

## Rezoning Agreement

This Agreement made effective this 25<sup>th</sup> day of February, 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 -

**Magitra Services Ltd.**, a Saskatchewan Corporation carrying on business in the City of Saskatoon, in the Province of Saskatchewan ("Magitra")

- and -

**Urban Capital (Broadway) Inc.**, a Saskatchewan Corporation carrying on business in the City of Saskatoon, in the Province of Saskatchewan ("Urban")

(Jointly referred to as the "Owner")

### Whereas

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

- (1) Civic Address: 604 Broadway Avenue  
Surface Parcel No.: 144854163  
Legal Land Description: Lot 20 Blk/Par A2 Plan 101458010 Ext 16  
As described on Certificate of Title 00SA00115,  
description 16;
- Surface Parcel No.: 120139185  
Legal Land Description: Lot 17 Blk/Par A2 Plan A955 Ext 0  
As described on Certificate of Title 00SA00115;  
and
- Surface Parcel No.: 120139196  
Legal Land Description: Lot 18 Blk/Par A2 Plan A955 Ext 0  
As described on Certificate of Title 00SA00115.

- (2) Civic Address: 610 Broadway Avenue  
Surface Parcel No.: 120139152  
Legal Land Description: Lot 13 Blk/Par A2 Plan A955 Ext 0  
As described on Certificate of Title  
00SA00115(1);
- Surface Parcel No.: 120139163  
Legal Land Description: Lot 14 Blk/Par A2 Plan A955 Ext 0  
As described on Certificate of Title  
00SA00115(1);
- Surface Parcel No.: 120139174  
Legal Land Description: Lot 15 Blk/Par A2 Plan A955 Ext 0  
As described on Certificate of Title  
00SA00115(1); and
- Surface Parcel No.: 144854152  
Legal Land Description: Lot 16 Blk/Par A2 Plan A955 Ext 15  
As described on Certificate of Title  
00SA00115(1), description 15

(collectively referred to as the "Land").

- B. Urban is entitled to become the registered owner of the Land pursuant to an Agreement of Purchase and Sale between Magitra and Urban and upon transfer of the Land to it will, as registered owner, be subject to all of the terms and conditions of this Agreement as Owner.
- C. The Owner has applied to the City for approval to rezone the land from an RM1 District and an RM5 District to a B5B District to allow for the development of the proposal specified in this Agreement.
- D. 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.
- E. The City has agreed, pursuant to the provisions of Section 69 of *The Planning and Development Act, 2007*, to rezone the Land from an RM1 District and an RM5 District to a B5B 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 RM1 District and an RM5 District to a B5B 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) the third storey and all storeys above the third storey shall contain dwelling units;
  - (b) the ground level shall not contain residential uses, except for those areas necessary for lobbies, accesses or parking and service areas related to the residential uses on the upper storeys; and
  - (c) except as provided in clauses (a) and (b), permitted and approved discretionary uses provided for in the B5B District.

### **Development Standards**

3. The development standards applicable to the Land shall be those applicable to the B5B District except as follows:
  - (a) Front Yard Setback - Building Cap (Broadway Avenue): a minimum of 2.0 metres;
  - (b) Side yard Setback – Building Cap (south): a minimum of 2.25 metres;
  - (c) Rear Yard Setback – Building Base (lane): a minimum of 5.0 metres, excluding the columns supporting the building cap;
  - (d) Rear Yard Setback – Building Cap (lane): no setback required for the tower above the building base;
  - (e) Gross Floor Space Ratio: shall not exceed 8:1;
  - (f) Building Height: maximum of 57 metres and a maximum of 17 storeys;
  - (g) the mechanical penthouse will not count toward the building height or gross floor space ratio calculations provided it does not cover

more than 70% of the gross roof area and does not exceed 62 metres above grade; and

- (h) the main floor as it interfaces with Broadway Avenue shall incorporate elements of an active frontage including to the extent possible, use of transparent openings, principal entrances, signage, and other architectural features that provide articulation and visual interest.

### **Parking**

4. Parking facilities shall consist of the following:

- (a) a minimum of 0.9 parking spaces per dwelling unit;
- (b) a minimum of 0.0625 visitor parking spaces per dwelling unit;
- (c) any parking dedicated to commercial use may be made available for use as additional visitor parking for the residential component; and
- (d) the parkade vehicle door may be less than 6.0 metres in width, provided that it allows for safe and efficient movement of two-way traffic and that the associated drive aisles are a minimum of 6.0 metres.

### **Site Plan**

5. The site must be developed substantially in accordance with the site plan and elevations attached as Schedule "A" to this Agreement.

### **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 RM1 District and an RM5 District to a B5B 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 Title to the Land.

**Use Contrary to Agreement**

14. (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 be subject to all provisions of the RM1 Zoning District and RM5 Zoning District.
- (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**

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**




\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

**Magitra Services Ltd.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Urban Capital (Broadway) Inc.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c/s

### Affidavit Verifying Corporate Signing Authority

(No corporate seal)

Canada  
Province of Saskatchewan  
To Wit:

I, John Nasser, of Saskatoon, 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 Saskatoon,  
in the Province of Saskatchewan, this  
19th day of February, 2019.

[Signature]  
A Commissioner for Oaths for Saskatchewan  
My Commission expires Jan 31, 2024.  
(or) Being a Solicitor  
[Signature]

[Signature]  
(signature of corporate officer/director)

**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:

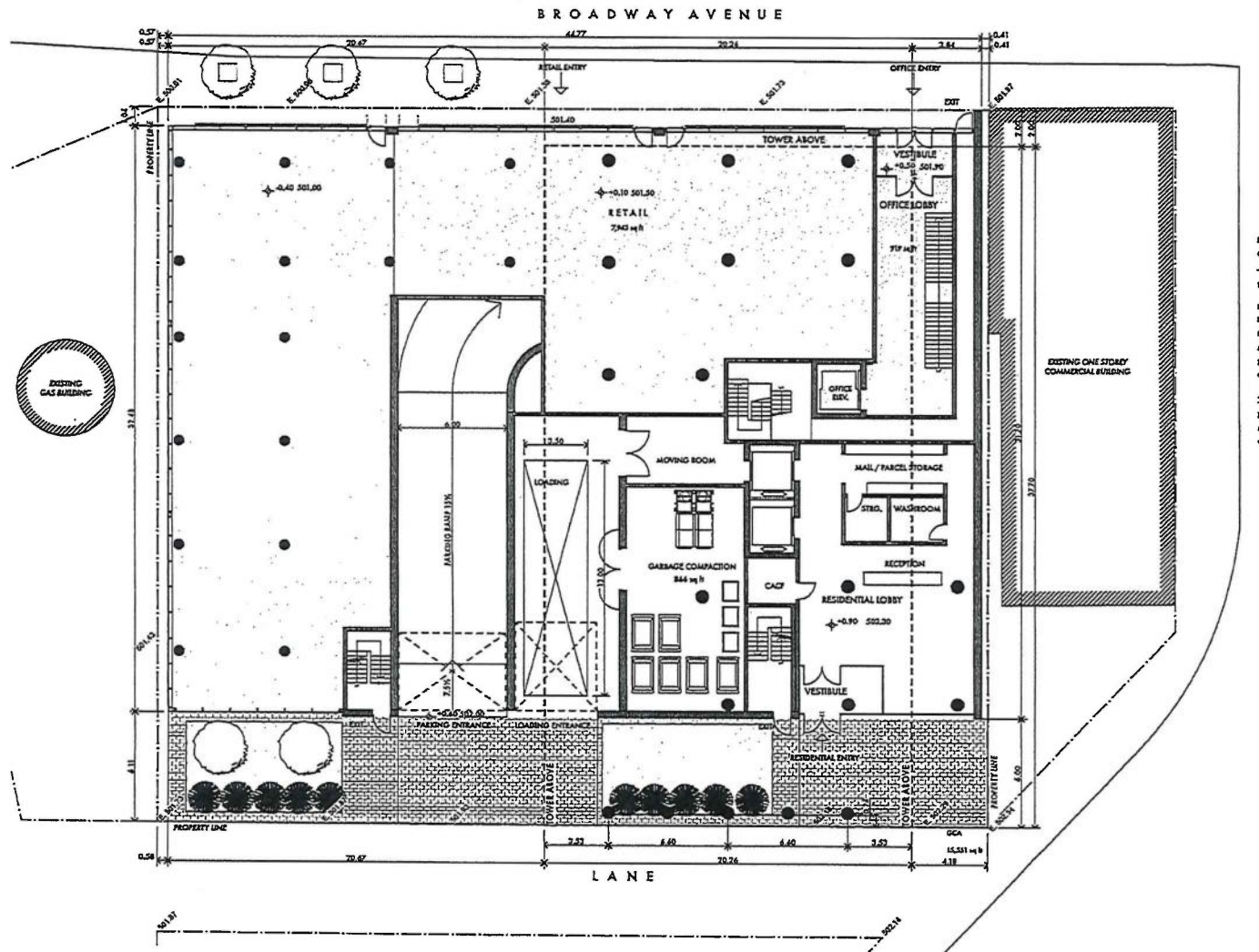
1. That I am an officer or director of the corporation named in the within instrument.
2. That I am authorized by the corporation to execute the instrument without affixing a corporate seal.

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"



1. Copyright of this drawing is reserved for the architect. The placement of material thereon is not intended to constitute an offer of insurance. The terms and conditions of any contract thereon may not be intended to constitute an offer of insurance.

2. This document is prepared for the purpose of the contract. The architect does not accept responsibility for the completion of the drawings. The architect does not accept responsibility for the accuracy of the information provided by the client. The architect does not accept responsibility for the accuracy of the information provided by the client.

3. The architect is not liable for any errors or omissions in the drawings. The architect is not liable for any errors or omissions in the drawings.

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5. The architect is not liable for any errors or omissions in the drawings. The architect is not liable for any errors or omissions in the drawings.

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7. The architect is not liable for any errors or omissions in the drawings. The architect is not liable for any errors or omissions in the drawings.

NO.	ISSUANCE	DATE
1	REVISION APPROVED	2019-01-11
2	REVISION APPROVED	2019-01-11
3	REVISION APPROVED	2019-01-11
4	REVISION APPROVED	2019-01-11

200317 Avenue St. West  
 St. Paul, Ontario M2V 3P9  
 416 882-1200  
 416 882-1211  
 info@theoffice.com



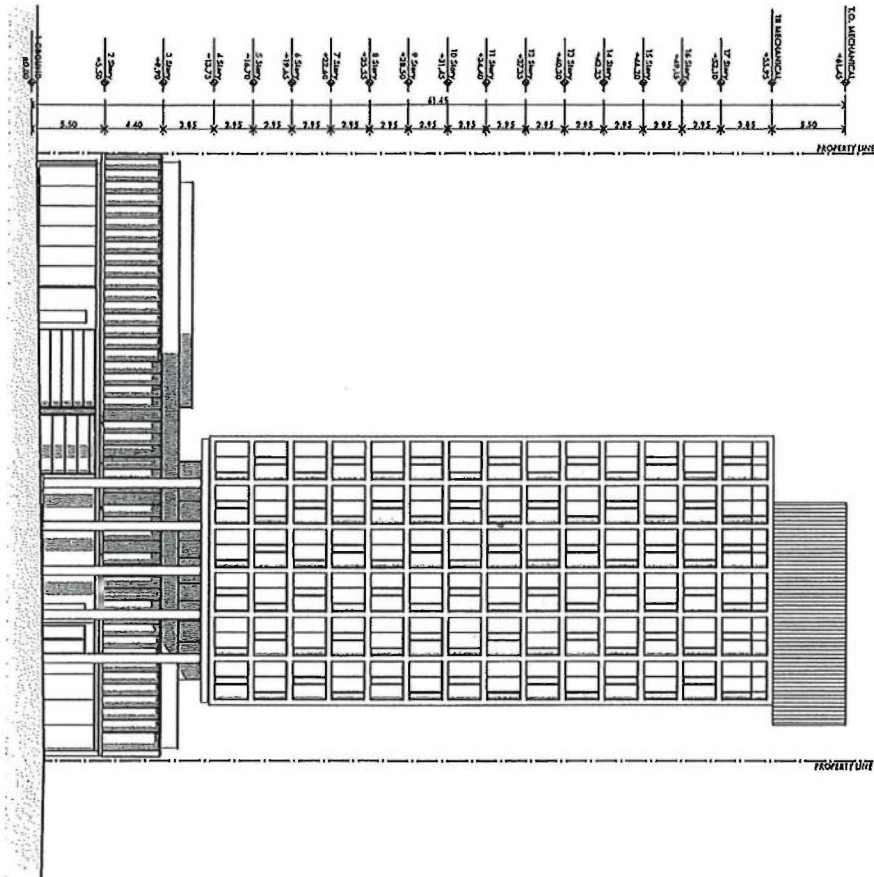
Saskatoon on Broadway  
 URBAN CAPITAL

Site Plan / Ground Floor

1:100  
 2019-01-11

A-13

# Schedule "A" (Page 2 of 5)



1. General Note: Review the project description, the location and the site plan. The architect is not responsible for the accuracy of the information provided in the project description or the site plan. The architect is not responsible for the accuracy of the information provided in the project description or the site plan. The architect is not responsible for the accuracy of the information provided in the project description or the site plan.

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/15/10
2	ISSUED FOR PERMIT	10/15/10
3	ISSUED FOR PERMIT	10/15/10



Section on Broadway  
URBAN CAPITAL

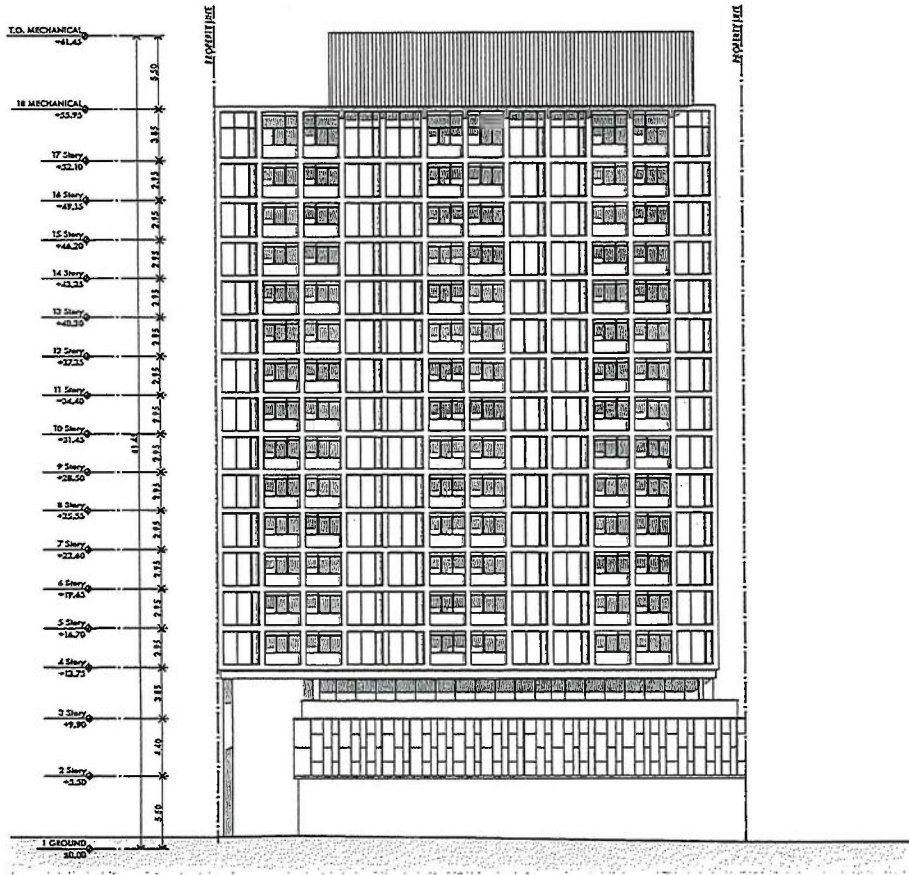
South Elevation

1:10  
2008.01

A-20



Schedule "A"  
(Page 4 of 5)



1. A description of the building is provided for the Architect. The drawing and schedule are intended to be used for the design of the building. The drawing and schedule are intended to be used for the design of the building. The drawing and schedule are intended to be used for the design of the building.

2. The Client warrants that the information provided in the schedule is true and correct. The Client warrants that the information provided in the schedule is true and correct. The Client warrants that the information provided in the schedule is true and correct.

3. The drawing and schedule are intended to be used for the design of the building. The drawing and schedule are intended to be used for the design of the building. The drawing and schedule are intended to be used for the design of the building.

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NO.	REVISION	DATE
1	REVISED APPROXIMATE	2019-05-11
2	REVISED APPROXIMATE	2019-05-11
3	REVISED APPROXIMATE	2019-05-11

220-217 Adelaide St. West  
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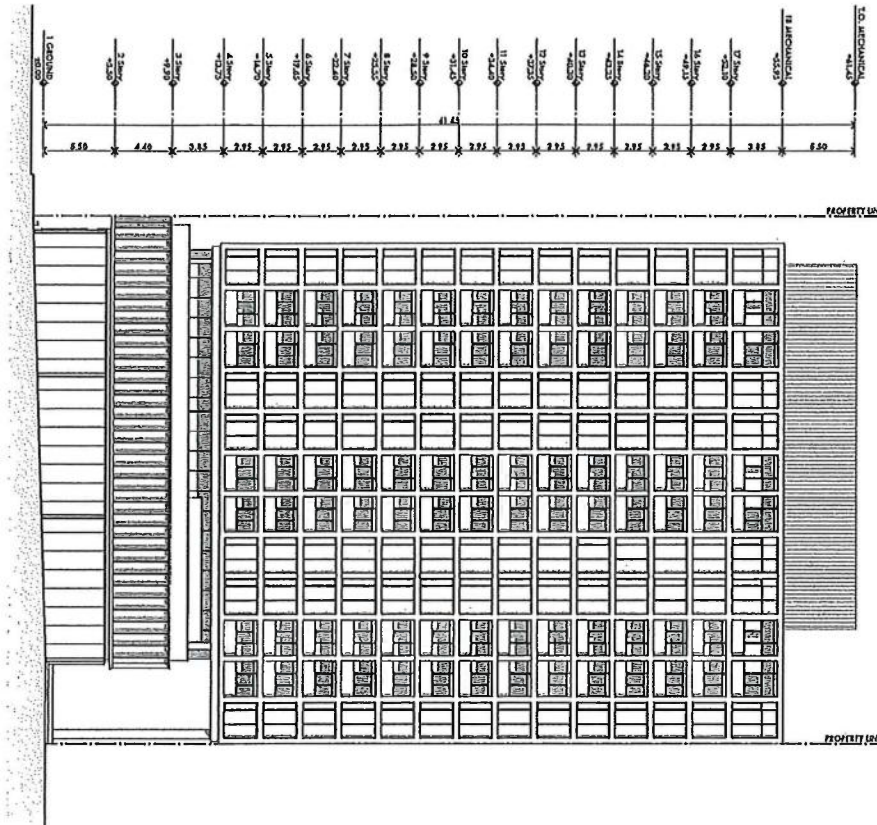


Saskatoon on Broadway  
URBAN CAPITAL

East Elevation  
1:150  
2019-05-11

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# Schedule "A" (Page 5 of 5)



1. The information shown on this drawing is the property of the Architect and is to be used only for the project and site identified herein. It is not to be used for any other project or site without the written consent of the Architect.  
 2. The Architect is not responsible for the accuracy of the information provided by others, including but not limited to, engineers, surveyors, and other professionals.  
 3. The Architect is not responsible for the accuracy of the information provided by others, including but not limited to, engineers, surveyors, and other professionals.  
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 5. The Architect is not responsible for the accuracy of the information provided by others, including but not limited to, engineers, surveyors, and other professionals.



Solution on Broadway  
 URBAN CAPITAL

West Branch

1100  
 2000-41

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