

ATTACHMENT NO. 1

CONDITIONS OF DRAFT APPROVAL

**DRAFT PLAN OF CONDOMINIUM (STANDARD) FILE 19CDM-21V008 AND DRAFT
PLAN OF CONDOMINIUM (STANDARD) FILE 19CDM-22V001 (“THE PLANS”)
MOBILIO DEVELOPMENTS LIMITED. (“THE OWNER”)
10 HONEYCRISP CRESCENT AND 38 HONEYCRISP CRESCENT
PLAN 65M-4718
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-21V008 AND PLAN OF CONDOMINIUM (STANDARD) FILE 19CDM-22V001, ARE AS FOLLOWS:

City of Vaughan Conditions

1. The Plans shall relate to a Draft Plan of Condominium, prepared by R. Avis Surveying Inc., drawing File No. 3263-ODP1 dated September 6, 2022 and File No. 3263-1DP1 dated September 6, 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.18.056.
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) The Owner shall install and maintain paved construction access along the private roadway (Honeycrisp Crescent). All private roadways and walkaways shall be maintained in a safe and useable condition by the Owner, which shall be unobstructed, clean and free from disturbance by site development operations during the construction of services and buildings within the buildout of Phase 1.
- f) The Owner shall include in the respective Condominium Declarations, the provision for reciprocal easements to be created upon the registration of the Declaration to allow for unrestricted access over the private roadway (Honeycrisp Crescent), generally described as Parts 7, 8 and 11 on Plan of Survey Drawing no: 3263-0DP1 dated September 6, 2022 from R. Avis Surveying Inc.
- g) 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.
- g) 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.
- h) 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 despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may on occasion interfere with some activities of the dwelling occupants as the sound levels may exceed the sound level limits of the City and Ministry of Environment, Conservation and Parks."
 - 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 nearby commercial/office/retail facilities, sound levels from these facilities may at times be audible."
 - iv) "Purchasers/tenants are advised that due to the proximity of the nearby IKEA store and warehouse, sound levels from these facilities may at times be audible."

- v) “Purchasers and/or tenants are advised that solid waste management collection services will be privately administered by the Owner.”
- vi) “Purchasers and/or tenants are advised that the parkland may not be fully developed at the time of occupancy. The timing of development, phasing, and programming of parkland is at the discretion of the City.”
- vii) “The Purchaser and/or Lessee specifically acknowledges and agrees that the proximity of the development of the lands municipally known as 10 and 38 Honeycrisp Crescent (formerly 250 Interchange Way) (the “Development”) to TTC operations, presently in existence or subsequently constructed or re-constructed, may result in transmissions of noise, vibration, electromagnetic interference, stray current, smoke, particulate matter or other interferences (collectively referred to as “Interferences”) on or to the Development and despite the inclusion of control features within the Development, Interferences from transit operations or construction activity may continue to be of concern, occasionally interfering with some activities of the occupants in the Development. Notwithstanding the above, the Purchaser and/or Lessee agrees to release and save harmless the City of Toronto, the Toronto Transit Commission, together with their Commissioners, officers, employees, successors and assigns, from all claims, losses, judgements or actions arising or resulting from any all Interferences. Furthermore, the Purchase and/or Lessee acknowledges and agrees that an Interferences clause substantially 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 parties hereto but also their respective successors and assigns and shall not ide with the closing of the transaction.”
- viii) “Purchasers, unit owners, and occupants acknowledge and agree that the proximity of the development to TTC infrastructure, presently in existence or subsequently constructed or re-constructed, may result in the transmissions of noise, vibration, electromagnetic interference, stray current, smoke and particulate matter (collectively referred to as “Interferences”) to the development.
- ix) “Purchasers, unit owners, and occupants are advised that TTC had informed of the need to apply reasonable attenuation/mitigation measures during construction of the development with respect to the level of the Interferences on and in the development.”

- x) "Purchasers, unit owners, and occupants are advised that despite the inclusion of control features within the development, Interferences due to transit operations or construction activity may continue to be of concern, occasionally interfering with the activities of unit owners and/or occupants."
 - xi) "Purchasers, unit owners, and occupants are advised that the City and/or the TTC assume no responsibility for the effects of any of the Interferences on the development and/or its occupants."
 - xii) "Provisions found under sections A (1) above shall not be modified or deleted from the Declaration."
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. The Owner shall submit all final plans, including fully-dimensioned plans and site-statistics, confirming compliance with all By-law 1-88 requirements, to the satisfaction of the VMC Program and the Zoning Division, Building Standards Department. Should any relief from Zoning By-law 1-88 be required, the Owner shall successfully obtain approval of a Minor Variance application for the required site-specific exceptions to Zoning By-law 1-88, from the Vaughan Committee of Adjustment. The Committees decisions regarding the Minor Variance shall be final and binding, and the Owner shall satisfy any conditions of approval imposed by the Committee.
 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 the execution of the Condominium Agreement, the Owner shall provide a deposited R-Plan identifying the private roadway (Honeycrisp Crescent), and the pedestrian mews (Apple Blossom Way), generally described as Parts 7, 8, 9 and 11 on Plan of Survey Drawing no: 3263-0DP1 dated September 6, 2022 from R. Avis Surveying Inc., to the satisfaction of the City.
 9. Prior to final approval, the Owner shall include in the Condominium Declarations, the provision for reciprocal easements be created to allow for unrestricted access over the private roadway (Honeycrisp Crescent), generally described as Parts 7, 8 and 11 on Plan of Survey Drawing no: 3263-0DP1 dated September 6, 2022 from R. Avis Surveying Inc.
 10. Prior to final approval, the Owner/Condominium Corporation shall include in the respective Condominium Declarations, a provision/declaration that each

condominium corporation created within Block 1 on Plan 65M-4718 will have a proportionate title ownership of all unitized portions of the private roadway, which will be governed by a cost sharing agreement the Master Project Reciprocal Easement Agreement (“MPREA”) and Highrise Reciprocal Easement Agreement (“HREA”).

11. Prior to final approval, the Owner shall submit in writing to the City, to be reviewed to the satisfaction of the VMC Program, a copy of the Draft Reciprocal Easement and Operation Agreements (“REOA”) which include the Master Project Reciprocal Easement Agreement (“MPREA”) and Highrise Reciprocal Easement Agreement (“HREA”), and which addresses parking, driveway access, operations and maintenance of the underground parking structure and all shared facilities including indoor and outdoor community amenity areas and walkways, private roads, ramps and garbage and delivery and loading docks. Immediately following Condominium Registration(s), the Owner shall enter into the REOA, MPREA and HREA with the future Condominium Corporations for Buildings 1 and 2 and shall register the agreements on-title to the satisfaction of the City.
12. 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 private road Honeycrisp Crescent and a permanent public access easement over the pedestrian mews Apple Blossom Way, all as shown on Attachment 3, to the satisfaction of the City.
13. 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.
14. 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:

15. 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.0223, have been satisfied.

Bell Canada Conditions:

16. 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.
17. 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:

18. 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.
19. The City of Vaughan Planning and Growth Management Portfolio, VMC Program shall advise that Conditions 1 to 12 have been satisfied.
20. York Region Community Planning and Development Services shall advise that Condition 13 has been satisfied.
21. Bell Canada shall advise the Vaughan Planning and Growth Management Portfolio, VMC Program that Conditions 14 and 15 have been satisfied.
22. Canada Post shall advise the Vaughan Planning and Growth Management Portfolio, VMC Program, that Condition 16 has been satisfied.