

## Attachment 11 – Holding Conditions

The Holding Symbol “(H)” shall not be removed from the Subject Lands or any portion thereof, until the following conditions are addressed to the satisfaction of the City:

- a) Vaughan Council adopts a resolution allocating sewage and water supply capacity in accordance with the City’s approved Servicing Capacity Distribution Policy assigning capacity to the subject lands;
- b) The Owner shall submit a revised Transportation Impact Study to address outstanding comments to the satisfaction of the Development Engineering Department;
- c) The Owner shall provide a phasing plan in accordance with Policies 11.5.2.7 and 11.5.28.2 of VOP 2010, to the satisfaction of the City;
- d) The Owner shall submit a Hydrogeological Report that meets all terms of reference as agreed upon under Appendix ‘A’ and Appendix ‘B’ of the Pre-Application Consultation (‘PAC’) Understanding for PAC.21.134 signed by the applicant dated March 12, 2022, all to the satisfaction of the Development Engineering Department;
- e) The Owner shall submit a revised Functional Servicing and Stormwater Management Report that includes the following information to the satisfaction of the Development Engineering Department:
  - i. Short-term construction and long-term dewatering discharge plans to an approved municipal sewer in coordination with discharge rates and recommendations required to be provided in a subsequent Hydrogeological Report noted herein as a separate holding condition (including any subsequent amendments and/or revisions); and
  - ii. Municipal watermain reconstruction design within Woodbridge Avenue including plan and profiles, details plans, etc.

Should any municipal infrastructure improvements be identified external to the Subject Lands as required to service the development, the Owner shall enter into an Agreement with the City to secure for the design and construction of municipal works internal and/or external to the Subject Lands required to support the proposed development to the satisfaction of the City. The Agreement shall be registered against the lands to which it applies, and upon execution, the Owner shall satisfy conditions of the City, financial or otherwise, all to the satisfaction of the City.

- f) The Owner shall address all outstanding technical development engineering comments to the satisfaction of the Development Engineering Department to support a complete approval of the servicing strategy for the Development;

- g) The Owner shall submit a revised Noise Report to the satisfaction of the Development Engineering Department, which includes the consultant's recommendation as to whether the development should be designated as a Class 1 or Class 4 property;

Due to the proximity of the Subject Lands to an existing industrial facility, the Noise Report may be required to be peer reviewed by a noise consultant if a Class 4 designation is proposed to be applied to the Subject Lands. Should a peer review of the noise report be required, the Owner is required to pay the review fee in accordance with the City's Fees and Charges By-law and to amend the Noise By-law to recognize the Class 4 designation for the subject lands;

- h) The Owner shall enter into a Developers' Group Agreement with abutting landowners of the new Rainbow Creek neighbourhood, to the satisfaction of the City. The agreement shall be regarding, but not limited to, all cost sharing for the phasing of the development, for the provision of parks, cash-in-lieu of parkland, roads, and municipal services within that development area. This agreement shall include a provision for additional developers to participate in the Developers' Group Agreement when they wish to develop their lands.

The Owner shall demonstrate proof of entering into a Developers' Group Agreement and a subsequent Cost Sharing Agreement ('CSA') by providing a letter from the Block Trustee assigned to the landowners group, identifying that the Owner has fulfilled all cost sharing and other obligations of the Rainbow Creek cost sharing and other obligations of the Developer's Group Agreement, to the satisfaction of the City;

- i) The Owner shall provide a Draft Reference Plan to the satisfaction of the City to demonstrate a public easement in favour of the City shall be registered over the Pedestrian Mews, woonerf driveway and the abutting walkway on west side of the Subject Lands, as shown on Attachment 8, to ensure future public access to the future parkette located west of the Subject Lands, as envisioned in the Kipling Avenue Corridor Secondary Plan;
- j) The Owner shall provide a letter from their lawyer to demonstrate their legal right to access over the existing private condominium driveway shared between 8026 and 8032 Kipling Avenue, as shown on Attachment 3;
- k) If legal access to the private driveway exists for other landowners, the Owner shall provide a R-Plan to the satisfaction of the City and register an easement to demonstrate a vehicular and pedestrian access easement in favour of other applicable landowners to permit future connections.

- l) A restrictive covenant shall be placed on title for the property to require that the buildings be operated as residential rental apartment buildings for a minimum of 20 years.