

AGREEMENT

BETWEEN:

RESORT VILLAGE OF CANDLE LAKE
(hereinafter referred to as the "Resort Village" or "The Municipality")

AND:

MARCUS HENDERSON, operating as "Mariner's Cove Marina"
(hereinafter referred to as the "Developer")

WHEREAS at the time of making this Agreement:

- a) The Developer was previously granted a development permit, on June 22, 2016, for the development of a marina for a parcel of land located at S.E 1/4 Sec. 19-55-22-W2 M and due to request of council of the Resort Village, the Developer is looking to relocate his Marina to a location as further described below.
- b) The Developer is in the process of establishing a lease of land described below, (hereinafter called the "Land") from the Government of Saskatchewan:

Commercial Lease – Marina Development
Parcel "B", Plan 80PA18337, Candle Lake, Saskatchewan

Civically located at #50 Highway 265 in the Resort Village of Candle Lake, Saskatchewan.
- c) The Developer wishes to develop Parcel "B" to enable him to create a Type II commercial marina with up to 150 slips and two (2) storage buildings.
- d) The Municipality and the Developer consider it appropriate that an agreement be entered into, confirming the relocation of the original site of the proposed Marina, to the second suggested site, prior to construction/development proceeding, so that both parties understand their respective rights and circumstances, entering into this development process.

AND WHEREAS THE PARTIES AGREE THAT the Developer intends to develop the property subject to the terms and conditions of this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

General Provisions

1. Any notice to the other Party shall be sufficiently served if sent by prepaid registered mail to the aforesaid address of the Party, as set out below.
2. Municipality shall mean the Administrator, Mayor or quorum of council, authorized to act on behalf of the Municipality, including any person hired by the Municipality as set out by resolution.

3. The terms of this Agreement, covenants, provisions and schedules shall run with the Land and shall be binding upon both Parties and their subsequent heirs, successors, administrators, assigns or transferees, as the case may be, unless specifically stated otherwise herein.
4. This Agreement represents the entire understanding between the parties with respect to the subject matter and supersedes all prior negotiations and agreements. All understanding and agreements between the parties are merged into this Agreement which alone fully and completely expresses their legal relationship in respect of the subject matter.
 - a) It is expressly understood and agreed that reference to individuals in this Agreement shall include corporations, executors, administrators, successors and assigns, and references in the singular number shall include the plural number, and references in the masculine gender shall include the feminine gender, whenever the context so requires.
 - b) Each of the provisions hereof is severable from any other provision, and the invalidity or the unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions.
5. This Agreement may be altered or added to with the mutual written consent of the Parties and their respective heirs, executors, administrators, successors and assignees and any alterations or additions shall be executed with the same formality as this Agreement and subsequently form part of this Agreement unless specified otherwise herein.
6. If any provision of this Agreement is found to be invalid, it is the intention of the Parties that the remainder of the Agreement shall remain in full force.
7. Each Party shall be responsible for paying their respective costs or fees for legal and engineering services required to bring effect to this Agreement, unless the same are specifically set out elsewhere in this agreement.
8. The Developer will be responsible for all costs associated with the development, save and except the following costs which shall be paid for by the Resort Village:
 - a) Heritage Study;
 - b) Sask Ministry of Finance;
 - c) Survey;
 - d) Development Permit from Resort Village office;
 - e) Endangered Species;
 - f) Sask Waters Security Agencies;
 - g) Advertising;

- h) Approach and culvert;
- i) Environmental Study
- j) Further costs which may be agreed to between the parties, and as set out in writing, as an addendum to this Agreement.

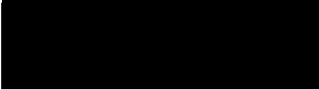
Performance Provisions

- 9. Time shall be of the essence.
- 10. Any notice, request or demand herein provided for shall be sufficiently given or made if delivered personally or mailed by ordinary mail, postage prepaid, addressed to the Resort Village at:

Resort Village of Candle Lake
Box 114
Candle Lake, SK S0J 3E0

and to the Developer at:

Marcus Henderson, o/a Mariner's Cove Marina



- 11. The Resort Village acknowledges that the Developers current Development Permit expires June 22, 2017. The Resort Village agrees to provide an extension of such permit to June 22, 2018 in the event the alternate site proves to be undevelopable due to findings in the studies needed and that the Service Agreement dated July 08, 2016 is also extended to July 08, 2018 as well as any other permits or agreements with the Resort Village related to the original development located at S. E 1/4 Sec. 19-55-22-W2 M and that those permits or agreements are also extended one year from approval date.

Municipal Responsibilities:

- 12. The Municipality agrees to the following provisions:
 - a) The Resort Village will provide to the Developer, at no cost, an area of land where the Developer will be permitted to place clay/fill materials. Such location will be agreed to and form Schedule "A" of this agreement and Schedule "A" will be added once the location is defined.
 - b) The Resort Village shall build the approach onto the parcel of land where the marina is to be located, and install the necessary culvert.
 - c) The Resort Village accepts the new development plan from the developer and will form Schedule (B) of this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested to by their proper authorized officers on their behalf this 10 day of January, 2017.

Marcus Henderson: 

Witness: 

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested to by their proper authorized officers on their behalf this _____ day of _____, 2017.

RESORT VILLAGE OF CANDLE LAKE

Per: _____

Per: _____

MA

Schedule "A"

**To be added once location for the placement of clay/fill is determined
by Council.**

Schedule "B"

mariners cove ltd inland marina development plan

use of land

Development plans are for a 150 slip inland marina with boat launch.
Parking for marina users and truck and trailer day parking.
Boat storage buildings with 10 bays each.

land size:

Parcel of land size requirements for this development are approximately 550' of frontage off highway #265 parallel to the lake with 505' of frontage on Candle lake.

land location

Property is located within the resort village of Candle lake on the west shore of Waskateena bay with road access off of highway 265.
N.E. 1/4 sec 13-55-23-2 (see attached map)

proposed access

Property will be accessed by newly constructed approach off highway 265

waste disposal

Garbage disposal: 6 yrd. bin to be supplied and emptied by Greenland waste management.
All sewage and grey water would be collected in an approved sewage holding tank.

services required

Power: will be required for docks, storage buildings and yard lights.
Natural gas: possible heating of storage buildings.

construction equipment

Equipment to be used during construction consist of an excavator, dozer, rock truck, tandem gravel trucks, bobcat and forestry equipment.

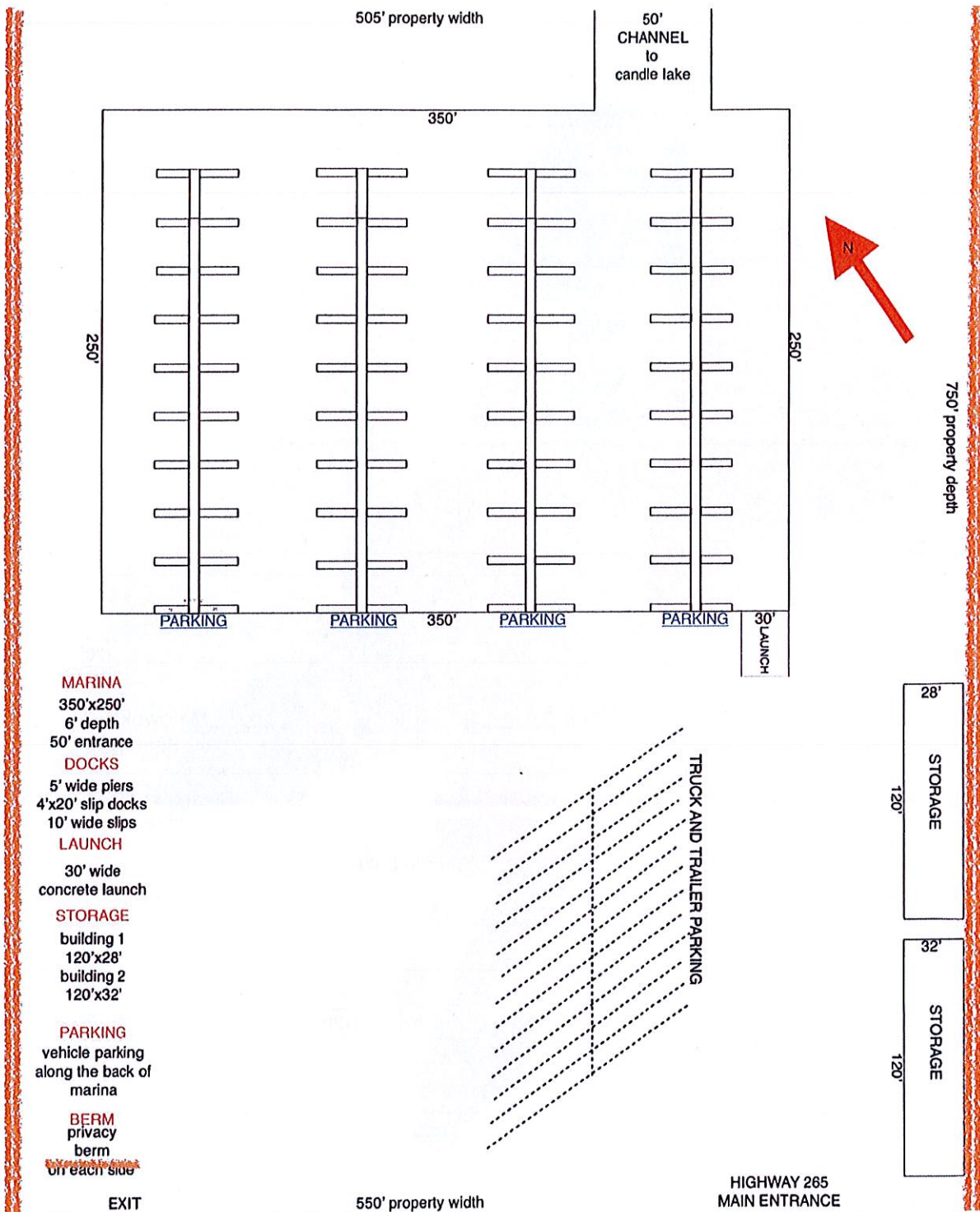
time line

Once all permits and approvals are received, we would expect to complete this development within one year weather permitting.

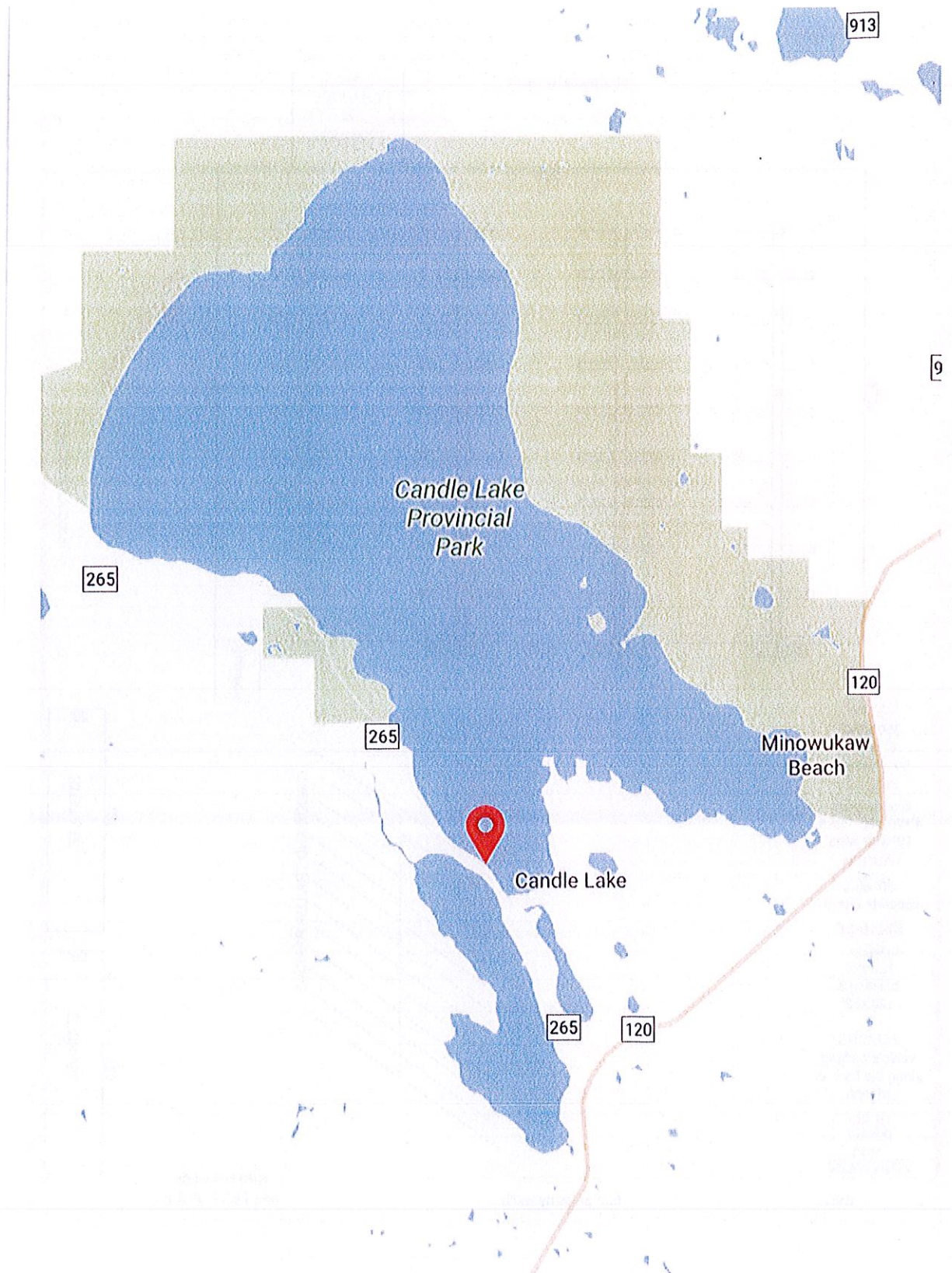
proposed water access

Channel for access into candle lake will be constructed. Channel will be 50' wide with 3/1 slope to a depth of 5'6" or equal to lake depth 50' from shore, approximately 5'6"
Channel will be lined with geotech and stone to a minimum of 2' above high water mark.

Schedule "B" con't



Schedule "B" con't



MAH

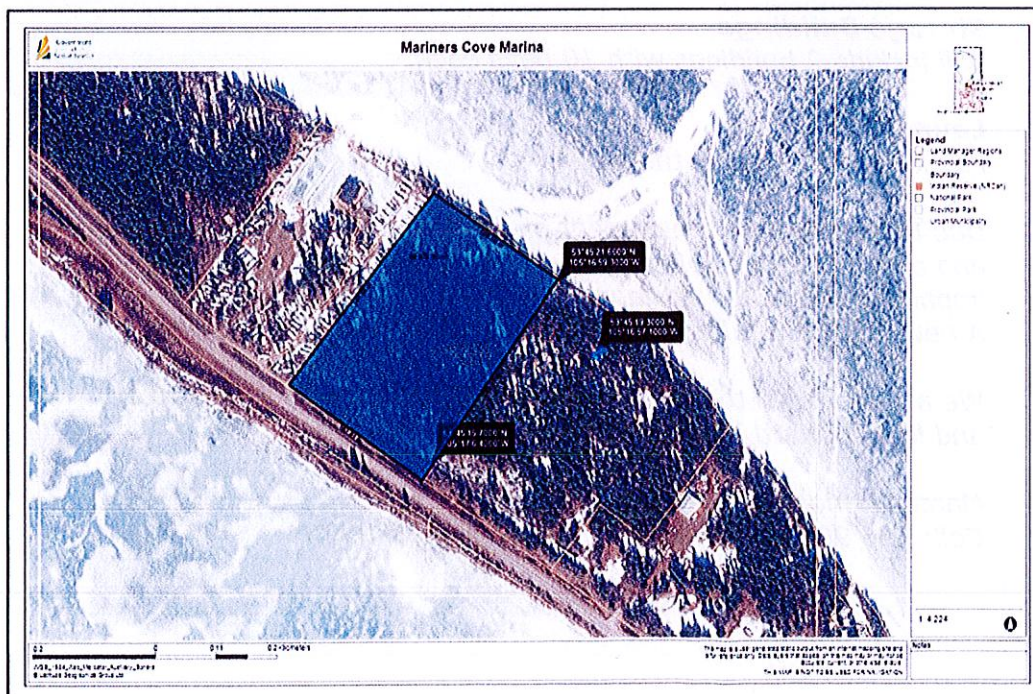
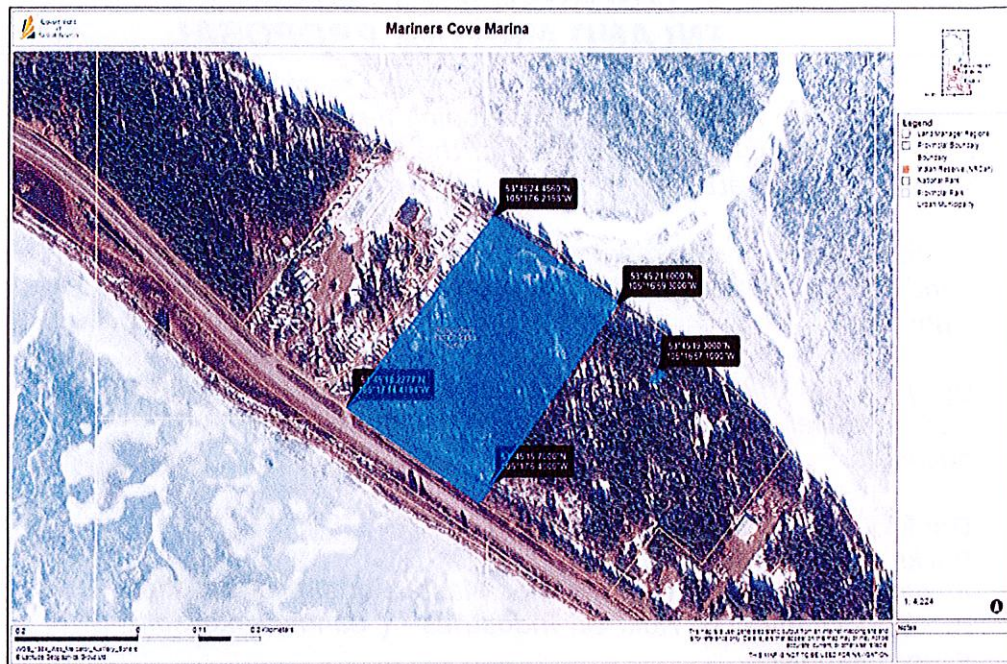
Schedule "B" con't

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Schedule "B" con't

MARINER'S COVE LTD. INLAND MARINA PROPOSAL

Mariner's Cove is interested in developing a marina at Candle Lake, off highway #265, just west of the SERM maintenance shop. (see map attached)

We feel recent development, in and around the Resort Village of Candle Lake, brings the need for more marinas and boat launches.

Our proposal will provide up to 150 marina slips, a boat launch, truck & trailer day parking for launch users, and boat storage buildings.

Docks

Docks will be floating

A: Aluminum - supplied by Marine Master, or similar product.

B: Poly - supplied by Hold On Industries - (Candle Lake Golf Resort Marina)

Storage Buildings

Will include 2 buildings with 10 bays each.

Launch

Pay launch for use by the public.

Due to the recent development of subdivisions and RV parks, in and around Candle Lake, this project will not have a negative impact on the other marinas.

A new marina would be a welcome addition to our community.

We are prepared to start this development as soon as possible, and look forward to discussing it further with you.

Marcus Henderson

Cell: [REDACTED]

Email: [REDACTED]