

# **BYLAW NO. 9721**

## **The Zoning Amendment Bylaw, 2020 (No. 19)**

The Council of The City of Saskatoon enacts:

### **Short Title**

1. This Bylaw may be cited as *The Zoning Amendment Bylaw, 2020 (No. 19)*.


### **Purpose**

2. The purpose of this Bylaw is to authorize the Rezoning Agreement which is annexed hereto as Appendix "B".

### **Zoning Bylaw Amended**

3. The Zoning Bylaw No. 8770 is amended in the manner set forth in this Bylaw.

### **R2 District to RM3 District**

4. The Zoning Map, which forms part of Bylaw No. 8770, is amended by rezoning the lands described in this Section and shown as  on Appendix "A" to this Bylaw from an RM2 District to an M3 District:

Civic Address:	727 Hart Road
Surface Parcel No.:	203079337
Legal Land Description:	Blk/Par BB, Plan 102177862 Ext. 0; and

Civic Address:	803 Hart Road
Surface Parcel No.:	203078886
Legal Land Description:	Blk/Par AA, Plan 102177862 Ext. 0.

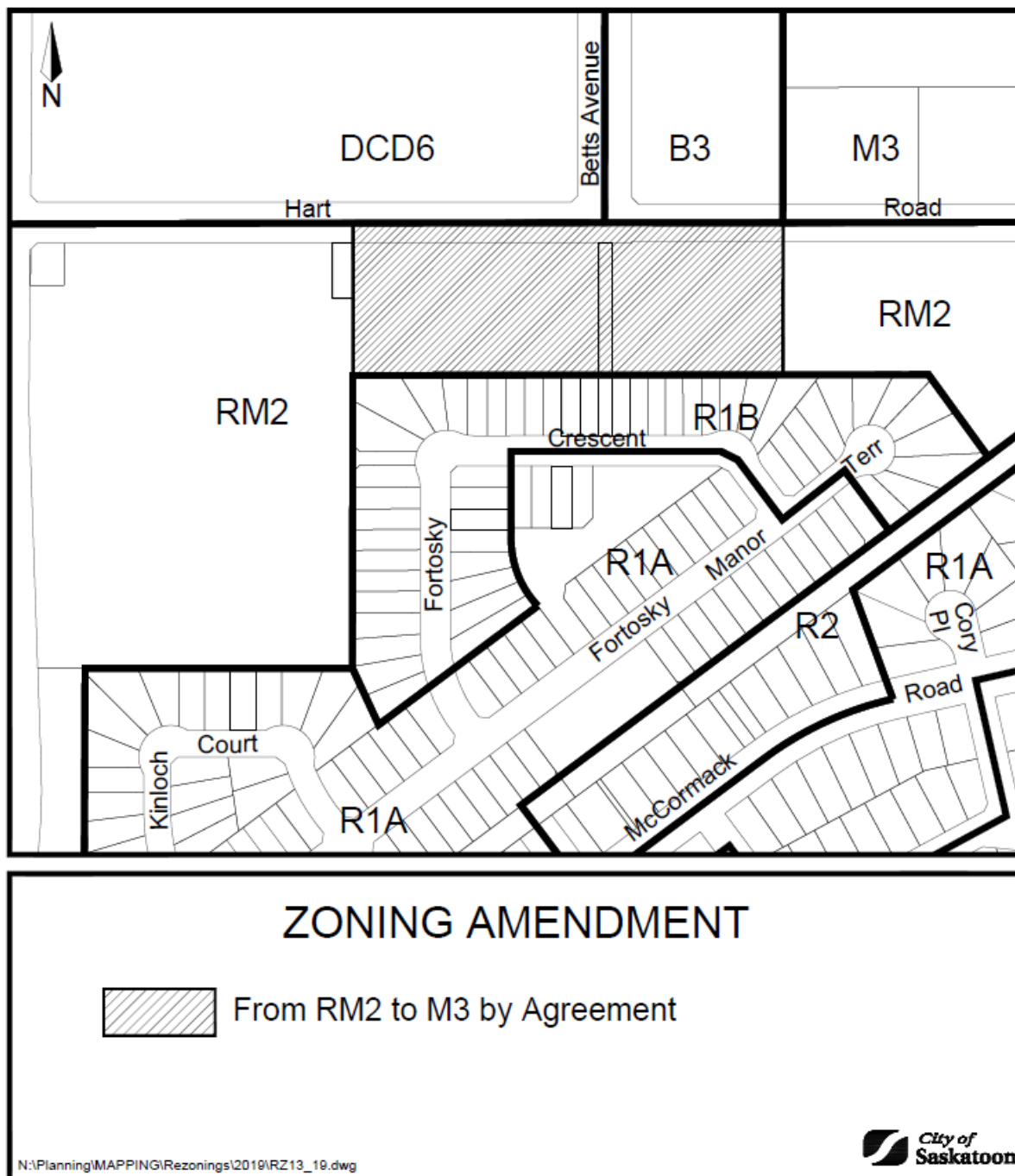
### **Execution of Agreement Authorized**

5. The Mayor and City Clerk are authorized to execute the Rezoning Agreement annexed as Appendix "B" to this Bylaw.

- Read a third time and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

City Clerk

## Appendix "A"



## **Appendix "B"**

### **Rezoning Agreement**

This Agreement made effective this 28<sup>th</sup> day of September, 2020.

Between:

**City of Saskatoon**, a municipal corporation pursuant to the provisions of *The Cities Act*, S.S. 2002, Chapter C-11.1 (the "City")

- and –

**Camponi Housing Corp.**, a Saskatchewan non-profit membership corporation pursuant to the provisions of *The Non-profit Corporation Act*, 1995, S.S. 1995, Chapter N-4.2 carrying on business in the City of Saskatoon, in the Province of Saskatchewan ( the "Owner")

#### **Whereas**

- A. Subject to its compliance with the terms and conditions of a Sale Agreement between the City and the Owner relating to the following lands, the Owner will become the registered owner of the land described as follows:

Civic Address:	727 Hart Road
Surface Parcel No.:	203079337
Legal Land Description:	Blk/Par BB, Plan 102177862 Ext. 0; and

Civic Address:	803 Hart Road
Surface Parcel No.:	203078886
Legal Land Description:	Blk/Par AA, Plan 102177862 Ext. 0

(the "Land").

- B. The Owner has applied to the City for approval to rezone the land from an RM2 District to an M3 District to allow for the development of the proposal specified in this Agreement.
- C. The City has approved the Official Community Plan, which pursuant to Section 69 of *The Planning and Development Act, 2007*, contains guidelines respecting the entering into of agreements for the purpose of accommodating requests for the rezoning of land.

- D. The City has agreed, pursuant to the provisions of Section 69 of *The Planning and Development Act, 2007*, to rezone the Land from an RM2 District to an M3 District, subject to this Agreement.

Now therefore this Agreement witnesseth that the Parties hereto covenant and agree as follows:

### **Land to be Used in Accordance with Agreement**

1. The Owner agrees that, upon the Land being rezoned from an RM2 District to an M3 District, none of the Land shall be developed or used except in accordance with the terms and conditions set out in this Agreement.

### **Use of Land**

2. The Owner agrees that the use of the Land will be restricted to:
- (a) A dwelling group consisting of multiple-unit dwellings and special needs housing;
  - (b) Personal service trades and health clubs;
  - (c) Restaurants accessory to and located within a principal building;
  - (d) Retail accessory to and located within a principal building
  - (e) Child care centres and preschools for up to 30 children at any one time;
  - (f) Public library;
  - (g) Offices; and
  - (h) Community Centre.

### **Development Standards**

3. The development standards applicable to the Land shall be those applicable to an M3 District except as follows:
- (a) Building height shall not exceed a maximum of 11.8 metres to peak of roof and three storeys;

- (b) The maximum building floor area of each restaurant or retail store on the site shall not exceed 325 square metres;
- (c) The maximum building floor area for restaurants, retail and personal service trades on the site shall not exceed a total of 1,525 square metres;
- (d) Restaurant and retail uses shall be located at grade level;
- (e) The maximum floor area for offices on the sites shall not exceed 2000 square metres;
- (f) The maximum floor area for a health club on the sites shall not exceed 745 square metres;
- (g) Minimum Front Yard Setback of 1.5 meters;
- (h) Minimum Rear Yard Setback of 6 meters;
- (i) Exterior access to uses are permitted; and
- (j) All other development standards shall conform to relevant Sections of the Zoning Bylaw.

## **Parking**

- 4. The parking standards applicable to the Land shall be those applicable to an M3 District except as follows:
  - (a) No parking shall impact the registered walkway;
  - (b) Phase 1 (727 Hart Road) - a minimum of 88 parking spaces shall be required on site. 19 of those spaces shall be Accessible parking spaces;
  - (c) Phase 2 (803 Hart Road) – a minimum of 121 parking spaces shall be required on site. 19 of those spaces shall be Accessible parking spaces; and
  - (d) All other parking standards shall conform to relevant Sections of the Zoning Bylaw.

### **Landscaping**

5. The landscaping standards applicable to the Land shall be those applicable to an M3 District except as follows:
  - (a) A rear yard landscape strip of 4 metres with tree plantings spaced 3 linear metres apart with a minimum height of 2.5 metres; and
  - (b) All other landscaping standards shall conform to relevant Sections of the Zoning Bylaw and be completed to the satisfaction of the Development Officer.

### **Site Plan**

6. The site must be developed substantially in accordance with the site plan and renderings attached as Schedule "A" to this Agreement.

### **Application of Zoning Bylaw**

7. The Owner covenants and agrees that, except to the extent otherwise specified in this Agreement, the provisions of the City of Saskatoon Zoning Bylaw No. 8770 as amended from time to time shall apply.

### **Compliance with Agreement**

8. The Owner covenants and agrees not to develop or use the Land unless such development, use and construction complies with the provisions of this Agreement.

### **Dispositions Subject to Agreement**

9. The Owner covenants and agrees that any sale, lease or other disposition or encumbrance of the Land or part thereof shall be made subject to the provisions of this Agreement.

### **Definitions**

10. Any word or phrase used in this Agreement which is defined in Zoning Bylaw No. 8770 shall have the meaning ascribed to it in that Bylaw.

### **Departures and Waivers**

11. No departure or waiver of the terms of this Agreement shall be deemed to authorize any prior or subsequent departure or waiver, and the City shall not be obliged to continue any departure or waiver or permit subsequent departure or waiver.

### **Severability**

12. If any covenant or provision of this Agreement is deemed to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision of this Agreement.

### **Governing Law**

13. This Agreement shall be governed and interpreted in accordance with the laws of the Province of Saskatchewan.

### **Effective Date of Rezoning**

14. It is understood by the Owner that the Land shall not be effectively rezoned from an RM2 District to an M3 District until:
  - (a) the Council of the City of Saskatoon has passed a Bylaw to that effect; and
  - (b) this Agreement has been registered by the City, by way of Interest Registration, against the Title to the Land.

### **Use Contrary to Agreement**

15.
  - (1) The Council of the City of Saskatoon may declare this Agreement void where any of the Land or buildings thereon are developed or used in a manner which is contrary to the provisions of this Agreement, and upon the Agreement being declared void, the Land shall be subject to all provisions of the RM2 Zoning District.
  - (2) If this Agreement is declared void by the Council of the City of Saskatoon, the City shall not, by reason thereof, be liable to the Owner or to any other person for any compensation, reimbursement or damages on account of loss or profit, or on account of expenditures, or on any other account whatsoever in connection with the Land.



### Registration of Interest

16. (1) The Parties hereto acknowledge that this Agreement is made pursuant to Section 69 of *The Planning and Development Act, 2007* and the Owner agrees that this Agreement shall be registered by way of an Interest Registration against the Title to the Land. As provided in Section 236 of *The Planning and Development Act, 2007*, Section 63 of *The Land Titles Act, 2000* does not apply to the Interest registered in respect of this Agreement.
- (2) This Agreement shall run with the Land pursuant to Section 69 of *The Planning and Development Act, 2007*, and shall bind the Owner, its successors and assigns.

### Enurement

17. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

#### City of Saskatoon

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Mayor

c/s

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City Clerk

#### Camponi Housing Corp.

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c/s

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## Schedule "A"

### Proposed Site Plan – 727 and 803 Hart Road



**Schedule “A”**  
(Page 2 of 5)

Renderings – 727 and 803 Hart Road



Rendering 1: Aerial Site View



Rendering 2: Aerial Site View – East Facing



## Schedule "A"

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Rendering 3: Internal View



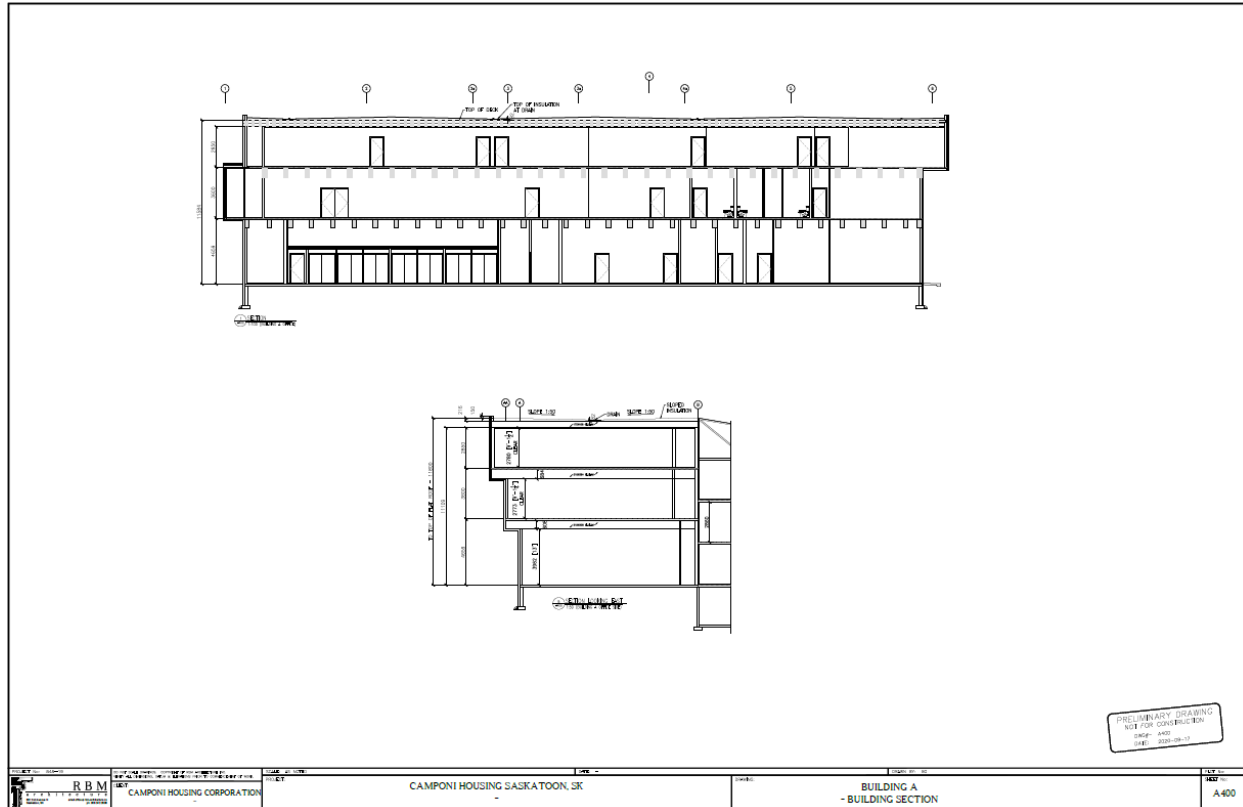
Rendering 4: Street View (Building A) - Hart Road



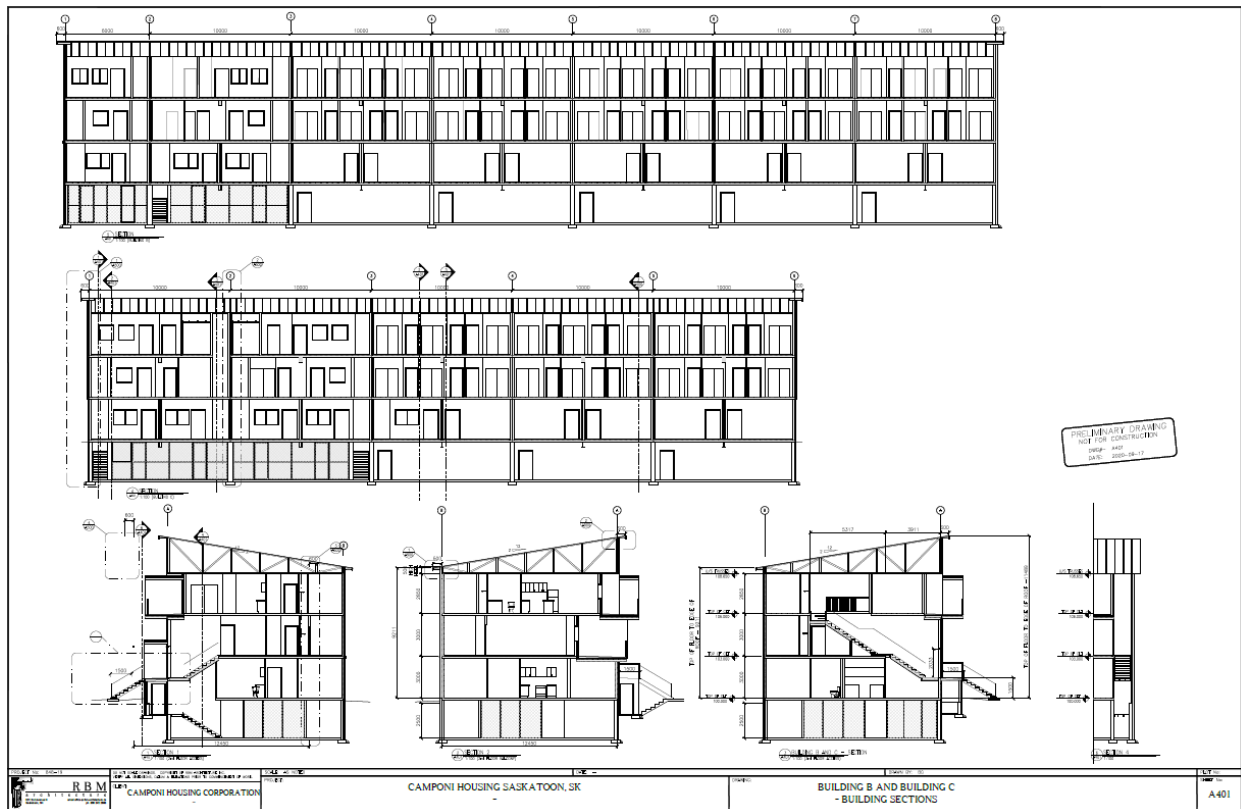
Rendering 5: South View

# Schedule "A" (Page 4 of 5)

## Building Sections



# **Schedule "A"** (Page 5 of 5)



## Affidavit Verifying Corporate Signing Authority

(No corporate seal)

*Canada*

*Province of Saskatchewan*

*To Wit:*

I, \_\_\_\_\_, of \_\_\_\_\_, in the Province of  
(name of corporate officer/director) (place)  
Saskatchewan, make oath and say:

1. That I am an officer or director of the corporation named in the within instrument.
2. That I am authorized by the corporation to execute the instrument without affixing a corporate seal.

Sworn before me at \_\_\_\_\_,  
in the Province of Saskatchewan, this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
A Commissioner for Oaths for Saskatchewan  
My Commission expires \_\_\_\_\_.  
(or) Being a Solicitor

\_\_\_\_\_  
(signature of corporate officer/director)