

# TOWN OF PILOT BUTTE

## ZONING BYLAW

Prepared for:  
THE TOWN OF PILOT BUTTE

Prepared by:  
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SASKATOON, SK

OCTOBER 2017

# THE TOWN OF PILOT BUTTE

## BYLAW NO. 18-2017

A Bylaw of the Town of Pilot Butte to adopt a Zoning Bylaw.

The Council of the Town of Pilot Butte, in the Province of Saskatchewan, in open meeting assembled enacts as follows:

- (1) Pursuant to Section 34(1) of *The Planning and Development Act, 2007* the Council of the Town of Pilot Butte hereby adopts the Town of Pilot Butte Zoning Bylaw, identified as Schedule "A" to this Bylaw.
- (2) The Mayor and Chief Administrative Officer are hereby authorized to sign and seal Schedule "A" which is attached to and forms part of this Bylaw.
- (3) Bylaw No. 10-2007, the Zoning Bylaw, and all amendments thereto, are hereby repealed.
- (4) This Bylaw shall come into force on the date of final approval by the Minister of Government Relations.

Read a First Time the 23 day of October, 2017  
Read a Second Time the 11 day of December, 2017  
Read a Third Time the 11 day of December, 2017  
Adoption of the Bylaw this 11 day of December, 2017

pa  
(Mayor)

[Signature]  
(Chief Administrative Officer)



Pursuant to clauses 37(1)(d) and 76(1)(b) of *The Planning and Development Act, 2007*, Bylaw No. 18-2017 is conditionally APPROVED subject to Council preparing and adopting amendments to:

- Prescribe development standards for potential hazard lands, including the flood plain of Pilot Butte Creek, and identify these areas on the zoning map in compliance with *The Statements of Provincial Interest Regulations, 2012*.

Within six months of the date of this decision.

[Signature]  
Assistant Deputy Minister  
Ministry of Government Relations

Date: Mar 7/2018

Pursuant to section 37(1)(c) and 39(1)(a) of *The Planning and Development Act, 2007*, **The Town of Pilot Butte Bylaw No. 18-2017** is hereby approved in part, except for the following ~~strikethrough~~:

clause 4.1(4)2 – ~~Non rectangular lots in new subdivisions are permitted at Council's discretion.~~

[Signature]  
Assistant Deputy Minister  
Ministry of Government Relations

Date: Mar 7/2018

# TABLE OF CONTENTS

<b>1</b>	<b>INTRODUCTION .....</b>	<b>6</b>
1.1	TITLE .....	6
1.2	PURPOSE .....	6
1.3	SCOPE .....	6
1.4	SEVERABILITY .....	6
1.5	INTERPRETATION .....	6
<b>2</b>	<b>DEFINITIONS .....</b>	<b>6</b>
<b>3</b>	<b>ADMINISTRATION.....</b>	<b>16</b>
3.1	DEVELOPMENT OFFICER .....	16
3.2	DEVELOPMENT PERMIT .....	16
3.3	APPLICATION FOR A DEVELOPMENT PERMIT .....	16
3.4	REVIEW OF APPLICATIONS.....	17
3.5	DECISION .....	17
3.6	REVOCATION OF DECISION .....	17
3.7	DEVELOPMENT APPEALS .....	17
3.8	ADVERTISING OF A DISCRETIONARY USE.....	18
3.9	APPLICATION FEES .....	18
3.10	ENFORCEMENT, OFFENCES AND PENALTIES .....	19
3.11	MINOR VARIANCES TO THE ZONING BYLAW .....	19
<b>4</b>	<b>GENERAL REGULATIONS.....</b>	<b>21</b>
4.1	ALL ZONING DISTRICTS .....	21
(1)	<i>Licenses, Permits, and Compliance with Other Bylaws .....</i>	<i>21</i>
(2)	<i>Existing Buildings.....</i>	<i>21</i>
(3)	<i>Building Lines.....</i>	<i>21</i>
(4)	<i>Frontage for Irregular Lots.....</i>	<i>21</i>
(5)	<i>Number of Principal Buildings On Lot.....</i>	<i>21</i>
(6)	<i>Building to be Moved.....</i>	<i>22</i>
(7)	<i>Demolition of Buildings.....</i>	<i>22</i>
(8)	<i>Grading and Levelling of a Site .....</i>	<i>22</i>
(9)	<i>Engineering Analysis Required .....</i>	<i>23</i>
(10)	<i>Exceptions to Building Height .....</i>	<i>23</i>
4.2	PROJECTIONS IN YARDS .....	23
(1)	<i>Residential Districts.....</i>	<i>23</i>
(2)	<i>Commercial and Industrial Districts .....</i>	<i>24</i>
(3)	<i>Residential/Commercial/Industrial Districts .....</i>	<i>25</i>
4.3	ACCESSORY USES, BUILDINGS, AND STRUCTURE .....	25
4.4	FENCES AND HEDGES.....	26
4.5	STORAGE .....	26
4.6	PUBLIC WORKS, UTILITIES, PIPELINES AND FACILITIES .....	26
<b>5</b>	<b>SPECIAL PROVISIONS.....</b>	<b>27</b>
5.1	CONSIDERATION OF REZONING AND DISCRETIONARY USES .....	27
5.2	BED AND BREAKFAST HOMESTAY .....	27
5.3	HOME BASED OCCUPATION .....	27
5.4	SERVICE STATIONS AND GAS BARS .....	28
5.5	RESIDENTIAL CARE HOMES .....	28
5.6	GARDEN SUITES.....	28
5.7	STREET OFF – PARKING .....	29
5.8	DWELLING GROUPS .....	29

<b>6</b>	<b>TOWER PROVISIONS.....</b>	<b>31</b>
6.1	GENERAL STANDARDS FOR TOWERS AS A DISCRETIONARY USE.....	31
<b>7</b>	<b>SIGNAGE REGULATIONS.....</b>	<b>31</b>
<b>8</b>	<b>ZONING DISTRICTS AND ZONING MAP .....</b>	<b>32</b>
8.1	CLASSIFICATION OF ZONING DISTRICTS .....	32
8.2	THE ZONING DISTRICT MAP .....	33
8.3	ZONING DISTRICT SCHEDULES .....	33
<b>9</b>	<b>ZONING DISTRICT SCHEDULES .....</b>	<b>34</b>
9.1 - R1	RESIDENTIAL LOW DENSITY DISTRICT .....	34
9.1.1	Purpose.....	34
9.1.2	Permitted Uses.....	34
9.1.3	Discretionary Uses .....	34
9.1.4	Site Requirements .....	34
9.1.5	Open Space.....	35
9.1A - R1A	RESIDENTIAL SINGLE DETACHED DWELLING DISTRICT .....	36
9.1A.1	Purpose.....	36
9.1A.2	Permitted Uses.....	36
9.1A.3	Discretionary Uses .....	36
9.1A.4	Site Requirements .....	36
9.1A.5	Open Space.....	36
9.2	R2 - RESIDENTIAL LARGE LOT DISTRICT.....	37
9.2.1	Purpose.....	37
9.2.2	Permitted Uses.....	37
9.2.3	Discretionary Uses .....	37
9.2.4	Site Requirements .....	37
9.2.5	Open Space.....	38
9.3	R3 - RESIDENTIAL MULTIPLE UNIT DWELLING DISTRICT.....	39
9.3.1	Purpose.....	39
9.3.2	Permitted Uses.....	39
9.3.3	Discretionary Uses .....	39
9.3.4	Site Requirements .....	39
9.3.5	Open Space.....	40
9.4	RMH - RESIDENTIAL MANUFACTURED / MOBILE HOME DISTRICT .....	41
9.4.1	Purpose.....	41
9.4.2	Permitted Uses.....	41
9.4.3	Discretionary Uses .....	41
9.4.4	Site Requirements .....	41
9.4.5	Open Space.....	41
9.5	C1 - CORE COMMERCIAL.....	42
9.5.1	Purpose.....	42
9.5.2	Permitted Uses.....	42
9.5.3	Discretionary Uses .....	42
9.5.4	Site Requirements .....	43
9.6	C2 - HIGHWAY COMMERCIAL.....	44
9.6.1	Purpose.....	44
9.6.2	Permitted Uses.....	44
9.6.3	Discretionary Uses .....	44
9.6.4	Site Requirements .....	45
9.7	C3 - COMMERCIAL HIGHWAY/INDUSTRIAL .....	46
9.7.1	Purpose.....	46
9.7.2	Permitted Uses.....	46
9.7.3	Discretionary Uses .....	46
9.7.4	Site Requirements .....	46



	9.7.5	<i>Open Space</i> .....	47
9.8		M - INDUSTRIAL .....	48
	9.8.1	<i>Purpose</i> .....	48
	9.8.2	<i>Permitted Uses</i> .....	48
	9.8.3	<i>Discretionary Uses</i> .....	48
	9.8.4	<i>Regulations</i> .....	48
	9.8.5	<i>Open Space</i> .....	49
9.9		CS - COMMUNITY SERVICE .....	50
	9.9.1	<i>Purpose</i> .....	50
	9.9.2	<i>Permitted Uses</i> .....	50
	9.9.3	<i>Discretionary Uses</i> .....	50
	9.9.4	<i>Site Requirements</i> .....	50
	9.9.5	<i>Open Space</i> .....	50
9.10		UH - URBAN HOLDING .....	51
	9.10.1	<i>Purpose</i> .....	51
	9.10.2	<i>Permitted Uses</i> .....	51
	9.10.3	<i>Discretionary Uses</i> .....	51
	9.10.4	<i>Site Requirements</i> .....	51
9.11		CZ - CONTRACT ZONING .....	52
9.12		CONCEPT PLAN .....	53

APPENDIX A – Contract Zones

APPENDIX B – Zoning Map

APPENDIX C – Holding Zone Map

## 1 INTRODUCTION

Under the authority granted by *The Planning and Development Act, 2007*, the Council of the Town of Pilot Butte, in the Province of Saskatchewan, in open meeting hereby enacts as follows:

### 1.1 Title

This bylaw shall be known and may be cited as the "Zoning Bylaw" of the Town of Pilot Butte.

### 1.2 Purpose

The purpose of this Bylaw is to implement the policies in the Official Community Plan and to regulate land use.

### 1.3 Scope

Development shall hereafter be permitted within the limits of the Town of Pilot Butte only when in conformity with the provisions of this bylaw.

### 1.4 Severability

If any section, clause, or provision of this bylaw, including anything shown on the Zoning Map, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the bylaw as a whole or any part thereof, other than the section, clause or provision, including anything shown on the Zoning Map, so declared to be invalid.

### 1.5 Interpretation

For the purpose of this Bylaw, words used in the present tense include the future, words used in the singular number include the plural, and words used in the plural include the singular number. The words **shall**, **must** or **will** identify a mandatory action or decision, as the case may be. The words **should** or **may** identify a voluntary action or decision, as the case may be. Whether actions or decisions are mandatory or voluntary, the Council may include prerequisites or conditions which must be fulfilled before that action or decision may be taken. The words **used** and **occupied** shall include the words **intended** or **arranged** or **designed** to be used or occupied.

## 2 DEFINITIONS

Wherever in this bylaw the following words or terms are used, they shall, unless the context otherwise provides, be held to have the following meaning:

**Abut/Adjoin** – To physically touch or border, or share all or part of a common site line.

**Accessory Building or Use** – a building or use customarily incidental and subordinate to the principal use or building and located on the same lot with such principal use or building, but does not include a building or structure used for human habitation.

**Act** – The Planning and Development Act, 2007.

**Alteration** - any structural change or addition made to any building.

**Annexation** – the formal process through which land in one jurisdiction is transferred to the jurisdiction of another municipality.

**Aquifer** – a confined or unconfined, subterranean body of water.

**Attached** – structurally attached to the principal use or building on a Lot.

**Basement** – is the underground portion of a building that is between two floor levels with not more than one half its height from finished floor to finished ceiling above the finished grade.

**Bed and Breakfast Homestay** – an owner occupied dwelling unit where short-term (up to a maximum of 6 weeks) lodging rooms and meals are provided.

**Buffer** – land, structure, development or a form of development that separates and reduces the impact of incompatible land uses. It may include a lane screening or landscaping.

**Building** – a structure used or intended to be used for the shelter or accommodation of persons, animals, goods, chattels or equipment, having a roof which is supported by columns or walls and including tents and other temporary structures.

**Building Accessory** - a subordinate detached building which is accessory to a principal building or principal use and located on the same lot, the purpose of which is to provide better and more convenient enjoyment of the principal building or principal use.

**Building Bylaw** - a bylaw which regulates the erection, alteration, repair, occupancy, or maintenance of building and structure.

**Building Height** - the vertical distance of a building measured from finished grade level to the highest point of the roof. Note exceptions in Section 4.1.10.

**Building Line, Established** - the average distance from the street line to the main wall of existing buildings on any side of any block where more than half the frontage has been built.

**Building Permit** - a permit issued by the Council of the Town of Pilot Butte or its designate that authorizes the erection, placement, alteration, repair, construction, renovation or reconstruction for all or part of a building or structure, but does not include the development permit requirements.

**Building Principal** – a building where the main or primary use of the lot is conducted.

**Campground** – an area of land managed as a unit that provides short term accommodation for tents, tent trailers, recreational vehicles and campers.

**Carport** – an open-sided vehicle shelter that stands alone or by a roof extension forms part of the principal building on the same lot.

**Commercial Entertainment Establishment** – a building or part of a building used for the commercial operation of social, cultural or recreational activities.

**Community Centre** - a facility owned and/or operated by the municipality or a non-profit organization for meetings, recreational activities and similar uses and open to the general public.

**Concept Plan** – as defined in Section 44 of the Act.

**Convenience Store** – a store offering for sale primarily groceries, but may include a fast food outlet.

**Council** - the Council of the Town of Pilot Butte.

**Day Care Centre** - a licensed facility, which provides for the non parental care of pre-school age children, and includes, but is not limited to:

- (a) a child care centre or day care centre which is required to be licensed by the Province of Saskatchewan pursuant to *The Child Care Act*; or
- (b) a nursery school for pre-school children.

**Day Care Home** – private residence where care, protection and supervision are provided:

- a) On a regular basis of at least twice a week.
- b) To not more than 8 children including the children of the adult operation.
- c) For more than two hours a day for any one child.

**Dedicated Lands** – lands dedicated in the name of the Town as buffer strips, environmental reserve, municipal reserve, public reserve, and walkways.

**Density** – is the number of dwelling units an acre permitted on a site expressed in units per acre or hectare.

**Detached** – structurally detached from the principal residence and any other accessory building.

**Development** – the carrying out of any building, engineering, mining or other operations, in, on, or over land, or the making of any material change in the use or intensity of use of a building or land.

**Development Appeals Board** – a body appointed by Council in compliance with the Act that is responsible for hearing appeals as authorized by the Act.

**Development Officer** - the officer of the Town of Pilot Butte appointed pursuant to a zoning bylaw to administer this bylaw.

**Development Permit** - a permit, issued by the Council of the Town of Pilot Butte or the Development Officer, as the case may be, that authorizes development but does not include a building permit.

**Discretionary Use** - a use or form of development that may be allowed in a zoning district following application to, and approval of the Council, and which complies with the development standards, as may be required by Council, and other relevant regulations contained in this bylaw.

**Dwelling:** Shall mean a building used or intended for residential occupancy, and may include a

Modular Dwelling or a Ready-to-Move Dwelling, but excluding a Manufactured Dwelling or Mobile Home Dwelling, as herein defined.

**Dwelling, Garden Suite:** Shall mean a self-contained dwelling unit that is located in the rear yard or side yard of a site in which the principal use is a single detached dwelling, and to which the suite is an accessory use.

**Dwelling Group:** Shall mean a group of two or more detached one unit dwellings, two unit dwellings or multiple unit dwellings or combinations thereof occupying the same site.

**Dwelling, Manufactured / Mobile Home:** Shall mean a dwelling that conforms to *Canadian Standards Association, Construction Standard No.Z240.2.1-1979* and amendments thereto.

**Dwelling, Modular:** Shall mean a dwelling which is constructed of pre-fabricated parts, unit modules and/or finished sections built in a factory, conforming to CSA Standard A277, and which are transported to the site for assembly on an approved foundation which complies with the requirements of the National Building Code of Canada.

**Dwelling, Multiple Unit:** Shall mean a building divided into three or more dwelling units as herein defined and shall include town or row houses and apartment dwellings but not hotels or motels.

**Dwelling, Multiple Unit Apartment:** Shall mean a building divided into three or more dwelling units as herein defined, each of which is occupied or intended to be occupied as a permanent home or residence and is accessed from the outside, a common indoor area, or both, but not including hotels, motels or townhouses.

**Dwelling, Multiple Unit Townhouse:** Shall mean a multiple-unit dwelling in which each unit has its own entrance to the outside and each unit is separated from other units by a common wall or ceiling which has no openings.

**Dwelling, Ready-to-Move (RTM):** Shall mean a ready-to-move one unit dwelling which is built to completion off-site using conventional lumber and building practices according to the current National Building Code of Canada, and which is transported to the site as a complete unit for placement on a fixed approved foundation which complies with the requirements of the National Building Code of Canada.

**Dwelling, Secondary Suite:** Shall mean a self-contained dwelling unit that is an accessory use to, and located within, a building in which the principal use is a single detached dwelling.

**Dwelling, Semi-Detached:** Shall mean a dwelling on its own site, with a common wall dividing the two dwelling units through at least 30% of the depth of the entire structure, measured from the front to the rear building lines

**Dwelling, Single Detached:** Shall mean a detached building consisting of one dwelling unit as herein defined, but shall not include a manufactured / mobile home as herein defined.

**Dwelling, Two-Unit:** Shall mean a building divided into two separate dwelling units on the same site but not including single detached dwellings which contain a secondary suite as defined herein.

**Dwelling Unit:** Shall mean a separate set of living quarters, whether occupied or not, usually containing sleeping facilities, sanitary facilities and a kitchen or kitchen components. For the purposes of this definition, "kitchen components" include, but are not limited to, cabinets, refrigerators, sinks, stoves, ovens, microwave ovens or other cooking appliances.

**Family Child Care Home** - a child care facility located in a building where the principal use is a dwelling unit, and which is licensed by the Province of Saskatchewan pursuant to *The Child Care Act*.

**Fast Food Outlet** – a building or portion of a building in which food is cooked or prepared and sold for off-site consumption.

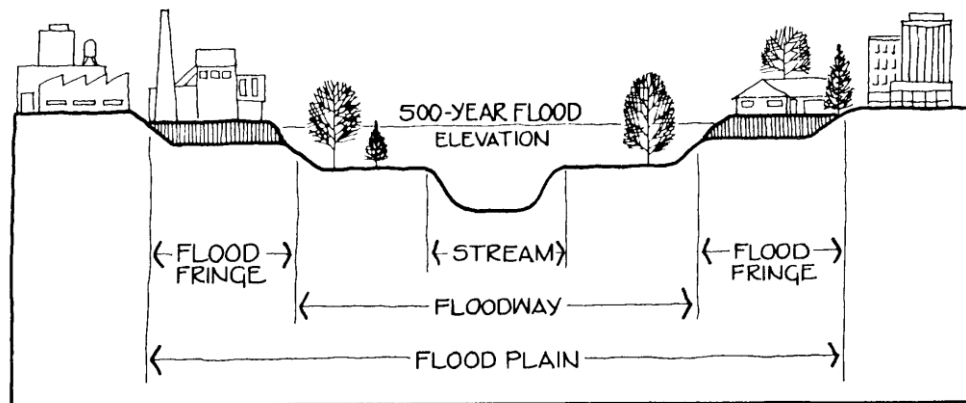
**Flood** - A temporary rise in the water level that results in the flood of an area not normally covered by water.

**Flood Plain** - The area adjoining the channel of a stream or body of water that would be inundated by the 1:500 year flood. (see next page for diagram)

**Floodway** - A body of water or the water way channel including adjoining land that carries most of a 1:500 year flood flow discharge or contain flow of a hydraulic velocity to prohibit structural development.

**Flood / Floodway Fringe** - The part of the flood plain outside the floodway that could be covered by water.

**TYPICAL FLOOD PLAIN CROSS SECTION**



**Flood Design** - 1:500 year flood or a recorded flood equal to or in excess of a 1:500 year flood.

**Floor Area** - the maximum habitable area contained within the outside walls of a building, excluding in the case of a dwelling, any private garage, porch, veranda, sunroom, unfinished attic or unfinished basement.

**Garden Suite** – a fully detached or attached, movable, dwelling unit which is accessory to a single detached dwelling and is dependent on it for all services, including but not limited to sewer, water, electrical, telephone and cable television connections. The unit must be self-contained and placed in the rear or side yard of the main dwelling. Temporary foundations may be permitted.

**Garage, Private** - a building or part of a building used or intended to be used for the storage of personal motor vehicles and having a capacity for not more than three motor vehicles for each dwelling unit to which the garage is accessory and may include a carport.

**Garage, Public** - a building or part of a building other than a private garage used for the storage, care, repair, servicing or equipping of motor vehicles or where such vehicles are kept for remuneration, hire, sale or display.

**Gas Bar** – a building or part of a building used for the retail sale of gasoline, lubricants, other motor vehicle products and may include the sale of fast foods, dry goods and groceries as an accessory use.

**Grade, Finished** - an average of the finished surface of the ground adjacent to the exterior walls of the building or structure.

**Gross Floor Area** - the total floor area in a principal building or structure measured between the exterior faces of the exterior walls of the building or structure at the level of each story below, at and above grade, excluding attics, balconies, boiler rooms, electrical or mechanical rooms, and basement areas used exclusively for parking or storage.

**Home Based Occupation** - an occupation, trade, profession or craft customarily conducted entirely within a residential building or conforming accessory building and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the residential use of the dwelling and does not change the character thereof.

**Hotel** – a facility offering transient lodging accommodations on a daily rate to the general public and providing additional services, such as restaurants, meeting rooms and recreational facilities.

**Industrial Use** – a development that involves a chemical or physical process that turns raw products into finished or semi-finished items, warehouses and bulk storage, outdoor storage, truck parking and loading facilities on large lots.

**Institutional Use** – a development operated for a non-profit or corporate group where the principal use or activity is the promotion of religious, cultural, educational, social, medical and humanitarian service (clubs, halls, religious institution) but not a public utility use.

**Landscaping** – the addition of lawns, trees, plants and other natural and man-made features that enhance or make a site safe, functional, decorative, aesthetic or satisfying.

**Lane** - a secondary public thoroughfare intended primarily to give access to the rear or side of the abutting property.

**Licensed Dining Room or Restaurant** - a dining room in a hotel or motel, or a restaurant for

which a license is required or has been obtained from the Saskatchewan Liquor and Gaming Authority (SLGA), enabling it to sell beer, wine or spirits by the glass to persons of legal age or older when consuming a meal.

**Licensed Facility** - a facility licensed by the SLGA to sell alcoholic beverages for consumption on or off site.

**Liquor Vendor** – premises operated by a person who is licensed by the Saskatchewan Liquor and Gaming Corporation to sell beer, wine or spirits for consumption off-sale.

**Loading/Unloading Zone** – an off-street space or facility including ramps or docks that may be attached to a commercial and/or industrial building for loading and unloading of goods.

**Lot Line - Front** - the boundary that divides the lot from the street, in the case of a corner lot, the front lot line shall mean the boundary separating the narrowest street frontage of the lot.

**Lot Line - Rear** - the boundary at the rear of the lot and opposite the front lot line.

**Lot Line - Side** - a lot boundary other than a front or rear lot line.

**Lounge** – a building or part of a building which features commercial entertainment including music and dancing by patrons. Food and beverages including alcoholic beverage may be provided to the patrons.

**Minister** - the member of the Executive Council to whom, for the time being, is assigned the administration of *The Planning and Development Act, 2007*.

**Motel** - buildings or structures or parts thereof, used or advertised as a place where sleeping accommodations are provided and may include accessory uses.

**Municipality** – an urban, rural, northern, or other municipal corporation.

**Non-Conforming Building** - a building:

- a) that is lawfully constructed or lawfully under construction, or in respect to which all required permits have been issued, on the date that this bylaw or any amendment to the bylaw affecting the building or land on which the building is situated or will be situated, becomes effective, and
- b) that on the date this or any amendment hereto becomes effective does not or when constructed will not comply with this bylaw.

**Non-Conforming Use** - a lawful specific use:

- a) being made of land or a building or intended to be made of a building lawfully under construction, or in respect to which all required permits have been issued, on the date this bylaw or any amendment hereto becomes effective, and
- b) that on the date this bylaw or any amendment hereto becomes effective does not, or in the case of a building under construction or in respect of which all required permits have been issued, will not comply with this bylaw.



**Offices and Office Buildings** – a building or part of a building used primarily for conducting the affairs of a business, profession, service, industry, or government in which no goods or commodities are of business or trade are stored, transhipped, sold or processed.

**Parking Lot** – open space other than a street for temporary vehicle parking and available for the public, clients, employees or customers.

**Parking Space** – a space, located in a building or parking lot of no less than 2.7 meters or (9') in width, for the storage of one vehicle.

**Personal Service Establishment** - a development used for the provision of personal services to an individual which are related to the care and appearance of the body, or the cleaning and repair of personal effects including, but not limited to barbershops, hairdresser, beauty salons, tanning salons, tailors, dressmakers, shoe repair shops.

**Place of Worship:** a place used for worship and related religious, philanthropic or social activities and includes accessory rectories, manses, meeting rooms and other buildings. Typical uses include churches, chapels, mosques, temples, synagogues and parish halls.

**Private Club** – a building or part of a building used exclusively by the members and guests of a Club for social, recreational or athletic activities.

**Public Utility** – a system, works, plant, equipment or service, whether owned or operated by or for the municipality, or by a corporation under agreement with the municipality, or under a Federal or Provincial statute, which furnishes any of the following services and facilities to the residents of the municipality:

- a) systems for the production, distribution or transmission of electricity;
- b) systems for the distribution, storage, or transmission of natural gas or oil;
- c) facilities for the storage, transmission, treatment, distribution or supply of water;
- d) facilities for the collection, treatment, movement or disposal of sewage and garbage;
- e) telephone or light distribution lines;
- f) microwave tower communication facilities
- g) facilities for optical cable, or cable television services.

**Public Works** – all municipal assets of the Town of Pilot Butte.

**Repair Shop** – an establishment engaged in the provision of maintenance or repair of goods or equipment but excluding the areas of automotive, building and specialized trade, construction, major appliances and farm machinery.

**Residential Care Home:** a licensed or approved group care home governed by Provincial regulations that provides, in a residential setting, 24 hour care of persons in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual.

**Restaurant** – a building where food and non-alcoholic beverages are offered for public sale to be consumed at tables or counters either inside or outside of the building on the lot.

**Retail Store** – an establishment where goods, wares, merchandise, substances, articles or things are offered or kept for retail sale, including storage of limited quantities of such goods, wares, merchandise, substances, articles or things sufficient to service such store.

**Rooming House** – a building containing rooms rented as sleeping and living accommodations but without cooking facilities and with or without an individual bathroom.

**Screening** – the use of plantings, walls, fences and other structures to visually shield, block or obscure one development from another, or the public.

**Secondary Suite:** - a self-contained dwelling unit with a prescribed floor area located in the property owners primary dwelling of only residential occupancy, and is dependent on the primary dwelling for services including, but not limited to, sewer, water, electrical, telephone and cable television connections. The secondary suite must be self contained.

**Setback** – the distance between two points where certain types of structures or developments cannot occur.

**Service Station** - a building which may be either a principal use on a lot or which is an accessory use in a clearly defined space on a lot within which gasoline or other motor fuels are kept for sale and delivery directly into a motor vehicle and may include the sale of fast foods, dry goods and groceries as an accessory use. Where the service station is a principal use on the lot, it may also include the servicing and repairing of motor vehicles.

**Shopping Centre** – a group of retail businesses and or offices on a single building site that provides off street parking and other joint use facilities.

**Sight Triangle** - the area contained in the triangle formed by the corner property lines and a straight line drawn from a point 7.5 metres (24.61 feet.) from the corner property pin to a similar point 7.5 metres (24.61 feet.) along the perpendicular or intersecting property line.

**Sign** - any device, letter, figure, symbol, emblem or picture, which is affixed to or represented directly or indirectly upon a building, structure or a piece of land and which identifies or advertises any object, product, place, activity, person, organization, or business in such a way as to be visible to the public on any street or thoroughfare.

**Site** – one or more contiguous surface parcels as defined under *The Land Titles Act, 2000*, and used as a unit for the purpose of regulation under this bylaw.

**Street** – all or part of a culvert, drain, road allowance, public highway, road, lane, bridge, place, alley, square, thoroughfare or way owned by the Provincial Crown and intended for or used by the general public for the passage for vehicles or pedestrians.

**Structural Alteration** – the construction or reconstruction of the supporting elements of a building.

**Structure** - anything that is built, constructed or erected, located on the ground, or attached to something located on or in the ground but does not include sidewalks, pavement, curbs or open ground surface area.

**Structure, Temporary** - anything that is built, constructed or erected, located on the ground or attached to something located on the ground but that may be relocated or moved and is not of a permanent nature.

**Subdivision Application** – a subdivision application form (as attached) must be submitted to the Town for every proposed subdivision along with the applicable fees, which will be reviewed by the Planning Committee prior to being forwarded to Council to ensure application meets Zoning Bylaw Regulations.

**Theatre** – a building or structure for the performing arts or the showing of motion pictures.

**Tower** – a structure used for transmission or reception of radio, television, telecommunications or the transmission of mechanical or electrical energy for industrial, commercial, private or public use.

**Trailer Coach** - any vehicle used or constructed in such a way as to enable it to be used as a conveyance upon public streets or highways and includes a self-propelled or non-self-propelled vehicle designed, constructed or reconstructed in such a manner as will permit the occupancy thereof as a dwelling or sleeping place for one or more persons notwithstanding that its running gear is removed or that it is jacked up.

**Truck or Car Wash** – a building or part of a building for washing cars or trucks.

**Warehousing** – establishments engaged in the indoor or outdoor storage of goods.

**Yard** - any part of a lot unoccupied and unobstructed by any principal building or structure permitted in this bylaw.

**Yard, Front** - a yard extending across the full width of a lot between the front lot line and the nearest main wall of the principal building or structure on the lot.

**Yard, Rear** - a yard extending across the full width of the lot between the rear lot line and the nearest main wall of the principal building or structure on the lot.

**Yard, Side** - a yard extending from the front yard to the rear yard between the side lot line and nearest main wall of the principal building or structure on the lot.

**Zone** – a geographical area that has a defined purpose where specific permitted and discretionary uses are allowed.

### 3 ADMINISTRATION

#### 3.1 Development Officer

The officer of the Town of Pilot Butte appointed pursuant to a zoning bylaw to administer this bylaw as per the *Municipalities Act*.

#### 3.2 Development Permit

- (1) Except as provided in Section 3.2 (2) no person shall undertake a development or commence a use unless a development permit has first been obtained. A development permit cannot be issued in contravention of any of the provisions of this bylaw.
- (2) A development permit is not required for the following, but all other applicable provisions of this bylaw shall be followed in addition to obtaining a building permit where required:
  - (a) Public utilities: any operation for the purposes of inspecting, repairing, installing or renewing sewage systems, water mains, cables, towers, pipes, wires, tracks or similar public works as required by a public utility, and the installation of service connections to property in the Municipality.
  - (b) maintenance and repairs that do not include structural alterations;
  - (c) the installation of fences 1.8 metres (6 feet) in height or under. In addition, fences cannot impede the sight line triangles at intersecting streets.
  - (d) accessory buildings or structures 9.3 square metres (100 square feet) or less in area and 2.5 metres (8 feet) or less in height.
  - (e) provided the natural or designed drainage pattern of the site and adjacent sites are not adversely impacted. Drainage is subject to the approval of Saskatchewan Watershed Authority.
- (3) A **building permit** shall not be issued unless a development permit, where required, has also been issued.
- (4) If the development or use authorized by a development permit is not commenced within one year from the date of its issue, the permit is deemed void unless an extension to the period has first been granted. An extension of up to a maximum of one year may be granted by the local authority. The total time allowed for any or all such extensions shall be no more than one additional year.

#### 3.3 Application for a Development Permit

- (1) The application for a development permit shall be made to the Development Officer, in a form as approved by a resolution of Council. The application shall be accompanied by two copies of a lot or building plan showing dimensions and locations of existing and proposed buildings and structures as well as lot lines. Where no new construction is proposed the applicant shall supply a written description of the proposed development in place of such plans.
- (2) Where the application is for a **Discretionary Use** the applicant shall also provide a written description of the proposed development, describing the intended use and operations, structures to be located on the lot, required municipal services, and any other information that Council determines is necessary to fully review the proposed development.

### 3.4 Review of Applications

- (1) The Development Officer or designate is responsible for reviewing all applications to ensure that the proposed development complies with all applicable regulations and provisions of this bylaw and the policies contained in the Official Community Plan.
- (2) Where the application is for a discretionary use, the Development Officer shall submit the application, along with all other relevant material to Council.

### 3.5 Decision

- (1) The decision on all applications shall be made in writing to the applicant, in a form as approved by a resolution of Council.
- (2) Where the application is for a PERMITTED USE the Development Officer shall, upon completion of the review:
  - (a) issue a development permit where the application conforms to all provisions of this bylaw; or
  - (b) issue the development permit specifying any special regulations or standards to which the development or use must comply, where the class of development or use is subject to special regulations, performance standards or development standards that are specified in this bylaw; or
  - (c) refuse the application where the provisions of this bylaw are not met, indicating to the applicant the reason for the refusal.
- (3) Where the application is for a **Discretionary Use** the Council shall pass a resolution instructing the Development Officer to either:
  - (a) issue a development permit incorporating any special development standards or conditions prescribed by Council in accordance with the provisions of this bylaw; or
  - (b) refuse the application, indicating the reasons for the refusal.

### 3.6 Revocation of Decision

Where an approved development is not being developed in accordance with the provisions of this bylaw, or with the standards and conditions specified in the development permit, Council or the Development Officer may revoke or suspend the development permit and may also use the provisions of Section 242 of the Act regarding the improper development. The development permit shall not be reissued or reinstated until all deficiencies have been corrected.

### 3.7 Development Appeals

- (1) A Development Appeals Board of the Town of Pilot Butte is appointed in accordance with Part XI, Division 1 of *The Planning and Development Act, 2007*.
- (2) Where an application for a PERMITTED USE has been REFUSED, the applicant shall be advised of the right of appeal to the Development Appeals Board of the Town of Pilot Butte.

- (3) Where an application for a DISCRETIONARY USE has been APPROVED by Council, WITH PRESCRIBED DEVELOPMENT STANDARDS pursuant to this bylaw, the applicant shall be advised that any development standards considered excessive, may be appealed to the Development Appeals Board of the Town of Pilot Butte.
- (4) An application for a development permit for a PERMITTED USE shall be deemed to be refused when a decision thereon is not made within 40 days after the receipt of the application in its complete and final form by the Development Officer, and an appeal may be made as provided in Section 3.7(2) as though the application had been refused at the end of the period specified in this subsection.
- (5) An application for a minor variance may be appealed to the Development Appeals Board of the Town of Pilot Butte in accordance with Sections 3.11(12) and (13).
- (6) A fee as approved by a resolution of Council shall be paid where an appeal is made to the Development Appeals Board.

### **3.8 Advertising of A Discretionary Use**

Prior to making a decision on a discretionary use application, Council shall provide notice to the public in the following manner:

- (1) In the case of a discretionary use application in any residential district, by providing written notice to assessed owners of property having a common boundary with the applicant's land that is the subject of the application, and providing notice in one issue of a newspaper published or circulated in the Town of Pilot Butte.
- (2) In the case of a discretionary use application in any other zoning district, by providing notice in one issue of a newspaper published or circulated in the Town of Pilot Butte. And also revert to the procedure in Section 1 above when the subject Lot in that non-residential District adjoins a residential Zoning District.

### **3.9 Application Fees**

The following fees shall apply for processing applications:

- (1) *Amendment of the Official Community Plan or Zoning Bylaw* - Where a person requests Council to amend either or both the Official Community Plan or the Zoning Bylaw, that person shall pay to the municipality a fee equal to the costs associated with the public advertisement of the proposed amendment, administering the approval process, and regulating the development.
- (2) *Discretionary Uses* – As a condition of issuing a Permit for an approved Discretionary Use, the applicant shall pay to the municipality a fee equal to the costs associated with providing notice to the public, administering the approval process, and regulating the development.
- (3) *Minor Variance* - the applicant shall pay to the municipality a fee equal to the costs associated with providing notice to the public, administering the approval process, and regulating the development.

### **3.10 Enforcement, Offences and Penalties**

(1) In accordance with *The Planning and Development Act, 2007* the Development Officer may, at a reasonable time, and with the consent of the owner, operator, or occupant, enter any land, building, or premises for the purposes of inspection where the Development Officer has reasonable grounds to believe that any development or form of development on or in the land, building or premises contravenes any provision of the zoning bylaw. Any steps to enforce the provisions of the zoning bylaw shall be followed as set out in *The Planning and Development Act, 2007*.

(2) Any person who violates this bylaw is guilty of an offence and liable on summary conviction to the penalties set forth in *The Planning and Development Act, 2007*.

### **3.11 Minor Variances to the Zoning Bylaw**

- (1) An application may be made to the Development Officer for a minor variance (Section 60 of *The Planning and Development Act 2007*) to the zoning bylaw in a form as prescribed by the Development Officer.
- (2) The Development Officer shall maintain a register as an appendix to the zoning bylaw of all minor variance applications.
- (3) The Development Officer may vary the requirements of the zoning bylaw subject to the following conditions:
  - (a) a minor variance may be granted for variation only of:
    - (i) the minimum required distance of a building from the lot line; and
    - (ii) the minimum required distance of a building to any other building on the lot;
  - (b) the maximum amount of minor variance shall not exceed a 10% variation of the bylaw requirements of the zoning bylaw;
  - (c) the development shall conform to the zoning bylaw with respect to the use of land;
  - (d) the relaxation of the zoning bylaw shall not injuriously affect neighbouring properties;
  - (e) no minor variance shall be granted for a discretionary form of development, or in connection with an agreement on rezoning entered into pursuant to Section 82 of *The Planning and Development Act, 2007*.
- (4) An application for a minor variance shall be in a form prescribed by the Development Officer.
- (5) On receipt of an application for a minor variance, the Development Officer may:
  - (a) approve the minor variance;
  - (b) approve the minor variance and impose terms and conditions on the approval; or
  - refuse the minor variance.
- (6) Where the Development Officer imposes terms and conditions on an approval pursuant to subsection (5), the terms and conditions shall be consistent with:
  - (a) minimizing adverse impacts on neighbouring properties;
  - (b) providing adequate separation between buildings for safety reasons; and
  - (c) avoiding encroachment into adjoining property.

- (7) Where an application for a minor variance is refused, the Development Officer shall notify the applicant in writing of the refusal and provide reasons for the refusal.
- (8) Where an application for a minor variance is approved, with or without terms and conditions being imposed, the Development Officer shall provide written notice to the applicant and to the assessed owners of property having a common boundary with the applicant's land that is the subject of the application.
- (9) The written notice required pursuant to subsection (8) shall:
  - (a) contain a summary of the application for minor variance;
  - (b) provide a reason for and an effective date of the decision;
  - (c) indicate that an adjoining assessed owner may within 20 days, lodge a written objection with the Development Officer; and
  - (d) where there is an objection described in clause (c), advise that the applicant will be notified of the right of appeal to the Development Appeals Board.
- (10) The written notice required pursuant to subsection (8) shall be delivered:
  - (a) by registered mail; or
  - (b) by personal service.
- (11) A decision approving a minor variance, with or without terms and conditions, does not take effect:
  - (a) in the case of a notice sent by registered mail, until 23 days from the date the notice was mailed;
  - (b) in the case of a notice that is delivered by personal service, until 20 days from the date the notice was served.
- (12) If an assessed owner of property having a common boundary with the applicant's land that is the subject of the application objects, in writing, to the municipality respecting the approval of the minor variance within the time period prescribed in subsection (9), the approval is deemed to be revoked and the Development Officer shall notify the applicant in writing:
  - (a) of the revocation of the approval; and
  - (b) of the applicant's right to appeal the revocation to the Development Appeals Board within 30 days of receiving the notice.
- (13) If an application for a minor variance is refused or approved with terms and conditions, the applicant may appeal to the Development Appeals Board within 30 days of the date of that decision.

### **3.12 Use of the Holding Symbol “H”**

Subject to the policies of the Official Community Plan, the Holding Symbol “H” may be used in conjunction with any zoning district to identify future use of land. The zoning regulations for the underlying zoning district shall apply upon the removal of the Holding Symbol “H”. The permitted uses shall be those existing on the land at the time the “H” symbol is applied. Lands with an “H” designation, shall be identified in Appendix C of this Bylaw.



## **4 GENERAL REGULATIONS**

### **4.1 All Zoning Districts**

The following regulations shall apply to all zoning districts in this bylaw:

#### **(1) Licenses, Permits, and Compliance with Other Bylaws**

- a) Nothing in this bylaw shall exempt any person from complying with the requirements of a building bylaw or any other bylaw in force within the Town of Pilot Butte or from obtaining any license, permission, permit, authority or approval required by this or any other bylaw of the Town of Pilot Butte. Where provisions in this bylaw conflict with those of any other municipal or provincial requirements, the higher or more stringent regulations shall prevail.
- b) Subdivision Application Permit in a form as approved by a resolution of Council.

#### **(2) Existing Buildings**

Where a Principal or Accessory building has been erected on or before the effective date of this bylaw on a lot having less than the minimum frontage or area, or having less than the minimum set-back or side yard or rear yard required by this bylaw, the building may be enlarged, reconstructed, repaired or renovated provided that:

- (1) the enlargement, reconstruction, repair or renovation does not further reduce the front yard or side yard or rear yard that does not conform to this bylaw;
- (2) all other applicable provisions of this bylaw are satisfied; and
- (3) such changes must be approved by the Development Officer responsible for the administration of this bylaw.

#### **(3) Building Lines**

Where a front building line in any district has been established by existing buildings in a block, and is less than the specified front yard requirement, new construction may conform to the established building line provided that Council, by resolution or bylaw, permits conformation to the established building line.

#### **(4) Frontage for Irregular Lots**

1. Where a site frontage is along a cul-de-sac, curve or is irregular, the minimum site frontage shall be 11 metres, unless otherwise stated within the applicable zoning district schedule.
2. Non-rectangular lots in new subdivisions are permitted at Council's discretion.

#### **(5) Number of Principal Buildings On Lot**

No more than one principal building shall be placed on a lot. Exceptions to this requirement are schools, hospitals, curling and skating rinks, recreation centres, nursing and senior citizen homes, and multiple unit dwellings.

#### **(6) Building to be Moved**

No building, residential or otherwise, shall be moved within or into the area covered by this bylaw without obtaining a development permit from the Development Officer unless such building is specifically exempted by this bylaw. Exemptions are listed under "Development Not Requiring A Permit" of this Bylaw.

#### **(7) Demolition of Buildings**

No building, residential or otherwise, shall be demolished within the area covered by this bylaw without obtaining a demolition permit from the Development Officer.

#### **(8) Grading and Levelling of a Site**

Any site proposed for development shall be graded and levelled at the owner's expense to provide for adequate surface drainage, which does not adversely affect adjacent property, in accordance with the requirements of the Town of Pilot Butte.

The Developer shall submit to the Town an overall grading plan for the Subdivision Area. The information shall include:

- a) street centerline and ditch elevations;
- b) the finished landscaped elevation at the building setback;
- c) the finished landscaped elevation at the property line for each lot;
- d) invert of sewer connection at the front property line for each lot;
- e) elevations for special drainage features;
- f) drainage direction arrows.

In general, the lot gradients shall be such that the minimum slope in the front yard from the dwelling unit to the shoulder of finished street shall not be less than two percent (2%), preferably at five percent (5%). The minimum slope from the dwelling to the rear property line shall be one percent (1%) to the lowest corner of the lot. In cases where the back yard slope is towards the house, the minimum slope shall be two percent (2%) with provisions to keep run-off at least one and two tenths (1.2) metres away from the house. Rear to front drainage shall be conducted along both sides of the house to the front street.

In general, the surface gradient away from a dwelling unit, on all sides, shall be two percent (2%) to a distance of at least one and two tenths (1.2) metres. On at least one side of the dwelling the surface gradient, from the (1.2) metre distance, shall be at least one percent (1%) and shall continue to the edge of the lot.

A "walk-out" style of house shall have a minimum front to rear surface elevation differential of (2.4) metres.

The lot grading and landscaping shall be the responsibility of the individual property owner who must comply with the elevations as shown on the overall approved plan.

Roof drainage shall be directed via downspouts away from the house toward the

street or rear of the lot.

#### **(9) Engineering Analysis Required**

If a proposed development is to be located on a lot or lots that may be subject to flooding, earth movement or instability, or is otherwise unsuitable for development or hazardous for the proposed use, Council may require that, as a condition of the issuance of the development permit, a geotechnical or drainage report be completed and approved by a Registered Engineer in the Province of Saskatchewan. The report must outline the suitability of the lot or lots for development and any remedial measures that may be required to ensure that the natural resource base is not irreparably altered. Remedial measures may be specified as conditions to the issuance of a development permit.

#### **(10) Exceptions to Building Height**

- a. The height limitations of this Bylaw shall not apply to the following:
  - i. Scenery lofts not exceeding 3m in height in theatres;
  - ii. Chimneys;
  - iii. Church spires, belfries and cupolas;
  - iv. Monuments;
  - v. Mechanical penthouses and necessary mechanical appurtenances, provided they are erected only to such heights as is necessary, and provided they do not cover more than 10% of the gross roof area upon which they are located.
- b. In districts where the limitation on the height of buildings is less than 23 metres, public buildings, hospitals and schools may be erected to a height not exceeding 23 metres. If such public buildings etc. are to be located in a residential district, a greater side yard must be provided so that each required side yard which directly adjoins a dwelling without an intervening street or lane shall be 6m wide plus one additional metre for each metre by which the proposed building exceeds the height limit of the district.

### **4.2 Projections in Yards**

#### **(1) Residential Districts:**

The following projections in yards may be permitted subject to the setback requirements of the National Building Code:

##### **(1) Front Yards**

The following features may project into a required front yard:

- (a) cantilevered construction for bay windows, bow windows, chimney chases, bookcases, built in cabinets, gutters, window sills, canopies, eaves, fire escapes to a maximum projection of 0.61 metres (2 feet);
- (b) unenclosed decks no higher than 0.61 metres (2 feet) above the finished grade, cantilevered balconies, porches and steps to a maximum projection of 2.4 metres (8 feet).

## (2) Rear Yards

The following features may project into a required rear yard:

- (a) cantilevered construction for bay windows, bow windows, chimney chases, bookcases, built in cabinets, gutters, window sills, canopies, eaves, and fire escapes to a maximum projection of 0.61 metres (2 feet.);
- (b) unenclosed decks no higher than 0.61 metres (2 feet.) above the finished grade, cantilevered balconies, porches, and steps to a maximum projection of 2.4 metres (8 feet).

## (3) Side Yards

(a) The following features may project into a required side yard:

- (i) bay windows, window boxes and sills, belt courses, cornices, eaves, and gutters to a maximum projection of 0.61 metres (2 feet); and
  - (ii) cantilevered construction of fire escapes, chimney chases, bow windows, bookcases, built in cabinets, balconies, and canopies to a maximum projection of 0.61 metres (2 feet) provided that the total area of all cantilevered features shall not exceed 2.5 square metres (26.9 square feet) per floor level;
  - (iii) not closer than 0.3 metres (1 foot) to the property line in (i) and (ii)
- (b) Unenclosed decks no higher than 0.61 metres (2 feet) above the finished grade may project to the side property line, but not encroach onto neighbouring property.
  - (c) No projections shall be permitted within a side yard required for vehicular access or parking where any portion of the said projection would be at an elevation lower than 2.4 metres (8 feet) above the finished grade elevation measured at the corresponding side wall of the building.
  - (d) Semi-detached dwelling, townhouses, row houses, or multiple unit dwellings no side yard shall be required on the side of the dwelling units common wall.
  - (e) Driveways are permitted on the side yard side of a corner lot. Garages accessed from the side yard (corner lot) must be setback 5.5 metres (18 feet) from the side yard line.
  - (f) A satellite dish, radio tower or television antenna where attached to a principal dwelling having a maximum horizontal projection of .61 metres (2 feet).

## (2) Commercial and Industrial Districts

### (1) Projections in Yards

In any Commercial or Industrial District, where minimum front or rear yards are required, such minimum requirement shall not apply to prevent the construction or location of chimney chases, fire escapes, steps, eaves and gutters of 0.61 metres (2 feet) or less.

### **(3) Residential/Commercial/Industrial Districts**

#### **(1) Wheel Chair Ramps**

A wheelchair ramp may encroach into any required yard.

### **4.3 Accessory Uses, Buildings, and Structure**

- (1) In all Districts the following regulations shall apply to uses, buildings and structures including private garages, which are accessory and detached from the principal dwelling:

Side yard, minimum	-	0.61 metres (2 feet) and no structure shall have a projection greater than 0.30 metres (1 foot) beyond the main wall, except where in the case of a corner lot and where access to the structure is obtained from the flankage street, all accessory uses, buildings, structures shall maintain a minimum side yard of 5.5 metres (18 feet) from the side lot line on the flankage street.
Rear yard, minimum	-	1.2 metres (3.94 feet)
Front yard, minimum	-	no accessory buildings permitted.
Height, maximum	-	5 metres (16.4 feet) to the eave

- (2) An accessory building to be structurally detached from the principal residence and/or any other accessory building shall have a minimum of 1 meter (3.28') separation from wall to wall.
- (3) Private garages, carports, and accessory buildings attached to a principal building by a substantial roof structure shall be considered as part of the principal building and subject to the regulations of the principal building.
- (4) The following structures are allowed in a required yard and are not subject to setback regulations, except where a sight triangle is required:
- (a) In all yards; sidewalks, uncovered driveways, lighting fixtures, and lamp posts.
  - (b) In rear yards; in addition to the structures listed in clause (a) above, recreation equipment, laundry drying equipment, and garbage stands.
- (5) Accessory buildings with barrel vault roofs permitted with a 25 front foot lot setback in any Residential Zone.
- (6) Any detached garage or carport of more than 93.0 metres (1000 square feet.) is an accessory use and must be approved by Council.
- (7) Vinyl Garage with a 25 front foot lot setback shall be permitted within town limits.
- (8) Shipping Containers as an Accessory Building:

- (a) Shipping containers may only be placed temporarily on a site in any zoning district.
- (b) Containers may be placed on site for a specified and limited period of time (less than 6 months) and used for short term storage typically associated with construction activities which are being undertaken on a site (i.e. storage of tools, construction materials).
- (c) Containers are to be removed from the site when construction is complete or after six (6) months, whichever comes first. If an extension is required, a written request must be made to the Development Officer.
- (d) Containers shall not be stacked atop one another.
- (e) Shipping containers shall not be used for the storage of junk, trash or other forms of refuse or other hazardous substances or perishable items.

#### **4.4 Fences and Hedges**

Fences may be constructed or hedges and shrubs grown, along a lot line only in conformance with the following regulations:

- (1) Except where required for screening, a fence, hedge or shrub (excluding trees) shall not exceed 3 metres (10 feet) in height.
- (2) In the case of corner lots, no fence, hedge, shrub, or tree shall be placed so as to create a visual obstruction in a sight triangle.
- (3) No wall, fence, hedge or shrub (excluding trees) located along any side or rear lot line, shall exceed 3 metres (10 feet) in height.
- (4) No wall, fence, hedge or shrub (excluding trees) located along a lot line in any required front yard, shall exceed 1 metre (3.3 feet) in height.

#### **4.5 Storage**

- (1) An Environmental Impact Study may be required where, in the opinion of the Development Officer or Council, there is a risk of aquifer contamination. Council may require this study and may establish whatever development standards are considered necessary to protect the aquifer. Those standards shall be included in the Development Permit and/or Servicing Agreement.

#### **4.6 Public Works, Utilities, Pipelines and Facilities**

- (1) Public works, utilities and facilities, except solid and liquid waste disposal sites, shall be permitted uses in every zoning district, and unless otherwise specified by this Bylaw, no minimum site area, yard, height requirements shall apply; and
- (2) Where a pipeline, other utility or transportation facility crosses a municipal road, Council may apply special design standards as considered necessary to protect the municipal interest in the road.

## **5 SPECIAL PROVISIONS**

This section addresses special provisions and specific development standards that may apply to a development where allowed due to a proposed rezoning or a discretionary use request in a zoning district. Where there are special provisions required to ensure that a new use (whether approved as a discretionary use or allowed due to a rezoning), Council shall follow the relevant Policies of the Plan and may apply specific regulations and development standards applicable to those uses to avoid or minimize land use conflict as much as possible. As well, other portions of this Section identify certain uses or development matters which require more detailed types of regulations.

### **5.1 Consideration of Rezoning and Discretionary Uses**

In considering the possible approval of a request for Rezoning or Discretionary use, Council shall consider the following items and may prescribe specific development standards as part of any approval to minimize land use conflict related to:

- (1) the impact on the Town's services and the neighbourhood surrounding the proposed lot;
- (2) the nature, size, shape, elevation and surface drainage of the lot;
- (3) the size, shape and arrangement of buildings;
- (4) access and traffic patterns for persons and vehicles;
- (5) type and volume of vehicle traffic;
- (6) off-street parking and loading;
- (7) safeguards to prevent noise, glare, dust and odour;
- (8) landscaping;
- (9) screening and fencing; and
- (10) lighting and signs.

### **5.2 Bed and Breakfast Homestay**

A bed and breakfast homestay, where allowed in a specific district, shall be subject to the following development standards:

- (1) A bed and breakfast homestay shall be located in a single detached dwelling used as the operator's principal residence.
- (2) A bed and breakfast homestay shall be licensed by the Department of Health and meet the requirements of the Fire Commissioner.
- (3) A maximum of two guest bedrooms shall be permitted in a dwelling operating as bed and breakfast homestay.
- (4) One (1) off-street parking space shall be provided on site.
- (5) One non-illuminated window or wall sign having a maximum facial area of .2 square metres (2.15 square feet) advertising the bed and breakfast homestay is permitted.

### **5.3 Home Based Occupation**

- (1) Home based occupation shall be located in or carried within the dwelling unit or accessory building on the same lot;
- (2) Home based occupation shall be clearly secondary to the Residential use and shall occupy no more than 25% of the lot;
- (3) The peace, quiet and dignity of the residential neighbourhood shall not be distorted by dust, noise, by the home based occupation or accessory equipment.

- (4) Other than one permitted business sign, there shall be no exterior display, storage of material or distraction from the residential character of the neighbourhood.
- (5) Property owners within an area to be determined by Council shall be advised that an application has been made for a discretionary use. Council may refer the application to any agency it deems appropriate.
- (6) The number of persons involved in the Home Based Occupation is limited to the occupant and one other family member.

#### **5.4 Service Stations and Gas Bars**

Service stations and gas bars, where allowed in a specific zoning district, shall be subject to the following development standards:

- (1) Fuel pumps and other accessory equipment shall be located at least 6 metres (19.69 feet) from any street or lot line.
- (2) All automobile parts, dismantled vehicles and similar articles shall be stored within a building or screened to the satisfaction of Council.
- (3) All business shall be conducted and all goods stored wholly within an enclosed building except as required in the servicing of motor vehicles.
- (4) The arrangement of the proposed structure on the lot shall be designed to reduce conflict with adjoining uses.
- (5) The access to the lot shall be designed to reduce conflict with other vehicular and pedestrian traffic.
- (6) Any specific development standards imposed related to landscaping, screening, open spaces, parking and standing areas for vehicles shall be designed to reduce conflict with adjoining land uses and to ensure adequate areas for vehicles on the property.
- (7) The storage of fuel shall meet all provincial regulations.

#### **5.5 Residential Care Homes**

- (1) In considering an application for a Residential Care Home, Council shall give consideration to potential impacts such as traffic, parking, garbage collection, and other similar issues.
- (2) As a condition of approval of a discretionary use application for a Residential Care Home, Council shall specify the maximum number of residents. In order to ensure that Residential Care Homes are similar in appearance, size, intensity and scale to the dwellings in the immediate area no more than 12 residents shall generally be approved unless the applicant can demonstrate, to the satisfaction of Council, that a larger capacity would be appropriate.

#### **5.6 Garden Suites**

**Size of Unit:** The minimum and maximum allowable size of a suite shall be from 37.2 square metres to 74.4 square metres (400 to 800 square feet) and must contain a living room, bathroom, kitchen and one bedroom.

**Parking Area Regulation:** Necessary parking be provided on the lot.

**Grade:** The placement of the unit must not adversely affect surface water run off or create drainage problems.



**Utilities:** Subject to the National Building Code, all sewer, water, gas electric and telephone shall all be supplied through the principal residence on the Lot.

**Foundation:** the Suite shall not be placed on a permanent foundation or a basement, but shall be securely anchored to the ground with a system approved by the Municipality's Building Inspector.

**Development Agreement:** the developer shall be required, as a condition of the Discretionary Use approval for the Suite, to sign an Agreement with the Town when requesting continuous use of the Suite for a different purpose than originally stated. e.g. the Suite is no longer required for the accommodation of a physically dependent relative or for a person who cares for the residents of the main dwelling on the site. The Agreement shall also require the restoration of the Lot to the condition before the development occurred.

### 5.7 Street Off – Parking

<u>Use</u>	<u>Parking Spaces</u>
1. Multiple-unit dwelling	1.5 for each dwelling unit
2. Other dwellings	2 for each dwelling
3. Rooming house	1 for each dwelling
4. Hotels and motels	1 for each guest room
5. Schools, Educational Institutions	2 for each classroom
6. Home based occupation	sufficient off-street parking for the type of use (Council's discretion
7. Commercial and Industrial Uses	1 for every 30 square metres of gross floor area

### 5.8 Dwelling Groups

Council will apply the following criteria in considering dwelling groups:

1. The size and location of the development will be consistent with the capacity of the street to handle the added development. The development will not cause excessive traffic to pass through existing low density residential areas.
2. The density of a dwelling group will not be significantly different from development with single principal buildings on subdivided sites.
3. Building separations shall meet the standards for similar residential structures on separate parcels.
4. To provide a total separation between buildings where two rows of dwelling groups are fronting onto the same internal roadway, a minimum requirement of 7.5 metres of internal roadway, and in the case where parking is provided in a garage, that the building be set back a minimum of 3 metres from the edge of the driveway.

### 5.9 Excavation and Stockpiling of Aggregate:

- (1) The stockpiling and excavation of aggregate uses shall comply with the requirements contained in Section 9.2.4 of the Official Community Plan.
- (2) An application for the stockpiling or excavation of aggregate shall include the following documentation:
  - (i) a plan showing the location of the area of the operation relative to the site boundaries, the depth of excavation, and the quantity of material to be

removed;

- (ii) a plan showing the distances to adjoining land uses;
  - (iii) a description of the excavation, stripping or grading operation proposed;
  - (iv) a detailed timing and phasing program covering the time span of the proposed operation;
  - (v) a description of reclamation and rehabilitation measures to be conducted both during and following the operation consistent with The Reclamation Guidelines for Sand and Gravel Operations provided by the Ministry of Environment. These guidelines recommend that “reclamation practices should ensure a physical stabilization of the soils and achieve a sustainable land use so that the land may be returned to a productive state as soon as possible after the operation has completed” and that “reclamation operations should be carried out concurrently with extraction”;
  - (vi) a description of the measures to be taken for the prevention and lessening of dust and other nuisances during and after the operation; and,
  - (vii) road maintenance measures and proposed truck routes.
- (3) As a condition of discretionary use approval of the excavation or stockpiling of aggregate, Council may require the developer to enter into an agreement, pursuant to Section 235 of *The Act*, to define the responsibilities of the operator and operation requirements. Any of the following criteria, along with any additional criteria in accordance with an agreement set by Council and the developer, may be prescribed in such an agreement:
- (i) Conditions respecting the operation of the pit or quarry;
  - (ii) Responsibilities of the developer and/or operator concerning the reclamation of the site;
  - (iii) The routing of trucks to and from the site;
  - (iv) The planting of trees on and/or near the site, and/or in another location to the satisfaction of Council;
  - (v) The erection of fencing and signs;
  - (vi) The maintenance of municipal roadways; and/or,
  - (vii) The posting by the developer of a performance bond to guarantee adherence to the above or any other requirements that Council may specify.

Council may impose requirements in addition to those set out above. Council

may also require a performance bond by any person or company undertaking any work outlined above to ensure that the development is carried out in the manner specified. The amount of the performance bond is to be set at the discretion of Council.

Council shall enter into a formal Road Maintenance Agreement with the Developer or Contractor as appropriate.

## **6 TOWER PROVISIONS**

### **6.1 General Standards For Towers As A Discretionary Use**

- 1) Towers shall be located a minimum of 7.5 metres (25 feet) from the side yard lot line in the rear yard.
- 2) Towers without an anti-locking climbing device shall be enclosed with a 3.0 metres (10 foot) fence.
- 3) No more than two antenna wires, whose height shall conform to the Maximum stated for the zone, shall be permitted.
- 4) Towers and similar structures shall not obstruct air navigation or communication. Council should consult the Canada Department of Communications, Transport Canada, the Saskatchewan Power Corporation or other agencies prior to installation approval.
- 5) Property owners within an area to be determined by Council shall be notified of the applicant's intent to construct a tower.
- 6) Certification of structural safety by a certified Saskatchewan Professional Engineer, proof of liability insurance and proof of an approved electrical permit shall accompany applications to erect a tower.
- 7) Permissible tower height and additions:

<u>Zoning District</u>	<u>Maximum Allowable Height</u>
R1, R1A	6 metres or 20 feet
R2	10 metres or 33 feet
R3	20 metres or 66 feet
RMH	6 metres or 20 feet
C1	6 metres or 20 feet
C2	25 metres or 82 feet
C3	25 metres or 82 feet
M	25 metres or 82 feet
CS	10 metres or 33 feet
UH, CZ	25 metres or 82 feet

## **7 SIGNAGE REGULATIONS**

- (1) No commercial or industrial signs shall exceed the roof top of the adjacent buildings if the property is adjacent to a residential zoning district.

- (2) Signs advertising the principal use or products for sale on the premises are permitted at Council's discretion.
- (3) In Commercial, Highway Commercial, Industrial Commercial/Industrial or Community Service Districts:
  - (a) Two permanent signs are permitted for principal use on the premises.
  - (b) The sign, which may be double faced, shall not exceed 3.5 sq. meters (36 sq. ft).
  - (c) Maximum height of any sign shall be 6 meters above the finished grade.
- (4) In Residential Districts
  - a) One permanent home based business sign permitted on the premises.
  - b) The facial area of a sign shall not exceed 1.0 square metres and 10 square feet with a width/length ratio of 1 to 4 to be at Council's discretion.
  - c) Illuminated signs are to be at Council's discretion in residential districts.
- (5) Signs must be located so that they do not obstruct required sight lines.
- (6) Temporary signs not exceeding 1.0 square meter (3.5 square feet) advertising the sale or lease of the property or information about a temporary condition affecting the property are permitted.
- (7) No Provincial or Federal signage permitted on public/town property.
- (8) Erection of signage on town/public property must receive the approval of the Development Officer.
- (9) Signs erected by the Town of Pilot Butte shall be exempt from these requirements.

## **8 ZONING DISTRICTS AND ZONING MAP**

### **8.1 Classification of Zoning Districts**

For the purpose of this bylaw, the Town of Pilot Butte is divided into the following Zoning Districts, the boundaries of which are shown on the "Zoning District Map." Such districts may be referred to by the appropriate symbol.

<u>Districts</u>	<u>Symbols</u>
Residential Low Density District	R1
Residential Single Detached Dwelling District	R1A
Residential Large Lot District	R2
Residential Multiple Unit Dwelling District	R3
Residential Manufactured / Mobile Home District	RMH
Core Commercial District	C1
Highway Commercial District	C2
Commercial / Industrial District	C3
Industrial District	M
Community Service District	CS
Urban Holding	UH

## **8.2 The Zoning District Map**

The map, bearing the statement "This is the Zoning District Map referred to in Bylaw No. 18-2017" adopted by the Town of Pilot Butte signed by the Mayor and the Administrator under the seal of the Town shall be known as the "Zoning District Map" and such map is hereby declared to be an integral part of this bylaw.

## **8.3 Zoning District Schedules**

The uses or forms of development allowed within a Zoning District, along with regulations or standards which apply are contained in the Zoning District Schedules in Section 9.

## **9 ZONING DISTRICT SCHEDULES**

### **9.1 - R1 – Residential Low Density District**

#### **9.1.1 Purpose**

To provide for a variety of residential and related uses in a low density environment.

#### **9.1.2 Permitted Uses**

The following are permitted uses in the R1 – Residential Low Density District:

- (1) Single detached dwellings
- (2) Detached garages and carports (Maximum floor area 92.85 m<sup>2</sup>)
- (3) Rooming houses
- (4) Accessory buildings and uses other than a detached garage or carport (Maximum floor area 23 m<sup>2</sup>)
- (5) Parks and playgrounds
- (6) Public works excluding offices, warehouses and storage yards

#### **9.1.3 Discretionary Uses**

The following are discretionary uses in the R1 – Residential Low Density District and may be permitted in specific locations and subject to the regulations specified by resolution of Council:

- 1) Home based occupations
- 2) Places of worship
- 3) Retail/convenience stores
- 4) Semi-detached dwellings
- 5) Two-unit dwellings
- 6) Secondary suites
- 7) Garden suites
- 8) Post offices
- 9) Restaurants
- 10) Residential care homes
- 11) Schools
- 12) Theatres
- 13) Day care centres
- 14) Day care homes

#### **9.1.4 Site Requirements**

##### **A. General**

All the regulations and conditions in General Regulations, shall apply in this Zoning District.

- B. Minimum Site Requirements for all uses except semi-detached dwellings, public works or parks and playgrounds.

Site Area	557 square metres
Site Frontage	15 metres
Front yard setback	7.5 metres
Rear yard setback	6 metres
Side yard setback	1.2 metres

Minimum Site Requirements for semi-detached dwellings.

Site Area	315 square metres
Site Frontage	8.5 metres
Front yard setback	7.5 metres
Rear yard setback	6 metres
Side yard setback	1.2 metres except that no setback is required where a common wall divides the units.

No minimum Site Requirements For public works or parks and playgrounds.

#### **9.1.5 Open Space**

Residential sites shall have a minimum of 25% open space.

## **9.1A – R1A - Residential Single Detached Dwelling District**

### **9.1A.1 – Purpose**

To provide for residential development in the form of single detached dwellings and related uses.

### **9.1A.2 - Permitted Uses**

The following are permitted uses in the R1A – Residential Single Detached Dwelling District:

- 1) Single detached dwellings
- 2) Detached garages and carports (Maximum floor area 92.85 m<sup>2</sup>)
- 3) Accessory buildings and uses other than a detached garage or carport (Maximum floor area 10 m<sup>2</sup>)
- 4) Parks and playgrounds
- 5) Public works excluding offices, warehouses and storage yards

### **9.1A.3 - Discretionary Uses**

The following are discretionary uses in the R1A – Residential Single Detached Dwelling District and may be permitted in specific locations and subject to the regulations specified by resolution of Council:

- 1) Home based occupation
- 2) Residential care homes
- 3) Day care centres
- 4) Day care homes

### **9.1A.4 - Site Requirements**

#### **A. General**

All the regulations and conditions in General Regulations, shall apply in this Zoning District.

#### **B. Minimum Site Requirements**

Site Area	418 square metres
Site Frontage	12.0 metres
Front yard setback	6.7 metres
Rear yard setback	6.0 metres
Side yard setback	1.2 metres

### **9.1A.5 - Open Space**

Residential sites shall have a minimum of 40% open space



## **9.2 R2 - Residential Large Lot District**

### **9.2.1 Purpose**

To provide for a variety of residential and related uses on large lots.

### **9.2.2 Permitted Uses**

Subject to the provisions of this Bylaw the following uses are permitted in the districts defined, designated or described as an **R2 – Residential Large Lot District**:

- 1) Single detached dwellings
- 2) Detached garages and carports (Maximum floor area 92.85 m<sup>2</sup>)
- 3) Rooming houses
- 4) Accessory buildings and uses other than a detached garage or carport (Maximum floor area 23 m<sup>2</sup>)
- 5) Parks and playgrounds
- 6) Public works excluding offices, warehouses and storage yards

### **9.2.3 Discretionary Uses**

The following are discretionary uses in the **R2 – Residential Single Detached Dwelling District** and may be permitted in specific locations and subject to the regulations specified by resolution of Council:

- 1) Home based occupations
- 2) Places of worship
- 3) Secondary suites
- 4) Garden suites
- 5) Post offices
- 6) Restaurants
- 7) Residential care homes
- 8) Schools
- 9) Theatres
- 10) Day care centres
- 11) Day care homes

### **9.2.4 Site Requirements**

#### **A. General**

All the regulations and conditions in General Regulations, shall apply in this Zoning District.

#### **B. Minimum Site Requirements for all uses except for public works or parks and playgrounds.**

Site Area	929 square metres
Site Frontage (Rectangular Lots)	35.0 metres
Site Frontage (Other Lots)	15.0 metres
Front yard setback	9.0 metres
Rear yard setback	15.0 metres
Single side yard	4.0 metres
Total side yard (of both sides)	12.0 metres

No minimum Site Requirements For public works or parks and playgrounds.

**9.2.5 Open Space**

Residential sites shall have a minimum of 25% open space.

### **9.3 R3 - Residential Multiple Unit Dwelling District**

#### **9.3.1 Purpose**

To provide for a variety of residential and related uses in a medium to high density environment.

#### **9.3.2 Permitted Uses**

The following are permitted uses in the **R3 Residential Multiple Unit Dwelling District**:

- (1) Single detached dwellings
- (2) Detached garages and carports (Maximum floor area 92.85 m<sup>2</sup>)
- (3) Accessory buildings and uses other than a detached garage or carport (Maximum floor area 23 m<sup>2</sup>)
- (4) Parks and playgrounds
- (5) Public works excluding offices, warehouses and storage yards

#### **9.3.3 Discretionary Uses**

The following are discretionary uses in the **R3 Residential Multiple Unit District**:

- 1) Multiple unit dwellings
- 2) Dwelling groups
- 3) Two-unit dwellings
- 4) Semi-detached dwellings
- 5) Garden suites
- 6) Secondary suites
- 7) Rooming houses
- 8) Institutional uses
- 9) Residential care homes
- 10) Community centres
- 11) Day care homes
- 12) Day care centres
- 13) Home based occupations
- 14) Bed and breakfast homestay

#### **9.3.4 Site Requirements**

##### **A. General**

All the regulations and conditions in General Regulations, shall apply in this Zoning District:

##### **B. Minimum Site Requirements**

Site Requirements for multiple unit dwellings and dwelling groups.

Site Area	557 square metres
Site Frontage	15 metres
Front yard setback	7.5 metres
Rear yard setback	6 metres
Side yard setback	1.2 metres or 25% of the height of the sidewall, whichever is greater
Building floor area	Minimum 65 square metres per dwelling unit
Building height	Maximum 15 metres to the underside of eaves

Minimum Site Requirements for semi-detached dwellings.

Area	315 square metres
Frontage	8.5 metres
Front yard setback	7.5 metres
Rear yard setback	6 metres
Side yard setback	1.2 metres except that no setback is required where a common wall divides the units.

No minimum Site Requirements For public works or parks and playgrounds.

Minimum Site Requirements for all other uses.

Area	557 square metres
Frontage	15 metres
Front yard setback	7.5 metres
Rear yard setback	6 metres
Side yard setback	1.2 metres

**9.3.5 Open Space**

Residential sites shall have a minimum of 25% open space.

## **9.4 RMH - Residential Manufactured / Mobile Home District**

### **9.4.1 Purpose**

To provide for the development of manufactured / mobile home parks and subdivisions.

### **9.4.2 Permitted Uses**

Subject to the provisions of this Bylaw the following are permitted uses in the **RMH Residential Manufactured / Mobile Home District**:

- 1) Manufactured / mobile homes
- 2) Detached garages and carports (Maximum floor area 92.85 m<sup>2</sup>)
- 3) Accessory buildings and uses other than a detached garage or carport (Maximum floor area 23 m<sup>2</sup>)
- 4) Parks and playgrounds
- 5) Public works excluding offices, warehouses and storage yards

### **9.4.3 Discretionary Uses**

The following are discretionary uses in the **RMH Residential Mobile Home District** and may be permitted in specific locations subject to regulations specified by resolution of Council:

- 1) Home based occupations
- 2) Places of worship
- 3) Neighbourhood convenience stores
- 4) Theatres
- 5) Day care centres
- 6) Day care homes

### **9.4.4 Site Requirements**

#### **A. General**

All the regulations and conditions in General Regulations, shall apply in this Zoning District.

#### **B. Minimum Site Requirements**

Site Area	557 square metres
Site Frontage	15.0 metres
Front yard setback	6.0 metres
Rear yard setback	4.5 metres
Side yard setback	1.2 metres

### **9.4.5 Open Space**

Residential sites shall have a minimum of 25% open space.

## **9.5 C1 - Core Commercial**

### **9.5.1 Purpose**

To provide for commercial development adjacent to residential areas to serve the shopping and personal needs of the residents.

### **9.5.2 Permitted Uses**

Subject to the provisions of this Bylaw the following are permitted uses in the **C1 Core Commercial District**:

- 1) Restaurants
- 2) Personal service establishments
- 3) Commercial entertainment establishments
- 4) Institutional uses
- 5) Retail stores
- 6) Offices and office buildings
- 7) Food catering
- 8) Shopping centres
- 9) Theatres
- 10) Community centres
- 11) Public works
- 12) Accessory buildings and uses

### **9.5.3 Discretionary Uses**

The following uses may be permitted in the C1 Core Commercial District in specific locations and subject to regulations specified by resolution of Council:

- 1) Gas bars
- 2) Service stations
- 3) Places of worship
- 4) Hotels and motels
- 5) Parking lots
- 6) Licensed dining rooms or restaurants
- 7) Licensed facilities
- 8) Lounges
- 9) Liquor vendors
- 10) Fast food outlets
- 11) Truck or car washes
- 12) Repair shops
- 13) Industrial uses
- 14) Public garages
- 15) Day care centres
- 16) Private clubs
- 17) Warehousing
- 18) Campgrounds

**9.5.4      Site Requirements**

**A. General**

All the regulations and conditions in General Regulations, shall apply in this Zoning District.

**B. Minimum Site Requirements**

Site Area	557 metres
Frontage	15 metres
Front yard setback	7.5 metres
Rear yard setback	6.0 metres
Side yard setback	0.0 metres
Side yard setback (adjacent to residential)	1.2 metres
Building height (maximum)	13.0 metres

No minimum site requirements for public works other than offices.

## **9.6 C2 - Highway Commercial**

### **9.6.1 Purpose**

To provide for the development of commercial growth along Highway #46 and the #362 access road.

### **9.6.2 Permitted Uses**

Subject to the provisions of this Bylaw the following are permitted uses in the **C2 Highway Commercial District**:

- 1) Retail stores
- 2) Institutional uses
- 3) Shopping centres
- 4) Theatres
- 5) Restaurants
- 6) Food catering
- 7) Personal service establishments
- 8) Commercial entertainment establishments
- 9) Community centres
- 10) Public works
- 11) Accessory buildings and uses

### **9.6.3 Discretionary Uses**

The following uses may be permitted in the **C2 Highway Commercial District** in specified by resolution of Council:

- 1) Gas bars
- 2) Service stations
- 3) Places of worship
- 4) Hotels and motels
- 5) Parking lots
- 6) Licensed dining rooms or restaurants
- 7) Licensed facilities
- 8) Lounges
- 9) Liquor vendors
- 10) Fast food outlets
- 11) Truck or car washes
- 12) Repair shops
- 13) Industrial uses
- 14) Public garages
- 15) Day care centres
- 16) Private clubs
- 17) Warehousing
- 18) Campgrounds



#### **9.6.4 Site Requirements**

##### **A. General**

All the regulations and conditions in General Regulations, shall apply in this Zoning District.

##### **B. Minimum Site Requirements**

Site area	1,115 square metres
Site frontage	30.0 metres
Front yard setback	6.0 metres
Rear yard setback	6.0 metres
Side yard	3.0 metres
Building height (maximum)	9.0 metres

No minimum site requirements for public works other than offices.

## **9.7 C3 - Commercial Highway/Industrial**

### **9.7.1 Purpose**

To provide for the development of small-scale commercial developments that require larger lots.

### **9.7.2 Permitted Uses**

Subject to the provisions of this Bylaw the following are permitted uses in the **C3 Commercial/Industrial District**:

- 1) Greenhouses and nurseries
- 2) Offices and office buildings
- 3) Public works
- 4) Accessory buildings and uses limited to one detached building

### **9.7.3 Discretionary Uses**

The following uses may be permitted in the **C3 Commercial Highway/Industrial** in specified by resolution of Council:

- 1) Industrial uses
- 2) Creation of handicrafts
- 3) Contractors shops
- 4) Commercial printing, photocopying, blue printing, engraving,
- 5) Food catering
- 6) Single detached residential dwelling
- 7) Home based occupations
- 8) Warehousing excluding chemicals, pesticides, fertilizers or other toxic materials
- 9) Gas bars
- 10) Service stations
- 11) Public garages

### **9.7.4 Site Requirements**

#### **a. General**

All the regulations and conditions in General Regulations, shall apply in this Zoning District.

#### **b. Minimum Site Requirements**

Site Area	929 square metres
Frontage(Rectangular)	30.0 metres
Frontage(Non-regular)	15.0 metres
Front yard setback	9.0 metres
Rear yard setback	7.5 metres
Side yard setback	3.0 metres
Height restriction	9.0 metres

No minimum Site Requirements For public works.

#### **9.7.5 Open Space**

Sites shall have a minimum of 25% open space.

## **9.8 M - Industrial**

### **9.8.1 Purpose**

To provide for environmentally sensitive industrial development within the corporate limits.

### **9.8.2 Permitted Uses**

Subject to the provisions of this Bylaw the following are permitted uses in the **M Industrial District**:

- 1) Industrial uses
- 2) Farm machinery, motor vehicle, equipment trailer and recreation vehicle sales and service
- 3) Lumber and building supply establishments
- 4) Public works
- 5) Contractors shops
- 6) Machine and welding shops
- 7) Offices and office buildings
- 8) Warehousing
- 9) Public garages
- 10) Accessory buildings and uses

### **9.8.3 Discretionary Uses**

The following uses may be permitted in the **M Industrial District** in specified by resolution of Council:

- 1) Railways and rail related functions
- 2) Concrete plants
- 3) Retail stores
- 4) Restaurants
- 5) Truck and freight terminals
- 6) Grain elevators
- 7) Cold storage and locker plants
- 8) Truck or car washes
- 9) Gas bars
- 10) Service stations
- 11) Storage, sale and distribution of chemicals, pesticides, fertilizers and other similar materials.

### **9.8.4 Regulations**

#### **A. General**

All the regulations and conditions in General Regulation; shall apply in this Zoning District.

#### **B. Minimum Site Requirements**

Site Area	929 square metres
Site frontage	30.0 metres
Front yard setback	9.0 metres
Rear yard setback	6.0 metres
Side yard setback	1.2 metres
Building height maximum	13.0 m

No minimum Site Requirements For public works.

#### **9.8.5 Open Space**

Sites shall have a minimum of 25% open space.

#### **9.8.6 Other Requirements**

- A. Fuel pumps and other accessory equipment shall be located at least 6.0 metres from any street or lot line.
- B. Automobile parts, dismantled vehicles and similar articles shall be stored within a building or screened by a solid fence at least 2.5 metres in height.

## **9.9 CS - Community Service**

### **9.9.1 Purpose**

To provide for developments intended for the use of or an essential service to the community.

### **9.9.2 Permitted Uses**

Subject to the provisions of this Bylaw the following are permitted uses in the **CS Community Service District**:

- 1) Recreational uses such as sports fields, golf courses, and hockey and curling rinks
- 2) Community centres
- 3) Parks and playgrounds
- 4) Schools
- 5) Public works
- 6) Accessory buildings and uses

### **9.9.3 Discretionary Uses**

The following uses may be permitted in the **CS Community Service District** in specific locations and subject to the regulations specified by resolution of Council:

- 1) Auditoriums, theatres and similar places of public assembly
- 2) Places of worship

### **9.9.4 Site Requirements**

#### **A. General**

All the regulations and conditions in General Regulations, shall apply in this Zoning District.

#### **B. Minimum Site Requirements**

Site Area	557 square metres
Site Frontage	15.0 metres
Front yard setback	7.5 metres
Rear yard setback	6.0 metres
Side yard setback	1.2 metres
Building height (maximum)	20 metres

No minimum Site Requirements For public works.

### **9.9.5 Open Space**

Sites shall have a minimum of 25% open space.

## **9.10 UH - Urban Holding**

### **9.10.1 Purpose**

To hold unsubdivided and or undeveloped land within the municipality for future development.

### **9.10.2 Permitted Uses**

Subject to the provisions of this Bylaw the following are permitted uses in the **UH Holding District**:

- 1) Market gardens and green houses
- 2) Parks and playgrounds
- 3) Recreational uses such as sports fields, golf courses, and hockey and curling rinks
- 4) Conservation areas
- 5) Public works
- 6) Accessory buildings and uses

### **9.10.3 Discretionary Uses**

The following uses may be permitted in the **UH Urban Holding District** in specific locations and subject to the regulations specified by resolution of Council:

- 1) Veterinary hospitals and clinics
- 2) Places of worship
- 3) Cemeteries
- 4) Recreational vehicle storage
- 5) Excavation and stockpiling of aggregate

### **9.10.4 Site Requirements**

#### **A. General**

All the regulations and conditions in General Regulations, shall apply in this Zoning District.

#### **B. Minimum Site Requirements**

Site Area	1.0 hectare
Front yard setback	15.0 metres
Rear yard setback	15.0 metres
Side yard setback	15.0 metres

No minimum Site Requirements For public works.

### **9.11 CZ - Contract Zoning**

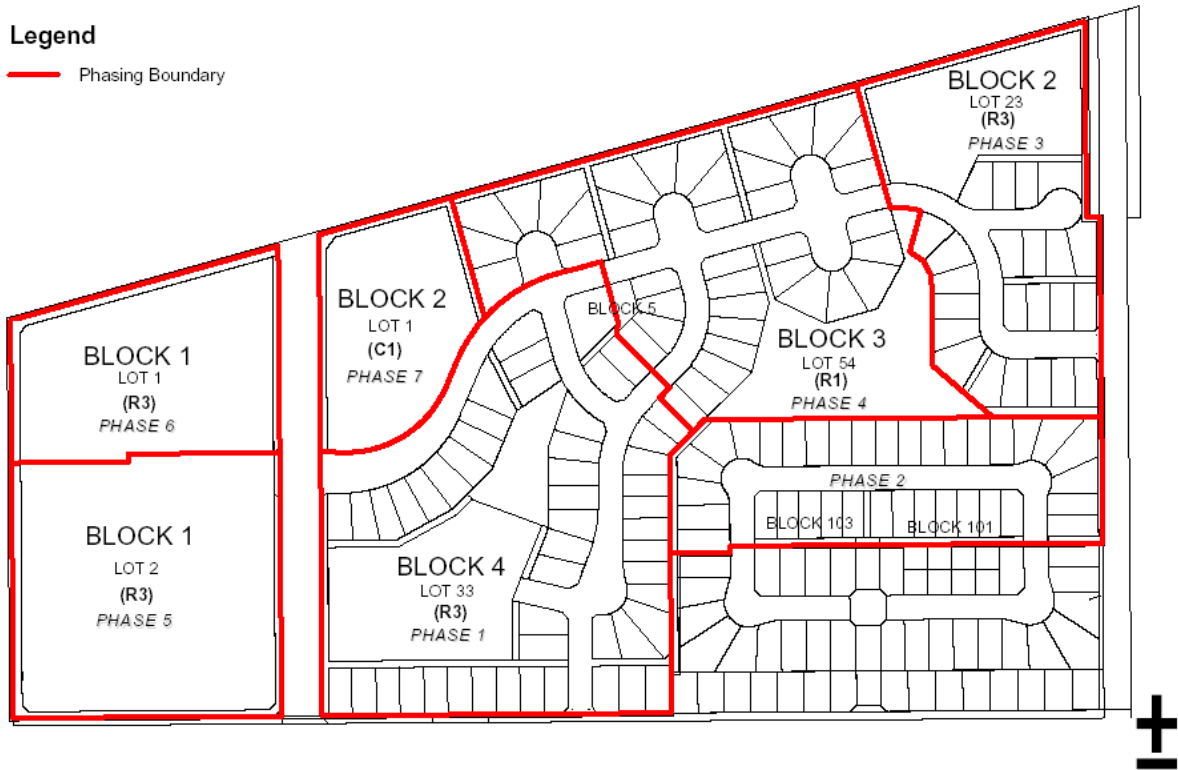
A zoning designation which is subject to an agreement entered into pursuant to the provisions of Section 69 of *The Planning and Development Act, 2007*, and Section 16.10 of the Official Community Plan, shall be indicated on the Zoning Map by the symbol CZ.

Contract zoning agreements which have been adopted by Council are included in Appendix A and form part of the Bylaw.



## 9.12 Concept Plan

### Pilot Butte New Subdivision



**APPENDIX A**  
**CONTRACT ZONING AGREEMENTS**

**Town of Pilot Butte  
Bylaw No. 3-2010**

**A BYLAW FOR CONTRACT ZONING AGREEMENT**

The Council of the Town of Pilot Butte in the Province of Saskatchewan enacts as follows:

1. This bylaw may be referenced as the "Contract Zoning Bylaw"
2. The Town of Pilot Butte is entering into an agreement with Marathon Properties Corporation, to allow a contract zone for Block A, Block C, Block D and Block E located on SE1/4-4-18-18-W2, Extension 1 and Extension 3, with the contract agreement attached as Schedule A, to this bylaw.
3. The Mayor and the Administrator are authorized to sign the agreement on behalf of the Town of Pilot Butte.
4. The bylaw will be in effect upon bylaw approval by the Minister of Municipal Affairs and the registration of the contract on title at the Information Services Corporation.

SEAL

Mayor

Administrator

**Certified a true copy of Bylaw No. 3-2010  
passed by resolution of Council of the Town  
of Pilot Butte at a meeting held the  
9<sup>th</sup> day of November, 2010 AD.**

ADMINISTRATOR

*marathon*

## CONTRACT ZONING AGREEMENT

This Agreement made this 10<sup>th</sup> day of November, 2010.

BETWEEN:

**The Town of Pilot Butte**  
(hereinafter referred to as the "Municipality")


AND

**Marathon Properties Corp.**  
(hereinafter referred to as the "Applicant")

WHEREAS:

- A. Official Community Plan Bylaw No. 9-2007 of the Municipality, an approved Official Community Plan as contemplated in Section 69 of *The Planning and Development Act, 2007* (the "Act"), contains guidelines applicable to rezoning through agreement;
- B. The Applicant has applied to the Municipality to have certain lands (the "Lands") rezoned from R3 zone to R3-C contract zone, to allow the development of the proposed subdivision and uses as specified in this agreement described in schedule "A" attached hereto (the "Proposal");
- C. The Lands are legally described in schedule "B" attached hereto; and
- D. The parties wish to enter this Agreement in accordance with section 69 of the Act.

NOW THEREFORE IT IS AGREED THAT in consideration of the Municipality rezoning said lands, to permit the carrying out of the specified proposal by the Applicant, the Applicant hereby agrees that:

- 1. **INTERPRETATION:** The recitals and schedules appended to this Agreement are incorporated by reference into and form an integral part of this Agreement. This Agreement including the recitals and schedules hereto shall be read and construed according to the ordinary and usual meaning of the words used herein, save for those words and phrases defined in the Municipality's Zoning Bylaw No.10-2007 (the "Zoning Bylaw") as amended from time-to-time.
  - 2. **THE APPLICANT'S PROPOSAL:** Pursuant to the Proposal, the Applicant proposes to construct townhouse type buildings on the Lands as shown in Schedule "A" attached hereto.
- 

3. TERMS AND CONDITIONS:

(a) For the purposes of the Zoning Bylaw, and all rules, regulations and conditions contained therein, the Lands shall be treated as R3-Residential Multi-Family except for the following adjustments to the setbacks set forth in section 9.3.4 of the Zoning Bylaw:

- (i) The required front yard and rear yard setbacks for townhouses in Block A, Block C, Block D and Block E, as set out in the Proposal (together the "Townhouses"), shall be a minimum of 6 metres; and
- (ii) The required side yard setbacks for the townhouses in Block A, Block C, Block D and Block E as set out in the Proposal (together the "Townhouses"), shall be a minimum of 1.2 metres

4. DEVELOPMENT: The Applicant shall develop the Lands in accordance with the Proposal and the provisions of this Agreement and shall not use, or develop, or cause or permit the use or development of the Lands or buildings placed thereon except in accordance with the Proposal and the provisions of this Agreement.

5. ENTIRE AGREEMENT: This Agreement contains the entire and only Agreement between the parties respecting the subject matter hereof and any representations, promise or condition in connection therewith not incorporated herein shall not be binding upon the parties.

6. NO WAIVER. No delay, refusal or omission by the Municipality in enforcing conformance by the Applicant of the provisions of this Agreement shall operate as a waiver or a condition of the breach by the Applicant with the terms of this Agreement or any other right or remedy available to the Municipality, all of which rights are cumulative and be exercised independently or in combination by the Municipality. No alternative or modification of any of the provisions of this Agreement shall be binding unless the same be in writing and signed by the parties.

7. COMPLIANCE. The Applicant agrees to comply with and to conform to the requirements of every applicable statute, law, bylaw and order during its use or occupancy of the Lands, the Applicant agrees to comply with and conform to the requirements of every applicable statute, law, bylaw and order applicable to the ownership and development of the Lands and any buildings or other improvements erected thereon, and not to use nor permit the same to be used for any unlawful purpose.

8. SEVERABILITY OF AGREEMENT: If any covenant and/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.

9. LAW OF AGREEMENT: This Agreement shall be governed and interpreted exclusively in accordance with the laws of the Province of Saskatchewan.



10. **EFFECTIVE DATE OF AGREEMENT:** The effective date of this Agreement shall be the date first above written, it being understood by the Applicant that the Lands shall not be effectively rezoned until this Agreement is registered as an Interest against the Lands.
11. **AMENDMENT OF AGREEMENT:** The Municipality, upon application by the person who entered into this Agreement pursuant to Section 69 of *The Planning and Development Act, 2007*, or any subsequent owner of the Lands, may vary the Agreement; enter into a new Agreement; or extend any time limit established in this Agreement.
12. **LIABILITY ON TERMINATION AND INDEMNITY.** In the event of termination of this Agreement the Municipality shall not be liable to the Applicant for any compensation, reimbursement or damages or account of profit or account of expenditures in connection with the Lands.
13. **ENUREMENT.** This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns.
14. **REGISTRATION:** The Parties acknowledge that this Agreement is made pursuant to Section 69 of the Act. The Applicant, for and on behalf of the Municipality, agrees to register this Agreement as an Interest against the Lands and provide proof of same to the Municipality within 60 days of the signing of this Agreement. The Applicant agrees that at the time of the registration of the Interest, the Lands will be free and clear of all encumbrances save for those expressly permitted by the Municipality and such other encumbrances which are postponed and subordinated to the Municipality's Interest.
15. **COUNTERPARTS:** This Agreement may be signed in counterparts. Each counterpart will be an original document and all of the counterparts will constitute one instrument. Any faxed or electronic copy of a signature will be deemed to be an original signature until such time as an original signature has been received by the other party or parties to this Agreement.




IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first above written.



(c/s)

**MARATHON PROPERTIES CORP.**

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

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

**TOWN OF PILOT BUTTE**

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

Mayor

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

Administrator

*[Handwritten initials]*

SCHEDULE "A"

See Attached.

96/



SCHEDULE "B"

Surface Parcel #110900900

Reference Land Description: SE Sec 04 Twp 18 Rge 18 W2 Extension 1

As described on Certificate of Title 00RA17625 which describes this parcel and other parcel(s) with the same land description tied to this one

Surface Parcel #110924210

Reference Land Description: SE Sec 04 Twp 18 Rge 18 W2 Extension 3

As described on Certificate of Title 00RA17625 which describes this parcel and other parcel(s) with the same land description tied to this one



REDUCED DRAWING



REDUCED DRAWING



PLAN DIVISION  
PROPOSED SUBDIVISION  
SE 1/4 SEC 4 T20P 10, RGE 8, W2 W  
PLOT BUTTE, SASKATCHEWAN  
SCALE 1:1000

96

**Town of Pilot Butte  
Bylaw No. 18-2014**

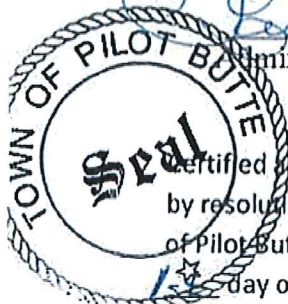
**A BYLAW FOR CONTRACT ZONING AGREEMENT**

The Council of the Town of Pilot Butte in the Province of Saskatchewan enacts to amend and rezone Bylaw No. 10-2007 as follows:

1. This bylaw may be referenced as the "Contract Zoning Bylaw"
2. The Town of Pilot Butte is entering into an agreement with Marathon Properties Corporation, to allow a contract zone for Parcel G, Plan No. 102107674, Extension 0 and Parcel H, Plan No. 102107674, Extension 0, with the contract zoning agreement as attached to this bylaw.
3. The Mayor and the Administrator are authorized to sign the agreement on behalf of the Town of Pilot Butte.
4. The bylaw will be in effect upon bylaw approval by the Minister of Government Relations and the registration of the contract on title at the Information Services Corporation.

Nat Rine  
Mayor

Louise Joseph  
Administrator



Certified a true copy of bylaw passed  
by resolution of Council of the Town  
of Pilot Butte at a meeting held the  
1<sup>st</sup> day of December, 2014 AD.

Louise Joseph  
Administrator



CONTRACT ZONING AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2014

**BETWEEN:**

**THE TOWN OF PILOT BUTTE**

PO Box 253  
Pilot Butte, SK  
SOG 3Z0

(hereinafter referred to as the "Municipality")

- and -

**MARATHON PROPERTIES CORP.**

244 California Place N.E.  
Calgary, Alberta  
T1Y 6S9

(hereinafter referred to as the "Developer")

**WHEREAS:**

- A. Official Community Plan Bylaw No. 11-2014 of the Municipality, an approved Official Community Plan as contemplated in Section 69 of *The Planning and Development Act, 2007* (the "Act"), contains guidelines applicable to rezoning through agreement;
- B. The Applicant has applied to the Municipality to have certain lands (the "Lands") rezoned from R3 zone to R3-C contract zone, to allow the development of the proposed subdivision and uses as specified in this agreement described in Schedule "A" attached hereto (the "Plan Showing Proposed Bare Land Condominium");
- C. The Lands are legally described in Schedule "B" attached hereto; and
- D. The parties wish to enter this Agreement in accordance with Section 69 of the Act.

**NOW THEREFORE IT IS AGREED THAT** in consideration of the Municipality rezoning said lands, to permit the carrying out of the specified Plan Showing Proposed Bare Land Condominium by the Applicant, the Applicant hereby agrees that:

- 1. **INTERPRETATION:** The recitals and schedules appended to this Agreement are incorporated by reference into and form an integral part of this Agreement. This Agreement including the recitals and schedules hereto shall be read and construed according to the ordinary and usual

meaning of the words used herein, save for those words and phrases defined in the Municipality's Zoning Bylaw No. 10-2007 (the "Zoning Bylaw") as amended from time to time.

- 2. THE APPLICANT'S PROPOSAL:** Pursuant to the Plan Showing Proposed Bare Land Condominium, the Applicant proposes to construct townhouse and apartment buildings on the Lands as shown in Schedule "A" attached hereto.

**3. TERMS AND CONDITIONS:**

- a. For the purposes of the Zoning Bylaw, and all rules, regulations and conditions contained therein, the Lands and Buildings shall be treated as R3-Residential Multi-Family except for the following adjustments;
  - i. The setbacks and landscaping shall be in accordance with the Plan Showing Proposed Bare Land Condominium as shown in Schedule "A";
  - ii. The 6-Plex Town house building exterior and landscaping shall be in accordance with the 6-Plex Rendering as shown in Schedule "C";
  - iii. The 6-Plex Town house garage shall be in accordance with the 6-Plex garage dimensions as shown in Schedule "D"; and
  - iv. The 12-Plex Apartment building exterior and landscaping shall be in accordance with the 12-Plex Rendering as shown in Schedule "E";

- 4. DEVELOPMENT:** The Applicant shall develop the Lands and Buildings in accordance with the Zoning Bylaw, Plan Showing Proposed Bare Land Condominium, 6-Plex Rendering, 6-Plex garage dimensions, 12-Plex Rendering and the provisions of this Agreement and shall not use, or develop, or cause or permit the use or development of the Lands or buildings placed thereon except in accordance with the provisions of this Agreement.

- 5. ENTIRE AGREEMENT:** This Agreement contains the entire and only Agreement between the parties respecting the subject matter hereof any representations, promise or condition in connection therewith not incorporated herein shall not be binding upon the parties.

- 6. NO WAIVER:** No delay, refusal or omission by the Municipality in enforcing conformance by the Applicant of the provisions of this Agreement shall operate as a waiver or a condition of the breach by the Applicant with the terms of this Agreement or any other right or remedy available to the Municipality, all of which rights are cumulative and be exercised independently or in combination by the Municipality. No alternative or modification of any of the provisions of this Agreement shall be binding unless the same be in writing and signed by the parties.

- 7. COMPLIANCE:** The Applicant agrees to comply with and to conform to the requirements of every applicable statute, law, bylaw and order during its use or occupancy of the Lands, the Applicant agrees to comply with and conform to the requirements of every applicable statute, law, bylaw and order applicable to the ownership and development of the Lands and any buildings or other improvements erected thereon, and not to use nor permit the same to be used for any unlawful purpose.
- 8. SEVERABILITY OF AGREEMENT:** If any covenant and/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.
- 9. LAW OF AGREEMENT:** This Agreement shall be governed and interpreted exclusively in accordance with the laws of the Province of Saskatchewan.
- 10. EFFECTIVE DATE OF AGREEMENT:** The effective date of this Agreement shall be the date first above written, it being understood by the Applicant that the Lands shall not be effectively rezoned until this Agreement is registered as an Interest against the Lands.
- 11. AMENDMENT OF AGREEMENT:** The Municipality, upon application by the person who entered into this Agreement pursuant to Section 69 of *The Planning and Development Act, 2007*, or any subsequent owner of the Lands, may vary the Agreement; enter into a new Agreement; or extend any time limit established in this Agreement.
- 12. LIABILITY ON TERMINATION AND INDEMNITY:** In the event of termination of this Agreement the Municipality shall not be liable to the Applicant for any compensation, reimbursement or damages or account of profit or account of expenditures in connection with the Lands.
- 13. ENUREMENT:** This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective heirs, executors, administrator, successors and assigns.
- 14. REGISTRATION:** The Parties acknowledge that this Agreement is made pursuant to Section 69 of the Act. The Applicant, for and on behalf of the Municipality, agrees to register this Agreement as an Interest against the Lands and provide proof of same to the Municipality within 60 days of the signing of this Agreement. The Applicant agrees that at the time of the registration of the Interest, the Lands will be free and clear of all encumbrances save for those expressly permitted by the Municipality and such other encumbrances which are postponed and subordinated to the Municipality's Interest.
- 15. COUNTERPARTS:** This Agreement may be signed in counterparts. Each counterpart will be an original document and all of the counterparts will constitute one instrument. Any faxes or electronic copy of a signature will be deemed to be an original signature until such time as an original signature has been received by the other party or parties to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

**THE TOWN OF PILOT BUTTE**

Per:

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**Mayor**

Per:

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**Administrator**

**MARATHON PROPERTIES CORP.**

Per:

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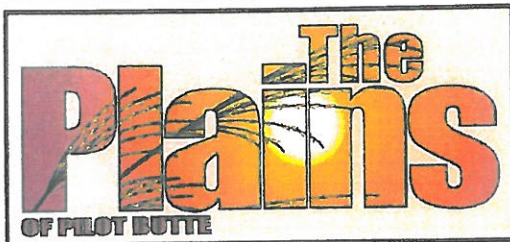
**Developer**

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**SCHEDULE "A"**

**Plan Showing – Proposed Bare Land Condominium**





Developer:



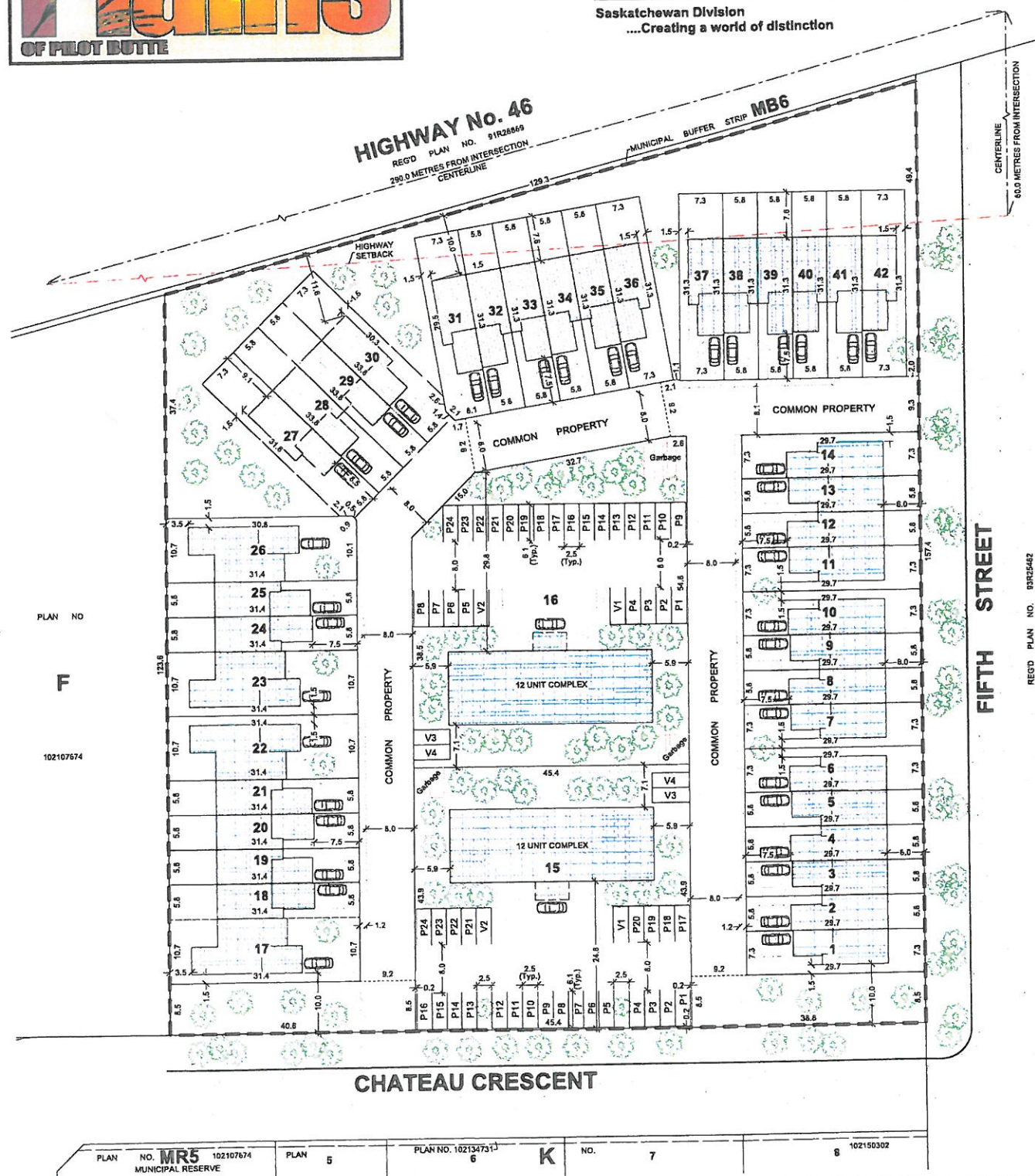
Saskatchewan Division  
...Creating a world of distinction

# SCHEDULE "A"

## VILLAS & BUNGALOWS AT CHATEAU PLACE

PLAN SHOWING  
PROPOSED BARE LAND CONDOMINIUM  
OF ALL OF  
PARCELS G & H, PLAN NO. 102107674  
SE1/4 SEC 4, TWP 18, RGE 18, W2 Mer  
PILOT BUTTE, SASKATCHEWAN  
2014  
SCALE = 1: 500

1-Measurements are in metres and decimals thereof.  
2-Unit numbers are as shown 1, 2, 3, etc.  
3-Parking spaces are in accordance with Section 11(1)(a) and Section 11(2)(c) of the Condominium Property Act 1993.  
4-Parking spaces are identified as P1, P2, etc. and are designated for exclusive use, as per Section 11(1)(a) of the Condominium Property Act.  
5-Visitor parking spaces shown on the plan are non-exclusive use common property and are designated V1, V2, etc.  
6-Some measurements are approximate and may differ from the final plan of survey by as much as 1.0 %.  
7-Portion to be approved is outlined with a bold dashed line and contains 1.75 ha (4.33 ac)



### UNIT FACTOR & PARKING SCHEDULE

Unit Number	Unit Type	Unit Factor	Approximate Area Sq. m.	Other
1	Bare Land / Res	175	217	
2	Bare Land / Res	175	172	
3	Bare Land / Res	175	172	
4	Bare Land / Res	175	172	
5	Bare Land / Res	175	172	
6	Bare Land / Res	175	217	
7	Bare Land / Res	175	217	
8	Bare Land / Res	175	172	
9	Bare Land / Res	175	172	
10	Bare Land / Res	175	217	
11	Bare Land / Res	175	217	
12	Bare Land / Res	175	172	
13	Bare Land / Res	175	172	
14	Bare Land / Res	175	217	
15	Bare Land / Res	1500	1996	
16	Bare Land / Res	1500	2241	
17	Bare Land / Res	175	182	
18	Bare Land / Res	175	182	
19	Bare Land / Res	175	182	
20	Bare Land / Res	175	182	
21	Bare Land / Res	175	337	
22	Bare Land / Res	175	182	
23	Bare Land / Res	175	337	
24	Bare Land / Res	175	182	
25	Bare Land / Res	175	182	
26	Bare Land / Res	175	337	
27	Bare Land / Res	175	245	
28	Bare Land / Res	175	182	
29	Bare Land / Res	175	196	
30	Bare Land / Res	175	243	
31	Bare Land / Res	175	227	
32	Bare Land / Res	175	181	
33	Bare Land / Res	175	181	
34	Bare Land / Res	175	181	
35	Bare Land / Res	175	181	
36	Bare Land / Res	175	228	
37	Bare Land / Res	175	228	
38	Bare Land / Res	175	181	
39	Bare Land / Res	175	181	
40	Bare Land / Res	175	181	
41	Bare Land / Res	175	181	
42	Bare Land / Res	175	228	
Total		10000		

### PROPOSED CONDOMINIUM DEVELOPMENT

#### APARTMENT INFORMATION:

BUILDING HEIGHT: 3 STOREYS  
TOTAL UNITS: 24  
PARKING REQ'D: 2 per unit (24) = 48  
PARKING PROVIDED: 48  
VISITOR PARKING: 8

#### TOWNHOUSE INFORMATION:

BUNGALOW UNITS: 4  
2 STOREY UNITS: 36  
TOTAL UNITS: 40

TOTAL COMBINED UNITS: 64

REDUCED DRAWING  
\* NOT TO SCALE \*

FILE NO. R-0205-14-BLC-110714



## **SCHEDULE "B"**

### **Reference Land Description:**

**Parcel G, Plan No. 102107674, Extension 0**

**Pilot Butte, Saskatchewan**

**As described on Certificate of Title 143067607 which describes this parcel and other parcel(s) with the same land description tied to this one**

**Parcel H, Plan No. 102107674, Extension 0**

**Pilot Butte, Saskatchewan**

**As described on Certificate of Title 143067618 which describes this parcel and other parcel(s) with the same land description tied to this one**

**SCHEDULE "C"**

**6-Plex Rendering**



SCHEDULE "C"



**EXCELSIOR**  
**QUALITY BUILDERS LTD**



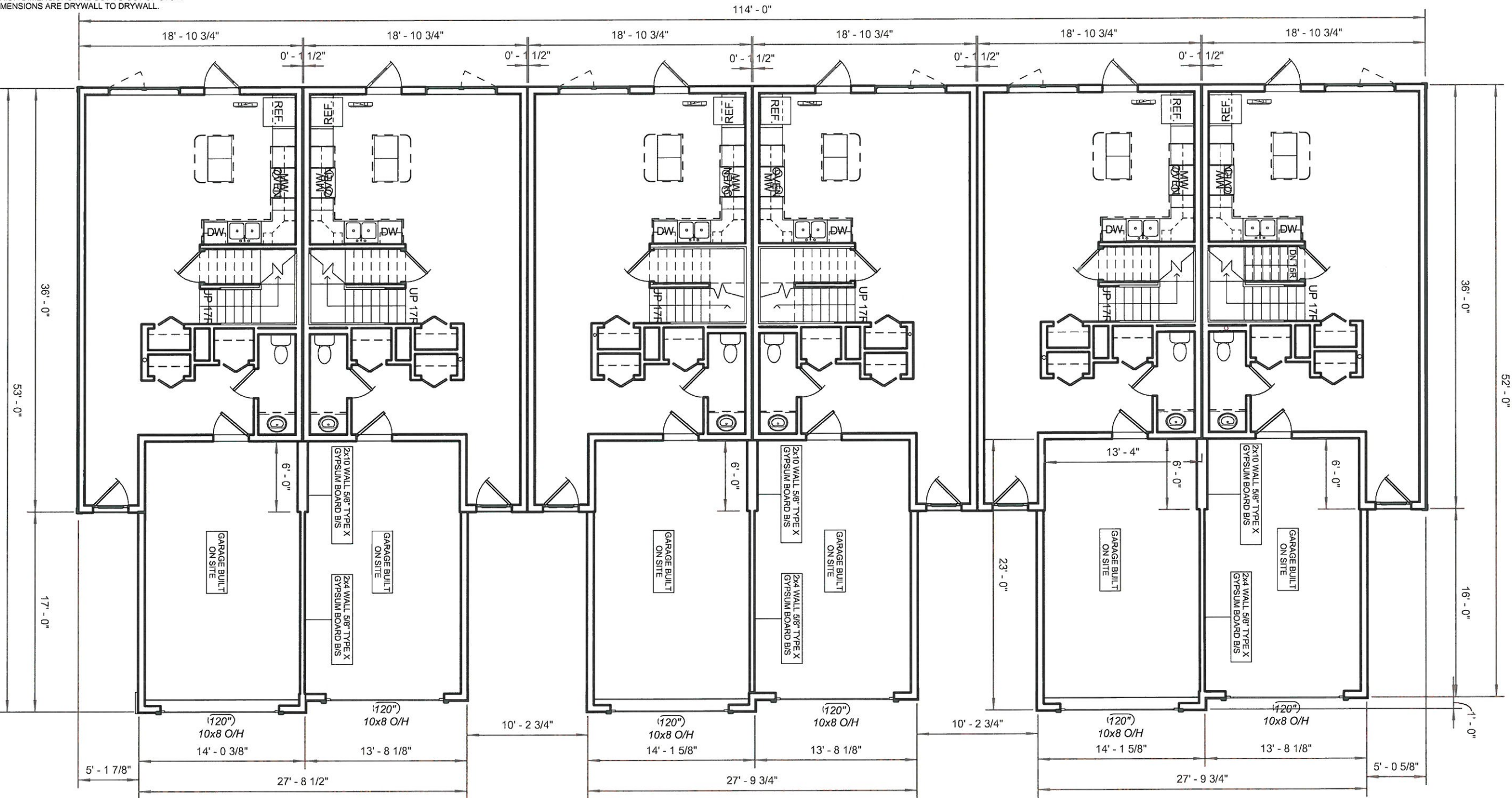
**SCHEDULE "D"**

**6-Plex Garage Dimensions**


8/8/2014 10:47:08 AM

SCHEDULE "D"

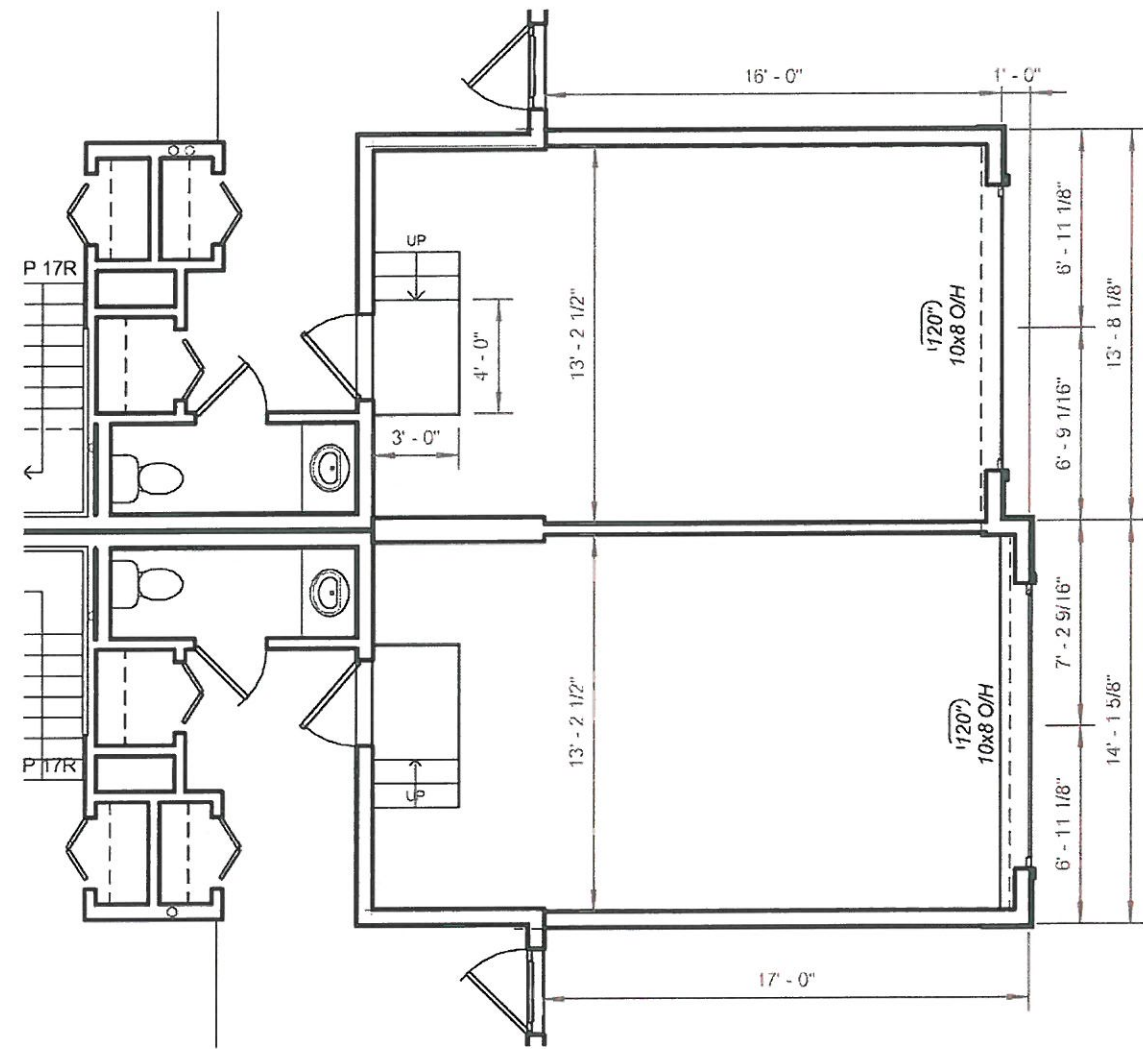
NOTE: EXTERIOR DIMENSIONS ARE OUT TO OUT OF STUD.  
INTERIOR DIMENSIONS ARE DRYWALL TO DRYWALL.



DRAWINGS ARE AN ARTISTS REPRESENTATION. SOME COMPONENTS SHOWN MAY NOT MATCH ACTUAL MODELS INSTALLED IN HOME.  
GRANDEUR HOUSING LTD. RESERVES THE RIGHT TO CHANGE OR ALTER FLOOR PLANS AND SPECIFICATIONS WITHOUT NOTICE OR OBLIGATION.

 WWW.GRANDEURHOUSING.COM	No.	Description	Date	Issued	SCALE: 3/32" = 1'-0"	TITLE: LEVEL 1 PLAN		SERIAL NO:	
	1	GARAGE FRONT WALL OFFSET & ROOF STYLES & GARAGE DOOR	MAR 25/14	RH	DRAWN: RH				
	2	HOUSE DORMER, GARAGE DOOR SIZE	MAR 26/14	RH	PRJ MGR:	DATE: MAR. 20/14	DESTINATION: KINDERSLEY, SK	SALES ORDER NO: GH14029	
	3	REVISED HOUSE SIZE / LAYOUT, FRONT BRICK HALF WALL	MAY 28/14	RH	CUSTOMER: EXCELSIOR QUALITY BUILDERS		DEALER: GRANDEUR HOUSING		
	6	REVISED O/A SIZE 36' WAS 34'	JULY 2/14	RH					
	7	RESIZED WIDTH TO FIT LOT	JULY 16/14	SB				SHEET NO: A1	
	8	REVISED FOUNDATION & WIC FLOORING	JULY 17/14	SB					
	9	REVISED FOUNDATION NOTES	JULY 18/14	SB					
	10	REVISED FOUNDATION NOTES, ADDED R.O. DIMS & SECTION DD	JULY 24/14	RH					
	11	REVISED PLUMBING DROPS, ADDED SECTION, REVISED GARAGE WALLS	AUG. 8/14	RH					

SCHEDULE "D"



DRAWINGS ARE AN ARTISTS REPRESENTATION. SOME COMPONENTS SHOWN MAY NOT MATCH ACTUAL MODELS INSTALLED IN HOME.  
GRANDEUR HOUSING LTD. RESERVES THE RIGHT TO CHANGE OR ALTER FLOOR PLANS AND SPECIFICATIONS WITHOUT NOTICE OR OBLIGATION.



No.	Description	Date	Issued	SCALE: 1/8" = 1'-0"	TITLE:	SERIAL NO:
				DRAWN: SH	<b>GARAGE PLAN</b>	
				PRJ MGR:	DATE: OCT 10/14	DESTINATION: KINDERSLEY, SK
				CUSTOMER:	DEALER:	SALES ORDER NO: <b>GH14029</b>
				EXCELSIOR QUALITY BUILDERS LTD.	GRANDEUR HOUSING	SHEET NO: <b>A6</b>

**SCHEDULE "E"**

**12-Plex Rendering**



SCHEDULE "E"



**EXCELSIOR**  
**QUALITY BUILDERS LTD**



**Town of Pilot Butte  
Bylaw No. 23-2014**

**A BYLAW FOR CONTRACT ZONING AGREEMENT**

The Council of the Town of Pilot Butte in the Province of Saskatchewan enacts to amend and rezone Bylaw No. 10-2007 as follows:

1. This bylaw may be referenced as the "Contract Zoning Bylaw"
2. The Town of Pilot Butte is entering into an agreement with New Rock Developments to allow a contract zone for Parcel E, Plan No. 101944122, S/W ¼ Sec. 4 Twp. 18 Rge. 18 W2 Meridian with the contract zoning agreement as attached to this bylaw.
3. The Mayor and the Administrator are authorized to sign the agreement on behalf of the Town of Pilot Butte.
4. The bylaw will be in effect upon bylaw approval by the Minister of Government Relations and the registration of the contract on title at the Information Services Corporation.



*Nat Ross*

Mayor

*[Signature]*  
Administrator

Certified a true copy of a Bylaw No. 23-2014  
passed by a resolution of Council of the Town  
of Pilot Butte at a meeting held the  
15th day of December, 2014 AD.

*[Signature]*  
ADMINISTRATOR



CONTRACT ZONING AGREEMENT

This Agreement made this 15th day of December, 2014

**BETWEEN:**

**THE TOWN OF PILOT BUTTE**  
PO Box 253  
Pilot Butte, SK  
SOG 3Z0  
(hereinafter referred to as the "Municipality")

- and -

**NEW ROCK DEVELOPMENTS**  
671 Industrial Avenue  
Medicine Hat, AB.  
T1A 3L5  
(hereinafter referred to as the "Developer")

**WHEREAS:**

- A. Official Community Plan Bylaw No. 11-2014 of the Municipality, an approved Official Community Plan as contemplated in Section 69 of *The Planning and Development Act, 2007* (the "Act"), contains guidelines applicable to rezoning through agreement;
- B. The Applicant has applied to the Municipality to have certain lands (the "Lands") rezoned from R3 zone to R3-CZ contract zone, to allow the development of the proposed subdivision and uses as specified in this agreement described in Schedule "A" attached hereto (the "Plan Showing Proposed Bare Land Condominium");
- C. The Lands are legally described in Schedule "B" attached hereto; and
- D. The parties wish to enter this Agreement in accordance with Section 69 of the Act.

**NOW THEREFORE IT IS AGREED THAT** in consideration of the Municipality rezoning said lands, to permit the carrying out of the specified Plan Showing Proposed Bare Land Condominium by the Applicant, the Applicant hereby agrees that:

- 1. **INTERPRETATION:** The recitals and schedules appended to this Agreement are incorporated by reference into and form an integral part of this Agreement. This Agreement including the recitals and schedules hereto shall be read and construed according to the ordinary and usual



meaning of the words used herein, save for those words and phrases defined in the Municipality's Zoning Bylaw No. 10-2007 (the "Zoning Bylaw") as amended from time to time.

2. **THE APPLICANT'S PROPOSAL:** Pursuant to the Plan Showing Proposed Bare Land Condominium, the Applicant proposes to construct townhouse buildings on the Lands as shown in Schedule "A" attached hereto.
3. **TERMS AND CONDITIONS:**
  - a. For the purposes of the Zoning Bylaw this Agreement including the attached Schedules "A", "B", "C", "D", "E" and "F" shall govern the development of the land for all components identified and replace the otherwise applicable provisions of the Zoning Bylaw. Any development requirement not covered by this Agreement or shown on the Schedules shall be governed by the applicable general provisions of the Zoning Bylaw.
4. **DEVELOPMENT:** The Applicant shall develop the Lands and Buildings in accordance with the provisions of this Agreement and attached Schedules and shall not use, or develop, or cause or permit the use or development of the Lands or buildings placed thereon except in accordance with the provisions of this Agreement.
5. **ENTIRE AGREEMENT:** This Agreement contains the entire and only Agreement between the parties respecting the subject matter hereof any representations, promise or condition in connection therewith not incorporated herein shall not be binding upon the parties.
6. **NO WAIVER:** No delay, refusal or omission by the Municipality in enforcing conformance by the Applicant of the provisions of this Agreement shall operate as a waiver or a condition of the breach by the Applicant with the terms of this Agreement or any other right or remedy available to the Municipality, all of which rights are cumulative and be exercised independently or in combination by the Municipality. No alternative or modification of any of the provisions of this Agreement shall be binding unless the same be in writing and signed by the parties.
7. **COMPLIANCE:** The Applicant agrees to comply with and to conform to the requirements of every applicable statute, law, bylaw and order during its use or occupancy of the Lands, the Applicant agrees to comply with and conform to the requirements of every applicable statute, law, bylaw and order applicable to the ownership and development of the Lands and any buildings or other improvements erected thereon, and not to use nor permit the same to be used for any unlawful purpose.
8. **SEVERABILITY OF AGREEMENT:** If any covenant and/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.

SL

9. **LAW OF AGREEMENT:** This Agreement shall be governed and interpreted exclusively in accordance with the laws of the Province of Saskatchewan.
10. **EFFECTIVE DATE OF AGREEMENT:** The effective date of this Agreement shall be the date first above written, it being understood by the Applicant that the Lands shall not be effectively rezoned until this Agreement is registered as an Interest against the Lands.
11. **AMENDMENT OF AGREEMENT:** The Municipality, upon application by the person who entered into this Agreement pursuant to Section 69 of *The Planning and Development Act, 2007*, or any subsequent owner of the Lands, may vary the Agreement; enter into a new Agreement; or extend any time limit established in this Agreement.
12. **LIABILITY ON TERMINATION AND INDEMNITY:** In the event of termination of this Agreement the Municipality shall not be liable to the Applicant for any compensation, reimbursement or damages or account of profit or account of expenditures in connection with the Lands.
13. **ENUREMENT:** This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective heirs, executors, administrator, successors and assigns.
14. **REGISTRATION:** The Parties acknowledge that this Agreement is made pursuant to Section 69 of the Act. The Applicant, for and on behalf of the Municipality, agrees to register this Agreement as an Interest against the Lands and provide proof of same to the Municipality within 60 days of the signing of this Agreement. The Applicant agrees that at the time of the registration of the Interest, the Lands will be free and clear of all encumbrances save for those expressly permitted by the Municipality and such other encumbrances which are postponed and subordinated to the Municipality's Interest.
15. **COUNTERPARTS:** This Agreement may be signed in counterparts. Each counterpart will be an original document and all of the counterparts will constitute one instrument. Any faxes or electronic copy of a signature will be deemed to be an original signature until such time as an original signature has been received by the other party or parties to this Agreement.

JK

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.



THE TOWN OF PILOT BUTTE

Per: Nat Rao

Mayor  
Per: [Signature]  
Administrator

NEW ROCK DEVELOPMENTS.

Per: Cory Smorck

Developer  
[Signature]

[Signature]

**SCHEDULE "A"**

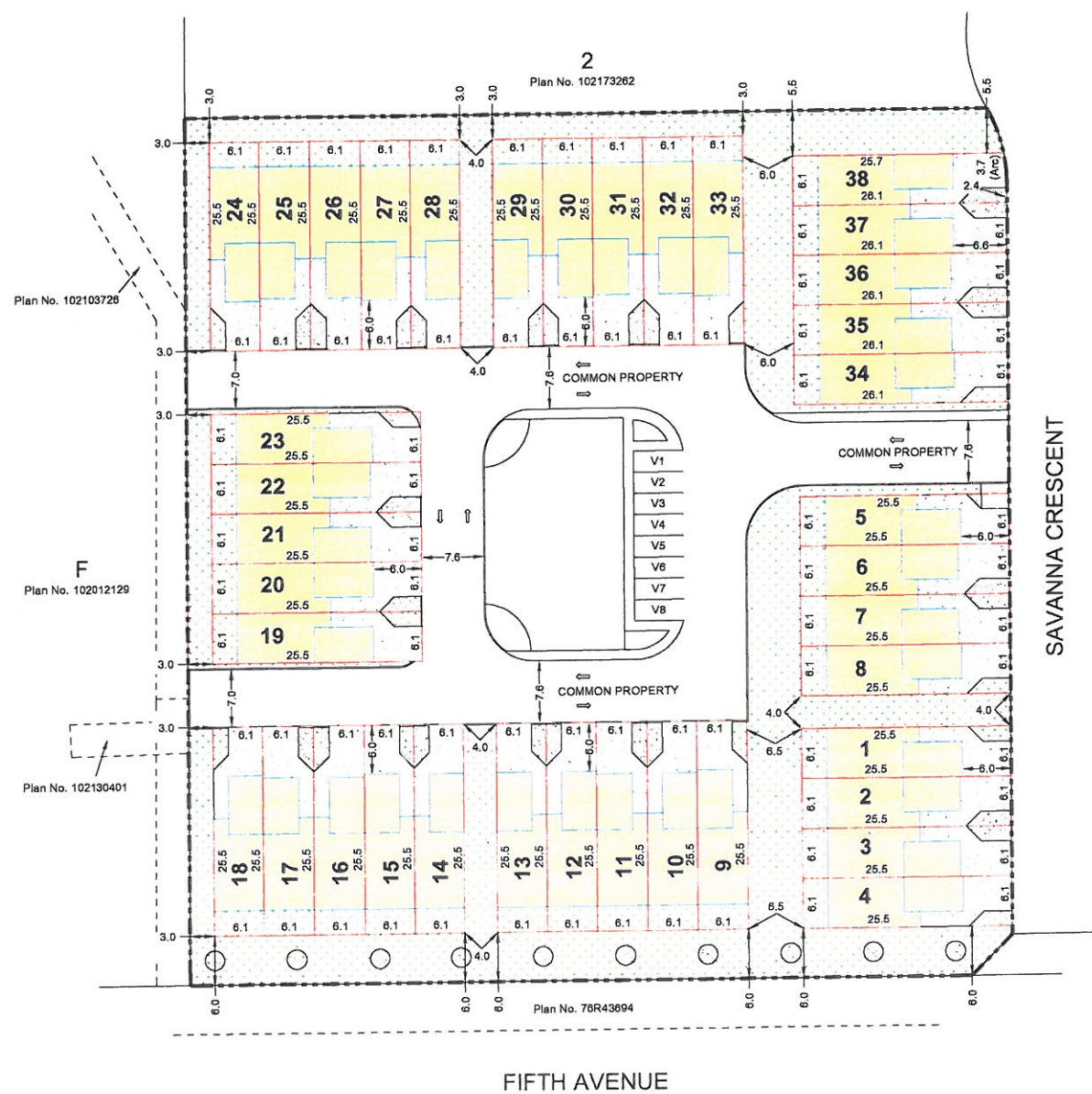
**Plan Showing – Proposed Bare Land Condominium**



SCHEDULE H



PROPOSED  
CONDOMINIUM DEVELOPMENT



SCHEDULE OF AREAS & UNIT FACTORS				
UNIT No.	UNIT FACTOR	APPROX. BUILDING AREA IN sq.m.	UNIT TYPE	SUITE NAME
1	269	161	Bare Land / Res	Dayton
2	248	147	Bare Land / Res	Brighton
3	248	147	Bare Land / Res	Brighton
4	260	161	Bare Land / Res	Dayton
5	260	161	Bare Land / Res	Dayton
6	248	147	Bare Land / Res	Brighton
7	248	147	Bare Land / Res	Brighton
8	260	161	Bare Land / Res	Dayton
9	260	161	Bare Land / Res	Dayton
10	248	147	Bare Land / Res	Brighton
11	248	147	Bare Land / Res	Brighton
12	260	161	Bare Land / Res	Dayton
13	260	161	Bare Land / Res	Dayton
14	260	161	Bare Land / Res	Dayton
15	260	161	Bare Land / Res	Dayton
16	267	169	Bare Land / Res	Dayton
17	267	169	Bare Land / Res	Dayton
18	260	161	Bare Land / Res	Dayton
19	260	161	Bare Land / Res	Dayton
20	260	161	Bare Land / Res	Dayton
21	267	169	Bare Land / Res	Dayton
22	267	169	Bare Land / Res	Dayton
23	260	161	Bare Land / Res	Dayton
24	260	161	Bare Land / Res	Dayton
25	267	169	Bare Land / Res	Dayton
26	267	169	Bare Land / Res	Dayton
27	260	161	Bare Land / Res	Dayton
28	260	161	Bare Land / Res	Dayton
29	260	161	Bare Land / Res	Dayton
30	260	161	Bare Land / Res	Dayton
31	248	147	Bare Land / Res	Brighton
32	248	147	Bare Land / Res	Brighton
33	260	161	Bare Land / Res	Dayton
34	260	161	Bare Land / Res	Dayton
35	248	147	Bare Land / Res	Brighton
36	248	147	Bare Land / Res	Brighton
37	260	161	Bare Land / Res	Dayton
38	260	161	Bare Land / Res	Dayton
TOTAL	10000	N/A		

Topography Schedule - P1		
Name	Surface Area	Coverage
Asphalt	1886.275 m²	18%
Building	3432.335 m²	32%
Concrete	1833.783 m²	15%
Landscape	3625.593 m²	34%
	10579.985 m²	100%

Parking Schedule - P1		
Count	Family and Type	
8	Parking Space: 2.6 x 60 - 90 deg	
Grand total: 8		

FLOOR AREA RATIO				
LOT SIZE:	2.61 ac	113091 m²	10962 m²	
BUILDING TYPE	FLOOR AREA (ft² PER BLDG)	GFA (ft²)	FAR PER BLDG	QTY
4-SUITE TOWNHOME	3885	3000	6885	0.061
6-SUITE TOWNHOME	4863	3710	8513	0.076
SITE FAR	0.98			

Site Information  
Lot Size: 2.61 ac (1.06 ha)  
Current Zoning: UR  
Required Zoning: R3 or CZ  
Total Buildings: 8  
Total Number of Suites: 38  
Total Parking Stalls Required: 1 Stall Per Dwelling Unit = 38  
Garage Stalls = 38  
Visitor = 8  
Actual Stalls = 84  
= 2.2 Stalls Per Suite

NOTES  
Setbacks shown to nearest foot and rounded  
Dimensions are in feet unless otherwise noted  
Unit boundaries are shown from 1/4" = 1' scale  
Visitor parking spaces are shown as common property and are designated V1, V2 etc.  
All areas are designed as paved areas in lot for use as parking/visitor property.  
Area 1 to 34 approved for use shown with a bold dashed line when options 1, 2 and 3 are used.

PILOT BUTTE, SASKATCHEWAN

PLAN OF SURVEY  
SHOWING  
PROPOSED BARE LAND CONDOMINIUM  
OF ALL OF  
PARCEL 1, PLAN NO. 203040526  
WITHIN THE  
SE 1/4 SEC 4 TWP 18 RGE 18 W2M  
SASKATCHEWAN  
2014

Drawn: 25 Nov 2014  
Job No: 14A00005  
File No: 14A00005-S

GLOBAL RAYMAC SURVEYS INC.  
124, 1310 Kingsway Avenue SE - Medicine Hat, Alberta T1A 2T4  
Ph: 403.838.8008 www.globalraymac.ca

REVISION  
Surveyed by: \_\_\_\_\_  
Drawn by: BIR  
Checked by: JIR

SP



**SCHEDULE "B"**

**Reference Land Description:**

Parcel E, Plan No. 101944122, S/W ¼ Sec. 4 Twp. 18 Rge. 18 W2 Meridian  
Pilot Butte, Saskatchewan

*LS*

**SCHEDULE "C"**

**Townhouse Design**



SCHEDULE "C"



SK



**SCHEDULE "D"**

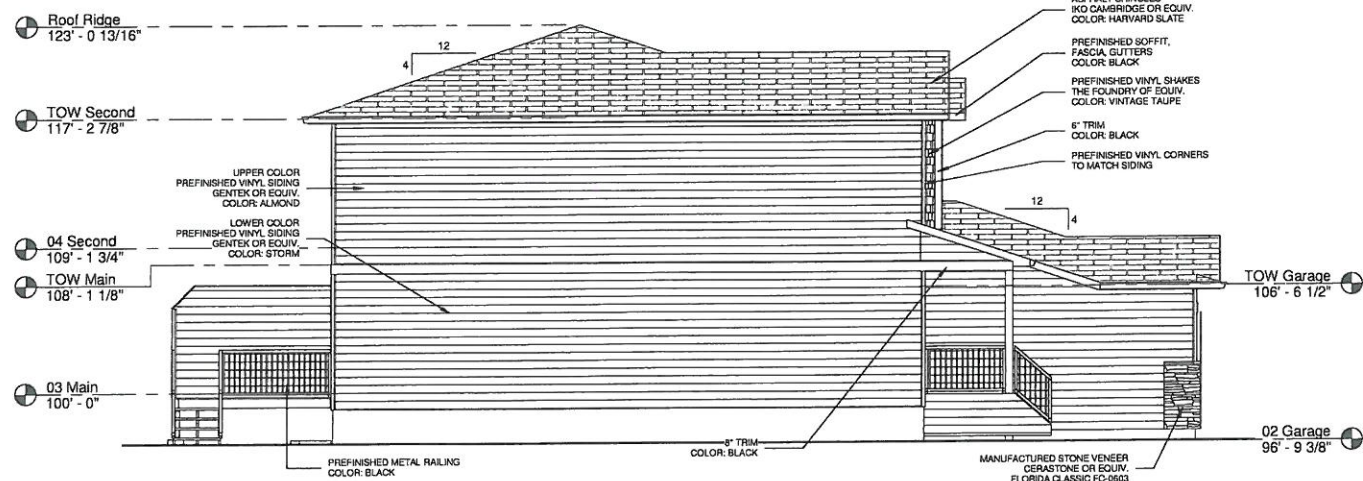
**Front, Rear and Side Elevations**

SR

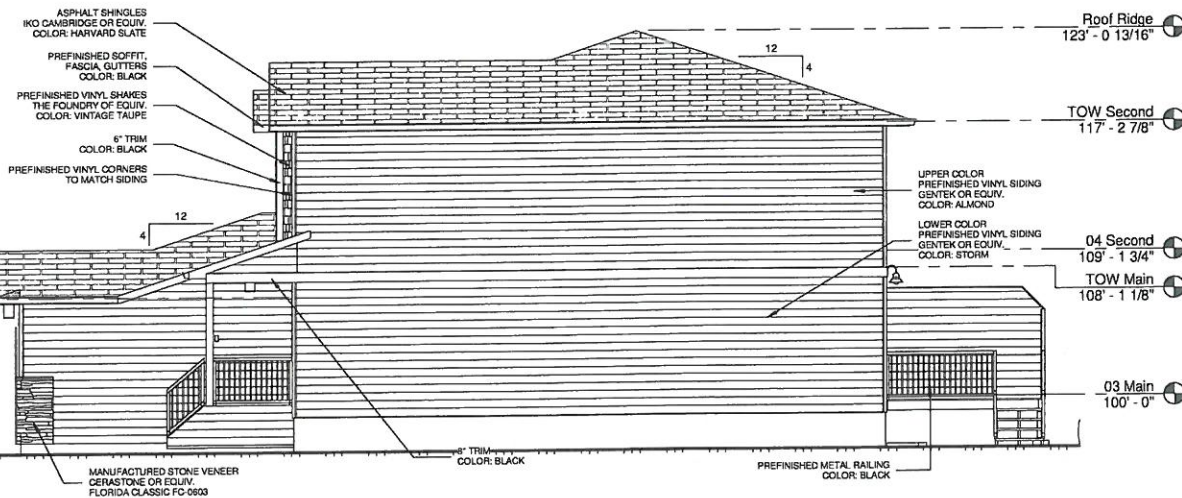
# SCHEDULE "D"



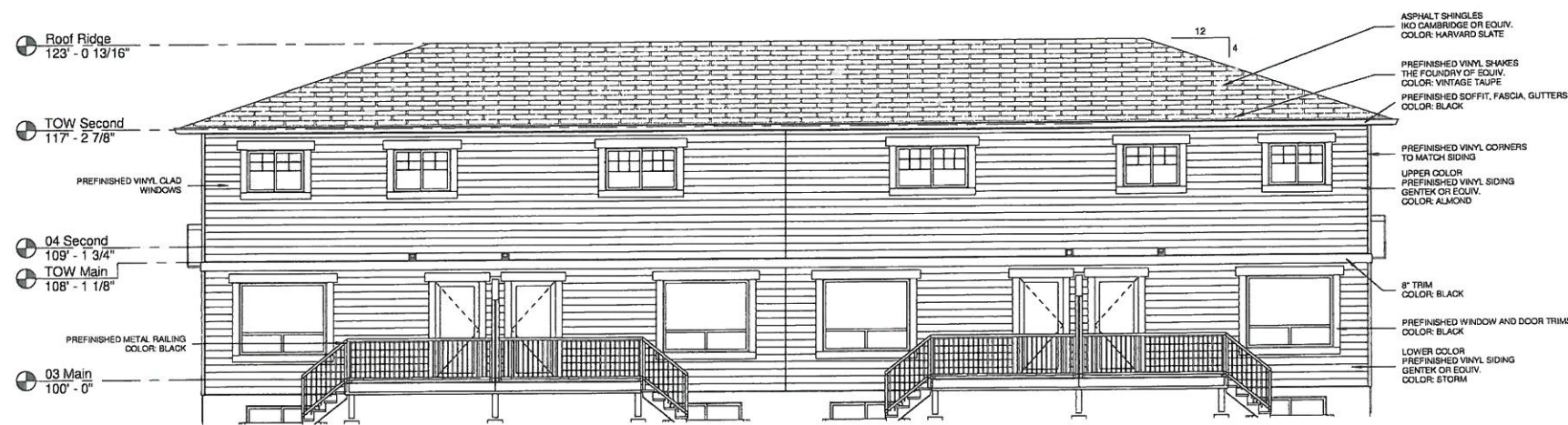
1 Front Elevation  
3/16" = 1'-0"



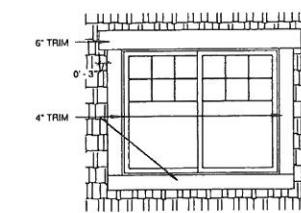
2 Left Elevation  
3/16" = 1'-0"



3 Right Elevation  
3/16" = 1'-0"



4 Rear Elevation  
3/16" = 1'-0"



5 Typical Window Trim Detail  
3/8" = 1'-0"

All drawings, designs and related documents are the property of NewRock Developments Inc. and are protected by copyright. A fee must be returned upon request. Reproduction of drawings and documents in part or in whole is forbidden without the permission of NewRock Developments Inc. Drawings and documents are to be used only for the purpose for which they are issued.

Drawings are not to be used for construction until reviewed and approved by the Authority Having Jurisdiction. This Authority, based on applicable codes, may require revisions and/or additions and this may result in extra costs. These costs are unforeseen and therefore are the responsibility of the Owner and/or Contractor.

NewRock Developments Inc. reserves the right to make modifications to building and/or property design and modifications to specifications and/or features should they be necessary to maintain local building code requirements.

1	Permit Submission	2014-09-12
No.	Description	Date

**NEWROCK**  
DEVELOPMENTS

471 Industrial Ave. SE  
Medicine Hat, Alberta, T1A 3L5  
Office: 403.529.1023 Fax: 403.529.1059

FOR  
Savanna Heights - Building 100

PROJECT  
4 Suite Townhouse  
2 Savanna Crescent, Pilot Butte, SK

DRAWING TITLE  
Elevations

DRAWN BY: SDR	CHECKED: ---
SCALE: AS SHOWN	ORIGINAL SIZE: ARCH-D 36" x 24"
JOB NO.	DATE: 09/04/14
DWG NO. A200	REV. SHEET:

Permit Submission

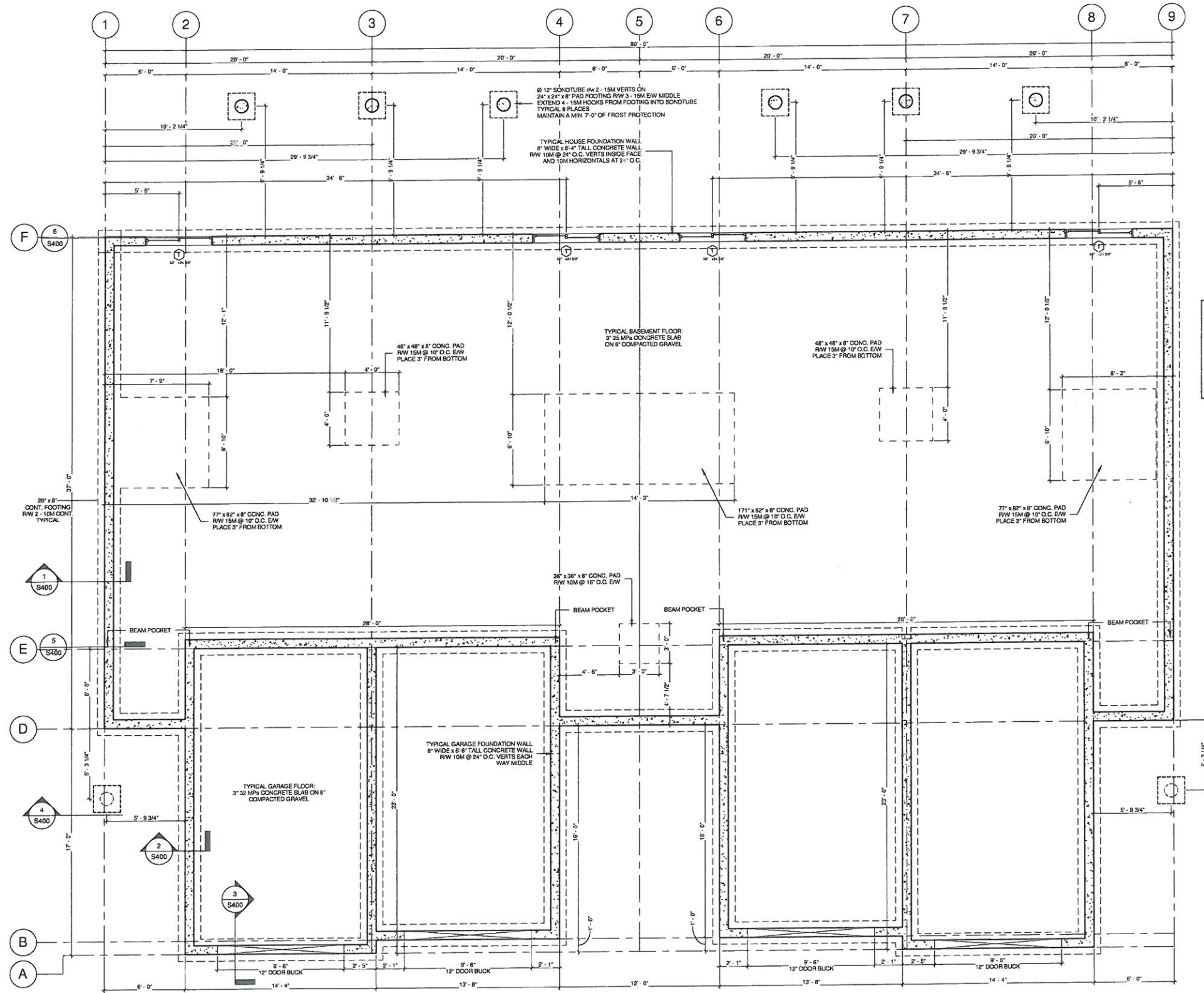
58

**SCHEDULE "E"**

**Garage Dimensions**



# SCHEDULE "E"



① 01 Foundation Plan  
1/4" = 1'-0"

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NewRock Developments Inc. reserves the right to make modifications to building and/or property design and modifications to specifications and/or features should they be necessary to maintain local building code requirements.



FOR FOUNDATION DESIGN ONLY

Association of Professional Engineers & Geoscientists  
of Saskatchewan  
**CERTIFICATE OF AUTHORIZATION**  
Rempel Engineering & Management Ltd.  
Number C1122  
Permission to Consult held by:  
Discipline: Structural St. Reg. No. 09382 Signature: [Signature]

No.	Description	Date
1	Permit Submission	2014-09-12

**NEWROCK DEVELOPMENTS**  
673 Industrial Ave. SE  
Medicine Hat, Alberta, T1A 3L5  
Office: 403.529.1023 Fax: 403.529.1059

FOR  
Savanna Heights - Building 100

PROJECT  
4 Suite Townhouse  
2 Savanna Crescent, Pilot Butte, SK

DRAWING TITLE  
Foundation Plan

DRAWN BY: SDR	CHECKED: SU
SCALE: AS SHOWN	ORIGINAL SIZE: ARCH-D 36" x 24"
JOB NO.	DATE: 09/04/14
DWG NO. <b>S100</b>	REV. SHEET:

Permit Submission

SK

**SCHEDULE "F"**

**Landscaping**



SCHEDULE "F"



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Drawings are not to be used for construction until reviewed and approved by the Authority Having Jurisdiction. The Authority, based on applicable codes, may require revisions and/or additions and this may result in extra costs. These costs are unforeseen and therefore are the responsibility of the Owner and/or Contractor.

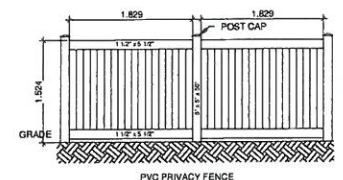
NewRock Developments Inc. reserves the right to make modifications to building and/or property design and modifications to specifications and/or features should they be necessary to maintain local building code requirements.

- BIKE RACK
- GARBAGE BIN
- IRRIGATED GRASS
- MULCH BED

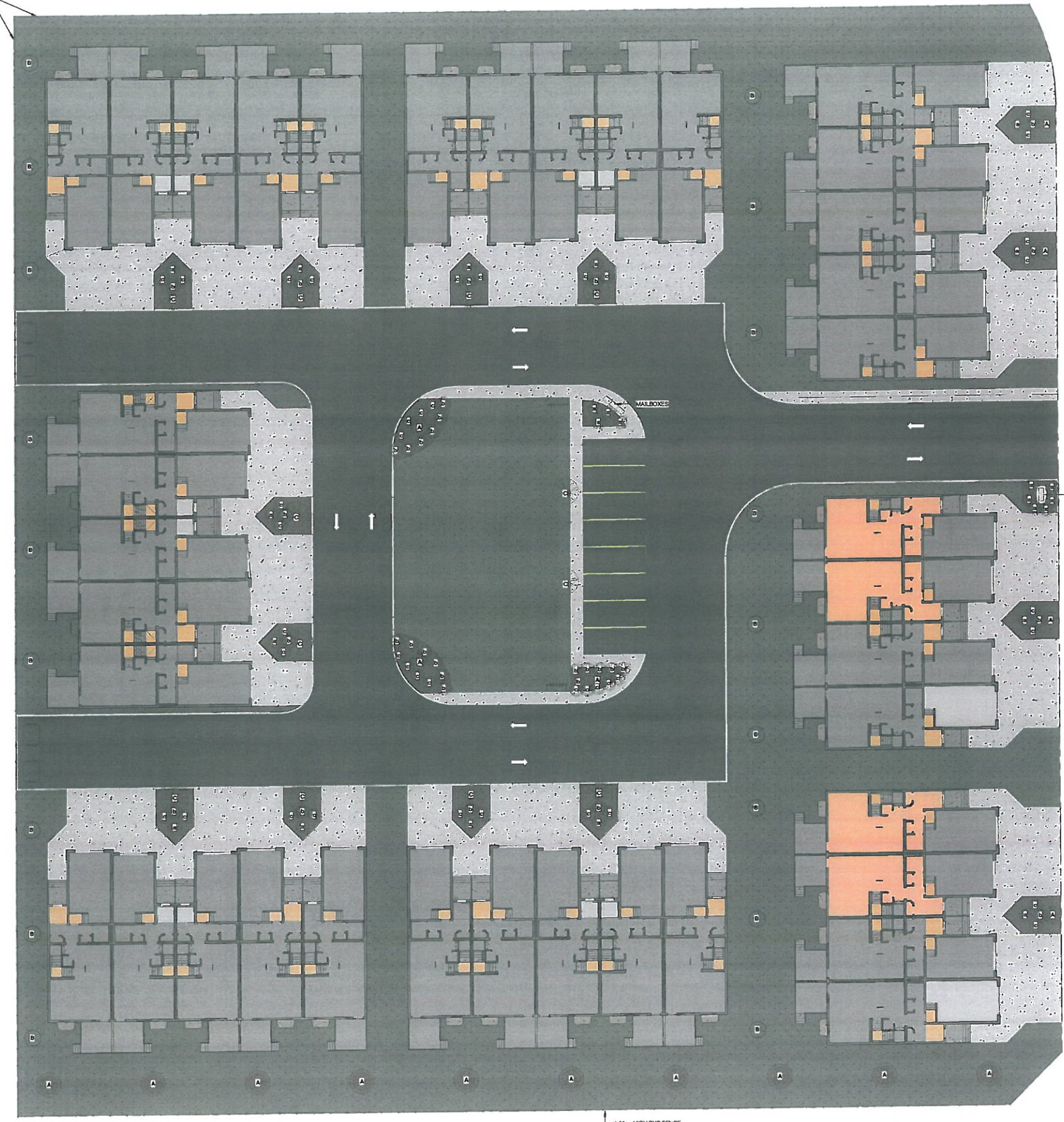
Landscaping Quantities		
Description	Projected Area	% of Landscaped Area
Irrigated Grass	3278.954 m <sup>2</sup>	80%
Mulch Bed	345.529 m <sup>2</sup>	10%
	3625.593 m <sup>2</sup>	100%

MIN. LANDSCAPING REQUIREMENTS		
DESCRIPTION	REGINA LUB	ACTUAL
MIN. TOTAL SITE LANDSCAPING REQUIRED	35%	35%
TREE QUANTITY	1 PER 40m <sup>2</sup> LANDSCAPED AREA = 93	47
SHRUB QUANTITY	1 PER 20m <sup>2</sup> LANDSCAPED AREA = 186	97

Planting Schedule - P1			
Count	Type Mark	Botanical Name	Common Name
24	a	Juniperus scopulorum	Rocky Mountain Juniper
32	b	Potentilla fruticosa 'Abbotswood'	Abbotswood Potentilla
41	c	Spiraea trilobata	Three Lobed Spirea
97			
17	A	Fraxinus pennsylvanica 'Prairie Spirit'	Prairie Spirit Ash
18	B	Picea pungens	Colorado Spruce
12	C	Syringa reticulata	Japanese Lilac Tree
47			
144			



Fence Detail  
1 : 50



Landscape - Parcel 1  
1 : 200

1 7.60m Roadway Width Revision 2014-06-16

No. Description Date

**NEWROCK**  
DEVELOPMENTS  
471 Industrial Ave. SE  
Medicine Hat, Alberta, T1A 3L5  
Office: 403.529.1023 Fax: 403.529.1059

FOR  
Savanna Heights

PROJECT  
Savanna Heights  
Pilot Butte, SK

DRAWING TITLE  
Landscape Plan

DRAWN BY: SDR	CHECKED: ---
SCALE: AS SHOWN	ORIGINAL SIZE: ARCH-D 36" x 24"
JOB NO.	DATE: 12/04/13
DWG NO. L101	REV SHEET:

Revised 2014-11-17

SK



# **TOWN OF PILOT BUTTE**

## **BYLAW NO. 14-2017**

A bylaw to amend Bylaw No. 10-2007 known as the Zoning Bylaw.

Pursuant to subsection 46(3) and section 69 of *The Planning and Development Act*, 2007, the Council of the Town of Pilot Butte, in the Province of Saskatchewan, enacts to amend Bylaw No. 10-2007 as follows:

1. The zoning map is amended by rezoning Blk/Par 2, Plan No. 102173262 Ext 0, SW ¼ 4-18-18-W2M, from R3 - Residential Multi Family District to R3-CZ - Residential Multi Family Contract Zone. The land to be rezoned is shown on the attached map; the terms of the contract are included in the attached agreement. Both the map and the agreement form part of this bylaw.

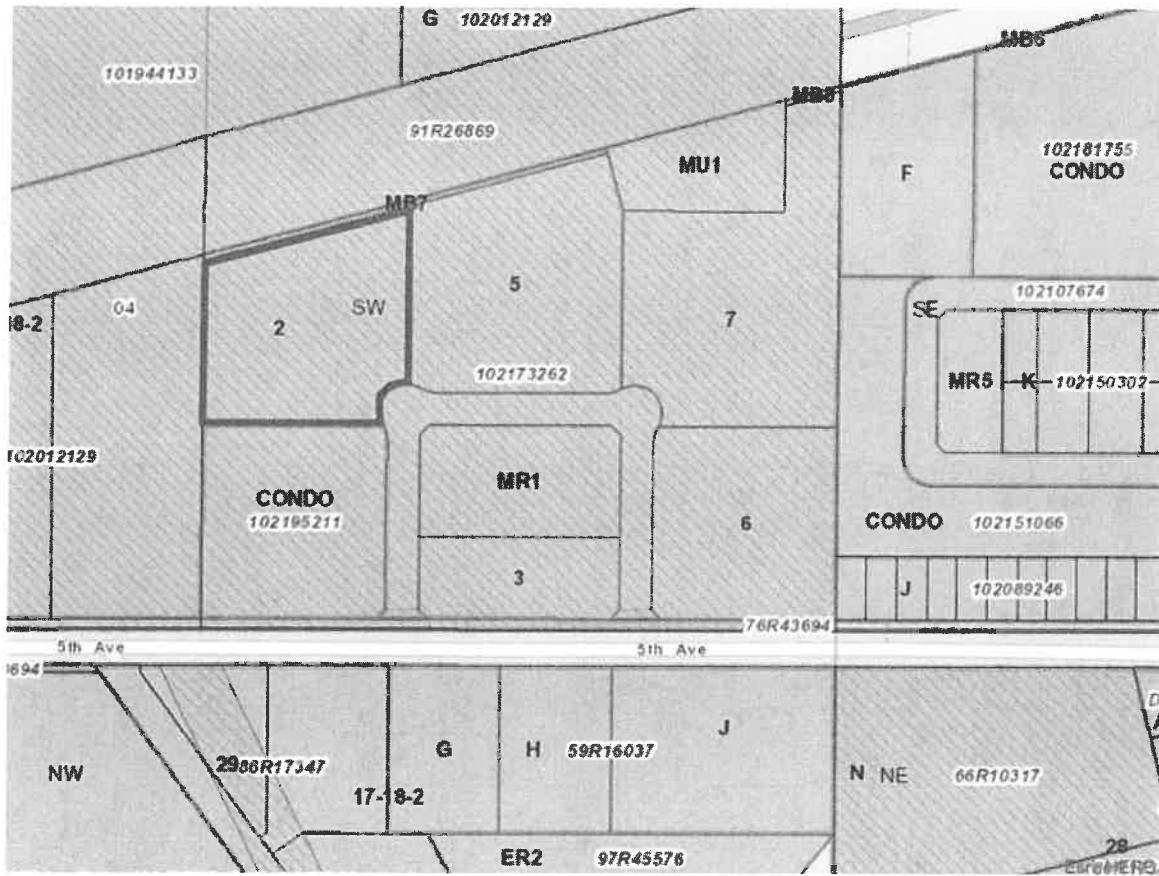
\_\_\_\_\_  
Mayor

SEAL

\_\_\_\_\_  
Administrator

Certified a true copy of Bylaw No. 14-2017 passed  
by resolution of the Council of the Town of Pilot Butte  
on the 5th day of June, 2017

\_\_\_\_\_  
Administrator



## CONTRACT ZONING AGREEMENT

This Agreement made this 17 day of July, 2017

### BETWEEN:

#### THE TOWN OF PILOT BUTTE

PO Box 253  
Pilot Butte, SK  
SOG 3Z0

(hereinafter referred to as the "Municipality")

- and -

#### NEWROCK DEVELOPMENTS

671 Industrial Avenue  
Medicine Hat, AB.  
T1A 3L5

(hereinafter referred to as the "Developer")

### WHEREAS:

- A. Official Community Plan Bylaw No. 11-2014 of the Municipality, an approved Official Community Plan as contemplated in Section 69 of *The Planning and Development Act, 2007* (the "Act"), contains guidelines applicable to rezoning through agreement;
- B. The "Lands" are legally described as Parcel 2, Plan No. 102173262, SW ¼ 4-18-18-W2M in the Town of Pilot Butte, Saskatchewan;
- C. The Applicant has applied to the Municipality to have the Lands rezoned from R3-Residential Multi-Family to R3-CZ-Residential Multi-Family Contract Zone, to allow for the development of the proposed subdivision and the proposed land uses as specified in this agreement and described in Schedule "A" and Schedule "B" attached hereto ("Land Uses and Development Standards" and "Plan Showing Proposed Bare Land Condominium", respectively); and
- D. The parties wish to enter into this Agreement in accordance with Section 69 of the Act.

**NOW THEREFORE IT IS AGREED THAT** in consideration of the Municipality rezoning said lands, to permit the carrying out of the specified Plan Showing Proposed Bare Land Condominium by the Applicant, the Applicant hereby agrees that:

#### 1. DEFINITIONS:

In this Agreement,

- a. **Detached** shall mean structurally detached from the principal residence and any other accessory building
- b. **Dwelling Group** shall mean a group of two or more detached one-unit dwellings, two unit dwellings or multiple unit dwellings or combinations thereof occupying the same site.

- c. **Dwelling, Multiple Unit** shall mean a building divided into three or more dwelling units as herein defined and shall include town or row houses and apartment dwellings but not hotels or motels.
  - d. **Dwelling, Two-Unit** shall mean a building divided into two separate dwelling units on the same site but not including single detached dwellings, which contain a secondary suite as defined herein.
  - e. **Plan Showing Proposed Bareland Condominium** shall mean the Plan Showing Proposed Bareland Condominium attached hereto in Schedule B delineating, amongst other things, the Subdivision Area.
2. **INTERPRETATION:** The recitals and schedules appended to this Agreement are incorporated by reference into and form an integral part of this Agreement. This Agreement, including the recitals and schedules hereto shall be read and construed according to the ordinary and usual meaning of the words used herein, save for those words and phrases defined in this agreement or in the Municipality's Zoning Bylaw No. 10-2007 (the "Zoning Bylaw"), as amended from time to time. Where a word or phrase is defined in both this agreement and the Zoning Bylaw, the definition in this agreement shall take precedence.
3. **THE APPLICANT'S PROPOSAL:** Pursuant to the Plan Showing Proposed Bare Land Condominium, the Applicant proposes to construct townhouse buildings on the Lands as shown in Schedule "B" attached hereto.
4. **TERMS AND CONDITIONS:** For the purposes of the Zoning Bylaw, this Agreement including the attached Schedules "A", "B", "C", "D", "E" and "F" shall govern the development of the land for all components identified and replace the otherwise applicable provisions of the Zoning Bylaw. Any development requirement not covered by this Agreement or shown on the Schedules shall be governed by the applicable general provisions of the Zoning Bylaw.
5. **DEVELOPMENT:** The Applicant shall develop the Lands and Buildings in accordance with the provisions of this Agreement and attached Schedules and shall not use, or develop, or cause or permit the use or development of the Lands or buildings placed thereon except in accordance with the provisions of this Agreement.
6. **ENTIRE AGREEMENT:** This Agreement contains the entire and only Agreement between the parties respecting the subject matter hereof. Any representations, promise or condition in connection therewith, not incorporated herein, shall not be binding upon the parties.
7. **NO WAIVER:** No delay, refusal or omission by the Municipality in enforcing conformance by the Applicant of the provisions of this Agreement shall operate as a waiver or a condition of the breach by the Applicant with the terms of this Agreement or any other right or remedy available to the Municipality, all of which rights are cumulative and be exercised independently or in combination by the Municipality. No alternative or modification of any of the provisions of this Agreement shall be binding unless the same be in writing and signed by the parties.
8. **COMPLIANCE:** The Applicant agrees to comply with and to conform to the requirements of every applicable statute, law, bylaw and order during its use or occupancy of the Lands, the

Applicant agrees to comply with and conform to the requirements of every applicable statute, law, bylaw and order applicable to the ownership and development of the Lands and any buildings or other improvements erected thereon, and not to use nor permit the same to be used for any unlawful purpose.

9. **SEVERABILITY OF AGREEMENT:** If any covenant and/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.
10. **LAW OF AGREEMENT:** This Agreement shall be governed and interpreted exclusively in accordance with the laws of the Province of Saskatchewan.
11. **EFFECTIVE DATE OF AGREEMENT:** This Agreement will come into effect when registered on title for the Lands. It being understood by the Applicant that the Lands shall not be effectively rezoned until Bylaw No. xx and this Agreement are registered as an Interest against the Lands.
12. **AMENDMENT OF AGREEMENT:** The Municipality, upon application by the person who entered into this Agreement pursuant to Section 69 of *The Planning and Development Act, 2007*, or any subsequent owner of the Lands, may vary the Agreement; enter into a new Agreement; or extend any time limit established in this Agreement.
13. **LIABILITY ON TERMINATION AND INDEMNITY:** In the event of termination of this Agreement the Municipality shall not be liable to the Applicant for any compensation, reimbursement or damages or account of profit or account of expenditures in connection with the Lands.
14. **ENUREMENT:** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrator, successors and assigns.
15. **REGISTRATION:** The Parties acknowledge that this Agreement is made pursuant to Section 69 of the Act. The Applicant, for and on behalf of the Municipality, agrees to register this Agreement as an Interest against the Lands and provide proof of same to the Municipality within 60 days of the signing of this Agreement. The Applicant agrees that at the time of the registration of the Interest, the Lands will be free and clear of all encumbrances save for those expressly permitted by the Municipality and such other encumbrances, which are postponed and subordinated to the Municipality's Interest.
16. **COUNTERPARTS:** This Agreement may be signed in counterparts. Each counterpart will be an original document and all of the counterparts will constitute one instrument. Any faxes or electronic copy of a signature will be deemed to be an original signature until such time as an original signature has been received by the other party or parties to this Agreement.

**29.0 SCHEDULES**

29.1 This Contract Zoning Agreement shall be comprised of everything herein, including schedules.

29.2 The following Schedules form part of the servicing agreement

**SCHEDULE A – Land Uses and Development Standards**

**SCHEDULE B – Plan Showing Proposed Bareland Condominium**

**SCHEDULE C – Site Plan**

**SCHEDULE D – Townhouse Design**

**SCHEDULE E – Front, Rear and Side Elevations**

**SCHEDULE F – Garage Dimensions**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first written above.

**THE TOWN OF PILOT BUTTE**

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

**Mayor**

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

**Administrator**

**NEWROCK DEVELOPMENTS.**

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

**Developer**

## **SCHEDULE "A"**

### **LAND USES AND DEVELOPMENT STANDARDS**

#### **1. Permitted Uses:**

- a. Dwelling groups

#### **2. Site Standards:**

- a. Minimum Site Requirements for dwelling groups:

Site Area (per unit)	470 square metres
Site Frontage	15 metres
Front yard setback	3.0 metres
Rear yard setback	3.0 metres
Side yard setback	1.2 metres

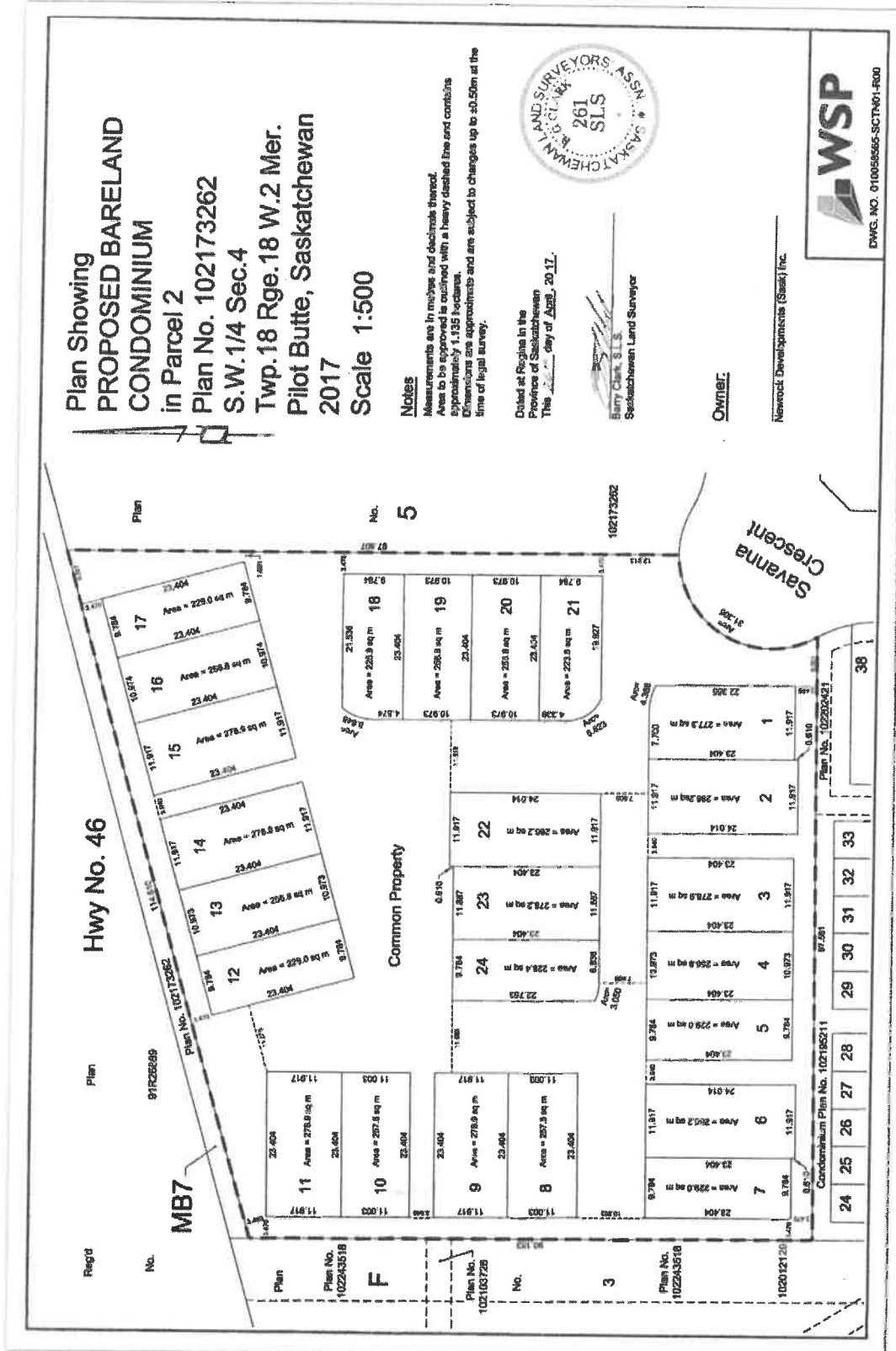
#### **3. The following additional standards for dwelling groups will apply:**

- a. The size and location of the development will be consistent with the capacity of the street to handle the added development. The development will not cause excessive traffic to pass through existing low-density residential areas.
- b. The density of a dwelling group will not be significantly different from development with single principal buildings on subdivided sites.
- c. Building separations shall meet the standards for similar residential structures on separate parcels.
- d. To provide a total separation between buildings where two rows of dwelling groups are fronting onto the same internal roadway, a minimum requirement of 7.5 metres of internal roadway, and in the case where parking is provided in a garage, that the building be set back a minimum of 3 metres from the edge of the driveway.

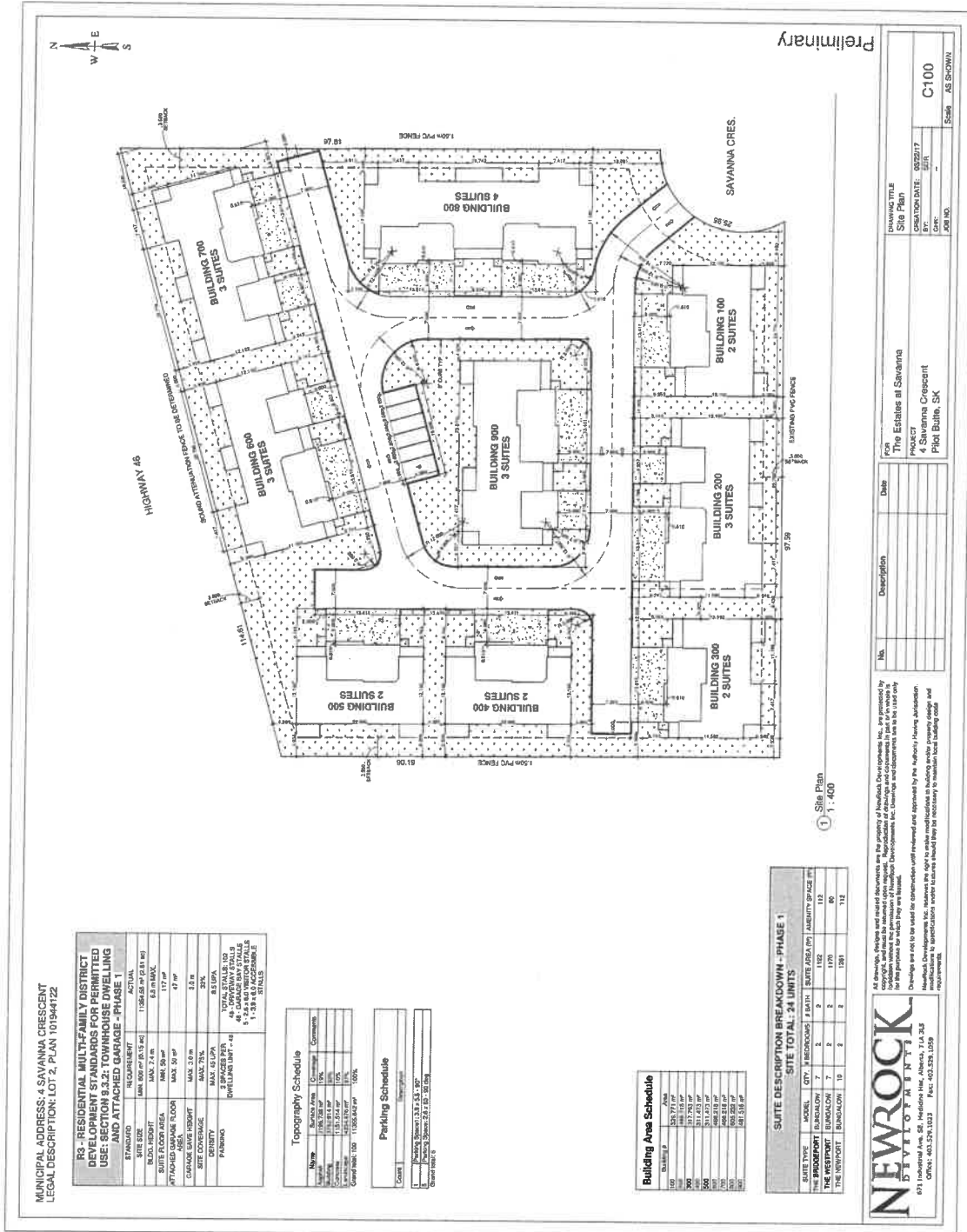


# SCHEDULE "B"

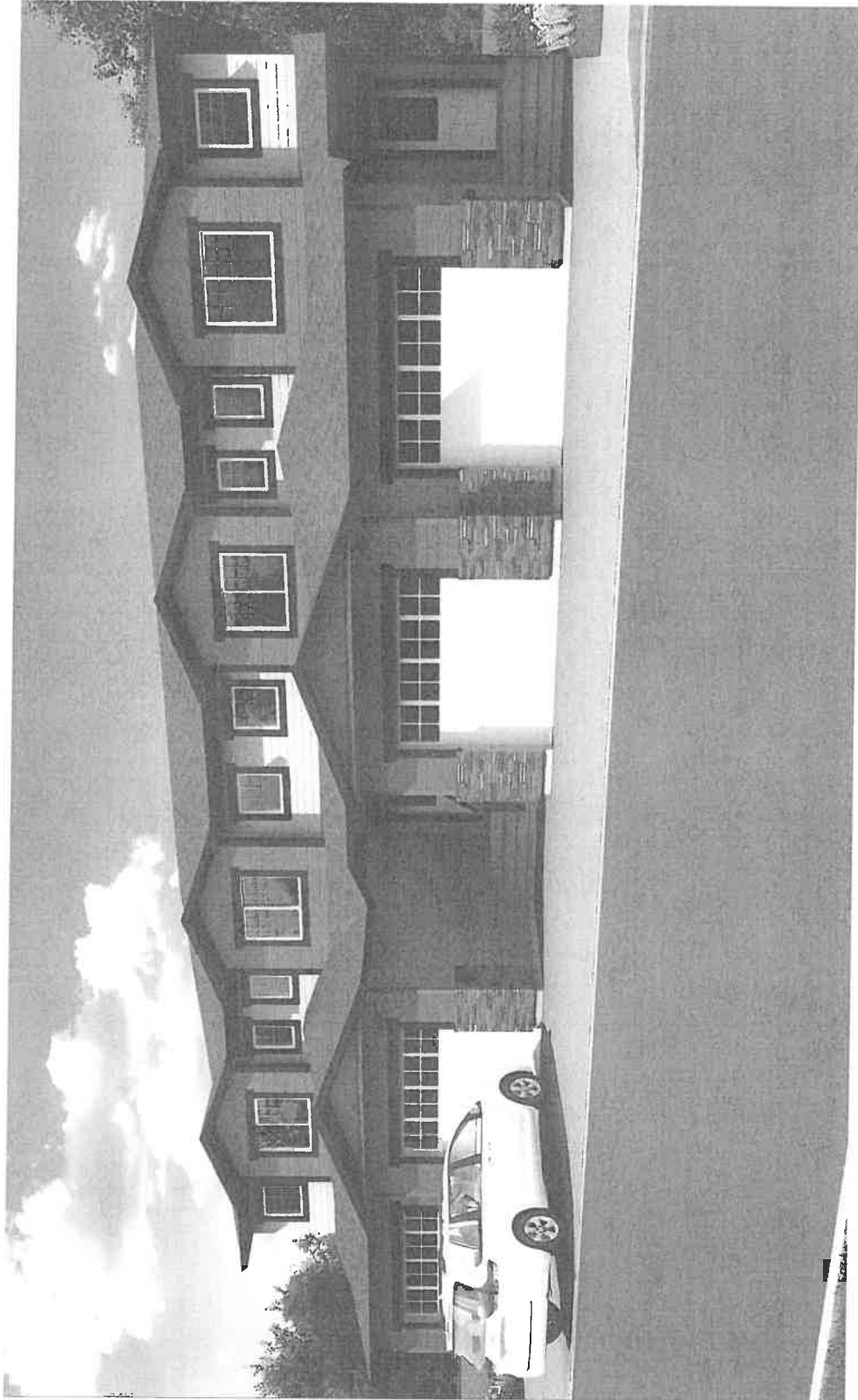
## PLAN SHOWING PROPOSED BARELAND CONDOMINIUM



## SITE PLAN

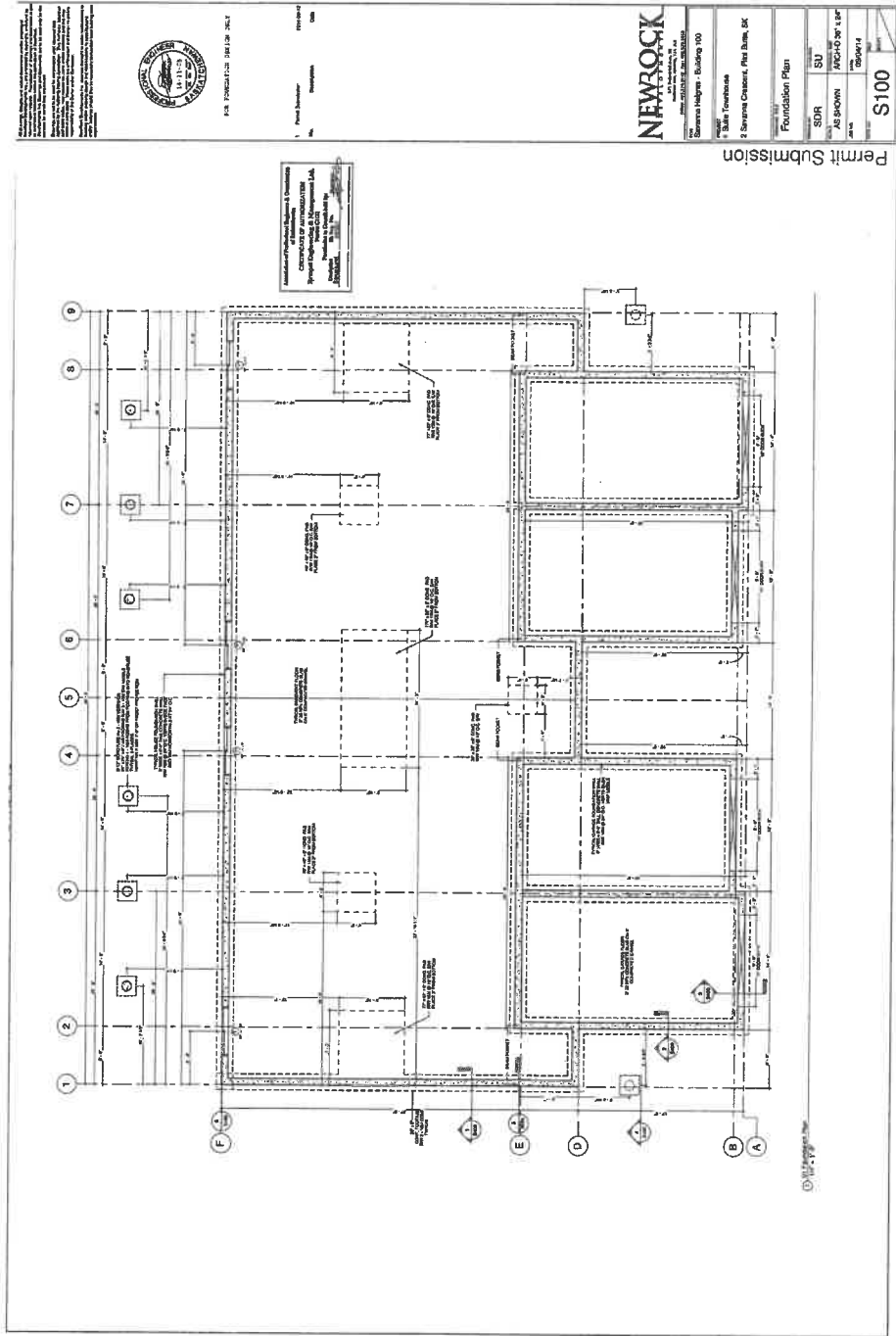


**SCHEDULE "D"**  
**TOWNHOUSE DESIGN**



## FRONT, REAR AND SIDE BUILDING ELEVATIONS

# **SCHEDULE "F"** **GARAGE DIMENSIONS**




**APPENDIX B**  
**ZONING DISTRICT MAP**

Town of Pilot Butte  
SASKATCHEWAN

ZONING DISTRICT MAP

ZONING DISTRICTS

- (R1) LOW DENSITY RESIDENTIAL
- (R1A) SINGLE DETACHED RESIDENTIAL
- (R2) LARGE LOT RESIDENTIAL
- (R3) MULTIPLE UNIT RESIDENTIAL
- (RMH) MANUFACTURED/MOBILE HOME RESIDENTIAL
- (C1) CORE COMMERCIAL
- (C2) HIGHWAY COMMERCIAL
- (C3) HIGHWAY COMMERCIAL/INDUSTRIAL
- (M) INDUSTRIAL
- (CS) COMMUNITY SERVICE
- (UH) URBAN HOLDING
- (CZ) CONTRACT ZONING

 HOLDING DESIGNATION (H)  
- pursuant to 3.12 of Zoning Bylaw  
(see Appendix "C")

• This is the Zoning District Map which  
accompanies Bylaw Number \_\_\_\_\_  
adopted by the Town of Pilot Butte.

Mayor \_\_\_\_\_

Administrator \_\_\_\_\_

• Approved on the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_

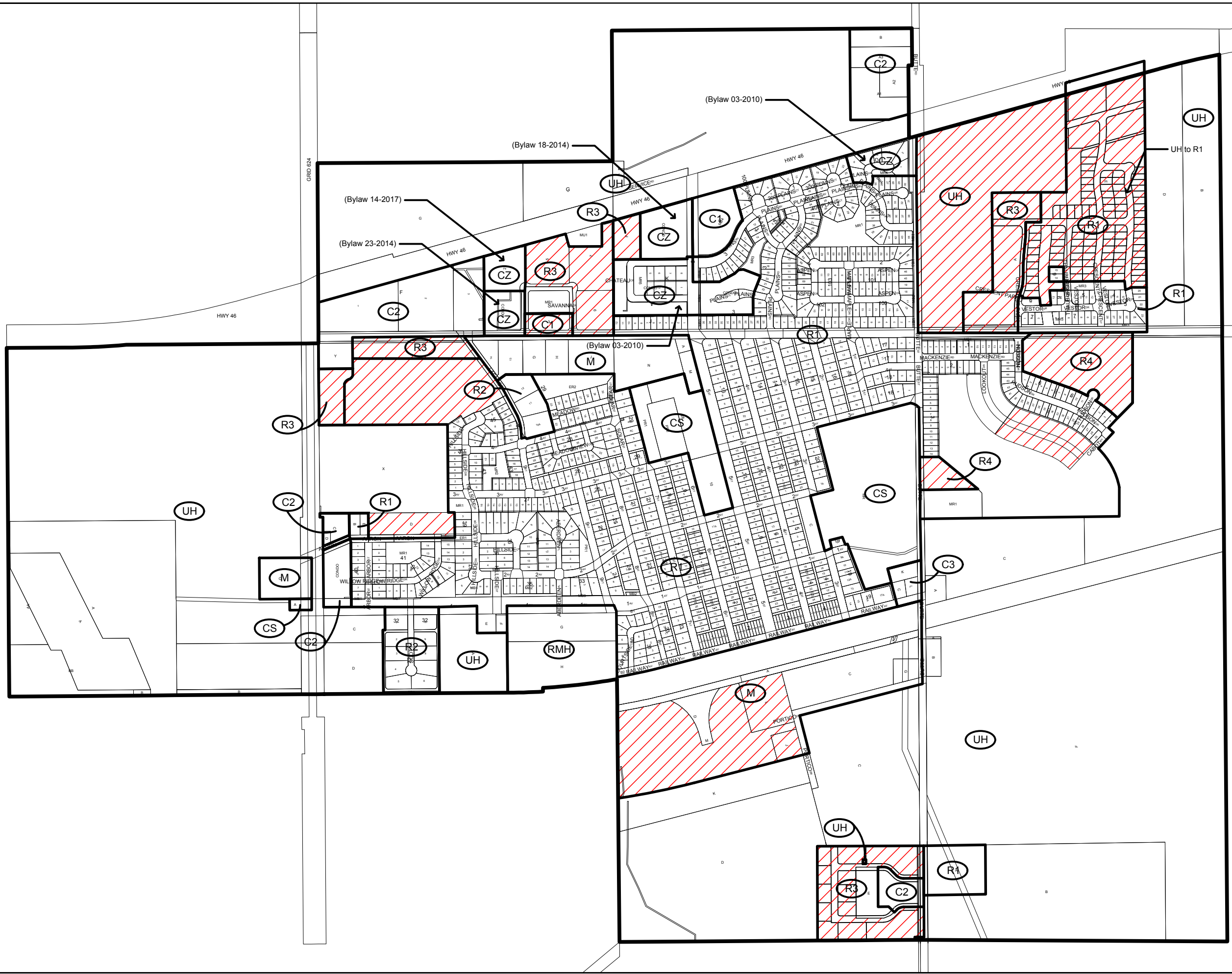
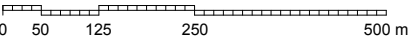
Minister  
Saskatchewan Government Relations

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COMMUNITY PLANNING F (306) 652-9613



DATE  
November-2017  
PROJECT NO.  
CHA 16059



## **APPENDIX C LANDS WITH HOLDING DESIGNATION**

Pursuant to Section 16.16 of the Official Community Plan and Section 3.12 of this Bylaw, the following properties shall be zoned to a “H” Holding provision:

- Lots 13 to 24, Block 4
- Lots 12 to 24, Block 5
- Parcel F
- Parcel G

As shown on the Plan of Proposed Subdivision dated May 22, 2012.

- Lots 14 to 33, Block 44
- Lots 11 to 35, Block 45
- Lots 1 to 16, Block 46
- Parcel A
- Parcel B
- Parcel C

As shown on the Plan of Proposed Subdivision dated May 9, 2012

- Parcel 3
- Parcel 5
- Parcel 6
- Parcel 7

As shown on the Plan of Proposed Subdivision dated November 27, 2013

- Lots 1 to 14, Block 1
- Lots 1 to 14, Block 2
- Lots 1 to 19, Block 3
- Lots 1 to 8, Block 4
- Lots 13 to 20, Block 4
- Lots 1 to 8, Block 5
- Lots 13 to 20, Block 5
- Lots 1 to 10, Block 6
- Lots 16-21, Block 6
- Parcel N
- Parcel M
- Parcel L
- Parcel K
- Parcel H
- Parcel J
- Parcel F
- Parcel G

As shown on the Plan of Proposed Subdivision dated September 16, 2013



- Parcel F

As shown on the Plan of Proposed Subdivision dated November 15, 2010

Parcel A

- Parcel H
- Parcel J
- Parcel K
- Parcel N

As shown on the Plan of Proposed Subdivision dated March 25, 2014

- SW-3-18-18-W2
- Parcel K, Plan 102031816
- Parcel D, Plan 88R56182