
**EXCLUDED LANDS PERMIT FOR TELECOMMUNICATION
WORKS**

His Majesty the King in right of Canada

AND

Lytton First Nation

AND

TELUS Communications Inc.

Lots 3 and 4 as shown on Plan 108372 CLSR, Nickeyeah Indian Reserve No. 25

Lots 9, 10, and 11 as shown on Plan 108228 CLSR, Skwayaynope Indian Reserve No. 26

Lots 14 and 15 as shown on Plan 108802 CLSR, Papyum Indian Reserve No. 27

**That portion defined as Lot 6 as shown on Plan 108806 CLSR, Papyum Indian Reserve No.
27A**

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

EXCLUDED LANDS PERMIT FOR TELECOMMUNICATION 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

TELUS Communications Inc., a corporation under the laws of British Columbia
(“TELUS”)

Background:

- A. On August 19, 1977, *Canada* issued a permit under authority of section 28(2) of the *Indian Act, RSC 1985 c I-5* (“*Indian Act*”) for telecommunication works to *TELUS* over certain reserve lands for the use and benefit of the *First Nation*, including the *First Nation’s* Nickeyeah Indian Reserve No. 25, Skwayaynope Indian Reserve No. 26, Papyum Indian Reserve No. 27, and Papyum Indian Reserve No. 27A (the “*1977 Permit*”). The *1977 Permit* is registered in the Indian Lands Registry under No. 61812;
- B. 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* 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 Nickeyeah Indian Reserve No. 25, Skwayaynope Indian Reserve No. 26, Papyum Indian Reserve No. 27, and Papyum Indian Reserve No. 27A are to be excluded from the application of the *Lytton First Nation Land Code*;
- C. 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) Lots 3 and 4 as shown on Plan 108372 CLSR, Nickeyeah Indian Reserve No. 25;
- (b) Lots 9, 10, and 11 as shown on Plan 108228 CLSR, Skwayaynope Indian Reserve No. 26;
- (c) Lots 14 and 15 as shown on Plan 108802 CLSR, Papyum Indian Reserve No. 27; and,
- (d) That portion defined as Lot 6 as shown on Plan 108806 CLSR, Papyum Indian Reserve No. 27A.

- D. The parties wish the *Excluded Lands* to be subject to the terms and conditions contained in the *1977 Permit*;
- E. *TELUS* requests this permit over the *Excluded Lands* and this permit applies the rights and obligations and terms and conditions of the *1977 Permit* to the *Excluded Lands*;
- F. *Canada* has title to the *Excluded Lands*, which it holds for the *First Nation*’s use and benefit;
- G. *Canada* is authorized, with the consent of Council of the *First Nation*, to issue this permit under subsection 28(2) of the *Indian Act*;
- H. Council of the *First Nation* accepts that *TELUS* has paid the fees in full under the *1977 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, *TELUS* continuing to provide Nickeyeah Indian Reserve No. 25, Skwayaynope Indian Reserve No. 26, Papyum Indian Reserve No. 27, and Papyum Indian Reserve No. 27A with telecommunication services for community purposes; and
- I. 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 “F”.

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, the receipt of which is hereby acknowledged, 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 *TELUS* for the non-exclusive use of the *Excluded Lands* on the same terms and conditions of the *1977 Permit*, and incorporates the *1977 Permit*, attached as Schedule “A” – Excluded Lands Permit, to be read with the necessary changes to the *1977 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 *1977 Permit* describes areas of permitted use of the *First Nation’s* reserves in paragraph (a) and (b) and as depicted in Appendices “A” (of the *1977 Permit*). Schedule “A” as incorporated in this permit applies to the part of Nickeyeah Indian Reserve No. 25, the part of Skwayaynope Indian Reserve No. 26, the part of Papyum Indian Reserve No. 27, and the part of Papyum Indian Reserve No. 27A as described in Schedules “B”, “C”, “D” and “E” to this permit, and taken together, the lands described in Schedules “B”, “C”, “D” and “E” constitute the lands to which the administration of the permit will be under the *Indian Act*, as follows:
- (a)** Schedule “B” Nickeyeah Indian Reserve No. 25, Excluded Lands – Land Description;
 - (b)** Schedule “B-1” CLSR Plan 108372;
 - (c)** Schedule “C” Skwayaynope Indian Reserve No. 26, Excluded Lands – Land Description;
 - (d)** Schedule “C-1” CLSR Plan 108228;
 - (e)** Schedule “D” Papyum Indian Reserve No. 27, Excluded Lands – Land Description;
 - (f)** Schedule “D-1” CLSR Plan 108802;
 - (g)** Schedule “E” Papyum Indian Reserve No. 27A, Excluded Lands – Land Description; and,
 - (h)** Schedule “E-1” CLSR Plan 108806.
- 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 *TELUS*:
- (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 or email addresses (as provided) 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 *TELUS*:

Manager, Indigenous Lands Relations
TELUS House 768 Seymour St
Vancouver, BC V6B 5J3
Email:
indigenouslandsrelations@telus.com

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.

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 TELUS]

Witness as to the <i>First Nation's</i>)	Lytton First Nation , as represented by its
authorized signatories:)	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 TELUS]

Witness as to *TELUS*' authorized signatory:

)
)
)
)
)
)
)
)
)
)
)
)
)
)
)

TELUS Communications Inc., 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 TELUS]

Schedule “A”

Permit Between Her Majesty the Queen in right of Canada and TELUS Communications Inc., dated August 19, 1977, registered in the Indian Lands Registry System under # 61812

C A N A D A

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT

THIS AGREEMENT, made in quadruplicate as of the 19th day of August, nineteen hundred and seventy-seven.

BETWEEN: HER MAJESTY THE QUEEN
in right of Canada

(hereinafter called "Her Majesty")

OF THE FIRST PART

AND: BRITISH COLUMBIA TELEPHONE COMPANY
a body corporate duly incorporated
under the laws of the Province of
British Columbia, and having its
registered office and chief place
of business at 3777 Kingsway, in
the District of Burnaby, in the
Province of British Columbia

(hereinafter called the "Permittee")

OF THE SECOND PART

PLEASE INITIAL

[Handwritten initials: J, F, J, R]
WHEREAS the lands known as NICKEYEAH Indian Reserve
No. 25, SKWAYAYNOPE Indian Reserve No. 26 and POPYUM Indian
Reserves Nos. 27 and 27A (hereinafter called "the Reserve")
in the Province of British Columbia have been set apart by
Her Majesty for the use and benefit of the Lytton Band of
Indians, (hereinafter called "the Band");

AND WHEREAS the Permittee has applied for permission to
lay and maintain an underground telephone cable on the
Reserves for the distribution of telephone lines directly to
customers for communication purposes.

AND WHEREAS the Council of the Band, by Resolution
dated May 10, 1977 has applied to Her Majesty in writing
that a permit be granted to the Permittee for the purposes
above recited on the terms and conditions set out hereunder;

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, on behalf of Her Majesty 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, string, operate and maintain an underground telephone cable for the purpose of distribution of telephone lines directly to customers for communication purposes (all of which are hereinafter collectively called "the works") on, over and across those parts of the Reserve shown coloured red on the plan annexed as Appendices "A" to this Agreement; and

(b) For so long as the Permittee maintains the cable referred to in paragraph (a) hereof or any substitute therefore and is not in default hereunder, to construct, string, operate and maintain one or more extensions of the works on 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 9 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 as long as telephone service is required by the Band commencing the 1st day of August, 1977.
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 the Permittee shall not assign the rights hereby granted.
5. 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.

6. That the land occupied by the works shall be used for the purpose aforesaid and for no other purpose.
7. 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, 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, stringing, operating, maintaining, extending and patrolling the works.
8. 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.
9. 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 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) (a) 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 the "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) 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, requests 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.

10. 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.

11. 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.

12. That this permit may be revoked by the Minister for whatever reason, by a notice in writing, giving the Permittee such notice as may be considered reasonable in the discretion of the Minister, PROVIDED HOWEVER, that such revocation shall not prejudice the Minister's right to recover from the Permittee the fees then accrued or accruing, or any other right of action arising from, under or in respect of this Permit; AND PROVIDED FURTHER, if there shall have been any default on the part of the Permittee in respect of any covenant, proviso, stipulation or condition on the part of the Permittee herein contained, no notice shall be required.

13. 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 claims 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.

14. 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.

15. 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.

16. 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
Ottawa, K1A 0H4, Ontario

If given to the Permittee:

British Columbia Telephone Company
3777 Kingsway
Burnaby, B.C.

17. That, notwithstanding anything herein contained to the contrary, this Permit does not create any rights of tenancy of any possessory rights to the said lands; and Her Majesty and all persons lawfully in possession or entitled to the use and benefit of the lands comprising the Permit Area shall have the right fully to use and enjoy the said Permit Area except only insofar as it may be necessary for the Permittee to use the same for the purpose aforesaid.
18. That Her Majesty reserves the right to grant licenses or rights-of-way to other persons across, through or over any portion of the said lands; PROVIDED however, the rights so granted shall not unnecessarily interfere with the right, license and authority granted by this Permit, and in the event of such interference, compensation shall be set at the sole discretion of Her Majesty.
19. That time is of the essence of this Permit and all provisions hereof.

20. The Permittee and the Minister mutually covenant and agree that this Permit is given under Section 28(2) of the Indian Act, RSC 1970, Chapter 106, and the rights given hereby shall be construed as a license only and shall not be deemed to grant, convey or confer on the Permittee any right in rem or any estate or interest in the title to those portions of NICKEYEAH Reserve No. 25, SKWAYAYNOPE Indian Reserve No. 26 and POPYUM Indian Reserves Nos. 27 and 27A comprising the Distribution Line.

21. Notwithstanding anything in this permit contained, the Permittee on behalf of itself, their officers, servants, agents, tenants, licencees and invitees acknowledges and agrees that this Permit does not confer or give rise to any greater right or rights upon the Permittee, their officers, servants, agents, tenants, licencees and invitees than the Minister is authorized to confer by sub-section 28(2) of the Indian Act.

22. Notwithstanding paragraphs 16 and 17 hereof, the Minister on behalf of Her Majesty hereby acknowledges and agrees with the Permittee that the rights hereby given to the Permittee shall not be revoked as long as the works installed hereunder are required by the Permittee for the transmission and distribution of electric energy and for telecommunication purposes in accordance with paragraph 1 hereof.

AND IT IS FURTHER AGREED that this Permit shall be subject to the provisions of the Indian Act and Regulations established thereunder, and to any legislation in substitution therefore or amendment thereof which may hereafter be enacted or made.

IN WITNESS WHEREOF Gordon Alan Poupore, Director, Lands Branch, Indian-Eskimo Economic Development Branch 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



as to the signature of
Gordon Alan Poupore,
Director,
Lands Branch.



Gordon Alan Poupore,
Director,
Lands Branch



The Common Seal of
BRITISH COLUMBIA TELEPHONE COMPANY
as hereunto affixed in
the presence of:



DIRECTOR
VICE PRESIDENT



ASST SECRETARY

APPROVED

REAL ESTATE
SUPERVISOR

APPROVED

COUNSEL

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that on the 19th day of September, 19 77, at Burnaby, in the Province of British Columbia, BETTY J. RUMFORD, who is personally known to me, appeared before me and acknowledged to me that she is the Assistant Secretary of British Columbia Telephone Company, and that she is the person who subscribed her name to the annexed instrument as Assistant Secretary of the said British Columbia Telephone Company and affixed the seal of the British Columbia Telephone Company 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 hereto set my hand at Burnaby, British Columbia, this 20th day of September 19 77.

Robert K. Wilson

A Commissioner for Taking
Affidavits for British Columbia

CANADA)
PROVINCE OF QUEBEC)
City of HULL)
TO WIT:)

I, Suzanne Kehoe of the City of Hull,
in the Province of Quebec,
Public Servant

MAKE OATH AND SAY:

1. I was personally present and did see the within instrument
duly executed by Gordon Alan Poupore, Director, Lands Branch of the
Department of Indian Affairs and Northern Development.

2. I know the said Gordon Alan Poupore and that he is in
my belief of the full age of eighteen years.

3. I am the subscribing witness thereto and I am of the full
age of sixteen years.

SWORN before me in the)
City of HULL in the)
Province of QUEBEC,)
this 11th day of)
January 1979)



Ellen Margaret Christie
Commissioner pursuant to Section 108 (a)
Indian Act - as of August 15, 1974.

DATED 19th day of August 1977

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

AND

BRITISH COLUMBIA TELEPHONE COMPANY

DISTRIBUTION LINE AGREEMENT



**BAND COUNCIL RESOLUTION
RESOLUTION DE CONSEIL DE BANDE**

77 AGO 8 1 8 49

NOTE: The words "From our Band Funds" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures.
 NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas 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 INDIAN BAND	Current Capital Balance Solde de capital	\$ _____
AGENCY DISTRICT		Committed - Engagé	\$ _____
PROVINCE PLACE	BRITISH COLUMBIA	Current Revenue balance Solde de revenu	\$ _____
NOM DE L'ENDROIT	LYTTON	Committed - Engagé	\$ _____
DATE	10th MAY AD 19 77		
	DAY - JOUR MONTH - MOIS YEAR - ANNÉE		

DO HEREBY RESOLVE:
DECIDE, PAR LES PRESENTES:

THAT: we agree to grant permission to the B.C. Telephone Company to install buried cable and pedestal terminals on Nickeyeah I.R. #25, and #27 Skwayaynope I.R. #26, and Papyum I.R. #27A for the purpose of providing telephone services to our Band members on these reserves. Fee for this shall be \$1.00

A quorum for this Band
Pour cette bande le quorum est
consists of
fixé à
Council Members
Membres du Conseil

Lena Brewster
(Councillor - conseiller)
Edward Charles
(Councillor - conseiller)
Daniel L. Thom
(Councillor - conseiller)
Nathan Spinks
(Councillor - conseiller)

Tim Spinks
(Chief - Chef)
George Henry
(Councillor - conseiller)
Louis Phillip
(Councillor - conseiller)

(Councillor - conseiller)
(Councillor - conseiller)
(Councillor - conseiller)
(Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE

1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR		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"/> Revenue
	A. Capital	B. Revenue - Revenu			
\$	\$	\$			
6. Recommended - Recommandable			Approved - Approuvable		
Date	Recommending Officer - Recommandé par		Date	Approving Officer - Approuvé par	
	<i>Hubert James Ryan</i>			<i>Gordon Alan Poupore</i>	

IA 135 (3-74) 7530-21-023-4662
 HUBERT JAMES RYAN
 Chief, Property and Estate Management Division

Gordon Alan Poupore,
 Director,
 Lands Branch

981 / 31-6-22-25

DEMANDE D'ENREGISTREMENT
DES TERRES INDIENNES

APPLICATION FOR REGISTRATION
OF INDIAN LANDS

présentes requièrent l'enregistrement du document ci-après décrit suivant la Loi sur Indiens, soit dans le registre des terres réserve, soit dans le registre des terres ées, suivant le cas.

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.

DESCRIPTION

(BC-77-2929) (CM)

PARTICULARS

DES PARTIES ET LEURS ADRESSES SAUF POUR
COURONNE:

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

..... BRITISH COLUMBIA TELEPHONE COMPANY

TITRE DE L'ACTE :
TITLE OF INSTRUMENT: ... PERMIT

DATE DE L'ACTE :
DATE OF INSTRUMENT: ... AUGUST 19, 1977

PROVINCE DE L'IMMEUBLE:

LAND DESCRIPTION

Province : ... BRITISH COLUMBIA

Parcelle & No.:
Parcelle & No.: ... NICK-VEAH No. 25, SKWAYAYNOPE No. 26 AND
celle : POPYUM NOS 27 AND 27A.

Parcelle :
cel :
... AREA AS SHOWN ON SKETCH ATTACHED

NATURE DU DROIT OU DE L'OBLIGATION:
NATURE OF INTEREST OR CHARGE :

Signature of Applicant
nature du Requérent/Signature of Applicant

Date
January 12, 1979

JAN 12 1979

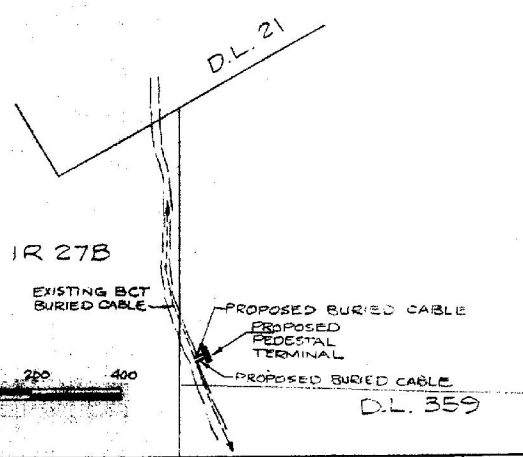
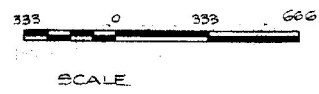
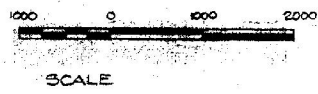
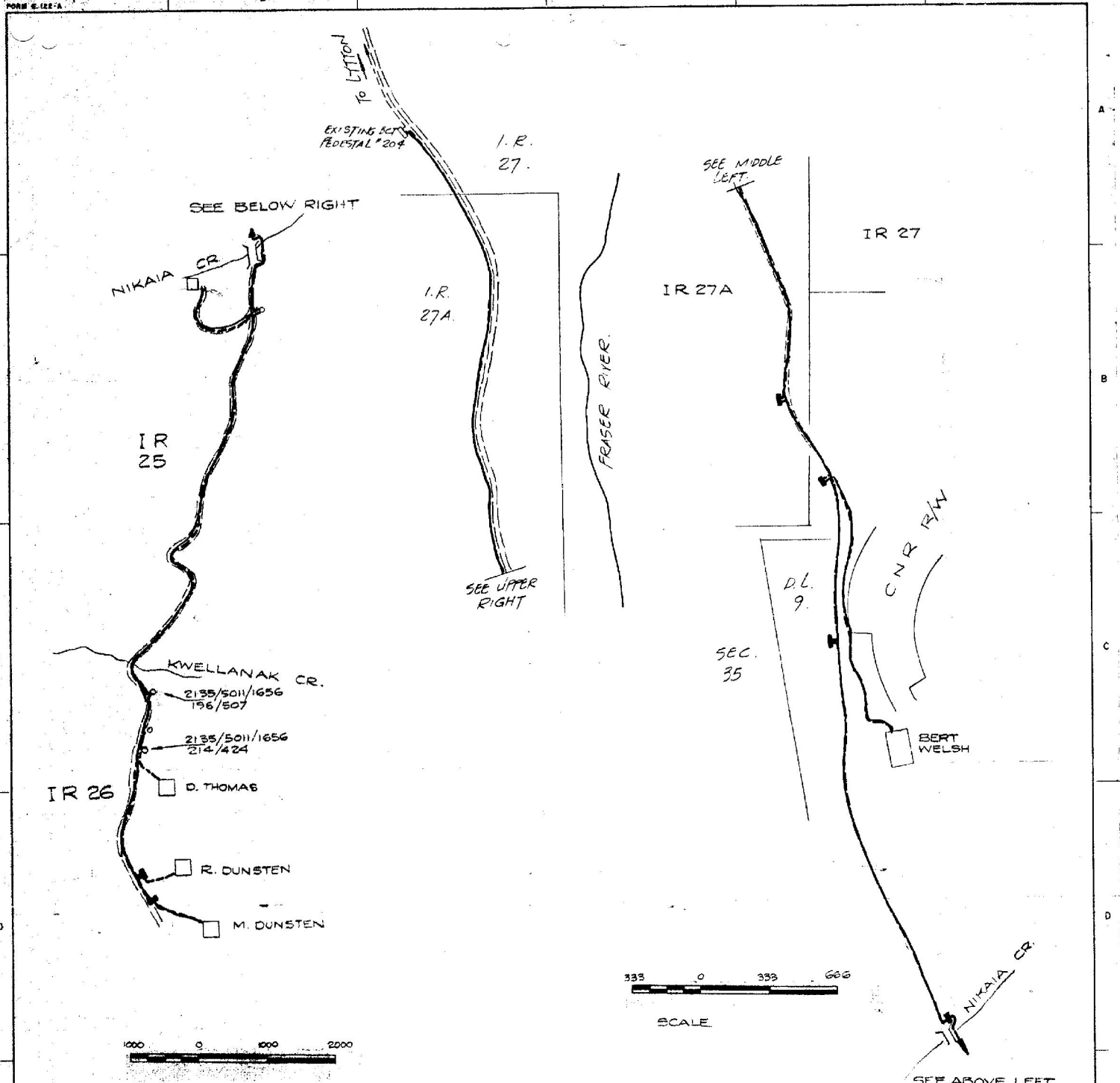
Adresse/Address
18th Floor.

E:

NOTE:

demande d'enregistrement doit être faite séparément pour chaque droit ou obligation à enregistrer.

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



- LEGEND**
- O POLE
 - ⊥ ANCHOR
 - T PUSH BRACE
 - SERVICE BOX
 - BURIED CABLE
 - ⊥ PEDESTAL TERMINAL
 - CONDUIT
- NOTE: EXISTING PLANT - LIGHT; PROPOSED - HEAVY; REMOVALS - N'S THROUGH.

CABLE TO HAVE 2' MIN COVER:

JV 1562
1563
1564
1565
1566

71-0607 EXTENDED CABLE TO I.R. 27 EXISTING PED. #204 L.E. ISSUE: 2	SHEET 1	ENGR. M. DIXON DR. R.M.	PROPOSED BURIED CONSTRUCTION TO PROVIDED SERVICE TO MRS. M. DUNSTEN LYTTON		
	OF 1	W.O. 615499 CH. 42			
	1	SCALE AS SHOWN DATE 77.3.17	ASSOC. DRGS. GCI-056-020	QP2-056-016 SHEET 1 OF 1	A2
	2	REF LYTTON SH 12567	B.C. TEL INTERIOR DIVISION		

061812

FEB 1 8 36 AM '79

INDIAN RESERVE NO. _____

BRITISH COLUMBIA

PERMIT

NUMBER OF PIECES

19

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.

J. Alcorn
For Registrar

NICKEYEAH I.R. NO. 25
SKWAYAYNOPE I.R. NO. 26
PAPYUM I.R. NO. 27 AND 27A

Schedule “B”

Nickeyeah Indian Reserve No. 25

Excluded Lands – Land Description

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

Lots 3 and 4, as shown on Plan 108372 CLSR.

Total excluded land containing by admeasurement 2.47 hectares (6.10 acres), more or less.

Schedule “B-1”:

CLSR Plan 108372

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

108372

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD

PLAN OF DIVISION OF LOTS 1 AND 25
IN THE
NICKEWAN INDIAN RESERVE,
CANTON OF
INDIANA,
AND ROAD



Table 1: Measurements of Lots and Roads

Description	Length (ft)	Width (ft)	Area (sq ft)	Remarks
Lot 1	1200	1200	1,440,000	Central lot
Lot 25	1200	100	120,000	Narrow strip lot
Road 1	1200	20	24,000	Right-of-way
Road 2	1200	20	24,000	Right-of-way
Road 3	1200	20	24,000	Right-of-way

Table 2: Survey Data

Point	Easting (ft)	Northing (ft)	Height (ft)
1	1000	500	100
2	1100	600	100
3	1200	700	100
4	1300	800	100
5	1400	900	100
6	1500	1000	100

Schedule “C”

Skwayaynope Indian Reserve No. 26

Excluded Lands – Land Description

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

Lots 9, 10, and 11 on Plan 108228 CLSR.

Total excluded land containing by admeasurement 1.282 hectares (3.17 acres), more or less.

The above described Reserve Lands are subject to:

The terms and conditions set out Federal Order in Council 1930-208, registered in the ILRS as No. 15203.

Schedule “C-1”:

CLSR Plan 108228

NICKEYEAH INDIAN RESERVE
NUMBER 25

106228

SECTION 26
TOWNSHIP 14
RANGE 27
W.6M.

SECTION 23
TOWNSHIP 14
RANGE 27
W.6M.

LYTTON INDIAN RESERVE
NUMBER 31
PLANS BC367, BC782, BC1033,
36328 AND 37163 CLSR

PLANS TBC85, BC1035, 52474 AND 52577 CLSR

PLAN OF SURVEY OF LOTS 9, 10 AND 11,
SKWAYAYNOPE INDIAN RESERVE NUMBER 26,
KAMLOOPS DIVISION YALE DISTRICT,
BRITISH COLUMBIA.

BCGS 92.013
SCALE 1 : 1000

THIS SURVEY WAS EXECUTED BETWEEN JULY 17, 2018
AND AUGUST 21, 2018 BY DOUGLAS L. DODGE, C.L.S., B.C.S.

LEGEND

A survey report for this survey has been recorded under Field Book number 106228.

Readings are given, derived from the temporary reference corner points. (DMS) observations of ϕ (DMS) and ψ (DMS) are referred to the central meridian of Zone 10 (Longitude $122^{\circ} 00'$ W).

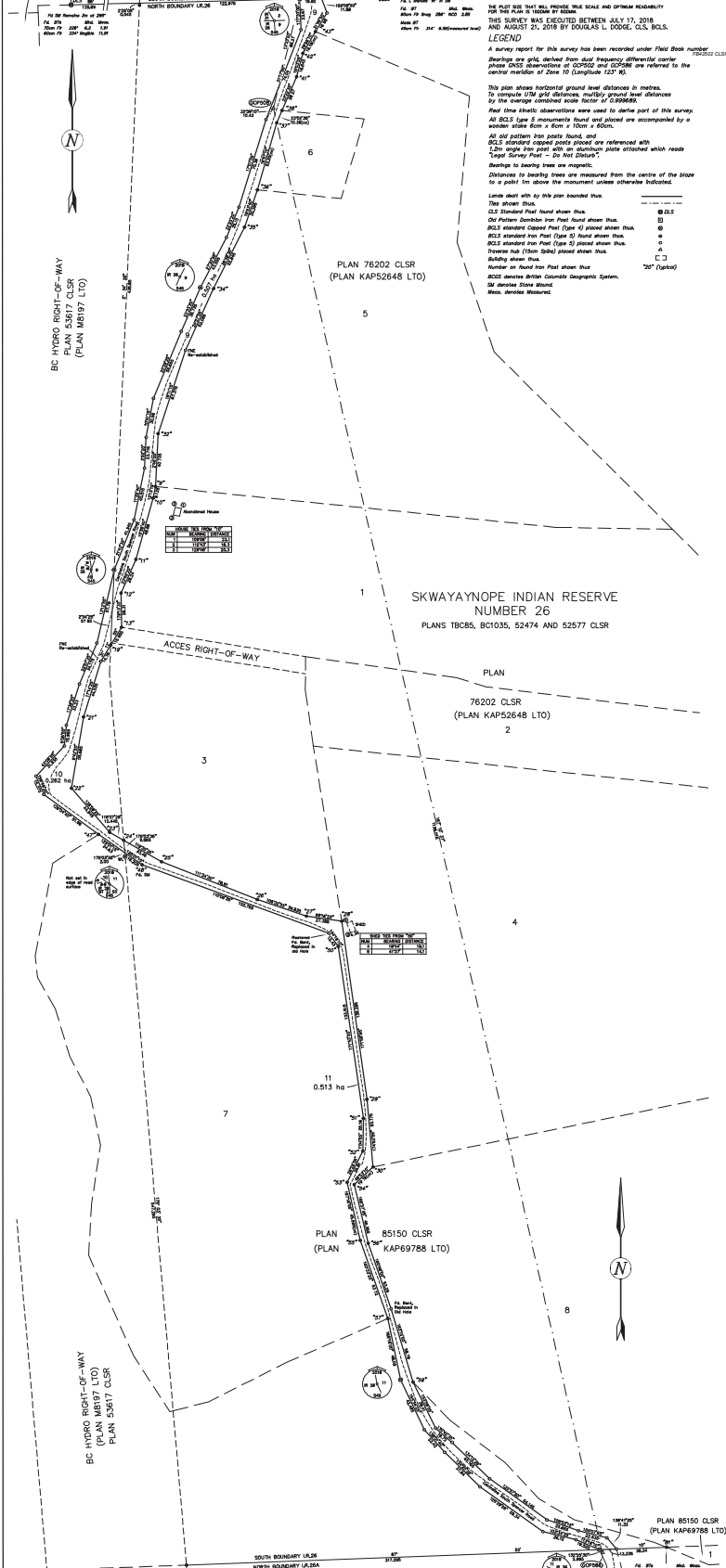
The plan shows horizontal ground level distances in metres. To compute UTM ψ distances, multiply ground level distances by the average combined scale factor of 0.99985.

Field time stadia observations were used to derive part of this survey. All B.C.S. (type 5) monuments found and placed are accompanied by a wooden stake from a 6cm x 6cm x 60cm.

All old pattern iron posts found, and B.C.S. standard capped point placed are referenced with 1.5m angle iron post with an aluminium plate attached which reads "Target Survey Point - Do Not Disturb".

Markings to beaching trees are magnetic. Distances to beaching trees are measured from the centre of the tree to a point 1m above the monument unless otherwise indicated.

Links shall with by this plan bounded thus:
The above thus:
C.L.S. Standard Flat found stone thus:
C.L.S. Standard Non Flat found stone thus:
B.C.S. Standard Capped Point (Type 4) placed stone thus:
B.C.S. Standard Non Flat (Type 5) found stone thus:
B.C.S. Standard Non Flat (Type 5) placed stone thus:
Building stone thus:
Number and (Iron Stake) placed stone thus:
Number on found iron post stone thus:
B.C.S. Standard Stone Monument (Type 5) placed stone thus:
Old stone monument



LYTTON INDIAN RESERVE
NUMBER 26A
PLANS BC871, BC1035, 18103 AND 52474 CLSR

FILED Number 106228
Digitally signed by
Dodge, Douglas
Date: 2018.05.22
13:00:13 -0700

Digitally signed by
Bretter, Andrew
Date: 2019.05.22
12:13:32 -0600

UTM Coordinates - MAD3 (CRS) Zone 10

STATION	NORTHING	EASTING	COUNTRY	TERMINAL
00114	1663014.49	608824.1	CANADA	NOVAPAL
00201	1663014.41	618318.9	CANADA	NOVAPAL
00202	1663014.34	628813.7	CANADA	NOVAPAL
00203	1663014.27	639308.5	CANADA	NOVAPAL
00204	1663014.20	649803.3	CANADA	NOVAPAL

Coordinates are MAD3(CRS), Zone 10(2011) and are derived from National Reference Coordinate Public Participation system.

BYRON JAY BARBER
Land Surveyor BC
18 WILSON STREET
VICTORIA BC V8W 2G7
250-360-7070
B.C. Lic. 10883 Exp. #

Schedule “D”

Papyum Indian Reserve No. 27

Excluded Lands – Land Description

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

Lots 14 and 15 as shown on Plan 108802 CLSR.

Total excluded land containing by admeasurement 1.36 hectares (3.36 acres), more or less.

Schedule “D-1”:

CLSR Plan 108802

CANADIAN LAND SURVEYING REGULATIONS
ARCHIVES D'ARTICULÉ DES TIERS DU CANADA
108802
DATE: 2019-12-08

**PLAN OF SURVEY OF LOTS 14 AND 15
PAPYUM INDIAN RESERVE No. 27**
BRITISH COLUMBIA
BCGS 921 023

THE INTENDED PLAT SIZE OF THIS PLAN IS 140m BY 500m IN HEIGHT
(O SIZE) WHEN PLOTTED AT A SCALE OF 1:1500

THE FIELD SURVEY WAS EXECUTED DURING THE PERIOD OF OCTOBER
14TH TO NOVEMBER 19TH BY SCOTT PROCTOR, CLS (S)

GRID BEARINGS ARE DERIVED FROM GNSS DUAL FREQUENCY STATIC BASELINE
OBSERVATION BETWEEN REBAR 000 AND REBAR 513 AND ARE REFERRED TO
THE CENTRAL MERIDIAN OF UTM ZONE 18

THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACCURACY
OBSERVATIONS POST PROCESSED USING A NATURAL RESOURCE CANADA
PRECISE POINT POSITIONING (PPP) SERVICE

THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES UNLESS OTHERWISE
SPECIFIED. VERTICAL DISTANCES ARE MEASURED FROM THE MEAN SEA LEVEL
BY THE BENCH MARKED FACTORY OF BARRAND. THE VERTICAL CORRECTION
FACTOR HAS BEEN DETERMINED BASED ON A MEAN ELLIPSOIDAL ELEVATION
OF 220m.

LEGEND
• STANDARD IRON POST FOUND (ICLS TYPE 5)
• STANDARD IRON POST PLACED (ICLS TYPE 5)
• STANDARD IRON POST FOUND (ICLS TYPE 4)
• STANDARD IRON POST PLACED (ICLS TYPE 4)
• STANDARD CONCRETE POST FOUND (ICLS TYPE 1)
• STANDARD CONCRETE POST PLACED (ICLS TYPE 1)
• IRON PIN FOUND IN THIS PLAN SURVEY THIS
--- THE LINES SHOW THIS

ALL CAPPED POSTS FOUND AND PLACED HAVE BEEN REFERENCED
WITH A 1.5m ANGLE FROM PLACED 5m FROM THE MONUMENT.
BEARINGS TO MONUMENTS ARE MEASURED FROM THE MONUMENT TO THE
MARKER. DO NOT INVERT INVERSE THEOREM SURVEY.

ALL IRLS TYPE 5 POSTS HAVE 100mm x 100mm x 150mm TRIANGULAR
WOODEN GUARD STAKES
BEARINGS TO BEARING TREES ARE MAGNETIC. DISTANCES HAVE
BEEN MEASURED FROM 7m ABOVE THE MONUMENT TO THE TREE
TOP. BEARINGS TO BEARING TREES ARE MEASURED FROM THE
MONUMENT TO THE TREE TOP. THIS SURVEY HAS BEEN RECORDED UNDER
NUMBER P42583 CLSR.

Digitally signed
by Rhodes, Scott
Date: 2019.07.10
10:36:22 -0700

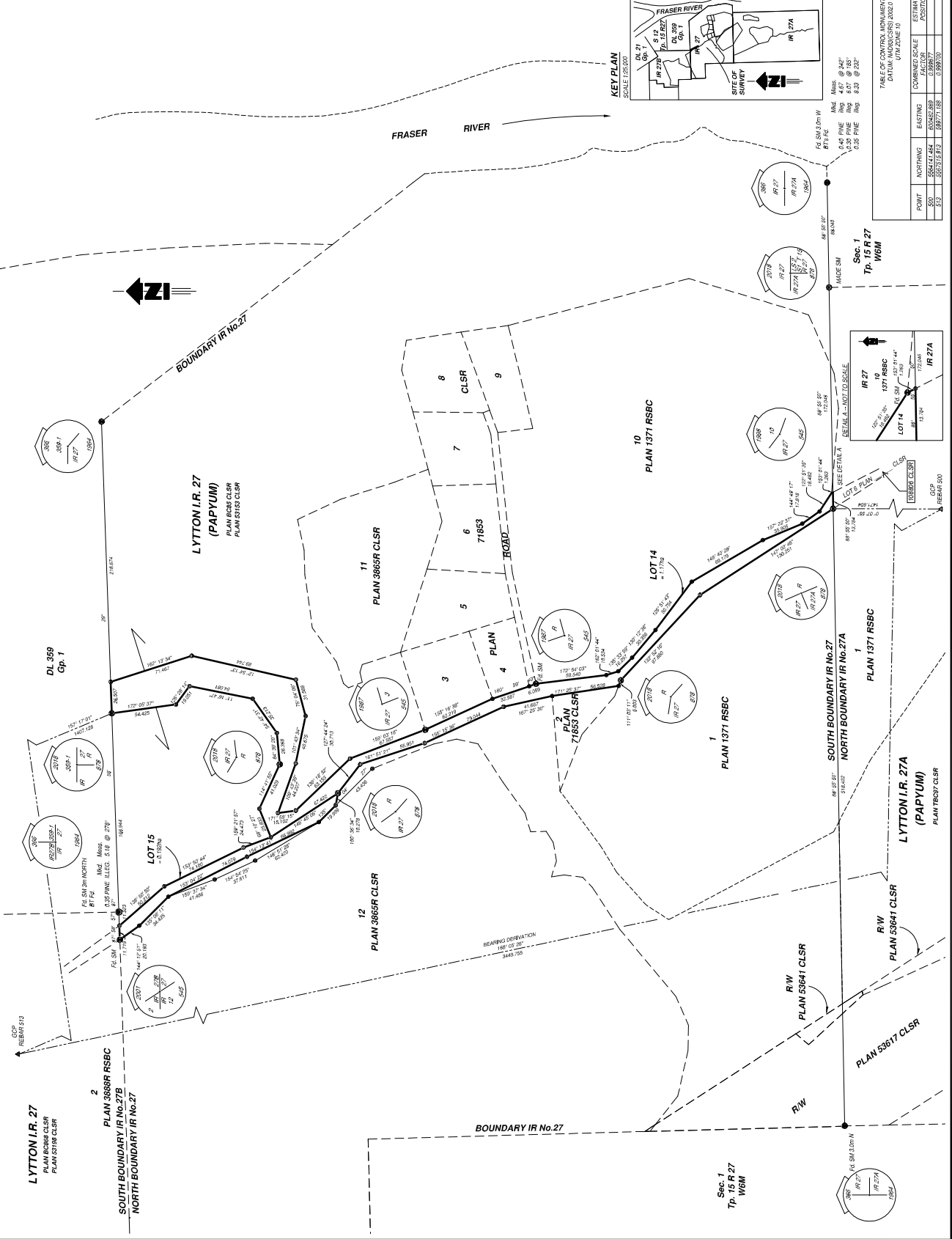
Digitally signed by
Brebner, Andrew
Date: 2019.12.05
11:20:33 -0700

APPROVED
Manager,
Survey Regulations and Standards,
Edmonton

TRUE
LAND SURVEYING
201-709-1311
14500-125 Ave SW, Edmonton, AB T6C 0K7
DUNCAN P. LAM
P. 714-76, 102

Project: 201810070
Checked: 6/21/18

POINT	NORTHING	EASTING	COMBINED SCALE	ESTIMATED HORIZONTAL POSITIONAL ACCURACY	UTM ZONE
500	5554414.44	603462.882	0.999997	57.33	18
512	5552187.87	597717.88	0.999999	42.87	18



Schedule “E”

Papyum Indian Reserve No. 27A

Excluded Lands – Land Description

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

That portion defined as Lot 6 Plan 108806 CLSR.

Total excluded land containing by admeasurement 1.69 hectares (4.17 acres), more or less.

Schedule “E-1”:
CLSR Plan 108806

**PLAN OF SURVEY OF LOT 6
 PAPPYUM INDIAN RESERVE No. 27A**
 BRITISH COLUMBIA
 BCOS 921, 023



THE INTENDED LOT SIZE OF THIS PLAN IS 86811 M² IN WIDTH BY 14020 M IN HEIGHT (E SIZE) WHEN PLOTTED AT A SCALE OF 1:1000.
 THIS FIELD SURVEY WAS EXECUTED DURING THE PERIOD OF OCTOBER 18, 2019 TO JUNE 20, 2019 BY SCOTT RHODES, C.L.S., R.S.
 CIVIL MEASUREMENTS WERE DERIVED FROM GNSS DUAL FREQUENCY STATIC BASELINE OBSERVATION BETWEEN REBAR 203 AND REBAR 213 AND WERE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10.
 THE CIVIL COORDINATES AND DERIVED HORIZONTAL POSITIONAL ACCURACY AS NOTED ARE DERIVED FROM 6 HOURS OF DUAL FREQUENCY GNSS OBSERVATION AT TWO STATION POINTS USING NATURAL RESOURCES CANADA'S PRECISE POINT POSITIONING (PPP) SERVICE.
 THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO CONVERT GROUND DISTANCES INTO HORIZONTAL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.999988 THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON A MEAN ELLIPSOIDAL ELEVATION OF 200m.

- LEGEND**
- STANDARD IRON POST FOUND (BCS TYPE S)
 - STANDARD IRON POST PLACED (BCS TYPE S)
 - STANDARD CAPPED POST FOUND (BCS TYPE A)
 - STANDARD CAPPED POST PLACED (BCS TYPE A)
 - CHAIN WITNESS
 - CHAIN WITNESS CONTROL POINT PLACED
 - LANDS DEPT. PLAN BOUNDARY THIS SURVEY
 - THE LANDS DEPT. FILE

ALL CAPPED POSTS FOUND AND PLACED HAVE BEEN REFERENCED WITH A 120° ANGLE FROM PLACED 120° FROM THE MONUMENT. A 10° ANGLE IS ATTACHED WITH THE WORDS 'CHAIN SURVEY MARKER - DO NOT DISTURB' INSCRIBED THEREON.

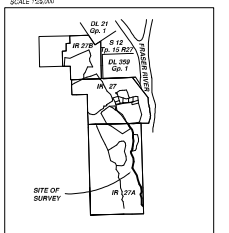
ALL BOLS TYPE A POSTS HAVE 100m x 100m x 100m TRIANGULAR WOODEN GUARD STAKES.

MEASUREMENTS TO BARKING TREES ARE MAGNETIC DISTANCES HAVE BEEN DERIVED FROM THE MONUMENT TO THE TREE.

NOTE: THIS PLAN SHOWS ONE CHAIN WITNESS POSTS WHICH ARE NOT SET ON THE TRAIL CORNER(S).

A SURVEY REPORT FOR THIS SURVEY HAS BEEN RECORDED UNDER NUMBER 108806 CLSR.

KEY PLAN



Digitally signed
 by Rhodes, Scott
 Date: 2019.07.10
 '10:12:22 -07'00

Digitally signed by
 Brebner, Andrew
 Date: 2019.12.06
 '11:01:59 -07'00

Department of Natural Resources
 Survey and Geomatics Branch
 Section 33, Canada Land Survey, Act
APPROVED
 Manager,
 Survey Regulations and Standards,
 Edmonton

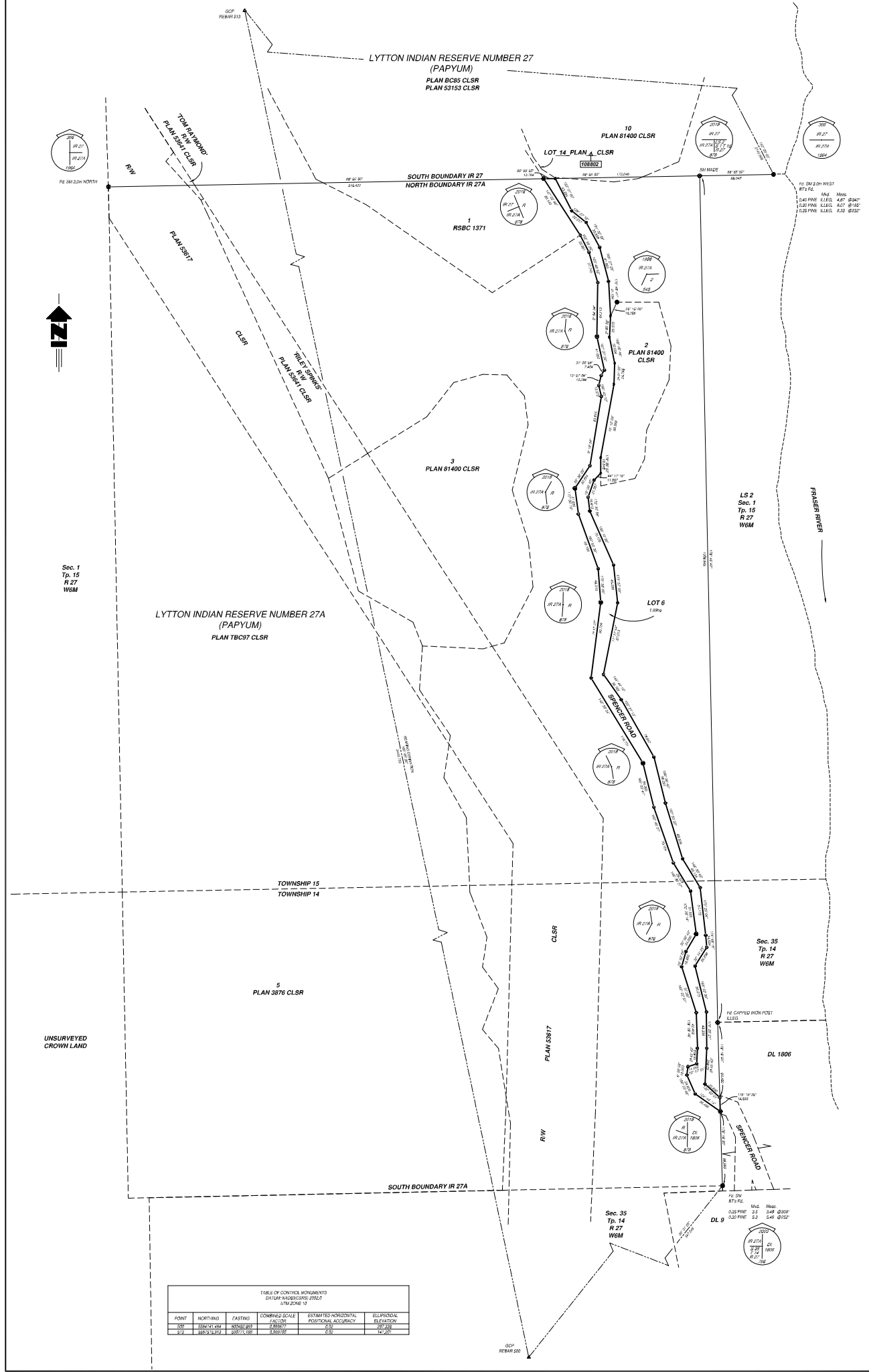


TABLE OF CONTROL POINTS
 DATUM NUMBERS: 2002
 UTM ZONE 10

POINT	NORTHING	EASTING	CONVERSION FACTOR	ESTIMATED HORIZONTAL POSITIONAL ACCURACY	ELLIPSOIDAL ELEVATION
203	5592741.452	837031.823	0.999988	0.30	212.00
213	5592743.672	837031.688	0.999988	0.30	212.00

TRUE
 LAND SURVEYING
 201-877-8100 (toll-free) • 416-490-9000 • 102-417
 4150 SHEPPARD AVE. E. • SCARBOROUGH, ONT. M1S 1T7
 PROJECT: 108806
 DRAWN BY: S.C. RHODES
 CHECKED BY: A. BREBNER
 DATE: 2019-12-06
 UTM ZONE: 10
 UTM GRID: 108806
 PROJECT: 108806

Schedule “F”

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