

BYLAW NO. 2020-37
THE REGINA ZONING AMENDMENT BYLAW, 2020 (No. 10)

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

- 1 The purpose of this Bylaw is to amend *The Regina Zoning Bylaw, 2019* by applying the C – Contract zone to the subject lands to permit the carrying out of a specified proposal that includes “Office, Industry” as a land use at this location.
- 2 The authority for this Bylaw is section 69 of *The Planning and Development Act, 2007*.
- 3 Schedule “A” of *The Regina Zoning Bylaw, 2019* is amended in the manner set forth in this Bylaw.
- 4 Chapter 9 – Zoning Maps (Map No. 2891(A)) is amended by re-zoning the lands described in this section and shown on the map attached as Appendix “A” as follows:

Legal Description: Block T, Plan 84R22521, Block C, Plan 101221142 and Block C, Plan FA4603

Civic Address: 221 N Winnipeg Street

Current Zoning: IL- Industrial Light

Proposed Zoning: C – Contract Zone
- 5 The City Clerk is authorized to execute under seal the Contract Zone Agreement attached as Appendix “B” and forming part of this Bylaw.
- 6 This Bylaw comes into force on the day of passage

READ A FIRST TIME THIS 24th DAY OF June 2020

READ A SECOND TIME THIS 24th DAY OF June 2020.

READ A THIRD TIME AND PASSED THIS 24th DAY OF June 2020.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

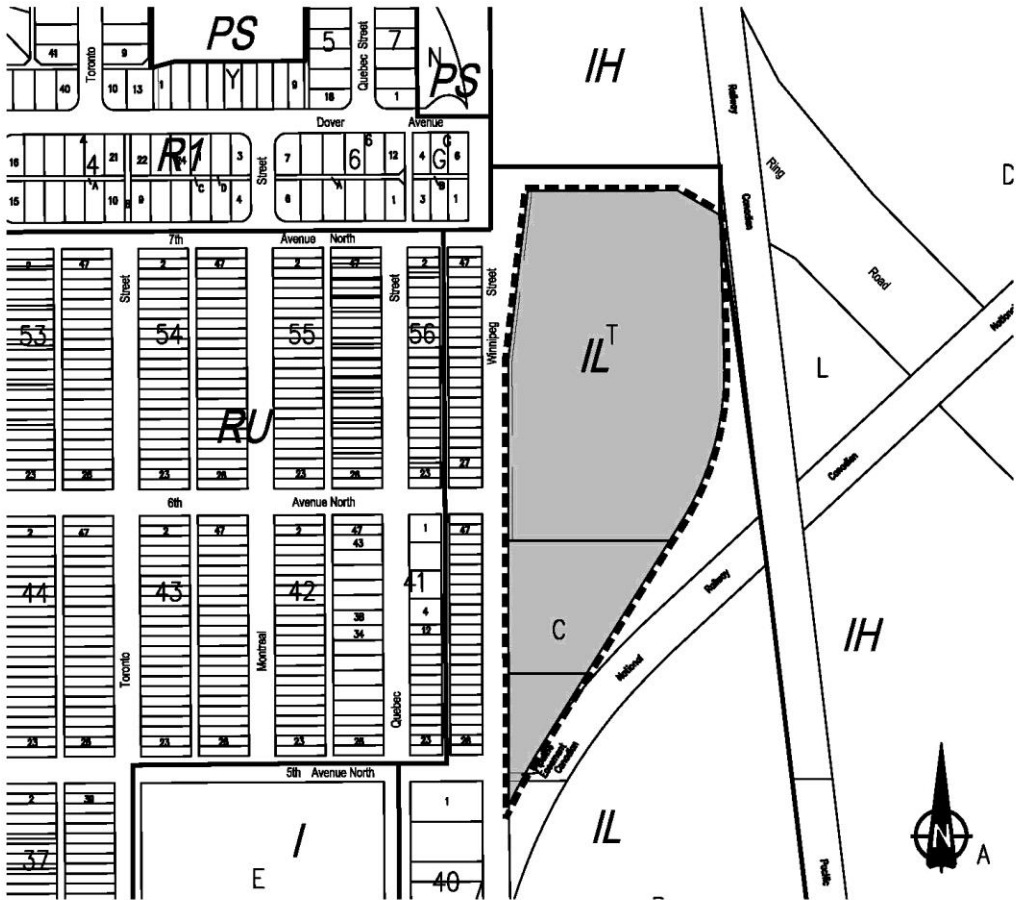
City Clerk

Approved as to form this _____ day of _____, 20____.

City Solicitor

APPENDIX “A”

Project: PL202000059



APPENDIX "B"

THIS AGREEMENT made as of this 4th day of June, 2020.

BETWEEN:

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

- and -

3346286 MANITOBA LIMITED
(the "Owner")

CONTRACT ZONE AGREEMENT

WHEREAS:

- A. As contemplated in section 69 of *The Planning and Development Act, 2007* (the "Act"), the City's *Design Regina: Official Community Plan Bylaw (No. 213-48)* (the "OCP") 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 *The Regina Zoning Bylaw, 2019 (No. 2019-19)* (the "Zoning Bylaw") establishes the requirements and development standards applicable to lands zoned C-Contract;
- B. The Owner is the registered owner of the lands and buildings (if any) located at 221 N Winnipeg Street, Regina, Saskatchewan, and legally described as:

Surface Parcel(s): 107187958, 112004334 and 111780110
Reference Land Description: Block T-Plan 84R22521 Ext 0, Block C-Plan FA4603 Ext 2 and Block C-Plan 101221142 Ext 1

(the "Property"); and
- C. The Owner has applied to the City to have the Property rezoned from IL-Light Industrial Zone to C-Contract to permit the use of the Property for the carrying out of a specific proposal as described in this Agreement;
- D. The City and the Owner agree to enter into this Agreement, to be registered against the title of the Property, and Council has authorized execution of this Agreement and the proposed re-zoning by bylaw.

NOW THEREFORE, the City and the Owner agree as follows:

1. **Preamble.** The preamble forms an integral part of this Agreement.
2. **Description of Proposal.** The Owner proposes to develop the Property for the carrying out of a specific proposal described as the development of up to 4,000 square meters of Office, Industry and other land uses as shown in the drawings attached hereto as Appendix A (the "Proposal").
3. **Establishment of the Contract Zone.** Pursuant to section 69 of the Act and Part 7A of the Zoning Bylaw and subject to the terms and conditions of this Agreement, the zoning of the Property shall be a contract zone (C-Contract).
4. **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 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.
5. **Terms of Development and Use.** The development and use of the Property permitted within the Contract Zone shall be as follows:
 - (a) *Permitted Uses and Development Forms.* A maximum of 4,000 square meters of "Office, Industry" and other uses as are allowed in accordance with the Zoning Bylaw requirements of the IL-Industrial Light zone shall be permitted on the Property. For the purposes of this Agreement "Office, Industry" shall have the meaning prescribed by the Zoning Bylaw as of the Effective Date, as follows:

"Office, Industry" means "a land use associated with industries or businesses benefitting from close access to major corridors, regional customers, intermodal hubs, etc. This includes those owned or operated by the Municipal, Provincial, or Federal government. Example activities include construction, surveying, engineering, research and development, resource extraction e.g., oil/gas, mining, agriculture, logistics, transportation, warehousing and distribution, catering, utility and real estate companies. Excludes any activity defined as an "Office, Professional" land use.
 - (b) *Site Layout and External Design.* The site shall consist of the existing building as shown on the site plan as shown on the attached Appendix A. Additions or new buildings proposed on the site shall comply with the Zoning Bylaw requirements of the IL-Industrial Light Zone.
 - (c) *Parking.* Parking requirements for the Property shall comply with applicable development standards and requirements for parking areas pursuant to Chapter 5, Table 5B.T5 of *The Regina Zoning Bylaw, 2019 (No. 2019-19)*.
 - (d) *Signage.* Signage on the Property shall comply with the standards applicable to the IL – Industrial Light Zone pursuant to Chapter 11 of *The Regina Zoning Bylaw, 2019 (No. 2019-19)*.

3

- (e) *Other.* Except as expressly modified or otherwise stated herein, in all other respects the Property shall be subject to and comply with the applicable requirements and provisions of the Zoning Bylaw as if the Property were zoned IL-Industrial Light Zone.
6. **Time Limits.**
- (a) Development of the Proposal in accordance with the terms and conditions of the Contract zone must be commenced, including the issuance of any necessary permits and commencement of construction or use, within two years from the Effective Date of this Agreement.
 - (b) The term of this Agreement and the Contract Zone provided for herein shall be in effect from the Effective Date until such time as the earlier of:
 - (i) the permitted uses contemplated by the Proposal and authorized by this Agreement are discontinued for a period of more than 12 months;
 - (ii) the Property is rezoned in accordance with the Act and the Zoning Bylaw; or
 - (iii) this Agreement is declared void in accordance with the Act and section 9 of this Agreement.
7. **Conditions.** This Agreement and the resulting Contract Zone are conditional on the following:
- (a) none of the land or buildings comprising the Property shall be developed or used except in accordance with the Proposal, terms and conditions and Time Limits prescribed in this Agreement.
8. **Compliance with Laws Other than Zoning.** The Owner 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.
9. **Termination.** Subject to the requirements of the Act, 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.
10. **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 IL – Industrial Light zone, and any expenses related to such reversion shall be borne by the Owner.
11. **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 for any compensation, reimbursement or damages or account of profit or account of expenditures in connection with the Property.

12. **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.
13. **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.
14. **Governing Jurisdiction.** This Agreement shall be governed and interpreted exclusively in accordance with the laws of the Province of Saskatchewan.
15. **Amendment of Agreement.**
 - (a) Pursuant to the Act, and subject to the approval of City Council, the City may, on the application of the Owner 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), on application of the Owner or any subsequent owner of the Property, the Development Officer is authorized, in his/her sole discretion, to approve minor amendments to this Agreement in accordance with 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*.
16. **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 at:

C/O Shindico Realty /ICI Properties
 3346286 MANITOBA LIMITED
 200-1355 Taylor Avenue
 Winnipeg, MB, R3M 3Y9
17. **Registration of Agreement.** The parties acknowledge and agree that:
 - (a) this Agreement is made pursuant to section 69 of the Act;

5

- (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 and the Owner'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

3346286 MANITOBA LIMITED

(seal)

Per: _____
Per: _____

Per: _____

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

CANADA)
 PROVINCE OF SASKATCHEWAN)
 TO WIT:)

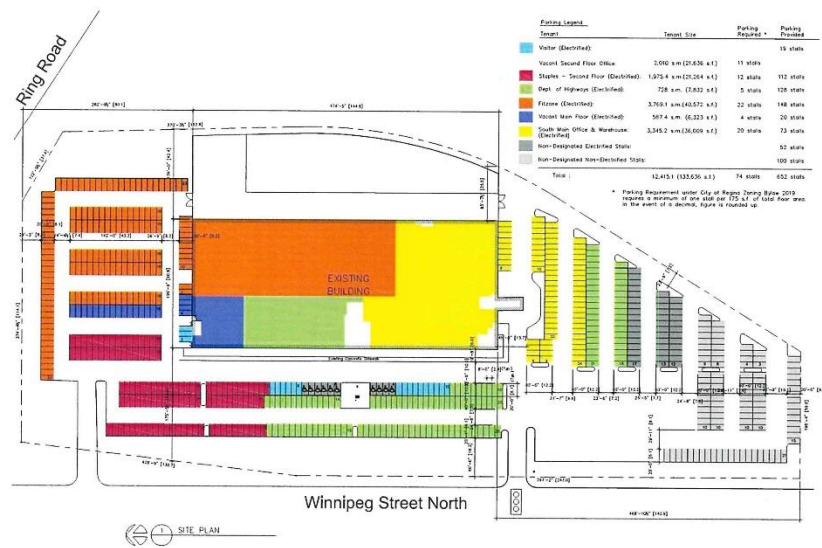
Sandy Winnipeg, MB
 I, Shadleman of Regina, Saskatchewan,
 (Name of Corporate Officer)
 MAKE OATH AND SAY THAT:

1. I am an Officer of 3346286 Manitoba Ltd., 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 Winnipeg, MB)
Regina,)
 Saskatchewan, this 4th day)
 of June, 2020.)
)
Kymbalisto)
 (Signature of Commissioner)

S Shadleman
 (Signature of Owner/Applicant)

A COMMISSIONER FOR OATHS in
 and for the Province of Saskatchewan: Manitoba
 My Commission expires Feb 23/21
 (Date)

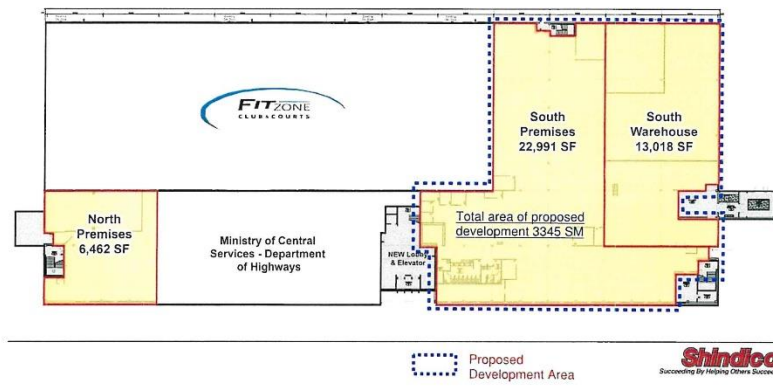


221 Winnipeg St. N, Regina, SK.
Site Plan

221 Winnipeg Street North

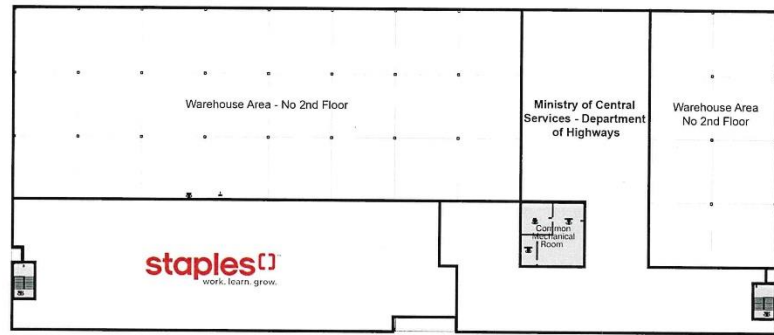
Regina, Saskatchewan

Main Floor Plan



221 Winnipeg Street North

Regina, Saskatchewan

2nd Floor Plan

ABSTRACT

BYLAW NO. 2020-37

THE REGINA ZONING AMENDMENT BYLAW, 2020 (No. 10)

PURPOSE:	To amend <i>The Regina Zoning Bylaw, 2019</i> to permit the carrying out of a specified proposal that includes “Office Industry” as a land use at 221 N. Winnipeg Street.
ABSTRACT:	The Bylaw amends <i>The Regina Zoning Bylaw, 2019</i> by rezoning the property at 221 N. Winnipeg Street to permit the carrying out of a specified proposal that includes “Office Industry” as a land use at this location
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, June 3, 2020, RPC20-21.
AMENDS/REPEALS:	Amends <i>The Regina Zoning Bylaw, 2019</i> .
CLASSIFICATION:	Regulatory
INITIATING DIVISION:	City Planning & Community Development
INITIATING DEPARTMENT:	Planning & Development Services