

ATTACHMENT 4

CONDITIONS OF DRAFT PLAN OF CONDOMINIUM APPROVAL

FILE 19CDM-24V004

**DRAFT PLAN OF CONDOMINIUM (STANDARD) FILE 19CDM-24V004 (the “PLAN”)
2701382 ONTARIO INC. (the “OWNER”)
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 THE PLAN OF CONDOMINIUM (STANDARD) FILE 19CDM-24V004, ARE AS FOLLOWS:

City of Vaughan

1. The Owner shall prepare the final Plan generally on the basis of the Draft Plan of Condominium, prepared by Schaeffer Dzaldov Purcell Ltd. Ontario Land Surveyors Job No. 18-910-20, dated March 12, 2024.
2. That the Owner enters into a Condominium Agreement with and to the satisfaction of the City to ensure the fulfillment of the City’s requirements, financial and otherwise, which shall include, but not necessary be limited to all of the City’s conditions of approval.
3. Prior to the execution of the Condominium Agreement, the Owner shall submit a pre-registered Plan of Condominium to the Development Planning Department.
4. The Condominium Agreement shall be registered on title against the lands to which it applies, at no cost to the City.
5. Prior to final approval of the Plan, the Owner shall submit an “as-built” survey to the satisfaction of the Building Standards Department.
6. 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.
7. 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 to the satisfaction of the Financial Planning and Development Finance Department. The Owner shall also provide an acknowledgment confirming its responsibility to pay 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 Agreement is separately assessed.

8. Prior to final approval of the Plan, the Owner shall arrange for, and ensure that, all easements required to provide access to the development have been secured for with adjacent landowners, to the satisfaction of the City. The Owner shall be responsible for preparing and depositing all related reference plans to identify the access easements. The reference plan(s) and easements shall be registered to the satisfaction of the City and at no cost to the City.
9. The Condominium Agreement between the Owner and the City shall contain, among other matters, the following provisions, to the satisfaction of the City:
 - a) The Owner (and, upon the registration of a Condominium Plan and Declaration, the Condominium Corporation) shall be responsible to regularly clean and maintain all catch basins, area drains and sewers within the lands.
 - b) The Owner (and, upon the registration of a Condominium Plan and Declaration, the Condominium Corporation) shall be responsible for snow removal and clearing and the Owner/Condominium Corporation shall not store or deposit snow from the lands/development onto adjacent property owned by the City of Vaughan.
 - c) Private waste collection including garbage and recycling shall be the responsibility of the Condominium Corporation.
 - d) The Owner (and, upon the registration of a Condominium Plan and Declaration, the Condominium Corporation) shall commit to have a flagman present at the time of loading space activities to mitigate safety concerns.
 - e) The Owner shall implement the noise and vibration attenuation measures recommended in the engineering report entitled Environmental Noise Review dated November 16, 2020, prepared by SLR Consulting (Canada) Ltd. Upon the completion of the implementation of those measures, the Owner shall provide, to the satisfaction of the City, a Certificate of Completion from a Professional Engineer stating that those noise attenuation measures have been implemented in accordance with that report. To secure for this, immediately following the registration of the Condominium Agreement, the Owner shall register a Section 118 Restriction in a form and content satisfactory to the City.
 - f) The Owner shall include in the Condominium Declaration and all Agreements of Purchase and Sale/Lease the following warning clauses:
 - i) "Purchasers and/or tenants are advised that, to facilitate development of adjacent lands, roads providing access to this development may be reconfigured in the future to conform with the

Promenade Centre Secondary Plan, as may be amended from time to time.”

- ii) “Purchasers and/or tenants are advised that Upper Mall Way is a private road and will remain in private ownership in the future. Access easements will be granted in favour of the Condominium Corporation for portions of Upper Mall Way that are required to provide access to the development.”
- iii) “Purchasers and/or tenants are advised that until public roads are constructed and assumed by the City in accordance with the Promenade Centre Secondary Plan, as may be amended from time to time, segments of the roads providing access to this development will be private. Access easements will be granted in favour of the Condominium Corporation over segments of the private roads that are required to provide access to the development. Notwithstanding the foregoing, purchasers and/or tenants are advised that driveways, ramps, aisles, sidewalks, walkways, etc. providing access to this development may continue to remain in private ownership indefinitely.”
- iv) “Purchasers/tenants are advised that interruptions may occur at the site access during the construction of future development on adjacent lands. The number of access aisles to the underground parking lot may change and may be relocated and/or eliminated.”
- v) “Purchasers/tenants are advised that despite the inclusion of noise control features in this development and within the individual dwelling units, sound levels from increasing road traffic may on occasion interfere with some activities of the dwelling occupants as the sound level may exceed the Ministry of Environment, Conservation and Parks Environmental Noise Guidelines NPC-300.”
- vi) “Purchasers/tenants are advised that due to the proximity of the Promenade Shopping Centre, noise from the Promenade Shopping Centre may be audible at times.”
- vii) “Purchasers/tenants are advised that sound levels due to the adjacent Promenade Shopping Centre are required to comply with sound level limits that are protective of indoor areas and are based on the assumption that windows and exterior doors are closed. This dwelling unit has been supplied with a ventilation/air conditioning system which will allow windows and exterior doors to remain closed.”

- viii) "Purchasers/tenants are advised that the dwelling units are in a Class 4 Noise area and that agreements respecting noise mitigation will exist and are to be registered on title."
- ix) "Purchasers/tenants are advised that solid waste management collection services will be privately administered by the Owner (and, upon the registration of a Condominium Plan and Declaration, the Condominium Corporation)."
- g) The Owner shall include in the Condominium Declaration the following:
 - i) Schedule A to the Condominium Declaration shall include rights in the nature of easements in favour of the Condominium Corporation for access to the development over private roads, driveways, ramps, aisles, sidewalks, walkways, etc. to the satisfaction of the City.
 - ii) A provision requiring the Condominium Corporation to register, at no cost to the City, a Transfer, Release and Abandonment of any access easements once public roads are constructed, established and assumed by the City.
- h) Immediately following the registration of the Condominium Agreement, the Owner shall register a Section 118 Restriction in a form and content satisfactory to the City which shall restrict the transfer of any unit until such time that the Owner provides the City with evidence confirming that the obligations in Condition 9 have been complied with, to the satisfaction of the City.

Utilities

- 10. The Owner shall convey to Bell Canada, at no cost to Bell Canada, any easements required to service this development. 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.
- 11. Prior to final approval of the Plan, the Owner shall contact Enbridge Gas Inc.'s Customer Connection department and contact Alectra Utilities to discuss the details of the transformer on the Subject Lands and satisfy any obligations or conditions that either Enbridge or Alectra may require.

Canada Post

- 12. The Owner (and, upon the registration of a Condominium Plan and Declaration, the Condominium Corporation) shall provide the building with its own centralized mail receiving facility. This lock-box assembly shall be rear-loaded, adjacent to the main entrance and maintained by the Owner (and, upon the registration of a

Condominium Plan and Declaration, the Condominium Corporation) in order for Canada Post to provide mail service to the tenants/residents of this development. For any building where there are more than 100 units, a secure, rear-fed mailroom must be provided.

13. The Owner (and, upon the registration of a Condominium Plan and Declaration, the Condominium Corporation) shall provide Canada Post with access to any locked doors between the street and the lock-boxes via the Canada Post Crown lock and key system. This encompasses, if applicable, the installation of a Canada Post lock in the building's lobby intercom and the purchase of a deadbolt for the mailroom door that is a model which can be retro-fitted with a Canada Post deadbolt cylinder.

Clearances

14. Development Planning Department shall advise that Conditions 1 to 9 have been satisfied.
15. Bell Canada shall advise that Condition 10 has been satisfied.
16. Enbridge and Alectra shall advise that Condition 11 has been satisfied.
17. Canada Post shall advise that Conditions 12 and 13 have been satisfied.