

BYLAW NO. 9917

The Zoning Amendment Bylaw, 2023 (No. 16)

The Council of the City of Saskatoon enacts:

Short Title

1. This Bylaw may be cited as *The Zoning Amendment Bylaw, 2023 (No. 16)*.


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.

PUD 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 a PUD District to a B5B District by agreement:

- (1) Civic Address: 509 12th Street East
Surface Parcel No.: 150486183
Legal Land Description: Lot D, Block A2, Plan 101429175

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

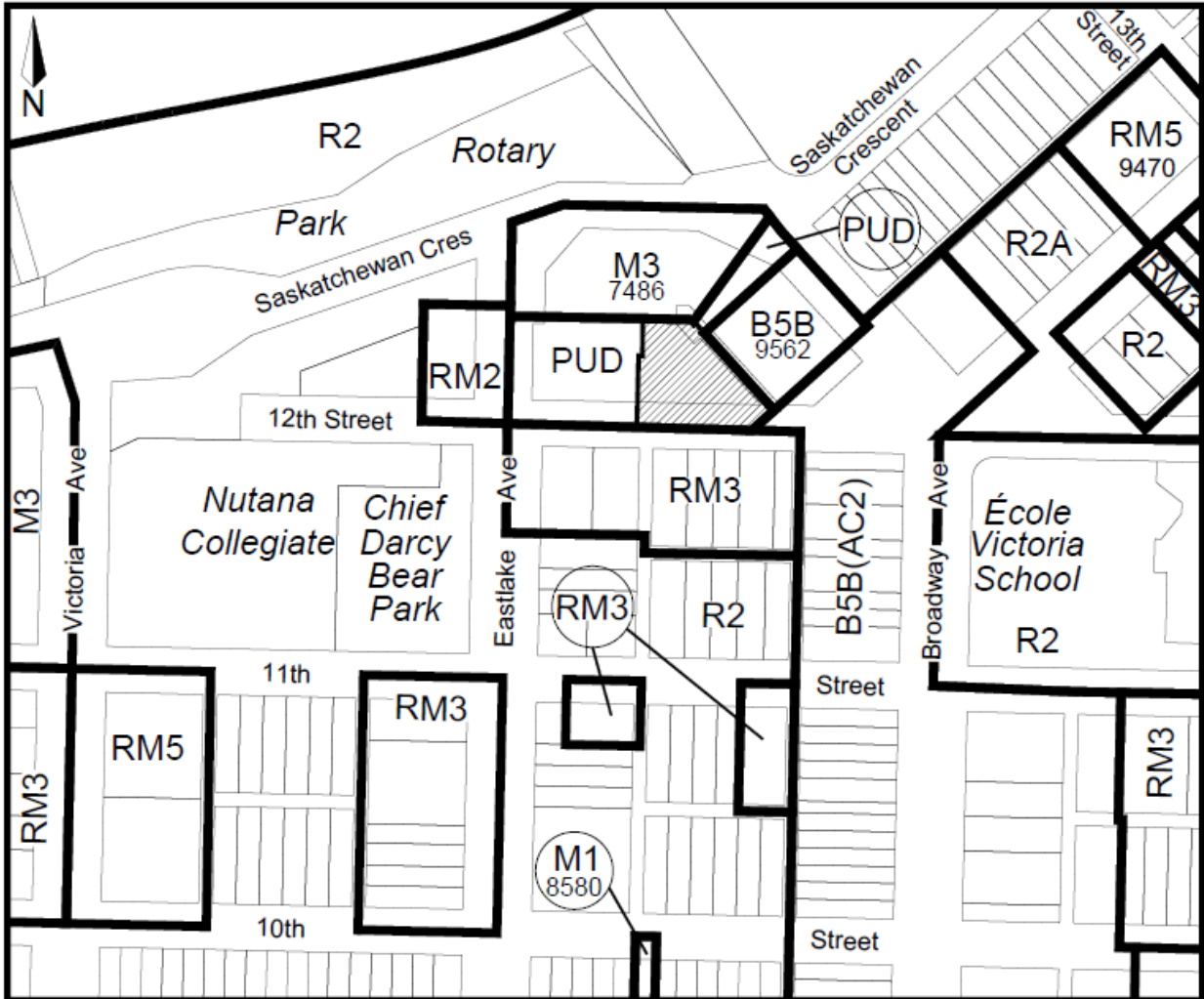
6. This Bylaw shall come into force upon:
- (a) the registration of the Rezoning Agreement against title to the lands rezoned and approval; and
 - (b) the approval of Bylaw No. 9916, *The Official Community Plan Amendment Bylaw, 2023 (No. 4)* by the Minister of Government Relations.

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 PUD to B5B subject to a Zoning Agreement

Appendix “B” Rezoning Agreement

This Agreement made effective the 30th day of August, 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 -

Remai Ventures Inc., a Saskatchewan business corporation carrying on business in Saskatoon, Saskatchewan (“Remai”)

- and -

Modus Ventures Corp., a Saskatchewan business corporation carrying on business in Saskatoon, Saskatchewan (“Modus” and, collectively with Remai, the “Owner”)

Whereas

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

- (1) Civic Address: 509 12th Street East
Surface Parcel No.: 150486183
Legal Land Description: Lot D, Block A2, Plan 101429175
(the “Land”).

B. Modus is entitled to become the registered owner of the Land pursuant to an Agreement of Purchase and Sale between Remai and Modus, and upon transfer of the Land to Modus it will, as registered owner, be subject to all of the terms and conditions of this Agreement as owner.

C. Modus has applied to the City for approval to rezone the Land from a PUD to a B5B 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 a PUD 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 Owner agrees that, upon the Land being rezoned from a PUD 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 Owner covenants and agrees that the use of the Land will be restricted to a mixed-use building comprised of the following uses:
- (a) on all floors:
 - (i) offices;
 - (ii) medical clinics;
 - (iii) medical, dental and optical laboratories;
 - (iv) financial institutions; and
 - (v) commercial parking lots.
 - (b) on the main floor only:
 - (i) retail stores;
 - (ii) restaurants and lounges;
 - (iii) personal services trades and health clubs;
 - (iv) bakeries;
 - (v) art galleries and museums;
 - (vi) duplicating or copying centres;

- (vii) small animal grooming;
 - (viii) cannabis retail stores; and
 - (ix) alcohol establishment – type I, limited to a public assembly floor area of 150 m².
- (c) on floors above the main floor, a maximum of four dwelling units.

Development Standards

3. The development standards applicable to the Land shall be those applicable to an B5B District except as follows:
- (a) building setbacks shall be substantially in accordance with the drawings attached as Schedule “A” to this Agreement for each floor;
 - (b) a maximum building base height (top of 4th floor) of 13.0m;
 - (c) a maximum building cap height (to high roof line) of 33.0m;
 - (d) a maximum building height (top of mechanical penthouse) of 35.0m;
 - (e) commercial retail units on the main floor adjacent to 12th Street East shall contain exterior access to 12th Street East;
 - (f) a minimum of 40% of the surface area of the main floor’s street-facing façade is to contain transparent openings;
 - (g) rooftop mechanical equipment shall be enclosed within a mechanical penthouse and/or concealed by screening treatments in a manner compatible with the architectural character of the building;
 - (h) mechanical exhaust shall not be located on the west or north sides of the site unless the mechanical exhaust is 1.0m² or less in area and acoustically treated; and
 - (i) the mechanical penthouse shall not exceed 20% of the gross roof area.

Parking

4. (1) A minimum of 1 parking space shall be provided on site for every 70m² of gross leasable floor area for commercial uses on floors above the main floor.
- (2) For dwelling units, parking spaces shall be provided on site as follows:
 - (a) 0.75 spaces per dwelling unit with a floor area of 56m² or less; and
 - (b) 0.90 spaces per dwelling unit with a floor area greater than 56m².
- (3) A minimum of 1 accessible parking space with minimum dimensions of 2.7m x 6.0m for the parking space and 1.5m x 6.0m for an adjacent aisle shall be provided on site.
- (4) The required parking spaces mentioned in subsections (1) and (2) may include small car parking spaces.
- (5) The width of parkade driving aisles and parkade doors may, only to the extent necessary, be less than the minimum required sizes where it is technically infeasible to provide the minimum, so long as it is still possible to provide for safe and functional internal traffic operation.

Landscaping

5. The main floor setback area adjacent to 12th Street East shall be developed with the necessary building access and public amenity space that may include but is not limited to planters with plant material and seating areas.

Signage

6. (1) No electronic message centres shall be installed on site.
- (2) No illuminated or digital signs shall be permitted on the west and north elevations of the building.
- (3) Where permitted, illuminated or digital signs shall be arranged, installed, and maintained in a manner so as to not constitute an unreasonable interference with adjacent land used for residential purposes.

Drawings

7. The Owner covenants and agrees that the site must be developed substantially in accordance with the drawings attached as Schedule "A" to this Agreement.

Encroachments and Subdivision

8.
 - (1) In the event that approval through an encroachment agreement for the encroachments shown in the drawings attached as Schedule "A" to this Agreement is not granted by the City and subdivision as described in subsection (2) does not occur, the design must be modified to the extent necessary to remove the encroachments and the new drawings, as agreed upon with the Development Officer, shall replace those in Schedule "A".
 - (2) In the event that a subdivision occurs in order to accommodate the encroachments shown in the drawings attached as Schedule "A" to this Agreement, the new Land description shall be added to Schedule "B" of this Agreement, replacing the existing Land description.
 - (3) This Agreement shall not be registered against the titles to the Land until:
 - (a) the encroachments mentioned in subsection (1) receive City approval through the necessary encroachment agreements;
 - (b) a subdivision of the site as per subsection (2) occurs; or
 - (c) the design is modified to remove the encroachments and the modified design has been approved by the City.

Application of Zoning Bylaw

9. 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

10. 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

11. 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

12. 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

13. 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

14. 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

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

Effective Date of Rezoning

16. It is understood by the Owner that the Land shall not be effectively rezoned from a PUB 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

17. (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 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

18. (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

19. 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

Remai Ventures Inc.

c/s

Modus Ventures Corp.

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)

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:

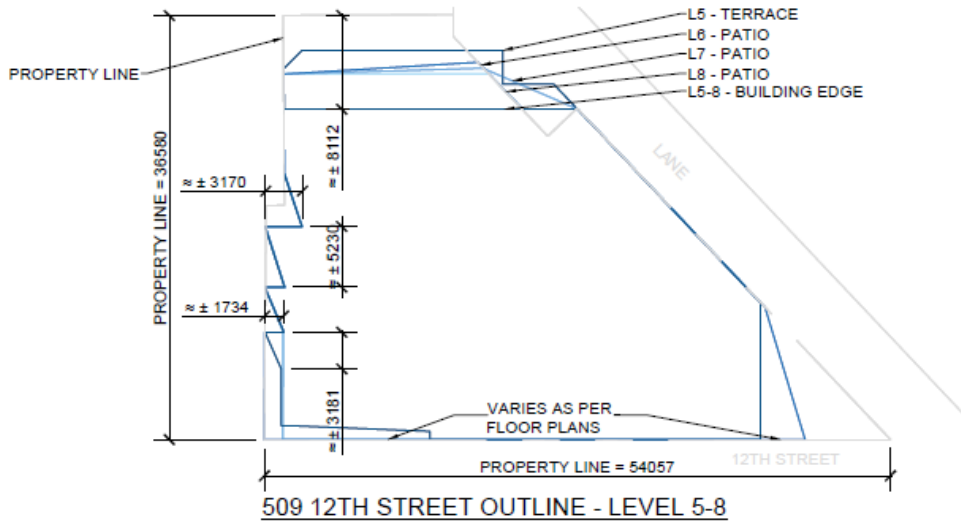
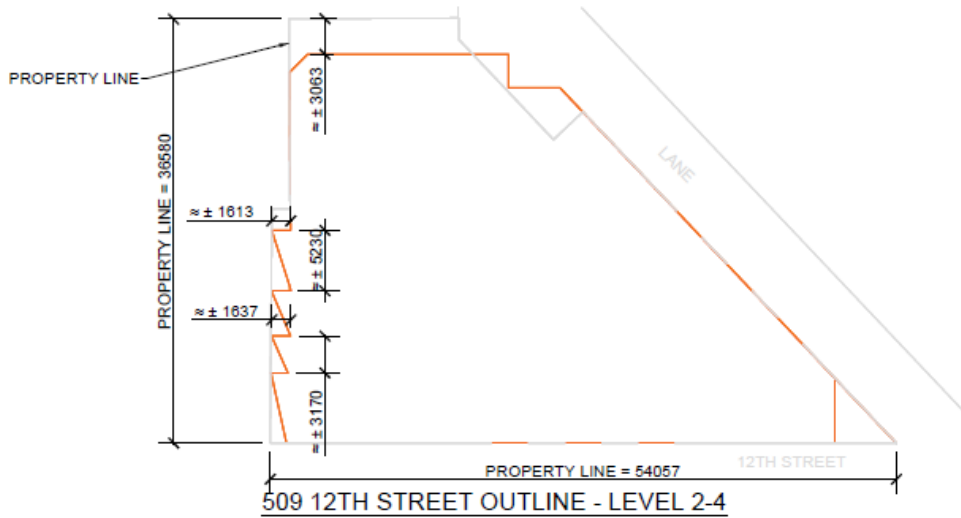
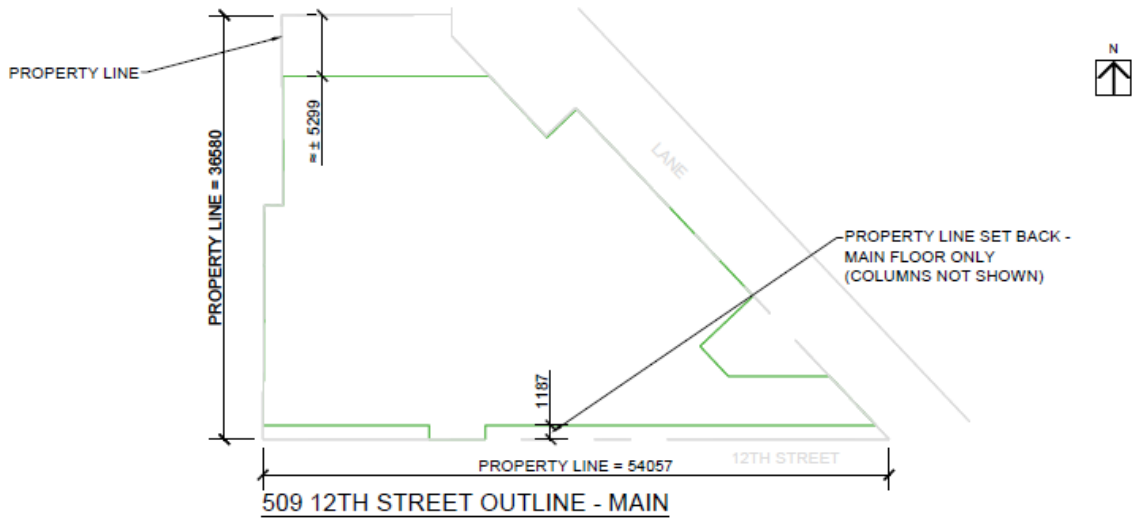
- 1. That I am an officer or director of the corporation named in the within instrument.
- 2. That I am authorized by the corporation to execute the instrument without affixing a corporate seal.

Sworn before me at _____,
in the Province of Saskatchewan, this
_____ day of _____, _____.

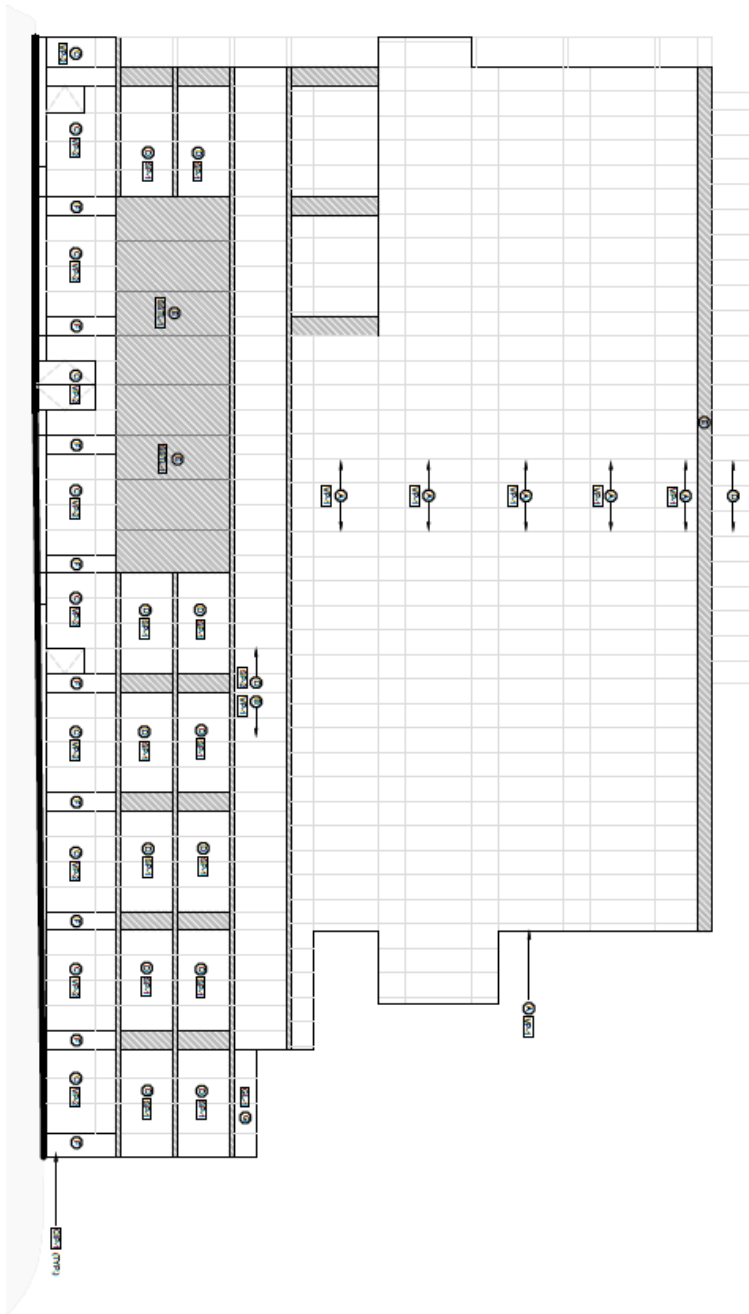
A Commissioner for Oaths for Saskatchewan
My Commission expires _____.
(or) Being a Solicitor

(signature of corporate officer/director)

Schedule "A"



EXTERIOR ELEVATION SOUTH

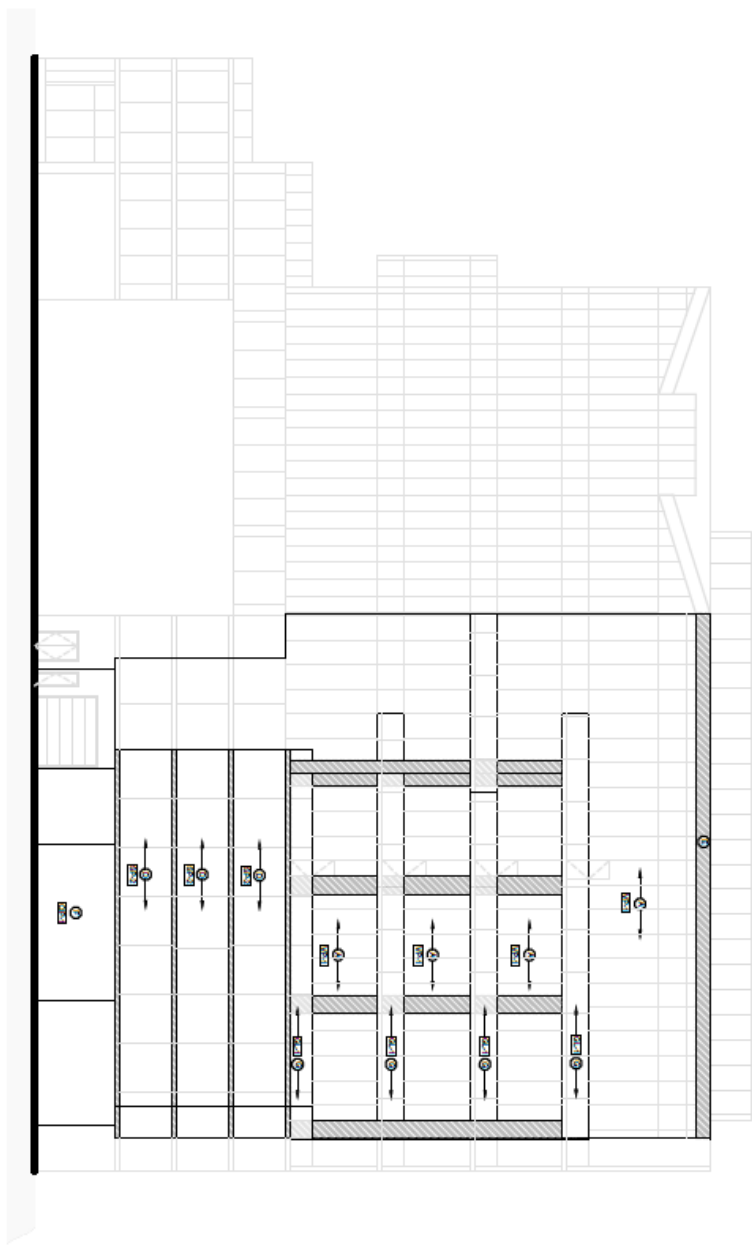


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REV / DESCRIPTION
 220322 RE-ZONING APPLICATION

509 12TH STREET
 EXTERIOR ELEVATION SOUTH
A200



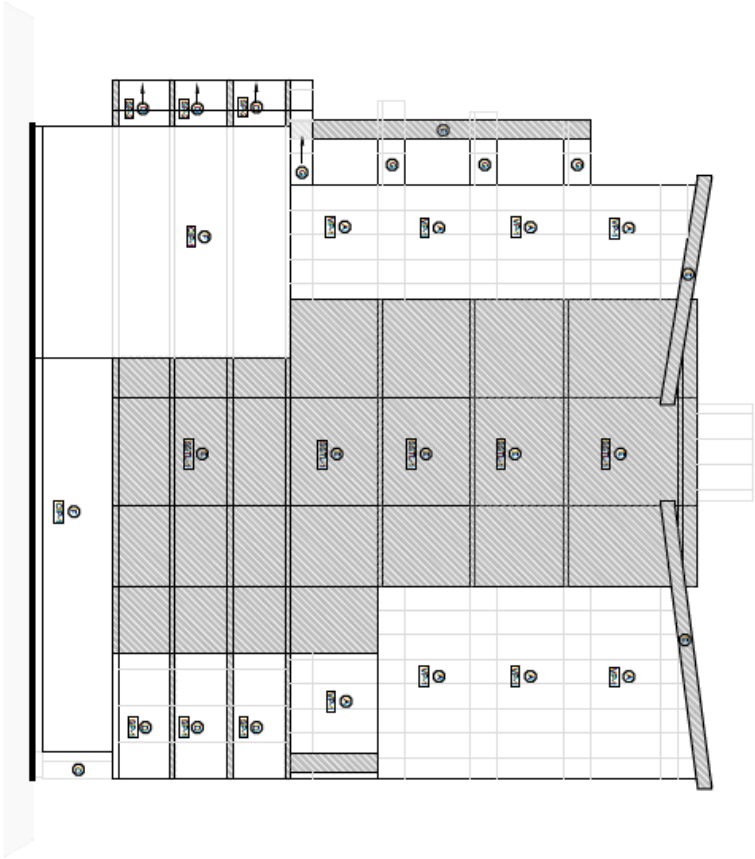
1.1 EXTERIOR ELEVATION NORTH

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REV / DESCRIPTION
 220322 RE-ZONING APPLICATION

509 12TH STREET
 EXTERIOR ELEVATION NORTH
 A202



100 EXTERIOR ELEVATION WEST

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REV / DESCRIPTION
220322 RE-ZONING APPLICATION

509 12TH STREET
EXTERIOR ELEVATION WEST
A203

Schedule “B”

In the event that the Land description changes as described in subsection 8(2) of the Agreement, the new Land description shall be inserted below: