

ATTACHMENT NO. 5

CONDITIONS OF DRAFT PLAN OF CONDOMINIUM APPROVAL

**DRAFT PLAN OF CONDOMINIUM FILE 19CDM-21V005 (COMMON ELEMENT)
300 ATKINSON INC. (OWNER)
BEING PART OF BLOCK 165, 65M-2219, 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 (COMMON ELEMENT) FILE 19CDM-21V005, ARE AS FOLLOWS:

City of Vaughan

1. The Plan shall relate to a Draft Plan of Condominium, prepared by R. Avis Surveying Inc., Project No. 3262-0, Drawing No. 3262-0DP2, dated November 7, 2023.
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 updated Condominium Plan the shows Atkinson Avenue sidewalk connections and curbs in accordance with the approved grading plan GR-1 revision dated April 7, 2022, and the location of the short-term bicycle parking on Part 107.
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, 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. 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.

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) The following warning clause shall be included in all Offers of Purchase and Sale or Lease Agreements for Block 4 Parts 19-22, Block 5 Part 23, Block 6 Part 27, Block 7 Parts 32-37, Block 8 Parts 38-44, Block 9 Part 45, and Block 16 Parts 15-18: "Purchasers and/or tenants are advised that this development was designed to include rear lot catchbasins and storm sewer infrastructure. The catchbasin was designed to receive and carry only clean stormwater. It is the Condo Corporation's responsibility to maintain the rear lot catchbasin in proper working condition by ensuring that the grate is kept clear of ice, leaves and other debris that would prevent stormwater from entering the catchbasin. The catchbasins are shown on the Construction Drawings and the location is subject to change without notice."
 - ii) The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all units in Blocks 1, 2, and 3, and the unit on Part 15 of Block 16: "Purchasers and/or tenants are advised that, despite the inclusion of noise control features in this development area and within the dwelling unit, the noise levels from increasing traffic may continue to be of concern, occasionally

interfering with some activities of the occupants. This dwelling has, therefore, been equipped with forced air heating and ducting etc. as well a central air conditioning which will allow windows to be kept closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of Environment, Conservation and Parks and in compliance with the City's noise requirements. The location of the air conditioning unit on the lot shall be in compliance with the provisions of City of Vaughan By-law 1-88."

- iii) The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all units on Parts 16, 17 and 18 in Block 16: "Purchasers and/or tenants are advised that, despite the inclusion of noise control features in this development area and within the dwelling unit, the noise levels from increasing traffic may continue to be of concern, occasionally interfering with some activities of the occupants. This dwelling, has, therefore, been equipped with forced air heating and ducting ext., sized to accommodate central air conditioning. Installation of central air conditioning will allow windows to be kept closed, thereby achieving indoor sound levels within the limits recommended by the Ministry of Environment, Conservation and Parks and in compliance with the City's noise requirements. The location of the air conditioning unit on the lot shall be in compliance with the provisions of City of Vaughan By-law 1-88."
- iv) The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all units: "Purchasers and/or tenants are advised that there is an adjacent neighbourhood park (Rosedale North Park) and the lighting and noise should be expected from the use of the park for recreation purposes. A 3 metre high fence is to be constructed on the lot abutting the park block boundary with all fencing material, including foundations as the lot directly abuts a Park with an active recreational facility (baseball diamond).
- v) The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all units: "Purchasers and/or tenants are advised that the adjacent neighbourhood park (Rosedale North Park) is currently served with an active baseball diamond. As a result, the potential for errand balls should be expected, regardless of safety measures implemented (3.0 m high fence and enhanced baseball backstop)."
- vi) The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all units: "Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to the park, are prohibited."
- vii) The following warning clause shall be included in all Offers of Purchase and Sale or Lease for all units: "Purchasers and /or tenants are advised that the lot abuts a neighbourhood park and the park may be subject to future redevelopment resulting in increased usage, lighting and/or noise."

- viii) The Condominium Declaration shall include a clause requiring the Condominium Corporation to maintain, repair and replace the Landscaping in the Uniform Landscaping Areas, and maintain and repair amongst other things, all retaining walls and decorative pillars shown on the landscape plan for the Subject Lands. A restrictive covenant schedule shall be included in all Offers of Purchase and Sale or Lease for all units prohibiting owners from changing, modifying or altering the landscaping and any trees.
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 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 residential townhouse development totaling 106 residential units, Canada Post requests that the owner/developer comply with the following conditions:
- 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 ground 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;
- f) The Owner/Developer agrees, prior to offering any of the residential units for sale, to place a "Display Map" on the wall of the sales office in a place readily available to the public which indicates the location of all Canada Post Community Mailbox site locations, as approved by Canada Post;
- g) The Owner/Developer agrees to include in all offers of purchase and sale a statement, which advises the prospective new home purchaser that mail delivery will be from a designated Community Mailbox, and to include the exact locations (list of lot #s) of each of these Community Mailbox locations; and further, advise any affected homeowners of any established easements granted to Canada Post;
- h) The Owner/Developer will be responsible for officially notifying the purchasers of the exact Community Mailbox locations prior to the closing of any home sales with specific clauses in the Purchase offer, on which the homeowners do a sign off;
- i) The owner/developer of any condominiums will be required to provide signature for a License to Occupy Land agreement and provide winter snow clearance at the Community Mailbox location.
- j) Enhanced Community Mailbox Sites with roof structures will require additional documentation as per Canada Post Policy.
- k) There will be no more than one mail delivery point to each unique address assigned by the Municipality.
- l) Any existing postal coding may not apply, the owner/developer should contact Canada Post to verify postal codes for the project.

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 5b) have been satisfied.