

ATTACHMENT NO. 1

CONDITIONS OF DRAFT APPROVAL

**DRAFT PLAN OF CONDOMINIUM (STANDARD) FILE 19CDM-18V006 ('PLAN')
VMC RESIDENCES GP INC. AS A GENERAL PARTNER AND ON BEHALF OF VMC
RESIDENCES LIMITED PARTNERSHIP. ('OWNER')
PART OF LOT 6, CONCESSION 5, CITY OF VAUGHAN
THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN ('CITY') THAT
SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF PLAN
OF CONDOMINIUM (STANDARD) FILE 19CDM-18V006, ARE AS FOLLOWS:**

City of Vaughan

1. The Plan shall relate to a Draft Plan of Condominium (Standard), prepared by J.D. Barnes, Reference No. 17-22-605-00-DP, dated December 17, 2018.
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 landscape and site development, and any other matters that the City may consider necessary that may be outstanding as part of Site Development File DA.17.014.
4. 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) snow ploughing/removal and clearing will be privately administered and shall be the responsibility of the Condominium Corporation; and
 - c) 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 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 services, all waste collection services shall be privately administered and shall be the responsibility of the Condominium Corporation.
5. The Condominium Agreement shall be registered on title against the lands to which it applies, at the Owner's expense.

6. Prior to final approval of the Plan, the Owner shall submit an “as-built” survey to the satisfaction of the Building Standards Department.
7. 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.
8. 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 land after execution of this agreement, if required, until each unit covered under this Condominium Agreement is separately assessed.

York Region

9. Prior to final approval, the Owner shall execute all Regional Agreements, including a Site Plan Agreement, and obtain all the necessary permits required as part of the Site Plan Approval for the Subject Lands under Regional File No. SP-V-021-17.
10. Prior to final approval, the Owner shall provide confirmation that all the conditions of Site Plan Agreement are executed for the Subject Lands under Regional File No. SP-V-021-17, have been satisfied.
11. Prior to final approval, the Owner shall confirm that all the works adjacent to the Smart Centres Place Bus Terminal have been completed, to the satisfaction of York Region or that York Region holds sufficient securities to cover the cost of any outstanding works. Should there be an 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.
12. Prior to final approval, 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.
13. The Owner shall include in all Agreements of Purchase and Sale and/or Lease, Condominium Agreement, Condominium Declaration the following warning clause respecting interferences:

“The purchaser and/or lessee specifically acknowledges and agrees that the proximity of the development to the VMC Transit Terminal operations and its construction may result in transmission of noise, vibration, electromagnetic interference, lighting glare, stray current, smoke, and particulate matter (collectively referred to as “Interferences”) on and/or to the Development and despite the inclusion on control features within the Development, Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the occupants of the Development. Notwithstanding the above, the purchaser or lessee agrees to release and save harmless the Regional Municipality of York from all claims, losses, judgements or actions arising or resulting from any or all Interferences. The purchaser or lessee further acknowledges and agrees that an Interference clause 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 the parties hereto but also their respective successors and assigns and shall not die, or be null and void, with the closing of the transaction.”

Canada Post

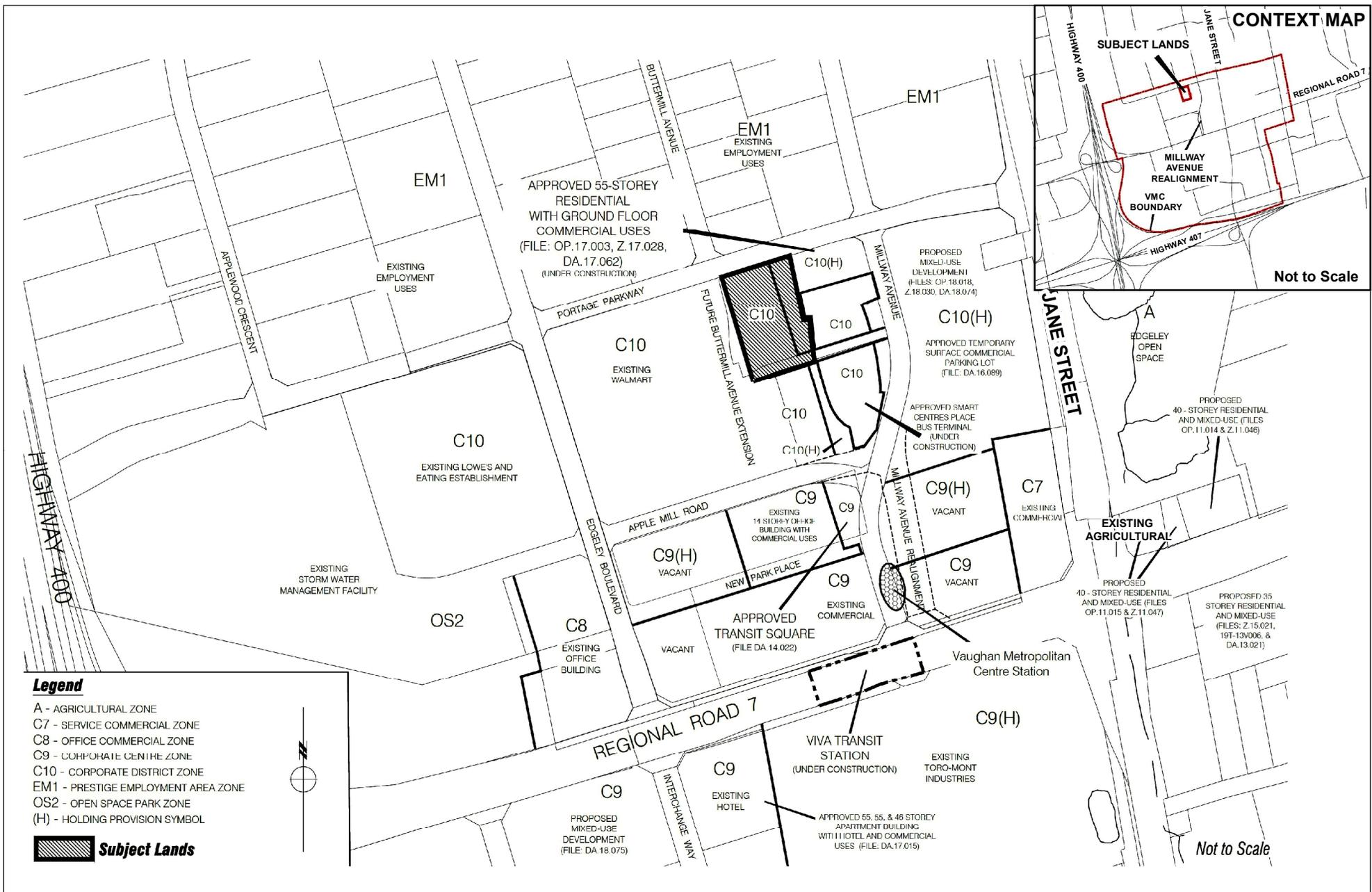
14. The following conditions shall be to the satisfaction of Canada Post:
 - a) The Owner shall provide each multi-unit component with its own centralized mail receiving facility. This lock-box assembly must be rear-loading, adjacent to the ground floor entrance with lobby access and maintained by the Owner/Condominium Corporation for Canada Post to provide mail service to the tenants/residents. For any building with more than 100 units, a secure, rear-fed mailroom must be provided.
 - b) Canada Post no longer offers “to the door” service. To provide mail service to the ground floor units, the revised National Delivery Policy states that street level residences and businesses that are part of the tower component must be assigned compartments in the lobby mailroom. Units not part of the tower component may also be assigned compartments in the mailroom or if these units are not part of the Condominium Corporation then a separate centralized lock-box must be set up at an alternative location or a Canada Post Community Mailbox can be provided.

Utilities

15. The Owner is required to confirm that all required easements and rights-of-way for each utility have been granted to the appropriate authority.

Clearances

16. The Vaughan Development Planning Department shall advise in writing that Conditions 1 to 8 have been satisfied.
17. York Region shall advise the Vaughan Development Planning Department in writing that Conditions 9 to 13 have been satisfied.
18. Canada Post shall advise the Vaughan Development Planning Department in writing that Condition 14 has been satisfied.
19. Alectra Utilities Corporation and Enbridge Gas each shall advise the Vaughan Development Planning Department in writing that Condition 15 has been satisfied.



Location Map

LOCATION:
Part of Lots 6 and 7, Concession 5

APPLICANT:
VMC Residences GP Inc. as a general partner
and on behalf of VMC Residences Limited Partnership



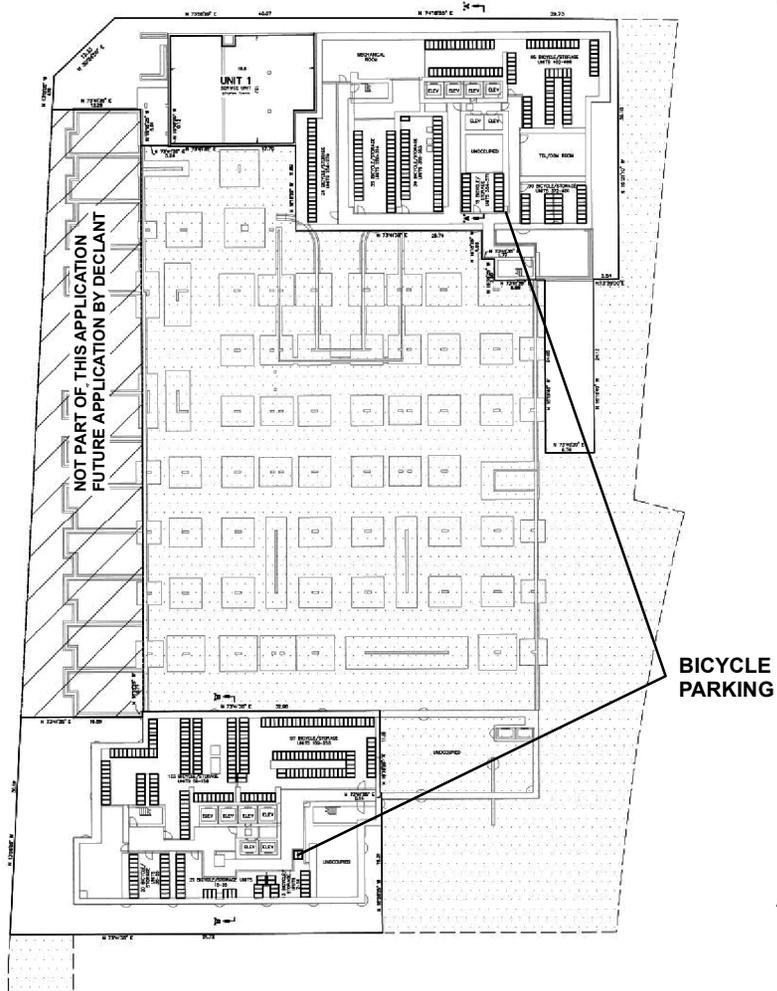
Attachment

FILE:
19CDM-18V006

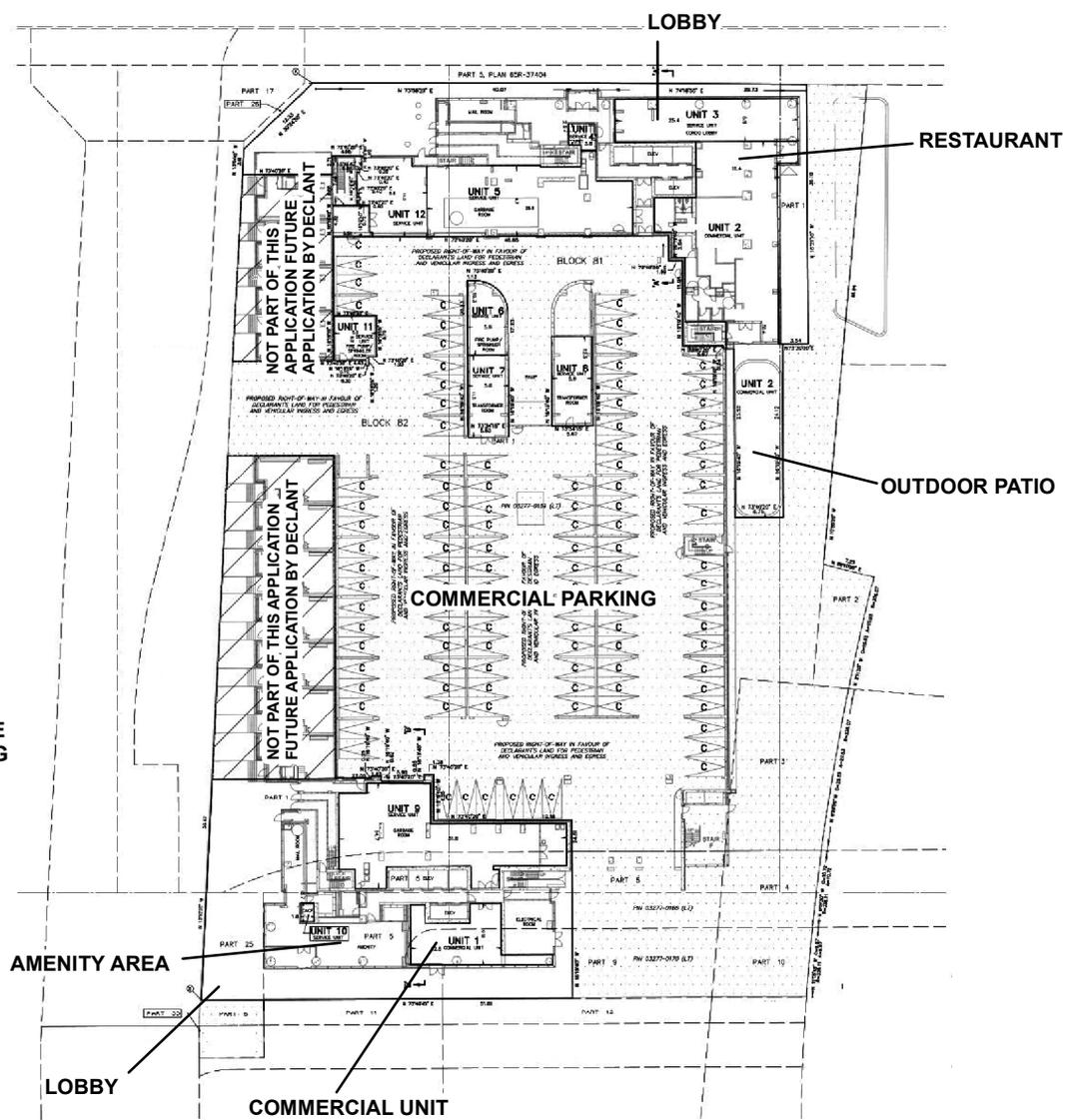
RELATED FILES:
DA.17.014, Z.17.005, Z.17.006

DATE:
May 7, 2019

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PLAN VIEW ILLUSTRATING
SERVICE UNIT 1 AND BICYCLE/STORAGE UNITS 2 TO 496, INCLUSIVE,
ON UNDERGROUND LEVEL 1



PLAN VIEW ILLUSTRATING
COMMERCIAL UNIT 1, 2 AND SERVICE UNITS 3 TO 12, INCLUSIVE
ON GROUND LEVEL

Not to Scale

Draft Plan of Condominium (Standard) - Underground and Ground Levels Attachment

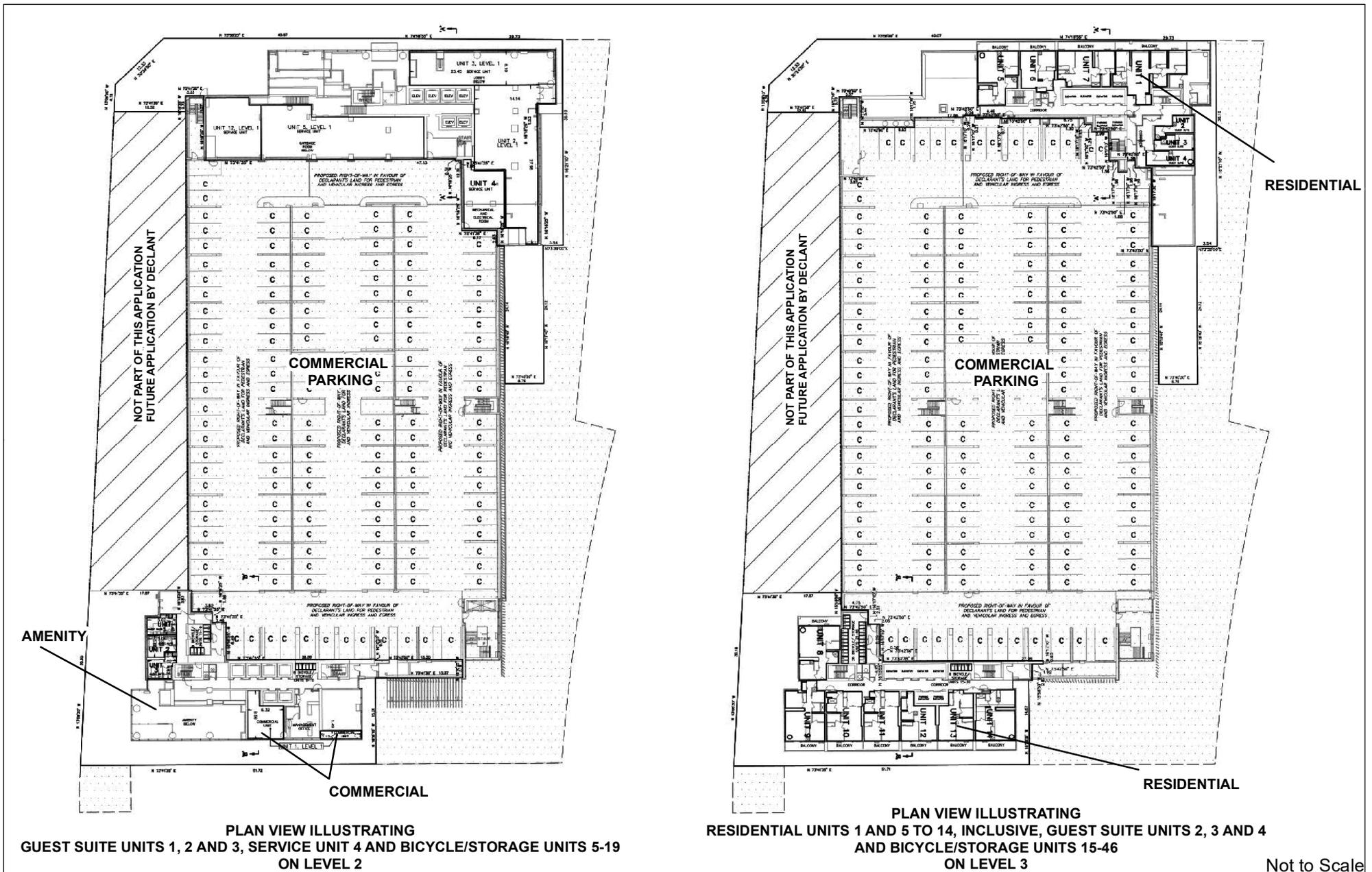
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RESIDENTIAL

RESIDENTIAL

Not to Scale

Draft Plan of Condominium (Standard) - Levels 2 and 3

Attachment

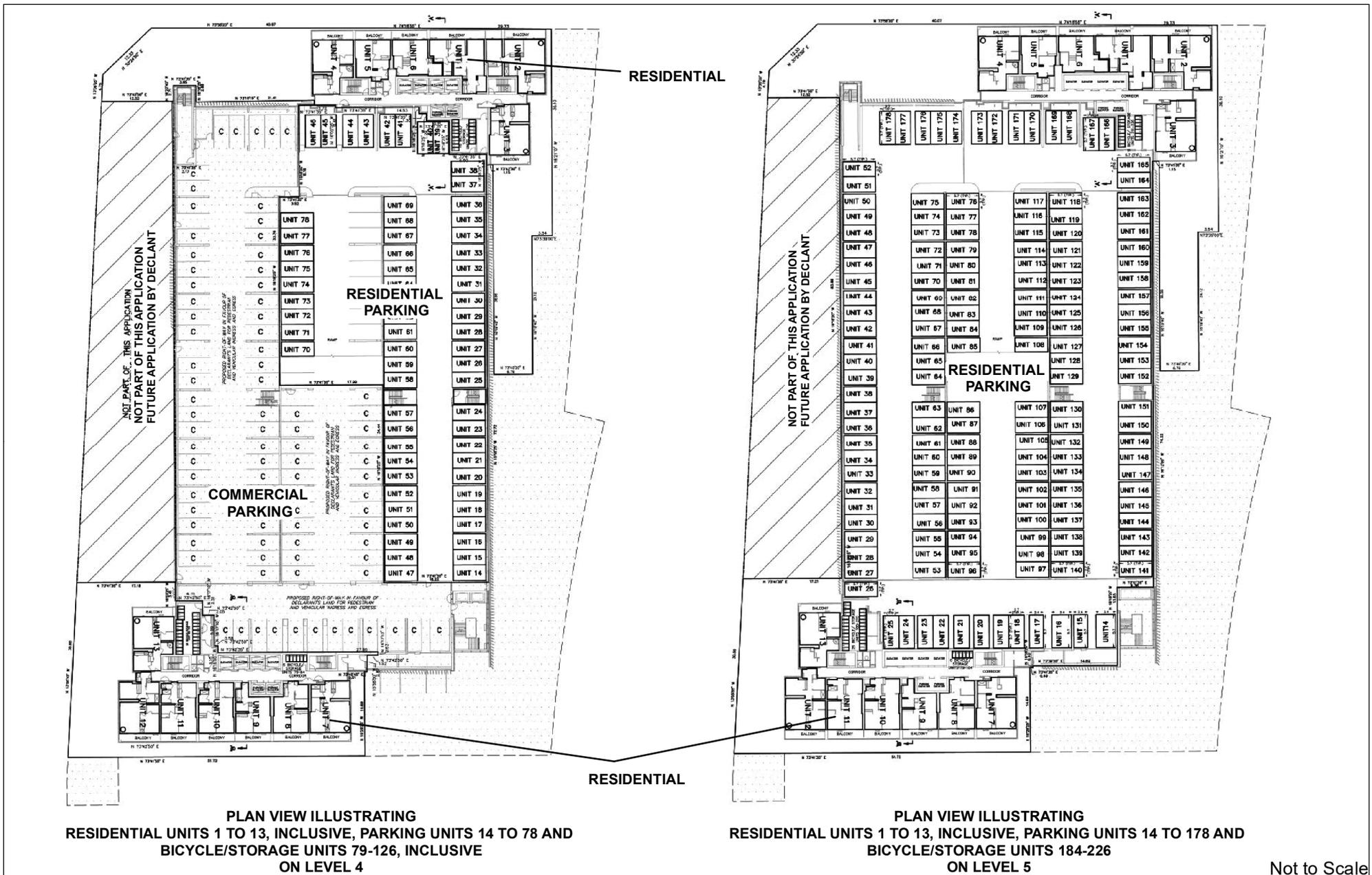
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**PLAN VIEW ILLUSTRATING
RESIDENTIAL UNITS 1 TO 13, INCLUSIVE, PARKING UNITS 14 TO 78 AND
BICYCLE/STORAGE UNITS 79-126, INCLUSIVE
ON LEVEL 4**

**PLAN VIEW ILLUSTRATING
RESIDENTIAL UNITS 1 TO 13, INCLUSIVE, PARKING UNITS 14 TO 178 AND
BICYCLE/STORAGE UNITS 184-226
ON LEVEL 5**

Not to Scale

Draft Plan of Condominium (Standard) - Levels 4 and 5

Attachment

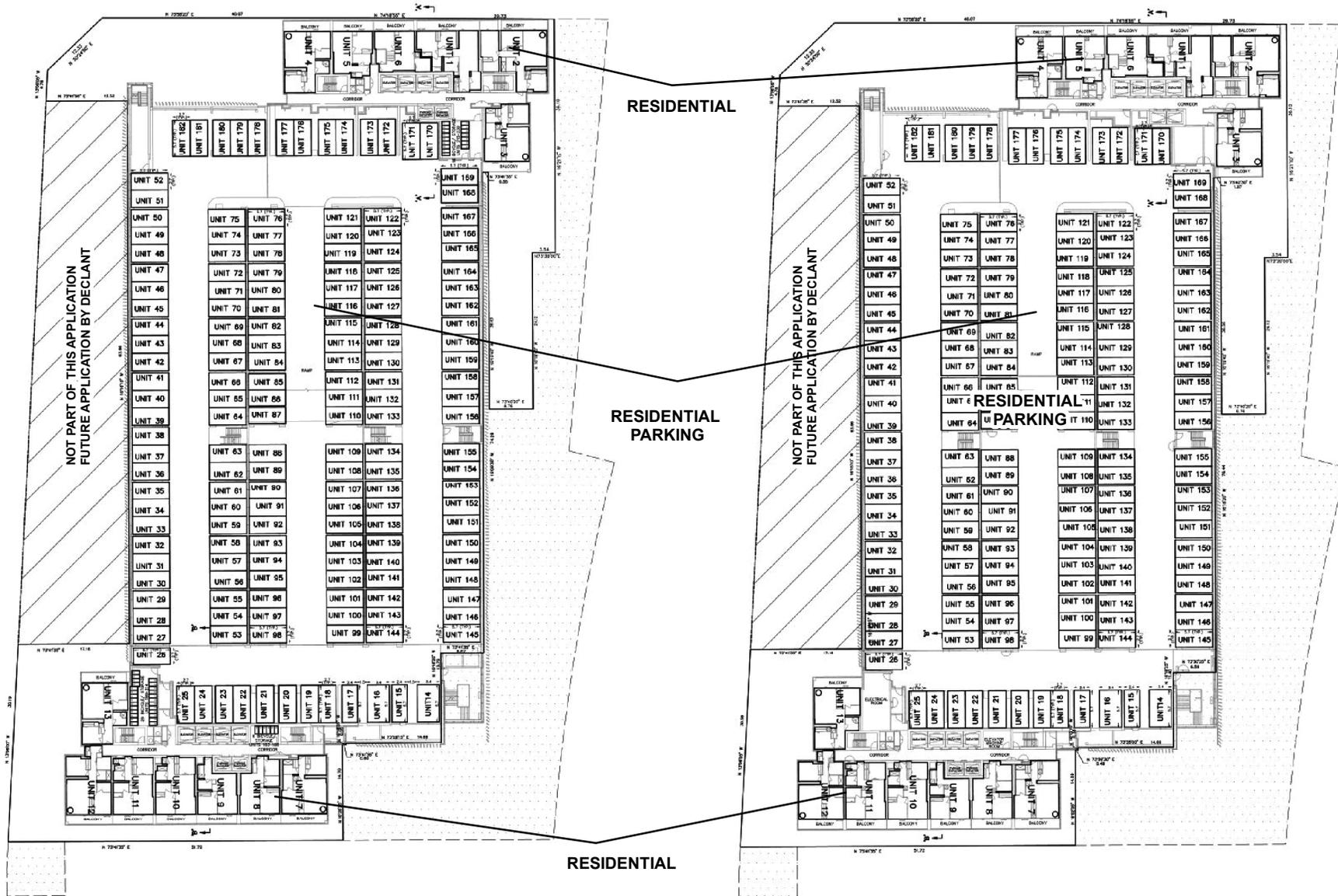
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PLAN VIEW ILLUSTRATING
RESIDENTIAL UNITS 1 TO 13, INCLUSIVE, PARKING UNITS 14 TO 182,
AND BICYCLE/STORAGE UNITS 183-230 INCLUSIVE
ON LEVEL 6

PLAN VIEW ILLUSTRATING
RESIDENTIAL UNITS 1 TO 13, INCLUSIVE, AND PARKING UNITS 14 TO 182, INCLUSIVE
ON LEVEL 7

Not to Scale

Draft Plan of Condominium (Standard) - Levels 6 and 7

Attachment

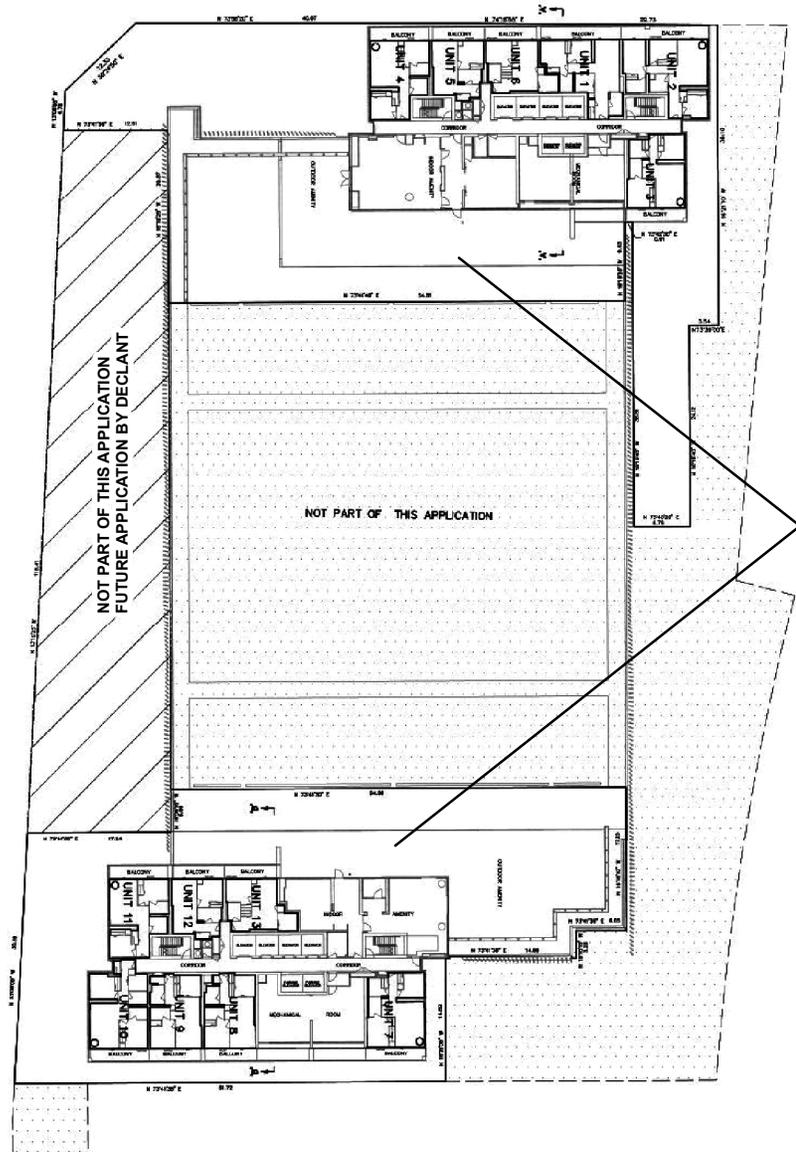
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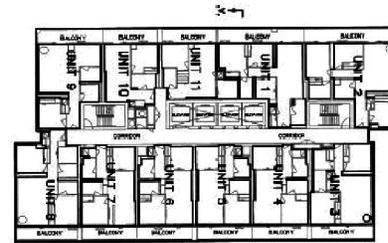


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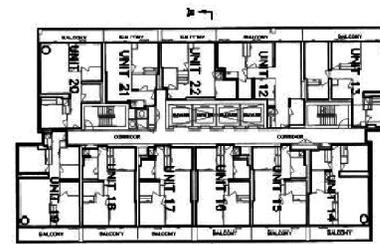


PLAN VIEW ILLUSTRATING
RESIDENTIAL UNITS 1 TO 13, INCLUSIVE
ON LEVEL 8



PLAN VIEW ILLUSTRATING
RESIDENTIAL UNITS 1 TO 11, INCLUSIVE
ON LEVELS 9 TO 55, NORTH TOWER INCLUSIVE

ROOFTOP
AMENITY



PLAN VIEW ILLUSTRATING
RESIDENTIAL UNITS 12 TO 22, INCLUSIVE
ON LEVELS 9 TO 55, SOUTH TOWER INCLUSIVE

Not to Scale

Draft Plan of Condominium (Standard) - Level 8 and Typical Tower Levels Attachment

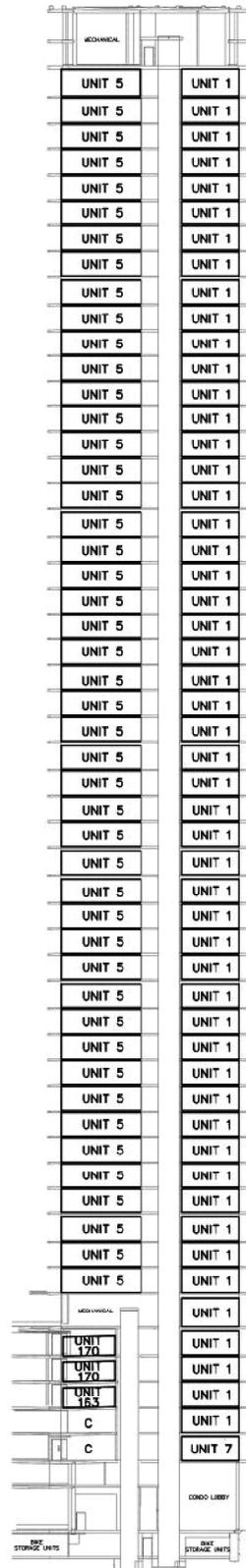
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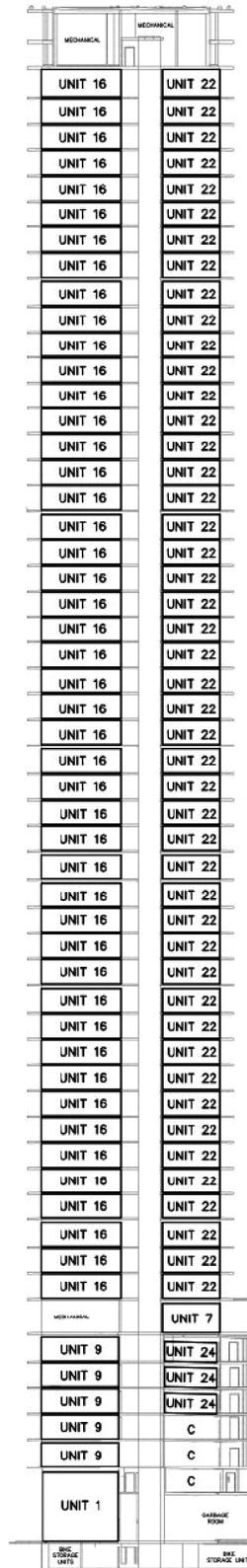


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CROSS SECTION 'A' - 'A'



CROSS SECTION 'B' - 'B'

Draft Plan of Condominium (Standard) - Cross Sections

Attachment

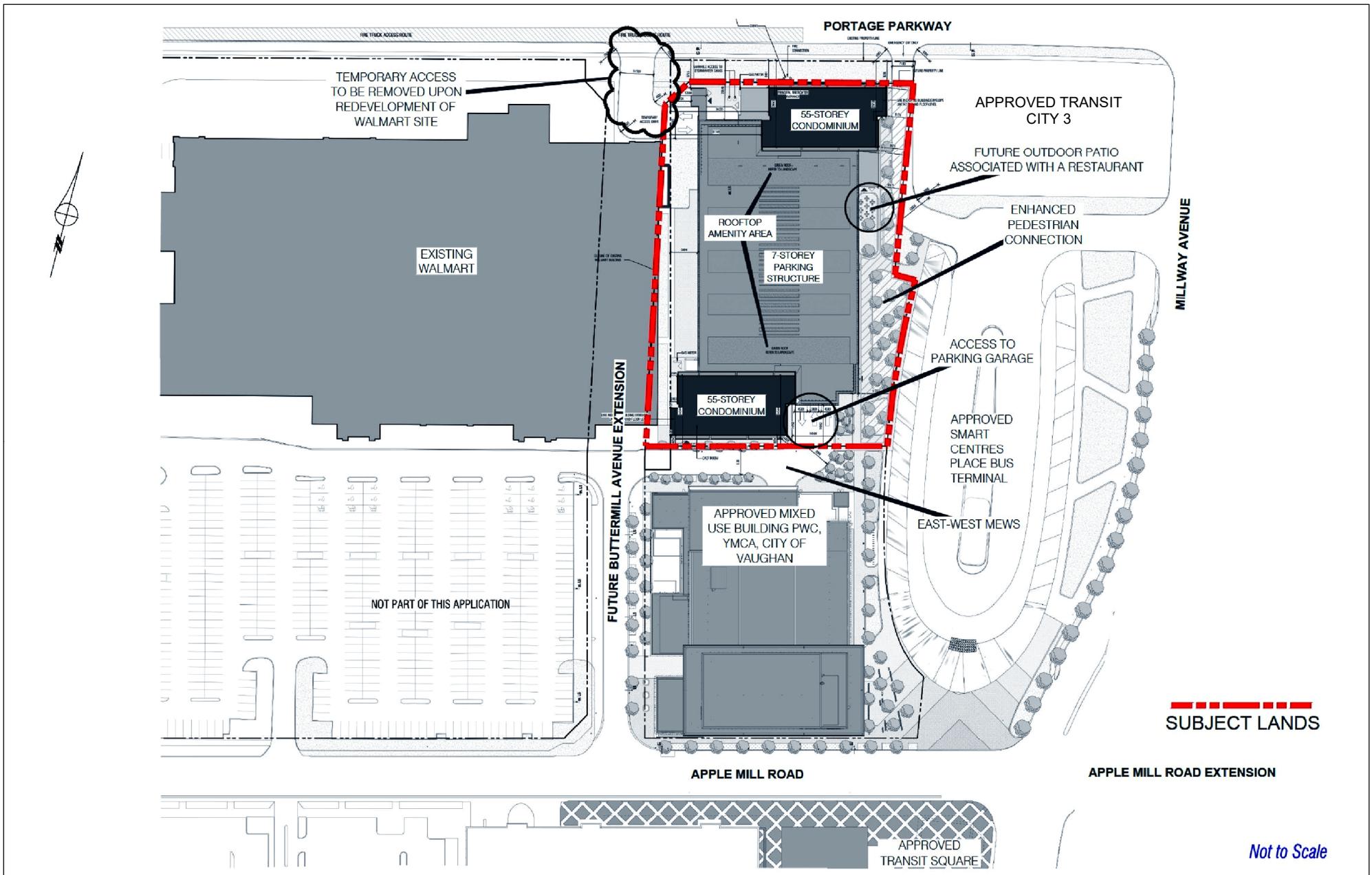
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Not to Scale

Approved Interim Site Plan (File DA.17.014)

LOCATION:
Part of Lots 6 and 7, Concession 5

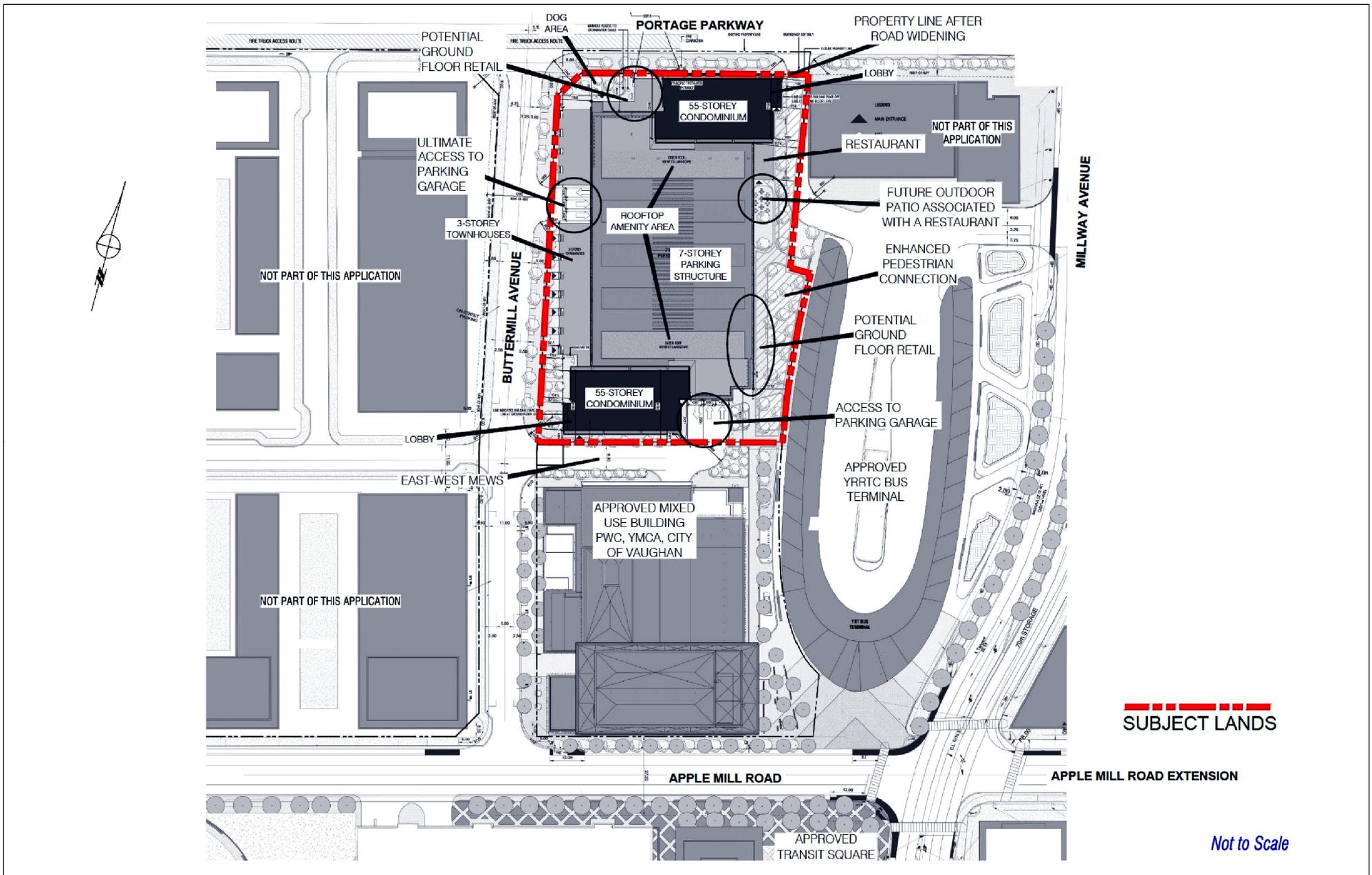
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Approved Ultimate Site Plan (File DA.17.014)

Attachment

LOCATION:
Part of Lots 6 and 7, Concession 5

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