

BYLAW NO. 9905

The Zoning Amendment Bylaw, 2023 (No. 12)

The Council of The City of Saskatoon enacts:

Short Title

1. This Bylaw may be cited as *The Zoning Amendment Bylaw, 2023 (No. 12)*.


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:

- | | | |
|-----|-------------------------|--|
| (1) | Civic Address: | 1006 College Drive |
| | Surface Parcel No.: | 162106376 |
| | Legal Land Description: | Blk/Par Y Plan 101913296 Ext 0; and |
| (2) | Civic Address: | 421 Clarence Avenue North |
| | Surface Parcel No.: | 136136000 |
| | Legal Land Description: | Lot 43 Blk/Par 14 Plan 101399340 Ext 18
As described on Certificate of Title
94S05457, description 18; and |
| | Surface Parcel No.: | 120298888 |
| | Legal Land Description: | Lot 23 Blk/Par 14 Plan F5527 Ext 0
As described on Certificate of Title
94S05457 |

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 _____, 2023.

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

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

Mayor

City Clerk

Appendix "A"



PROPOSED ZONING AMENDMENT



Amendment to Existing M3 by Agreement

File No. RZ03-2023

Appendix “B”

Amended Rezoning Agreement

This Agreement made effective this 26th day of July, 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 -

North Prairie Developments Ltd., a Saskatchewan corporation carrying on business in the City of Saskatoon, in the Province of Saskatchewan (“NPD”)

Whereas:

A. The City entered into a Rezoning Agreement on or about January 16, 2019 with NPD and the prior owner with respect to the following lands:

- | | | |
|-----|-------------------------|--|
| (1) | Civic Address: | 1006 College Drive |
| | Surface Parcel No.: | 162106376 |
| | Legal Land Description: | Blk/Par Y Plan 101913296 Ext 0 |
| (2) | Civic Address: | 421 Clarence Avenue North |
| | Surface Parcel No.: | 136136000 |
| | Legal Land Description: | Lot 43 Blk/Par 14 Plan 101399340 Ext 18
As described on Certificate of Title 94S05457,
description 18; and |
| | Surface Parcel No.: | 120298888 |
| | Legal Land Description: | Lot 23 Blk/Par 14 Plan F5527 Ext 0
As described on Certificate of Title 94S05457 |

(collectively referred to as the “Land”);

B. As contemplated in the Rezoning Agreement, NPD took title of the Land pursuant to an Agreement of Purchase and Sale between NPD and the previous owner of the Land;

- C. NPD 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:
 - "2. The Owner agrees that the use of the Land will be restricted to a multiple unit dwelling with a maximum of 171 dwelling units with the following accessory uses permitted:
 - (a) health clubs;
 - (b) personal service trades;
 - (c) offices;
 - (d) private schools, limited to instructed fitness classes; and
 - (e) parking stations."

Section 4 Amended

- 3. Section 4 is deleted and the following substituted:
 - "4. The development standards applicable to the Land shall be those applicable to the M3 District except as follows:

- (a) any single accessory use as permitted in subsection 2(a), (b), (c) or (d):
 - (i) shall not exceed 100 m² in floor area;
 - (ii) where street fronting, must include exterior access; and
 - (iii) is limited to the main floor;
- (b) Front Yard Setback: Minimum of 2.1 metres along College Drive:
 - (i) front yard setback may be reduced to 0.9 metres in association with the westernmost front building column on College Drive as indicated on the site plan;
- (c) Building Height: Maximum of 42 metres and a maximum of 13 stories, inclusive of the mechanical penthouse;
- (d) Gross Floor Space Ratio: shall not exceed 5.5:1;
- (e) dwelling units that are located at-grade and front either College Drive or Clarence Avenue shall provide individual exterior entrances allowing access to and from the street;
- (f) raised patios and stairs may project into the front yard and side yard adjacent to Clarence Avenue as shown on the site plan;
- (g) the mechanical intake, mechanical exhaust, and parkade access and stairs shown on the site plan in the southwest, northeast and southeast corners, respectively, shall be permitted accessory structures provided that they are enclosed and suitably screened;
- (h) the retaining wall in the northwest corner of the site may not exceed a maximum of 1.75 metres in height;
- (i) the 13th floor shall not contain dwelling units; and
- (j) rooftop mechanical equipment not enclosed within the mechanical penthouse shall be concealed by screening in a manner compatible with the architectural character of the building.”.

Section 5 Amended

4. Section 5 is deleted and the following substituted:

“5. Parking facilities shall consist of the following:

- (a) a minimum of 0.9 parking spaces per dwelling unit;
- (b) a minimum of 0.125 visitor parking spaces per dwelling unit, which shall be located at-grade and in the first level of the parkade;
- (c) parking spaces or storage lockers that can accommodate a minimum of 0.5 bicycle parking spaces or storage lockers per dwelling unit;
- (d) the parkade vehicle door may be less than 6.0 metres in width, provided that it allows for safe and efficient movement of two-way traffic and that the associated drive aisles are a minimum of 6.0 metres; and
- (e) a minimum of 2 accessible parking spaces with minimum dimensions of 2.7 metres by 6.0 metres and an adjacent access aisle with a minimum dimension of 1.5 metres by 6.0 metres.”.

Schedule “A” Amended

5. Schedule “A” is deleted and the schedule attached to this Agreement as Schedule “B” is substituted.

Other Provisions of Rezoning Agreement

6. Except as modified by the provisions of this Agreement, all terms and conditions of the Rezoning Agreement remain in full force and effect.

Registration of Interest

7. (1) The parties hereto acknowledge that this Agreement is made pursuant to Section 69 of *The Planning and Development Act, 2007*, and NPD 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 NPD, its successors and assigns.

City of Saskatoon

c/s

Mayor

City Clerk

North Prairie Developments Ltd.

c/s

Andrew Williams, President

Schedule "A"

Rezoning Agreement

This Agreement made this 16th day of January, 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 -

Remai Ventures Inc., a Saskatchewan Corporation carrying on business in the City of Saskatoon, in the Province of Saskatchewan ("RVI")

- and -

North Prairie Development Ltd., a Saskatchewan Corporation carrying on business in the City of Saskatoon, in the Province of Saskatchewan ("NPD")

(Collectively referred to as the "Owner")

Whereas

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

- | | | |
|-----|-------------------------|--|
| (1) | Civic Address: | 1006 College Drive |
| | Surface Parcel No.: | 162106376 |
| | Legal Land Description: | Blk/Par Y Plan 101913296 Ext 0 |
| (2) | Civic Address: | 421 Clarence Avenue North |
| | Surface Parcel No.: | 136136000 |
| | Legal Land Description: | Lot 43 Blk/Par 14 Plan 101399340 Ext 18
As described on Certificate of Title 94S05457,
description 18; and |
| | Surface Parcel No.: | 120298888 |
| | Legal Land Description: | Lot 23 Blk/Par 14 Plan F5527 Ext 0
As described on Certificate of Title 94S05457 |

(collectively referred to as the "Land").

B. NPD is entitled to become the registered owner of the Land pursuant to an Agreement of Purchase and Sale between RVI and NPD and upon transfer of the

Land to it will, as registered owner, be subject to all of the terms and conditions of this Agreement as Owner.

- C. The Owner has applied to the City for approval to rezone the land from an RM4 District and M2 District to an M3 District to allow for the development of the proposal specified in this Agreement.
- 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 an RM4 District and M2 District 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 agrees that, upon the Land being rezoned from a RM4 District and M2 District 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. (1) The Owner agrees that the use of the Land will be restricted to a multiple unit dwelling with a maximum of 171 dwelling units with the following accessory uses permitted:
 - (a) health clubs;
 - (b) personal service trades;
 - (c) offices; and
 - (d) parking stations.

Development Standards

- 3. The site must be developed substantially in accordance with the site plan and elevations attached as Schedule "A" to this Agreement.
- 4. The development standards applicable to the Land shall be those applicable to the M3 District except as follows:

- (a) any single accessory use as permitted in subsection 2(a), (b) or (c):
 - (i) shall not exceed 100 m² in floor area;
 - (ii) where street fronting, must include exterior access; and
 - (iii) is limited to the main floor;
- (b) Front Yard Setback: Minimum of 2.1 metres along College Drive:
 - (i) front yard setback may be reduced to 0.9 metres in association with the westernmost front building column on College Drive as indicated on the site plan;
- (c) Building Height: Maximum of 38.5 metres and a maximum of 12 stories;
- (d) Gross Floor Space Ratio: shall not exceed 5.35:1;
- (e) the mechanical penthouse will not count towards the building height or gross floor space ratio calculations provided it does not cover more than 20% of the gross roof area;
- (f) dwelling units that are located at-grade and front either College Drive or Clarence Avenue shall provide individual exterior entrances allowing access to and from the street;
- (g) raised patios and stairs may project into the front yard and side yard adjacent to Clarence Avenue as shown on the site plan;
- (h) the mechanical intake, mechanical exhaust, and parkade access and stairs shown on the site plan in the southwest, northeast and southeast corners, respectively, shall be permitted accessory structures provided that they are enclosed and suitably screened; and
- (i) the retaining wall in the northwest corner of the site may not exceed a maximum of 1.75 metres in height.

Parking

5. Parking facilities shall consist of the following:

- (a) a minimum of 0.9 parking spaces per dwelling unit;
- (b) a minimum of 0.125 visitor parking spaces per dwelling unit, which shall be located at-grade and in the first level of the parkade;

- (c) parking spaces or storage lockers that can accommodate a minimum of 0.5 bicycle parking spaces or storage lockers per dwelling unit; and
- (d) the parkade vehicle door may be less than 6.0 metres in width, provided that it allows for safe and efficient movement of two-way traffic and that the associated drive aisles are a minimum of 6.0 metres.

Landscaping

- 6. (1) Landscaping areas identified on the site plan shall be landscaped to the satisfaction of the Development Officer.
- (2) Walkways shall be provided for the purposes of pedestrian access between the principal building entrance and both College Drive and Clarence Avenue. The walkways shall be appropriately lit and the lighting shall be of an arrangement and intensity consistent with adjacent development.

Signage

- 7. Signage shall be permitted on the Land in accordance with the regulations of Signage Group No. 3, except as follows:
 - (a) the face area of any single sign affixed to the principal building shall not exceed 6.0 m².

Application of Zoning Bylaw

- 8. 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

- 9. 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

- 10. 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

11. 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

12. 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

13. 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

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

Effective Date of Rezoning

15. It is understood by the Owner that the Land shall not be effectively rezoned from a RM4 District and M2 District 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 Interest Registration, against the Title to the Land.

Use Contrary to Agreement

16. (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 RM4 Zoning District and M2 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.

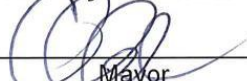
Registration of Interest

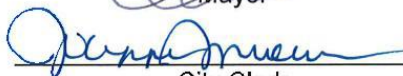
- 17. (1) The Parties hereto acknowledge that this Agreement is made pursuant to Section 69 of *The Planning and Development Act, 2007* and the Owner agrees that this Agreement shall be registered by way of an Interest Registration against the Title to the Land. As provided in Section 236 of *The Planning 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

- 18. 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


City Clerk

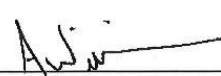


Remai Ventures Inc.





North Prairie Development Ltd.,





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)

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:

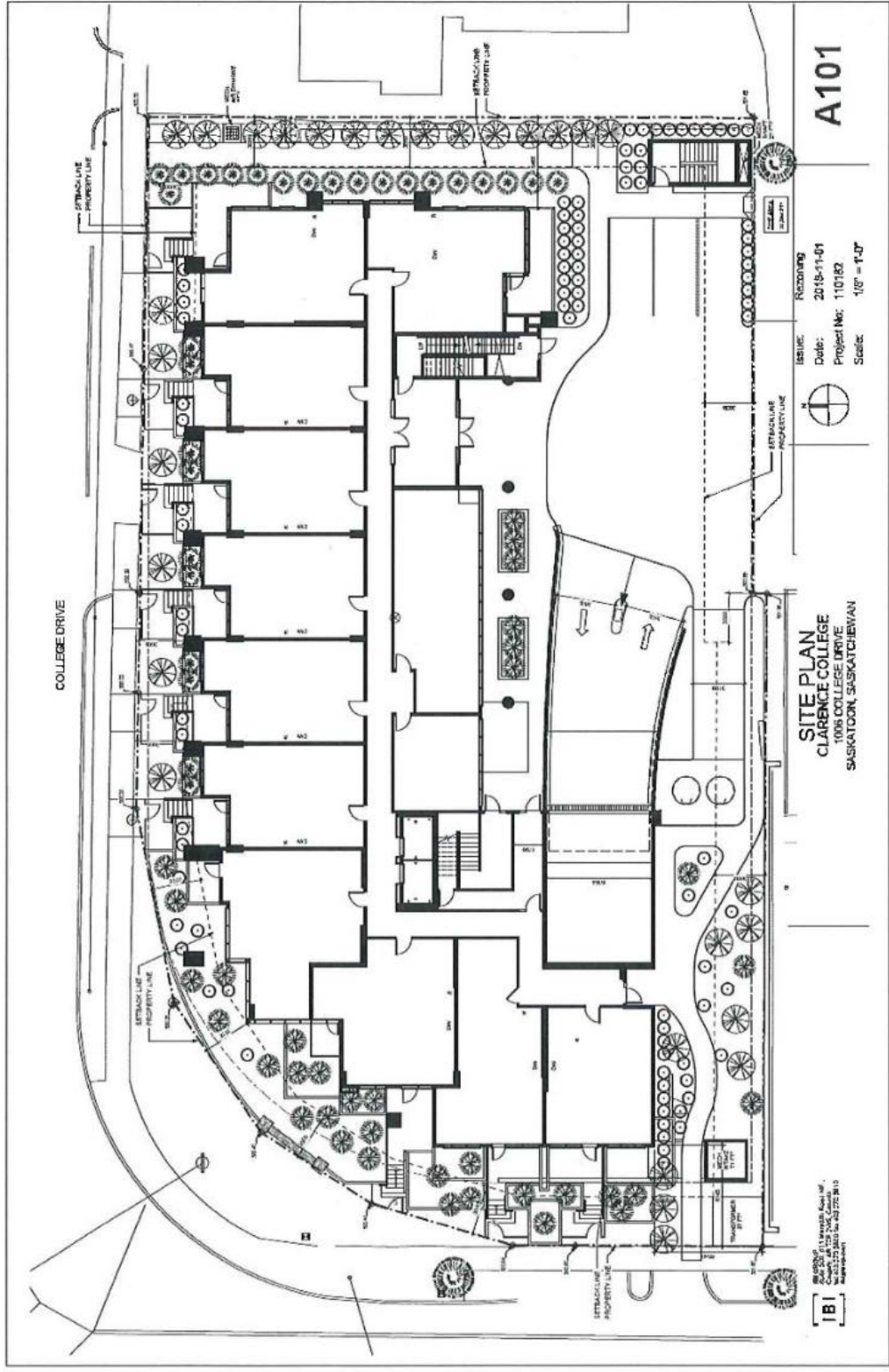
1. That I am an officer or director of the corporation named in the within instrument.
2. That I am authorized by the corporation to execute the instrument without affixing a corporate seal.

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"

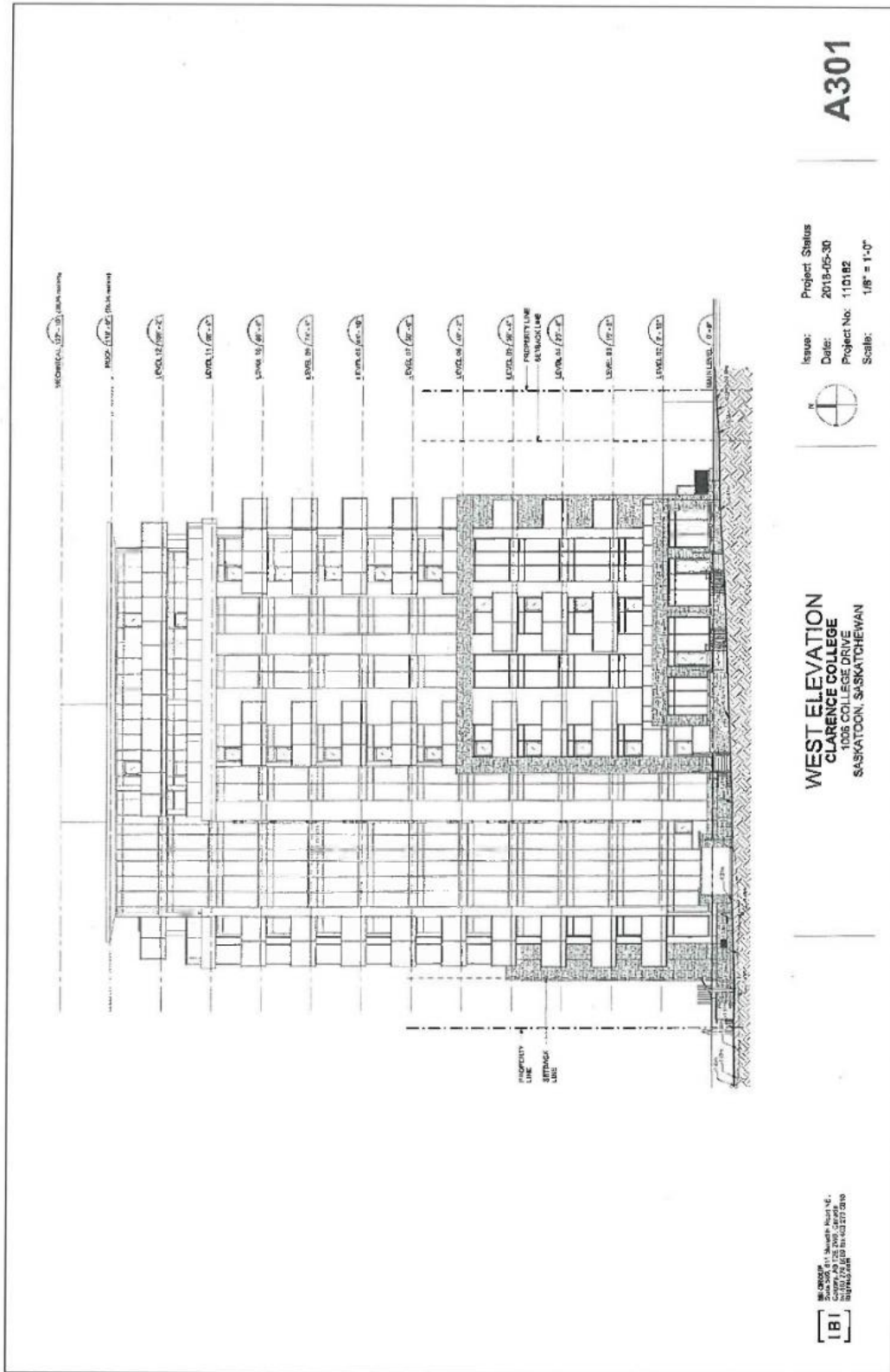


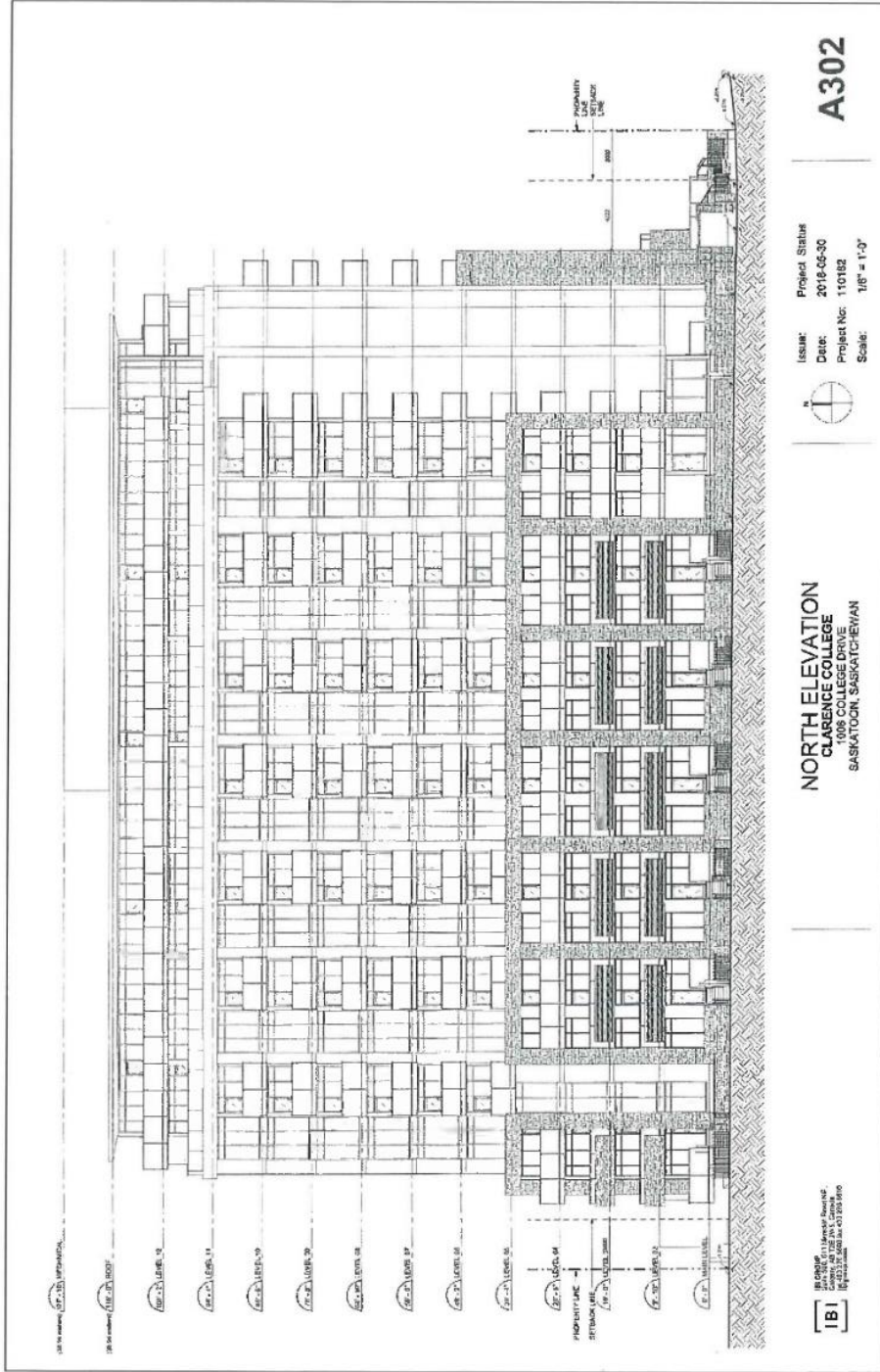
SITE PLAN
CLARENCE COLLEGE
1008 COLLEGE DRIVE
SASKATOON, SASKATCHEWAN

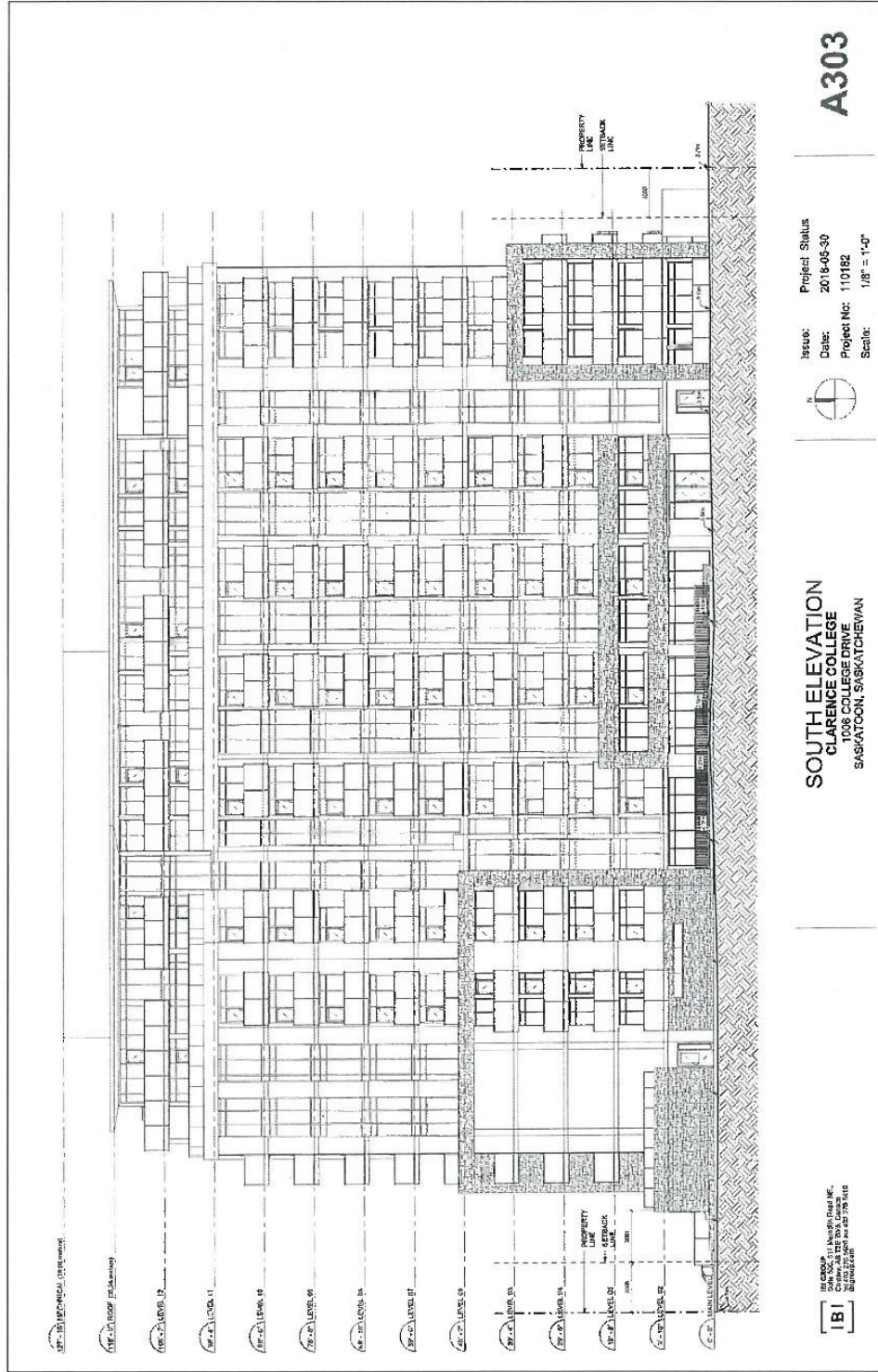
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PROJECT No: 110182
SCALE: 1/8" = 1'-0"

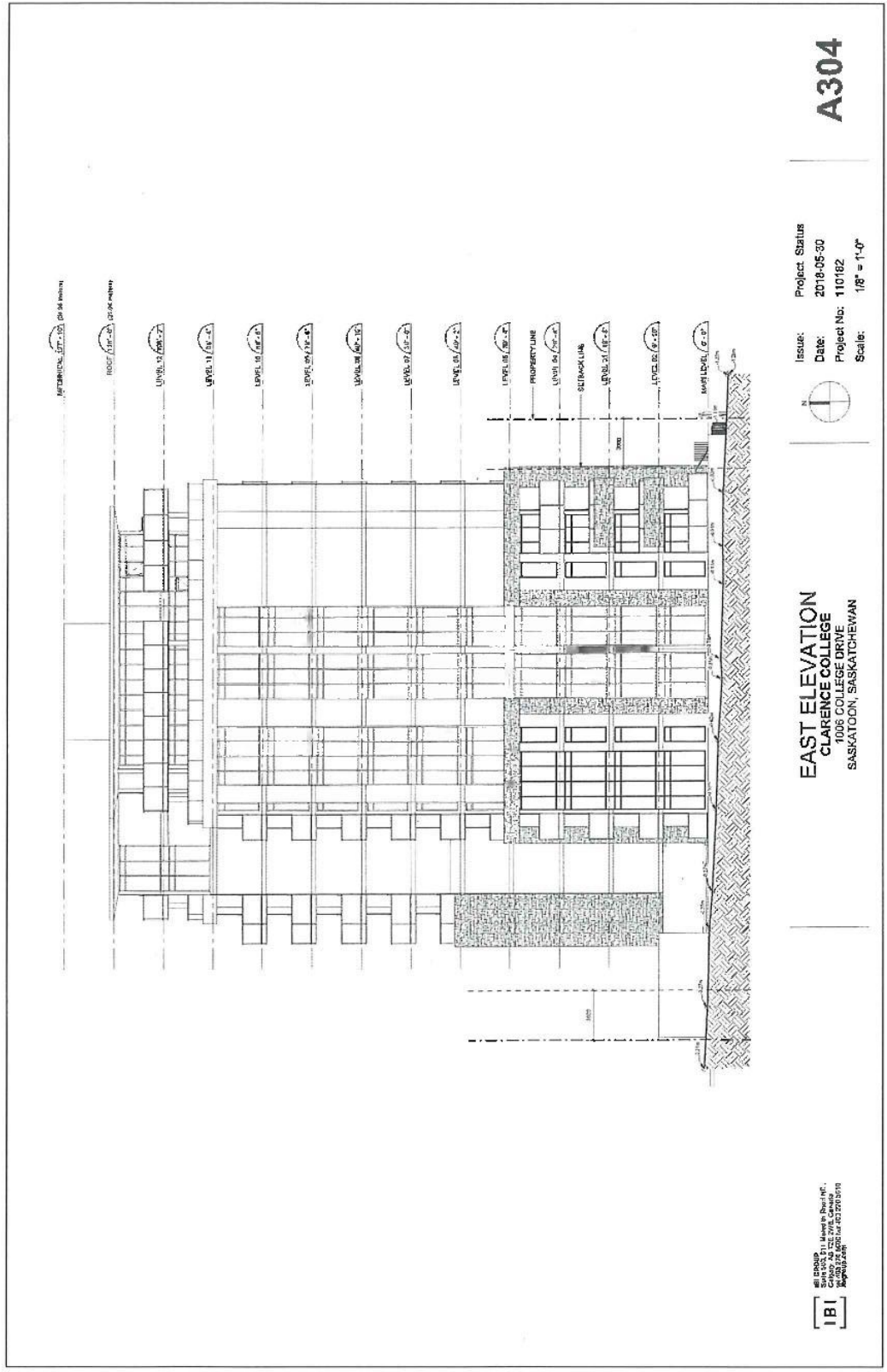
A101

JB
1117 W. 10th St. Saskatoon, SK S4N 1A1
Tel: 306-275-3800 Fax: 306-275-3810
www.jblandscape.com









A304

Issue: Project Status
 Date: 2018-05-30
 Project No: 110162
 Scale: 1/8" = 1'-0"

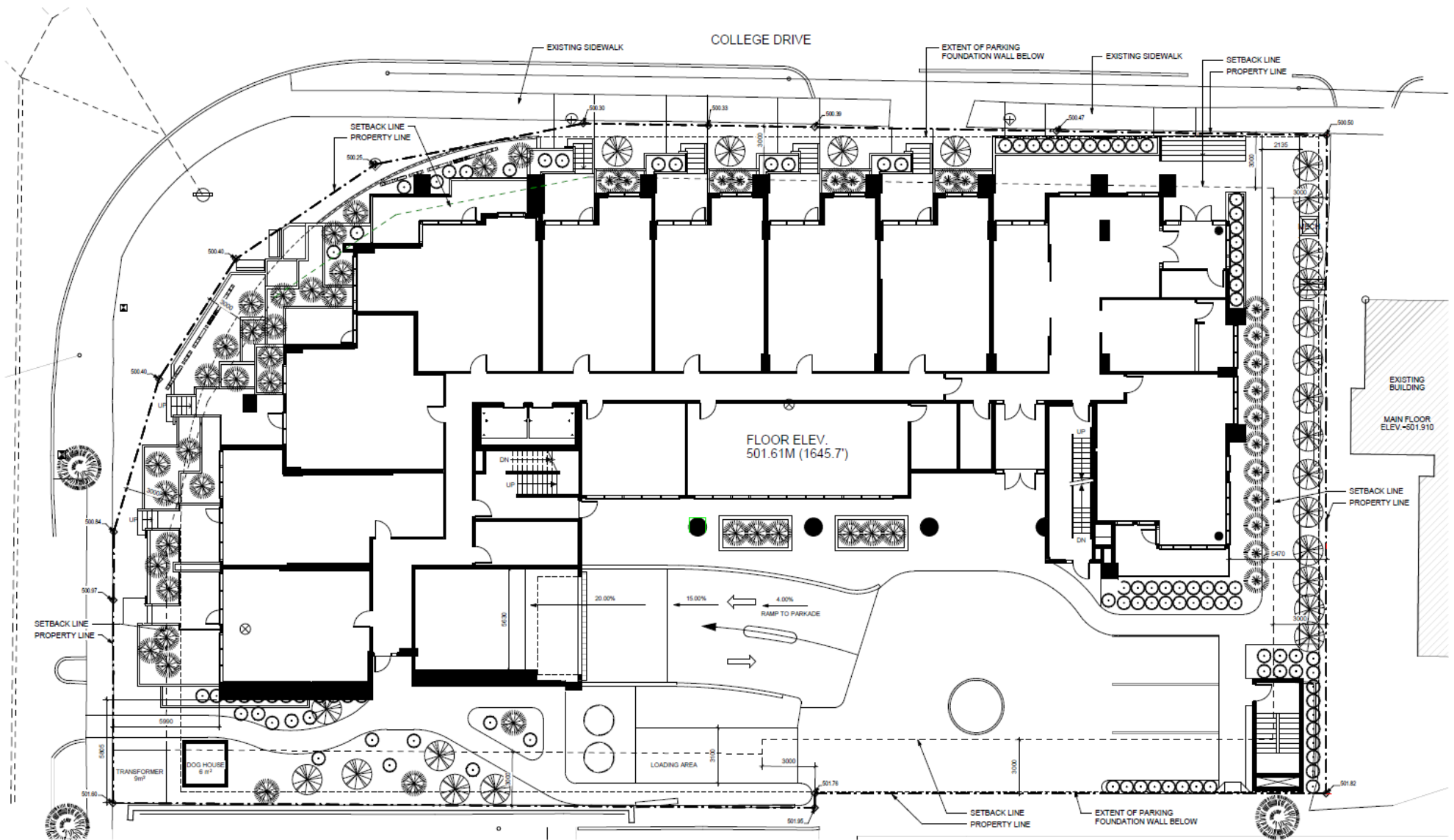


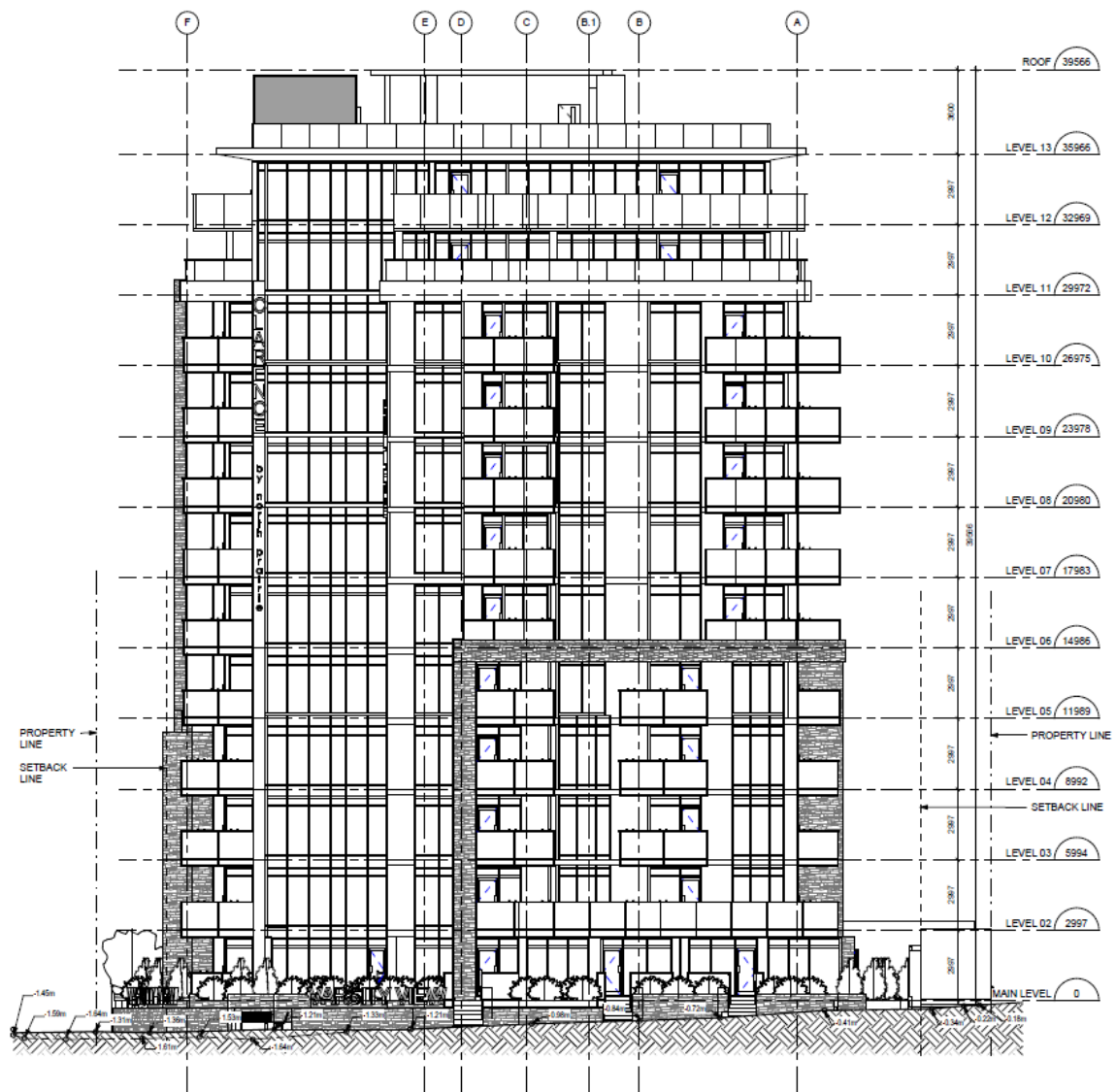
EAST ELEVATION
CLARENCE COLLEGE
 1006 COLLEGE DRIVE
 SASKATOON, SASKATCHEWAN

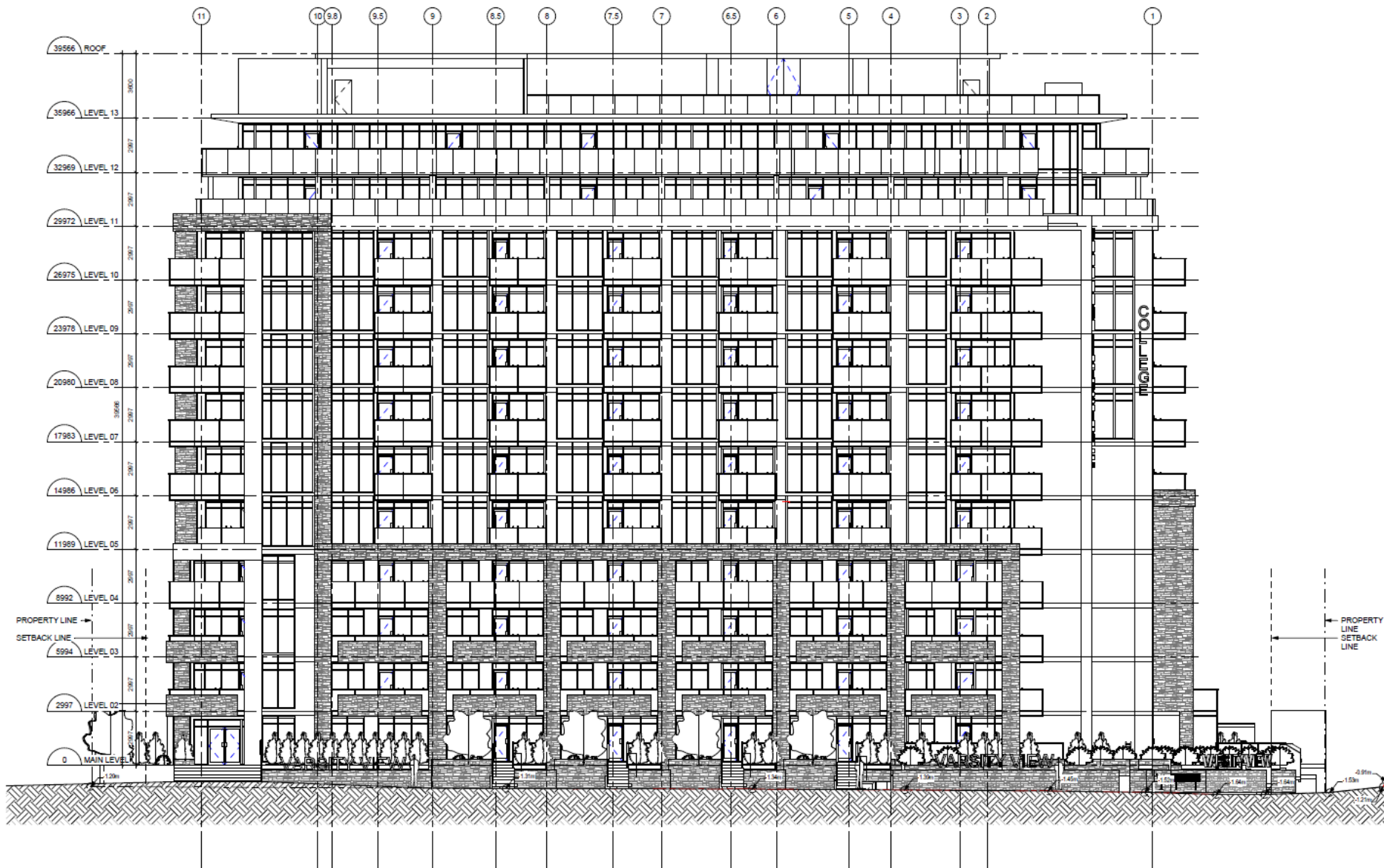
IBI GROUP
 Suite 402, 211, Market Street, Saskatoon, Saskatchewan
 S4N 0A6
 Tel: 306.975.4400 Fax: 306.975.4401
 www.ibigroup.com

Schedule “B”

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IBI GROUP
 3rd Floor - 227 11 Avenue SW
 Calgary AB T2R 1R9 Canada
 Tel: 403 270 5600 Fax: 403 270 5610
 ibigroup.com

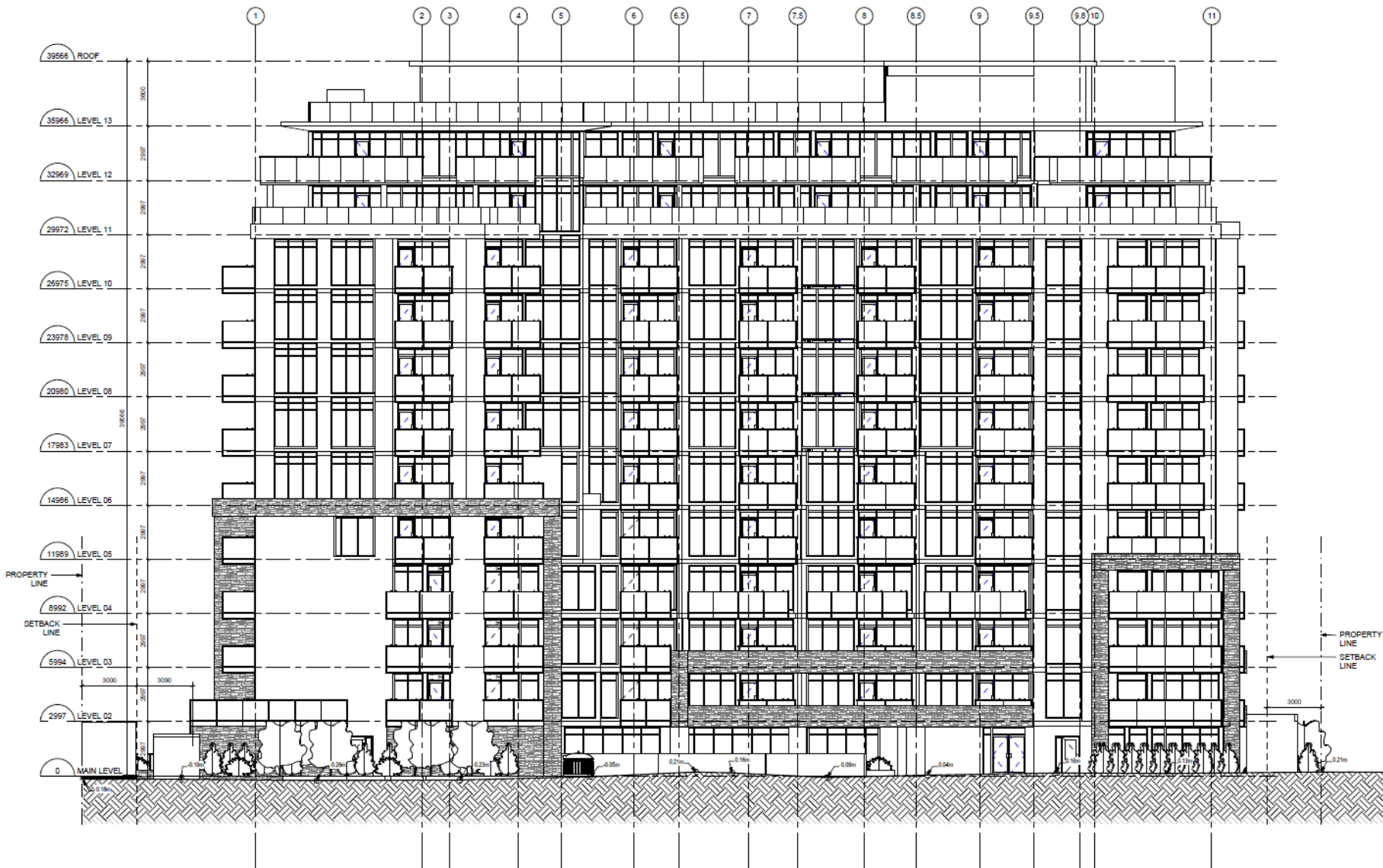
NORTH PRAIRIE
 DEVELOPMENTS LTD.

NORTH ELEVATION
CLARENCE COLLEGE
 1006 COLLEGE DRIVE
 SASKATOON, SASKATCHEWAN



Issue: REZONING AMENDMENT
 Date: 2023-05-16
 Project No: 137569
 Scale: 1 : 100

A302



IBI IBI GROUP
3rd Floor - 227 11 Avenue SW
Calgary AB T2R 1R9 Canada
Tel: 403 270 5500 fax: 403 270 5610
ibi@ibi.com

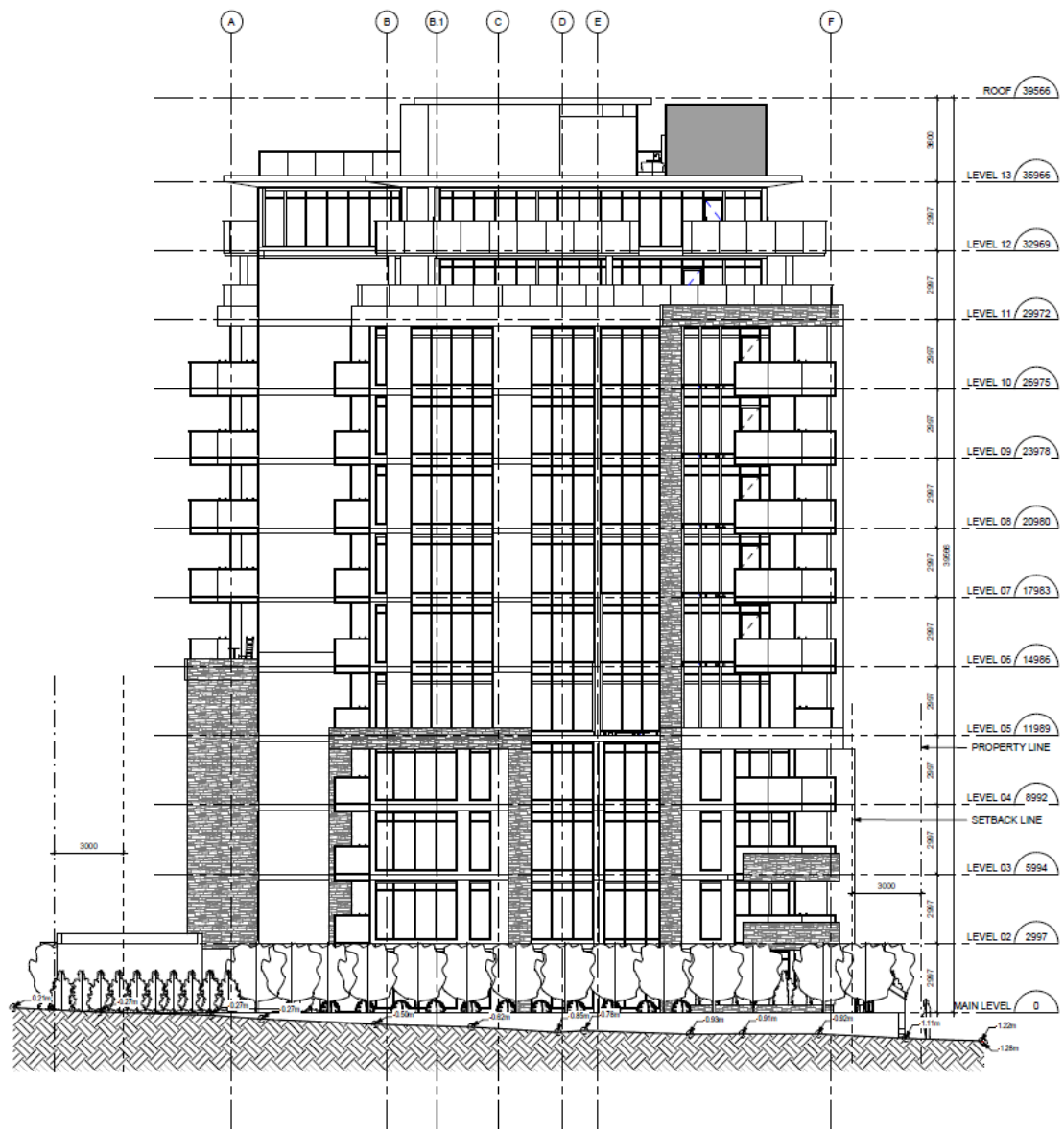
Ap NORTH PRAIRIE
DEVELOPMENTS LTD.

SOUTH ELEVATION
CLARENCE COLLEGE
1006 COLLEGE DRIVE
SASKATOON, SASKATCHEWAN



Issue: REZONING AMENDMENT
Date: 2023-05-16
Project No: 137569
Scale: 1 : 100

A303



EAST ELEVATION
CLARENCE COLLEGE
 1006 COLLEGE DRIVE
 SASKATOON, SASKATCHEWAN



Issue: REZONING AMENDMENT
 Date: 2023-05-16
 Project No: 137569
 Scale: 1 : 100

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 3rd Floor - 227 11 Avenue SW
 Calgary AB T2R 1R9 Canada
 Tel 403 270 5600 fax 403 270 5610
 ibigroup.com

NORTH PRAIRIE
 DEVELOPMENTS LTD.

A304