

CONDITIONS OF DRAFT PLAN OF SUBDIVISION APPROVAL BIG BAY POINT (KIMVAR ENTERPRISES)

1. Identification

This approval applies to the draft plan of subdivision prepared for Walker, Nott, Dragicevic Limited by Paul Edward, Ontario Land Surveyor, Drawing No. 03580, dated October 22, 2007 (the "Draft Plan"), which shows a total of 85 blocks, labelled as blocks 1 through 85, inclusive, Part of Lots 26, 27, 28, 29 and 30, Concession 13 and Lots 1 and 2 Registered Plan 1021, in the Town of Innisfil, for a golf course, marina, a minimum of 400 hotel accommodation rooms, conference facilities, village-commercial, theatre and up-to a maximum of 1600 non-permanent resort residential units.

2. Master Condominium Corporation

Prior to the registration of the Draft Plan, Kimvar Enterprises Inc. (the "Owner") shall enter into a subdivision agreement (the "Subdivision Agreement") with the Corporation of the Town of Innisfil (the "Town") which will set out the requirements of the Town respecting the following matters, including the establishment of a Master Condominium Corporation (the "MCC"), which shall address the following:

- (a) The role, responsibility and relationship of the MCC with the Town and with the various individual condominium corporations, as each is created.
- (b) The maintenance, operation and enforcement of a four season resort that includes a marina, a golf course, hotel(s) and conference facilities and groupings of resort residential dwellings to reflect the character established in the resort management plan as filed with the Town dated June 26, 2007. The agreement will require a full-time event co-ordinator to be permanently retained, whose objective is to facilitate and co-ordinate activities and entertainment within the development, whose purpose would be further defined in the Subdivision Agreement.
- (c) The role of the MCC as a single contact for the Town on all municipal matters, including the receipt and resolution of all complaints received by the Town; monitoring and adjustment of traffic and parking supply; maintenance and infrastructure issues; emergency services; enforcement of the condominium documentation; the Development Agreement; the Subdivision Agreement; and the Master Condominium Agreement (as defined below).
- (d) The construction and monitoring of all infrastructure located within the various condominium plans including but not limited to water, stormwater

and waste water servicing, internal roads and stormwater management facilities.

- (e) The construction of the public collector road and any external road improvements that are required to accommodate the development, all to the satisfaction of the Town.
- (f) Requiring the MCC to enter into one or more responsibility agreements with the Town regarding stormwater management and any privately owned water and wastewater infrastructure.
- (g) If the Class Environmental Assessment which, will address, among other things, the future servicing of lands external to the site, confirms that the servicing within the site should accommodate external lands, then the Owner shall make provision for all applicable storm and sanitary sewers, watermains, forcemains and pumping stations, which will service external lands, to have the necessary lands, which contain these services, and be subject to easements and/or dedicated to the Town as Blocks. These lands will permit access to the Town for maintenance, repair, operation and replacement of the services by the Town.
- (h) The construction, maintenance and monitoring of any trails located in the Environmental Protection lands (Blocks 4 and 5). The monitoring of these trails shall be in accordance with the studies, reports and plans identified in Town Official Plan Amendment No. 17 Section 8.13.1(h). The monitoring shall ensure that the trails are established in appropriate locations (i.e. avoid sensitive and significant features) and that their use does not result in negative impacts to the surrounding Environmental Protection lands.
- (i) The enforcement and monitoring of the non-permanent occupancy provisions in Town Official Plan Amendment No. 17, Town By-law No. 029-05 and in the Condominium Documentation (as defined below).
- (j) The construction, maintenance, repair and replacement of all landscape blocks or strips for the purpose and in the manner for which said landscape blocks or strips were created. In addition, the construction, maintenance, repair and replacement of adequate screening adjacent to public roads that shall prevent errant golf balls from encroaching said public roads, to the satisfaction of the Town.
- (k) The establishment and maintenance of and funding for a resident architect whose role it is to ensure conformity with and to administer the Big Bay Point Resort Code, dated April 24, 2007, as referenced in Town Official Plan Amendment No. 17 (the "Code") as development proceeds and to assist the Town in all matters related to the implementation of the

Code (the "Resident Architect"). The Master Condominium Agreement shall provide that the Resident Architect is an architect registered to practice in the Province of Ontario, experienced in new urbanism community and condominium design, and acceptable to the Town.

- (l) The establishment of a parking strategy, in compliance with Town By-law No. 029-05, for parking and maintenance of fire routes on all public and private (condominium) roads, streets, lanes and alleys located on the Plan of Subdivision and for the enforcement of the said strategy.
- (m) The construction, maintenance, repair and replacement of adequate parking facilities, that shall be used for the storage or parking of watercraft and/or trailers, provided either on-site or off-site, to the satisfaction of the Town.
- (n) The establishment of rules and requirements in regard to private (condominium) roads, lanes and alleys for the following:
 - i. 100% snow removal and disposal;
 - ii. access and emergency access routes;
 - iii. regular maintenance; and
 - iv. parking and parking enforcement.
- (o) The establishment of a plan for the storage, collection and disposal of all garbage waste and for recycling.
- (p) The establishment of an annual parking space utilization monitoring program, including but not limited to the parking of motor vehicles and various trailers, which shall provide for the identification of deficiencies, where such deficiencies shall trigger the appropriate remedy. The Owner acknowledges and agrees that where a deficiency is identified the Town may require in its discretion an increase in the supply of parking spaces to be provided on the block regardless of whether this may result in a loss of units, buildings, structures or other uses, on those blocks yet to be developed.
- (q) The establishment of water usage, sewage generation, population yield and occupancy monitoring program that is used to determine flows and capacities in determining a subsequent phase of development and where deficiencies are identified to rectify same to the satisfaction of the Town.

Effluent quality criteria for the expanded WPCP shall be reassessed by the MOE at the start of each phase of the expansion. The MOE will set effluent criteria and compliance limits through the class environmental assessment and certificate of approval processes.

- (r) The preparation and implementation of a schedule of inspection and maintenance for a Master Trail System Plan that provides for a network of walkways, bicycle paths and trails, in areas other than the Environmental Protection lands and Open Space Blocks 16 and 25, in keeping with golf course safety rules and in conformity with the provisions of Section 8.6.5.1(d) of Town Official Plan Amendment No. 17 (Private and Public Realms). The said Master Trail System shall be constructed by the Owner at the Owner's sole cost and expense.
- (s) The preparation and implementation of a schedule of maintenance for a Master Trail System Plan in the Environmental Protection Area (Blocks 4 and 5), including trail access across Block 16 that provides for a network of trails in conformity with the provisions of Section 8.13.8 of Town Official Plan Amendment 17, but prohibits bicycle pathways. The said Master Trail System shall be constructed by the Owner at the Owner's sole cost and expense. In addition, the Owner shall also prepare, policies and programs for the maintenance and monitoring of the Environmental Protection Lands, with the objectives of preserving and protecting environmentally sensitive lands, features and functions.
- (t) The job description, role and responsibility of a Harbour Master in controlling boat traffic entering and exiting the marina and boat traffic within the marina, in accordance with a Marina Management Plan as outlined in Condition 8, and committing the MCC to monitor the performance of a full-time Harbour Master in compliance herewith and ensuring that a full-time Harbour Master continues in the employ of the Marina operator. The MCC shall require the Marina operator to prepare an action plan detailing the measures to control boat traffic.
- (u) Providing for all of the foregoing to be included as mandatory requirements in all condominium documentation, governing both the MCC and all other condominium corporations created within the Draft Plan, including all descriptions, declarations, by-laws, rules and disclosure statements (the "Condominium Documentation"), to the satisfaction of the Town.
- (v) Requiring the Town's written approval, in its complete and unfettered discretion, of all Condominium Documentation and for any change, repeal, termination, amendment or other modification to the said Condominium Documentation.

- (w) Requiring the MCC to ensure that any lighting in areas adjacent to the Environmental Protection Area will conform to the International Dark Sky Guidelines, to the satisfaction of the Town.
- (x) Requiring the MCC (and any subsequent condominium corporation as determined necessary by the Town) to enter into a financially secured condominium agreement with the Town, to the satisfaction of the Town, which will provide for and secure all of the foregoing matters (the "Master Condominium Agreement" or "Condominium Agreement" as the context may require).
- (y) The provision of the Environmental Education Brochure in conformity with the provisions of Section 8.7.1 of Town Official Plan Amendment No. 17 to all owners, overnight visitors and commercial operators in the Big Bay Point Resort.

The preceding requirements shall be fulfilled to the satisfaction of the Town in its sole, absolute and unfettered discretion. The Owner acknowledges and agrees that the Subdivision Agreement will provide that the provisions contained in this Condition 2 shall be incorporated in the Master Condominium Agreement, the Site Plan Agreement and in the Declaration which creates the MCC and all subsequent Condominium Agreements, and that notice of the said provisions shall be given to all prospective purchasers in the said agreements and in all agreements of purchase and sale and in all rental agreements.

3. Specific Development Approval Process

The Owner shall agree in the Subdivision Agreement that, as part of the role of the MCC, and for the purpose of ensuring that the principles of the Code are respected, prior to any required approval for a block or parcel within the Draft Plan area, the following process shall be completed to the satisfaction of the Town, in its sole, absolute and unfettered discretion:

- (a) prior to the registration of the Draft Plan, a set of urban design guidelines incorporating environmentally sustainable development provisions shall be prepared as part of the Master Condominium Agreement and shall be applied to all development within the Draft Plan;
- (b) after registration of the Draft Plan, the MCC shall be created and all subsequent development shall proceed by way of an application for condominium approval, pursuant to the *Condominium Act, 1998*;
- (c) after registration of any plan of condominium, all development shall proceed by way of site plan approval pursuant to Section 41 of the *Planning Act*, as amended;

- (d) under the guidance of the Resident Architect, neighbourhood concept plans that incorporate environmentally sustainable development provisions, the scope of which may be further defined in the Subdivision Agreement, shall be prepared prior to the submission and processing of any site plan applications by the Town and all development shall be undertaken in accordance with the said neighbourhood plans;
- (e) the Resident Architect shall advise the Town on all Code related matters when providing comments on site specific amendments to zoning by-laws, building permit applications, minor variance applications and any other such matters related to the building and development of the resort;
- (f) the establishment of an Architectural Advisory Committee, and an outline of its role and function, the composition of which shall include the Resident Architect, the Planning Director for the Town and two other members of the community at large who have an interest or professional background in architecture or landscape-architecture; and
- (g) the parameters and criteria under which this process is to function in parallel with applications under the Planning Act.

The Owner acknowledges and agrees that the foregoing process shall also be incorporated as a requirement of the Master Condominium Agreement, all Condominium Agreements and the Condominium Documentation to the satisfaction of the Town in its sole, absolute and unfettered discretion.

4. Development Phasing

The Owner shall agree in the Subdivision Agreement to provisions with respect to the orderly phasing of the development as required by Town Official Plan Amendment No. 17, which shall be in accordance with the following to the satisfaction of the Town in its sole, absolute and unfettered discretion (with all defined terms having those meanings prescribed to them in Town Official Plan Amendment No. 17):

- (a) There shall be no site alteration, grading, pre-servicing, construction or final approval of plans for lands within the Draft Plan except as permitted in accordance with the provisions of Section 8.10.1 e, f and g, in Town Official Plan Amendment No. 17.
- (b) There shall be no site alteration, grading, pre-servicing or construction of the Public Collector Road until the Collector Road Impact Study has been completed to the satisfaction of the Town, the County, the Conservation Authority and the Province.

- (c) The development of the total area within the Draft Plan shall be phased generally in accordance with the Development Phasing Plan shown on Schedule 'Q' to Town Official Plan Amendment No. 17 (Official Plan Amendment No. 17 Schedule 'Q'). Phase 2 shall consist of up to 800 Resort Residential Units, Phase 3 shall consist of up to 400 Resort Residential units and Phase 4 shall consist of the remainder of the Resort Residential units. The hotel(s) and conference facilities, retail and service commercial uses, resort theatre and civic uses can be built any time subsequent to Phase 1, subject to the phasing policies of Town Official Plan Amendment No. 17, Section 8.13.2.
- (d) The Resort Management Plan and other agreements as necessary shall establish a timing schedule and requirements for the provision of infrastructure to support the development of the resort and the development of specific uses within the resort. The phasing of development identified within the Resort Management Plan and other agreements shall be consistent with the phasing sequencing of lands to be developed as shown on Town Official Plan Amendment No. 17 Schedule 'Q'.
- (e) Phase 1 of the development within the Draft Plan shall be limited to those lands required for the Golf Course, including the club house, Marina basin, including the marina entrance and any marina service buildings, public collector road, boardwalk, reforestation measures identified in an approved Planting or Reforestation/Compensation Plan, Environmental Protection Area (Blocks 4 and 5) and the construction of an open water wetland in accordance with an approved Amphibian and Reptile Protection and Enhancement Plan, stormwater management facilities required by the Stormwater Management and Monitoring Plan that support Phase 1 of the development and other roads, services and works necessary to implement these components, as well as works required to clear, grub and pre-grade the development area for future phases. The development of the Golf Course, Marina basin and boardwalk shall be undertaken, and the reforestation measures identified in Town Official Plan Amendment No. 17 Section 8.7.1(i) and the public collector road shall be completed in advance of the development of any Resort Residential uses. The timing of the construction of the Golf Course and the Marina basin shall be secured through the use of a site plan development agreement and through the use of holding provisions in the zoning by-law. The site plan development agreement and the lifting of holding provisions in the zoning by-law shall provide that no residential building permits shall be issued until the development of the Golf Course, including the Golf Course clubhouse, and the Marina basin has reached a sufficient level of completion to the satisfaction of the Town in its sole, absolute and unfettered discretion. An environmental monitoring program shall display

satisfactory results for the construction activities in Phase 1, regarding the monitoring of mitigation performance measures and environmental conditions, before any development can occur and/or building permits be issued in Phase 2.

- (f) The construction of the Golf Course, including the Golf Course clubhouse, and Marina basin shall be completed within five years of the approval of the required Class Environmental Assessment processes for sewage and water services, failing which, any unused reservation of water and waste water capacity allocated by the Town for uses within the Secondary Plan area shall be forfeited and the land use permissions for the development area shall be the same as those in force and effect on the 29th day of June, 2004.
- (g) Uses to be developed as part of Phase 2 shall include the following:
 - i. up to 800 Resort Residential units;
 - ii. hotel(s) having a minimum of 100 accommodation rooms;
 - iii. a recreation centre with a minimum gross floor area of 3,000 square metres;
 - iv. a minimum of 4,000 square metres of retail and service commercial floorspace;
 - v. Resort Conference facilities having a minimum gross floor area of 3,000 square metres, which may be integrated with a Hotel use;
 - vi. Resort Civic uses;
 - vii. the majority of Collector Roads shown on Town Official Plan Amendment No. 17 Schedule 'P';
 - viii. the Internal Road Network and General Open Space uses as necessary to accommodate the components of Phase 2;
 - ix. a continuous system of pedestrian trails and bicycle pathways outside of the Environmental Protection lands (Blocks 4 and 5) to accommodate the components of Phase 2 and to create a continuous connection between Big Bay Point Road in the north and Thirteenth Line in the south;
 - x. a continuous network of trails in the Environmental Protection lands (Blocks 4 and 5) in accordance with Conditions 2(s) and 6; and

- xi. stormwater management facilities that support Phase 2 of the development.
- (h) Uses to be developed as part of Phase 3 shall include the following:
- i. up to 400 Resort Residential units;
 - ii. hotel(s) having a minimum of 200 accommodation rooms and a spa;
 - iii. resort conference facilities having a minimum gross floor area of 2,000 square metres, which may be integrated with a Hotel use;
 - iv. a minimum of 2,000 square metres of retail and service commercial floorspace;
 - v. the Internal Road Network, trails and bicycle pathways and General Open Space uses necessary to accommodate the components of Phase 3; and
 - vi. stormwater management facilities that support Phase 3 of the development.
- (i) Uses to be developed as part of Phase 4 shall include the following, unless they are uses that were built following Phase 1 in accordance with Condition 4(c), and have previously been constructed:
- i. the remainder of the Resort Residential units, being a maximum of 1,600 in total;
 - ii. the remainder of the Hotel accommodation units, being a minimum of 400 hotel rooms in total;
 - iii. the remainder of retail and service commercial uses, being a minimum of 8,000 square metres in total;
 - iv. Resort Theatre uses;
 - v. the Internal Road Network, trails and bicycle pathways and General Open Space uses necessary to accommodate the components of Phase 4; and
 - vi. stormwater management facilities that support Phase 4 of the development.

- (j) To achieve this development phasing approach, the Town shall ensure through the use of holding provisions in the zoning by-law that the phasing of development in the development area to which these conditions apply shall occur sequentially and generally as described in the Development Phasing policies of Town Official Plan Amendment No. 17 and as shown in Official Plan Amendment No. 17 Schedule 'Q'. Residential development associated with any Phase after Phase 2 as shown on Official Plan Amendment No. 17 Schedule 'Q' shall not be approved by the Town until the ownership of a minimum of 75 percent of the residential units in the preceding Phase have been built, transferred in title from the proponent to purchasers, there has been monitoring in accordance with the development phasing policies of Official Plan Amendment No. 17 (to the satisfaction of the Town), and required non-residential components of the preceding Phase, including the recreation centre, retail and service commercial floorspace, pedestrian trails and bicycle pathways, and a hotel(s) and conference facilities, have been constructed. Minor alterations to the phasing of the Resort Residential units shall be permitted through agreements between the proponent of development and the Town without amendment to Town Official Plan Amendment No. 17, and shall ensure that the necessary servicing infrastructure and servicing capacity is available.
- (k) Required road improvements to the external public road network shall be completed consistent with an approved transportation plan prior to approval of Phase 2 of the development.
- (l) Prior to the final approval of Phase 1 of the Secondary Plan, as shown on Schedule 'Q', the necessary external servicing improvements shall be completed and the necessary allocation of water and wastewater servicing to accommodate Phase 1 shall be allocated by Town Council Resolution.
- (m) Prior to the final approval of Phases 2 to 4 of the Secondary Plan, as shown on Schedule 'Q', the allocation of water and wastewater capacity shall be obtained from the Town, as evidenced by Town Council resolution, at its sole, absolute and unfettered discretion. The granting of this Draft Plan approval does not constitute a guarantee that such capacity will continue to exist. Such capacity will be determined through the monitoring exercises described in Town Official Plan Amendment No. 17 Section 8.13.8.
- (n) Studies and other requirements necessary to be completed prior to Phase 1, as detailed in Town Official Plan Amendment No. 17 and Zoning By-law 029-05, shall be completed, to the satisfaction of the Town, the County, the Province, and, as applicable, the LSRCA, prior to final approval of Phase 1, being:

- i. A Tree Preservation Plan;
 - ii. An Edge Management Plan;
 - iii. A Collector Road Impact Study;
 - iv. A Trails Impact and Management Study;
 - v. A Butternut Survey and Management Plan;
 - vi. A Planting or Reforestation/Compensation Plan;
 - vii. An Amphibian and Reptile Protection and Enhancement Plan;
 - viii. An Aquatic Vegetation Management Plan;
 - ix. A Marina Basin Management Plan;
 - x. A Marina Basin Detailed Design Assessment, which shall include all necessary coastal assessments in relation to the design;
 - xi. An Archaeological Assessment;
 - xii. A detailed Stormwater Management and Monitoring Plan;
 - xiii. An Open Space and Trails Plan;
 - xiv. A Detailed Functional Servicing Report;
 - xv. A Utilities Plan;
 - xvi. A Comprehensive Streetscape Plan;
 - xvii. Urban Design and Architectural Design Guidelines;
 - xviii. Landscape Plans;
 - xix. An Environmental Management Plan, including an Integrated Pest and Turf Management Plan;
 - xx. Detailed Servicing Implementation Plans;
 - xxi. A site plan development agreement related to the golf course;
 - xxii. A site plan development agreement related to the resort marina;
and
 - xxiii. An Environmental Education Brochure.
- (o) The development of Phases 2, 3 and 4 as shown on Town Official Plan Amendment No. 17 Schedule 'Q' shall not be approved unless the Town, in consultation with the County and the Ministry of the Environment, is satisfied that any negative impacts on existing wells resulting from construction activities, as identified through monitoring as described in Town Official Plan Amendment No. 17 Section 8.13.8, are remedied by the proponent of development.
- (p) The development of Phases 2, 3 and 4 as shown on Town Official Plan Amendment No. 17 Schedule 'Q' shall not be approved unless the Town, in consultation with the County, Lake Simcoe Region Conservation Authority, Ministry of the Environment, Ministry of Natural Resources and the Department of Fisheries and Oceans, is satisfied that the existing water quality of Lake Simcoe and the Resort Marina basin will be maintained during and following construction activities, as identified through monitoring as described in Town Official Plan Amendment No. 17 Section 8.13.8. If it is determined that existing water quality is not maintained during and following construction, the proponent of

development and the Resort Marina owner shall rectify such circumstances in a manner agreeable to the Town, in consultation with the County, and the relevant Provincial Agencies.

- (q) The development of Phases 2, 3 and 4 as shown on Town Official Plan Amendment No. 17 Schedule 'Q' shall not be approved unless the Town, in Consultation with the County, Lake Simcoe Region Conservation Authority, and relevant Provincial Agencies, is satisfied that the existing natural heritage features in the Environmental Protection Area will be maintained during and following construction activities, as identified through monitoring as described in Town Official Plan Amendment No. 17 Section 8.13.8. Any significant negative impacts on the Environmental Protection Area natural heritage features and functions measured through monitoring in prior phases must be remedied by the proponents of the development to the satisfaction of the Town, the County, Lake Simcoe Region Conservation Authority and relevant Provincial Agencies.
- (r) The development of Phases 3 and 4 as shown on Town Official Plan Amendment No. 17 Schedule 'Q' shall not be approved unless the Town is satisfied, through monitoring exercises described in Town Official Plan Amendment No. 17 Section 8.13.8, that resort residential units are or will be occupied in a non-permanent manner as described in the policies of Town Official Plan Amendment No. 17 Section 8.8.1.
- (s) Water and wastewater capacity allocations by the Town for uses that have received site plan approval or plan of condominium approval shall be utilized within five years of the approval or be forfeited along with the land use permissions gained as a result of the approvals. Such allocations shall be deemed to be utilized when the majority of occupancy permits for such uses have been issued by the Town.
- (t) The development of Phases 2, 3 and 4 of development as shown in Town Official Plan Amendment No. 17 Schedule 'Q' shall not be approved unless the Town is satisfied, through monitoring exercises described in Town Official Plan Amendment No. 17 Section 8.13.8, that a sufficient parking supply is available.
- (u) The development of Phases 2, 3 and 4 as shown on Town Official Plan Amendment No. 17 Schedule 'Q' shall not be approved until the Town, in consultation with the Ministry of Municipal Affairs and Housing, is satisfied that any negative impacts on natural heritage features and functions resulting from construction activities, development or site alteration in previous phases determined as a result of monitoring as required under Town Official Plan Amendment No. 17 Section 8.13.8 have been remedied.

- (v) Prior to any site alteration, grading, pre-servicing or development, the proponent must contract a licensed consultant archaeologist to carry out Stage 3 investigations of the Big Bay Point site (BcGv-34). If required, the Big Bay Point site must be subject to Stage 4 mitigation through avoidance and protection if possible, or through controlled excavation.

5. Park Dedication Requirement

Pursuant to Section 42 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, and any Town Council By-law enacted thereunder, the Owner shall agree in the Subdivision Agreement to the payment of cash-in lieu of parkland on the basis of one hectare for each 300 residential units, 2% of the lands designated for commercial use and 5% of the lands in all other cases, and in the manner described below.

For the purposes of calculating the cash-in-lieu of parkland payment for residential uses, a minimum yield of 1600 units shall be used, even if fewer than 1600 units are actually built.

The cash-in-lieu of parkland payment for that portion of the lands within the Draft Plan defined as Phase 1 (as that phase is defined in Town Official Plan Amendment No. 17) shall be valued and paid on the day prior to the registration of the Draft Plan. The balance of the cash-in-lieu of parkland payments shall be valued and paid in incremental lump sums immediately prior to registration of each draft plan of condominium in the amount calculated for the proposed condominium.

6. Environmental Protection Lands

The Owner shall agree in the Subdivision Agreement that the Town may require in its sole, absolute and unfettered discretion, that the Owner convey the lands identified as 'Environmental Protection' (Blocks 4 and 5) in this Draft Plan, to any public agency, authority or not-for-profit, non-governmental organization, including the Town for the purpose of preserving and protecting environmental lands, features and functions. However, the Town may determine that the Block 4 and 5 lands shall remain with the Owner for the same purpose as above in accordance with Condition 31. The Master Condominium Agreement shall contain a provision as required by Condition 2(s).

7. Zoning

Prior to registration of the Draft Plan, the lands within the Draft Plan shall be appropriately zoned by a Zoning By-law that has come into effect in accordance with the provisions of the *Planning Act*. The approval authority is to be advised by

the Town that the property has been rezoned with the appropriate restrictions, including holding provisions, where applicable, for the lands within the Draft Plan.

8. Marina Expansion

Prior to final approval of the Draft Plan, a Marina Basin Management Plan and a Marina Basin Detailed Design Assessment for the enlargement, expansion, deepening and on-going maintenance and operation of the marina, shall be completed, reviewed and accepted by the Town, in accordance with Town Official Plan Amendment No. 17 Section 8.6.6 (j and l), and the following agencies with the acknowledgment that the necessary permit(s) as required by each agency is available based on these reports:

- (a) Ministry of Natural Resources;
- (b) Lake Simcoe and Region Conservation Authority (and through it the Department of Fisheries and Oceans, if required);
- (c) Transport Canada (Coast Guard); and
- (d) Ministry of the Environment.

The above named agencies must advise the Town in writing of their approval.

These Studies, as applicable, must include a detailed evaluation of the overall marina enlargement on shoreline areas, including but not limited to noise levels, shoreline processes (i.e. hazards and flooding) and stability in accordance with Condition 31(h), and management of boat traffic patterns both entering and exiting the marina. They shall also include recommendations for water quality triggers. The terms of reference for the above-noted studies shall be approved by the Town prior to commencement of the studies.

9. Sales Office Display Material

The Owner shall agree in the Subdivision Agreement that all matters that the Town may direct in its sole, absolute and unfettered discretion be clearly identified and displayed to prospective purchasers in any sales office or other sales medium or device, including that:

- (a) no permanent residential occupancy is permitted;
- (b) no schools are available or will be made available for occupants of the resort;
- (c) that this is a private resort where services such as private roads, private garbage collection and recycling, on-site storm and sanitary sewers,

watermains, stormwater management facilities, maintenance of private parks and landscaped areas, and private snow removal are costs to the condominium and are not municipal services; and

- (d) a display map, which:
- i. is placed on the wall of the sales office displaying the approved Draft Plan and Resort Management Plan (as described in Town Official Plan Amendment No. 17) and the location of residential units; and
 - ii. shows the approved location of all sidewalks, walkways, golf paths, community mail boxes and surrounding land uses.

10. Reserves (0.3 Metres)

The Owner shall agree in the Subdivision Agreement that any dead ends or cul-de-sacs and open sides of road allowances created by this Draft Plan shall be terminated in 0.3 metre reserve, which reserve shall be conveyed to the Town, at no cost to the Town and free and clear of all liens and encumbrances.

11. Financial Considerations

The Owner shall agree in the Subdivision Agreement to satisfy all requirements and conditions, financial or otherwise, with respect to the provision and maintenance of roads, drainage, installation of services, facilities, amenities and other requirements as the Town may direct in its sole, absolute and unfettered discretion.

12. Conveyance for Civic Uses

The Owner shall agree in the Subdivision Agreement to convey all or such portion of Block 1 to the Town and/or County, as required by the Town and/or County for Civic Uses in its sole, absolute and unfettered discretion, on the following terms and conditions:

- (a) The land shall be conveyed to the Town and/or County for nominal consideration of \$10.00, free and clear of all liens and encumbrances;
- (b) The size and layout of Block 1 and the Civic Uses therein shall be designed and constructed to the Town's and/or County's specifications at the sole cost and expense of the Owner;
- (c) Should the Town include the capital portion of the building construction for the Civic Uses required to be constructed pursuant to this condition in an Area Specific Development Charges By-law relating to the Draft Plan

lands, a development charge credit may be considered for the capital construction portion of the Civic Uses only, and limited to the full extent of the relevant component Development Charge required to be paid by this development. The Town shall not include the capital portion of the building construction for the Civic Uses required to be constructed pursuant to this condition, in any Town Wide Development Charges By-law;

- (d) The Civic Uses shall be constructed prior to the commencement of any of the Phase 2, or as requested by the Town and/or County (as that phase is described in Town Official Plan Amendment No. 17) works;
- (e) Block 1 and the Civic Uses therein shall be serviced for water and wastewater by the Owner, at no cost to the Town and/or County, directly from Big Bay Point Road; and
- (f) Prepare and deposit a reference plan, if necessary, showing the lands to be conveyed at no cost or expense to the Town and/or County.

13. Site Plan Required

Prior to the registration of the Draft Plan, a Site Plan Control By-law shall be passed by the Town and shall be in effect over the subject-lands. The By-law shall require site plan approval by the Town on a block-by-block basis in conjunction with a plan of condominium.

14. Buffer Strips Required

- (a) The Owner shall agree in the Subdivision Agreement that Blocks 15, 16 and 25, along the southern and eastern portion of the Draft Plan boundary, where the Draft Plan lands are adjacent to existing residential development, shall be used for a landscaped buffer strip. These blocks shall have a minimum continuous width of 8 metres, or as otherwise required by Section 7.4.4(c) of Town of Innisfil By-law 029-05, and shall be landscaped with trees, grasses, flowers, shrubs or other landscaping, but shall not include any pavement for parking, access to parking or access to underground garages.
- (b) The Owner shall agree in the Subdivision Agreement that Blocks 22 and 24 shall provide a landscaped buffer strip with a minimum width of 10 metres to be located along the northern perimeter of the resort in order to foster the rural character of Big Bay Point Road, as required by the provisions in Town Official Plan Amendment No. 17, Section 8.6.1(k) (Land Use policies) and Section 8.6.5.2(d) (General Open Space policies). The Subdivision Agreement shall also require that detailed

landscape plans are provided to demonstrate the adequacy of the proposed buffering measures, to the satisfaction of the Town.

- (c) The Owner shall agree in the Subdivision Agreement that where a landscaped buffer strip abuts the limits of the EPA, the use of local native plant species will be maximized.
- (d) The Owner shall agree in the Subdivision Agreement that Block 16 shall provide a natural buffer strip with a minimum width of 6 metres located along the eastern boundary of Block 5 Environmental Protection Area to provide a zone of transition to mitigate encroachment and impacts on natural heritage features and functions. This minimum 6 metre wide natural buffer shall consist of existing vegetation, supplemented by enhancement plantings of native species where required and as detailed in an approved Edge Management Plan as required under Condition 4(n).

15. Gateway Feature

The Owner shall agree in the Subdivision Agreement to reserve lands that form parts of Blocks 2 and 3 at an appropriate location near the intersection of the public collector road and the Thirteenth Line that shall be designed for a distinctive "Gateway Feature" that demarcates arrival at the Big Bay Point Resort Community. The design, landscaping treatment and materials shall be to the satisfaction of the Town, in its sole, absolute and unfettered discretion. The Subdivision Agreement shall also provide that the MCC be responsible for the ongoing and regular maintenance of this feature.

16. Demolition of Existing Buildings

The Owner shall agree in the Subdivision Agreement that prior to registration of the Draft Plan, all existing buildings and structures shall be removed or demolished and debris removed to the satisfaction of the Town, in its sole absolute and unfettered discretion.

17. Development Charges By-law

Prior to the final approval of the Draft Plan the Town shall enact, in addition to any other Development Charges By-law, a site specific Development Charges By-law pursuant to the *Development Charges Act* for the Big Bay Point Resort Community that is customized to reflect the unique nature of the development and to reflect any necessary capital costs of services (as deemed appropriate by the Town, in its sole, absolute and unfettered discretion) and to comply with same.

The Owner shall agree in the Subdivision Agreement that all processing and administrative fees related to the enactment of the said Development Charges By-law be paid by it in accordance with the policies and by-laws of the Town in effect at the time said fees are required to be paid and will not be included the Development Charge capital cost.

The Owner shall agree in the Subdivision Agreement to advise the persons who first purchase the subdivided land after the final approval of the plan of subdivision, at the time the land is transferred, of all the development charges related to the development.

18. Internal and External Services including Roads

- (a) The Owner shall agree in the Subdivision Agreement that notwithstanding Condition 17, where required by the Town in its sole, absolute and unfettered discretion, external and internal servicing and road improvements, as shown on Town Official Plan Amendment No. 17 Schedules P and R1 through R4, shall be provided and the location and size of the external and internal servicing shall be determined through the undertaking of a Class Environmental Assessment and Certificate of Approval. The Subdivision Agreement shall provide that the internal and external services shall be constructed at no cost to the Town and no development charge will be collected and no development charge credits will be provided for said servicing and improvements. The Town, in accordance with the findings of the class environmental assessment process, shall determine the size of the services to be constructed by the developer.
- (b) The Owner shall agree in the Subdivision Agreement that notwithstanding Condition 17, where required by the Town in its sole, absolute and unfettered discretion, the provision shall be made for external servicing to existing dwellings adjacent to the Secondary Plan lands as shown on Town Official Plan Amendment No. 17 Schedules R1 and R3 shall be provided to existing dwellings, adjacent to the Draft Plan lands. These external services are deemed to be local services, regardless of size, to accommodate existing dwellings within the service or drainage area at the time of construction. The Town, in accordance with the findings of the class environmental assessment process and Certificate of Approval, shall determine the size of services to be constructed by the developer.
- (c) The Owner shall agree in the Subdivision Agreement to provide daylighting triangles, at all road entrances to Big Bay Point Road and the Thirteenth Line to the satisfaction of the Town.

- (d) The Owner shall agree in the Subdivision Agreement to dedicate to the Town a continuous 3.0 metre strip where the Draft Plan lands are located adjacent to the Thirteenth Line, Blocks 73 and 85, for future road widening purposes.
- (e) The Owner shall agree in the Subdivision Agreement to dedicate Block 73 to the Town, located adjacent to the north-south portion of Big Bay Point Road, for future road widening purposes.

19. Stormwater Management

- (a) The Owner shall agree in the Subdivision Agreement to prepare a Stormwater Management Plan in accordance with Town Official Plan Amendment No. 17 Section 8.10.4.
- (b) The Owner shall agree in the Subdivision Agreement to prepare a water budget for areas draining into the EPA that contains measures to ensure that post-development peak flows, will not exceed pre-development peak flows. The report will detail the amount of water that will be discharged from the stormwater management facilities at peak times, and will contain measures that mitigate the effects of excess water, including but not limited to, increased erosion, habitat change, riparian rights, water quality, etc.
- (c) The Owner shall agree in the Subdivision Agreement to use local native plant species and avoid the use of ornamental, invasive and non-native species for, and the naturalization of, stormwater management facilities.

20. Public Road

The Owner shall agree in the Subdivision Agreement that:

- (a) the Public Collector Road including any necessary daylighting triangles, as shown on the Draft Plan shall be dedicated as a public road on the face of the final plan of subdivision (the "Public Road");
- (b) the construction of the Public Collector Road shall be to Town standards in effect at the time of construction, shall be consistent with the Natural Heritage policies requirements of Town Official Plan Amendment No. 17, shall be undertaken at no expense to the Town, and shall not be considered a Development Charge capital cost;
- (c) the Public Collector Road shall be named by the Town and shall be shown on the final plan of subdivision, taking into account the 911 emergency response requirements;

- (d) any signage and markings required by the Town in its sole, absolute and unfettered discretion, shall be provided at no cost to the Town; and
- (e) any temporary access to Town roads deemed appropriate by the Town during the construction period shall be constructed to Town standards in effect at the time of construction and not located within the Environmental Protection lands.

21. Maple Grove Road

The Owner shall agree in the Subdivision Agreement that the north end of Maple Grove Road, shown on Block 72 of the Draft Plan shall be reconstructed with a turning circle on lands to be dedicated to the Town and may provide access to the development for emergency service vehicles and pedestrians only, all at the sole cost and expense of the Owner.

22. Owner's Expense

- (a) Notwithstanding any other financial commitment made by the Owner to the Town and County with respect to the reimbursement of fees and charges, the Owner shall agree in the Subdivision Agreement to indemnify the Town and County for all of the Town and County's legal and other consulting costs incurred with respect to any planning approval required in connection with the lands which comprise the Draft Plan, including, but not limited to, the enactment of the Official Plan, the zoning by-law amendment, the draft and final plan of subdivision and condominium approvals, site plan approvals, consents, minor variances, part lot control exemption by-laws, the negotiation, drafting and preparation of all agreements including site plan, subdivision, condominium or other development agreement and registration of same on title, the review and approval of all Condominium Documentation, the Master Development Agreement, all legal actions, court or administrative tribunal proceedings, including Ontario Municipal Board proceedings, related to the development approvals referred to above or related to the enforcement of any law or agreement applicable to the lands within the Draft Plan. Any arrears owing with respect to the payments required or the indemnity given pursuant to this paragraph shall be paid by the Owner prior to registration of the Draft Plan by the Town.
- (b) Where in any condition or any agreement referred to in these conditions the Owner is required to do anything, take any steps, obtain any approval, construct any services or undertake any other action, the Owner acknowledges and agrees that same shall be done, taken, obtained, constructed or undertaken at the sole cost and expense of the Owner, unless said condition or agreement provides expressly and specifically to the contrary.

23. Registration of Subdivision Agreement

The Owner shall agree in the Subdivision Agreement:

- (a) that the Subdivision Agreement shall be registered by the Town against the lands to which it applies as provided under the *Planning Act*, prior to the registration of the Draft Plan. A copy of the executed agreement shall be provided to the County of Simcoe. The Subdivision Agreement shall be registered on the lands in priority to all other interests, free and clear of all liens and encumbrances and at the sole cost and expense of the Owner;
- (b) to, prior to registration of the Draft Plan, submit detailed plans showing the proposed phasing of the Plan of Subdivision for review and approval by the Town, in its sole, absolute and unfettered discretion; and
- (c) that no trees are removed or damaged prior to plan registration, or during any phase of the servicing and construction of the site, without prior approval from the County of Simcoe and the Town of Innisfil.

24. Easements, Dedications and Conveyances

- (a) The Owner shall agree in the Subdivision Agreement that such easements, conveyances and land dedications as may be required for access, utilities servicing, drainage, construction purposes, road widenings, road purposes or other municipal requirements shall be granted to the Town or the appropriate agency or authority to their satisfaction free and clear of all liens and encumbrances, at no cost to the Town or appropriate agency or authority as the case may be.
- (b) The Owner shall agree in the Subdivision Agreement to secure and provide all necessary external easements from other owners, prior to final approval, should such arrangements be necessary for the Draft Plan lands including, but not limited to, off site drainage channels that will convey flow from the site.
- (c) The Owner shall agree in the Subdivision Agreement that there shall be no easements, conveyances or land dedications granted on Block 25 in order to maintain a continuous buffer.
- (d) The Town shall be satisfied, in its sole, absolute and unfettered discretion with the environmental condition of any land to be conveyed to the Town pursuant to the Subdivision Agreement, whether by way of conveyance in fee simple, easement, right-of-way or long-term lease. The Town may require that prior to the conveyance being completed the

Owner undertake a Phase 1 and Phase 2 environmental audit of the said lands and that the Owner take such steps to remediate any contamination of the said lands to an environmental condition satisfactory to the Town in its sole, absolute and unfettered discretion.

- (e) The Owner shall grant such restrictive covenants, restrictions or Inhibiting Orders pursuant to the *Land Titles Act* as may be required by the Town in its sole, absolute and unfettered discretion to prevent the conveyance or other dealings of any portion of the lands to ensure the orderly phasing of the lands.

25. Signage

The Owner shall agree in the Subdivision Agreement:

- (a) to erect and maintain signs on any vacant lands within the Draft Plan that indicates the designated or proposed use of any non-residential lots (including temporary roads and temporary/permanent turning circles), to the satisfaction of the Town in its sole, absolute and unfettered discretion;
- (b) to erect and maintain signage that satisfies the requirements of the Simcoe County Public School Board and Simcoe Muskoka Separate School Board; and
- (c) to erect and maintain signage with a warning clause "that the Public Collector Road is intended to connect Thirteenth Line with Big Bay Point Road and traffic volumes and noise levels may increase", to the satisfaction of the Town in its sole, absolute and unfettered discretion.

26. Agency Requirements

The Owner shall agree in the Subdivision Agreement to satisfy all the requirements of all commenting agencies including, but not limited to, the Lake Simcoe Region Conservation Authority; the Simcoe County Public School Board; the Simcoe Muskoka Separate School Board; the Ministry of the Environment; the Ministry of Natural Resources; Canada Post; telephone service providers; cable service providers; gas providers; and hydro authorities.

The Owner shall agree in the Subdivision Agreement to provide to the Town a brief but complete statement detailing how the conditions from each agency have been satisfied.

The Owner shall agree in the Subdivision Agreement to carry out or cause to be carried out, the recommendations and measures contained within the studies as required under Condition 4(n).

27. Hydro Substation

The Owner shall convey to the Town and/or hydro authority, or designate for nominal consideration of \$10.00 a Block on the Draft Plan free and clear of all liens and encumbrances at the sole cost and expense of the Owner for the purposes of a hydro sub-station.

28. Pumping Station

If the servicing Class Environmental Assessment confirms the need to provide sanitary service to lands external to the Secondary Plan, through the Draft Plan, then the Owner shall convey to the Town, or designate for nominal consideration of \$10.00 Block 17 on the Draft Plan free and clear of all liens and encumbrances at the sole cost and expense of the Owner for the purposes of the sanitary pumping station, as well as the provision of an easement(s) and/or the necessary dedication of lands containing public forcemains and/or sanitary sewers to and from the sanitary pumping station.

29. County of Simcoe

The Owner shall agree in the Subdivision Agreement to satisfy all requirements and conditions, financial or otherwise, with respect to the provision of roads, drainage, installation of services, facilities, amenities and other requirements of the County of Simcoe.

30. Existing Aggregate Site

In the event that the existing aggregate site located to the north and west of the Draft Plan is incorporated as part of the Draft Plan at the time of registration of the Draft Plan, then the Owner agrees to revise the Draft Plan, in which case, the Town shall have the option of revising these conditions.

31. Lake Simcoe Region Conservation Authority (the "LSRCA")

Prior to final approval of the Draft Plan and any grading taking place within the Secondary Plan, the Owner shall undertake the following to the satisfaction of the LSRCA, the Town and the County in their sole, absolute and unfettered discretion:

- (a) That prior to final plan approval and any major site alteration, the following shall be prepared to the satisfaction of the LSRCA, Town of Innisfil, the County of Simcoe, and the Ministry of Environment (MOE):

- i. A detailed Stormwater Management and Monitoring Plan in conformity with provincial (MOE), regional-watershed (LSRCA), and local (Town) standards and guidelines;
 - ii. A detailed Erosion and Sedimentation Control Plan;
 - iii. A detailed Grading and Drainage Plan;
 - iv. A Landscaping Plan for the stormwater pond(s); and
 - v. A Geotechnical Report for the stormwater pond(s).
- (b) That prior to final approval, the following shall be prepared to the satisfaction of the LSRCA and MOE demonstrating no negative impacts on groundwater resources and on local groundwater users:
 - i. A detailed Hydrogeological Study; and
 - ii. A detailed pre-development and post-development Water Balance and Budget.
- (c) That prior to final plan approval, the following shall be prepared to the satisfaction of the LSRCA:
 - i. A detailed Coastal Engineering Study undertaken by a qualified engineer demonstrating that all Lake-shoreline processes and hazards (e.g. flooding, erosion, ice, wave uprush) will be addressed prior to any shoreline development (e.g. marina).
- (d) That prior to final plan approval, and as contemplated by Condition 4(n), the following shall be prepared to the satisfaction of the County and LSRCA in accordance with the Environmental Impact Statement:
 - i. Edge Management Plan;
 - ii. Collector Road Impact Study;
 - iii. Trails Impact and Management Study;
 - iv. Amphibian and Reptile Protection and Enhancement Plan;
 - v. Rare Species Transplantation Plan (including watershed rare species);
 - vi. Butternut Survey and Management Plan;
 - vii. Planting or Reforestation/Compensation Plan; and
- (e) That prior to final approval, the following shall be prepared to the satisfaction of the LSRCA and the MOE:
 - i. A detailed phosphorus budget demonstrating that the final approved site will result in no increase in the phosphorus loading to Lake Simcoe or its tributaries (beyond existing levels from the site) in a post-development situation, in accordance with Section 8.7.2(i) of Town Official Plan Amendment No. 17.

- ii. An Environmental Monitoring Program measuring water quality in the marina basin from a pre-development to a post-development situation as well as water quality (particularly phosphorus) in any surface runoff that does not report to the marina basin.
 - iii. A Nutrient Management Plan for the proposed golf course that includes annual operational updates.
- (f) That the owner shall agree in the Subdivision Agreement to carry out or cause to be carried out the recommendations and measures contained within the plans and reports as approved by the LSRCA.
- (g) That prior to final approval and any site alteration, proper erosion and sediment control measures must be in place. Appropriate sediment and quality control facilities including both interim and ultimate measures, must be maintained throughout the construction period, through to the building phase.
- (h) That the Owner shall agree in the Subdivision Agreement to engage a qualified professional to certify in writing that the works were constructed in accordance with the plans, reports and specifications, as approved by the LSRCA.
- (i) That prior to final approval of construction of the marina basin, conformity with the Federal Fisheries Act shall be obtained from the LSRCA and Fisheries and Oceans Canada in accordance with the Level III Fish Habitat Agreement.
- (j) That prior to final approval of construction of the marina basin, the Owner shall obtain a permit under Ontario Regulation 179/06 from the LSRCA.
- (k) That Blocks 4 and 5 be placed in an environmentally based zone category prohibiting incompatible land uses and site alteration (e.g. Environmental Protection (EP)), other than as permitted by OPA 17.
- (l) That prior to final approval, the Owner agrees to pay all development fees to the conservation authority as required in accordance with the LSRCA's Fees Policy, under the powers of the Conservation Authorities Act.
- (m) That all necessary permits from the LSRCA have been obtained.
- (n) To agree in the subdivision agreement to maintain all erosion and siltation control devices in good repair during the construction period in a manner satisfactory to the LSRCA and the Town.

- (o) To agree in the subdivision agreement to carry out or cause to be carried out, the recommendations and measures contained within the Environmental Impact Study, as amended and updated.
- (p) To agree in the Subdivision Agreement to reforest lands external to the Draft Plan, the extent of which is to be determined by a Planting or Reforestation/Compensation Plan, to achieve adequate compensation for woodland removed and for the conveyance of those lands to a public authority for nominal consideration.

32. Canada Post

The Owner shall provide Canada Post with two copies of the above-ground utility co-ordination plans.

The Owner shall satisfy the requirements of Canada Post with respect to the location and its specifications for its mail facilities.

33. Telecommunications Services

Telecommunication service providers shall confirm that satisfactory arrangements, financial, legal and otherwise, for any facilities, easements, or other infrastructure servicing this Draft Plan, which are required by the Town, have been made and that such facilities are to be installed underground, where feasible.

The Developer is hereby advised that prior to commencing any work within the Plan, the Developer must confirm that sufficient wire-line communication/telecommunication infrastructure is currently available within the proposed development to provide communication/telecommunication service to the proposed development. In the event that such infrastructure is not available, the Developer is hereby advised that the Developer may be required to pay for the connection to and/or extension of the existing communication/telecommunication infrastructure. If the Developer elects not to pay for such connection to and/or extension of the existing communication/telecommunication infrastructure, the Developer shall be required to demonstrate to the municipality that sufficient alternative communication/telecommunication facilities are available within the proposed development to enable, at a minimum, the effective delivery of communication/telecommunication services for emergency management services (ie., 911 Emergency Services).

34. Gas Provider

If the lands are to be serviced with gas, the Owner shall agree in the Subdivision Agreement, in words satisfactory to the gas provider, that the Owner shall coordinate the preparation of the overall utility distribution plan to the satisfaction of all affected authorities. If required by the Gas Provider, streets shall be graded to final elevation prior to gas line installation and that field survey information for gas line installation is provided to the satisfaction of the Gas Provider; and all the natural gas distribution systems be installed within the road allowances.

35. Hydro

Prior to registration of the Draft Plan, the Owner shall agree in writing, in wording satisfactory to the Innisfil Hydro, that all electrical servicing requirements will be provided to the satisfaction of Innisfil Hydro, including:

- (a) a standard subdivision agreement between the developer and Innisfil Hydro, which outlines conditions and requirements for the developer, including a letter of credit and reasonable securities to Innisfil Hydro. Note: connection charges and any works to get to the proposed site are also the responsibility of the developer.
- (b) provisions to construct a new substation facility to provide the new residences with hydro.
- (c) provisions for Innisfil Hydro to extend and construct a distribution line of 27,600 volts north from the 9th Line of Innisfil to the 13th Line of Innisfil on the 20th SR and then east to the 25th SR.

Prior to beginning construction of Phase 1, the Owner further agrees to meet with representatives of Innisfil Hydro and review, in detail, the responsibilities with regards to this development of both the Owner and Innisfil Hydro.

36. School Boards

The Owner shall agree, in the Subdivision Agreement, to satisfy the requirements of the School Boards, such that:

- (a) Simcoe County District School Board

The MCC shall monitor occupancy of the Resort Residential Units in the Big Bay Point development, to ensure occupancy is limited to a non permanent nature, to the satisfaction of the Town.

The Subdivision Agreement shall provide that all Offers of Purchase and Sale relating to the Resort Residential Units include appropriate warning

clauses which specify that units must be occupied on a non permanent basis.

(b) Simcoe Muskoka Catholic District School Board

The MCC shall monitor occupancy of the Resort Residential Units in the Bay Bay Point development, to ensure occupancy is limited to a non permanent nature.

37. Final Draft Plan

The Owner shall provide a copy of the proposed final plan of subdivision to the Town and the County of Simcoe for their review and final approval. A digital copy of the registered final plan of subdivision is required to be prepared and submitted in accordance with County of Simcoe and Town specifications.

38. Clearance of Conditions

A brief but complete statement detailing how the condition has been satisfied is required from each agency. If the agency condition/concern is a condition in the subdivision agreement, a copy of the agreement as registered should be sent to them. This will expedite clearance of the final plan.

(a) Town of Innisfil

Prior to final approval by the County, the County is to be advised in writing by the Town that Conditions 2 through 28, inclusive, and 31(a, n and p) have been satisfied.

(b) Lake Simcoe Region Conservation Authority

Prior to final approval by the County, the County is to be advised in writing by the Lake Simcoe Region Conservation Authority how Condition 31(a-f, h-k, m and o-p) has been satisfied.

(c) School Boards

The Simcoe County District School Board and the Simcoe Muskoka Catholic District School Board shall advise that Conditions 25(b), 26 and 36 have been satisfied.

(d) Canada Post

Canada Post shall advise that Condition 32 has been satisfied.

(e) Telecommunication Services

Telecommunication service providers shall advise that Condition 33 has been satisfied.

(f) Gas Provider

The Gas Provider shall advise that Condition 34 has been satisfied.

(g) Hydro Authority

The Hydro Authority shall advise that Condition 35 has been satisfied.

(h) County of Simcoe

The County of Simcoe shall advise that Conditions 29 and 31 have been satisfied.

(i) Ministry of the Environment and Ministry of Natural Resources

The Ministry of the Environment and the Ministry of Natural Resources shall advise that Conditions 4(b), 4(n), 4(u), 26 and 31 (a, b and e) have been satisfied.

(j) Ministry of Culture

The Ministry of Culture shall advise that Condition 4(v) has been satisfied.

NOTES TO DRAFT APPROVAL

1. Clearance by Applicant

It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Simcoe, quoting the County file number.

2. Land Titles Act and Registry Act

We suggest you make yourself aware of the following subsections of the Land Titles Act and the Registry Act.

- (a) Subsection 144(1) of the Land Titles Act requires that a plan of subdivision of land that is located in a land titles division be registered under the Land Titles Act. Exceptions to these provisions are set out in Subsection 144(2);
- (b) Subsection 78(10) of the Registry Act requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the Registry Act unless that title of the Owner of the land has been certified under the Certification of Titles Act. Exceptions to this provision are set out in Clauses (b) and (c) of Subsection 78(10).

3. Agency Clearances

Clearances are required from the following agencies:

Town of Innisfil
2147 Innisfil Beach Road
Innisfil, ON L9S 1A1

Ms. Holley Spacek
Simcoe County District School Board
1170 Highway 26
Midhurst, ON L0L 1X0

Ms. Barb MacLennan
Simcoe Muskoka Catholic District School Board
46 Alliance Blvd.
Barrie, ON L4M 5K3

Mr. Chris Smith
Delivery Planning
Canada Post Corporation
73 Morrow Road
Barrie, ON L4N 3V0

Mr. Charles Burgess
Lake Simcoe Region Conservation Authority
120 Bayview Parkway
Box 282
Newmarket, ON L3Y 4X1

Applicable Utilities

Mr. Darryl Lyons
Ministry of Municipal Affairs and Housing
Municipal Services Branch – Central Region
777 Bay Street, 2nd Floor
Toronto, ON M5G 2E5

Mr. Michael Demichele
Ministry of Transportation
7th Floor, Building “d”
1201 Wilson Avenue
Downsview, ON M3M 1J8

Mr. Mike Parker
Ministry of Environment
733 Exeter Road
London, ON N6E 1L3

Ms. Shari Prowse
Ministry of Culture
Heritage Operations/Archaeology
400 University Avenue
4th Floor
Toronto, ON M7A 2R9

Ms. Kathy Woeller
Ministry of Natural Resources
Huron District Office
Midhurst, ON L0L 1X0

County of Simcoe
1110 County Road #27
Midhurst, ON L0L 1X0

If agency conditions concern conditions of the subdivision agreement, a copy of the agreement should be sent to them. This will expedite clearance of the final plan.

4. Subdivision Agreement

If agency conditions concern conditions of the subdivision agreement, a copy of the agreement should be sent to them. This will expedite clearance of the final plan.

5. Metric Measurements

All measurements in subdivision final plans are to be presented in metric units.

6. Development Charges

Development Charges, adjusted to the date of payment, shall be calculated and payable in accordance with the policies of the Town, the County and these conditions.

7. Digital Drawing

The County of Simcoe and the Town of Innisfil have specific requirements for the submission of digital drawings. Contact the County and the Town for additional information.

8. Adjacent Land Use

Notice shall be provided on all agreements of purchase and sale advising of the intended future development abutting lands and advising of any temporary uses intended for change.

9. Lapsing of Draft Plan Approval

Please be advised that the approval of this draft plan will lapse five (5) years after the date the plan is draft approved. This approval may be extended pursuant to Subsection 51(33) of the Planning Act, but no extension can be granted once the approval has lapsed.

If final approval is not given to this plan and the Plan registered within five years of the draft approval date, and no extensions have been granted, draft approval will lapse under Section 51(32) of the Planning Act, R.S.O. 1990. If the Owner wishes to request an extension to draft approval, a written explanation, together with a resolution from Council, must be received by the County of Simcoe sixty (60) days prior to the lapsing date.

10. Draft Plan Approval

Subject to the conditions set forth above, this Draft Plan is approved under Section 51 of the *Planning Act* R.S.O. 1990, c. P.13, as amended.

11. Registration

It is suggested that the municipality register the subdivision agreement as provided by subsection 51(26) of the Planning Act, R.S.O. 1990 against the land to which it applies, as notice to prospective purchasers.

12. Notice to the Simcoe County District School Board and the Simcoe Muskoka Catholic District School Board

The Town of Innisfil shall inform the Simcoe County District School Board and the Simcoe Muskoka Catholic District School Board of any proposed changes in the occupancy provisions of By-law 029-05, and allow the Board an opportunity to respond to such proposals prior to any rezoning.

13. New Hydro Substation and Distribution Line

For the new substation, a 2.5 acre lot preferably near the south west corner of the development (13th line and 25th SR) will provide enough space to accommodate such a facility. This will also be more feasible for both the proponent and Innisfil Hydro as the 44,000 volt subtransmission to power it is already at this location.

The new distribution line, in turn, will not only provide redundancy for emergency situations in and around the resort in the future but also provide power to the development before the substation is implemented. The current substation in that vicinity is near capacity and would provide a temporary solution only.

13. Easements

For your information, easements required for utility or drainage purposes should be granted to the appropriate authority.

14. Deeds

All deeds to be conveyed must be free and clear of encumbrances.

This ___ day of _____, 2007.