

TOWN OF INNISFIL

**PRE-DEVELOPMENT
AMENDING AGREEMENT No. 2**

BETWEEN:

THE CORPORATION OF THE TOWN OF INNISFIL

“Town”

– and –

KIMVAR ENTERPRISES INC.

1247549 ONTARIO INC.

1638545 ONTARIO INC.

BAYSIDE VILLAGE DEVELOPMENTS INC.

DAROMTEL ENTERPRISES INC.

“Developer”

Town of Innisfil
2101 Innisfil Beach Road
Innisfil, ON L9S 1A1

Tel: 705-436-3710
Fax: 705-436-7120

PRE-DEVELOPMENT AMENDING AGREEMENT NO. 2

THIS AGREEMENT MADE this 18th day of February, 2011.

B E T W E E N:

KIMVAR ENTERPRISES INC.

1247549 ONTARIO INC.

1638545 ONTARIO INC.

BAYSIDE VILLAGE DEVELOPMENTS INC.

DAROMTEL ENTERPRISES INC.

(Hereinafter called the "Developer")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF INNISFIL

(Hereinafter called the "Town")

OF THE SECOND PART

WHEREAS the Developer warrants and represents that it is the owner of the lands and premises described in Schedule "A" attached hereto (hereinafter called the "Lands");

AND WHEREAS the Developer and the Town have entered into a Pre-Development Agreement dated January 27, 2010 (hereinafter called the "Pre-Development Agreement"), notice of which was registered on title to the Lands in the Land Registry Office of the Land Titles Division of Simcoe (No. 51) on March 2, 2010 as Instrument Number SC804287, amended by a Pre-Development Amending Agreement dated November 1, 2010, notice of which was registered on title to the Lands in the Land Registry Office of the Land Titles Division of Simcoe (No. 51) on November 5, 2010 as Instrument Number SC864183;

AND WHEREAS the Developer warrants and represents that there are no encumbrances of the Lands, save and except mortgages in favour of Optus Capital Corporation and HSBC Bank Canada, any registered municipal agreements and registered agreements with publically regulated utilities, any minor easements for the supply of domestic utility or telephone services to the Lands or adjacent properties, any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, or other services;

AND WHEREAS the terms of the Pre-Development Agreement contemplate that the Pre-Development Agreement shall be amended from time to time to facilitate additional activities contemplated by the Pre-Development Agreement as such additional activities are approved by the Town;

AND WHEREAS the Lake Simcoe Region Conservation Authority has required that a temporary cofferdam inland of the marina entrance be installed by the Developer prior to the March fish spawning window, in order to allow for commencement of further marina works in the summer of 2011;

AND WHEREAS the administrative authority to amend the Pre-Development Agreement, on behalf of the Town, from time to time to facilitate those additional

activities contemplated in the Pre-Development Agreement has been delegated to the Chief Administrative Officer (or his designate);

AND WHEREAS the parties to the Pre-Development Agreement hereby wish to amend the terms and conditions of the Pre-Development Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants herein contained and other good and valuable consideration and the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto (receipt whereof is hereby acknowledged) the parties hereto hereby covenant, promise and agree with each other as follows:

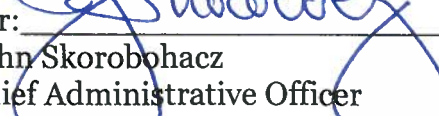
1. The Developer hereby consents to the registration of this Agreement upon the Lands and hereby acknowledges that the same constitutes a first lien upon the Lands (not subject to any other liens and encumbrances) save and except any registered municipal agreements and registered agreements with publicly regulated utilities, any minor easements for the supply of domestic utility or telephone services to the Lands or adjacent properties, any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, or other services, as security for any financial obligation of the Developer pursuant to this Agreement. The said lien shall be enforceable upon a judgment or order of any court and all or any part of the Lands may be realized as security for such lien in the same manner as if the Town was enforcing its rights as a mortgagee under a mortgage.
2. Schedule "C" of the Pre-Development Agreement is hereby deleted in its entirety and replaced with the Schedule "C" attached to this Agreement as Schedule "B".
3. Schedule "G-1" of the Pre-Development Agreement is hereby deleted in its entirety and replaced with the Schedule "G-1" attached to this Agreement as Schedule "C".
4. Schedule "G-2" of the Pre-Development Agreement is hereby deleted in its entirety and replaced with the Schedule "G-2" attached to this Agreement as Schedule "D".
5. Schedule "K" of the Pre-Development Agreement is hereby amended by adding the Schedule "E" attached to this Agreement immediately following the last page of the existing Schedule "K".
6. All of the other terms of the Pre-Development Agreement shall remain in full force and effect and the Developer agrees to comply with all conditions as set out therein in addition to those set out in this Agreement.
7. This Agreement shall be binding upon the parties in the same manner as set out in Sections 2.3 and 6.9 of the Pre-Development Agreement.
8. This Agreement may be simultaneously executed in several counterparts each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.
9. The Developer shall obtain from each mortgagee having a registered Charge on title to the Lands and register on those titles, a postponement of each such Charge in favour of this Agreement so that this Agreement has the priority described in Section 1.

IN WITNESS WHEREOF the parties hereto have set their hands and seal and the Township has hereunto caused its Corporate Seal to be affixed, duly attested by the hands of its proper signing officers.

SIGNED, SEALED AND DELIVERED)
In the presence of)

Authorized to be executed by)
By-law No. 012-10 passed)
on the 27th day of January, 2010.)

THE CORPORATION OF THE
TOWN OF INNISFIL

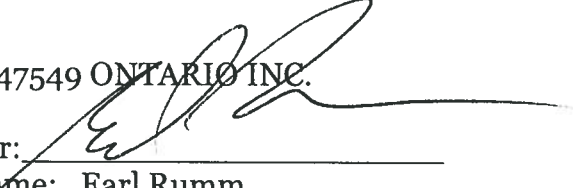
Per: 
John Skorobohacz
Chief Administrative Officer

KIMVAR ENTERPRISES INC.

Per: 
Name: Earl Rumm
Title: A.S.O.


I have authority to bind the
Corporation.

1247549 ONTARIO INC.

Per: 
Name: Earl Rumm
Title: A.S.O.


I have authority to bind the
Corporation.

1638545 ONTARIO INC.

Per: 
Name: Earl Rumm
Title: A.S.O.

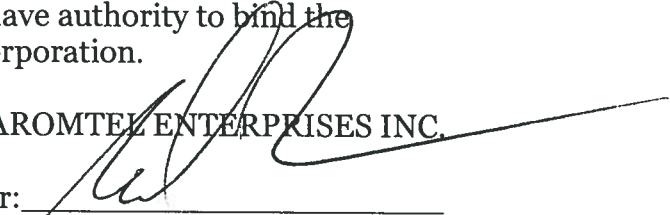
I have authority to bind the
Corporation.

BAYSIDE VILLAGE DEVELOPMENTS
INC.

Per: 
Name: Earl Rumm
Title: A.S.O.

I have authority to bind the
Corporation.

DAROMTEL ENTERPRISES INC.

Per: 
Name: Earl Rumm
Title: A.S.O.

I have authority to bind the
Corporation.

SCHEDULE "A"

Legal Description of the Lands

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Innisfil, in the County of Simcoe, being composed of:

Firstly:

PIN 58085-0096 (LT)

Lots 1 & 2 Plan 1021, Part of Lot 29, Concession 13, Part of Lot 30, Concession 13, being Parts 1 & 2 Plan 51R-18899, except Lots 72 to 77, Plan 1139, subject to IN20365, subject to RO1196201, subject to RO1218422.

Owner: Kimvar Enterprises Inc.

Secondly:

PIN 58085-0361 (LT)

Part of Lot 27, Concession 13, being Part 1 Plan 51R-35975.

Owner: 1247549 Ontario Inc.

Thirdly:

PIN 58085-0363 (LT)

Part of the South Half of Lot 27, Concession 13, being Part 1 Plan 51R-35980.

Owner: 1638545 Ontario Inc.

Fourthly:

PIN 58085-0362 (LT)

Part Lot 29, Concession 13, being Part 1 Plan 51R-35978.

Owner: Bayside Village Developments Inc.

Fifthly:

PIN 58085-0364 (LT)

Part of Lot 28, Concession 13, being Part 2 Plan 51R-35980.

Owner: 1638545 Ontario Inc.

Sixthly:

PIN 58085-0365 (LT)

Part of Lot 28, Concession 13, being Part 3 Plan 51R-35980.

Owner: 1638545 Ontario Inc.

Seventhly:

PIN 58085-0367 (LT)

Part of Lot 28, Concession 13, being Parts 1 & 3 Plan 51R-36243, subject to an easement over Part 3 Plan 51R-36243 as in IN19026.

Owner: Daromtel Enterprises Inc.

Eighthly:

PIN 58085-0368 (LT)

Part of Lot 28, Concession 13, being Part 2 Plan 51R-36243.

Owner: Daromtel Enterprises Inc.

Ninthly:

PIN 58085-0369 (LT)

Part of Lots 26 & 27, Concession 13, being Part 1 Plan 51R-36664.

Owner: Bayside Village Developments Inc.

SCHEDULE "B"

SCHEDULE "C"

Plans and Specifications

Plans and Specifications for Schedule E-1

Stage 1A Tree Clearing

Name of Plan, Drawing, Specification, or Study	Date of Plan, Drawing, Specification, or Study	Prepared by	Date of Approval by the Town
Tree Clearing Construction Methodology	January 12, 2010	SCS Consulting Group Ltd.	January 14, 2010
Tree Clearing Plans TC-0 through TC-8	January 6, 2010	Schollen & Company Inc.	January 14, 2010
Tree Removal and Control Plan 1 – Stage 1A and Stage 1B 701A	December 2009, stamped January 13, 2010	SCS Consulting Group Ltd.	January 14, 2010
Tree Removal and Control Plan 2 – Stage 1A and 1B 702A	December 2009, stamped January 13, 2010	SCS Consulting Group Ltd.	January 14, 2010
Tree Inventory and Assessment Report – Appendix A	January 6, 2010	Schollen & Company Inc.	January 14, 2010
Tree Inventory and Assessment Plans TA7 and TA-4B	January 6, 2010	Schollen & Company Inc.	January 14, 2010
Temporary Edge Buffering Plan EP-6A	August 2009, stamped January 7, 2010	Schollen & Company Inc.	January 14, 2010
Erosion and Sediment Control Plan Details – Plan 705	January 8, 2010	SCS Consulting Group Ltd.	January 14, 2010
Monitoring strategies: <ul style="list-style-type: none">• Ecological Monitoring Program Matrix• Monitoring Program Matrix Tree Removal Operations Stage 1A and 1B• Tree Clearing Monitoring Program Matrix – Tree Clearing Stage 1A	<ul style="list-style-type: none">• December 21, 2009, revised January 6, 2010• January 2010• January 6, 2010	<ul style="list-style-type: none">• Beacon Environmental• SCS Consulting Group Ltd.• Schollen & Company Inc.	<ul style="list-style-type: none">• January 14, 2010• January 14, 2010• January 14, 2010

**Stage 1B/1B-2 Tree Clearing and
Construction of Amphibian Enhancement Area #1**

Name of Plan, Drawing, Specification, or Study	Date of Plan, Drawing, Specification, or Study	Prepared by	Date of Approval by the Town
Stage 1B/1B2 Tree Clearing and Grubbing & Construction of Amphibian Enhancement Area #1 Construction Methodology	October 20, 2010	SCS Consulting Group Ltd.	October 22, 2010
Tree Clearing Plan – North Golf Course Edge at Golf Holes 16-18 – Drawing TC-5	September 27, 2010	Schollen & Company Inc.	October 22, 2010
Enhancement Area No. 1 Berm Construction Plan	October 2010	SCS Consulting Group Ltd.	October 22, 2010
Erosion and Sediment Control Plan 1 – Stage 1 – Drawing 701	July 13, 2010	SCS Consulting Group Ltd.	October 22, 2010
Erosion and Sediment Control Plan 2 – Stage 1 – Drawing 702	September 29, 2010	SCS Consulting Group Ltd.	October 22, 2010
Erosion and Sediment Control Plan Details – Drawing 705	July 13, 2010	SCS Consulting Group Ltd.	October 22, 2010
Tree Removal Control Plan 1 – Stage 1A, 1B and 1C – Drawing 701A	May 6, 2010	SCS Consulting Group Ltd.	October 22, 2010
Tree Removal Control Plan 2 – Stage 1A, 1B and 1C – Drawing 702A	October 12, 2010	SCS Consulting Group Ltd.	October 22, 2010
Monitoring Strategies: <ul style="list-style-type: none"> • Ecological Monitoring Program Matrix • Monitoring Program Matrix, Stages 1A and 1B Grubbing and Golf Course Topsoil Stripping (Outside of treed areas) • Tree Clearing Monitoring Program Matrix, Tree Clearing Stages 1A, 1B and 1B2 	<ul style="list-style-type: none"> • October 19, 2010 • October, 2010 • October 13, 2010 	<ul style="list-style-type: none"> • Beacon Environmental • SCS Consulting Group Ltd. • Schollen & Company Inc. 	<ul style="list-style-type: none"> • October 22, 2010 • October 22, 2010 • October 22, 2010

Stage 1C Tree Clearing

Name of Plan, Drawing, Specification, or Study	Date of Plan, Drawing, Specification, or Study	Prepared by	Date of Approval by the Town
Construction Management Plan (Tree Clearing Methodology)			
Tree Clearing Plan			
Erosion and Sedimentation Control Plan			
Landscape Plan			
Monitoring Strategies			

Plans and Specifications for Schedule F-1 (Grading and Grubbing)

Stage 1A Grubbing/Stump Removal

Name of Plan, Drawing, Specification, or Study	Date of Plan, Drawing, Specification, or Study	Prepared by	Date of Approval by the Town
Stage 1A Grubbing/Stump Removal, and Topsoil Stripping of Golf Course (outside treed area) Construction Methodology	May 6, 2010	SCS Consulting Group Ltd.	July 22, 2010
Erosion and Sediment Control Plan Report – Stage 1	May 6, 2010	SCS Consulting Group Ltd.	July 22, 2010
Tree Removal Control Plan 1 – Stage 1A, 1B and 1C – Drawing 701A	May 6, 2010	SCS Consulting Group Ltd.	October 22, 2010
Erosion and Sediment Control Plan 1 – Stage 1 – Drawing 701	July 13, 2010	SCS Consulting Group Ltd.	October 22, 2010
Erosion and Sediment Control Plan Details – Drawing 705	July 13, 2010	SCS Consulting Group Ltd.	October 22, 2010
Monitoring Strategies: <ul style="list-style-type: none"> Hydrogeological Monitoring Program 	July 14, 2010	<ul style="list-style-type: none"> Golder Associates Limited (GAL) 	July 22, 2010

Stage 1B/1B-2 Grubbing/Stump Removal

Name of Plan, Drawing, Specification, or Study	Date of Plan, Drawing, Specification, or Study	Prepared by	Date of Approval by the Town
Stage 1B/1B2 Tree Clearing and Grubbing & Construction of Amphibian Enhancement Area #1 Construction Methodology	October 20, 2010	SCS Consulting Group Ltd.	October 22, 2010
Erosion and Sediment Control Plan 1 – Stage 1 – Drawing 701	July 13, 2010	SCS Consulting Group Ltd.	October 22, 2010
Erosion and Sediment Control Plan 2 – Stage 1 – Drawing 702	September 29, 2010	SCS Consulting Group Ltd.	October 22, 2010
Erosion and Sediment Control Plan Details – Drawing 705	July 13, 2010	SCS Consulting Group Ltd.	October 22, 2010
Monitoring Strategies: <ul style="list-style-type: none"> • Ecological Monitoring Program Matrix • Monitoring Program Matrix, Stages 1A and 1B Grubbing and Golf Course Topsoil Stripping (Outside of treed areas) 	<ul style="list-style-type: none"> • October 19, 2010 • October, 2010 	<ul style="list-style-type: none"> • Beacon Environmental • SCS Consulting Group Ltd. 	<ul style="list-style-type: none"> • October 22, 2010 • October 22, 2010

Stage 1A/1B/1B-2 Grading

Name of Plan, Drawing, Specification, or Study	Date of Plan, Drawing, Specification, or Study	Prepared by	Date of Approval by the Town
Stormwater Management and Monitoring Plan			
Grading and Drainage Plan			
Geotechnical Report for Stormwater Management Pond			
Erosion and Sedimentation Control Master Plan			
Monitoring Strategies			

Stage 1C Grubbing and Grading

Name of Plan, Drawing, Specification, or Study	Date of Plan, Drawing, Specification, or Study	Prepared by	Date of Approval by the Town
Stormwater Management and Monitoring Plan			
Grading and Drainage Plan			
Geotechnical Report for Stormwater Management Pond			
Erosion and Sedimentation Control Master Plan			
Monitoring Strategies			

Plans and Specifications for Schedule G-1 (Marina Basin Excavation)

Stage 1 – Cofferdam Construction (Stage One)

Name of Plan, Drawing, Specification, or Study	Date of Plan, Drawing, Specification, or Study	Prepared by	Date of Approval by the Town
Installation of Cofferdam Construction Methodology	February 2011	SCS Consulting Group Ltd.	February 18, 2011
Cofferdam Plan C-01	February 8, 2011	Shoreplan Engineering Limited	February 18, 2011

Stage 2 – Marina Basin Excavation

Name of Plan, Drawing, Specification, or Study	Date of Plan, Drawing, Specification, or Study	Prepared by	Date of Approval by the Town
Marina Basin Management Plan			
Marina Basin Detailed Design Assessment			
Coastal Engineering Study			
Hydrogeological Study			
Water Balance and Budget			
Rare Species Transplantation Plan			
Aquatic Vegetation Management Plan			

Detailed Phosphorus Budget			
Environmental Monitoring Program			
Monitoring Strategies			

Plans and Specifications for Schedule H-1 (Golf Course Shaping)

Stage 1 – Topsoil Stripping of Golf Course Outside of Treed Areas

Name of Plan, Drawing, Specification, or Study	Date of Plan, Drawing, Specification, or Study	Prepared by	Date of Approval by the Town
Stage 1A Grubbing/Stump Removal, and Topsoil Stripping of Golf Course (outside treed area) Construction Methodology	May 6, 2010	SCS Consulting Group Ltd.	July 22, 2010
Erosion and Sediment Control Plan Report – Stage 1	May 6, 2010	SCS Consulting Group Ltd.	July 22, 2010
Tree Removal Control Plan 2 – Stages 1A, 1B and 1C – Drawing 702A	October 12, 2010	SCS Consulting Group Ltd.	October 22, 2010
Erosion and Sediment Control Plan 2 – Stage 1 – Drawing 702	September 29, 2010	SCS Consulting Group Ltd.	October 22, 2010
Erosion and Sediment Control Plan Details – Drawing 705	July 13, 2010	SCS Consulting Group Ltd.	October 22, 2010
Monitoring Strategies: <ul style="list-style-type: none"> • Hydrogeological Monitoring Program 	July 14, 2010	<ul style="list-style-type: none"> • Golder Associates Limited (GAL) 	July 22, 2010

Stage 2 – Golf Course Shaping

Name of Plan, Drawing, Specification, or Study	Date of Plan, Drawing, Specification, or Study	Prepared by	Date of Approval by the Town
Nutrient Management Plan			
Monitoring Strategies			

Plans and Specifications for Schedule I-1 (Haul Road)

Name of Plan, Drawing, Specification, or Study	Date of Plan, Drawing, Specification, or Study	Prepared by	Date of Approval by the Town
Stormwater Management and Monitoring Plan			
Erosion and Sedimentation Control Plan			
Grading and Drainage Plan			
Monitoring Strategies			

SCHEDULE "C"

SCHEDULE "G-1"

Requirements for Marina Basin Excavation

Stage 1 – Cofferdam Construction (Stage One)

1. Phasing and Timing

- 1.1** Stage one of the construction of a cofferdam shall be permitted as shown on the Plans and Specifications, including the installation of turbidity curtain, quarry run, granite boulders, and geotextile material, but not including the installation of steel sheet piles through the gravel cofferdam.
- 1.2** No further marina basin excavation related activity (including but not limited to the second stage of cofferdam construction installing steel sheet piles through the gravel cofferdam) shall be commenced without the further written approval of the CAO or his designate, which may contain further requirements and conditions and/or an amendment to this Schedule. The second stage of cofferdam construction shall occur prior to the dewatering of the existing marina basin.
- 1.3** Cofferdam construction referred to in section 1.1 shall be completed prior to March 15, 2011 as required by the LSRCA for the protection of spawning fish and developing eggs and fry, in compliance with the restrictive activity timing window enforced by Fisheries and Oceans Canada.

2. Construction Methodology

2.1 Tree Preservation and Construction Fencing

- 2.1.1** The Developer shall retain and maintain all tree preservation and construction fencing installed as part of the Tree Removal Control Plans for Stage 1A and Stage 1B/1B-2, as shown on the Tree Removal Control Plans listed in Schedule "C" under "Stage 1A Tree Clearing" and "Stage 1B/1B-2 Tree Clearing and Construction of Amphibian Enhancement Area #1" that is to remain during Cofferdam Construction (Stage One).
- 2.1.2** The Developer shall preserve the trees as shown on the Tree Inventory and Clearing Plans, TC-0 to TC-4 and TC-6 to TC-8 (dated January 6, 2010 and listed in Schedule "C" under "Stage 1A Tree Clearing") and TC-5 (dated September 27, 2010 and listed in Schedule "C" under "Stage 1B/1B-2 Tree Clearing and Construction of Amphibian Enhancement Area #1").
- 2.1.3** If during construction the tree preservation and construction fencing is breached, moved, or altered in any way, the Developer's Engineer shall prepare a report outlining the extent of the damage, breach, or alteration, remedial action taken or to be taken to remedy the damage, breach, or alteration to the satisfaction of the Town. The Developer shall implement the recommendations of the report and remedy the damage, breach, or alteration within 48 hours.
- 2.1.4** Upon completion of construction, tree protection fencing may be removed to facilitate the installation of restoration programs.

2.2 Site Access Roads and Signage

- 2.2.1** The Developer shall install and maintain access roads to the Lands only at the locations shown on the Tree Removal Control Plans, Stage 1A, 1B and 1C, Drawings 701A, dated May 6, 2010, and 702A, dated October 12, 2010, and as per the detail provided on Drawing 705, dated July 13, 2010, each listed in Schedule "C" under "Stage 1B/1B-2 Tree Clearing and Construction of Amphibian Enhancement Area #1". There shall be three construction site access roads (#1,

#2 & #3) maintained from Big Bay Point Road as shown on the above mentioned drawings.

- 2.2.2** The Developer shall Install and maintain signage as per OTM Book 7 to the satisfaction of the Town.
- 2.2.3** The Developer shall Install and maintain site access location signage, as shown on the Plans and Specifications. The Developer shall also Install and maintain municipal 911 emergency notification signage as directed by the Town.
- 2.2.4** Construction Access Roads #1 and #2 will utilize the existing paved and gravel surface roadways which currently exist on the Lands.
- 2.2.5** All construction vehicles and other vehicles must enter and exit the Lands only from the approved access routes referred to in section 2.2.1.

2.3 Cofferdam Construction

- 2.3.1** The Cofferdam shall only be constructed in accordance with the Plans and Specifications, in particular Cofferdam Plan C-01, dated February 8, 2011 and listed in Schedule "C" under "Stage 1 – Cofferdam Construction (Stage One)", and in accordance with the phasing as described in section 1 and 2.3.2 of this Schedule.
- 2.3.2** All Cofferdam construction shall be performed in accordance with the requirements of LSRCA Permit No. IP.2010.125, as amended, originally issued December 17, 2010, and stamped as amended February 18, 2011.
- 2.3.3** The Developer shall Install Turbidity Curtains in accordance with Cofferdam Plan C-01, dated February 8, 2011 and listed in Schedule "C" under "Stage 1 – Cofferdam Construction (Stage One)". The Turbidity Curtains shall be Installed prior to any other construction permitted by this Schedule.
- 2.3.4** The Developer shall remove any existing in water or shoreline structures that are required to be removed to facilitate construction of the cofferdam in accordance with Cofferdam Plan C-01, dated February 8, 2011 and listed in Schedule "C" under "Stage 1 – Cofferdam Construction (Stage One)".
- 2.3.5** The Developer shall ensure that the quarry run, boulders and geotextile material are inspected by Shoreplan Engineering Limited prior to Installation.
- 2.3.6** The Installation of the cofferdam must be constructed from the north shoreline. No construction machinery shall be permitted to access the cofferdam from the southern shoreline, as shown on Cofferdam Plan C-01, dated February 8, 2011 and listed in Schedule "C" under "Stage 1 – Cofferdam Construction (Stage One)".
- 2.3.7** Quarry run material shall be hard, durable, crushed quarried, free from silt, clay, organic matter and other foreign substances and free from splits, seams or defects likely to impair its soundness during handling with relative density 2.7 (plus or minus 0.15). The Developer shall provide a well graded mixture of rock with a maximum particle size of 200mm diameter. The quarry run material shall be placed to the lines and grades indicated on Cofferdam Plan C-01, dated February 8, 2011 and listed in Schedule "C" under "Stage 1 – Cofferdam Construction (Stage One)".
- 2.3.8** Granite Boulders shall be hard, dense, round stone, free from seams, cracks or other structural defects with relative density 2.7 (plus or minus 0.15). Boulders shall be rock, ranging in size as specified on Cofferdam Plan C-01, dated February 8, 2011 and listed in Schedule "C" under "Stage 1 – Cofferdam Construction (Stage One)". A minimum of sixty percent (60%) of the total volume shall contain stone of individual size greater than the midpoint of the specified size range. The dimensions specified in this section represent the smallest dimension of individual boulder pieces. In the event of a dispute regarding the size of the

material, the Developer shall provide proof of size of its own expense. Boulders shall be placed to the lines and grades indicated on Cofferdam Plan C-01, dated February 8, 2011 and listed in Schedule "C" under "Stage 1 – Cofferdam Construction (Stage One)".

- 2.3.9** Geotextile shall be non-woven pervious, inert and durable. The material shall be Terrafix 600R or an equal approved by the Town. Individual filter fabric sheets shall reach from the top of the revetment to the toe. There shall be a minimum 800 mm overlap width across the slope direction when placing a new section of filter fabric adjacent to a previously placed section. The Developer shall repair any damaged filter fabric by placing a second layer, overlaying the damaged area by not less than 1500 mm in all directions beyond the damaged area.
- 2.3.10** The Turbidity Curtains required pursuant to section 2.3.3 shall remain in place until dewatering is completed in the marina basin.

2.4 Mitigation Strategies

- 2.4.1** No construction activity or machinery shall be permitted beyond the tree preservation fencing, erosion and sediment control fencing, or limits of the Lands.
- 2.4.2** No equipment shall be refuelled, or maintenance of equipment performed within 100 metres of the marina basin, Lake Simcoe, existing drainage swales, or in close vicinity to existing trees to be preserved or sensitive environmental features.
- 2.4.3** Erosion and sedimentation control measures shall be implemented in accordance with the Plans and Specifications. Sediment control fencing shall remain in place until adequate groundcover has become established to prevent the erosion of the surface soils.
- 2.4.4** The Developer shall maintain all construction fencing, tree preservation fencing, and erosion and sedimentation control measures in working condition at all times. The Developer's Engineer shall routinely inspect the erosion and sedimentation control measures, a minimum of once per week and prior to and/or after each significant rainfall event or significant snow melt event to ensure that all erosion and sedimentation control measures are in proper working condition, and shall provide a written report of same to the Town in a form satisfactory to the Town. The written report shall be received within 48 hours of each inspection. The Developer shall repair any damage to construction fencing, tree preservation fencing, and erosion and sedimentation control measures within 48 hours of such damage occurring, or sooner as warranted.
- 2.4.5** The Developer shall maintain the cofferdam in working condition at all times. The Developer's Engineer shall routinely inspect the cofferdam a minimum of once per week to ensure that it is in proper working condition, and shall provide a written report of same to the Town in a form satisfactory to the Town. The written report shall be received within 48 hours of each inspection. The Developer shall repair any damage to the cofferdam within 48 hours of such damage occurring, or sooner as warranted.

3. Temporary Buffers

- 3.1** The treed buffers of existing trees around the perimeter of the Lands shall be maintained as designated on the Tree Inventory and Clearing Plans listed in Schedule "C" under "Stage 1A Tree Clearing".

4. Monitoring Requirements

- 4.1** The Developer shall continue to undertake the monitoring requirements for "Stage 1A Tree Clearing", "Stage 1B/1B-2 Tree Clearing and Construction of Amphibian Enhancement Area #1", "Stage 1A Grubbing/Stump Removal", "Stage

1B/1B-2 Grubbing/Stump Removal”, and “Topsoil Stripping of Golf Course Outside of Treed Areas” as described in the Plans and Specifications, listed in Schedule “C”.

5. Communications Plan

- 5.1** Prior to the commencement of any Cofferdam construction the Developer shall undertake the requirements of the Communications Plan as set out in Schedule “K”.
- 5.2** Any information to be distributed pursuant to the Communications Plan to the public shall be reviewed and approved by the Town prior to distribution.

Stage 2 – Marina Basin Excavation

6. Marina Basin Excavation Pre-conditions

6.1 Amending Agreement

The Developer and the Town shall enter into an Amending Agreement which states the requirements based on the plans noted in paragraph 6.3 of this Schedule, which shall be registered on title to the Lands in priority to all other liens and encumbrances prior to commencement of Marina Basin Excavation.

6.2 Timing

Prior to entering into the Amending Agreement referred to in section 6.1 of this Schedule, the Developer shall justify the timing of such Works in the context of an overall construction schedule to the Town’s satisfaction.

6.3 Peer Review of Supporting Studies

Prior to entering into the Amending Agreement referred to in section 6.1 of this Schedule, the following supporting studies shall be peer reviewed and approved by the Town (unless otherwise required by the OPA 17, Zoning By-law 029-05, the plan of subdivision approval, the conditions of draft plan approval, or otherwise by law):

(a) all plans and studies required for Tree Cutting, grading and grubbing;

(b) marina basin management plan (Town, LSRCA, MNR, the Department of Fisheries and Oceans (“DFO”), Transport Canada, and MOE);

(c) marina basin detailed design (Town, LSRCA, MOE, MNR, DFO, and Transport Canada);

(d) coastal engineering study (Town, the County, LSRCA, MOE, DFO, Transport Canada, and MNR);

(e) hydro-geological study (including permission to take water under O.Reg. 387/04) (Town, the County, LSRCA, MOE, and MNR);

(f) water balance and budget (Town, the County, LSRCA, MOE, and MNR);

(g) rare species transplantation plan (Town, the County, and LSRCA);

(h) aquatic vegetation management plan (Town, the County, LSRCA, MOE and MNR);

(i) detailed phosphorus budget (Town, the County, LSRCA, MOE, and MNR);

(j) environmental monitoring program (Town, the County, LSRCA, MOE, and MNR).

In exercising its discretion under this paragraph, the Town may consult with any government agency it considers appropriate and in giving its approval the Town may consider whether the approval of that agency has been obtained.

6.4 Permit: O.Reg. 179/06 (LSRCA Site Alteration Permit)

Prior to any work on marina basin excavation the Developer shall acquire a permit under O.Reg. 179/06.

6.5 Monitoring Program

6.5.1 Prior to any work on marina basin excavation, the following monitoring programs shall be initiated by the Developer:

(a) all monitoring required for Tree Cutting to the satisfaction of the Town;

(b) well monitoring to the satisfaction of the Town;

(c) amphibian monitoring to the satisfaction of the Town;

(d) rare aquatic plant monitoring to the satisfaction of the Town.

6.5.2 Prior to any marina basin excavation work, the Developer shall remedy any negative effects identified through site monitoring, to the satisfaction of the Town.

6.6 Communications Plan and Site Activity Checklist

Prior to entering the Amending Agreement referred to in section 6.1 of this Schedule, the Developer shall amend the Communications Plan attached as Schedule "K" and the Site Activity Checklist attached as Schedule "J" to the satisfaction of the Town which must be endorsed by the CAO or his designate prior to commencement of work.

SCHEDULE "D"

SCHEDULE "G-2"

Security for Marina Basin Excavation

Security for Stage 1 – Cofferdam Construction (Stage One)

1.	Install Turbidity Curtain	\$19,662.00
2.	Install Quarry Run	\$172,232.34
3.	Install Granite Boulders	\$54,869.18
4.	Install Geotextile Material	\$2,147.00
5.	Import of Granular Material	\$16,950.00
2.	Communications Plan	\$ N/A (Secured under Stage 1A Tree Clearing)
3.	Administrative Costs	\$ N/A (Secured under Stage 1A Tree Clearing)
	SUBTOTAL	\$265,860.52
	Contingencies	\$ N/A (Secured under Stage 1A Tree Clearing)
	TOTAL VALUE OF LETTER OF CREDIT	\$265,860.52
	TOTAL SECURITIES REQUIRED	\$265,860.52

Security for Stage 2 – Marina Basin Excavation

1.		\$ _____
2.		\$ _____
3.		\$ _____
4.		\$ _____
5.	Communications Plan	\$ _____
6.	Administrative Costs	\$ _____
	SUBTOTAL	\$ _____
	Contingencies	\$ _____
	TOTAL VALUE OF LETTER OF CREDIT	\$ _____
	TOTAL SECURITIES REQUIRED	\$ _____

The estimate contained in this Schedule is for informational purposes only and shall not restrict the rights of the Town to draw on the cash or Letter of Credit up to the full remaining balance thereof to rectify any default, nor to require any increase in said Security as set out therein. If Town costs to

rectify any default exceeds the value of the Letter of Credit, the Town may recover all costs and expenses incurred by the Town, whether directly or indirectly, with respect to the default or remedy thereof and collect such costs and expenses in like manner as municipal taxes.

SCHEDULE "E"

SCHEDULE "K"

Communications Plan

See attached

Communications Strategy Outline for Installation of the Temporary Cofferd Dam

1) Introduction

Innisfil Staff are considering a request by Geranium Corporation to permit the installation of a temporary coffer dam inland of the marina entrance to the Big Bay Point Resort property. This work is a necessary step in the construction of the resort. The works on the site are expected to begin towards the end of February and must be completed prior to March 15, 2011, to comply with warm water fisheries regulations.

A bulletin containing relevant factual background on these works, will be made available to local residents' groups, members of the public and relevant Provincial Agencies once the Town has approved the drawings and other submittals related to this phase (See "Target Audiences").

A copy of the bulletin and approved drawings in support of the works will be posted on the Town of Innisfil web site at www.innisfil.ca and further site development information will be available at www.geraniumcorporation.com/developments.

2) Objectives of the Communication Plan

- To clearly, concisely, accurately and transparently inform all interested parties of the staff approval of upcoming site works;
- To continue and enhance the Town of Innisfil and Geranium's efforts at consultation and openness regarding the Big Bay Point Resort development.

3) Key Considerations

Immediately following the approval of the works, this second stage of the communications strategy will be implemented by Geranium. This will include the release of an information bulletin, detailing the relevant facts related to this phase of site preparation including the anticipated start and completion dates of this phase of work, the scope of this work as currently proposed, the anticipated next steps for the resort development as well as their anticipated timing, and contact information at both Geranium Corporation and the Town of Innisfil. In addition, the bulletin will briefly outline the works completed to date at the resort.

4) Target Audiences

- Innisfil District Association
- Linda Street Residents Association
- Residents of Innisfil Association
- Sandy Cove Acres Homeowners Association
- Innisfil Chamber of Commerce
- all citizens of Innisfil, and in particular residents of the Big Bay Point area
- County of Simcoe council members and relevant staff
- local provincial and federal members of the legislature and parliament
- relevant provincial and cabinet ministers
- relevant provincial and staff
- Lake Simcoe Region Conservation Authority

5) Implementation Methods

(The strategies describe in general terms how the objectives will be reached, and how the messages will be communicated, the tactics provide the specifics. For example, a strategy might be "reach the national news media" and the supporting tactic could be "hold a news conference in the National Press Theatre").

Strategy: disseminate correspondence regarding ongoing works as widely as possible immediately following the approval by Town Staff.

Tactics:

- email to all known members of local citizens groups as well as to the groups themselves via their web sites;
- email to Innisfil Chamber of Commerce, County of Simcoe council members and relevant staff, local provincial members and MNR, MOE and MMAH staff, and staff and board of the LSRCA;
- mail drop of the information bulletin to all property owners within a pre-determined distance from resort property, directing them to where they will find subsequent updates, to the satisfaction of the Town;
- posting of appropriate signage on Line 13 South and along Big Bay Point Road; and
- posting of the information bulletin and approved drawings and documents for this stage of works on the Town of Innisfil website.

6) Timelines

Information dissemination will be undertaken as outlined in Section 3 above, immediately after Town approval of the proposed works.

7) Stage 2 Communications Strategy

Geranium Corporation commits to developing an ongoing communications strategy in consultation with the Town of Innisfil to keep residents informed throughout the development of the project. The subsequent stages of the communications strategy will be the subject of further discussion with the Town of Innisfil.