

**ATTACHMENT NO. 1**

**CONDITIONS OF DRAFT APPROVAL**

**DRAFT PLAN OF CONDOMINIUM (STANDARD) FILE 19CDM-19V008 (“THE PLAN”)**

**ROYAL 7 DEVELOPMENTS (“THE OWNER”)**

**BLOCK 28 AND PART OF BLOCKS 12, 13, 14, 15 AND 18 ON PLAN 65M-4490**

**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 PLAN OF CONDOMINIUM (STANDARD) FILE 19CDM-19V008, ARE AS FOLLOWS:**

City of Vaughan Conditions

1. The Final Plan shall relate to a Draft Plan of Condominium, prepared by Krcmar Surveyors Ltd, drawing file No. 00-202DC03a dated November 18, 2019.
2. Prior to the execution of the Condominium Agreement, the Owner shall submit a pre-registered Plan of Condominium to the Planning and Growth Management Portfolio, VMC Program.
3. Prior to final approval, 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 that may be outstanding as part of Site Development File DA.16.111.
4. The following provision(s) shall be included in the Condominium Agreement:
  - a) The Condominium Corporation shall be responsible to regularly clean and maintain all driveway catch basins.
  - b) Private garbage and recycling collection, snow removal and clearing shall be the responsibility of the Condominium Corporation.
  - c) The Owner and/or Condominium Corporation shall supply, install, and maintain mail equipment to the satisfaction of Canada Post.
  - d) Upon a successfully completed application, a site inspection, and the execution and registration of an agreement with the Vaughan Environmental Services Department, Solid Waste Management Division as determined by the City, the Condominium Corporation will be eligible for municipal waste collection services. Should the Condominium Corporation be deemed ineligible by Vaughan or choose not to enter into an agreement with Vaughan for municipal collection services, all waste collection services

shall be privately administered and shall be the responsibility of the Condominium Corporation.

- e) The Condominium Corporation shall be responsible for all required maintenance works and associated capital improvements for the walkways, which would include but is not limited to the site furnishing, pedestrian lighting, hardscape and associated landscape works. The Condominium Corporation is to perform regular maintenance to ensure that the pedestrian path of travel is accessible and safe for public use to the satisfaction of the City .
- f) Prior to the discharge of any water originating from a source other than the City's water supply, including water originating from groundwater accumulating or collected on private lands ("Private Groundwater") from the lands into the City's storm sewer system, the Owner shall obtain a Discharge Permit for Long-Term Ground Water Discharge ("Discharge Permit") from the City and install all works to carry out such discharge ("Discharge and Related Works") in accordance with the terms and conditions of the Discharge Permit, all to the City's satisfaction.
- g) The Owner and/or Condominium Corporation's right to discharge Private Groundwater from its lands into the City's sewer system is subject to the following conditions:
  - i) The Owner and/or Condominium Corporation is and continues to remain in good standing under this Agreement and the Discharge Permit, which includes but is not limited to the Owner and/or Condominium Corporation's satisfactory payment of any rate, charge, fee or fine due and owing to the City pursuant to any City enacted by-law; and
  - ii) The Discharge and Related Works shall be in compliance of all terms and conditions of this Agreement, the Discharge Permit and the Sewer Use By-Law 087-2016, as amended.

In the event of the Owner and/or Condominium Corporation's failure to comply with any of the above noted terms and conditions, the City shall immediately suspend, terminate or revoke any discharge privileges granted under this Agreement and the Discharge Permit.

- h) The Declaration shall require that the Budget for the common elements, and Notes to the Budget, include details regarding the nature and cost of the waste removal service and its implication on monthly fees paid by each unit owner. Buyers and all future buyers will be made aware of this service through the Condominium Declaration that is registered on title.

- i) The Declaration shall include the following statements:
  - i) The condominium development is to be maintained in accordance with the Approved Site Plan. The Condominium Corporation is responsible for maintaining the lands denoted in the Draft Plan of Condominium in this regard. Any alterations may require amendments to the Approved Site Plan and approval by the City;
  - ii) The Condominium Corporation, unit owners and occupants must comply with all provisions of the Zoning By-Law 1-88, as amended, applicable to the lands denoted on the Draft Plan of Condominium, pursuant to Section 34 of the *Planning Act*, or as varied, pursuant to Section 45 of the *Planning Act*;
  - iii) The Condominium Corporation is responsible for ensuring that construction anywhere within the common elements or units is authorized by the City and complies with the applicable provisions of the Ontario Building Code, in force from time to time and all applicable laws;
  - iv) All building facades are deemed to be common elements and are to remain consistent with the details of the Approved Site Plan;
  - v) The common elements (including all internal sidewalks) shall be maintained free and clear of any obstructions or encumbrances;
  - vi) All fire routes located within the condominium shall remain free and clear of any obstructions or encumbrances, including vehicles and outdoor storage;
  - vii) No outdoor storage shall be permitted on the lands denoted in the Draft Plan of Condominium, in accordance with Zoning By-Law 270-2004 and the Approved Site Plan;
- j) The Owner and/or Condominium Corporation shall include the following warning clauses in the Condominium Declaration and all Agreements of Purchase and Sale and confirm same to the City. Where such clauses have not been included in all Agreements of Purchase and Sale, the solicitor for the Declarant shall confirm that all purchasers have been advised of these clauses:
  - i) Purchasers/Tenants and unit owners are advised that the areas described as Unit 16 on Parking Level 1 and Units 58-77, both inclusive, and 209-228, both inclusive, on Parking Level 4 do not

meet the City of Vaughan's requirements for a standard sized parking unit in accordance with its By-law 1-88, as amended.

- ii) Purchasers and unit owners are advised that the required 130 parking spaces for the purposes of serving residential visitors and commercial uses for the lands denoted in the Draft Plan of Condominium are not located on the premises and do not form part of the common elements, but will be available as paid parking in an underground parking garage under the future public park located on the southwest corner of Maplecrete Road and the future Barnes Court extension. The 130 spaces are considered to be exclusive uses available to all unit owners, occupants and patrons within that garage. Purchasers and unit owners are further advised that on an interim basis, these 130 parking spaces will be available as paid parking located on the adjacent lands to the east (currently known as the Riviera Events & Convention Centre Inc) that are municipally known as 2800 Highway 7, until such time as that underground parking garage has been constructed.
  - iii) Purchasers/Tenants and unit owners are advised that the ground floor commercial units are freehold and are not part of the Condominium Corporation and are subject to reciprocal operation agreement(s) between the Condominium Corporation and Commercial Components related to matters including but not limited to easements, maintenance, repair and replacement of shared-facilities, cost-sharing and insurance.
5. Prior to final approval, the Condominium Agreement shall be registered on title against the lands to which it applies, at the cost of the Owner.
  6. Prior to final approval, the Owner shall submit an "as-built" survey to the satisfaction of the Building Standards Department.
  7. Prior to final approval, the Owner shall submit evidence that the Certificates of Official for approvals related to Consent to Sever Files B036/19 and B003/20 have been issued as they relate to the granting of easements in favour of the Condominium Lands over private Street 'B'.
  8. Prior to final approval, the Owner shall provide evidence that a Temporary Parking Agreement is entered into with the Owners of the Riviera Events and Convention Centre that is municipally known as 2800 Highway 7, to allow the use of its parking lot to accommodate 130 paid parking spaces for the purposes of exclusively serving the residential visitor and commercial uses of the lands denoted in the Draft Plan of Condominium on an interim basis, for a period of 21 years less a day or until such time that the ultimate parking spaces are provided at the underground

parking garage located at the southwest corner of Maplecrete Road and the future Barnes Court extension, whichever occurs first, to the satisfaction of the City.

9. Prior to final approval, a Section 119 restrictive covenant shall be registered on title to the underground parking garage for the purposes of limiting the term of any parking space rentals to a term of 24 hours or less and for restricting the use of the parking garage for any purposes other than a parking garage and controlling the duration of parking for a period of 999 years in favour of the City's Strata Park lands, to the satisfaction of the City.
10. Prior to final approval, the Owner and 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.
11. Prior to final approval, the Owner shall confirm to the Planning and Growth Management Portfolio, VMC Program that they have paid all taxes levied, all additional municipal levies, if applicable, development charges and all financial requirements of the lands denoted in the Draft Plan of Condominium as may be required by the Financial Planning and Development Finance Department. The Owner also certifies acknowledgement of responsibility for the payment of all taxes levied to date, both interim and final, and all taxes levied upon the land after execution of this Agreement, if required, until each unit covered under this Condominium Agreement is separately assessed.

York Region Conditions:

12. Prior to final approval, the Owner shall provide confirmation that all of the conditions of Site Plan Approval issued for the subject property on June 25, 2018 under Regional File No. SP-V-007-17 (SP.17.V.0186), have been satisfied.
13. Prior to final approval, the Owner shall demonstrate how the recommendations of the Traffic Demand Management Plan by Mark Engineering, dated April 2017, have been and will be implemented.
14. The Owner shall include the following clause in all Agreements of Purchase and sale and/or Lease, Condominium Agreement, Condominium Declaration:
  - a) 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.

Canada Post Conditions:

15. Prior to final approval, the Owner shall satisfy the following conditions of Canada Post:
  - a) The owner/developer will provide the building with its own centralized mail receiving facility. This lock-box assembly must be rear-loaded, adjacent to the main entrance and maintained by the owner/developer in order for Canada Post to provide mail service to the tenants/residents of this project. For any building where there are more than 100 units, a secure, rear-fed mailroom must be provided.
  - b) The owner/developer agrees to 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.

Bell Canada Conditions:

16. Prior to final approval, the Owner shall satisfy the following condition of Bell Canada:
  - a) The Owner shall indicate in the Agreement, in words satisfactory to Bell Canada, that it will grant to Bell Canada any easements that may be required, which may include a blanket easement, for communication/telecommunication infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements".

Canadian National Railway Conditions:

17. Prior to final approval, the Owner shall satisfy the following conditions of the Canadian National Railway:
  - a) The Owner covenants and agrees to include the following warning clause in all agreements of Purchase and Sale or Lease for each dwelling unit within 1000 metres of MacMillan Yard and/or the railway right-of-way:

“Warning: Canadian National Railway Company or their assigns or successors operate the MacMillan Yard within 1000m of the lands, including the possibility that the railways or their assigns or successors as aforesaid may expand their operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the

development and individual dwelling(s). Canadian National Railway will not be responsible for any complaints or claims arising from the use of such facilities and/or operations on, over or under the aforesaid yard, railway and/or right-of-way.”

- b) That prior to final plan approval of the plan of condominium, the Owner shall grant an environmental easement for operational noise and vibration emissions, and arrange to have this easement registered against the Owner’s property in favour of CN at its sole cost. The Owner shall pay CN’s costs in preparing and negotiating the easement.

Enbridge Gas Inc. Conditions:

- 18. Prior to final approval, the Owner shall satisfy the following condition of Enbridge Gas Inc.:
  - a) The applicant will provide all easement(s) to Enbridge Gas Inc. at no cost. In the event a pressure reducing regulator station is required, the applicant is to provide a 3 metre by 3 metre exclusive use location that cannot project into the municipal road allowance. The final size and location of the regulator station will be confirmed by Enbridge Gas Inc.’s Customer Connections department.

Clearances

- 19. The City of Vaughan Planning and Growth Management Portfolio, VMC Program shall advise that Conditions 1 to 11 have been satisfied.
- 20. York Region Community Planning and Development Services shall advise that conditions 12 to 14 have been satisfied.
- 21. Canada Post shall advise that condition 15 has been satisfied.
- 22. Bell Canada Services shall advise that condition 16 has been satisfied.
- 23. Canadian National Railway shall advise that condition 17 has been satisfied.
- 24. Enbridge Gas Inc. shall advise that condition 18 has been satisfied.