

**INTERGOVERNMENTAL COOPERATION ACCORD**

**AN AGREEMENT WITH RESPECT TO SQUAMISH FIRST NATION AND DISTRICT OF  
SQUAMISH RELATIONS AND PARTNERSHIPS**

DATED FOR REFERENCE the 8 day of March, 2011

BETWEEN:

**SQUAMISH NATION**  
Suite 610-100 Park Royal  
West Vancouver, B.C.  
V7T 1A2

("Squamish Nation")

AND:

**DISTRICT OF SQUAMISH**  
PO Box 310  
37955 – 2<sup>nd</sup> Avenue  
Squamish, B.C.  
V8B 0A3

("District")

(Collectively referred to as the "Parties")

GIVEN THAT:

- A. The Parties entered into a Co-operation Protocol as of October 17, 2007 (the "Protocol") to assist in establishing a long-term, meaningful relationship in relation to their respective communities;
- B. In furtherance of the Protocol, the Parties wish to work collaboratively to support their respective communities' goals and objectives in a principled manner;
- C. Each of the Squamish Nation and the District respects the lawful jurisdiction of the other Party;
- D. The Squamish Nation, the District and the Province have engaged in discussions as reflected in this Agreement respecting:
  - (a) the disposition of certain provincial lands to the Squamish Nation or its nominee, and the planning, servicing and development of those lands;
  - (b) the disposition of certain provincial lands to the District;
  - (c) the disposition of certain land controlled by BCR Properties Ltd. to the Parties jointly and to the District; and

(d) the creation of a process by which the Parties will share information and engage in government to government discussions with respect to the use and development of Squamish reserve lands located within the municipal boundaries of the District of Squamish (the “Reserve Lands”).

E. The Parties intend this Agreement to set out their mutual promises and covenants in relation to the matters contained herein;

**IN CONSIDERATION** of the premises and the mutual covenants and agreements contained in this Agreement, **THE PARTIES AGREE AS FOLLOWS:**

### **Guiding Principles**

1. In relation to the matters expressly addressed in this Agreement, the following principles apply:
  - (a) land use decisions with respect to fee simple land located within the municipal boundaries of the District will be made in accordance with the District’s Official Community Plan and in conformity with the *Community Charter, Local Government Act* and the District’s bylaws;
  - (b) although the provincial lands are being purchased by the Squamish Nation to provide housing for its members, land use decisions in respect of Squamish Nation Reserve Lands will be made in accordance with all applicable Squamish Nation laws, bylaws and land use plans;
  - (c) the District’s Council, approving officer and any other officers making land use decisions have unfettered discretion in respect of the land use decision-making process for fee simple lands within the municipal boundaries of the District;
  - (d) the Squamish Nation’s Council decision-making cannot be fettered in any way;
  - (e) the Squamish Nation and the District will
    - (i) work collaboratively to share planning information respecting potential land development and service capacity requirements, and
    - (ii) provide one another with opportunities for meaningful participation in planning processes relating to land use and infrastructure development on the Reserve Lands, and adjacent fee simple land within the District; and
  - (f) the District will provide municipal services to Squamish Nation Reserve Lands in a fair and equitable manner such that the District will recover its costs for service provision and will not subsidize Squamish Nation Reserve Lands. The Parties will work together to conclude a mutually satisfactory servicing agreement, whose goal will be to provide the same level of municipal services to all residents of Squamish.

**Conditions**

2. (a) Despite anything else in this Agreement, all the obligations, agreements and covenants of the parties under this Agreement, other than those contained in this section 2 and section 11, are conditional upon and subject to
  - (i) the execution of a service agreement under section 11, on or before June 30, 2011, and
  - (ii) the Province of British Columbia being legally bound to sell the reserve regularization lands and the 1200 acres (as referred to in section 7.3 and 8.1(d) of the British Columbia – Squamish Nation Umbrella Agreement, respectively) to a corporation owned and controlled by the Squamish Nation on or before June 30, 2011 pursuant to offers to purchase by the Squamish Nation that are accepted by the Province with all conditions precedent to closing removed.
- (b) The District will, if requested, provide written support to a request by the Squamish Nation to the Province of British Columbia and BC Rail to extend the time for completion of the transfer of the 1200 acres to June 30, 2011 by amending section 8.1(d) of the British Columbia – Squamish Nation Umbrella Agreement.
- (c) The Squamish Nation supports the proposed development of the Lands shown on Schedule D by the Squamish Oceanfront Development Corporation (“SODC”) including final approval by the Department of Fisheries and Oceans Canada, and will evidence this support by delivering on the reference date of this Agreement a letter to Canada to support Department of Fisheries and Oceans Canada approval and a letter to the Province to support the development. For greater certainty, the support referred to above will not preclude the Nation from raising any legitimate environmental or other concerns not relating to aboriginal rights and title in respect of the development.
- (d) The Parties acknowledge that they may, by agreement, proceed with the implementation of individual aspects of this Agreement in advance of the execution of a service agreement.

**Site B**

3. (a) The District acknowledges the acquisition of Site B, in its entirety, shown on Schedule A, by a nominee of the Squamish Nation.
- (b) The District does not consent to Site B being added to a Reserve of the Squamish Nation.

- (c) The District and the Squamish Nation will conduct further investigation and discussion with respect to the potential for a marina or other employment-generating uses to be developed by or on behalf of the Squamish Nation or its nominee on Site B, on the understanding that this is subject to due diligence and due process.
- (d) The Squamish Nation will:
  - (i) not apply to add Site B to reserve; and
  - (ii) promptly deliver a letter to the Province of British Columbia and to Canada indicating that it will not be making an application to add Site B to reserve and that it is not seeking Provincial support for the addition of Site B to reserve.

#### **Transfer of Provincial Support for Site B ATR**

- 4. The District will work with Squamish Nation to identify a parcel of approximately 60 acres of land to which the Provincial support for ATR will be applied on terms agreed to by the parties.

#### **Sponsored Crown Grants to District**

- 5. (a) The Squamish Nation acknowledges that the District has applied to the Province of British Columbia for sponsored crown grants described in Schedule B and subject to paragraph (b), the Squamish Nation supports the grant of these lands to the District and, after satisfaction of the condition in section 2(a), will evidence this support by delivering on the reference date of this Agreement a letter to the Province to support the grants.
- (b) The District acknowledges that the size and terms of the landfill site have not been agreed upon. The District agrees to provide a copy of the proposed land area, expected timing of landfill closure, and environmental considerations within one month of the signing of this agreement. The Squamish Nation will respond within three months of the District delivering the documents. The Squamish Nation will act reasonably and in a timely manner in the exercise of due diligence in reviewing the information provided by the District. In the event of reasonable concerns in respect of the proposed lease or grant of the landfill lands the Squamish Nation will communicate such concerns to the District in a timely manner to allow the District to deal with such concerns to allow the lease or grant of the landfill lands to be concluded in a timely manner.
- (c) Despite the delivery of the support letter referred to in paragraph (a), the District will not apply for crown land in the Cheekeye Fan area as shown on Schedule C unless the Squamish Nation does not acquire these lands within two years of the satisfaction of the conditions in section 2(a).

### Cheekeye Fan

6. The Parties acknowledge that the Squamish Nation or its nominee may apply, with or without a development partner, to the Province of British Columbia for an interest in the Cheekeye Fan lands and to the District's Council for development approval of the Cheekeye Fan Lands for single family residential housing and commercial development. In this section, a reference to the Cheekeye Fan is a reference to the area of land comprising approximately 200 acres and located contiguous to Ross Road and west of Government Road, as shown on Schedule C. A development application by the Squamish Nation, with or without a development partner, must include but is not limited to the following community amenities and conditions to be enforceable and evidenced by way of a Phased Development Agreement under section 905.1 of the *Local Government Act* (British Columbia):
- (a) dedication or fee simple transfer, at the District's election, of a public park comprising approximately 50 acres more or less of the area to the west and south of Ross Road and currently noted in the District's Official Community Plan as green space after allowing for a strip of residential development along the west side of Ross Road;
  - (b) the District or its nominee will be legally and beneficially entitled to twenty-five (25%) per cent of the profit of this development of the Cheekeye Fan under a partnership, joint venture or other arrangement satisfactory to the District, where "profit" refers to a development applicant's net profit from development based on Generally Accepted Accounting Principles, subject to audit or inspection of applicant records by the District or its agents;
  - (c) the development of the Cheekeye Fan will be subject to the following:
    - (i) the Cheekeye Fan area will not be added to a Reserve of the Squamish Nation, noting that the District does not consent to the area being added to the Reserve;
    - (ii) the Cheekeye Fan area will be developed and serviced in a manner that is consistent with the District's Official Community Plan; and
    - (iii) any development will be subject to formal applications to the District's Council and approving officer for development approvals, and without limitation, the uses, densities, conditions of use, parcel sizes and other attributes of development and land use in respect to the Cheekeye Fan will be subject to the unfettered discretion of the Council of the District; and
  - (d) in the event of a development application being made by the Squamish Nation, with or without its nominee or development partner, for the balance of the area

known of the Cheekeye Fan, any amenities provided by them in relation to the development of the 200 acres will be considered by the Council of the District.

### **Squamish Nation Support for SODC Development**

7. The Squamish Nation will further evidence their support for the SODC Development, by providing written consent when required by SODC for all other reasonably necessary approvals in relation to the said Lands, including without limitation for approvals by Canada or British Columbia or their agencies or crown corporations and for financing, as reasonably may be required to ensure the timely and continuing development of the Lands by SODC as a mixed use residential, commercial, educational, public amenity, and light industrial development.

### **BCR Properties**

8. The Squamish Nation supports the transfer by BCR Properties Ltd. to the District of the land shown as Infrastructure Lands on Schedule E at no cost to the District.
9. The Parties will work together to apply to BCR Properties and the Province of British Columbia to acquire BCR Properties Ltd. Lands that are shown on Schedule E as Economic Development Lands on terms satisfactory to both parties, and to develop agreements, make changes in policy and recommend bylaws or resolutions with respect to the establishment of a partnership or a joint venture between the Squamish Nation, its nominee or both and the District, its nominee or both, on the basis that the Parties will share the profits of the partnership or the joint venture equally.

### **Joint Land Use Planning**

10. The Squamish Nation and the District will work together to
  - (a) share planning information respecting development of lands and improvements within, and in the vicinity of, the Reserve Lands in a manner that is respectful of each other's jurisdiction,
  - (b) consult with one another with respect to municipal services planning, including planning for service capacity and allocation and uptake of capacity,
  - (c) provide one another with opportunities to participate meaningfully in planning processes related to Reserve Lands, and adjacent District land, land use and infrastructure, and
  - (d) consider and respond to concerns, recommendations or other comments provided by the other Party.

### **Services Agreement**

11. (a) The District will provide to the Squamish Nation's Reserve Lands the services which the District provides to lands and occupants throughout the District,

including the utilities, facilities and works owned and operated by the District, on generally the same terms and conditions, and subject in all respects to the same limitations, as are applicable to provision of services to other lands in the District and to the occupants of those lands. If, in order to provide services to the Reserve Lands, it is necessary for the District to incur costs to upgrade existing capacity or extend existing infrastructure, the District will not be obliged provide services to the Reserve Lands unless any of those costs that are attributable to the service needs of the Reserve Lands are paid for by the Squamish Nation.

- (b) The service agreement will provide services for current and future member housing, neighbourhood commercial operations and any other existing development or land uses and set out a process by which any other future developments or land uses can be considered in a way that ensures that both parties fully understand all the servicing implications of those developments and that those implications are dealt with in the service agreement or an amendment to the service agreement.
- (c) The Parties will work together to conclude a mutually satisfactory servicing agreement as soon as reasonably possible following the execution of this Agreement.

#### **Addition to Reserve**

- 12. The Parties acknowledge that the District does not agree at this time to support any additions to Squamish Nation Reserve lands.

#### **Support for Umbrella Agreement Land Transfer**

- 13. On the satisfaction of the condition in section 2(a)(i), the District will deliver to the Province a letter supporting the transfer from the Province of British Columbia to the Squamish Nation of the lands within the municipal boundaries of the District that are referred to in the British Columbia – Squamish Nation Umbrella Agreement.

#### **Community Forest**

- 14. The Parties will work together to create a joint Community Forest, including lands referred to in section 15 (f) and lands allocated to the Squamish Nation.

#### **Schedules**

- 15. The following schedules are attached to and form part of this Agreement:
  - (a) Schedule A – Site B;
  - (b) Schedule B – Sponsored Crown Grant Lands;
  - (c) Schedule C – Cheekeye Fan Development Area;
  - (d) Schedule D– Squamish Oceanfront Development Corporation’s Development Land;
  - (e) Schedule E – BCR Properties Ltd. Lands; and

(f) Schedule F – Community Forest.

### **General**

16. This Agreement is not intended to be a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.
17. Nothing in this Agreement obliges the District to act in a manner inconsistent with Provincial legislative and the District's bylaw regulatory jurisdictions or authorities. For greater certainty, this Agreement will not be interpreted in a manner which fetters the discretion of statutory decision makers.

### **No Agency, Association, Joint Venture, Trust or Partnership**

18. Nothing in this Agreement is to be interpreted to create an agency, association, joint venture, trust or partnership, or impose an agency, trust or partnership covenant, obligation or liability, on or with regard to any of the parties, except as otherwise expressly provided. Each party is individually responsible for its own covenants, obligations and liabilities under this Agreement. Subject to this Agreement, no party will have the authority to commit and will not purport to commit any other party to the payment of any money to any person. Subject to this Agreement, no party has authority to contractually bind any other party to third parties in any way whatsoever.

### **Force Majeure**

19. Any delay in performance by, or failure to perform by, either party under this Agreement, does not constitute a default, or give rise to any claim by one party against the other if and to the extent caused by Force Majeure. If performance of this Agreement is, in the reasonable opinion of either party, made impossible by Force Majeure, then that party must give five days' written notice to the other party to that effect and despite that notice, a party is entitled, in its sole discretion to require another party to continue to perform this Agreement with such changes as are required by the Force Majeure and as are agreed upon by the Parties, acting reasonably.
20. Without limiting section 19, and subject to section 21, a party claiming relief under section 19 will be relieved from liability under this Agreement to the extent that by reason of Force Majeure it is not able to perform its obligations under this Agreement.
21. If a party is affected by an event of Force Majeure in relation to this Agreement:
  - (a) it will take all reasonable steps to mitigate the consequences of the event on performance of its obligations under this Agreement, resume performance of its obligations affected by the event of Force Majeure as soon as practicable, and use all reasonable endeavours to remedy its inability to perform; and



- (b) it will not thereafter be relieved from liability under this Agreement to the extent it is not able to perform, or has not in fact performed, its obligations under this Agreement due to its failure, if any, to comply with its obligations under paragraph (a).

### **Notice**

- 22. Except in the case of any emergency, when notice may be given by telephone with later confirmation in writing, any notice which may be or is required to be given under this agreement will be in writing and either be delivered personally or sent by fax, addressed as follows:

- (a) To Squamish Nation:

320 Seymour Blvd.  
North Vancouver, BC V7J 2J3

Fax No. 604-980-9601  
Attention: Chiefs and Council

- (b) To District of Squamish:

PO Box 310  
37955 – 2<sup>nd</sup> Avenue  
Squamish, B.C. V8B 0A3

Fax No. 604 892-2083  
Attention: Chief Administrative Officer

or to such other address or fax of which notice has been given as provided in this section. Any notice which is delivered by hand is to be considered to have been given on the first Business Day after it is dispatched for delivery. Any notice which is sent by fax is to be considered to have been given on the first Business Day after it is sent. If a party changes its address or fax number, or both, it shall promptly give notice of its new address or fax number, or both, to the other party as provided in this section.

### **Amendments**

- 23. No amendments to this Agreement are valid unless made by written agreement executed by the Parties.

### **Time**

- 24. Time is of the essence hereof.

### **Enurement**

25. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

### **Access to Information Legislation**

26. The Parties acknowledge and agree that:
- (a) the District is subject to the *Freedom of Information and Protection of Privacy Act* and that this Agreement and the information it contains, and any information supplied by a party to the District in connection with this Agreement, are not implicitly confidential for the purposes of that enactment, but the Squamish Nation may explicitly stipulate that any technical, scientific, commercial, financial or trade secret information of the Squamish Nation supplied to the District in connection with this Agreement is confidential for the purposes of that enactment; and
  - (b) this Agreement, and the information it contains, may be the subject of an access to information request made to the District under the *Freedom of Information and Protection of Privacy Act* and that, despite subsection (a), the District may be obliged by that enactment or may in its sole discretion elect to disclose all or part of this Agreement and the information it contains and all or part of any information of the Squamish Nation supplied to the District in connection with this Agreement, whether or not the Squamish Nation has expressly stipulated that the information in question is confidential for the purposes of that enactment.
27. The Parties acknowledge and agree that they must each take notice of the applicability of the *Freedom of Information and Protection of Privacy Act*, *Community Charter* and *Local Government Act* in determining what information should be disclosed by the Parties under this Agreement.

### **Further Assurances**

28. The Parties must execute and do all such further deeds, acts, things and assurances that may be required to carry out the intent of this Agreement.

### **Entire Agreement**

29. This Agreement constitutes the entire Agreement between the Parties and it supersedes and replaces all negotiations, representations, agreements, either written or oral, previous letters, correspondence, communications, and documents relating in any manner to the subject matter of this Agreement.

### **Severance**

30. If any term of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that term.

### **Counterparts**

31. This Agreement may be signed in one or more counterparts and each such counterpart may be transmitted by electronic transmission or facsimile, and each will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

### **Interpretation**

32. In this Agreement, unless otherwise specified, or the context otherwise requires,:
- (a) any reference to the Squamish Nation Reserve, or Squamish Nation Reserves is a reference to all reserve lands that have been set apart for the Squamish Nation;
  - (b) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
  - (d) reference to a particular numbered section or article, or to a particular lettered schedule, is a reference to the correspondingly numbered or lettered article, section or schedule of this Agreement;
  - (e) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
  - (f) reference to any enactment includes any regulations, orders or directives under the authority of that enactment;
  - (g) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time during the Term, unless otherwise expressly provided;
  - (h) all provisions are to be interpreted as always speaking;
  - (i) reference to a “party” is a reference to a party to this Agreement and to its respective successors, permitted assigns, trustees, administrators and receivers; and

- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided.

THIS AGREEMENT EXECUTED by the Squamish Nation on the  
8 day of MARCH 2010. 11

Executed by [Signature] )  
 ) For and on )  
 ) behalf of the SQUAMISH NATION in the )  
 ) presence of: )  
 )  
TOBY BAKER )  
 ) Name )  
 )  
 ) Address )  
 )  
 ) Occupation )

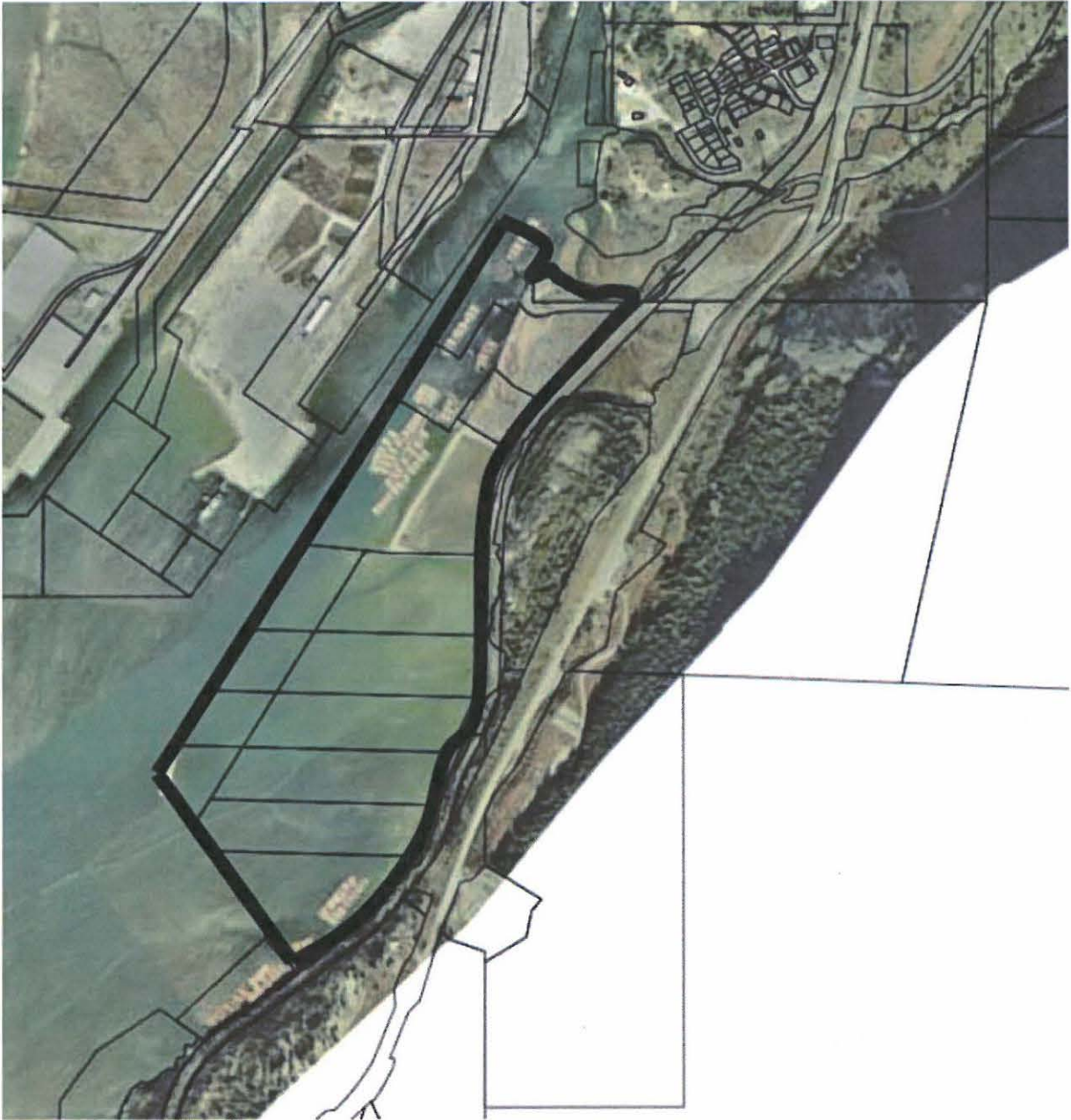
[Signature]  
 for and on behalf of the SQUAMISH NATION

THIS AGREEMENT EXECUTED by the District of Squamish on the  
8 day of MARCH 2010. 11

Executed by [Signature] )  
 ) For and on )  
 ) behalf of the DISTRICT OF SQUAMISH )  
 ) in the presence of: )  
 )  
KEVIN RAMSAY )  
 ) Name )  
 )  
 ) Address )  
 )  
 ) Occupation )

[Signature]  
 for and on behalf of the DISTRICT OF SQUAMISH  
**GREG GARDNER**  
 Mayor  
**ROBIN ARTHURS**  
 General Manager Corporate Services

**Schedule A  
Site B**



**Schedule B  
Sponsored Crown Grant Lands**

**SUPPORTED BY SQUAMISH NATION**

<b>File*</b>	<b>Site</b>	<b>Area</b>	<b>Location</b>	<b>Purpose</b>
2409081	4	3.81	Railway Heritage Site	Railway Museum, Squamish River Dyke, Recreational fishing site
2409082	7	0.3	Youth Centre Facility	Youth Activity Centre
2409125	10a	0.52	Alice Lake Water Tower	Water storage
2407759	11	13.07	Training Dyke	Recreational fishing, jogging trail, windsurfing site, river training function, public access
2409122	13	4.25	Cemetery Expansion	Only cemetery between North Vancouver and Whistler
2409086	22	9.46	Smoke Bluffs Community Park	Park land expansion, walking trails

**NOT SUPPORTED BY SQUAMISH NATION**

<b>File*</b>	<b>Site</b>	<b>Area</b>	<b>Location</b>	<b>Purpose</b>
0354202	8	5.9	Landfill Lease - existing	Municipal waste disposal
2409126	9	17.37	Landfill Expansion	Future regional Landfill

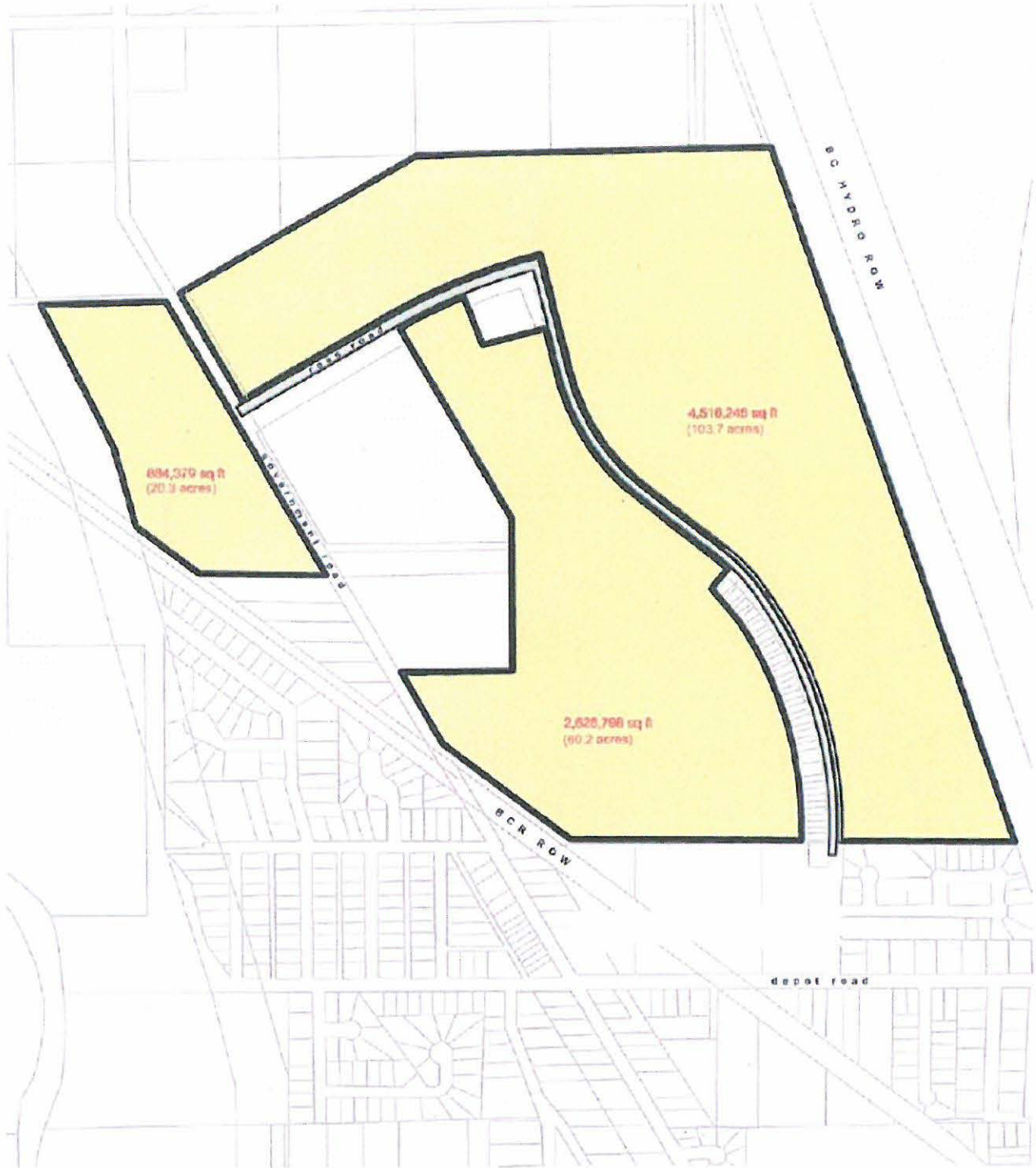
2409127	14	4.08	Airport Expansion	Dryland log sort, wood waste disposal, potential forestry industrial park
2409123	15	19.92	Brackendale Fair Site	Commercial - rec use, community trails, school recreation, community garden, historic trail
2409084	19	2.537	Mamquam River	Highway storage and dyke
2409085	20	18.69	Various dykes	River dyking system

\* File Number refers to the Integrated Land Management Bureau's assigned file number for the Sponsored Crown Grant Application

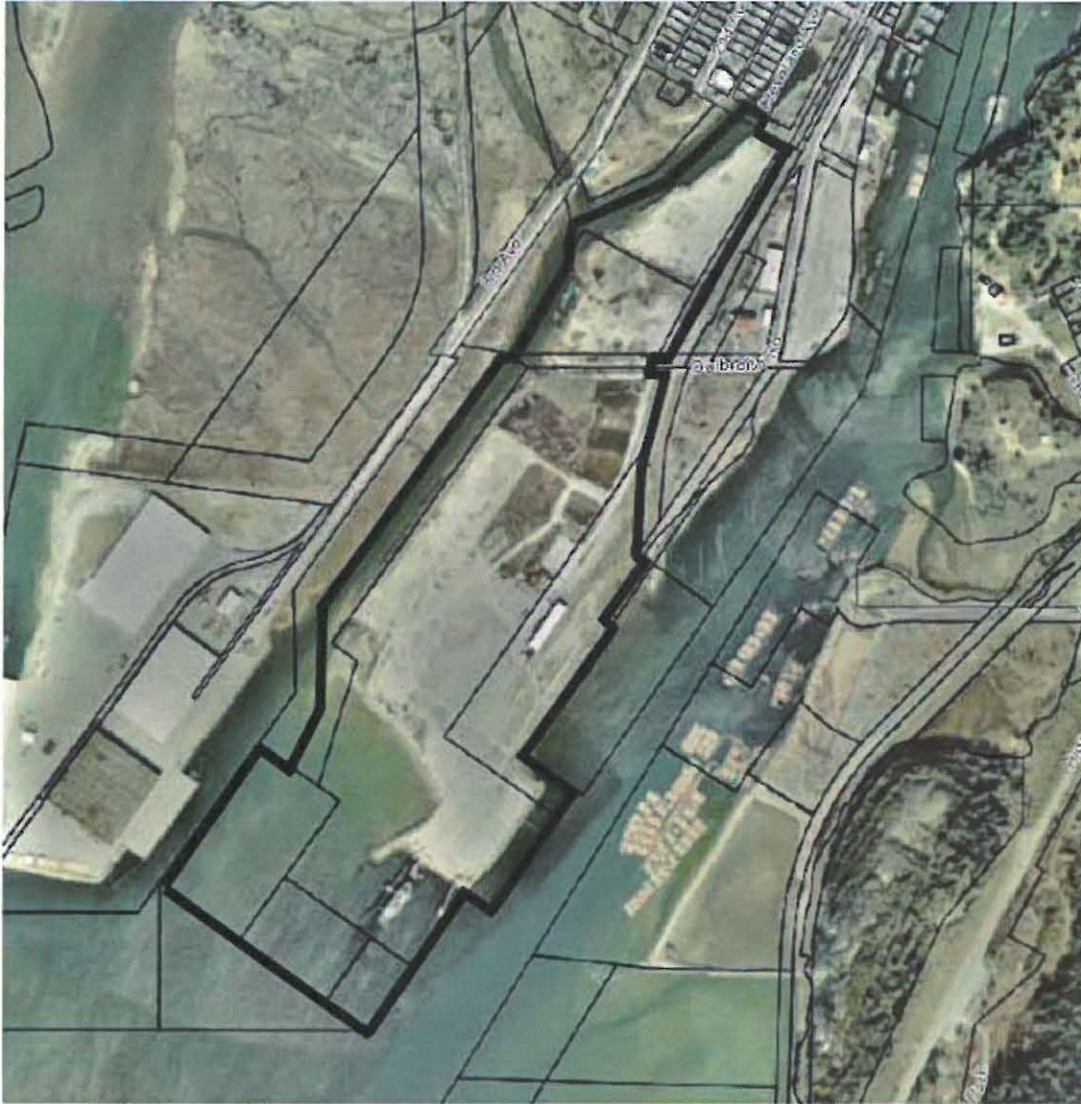




**Schedule C  
Cheekeye Fan Development Area**



**Schedule D**  
**Squamish Oceanfront Development Corporation's Development Land**

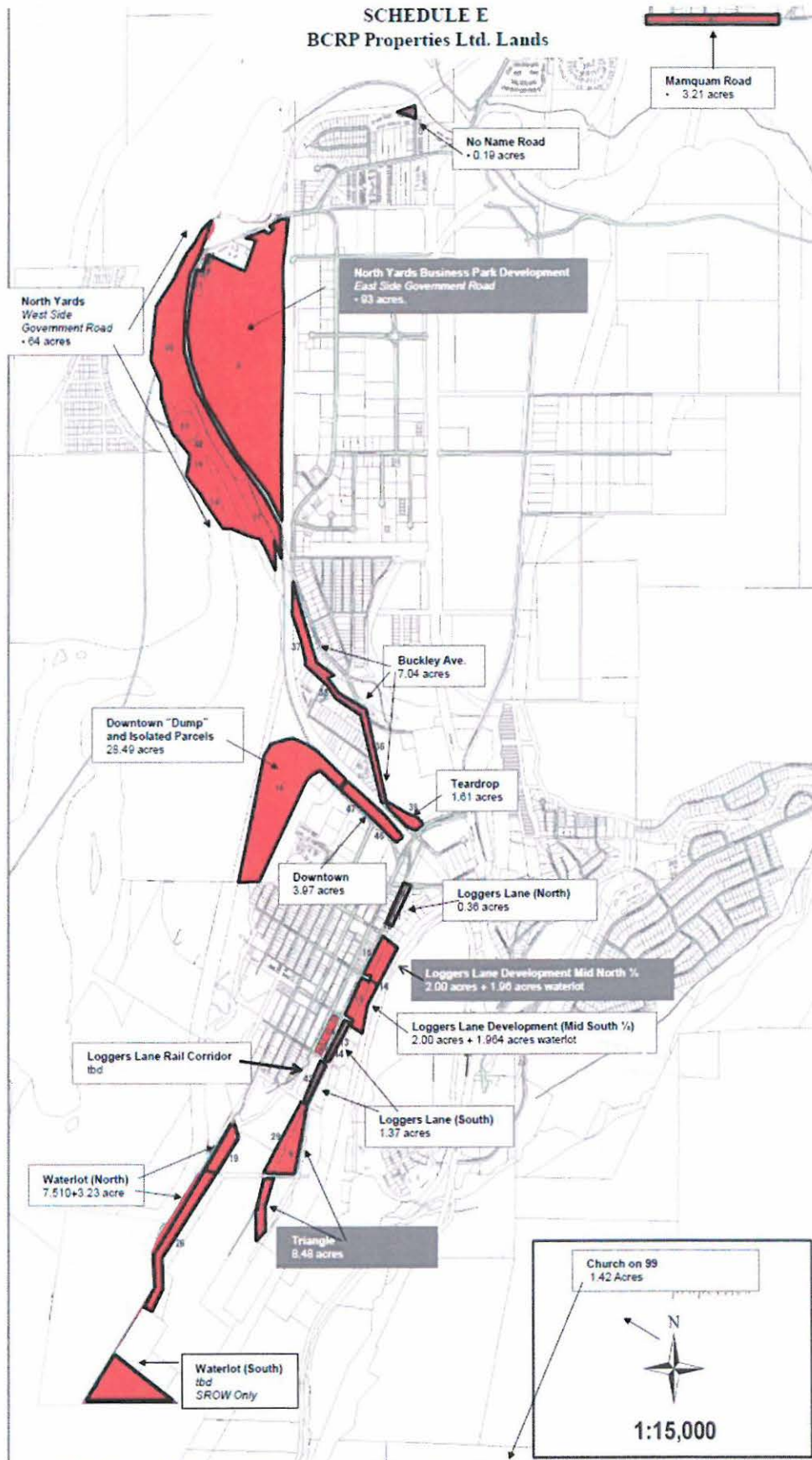


**Schedule E  
BCR Properties Ltd. Lands**

<b>Infrastructure Lands</b>			
<b>Location (Map Reference)</b>	<b>Size (acres)</b>	<b>PID(s)/Legal</b>	<b>Purpose</b>
Mamquam Road	3.21	014-756-919	Road. Has been used as an arterial road 40+ years.
No Name Road	0.19	009-508-112	Access to the dyke and lands beyond.
North Yards (w/s Government Road)	64.00	013-336-169 025-392-239 025-392-026 015-857-841 (part)	Open space, access to dyke and windsurfing spit.
Buckley Ave.	7.04	015-857-841 (part)	Road Has been used as an arterial road 40+ years.
Teardrop	1.61	024-016-721	Community gateway.
Downtown Dump	28.49	015-857-841 (part)	Open space, trails.
Downtown	3.97	017-445-124 015-857-851(part)	Future transportation hub and corridor.
Loggers Lane (North)	0.36	015-980-367 015-039-871 015-039-927 015-980-332	Future road.
Loggers Lane Dev. (Mid South ½)	2.00+1.96 waterlot	027-557-847 027-557-863 (S ½)	Park.
Loggers Lane (South)	1.37	015-994-643 027-554-813	Important for access to oceanfront and consolidation with adjacent private lands for road realignment and development.
Loggers Lane Rail Corridor	tbd	tbd	Road widening and greenway.
Church on 99	1.42	009-608-443	Road. Bridge access into Downtown.
Waterlot (North)	7.510+3.2 3	007-773-943 015-861-252 (tbd)*	Water access/ Third Ave. road access to Oceanfront Development lands.
Waterlot (South)	tbd	015-886-123 (part)	Statutory Right of Way Only for water access to Oceanfront Development Lands.

<b>Economic Development Lands</b>			
<b>Location (Map Reference)</b>	<b>Size (Acres)</b>	<b>PID(S)</b>	<b>Purpose</b>
North Yards Business Park Development (e/s Government Road)	93.00	013-336-282 011-305-690 011-305-711 011-305-720 011-305-738 011-305-746 011-305-771 015-860-787	Business park development.
Loggers Lane Dev. (Mid North ½)	2.00+1.96 waterlot	027-557-855 027-557-863 (N ½)	Future development.
Triangle	8.478	027-517-772 013-358-316 008-606-196	Future residential development.

Note: All PID/Legal Info provide through BCRP Properties Ltd. "Squamish Portfolio June 2010.xls" unless indicated by \*.



### SCHEDULE F Community Forest

