

MEMORANDUM OF UNDERSTANDING

BETWEEN

MUSQUEAM NATION

AND

CITY OF RICHMOND

WHEREAS:

- (A) Both the City of Richmond and Musqueam Nation agree to make best efforts to foster a cooperative and productive working relationship between the City and Musqueam for the mutual benefit of both communities.
- (B) Both the City of Richmond and Musqueam Nation are willing to work together in identifying and fostering the development of long-term legacies that respect, and are of benefit to both communities.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

OBJECTIVES OF THE MEMORANDUM

The objectives of this Memorandum of Understanding ("MOU") between the City of Richmond and Musqueam Nation regarding Garden City Lands include:

- a) Establishing a means by which the City of Richmond and Musqueam can gain their respective title(s) to the Garden City Lands.
- b) Ensuring the direct transfer of title for these lands from the Ministry of Fisheries and Oceans (Canada) to the City of Richmond and Musqueam occurs in a timely manner.
- c) Supporting and accommodating the needs of 2010 Olympics on a portion of the Garden City Lands.

- d) Ensuring the outcome of ongoing negotiations between the parties develop positively to the ongoing development of a cooperative and productive working relationship between the parties in general terms and specifically with respect to Garden City Lands.
- e) Identification and fostering the development of long-term legacies of benefit to Musqueam and City of Richmond on or from the Garden City Lands.

DESIRED OUTCOMES OF THE MEMORANDUM

The desired outcomes of this memorandum include:

1. Title and Ownership of the Garden City Lands

Both parties hereto will make their best efforts to address the future title and ownership of the Garden City Lands. Title and ownership may involve several different models between the City of Richmond and Musqueam. For example, each party may own parcels of the Garden City Lands outright, while other parcels such as parkland or recreational facilities, may be jointly owned. As well, some economic development opportunities may be considered as shared ventures.

2. Jurisdictional Authority regarding Land Use and Development

The parties will make their best efforts to work together on matters regarding land use and development policies and objectives, such that both parties are satisfied that their respective community livability objectives are met. Both parties will commit to a joint use site planning process that will result in:

- The identification of specific land uses for the Garden City Lands that are compatible and complimentary.
- The identification of specific servicing requirements and the responsible party.
- Adherence by both parties to specific and mutually agreed upon land use, zoning and development policies.

3. 2010 Legacy

The parties will use their best efforts to clarify how the 2010 legacies related to Garden City Lands pre and post games will be shared.

4. Strategy for Transfer of Title from Canada.

Both parties agree to devise a joint strategy for securing the transfer of title to the Garden City Lands from Canada to Musqueam and the City of Richmond, in a manner that is timely, and that respects both communities' needs, and the 2010 Olympic Games.

5. Approval of MOU by the respective Councils of Richmond and Musqueam.

The respective Councils of Richmond and Musqueam have approved both the spirit of the MOU and its specific contents.

Both parties recognize and agree to be sensitive to:

- The required involvement of Canada (or official representative of Canada) for the transfer.
- The removal of the Lands from the Agricultural Land Reserve.
- Timeline for accommodating 2010 and the Trade & Exhibition Centre.
- Political sensitivities and challenges of both communities.

6. Specific Common Interests for the Garden City Lands

With respect to land use, development and community legacies, common interests of the parties will include:

- Housing
- Economic Development Opportunities
- Natural and Recreational components
- Cultural Components
- 2010
- Joint Use Planning
- Trade & Exhibition Centre

7. Term of the Memorandum of Understanding

The term of this MOU is from the date of signing until the date when the parties dissolve this MOU.

Either party on 90-days written notice to the other party can terminate this MOU.

8. General Provisions

This MOU is not intended to create any legal obligations between the City of Richmond and Musqueam, or to abrogate or derogate from the rights of the parties.

IN WITNESS WHEREOF the parties execute this memorandum of understanding this ___ day of JULY, 2004

SIGNED on behalf of the
Musqueam Indian Band

Worth McKay
Al Band Manager
Chief

SIGNED on behalf of the
City of Richmond

Mayor