

BYLAW NO. 10087

The Zoning Amendment Bylaw, 2025 (No. 14)

The Council of the City of Saskatoon enacts:

Short Title

1. This Bylaw may be cited as *The Zoning Amendment Bylaw, 2025 (No. 14)*.

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 RM3 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 an RM3 District by agreement:

- (1) Civic Address: 831 5th Avenue North
Surface Parcel No.: 120170630
Legal Land Description: Lot 9 Blk/Par 25 Plan No G1322 Extension 0
As described on Certificate of Title 92S11659

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:
 - (1) the registration of the Rezoning Agreement against title to the lands rezoned following Council approval; and
 - (2) the approval of Bylaw No. 10086, *The Official Community Plan Amendment Bylaw, 2025 (No. 6)* by the Minister of Government Relations.

Read a first time this _____ day of _____, 2025.

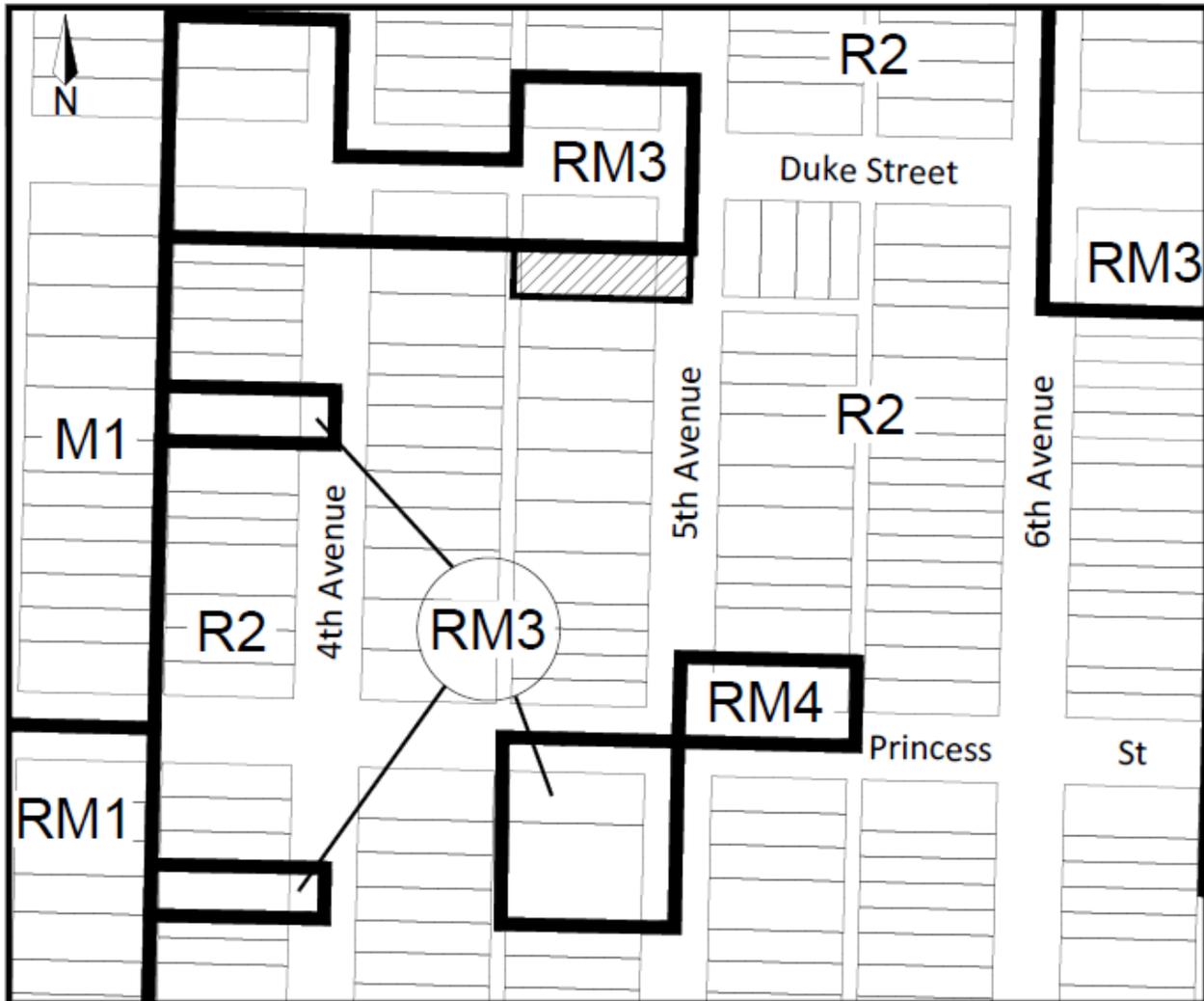
Read a second time this _____ day of _____, 2025.

Read a third time and passed this _____ day of _____, 2025.

Mayor

City Clerk

Appendix "A"



ZONING AMENDMENT



From R2 to RM3 by Agreement

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 -

Aesthetic Construction Inc., 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:	831 5 th Avenue North
Surface Parcel No.:	120170630
Legal Land Description:	Lot 9 Blk/Par 25 Plan No G1322 Extension 0 As described on Certificate of Title 92S11659

(the “Land”).

B. The Owner has applied to the City for approval to rezone the Land from an R2 District to an RM3 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 District to an RM3 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 R2 District to an RM3 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 multiple unit dwelling with a maximum of six dwelling units.

Development Standards

3. The development standards applicable to the Land shall be those applicable to an RM3 District except as follows:
 - (a) Building Setbacks:
 - (i) North – 1.5 metres;
 - (ii) South – 1.5 metres;
 - (iii) East – 6 metres;
 - (iv) West – 18.4 metres; and
 - (b) Building Height Maximum: 9.4 metres from grade to mid peak of the roof.

Parking

4. Parking spaces shall be provided as follows, subject to the approval of the Development Officer:
 - (a) not less than eight (8) on-site parking spaces;
 - (b) not less than three (3) long-term bicycle parking spaces; and
 - (c) not less than two (2) short-term bicycle parking spaces.

Landscaping

5. Landscaping shall be completed substantially in compliance with the landscaping plan, subject to the approval of the Development Officer.

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.

Site Plans

7. The Owner covenants and agrees that the site shall be developed and maintained substantially in compliance with the Site Plan and Renderings of Proposed Development attached as Schedule "A" to this Agreement.

Amenity Space

8. (1) Amenity space shall consist of a minimum of 27m² through balcony space located at the front of the building.
- (2) Screening shall be provided on the north and south ends of all balcony spaces.

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. 9990 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. 9990 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 an R2 District to an RM3 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

Aesthetic Construction 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:

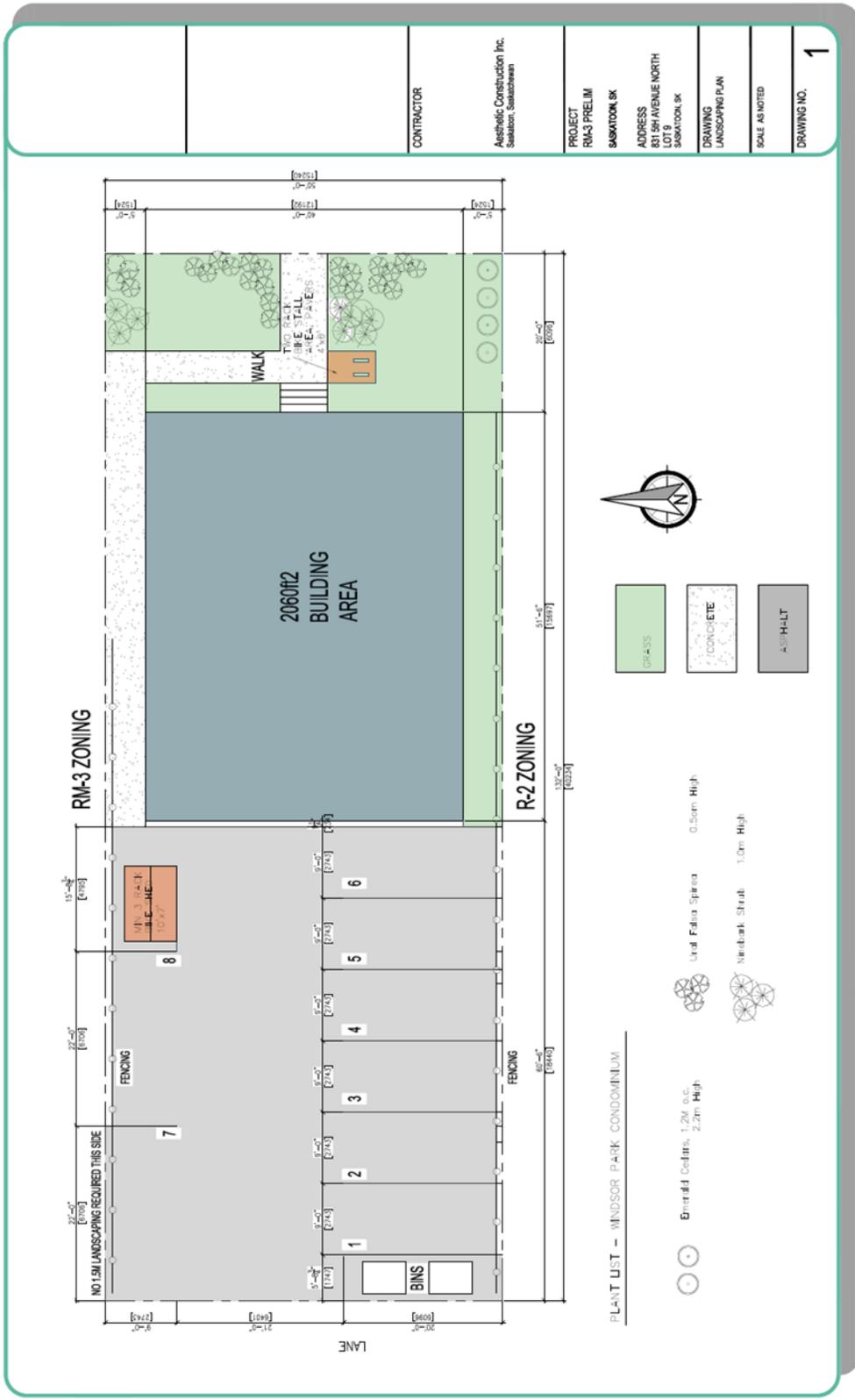
1. That I am an officer or director of the corporation named in the within instrument.
2. That I am authorized by the corporation to execute the instrument without affixing a corporate seal.

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

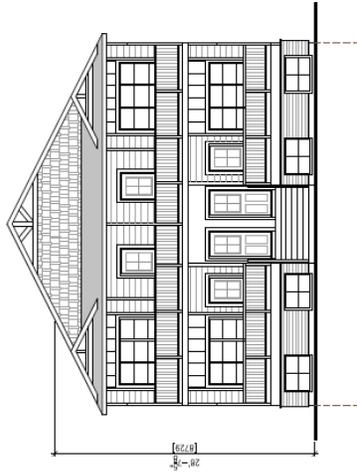
A Commissioner for Oaths for Saskatchewan
My Commission expires _____.
(or) Being a Solicitor

(signature of corporate officer/director)

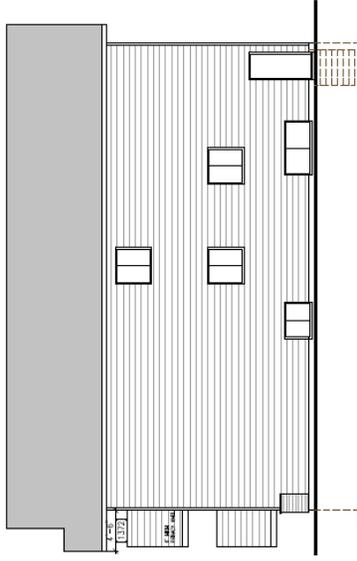
Schedule "A"



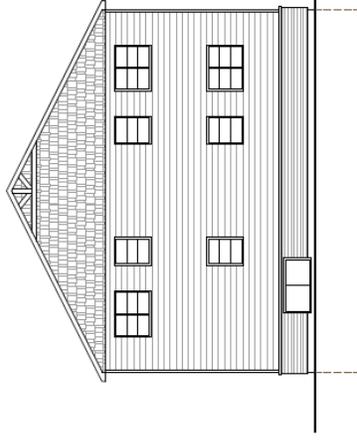
CONTRACTOR	Aesthetic Construction Inc. Saskatoon, Saskatchewan
PROJECT	RM-3 PRELIM
SUBSTATION BK	SASKATOON BK
ADDRESS	831 5th AVENUE NORTH SASKATOON, SK
DRAWING	LANDSCAPING PLAN
SCALE	AS NOTED
DRAWING NO.	1



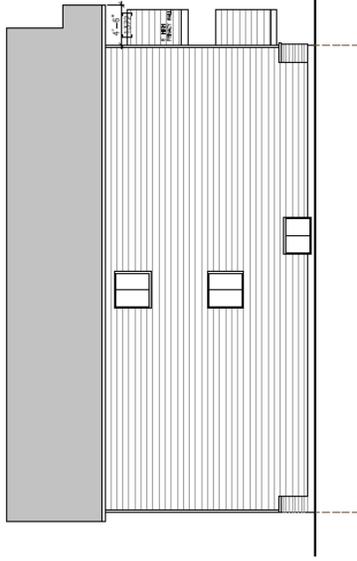
1 FRONT ELEVATION



2 SIDE ELEVATION



3 REAR ELEVATION



4 SIDE ELEVATION

CONTRACTOR

Aesthetic Construction Inc.
Saskatoon, Saskatchewan

PROJECT

RH-3 PRELIM

SASKATOON, SK

ADDRESS

851 54th AVENUE NORTH

LOT 9

SASKATOON, SK

DRAWING

BUILDING ELEVATIONS

SCALE AS NOTED

DRAWING NO.

3