

ATTACHMENT NO. 1

CONDITIONS OF DRAFT APPROVAL

**DRAFT PLAN OF CONDOMINIUM (STANDARD) FILE 19CDM-21V001 AND DRAFT
PLAN OF CONDOMINIUM (STANDARD) FILE 19CDM-21V002 (“THE PLANS”)
VMC EAST BLOCK RESIDENCES GP INC. AS A GENERAL PARTNER AND ON
BEHALF OF VMC EAST BLOCK RESIDENCES LIMITED PARTNERSHIP (“THE
OWNER”)**

**1000 PORTAGE PARKWAY AND 7890 JANE STREET
PART OF LOTS 6 AND 7, CONCESSION 5
CITY OF VAUGHAN (“THE 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-21V001 AND PLAN OF CONDOMINIUM
(STANDARD) FILE 19CDM-21V002, ARE AS FOLLOWS:**

City of Vaughan Conditions

1. The Plans shall relate to a Draft Plan of Condominium, prepared by J.D Barnes Limited, drawing File No. 19-22-760-00N dated January 21, 2021 and File No. 19-22-760-00E dated January 21, 2022.
2. Prior to the execution of the Condominium Agreement, the Owner shall submit a pre-registered Plan of Condominium to the Planning and Growth Management Portfolio, VMC Program.
3. 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 that may be outstanding as part of Site Development File DA.18.074.
4. The following provision(s) shall be included in the Condominium Agreement:
 - a) The Condominium Corporation shall be responsible to regularly clean and maintain all driveway catch basins;
 - b) Private garbage and recycling collection, snow removal and clearing shall be the responsibility of the Condominium Corporation;
 - c) The Owner and/or Condominium Corporation shall supply, install, and maintain mail equipment to the satisfaction of Canada Post;
 - d) 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 will be eligible for municipal waste collection services. Should the Condominium Corporation be deemed ineligible by Vaughan or choose not to enter into an agreement with Vaughan for municipal collection services, all waste collection services shall be privately administered and shall be the responsibility of the Condominium Corporation;

- e) Should archeological resources be found on the Lands during construction activities, the Owner must immediately cease all construction activities and notify the Ontario Ministry of Tourism, Culture and Sport and the Vaughan Development Planning Department, Urban Design and Cultural Heritage Division. If human remains are encountered during construction activities, the Owner must immediately cease all construction activities. The Owner shall contact the York Region Police Department, the Regional Coroner and the Registrar of the Cemeteries and Crematoriums Regulation Unit of the Ministry of Government and Consumer Services for the purposes of determining whether any future investigation is warranted and complete any such investigation prior to the resumption of construction activities.
- f) Prior to the registration of the Draft Plan of Condominium, the Owner shall:
 - i) 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 Vaughan's satisfaction.
 - ii) 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.
 - iii) The Condominium Corporation agrees that post-development flow rates discharged to Vaughan's storm sewer system 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.
 - iv) The Condominium Corporation's right to Private Ground Water Discharge from its Land into Vaughan's storm 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.

- v) The Owner agrees that in the event the Condominium Corporation fails to comply with any of the terms and conditions set out above, Vaughan may immediately suspend, terminate or revoke at Vaughan's sole discretion, any discharge privileges granted under this Agreement and the Discharge Approval.
- g) The following warning clauses must be included in all condominium declarations, Condominium Agreements, including but not limited to the following:
- i) "Purchasers/tenants are advised that sound levels due to increasing road traffic may be audible and may occasionally interfere with some activities of the dwelling occupants."
 - ii) "This dwelling unit has been supplied with a central air conditioning system which will allow windows closed and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City and Ministry of Environment, Conservation and Parks."
 - iii) "Purchasers/tenants are advised that this development is in proximity to various commercial developments including the York Region Rapid Transit Bus Terminal, and that sound levels may at times be audible."
 - iv) "Purchasers/tenants shall be advised that a large-scale digital installation (public art) has been installed on the adjacent site to the west, which may provide increased illumination to some units during its operating hours. Purchasers and/or tenants are advised that the artwork will be operational 12 months a year and 5 days a week during a period from dusk to midnight and will be switched off during daylight hours or during such other times as may be mutually agreed to between the Owner and the City of Vaughan. The operating hours are subject to change and adjustment with City of Vaughan approval."
 - v) "Purchasers are advised that sound levels due to increasing rail traffic may be audible and may occasionally interfere with some activities of the dwelling occupants."
5. The Condominium Agreement shall be registered on title against the lands to which it applies, at the cost of the Owner.
6. Prior to final approval, the Owner shall submit an "as-built" survey to the satisfaction of the Building Standards Department.

7. Prior to final approval, the Owner and their Solicitor and Land Surveyor shall confirm that all required easements and rights-of-way for utilities (Alectra Corporation Utilities, Rogers, Bell, Enbridge Gas Inc.), drainage and construction purposes have been granted to the appropriate authorities.
8. Prior to final approval, the Owner shall convey to the City free of costs and encumbrances that are registered on-title, a permanent public access easement over the privately-owned public space, including the two corner plazas, community pavilion and central courtyard. The Owner shall indemnify and save harmless the City and/or their employees from all actions, causes of actions, suits and claims, and demands whatsoever which may arise directly or indirectly by reason of the privately-owned public space or service, to the satisfaction of the City.
9. Prior to final approval, the Owner shall submit in writing to the City a copy of the Draft Reciprocal Easement and Operations Easement Agreements (“REOA”) to be reviewed to the satisfaction of the VMC Program. Immediately following Condominium Registration, the Owner shall enter into Reciprocal Easement and Operations Agreements (“REOA”) with the future Condominium Corporations for Buildings B1 and B3 for parking, access, operations, and maintenance of the underground parking structure, which shall include provisions to ensure that a minimum of 221 visitor parking spaces (0.15 spaces per unit) shall be permitted and made available at all times within the on-site commercial parking facility and may be utilized as shared off-site residential, commercial and paid parking spaces for Buildings B1, B2 and B3 in perpetuity within the development block to satisfy the minimum zoning requirements. The agreement(s) shall be registered on-title, to the satisfaction of the City.
10. Prior to final approval, the Owner shall confirm that Bent Tree Drive along the south development frontage is to be fully constructed and operational to the satisfaction of the VMC Program.
11. Prior to final approval, the Owner shall provide certificate by a noise consultant that the noise attenuation measures identified in the approved environmental noise report have been included in the building plans. The Owner’s noise consultant shall certify that the noise attenuation measures identified in the approved environmental noise report have been incorporated into the building, to the satisfaction of the VMC Program, Development Engineering staff.
12. Prior to final approval, the Owner shall confirm to the Planning and Growth Management Portfolio, VMC Program that they have paid all taxes levied, all additional municipal levies, if applicable, development charges and all financial requirements of this development as may be required by the Financial Planning and Development Finance Department. The Owner also certifies acknowledgement of responsibility for the payment of all taxes levied to date, both interim and final, and all taxes levied upon the land after execution of this

Agreement, if required, until each unit covered under this Condominium Agreement is separately assessed.

York Region Conditions:

13. Prior to final approval, the Owner shall provide confirmation that all of the conditions of Site Plan Approval issued for the subject property under Regional File No. SP.18.V.0263, have been satisfied.
14. Prior to final approval, 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 under Regional File No.SP.18.V.0263.
15. 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.
16. Prior to final approval, the Owner shall provide confirmation that all Transfers of Obligations have been completed where Regional Agreements require responsibility to change from the Owner to the Condominium Corporation.
17. Prior to final approval, the Region shall be in receipt of a fully executed Maintenance Agreement between the City and the Region with respect to the unit pavers on the proposed east-west street within the Regional road right-of-way.
18. The Owner shall include in all Agreements of Purchase and Sale and/or Lease, Condominium Agreement, Condominium Declaration the following warning clauses:
 - a. “Despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building’s occupants.”
 - b. “The purchaser and/or lessee specifically acknowledges and agrees that the proximity of the development to the VMC Transit Terminal operations and its construction may result in transmission of noise, vibration, electromagnetic interference, lighting glare, stray current, smoke, and particulate matter (collectively referred to as “interferences”) on and/or to the Development and despite the inclusion on control features within the Development, Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the occupants of the Development. Notwithstanding the above, the purchaser or lessee agrees to release and save harmless the Regional Municipality of York from all

claims, losses, judgments or actions arising or resulting from any and all Interferences. The purchaser or lessee further acknowledges and agrees that an Interference clause similar to the one contained herein shall be inserted into any succeeding lease, sublease or sales agreement, and that this requirement shall be binding not only on the parties hereto but also their respective successors and assigns and shall not die, or be null and void, with the closing of the transaction.”

Bell Canada Conditions:

19. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
20. The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

Canada Post Conditions:

21. Prior to final approval, the Owner shall satisfy the following conditions of Canada Post:
 - a. The Owner/Developer will provide the building with its own centralized mail receiving facility. This lock-box assembly must be rear-loaded, adjacent to the main entrance and maintained by the Owner/Developer in order for Canada Post to provide mail service to the tenants/residents of this project. For any building where there are more than 100 units, a secure rear-fed mailroom must be provided;
 - b. The Owner/Developer agrees to provide Canada Post with access to any locked doors between the street and the lock-boxes via the Canada Post Crown lock and key system. This encompasses if applicable, the installation of a Canada Post lock in the building’s lobby intercom and the purchase of a deadbolt for the mail room that is a model which can be retro-fitted with a Canada Post deadbolt cylinder;
22. The City of Vaughan Planning and Growth Management Portfolio, VMC Program shall advise that Conditions 1 to 15 have been satisfied.
23. York Region Community Planning and Development Services shall advise that Conditions 16 to 21 have been satisfied.
24. Bell Canada shall advise the Vaughan Planning and Growth Management Portfolio, VMC Program that Conditions 22 and 23 have been satisfied.

25. Canada Post shall advise the Vaughan Planning and Growth Management Portfolio, VMC Program, that Condition 24 has been satisfied.