

BYLAW NO. 9742

The Zoning Amendment Bylaw, 2021 (No. 2)

The Council of The City of Saskatoon enacts:

Short Title

1. This Bylaw may be cited as *The Zoning Amendment Bylaw, 2021 (No. 2)*.


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.

RM3 District to RM5 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 RM3 District to an RM5 District by Agreement:

- (1) Civic Address: 512 Main Street
Surface Parcel No.: 136252762
Legal Land Description: Lot 43, Blk/Par 64, Plan 101422123 Ext 33
As described on Certificate of Title 01SA14120, description 33;
Surface Parcel No.: 120135888
Legal Land Description: Lot 33, Blk/Par 64, Plan B1858 Ext 0
As described on Certificate of Title 01SA14120;
- (2) Civic Address: 514 Main Street
Surface Parcel No.: 120319747
Legal Land Description: Lot 31, Blk/Par 64, Plan B1858 Ext 0
As described on Certificate of Title 82S17104;

Surface Parcel No.: 136252751
Legal Land Description: Lot 32, Blk/Par 64, Plan B1858 Ext 32
As described on Certificate of Title 82S17104,
description 32;

(3) Civic Address: 516 Main Street

Surface Parcel No.: 136252740
Legal Land Description: Lot 29, Blk/Par 64, Plan B1858 Ext 31
As described on Certificate of Title 01SA33610,
description 31;

Surface Parcel No.: 120135866
Legal Land Description: Lot 30, Blk/Par 64, Plan B1858 Ext 0
As described on Certificate of Title 01SA33610;

(4) Civic Address: 518 Main Street

Surface Parcel No.: 136252739
Legal Land Description: Lot 42, Blk/Par 64, Plan 101422112 Ext 30
As described on Certificate of Title 66S14275,
description 30;

Surface Parcel No.: 136252728
Legal Land Description: Lot 28, Blk/Par 64, Plan B1858 Ext 29
As described on Certificate of Title 66S14275,
description 29; and

(5) Civic Address: 520 Main Street

Surface Parcel No.: 136252717
Legal Land Description: Lot 41, Blk/Par 64, Plan 101422099 Ext 28
As described on Certificate of Title 92S14569,
description 28;

Surface Parcel No.: 120135833
Legal Land Description: Lot 27, Blk/Par 64, Plan B1858 Ext 0
As described on Certificate of Title 92S14569.

Execution of Agreement Authorized

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

Coming Into Force

6. This Bylaw shall come into force upon the registration of the Rezoning Agreement against title to the lands rezoned.

Read a first time this _____ day of _____, 2021.

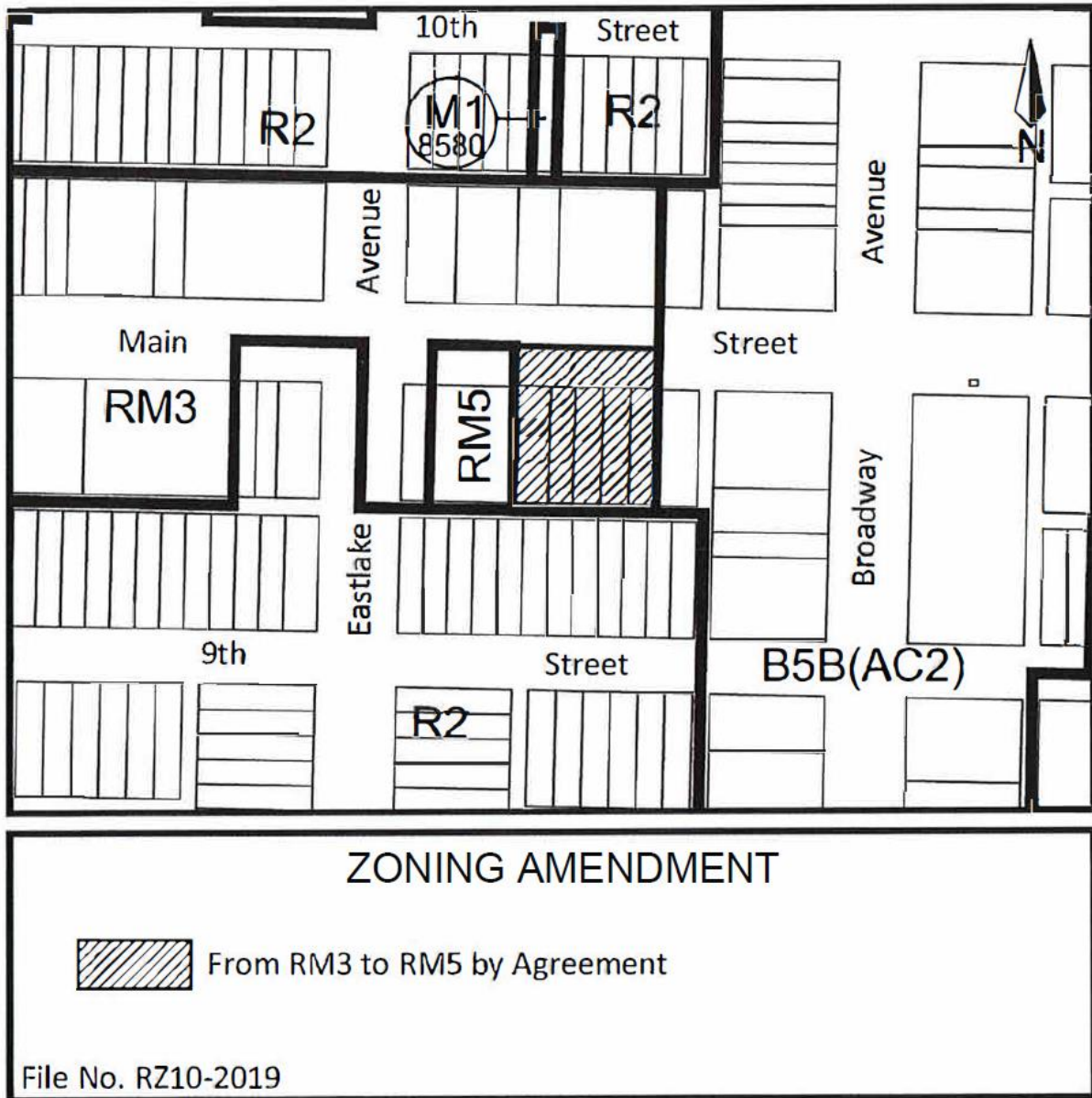
Read a second time this _____ day of _____, 2021.

Read a third time and passed this _____ day of _____, 2021.

Mayor

City Clerk

Appendix "A"



Appendix "B" **Rezoning Agreement**

This Agreement made effective this 22nd day of February, 2021.

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 -

102065776 Saskatchewan Ltd., a Saskatchewan corporation carrying on business in the City of Saskatoon, in the Province of Saskatchewan (the "Owner")

Whereas

A. The Owner is the registered owner of the land described as follows:

- (1) Civic Address: 512 Main Street

Surface Parcel No.: 136252762
Legal Land Description: Lot 43, Blk/Par 64, Plan 101422123 Ext 33
As described on Certificate of Title 01SA14120,
description 33;

Surface Parcel No.: 120135888
Legal Land Description: Lot 33, Blk/Par 64, Plan B1858 Ext 0
As described on Certificate of Title 01SA14120;
- (2) Civic Address: 514 Main Street

Surface Parcel No.: 120319747
Legal Land Description: Lot 31, Blk/Par 64, Plan B1858 Ext 0
As described on Certificate of Title 82S17104;

Surface Parcel No.: 136252751
Legal Land Description: Lot 32, Blk/Par 64, Plan B1858 Ext 32
As described on Certificate of Title 82S17104,
description 32;

- (3) Civic Address: 516 Main Street
- Surface Parcel No.: 136252740
Legal Land Description: Lot 29, Blk/Par 64, Plan B1858 Ext 31
As described on Certificate of Title 01SA33610,
description 31;
- Surface Parcel No.: 120135866
Legal Land Description: Lot 30, Blk/Par 64, Plan B1858 Ext 0
As described on Certificate of Title 01SA33610;
- (4) Civic Address: 518 Main Street
- Surface Parcel No.: 136252739
Legal Land Description: Lot 42, Blk/Par 64, Plan 101422112 Ext 30
As described on Certificate of Title 66S14275,
description 30;
- Surface Parcel No.: 136252728
Legal Land Description: Lot 28, Blk/Par 64, Plan B1858 Ext 29
As described on Certificate of Title 66S14275,
description 29; and
- (5) Civic Address: 520 Main Street
- Surface Parcel No.: 136252717
Legal Land Description: Lot 41, Blk/Par 64, Plan 101422099 Ext 28
As described on Certificate of Title 92S14569,
description 28;
- Surface Parcel No.: 120135833
Legal Land Description: Lot 27, Blk/Par 64, Plan B1858 Ext 0
As described on Certificate of Title 92S14569.

(the "Land").

- B. The Owner has applied to the City for approval to rezone the Land from an RM3 District to an RM5 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 RM3 District to an RM5 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 RM3 District to an RM5 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 Multiple-Unit Dwelling.

Development Standards

3. The development standards applicable to the Land shall be those applicable to an RM5 District except as follows:
- (a) Maximum of 50 dwelling units;
 - (b) Building height shall not exceed a maximum of 22 metres and six storeys;
 - (c) Side Yard Setback (East and West) – a minimum of 3.0 metres;
 - (d) The gross floor space ratio shall not exceed 2.5:1;
 - (e) Landscaping shall be completed as shown on the site plan and to the satisfaction of the Development Officer; and
 - (f) All other development standards shall conform to relevant Sections of the Zoning Bylaw.

Parking

4. Parking shall be provided as per the site plan and as per Section 6 of the Zoning Bylaw.

Site Plan

5. 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

6. 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

7. 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

8. 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

9. 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

10. 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

11. 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

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

Effective Date of Rezoning

13. It is understood by the Owner that the Land shall not be effectively rezoned from an RM3 District to an RM5 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

14. (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 RM3 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

15. (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

- 16. 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

Mayor

c/s

Acting City Clerk

102065776 Saskatchewan Ltd.

c/s



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)