



## RESORT MUNICIPALITY OF WHISTLER

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**Development Variance Permit No. DVP01253**

To: HENRY, FLOYD EUGENE III,  
 HENRY, ALYSSA HEATHER

"the Permittee"

1. This Development Variance Permit is issued by the Resort Municipality of Whistler (the Municipality) subject to compliance with all of the bylaws of the Municipality applicable thereto, except as specifically varied by this permit.
2. This Development Variance Permit applies to and only to those lands within the Municipality described below (except as otherwise provided herein):

PID: 025-424-581  
 STRATA LOT 3 DISTRICT LOT 7798 GROUP 1 NEW WESTMINSTER  
 DISTRICT  
 STRATA PLAN LMS4695

"the lands"

3. The Resort Municipality of Whistler Zoning and Parking Bylaw No. 303, 2015 is varied as follows:
  - a) Vary portions of the south side setback from 6.0 metres to 4.0 metres for an addition to the existing detached dwelling as illustrated on the architectural plans A1.1, A1.1a, A1.1b, A1.2, A1.3, A1.4, A1.5, A1.6, A2.1, A2.2, A2.3, A2.4, A3.1, A7.1 and A7.2 prepared by John Dow Medland Architect Inc, dated January 24, 2024 attached to this Development Variance Permit as Schedule A.
4. The landscaping shall be constructed on the lands in accordance with landscape plan L1.1, prepared by High Country Landscaping Ltd., dated January 25, 2024 attached to this Development Variance Permit as Schedule B.
5. There shall be no burning of fossil fuels used to heat the covered outdoor space labelled as existing and new covered patio on architectural plan A1.3 prepared by John Dow Medland Inc., dated January 24, 2024 attached to this Development Variance Permit as Schedule A.



6. This Development Variance Permit shall automatically lapse, and the Municipality may file a notice of cancellation of this Development Variance Permit with the registrar of the Land Title Office if the Permittee does not substantially commence the construction permitted by this Development Variance Permit within two (2) years of the date of issuance.
7. As a condition of the issuance of this Development Variance Permit, the Municipality is holding the security set out below to ensure that the landscaping works are carried out in accordance with the terms and conditions of this Development Variance Permit. Should any interest be earned upon the security it shall accrue to the Permittee and be paid to the Permittee if the security is returned. The condition of the posting of the security is that should the Permittee fail to carry out the landscaping works, according to the terms and conditions of this Development Variance Permit within the time provided, the Municipality may use the security to carry out the work by its servants, agents or contractors, and any surplus shall be paid over to the Permittee, or should the Permittee carry out the landscaping works within the time set out above, the security shall be returned to the Permittee, provided that a sum of ten percent (10%) of the original security shall be withheld by the Municipality for one year following the date of construction. Should the Permittee fail to remedy any aspect of the landscaping works not in accordance with the approved plan, as determined by yearend inspection, the Municipality may deduct the cost of remedying the defect from the said deposit and recoup additional costs from the Permittee. In the event that the deposit is insufficient to cover the costs of the Municipality completing the landscaping works provided for in the Development Permit, the Permittee shall reimburse the Municipality for all the additional costs within thirty (30) days of being invoiced for same. There is filed accordingly: cash in the amount of \$27,000.00 to cover 135 percent of the estimated soft landscaping costs on the lands.
8. The lands shall be developed strictly in accordance with the terms and conditions and provisions of this Development Variance Permit and any plans and specifications attached to this Development Variance Permit which shall form a part hereof.
9. The terms of this Development Variance Permit, or any amendment to it, are binding on all persons who acquire an interest in the lands affected by this Development Variance Permit.
10. This Development Variance Permit **is not** a Building Permit. A Building Permit is required for buildings, structures and site work regulated by the Municipality's building regulation bylaw, in addition to this Development Variance Permit.



**Authorizing resolution passed by the Council the \_\_\_\_ day of \_\_\_\_, 2024.**

**Issued this day of \_\_\_\_\_, 2024.**

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Dale Mikkelsen, General Manager of Climate Action,  
Planning and Development Services