

# **BYLAW NO. 10090**

## **The Zoning Amendment Bylaw, 2025 (No. 16)**

The Council of the City of Saskatoon enacts:

### **Short Title**

1. This Bylaw may be cited as *The Zoning Amendment Bylaw, 2025 (No. 16)*.


### **Purpose**

2. The purpose of this Bylaw is to authorize a Rezoning Agreement which is annexed hereto as Appendix "B".

### **Zoning Bylaw Amended**

3. The Zoning Bylaw No. 9990 is amended in the manner set forth in this Bylaw.

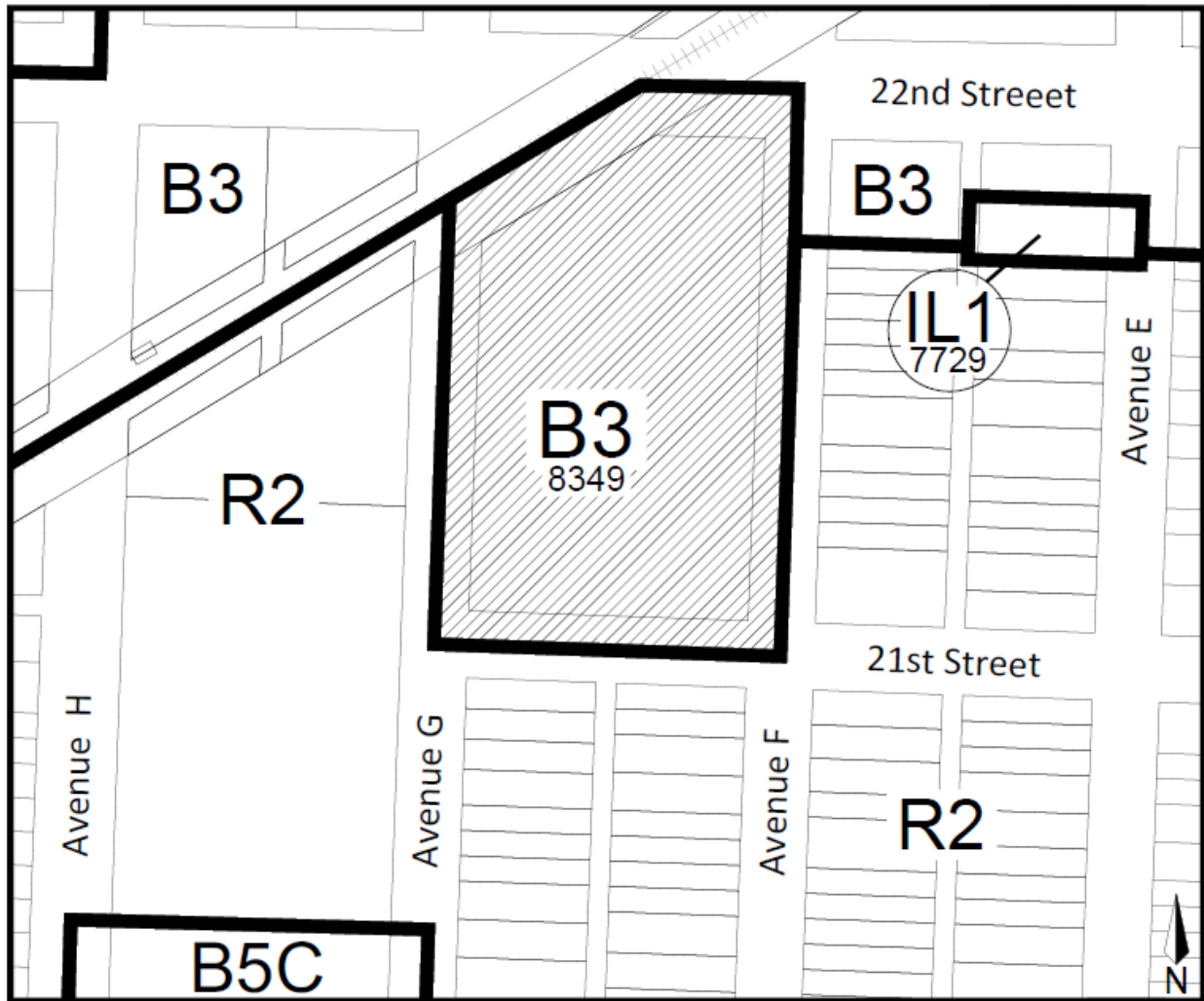
### **Zoning Map Amended by Agreement**

4. The Zoning Map, which forms part of Bylaw No. 9990, is amended by rezoning the lands described in this section and shown as  on Appendix "A" to this Bylaw from a B3 District subject to an Agreement authorized by Bylaw Nos. 8242 and 8349 to a B3 District subject to this Agreement annexed as Appendix "B" to this Bylaw:

- |     |                         |   |
|-----|-------------------------|---|
| (1) | Civic Address:          | 105 Avenue F South                      |
|     | Surface Parcel No.:     | 153280199                               |
|     | Legal Land Description: | Blk/Par 6 Plan No 101833994 Extension 0 |

6. This Bylaw shall come into force upon the registration of the Rezoning Agreement against title to the lands rezoned and approval.

## Appendix "A"



### ZONING AMENDMENT



From B3 by Agreement to B3 by Agreement (NEW)

## **Appendix “B” Rezoning Agreement**

This Agreement made effective the \_\_\_\_ day of \_\_\_\_\_, 2025.

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 -

**CWM Properties GT Ltd.**, a Saskatchewan corporation carrying on business in the City of Saskatoon, in the Province of Saskatchewan (“Owner”)

### **Whereas**

- A. The Owner is the registered owner of the land described as follows:
- (1) Civic Address: 105 Avenue F South  
Surface Parcel No.: 153280199  
Legal Land Description: Blk/Par 6 Plan No 101833994 Extension 0
- (hereinafter referred to as the Land”)
- B. The Owner has applied to the City for approval to rezone the Land from a B3 District subject to an Agreement authorized by Bylaw Nos. 8242 and 8349 to allow 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 Lands from a B3 District subject to an Agreement authorized by Bylaw Nos. 8242 and 8349 to a B3 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 B3 District subject to an Agreement authorized by Bylaw Nos. 8242 and 8349 to a B3 District subject to this Agreement none of the Land shall be used or 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 limited to the following uses:
  - (a) retail store with a minimum gross floor area of 2136m<sup>2</sup> and maximum gross floor area of 2600m<sup>2</sup>. The retail store may contain individual units for retail use provided the building floor area for an individual unit is not less than 380m<sup>2</sup>; and
  - (b) either but not both of the following uses:
    - (i) a building containing a restaurant(s) with a maximum gross floor area of 511m<sup>2</sup> or;
    - (ii) multi-tenant commercial retail building with a maximum gross floor area of 750m<sup>2</sup>.

## **Development Standards**

3. The development standards applicable to the Land shall be those applicable to a B3 District except as follows:
  - (a) Parking: 160 on-site spaces;
  - (b) Setbacks: 1.5 metre minimum rear yard setback for the building containing the restaurant(s) or multi-tenant commercial retail building.

## **Signs**

4. Signs shall be permitted on the Land in accordance with the regulations applicable to Sign Group 4 contained in The Sign Regulations, except no illuminated wall signs or electronic message centres shall be placed on the south or east sides of the retail store.

### **Landscaping and Site Plan**

5. The Owner covenants and agrees that the landscaping and site shall be developed substantially in compliance with the Site Plan attached as Schedule "A" to this Agreement, subject to the approval of the Development Officer.

### **Lighting**

6. Outdoor lighting shall be constructed and maintained in such a manner that no direct rays of light are directed at nearby residential buildings.

### **Application of the 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. 9990 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. 9990 shall have the meaning ascribed to it in that Bylaw.

### **Departure 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 to a B3 District subject to this Agreement 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 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 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**

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Mayor

c/s

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City Clerk

### **CWM Properties GT Ltd.**

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c/s

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## 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)

[illegible]