



BYLAW NO. 01-2025

A BYLAW TO AMEND BYLAW NO. 1-2019 KNOWN AS THE ZONING BYLAW UNDER SUBSECTION 46(3) OF *THE PLANNING AND DEVELOPMENT ACT, 2007*.

The Council for the Town of Foam Lake, in the Province of Saskatchewan, enacts to amend Bylaw No. 1-2019 as follows:

1. The Zoning District Map is amended by rezoning the following lots: Lot 38 Block 02, Plan No. 101789938, Lot 12 Block 2 Plan No. M4060, Lot 13 Block 2 Plan No. M4060, Lot 14 Block 02 Plan No. M4060, Lot 15 Block 02 Plan No. M4060, Lot 40 Block 02 Plan No. 101789961 Ext 9, Lot 16 Block 02 Plan No. M4060 Ext 2 and Lot 39 Block 02 Plan No. 101789983 Ext 3 from C1 – Downtown Commercial District to M – Industrial District as shown in bold on Sketch “A” below;
 2. That Lots 38 Block 02, Plan No. 101789938, Lot 12 Block 2 Plan No. M4060, Lot 13 Block 2 Plan No. M4060, Lot 14 Block 02 Plan No. M4060, Lot 15 Block 02 Plan No. M4060, Lot 40 Block 02 Plan No. 101789961 Ext 9, Lot 16 Block 02 Plan No. M4060 Ext 2 and Lot 39 Block 02 Plan No. 101789983 Ext 3 be subject to the provisions of the Agreement attached as Appendix “B” to this Bylaw.
1. This Bylaw shall come into force and take effect when adopted by Council.




MAYOR


CHIEF ADMINISTRATIVE OFFICER

Read a first time January 14, 2025
Read a second time February 11, 2025
Read a third time and adopted



Certified a true copy of Bylaw 01-2025,
Adopted on the 11th day of February, 2025.


Chief Administrative Officer



Appendix "B"

CONTRACT ZONING AGREEMENT

This Agreement made effective this 14 day of March ~~February~~, 2025.

BETWEEN:

The Town of Foam Lake, a municipal corporation in the Province of Saskatchewan, ("the Town")

and

Jonny Coupland, operating as Northome Comfort Windows, located in the Town of Foam Lake, in the Province of Saskatchewan ("the Owner")

WHEREAS:

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

- Lot 38 Block 02, Plan No. 101789938
- Lot 12 Block 2, Plan No. M4060
- Lot 13 Block 2, Plan No. M4060
- Lot 14 Block 02, Plan No. M4060
- Lot 15 Block 02, Plan No. M4060
- Lot 40 Block 02, Plan No. 101789961 Ext 9
- Lot 16 Block 02, Plan No. M4060 Ext 2
- Lot 39 Block 02, Plan No. 101789983 Ext 3

(referred to as the "Land")

B. The Town has an approved Official Community Plan, which, pursuant to Section 69 of The Planning and Development Act, 2007, contains guidelines respecting the entering into of agreements for the purpose of accommodating requests for the rezoning of land.

C. The Town has agreed, pursuant to the provisions of Section 69 of The Planning and Development Act, 2007, to amend the Zoning Bylaw by transferring the zoning of the Land from **C1 – Downtown Commercial District** to **M – Industrial District**, as outlined below, with the specific condition that the zoning change shall remain in effect as long as the business continues under the current ownership and use as **Northome Comfort Windows**, and shall revert to its original zoning if ownership changes.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto covenant and agree as follows:

1. Land to be Used in Accordance with Agreement

The Owner agrees that upon execution of this Agreement, none of the Land shall be developed except in accordance with the terms and conditions set out in this Agreement.



2. Use of Land

The Owner agrees that the use of the Land shall be limited to the following:

- The construction and operation of a business known as **Northome Comfort Windows**, which specializes in the manufacture and installation of windows and related services.

The zoning of the Land is changed from **C1 – Downtown Commercial District** to **M – Industrial District** for as long as the business remains operational under the ownership of **Jonny Coupland** and uses the Land as described above.

Notwithstanding the foregoing, if ownership of the Land is transferred or if the use of the Land changes from the operation of **Northome Comfort Windows**, the zoning of the Land shall revert to its original zoning of **C1 – Downtown Commercial District**, and the new owner shall be required to reapply for zoning changes in accordance with the Town's Zoning Bylaw.

3. Development Standards

The development standards applicable to the Land shall be those applicable to the **M – Industrial District**, except for any modifications expressly agreed to in this Agreement or as determined by the Town.

4. Application of Zoning Bylaw

The Owner covenants and agrees that, except to the extent otherwise specified in this Agreement, the provisions of the **Town of Foam Lake Zoning Bylaw** as amended from time to time shall apply.

5. Compliance with Agreement

The Owner covenants and agrees not to develop or use the Land unless such development, use, and construction complies with the provisions of this Agreement.

6. Disposition Subject to Agreement

The Owner covenants and agrees that any sale, lease, or other disposition or encumbrance of the Land or part thereof shall be made subject to the provisions of this Agreement.

7. Definitions

Any word or phrase used in this Agreement that is defined in the **Town of Foam Lake Zoning Bylaw** shall have the meaning ascribed to it in the Bylaw.

8. Departures and Waivers

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

9. Severability

If any covenant or provision of this Agreement is deemed to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision of this Agreement.



10. Governing Law

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

11. Effective Date of Agreement

It is understood by the Owner that this Agreement shall not take effect until:

- a. the Town Council of Foam Lake has passed a bylaw to adopt said agreement; and
- b. this Agreement is registered by the Town by way of Interest Registration against the title to the Land.

12. Use Contrary to Agreement

1. The Town Council may declare this Agreement void where any part of the Land or buildings thereon is developed or used in a manner contrary to the provisions of this Agreement.
2. If this Agreement is declared void by the Town Council, the Town shall not be liable to the Owner or to any other person for any compensation, reimbursement, or damages arising from the loss of profit, expenditures, or any other account in connection with the Land.

13. Registration of Interest

1. The parties hereto acknowledge that this Agreement is made pursuant to Section 69 of The Planning and Development Act, 2007, and the Owner agrees that this Agreement shall be registered by way of an Interest Registration against the title to the Land. As provided in Section 236 of The Planning and Development Act, 2007, Section 63 of The Land Titles Act, 2000 does not apply to the interest registered in this Agreement.
2. This Agreement shall run with the Land pursuant to Section 69 of The Planning and Development Act, 2007, and shall bind the Owner, its successors, and assigns. This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

TOWN OF FOAM LAKE

By: Shanna York
Shanna York, CAO

By: Graham Farrell
Graham Farrell, Mayor

OWNER (Jonny Coupland, operating as Northome Comfort Windows)

By: Jonny Coupland
Jonny Coupland, Owner



Schedule "A"

Railway Ave

Railway Ave

4	5	6	7	8	9	10
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1	2	3	4
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5	6	7	8	9	10
			32	33	34
			2		
			35	36	37

1	2	3	4	5	6	7	8	9	10
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Cameron St

408

	11
	12
	13
1	14
	15
	16
	17

31	
30	
29	
28	
27	
26	43
25	42

11
12
13
14
15
16
17
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19
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21
22
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24

Main St

31
30
29
28
27
26
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24
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22
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19
18

11
12
13
14
15
16
17

Royal St

Bray Ave

Bray Ave