

**MEMORANDUM OF UNDERSTANDING (MOU)**

This MOU dated the 24 day of February 20 17 ("Effective Date")

**BETWEEN:**

**Squamish Nation**

AND

**Lil'wat Nation**

AND

**Government of British Columbia**, as represented by the Ministry of Forests, Lands and Natural Resource Operations ("**FLNRO**") and the Ministry of Community, Sport and Cultural Development and Minister Responsible for TransLink ("**CSCD**")

AND

**Resort Municipality of Whistler**

AND

**Whistler Mountain Resort Limited Partnership, and Blackcomb Skiing Enterprises Limited Partnership**, by their general partner Whistler Blackcomb Holdings Inc. (together, "**Whistler Blackcomb**")

(each a "**Party**" and collectively the "**Parties**" to this MOU)

- A. Whereas the Squamish Nation, the Lil'wat Nation, the Government of British Columbia and Whistler Blackcomb have been negotiating the legal understandings necessary to replace the Whistler Blackcomb Master Development Agreements and Master Plans.
- B. Whereas two phases of work are necessary: Phase I, being an agreement between the Squamish Nation, Lil'wat Nation, Province and Whistler Blackcomb, setting out matters for which agreement related to outcomes have been concluded (the "Umbrella Agreement"); and Phase II, to achieve objectives having to do with development opportunities, crown land management and community planning and the participation of the Resort Municipality of Whistler.
- C. Whereas, the signatories to the Umbrella Agreement agree that the enforceability of replaced Whistler Blackcomb Master Development

Agreements and updated Master Plans will not be challenged as a result of any outcomes from Phase II.

- D. Whereas the Resort Municipality of Whistler, whilst not a signatory to the Umbrella Agreement and the obligations set out therein, has applauded its conclusion and has indicated that it is very willing to re-engage with the Nations, the Province and Whistler Blackcomb in Phase II discussions and welcomes the opportunity to resume active dialogue on these matters.

**NOW THEREFORE**, the Parties to this Memorandum of Understanding ("MOU") agree as follows:

## **1. PURPOSE:**

The purpose of this MOU is to:

- a) Identify the key interests that form the basis of the Phase II work.
- b) Signify the commitment of the Parties to work in a collaborative and timely manner on the key interests and on other matters that may be agreed upon from time to time.
- c) Establish a broad management framework for the undertakings contemplated in Phase II.

## **2. KEY INTERESTS**

The Parties agree to work together and explore the following key interests with the view of finding mutually agreeable outcomes:

- a) Transfer of the Kadenwood Lands to the First Nations in exchange for the Emerald Lands, as depicted on the plans appended to this MOU as "Appendix A";
- b) Appropriate development opportunities at Kadenwood, South Base or other suitable locations in the Controlled Recreation Area;
- c) An approach to the value of the options lands required for the South Base opportunities, or other suitable locations in the Controlled Recreation Area, that would accrue to the First Nations as part of their relationship with Whistler Blackcomb under the Land Development Agreement, provided such approach does not adversely impact Whistler Blackcomb's right to purchase option lands pursuant to the 2017 MDAs.

- d) A long-term property tax exemption from the Resort Municipality of Whistler for the Squamish Lil'wat Cultural Center;
- e) Development of a management planning process with respect to Crown lands outside of the boundaries of the Whistler Blackcomb Controlled Recreation Area, but within the boundaries of the Resort Municipality of Whistler;
- f) First Nations' support for the approval by the Ministry of CSCD of a new Official Community Plan for the Resort Municipality of Whistler;
- g) Recognition in the Official Community Plan of the Kadenwood, South Base, or other suitable development opportunities within the Controlled Recreation Area; and
- h) Consideration by the Ministry of Community, Sport and Cultural Development of possible recommendation for legislative amendment to remove the requirement for Ministerial approval of future Official Community Plans or amendments to them.

### **3. MANAGEMENT OF PHASE II WORK**

The Parties will, at the time of their approval of this MOU, appoint a staff level working committee comprised of representatives of each of the Parties. This committee will:

- a) Determine the priority for addressing the key interests;
- b) Establish work plans and terms of reference for examining the key interests;
- c) Ensure that the necessary resources and technical expertise are in place to complete the work plans in a timely manner. (It is anticipated that technical consultants will be necessary to support a planning exercise for residential development opportunities on the South Base.);
- d) Examine options with respect to reaching agreement on key interests;
- e) Report regularly to their principals. The committee as a whole will report on a bi-monthly basis to the Parties;
- f) Commence Phase II work upon execution of this MOU and continue that work throughout 2017, or as otherwise agreed in writing by the Parties;
- g) Recognize that the implementation of the Whistler Blackcomb Master Development Agreements and Master Plans will require considerable effort

and will seek clear direction from the Parties with respect to the coordination of that work and that of Phase II; and

- h) Consider whether facilitative 3<sup>rd</sup> party leadership would be useful in Phase II.

#### **4. COMMUNICATION**

The parties acknowledge that:

- a) The success of Phase II depends critically on a shared commitment to open, timely and transparent communication;
- b) Information provided within the context of Phase II may be subject to the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, as amended from time to time; and.
- c) Some information provided in Phase II may require an agreement that it be treated in a confidential manner.

#### **5. TERM OF MEMORANDUM OF UNDERSTANDING**

- a) This MOU will take effect upon the Effective Date.
- b) The Parties agree that this MOU may require amendment from time to time by mutual consent. Such revisions must be agreed to in writing and adopted by each of the Parties.
- c) This MOU will remain in effect unless terminated by one or more of the Parties by providing 60 days' notice in writing, to be delivered by hand, facsimile or registered mail.

#### **6. NOTICE**

- a) Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement will be in writing and will be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address set out below:

If to the Ministry of FLNRO, to:

Attention: ADM, Integrated Resource Operations  
PO Box 9352  
Stn Prov Gov  
Victoria, BC  
V8W 9M1  
Fax: 250 387-3291

If the Ministry of CSCD,

Attention: ADM, Local Government Division  
PO Box 9490 Stn Prov Gov  
Victoria, BC  
V8W 9N7  
Fax: 250 387-7973

If to Lil'wat Nation, to:

Attention: Chiefs and Council  
P.O. Box 602  
Mount Currie, BC  
V0N 2K0  
Fax: 604-894-6841

If to Squamish Nation, to:

Attention: Chiefs and Council  
PO Box 86131, North Vancouver, BC  
V7L 4J5  
Fax: 604-980-4523

If to Whistler Blackcomb, to:

Attention: Chief Operating Officer  
4545 Blackcomb Way, Whistler, BC  
V0N 1B4  
Fax: 604-938-7527

If to Resort Municipality of Whistler, to:

Attention: Chief Administrative Officer  
4325 Blackcomb Way, Whistler, BC  
V0N 1B4  
Fax: 604-935-8109

- b) **Deemed Delivery** Any communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a business day and the communication is so delivered, faxed or sent before

5:00 p.m. (Pacific time) on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following business day. Any such communication sent by mail will be deemed to have been given and made and to have been received on the fifth business day following the mailing thereof; provided however that no such communication will be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner will be deemed to have been given or made and to have been received only upon actual receipt.

- c) **Change of Address** Any Party may from time to time change its address by giving written notice to the other Parties.

## **7. EFFECT OF THE MEMORANDUM OF UNDERSTANDING**

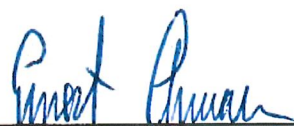
- a) This MOU does not fetter the legislative jurisdiction of the Council of the Squamish Nation, the Council of the Lil'wat Nation, the Council of the Resort Municipality of Whistler, or the Government of British Columbia.
- b) This MOU does not affect any statutory or common law entitlement of the Squamish Nation or Lil'wat Nation to be consulted, or to have their claim to any Aboriginal title or right accommodated, by any person or governmental entity having a statutory or common law obligation to engage in such consultation or accommodation.
- c) This MOU does not create, recognize, affirm, deny or amend any legally enforceable rights or outcomes.

**IN WITNESS THEREOF** the Parties have hereunto affixed their signatures as of the day year written above.

SIGNED in the presence of:


  
\_\_\_\_\_  
Witness

) **LIL'WAT NATION:**  
)  
)  
)  
)  
)  
)  
)  
)


  
\_\_\_\_\_  
Ernest Armann, Chief Operations Officer



HER MAJESTY THE QUEEN IN RIGHT OF  
BRITISH COLUMBIA as represented by the  
Minister of Forests, Lands and Natural  
Resource Operations:

  
\_\_\_\_\_  
Mary Sue Maloughney

HER MAJESTY THE QUEEN IN RIGHT OF  
BRITISH COLUMBIA as represented by the  
Minister of Community Sport, Cultural  
Development and Minister Responsible for  
TransLink:

  
Tara Faganelli



SIGNED in the presence of:



Witness

) **RESORT MUNICIPALITY OF WHISTLER:**

)

)

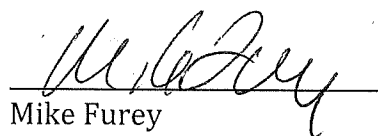
)

)

)

)

)



Mike Furey

## **Appendix A**

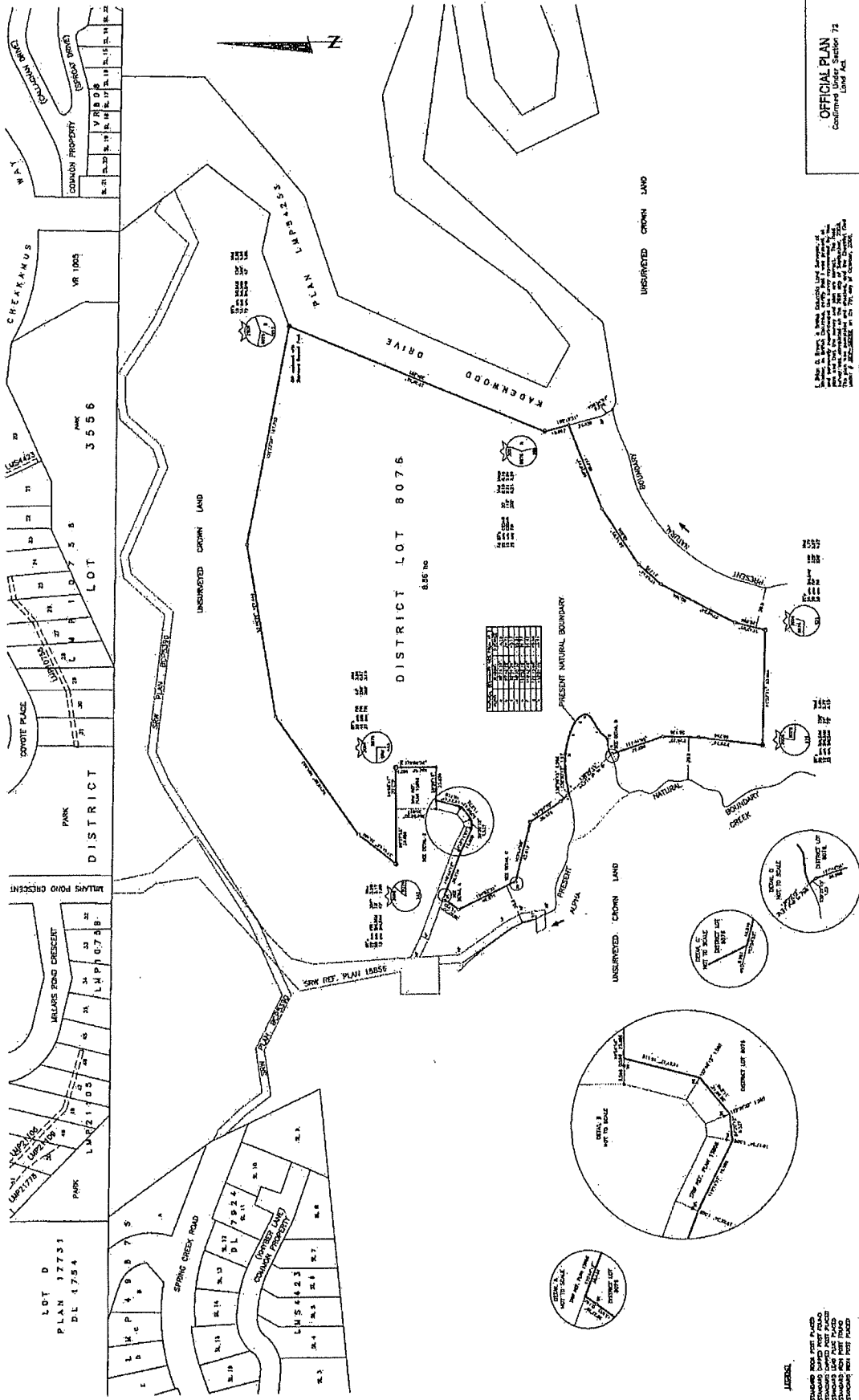
### Kadenwood Lands and Emerald Lands Plans

**SURVEY PLAN OF DISTRICT LOT 8076,  
GROUP 1, NEW WESTMINSTER DISTRICT**

SDOS 921005

SCALE 1 : 1000  
0 50 100  
Meters  
Feet

Boundary and easement lines are shown in red ink. (LHP/MS)



**OFFICIAL PLAN**  
Confirmed Under Section 72  
Land Act

*Signature*  
Victor, 10/10/2018, 10:10:10 AM

Crown Land File 2408545

*Signature*  
The Plan is shown in the Surveyor's Office, 10/10/2018, 10:10:10 AM

*Signature*  
The Plan is shown in the Surveyor's Office, 10/10/2018, 10:10:10 AM

8 10 1818

## EPC 129

BCGS 92 J 016

SCALE : 1 : 2500

ALL DISTANCES SHOWN ARE IN METRES

30 10

THE INTENDED PLOT SIZE OF THIS PLANT IS 603mm IN WIDTH BY 559mm IN HEIGHT. IT SIZE WHEN PLANTED AT A DENSITY OF 1/2500

LEGEND

Earnings are astronomical and are derived from Plan 12883

Found	Placed
-------	--------

- | Legend | Feature                          |
|--------|----------------------------------|
|        | Standard Rock Post [Type 2]      |
|        | Lead Plug [Type 3]               |
|        | Standard Capped Post [Type 4]    |
|        | Standard Iron Post [Type 5]      |
| PHR    | Denotes Present Natural Boundary |

● O Standard Iron Post (Type 5)  
PNS Denotes Present Natural Boundary

Bearings to Bearing Trees are Magnetic

THIS PLAN LIES WITHIN THE  
'SOQUAMISH-LILLOOET' REGIONAL DISTRICT.

