

**ATTACHMENT NO. 1**

**CONDITIONS OF DRAFT APPROVAL**

**DRAFT PLAN OF CONDOMINIUM (STANDARD) FILE 19CDM-20V009 (“THE  
PLAN”)  
VMC RESIDENCES GP INC. AS A GENERAL PARTNER AND ON BEHALF OF VMC  
RESIDENCES LIMITED PARTNERSHIP (“THE OWNER”)  
5 BUTTERMILL AVENUE  
PART OF BLOCKS 80, 81, AND 82, REGISTERED PLAN 65M-2545  
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-20V009, ARE AS FOLLOWS:**

**City of Vaughan Conditions**

1. The Plan shall relate to a Draft Plan of Condominium, prepared by J.D Barnes Limited, drawing file No. 17-22-605-00(DP) dated September 21, 2020.
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. 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.17.014 and DA.20.057.
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.

5. 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 and their Solicitor and Land Surveyor shall confirm that all required easements and rights-of-way for utilities (Alectra Corporation Utilities, Rogers, Bell, Enbridge Gas Inc.), drainage and construction purposes have been granted to the appropriate authorities.
8. 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 this development 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:

9. The Owner shall include in all Agreements of Purchase and Sale and/or Lease, Condominium Agreement, Condominium Declaration the following clause with respect to the permanent easement across the Site:

“The purchaser and/or lessee specifically acknowledges and agrees that the proximity of the development to the VMC Transit Terminal operations and its construction may result in transmission of noise, vibration, electromagnetic interference, lighting glare, stray current, smoke, and particulate matter (collectively referred to as “interferences”) on and/or to the Development and despite the inclusion on control features within the Development, Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the occupants of the Development. Notwithstanding the above, the purchaser or lessee agrees to release and save harmless the Regional Municipality of York from all claims, losses, judgments or actions arising or resulting from any and all Interferences. The purchaser or lessee further acknowledges and agrees that an Interference clause similar to the one contained herein shall be inserted into any succeeding lease, sublease or sales agreement, and that this requirement shall be binding not only on the parties

hereto but also their respective successors and assigns and shall not die, or be null and void, with the closing of the transaction.”

Bell Canada Conditions:

10. The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.
11. The Owner agrees that 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.

Canada Post Conditions:

12. Prior to final approval, the Owner shall satisfy the following conditions of Canada Post:
  - a. The Owner/Developer 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;
  - b. The Builder/Owner/Developer 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 enhancements (tree planting) and bus pads;
  - c. The Owner/Developer 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;
  - d. The Owner/Developer will agree to prepare and maintain an area of compacted gravel 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;
  - e. The Owner/Developer will communicate to Canada Post the excavation date for the first foundation (or first phase) as well as the expected date of first occupancy;

13. The City of Vaughan Planning and Growth Management Portfolio, VMC Program shall advise that Conditions 1 to 8 have been satisfied.
14. York Region Community Planning and Development Services shall advise that Condition 9 has been satisfied.
15. Bell Canada shall advise the Vaughan Planning and Growth Management Portfolio, VMC Program that Conditions 10 and 11 have been satisfied.
16. Canada Post shall advise the Vaughan Planning and Growth Management Portfolio, VMC Program, that Condition 12 has been satisfied.