

BYLAW NO. 2016-73

THE REGINA ZONING AMENDMENT BYLAW, 2016 (No. 25)

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

- 1 *Regina Zoning Bylaw No. 9250* is amended in the manner set forth in this Bylaw.
- 2 Chapter 19 – Zoning Maps (Map No. 2688) is amended by rezoning the lands in Regina, Saskatchewan, as outlined on the map attached as Appendix “A”, legally described as:  
  
**Legal Address:        Lot 31A, Block 252, Plan No. 102049208**  
  
**Civic Address:        1610 Angus Street**  
  
**Current Zoning:       C – Contract**  
  
**Proposed Zoning:     C – Contract**
- 3 The City Clerk is authorized to execute under seal the Contract Zone Agreement annexed as Appendix “B” and forming part of this Bylaw.
- 4 This Bylaw comes into force on the day of passage.

READ A FIRST TIME THIS 19th DAY OF December 2016.

READ A SECOND TIME THIS 19th DAY OF December 2016.

READ A THIRD TIME AND PASSED THIS 19th DAY OF December 2016.

\_\_\_\_\_  
Mayor

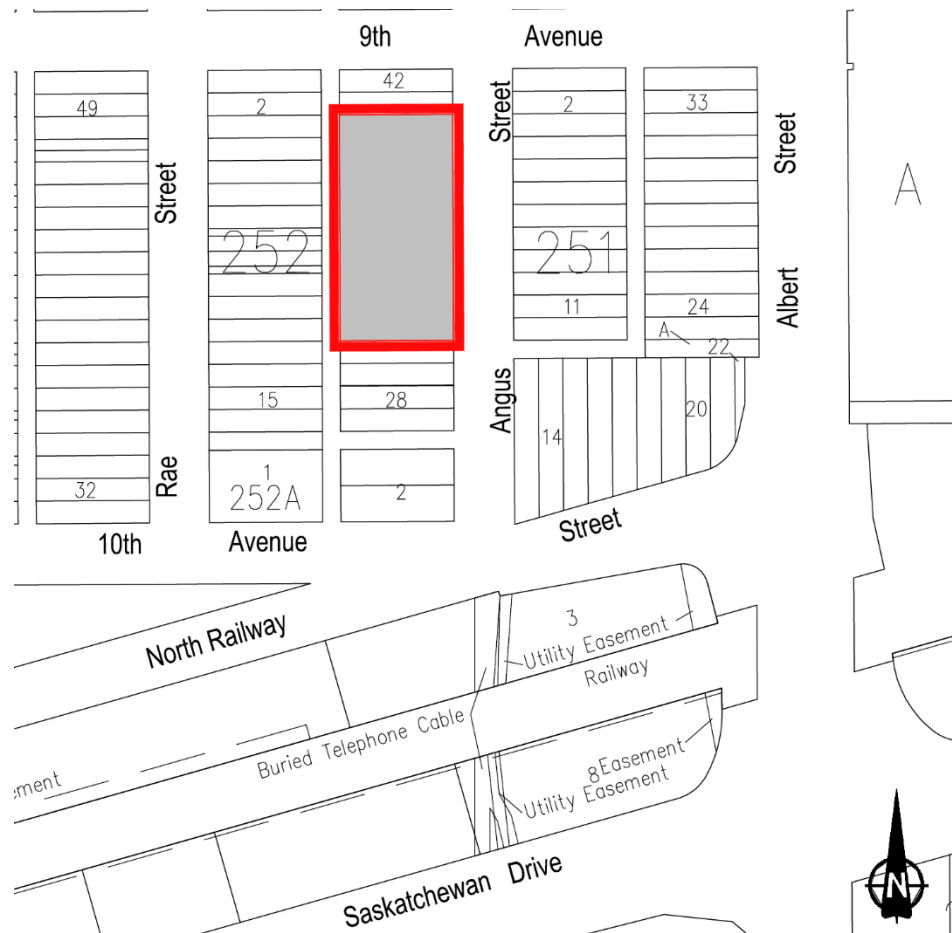
\_\_\_\_\_  
City Clerk (SEAL)

CERTIFIED A TRUE COPY

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

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Solicitor



## APPENDIX "B"

THIS AGREEMENT made as of this 12<sup>th</sup> day of December, 2016.

BETWEEN:

**THE CITY OF REGINA**  
in its capacity as approving authority  
pursuant to *The Planning and Development Act, 2007*  
(the "City")

- and -

**Souls Harbour Rescue Mission Inc.**  
(the "Owner/Applicant")

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### CONTRACT ZONE AGREEMENT

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#### WHEREAS:

- A. The City has an approved official community plan as contemplated in section 69 of *The Planning and Development Act, 2007* that contains guidelines respecting the entering into of agreements for the purpose of accommodating requests for the rezoning of lands to permit the carrying out of a specific proposal, referred to as "contract zoning"; and
- B. The Owner is or is entitled to become the registered owner of the lands and buildings (if any) located at **1610 Angus Street**, Regina, Saskatchewan, and legally described as:  
  
Surface Parcel(s): 165145114  
Reference Land Description: Lot 31A, Block 252, Plan No. 102049208  
  
as shown on the plan of proposed subdivision/sketch which is attached to this Agreement as Schedule "Schedule A" (the "Property")
- C. The Owner/Applicant has applied to the City to have the Property rezoned from C-Contract to a new C-Contract to permit the use of the Property for the carrying out of a specific proposal described as: Humanitarian Service Facility (the "Proposal").

**NOW THEREFORE**, the Parties agree as follows:

- 1. **Preamble.** The preamble forms an integral part of this Agreement.
- 2. **Establishment of the Contract Zone.** The City hereby agrees that the zoning of the Property shall be a contract zone (C-Contract) pursuant to the provisions of *The Planning and Development Act, 2007* and *The Regina Development Plan, Bylaw No. 7877* to accommodate the Applicant's Proposal ("Contract Zone").
- 3. **Effective Date.** The effective date of this Agreement shall be the date of passage of the bylaw by City Council authorizing the Contract Zone (the "Effective Date"), it being understood by the Owner/Applicant that the relevant amendments to the Zoning Bylaw shall not take effect until an interest based on this Agreement is registered against the affected title(s) to the Property at the Saskatchewan Land Titles Registry.

4. **Permitted Development and Use.** The development and use of the Property permitted within the Contract Zone shall be as follows:
- (a) *Permitted Use.* Existing and proposed use and development on the Property shall be limited to a mixed use building and the existing two-storey 30-unit apartment building (as generally depicted in the attached Schedules "B", "C1" to "C5" and "D1" to "D5" and which shall be comprised of the following:
    - (i) the existing two-storey 30-unit apartment building
    - (ii) Humanitarian Service Facility
    - (iii) Apartment – Low-Rise (16 Units);
    - (iv) Day Care Centre, Child
    - (v) Any uses allowed in the underlying MAC-Major Arterial Commercial Zone.
  - (b) *Site Layout and Building Sitting.* The site layout and design of existing and proposed development on the Property shall be consistent with the site plan prepared by SEPW Architecture Inc. and dated June 9, 2016, which is attached to this Agreement as Schedule "B";
  - (c) *Landscaping.* Landscaping for the Property shall comply with the applicable development standards for landscaped areas pursuant to Chapter 15 of the *Regina Zoning Bylaw, No. 9250* and shall be generally consistent with Schedule "B1";
  - (d) *Parking.* Parking requirements for the Property shall comply with applicable development standards for parking areas pursuant to Chapter 14, of the *Regina Zoning Bylaw, No. 9250* excepting that the number of required stalls be reduced to 26 parking stalls and shall be generally consistent with Schedule "B";
  - (e) *Signage.* Signage on the Property shall comply with applicable development standards for signage pursuant to Chapter 16, of the *Regina Zoning Bylaw, No. 9250* excepting that wall signs shall be un-restricted;
  - (f) *Other.* Except as expressly modified or otherwise stated herein, the Property shall be subject to and comply with the applicable requirements and provisions of the *Regina Zoning Bylaw No. 9250*.

**Conditions.** The Contract Zone and this Agreement shall be conditional on the following:

- (a) The applicant is required to apply for and obtain the necessary permits prior to the commencement of any development;
- (b) Any zoning related detail not specifically addressed in this Agreement shall be subject to the applicable provisions of the *Regina Zoning Bylaw No. 9250*;
- (c) None of the land or buildings comprising the property shall be developed or used except in accordance with the terms in this Agreement;
- (d) Design and building layout shall be consistent with floor drawings prepared by SEPW Architecture Inc. and dated June 9, 2016 attached as Schedule "C1" to "C5";

- (e) Building massing shall be consistent with elevations drawings prepared by SEPW Architecture Inc. and dated June 9, 2016 attached as Schedule "D1" to "D5";
- (f) None of the land or buildings comprising the Property shall be developed or used except in accordance with this Agreement; and
- (g) This agreement shall be registered as an interest in the Saskatchewan Land Titles at the applicant's cost on each surface parcel.

5. **Time Limits.**

- (a) The City's approval to initiate the proposed development on the Property shall be valid for a period of two years from the Effective Date.
- (b) The term of this Agreement and the Contract Zone provided for herein shall be in effect from the Effective Date until the end of this use.

6. **Compliance with Laws Other than Zoning.** The Owner/Applicant agrees to comply with and to conform to the requirements of every applicable statute, law, bylaw, code and order in connection with its development, use or occupancy of the Property, which govern the Property and not to use either the land or building for any unlawful purpose.

7. **Termination.** Subject to the requirements of *The Planning and Development Act, 2007*, this Agreement may be terminated or declared void by the City if:

- (a) the Property is developed or used contrary to the provisions of this Agreement; or
- (b) the development fails to meet a time limit prescribed in this Agreement.

8. **Re-Zoning on Termination.** In the event that this Agreement is declared void or otherwise terminated or expires, the zoning of the Property shall revert to the following:

- (a) MAC-Major Arterial Commercial Zone

9. **Liability on Termination and Indemnity.** In the event that this Agreement is declared void or otherwise terminated, the City shall not be liable to the Owner/Applicant for any compensation, reimbursement or damages or account of profit or account of expenditures in connection with the Profit.

10. **Departure or Waiver.** Departure from or waiver of the terms of this Agreement shall be deemed not to authorize any prior or subsequent departure or waiver and the City shall not be obligated to suffer any continued departure or grant further waiver(s). No alteration or modification of any of the provisions of this Agreement shall be binding unless the same is in writing and signed by the parties.

11. **Severability.** 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.

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

13. **Amendment of Agreement.**

- (a) Pursuant to *The Planning and Development Act, 2007*, the council of the City may, on the application by the Owner/Applicant or any subsequent owner of the Property:
  - (i) vary this Agreement;
  - (ii) enter into a new agreement; or
  - (iii) extend any time limit established in this Agreement.
- (b) Notwithstanding clause (a), the provisions hereof may not otherwise be modified, unless design modifications are approved by the Development Officer, in his/her sole discretion, pursuant to that certain policy document approved by the Council of the City on or about March 25, 1991 and entitled *Guidelines for Changes to Contract Zones*.

14. **Notice.** Any notice required to be given by the parties under the terms hereof shall be in writing and may be delivered personally or mailed in a properly stamped and addressed envelope to the party to be notified at the address as follows:

- (a) to the City at: Director of Planning  
City of Regina  
P. O. Box 1790  
Regina, SK S4P 3C8
- (b) to the Owner/Applicant at: Michael Towers  
Souls Harbour Rescue Mission Inc.  
PO Box 3356 Station Main  
Regina, SK, S4P 3H1

15. **Registration of Agreement.** The parties acknowledge and agree that:

- (a) this Agreement is made pursuant to section 69 of *The Planning and Development Act, 2007*;
- (b) the City shall register an interest against the title(s) to the Property based on the terms of this Agreement and, upon such registration, this Agreement shall be binding on and run with the Property as against the Owner/Applicant and the Owner/Applicant's heirs, executors, administrators, successors and assigns; and
- (c) the interest mentioned in clause (b) shall register in preference to all other encumbrances against the Property save and except those acceptable to the City.

IN WITNESS WHEREOF the Parties have hereunto affixed their hand and seal on the day and year first above written.

(seal)

**THE CITY OF REGINA**

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

(seal)

**Souls Harbour Rescue Mission Inc.**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY**

CANADA  
 PROVINCE OF SASKATCHEWAN  
 TO WIT:

)  
 )  
 )

Joe Miller  
 I, \_\_\_\_\_, of Regina, Saskatchewan,  
 (Name of Corporate Officer)  
 MAKE OATH AND SAY THAT:

1. I am an Officer of Souls Harbour Rescue Mission Inc., named in the within agreement; and  
(Name of Owner/Applicant)
2. I am authorized by the corporation to execute the document without affixing a corporate seal.

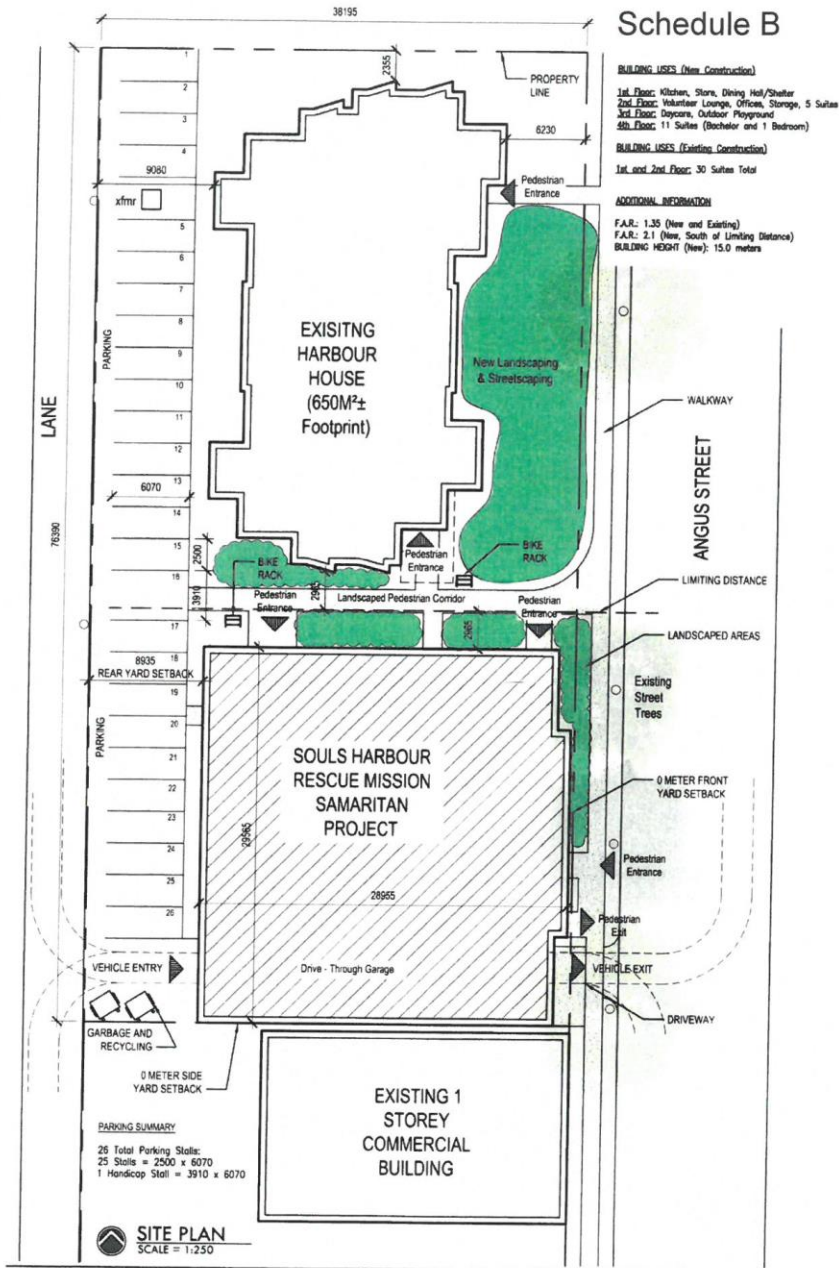
SWORN BEFORE ME at Regina,  
 Saskatchewan, this 13 day  
 of December, 2016.

[Signature]  
 (Signature of Commissioner)

[Signature]  
 (Signature of Owner/Applicant)

A COMMISSIONER FOR OATHS in  
 and for the Province of Saskatchewan.  
 My Commission expires September 30, 2017  
 (Date)

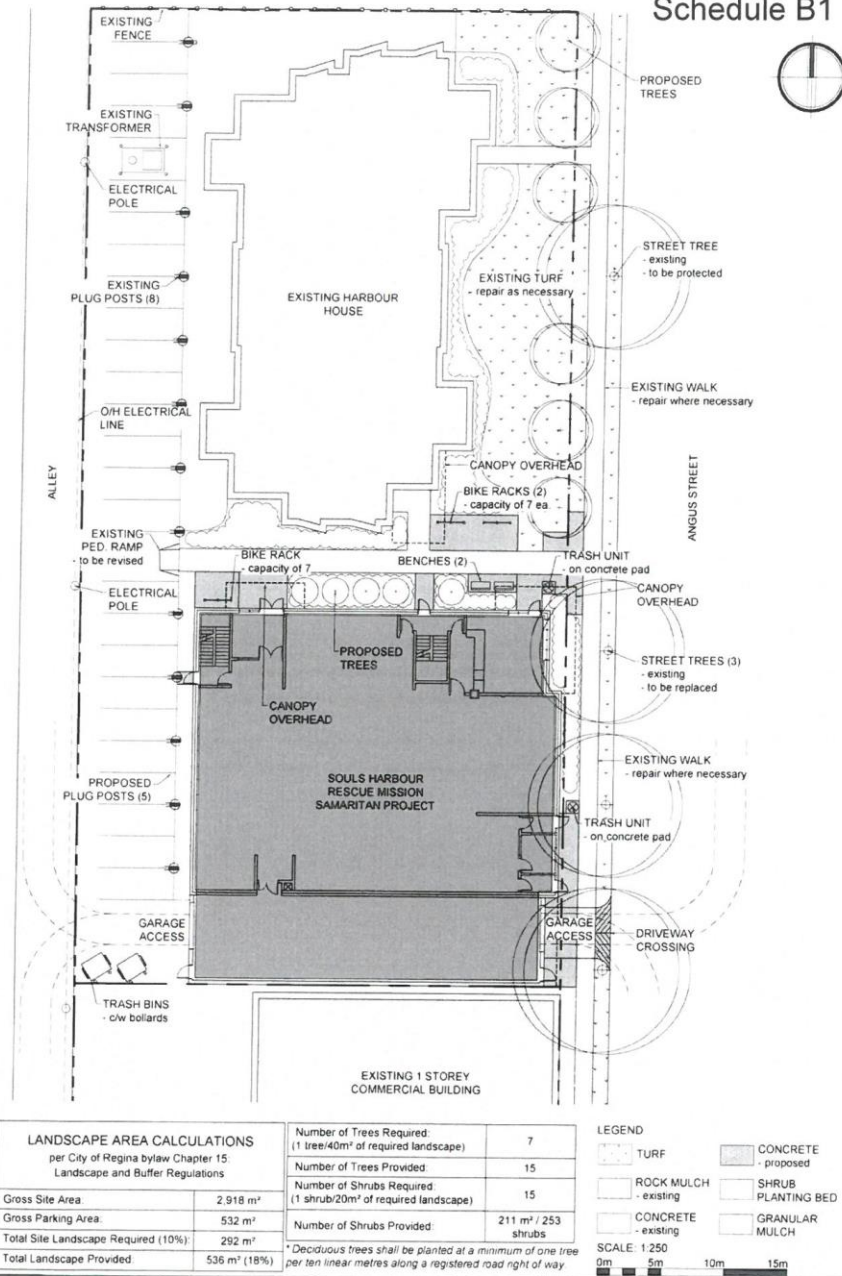


**SHRM SAMARITAN PROJECT**

Date: June 9, 2016 Prepared By: SEPW Architecture Inc.  
 Civic Address: 1610 Angus Street

**SEPW** Architecture Inc.

## Schedule B1



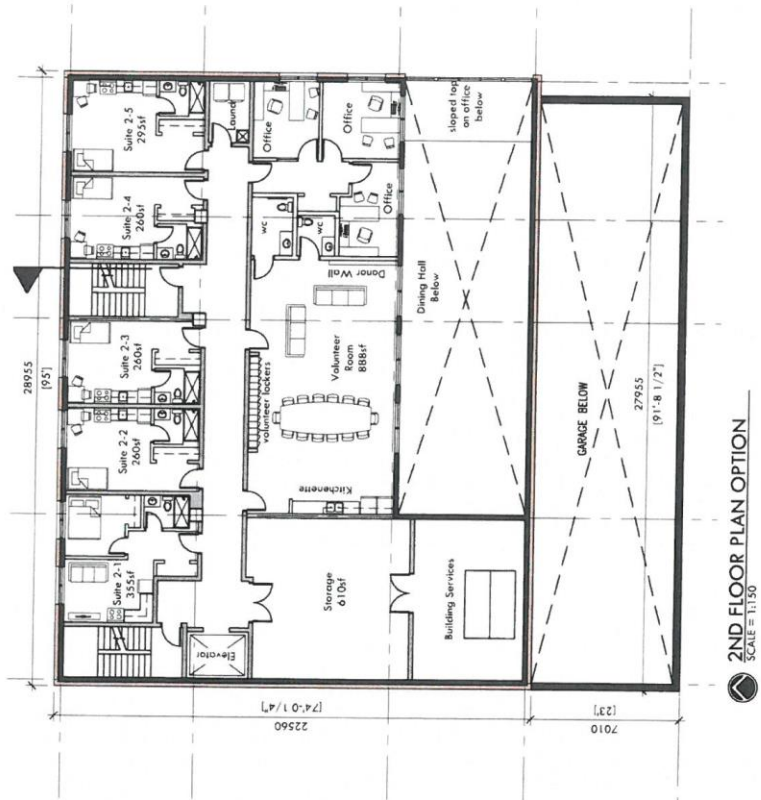
Contract Zone Application - SHRM Samaritan Project  
Date: June 9, 2016 Prepared By: SEPW Architecture Inc.

SEPW Architecture Inc.

**SEPW Architecture Inc.**



## Schedule C2



SHRM SAMARITAN PROJECT  
Date: June 9, 2016

SEPW Architecture Inc.

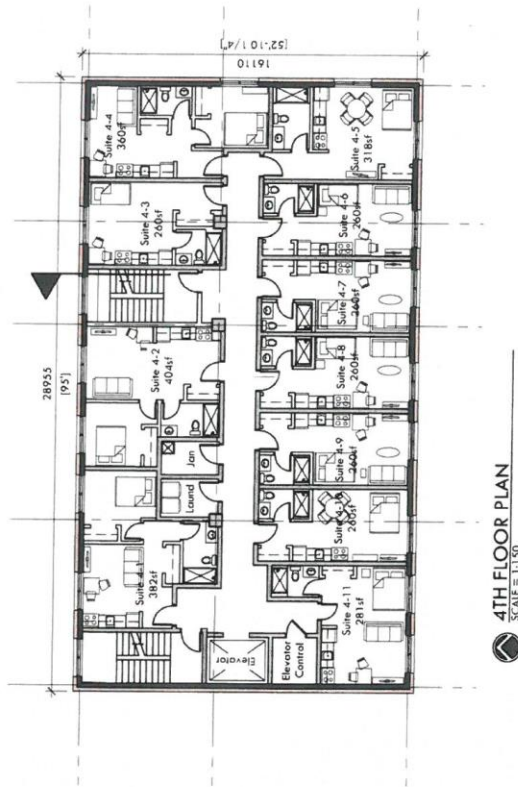
## Schedule C3



SHRM SAMARITAN PROJECT  
Date: June 9, 2016

SEPW Architecture Inc.

## Schedule C4

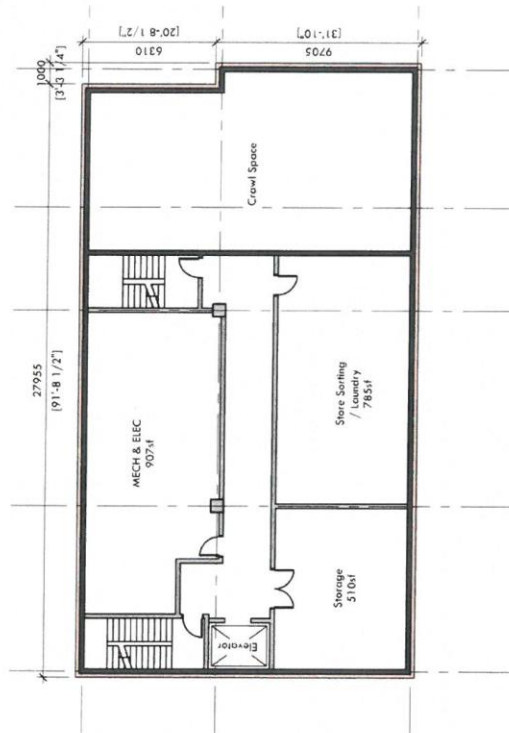


SHRM SAMARITAN PROJECT  
Date: June 9, 2016

SEPW Architecture Inc.



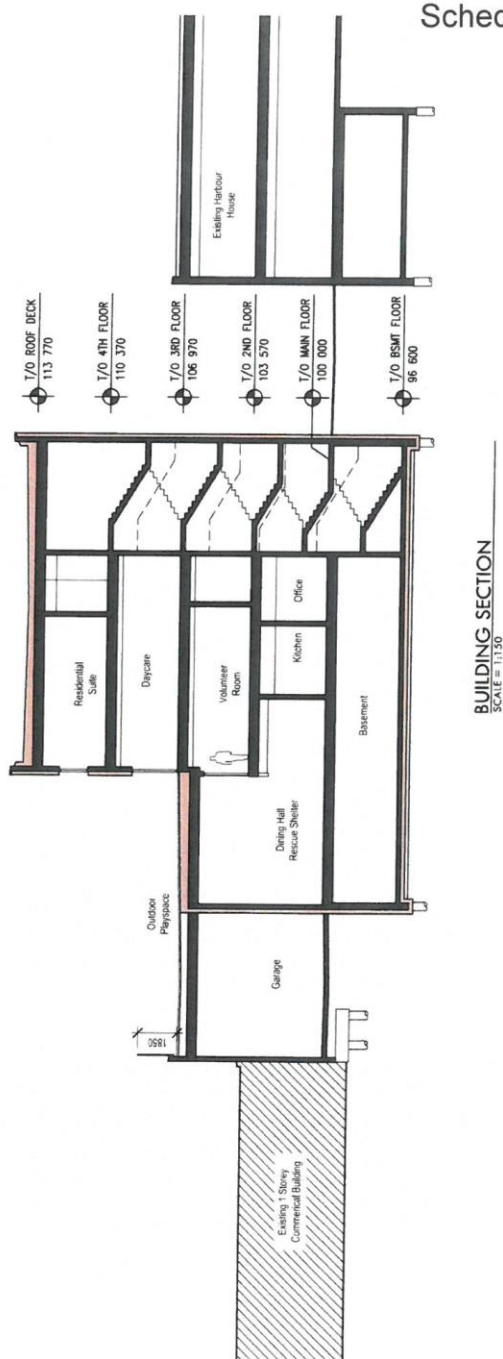
## Schedule C5



**BASEMENT PLAN**  
SCALE = 1/16"

SHRM SAMARITAN PROJECT  
Date: June 9, 2016

SEPW Architecture Inc.



SHRM SAMARITAN PROJECT  
Date: June 9, 2016

SEPW Architecture Inc.



## Schedule D2

SEP Architecture Inc.



SHRM Samaritan Project

North Elevation 1:150

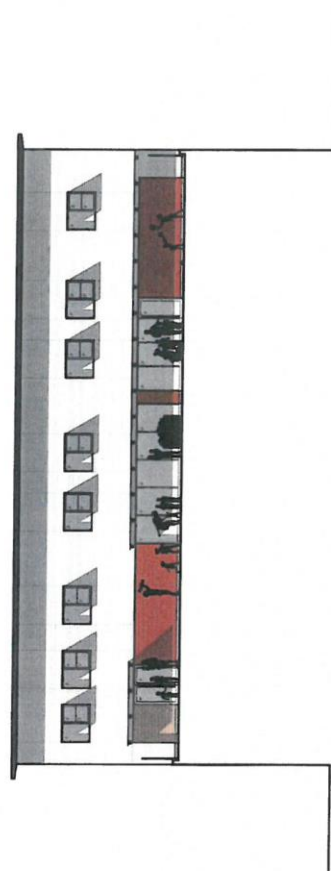
June 9, 2016

Schedule D3



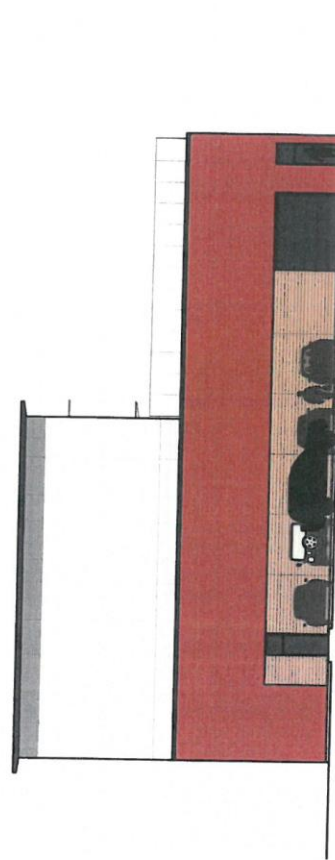
SHRM Samaritan Project  
East Elevation 1:150  
June 9, 2016

Schedule D4



SHRM Samaritan Project  
 South Elevation 1:150  
 June 9, 2016

## Schedule D5



SHRM Samaritan Project

West Elevation 1:150

June 9, 2016

## ABSTRACT

BYLAW NO. 2016-73

THE REGINA ZONING AMENDMENT BYLAW, 2016 (No. 25)

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PURPOSE:	To amend <i>Regina Zoning Bylaw No. 9250</i> .
ABSTRACT:	The proposed rezoning will accommodate the construction of a new four-storey building to be used as a Humanitarian Service Facility.
STATUTORY AUTHORITY:	Section 69 of <i>The Planning and Development Act, 2007</i> .
MINISTER'S APPROVAL:	N/A
PUBLIC HEARING:	Required, pursuant to section 207 of <i>The Planning and Development Act, 2007</i> .
PUBLIC NOTICE:	Required, pursuant to section 207 of <i>The Planning and Development Act, 2007</i> .
REFERENCE:	Regina Planning Commission, November 30, 2016, RPC16-66.
AMENDS/REPEALS:	Amends <i>Regina Zoning Bylaw No. 9250</i> .
CLASSIFICATION:	Regulatory
INITIATING DIVISION:	City Planning and Development
INITIATING DEPARTMENT:	Development Services