

ATTACHMENT NO. 1

CONDITIONS OF DRAFT APPROVAL

DRAFT PLAN OF CONDOMINIUM (STANDARD)

FILE 19CDM-20V001 ('PLAN')

1051727 ONTARIO LIMITED ('OWNER')

**PART OF LOT 5, CONCESSION 8 AND LOTS 3 AND 4 ON REGISTERED
PLAN 4066 AND PART OF LOTS 3, 4, 5, 6, 7, 8, AND 9 REGISTERED PLAN
3762 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-20V001, ARE AS FOLLOWS:**

City of Vaughan

1. The Plan shall relate to a Draft Plan of Condominium (Standard), prepared by KRCMAR Surveyors Ltd., drawing File No. 08-209DC01, dated December 19, 2019.
2. 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.
3. The Condominium Agreement shall be registered on title against the lands to which it applies at the cost of the Owner.
4. Prior to the registration of the Draft Plan of Condominium, the Owner shall provide documentation to demonstrate how Site Plan Agreement Conditions Nos. 17, 18, 19, 20, 22, 29, 34, 35 and 37 associated with Site Development File DA.14.046, have been satisfied to the satisfaction of the Development Engineering Department.
5. Prior to the execution of the Condominium Agreement, the Owner shall:
 - a) submit a preregistered Plan of Condominium to the satisfaction of the Development Planning Department.
 - b) Obtain approval from the Development Planning Department for Site Development File DA.20.021 to amend Site Development File DA.14.046 and enter into an amending Site Plan Agreement, as required.

6. The following provisions shall be included in the Condominium Agreement:
 - a) The Condominium Corporation shall be responsible to regularly clean and maintain all driveway catch basins;
 - b) 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 may be eligible for municipal waste collection services. Should the Condominium Corporation be deemed ineligible by the City or choose not to enter into an Agreement with the City for municipal collection service, all waste collection services shall be privately administered and shall be the responsibility of the Condominium Corporation.
 - c) snow removal and clearing shall be the responsibility of the Condominium Corporation
7. The Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale and/or Lease shall include the following as identified by the Site Plan Agreement for Site Development File DA.14.046:
 - a) Warning Clauses:
 - i. “If the development is determined ineligible for municipal waste pick-up by the Vaughan Environmental Services Department, Solid Waste Management Division, purchasers and/or tenants are advised that the development will not be served by municipal garbage pick-up/recycling and that such services will be privately administered by the Condominium Corporation.”
 - ii. “Purchasers and/or tenants are advised that the private road between Blocks A and C, containing the garbage pick-up facilities and ending in a dead end, may be extended upon the redevelopment of the lands to the west, known municipally as 5317 Highway 7, Vaughan, without further notice.”
 - iii. “Purchasers and/or tenants are advised that the private road and vehicular access to Highway 7 between Blocks A and B may be closed upon the development of the lands to the west and upon the

implementation of a vehicular and pedestrian connection to the lands to the west, known municipally as 5317 Highway 7, Vaughan.”

- iv. “Purchasers and/or tenants are advised that the garbage pick-up facilities between Blocks A and C may be relocated upon the redevelopment of the lands to the west, known municipally as 5317 Highway 7, Vaughan.”
 - v. “Purchasers and/or tenants are advised a future Site Plan application may be required for these lands when the lands known municipally as 5317 Highway 7, are developed, and a further requirement for a Letter of Credit may be required.”
- b) “The Owner and/or Condominium Corporation shall agree to grant an access easement, if required, over the proposed private driveway in favour of the property to the west (municipally known as 5317 Highway 7, Vaughan) for the purpose of providing pedestrian and vehicular access from the property to the west over the Subject Lands and to the public road network, in the event that the property to the west redevelops, to the satisfaction of the Vaughan Development Planning Department in conjunction with the Vaughan Development Engineering and York Region; and the Condominium Corporation and the land owner to the west (5317 Highway 7, Vaughan) shall enter into an agreement on terms satisfactory to each of them acting reasonably with respect to the costs of construction and maintenance of the road interconnection, and shall include, if required, any work to remediate the boulevard of Highway 7 if the access to Highway 7 is to be closed.”
- c) “The Owner/Condominium Corporation shall acknowledge and agree that if and when the lands to the west (municipally known as 5317 Highway 7, Vaughan) develop, that the works related to the proposed road interconnection of the Subject Lands and the adjacent property to the west may require a site plan revision for the Subject Lands, which may include, but is not limited to:
- i. Removal of the trees, landscape areas, and the temporary solid waste management facilities on the western portion of the proposed private road;

- ii. Design and construction of the private road connection between the two properties;
 - iii. Construction of a new solid waste facilities with associated landscape features, north of the site at the existing access on Highway 7;
 - iv. Closure of the existing access on Highway 7; and
 - v. The requirement to provide the City with a Letter of Credit as security to ensure the closure of the existing access onto Highway 7, if required.”
- d) “The Owner/Condominium Corporation agrees that the underground storage tank will be located on private property and maintained by the Owner/Condominium Corporation.”
8. Prior to final approval of the Draft Plan of Condominium, the Owner shall:
- a) Submit an "as-built" survey to the satisfaction of the Vaughan Building Standards Department
 - b) Confirm that they have paid all outstanding taxes, development charges and levies, as may be required to the satisfaction of the Vaughan Financial Planning and Development Finance Department

Canada Post

- 9. The Owner 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.
- 10. The Owner 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 grade communication vaults, landscaping enhancement (tree planting) and bus pads.
- 11. The Owner 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.
- 12. The Owner will agree to prepare and maintain an area 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.

13. The Owner will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy.

Region of York

14. Prior to final approval, the Owner shall:
 - a) Provide confirmation to the Region of York that all of the conditions of the Site Plan Agreement dated November 7, 2017 for the subject property under file number SP-V-023-12, have been satisfied;
 - b) Provide confirmation to the Region of York that the conditions required in Condition 19 of the Site Plan Agreement have been included in the Condominium Agreement, Condominium Declaration and all Agreements of Purchase and Sale or Leases;
 - c) Provide confirmation to the Region of York that the warning clauses required in Condition 22 of the Site Plan Agreement have been included in all offers of Purchase and Sale or Leases for all dwelling units;
 - d) Confirm that all of the works within the Highway 7 right-of-way have been completed to the satisfaction of the Region of York or that the Region of York 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;
 - e) Provide confirmation to the Region of York that all Transfers of Obligation have been completed where Regional Agreements require the responsibility to change from the Owner to the Condominium Corporation.
15. The Owner shall include in all Agreements of Purchase and Sale and/or Lease, Condominium Agreement, Condominium Declaration the following clause:

“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.”

Utilities

16. Prior to final approval, the Owner acknowledges and agrees to satisfy the requirements of the various utility companies including Alectra Utilities Corporation, Enbridge Gas Inc., Bell Canada, Hydro One and Rogers Communications. 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 existing utility facilities or easement(s) within the subject area, the Owner shall be responsible for the relocation of any such facilities or easement(s) at their own cost.

Clearances

17. The City of Vaughan Development Planning Department shall advise that Conditions 1 to 8 have been satisfied.
18. Canada Post shall advise the Development Planning Department in writing when Conditions 9 to 13 have been satisfied.
19. The Region of York shall advise the Development Planning Department in writing when Condition 14 and 15 have been satisfied.
20. The Utility Corporations shall advise the Development Planning Department in writing when Condition 16 has been satisfied.