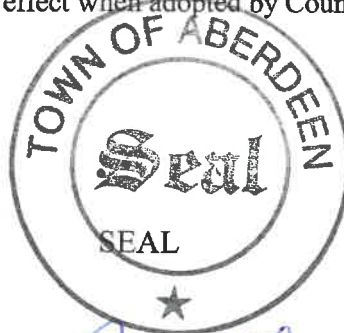


**TOWN of ABERDEEN  
BYLAW NO. 02/2021**


A Bylaw to amend Bylaw No. 07/14, known as the Zoning Bylaw of the Town of Aberdeen.

The Council of the Town of Aberdeen, in the Province of Saskatchewan, enacts to amend Bylaw No. 07/14 to authorize a rezoning amendment which is annexed hereto as Appendix "A".

1. SECTION 6, the Zoning District Map is amended by rezoning the lands legally described as Blk/Par A Plan 101539155 Ext 17 as described on Certificate of Title 02MW06110(1), description 17 and as shown on Map A, attached hereto, from R2 – Residential District to a CS – Community Service District subject to the provisions of the Agreement annexed as Appendix "A" to this Bylaw:
2. This Bylaw shall come into force and take effect when adopted by Council.



  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator

Read a first time this 25th day of August, 2021  
Read a second time this 21st day of September, 2021  
Read a third time and adopted this 21st day of September, 2021

Certified a true copy of Bylaw 02/2021 passed  
by resolution of Council September 21, 2021

  
\_\_\_\_\_  
Administrator



Appendix "A"

**Rezoning Agreement**

This Agreement made effective this 21 day of September, 2021.

Between:

**The Town of Aberdeen** a municipal corporation in the Province of Saskatchewan, ("the Town")

- and -

**Aberdeen and District Charities Inc.** operating in the Town of Aberdeen, in the Province of Saskatchewan ("the Owner")

**Whereas:**

A. The Owner is the registered owner or beneficial owner of the lands described as follows:

Blk/Par A Plan 101539155 Ext 17 as described on Certificate of Title 02MW06110(1), description 17

(referred to as the "Land")

B. The Town has an approved 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.

C. The Town has agreed, pursuant to the provisions of Section 69 of *The Planning and Development Act, 2007*, to rezone the Land described in Section A from an R2 District to a CS District to allow the development of the proposal specified in 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 an R2 District to a CS District, none of the Land shall be developed 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 shall be restricted to a:  
(a) Commercial Recreation Facility.

### **Development Standards**

3. The development standards applicable to the Land shall be those applicable to the CS District.

### **Application of Zoning Bylaw**

4. The Owner covenants and agrees that, except to the extent otherwise specified in this Agreement, the provisions of The Town of Aberdeen Zoning Bylaw No. 07/14 as amended from time to time shall apply.

### **Compliance with Agreement**

5. 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.

### **Disposition Subject to Agreement**

6. 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**

7. Any word or phrase used in this Agreement which is defined in Zoning Bylaw No. 07/14 shall have the meaning ascribed to it in the Bylaw.

### **Departures and Waivers**

8. No departure or waiver of the terms of this Agreement shall be deemed to authorize any prior or subsequent departure or waiver, and the Town shall not be obliged to continue any departure or waiver or permit subsequent departures or waivers.

### **Severability**

9. 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**

10. This agreement shall be governed and interpreted in accordance with the laws of the Province of Saskatchewan.

### **Effective Date of Rezoning**

11. It is understood by the Owner that the Land shall not be effectively rezoned from an R2 District to a CS District until:
  - (a) the Council of the Town of Aberdeen has passed a Bylaw to that effect; and
  - (b) this Agreement is registered by the Town, by way of Interest Registration, against the title to the Land.

### **Use Contrary to Agreement**

12.
  - (1) The Council of the Town of Aberdeen may declare this Agreement void where any of the Land or buildings thereon is 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 revert to an R2 District.
  - (2) If this Agreement is declared void by the Council of the Town of Aberdeen, the Town 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 any account of expenditures, or any other account whatsoever in connection with the Land.

### **Registration of Interest**

13.
  - (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 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.

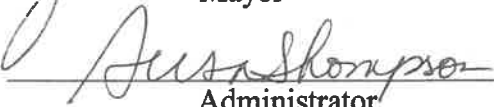
### **Enurement**

14. 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 Town of Aberdeen**



Mayor



Administrator

**Aberdeen Charities Inc.**



President