

To: Committee of Adjustments City of Brampton
2 Wellington St W, Brampton, ON, L6Y 4R2

CC: coa@brampton.ca

DATE: October 10, 2024

RE: Adjacent Development Review: B-2024-0015, A-2024-0352
122-130 Main Street North, 6 and 7 Nelson Street East, 7 and 11 Church Street East, Brampton, ON
Minor Variance and Consent Application

Metrolinx is in receipt of the Consent and Minor Variance application for 122-130 Main St N, to sever the lands into two lots to establish the severed lot for future mixed-use 22-storey development and existing lot for a 35-storey mixed-use development. We understand the application is to be heard at Public Hearing on October 15th, 2024, at 9:30 AM. Metrolinx's comments on the subject application are noted below:

- The subject property is located within 300m of the CN Halton Subdivision which carries Metrolinx's Kitchener GO Train service.

GO/HEAVY-RAIL - CONDITIONS OF APPROVAL

- Be advised that Metrolinx is a stakeholder that has previously provided comments on the comprehensive development application, including the Site Plan Application (SPA-2021-0269) with comments dated August 15, 2024. Any comments/requirements previously provided by Metrolinx/our Technical Advisor would still be applicable.
- As per section 3.9 of the Federation of Canadian Municipalities and Railway Association of Canada's Guidelines for New Development in Proximity to Railway Operations, the Owner shall grant Metrolinx an environmental easement for operational emissions. The environmental easement provides clear notification to those who may acquire an interest in the subject property and reduces the potential for future land use conflicts. The environmental easement shall be registered on title of the subject property. A copy of the form of easement is included for the Owner's information. The applicant may contact Farah.Faroque@metrolinx.com with questions and to initiate the registration process. (It should be noted that the registration process can take up to 6 weeks).
 - We note that the easement is in progress with the proponents, however, remains outstanding for the Site Plan.
- The Proponent shall provide confirmation to Metrolinx, that the following warning clause has been inserted into all Development Agreements, Offers to Purchase, and Agreements of Purchase and Sale or Lease of each dwelling unit within 300 metres of the Railway Corridor:
 - **Warning:** Metrolinx and its assigns and successors in interest operate commuter transit service within 300 metres from the subject land. In addition to the current use of these lands, there may be alterations to or expansions of the rail and other facilities on such lands in the future including the possibility that Metrolinx or any railway entering into an agreement with Metrolinx or any railway assigns or successors as aforesaid may expand their operations, which expansion 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 units. Metrolinx will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under these lands.

Should you have any questions or concerns on the above, please contact Farah.Faroque@metrolinx.com.

Best Regards,
Farah Faroque
Project Analyst, Third Party Project Review
Metrolinx | 10 Bay Street | Toronto | Ontario | M5J 2S3
T: (437) 900-2291

Form of Easement

WHEREAS the Transferor is the owner of those lands legally described in the Properties section of the Transfer Easement to which this Schedule is attached (the “**Easement Lands**”).

IN CONSIDERATION OF the sum of TWO DOLLARS (\$2.00) and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Transferor, the Transferor transfers to the Transferee, and its successors and assigns, a permanent and perpetual non-exclusive easement or right and interest in the nature of a permanent and perpetual non-exclusive easement over, under, along and upon the whole of the Easement Lands and every part thereof for the purposes of discharging, emitting, releasing or venting thereon or otherwise affecting the Easement Lands at any time during the day or night (provided that doing so is not contrary to law applicable to Metrolinx) with noise, vibration and other sounds and emissions of every nature and kind whatsoever, including fumes, odours, dust, smoke, gaseous and particulate matter, electromagnetic interference and stray current but excluding spills, arising from or out of, or in connection with, any and all present and future railway or other transit facilities and operations upon the lands of the Transferee and including, without limitation, all such facilities and operations presently existing and all future renovations, additions, expansions and other changes to such facilities and all future expansions, extensions, increases, enlargement and other changes to such operations.

THIS Easement and all rights and obligations arising from the above easement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective officers, directors, shareholders, agents, employees, tenants, sub-tenants, customers, licensees and other operators, occupants and invitees and each of its or their respective heirs, executors, legal personal representatives, successors and assigns. The covenants and obligations of a party hereto, if such party comprises more than one person, shall be joint and several.

Easement in gross.