

BYLAW NO. 9513

The Zoning Amendment Bylaw, 2020 (No. 9)

The Council of The City of Saskatoon enacts:

Short Title

1. This Bylaw may be cited as *The Zoning Amendment Bylaw, 2020 (No. 9)*.


Purpose

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

Zoning Bylaw Amended

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

DAG1 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 a DAG1 District to an IH District subject to the provisions of the Rezoning Agreement annexed as Appendix “B” to this Bylaw:

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

Coming into Force

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

Read a first time this _____ day of _____, 2020.

Read a second time this _____ day of _____, 2020.

Read a third time and passed this _____ day of _____, 2020.

 Mayor

 City Clerk

Appendix "A"



ZONING AMENDMENT



From DAG1 to IH by Agreement

Appendix “B”

Rezoning Agreement

This Agreement made effective this 18th day of November, 2019.

Between:

The 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 Owner is the registered owner of the land described as follows:
- | | |
|-------------------------|--------------------------------|
| (1) Surface Parcel No.: | 203131561 |
| Legal Land Description: | Blk/Par A Plan 102194669 Ext 0 |
- (the “Land”).
- B. The Land was previously located in the RM of Corman Park where it was zoned a DAG1 District, but was annexed into the City and is being rezoned to an IH district by Agreement.
- C. To allow for the continued operation of the existing business on the site, the Parties are entering into this Agreement with respect to the applicable land use and regulations.
- D. 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.
- E. The City has agreed, pursuant to the provisions of Section 69 of *The Planning and Development Act, 2007*, to rezone the Land from a DAG1 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 a DAG1 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. The Owner agrees that the use of the Land will be restricted to:
 - (a) short-term storage, processing and redistribution of concrete, concrete with steel, granite, asphalt, asphalt shingles, dirt and gravel;
 - (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.

Development Standards

3. The site must be developed substantially in accordance with the site plan attached as Schedule "A" to this Agreement.
4. The development standards applicable to the Land shall be those applicable to the IH District except as follows:
 - (1) Buildings on the site must be located at least 300 metres from any residence; at least 55 metres from any right-of-way; and have a setback of 45 metres on the north side of the site.
 - (2) No permanent buildings may be located within the 427 meter radius of the intersection of the proposed Saskatoon Freeway and Highway 12.

Parking

5. Vehicles and equipment required for materials processing activities must be located a minimum of 300 metres from any residence in accordance with the separation distances shown on Schedule "A".

Driveway Access

6. Driveway access shall be located a minimum of 368 metres from the intersection of Highway 12 and Township Road 380, unless otherwise authorized by the Approving Authority. Driveway access must have a minimal impact on existing access roads.

Landscaping

7. (1) Berming and landscaping must be located within 15 metres of the north, west and south property boundaries.
- (2) Landscaping shall be done in accordance with Schedule "A".

Outdoor Storage

8. Outdoor display and storage of equipment is permitted on the Land and shall be suitably screened to the satisfaction of the Development Officer.

Signage

9. Signage shall be permitted on the Land in accordance with the regulations applicable to Signage Group 5 contained in Sign Regulations being Appendix "A" to the Zoning Bylaw No. 8770 except for the following, which are prohibited:
 - (a) billboards;
 - (b) superboards; and
 - (c) electronic message centres.

Site Drainage

10. Drainage facilities within the site must be designed to release run-off along natural drainage at pre-development rates.

Application of Zoning Bylaw

11. 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

12. 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

13. 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

14. 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

15. 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

16. 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

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

Effective Date of Rezoning

18. It is understood by the Owner that the Land shall not be effectively rezoned from a DAG1 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

- 19. (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 be subject to all provisions of the FUD 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

- 20. (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

21. 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

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 _____, 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"



| NO. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

| | |
|-------------|---------------|
| PROJECT NO. | 2019006 |
| SCALE | AS SHOWN |
| DESIGNER | VE ASSOCIATED |
| REVISIONS | D. INAS |

| | |
|-----------------|--|
| CIVIL SITE PLAN | IMPACT ASPHALT AND CONCRETE CRUSHING PARCEL W - NE 32-37-5-W3M |
| REV. NO. | 1 |
| SHEET | B |

4809-00-5K1_REV2

PRELIMINARY
NOT FOR
CONSTRUCTION



DRAWING
REDUCED TO
HALF SIZE

The Drawing is For The Use Of The Client And Project Indicated
No Representations Of Any Kind Are Made To Other Parties