

# BYLAW NO. 9814

## The Zoning Amendment Bylaw, 2022 (No. 7)

The Council of the City of Saskatoon enacts:

### Short Title

1. This Bylaw may be cited as *The Zoning Amendment Bylaw, 2022 (No. 7)*.

### 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.

### IL1 District to IH 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 IL1 District to an IH District by Agreement:

- |                         |                                    |
|-------------------------|------------------------------------|
| (1) Civic Address:      | 519 2 <sup>nd</sup> Avenue North   |
| Surface Parcel No.:     | 121015965                          |
| Legal Land Description: | Lot 32, Block 186, Plan 99SA24455  |
| Surface Parcel No.:     | 121015976                          |
| Legal Land Description: | Lot 33, Block 186, Plan 99SA24455. |

**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 \_\_\_\_\_, 2022.

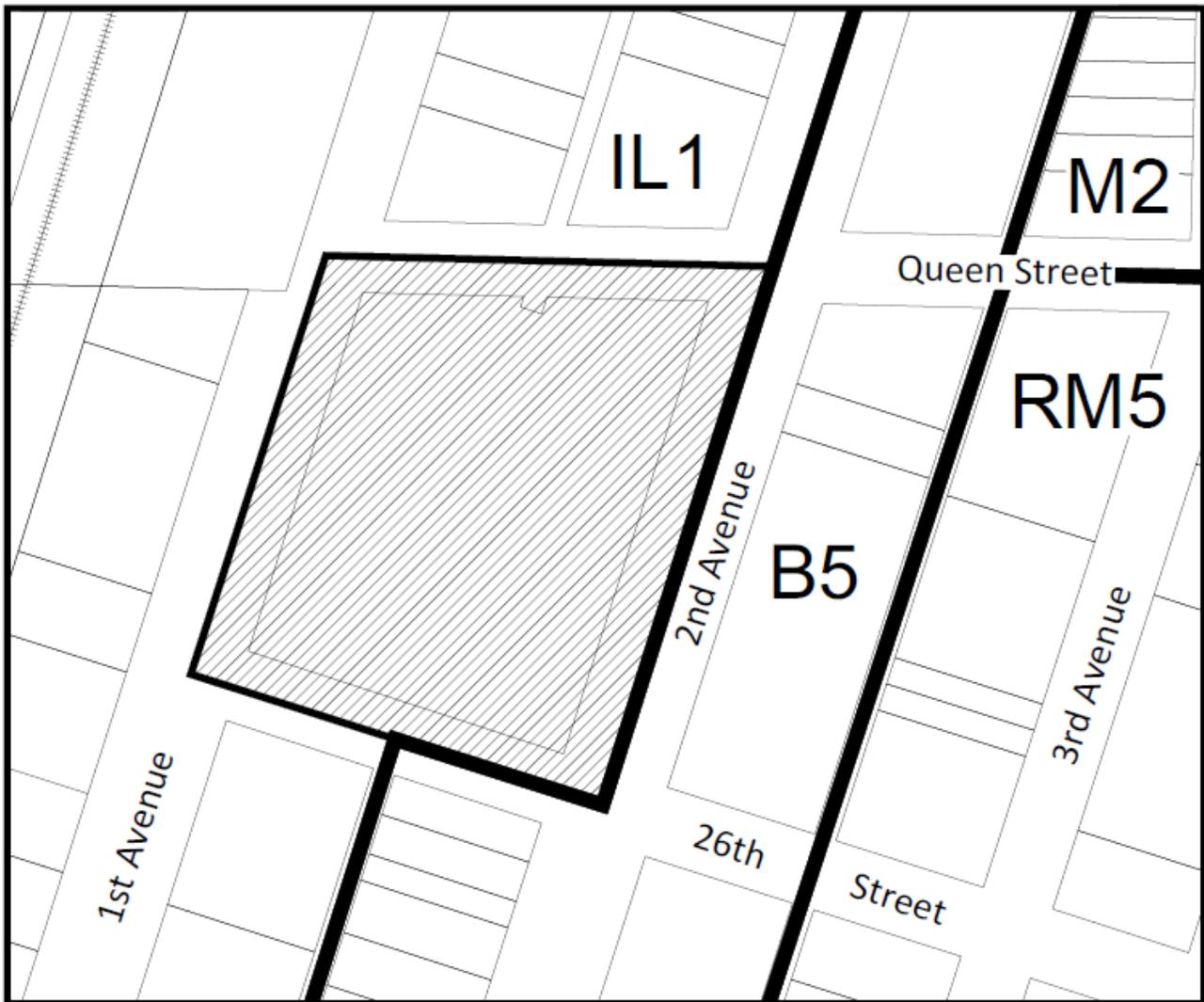
Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Read a third time and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

### Appendix "A"



## ZONING AMENDMENT



From IL1 to IH by Agreement



## **Appendix "B"** **Rezoning Agreement**

This Agreement made effective this 28<sup>th</sup> day of March, 2022.

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 -

**Great Western Brewing Company Ltd.**, a business corporation pursuant to the laws of the Province of Saskatchewan (the "Owner")

### **Whereas**

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

Civic Address:	519 2 <sup>nd</sup> Avenue North
Surface Parcel No.:	121015965
Legal Land Description:	Lot 32, Block 186, Plan 99SA24455
Surface Parcel No.:	121015976
Legal Land Description:	Lot 33, Block 186, Plan 99SA24455

(the "Land").

- B. The Owner has applied to the City for approval to rezone the Land from an IL1 District to an IH 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 IL1 District to an IH 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 IL1 District to an IH 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. (1) The Owner agrees that the use of the Land will be restricted to:
  - (a) a Brewery and its ancillary uses, including:
    - i. retail sales;
    - ii. offices and meeting rooms;
    - iii. event and tour space related to brewery operations;
    - iv. packaging of beverage alcohol that is manufactured off-site; and
    - v. production of non-alcoholic beverages.
  - (b) a commercial development with commercial rental units having direct access from 2nd Avenue, limited to an overall gross floor area not exceeding 690 m<sup>2</sup>, and containing uses limited to:
    - i. retail stores;
    - ii. offices;
    - iii. personal service trades;
    - iv. medical clinics;
    - v. bakeries;
    - vi. health clubs;
    - vii. commercial recreation uses;

- viii. restaurants and lounges;
  - ix. cannabis retail stores (subject to applicable separation distances);
  - x. photography studios; and
  - xi. financial institutions.
- (2) All uses of land, buildings and industrial processes that may be noxious or injurious or constitute a nuisance beyond the boundaries of the subject site, by reason of the production or emission of dust, smoke, refuse, matter, odour, gas, fumes, noise, vibration or other similar substances or conditions are prohibited.

### **Development Standards**

3. The development standards applicable to the Land shall be those applicable to an IH District except as follows:
- (a) The commercial rental units relating to the commercial development described in s. 2(1)(b) of this Agreement shall, to the extent reasonably possible:
    - i. have direct access from 2nd Avenue;
    - ii. contain elements of an active frontage; and
    - iii. be designed in a manner that is sensitive to the heritage significance of the property;
  - (b) minimum building setbacks:
    - i. front Yard Setback (East): 0.0 m;
    - ii. front Yard Setback (West): 0.0 m;
    - iii. side Yard Setback (North): 0.0 m; and
    - iv. side Yard Setback (South): 0.0 m;
  - (c) Landscaping requirements for the site shall be as follows:
    - i. The triangular area indicated on the site plan attached to this Agreement as Schedule "A", at the northeast corner of the

site, to be landscaped to the satisfaction of the Development Officer;

- ii. Planters to be integrated into the base of the new addition along 2nd Avenue and 26th Street where possible;
  - iii. Surface parking areas at the southwest and northeast corners of the site shall be adequately screened from front streets and flanking streets by fencing or other similar treatments to the satisfaction of the Development Officer; and
- (d) all other development standards shall conform to the relevant Sections of the Zoning Bylaw.

### **Parking**

4. Parking shall be provided in accordance with the following:
- (a) minimum of 45 spaces on-site;
  - (b) minimum parking required for the commercial development at a rate of one space per 115 m<sup>2</sup> of gross floor area;
  - (c) minimum of six short-term bicycle parking spaces; and
  - (d) one barrier-free space to be provided in the surface parking area accessed from Queen Street.

### **Signage**

5. No electronic message centres or static digital billboards shall be permitted on the east building elevation above a height of 7.3 m facing towards the adjacent residential area.

### **Site Plan and Elevations**

6. Any site development must be substantially in accordance with the approved site plan and elevations attached to this Agreement as Schedule "A". The final locations of glazing on the new addition indicated on the elevations may be adjusted in coordination with final interior equipment layout.

### **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 IL1 District to an IH 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 IL1 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**

\_\_\_\_\_

Mayor

c/s

\_\_\_\_\_

City Clerk

**Great Western Brewing Company 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 \_\_\_\_\_, \_\_\_\_\_.

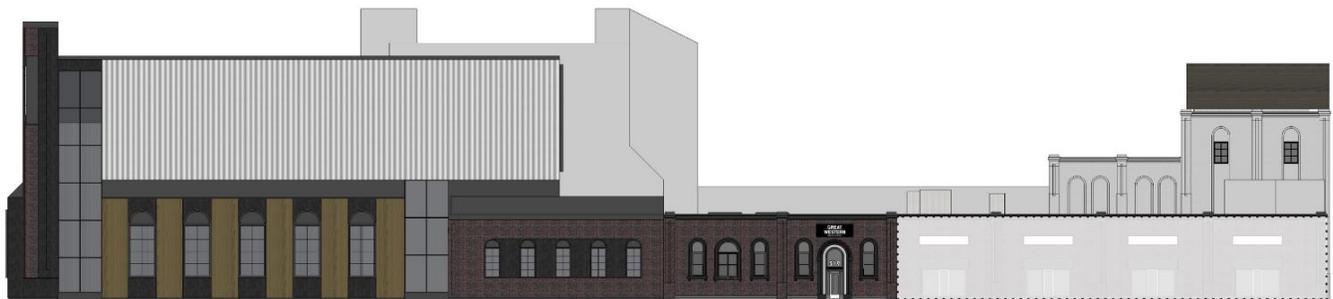
\_\_\_\_\_  
A Commissioner for Oaths for Saskatchewan  
My Commission expires \_\_\_\_\_.  
(or) Being a Solicitor

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



# Schedule "A" Cont'd

## East Elevation



POTENTIAL FUTURE  
COMMERCIAL RETAIL UNITS

## South Elevation

