The Council of The City of Saskatoon enacts:

Short Title

1. This Bylaw may be cited as *The Zoning Amendment Bylaw, 2019 (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.

B1 District to B1B District

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 B1 District to a B1B District subject to the provisions of the Rezoning Agreement annexed as Appendix “B” to this Bylaw:

   Civic Address: 438 Avenue H South  
   Surface Parcel No.: 119896329  
   Legal Land Description: Lot 40 Blk/Par 26 Plan E5618 Ext 0  
   As described on Certificate of Title 96S37177.
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 the registration of the Rezoning Agreement against title to the lands to be rezoned.

Read a first time this day of , 2019.
Read a second time this day of , 2019.
Read a third time and passed this day of , 2019.

___________________________   _________________________
Mayor                        City Clerk
Appendix “A”

ZONING AMENDMENT

From B1 to B1B by Agreement
Appendix “B”

Rezoning Agreement

This Agreement made effective this 27th day of May, 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 –

614225 Saskatchewan Ltd., a Saskatchewan Corporation carrying on business in the City of Saskatoon, in the Province of Saskatchewan (the “Owner”)

Whereas

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

   Civic Address: 438 Avenue H South
   Surface Parcel No.: 119896329
   Legal Land Description: Lot 40 Blk/Par 26 Plan E5618 Ext 0
   As described on Certificate of Title 96S37177,

   (the “Land”).

B. The Owner has applied to the City for approval to rezone the land from a B1 District to a B1B 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 a B1 District to a B1B 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 B1 District to a B1B 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 as follows:

   (a) ground level may include:

      (i) offices;
      (ii) retail stores;
      (iii) restaurants; and
      (iv) personal service trades;

   (b) second level may include a maximum of two dwelling units.

Development Standards

3. (1) The development standards applicable to the Land shall be those applicable to the B1B District except as follows:

   (a) Front Yard Setback (west): minimum of 1.5 metres;
   (b) Side Yard Setback (north): minimum of 0.0 metres;
   (c) Side Yard Setback (south): minimum of 0.0 metres;
   (d) Rear Yard Setback (east): minimum of 7.5 metres;
   (e) Building Height: maximum of 8.5 metres.

   (2) The site must be developed substantially in accordance with the site plan and elevations attached as Schedule “A” to this Agreement.
Parking

4. Parking facilities shall consist of the following:
   (a) a minimum of 4 off-street vehicular parking spaces; and
   (b) one loading space.

Landscaping

5. Landscaping shall be completed to the satisfaction of the Development Officer.

Application of Zoning Bylaw

6. 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

7. 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

8. 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

9. 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

10. 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

11. 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

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

Effective Date of Rezoning

13. It is understood by the Owner that the Land shall not be effectively rezoned from a B1 District to a B1B District until:

   (a) the Council of the City 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

14. (1) The Council of the City 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 Zoning District to which it was subject before this rezoning.

   (2) If this Agreement is declared void by the Council of the City, 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

15. (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

16. 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

_________________________________________  c/s
Mayor

_________________________________________
City Clerk

614225 Saskatchewan Ltd.

_________________________________________  c/s
Affidavit Verifying Corporate Signing Authority
(No corporate seal)

Canada
Province of Saskatchewan
To Wit:

I, __________________________, of ______________________, in the Province of 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)