MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
30th Floor - 360 Main Street
Winnipeg, MB R3C 4G1
T: (204) 957-0050
F: (204) 957-0840

John B. Martens*
*** services provided by**
J B Martens Law Corporation
Direct Line: (204) 957-4856
Fax: (204) 957-4426
E-mail: jmartens@mltaikins.com

Agnes Tolka
Legal Assistant
Direct Line: (204) 957-4727
E-mail: atolka@mltaikins.com

October 19, 2021

VIA E-MAIL ONLY

City of Winnipeg
City Clerk's Department
Susan A. Thompson Building
510 Main Street
Winnipeg, MB R3B 1B9

Attention: Mr. Andrew Poitras

Dear Sir:

Re: Plan Approval 21-117379 - 920 Jefferson Ave, Winnipeg DAZ 322/79
October 20, 2021 Executive Policy Committee Meeting

Our File No.: 0055736-00007

This is further to the Notice of Appeal of the Applicant submitted September 28, 2021. We are legal counsel assisting the Applicant in this matter. We plan to attend with the Applicant to speak in support of the Appeal for Plan Approval at 920 Jefferson Avenue (Item #1 on the Agenda).

We write to confirm that the relevant Record of the submissions of the Applicant and Letters from the City of Winnipeg Legal Department are before the Executive Policy Committee, and therefore attach the following communications:

- Letter dated May 27, 2021 to Ms. Rentz of Legal Services (with Appendices) – Tab 1;
- Letter dated June 1, 2021 from Ms. Rentz to Ginakes Law Office – Tab 2;
- Letter dated September 10, 2021 to the Standing Policy Committee (SPC) – Tab 3.

The City of Winnipeg By-law No. 104/2020 (the "*Development Procedures By-law*") Part 10 provides for Site Plan Approval by submittal of site plans showing the location and design of site features. In consultation with the City, the Applicant submitted (and revised) site plans for the subject development. The Planning, Property and Development Department (as detailed in the Administrative Report) are in support of Plan Approval based on the submitted plans. The development does not require any variances or changes to land use and is consistent with the Complete Communities Direction Strategy.

In the September 10, 2021 letter to the SPC, the Applicant gave notice to the SPC that a Notice of Application had been commenced by a neighboring property owner/operator. The Notice of Application is proceeding in Court based on agreed upon timelines and is scheduled to be heard by a Judge in February 2022. The City is not a party to the Notice of Application. A Judge will make a decision concerning the relief claimed between the private parties.

The granting of Plan Approval will not result in the Applicant immediately commencing construction. The agreement between the parties to the Notice of Application includes that, if the Applicant intends to proceed with construction, it will provide 30 days' advance notice to the neighboring property owner/operator. At this time, even if Plan Approval is allowed, the Applicant does not intend to exercise the 30 day notice but rather have the Notice of Application heard by a Judge pursuant to the schedule that was agreed upon by the parties. The Notice of Application ought not to impact upon the decision by this Committee concerning the issuance of Plan Approval.

It is therefore respectfully submitted that the EPC allow the appeal and grant Plan Approval.

We look forward to appearing before the EPC to address any questions.

Yours truly,

MLT AIKINS LLP

Per: John B. Martens

JBM:at

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J B Martens Law Corporation
Direct Line: (204) 957-4856
Fax: (204) 957-4426
E-mail: jmartens@mltaikins.com

Agnes Tolka
Legal Assistant
Direct Line: (204) 957-4727
E-mail: atolka@mltaikins.com

May 27, 2021

City of Winnipeg
Legal Services
3rd Floor – 185 King Street
Winnipeg, MB R3B 1J1

Attention: Ms. Sarah Rentz *via e-mail only*

Dear Ms. Rentz:

Re: Plan Approval 21-117379 – 920 Jefferson Avenue, Winnipeg DAZ 322/79
File No.: 0055736-00007

We write further to the Plan Approval application for 920 Jefferson Avenue, Winnipeg (DAZ 322/79) (the "*Application*"). The Application was filed by Nejmark Architects (the "*Applicant*") on behalf of the owner, Snowcat Property Holdings Limited ("*Owner*").

We are local counsel for the *Owner* and are writing to you as the counsel for the City of Winnipeg (the "*City*"), and specifically as the City Solicitor for the Planning, Property and Development Department ("*PPD*"), and the City Solicitor scheduled to appear at the next regular meeting of the Standing Policy Committee on Property and Development, Heritage and Downtown Development ("*SPC*").

Background

The Owner is the registered owner of the properties legally described as Lot 1/2 Plan 15894 6 K OTM. It acquired the properties in 2013 (the "*Property*").

The *Property* is located on the south side of Jefferson Avenue and the west side on McPhillips Street. It is zoned C3 commercial corridor and is approximately 7 acres in size. The portion of the land proposed for development, as identified in the *Application,* is approximately 10,000 square feet.

The *Property* is currently comprised of a FreshCo Supermarket, a vacant commercial retail unit (inside the Supermarket), a gas station, and large surface parking area.

The *Applicant* first canvassed the proposed development with the *City* in January, 2021, and met with the Zoning Officer on or about January 28, 2021. On or about February 12, 2021 the *Applicant* submitted the *Application.* On March 5, 2021, based on comments from the *City*, the

Applicant revised the plans to provide for an angled orientation of the drive-through to facilitate pick-up window access.

The *Application* was first scheduled for March 8, 2021 before the Lord Selkirk – West Kildonan Community Committee (the "*Committee*"). Based on the requested plan revisions, the matter was adjourned. On or about April 5, 2021 the drawings were re-submitted. The *Application* was re-scheduled for the April 13, 2021 *Committee* meeting.

In the late evening on April 12, 2021 Mr. Peter Ginakes submitted a communication to the *Committee*. Mr. Ginakes' communication advised, among other things, that he is the representative of the owners of 1970 McPhillips St. occupied by the Thunderbird Restaurant (the "*Thunderbird Property*"). Mr. Ginakes also advised that, in the past, the owner of the *Thunderbird Property* leased portions of the adjacent parking lot, but did not have the details of the dimensions. He stated that this "awkward" arrangement was one involving leases and agreements reached 62 years ago for the development of the lands, which agreements bind the *City* and the landowners. Mr. Ginakes advised that Councilor Sharma had asked him to provide the information to the *Committee* for consideration at the April 13, 2021 meeting, but that he disagreed that the matter could be considered, and "strongly" suggested that the item not be tabled for discussion. He alleged that the *City* is "bound" by the previous agreements and "lacks the jurisdiction" to discuss the proposal before the "contract" matters he raised were addressed. Finally he advised that a "brief" delay to address the issues was "absolutely mandated by the principles of administrative law and fairness", and that proceeding would constitute a "grave procedural error and taint any further processes" before the *Committee*.

On April 13, 2021 the *Committee* adjourned the matter based on Mr. Ginakes' communication.

Thereafter, by letter dated May 3, 2021 our office submitted a communication to the *Committee* (attached as Appendix "A" to this letter). The letter describes the position of the *Owner* and *Applicant* that the communication from Mr. Ginakes should not further delay the *Application,* and disputing the allegations made by Mr. Ginakes.

On May 4, 2021 Ms. Lim of Threshold Planning Studio Inc. submitted a lengthy communication to the *Committee* on behalf of Mr. Ginakes. The communication is replete with allegations made against the *City*. In short, the communication repeats Mr. Ginakes submissions in respect of agreements with the City and adjacent landowners, and adds an allegation of a "prescriptive easement" in combination with the agreements. The communication advised that the City initially agreed to a meeting, but then "revoked" the meeting such that the *Application* should once again be laid over, raising issues of procedural unfairness and vague breaches of jurisdictional principles.

On May 5, 2021 the *Application* came before the *Committee.* Rather than considering the *Application,* the *Committee* referred the matter to the *SPC*, citing subsection 15(1) and section 58 of the Development Procedures By-Law No. 104/2020 (the "*Development Procedures By-Law*"). Subsection 15(1) provides that the *Committee* was to have made a decision at the May 5, 2021

meeting on the *Application*. Subsection 15(3) provides that if a decision is not made, the matter is to be adjourned to *SPC*. Section 58 provides that section 15 applies, with necessary changes, to Part 10 – Site Plan Approval.

As a result of the *Committee's* referral, the *Application* was placed on the agenda for the *SPC* meeting on May 11, 2021. The *Owner* and *Applicant* registered delegations to speak to the *Application* on May 11, 2021, and re-filed copies of the plans.

Despite the public decision from the *Committee* on May 5, 2011 that the matter would be placed before *SPC*, on Friday, May 7, 2011 Mr. Ginakes provided a further communication to the *City* advising that it "came to his attention" the day before that the matter had been scheduled for May 11, 2021 but that the professionals he had retained were not available for the meeting. He requested that the *Application* be adjourned to "another PP&D Committee meeting" and to "advise what dates are available". The communication did not indicate that Mr. Ginakes himself was unavailable for the *SPC* meeting.

The Owner and Applicant attended the *SPC* meeting on May 11, 2021. *SPC* heard the delegations in support of the *Application* however, when the *Application* came forward, the *SPC* laid the matter over, to give those in opposition (namely Mr. Ginakes) an opportunity to make submissions.

We understand that the next *SPC* meeting is scheduled for June 8, 2021.

The *Application* Must Proceed For Approval

The Development Procedures By-law

The *Application* has been unreasonably and unjustifiably delayed.

Part 10 of the *Development Procedures By-law* provides for Site Plan Approval of a development. Plan Approval involves the consideration, by the "approving authority", of the site plans showing the location and design of the site features. This could include building and structures, parking areas, accesses, walkways, fencing, signs and the like. To be clear, Plan Approval does not involve a public hearing as contemplated by the *City's* by-laws. However, even if it did, public hearings have applicable rules and restrictions upon those appearing in favour of, or in opposition to, a development, including as contained in Part 3 of the *Development Procedures By-law*.

The manner by which Mr. Ginakes has made "submissions" is not contemplated in the *Development Procedures By-law*, and for good reason. His submissions have resulted in three adjournments of the *Application* – adjournments that would be unsupportable in a public hearing process. Mr. Ginakes makes lengthy submissions concerning procedural fairness but the party that is being deprived of procedural fairness in this matter is the *Owner*, who in our view, is the only party contemplated as being owed any duty of procedural fairness on Plan Approval.

There is no reason for the Plan Approval *Application* to be further delayed.

The Application Complies with all Plan Approval Requirements

As determined by the Winnipeg Public Service Report, the Owner's *Application* complies with all Plan Approval requirements. The development will convert a surface parking lot into a new and exciting retail building, cognizant of pedestrian access. The building, landscaping, fencing, and drive-through have all been designed in consultation with the *City.* The development is considered generally consistent with *Complete Communities*, and does not require re-zoning or variances. The development will revitalize the location, add to the tax base, create jobs, and comes at a time when the City is looking towards much needed economic recovery in face of the challenges arising from the COVID-19 pandemic.

The Application must not be further delayed by Mr. Ginakes' allegations

The delays arising from Mr. Ginakes' submissions must not be further tolerated by the *City*.

By our letter dated May 3, 2021 the *Owner* provided its position in response to Mr. Ginakes' allegations of an agreement and/or lease dating back years entered into between the *City* and previous landowners. In short, nothing is registered on title to the *Property* (or the *Thunderbird Property*) and there are no restrictions preventing the development. The alleged agreement or lease, whether it existed or not, and what terms it may have contained (or not), does not prevent the *City* from considering and approving the *Application*.

Ms. Lim's submission dated May 4, 2021 thereafter alleged, on behalf of Mr. Ginakes, agreements in combination with a "prescriptive easement". This similarly does nothing to prevent the *City* from considering and approving the *Application.* There are no such registrations on title to the *Property*, no such restrictions in the Zoning Agreement, and no declaration has been made in respect of the alleged prescriptive easement by a Court. Allegations of a combination of unregistered agreements, leases, and a prescriptive easement are not issues to be considered by the *Committee* or *SPC.* Even if they were, it is the Owner's position that Mr. Ginakes' allegations are fundamentally flawed. His submissions have evolved from issues of safety access, to agreements/leases purporting to restrict development (which would be in contravention of *The Real Property Act* and the *City's Charter*) to a prescriptive easement. Briefly, in respect of the "prescriptive easement" the party alleging such a right has the onus to establish all requirements at law are proven, and must be accepted by a Court. The legal requirements include, but are not limited to, establishing that the specific alleged rights are capable of forming an easement recognized at law, and establishing that any use has not been obtained by permission or agreement. Mr. Ginakes' submissions are therefore in and of themselves inherently contradictory – alleging both agreements / leases / permission, and a prescriptive easement. Further, any use of the area over which a prescriptive easement is claimed must have been uninterrupted. As recognized by the planner, and as evident from public sources such as a "Google Maps" search of the subject *Property*, a greenhouse and associated storage has been located on the same site as the proposed

development for years. In fact, it is the information of the Owner that the greenhouse has been located in the same area from early May through to the end of July for approximately 36 years. The annual greenhouse development is in addition to the plainly visible longstanding wood and metal fencing blocking access between the properties. To supplement the previously submitted plans, and in the event the *City* wish to consider them, the *Applicant* has filed (with the *City* Clerk) example screenshots from Google Maps showing the greenhouse. The screenshots are also attached as Appendix "B" to this letter. However, as acknowledged by Ms. Lim's submission dated May 4, 2021 on behalf of Mr. Ginakes, ultimately any allegations would have to be weighed and decided by a Judge. Accordingly, the *Owner* repeats that Plan Approval is neither the time nor the place for such considerations.

In addition to raising issues irrelevant to Plan Approval, the submissions that have been allowed to be made, delaying the *Application,* serve to create a dangerous and undesirable precedent for development within the *City*. The submissions, have resulted in months of unjustified delay, and have pushed the development from the prime construction season. Such repeated submissions and delays would not be permitted in a public hearing process and should certainly not be permitted to delay Plan Approval.

The SPC Meeting scheduled for June 8, 2021

The *Owner* expects that the *Application* will be considered and decided at the June 8, 2021 *SPC* Meeting. The *Application* complies with all requirements for Plan Approval, and must not be further adjourned. Additional delays may force the *Owner* to consider such other remedies as may be available to it at law, including *mandamus*. We trust that this will be unnecessary, and the *Owner* looks forward to working cooperatively with the *City* to ensure this exciting development proceeds on a timely basis, for the benefit of all involved, including the area residents.

The *Owner* and *Applicant* remain available to answer any questions and participate in any further consultations with *PPD* and the *City* leading up to the *SPC* Meeting, if necessary.

Yours truly,

MLT AIKINS LLP

Per:
John B. Martens

JBM:at

cc: Kevin Pritchard (representative of *Owner*)
Tat Cheam / Ashley Martens (*Applicant*)

Appendix "A"

MLT AIKINS

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30th Floor - 360 Main Street
Winnipeg, MB R3C 4G1
T: (204) 957-0050
F: (204) 957-0840

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*** services provided by**
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Direct Line: (204) 957-4856
Fax: (204) 957-4426
E-mail: jmartens@mltaikins.com

Agnes Tolka
Legal Assistant
Direct Line: (204) 957-4727
E-mail: atolka@mltaikins.com

May 3, 2021

Mr. Pieter Prinsloo (Senior City Clerk),
Councilor Devi Sharma,
Councilor Ross Eadie,
Councilor Vivian Santos,
City Hall – City Clerk's Department
510 Main Street
Winnipeg, MB R3B 1B9

via e-mail only

Dear Mesdames and Sirs:

Re: Plan Approval 21-117379 – 920 Jefferson Avenue, Winnipeg
DAZ 322/79
Our File No.: 0055736-00007

We are counsel for Snowcat Property Holdings Limited, the Owner of the property located at 920 Jefferson Avenue in Winnipeg (the "Property"). Nejmark Architect is the Applicant and represents the Owner for the purposes of the above noted Plan Approval.

The Plan Approval for the Property was initially scheduled for Tuesday, April 13, 2021. The Administrative Report, after reviewing the Owner's proposed development, recommends approval of the submitted plans. As detailed in the report, the Owner and Applicant have worked collaboratively with the Urban Planning & Design Division for the proposed plans.

We understand that late evening on Monday, April 12, 2021, a communication was submitted by Mr. Peter Ginakes with an enclosed letter authored by Mr. Edward Rodzen of Lindex Properties Inc. (the "Letters") such that the Plan Approval was laid over to the meeting on May 5, 2021.

We write on behalf of the Owner to express serious concerns with the Letters.

The Owner became the registered owner of the Property, comprised of two titles, on November 12, 2013. At the same time, a Mortgage was accepted on title in favour of The Toronto-Dominion Bank (the "Mortgage"). Prior to the Owner, the Property was registered to Canada Safeway Limited. As acknowledged by the Letters, prior to Safeway acquiring the Property more than 40 years ago, the Property was owned by others.

In Manitoba, *The Real Property Act* (the "*Act*"), among other statutes, governs land ownership and rights. The objects of the *Act* are to *"simplify the title to land, to give certainty thereto, to facilitate the proof thereof, and to expedite dealings therewith".*

Section 59(1) of the *Act* provides for the "indefeasibility of title" in Manitoba; that is, a certificate of title is conclusive evidence, in law and equity, that the person or entity named in the certificate owns the land or interest named in the certificate, subject only to legislated exceptions, and any registrations on title. The provision reads:

> **Conclusive evidence — title paramount (indefeasible)**
>
> **59(1)** Every certificate of title or registered instrument, as long as it remains in force and is not cancelled or discharged, is conclusive evidence at law and in equity, as against the Crown and all persons, that the owner is indefeasibly entitled to the land or the interest specified in the title or instrument.

Without such clarity, the Torrens system in Manitoba would be impermissibly subject to precisely what is being alleged by the Letters; vague assertions of an "informal" verbal agreement / lease / development agreement purportedly impacting upon the interest in, and rights relating to, the Property and its development. Giving any weight in Manitoba to assertions of 60 year old "verbal agreements" that are unregistered on land would create uncertainty for financing and the registration of security documentation such as the Mortgage.

In the City of Winnipeg, the *Charter* expressly provides under Section 240 that the City has the authority to require a development agreement (and in respect of this Property required a Zoning Agreement). Development agreements may be registered in the Land Titles Office system and, if registered, pursuant to section 240(3) are binding on successors. No development agreement contemplating the asserted "verbal agreement" exists on title to the Property. In the same manner as the Land Titles Office must remain reliable, development within the City of Winnipeg must remain reliable and certain. Allegations of verbal agreements purporting to restrict the development of land in the City of Winnipeg, particularly when over the years the lands have been sold and acquired based upon registered restrictions, cannot be allowed; it would create significant uncertainty and risk for land development within the City.

Based on the above, it is respectfully submitted that this Committee proceed to Plan Approval in the normal course. As the Administrative Report considered, and as recommended by Urban Planning and Design, the submitted plans are consistent with the Complete Communities Direction Strategy, and do not require any variances or changes to land use to enable the proposed development. These are the only relevant considerations for Plan Approval. With all due respect to the Letters, there are no "jurisdictional" issues to be considered, and even if there were (which is denied), Plan Approval is not the appropriate time or place for such issues to be considered.

Even if the Committee wished to consider the Letters, numerous concerns arise based on their content, including that:

- It is the Owner's position that the alleged verbal agreement even if it existed (which is denied), is unclear, vague, and unenforceable at law against the Property;
- The Property has transferred ownership at least three times since the alleged verbal agreement. If there were any rights at all in relation to a verbal agreement (which is denied) such rights would have been extinguished over the 60 or more years by the transfers and use of the Property;
- According to the Letters, the property upon which the Thunderbird Restaurant is located was sold sometime after the alleged verbal agreement / lease, such that the owners of that property are similarly not the same parties to the alleged verbal agreement;
- According to the Letters, the owners of the Thunderbird Restaurant "complained" to the City more than 40 years ago about an alleged "breach" of the verbal agreements. As a result, the owners of the Thunderbird have apparently known about this alleged issue for over 40 years yet have taken no steps to prove or formalize their allegations. Even if such a verbal agreement existed (which is denied), the owners of the Thunderbird Restaurant, through their unreasonable and lengthy delay, ought to be disentitled to any rights against the Property (if any existed);
- No caveat, notice, or other document relating to the alleged verbal agreement is registered on title to the Property; and
- The Zoning Agreement Caveat registered in 1981 by the City, relied upon by all parties since, makes no reference to any agreement or lease with the Thunderbird Restaurant.

Accordingly, we urge the Committee to disregard the allegations in the Letters as unproven, and irrelevant to the issues for consideration. The Letters should not further delay Plan Approval.

We appreciate the Committee's consideration of this submission on behalf of the Owner.

Yours truly,

MLT AIKINS LLP

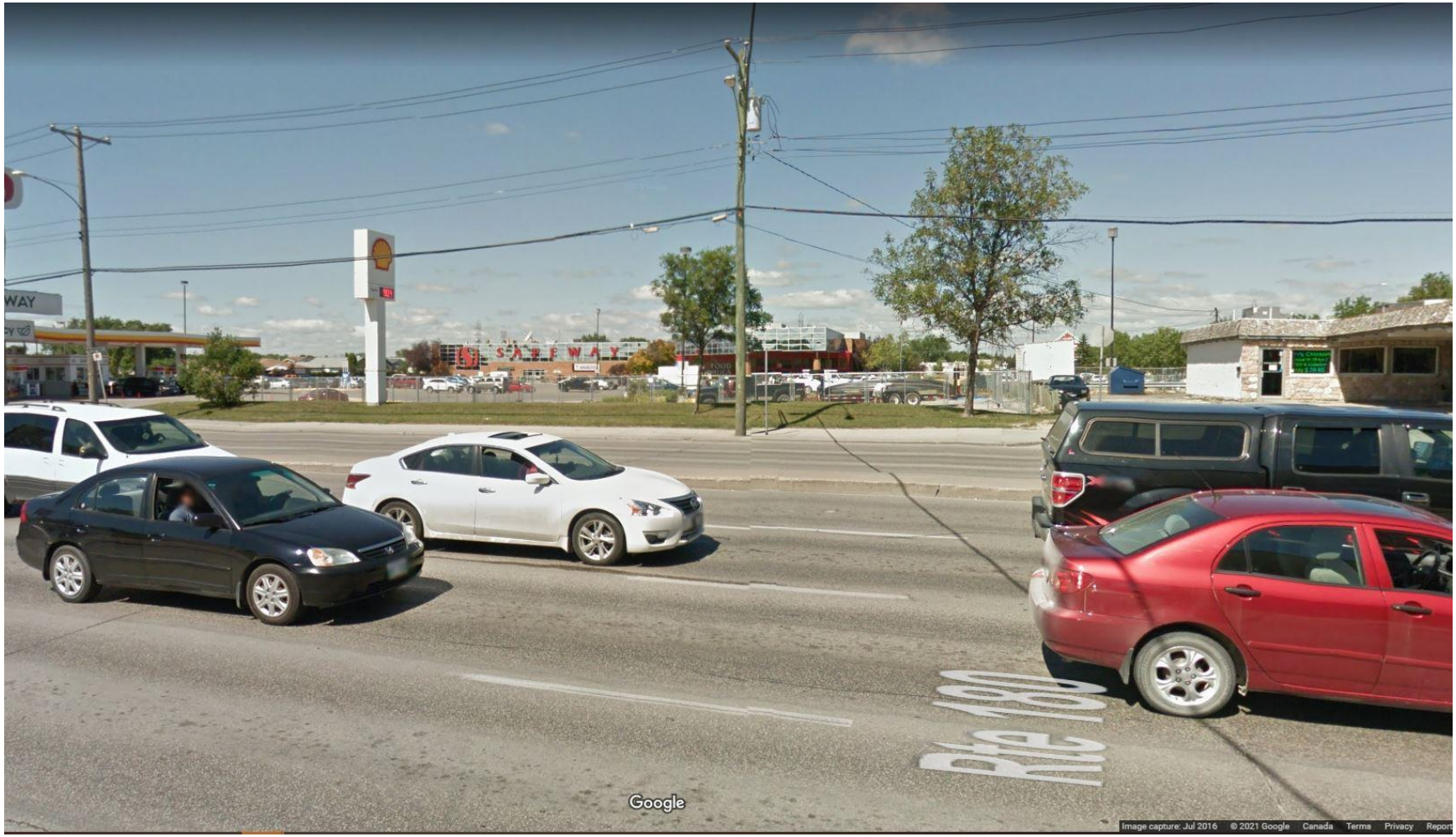
Per:
John B. Martens

JBM:at

cc: Mr. Rakvinder Hayer (District Planner – Lord Selkirk West Kildonan) *via email only*
Mr. Kevin Pritchard (Snowcat Property Holdings Limited) *via email only*
Mr. Fred Santini (Snowcat Property Holdings Limited) *via email only*

Appendix "B"


SAFEWAY
GARDEN CENTRE
Google
Image capture: May 2014 © 2021 Google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FRESH CO
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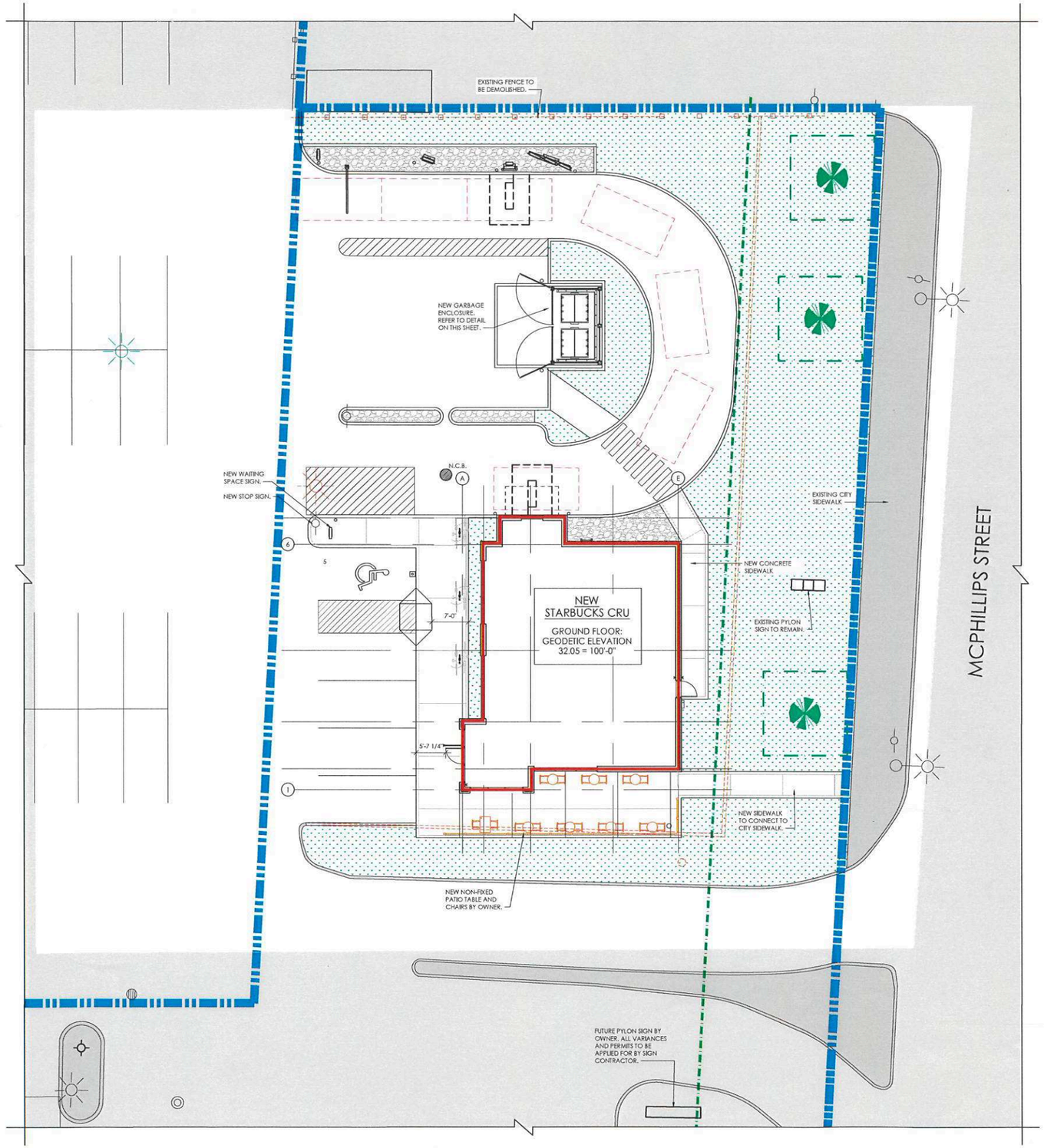


N

1 / 1.0 | 1.0 SITE PLAN
SCALE: 3/32" = 1'-0"

SITE ZONING INFORMATION

ADDRESS
920 JEFFERSON AVENUE

LEGAL DESCRIPTION
LOT 2, PLAN 15894 WLTO
IN O.T.M., LOT 6, PARISH OF KILDONAN
CITY OF WINNIPEG, MANITOBA

SITE AREA
6.17 ACRES

SITE ZONING
ZONING: C3 - COMMERCIAL CORRIDOR

DIM. STANDARDS	REQ.	PROVIDED
FRONT YARD	25 FT	25 FT
REAR YARD	25 FT	EXISTING
INTERIOR SIDE YARD	0 FT	EXISTING
CORNER SIDE YARD	25 FT	EXISTING
BUILDING HEIGHT	49 FT	22 FT
FLOOR AREA RATIO	1.5	0.21

BUILDING FOOTPRINT
EXISTING FRESHCO: 55,300 FT²
NEW STARBUCKS CRU: 1,800 FT²

PARKING	REQ.	PROVIDED
SITE TOTAL	237	399
ACCESSIBLE	7	8
BICYCLE (STARBUCKS)	1	6

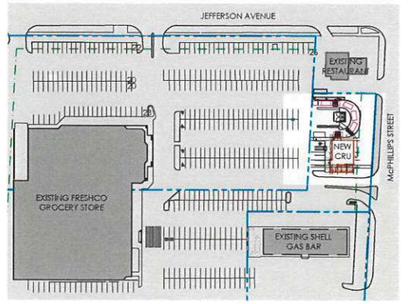
SUPERMARKET: 1/250 FT² = 222 STALLS
EATING AND DRINKING ESTABLISHMENT: 1/150 FT² = 13 STALLS
GAS BAR: 1 (UNDER 2000 FT²) + 1 PER 3 EMPLOYEES = 2 STALLS

GENERAL NOTES:

1. ALL CURBING TO BE DEEP CURBING UNLESS NOTED OTHERWISE.
2. REFER TO CIVIL DRAWINGS FOR ALL NEW SITE GRADING.

SITE PLAN LEGEND:

- AREA NOT INCLUDED IN CONTRACT (N.I.C.)
- PROPERTY LINE
- ZONING SETBACKS
- PROPOSED BUILDING
- POINT OF ENTRY / EXIT TO BUILDING
- EXISTING CURB TO BE DEMOLISHED
- EXISTING CURB / SIDEWALK TO REMAIN
- ACCESSIBLE PARKING STALL (WHITE)
- 5 — NEW 4" PAINTED PARKING LINES (YELLOW) STALL COUNT
- DRIVE THROUGH QUEUING SPACE (8'X16')
- EXTENT OF NEW STANDARD ASPHALT
- EXTENT OF NEW HEAVY DUTY ASPHALT
- 4" PAINTED LINES (YELLOW)
- BICYCLE PARKING. REFER TO LANDSCAPE.
- EXISTING FENCE TO BE REMOVED.
- NEW TENANT SUPPLIED AND INSTALLED PATIO FENCE AND FURNITURE (N.I.C.).
- EXISTING TREES TO REMAIN. TEMPORARY ROOT PROTECTION FENCE TO BE PROVIDED. REFER TO LANDSCAPE DRAWINGS FOR PROTECTION DETAILS AND NOTES.
- NEW LANDSCAPING. REFER TO LANDSCAPING.
- EXISTING POWER POLES W/ LIGHT / LAMP STANDARDS
- RELOCATED LIGHT STANDARD ON NEW BASE. REFER TO ELECTRICAL AND STRUCTURAL.
- EXISTING GRADE
- EXISTING FIRE HYDRANT
- EXISTING CATCH BASIN. REFER TO CIVIL.
- EXISTING MANHOLE REFER TO CIVIL.
- N.C.B. NEW CATCH BASIN. REFER TO CIVIL.



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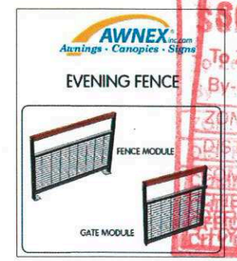
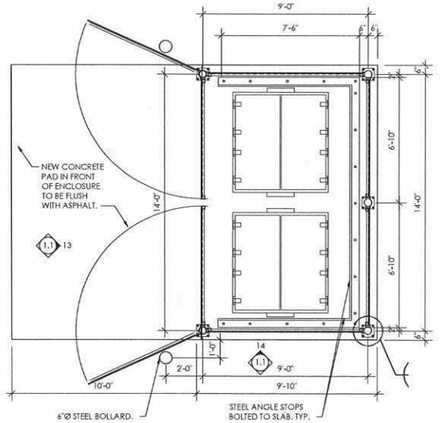
A / 1.0 | 1.0 KEY PLAN
Scale: 1/128" = 1'-0"



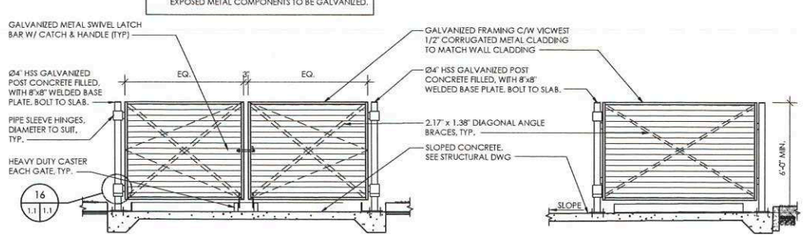
SCHEDULE "A" page 1 of of 11
To Zoning Agreement DAZ 322/79
By-Law No. 3012/81
ZONING OFFICER
DISTRICT PLANNER
COMMUNITY CLERK
CHIEF ADMINISTRATIVE OFFICER OF THE CITY OF WINNIPEG
APR 1 2 2021

2 / 1.0 | 1.0 TENANT PATIO FENCE
Scale: NTS



3 / 1.0 | 1.0 GARBAGE ENCLOSURE - PLAN
SCALE: 3/16" = 1'-0"

NOTES:
1. SEE SITE PLAN FOR LOCATION OF ENCLOSURE. SEE STRUCTURAL DRAWINGS FOR STRUCTURE.
2. ALL DOOR HARDWARE TO BE GALVANIZED. ALL EXPOSED METAL COMPONENTS TO BE GALVANIZED.



4 / 1.0 | 1.0 GARBAGE ENCLOSURE - FRONT ELEVATION
SCALE: 3/16" = 1'-0"

5 / 1.0 | 1.0 GARBAGE ENCLOSURE - SIDE ELEVATION
SCALE: 3/16" = 1'-0"

No.	ISSUED FOR	DATE	BY
1	PLAN APPROVAL	APRIL 5, 2021	TC

DRAWN BY: AM

PRINTING DATE: APRIL 5, 2021

STAMP

Crombie

NEJMARK ARCHITECT

2-54 Adelaide Street Winnipeg Manitoba R3A 0V7
P 204 947 3775 F 204 947 3789 www.nejmark.mb.ca

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PROJECT TITLE:

STARBUCKS CRU - BASE BUILDING
920 JEFFERSON AVE.
WINNIPEG, MANITOBA

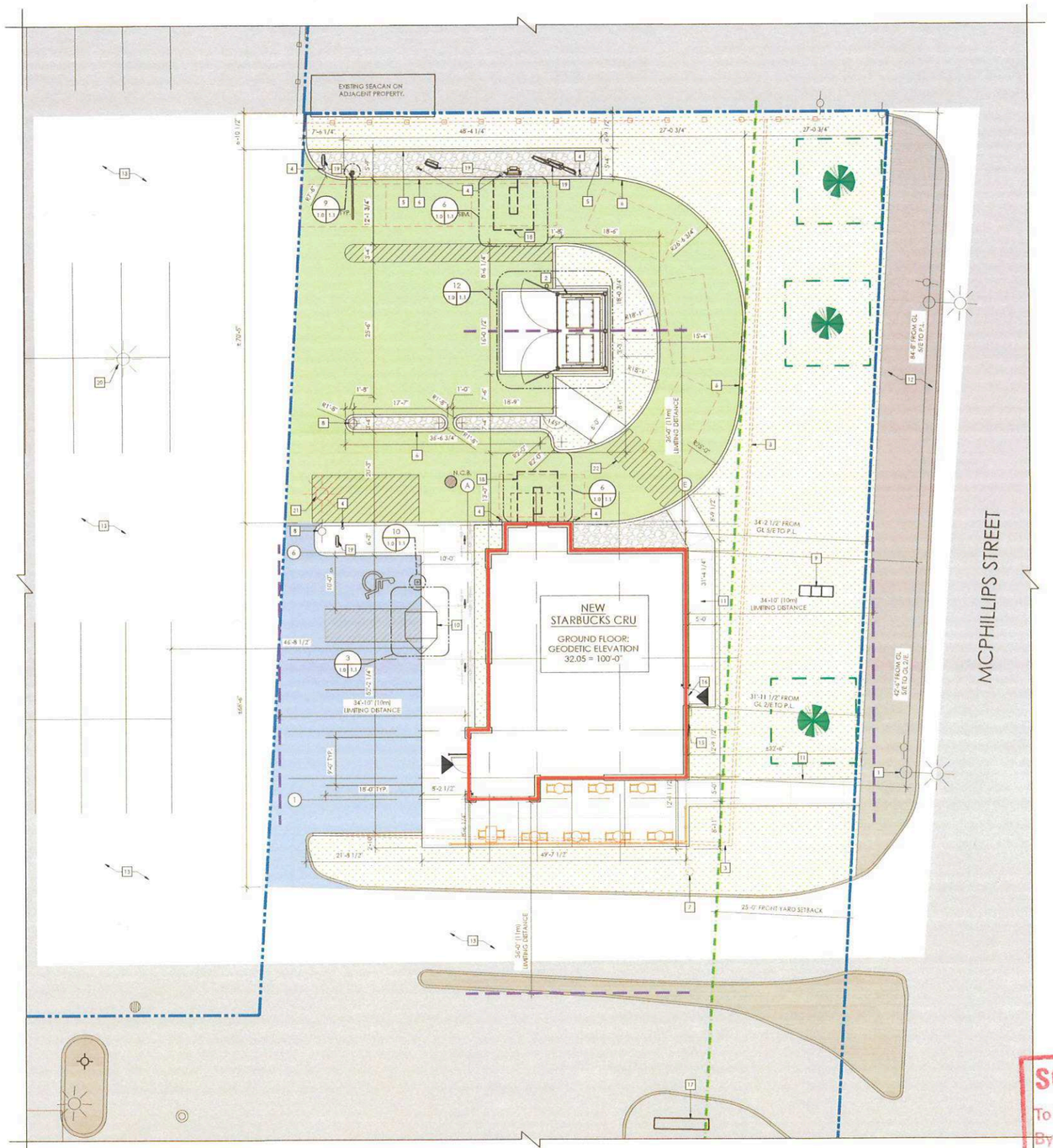
SHEET TITLE:

SITE PLAN

COMMISSION NUMBER: 2013

SHEET NUMBER: A1.0

E-FILE: 2013 - STARBUCKS CRU_A1.0 SITE PLAN.DWG



N

2 SITE PLAN
1.0 | 1.0 SCALE: 3/32" = 1'-0"

SITE ZONING INFORMATION

ADDRESS
920 JEFFERSON AVENUE

LEGAL DESCRIPTION
LOT 2, PLAN 15894 WLTO
IN O.T.M. LOT 41 PARISH OF HILDONAN
CITY OF WINNIPEG, MANITOBA

SITE AREA
6.17 ACRES

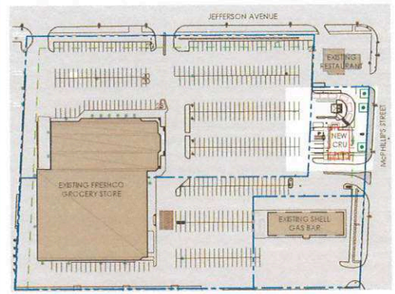
SITE ZONING
ZONING: C3 - COMMERCIAL CORRIDOR

DEVELOPMENT STANDARDS	REQ.	PROVIDED
FRONT YARD	25 FT	25 FT
REAR YARD	25 FT	EXISTING
INTERIOR SIDE YARD	0 FT	EXISTING
CORNER SIDE YARD	25 FT	EXISTING
BUILDING HEIGHT	49 FT	22 FT
FLOOR AREA RATIO	1.5	0.21

BUILDING FOOTPRINT
EXISTING FRESHCO: 55,300 FT²
NEW STARBUCKS CRU: 1,800 FT²

PARKING	REQ.	PROVIDED
SITE TOTAL	237	299
ACCESSIBLE	7	8
BICYCLE (STARBUCKS)	1	6

SUPERMARKET: 1/250 FT² = 222 STALLS
EATING AND DRINKING ESTABLISHMENT: 1/150 FT² = 13 STALLS
GAS BAR: 1 (UNDER 2000 FT²) + 1 PER 3 EMPLOYEES = 2 STALLS



N 1 KEY PLAN
1.0 | 1.0 SCALE: N.T.S.

GENERAL NOTES:

1. ALL CURBING TO BE DEEP CURBING UNLESS NOTED OTHERWISE.
2. REFER TO CIVIL DRAWINGS FOR ALL NEW SITE GRADING.

SITE PLAN LEGEND:

- AREA NOT INCLUDED IN CONTRACT (N.I.C.)
- PROPERTY LINE
- ZONING SETBACKS
- PROPOSED BUILDING
- POINT OF ENTRY / EXIT TO BUILDING
- EXISTING CURB TO BE DEMOLISHED
- EXISTING CURB / SIDEWALK TO REMAIN
- ACCESSIBLE PARKING STALL (WHITE)
- NEW 4" PAINTED PARKING LINES (YELLOW) STALL COUNT
- DRIVE THROUGH QUEUING SPACE (6 V.U.)
- EXTENT OF NEW STANDARD ASPHALT
- EXTENT OF NEW HEAVY DUTY ASPHALT
- 6" PAINTED LINES (YELLOW)
- BICYCLE PARKING. REFER TO LANDSCAPE
- EXISTING FENCE TO BE REMOVED.
- NEW TENANT SUPPLIED AND INSTALLED PATIO FENCE AND FURNITURE (N.I.C.)
- EXISTING TREES TO REMAIN. TEMPORARY ROOT PROTECTION FENCE TO BE PROVIDED. REFER TO LANDSCAPE DRAWINGS FOR PROTECTION DETAILS AND NOTES.
- NEW LANDSCAPING. REFER TO LANDSCAPING
- EXISTING POWER POLES W/ LIGHT / LAMP STANDARDS
- RELOCATED LIGHT STANDARD ON NEW BASE. REFER TO ELECTRICAL AND STRUCTURAL
- EXISTING GRADE
- EXISTING FIRE HYDRANT
- EXISTING CATCH BASIN. REFER TO CIVIL
- EXISTING MANHOLE REFER TO CIVIL
- NEW CATCH BASIN. REFER TO CIVIL

SITE PLAN KEYNOTES:

1. NEW POLE-MOUNTED TRANSFORMER. REFER TO ELECTRICAL DRAWINGS.
2. NEW GARBAGE ENCLOSURE. REFER TO SITE DETAILS.
3. DEMOLISH EXISTING CURB AND ADJACENT ASPHALT TO SUIT NEW DRIVE THROUGH AND CRU.
4. 9" DIA. CONCRETE FILLED STEEL BOLLARDS. REFER TO SITE DETAILS.
5. NEW LANDSCAPE ISLAND C/W PINNED CURB. REFER TO SITE DETAILS.
6. NEW DEEP CURB. REFER TO SITE DETAILS.
7. REMOVE EXISTING SIGN POST.
8. NEW STOP SIGN ON STEEL POST C/W CONCRETE BASE SIMILAR TO DETAIL #10 ON A1.1.
9. EXISTING "SHELL" PYLON SIGN TO REMAIN.
10. NEW CONCRETE LETDOWN RAMP. REFER TO SITE DETAILS.
11. NEW CONCRETE SIDEWALK C/W THICKENED EDGE CURB. REFER TO SITE DETAILS.
12. EXISTING CITY CONCRETE SIDEWALK TO REMAIN.
13. EXISTING ASPHALT PAVING TO REMAIN.
14. 12" WIDE WHITE CROSSWALK LINES, 12" APART.
15. NEW GAS METER. REFER TO MECHANICAL DRAWINGS
16. LOCATION OF C.B. STE. REFER TO ELECTRICAL
17. APPROXIMATE LOCATION OF NEW PYLON SIGN ON EXISTING FOUNDATION BY OWNER (N.I.C.).
18. TENANT SUPPLIED, G.C. INSTALLED IN-GROUND VEHICLE DETECTION LOOP. REFER TO SITE DETAILS
19. G.C. TO SUPPLY CONCRETE BASE FOR OWNER SUPPLIED EQUIPMENT C/W UNDERGROUND CONDUIT. SITE CONFIRM EXACT LOCATION. REFER TO ELECTRICAL, STRUCTURAL, AND SITE DETAILS.
20. NEW CONCRETE BASE C/W RELOCATED EXISTING LIGHT STANDARD. REFER TO SITE DETAILS
21. EXISTING LIGHT STANDARD TO BE REMOVED AND STORED FOR REUSE. DEMOLISH EXISTING CONCRETE BASE.

No.	ISSUED FOR	DATE	BY
1	BUILDING PERMIT & CONSTRUCTION	APR. 9, 2021	TC

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PRINTING DATE: APR. 9, 2021

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SCHEDULE "A" page 2 of 11
To Zoning Agreement DAZ 322/79
By-Law No. 3012/81
Winnipeg
APR 12 2021
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DISTRICT PLANNER
COMMUNITY CLERK
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Crombie

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2-54 Adelaide Street Winnipeg Manitoba R3A 0V7
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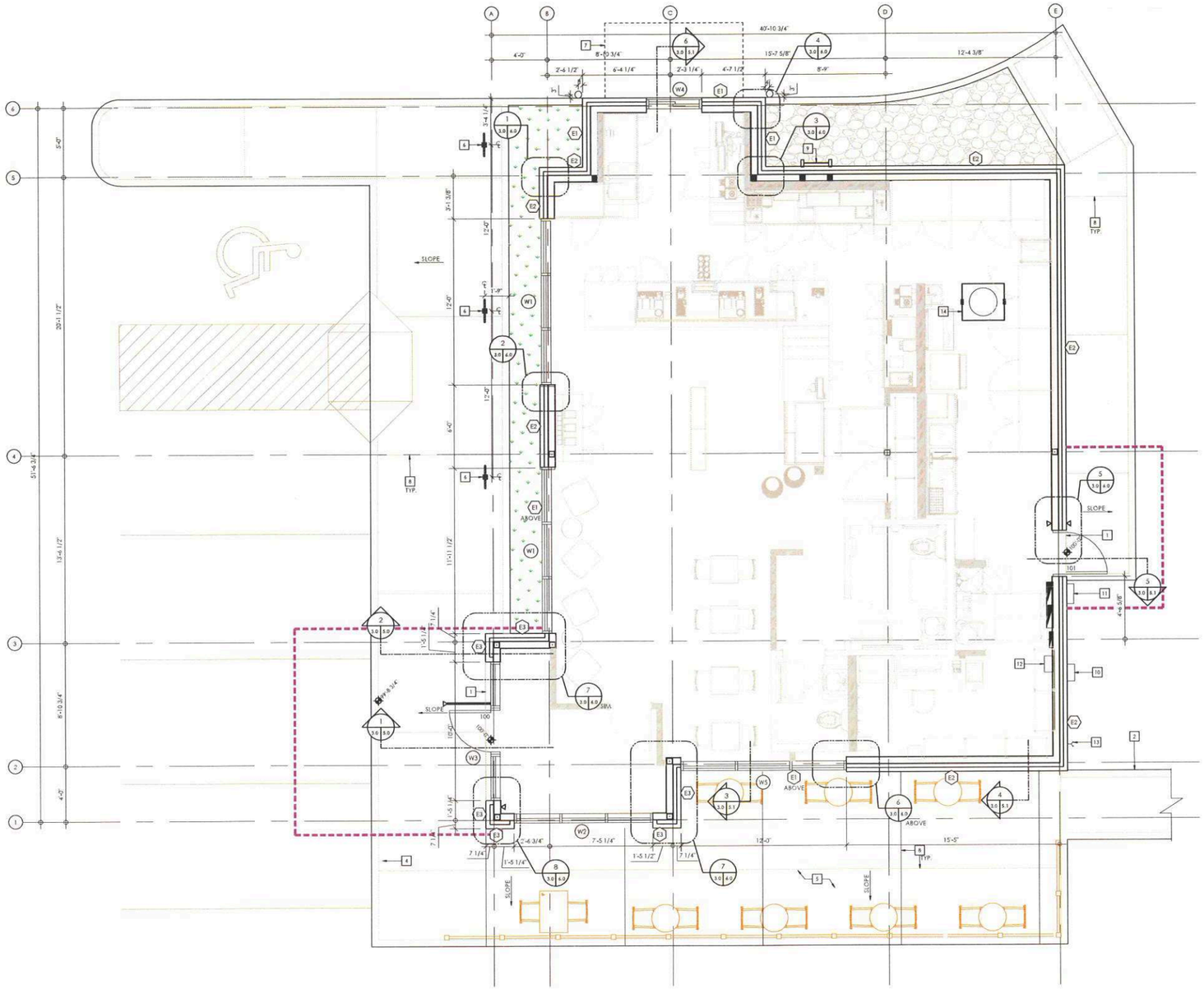
PROJECT TITLE:
STARBUCKS CRU - BASE BUILDING
920 JEFFERSON AVE.
WINNIPEG, MANITOBA

SHEET TITLE:
SITE PLAN

COMMISSION NUMBER: 2013

SHEET NUMBER: A1.0



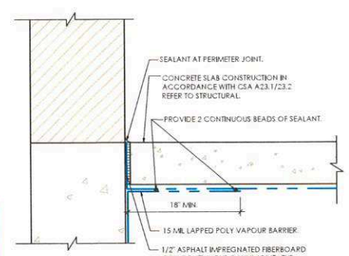
LEGEND

- PUSH BUTTON FOR AUTO OPERATOR.
- ALUMINUM GUIDE RAIL.
- PROVIDE 4" TYPE 4 RIGID INSULATION UNDER SIDEWALK AS INDICATED. INSULATION TO EXTEND MINIMUM 48" BEYOND EDGE OF SIDEWALK (HORIZONTALLY OR VERTICALLY)
- ELECTRICAL PANEL. SEE ELECTRICAL.
- TENANT SUPPLIED AND INSTALLED FENCE AND FURNITURE. NIC.
- NEW GRADE ELEVATION.

CONSTRUCTION PLAN KEYNOTES

1. TIE NEW SIDEWALK INTO SLAB, TYPICAL.
2. PEDESTRIAN CONNECTION FROM EXISTING CITY SIDEWALK TO NEW PATIO. REFER TO SITE PLAN.
3. CONCRETE CURB, TYPICAL.
4. CONCRETE LETDOWN. REFER TO SHEET A1.1 SITE DETAILS.
5. DESIGNATED PATIO AREA. FENCE AND PATIO FURNITURE BY FUTURE TENANT (N.I.C.).
6. BIKE RACK. SEE LANDSCAPE DRAWINGS.
7. DRIVE THROUGH AWNING ABOVE.
8. SAWCUT CONTROL JOINT @ 10'-0" O.C. MAX.
9. ROOF ACCESS LADDER. REFER TO SHEET A2.0 ROOF PLAN & DETAILS.
10. LOCATION OF NEW GAS METER. REFER TO MECHANICAL.
11. LOCATION OF NEW CSTE. REFER TO ELECTRICAL.
12. LOCATION OF NEW WATER METER. REFER TO MECHANICAL.
13. LOCATION OF NON-FREEZE HOSE BIB. REFER TO MECHANICAL.
14. LOCATION OF GREASE INTERCEPTOR. REFER TO MECHANICAL.

1 CONSTRUCTION PLAN
SCALE: 1/4" = 1'-0"



NOTE: SEAL ALL PERIMETER JOINTS, OPENINGS AND CONTROL JOINTS. REFER TO SPECIFICATIONS FOR UNDER SLAB PREPARATION.

2 TYPICAL UNDER SLAB VAPOUR BARRIER
SCALE: 1 1/2" = 1'-0"

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To Zoning Agreement DAZ 322/79
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No.	ISSUED FOR	DATE	BY
1	BUILDING PERMIT & CONSTRUCTION	APRIL 8, 2021	TC

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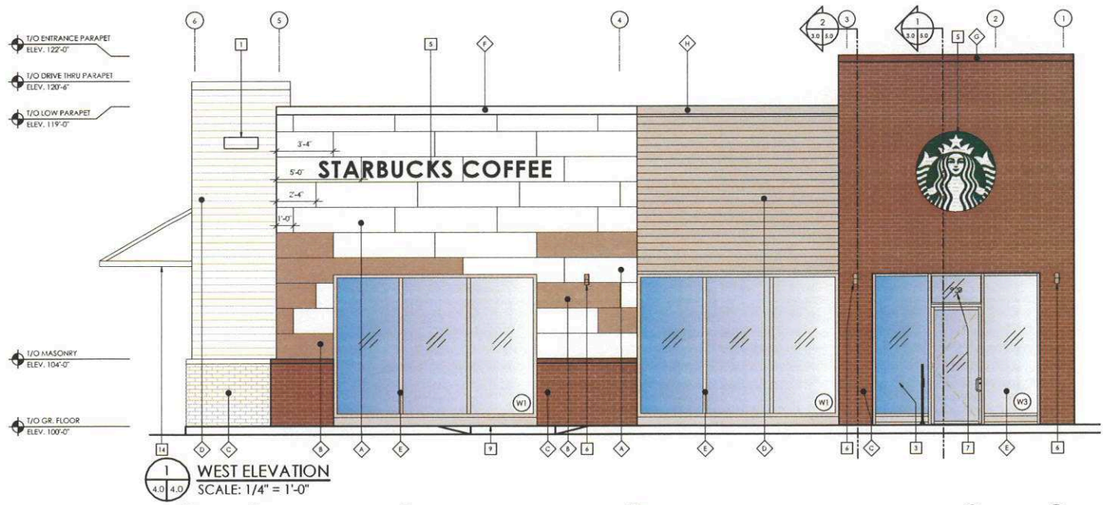
PROJECT TITLE:
STARBUCKS CRU - BASE BUILDING
920 JEFFERSON AVE.
WINNIPEG, MANITOBA

SHEET TITLE:
CONSTRUCTION PLAN

COMMISSION NUMBER: 2013
SHEET NUMBER: A3.0

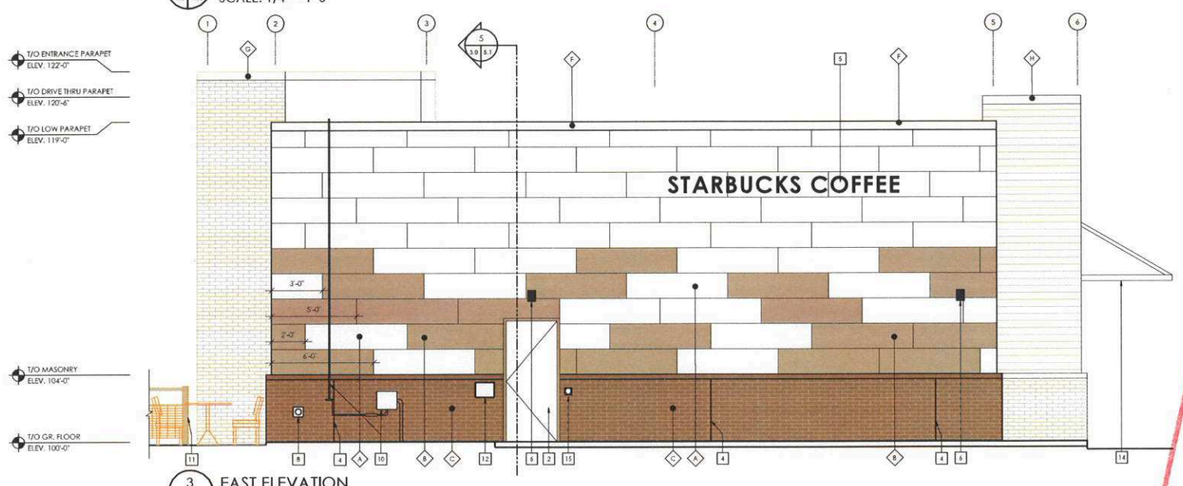
FILE: 2013 - STARBUCKS CRU_A3.0 CONSTRUCTION PLAN.DWG



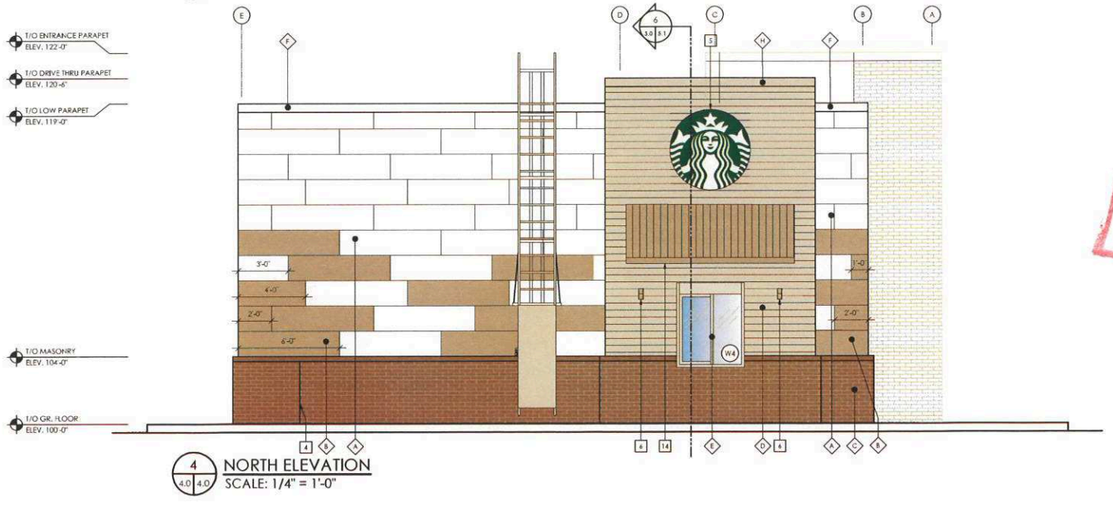
1 4.0 4.0 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 4.0 4.0 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



3 4.0 4.0 EAST ELEVATION
SCALE: 1/4" = 1'-0"



4 4.0 4.0 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

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SCHEDULE "A"
To Zoning Agreement
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302 181
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EXTERIOR ELEVATION LEGEND:

1. ROOF SCUPPER, REFER TO ROOF PLAN AND DETAILS.
2. EXIT DOOR, PAINT DOOR WHITE TO MATCH PANELS & FRAME GREY TO MATCH PANELS.
3. AUTOMATIC DOOR BUTTON ON GUIDE RAIL.
4. MASONRY CONTROL JOINT, TYPICAL.
5. TENANT SUPPLIED SELF-ILLUMINATED SIGNAGE REFER TO ELECTRICAL. G.C. TO PROVIDE BACKING TO SUIT.
6. EXTERIOR LIGHT FIXTURE. SEE ELECTRICAL.
7. APPROXIMATE LOCATION OF UNIT ADDRESS SIGNAGE TO BE SUPPLIED AND INSTALLED BY OWNER (N.I.C.).
8. EXTERIOR NON-FREEZE HOSE BIB. REFER TO MECHANICAL.
9. CONCRETE CURB. SEE PLAN FOR LOCATIONS
10. GAS METRE AND LINES. PAINT GAS LINES TO MATCH GREY PANEL FINISH, TYPICAL. REFER TO MECHANICAL.
11. PATIO FENCE. SUPPLIED AND INSTALLED BY TENANT (N.I.C.).
12. LOCATION OF NEW CSTE. PAINTED TO MATCH MASONRY COLOUR. REFER TO ELECTRICAL.
13. ROOF ACCESS LADDER C/W CAGE AND LOCKABLE SHIELD. LADDER AND ACCESSORIES TO BE PAINTED TO MATCH GREY PANEL COLOUR.
14. 10'-0" WIDE DRIVE THRU CANOPY. PREFINISHED METAL TO BE GREY TO MATCH GREY FIBER CEMENT BOARD.
15. AUTOMATIC DOOR BUTTON MOUNTED ON WALL TOP OF BUTTON TO BE MAX 900mm ABOVE FINISHED WALKING SURFACE.

EXTERIOR FINISH SCHEDULE

KEYNOTE	PRODUCT/ITEM	COLOUR
A	72"X18" FIBER CEMENT BOARD NICHIHA, ALLURA OR APPROVED ALTERNATE	COTTON WHITE
B	72"X18" FIBER CEMENT BOARD NICHIHA, ALLURA OR APPROVED ALTERNATE	NICKEL OR GRAPHITE TBC
C	BRICK VENEER	WALNUT CREEK IRONSPOT
D	VICWEST 1/2" CORRUGATED METAL CLADDING	SILVER
E	ANODIZED ALUMINUM DOOR / FRAME WITH CLEAR GLAZING.	CLEAR ANODIZED ALUMINUM MULLIONS
F	PREFINISHED METAL FLASHING	VICWEST BRIGHT WHITE
G	PREFINISHED METAL FLASHING	VICWEST COCOA BROWN
H	PREFINISHED METAL FLASHING	VICWEST SILVER
I	ANODIZED ALUMINUM DOOR / FRAME WITH SPANDREL PANEL	SPANDREL WARM GREY

NOTE: ALL SAMPLES TO BE SUBMITTED TO ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION.

No.	ISSUED FOR	DATE	BY
1	BUILDING PERMIT & CONSTRUCTION	APRIL 8, 2021	TC

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PROJECT TITLE:

STARBUCKS CRU - BASE BUILDING
920 JEFFERSON AVE.
WINNIPEG, MANITOBA

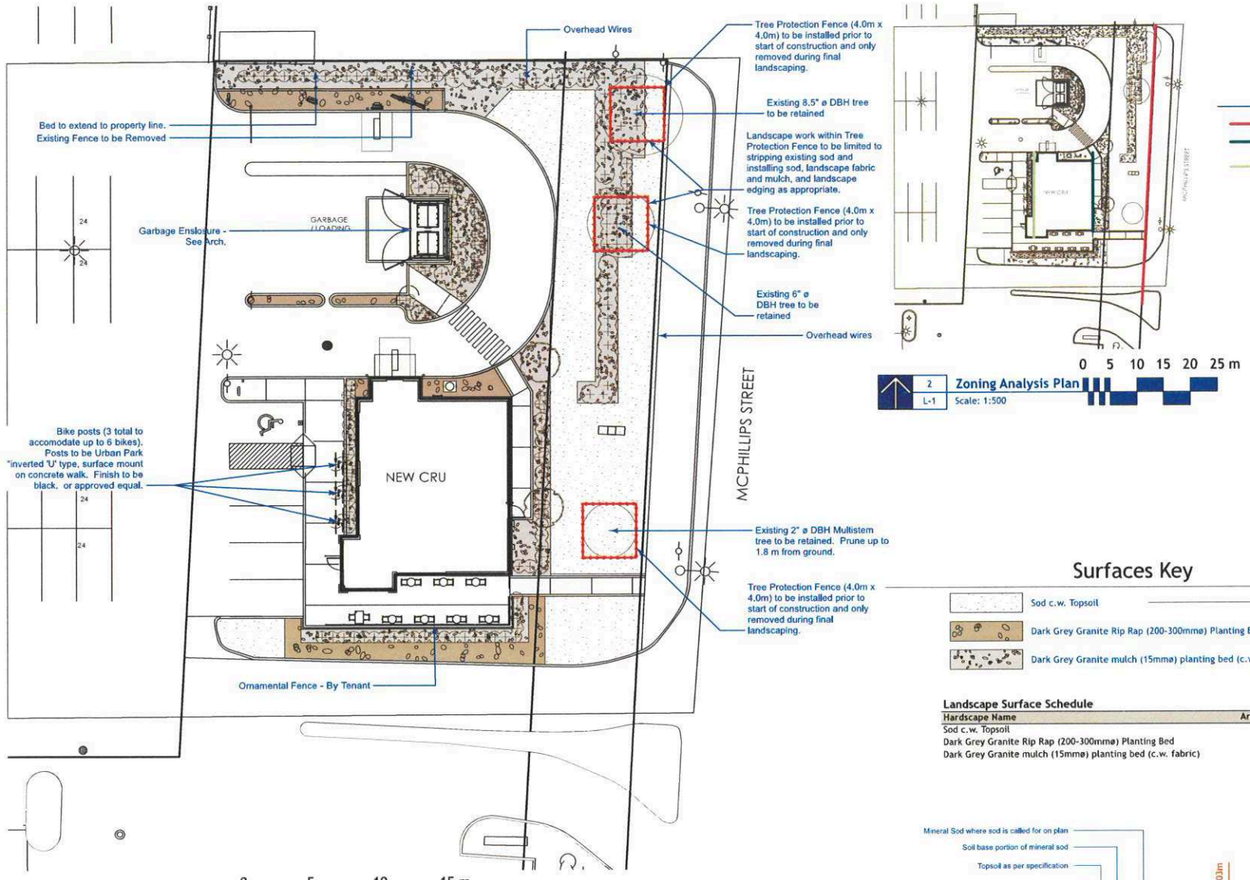
SHEET TITLE:

EXTERIOR ELEVATIONS

COMMISSION NUMBER: 2013

SHEET NUMBER: A4.0

E-FILE: 2013 - STARBUCKS CRU_A4.0 EXTERIOR ELEVATIONS.DWG



1 L-1 **Landscape Scope Plan**
Scale: 1:200

2 L-1 **Zoning Analysis Plan**
Scale: 1:500

Zoning Analysis Key

- Frontage - McPhillips
- Principle Facade - Facing McPhillips
- Principle Facade - Primary Building Entry

City of Winnipeg Zoning Requirements

190 (2) Street Edge Landscaping

Street Frontage

McPhillips — 170 Lin ft.

	DBH	Credit
Existing Trees	2"ø	0
	6"ø	2
	8.5"ø	4
Total Credit for retaining exis. trees		6

	Required	Proposed
Trees	6	2
Credit		6
Shrubs	27	50

190 (5) Building Foundation Landscaping (outside of urban infill areas)

Principle Facade

McPhillips — 48 Lin Ft.

	Required	Proposed
Shrubs	5	13

Principle Entry — 51 Lin Ft.

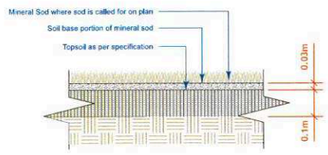
	Required	Proposed
Shrubs	5	11

Surfaces Key

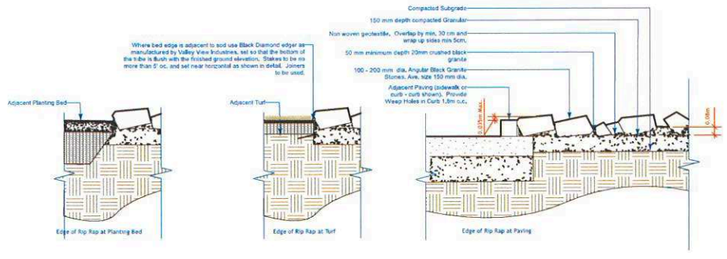
- Sod c.w. Topsoil — 3 L-1
- Dark Grey Granite Rip Rap (200-300mmø) Planting Bed — 4 L-1
- Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric) — 5 L-1

Landscape Surface Schedule

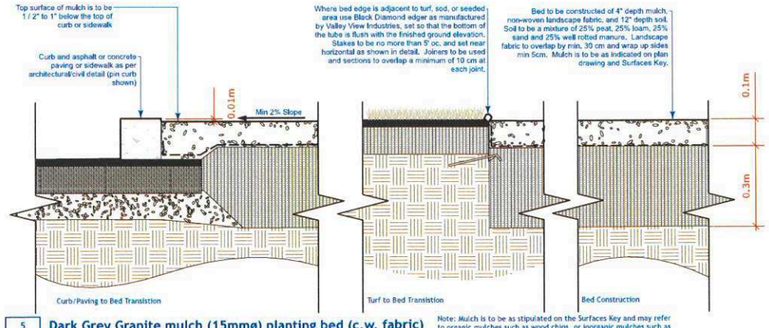
Hardscape Name	Area (sm)
Sod c.w. Topsoil	293.83
Dark Grey Granite Rip Rap (200-300mmø) Planting Bed	76.72
Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric)	229.24



3 L-1 **Sod Detail**
Scale: 1:10



4 L-1 **Dark Grey Granite Rip Rap (200-300mmø) Planting Bed**
Scale: 1:25



5 L-1 **Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric)**
Scale: 1:10

Note: Mulch is to be as stipulated on the Surfaces Key and may refer to organic mulches such as wood chips, or inorganic mulches such as

General Notes

1. All work to conform to Canadian Landscape Standard (Current Edition)
2. All existing trees, sidewalks, curbs, catch basins, culverts, survey markers, to remain are to be protected during construction. Any damage to them is to be made good by the Contractor. Maintain positive drainage into all catch basins and curb inlets.
3. All work is to be warrantied for a period of not less than 1 year.
4. Contractor is to limit operations to the area within the area of work shown on the drawing. Should areas outside of this limit be damaged during the course of construction, Contractor is to make good the damage at his own expense
5. Contractor is to obtain location of all utilities prior to construction. If using power equipment to excavate contractor must notify Hydro and Gas and telephone utilities and take steps to avoid damaging their installations.
6. All dimensions are in meters unless otherwise noted
7. Contractor to confirm all dimensions and report any discrepancies to Contract Administrator prior to construction.
8. Layout is to be approved by Contract Administrator prior to any construction or demolition/removals.
9. All material depths in details are shown after compaction.

Tree Protection Notes

1. All construction traffic shall be restricted to the limits of construction shown on the drawings.
2. Excavate in a manner to minimize damage to the tree root systems. Keep exposed roots in excavations and trenches moist or shaded. If stockpiling of excavated soil material is required, stockpile in areas away from the tree roots if possible.
3. Where Excavation equipment is operating within tree drip line it shall be track based.
4. For deciduous trees greater than 100 mm in diameter, located within 3 meters of the limits of construction, attach wood strapping material having a minimum thickness of 25 millimetres and minimum length of 2440 millimetres around the tree trunks in a manner that will not harm the trees. Do not use nails or other fasteners that penetrate the tree trunk. The width of the strapping may be reduced to suit tree being protected. Length of strapping may be reduced to suit tree being protected as approved by the Contract Administrator.
5. For deciduous trees less than 100 mm in diameter, install PVC safety fencing around the tree to a 2.0 metre radius complete with installation hardware, to adequately support the safety fence. The 2.0 metre radius safety fence may be reduced to suit the tree being protected as approved by the Contract Administrator.
6. Notwithstanding the above, Orange PVC Safety fencing is to be installed at the locations shown on the drawings and to the extent shown on the drawings.
7. Landscape work within Tree Protection Fence to be limited to stripping existing sod and installing sod, landscape fabric and mulch, and landscape edging as appropriate.
8. Repair, replace and maintain tree protection materials, including fencing, during construction until such time no equipment will be working in the area.
9. Obtain approval from the Contract Administrator to excavate within 2.0 metres of a tree.
10. Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the Work and shall be approved by the Contract Administrator prior to the commencement of Work. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of the trees. The dripline of a tree shall be considered to be the ground surface directly beneath tree from the tree trunk to the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
11. Remove safety fencing and strapping material without harming the trees as soon as the construction and restoration Work is complete and in order to achieve final landscaping.
12. The Contractor shall take reasonable and prudent precautionary steps to prevent damage from construction activities to existing trees, and trees within the Site, within the limits of the construction area.

Dean Spearman
Landscape Architect

SCHEDULE "A" page 5 of 11
To Zoning Agreement
By-law DAZ 322/14
Zoning 3612/81
DISTRICT
COMMUNITY COMMITTEE
CHIEF ADMINISTRATIVE OFFICER OF THE CITY OF WINNIPEG
Winnipeg
APR 1 2 2021

No.	ISSUED FOR	DATE:	BY
C	CONSTRUCTION	2021-04-08	DJS

DRAWN BY: DJS
PRINTING DATE: 2021-03-19

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This drawing was digitally signed by Dean Spearman on April 5, 2021

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PROJECT TITLE:

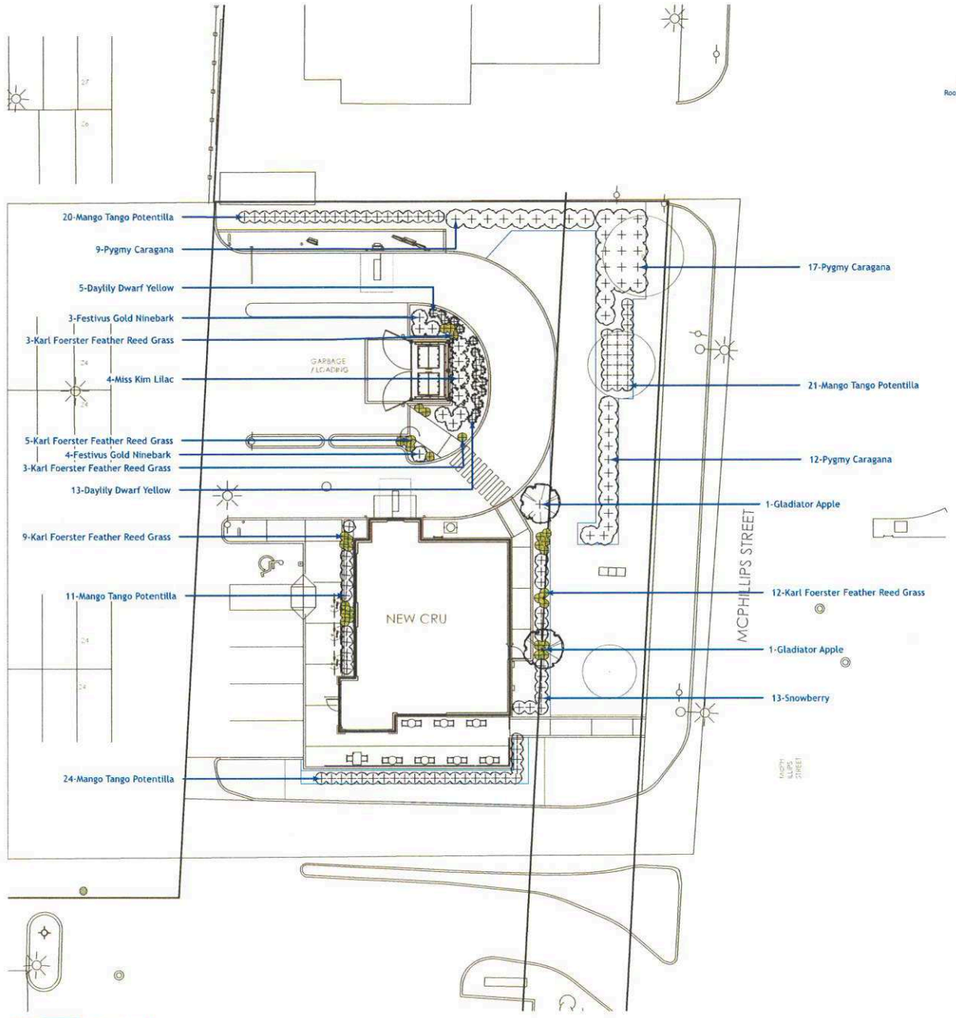
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

SHEET TITLE:

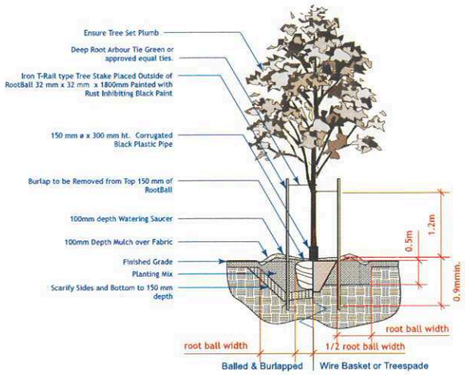
Landscape Scope Plan

COMMISSION NUMBER: **2013**
SHEET NUMBER: **L-1**

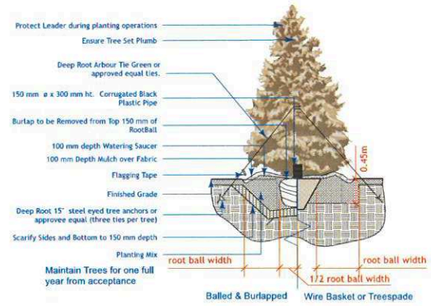
McPhillips Base Building and Starbucks_ Crombie [20-464].vwx



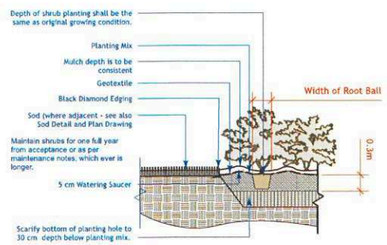
1 | L-2 **Planting Plan**
Scale: 1:200



2 | L-2 **Deciduous Tree Planting Detail**
Scale: 1:50



3 | L-2 **Evergreen Tree Planting Detail**
Scale: 1:50



4 | L-2 **Shrub Planting Detail**
Scale: 1:50

Plant Schedule

Common Name	Botanical Name	Qty	Scheduled Size (Containerized trees will not be accepted)
Evergreen Trees			
Trees			
Gladiator Apple	Malus x adstringens 'Durleo'	2	60 mm ø 3.0-3.5m height, 75 cm dia. root ball, 12 major branches, 2.0m above grade, balled & burlapped or tree mover; wire basket. Double stake where required.
Shrubs			
Pygmy Caragana	Caragana pygmae	38	60 cm. ht. 4 minimum major basal branches. Well formed, bushy plants. 2 gallon container stock.
Festivus Gold Ninebark	Physocarpus opulifolius 'Bert Dart's Gold'	7	30 cm ht. 4 minimum major basal branches. Well formed, bushy plants. 2 gallon container stock.
Mango Tango Potentilla	Potentilla fruticosa 'Mango Tango'	76	30 cm. ht. 4 minimum major basal branches. Well formed, bushy plants. 2 gallon container stock.
Snowberry	Symphoricarpos occidentalis	13	60 cm ht. 4 minimum major basal branches. Well formed, bushy plants. 2 gallon container stock.
Miss Kim Lilac	Syringa x 'Miss Kim'	4	60 cm ht. 4 minimum major basal branches. Well formed, bushy plants. 2 gallon container stock.
Evergreen Shrubs			
Perennials			
Daylily Dwarf Yellow	Hemoerocallis x. Dwarf Yellow	18	Large Pot 2 yr. plant
Ornamental Grasses			
Karl Foerster Feather Reed Grass	Calamagrostis x acutiflora 'Karl Foerster'	32	Large Pot 2 yr. plant
Ferns / Mosses			
Vines			
Aquatic Plants			
Total Plants on Schedule		190	
Total Plants in Drawing		190	

General Notes

1. All work to conform to Canadian Landscape Standard (Current Edition)
2. All existing trees, sidewalks, curbs, catch basins, culverts, survey markers, to remain are to be protected during construction. Any damage to them is to be made good by the Contractor. Maintain positive drainage into all catch basins and curb inlets.
3. All work is to be warrantied for a period of not less than 1 year.
4. Contractor is to limit operations to the area within the area of work shown on the drawing. Should areas outside of this limit be damaged during the course of construction, Contractor is to make good the damage at his own expense
5. Contractor is to obtain location of all utilities prior to construction. If using power equipment to excavate contractor must notify Hydro and Gas and telephone utilities and take steps to avoid damaging their installations.
6. All dimensions are in meters unless otherwise noted
7. Contractor to confirm all dimensions and report any discrepancies to Contract Administrator prior to construction.
8. Layout is to be approved by Contract Administrator prior to any construction or demolition/removals.
9. All material depths in details are shown after compaction.

Planting Notes

1. All plant material, including trees, shrubs, perennials and sod, shall conform to Canadian Standards for Nursery Stock, 9th edition as published by the Canadian Nursery and Landscape Association.
2. All planting shall conform to the Canadian Landscape Standard (CLS) Current Edition
3. As per CLS 9.3.4.3 h, Wire baskets should not be removed from rootballs. Any visible portion should be folded down away from the rootball and buried. Where the wire basket is oversized such that the top wire is higher than the grade, any visible portions should be folded down away from the rootball or the basket shall be cut back to a minimum of 10cm (4in.) below the surface of the growing medium.
4. As per CLS 9.3.4.1,
   a. All planting hole depths should only be dug deep enough to accommodate the root system or root mass at the desired depth relative to the surrounding grade.
   b. Root balls shall be placed on the undisturbed subgrade to prevent settling.
   c. With the exception of woody plants, plants shall be planted so that after settlement the level of the adjacent growing medium surface matches the level of the original growing medium surface in the nursery. The growing medium mark on the stem is an indication of planting depth, and it shall be maintained on the finished level, allowing for settling of the growing medium after planting. The total depth of rootballs shall be planted in the growing medium.
   d. Woody plants shall be planted with the root flare2.5-5cm(1-2in.) above finish grade.
   e. Plants shall be set plumb in the planting beds or in the centre of the pits, except where the plant's character requires variation from this.
5. No substitutions for plant material will be allowed without prior written consent of the Landscape Architect.
6. All plants are to be installed as per the details provided.
7. Minimum trees spacing to be 7 m for deciduous trees and 4 m for coniferous trees
8. All plants shall be located or proposed locations staked out prior installation. Street Tree locations are schematic only. Trees shall be planted 1.8 m from curb and a minimum of 1.8 m from driveway aprons and 4 m from street lights. Conifers shall be located min 4 m from sidewalks. Landscape Architect is to approve location prior to digging. Landscape Architect reserves the right to adjust locations of proposed plant material prior to installation.
9. Contractor to review and accept planting locations as appropriate culturally for the species specified prior to installing plant material. Installation of plant material shall be considered acceptance of the suitability of the location.
10. Contractor shall guarantee new plant material for a period of two calendar years from the date of owner acceptance. Warranty shall only begin after the installation and acceptance of all landscape materials. The Landscape Architect reserves the right to extend the warranty of material found in poor condition at the end of the warranty period for a further calendar year.
11. Contractor shall replace material found to be dead or in poor condition within two weeks of being notified by the Landscape Architect.

Landscape Maintenance Notes

1. Landscape Maintenance work shall conform to the Canadian Landscape Standard (Current Edition) to the "Groomed" level.
2. Maintain all soft landscaping for a period of two years after the recognized completion date and until acceptance (end of maintenance) by the Contract Administrator. Should the recognized completion date occur after September 15 their will be a further 30 day maintenance period beginning on May 1 of the following year.
3. Drain pipe orifice (Located at SW corner of patio) is to cleaned of debris during each maintenance visit to the site.
4. Contractor is to control pests and diseases as required. Contractor shall inform the Contract Administrator prior to applying pesticides and use only those pesticides of low mammalian toxicity. Persons applying pesticides shall have a valid pesticide applicators license and strictly follow manufacturers instructions regarding the application of the chemicals and the safety precautions required to apply them.
5. Contractor shall maintain tree pits and planting beds in a weed free condition throughout the maintenance period. Weed should be removed frequently and not left to establish for a period greater than 10 days.
6. Pruning shall be done by persons with a valid qualification (ie. Tree Pruners License) from the local authority. Pruning shall be as necessary to remove dead or damaged limbs as well as maintain species typical form and healthy growth. Pruning shall be done in accordance with industry accepted methods to standard good practice. In the event of a disagreement the opinion of the Contract Administrator as to what constituted standard good practice shall be considered final.
7. The replacement of any new deciduous or coniferous plant material shall initiate the start of an additional 2 year maintenance on the replaced plant.
8. Tree support and stakes are to be inspected at each weeding/watering to ensure that they are properly adjusted.
9. Water shall be applied as required to maintain optimum conditions. During dry weather the Contractor should expect to water on a weekly basis. Each tree is to be thoroughly watered when it is watered (40 liters per 25 mm of calliper). Contractor is to avoid over watering by reducing the frequency during wet weather.
10. Sod shall be watered as necessary to maintain in a green and healthy condition. Sod shall be cut minimum once every week during May and June and once every 10 days during July to October or more frequently if growing conditions are such as to require added cutting to keep the grass in good and neat condition.
11. Sod and Planting beds shall be fertilized not less than three times per growing season.
12. At the end of each growing season Contractor is to ensure that tree is properly fitted with rodent protection as per the planting detail.

Dean Spearman
Landscape Architect

SCHEDULE "A"
To Zoning Variance Application
DAZ 322/19
B012/81
APR 12 2021
CHIEF ADMINISTRATIVE OFFICER OF THE CITY OF WINNIPEG
Received City of Winnipeg
page 6 of

No.	ISSUED FOR	DATE	BY
C	CONSTRUCTION	2021-04-08	DJS

DRAWN BY: DJS

PRINTING DATE: 2021-03-19

STAMP



This drawing was digitally signed by Dean Spearman on April 5, 2021

Crombie
NEJMARK ARCHITECT
2-54 Adelaide Street Winnipeg Manitoba R3A 0V7
P 204 947 3775 F 204 947 3789 www.nejmark.mb.ca

Drawings and specifications, as instruments of service are the property of the architect, the copyright in the same being reserved to them. No reproduction may be made without the permission of the architects, and when made, must bear their names. All prints to be returned.

The contractor is to verify dimensions and date noted herein with conditions on the site and is hold responsible for reporting discrepancy to the architects for adjustment.

PROJECT TITLE:

STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

SHEET TITLE:

Planting Plan

COMMISSION NUMBER: **2013**

SHEET NUMBER: **L-2**

McPhillips Base Building and Starbucks_ Crombie [20-464].vwx



SCHEDULE "A" page 7 of 11
To Zoning Agreement DAZ 322/79
By: 3012/81
Zon: Oker
Dist:
COMMUNITY CLERK
CHIEF ADMINISTRATIVE OFFICER OF THE CITY OF WINNIPEG
Winnipeg
APR 12 2021

SCHEDULE "A" page 9 of 11
To Zoning Agreement DAZ 322/79
By-Law No. 3012/81
ZONING
DISTRICT PLANNER
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Winnipeg




SCHEDULE "A" page 9 of 11
To Zoning Agreement DA2322/79
By-Law 3012/91
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DISTRICT
COMMUNITY CLERK
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Winnipeg
APR 12 2021
STARBUCKS COFFEE



SCHEDULE "A" page 10 of 11
To Zoning Agreement
By-law 3012/91 DAZ 332/79
ZONING
DISTRICT PLANNER
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Winnipeg
APR 1 2 2021



SCHEDULE "A" page 11 of 11
To Zoning Agreement DAZ 322/79
By 3012181
Winnipeg
APR 12 2021
COMMUNITY CLERK
CHIEF ADMINISTRATIVE OFFICER OF THE CITY OF WINNIPEG

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Services juridiques

Please Reply To: **Sarah Rentz**
Telephone: 204 986 8667
Email: srentz@winnipeg.ca

Assistant: **Amanda Medeiros**
Telephone: 204 986 8361
Email: amedeiros@winnipeg.ca

June 1, 2021

Ginakes Law Office
666 Leila Avenue
Winnipeg, MB R2V 3N7

VIA EMAIL pginakes@dbglawyers.com

Attention: Peter Ginakes

Dear Mr. Ginakes:

Re: 920 Jefferson Avenue
Our File No. R.1/2021 (267)

You and your team have repeatedly made the assertion that some sort of 60 year old verbal agreement exists and that it somehow binds all future owners as well as the City, and restricts the authority and jurisdiction of the City and the committees of Council. However, you have not indicated how, in your view, that agreement purports to restrict development of the subject site at 920 Jefferson Avenue or how that agreement would prevent the applicant from making application for plan approval, nor do we have any concrete evidence of the existence of such an agreement or its terms. Additionally, you have not indicated how it is that the City's planning staff is supposed to override the decision-making authority of the Community Committee, and now the Standing Policy Committee, under the City's by-laws, The City of Winnipeg Charter and the Zoning Agreement that is registered against the subject property.

The reality is this - we have an applicant who is only here because of a zoning agreement registered against their property which requires plan approval prior to development. The site which they're attempting to develop typically houses a seasonal greenhouse and is separated from the Thunderbird property by a fence. You claim the existence of a verbal agreement which would somehow prevent a committee of Council from approving the submitted plans; however, this claim is disputed by the applicant and has not been tested by the Courts. Based on the above, there is nothing which would legally allow the Public Service to interfere with the Committee's jurisdiction and authority to consider and make a decision in respect of the plan approval application.

I'm not sure further discussion on this matter would be of any value. If you feel your claim is strong, we invite you to make that claim in the appropriate arena as the City would welcome the court's input on this matter. However, I reiterate that without injunctive relief, there is no legal way for City staff to override or circumvent the Committee's jurisdiction or authority.

Please note that, per their request, all correspondence and conversation between the City and you or anyone from your team on this matter will be provided to counsel for the applicant. And finally, I thank you and your team in advance for refraining from making any further derogatory or disrespectful statements or implications towards or about the Legal Services Department or any other member of the Public Service.

Yours truly,

DOUG BROWN
Director of Legal Services and City Solicitor
Per:

Sarah Rentz
Solicitor

SR/am

Copy to: John Martens, jmartens@mltaikins.com
Standing Policy Committee on Property and Development, Heritage and Downtown Development via the Clerk, kmcmillan@winnipeg.ca
John Kiernan, jkiernan@winnipeg.ca

MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
30th Floor - 360 Main Street
Winnipeg, MB R3C 4G1
T: (204) 957-0050
F: (204) 957-0840

John B. Martens*
*** services provided by**
J B Martens Law Corporation
Direct Line: (204) 957-4856
Fax: (204) 957-4426
E-mail: jmartens@mltaikins.com

Agnes Tolka
Legal Assistant
Direct Line: (204) 957-4727
E-mail: atolka@mltaikins.com

September 10, 2021

VIA E-MAIL

Ms. K. McMillan (Senior Committee Clerk),
Councillor Gilroy, Chairperson
Councillor Klein
Councillor Lukes
Councillor Santos
City Hall – City Clerk's Department
510 Main Street
Winnipeg, MB R3B 1B9

City of Winnipeg
Legal Services
510 Main Street
Winnipeg, MB R3B 1B9
Attn: Mr. Joe Andrade

Dear Sirs and Mesdames:

Re: Plan Approval 21-117379 - 920 Jefferson Ave, Winnipeg DAZ 322/79
September 14, 2021 Meeting of the Standing Policy Committee on Property and Development, Heritage and Downtown Development

Our File No.: 0055736-00007

This is further to our letter dated May 27th, 2021 placed on the record before the Standing Policy Committee ("SPC"). As the SPC is aware, on June 8, 2021 this matter was laid over to the upcoming meeting of the SPC on September 14, 2021. This is the third appearance of the matter before the SPC, following three appearances of the matter before the Community Committee. No decision has yet been made on the Plan Approval. The position of the Applicant has not changed; it urges the SPC to make a decision on the Plan Approval as recommended by the City Administration.

We write to advise that Niata Enterprises Ltd., the owner of the lands upon which the Thunderbird is located, and Niata's tenant who is the owner of the Thunderbird restaurant (collectively "Thunderbird") filed a Court Application in Court on Wednesday September 8th, 2021 (as file no. CI 21-01-322422) against the Owner/Applicant for Plan Approval, Snowcat Property Holdings

Limited ("Snowcat") seeking a prescriptive/proprietary easement over portions of Snowcat's lands. The Court Application does not name the City of Winnipeg and seeks no relief against it. Snowcat will defend the Application in Court.

Prior to the last appearances, the City Legal Department and SPC were provided with detailed submissions from Thunderbird, and responding submissions on behalf of Snowcat, relating to alleged historical agreements and easements. From the perspective of Snowcat (and the City of Winnipeg Legal Department – see letter dated June 7, 2021 from Ms. Rentz to Thunderbird) the allegations are not relevant to the Plan Approval, and are properly dealt with by the Court. Given the filing of the Court Application by the Thunderbird, they now will be. As a result, there is no need for further consideration of these matters by SPC on this Plan Approval application.

We therefore again request that the SPC proceed with its decision on Plan Approval pursuant to Part 10 of the *Development Procedures By-law*.

Yours truly,

MLT AIKINS LLP

Per:

John B. Martens

JBM:at