

RESORT VILLAGE OF BIG SHELL

Box 130, Shell Lake SK

S0J 2G0

October 16, 2021

Private & Confidential

Mailing Address _____
Resort Village of Big Shell Address _____

Dear Village of Big Shell Cabin Owner

Re: Proposed Subdivision and Creation of a Maximum of 31 Compound Storage Lots within the Resort Village of Big Shell

Further to a proposal brought to the Resort Village of Big Shell (the "Village"), a number of interested cabin owners within the Village have expressed a desire to have the Village pursue a Plan of Proposed Subdivision in accordance with the attached plan of proposed subdivision attached hereto as Schedule "A" (the "Plan"). Conditional upon the Village receiving assurances that the Plan can be carried out at no cost to the Village, the Village has agreed with the said proponents to apply for a permit for the said subdivision and, subject to the receipt of the said permit, to undertake the development of up to thirty-one (31) storage lots¹, which storage lots will comprise parcels of bare land without services, or access to services, of any nature or kind whatsoever (each a "Lot" and, collectively, the "Lots"). Accordingly, it will be necessary for the Village to receive not less than twenty (20) signed Letters of Agreement, in form and substance substantially identical to this Letter of Agreement from registered owners of cabin properties located within the Village (and only from such cabin owners), together with an initial **non-refundable deposit** in the amount of Five Hundred (\$500.00) Dollars (the "Initial Deposit"), before the Village will make the application for the permit for the said subdivision. Once the Village has received Initial Deposits from interested cabin owners totalling Ten Thousand (\$10,000.00) Dollars in aggregate, the Village will apply for a permit for the said subdivision which the undersigned acknowledges may or may not be granted by the applicable government authority. The undersigned acknowledges and agrees that, in the event that the permit is not

¹ The Village and the undersigned acknowledge and agree that two (2) of the lots identified in the Plan, being lots numbered 6 and 7 in block 1, may be excluded from the Plan owing to their proximity to the bush line and to nearby cabin properties and, as such, the total number of lots available may be restricted to twenty-nine (29). Accordingly, the Village will only accept the first twenty-nine (29) Letters of Agreement, submitted with the Initial Deposit, from interested cabin owners, on a first-come, first-served basis.

granted to the Village for any reason whatsoever, the Village shall have no further obligation to appeal the decision or to otherwise, in any manner, pursue the Plan.

In the event that the application is successful and the permit for the said subdivision is granted, the undersigned acknowledges and agrees that, immediately following the undersigned's receipt of notice from the Village that the said permit has been granted, the undersigned shall forthwith deliver to the Village a second **non-refundable deposit** in the amount of Six Thousand Five Hundred (\$6,500.00) Dollars (the "Second Deposit" and, collectively with the Initial Deposit, the "Deposits"). Once the Village has received Second Deposits from interested cabin owners totalling ♦ (\$130,000.00) Dollars in aggregate, the Village will engage a developer in order for the development of the proposed Plan to proceed.

Following the completion of the development and the raising of the titles for each of the Lots, the Village will provide notice thereof to the undersigned and the undersigned will, within a period of thirty (30) days following the date on such notice (the "Completion Notice"), be entitled to enter into a definitive purchase agreement with the Village for the undersigned to purchase from the Village One (1) of the said Lots, which Lot shall be determined by a random draw of names of each purchaser who has paid the Initial Deposit and the Second Deposit and has entered into an Agreement of Sale with the Village (the first drawn name shall be entitled to select his/her Lot first, followed by the second name drawn being entitled to select the second Lot, and so on until all of the Lots have been selected or until all qualifying purchasers have selected a Lot), for an aggregate purchase price of Fourteen Thousand (\$14,000.00) Dollars plus all applicable taxes and adjustments typical of a real property purchase transaction of this nature (the "Agreement for Sale"). Notwithstanding that the Deposits provided by the undersigned to the Village are non-refundable under any circumstances, in the event that the undersigned enters into and completes the Agreement for Sale, the said Deposits shall be credited by the Village towards the purchase price therefor but, for greater certainty, in the event that the undersigned does not enter into the Agreement for Sale within the thirty (30) day period following the date of the Completion Notice (or such later date as the Village and the undersigned may hereafter mutually agree), the Deposits shall be forfeited to the Village, the same having been utilized by the Village to pay the costs associated with the permit application and the development of the Lots in satisfaction of the condition precedent that the Plan be carried out at no cost to the Village. Subject to the satisfactory completion of the random draw of names for Lot selection, it is intended that the closing and possession date for the Agreement for Sale will be the date that is the sixtieth (60th) day following the date of the Completion Notice (the "Closing Date") provided, however, if such Closing Date is a Saturday, Sunday or statutory holiday, the Closing Date will be the next business day.

This Letter of Agreement may be executed in one or more counterparts, including facsimile transmission thereof, each of which shall be deemed an original and when so executed all such counterparts taken together shall form one agreement and shall be valid and binding on the Village and on the undersigned.

If the foregoing is acceptable, please execute this Letter of Agreement in the space provided below and return the executed version to the undersigned on or before **11:59 p.m. (CST) on December 15, 2021**, failing which this Letter of Agreement will forthwith terminate and be null and void and of no force or effect whatsoever.

Yours truly,

RESORT VILLAGE OF BIG SHELL

Per: _____

Name (Print): _____

Title (Print): _____

Acceptance

The undersigned agrees to the foregoing, and encloses a bank draft in the amount of the Initial Deposit made payable to: Resort Village of Big Shell, this _____ day of _____, 2021.

[Signature of registered cabin owner]

[Name (please print)]

[Civic Address or Legal Land Description]

[City/Town/Village, Province, Postal Code]

[Daytime Phone Number]

Email

Schedule "A"

[See Attached: Plan of Proposed Subdivision of all of Parcel B - Plan No. 102024638 and part of Public Reserve PR3 - Reg'd Plan No. 89B15672 and part of SW 1/4 5-49-8-W3, Resort Village of Big Shell May 2021; Preliminary Survey 5/5/2021 prepared by Meridian Surveys Ltd.]

PLAN OF PROPOSED SUBDIVISION

OF ALL OF
PARCEL B - PLAN No. 102024638
 AND PART OF
PUBLIC RESERVE PR3 - REG'D PLAN No. 89B15672
 AND PART OF
S.W. ¼ SEC. 5-TWP. 49-RGE. 8-W. 3Mer.
RESORT VILLAGE OF BIG SHELL
MAY 2021

SCALE 1:200

NOTES
 SYSTEM TO BE SURVEYED BY COURSE IN A HEAVY GREEN LINE AND CONTAINS
 (UNLESS OTHERWISE SPECIFIED)
 MEASUREMENTS ARE IN METERS AND DECIMALS THEREOF
 DISTANCES ARE APPROXIMATE AND MAY VARY BY A METRE
 PRELIMINARY SURVEY PERFORMED ON DAY 1, 2021
 REVISIONS ARE INDICATED BY RED AND PURPLE



S.W. ¼ Sec. 5-49-8-W.3Mer.

RESORT VILLAGE OF BIG SHELL
 Approval Owner: Public Reserve PR3 - Reg'd Plan No. 89B15672,
 S.W. ¼ SEC. 5-TWP. 49-RGE. 8-W. 3Mer. and Parcel B, Plan No. 102024638

Matthew J. Puckett
 Saskatchewan Land Surveyor



NO.	REVISION	DATE	BY	CHK. BY
1	Original Survey	05/20/21	MJP	MJP
2	Final Plan	05/20/21	MJP	MJP