Minutes – Standing Policy Committee on Property and Development, Heritage and Downtown Development – September 8, 2022

REPORTS

Item No. 12 Plan Approval – 920 Jefferson Avenue
(Old Kildonan Ward)
File DAZ 322/79

STANDING COMMITTEE DECISION:

The Standing Policy Committee on Property and Development, Heritage and Downtown Development did not concur in the recommendation of the Winnipeg Public Service, and rejected the plans for 920 Jefferson Avenue.

Minutes – Standing Policy Committee on Property and Development, Heritage and Downtown Development – September 8, 2022

DECISION MAKING HISTORY:

Moved by Councillor Santos,

That the recommendation of the Winnipeg Public Service not be concurred in and the plan approval for 920 Jefferson, be rejected.

Carried

Peter Ginakes submitted a communication with respect to the matter.

STANDING COMMITTEE RECOMMENDATION:

On July 4, 2022, the Standing Policy Committee on Property and Development, Heritage and Downtown Development laid the matter over to its meeting on September 8, 2022.

John Martens submitted a communication in support of the matter.

COMMUNTY COMMITTEE RECOMMENDATION:

On June 21, 2022, the Lord Selkirk-West Kildonan Community Committee did not make a decision on the Plan Approval for 920 Jefferson, as required by section 15(1) of the Development Procedures By-law No. 104/2020.

In accordance with Section 15(3) of the Development Procedures By-law No. 104/2020, namely:

15(3) Where a Community Committee fails to make a decision or provide recommendations as required by subsection (1), the City Clerk must refer the matter to SPC.,

the matter is referred to the Standing Policy Committee on Property and Development, Heritage and Downtown Development.

On May 2, 2022, the Lord Selkirk-West Kildonan Community Committee laid the matter over for 60 days.

The following persons submitted communications in support of the matter:

- John B. Martens submitted a communication dated April 28, 2022
- Tat-Liang Cheam

ADMINISTRATIVE REPORT

Title: Plan Approval 22-133171 – 920 Jefferson Avenue

Issue: For consideration at the Public Meeting of the Plan Approval drawing package for a commercial building with drive-through and patio (Starbucks).

Critical Path: Lord Selkirk - West Kildonan Community Committee as per DAZ 322/79

AUTHORIZATION

Author	Division Head	Department Head	CFO	CAO
R. Hayer, MCP	n/a	n/a	n/a	

RECOMMENDATIONS

The Urban Planning and Design Division recommends **approval** of the submitted plans.

REASONS FOR REPORT

Plan Approval via the Lord Selkirk-West Kildonan Community Committee is required per the existing Zoning Agreement Caveat on the property title, registered as part of DAZ 322/79.

The applicant has submitted:

- colour elevations;
- site plan with dimensions; and
- landscape plan with plant list.

IMPLICATIONS OF THE RECOMMENDATIONS

If the recommendations of the Urban Planning and Design Division are concurred in, the proposal can proceed.

FILE/APPLICANT DETAILS

FILE: **ZR-PA 22-133171**

COMMUNITY: Old Kildonan

NEIGHBOURHOOD #: 3.320 - (Leila-McPhillips Triangle)

SUBJECT: Plans of a proposed commercial building with drive-through and patio (Starbucks).

LOCATION: 920 Jefferson Avenue

LEGAL DESCRIPTION: LOT 1/2 PLAN 15894 6 K OTM

APPLICANT: Nejmark Architect (Ashley Martens)

OWNER: SNOWCAT PROPERTY HOLDINGS LIMITED

HISTORY

- **On May 5, 2021**, the Lord Selkirk West Kildonan Community Committee referred a previous Plan Approval application for the premises located at 920 Jefferson Avenue to the Standing Policy Committee on Property and Development, Heritage and Downtown Development for consideration, in accordance with Sections 15(1) and 56 of the Development Procedures By-law No. 104/2020.
- **On September 14, 2021**, the Standing Policy Committee on Property and Development, Heritage and Downtown Development was deemed to have rejected the previous Plan Approval application due to a lost vote.
- **On October 20, 2021**, the Executive Policy Committee concurred in the Decision dated September 14, 2021, issued by the Standing Policy Committee on Property and Development, Heritage and Downtown Development regarding the previous Plan Approval application, and denied the appeal by the applicant against the Committee's decision to reject the application.

DISCUSSION

SITE DESCRIPTION

- The subject property is located along the south side of Jefferson Avenue and west side of McPhillips Street, in the Leila-McPhillips Triangle Neighbourhood of the Old Kildonan Ward.
- The site is located within the "Recent Community" policy area under the *Complete Communities Direction Strategy* of *OurWinnipeg*.
- The property is zoned "C3" Commercial Corridor and is approximately 7.0 acres in area, however, the portion of land proposed for development under the subject application is roughly 10,000 square feet.
- Currently on the site are the following land uses:
    - A supermarket with a floor area of +/- 46,073 square feet.
    - A vacant commercial retail unit (inside the supermarket building) with a floor area of 10,006 square feet.
    - A fuel sales gas kiosk.
    - Surface parking areas are accessory to the aforementioned uses, including 405 parking spaces.
- The area proposed for development under the subject application currently encompasses approximately 36 parking spaces.



Figure 1: Air photo of the subject site and surrounding context, looking southwest (*Flown, 2018*)

DESCRIPTION OF THE PROPOSED DEVELOPMENT

- The proposed development is a one-storey commercial building (Starbucks restaurant) with accessory drive-through and patio areas.
- The primary building entrance would face west, towards the parking lot. Access to the proposed drive-through would be from the parking lot.
- A patio with 4 tables is proposed. It would be on the south side of the building and screened with ornamental fencing and landscaping.
- An existing bumper-guard fence along the north property line (adjacent to the subject area proposed for redevelopment) would be removed and replaced with landscaping.

Collaboration:

- Prior to submitting the subject application, the applicant engaged in discussions with the Urban Planning & Design Division. The Division advised of a number of amendments, all of which are incorporated in the proposed plans submitted under the subject application. These include:
    - Additional landscaping to screen the east-facing elevation, containing doors to service areas within the building, as well as additional landscaping along the east and north limits of the planned area in order to screen the proposed drive-through aisle
    - Decorative fencing and landscaping to screen the outdoor patio areas.
    - Ensuring the east-facing elevation is complementary to the street and contains a mix of quality cladding materials and colours.

- The applicant modified the proposed plans on at least two (2) occasions, in order to better align the take-out window with the drive-through lanes, and also to modify exterior colours of the building. The most recent drawings under the subject application were reviewed and stamped by the City of Winnipeg Zoning & Permits Branch on April 12, 2021.

ANALYSIS AND ISSUES

Complete Communities Direction Strategy:

- The site is located within the "Recent Community" policy area under the *Complete Communities Direction Strategy* of *OurWinnipeg*. A key applicable policy includes:
    - *Within Recent Communities, intense and diverse development will be encouraged in Centres and Corridors.*
- Per the *Complete Communities Direction Strategy*, the subject site is also located along a Corridor (McPhillips Street). The Vision Statement and Key Direction for Corridors are:
    - *Centres and Corridors will be vibrant, pedestrian-friendly districts, within walking distance of your home. they will afford you the opportunity to buy groceries, enjoy a meal, or do some window shopping in your neighbourhood.*
    - *By intensifying development with a mix of uses, corridors will become destinations while continuing to serve as primary transportation routes for residents.*
- The proposed development is considered generally consistent with *Complete Communities*, as it would intensify development along (and that would benefit from being adjacent to) a corridor while also providing an amenity that serves the local community, and does so in a manner that is unlikely to cause adverse effects on the surrounding area.

Winnipeg Zoning By-law:

- With respect to parking requirements, the proposed restaurant under the subject application is required to provide 12 parking spaces. In addition, the FreshCo supermarket is required to provide 176 parking spaces; the vacant commercial retail unit is required to provide 32 parking spaces, and the fuel sales gas kiosk is required to provide 4 parking spaces.
- The total parking requirement for all uses on the subject property is 224 parking spaces.
- With the proposed development, the subject property would be left with approximately 369 parking spaces serving all existing and proposed land uses on the subject site.

Pedestrian Connectivity:

- A 5 ft. wide path of travel is proposed to connect the entrance to the proposed restaurant and the sidewalk on the west side of McPhillips Street. This results in the most direct path of travel to the adjacent public sidewalk, which also contains a transit bus stop. This path would not require pedestrians to cross drive-aisles or walk behind cars to access the proposed restaurant from the public sidewalk on McPhillips Street.
- As part of the Plan Approval under file PA 18-178496 (for the existing FreshCo grocery store) a 5 ft. wide path of travel was required to be constructed in order to connect the primary building entrance to the sidewalk on the south side of Jefferson Avenue. The required sidewalk has yet to be constructed; however, the applicant for the subject application has been made aware of the requirement for the pedestrian connection to Jefferson Avenue.

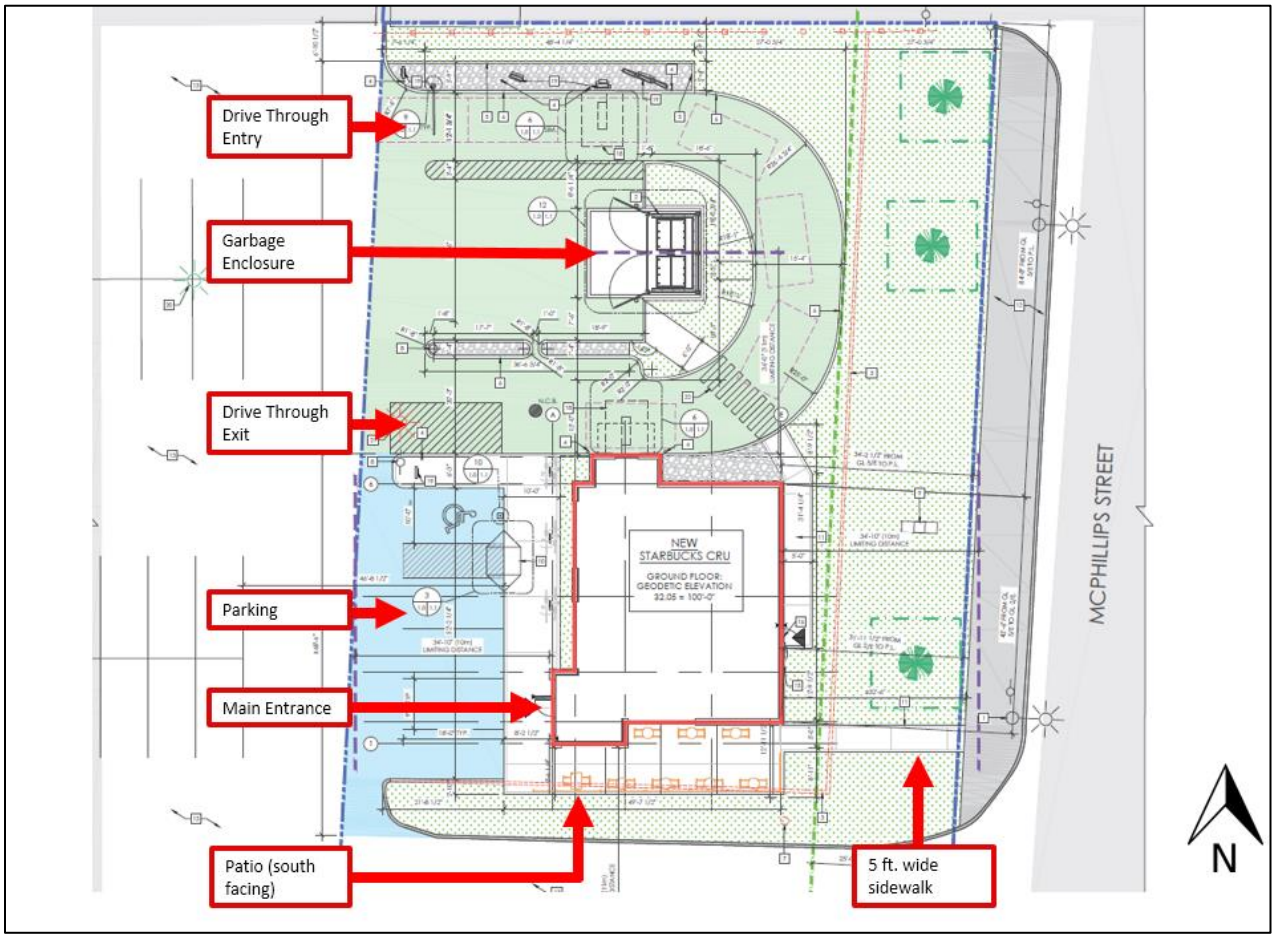


Figure 2: Site Plan.



Figure 3: Proposed west elevation (facing the FreshCo).



Figure 4: Proposed east elevation (facing McPhillips Street).



Figure 5: View from Drive-Through.

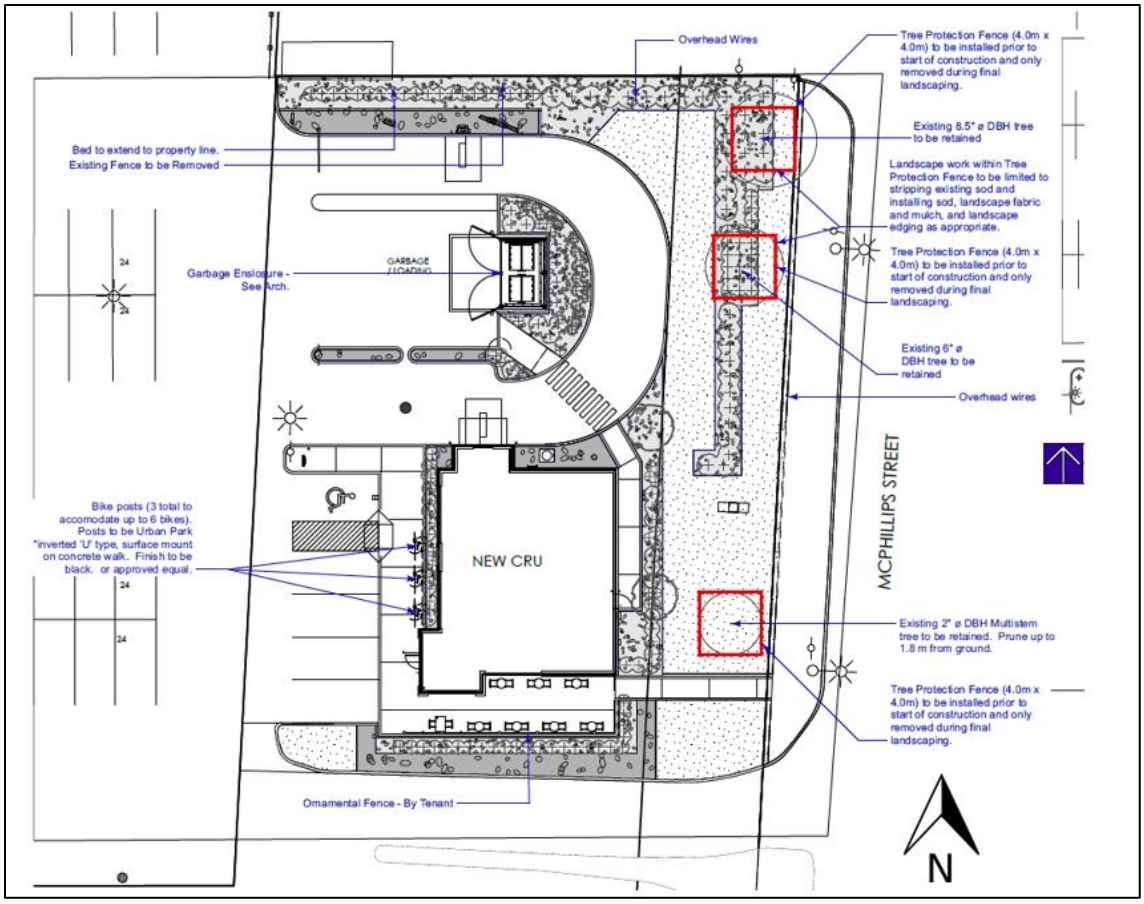


Figure 6: Proposed Landscape Plan.

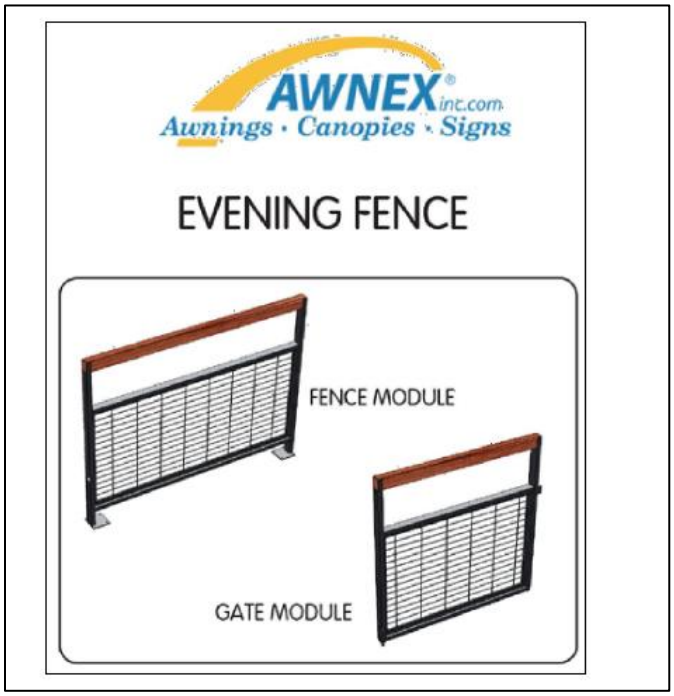


Figure 7: Proposed Patio Fencing close-up.

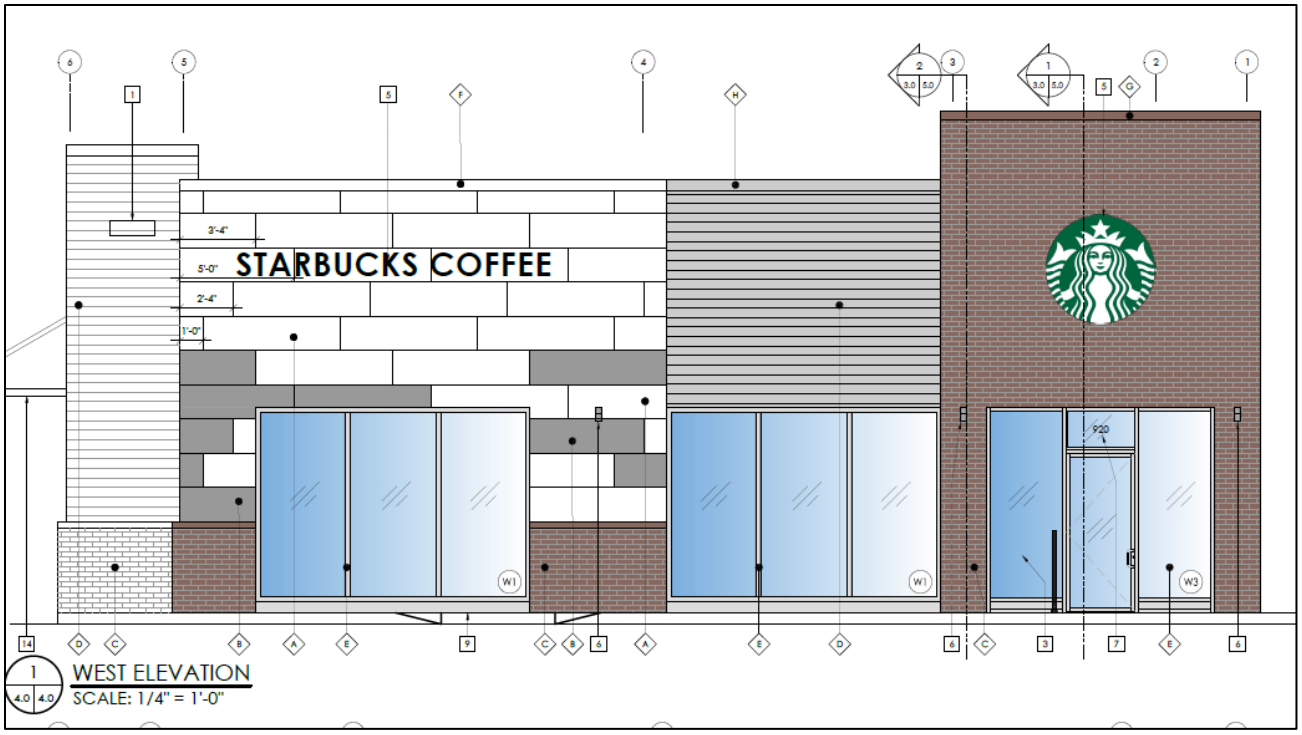


Figure 8: West Elevation detailed view.

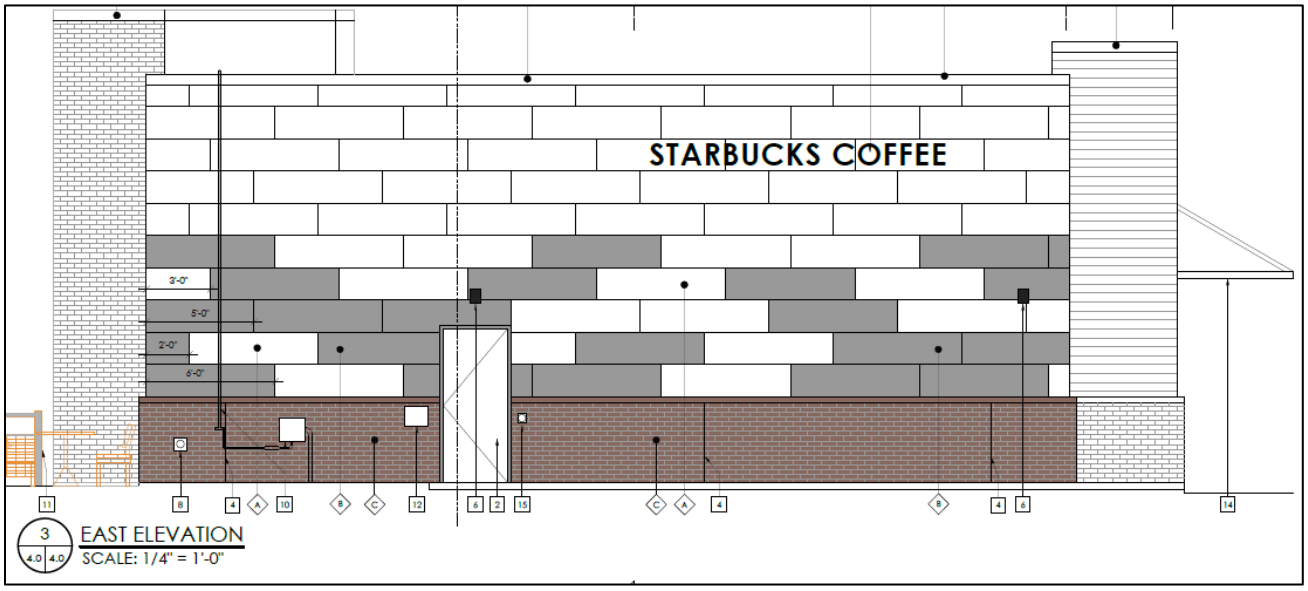


Figure 9: East elevation detailed view.

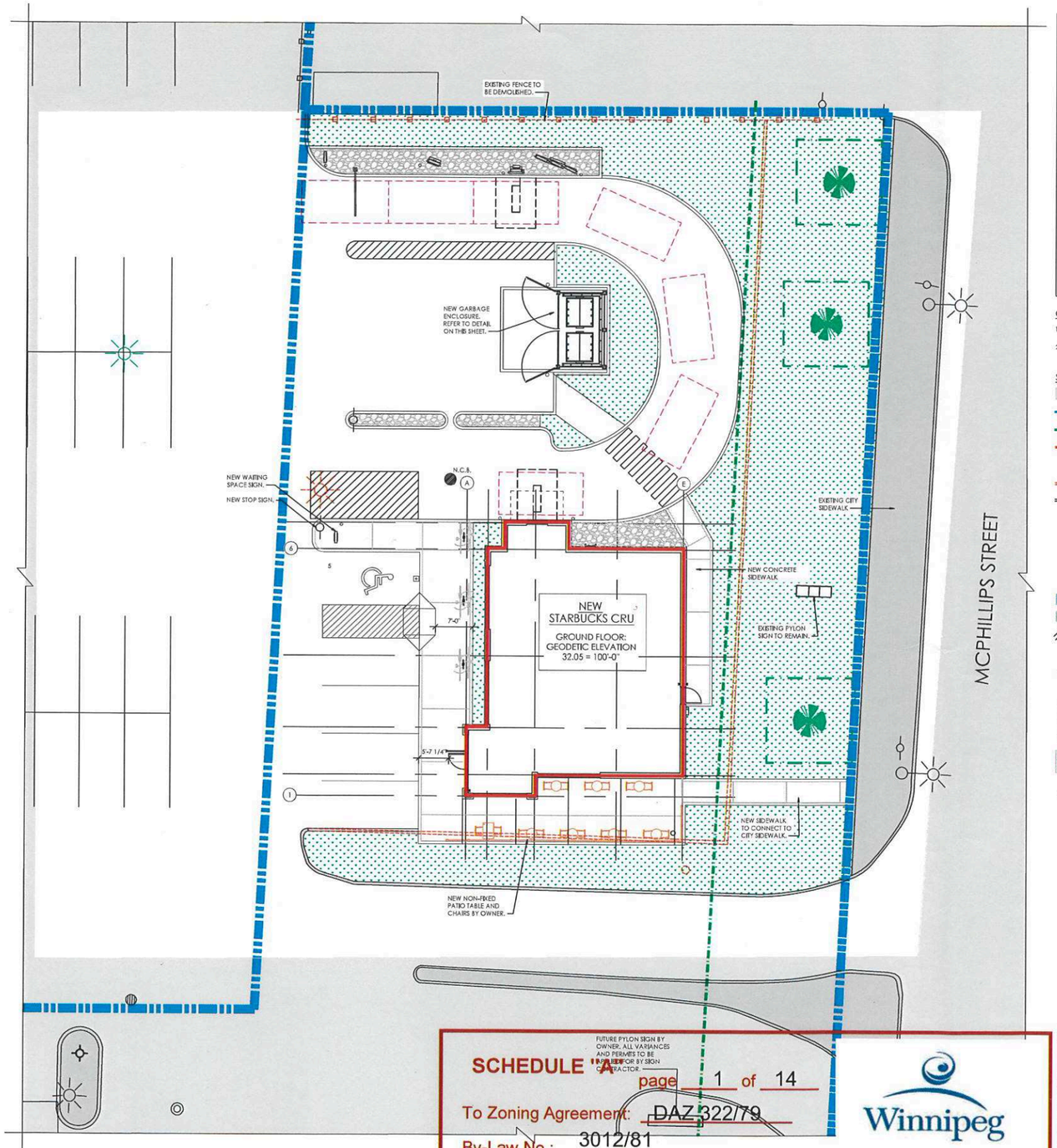
REASONS FOR THE RECOMMENDATIONS

The Urban Planning and Design Division recommends approval of the submitted plans because they are considered consistent with the Complete Communities Direction Strategy and do not require any variances or changes to land use to enable the proposed development.

SUBMITTED BY

Department:	Planning, Property and Development
Division:	Urban Planning and Design
Prepared by:	R. Hayer, MCP
Date:	April 26, 2021
File No:	ZR-PA 22-133171

Exhibit 1 - Appeal - Plan Approval - 920 Jefferson Avenue - Submitted Plans



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 4, 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

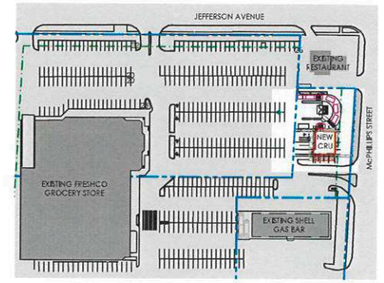
SUPERMARKET: 1/250 FT² = 222 STALLS
EATING AND DRINKING ESTABLISHMENT: 1/150 FT² = 13 STALLS
GAS BAR: 1 (UNDER 2000 FT²) + 1 PER 3 EMPLOYEES = 2 STALLS

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 (8X16)
- 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.

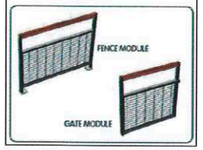


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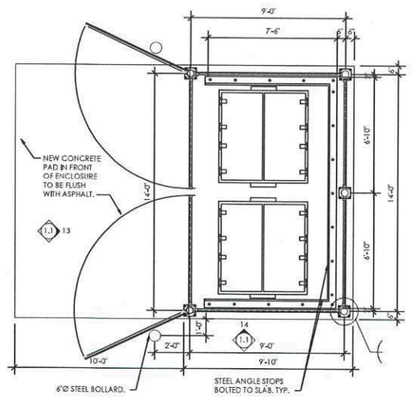
A / 1.0 | 1.0 KEY PLAN
Scale: 1/128" = 1'-0"

AWNEX inc.com
Awnings · Canopies · Signs

EVENING FENCE

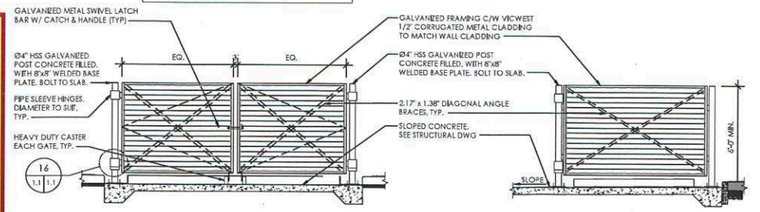


2 / 1.0 | 1.0 TENANT PATIO FENCE
Scale: NTS



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"

SCHEDULE A
page 1 of 14
To Zoning Agreement: DAZ 322/79
By-Law No.: 3012/81

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

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 3780 www.nejmark.mb.ca

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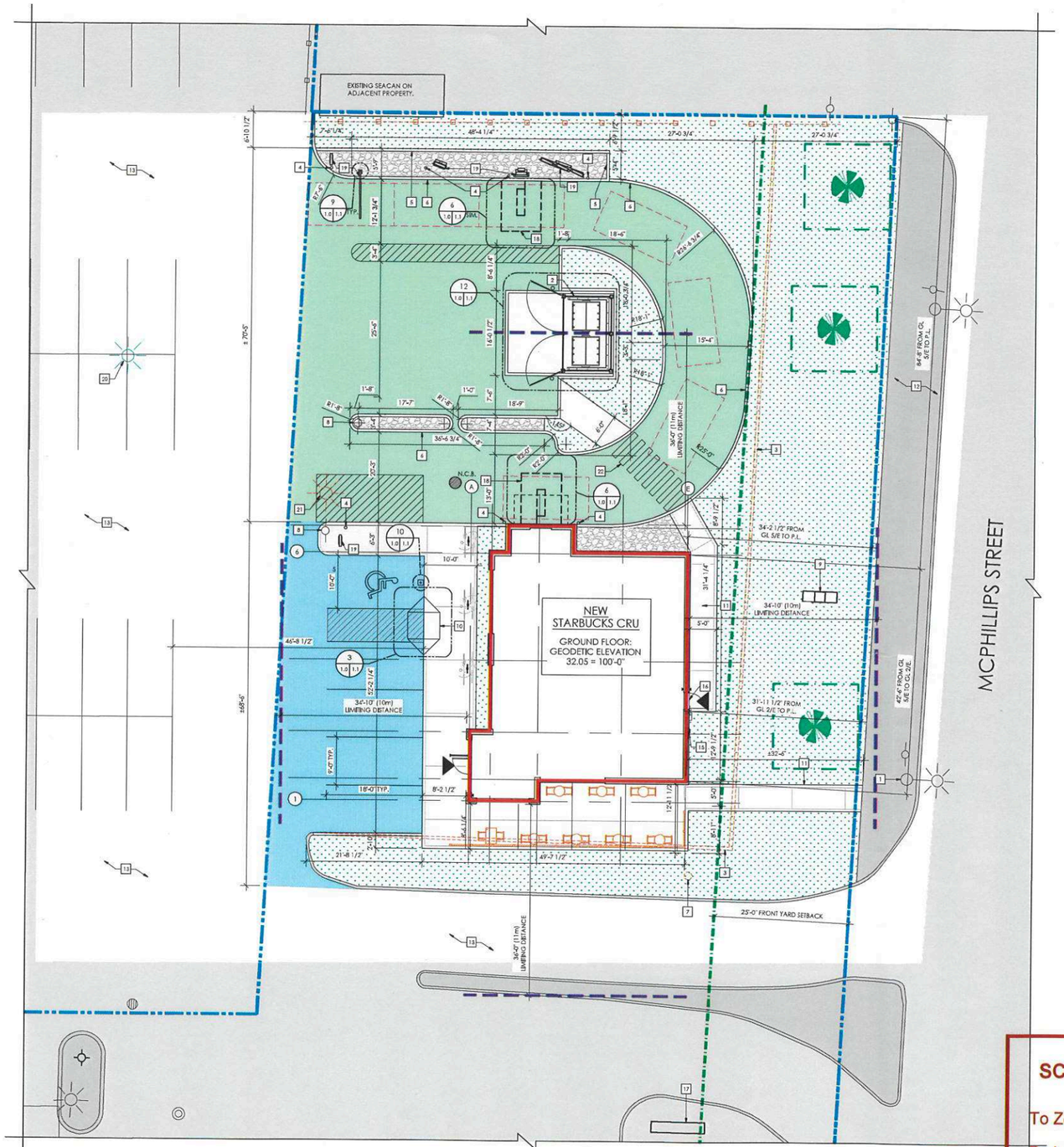
The contractor is to verify dimensions and date noted hereon with conditions on the site and is held responsible for reporting discrepancy to the architects for adjustment.

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

SHEET TITLE:
SITE PLAN

COMMISSION NUMBER: 2013
SHEET NUMBER: A1.0

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



N

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

SITE ZONING INFORMATION

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LEGAL DESCRIPTION
LOT 2, PLAN 15894 WLTO
IN O.T.M. LOT 6, PARISH OF KILDONAN
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SITE AREA
6.17 ACRES

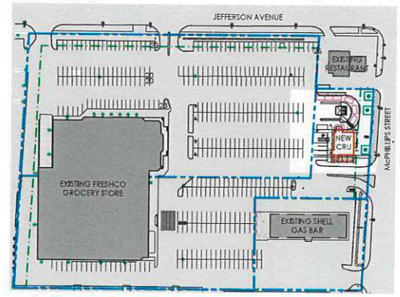
SITE ZONING
ZONING: C3 - COMMERCIAL CORRIDOR

DIM. STANDARDS	REQ.	PROVIDED
FRONT YARD	25 FT	25 FT
REAR YARD	25 FT	EXISTING
INTERIOR SIDE YARD	0 FT	EXISTING
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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

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



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

GENERAL NOTES:

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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 (8X16)
- 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.
- XXXX EXISTING GRADE
- EXISTING FIRE HYDRANT
- EXISTING CATCH BASIN. REFER TO CIVIL.
- EXISTING MANHOLE REFER TO CIVIL.
- N.C.S. 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. 6" 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 CSTE. 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. GC 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.

SCHEDULE "A" page 2 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

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

DRAWN BY: AM

PRINTING DATE: APRIL 8, 2021

STAMP

TC

Crombie

NEJMARK ARCHITECT
2-54 Adelaide Street Winnipeg Manitoba R3A 0V7
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The contractor is to verify dimensions and data noted herein with conditions on the site and is held responsible for reporting discrepancy to the architects for adjustment.

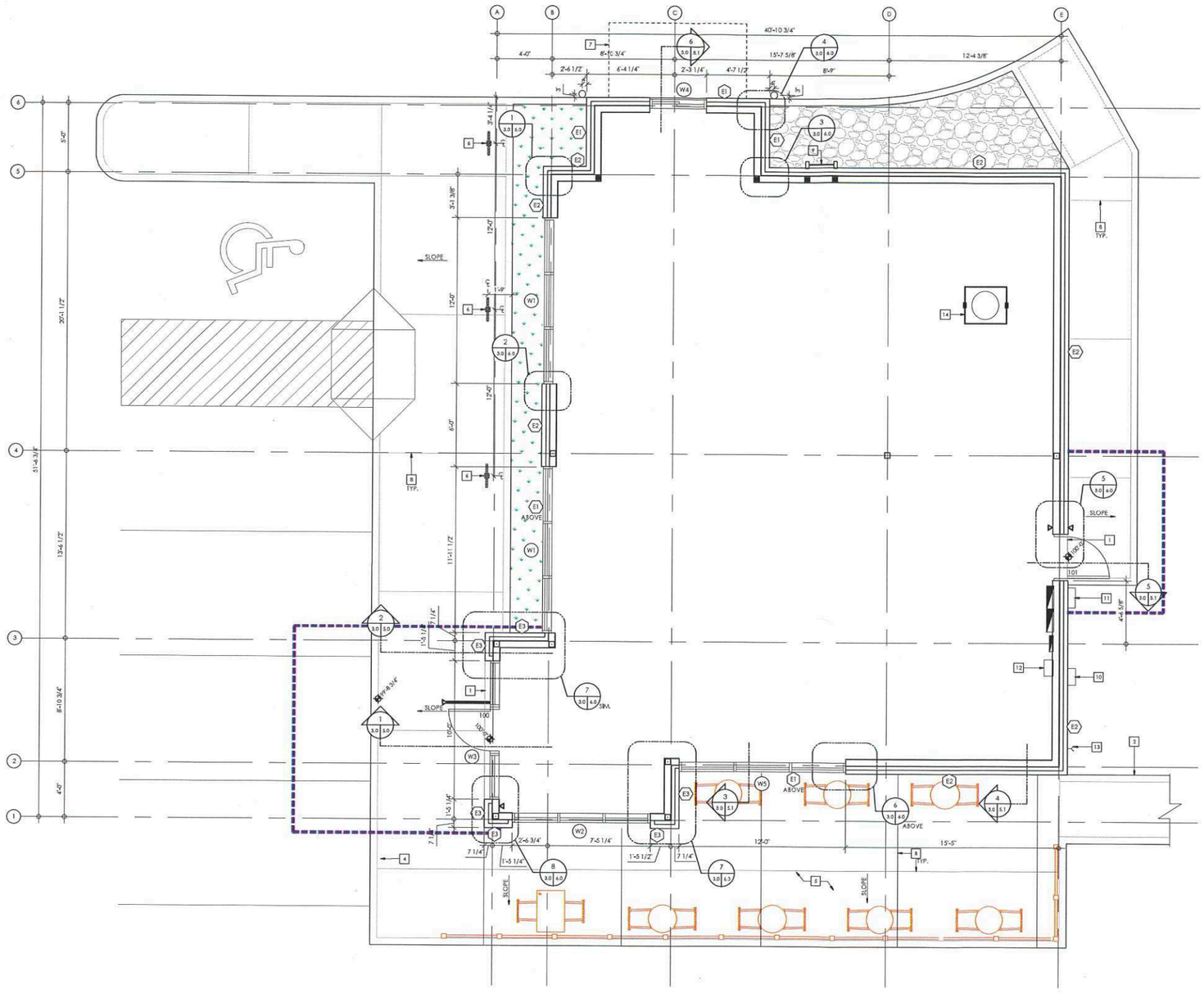
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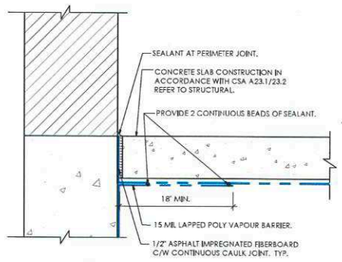
1 3.0 3.0 CONSTRUCTION PLAN
SCALE: 1/4" = 1'-0"

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.
- 100.05 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.



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

2 3.0 3.0 TYPICAL UNDER SLAB VAPOUR BARRIER
SCALE: 1 1/2" = 1'-0"

Winnipeg

SCHEDULE "A" page 3 of 14
To Zoning Agreement: DAZ 322/79
By-Law No.: 3012/81

Zoning Officer	Carlie Bannmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

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

DRAWN BY: AM
PRINTING DATE: APRIL 8, 2021
STAMP

Crombie

NEJMARK ARCHITECT
2-54 Adelaide Street Winnipeg Manitoba R3A 0W7
P 204 947 3775 F 204 947 3789 www.nejmark.mb.ca

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PROJECT TITLE:

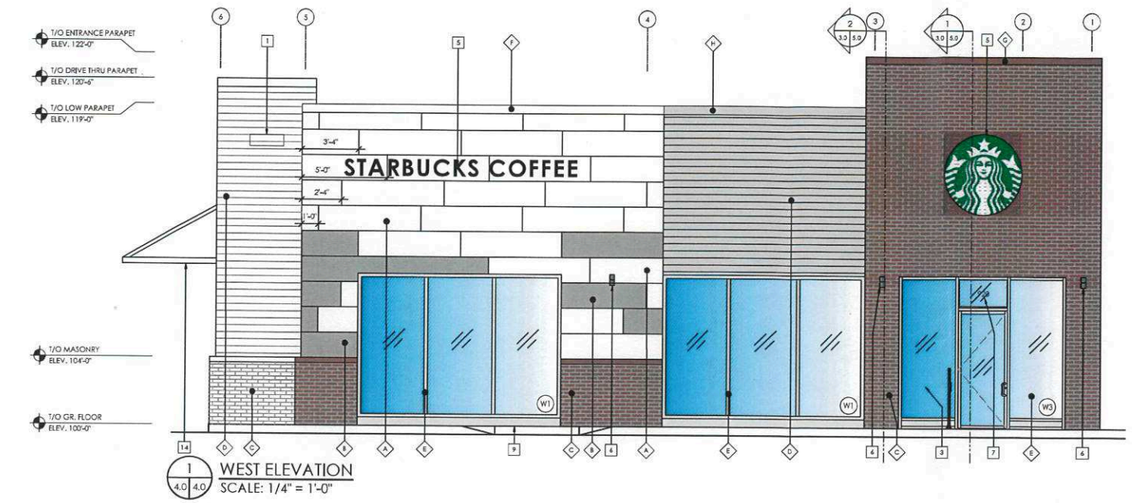
STARBUCKS CRU - BASE BUILDING
920 JEFFERSON AVE.
WINNIPEG, MANITOBA

SHEET TITLE:

CONSTRUCTION PLAN

COMMISSION NUMBER: 2013
SHEET NUMBER: A3.0

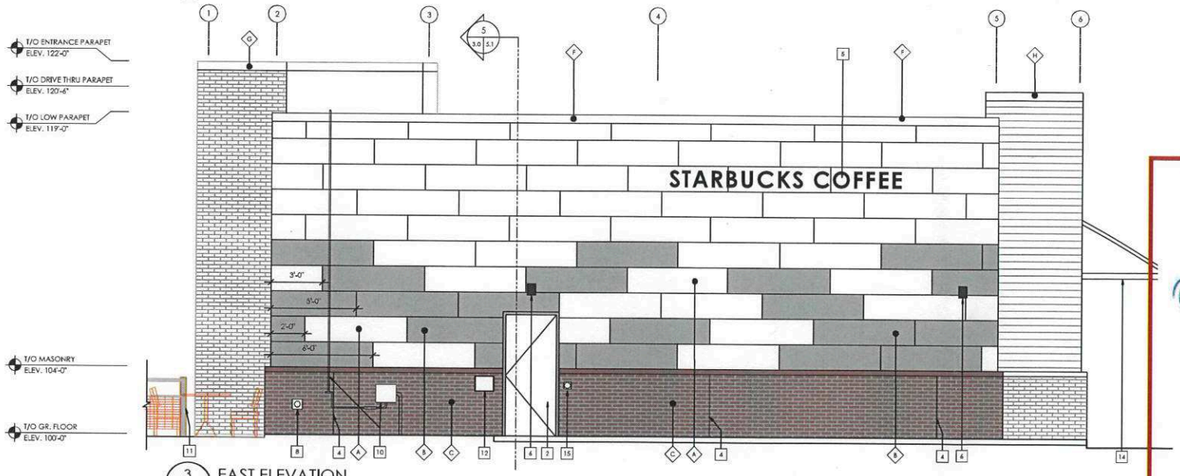
FILE: 2013 - STARBUCKS CRU_A3.0 CONSTRUCTION PLAN.DWG



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"

SCHEDULE "A" page 4 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Zoning Officer	Carlie Bannann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

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

DRAWN BY: AM

PRINTING DATE: APRIL 8, 2021

STAMP

Crombie

NEJMARK ARCHITECT

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:

EXTERIOR ELEVATIONS

COMMISSION NUMBER: 2013

SHEET NUMBER: A4.0

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

SCHEDULE "A" page 5 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	



SCHEDULE "A" page 6 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: _____

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	



3012/81

SCHEDULE "A" page 7 of 14

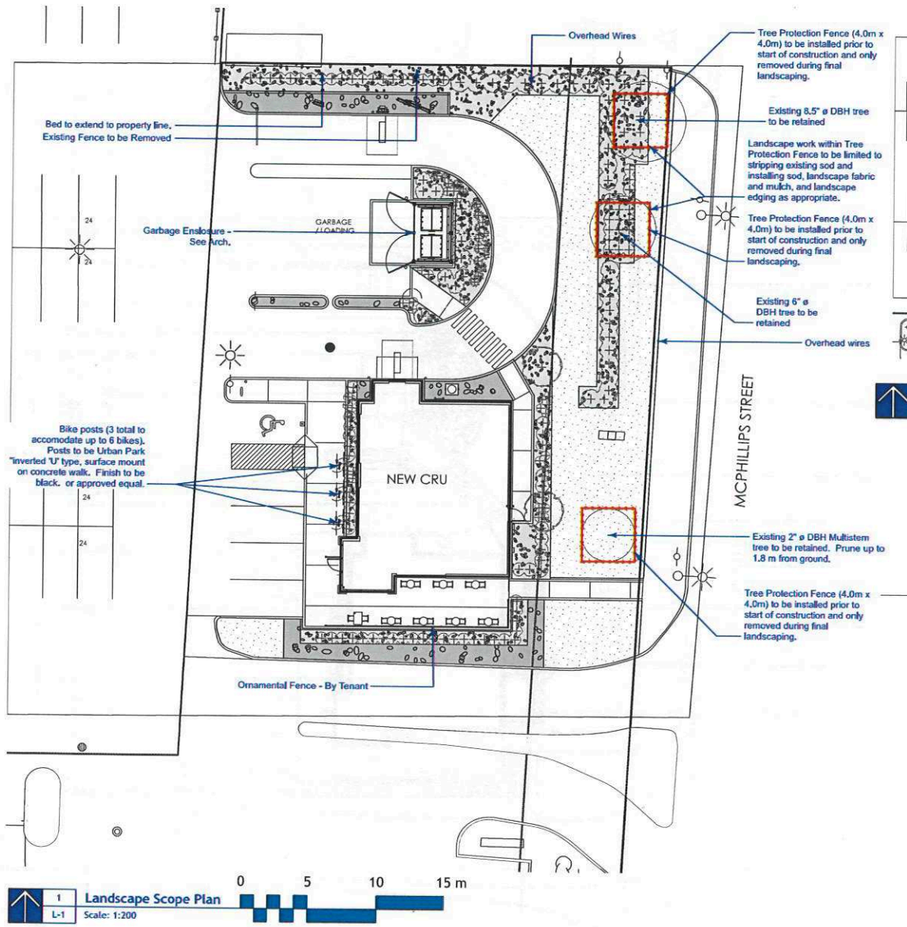
To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

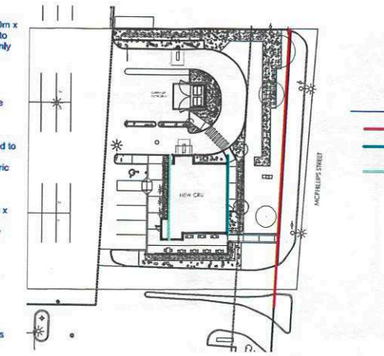
Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	





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.

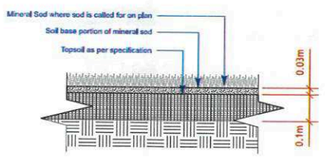
	Required	Proposed
Shrubs	5	11

Surfaces Key

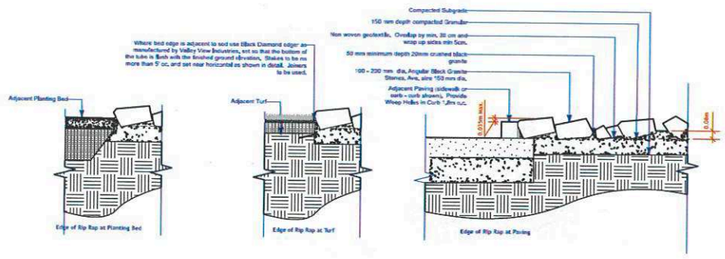
- Sod c.w. Topsoil — 3 L-1
- Dark Grey Granite Rip Rap (200-300mmø) Planting Bed — 4 L-1
- Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric) — 5 L-1

Landscape Surface Schedule

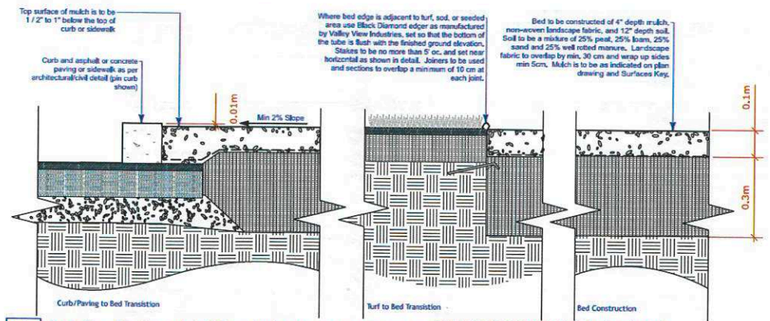
Hardscape Name	Area (sm)
Sod c.w. Topsoil	293.83
Dark Grey Granite Rip Rap (200-300mmø) Planting Bed	76.72
Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric)	229.24



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 drawing 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 dripline 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 8 of 14
To Zoning Agreement: DAZ 322/79
By-Law No.: 3012/81

Zoning Officer
District Planner
Community Clerk
Approved for the Director of Planning, Property and Development
Martin Grady

Carlie Banmann 4/6/2022

Winnipeg

No.	ISSUED FOR		DAT
C	CONSTRUCTION		2021

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

STAMP

DEAN J. SPEARMAN Member No. 86

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

Crombie

NEJMARK ARCHITECT
2-54 Adelaide Street Winnipeg Manitoba R3A 0V7
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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

Surfaces Key

- Sod c.w. Topsoil
- Dark Grey Granite Rip Rap (200-300mmø) Planting Bed
- Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric)

Bike posts (3 total to accomodate up to 6 bikes)

Ornamental Fence - by Tenant.

NEW CRU

GARBAGE / LOADING

Garbage Enclosure - See Arch.

Bed to extend to property line.

Existing Fence to be Removed

Overhead Wires

Existing 6" ø DBH tree to be retained

Existing 8.5" ø DBH tree to be retained

Existing 2" ø DBH Multistem tree to be retained

Overhead wires

MCPHILLIPS STREET

0 5 10 15 m

1 LC-1 **Landscape Plan**
Scale: 1:200

SCHEDULE "A"
page 10 of 14
To Zoning Agreement: DAZ 322/79
By-Law No.: 3012/81

Zoning Officer	Carlie Bannmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

Winnipeg

Crombie REIT

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

Dean Spearman Landscape Architect

DRAWN BY	SCALE	DATE ISSUED		ISSUED BY
DJS	AS NOTED	2021-01-26		DJS

STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

SHEET
Landscape Scope Plan

SCHEDULE "A" page 11 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Zoning Officer	Carlie Bannmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

Winnipeg

9-Mango Tango Potentilla
9-Karl Foerster Feather Reed Grass
24-Mango Tango Potentilla
5-Karl Foerster Feather Reed Grass
20-Mango Tango Potentilla
3-Festivus Gold Ninebark
5-Daylily Dwarf Yellow
9-Pygmy Caragana
3-Karl Foerster Feather Reed Grass
13-Daylily Dwarf Yellow
4-Miss Kim Lilac
4-Festivus Gold Ninebark
Overhead Wires
3-Karl Foerster Feather Reed Grass
Existing 6" ø DBH tree to be retained
17-Pygmy Caragana
Existing 8.5" ø DBH tree to be retained
21-Mango Tango Potentilla
12-Pygmy Caragana
Existing 2" ø DBH Multistem tree to be retained
11-Karl Foerster Feather Reed Grass
1-Gladiator Apple
Overhead wires
NEW CRU
GARBAGE /LOADING
5
TYP.
0 5 10 15 m
1 LC-2 Landscape Plan
Scale: 1:200
MCPHILLIPS STREET

Crombie REIT

NEJMARK ARCHITECT
2-54 Adelaide Street Winnipeg Manitoba R3A 0V7
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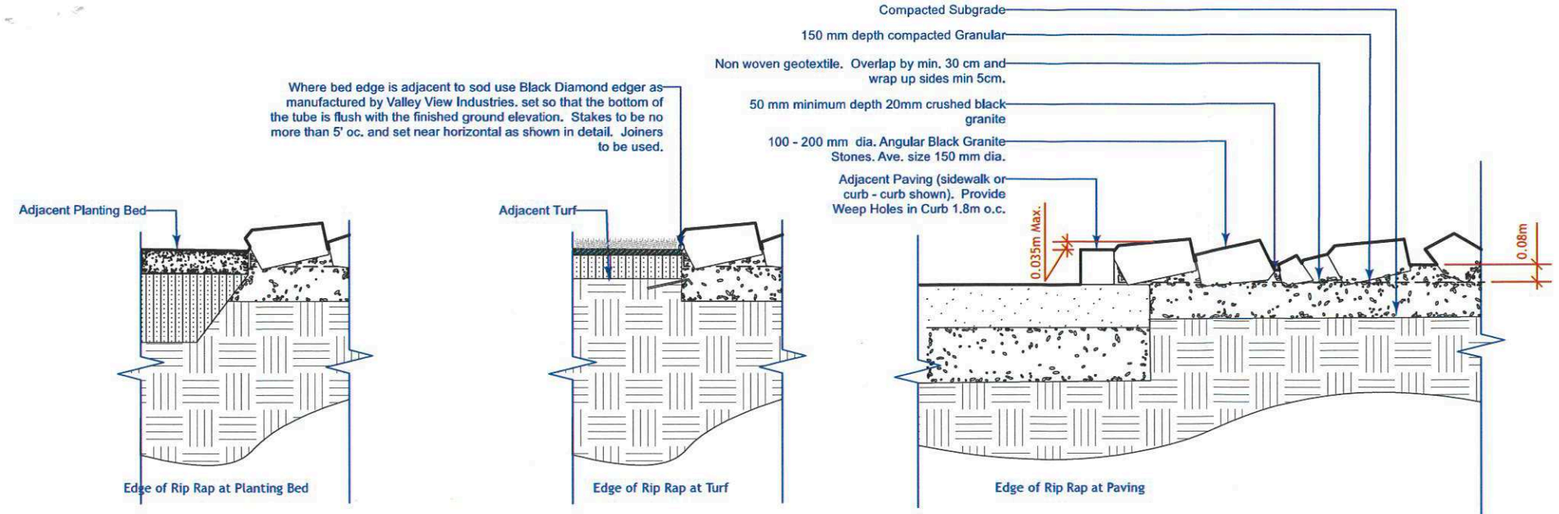
Dean Spearman Landscape Architect

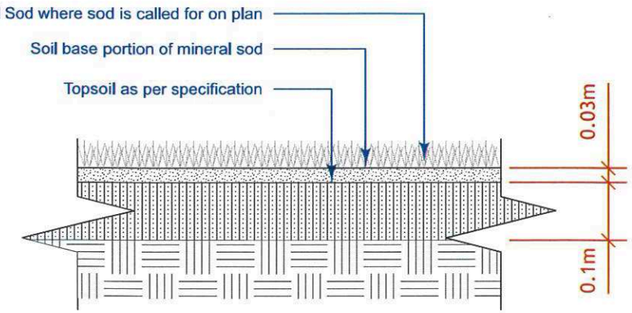
DRAWN BY	SCALE	DATE ISSUED		ISSUED BY
DJS	AS NOTED	2021-01-26		DJS

PROJECT
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

COMM. No.
2013

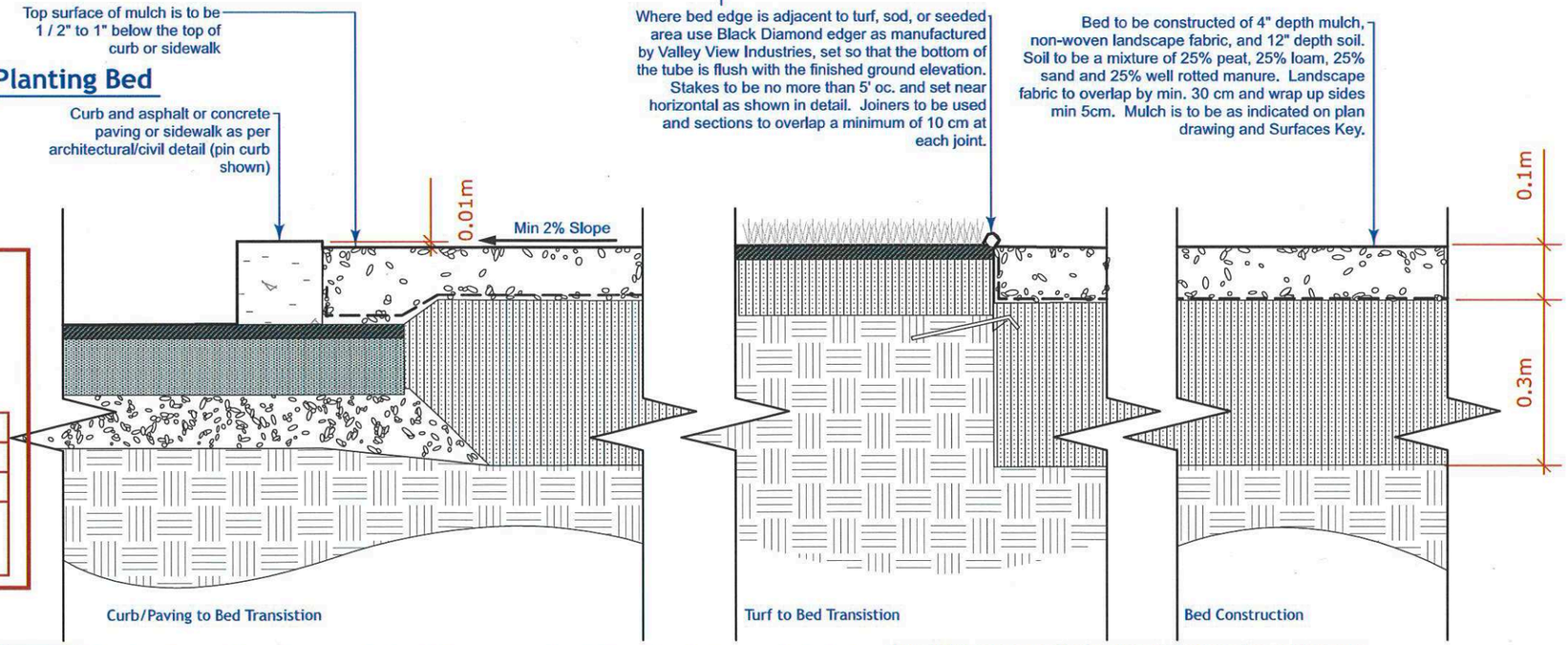
SHEET
Planting Plan





1	**Sod Detail**
LC-5	Scale: 1:10

2	**Dark Grey Granite Rip Rap (200-300mmø) Planting Bed**
LC-5	Scale: 1:25



3	**Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric)**
LC-5	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

SCHEDULE "A" page 14 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
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Approved for the Director of Planning, Property and Development	Martin Grady	

Crombie REIT

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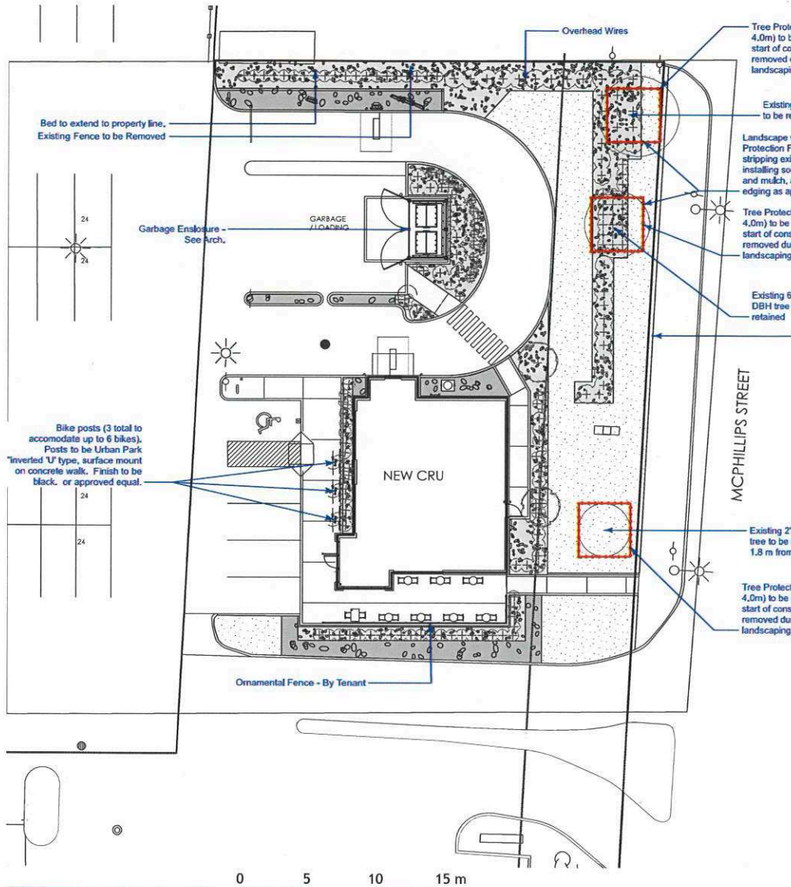
Dean Spearman Landscape Architect

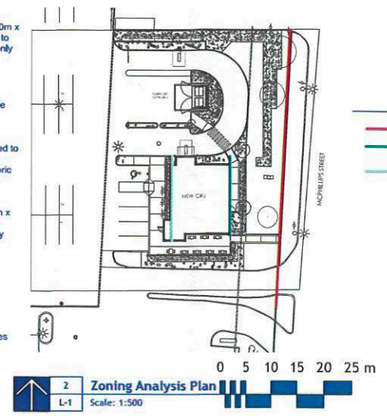
DRAWN BY	SCALE	DATE ISSUED		ISSUED BY
DJS	AS NOTED	2021-01-26		DJS

PROJECT
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

COMM. No.
2013

SHEET
Landscape Material Details





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
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Principle Facade

McPhillips — 48 Lin Ft.

	Required	Proposed
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Principle Entry — 51 Lin Ft.

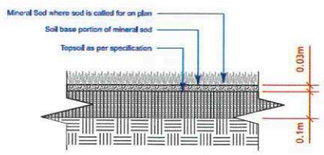
	Required	Proposed
Shrubs	5	11

Surfaces Key

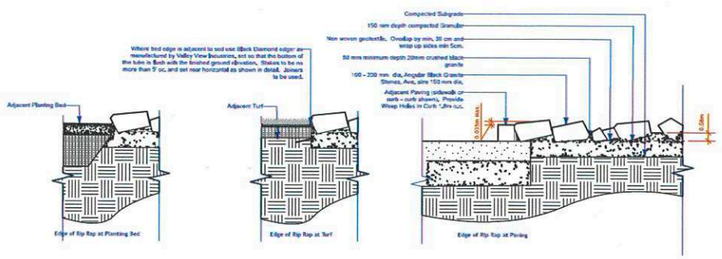
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Landscape Surface Schedule

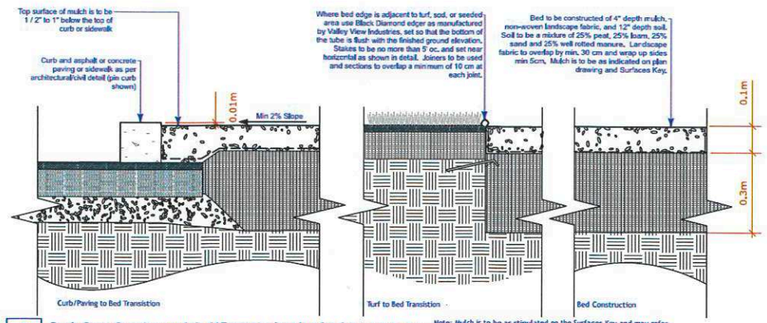
Hardscape Name	Area (sm)
Sod c.w. Topsoil	293.83
Dark Grey Granite Rip Rap (200-300mmø) Planting Bed	76.72
Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric)	229.24



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)**
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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 the 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 2400 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 drawing 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 dripline 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"
To Zoning Agreement: page 8 of 14
DAZ 322/79
By-Law No.: 3012/81

Zoning Officer
District Planner
Community Clerk
Approved for the Director of Planning, Property and Development

Carlie Bannmann 4/6/2022
Martin Grady

Winnipeg

No.	ISSUED FOR	DAT
C	CONSTRUCTION	2021

DRAWN BY: DJS

PRINTING DATE: 2021-03-19

STAMP

MANITOBA ASSOCIATION OF LANDSCAPE ARCHITECTS
DEAN J. SPEARMAN
Member No. 66

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

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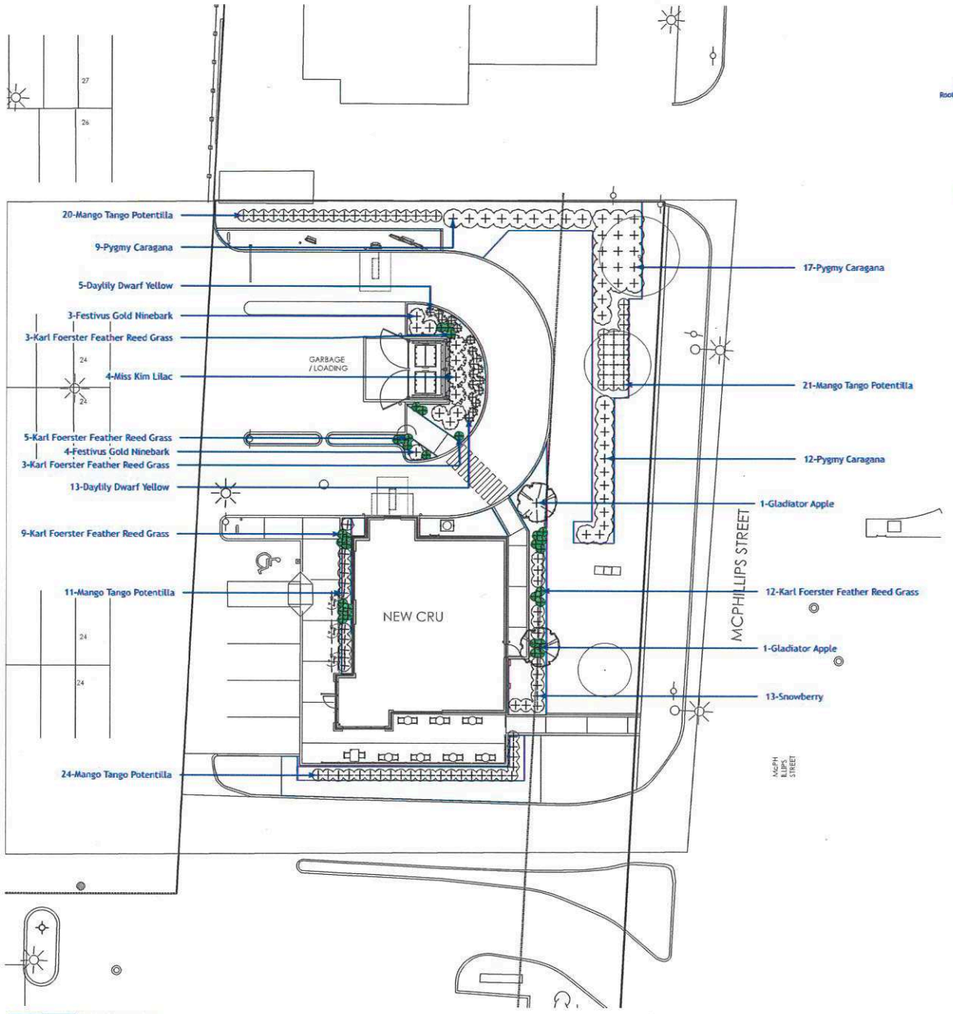
The contractor is to verify dimensions and date noted hereon with conditions on the site and is held responsible for reporting discrepancy to the architects for adjustment.

PROJECT TITLE:
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

SHEET TITLE:
Landscape Scope Plan

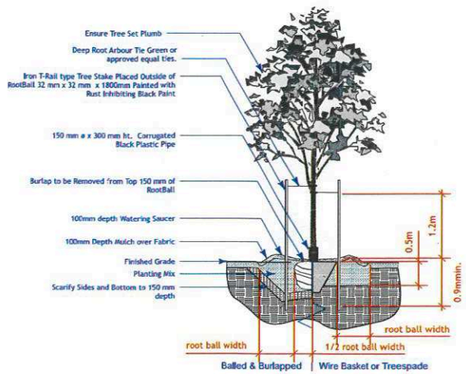
COMMISSION NUMBER: **2013**
SHEET NUMBER: **L-1**

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

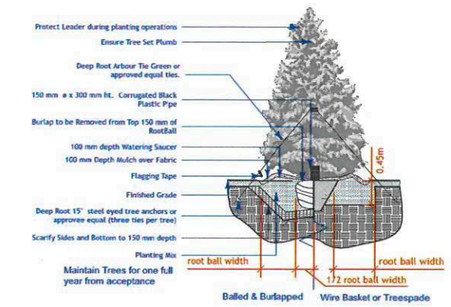


1 L-2 **Planting Plan**
Scale: 1:200

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



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



3 L-2 **Evergreen Tree 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 Agreement: DAZ 322/79 page 9 of 14
By-Law No.: 3012/81

Zoning Officer	Carlie Baumann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

C CONSTRUCTION
No. ISSUED FOR
DRAWN BY: DJS

PRINTING DATE: 2021-03-19

STAMP

THE MANITOBA ASSOCIATION OF LANDSCAPE ARCHITECTS
DEAN J. SPEARMAN
Member No. 86

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

Crombie

NEJMARK ARCHITECT
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The contractor is to verify dimensions and date noted hereon with conditions on the site and is held 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

Surfaces Key

- Sod c.w. Topsoil
- Dark Grey Granite Rip Rap (200-300mmø) Planting Bed
- Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric)

Bike posts (3 total to accomodate up to 6 bikes)

Ornamental Fence - by Tenant.

NEW CRU

GARBAGE / LOADING

Garbage Enslosure - See Arch.

Bed to extend to property line.

Existing Fence to be Removed

Overhead Wires

Existing 6" ø DBH tree to be retained

Existing 8.5" ø DBH tree to be retained

Existing 2" ø DBH Multistem tree to be retained

Overhead wires

MCPHILLIPS STREET

0 5 10 15 m

1 LC-1 **Landscape Plan**
Scale: 1:200

SCHEDULE "A"
To Zoning Agreement: DAZ 322/79
By-Law No.: 3012/81
page 10 of 14

Zoning Officer	Carlie Bannmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

Winnipeg

Crombie REIT

NEJMARK ARCHITECT
2-54 Adelaide Street Winnipeg Manitoba R3A 0V7
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Dean Spearman Landscape Architect

DRAWN BY	SCALE	DATE ISSUED		ISSUED BY
DJS	AS NOTED	2021-01-26		DJS

STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

SHEET
Landscape Scope Plan

SCHEDULE "A"

page 11 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

Winnipeg

9-Mango Tango Potentilla
24-Mango Tango Potentilla
9-Karl Foerster Feather Reed Grass
5-Karl Foerster Feather Reed Grass
20-Mango Tango Potentilla
GARBAGE / LOADING
NEW CRU
3-Festivus Gold Ninebark
5-Daylily Dwarf Yellow
9-Pygmy Caragana
3-Karl Foerster Feather Reed Grass
13-Daylily Dwarf Yellow
4-Miss Kim Lilac
4-Festivus Gold Ninebark
Overhead Wires
3-Karl Foerster Feather Reed Grass
Existing 6" ø DBH tree to be retained
17-Pygmy Caragana
Existing 8.5" ø DBH tree to be retained
21-Mango Tango Potentilla
12-Pygmy Caragana
Existing 2" ø DBH Multistem tree to be retained
11-Karl Foerster Feather Reed Grass
1-Gladiator Apple
Overhead wires
0 5 10 15 m
MCPHILLIPS STREET

1 LC-2 **Landscape Plan**
Scale: 1:200

Crombie REIT

NEJMARK ARCHITECT
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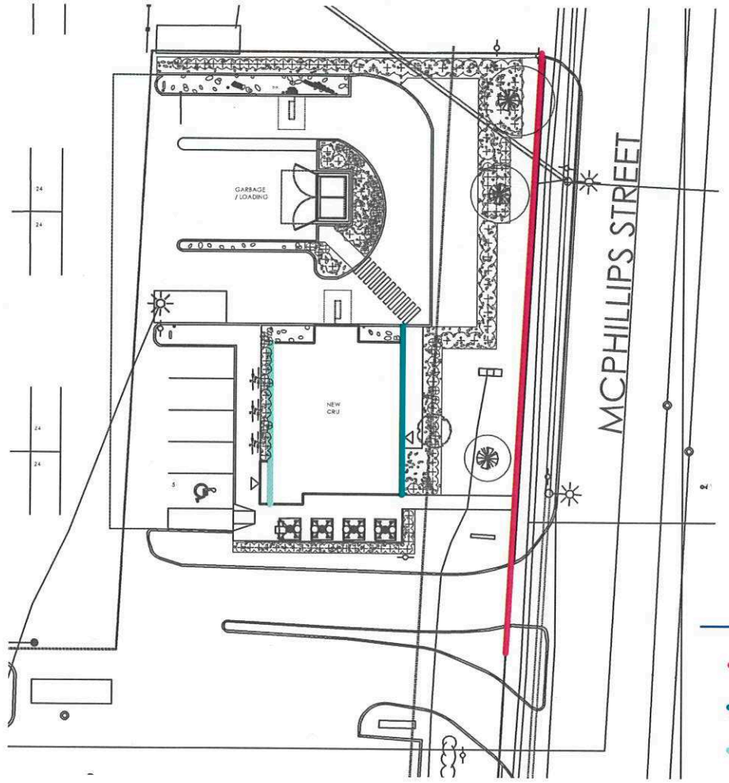
Dean Spearman Landscape Architect

DRAWN BY	SCALE	DATE ISSUED		ISSUED BY
DJS	AS NOTED	2021-01-26		DJS

PROJECT
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

COMM. No.
2013

SHEET
Planting Plan



0 5 10 15 20 25 m

1 LC-3 **Zoning Analysis Plan**

Scale: 1:500

Zoning Analysis Key

- Frontage - McPhillips
- Principle Facade - McPhillips
- Principle Facade -Principle 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	1
Credit		6
Shrubs	27	50

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

Principle Facade

McPhillips — 47 Lin Ft.

	Required	Proposed
Shrubs	5	13

Principle Entry — 45 Lin Ft.

	Required	Proposed
Shrubs	5	9

SCHEDULE "A" page 12 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

Crombie REIT

NEJMARK ARCHITECT
2-54 Adelaide Street Winnipeg Manitoba R3A 0V7
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Dean Spearman Landscape Architect

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DJS	AS NOTED	2021-01-26		DJS

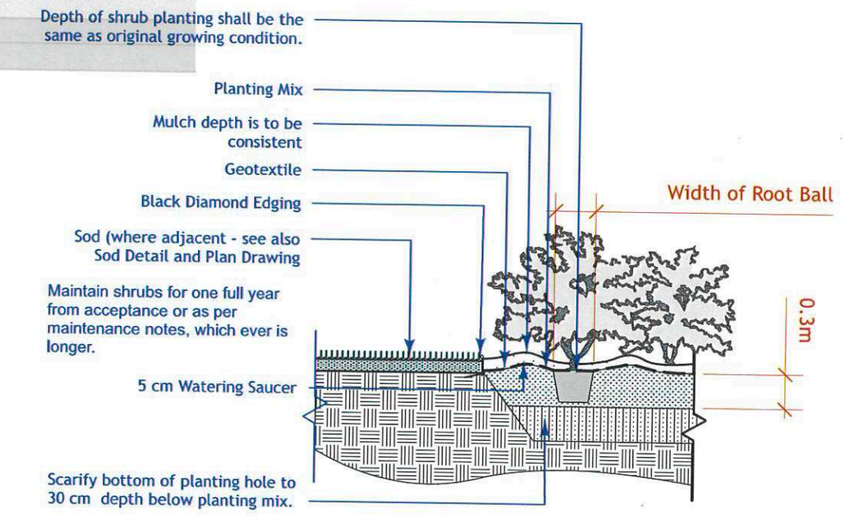
PROJECT
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

COMM. No.
2013

SHEET
Landscape Zoning Analysis Plan

Plant Schedule

Common Name	Botanical Name	Qty	Scheduled Size (Containerized trees will not be accepted)
Evergreen Trees			
Trees			
Gladiator Apple	Malus x adstringens 'Durleo'	1	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'	74	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'	31	Large Pot 2 yr. plant
Ferns / Mosses			
Vines			
Aquatic Plants			
Total Plants on Schedule		186	
Total Plants in Drawing		186	



1 / LC-4 **Shrub Planting Detail**
Scale: 1:50

SCHEDULE "A" page 13 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

Crombie REIT

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

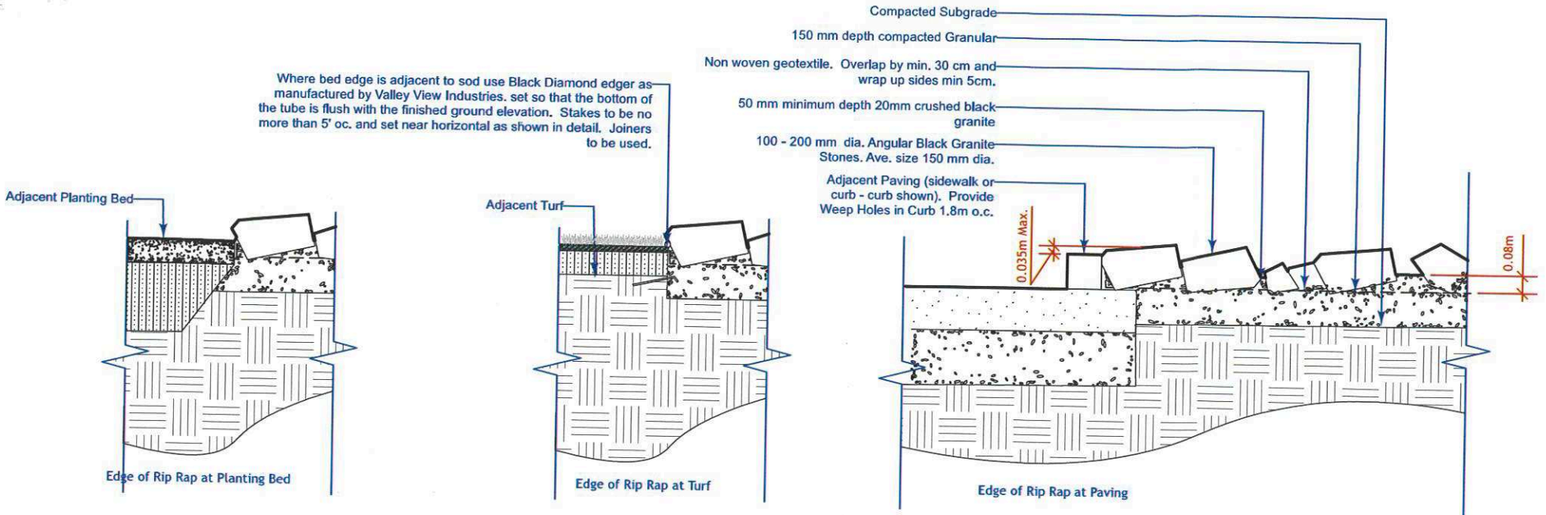
Dean Spearman Landscape Architect

DRAWN BY	SCALE	DATE ISSUED		ISSUED BY
DJS	AS NOTED	2021-01-26		DJS

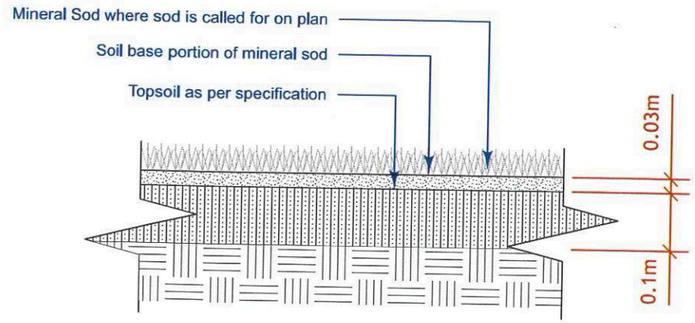
PROJECT 3012/81
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

COMM. No. 2013

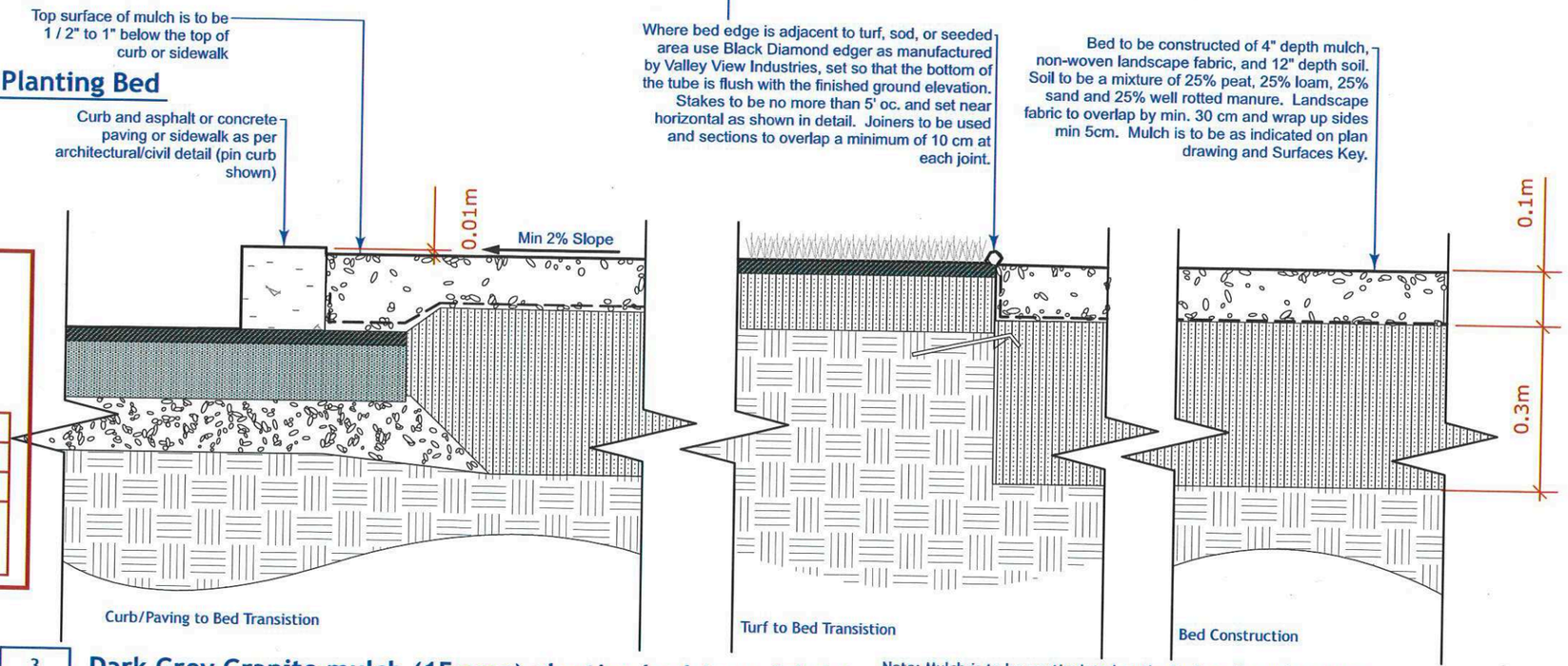
SHEET
Planting Details



2 | LC-5 **Dark Grey Granite Rip Rap (200-300mmø) Planting Bed**
Scale: 1:25



1 | LC-5 **Sod Detail**
Scale: 1:10



3 | LC-5 **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

SCHEDULE "A" page 14 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

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Dean Spearman Landscape Architect

DRAWN BY	SCALE	DATE ISSUED		ISSUED BY
DJS	AS NOTED	2021-01-26		DJS

PROJECT
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

COMM. No.
2013

SHEET
Landscape Material Details

NEJMARK
ARCHITECT INC.

JOSEF NEJMARK
MAA OAA SAA MRAIC
ARCHITECT AAA AIBC
PRINCIPAL

TAT-LIANG CHEAM
MAA OAA MRAIC
PRINCIPAL

JASON JAKUBOWSKI
MAA SAA MRAIC
ARCHITECT AAA
PRINCIPAL

SYLVIA A. MOURA
MAA MRAIC
ARCHITECT AAA AIBC
PRINCIPAL

KEVIN FAWLEY
MAA MRAIC
PRINCIPAL

2-54 ADELAIDE ST
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CANADA R3A 0V7
P 204 947 3775
F 204 947 3789
www.nejmark.mb.ca

September 16, 2022
Revised and Reissued September 28, 2022

City Clerk, City of Winnipeg
c/o Executive Policy Committee
Main Floor, Susan A. Thompson Building, 510 Main Street
Winnipeg, Manitoba, R3B 1B9

Attention: City Clerk CLK-Appeals@winnipeg.ca

RE: LETTER OF APPEAL
FILE DAZ 322/79
PLAN APPROVAL – 920 JEFFERSON (STARBUCKS)
WINNIPEG MB

On behalf of the Owner we are appealing the Standing Policy Committee's decision made on September 8, 2022 to reject the Plan Approval for 920 Jefferson Avenue, Winnipeg MB (File DAZ 322/79).

The Owner's Plan Approval Application is recommended for approval by City Administration, is consistent with the Complete Communities Direction Strategy, and does not require any variances or changes to the land use for the development.

The Owner requests that the Executive Policy Committee (EPC)allow the appeal and approve the site plan as submitted.

On March 10, 2022 Justice Toews released reasons for decision dismissing the claim of Niata Enterprises Ltd. for an easement against Snowcat Property Holdings Limited's lands. Niata has appealed the decision. The hearing of the appeal is scheduled to be heard on January 4, 2023 by the Court of Appeal. In light of the interest and questions from the City Councillors at previous hearings concerning the status of the court proceeding, Snowcat believes it is preferable to schedule the Plan Approval appeal to EPC to take place after the Court of Appeal hearing.

Please advise on soonest available Appeal Hearing date after January 4, 2023 with the Executive Policy Committee.

Yours truly,
NEJMARK ARCHITECT INC.

Tat-Liang Cheam, MAA MRAIC
Principal

TC/mu

CC:
Ashley Martens – Nejmark Architect
Harpreet Brar – Crombie Reit
Jamie Honsberger – Crombie Reit
John Martens – MLT Aikins LLP
Rakvinder Hayer – City of Winnipeg

Winnipeg | City Clerk's Department
Bureau du Greffier

REGISTERED MAIL RN 480 937 338 CA

October 11, 2022

File DAZ 322/79

Nejmark Architect Inc.
2 – 54 Adelaide Street
Winnipeg, MB R3A 0V7

Attention: Tat-Liang Cheam, Principal

Appeal – Plan Approval – 920 Jefferson Avenue – Revised Notice

This will acknowledge receipt of your communication dated September 16, 2022, appealing the Decision dated September 8, 2022, issued by the Standing Policy Committee on Property and Development, Heritage and Downtown Development regarding a Plan Approval for 920 Jefferson Avenue.

Please be advised that the appeal will be heard by the Executive Policy Committee at its meeting on **Tuesday, January 17, 2023, at 9:30 a.m.** in the Council Building, 510 Main Street. The purpose of the appeal hearing is to allow interested persons to make submissions, ask questions or register objections with respect to this matter.

If you wish to speak on this matter at the meeting, please fill out the public representation form available at winnipeg.ca/publichearings and submit it prior to noon (12:00 p.m.), Monday, January 16, 2023 to make the necessary arrangements to register.

Information or documents concerning this matter are available for inspection in the City Clerk's Department, 510 Main Street, or can be accessed four business days prior to the meeting via the Decision Making Information System at winnipeg.ca/CLKDMIS. A description of the procedure to be followed at the hearing can be accessed at winnipeg.ca/publichearings.

Andrew Poitras
Manager of the Decision Making Process
Telephone 204-986-6170
Email apoitras@winnipeg.ca

c J. Kiernan, Director of Planning, Property and Development
J. Veitch, Acting Chief Planner, Planning, Property and Development Department
M. Grady, Administrator of Zoning and Permits, Planning, Property and Development Department
Councillor Eadie, Mynarski Ward
Councillor Sharma, Old Kildonan Ward
Councillor Santos, Point Douglas Ward
Councillor Gilroy, Daniel McIntyre Ward
Councillor Klein, Charleswood-Tuxedo-Westwood Ward
Councillor Lukes, Waverley West Ward

NEJMARK
ARCHITECT INC.

JOSEF NEJMARK
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January 5, 2023
Revised and Reissued January 9, 2023
Revised and Reissued April 3, 2023

City Clerk, City of Winnipeg
c/o Executive Policy Committee
Main Floor, Susan A. Thompson Building, 510 Main Street
Winnipeg, Manitoba, R3B 1B9

Attention: City Clerk CLK-Appeals@winnipeg.ca

RE: LETTER OF APPEAL
FILE DAZ 322/79
PLAN APPROVAL – 920 JEFFERSON AVE. (STARBUCKS)
WINNIPEG MB

On behalf of the Owner we would like to advise the Executive Policy Committee (EPC) that the Manitoba Court of Appeal has reserved its decision regarding Niata Enterprises Ltd.'s appeal of the judgment by Justice Toews denying Niata's claim for an easement over the property owned by Snowcat Property Holdings Limited. It is still unknown when the Court of Appeal will issue a decision but we anticipate four (4) to five (5) months from today's date.

Therefore we are requesting the April 18, 2023 EPC Appeal Hearing for the Plan Approval at 920 Jefferson Avenue, Winnipeg MB (File DAZ 322/79) be adjourned to the September, 2023 EPC meeting.

Yours truly,
NEJMARK ARCHITECT INC.

Tat-Liang Cheam, MAA MRAIC
Principal

TC/mu

CC:
Harpreet Brar – Crombie Reit
John Martens – MLT Aikins LLP
Braeden Cornick
Rakvinder Hayer – City of Winnipeg

2-54 ADELAIDE ST
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City Clerk's Department
Bureau du Greffier

April 11, 2023

File DAZ 322/79

Nejmark Architect Inc.
2 – 54 Adelaide Street
Winnipeg, MB R3A 0V7

Attention: Tat-Liang Cheam, Principal

Appeal – Plan Approval – 920 Jefferson Avenue

This will acknowledge receipt of your revised communication dated April 3, 2023, requesting that the Appeal Hearing be rescheduled to September, 2023, due to an ongoing matter being considered by the Manitoba Court of Appeal.

Accordingly, please be advised that the appeal will be heard by the Executive Policy Committee at its meeting on **Thursday, September 21, 2023, at 9:30 a.m.** in the Council Building, 510 Main Street.

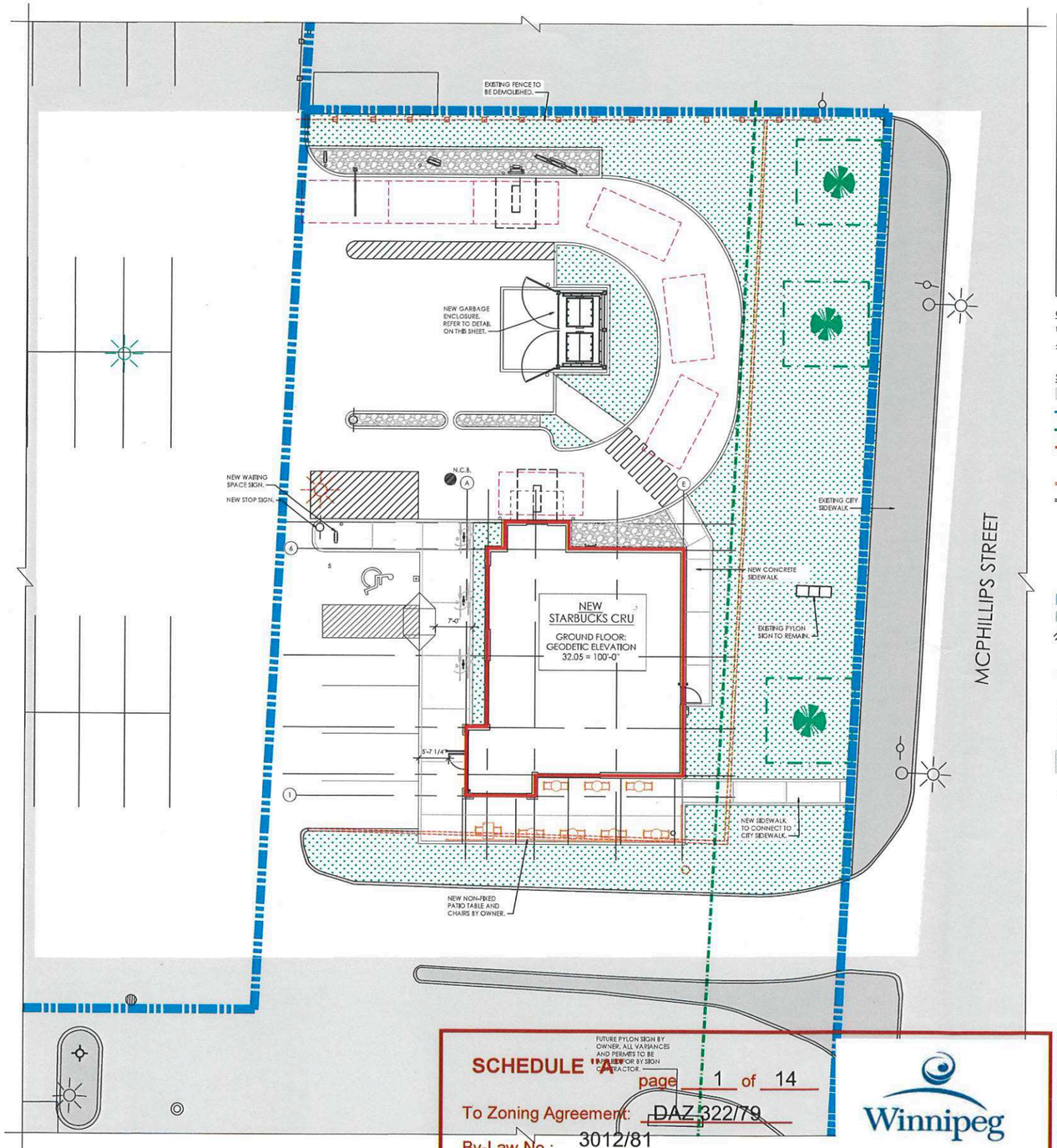
If you wish to speak on this matter at the meeting, please fill out the public representation form available at winnipeg.ca/publichearings and submit it prior to noon (12:00 p.m.), Wednesday, September 20, 2023 to make the necessary arrangements to register.

Information or documents concerning this matter are available for inspection in the City Clerk's Department, 510 Main Street, or can be accessed four business days prior to the meeting via the Decision Making Information System at winnipeg.ca/CLKDMIS. A description of the procedure to be followed at the hearing can be accessed at winnipeg.ca/publichearings.

Andrew Poitras
Manager of the Decision-Making Process
Telephone 204-986-6170
Email apoitras@winnipeg.ca

c M. Pittet, Acting Director of Planning, Property and Development
J. Veitch, Acting Chief Planner, Planning, Property and Development Department
M. Grady, Administrator of Zoning and Permits, Planning, Property and Development Department
Councillor Eadie, Mynarski Ward
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Councillor Lukes, Waverley West Ward
Councillor Rollins, Fort Rouge-East Fort Garry Ward
Councillor Allard, St. Boniface Ward
Councillor Dobson, St. James Ward
Councillor Duncan, Charleswood-Tuxedo-Westwood Ward

Exhibit 6 - Appeal - Plan Approval - 920 Jefferson Avenue



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 4, 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

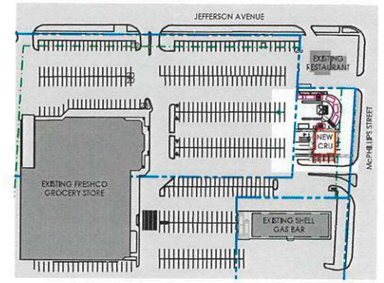
SUPERMARKET: 1/250 FT² = 222 STALLS
EATING AND DRINKING ESTABLISHMENT: 1/150 FT² = 13 STALLS
GAS BAR: 1 (UNDER 2000 FT²) + 1 PER 3 EMPLOYEES = 2 STALLS

GENERAL NOTES:

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

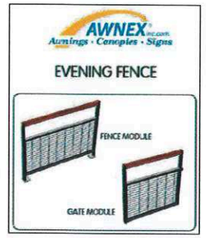
SITE PLAN LEGEND:

- 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 (8X16)
- 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.

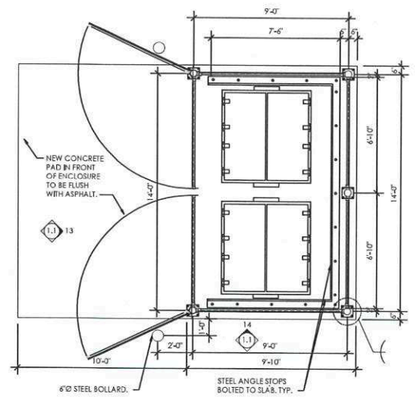


N

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

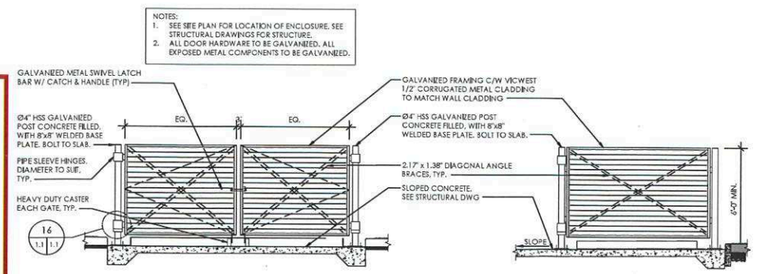


2 / 1.0 | 1.0 TENANT PATIO FENCE
Scale: NTS



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"

SCHEDULE A
page 1 of 14
To Zoning Agreement: DAZ 322/79
By-Law No.: 3012/81

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

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 3780 www.nejmark.mb.ca

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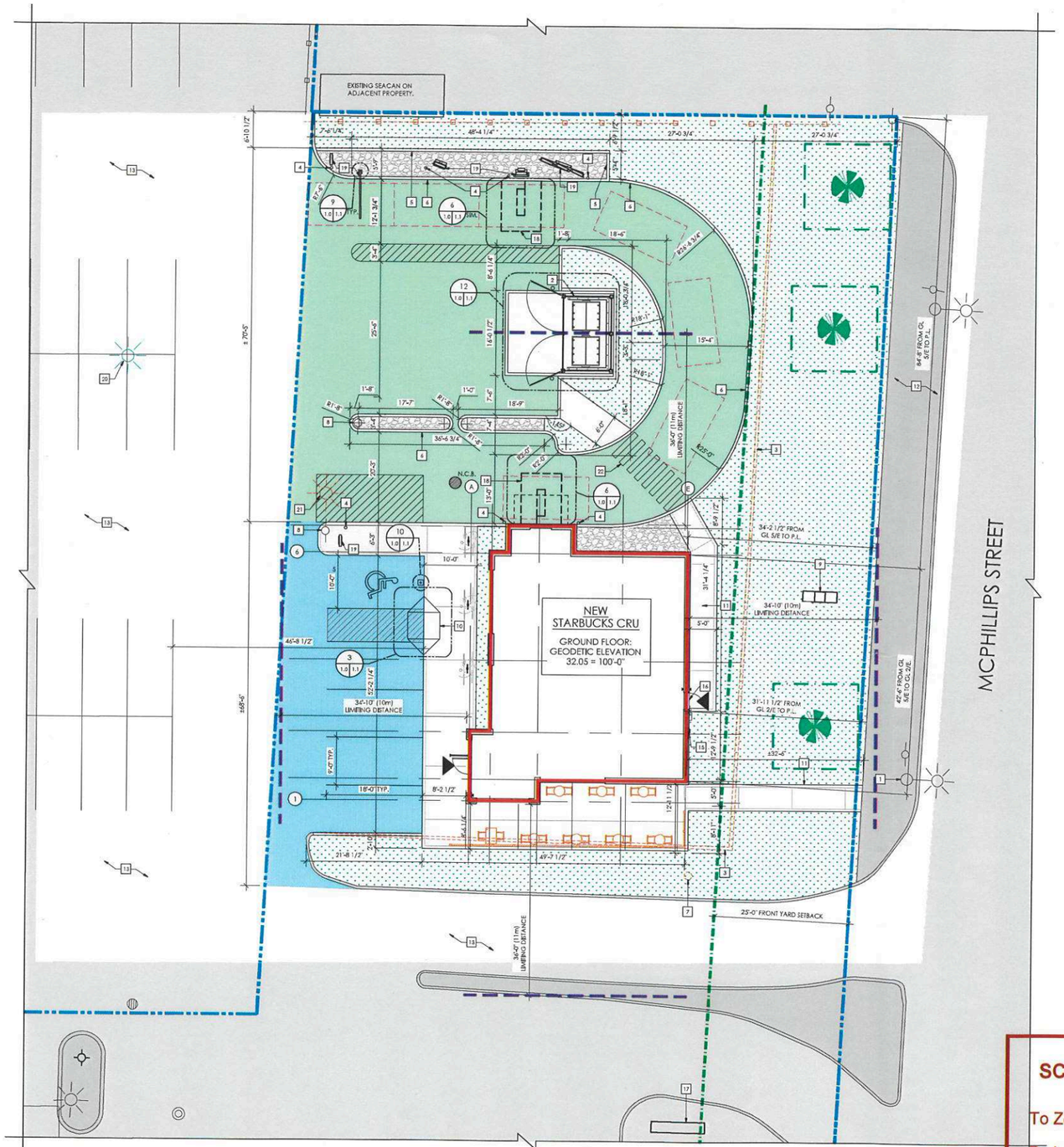
The contractor is to verify dimensions and date noted hereon with conditions on the site and is held responsible for reporting discrepancy to the architects for adjustment.

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

SHEET TITLE:
SITE PLAN

COMMISSION NUMBER: 2013
SHEET NUMBER: A1.0

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



N

2 / 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

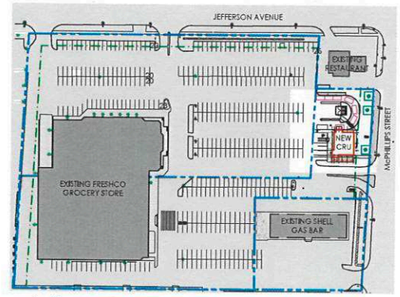
SITE ZONING
ZONING: C3 - COMMERCIAL CORRIDOR

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



N / 1 / 1.0 1.0 KEY PLAN
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)
- 5 NEW 4" PAINTED PARKING LINES (YELLOW) STALL COUNT
- DRIVE THROUGH QUEUING SPACE (8X16)
- 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.
- XXXX EXISTING GRADE
- EXISTING FIRE HYDRANT
- EXISTING CATCH BASIN. REFER TO CIVIL.
- EXISTING MANHOLE REFER TO CIVIL.
- N.C.S. 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. 6" 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 CSTE. 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. GC 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.

SCHEDULE "A" page 2 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

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

DRAWN BY: AM

PRINTING DATE: APRIL 8, 2021

STAMP

TC

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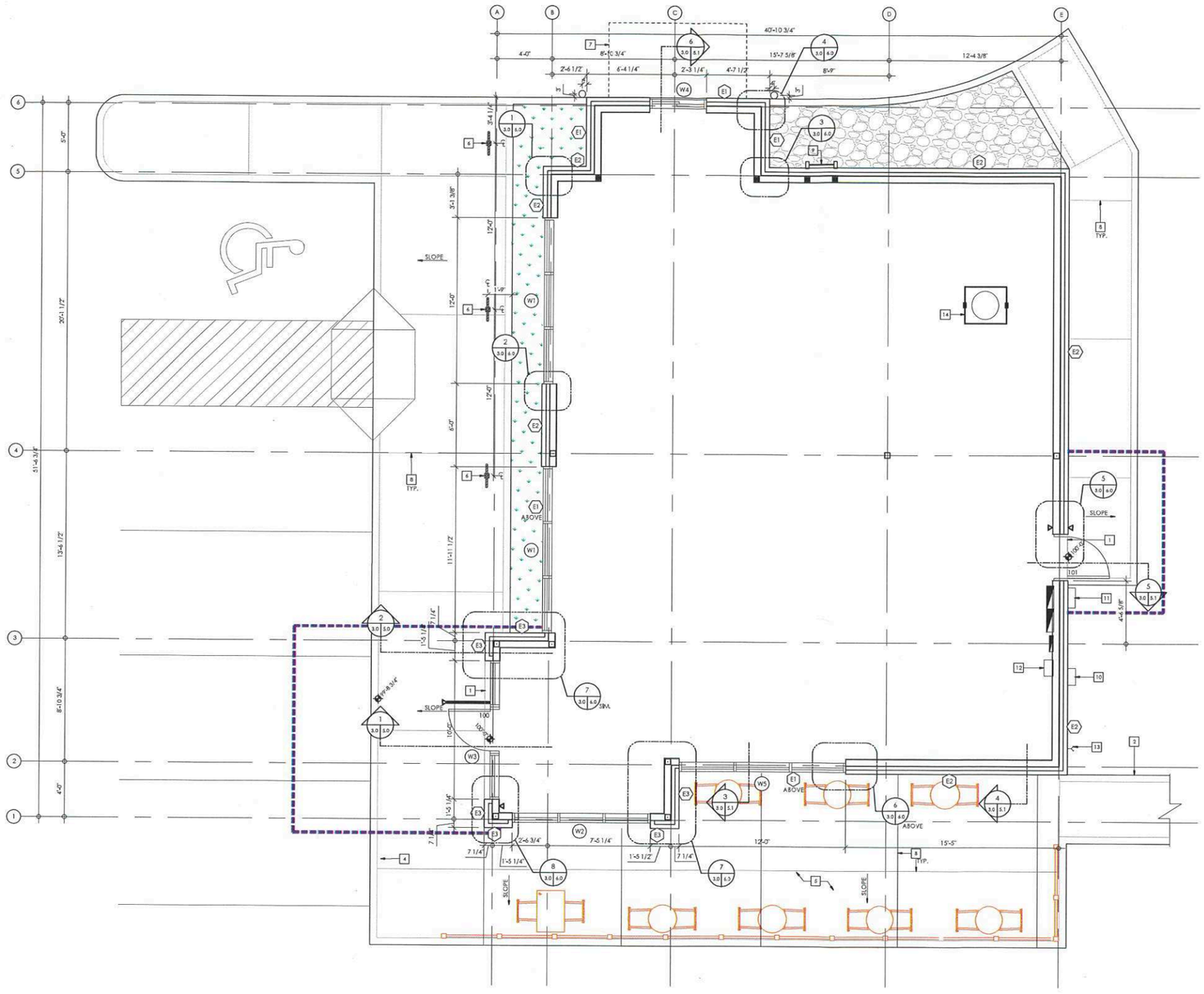
The contractor is to verify dimensions and data noted herein with conditions on the site and is held responsible for reporting discrepancy to the architects for adjustment.

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

SHEET TITLE:
SITE PLAN

COMMISSION NUMBER: 2013
SHEET NUMBER: A1.0

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



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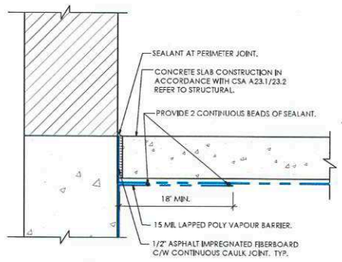
1 3.0 3.0 CONSTRUCTION PLAN
SCALE: 1/4" = 1'-0"

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.
- 100.05 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.



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

2 3.0 3.0 TYPICAL UNDER SLAB VAPOUR BARRIER
SCALE: 1 1/2" = 1'-0"

Winnipeg

SCHEDULE "A" page 3 of 14
To Zoning Agreement: DAZ 322/79
By-Law No.: 3012/81

Zoning Officer	Carlie Bannmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

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

DRAWN BY: AM
PRINTING DATE: APRIL 8, 2021
STAMP

Crombie

NEJMARK ARCHITECT
2-54 Adelaide Street Winnipeg Manitoba R3A 0W7
P 204 947 3775 F 204 947 3789 www.nejmark.mb.ca

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

PROJECT TITLE:

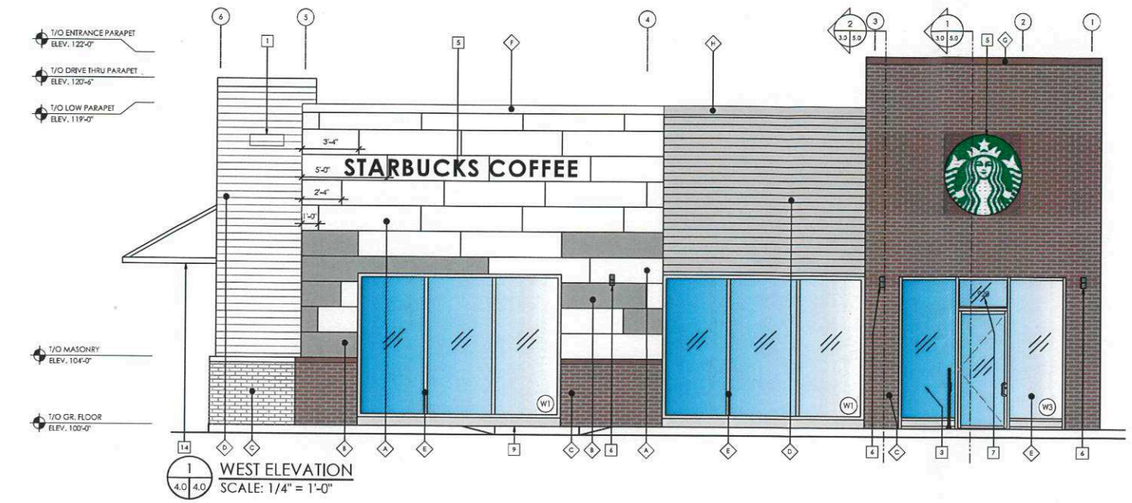
STARBUCKS CRU - BASE BUILDING
920 JEFFERSON AVE.
WINNIPEG, MANITOBA

SHEET TITLE:

CONSTRUCTION PLAN

COMMISSION NUMBER: 2013
SHEET NUMBER: A3.0

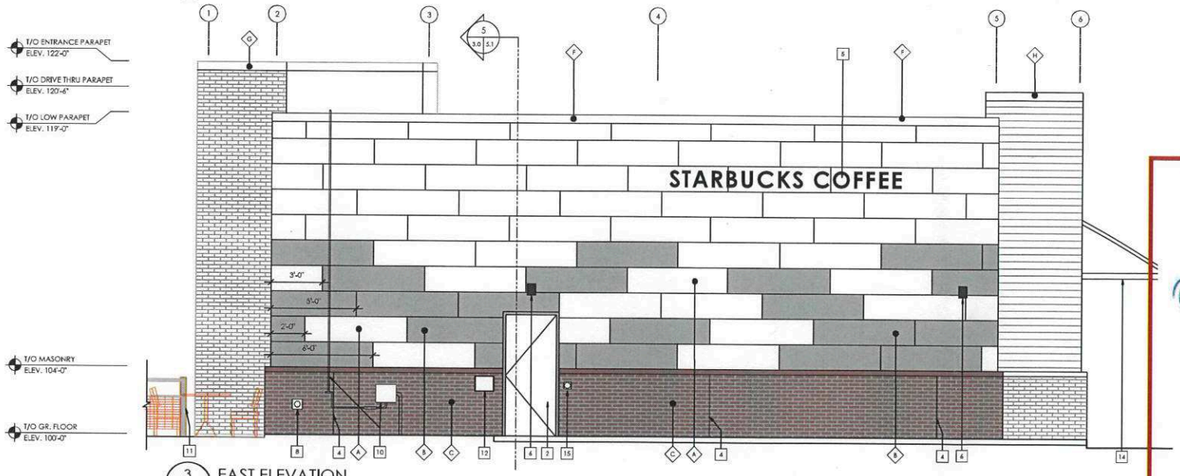
FILE: 2013 - STARBUCKS CRU_A3.0 CONSTRUCTION PLAN.DWG



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"

SCHEDULE "A" page 4 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Zoning Officer	Carlie Bannann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

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

DRAWN BY: AM

PRINTING DATE: APRIL 8, 2021

STAMP

Crombie

NEJMARK ARCHITECT

2-54 Adelaide Street Winnipeg Manitoba R3A 0V7
P 204 947 3775 F 204 947 3733 www.nejmark.mb.ca

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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

SCHEDULE "A" page 5 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	



SCHEDULE "A" page 6 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: _____

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	



3012/81

SCHEDULE "A" page 7 of 14

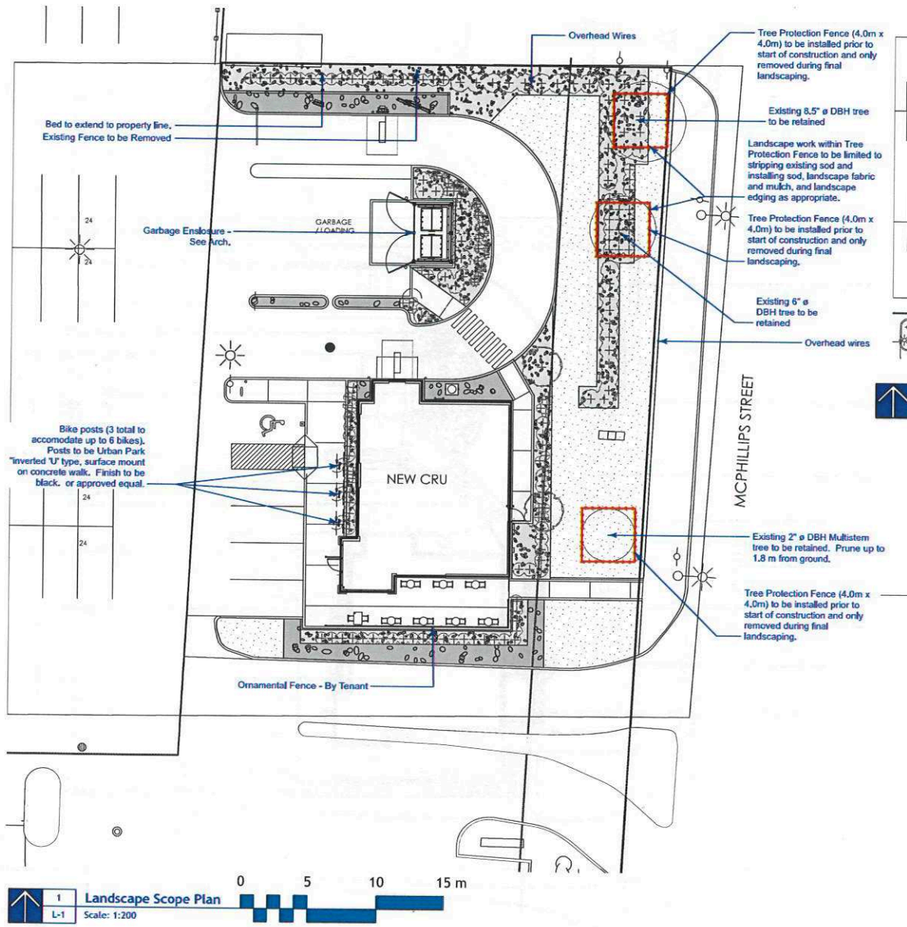
To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

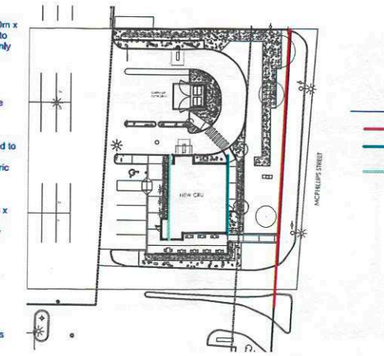
Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	





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.

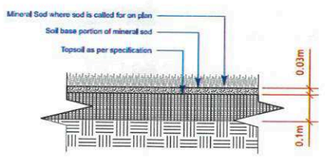
	Required	Proposed
Shrubs	5	11

Surfaces Key

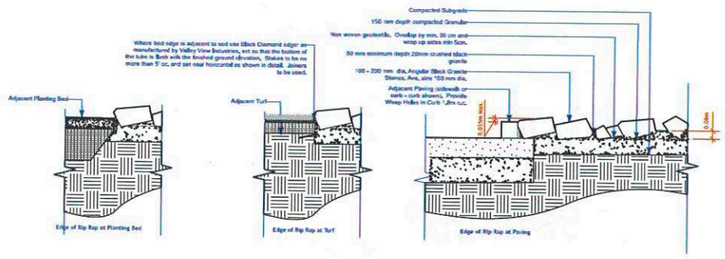
- Sod c.w. Topsoil — 3 L-1
- Dark Grey Granite Rip Rap (200-300mmø) Planting Bed — 4 L-1
- Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric) — 5 L-1

Landscape Surface Schedule

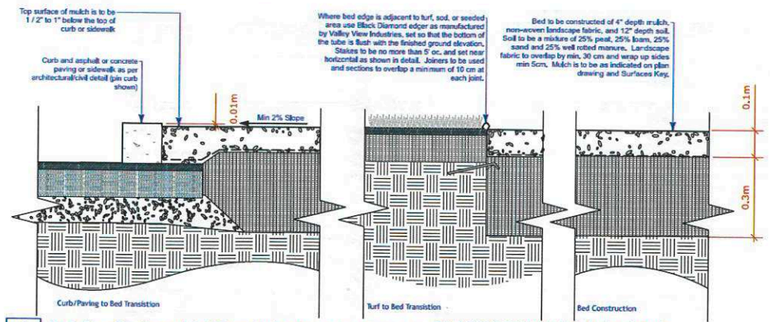
Hardscape Name	Area (sm)
Sod c.w. Topsoil	293.83
Dark Grey Granite Rip Rap (200-300mmø) Planting Bed	76.72
Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric)	229.24



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
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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.
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8. Repair, replace and maintain tree protection materials, including fencing, during construction until such time no equipment will be working in the area.
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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 dripline 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 8 of 14
To Zoning Agreement: DAZ 322/79
By-Law No.: 3012/81

Zoning Officer
District Planner
Community Clerk
Approved for the Director of Planning, Property and Development
Martin Grady

Carlie Banmann 4/6/2022

Winnipeg

No.	ISSUED FOR		DAT
C	CONSTRUCTION		2021

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

STAMP

DEAN J. SPEARMAN Member No. 86

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

Crombie

NEJMARK ARCHITECT
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P 204 947 3775 F 204 947 3789 www.nejmark.mb.ca

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

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

Surfaces Key

- Sod c.w. Topsoil
- Dark Grey Granite Rip Rap (200-300mmø) Planting Bed
- Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric)

Bike posts (3 total to accomodate up to 6 bikes)

Ornamental Fence - by Tenant.

NEW CRU

GARBAGE / LOADING

Garbage Enclosure - See Arch.

Bed to extend to property line.

Existing Fence to be Removed

Overhead Wires

Existing 6" ø DBH tree to be retained

Existing 8.5" ø DBH tree to be retained

Existing 2" ø DBH Multistem tree to be retained

Overhead wires

MCPHILLIPS STREET

0 5 10 15 m

1 LC-1 **Landscape Plan**
Scale: 1:200

SCHEDULE "A"
page 10 of 14
To Zoning Agreement: DAZ 322/79
By-Law No.: 3012/81

Zoning Officer	Carlie Bannmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

Winnipeg

Crombie REIT

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

Dean Spearman Landscape Architect

DRAWN BY	SCALE	DATE ISSUED		ISSUED BY
DJS	AS NOTED	2021-01-26		DJS

STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

SHEET
Landscape Scope Plan

SCHEDULE "A" page 11 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Zoning Officer	Carlie Bannmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

Winnipeg

9-Mango Tango Potentilla
9-Karl Foerster Feather Reed Grass
24-Mango Tango Potentilla
5-Karl Foerster Feather Reed Grass
20-Mango Tango Potentilla
3-Festivus Gold Ninebark
5-Daylily Dwarf Yellow
9-Pygmy Caragana
3-Karl Foerster Feather Reed Grass
13-Daylily Dwarf Yellow
4-Miss Kim Lilac
4-Festivus Gold Ninebark
Overhead Wires
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Existing 6" ø DBH tree to be retained
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Existing 2" ø DBH Multistem tree to be retained
11-Karl Foerster Feather Reed Grass
1-Gladiator Apple
Overhead wires
NEW CRU
GARBAGE /LOADING
5
TYP.
0 5 10 15 m
1 LC-2 Landscape Plan
Scale: 1:200
MCPHILLIPS STREET

Crombie REIT

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

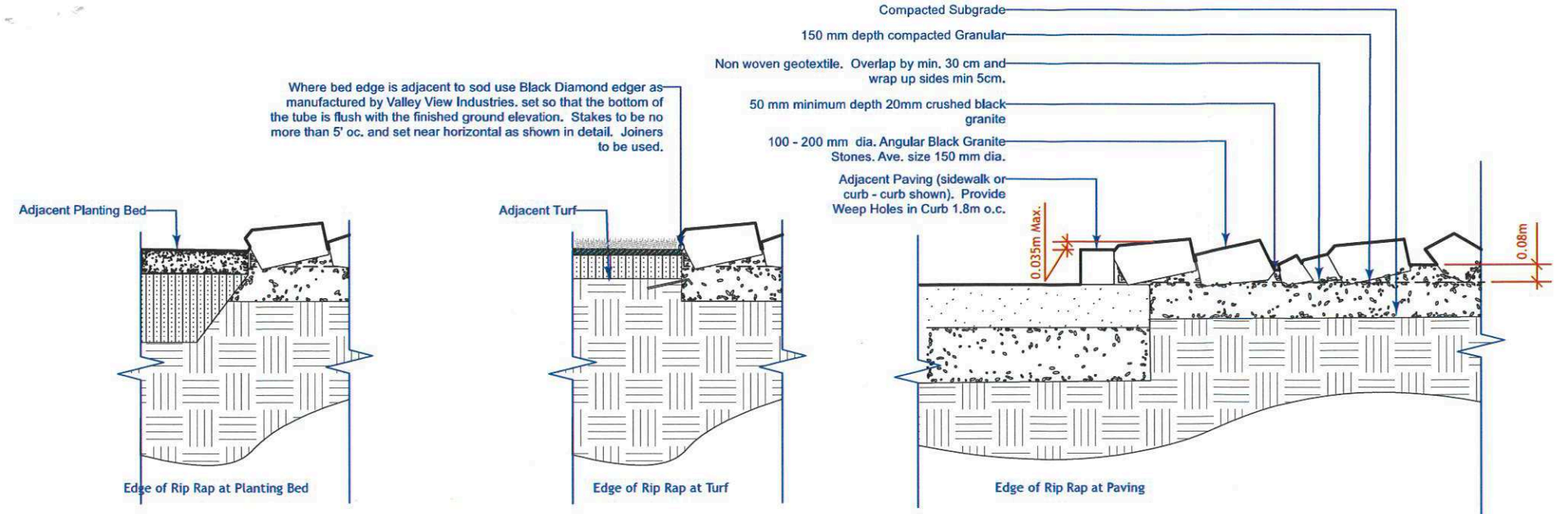
Dean Spearman Landscape Architect

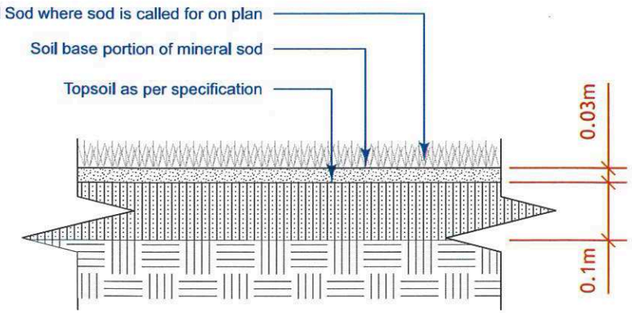
DRAWN BY	SCALE	DATE ISSUED		ISSUED BY
DJS	AS NOTED	2021-01-26		DJS

PROJECT
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

COMM. No.
2013

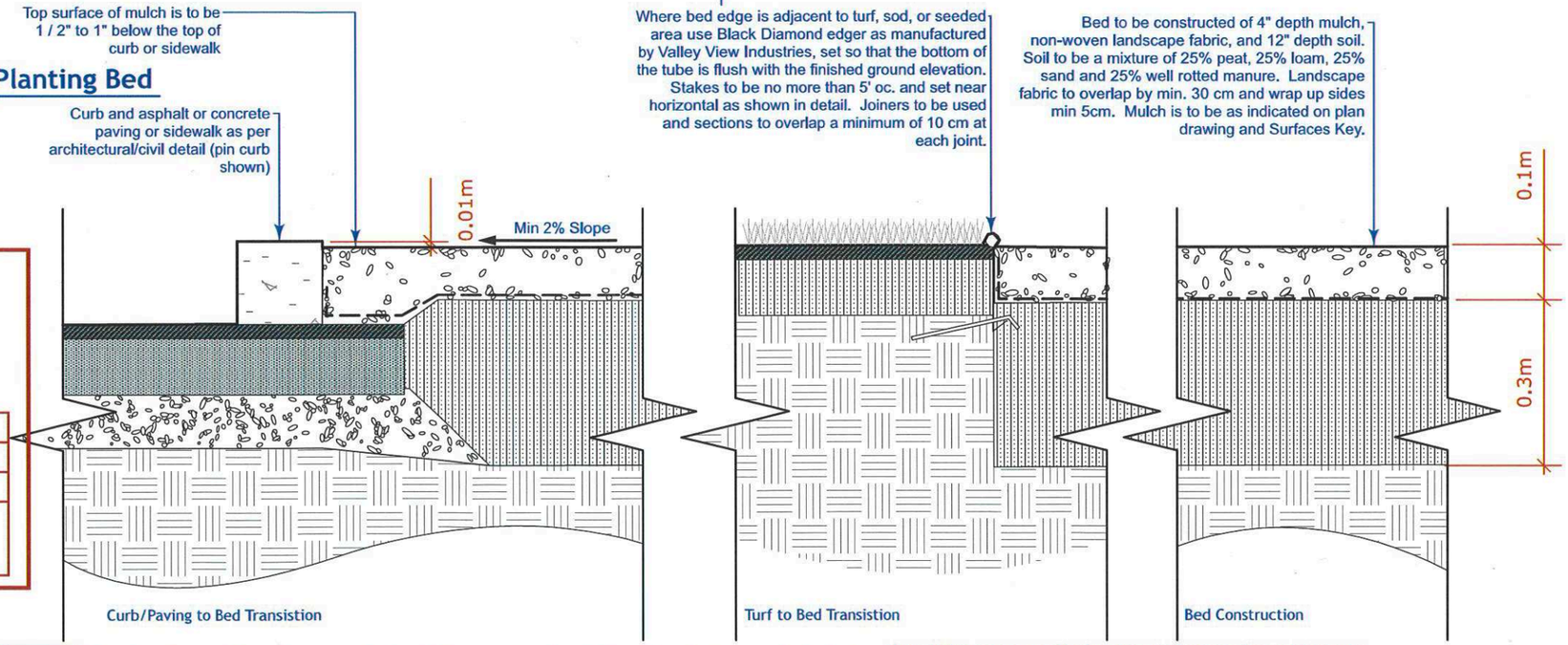
SHEET
Planting Plan





1	**Sod Detail**
LC-5	Scale: 1:10

2	**Dark Grey Granite Rip Rap (200-300mmø) Planting Bed**
LC-5	Scale: 1:25



3	**Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric)**
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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

SCHEDULE "A" page 14 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

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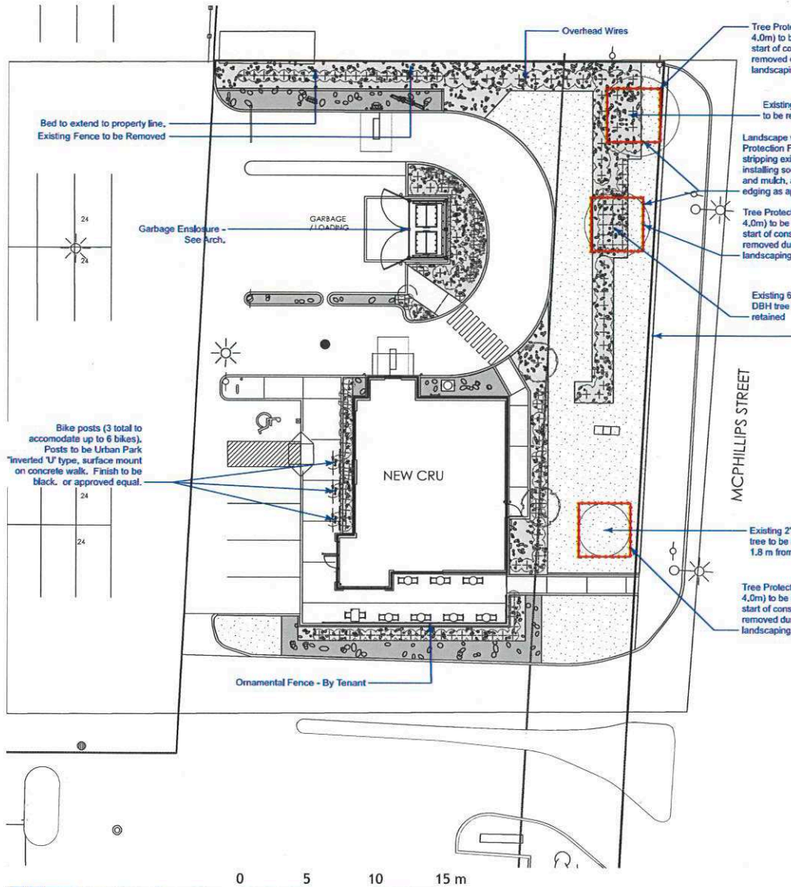
Dean Spearman Landscape Architect

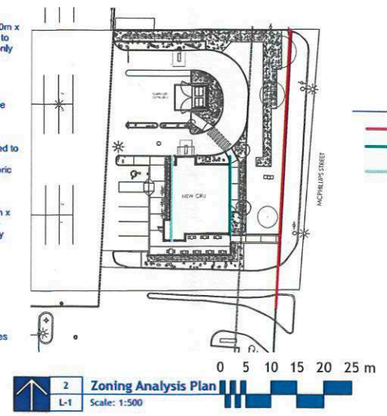
DRAWN BY	SCALE	DATE ISSUED		ISSUED BY
DJS	AS NOTED	2021-01-26		DJS

PROJECT
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

COMM. No.
2013

SHEET
Landscape Material Details





Zoning Analysis Key

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

City of Winnipeg Zoning Requirements

190 (2) Street Edge Landscaping

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McPhillips — 170 Lin ft.

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	Required	Proposed
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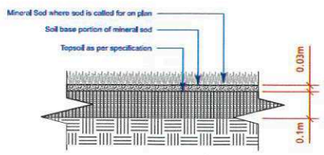
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Surfaces Key

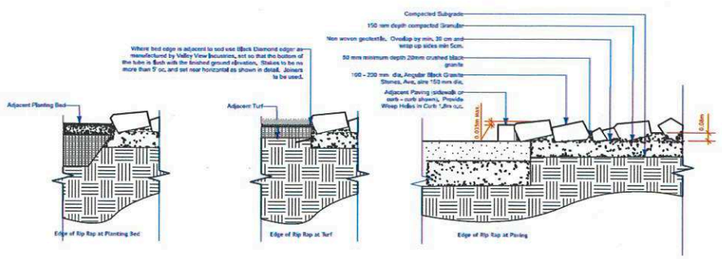
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Landscape Surface Schedule

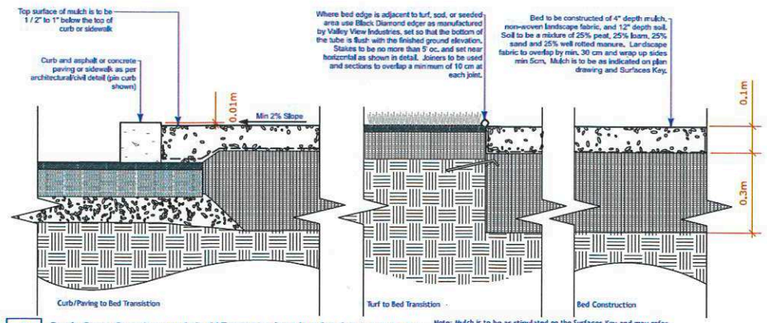
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3 L-1 **Sod Detail**
Scale: 1:10



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Dean Spearman
Landscape Architect

SCHEDULE "A"
To Zoning Agreement: page 8 of 14
DAZ 322/79
By-Law No.: 3012/81

Zoning Officer
District Planner
Community Clerk
Approved for the Director of Planning, Property and Development

Carlie Bannmann 4/6/2022
Martin Grady

Winnipeg

No.	ISSUED FOR	DAT
C	CONSTRUCTION	2021

DRAWN BY: DJS

PRINTING DATE: 2021-03-19

STAMP

MANITOBA ASSOCIATION OF LANDSCAPE ARCHITECTS
DEAN J. SPEARMAN
Member No. 66

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

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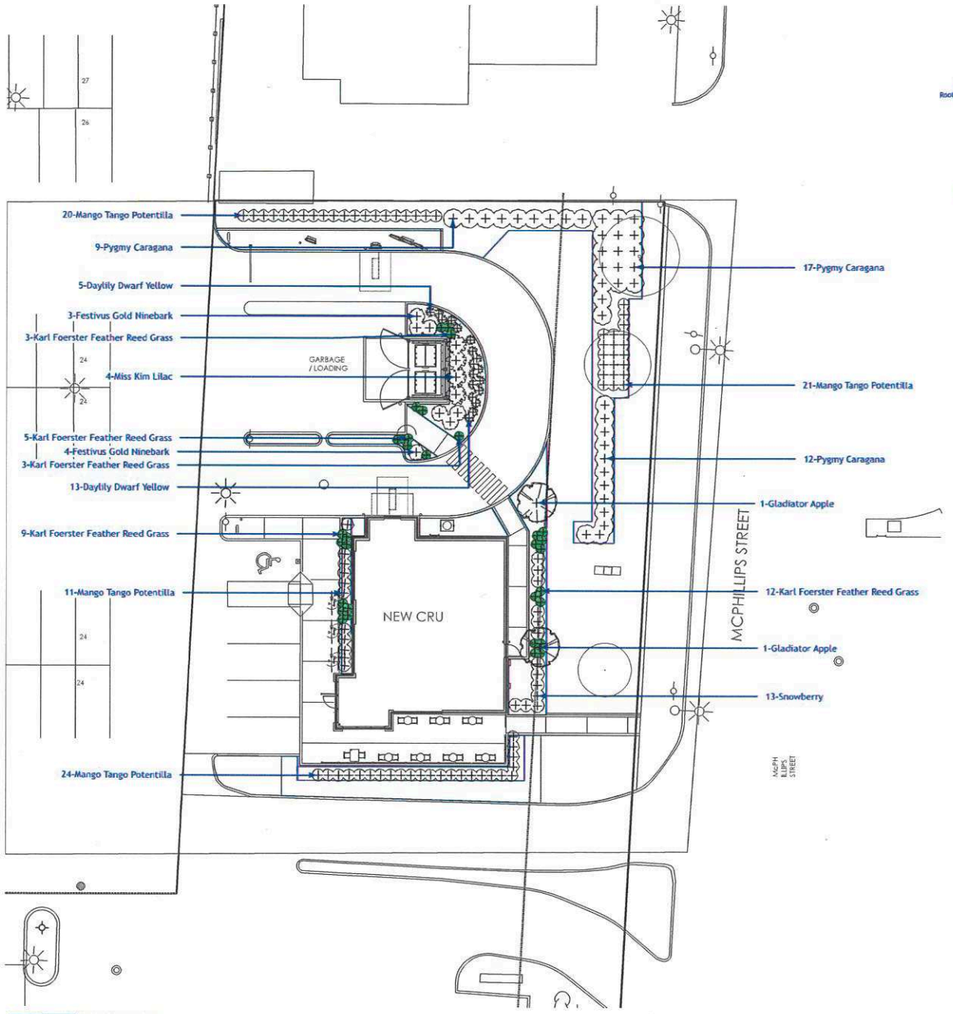
The contractor is to verify dimensions and date noted hereon with conditions on the site and is held responsible for reporting discrepancy to the architects for adjustment.

PROJECT TITLE:
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

SHEET TITLE:
Landscape Scope Plan

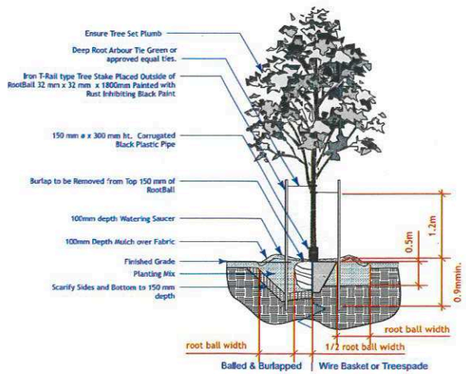
COMMISSION NUMBER: **2013**
SHEET NUMBER: **L-1**

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

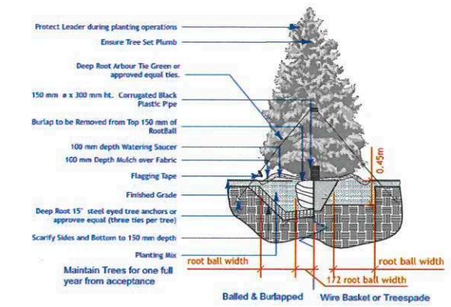


1 L-2 **Planting Plan**
Scale: 1:200

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



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



3 L-2 **Evergreen Tree 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 Agreement: DAZ 322/79 page 9 of 14
By-Law No.: 3012/81

Zoning Officer	Carlie Baumann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

C CONSTRUCTION
No. ISSUED FOR
DRAWN BY: DJS

PRINTING DATE: 2021-03-19

STAMP

THE MANITOBA ASSOCIATION OF LANDSCAPE ARCHITECTS
DEAN J. SPEARMAN
Member No. 86

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 3769 www.nejmark.mb.ca

Drawings and specifications, as instruments of service are the property of the architect the copyright in this 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 hereon with conditions on the site and is held 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

Surfaces Key

- Sod c.w. Topsoil
- Dark Grey Granite Rip Rap (200-300mmø) Planting Bed
- Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric)

Bike posts (3 total to accomodate up to 6 bikes)

Ornamental Fence - by Tenant.

NEW CRU

GARBAGE / LOADING

Garbage Enslosure - See Arch.

Bed to extend to property line.

Existing Fence to be Removed

Overhead Wires

Existing 6" ø DBH tree to be retained

Existing 8.5" ø DBH tree to be retained

Existing 2" ø DBH Multistem tree to be retained

Overhead wires

MCPHILLIPS STREET

0 5 10 15 m

1 LC-1 **Landscape Plan**
Scale: 1:200

SCHEDULE "A"
To Zoning Agreement: DAZ 322/79
By-Law No.: 3012/81
page 10 of 14

Zoning Officer	Carlie Bannmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

Winnipeg

Crombie REIT

NEJMARK ARCHITECT
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Dean Spearman Landscape Architect

DRAWN BY	SCALE	DATE ISSUED		ISSUED BY
DJS	AS NOTED	2021-01-26		DJS

STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

SHEET
Landscape Scope Plan

SCHEDULE "A"

page 11 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

Winnipeg

9-Mango Tango Potentilla
24-Mango Tango Potentilla
9-Karl Foerster Feather Reed Grass
5-Karl Foerster Feather Reed Grass
20-Mango Tango Potentilla
GARBAGE / LOADING
NEW CRU
3-Festivus Gold Ninebark
5-Daylily Dwarf Yellow
9-Pygmy Caragana
3-Karl Foerster Feather Reed Grass
13-Daylily Dwarf Yellow
4-Miss Kim Lilac
4-Festivus Gold Ninebark
Overhead Wires
3-Karl Foerster Feather Reed Grass
Existing 6" ø DBH tree to be retained
17-Pygmy Caragana
Existing 8.5" ø DBH tree to be retained
21-Mango Tango Potentilla
12-Pygmy Caragana
Existing 2" ø DBH Multistem tree to be retained
11-Karl Foerster Feather Reed Grass
1-Gladiator Apple
Overhead wires
0 5 10 15 m
MCPHILLIPS STREET

1 LC-2 **Landscape Plan**
Scale: 1:200

Crombie REIT

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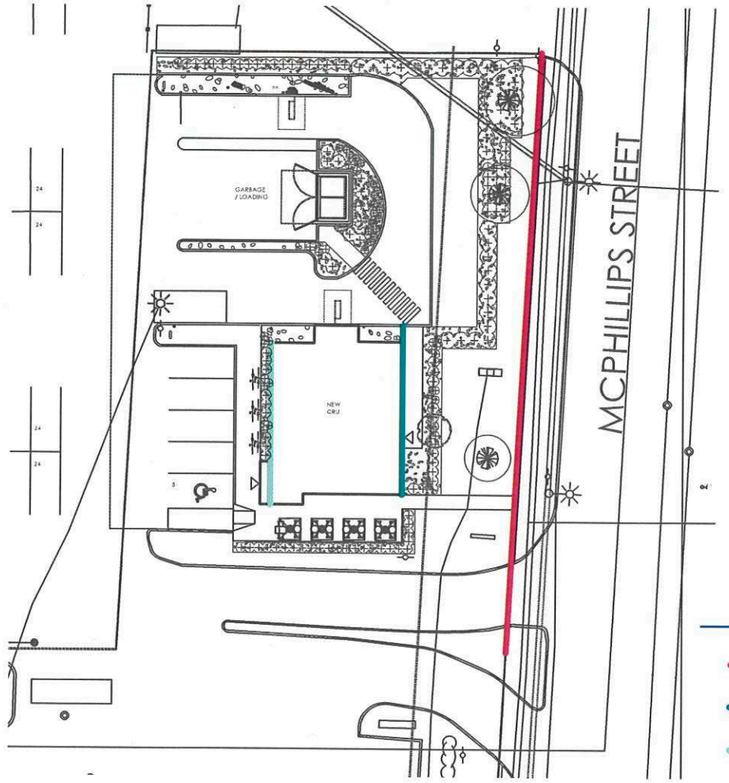
Dean Spearman Landscape Architect

DRAWN BY	SCALE	DATE ISSUED		ISSUED BY
DJS	AS NOTED	2021-01-26		DJS

PROJECT
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

COMM. No.
2013

SHEET
Planting Plan



0 5 10 15 20 25 m

1 LC-3 **Zoning Analysis Plan**

Scale: 1:500

Zoning Analysis Key

- Frontage - McPhillips
- Principle Facade - McPhillips
- Principle Facade -Principle 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	1
Credit		6
Shrubs	27	50

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

Principle Facade

McPhillips — 47 Lin Ft.

	Required	Proposed
Shrubs	5	13

Principle Entry — 45 Lin Ft.

	Required	Proposed
Shrubs	5	9

SCHEDULE "A" page 12 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

Crombie REIT

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Dean Spearman Landscape Architect

DRAWN BY	SCALE	DATE ISSUED		ISSUED BY
DJS	AS NOTED	2021-01-26		DJS

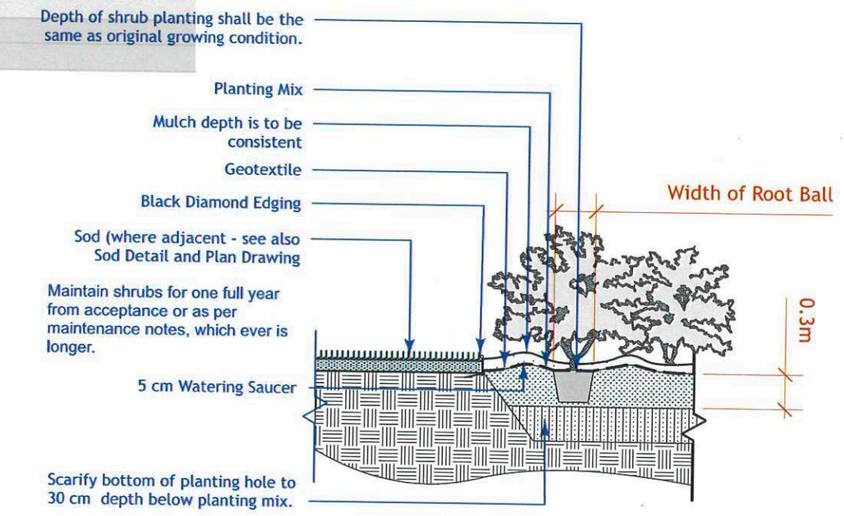
PROJECT
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

COMM. No.
2013

SHEET
Landscape Zoning Analysis Plan

Plant Schedule

Common Name	Botanical Name	Qty	Scheduled Size (Containerized trees will not be accepted)
Evergreen Trees			
Trees			
Gladiator Apple	Malus x adstringens 'Durleo'	1	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'	74	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'	31	Large Pot 2 yr. plant
Ferns / Mosses			
Vines			
Aquatic Plants			
Total Plants on Schedule		186	
Total Plants in Drawing		186	



1 / LC-4 **Shrub Planting Detail**
Scale: 1:50

SCHEDULE "A" page 13 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

Crombie REIT

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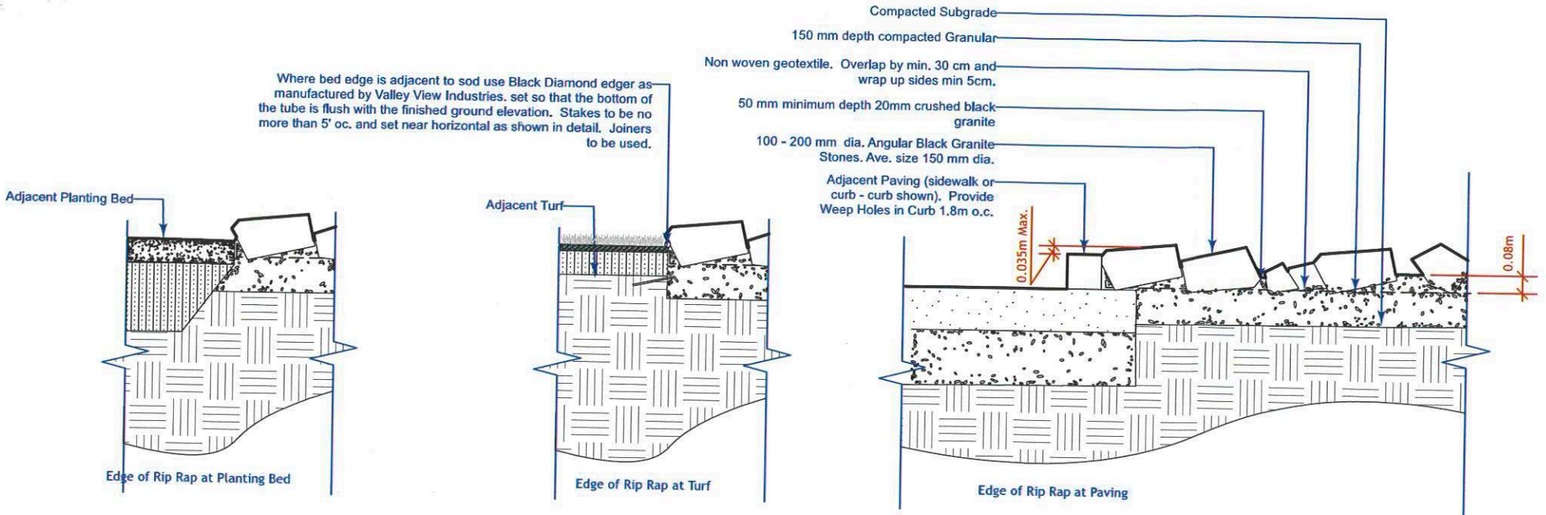
Dean Spearman Landscape Architect

DRAWN BY	SCALE	DATE ISSUED		ISSUED BY
DJS	AS NOTED	2021-01-26		DJS

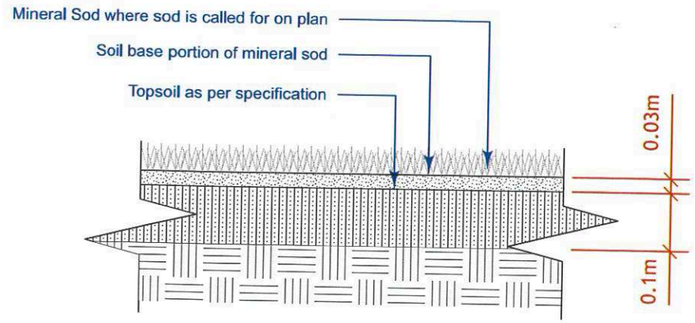
PROJECT 3012/81
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

COMM. No. 2013

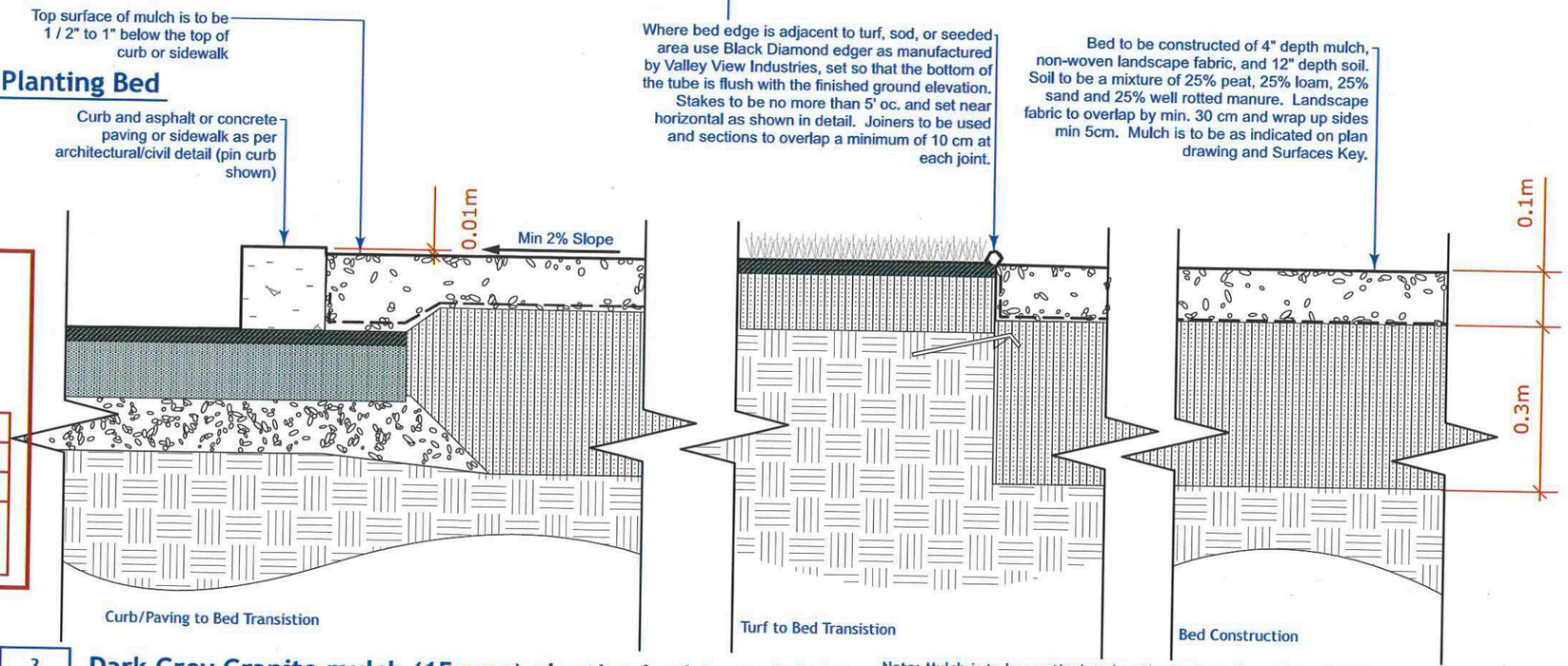
SHEET
Planting Details



2 | LC-5 **Dark Grey Granite Rip Rap (200-300mmø) Planting Bed**
Scale: 1:25



1 | LC-5 **Sod Detail**
Scale: 1:10



3 | LC-5 **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

SCHEDULE "A" page 14 of 14

To Zoning Agreement: DAZ 322/79

By-Law No.: 3012/81

Winnipeg

Zoning Officer	Carlie Banmann	4/6/2022
District Planner		
Community Clerk		
Approved for the Director of Planning, Property and Development	Martin Grady	

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Dean Spearman Landscape Architect

DRAWN BY	SCALE	DATE ISSUED		ISSUED BY
DJS	AS NOTED	2021-01-26		DJS

PROJECT
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

COMM. No.
2013

SHEET
Landscape Material Details

MLT AIKINS

WESTERN CANADA'S LAW FIRM

MLT Aikins LLP
30th Floor - 360 Main Street
Winnipeg, MB R3C 4G1
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Agnes Tolka
Legal Assistant
Direct Line: (204) 957-4727
E-mail: atolka@mltaikins.com

September 13, 2023

City Hall – City Clerk's Department
510 Main Street
Winnipeg, MB R3B 1B9
Attention: Mr. Peter Prinsloo

City of Winnipeg
Legal Service Department
510 Main Street
Winnipeg, MB, R3B 1B9
Attention: Mr. Joe Andrade

Dear Messrs Prinsloo and Andrade:

Re:	**Plan Approval 22-133171 – 920 Jefferson Ave, Winnipeg DAZ 322/79** **Executive Policy Committee Meeting date: September 21, 2023 at 9:30 a.m.**
MLT Aikins File No:	**0055736-00007**

We are legal counsel for Snowcat Property Holdings Ltd. (Snowcat). We write further to the Plan Approval requested for the above noted property scheduled to be considered by the Executive Policy Committee (EPC) on September 21, 2023.

As you are aware, Plan Approval was before the West Kildonan Community Committee, the Standing Policy Committee, and EPC in the past. At those meetings, the adjacent property owner Niata Enterprises Ltd. (Niata) objected to Plan Approval on the basis that it alleged to hold a prescriptive easement, or an easement arising by promissory estoppel, over the lands owned by Snowcat. It alleged that the easement prevents or otherwise restricts development in the manner proposed by Snowcat. Niata further alleged that considerations of parking, traffic, and building location had an impact upon its rights such that Plan Approval should be refused.

On April 28, 2022, we informed the City that Niata's claim had been dismissed in its entirety by the Honourable Mr. Justice Toews of the Court of King's Bench (*Niata Enterprises v. Snowcat Property Holdings Limited,* 2022 MBQB 50). Nonetheless, SPC made the decision to decline Plan Approval because of the issues raised by Niata's appeal to the Manitoba Court of Appeal.

On May 24, 2023 the Manitoba Court of Appeal rendered its decision. The Court dismissed the appeal and decided, unanimously, that Niata has no legal or equitable rights over the property owned by Snowcat. A copy of the Court's decision is attached as Appendix "A". Niata did not

seek leave to appeal to the Supreme Court of Canada. The legal proceedings are therefore concluded and the findings of Justice Toews and the Court of Appeal are final.

We also attach, for your convenience, copies of our earlier letters addressed to the City. The letters detail our request on behalf of Snowcat that the City proceed with consideration of the Plan Approval pursuant to the Development Procedures By-law:

- May 3, 2021 (Attached as Appendix "B");
- May 27, 2021 (Attached as Appendix "C");
- September 10, 2021 (Attached as Appendix "D");
- October 19, 2021 (Attached as Appendix "E");
- April 28, 2022 (Attached as Appendix "F"); and
- June 29, 2022 (Attached as Appendix "G").

Finally, I attach a letter from the City of Winnipeg legal services dated June 1, 2021 addressed to Niata (Appendix "H"). Legal services similarly viewed the claims of Niata as falling within the jurisdiction of the Court, and that the City committees should decide the Plan Approval on its merits.

After more than two years of delays, Niata's allegations concerning the property have now been finally dismissed by the Courts and Plan Approval is back before the City. The Plan Approval is recommended by Administration, and complies with all City requirements. The development of the parking lot area into a well-known coffee shop will be of benefit to the local area, and to the City as a whole.

Snowcat looks forward to its appearance before EPC on September 21, 2023 to obtain Plan Approval for this exciting development.

Yours truly,

MLT AIKINS LLP

Per:

John B. Martens

JBM:at

APPENDIX "A"

Citation: Niata Enterprises Ltd et al v Snowcat Property Holdings Limited,
2023 MBCA 48
Date: 20230524
Docket: AI22-30-09764

IN THE COURT OF APPEAL OF MANITOBA

Coram: Madam Justice Freda M. Steel
Madam Justice Janice L. leMaistre
Chief Justice Glenn D. Joyal (*ad hoc*)

BETWEEN:

NIATA ENTERPRISES LTD. and 6577661 MANITOBA LTD.	)	***P. Halamandaris*** *and* ***L. L. Gergely*** *for the Appellants*
(Applicants) Appellants	)	***J. B. Martens*** *and* ***B. Cornick***
- and -	)	*for the Respondent*
SNOWCAT PROPERTY HOLDINGS LIMITED	)	*Appeal heard:* ***January 4, 2023***
(Respondent) Respondent	)	*Judgment delivered:* ***May 24, 2023***

On appeal from 2022 MBQB 50

STEEL JA

[1] The applicants appeal the dismissal by the application judge of their application for a declaration as to entitlement to an easement over the property of the respondent, Snowcat Property Holdings Limited (Snowcat) (the property), and an injunction restraining Snowcat from interfering with that easement. The applicants seek the easement based both on a prescriptive easement and on an equitable easement by virtue of promissory estoppel.

Facts

[2] The applicant Niata Enterprises Ltd. (Niata) is the original owner of the Thunderbird restaurant (Thunderbird) which has operated at the same location since the 1960s. The applicant 6577661 Manitoba Ltd. (657) is the current owner and tenant of Thunderbird. Snowcat is the present owner of the property on which a Freshco grocery store (formerly, Safeway), a gas station, and a large parking lot are currently located. While the parking lot is for the customers of Freshco, it has for many years also been used by the customers, and sometimes delivery drivers and suppliers, of Thunderbird.

[3] In 1960, prior to Snowcat's purchase of the property, it was owned by a church and Niata paid it $200 annually to allow their customers to park on the property. Apparently, there was some sort of agreement that, when the church decided to sell the property, Niata would have the opportunity to purchase it. The agreement was never placed in writing or formalized in any way. The church did not offer Niata the opportunity to purchase the property but instead, sold it to a developer in 1980. Niata took no steps to seek redress once they became aware that the property had been sold to a third party. Niata attempted to continue paying the annual amount, but the new owner refused to accept the payment. The new owner put up "no parking signs" but after some intervention by Niata and the City of Winnipeg, the signs came down.

[4] In approximately 1982 when a Safeway store was first constructed on the property, a new parking lot was constructed and an approximately four-foot-high wood and steel fence was erected along the boundary between the property and Niata's land preventing any vehicle access between them. While there is no formal means of either vehicle or pedestrian access between the

property and Niata's land, there are two gaps in the guardrails which allow for people to pass between the parking lot on the property and Thunderbird. The property has signage prohibiting unauthorized parking.

[5] Nonetheless, the customers, employees, delivery drivers and other invitees have continued using the parking lot since that time. No caveat or other indication of interest in the property has ever been registered by Niata against the title of the registered owner of the adjoining property since Thunderbird was first constructed.

Application Judge

[6] The application judge dismissed the application. He found that the applicants have failed to "prove all of the essential elements necessary to establish a prescriptive easement" (at para 44). Specifically, the application judge found that the evidence (*ibid*):

> . . .
>
> a) [Did] not support a claim that there is a right over the disputed easement area capable of forming the subject matter of a grant;
>
> b) [Did] not support a claim that the usage is without permission, either oral or written for a minimum period of 20 years or that the usage has occurred continuously and uninterrupted in an open and peaceful way for 40 years;
>
> c) [Did] not support a claim that the use was as of right rather than by way of the permission of the landholder; and

d) [S]upports a finding that the use of the disputed easement area by the applicants was on the basis of neighbourly accommodation.

[7] Further, he found that the applicants' claim to "access the disputed easement area is not supported by the doctrine of proprietary or equitable estoppel" (at para 45). He was not satisfied that there was a promise made by a previous owner to allow the use of the parking lot, which promise was relied upon by Niata.

[8] Having found that there was no basis to claim the easement based on equitable easement or proprietary estoppel, he nevertheless reviewed the claim on the basis of section 58(1) of *The Real Property Act*, CCSM c R30 (the *RPA*) and found that it did not meet those requirements.

[9] Having found that there was no claim for an easement, he denied the interlocutory injunction.

[10] The applicants appeal, raising three issues:

1. Do they satisfy the requirements for a prescriptive easement and, more specifically:

    a. Is the interest claimed capable of being the subject matter of a grant?

    b. Does the usage satisfy the 20 or 40-year periods set out in the *RPA*?

c. Was the usage as a matter of right or on the basis of neighbourly accommodation as found by the application judge?

2. Are the applicants entitled to an equitable easement by virtue of proprietary estoppel?

3. Are the applicants entitled to an injunction?

Analysis

Standard of Review

[11] Whether the application judge applied the correct legal test is a question of law and the standard of review is correctness. Whether the facts satisfy the legal test is a question of mixed fact and law and the standard of review is palpable and overriding error, unless there is an extricable question of law (see *Housen v Nikolaisen*, 2002 SCC 33).

Law With Respect to Easements

[12] The law governing the establishment of a prescriptive easement in Manitoba was set out in detail in the application judge's reasons and in *RPM Farms Ltd et al v Laurence Jay Rosenberg et al*, 2019 MBQB 140; *St Boniface Warehousing Ltd v BBD Holdings Ltd*, 2019 MBQB 181; and *Klimack et al v Kroeker et al*, 2020 MBCA 98. I do not find it necessary to repeat it in detail since the applicable law is not in dispute but rather, the application judge's application of that law to the facts.

[13] However, it is interesting to note that the statutory basis for finding an easement by prescription in Manitoba is still governed by English legislation that was enacted several decades before Manitoba became the fifth province of Confederation. Manitoba is one of the few remaining jurisdictions in Canada in which prescriptive easements established under *The Prescription Act 1832* (UK), 2 & 3 Will IV, ch 71 (the *Act*) continue to exist (see *Klimack* at para 13).

[14] Notably, the *Act* has been derided by the Manitoba Law Reform Commission, the Ontario Law Reform Commission and the English Law Reform Committee as being one of the most poorly and incomprehensibly drafted statutes in all of English history, which is saying a lot (see *Kaminskas v Storm*, 2009 ONCA 318 at para 25; *Klimack* at paras 13-14; and Ontario Law Commission, *Report on Limitation of Actions* (Toronto: Department of the Attorney General, 1969).

[15] In any case, a quick review of the basic principles reveals that the Legislature, by virtue of section 58(1)(c) of the *RPA*, has chosen to make easements an exception to the indefeasibility of title which lies at the heart of Manitoba's Torrens land system. The *RPA* allows an exception for "any right-of-way or other easement, howsoever created, upon, over, or in respect of, the land".

[16] Nonetheless, the onus to establish an easement lies on the person claiming it on a balance of probabilities and, in considering a prescriptive easement, the court should be cautious, and the evidence should be clear and solid (see *RPM Farms* at paras 31, 44).

[17] First, the claimant must satisfy all four essential requirements of an easement at law, in addition to the criteria of a prescriptive easement. They are:

1. There must be a dominant tenement and a servient tenement.

2. An easement must accommodate the dominant tenement.

3. Dominant and servient owners must be different persons, and

4. A right over land cannot amount to an easement, unless it is capable of forming the subject matter of a grant (see *Klimack* at para 6).

See *RPM Farms* at para 25.

[18] The last criteria requires some explanation. All easements limit the use and enjoyment of the servient tenement by its owner to some extent. However, the easement is too wide if it interferes too greatly with the owner's right to possess it. As well, an easement is too vague if the area of land over which the easement is claimed is not capable of being delineated with specificity. The owner of the land in question and any subsequent owners must be able to know how the use of their land is limited. In those cases, the easement would not be capable of forming the subject matter of a grant. It is this last criteria that is in issue in this appeal, which is fundamentally a factual issue.

[19] In addition to those four essential requirements, the party claiming the prescriptive right over the land of another must demonstrate, with clear evidence, the following criteria:

1. The usage must be continuous;

2. The usage must be uninterrupted;

3. The usage must be open and peaceful;

4. The usage must exist for a minimum period of 20 years; and

5. The usage must be without permission, either oral or written.

[20] If the usage has occurred continuously and uninterrupted in an open and peaceful way for 40 years, proof of oral permission will not defeat the claim to the easement (see *RPM Farms* at paras 28-29).

[21] Whether permission has been given or simple acquiescence has occurred is not easy to determine. As noted by Bruce Ziff, *Principles of Property Law*, 7th ed (Toronto: Thomson Reuters, 2018) (also quoted in *Klimack* at para 21) (at p 435):

> Somewhere between these very close poles – between a use that is not objected to, but not permitted – one finds the servient owner who acquiesces in, or does not complain about or impede, the exercising of easement-like rights. When that occurs, a claim to an easement through prescription can succeed . . ..
> . . .
>
> [footnote omitted]

[22] Where the dominant owner's use of a servient tenement "amount[s] to nothing more than good neighbourly accommodation and friendly courtesy", the use will be considered "permissive" and will not constitute a prescriptive easement (*Blankstein v Walsh*, 1988 CarswellMan 169 at para 35

(QB), aff'd 1989 CarswellMan 168 (CA)). Permission defeats a prescriptive easement (see *Kaminskas* at para 48).

[23] All the criteria must be met to find a prescriptive easement. "If any one criteria is missing, the claim to an easement will fail" (*RPM Farms* at para 31).

Decision

Do the Applicants Satisfy the Requirements for a Prescriptive Easement?

[24] The application judge found that the easement claimed was not capable of forming the subject matter of a grant. In concluding that the easement claimed detracted substantially from the right of the servient owner, the application judge referred to *Copeland v Greenhalf*, [1952] 1 All ER 809 (ChD) (see para 46). That case involved a claim of prescriptive right to store on a neighbour's land vehicles awaiting and undergoing repair, and vehicles awaiting collection after repair. The Court in that case rejected the claim, finding that it was "virtually a claim to possession" (at p 812) of the servient tenement since the defendant was claiming the whole use of the particular strip of land and that he could leave as many or as few vehicles for as long as he wanted. This has been called the ouster principle. The applicants argued that this principle had been questioned in the English courts and that the application judge was wrong to adopt it.

[25] I do not find merit in this argument. That particular case was not the main pillar of the application judge's reasoning. He stated that it has "some applicability" (at para 46), but importantly for this Court's purposes, held that, "In the case at bar, the right sought to be recognized is broader than

the one under consideration in ***Copeland***" (at para 47). Rather, he referred to *Zanussi v Roosen*, 2011 ABQB 751; and *Husky Oil Operations Ltd v Shelf Holdings Ltd*, 1989 ABCA 30, to support his conclusion that the right sought "detracts so substantially from the rights of the servient owner" (at para 53) that it cannot be an easement (see also para 52).

[26] The question of whether the easement is capable of forming the subject matter of a grant is, in the end, a factual one. Although parking in a specified spot has been recognized by courts as a category capable of forming the subject matter of a grant, that is not the same thing as recognizing a prescriptive easement that would permanently allow unrestricted but temporary non-exclusive parking of an unidentified number of vehicles in a large commercial public parking lot.

[27] As stated in *Zanussi* (at para 11):

> . . .
>
> . . . The issue in fact is the perennial one of drawing the line, of deciding when the point has been reached that the right in question detracts so substantially from the rights of the servient owner that it must be something other than an easement.

[28] The application judge came to his conclusion for several reasons, including that the evidence of the applicants did not establish that certain parking space areas were consistently used, the easement area was not defined specifically and there was no access to the easement area from the applicants' land.

[29] There was no evidence that the applicants ever directed their customers, delivery drivers or employees to use the specific alleged easement

area. There was no signage that customers should park in the parking lot and no direction given that they should.

[30] A prescriptive easement cannot arise when there is intermittent use by invitees who are not under the direction and control of the owner. For the most part, it was the customers of Thunderbird who were using the parking lot. The evidence of delivery drivers or owners using the parking lot was minimal. See, for example, the affidavit of Niata's director, John Ginakes, which included a simple statement that users included Thunderbird owners, employees and delivery drivers, as well as its customers and the affidavit of 657's director, Tang Chi Yin Hang, which stated that his wife, their employees and delivery drivers park in the parking lot.

[31] So, for example, in *Harbour Authority & Ano v Simpson Aqua*, 2016 PECA 20, the Court held that an easement could not be granted with respect to the use of a roadway by fishers accessing the harbour. The use of the roadway by the fishers was insufficient to create an easement for the registered owner. Similarly in *Temma Realty Co Ltd v Ress Enterprises Ltd et al* (1967), 64 DLR (2d) 602 (Ont H Ct J), it was held that the use by delivery drivers of a laneway between two buildings could not give rise to a prescriptive easement over the property.

[32] As well, there is no direct vehicular access to the easement area from either a public roadway, or other public property or the applicants' land. Thus, an easement would also necessitate an easement recognizing a vehicular pathway leading to and from the disputed area. While courts have granted such additional rights, it is another fact which added to the final conclusion.

[33] Next, there was no evidence that identified certain parking spaces that were consistently used, even on a temporary basis, by Thunderbird users. While the applicants identified an area over which the easement was claimed, the evidence did not establish what part of it was actually used. People parked at different places within the easement area at different times, in different vehicles for different purposes. Witnesses for Snowcat testified that no consistent pattern of use of the parking lot by Thunderbird customers came to their attention. Neither witness was cross-examined on their affidavits. It is not sufficient to establish a prescriptive easement by simply defining a designated area without appropriate evidence establishing the usage of the area claimed with some precision.

[34] In fact, the disputed easement area exceeds the total area to which the applicants actually hold title. They claim a prescriptive easement over an area of the property totalling 15,000 square feet in total, as compared to their 11,000 square-foot property. While they have provided a surveyor sketch of the historical area, they have failed to prove use within that area of any stalls or areas in any continuous and identifiable manner that would give rise to a prescriptive easement (see *St Boniface Warehousing* at para 17).

[35] The applicants agree that the application judge set out the appropriate test; however, they argue that he did not apply it properly. It is their position that the application judge disregarded evidence which corroborated the delineation of the specific area over which the applicants sought an easement. They argue that, in coming to that conclusion, the application judge made a palpable and overriding error in that they claimed an easement for temporary parking and a number of courts have held that an easement can exist for temporary parking which does not substantially detract

from the owner's use. They disagree that the easement area is incapable of legal definition and argue that it does not matter that the users could not access the easement area from their land since in other cases, courts have held that an easement includes those ancillary rights as are reasonably necessary to the exercise of the easement.

[36] At their heart, all these arguments take issue with the findings of the application judge, but do not point to a fundamental error on his part. They disagree with his conclusion.

[37] Although the law recognizes the possibility of ordering an additional easement to allow for a vehicular pathway and cases have recognized parking spaces as amenable to an easement, it is the combination of all the findings of fact that led the application judge to his conclusion that the easement was not capable of forming the subject matter of a grant. This is not a case of an easement over a single, clearly identified parking space but, rather, the right to park an unlimited number of vehicles by an unlimited number of individuals for an unlimited amount of time anywhere within an alleged easement area larger than the applicants' entire property.

[38] Failure to demonstrate one essential element of the test results in the failure of a claim on that basis, regardless of whether the other elements have been met. However, for the sake of completeness, I will address the other grounds of appeal.

[39] The application judge held that the usage from 1961 to 1980 was pursuant to an agreement. That finding is not challenged. What the applicants challenge is the application judge's finding that there was permission in 1982,

which resulted in the 20-year period not being met. Whether the use was with permission or as of right is a question of fact (see *Blankstein* at para 29).

[40] For a period of approximately two years, from 1980 to 1982, the property was in the process of redevelopment for the Safeway store. The redevelopment involved excavation by bulldozers, new landscaping and drainage, new pavement, parking stalls for Safeway customers, shopping cart enclosures and a fence. Thus, the period was interrupted when the parking lot was rebuilt during that period of time.

[41] The application judge relied upon the evidence placed before him, including from Thunderbird's contractor, Edward Rodzen, to conclude that, in 1982, a verbal agreement was reached where the general public, including customers of Thunderbird, could use the parking lot as a neighbourly accommodation.

[42] It was the evidence of Mr. Rodzen that, after complaints by the Niata land to the City, the City brought them and the new owner of the property together to deal with the parking. No formal written agreement resulted from the meeting. The evidence of Mr. Rodzen was that the meeting resulted in permission for the customers of Thunderbird to use the parking lot. After a meeting between the parties and the City and after the redevelopment of the parking lot in 1982, the "no parking signs" put up by the new owner were taken down and it agreed to permit parking on the parking lot by the users of Thunderbird. This permission was in effect from some time in 1982 until some time before the application was launched in 2021.

[43] The application judge, based on all of the evidence before him, found that "[t]he only conclusion to be drawn from that meeting . . . is that

Safeway would, as a neighbour accommodate Thunderbird customer parking by not towing them unless they interfered with the Safeway parking" (at para 66).

[44] Even if one accepts that, as stated by Mr. Rodzen in his letter, the intervention was minimal in nature, the conclusion by the application judge that Safeway allowed Thunderbird customer parking, and did so as a matter of neighbourly accommodation, was open to him based on the evidence.

[45] Furthermore, in 1985, Niata renovated Thunderbird. Mr. Ginakes agreed that he spoke to Safeway about the renovations occurring and that Thunderbird customers would be permitted to park on the parking lot. It is also his evidence that a car rally organized by Thunderbird on the parking lot resulted in Safeway stopping the rally when the cars made it difficult for customers to access the Safeway. Thereafter, Thunderbird was not permitted by Safeway to have large car rallies on the parking lot. On cross-examination, Mr. Ginakes agreed that "Safeway as good neighbors, permitted [Thunderbird's] customers to park on the parking lot".

[46] The application judge found that the neighbourly accommodation by way of permission or agreement was in effect from 1982 until some time before the application was launched in 2021. The application judge was entitled to accept the evidence before him to conclude that the permission in 1982 was a neighbourly accommodation (see *Blankstein* at paras 35-36; and *Lanty v Ontario (Minister of Natural Resources)*, 2006 CarswellOnt 327 (Sup Ct J)).

[47] Further, the applicants do not meet the 40-year requirement under the *Act*. The redevelopment occurred in 1982 with a significant change in the

use, access to, and nature of the property. The application was filed in 2021. When verbal permission is given during a period of less than 40 years, it defeats the claim for a prescriptive easement.

Equitable Easement

[48] Equitable easements based on proprietary estoppel are founded on promises, express or implied, not legally enforceable agreements. Proprietary estoppel involves the equitable acquisition of land where its owner knowingly stands by while another person incurs detriment under the belief that he/she is entitled to an interest in the land (see *Cowper-Smith v Morgan*, 2017 SCC 61 at paras 15-16).

[49] The applicants argue that the application judge did not apply the proper test to determine if they were entitled to an equitable easement. They submit that the application judge held that there needed to be an agreement to support proprietary estoppel.

[50] The application judge decided the question of proprietary estoppel based on an interpretation of section 58(1)(c) of the *RPA*, indicating that it did not allow an exception for proprietary estoppel. I find it unnecessary to decide that issue. Instead, since this is an equitable remedy, the question of laches arise. The equitable doctrine of laches requires a claimant to pursue his claim without undue delay. There is no specific time limit and depends upon the facts of each case. The two main considerations are whether there has been acquiescence on the claimant's part and the nature of the acts done in the interval which might cause a balance of justice or injustice. Ultimately, laches must be resolved as a matter of justice between the parties (see *M(K) v M(H)*,

[1992] 3 SCR 6 at 76-80; and *Manitoba Metis Federation Inc v Canada (Attorney General)*, 2013 SCC 14 at paras 145-47).

[51] Niata has failed to take any action to register or even set out in writing its professed interest in the disputed easement area since the development of Thunderbird in 1961. Even after purchasing its land in 1966, Niata has failed to take any steps to formalize or document the rights it alleges to have had over the property. That acquiescence has continued through an alleged breach of the agreement by the church in 1980, a public hearing for rezoning in 1981, a redevelopment in 1982, and a renovation in 1985.

[52] Despite having legal counsel, Niata did not attempt to enforce the rights they believed they had before the sale of the property by the church in 1980, or when news of the sale became known to them. No steps were taken to register their interest. Furthermore, when an accommodation was allegedly reached with the new owner a few years later, no steps were taken to safeguard that interest by taking even the most basic steps to put the agreement in writing. In 2003 and in 2020, the applicants approached Snowcat with the possibility of purchasing a portion of the property. In neither of the proposals or related discussions did they allege a historic right to park on the parking lot. They have "sat on [their] hands" such that equity bars them from now claiming equitable relief.

Injunction

[53] The decision to grant or refuse an injunction based on equitable principles is entitled to a high degree of deference on appeal. Since I have found that the application judge did not err in finding that the applicants do

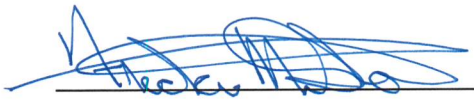
not satisfy the requirements for an easement, it follows that the request for injunctive relief should be dismissed as well.

Conclusion

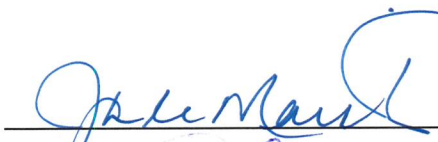
[54] There is a heavy onus placed upon a litigant seeking to establish a prescriptive easement. The claimant must satisfy all four requirements of an easement at law, in addition to the criteria of a prescriptive easement. The application judge held that the claim failed to satisfy the criteria of an easement. His decision was based on all of the evidence before him, and after lengthy written and oral submissions. It is entitled to deference and I see no error of law or palpable or overriding error that would allow appellate intervention.

[55] This Court is not unaware of the business consequences of its finding that the applicants are is not entitled to an easement. They have been clear that the failure to allow them the use of the parking lot would jeopardize their business. The application judge ended his reasons with the hope that the parties would be able to negotiate a way to allow the restaurant to survive. This Court echoes his hope.

[56] The appeal is dismissed with costs.



_____ JA

I agree:  _____ JA



I agree: _____ CJKB

File No. AI 22-30-09764

IN THE COURT OF APPEAL

BETWEEN:

NIATA ENTERPRISES LTD., and 6577661 MANITOBA LTD.,

(Applicants) Appellant,

- and -

SNOWCAT PROPERTY HOLDINGS LIMITED,

(Respondent) Respondent.

CERTIFICATE OF DECISION

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File No. 0055736-00009

FILED
COURT OF APPEAL
JUN 07 2023
LAW COURTS
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Box 3

IN THE COURT OF APPEAL

THE HONOURABLE MADAM JUSTICE STEEL	)	
	)	Wednesday, the 24th day of May, 2023
THE HONOURABLE MADAM JUSTICE LEMAISTRE	)	
THE HONOURABLE CHIEF JUSTICE JOYAL (*ad hoc*)	)	
JUDGES OF APPEAL	)	

BETWEEN:

NIATA ENTERPRISES LTD., and 6577661 MANITOBA LTD.,

(Applicants) Appellant,

- and -

SNOWCAT PROPERTY HOLDINGS LIMITED,

(Respondent) Respondent

CERTIFICATE OF DECISION

The appeal of the (Applicant) Appellant, Niata Enterprises Ltd., and 6577661 Manitoba Ltd., from the Judgment of the Honourable Mr. Justice Toews of the Court of King's Bench, Winnipeg Centre, pronounced the 10th day of March, 2022, was heard by this Court on the 4th day of January, 2023, in the presence of counsel for the (Applicants) Appellants and

counsel for the (Respondent) Respondents and, after considering the Record and Factums and hearing the submissions of counsel for the (Applicants) Appellants, and counsel for the (Respondent) Respondent, and as this court directed that the appeal stand over for judgment, and the Reasons for Decision being delivered on May 24, 2023.

THIS COURT DID ORDER:

1. THAT the appeal is hereby dismissed;

2. THAT the (Respondent) Respondent shall have its costs and disbursements of this appeal in this Court.

CERTIFIED this 7th day of June, 2023

D. RONDEAU

Deputy REGISTRAR OF THE COURT OF APPEAL

Consented as to form:

MARR FINLAYSON POLLOCK

Per:

Peter Halamandaris
Counsel for the (Applicant) Appellant

APPENDIX "B"

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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 "C"

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May 27, 2021

City of Winnipeg
Legal Services
3rd Floor – 185 King Street
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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

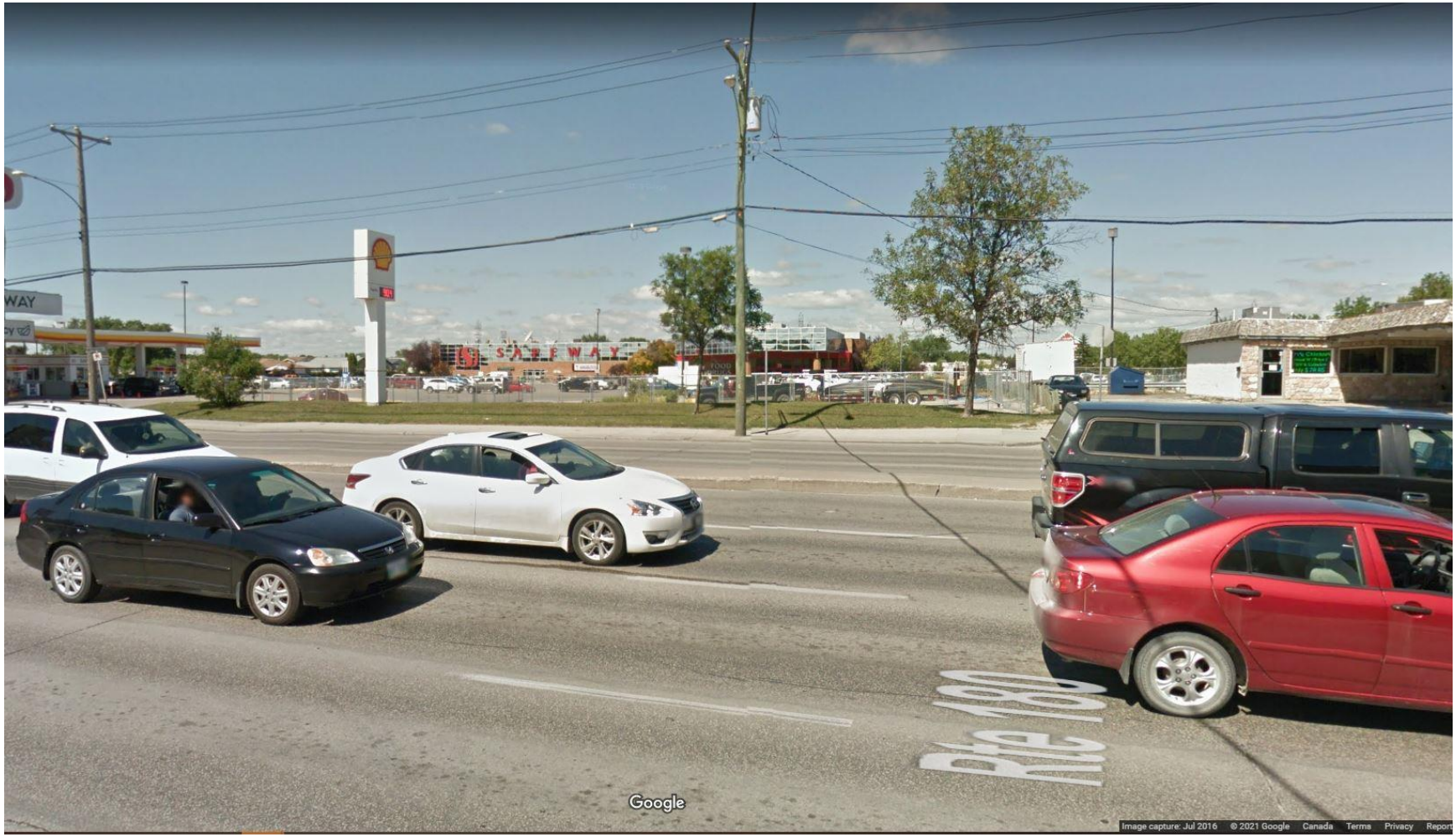
Per:
John B. Martens

JBM:at

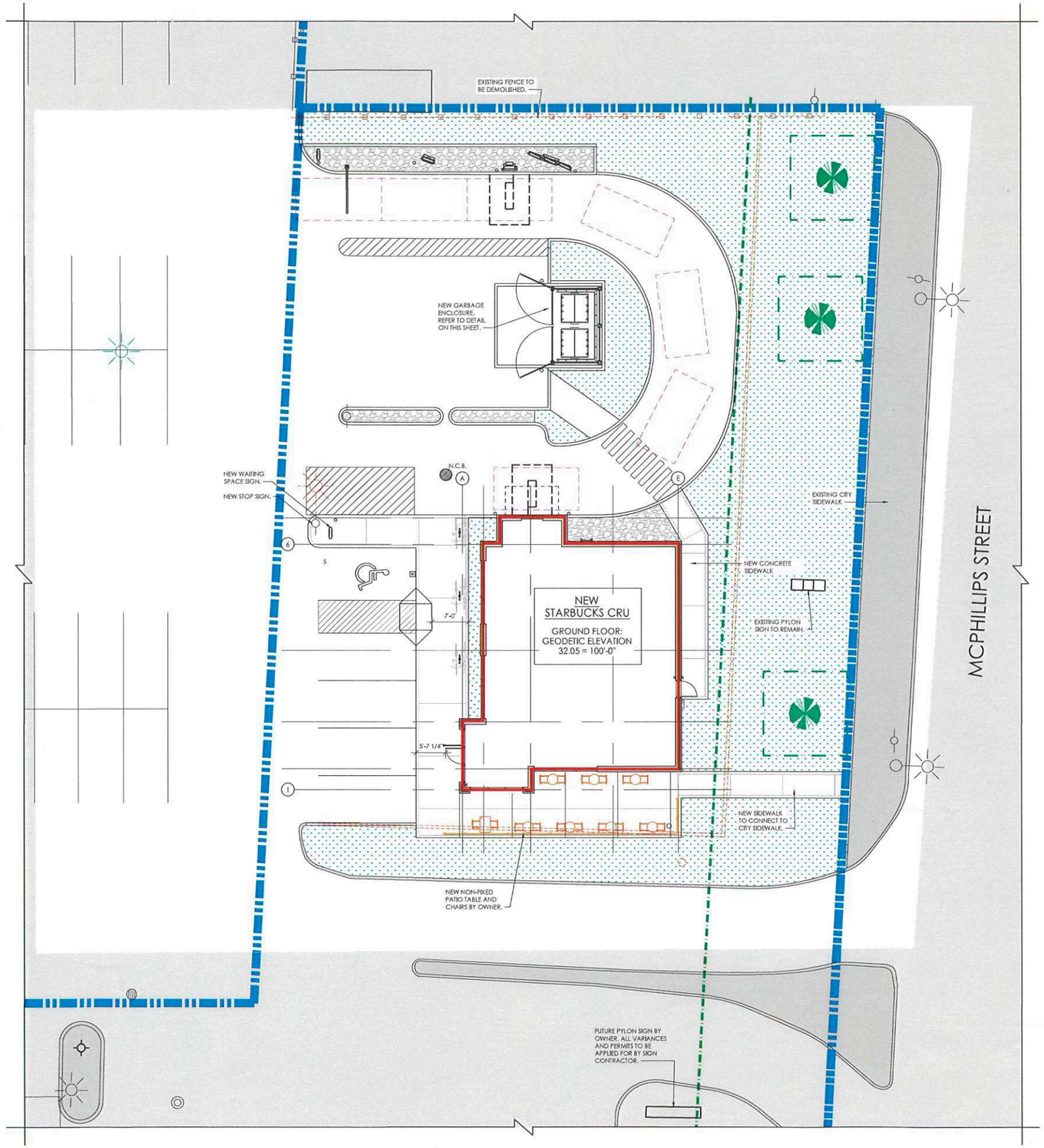
cc: Kevin Pritchard (representative of *Owner*)
Tat Cheam / Ashley Martens (*Applicant*)

Appendix "B"


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


SAFEWAY
Rte 1A0
Google
Image capture: Jul 2016 © 2021 Google Canada Terms Privacy Report


FRESH CO
FRESH CO
NOW OPEN
Google
Image capture: Jun 2019 © 2021 Google



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

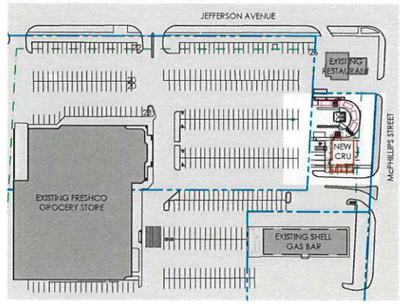
SUPERMARKET: 1/250 FT² = 222 STALLS
EATING AND DRINKING ESTABLISHMENT: 1/150 FT² = 13 STALLS
GAS BAR: 1 (UNDER 2000 FT²) + 1 PER 3 EMPLOYEES = 2 STALLS

GENERAL NOTES:

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

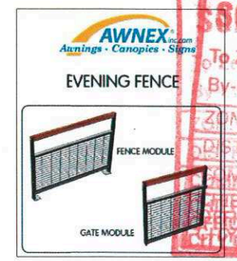
SITE PLAN LEGEND:

- 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.



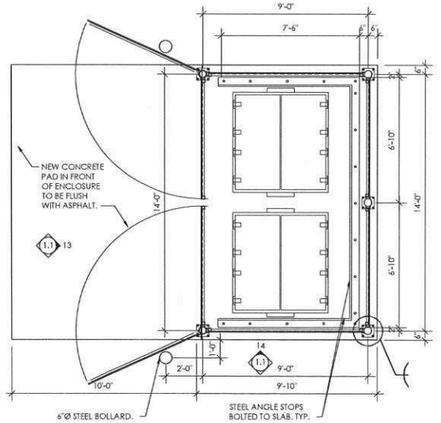
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A / 1.0 | 1.0 KEY PLAN
Scale: 1/128" = 1'-0"



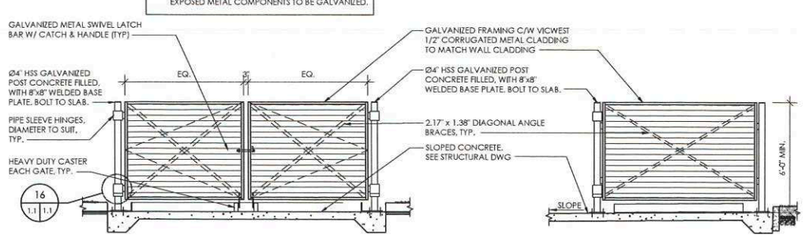
SCHEDULE "A" page 1 of of 11
To Zoning Agreement DAZ 322/79
By-Law No. 3012/81
ZONING OFFICER
DISTRICT PLANNER
COMMUNITY CLERK
CHIEF ADMINISTRATIVE OFFICER OF THE CITY OF WINNIPEG
APR 1 2 2021

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

PROJECT TITLE:

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

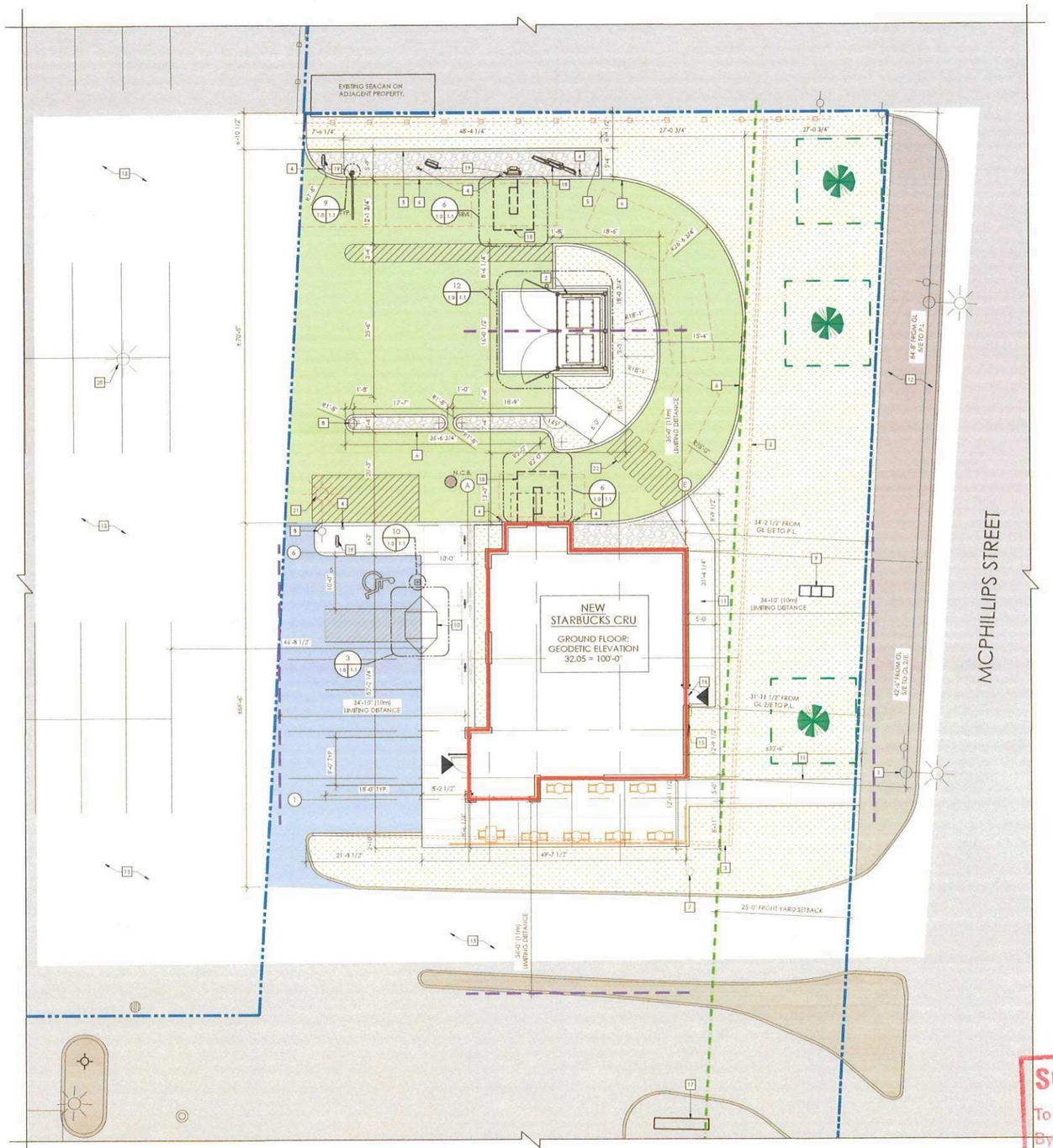
SHEET TITLE:

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

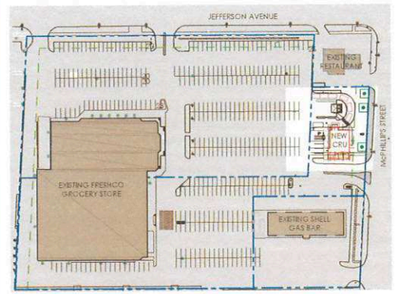
SITE ZONING
ZONING: C3 - COMMERCIAL CORRIDOR

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

DRAWN BY: AM

PRINTING DATE: APR. 9, 2021

STAMP

SCHEDULE "A" page 2 of 11
To Zoning Agreement DAZ 322/79
By-Law No. 3012/81
Winnipeg
APR 12 2021
ZONING
DISTRICT PLANNER
COMMUNITY CLERK
CHIEF ADMINISTRATIVE OFFICER OF THE CITY OF WINNIPEG

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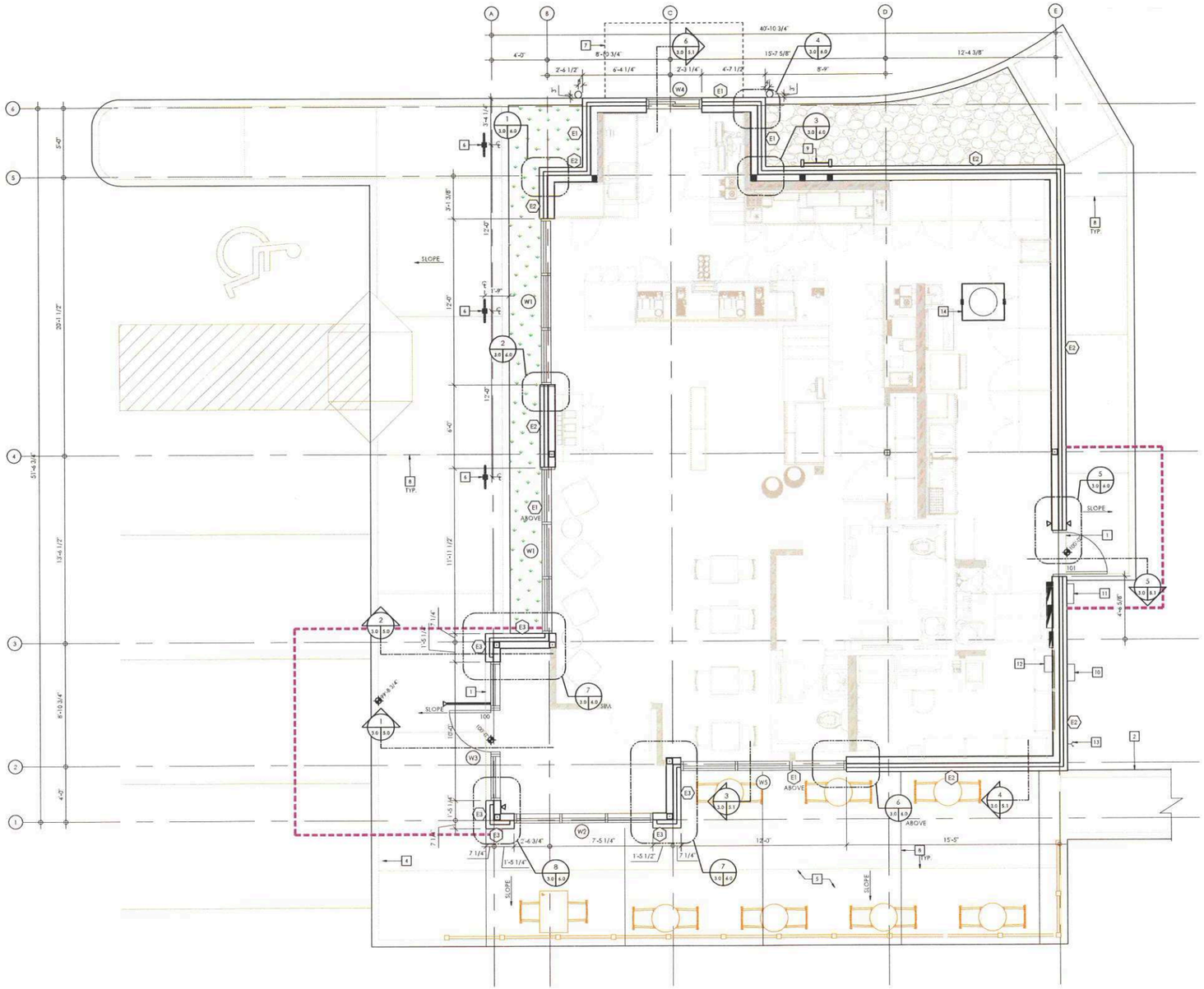
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PROJECT TITLE:
STARBUCKS CRU - BASE BUILDING
920 JEFFERSON AVE.
WINNIPEG, MANITOBA

SHEET TITLE:
SITE PLAN

COMMISSION NUMBER: 2013

SHEET NUMBER: A1.0



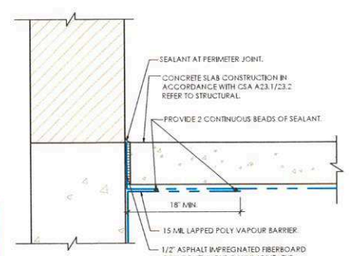
LEGEND

- 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"

SCHEDULE "A" page 3 of 11
To Zoning Agreement DAZ 322/79
By-Law No. 3012/91
ZONING
DISTRICT
COMMUNITY CLERK
CHIEF ADMINISTRATIVE OFFICER OF THE CITY OF WINNIPEG
Winnipeg
APR 12 2021

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

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NEJMARK ARCHITECT
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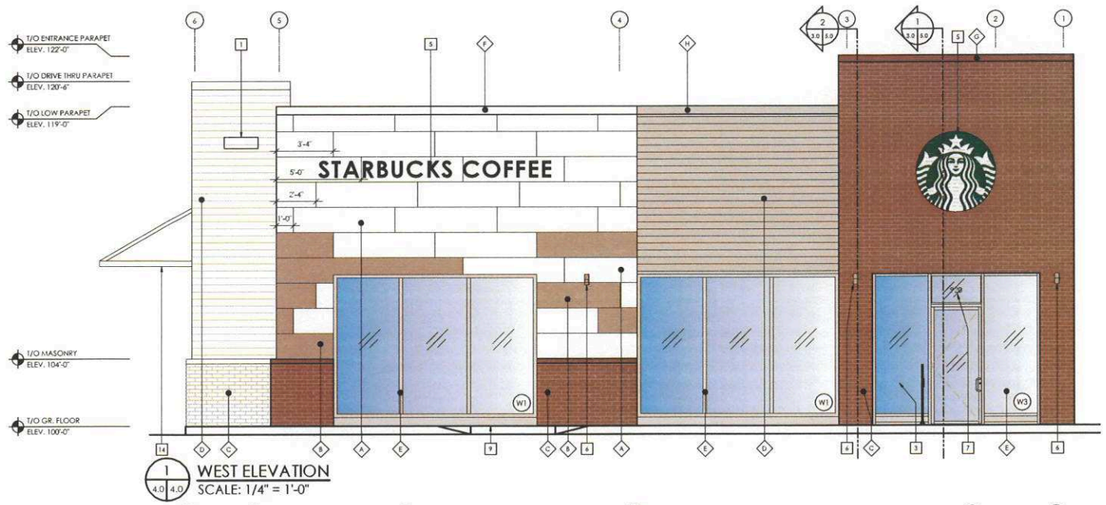
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The contractor is to verify dimensions and data noted herein with conditions on the site and is held responsible for reporting discrepancy to the architects for adjustment.

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

SHEET TITLE:
CONSTRUCTION PLAN

COMMISSION NUMBER: 2013
SHEET NUMBER: A3.0

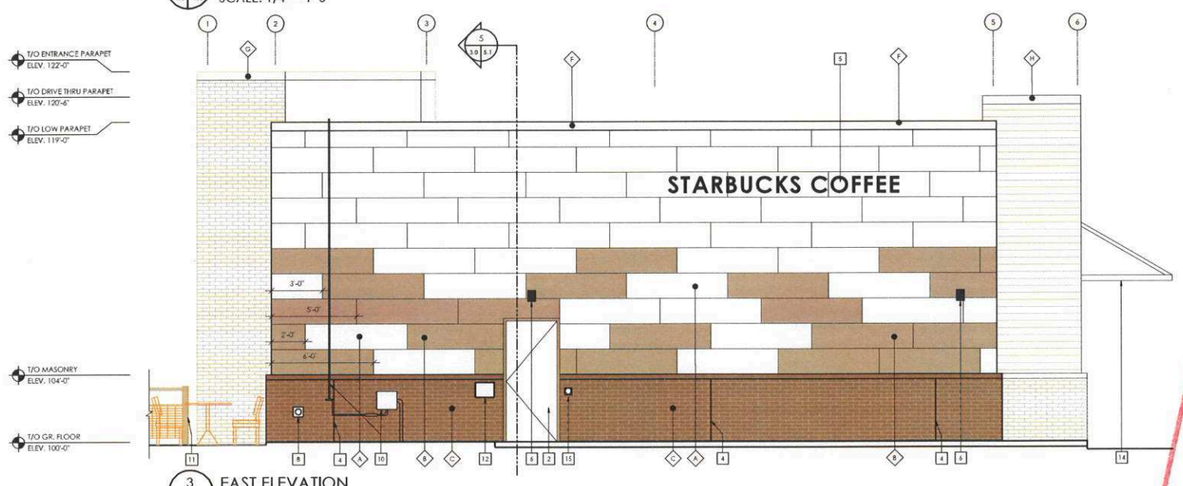
FILE: 2013 - STARBUCKS CRU_A3.0 CONSTRUCTION PLAN.DWG



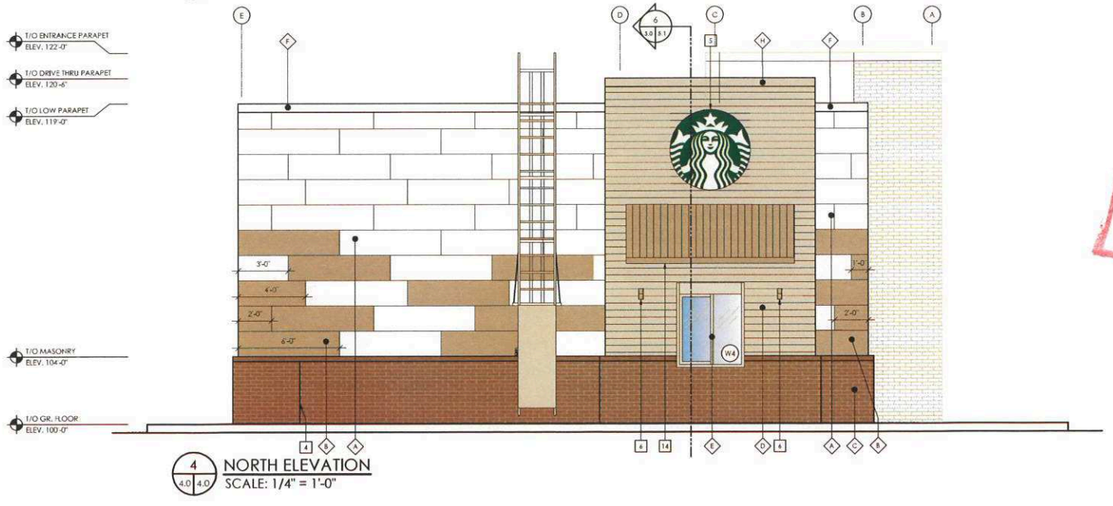
1 4.0 4.0 WEST ELEVATION
SCALE: 1/4" = 1'-0"



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"

Winnipeg
APR 12 2021
SCHEDULE "A"
To Zoning Agreement
By-Law
Page 4 of 11
DAZ 322/19
302 181
ZONING
DISTRICT
COMMUNITY
CHIEF ADMINISTRATIVE OFFICER OF THE CITY OF WINNIPEG

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.

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

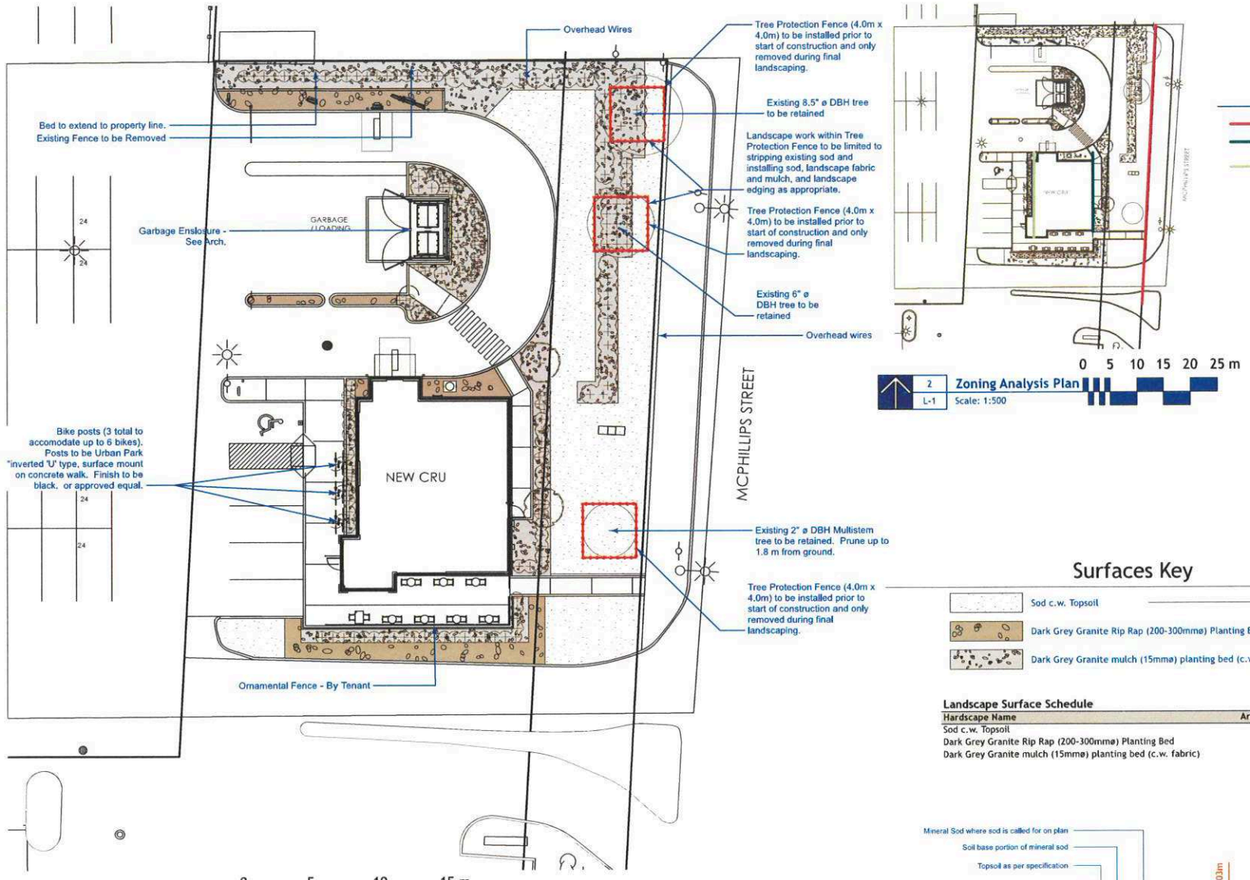
SHEET TITLE:

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.

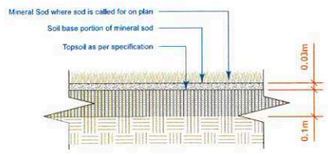
	Required	Proposed
Shrubs	5	11

Surfaces Key

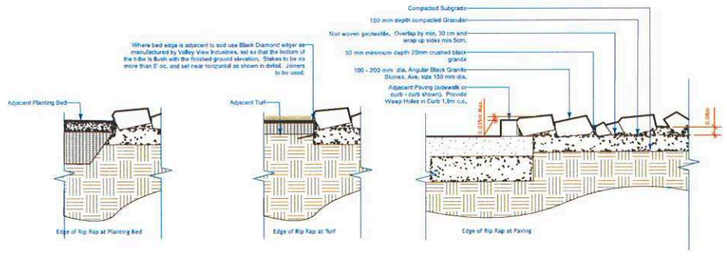
- Sod c.w. Topsoil — 3 L-1
- Dark Grey Granite Rip Rap (200-300mmø) Planting Bed — 4 L-1
- Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric) — 5 L-1

Landscape Surface Schedule

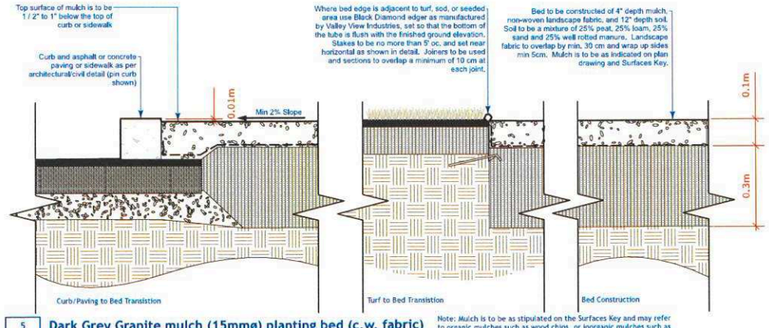
Hardscape Name	Area (sm)
Sod c.w. Topsoil	293.83
Dark Grey Granite Rip Rap (200-300mmø) Planting Bed	76.72
Dark Grey Granite mulch (15mmø) planting bed (c.w. fabric)	229.24



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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NEJMARK ARCHITECT
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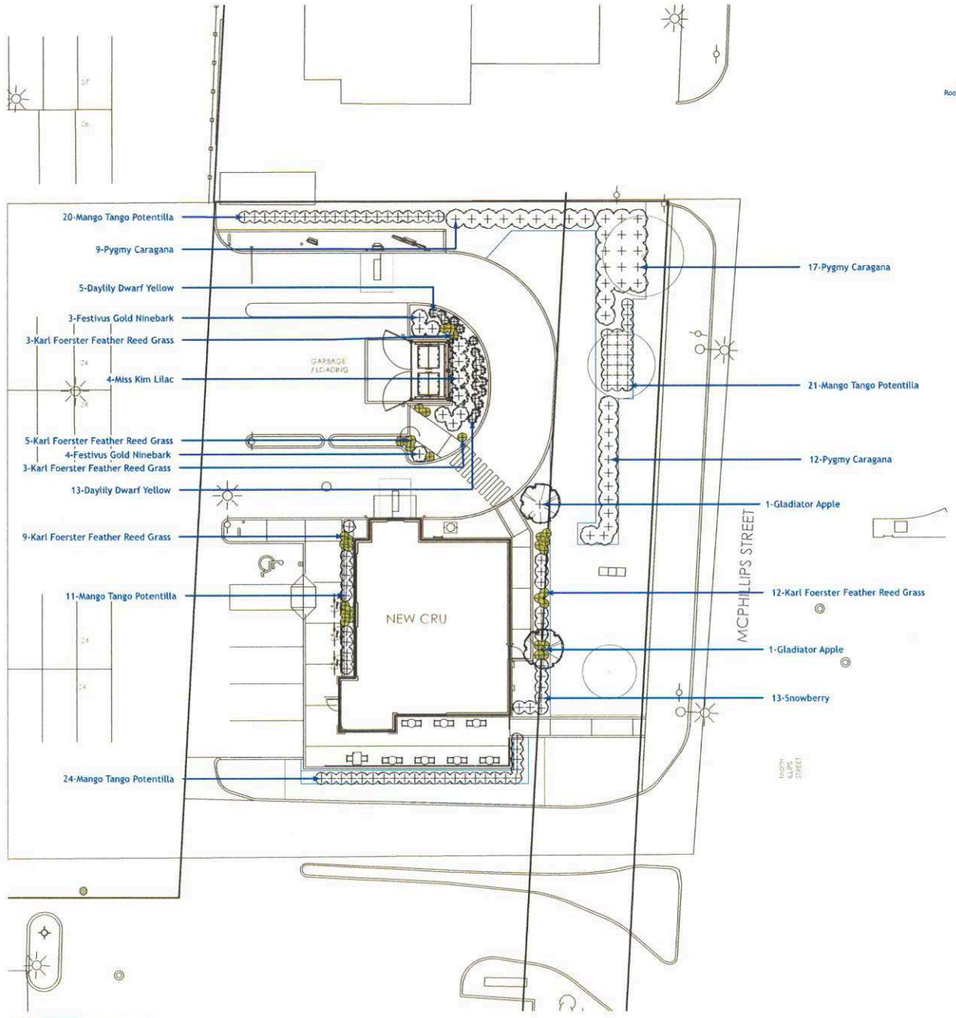
STARBUCKS CRU
920 JEFFERSON AVENUE
WINNIPEG, MANITOBA

SHEET TITLE:

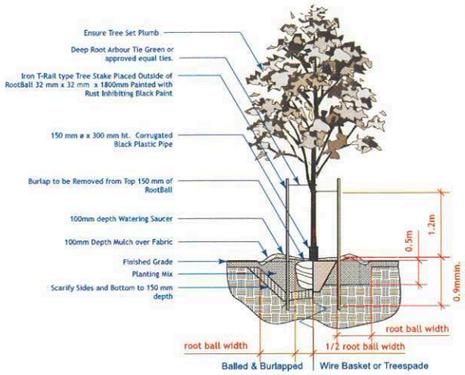
Landscape Scope Plan

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

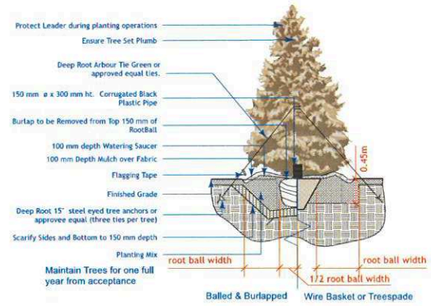
McPhillips Base Building and Starbucks_ Crombie [20-464].vwx



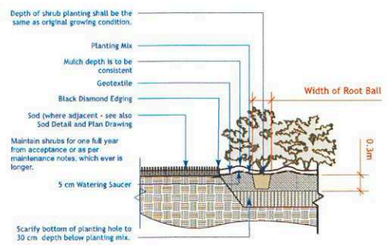
1 | L-2 **Planting Plan**
Scale: 1:200



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.
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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

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C	CONSTRUCTION	2021-04-08	DJS

DRAWN BY: DJS

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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
By-law DAZ 322/19
Z 301/19
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
COMMUNITY CLERK
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APR 12 2021
Winnipeg



SCHEDULE "A" page 9 of 11
To Zoning Agreement DAZ322/19
3012/01
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By-Law
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DISTRICT
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Winnipeg
APR 12 2021





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

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



APPENDIX "D"

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*
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Direct Line: (204) 957-4856
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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

APPENDIX "E"

MLT AIKINS

WESTERN CANADA'S LAW FIRM

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Agnes Tolka
Legal Assistant
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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

APPENDIX "F"

MLT AIKINS

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Agnes Tolka
Legal Assistant
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E-mail: atolka@mltaikins.com

April 28, 2022

VIA E-MAIL ONLY

City Hall – City Clerk's Department
510 Main Street
Winnipeg, MB R3B 1B9
Attention: Mr. Pieter Prinsloo

City of Winnipeg
Legal Service Department
510 Main Street
Winnipeg, MB R3B 1B9
Attention: Mr. Joe Andrade

Dear Messrs Prinsloo and Andrade:

Re: **Plan Approval 22-133171 - 920 Jefferson Ave, Winnipeg DAZ 322/79 Lord Selkirk – West Kildonan Community Committee (the "Committee") – May 2, 2022**

Our File No.: **0055736-00007**

We are legal counsel for Snowcat Property Holdings Limited ("Snowcat"). We write further to the Plan Approval for the above noted property scheduled to be considered by the Community Committee on Monday, May 2, 2022.

As detailed in the Administrative Report, in 2021 a prior Plan Approval (21-117379) was considered by this Committee, the Standing Policy Committee ("SPC"), and the Executive Policy Committee. At those meetings, representatives on behalf of an adjacent property owner objected to Plan Approval because it was claimed that a "verbal development agreement" and/or prescriptive easement prevented the development from proceeding. In September, 2021 the adjacent property owner filed an Application in Court seeking an easement and injunction. Some Councillors expressed concern about granting Plan Approval while the allegations were pending in Court. In March, 2022 the Honourable Justice Toews issued a decision dismissing the claims of the adjacent property owner (and tenant) and finding that the adjacent owner has no legal interest in the Snowcat property. A copy of the decision is attached at Appendix "1".

I also attach, for your convenience, copies of our prior letters addressed to the City on this matter. The letters detail our request on behalf of Snowcat that the City proceed with consideration of the Plan Approval pursuant to the *Development Procedures By-law* and our submission that the issues raised by the adjacent property owner are not necessary for consideration by the Committee on Plan Approval:

- May 3, 2021 (Attached as Appendix "2")
- May 27, 2021 (Attached as Appendix "3")
- September 10, 2021 (Attached as Appendix "4"); and
- October 19, 2021 (Attached as Appendix "5").

Finally, I attach a letter from the City of Winnipeg legal services dated June 1, 2021 to the adjacent property owner (Attached as Appendix "6"). Legal services similarly viewed the claims as within the jurisdiction of the Court to determine, and that the Committee and SPC, within their authority and jurisdiction, should decide the Plan Approval application on its merits.

We reiterate Snowcat's position that the claims by the adjacent owner are not necessary considerations for the Committee on Plan Approval. However, and in any event, the Manitoba Court of Queen's Bench has now decisively dismissed the claims in favour of Snowcat. It is therefore respectfully requested on behalf of Snowcat that the Committee grant Plan Approval without further delay.

Snowcat looks forward to the Committee considering the Plan Approval on May 2, 2022.

Yours truly,

MLT AIKINS LLP

Per:

John B. Martens

JBM:at

Encls.

APPENDIX "G"

MLT AIKINS

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Agnes Tolka
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E-mail: atolka@mltaikins.com

June 29, 2022

VIA E-MAIL ONLY

City Hall – City Clerk's Department
510 Main Street
Winnipeg, MB R3B 1B9
Attention: Mr. Pieter Prinsloo

City of Winnipeg
Legal Service Department
510 Main Street
Winnipeg, MB R3B 1B9
Attention: Mr. Joe Andrade

Dear Messrs Prinsloo and Andrade:

Re: **Plan Approval 22-133171 - 920 Jefferson Ave, Winnipeg DAZ 322/79 Standing Policy Committee on Property and Development, Heritage and Downtown Development, July 4, 2022 at 9:30 a.m. – Report #23**
Our File No.: **0055736-00007**

The Community Committee declined to make a decision on this matter. We are enclosing our letter dated April 28, 2022 to the Community Committee along with all attachments for consideration by the Standing Policy Committee. Snowcat respectfully requests that this Honourable Committee proceed to hear and approve the Plan Approval without further delay.

Yours truly,

MLT AIKINS LLP

Per:
John B. Martens

JBM:at

Encl.

APPENDIX "H"

Winnipeg | Legal Services
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

Exhibit 8 - Appeal - Plan Approval - 920 Jefferson Avenue

From: Peter Ginakes
Sent: Wednesday, September 20, 2023 10:54 AM
To: Poitras, Andrew
Subject: September 21, 2023 EPC Appeal - Plan Approval 21-117379 – 920 Jefferson Avenue, Winnipeg

Mr. Andrew Poitras (Manager of the Decision-Making Process),
Mayor Gillingham, Chairperson
Councillor Browaty
Councillor Duncan
Councillor Lukes
Councillor Mayes
Councillor Rollins

City Hall – City Clerk's Department via e-mail only
510 Main Street
Winnipeg, MB R3B 1B9

Dear Mesdames and Sirs:

Re: Appeal - Plan Approval 21-117379 – 920 Jefferson Avenue, Winnipeg
DAZ 322/79

Enclosed please find the following:

1. Copy of my Email to Mr. Jack;
2. Sketch showing the variance in design;
3. Copy of "as built" provided by the late Mr. Rodzen, together with email from Mrs Rodzen;
4. Copy of the C18 of 1957 Old Kildonan Planning Scheme regarding variance approval;
5. Copy of the 920 Jefferson Development Agreement - paragraphs 9 and 10;
6. Parking and Traffic Study

Contrary to Mr. Martens' letter, Niata's allegations concerning 920 Jefferson have not been addressed.

Mr. Hayer has failed to advise the council that there was a variance to the design of the Thunderbird in 1961 and the legislation required to approve such a variance - including the consent of the property owners. Mr. Jack and your archive department have advised that copies of the "as built" drawings I have provided are of no importance - although the Planning and Archive department is missing a year of planning records after February of 1961.

If I understand Mr. Hayer and Mr. Jack correctly, without the benefit of past planning records, the City allowed the dismantling of the original 920 development (including the Thunderbird parking) in 1980 without care and attention to the traffic impact 920 Jefferson's redevelopment into a grocery store anchored mall would cause.

I've attached for you the Parking and Traffic study. The attached Traffic and Parking Study shows that delivery vehicles will now be forced to back onto McPhillips into a bus lane due to inadequate planning - raising the risk of harm to the public - including those entering the 920 Jefferson Property.

The City must conduct a traffic study for the whole area before authorizing any more unplanned development. As such, Niata Enterprises Ltd. remains opposed to the further development of 920 Jefferson.

Peter Ginakes
Barrister and Solicitor

GINAKES LAW OFFICE

From: Peter Ginakes
Sent: Friday, August 18, 2023 3:43 PM
To: mjack

Subject: 1970 McPhillips and 920 Jefferson

Mike

I wanted to follow up with you and to provide a concise summary of the salient points at issue. My apologies with the length of the email, the councillors thought it would be prudent to summarize everything in one document for them, as well as bring counsel up to speed.

Facts

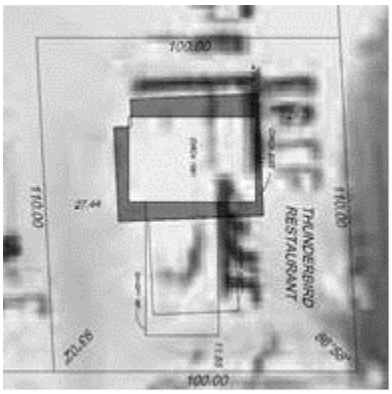
An analysis of past planning decisions always starts with the actual approvals granted. Where records are missing, then an examination of what was built is required. The July 1961 conditional approval on file with the City of Winnipeg is for a 1,000 square foot drive restaurant with 21 stalls of parking. Conditional uses are those uses having some special impact or uniqueness that requires a careful review of their location, design, configuration, and special impact to determine, against certain standards including safety standards to establish the desirability of permitting a particular establishment on a site. They are uses that may or may not be appropriate in a particular location depending on a weighing, in each case, of the public need and benefit against the local impact and effect and such other factors established by the City Planning Commission. Under this conditional use it was established that the maximum sized building to the minimum parking capacity that can built is 2 parking stalls for every 100 square feet of building. This building was never built.



The building that was built on 1970 McPhillips had 11 stalls of parking, 8 under the canopy and 3 on the south side. It would have been offside the ratios established under the conditional use the City has on file, unless there was a binding agreement for additional parking, as you cannot lease conditional zoning approval (transfer the statutory authority for a landlord to terminate a conditional use). Below is the analysis of the parking after the expansion in 1984, which resulted in the loss of 2 stalls of parking under the canopy, leaving the property with 9 parking stalls.



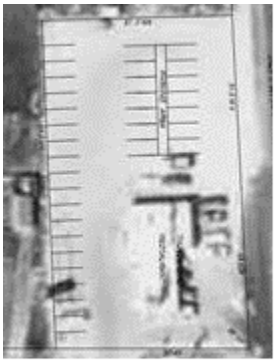
Mr. Hayer and Mr. Robinson (with all of the technical expertise of the City of Winnipeg) conflated the July 1961 approval and the building actually built to derive a false record of the approval, since the actual record for the building that was built at 1970 McPhillips is missing. They did not see or choose to see that the actual building at 1970 McPhillips was built on an enlarged site with a larger building in different orientation, located further back from McPhillips to now allow vehicle traffic on that larger lot to circulate on the property rather than onto McPhillips. These facts would have been obvious to Hayer/Robinson at the time of their review. But they continued to forcefully advance the wrong drawing. In doing, so they substantiated the Planning Department's negligent approval of the current 920 Jefferson application and characterized both Mr. Rodzen's and my father's recollection of how planning approvals were sought in 1961 as untruthful.



As a result, <u>they advanced an approval of a building that was never built and then applied it to the building that was built to fictitiously show approval of parking at less than half the established ratio previously approved</u>. They then disseminated that misinformation at a public Executive Policy Meeting at the City of Winnipeg. That same fictitious approval and parking ratio was used numerous times in court to discredit witnesses and dispel the notion that records of approval were missing. Were Hayer and Robinson grossly negligent (having all of the resources of the City of Winnipeg at hand) or did they knowingly and intentionally move forward the administration's demands for a higher density development? The answer is unknown as they refused to meet or discuss the matter - creating a very opaque analysis in a public hearing.

The July 1961 drawing is actually evidence that a conditional use was granted at 1970 McPhillips, the condition being that there be a parking ratio of two cars for every 100 square feet of building floor space ("the parking ratio"). The parking ratio is driven by public safety concerns to the traffic generated by the operation of a restaurant at 1970 McPhillips. And, that parking ratio can only be satisfied if 1970 McPhillips uses the parking lot at 920 Jefferson – there is no other way. Said parking lot at 920 Jefferson paid for by the Ginakes family, in accordance with the demands of the Rural Municipality as evidenced

by the August 1961 amended drawing (described in greater detail herein). Moreover, the historical photos showing 1970 McPhillips with the 920 Jefferson parking lot provides further evidence of the implementation of the parking ratio and matches the building size-to-parking ratio of other drive-in restaurants built at the same time.



Further, the fact that 1970 McPhillips had to maintain the 2 stalls of parking for every 100 feet of building is supported by the affidavit evidence (Ginakes and Rodzen) at trial where they each set out that more parking was required by the Municipality before they would grant approval for the expansion of the building. This evidence is consistent with the parking ratio requirement established above. Moreover, there is no question that the revisions and enlargement of the property resulted in a loss of at least 10 parking stalls on the west side of the lot, and the need to add a further 10 stalls to satisfy the parking ratio for a building that was 500 square feet larger than the one in the July 1961 drawing. All of this is clearly substantiated by the survey analysis in the Traffic Study sent to you previously which compares the never-built building and the existing building. The documentation and approval of the agreement that was reached between the registered owners of the two properties would have been within the purview of the Town Planning Committee, whose records after February 1961 (until the Metropolitan Planning Committee came to exist) are missing - even the Town Planning Committee's last minutes were unsigned. The likely reason there is no record of the approval agreement at the R.M. Council level is because no one ever appealed the parking ratio. According to the parking ratios established under the July 1961 sketch, it would have been impossible for the building to meet those parking ratios, without seeking a variance or amendment of that approval shown in the July 1961 sketch.

<u>Negligence</u>

The City 's Planning Department and Legal Department, in particular Mr. Hayer and Mr. Robinson, encouraged and forced litigation based on the false records due to their negligent analysis. In addition, Mr. Brown, your General Counsel told me, in no uncertain terms to, <u>"go to court"</u> despite the fact that he had specific knowledge that the 920 Jefferson property supported the 1970 McPhillips property having used it himself to park and enjoy the "cheap breakfast" at the Thunderbird. Rather than litigation, this matter should have and could have been dealt with prior to the Planning approval by Mr. Hayer. It's abundantly clear that the 920 Jefferson is part of the Thunderbird conditional use and the 920 Jefferson development agreement protects all previous conditional uses then existing. It is obvious from the historical photos that the parking lot on 920 Jefferson supporting the Thunderbird was the only conditional use (and the only structure) then in existence. That provision in the 920 Jefferson development agreement that protects previously granted conditional uses (to which the Thunderbird is a part of) is not boilerplate language. It reinforces the statutory limitations placed on the City of

Winnipeg in that prior conditional use approvals cannot be amended once given. The Planning Department always had the necessary information to see the link between the two properties in that there is evidence of the parking ratio established in 1961, continuing good rationale for it, historical pictures to prove the parking ratio was established and verbal evidence by my father and the late Mr. Rodzen. And, that it knew or should have known that planning records were missing. Where records of the actual building built were missing, the City has a duty to investigate, on a preponderance of evidence, if 920 Jefferson was part of the conditional approval of the Thunderbird Restaurant. Its duty to do so is part of its mandate to protect the public. This is not only a statutory duty to keep accurate records of its planning approvals but the City has an underlying mandate of public safety which is an integral part of its planning legislation especially in a conditional use approval. The conditional use approvals were meant to evidence the fact that the City has performed its duties and the development complies with the law. Instead the City's Planning department and Legal department recklessly forced litigation based on imaginary approvals for a building that was never built.

Though nothing further is required beyond the evidence listed above, there is in fact the August 1961 drawing that Mr. Rodzen provided as evidence of the approval of the final amended design that was actually built. When we asked that this drawing be reviewed by your committee, it was sent to a gatekeeper who loosely cited a "missing control number" to discard it. This requirement for a control number is clearly manufactured to deflect our position as there is no control number on the July 1961 drawing which the City has been relying on and advancing throughout this process. He makes these statements without also discussing the absence of the planning records between February 1961 until 1962, whose absence is not news to anyone. It has been brought to my attention by the councillors themselves that the record-keeping is generally atrocious. It is also my understanding that the general counsel's office used to keep track of missing records and other anomalies until that process was recently abandoned. Regardless, whether the City is missing records or not, they cannot now ignore all of the evidence supporting the parking ratio and conditional use tying the two properties together. The absence of records is due to the City's actions or omissions and nobody else.

<u>Jurisprudence</u>

On a preponderance of evidence, on the parking ratios established (even without the Rodzen drawing), there is already enough evidence to link the development of the Thunderbird restaurant to 920 Jefferson. The courts have already decided similar cases in the past against the City such as the Ladco case which I am attaching. In the Ladco case, Mr. Alan Borger Sr. provided evidence based on the statements his late father made to determine the meaning of an agreement where there was no other evidence. This matter is no different, Mr Rodzen and my father gave evidence which has been unchallenged as to not only how the developer met the lack of municipal sewer but how they addressed the lack of parking in accordance with the parking ratio set out. There is no contradictory evidence once you delete the City's negligent analysis. Regardless, there is far too much evidence to link the two properties even without the Rodzen drawing.

What the courts will find is that the Thunderbird was the first attempt of the 920 Jefferson property owners to commercially develop their lands. A change in ownership does not undo conditional use approvals, especially where they are protected by agreement such as they one entered into by the 920 Jefferson property owners. <u>The City lacks the statutory authority to amend the building permit granted then and the same is true today</u>. That would have been told to my late uncle Jimmy Ginakes and the late Telly Mercury when they met with the Mayor's office in the late 70s. Neither should absent record keeping or negligence 40 years later undermine the legislative authority of council, as the Planning

Department is doing today. Hence the reason you investigate these lapses, unless of course the Planning Department is beyond reproach.

The only rebuttal so far has been the City's reliance of a drawing of a building never built to draw an improper inference of approvals for the building built. The most recent litigation against the City are analogs of how the Planning Department can influence and/or manipulate the approval process. In this case, there is strong evidence that the City has ignored, deflected and set aside obvious evidence and relied on false records in order to force approval of a new development at all costs including that of public safety.

Should the City let this matter move forward to the Executive Policy Committee with full knowledge of the negligence of your Planning Department, the City will not only be acting wilfully blind but arguably also manufacturing evidence, where the central question is what impact will the redevelopment of 920 Jefferson will have on its neighbours.. To not investigate why records are missing from archives in light of the correct analysis of the approvals on hand, the physical evidence (the actual structure that was built does not match the approval on file) and fresh documentary evidence (the August 1961 drawing sent to your attention months ago), is to continue to act in the same way that resulted in punitive damages in recent litigation.

The Operating Business

The City, through its negligence, is imperilling the viability of the current business renting and occupying the Thunderbird. Should the business fail, there is no statutory protection afforded to us to install another tenant or another use as the property exceeds the minimum parking required. The City's conduct has deemed the property to be an illegal use. Despite your assurances that you would give us, as landlord, some type exemption to have the tenants continue to operate, I do not see how the City has the statutory authority to override a previous conditional use. Especially where the property does not satisfy the minimum parking that is required to safely operate the restaurant.

Given the forgoing, it behooves the City to repair its records and enforce the conditional use as agreed to by the landowners and approved by the Town Planning Committee (as it then was). As the next Executive Policy Committee is coming up in early September, please provide me with your response by no later than **noon Friday August 25, 2023** as you have otherwise left us with no choice but to take action to have the negligence of the planning department noted and the record repaired. Please also get back to me if you see a conflict with Marr Finlayson Pollack continuing to act, as they have advised there is a conflict. Mr Hill has agreed to act if so, given his familiarity in how the planning department works. Can you please also confirm if Mr. Hayer and Mr. Robinson continue to be employed by the Planning Department?

Regards,

Peter Ginakes
Barrister and Solicitor

GINAKES LAW OFFICE

30

Suit No. CI 89-01-38094
(Winnipeg Centre)

COURT OF QUEEN'S BENCH OF MANITOBA

BETWEEN:

LADCO COMPANY LIMITED,	)	For the Plaintiff:
	)	D.C.H. McCaffrey, Q.C. and
Plaintiff,	)	G. Patrick S. Riley
	)	
- and -	)	For the Defendant:
	)	M.S. Samphir and
THE CITY OF WINNIPEG,	)	Douglas Buhr
	)	
Defendant.	)	Judgment delivered:
	)	June 29, 1992

DARICHUK, J.

The parties to this action are successors to the rights and obligations embodied in an agreement dated November 20, 1956, between Messrs. J.H. Borger and W.D. Lount (the "contractors") and the former City of St. James. Under this agreement, the contractors received options to purchase certain lands acquired by the City of St. James through tax sale and other legal proceedings. These lands, comprising approximately 70 acres, are bounded by Portage Avenue on the north side and the Assiniboine River on the south. The pivotal issue in this case is whether, as of February 3, 1989, the option to purchase the remaining commercial lot at the southeast corner of Portage Avenue and Olive Street had expired, or had been revoked, cancelled or terminated.

This agreement neither contains any provision expressly providing for revocation, cancellation or termination of the said option, nor any provision limiting the time within which it was to be exercised.

Basically, the contractors were given an exclusive option to purchase the subject lands in consideration of the payment of the sum of $500.00 and their agreement to (a) "construct and erect dwellings on each residential lot, and buildings for commercial use on the land fronting on Portage Avenue", and (b) "to construct storm and sanitary sewers and watermains with the necessary appurtenances, sewer and water services to the dwellings, and commercial buildings, concrete pavements and ornamental lighting, and sidewalk on the Portage Avenue frontage". The cost of these services, at current prices, was estimated to be $5.5 million by A.A. Borger, President and Chief Executive Officer of the plaintiff.

Upon commencement of construction of a building on any lot, the contractors were entitled to obtain transfer of the land upon payment of the sum equal to $6.00 per frontage foot for residential lots and $30.00 per frontage foot for the commercial lots on Portage Avenue.

Paragraph 13 of the agreement evidences the intent of the parties respecting development of the subject lands. It reads:

> "13) The Contractors agree on the exercise of this option to proceed forthwith to develop the property by opening streets according to the new

> plan, laying sewers and watermains and the necessary appurtenances, and to meet the specifications of the St. James Town Planning Scheme and the Building By-law, which said work shall be performed and completed within 12 months from the date of this agreement, it being the intention of both parties to this contract that residences shall be built by the Contractors on the lots which shall be shown on the said new plan excepting the lots fronting on Portage Avenue on which commercial buildings shall be constructed, at the earliest possible practical date after the new plan of subdivision has been duly registered and the work commenced by the Contractors, having due regard to the factors of availability of labor and materials, and that the Contractors shall not request or receive a transfer of any particular lot until the residences shall be built on the residential lots, or a commercial building on the Portage Avenue frontage, and that the Contractors shall have the sole right to sell such residences or commercial buildings."

Neither the developmental history of the residential and commercial sites nor a careful reading of the words of this paragraph support the conclusion that the commercial buildings were required to be constructed "at the earliest possible practical date". If it were otherwise, there would be no necessity to differentiate between residential and commercial development. The agreement could simply have provided that all construction required of the contractors was to have been completed within a specified time frame. With neither an expiry date in the option agreement nor any revocation clause contained therein, it appears to have been the intention of the parties that it would be in the discretion of the contractors as to when to develop the commercial lots.

It would not be unreasonable to assume that contractors would ordinarily first proceed with residential development. The consequent added population following such residential development would contribute to a determination of the viability of any subsequent commercial venture. The residential lots were developed between 1957 and 1964.

The commercial lots on Portage Avenue were developed in a series of stages. Initially, in 1964, commercial development included a car dealership, bowling alley and apartment blocks. A hotel later replaced the bowling alley. A development agreement, pertaining to the construction of three high-rise apartment blocks between Lake Street and Woodbridge Road, as well as a convenience store nearby, concerned the second stage of commercial development. Two such blocks were built between 1971 and 1973. The third stage of development commenced in June, 1985. The plaintiff attempted to acquire the land commonly known as 2590 Portage Avenue which included a portion of the property that was subject to the 1971 development agreement. As a result of a dispute between the parties, legal proceedings were commenced the following year. These proceedings were terminated following settlement negotiations by an agreement between the parties executed December 11, 1987. The first and second preamble of this agreement referred to the 1956 agreement and the development agreement of 1971. The fourth preamble acknowledged that the parties to the action wished to amend those agreements. In exchange for a transfer of land, Ladco agreed that the land would not be used for specific purposes. On January 18, 1988, the land was transferred to Ladco. At no time in the course of obtaining title to this land did the City assert that the option rights under the 1956 option agreement had terminated.

As noted, these proceedings concern the remaining lot covered by the 1956 agreement. The plaintiff attempted to exercise its option to purchase this lot by a letter dated February 3, 1989. By way of letter dated February 27, 1989, Mr. T.L.O. Thomas of the Law Department of the City of Winnipeg observed in part "... if a valid option was created in 1956 over this lot it came to an end long ago". Prior to this date, neither the City nor its predecessor under the 1956 agreement ever gave any form of notice to the plaintiff or its predecessor that either the option given by the 1956 agreement was being terminated, or was to be exercised within a particular time frame.

At no time did the pace of commercial development attract any comment from the City or its predecessor.

The 1956 agreement did not stipulate that time was to be of the essence. The obligation under the agreement to build "at the earliest possible practical date" after the new plan of subdivision had been registered "having due regard to the factors of availability of labor and materials" applied only to the construction of residences under the option agreement. The only occasion the subject of termination was considered by the parties was in the 1971 development agreement. Paragraph 14 thereof provided for termination of the agreement on 90 days' notice.

It is not necessary to decide if the 1956 agreement gave the contractors a perpetual right to buy the subject lot. The sole issue is the entitlement of the plaintiff as of February 3, 1989, to exercise its option

right concerning the remaining commercial lot. As of this date, its option right had not been extinguished by the effluxion of time, or otherwise. As noted, the 1956 agreement did not contain any express cancellation or termination provisions. Neither the contractors nor the plaintiff failed to fulfill any conditions precedent pertaining to development of the commercial lots.

If an option agreement does not provide a time limit within which it is to be exercised, a reasonable time is implied. See Byrne v. Ryan and Roslyn Realties Limited (1962), 47 M.P.R. 86 (Nfld.) and Lanson Homes Ltd. v. Block Bros. Contractors Ltd., [1972] 5 W.W.R. 210, at 213 (B.C.S.C.). The effluxion of time since the date of the agreement, while an important factor, is not necessarily determinative of the issue.

Significantly, at no time in the course of obtaining title to the land commonly known as 2590 Portage Avenue did the defendant assert that the plaintiff's option right had expired. The land was transferred to the plaintiff on January 18, 1988. The attempted exercise of the option right to the subject land occurred on February 3, 1989 -- a period of time slightly in excess of one year thereafter. According to the evidence of Douglas Allan Holmes, the manager of Land Development for the City of Winnipeg who attended as the representative of the defendant for discovery purposes on January 11, 1990, a development agreement "... can run for a number of years". He confirmed that such an agreement with the plaintiff relating to the Southdale area of the City "... was reached in the early 1960's and it's still being implemented". Such evidence, considered in the light of the many variables that can affect the development of a commercial lot, does

not endorse the conclusion that the plaintiff failed to exercise the option agreement concerning the remaining lot within a reasonable time.

Even assuming that the option could be considered to have expired as a result of such failure and/or non-compliance with a condition precedent, given the negotiations which subsequently ensued between the parties, and resultant subsequent development agreements concerning some of the remaining commercial lots, the option would be extended by operation of law. As noted by Grange, J. at p. 596 in Tudale Explorations Ltd. v. Bruce (1978), 20 O.R. (2d) 593 (Div. Ct.):

> "It is my view that the doctrine to be applied whether it be called waiver or promissory estoppel or variation of the contract or simply binding promises, stems from the words of Lord Cairns in *Hughes v. Metropolitan R. Co.* (1877), 2 App. Cas. 439 at p. 448:
>
> > '... it is the first principle upon which all Courts of Equity proceed, that if parties who have entered into definite and distinct terms involving certain legal results - certain penalties or legal forfeiture - afterwards by their own act or with their own consent enter upon a course of negotiation which has the effect of leading one of the parties to suppose that the strict rights arising under the contract will not be enforced, or will be kept in suspense, or held in abeyance, the person who otherwise might have enforced those rights will not be allowed to enforce them where it would be inequitable having regard to the dealings which have thus taken place between the parties.'

> That principle was accepted by the Supreme Court of Canada in *Conwest Exploration Co. Ltd. et al. v. Letain*, [1964] S.C.R. 20 at p. 28, 41 D.L.R. (2d) 198 at p. 206, and in numerous other Canadian cases."

In any event, the 1956 agreement involved mutual rights and obligations. Under such circumstances, neither party had the right to terminate the contract except upon reasonable notice. At no time between the date of the 1956 agreement and February 3, 1989, did the City or its predecessors give notice of any kind to the plaintiff or its predecessors that the option was no longer available to be exercised or was to be exercised within a specified period of time. Commenting on mutual rights and obligations pertaining to contracts for an indefinite time, Bird, J. in Gill Brothers v. Mission Sawmills Limited, [1944] 3 W.W.R. 310, at 316 (B.C.S.C.) states:

> "Such an agreement, in my judgment, is subject to termination by either party only upon reasonable notice and, if it be shown that the contract has been summarily renounced or determined by one party, the other may maintain an action against that party for breach of the contract: *Cort and Gee v. Ambergate Etc. Ry.* (1851) 17 Q.B. 127, 20 L.J.Q.B. 460, 117 E.R. 1229."

Since the option right had not been terminated, revoked or cancelled by February 3, 1989, by reasonable notice from the defendant, or otherwise, the plaintiff is entitled to judgment.

The parties agreed that the value of the property to the plaintiff as of February 3, 1989, was $285,000.00 less the option price payable of $3,600.00 for a net claim of $281,400.00.

In the result, the plaintiff will have judgment in this amount with costs.

J.

From: Daris Properties Ltd < >
Sent: Monday, January 9, 2023 5:43 PM
To: Peter Ginakes < >
Subject: Re: Old Plans

Yes, these are my husband's (Edward) plans describing your restaurant and the land for the parking lot you needed.

Louise Rodzen

Thank you,

Daris Properties Ltd.
Property Management

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

On Tue, Jan 3, 2023 at 12:43 PM Peter Ginakes <PGinakes@dbglawyers.com> wrote:

Hi Louise

I am just following up on something. Attached are plans which I understand your husband had dropped off. I know you guys had worked together. Can you identify these plans as being your husband's

Peter Ginakes
Barrister and Solicitor

GINAKES LAW OFFICE

JEFFERSON AVENUE

37.73

31.5M ±

PARKING AREA
(easement area)

64.0M±

SAFEWAY PARKING LOT

0.29 WIDE PARKING FENCE

0.49
0.33
0.73
0.5

30.48

WHEEL STOPS ENC=0.42 MAX

0.12
7.25
TRAILER ON SKIDS
ENC=0.23
2.43

20'-2 1/2"
A/C PROJ.=0.49
0.69
AWNING=0.43
EAVE=0.31
12.81
18'-4" 26'
27'-11 1/2"
29'

GAS ENTRY
0.5 X 0.76
2.76
1.75
28'-11"
23'-11 1/2"

#1970
1-STOREY
MASONRY
(THUNDERBIRD-
RESTAURANT)

±14 PARKING SPOTS TOTAL

AWNING=0.52
EAVE=0.32
12.24
9.45
EAVE=0.3

PARKING AREA
(easement area)

0.29 WIDE PARKING FENCE

33.528

27'-5 1/2"
23'-10 1/2"

14.55

30'-6"
28'-3"

0.2 X 2.44
WHEELS STOPS AND
0.18 WIDE "I" BEAMS
9.47
6 PARKING STALLS
EDGE OF CANOPY
9.47

49'-4 1/2"

8.57

0.44

93°02'

18'-8 1/2"
11'-10"
0.74 SQ
CONC LIGHT
BASE
ENC=0.19
11'-10"

86°58'

86°58'

BOLLARDS
0.09Ø
ENC=0.26
1.5
CONC.
PAD
1.48
ENC=0.1

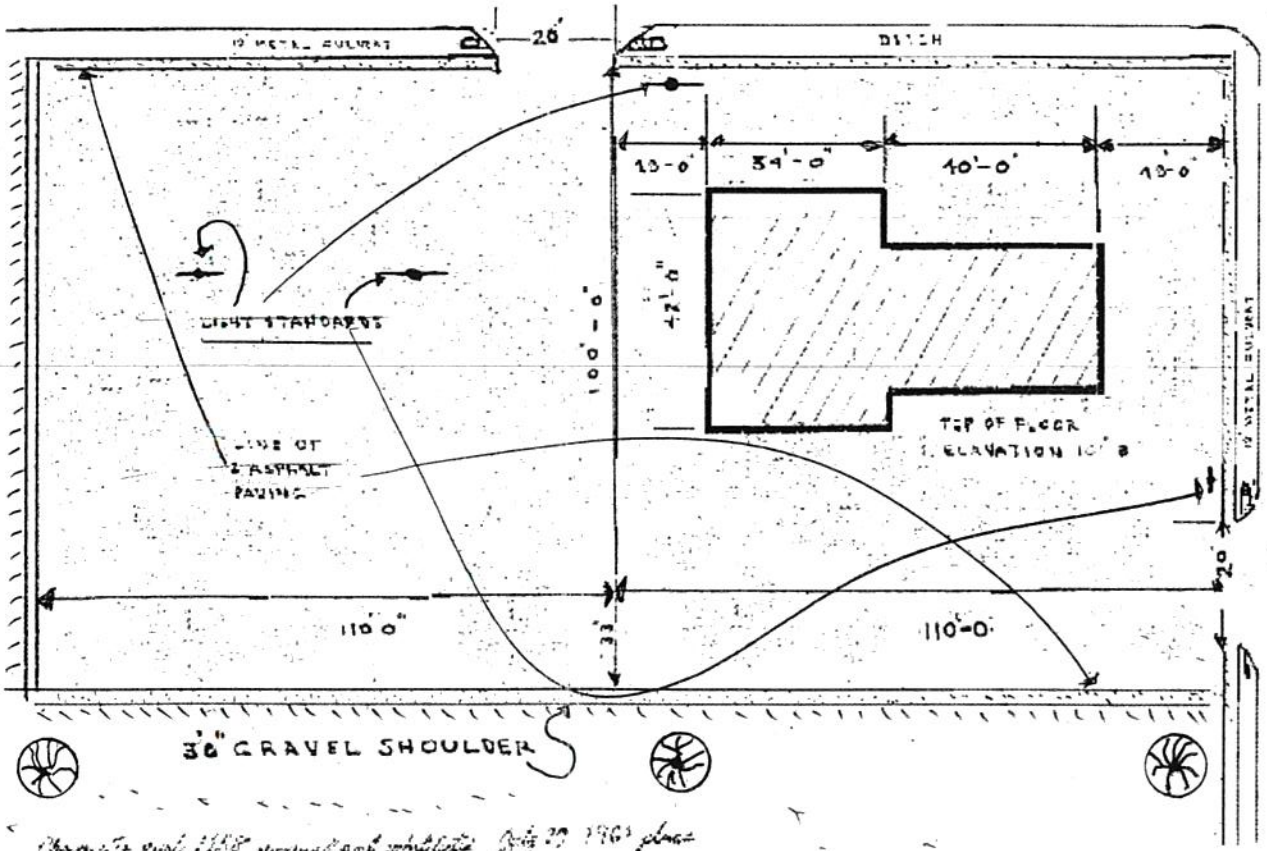
WHEEL STOPS
ENC.=0.23 MAX.
30.48

METRIC

N

McPHILLIPS STREET

N



NOTES

1. SEPTIC FIELD LOCATION SUBJECT TO FINAL APPROVAL
2. SIGN DESIGN TO BE PROVIDED BY SIGN TENANT

Changed pool 1100 sq ft and relocated Aug 29 1961 plans by owner Ed Peterson

Aug 30 1961

G. Peterson Fred Bechel John D. Brandt

G. Peterly

PROVINCE OF MANITOBA
J. G. BRODA
REGISTERED ENGINEER

REVISED LOT PLAN
ROBIN
CONSTRUCTION LTD.

1.

advertising structures and statuary, and their supporting members, shall be completely removed from the premises not later than five (5) years from the effective date of this Scheme.

D. NON-CONFORMITY DUE TO RECLASSIFICATION.

1. The foregoing provisions of this chapter shall also apply to buildings, structures, land, or uses which hereafter become non-conforming due to any reclassification of districts under this Scheme or any subsequent change in the regulations of this Scheme provided, however, that where a period of years is specified in this chapter for the removal of non-conforming buildings, structures, or uses, said period shall be computed from the date of such reclassification or change.

Chapter 17
CONDITIONAL USES PERMITTED BY MUNICIPAL COUNCIL

A. ADDITIONAL USES PERMITTED. The Municipal Council, after a public hearing, and upon receipt of a report from the Commission may permit the following uses in any district from which they are prohibited by this Scheme, or in specific districts as herein provided, where such uses are deemed essential or desirable to the public convenience or welfare, and are in harmony with the various elements or objectives of the Comprehensive Plan.

1. Airports or airoraft landing fields.
2. Billiard or pool hall.
3. Boxing arena.
4. Cemeteries.
5. Circus or amusement enterprise of a similar type, transient in character.
6. Columbariums, crematories or mausoleums.
7. Development of natural resources (excluding the drilling for or producing of oil, gas or other hydrocarbon substances) together with the necessary buildings, apparatus or appurtenances incident thereto.
8. Educational institutions.
9. Government enterprises (federal, provincial and local).
10. Hospitals or sanitaria.
11. Libraries or museums, public.
12. Nurseries or greenhouses.
13. Nursing homes.
14. Parks, playgrounds, or recreational or community centres, privately operated.
15. Philanthropic or correctional institutions.
16. Private clubs, fraternity or sorority houses.
17. Public utilities and public service uses or structures.
18. Radio or television transmitters.
19. Large scale neighborhood housing projects, provided the buildings comply with the height and area regulations of the district in which they are located. In no case shall the yards on the boundary of the site be less

than those required in the district in which the property is located nor shall the distance between buildings within the site be less than the sum of two required front, side or rear yards or a combination of two of the above yards, depending upon the arrangement and relationship of the buildings.

20. Two-family and multiple dwellings provided that for each building there is a front yard of twenty-five (25) feet, a side yard on each side of the building of five (5) feet for two-family dwellings and ten (10) feet for multiple dwellings, a rear yard of twenty-five (25) feet, and a lot area of three thousand (3,000) square feet per dwelling unit for a two-family dwelling and one thousand (1,000) feet per dwelling unit for multiple dwellings.

21. New self-contained communities with town lot subdivision in the "A1" and "RA" District, provided adequate open spaces and municipal facilities, utilities, and services are made available in a manner satisfactory to the Commission. Upon the approval of the location and design of any such self-contained community, the Commission shall initiate any rezoning of the affected area which, in its judgment, is necessary or desirable.

**22. Advertising signs or structures and billboards.

23. Automobile service station provided any tube and tire repairing, battery charging, and storage of merchandise and supplies are conducted wholly within a building; and provided, further, that any lubrication or washing, not conducted wholly within a building, shall be permitted only if a masonry wall or suitable fence six (6) feet in height approved by the Building Inspector is erected and maintained between such uses and any adjoining "RA" or "R1" Districts.

24. Automobile and trailer sales area, provided
   (a) that such area is located and developed as required in Chapter 14, A 10, and
   (b) that any incidental repair of automobiles or trailers shall be conducted and confined wholly within a building.

25. Drive-in businesses where persons are served in automobiles, such as refreshment stands, restaurants, food stores, banks and the like.

26. Drive-in theatres.

27. Funeral parlors.

28. Hospitals for small animals.

29. Tourist court.

30. Trailer or public camps. **

B. PROCEDURE. Written applications for the approval of the uses referred to in this Chapter shall be filed in the Municipal Office upon forms prescribed for that purpose by the Commission.

The Commission shall review each application and shall transmit its findings and recommendations in writing to the Council within thirty (30) days from the date of filing of an application.

The Council shall make its findings and determination in writing within sixty (60) days from the date of filing of an application and shall forthwith transmit a copy thereof to the applicant and to the Commission.

In approving the uses referred to in this Chapter, the Council shall have authority to impose such conditions as it deems necessary to protect the best interests of the surrounding property or neighborhood and the Comprehensive Plan.

** Amendment 1957A - Conditional Uses numbers 22 to 30 inclusive, added.

Chapter 18
ADJUSTMENTS

A. COMMISSION ACTION. Where practical difficulties, unnecessary hardships, or results inconsistent with the purpose of this Scheme may result from the strict and literal interpretation and enforcement of the regulations thereof, provision is made for minor adjustment as hereinafter stipulated. Upon receipt of a properly completed application, as provided in Section B, and under such conditions and safeguards as it determines, the Commission shall have authority to grant such variances as may be in harmony with the general purpose and intent of the provisions of this Scheme, so that the spirit of the Scheme shall be observed, public safety and welfare secured, and substantial justice done as follows:

(a) Permit the extension of an existing or proposed conforming use into an adjoining more restricted district.

(b) Permit a building or use, on a lot immediately adjoining or across a lane from a less restricted district, upon such conditions and safeguards as will tend to cause an effective transition from the less restricted to the more restricted district.

(c) Permit an appropriate development or use on a lot which adjoins a building or use existing by virtue of any special permission granted prior to the effective date of this Scheme, but in no case shall such development or use extend more than sixty (60) feet from the adjoining lot line of said existing building or use.

(d) Permit tourist courts, public camps or trailer camps in the "A1" or "RA" Districts or on any property having frontage on a federal or provincial highway, provided, the lot area per sleeping or living unit is not less than one thousand (1000) square feet, the area of the lot is not less than sixty thousand (60,000) square feet, that there is a front yard of fifty (50) feet, side yards of twenty (20) feet and a rear yard of twenty-five (25) feet, and that the accommodations provided are adequate to meet the requirements of the regulations of the Province of Manitoba governing tourist camps for approval of four star accommodation.

(e) Permit in the "A1", "RA" or "R1" Districts, public parking areas or storage garages adjacent to any existing or proposed use in the commercial, or industrial districts.

(f) Permit the addition or enlargement of a non-conforming building or structure, provided such addition or enlargement complies with all height and area regulations of the district in which it is located and that the total aggregate floor area included in all such separate additions or enlargements does not exceed fifty (50) per cent of the floor area contained in said building or structure, and that the total aggregate value of all such separate additions or enlargements does not exceed the assessed value of said building or structure at the time it became non-conforming. Provided, further, that no such addition or enlargement shall be permitted which tends to prolong the life of the original building or structure and that such addition or enlargement shall be removed not later than the original building if removal is required in Chapter 16, A 6.

(g) Permit the use of a non-conforming building or portion thereof which has been vacant or unoccupied for a continuous period of one (1) year, for a use other than that permitted in the district in which such non-conforming building is located, within two (2) years after the termination of the one (1) year vacancy, provided such use does not continue for more than two (2) years.

(h) Permit a less restricted use in a more restricted district as follows: any "C" district use in any other "C" district; any "M1" use in the "C2" districts; and any "M2" use in an "M1" district; provided such

use, due to its limited nature, modern devices, or building design, will be no more objectionable than the uses permitted in such district.

(i) Permit such modification of the height and area regulations as may be necessary to secure an appropriate improvement of a lot which is of such shape, or so located with relation to surrounding development or of such physical characteristics, that it cannot otherwise be appropriately improved without such modification.

(j) Permit a one-family dwelling on the front portion of a lot in the "R1" District, where a one-family dwelling was constructed on the rear thereof prior to the first zoning of said lot in a one-family district.

(k) Permit the modification of the automobile parking space or loading space requirements where, in the particular instance, such modification will not be inconsistent with the purpose and intent of such requirements; or permit the waiver of the requirement that automobile parking space be provided on the same lot with a dwelling, if other suitable and convenient parking space is available within or without a building.

(l) Permit in connection with an authorized use, in the "A1" and "RA" Districts, such commercial or industrial uses as are purely incidental to such authorized use.

(m) Permit temporary buildings and uses for periods not to exceed two (2) years in undeveloped sections of the Municipality, and for periods not to exceed six (6) months in developed sections.

(n) Permit minor variations of boundaries of the "F" Flood Plain Districts, where the applicant can produce evidence that an area of natural ground adequate for building purposes within the property in question, is at or above the highest level of the Red River in 1948 at the said property, or where the applicant undertakes to raise the level of the natural ground, in a manner approved by the Building Inspector to or above the highest level of the Red River in 1948 at the said property, provided that in all cases, the Commission considers that the property is reasonably accessible during periods of flood.

B. PROCEDURE. Requests for variation of the regulations shall be initiated by the owner or lessee of the property affected, by means of a verified application, stating fully, the grounds of the application, and facts relied upon. The application shall be made to the Commission through the Building Inspector, and shall be accompanied by a report and recommendation thereon from the Building Inspector.

At the time of application, the applicant shall pay such fees as may be determined by the Commission. At least five days prior to the Commission hearing, the applicant shall place in at least one issue of a daily newspaper circulated in the municipality, a notice of application, and shall cite in this notice, such particulars as may be required by the Commission.

The Building Inspector, upon receipt of an application, shall advise by letter, all owners (or their agents) of property located within one hundred (100) feet of the property for which variance is requested and shall cite in such letter, particulars as to the application.

The Commission shall make its findings and determinations in writing within thirty (30) days of the filing of a properly completed application, and shall forthwith transmit a copy thereof to the applicant and to each person appearing as a delegation, or presenting a brief to the Commission prior to the hearing, in support of or in protest against the proposed variance.

Chapter 18 - ADJUSTMENTS

C. APPEAL. When an application for a variance has been denied or approved by the Commission as provided above, such decision shall be binding, but the applicant or other owner, lessee, or aggrieved person, may, within fourteen (14) days from the date the notification of Commission decision was mailed to said applicant or other person, appeal to the Municipal Council by written notice of appeal filed with the Secretary-Treasurer of the Municipality. Said appeal shall be filed in duplicate, and shall set forth specifically wherein the findings of the Commission were in error, and wherein the variance applied for is, or is not, as the case may be, in harmony with the general purpose and intent of this Scheme, so that the spirit would be observed, public safety and welfare secured and substantial justice done.

*

Chapter 19
CERTIFICATE OF OCCUPANCY

No vacant land shall be occupied or used, except for agricultural uses, and no building hereafter erected or structurally altered shall be occupied or used until a Certificate of Occupancy shall have been issued by the Building Inspector.

A. CERTIFICATE OF OCCUPANCY FOR A BUILDING. Certificate of occupancy for a new building or the enlargements or alteration of an existing building shall be applied for coincident with the application for a building permit, and said certificate shall be issued after the request for same shall have been made in writing to the Building Inspector after the erection or alteration of such building or part thereof shall have been completed in conformity with the provisions of these regulations. Pending the issuance of a regular certificate, a Temporary Certificate of Occupancy may be issued by the Building Inspector for a period not exceeding six (6) months, during the completion of alterations or during partial occupancy of a building pending its completion. Such temporary certificate shall not be construed as in any way altering the respective rights, duties or obligations of the owners or of the Municipality relating to the use or occupancy of the premises or any other matter covered by this Scheme, and such temporary certificate shall not be issued except under such restrictions and provisions as will adequately insure the safety of the occupants.

B. CERTIFICATE OF OCCUPANCY FOR LAND. Certificate of occupancy for the use of vacant land or the change in the character of the use of land as herein provided, shall be applied for before any such land shall be occupied or used for any purpose except that of tilling the soil and growing therein of farm, garden or orchard products, and a Certificate of Occupancy shall be issued after the application has been made, provided such use is in conformity with the provisions of these regulations.

C. CERTIFICATE OF OCCUPANCY - CONTENTS - FILING - FEE. Certificate of Occupancy shall state that the building or proposed use of a building or land complies with the provisions of these regulations. A record of all certificates shall be kept on file in the office of the Building Inspector and copies shall be furnished, on request, to any person having a proprietary or tenancy interest in the building or land affected. A fee of two dollars ($2.00) shall be charged for each original Certificate of

* Amendment - 1957A - Last paragraph deleted.

Chapter 19 - CERTIFICATE OF OCCUPANCY

Occupancy, and a fee of one dollar ($1.00) each shall be charged for duplicate copies of the certificate.

No excavation for any building shall be started before application has been made for a Certificate of Occupancy.

Chapter 20
SITE PLANS

All applications for a Certificate of Occupancy shall be made on a printed form to be furnished by the Building Inspector with a site or plot plan in duplicate containing accurate information and dimensions as to the size of and location of the lot; the size and location of the building or structures on the lot; the dimensions of all yards and open spaces; and such other information as may be required by the Building Inspector. The Building Inspector may require the applicant to furnish a survey of the lot prepared by a Manitoba Land Surveyor. A careful record of the original copy of such applications and site plans shall be kept in the office of the Building Inspector and the duplicate copy shall be kept at the building at all times during construction.

Chapter 21
BOUNDARIES OF DISTRICTS

Should uncertainty arise with respect to the boundaries of the various districts, as shown on the district map accompanying and made a part of this Scheme, the following rules shall apply:

A. STREETS OR LANES. The district boundaries are either streets or lanes, unless otherwise shown, and where the indicated boundaries on said district map are approximately street or lane lines, said streets or lanes shall be construed to be the boundaries of such district.

B. LOT LINES. Where the district boundaries are not shown to be streets or lanes, and where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be lot lines; and where the indicated boundaries on the district map are approximately lot lines, said lot lines shall be construed to be the boundaries of such district, unless said boundaries are otherwise indicated on the map.

C. SCALE ON MAP - DETERMINATION BY MUNICIPAL COUNCIL. Where the property is indicated on the district map as acreage and not subdivided into lots and blocks or where the district boundary lines are not approximately street, lane or lot lines, the district boundary lines on the district map shall be determined by the scale contained on such map, and where uncertainty exists, the district boundary line shall be determined by the Municipal Council by written decision after receipt of a recommendation from the Commission. In the event property shown as acreage on the district map has been or is subsequently subdivided into lots and blocks by a duly recorded subdivision plan and the lot and block arrangement does not conform to that anticipated

Chapter 21 - BOUNDARIES OF DISTRICTS

when the district boundaries were established, or property is resubdivided by a duly recorded subdivision plan into a different arrangement of lots and blocks than shown on said district map, the Municipal Council, after receipt of a recommendation from the Commission, and after notice to the owner of property affected thereby and hearing, may interpret the district map and make minor readjustments in the district boundaries in such a way as to carry out the intent and purpose of those regulations and conform to the street and lot layout on the ground. Such interpretations or adjustments shall be by written decision, and thereafter the copies of the district map shall be changed to conform thereto.

D. SYMBOL FOR DISTRICT. Where one symbol is used on the district map to indicate the district classification of an area divided by a lane or lanes, said symbol shall establish the classification of the whole of such area.

E. STREET OR RIGHT-OF-WAY - ALLOCATION OR DIVISION. A street, lane, railroad or railway right-of-way, watercourse, channel or body of water, included on the district map shall, unless otherwise indicated, be included within the district of adjoining property on either side thereof; and where such street, lane, right-of-way, watercourse, channel or body of water serves as a boundary between two or more different districts, a line midway in such street, right-of-way, lane, watercourse, channel or body of water, and extending in the general direction of the long dimension thereof shall be considered the boundary between districts.

F. CLOSED STREET OR LANE. If a public street or lane shown on the district map is lawfully closed, the land formerly comprising the street or lane shall be included within the district of the adjoining land on either side of the closed street or lane. If the said street or lane was a district boundary between two or more different districts, the new district boundary shall be the former centre line of the closed street or lane.

Note: See Chapter 5 re District Map.

Chapter 22
INTERPRETATION - PURPOSE AND CONFLICT

Interpreting and applying the provisions of this Scheme they shall be held to be the minimum requirements for the promotion of the public health, safety, comfort, convenience and general welfare. It is not intended by this Scheme to interfere with or abrogate or annul any easement, covenant or other agreement between parties. When this Scheme imposes a greater restriction upon the use of buildings or land, or upon the height of buildings, or requires larger open spaces than are imposed or required by other by-laws, rules, regulations, or by easements, covenants or agreements, the provisions of this Scheme shall control.

Chapter 23
CHANGES AND AMENDMENTS

A. PROCEDURE FOR CHANGE. Subject to the procedure required in the Regulations under the Town Planning Act, Cap. 267, R.Sm. 1954, the Municipal Council may, whenever the public necessity, convenience, general welfare or good zoning practice require, and after report thereon by the Commission, amend, supplement or change the regulations, district boundaries, or classifications of property now or hereafter established by this Scheme. An amendment, supplement, reclassification or change may be initiated by a resolution of intention by the Commission or the Municipal Council or by a verified application of one or more of the owners or lessees of property within the area proposed to be changed.

B. APPLICATION FOR AMENDMENTS. Applications for a change of district boundaries or reclassification of districts, as shown on the District Map, shall be filed with the Council upon forms for that purpose by the Commission so as to assure the fullest practicable presentation of facts for the permanent record.

Each such application shall be verified by at least one of the owners or lessees of property within the area proposed to be changed, attesting to the truth and correctness of all facts and information presented with the application.

C. DECISION BY MUNICIPAL COUNCIL. The Commission shall study the facts presented, considering public necessity, convenience, general welfare and good zoning practice and within thirty (30) days from the date of filing of any application shall make its recommendation thereon in writing to the Municipal Council. Council shall, within sixty (60) days of the date of filing of any application make its findings and determination in writing, and shall forthwith transmit a copy thereof to the applicant and to the Commission. If the Council approves the application, adoption shall be carried out as required in the Regulations under the Town Planning Act, Cap. 267, R.S.M. 1954.

Chapter 24
ENFORCEMENT

A. It shall be the duty of the Superintendent of Public Works to enforce this Scheme.

B. Any person who does any act in contravention of this Scheme shall be guilty of an infraction thereof and any person who neglects or refuses or omits to do any act required by him to be done under this Scheme or the provisions thereof or pursuant to any steps taken by any authority under this Scheme shall be guilty of a breech of the provisions of this Scheme.

C. If it appears to the Responsible Authority that any building, structure, or other work in the municipality is, at any time, such as to contravene this Scheme, or that in the erection or carrying out of any building or other work, any of the provisions of this Scheme have not been complied with, or that the use of any land, building or building site or part thereof is at any time such as to contravene the Scheme, the

Chapter 24 - ENFORCEMENT

Responsible Authority shall serve a notice in writing, together with a copy of this section, on the person by whom, at whose order or on whose behalf such building or structure shall have been erected, or such work shall have been begun or done, or on the owner or occupier of such land, building or building site which is being used contrary to the Scheme, requiring such person within fourteen days (14) after service of such notice, to render to the Responsible Authority a statement in writing under his hand or under the hand of some duly authorized agent or attorney, to show cause why such building or other work should not be removed, pulled down or altered or to forthwith cause the use of such land, building or building sites to conform to the requirements of this Scheme and the contravening use to cease.

D. Service of such notice may be made personally on such person so erecting, or causing to be erected such work as in the preceding said paragraph contained, or by prepaid registered mail, and if service is made by registered mail as aforesaid, service shall be deemed to have been made on the date of posting of such notice by prepaid registered mail.

E. If at the expiration of the said fourteen (14) days of service of such notice such person so served shall have failed to show to the Responsible Authority sufficient cause why such building or other work should not be removed, pulled down, or altered, or he has not caused to be removed, pulled down or altered such building or other work, or if the use of such land, building or building site does not conform to the requirements of this Scheme, the Responsible Authority after giving such notice that after the expiration of a further period specified in the said notice, not being less than fourteen (14) days from the date of such notice, that it intends to exercise its powers under the Act or other statutes under which it has authority, may proceed to remove, pull down or alter such building or other work or may take such other steps as it may deem necessary and as are or shall be permitted by this Scheme or the Act or any other statute provided. Service of said notice as in this paragraph contained may be made in the same manner as in Section C hereof.

F. Nothing in the last preceding Section shall in any way be deemed to prohibit the Responsible Authority or any officer or servant thereunder from taking such steps to enforce the penal provisions of the Act or other statute under which the Responsible Authority has authority to act nor from commencing any action or proceeding in any court of competent jurisdiction in the Province of Manitoba to obtain such relief or remedy as the Responsible Authority may in its discretion consider advisable.

G. Any expense incurred by the Responsible Authority in the removing, pulling down or altering of any building or other work under the provisions of this Chapter shall be a debt owing to the Rural Municipality of Old Kildonan by the person so in default and shall be recoverable as such with costs in any court of competent jurisdiction in the Province as a debt due to the Rural Municipality of Old Kildonan or may be levied for and collected from such person in the same manner as taxes in arrears.

Chapter 24 - ENFORCEMENT

H. For the purpose of enforcing this Scheme, the Responsible Authority or the Superintendent of Public Works or any Police Officer requested so to do by the Responsible Authority may enter and inspect any premises or part thereof within the area.

I. The Responsible Authority or its duly authorized officers shall not be personally liable for any action performed or act done or to be done or for any power exercised under the authority of this Scheme except in the case of fraud.

Chapter 25
WHEN EFFECTIVE

This Scheme shall be in full force and effect from and after the day on which it is approved by the Minister under the Town Planning Act.

Pursuant to Sec. 6 (1) of the Town Planning Act, I hereby approve of the within Scheme this day of A. D. 195?

.....
Minister under the Town Planning Act

.....
Comptroller of Town Planning

Approved and Adopted by By-law No. of the Rural Municipality of Old Kildonan at a meeting held on the day of A.D. 195?

.....
Reeve

.....
Secretary-Treasurer

NOW THEREFORE IT IS AGREED THAT in consideration of and conditional upon the City enacting a by-law to so rezone the land hereinafter described, the Owner hereby covenants and agrees that:

1. The Owner's land affected by this agreement and hereinafter referred to as "the land" is described as:

> All that portion of the most Northerly Four Hundred and Eighty-two feet in perpendicular width of Lot Six in the Outer Two Miles of the Parish of Kildonan, in Manitoba, which lies to the East of a line drawn parallel with the Eastern limit of said Lot from a point in the Northern limit of said Lot distant Westerly thereon Six Hundred and Fifty-five and Four-tenths feet from the said Eastern limit excepting thereout all that portion thereof bounded as follows: On the North by the said Northern limit on the East by the said Eastern limit, on the South by a line drawn parallel with the said Northern limit from a point in the said Eastern limit distant Southerly thereon One Hundred feet from the said Northern limit and on the West by a line drawn parallel with the said Eastern limit from a point in the said Northern limit distant Westerly thereon One Hundred and Ten feet from the said Eastern limit.

2. The land and any building or structure thereon shall not be used for, and no building or structure erected, altered or enlarged on the land for any use except:

(a) Any use permitted in the "C1" District, excluding dwellings.
(b) Retail stores or retail businesses (except an automobile dealership, which use may be allowed if a plan showing such a use is first submitted to and receives the City's approval pursuant to Clause 7 of this agreement.
(c) Art or antique shop, if conducted wholly within a completely enclosed building.
(d) Bank.
(e) Bird Store, pet shop or taxidermist.

(f) Business college or private school operated as a commercial enterprise.
(g) Blueprinting and photostating.
(h) Carpenter shop, or cabinet shop, if conducted wholly within a completely enclosed building, but excluding wholesale manufacture.
(i) Catering establishment.
(j) Cleaning establishment, using non-inflammable and non-explosive cleaning fluid.
(k) Department or furniture store.
(l) Film exchange.
(m) Interior decorating store.
(n) Medical or dental clinics and laboratories.
(o) Music conservatory or music instruction.
(p) Newsstand.
(q) Plumbing shops, not including manufacture for wholesale of plumbing, if conducted wholly within a completely enclosed building.
(r) Printing, lithographing or publishing.
(s) Public services, including electrical distribution substation, fire or police station, telephone exchange, and the like.
(t) Sign painting shop, if conducted wholly within a completely enclosed building.
(u) Storage building for household goods.
(v) Studios (except motion picture).
(w) Tire shop operated wholly within a building.
(x) Upholstery shop, if conducted wholly within a completely enclosed building.
(y) Accessory uses when located on the same lot.
(z) Loading space as required in Chapter 14 of The Old Kildonan Town Planning Scheme 1957.
(aa) Automobile parking space required for buildings other than other dwellings, as provided for in Chapter 14, A.8 of the said Scheme.
(bb) Conditional uses as set forth in Chapter 17 of the said Scheme (except advertising signs, or structures and billboards).

3. No building shall be located within the most easterly forty (40) feet of the land nor within the most northerly twenty-five (25) feet of the land, unless such construction is first approved by the Lord Selkirk-West Kildonan Community Committee.

4. No parking shall be located within the most easterly twenty (20) feet of the land nor within the most northerly ten (10) feet of the land, unless such parking is first

approved by the said Community Committee; it being understood and agreed that if a provision for yard requirements for parking under The Old Kildonan Town Planning Scheme 1957 and amendments thereto is more restrictive than those stipulated above the most restrictive provision shall apply.

5. Not more than one free standing identification sign shall be permitted on the land, or per lot in the event the land is subdivided into two or more lots in the future, provided that the height of any such sign above finished grade is limited to a maximum of thirty (30) feet and it has a set-back of not less than twenty (20) feet from any abutting street, it being understood and agreed that if a provision for set-back requirements for signs under The Old Kildonan Town Planning Scheme 1957 and amendments thereto is more restrictive than those stipulated above the most restrictive provision shall apply.

6. Signs shall not be of the flashing, scintillating and animated type except where they are so approved by the said Community Committee, in which event the flashing or scintillating or animated signs shall be located on the land no closer than two hundred (200) feet of an adjacent residential district.

7. No building or structure shall be erected or located on the land and no building permit issued for construction on the land unless and until plans showing building layout, floor areas, parking, landscaping, exterior elevations, methods of ingress and egress and proposed uses for a site are submitted to and approved by the said Community Committee after consulation

LSP

with the Director of Streets and Transportation of the City and by the Commissioner of Environment of the City and thereafter identified by the signature of said Commissioner of Environment under the designation "Schedule "A" to Zoning Agreement DAZ 322/79" and no buildings or structures shall be erected or located on the land except in accordance with that Schedule "A" to this agreement.

8. Pursuant to Section 600 (1) (e.3) of The City of Winnipeg Act, the Owner agrees to pay to the City prior to enactment of said amending by-law the sum of.....SIXTY-EIGHT THOUSAND AND THREE HUNDRED ($68,300.00).....DOLLARS in lieu of the conveyance of land to be used for the purchase of land for public purposes other than highways, subject to Section 637.3 of said Act.

9. Nothing in this agreement shall restrict or affect the powers of the City to amend, repeal or vary the Zoning By-law or Town Planning Schere applicable to the land or to enact a zoning by-law rezoning the land and it is understood by the Owner that the execution of this agreement by the City cannot operate to affect any variance to the zoning by-law or Town Planning Scheme applicable to the land or approve any conditional use or operate to relieve against compliance with any other by-law or regulation of the City.

10. If a provision of this agreement conflicts with a provision of any variance or conditional use order now existing or made in future the most restrictive provision shall apply.

11. This agreement shall run with the land and shall bind the Owner, his/her/its successors and assigns; provided that if the City does not enact the amending by-law recited in this agreement, this agreement shall become void

and the City shall withdraw any caveat registered on the basis thereof and repay any monies paid hereunder to the Owner without interest.

SIGNED, SEALED AND DELIVERED the day and year first above written by

THE CITY OF WINNIPEG

Mayor

City Clerk

and by

P.C.I.L. Inc

per: president

per: secretary

Certified as to Planning Details:

Director of Environmental Planning

Certified as to Form:

City Solicitor.