

Existing Zoning Agreement - Cornish Road and Willis Way Rezoning Agreement

This Agreement made effective this 14 day of September, 2009.

Between:

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

- and -

Mawson Health and Fitness Centre Inc., a body corporate incorporated under the laws of the Province of Saskatchewan, with offices in the City of Saskatoon, in the Province of Saskatchewan (hereinafter referred to as "the Owner")

Whereas:

1. The Owner is entitled to become the owner of the land described as follows:

Surface Parcel No. 120300567
Reference Land Description: Portion of SE 15-36-05-3 Ext 0
As shown on Plan 66S16976

(hereinafter referred to as "the Land").

2. The Owner has applied to the City for approval to rezone the Land from a M2 District to a M3 District to allow the development of the proposal specified in this Agreement;
3. 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;
4. The City has agreed, pursuant to the provisions of Section 69 of *The Planning and Development Act, 2007*, to rezone the Land from an M2 District to a M3 District.

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 M2 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 that of a Health Club with no swimming pool as well as all uses permitted in the M2 Zoning District. The site shall be developed substantially in accordance with the site plan and elevations, attached as Schedule "A" to this Agreement.

Development Standards

3. The development standards applicable to the Land shall be:
 - (a) Health Club: Development Standards applicable to a Health Club in an M3 District; and
 - (b) Other Uses: Development Standards applicable to an M2 District.

Application of Zoning Bylaw

4. 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

5. 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

6. 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

7. 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

8. 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

9. 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

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

Effective Date of Rezoning

11. It is understood by the Owner that the Land shall not be effectively rezoned from an M2 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

12. (1) The Council of The City of Saskatoon may declare this Agreement void where any of the Land or buildings thereon is 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 revert to an M2 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

13. (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 be bind the Owner, its successors and assigns.

Enurement

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

The City of Saskatoon




Mayor



City Clerk

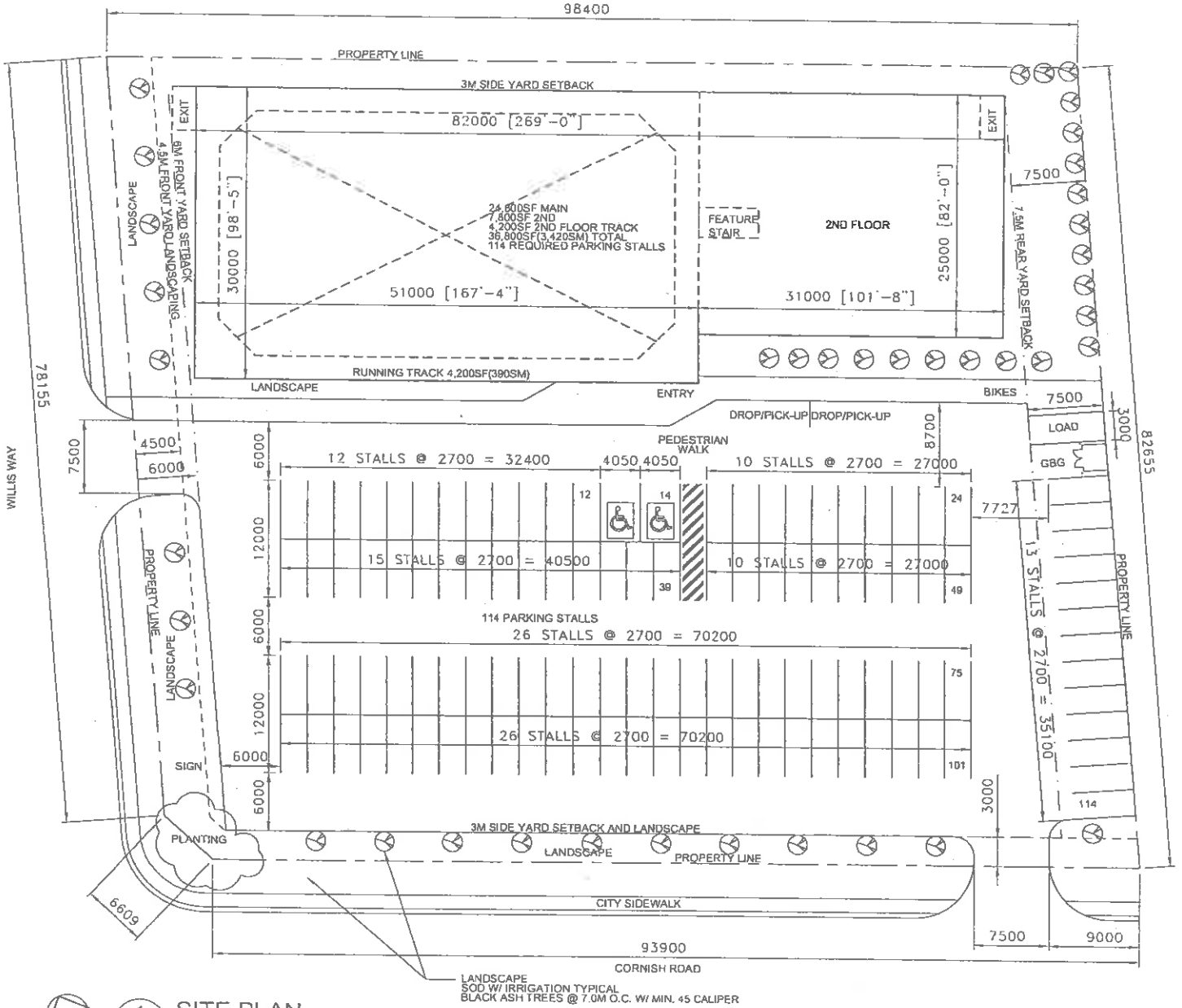


Mawson Health and Fitness Centre Inc.

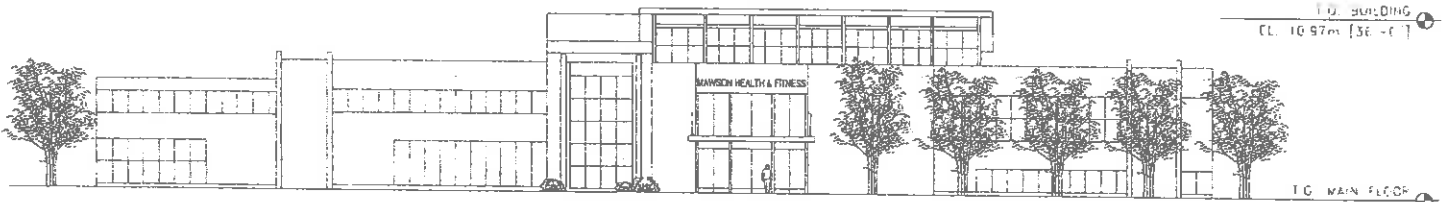


c/s

SCHEDULE "A"



1 SITE PLAN
A1 NTS



2 FRONT ELEVATION
A1 NTS

MAWSON HEALTH & FITNESS
STONEBRIDGE, SASKATOON, SK
 PROJECT # 0835
A1r2

PROPOSAL
 DRAWING
 JULY 30, 2008



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