



SPECIAL MPC MEETING

WEDNESDAY OCTOBER 23, 2019

10:30 A.M.

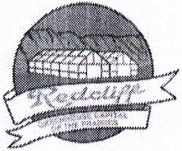
**TOWN HALL
BASEMENT MEETING ROOM**



TOWN OF REDCLIFF
MUNICIPAL PLANNING COMMISSION
WEDNESDAY OCTOBER 23, 2019 – 10:30 AM

AGENDA

Pg.	Agenda Item
	1. <u>CALL TO ORDER</u>
	2. <u>ADOPTION OF AGENDA</u>
	3. <u>ITEMS FOR MPC COMMENT</u>
3	A) Land Use Bylaw Amendment – to amend the Cannabis Retail Store Overlay Map to include Lot 4, Block 85, Plan 755AD (205 Broadway Avenue E) <ul style="list-style-type: none">a. Applicationb. Procedure<ul style="list-style-type: none">i. Presentation of Applicantii. MPC Discussion (Note, MPC may go in camera for discussion)iii. Comments of MPC to Council
	4. <u>ADJOURNMENT</u>



APPLICATION FOR LAND USE AMENDMENT

Owner of Site: Name: 2215551 Alberta Ltd.
Address: 1284 Crockford Cres NW
Medicine Hat, Ab
Postal Code: T1A7C5

Agent of Owner: Name: _____
Address: _____
Postal Code: _____

Telephone Number 403-878-2552

Existing Land Use Zoning: C-2 Downtown Commercial - Outside Cannabis Overlay map

Proposed Land Use Zoning: C-2 Downtown Commercial - Inside Cannabis overlay map

Municipal Address of Site: 205 Broadway Ave E Redcliff

Legal Land Description Lot 4 Block 85 Plan 755AD

Enclosures and Attachments:

- ☒ a) Copy of Certificate of Title for Effected lands.
- ☒ b) Evidence that Agent is authorized by Owner.
- ☐ c) Statement of reasons in support of application.
- ☒ d) Vicinity map of an appropriate scale indicating the location of the parcel and its relationship to the existing land uses and developments within 60 m of the parcel boundaries.
- ☐ e) Where application is for a district change to DC – Direct control district a statement explaining why particular control is needed to be exercised over the parcel and why another district is not appropriate.
- ☐ f) Fee, as established by resolution of Town Council, which shall include a standard application fee plus the cost of advertising for the public hearing.

The Municipal Manager may:

- (a) Refuse to accept an application to amend this Bylaw if the information required by subsection (33) has not been supplied, or
- (b) Consider the application complete without all of the information required by subsection (33), if, in his opinion, a decision can be properly made with the information supplied.


OWNER'S AND/OR OWNER'S AGENT SIGNATURE

Oct 21, 2019

DATE



Alberta Real Estate Association

B19-025

Contract Number

COMMERCIAL PURCHASE CONTRACT

[S.S.]

THE SELLER

Between

and

THE BUYER

Name Rattana Meesri

Name 2215551 Alberta Ltd

Name _____

Name _____

1. THE PROPERTY

1.1 The Property is:

(a) the land located

at: Municipal Address: 205 Broadway Avenue E

Redcliff

T0J 2P0

Legal description: Plan 755AD Block/Unit 85 Lot 4

Excepting thereout all mines and minerals unless otherwise stated _____

(the "Lands")

(b) all buildings and other improvements on the Lands (the "Buildings");

(c) these unattached goods:

(d) the attached goods except for:

(e) the following tenancies where the seller is the landlord and the buyer is assuming these leases ("Accepted Tenancies"), or as described in the schedules selected as attached in clause 9.1

If the Property is a condominium, the legal description and details are as described in the Commercial Condominium Property Schedule, selected as attached in clause 9.1 below.

2. PURCHASE PRICE AND COMPLETION DAY

[S.S.]

KA

[S.S.]

2.1 The purchase price is: \$ _____ plus GST (the "Purchase Price").

2.2 With respect to GST payable if the buyer is:

(a) not a GST registrant under the *Excise Tax Act* (Canada), then the buyer shall remit the applicable GST to the seller's lawyer on or before the Completion Day. The seller shall remit the GST to the Receiver General as required by law, and will indemnify and save the buyer harmless from and against all costs and expenses (including legal fees on a solicitor/client full indemnity basis) that the buyer may incur or become subject to as a result of the seller's failure to remit GST pursuant to this clause; or

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[S.S.]

Seller's initials

KA

Buyer's initials

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Association

- (b) a GST registrant under the *Excise Tax Act* (Canada), then the buyer will provide the seller with proof and details of the buyer's GST registration before the Completion Day. The buyer will assume the liability for all GST payable pursuant to the *Excise Tax Act* (Canada) accruing in respect of this transaction and will indemnify and save the seller harmless from and against all costs and expenses (including legal fees on a solicitor/client full indemnity basis) that the seller may incur or become subject to as a result of the buyer failing to comply with its obligations pursuant to this clause.

2.3 This contract will be completed, the Purchase Price fully paid, and vacant possession given to the buyer at 12 noon on October 31, 2019 (the "Completion Day"), subject to the rights of the tenants in the Accepted Tenancies, if any.

2.4 After the date that acceptance of this contract is communicated, the seller shall not make any changes to any of the leases pertaining to the Accepted Tenancies without the buyer's consent in writing.

2.5 The seller represents and warrants that on the Completion Day, the Property will be in substantially the same condition as when this contract was accepted, and the attached and unattached goods will be in normal working order.

3. GENERAL TERMS

3.1 In fulfilling this contract, the seller and buyer agree to act reasonably and in good faith and agree that:

- (a) unless the seller, buyer or both have agreed to alternate representation, the seller and buyer are each represented by their own sole agent and those agents have no agency responsibility to the other party;
- (b) the laws of Alberta apply to this contract;
- (c) Alberta time applies to this contract. Time is of the essence, which means times and dates will be strictly followed and enforced;
- (d) Business Day means every day but Saturday, Sunday and statutory holidays and includes all the hours of the day;
- (e) a reference to the seller or buyer includes singular, plural, masculine, feminine or an entity like a corporation;
- (f) the seller will disclose known Material Latent Defects. Material Latent Defects means a defect in the Property that is not discoverable through a reasonable inspection and that will affect the use or value of the Property;
- (g) the seller and buyer are each responsible for completing their own due diligence and will assume all risks if they do not;
- (h) the seller will ensure the seller's representations and warranties are true by:
 - (i) reviewing documents such as a Real Property Report (RPR), land title, registrations on title, leases and contracts;
 - (ii) determining non-resident status for income tax purposes;
 - (iii) conducting due diligence searches, such as litigation and personal property security registry searches; and
 - (iv) doing other needed research;
- (i) the buyer may get independent inspections or advice on items such as condominium documents, land title, registrations on title, RPR, current and future use, building and mechanical systems, property insurance, title insurance, size of the Lands and Buildings, interior and exterior measurements, leases, estoppel certificates pertaining to Accepted Tenancies, registrations affecting the unattached goods and attached goods, and other items important to the buyer;
- (j) sections 12 and 13 of the *Condominium Property Act* (Alberta) relating to sale of units by developers and rescission of purchase agreements do not apply;
- (k) contract changes that are agreed to in writing will supersede the pre-printed clauses;
- (l) the seller and buyer will read this contract and seek relevant advice before signing it;

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SA Seller's Initials KA Buyer's Initials

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- (m) the brokerages, real estate board and listing services may keep and disclose relevant information about this transaction for reporting, statistical, property evaluation and closing purposes; and
- (n) the Seller/Buyer's (seller's or buyer's) brokerage will provide this contract and related documents to the appointed lawyers for the purpose of closing this contract.

4. DEPOSITS

- 4.1 The seller and buyer agree that clauses 4.2 through 4.9 are the terms of trust for the Deposits. "Deposits" means the amounts payable under clauses 4.3 and 4.4, and "Deposit" means either of them.
- 4.2 The seller and buyer appoint Orange Jigsaw Real Estate as trustee (the "Trustee") for the Deposits.
- 4.3 The buyer will pay a deposit of \$ 2,000.00, which will form part of the Purchase Price, to the Trustee by Bank Draft (method of payment) on or before October 21, 2019.
- 4.4 The buyer will pay an additional deposit of \$ 0.00, which will form part of the Purchase Price, to the Trustee by _____ (method of payment), on or before _____.
- 4.5 If the buyer fails to pay a Deposit as required by this contract, the seller may void this contract at the seller's option by giving the buyer written notice. The seller's option expires whenever the seller accepts a deposit, even if late.
- 4.6 The Trustee will deposit the Deposits into a trust account within three Business Days of receipt.
- 4.7 Interest on the Deposits will not be paid to the seller or buyer.
- 4.8 The Deposits will be held in trust for both the seller and buyer. Provided funds are confirmed, the Deposits will be disbursed, without prior notice, as follows:
 - (a) to the buyer, if after this contract is accepted:
 - (i) a condition is not satisfied or waived in accordance with clause 8.4;
 - (ii) the seller voids this contract for the buyer's failure to pay an additional deposit in the case where an initial deposit has been paid by the buyer; or
 - (iii) the seller fails to perform this contract;
 - (b) to the seller, if this contract is accepted and all conditions are satisfied or waived, and the buyer fails to perform this contract; or
 - (c) applied against the Fee owed by the seller by payment directly out of trust to the brokerage(s), with any excess amount paid in trust to the seller's lawyer no later than three Business Days prior to the Completion Day. "Fee" means the amount, plus GST, owed to a real estate brokerage under a written service agreement.
 - (d) If the seller or buyer fails or refuses to complete this contract, the other party may seek all remedies, such as claims for deposits and damages, and reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- 4.9 The disbursement of Deposits, as agreed to in this clause, will not prevent the seller or buyer from pursuing remedies in clause 12.

5. LAND TITLE

- 5.1 Title to the Property will be free of all encumbrances, liens and interests except for:
 - (a) those implied by law;
 - (b) non-financial obligations now on title, such as easements, utility rights-of-way, covenants and conditions that are normally found registered against property of this nature; and
 - (c) the following encumbrances that the buyer agrees to accept:

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S. W. Seller's Initials KA Buyer's Initials



15. CONFIRMATION OF CONTRACT TERMS

15.1 The seller and buyer confirm that this contract sets out all the rights and obligations they intend for the purchase and sale of the Property and that:

- (a) this contract is the entire agreement between them; and
- (b) unless expressly made part of this contract, in writing:
 - (i) verbal or written collateral or side agreements or representations or warranties made by either the seller or buyer, or the seller's or buyer's brokerage or agent, have not and will not be relied on and are not part of this contract; and
 - (ii) any pre-contractual representations or warranties, howsoever made, that induced either the seller or buyer into making this contract are of no legal force or effect.

Seller's Initials S.J. Buyer's Initials KA

16. LEGAL OBLIGATIONS BEGIN

16.1 The legal obligations in this contract begin when the accepted contract is delivered in person or sent by fax or email. The obligations bind the seller and the buyer as well as their heirs, administrators, executors, successors and assigns.

17. OFFER

17.1 The buyer offers to buy the Property according to the terms of this contract.

17.2 This offer/counter offer shall be open for acceptance in writing until 7 :00 P.m. on October 17, 2019.

SIGNED AND DATED at Medicine Hat, Alberta at 11 :30 P.m. on October 16, 2019.

[Signature]
Signature of Buyer or Authorized Signatory of Buyer

Signature of Witness

2215551 Per Keith Ahlm
Print Name of Buyer or Authorized Signatory of Buyer
Alberta LTD

Print Name of Witness

Signature of Buyer or Authorized Signatory of Buyer

Signature of Witness

Print Name of Buyer or Authorized Signatory of Buyer

Print Name of Witness

Buyer's GST # _____

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18. ACCEPTANCE

18.1 The seller agrees to sell the Property according to the terms of this contract.

10/16/2019

SIGNED AND DATED at Calgary, Alberta at 5:00p.m. on 10/16/2019, 2019.

Authentisign

[Signature]

Signature of Seller or Authorized Signatory of Seller

Signature of Witness

Rattana Meesri

Print Name of Seller or Authorized Signatory of Seller

Print Name of Witness

Signature of Seller or Authorized Signatory of Seller

Signature of Witness

Print Name of Seller or Authorized Signatory of Seller

Print Name of Witness

Seller's GST # _____

INFORMATION

The following is for information purposes and has no effect on the contract's terms:

REJECTION

I/we do not accept this offer/counter offer. No counter offer is being made.

SIGNED AND DATED at _____, Alberta at _____ : _____ .m. on _____, 20____.

Signature of Seller or Authorized Signatory of Seller

Signature of Buyer or Authorized Signatory of Buyer

Signature of Seller or Authorized Signatory of Seller

Signature of Buyer or Authorized Signatory of Buyer

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[Signature]

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Buyer's Initials

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Preview

S
LINC SHORT LEGAL TITLE NUMBER
0020 706 669 755AD;85;4 191 081 885

LEGAL DESCRIPTION

PLAN 755AD

BLOCK 85

LOT 4

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;6;13;8;NE

MUNICIPALITY: TOWN OF REDCLIFF

REFERENCE NUMBER: 141 130 127

REGISTERED OWNER(S)				
REGISTRATION	DATE(DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION

191 081 885	01/05/2019	TRANSFER OF LAND	\$140,000	\$140,000
-------------	------------	------------------	-----------	-----------

OWNERS

RATTANA MEESRI

OF 143 COUGAR RIDGE DRIVE SW

CALGARY

ALBERTA T3H 4X6

(DATA UPDATED BY: CHANGE OF ADDRESS 191154098)

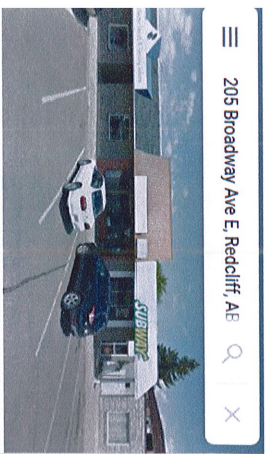
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Zoning Amendment Proposal

I, Keith Ahlm, on behalf of 2215551 Alberta would like to formally request that a zoning amendment be made for 205 Broadway Ave E, Redcliff.

The zoning currently excludes this property from the area (zoning overlay) of locations that may be used for the purpose of Retail Recreational Cannabis Stores. This is because it was within 100m of a children's daycare center (sensitive area). Now that the daycare in question is no longer in operation, and the location will not be used for a daycare, I believe there is no reason why this amendment could not be made. This would be acceptable to the Alberta Gaming Liquor and Cannabis Commission (AGLC) in regards to the sensitive use proximity regulations, and I hope you agree.

Thank you!



205 Broadway Ave E, Redcliff, AB

205 Broadway Ave E
Redcliff, AB T0J 2P0

- Directions
- Save
- Nearby
- Send to your phone
- Share

- 3637+MM Redcliff, Cypress County, AB
- Report a problem on 205 Broadway Ave E
- Add a missing place
- Add your business
- Add a label

Photos

