

August 25, 2023
True Copy

J. McElroy
2022-0792



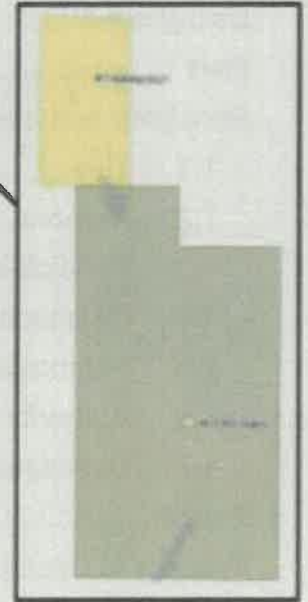
Lytton First Nation

RECEIVED
24/08/2023

For Verification

VERIFIED

AUG 25 2023



Dated for
Reference
August 17, 2023

TemEewuh na Ta hheeymOt (Land Code)

Lytton First Nation TemEEwuh na Ta hheeymOt (“Land Code”)

Table of Contents

Preamble	iii
Background:	iii
Part 1	1
Principles and Interpretation	1
1.1 Title	1
1.2 Purpose	1
1.3 Principles	1
1.4 Definitions	3
1.5 Interpretation	5
1.6 Authority to Govern	7
1.7 Description of Lytton First Nation Land	8
Part 2	10
Process to Pass Lytton First Nation Laws	10
2.1 Law-Making Powers	10
2.2 Law-Making Procedure	11
Part 3	15
Membership Approval by Vote	15
3.1 Membership Approval	15
Part 4	18
Accountability	18
4.1 Conflict of Interest or Appearance of Conflict of Interest	18
4.2 Financial Management	19
4.3 Annual Report	21
4.4 Access to Information	21
Part 5	23
Land and Natural Resources Administration	23
5.1 Land Staff	23
5.2 Lands Committee	24
Part 6	27
Interests and Licences in Land	27
6.1 Registration of Interests and Licences	27

6.2	Limits on Interests and Licences	28
6.3	Existing Interests	28
6.4	New Interests and Licences	29
6.5	Certificates of Possession or Member Interests	32
6.6	Allocation of Land to Members	32
6.7	Transfer and Assignment of Interests	33
6.8	Residency and Access Rights	35
6.9	Transfers on Death	37
6.10	Land Law Respecting Matrimonial Real Property	37
Part 7	.....	39
	Land Required for Community Purposes and Exchange of Land for Public Purposes	39
7.1	Expropriation for Community Purposes	39
7.2	Voluntary Exchange of Lytton First Nation Land	41
Part 8	.....	44
	Dispute Resolution	44
8.1	Dispute Resolution	44
Part 9	.....	44
	Enforcement of Land Laws	44
9.1	Enforcement of Land Laws	44
Part 10	.....	47
	Other Matters	47
10.1	Liability	47
10.2	Revisions to <i>Land Code</i>	47
10.3	Commencement	48
Appendix "A"	.....	49
ANNEX "G"	.....	49

VERIFIED
AUG 25 2023



Lytton First Nation TemEEwuh na Ta hheeymOt (“Land Code”)

Preamble

Background:

- A. Since time immemorial, the members of the Lytton First Nation have continuously and without interruption occupied our territory;
- B. Our customs, laws, traditions and teachings bind us to the land;
- C. The Lytton First Nation is part of the larger Nlaka’pamux Nation. The Nlaka’pamux Nation has used and occupied the Traditional Territory since time immemorial and has never ceded or surrendered Nlaka’pamux Aboriginal title or rights;
- D. Our relationship with the land governs our responsibility to respect, oversee, maintain, manage, protect and benefit from the land;
- E. For countless generations, we have exercised governance authority over the land, the waters, the salmon, the animals and all other resources of our land;
- F. The land is a living entity that gave life to our ancestors and will continue to support our community now and into the future;
- G. The Lytton First Nation aspires to move ahead as an organized, highly motivated, determined and self-reliant nation;
- H. The Lytton First Nation is comprised of proud, united people whose purpose is to establish a future that will ensure a high quality of life while living in harmony with our natural surroundings;
- I. Nlaka’pamux traditions and cultural beliefs are the driving force of our success and destiny;
- J. The Lytton First Nation was allotted 56 reserves by Canada during the historic reserve creation process.

- K. The Lytton First Nation wishes to decolonize our relationship with Canada and therefore the Lytton First Nation no longer wants our Reserve lands to be managed by Canada under the *Indian Act*. The management of our Reserve lands by Canada has not met the interests of the Lytton First Nation. As a component of self-determination and self-government, the Lytton First Nation is ready to manage our Reserve lands under our own TemEEwuh na Ta hheeymO, which roughly translates in English to how we do things on the land;
- L. The *Framework Agreement* on First Nation Land Management provides the option for First Nations to withdraw their reserve land from the land management provisions of the *Indian Act* in order to exercise control over their reserve land for the use and benefit of their members;
- M. The Lytton First Nation membership has chosen to manage its Reserve lands and resources under the *Framework Agreement*;
- N. Under the *Framework Agreement*, Canada recognizes that First Nations have a unique connection to and constitutionally protected interest in their reserve lands, including decision-making, governance, jurisdiction, legal traditions, and fiscal relations associated with their reserve lands;
- O. The Lytton First Nation became a signatory to the *Framework Agreement* in June 2017. The Lytton First Nation wishes to govern our Reserve lands and resources under a *Land Code*, rather than under the *Indian Act*;
- P. The *Framework Agreement* is ratified by the Lytton First Nation through Membership approval of the Lytton First Nation TemEEwuh na Ta hheeymO *Land Code*;

NOW THEREFORE this TemEEwuh na Ta hheeymO *Land Code* is hereby enacted as the fundamental land law of the Lytton First Nation.

VERIFIED
AUG 25 2023



Part 1

Principles and Interpretation

1.1 Title

- 1.1.1 The title of this enactment is Lytton First Nation TemEEwuh na Ta hheeymOt *Land Code* (the "*Land Code*").

1.2 Purpose

- 1.2.1 The purpose of this *Land Code* is to set out the principles, rules and administrative structures that apply to Lytton First Nation Land and by which the Lytton First Nation will exercise authority over that Land in accordance with this *Land Code* and the *Framework Agreement*.

1.3 Principles

Vision Statement

- 1.3.1 We, the people of TikemchEEen, pledge to assert and exercise our inherent right, title and responsibility to practice and protect our traditional Indigenous self-government based on Nlaka'pamux values, culture and heritage.

Mission Statement

- 1.3.2 We will accomplish our goals of achieving a strong healthy self-sufficient First Nation with the wisdom and guidance of our elders, the energy and education of our youth and with respect to our fellow human beings and the natural environment.

Aboriginal Rights and Title

- 1.3.3 The Lytton First Nation has never ceded or surrendered Nlaka'pamux Aboriginal title and will continue to assert and exercise Aboriginal rights over our Nlaka'pamux traditional territory.

Protection of Aboriginal Rights

1.3.4 The Lytton First Nation is committed to protecting and advancing the Nlaka'pamux rights of Lytton First Nation Members.

Lytton First Nation's Land Rights

1.3.5 This *Land Code* does not define or prejudice Nlaka'pamux Aboriginal rights, Aboriginal title, inherent rights, or any other rights of Lytton First Nation to control our lands or resources or to preclude other negotiations in respect of those rights.

Rights Not Changed or Affected

1.3.6 This *Land Code* does not change or affect:

- (a) any Aboriginal rights and title, and inherent rights of the Lytton First Nation or Members;
- (b) the fiduciary relationship between Canada and the Lytton First Nation and its Members;
- (c) any rights of the Lytton First Nation and its Members in accordance with the *United Nations Declaration on the Rights of Indigenous Peoples*.
- (d) the by-law powers of Council pursuant to the *Indian Act*;
- (e) traditional land holdings that may be claimed by a Member;
- (f) Certificate of Possession holdings held by Members in accordance with the *Indian Act*; or
- (g) any lands, or any rights in lands, that are not subject to this *Land Code*.

VERIFIED
AUG 25 2023

1.4 Definitions

1.4.1 The following definitions apply in this *Land Code*:

“Canada” means His Majesty the King in Right of Canada;

“Certificate of Possession” means a certificate of possession allotted to a Member or jointly to Members by the Council in accordance with section 20(1) of the *Indian Act* and registered in the Reserve Land Register established under the *Indian Act*.

“Community Approval” means approval by Membership in accordance with this *Land Code*;

“Council” means the Chief and Council of the Lytton First Nation;

“Council Resolution” means a resolution approved by a quorum of Council at a duly convened meeting;

“Eligible Voter” means, for the purpose of voting in respect of Land matters under this *Land Code*, a Member who has attained eighteen (18) years of age on or before the last day of a Vote;

“Extended Family”, in respect of a person, means the person’s grandparent, uncle, aunt, niece, nephew, first cousin, grandchild, and/or any other relation or relationship that Council may add by law or Council Resolution;

“First Nation Lands Register” means the lands register established pursuant to the *Framework Agreement*, continued by the *Framework Agreement on First Nation Land Management Act S.C. 2022, c. 19, s. 121* and regulated by the First Nations Land Registry Regulations;

“Framework Agreement” means the *Framework Agreement on First Nation Land Management*, entered between First Nations and Canada on February 12, 1996, as amended from time to time;

“Immediate Relatives”, in respect of a person, means the person’s parent, sister, brother, child or Spouse;

“Individual Agreement” means the Individual Agreement providing for the specific transfer of administration of Lands made between the Lytton First Nation and Canada in accordance with the *Framework Agreement*;

“**Interest**” means any interest, right or estate of any nature in or to Land, including a Certificate of Possession, certificate of entitlement, lease, easement, right of way, and a section 28(2) permit under the *Indian Act*, but does not include:

- (a) First Nation title to the Land, including Aboriginal title;
- (b) A mortgage; and
- (c) A Licence.

“**Land**”, “**Lands**” or “**Lytton First Nation Lands**” means any reserve land of the Lytton First Nation that is subject to this *Land Code*;

“**Land Code**” means this TemEEwuh na Ta hheeymOt *Land Code* as amended from time to time;

“**Lands Committee**” means the Lands Committee establishment under this *Land Code*;

“**Lands Meeting**” means a meeting open and accessible for the participation of Members for purposes set out in this *Land Code*;

“**Land Laws**” means:

- (a) this *Land Code*; and
- (b) any other laws enacted under this *Land Code* and within Lytton First Nation’s authority under the *Framework Agreement*, as those laws are amended from time to time;

“**Licence**” means any temporary right of use or occupation of Lands for a term of two years or less but does not include a business licence, building permit, or similar instrument;

“**Lytton First Nation**” means the Lytton First Nation, which is a rights-bearing community and a First Nation within the meaning of the *Framework Agreement* and *Framework Agreement* on First Nation Land Management Act S.C. 2022, c. 19, s. 121;

“**Member**” means a person whose name appears or is entitled to appear on the Lytton First Nation Band Membership List;

“**Membership**” means the Members of the Lytton First Nation;

“**Minister**” means the Minister of Crown-Indigenous Relations or the Minister of Indigenous Services Canada, as the context requires;

“**Natural Resources**” means renewable and non-renewable natural resources such as: timber, minerals, stone, sand, gravel, clay, soil, and similar substances;

“**Publish**”, “**Publication**” means to make information available to Membership by posting, circulating and publishing information, including by newsletter, posting online and in the Lytton First Nation administration office;

“**Reserve**” means any tract of land, the legal title to which is vested in His Majesty the King, that has been set apart for the use and benefit of the Lytton First Nation under the *Indian Act*;

“**Spouse**” means a person who is married to another, whether by a traditional, religious or civil ceremony, and includes a Spouse by common-law partnership;

“**TemEEwuh na Ta hheeymOt**” means TemEEwuh na Ta hheeymOt, which roughly translates in English to how we do things on the land;

“**Vote**” means a vote for purposes set out in this *Land Code* in which all Eligible Voters are entitled to participate.

1.5 Interpretation

1.5.1 In this *Land Code*:

- (a) Any words or terms used in this *Land Code* which are defined in the *Framework Agreement* will have the same meaning as in the *Framework Agreement* unless the context otherwise requires;
- (b) The *Land Code* will be interpreted in a fair, broad and liberal manner;
- (c) The word “will” signifies an obligation that, unless this *Land Code* provides to the contrary, must be carried out as soon as practicable after this *Land Code* comes into effect or the event that gives rise to the obligation;

- (d) Unless it is otherwise clear from the context, the use of the word “including” means “including, but not limited to”, and the use of the word “includes” means “includes, but is not limited to”;
- (e) Titles and headings have been inserted in the *Land Code* for convenience of reference only, and are not interpretive aids;
- (f) Unless otherwise clear from the context, whenever the singular is used, it will include the plural, and the use of the plural includes the singular;
- (g) All references to a time period of days means consecutive days and not business days;
- (h) Where a time limit for the doing of an act expires or falls on a weekend, or an Indigenous, federal or provincial holiday, the time limit is extended to the next business day;
- (i) Where the time limited for the doing of an act in the Lytton First Nation Administration Building falls on a day when the office is not open, the act may be done on the next day that the office is open;
- (j) Where there is a reference to a number of a day or a number of days between two events, in calculation that number of days, the days on which the events happen are excluded; and
- (k) The principles set out the Preamble to this *Land Code* may be used to interpret this *Land Code*.

Culture and Traditions

1.5.2 The structures and procedures established by or under this *Land Code* will be interpreted in accordance with the Nlaka’pamux culture, traditions and customs of the Lytton First Nation.

Language

1.5.3 The language of the Lytton First Nation, Nlaka’pamuxcin, may be used to clarify the meaning of or implementation of any provision in this *Land Code* if the meaning of that provision is not otherwise clear in English.

Consistency with Framework Agreement

1.5.4 If there is an inconsistency or conflict between this *Land Code* and the *Framework Agreement*, the *Framework Agreement* will prevail to the extent of the inconsistency or conflict.

Paramountcy

1.5.5 If there is an inconsistency or conflict between this *Land Code* and any other Land Law of the Lytton First Nation or by-law under the *Indian Act*, this *Land Code* will prevail to the extent of the inconsistency or conflict.

Land Includes Natural Resources, Water, Interests and Licences

1.5.6 A reference to Land in this *Land Code* includes all the interests and rights, as well as the Natural Resources that belong to that Land to the extent these are under the jurisdiction of Canada and are part of that Land, and includes:

- (a) The water, beds underlying water, riparian rights, air rights, mineral and subsurface resources, and all Natural Resources in and of that Land, air or water to the extent that these are under the jurisdiction of Canada or the Lytton First Nation;
- (b) All the Interests and Licences granted by Canada listed in the Individual Agreement; and
- (c) All the Interests and Licences granted by the Lytton First Nation after this *Land Code* comes into effect.

1.6 Authority to Govern

Self-Government

1.6.1 The Lytton First Nation has the inherent right of self-determination and self-government to make, to manage and make decisions in respect of the Land.

Inherent Authority

1.6.2 The traditional teachings of the Lytton First Nation speak of the obligation of the Members of the Lytton First Nation to care for and respect the Land and the

magnificent wonders of Nature created on the Land. By enacting this *Land Code*, the Lytton First Nation is reclaiming this special responsibility.

Inherent Right

1.6.3 The authority of the Lytton First Nation to govern its Lands and Resources flows from the Creator to the Members of the Lytton First Nation, and from the people to Council according to the culture, traditions, customs, laws, and historical context of the Lytton First Nation.

1.7 Description of Lytton First Nation Land

1.7.1 Lands subject to this *Land Code* are the following Reserves of the Lytton First Nation:

- (a) the existing Reserve lands set aside for the use and benefit of the Lytton First Nation, which Reserve lands are described in "Appendix G" of the Individual Agreement with Canada;
- (b) Lands set aside by Canada in the future as lands reserved for the use and benefit of the Lytton First Nation, in accordance with the *Indian Act*;
- (c) Lands added to reserve after this *Land Code* comes into force; and
- (d) Lands added to reserve through a land exchange in accordance with this *Land Code*.

1.7.2 Lands include:

- (a) all Natural Resources;
- (b) the water, and the beds underlying the water;
- (c) all rights that are part of or that attach to the Land, including riparian rights; and

- (d) all Interests and Licences, including those previously granted by Canada before this *Land Code* came into force.

Exclusion of Land

1.7.3 The Lytton First Nation Reserve land that is excluded from the application of this *Land Code* under section 1.7.1 is the entire reserve of Nohomeen Indian Reserve No. 23 (07343) as shown on Plan 108574 CLSR (the "Excluded Land"). The Excluded Land will be subject to this *Land Code* at such time as:

(a) the Lytton First Nation and the Minister agree that the exclusion is no longer justifiable; and

(b) the Individual Agreement has been amended in accordance with Annex G.

1.7.4 Council will hold a meeting of Membership prior to proposing an amendment of the description of Lytton First Nation Land under this Part.

Part 2

Process to Pass Lytton First Nation Laws

2.1 Law-Making Powers

Council may make Land Laws

2.1.1 Council may make Land Laws for Lytton First Nation Land for the following subject matters in respect of Land:

- (a) management, use, occupation, possession, development, conservation and protection;
- (b) Interests and Licences;
- (c) residency;
- (d) matrimonial property;
- (e) land use planning;
- (f) zoning;
- (g) Membership meetings, engagement and consultation processes;
- (h) accountability;
- (i) environmental and impact assessment and environmental protection;
- (j) cultural-heritage lands, cultural-heritage sites and sacred sites;
- (k) archaeological and cultural resources;

- (l) development, building, construction, and demolition;
- (m) registration of Interests, Licenses, assignments, mortgages and loan charges;
- (n) fees, charges, royalties and financial management;
- (o) utilities and local services;
- (p) commercial use;
- (q) access, nuisance and trespass;
- (r) domestic animals;
- (s) dispute resolution processes;
- (t) enforcement and prosecution of offences; and
- (u) any matter necessary or ancillary to the making of Land Laws in relation to Lytton First Nation Land or under this *Land Code*.

2.2 Law-Making Procedure

Introduction of Land Laws

2.2.1 The law-making procedure under this *Land Code* applies whenever a new Land Law is proposed or an existing Land Law is to be amended or repealed.

2.2.2 The law-making procedure under this *Land Code* does not apply to regulations if a Land Law sets out a different procedure for making those regulations.

Lands Committee Review

2.2.3 Council will refer a proposed Land Law to the Lands Committee and Lands office for review and comment. The Lands office will prepare a draft Land Law for Council review and then Membership engagement.

Membership Engagement

2.2.4 The Lands office will take the following steps to engage Membership prior to enacting a Land Law:

- (a) consult with the Lands Committee regarding a proposed Land Law and consider recommendations provided by the Lands Committee;
- (b) provide background information to Members;
- (c) arrange to Publish the draft Land Law;
- (d) convene a Lands Meeting accessible for Membership;
- (e) amend the draft Land Law that is Published to address input provided by Members and the Lands Committee;
- (f) convene an additional Lands Meeting accessible for membership if directed by Council; and
- (g) provide a report to Council, the Lands Committee and Membership.

Publication

2.2.5 Before a proposed Land Law may be enacted, Council will Publish the proposed Land Law for 30 days.

Council Procedure upon receipt of a Proposed Land Law

2.2.6 Following Membership engagement and Publication, a proposed Land Law may be introduced at a duly convened meeting of Council by:

- (a) the Chief;
- (b) a Councillor; or
- (c) a representative of the Lands Committee.

2.2.7 Council may take any of the following steps to consider the approval of the Land Law:

- (a) By Council Resolution, approve and enact the Land Law by a quorum of Council at a duly convened meeting;
- (b) Table the proposed Land Law for further review or for enactment at a subsequent Council meeting;
- (c) Request that the Lands office or the Lands Committee provide further information or present at a future meeting of Council; or
- (d) Reject the proposed Land Law with a brief explanation.

Urgent or Emergency Law

2.2.8 Council may by Council Resolution approve a Land Law without Membership engagement or Publication as set out above, if Council is of the opinion that the Land Law is needed urgently for public health or safety or to protect Lytton First Nation Land or Members in the case of an emergency. Council will make best efforts to engage Membership and Publish the Land Law approved under this section.

2.2.9 A Land Law enacted under section 2.2.8 will temporarily be in force for up to 120 days, but may be re-enacted in accordance with section 2.2.8.

Signed Original Copy

2.2.10 The original copy of any approved Land Law or Council Resolution concerning Lytton First Nation Land will be signed by a quorum of Council present at the meeting at which the Law was enacted or Council Resolution was approved. The Lytton First Nation Lands office will maintain the original copies.

Land Laws taking Effect

2.2.11 A Land Law approved and enacted by Council takes effect on the date of its approval and enactment by Council or such later date as specified in the Land Law.

Posting Laws

2.2.12 Within 30 days of enacting a Land Law, Council will Publish a certified true copy of the Land Law.

2.2.13 The Lytton First Nation will register in the First Nation Lands Register the following:

(a) all Land Laws, including urgent or emergency Land Laws, as amended from time to time, which are currently in force; and

(b) previous versions of Land Laws, whether those laws have been repealed or amended from time to time.

2.2.14 Council will cause to be kept, at the administrative office of the Lytton First Nation, a register of all Land Laws and Council Resolutions, including Land Laws that have been repealed or are no longer in force.

2.2.15 Members and other persons may, during regular business hours, have reasonable access to the register of Land Laws maintained by the administrative office of the Lytton First Nation.

Copies for any Person

2.2.16 Any person may obtain a copy of a Land Law upon payment of such reasonable fee as may be set by Council or the Lands office.

2.2.17 The administrative office of the Lytton First Nation will make a copy of a Land Law or Council Resolution available to Members without fee.

Part 3

Membership Approval by Vote

3.1 Membership Approval

3.1.1 Membership approval by a Vote will be obtained for the following matters:

- (a) Enacting a Land Law for a land use plan for Lytton First Nation Land;
- (b) Any grant or disposition of an Interest or Licence exceeding a term of forty-nine (49) years;
- (c) Enacting a Land Law respecting matrimonial real property on reserve;
- (d) Enacting a Land Law respecting expropriation;
- (e) Any proposed desecration of a cultural-heritage site;
- (f) Any voluntary exchange of Lytton First Nation Land;
- (g) an amendment to this *Land Code* except to Revisions to the *Land Code* as set out under section 10.2; and
- (h) Any other matter or Land Law that Council, by Council Resolution, declares to be subject to this section.

Vote Date

3.1.2 Council will fix the date for the Vote by Council Resolution for any membership approval necessary for those matters under section 3.1.1.

Membership Meeting

3.1.3 Council will hold a Lands Meeting for Membership prior to holding a Vote required under this *Land Code* to ensure that Members are well informed before deciding on a proposed Land Law or Land matter under section 3.1.1. Council may schedule more than one meeting of Membership as may be necessary.

Notice of Meeting

3.1.4 For any matter requiring Membership approval, Council will Publish and provide written notice to Membership at least 30 days prior to the Membership meeting and include in the notice:

(a) The purpose, date, time and place of the meeting; and

(b) A brief description of any matter that requires Membership approval.

Method of Voting

3.1.5 Membership approval by a Vote will be obtained by one or more of the following methods:

(a) Establishing polling locations for secret ballots;

(b) Ballots cast through accessible and secure means, including mail-in, online or email; or

(c) Any other method outlined in a Land Law or Council Resolution.

Meeting Quorum

3.1.6 The quorum for a Meeting of Members under this section is twenty-five (25) Eligible Voters who participate.

Ratification process

3.1.7 Any Vote required under this *Land Code* may be conducted in a similar manner as the Lytton First Nation ratification process, which was used to ratify this *Land Code*.

Voting Officer

3.1.8 A voting officer is required to oversee the vote. A verifier under the *Framework Agreement* is not required in any Vote.

Vote Quorum

3.1.9 In order to obtain a quorum for Membership approval for a Vote under this *Land Code* at least ten percent (10%) of Eligible Voters must participate in the Vote.

Approval by majority

3.1.10 For Membership approval, a matter will be considered approved if a majority of fifty percent plus one (50%+1) of those participating Eligible Voters vote to approve the matter.

Second Vote

3.1.11 If a quorum was not obtained at a first Vote, a second Vote may be called by Council.

Second Vote Quorum

3.1.12 In order to obtain a quorum for Membership approval for a second attempt at a Vote under this *Land Code* at least ten percent (10%) of Eligible Voters must participate in the Vote.

Approval by Majority

3.1.13 A matter will be considered approved at a second Vote if a majority of fifty percent plus one (50%+1) of those participating Eligible Voters vote to approve the matter.

Effective Date

3.1.14 A Land Law approved by a Vote of Membership will be effective on the date set out in the Land Law.

Part 4

Accountability

4.1 Conflict of Interest or Appearance of Conflict of Interest

Application of Rules

4.1.1 The conflict of interest rules in this *Land Code* apply to the following persons that are involved in the implementation this *Land Code*:

- (a) Each member of Council who is dealing with any matter before Council;
- (b) Each person who is an employee of the Lytton First Nation;
- (c) Each member of the Lands Committee; and
- (d) Each person who is a member of a board, committee or other body of the Lytton First Nation.

Duty to Report and Abstain

4.1.2 If there is any actual or apparent personal conflict of interest involving a potential personal benefit to any person under section 4.1.1 or involves an Immediate Relative in the matter being dealt with under this *Land Code*, that person will:

- (a) disclose the interest to Council, or the board, committee or other body as the case may be;
- (b) not take part in any deliberations on that matter or vote on that matter; and
- (c) remove themselves from that portion of the proceedings.

4.1.3 Section 4.1.2 does not apply to an interest that is held by a Member in common with every other Member.

Apparent conflict of interest

- 4.1.4 A person has an apparent conflict of interest if there is a reasonable perception, which a reasonably well-informed person could properly have, that the person's ability to deliberate or decide on the matter has been affected by his or her private interest or personal benefit or the private interest of an Immediate Relative.

Inability to act

- 4.1.5 If the Lands Committee or other body is unable to act due to a conflict of interest, the matter will be referred to Council.

Meeting of Members

- 4.1.6 If Council is unable to vote on a matter due to a conflict of interest, Council may refer a matter, a proposed Land Law or Council Resolution to an accessible meeting of Membership and, if at least 10% of the Eligible Voters are present, a majority of the Eligible Voters present at the meeting may approve the matter by Member resolution by majority vote.

Disputes

- 4.1.7 Council or a dispute resolution body has the authority to hear and decide on any matter concerning a conflict of interest.

Other laws

- 4.1.8 For greater certainty, Council may, by Council Resolution, develop a Land Law or policy to further implement this section.

4.2 Financial Management

Application

- 4.2.1 This section applies only to financial matters relating to Lytton First Nation Land and Natural Resources administered under this *Land Code*.

Financial policies

4.2.2 Council may, by Council Resolution, in accordance with this *Land Code*, enact Land Laws for the financial management of Lands or approve policies consistent with the Financial Administration Law, including:

- (a) Regulating the receipt, management and expenditure of monies, including all Land revenue, and moneys received from a grant or disposition of any Interest of Licence in relation to Lytton First Nation Land and Natural Resources transfer payments, and all capital and revenue moneys received from Canada;
- (b) Managing financial records and accounts;
- (c) Preparing financial statements and audits;
- (d) Preparing and implementing budgets and annual presentation of budgets;
- (e) Determining the general investment strategy;
- (f) Contract notes, loans and other indebtedness;
- (g) Establishing fees, fines, charges and levies; and
- (h) Establishing and maintaining a recordkeeping system that ensures confidentiality, security of records and document retention.

Administrative structure

4.2.3 Council will establish the administrative structure:

- (a) To implement all financial policies and procedures;
- (b) To oversee the day-to-day operational responsibilities for managing moneys related to Lytton First Nation Land and Natural Resources;
- (c) To ensure the accuracy of the accounting records;

- (d) To reconcile, review and approve bank statements;
- (e) To present the annual budgets to Membership;
- (f) To present annually an audit of the financial statements to Membership; and
- (g) To present the annual report to Membership.

4.3 Annual Report

Publish annual report

4.3.1 Council, on behalf of the Lytton First Nation, will Publish an annual report on Land matters.

Contents

4.3.2 The annual report will include:

- (a) An annual review of Lytton First Nation Land and Natural Resources management;
- (b) Annual budget;
- (c) A copy and explanation of the audit as it applies to Lytton First Nation Land and Natural Resources; and
- (d) Any other matter as determined by Council or Lands Committee.

4.4 Access to Information

Access

4.4.1 A Member and other persons may, during normal business hours at the main administrative office of the Lytton First Nation, have reasonable access to:

- (a) the register of Land Laws;
- (b) the auditor's report; and
- (c) the annual report on Land and Natural Resources.

Copies for Members

4.4.2 Any Member may obtain a copy of the auditor's report or annual report during normal business hours at the main administrative office of the Lytton First Nation.

Access to records

4.4.3 Any person authorized by Council may inspect the financial records of the Lytton First Nation related to Lytton First Nation Land.

Part 5

Land and Natural Resources Administration

5.1 Land Staff

Administration

- 5.1.1 Council may, by Council Resolution, delegate administrative authority to staff to carry out functions necessary for the day-to-day administrative operations of Lands and Natural Resources in the Lands office of the Lytton First Nation.
- 5.1.2 Council may, by Council Resolution, specify for any Lands position:
- (a) the scope of delegated authority for management of Lands; and
 - (b) whether the position includes the authority to register Lands instruments in the First Nation Lands Register on behalf of the Lytton First Nation.
- 5.1.3 Subject to the terms of any Council Resolution, the Lands office is responsible for:
- (a) advising Council on the development and amendment of Land Laws;
 - (b) arranging Lands Meetings and Votes in accordance with this *Land Code*;
 - (c) proposing to Council the annual Lands workplan and Lands budget;
 - (d) providing input to Lytton First Nation's annual reports in respect of Lands revenues and activities; and
 - (e) the Land administration system, such as record keeping, data management, and approved forms and procedures.

5.1.4 The Lands office will assist with work of the Lands Committee, and consider advice provided by the Lands Committee in carrying out Lands office responsibilities.

5.2 Lands Committee

Lands Committee established

- 5.2.1 Council is responsible for establishing the Lands Committee and appointing its members in accordance with this *Land Code*.
- 5.2.2 Council must, by Council Resolution, establish terms of reference for the Lands Committee regarding committee composition, eligibility and remuneration of Members, and any similar matters.
- 5.2.3 Council must ensure that there are always at least 5 Members appointed to the Lands Committee.
- 5.2.4 Within 90 days after this *Land Code* comes into effect, Council will, by Council Resolution, appoint Members of the Lands Committee who will serve in accordance with their term, as set out in the terms of reference. A member of the Lands Committee may be re-appointed for a successive term.
- 5.2.5 Council may terminate the appointment of any member of the Lands Committee who fails to:
- (a) attend three consecutive meetings of the Lands Committee without the approval of the Chair of the Lands Committee;
 - (b) undertake their duties as a member of the Lands Committee under this *Land Code*; or
 - (c) comply with the terms of reference or any code of conduct of the Lands Committee.
- 5.2.6 Within 90 days after the coming into force of this *Land Code*, Council, in consultation with the Lands Committee, will develop a terms of reference for the Lands Committee to address:

- (a) Membership involvement in the selection, election or appointment of Members to serve on the Lands Committee; and
- (b) The number of Committee members, eligibility, conflict of interest situations, appointment of Chairperson, functions of the Chair, remuneration, conditions of service, staggered terms, termination, vacancies and such other matters as Council deems appropriate for the work of the Lands Committee.

5.2.7 The Lands Committee may establish rules for the procedure at its meetings and generally for the conduct of its affairs, not inconsistent with those established by Council.

5.2.8 The purpose of the Lands Committee is to:

- (a) Assist Council with the development of the Land administration system;
- (b) Advise Council and its staff on matters respecting Lytton First Nation Land;
- (c) Recommend Land Laws, Council Resolutions, policies and practices respecting Lytton First Nation Land to Council;
- (d) Consult with Membership and Interest and Licence holders on Lytton First Nation Land issues, and to make recommendations on the resolution of those issues to Council;
- (e) Oversee community meetings of Membership, Membership Approvals and Votes; and
- (f) Perform such other duties as may be delegated or assigned by Council Resolution or Land Law under this *Land Code*.

5.2.9 In addition to responsibilities of the Lands Committee under this *Land Code*, the Lands Committee may advise Council and the Lands office on the following:

- (a) Land related matters, including the granting of Interests and Licences;
- (b) Land use plans;

(c) Lands related policies and Land Laws; and

(d) Recommendations from Membership and others regarding lands and environmental concerns and priorities.

Determination of fees and rent

5.2.10 The Lands Committee will recommend to Council any Land Laws and policies for determining administrative fees, rent, royalties, or other amounts for:

(a) Interests and Licences;

(b) services in relation to Land, including fees for applications, registrations, and transfers; and

(c) the taking of Natural Resources.

5.2.11 Council may, by Council Resolution, delegate Lands related authorities, other than enacting Land Laws, to the Lands Committee, including authorities related to particular Land projects, developments or activities.

Process to Implement Land Laws

5.2.12 The Lands Committee will, within a reasonable time after this *Land Code* takes effect, recommend to Council a Membership process to develop, enact and implement Land Laws.

Part 6

Interests and Licences in Land

6.1 Registration of Interests and Licences

Enforcement of Interest and Licences

6.1.1 An Interest or Licence in Lytton First Nation Land created or granted must be registered in the First Nation Lands Register to be effective and enforceable.

Registration of Consent or Approval

6.1.2 An instrument granting an Interest or Licence in Lytton First Nation Land that requires the consent of Council, or Membership Approval, will include a form of certificate indicating that the applicable consent or approval has been obtained.

Duty to deposit

6.1.3 A copy of the following instruments will be deposited in Lytton First Nation Lands Register:

- (a) Any grant of an Interest or Licence in Lytton First Nation Land;
- (b) Any transfer or assignment of an Interest or Licence in Lytton First Nation Land;
- (c) Every Land Law; and
- (d) This *Land Code* and any amendment to this *Land Code*.

6.2 Limits on Interests and Licences

All dispositions in writing

6.2.1 An Interest or Licence in Lytton First Nation Land may only be created, granted, disposed of, assigned or transferred by a written document made in accordance with this *Land Code* and any relevant Land Law.

Standards

6.2.2 Council may establish mandatory standards, criteria and forms for Interests and Licences in Lytton First Nation Land.

Improper Transactions void

6.2.3 A deed, lease, contract, instrument, document or agreement of any kind, whether written or oral, by which Lytton First Nation, a Member or any other person purports to grant, dispose of, transfer or assign an Interest or Licence in Lytton First Nation Land after the date this *Land Code* takes effect is void if it contravenes this *Land Code*.

6.3 Existing Interests

Continuation of existing Interests and Licences

6.3.1 Any Certificate of Possession, Interest or Licence that existed when this *Land Code* comes into force will continue in force in accordance with its terms and conditions.

Voluntary replacement of existing Interests and Licences

6.3.2 For greater certainty, any Certificate of Possession, Interests or Licences previously issued under the *Indian Act* will continue in effect after the coming into force of this *Land Code* unless the Member or non-Member voluntarily agrees to have the Certificate of Possession, Interest or Licence replaced by a new Interest or Licence.

Replacing the role of the Minister

6.3.3 Immediately upon the coming into force of this *Land Code*, Canada transfers to the Lytton First Nation all the rights and obligations of Canada as grantor in

respect of existing Interests and Licences in or in relation to Lytton First Nation Land.

Unregistered Interests and claims of traditional land holding

6.3.4 Council will establish a policy as soon as practical after the coming into force of the *Land Code* to consider unregistered Interests and consider any claims for a traditional land holding.

General

6.3.5 The Lytton First Nation is not liable for any decrease in value, or any impact on the use, of an Interest or Licence arising from any exercise of authority under this *Land Code* and Land Laws.

6.3.6 This *Land Code* and Land Laws apply to all Interests or Licences, whether granted, disposed of, transferred, renewed, or assigned before or after this *Land Code* comes into force.

6.4 New Interests and Licences

Nature of Interest

6.4.1 Council may enact Land Law providing for an interest in Lytton First Nation Land that entitles a Member holding to:

- (a) Permanent possession of the land;
- (b) Benefit from Natural Resources in and of the land;
- (c) Grant subsidiary interests, licenses and permits in the land;
- (d) Transfer, devise or otherwise dispose of the land to another Member; and
- (e) Any other rights, consistent with this Act, that are attached to a Certificate of Possession under the *Indian Act*.

Right of Spouse or Dependant

6.4.2 In the event that:

- (a) A Member holding an Interest in Lytton First Nation Land dies intestate and is survived by a Spouse or dependant who does not hold a registered Interest in that Land; or
- (b) A Member holding an Interest in Lytton First Nation Land is declared incompetent due to mental incapacity, the Member's Spouse or dependant may, where their usual place of residence was with the Member at the time of the Member's death or declaration of incompetence, continue to reside on and use the Land until the Member's interest is disposed of under this section.

6.4.3 A Spouse or dependant referred to in section 6.4.2, whether or not their usual place of residence was with the Member at the time of the Member's death or declaration of incompetence, may make application for transfer of the Member's interest, and Council will, subject to this *Land Code*, decide such application on its merits.

Location of Immediate Relatives

6.4.4 In the event that:

- (a) No other provision has been made by a Member referred to in section 6.4.2 for the disposition of the interest in Lytton First Nation Land;
- (b) The Member's Spouse or dependant does not within a reasonable time make application under section 6.4.3; or
- (c) An Immediate Relative of the Member disputes the continued residence on or use of the land by the Member's Spouse or dependant, Council will take reasonable steps to advise any other Immediate Relatives of the Member that the interest held by the Member is available for disposition or is in dispute, and the Member's Immediate Relatives may, with the assistance of any dispute resolution process established by Council, recommend who is to receive the interest in the land.

6.4.5 For greater certainty, no interest under section 6.4.3 or 6.4.4 may be granted to a person who is not a Member.

Committee

6.4.6 If a Member referred to in section 6.4.2 has no other Immediate Relatives, or if the Immediate Relatives do not within a reasonable period of time after the date of the Member's death or declaration of incompetence recommend who is to receive the Interest, Council will decide who is to receive the interest and may refer the matter to the Lands Committee to provide advice on the disposition of the Interest.

6.4.7 Subject to this *Land Code* and any applicable Land Law, Council will:

(a) Give full and fair consideration to any recommendation made through a dispute resolution process or the Lands Committee under section 6.4.4 or 6.4.6, respectively; and

(b) Make best efforts to implement that recommendation.

Authority to make Disposition

6.4.8 Council may, on behalf of the Lytton First Nation, grant:

(a) Interests and Licences in Lytton First Nation Land, including certificates of possession, member allotments, traditional holdings (Right of Occupancy), leases, permits, easements and rights-of-ways; and

(b) Licences to take Natural Resources from Lytton First Nation Land, including cutting timber or removing minerals, stone, sand, gravel, clay, soil or other substances.

Conditional grant

6.4.9 The grant of an Interest or Licence may be made subject to the satisfaction of written conditions.

Role of the Lands Committee

6.4.10 The Lands Committee will advise Council on the granting of Interests or Licences and may be authorized to act as a delegate of Council under this section.

6.5 Certificates of Possession or Member Interests

Application

6.5.1 For greater certainty, Certificates of Possession or Member Interests previously issued under the *Indian Act* will continue to exist after the coming into force of this *Land Code*.

6.6 Allocation of Land to Members

Policies and procedures for allocation of Land

6.6.1 Subject to the provisions of this *Land Code*, Council in consultation with the Lands Committee will establish Land Laws, policies and procedures for the allocation of Land to Members.

Allocation

6.6.2 Council may, in accordance with this *Land Code*

(a) Allocate Land to Members; or

(b) Issue a certificate for an Interest to a Member for Land allocated to that Member.

No allocation of Land to non-Members

6.6.3 A person who is not a Member is not entitled to be allocated Land or to hold a permanent Interest in Lytton First Nation Land.

Rental Arrangements to non-Members

6.6.4 A rental arrangement between a Member and a community member of all or any part of an Interests or Licence in Lytton First Nation Land will not be effective unless and until it is confirmed by a Council Resolution.

6.7 Transfer and Assignment of Interests

Transfer of Member Interest

6.7.1 A Member may transfer or assign an Interest in Lytton First Nation Land to another Member without Membership Approval or the consent of Council.

Consent of Council

6.7.2 There will be no transfer or assignment of an interest in Lytton First Nation Land without the written consent of Council, except for:

(a) Transfers between Members;

(b) Transfers that occur by operation of law, including transfers of estate by testamentary disposition; and

(c) Transfers in accordance with a law respecting matrimonial real property on reserve.

6.7.3 Members may lease Land to themselves or a company of which they are the majority shareholder.

6.7.4 In the event of default in the terms of a mortgage or charge of a leasehold Interest, the leasehold Interest is not subject to possession by the mortgagee or chargee, foreclosure, power of sale, or any other form of execution or seizure, unless:

(a) the mortgage or charge received the written consent of Council, if required under this *Land Code*;

(b) the mortgage or charge received approval, if required any under a Land Law;

(c) the mortgage or charge was registered in the First Nation Lands Register; and

(d) Council has had written notice of the default, has had one hundred and twenty calendar days to redeem the mortgage or charge, and Council has not redeemed that mortgage or charge.

Power of Redemption

- 6.7.5 If Council redeems a mortgage or charge with respect to a leasehold Interest, the Lytton First Nation becomes the lessee of the land and takes the position of the mortgagor or charge holder for all purposes after the date of redemption.
- 6.7.6 If Council redeems a mortgage or charge, compensation may be paid to the Member or non-Member who defaulted on that mortgage or charge if a Land Law has been enacted regarding such compensation, and the amount of compensation, if any, will be determined in accordance with that Land Law.
- 6.7.7 Council may waive its one hundred and twenty calendar day right of redemption for any mortgage or charge of a leasehold Interest.
- 6.7.8 If Council fails to exercise its power of redemption with respect to a leasehold Interest within the prescribed time period, then the mortgagee or chargee may seize the leasehold Interest and subsequently transfer or assign that Interest to a third party without the consent of Council or any other approval required for a transfer or assignment of a leasehold Interest under a Land Law.
- 6.7.9 If a leasehold Interest is seized and transferred or assigned to a third party in accordance with this *Land Code*, consent of Council or any other approval for a mortgage or charge under a Land Law, is not required for that third party to obtain a mortgage or charge in respect of that leasehold Interest, provided that:
- (a) the mortgage or charge is obtained within sixty calendar days of the transfer or assignment of the leasehold Interest;
 - (b) the mortgagee or the chargee in respect of the mortgage qualifies as an "approved lender" for Canada Mortgage and Housing Corporation insured mortgages;
 - (c) the mortgage must be for the purpose of purchasing the leasehold Interest, or construction or repair on the leasehold Interest;
 - (d) the principal amount secured by the mortgage does not exceed the total value of the leasehold Interest or the construction or repair costs, as the case may be; and
 - (e) the mortgage amortization period does not exceed thirty years.

Registration of Mortgages and Charges

6.7.10 A mortgage or charge made after this *Land Code* comes into force is void if:

- (a) it is not registered in the First Nation Lands Register;
- (b) it is registered in contravention of this *Land Code*; or
- (c) it is otherwise in contravention of this *Land Code*.

6.7.11 No person will register in the First Nation Lands Register any mortgage or charge unless it is accompanied by an approval for that mortgage or charge, if required under this *Land Code* or a Land Law.

6.8 Residency and Access Rights

Right of residence

6.8.1 Subject to a Land Law, Council Resolution or a rental agreement, the following persons have a right or are authorized to reside on Lytton First Nation Land:

- (a) Members and their Spouses and children;
- (b) Members with a registered Interest in Lytton First Nation Land;
- (c) Any guest or invitee of a Member referred to in clause a) or b), subject to any Land Law, rental agreement, or housing policy of the Lytton First Nation;
- (d) Holders of Interests or Licences in accordance with the provisions of the granting instrument; and
- (e) A person authorized in writing by Council, the Lands office or by a Land Law.

Right of Access

6.8.2 Subject to a Land Law, Council Resolution or a Rental Agreement, the following persons have a right of are authorized to access to Lytton First Nation Land;

- (a) Members and their Spouses and children and their guests and invitees;
- (b) A holder of an Interest or Licence in accordance with the provisions of the granting instrument;
- (c) A person who is authorized by a government body or any other public body, established by or under an enactment of a Land Law, Parliament or the province to establish, operate or administer a public service, to construct or operate a public institution or to conduct a technical survey provided that the person received written authorization from Council; or
- (d) A person authorized in writing by Council or Lands Committee or by a Land Law.

Public access

6.8.3 Subject to a Land Law or Council Resolution, any person may have access to Lytton First Nation Land for any social or business purposes, if:

- (a) The person does not trespass on occupied Land and does not interfere with any Interest in Land;
- (b) The person complies with all Land Laws and applicable laws; and
- (c) No Council Resolution has been passing banishing that person.

Use of Roads

6.8.4 Any person may have the right of access to Lytton First Nation public roads, subject to this *Land Code* and Land Laws.

Trespass

6.8.5 Any person, who resides on, enters or remains on Lytton First Nation Land, other than in accordance with a residence or access right under this *Land Code*, is a trespasser and guilty of an offence.

Civil remedies

6.8.6 All civil remedies for trespass are preserved.

6.9 Transfers on Death

Indian Act application

- 6.9.1 Until the Lytton First Nation exercises jurisdiction in relation to wills and estates, the provision of the *Indian Act* dealing with wills and estates will continue to apply with respect to Interests in Lytton First Nation Land.

Registration of transfer

- 6.9.2 A person who receives an Interest in Lytton First Nation Land by testamentary disposition or succession in accordance with a written decision of the Minister, or his or her designate, pursuant to the *Indian Act*, is entitled to have that Interest registered in the First Nation Lands Register.

Disposition of Interest

- 6.9.3 If no provision has been made by the deceased Member of the disposition of the Interest to another Member, the following rules apply:
- (a) The Minister or their delegate may make application to Council requesting that an instrument evidencing lawful possession or occupation of Lytton First Nation Land be issued; or
 - (b) A certificate for an Interest or other instrument may be issued in accordance with procedures established by Council, or application of the Minister or their delegate, if the beneficiary or purchaser is a Member of the Lytton First Nation.

6.10 Land Law Respecting Matrimonial Real Property

Development of rules and procedures

- 6.10.1 Council will enact a Land Law respecting matrimonial real property that provides rules and procedures applicable on the breakdown of a marriage to:
- (a) The use, occupancy and possession of Lytton First Nation Land;
 - (b) The division of Interests in that Land; and

(c) The division of the value of improvements in that Land.

Enactment of rules and procedures

6.10.2 The rules and procedures contained in a Land Law respecting matrimonial real property will be developed by the Lands Committee in consultation with Membership taking into account the *Family Homes on Reserves and Matrimonial Interests or Rights Act*.

General principles

6.10.3 For greater certainty, the rules and procedures developed by the Lands Committee under this section will respect the following general principles:

- (a) Each Spouse should have an equal right to possession of their matrimonial home;
- (b) Each Spouse should be entitled to an undivided half Interest in their matrimonial home;
- (c) The rules and procedures will not discriminate on the basis of sex; and
- (d) Only Members are entitled to hold a permanent Interest in Lytton First Nation Land or a charge against a permanent Interest in Lytton First Nation Land.

Interim Rules

6.10.4 The Matrimonial Real Property Rights enacted under the Family Homes on Reserve and Matrimonial Interests or Rights Act will serve as the interim rules and its provisions regarding breakdown of marriage will be repealed upon the coming into force of a Land Law respecting matrimonial real property enacted in accordance with the *Land Code*.

Part 7

Land Required for Community Purposes and Exchange of Land for Public Purposes

7.1 Expropriation for Community Purposes

Acquisitions by Mutual Agreement

7.1.1 Prior to taking steps to expropriate an Interest or Licence in Land, the Lytton First Nation will make a good faith effort to acquire, by mutual agreement, the Interest or Licence.

Rights and Interests that may be expropriated

7.1.2 An Interest or Licence in Lytton First Nation Land may only be expropriated by the Lytton First Nation in accordance with any Land Law enacted for the purpose of establishing the rights and procedures for community expropriations.

Community purposes

7.1.3 An expropriation will only be made for necessary community works or other Lytton First Nation purposes, including a fire hall, sewage or water treatment facility, community center, public works, utilities, roads, school, daycare facility, hospital, health-care facility, or retirement home.

Expropriation Land Laws

7.1.4 Before proceeding to make any expropriations in accordance with this *Land Code* and the *Framework Agreement*, Council will enact a Land Law in respect of rights and procedures for community expropriations, including provisions in respect of:

(a) the taking of possession of the Interest or Licence;

(b) transfer of the Interest or Licence;

(c) notice of expropriation and service of the notice of expropriation;

- (d) entitlement to compensation;
- (e) determination of the amount of compensation; and
- (f) the method of payment of compensation.

Public report

7.1.5 Before the Lytton First Nation expropriates an Interest or Licence, Council will prepare and Publish a report on the reasons justifying the expropriation.

Member notification

7.1.6 In the case of an expropriation of a Member's Interest in Lytton First Nation Land, the affected Member or Members will receive notification of the expropriation within a reasonable time prior to the release of the public report.

Rights that may not be expropriated

7.1.7 An Interest of Canada, or an Interest previously expropriated under section 35 of the *Indian Act*, is not subject to expropriation by the Lytton First Nation.

Compensation for Rights and Interests

7.1.8 The Lytton First Nation will, in accordance with its Land Laws and the *Framework Agreement*:

- (a) serve reasonable notice of the expropriation on each affected holder of the Interest or Licence to be expropriated; and
- (b) pay fair and reasonable compensation to the holders of the Interest or Licence being expropriated.

Compensation calculations

7.1.9 In accordance with clause 17.4 the *Framework Agreement*, the Lytton First Nation will calculate the total value of the compensation under this section based on the heads of the compensation set out in the Expropriation Act (Canada).

Market value

7.1.10 The “market value” of an expropriated Interest or Licence is equal to the amount that would have been paid for the Interest or Licence if it had been sold by a willing seller to a willing buyer under no duress.

Neutral Evaluation to Resolve Disputes

7.1.11 The resolution of a dispute concerning the right of the Lytton First Nation to expropriate will be determined by neutral evaluation, in the same manner as provided in Part IX of the *Framework Agreement*.

7.1.12 The 60-day period referred to in clause 32.6 of the *Framework Agreement* will be applied, as appropriate in the circumstances, by the neutral evaluator.

Arbitration to resolve Disputes

7.1.13 The resolution of the following disputes will be determined by arbitration, in the same manner as provided in Part IX of the *Framework Agreement*:

(a) a dispute concerning the right of a holder of an expropriated Interest or Licence to compensation; and

(b) a dispute concerning the amount of the compensation.

7.2 Voluntary Exchange of Lytton First Nation Land

Conditions for a land exchange

7.2.1 The Lytton First Nation may agree with another party to exchange a parcel of Lytton First Nation Land for a parcel of land from that other party in accordance with this *Land Code* and the *Framework Agreement*.

No effect

7.2.2 A land exchange must receive Membership Approval in accordance with this *Land Code*.

Land to be received

7.2.3 No land exchange may occur unless the land to be received in the exchange meets the following conditions:

- (a) The land will be equal to or greater than the area of Lytton First Nation Land to be exchanged;
- (b) The land will be at least comparable to the appraised value of Lytton First Nation Land; and
- (c) The land is eligible to become a reserve under the *Indian Act* and Lytton First Nation Land subject to this *Land Code*.

Negotiators

7.2.4 A person who has authority to negotiate a land exchange agreement on behalf of the Lytton First Nation will be designated by Council, in accordance with a Council Resolution.

Additional Compensation

7.2.5 The Lytton First Nation may negotiate to receive other equitable compensation, such as money or other additional parcels of land, in addition to the parcel which is intended to become a reserve. Such other parcels of land may be held by the Lytton First Nation in fee simple.

Federal Confirmation of Addition to Reserve

7.2.6 Before the Lytton First Nation concludes a land exchange agreement, it will receive a written statement from Canada clearly stating that Canada:

- (a) consents to set apart as a reserve the land to be received in exchange, as of the date of the land exchange or such later date as Council may specify; and
- (b) consents to the manner and form of the exchange as set out in the exchange agreement.

Membership Notice

7.2.7 Once negotiations on the land exchange agreement are concluded, Council will provide the following information to Eligible Voters at least forty-two (42) days before the vote:

- (a) A description of Lytton First Nation Land to be exchanged;
- (b) A description of the land to be received in the exchange;
- (c) A description of any other compensation to be exchanged;
- (d) A report of a certified land appraiser setting out that the conditions for the land to be received in the exchange have been met;
- (e) A copy or summary of the exchange agreement; and
- (f) A copy of Canada's consent.

Process of land exchange

7.2.8 The land exchange agreement will provide that:

- (a) The other party to the exchange must transfer to Canada the title to the land which is to be set apart as a reserve;
- (b) Council must pass a Council Resolution authorizing Canada to transfer title to the Lytton First Nation Land being exchanged, in accordance with the exchange agreement;
- (c) A copy of the instruments transferring title to the relevant parcels of land must be registered in the First Nation Lands Register; and
- (d) The land to be set apart as a reserve has been subject to an environmental audit, and clearance or remediation as necessary, or that Council is satisfied that adequate provisions have been made for such clearance or remediation at no cost to the Lytton First Nation, and with full indemnification to the Lytton First Nation.

VERIFIED
AUG 25 2023

Part 8

Dispute Resolution

8.1 Dispute Resolution

Dispute Resolution

- 8.1.1 Parties in dispute over Land matters will use best efforts to prevent disputes from arising and will consider the use of dispute resolution processes at the earliest possible stage of any conflict.
- 8.1.2 Within 18 months of this Land Code taking effect, Council will establish dispute resolution processes or enact a Land Law for the resolution of disputes in respect of any matter related to Land, including the review of a land management decision where a person, whose Interest, Licence or right in Land is affected by a decision, disputes that decision.

Part 9

Enforcement of Land Laws

9.1 Enforcement of Land Laws

Enforceability of Land Laws

- 9.1.1 To enforce its *Land Code* and its Land Laws, the Lytton First Nation will have the power to:
- (a) Appoint an enforcement officer;
 - (b) Issuance of tickets, stop-work orders, vacating of land orders and other orders;

- (c) Establish offences that are punishable on summary conviction;
- (d) Provide for community services, restitution, alternate measures, fines and imprisonment for achieving compliances;
- (e) Establish comprehensive enforcement procedures consistent with federal law, including inspections, searches, seizures and compulsory sampling, testing and the production of information; and
- (f) Enter into agreements with provincial or municipal governments with respect to any matter concerning the enforcement of its *Land Code* and Land Laws.

Prosecuting Offences

9.1.2 For the purpose of prosecuting offences, the Lytton First Nation may:

- (a) Retain its own prosecutor; and
- (b) Make a Land Law with respect to the appointment and authority of a justice of the of the peace.

Summary Conviction Procedures of the Criminal Code

9.1.3 Unless some other procedure is provided for by a Land Law, the summary conviction procedures of Part XXVII of the Criminal Code, as amended from time to time, apply to offences under this *Land Code* or under a First Nation Land Law.

Fines & Imprisonment

9.1.4 Unless some other procedure is provided for by a Land Law, any person who commits an offence under this *Land Code* or a Land Law is liable to a fine not to exceed \$5,000 and to term of imprisonment not to exceed six months or to both fine and imprisonment.

Corporate Offence

9.1.5 An officer, director, employee, or agent of a corporation or society which commits an offence under this *Land Code* may be convicted of that same offence whether or not the corporation or society is convicted of an offence.

Environmental Office

- 9.1.6 Offences related to Land Laws addressing environmental protection may carry penalties consistent with similar environmental protection laws in force in Canada.

VERIFIED
AUG 25 2023

Part 10

Other Matters

10.1 Liability

Liability Coverage

10.1.1 Council will arrange, determine, maintain and pay insurance coverage for its officers, Councillors, committee members and employees engaged in carrying out any matter related to Lytton First Nation Land to indemnify them against personal liability arising from the performance of those duties.

10.2 Revisions to *Land Code*

Revisions

10.2.1 A Vote is not required for revisions made to this *Land Code* that do not change the substance of this *Land Code*. Council may, from time to time, arrange and revise this *Land Code* to address the following:

- (a) An amendment of the description of Lytton First Nation Land subject to this *Land Code* and Individual Agreement;
- (b) A reference in this *Land Code* to a clause in another act or document that was amended and resulted in clause renumbering;
- (c) A reference in this *Land Code* to an Act or parts thereof that have expired, have been repealed or suspended;
- (d) Changes in this *Land Code* as are required to reconcile inconsistencies with other acts;

(e) Minor improvements in the language as may be required to bring out more clearly the intention of the Lytton First Nation without changing the substance of this *Land Code*; and

(f) Correct editing, grammatical or typographical errors.

10.3 Commencement

Preconditions

10.3.1 The Eligible Voters must approve this *Land Code* and the Individual Agreement with Canada.

10.3.2 This *Land Code* has been certified by the verifier appointed in accordance with section 8.1 of the *Framework Agreement*.

Commencement date

10.3.3 This *Land Code* will take effect on the first day of the month following the certification of this *Land Code* by the verifier.

VERIFIED
AUG 25 2023

Appendix "A"

Description of Lytton First Nation Land as listed as ANNEX "G" in the Individual Agreement on First Nation Land Management between the Lytton First Nation and Canada

ANNEX "G"

[Insert ANNEX "G" of Individual Agreement here]

VERIFIED
AUG 25 2023

