
**EXCLUDED LANDS PERMIT FOR ELECTRICAL
DISTRIBUTION WORKS**

His Majesty the King in right of Canada

AND

Lytton First Nation

AND

British Columbia Hydro and Power Authority

Lot 14 CLSR Plan 108791, Seah Indian Reserve No. 5

Lot 4 CLSR Plan 108812, Lytton Indian Reserve No. 5A

Lot 4 Plan 108813 CLSR, Nesikep Indian Reserve No. 6

The effective date of this permit is the date it is signed by Canada

EXCLUDED LANDS PERMIT FOR ELECTRICAL DISTRIBUTION WORKS

This permit is made between the following parties:

His Majesty the King in right of Canada, as represented by the Minister of Indigenous Services
(“Canada”)

AND:

Lytton First Nation, a band within the meaning of the *Indian Act*, as represented by its Council
(“First Nation”)

AND:

British Columbia Hydro and Power Authority, a corporation continued under the *Hydro and Power Authority Act*, RSBC 1996, c 212
(“BC Hydro”)

Background:

- A. On January 26, 1976, *Canada* issued a permit under authority of section 28(2) of the *Indian Act*, RSC 1985 c I-5 (“*Indian Act*”) for electrical transmission and distribution works to *BC Hydro* over certain reserve lands for the use and benefit of the *First Nation*, including the *First Nation*’s Seah Indian Reserve No. 5, Lytton Indian Reserve No. 5A, and Nesikep Indian Reserve No. 6 (the “*1976 Permit*”). The *1976 Permit* is registered in the Indian Lands Registry under No. 48468;
- B. The *1976 Permit* also includes Towinock Indian Reserve No. 2 for the use and benefit of T’it’qet First Nation and this permit does not apply to T’it’qet First Nation’s Towinock Indian Reserve No. 2;
- C. The *First Nation* is proceeding under the *Framework Agreement on First Nation Land Management Act*, SC 2022 c 19, s 121, which gives force of law to the Framework Agreement on First Nation Land Management entered between Canada and the signatory First Nations on February 12, 1996, and amended to include the *First Nation* in Schedule 1 on November 20, 2017 (“*Framework Agreement*”). The *First Nation* is in the process of developing a land code, within the meaning of clause 1.1 of the *Framework Agreement*, that would apply to its reserve lands (“*Lytton First Nation Land Code*”) and certain lands on Seah IR 5, Lytton IR 5A, and Nesikep IR 6 are to be excluded from the application of the *Lytton First Nation Land Code*;

- D. The lands described below are proposed to be excluded from the application of the *Lytton First Nation Land Code* and are the subject of this permit and taken together the lots described in paragraphs (a), (b), and (c) below are the excluded lands (“*Excluded Lands*”):
- (a) Lot 14 as shown on Plan 108791 CLSR, Seah Indian Reserve No. 5;
 - (b) Lot 4 shown on Plan 108812 CLSR, Lytton Indian Reserve No. 5A; and
 - (c) Lot 4 shown on Plan 108813 CLSR, Nesikep Indian Reserve No. 6.
- E. The parties wish the *Excluded Lands* to be subject to the terms and conditions contained in the *1976 Permit*;
- F. *BC Hydro* requests this permit over the *Excluded Lands* and this permit applies the rights and obligations and terms and conditions of the *1976 Permit* to the *Excluded Lands*;
- G. *Canada* has title to the *Excluded Lands*, which it holds for the *First Nation’s* use and benefit;
- H. *Canada* is authorized, with the consent of Council of the *First Nation*, to issue this permit under subsection 28(2) of the *Indian Act*;
- I. Council of the *First Nation* accepts that *BC Hydro* has paid the fees in full under the *1976 Permit* for the use of *First Nation’s* reserves, which includes the *Excluded Lands* and the *First Nation* will not receive an additional fee under this permit. The parties acknowledge and agree that it is a benefit to the *First Nation* for, and the best interests of the *First Nation* are met by, *BC Hydro* continuing to provide Seah Indian Reserve No. 5, Lytton Indian Reserve No. 5A, and Nesikep Indian Reserve No. 6 with electricity for community purposes; and
- J. Council of the *First Nation* consented to this permit being issued on its terms by a duly passed resolution, a copy of which is attached as Schedule “E”.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration given by each of the parties to the other parties, receipt of which is hereby acknowledged by each party, the parties agree as follows:

- 1.1** An attachment to this permit labelled as a “Schedule” forms part of this permit.

- 1.2** Some words used in this permit are defined in the Background and are identified by italic type. A defined term has an appropriate corresponding meaning when it is used in the plural or verb form.
- 1.3** Any reference to a statute means that statute, and any regulations made under it, all as changed or replaced from time to time.
- 1.4** *Canada* hereby issues this permit to *BC Hydro* for the non-exclusive use of the *Excluded Lands* on the same terms and conditions of the *1976 Permit*, and incorporates the *1976 Permit*, attached as Schedule “A” – Excluded Lands Permit to be read with the necessary changes to the *1976 Permit* that are required to reflect the change to the reserve lands which are the subject of this permit. In respect of the *First Nation’s* reserves the *1976 Permit* describes areas of permitted use of the *First Nation’s* reserves in paragraph D. (a) and (b) and as depicted in Appendix “B” (of the *1976 Permit*). Schedule “A” as incorporated in this permit applies to the part of Seah Indian Reserve No. 5, the part of Lytton Indian Reserve No. 5A, and the part of Nesikep Indian Reserve No. 6 as described in Schedules “B”, “C”, and “D” to this permit, and taken together, the lands described in Schedules “B”, “C”, and “D” constitute the lands to which the administration of the permit will be under the *Indian Act*, as follows:
- (a) Schedule “B”: Seah Indian Reserve No. 5, Excluded Lands – Land Description;
 - (b) Schedule “B-1” CLSR Plan 108791;
 - (c) Schedule “C” Lytton Indian Reserve No. 5A, Excluded Lands – Land Description;
 - (d) Schedule “C-1” CLSR Plan 108812;
 - (e) Schedule “D” Nesikep Indian Reserve No. 6, Excluded Lands – Land Description; and
 - (f) Schedule “D-1” CLSR Plan 108813.
- 1.5** This permit is made under subsection 28(2) of the *Indian Act*. The permit rights do not, and will not be deemed to, convey or confer on *BC Hydro*:
- (a) any title, fee, estate, or other right “in rem” in the area under the permit; or
 - (b) any greater rights than *Canada* is authorized to issue under subsection 28(2) of the *Indian Act*.
- 1.6** The parties will use the following addresses and Fax numbers for delivery of any notice or other thing to be given from one party to another. The parties may change

their respective contact information by giving written notice to the other parties and the change will take effect 10 days after the written notice is delivered:

To Canada:

Director, Lands and Economic
Development
Indigenous Services Canada
600 – 1138 Melville Street
Vancouver, BC V6E 4S3
Fax: (604) 775-7149

To the *First Nation*:

Lytton First Nation
Attention: Chief and Council
PO Box 20
Lytton BC V0K 1Z0
Fax: (250) 455-2291

To *BC Hydro*:

Manager, Properties Division
B.C. Hydro
12th Floor – 333 Dunsmuir Street
Vancouver, BC V6B 5R3
Fax: (604) 623-3951

- 1.7** This permit will take effect on the date signed by *Canada*.
- 1.8** The parties agree to take such other steps as may be necessary to give effect to this permit.
- 1.9** This permit is governed by, and is to be interpreted in accordance with, the applicable laws of Canada and British Columbia.
- 1.10** This permit benefits and binds each party's heirs, executors, administrators, successors, permitted assigns, and other legal representatives.
- 1.11** This permit may be executed in one or more counterparts, each of which is considered to be an original but all of which together constitute one and the same document. Each party will promptly deliver its originally executed permit to the other parties.

AS WITNESSED BELOW, the parties are signing this permit as of the date signed by Canada.

His Majesty the King in right of Canada, as
represented by the Minister of Indigenous
Services

(signature)

(print name)
Manager, Lands and Economic Development,
BC Region

DATE

[Signature page to a permit between Canada, Lytton First Nation and BC Hydro]

Witness as to the <i>First Nation's</i>)	Lytton First Nation , as represented by its
authorized signatory:)	authorized signatory
)	
)	
)	
_____)	_____
<i>(signature)</i>)	<i>(signature)</i>
)	
_____)	_____
<i>(print name)</i>)	<i>(print name)</i>
)	
)	_____
)	<i>(print title)</i>

[Signature page to a permit between Canada, Lytton First Nation and BC Hydro]

Witness as to *BC Hydro's* authorized
signatory:

**British Columbia Hydro and Power
Authority**, by its authorized signatory

(signature)

(signature)

(print name)

(print name)

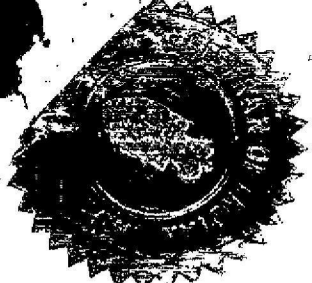
(print title)

I have the authority to bind the corporation.

[Signature page to a permit between Canada, Lytton First Nation and BC Hydro]

Schedule “A”

Permit Between Her Majesty the Queen in right of Canada and British Columbia Hydro and Power Authority date January 26, 1976, registered in the Indian Lands Registry System under # 48468



SCHEDULE I

C A N A D A

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT

THIS AGREEMENT, made in triplicate as of the
26th day of JANUARY, 1976.

BETWEEN:

HER MAJESTY the Queen, in right
of Canada,

(hereinafter called "Her Majesty"),

OF THE FIRST PART

AND:

BRITISH COLUMBIA HYDRO AND POWER
AUTHORITY, of 970 Burrard Street,
in the City of Vancouver in the
Province of British Columbia,

(hereinafter called the "Permittee"),

OF THE SECOND PART

A. WHEREAS the Reserves referred to in the first schedule hereto, hereinafter called the "Reserve", are Reserves within the meaning of the Indian Act, Chapter I-6, Revised Statutes of Canada, 1970.

B. AND WHEREAS the Permittee has applied for permission from time to time to construct, erect, string, operate, maintain and extend upon the Reserve, poles with guy wires, brackets, crossarms, insulators, transformers, anchors, and their several attachments and one or more lines of wire for the transmission and distribution of electric energy directly to customers.

C. AND WHEREAS the Council of the Lytton Band of Indians for whose use and benefit the Reserve has been set apart have, by Resolution dated the 5th day of September, 1974, (to which this Agreement is Schedule I thereto) approved the application.

D. NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of One Dollar (\$1.00) paid to the Minister of Indian Affairs and Northern Development (hereinafter called "the Minister") by the Permittee on or before the execution hereof as a fee, and the covenants of the Permittee herein contained, the Minister under authority of Section 28(2) of the Indian Act, as amended, hereby grants unto the Permittee, and its successors full and free right and liberty for the Permittee, its successors and its and their servants, agents and all others the licensees of the Permittee, from time to time:

(a) To construct, erect, string, operate and maintain poles with guy wires, brackets, crossarms, insulators, transformers, anchors and their several attachments and one or more lines of wire for the purpose of transmission and distribution of electric energy directly to customers (all of which are hereinafter collectively called "the works") on, over and across those parts of the Reserve shown outlined in red on the plans annexed as Appendices "A" and "B" to this Agreement; and

(b) For so long as the Permittee maintains the line or lines referred to in paragraph (a) hereof or any substitute therefor and is not in default hereunder, to construct, erect, string, operate and maintain one or more extensions of the works to the boundaries of the Reserve:

- (i) along the sides of any roads from time to time existing on the Reserve, and
- (ii) on, over and across such other parts of the Reserve as from time to time agreed upon pursuant to paragraph 8 hereof.

IT IS AGREED AND UNDERSTOOD that the aforesaid permission is granted subject to the following stipulations, provisos and conditions, that is to say:

1. That the rights and liberties hereby granted may be exercised by the Permittee for such period of time as the works are required for any of the purposes aforesaid.
2. That in the event of relocation of any road along the side of which any extension of the works is constructed, pursuant to paragraph (b) above, the Permittee, on being given written notice by the Minister requiring it to do so, will at its own expense move such extension to a position along the side of the road as relocated.
3. That the Permittee shall pay and discharge all rates, taxes, duties and assessments which the Permittee or any occupier of the Reserve is now or shall hereafter be liable to pay and which are now or shall hereafter be charged upon or in respect of the works during the continuance of the rights hereby granted.
4. That it shall be lawful for the Minister or any person thereunto authorized by him at all reasonable times to enter upon the land occupied by the works for the purpose of examining the condition thereof.
5. That the land occupied by the works shall be used for the purpose aforesaid and for no other purpose.
6. That the Permittee, its servants, employees, agents and licensees shall have and enjoy the right to unload and store material on the Reserve for the construction, erection, stringing, operation, maintenance and extension of the works and to roll and unroll wire thereon

and to do all such other acts and things as may be necessary or requisite for the purpose of properly constructing, erecting, stringing, operating, maintaining, extending and patrolling the works.

7. That the Permittee shall not fence or enclose the lands upon which the works are situate or any part thereof and Her Majesty, Her Officers, servants, or agents subject to the right of the Permittee may have free access to and use of the said land but shall not erect or maintain any buildings on any of those portions of the said land lying within ten (10) feet of any line formed by dropping perpendiculars to the ground from the outermost points of any of the works (hereinafter called "the adjacent portions").

8. The rights granted in paragraph (b)(ii) hereof are subject to the following terms and conditions:

(1) The Permittee shall not commence construction of the proposed extension until the Permittee has given written notice to Her Majesty and Council of the Band of the Proposed extension accompanied by a sketch of the route thereof, and the written consent of Her Majesty and the Council of the Band has been obtained.

(2) Her Majesty agrees that within six (6) months of the receipt by Her Department of Indian Affairs of the notice and sketch of the Permittee referred to in sub-paragraph (1) above, She will in writing advise whether consent is granted or withheld. Such consent will not be withheld unless the proposed location of the extension prejudices the operation or proposed development of the

Reserve. The operation or proposed development of the Reserve shall be deemed to be prejudiced where there would result from the construction or maintenance of the extension any serious reduction in the economic, functional, or aesthetic value of the Reserve or in the benefits which may accrue to Her Majesty, the Band, or a Lessee or Lessees of said Reserve either at the time the extension is constructed or at some foreseeable time in the future. Where consent is withheld, Her Majesty shall either:

- (a) deliver to the Permittee a written statement, hereinafter called "the statement" setting out the amount of money which would compensate for the prejudice occasioned by or likely to be occasioned by the construction and maintenance of such extension; or
 - (b) provide the Permittee with a sketch of an alternative route for the extension satisfactory to Her Majesty and the Council of the Band.
- (3) On receipt by the Permittee of the statement referred to in sub-paragraph (2) above, the Permittee may:
- (a) accept said statement and pay to Her Majesty the monies stipulated in the statement, and payment of the same shall be sufficient consent of Her Majesty and Council to such extension, or

- (b) if the Permittee does not agree to the amount of damages set out in the statement, submit a new sketch, in which case the procedures outlined in sub-paragraph (2) above shall again apply; or
- (c) if the Permittee does not agree to the amount of damages set out in the statement, the Permittee may within sixty (60) days of the receipt of such statement apply to the Federal Court, hereinafter called "Court", pursuant to Section 17 of the Federal Court Act for a determination of the amount of damages (if any) suffered by Her Majesty, the Band and any Lessee or Lessees of the Reserve by reason of the construction and maintenance of the extension on the route set out in the sketch submitted by the Permittee. Damage shall be deemed to have been suffered where there would result from the construction or maintenance of such extension any serious reduction in the economic, functional or aesthetic value of the Reserve or in the benefits which may accrue to Her Majesty, the Band or Lessee or Lessees of such Reserve, either at the time the extension is constructed or at some foreseeable time in the future. In determining the amount of damages (if any) the Court shall take into consideration the increased value attaching to any Reserve land and all benefits accruing to occupants of the Reserve by reason of the construction of the extension in question and shall decrease the

amount of damages accordingly. The determination of the Court shall be final. If, pending the determination of the Court, the Permittee pays to Her Majesty the sums of money referred to in the statement, the Permittee may commence the construction of the extension and any excess or deficiency in the amount of the damages shall be paid by the parties in accordance with such determination. The costs of such application to the Court shall be in the discretion of the Court.

- (4) On receipt by the Permittee of the alternative sketch referred to in sub-paragraph 2(b) above, the Permittee may:
- (a) accept such alternative sketch, in which case the Permittee may commence construction of the proposed extension as described in the alternative sketch; or
 - (b) if such alternative sketch is not satisfactory to the Permittee, submit a further sketch, in which case the procedures described in sub-paragraph (2) above shall again apply; or
 - (c) if such alternative sketch is not satisfactory to the Permittee, request Her Majesty to give a statement of the amount of money which would compensate for the prejudice occasioned by or likely to be occasioned by the construction and maintenance of such extension and Her Majesty shall within three (3) months of such notice give such statement

to the Permittee. Upon receipt of such statement by the Permittee, the procedure outlined in sub-paragraph (3) above shall again apply.

9. That the Permittee may cut down any trees on the Reserve which in its opinion might in falling or otherwise endanger the works, and shall leave those trees so cut down neatly stacked for the benefit of the said Band.

10. That the Permittee will at all times hereafter indemnify and hold harmless Her Majesty of and from any and all claims, damages, awards and costs that may be brought, instituted, claimed or made against Her Majesty by reason of any act or omission by the Permittee, its agents, servants, employees, or contractors, in the exercise of any of the rights hereby granted. And the Permittee shall pay compensation to Her Majesty for any damage to buildings and improvements, elsewhere than on any of the adjacent portions, caused by the Permittee, its agents, servants, contractors in the exercise of any of their rights thereunder.

11. On the expiration or sooner termination of this permit,

(a) Her Majesty shall have the right within 60 days after such expiration or sooner termination to declare the works to be the property of Her Majesty, and upon such declaration the works shall vest in Her Majesty absolutely without any claim of compensation by the Permittee;

(b) if such declaration under sub-paragraph (a) is not made, the Permittee shall remove the works at its own expense and without damage to the lands of Her Majesty. In the event the Permittee does not remove the works within 180 days of the receipt of notice to do so, Her Majesty may take such steps and do such acts as in Her Majesty's opinion are necessary to remove the works, and all costs, expenses, damages incurred by Her Majesty with respect thereto shall be forthwith paid to Her Majesty by the Permittee.

12. That no member of the House of Commons shall be entitled to any share or part of the within permit or to any benefit arising therefrom.

13. That no waiver on behalf of Her Majesty or Her Successors of any breach shall take place or be binding unless the same be expressed in writing over the signature of the Minister, or the signature of His Deputy and any waiver shall specifically relate and shall not be deemed to be a general waiver, or to limit or affect the rights of Her Majesty or successors with respect to any or other future breach.

14. That it is further agreed that any notice required to be given under or in respect of any of the terms of this Agreement may be given by mailing it in a prepaid registered envelope addressed to the party to whom it is to be given as follows:

If given to the Minister:

Department of Indian Affairs
and Northern Development
400 Laurier Avenue W.
Ottawa, Ontario
K1A 0H4

If given to the Council of the Lytton Band of Indians:

c/o Department of Indian
Affairs and Northern Development
Lytton Band Administration Office
Box 20
Lytton, B. C.

If given to the Permittee:

British Columbia Hydro and
Power Authority
Properties Division
900 - 1045 Howe Street
Vancouver, B. C.
V6Z 2B1

15. Time shall be of the essence.

IN WITNESS WHEREOF **HUBERT JAMES RYAN** on
behalf of Her Majesty has hereunto set his hand and the Permittee
has caused these presents to be executed and its common seal to
be affixed hereto by its proper officers duly authorized in that
behalf.

SIGNED, SEALED AND DELIVERED)

Hubert James Ryan
As to the signature of
HUBERT JAMES RYAN
A/CHIEF, LANDS MANAGEMENT DIVISION

Hubert James Ryan
HUBERT JAMES RYAN
A/CHIEF, LANDS MANAGEMENT DIVISION

The Common Seal of BRITISH
COLUMBIA HYDRO AND POWER
AUTHORITY was hereunto affixed
in the presence of:

W. J. Semple
Director

E. B. Fulwell
Associate
Secretary

APPROVED

Manager

DOCUMENTATION
CONTENT
<i>McNamee</i>
BAND
CONSENT
5/9/74
POLICY
<i>McNamee</i>
APPROVED
AS TO FORM
<i>McNamee</i>
RECOMMENDED



DOCUMENTATION
CONTENT
<i>McNamee</i>
BY
<i>McNamee</i>
<i>McNamee</i>
BAND CONSENT
<i>McNamee</i>
5/9/74
RECOMMENDED
<i>McNamee</i>

THIS is the First Schedule to the annexed agreement made
between HER MAJESTY THE QUEEN in right of Canada and BRITISH
COLUMBIA HYDRO AND POWER AUTHORITY, dated the 24 day of
JANUARY, 1976

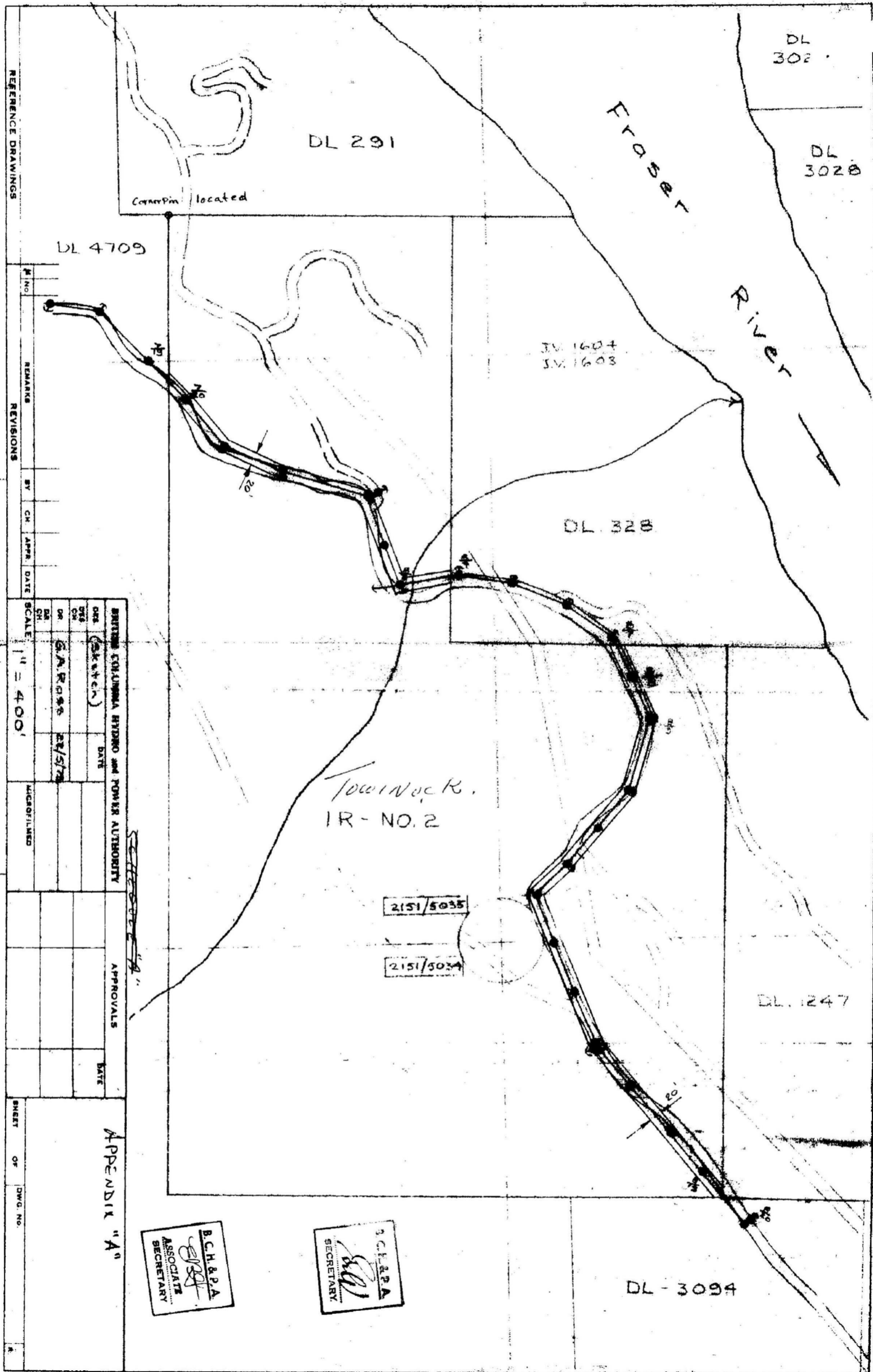
IN the Province of British Columbia,

~~Towwoc~~ Indian Reserve No. 2;

Seah Indian Reserve No. 5;

Lytton Indian Reserve No. 5A; and

Nesikep Indian Reserve No. 6



REFERENCE DRAWINGS

NO.	REVISIONS	BY	CHK	APP'D	DATE

DATE (date when)		DATE
DR	G.A. R. O'S	2/5/78
CH		
SCALE	1" = 400'	
MICROFILMED		

APPROVALS		DATE

SHEET OF DWG. NO. APPENDIX "A"

BCHAPPA
ASSOCIATE
SECRETARY

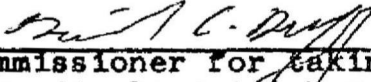
SECRETARY

DL-3094

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 27th day of January, 1976, at Vancouver, in the Province of British Columbia, ELIZABETH BEATRICE FULWELL, who is personally known to me, appeared before me and acknowledged to me that she is the Associate Secretary of British Columbia Hydro and Power Authority, and that she is the person who subscribed her name to the annexed instrument as Associate Secretary of the said British Columbia Hydro and Power Authority and affixed the seal of the said British Columbia Hydro and Power Authority to the said Instrument, that she was first duly authorized to subscribe her name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand at Vancouver, in the Province of British Columbia, this 27th day of January, in the year of our Lord One Thousand Nine Hundred and seventy-six.


A Commissioner for taking
Affidavits for British Columbia

DATED

19

HER MAJESTY QUEEN ELIZABETH THE SECOND

- and -

BRITISH COLUMBIA HYDRO AND
POWER AUTHORITY

P E R M I T

Land Department
British Columbia Hydro and
Power Authority,
970 Burrard Street,
Vancouver 1, B.C.

1976 APR 26
 OCT 9 14
 1974

Chronological No. - Numéro consécutif	976/114-1149 012856
H.Q. Reference - N° de réf. du b. pr.	976/31-3-22

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" must appear in all resolutions requesting expenditures from Band Funds.
 NOTA: Les mots "des fonds de notre bande" doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes

THE COUNCIL OF THE LE CONSEIL DE LA BANDE INDIENNE	LYTTON BAND OF INDIANS	Capital balance Solde de capital	\$ _____
AGENCY AGENCE	THOMPSON RIVER	Committed - Engagé	\$ _____
PROVINCE	BRITISH COLUMBIA	Revenue balance Solde de revenu	\$ _____
PLACE NOM DE L'ENDROIT	LYTTON, B.C.	Committed - Engagé	\$ _____
DATE	<u>Fifth</u> DAY - JOUR	<u>Sept.</u> MONTH - MOIS	AD 19 <u>74</u> YEAR - ANNÉE

DO HEREBY RESOLVE;
 DÉCIDE, PAR LES PRÉSENTES:

That this Council consents to the Minister of Indian Affairs and Northern Development granting a permit to British Columbia Hydro and Power Authority, pursuant to Section 28 (2) of the Indian Act, in the form of agreement annexed as Schedule "I" hereto; and

That this Council approves the sketches attached as Appendices "A" and "B" pursuant to paragraph (a) on page 2 of the said agreement, being sketches drawn by G. A. Ross dated May 22, 1973 and P. Cheng dated June 15, 1973, respectively.

1976 JUL 16 AM 11:03

002271

<u>Mandy Brown</u> (Councillor - conseiller)	<u>Chief Byron Dunstan</u> (Chief - Chef)	_____
<u>Jessie Beland</u> (Councillor - conseiller)	<u>Florence McKay</u> (Councillor - conseiller)	_____
<u>Julia Raphael</u> (Councillor - conseiller)	<u>Lena Dunstan</u> (Councillor - conseiller)	_____
<u>Robert Dunstan</u> (Councillor - conseiller)	_____	_____

FOR HEADQUARTERS USE ONLY - RÉSERVÉ AU BUREAU PRINCIPAL					
1. TRUST ACCT COMPTE DE FIDUCIE	2. CURRENT BALANCES - SOLDES COURANTS		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenu
	A. Capital	B. Revenue - Revenu			
\$ _____	\$ _____	\$ _____			
6. Recommended - Recommandé			JUL 28 1976 _____ Date Assistant Deputy Minister - Sous-ministre adjoint H. J. Ryan, A/Chief, Property & Estate Management.		
Date _____ Authorized Officer - Fonctionnaire autorisé _____					

APPLICATION FOR REGISTRATION

INDIAN LANDS

The undersigned hereby requests that the document, the particulars of which are set out below, be entered, pursuant to the Indian Act, either in the Reserve Land Register or in the Surrendered Lands Register as the case may be.

PARTICULARS 901/31-3

NAME OF PARTIES AND ADDRESS OF ANY PARTY OTHER THAN THE CROWN

BC Hydro Power Authority

TYPE OF INSTRUMENT: ...Blanket Permit.....

DATE OF INSTRUMENT: ...January 26, 1976.....

LAND DESCRIPTION: Province: ...British Columbia.....

Reserve & No.: ...See...Below.....

Parcel: ...As...described...on...attached.....

.....Plan.....

TYPE OF INTEREST OR CHARGE: ...R/W...Distribution...Lines.....

July 29 1976
Date

Wayne Nicholas
Signature of Applicant

Rm 791
Address

AUG - 3 1976

Note

A separate application for registration must be submitted for each separate interest or charge.

048468

AUG 6 11 03 AM '76

INDIAN RESERVE NO.

British Columbia

Permit

NUMBER OF PIECES

20

I CERTIFY THAT THE WITHIN INSTRUMENT IS DULY ENTERED INTO THE REGISTER'S OF INDIAN LANDS AT OTTAWA, IN ACCORDANCE WITH SECTIONS 21 & 55 OF THE INDIAN ACT.

Jean B...
REGISTRAR

Towonick #2
Seah #5
Lytton #5A
Nesikep #6

H-189-101

Schedule “B”

Seah Indian Reserve No. 5

Excluded Lands – Land Description

**Reserve Lands within the Province of British Columbia Canada
In Kamloops Division, Yale District, more particularly described as:**

Lot 14 as shown on Plan 108791 CLSR.

Total Lands containing 1.79 hectares (4.42 acres), more or less.

Schedule “B-1”

CLSR Plan 108791

**PLAN OF SURVEY OF LOT 14
SEAH INDIAN RESERVE No. 5
KAMLOOPS DIVISION YALE DISTRICT
BRITISH COLUMBIA**

BCGS 921.042

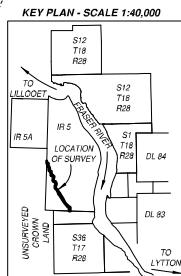
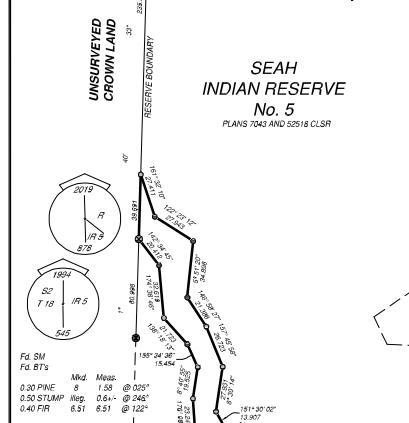
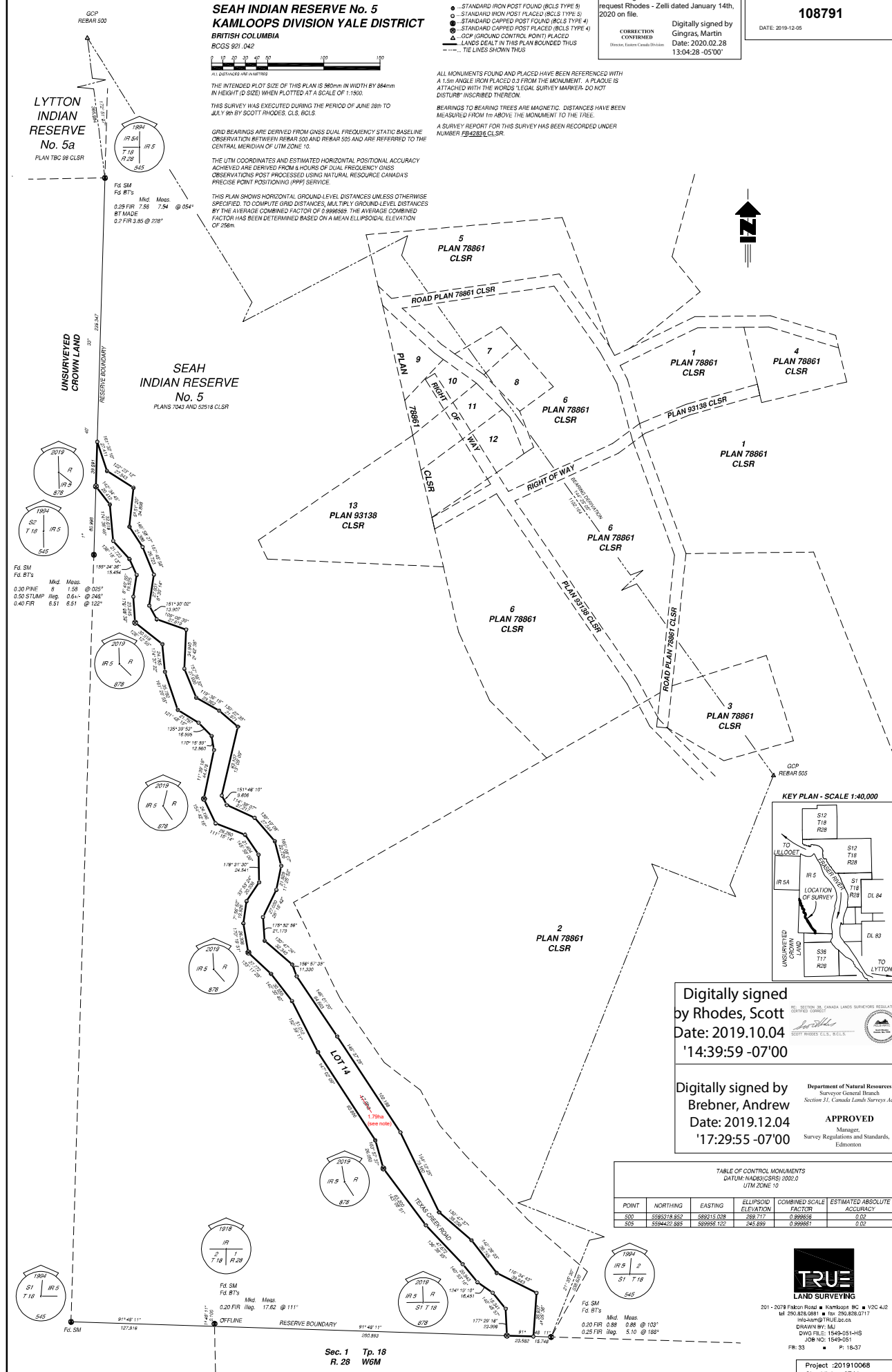
LEGEND

- STANDARD IRON POST FOUND (BCLS TYPE 5)
- STANDARD IRON POST PLACED (BCLS TYPE 5)
- STANDARD CAPPED POST FOUND (BCLS TYPE 4)
- STANDARD CAPPED POST PLACED (BCLS TYPE 4)
- ▲ GCP (GROUND CONTROL POINT) PLACED
- LINES DEALT WITH IN PLAN BOUNDED THUS
- TIE LINES SHOWN THUS

Correction Note: The area of Lot 14 has been changed from 17.9ha to 1.79ha. See request Rhodes - Zelli dated January 14th, 2020 on file.

Digitally signed by
Gingras, Martin
Date: 2020.02.28
13:04:28 -05'00'

CANADA LANDS SURVEYS RECORDS
ARCHIVES D'ARRENTAGES DES TERRES DU CANADA
108791
DATE: 2019-12-05



Digitally signed
by Rhodes, Scott
Date: 2019.10.04
'14:39:59 -07'00

Digitally signed by
Brebner, Andrew
Date: 2019.12.04
'17:29:55 -07'00



Department of Natural Resources
Survey General Branch
Section 31, Canada Lands Surveys Act
APPROVED
Manager,
Survey Regulations and Standards,
Edmonton

TABLE OF CONTROL MONUMENTS
DATUM: NAD83(CSRS) 2011.0
UTM ZONE 10

POINT	NORTHING	EASTING	ELLIPSOID ELEVATION	COMBINED SCALE FACTOR	ESTIMATED ABSOLUTE ACCURACY
S00	5593178.852	589312.038	289.717	0.999956	0.03
S09	5594422.885	599948.122	245.689	0.999987	0.02



201 - 2078 Falcon Road • Kamloops BC • V2C 4J2
Tel: 250-878-0881 • Fax: 250-828-2117
info@true.bc.ca
DWSO FILE: 1549-051-HS
JOB NO: 1549-051
FR-33 • P. 18-37

Sec. 1 Tp. 18
R. 28 W6M

Project : 201910068
Checklist : 6741

Schedule “C”

Lytton Indian Reserve No. 5A

Excluded Land – Land Description

**Reserve lands within the Province of British Columbia, Canada
In Kamloops Division, Yale District, more particularly described as:**

Lot 4 as shown on Plan 108812 CLSR.

Total Lands containing 1.32 hectares (3.26 acres), more or less.

Schedule “C-1”

CLSR Plan 108812

**PLAN OF SURVEY OF LOT 4
LYTTON INDIAN RESERVE No. 5a
KAMLOOPS DIVISION YALE DISTRICT
BRITISH COLUMBIA**

BGCS 801, 092 & 301, 042



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 864mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:500.

THIS SURVEY WAS EXECUTED DURING THE PERIOD OF JUNE 28th TO JULY 8th BY SCOTT RHODES, CLS, BCLS.

GRID BEARINGS ARE DERIVED FROM GNSS DUAL FREQUENCY STATIC BASELINE OBSERVATION BETWEEN REBAR 500 AND REBAR 508 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10.

THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY ACHIEVED ARE DERIVED FROM 6 HOURS OF DUAL FREQUENCY GNSS OBSERVATIONS POST PROCESSED USING NATURAL RESOURCE CANADA'S PRECISE POINT POSITIONING (PPP) SERVICE.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.999968. THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON A MEAN ELLIPSOIDAL ELEVATION OF 298m.

LEGEND

- ... STANDARD IRON POST FOUND (BCLS TYPE 5)
- ... STANDARD IRON POST PLACED (BCLS TYPE 5)
- ... STANDARD CAPPED POST FOUND (BCLS TYPE 4)
- ... STANDARD CAPPED POST PLACED (BCLS TYPE 4)
- ▲ ... GCP (GROUND CONTROL POINT) PLACED
- ... LANDS DEALT IN THIS PLAN BOUNDARY THUS
- - - ... THE LINES SHOWN THUS

ALL MONUMENTS FOUND AND PLACED HAVE BEEN REFERENCED WITH A 1.5m ANGLE IRON PLACED 5.3 FROM THE MONUMENT. A PLAKE IS ATTACHED WITH THE WORDS 'LEGAL SURVEY MARKER DO NOT DISTURB' INSCRIBED THEREON.

BEARINGS TO BEARING TREES ARE MAGNETIC. DISTANCES HAVE BEEN MEASURED FROM 1m ABOVE THE MONUMENT TO THE TREE.

A SURVEY REPORT FOR THIS SURVEY HAS BEEN RECORDED UNDER NUMBER FB42847 CLSR.

CANADA LANDS SURVEYS RECORDS
ARCHIVES D'ARPENTAGE DES TERRES DU CANADA
108812
DATE: 2019-12-10

Correction Note: The area of Lot 4 has been changed from 13.2ha to 1.32ha. See request Rhodes - Zelli dated January 14th, 2020 on file.

**CORRECTION
CONFIRMED**

Digitally signed by Gingras, Martin
Date: 2020.02.28 13:05:21 -05'00'

**Digitally signed
by Rhodes, Scott**
Date: 2019.10.04
'14:41:03 -07'00'

**Digitally signed by
Brebner, Andrew**
Date: 2019.12.10
'15:45:12 -07'00'

REG. SECTION 36, CANADA LANDS SURVEYORS REGULATIONS
CERTIFIED CORRECT

Department of Natural Resources
Surveyor General Branch
Section 31, Canada Lands Surveys Act

APPROVED
Manager,
Survey Regulations and Standards,
Edmonton

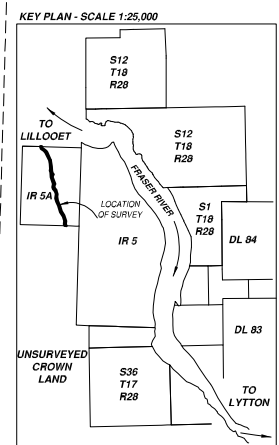
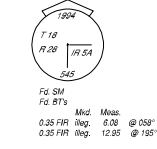
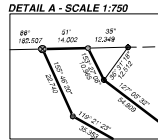
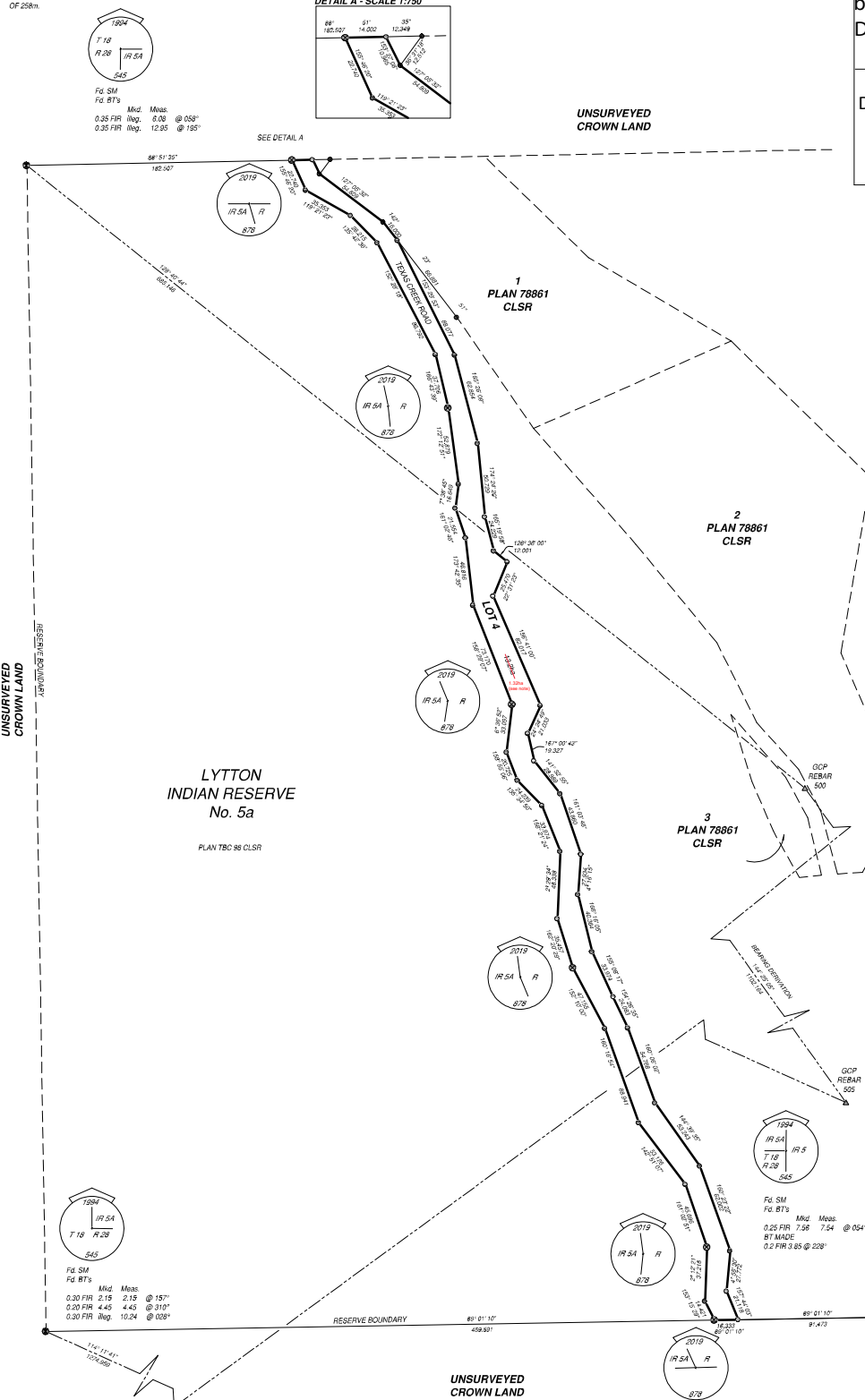


TABLE OF CONTROL MONUMENTS
DATUM: NAD83(BCS) 2005.2
UTM ZONE 10

POINT	NORTHING	EASTING	ELLIPSOID ELEVATION	COMBINED SCALE FACTOR	ESTIMATED ABSOLUTE ACCURACY
800	5565312.850	589215.019	280.717	0.999968	0.07
505	5594422.855	589056.122	246.389	0.999961	0.02

SEAH INDIAN RESERVE No. 5
PLANS 7043 AND 8018 CLSR

TRUE LAND SURVEYING

201 - 2079 Fabron Road ■ Kamloops BC ■ V2C 4J2
tel: 250-838-0981 ■ fax: 250-838-0177
info@true.bc.ca
DRAWN BY: MJA
DWG FILE: 1543-051-HS
JOB NO: 1543-051
FB: 33 ■ P: 19-37

Project :201910069
Checklist : 6742

Schedule “D”

Nesikep Indian Reserve No. 6

Excluded Lands - Land Description

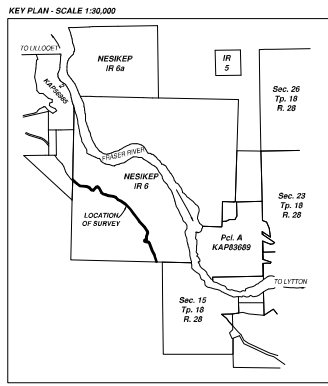
**Reserve Lands within the Province of British Columbia, Canada
In Kamloops Division, Yale District, more particularly described as:**

Lot 4 shown on Plan 108813 CLSR.

Total Lands containing 3.19 hectares (7.88 acres), more or less.

Schedule “D-1”

CLSR Plan 108813



**PLAN OF SURVEY OF LOT 4
 NESIKEP INDIAN RESERVE No. 6
 LILLOOET DISTRICT**

BRITISH COLUMBIA
 BC05 501.052



THE EXTENDED PLOT SIZE OF THIS PLAN IS 800' IN WIDTH BY 1120' IN HEIGHT. SEE DRAWING PLOTTED AT A SCALE OF 1:5000.
 THIS SURVEY WAS EXECUTED DURING THE PERIOD OF JUNE 15th TO JUNE 20th BY SCOTT RHODES, C.L.S. BC.S.

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY STATIC BASELINE OBSERVATIONS BY THE IRM AND NRS AND REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 18.

THE ITRM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY ADHERE TO THE REQUIREMENTS OF QUALITY FREQUENCY GRID OBSERVATIONS PROCESSED USING NATURAL RESOURCE CANADA'S PRECISION POSITIONING SYSTEMS.

THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES TAKE THE GROUND LEVEL DISTANCES BY THE MEANS COMBINED FACTOR OF SURFACE. THE MEANS COMBINED FACTOR HAS BEEN DETERMINED BASED ON A MEAN ELLIPSOIDAL ELEVATION OF 200M.

LEGEND

- STANDARD IRON POST FOUND (BC.S TYPE 5)
- STANDARD IRON POST PLACED (BC.S TYPE 5)
- STANDARD CARVED POST FOUND (BC.S TYPE 4)
- STANDARD CARVED POST PLACED (BC.S TYPE 4)
- GCP (GROUND CONTROL POINT) PLACED
- OLD PATTON DOWNHILL IRON POST FOUND
- AND DATA IN THIS PLAN REFERRED TO
- THE LINES SHOWN THIS

ALL MONUMENTS FOUND AND PLACED HAVE BEEN REFERENCED WITH A 1/4" ANGLE IRON PLACED 6" FROM THE MONUMENT. A PLACQUE IS ATTACHED WITH THE WORDS 'LEGAL SURVEY MARKER - DO NOT DISTURB' AND THE NUMBER.

BEARINGS TO BEARING TREES ARE MAGNETIC. DISTANCES HAVE BEEN MEASURED FROM THE ANGLE OF THE MONUMENT TO THE TREE.
 A SURVEY REPORT FOR THIS SURVEY HAS BEEN RECORDED UNDER NUMBER 2019-12-11.

Digitally signed
 by Rhodes, Scott
 Date: 2019.08.21
 15:16:44 -07'00

Digitally signed by
 Brebner, Andrew
 Date: 2019.12.10
 16:20:42 -07'00

Department of Natural Resources
 British Columbia
 Section 21, Canada Land Survey Act
APPROVED
 Manager,
 Survey Regulation and Standards,
 Edmonton

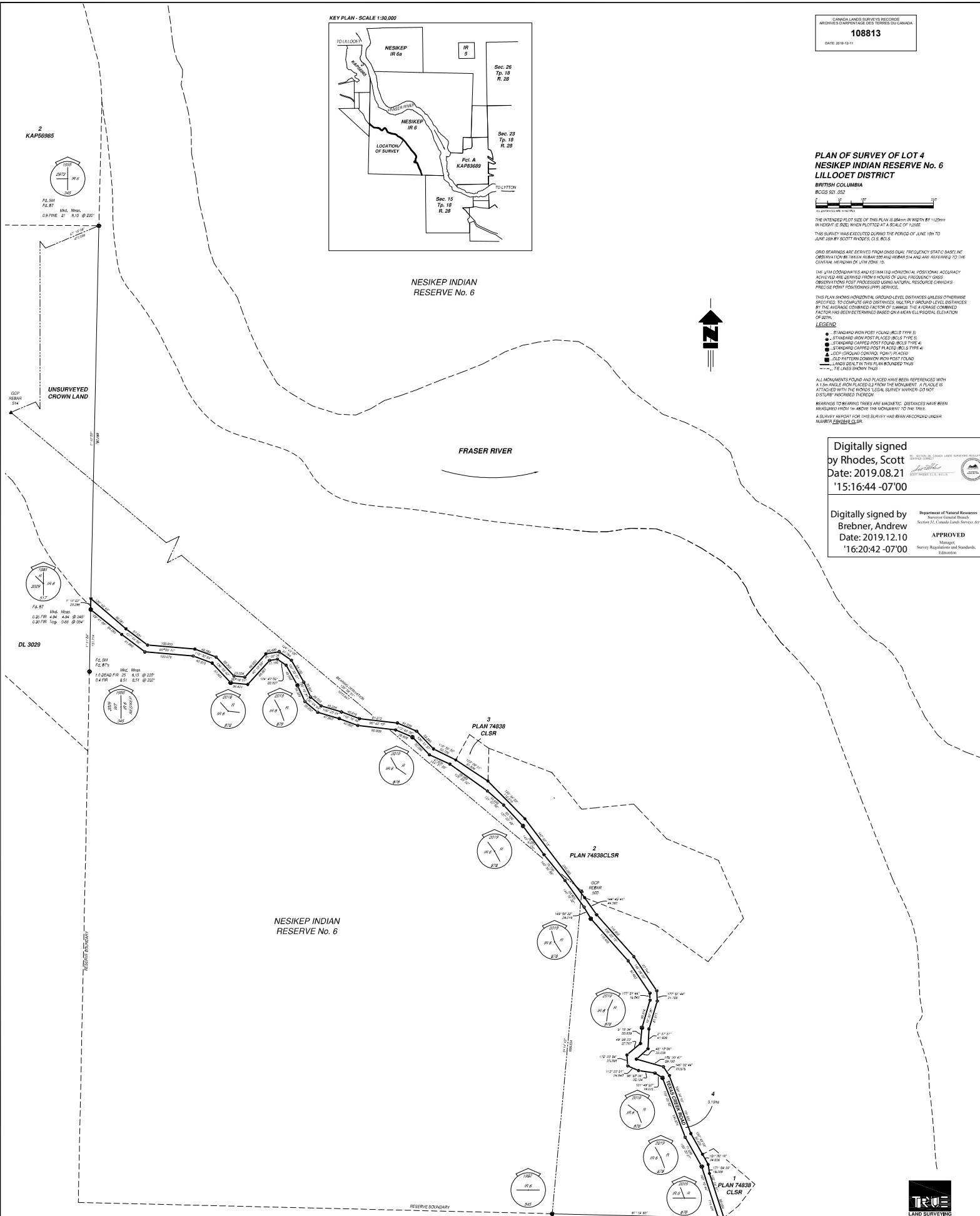


TABLE OF CONTROL MONUMENTS
 DATUM: NAD83/BCS 2020
 UTM ZONE 18

POINT	NORTHING	EASTING	ELLIPSOIDAL ELEVATION	OWNED SCALE FACTOR	ESTIMATED ABSOLUTE ACCURACY
200	509900.780	563204.440	224.14	0.99994	0.02
201	509912.808	562744.441	227.02	0.99992	0.02

UNSURVEYED CROWN LAND

Sec. 15
 Tp. 18
 R. 28
 W6M

TRUE
 LAND SURVEYING
 201-259-1461 | 1461 West 44th Street BC | V2C 4J2
 47 DUNDAS STREET EAST | SUITE 200 | LILLOOET BC | V3L 3G1
 BRENNER@TRUE.SURVEYING.COM
 (604) 881-1181
 (604) 881-1185
 (604) 881-1444

Schedule “E”

Resolution of Council

BAND COUNCIL RESOLUTION - PLACEHOLDER

WHEREAS:

- A. We have negotiated the following instruments to be entered into between His Majesty the King in right of Canada, BC Hydro and the Lytton First Nation, to each of which this resolution is to be attached as a schedule:
- a. Supplemental Terms Amending Agreement for Easement for Electric Power Transmission Lines applicable only to Lytton Reserves: Stryen IR 9, Lytton IR 9A, Nkaih IR 10, Skwayaynope IR 26, and Lytton IR 31;
 - b. Excluded Lands Permit for Electrical Transmission Works applicable only to Lytton Reserves: Stryen IR 9, Lytton IR 9A, Nkaih IR 10, Skwayaynope IR 26, and Lytton IR 31;
 - c. Supplemental Terms Amending Agreement for Permit for Electrical Distribution Works applicable only to Lytton First Nation Reserves: Seah IR 5, Lytton IR 5A, and Nesikep IR 6;
 - d. Excluded Lands Permit for Electrical Distribution Works applicable only to Lytton Reserves: Lytton IR 5, Lytton IR 5A, Nesikep IR 6;
 - e. Supplemental Terms Amending Agreement for Permit for Electrical Distribution Works applicable only to Lytton First Nation Reserves: Stryen IR 9, Lytton IR 9B, Nickeyeah IR 25, Skwayaynope IR 26, Papyum IR 27, Papyum IR 27A, Lytton IR 27B, Lytton IR 31; and
 - f. Excluded Lands Permit for Electrical Distribution Works applicable only to Lytton First Nation Reserves: Stryen IR 9, Lytton IR 9B, Nickeyeah IR 25, Skwayaynope IR 26, Papyum IR 27, Papyum IR 27A, Lytton IR 27B, Lytton IR 31.
- B. We have negotiated the following instruments to be entered into between His Majesty the King in right of Canada, TELUS, and the Lytton First Nation, to each of which this resolution is to be attached as a schedule:
- a. Supplemental Terms Amending Agreement for Permit for Telecommunication Works applicable only to Lytton First Nation Reserves: Lytton IR 9B, Papyum IR 27, and Lytton IR 27B;
 - b. Excluded Lands Permit for Telecommunication Works applicable only to Lytton First Nation Reserves: Lytton IR 9B, Papyum IR 27, and Lytton IR 27B;
 - c. Supplemental Terms Amending Agreement for Permit for Telecommunication Works applicable only to Lytton First Nation Reserves: Nickeyeah IR 25, Skwayaynope IR 26, Papyum IR 27, and Papyum IR 27A; and

- d. Excluded Lands Permit for Telecommunication Works applicable only to Lytton First Nation Reserves: Nickeyeah IR 25, Skwayaynope IR 26, Papyum IR 27, and Papyum IR 27A.

C. The terms used in this resolution that are defined in the instruments have the same meaning as in the instruments.

BE IT RESOLVED that the Council, on behalf of the Lytton First Nation:

- A. has read and understood the above listed instruments;
- B. has been advised by Canada to receive independent legal advice about the Supplemental Terms Amending Agreement before executing it and has been advised to continue to obtain such advice about the First Nation’s rights and obligations;
- C. consents to the execution of the instruments listed above; and
- D. authorizes any one member of the Council to execute the above listed instruments on behalf of the Lytton First Nation.

DATED _____, 2023.

Quorum for the Council is 5 members.

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor