

# BYLAW NO. 9826

## The Zoning Amendment Bylaw, 2022 (No. 12)

The Council of The City of Saskatoon enacts:

### Short Title

1. This Bylaw may be cited as *The Zoning Amendment Bylaw, 2022 (No. 12)*.


### Purpose

2. The purpose of this Bylaw is to authorize an amendment to the Rezoning Agreement, applicable to the land described in this Bylaw.

### Zoning Bylaw Amended

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

### Rezoning Agreement Amended

4. The Rezoning Agreement applicable to the lands shown as  on Appendix "A" to this Bylaw and as described as:

- (a) Surface Parcel No.: 203131561  
Legal Land Description: Blk/Par A Plan 102194669 Ext 0

is amended in accordance with the Amended Rezoning Agreement annexed as Appendix "B" to this Bylaw.

### Execution of Agreement Authorized

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



# Appendix "A"



## ZONING AMENDMENT



From DAG1 to IH by Agreement

## Appendix “B”

### Amended Rezoning Agreement

This Agreement made effective this \_\_\_\_ day of \_\_\_\_\_, 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 -

**Impact Asphalt & Concrete Crushing Ltd.**, a Saskatchewan corporation carrying on business in the City of Saskatoon, in the Province of Saskatchewan (the “Owner”)

Whereas:

- A. The City entered into a Rezoning Agreement on November 18, 2019 with the Owner, with respect to the following lands:

Surface Parcel No.: 203131561  
Legal Land Description: Blk/Par A Plan 102194669 Ext 0

(the “Land”);

- B. The original Rezoning Agreement is attached as a Schedule “A” to this Agreement;
- C. The Owner wishes to amend the Rezoning Agreement with respect to the applicable land use on the Land;
- D. The City has an approved 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 rezoning of lands; and
- E. The City has agreed, pursuant to the provisions of Section 69 of *The Planning and Development Act, 2007*, to vary the Rezoning Agreement.

Now therefore the parties covenant and agree as follows:

### **Variation of Rezoning Agreement**

1. The Rezoning Agreement attached as Schedule "A" to this Agreement is amended in the manner set forth in this Agreement.

### **Section 2 Amended**

2. Section 2 is deleted and the following substituted:

#### **"Use of Land**

2. The Owner agrees that the use of the Land will be restricted to:
  - (a) short-term storage, processing and redistribution of the following materials, none of which shall include hazardous materials or materials containing asbestos:
    - (i) concrete, including concrete with steel;
    - (ii) granite;
    - (iii) asphalt and asphalt shingles;
    - (iv) dirt and gravel;
    - (v) metals;
    - (vi) mixed plastics, including vinyl siding and other plastics from home, commercial and farm construction;
    - (vii) masonry, brick and stone, but not including stucco;
    - (viii) quartz;
    - (ix) porcelain;
    - (x) wood;
    - (xi) gypsum; and
    - (xii) flooring, including tile and terrazzo, but not including carpet or wood flooring;

- (b) disposal, evacuation, processing and storage of recycled hydrovac materials; and
- (c) cold storage with a maximum gross floor area of 1,400 square metres.”

### **Indemnification**

- 3. The Owner shall be solely liable for and indemnify and save harmless the City from and against all losses, damage, suits, actions, proceedings, demands, claims, expenses or costs (including legal costs) which may arise out of or be attributable to the Use of Land as identified in paragraph 2 of this Agreement.

### **Other Provisions of Rezoning Agreement**

- 4. Except as modified by the provisions of this Agreement, all terms and conditions of the Rezoning Agreement attached as Schedule “A” to this Agreement, remain in full force and effect.

### **Registration of Interest**

- 5. (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 with respect to 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.

**City of Saskatoon**

\_\_\_\_\_  
Mayor

c/s

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

**Impact Asphalt & Concrete Crushing Ltd.**

\_\_\_\_\_  
\_\_\_\_\_  
c/s

## Affidavit Verifying Corporate Signing Authority

(No corporate seal)

Canada

Province of Saskatchewan

To Wit:

I, \_\_\_\_\_, of City of Saskatoon, in the  
(Name)

Province of Saskatchewan, \_\_\_\_\_, make oath and say:  
(Position Title)

1. That I am an officer or director of the Owner 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 City of Saskatoon,  
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)