

ATTACHMENT NO. 1

CONDITIONS OF DRAFT APPROVAL

**DRAFT PLAN OF CONDOMINIUM (STANDARD)
FILE 19CDM-21V007 ('PLAN')
KINGSMEN (ISLINGTON) INC. ('OWNER')
PART OF LOT 18, CONCESSION 8, CITY OF VAUGHAN ('CITY')**

THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN THAT SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF PLAN OF CONDOMINIUM (STANDARD) FILE 19CDM-21V007, ARE AS FOLLOWS:

City of Vaughan

1. The Plan shall relate to Draft Plan of Condominium (Standard), prepared by Schaeffer Dzaldov Bennett Ltd., drawing Job. No. 17-275-00, dated March 1, 2021.
2. The Owner shall enter into a Condominium Agreement with the City of Vaughan and shall agree to satisfy any conditions that the City may consider necessary.
3. The Condominium Agreement shall be registered on title against the lands to which it applies at the cost of the Owner.
4. Prior to the registration of the Draft Plan of Condominium, the Owner shall:
 - a) Submit an "as-built" survey to the satisfaction of the Vaughan Building Standards Department;
 - b) Submit a revised site plan and landscape plan to the satisfaction of the Development Planning Department;
 - c) Confirm that they have paid all outstanding taxes, development charges and levies, as may be required to the satisfaction of the Vaughan Financial Planning and Development Finance Department;
 - d) Provide documentation to demonstrate that Site Plan Agreement conditions No. 21 and 22 for Site Development File DA.17.023 have been satisfied to the satisfaction of the Development Engineering Department; and
 - e) Ensure that the Discharge Approval is in full force and effect and that the Discharge and Related Works are in good standing in accordance with the

terms and conditions of the Discharge Approval and operating to the Environmental Services Department's satisfaction, if required.

5. Should a dewatering permit be required, the following conditions shall be included in the Condominium Agreement:
 - a) Prior to discharge of any water originating from a source other than Vaughan's water supply, including water originating from groundwater accumulating or collected on private lands ("Private Groundwater Discharge") to Vaughan's storm sewer system, the Condominium Corporation shall apply for and obtain Discharge Approval for permanent groundwater discharge ("Discharge Approval") from the Environmental Services Department, if required. The following terms and conditions are subject to requirement of a Discharge Approval, if applicable:
 - i) The Condominium Corporation shall install all works to carry out the Private Groundwater Discharge ("Discharge and Related Works") in accordance with the terms and conditions of the Discharge Approval, all to Vaughan's satisfaction. Furthermore, the Condominium Corporation shall ensure that all Discharge and Related Works are in good standing with the Discharge Approval.
 - iii) Upon the Condominium Corporation's application to renew the Discharge Approval, the Condominium Corporation shall provide a report prepared and sealed by a licensed professional geoscientist, in the province of Ontario, attesting that all Private Groundwater Discharge comply with the requirements of the Discharge Approval issued by Vaughan.
 - b) The Condominium Corporation agrees that post-development flow rates discharged to Vaughan's storm sewer from the Lands, including Private Groundwater Discharge, shall not exceed the allowable flow rates discharged to Vaughan's storm sewer system as approved by Development Engineering and per the Discharge Approval. The Condominium Corporation may be required to add or modify the Discharge and Related Works to Vaughan's satisfaction, all at their sole cost and expense.
 - c) The Condominium Corporation's right to Private Groundwater Discharge from its Land into Vaughan's sewer system is subject to all terms and conditions of this Agreement, the Discharge Approval, Vaughan's Sewer

Use By-law 087-2016, as amended, and all applicable laws and regulations.

- d) The Owner agrees that in the event the Condominium Corporation fails to comply with any of the terms and conditions set out in above, Vaughan may immediately suspend, terminate or revoke at Vaughan's sole discretion, any discharge privileges granted under this Agreement and the Discharge Approval, if applicable.
6. The following provisions shall be included in the Condominium Agreement:
- a) The Condominium Corporation shall be responsible to regularly clean and maintain all driveway catch basins;
 - b) Upon a successfully completed application, a site inspection, and the execution and registration of an Agreement with the Vaughan Environmental Services Department, Solid Waste Management Division as determined by the City, the Condominium Corporation may be eligible for municipal waste collection services. Should the Condominium Corporation be deemed ineligible by the City or choose not to enter into an Agreement with the City for municipal collection service, all waste collection services shall be privately administered and shall be the responsibility of the Condominium Corporation.
 - c) Snow removal and clearing shall be the responsibility of the Condominium Corporation
7. The Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale and/or Lease shall include the following warning clauses as identified by the Site Plan Agreement for Site Development File DA.17.023:
- a) Warning Clauses:
 - i. "Purchasers/tenants are advised that the accesses via Laneway V36 are for emergency purposes only and are not to be used to enter and exit the Subject Lands"
 - ii. "Purchasers/tenants are advised that the easement providing access to the lands from the adjacent property to the north, registered as Part 1 on Reference Plan 65R-22497, provides sufficient clearance to facilitate vehicle turning movements to and from the lands within the easement boundary, despite not encapsulating the entire driveway width".

- iii. “Purchasers/tenants are advised that despite the inclusion of noise control features in this development area and within the building units, noise levels from increasing road traffic will continue to be of concern, occasionally interfering with some activities of the dwelling occupants, as the sound levels exceed the Municipality’s and the Ministry of Environment, Conservation and Parks respective criteria”
- iv. “This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality’s and the Ministry of Environment’s noise criteria (Note: the location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts of air conditioners of 38,900 British Thermal Units (“BTU”) per hour or less and should have a maximum sound power emission rating of 7.6 bels per Air Conditioning and Refrigeration Institute (“ARI”) Standard 270”.
- v. “This dwelling unit has been fitted with a forced air ventilation system and the ducting, etc., was sized to accommodate central air conditioning. Installation of central air conditioning will allow all windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality’s and the Ministry of the Environment’s noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to minimize the noise impacts. Air conditioners of 38,900 BTU/hour or less should have a maximum sound power emission rating of 7.6 bels per ARI Standard 270”.
- vi. “Purchasers/tenants are advised that due to the proximity of the adjacent commercial plaza, sound levels from these facilities may at times be audible”

Note: when including noise warning clauses within Agreements of Purchase and Sale and/or Lease, Table IV within Section 6 of the Noise Study prepared by HGC Engineering, dated July 25, 2018 shall be referred to as to determine the appropriate warning clause for applicable blocks, so as to inform future owners and occupants about noise concerns from the roadways and the presence of the existing commercial plaza to the north and laneway to the west.

8. Prior to the execution of the Condominium Agreement, the Owner shall submit a preregistered Plan of Condominium to the satisfaction of the Development Planning Department.

Canada Post

9. The Owner will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans.
10. The Owner will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancement (tree planting) and bus pads.
11. The Owner will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings.
12. The Owner will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy.
13. The Owner will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.

Region of York

14. Prior to final condominium approval, the Owner shall:
 - a) Provide confirmation to the Region of York that all of the conditions of the Site Plan Approval issued for the Subject Lands under Regional File No. SP.17.V.0214, have been satisfied.
 - b) The Owner shall execute all Regional Agreements and obtain all of the necessary permits required as part of the Site Plan Approval for the subject property issued by the Region under Regional File No. SP.17.V.0214.

- c) Prior to final approval, the Owner shall confirm that all works within the Regional right-of-way have been completed to the satisfaction of the Region or that the Region holds sufficient securities to cover the cost of any outstanding works. Should there be insufficient security to cover the cost of the remaining works, the Owner shall arrange for the deposit of additional securities in the amount sufficient to cover the cost of all outstanding works.
- f) The Owner shall provide confirmation that all Transfers of Obligations have been completed where Regional Agreements require a responsibility to change from the Owner to the Condominium Corporation.

Utilities

- 15. Prior to final approval, the Owner acknowledges and agrees to satisfy the requirements of the various utility companies including Alectra Utilities Corporation, Enbridge Gas Inc., Bell Canada, Hydro One and Rogers Communications. The Owner further agrees to convey any easement(s) as deemed necessary by utility corporations at no cost to the utility corporation. The Owner agrees that should any conflict arise with existing utility facilities or easement(s) within the subject area, the Owner shall be responsible for the relocation of any such facilities or easement(s) at their own cost.

Clearances

- 16. The City of Vaughan Development Planning Department shall advise that Conditions 1 to 8 have been satisfied
- 17. Canada Post shall advise the Development Planning Department in writing when Conditions 9 to 13 have been satisfied
- 18. The Region of York shall advise the Development Planning Department in writing when Condition 14 has been satisfied
- 19. The Utility Corporations shall advise the Development Planning Department in writing when Condition 15 has been satisfied