer, subject to the receipt of a Construction Completion Certificate of the Services 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.

#### **8.5 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 9 DEFAULT AND REALIZATION ON SECURITY**

#### **9.1 Events of Default - Construction of the Services**

Default shall occur if the Developer:

- (a) Fails to undertake the Services in accordance with the Approved Plans and Specifications;
- (b) Having commenced the Services, fails or neglects to proceed on a timely and reasonable basis;
- (c) Fails to undertake the Services 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.

#### **9.2 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.

#### **9.3 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.

#### **9.4 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 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 Development Land and proceed to supply all materials and do all necessary work in connection with the Services, 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 Development Land and proceed to repair and/or maintain any Services 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.

#### **9.5 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.

#### **9.6 Right to Refuse Permit**

In addition to any other remedy it may have, the Municipality may refuse to issue any Stage 2 Development Permit, building permit, or any other permit authorizing development beyond the limited clearing contemplated by a Stage 1 Development Permit for any building or development within the Development Land unless the applicable statutory requirements and the permit-related preconditions expressly set out in Section 2.13 of this Agreement have been satisfied.

### **ARTICLE 10 NON-WAIVER BY MUNICIPALITY**

#### **10.1 Entry as Agent**

It is understood and agreed between the parties that any entry upon the Development 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 Services on the Development Land extend to any action undertaken by the Municipality because of the Developer's default.

## **10.2 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 Services, during the Warranty Period, does not assume responsibility for such Services, 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 Services, 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 11 MISCELLANEOUS PROVISIONS**

### **11.1 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 Development Land, except upon due compliance with the Municipality's bylaws and all other regulations pertaining to development.

## **ARTICLE 12 ARBITRATION**

### **12.1 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 13 GENERAL PROVISIONS**

### **13.1 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.

### **13.2 Further Acts**

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

### **13.3 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.

### **13.4 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.

### **13.5 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 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.

### **13.6 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.

### **13.7 Notice**

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

Torcarae Developments Inc.  
Box 469  
Candle Lake, SK  
S0J 3E0

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

**13.8 Time of the Essence**

Time shall be the essence of this Agreement.

**13.9 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 \_\_\_\_\_, 2026.

**THE RESORT VILLAGE OF CANDLE LAKE**

Per: \_\_\_\_\_  
Name: Colleen Lavoie  
Title: Mayor

(Seal)

Per: \_\_\_\_\_  
Name: Brent Lutz  
Title: Chief Administrative Officer

**TORCARAE DEVELOPMENTS INC.**

\_\_\_\_\_  
Witness or Seal

\_\_\_\_\_  
Authorized Signatory

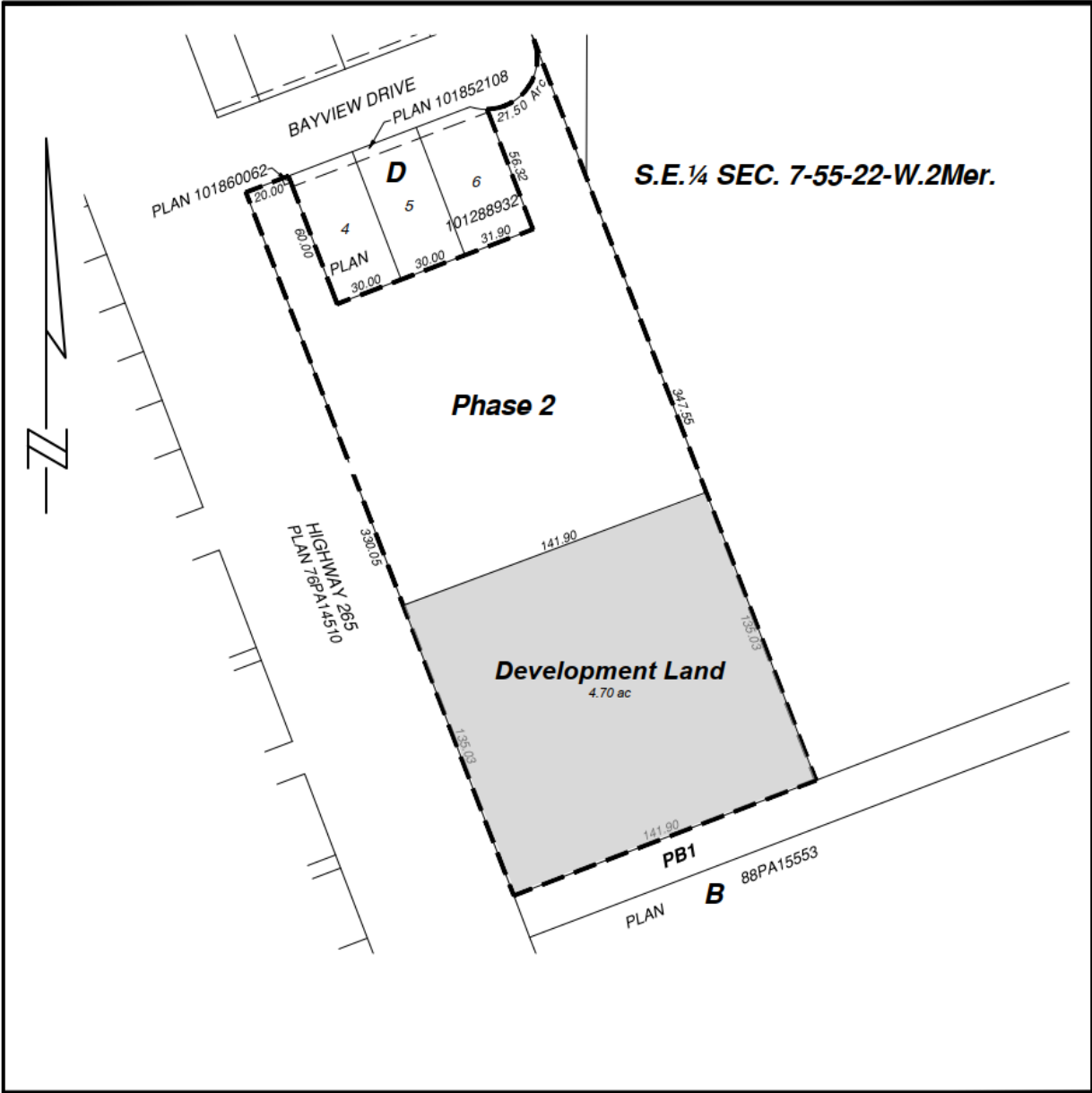
**SCHEDULE "A"**  
**DESCRIPTION OF THE LANDS**

RE:                   Development Agreement

BETWEEN:       **Torcarae Developments Inc.**

                      AND

**The Resort Village of Candle Lake**



**SCHEDULE "B"**  
**DEVELOPMENT AND SERVICING CONCEPT**

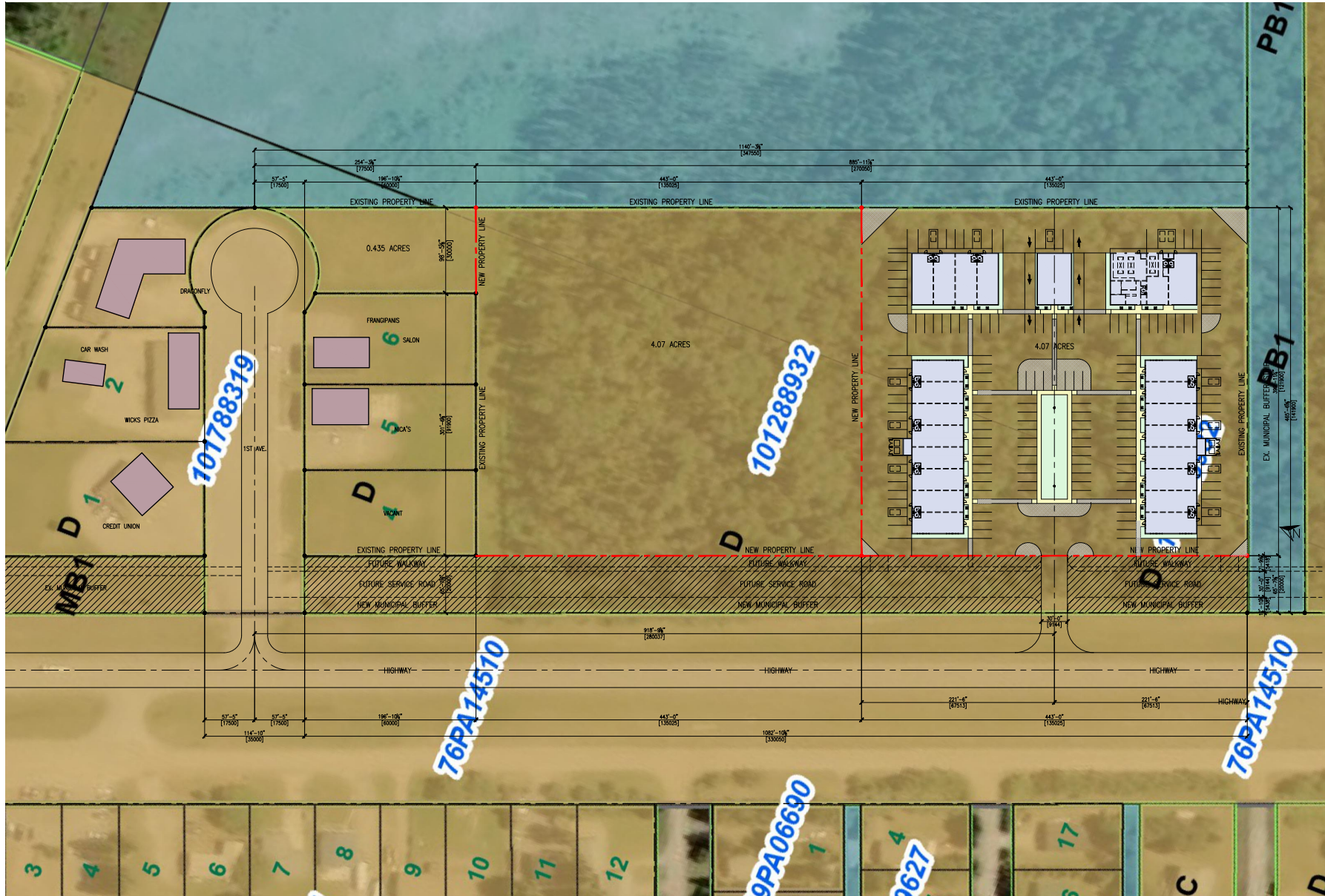
RE:               Development Agreement

BETWEEN:      **Torcarae Developments Inc.**

AND

**The Resort Village of Candle Lake**





CONSULTANT:

**REM**  
Rempel Engineering  
& Management Ltd

1212 8TH STREET EAST  
SASKATOON, SK., S7H 0S6  
PHONE: (306) 243-8737  
WWW.REMPEL.ENG.CA

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ARE THE PROPERTY OF REMPEL  
ENGINEERING & MANAGEMENT LTD. AND  
MAY NOT BE REPRODUCED IN WHOLE OR IN  
PART WITHOUT THEIR PERMISSION.

| C    | 26/04/08 | ISSUED FOR APPROVAL |
|------|----------|---------------------|
| B    | 26/04/04 | ISSUED FOR REVIEW   |
| A    | 26/03/20 | ISSUED FOR REVIEW   |
| REV. | DATE     | COMMENTS            |

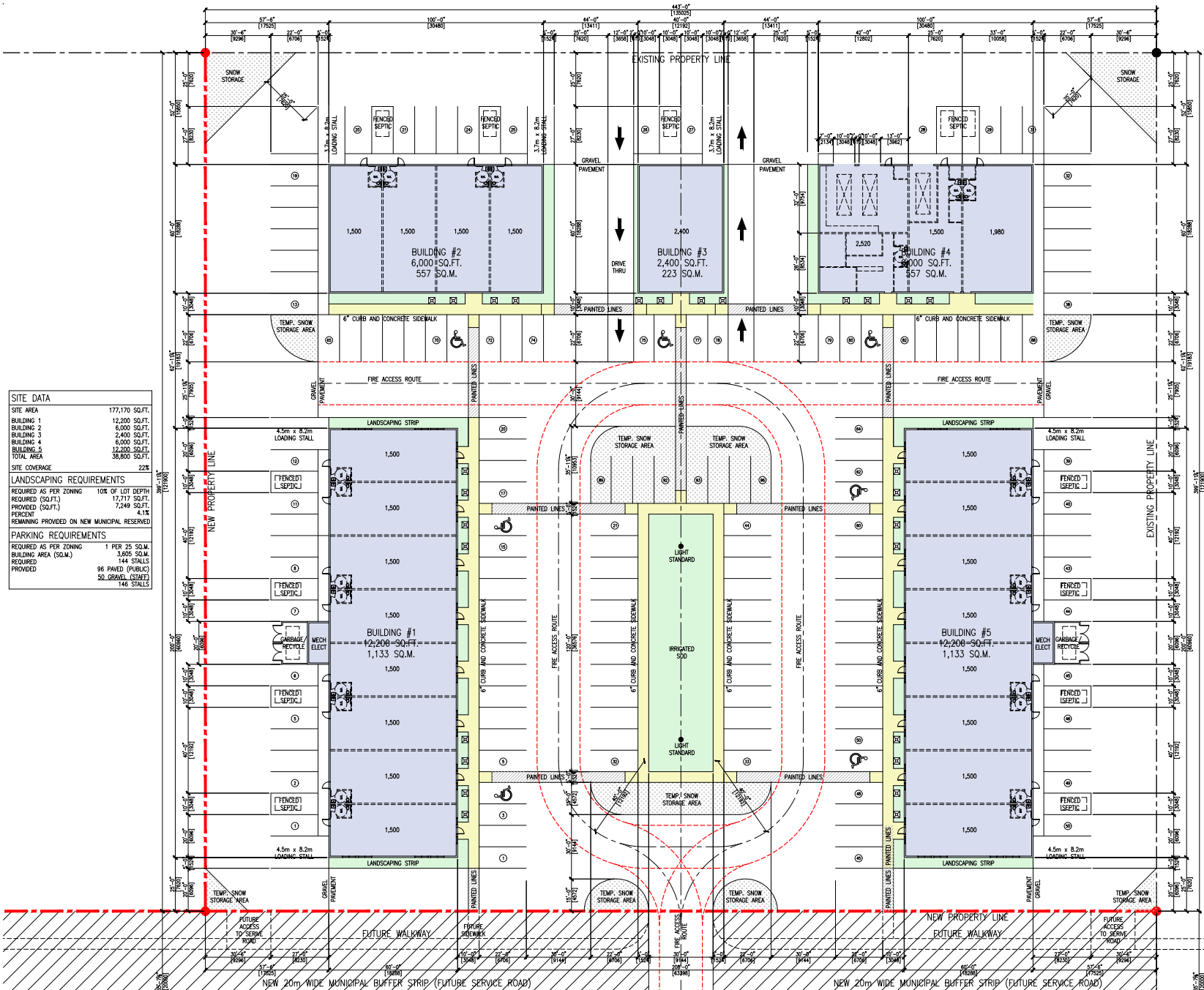
PROJECT:  
**TIMBER GATE  
PLAZA**

CANDLE LAKE, SK

DRAWING NAME:  
**KEY PLAN**

|                          |                            |
|--------------------------|----------------------------|
| PROJECT No.:<br>25-15054 | DRAWN/DESIGNED BY:<br>C.K. |
| SCALE:<br>1"=50'-0"      | DWG. No.<br><b>B1.1</b>    |

April 18, 2008 2:46:07 PM



CONSULTANT:



**Rempel Engineering  
& Management Ltd**

1212 8TH STREET EAST  
SASKATOON, SK., S7H 0S6  
PHONE: (306) 243-8737  
WWW.REMPEL.ENG.CA

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PART WITHOUT THEIR PERMISSION.

EX. MUNICIPAL BUFFER STRIP

EXISTING PROPERTY LINE

|      |          |                     |
|------|----------|---------------------|
| C    | 26/04/08 | ISSUED FOR APPROVAL |
| B    | 26/04/04 | ISSUED FOR REVIEW   |
| A    | 26/03/20 | ISSUED FOR REVIEW   |
| REV. | DATE     | COMMENTS            |

PROJECT:  
**TIMBER GATE  
PLAZA**

CANDLE LAKE, SK  
DRAWING NAME  
SITE PLAN

PROJECT No.:  
25-15054

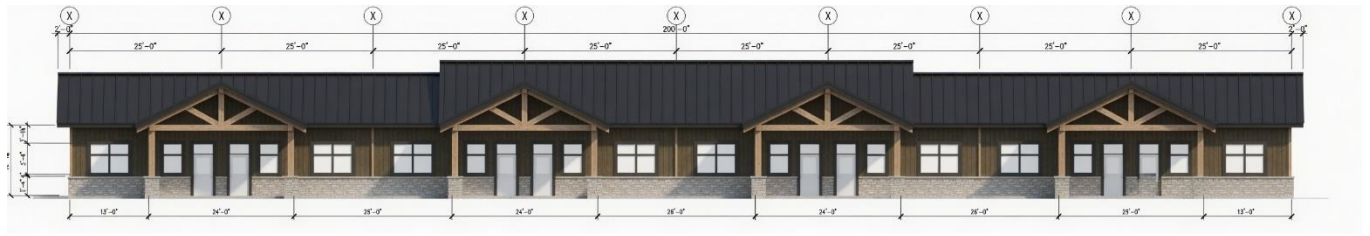
DRAWN/DESIGNED BY:  
C.K.

SCALE:  
1"=20'-0"

DWG. No.  
**B1.2**

April 9, 2008 2:45:01 PM

## Timber Gate - Conceptual Building Elevation





**Associated  
Engineering**

*GLOBAL PERSPECTIVE.  
LOCAL FOCUS.*

**Associated Engineering (Sask.) Ltd.**  
579 - 28th Street West  
Prince Albert, SK S6V 4T1 Canada  
[www.ae.ca](http://www.ae.ca)

April 30, 2026  
File: 2026-4419.00

TEL: 306.764.3040

Mark Peters  
Planning and Development Manager  
Resort Village of Candle Lake

**Re: PROPOSED STORMWATER MANAGEMENT PLAN  
TIMBER GATE PLAZA**

Dear Mr. Peters:

On behalf of the developer, Rock Ridge Homes Inc., information has been analysed and prepared regarding a stormwater management plan and conceptual grading plan for the proposed commercial development of Timber Gate Plaza.

**1 EXISTING CONDITIONS**

Currently, the site is entirely forested area that drains northeast into Bay Lake. The site is located just west of Highway 265. Topographic information of site was compiled from existing LiDAR information taken during snow free conditions. An analysis of site drainage was completed with the total area being 16,445 m<sup>2</sup>. For a 1:100 year storm event, the peak run-off would be 0.035 m<sup>3</sup>/s and contribute 125 m<sup>3</sup> off site over the course of an hour. Attached is the pre-development flow calculations spreadsheet.

**2 PROPOSED CONDITIONS**

The owner intends to build a commercial development which includes 5 buildings as commercial rental units. The site would be developed to include driving lanes, parking, and areas to sit down to enjoy scenario or have a place to picnic. The driving and parking areas will be a mixture of gravel and paved surfacing structures. The gravel areas will be along the outside perimeter of the proposed site while the middle of the site where vehicles will travel more frequently is planned to be paved. There are feature areas mainly around buildings will have crushed rock.

As indicated earlier, the current site flows northwest from Highway 265 to Bay Lake. The developed area is planned to shed off, or around and along its perimeter and shed stormwater run-off that eventually deposits into Bay Lake which has significant capacity storage capacity remaining without any appreciable increase in water level. An analysis of the site drainage was completed for the site for a 1:100 year storm event. The calculated peak run off is 0.150 m<sup>3</sup>/s and would contribute 540 m<sup>3</sup> over the course of an hour. The calculations would show that the post developed area would contribute an additional 415 m<sup>3</sup> of run-off water in a 1:100 year stormwater event when compared to the pre-development state. Attached are the post-development flow calculations spreadsheet and the proposed concept drainage plan in Figure 1.



Platinum  
member

The calculated excess stormwater from the post-development site would be absorbed by Bay Lake which is approximately 160 m from site. The amount of calculated run off water would be less than 20% of an Olympic swimming pool being contribute to a lake that is approximately 960,000 m<sup>2</sup> in surface area. The excess contribution amount would be negligible to Bay Lake based on the analysis and information prepared for this site in this letter and will not result in any increase to water levels in that storage basin. Please contact me if there are any questions or clarifications required.

Yours truly,



Ian Farthing, P.Eng  
Project Engineer, Prince Albert

IF/if



## Resort Village of Candle Lake

Associated Engineering

| Catchments No. | Surface Type | Coefficient (Cv) | Area (m <sup>2</sup> ) | Average Slope (m/m) | Length of Travel (m) | Tc (Kerby) (minutes) | Tc (FAA) (minutes) | Tc (Kirpich) (minutes) | Rainfall Intensity (1 hour) |                           |                               | Rational Method                   |                                   |                                     |
|----------------|--------------|------------------|------------------------|---------------------|----------------------|----------------------|--------------------|------------------------|-----------------------------|---------------------------|-------------------------------|-----------------------------------|-----------------------------------|-------------------------------------|
|                |              |                  |                        |                     |                      |                      |                    |                        | Q (1:2yr.)<br>1:2yr mm/hr   | Q (1:5yr.)<br>1:5yr mm/hr | Q (1:100yr.)<br>1:100yr mm/hr | Q (1:2yr.)<br>(m <sup>3</sup> /s) | Q (1:5yr.)<br>(m <sup>3</sup> /s) | Q (1:100yr.)<br>(m <sup>3</sup> /s) |
| Area 1         | Forest Area  | 0.20             | 16445                  | 0.02100             | 180                  | 22.9                 | 17.1               | 0.0                    |                             |                           |                               |                                   |                                   |                                     |
|                | Building     | 0.95             | 0                      | 0.02000             | 0                    | 0.0                  | 0.0                | 0.0                    |                             |                           |                               |                                   |                                   |                                     |
|                | Asphalt      | 0.95             | 0                      | 0.00950             | 0                    | 0.0                  | 0.0                | 0.0                    |                             |                           |                               |                                   |                                   |                                     |
|                | Total        | 0.20             | 16445                  |                     |                      | 22.9                 | 17.1               | 0.0                    | 17.2                        | 23.3                      | 38.1                          | 0.016                             | 0.021                             | 0.035                               |

|                   |   |       |
|-------------------|---|-------|
| Gravel            | - | 0     |
| Contributing Roof | - | 0     |
| Grass             | - | 16445 |
| Asphalt/Concrete  | - | 0     |
| Total Area        | - | 16445 |

|             |   |      |
|-------------|---|------|
| Weighted Cv | - | 0.15 |
|-------------|---|------|

|                     |                                                |
|---------------------|------------------------------------------------|
| 1:2yr Return Period | Q=Cv*i*A                                       |
| A (Coeff.) 18.5     | Intensity (mm/hour) = A*Tc(hours) <sup>B</sup> |
| B (Exponent) -0.699 |                                                |

|                     |                                                  |
|---------------------|--------------------------------------------------|
| 1:5yr Return Period | <b>Kirpich</b>                                   |
| A (Coeff.) 26       | Tc (minutes) = $0.0078 * (L^{0.77} / S^{0.385})$ |
| B (Exponent) -0.684 | *L = feet                                        |
|                     | *S = feet/feet                                   |

|                       |                                                 |
|-----------------------|-------------------------------------------------|
| 1:100yr Return Period | <b>Kerby</b>                                    |
| A (Coeff.) 46.5       | Tc(minutes) = $0.83 * (LnS^{-0.5})^{0.467}$     |
| B (Exponent) -0.677   | *L = feet                                       |
|                       | *n = Kerby Retardance Coefficient               |
|                       | *S = feet/feet                                  |
|                       | <b>FAA Rational</b>                             |
|                       | Tc(minutes) = $(1.1-C)L^{0.5} / (100S)^{0.333}$ |
|                       | *L = feet                                       |
|                       | *C = FAA Rational Coefficient                   |
|                       | *S = feet/feet                                  |

**Kirpich Adjustment Factors**

|                   |      |
|-------------------|------|
| Natural Grass     | 2.00 |
| Roadside Ditches  | 1.00 |
| Asphalt           | 0.40 |
| Concrete Channels | 0.20 |

**Kerby Retardance Factors**

|                      |      |
|----------------------|------|
| Dense Grass          | 0.80 |
| Deciduous Timberland | 0.60 |
| Average Grass        | 0.40 |
| Poor Grass, Bare Sod | 0.30 |
| Gravelled Area       | 0.10 |
| Smooth Pavements     | 0.02 |

**FAA Rational Runoff Coefficients**

|                   |           |
|-------------------|-----------|
| Lawns             | 0.05-.35  |
| Forest            | 0.05-0.25 |
| Cultivated Land   | 0.08-0.41 |
| Meadow            | 0.10-0.50 |
| Parks, Cemeteries | 0.10-0.25 |
| Unimproved Areas  | 0.10-0.30 |
| Pasture           | 0.12-0.62 |
| Residential Areas | 0.30-0.75 |
| Business Areas    | 0.50-0.95 |
| Industrial Areas  | 0.50-0.90 |
| Asphalt Streets   | 0.70-0.95 |
| Brick Streets     | 0.70-0.85 |
| Roofs             | 0.75-0.95 |
| Concrete Streets  | 0.70-0.95 |

**City of Prince Albert Runoff Coefficients**

|          |      |
|----------|------|
| Asphalt  | 0.95 |
| Building | 0.95 |
| Concrete | 0.95 |
| Gravel   | 0.85 |
| Grass    | 0.15 |

\*Rainfall Return Period and Coefficients obtained for nearest community of Waskesiu Lake

|       |       |       |         |
|-------|-------|-------|---------|
|       | 1:2yr | 1:5yr | 1:100yr |
| Total | 0.016 | 0.021 | 0.035   |

**Site Volume Calculations**

|                                                                                 |      |
|---------------------------------------------------------------------------------|------|
| 1:100 yr Rainfall 1 Hour Storm Duration (mm/hr) -                               | 50.2 |
| From Enviroment Canada Data                                                     |      |
| A - Pre-Development Total Volume Contributed 1:100yr (m <sup>3</sup> ) -        | 125  |
| re-Development Total Volume Contributed From Area 1 1:100yr (m <sup>3</sup> ) - | 125  |

Resort Village of Candle Lake  
Associated Engineering

| Catchments No. | Surface Type            | Coefficient (Cv) | Area (m <sup>2</sup> ) | Average Slope (m/m) | Length of Travel (m) | Tc (Kerby) (minutes) | Tc (FAA) (minutes) | Tc (Kirpich) (minutes) | Rainfall Intensity (1 hour) |                          |                              | Rational Method                |                                |                                  |
|----------------|-------------------------|------------------|------------------------|---------------------|----------------------|----------------------|--------------------|------------------------|-----------------------------|--------------------------|------------------------------|--------------------------------|--------------------------------|----------------------------------|
|                |                         |                  |                        |                     |                      |                      |                    |                        | Q (1:2yr.) :2yr mm/h        | Q (1:5yr.) (1:5yr mm/hr) | Q (1:100yr.) (1:100yr mm/hr) | Q (1:2yr.) (m <sup>3</sup> /s) | Q (1:5yr.) (m <sup>3</sup> /s) | Q (1:100yr.) (m <sup>3</sup> /s) |
| Area 1         | Grass                   | 0.15             | 1047                   | 0.02000             | 15                   | 7.2                  | 5.3                | 0.0                    |                             |                          |                              |                                |                                |                                  |
|                | Building                | 0.95             | 3603                   | 0.01000             | 32                   | 12.1                 | 2.8                | 1.7                    |                             |                          |                              |                                |                                |                                  |
|                | Gravel and Crushed Rock | 0.85             | 6157                   | 0.01000             | 15                   | 8.5                  | 3.2                | 0.9                    |                             |                          |                              |                                |                                |                                  |
|                | Asphalt                 | 0.95             | 5638                   | 0.02500             | 80                   | 15.0                 | 1.8                | 0.9                    |                             |                          |                              |                                |                                |                                  |
|                | Total                   | 0.86             | 16445                  |                     |                      | 42.9                 | 13.0               | 3.5                    | 17.2                        | 23.3                     | 38.1                         | 0.068                          | 0.092                          | 0.150                            |

|                  |   |       |
|------------------|---|-------|
| Gravel           | - | 6157  |
| Grass/Landscape  | - | 1047  |
| Building         | - | 3603  |
| Asphalt/Concrete | - | 5638  |
| Total Area       | - | 16445 |

|             |   |      |
|-------------|---|------|
| Weighted Cv | - | 0.86 |
|-------------|---|------|

|                     |                                     |
|---------------------|-------------------------------------|
| 1:2yr Return Period | Q=Cv*i*A                            |
| A (Coeff.) 18.5     | Intensity (mm/hour) = A*Tc(hours)^B |
| B (Exponent) -0.773 |                                     |

|                     |                                                                |
|---------------------|----------------------------------------------------------------|
| 1:5yr Return Period | Tc (minutes) = 0.0078*(L <sup>0.77</sup> /S <sup>0.385</sup> ) |
| A (Coeff.) 25       | *L = feet                                                      |
| B (Exponent) -0.77  | *S = feet/feet                                                 |

|                       |                                                            |
|-----------------------|------------------------------------------------------------|
| 1:100yr Return Period | <b>Kerby</b>                                               |
| A (Coeff.) 39.8       | Tc(minutes) = 0.83*(LnS <sup>-0.5</sup> ) <sup>0.467</sup> |
| B (Exponent) -0.735   | *L = feet                                                  |
|                       | *n = Kerby Retardance Coefficient                          |
|                       | *S = feet/feet                                             |

|                                                                |
|----------------------------------------------------------------|
| <b>FAA Rational</b>                                            |
| Tc(minutes) = (1.1-C)L <sup>0.5</sup> /(100S) <sup>0.333</sup> |
| *L = feet                                                      |
| *C = FAA Rational Coefficient                                  |
| *S = feet/feet                                                 |

**Kirpich Adjustment Factors**

|                   |      |       |       |       |         |
|-------------------|------|-------|-------|-------|---------|
| Natural Grass     | 2.00 |       | 1:2yr | 1:5yr | 1:100yr |
| Roadside Ditches  | 1.00 | Total | 0.068 | 0.092 | 0.150   |
| Asphalt           | 0.40 |       |       |       |         |
| Concrete Channels | 0.20 |       |       |       |         |

**Kerby Retardance Factors**

|                      |      |
|----------------------|------|
| Dense Grass          | 0.80 |
| Deciduous Timberland | 0.60 |
| Average Grass        | 0.40 |
| Poor Grass, Bare Sod | 0.30 |
| Gravelled Surface    | 0.10 |
| Smooth Pavements     | 0.02 |

**FAA Rational Runoff Coefficients**

|                   |           |
|-------------------|-----------|
| Lawns             | 0.05-.35  |
| Forest            | 0.05-0.25 |
| Cultivated Land   | 0.08-0.41 |
| Meadow            | 0.10-0.50 |
| Parks, Cemeteries | 0.10-0.25 |
| Unimproved Areas  | 0.10-0.30 |
| Pasture           | 0.12-0.62 |
| Residential Areas | 0.30-0.75 |
| Business Areas    | 0.50-0.95 |
| Industrial Areas  | 0.50-0.90 |
| Asphalt Streets   | 0.70-0.95 |
| Brick Streets     | 0.70-0.85 |
| Roofs             | 0.75-0.95 |
| Concrete Streets  | 0.70-0.95 |

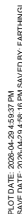
**City of Prince Albert Runoff Coefficients**

|          |      |
|----------|------|
| Asphalt  | 0.95 |
| Building | 0.95 |
| Concrete | 0.95 |
| Gravel   | 0.85 |
| Grass    | 0.15 |

**Site Volume Calculations**

|                                                                     |      |
|---------------------------------------------------------------------|------|
| 1:5yr Rainfall 1 Hour Storm Duration (mm/hr) -                      | 50.2 |
| From Enviroment Canada Data                                         |      |
| A - Post Development Volume Contributed 1:100yr (m <sup>3</sup> ) - | 540  |
| B - Predevelopment Volume (m <sup>3</sup> ) -                       | 125  |
| Excess stormwater contribution Volume 1:100yr (m <sup>3</sup> ) -   | 415  |

\*Rainfall Return Period and Coefficients obtained for nearest community of Waskesiu Lake



**TIMBER GATE**  
PLAZA

|                |                    |
|----------------|--------------------|
| AE PROJECT No. | 20264419-00        |
| SCALE          | 1:500              |
| APPROVED       | I. FARTHING        |
| DATE           | 2026APRIL29        |
| REV            | A                  |
| DESCRIPTION    | ISSUED FOR CONCEPT |