

BYLAW NO. 5613
ZONING AMENDMENT BYLAW, 2020 (2)

THE COUNCIL OF THE CITY OF MOOSE JAW ENACTS AS FOLLOWS:

- 1 Bylaw No. 5346, Zoning Bylaw of the City of Moose Jaw is amended in the manner set forth in this Bylaw.
- 2 The SE Quadrant Zoning Map in Section 12 is amended by rezoning Blocks 86 & 87, Plan No. D4450 Ext. 27 & 28, from R1 – Large Lot Low Density Residential District to CZ – Contract Zoning District as shown on the map attached as Appendix A to this Bylaw.
- 3 Section 13.1 Contract Zone Agreements is amended by adding the Contract Zone Agreement between the City of Moose Jaw and Saskatchewan Conference of Mennonite Brethren Churches, which Agreement is attached as Appendix B to this Bylaw.
- 4 The City Clerk and Mayor are authorized to execute under seal the Contract Zone Agreement in section 5.
- 5 This Bylaw comes into force on the day of passage.

READ a first time January 13, 2020.

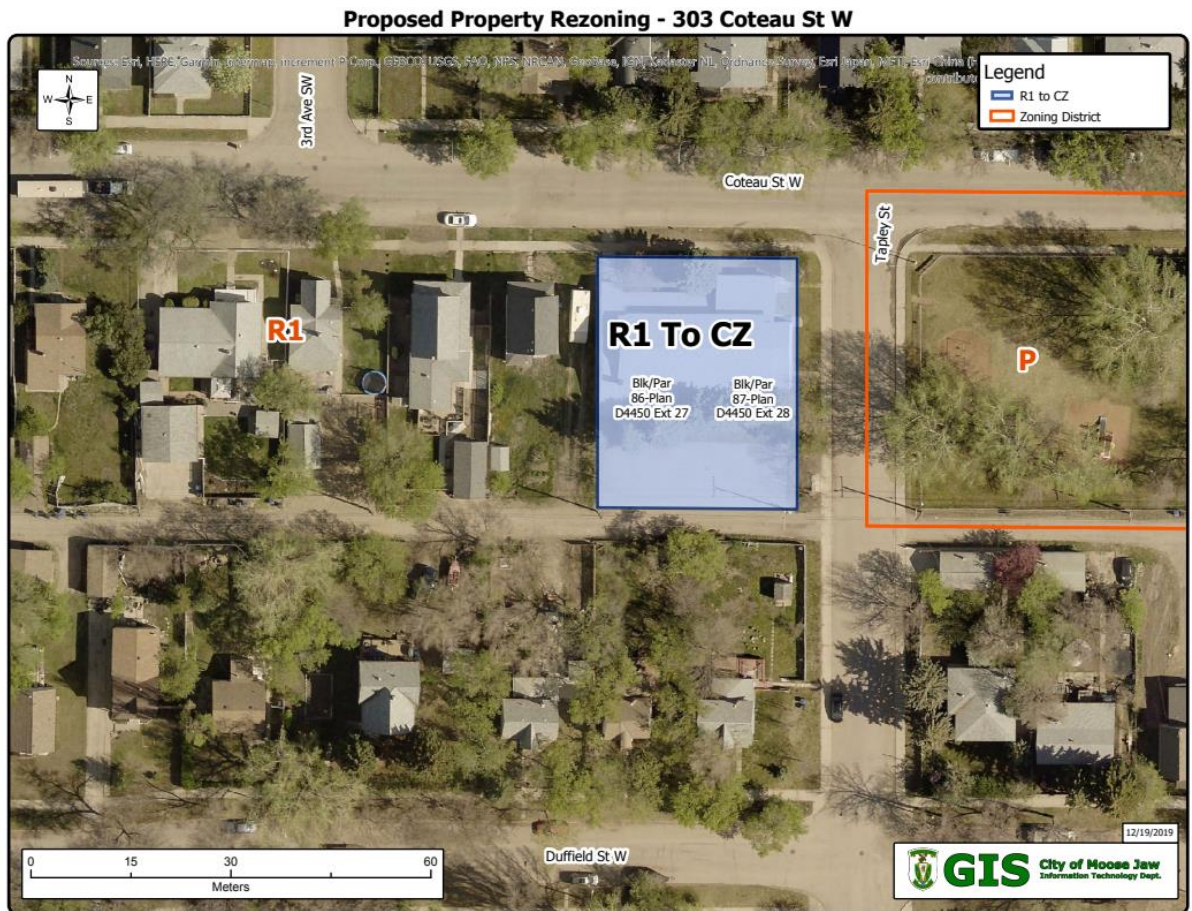
READ a second time January 13, 2020.

READ A THIRD TIME AND PASSED ON

MAYOR

CITY CLERK

Appendix A



Appendix B

Agreement dated _____, 2020

BETWEEN:

CITY OF MOOSE JAW
(the “City”)

-and-

**SASKATCHEWAN CONFERENCE OF MENNONITE
BRETHREN CHURCHES**
(the “Owner”)

CONTRACT ZONE AGREEMENT

Bylaw No. 5603

WHEREAS:

the City has an approved official community plan as contemplated in section 69 of *The Planning and Development Act, 2007*, which plan contains guidelines applicable to contract zoning;

the Owner is the registered owner of the land legally described as Surface Parcel No. 104332272 & Surface Parcel No. 104332283, Blocks/Parcels 86 & 87, Plan No. D4450 Ext. 27 & 28, Moose Jaw, Saskatchewan;

the Owner wants to have the zoning of their land amended from R1 – Large Lot Low Density Residential District to CZ – Contract Zoning District, to permit the use of the existing building and land for a Retail Store, and other future commercial uses;

the parties want to enter into a contract zone agreement for the development and use of the land that is to be rezoned to CZ Contract Zone; and

this Agreement is made pursuant to section 69 of *The Planning and Development Act, 2007*;

NOW THEREFORE, the Parties hereto agree as follows:

Definitions

1 In this Agreement:

- (a) “**Contract Zoned Land**” means the portion of the Land shown in blue on the map attached as Schedule A to this Agreement, which portion of land will be rezoned from R1 – Large Lot Low Density Residential District to CZ – Contract Zoning District under the City’s *Zoning*

Amendment Bylaw.

(b) “**Zoning Bylaw**” means the *Zoning Bylaw of the City of Moose Jaw*, Bylaw No. 5346.

Conditions

2(1) In accordance with sections 69(1)d and 69(5) of the *Planning and Development Act, 2007*, any development on the Contract Zoned Land is subject to the following conditions:

- (a) the following uses shall be Permitted or Discretionary on these lands as follows:
 - a. Permitted – Accessory Uses, Art Galleries, Restaurants
 - b. Discretionary – Day Care Centres/Pre-Schools, Licensed Facilities in conjunction with and attached to a restaurant, Private School
- (b) the following uses may be Permitted on these lands if renovations to the existing building are completed in accordance with the requirements of the National Building Code, and shall be assessed on a case-by-case basis:
 - a. Permitted – Bakeries, Convenience Stores, Dry Cleaners, Dwelling Units or multiple dwelling units in conjunction with and attached to any other permitted use, Financial Institutions, Home Occupations, Medical Clinics, Minor Shopping Centres, Offices, Personal Service Establishments, Pet Grooming, Photography Studios, Retail Stores, Veterinary Clinics – Type 1.
- (2) Any zoning related detail not specifically addressed in this Agreement shall be subject to the Zoning Bylaw as it may be amended from time to time, as if the Contract Zoned Land were zoned C1B – Mixed Use Neighbourhood Commercial District.
- (3) This Agreement shall run with the Land, and the City shall register an interest based on this Agreement in the land registry against the titles to the Contract Zoned Land/Development Land once the bylaw amending the Zoning Bylaw respecting the Contract Zoned Land has been passed by Council.

Validity

- 3(1) The City’s approval to initiate any of the above listed developments on the Contract Zoned Land is valid for a period of two years from the effective date of this Agreement.
- (2) In the event that this Agreement is declared void or otherwise terminated under subsection 69(7) of the *Planning and Development Act, 2007*, or the land ceases to be used for at least one year, the zoning of the Contract Zone Land shall revert to

R1 – Large Lot Low Density Residential District, and any expenses related to such reversion shall be borne by the property owner at the time.

- (3) In the event that the existing building is renovated to meet the requirements of the National Building Code for all uses listed in the C1B District, this Agreement shall no longer be valid, and the Contract Zone Land shall change to C1B – Mixed Use Neighbourhood Commercial District. Any costs associated with terminating or discharging this agreement shall be borne by the Owner of the property at the time.

Compliance with Laws Other Than Zoning

4 The Owner agrees to:

- (a) comply with and to conform to the requirements of every applicable statute, law, bylaw, code and order in connection with the Owner's development, use or occupancy of the Contract Rezoned Land, which requirements govern the land and any improvements thereon; and
- (b) not use the Contract Zoned Land for any unlawful purpose.

Effective Date of Agreement

5 The effective date of this Agreement shall be the date first above written, it being understood that the amendments to the Zoning Bylaw respecting the Contract Zoned Land shall not take effect until the interest based on the Agreement is registered in accordance with subsection 2(3), which registration will not occur until Council has passed the amendments to the Zoning Bylaw authorizing the rezoning of the Contract Zoned Land.

Amendment of Agreement

6 Pursuant to section 69 of *The Planning and Development Act, 2007*, the City may, on the application by the Owner or any subsequent owner of the Contract Zoned Land/Development Land:

- (a) vary this Agreement;
- (b) enter into a new agreement; or
- (c) extend any time limit established in this Agreement.

7 Pursuant to subsection 69(4) of *The Planning and Development Act, 2007*, once the interest referred to in subsection 2(3) is registered at the land registry, this Agreement binds the registered owner of the Contract Zoned Land/Development Land and the registered owner's heir, executors, administrators, successors and assigns.

Liability on Termination

8 In the event of termination of this Agreement, the City shall not be liable to the Owner for any compensation, reimbursement or damages or account of profit or account of expenditures in connection with the Contract Zoned Land.

Departure or Waiver

- 9 Departure from or waiver of the terms of this Agreement shall not be deemed to authorize any prior or subsequent departure or waiver of the terms of this Agreement and the City shall not be obligated to suffer any continued departure or grant further waiver(s) of the terms of this Agreement.

Notice

- 10 Any notice required to be given by the parties under this Agreement or any notice respecting the subject matter of this Agreement shall be in writing and shall be delivered personally or mailed in a properly stamped and addressed envelope to the party to be notified at the following addresses:

The City:

City of Moose Jaw
Director of Planning and Development Services
228 Main Street North
Moose Jaw, SK S6H 3J8

The Owner:

Saskatchewan Conference of Mennonite Brethren Churches
1141 5th Avenue Northeast
Moose Jaw, SK, S6H 1K7

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 Jurisdiction

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

IN WITNESS WHEREOF the parties have affixed their hand and seal to this Agreement as of the date first above written.

(seal)

CITY OF MOOSE JAW

Mayor

City Clerk

(seal)

**SASKATCHEWAN CONFERENCE OF
MENNONITE BRETHREN CHURCHES**

Per: _____

Per: _____

Schedule A

Proposed Contract Zoning Land

