

**City of Yorkton
Saskatchewan**

Bylaw No. 13/2022

A bylaw of the City of Yorkton in the Province of Saskatchewan to amend the Zoning Bylaw No. 14/2003 by rezoning Lots 5 & 6; Block 2; Plan AO2901, civically known as a portion of 56 South Front Street, from C-1 City Centre Commercial to MI-1-CZ – Light Industrial Contract Zone to allow for Storage Facility Use.

WHEREAS, pursuant to Section 46(3) of *The Planning and Development Act, 2007*, the Council of the City of Yorkton in the Province of Saskatchewan in Council assembled hereby enacts as follows:

1. That Bylaw No. 14/2003 is amended by rezoning Lots 5 & 6; Block 2; Plan AO2901, civically known as a portion of 56 South Front Street as shown on Schedule 'A' attached hereto, from C-1 City Centre Commercial to MI-1-CZ Light Industrial-Contract Zone pursuant to the contract terms;
2. That the Mayor and City Clerk are hereby authorized to sign the contract agreement between GLO Enterprises Ltd. and SALLL Holdings Ltd. and the City of Yorkton hereto forming part of the bylaw;
3. That the Zoning Districts Map attached to and forming part of Bylaw No. 14/2003, is amended to change the zoning of Lots 5 & 6; Block 2; Plan AO2901, civically known as a portion of 56 South Front Street as shown on Schedule 'A' attached hereto, from C-1 City Centre Commercial to MI-1-CZ Light Industrial Contract Zone.

This bylaw shall come into force and take effect on the date of final passing thereof.

MAYOR

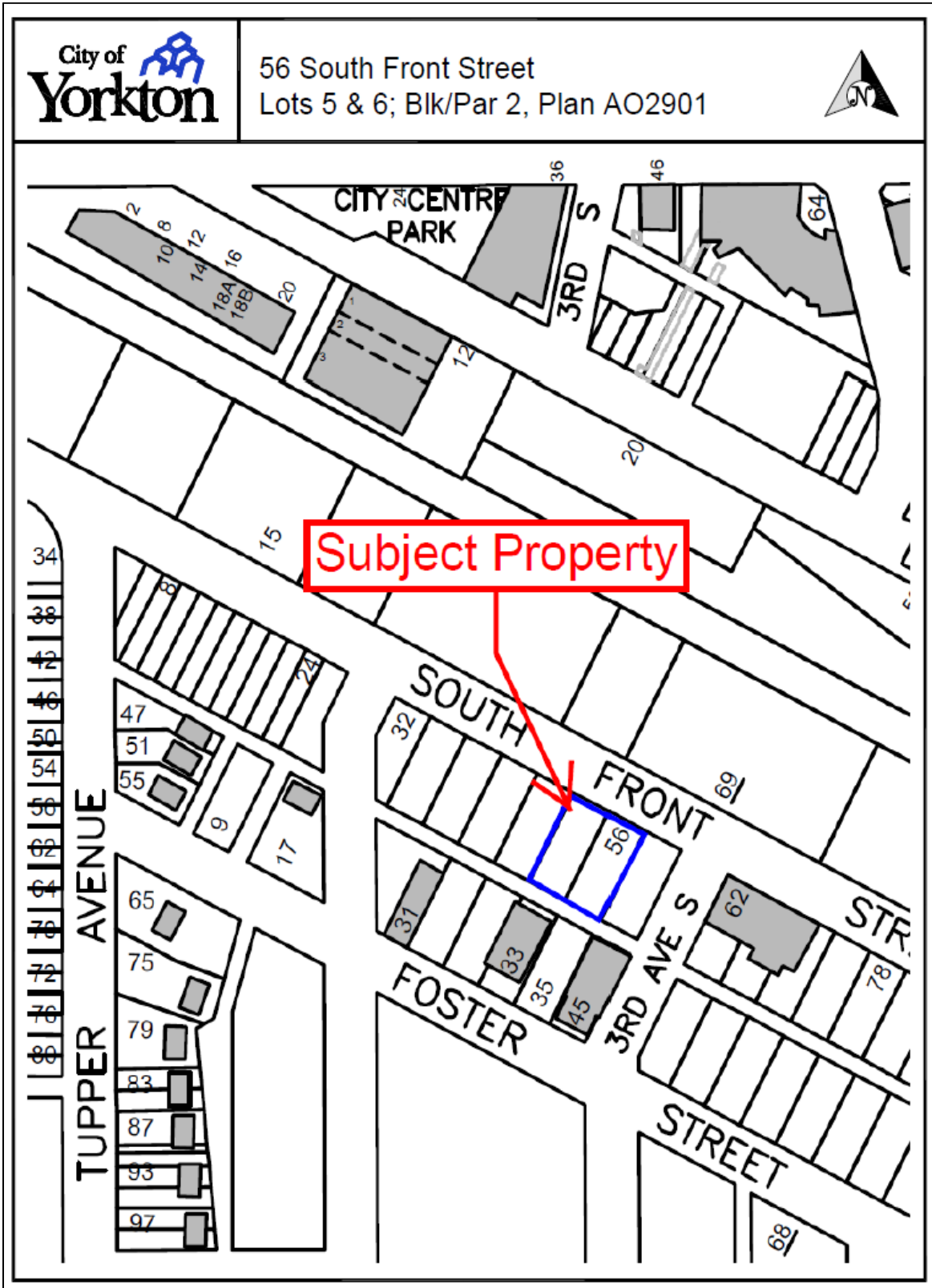
CITY CLERK

Introduced and read a first time this ____ day of _____, A.D., 2022.

Read a second time this ____ day of _____, A.D., 2022.

Read a third time and adopted this ____ day of _____, A.D., 2022.

Schedule 'A'



**THIS AGREEMENT MADE IN DUPLICATE THIS ___DATE OF _____, 2022 A.D.
BETWEEN**

THE CITY OF YORKTON, a municipal corporation, in the Province of Saskatchewan,

Hereinafter referred to as "THE CITY",

-AND-

GLO Enterprises Ltd.,

Hereinafter referred to as "THE PROPERTY OWNER"

-AND-

SALLL Holdings Ltd.,

Hereinafter referred to as "THE PROPERTY OWNER IN EXPECTANCY"

WHEREAS THE PROPERTY OWNER IN EXPECTANCY has requested THE CITY enter into a Contract Zoning Agreement for Lots 5 and 6, Block 2, Plan AO2901, civically known as a portion of 56 South Front Street, hereafter referred to as the "CONTRACT ZONING LANDS";

AND WHEREAS the City of Yorkton Zoning Bylaw No. 14/2003 of THE CITY provides that the CONTRACT ZONING LANDS are zoned C-1 City Centre Commercial;

AND WHEREAS the CONTRACT ZONING LANDS are currently vacant;

AND WHEREAS this zoning is in accordance with the goals and objectives of the Official Community Plan Development Plan Bylaw No12-2014;

AND WHEREAS THE PROPERTY OWNER IN EXPECTANCY has requested a zoning change to permit a Storage Facility;

AND WHEREAS THE CITY has agreed to enter a contract zone to rezone the CONTRACT ZONING LANDS to MI-1-CZ Light Industrial - Contract Zone, providing for a Storage Facility as a permitted use, as per the requirements of Yorkton Zoning Bylaw 14/2003 and pursuant to the contract terms.

SUBJECT TO THE CONDITIONS SET FORTH IN THE WITHIN AGREEMENT.

NOW THEREFORE, THE PARTIES MUTUALLY COVENANT AND AGREE AS FOLLOWS:

THE CITY agrees to rezone the CONTRACT ZONING LANDS from C-1 City Centre Commercial to MI-1-CZ Light Industrial Contract Zone, providing for a Storage Facility as a permitted use, as per the requirements of Yorkton Zoning Bylaw 14/2003, pursuant to the contract terms;

THE PROPERTY OWNER and PROPERTY OWNER IN EXPECTANCY shall not object to the proposed rezoning of the land;

THE PROPERTY OWNER IN EXPECTANCY recognizes that this rezoning shall only be applicable for the Storage Facility use and should the Storage Facility use be discontinued, the zoning of the CONTRACT ZONING LANDS shall revert back to C-1 City Centre Commercial;

THE PROPERTY OWNER IN EXPECTANCY shall comply with all other requirements of Zoning Bylaw No. 14/2003;

THE PROPERTY OWNER and PROPERTY OWNER IN EXPECTANCY acknowledges and agrees that THE CITY is obligated, pursuant to Section 69(6) of The Planning and Development Act, 2007, to register a caveat against the land;

THE PROPERTY OWNER IN EXPECTANCY shall not cause, permit, suffer, or allow the land to be developed or used except in accordance with the terms and conditions set forth in the within agreement unless permitted by THE CITY;

THE PROPERTY OWNER IN EXPECTANCY acknowledges and agrees that for Municipal Taxation purposes, THE CITY shall assess the land on the basis that the lands are zoned as MI-1 Light Industrial;

THE PROPERTY OWNER IN EXPECTANCY agrees to submit a Zoning Application Amendment with the sum of \$250.00 payable to City of Yorkton. This contract shall not come into effect until THE PROPERTY OWNER IN EXECTANCY has done so;

THE PROPERTY OWNER IN EXPECTANCY agrees to submit a Development Permit Application for the intended use;

That this agreement is subject to, and will not take effect until THE CITY passes a Bylaw changing the zoning of the land as contemplated by the agreement within and the said Bylaw is approved in accordance with the provisions of *The Planning and Development Act, 2007*;

That this agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF THE CITY OF YORKTON has hereunto affixed its corporate seal as attested to by the hands of its proper officers in that behalf, this _____ day of _____, 20__ A.D.

THE CITY OF YORKTON

SEAL

MAYOR

CITY CLERK

IN WITNESS WHEREOF THE OWNER(S) OF LOTS 5 & 6, BLK/PAR 2, PLAN AO2901
have hereunto affixed his/her signature this ____ day of, _____, 20____, A.D.

GLO ENTERPRISES LTD.

SEAL

IN WITNESS WHEREOF THE OWNER IN EXPECTANCY OF LOTS 5 & 6, BLK/PAR 2,
PLAN AO2901 have hereunto affixed his/her signature this ____ day of, _____,
20____, A.D.

SALLL HOLDINGS LTD.

SEAL
