

BYLAW NO. 9832

The Zoning Amendment Bylaw, 2022 (No. 13)

The Council of The City of Saskatoon enacts:

Short Title

1. This Bylaw may be cited as *The Zoning Amendment Bylaw, 2022 (No. 13)*.


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 Condo Parcel No.: | 203813490 |
| | Legal Land Description: | Plan 102342451 Ext 0 |

Previously described as: Lot 31, Block 181, Plan 99SA24455

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.

Coming into Force

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

Read a first time this _____ day of _____, 2022.

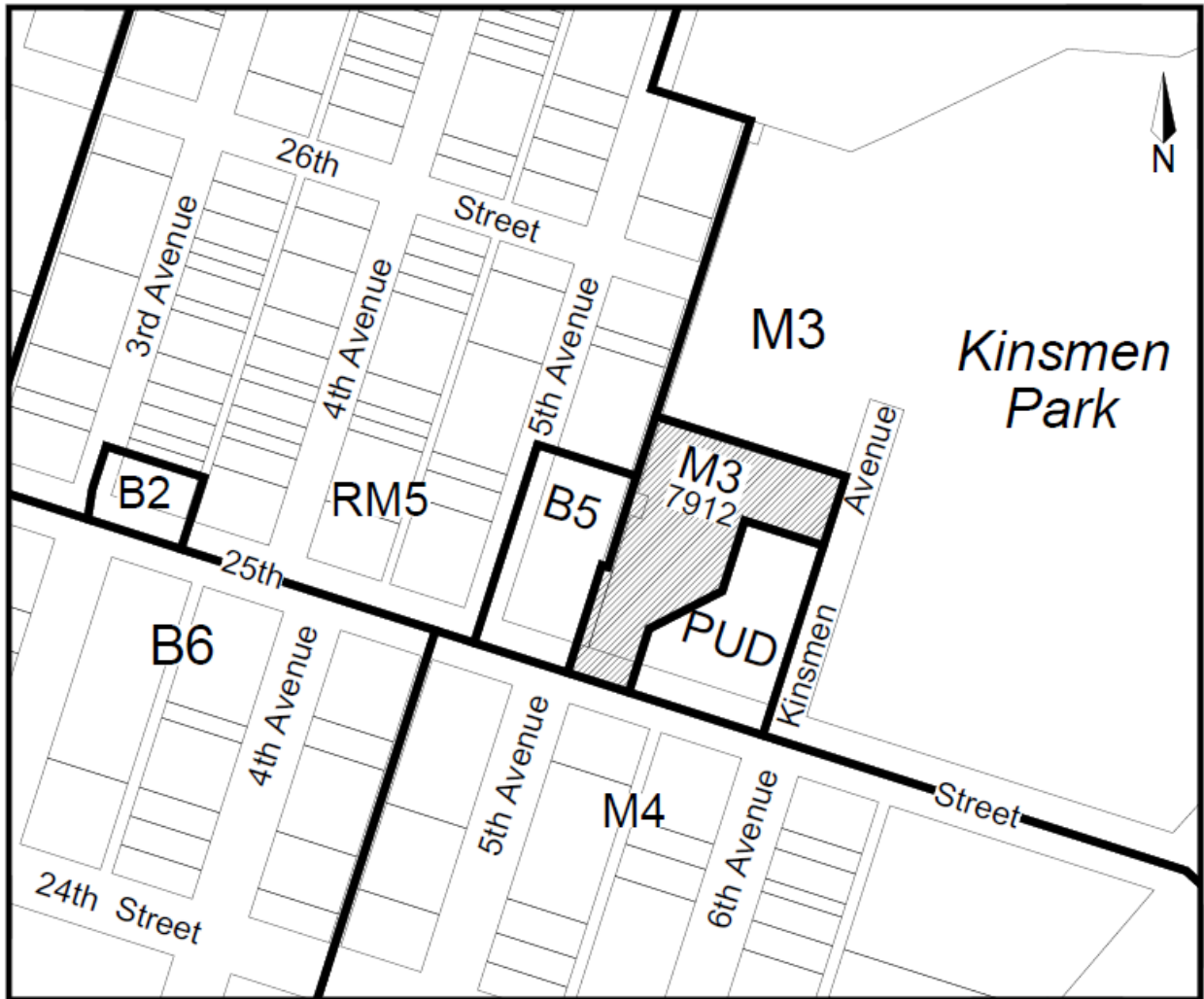
Read a second time this _____ day of _____, 2022.

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

Mayor

City Clerk

Appendix "A"



ZONING AMENDMENT



Amendment to Existing M3 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 -

YWCA Saskatoon Inc., a Saskatchewan non-profit charitable corporation carrying on business in the City of Saskatoon, in the Province of Saskatchewan (the “YWCA”)

- and -

Saskatoon Community Service Village Inc., a Saskatchewan non-profit charitable corporation carrying on business in the City of Saskatoon, in the Province of Saskatchewan (the “SCSV”)

(YWCA and SCSV collectively, the “Owner”)

Whereas:

- A. The City entered into a Rezoning Agreement on or about March 6, 2000 with the prior owner of the following lands:

Surface Condo Parcel No.:	203813490
Legal Land Description:	Plan 102342451 Ext 0

Previously described as:	Lot 31, Block 181, Plan 99SA24455
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(the “Land”);

- B. The Owner is the current owner of the Land and took title to the Land subject to the provisions of the aforementioned original Rezoning Agreement, attached as a Schedule “A” to this Agreement;

- C. The Owner wishes to amend the Rezoning Agreement with respect to the applicable land use and development standards 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 covenants and agrees that the use of the Land will be restricted to the construction and operation of a community centre containing any or all of the following:
 - (a) administrative offices of non-profit organizations;
 - (b) cafeteria;
 - (c) education, training and counselling programs;
 - (d) recreation and fitness programs;
 - (e) day care services;
 - (f) personal and group therapy programs;
 - (g) boarding apartment, dwelling, and hostel units; and
 - (h) other related activities, programs and special events."

Section 3 Amended

3. Section 3 is deleted and the following substituted:

“Development Standards

3. The development standards applicable to the Land shall be as set out in the following chart:

Front Yard Setback	3.0 m, main building 1.8 m, clock tower
East Side Yard Setback	0.0 m
West Side Yard Setback	0.0 m
Rear Yard Setback	7.5 m
Building Height	15 m maximum
Site Area Minimum	7,200 m ²
Building Gross Floor Area	9,700 m ²
Amenity Space	5 m ² per boarding house unit or dwelling unit
Off-Street Parking	87 spaces, 10 of which may be small car
Outdoor Lighting	All lighting directed away from nearby dwellings
Landscaping and Site Development	To the satisfaction of the General Manager, Community Services
Bicycle Parking	9 short-term spaces

“

Indemnification

4. 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

5. 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

6. (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

YWCA Saskatoon Inc.

c/s

Saskatoon Community Service Village Inc.

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)

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"

Rezoning Agreement

Between:

The City of Saskatoon, a municipal corporation, of the
Province of Saskatchewan
(hereinafter referred to as "the City")

- and -

**Young Women's Christian Association of
Saskatoon**,
(hereinafter referred to as "the Owner")

Whereas:

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

Lot 31
Block 181
Saskatoon, Saskatchewan
Plan 99SA24455

Mines and Minerals Excepted

(hereinafter referred to as "the Land");

2. The Owner has applied to the City for approval to rezone the Land from a Planned Unit Development to an M3 District to allow the development of the proposal specified in this Agreement;
3. The City has an approved Development Plan which, pursuant to Section 82 of *The Planning and Development Act, 1983*, 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 82 of *The Planning and Development Act, 1983*, to rezone the Land from a Planned Unit Development to an M3 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 covenants and agrees with the City that, upon the Land being rezoned from a Planned Unit Development 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 covenants and agrees that the use of the Land will be restricted to the construction and operation of a community centre containing any or all of the following:
 - (a) administrative offices of non-profit organizations;
 - (b) cafeteria;
 - (c) education, training and counselling programs;
 - (d) recreation and fitness programs;
 - (e) day care services;
 - (f) personal and group therapy programs;
 - (g) boarding apartment and hostel units; and,
 - (h) other related activities, programs and special events.

Development Standards

3. The development standards applicable to the Land shall be as set out in the following chart:

Front Yard Setback	3.0m, main building 1.8m, clock tower
East Side Yard	3.0m
West Side Yard	0.0m
Rear Yard Setback	7.5m
Building Height	15m maximum
Site Area Minimum	7,200m ²
Building Gross Floor Area	7,500m ² maximum
Amenity Space	5m ² per boarding house unit or dwelling unit
Off-Street Parking	90 spaces
Outdoor Lighting	All lighting directed away from nearby dwellings
Landscaping and Site Development	To the satisfaction of the General Manager, Community Services Department

Signage

4. Signs shall be permitted on the Land in accordance with the regulations applicable to Signage Group No. 3 contained in The Sign Regulations, being Appendix "A" to Zoning Bylaw No. 7800.

Application of Zoning Bylaw

5. 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. 7800 as amended from time to time shall apply.

Compliance with Agreement

6. 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

7. 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

8. Any word or phrase used in this Agreement which is defined in Zoning Bylaw No. 7800 shall have the meaning ascribed to it in that Bylaw.

Departures and Waivers

9. 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

10. 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

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

Effective Date of Rezoning

12. It is understood by the Owner that the Land shall not be effectively rezoned from a Planned Unit Development 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 Caveat, against the Title to the Land.

Use Contrary to Agreement

13. (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, and in the absence of a further rezoning, the Land shall revert to the district to which it was subject to before rezoning.
- (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 Caveat


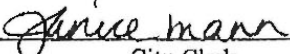
14. (1) The Parties hereto acknowledge that this Agreement is made pursuant to Section 82 of *The Planning and Development Act, 1983*, and the Owner agrees that this Agreement shall be registered by way of Caveat against the Title to the Land.
- (2) This Agreement shall run with the Land pursuant to Section 82(3) of *The Planning and Development Act, 1983*, and shall bind the Owner, its successors and assigns.

Enurement

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

Signed by the City this 17th day of April, 2000.

The City of Saskatoon


Mayor

City Clerk

Signed by the Owner this 6 day of March, 2000.

**Young Women's Christian Association
of Saskatoon**

