

CITY OF HUMBOLDT

BYLAW NO. 08/2019

A BYLAW TO AUTHORIZE AMENDMENTS TO BYLAW NO. 13/2016, WHICH IS A BYLAW TO AMEND THE ZONING BYLAW OF THE CITY OF HUMBOLDT

The Council of the City of Humboldt, in the Province of Saskatchewan, enacts as follows:

1. That the Rezoning Agreement as attached to Bylaw No. 13/2016 be deleted and the attached Contract Zoning Agreement marked as "Appendix A" be inserted thereon.
2. That Lots 1, 2, & 3, Block 110, Plan 102069165 be subject to the provisions of the Agreement attached as Appendix "A" to this Bylaw.
3. This Bylaw shall come into full force and take effect immediately on the final passing thereof.

Mayor – Rob Muench

City Clerk: Sandra Pauli

INTRODUCED AND READ A FIRST TIME THIS 26th DAY OF AUGUST, 2019.
READ A SECOND TIME THIS 23rd DAY OF SEPTEMBER, 2019.
READ A THIRD AND FINAL TIME THIS 23rd DAY OF SEPTEMBER, 2019.

Appendix “A”

Contract Zoning Agreement

This Agreement made effective this ____ day of _____, 2019.

Between:

The City of Humboldt a municipal corporation in the Province of Saskatchewan, (“the City”)

- and -

1013054171 Sask. Ltd. operating in the City of Humboldt, in the Province of Saskatchewan (“the Owner”)

Whereas:

- A. The Owner is the registered owner or beneficial owner of the lands described as follows:

Lots 1,2 & 3, Block 110, Plan 102069165 Ext 0; SW-30-37-22-2

(referred to as the “Land”)
- B. The City has an approved 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.
- C. The City has agreed, pursuant to the provisions of Section 69 of *The Planning and Development Act, 2007*, to amend the Zoning Bylaw by repealing Bylaw No. 13/2016 including the Agreement attached as Appendix “A” and replacing it with 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 execution of this Agreement, none of the Land shall be developed except in accordance with the terms and conditions set out in this Agreement.

Use of Land

- 2. The Owner agrees that the use of Land shall be limited to a building with a maximum building area of 504 square metres and one storey constructed substantially in conformance with the plans attached as Schedule B.

The Owner further agrees that the use of the Land shall be restricted to the uses specified below:

Permitted Uses

- (i) Business Support Services
- (ii) Dry Cleaners
- (iii) Dwelling Units
- (iv) Health Services
- (v) Household Repair Services
- (vi) Offices
- (vii) Personal Service Establishments
- (viii) Private Schools
- (ix) Retail Stores
- (x) Minor Shopping Centres
- (xi) Cultural Institutions
- (xii) Places of Worship

Discretionary Uses

- (i) Day Care Centres / Preschools
- (ii) Liquor Stores

Development Standards

3. The development standards applicable to the Land shall be those applicable to the C2 District with the exception of the following:
 - (a) A side yard setback of not less than 3.0 metres shall be provided adjacent to the north property boundary.
 - (b) A landscape strip of not less than 3.0 metres shall be provided adjacent to the north property boundary. No access shall be provided to from the site to 9th Avenue. The Owner shall submit a site plan complete with landscaping which is acceptable to the City prior to the issuance of a Development Permit. The landscaping shall include, at a minimum, the provision of a hedge adequate to screen the proposed building and parking area from the adjacent street.

Application of Zoning Bylaw

4. The Owner covenants and agrees that, except to the extent otherwise specified in this Agreement, the provisions of The City of Humboldt Zoning Bylaw No. 04/2016 as amended from time to time shall apply.

Compliance with Agreement

5. 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.

Disposition Subject to Agreement

6. 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

7. Any word or phrase used in this Agreement which is defined in Zoning Bylaw No. 04/2016 shall have the meaning ascribed to it in the Bylaw.

Departures and Waivers

8. 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 departures or waivers.

Severability

9. 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

10. This agreement shall be governed and interpreted in accordance with the laws of the Province of Saskatchewan.

Effective Date of Agreement

11. It is understood by the Owner that the Agreement shall not take effect until:
 - (a) the Council of the City of Humboldt has passed a Bylaw to adopt said agreement; and
 - (b) this Agreement is registered by the City, by way of Interest Registration, against the title to the Land.

Use Contrary to Agreement

12.
 - (1) The Council of the City of Humboldt may declare this Agreement void where any of the Land or buildings thereon is developed or used in a manner which is contrary to the provisions of this Agreement,
 - (2) If this Agreement is declared void by the Council of the City of Humboldt, 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 any account of expenditures, or any other account whatsoever in connection with the Land.

Registration of Interest

13. (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 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

14. 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 Humboldt

Mayor – Rob Muench

City Clerk – Sandra Pauli

101305471 Sask. Ltd.
