

Appendix "B"

Rezoning Agreement

This Agreement made effective this ____ day of _____, 2016.

Between:

The City of Saskatoon, a municipal corporation pursuant to
The Cities Act, S.S. 2002 Chapter C-11.1 ("the City")

- and -

S&C Wilson Land Holdings Ltd. a Saskatchewan corporation
carrying on business in the City of Saskatoon, in the Province of
Saskatchewan ("the Owner")

Whereas:

1. (1) The Owner is the registered owner of the land described as follows:
 - (a) Parcel G on the Plan showing Proposed Subdivision of parts of Area 'R', Registered Plan No. 93S04586; Plan No. 101897062; Parcels A, B & D, Plan No. 102194759, all in S.E. ¼ Sec. 31, Twp. 36, Rge. 4, W.3rd Mer., Road Allowance between S.E. ¼ Sec. 31 and S.W. ¼ Sec. 32, and parts of Parcel B, Registered Plan No. 00SA23204, in S.W. ¼ Sec. 32, and S.W. ¼ Sec. 32, Twp. 36, Rge. 4, W.3rd Mer., Saskatoon, Saskatchewan, by M.G. Radoux, S.L.S., dated June 30, 2016.

(hereinafter referred to collectively as "the Land");
2. The Owner has applied to the City for approval to rezone the Land from an RMTN(H) District and a B4(H) District to a B4 District to allow the development of the proposal specified in this Agreement;
3. 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 the rezoning of land; and
4. The City has agreed, pursuant to the provisions of Section 69 of *The Planning and Development Act, 2007*, to rezone the Land from an RMTN(H) District and a B4(H) District to a B4 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 RMTN(H) District and a B4(H) District to a B4 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 the construction of a retail garden centre and production greenhouse which may consist of the following uses:
 - (a) retail stores;
 - (b) nurseries and greenhouses for horticultural production that will primarily be sold on the site;
 - (c) restaurants;
 - (d) accessory warehouse and storage;
 - (e) small animal grooming;
 - (f) small animal veterinary clinic;
 - (g) indoor commercial recreation use; and
 - (h) outdoor storage.
- (2) The buildings and the site must be constructed and developed in substantial compliance with the site plan attached as Schedule "A" and elevations attached as Schedule "B" to this Agreement.

Development Standards

3. The development standards applicable to the Land shall be those applicable to a B4 District except as follows:

- (a) The total maximum gross floor area for area of buildings on site shall not exceed 13,100 m² (141,007 ft²) and:
 - (i) in no case shall the total maximum gross floor area for retail, restaurant, small animal grooming, and small animal veterinary clinic uses exceed 4,800 m² (51,666.7 ft²);
 - (ii) in no case shall the total maximum gross floor area for all nurseries, greenhouses, and accessory warehouse uses exceed 8,300 m² (89,340 ft²); and
 - (iii) in no case shall the total area devoted to accessory warehouse use exceed 600 m² (6,458 ft²).
- (b) Indoor commercial recreation use may only be located in the area identified as “Seasonal Use Greenhouse” and “Seasonal Use Production Greenhouse” on the site plan attached to this Agreement.

Parking

- 4. A minimum of 325 parking spaces shall be provided; seven of which shall be barrier-free.

Bicycle Parking

- 5. (a) A minimum of one bicycle parking space shall be provided for every 300 m² of gross floor area devoted to retail, restaurant, small animal grooming and small animal veterinary clinic uses.
- (b) Bicycle parking spaces shall be provided in locations that are readily visible, well-lit, and in close proximity to building entrances.

Landscaping

- 6. In addition to landscaping requirements contained in the B4 District the following shall apply to the satisfaction of the Development Officer:
 - (a) An intensive landscaping strip of not less than 3.0 m wide adjacent to and abutting the southwest site line shall be provided.
 - (b) An additional 5.8 m landscape strip shall be provided adjacent to and abutting the intensive landscaping strip, from the front site line to the rear of the building, as shown on the site plan attached to and forming part of this Agreement.

- (c) A sound attenuation fence/wall shall be developed and landscaped on the southwest side site line in substantial conformance with the site plans attached to this Agreement as Schedule “A” and shall be consistent with the images illustrated in the attached Schedule “C” and:
 - (i) shall begin at a point 9.0 m from the front site line;
 - (ii) shall not exceed 2.0 m in height in the required front yard;
 - (iii) shall be a minimum 2.44 m and a maximum of 2.74 m in height from the front of the building to the rear of the property; and
 - (iv) the City may request alterations to the location of the sound attenuation fence/wall, where necessary, to address vehicular and/or pedestrian safety.

Outdoor Storage

- 7. (a) Outdoor storage is not permitted in the front yard. Any storage in the side and rear yard shall be suitably screened to the satisfaction of the Development Officer.
- (b) The bulk material bins adjacent to College Drive shall be developed in substantial conformance with the site plans, the elevations and the images attached to this Agreement as Schedules “A”, “B” and “C”.

Outdoor Lighting

- 8. All outdoor lighting must be of an appropriate arrangement and intensity that does not unduly interfere with the adjacent land uses or interfere with the safe operation of nearby roadways and traffic control devices.

Signage

- 9. Signage shall comply with Signage Group 4 of the Sign Regulations with the following provisions:
 - (a) Electronic message centres are prohibited.
 - (b) Portable signs are prohibited.
 - (c) Lighting must be sensitive to neighbouring properties and shall only be illuminated during the hours of operation applicable to the particular permitted land use.

Application of Zoning Bylaw

10. 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

11. 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

12. 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

13. 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

14. 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

15. 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

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

Effective Date of Rezoning

17. It is understood by the Owner that the Land shall not be effectively rezoned from an RMTN(H) District and a B4(H) District to a B4 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

18. (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 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 Interest

19. (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

20. 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

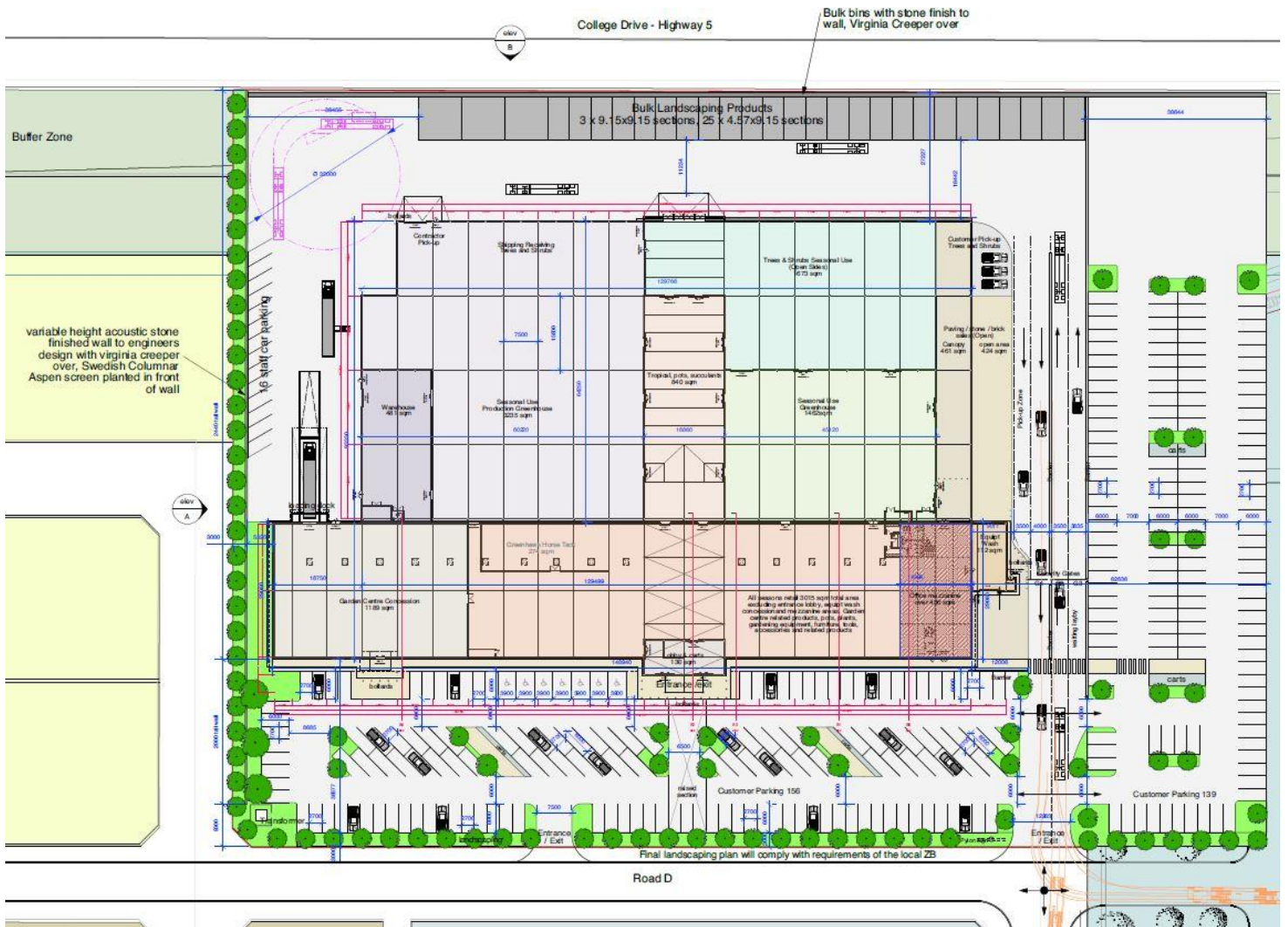
c/s

City Clerk

S&C Wilson Land Holdings Ltd.

c/s

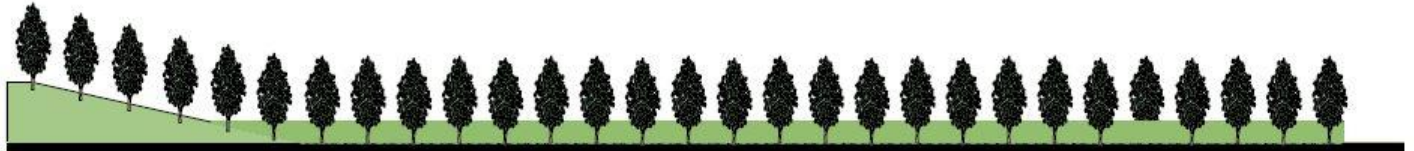
Schedule "A"



Schedule "C"



Elevation A - initial planting



Elevation A - mature growth



Elevation B - initial planting



Elevation B - mature growth



Image showing soundwall and tree screen on elevation A initial year planting



Image showing soundwall and tree screen on elevation A mature growth



Image showing bulk bins stone wall with Virginia Creeper growing over on Elevation B, initial planting



Image showing bulk bins stone wall with Virginia Creeper growing over on Elevation B, mature growth

Affidavit Verifying Corporate Signing Authority

Canada)
Province of Saskatchewan)
To Wit:)

I, _____, of the City of Saskatoon, in the
(Name)
Province of Saskatchewan, _____, make oath and say:
(Position Title)

1. I am an officer or director of the corporation named in the within instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

Sworn before me at the City of Saskatoon,)
in the Province of Saskatchewan, this ____)
day of _____, 2016.)
)
_____)

A Commissioner for Oaths for Saskatchewan.)
My commission expires _____.)
(or) Being a solicitor.)

(Signature)