

ATTACHMENT 4

CONDITIONS OF DRAFT APPROVAL

DRAFT PLAN OF CONDOMINIUM (STANDARD)

FILE 19CDM-23V007 ('PLAN')

2465900 ONTARIO LIMITED ('OWNER')

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 (STANDARD) FILE 19CDM-23V007, ARE AS FOLLOWS:

City of Vaughan

1. The Plan shall relate to a Draft Plan of Condominium, prepared by ERTL-HUNT Surveyors, drawing dated January 28, 2024.
2. Prior to the execution of the Condominium Agreement, the Owner shall submit a pre-registered Plan of Condominium to the City.
3. The Owner shall enter into a Condominium Agreement with the City and shall agree to satisfy any outstanding 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 a vehicle maneuvering plan to the satisfaction of the Transportation Engineering 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 City 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 acknowledgement or 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 Agreement is separately assessed.

8. The following provisions shall be included in the Condominium Agreement/Condominium Declaration to the satisfaction of the City:
- a) The Owner and/or the Condominium Corporation shall include a clause within the Condominium Declaration and Condominium Agreement identifying that Units 17 to 21 are for outdoor storage use only and provide the opportunity for outdoor storage units to be purchased by and restricted to only parties who own a unit within the existing employment building to ensure the outdoor storage use is tied to the corresponding use within the building.
 - b) The Owner and/or the Condominium Corporation shall maintain fencing around the outdoor storage units to screen the units from view from the road.
 - c) No vehicle access is permitted to Units 17-21.
 - d) A heavy single unit truck is the largest delivery vehicle permitted on site.
 - e) The Owner and/or the Condominium Corporation shall be responsible to regularly clean and maintain all catch basins, area drains and sewers within the lands.
 - f) The Owner and/or Condominium Corporation shall be responsible for snow removal and clearing and the Condominium Corporation shall not store or deposit snow from the lands/development onto adjacent property.
 - g) Private waste collection shall be the responsibility of the Condominium Corporation.
 - h) The Owner shall include the following warning clauses in the Condominium Declaration and in all Agreements of Purchase and Sale and/or Lease for all Units, advising:
 - i) “This development will function as a standard condominium and all details and associated costs shall be presented in the sales office, and through marketing material etc.”
 - ii) “Purchasers and/or tenants are advised that portions of the subject lands are located within the TRCA’s Regulated Area due to a Regional Storm flood plain hazard associated with a Tributary of the Don River Watershed. Any development or site alteration within TRCA’s Regulated Area is subject to a permit pursuant to

Conservation Authorities Act – Section 28 and Ontario Regulation 41/24.

- iii) All agreements of purchase and sale shall include a warning clause identifying that the subject property is impacted by a flood hazard (i.e., during a significant storm event, portions of the site would be inundated with flood waters).
- iii) “An Emergency Management Plan, prepared by Greck and Associates Limited, dated April 16, 2024, has been prepared to provide flood management measures and a full evacuation procedure for the units in the event that flooding occurs. The Emergency Management Plan shall be incorporated into the Condominium Agreement, all Agreements of Purchase and Sale and articles of incorporation for the Condominium.

It shall be the responsibility of each individual unit Owner to maintain plans and procedures for flood events that may impact their unit.”
- iv) “Purchasers and/or tenants of Units 1 to 16 are advised that fencing along Units 17 to 21 is a requirement of this Condominium Agreement. All outdoor storage shall be contained within the fenced area. Fencing, stored materials or vehicles shall not obstruct the designated fire route shown on Condominium Plan.”

Utilities

9. Prior to final approval of the Plan, the Owner shall confirm that all required easements and rights-of-way 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

10. Development Planning Department shall advise that Conditions 1 to 8 have been satisfied.