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October 14, 2021

Via email: planning@whisler.ca

Planning Department
Resort Municipality of Whistler
4325 Blackcomb Way
Whistler, British Columbia
V8E 0X5

Attention: Courtenay Beaubien, Manager, Planning—Policy and Mike Kirkegaard, Director of Planning

Dear Sirs/Mesdames:

**RE: Blackcomb Land Use Contract (LUC) Termination
4612 Blackcomb Way (Golf Course)
File No. LUC00002**

We are the owner of the property located at 4612 Blackcomb Way, Whistler, B.C. (the “**Property**”).

We are in receipt of your letter dated September 14, 2021 notifying us of the municipality’s land use contract termination process, and enclosing a copy of a draft proposed zone, LR11 Zone (Leisure Recreation Eleven), for the Property (the “**Proposed Zone**”).

We did not receive a draft proposed bylaw that purports to terminate the extant land use contract (the “**LUC**”) and adopt replacement zoning. We request receiving a copy of the proposed bylaw before it is submitted to Council for consideration. Thank you for the opportunity to provide our comments on the Proposed Zone.

By implementing the Proposed Zone, RMOW purports to do two things: (1) terminate the LUC and adopt replacement zoning in respect of the parcel of land on which the clubhouse is situated (the “**Clubhouse Property**”), and (2) rezone the parcel of land on which the golf course is situated, which is currently zoned both RR1 and LP1. RMOW intends to establish a uniform Proposed Zone in respect of both parcels of land.

The Resort Municipality’s Information Report to Council No. 16-055—Land Use Contract Termination Process requires the Resort Municipality to apply the four overarching principles through this LUC rezoning and termination process, namely:

- (a) adherence to the requirements of the Community Charter and Local Government Act;
- (b) consultation with affected property owners;
- (c) wherever possible, existing land use contract development rights will be preserved and mirrored in new land use regulations (“**Like for Like Principle**”); and
- (d) through collective engagement, affected property owners will be treated consistently and fairly through the termination process.

The process identified in your letter and the content of the Proposed Zone do not align with these overarching principles. For instance, the Proposed Zoning of the LUC presents significant differences with the Like for Like Principle, resulting in significantly more restrictions on our existing development rights.

First, the permitted uses for the Proposed Zone are more restrictive than under the LUC. Under the LUC, the Clubhouse Property had significantly broader permitted use of the land, building and structures which are not included in the Proposed Zone, including:

- (a) indoor/outdoor recreational use;
- (b) commercial uses: assembly, bakery, childcare facilities, convenience food and beverage, sporting goods rental/repair/sales, laundromat/dry cleaning, office, personal service, commercial, indoor and outdoor recreational facilities, restaurants, retail, theater, video arcades and rentals;
- (c) Lodge, Hotel, Hostel, Duplex Residential Building, and Multiple Residential Building;
- (d) Accessory Uses/Building and Structures;
- (e) Public utility installations; and
- (f) Skiing facilities.

Second, the gross permitted floor area is far more restrictive under the Proposed Zone than under the LUC.

Third, the permitted height restriction is significantly more restrictive under the Proposed Zone than under the LUC. The LUC allows for the lesser of 20 metres or 6 storeys, whereas the Proposed Zone limits the permitted height to the lesser of 12 metres, for auxiliary buildings, or 2 storeys.

The Proposed Zone also significantly restricts our current rights in respect of the golf course property currently zoned RR1 and LP1. Specifically, the permitted uses under the current zoning which include uses such as agriculture, school, park and playground, storage works and yard, and storage of explosives, are broader than under the Proposed Zone. The Proposed Zone also seeks to significantly restrict the gross permitted floor area for the principal use building in respect of RR1 and in respect of LP1, which has no gross permitted floor area restriction. The proposed height restriction in the Proposed Zone is also more restrictive than LP1, which currently has no height restriction.

Given the changes proposed, which purport to remove and significantly restrict our current development rights on the Property, we would appreciate the opportunity to consult further with you, including to ask questions, in respect of the Proposed Zoning in advance of the proposed bylaw being introduced to Council for consideration of first and second readings.

We would also appreciate the opportunity to consult and discuss proposed zoning changes with respect to the hotel property in advance of receiving a draft zoning bylaw in respect of the LUC on that property so that the consultation process is fair and efficient.

We look forward to hearing from you and to working together collaboratively in this rezoning process.

Sincerely,

Oxford Properties Group



Steve Sandercott
Director, Hotels

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Director, Hotels
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November 18, 2021

Via email: planning@whisler.ca

Planning Department
 Resort Municipality of Whistler
 4325 Blackcomb Way
 Whistler, British Columbia
 V8E 0X5

Attention: Courtenay Beaubien, Manager, Planning - Policy and **Mike Kirkegaard**, Director of Planning

Dear Sirs/Mesdames:

Re: Blackcomb Land Use Contract (LUC) Termination
4612 Blackcomb Way (Golf Course)
File No. LUC00002

We write further to our letter of October 14, 2021, and our discussion on October 28, 2021 in respect of the proposed zoning, LR11 (the "Proposed Zone" or "LR11 zone"), for the property located at 4612 Blackcomb Way, Whistler, B.C. (the "Property") in connection with the land use contract ("LUC") termination process.

In our previous communications, we confirmed that the Proposed Zone does not reflect the rights and covenants on title to the Property today. You requested that we provide additional information indicating the specific gaps proposed by the Proposed Zone and the covenants and LUC on title.

Our chart below indicates that there are three substantive discrepancies between the Proposed Zone and the covenants on title, namely permitted height, permitted use, and gross floor area.

We repeat our request that the Proposed Zone be revised to reflect the existing property rights contained in the LUC and covenants registered on title.

Clubhouse Property			
Category	LUC	Covenant BF310612	LR11
Permitted Height	- the lesser of 20 metres or 6 storeys (general)	- no additional restrictions	- the lesser of 12 metres or 2 storeys
Permitted Use	1. indoor/outdoor recreational use 2. commercial uses: a. assembly, bakery shops, child care facilities,	1. construction, operation and maintenance of a clubhouse containing accessory commercial space and	1. auxiliary buildings and auxiliary uses associated with the operation of a golf course, limited to: a. club house; maintenance facility and workshop b. outdoor assembly

	<p>convenience food and beverages, licensed facilities for the sale, rental and repair of sporting goods, laundromat and dry cleaning, office, personal service, commercial indoor and outdoor recreational facilities, restaurants, retail, theatre and video arcades and rentals</p> <p>b. lodge, hotel, hostel, Duplex Residential Building and Multiple Residential Building</p> <p>c. accessory uses, buildings and structures subject to size, height and siting regulations for accessory uses, buildings and structures set out in section 5 of the Zoning Bylaw and customarily incidental to the uses set out above</p> <p>d. public utility installations excluding any uses which are primarily of a maintenance and storage nature</p> <p>e. skiing facilities</p>	<p>related amenities and facilities to service the adjoining golf course</p>	<p>c. restaurant</p> <p>d. retail sales</p> <p>e. rental of outdoor recreation equipment and supplies</p> <p>f. winter seasonal outdoor recreation, including Nordic skiing and snow shoeing; and</p> <p>2. Golf Course</p>
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On the Clubhouse Property, the permitted height proposed by LR11 (lesser of 2 storeys or 12 metres) is considerably more restrictive than what is set out in the LUC (lesser of 20 metres or 6 storeys (general) or 10.6 metres (duplex residential)). None of the registered covenants establish additional restrictions with respect to permitted height.

With respect to permitted commercial uses, LR11 is more restrictive than what is set out in the LUC and Covenant BF310612. Covenant BF310612 permits accessory commercial space and related amenities and facilities, while LR11 limits potential commercial uses to specific activities that are set out in the proposed bylaw and excludes all others. The commercial uses in LR11 should not be as restrictive, and should permit accessory commercial space and related amenities and facilities.

Golf Course Property					
Category	LUC	Covenant BR323330	Covenant BR323331	Covenant BR323352	LR11
Gross Permitted Floor Area	-2,000 square metres or a FSR of 0.25, whichever is lower (principal use building other than a detached dwelling or school)	- no additional restrictions	- no additional restrictions	- no additional restrictions	- 950 square metres
Permitted Height	- 14 metres (principal use building, except a detached dwelling)	- no additional restrictions	- no additional restrictions	- no additional restrictions	- the lesser of 2 storeys or 12 metres (auxiliary buildings)
Permitted Use	<ol style="list-style-type: none"> 1. auxiliary buildings and auxiliary uses; 2. auxiliary residential dwelling unit provided it is contained within a principal residential building 3. agriculture 4. cemetery 5. church 6. detached dwelling 7. indoor and outdoor recreation 8. park and playground 	<ol style="list-style-type: none"> 1. golf course and other uses customarily associated with a golf course, including, without limitation, restaurant, pro shop, concession stands, washroom facilities, maintenance and operation buildings and parking area; and 2. public cross country skiing and for municipal utilities and 	<ol style="list-style-type: none"> 1. no improvements may be constructed or maintained except those associated with the operation and maintenance of the golf course and open space recreational areas 	<p>With respect to the area of the Golf Course occupied by the practice facility:</p> <ol style="list-style-type: none"> 1. golf practice facility and for other uses customarily associated with a golf practice facility 2. public cross country skiing and for municipal utilities and other services 	<ol style="list-style-type: none"> 1. auxiliary buildings and auxiliary uses associated with the operation of a golf course, limited to: <ol style="list-style-type: none"> a. club house; maintenance facility and workshop b. outdoor assembly c. restaurant d. retail sales e. rental of outdoor recreation equipment and supplies; and f. winter seasonal outdoor recreation, including Nordic skiing and snow shoeing; and

	<p>9. rental, outdoor recreation equipment and supplies</p> <p>10. school</p> <p>11. storage and works yard on District Lot 5615, Plan 20010; and</p> <p>12. storage of explosives.</p>	<p>other services</p>			<p>2. golf course</p>
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On the Golf Course, the permitted height proposed by LR11 (lesser of 2 storeys or 12 metres) is more restrictive than RR1 (14 metres for principal use buildings (excluding detached dwellings)) and LP1 (no restrictions). Additionally, the gross permitted floor area under LR11 (950 square metres) is more restrictive than LP1 (no restrictions) and RR1 (lesser of 2,000 square metres or FSR of 0.25 (principal use building other than a detached dwelling or school)). None of the registered covenants contain restrictions related to permitted height or gross permitted floor area.

The permitted uses set out by Covenant BR323330 are more permissive than the list of permitted uses proposed by the LR11 zone (which exclude all other potential associated uses, as noted above). We request that the preamble for the permitted use provision be changed to “auxiliary buildings and auxiliary uses associated with the operation of a golf course, including:”

Finally, since it is the RMOW’s intention for the Proposed Zone to reflect the rights and restrictions on title today, including those contained in the covenants, we request that as part of this process the RMOW discharge the covenants being replicated by the Proposed Zone to avoid duplication and the unnecessary cluttering of our titles.

We look forward to hearing from you.

Sincerely,
Oxford Properties Group



Steve Sandercott
 Director, Hotels