

The Corporation of the City of Richmond Hill

Schedule of Conditions

Draft Plan of Condominium
"Standard Condominium"

File 19CDM(R)-24005

METROVIEW DEVELOPMENTS (WESTWOOD) INC.

Part of Lot 38, Concession 1, W.Y.S.

City of Richmond Hill

City of Richmond Hill

Economic Development and Richmond Hill Centre

1. Approval shall relate to a draft Plan of Condominium prepared by Krcmar Surveyors Ltd., Project Number 17.024, dated February 2, 2024.
2. The Owner shall fulfill Site Plan provisions pertaining to a related Site Plan Agreement between the Owner and the City (File D06-12066) to the satisfaction of the Commissioner of Planning and Building Services, and shall agree that prior to final approval, the Site Plan Agreement shall be fully executed and registered by the City in the Land registry Office of the Land Titles Division of York Region.
3. The Owner shall enter into a Condominium Agreement, if required to do so by the City, which shall be registered on title and to the satisfaction of the City Solicitor, in priority to all other claims or interest.
4. The Owner shall submit Plans of Condominium pre-approved by the Land Registry Office, satisfactory to the City, prior to final approval of the Plan of Condominium.
5. Prior to final approval, the Owner shall, if required to do so by the City, submit to and obtain the approval of the City for the form and content of the Condominium Description and Declaration, and the Owner shall incorporate into the Plan and Declaration under Section 7 of the *Condominium Act, 1998, S.O. 1998, c. 19*, all right(s)-of-way and easements for vehicular and pedestrian access, on-site traffic circulation, private servicing, municipal servicing or utility servicing to the satisfaction of the City.

Building Division

6. Prior to final approval of the Plan, the Owner shall provide the City with evidence in the form of an Architect's Certificate or other certification, satisfactory to the City, stating that the building has been substantially completed to the extent that all boundaries of the units to be created have been constructed.
7. Prior to final approval of the Plan, the Owner shall provide the City with evidence in the form of an Ontario Land Surveyor's Certificate stating that all buildings have been located on the ground in accordance with the Site Plan contained in the said Site Plan Agreement between the Owner and the City dated April 8, 2021.
8. Prior to final approval of the Plan, the Owner shall have fully complied with any orders issued pursuant to the *Building Code Act, 1992, S.O. 1992, c. 23* and shall have completed all work necessary to correct any building deficiencies related to said orders to the satisfaction of the City.

Development Engineering Division

9. Prior to final approval of the Plan, the Owner shall provide the City with evidence in the form of Engineer's Certificate stating that all grading, drainage, above and below ground services, asphalt paving, concrete works, bike parking, bike repair stations and demarcation of parking spaces have been substantially completed in accordance with the plans and conditions in the said Site Plan Agreement. To guarantee completion of the aforesaid work, the letter of credit secured through the Site Plan Agreement will be kept in full force by the City.
10. The Owner shall file with the City, if required to do so by the City, certification from a Solicitor authorized to practice in the Province of Ontario that all necessary easements required to service the lands within the Plan and any adjoining lands (if such adjoining lands were, at any time, a single parcel of land with the lands within the Plan) for, but not limited to, access, pedestrian connections, vehicle parking, bike parking, bike repair stations, street lighting, water, sanitary sewer and storm sewer purposes, structural support grading, retaining walls, low impact development features, amenity areas, access and maintenance purposes, have been lawfully created or will be lawfully created upon the registration of the Declaration referred to in Condition 5.
11. The Owner shall include the following noise warning clauses in the Condominium Declaration as per the approved Detailed Noise Impact Study for the subject lands, by J.E. Coulter Associates Limited and dated July 29, 2019. The dwelling units included in the following noise warning clauses correspond to Draft Plan of Condominium, dated February 6, 2024.

Type A: (Exceedance of sound levels)

Purchasers/tenants of all dwelling units 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.

Type D: (Supply with central air conditioning system)

Purchasers/tenants of all dwellings units are advised that the 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 Municipality and the Ministry of the Environment, Conservation and Parks.

The Owner agrees that the ownership and future maintenance of any required acoustic fences/barriers for the subject property will be the sole responsibility of the condominium corporation as they will not be owned or maintained by the City.

12. The following clauses shall be inserted in all development agreements, offers to purchase, agreements of Purchase and Sale or Lease and in the Condominium Declaration:

“Warning: Metrolinx and its assigns and successors in interest has or have a right-of-way within 300 metres from the subject land. There may be alterations to or expansions of the rail or other transit facilities on such right-of-way in the future including the possibility that Metrolinx or any railway entering into an agreement with Metrolinx to use the right-of-way or their assigns or successors as aforesaid may expand or alter their operations, which expansion or alteration may affect the environment of the occupants in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual lots, blocks or units.”

“Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the land the subject hereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as aforesaid may expand its 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). CNR will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the aforesaid rights-of-way.”

Corporate and Financial Services Department

13. Prior to final approval, the Owner shall pay the applicable Release Fees to the satisfaction of the City.
14. Prior to final approval, the Owner shall pay any outstanding taxes owing to the City.
15. Prior to final approval, the Owner shall pay any outstanding Local Improvement charges owing against the subject lands.

Park and Natural Heritage Planning

16. The Owner shall agree within the condominium declaration to make provisions for the ongoing maintenance and replacement of all common element landscape areas landscaping.

Bell Canada

17. 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.
18. 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.

Regional Municipality of York

19. Prior to final approval, the Owner shall execute a Site Plan Agreement with the Region and the City of Richmond Hill and provide confirmation that all of the conditions of both the Site Plan Agreement and site plan approval issued for the subject property on May 4, 2020, under Regional File No. SP.12.R.0086, have been satisfied.
20. 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.
21. Prior to final approval, the Owner shall provide confirmation that all Transfers of Obligations have been completed where Regional Agreements require responsibility to change from the Owner to the Condominium Corporation.
22. The Condominium Agreement/Declaration shall define the **York Region Landscape Area** as follows:

“York Region Landscape Area” shall mean the area situated on the southwest corner of Yonge Street and Westwood Lane between the lot line and edge of York Region’s Yonge Street VIVA Rapidway streetscaping, owned by The Regional Municipality of York and accessible by the general public for pedestrian use, that includes Parts 5 and 6 on 65R-38148, and 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 this declaration.”

23. The Owner shall include in all Agreements of Purchase and Sale and/or Lease, Condominium Agreement, Condominium Declaration the following clauses:
- 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.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. As the site is within a Highly Vulnerable Aquifer (HVA), storage of bulk fuel ($\geq 2500L$) (e.g. fuel oil for backup generators, etc.) or bulk chemicals ($\geq 500L$) is not permitted without the approval of the York Region's Water Resources Group, which will require the submission of a Contaminant Management Plan for review and approval prior to granting permission.

Clearance Conditions

24. The City of Richmond Hill shall advise that Conditions 1 to 16 inclusive have been satisfied; the clearance letter shall contain a brief statement detailing how each condition has been met.
25. Bell Canada shall advise that Conditions 17 and 18 have been satisfied. The clearance letter shall include a brief statement detailing how each condition has been met.
26. The Regional Municipality of York shall advise that Conditions 19 to 23 have been satisfied. The clearance letter shall include a brief statement detailing how each condition has been met.

NOTE: Where final approval for registration has not been given within three (3) years after the date upon which approval to the proposed Plan of Condominium was given, The City of Richmond Hill may, in its discretion, and pursuant to the *Planning Act*, R.S.O. 1990, withdraw its approval to this proposed Plan of Condominium, unless approval has been sooner withdrawn, but The City of Richmond Hill may from time to time extend the duration of the approval.