

## AMENDMENT TO RANGE AGREEMENT

File Number: 15700-20/Payton Agreement Number: RAN077476

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA C/o THE DISTRICT MANAGER

of: Cascades District
Box 4400, Station Main,
Merritt, British Columbia
V1K 1B8

("The Province")

AND:

Norman James Payton

s.22

("The Agreement Holder")

This agreement is dated for reference this 4th day of December, 2012.

#### WHEREAS:

A: The parties entered into a Grazing Licence dated the 1st day of January, 2013; and

B: The parties have agreed to amend the Grazing Licence.

NOW, THEREFORE, the parties agree as follows:

- The attached Exhibits A replaces and cancels all prior existing Exhibit A's.
- The attached Exhibits B replaces and cancels all prior existing Exhibit B's.
- The attached Exhibits C replaces and cancels all prior existing Exhibit C's.
- Section 5, Amount of Forage be amended to read "2335 animal unit months (AUM's) in lieu of "1685 animal unit months (AUM's)

This Agreement forms an integral part of the Grazing Licence and should be attached to it. Subject to the foregoing, the parties confirm the Grazing Licence.

District Manager's Signature

Signature of Witness

Name of Witness

Agreement Holder's Signature

Signature of Witness

Name of Witness

ROBIN WHITE

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# RECEIVED

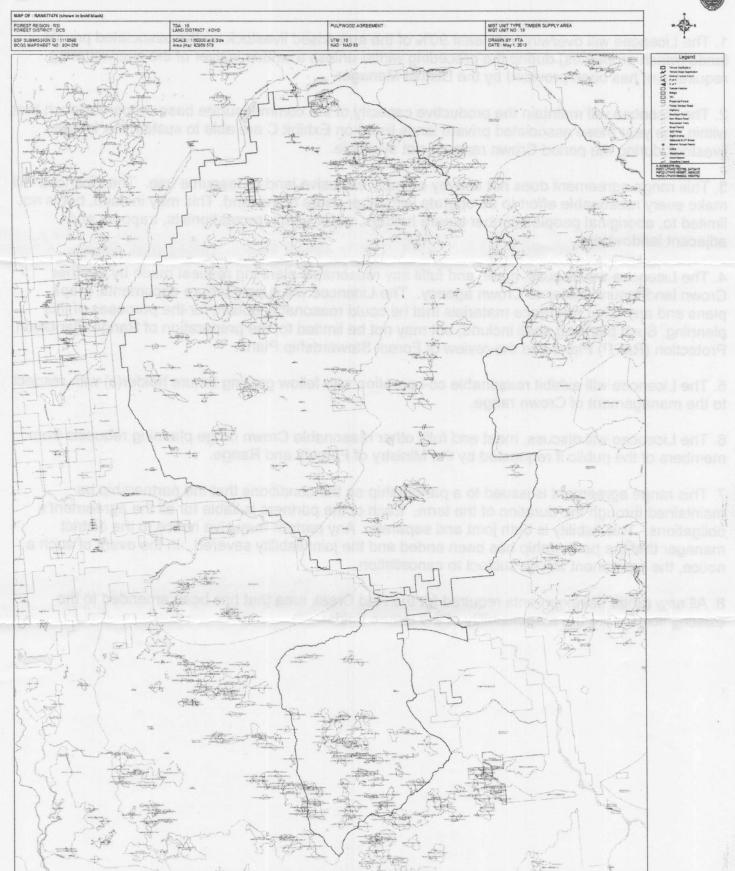
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s.22



**EXHIBIT A** 



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#### **EXHIBIT B**

- 1. The Licencee will overwinter at least 90% of the authorised livestock on the associated private lands (ranch properties) during the preceding winter unless a written waiver of the overwintering requirement has been provided by the District Manager.
- 2. The Licencee will maintain the productive capacity of the commensurate base properties such that, within one year these associated private lands listed on Exhibit C are able to sustain the tenured livestock during the period Crown range is not available.
- 3. This range agreement does not convey or imply exclusive land or resource use. The Licencee will make every reasonable effort to co-operate with other users of the land. This may include, but is not limited to, aboriginal peoples, timber tenure holders, water users, recreationists, trappers and adjacent landowners.
- 4. The Licencee will discuss, meet, and fulfil any reasonable planning request made by another Crown land tenure holder or Crown agency. The Licencee will supply tenure documents, maps, plans and any other reference materials that he could reasonably obtain, for the purposes of this planning. Such planning shall include, but may not be limited to, the preparation of Range Plantation Protection (RaPP) Plans and the review of Forest Stewardship Plans.
- 5. The Licencee will exhibit reasonable co-operation with fellow grazing tenure holder(s) with respect to the management of Crown range.
- 6. The Licencee will discuss, meet and fulfil other reasonable Crown range planning requests from members of the public if requested by the Ministry of Forests and Range.
- 7. This range agreement is issued to a partnership on the conditions that the partnership be maintained through the duration of the term. Each of the partners is liable for all the agreement's obligations. This liability is both joint and separate. Any partner may give notice to the district manager that the partnership has been ended and the joint liability severed. In the event of such a notice, the agreement will be subject to cancellation.
- 8. All new range developments required for the Red Creek area that has been amended to the existing licence are the responsibility of the tenure holder.

#### **EXHIBIT C**

#### ASSOCIATED LANDS

# **RANGE AGREEMENT RAN077476**

# **Norman James Payton**

#### EXHIBIT C - AGREEMENT ASSOCIATED PRIVATE LAND

LAND STATEMENT: The applicant lists all the land parcels which make up the ranch unit and form the claim for a range agreement or for any justifiable exemption in rent and forage charges. The applicant realizes that a range agreement is cancellable upon failure to report to, and secure approval of, the District Manager at time of disposing of applicant's ranchland base. List all parcels in Column 1; show whether lease (L) or Crown Grant (C.G.) in Column 2. In Columns 3 to 6, show approximate area devoted to each kind of use. Express only in hectares (acres x 0.405 = ha.), and show total area of each parcel in Column 7. Add another sheet if necessary and show, below the finished table, the totals for Columns 3 to 7. For a ranch consisting of a tight cluster of lots of known area you may, after listing all the lots in Column 1, break down the total hectares into one set of figures in appropriate columns. The District Manager may request a breakdown within lots if required.

(1)		(2)	(3)	(4)	(5)	(6)	(7)
LEGAL DESCRIPTION (LOT NO., LAND DISTRICT, QUARTER SECTION, T.P., REGION)	MARK CROWN GRANT (C.G.) GRAZING LEASE	AGRICULTURAL LEASE (A.L.) HAY CUTTING LICENCE (H.C.L.) HAY CUTTING PERMIT (H.C.P.)	RANGE TO BE USED OUTSIDE THE CROWN RANGE GRAZING SYSTEM	RANGE USED TOGETHER WITH THE CROWN RANGE GRAZING SYSTEM	FORAGE PRODUCTI HAY	ON SILAGE	PARCELS TOTAL AREA
	(G.L.) PRIVATE LEASE (P.L.)	OTHER (i.e., INDIAN RESERVE)	HECTARES	HECTARES	HEC	TARES	HECTARES
DL 1924 & 1035 SDYD	CG		152			43	195
DL 2857 SDYD	CG		64				64
DL 938 SD	CG		40				40
(ADD AN ADDITIONAL PAGE IF NECESSARY)		TOTAL HECTARES				43	299

DATE SIGNED	
DEC12/12	

SIGNATURE OF TENURE HOLDER	
X	
1121	
100	

#### PROVINCE OF BRITISH COLUMBIA

#### Ministry of Forests, Lands and Natural Resource Operations

#### REPLACEABLE GRAZING LICENCE

For Ministry Use Only:

FILE: 15700-20/Copper Creek STOCK RANGE: Princeton

AGREEMENT #: RAN077458

RANGE UNIT AND #: Agate 3089, Whipsaw 3088

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT

OF THE PROVINCE OF BRITISH COLUMBIA

c/o: THE DISTRICT MANAGER

of:

**Cascades District** 3840 Airport Road

PO Box 4400 STN MAIN Merritt, British Columbia

V1K 1B8

("the Province")

Copper Creek Ranch Ltd., 620067 B.C. Ltd & 623819 B.C. Ltd.

PO Box 2015

AND:

Princeton, British Columbia

V0X 1W0

("the Agreement Holder")

#### This Agreement is dated for reference this 1st day of January 2013

The Province hereby grants rights to the Agreement Holder over Crown range in accordance with the Range Act on the following terms and conditions:

#### 1. TERM

The Term of this Agreement will be as follows:

	Year	Month	Day
Start:	2013	01	01
Expiry:	2022	12	31

("the Term")

#### 2. AGREEMENT AREA

The area over which the rights are granted is the Crown range within the area outlined in bold black on the attached Exhibit A map, less any of the following:

- a) exclusions noted on the Exhibit A
- b) exclusions arising from Exhibit B conditions
- c) exclusions arising from the Range Use Plan or Range Stewardship Plan associated with this agreement.

("the Agreement Area")

#### 3. AMOUNT OF FORAGE

Authorized Yearly Use is 2937 animal unit months ("AUMs") on the Agreement Area.

4. RIGHTS

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The Agreement Holder will have the right to graze livestock on the Agreement Area under the terms and conditions of this Agreement and its associated Range Use Plan or Range Stewardship Plan.

#### 5. ASSOCIATED PRIVATE LAND

The Agreement Holder's associated private lands are listed in Exhibit C of this Agreement.

#### 6. RANGE USE PLAN or RANGE STEWARDSHIP PLAN

The Agreement Holder will prepare and maintain a Range Use Plan or Range Stewardship Plan as required in the Range Act and the Forest and Range Practices Act.

#### 7. PERIODIC REPORTS

The District Manager, acting reasonably, may request the Agreement Holder from time to time to prepare and send a report on specified matters associated with the Agreement. The Agreement Holder will comply with the request.

#### 8. FINANCIAL

- a) The Agreement Holder will pay ground rent, grazing fees, fines and any other financial assessments as required under the *Range Act*.
- b) The Agreement Holder will pay the interest on overdue accounts and any other financial assessments provided for by law and arising from the use of Crown range.
- c) Fees and all other financial assessments must be paid as specified on the Province's invoices or statements. The District Manager may require payment of fees in advance of livestock turnout.

#### 9. COMPLIANCE WITH LAWS

The Agreement Holder will comply with all provisions of the following Acts and their regulations: the *Range Act*, the *Forest and Range Practices Act*, the *Livestock Act*, the *Livestock Identification Act* and the *Animal Disease Control Act*. Any breach of these Acts or their regulations will be considered to be a breach of this Agreement.

#### 10. TEMPORARY REDUCTION IN GRAZING USE FOR ENVIRONMENTAL REASONS

- a) The District Manager or Forest Officer may, by issuing a written order, require a temporary reduction or adjustment in grazing use because of the adverse effects of weather, fire, flood or other environmental factors.
- b) If the District Manager or Forest Officer issues an order pursuant to (a) and the order results in a reduction of 10% or more of Net Authorized Yearly Use, the amount of fees will be reduced proportionately.

#### 11. LIVESTOCK OWNERSHIP AND CONTROL

The Agreement Holder will graze on the Agreement Area only livestock, which the Agreement Holder owns or controls by lease. The District Manager must approve any livestock lease agreements. The District Manager may grant an exemption to the provisions of this paragraph.

#### 12. INFECTIOUS OR CONTAGIOUS DISEASES

The Agreement Holder will not graze livestock, which has any infectious or contagious disease or other condition that is a material risk to other livestock, wildlife or humans, on the Agreement Area or on any Private Land that is not separated from Crown range by a fence or other barrier to livestock movement, or on any land subject to a Private Land Agreement.

#### 13. COMPLIANCE WITH LIVESTOCK ASSOCIATION

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Unless exempted by the District Manager, the Agreement Holder will comply with local Livestock Association's reasonable rules and fee assessments for the construction and maintenance of authorized range improvements on the Agreement Area, or for services on the Agreement Area.

#### 14. CLAIMS

- a) The Agreement Holder will reimburse the Province for any loss caused to the Province as a result of the Agreement Holder's negligent or wilful default in the use of the Agreement Area.
- b) The Province will not be responsible for the death, injury, or theft of livestock, or theft or damage to property belonging to the Agreement Holder.
- c) The Province will not be responsible for any damage to range developments, except damage wilfully done by the Province or resulting from activities specifically authorized by the Province.
- d) The Agreement Holder will have no claim against the Province for reimbursement for loss arising from deficiencies in the quality or quantity of forage on the Agreement Area.

#### 15. NOTICES

Any notices will be served in the manner provided in the Range Act.

#### 16. SPECIAL CONDITIONS

Conditions set out on any Exhibit B will form part of this Agreement. If there is any contradiction between any such conditions and any other terms of this Agreement, the Special Conditions will prevail.

#### Notice to Agreement Holder on Obligations, Compliance and Enforcement

The obligations of the Agreement Holder in the use of Crown range arise both from this Agreement and from relevant legislation such as the *Range Act* and the *Forest and Range Practices Act*. Lack of compliance could subject the Agreement Holder to a variety of remedies such as administrative penalties, tickets, suspension and cancellation of this Agreement or prosecution for offences. Among the topics requiring attention is the maintenance responsibility of the Agreement Holder for range developments.

C. a Wald	I dimon.	T. SIMONS
Charles van Hemmen, R.P.F. District Manager / Cascades District Manager / Acting District Manager / Cascades Distr	Signature of Witness  anager  th	Name of Witness  T-Simons
Agreement Holder's Signature*	Signature of Witness	Name of Witness
Agreement Holder's Signature*	Signature of Witness	Name of Witness
Agreement Holder's Signature*	Signature of Witness	Name of Witness

\* or Authorized Signatory if the Agreement Holder is a corporation

#### **EXHIBIT B**

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# EXHIBIT C ASSOCIATED LANDS

# RANGE AGREEMENT RAN077458

Copper Creek Ranch Ltd, 620067 B.C. Ltd & 623819 B.C. Ltd.

#### **EXHIBIT C - AGREEMENT ASSOCIATED PRIVATE LAND**

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#### PROVINCE OF BRITISH COLUMBIA

#### Ministry of Forests, Lands and Natural Resource Operations

#### REPLACEABLE GRAZING LICENCE

For Ministry Use Only:

FILE: 15700-20/Payton

STOCK RANGE: Princeton & Keremeos

AGREEMENT #: RAN077476

RANGE UNIT AND #: McNulty 3086, Sterling 3090

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT

OF THE PROVINCE OF BRITISH COLUMBIA

c/o: THE DISTRICT MANAGER

of:

Cascades District 3840 Airport Road

PO Box 4400 STN MAIN Merritt, British Columbia

V1K 1B8

("the Province")

**Norman James Payton** 

s.22

AND:

("the Agreement Holder")

#### This Agreement is dated for reference this 1st day of January 2013

The Province hereby grants rights to the Agreement Holder over Crown range in accordance with the *Range Act* on the following terms and conditions:

#### 1. TERM

The Term of this Agreement will be as follows:

	o do romo mon		
	Year	Month	Day
Start:	2013	01	01
Expiry:	2022	12	31

("the Term")

#### 2. AGREEMENT AREA

The area over which the rights are granted is the Crown range within the area outlined in bold black on the attached Exhibit A map, less any of the following:

- a) exclusions noted on the Exhibit A
- b) exclusions arising from Exhibit B conditions
- c) exclusions arising from the Range Use Plan or Range Stewardship Plan associated with this agreement.

("the Agreement Area")

#### 3. AMOUNT OF FORAGE

Authorized Yearly Use is 1685 animal unit months ("AUMs") on the Agreement Area.

adicionent in the

#### 4. RIGHTS

The Agreement Holder will have the right to graze livestock on the Agreement Area under the terms and conditions of this Agreement and its associated Range Use Plan or Range Stewardship Plan.

#### 5. ASSOCIATED PRIVATE LAND

The Agreement Holder's associated private lands are listed in Exhibit C of this Agreement.

#### 6. RANGE USE PLAN or RANGE STEWARDSHIP PLAN

The Agreement Holder will prepare and maintain a Range Use Plan or Range Stewardship Plan as required in the Range Act and the Forest and Range Practices Act.

#### 7. PERIODIC REPORTS

The District Manager, acting reasonably, may request the Agreement Holder from time to time to prepare and send a report on specified matters associated with the Agreement. The Agreement Holder will comply with the request.

#### 8. FINANCIAL

- a) The Agreement Holder will pay ground rent, grazing fees, fines and any other financial assessments as required under the *Range Act*.
- b) The Agreement Holder will pay the interest on overdue accounts and any other financial assessments provided for by law and arising from the use of Crown range.
- c) Fees and all other financial assessments must be paid as specified on the Province's invoices or statements. The District Manager may require payment of fees in advance of livestock turnout.

#### 9. COMPLIANCE WITH LAWS

The Agreement Holder will comply with all provisions of the following Acts and their regulations: the *Range Act*, the *Forest and Range Practices Act*, the *Livestock Act*, the *Livestock Identification Act* and the *Animal Disease Control Act*. Any breach of these Acts or their regulations will be considered to be a breach of this Agreement.

#### 10. TEMPORARY REDUCTION IN GRAZING USE FOR ENVIRONMENTAL REASONS

- a) The District Manager or Forest Officer may, by issuing a written order, require a temporary reduction or adjustment in grazing use because of the adverse effects of weather, fire, flood or other environmental factors.
- b) If the District Manager or Forest Officer issues an order pursuant to (a) and the order results in a reduction of 10% or more of Net Authorized Yearly Use, the amount of fees will be reduced proportionately.

#### 11. LIVESTOCK OWNERSHIP AND CONTROL

The Agreement Holder will graze on the Agreement Area only livestock, which the Agreement Holder owns or controls by lease. The District Manager must approve any livestock lease agreements. The District Manager may grant an exemption to the provisions of this paragraph.

#### 12. INFECTIOUS OR CONTAGIOUS DISEASES

The Agreement Holder will not graze livestock, which has any infectious or contagious disease or other condition that is a material risk to other livestock, wildlife or humans, on the Agreement Area or on any Private Land that is not separated from Crown range by a fence or other barrier to livestock movement, or on any land subject to a Private Land Agreement.

#### 13. COMPLIANCE WITH LIVESTOCK ASSOCIATION

Unless exempted by the District Manager, the Agreement Holder will comply with local Livestock Association's reasonable rules and fee assessments for the construction and maintenance of authorized range improvements on the Agreement Area, or for services on the Agreement Area.

#### 14. CLAIMS

- a) The Agreement Holder will reimburse the Province for any loss caused to the Province as a result of the Agreement Holder's negligent or wilful default in the use of the Agreement Area.
- b) The Province will not be responsible for the death, injury, or theft of livestock, or theft or damage to property belonging to the Agreement Holder.
- c) The Province will not be responsible for any damage to range developments, except damage wilfully done by the Province or resulting from activities specifically authorized by the Province.
- d) The Agreement Holder will have no claim against the Province for reimbursement for loss arising from deficiencies in the quality or quantity of forage on the Agreement Area.

#### 15. NOTICES

Any notices will be served in the manner provided in the Range Act.

#### 16. SPECIAL CONDITIONS

Conditions set out on any Exhibit B will form part of this Agreement. If there is any contradiction between any such conditions and any other terms of this Agreement, the Special Conditions will prevail.

#### Notice to Agreement Holder on Obligations, Compliance and Enforcement

The obligations of the Agreement Holder in the use of Crown range arise both from this Agreement and from relevant legislation such as the *Range Act* and the *Forest and Range Practices Act*. Lack of compliance could subject the Agreement Holder to a variety of remedies such as administrative penalties, tickets, suspension and cancellation of this Agreement or prosecution for offences. Among the topics requiring attention is the maintenance responsibility of the Agreement Holder for range developments.

C.G. Wald	Dailee	R. VALLEE
Charles van Hemmen, R.P.F. Chris Walder District Manager Acting District Manager Cascades District	Signature of Witness	Name of Witness
District Manager Chris Walder	7/1	
Cascades District Manage		
	Jan 1	
Agreement Holder's Signature*	Signature of Witness	Name of Witness
165	Steent	
Agreement Holder's Signature*	Signature of Witness	Name of Witness
9	Alland	
Agreement Holder's Signature*	Signature of Witness	Name of Witness
* or Authorized Signatory if the Agr	eement Holder is a corporation	

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#### EXHIBIT B

- 1. The Licencee will overwinter at least 90% of the authorised livestock on the associated private lands (ranch properties) during the preceding winter unless a written waiver of the overwintering requirement has been provided by the District Manager.
- 2. The Licencee will maintain the productive capacity of the commensurate base properties such that, within one year these associated private lands listed on Exhibit C are able to sustain the tenured livestock during the period Crown range is not available.
- 3. This range agreement does not convey or imply exclusive land or resource use. The Licencee will make every reasonable effort to co-operate with other users of the land. This may include, but is not limited to, aboriginal peoples, timber tenure holders, water users, recreationists, trappers and adjacent landowners.
- 4. The Licencee will discuss, meet, and fulfil any reasonable planning request made by another Crown land tenure holder or Crown agency. The Licencee will supply tenure documents, maps, plans and any other reference materials that he could reasonably obtain, for the purposes of this planning. Such planning shall include, but may not be limited to, the preparation of Range Plantation Protection (RaPP) Plans and the review of Forest Stewardship Plans.
- 5. The Licencee will exhibit reasonable co-operation with fellow grazing tenure holder(s) with respect to the management of Crown range.
- 6. The Licencee will discuss, meet and fulfil other reasonable Crown range planning requests from members of the public if requested by the Ministry of Forests and Range.
- 7. This range agreement is issued to a partnership on the conditions that the partnership be maintained through the duration of the term. Each of the partners is liable for all the agreement's obligations. This liability is both joint and separate. Any partner may give notice to the district manager that the partnership has been ended and the joint liability severed. In the event of such a notice, the agreement will be subject to cancellation.

#### **EXHIBIT C**

#### ASSOCIATED LANDS

#### **RANGE AGREEMENT RAN077476**

# **Norman James Payton**

#### **EXHIBIT C - AGREEMENT ASSOCIATED PRIVATE LAND**

LAND STATEMENT: The applicant lists all the land parcels which make up the ranch unit and form the claim for a range agreement or for any justifiable exemption in rent and forage charges. The applicant realizes that a range agreement is cancellable upon failure to report to, and secure approval of, the District Manager at time of disposing of applicant's ranchland base. List all parcels in Column 1; show whether lease (L) or Crown Grant (C.G.) in Column 2. In Columns 3 to 6, show approximate area devoted to each kind of use. Express only in hectares (acres x 0.405 = ha.), and show total area of each parcel in Column 7. Add another sheet if necessary and show, below the finished table, the totals for Columns 3 to 7. For a ranch consisting of a tight cluster of lots of known area you may, after listing all the lots in Column 1, break down the total hectares into one set of figures in appropriate columns. The District Manager may request a breakdown within lots if required.

	(2)	(3)	(4)	(5)	(6)	(7)
MARK AGRICULTURAL LEASE (A.L.) CROWN GRANT (C.G.) HAY CUTTING LICENCE (H.C.L.)	RANGE TO BE USED OUTSIDE THE CROWN RANGE	RANGE USED TOGETHER WITH THE CROWN RANGE	FORAGE PRODUCTION HAY SILAGE		PARCELS TOTAL AREA	
		GRAZING SYSTEM	GRAZING SYSTEM			
PRIVATE LEASE (P.L.)	OTHER (I.e., INDIAN RESERVE)	HECTARES	HECTARES	HECTARES		HECTARES
CG		152			43	195
CG		64				64
CG		40				40
	TOTAL HECTARES				43	299
	CROWN GRANT (C.G.) GRAZING LEASE (G.L.) PRIVATE LEASE (P.L.)  CG CG	MARK CROWN GRANT (C.G.)  GRAZING LEASE (G.L.)  PRIVATE LEASE (P.L.)  CG  CG  CG	MARK CROWN GRANT (C.G.) GRAZING LEASE (G.L.) PRIVATE LEASE (P.L.)  CG  CG  CG  CG  CG  CG  CG  CG  CG  C	MARK CROWN GRANT (C.G.) GRAZING LEASE (G.L.) PRIVATE LEASE (P.L.)  AGRICULTURAL LEASE (A.L.) HAY CUTTING LICENCE (H.C.L.) HAY CUTTING PERMIT (H.C.P.) OTHER (i.e., INDIAN RESERVE)  CG  CG  152  CG  CG  40  RANGE USED TOGETHER WITH THE CROWN RANGE GRAZING SYSTEM HECTARES  HECTARES  HECTARES	MARK CROWN GRANT (C.G.) GRAZING LEASE (G.L.) PRIVATE LEASE (P.L.)  CG  CG  CG  CG  CG  CG  CG  CG  CG  C	MARK CROWN GRANT (C.G.) GRAZING LEASE (G.L.) PRIVATE LEASE (P.L.)  CGG  CGG  CGG  CGG  CGG  CGG  CGG  C

DATE SIGNED		r		
June	16	120	1/	

X X



File:

15700-20/Payton

15700-20/Rock Hill Investments Ltd.

September 9, 2014

Norman James Payton

s.22

Dear Sir or Madam:

Thank you for your Disposition of Range Agreement dated June 20, 2014, reporting the change in interest of appurtenant lands to your grazing licence number RAN077476.

The change in names on the tenure has been changed from:

Norman James Payton

To:

Rock Hill Investments Ltd.

Brookswood RPO, PO Box 61677

Langley, British Columbia

**V3A 8C8** 

Our records will be duly updated to reflect this change. If you have any questions please give me a call at 250-378-8476.

Yours truly,

Krista Barton, PAg.

Range Agrologist

Cascades Forest District

Attachment(s): Copy of Current Grazing Licence (include Exhibit A map)

Copy of Current Range Use Plan (include RUP map)

pc: Rock Hill Investments Ltd., Brookswood RPO, PO Box 61677, Langley, BC V3A 8C8



FILE #: 15700-55/COPPER CREEK

# **RANGE USE PLAN**

#### Copper Creek Ranch Ltd.

## 620067 BC LTD., 623819 BC LTD.

The Minister, pursuant to section 37 of the Forest and Range Practices Act, has determined that this plan is consistent with the agreement under the Range Act that pertains to the plan, and conforms to the Forest and Range Practices Act, the regulations and the standards.

The attached map is part of the Range Use Plan.

This Range Use Plan is associated with the following range agreement.

IURED AUM's: 2937
r Authorized)
CK RANGE: PRINCETON
NGE UNIT NAME/RU#: TE (3089) / Whipsaw (3088)
•

This plan was prepared by: Copper Creek Ranch	(Catherine and Phil Bro	wn, mgr	rs)
Signature of Agreement Holder	yy	mm	dd
	2016 /	12	/ 3 <b>1</b>
Signature of Agreement Holder	yy	mm	dd
	2016 /	LQ	/ 31
Signature of Agreement Holder	уу	mm	dd

Effective Date: January 1, 2017	Expiry Date: December 31, 2021
	end
Maris Van 1/2	20171 04/06
Charles van Hemmen, RPF	yy mm dd
District Manager	Approved
Cascades Natural Resource District	<del></del>

<sup>\*</sup> Or authorised signatory if agreement holder is a corporation.

#### SECTION I. GRAZING SCHEDULE

Pasture name	Period of use Turn in Turn out	No. and class of Livestock
AGATE UNIT		
D'Arcy South-02	May 25-June 1	78 yearlings
Pitney	June 1-June 10	197 cow/calf and 12 bulls
Willis	June 11-July 25	197 cow/calf, 78 yearlings, 12 bulls
Smith Creek	July 26-September 10	197 cow/calf, 78 yearlings, 12 bulls
Willis	September 11-October 15	197 cow/calf, 78 yearlings, 12 bulls
WHIPSAW UNIT		
9-Mile/Corral Creek	June 8-June 24	103 cow/calf, 12 bulls
Кеппеду	June 8-June 24	103 cow/calf, 11 bulls
Lamont (Willis cattle join herd here)	June 25-July 31	326 cow/calf, 27 bulls
Frenchy/Garrison/Granite	August 1-September 15	326 cow/calf, 27 bulls
Fourteen Mile/Whipsaw	September 16-October 15	326 cow/calf, 27 bulls
Beale	October 1-October 15	40 cow/calf

- The turn out date is as listed in the Grazing Schedule. Range readiness criteria specified in the plan must be met prior to the turn out date or turn out is to be delayed.
- Pasture move dates are approximate. Changes of more than a week will require a Range Use Plan Amendment being submitted to the Forest Service.
- Cattle will be moved when the prescribed level of utilization is reached (see below), or by the date in the grazing schedule, whichever comes first.
- Pasture moves will be complete within 3 to 5 days. No more than 5% of the cattle should remain behind after a move. Legitimate strays will be actively gathered
- 80% of cattle will be off of the range by the fall removal date, and 95% must be off within a week after the removal date. Animals on the range after this date will not exceed 5% of the herd, and will be removed as soon as possible.

RANGE READINESS, STUBBLE HEIGHT AND PLANT COMMUNITIES

Plant community Type or Key Area	Plant Species	Range Readiness (Leaf Stage)	Stubble Heights
Individual Wet	Canada Reedgrass (Bluejoint)	3.0	12 cm
Meadows	Tall Sedge	Flowering	20 cm
Individual Cut-	Pinegrass	2.25-2.5 (at nodding)	18 cm
blocks	Blue Wildrye	4.0	15 cm
	Native Brome	4.0	15 cm
	Orchardgrass	3.0	10 cm
Riparian Meadow	Bluegrasses	2.5	10 cm
•	Tall Sedge	Flowering	20 cm
	Canada Reedgrass (Bluejoint)	3.0	12 cm
Alpine:	Valerian	Flowering	15 cm
Tall Forb/Sedge	Senecio or Daisy	Flowering	N/A
-	Tall Sedge	N/A	20 cm
	Short Sedge/ Sedge/Rush	N/A	10 cm
Alpine:	Suppressed Short Sedge/Rush	N/A	8 cm
Impacted	Valerian	Finished Flowering	15 cm
•	Senecio	Flowering	N/A
Alpine:	Woodrush	N/A	10 cm
Forest			
Grasslands:	Bluebunch Wheatgrass	4.0	17 cm
Native	Slender Wheatgrass	4.0	15 cm
	Idaho Fescue	4.0	15 cm
	Needlegrasses	3.0	12 cm
	Bluegrasses	2.5	10 cm
Grasslands:	Crested Wheatgrass	3.5	8 cm
Seeded	Bromes (introduced)	3.0	10 cm
	Orchardgrass	3.0	10 cm
	Western Wheatgrass	4.0	12 cm
	Slender Wheatgrass	4.0	15 cm

- Browse utilization levels: 25% of current annual growth. Parks and protected areas will be less than 10% of the current annual growth.
- The soils will be dry enough so grass plants are not easily uprooted or trampled.

#### SECTION II. ACHIEVING DESIRED PLANT COMMUNITIES

These are plant communities that have been, or may be, significantly affected by livestock use

#### PLANT COMMUNITIES

# What actions will the tenure holder take to establish or maintain Desired Plant Communities? (in this section consider management strategies: salting, herding/riding, range monitoring etc)

#### AGATE & WHIPSAW RANGE UNITS

#### Crested Wheatgrass/Needle-and-Thread Grass/Kentucky Bluegrass/Field Sedge/Bluebunch Wheatgrass

The leading species in the current plant community include crested wheatgrass, bluebunch wheatgrass needle-and-thread grass, rosy pussytoes, Columbia needlegrass, Kentucky bluegrass, low pussytoes and field sedge. Noxious weeds such as dalmation toadflax and knapweed are also present. Other plants such as large leaved plantain, smooth brome, white clover and Baltic rush are also present. The small open grassland area found in the vicinity of August Lake on the Pitney Pasture is part of this plant community. It has been impacted by past livestock grazing and forage seeding. The open grassland plant community of mainly bluebunch wheatgrass and Idaho fescue is found on west facing slopes north of the old Willis ranch and comprises about 15% of the Pitney Pasture. This is a late seral plant community.

#### Powerline Right-of-Way

This plant community consists of the Hydro rightof-way which runs east and west through the D'arcy North Pasture. The powerline is slashed out on a regular basis and as such the plant communities have been altered. The overstory is made up of Douglas-fir, lodgepole pine and trembling aspen. Bebb's Willow, raspberry, kinnikinnick, birch-leaved spiraea and rose are common throughout this community. There is a wide variety of grasses resulting from seeding over the years which includes; Kentucky bluegrass, pinegrass, bluebunch wheatgrass, Junegrass, Idaho Fescue, redtop, orchardgrass and timothy. Red clover, wild strawberry, fireweed, dandelion, common red paintbrush and silky lupine are present in the forb layer. There is some evidence of noxious weeds as well on this site. Cattle use this powerline right-of-way as a main travel route. Cattle use and forage values are both high.

# Ponderosa Pine/Silky Lupine/Bluebunch Wheatgrass

This open ponderosa pine/Douglas-fir forest is found at low elevations on the Pitney pasture and the lower west facing slopes of the open grassland areas. Bluebunch wheatgrass and Idaho fescue

- \* We will check range readiness prior to turning out livestock. Our head range cowboy (Shawn Galloway) has visited with range agrologist Krista Barton to review range readiness (leaf stage) of various plants to ensure that he has a working knowledge regarding the ideal time to turn cattle into range pastures.
- \* Only a portion of our herd is pastured in the area surrounding August Lake on the Pitney Pasture. Part of the herd remains on deeded spring pastures; another part of the herd is on the Whipsaw range; and our replacement heifers, which are later mixed with the cows and calves on the Willis pasture, are grazed separately, at this time of the season, in the South D'Arcy pasture. Cattle that are grazed on this Pitney Pasture are kept there for a relatively short time (<14 days).
- \* Livestock will be managed to ensure maintenance of the desired plant communities, as listed opposite and will be moved according to availability of forage and water, should supply become an issue prior to scheduled moving time.
- \* This area is close to home ranch, allowing for frequent inspection (at least 2-3 times weekly). Cattle are checked at least twice weekly on adjoining pastures allowing for relatively frequent inspection.
- \* Salt will be used to draw cattle to areas of greater forage and to encourage distribution of livestock through the range area.

  Salt blocks will be placed a minimum of 400 metres from riparian areas or stream banks.

  Salt is used as a tool to move cattle away from areas were stubble height is low and is moved often to ensure even distribution of grazing.
- \* Noxious weed control has been undertaken on adjacent private lands which will help increase forage in the area of August Lake.
- \* Plans are made to meet with Jessica Hobden, Field Operations Manager with OASISS (Okanagan and Similkameen Invasive Species Society) in the spring of 2017, to scout out hoary alyssum plants in the area of Pitney/August Lake, to determine whether or not control measures are warranted.
- \* Re Powerline Right-of-way: For the past few years, we have noticed that cattle grazing in the August Lake area tend to use the powerline right-of-way little to not at all. It has been suggested that we put salt in this area for a

cover increases on the drier sites (southwest slopes) and pinegrass cover increases on the moister sites (northeast slopes). Silky lupine, birch-leaved spiraea, balsamroot, showy fleabane, tall Oregon grape, yarrow, dandelion, parsley-flowered buckwheat, field filago, and white-flowered hawkweed are also commonly present in this community. Saskatoon and big sagebrush are common shrubs. Other common grasses include Kentucky bluegrass and Junegrass. The ratio of bluebunch wheatgrass to Kentucky bluegrass declines as the per cent slope declines.

# Aspen/Twinflower/White Clover/ Kentucky Bluegrass

This lower elevation aspen community is scattered about on plateau areas, most commonly on the D'Arcy South Pasture. The overstory is exclusively trembling aspen. The scattered openings that occur were likely cleared as homesteads in the early 20<sup>th</sup> century. They comprise about 5% of the D'Arcy South Pasture. There is trace shrub presence. Pinegrass and blue wild rye are abundant grasses. Common forbs include twinflower, white clover, dandelion, heart-leaved arnica, leafy aster, arctic lupine, western meadowrue, American vetch, yellow peavine, yarrow, sticky cinquefoil, and streambank butterweed.

#### Douglas-fir/Pinegrass

At least a dozen different Douglas-fir/pinegrass plant communities exist on a variety of aspects throughout the lower elevations of this tenure. There is a variety of Douglas-fir canopy, ranging up to 40% in mature timber and higher in younger regenerating stands. The understory of these plant communities is dominated by pinegrass with up to 30% foliar cover. A variety of other species are present in varying amounts depending on factors such as the degree of canopy opening, soil moisture availability and grazing pressure and slope aspect. Some sites are dominated exclusively by Douglasfir and pinegrass. Other communities are often distinguished by an abundant presence of species such as arctic lupine, redstem feathermoss, birchleaved spiraea, heart-leaved arnica, kinnikinnick, snowberry, twinflower, showy aster, falsebox, common juniper, peavine or prickly rose. Less than 200 stems/ha of older Douglas-fir and less than 300 stems/ha of younger Douglas-fir is desired and in some areas this fir is encroaching on.

#### Beaked Sedge/Willow

These wet meadow plant communities occur sporadically along water courses and in topographic depressions at scattered locations throughout this tenure. They are generally not used

very short time.

- \* Copper Creek Ranch will resume grazing cattle on the D'Arcy South pasture which has been rested for at least the past two years.
- \* Care is also taken to ensure that cattle don't congregate near and eat too much off shrubs.

Care is taken to avoid cattle over-population and overuse of boggy, low-lying areas, in order to preserve wet meadow plant communities. The fact that such areas are by livestock in the first half of the grazing season due to flooding, or not at all in wetter years. Willow dominating where the water table is slightly lower. Beaked sedge is usually the dominant grass like species. Other grass-like species may include white sedge, field sedge and water sedge. Other species may include angelica and common horsetail. At higher elevation cotton top, other higher elevation sedges or marsh marigold may be present.

#### Lodgepole Pine/Bluebunch Wheatgrass/Pinegrass

There are at least half a dozen different lodgepole/pinegrass plant communities comprising the vast majority of mid elevation plant communities throughout the range units. There is a variety of lodgepole pine canopy, ranging up to 30% in mature timber and higher in younger regenerating stands. The understory of these plant communities is generally dominated by pinegrass with up to 30% foliar cover. A variety of other species are present in varying amounts depending on factors such as the degree of canopy opening, soil moisture availability and grazing pressure. Some of the more common species include shrubs such as twinflower, soopolallie, falsebox, grouseberry trapper's tea (at higher elevations), prickly rose, birch-leafed spiraea, black gooseberry and black twinberry; grass-like plants such as northwestern sedge, bluejoint (moister sites) and spike trisetum (higher elevations); and forbs such as arctic lupine, prince's pine, kinnikinnick, showy aster, wild strawberry, heart-leafed arnica, whiteflowered hawkweed, racemose pussytoes, fireweed, timber milkvetch and leafy aster. Due to the large area covered by these communities they produce a large quantity of summer forage for wildlife and livestock. In addition there are a few similar plant communities with lesser amounts of pinegrass.

As well, harvesting has resulted in a large number of hectares being in early seral plant stage. The ages of the cutblocks varies from 2 to 30 years. Domestic grasses such as orchardgrass, common timothy and smooth brome occur in areas that have been seeded. These areas provide abundant summer forage that in general, is more palatable and nutritious than the forested areas.

Forested Riverine Riparian Communities
Engelmann Spruce is the dominant tree on these
sites. There are a large variety of riparian
community types throughout the range units.
Shrubs commonly found within these plant
communities include mountain alder, red-osier
dogwood, black gooseberry, Sitka alder, willows,

black twinberry, Douglas maple and northern black

well demarcated makes it easier to notice and manage cattle around and away from them.

We will monitor for these plant varieties at mid-elevation and will ensure that cattle do not populate these areas before acceptable stubble height and leaf stage are evident.

We will then take care to avoid overgrazing in these areas.

Every spring, prior to grazing season, we meet with ranch staff to ensure we can properly identify these and other plant varieties identified in this range plan, which also encourages mindfulness of conservation practices.

All riparian areas are monitored during range inspections for livestock impact. If any areas of concern are noted, cattle are moved to a different area of the range unit.

Livestock will be managed away from riparian areas

currant. Grass-like plants include reed mannagrass, nodding trisetum, and numerous sedges. Other common plants are common horsetail, twinflower, five-leafed bramble, bunchberry, clasping twisted stalk, oak fern, wood horsetail, common mare's-tail, one-leafed foam flower, cordate leafed saxifrage, purple-leafed willowherb, sweet-scented bedstraw and American brooklime. Many of these plant communities lie along natural animal travel routes. The total area of these riparian communities is a very small percentage of the total pasture area

#### **Engelmann Spruce Forest**

These high elevation plant communities have a thick canopy and provide little forage. It is dominated by Engelmann spruce and balsam fir. Black huckleberry, grouseberry, white-flowered rhododendron and falsebox are the most common shrubs. Other shrubs such as northern black currant, twinflower, trapper's tea, and Utah honeysuckle occur on some sites. Limited amounts of small-flowered woodrush occur at some sites. Sitka valerian is the most common forb. Other forbs such as brewer's mitrewort, yellow wood violet, arctic lupine, false hellebore, single-leaved foam flower, round-leaved yellow violet and arnica occur in varying amounts at various sites.

#### **Engelmann Spruce Clear-cuts**

Grass production is generally very low on these high elevation clear-cuts. These early seral current plant communities are the result of logging. Some forage value is provided by the most common forb, Sitka valerian. Other forbs include arctic lupine, heart-leaved arnica, fireweed and wild strawberry. Shrubs include grouseberry, white-flowered rhododendron, falsebox, trapper's tea, black twinflower and red elderberry.

#### Thimbleberry/Kentucky Bluegrass

This mid elevation plant community is representative of a riparian community impacted by livestock. Animals often impact these sites when logging has occurred close to streams and there is no thick cover of tall shrubs such as alder or willow present to restrict access. The Whipsaw "corridor" contains many impacted sites although the amount of area is restricted due to the steepness of the terrain. Plants present include thimbleberry, Kentucky bluegrass, wild raspberry, fireweed, bunchberry, large-leaved avens, Nootka rose, bluejoint reedgrass, blue wild rye, black gooseberry, common horsetail, and violet.

#### Pussytoes/Smooth Brome

This high elevation grassland is a rare community occurring on less than 1 percent of the tenure area. This community is found in the vicinity of 19 km

when being herded to other areas of the range unit.

Livestock trampling impacts may occasionally occur at the outer edges of some of these sites. Weekly monitoring and herding of cattle from this area helps the prevention of impaction.

We understand that compaction of wetlands also leads to the risk of other grasses (i.e. Bluegrass) migrating by way of cattle hooves, into such boggy areas, leading to water loss which would affect wildlife habitat and affect water availability for cattle while on range.

Cattle do not use this area to any great degree so the impact is low on this plant community.

While we attempt to avoid overgrazing in all range units, the cattle generally do not use these spruce areas to any great extent.

There will be no salting near these areas.

Care is taken to identify these plant communities and to avoid over exposure of livestock to them in these midelevation areas.

Care will continually be taken to identify these plant varieties in order to ensure minimum stubble heights and leaf stage before they are exposed to cattle/grazing.

on the Lamont Road. Big sagebrush was the most common shrub. Smooth brome, Kentucky bluegrass and Idaho fescue were the most common grasses. Rosy pussytoes, arctic lupine, showy fleabane and yarrow are the most common forbs.

Bog Birch/Shrubby Cinquefoil

This rare high elevation shrub is associated with a seasonal water table and is located at Hudon's Bay Meadows. As the name implies this community is dominate by shrubby cinquefoil and bog birch Other common plants include willow, leafy aster, wild strawberry, fireweed, bluejoint reedgrass, beaked sedge and yarrow.

**Dwarf Blueberry/Timber Oatgrass** 

This plant community is found at the historic Hudson's Bay Meadows. This community is found on an area that is slightly raised from the water table and is often dry by mid-July. Dominant species were dwarf blueberry and timber oatgrass. Other species included shrubby penstemon, spike trisetum, dunhead sedge, alpine timothy, rosy pussytoes, leafy aster, diverse-leaved cinquefoil, graceful cinquefoil, northern gentian and alpine speedwell.

Grouseberry/Partridgefoot

This open subalpine plant community is found on an old burn west of Granite Mountain. Due to the high elevation and cold, conifers are slow to regenerate. Grouseberry, partridgefoot, arctic lupine, small-flowered penstemon, western fescue, three-leafed sandwort, Elmer's paintbrush, lanceleafed stonecrop, western groundsel and Sitka valerian are found here. Once populated, livestock will be gradually moved through the Granite area and will not be allowed to linger. Regular range inspections and herding will be conducted in these areas.

Special attention will be given to areas that are either particularly wet and boggy or particularly dry, in order to avoid detrimental cattle impact or over-grazing in these more "delicate" areas where regrowth and/or regeneration of the plant community is already compromised. This also applies to areas of high elevation.

#### SECTION III. MINISTER SUPPLIED ISSUES

ISSUES: (these are current or potential issues or areas of conflict on the tenure area)	Tenure holder supplied actions and strategies to mitigate potential issues.		
Issue #1 The range area contains important habitat for Lewis Woodpecker.	<ul> <li>Ongoing are is taken not to remove or destroy large standing dead or dying trees (snags) which are used by woodpeckers for nesting. There is no logical reason for us to remove such trees unless they are blocking a path or are over top of fences and we are mindful of their role as habitat.</li> <li>We are aware that we are not permitted to cut standing dead or dying trees that are over 30 cm in height.</li> </ul>		
Issue #2  The range area contains important habitat for Coastal Tailed Frog. It is important that range activities maintain vegetative cover in these sites.	<ul> <li>We will take care not to cut timber or remove vegetative cover in identified Coastal Tailed Frog habitat areas.</li> <li>We will learn to identify these areas with the help of our range agrologist.</li> <li>We will not salt in identified areas.</li> </ul>		
Issue #3  The range area contains important habitat for Mountain Beavers. It is important that livestock do not congregate in these areas to prevent trampling of tunnels and burrows.	<ul> <li>Ongoing care is taken to avoid compacting loose soils and riparian areas by ensuring that we move cattle away from such areas and/or by not allowing cattle to linger in such areas.</li> </ul>		
Issue #4  The area to which this Range Use Plan applies has been designated as an approved Ungulate Winter Range. It is important to pay particular attention to the forage stubble height and browse utilization levels.	We understand that we share the range with a large variety of ungulate and believe that we make good use of our range unit, moving cattle regularly, thereby leaving behind ample vegetation for grazing wildlife, come fall time.		
Issue #5 Livestock trespass onto adjacent tenures.	<ul> <li>Additional help is hired each summer to monitor fences and make repairs where necessary.</li> <li>We work with logging companies to ensure range barriers are not compromised.</li> <li>We also deter cattle from reaching the edges of these barriers.</li> </ul>		

# SECTION IV. TENURE HOLDER SUPPLIED ISSUES AND PROVIDED ACTIONS

ISSUES:	What actions will the tenure holder take to mitigate the issue? (ie discuss issue with range staff, meet with stakeholders, management strategies etc.)			
Issue 1: Recreation and hunters -Gates left open and gates cut or fences cut open	<ul> <li>Inform conservation officers about issues relating to hunters and cattle.</li> </ul>			
-mud bogging	<ul> <li>Inform District Agrologist and C&amp;E regarding recreation issues such as squatters and mud bogging.</li> </ul>			
	• ,			

#### SECTION V. MEASURES TO PREVENT INTRODUCTION OR SPREAD OF INVASIVE PLANTS

#### INVASIVE PLANTS Specify measures to prevent the introduction or spread of plants prescribed in the Invasive Plants Regulation, that are likely to result from your range practices. Introduction & Spread of: Proper rotation and movement of cattle to prevent overgrazing will help native plant communities thrive, putting them less at risk of being (include weeds known to agreement overtaken by invasive plants/weeds. area) \* = source from weed database. Ranges are monitored for weed and invasive plant infestations during range patrol of livestock. When found, these will be noted and reported Sulphur cinquefoil\* to our range agrologist. Hound's-tongue\* Needs that are specific to our tenure for where we will monitor are: Spotted knapweed\* Leafy spurge, Hoary Alyssum, Sulphur cinquefoil and Burdock. These weeds and control measures will be researched and reviewed by ranch Diffuse knapweed\* management and shared with ranch staff to ensure that control measures are being taken on range units and on adjacent private property and also Dalmatian toadflax\* to ensure recognition of such plants. Oxeve daisy\* We meet regularly with OASISS (Okanagan and Similkameen Invasive Leafy spurge\* Species Society) to discuss invasive species in the area and schedule appointments to meet them in the field to investigate specific areas for St. John's wort\* possible weeds. Yellow toadflax\* Individual weeds are pulled where possible once positive identification Canada thistle\* is made and larger patches of weeds are reported to the Ministry. Bull thistle\* Blueweed\* Hoary alyssum\* Common tansy\* Scentless chamomile\* Hoary alyssum\* Burdock\*

SECTION VI. RANGE IMPROVEMENT MAINTENANCE AGREEMENT

Range Development	Length (km)	Responsibility (person, party, etc.)	Type	Comments
Boundary Fences: *Copper Creek- Ferguson boundary		Copper Creek Ranch with occasional help from Ferguson.	Barbed wire and smooth wire fence	We will maintain and rebuild fences as necessary to ensure that Copper Creek Ranch cattle do not migrate to the Ferguson range. We also salt cattle away from these boundaries.
Copper Creek-Weber boundary		No agreement in place regarding fencing	Barbed wire and smooth wire fence	Fences evaluated every spring to ensure proper boundaries are maintained between the D'Arcy North and D'Arcy South pastures, due to high Elk traffic through that area in winter months. Salt is also used to keep cattle from congregating near this boundary.
Pasture Fences (when in common):				
Total Km's				
 Other: (Water dev., corrals, range reference areas, CG, etc.)				

<sup>\*</sup>All improvements have been identified on the attached RUP map.

## SECTION VII. ANIMAL IDENTIFICATION

The holder of an agreement under the *Range Act* that authorizes grazing of livestock must ensure that all livestock authorized to graze on Crown range under the agreement are (a) marked with the holder's registered brand or marked in another manner approved by the minister, and (b) identified by a mark or tag designating them as animals pastured under the agreement, if the minister requires it (*FRPA 45*).

Please draw your registered brand and describe your tag:

Brand (s)	Location (s)	
CCR	Right shoulder	

Ear tags:			
Color: Yellow Color: Pink	Location: X left ear Location: X left ear	X right ear	☐ briske
Ear notches:			Ϊ.
Location: 🗌 left	ear right ear	brisket	

No unindetifiable animals, or animals marked otherwise than shown, will be grazed under the licence or permit applied to without application to and prior consent from the District Manager.

Expiry Date: December 31, 2022

## RANGE USE PLAN

## Rock Hill Investments Ltd.

The Minister, pursuant to section 37 of the Forest and Range Practices Act, has determined that this plan is consistent with the agreement under the Range Act that pertains to the plan, and conforms to the Forest and Range Practices Act, the regulations and the standards.

The attached map is part of the Range Use Plan.

This Range Use Plan is associated with the following range agreement.

NAME: ROCK HILL INVESTMENTS LTD.	RANGE TENURE #: RAN077476
ADDRESS: PO Box 50 HEDLEY, BC V0X 1K0	TENURED AUM'S: STERLING & MCNULTY: 1684 RED CREEK/FIVE MILE: 651 (NET AUTHORIZED)
TELEPHONE: (250) 292-8151	STOCK RANGE: PRINCETON
E-MAIL s.22	RANGE UNIT NAME/RU#: STERLING (3090), McNulty (3086), RED CREEK (3085), FIVE MILE (3080)

This plan was prepared by:	y ST. German	
	2017 1	12, 13
Signature of Agreement Holder	уу	mm dd

\* Or authorised signatory if agreement holder is a corporation.

20/8/ 0/ / 08 yy mm dd

Charles (Chuck) van Hemmen, RPF

Effective Date: January 1, 2018

District Manager Approved

Cascades Natural Resource District

# SECTION I. GRAZING SCHEDULE

**Sterling Unit** 

Pasture name	Period of use Turn in Turn out	No. and class of Livestock
West Hedley	May 15-June 15	37 cow/calf, 2 bulls
Spring	May 15-June 15	100 cow/calf, 5 bulls
Stirling Creek	June 16-October 1	137 cow/calf, 7 bulls
Stirling Creek	October 2 – October 31	100 cow/calf, 5 bulls
Spring	October 2 – October 31	37 cow/calf, 2 bulls

**McNulty Unit** 

McNuity Unit		
Pasture name	Period of use Turn in — Turn out	No. and class of Livestock
Cochise, Nissen	May 15 - May 31 October 16 - October 31 (spring/fall/rest rotation)	45 cow/calf, 3 bulls
Stemwinder	May 15 – May 31	45 cow/calf, 3 bulls
Stemwinder/Gold Hills	June 1-June 30	100 cow/calf, 5 bulls
Sandhill	June 1 - June 30	45 cow/calf, 3 bulls
Arkat	July 1 - October 15	45 cow/calf, 3 bulls
Alaric	July 1 – October 15	100 cow/calf, 5 bulls
Stemwinder/Gold Hills	October 16 – October 31 (when Cochise/Nissen is used in fall)	100 cow/calf, 5 buils
Stemwinder/Gold Hills	October 16 – October 31 (when Cochise/Nissen is rested or grazed in spring)	145 cow/calf, 8 bulls

#### Red Creek/Five Mile Unit

Pasture name	Period of use Turn in — Turn out	No, and class of Livestock
Red Creek, Finnigan, Grant, Shinnish	June 1 – October 15	134 cow/calf, 7 bulls

- These dates are approximate. If a change of more than a week is necessary, I will consult with District Range staff and will submit a Range Use Plan Amendment to the Forest Service. Cattle will be moved when range in sections indicate that the prescribed level of utilization is reached (see utilization chart below), or by the date in the grazing schedule, whichever comes first.
- Pasture moves will be complete within 3 to 5 days. No more than 5% of the cattle should remain behind after a move. Legitimate strays will be actively gathered.
- 80% of cattle will be off of the range by the fall removal date, and 95% must be off within a week after the removal date. Animals on the range after this date will not exceed 5% of the herd, and will be removed as soon as possible. During last 2 weeks some cattle will have come home so total numbers then would be reduced.

# RANGE READINESS, STUBBLE HEIGHT AND PLANT COMMUNITIES

Plant community	Plant Species	Range Readiness	Stubble Heights
Type or Key Area	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	(Leaf Stage)	na da sub a a da a a da a da a da a da a da a d
Individual Wet	Canada Reedgrass (Bluejoint)	3.0	12 cm
Meadows	Tall Sedge	Flowering	20 cm
Individual Cut-	Pinegrass	2.25-2.5 (at nodding)	18 cm
blocks	Blue Wildrye	4.0	15 cm
ı	Native Brome	4.0	15 cm
•	Orchardgrass	3.0	10 cm
Riparian Meadow	Bluegrasses	2.5	10 cm
	Tall Sedge	Flowering	20 cm
	Canada Reedgrass (Bluejoint)	3.0	12 cm
Alpine:	Valerian	Flowering	15 cm
Tall Forb/Sedge	Senecio or Daisy	Flowering	N/A
_	Tall Sedge	N/A	20 cm
	Short Sedge/ Sedge/Rush	N/A	10 cm
Alpine:	Suppressed Short Sedge/Rush	N/A	8 cm
Impacted	Valerian	Finished Flowering	15 cm
•	Senecio	Flowering	N/A
Alpine:	Woodrush	N/A	10 cm
Forest		ļ	
Grasslands:	Bluebunch Wheatgrass	4.0	17 cm
Native	Slender Wheatgrass	4.0	15 cm
	Idaho Fescue	4.0	15 cm
	Needlegrasses	3.0	12 cm
	Bluegrasses	2.5	10 cm
Grasslands:	Crested Wheatgrass	3.5	8 cm
Seeded	Bromes (introduced)	3.0	10 cm
	Orchardgrass	3.0	10 cm
	Western Wheatgrass	4.0	12 cm
	Slender Wheatgrass	4.0	15 cm

- Browse utilization levels: 25% of current annual growth. Parks and protected areas will be less than 10% of the current annual growth.
- The soils will be dry enough so grass plants are not easily uprooted or trampled.

## <u>SECTION II. ACHIEVING DESIRED PLANT COMMUNITIES</u>

Salar Salar Baran

These are plant communities that have been, or may be, significantly affected by livestock use

#### PLANT COMMUNITIES

What actions will the tenure holder take to establish or maintain Desired Plant Communities?(in this section consider management strategies: salting, herding/riding, range monitoring etc)

#### **McNulty Unit**

Cochise &Nissen: These pastures are in the drier IDF zone characterized by Douglas-fir and Ponderosa Pine. The understory vegetation is abundant in kinnikinnick, Saskatoon, pinegrass, with lesser amounts of bluebunch wheatgrass. The pastures are adjacent to the Similkameen River and the Old Hedley Road. Soils are sandy, area is very dry

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Goldhills&Stemwinder: This area is in the IDF zone. Mostly south facing, open, rocky slopes. Soils are sandy. Forested area is Lodgepole Pine and Douglas-fir. Understory contains Trapper's Tea, Grouseberry, twinflower, bunchberry, heart-leave arnica, and mosses.

Goldhills, Sternwinder, Arkat&Sandhill: These pastures are mostly in the IDF zone with the upper areas in the MS zone. The plant communities are in early to mid-seral stage. Harvesting of Lodgepole Pine and lesser volumes of Douglas-fir has created large openings. There is an abundance of pinegrass, Trapper's Tea, and a forb mix of purple flowered peavine, arctic lupine, wild snowberry, and heart leaved arnica. Also common shrubs and herbaceous species consisting of birch leaved spirea, falsebox, twinflower and fireweed.

Sandhill, Arkat&Alaric — The higher elevation areas of Sandhill and Arkat and Alaric pasture is heavily logged. This plant community is in the MS and ESSF zone. Plant communities are in various stages of recovering due to intensive harvest activities.

#### Sterling Unit

West Hedley: This pasture is in the drier IDF zone characterized by Douglas-fir and Ponderosa Pine. The understory vegetation leads in Kinnikinnick, Saskatoon, pinegrass,

Ranges will be inspected prior to turn out to check stubble height and soil conditions. Range readiness will be met prior to turnout.

Movement of cattle into next pasture is based on range readiness of higher elevations.

Once stubble height levels are reached. If forage availability is reduced or plant communities are close to being impacted, cattle are moved from the areas of high use through salt placement and herding.

No salting will occur within 200m of plantations or riparian areas.

Cattle will be moved out of high risk riparian areas and discouraged from loitering in moose swamp areas through herding. The herds will be checked weekly.

All key areas are inspected bi-weekly. Grazing is monitored throughout the range.

Streams and waterways, wet meadows and plantations will be inspected for degradation and siltation that may have resulted from cattle use or loitering and, if found, cattle will be moved to a different area of the range.

with lesser amounts of bluebunch wheatgrass. The pasture is adjacent to the Similkameen River and private lands. Soils are sandy, area is very dry.

**Spring Pasture:** This lower elevation pasture is mainly in the IDF zone with Lodgepole Pine and Douglas-fir forest. Pinegrass dominated understory with lesser amounts of heart-leaved amica and strawberry.

Sterling Pasture: Mostly in the MS zone with a few higher elevation areas in the ESSF zone. Large openings from harvest activities. There is abundance of pinegrass, Trapper's Tea, and a forb mix of purple flowered peavine, arctic lupine, wild snowberry, and heart-leaved arnica. Also common shrubs and herbaceous species consisting of birch leaf spirea, falsebox, twinflower and fireweed.

#### **Red Creek Unit**

Red Creek Pasture –Three main zones; IDF, MS, ESSF. The IDF understory is dominated by pinegrass also contains snowberry and bluebunch wheatgrass, with a sparse moss layer. MSxk1 is the largest zone in Red Creek, moisture deficits commonly occur throughout the growing season. It has an understory mainly comprising of pinegrass, with a mixed shrub-herb community. Also has subalpine fir and spruce trees.

#### Five Mile Unit

Finnegan Pasture, Grant Pasture, &Shinnish Pasture: Mostly in the Montane Spruce zone with a few higher elevation areas in the EnglemannSpruce Subalpine Fir zone. Large openings from harvest activities. There is abundance of pinegrass, Trapper's Tea, and a forb mix of purple flowered peavine, arctic lupine, wild snowberry, and heart leaved arnica. Also common shrubs and herbaceous species consisting of birch, leaved spirea, falsebox, twinflower and fireweed.

All Pastures: Riparian areas are found throughout all range units. There are some small ponds generally surrounded by a series of riparian plant communities. These areas are in various seral stages depending on livestock impacts. Plant communities consist of sedge species, rush species, willow and alder. The foliar cover in some sites is dominated by grass with a significant forb component. Other areas are moisture receiving sites and

Identify a water source for livestock watering and construct a water development in 2018 to help manage distribution. Work with Range Agrologist to help complete the project.

Make an effort to move cattle into areas that have not been used to full capacity weekly.

Move cattle by riding and pushing small groups weekly.

may be dominated by small stands of poplars. There are several large streams on both units which may be impacted by livestock in certain spots.	
All Pastures: Cutblocks&plantations are throughout all range units. Mountain pine beetle harvesting has created large openings that are subject to invasive weeds.	

SECTION III. MINISTER SUPPLIED ISSUES

SECTION III. MINISTER SUPPLIED ISSU	
Issues Issue #1: Logging/Natural Range barrier	The tenure holder will participate in the consultation process with the logging companies. Will meet with logging contractors. Will respond to the referral process. Efforts will be made to determine a permanent solution of the logging of natural barriers.
Issue #2: Protection of riparian areas	Where access to riparian areas is available to cattle, those areas will be monitored at least every two weeks. If soil disturbance or utilization is approaching maximum levels cattle will be moved from those areas through herding on horseback. Salt will be placed no less than 200m from riparian areas.
Issue #3: Moose Winter Range	Monitor areas where moose have been seen in winter and minimize cattle impact.
Issue #4: Range Developments	Range developments will be maintained on an annual basis or as required.
Issue #5: Neighbouring tenure holders and pressure from livestock on boundary fences and trespassing	<ul> <li>Inspected and repaired prior to turn out and major repair issues discussed and agreed upon with adjacent range tenure holders.</li> </ul>
Issue #6: Endangered or Threatened Species	<ul> <li>Where a threatened or endangered species is identified the rancher will work together with Range personnel to develop a plan to protect habitat.</li> </ul>

SECTION IV. TENURE HOLDER SUPPLIED ISSUES AND PROVIDED ACTIONS

SSUES:	What actions will the tenure holder take to mitigate the issue? (ie discuss issue with range staff, meet with stakeholders, management strategies etc.)
Issue 1: Fences	Repair fence and inspect them at the start of the season.
Issue 2: Forest Licencees	<ul> <li>Respond to logging referrals.</li> <li>Talking about issues regarding fencing and cut blocks with loggers.</li> </ul>

SECTION V. MEASURES TO PREVENT INTRODUCTION OR SPREAD OF INVASIVE PLANTS

INVASIVE PLANTS	Specify measures to prevent the introduction or spread of plants prescribed in the Invasive Plants Regulation, that are likely to result from your range practices.
Introduction & Spread of:  (include weeds known to agreement area)* = source from weed database.  • Hound's-tongue  • Spotted knapweed  • Diffuse knapweed  • Dalmatian toadflax  • Hawkweed sp.  • Canada thistle  • Bull thistie  • Common tansy  • Scentless chamomile  • Hoary alyssum  • Sulphur cinquefoil	<ul> <li>Hounds tongue and burdock are issues on this range</li> <li>Make sure cattle are weed free before turnout</li> <li>Report weeds to range agrologist</li> <li>Small areas of infestations will be hand pulled or cut</li> <li>Stirling Creek will spray and remove weeds on ranch property</li> </ul>

SECTION VI. RANGE IMPROVEMENT MAINTENANCE AGREEMENT

	Range Development	Length (km)	Responsibility (person, party, etc.)	Туре	Comments
	Boundary Fences:				
	Paul Creek/Stirling	2 km	Stirling Creek Ranch Employees		Regularly maintained in spring and throughout the summer.
	Pasture Fences(when in common):			,	
_	Stemwinder fences @		Stirling Creek Ranch		Regularly maintained in
	5km,	4 km	Employees		spring and throughout
	13 km,	2 km	1 3		the summer.
	16 km	50 m			
	Total Km's	8			
	Other: (Water dev., corrals, range reference areas, CG, etc.)				
	Cattle Guards		Road Use Permit Holder		CGs are cleaned out each spring by logging company. Corrals are maintained annually.
	Water		Stirling Creek is to provide one off-stream water system. Around 13-16 km on Stirling		Work with Range Agrologist to identify site and install development

<sup>\*</sup>All improvements have been identified on the attached RUP map.

# SECTION VII. ANIMAL IDENTIFICATION

The holder of an agreement under the *Range Act* that authorizes grazing of livestock must ensure that all livestock authorized to graze on Crown range under the agreement are (a) marked with the holder's registered brand or marked in another manner approved by the minister, and (b) identified by a mark or tag designating them as animals pastured under the agreement, if the minister requires it (*FRPA 45*).

Please draw your registered brand and describe your tag:

Brand (s)	Location (s)
5	Front left rib

Ear tags:		
Colour: Baby Blue		
Location: Xleft ear	brisket	brisket
Ear notches:		
Location:  left ear	brisket	brisket

No unindetifiable animals, or animals marked otherwise than shown, will be grazed under the licence or permit applied to without application to and prior consent from the District Manager.

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Tenure Holder: Rock Hill Investment

Range Un Stirling

number	Class	Dates in	ı/out	Unit / Pasture	Days	Proportion	Total AUM's		Old PLD	Proportion		Net Crown AUM
37	Cow/calf	May-15	Jun-15	West Hedley	32	1	39	39		1	0	39
2	Bull	May-15	Jun-15	West Hedley	32	1.5	3	3		1.5	0	3
100	Cow/calf	May-15	Jun-15	Spring	32	1	105	105		1	0	105
5	Bull	May-15	Jun-15	Spring	32	1.5	8	8		1.5	0	8
137	Cow/calf	Jun-16	Oct-01	Stirling Creek	108	1	486	486		1	0	486
7	Bull	Jun-16	Oct-01	Stirling Creek	108	1.5	37	37		1.5	0	37
37	Cow/calf	Oct-02	Oct-31	Spring	30	1	36	36		1	0	36
2	Bull	Oct-02	Oct-31	Spring	30	1.5	3	3	-	1.5	0	3
100	Cow/calf	Oct-02	Oct-31	Stirling Creek	30	1	99	99		1	0	99
	Bull	Oct-02	Oct-31	Stirling Creek	30	1.5	7	7		1.5	0	7
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0	7	1	0	0
	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
	Cow/calf	Jan-01	Jan-01		1	1	0	_		1	0	0
	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
				Totals			824		-			824

There will be cases where tenured animal unit months (AUMs) do not match with the AUMs calculated from the range use plan . This is most likely due to the 2005 Range Act and the definition of proportions for different animals.

In these cases, the tenure will be amended to the new total AUMs at tenure replacement time or earlier, as workload permits.

McNulty Unit

number	Class	Dates ir	n/out	Unit / Pasture	Days	Proportion	Total AUM's		Old PLD	Proportion		Net Crown AUM
45	Cow/calf	May-15	May-31	Cochise/Nissen/Old Hedley Rd	17	1	25	25		1	0	25
2	Bull	May-15	May-31	Cochise/Nissen/Old Hedley Rd	17	1.5	2	2		1.5	0	2
45	Cow/calf	May-15	May-31	Stemwinder	17	1	25	25		1	0	25
3	Bull	May-15	May-31	Stemwinder	17	1.5	3	3		1.5	0	3
100	Cow/calf	Jun-01	Jun-30	Stemwinder/Goldhill's	30	1	99	99		1	0	99
5	Bull	Jun-01	Jun-30	Stemwinder/Goldhill's	30	1.5	7	7		1.5	0	7
45	Cow/calf	Jun-01	Jun-30	Sandhill	30	1	44	44		1	0	44
3	Bull	Jun-01	Jun-30	Sandhill	30	1.5	4	4		1.5	0	4
45	Cow/calf	Jul-01	Oct-15	Arkat	107	1	158	158	-	1	0	158
3	Bull	Jul-01	Oct-15	Arkat	107	1.5	16	16		1.5	0	16
100	Cow/calf	Jul-01	Oct-15	Alaric	107	1	352	352		1	0	352
5	Bull	Jul-01	Oct-15	Alaric	107	1.5	26	26		1.5	0	26
45	Cow/calf	Oct-16	Oct-31	Cochise/Nissen/Old Hedley Rd	16	1	24	24		1	0	24
2	Bull	Oct-16	Oct-31	Cochise/Nissen/Old Hedley Rd	16	1.5	2	2		1.5	0	2
100	Cow/calf	Oct-16	Oct-31	Goldhills/Stemwinder	16	1	53	53		1	0	53
-				Totals			812				- 7	812

number	Class	Dates in	n/out	Unit / Pasture	Days	Proportion	Total AUM's		Old PLD	Proportion		Net Crown AUM
134	Cow/calf	Jun-01	Oct-15	Red Creek, Finnigan, Grant, Shinnish	137	1	603	603		1	0	603
7	Bull	Jun-01	Oct-15	Red Creek, Finnigan, Grant, Shinnish	137	1.5	47	47		1.5	0	47
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
0	Cow/calf	Jan-01	Jan-01		1	1	0	0		1	0	0
				Totals			650					650



File: 15700-20/Copper Creek/623819/620067

15700-20/Copper Creek/623819/620067/PSR

June 21, 2018

Copper Creek Ranch Ltd.

620067 BC Ltd., 623819 BC Ltd.

Box 817

Princeton, British Columbia

V0X 1W0

Princeton Stock Ranch Ltd.

Box 1741

Princeton, British Columbia

V0X 1W0

Dear s.22

Thank you for your Disposition of Range Agreement dated May 26th, 2017 reporting the change in assignment of rights to your grazing licence number RAN077458.

The change in names on the tenure has been changed from:

Copper Creek Ranch Ltd, 623819 BC Ltd, 620067 BC Ltd

To:

Copper Creek Ranch Ltd. JV with 623819 BC Ltd., 620067 BC Ltd., and Princeton Stock Ranch Ltd.

Box 817

Princeton, British Columbia

V0X 1W0

Our records will be duly updated to reflect the addition of Princeton Stock Ranch Ltd. for the duration of the signed Joint Partnership Agreement, dated May 26th 2017. If you have any questions please give me a call at 250-378-8476 or Philip.Gyug@gov.bc.ca

Yours truly,

Philip Gyug, #.Ag Range Agrologist

Cascades Natural Resource District

Attachment: Receipt (Disposition Fee)

Ministry of Forests, Lands, Natural Resource Operations

and Rural Development

Cascades Natural Resource District Location:

3840 Airport Road Merritt, British Columbia Mailing Address: PO Box 4400 Station Main Merritt, BC V1K 1B8

Tel: Fax: (250) 378 - 8400 (250) 378 - 8481