

ATTACHMENT 1

CONDITIONS OF DRAFT APPROVAL

**DRAFT PLAN OF CONDOMINIUM (COMMON ELEMENTS) FILE 19CDM-22VO6
(THE 'PLAN')
PINE VALLEY KLEINBURG HOMES LTD. (THE 'OWNER')
PART OF LOT 15, CONCESSION 9 (THE 'LANDS')
CITY OF VAUGHAN (THE 'CITY')**

THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN (THE 'CITY') THAT SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF PLAN OF CONDOMINIUM (COMMON ELEMENTS) FILE 19CDM-22VO6, ARE AS FOLLOWS:

City of Vaughan Conditions

1. The Plan shall relate to a Draft Plan of Condominium (Common Elements), prepared by R-PE Surveying Ltd., Ontario Land Surveyors, Drawing Job No. 20-233, dated May 6, 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 conditions with respect to such matters as landscaping and site development, and any other matters that the City may consider necessary that may be outstanding as part of Plan of Subdivision File 19T-17V011 and Site Development File DA.18.070.
4. The Condominium Agreement shall be registered on title against the Lands to which it applies at the cost of the Owner.
5. 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) garbage and recycling collection as approved by the Environmental Services Department will be privately administered and shall be the responsibility of the Condominium Corporation;
 - c) snow ploughing/removal will be privately administered and shall be the responsibility of the Condominium Corporation; and
 - d) the Owner and/or Condominium Corporation shall supply, install and maintain a centralized mailbox facility to the satisfaction of Canada Post.

6. Prior to final approval of the Plan, the Owner shall obtain approval of a Minor Variance from the Committee of Adjustment and the decision shall be final and binding.
7. Prior to final approval of the Plan, the Owner shall submit an "as-built" survey to the satisfaction of the Building Standards Department.
8. Prior to final approval of the Plan, the Owner shall have addressed any outstanding conditions as site layout for sidewalks and crosswalks related to Site Development File DA.18.070 to the satisfaction of the Development Planning Department.
9. Prior to final approval of the Plan, the Owner shall have addressed any outstanding conditions related to Plan of Subdivision File 19-17V011 and Site Development File DA.18.070 to the satisfaction of the Development Engineering Department.
10. Prior to final approval of the Plan, the Owner and 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.
11. 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.
12. 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 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 Lands after execution of this Condominium Agreement, if required, until each unit covered under this Condominium Agreement is separately assessed.

13. 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 residential units within the entire 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 residential unit.
14. The Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale and/or Lease shall include the following warning clauses:
 - a) "Purchasers and/or tenants are advised that fencing along the lot lines of Lots and Blocks abutting public lands is a requirement of the Subdivision Agreement for Plan 19T-17V011 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 for the Subdivision Agreement for Plan 19T-17V011."
 - b) "Purchasers and/or tenants are advised that the maintenance of the noise attenuation feature or any fencing along the lot lines of Lots and Blocks abutting public lands shall not be the responsibility of the City, or the Region and shall be maintained by the Owner until assumption of the services of the Plan. Thereafter, the maintenance of the noise attenuation feature or any fencing shall be the sole responsibility of the lot owner. Landscaping provided on Regional Road rights-of-way by the Owner or the City for aesthetic purposes shall be approved by the Region and maintained by the City with the exception of the usual grass maintenance, which shall be of the lot owner."
 - c) "Purchasers and/or tenants are advised that access and egress to the Lands is impacted for emergency services in a flood event. As there is no other means of access to and egress from the Lands except on Simmons Street at Rutherford Road, the Lands will be isolated in a flood event."
15. The Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale and/or Lease shall include the following warning clauses for all dwelling units in within 300 metres of the Canadian Pacific Railway ('CPR') rights-of-way for the lands identified on Schedule "A" being Blocks 11 and 18 of Site Development Agreement for Site Development File DA.28.070:
 - a) "Purchasers and/or tenants are advised that where Canadian Pacific Railway ('CPR') Company or its assigns or successors in interest has or have a right-of-way within 300 metres from the land the subject hereof. There may be alternations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its operations, which expansion may

affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). CPR will not be responsible for any complaints or claims arising from use of such facilities and/or operations or on, over or under the aforesaid rights-of- way.”

York Region Conditions

16. Prior to final approval of the Plan, the Owner shall provide confirmation that all conditions of site plan approval and all the necessary permits required as part of site plan approval issued on October 6, 2021, for the Lands under Regional File No. SP.18.V-0272 have been satisfied.
17. Prior to final approval of the Plan, 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 the remaining 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 an amount sufficient to cover the cost of all outstanding works.
18. Prior to final approval of the Plan, the Owner shall provide confirmation that all transfers of obligation have been completed where Regional Agreements require responsibility to change from the Owner to the Condominium Corporation.

Canada Post Condition

19. The Owner and/or Condominium Corporation shall install and maintain a centralized mailbox facility to the satisfaction of Canada Post.

Utilities

20. The Owner is required to confirm that all required easements and rights-of-way for each utility being Alectra Utilities, Bell Canada, Enbridge Gas, Hydro One and Rogers Communications have been granted to the appropriate authority.

Clearances

21. The City of Vaughan Development Planning Department shall advise in writing that Conditions 1 to 15 have been satisfied.
22. York Region shall advise the Development Planning Department in writing that Conditions 16 to 18 have been satisfied.
23. Canada Post shall advise the Development Planning Department in writing that Condition 19 has been satisfied.

24. Alectra Utilities Corporation shall advise the Vaughan Development Planning Department in writing that Condition 20 has been satisfied.
25. Bell Canada shall advise the Vaughan Development Planning Department in writing that Condition 20 has been satisfied.
26. Enbridge Gas shall advise the Vaughan Development Planning Department in writing that Condition 20 has been satisfied.
27. Hydro One shall advise the Vaughan Development Planning Department in writing that Condition 20 has been satisfied.
28. Rogers Communications shall advise the Vaughan Development Planning Department in writing that Condition 20 has been satisfied.