

ATTACHMENT NO. 1

CONDITIONS OF DRAFT APPROVAL

**DRAFT PLAN OF CONDOMINIUM (COMMON ELEMENT)
FILE 19CDM-22V007 ('PLAN')
LAURIER HARBOUR (KEELE) INC. INC. ('OWNER')
BLOCK 1, PLAN 65M-4673, 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 (COMMON ELEMENT) FILE 19CDM-22V007, ARE AS FOLLOWS:

City of Vaughan

1. The Plan shall relate to a Draft Plan of Condominium, prepared by Schaeffer Dzaldov Bennett Ltd., drawing File No. 19-123-05, dated April 8, 2022.
2. Prior to the execution of the Condominium Agreement, the Owner shall submit a pre-registered Plan of Condominium to the Development Planning Department.
3. The Owner shall enter into a Condominium Agreement with the City and shall agree to satisfy any outstanding conditions that the City may consider necessary as part of related Site Development File DA.16.116.
4. The Condominium Agreement shall be registered on title against the lands to which it applies, at the cost of the Owner.
5. Prior to final approval of the Plan, the Owner shall submit an "as-built" survey to the satisfaction of the Building Standards Department.
6. Prior to final approval of the Plan, the Owner, their Solicitor and Land Surveyor shall confirm that all required easements and rights-of-way for utilities, drainage and construction purposes have been granted to the appropriate authorities.
7. Prior to final approval of the Plan, the Owner shall confirm to the Development Planning Department 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 to the satisfaction of the Financial Planning and Development Finance Department. The Owner also certifies acknowledgement or responsibility for the payment of all taxes levied to date, both interim and final, and all taxes levied upon the land after execution of the Condominium Agreement, if required, until each unit covered under the Condominium Agreement is separately assessed.

8. The following provisions shall be included in the Condominium Agreement to the satisfaction of the City:

- a) The Owner and/or the Condominium Corporation shall be responsible to regularly clean and maintain all catch basins, area drains and sewers within the lands.
- b) The Owner and/or Condominium Corporation shall be responsible for snow removal and clearing and the Condominium Corporation shall not store or deposit snow from the lands/development onto adjacent property.
- c) Private waste collection shall be the responsibility of the Condominium Corporation.
- d) Upon a successfully completed application, a site inspection, and the executed agreement 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.
- e) The Owner and/or Condominium Corporation shall supply, install, and maintain mail equipment to the satisfaction of Canada Post.
- f) The Owner shall include the following warning clauses in the Condominium Declaration and in all Agreements of Purchase and Sale and/or Lease, advising:
 - i) "This development will function as a common element condominium and all details and associated costs shall be presented in the sales office, and through marketing material etc."
 - ii) "The *Telecommunications Act* and Canadian Radio television and Telecommunications Commissions ('CRTC') authorize telephone and telecommunication facilities and services to be provided by telecommunication carriers other than traditional carriers for such services and that purchasers and tenants are advised to satisfy themselves that such carriers servicing the lands provide sufficient service and facilities to meet their needs"
 - iii) "Mail delivery will be from a designated community mailbox as per the requirements of Canada Post. The location of the mailbox shall

be shown on the community plan provided by the Owner in its sales office.”

- iv) “The Owner contributed towards recycling and green bin containers for each residential unit as a requirement of the development agreement. The City of Vaughan has taken this contribution from the Owner to off-set the cost for the recycling and green bin containers, therefore, direct cash deposits from the Purchasers to the Owner for recycling and green bin containers is not a requirement of the City of Vaughan. The intent of this initiative is to encourage the Purchasers to participate in the City of Vaughan’s waste diversion programs and obtain their recycling and green bin containers from the Joint Operation Centre (JOC), 2800 Rutherford Road, Vaughan, Ontario L4K 2N9, (905) 832-8562, the JOC is located on the north side of Rutherford Road, just west of Melville Avenue.”
- v) “The parkland serving the community 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 of Vaughan.”
- g) The Owner shall include the following warning clauses in the Condominium Declaration and in all Agreements of Purchase and Sale and/or Lease for all Units within Blocks that may abut a public highway, laneway, walkway, park, open space, or similar public space:
 - i) “Purchasers and/or tenants are advised that fencing along the lot lines of Lots and Blocks abutting public lands is a requirement of this Site Plan Agreement and that all required fencing, noise attenuation feature and barriers shall be constructed with all fencing materials, including foundations, completely on private lands and totally clear of any 0.3 metre reserve, as shown on the Construction Drawings.

The City has taken a Letter of Credit from the Owner (Laurier Harbour (Keele) Inc.) for the security to ensure all fencing including, but not limited to privacy fencing, chain link fencing and acoustic fencing, are constructed to the satisfaction of the City.

The maintenance of the noise attenuation feature or fencing shall not be the responsibility of the City. The maintenance of the noise

attenuation feature or fencing shall be the sole responsibility of the lot Owner.”

- h) The following warning clause shall be included in the Condominium Declaration and in all Offers of Purchase and Sale or Lease for all lots/dwelling units abutting the Park being on Parts 12 to 17, Inclusive, being units that abut the City’s Frank Robson Park:

“Purchasers and/or tenants are advised that the lot abuts a neighbourhood park, and that lighting and noise should be expected from the use of the park for recreation purposes. A 2.5 m high acoustic fence is constructed on the lots abutting the park block boundary with all fencing material, including foundations, wholly located on the lot to delineate the boundary of the park, and to screen the yard amenity area on the lot. This fence is required as the lot abuts a City of Vaughan Park with an active recreational facility (baseball)”.

- i) The following warning clause shall be included in the Condominium Declaration and in all Offers of Purchase and Sale or Lease for all units:

“Purchasers and/or tenants are advised that despite the inclusion of noise control features within both the development area and the individual building units, noise levels, including from construction activities, may be of concern and occasionally interfere with some activities of the dwelling occupants.”

- j) The following warning clause shall be included in the Condominium Declaration and in all Offers of Purchase and Sale or Lease for units:

“Purchasers and/or tenants are advised that, despite the inclusion of noise control features within the development area, road noise will continue to increase occasionally interfering with some activities of the dwelling occupants. This dwelling has, therefore, been equipped with forced air heating and ducting, etc. sized to accommodate the future installation of air conditioning by the purchaser and/or tenant. The location of the air conditioning unit on the lot shall comply with the provisions of City of Vaughan By-Law 1-88.”

- k) The following warning clause shall be included in the Condominium Declaration all Offers of Purchase and Sale or Lease all units on Parts 1 to

5 inclusive and Parts 12 to 17 Inclusive, being units that abut the adjacent property at 9600 Keele Street and abut the City's Frank Robson Park at 9470 Keele Street, respectively:

"Purchasers and/or tenants are advised that the lot abuts a neighbourhood park/trail system and park noise and/or lighting may be of concern due to the nature of the park/trail system for active recreation and the park/trail system may be subject to future development resulting in additional/revised and/or renewed recreational opportunities that may result in lighting and/or noise."

"Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to the Frank Robson Park and/or adjacent lands are prohibited."

- l) The Owner shall identify the retaining walls and servicing infrastructure, visitor parking area considered to be common elements and/or for the exclusive use of the Condominium Corporation on the related future Draft Plan of Condominium, and in the future Condominium Agreement and within the Condominium Declaration, prior to the registration of the final Plan of Condominium, to the satisfaction of Vaughan.
- 9. Prior to final approval of the Plan, the Owner shall confirm to the Development Planning Department that Canada Post Mailboxes and the visitor parking spaces have been located in accordance with the approvals granted through the Site Plan Agreement Registered on Title on April 1, 2021.

York Region Condition

- 10. Prior to final approval, the Owner shall provide confirmation that all the conditions of the Site Plan approval issued for the subject property on December 16, 2022, under Regional File No. SP.17.V.0191, have been satisfied.
- 11. 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 issued on December 16, 2020, under Regional File No. SP.17.0191.
- 12. Prior to final approval, the Owner shall confirm that all of the 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.

13. Prior to final approval, 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.
14. The Owner shall include the following clause in all Agreements of Purchase and Sale and/or Lease, Condominium Agreement, Condominium Declaration:

“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.”

Utilities

15. Prior to final approval of the Plan, the Owner shall confirm that all required easements and rights-of-way for each utility have been granted to the appropriate authority. 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 the existing utility facilities or easement(s) within the subject area, the Owner shall be responsible for the relocation of such facilities or easements at their own cost.

Clearances

16. Development Planning Department shall advise that Conditions 1 to 9 have been satisfied.
17. York Region Community Planning and Development Services shall advise that Conditions 10 to 13 have been satisfied.