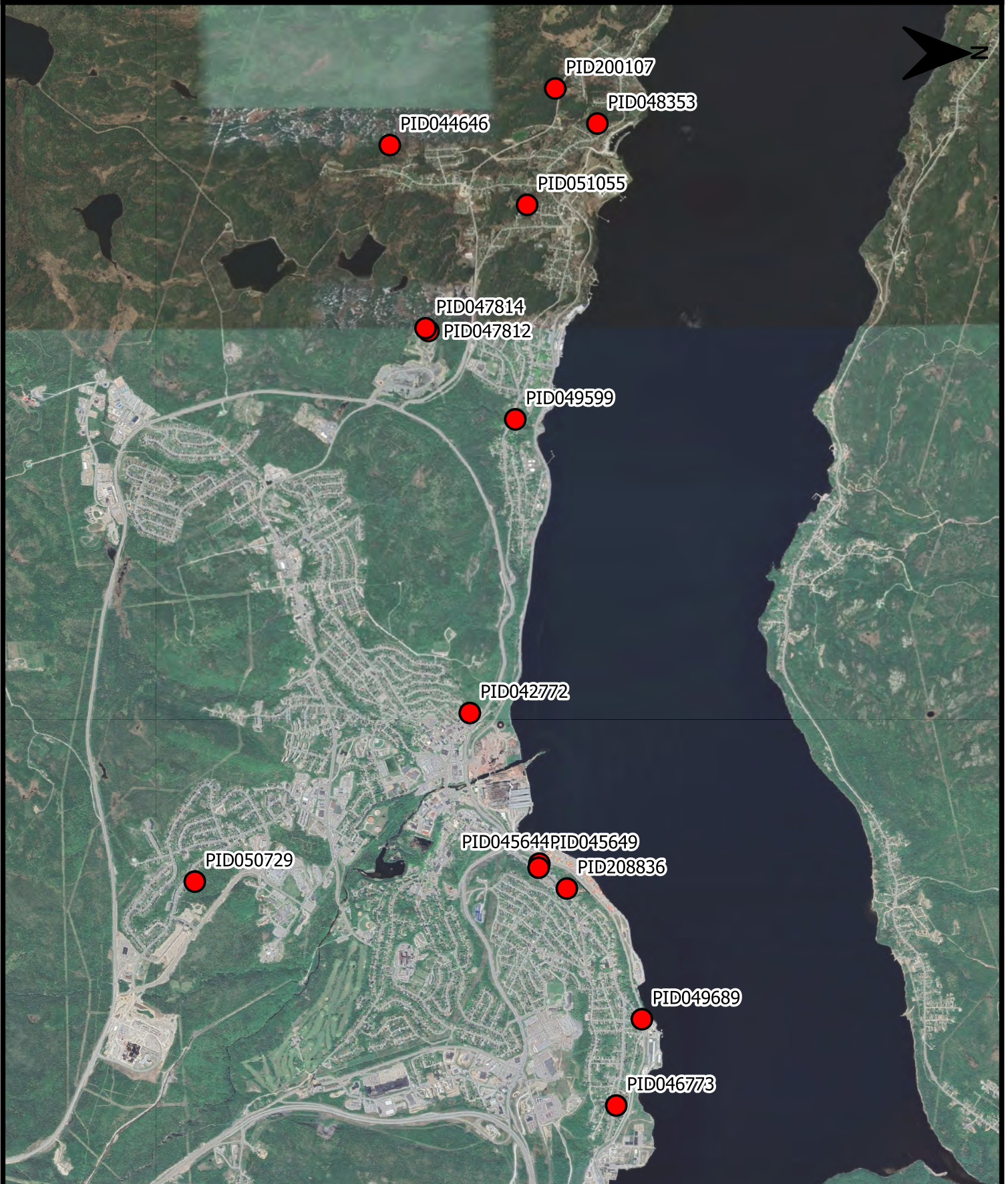




# City of Corner Brook 2021 Tax Auction Package





# Schedule "A"



## LEGEND

Location of Land  
Survey Master June 3 2021



## NOTES

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3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcel is approximate as no survey is available



2021 Tax Auction  
Youngs Avenue - Parcel ID 051055

DRAWN BY:

DATE:  
08-03-2021

SCALE:  
1:500

FIGURE:  
1

APPROVED BY:  
BDUFFY

COORD SYS:  
NAD 1983 MTM ZONE 3

ZONE:  
OS

REVISION:  
0

0 10 20 30 40 50 m



227

NEW INDIA

TURNER NORTH

ROAD 33' WIDE

SANDY BALL

S 46° 05' E  
164.5'

N 89° 12' E  
99.9'

REGINALD HUMBER

Mitchell

RONALD DONALDSON  
city.

S 48° 56' E  
100'

ELSIE HUNT

N 38° 45' E  
100'

N 38° 45' E  
112.9'

AREA = 8.8, 594.4, 4 ft

Approx = 57934

S 34° 30' W 322.8'

404'  
N 40° 37' W

BRYANT MEANEY

BERTHAM DAYE

DEAN BURT

SCALE 1" = 60'





051-053

# LAND CALCULATION DATA

PARCEL ID

Street Address

Municipality 1200 Street 992 Side Lot 10150

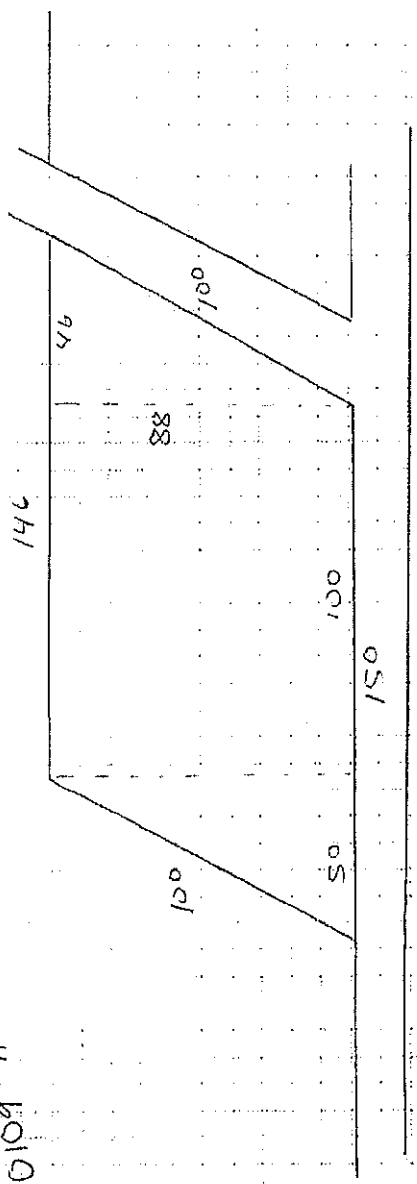
REC #	USE CODE	ZONING	FRONTAGE	DEPTH	NUMBER OF LAND UNITS	UNIT CD.	LAND UNIT PRICE
01	0104	RMP	100	88		F3	
02	0104	RMP	30	88		F3	
03	0104	RMP	20	88		F3	
04	0104	RMP	46	88		F3	
01	0109	CRDA			30	A	

REC #	TYPE	CODE	AMOUNT/PERCENT	TYPE	CODE	AMOUNT/PERCENT	TYPE	CODE	AMOUNT/PERCENT
01	DF	01		SH	01				
02	DF	01		SH	01				
03	DF	01		SH	01				
04	DF	01		SH	02				

## LAND DIAGRAM

ADJUSTMENT TYPES / CODES	
<p>A - Acres</p> <p>B - Back</p> <p>E - Effective Front Foot</p> <p>F - Front Foot</p> <p>L - Lot</p> <p>S - Square Foot</p>	<p>AS - Acres Split</p> <p>BS - Back Split</p> <p>ES - Effective Front R. Split</p> <p>FS - Front Foot Split</p> <p>LS - Lot Split</p> <p>SS - Square Foot Split</p>
<p>DP - Depth Factor</p> <p>1 - 100 FT. 2 - 150 FT. 3 - 200 FT. 4 - 120 FT</p> <p>SH - Shape Adjustment</p> <p>1 - Ttl (Rear / Front) Lot 2 - Ttl (Apex / Front) Lot</p>	<p>GR - Grade (%)</p> <p>NR - Natural Factor (%)</p> <p>RR - Rock (%)</p> <p>SL - Slope (%)</p> <p>SZ - Slope Adjustment (%)</p> <p>TP - Topography (%)</p>

0109 All









# Schedule "A"



## LEGEND

Location of Land  
Survey Master June 3 2021



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2021 Tax Auction  
O'Connell Drive - Parcel ID 047814

DRAWN BY:

DATE:  
08-03-2021

SCALE:  
1:500

FIGURE:  
1

APPROVED BY:  
BDUFFY

COORD SYS:  
NAD 1983 MTM ZONE 3

ZONE:  
R

REVISION:  
0

0 10 20 30 40 50 m













# Schedule "A"



## LEGEND

Location of Land  
Survey Master June 3 2021



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2021 Tax Auction  
O'Connell Drive - Parcel ID 047812

DRAWN BY:

DATE:  
08-03-2021

SCALE:  
1:500

FIGURE:  
1

APPROVED BY:  
BDUFFY

COORD SYS:  
NAD 1983 MTM ZONE 3

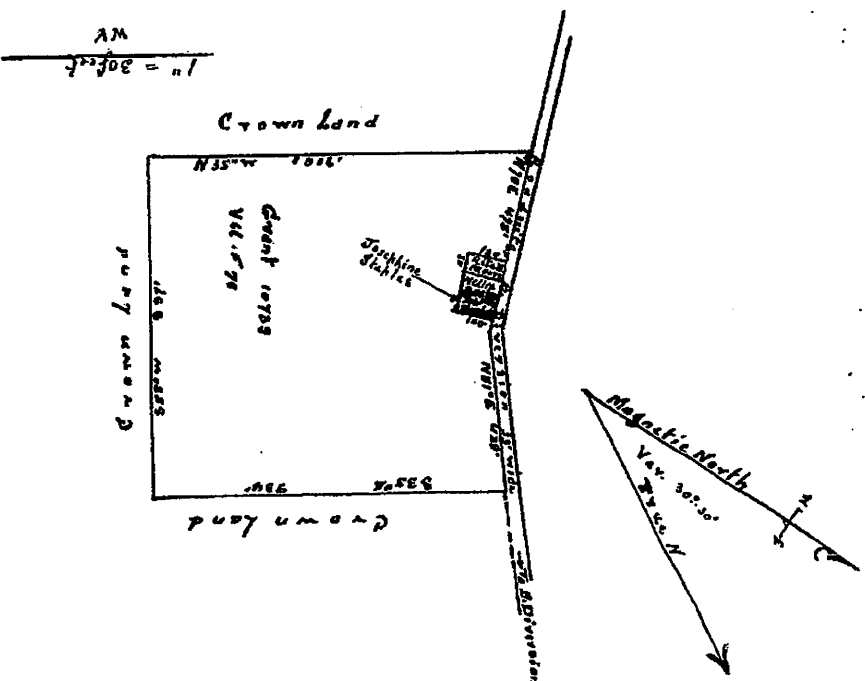
ZONE:  
R

REVISION:  
0

0 10 20 30 40 50 m



(referred) to, above and bounded as follows, that is to say, by a line commencing at a point on the said Raild Reservation, thence three (33) feet wide, which point is to the North-West angle of the said land, and is four hundred feet from the North-West angle of the said granted land; thence it continues by and along the said Western side-line of the said Road Reserve in a Northerly direction measuring fifty (50) feet; thence by land of the said granted land Easterly measuring one hundred (100) feet; thence by land of the said Grant Southerly measuring fifty (50) feet; thence by land of Heille Quenne in a Westerly direction measuring one hundred (100) feet, to the point of commencement, (Diagram of which is attached hereto and is deemed and taken as part of this indenture).









# Schedule "A"



## LEGEND

Location of Land  
Survey Master June 3 2021



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2021 Tax Auction  
O'Connell Drive - Parcel ID 200107

DRAWN BY:

DATE:  
08-03-2021

SCALE:  
1:750

FIGURE:  
1

APPROVED BY:  
BDUFFY

COORD SYS:  
NAD 1983 MTM ZONE 3

ZONE:  
R

REVISION:  
0

0 15 30 45 60 75 m





DESCRIPTION OF LAND FOR ONEA MURLEY  
800 O'Connell Drive, Corner Brook  
Parcel B

All that piece or parcel of land lying southwest of O'Connell Drive, in the City of Corner Brook, in the Province of Newfoundland and Labrador, being further bounded and described as follows:

Beginning at a point on the southwest limit of O'Connell Drive, the said point being found by running from monument no. 77G2887, south twenty three degrees fifty minutes fourteen seconds east (S 23° 50' 14" E) four hundred seventy seven decimal zero five five (477.055) metres;

RUNNING THENCE from the above described point of beginning by the southwest limit of O'Connell Drive, south seventy six degrees fifty three minutes thirty one seconds east (S 76° 53' 31" E) twenty one decimal nine four six (21.946) metres;

THENCE RUNNING by land of Onea Murley, Parcel A, south fourteen degrees seventeen minutes fifty three seconds west (S 14° 17' 53" W) fifty one decimal eight one six (51.816) metres, and north seventy six degrees fifty three minutes thirty one seconds west (N 76° 53' 31" W) twenty one decimal nine four six (21.946) metres;

THENCE RUNNING by land of Gary Sparkes, north fourteen degrees seventeen minutes fifty three seconds east (N 14° 17' 53" E) fifty one decimal eight one six (51.816) metres, more or less, to the point of beginning;

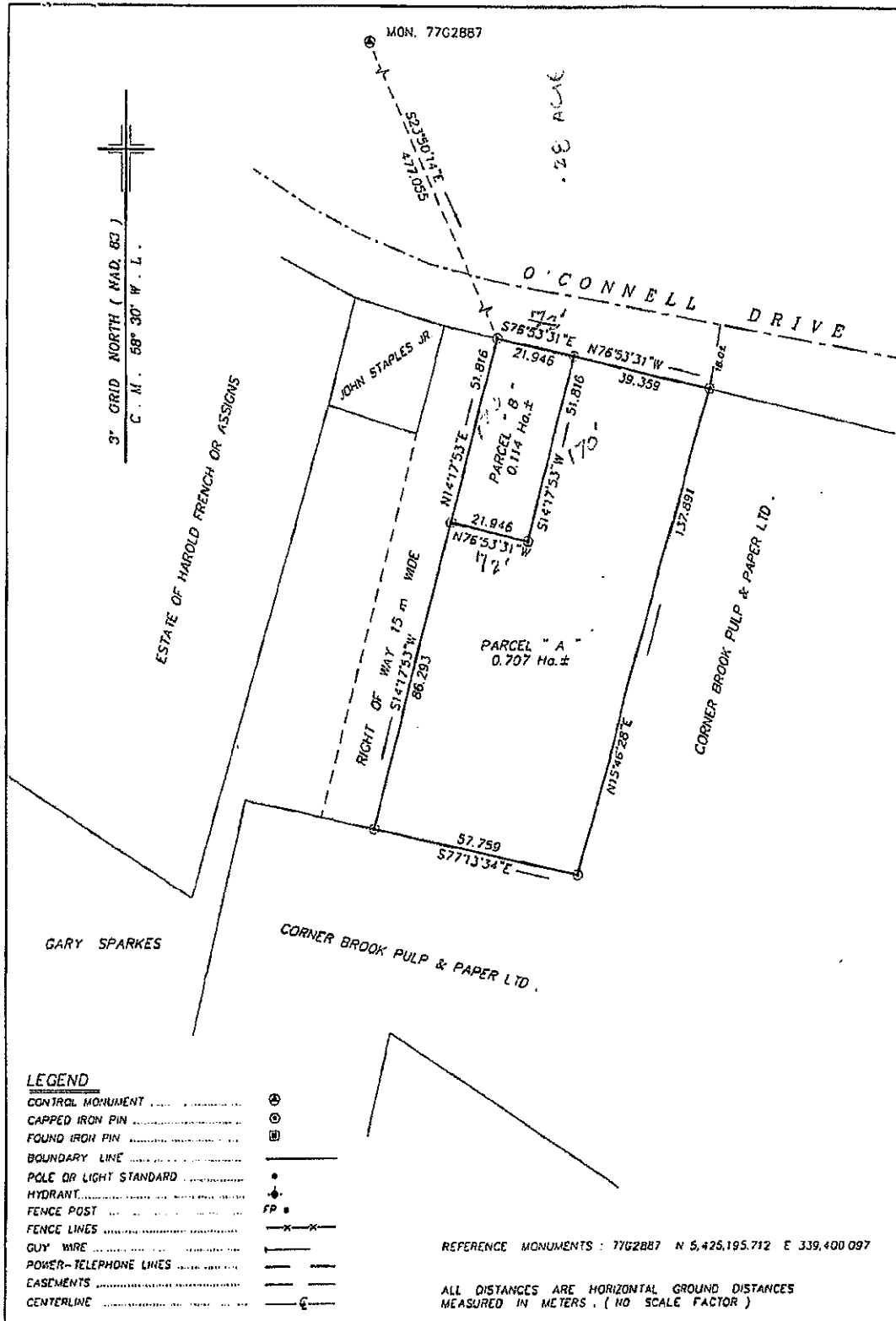
Containing an area of zero decimal one one four (0.114) hectare, more or less, and being more particularly shown as Parcel B on Yates and Woods Limited drawing no. 05292-1, dated May 30, 2006;

All bearings refer to 3' Grid North (NAD 1983) as referred to the Transverse Mercator Projection for Newfoundland with the Central Meridian at 58° 30' west longitude;

Yates and Woods Limited



200107



**YATES AND WOODS LTD.**  
NEWFOUNDLAND LAND SURVEYORS  
CO-OP BLDG. 5 PARK STREET P.O.BOX 434 CORNER BROOK, NL.  
A2H 6E3 TEL. 639-9177 E-mail: yateswoods@nf.aibn.com

**SURVEY PLAN OF LAND FOR**  
**ONEA MURLEY, CIVIC NO. 800, O'CONNELL DRIVE**  
**CORNER BROOK, DISTRICT OF BAY OF ISLANDS, NL.**



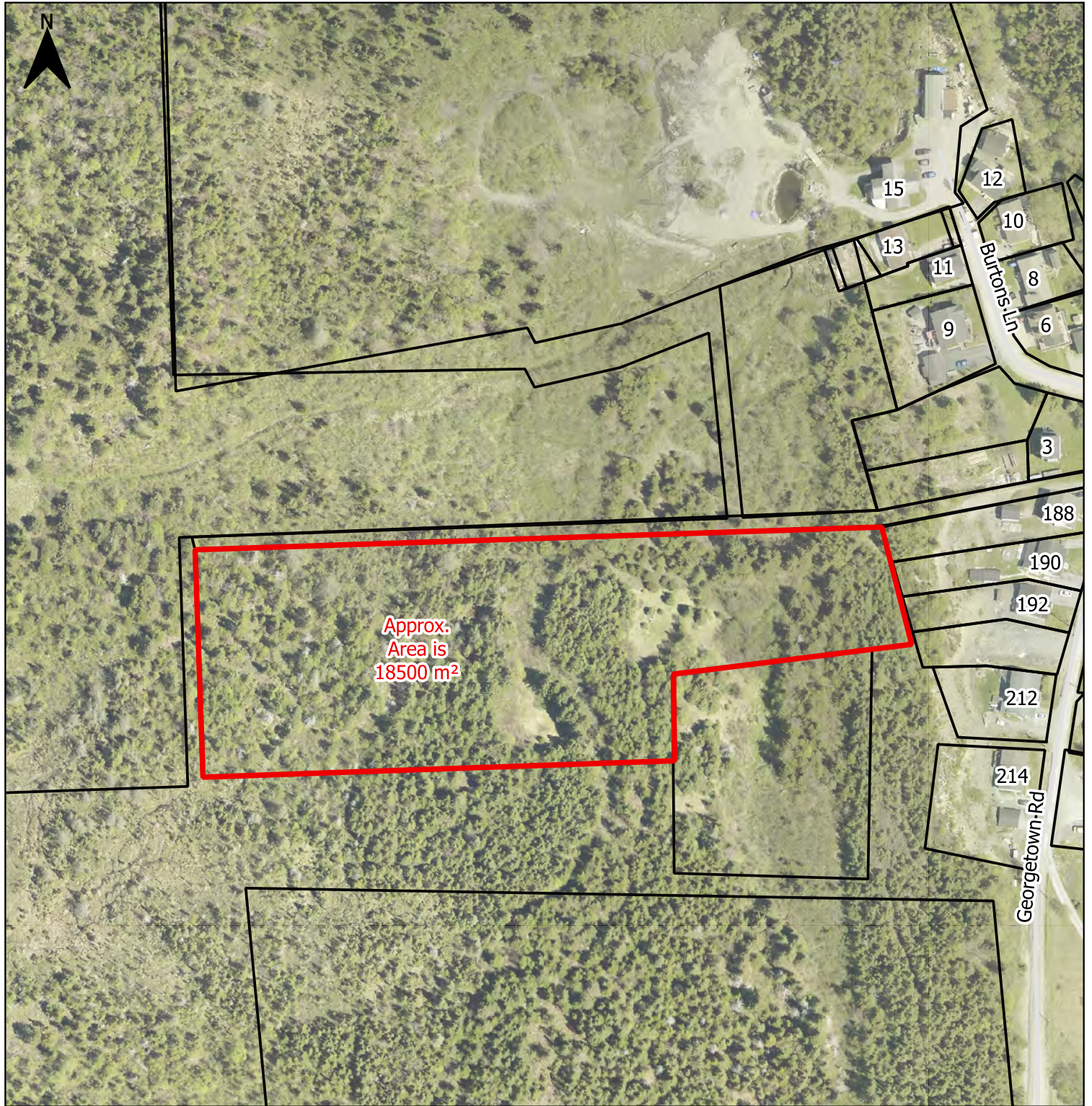
SCALE: 1 : 1250	DWG. NO. 05292-1	DRAWN BY K B E	DATE: MAY 30, 2006
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# Schedule "A"



## LEGEND

Location of Land  
Survey Master June 3 2021



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2021 Tax Auction  
Georgetown Road - Parcel ID 263524

DRAWN BY:

DATE:  
08-03-2021

SCALE:  
1:2000

FIGURE:  
1

APPROVED BY:  
BDUFFY

COORD SYS:  
NAD 1983 MTM ZONE 3

ZONE:  
R

REVISION:  
0

0 40 80 120 160 200 m





24 1067

V40311-3

1984 No. C.B. 228

IN THE DISTRICT COURT OF NEWFOUNDLAND  
AT THE JUDICIAL CENTRE OF CORNER BROOK

*11/2*  
*John P. Bernard Super D.S.S.*

IN THE MATTER OF that piece  
or parcel of land situate,  
lying and being West of  
Georgetown Road in the City  
of Corner Brook in the  
Electoral District of Humber,  
Port au Port, St. Barbe in  
the Province of Newfoundland.

AND

IN THE MATTER OF the application  
of Harold Locke for a certificate  
of title of the said parcel of  
land pursuant to THE QUIETING  
OF TITLES ACT

Registered ..... 10 ..... day .....  
A.D. 1984 ..... at 3:15 o'clock .....  
Vol. 4031 ..... Pages 1-3 .....  
Fee paid \$11.00 ..... Reg. No. 582294

*William P. Hillier*  
Registrar of Deeds (Nfld.)

C E R T I F I C A T E

This is to certify that under the authority of the Quieting of Titles Act, R.S.N. 1970, Chapter 324, Harold Locke of the City of Corner Brook in the Electoral District of Humber, Port au Port, St. Barbe in the Province of Newfoundland, is the legal and beneficial Owner in fee simple of ALL THAT piece or parcel of land situate, lying and being West of Georgetown Road, in the City of Corner Brook, Province of Newfoundland, being further bounded and described as follows:

The starting point can be found by running South sixty-seven (67) degrees fifteen (15) minutes West ninety-eight and thirty-eight hundredths (98.38) meters from City Hydrant No. 522 on the Western side of Georgetown Road with the intersection of the Southern side of Burton's Road.

Thence from the above described starting point along the Southern limit of a road reserve four and fifty-seven hundredths (4.57) meters wide South eighty-eight (88) degrees thirty-one (31) seconds West two hundred fifty-two and twenty-one hundredths (252.21) meters, thence by land now or formerly in the possession of Edgar Burton or Assigns South one (1) degree fifty-nine (59) minutes twenty-nine (29) seconds East eighty-three and fifty-one hundredths (83.51) meters, thence along the Northern limit of a road reservation four and fifty-seven hundredths



(4.57) meters wide North eighty-eight (88) degrees thirty-one (31) seconds East one hundred seventy-three and twelve hundredths (173.12) meters, thence by land now or formerly in the possession of Medrick Benoit as follows: North forty-two (42) minutes twenty-nine (29) seconds West thirty-one and eighty-two hundredths (31.82) meters, North eighty-two (82) degrees fifty-two (52) minutes thirty (30) seconds East eighty-eight and seven hundredths (88.07) meters, thence by land now or formerly in the possession of William Benoit Sr., North fourteen (14) degrees one (1) minute twenty-nine (29) seconds West forty-four and eighty hundredths (44.80) meters to the starting point.

The herein described lot is shown and delineated in red on a plan hereto attached and contains an area of one and eighty-five hundredths (1.85) hectares.

Bearings given are from Grid North.

SUBJECT TO the exceptions and qualifications mentioned in Section 22 of the said Act, and except as against Her Majesty the Queen in right of the Province of Newfoundland by reason of failure to prove possession for sixty (60) years or more, but free from all other rights, interests, claims and demands whatsoever.

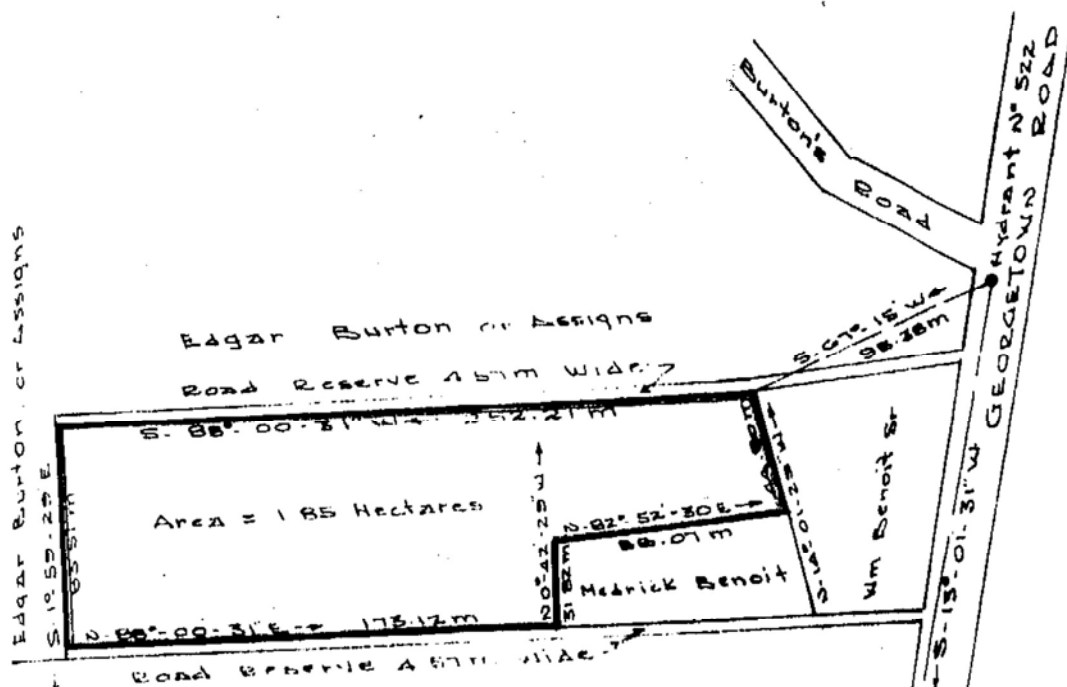
IN WITNESS WHEREOF the Clerk of the District Court of Newfoundland at the Judicial Centre of Corner Brook has hereunto set her hand and seal of the Court has been hereunto affixed this *2nd* day of *may*, A.D. 1984 by Order of Judge P. Lloyd Soper.



*Penille Pennell*  
clerk



3



Serial 142000

E. E. Hunt

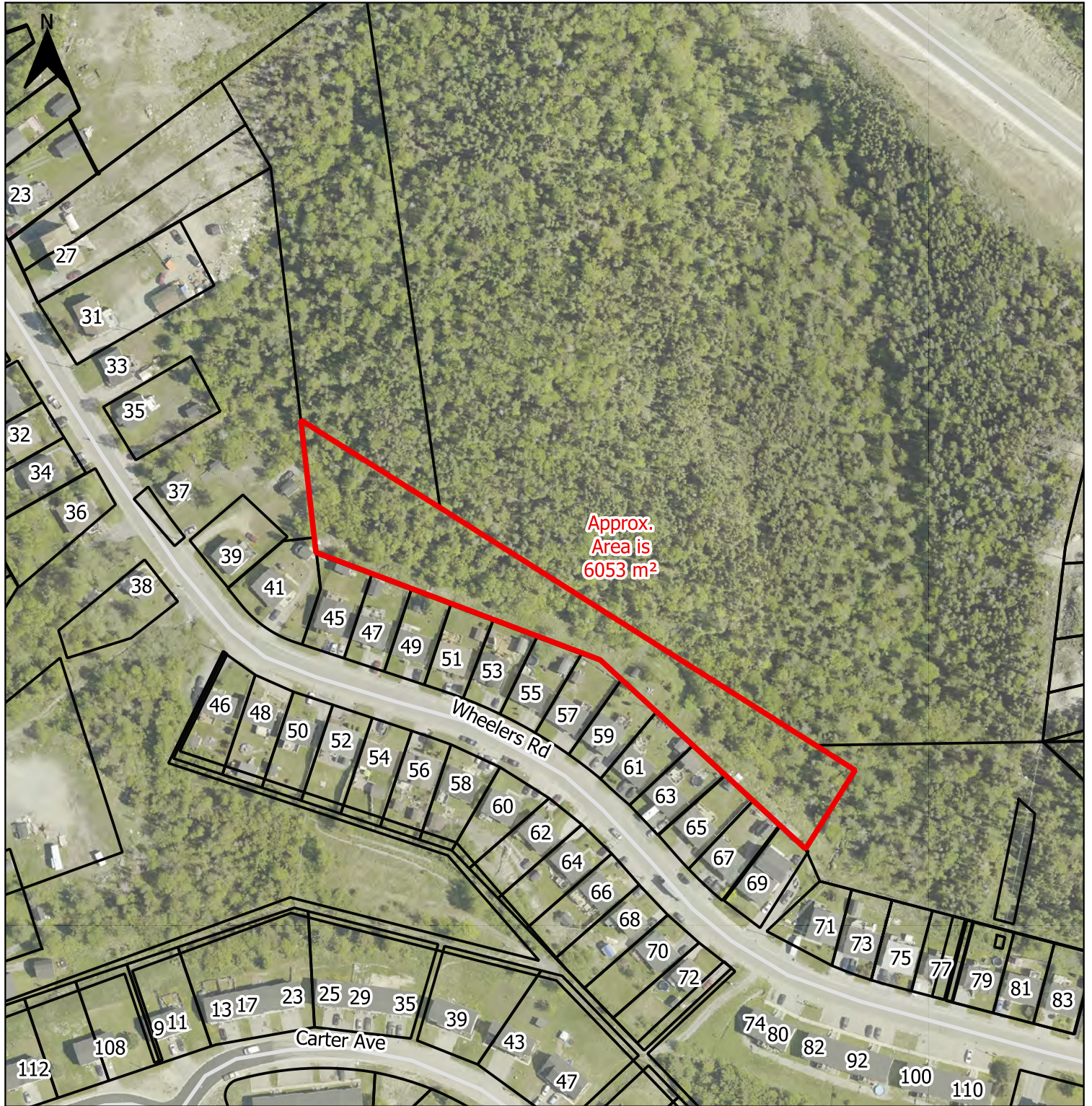
Date: 10-1-84







# Schedule "A"





3

1

1

1

0

1

5

7

6

# DESCRIPTION OF LAND FOR BAXTER MITCHELMORE AND LLOYD PIERCEY

All that piece or parcel of land lying North of Wheelers Road, in the City of Corner Brook, being further bounded and described as follows:

Beginning at a point, the said point being found by running from hydrant no. 436, north eleven degrees four minutes forty six seconds east (N 11° 04' 46" E) fifty five decimal one zero one (55.101) metres;

RUNNING THENCE from the above described point of beginning by Lots 7, 6, 5, 4, 3, 2, and 1 of a Sub-Division for Baxter Mitchelmore and Lloyd Piercey, south forty seven degrees ten minutes five seconds east (S 47° 10' 05" E) one hundred two decimal four seven nine (102.479) metres;

THENCE RUNNING by land of Newfoundland and Labrador Housing Corporation, north thirty two degrees seventeen minutes thirty eight seconds east (N 32° 17' 38" E) thirty four decimal four five two (34.452) metres, and north fifty seven degrees forty two minutes twenty two seconds west (N 57° 42' 22" W) two hundred forty decimal five six four (240.564) metres;

THENCE RUNNING by land of the Estate of James Wheeler, and by land of Davis Wheeler, south six degrees thirty minutes thirty four seconds east (S 6° 30' 34" E) forty eight decimal eight seven eight (48.878) metres;

THENCE RUNNING by Lots 13, 12, 11, 10, 9, and 8 of a Sub-Division for Baxter Mitchelmore and Lloyd Piercey, south sixty nine degrees seventeen minutes twenty three seconds east (S 69° 17' 23" E) one hundred eleven decimal four five five (111.455) metres, more or less, to the point of beginning;

Containing an area of zero decimal six one (0.61) hectare, more or less, and being more particularly shown on Yates & Woods Limited drawing no. 90026-6 dated September 15, 1992.

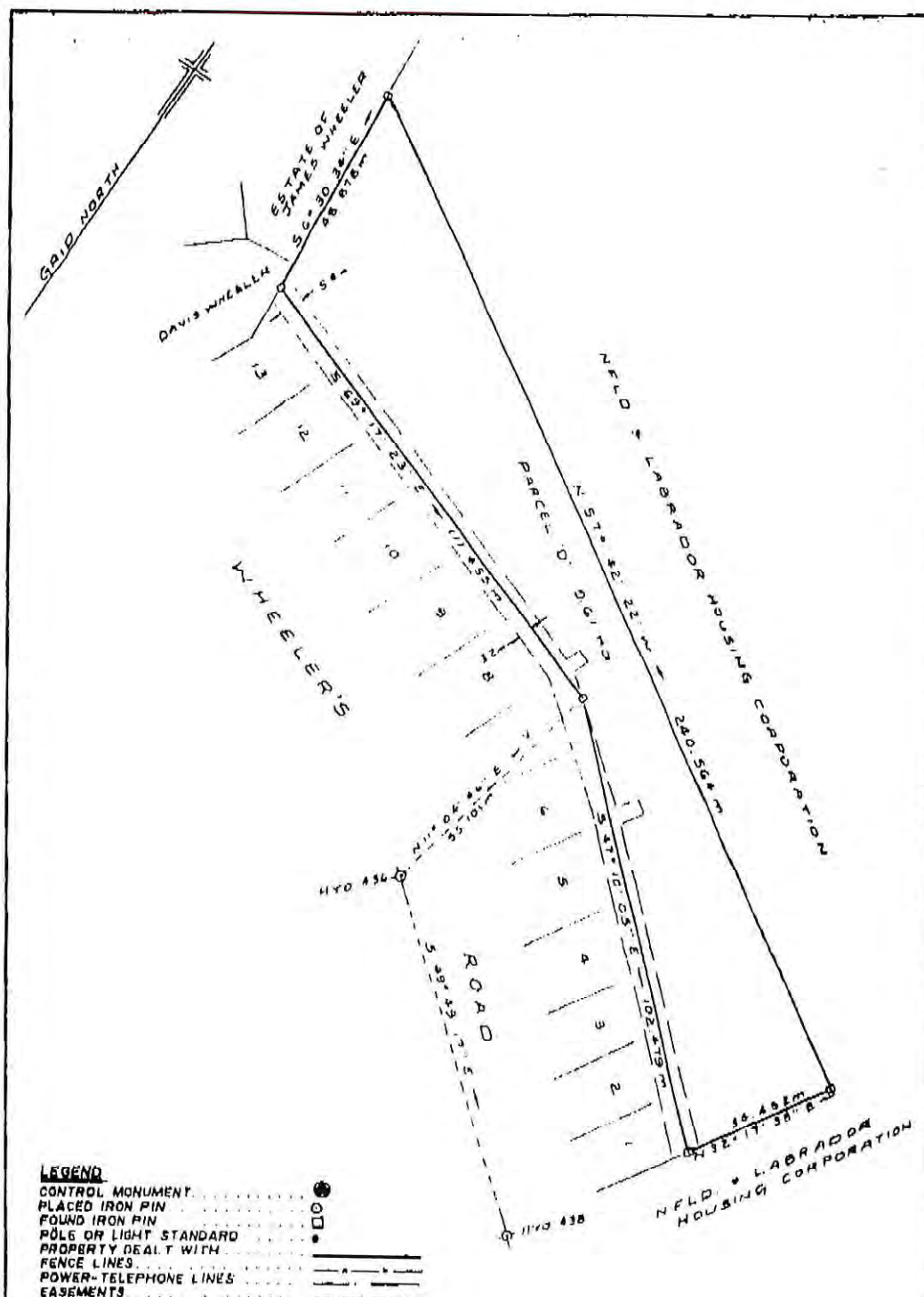
All bearings refer to Grid North.

Yates & Woods Limited





3 1 1 1 0 1 5 7 7



**YATES AND WOODS LTD.**  
 NEWFOUNDLAND LAND SURVEYORS  
 61 MAPLE VALLEY ROAD, P.O. BOX 434  
 CORNER BROOK, NFLD. A2H 6E3 TEL. 639-8177

**SURVEY PLAN OF LAND FOR**  
**BAXTER MITCHELMORE & LLOYD PIERCEY**  
**WHEELER'S ROAD, CORNER BROOK, NFLD.**

SCALE: 1:1000

DWG. NO. B0026-6

DATE: SEPT. 15, 1992.

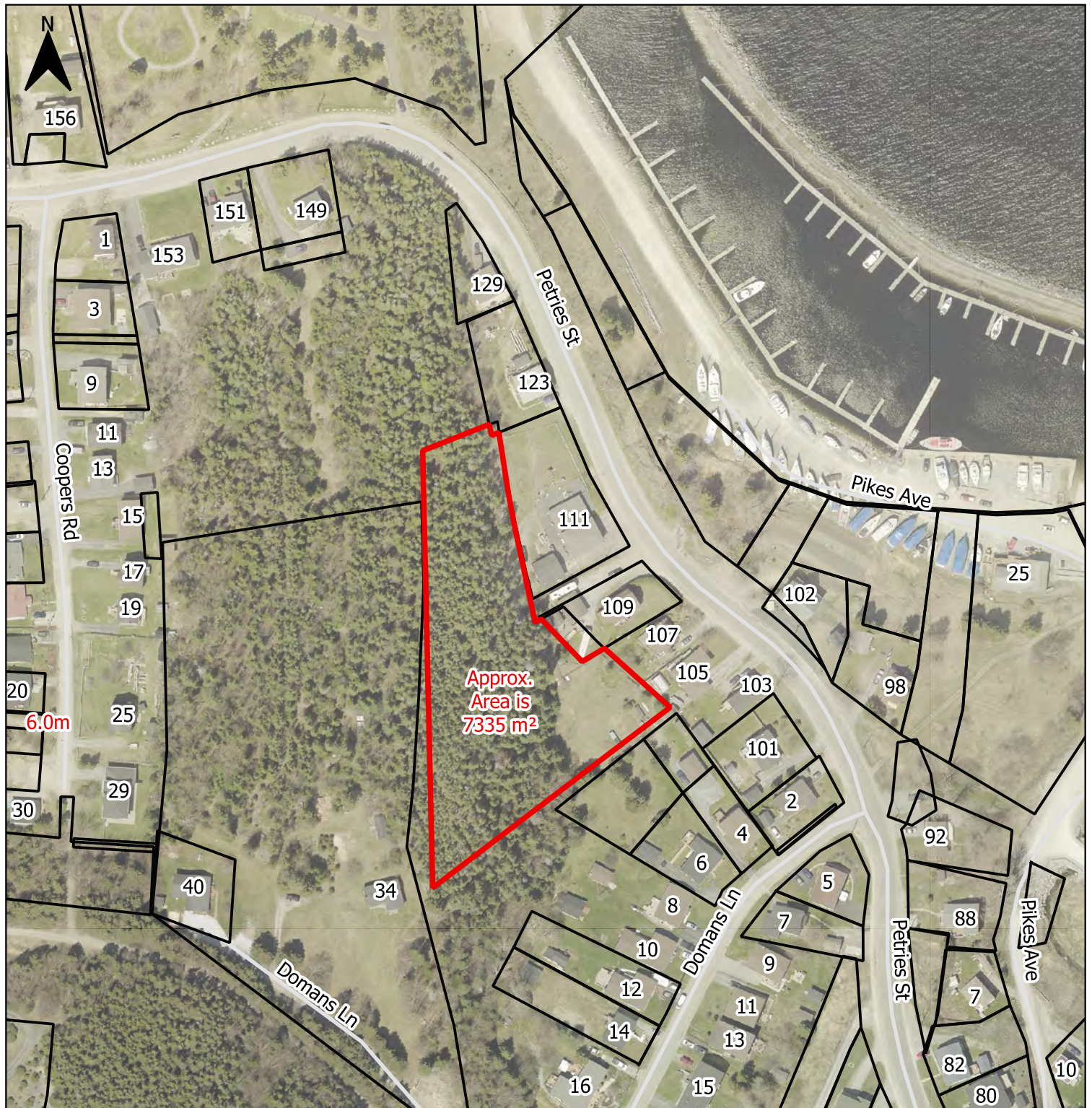








# Schedule "A"



## LEGEND

Location of Land  
Survey Master June 3 2021



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2021 Tax Auction  
Petries Street - Parcel ID 048353

DRAWN BY:

DATE:  
08-03-2021

SCALE:  
1:2000

FIGURE:  
1

APPROVED BY:  
BDUFFY

COORD SYS:  
NAD 1983 MTM ZONE 3

ZONE:  
RMD

REVISION:  
0

0 40 80 120 160 200 m





SCHEDULE "A"

595

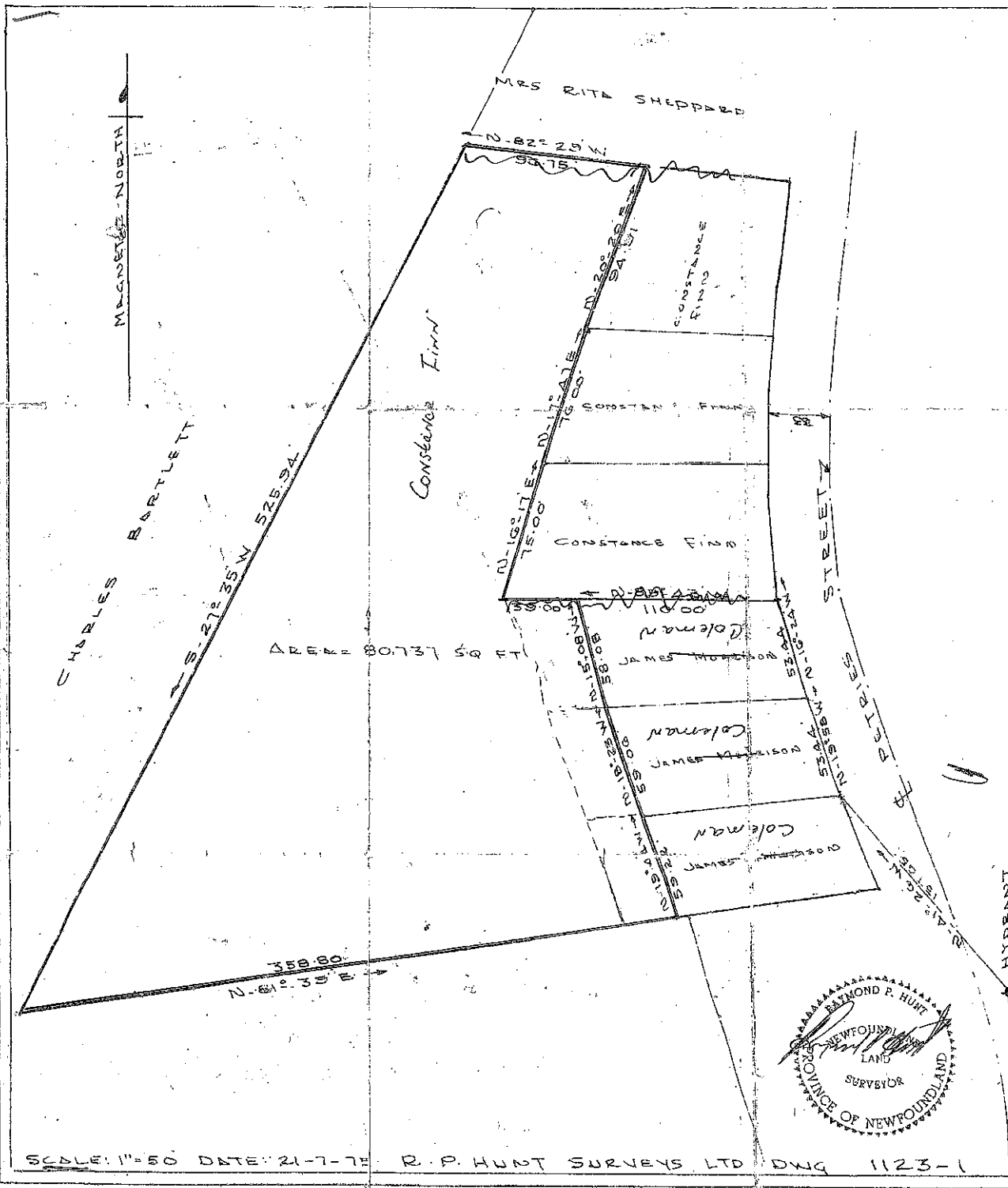
ALL THAT certain lot, piece or parcel of land situate lying and being West of Petries Street in the City of Corner Brook, Province of Newfoundland, being bounded and described as follows, that is to say: The starting point can be found by running North Forty-one (41) degrees Twenty-six (26) minutes West One Hundred Thirty-seven and Sixty-five Hundredths (137.65) feet from a fire hydrant on the Eastern side of Petries Street near Doman's Lane, thence North Nineteen (19) degrees Fifty-eight (58) minutes West Fifty-three and Forty-four Hundredths (53.44) feet, thence North Sixteen (16) degrees Twenty-four (24) minutes West Fifty-three and Forty-four Hundredths (53.44) feet, thence North Eighty-nine (89) degrees Forty-three (43) minutes West One Hundred Ten (110.00) feet. Thence from the above described starting point North Eighty-nine (89) degrees Forty-three (43) minutes West Thirty-nine (39.00) feet, thence by land of Constance Finn as follows; North Sixteen (16) degrees Seventeen (17) minutes East Seventy-five (75.00) feet, North Seventeen (17) degrees Forty-seven (47) minutes East Seventy-six (76.00) feet, North Twenty (20) degrees Twenty (20) minutes East Ninety-four and Ninety-one Hundredths (94.91) feet, thence by land of Mrs. Rita Sheppard North Eighty-two (82) degrees Twenty-nine (29) minutes West Ninety-six and Seventy-five Hundredths (96.75) feet, thence by land of Charles Bartlett South Twenty-seven (27) degrees Thirty-five (35) minutes West Five Hundred Twenty-five and Ninety-four Hundredths (525.94) feet, thence North Eighty-one (81) degrees Thirty-nine (39) minutes East Three Hundred



596

Fifty-eight and Eighty Hundredths (358.80) feet, thence by land of James Morrison as follows: North Nineteen (19) degrees Forty-four (44) minutes West Fifty-nine and Twenty-two Hundredths (59.22) feet, North Eighteen (18) degrees Twenty-three (23) minutes West Fifty-nine and Six Hundredths (59.06) feet, North Fifteen (15) degrees Eight (8) minutes West Fifty-eight and Eight Hundredths (58.08) feet to the starting point. The herein described lot is delineated in red on a plan hereto attached (R. P. Hunt Surveys Limited Dwg. No. 1123-1) and contains an area of Eighty Thousand Seven Hundred Thirty-seven (80,737) square feet, Bearings given are from the Magnetic Meridian.







3

501

1963

A

SCHEDULE "A"DESCRIPTION OF LAND BEING CONVEYED FROM CONSTANCE FINN TO  
RICK BRAKE, PETRIES STREET.*Excepting*

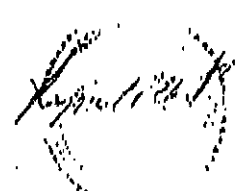
All that certain lot piece or parcel of land situate lying and being on the southern side of Petries Street in the City of Corner Brook, being bounded and described as follows, that is to say:

The starting point can be found by running north thirty-one degrees eighteen minutes west (  $N 31^{\circ} - 18' W$  ) two hundred thirty-nine and fifty-four hundredths ( 239.54 ) feet from a Hydrant on the northern side of Petries Street near property bearing Municipal No 102,

Thence from the above described starting point by property of Rick Brake as follows, north eighty-nine degrees forty-three minutes west (  $N 89^{\circ} - 43' W$  ) one hundred ten ( 110.00 ) feet, south fifteen degrees eight minutes east (  $S 15^{\circ} - 08' E$  ) fifty-eight <sup>eight</sup> and hundredths ( 58.08 ) feet, thence by property of the Vendor as follows, south eighty-seven degrees forty-seven minutes west (  $S 87^{\circ} - 47' W$  ) thirty ( 30.00 ) feet, north fifteen degrees eight minutes west (  $N 15^{\circ} - 08' W$  ) seventy-four and fifty-seven hundredths ( 74.57 ) feet, south eighty-nine degrees forty-three minutes east (  $S 89^{\circ} - 43' E$  ) one hundred forty and ninety-one hundredths ( 140.91 ) feet, thence along the southern side of Petries Street south thirteen degrees east (  $S 13^{\circ} - 00' E$  ) fifteen ( 15.00 ) feet to the starting point.

The herein described lot is shown and delineated in red on a plan hereto attached and contains an area of three thousand seven hundred seventy-one ( 3,771.00 ) square feet.

Bearings are from the magnetic meridian as observed in 1969.

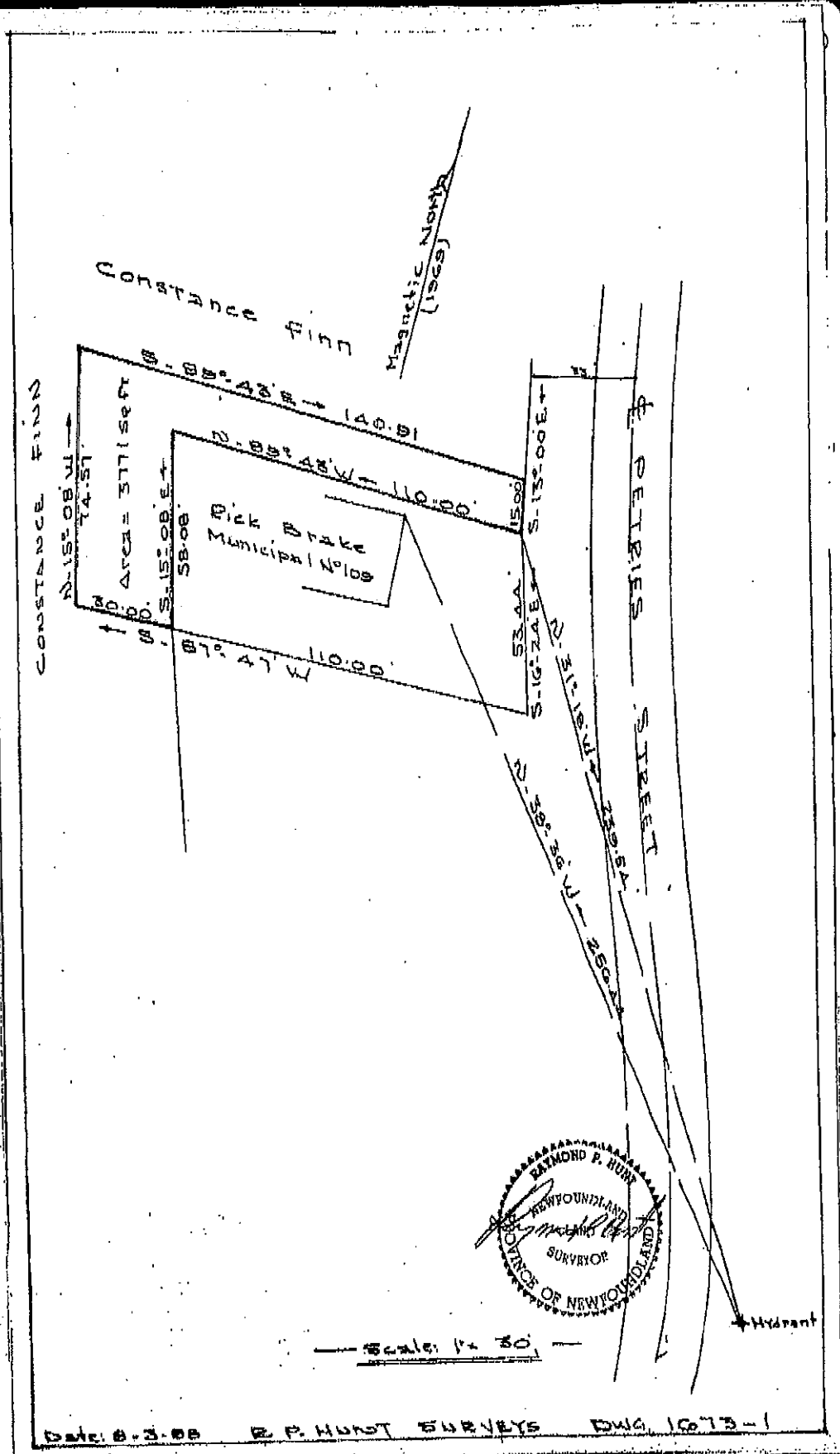




3

501

1964









# Schedule "A"



## LEGEND

Location of Land  
Survey Master June 3 2021



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2021 Tax Auction  
Gearyville Road - Parcel ID 045644

DRAWN BY:

DATE:  
08-03-2021

SCALE:  
1:750

FIGURE:  
1

APPROVED BY:  
BDUFFY

COORD SYS:  
NAD 1983 MTM ZONE 3

ZONE:  
OS

REVISION:  
0

0 15 30 45 60 75 m





Corner Brook City Council  
Gearyville Road  
PID 0456447045649

DESCRIPTION OF ~~LOT B~~ LAND FOR GREEN LANTERN WHOLESALERS LIMITED, GEARYVILLE

All that certain lot, piece or parcel of land situate, lying and being on the Eastern side of Gearyville Road in the City of Corner Brook, Newfoundland, being bounded and described as follows, that is to say:

The starting point being the intersection of the Eastern side of Gearyville Road with the Northern boundary of the Corner Brook Land Titles Act.

Thence from the above described starting point along the Eastern side of Gearyville Road in a Southwesterly direction two hundred and nine and two tenths (209.2) feet. Thence at right angles in a Southeasterly direction fifty-eight and fifty-nine hundredths (58.59) feet. Thence at an angle of eighty-seven degrees thirty minutes one second ( $87^{\circ} 30' 01''$ ) in a Northeasterly direction two hundred and sixteen and sixty-eight hundredths (216.68) feet to the Northern boundary of the Corner Brook Land Titles Act aforesaid. Thence along said boundary in a Northwesterly direction forty-nine and sixty-eight hundredths (49.68) feet to the starting point.

The herein described lot is shown delineated in red on a plan no. 281752 hereto attached whereon it is marked lot "B" and contains in area eleven thousand four hundred and eighty-two (11,482) square feet.

Also all that piece or parcel of land bounded and described as follows:

The starting point can be found running at right angles from Gearyville Road in a Northwesterly direction fifteen (15) feet from the most Southwest angle of the above described lot "B".

Thence from the above described starting point along the Western



side of Gearyville Road in a Northeasterly direction one hundred and thirty-seven (137) feet. Thence at right angles in a Northwesterly direction fifty-five (55) feet. Thence at right angles in a Northeasterly direction fifty-two and thirty-three hundredths (52.33) feet. Thence at an angle of eighty-two degrees forty-five minutes nineteen seconds ( $82^{\circ} 45' 19''$ ) in a Northwesterly direction sixty-eight and sixty-one hundredths (68.61) feet to a point twenty-five (25) feet from the centerline of the Canadian National Railway. Thence parallel to and twenty-five (25) feet from centerline of Railway in a Southwesterly direction thirty-five and seventy-six hundredths (35.76) feet to the beginning of a curve having a radius of nineteen hundred and ten and one tenth (1,910.1) feet. Thence along the curve Southwesterly at twenty-five (25) feet from the centerline of the Railway, one hundred and twelve (112) feet. Thence in <sup>a</sup> A Southeasterly direction radial to curve eight (8) feet. Thence at an angle of eighty-eight degrees forty-four minutes thirty seconds ( $88^{\circ} 44' 30''$ ) in a Southerly direction eighty-five and thirty-two hundredths (85.32) feet. Thence at an angle of eighty-eight degrees forty-four minutes thirty seconds ( $88^{\circ} 44' 30''$ ) in a Northwesterly direction eight (8) feet to a point twenty-five (25) from the Centerline of the Railway. Thence continuing Southwesterly at twenty-five (25) feet from Centerline of Railway and on said curve seventy-seven and fifty-eight hundredths (77.58) feet to end of curve. Thence continuing eleven and <sup>Seventeen Hundredths</sup> ~~eight-tenths~~ (11.8) feet Southwesterly. Thence at an angle of ninety-three degrees <sup>four</sup> ~~one~~ minute <sup>fourteen</sup> ~~seconds~~ ( $93^{\circ} 01'$ ) Southeasterly nineteen and ninety-four hundredths (19.94) feet. Thence at right angles Northeasterly one hundred and thirty-seven (137) feet.



Thence at right angles Southeasterly fifty-five (55) feet to the starting point.

The herein described lot is shown delineated in red on a plan 281752 hereto attached marked lot "A" and contains in area nineteen thousand <sup>EIGHT</sup> <sup>Three</sup> <sup>803</sup> nine hundred and <sup>^</sup>seventy-three (19,973) square feet.

10 March 1966.





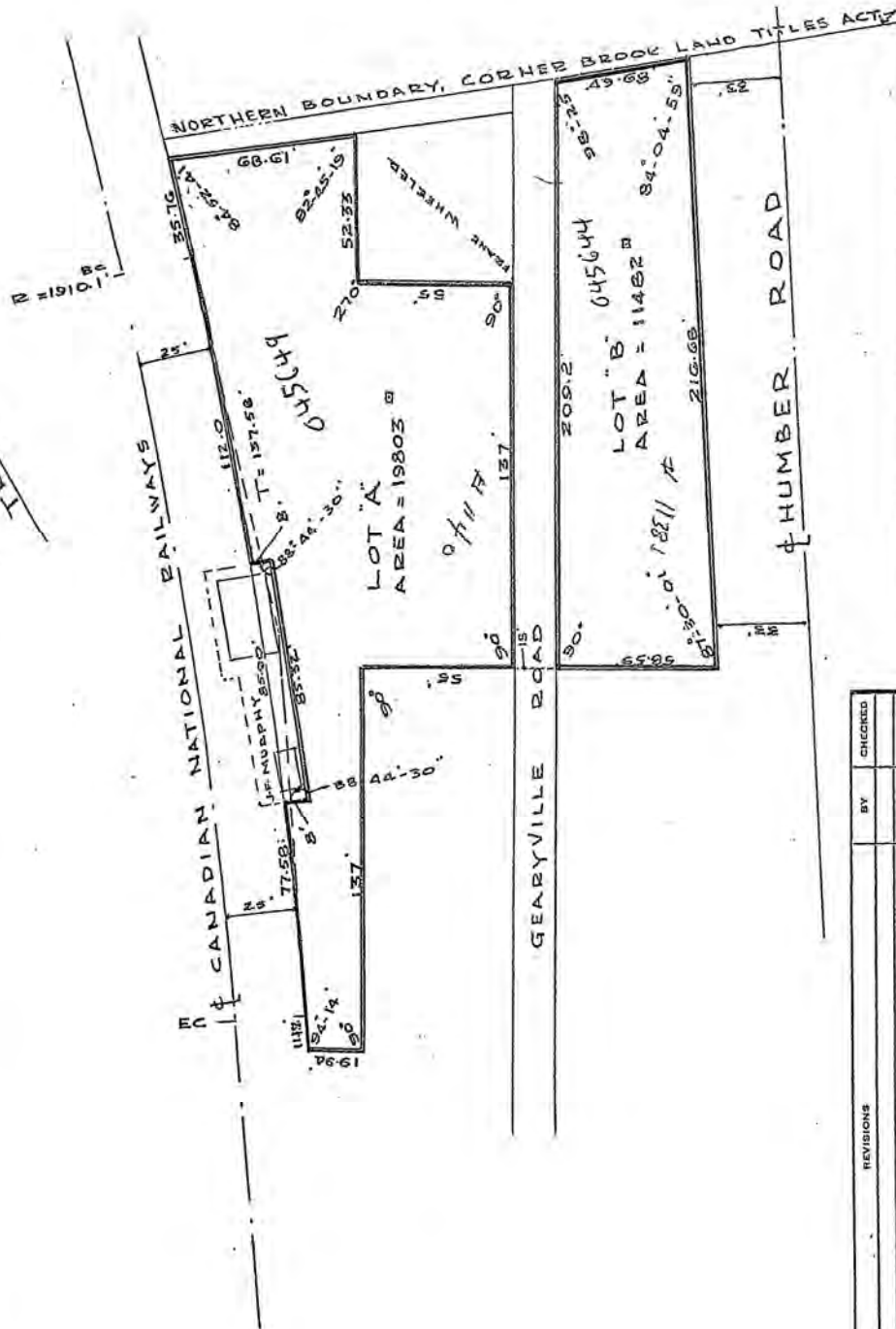
13401

JOH. NO.

CHECKED BY \_\_\_\_\_

7183

WHOLESALE LTD GARYVILLE



40 281752

[illegible]

MOORE ALUMINUM TOOL CO.  
① TOLLING FARM







# Schedule "A"



## LEGEND

Location of Land  
Survey Master June 3 2021



## NOTES

1. Unless otherwise noted, all dimensions are in metres.
2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook.
3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcel is approximate as no survey is available



2021 Tax Auction  
233 Humber Road - Parcel ID 046773

DRAWN BY:

DATE:  
08-03-2021

SCALE:  
1:500

FIGURE:  
1

APPROVED BY:  
BDUFFY

COORD SYS:  
NAD 1983 MTM ZONE 3

ZONE:  
RMD

REVISION:  
0

0 10 20 30 40 50 m





**SCHEDULE "A"**

**ALL THAT** piece or parcel of land situate at Humbermouth, bounded and abutted as follows, that is to say, commencing at its South-West angle, marked "A" on the attached plan, which point lies on the North boundary line of the Corner Brook-Deer Lake Highroad, and abutts the South East angle of land of Samuel Ford, thence it continues by land of the said Samuel Ford North twenty eight degrees thirty minutes East measuring twenty-four (24) feet more or less, and North forty four degrees East measuring twenty-eight (28) feet more or less; thence by land of the said Samuel Ford South forty degrees thirty minutes East measuring forty-five (45) feet more or less, and by land of Garland Park measuring Four (4) feet more or less; thence by land of Garland Park South forty nine degrees West measuring forty-eight (48) feet more or less; thence by and along the North boundary line of the said Highroad North-Westerly measuring forty-three (43) feet more or less to the place of commencement, with everything therein and thereon.



C. J. Jensen

[illegible]

1.20 feet  
w. v.







# Schedule "A"



## LEGEND

Location of Land  
Survey Master June 3 2021



## NOTES

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3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcel is approximate as no survey is available



2021 Tax Auction  
Ezekiels Lane - Parcel ID 208836

DRAWN BY:

DATE:  
08-03-2021

SCALE:  
1:750

FIGURE:  
1

APPROVED BY:  
BDUFFY

COORD SYS:  
NAD 1983 MTM ZONE 3

ZONE:  
RMD/OS

REVISION:  
0

0 15 30 45 60 75 m





## Schedule A

DESCRIPTION OF LAND FOR  
GARY EVOY  
Moores Lane  
Corner Brook

All that piece or parcel of land lying north of Humber Road, and south of Moores Lane, in the City of Corner Brook, in the Province of Newfoundland and Labrador, being further bounded and described as follows:

Beginning at a point on the southerly limit of Moores Lane, the said point being the easterly angle of the herein described parcel of land, the said angle having co-ordinates of North 5,424,834.873 and East 345,967.406;

RUNNING THENCE from the above described point of beginning by the southerly limit of Moores Lane, south eighty four degrees thirty six minutes twelve seconds west (S 84° 36' 12" W) seventeen decimal zero seven zero (17.070) metres, to a point, and along a curve having a radius of forty two decimal seven (42.7) metres, to a point being distant twenty two decimal eight one three (22.813) metres, as measured on a bearing of north seventy nine degrees fifty four minutes forty three seconds west (N 79° 54' 43" W) from the last mentioned point;

THENCE RUNNING by land of the City of Corner Brook, south sixteen degrees fifty nine minutes thirty five seconds west (S 16° 59' 35" W) sixty decimal two four seven (60.247) metres;

THENCE RUNNING by Crown Land, south eighty one degrees seven minutes five seconds east (S 81° 07' 05" E) seventeen decimal five five zero (17.550) metres;

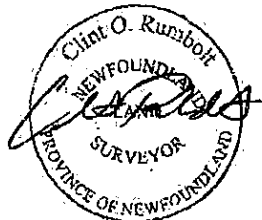
THENCE RUNNING by land of Albert Buckle, north sixteen degrees fifty nine minutes thirty five seconds east (N 16° 59' 35" E) thirty eight decimal seven six nine (38.769) metres, and south eighty two degrees fifteen minutes twenty seconds east (S 82° 15' 20" E) twenty one decimal three three four (21.334) metres;

THENCE RUNNING by land of James Caines, north sixteen degrees fifty nine minutes thirty five seconds east (N 16° 59' 35" E) twenty four decimal eight one eight (24.818) metres, more or less, to the point of beginning;

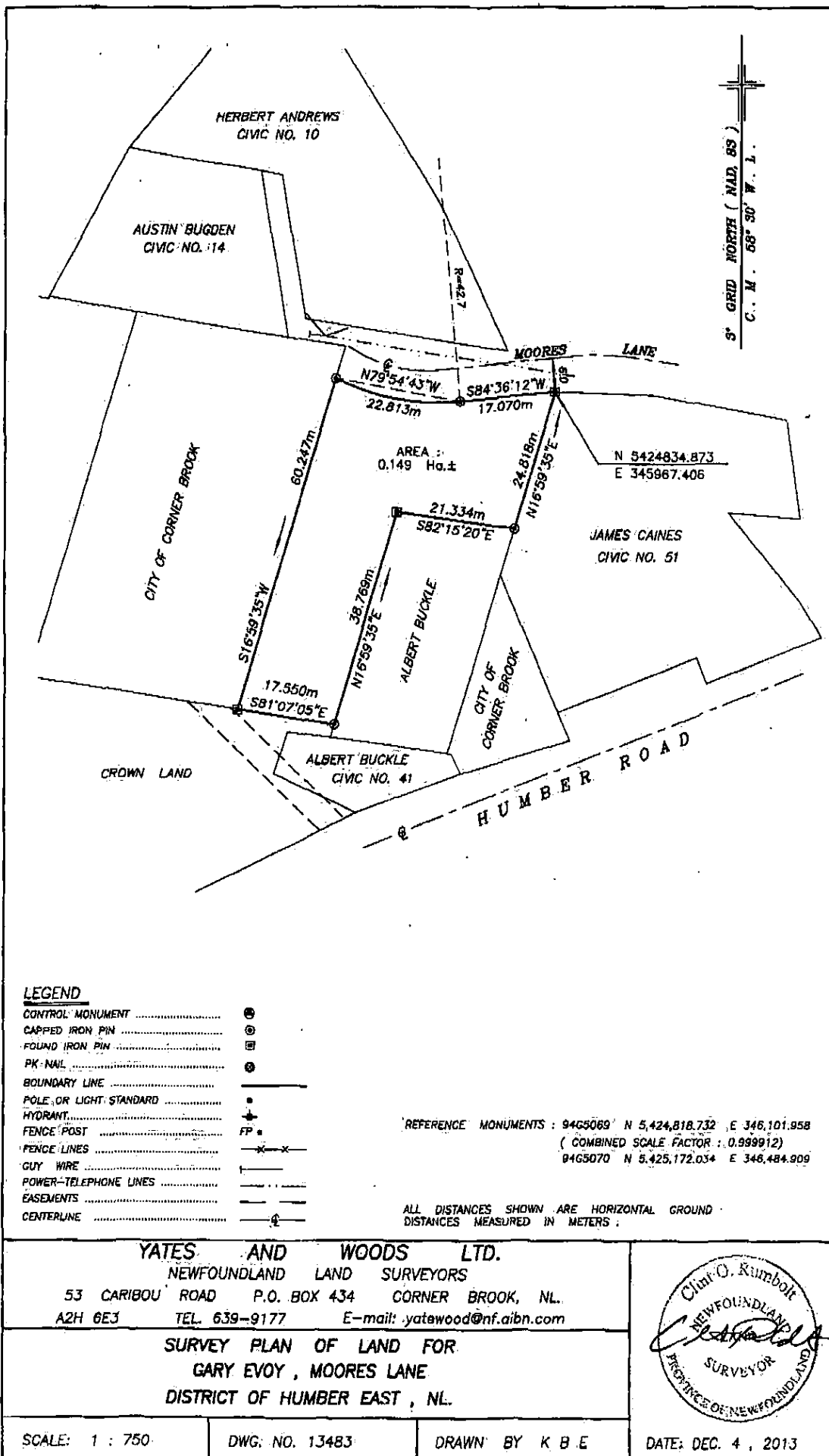
Containing an area of zero decimal one four nine (0.149) hectare, more or less, and being more particularly shown on Yates and Woods Limited drawing no. 13483, dated December 4, 2013;

All bearings refer to 3° Grid North (NAD 1983) as referred to the Transverse Mercator Projection for Newfoundland with the Central Meridian at 58° 30' west longitude;

Yates and Woods Limited













# Schedule "A"



## LEGEND

Location of Land  
Survey Master June 3 2021



## NOTES

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3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcel is approximate as no survey is available



2021 Tax Auction  
8 Batstones Lane - Parcel ID 042772

DRAWN BY:

DATE:  
08-03-2021

SCALE:  
1:500

FIGURE:  
1

APPROVED BY:  
BDUFFY

COORD SYS:  
NAD 1983 MTM ZONE 3

ZONE:  
DTR

REVISION:  
0

0 10 20 30 40 50 m





## SCHEDULE "B"

ALL THAT piece or parcel of land lying west of Batstones Lane in the City of Corner Brook and being further bounded and described as follows:

Starting at a point, said point being found by running from the easterly corner of the concrete foundation under the dwelling of Irving Batstone south fourteen (14) degrees twenty-eight (28) minutes twenty-eight (28) seconds west thirty-seven and eighteen hundredths (37.18) feet;

Running thence from the above described starting point by land of Irving Batstone north sixty-four (64) degrees forty-nine (49) minutes thirty-six (36) seconds east forty-seven and twenty-nine hundredths (47.29) feet;

Thence along the westerly limit of Batstones Road south twenty-four (24) degrees thirty-nine (39) seconds east forty-one and eighty-one hundredths (41.81) feet;

Thence by land of Douglas Watson south sixty-eight (68) degrees forty-six (46) minutes twenty-two (22) seconds west forty-seven and seventy-five hundredths (47.75) feet and north twenty-three (23) degrees twenty-four (24) minutes twelve (12) seconds west thirty-eight and fifty-three hundredths (38.53) feet to the starting point;

Containing in all one thousand nine hundred eight (1908) square feet more or less and being more particularly shown and delineated on the attached plan whereon it is outlined in red.

INITIALS

SD.
ED

All bearings given are from the True North. Registered...4.....day...May.....

A.D. 1988...at 11:45 o'clock...A.M.

Roll...507.....Frame...389.....

Fee Paid...62.00...Rec. No...470417...

*William P. Gillis*

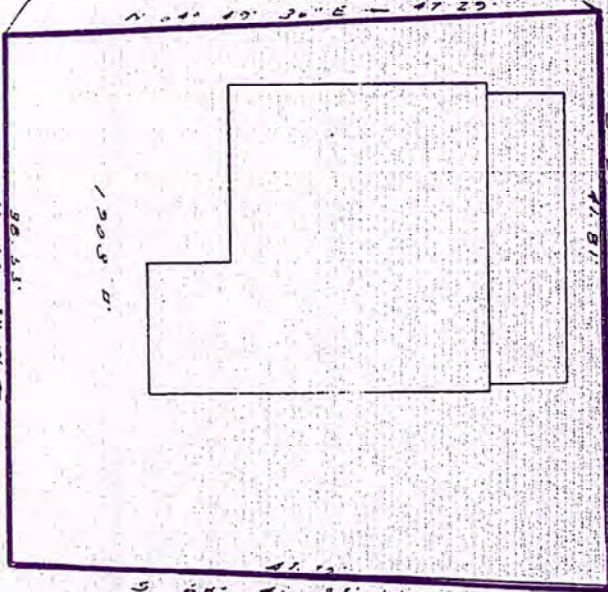
Registrar of Deeds (Mfld.)



IRVING BOSTONS

BASTONES

LANE

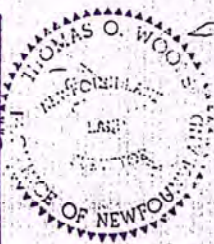


DOUGLAS

NO-507

INITIALS

SD
ED



DOUGLAS NO-507







### **Auction Process**

1. There are three officials from the City of Corner Brook carrying out the auction. One official will conduct the auction and accept bids; the second official will acknowledge each bidder who has indicated their intention to place a bid in accordance with clause 5 below; and the third official will be recording each bid submitted for each property being offered for sale at this auction;
2. Purchasers will be required to submit cash, certified cheque or bank draft for the required deposit;
3. At the conclusion of each property offering at the auction, the successful bidder must pay down an immediate deposit by cash or certified cheque of \$500.00 and shall immediately sign an Agreement of Purchase and Sale. The successful bidder will then be given until 5:00 pm of the same day to bring the remaining deposit that is sufficient enough to represent 10% of the purchase price or in the case where the purchase price is less than \$5000.00, the \$500.00 deposit paid upon the signing of the Agreement of Purchase and Sale shall be sufficient. The balance of the purchase price shall be due on closing.
4. An individual must be registered and have a "number" assigned to him/her, in order to bid on a property;
5. When bidding on a property, each individual is required to raise the number assigned to him or her above their head and wait to be acknowledged by a representative from the City seated at the auction table;
6. Once bidding has commenced on one of the properties listed in clause 8 below, no more registrations will be accepted for those individuals interested in submitting a bid on said property;
7. The properties will be auctioned in the following order:
  - To be Determined
8. In accordance with the City of Corner Brook Act, R.S.N.L. 1990, c. C-15 the following stipulation shall apply, as per section 162.5 (3); the City, by an official or agent, may bid for and purchase real property being sold to satisfy taxes, interest and other expenses due.
9. When bidding stops on a property being sold at this auction, the City will advise if the reserve price has not been satisfied and will continue accepting bids on the property. If no further bids are submitted and the reserve price has not been satisfied, the City may in accordance with the City of Corner Brook Act bid on the property, as stipulated in clause 9 above.



10. Any property not sold at this auction for an amount to satisfy any of the taxes, interest and expenses outstanding and is not purchased by the City of Corner Brook for said taxes, interest and expenses outstanding will be offered for sale at another place, date and time as specified in an advertisement in a local newspaper.
11. The City shall only supply the Purchaser with the survey and legal description of the Property which it has in its possession and should a new survey and legal description be required to complete the transaction, it shall be at the expense of the Purchaser.



**AGREEMENT OF PURCHASE AND SALE**

At the sale of auction made this day of the property described in the annexed Schedule marked "A" situate at **Location of Property and Parcel ID**, (the "Property") Corner Brook, NL, Canada, **Name of Purchaser** was the highest bidder for and was declared the Purchaser of the said property at a price of **(\$\$\$\$)** and the said Purchaser has paid into the hands of the City Clerk for the City of Corner Brook the sum of **(\$10% of bid amount)** by way of a deposit and, in part, payment of the purchase price as required in the Conditions of Sale read at the time of sale and the said Purchaser **HEREBY AGREES** to complete the purchase according to those Conditions (a copy of which said "Conditions of Sale" is attached hereto as Schedule "B").

**DATED** at the City of Corner Brook, in the Province of Newfoundland and Labrador, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PURCHASER

CITY OF CORNER BROOK

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Mayor or Deputy Mayor

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
City Clerk or City Manager



**SCHEDULE "A"**

**LEGAL DESCRIPTION & SURVEY**

SAMPLE



## **SCHEDULE "B"**

### **CONDITIONS OF SALE**

**IN THE MATTER OF** the sale by Public Auction of  
the lands and premises of \_\_\_\_\_  
situate at \_\_\_\_\_, Corner Brook, NL,  
on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock in  
the fore/after-noon pursuant to a statutory Sale by  
Auction under and by virtue of Sections 162.5 & 162.6 of the  
*City of Corner Brook Act*, R.S.N.L 1990, c. C-15.

The conditions of sale of the property described in the annexed Schedule marked "A":

1. The property described in the annexed Schedule "A" (hereinafter the "Property") shall be sold in one (1) lot.
2. The highest bidder at the sale shall not necessarily be the Purchaser of the Property offered for sale.
3. The City of Corner Brook (hereinafter the "City") may bid at the public auction and/or place a reserve bid.
4. The City has the right to reject any and all bids, and the auction shall be conducted subject to this right. The City also reserves the right to cancel the auction process at any time without notice.
5. The Purchaser shall immediately, upon the Property being knocked down to him or her, sign the Agreement of Purchase and Sale and pay a deposit of Ten (10%) percent of the purchase price by cash, certified cheque or bank draft to the City and shall pay any balance of the purchase price to the City on closing.
6. This agreement shall be completed on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (hereinafter called the "closing" or "closing date").



7. The Property is to be conveyed subject to any claims of the Crown and any existing right of ways or easements located on and under The Property which shall include but not be limited to waterlines, sanitary and storm sewer systems. The Purchaser agrees to register the Deed with the Registry of Deeds for Newfoundland and Labrador forthwith after closing and to pay any costs of registration. In the event that the Buyer does not retain a lawyer to represent the Buyer on this purchase, the Buyer agrees that the cost of registration of the Deed will be added to the Purchase Price payable by the Buyer to the Sellers on closing and the Sellers will arrange registration of the original Deed which would then be delivered to the Buyer immediately upon the Sellers having received the Registered Deed from the Registry of Deeds.
8. The City offers no representation or warranty whatsoever as to title or condition of the lands and premises to be sold pursuant to the public auction. The condition of the lands and premises is solely a matter of inspection by the prospective Purchaser prior to the public auction and the question of title is solely a matter of investigation by the Purchaser in accordance with the provisions of Clauses 10 and 11 of these conditions of sale.
9. The Purchaser shall have vacant possession, the latter of either the closing date or the date that vacant possession is available to the City.
10. In the case of the Purchaser making default in paying down the said deposit of Ten (10%) percent of the purchase price immediately upon the Property being knocked down to him or her, or fails to sign this Agreement of Purchase and Sale, the Property may be immediately again offered for sale and sold upon the terms and conditions herein contained.
11. If the Purchaser shall fail to comply with any of the conditions herein, the deposit and all other payments made on the purchase price shall be forfeited and the premises may be resold and the deficiency, if any, after such resale, together with all charges attending the same or occasioned by the default, including legal fees and disbursements incurred by the City are to be paid by the Purchaser.
12. Except in accordance with paragraph 11 hereof, the Property is being offered for sale **SUBJECT TO** claims of the Crown and easements and the Purchaser shall not make any objection to or requisition on account of any such lien or charge.



13. The Purchaser shall be allowed Ten (10) days from the date of the public auction to search title and if within that time he shall furnish the Solicitor for the City in writing with any claims of the Crown or easements which the said City shall be unable or unwilling to remove, then the deposit made by the Purchaser shall be returned and this Agreement shall be void and of no effect. If no written objections are received by the Solicitor for the City within the ten (10) day period, the Purchaser shall be deemed to have accepted the title of the City.
14. An HST Warranty and Affidavit shall not be provided by the City.
15. A Urea Formaldehyde Foam Insulation Warranty shall not be provided by the City.
16. The City shall only supply the Purchaser with the survey and legal description of the Property which it has in its possession and should a new survey and legal description be required to complete the transaction, it shall be at the expense of the Purchaser.
17. Time shall be of the essence of these conditions and of the Agreement of Purchase and Sale.
18. **AS IS/WHERE IS.**
  - a. The Purchaser acknowledges and agrees that the Property is being sold and The Purchaser is purchasing The Property on an *as is, where is* basis, and The City shall have no liability or obligation with respect to the value, state or condition of The Property and any deficiencies in the Property or repairs, replacements or other work required with respect to the Property, environmental or otherwise. Not in any way limiting the generality of the foregoing, the Purchaser acknowledges and accepts that the City offers no warranties and makes no representations whatsoever regarding the existence or non-existence of hazardous materials and/or contamination on or in the Property that could be detrimental to the environment. The City assumes no liability or obligation with respect to the value, state or condition of the Property and any deficiencies therein or repairs, replacements or other work required with respect to the environmental condition of the Property.
  - b. The Purchaser acknowledges and agrees that the City make no representations or warranties of any kind express or implied that the present use or the future intended use by The Purchaser are or will be lawful or permitted or as to the suitability of The Property for the Development or any other use or



development.

19. **AUTHORIZATION**

Prior to closing, and at the sole expense of the Purchaser, the City shall permit the Purchaser to conduct an environmental assessment of the Property, which may involve a soil inspection including drilling and the removal of soil samples for the purpose of analysis. The Purchaser shall be responsible for all damage to the Property caused by all test and inspections performed by or on the Purchaser's behalf as contemplated in this section and all such damage shall be repaired to its original condition by the Purchaser at its sole expense. This obligation shall survive any termination of this agreement. It is **further understood and agreed** that:

- a. Any environmental assessment on the Property will be performed by a duly licensed environmental engineering firm; and
- b. The Purchaser shall have the option to terminate this agreement of Purchase and Sale with the City if the said environmental assessment performed by the duly licensed environmental engineering firm determines there is contamination on the Property that is beyond the amount of \$50,000 to remediate.

20. **CONFIDENTIALITY**

The Purchaser acknowledges, covenants and agrees that all information and documentation obtained by the Purchaser pertaining to the Property and all copies thereof together with any analysis, compilation, studies or other documents obtained by the Purchaser or its agents, representatives or employees which contain or otherwise reflect such information or documentation (collectively the "Confidential Information") is confidential and as such:

- a. Will be kept confidential and will not be:
  - i. Used in any way detrimental to the City or the owner;
  - ii. Used by the Purchaser, or any of its agents, representatives or employees, for any purpose other than in connection with the contemplated purchase of the Property and the financing thereof.
- b. Nothing herein shall restrict or prohibit the Purchaser from disclosing Confidential Information to its consultants, advisors, agents, lenders and solicitors so long as such parties agree to keep such Confidential Information confidential or the Purchaser receives such other assurances which are acceptable to it. The Confidential Information referred to in this Section shall not include:
  - i. Public information or information in the public domain at the time of receipt by a party or its consultants, agents, advisors and solicitors;
  - ii. Information which becomes public through no fault or act of a party or its consultants, agents, advisors or solicitors; or



- iii. Information received in good faith from a third party lawfully in the possession of the information and not in breach of any confidential obligations.

21. **INDEMNIFICATION**

That, notwithstanding any other terms, covenants and conditions contained in this Agreement, the Purchaser shall indemnify the City and its officers, employees, contractors and agents and save each of them harmless from and against any and all loss, claims, actions, damages, liability and expenses in connection with loss of life, personal injury, damage to Property or any other loss or injury whatsoever arising from or out of use of the Property for inspection purposes or any occurrence in, upon or on the Property, if occasioned by any act or omission of the Purchaser or by anyone permitted to be on the Property in such capacity as a contractor, agent, employee or representative of the Purchaser. If the City or any one or more of the above named persons shall, without fault on its part, be made a party to any litigation commenced by or against the Purchaser, then, the Purchaser shall protect, indemnify and hold the City and all such persons harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the City and all such persons in connection with any such litigation. The Purchaser shall pay all costs, expenses and legal fees (on a solicitor-client basis) that may be incurred or paid by the City in enforcing the terms, covenants and conditions of the Agreement.

22. **SURVIVE CLOSING**

All warranties, representations, indemnities, and “save harmless” provisions contained in this agreement shall survive closing unless otherwise stated in this agreement.

23. **OVERDUE PAYMENTS**

In the event that the Purchaser does not pay any amounts owing to the City under the provisions of this Agreement within thirty (30) days of the City having provided notice to the Purchaser that the amount is due and owing, including but not limited to any amounts due and owing under any indemnity and save harmless provisions of this agreement, the City may commence legal action to collect the sums owing and the Purchaser shall pay any and all costs and expenses the City incurs, including but not limited to the cost of the City’s legal representation on a solicitor-client basis and compound interest on any amounts due and owing at a rate of 5% per annum commencing on the date the City’s first provide notice to the Buyer in accordance with this provision.

24. **BINDING**



This agreement shall enure to the benefit of and be binding upon the parties hereto, its heirs, executors, administrators, successors and assigns.

25. **NO COLLATERAL AGREEMENTS**

There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Property and which may be modified only by further written agreement under seal.

26. **SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable.

27. **JURISDICTION**

This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws in effect in the Province of Newfoundland and Labrador, and the laws of Canada, as applicable. In the event any matter under this contract requires court action, the parties agree to attorn to the jurisdiction of the court of competent jurisdiction in or nearest to the City of Corner Brook.

28. **DOCUMENTS**

The parties will, at any time, and from time to time execute and deliver to the other any document or documents that the other reasonably requires to give effect to the terms of this Agreement.

29. **GENDER/NUMBERS**

This agreement is to be read with all changes of gender or number required of the context.

30. **HEADINGS**

The headings contained in this Agreement are for convenience only and do not affect the meaning of any of the provisions of this Agreement.



SAMPLE