

## Attachment 12

### CONDITIONS OF DRAFT PLAN OF CONDOMINIUM APPROVAL

**DRAFT PLAN OF CONDOMINIUM (STANDARD) FILE 19CDM-24V007 (the “PLAN”)  
RUTHRFORD LAND DEVELOPMENT CORP. (the “OWNER”)  
10 ABEJA STREET, 474 AND 498 CALDARI ROAD, AND 9093, 9095, 9097 AND  
9099 JANE STREET (the ‘LANDS’)**

**THE CONDITIONS OF THE COUNCIL OF THE CITY OF VAUGHAN (the “CITY”)  
THAT SHALL BE SATISFIED PRIOR TO THE RELEASE FOR REGISTRATION OF  
THE PLAN, 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 Krcmar Surveyors Ltd. Dwg No. 17-111DC01, dated October 22, 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 necessarily 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 and Parks 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 and Parks Planning Department that they have paid all outstanding taxes, development charges and levies, the payable parkland cash-in-lieu, 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. Prior to final approval of the Plan, the Owner shall enter into any agreement(s) the City deems necessary, in connection with the Privately Owned Publicly Accessible Spaces (the "**POPS**"), including but not limited to:
  - i. An agreement granting an easement, in perpetuity, in favour of the City for the purpose of permitting uninterrupted and unobstructed public pedestrian ingress, egress, access, use and enjoyment in on, across, over and upon the POPS (the "**POPS Easement**"). The POPS Easements shall be registered on title to the Lands and shall form part of any relevant condominium declaration; and
  - ii. An agreement addressing, without limitation, the design, maintenance, repair, operations, reserve fund and insurance, as may be required and in a form acceptable to the City (the "**POPS Agreement**").
10. Prior to final approval of the Plan, the Owner shall enter into an Agreement of Purchase and Sale to convey the Indoor Community Space (including the related lobby and 10 parking spaces) (the "**Indoor Community Space**") to the City, on terms and in a form acceptable to the City.
11. Prior to final approval of the Plan, the Owner and the City shall settle on the terms and form of the Reciprocal Easement and Operating Agreement to be entered into with the Condominium Corporation (and other necessary parties) prior to the turnover meeting under Section 43 of the Condominium Act relating to the repair, maintenance and operations of shared facilities.
12. 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.

- c) Private waste collection including garbage and recycling, shall be the responsibility of the Condominium Corporation, if the condominium corporation(s) and/or landowners are deemed ineligible by the City or if they choose not to enter into an agreement with the City for municipal waste collection services.
- 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 recommendations of the final approved Detailed Environmental Noise Assessment and Vibration Report dated April 19, 2021 and prepared by Anthony Amarra for Project 117-0252-00 (the "Noise Report") into the design and construction of the buildings on the Lands. Prior to the registration of any plan of condominium on the Lands, a noise consultant shall certify that the building has been constructed in accordance with the noise control features recommended by the Noise Report. Where a facade, wall, door, window and/or oversized forced air mechanical system is required by the Noise Report, these features shall be confirmed by a professional engineer licensed by Professional Engineers Ontario (the "Engineer"), at the City's request. The Engineer's confirmation must refer to the final Noise Report and be submitted to the City's Chief Building Official and the Director of Development Engineering, in form and content satisfactory to the City. 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 Offers to Purchase, Agreements of Purchase and Sale/Lease of each individual unit, the following warning clauses:
  - i) "Purchasers and/or tenants are advised that there will be vehicular parking spaces provided in the underground parking garage that are smaller than the typical dimensions for a standard size vehicular parking space, and purchasers/tenants understand the risks associated with using these parking spaces"
  - ii) "Purchasers and/or tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks."
  - iii) "Purchasers and/or tenants are advised that despite the inclusion of noise control features in the development and within the building units, sound levels

due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks.”

- iv) “Purchasers and/or tenants are advised that due to the proximity of CN MacMillan Yard, adjacent industries and commercial facilities, sound levels from the said noise sources may at times be audible.”
- v) “Purchasers and/or tenants are advised that designated public parkland within the community may not be fully developed at the time of occupancy. The timing of development, phasing and programming of parkland is at the discretion of the City of Vaughan.”
- vi) "Purchasers and/or tenants are advised that the lot abuts a neighborhood park and that lighting and noise should be expected from the use of the park for recreation purposes.”
- vii) “Purchasers and/or tenants are advised that any encroachments and/or dumping from the lot to the park are prohibited.”
- viii) "Purchasers and/or tenants are advised that Caldari Road will be extended northerly to intersect with Rutherford Road in the future in accordance with Vaughan Mills Centre Secondary Plan to facilitate the development of adjacent lands."
- ix) "This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City of Vaughan and the Ministry of the Environment, Conservation and Parks."
- x) "Purchasers/tenants are advised that due to the proximity to neighbouring industrial and commercial facilities, noise from these facilities may at times be audible."
- xi) "Purchasers/tenants are advised that sound levels due to the adjacent industries 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."

- xii) "Purchasers/tenants are advised that the dwelling units are located in a Class 4 Noise Area and that agreements respecting noise mitigation may exist, and if so, are registered on title."
  - xiii) "Purchasers/tenants are advised that the ramp design of the underground parking garage may not be appropriate for vehicles with less than 130mm ground clearance."
- g) The Owner shall include in the Condominium Declaration, and all Offers to Purchase, Agreements of Purchase and Sale/Lease of each individual unit, the following:
- i) All necessary warning statements from the Noise Report all to the satisfaction of the City.
  - ii) A statement advising all future owners, tenants and residents of the details regarding solid waste collection, and if applicable, that the development will have private waste collection services.
  - iii) that purchasers of units in the condominium will be responsible for the ongoing costs associated with the POPS Parcel and the facilities and improvements thereon, including maintenance and operations, insurance, and repair and replacement as contemplated in this Agreement, and
  - iv) that the POPS Parcel is subject to the POPS Parcel Easement and will be accessible and used by the general public along with the occupants of units in the condominium.
  - v) In the event that any Agreements of Purchase and Sale and/or Leases have been executed without reference to the matters set out in Items 12 g) iii) and 12 g) iv) above, the Owner shall procure executed acknowledgements from all such purchasers and/or lessees in respect of the POPS Easement and provide a statutory declaration to the City confirming receipt of said acknowledgements.

13. Prior to occupancy of each dwelling unit, the Owner shall submit to Vaughan satisfactory evidence that the appropriate statements and warning clauses have been included in the condominium declaration and all offers to purchase, agreements of purchase and sale, and lease/rental agreements.

14. 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 12 have been complied with, to the satisfaction of the City.

### Utilities

15. The Owner shall convey to Bell Canada, at no cost to Bell Canada, any easements deemed necessary by Bell Canada 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.
16. Prior to final approval of the Plan, the Owner shall contact Enbridge Gas Customer Service and contact Alectra Utilities to discuss the details of the transformer on the Subject Lands and satisfy any obligations or conditions that either Enbridge Gas or Alectra Utilities may require.

### Canada Post

17. 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.
18. 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 lockboxes 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 retrofitted with a Canada Post deadbolt cylinder.

### Clearances

19. Development and Parks Planning Department shall advise in writing that Conditions 1 to 12 have been satisfied.
20. York Region shall advise in writing that the Conditions of Approval as set out in Attachment No. 12a) dated July 29, 2024, have been satisfied.
21. Canadian National (CN) Rail shall advise in writing that the Conditions of Approval as set out in Attachment No. 12b) dated November 27, 2024, have been satisfied.
22. Bell Canada shall advise that Condition 15 has been satisfied.

23. Enbridge Gas and Alectra Utilities shall advise that Condition 16 has been satisfied.

24. Canada Post shall advise that Conditions 17 and 18 have been satisfied.



July 29, 2024

Letizia D'Addario, Senior Planner  
City of Vaughan  
Development Planning Department  
2141 Major Mackenzie Drive  
Vaughan, ON L6A 1T1

Dear Letizia D'Addario:

**Re: Draft Plan of Condominium CDMP.24.V.0024 (19CDM-24V007)  
474 & 498 Caldari Road, 10 Abeja Street and 9093, 9095, 9097 & 9099 Jane Street  
(Rutherford Land Development Corp.)  
City of Vaughan**

York Region has now completed its review of the above noted draft plan of standard condominium prepared by Krcmar Surveyors Ltd., Job No. 17-111, dated February 16, 2024. The site is located on the east side of Jane Steet, south of Major Mackenzie Drive, on lands municipally known as 474 & 498 Caldari Road, 10 Abeja Street, and 9093, 9095, 9097 & 9099 Jane Street, in the City of Vaughan. The application will facilitate the development of three high-rise mixed-use towers with 831 residential units, 1,466m<sup>2</sup> of retail and community spaces, and 907 parking spaces, within a 0.79 ha site.

York Region has no objection to draft plan approval of the plan of condominium subject to the following conditions:

1. Prior to final approval, the Owner shall demonstrate that all conditions of the site plan approval issued under File number SP.19.V.0047 on February 2, 2023 have been complied with.
2. Prior to final approval, the Owner shall confirm that all of the works within the Regional right-of-way have been completed to the satisfaction of the Region or that the Region holds sufficient securities to cover the cost of any outstanding works. Should there be 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.



3. 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.
4. The Owner shall include the following clause in all Agreements of Purchase and Sale and/or Lease, Condominium Agreement and Condominium Declaration:

*“Despite the inclusion of noise attenuation features within the development area and within the individual building units, noise levels will continue to increase, occasionally interfering with some activities of the building's occupants.”*

5. The Condominium Agreement/Declaration shall contain the following clause or one similar in intent:

*“The Condominium shall maintain and repair all landscaping treatments and features situated within the York Region Landscape Area (including, without limitation, all hard and soft landscaping elements and the concrete planters), and to clean and remove all dirt, debris, snow, and ice from all portions of the York Region Landscape Area, as well as to replace all plants that have perished and regularly remove weeds therefrom and re-mulch the planters situated therein.”*

6. The Condominium Agreement/Declaration shall define the York Region Landscape Area as follows:

*“York Region Landscape Area” shall mean the area adjacent to Jane Street and Abeja Street between the property boundary and the edge of the municipal sidewalk, owned by The Regional Municipality of York, and accessible by the general public for pedestrian use, which include, but are not limited to, the daylight triangle in the north-east corner of Abeja Street and Jane Street, forming part of Block 8 on 65M-4805, containing various landscaping treatments and features (including, without limitation, hard and soft landscaping elements and concrete planters with plantings), and shall be insured, maintained, and/or repaired in accordance with the provisions set out in Subsections \*\*\* and \*\*\* of this declaration.*

7. The Condominium Agreement/Declaration shall contain the following clause:

*“The Corporation shall obtain and maintain commercial general liability insurance (for personal injury and property damage) with respect to the York Region Landscape Area in an amount not less than five million dollars (\$5,000,000.00) of coverage per occurrence (hereinafter referred to as the “York Region Landscape Area Insurance”), and which York Region Landscape Area Insurance shall name The Regional Municipality of York (hereinafter referred to as “York Region”) as an additional named insured and shall contain cross-liability and severability of interest endorsements, and shall include standard non-owned automobile liability and standard contractual liability coverage, and*

*shall provide for thirty (30) days' advance written notice to York Region in the event of the cancellation, change or amendment to such insurance coverage. The York Region Landscape Area Insurance shall be obtained from an insurance company licensed to transact business in the Province of Ontario and not otherwise excluded by York Region's Insurance and Risk Manager. The Condominium Corporation shall indemnify and save harmless each of the Declarant and York Region from and against all actions, causes of action, suits, claims, and other proceedings that may be brought against or made upon the Declarant and/or York Region, and from and against all loss, liability, judgement, costs, charges, demands, damages, or expenses that the Declarant and/or York Region may sustain or suffer, as a result of the failure of the Condominium Corporation to repair and maintain the York Region Landscape Area in accordance with the provisions of this declaration."*

We request a copy of the notice of decision, draft approved plan, and the conditions of draft approval should the plan be approved.

Should you have any questions regarding the above or the attached conditions please contact Justin Wong, Planner, at extension 71577 or through electronic mail at [Justin.Wong@york.ca](mailto:Justin.Wong@york.ca).

Yours truly,



Duncan MacAskill, M.C.I.P., R.P.P.  
Manager, Development Planning

JW/

**Canadian National Railway Company ('CN')**

Prior to final approval, the Owner shall satisfy the following conditions of CN:

1. The Owner agrees to enter into with Canadian National Railway Company ("CN") and register against title to the subject lands an agreement under the Industrial and Mining Lands Compensation Act, and to require installation and maintenance of the noise and vibration mitigation measures required by CN. The agreement shall be in CN's standard form.
2. The definition of "common elements" in the Condominium Declaration shall be defined such that (i) all noise mitigation measures that are part of or contained within that condominium development (with the exception of air conditioning units located in residential units) are part of the common elements and not part of any residential unit, and such that (ii) no owner of a residential unit shall be permitted to make any alterations to, or to damage, or to remove any such noise mitigation measures (and such that such provision can be enforced by the condominium corporation as against the owner of the particular residential unit), and (iii) without limiting the foregoing, any windows, doors, walls or other structures located behind an Enclosed Noise Buffer (as defined in Guideline NPC 300 of the Ontario Ministry of the Environment, Conservation and Parks) shall also form part of the common elements of the condominium corporation.
3. The Declaration shall also include the following clauses as a separate section:

Section \*\* - Canadian National Railway Agreement

- (a) Purchasers, owners and tenants of the Property are advised that the Property is subject to an agreement with Canadian National Railway Company dated September 23, 2019 (the "CN Agreement" or "Industrial Agreement"). The CN Agreement contains, inter alia, maintenance requirements for the sound attenuation materials on the Property; requirements for assumption of obligations of the owner of the Property; a release of Canadian National Railway Company for any existing or future claims; acknowledgment requirements for warning clauses; and obligations to obtain agreements from subsequent purchasers of Units in the Property.
- (b) The Corporation shall assume and comply with all requirements of the CN Agreement, including, without limitation, the maintenance, repair and replacement of all sound attenuation materials on the Property and within the Building. The foregoing shall be undertaken by the Corporation on behalf of all Owners and the costs of which shall form common expenses of the Corporation. The Corporation must enforce all obligations of Owners to repair and maintain such of the noise attenuation installations and materials that are located within the particular Unit, so that the general noise attenuation standards applicable to the Building continue to be met at all times.

- (c) Each Owner, tenant and occupant of the Property shall comply with the CN Agreement and the Corporation's requirements in respect of any matter arising from or relating to the CN Agreement, including, without limitation, execution of an agreement in the form prescribed by the CN Agreement.
- (d) The Corporation is authorized to enter into any one or more assumption agreements, covenants, undertakings, acknowledgments, releases or other documents required by or pursuant to the CN Agreement.
- (e) Pursuant to the CN Agreement, all persons presently having or who may in the future acquire any interest in the Owner's Lands (also referred to as the "Subject Lands") is hereby notified as follows:
  1. That Canadian National Railway Company (CN) is the owner of certain lands known as its McMillan Rail Yard (the "CN Lands"). The Subject Lands are located within the environmental influence area of the McMillan Rail Yard as a Class 3 Industrial Facility under the Ministry of Environment Guideline D. The CN Lands are now and will continue to be used for the present and future railway and trucking facilities and operations of CN on a continuous basis (24 hours of each day in each year) including, without limitation, the operation and idling of diesel locomotives and trucks with the generation of diesel fumes and odors, 24 hours a day artificial lighting of the CN Lands which may illuminate the sky, the loading, unloading and switching of rail cars containing bulk and other commodities including hazardous substances and/or goods containing the same, and the operation of various processes for the maintenance of rail equipment;
  2. That the use of such present and future railway and/or trucking facilities and operations may result in the discharge, emanation, emission, emptying, expelling, releasing or venting upon or other effect onto the Subject Lands at any time during the day or night of or by dust, smoke, fumes, odors and other gaseous and/or particulate matter, noise, vibration, electromagnetic interference ("EMI"), stray current and other sounds, light, liquids, solids and other emissions of every nature and kind whatsoever (herein collectively called the "Operational Emissions"), any or all of which may be annoying, unpleasant, intrusive or otherwise adversely affect the use and enjoyment of the Subject Lands or any part thereof notwithstanding the inclusion of features within the development of the Subject Lands which are intended to attenuate, lessen or otherwise minimize or eliminate the impact of the

Operational Emissions upon the use and enjoyment of the Subject Lands;

3. That CN, its operators, agents, occupants, customers, invitees, lessees and other licensees, will not be responsible for any complaints or claims by or on behalf of the owner and occupants of the Subject Lands from time to time arising from or out of or in any way in connection with the operation of the CN Lands and/or the Operational Emissions and any and all effects thereof upon the use and enjoyment of the Subject Lands or any part thereof, and whether arising from (i) the presently existing facilities and operations of CN, and its operators, agents, occupants, customers, invitees, lessees and other licensees, upon or from the CN Lands or from (ii) any and all future renovations, additions, expansions and other changes to such facilities and/or future expansions, extensions, increases, enlargements and other changes to such operations, which could include the acquisition of additional lands for the purpose of expanding the facilities and operations of CN in relation to the CN Lands;
4. That CN shall not be required to change any of its facilities or operations upon the CN Lands as a result of or in response to any such complaints or claims;
5. That CN may in the future renovate, add to, expand or otherwise change its facilities on the CN Lands and/or expand, extend, increase, enlarge or otherwise change its operations conducted upon the CN Lands;
6. Owners, tenants, guests and all other occupants, invitees and users of any portion of the Subject Lands and the Condominium or any part thereof may be required by Governmental Authorities to evacuate the Condominium and the Subject Lands by reason of a hazardous situation upon or an accidental release of hazardous substances from the CN Lands;
7. A permanent and perpetual easement or right and interest in the nature of a permanent and perpetual easement has been or will be granted to CN over, under, along and upon the whole of the Subject Lands and every part thereof for the purposes of permitting the Operational Emissions (the "Easement");
8. In accordance with the required restrictive covenant in favour of CN that will run with title to the Subject Lands and the Condominium units and form part of the Declaration, each owner and/or lessee of a unit with sealed inoperable exterior windows may not replace the

exterior sealed inoperable windows in such unit with windows that may open;

9. Within seven (7) days of registration of any Transfer of all or any portion of the Subject Lands in favour of any Purchaser or of a tenant occupying all or any portion of the Lands, the Purchaser and the tenant shall by written agreement under seal delivered to CN:
  - i. acknowledge that he/she has read and is aware of the above-noted and below-noted warning and indemnity clauses provided to him or her by the vendor in the purchase agreement, and of each of the Easement, and Industrial Agreement which will be or has been entered into between the Land Owner and CN, and which agreement will be or has been registered against title to and run(s) with the Subject Lands;
  - ii. agree to fully and forever release and discharge CN from any and all actions, causes of action, proceedings, claims and demands of every nature and kind whatsoever which such Purchaser or tenant has had, now has or may in the future have against CN at law or in equity and directly or indirectly, and from and against any and all liabilities, costs and expenses (including, without limitation, legal costs on a solicitor and his own client basis) of every nature and kind whatsoever which such Purchaser or tenant now has or may incur in the future, at law or in equity and directly or indirectly, whether arising from or out of or in any way in connection with the Operational Emissions which are in conformity with federal regulations governing same or certain Operational Emissions which are not in conformity with federal regulations governing the same, as more particularly described in any of the aforementioned Easement, and Industrial Agreement or both, any and all effects thereof upon the use and enjoyment of the Condominium and the Subject Lands or any part thereof;
  - iii. agree to jointly and severally indemnify and save CN harmless from and against any and all actions, causes of action, proceedings, claims, demands, liabilities, damages, costs and expenses (including, without limitation, legal costs on a solicitor and his own client basis) of every nature and kind whatsoever which may be made against or incurred by CN and arising at law or in equity and directly or indirectly from or out of or in any way in connection with one or more

of the Operational Emissions which are in conformity with federal regulations governing same and certain Operational Emissions which are not in conformity with federal regulations governing the same, as more particularly described in each of the aforementioned Easement, and Industrial Agreement, and any and all effects of both upon the use and enjoyment of any or all of the Condominium and the Subject Lands or any part thereof; and

- iv. the Purchaser agrees to obtain from any subsequent purchaser or transferee the above-noted acknowledgement, release and indemnity in favour of CN and to deliver same to CN upon request.
10. That an agreement under the Industrial and Mining Lands Compensation Act has been entered into between the Owner of the whole of the Subject Lands and CN releasing any right any owner may have now or in the future to sue CN, its customers, invitees, lessees and/or licensees for nuisance arising out of the operation of an activity at the CN Lands including any noise, vibration, light, dust, odour, particulate matter emanating therefrom;
  11. For units of buildings on the site that have unenclosed balconies, patios or terraces: Noise levels from CN's MacMillan Rail Yard on the CN Lands may exceed the maximum noise limits of Ontario Ministry of the Environment, Conservation and Parks -Ministry of the Environment and Climate Change ("MOECP") criteria as defined in Guideline NPC 300 of the Ontario Ministry of the Environment & Climate Change in any outdoor areas accessible from your unit. Such outdoor areas have not been designed to be used as Outdoor Living Areas as defined in Guideline NPC 300 of the Ontario Ministry of the Environment & Climate Change . Among other things, noise levels from activities from the CN MacMillan Rail Yard could potentially cause discomfort or annoyance and/or interrupt conversations in these outdoor areas.
  12. Purchasers/tenants are advised that certain noise attenuation measures are based on the assumption that windows and exterior doors are closed. This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed. The residential area has been designated Class 4 as defined by the Ministry of the Environment and Climate Change guidelines. There is no guarantee that such attenuation measures will adequately attenuate sound levels from the adjacent CN MacMillan Rail Yard.

4. The Declarant shall cause the Condominium Corporation to, and the Condominium Corporation shall, enter into an agreement with Canadian National Railway Company whereby the Condominium Corporation shall assume and covenant to comply with the CN Agreement and the requirements thereof in respect of all matters relating to or arising from the CN Agreement, including covenants not to alter or remove any noise mitigation elements or features without the prior consent of Canadian National Railway Company, all as further defined and required in Condition #3 above (being the Section titled "Canadian National Railway Agreement"), including, without limitation, the maintenance and repair of all noise, sound and other attenuation materials described in the CN Agreement, and not to alter or remove any noise mitigation elements or features without the prior consent of CN
5. The Condominium Agreement entered into between the City and the Owner shall include the requirement that the Condominium Corporation shall enforce all obligations of unit owners in such Condominium to repair and maintain such of the noise attenuation installations and materials that are located within the particular condominium unit, so that the general noise attenuation standards applicable to the condominium structure and lands continue to be met at all times. The Declaration for the condominium shall require unit owners to repair and maintain such of the noise attenuation installations and materials that are located within the particular condominium unit, so that the general noise attenuation standards applicable to the condominium structure and lands continue to be met at all times.
6. (a) The Condominium Agreement entered into between the City and the Owner shall include the requirement that the Declarant cause, within seven (7) days of registration of any transfer of all or any portion of the Subject Lands to which it is a party (including any condominium unit) in favour of any Purchaser or of a tenant occupying all or any portion of the Lands, the Purchaser or the tenant to execute and deliver to CN a written agreement under seal (the "Agreement") by which the Purchaser or the tenant (respectively):
  - (i) acknowledge that he/she has read and is aware of the above-noted and below-noted warning and indemnity clauses provided to him or her by the vendor in the purchase agreement, and of each of the Easement, and CN Agreement which will be or has been entered into between the land owner and CN, and which agreement will be or has been registered against title to and run(s) with the Subject Lands;
  - (ii) agree to fully and forever release and discharge CN from any and all actions, causes of action, proceedings, claims and demands of every nature and kind whatsoever which such Purchaser or tenant has had, now has or may in the future have against CN at law or in equity and directly or indirectly, and from and against any and all liabilities, costs and expenses (including, without limitation, legal costs on a solicitor and his own client



basis) of every nature and kind whatsoever which such Purchaser or tenant now has or may incur in the future, at law or in equity and directly or indirectly, whether arising from or out of or in any way in connection with the Operational Emissions which are in conformity with federal regulations governing same or certain Operational Emissions which are not in conformity with federal regulations governing the same, as more particularly described in any of the aforementioned Easement, and CN Agreement or both, any and all effects thereof upon the use and enjoyment of the Condominium and the Subject Lands or any part thereof; and

- (iii) agree to jointly and severally indemnify and save CN harmless from and against any and all actions, causes of action, proceedings, claims, demands, liabilities, damages, costs and expenses (including, without limitation, legal costs on a solicitor and his own client basis) of every nature and kind whatsoever which may be made against or incurred by CN and arising at law or in equity and directly or indirectly from or out of or in any way in connection with one or more of the Operational Emissions which are in conformity with federal regulations governing same and certain Operational Emissions which are not in conformity with federal regulations governing the same, as more particularly described in each of the aforementioned Easement, and Industrial Agreement, and any and all effects of both upon the use and enjoyment of any or all of the Condominium and the Subject Lands or any part thereof; and
- (iv) the Purchaser agrees to obtain from any subsequent purchaser or transferee the above-noted acknowledgement, release and indemnity in favour of CN and to deliver same to CN upon request.

(b) The Condominium Agreement entered into between the City and the Owner shall include the requirement that the Declarant cause the Condominium Declaration to include a provision that also obliges the condominium corporation to cause an Agreement to be executed and delivered to CN, as described and in the circumstances described in Condition 6(a) above.

7. The Owner shall pay CN its reasonable costs of reviewing the application and conditions of approval.
8. The Owner shall enter into a Condominium Agreement with the City of Vaughan to implement the CN Conditions listed herein. The Condominium Agreement shall require that it be registered on title and will not be cleared from title to remain on title in perpetuity.
9. The Owner shall agree in the Condominium Agreement that prior to the issuance of a building permit in respect of any residential building or units proposed to be constructed on the lands, written confirmation by an Acoustical Engineer shall be

submitted by the Owner to the City and to CN, that the builder's plans for such building shall incorporate mandatory air conditioning as the primary means of ventilation for all units and such other noise mitigation measures as are required in accordance with the CN Agreement dated September 23, 2019.

10. The Owner shall agree in the Condominium Agreement to include in all offers or agreements of purchase and sale or lease, respecting lands proposed for residential uses within the plan the warning clauses which are set out in Condition 3(e) above (the "Warning Clauses").
11. The Owner shall agree in the Condominium Agreement that the Warning Clauses shall also be included in any residential condominium disclosure statement applicable to the Owner's lands or any portion thereof.
12. The Owner shall agree in the Condominium Agreement that prior to any residential condominium unit(s) on the Lands receiving final inspection and release for occupancy, an Acoustical Engineer shall confirm that the residential unit(s) is in compliance with the certified plans and any conditions or requirements contained in the confirmations required pursuant to Condition 10. The Owner shall provide copies of this confirmation of compliance to CN upon request.
13. The Owner shall agree in the Condominium Agreement to include in all the Condominium Declarations created or registered respecting the Project Lands that each owner and/or lessee of a unit with sealed inoperable bedroom windows may not replace the exterior sealed inoperable windows in their unit with windows that may open.
14. Prior to the Deputy City Manager of Planning & Growth Management, or his designate, or the Local Planning Appeal Tribunal, as the case may be, signing the final plan, it is necessary that the City Planning Department first be advised by CN acting reasonably and in a timely fashion that the Applicant has satisfied the Conditions in numbers 1 through 13 above to CN's satisfaction. Ten calendar days after CN receives an executed copy of the Condominium Agreement, it will respond to a request by the City as to whether Conditions 1 through 13 above have been satisfied.