

BYLAW NO. 10031

The Zoning Amendment Bylaw, 2024 (No. 24)

The Council of The City of Saskatoon enacts:

Short Title

1. This Bylaw may be cited as *The Zoning Amendment Bylaw, 2024 (No. 24)*.


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.

RM2 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 RM2 District to a B5B District by agreement:

- | | |
|-------------------------|---|
| (1) Civic Address: | 555 Eastlake Avenue |
| Surface Parcel No.: | 120139253 |
| Legal Land Description: | Lot 1, Blk/Par A1 Plan No 64S11679
Extension 0
As described on Certificate of Title
67S18814 |

R2 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 R2 District to a B5B District by agreement:

(1) Parcel G as shown on Plan of Proposed Subdivision of Part of Parcel A – Plan 64S11679 and Part of 12th Street – Plan 64S11679 S.W.1/4 Sec.28-Twp.36-Rge.5-W.3Mer. Saskatoon, SK, by Dustin F. Dykstra, Saskatchewan Land Surveyor, Dated August 14, 2024.

(2) Civic Address: 403 12th Street East
Surface Parcel No.: 120139264
Legal Land Description: Lot 2, Blk/Par A1 Plan No 64S11679 Extension 0
As described on Certificate of Title 92S41728

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. 10030, *The Official Community Plan Amendment Bylaw, 2024 (No. 13)* by the Minister of Government Relations.

Read a first time this _____ day of _____, 2024.

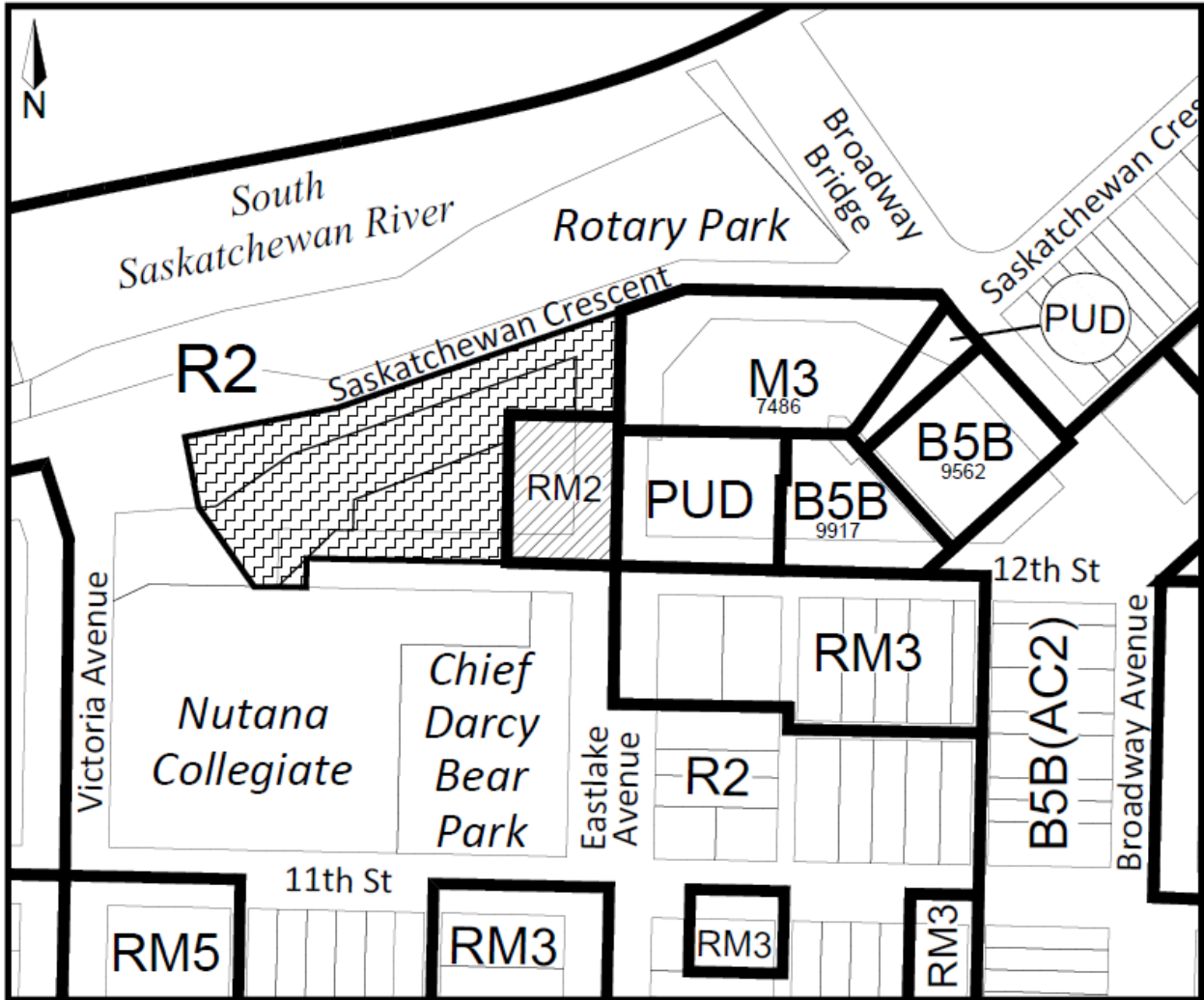
Read a second time this _____ day of _____, 2024.

Read a third time and passed this _____ day of _____, 2024.


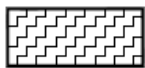
Mayor

City Clerk

Appendix "A"



ZONING AMENDMENT

-  From RM2 to B5B by Agreement
-  From R2 to B5B by Agreement

Appendix “B” Rezoning Agreement

This Agreement made effective the ____ day of _____, 2024.

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 –

S.S. Pacific Imports Inc., a Saskatchewan business corporation carrying on business in Saskatoon, Saskatchewan (the “Owner”)

Whereas

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

- | | | |
|-----|-------------------------|---|
| (1) | Civic Address: | 555 Eastlake Avenue |
| | Surface Parcel No.: | 120139253 |
| | Legal Land Description: | Lot 1, Blk/Par A1 Plan No 64S11679
Extension 0
As described on Certificate of Title
67S18814 |
| (2) | Civic Address: | 403 12th Street East |
| | Surface Parcel No.: | 120139264 |
| | Legal Land Description: | Lot 2, Blk/Par A1 Plan No 64S11679
Extension 0
As described on Certificate of Title
92S41728 |

(collectively, the “Land”).

B. The Owner has applied to the City for approval to rezone the Land from an RM2 and R2 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 RM2 and R2 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 an RM2 and R2 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 agrees 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) Alcohol establishment type 1;
 - (b) Art galleries;
 - (c) Bakeries;
 - (d) Boarding Apartments (maximum of 65 units);
 - (e) Private School (maximum of 300 m²);
 - (f) Health club (maximum of 230 m²);
 - (g) Homestays;
 - (h) Hostel units (maximum of 11 units total to provide temporary accommodations for visitors of tenants of Boarding Apartments and Multiple unit dwellings);

- (i) Medical clinic;
- (j) Multiple unit dwellings;
- (k) Office;
- (l) Personal service trades;
- (m) Restaurants & lounges;
- (n) Retail store; and
- (o) Short term rentals.

Development Standards

3. The development standards applicable to the Land shall be those applicable to a B5B District except as follows:
- (a) The 5th through 26th floors, as measured from Saskatchewan Crescent East, may only contain residential uses;
 - (b) Building setbacks:
 - (i) North (Saskatchewan Crescent East):
 - A. Building Base – 0 metres (Building Base is first 4 floors measured from Saskatchewan Crescent East); and
 - B. Building Cap – 5 metres.
 - (ii) South (12th Street East):
 - A. Building Base – 0 metres (Building Base is first 4 floors measured from 12th St E); and
 - B. Building Cap – 0 metres.

- (iii) East (Eastlake Avenue):
 - A. Building Base – 0 metres (Same as South Building Base); and
 - B. Building Cap – 0 metres.
- (iv) West (As per Parcel G Plan of Proposed Subdivision of Part of Parcel A – Plan No. 64S11679 and Part of 12th Street E):
 - A. Building Base – 20 metres (Same as North Building Base); and
 - B. Building Cap – 30 metres.
- (c) Height of Building Base shall be not more than 18 metres;
- (d) Building Height Maximum:
 - (i) 12th Street East Elevation:
 - A. Roof Deck - 72 metres; and
 - B. Top of Mechanical Penthouse - 80 metres.
 - (ii) Saskatchewan Crescent Elevation:
 - A. Roof Deck - 86 metres; and
 - B. Top of Mechanical Penthouse - 93 metres.
- (e) Not more than 26 storeys (excluding mechanical penthouse) as measured from Saskatchewan Crescent East elevation;
- (f) Gross floor space ratio shall not exceed 10:1, including the rooftop mechanical penthouse; and
- (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.

Parking

4. Parking spaces shall be provided as follows, subject to the approval of the Development Officer:
 - (a) not less than 218 parking spaces on-site through a combination of underground and surface parking;
 - (b) not less than 12 at-grade parking spaces; and
 - (c) not less than 70 long-term bicycle parking spaces in the underground parking structure.

Landscaping

5. Landscaping shall be provided in all areas between property lines and building lines, subject to the approval of the Development Officer, and must be endorsed by a qualified Landscape Architect.

Signage

6.
 - (1) Signage is permitted for advertising the sale of on-site products and services only; no third-party signage shall be permitted.
 - (2) Signage is not permitted on the 5th through 26th floors.
 - (3) Electronic message centres, roof signs, billboards or superboards are not permitted.
 - (4) 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 residential land uses.

Site Plan and Elevations

6. The Owner covenants and agrees that the site must be developed substantially in compliance with the site plan and exterior elevations attached as Schedule "A" to this Agreement.

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 RM2 and R2 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 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

S.S. Pacific Imports Inc.

c/s

Affidavit Verifying Corporate Signing Authority

(No corporate seal)

Canada

Province of Saskatchewan

To Wit:

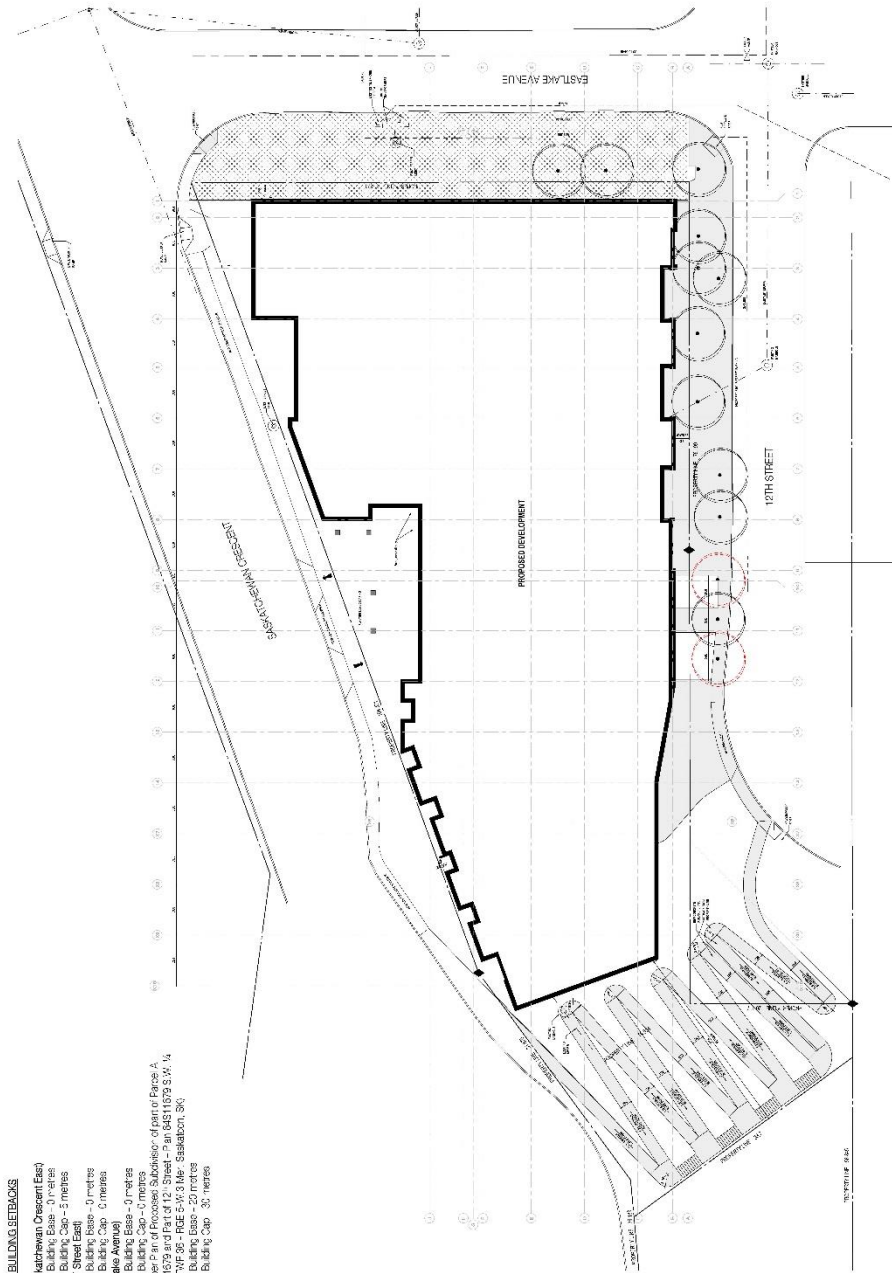
I, _____, of _____, in the Province of
(name of corporate officer/director) (place)
Saskatchewan, make oath and say:

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)

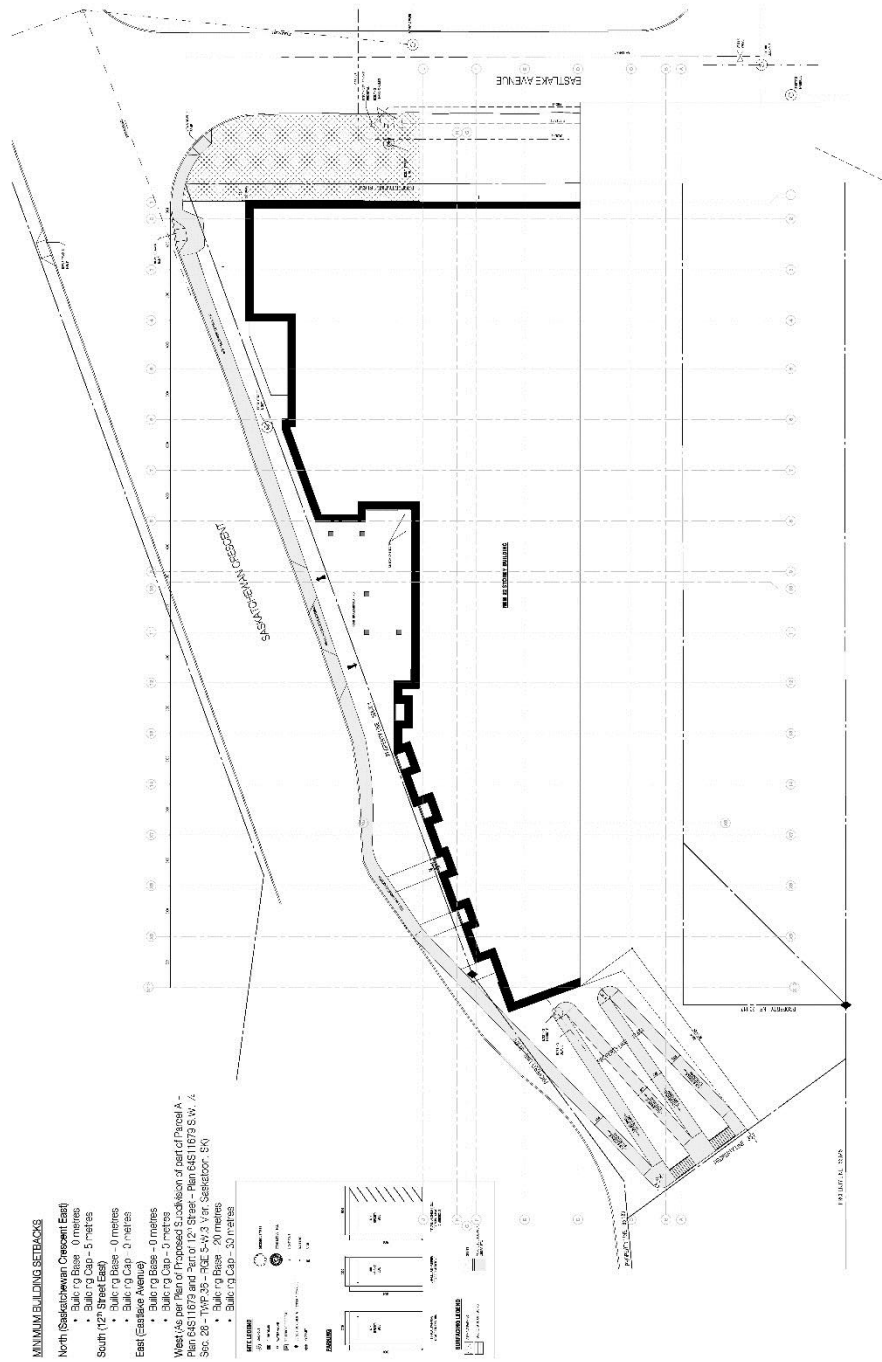


- MINIMUM BUILDING SETBACKS**
- North (Saskatchewan Descent East)
 - Building: 0 metres
 - Building: Cap: 5 metres
 - South (12th Street East)
 - Building: Base: 0 metres
 - Building: Cap: 0 metres
 - East (Eastlake Avenue)
 - Building: Base: 0 metres
 - Building: Cap: 0 metres
 - West (As per Part of Proposed Subdivision of part of Parcel A, Part 8481679 and Part of 12th Street - Plan 8481679 S. 21, 1/4, Sec. 25 - Saskatchewan Assessor's Office, Saskatoon, SK)
 - Building: Base: 20 metres
 - Building: Cap: 30 metres



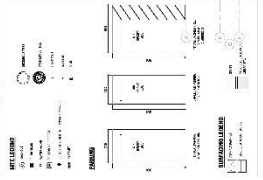
1:25
555 EASTLAKE AVENUE & 403 12TH STREET
 1:50
COMPREHENSIVE SITE PLAN

DATE: 11/11/2014
 DRAWN BY: [Name]
 CHECKED BY: [Name]



MINIMUM BUILDING SETBACKS

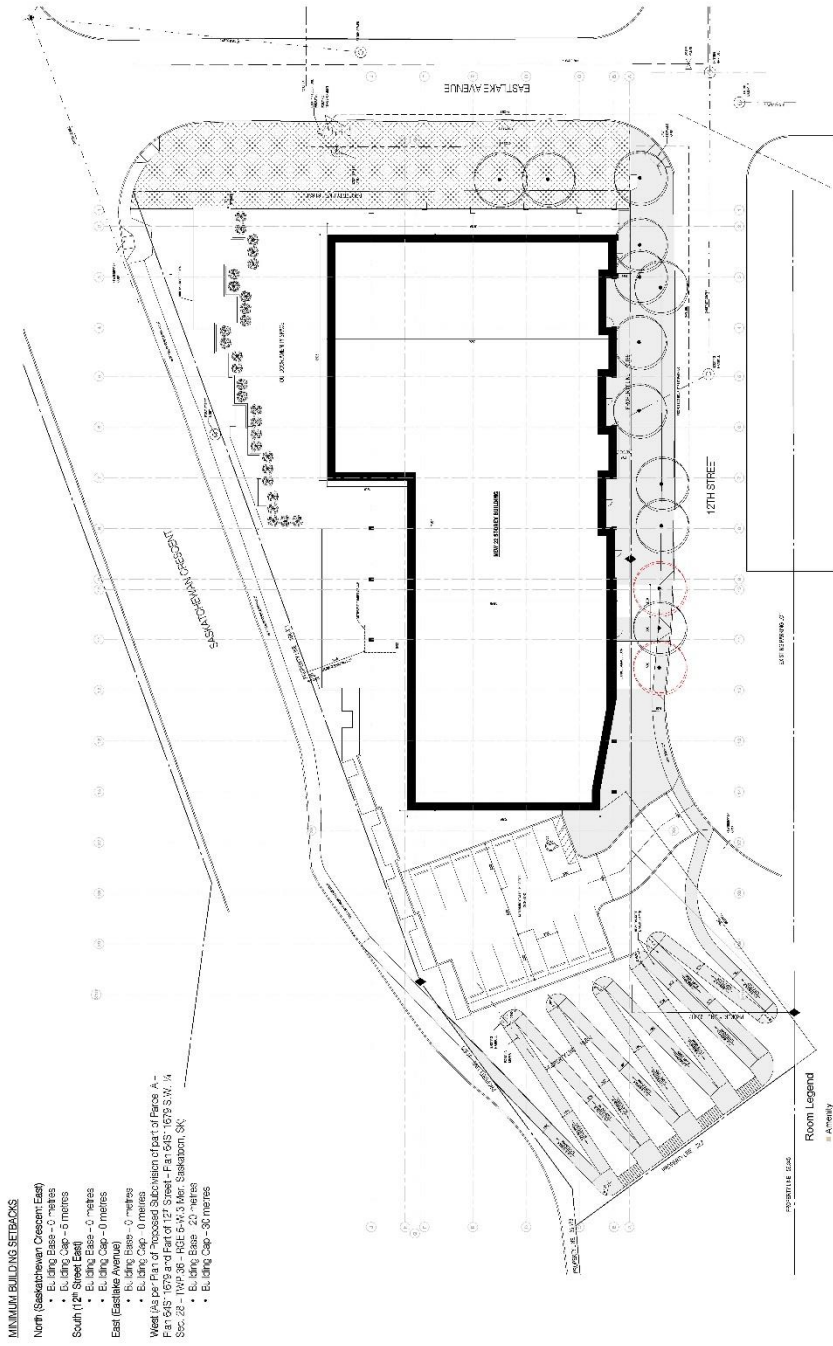
- North (Saskatchewan Crescent East)
 - Building Base - 0 metres
 - Bulk of Cap - 5 metres
- South (12th Street East)
 - Building Base - 0 metres
 - Bulk of Cap - 0 metres
- East (Eastlake Avenue)
 - Building Base - 0 metres
 - Bulk of Cap - 5 metres
- West (As per Plan of Proposed Subdivision of Part of Parcel A - Plan S4S 11879 and Part of 12th Street - Plan S4S 11879 S.W./4. Site 28 - The City of Saskatoon's 2013 Year Celebration - SN)
 - Building Base - 0 metres
 - Bulk of Cap - 20 metres



1205
555 EASTLAKE AVENUE & 403 12TH STREET
 SITE PLAN AT SASK CRESCENT



ARCHITECTURAL DESIGN
 2000 12th STREET, SASKATOON, SASKATCHEWAN S4N 1A1
 TEL: 306-975-1205
 WWW.AODBT.COM



MINIMAL BUILDING SETBACKS

North (Saskatchewan Occident East)

- E. 12th Cap - 0 metres
- E. 12th Cap - 5 metres

South (12th Street East)

- E. 12th East - 0 metres
- E. 12th Cap - 0 metres

East (Eastlake Avenue)

- E. 12th Cap - 0 metres
- E. 12th Cap - 0 metres

West (As per Plan of Proposed Subdivision of part of Parcel A - Part 615-1679 and Part of 12th Street - Part 615-1679 S.W. 1/4 Sec. 22 - T.16N.30R.15E.3M. Saskatoon, SK)

- E. 12th Cap - 0 metres
- E. 12th Cap - 30 metres

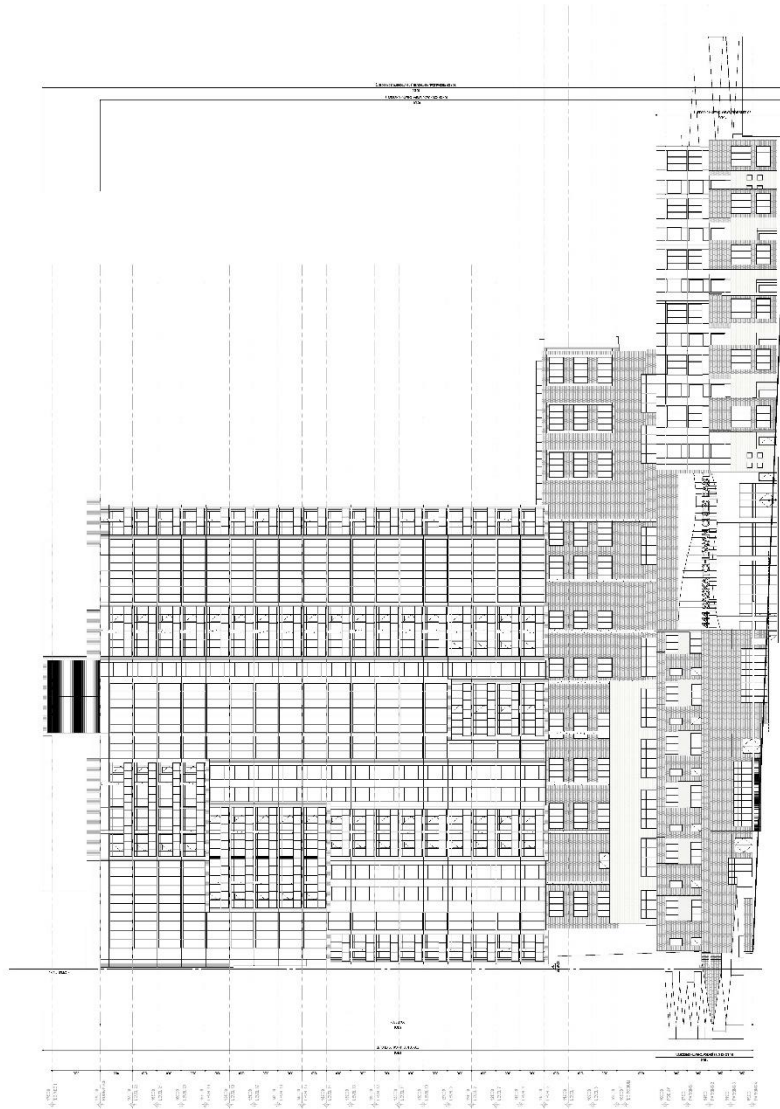
Room Legend

- A Amenity
- P Parking
- F Functional
- S Support

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555 EASTLAKE AVENUE & 403 12TH STREET
 1:30
SITE PLAN AT 12TH STREET

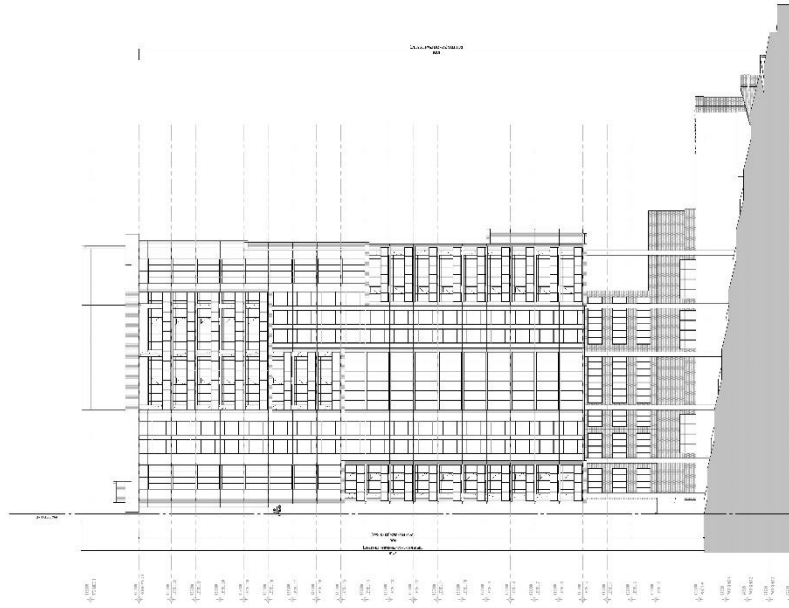


DATE: 11/11/2014 11:58 AM BY: J. B. BROWN



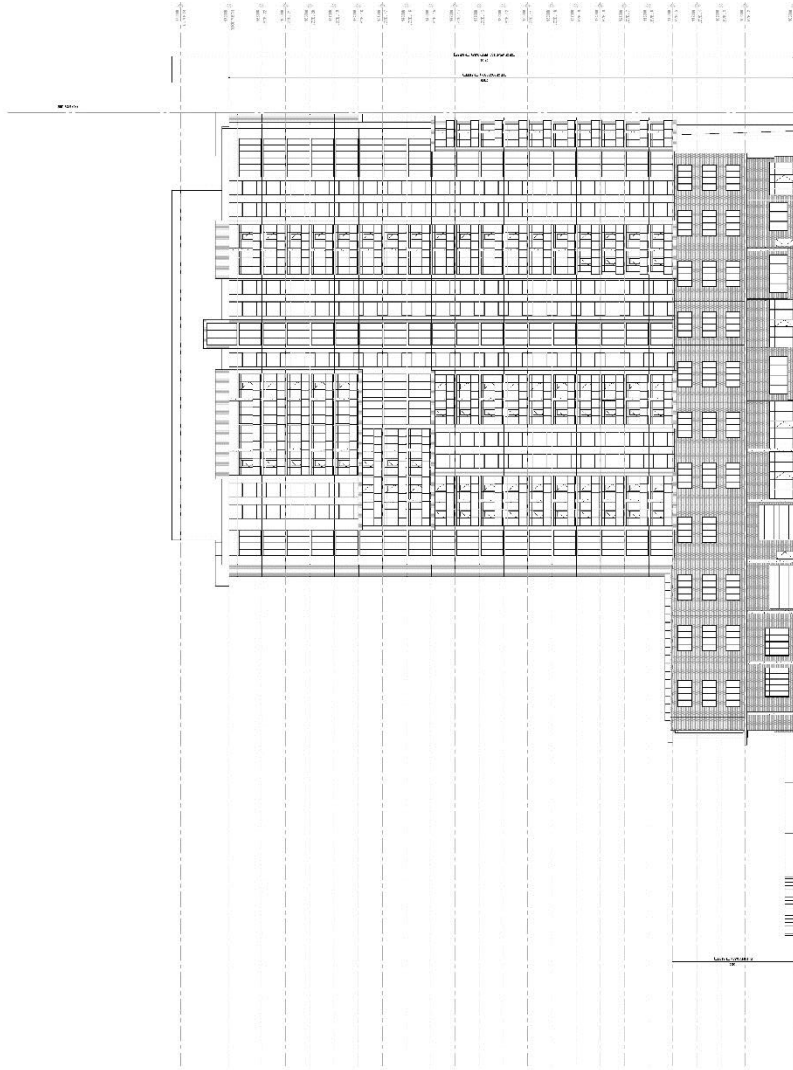
1/25 555 EASTLAKE AVENUE & 403 12TH STREET
1/30 NORTH ELEVATION
1/30

1/30

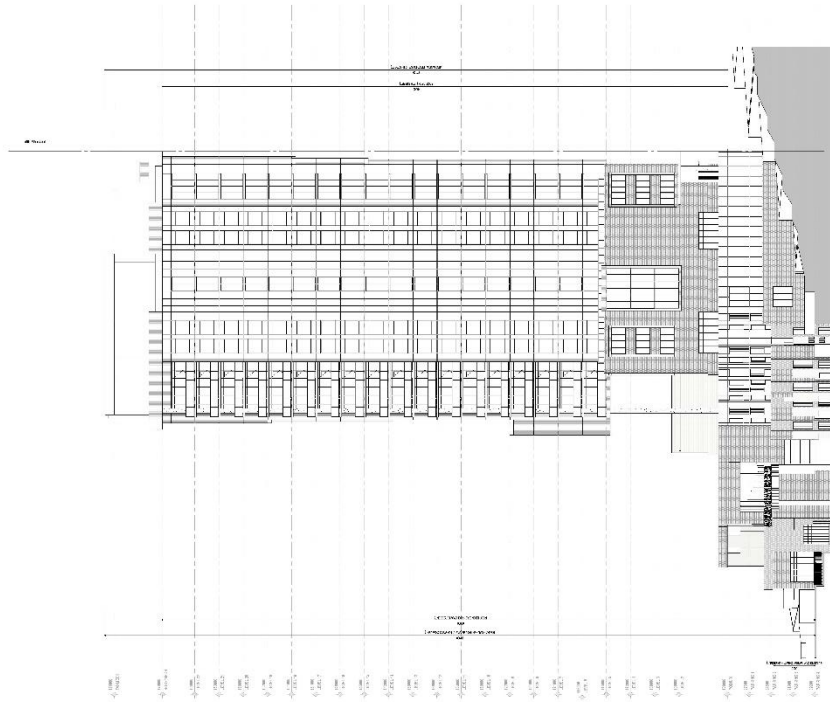


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555 EASTLAKE AVENUE & 403 12TH STREET
1:50 EAST ELEVATION
DATE: 10/10/18
DRAWN BY: J. BROWN





1005
555 EASTLAKE AVENUE & 403 12TH STREET
1:50 SOUTH ELEVATION
1005



1:25
555 EASTLAKE AVENUE & 403 12TH STREET
1:50 WEST ELEVATION
ARCHITECTURAL DESIGN GROUP INC. 1000 WEST 10TH AVENUE SUITE 1000 DENVER, CO 80202-1000 TEL: 303.733.1000 FAX: 303.733.1001 WWW.AODBT.COM