

BYLAW NO. 9848

The Zoning Amendment Bylaw, 2022 (No. 19)

The Council of the City of Saskatoon enacts:

Short Title

1. This Bylaw may be cited as *The Zoning Amendment Bylaw, 2022 (No. 19)*.


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.

AG District to M3 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 RMTN1 District to an RM4 District by Agreement:

- | | | |
|-----|-------------------------|----------------------------|
| (1) | Civic Address: | 109 Secord Way |
| | Surface Parcel No.: | 203802230 |
| | Legal Land Description: | Block 108, Plan 102208373. |

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.

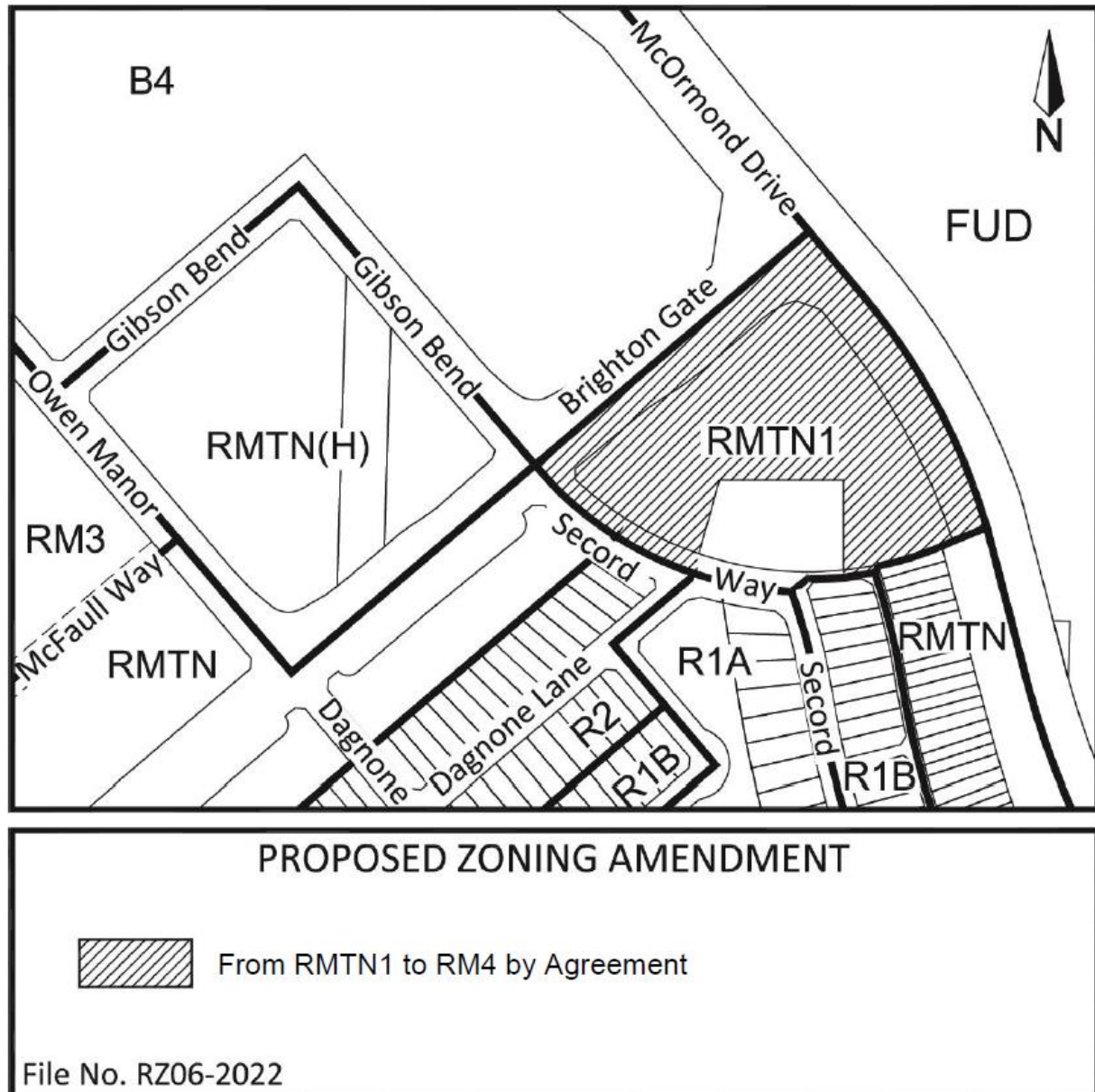
Read a second time this _____ day of _____, 2022.

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

Mayor

City Clerk

Appendix "A"



Appendix "B"

Rezoning Agreement

This Agreement made effective this 21st day of November, 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 –

Dream Asset Management Corporation, a British Columbia business corporation carrying on business in Saskatoon, Saskatchewan (the "Owner")

Whereas

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

Civic Address:	109 Secord Way
Surface Parcel No.:	203802230
Legal Land Description:	Block 108, Plan 102208373.

(the "Land").

- B. The Owner has applied to the City for approval to rezone the Land from an RMTN1 District to an RM4 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 RMTN1 District to an RM4 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 RMTN1 District to an RM4 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 Dwelling Group comprised of townhouses and/or multiple-unit dwellings and ancillary uses including:
 - (a) Accessory buildings;
 - (b) Home based businesses;
 - (c) Homestays;
 - (d) Short-term rental properties; and
 - (e) Day cares, residential.

Development Standards

3. The development standards applicable to the Land shall be those applicable to an RM4 District except as follows:
 - (a) minimum building setbacks:
 - i. Front Yard Setback (along Brighton Gate): 6.0m;
 - ii. East Side Yard Setback (along McOrmond Drive): 3.0m;
 - iii. South-West Side Yard Setback (along Secord Way): 6.0m;
 - iv. Interior Side Yard Setbacks (along 115 Secord Way): 1.5m;
and
 - v. South Side Yard Setback (south property line, east of 115 Secord Way): 6.0m;

- (b) Building Height and Step-Back:
 - i. Building height shall not exceed 15m except for the area east of 115 Secord Way where the building height shall not exceed 12m within 14m of the south property line; and
 - ii. No roof-top-patios or similar rooftop amenity space shall be permitted within 14m of the south property line.
- (c) Landscaping requirements for the site shall be as follows:
 - i. A row of trees planted within the south side yard, to the east of 115 Secord Way, to provide screening between adjacent residential uses to the satisfaction of the Development Officer;
 - ii. A solid fence 2.0m in height installed and maintained along the south property line (to the east of 115 Secord Way); and
 - iii. The regulations governing landscaping in an RM4 District as contained in the Zoning Bylaw will apply to the remainder of the site.; and
- (d) all other development standards shall conform to the relevant Sections of the Zoning Bylaw.

Building Orientation

- 4. Building(s) shall be oriented along Brighton Gate and McOrmond Drive, and north of 115 Secord Way.

Parking

- 5. Parking shall be provided in accordance with the following:
 - (a) In addition to the regulations for parking and loading in an RM4 District, five additional visitor parking spaces shall be provided on-site.

Lane Access

- 6. Lane access may be accommodated as per the engineering report submitted by the Owner as prepared by Catterall & Wright dated October 4, 2022.

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 RMTN1 District to an RM4 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 RMTN1 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

Dream Asset Management Corporation

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)