

ATTACHMENT NO. 1

CONDITIONS OF DRAFT APPROVAL

**DRAFT PLAN OF CONDOMINIUM (STANDARD) FILE 19CDM-23V001
MOBILIO RESIDENCES INC. (“THE OWNER”)
47, 51, 55, 59, 63, 67, 71, 75 AND 79 MABLE SMITH WAY,
11, 21, 31 AND 39 HONEYCRISP CRESCENT,
10 AND 30 ALMOND BLOSSOM MEWS
BLOCK 1 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-23V001, 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-ODP dated November 30, 2022, File No. 3263-2DP1, and File No. 3263-2DP3 dated December 7, 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) 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 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 47, 51, 55, 59, 63, 67, 71, 75 and 79 Mable Smith Way, 11, 21, 31 and 39 Honeycrisp Crescent, 10 and 30 Almond Blossom Mews (formerly 30 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 noted 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.
7. Prior to final approval, the Owner shall submit in writing to the City an updated 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") to be reviewed to the satisfaction of the VMC Program. Immediately following Condominium Registration, the Owner shall enter into the REOA, MPREA and HREA with the Condominium Corporations or future Condominium Corporations located on the Subject Lands identified in file DA.18.056 for parking, access, operations and maintenance of the underground parking structure and all shared facilities which include but are not limited to indoor and outdoor community amenity areas and walkways, private roads, ramps and garbage and delivery and loading docks. The agreement shall be registered on-title to the satisfaction of the City.
8. 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.
9. 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.
10. 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.

York Region Conditions:

11. 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.
12. The Owner shall include in all Agreements of Purchase and Sale and/or Lease, Condominium Agreement, Condominium Declaration the following clause:

“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.”

Bell Canada Conditions:

13. 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.
14. 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:

15. Prior to final approval, the Owner shall satisfy the following conditions of Canada Post:
 - a. The Owner/Developer will consult with Canada Post to determine suitable permanent locations for the placement of Community Mailboxes and to indicate these locations on appropriate servicing plans;
 - b. The Builder/Owner/Developer will confirm to Canada Post that the final secured permanent locations for the Community Mailboxes will not be in conflict with any other utility; including hydro transformers, bell pedestals, cable pedestals, flush to grade communication vaults, landscaping enhancements (tree planting) and bus pads;
 - c. The Owner/Developer will install concrete pads at each of the Community Mailbox locations as well as any required walkways across the boulevard and any required curb depressions for wheelchair access as per Canada Post's concrete pad specification drawings;
 - d. The Owner/Developer will agree to prepare and maintain an area of compacted gravel to Canada Post's specifications to serve as a temporary Community Mailbox location. This location will be in a safe area away from construction activity in order that Community Mailboxes may be installed to service addresses that have occupied prior to the pouring of the

permanent mailbox pads. This area will be required to be prepared a minimum of 30 days prior to the date of first occupancy;

- e. The Owner/Developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.

Clearances

16. The City of Vaughan Planning and Growth Management Portfolio, VMC Program shall advise that Conditions 1 to 10 have been satisfied.
17. York Region Community Planning and Development Services shall advise that Conditions 11 and 12 have been satisfied.
18. Bell Canada shall advise the Vaughan Planning and Growth Management Portfolio, VMC Program that Conditions 13 and 14 have been satisfied.
19. Canada Post shall advise the Vaughan Planning and Growth Management Portfolio, VMC Program, that Condition 15 has been satisfied.