

**ATTACHMENT NO. 1**

**CONDITIONS OF DRAFT PLAN OF CONDOMINIUM APPROVAL**

**DRAFT PLAN OF CONDOMINIUM FILE 19CDM-22V009 (STANDARD)  
DANIELS BAIF THORNHILL INC. (OWNER)  
BEING PART OF BLOCK 1, 65M-2700, 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-22V009, ARE AS FOLLOWS:**

City of Vaughan

1. The Plan shall relate to a Draft Plan of Condominium, prepared by Krcmar, Job No. 05-084, Drawing Name 05-084DC02 dated September 20, 2022.
2. Prior to the execution of the Condominium Agreement, the Owner shall submit a pre-registered Plan of Condominium to the Vaughan Development Planning Department.
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.
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, the Owner shall confirm 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 acknowledgment for 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 is separately assessed.
8. Prior to final approval of the Plan the Owner shall register reciprocal easements on title between the Owners (Condominium Corporations) associated with Draft Plan of Condominium Files 19CDM-22V008 and 19CDM-22V008, Phases 1 and 2 of the Subject Lands associated with DA.19.011. The reciprocal easements will ensure

vehicular/pedestrian access, visitor parking, shared access, underground parking and municipal servicing (sewers, watermain etc.) between both Owners, and allow for access, maintenance, emergency egress etc. in favour of the retail component. All easements shall be described on Schedule A of the Condominium Declaration. The Owner shall submit to the City satisfactory evidence that the appropriate easements have been included in the condominium declarations.

9. The following provisions shall be included in the Condominium Agreement to the satisfaction of the City:
  - a) The Condominium Corporation shall be responsible to regularly clean and maintain all driveway catch basins.
  - b) The Condominium Corporation shall be responsible for snow removal and clearing the Condominium Corporation shall not store or deposit snow from the lands/development onto City of Vaughan owned property.
  - c) The Condominium Corporation shall be responsible for private waste collection services.
  - d) The Owner and/or Condominium Corporation shall supply, install and maintain mail equipment to the satisfaction of Canada Post.
10. The Owner and/or its successors shall agree to carry out, or cause to carry out, the warning clauses set out in this memorandum to the satisfaction of the City. Prior to the transfer of any unit with the Plan, the Owner and/or its successors shall submit to the City satisfactory evidence that the appropriate warning clauses required by this agreement have been included in the offer of Purchase and Sale or Lease for such unit.
11. The Condominium Agreement, Condominium Declaration and in all Agreements of Purchase and Sale and/or Lease shall include the following warning clauses:
  - i) "Purchases/tenants are advised that despite the inclusion of noise control features in the development and within the individual dwelling units, sound levels from increasing road traffic and adjacent employment/industrial uses may on occasion interfere with some activities of the dwelling occupants as the sound level may exceed the Ministry of Environment and Climate Changes' environmental noise guidelines NPC 300"
12. Prior to occupancy of any dwelling unit, the Owner shall submit to the City satisfactory evidence that the appropriate warning clauses have been included in the Offer of Purchase and Sale, lease/rental agreements and condominium declarations.

13. Prior to final approval of the plan, the Owner must contact Enbridge Gas Inc.'s Customer Connection department by emailing [SalesArea30@Enbridge.com](mailto:SalesArea30@Enbridge.com) to determine gas availability, service and meter installation details and to ensure all gas piping is installed prior to the commencement of site landscaping (including, but not limited to: tree planting, silva cells, and/or soil trenches) and/or asphalt paving.

If the gas main needs to be relocated as a result of changes in the alignment or grade of the future road allowances or for temporary gas pipe installations pertaining to phased construction, all costs are the responsibility of the applicant.

In the event that easement(s) are required to service this development, and any future adjacent developments, the applicant will provide the easement(s) to Enbridge Gas Inc. at no cost.

#### Canada Post

14. In order to provide mail service to the 2 mix-use residential towers totaling 519 residential units with commercial unit(s) on the ground floor, Canada Post requests that the owner/developer comply with the following conditions:

- 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; and,
- 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 mailroom door that is a model which can be retro-fitted with a Canada Post deadbolt cylinder.

#### Utilities

15. Prior to final approval of the Plan, the Owner shall confirm that all required easements and rights-of-ways 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. The City (Vaughan Development Planning Department) shall advise in writing that Conditions 1 to 12 have been satisfied.
17. Enbridge Gas shall advise in writing that Condition 13 has been satisfied.
18. Canada Post shall advise in writing that Condition 14 has been satisfied.
19. Alectra Utilities Corporation, Bell Canada and Rogers Communications Inc. shall advise the Development Planning Department in writing that Condition 15 has been satisfied.
20. York Region shall advise in writing that the Conditions outlined in Attachment 1b) have been satisfied.