

BYLAW NO. 9884

The Zoning Amendment Bylaw, 2023 (No. 7)

The Council of the City of Saskatoon enacts:

Short Title

1. This Bylaw may be cited as *The Zoning Amendment Bylaw, 2023 (No. 7)*.


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.


R2 to B5B by Agreement

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 R2 District to a B5B District by agreement:

- (1) Civic Address: 529 7th St E
Surface Parcel No.: 120319006
Legal Land Description: Lot 19, Block 20, Plan G103 ext 0
- (2) Civic Address: 528 8th St E
Surface Parcel No.: 120123458
Legal Land Description: Lot 7, Block 20, Plan G103 ext 0
Surface Parcel No.: 120123469
Legal Land Description: Lot 8, Block 20, Plan G103 ext 0

- (3) Civic Address: 1116 Broadway Ave
 Surface Parcel No.: 120318982
 Legal Land Description: Lot 14, Block 20, Plan G103 ext 0
 Surface Parcel No.: 120123302
 Legal Land Description: Lot 15, Block 20, Plan G103 ext 0
- (4) Civic Address: 1118 Broadway Ave
 Surface Parcel No.: 120123313
 Legal Land Description: Lot 16, Block 20, Plan G103 ext 0
 Surface Parcel No.: 120123324
 Legal Land Description: Lot 17, Block 20, Plan G103 ext 0
- (5) Civic Address: 1122 Broadway Ave
 Surface Parcel No.: 120123335
 Legal Land Description: Lot 18, Block 20, Plan G103 ext 0

M1 to B5B by Agreement

5. 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 M1 District to a B5B District by agreement:

- (1) Civic Address: 1100 Broadway Ave
 Surface Parcel No.: 120123256
 Legal Land Description: Lot 9, Block 20, Plan G103 ext 0
- (2) Civic Address: 1104 Broadway Ave
 Surface Parcel No.: 120123267
 Legal Land Description: Lot 10, Block 20, Plan G103 ext 0
- (3) Civic Address: 1106 Broadway Ave
 Surface Parcel No.: 120123278
 Legal Land Description: Lot 11, Block 20, Plan G103 ext 0

- (4) Civic Address: 1110 Broadway Ave
- Surface Parcel No.: 120123289
Legal Land Description: Lot 12, Block 20, Plan G103 ext 0
- Surface Parcel No.: 120123290
Legal Land Description: Lot 13, Block 20, Plan G103 ext 0

Execution of Agreement Authorized

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

Coming Into Force

7. This Bylaw shall come into force upon:
- (a) the registration of the Rezoning Agreement against title to the lands rezoned and approval; and
 - (b) the approval of Bylaw No. 9883, *The Official Community Plan Amendment Bylaw, 2023* by the Minister of Government Relations.

Read a first time this _____ day of _____, 2023.

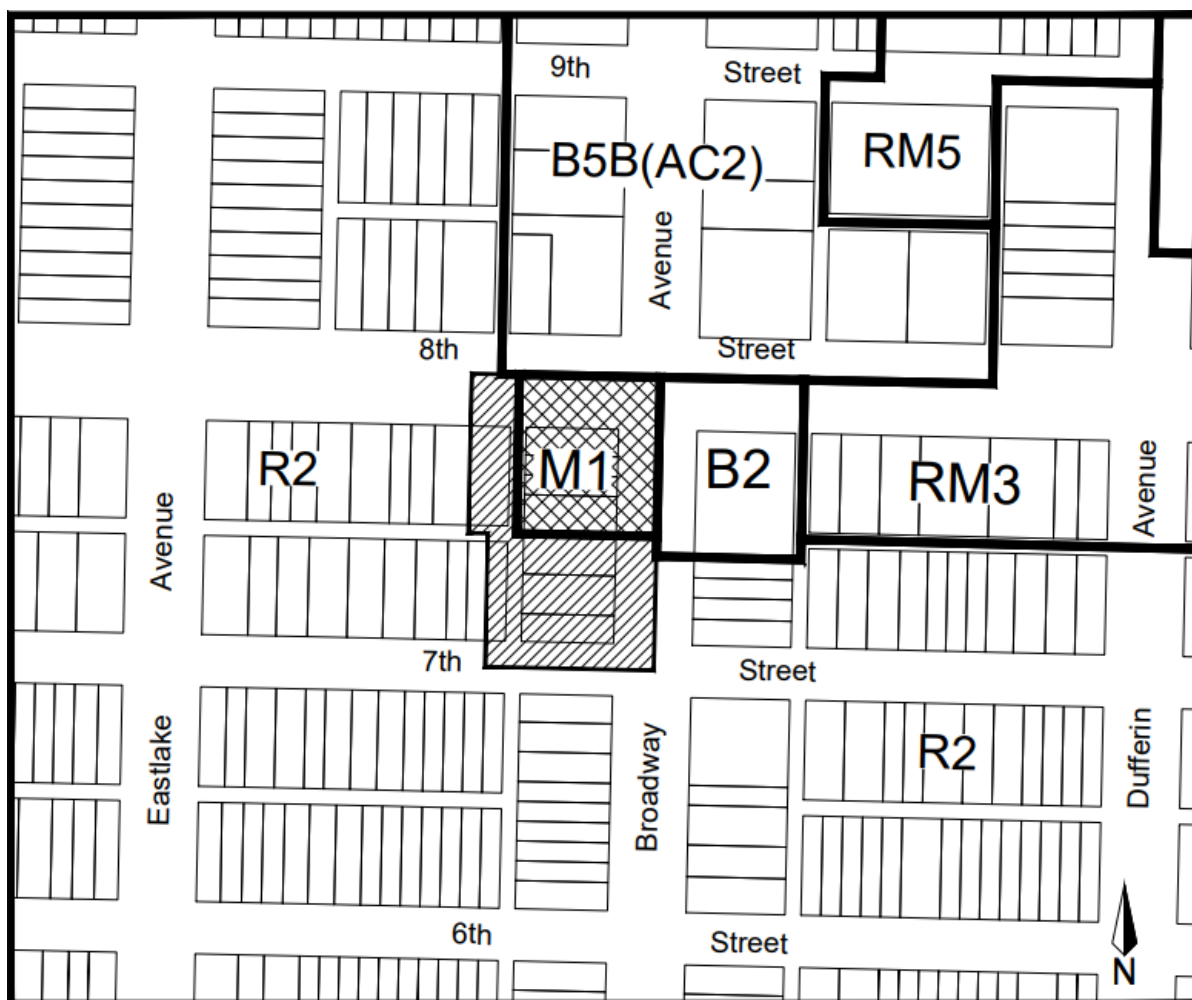
Read a second time this _____ day of _____, 2023.

Read a third time and passed this _____ day of _____, 2023.

Mayor

City Clerk

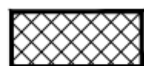
Appendix "A"



ZONING AMENDMENT



From R2 to B5B by Agreement



From M1 to B5B by Agreement

Appendix “B” Rezoning Agreement

This Agreement made effective the 26th day of April, 2023.

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 –

Saska Land Development Holdings Corp., a Saskatchewan business corporation carrying on business in Saskatoon, Saskatchewan, and **Yuanyuan Li** and **Huiqing Hong**, individuals residing in Saskatoon, Saskatchewan (collectively, the “Owners”)

Whereas

A. The Owners are the registered owners of the land described as follows:

(1) Saska Land Development Holdings Corp. owns:

- | | | |
|-----|-------------------------|-----------------------------------|
| (a) | Civic Address: | 529 7 th St E |
| | Surface Parcel No.: | 120319006 |
| | Legal Land Description: | Lot 19, Block 20, Plan G103 ext 0 |
| (b) | Civic Address: | 528 8 th St E |
| | Surface Parcel No.: | 120123458 |
| | Legal Land Description: | Lot 7, Block 20, Plan G103 ext 0 |
| | Surface Parcel No.: | 120123469 |
| | Legal Land Description: | Lot 8, Block 20, Plan G103 ext 0 |
| (c) | Civic Address: | 1100 Broadway Ave |
| | Surface Parcel No.: | 120123256 |
| | Legal Land Description: | Lot 9, Block 20, Plan G103 ext 0 |

- (d) Civic Address: 1104 Broadway Ave
 - Surface Parcel No.: 120123267
 - Legal Land Description: Lot 10, Block 20, Plan G103 ext 0
- (e) Civic Address: 1106 Broadway Ave
 - Surface Parcel No.: 120123278
 - Legal Land Description: Lot 11, Block 20, Plan G103 ext 0
- (f) Civic Address: 1110 Broadway Ave
 - Surface Parcel No.: 120123289
 - Legal Land Description: Lot 12, Block 20, Plan G103 ext 0
 - Surface Parcel No.: 120123290
 - Legal Land Description: Lot 13, Block 20, Plan G103 ext 0
- (g) Civic Address: 1122 Broadway Ave
 - Surface Parcel No.: 120123335
 - Legal Land Description: Lot 18, Block 20, Plan G103 ext 0
- (2) Huiqing Hong owns:
 - (a) Civic Address: 1116 Broadway Ave
 - Surface Parcel No.: 120318982
 - Legal Land Description: Lot 14, Block 20, Plan G103 ext 0
 - Surface Parcel No.: 120123302
 - Legal Land Description: Lot 15, Block 20, Plan G103 ext 0
- (3) Yuanyuan Li owns:
 - (a) Civic Address: 1118 Broadway Ave
 - Surface Parcel No.: 120123313
 - Legal Land Description: Lot 16, Block 20, Plan G103 ext 0
 - Surface Parcel No.: 120123324
 - Legal Land Description: Lot 17, Block 20, Plan G103 ext 0

(collectively, the “Land”).

- B. The Owners have applied to the City for approval to rezone the Land from an R2 and M1 District to a B5B 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 R2 and M1 District to a B5B 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 Owners agree that, upon the Land being rezoned from an R2 and M1 District to a B5B 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 Owners agree that the use of the Land will be restricted to a mixed-use building comprised of a multiple-unit dwelling and limited commercial uses including:
 - (a) restaurants;
 - (b) bakeries;
 - (c) photography studios;
 - (d) retail stores;
 - (e) personal service trades and health clubs;
 - (f) office and office buildings;
 - (g) medical clinics;
 - (h) medical, dental and optical laboratories;

- (i) financial institutions;
- (j) private schools;
- (k) art galleries;
- (l) catering kitchens;
- (m) veterinary clinics;
- (n) small animal grooming; and
- (o) short-term rental properties.

Development Standards

3. The development standards applicable to the Land shall be those applicable to an B5B District except as follows:
 - (a) minimum building setbacks:
 - (i) front (east): 1.5m;
 - (ii) exterior side (north): 0m;
 - (iii) rear (south): 0m; and
 - (iv) interior side (west): 6.6m;
 - (b) a maximum building height of 25.0m and six storeys;
 - (c) a minimum building base height of 5.49m;
 - (d) a gross floor space ratio not exceeding 3.85:1;
 - (e) a floor area at grade not exceeding 1965m²;
 - (f) a maximum of 90 dwellings units;
 - (g) the 2nd through 6th floors may only contain dwelling units and short-term rental properties;
 - (h) the ground floor may only contain the uses identified in clauses 2(a) through (n) of this Agreement;

- (i) the mechanical penthouse will not count towards building height or gross floor space ratio calculations, provided it does not cover more than 20% of the gross roof area;
- (j) a minimum of 730m² of amenity space shall be provided;
- (k) balconies shall be included in the amenity space calculation and may project into the required front setback; and
- (l) all other development standards, except those in subsections 10.8A.4(1) through (4) of the Zoning Bylaw, shall conform to the relevant sections of the Zoning Bylaw.

Parking

- 4. (1) A minimum of 135 parking spaces shall be provided as follows:
 - (a) 123 on-site parking spaces through a combination of underground and surface parking spaces; and
 - (b) 12 at-grade parking spaces, including 10 visitor spaces, are to be provided in a parking station located on 529 7th St E.
- (2) A minimum of 46 long-term bicycle parking spaces shall be provided in the underground parking structure.

Landscaping

- 5. Landscaping shall be provided as follows:
 - (a) a minimum landscape strip of .92m shall be provided on 529 7th St E adjacent to the 12 at-grade parking spaces to be provided as outlined in the site plan attached as Schedule "A" to this Agreement;
 - (b) a minimum landscape strip of .92m shall be provided adjacent to the parking located on 528 8th St E and adjacent to the proposed private driveway access to 8th St E as outlined in the site plan attached as Schedule "A" to this Agreement;
 - (c) a solid fence of 1.8m to 2.0m in height shall be installed and maintained along the west property lines of 529 7th St E and 528 8th St E; and

- (d) all other landscaping shall be provided as per the site plan attached as Schedule "A" to this Agreement and as per section 7 of the Zoning Bylaw.

Site Plan and Elevations

- 6. The Owners covenant and agree that the site must be developed substantially in accordance with the site plan and exterior elevations attached as Schedule "A" to this Agreement.

Application of Zoning Bylaw

- 7. The Owners covenant and agree 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 Owners covenant and agree 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 Owners covenant and agree 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 Owners that the Land shall not be effectively rezoned from an R2 and M1 District to a B5B 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 titles 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 revert to the respective zoning district to which the Land was subject prior to the rezoning contemplated by this Agreement.
 - (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 Owners 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 Owners agree 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

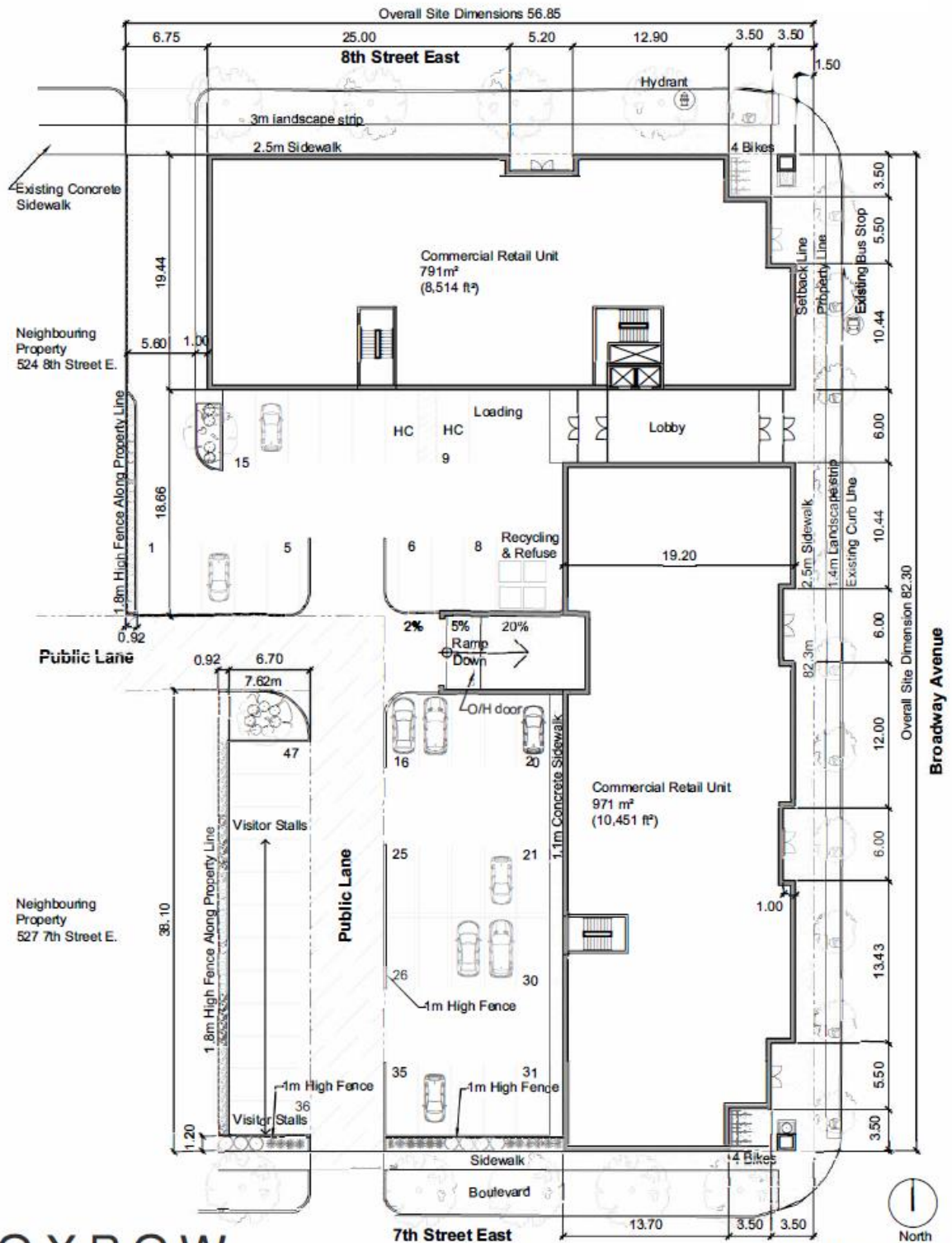
Saska Land Development Holdings Corp.

c/s

Yuanyuan Li

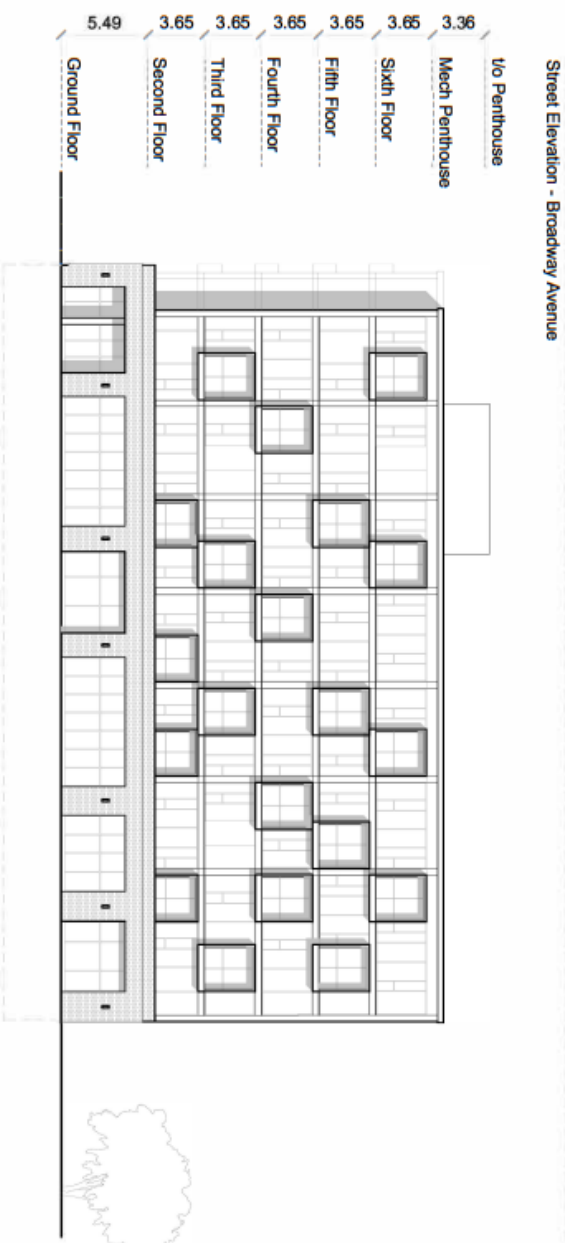
Huiqing Hong

Schedule "A"



OXBOW
ARCHITECTURE

Site Plan / Ground Floor
Floor Area 2048m²
Date: 2022.10.24





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)