

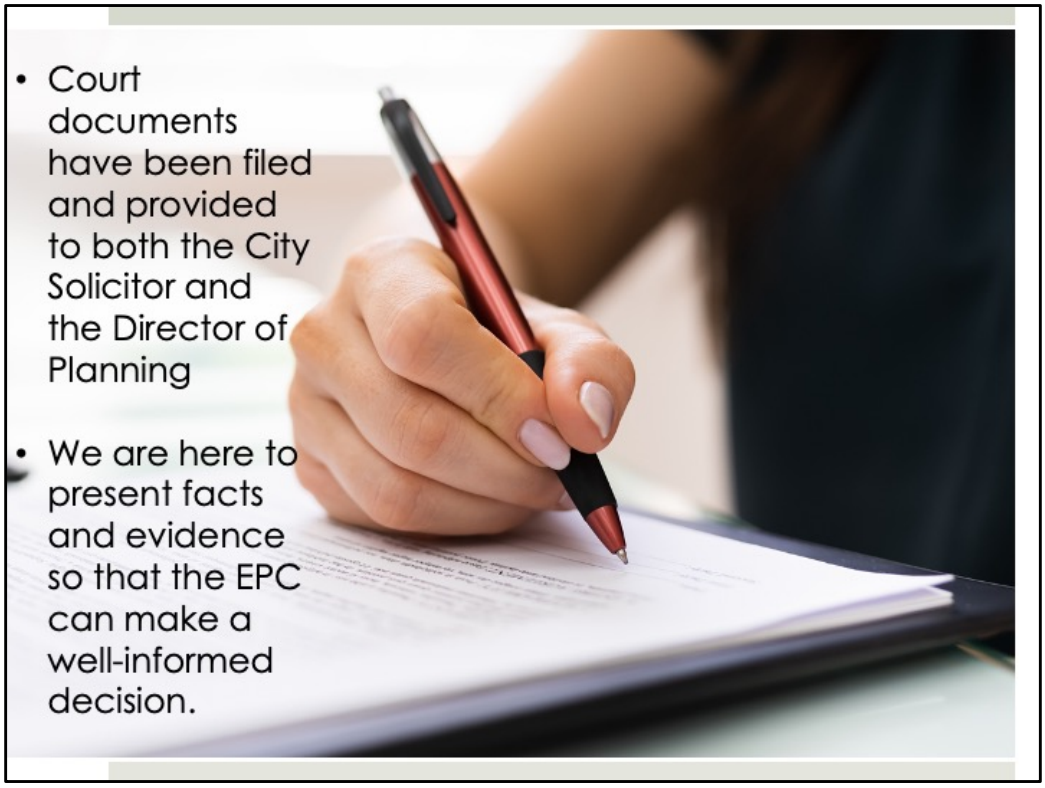
Good Morning Your Worship, Councilors and Administration.



My name is Jennifer Lim. I am a Registered Professional Planner and I'm here to address a plan approval for 920 Jefferson Ave on behalf of the affected adjacent property owner, Niata Enterprises.

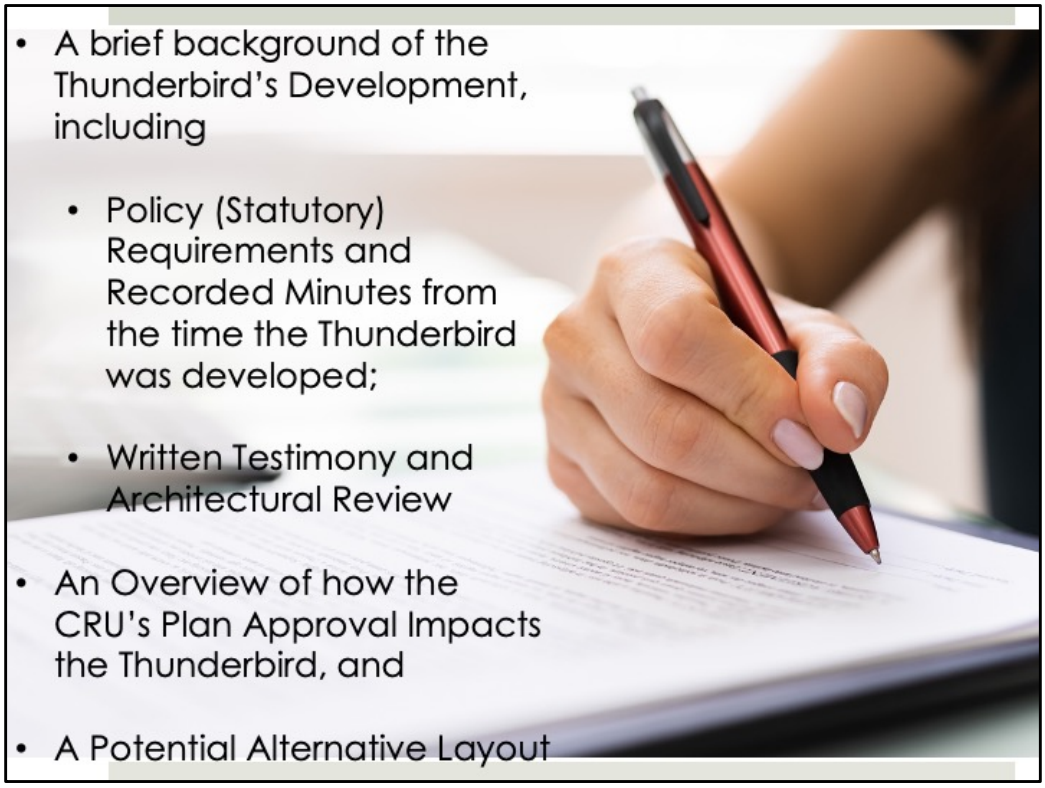


which contains the Thunderbird Restaurant. The reason for my presentation is that there is evidence of a long-standing development approval, held by the City, that conflicts with the current Plan Approval for 920 Jefferson Ave's proposed Commercial Retail Unit ("CRU"). As such, I am here today to take you through some facts backed by records and policy (statutory) requirements (then in place) to ultimately ask for the Executive Policy Committee to confirm the SPC's decision to defeat the Plan Approval.



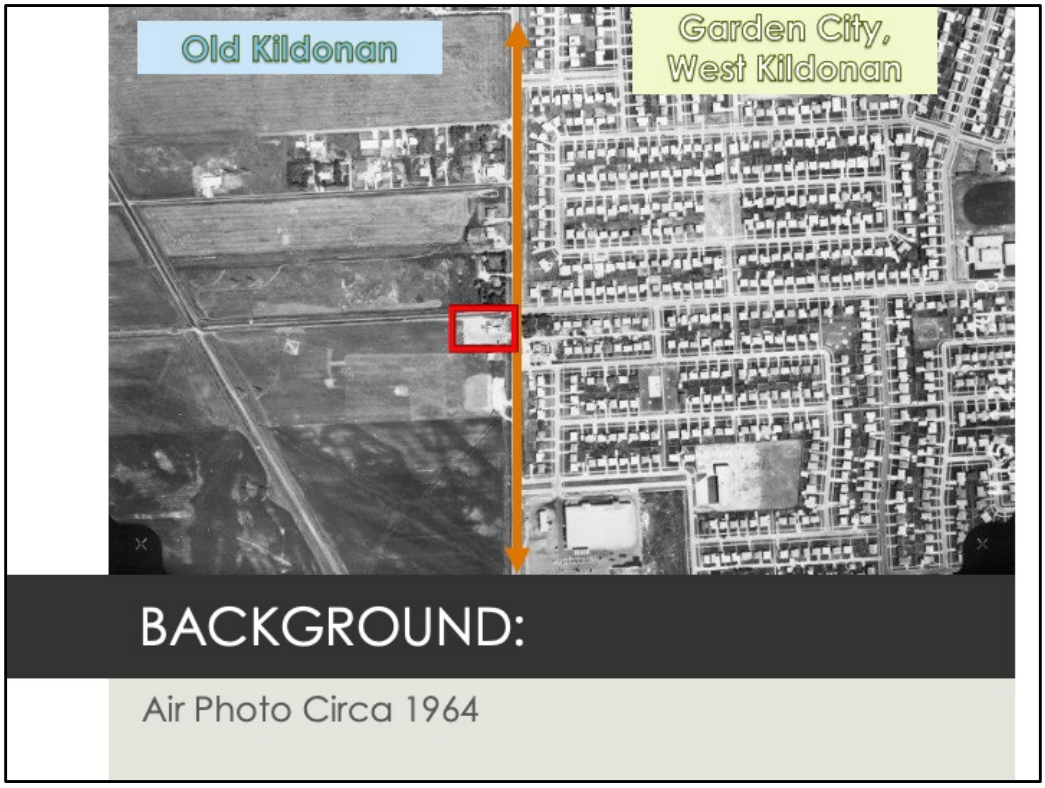
Before I enter those facts, Committee Members should be aware that Court documents have been filed and provided both to the City Solicitor and Director of Planning in advance of today's appeal hearing. We are not here to involve you in litigation. We are simply here to provide facts and evidence so that you can make a well-informed decision on this appeal.

Why are we objecting to the Plan Approval?
Simply put, an approval to permanently develop this portion of 920 Jefferson Ave. impacts the approvals given by the R.M. of Old Kildonan for a long-standing parking arrangement



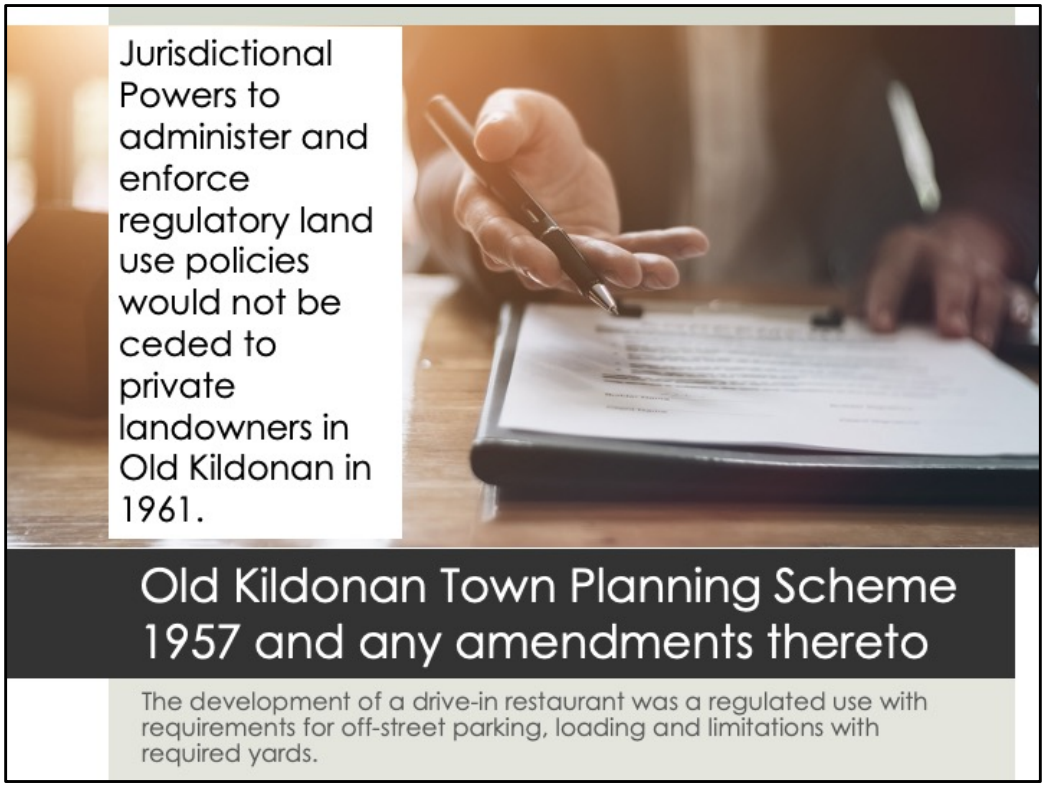
I will present facts and findings in the following order:

- A brief background of the Thunderbird's Development, including
    - Policy (Statutory) Requirements and Recorded Minutes at the time the Thunderbird was developed;
    - Written Testimony and Architectural Review
- An Overview of how the CRU's Plan Approval Impacts the Thunderbird, and
- A Potential Alternative Layout



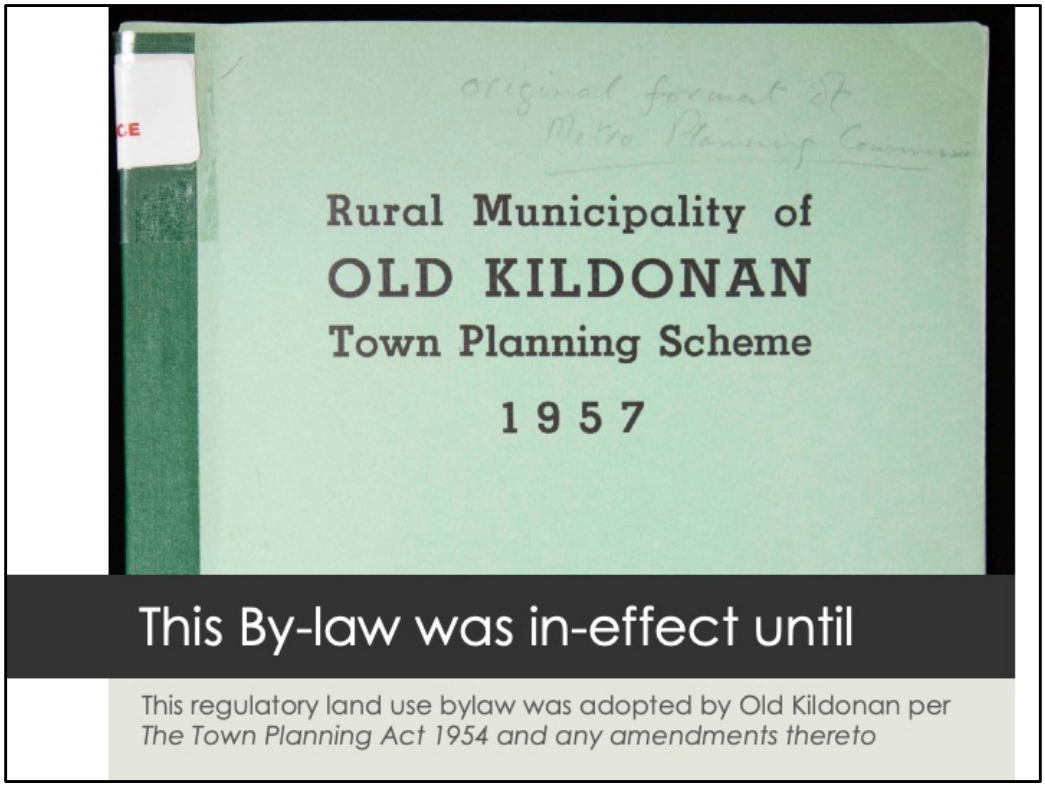
In 1961, when the property (red box) was developed McPhillips was essentially the border between the city limits and farmland. You can see this on the air photo from 1964, above.

West of McPhillips was the R.M. of Old Kildonan; to the east was the R.M. of West Kildonan. Establishments in this area of Old Kildonan had to approach the adjacent RM to see if they could gain access to sewer and water, if needed, otherwise they had to establish their own private well and septic system in accordance with Provincial Regulations. The two municipalities were part of the Greater Metropolitan Region which began to provide review and recommendation of certain planning approvals in advance of the 1972 amalgamation into the Unified City of Winnipeg.

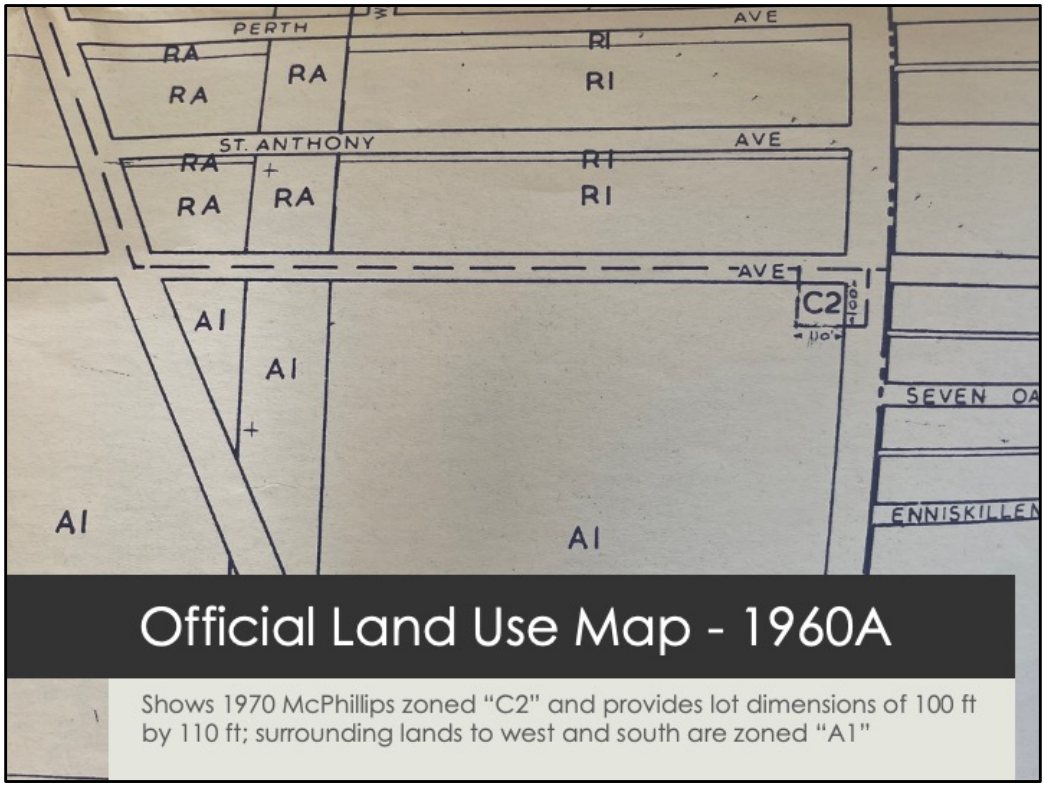


With respect to the Starbucks Plan approval, the City's Director of Planning has stated to both the Lord Selkirk, West Kildonan Community Committee and the Standing Policy Committee on Property and Development... that the matter of the Thunderbird's development was simply a decision of two property owners and that the Municipality played no role in establishing any agreement. This sentiment was echoed by the Proponent.

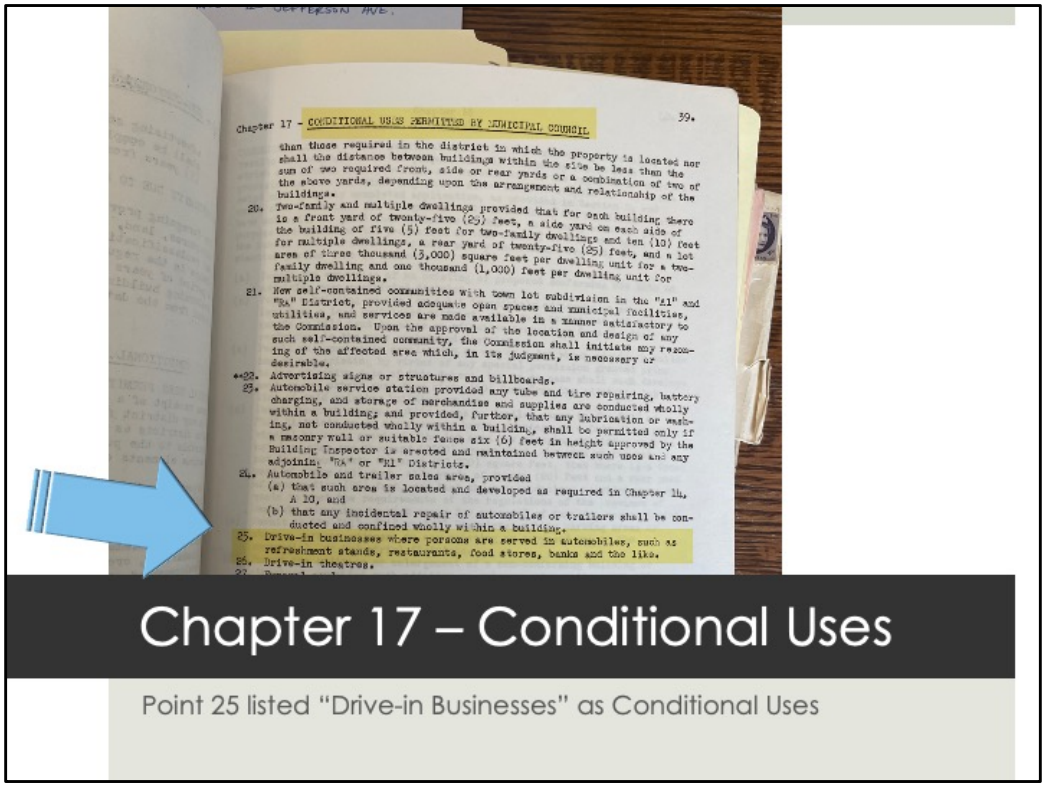
One might find it easy to believe that in 1961 property owners could organize their land outside of Administrative and Council oversight, however, the fact is that *The Town Planning Act of 1954* stipulates under Schedule B, point 13, that an approved Town Planning Scheme must provide general provisions should the Authority wish to cede jurisdiction to private landowners to make agreements with one another. Old Kildonan's Scheme provided no such provisions. The planning authority therefore had an obligation to administer and enforce its regulatory land use by-law. That was the Law. To cede authority to private landowners would have been ultra vires.



The proof of the policy (Statutory) requirements is in the Scheme, officially adopted on July 2, 1957.



Fact: On May 7, 1957, 1970 McPhillips was rezoned to C2, suitably zoned for Commercial uses.



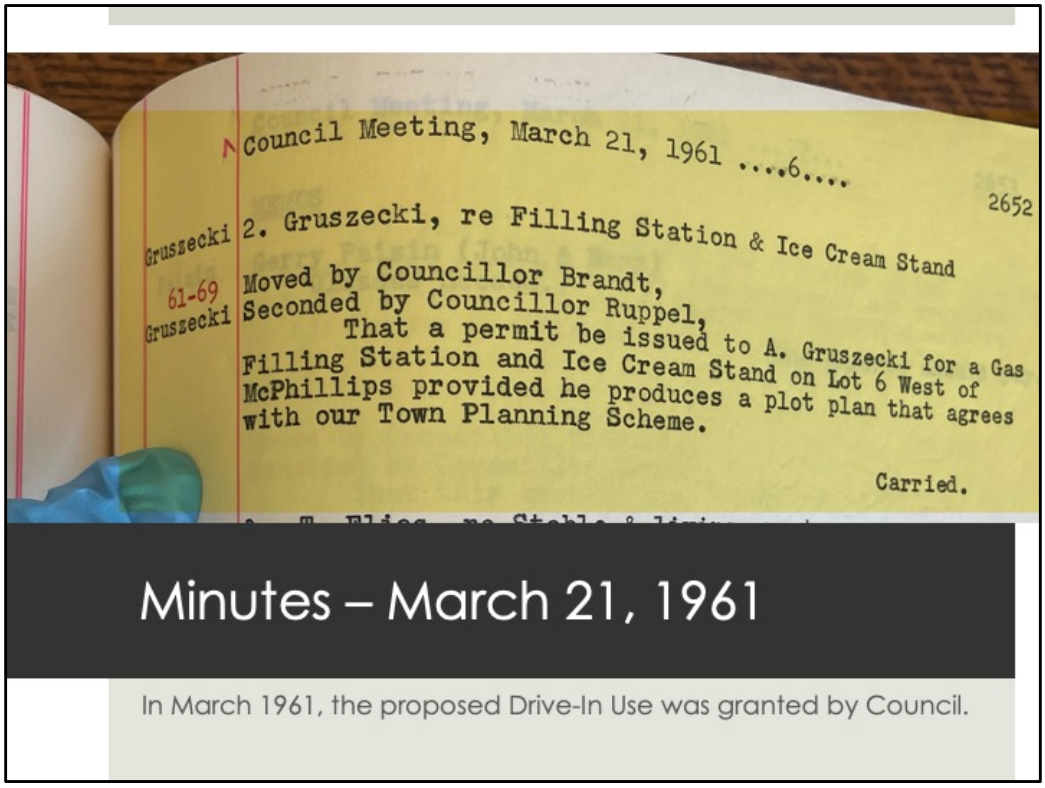
Chapter 17 – Conditional Uses

Point 25 listed "Drive-in Businesses" as Conditional Uses

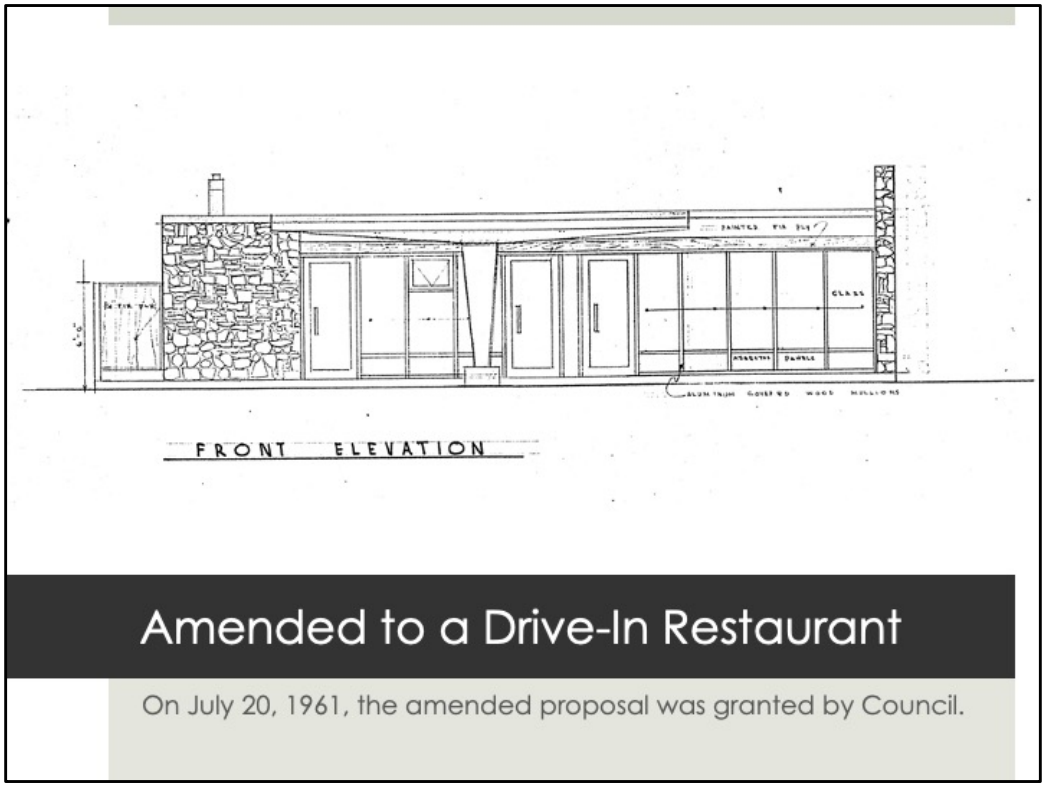
Per the Scheme, a Drive-in business was a Conditional Use.



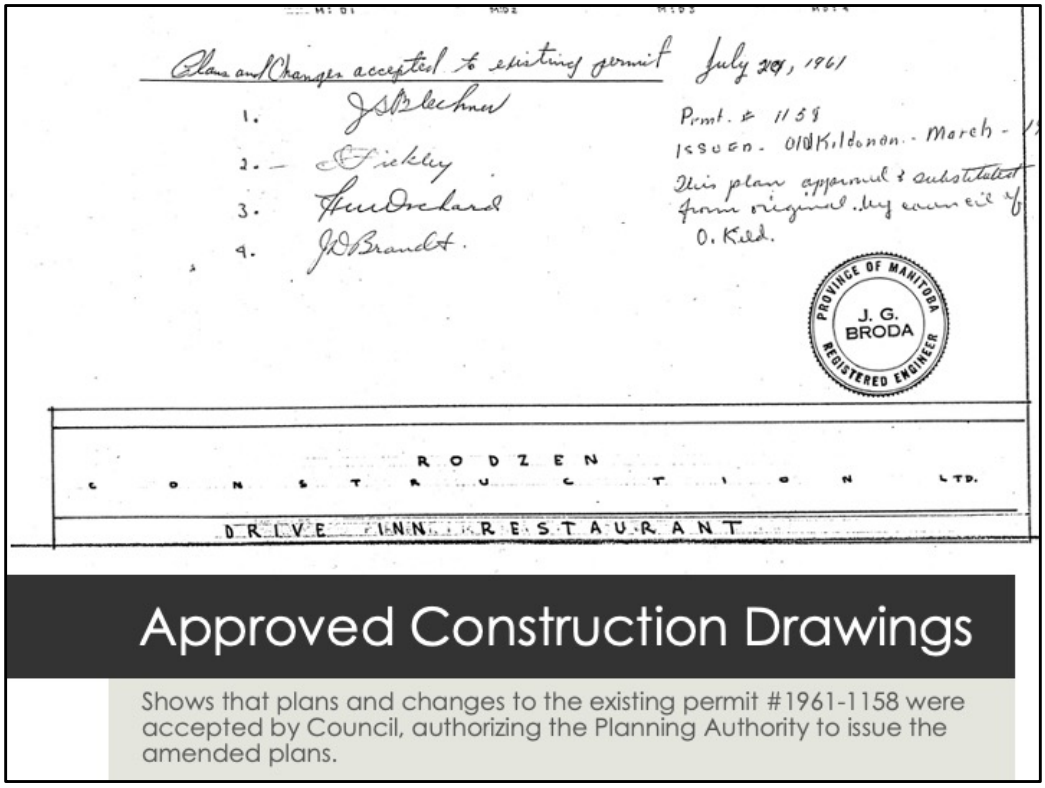
In 1961, application was made to the Planning Authority to develop the site for a filling station use.



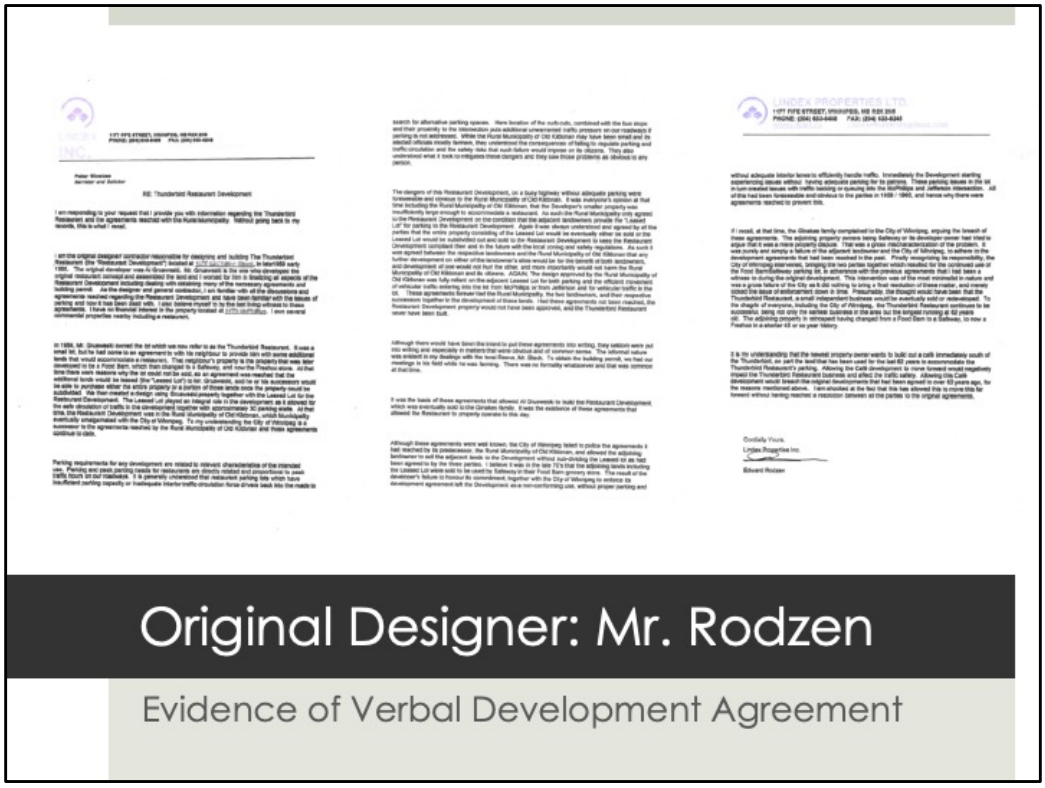
Council Minutes show the motion was carried on March 21, 1961.



… the plans were revised for the Thunderbird Restaurant which were approved on July 20, 1961…



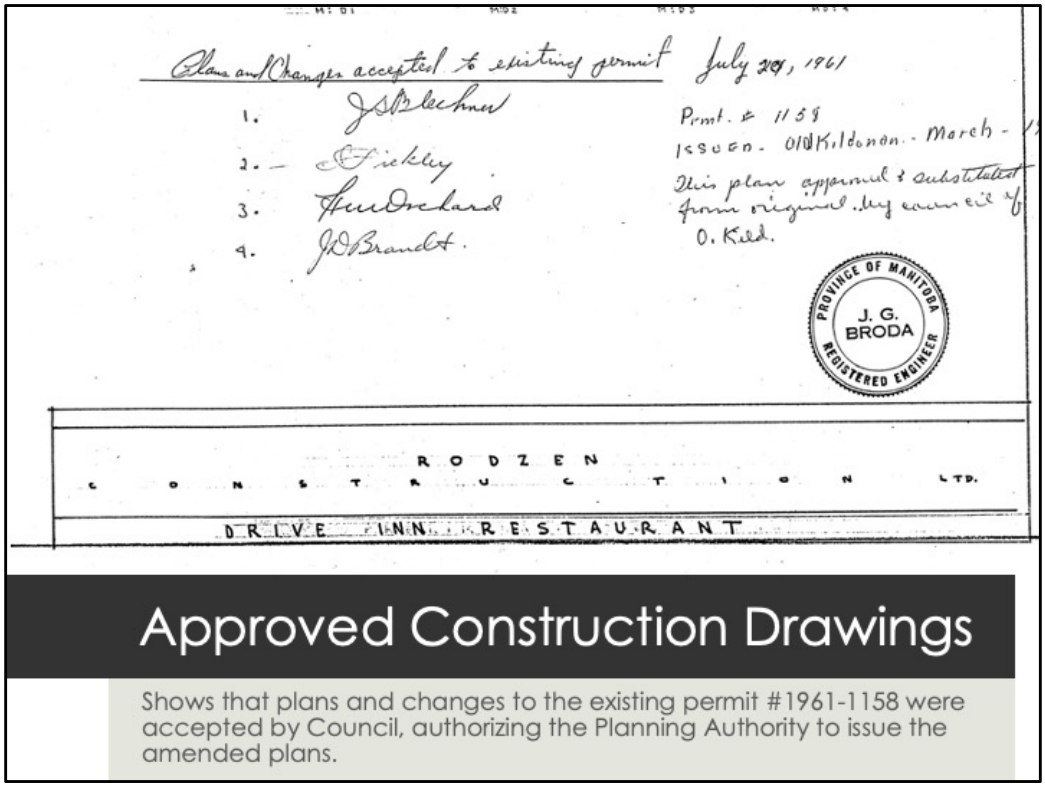
The evidence of approval is found on the revised plan's themselves. Please note that these were the same plans prepared by one Mr. Rodzen, who produced numerous designs for various developments in and around the Greater Metropolitan Region. Prior to us locating this archival evidence, my Client sought a written account from Mr. Rodzen to explain his account of the approval process for the Thunderbird in 1961.



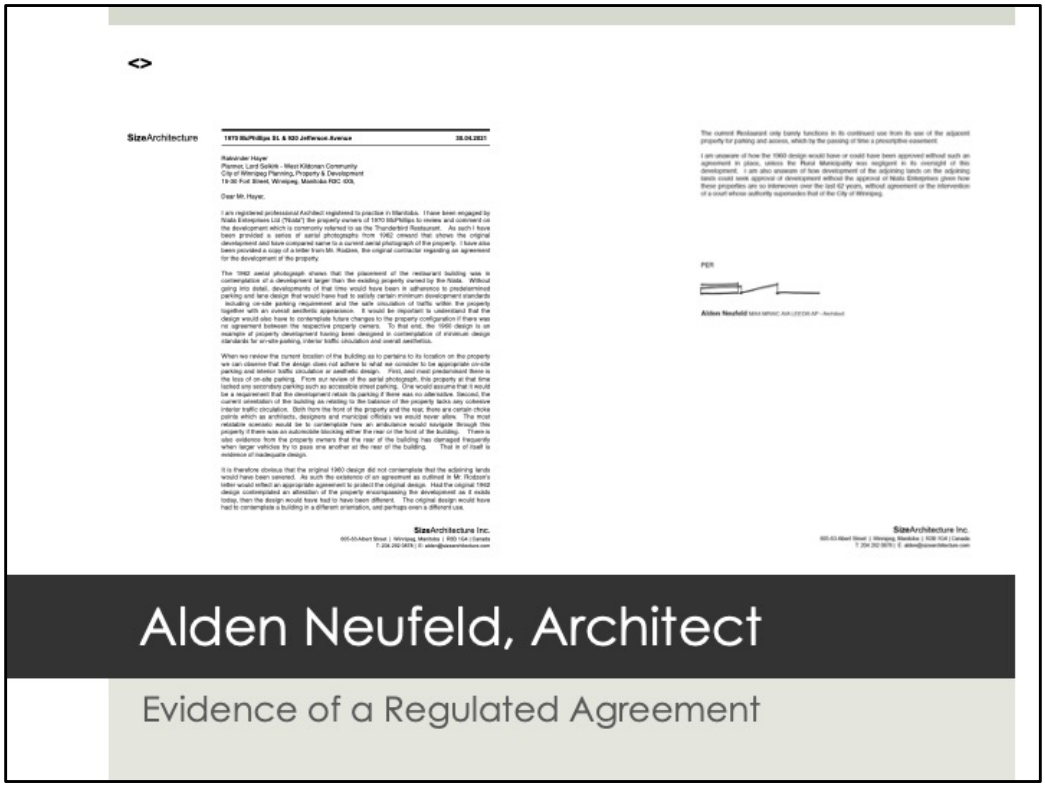
Original Designer: Mr. Rodzen

Evidence of Verbal Development Agreement

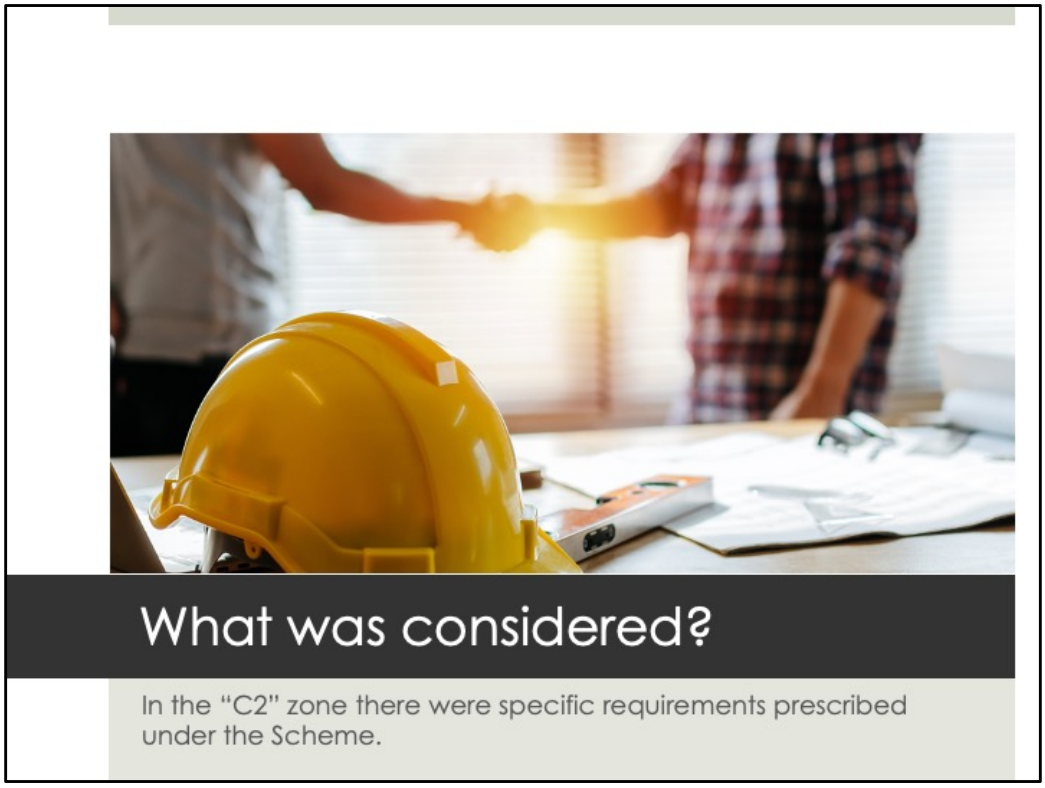
Mr. Rodzen's letter, above, provides a witness account and has been provided as part of our submission



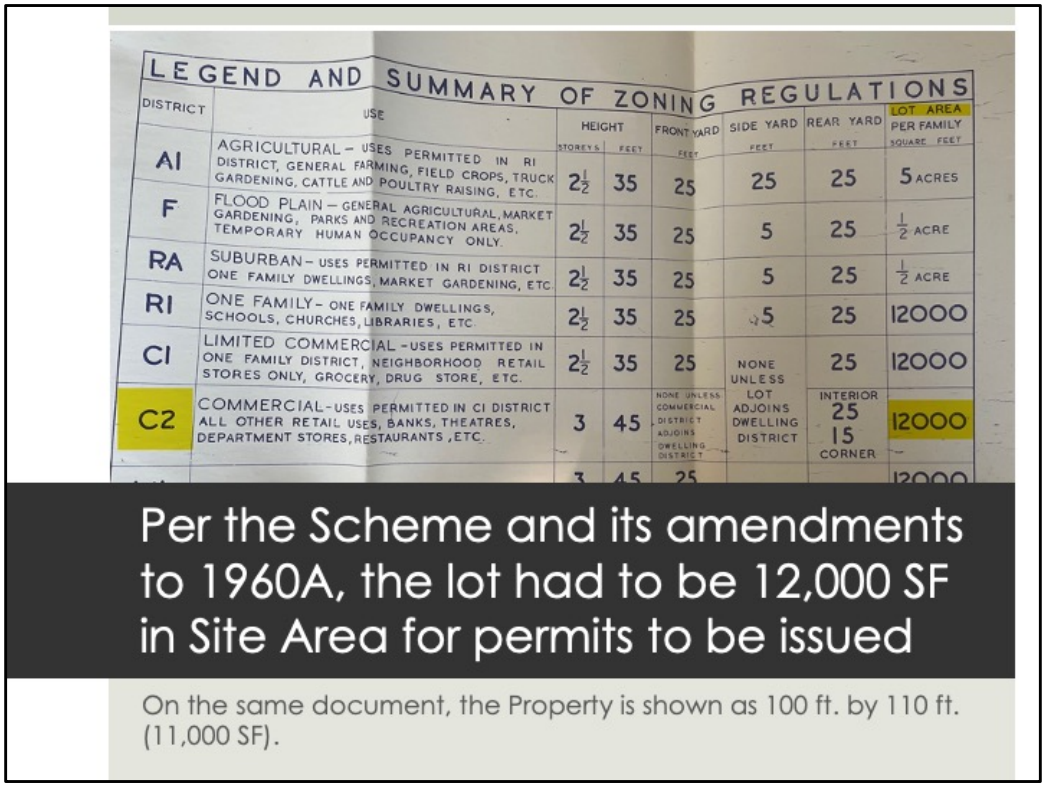
The signatures shows that even after 60-years, Rodzen's account of having to get the sign-off from each area Councillor to amend the plans and release the permit for the Thunderbird matches with his written account.



Prior to a full review of the City's documents, including a review of the Old Kildonan Town Planning Scheme, Registered Professional Architect Alden Neufeld addressed the reasons why an agreement as outlined in Mr. Rodzen's letter would have been an appropriate planning solution and duly regulated by the municipality. Neufeld's letter is provided for your review. The main issue Neufeld expertly addresses is safety, which remains one of the Thunderbird's main concerns should Plan Approval be granted.



I want to assure the EPC that development of this site in 1961 was more than just a handshake between two landowners, as the Scheme did, in fact, regulate the design of this development.



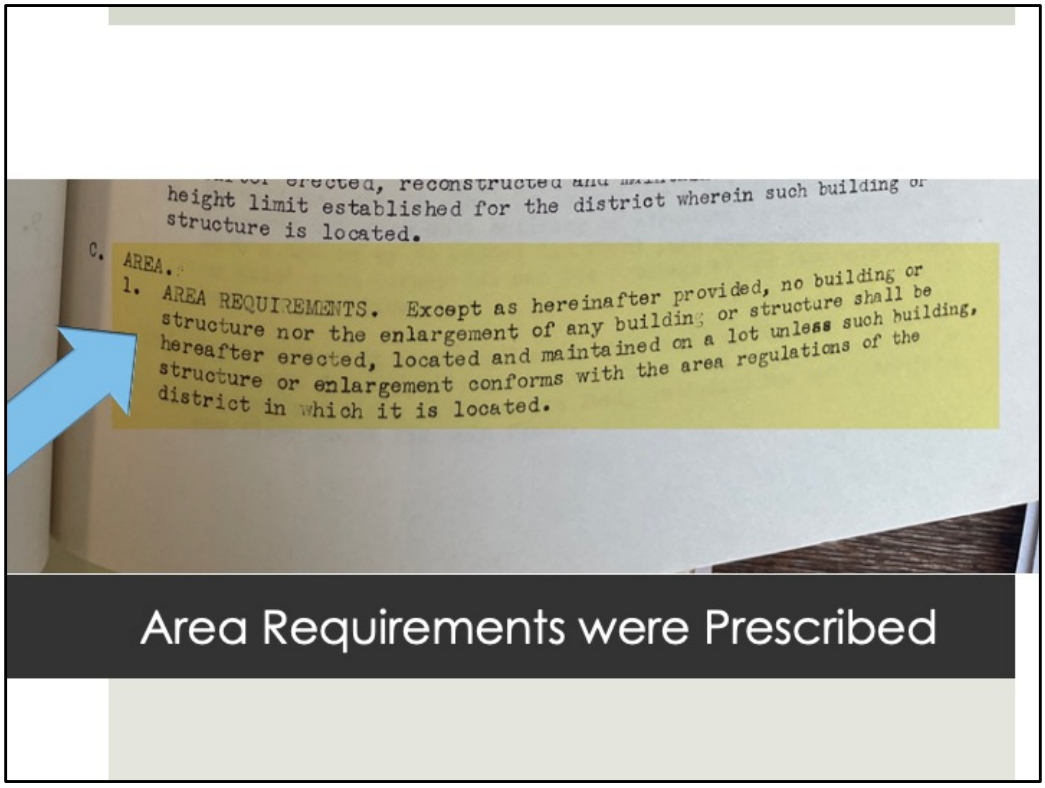
LEGEND AND SUMMARY OF ZONING REGULATIONS

DISTRICT	USE	HEIGHT STOREYS	HEIGHT FEET	FRONT YARD FEET	SIDE YARD FEET	REAR YARD FEET	LOT AREA PER FAMILY SQUARE FEET
AI	AGRICULTURAL – USES PERMITTED IN RI DISTRICT, GENERAL FARMING, FIELD CROPS, TRUCK GARDENING, CATTLE AND POULTRY RAISING, ETC.	2½	35	25	25	25	5 ACRES
F	FLOOD PLAIN – GENERAL AGRICULTURAL, MARKET GARDENING, PARKS AND RECREATION AREAS, TEMPORARY HUMAN OCCUPANCY ONLY.	2½	35	25	5	25	½ ACRE
RA	SUBURBAN – USES PERMITTED IN RI DISTRICT ONE FAMILY DWELLINGS, MARKET GARDENING, ETC.	2½	35	25	5	25	½ ACRE
RI	ONE FAMILY – ONE FAMILY DWELLINGS, SCHOOLS, CHURCHES, LIBRARIES, ETC.	2½	35	25	5	25	12000
CI	LIMITED COMMERCIAL – USES PERMITTED IN ONE FAMILY DISTRICT, NEIGHBORHOOD RETAIL STORES ONLY, GROCERY, DRUG STORE, ETC.	2½	35	25	NONE UNLESS LOT ADJOINS DWELLING DISTRICT	25	12000
C2	COMMERCIAL – USES PERMITTED IN CI DISTRICT ALL OTHER RETAIL USES, BANKS, THEATRES, DEPARTMENT STORES, RESTAURANTS, ETC.	3	45	NONE UNLESS COMMERCIAL DISTRICT ADJOINS DWELLING DISTRICT		INTERIOR 25 15 CORNER	12000

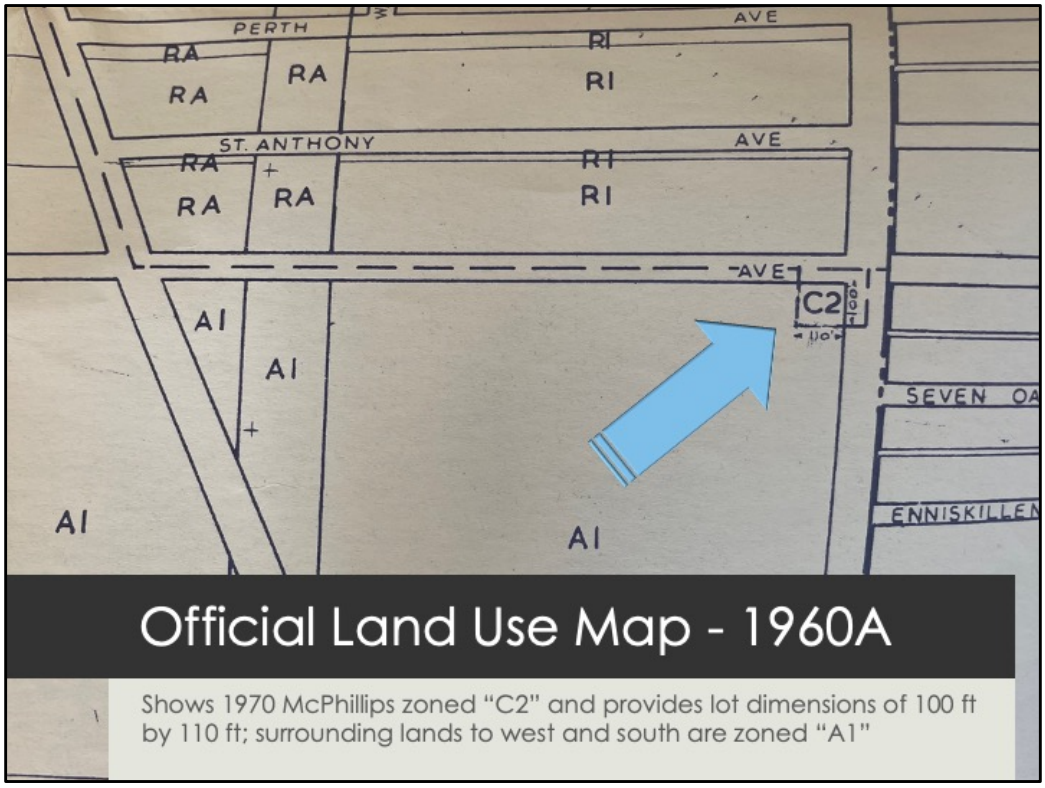
Per the Scheme and its amendments to 1960A, the lot had to be 12,000 SF in Site Area for permits to be issued

On the same document, the Property is shown as 100 ft. by 110 ft. (11,000 SF).

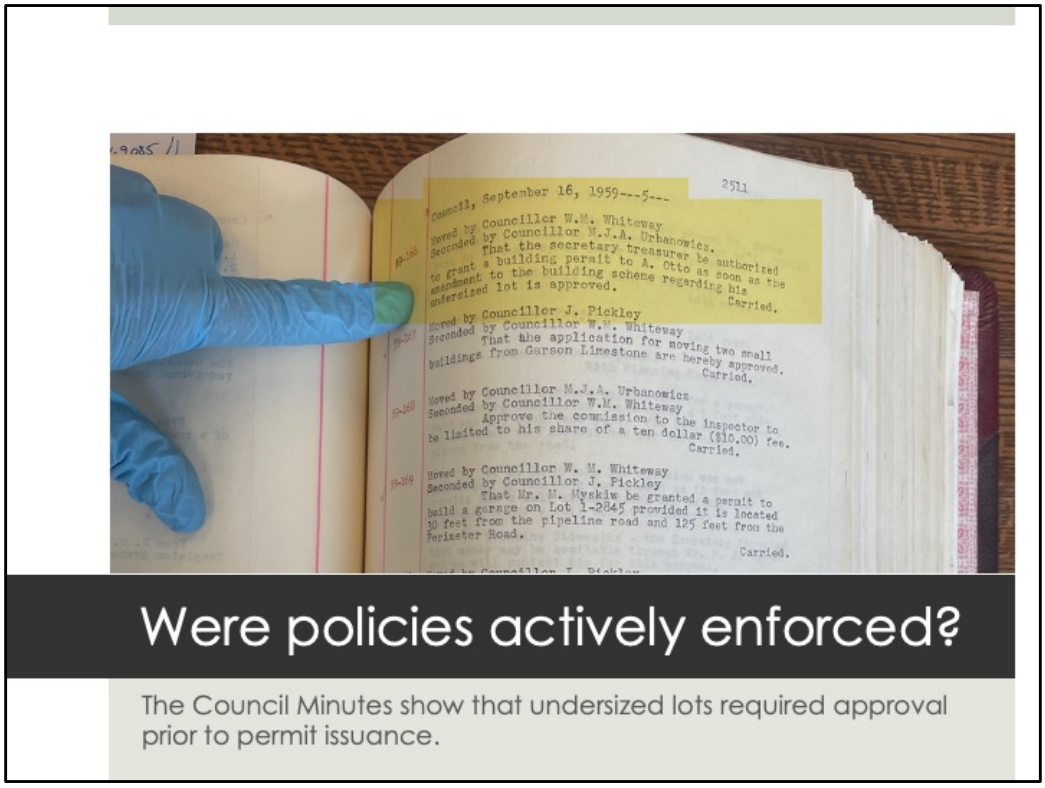
The lot size itself did not meet minimum site area requirements for development. Per amendment 1960A, lots in the C2 zone required a minimum of 12,000 SF to be developed.



Area requirements were clearly prescribed and regulated under the Scheme.



The blue arrow points to the Thunderbird's property clearly showing dimensions on the Official Land Use Map of 1960, making the lot undersized for development in the C2 zone.

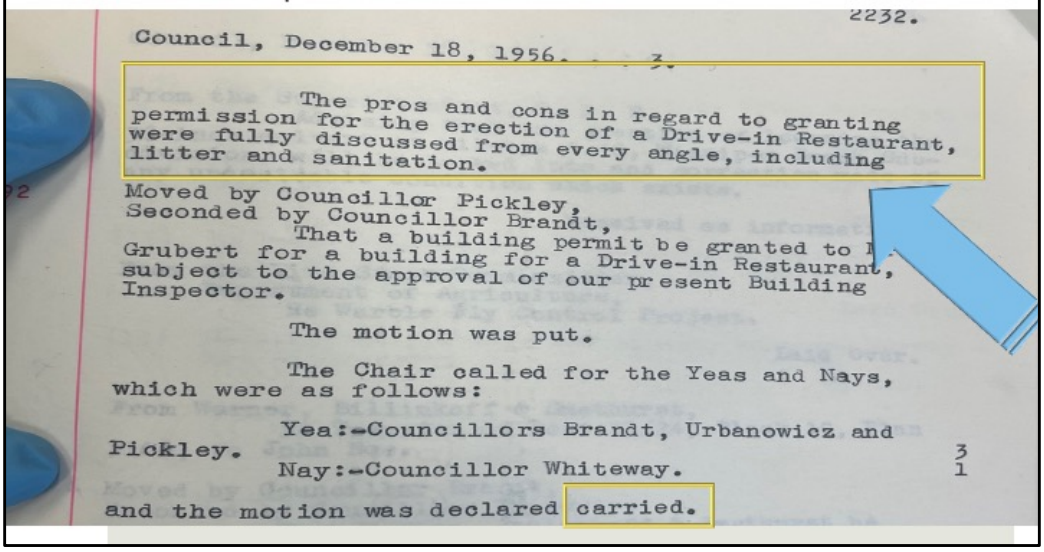


…the minutes show that then Council considered adjustments to undersized lots prior to development approval.

The record shown above is from September of 1959 and Council confirmed the request. It's clear administration and Council were aware of the policy (Statutory) regulation and actively practiced its enforcement.

The Thunderbird's application to develop its lot was considered by Council in March of 1961.

CIVIC ADDRESS.	RESTAURANT NAME.	ASSESSED AREA.
• 1970 McPhillips St.	Thunderbird	**11,000** SF
• 1330 McPhillips St.	Champs	**27,233** SF
• 1301 McPhillips St.	Millionaire Drive-In	**30,639** SF
• 1019 McPhillips St.	A&W	**22,915** SF



2232.

Council, December 18, 1956. - - 3.

The pros and cons in regard to granting permission for the erection of a Drive-in Restaurant, were fully discussed from every angle, including litter and sanitation.

Moved by Councillor Pickley,
Seconded by Councillor Brandt,
That a building permit be granted to M. Grubert for a building for a Drive-in Restaurant, subject to the approval of our present Building Inspector.

The motion was put.

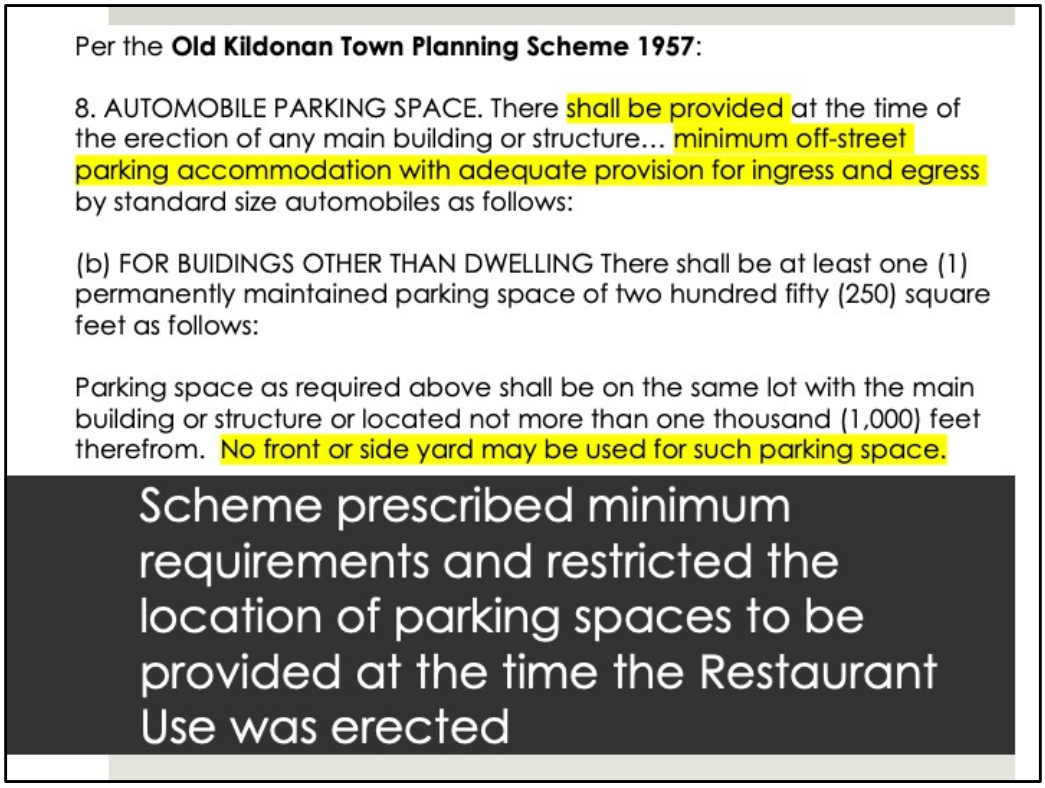
The Chair called for the Yeas and Nays, which were as follows:

Yea:-Councillors Brandt, Urbanowicz and Pickley. 3

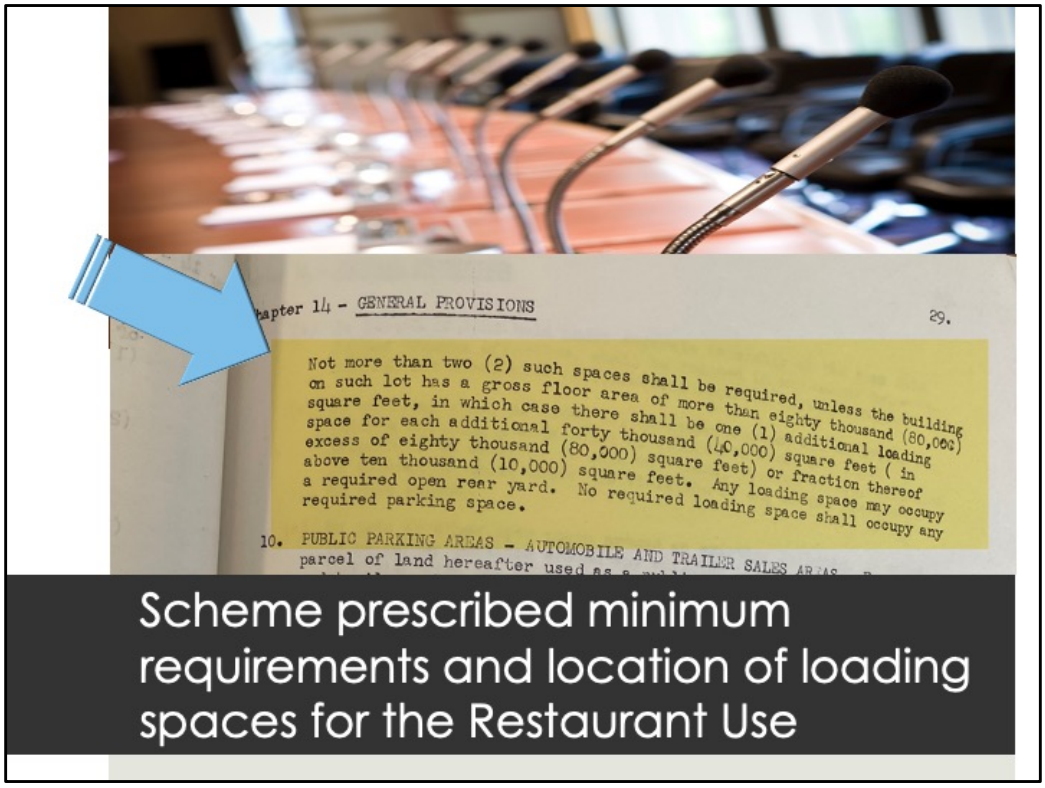
Nay:-Councillor Whiteway. 1

and the motion was declared carried.

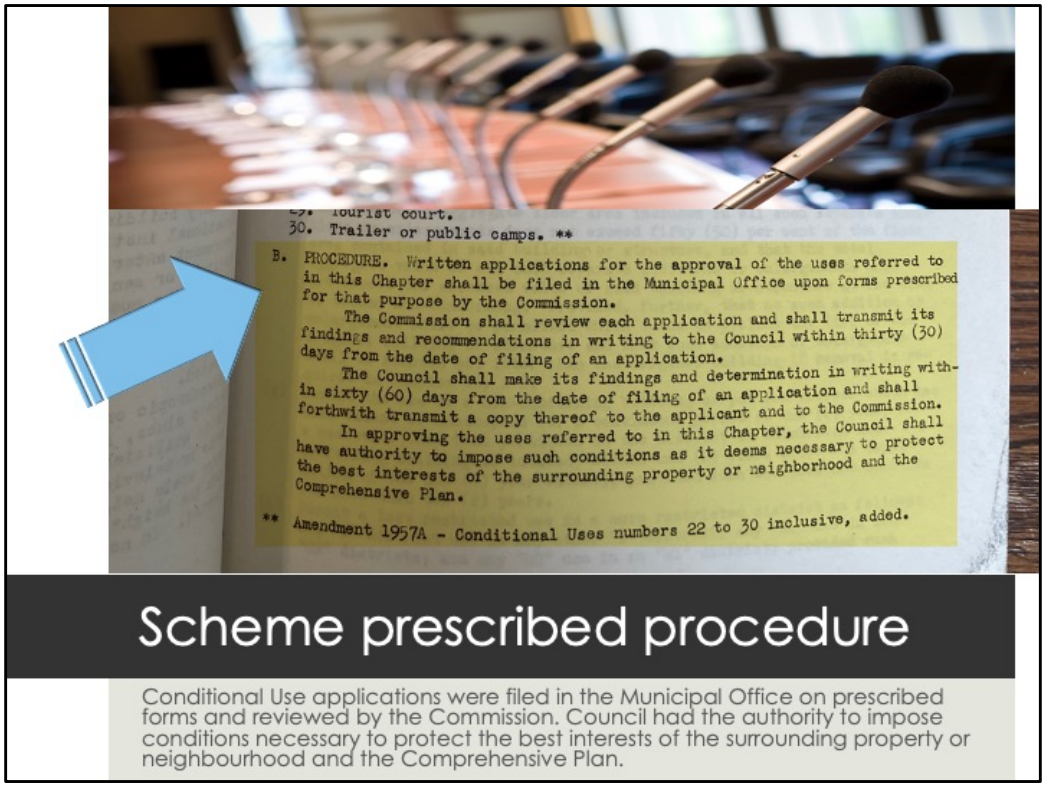
I want to bring the Committee's attention to four civic addresses listed above, showing that other drive-in restaurants in proximity to the Thunderbird were located on properties with at least twice the site area of the Thunderbird. Beneath that is an image of the minutes from December 18, 1956. On that evening, the Champs Restaurant drive-in use was considered by Council and the minutes record "the pros and cons to granting permission for the erection of a Drive-in Restaurant were fully discussed from every angle" and the motion was carried 3-1. Drive in business uses made numerous appearances in the Old Kildonan Council minutes from this era. Please note that the Champs lot was ~27,000SF. The Thunderbird's lot, including the portion developed for Public Parking located on the surrounding lands is surveyed as being 25,974 SF (nearly 26,000 SF) in site area.



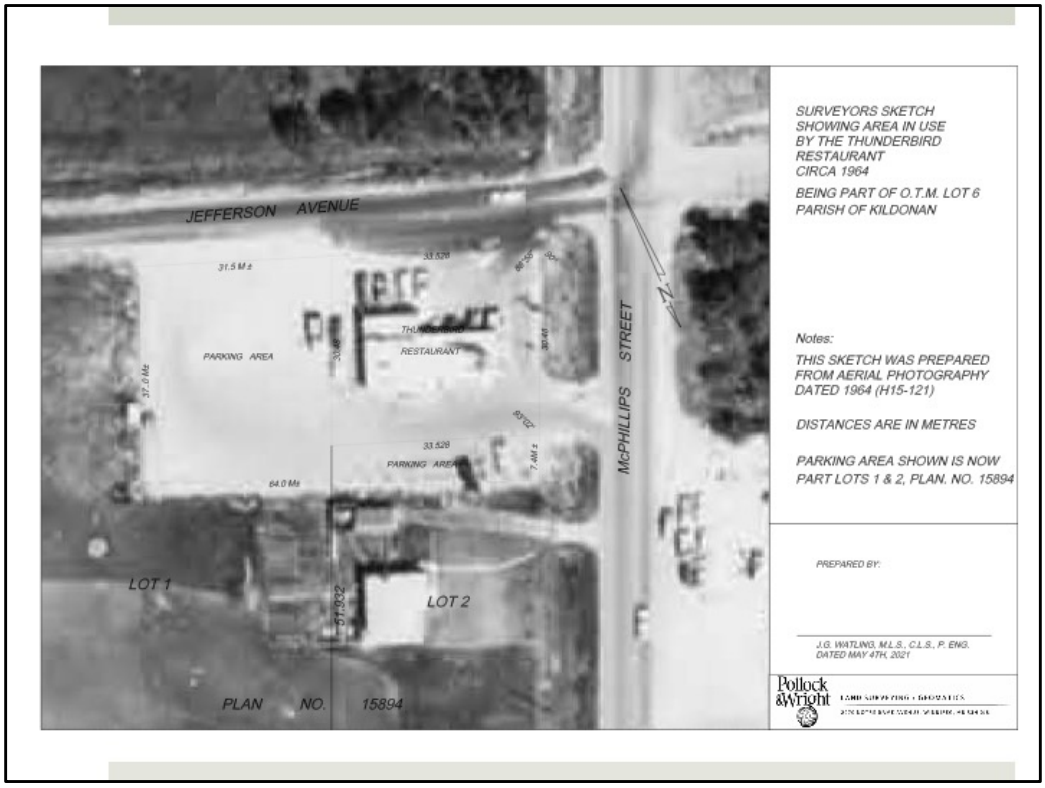
Standard parking and loading requirements and permitted projections into required yards were stipulated. What that all means is that along-with minimum off-street parking ...



…and loading requirements, there were limitations to where those site elements could be placed in relation to property lines; and site elements would be further impacted by the siting of the building itself.



It's important to note that with a Conditional Use process, administration filed the application, the Commission reviewed the application and made recommendation to Council, and Council had the ability to impose conditions "necessary to protect the best interests of the surrounding property or neighbourhood and the Comprehensive Plan" (which is the 1961 equivalent of OurWinnipeg). Therefore, this application would have been thoroughly assessed for impacts to surrounding property and Council would have imposed additional requirements especially as relates to off-street parking for the land in question.

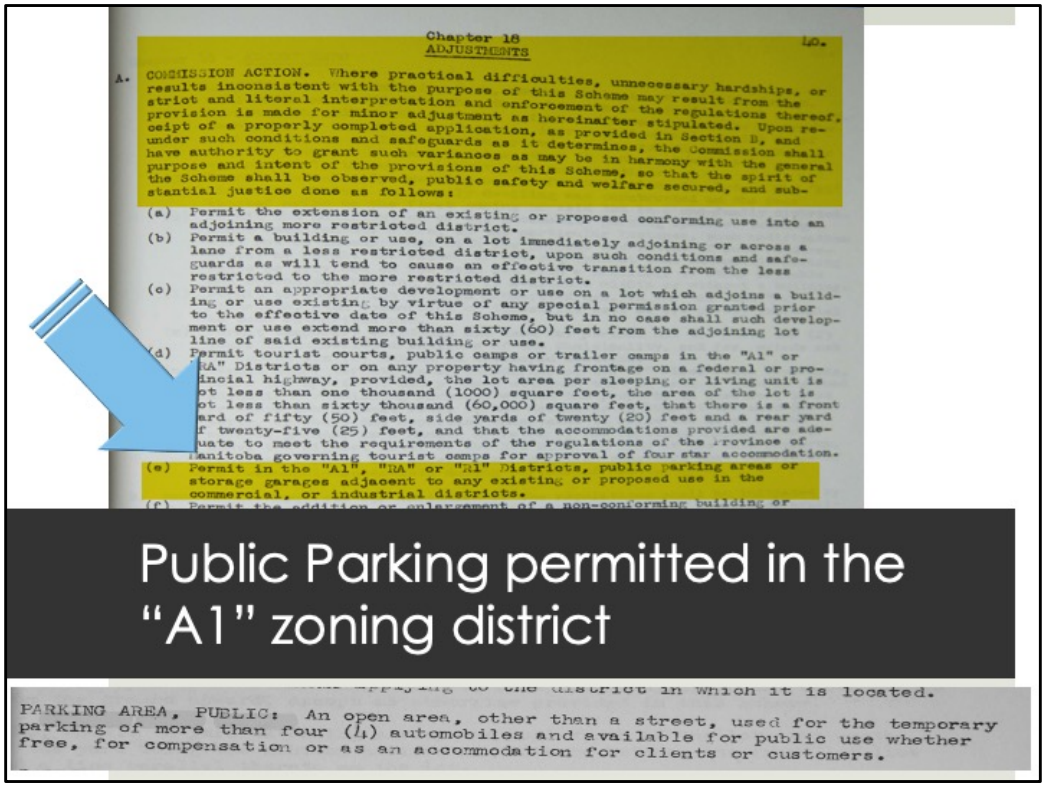


The above image is a Surveyor's Sketch prepared by Pollock and Wright overlaying the 1964 air photo. Surveyors are the only professionals qualified in the Province of Manitoba to establish property lines and establish locations of buildings on property. This Surveyor's Sketch measures the Public Parking developed on surrounding lands for the use of the Thunderbird Restaurant and its patrons.



When required yards prescribed under the Scheme are marked on a site plan, it becomes clear that the 11,000 SF lot leaves no room for required parking for the dine-in use to be placed where it can be reasonably accessed and further not block access to required loading areas.

It's important to distinguish that the car-hop service found under the canopy was not considered required parking for the dine-in restaurant; the car-hop was the conditional use unrelated to the already regulated off-street parking requirements for a dine-in restaurant. The Conditional Use would have considered, amongst other things, additional requirements for queueing related to the drive-in and additional aspects requiring adjustment.



Interestingly, there was an available adjustment under the Scheme for Public Parking on surrounding lands zoned “A1”, which the surrounding lands were so zoned in 1961. The 1964 archival photo of the parking lot development and Mr. Rodzen’s testimony make sense when understood against regulatory requirements. Variance Orders and Conditional Use Orders often have conditions attached, however, the City has no records of these approvals.



Given the level of rigour evident in the recorded minutes, its clear that administration, the planning commission, and the Council of Old Kildonan fulfilled their roles and responsibilities on a variety of matters, however, it is also clear that the legal (Statutory) requirement to maintain all records in perpetuity was not sufficiently kept.



We know that the Scheme did not permit private land owners to regulate, administer and enforce the by-law provisions. That authority was held with Council, much like it is today, with an appointed officer overseeing the administrative branch. Decisions were not made up as the Restaurant was being built, the entire proposal would have been thoroughly considered in advance of municipal approval.



Had the Planning Authority not created an agreement or easement on the surrounding lands to permit the use, the use would have been obsolete from the beginning.

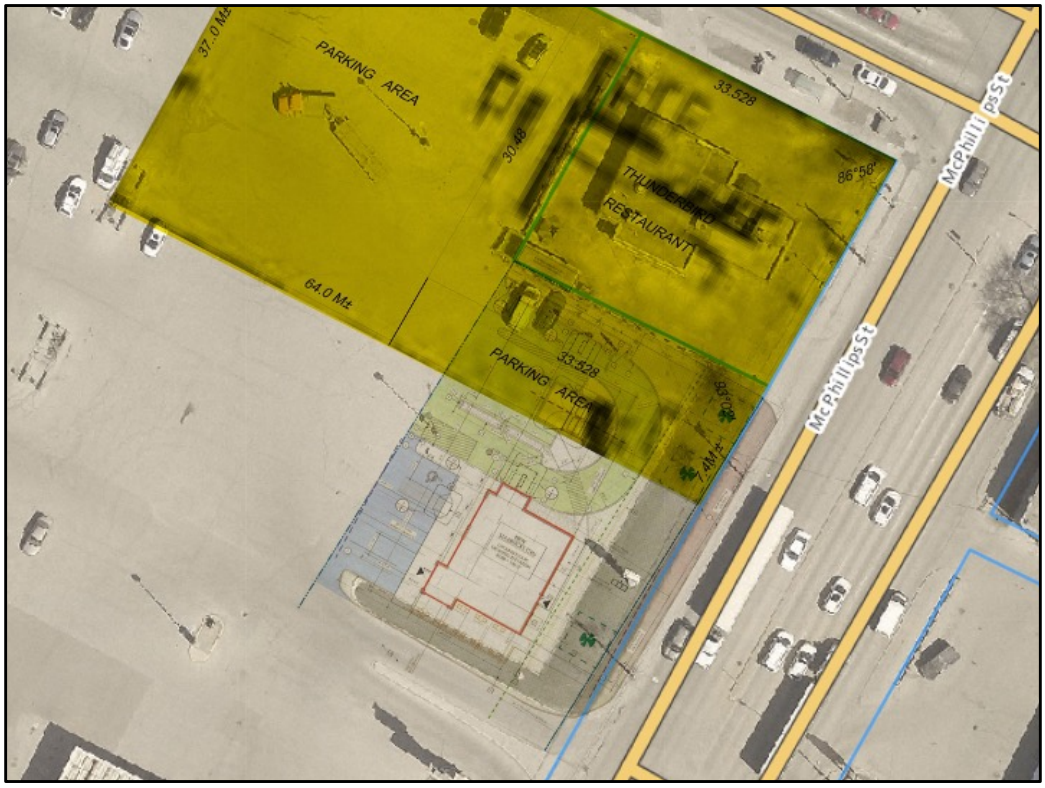
Under the current by-law requirements, the dine-in restaurant cannot satisfy the requirements for parking, loading, aisle widths, required yards, and other such policy (Statutory) requirements without recognition by the City that the area of the surrounding lands originally developed in 1961 for the restaurant's off-street parking remains in-tact and solely for the use of the Thunderbird and its patrons.

Without this recognition, the result would create traffic issues into the streets reminiscent of what has occurred at Northgate Shopping Centre.

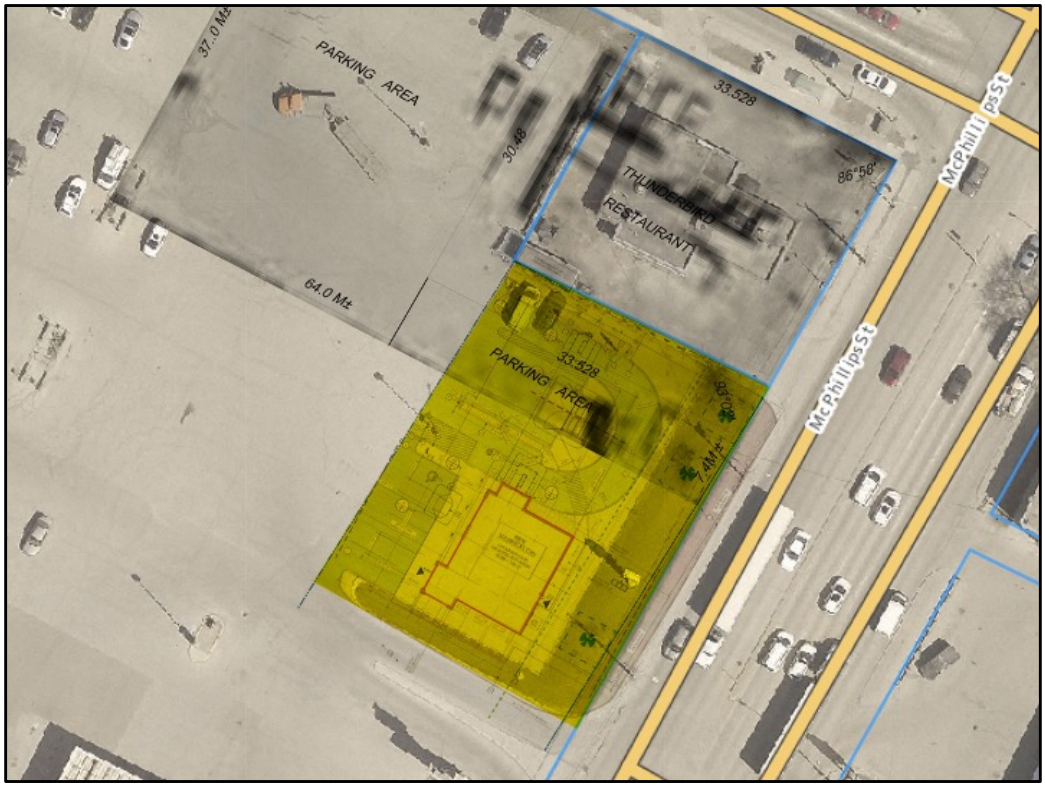


Between 1979-81, 920 Jefferson was re-zoned, subdivided and developed for Commercial use. Through each approval, the City would not have had the legal opportunity to incorporate the terms of the Thunderbird's development and use of surrounding lands for Public Parking. Approvals on the former-Safeway lot would not have expunged the terms of prior development approvals. More than one development approval can exist and both can impact a property's development.

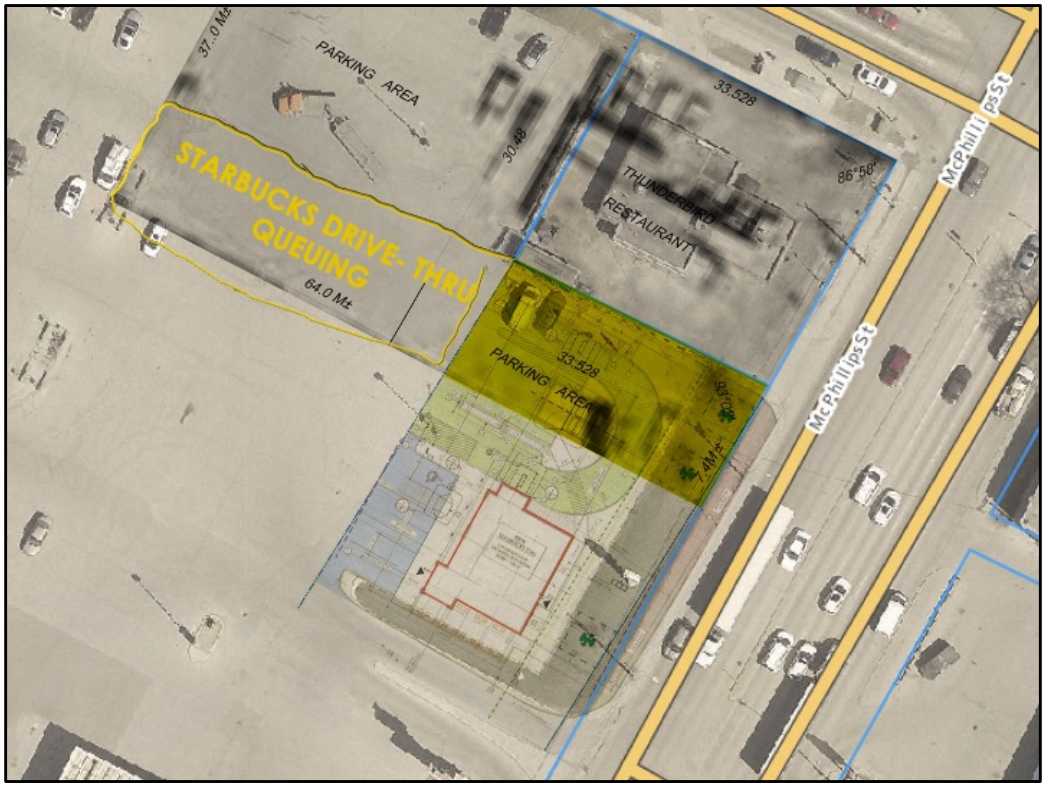
The use of the surrounding lands for the patrons of the Thunderbird was open and notoriously known, as such there were instances where the City stepped in to protect the Public Parking for the Thunderbird demanding Safeway remove parking signage from that area. The City has protected the Thunderbird's rights to operate with sufficient parking.



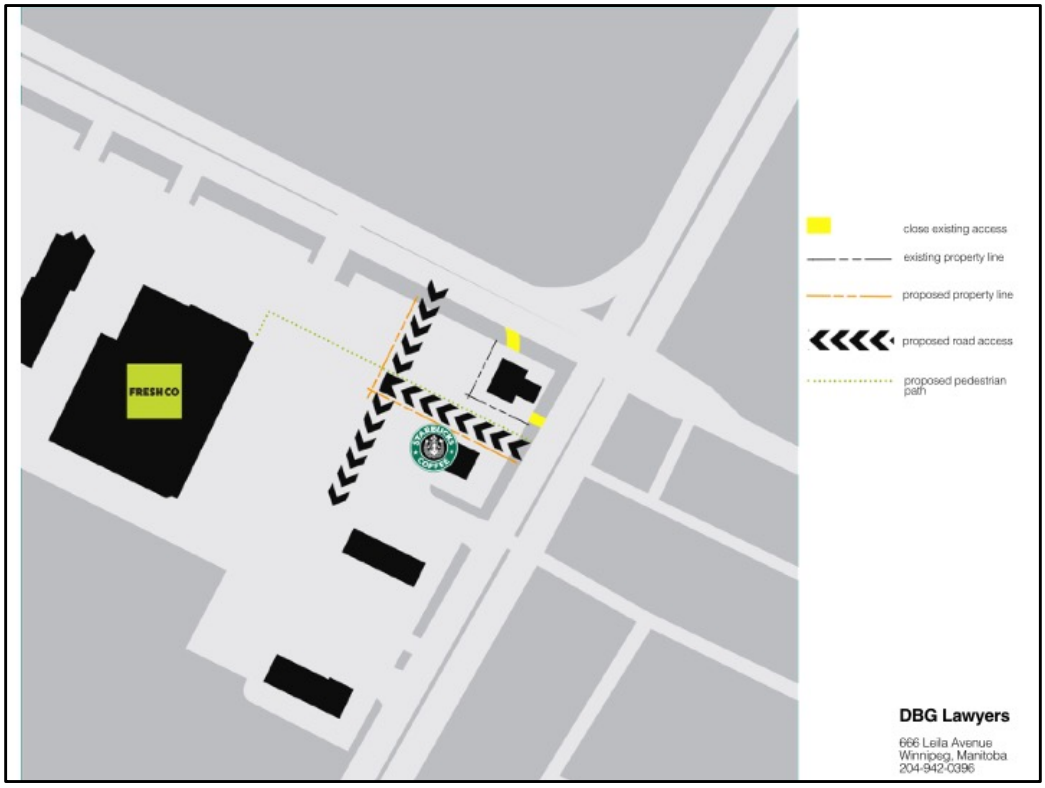
To better understand where the approved Public Parking is located, the map above shows a current google map scaled to match an overlay of both the Surveyors sketch…



and the Plan Approval.



The highlighted area and queueing area marked on the above map is to help visualize the area of the approved Public Parking that would be permanently impacted by the Starbucks development.

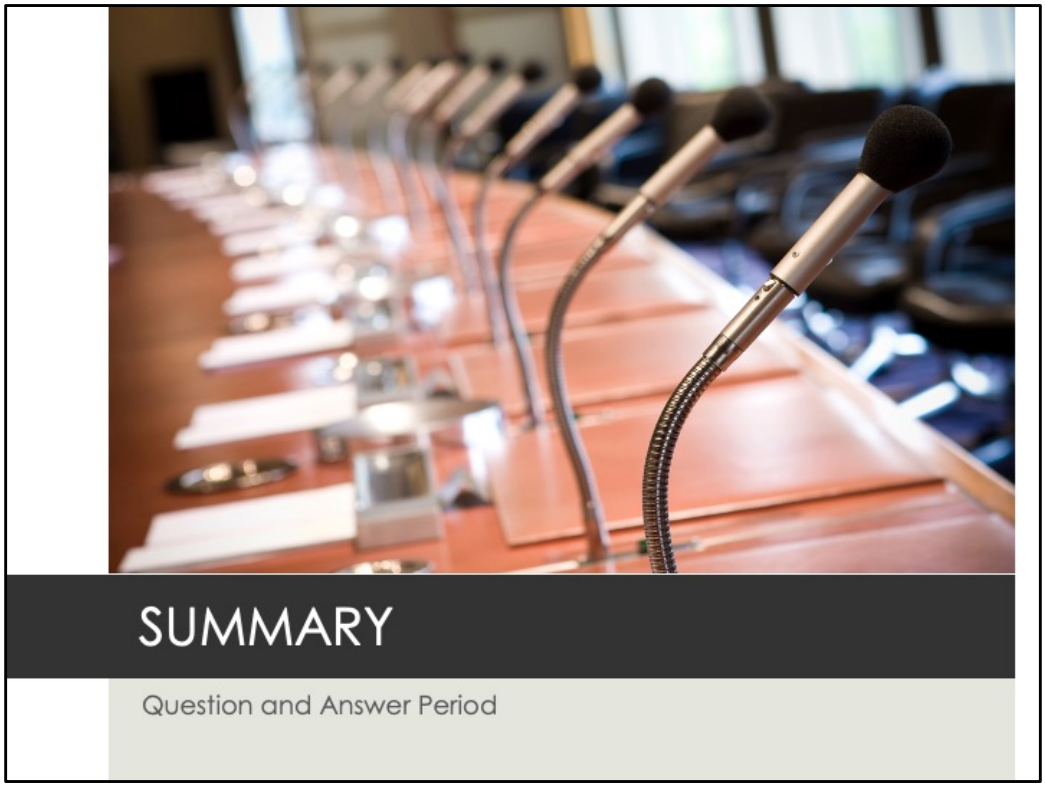


By the applicants own submission they have an abundance of property and a surplus of parking for their needs.

As one possible solution, Architect Alden Neufeld prepared an alternative layout for my client where overall access is improved around the important intersection of Jefferson and McPhillips and the Public Parking for the Thunderbird is delineated and secured through subdivision approval; equally it provides sufficient space for the Starbucks to establish in generally the same location, just moved to the south sufficiently to protect access, egress, and other site elements for the Thunderbird. My client wants to make clear that the Thunderbird is not in opposition to the Starbucks CRU; the owners are in opposition to its placement under the Plan Approval, as its current location creates a permanent injurious effect upon the Thunderbird's viability and encroaches onto lands that are protected.

It is my client's position that the Proponent currently has no incentive to deal fairly on this matter as the City supports that no such Public Parking or other parking agreement had been approved or established by the Council of Old Kildonan; and, as such, a long-standing, local restaurant, that is an icon in the City's north-end has been advised by the City's Legal Services to litigate to protect their rights for an approved use. The tenants of the Thunderbird, who received an occupancy permit from the City's Planning Department on September 23, 2013, placed the restaurant for sale this summer, but buyers are unwilling to purchase the business without adequate

parking.



In Summary, it's the City's obligation to maintain records of required approvals, even if granted under a prior Approving Authority. Because this hasn't been done, given the evidence found in the minutes, signatures found on the plan approval for the Thunderbird's construction, written testimony of an original builder, review of several design professionals, the Surveyor's Sketch of the Public Parking area; and given the policy (Statutory) requirements of the Town Planning Scheme, we are asking this committee to either reject the Appeal of the Proponent to permit the Plan Approval or put-off a decision pending Court Hearing.

I look forward to any questions this Committee may have and want to note that **I have included additional slides at the end of this presentation for supportive information**. Thank-you for time.



Both Administration and the Proponent have made note of the seasonal garden centre occupying the lot. It is important to note that the nursery is seasonal AND only permitted on that portion of the lands protected due to:

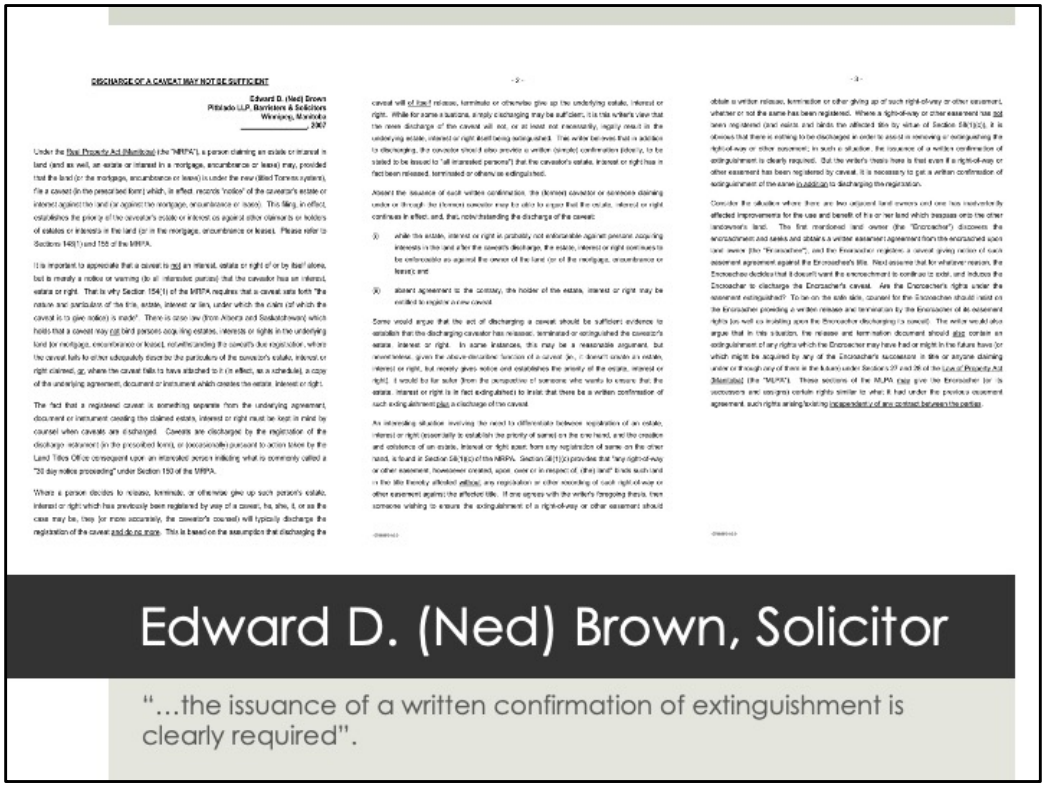
1. the request of the former owner (Safeway) of 920 Jefferson Ave to rent the land;
2. the permission of the Thunderbird Restaurant who provides access to water and power for the nursery plants; and
3. the nursery obtaining all required permits from the Planning Authority.

All three parties to the Public Parking agreement are agreeable to permit the seasonal occupancy which generally runs from May 1 – August 1 of the lot since 1984.

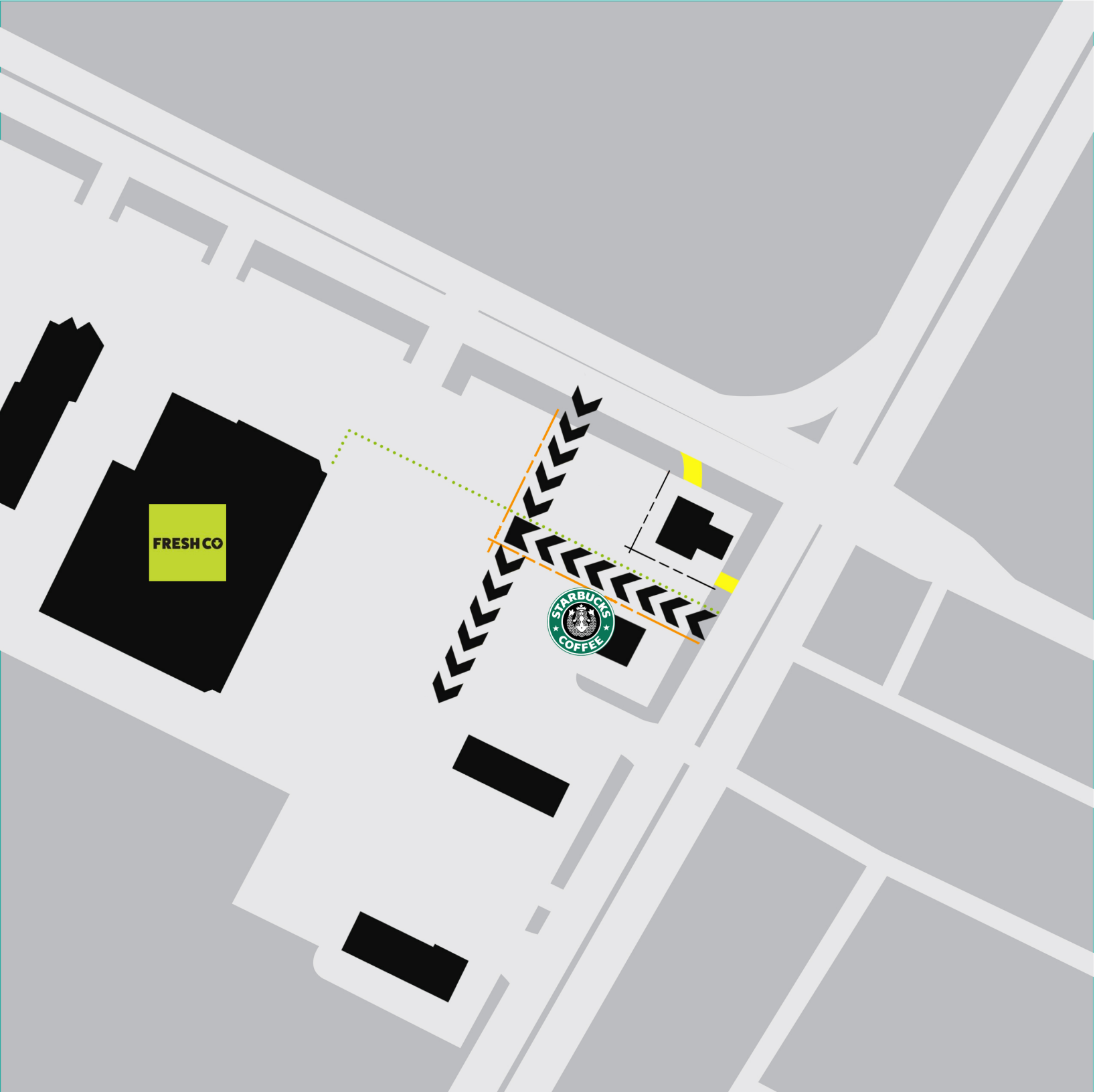


The owner of the surrounding lands when sold had an obligation to inform Safeway Canada, who in turn had an obligation to inform the current owner; and, the City has an obligation to enforce the approvals and any agreements that permitted the Thunderbird effective the moment Old Kildonan was amalgamated. Further, the City has an obligation to maintain proper records.

The fact these approvals and records were not adequately kept is not the fault of the owner of the Thunderbird, and not until this very moment in time has the Thunderbird's right to use these lands been threatened with a permanent building and drive-thru use.



Pursuant to section 150 of The Real property, a certificate of title are subject to easements "howsoever created." Solicitor Ned Brown wrote where a caveat is not registered against the title, does not mean that there has been a discharge an agreement, ….. "the issuance of a written confirmation of extinguishment is clearly required". There is no such written confirmation exists to extinguish the approval of Public Parking.



close existing access

existing property line

proposed property line

proposed road access

proposed pedestrian path

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SizeArchitecture

1970 McPhillips St. & 920 Jefferson Avenue **30.04.2021**

Rakvinder Hayer
Planner, Lord Selkirk - West Kildonan Community
City of Winnipeg Planning, Property & Development
15-30 Fort Street, Winnipeg, Manitoba R3C 4X5,

Dear Mr. Hayer,

I am registered professional Architect registered to practice in Manitoba. I have been engaged by Niata Enterprises Ltd ("Niata") the property owners of 1970 McPhillips to review and comment on the development which is commonly referred to as the Thunderbird Restaurant. As such I have been provided a series of aerial photographs from 1962 onward that shows the original development and have compared same to a current aerial photograph of the property. I have also been provided a copy of a letter from Mr. Rodzen, the original contractor regarding an agreement for the development of the property.

The 1962 aerial photograph shows that the placement of the restaurant building was in contemplation of a development larger than the existing property owned by the Niata. Without going into detail, developments of that time would have been in adherence to predetermined parking and lane design that would have had to satisfy certain minimum development standards including on-site parking requirement and the safe circulation of traffic within the property together with an overall aesthetic appearance. It would be important to understand that the design would also have to contemplate future changes to the property configuration if there was no agreement between the respective property owners. To that end, the 1960 design is an example of property development having been designed in contemplation of minimum design standards for on-site parking, interior traffic circulation and overall aesthetics.

When we review the current location of the building as to pertains to its location on the property we can observe that the design does not adhere to what we consider to be appropriate on-site parking and interior traffic circulation or aesthetic design. First, and most predominant there is the loss of on-site parking. From our review of the aerial photograph, this property at that time lacked any secondary parking such as accessible street parking. One would assume that it would be a requirement that the development retain its parking if there was no alternative. Second, the current orientation of the building as relating to the balance of the property lacks any cohesive interior traffic circulation. Both from the front of the property and the rear, there are certain choke points which as architects, designers and municipal officials we would never allow. The most relatable scenario would be to contemplate how an ambulance would navigate through this property if there was an automobile blocking either the rear or the front of the building. There is also evidence from the property owners that the rear of the building has damaged frequently when larger vehicles try to pass one another at the rear of the building. That in of itself is evidence of inadequate design.

It is therefore obvious that the original 1960 design did not contemplate that the adjoining lands would have been severed. As such the existence of an agreement as outlined in Mr. Rodzen's letter would reflect an appropriate agreement to protect the original design. Had the original 1962 design contemplated an alteration of the property encompassing the development as it exists today, then the design would have had to have been different. The original design would have had to contemplate a building in a different orientation, and perhaps even a different use.

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The current Restaurant only barely functions in its continued use from its use of the adjacent property for parking and access, which by the passing of time a prescriptive easement.

I am unaware of how the 1960 design would have or could have been approved without such an agreement in place, unless the Rural Municipality was negligent in its oversight of this development. I am also unaware of how development of the adjoining lands on the adjoining lands could seek approval of development without the approval of Niata Enterprises given how these properties are so interwoven over the last 62 years, without agreement or the intervention of a court whose authority supersedes that of the City of Winnipeg.

PER



Alden Neufeld MAA MRAIC AIA LEED® AP - Architect

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Peter Ginakes
Barrister and Solicitor

RE: Thunderbird Restaurant Development

I am responding to your request that I provide you with information regarding the Thunderbird Restaurant and the agreements reached with the Rural Municipality. Without going back to my records, this is what I recall.

I am the original designer/ contractor responsible for designing and building The Thunderbird Restaurant (the "Restaurant Development") located at 1970 McPhillips Street, in late1959 early 1960. The original developer was Al Grusweski. Mr. Grusweski is the one who developed the original restaurant concept and assembled the land and I worked for him in finalizing all aspects of the Restaurant Development including dealing with obtaining many of the necessary agreements and building permit. As the designer and general contractor, I am familiar with all the discussions and agreements reached regarding the Restaurant Development and have been familiar with the issues of parking and how it has been dealt with. I also believe myself to by the last living witness to these agreements. I have no financial interest in the property located at 1970 McPhillips. I own several commercial properties nearby including a restaurant.

In 1959, Mr. Grusweski owned the lot which we now refer to as the Thunderbird Restaurant. It was a small lot, but he had come to an agreement to with his neighbour to provide him with some additional lands that would accommodate a restaurant. That neighbour's property is the property that was later developed to be a Food Barn, which then changed to a Safeway, and now the Freshco store. At that time there were reasons why the lot could not be sold, so an agreement was reached that the additional lands would be leased (the "Leased Lot") to Mr. Grusweski, and he or his successors would be able to purchase either the entire property or a portion of those lands once the property could be subdivided. We then created a design using Grusweski property together with the Leased Lot for the Restaurant Development. The Leased Lot played an integral role in the development as it allowed for the safe circulation of traffic in the development together with approximately 30 parking stalls. At that time, the Restaurant Development was in the Rural Municipality of Old Kildonan, which Municipality eventually amalgamated with the City of Winnipeg. To my understanding the City of Winnipeg is a successor to the agreements reached by the Rural Municipality of Old Kildonan and those agreements continue to date.

Parking requirements for any development are related to relevant characteristics of the intended use. Parking and peak parking needs for restaurants are directly related and proportional to peak traffic hours on our roadways. It is generally understood that restaurant parking lots which have insufficient parking capacity or inadequate interior traffic circulation force drivers back into the roads to

search for alternative parking spaces. Here location of the curb cuts, combined with the bus stops and their proximity to the intersection puts additional unwarranted traffic pressure on our roadways if parking is not addressed. While the Rural Municipality of Old Kildonan may have been small and its elected officials mostly farmers, they understood the consequences of failing to regulate parking and traffic circulation and the safety risks that such failure would impose on its citizens. They also understood what it took to mitigates these dangers and they saw those problems as obvious to any person.

The dangers of this Restaurant Development, on a busy highway without adequate parking were foreseeable and obvious to the Rural Municipality of Old Kildonan. It was everyone's opinion at that time including the Rural Municipality of Old Kildonan, that the Developer's smaller property was insufficiently large enough to accommodate a restaurant. As such the Rural Municipality only agreed to the Restaurant Development on the condition that the adjacent landowners provide the "Leased Lot" for parking to the Restaurant Development. Again it was always understood and agreed by all the parties that the entire property consisting of the Leased Lot would be eventually either be sold or the Leased Lot would be subdivided out and sold to the Restaurant Development to keep the Restaurant Development compliant then and in the future with the local zoning and safety regulations. As such it was agreed between the respective landowners and the Rural Municipality of Old Kildonan that any further development on either of the landowner's sites would be for the benefit of both landowners, and development of one would not hurt the other, and more importantly would not harm the Rural Municipality of Old Kildonan and its citizens. AGAIN, The design approved by the Rural Municipality of Old Kildonan was fully reliant on the adjacent Leased Lot for both parking and the efficient movement of vehicular traffic entering into the lot from McPhillips or from Jefferson and for vehicular traffic in the lot. These agreements forever tied the Rural Municipality, the two landowners, and their respective successors together in the development of these lands. Had these agreements not been reached, the Restaurant Development property would not have been approved, and the Thunderbird Restaurant never have been built.

Although there would have been the intent to put these agreements into writing, they seldom were put into writing and especially in matters that were obvious and of common sense. The informal nature was evident in my dealings with the local Reeve, Mr. Black. To obtain the building permit, we had our meetings in his field while he was farming. There was no formality whatsoever and that was common at that time.

It was the basis of these agreements that allowed Al Grusweski to build the Restaurant Development, which was eventually sold to the Ginakes family. It was the existence of these agreements that allowed the Restaurant to properly operate to this day.

Although these agreements were well known, the City of Winnipeg failed to police the agreements it had reached by its predecessor, the Rural Municipality of Old Kildonan, and allowed the adjoining landowner to sell the adjacent lands to the Development without sub-dividing the Leased lot as had been agreed to by the three parties. I believe it was in the late 70's that the adjoining lands including the Leased Lot were sold to be used by Safeway in their Food Barn grocery store. The result of the developer's failure to honour its commitment, together with the City of Winnipeg to enforce its development agreement left the Development as a non-conforming use, without proper parking and

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without adequate interior lanes to efficiently handle traffic. Immediately the Development starting experiencing issues without having adequate parking for its patrons. These parking issues in the lot in turn created issues with traffic backing or queuing into the McPhillips and Jefferson intersection. All of this had been foreseeable and obvious to the parties in 1959 / 1960, and hence why there were agreements reached to prevent this.

If I recall, at that time, the Ginakes family complained to the City of Winnipeg, arguing the breach of these agreements. The adjoining property owners being Safeway or its developer owner had tried to argue that it was a mere property dispute. That was a gross mischaracterization of the problem. It was purely and simply a failure of the adjacent landowner and the City of Winnipeg, to adhere to the development agreements that had been reached in the past. Finally recognizing its responsibility, the City of Winnipeg intervened, bringing the two parties together which resulted for the continued use of the Food Barn/Safeway parking lot, in adherence with the previous agreements that I had been a witness to during the original development. This intervention was of the most minimalist in nature and was a gross failure of the City as it did nothing to bring a final resolution of these matter, and merely kicked the issue of enforcement down in time. Presumably, the thought would have been that the Thunderbird Restaurant, a small independent business would be eventually sold or redeveloped. To the chagrin of everyone, including the City of Winnipeg, the Thunderbird Restaurant continues to be successful, being not only the earliest business in the area but the longest running at 62 years old. The adjoining property in retrospect having changed from a Food Barn to a Safeway, to now a Freshco in a shorter 45 or so year history.

It is my understanding that the newest property owner wants to build out a café immediately south of the Thunderbird, on part the land that has been used for the last 62 years to accommodate the Thunderbird Restaurant's parking. Allowing the Café development to move forward would negatively impact the Thunderbird Restaurant business and affect the traffic safety. Allowing this Café development would breach the original developments that had been agreed to over 62 years ago, for the reasons mentioned above. I am shocked at the fact that this has allowed this to move this far forward without having reached a resolution between all the parties to the original agreements.

Cordially Yours,

Lindex Properties Inc.

Edward Rodzen