

**To:** Newmarket Committee of Adjustment - April 24, 2024, Hearing  
**From:** *Adjacent Developments GO Expansion & LRT - Third Party Projects Review - Metrolinx*  
*Adjacent Developments Subways - Third Party Projects Review - Metrolinx*  
**Date:** April 19<sup>th</sup>, 2024  
**Re:** **MV-2024-019 - 281 Main Street North, Newmarket**

---

Metrolinx is in receipt of the Minor Varaince application for 281 Main St N, Newmarket, to facilitate the construction of a townhouse development, in particular to permit a maximum of 19 townhouse units whereas the By-Law permit a max of 16 units. As well, to facilitate lot frontages of 4.3 m per unit whereas the By-law requires a minimum lot frontage of 5m per unit. Metrolinx's comments on the subject application are noted below:

- The subject property is located immediately adjacent to the Metrolinx Newmarket Subdivision which carries Metrolinx's Barie GO Train service.

Advisory Comments:

- Metrolinx is a stakeholder that is currently engaged in, and has provided comments on, the comprehensive application of the development including the Site Plan application (most recent being comments dated December 11, 2023).
- Any previous comments/requirements previously provided by Metrolinx and/or our Technical Advisor are still applicable.

Advisory Comments (Conditions to be Fulfilled Prior to Site Plan Approval):

- The following are items to address the current minor variance application. The applicant is advised that all other conditions/requirements/agreements related to the comprehensive application must also be fulfilled prior to approval of the Site Plan. Additionally, the Owner shall be responsible for all costs for the preparation and registration of agreements/undertakings/easements/warning clauses as determined appropriate by Metrolinx, to the satisfaction of Metrolinx.
- The proponent shall satisfy all Metrolinx rail safety requirements and the Owner shall enter into an "Adjacent Development Agreement" (ADA) with Metrolinx stipulating how applicable concerns will be addressed. The agreement will include an environmental easement for operational emissions, to be registered on title against all residential dwellings within 300 metres of the rail corridor and in favour of Metrolinx.
  - As part of the ADA, the Owner shall grant Metrolinx an environmental easement for operational emissions, which is to be registered on title for all uses within 300 metres of the rail right-of-way. Included is a copy of the form of easement that is contained in the ADA for the Proponent's information. Registration of the easement will be required prior to clearance of Site Plan Approval. (It should be noted that the registration process can take up to 6 weeks).
  - Any approved changes of the design, based on this variance application, shall be appropriately reflected in the ongoing Adjacent Development Agreement.



- 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 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.

Should you have any questions or concerns, please do not hesitate to contact me.

Best regards,  
Farah Faroque  
Project Analyst, Third Party Projects Review  
Metrolinx  
10 Bay Street | Toronto | Ontario | M5J 2N8

## 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.