

L49431



Ministry of
Forests, Lands and
Natural Resource Operations

File: 19545-60/L49431
10455-20/8013966

June 10, 2013

Chief Russell Lily and Council
Halfway River First Nation
PO Box 59
Wonowon, British Columbia
V0C 2N0

Dear Chief Russell Lily and Council:

The Province of British Columbia has received an application for an Occupant Licence to Cut, L49431 and is initiating consultation on the following:

PROPOSAL: L49431

APPLICANT: Sylvio Salustro

LOCATION: Pink Mountain Road near District Lot 1944

RESPONSE: is requested by: June 20, 2013. Your review and response is required within the time period so that your interests can be fully considered in the decision making process.

PRIMARY CONTACT: Janice Edwards

The OLTC is associated with a gravel pit that was issued in 2008. While the proponent has received the necessary tenures for gravel extraction, they also require a licence to remove the timber at the site. There is approximately 5.7 hectares containing aspen, lodgepole pine and white spruce.

We invite Halfway River First Nation's input on how the proposed L49431 may impact your Treaty 8 Rights in an effort to better inform our decision-making process.

The following table lists the authorization required for the L49431. A detailed map is attached.

Authorization	Agency Decision Maker	Application Status	Timeline for Decision
OLTC	District Manager	Application Pending	June 20, 2013

Page 1 of 2

The Province recognizes that Halfway River First Nation has Treaty 8 rights, that are recognized and affirmed by section 35(1) of the Constitution Act, 1982 in the Project area, and is interested in understanding further the nature of these Treaty 8 Rights and how they may be impacted. The information may also be used to inform the development of potential measures to mitigate or avoid impacts to your Treaty 8 Rights.

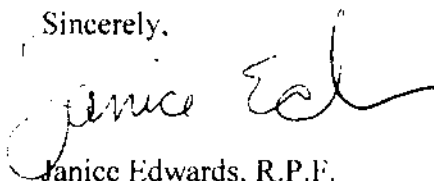
The Province considers the following information:

- consultation previously took place on the Licence of Occupation (L.O.O.) and the Notice of Work (NOW) for the gravel pit; no comments were received.
- the area for tree removal is small at 5.7 hectares,
- there is a small volume of timber to be removed, comprising aspen, lodgepole pine and a small amount of white spruce, and
- the gravel pit is adjacent to a road and will have a negligible additional impact to treaty rights.

An initial review has been conducted in order to assess the impact of the proposed Occupant Licence to Cut on Halfway River First Nation's Treaty 8 Rights. Based on this review the seriousness of impact has been assessed at negligible. The Province proposes that consultation be conducted at the notification level.

In order to adequately address any concerns prior to the decision deadlines for the Occupant Licence to Cut please contact Janice Edwards at 250-784-1272 or email: Janice.A.Edwards@gov.bc.ca prior to June 20, 2013, to enable the Province to consider such information in relation to its decision-making process in this matter.

Sincerely,



Janice Edwards, R.P.F.
First Nations Relations Advisor
Peace District

cc. Roslyn Pokiak
Al Rodine

R_pokiak@hrfn.ca
Al.Rodine@gov.bc.ca



Ministry of
Forests, Lands and
Natural Resource Operations

File: 19545-60/L49431
10455-20/8013966

June 10, 2013

Chief Joe Apsassin and Council
Blueberry River First Nations
P.O. Box 3009
Buick Creek, British Columbia
V0C 2R0

Dear Chief Joe Apsassin and Council:

The Province of British Columbia has received an application for an Occupant Licence to Cut, L49431 and is initiating consultation on the following:

PROPOSAL: L49431

APPLICANT: Sylvio Salustro

LOCATION: Pink Mountain Road near District Lot 1944

RESPONSE is requested by: June 20, 2013. Your review and response is required within the time period so that your interests can be fully considered in the decision making process.

PRIMARY CONTACT: Janice Edwards

The OLTC is associated with a gravel pit that was issued in 2008. While the proponent has received the necessary tenures for gravel extraction, they also require a licence to remove the timber at the site. There is approximately 5.7 hectares containing aspen and lodgepole pine.

We invite Blueberry River First Nations' input on how the proposed L49431 may impact your Treaty 8 Rights in an effort to better inform our decision-making process.

The following table lists the authorization required for the L49431. A detailed map is attached.

Authorization	Agency Decision Maker	Application Status	Timeline for Decision
OLTC	District Manager	Application Pending	June 20, 2013

The Province recognizes that Blueberry River First Nations has Treaty 8 rights, that are recognized and affirmed by section 35(1) of the Constitution Act, 1982 in the Project area, and is interested in understanding further the nature of these Treaty 8 Rights and how they

may be impacted. The information may also be used to inform the development of potential measures to mitigate or avoid impacts to your Treaty 8 Rights

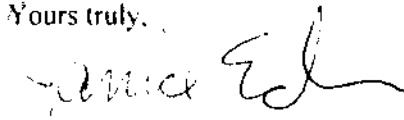
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An initial review has been conducted in order to assess the impact of the proposed Occupant Licence to Cut on Blueberry River First Nations' Treaty 8 Rights. Based on this review the seriousness of impact has been assessed at negligible. The Province proposes that consultation be conducted at the notification level.

In order to adequately address any concerns prior to the decision deadlines for the Occupant Licence to Cut please contact Janice Edwards at 250-784-1272 or email: Janice.A.Edwards@gov.bc.ca prior to June 20, 2013, to enable the Province to consider such information in relation to its decision-making process in this matter.

Yours truly,



Janice Edwards, R.P.F.
First Nations Advisor
Peace District

cc: Melissa Knight mknight@blueberryfn.ca
Al Rodine Al.Rodine@gov.bc.ca

Attachment(s) - Map

First Nations Consultation Summary Report

Note: This is not the Full Consultation Report. A Master Report has been stored digitally as per agency filing norms. This is a summary overview.

ATS	Lands	Water	Forestry	Mines	Wildlife
			• •		

Basic Information				Relevant Dates	
Consultation Lead:	Janice Edwards	Proponent/Applicant	Tangle Ridge Custom Crushing	Received by Consultation Lead:	2013-06-10
Map Sheet		Project Name	Occupant Licence to Cut	Initiation (Letters Sent)	2013-06-10
Resource District	Peace	Project Purpose	Mines- Quarry/Sand and Gravel	Report Ready for SDM	2013-07-03
Additional Notes and Information					
<p>OLTC L49431 under Lands File 8014623. The gravel pit has been existence for some time and was most recently replaced in 2008 for a period of ten years.</p> <p>It appears that consultation was not carried out on the OLTC so FCBC requested that the district carry out the consultation.</p> <p>A ten day notification was carried out from June 10-20 with BRFN and HRFN</p> <p>It is unknown if consultation took place on the 2008 LOO replacement</p> <p>It has also been stated that consultation took place on the NOW, however, we have not found the records</p>					

Arch Review and Initial Environmental Impact Review					
Arch Review Comments:			Environmental Impact Air:	See attached IIA for further details	
AOA:			Environmental Impact Land:	See attached IIA for further details	
Sites within 50 M			Environmental Impact Water:	See attached IIA for further details	
Arch Sites in Auth Area			Environmental Impact Wildlife:	See attached IIA for further details	

First Nation Summary		Blueberry River First Nations					
Known Aboriginal Interests in the Area			Initial View of Impact to Known Aboriginal Interests				
<ul style="list-style-type: none"> See attached IIA for further details 							
Rights:	Treaty 8	Title:		Impact to Known Rights/Title:	Negligible	Consultation Level:	Notification
<div style="text-align: center;"> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> Concerns and Accommodation tracking Table </div> </div>							
Concern Description		Analysis of Concern		Potential Accommodation		Recommendation for Accommodation	

First Nation Summary				Halfway River First Nation			
Known Aboriginal Interests in the Area				Initial View of Impact to Known Aboriginal Interests			
•							
Rights:		Title:		Impact to Known Rights/Title:		Consultation Level:	
<div style="border: 1px solid black; padding: 5px; text-align: center;">Concerns and Accommodation tracking Table</div>							
Concern Description	Analysis of Concern		Potential Accommodation		Recommendation for Accommodation		

Summary: Preparation and Initiation	Summary: Engagement
The licensee requests an OLTC to remove timber on an existing gravel pit of 5.7 ha in size containing aspen, lodgepole pine and white spruce. Province assesses impact at negligible, consultation recommended at notification level	No comments were received from First Nations.
Summary Accommodation	Recommendation to SDM
No comments were received from First Nations, no accommodation	The gravel pit is a pre-existing tenure and the OLTC is necessary for the licensee to access his primary tenure. No comments were received from First Nations

FAXED
2013 07 13

Interior Stumpage Rate Request Form



REFER TO ATTACHED PROCEDURES DOCUMENT WHEN COMPLETING THIS FORM.

Licensee		Licence/CP	L49431
Forest District	Peace	Timber Mark	L49431
Forest Zone	North East	Point of Appraisal	Fort St John
Timber Supply Area	FSJ	Area (ha)	5.7
Timber Supply Block	40C	Effective Date (Ministry Staff)	2013 07 03
Competitive Licence?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Expiry Date (Ministry Staff)	2018 02 18

IAM Sec.	Rate Calculation Method (Check 1 Box Only) Complete Silviculture and/or Bonus Section if Applicable	
Non-adjusting - redetermined annually		
6.1.1	Community Forest Agreement - August 1	<input type="checkbox"/>
6.1.2	Woodlot Licences (CP, BSP or RP) - August 1	<input type="checkbox"/>
6.1.3	Deciduous Leading Rate - June 1	<input type="checkbox"/>
6.3	Road Timber Mark - June 1 (Including Woodlot Road Timber Marks with an eligible ERA)	<input type="checkbox"/>
6.3	Blanket Salvage Cutting Permit - June 1	<input type="checkbox"/>
Fixed for term and all extensions		
5.1.1 (4)	BCTS Decked or Partially Harvested Timber > 3 yrs <input type="checkbox"/> < 3ys <input type="checkbox"/>	<input type="checkbox"/>
6.2 (1)	Average Sawlog Stumpage Rate - Table 6-1	<input checked="" type="checkbox"/>
6.2 (2)	Intermediate salvage If VCU, attach approved form	<input type="checkbox"/>
6.2.1	FLTC for Specific Purposes (No Volume Limit)	
(1) (a)	FLTC awarded to highest bidder. Community wildfire protection, or removing damaged timber from plantations or natural stands (attach approved VCU form)	<input type="checkbox"/>
	Utilizing post harvest material in landings or at roadside after waste assessment done (attach approved VCU form)	<input type="checkbox"/>
(1) (c)	Direct award FLTC for community wildfire protection, or, for FLTC issued to lowest bidder on a contract for community wildfire protection (i) Table 6-1 rates (ii) Damaged Timber - Table 6-4 rates	<input type="checkbox"/>
(1) (d)	Direct award FLTC issued to the lowest bidder on a contract for removing damaged timber from natural stands or plantations	<input type="checkbox"/>
(1) (e)	Timber will be chipped or hogged on site.	<input type="checkbox"/>
6.4	Salvage Timber Stumpage Rate - No AAC	
6.5	Damaged Timber - Table 6-4 (> 1/3 of volume damaged by blow down, fire, disease, snow press, or pest) Clearcut < 5ha: <input type="checkbox"/> or Stocked stand post-harvest? <input type="checkbox"/>	<input type="checkbox"/>
	Post Harvest Material - Table 6-5 (wood culverts and bridges, or post logging residue)	<input type="checkbox"/>
	Decked > 3 yrs <input type="checkbox"/> < 3ys <input type="checkbox"/> If VCU, attach approved form	<input type="checkbox"/>
6.6	Partially Harvested Timber > 3 yrs <input type="checkbox"/> < 3ys <input type="checkbox"/> If VCU, attach approved form	<input type="checkbox"/>
	Miscellaneous Stumpage Rates - Table 6-6	<input checked="" type="checkbox"/>
6.7	Product: deciduous	
	Linear Tenures: Type: aggregate mine	<input type="checkbox"/>

Species Volume Estimates		
Species	Volume	
Balsam (BA)	2	m ³
Cedar (CE)	2	m ³
Fir (FI)	2	m ³
Hemlock (HE)	2	m ³
Larch (LA)	2	m ³
Lodgepole Pine (LO)	224	m ³
Spruce (SP)	140	m ³
White Pine - SIFR Only (WH)	0	m ³
Yellow Pine <input type="checkbox"/> SIFR Only (YE)	0	m ³
Net Conifer Vol.	364	m ³
Aspen (AS)	408	m ³
Birch (BI)	2	m ³
Cottonwood (CO)	2	m ³
Other		m ³
Net Deciduous Vol.	408	m ³

Silviculture (refer to attached procedures)	
Silviculture Responsibility:	
Crown: <input type="checkbox"/>	Licensee: <input type="checkbox"/> n/a: <input checked="" type="checkbox"/>
Apply Silviculture Levy: Grades 1 & 2: <input type="checkbox"/> , Grade 4: <input type="checkbox"/> , Grade 6: <input type="checkbox"/> , Deciduous: <input type="checkbox"/>	
Silviculture Levy: \$ per m ³	

Bonus Section (attach signed Tender form)	
Bonus Offer: <input type="checkbox"/>	Bonus Bid: <input type="checkbox"/>
Amount: \$	
Apply bonus bid: Grades 1 & 2: <input type="checkbox"/> , Grade 4: <input type="checkbox"/> , Grade 6: <input type="checkbox"/> , Deciduous: <input type="checkbox"/>	

Comments

Authority		District Review Officer		Regional Revenue Section Employee	
License Representative	1238	Signature		Signature	
Ron Sedor		Wanda Knott, RP4			
Signature and Seal (if applicable)		Date		Date	
November 24, 2012		Dec. 11, 2012			



Distribution: DPC, Licensee
Document name: G:\Workgrp\WPROCESS\SECTIONS\TMB\Licence to Cut\OLTC complete cover letter.doc
jdp
CONTACT: Jessie Poehlmann, RC, DCFD, 784-1207
Date typed: 06 March 2003 Date revised: 03 July 2013

File: 19545-60/L49431
Location: Pink Mountain

July 3, 2013

TANGLE RIDGE CUSTOM CRUSHING LTD.
P.O. BOX 898 5651 ALASKA HIGHWAY
FORT NELSON, BRITISH COLUMBIA
V0C 1R0



Dear licensee:

Enclosed is a completed copy of Occupant Licence to Cut L49431. This Licence to Cut applies to Pink Mountain. Before carrying out operations on this area, please read your licence and be prepared to comply with all conditions set out therein.

A sign must be posted and maintained at the point of exit from the licence to cut area, clearly displaying the timber mark.

Yours truly,

Rob Kopecky
District Manager
Peace District

Enclosure: L49431



**OCCUPANT LICENCE TO CUT
CUT AND REMOVE TIMBER
L49431**



THIS LICENCE, dated **July 3, 2013**

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA,
as represented by the **DISTRICT MANAGER,**
MINISTRY OF FORESTS, LANDS AND
NATURAL RESOURCE OPERATIONS
9000 17TH STREET
DAWSON CREEK , BRITISH COLUMBIA
V1G 4A4
Phone: (250) 784-1200 Fax: (250) 784-0143
(the "Licensor")

AND:

TANGLE RIDGE CUSTOM CRUSHING LTD.
P.O. BOX 898 5651 ALASKA HIGHWAY
FORT NELSON, BRITISH COLUMBIA
V0C 1R0
Phone: 250-774-7903 Fax: 250-774-7903
Email address: tangle@shaw.ca
(the "Licensee")

WHEREAS:

- A. The Licensee has the right of occupation as the lawful **occupier** of certain areas of land pursuant to ***Lands Act* – File # 8013966.**
- B. The Licensee and Licensor are entering into this Licence under section 47.4 of the *Forest Act* to cut and remove the Crown timber from the Licence area.

“The Table of Contents and headings in this Licence are included for convenience only and do not form a part of this Licence and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Licence.”

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THE PARTIES agree as follows:

1.00 GRANT OF RIGHTS AND TERM

- 1.01 The term of this Licence begins on **July 3, 2013**, and ends on the earlier of:
- (a) the day upon which the Licensee's right of occupation expires or is surrendered, cancelled or otherwise terminated;
 - (b) February 18, 2018; or
 - (c) at the Licensee's request, the Licensor gives notice to the Licensee that all contractual and legislative obligations associated with the Licence have been completed.
- 1.02 The Licensee is authorized to cut and remove Crown timber from the area shown on the attached Exhibit "A" maps ("Licence area") that is necessary to cut in order to facilitate the operations or the use of the Crown land within the Licence area as described in the right of occupation.
- 1.03 The Licensee's rights under this Licence are of no force or effect when the right of occupation is suspended.
- 1.04 Subject to the Licence, the Licensee may enter onto areas referred in paragraph 1.01 for the purpose of exercising the rights under this Licence.
- 1.05 This Licence does not grant the Licensee the exclusive right to harvest timber from the Licence area, and the Licensor reserves the right to grant rights to other persons to harvest timber from the Licence Area.

2.00 TIMBER MARK

- 2.01 The timber mark for timber removed under this Licence is:
- L 4 9**
4 3 1
- 2.02 If directed to do so by the Licensor, the Licensee must erect signs at all exits from areas of land referred to in paragraph 1.02, clearly showing the timber mark referred to in paragraph 2.01.

3.00 TIMBER HARVEST LIMITATIONS

- 3.01 The Licensee must comply with the forestry legislation and the conditions and requirements set out in Schedule "A" to this Licence.
- 3.02 In addition to timber specified in the forestry legislation as reserved, the Licensee must not cut, damage, or destroy timber if specified as reserved in Schedule B.

4.00 TIMBER VOLUME CHARGED TO THE LICENCE

- 4.01 The timber of the following species and grades will be included in determining the volume that will be charged to the Licence:
- (a) all species and grades except for grades 6 and Z.

5.00 WASTE ASSESMENT

- 5.01 The quantity and quality of merchantable Crown timber that could have been removed under this Licence but at the Licensee's discretion was not removed, will be determined in accordance with the provisions of Provincial Logging Residue and Waste Measurements Procedures Manual, as amended or replaced from time to time ("current waste assessment manual").
- 5.02 The Regional Executive Director or District Manager, in a notice given to the Licensee, may require the Licensee to pay in respect of the volume of timber determined under paragraph 5.01, a monetary assessment for all waste.
- 5.03 The amount of money that the Licensee must pay under a waste assessment will be determined in accordance with the provisions of the current waste assessment manual.
- 5.04 For the purpose of conducting the assessment of the volume of timber that was not harvested as described in paragraph 5.01:
 - (a) the Licensee must conduct an assessment in accordance with the current waste assessment manual after the Licensee has declared that primary logging has been completed for each cut block; or
 - (b) the Regional Executive Director or District Manager may conduct an assessment in accordance with the current waste assessment manual after the expiry of the term of the Licence.

6.00 COURT DETERMINED ABORIGINAL RIGHTS AND/OR TITLE

- 6.01 Notwithstanding any other provision of this Licence, if a court of competent jurisdiction:
 - (a) determines that activities or operations under or associated with this Licence will unjustifiably infringe an aboriginal right and/or title, or treaty right;
 - (b) grants an injunction further to a determination referred to in subparagraph 6.01 (a); or
 - (c) grants an injunction pending a determination of whether activities or operations under or associated with this Licence will unjustifiably infringe an aboriginal right and/or title, or treaty right;the Regional Executive Director or District Manager in a notice given to the Licensee, may vary or suspend, this Licence in whole or in part, so as to be consistent with the court determination.
- 6.02 Subject to this Licence and the forestry legislation, if:
 - (a) under paragraph 6.01, the Regional Executive Director or District Manager has varied the Licence issued to the Licensee;

- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Executive Director or District Manager, at the request of the Licensee, will vary the Licence to reflect as closely as possible, for the remainder of its term, the terms and conditions of the Licence prior to the variation under paragraph 6.01.

6.03 Subject to this Licence and the forestry legislation, if:

- (a) under paragraph 6.01, the Regional Executive Director or District Manager has suspended the Licence;
- (b) a court of competent jurisdiction subsequently overturns, sets aside or dissolves the determination or injunction referred to in that paragraph; and
- (c) it is practical to do so;

the Regional Executive Director or District Manager, at the request of the Licensee, will reinstate the Licence for the remainder of its term.

7.00 FINANCIAL AND DEPOSITS

7.01 In addition to any money payable in respect of this Licence under the forestry legislation, the Licensee must pay to the Government, immediately upon receipt of a notice, statement or invoice issued on behalf of the Government:

- (a) stumpage under part 7 of the *Forest Act* at rates determined, re-determined and varied under section 105 of that Act in respect of timber removed under this Licence;
- (b) any payment required as a result of a waste assessment under part 5.00 of this Licence.

7.02 The Licensee will provide the Crown with \$N/A to be held on deposit (the "deposit") to be used in accordance with the Licence.

7.03 If the Licensee fails to perform an obligation under this Licence, the Regional Executive Director or District Manager, after at least two weeks notice, may take from the deposit an amount equal to the reasonable costs to perform the obligation and may perform the obligation on the Licensee's behalf.

7.04 If the Regional Executive Director or District Manager takes from the deposit under paragraph 7.03, the Licensee must pay to the Government on demand an amount sufficient to replenish the deposit.

7.05 In accordance with the Advertising, Deposits, Disposition and Extensions Regulation, the deposit may be refunded to the Licensee.

8.00 LIABILITY & INDEMNITY

- 8.01 Subject to paragraph 8.02, the Licensee will indemnify the Government against and save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Government as a result, directly or indirectly, of any act or omission of:
- (a) the Licensee;
 - (b) an employee or agent of the Licensee;
 - (c) a contractor of the Licensee who engages in any activity or carries out any operation, including but not restricted to the Licensee's operations, under or associated with this Licence; or
 - (d) any other person who on behalf of or with the consent of the Licensee engages in any activity or carries out any operation under or associated with this Licence.
- 8.02 For greater certainty, the Licensee has no obligation to indemnify the Government under paragraph 8.01 in respect of any act or omission of:
- (a) an employee, agent or contractor of the Government, in the course of carrying out his or her duties as employee, agent or contractor of the Government; or
 - (b) a person, other than the Licensee, to whom the Government has granted the right to use or occupy Crown land, in the course of exercising those rights.
- 8.03 Amounts taken under part 7.00 from the deposit and any payments required under parts 5.00 or 7.00, and payments required further to the indemnity referred to in paragraph 8.01 are in addition to and not in substitution for any other remedies available to the Government in respect of a default of the Licensee.
- 8.04 The Government is not liable to the Licensee for injuries, losses, expenses, or costs incurred or suffered by the Licensee as a result, directly or indirectly, of an act or omission of a person who is not a party to this Licence, including but not restricted to an act or omission of a person disrupting, stopping or otherwise interfering with the Licensee's operations under this Licence by road blocks or other means.

9.00 TERMINATION

- 9.01 If this Licence expires or is cancelled or is otherwise terminated:
- (a) title to all improvements, including roads and bridges, fixed on Crown land in the Licence area; and
 - (b) all timber, including logs and special forest products, located on the Licence area, will vest in the Crown, without right of compensation to the Licensee.

- 9.02 If the Licensee commits an act of bankruptcy, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, the Licensee is deemed to have failed to perform an obligation under this Licence.

10.00 WAIVER

- 10.01 No waiver by the Crown of any default or non-compliance by the Licensee in the strict and literal performance of or compliance with any provision of the Licence will be deemed to be a waiver of the strict and literal performance of or compliance with any other provision, condition or requirement of the Licence or to be a waiver of, or in any manner release the Licensee from compliance with any provision, condition or requirement in the future, nor will any delay or omission by the Crown in the exercising of any right hereunder in any manner with respect to non-compliance impair the exercise of any such rights in the future.

11.00 NOTICE

- 11.01 A notice given under this Licence must be in writing.
- 11.02 A notice given under this Licence may be:
- (a) delivered by hand;
 - (b) sent by mail;
 - (c) sent by facsimile transmission; or
 - (d) electronic mail ("commonly referred as Email");
- to the address, facsimile or email number, as applicable, specified on the first page of this Licence, or to such other address or facsimile number as is specified in a notice given in accordance with this part.
- 11.03 If a notice is given under this Licence, it is deemed to have been given:
- (a) if it is given in accordance with subparagraph 11.02 (a) on the date it is delivered by hand;
 - (b) if it is given in accordance with subparagraph 11.02 (b), subject to paragraph 11.04, on the eighth day after its deposit in a Canada Post Office at any place in Canada; and
 - (c) if it is given in accordance with subparagraph 11.02 (c), subject to paragraph 11.05, on the date it is sent by facsimile or email transmission.
- 11.04 If, between the time a notice is mailed in accordance with subparagraph 11.02 (b) and the time it is actually received, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice is not deemed to be given until the party actually receives it.
- 11.05 If a notice is sent by facsimile transmission, the party sending the notice must take reasonable steps to ensure that the transmission has been successfully completed.

- 11.06 Either party may, from time to time, advise the other party by notice in writing, of any change of address of the party giving such notice and, from and after the giving of such notice, the address specified will, for purposes of this Licence, be considered to be the address of the party giving such notice.

12.00 MISCELLANEOUS

- 12.01 This Licence will enure to the benefit of and be binding on the parties and their respective heirs, executors, successors and permitted assigns.
- 12.02 The laws of British Columbia will govern the interpretation of this Licence and the performance of the Licensee's obligations under this Licence.
- 12.03 Any non-statutory power conferred or duty imposed on the Regional Executive Director or District Manager under this Licence may be exercised or fulfilled by any person authorized to do so by the Regional Executive Director or District Manager.
- 12.04 Any Schedules, Exhibit "A" map(s) or attachments referenced in, or attached to this Licence are an integral part of this agreement as if set out in the body of this agreement, and the Licensee will comply with all the terms in the Schedules.
- 12.05 If there is a conflict between the *Workers Compensation Act* or a regulation under that Act, and a provision of this Licence, the *Workers Compensation Act*, or the regulations made under that Act, prevails, and the Licensee must immediately notify the District Manager of the conflict and follow any direction given by the District Manager with respect to the conflict, provided such direction is consistent with the *Workers Compensation Act* and the regulations under that Act.
- 12.06 Nothing in this Licence authorizes the Licensee to in any way restrict the Government's right of access to the Licence areas or a road permit or the right of any other authorized entrant, user or occupier of these areas.
- 12.07 This Licence is the entire agreement between the parties as to the matters set out in this Licence, and all previous promises, representations or agreements between the parties, whether oral or written, are deemed to have been replaced by this Licence.
- 12.08 Unless otherwise defined in this Licence, if a word or phrase used in this Licence is defined in the legislation described in paragraph 13.02, the definition in the legislation applies to this Licence, and where the word or phrase in the legislation is replaced by a new word or phrase, this Licence is deemed to have been amended accordingly.
- 12.09 If any provision in this Licence is found to be invalid or unenforceable by a court of law, the remainder of this Licence is separately valid and enforceable to the fullest extent permitted by law.

- 12.10 The Licensee acknowledges that any information released to the Licensee by the Regional Executive Director, District Manager or the Government about the nature of the Licence area or the quality or quantity of timber, is not to be relied upon. Execution of this Licence by the Licensee is an absolute release by the Licensee of the Regional Executive Director or District Manager and the Crown from any claim that the Licensee may have in respect of the nature of the Licence area or the quality or quantity of timber.

13.00 INTERPRETATION & DEFINITIONS

- 13.01 This Licence is divided into parts, paragraphs, subparagraphs, clauses and subclauses, illustrated as follows:

1.00 part; -

1.01 paragraph:

(a) subparagraph;

(i) clause;

(A) subclause;

and a reference to a subparagraph, clause or subclause is to be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.

- 13.02 In this Licence, unless the context otherwise requires,

“forestry legislation” means the statutes and regulations, to which the Licence is subject including: the *Forest Act*, *Forest and Range Practices Act* and the *Wildfire Act*,

“Licence area” means the area allocated for the Licensee’s operations pursuant to this Licence and which for greater detail is outlined on the map found in Exhibit “A”,

“right of occupation” means the rights described in Whereas clause A that give the Licensee the right to occupy the land described in Schedule “A”.

IN WITNESS WHEREOF the Licence has been executed by the Licensor and the Licensee on the date set out below.

SIGNED by the Licensor)
on behalf of Her Majesty)
the Queen in Right of the)
Province of)
British Columbia in the)
presence of:)

Jessie Poehlmann)
Signature)

Jessie Poehlmann)
Print Witness Name)

Rob Kopecky
Rob Kopecky, District Manager
Peace Natural Resource District

July 3, 2013
Dated

THE COMMON SEAL of)
the Licensee was affixed)
in the presence of:)

Susan Hall)
Signature)

Susan Hall)
Print Name Witness)

c/s

July 3, 2013
Dated

(or)

SIGNED by the Licensee)
in the presence of:)

Susan Hall)
Signature)

Susan Hall)
Print Name Witness)

Barry Simpson
Licensee

Barry Simpson President
Printed Name and Title

July 3, 2013
Dated

SCHEDULE "A"

OTHER CONDITIONS AND REQUIREMENTS

- 1.01 Unless the Licensor specifies otherwise in writing, the Licensee must ensure that all reasonable steps are taken to:
- (a) advise the Licensor in writing and in a form acceptable to the Licensor, of the date that the Licensee's activities will commence at least five days before commencement; and
 - (b) notify the Licensor in writing in a form acceptable to the Licensor, when all obligations under this Licence are complete.
 - (c) The Licensee is required to coordinate access and development plans with other tenure holders, and utilize existing access to the extent possible.
 - (d) The Licensee is required to develop and adhere to best management practices to minimize impacts of activities.
 - (e) The Licensee is required to the extent practicable, limit their harvesting of timber to the amount only required to safely conduct operations.
 - (f) The Licensee is required to follow their reclamation plan as per their mines permit (Notice of Works).
 - (g) The Licensee is required to carry out a nesting survey in conjunction with clearing activities to confirm if any bird nesting exists within the specified clearing area.

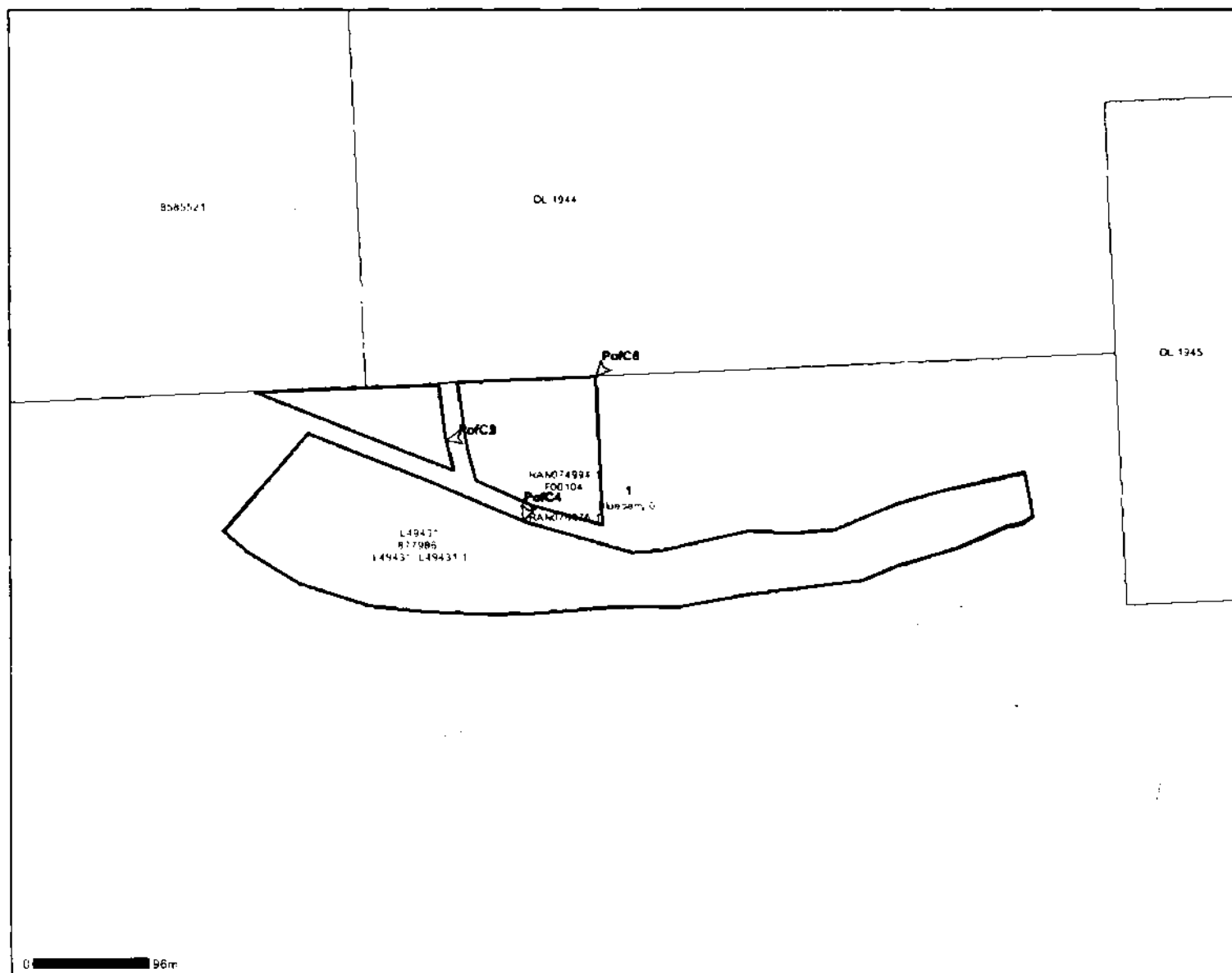
SCHEDULE "B"
RESERVE TIMBER

- 1.01 The Licensee must not fell standing timber, or must not buck or remove felled or dead and down timber, as the case may be, if:

N/A



MAP OF : L49431 (shown in bold black)			
FOREST REGION : RNI FOREST DISTRICT : DPC	TSA : PAG12 0 LAND DISTRICT : PEACE RIVER DISTRICT	PULPWOOD AGREEMENT : PAG12 0	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 40
ESF SUBMISSION ID : 1163656 BCGS MAPSHEET NO : 94G.006	SCALE : 1:5000 at A Size Area (Ha): 5.82	UTM : 10 NAD : NAD83	DRAWN BY : FTA DATE : Feb 15, 2013



Legend	
	Tenure Application
	Tenure Road Application
	Retired Tenure Road
	P of C
	P of T
	Tenure Feature
	Range
	TFL
	Provincial Forest
	Forest Service Road
	Highway
	Municipal Road
	Non Status Road
	Recreation Trails
	Road Permit
	SUP Road
	Right of Way
	Schedule B CP Road
	Mineral Tenure Points
	Cities
	Waterbodies
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	Coastline / Island
(5 8201 Ha) PofC1 UTM10 506278, 6319562 PofC2 UTM10 506219, 6319629 PofC3 UTM10 506342, 6319675 1 (5 8201 Ha) PofC4 UTM10 506278, 6319562 PofC5 UTM10 506219, 6319629 PofC6 UTM10 506342, 6319675	

Logging Tax Act

Logging Tax Act

The **Logging Tax Act** was enacted by Chapter 33, Statutes of 1953 (2nd Session). Effective October 1, 1953, logging tax was introduced to impose a tax on logging operations in British Columbia. The tax applies to every taxpayer who has income from logging operations in the province and is usually fully deductible as a credit against income taxes paid.

The information in this bulletin is provided for your convenience and guidance and is not a replacement for the legislation. The *Logging Tax Act* and Regulations can be found on the web at www.gov.bc.ca/sbr

In this issue...

- ***Filing requirements***
- ***Calculation of tax***
- ***Deemed payment in the first two years of operation***
- ***Liability for making instalments***
- ***Penalties and interest***
- ***Reassessments and appeals***

FILING REQUIREMENTS

Each individual or corporation who engages in logging operations on private or crown land in British Columbia is responsible for filing an annual logging tax return with the Income Taxation Branch. Logging operations include the following:

- The sale of logs or standing timber;
- The sale of the right to cut standing timber;
- The sale of primary and secondary forest products produced from logs such as lumber, pulp and paper, shakes, etc;
- The export of logs.

Logging tax returns must be filed within six months after the end of the taxation year in which logging operations occurred. A copy of the taxpayer's federal income tax return and financial statements must be submitted with the logging tax return.

If logging operations cease, the taxpayer should notify the Commissioner of Income Tax in writing.

The taxpayer will no longer be required to file a logging tax return unless logging activities commence again in the future.

CALCULATION OF TAX

Logging income is calculated in accordance with Division B of the Income Tax Act (Canada) (federal Act) and is generally gross revenue from logging operations less related operating expenses. If logging income is recorded as a capital gain the logging tax applies to the taxable portion of the capital gain.

Where logs are manufactured into primary and secondary forest products, a processing allowance may be deducted. The processing allowance is calculated as eight percent of the original cost of assets used to produce primary and secondary forest products. The allowance may not exceed 65 percent nor be less than 35 percent of the net processing income (calculated as total income from all sources less income from the sale of logs or standing timber and non-logging income).

For each taxation year, a taxpayer must pay a tax equal to the lesser of:

- 10% of the taxpayer's income from logging operations in British Columbia or,
- 150% of the credit that would be allowable under section 127(1) of the federal Act, as if the tax referred to in paragraph (a) was paid.

On March 29, 2001, the Logging Tax Act was amended to clarify that for the purpose of the Logging Tax Act the allowable logging tax

deduction under section 127(1) of the federal Act means the logging tax deduction that would be allowable before any deduction is made for investment tax credits or political contribution credits under the federal Act. This change is applicable to taxation years beginning after March 31, 2001.

The amount of logging tax paid is usually fully deductible as a credit from income taxes if claimed within three years of filing the taxpayer's federal income tax return.

DEEMED PAYMENT IN THE FIRST TWO YEARS OF OPERATION

If a taxpayer has made a deduction for a taxation year under the Two Year Tax Holiday for New Small Businesses Program, Section 17 of the *Income Tax Act* (British Columbia), the taxpayer is deemed:

- to have paid the amount of tax that would have been deductible as a provincial logging tax credit as if no deduction was made under the Two Year Tax Holiday for New Small Businesses Program, and
- to have paid the amount of tax as of the logging tax return due date, six months after the taxation year-end.

LIABILITY FOR MAKING INSTALMENTS

A taxpayer under the Logging Tax Act is required to pay logging tax instalments based on the lesser of the previous year's tax or the current year's estimated tax. One-half of this instalment base is due by the end of the taxation year and one-quarter is due by the end of the third month following the year end. The remaining tax payable is due with the logging tax return six months after the taxation year-end.

For taxation years ending after December 31, 1999, instalment payments are no longer required for taxpayers whose instalment base is less than \$2,000. Taxpayers who are not required to make instalments must remit the entire balance of tax owing on or before the logging tax return due date, six months after the taxation year-end.

PENALTIES AND INTEREST

Taxpayers will be charged interest and penalties in accordance with the Logging Tax Act for failure to file and pay taxes in the prescribed time. Penalties will be waived where the taxpayer complies with **Bulletin LTA 003, Voluntary Disclosure: The Logging Tax Act.**

Interest and penalties may be waived or cancelled in whole or in part where they result from circumstances beyond a taxpayer's control.

Bulletin LTA 002, Waiver or Cancellation of Interest and Penalties, provides guidelines and examples of circumstances where cancelling or waiving interest or penalties may be warranted.

REASSESSMENTS AND APPEALS

Appeals of logging tax assessments must be made within 90 days after the date on the Notice of Assessment by serving a Notice of Appeal to the minister. The notice must be in writing and sent to the Commissioner of Income Tax at the address below.

A taxpayer who is subject to logging tax and who has filed a waiver or Notice of Objection under the federal Act must also file a waiver of the assessment period under the Logging Tax Act.

If a taxpayer who is subject to logging tax is reassessed by Canada Revenue Agency (CRA) for a taxation year, they should file an amended logging tax return for the taxation year along with a copy of the CRA Notice of Reassessment.

NEED MORE INFO?

This bulletin is intended to assist in the understanding of the requirements of the governing *Logging Tax Act* legislation and related regulations. It is not intended to replace the need to consult the legislation and regulations for their application in a particular situation. In the event of a conflict between the legislation and this bulletin, the legislation shall prevail.

For further information, contact:

**Ministry of Small Business and Revenue
Income Taxation Branch
PO Box 9444 Stn Prov Govt
Victoria BC V8W 9W8**

**Telephone: 250 953-3082
Fax: 250 356-0434**

Information is also on the web at www.gov.bc.ca/sbr While there, you can subscribe to our free electronic update service.

Smooth Sheet

Occupant License to Cut
Cut and Remove Timber

Preparing the License Document

License Number: LH9431

Licensee's Legal Name: Tangle Ridge Custom Clearing Ltd

Representative: Barry Simpson e-mail address: Tangle@shaw.ca
(Name must be as it appears on the Tenure Authorizing Proponent to occupy site.)

WHEREAS:

A. The Licensee has the right of occupation as the lawful

☐ owner OR

☒ occupier

of certain areas of land pursuant to

☐ Water Act - File # _____,

☐ Mines Act - File # _____,

☒ Land Act - File # 8013966 OR

☐ other _____ (not under the Forest Act) File # _____

1.00 GRANT OF RIGHTS AND TERM (Authorization Officer to choose correct option)

Option 1:

The term of this License begins on (Date of DM Signature-to be completed by Resource Clerk) and ends on the earlier of:

(Date February 18, 2018); (Date must be written in full).

Option 2:

If the License to Cut is to be issued for a term that is less than the right to occupy enter (Term _____ Years)

7.00 FINANCIAL AND DEPOSITS

7.02 The Licensee will provide the Crown with \$ (specify amount \$ N/A) to be held on deposit (the "deposit") to be used in accordance with the License.

12.00 MISCELLANEOUS

NOTE: Paragraph 12.04

Attaching the professional application and other related documents (eg. Archaeological Impact Assessment) is not recommended due to the strong possibility of conflict (and the introduction of officially induced error) with this License. If there are elements of the professional application that are important to this License, they should be included as a condition of Schedule "A".

12.04 Any Schedules, Exhibit "A" map(s) or attachments referenced in, or attached to this License are an integral part of this agreement as if set out in the body of this agreement, and the Licensee will comply with all the terms in the Schedules.

SCHEDULE "A"
OTHER CONDITIONS AND REQUIREMENTS

(Choose one of the clauses and or add your own clause)

- ☒ Yes
☐ Not applicable

1.01 Unless the Licensor specifies otherwise in writing, the Licensee must ensure that all reasonable steps are taken to:

- (a) advise the Licensor in writing and in a form acceptable to the Licensor, of the date that the Licensee's activities will commence at least five days before commencement; and
- (b) notify the Licensor in writing in a form acceptable to the Licensor, when all obligations under this License are complete.

NOTE: Consistent with the agreement and commitment from HeliCat Canada (John Forrest to Doug Konkin, September 22, 2009) the following clause is to be included in Occupant Licenses to Cut issued in association with heli-ski and cat-ski operations within mountain caribou habitat. The intent of this clause is to facilitate joint reviews of plans and activities completed under this License by government staff (Ministry of Environment; Ministry of Forests, Lands and Natural Resource Operations) and the Licensee. This requirement is not intended to provide for a replace routine inspections by any Crown agency for compliance with this License and/or legislation.

- ☐ Yes
☒ Not applicable

1.01 During each year of the term of this License, the Licensee, if requested by the Licensor, must provide at the Licensee's own expense, a joint field trip including transportation for up to two government staff to the License area in order to review operations conducted under this License.

Additional Clause(s)

Example

- ☒ The Licensee is required to coordinate access and development plans with other tenure holders, and utilize existing access to the extent possible.
- ☒ The Licensee is required to develop and adhere to best management practices to minimize impacts of activities.

- ☐ The Licensee is required to maintain a 400-metre buffer zone around salt licks within, or in the vicinity of, the licence area.
- ☐ If caribou are observed in the area, no clearing activity will take place within 300 m of caribou that are feeding, moving, or resting. Any caribou within this zone will be allowed to leave of their own accord. They will not be chased or disturbed in any way.
- ☒ The Licensee is required to the extent practicable, limit their harvesting of timber to the amount only required to safely conduct operations.
- ☒ ~~The Licensee is required to submit their reclamation plan as per Reclamation plan for _____ site to be completed as their Minks submitted (letter dated _____). See attached.~~ *Permit (Notice of Works)*
- ☒ The Licensee is required to carry out a nesting survey in conjunction with clearing activities to confirm if any bird nesting exists within the specified clearing area.
- ☐ The Licensee is required to buck and limb all vegetation to a length no greater than three metres and ensure that the vegetation is lying flat on the forest floor and scattered so that it does not create a continuous accumulation.
- ☐ Specify other clauses.

SCHEDULE "B"
RESERVE TIMBER

1.01 The Licensee must not fell standing timber, or must not buck or remove felled or dead and down timber, as the case may be, if:

(insert appropriate reference to any timber that should be reserved from being cut and removed) OR

☒ Not applicable

EXHIBIT "A"

Map Attached:

Ensure that areas designated for the Licensee's activities are properly identified on the attached map as well as the boundaries of the property in question and the dangerous tree felling areas.

☐ Yes



Ministry of
Forests, Lands and
Natural Resource Operations

DPC

Document name: G:\Project\OPS_DIV\31_AdminServices\RESOURCE CLERK\First Nations\BRFN\BRFN 8013966
L49431.docx job

Contact: Janice Edwards, First Nations Advisor, 250-784-1200

Date typed: 2013/06/10 Date last saved: 10 June 2013

File: 19545-60/L49431

10455-20/8013966

Lands Act Request **E-MAILED**
June 10/13 gob

June 10, 2013

Chief Joe Apsassin and Council
Blueberry River First Nations
P.O. Box 3009
Buick Creek, British Columbia
V0C 2R0

Dear Chief Joe Apsassin and Council:

The Province of British Columbia has received an application for an Occupant Licence to Cut, L49431 and is initiating consultation on the following:

PROPOSAL: L49431

APPLICANT: Sylvio Salustro

LOCATION: Pink Mountain Road near District Lot 1944

RESPONSE is requested by: June 20, 2013. Your review and response is required within the time period so that your interests can be fully considered in the decision making process.

PRIMARY CONTACT: Janice Edwards

The OLTC is associated with a gravel pit that was issued in 2008. While the proponent has received the necessary tenures for gravel extraction, they also require a licence to remove the timber at the site. There is approximately 5.7 hectares containing aspen and lodgepole pine.

We invite Blueberry River First Nations' input on how the proposed L49431 may impact your Treaty 8 Rights in an effort to better inform our decision-making process.

The following table lists the authorization required for the L49431. A detailed map is attached.

Authorization	Agency Decision Maker	Application Status	Timeline for Decision
OLTC	District Manager	Application Pending	June 20, 2013

Ministry of Forests, Lands and Natural Resource Operations
Peace District

Mailing Address:
9000 17 Street
Dawson Creek, BC V1G 4A4

Tel: (250) 784-1200
Fax: (250) 784-0143

The Province recognizes that Blueberry River First Nations has Treaty 8 rights, that are recognized and affirmed by section 35(1) of the Constitution Act, 1982 in the Project area, and is interested in understanding further the nature of these Treaty 8 Rights and how they may be impacted. The information may also be used to inform the development of potential measures to mitigate or avoid impacts to your Treaty 8 Rights

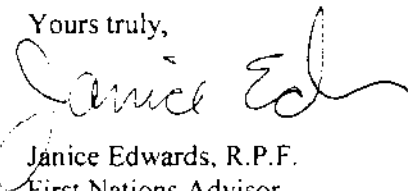
The Province considers the following information:

- consultation previously took place on the Licence of Occupation (LOO) and the Notice of Work (NOW) for the gravel pit; no comments were received,
- the area for tree removal is small at 5.7 hectares,
- there is a small volume of timber to be removed, comprising aspen, lodgepole pine and a small amount of white spruce, and
- the gravel pit is adjacent to a road and will have a negligible additional impact to treaty rights.

An initial review has been conducted in order to assess the impact of the proposed Occupant Licence to Cut on Blueberry River First Nations' Treaty 8 Rights. Based on this review the seriousness of impact has been assessed at negligible. The Province proposes that consultation be conducted at the notification level.

In order to adequately address any concerns prior to the decision deadlines for the Occupant Licence to Cut please contact Janice Edwards at 250-784-1272 or email: Janice.A.Edwards@gov.bc.ca prior to June 20, 2013, to enable the Province to consider such information in relation to its decision-making process in this matter.

Yours truly,



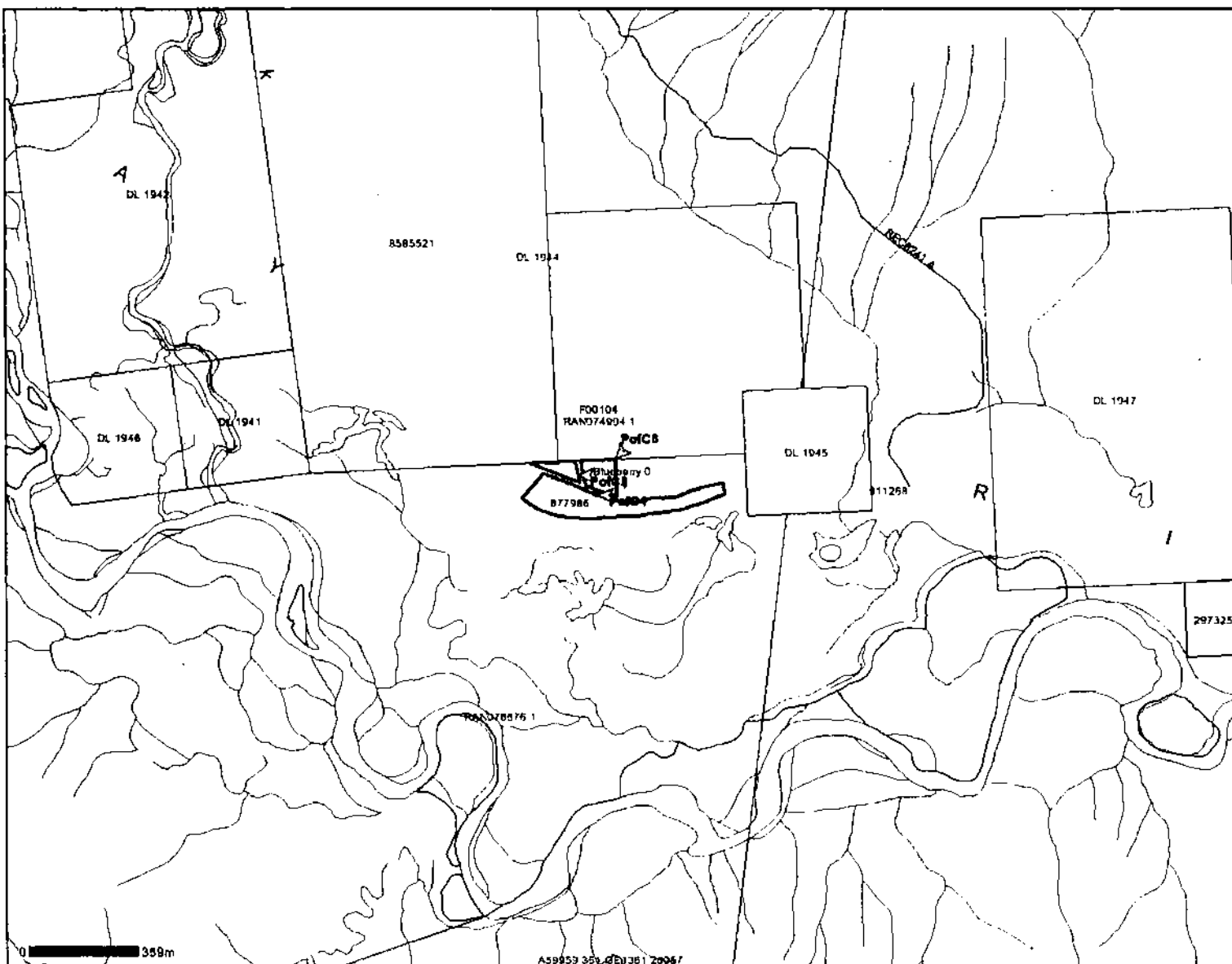
Janice Edwards, R.P.F.
First Nations Advisor
Peace District

Ec: Melissa Knight mknight@blueberryfn.ca
Al Rodine Al.Rodine@gov.bc.ca

Attachment(s) - Map



MAP OF : L49431 (shown in bold black)			
FOREST REGION : RNI FOREST DISTRICT : OPC	TSA : 40 LAND DISTRICT : PEACE RIVER DISTRICT	PULPWOOD AGREEMENT : PAG12 0	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 40
ESF SUBMISSION ID : 1163656 BCGS MAPSHEET NO : 94G.006	SCALE : 1:20000 at A Size Area (Ha): 5.82	UTM : 10 NAD : NAD 83	DRAWN BY : FTA DATE : Dec 4, 2012



Legend

- Tenure Application
- Tenure Road Application
- Retired Tenure Road
- P of C
- P of T
- Tenure Feature
- Range
- TFL
- Provincial Forest
- Forest Service Road
- Highway
- Municipal Road
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- Recreation Trail
- Road Permit
- SUP Road
- Right of Way
- Schedule B CP Road
- Mineral Tenure Points
- Cities
- Waterbodies
- River/Stream
- Coastline / Island

(5.82 Ha)
PofC1 UTM10 506278, 6319562
PofC2 UTM10 506219, 6319629
PofC3 UTM10 506342, 6319675
1 (5.82 Ha)
PofC4 UTM10 506278, 6319562
PofC5 UTM10 506219, 6319629
PofC6 UTM10 506342, 6319675



Ministry of
Forests, Lands and
Natural Resource Operations

Distribution: DPC

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L49431.docx job

Contact: Janice Edwards, First Nations Advisor, 250-784-1272

Date typed: 2013/06/10 Date last saved: 2011-06-13 3:23 pm

File: 19545-60/L49431
10455-20/8013966

E-MAILED
June 10/13 JEB

June 10, 2013

Chief Russell Lily and Council
Halfway River First Nation
PO Box 59
Wonowon, British Columbia
V0C 2N0

Dear Chief Russell Lily and Council:

The Province of British Columbia has received an application for an Occupant Licence to Cut, L49431 and is initiating consultation on the following:

PROPOSAL: L49431

APPLICANT: Sylvio Salustro

LOCATION: Pink Mountain Road near District Lot 1944

RESPONSE is requested by: June 20, 2013. Your review and response is required within the time period so that your interests can be fully considered in the decision making process.

PRIMARY CONTACT: Janice Edwards

The OLTC is associated with a gravel pit that was issued in 2008. While the proponent has received the necessary tenures for gravel extraction, they also require a licence to remove the timber at the site. There is approximately 5.7 hectares containing aspen, lodgepole pine and white spruce.

We invite Halfway River First Nation's input on how the proposed L49431 may impact your Treaty 8 Rights in an effort to better inform our decision-making process.

Page 1 of 2

The following table lists the authorization required for the L49431. A detailed map is attached.

Authorization	Agency Decision Maker	Application Status	Timeline for Decision
OLTC	District Manager	Application Pending	June 20, 2013

The Province recognizes that Halfway River First Nation has Treaty 8 rights, that are recognized and affirmed by section 35(1) of the Constitution Act, 1982 in the Project area, and is interested in understanding further the nature of these Treaty 8 Rights and how they may be impacted. The information may also be used to inform the development of potential measures to mitigate or avoid impacts to your Treaty 8 Rights.

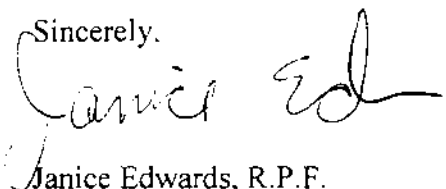
The Province considers the following information:

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- the gravel pit is adjacent to a road and will have a negligible additional impact to treaty rights.

An initial review has been conducted in order to assess the impact of the proposed Occupant Licence to Cut on Halfway River First Nation's Treaty 8 Rights. Based on this review the seriousness of impact has been assessed at negligible. The Province proposes that consultation be conducted at the notification level.

In order to adequately address any concerns prior to the decision deadlines for the Occupant Licence to Cut please contact Janice Edwards at 250-784-1272 or email: Janice.A.Edwards@gov.bc.ca prior to June 20, 2013, to enable the Province to consider such information in relation to its decision-making process in this matter.

Sincerely,

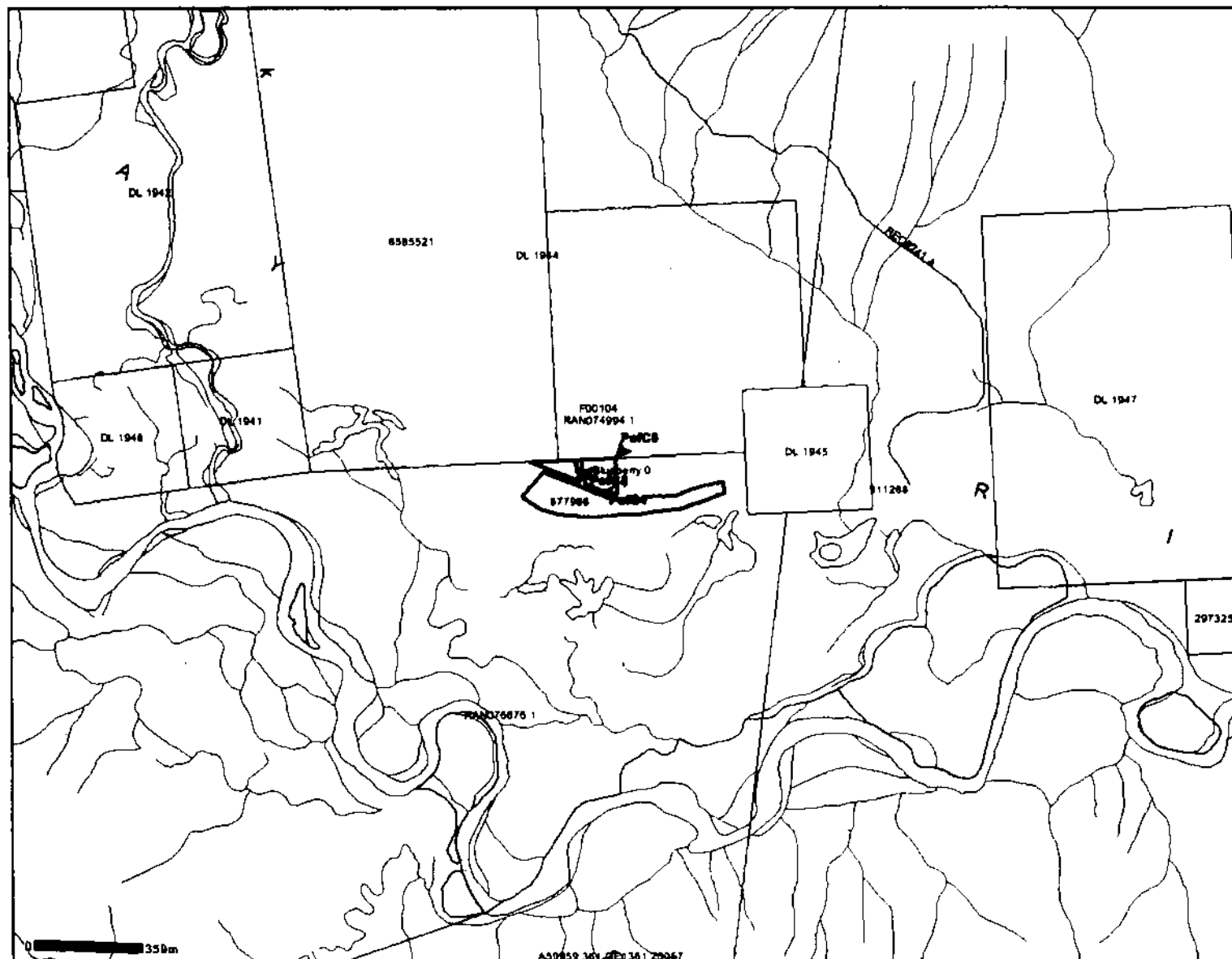


Janice Edwards, R.P.F.
First Nations Relations Advisor
Peace District

Ec. Roslyn Pokiak R_pokiak@hrfn.ca
Al Rodine Al.Rodine@gov.bc.ca



MAP OF : L49431 (shown in bold black)			
FOREST REGION : RNI FOREST DISTRICT : DPC	TSA : 40 LAND DISTRICT : PEACE RIVER DISTRICT	PULPWOOD AGREEMENT : PAG12 0	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 40
ESF SUBMISSION ID : 1163656 BCGS MAPSHEET NO : 94G.006	SCALE : 1:20000 at A Size Area (Ha) : 5.82	UTM : 10 NAD : NAD 83	DRAWN BY : FTA DATE : Dec 4, 2012



Legend	
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	Tenure Road Application
	Refined Tenure Road
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	Provincial Forest
	Forest Service Road
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	Non Status Road
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File Note

From the Desk of
Ken Dahr Resource Management Specialist RPT.

File No.: L49431

Date: July 04, 2013

Subject: OLTC for Tangle Ridge Custom Crushing Ltd

Remarks:

OLTC gravel quarry.

Notice of Works info:

Land Permit #8013966

FN consultation coordinated with Notice of Works consultation and complete.

No Caribou concerns.

Term **ending February 18, 2018** coincide with MEMPR Permit expiry Date. Section 6.6

miscellaneous Stumpage rates, request form to be sent to region upon DM signing.

OLTC conditions

- **Tangle Ridge Custom Crushing** will need to carry out a nesting survey in conjunction with clearing activities to confirm if any bird nesting exists within the specified clearing area.
- **Tangle Ridge Custom Crushing** to the extent practicable, limit their harvesting of timber to the amount only required to safely conduct operations
- **Tangle Ridge Custom Crushing Ltd** will follow their reclamation plan as per their mines permit NOW

No deposit, No schedule B "Reserve Timber"

Contacts : Barry Simpson or Ron Sedor. (250-774-2356)

Ministry of Forests Lands and Natural Resource Operations

BRIEFING NOTE

File: L49431

July 04, 2013

I PREPARED FOR:

Rob Kopecky

II ISSUE:

OLTC for Tangle Ridge Custom Crushing Ltd

III BACKGROUND:

Land tenure number **8013966** expiry date of Feb. 18, 2018.

Permittee:

Tangle Ridge Custom Crushing Ltd

PO Box 898

Fort Nelson, BC V1G 4H9

Name of Property: Pink Mountain

This OLTC is for Tangle Ridge Custom Crushing Ltd gravel pit in the Pink Mountain area.

This project has an approved **NOW** and **land tenure Number 8013966**

Under Section 14 of the *Mineral Tenure Act*, MOFR has no choice but to issue an OLTC or FUP where subsections (3) or (4) apply. Conditions may be attached to the authorization to harvest, but the authorization to harvest cannot be refused if one of those provisions has been met.

IV DISCUSSION:

Breeding birds:

Tangle Ridge Custom Crushing Ltd will need to carry out a nesting survey in conjunction with clearing activities to confirm if any bird nesting exists within the specified clearing area.

This would reduce the risk of contraventions under Section 34 of the *Wildlife Act* (it is an offence under this section of the *Wildlife Act* to disturb birds, nests and eggs).

Water Courses:

Conditions of the *Notice of Work* included that Contaminated or silt laden water shall be suitably contained on site and shall not be allowed to enter any watercourse or stream. Erosion shall be minimized and controlled at the source eliminating negative impacts to the environment.

Reclamation:

Tangle Ridge Custom Crushing Ltd will follow their reclamation plan as per their mines permit NOW

First Nation Consultation Summary:

MEMPR FN consultation led and completed by Janice Edwards .

Conditions to be included in OLTC document:

- **Tangle Ridge Custom Crushing Ltd** will need to carry out a nesting survey in conjunction with clearing activities to confirm if any bird nesting exists within the specified clearing area.
- **Tangle Ridge Custom Crushing Ltd** to the extent practicable, limit their harvesting of timber to the amount only required to safely conduct operations.
- **Tangle Ridge Custom Crushing Ltd** will only carry out works that have been authorized and in accordance with the approved NOW (land tenure) # 8013966
- **Tangle Ridge Custom Crushing Ltd** will follow their reclamation plan as per their mines permit NOW
-

V OPTIONS:

Option 1: Do not approve the LTC.

Option 2: Approve LTC L49431

Expiry Date: **ending February 18, 2018 coincide** with MEMPR Permit expiry Date.

OLTC conditions

- **Tangle Ridge Custom Crushing Ltd** will need to carry out a nesting survey in conjunction with clearing activities to confirm if any bird nesting exists within the specified clearing area.
- **Tangle Ridge Custom Crushing Ltd** to the extent practicable, limit their harvesting of timber to the amount only required to safely conduct operations.
- **Tangle Ridge Custom Crushing Ltd** will follow their reclamation plan as per their mines permit NOW
-

VI RECOMMENDATION:

Option 2: Approve LTC L49431

Expiry Date: **ending February 18, 2018 coincide** with License of Occupation Permit expiry date.

OLTC conditions

- **Tangle Ridge Custom Crushing Ltd** will only carry out works that have been authorized and in accordance with the approved NOW land file 8013966
- **Tangle Ridge Custom Crushing Ltd** will need to carry out a nesting survey in conjunction with clearing activities to confirm if any bird nesting exists within the specified clearing area.
- **Tangle Ridge Custom Crushing Ltd** to the extent practicable will limit their harvesting of timber to the amount only required to safely conduct operations.
- **Tangle Ridge Custom Crushing Ltd** will follow their reclamation plan as per their mines permit NOW
-

V OTHER

 July 3/13
APPROVED / NOT APPROVED Date

Hunt, Elizabeth A FLNR:EX

From: Steynen, Marc FLNR:EX
Sent: Friday, May 31, 2013 4:28 PM
To: Hunt, Elizabeth A FLNR:EX
Subject: RE: FN Consultation Summary for the Silvio Salustro gravel pit?

Hi Elizabeth,

I recently finished a Silvio Salustro file 8014623. I don't have a file 8013966 in the recent past, current, or future. I did a quick search of my email and found this message which I have copied and pasted below. To date I have not received a request to consult on this file. All of my work comes from FCBC and their 5 NRS's. So...I think this one may have been dropped as it is unclear who is to consult on these loose ends. For example Janice may have responsibility to consult on forestry OLTC's that are not attached to other files. I have not yet consulted on anything that is not attached to Land file that has to do with either mines or forestry. Hmmm sorry more questions than answers I think.

Good afternoon Adam

FCBC recently processed a NOW and OLTC application for the above file. The land file was issued back in 2008 with an expire date of 2018; therefore FN consultation is completed for the lands portion.

Thanks

Wendi Knott, RPF
Authorizations Officer
Crown Land Administration Division
Ministry of Forests, Lands and Natural Resources
Northeast Region
(250) 784-1271

Marc Steynen
250-787-3420

From: Hunt, Elizabeth A FLNR:EX
Sent: Friday, May 31, 2013 8:06 AM
To: Steynen, Marc FLNR:EX
Subject: FN Consultation Summary for the Silvio Salustro gravel pit?

Good morning Marc!

Ken is away, and I am getting pestered by Ron for this permit; would you have the FN consultation summary for L49431 (Lands file 8013966) that you could send me so I can get a package in front of Rob? Thank you Marc!

Dahr, Ken D FLNR:EX

From: Steynen, Marc FLNR:EX
Sent: Tuesday, May 14, 2013 8:53 AM
To: Dahr, Ken D FLNR:EX
Subject: RE: first nation consultation

Yes it is complete.

Marc Steynen
250-787-3420

From: Dahr, Ken D FLNR:EX
Sent: Tuesday, May 14, 2013 8:40 AM
To: Steynen, Marc FLNR:EX
Cc: Hunt, Elizabeth A FLNR:EX
Subject: first nation consultation

Hello Marc.

I was given L49431 Silvio Salustro and was asked to find out if the consultation process was required and/or completed on this file.

If could help that would be great.

Thanks.

Ken Dahr, RFT
Resource Management Specialist
North East Region

9000-17th Street
Dawson Creek, BC V1G 4A4
Phone 250-784-1281
Fax 250-784-0143
ken.dahr@gov.bc.ca

Barkhouse, Ralph FLNR:EX

From: Barkhouse, Ralph FLNR:EX
Sent: Friday, March 15, 2013 11:56 AM
To: Warrington, Steve R FLNR:EX
Cc: Edwards, Janice A FLNR:EX
Subject: 8013966 OLTC is also consulted on at the same time

Hi Steve,

Wendi had/has asked Janice to consult on the OLTC for this file 8013966. I stumbled across this email in the digital file. Could you find out if the OLTC was included in the NOW application consultation ?

Thanks

RB

From: Knott, Wendi M FLNR:EX
Sent: Thursday, January 24, 2013 2:23 PM
To: Caputa, Adam O FLNR:EX
Cc: Warrington, Steve R FLNR:EX; Steynen, Marc FLNR:EX
Subject: Land File 8013966

Importance: High

Good afternoon Adam

FCBC recently processed a NOW and OLTC application for the above file. The land file was issued back in 2008 with an expire date of 2018; therefore FN consultation is completed for the lands portion.

However, when FCBC initiates FN consultation for the NOW application, can you please ensure that the OLTC is also consulted on at the same time.

Thanks

Wendi Knott, RPF
Authorizations Officer
Crown Land Administration Division
Ministry of Forests, Lands and Natural Resources
Northeast Region



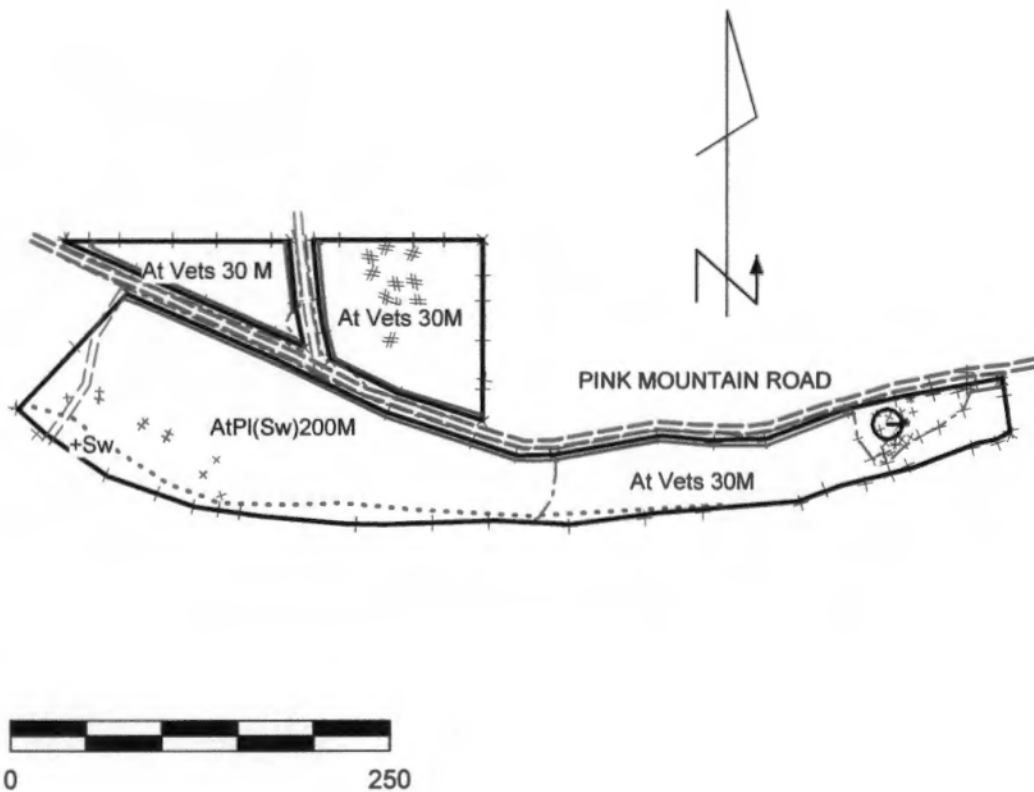
APPLICATION FOR A LICENCE TO CUT

Pursuant to Section 47 of the Forest Act

Press hard for clear copies

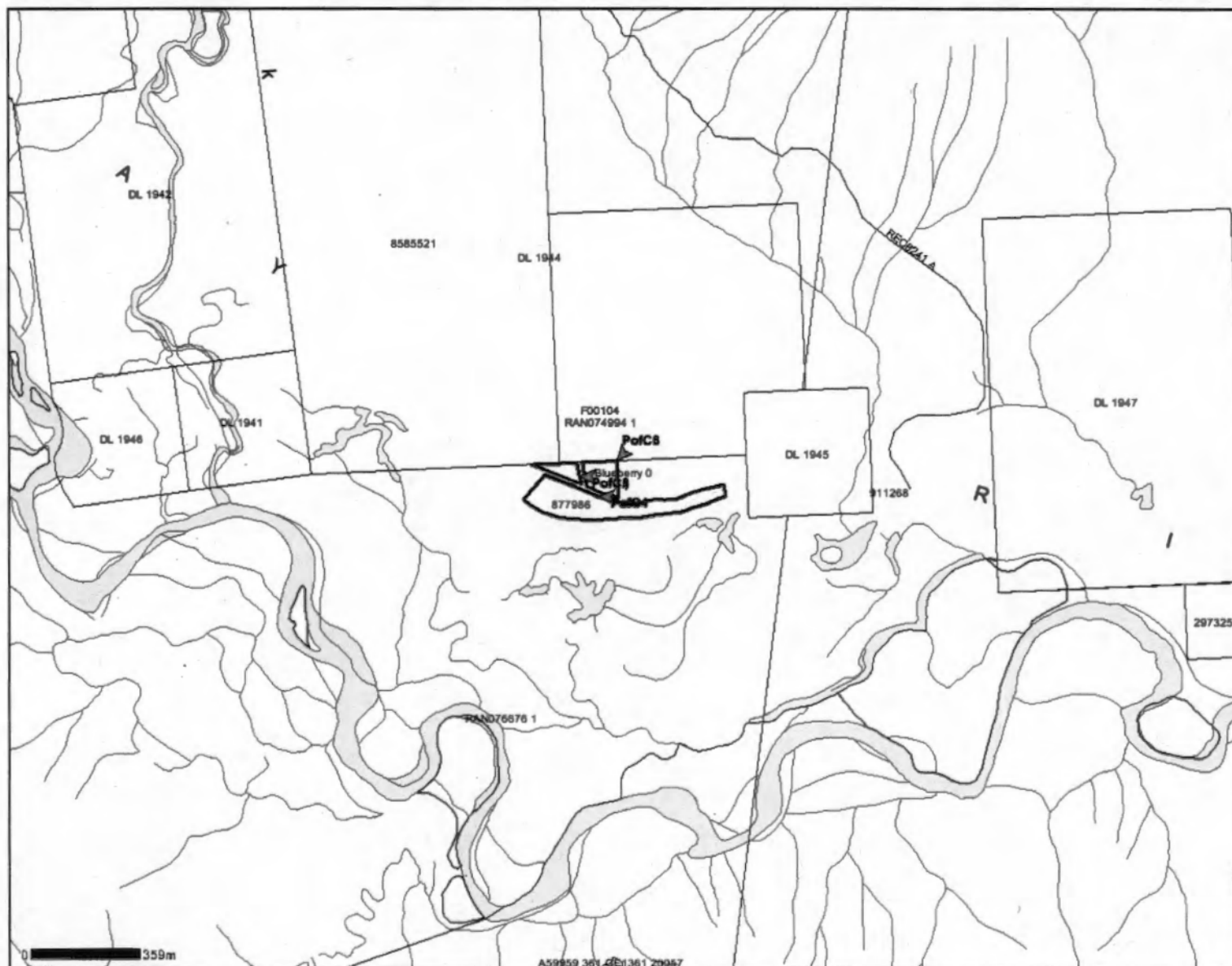
FOR MINISTRY USE ONLY									
U.T.M. Grid	ZONE	EAST	NORTH	REG.	COMPT.	L	Reference Map	RECEIVED	
MANAGEMENT UNIT		TIMBER SUPPLY AREA		PULPWOOD AGREEMENT		NOV 29 2012 CASCADES			
TYPE	NUMBER		BLOCK		EAST		FrontCounterBC		
NUMBER	BLOCK		SUB-BLOCK		WEST		Fort St. John, BC		
BLOCK	SUB-BLOCK		SUB-BLOCK		WEST		Fort St. John, BC		
FOREST REGION				FOREST DISTRICT					
APPLICATION FOR A LICENCE TO CUT									
TO THE REGIONAL/DISTRICT MANAGER, <u>Peace Forest District</u> , BRITISH COLUMBIA								DATE OF APPLICATION YYYY MM DD 2012-11-24	
I / WE HEREBY APPLY FOR A LICENCE TO CUT FROM THE FOLLOWING AREA: 5.7 ha of Crown Land in the vicinity of Lot 1944 on the Pink Mountain Road.									
								Peace River District LAND DISTRICT,	
OCCUPIED UNDER THE FOLLOWING TENURE: (CHECK ONE)									
<input type="checkbox"/> Agricultural lease <input type="checkbox"/> Grazing lease <input type="checkbox"/> Agreement to purchase <input type="checkbox"/> Lake salvage									
<input type="checkbox"/> Industrial lease <input type="checkbox"/> Access road R.-of-W. <input type="checkbox"/> Mineral claim <input checked="" type="checkbox"/> Other (specify)									
<input type="checkbox"/> Residential lease <input type="checkbox"/> Easement <input type="checkbox"/> Placer lease <u>Licence of Occupation</u>									
FILE NO. <u>8013966</u>		and/or LEASE NO.		COPY OF TENURE SHOULD BE ATTACHED.					
ESTIMATED VOLUME OF TIMBER <u>772.0</u> cubic metres		HAS AREA BEEN SURVEYED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF AREA UNSURVEYED, ATTACH SKETCH.					
APPLICANT'S NAME <u>Tangle Ridge Custom Crushing Ltd</u>				APPLICANT'S NAME <u>Silvio Salustro</u>					
ADDRESS <u>Box 898, 5651 Alaska Highway Fort Nelson BC</u>				ADDRESS <u>s.22</u>					
PHONE NO. <u>(250) 774-7903</u>		FAX NO. <u>774-7903</u>		POSTAL CODE <u>V0C1R0</u>		PHONE NO. <u>s.22</u>		FAX NO.	
APPLICANT'S SIGNATURE <u>[Signature]</u>		DATE SIGNED <u>2012-11-24</u>		APPLICANT'S SIGNATURE <u>[Signature]</u>		DATE SIGNED <u>2013-01-30</u>			
PERSONAL IDENTIFICATION									
S.I.N.		DATE OF BIRTH <u>YYYY MM DD</u>		B.C. DRIVER'S LICENCE		S.I.N.		DATE OF BIRTH <u>YYYY MM DD</u>	
S.I.N.		DATE OF BIRTH <u>YYYY MM DD</u>		B.C. DRIVER'S LICENCE		S.I.N.		DATE OF BIRTH <u>YYYY MM DD</u>	
IF APPLICANT IS A REGISTERED CORPORATION, INDICATE CORPORATION REGISTRATION NO. _____									
FOR MINISTRY USE ONLY									
LICENCE TO CUT NO.		IS CRUISE REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No		VOLUME CRUISED _____ cubic metres					
LOCATION				LAND MANAGER AT					
COMMENTS _____				CLIENT NO.		DATE SIGNED <u>YYYY MM DD</u>			
COMMENTS _____				SIGNATURE		DATE SIGNED <u>YYYY MM DD</u>			























**TANGLE RIDGE CUSTOM CRUSHING LTD
PINK MOUNTAIN AGGREGATE PIT
LICENCE TO CUT APPLICATION MAP**



Legend		Timber Type Volume (m3)			
		Timber Type	Area (ha)	At	PI Sw
	Pit Boundary	AtPI(Sw)200M	2.8	336	224 140
	Treed Buffer	At VETS 30M	2.4	72	
	Trail	Cleared	0.2		
	Gravel Road	Treed Buffer	0.3		
	Timber Type Line	Total	5.7	408	224 140
	Subtype Line	Prepared by: North Forest Resources Mangement Ltd. Date: September 30 2012 Updated: November 24, 2012			
#	Bedrock				

MAP OF : L49431 (shown in bold black)			
FOREST REGION : RNI FOREST DISTRICT : DPC	TSA : 40 LAND DISTRICT : PEACE RIVER DISTRICT	PULPWOOD AGREEMENT : PAG12 0	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 40
ESF SUBMISSION ID : 1163656 BCGS MAPSHEET NO : 94G.006	SCALE : 1:20000 at A Size Area (Ha): 5.82	UTM : 10 NAD : NAD 83	DRAWN BY : FTA DATE : Dec 4, 2012


Legend

-  Tenure Application
-  Tenure Road Application
-  Retired Tenure Road
-  P of C
-  P of T
-  Tenure Feature
-  Range
-  TFL
-  Provincial Forest
-  Forest Service Road
-  Highway
-  Municipal Road
-  Non Status Road
-  Recreation Trails
-  Road Permit
-  SUP Road
-  Right of Way
-  Schedule B CP Road
-  Mineral Tenure Points
-  Cities
-  Waterbodies
-  River/Stream
-  Coastline / Island

(5.82 Ha)
PofC1 UTM10 506278, 6319562
PofC2 UTM10 506219, 6319629
PofC3 UTM10 506342, 6319675
1 (5.82 Ha)
PofC4 UTM10 506278, 6319562
PofC5 UTM10 506219, 6319629
PofC6 UTM10 506342, 6319675

Interior Stumpage Rate Request Form



REFER TO ATTACHED PROCEDURES DOCUMENT WHEN COMPLETING THIS FORM.

Licensee		Licence/CP	
Forest District	Peace	Timber Mark	
Forest Zone	North East	Point of Appraisal	Fort St John
Timber Supply Area	FSJ	Area (ha)	5.7
Timber Supply Block	40C	Effective Date (Ministry Staff)	
Competitive Licence?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Expiry Date (Ministry Staff)	

IAM Sec.	Rate Calculation Method (Check 1 Box Only) Complete Silviculture and/or Bonus Section if Applicable	
Non-adjusting - redetermined annually		
6.1.1	Community Forest Agreement – August 1	<input type="checkbox"/>
6.1.2	Woodlot Licences (CP, BSP or RP)– August 1	<input type="checkbox"/>
6.1.3	Deciduous Leading Rate – June 1	<input type="checkbox"/>
6.3	Road Timber Mark – June 1 (Including Woodlot Road Timber Marks with an eligible ERA)	<input type="checkbox"/>
6.3	Blanket Salvage Cutting Permit – June 1	<input type="checkbox"/>
Fixed for term and all extensions		
5.1.1 (4)	BCTS Decked or Partially Harvested Timber > 3 yrs <input type="checkbox"/> < 3ys <input type="checkbox"/>	<input type="checkbox"/>
6.2 (1)	Average Sawlog Stumpage Rate - Table 6-1	<input checked="" type="checkbox"/>
6.2 (2)	Intermediate salvage If VCU, attach approved form	<input type="checkbox"/>
6.2.1	FLTC for Specific Purposes (No Volume Limit)	
(1) (a)	FLTC awarded to highest bidder. Community wildfire protection, or removing damaged timber from plantations or natural stands (attach approved VCU form)	<input type="checkbox"/>
	Utilizing post harvest material in landings or at roadside after waste assessment done (attach approved VCU form)	<input type="checkbox"/>
(1) (c)	Direct award FLTC for community wildfire protection, or, for FLTC issued to lowest bidder on a contract for community wildfire protection (i) Table 6-1 rates (ii) Damaged Timber - Table 6-4 rates	<input type="checkbox"/> <input type="checkbox"/>
(1) (d)	Direct award FLTC issued to the lowest bidder on a contract for removing damaged timber from natural stands or plantations	<input type="checkbox"/>
(1) (e)	Timber will be chipped or hogged on site.	<input type="checkbox"/>
6.4	Salvage Timber Stumpage Rate – No AAC	
6.5	Damaged Timber - Table 6-4 (> 1/3 of volume damaged by blow down, fire, disease, snow press, or pest) Clearcut < 5ha: <input type="checkbox"/> or Stocked stand post-harvest? <input type="checkbox"/> Post Harvest Material – Table 6-5 (wood culverts and bridges, or post logging residue) Decked > 3 yrs <input type="checkbox"/> < 3ys <input type="checkbox"/> If VCU, attach approved form	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6.6	Partially Harvested Timber > 3 yrs <input type="checkbox"/> < 3ys <input type="checkbox"/> If VCU, attach approved form Miscellaneous Stumpage Rates – Table 6-6	<input type="checkbox"/> <input checked="" type="checkbox"/>
6.7	Product: deciduous Linear Tenures: Type: aggregate mine	<input type="checkbox"/>

Species Volume Estimates		
Species	Volume	
Balsam (BA)	2	m ³
Cedar (CE)	2	m ³
Fir (FI)	2	m ³
Hemlock (HE)	2	m ³
Larch (LA)	2	m ³
Lodgepole Pine (LO)	224	m ³
Spruce (SP)	140	m ³
White Pine - SIFR Only (WH)	0	m ³
Yellow Pine <input type="checkbox"/> SIFR Only (YE)	0	m ³
Net Conifer Vol.	364	m ³
Aspen (AS)	408	m ³
Birch (BI)	2	m ³
Cottonwood (CO)	2	m ³
Other		m ³
Net Deciduous Vol.	408	m ³

Silviculture (refer to attached procedures)	
Silviculture Responsibility: Crown: <input type="checkbox"/> Licensee: <input type="checkbox"/> n/a: <input checked="" type="checkbox"/>	
Apply Silviculture Levy: Grades 1 & 2: <input type="checkbox"/> Grade 4: <input type="checkbox"/> Grade 6: <input type="checkbox"/> Deciduous: <input type="checkbox"/>	
Silviculture Levy: \$ per m ³	

Bonus Section (attach signed Tender form)	
Bonus Offer : <input type="checkbox"/> Bonus Bid: <input type="checkbox"/>	
Amount: \$	
Apply bonus bid: Grades 1 & 2: <input type="checkbox"/> Grade 4: <input type="checkbox"/> Grade 6: <input type="checkbox"/> Deciduous: <input type="checkbox"/>	

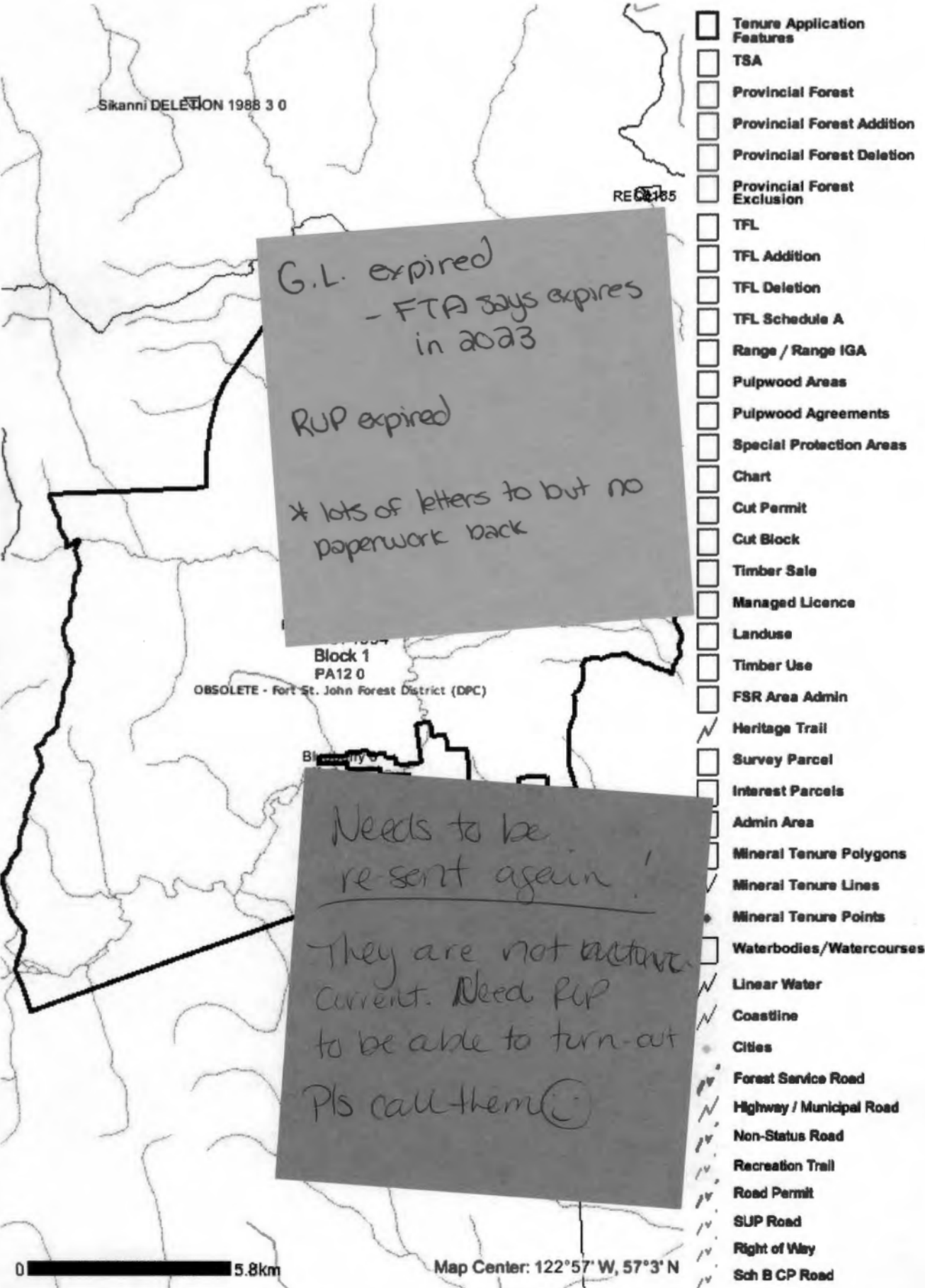
Comments

Authority		
License Representative Ron Sedor 1238	District Review Officer 	Regional Revenue Section Employee
Signature and Seal (if applicable) 	Signature	Signature
Date November 24, 2012	Date Dec. 4, 2012	Date

RAN074994 Blueberry

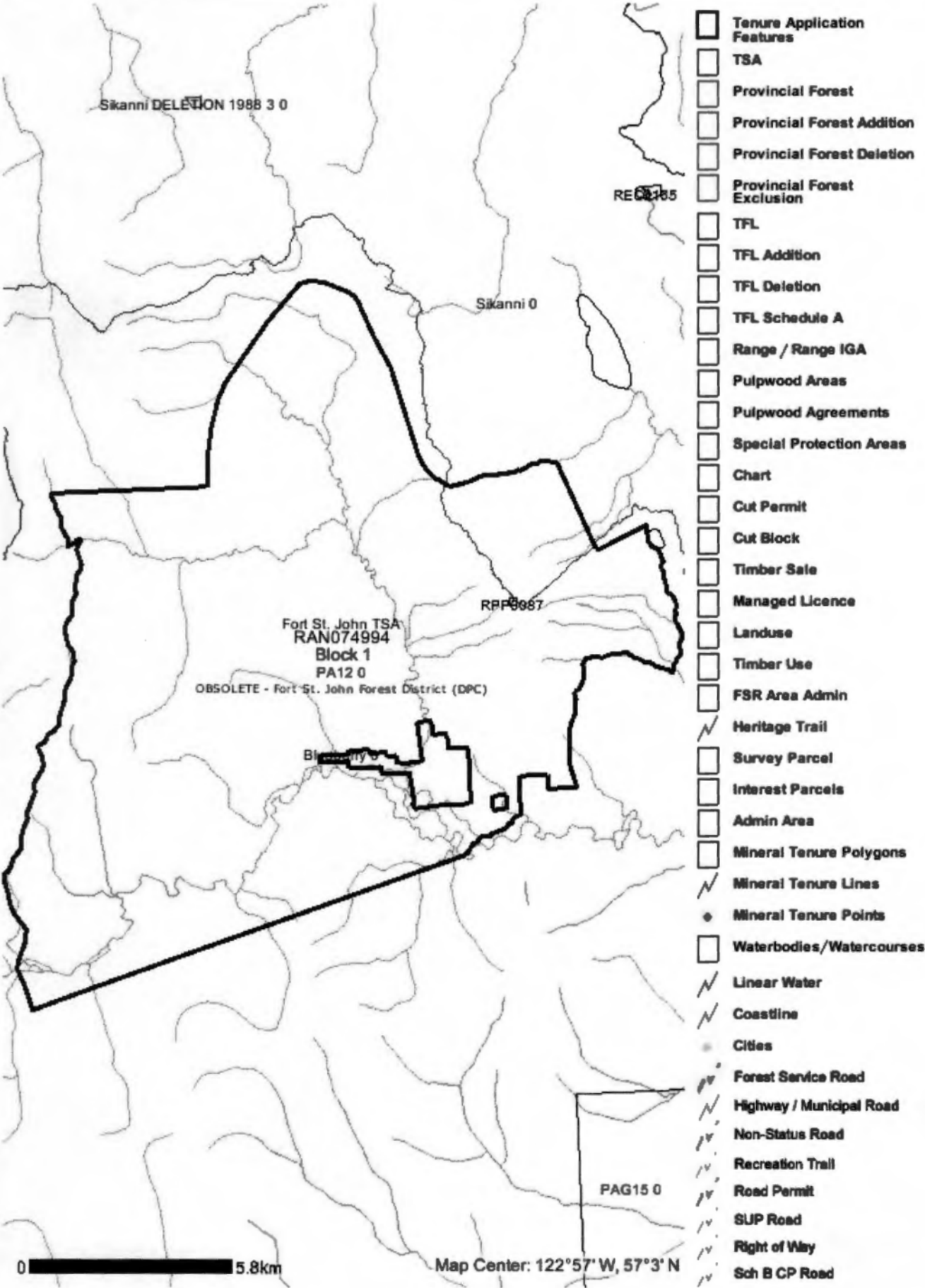
FTA304 - Exhibit A - Tenure Map

FILE:	RAN074994	Submitted By:	BLUEBERRY FIRST NATIONS HOLDINGS
FILE Type:	E01 - Grazing Licence	Submission Date:	2005-08-04
Submission Area:	21,005.8203	Submitted To:	DPC - Peace Natural Resource District
Scale:	1:152553	Revised By:	
DATUM:	NAD 83	Revision Date:	
UTM Zone:	NOT AVAILABLE	Cascades:	
Description:	Grazing Range License, RAN074994; Two Bit Creek		
BCGS Reference Maps:	094B096		



FTA304 - Exhibit A - Tenure Map

FILE:	RAN074994	Submitted By:	BLUEBERRY FIRST NATIONS HOLDINGS
FILE Type:	E01 - Grazing Licence	Submission Date:	2005-08-04
Submission Area:	21,005.8203	Submitted To:	DPC - Peace Natural Resource District
Scale:	1:152553	Revised By:	
DATUM:	NAD 83	Revision Date:	
UTM Zone:	NOT AVAILABLE	Cascades:	
Description:	Grazing Range License, RAN074994; Two Bit Creek		
BCGS Reference Maps:	094B096		





Ministry of
Forests, Lands and
Natural Resource Operations

Distribution: DPC

Document name: G:\Project\OPS_DIV\15_Range\15700_Tenures\Licenses Clients\Blueberry_First_Nations Holdings
Ltd._RAN074994\Blueberry First Nations\Blueberry_First_Nations_Holdings_Ltd_Cover Letter for RUP and Grazing Licence Dec 17
2014.docx LMUIR

Contact: Keith Carroll Range Agrologist

Date typed: 2014/12/17 Date last saved: 2014-12-17 9:33 am

File: 15700-20/Blueberry First Nations Holdings Ltd./RAN074994

December 17, 2014

Blueberry First Nations Holdings Ltd.
Attention: Cici Sterritt
P.O. Box 3009
Buick Creek, British Columbia
V0C 2R0

Dear Blueberry First Nations Holdings Ltd.:

Please find enclosed your Range Use Plan and your Replaceable Grazing Licence for RAN074994 that needs to be completed before the end of this year. I have also enclosed a cheat sheet of possible issues and resource features identified that you may want to use to complete your Range Use Plan. If needed, please make the necessary corrections on the map that is attached to your Range Use Plan.

Once completed please sign and mail back to us at 9000 – 17th Street Dawson Creek, British Columbia V1G 4A4 before December 31, 2014. Here we will have the District Manager sign and we will then send you a copy to you for your records.

Please call Keith Carroll, Range Agrologist at 250-784-1200 if you require any further information.

Yours truly,

Lisa Muir
Resource and Contract Administrator
Peace Natural Resource District

Enclosure(s): Range Use Plan RAN074994
Replaceable Grazing Licence RAN074994
Range Use Plan cheat sheet
Grazing Association Procedures



Ministry of
Forests,
Lands, and
Natural
Resource
Operations

Peace Forest District
9000 -17 Street
Dawson Creek BC V1G 4A4
Telephone: 250-784 -1225
Toll free 1-800-663-7867
Facsimile: 250-784 -0143



FILE NOTE

FROM KEITH CARROLL, P. AG., RANGE AGROLOGIST

File No. 15700-20 / Blueberry First Nations Holdings Ltd.

Date: Dec. 16 2014

**To: Blueberry First Nations Holdings Ltd., PO Box 3009 Buick Creek BC
V0C 2R0 attention: Cici Sterritt**

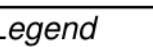
Subject: grazing licence and range use plan

Attached please find a replacement grazing licence to sign and a range use plan to complete and sign. The attached range use plan "cheat sheet" may be helpful in completing the range use plan.

Please call me if I can be of assistance in completing this.

Sincerely,

Keith Carroll



- Scale: 1: 50,000

Copyright/Disclaimer

CAUTION: Maps obtained using this site are not designed to assist in navigation. These maps may be generalized and may not reflect current conditions. Uncharted hazards may exist. **DO NOT USE THESE MAPS FOR NAVIGATIONAL PURPOSES.**

Datum/Projection: NAD83, Albers Equal Area Conic
Created using Mapview 6.0.0 on: 10/12/14

Key Map of British Columbia



For Ministry Use Only:

FILE #: **15700-20/Blueberry First Nations Holdings Ltd.** AGREEMENT #: **RAN074994**
STOCK RANGE: **Fort St. John** RANGE UNIT AND #: **Bison #4072**

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA
c/o: THE DISTRICT MANAGER**

of: **Peace Forest District, 9000 17 St. Dawson Creek BC V1G 4L1**

("the Province")

AND: **Blueberry River First Nations Holdings Ltd. PO Box 3009 Buick Creek BC V0C 2R0**

("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")

This Agreement will be replaced at the end of 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 221 animal unit months ("AUMs") on the Agreement Area.

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.

District Manager'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

Agreement Holder's Signature*

Signature of Witness

Name of Witness

* or Authorized Signatory if the Agreement Holder is a corporation

Exhibit B
RANGE AGREEMENT RAN074994
Special Conditions

1. STOCKING

The Agreement Holder is reminded of the provisions of Section 46 of the *Range Act*. The Agreement Holder must ensure that at least 90% of the animal unit months specified in this agreement are used in each calendar year or have in writing a non-use agreement signed by both the district manager and the Agreement Holder. Failure to comply with this requirement may result in a reduction for unused animal unit months pursuant to Section 47 of the *Range Act*.

2. During each year of the agreement, the holder must have overwintered at least 80% of authorized livestock on the appurtenant ranch properties during the preceding winter unless exempted in writing by the District Manager.
3. Livestock shall not be allowed to trespass onto Crown land outside of the Exhibit 'A' boundary.
4. Up to 50% of livestock grazing Crown land may be leased. All livestock leases must be approved by the District Manager.

EXHIBIT C
ASSOCIATED LANDS
RANGE AGREEMENT RAN_____

[illegible]



Ministry of
Forests,
Lands, and
Natural
Resource
Operations

Peace Forest District
9000 -17 Street
Dawson Creek BC V1G 4A4
Telephone: 250-784 -1225
Toll free 1-800-663-7867
Facsimile: 250-784 -0143



FILE NOTE

FROM KEITH CARROLL, P. AG., RANGE AGROLOGIST

File No. 15700-20 / Blueberry First Nations Holdings Ltd.

Date: Dec. 16 2014

**To: Blueberry First Nations Holdings Ltd., PO Box 3009 Buick Creek BC
V0C 2R0 attention: Cici Sterritt**

Subject: grazing licence and range use plan

Attached please find a replacement grazing licence to sign and a range use plan to complete and sign. The attached range use plan "cheat sheet" may be helpful in completing the range use plan.

Please call me if I can be of assistance in completing this.

Sincerely,

Keith Carroll



**EXHIBIT C
ASSOCIATED LANDS
RANGE AGREEMENT RAN074994**

[illegible]

RANGE USE PLAN

The Minister, pursuant to Section 37 of the *Forest and Range Practices Act*, has determined that this range use 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: Blueberry First Nations Holdings Ltd.	RANGE AGREEMENT: RAN074994
ADDRESS: Lot 20 Blueberry Indian Reserve #205 P.O. Box 3009 V0C2R0	FILE #: 15700-20/Blueberry First Nations Holdings Ltd.
PHONE: 250-630-2541 250-630-2584	STOCK RANGE: Pink Mountain
FAX: 250-630-2588	RANGE UNIT: Bison
E-MAIL:	BRAND(S) AND LOCATION:

Submitted by _____ on _____
Signature of Range Agreement Holder mm dd yy

Signature of Range Agreement Holder mm dd yy

Signature of Range Agreement Holder mm dd yy

Signature of Range Agreement Holder mm dd yy

Signature of Range Agreement Holder mm dd yy

Signature of Range Agreement Holder mm dd yy

This plan takes effect: 01 01 16
mm dd yy

This plan expires: 12 31 21
mm dd yy

Approved: _____ on _____
mm dd yy

2. Grazing Schedule

Pasture Name	No. & Class of Livestock	Dates of Use	Forage Demand (AUMs)	Monitoring Site & Plant Community	Range Readiness Criteria	Ave. Stubble Ht.	Browse Use (by livestock)	Est. Carrying Capacity (AUMs)	Private Land Deduction (PLD)
Crown Grazing				MA-01, 02, 03, 06	4 leaves per tiller on 70% of hairy wildrye tillers	11 cm on hairy wildrye	Max 10-15% on twigs		
				MA – 04, 07	4 leaves per tiller on 70% of Altai fescue tillers	11 cm on Altai Fescue			
				MA-05	4 leaves per tiller on 70% of slender wheatgrass tillers	10 cm on Slender Wheatgrass			

Total estimated carrying capacity with good distribution: __ AUMs minus PLD __ = __ net crown. (Total crown authorized in grazing license dated _____ is __.)

3. Actions to Deal with Resource Features and/or Issues Identified by the Minister

Resource Feature/Issues	Actions
Maintain or achieve desired plant communities	
Prevent introduction and/or spread of invasive plants	
Maintain proper functioning condition in riparian areas	
Protect known mineral licks	

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued.

3. Actions to Deal with Resource Features and/or Issues Identified by the Minister (continued)

Resource Feature/Issue	Actions
Protect regenerating timber not free to grow	
Protect Wildlife Habitat Areas (Black-Throated Green Warble)	
Protect Wildlife Habitat Areas (Fisher)	
Protect Sharp-Tail Grouse Leks	

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued.

3. Actions to Deal with Resource Features and/or Issues Identified by the Minister (continued)

Resource Feature/Issue	Actions
Protect Wildlife Habitat Areas (Northern Caribou)	

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued.

RANGE USE PLAN

The Minister, pursuant to Section 37 of the *Forest and Range Practices Act*, has determined that this range use 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: Blueberry First Nations Holdings Ltd.	RANGE AGREEMENT: RAN074994
ADDRESS: Box 3009 Buick Creek, BC V0C 2R0	FILE #: 15700-20/ Blueberry
PHONE: (250)630-2584	STOCK RANGE: Pink Mountain
FAX:	RANGE UNIT: Bison
E-MAIL:	BRAND(S) AND LOCATION:

Submitted by _____ on _____
Signature of Range Agreement Holder mm dd yy

This plan takes effect: 06 01 13
mm dd yy

This plan expires: 12 31 22
mm dd yy

Approved: _____ on _____
mm dd yy

2. Grazing Schedule (part 1)

Pasture Name	No. & Class of Livestock	Dates of Use	Monitoring Site & Plant Community	Range Readiness Criteria	Ave. Stubble Ht. at End of Period	Browse Use (by livestock)	Est. Carrying Capacity	Private Land Deduction (PLD)
			MS1: Rose/hairy wildrye	70% of hairy wildrye at 4.0 leaves per tiller	Hairy wildrye: 12 cm	Max. 25% of current year's growth	355 AUM's on crown range	To be determined
			MS2: Rose/hairy wildrye	70% of hairy wildrye at 4.0 leaves per tiller	Hairy wildrye: 12 cm			(est. 50%, but will be determined at later time)
			MS3: Willow/scrub birch/hairy wildrye	70% of hairy wildrye at 4.0 leaves per tiller	Hairy wildrye: 12 cm		*carrying capacity of private land to be determined	
			MS4: Mixed woodland/spruce regen/ soopolallie / willow	70% of wheat grass at 4.0 leaves per tiller	Wheat grass: 15 cm			
			MS5: willow /slender wheat grass	70% of hairy wildrye at 4.0 leaves per tiller	Hairy wildrye: 12 cm			
			S6: Aspen / American milk vetch	70% of hairy wildrye at 4.0 new leaves per tiller	Hairy wildrye: 12 cm			
			MS7: Willow – Bog birch /Altai fescue	70% of Altai fescue plants at 4.5 new leaves per tiller	Altai fescue: 17 cm			
			MS8: tame pasture	70% of blue grass plants at 2.5 leaves per tiller	Blue grass: 8 cm			

Total est. carrying capacity with good distribution: TBD AUMs minus PLD of TBD = 355 net crown. (Total crown authorized in grazing license dated Jan. 1, 2003 is 221AUMs.)

3. Actions to Deal with Resource Features and/or Issues Identified by the Minister

Resource Feature/Issues	Actions
Maintain desired plant communities	
Prevent introduction and spread of invasive plants	
Improve livestock distribution	
Maintain proper functioning condition in riparian areas	

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued.



Ministry of
Forests, Lands and
Natural Resource Operations

File: 15700-20/Blueberry First Nations Holdings Ltd./RAN074994

December 17, 2014

Blueberry First Nations Holdings Ltd.
Attention: Cici Sterritt
P.O. Box 3009
Buick Creek, British Columbia
V0C 2R0

Dear Blueberry First Nations Holdings Ltd.:

Please find enclosed your Range Use Plan and your Replaceable Grazing Licence for RAN074994 that needs to be completed before the end of this year. I have also enclosed a cheat sheet of possible issues and resource features identified that you may want to use to complete your Range Use Plan. If needed, please make the necessary corrections on the map that is attached to your Range Use Plan.

Once completed please sign and mail back to us at 9000 – 17th Street Dawson Creek, British Columbia V1G 4A4 before December 31, 2014. Here we will have the District Manager sign and we will then send you a copy to you for your records.

Please call Keith Carroll, Range Agrologist at 250-784-1200 if you require any further information.

Yours truly,

Lisa Muir
Resource and Contract Administrator
Peace Natural Resource District

Enclosure(s): Range Use Plan RAN074994
Replaceable Grazing Licence RAN074994
Range Use Plan cheat sheet
Grazing Association Procedures

From: Georgina Yahey
To: [Morhart, Tyler FLNR:EX](#); [Peesker, Stephanie FLNR:EX](#); [Cameron, Marika FLNR:EX](#)
Cc: [Norma Pyle](#); [Cici Sterritt](#); [Chief Marvin Yahey](#); [Wayne Yahey](#)
Subject: RE: Grazing Licence
Date: Monday, January 11, 2016 4:12:07 PM
Attachments: [image001.jpg](#)
[image002.jpg](#)

Good afternoon

So sorry for the late reply. Can we go over this with Norma Pyle whom is the New BRFN Lands & Resources Manager.

She will probley need more than some updating on all FLNRO files that are way past over due ☺

Thank-You

Georgina

From: Cici Sterritt
Sent: January-04-16 3:20 PM
To: Lands Reception
Subject: FW: Grazing Licence
Importance: High

From: Chief Marvin Yahey
Sent: Monday, January 04, 2016 2:33 PM
To: Cici Sterritt
Subject: Fw: Grazing Licence
Importance: High

Sent on the TELUS Mobility network with BlackBerry

From: "Muir, Lisa FLNR:EX" <Lisa.Muir@gov.bc.ca>
Date: Wed, 23 Dec 2015 15:16:16 +0000
To: 'chiefyahey@blueberryfn.ca' <chiefyahey@blueberryfn.ca>
Cc: Morhart, Tyler FLNR:EX<Tyler.Morhart@gov.bc.ca>; Peesker, Stephanie FLNR:EX<Stephanie.Peesker@gov.bc.ca>; Cameron, Marika FLNR:EX<Marika.Cameron@gov.bc.ca>
Subject: Grazing Licence

Good morning,

As per our conversation last week, I had sent you a letter on November 13th asking for return of a signed copy of your replacement licence and a completed copy of your Range Use Plan. These were due back by December 16, 2015. Please check with your admin staff to see if they have it there as we also sent you a copy of your previous Range Use Plan to assist you in filling out a new one, along with a help sheet. We do require these back ASAP.

Also, our new Agrologists are Stephanie Peesker and Marika Cameron. For help with your Range Use Plan or any other inquiries they will be more than happy to assist you. I have copied them on this email so you have their contact information.

Please contact me if you have any questions regarding this email or your Grazing Licence.

Thank you,

Lisa Muir

Resource and Contract Administrator

British Columbia Ministry of Forests Lands and Natural Resource Operations

Phone: (250)784-1243

Fax: (250)784-0143

Email: lisa.muir@gov.bc.ca

flnro_500x122.jpg



ONLY PRINT THIS EMAIL IF NECESSARY

From: Briggs, Sheena FLNR:EX
To: Donnelly, Nick FLNR:EX; Cameron, Marika FLNR:EX
Subject: RE: Range Licence Overlap - Files 8015888 & 8015898
Date: Tuesday, April 11, 2017 11:56:51 AM

Hi Nick, I can take a look at these. Thanks for sending them.

From: Donnelly, Nick FLNR:EX
Sent: Tuesday, April 11, 2017 11:49 AM
To: Briggs, Sheena FLNR:EX; Cameron, Marika FLNR:EX
Subject: Range Licence Overlap - Files 8015888 & 8015898

Hello,

I have a couple more quarry applications that have an overlap with a range licence. It was referred to the district office but not the range department. Could someone please take a look at it and get back to me with any comments or concerns?

File 8015888 – Overlaps with grazing licence RAN071614

File 8015898 – Overlaps with grazing licence: RAN076676

If you need anything else, please let me know.

Thanks,

Nick Donnelly

Authorizations Specialist

Ministry of Forests, Lands and Natural Resource Operations

100-10003 110th Avenue

Fort Saint John, BC V1J 6M7

Tel: (250) 787-3435

From: Sonja E.R. Leverkus
To: [Peesker, Stephanie FLNR:EX](#); [Cameron, Marika FLNR:EX](#)
Cc: [Briggs, Sheena FLNR:EX](#); ["Ronda Peck"](#); ["Chief Marvin Yahey"](#)
Subject: RE: Request: Pink Mountain Guiding and Outfitting/Blueberry River First Nation
Date: Tuesday, February 7, 2017 11:42:34 AM
Attachments: [image002.jpg](#)
[image003.jpg](#)
[image004.jpg](#)

Wonderful! Thank you Stephanie!!!

Ideally, we would be able to request a new registration number for the burn plan from 2008/2009, however, we may need to revise and update the plan to the newer templates. It has been many years since we wrote the prescription.

Unfortunately we don't have access to the old paperwork at this time so it would be great if we could get scanned copies of the relevant documents including the new range use plan template if that is required?

Thank you for your speedy reply!

Sincerely,

Sonja

Sonja E.R. Leverkus PhD RPBio PAg FIT EP
Ecosystem Scientist and AFE Certified Wildland Fire Practitioner
Shifting Mosaics Consulting
Fort Nelson BC Canada
(250) 321.7069



"The wildlife and its habitat cannot speak, so we must and we will" – Theodore Roosevelt

From: [Peesker, Stephanie FLNR:EX \[mailto:Stephanie.Peesker@gov.bc.ca\]](mailto:Stephanie.Peesker@gov.bc.ca)

Sent: February-07-17 11:36 AM

To: 'ShiftingMosaicsConsulting@gmail.com' ; Cameron, Marika FLNR:EX

Cc: Briggs, Sheena FLNR:EX ; 'Ronda Peck' ; 'Chief Marvin Yahey'

Subject: RE: Request: Pink Mountain Guiding and Outfitting/Blueberry River First Nation

Hello Sonja,

I would be the person to work with. It will take me a little bit, but I will try to get the documentation request to you as quick as I can.

Are you aware if they currently have a burn plan or will be applying for a new one this year?

Stephanie Peesker

Range Agrologist

Dawson Creek

Phone: (250)784-1281

Fax: (250)784-0143

Email: stephanie.peesker@gov.bc.ca

Stephanie Signature



From: Sonja E.R. Leverkus [\[mailto:shiftingmosaicsconsulting@gmail.com\]](mailto:shiftingmosaicsconsulting@gmail.com)

Sent: Tuesday, February 7, 2017 11:32 AM

To: Peesker, Stephanie FLNR:EX; Cameron, Marika FLNR:EX

Cc: Briggs, Sheena FLNR:EX; 'Ronda Peck'; 'Chief Marvin Yahey'

Subject: Request: Pink Mountain Guiding and Outfitting/Blueberry River First Nation

Importance: High

Good morning Peace Range team,

I hope this email finds you all doing well on this winter day!

I have been asked by Chief Marvin and BRFN to get a status update on all the tenures, permits, and licences associated with Pink Mountain Guiding and Outfitting in preparation for the 2018 hunting season.

Who would be the best person to work with from your group regarding their range tenure, firewood cutting permit, and Rx fire burn plans to ensure they are current and updated and to complete any processes that may be required? I would also like to request a copy of all of the relevant documents which we can file and house at BRFN.

A letter of authorization for your files from BRFN allowing me to act on their behalf will be forthcoming very shortly.

Thank you very much for your time.

Sincerely,

Sonja

Sonja E.R. Leverkus PhD RPBio PAg FIT EP

Ecosystem Scientist and AFE Certified Wildland Fire Practitioner

Shifting Mosaics Consulting

Fort Nelson BC Canada

(250) 321.7069



"The wildlife and its habitat cannot speak, so we must and we will" – Theodore Roosevelt

LANDS FILE NO.: 8015898

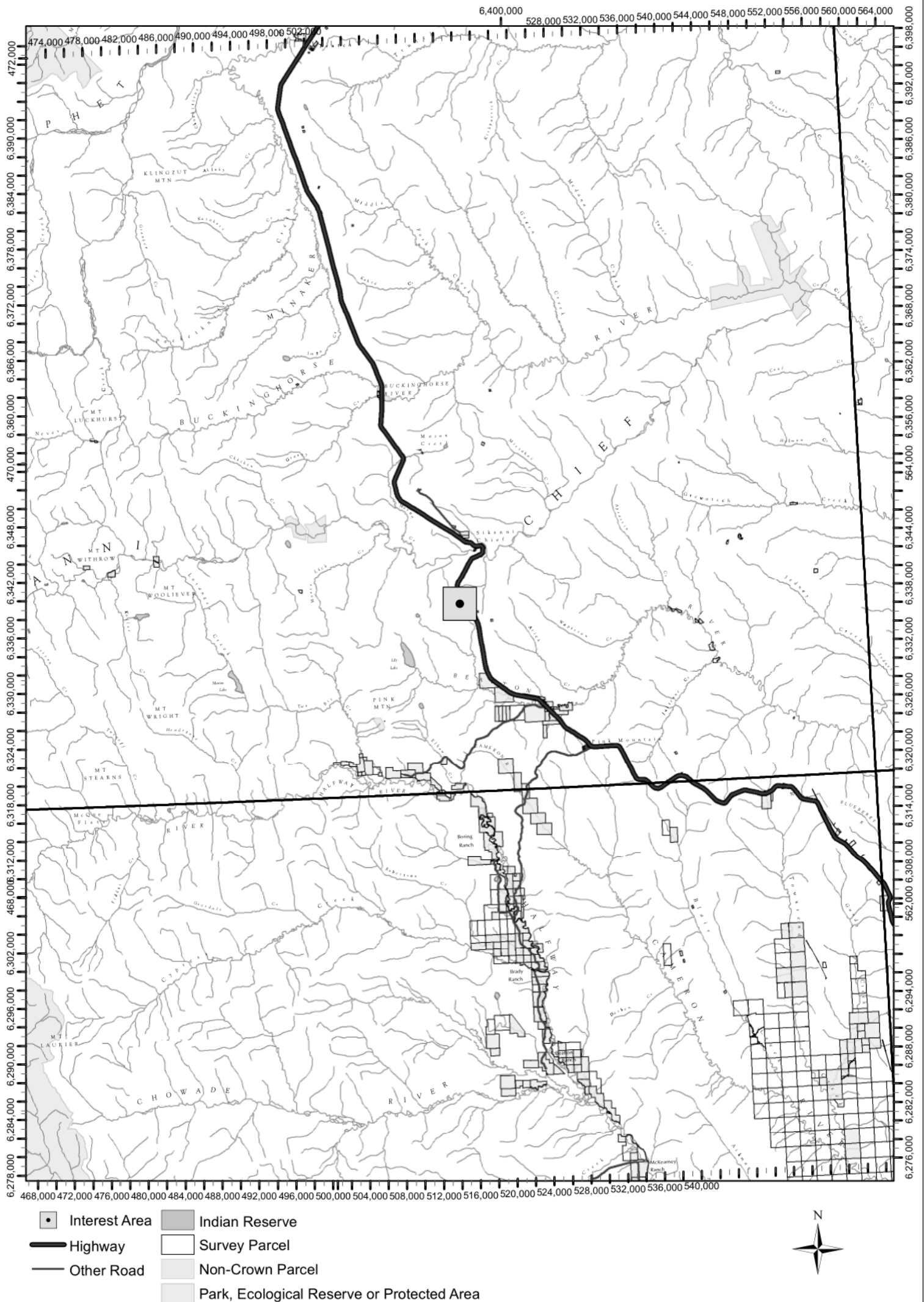
APPLICANT: Springbuck inc./Peaceland Oilfield Services

PURPOSE: New - Licence of Occupation - Quarrying - Sand and Gravel

LOCATION: Sikanni Chief River

AREA: 4.91 hectares

BCGS (Lat/Long): 094G.017 (57° 10' 58" N 122° 43' 46" W)



Projection: BC ALBERS
December 19, 2016

LANDS FILE NO.: 8015898

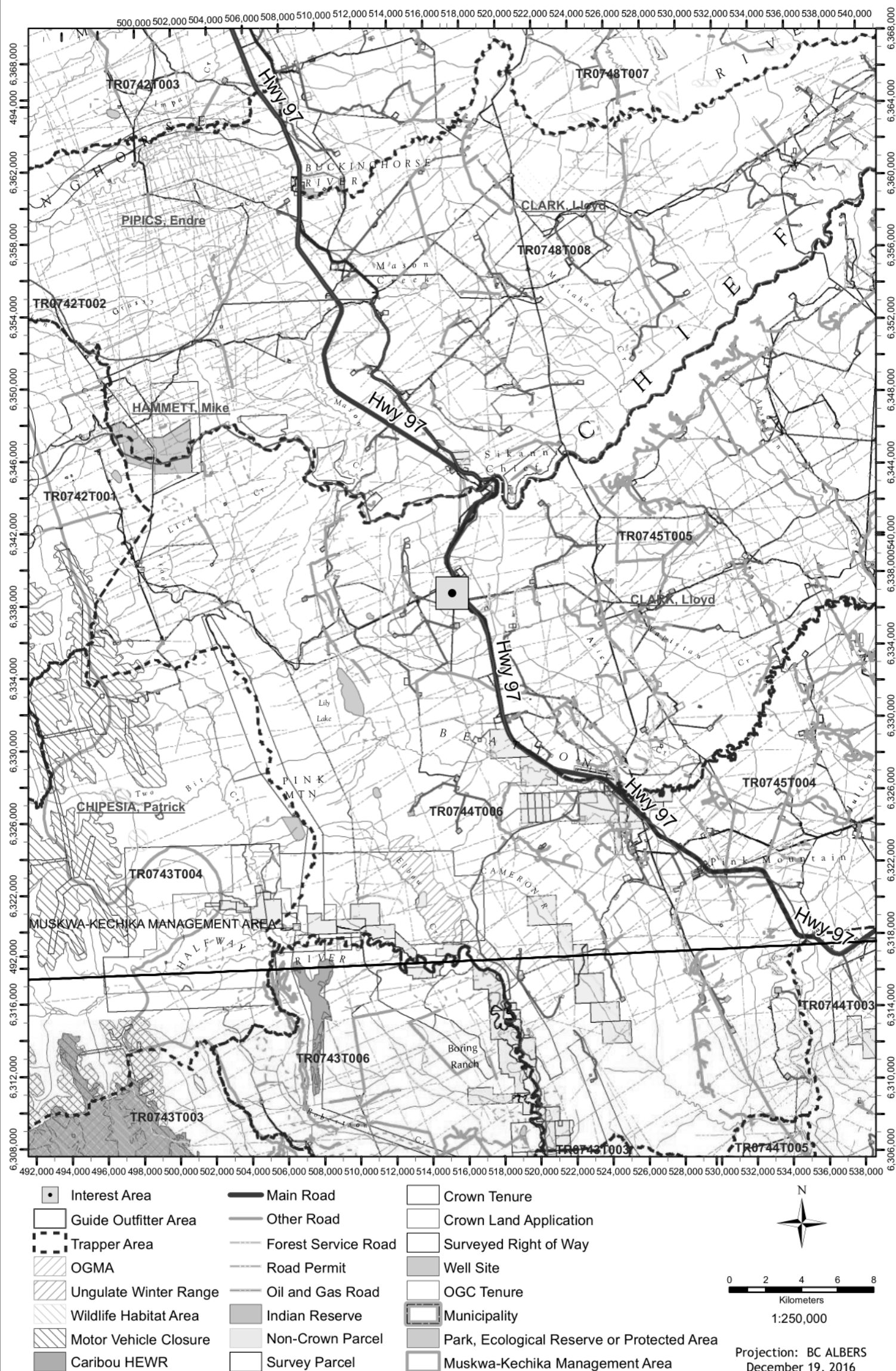
APPLICANT: Springbuck inc./Peaceland Oilfield Services

PURPOSE: New - Licence of Occupation - Quarrying - Sand and Gravel

LOCATION: Sikanni Chief River

AREA: 4.91 hectares

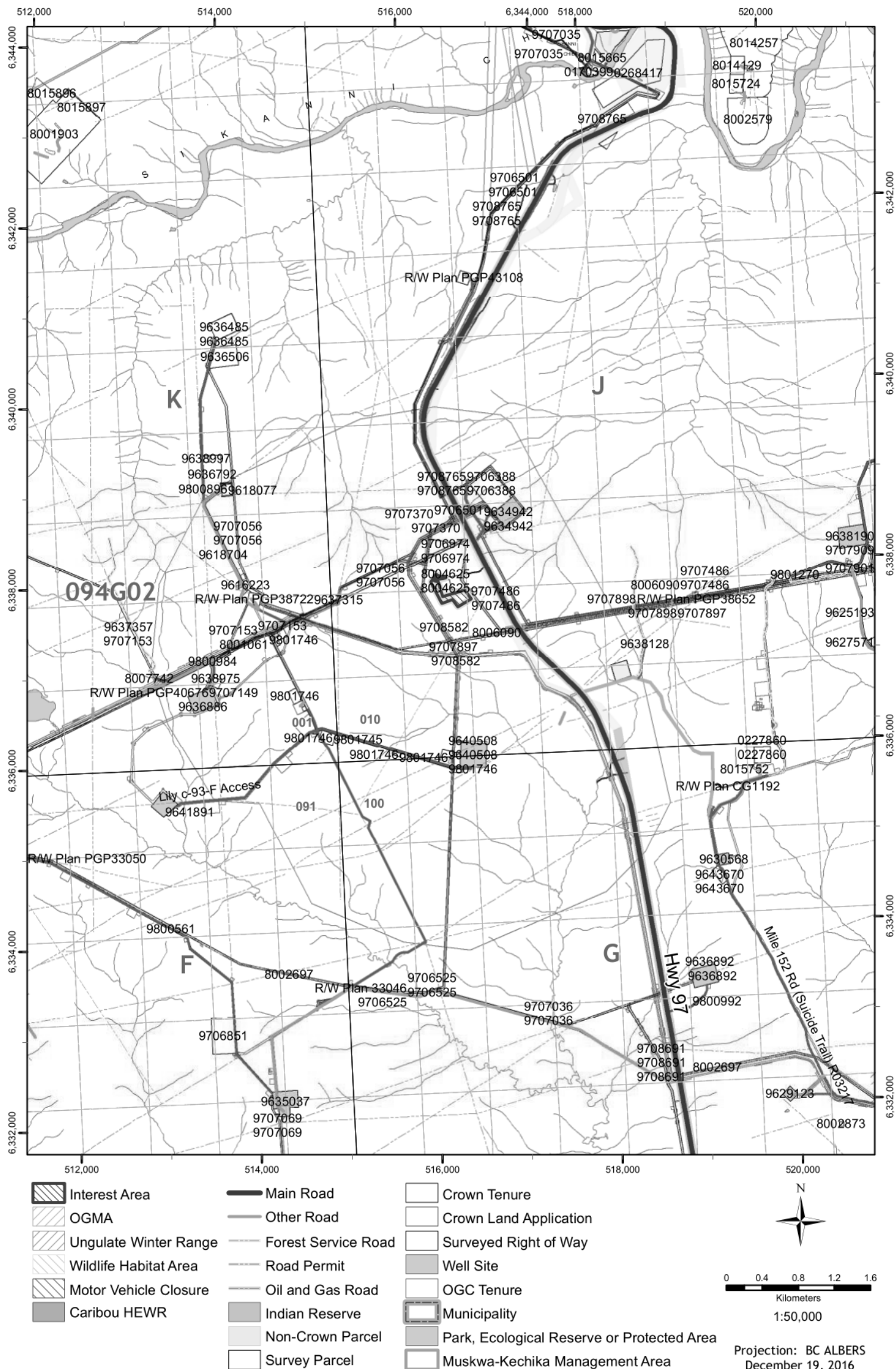
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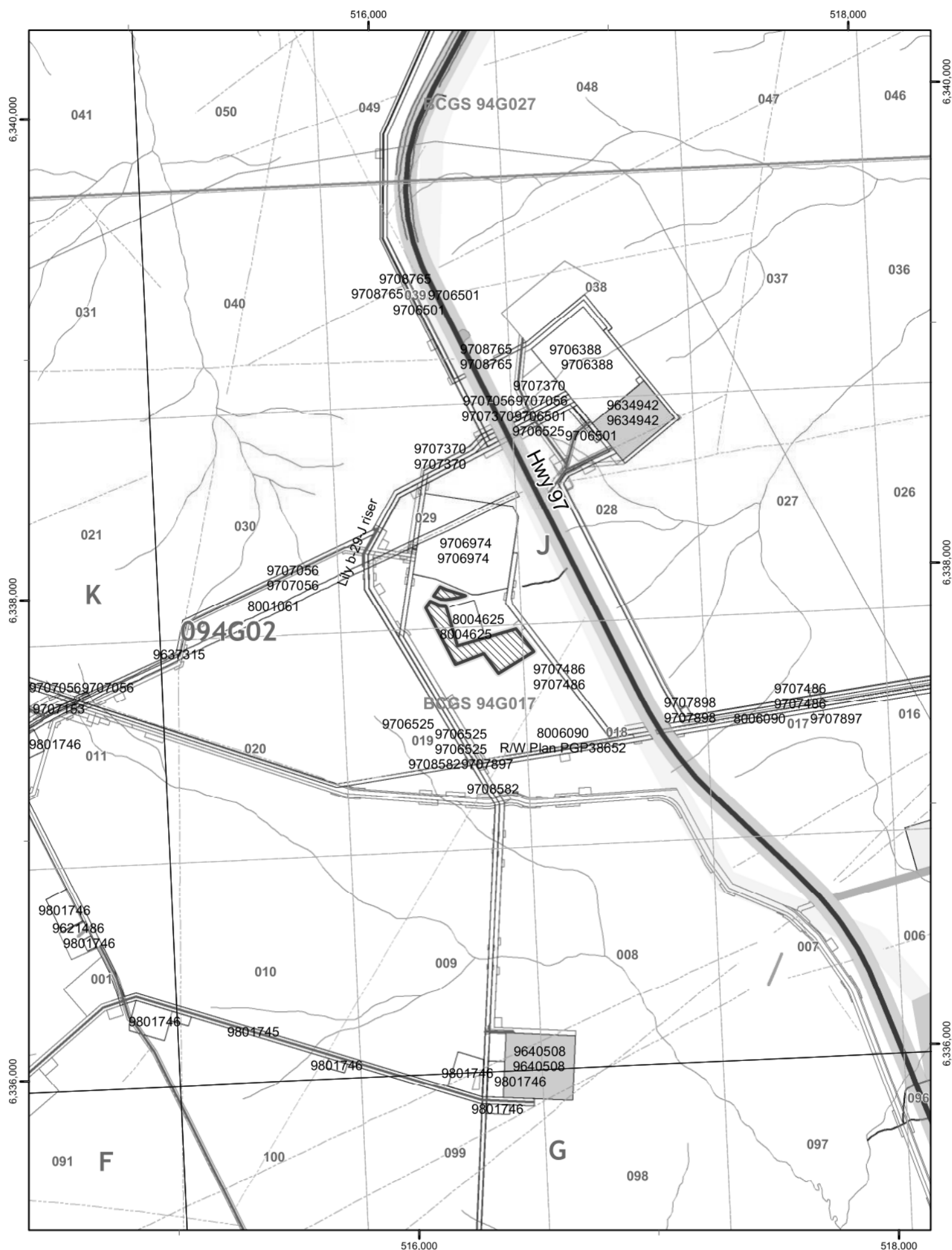
FrontCounterBC























LANDS FILE NO.: 8015898
APPLICANT: Springbuck inc./Peaceland Oilfield Services
PURPOSE: New - Licence of Occupation - Quarrying - Sand and Gravel
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- | | | | | | |
|---|-----------------------|---|---------------------|---|--|
|  | Interest Area |  | Main Road |  | Crown Tenure |
|  | OGMA |  | Other Road |  | Crown Land Application |
|  | Ungulate Winter Range |  | Forest Service Road |  | Surveyed Right of Way |
|  | Wildlife Habitat Area |  | Road Permit |  | Well Site |
|  | Motor Vehicle Closure |  | Oil and Gas Road |  | OGC Tenure |
|  | Caribou HEWR |  | Indian Reserve |  | Municipality |
| | |  | Non-Crown Parcel |  | Park, Ecological Reserve or Protected Area |
| | |  | Survey Parcel |  | Muskwa-Kechika Management Area |



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Kilometers
1:20,000

Projection: BC ALBERS
December 19, 2016



LANDS FILE NO.: 8015898
APPLICANT: Springbuck inc./Peaceland Oilfield Services
PURPOSE: New - Licence of Occupation - Quarrying - Sand and Gravel
LOCATION: Sikanni Chief River
AREA: 4.91 hectares
BCGS (Lat/Long): 094G.017 (57° 10' 58" N 122° 43' 46" W)

Copyright

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- Interest Area

Other Road

Forest Service Road

Road Permit

Oil and Gas Road

Indian Reserve

Non-Crown Parcel

Survey Parcel
- Main Road

Other Road

Forest Service Road

Road Permit

Oil and Gas Road

Indian Reserve

Non-Crown Parcel

Survey Parcel
- Crown Tenure

Crown Land Application

Surveyed Right of Way

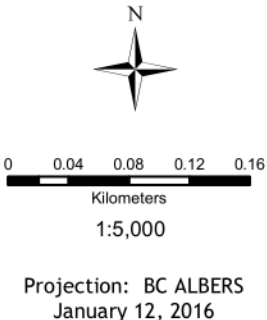
Well Site

OGC Tenure

Municipality

Park, Ecological Reserve or Protected Area

Muskwa-Kechika Management Area



LANDS FILE NO.: 8015898

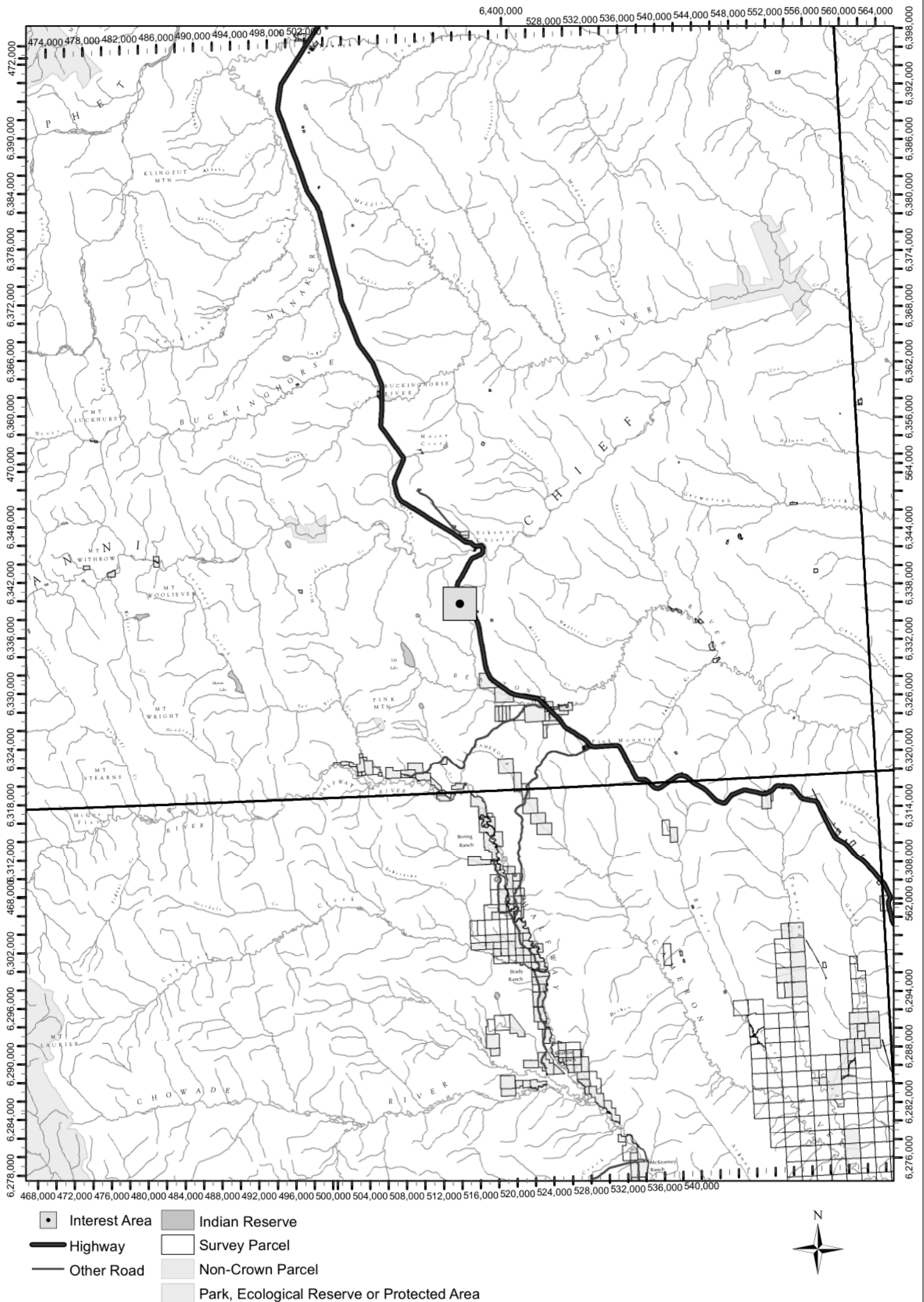
APPLICANT: Springbuck inc./Peaceland Oilfield Services

PURPOSE: New - Licence of Occupation - Quarrying - Sand and Gravel

LOCATION: Sikanni Chief River

AREA: 4.91 hectares

BCGS (Lat/Long): 094G.017 (57° 10' 58" N 122° 43' 46" W)



Projection: BC ALBERS
December 19, 2016

LANDS FILE NO.: 8015898

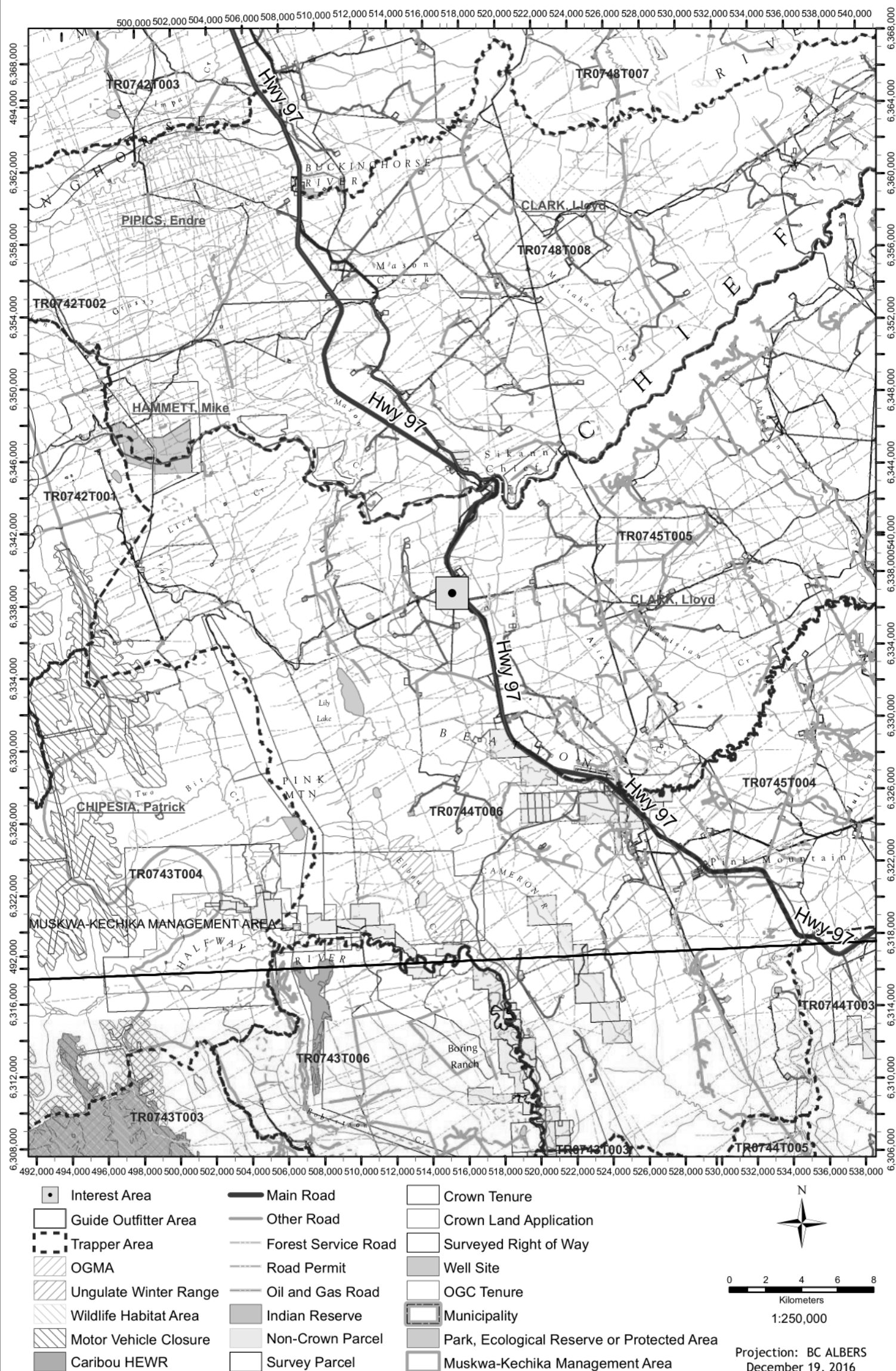
APPLICANT: Springbuck inc./Peaceland Oilfield Services

PURPOSE: New - Licence of Occupation - Quarrying - Sand and Gravel

LOCATION: Sikanni Chief River

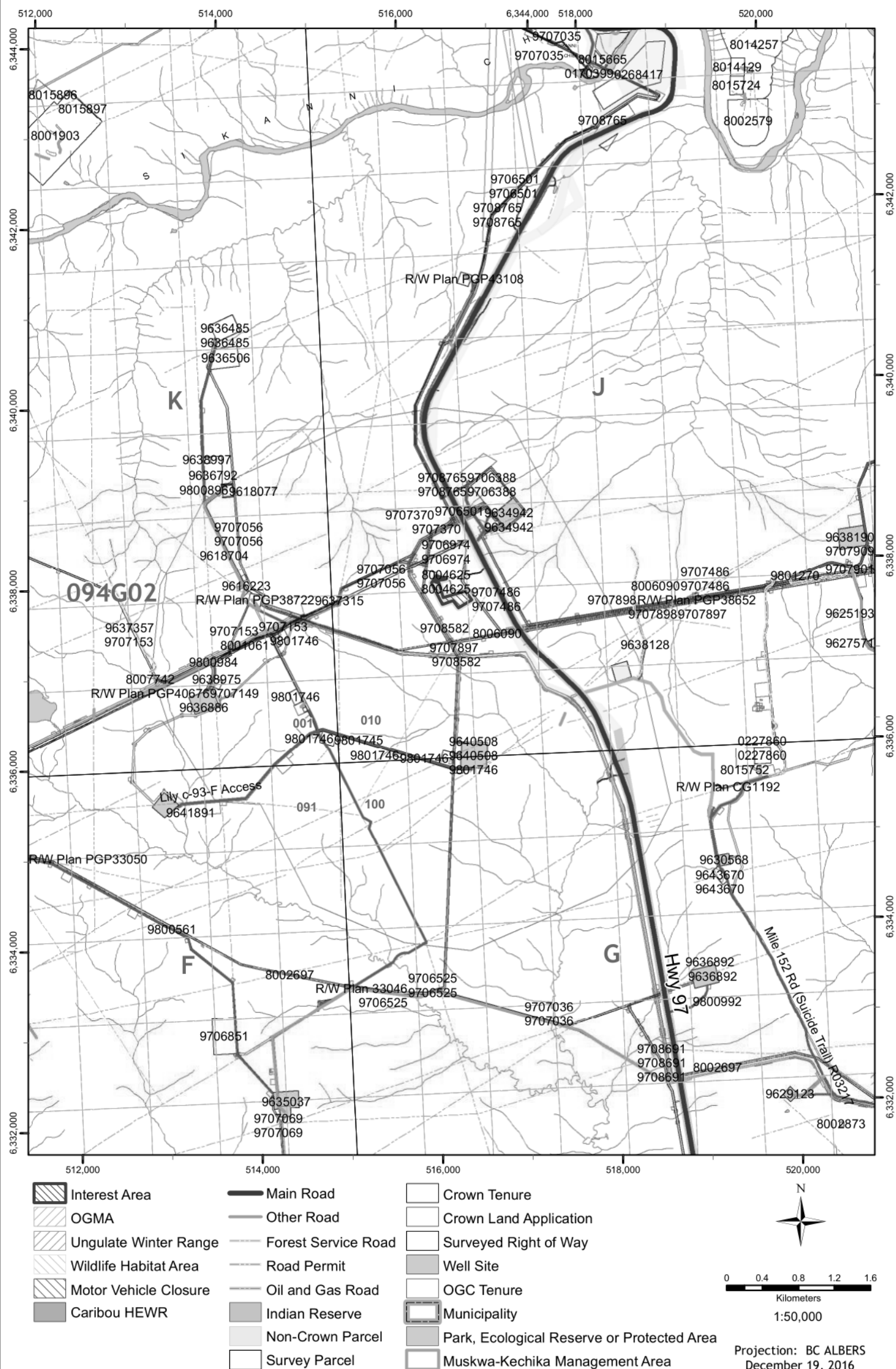
AREA: 4.91 hectares

BCGS (Lat/Long): 094G.017 (57° 10' 58" N 122° 43' 46" W)



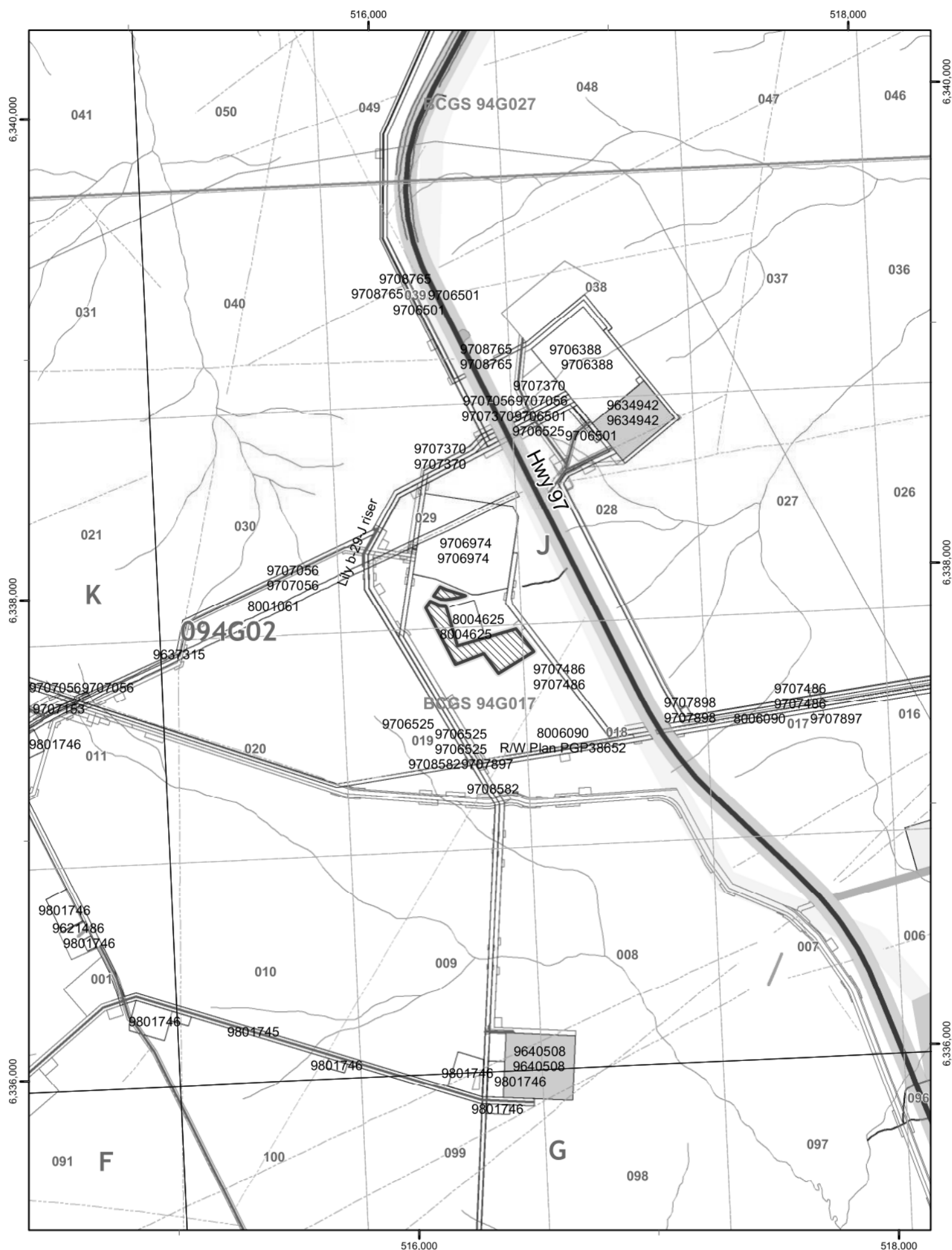
























LANDS FILE NO.: 8015898
 APPLICANT: Springbuck inc./Peaceland Oilfield Services
 PURPOSE: New - Licence of Occupation - Quarrying - Sand and Gravel
 LOCATION: Sikanni Chief River
 AREA: 4.91 hectares
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BCGS (Lat/Long): 094G.017 (57° 10' 58" N 122° 43' 46" W)



- | | | | | | |
|---|-----------------------|---|---------------------|---|--|
|  | Interest Area |  | Main Road |  | Crown Tenure |
|  | OGMA |  | Other Road |  | Crown Land Application |
|  | Ungulate Winter Range |  | Forest Service Road |  | Surveyed Right of Way |
|  | Wildlife Habitat Area |  | Road Permit |  | Well Site |
|  | Motor Vehicle Closure |  | Oil and Gas Road |  | OGC Tenure |
|  | Caribou HEWR |  | Indian Reserve |  | Municipality |
| | |  | Non-Crown Parcel |  | Park, Ecological Reserve or Protected Area |
| | |  | Survey Parcel |  | Muskwa-Kechika Management Area |

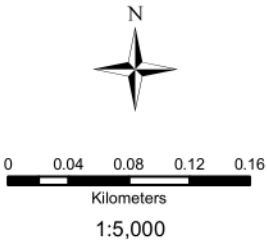
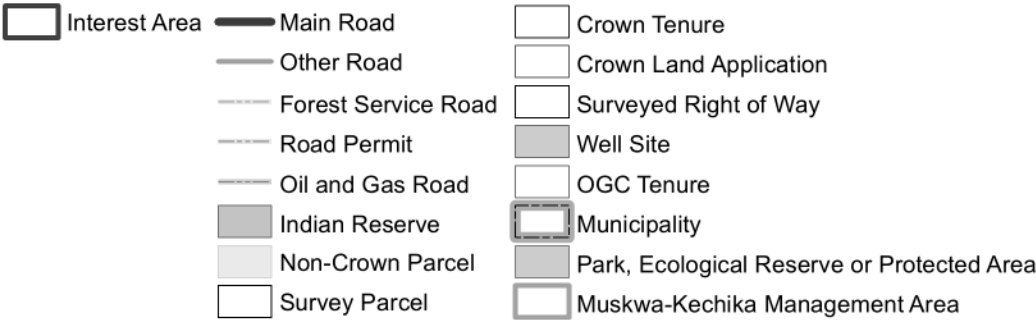


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Kilometers
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Projection: BC ALBERS
December 19, 2016



Copyright



Projection: BC ALBERS
January 12, 2016

Management Plan Lily East

November 28, 2016



Date NOVEMBER 28, 2016

Adrian Erickson
President, Springbuck Inc.

Management Plan

Lily East

Please describe the details of your project to the extent known. Consult the guidance document for further information on regulatory requirements, rationale for why the information is required, and how to find required information.

The scope and the timing for response will be provided. If information is requested and not received, it may result in the disallowance of the application.

Information on these topics may be required as part of the application processing and if further detail is necessary that is not part of the application and management plan received, you will be contacted and requested to provide additional information. In some circumstances, the use of a qualified professional to complete the plan may be required.

1.0 Background

1.1 Project Overview

Describe project for which authorization is requested, including construction and/or phased development details:

Our project entails the development of a sand and gravel pit whereby gravel and sand will be excavated, and a crushing and screening plant would work on site intermittently, to process aggregates. As well, we propose the storage on site of a variety of aggregates required by Resource Companies in the area, and the Ministry of Transportation and Public Works.

There is potentially some merchantable pine located at the very south east end of the proposed area, the balance is open, previously cleared with a scattering of shrubs, aspen and pine, all less than 3 meters in height. We would plan starting on the north end, adjacent to the Mile 156 Road, which is completely cleared from previous gravel removal activities several years before. Stripping of this area, would commence in later summer, 2017. The proposed quarry is adjacent to an old burrow pit (for gravel) and across the road from the large Progress Lily Gas Plant and Compressor Site.

The overburden is quite shallow; any top soil to 1" below rooting depth would be stock piled separately from subsoils. The access is via the Mile 156 Lily Road that joins Highway 97 (Alaska Hwy). We propose to extract and crush in the time frame of commencing June 15, 2017, and within the period of June 15 to September 15th each season.

It is anticipated that we would only be active on a .5 ha portion at any given time, and would conduct reclamation once .5ha are completed as it would work very well with the existing topography to use each year's stripping of soils to reclaim the previous year.

1.2 Investigative Work

If any preliminary investigative work has been carried out, with or without an investigative authorization, provide details on work completed, incomplete or on-going from previous term.



Activity	Brief Description of Activity	Status (e.g. Complete, incomplete, ongoing)	Comments / Milestones
Site Reconnaissance	Walked all portions of the area	complete	Average quality gravel evident near surface in many spots; no signs of activity for several years, adjacent to large dry burrow pit where gravel was extracted years ago. No water, streams or old water channels present.
Depth of Overburden & Gravel	tested with hand augers, and an excavator	complete	over burden shallow Gravel >8m and of average quality.

Adrian Erickson, President, Springbuck Inc.

November 28, 2016

Activity	Brief Description of Activity	Status (e.g. Complete, incomplete, ongoing)	Comments / Milestones
Soil structure, Gravel mix and depth	tested with hand augers, and an excavator	complete	shallow overburden and average quality but deep gravel.
Depth of water table	Couldn't reach water table with excavator, even bottom burrow.	complete	Water table very low, due to deep gravel hill.
Researching Archeological Sites	Reviewed direct area with Front Counter BC personnel , low potential for archaeological remains, especially since most of the site has been cleared and portions dug out for gravel.	ongoing	There limited archaeological potential in the area, none mapped where project lies. No game trails evident. However, if an archaeological site were unearthed during our construction or operational stage, we would immediately cease operations and call the Archaeology Branch at 250 953 3334 for direction.
Add Row			

1.3 Confirmation of Safety Plan

Your Project must meet the Occupational Health and Safety (OHS) criteria set out by WorkSafe BC. Does your Project meet these criteria?

☒ Yes ☐ No

5.2.3 First Nations Consultation

Describe any contact you may have had, including the name of the First Nation(s) and representatives contacted.



I met with Rosslyn Notseta of the Halfway River First Nation on the morning of November 28th, 2016 and we reviewed and discussed our proposal.

2.0 Location

2.1 Description

Provide a general description of the location of the project:



The project is located adjacent to an old burrow pit, 400 meters up the Mile 156 Lily road and just across from the large Progress Lily Gas Plant and Compressor Site, approximately 20m km north west of Pink Mountain.
The topography is undulating, rising in elevation to the north and west, with portions of the old gravel extraction burrow to the east. The area is generally clear other than shrubbery and scattered short aspen, willow, and pine trees, under 3 meters tall, with some semi mature pine on the south east end.
There are no year round residences within a 8 km radius.

2.2 Location Justification

Provide your reasons/justification of the need for this type of project at this location:



There is a significant shortage of aggregates in the general area from north of Wonowon to nearly Prophet River on the Alaska Hwy 97. In the more immediate area from Pink Mountain, north to Trutch, existing gravel quarries located on both sides of the Sikanni Chief River have largely been exhausted.
New reserves of aggregates must be developed to meet the increasing demands by Resource Companies and various governmental departments.

Discussions with Ministry of Transportation and Public Works have confirmed the shortage of aggregates in the region, and possibly is one of the reasons that several BC government studies on aggregate supplies have been initiated in the N.E. BC region.

The ongoing development of paving sections of the Hwy 97 (Alaska Hwy) north of Pink Mountain by the Department of Public Works, as well passing lanes and service roads on the Alaska Hwy, and for winter sanding operations, is creating a further demand for very limited aggregate supplies. Often times, aggregates are being hauled in from over 100 km away.

2.3 Seasonal Expectations of Use

When will the Project require use of the land? Include information on key works during construction phases as well as operations phase. Please reference [reduced risk fish windows](#) as required by DFO:



Project Phase (Construction / Operations)	Brief Description of Activity / Works	Season
Construction	Clearing - very limited, only a few shrubs and immature pine and aspen.	*Mid Summer - July 2017
Construction	Stripping and Site Preparation	*Mid Summer - July 2017
Operations	Crushing and Screening of Aggregates	*Mid to Late Summer - August 2017 Expect Crushing operations to occur in the July 1st to Sept. 15th time frame.
*There are no streams, water courses or old channels where any water from the project area could reach a fish bearing stream.	N/A	*supports "reduced risk fish windows"

Add Row

3.0 Infrastructure and Improvements

3.1 New Facilities and Infrastructure

Detail any new facilities, infrastructure or processes proposed and any ancillary uses. Provide details of planned construction methods and materials, and construction scheduling.

Facility/Infrastructure/Process	Construction Methods/Materials	Construction Schedule
No facilities will be constructed	N/A	N/A
Add Field		

3.2 Access

Identify existing and proposed roads used for access and their use by season. Include any proposed connections to public or Forest Service Roads; traffic information including volume of traffic during construction/operation and phase or season that the traffic is expected: ?

Roadway/Proposed Connection	Existing/Proposed	Existing Road Classification	Road Permittee Information and Road Use Agreements	Traffic Volume		Mitigation of Traffic Effects
				Construction Phase	Operations Phase	
Mile 156 Lily Road	Mile 156 Lily Road	PRD and Public	Progress	1 vehicle X 10 days, in and out each day	2 vehicles X 30 days, in and out each day.	Not expected to materially effect present traffic volumes. All vehicles would use caution and be equipped with 2 way radios and complete the properly instituted radio positional checks, as policed by Progress Energy.
Add Field						

3.3 Utility Requirements and Sources

Describe utility requirements and sources, include agreements in place or underway allowing access to utilities. ?

No Utilities will be required.

3/5,000 # 361

3.4 Water Supply

Identify water requirements for construction and operation phases (e.g. surface water and/or groundwater), including sources, location, volume and a general description of infrastructure planned to meet water supply requirements, include any agreements outside of Water Act Authorizations identified above (Section I, Authorizations, Permits or Approvals), such as Municipal water supply.

Project Phase (Construction/ Operation)	Water Requirement (e.g. Surface water or ground water, etc)	Source/location	Volume	Infrastructure Description	Agreements
Construction and Operation	Water not required other than drinking water for personnel, supplied by industrial camps in area where workers would be staying.	Sasquatch Crossing Camp at Mae's Kitchen or Buffalo Inn at Pink Mountain	minimal	N/A	N/A
Add Field					

3.5 Waste Collection Treatment and Disposal

Identify water requirements for construction and operation phases (e.g. surface water and/or groundwater), including: ?

Project Phase (Construction/ Operation)	Water Requirement (e.g. Surface water or ground water, etc)	Source/location	Volume	Infrastructure Description	Agreements
Construction	Portable toilets	on site	minimal	N/A	N/A
Operation	Portable toilets	on site	minimal	N/A	N/A
Add Field					

4.0 Environmental

Describe any significant impacts and proposed mitigation for the following environmental classes:

4.1 Land Impacts

4.1.1 Vegetation Removal

Is any timber removal required?

☐ Yes ☒ No

Are any areas of vegetation to be cleared, outside of timber removal?

☒ Yes ☐ No

Removal Type	Impacts	Proposed Mitigation
A limited number of semi mature pine exist at the south east end; no plans to open for several years.	When in the last part of this quarry, we would harvest the merchantable pine timber, deck and haul out.	A natural buffer would remain by the forest around, due to the topography, this portion not visible from Mile 156 R.
The balance of the area, which is 70% of the proposed quarry, is either completely open or has only scattered immature pine, aspen and willow, all under 3 meters in height.	Most areas initially are open or limited immature pine, willow and aspen, would be cleared with a mulcher. Area undulating, adjacent to large clearing and gravel extraction from the past and the large Gas Plant to the north.	Due to topography, much of the proposed quarry is out of sight from the Mile 156 Road, due to a hill and strip of trees along the south side of the Mile 156 Road. Only the entrance, across from the Gas Plant visible. Soil berms would be used to block view.
Add Field		

4.1.2 Soil Disturbance

Will there be any areas of soil disturbance, including clearing, grubbing, excavation and levelling?

☒ Yes ☐ No

Disturbance Type	Impacts	Proposed Mitigations
Stripping	Limited soils on site, but will be stock piled, any top soil will be piled separate from sub soils	Low erosion potential area, any soils will be stock piled to use to reclaim and seed to a suitable forestry grass seed mixture, after .5 ha completed.
Excavation and levelling	Visual impacts will be limited, due to the higher ground and the strips of trees between the Mile 156 Road, and the proposed quarry. Due to shallow soil and gravel prevalent at or near surface, limited potential for erosion.	Soil windrows will mitigate visual concerns, proper channeling of any run off water to the south and east will prevent any erosion. Once sub soil and top soils are placed back and reseeded, as part of the reclamation process, potential for erosion will have been removed.
Add Field		

Is the area to be excavated a Brownfield site or has the potential to be contaminated?

☐ Yes ☒ No

Is there potential for disturbance of archaeological, paleontological fossils or historical artifacts?

☐ Yes ☒ No

4.1.3 Riparian Encroachment

Will any works be completed within or adjacent to the riparian zone of any water body?



☐ Yes ☒ No

4.1.4 Pesticides and Herbicides

Will there be any use of pesticides or herbicides during construction, operations and/or maintenance?

☐ Yes ☒ No

4.1.5 Visual Impacts

Will there be any adverse effects of the projects, and any potential adverse effects on sight lines to the project area from surrounding areas likely to be used for scenic viewing by residents or other users?

☐ Yes ☒ No

4.1.6 Archaeological Sites

Are there any known or high potential (Arch Procedure) archaeological sites within the project area?

☐ Yes ☒ No

Have you conducted an AIA or engaged an archaeologist to assist with your investigations?

☐ Yes ☒ No

4.1.7 Construction Methods and Materials

Identify the types of construction materials, the methods used, their impacts, and any mitigations:

Construction Material/Method	Impacts	Mitigations
No Construction Planned	N/A	
Add Field		

4.2 Atmospheric Impacts

4.2.1 Sound, Odor, Gas or Fuel Emissions

Will the project construction or operation cause any of the following to disturb wildlife or nearby residents:

(Best management practices for sound)

Sound? ☐ Yes ☒ No

Odor? ☐ Yes ☒ No

Gas? ☐ Yes ☒ No

Fuel Emissions? ☐ Yes ☒ No

4.3 Water or Land Covered by Water Impacts

4.3.1 Drainage Effects

Will the project result in changes to land drainage?

☐ Yes ☒ No

4.3.2 Public Access

Will the project result in changes to public access?

☐ Yes ☒ No

4.3.3 Flood Potential

Will the project result in a potential for flooding?

☐ Yes ☒ No

4.4 Fish and Wildlife Habitat Impacts

4.4.1 ~~Disturbance~~ to Wildlife and Wildlife Habitat

Will the project result in adverse effects to wildlife or wildlife habitat?

(BC Wildlife Act)

☐ Yes ☒ No

Will the project (construction or operations phase) occur in and around streams, lakes, estuarine or marine environments?

☐ Yes ☒ No

Is the project (construction or operations phase) likely to increase erosion or sedimentation?

☐ Yes ☒ No

Will the project (construction or operations phase) require water diversion?

☐ Yes ☒ No

Will the project threaten or endanger species at risk in the area?

Species At Risk Act

☐ Yes ☒ No

5.0 Socio-Community

Lily East

5.1 Land Use

Describe the current community setting on or near the project area, including the location of non-aboriginal and aboriginal communities or known use areas.

The area is a resource area with significant natural gas exploration and development facilities, owned by several resource companies. Years prior, gravel was extracted from the adjacent burrow pit. 2 years ago the large Lily Gas Plant and Compressor Site was constructed across the road from the proposed quarry. Pink Mountain, a collection of a few business's and a RV park, is approximately 20 km away by road. Fort St John is approx. 185 km away by road.

The Halfway River First Nation reserve is located 35 km down the Mile 95 Halfway River Road and is approximately 135 km away by road. The project area is a high ground area mostly cleared years prior by gravel extraction, that does not appear to contain high wildlife values. The lack of soils and the predominance of gravels on or near the surface in the immediate area, gives rise to pine, aspen, willows and limited shrubbery with berries.

Based on the research we have undertaken, the proposed quarry area is not a known high use area for Aboriginals, however if during operations an archaeological site was uncovered, we would immediately cease operations and contact the Archaeology Branch at 250 953 3334 for direction.

5.1.1 Land Management Plans and Regional Growth Strategies

Are there any land and resource management plans, coastal plans, provincial, regional growth strategies or local government plans with zoning, or management policies or use restrictions in place that could limit or preclude your proposed use of the land? (Please refer to the [Union of BC Municipalities \(UBCM\)](#), and check the websites of the municipality, regional district or other organization with jurisdiction including your project area.)

☐ Yes ☒ No

5.2 Socio-Community Conditions

5.2.1 Adjacent Users or Communities

Is the project likely to restrict public access, or the ability, or the ability of adjacent land owners or tenure holder to access their property or tenures?

☐ Yes ☒ No

5.2.2 Existing Services

Provide a description any increased demand on fire protection and other health facilities and emergency services arising from your Project, including proposed management or mitigation measures.

Neither the Construction stage, nor the Operational stage, should increase any significant risk of fire. Other than the potential logging of a limited number of pine trees in the south east end later on in the development, the few immature trees, willows and shrubbery would be mulched, with no need to burn. The stripping and then the operational stage each summer should create minimal increase demands for fire protection. The workforce during construction would be no greater that 3 workers, and during the operational stage, 4 people on site, one vehicle driving in and out during the construction stage; 2 vehicles driving in and out each day during the Operational stage.

For any health, or other non life threatening emergencies, the worker involved would be treated by Level 3 first aid attendants, either nearby or at camp. A more serious health or accident would be handled out of Fort St John, 185 km away. As well, we would have a suitable helicopter landing site on our project, for an emergency air lift.

The limited numbers of personnel combined with the limited operational season each year should not materially effect fire protection, health or emergency facilities in the area.

Adrian Erickson, President, Springbuck Inc.

November 28, 2016

FAN76676 Pink Mountain

**MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
DECISION NOTE**

Date: May 18, 2016
Date of previous note: N/A
File: RAN076676
CLIFF/tracking #: N/A

PREPARED FOR: Greg Van Dolah

ISSUE: PROPOSED RANGE USE PLAN ON RAN076676 (Pink Mountain Guiding and Outfitting Inc.)

Remarks:

Pursuant to Section 32 of the *Forest and Range Practices Act*, a Range Use Plan for **RAN076676** has been submitted by the tenure holders, **Pink Mountain Guiding and Outfitting Inc.** The Minister, or District Manager to whom the authority has been delegated, must approve a Range Use Plan if the plan is consistent with the agreement under the *Range Act* that pertains to the plan, and conforms to the *Forest and Range Practices Act*, regulations, and standards, as specified in Section 37 of the *Forest and Range Practices Act*.

The Range Use Plan is based on the Range Supply Review. The forage demand (99 AUMs) specified in this Range Use Plan is within the current net Crown capacity, which is currently 99 AUMs.

Several resource features and issues were identified with the above note grazing licence area. I am satisfied with the actions the agreement holder has committed to in the Range Use Plan to mitigate any adverse effects associated with grazing.

First Nations have been consulted on this Range Use Plan. Halfway River First Nation submitted concerns around the use of this tenure for cattle. As outlined in the range use plan, the licensee will only be running horses on this tenure.

OPTIONS:

Option 1: Approve the proposed Range Use Plan

Implications: Tenure holder is approved for a 5 year period.

Option 2: Refuse the proposed Range Use Plan

Implications: Further actions required from tenure holder.

RECOMMENDATION:

Option 1: Approve the proposed Range Use Plan

Option 1
DECISION & SIGNATURE
Greg van Dolah
District Manager

May 27, 2016
DATE SIGNED

Attachments: Range Use plan prepared by tenure holder

SDM Contact:
Greg Van Dolah,
District Manager
FLNRO Integrated
Resource Operations
Division, Peace Natural
Resource District
Phone: 250 784 1200

Alternate Contact:
Marianne Johnson
Resource Manager
MFLNRO Integrated
Resource Operations
Division, Peace Natural
Resource District
Phone: 250 784 1245

Prepared by:
Marika Cameron,
Range Agrologist
FLNRO Integrated
Resource Operations
Division, Peace Natural
Resource District
Phone: 250 784-1293



Consultation Summary Report

Range Use Plan RAN076676

Recommendation to Decision Maker

The Province is satisfied that the obligations have been met when consulting First Nations on the above noted 2016 Range Use Plan as outlined in the *Updated Procedures when Consulting with First Nations* May 2012. The Province has referred this RUP out to all First Nations whose traditional territory is triggered under the Provincial Consultative Areas Database (CAD).

First Nations have been provided with reasonable opportunities to provide the Province with any concerns related to the impacts the Range Use Plan decisions could have on Treaty 8 rights.

Preparation and Initiation

A review of CAD was completed and the following First Nations have traditional territory overlapping with Range Use Plan RAN076676: West Moberly First Nation (WMFN), Halfway River First Nation (HRFN), Dene Tha First Nation (DTFN), Blueberry River First Nations (BRFN)(Area A), Prophet River First Nation (PRFN), and Horse Lake First Nation (HLFN). All of the above noted First Nations are Treaty 8 signatories.

Engagement

Based on the review of available information, the impact to First Nations Treaty Rights as recognized and affirmed by Section 35(1) of the *Constitution Act, 1982*, is moderate and consultation for WMFN, HRFN, BRFN, and PRFN was recommended by the Province as falling under the Normal end of the consultation spectrum. Consultation occurred at the Notification level for DTFN and HLFN as the above noted RUP falls within "Area B" for DTFN and falls outside of Areas 1 and 2 for HLFN.

First Nations referrals were sent by email on February 4, 2016 and included IIA, referral letter, map outlining RUP areas, as well as an offer to send a copy of any RUP of interest upon request. Comments were requested by March 5, 2016.

Page 1 of 2



Ministry of
Forests, Lands and
Natural Resource Operations

HRFN actively engaged in the consultation process. They provided one question around cattle use of the tenure which was promptly addressed by the Province.

A complete communication log (including the initial referral email packages) can be found at: [https://spc-crts.gov.bc.ca/CRTS/Consultation_Centre/Ongoing_Consultation/Northeast_Ongoing/range%20use%20plans%202016%20-%20\(03-16\)%201.xml](https://spc-crts.gov.bc.ca/CRTS/Consultation_Centre/Ongoing_Consultation/Northeast_Ongoing/range%20use%20plans%202016%20-%20(03-16)%201.xml). However, please note that this Consultation Record Tracking System file was established for and tracked all 2016 Range Use Plans consulted on and is not singularly written for this RUP.

Accommodation

No comments were received from DTFN, BRFN, PRFN, WMFN, or HLFN, and therefore, no need for accommodation has been identified for any of these Nations.

HRFN did submit concerns around the use of this tenure for cattle. The Province verified that no cattle will be using this Range tenure. HRFN had no further concerns.



Blueberry River First Nations

PO Box 3009
Buick Creek BC V0C 2R0

Tel: (250) 630-2800
Fax: (250) 630-2588
Toll Free: 1-800-988-3533

February 7, 2017

This letter will confirm that Dr. Sonja Leverkus has been contracted by Blueberry River First Nation to provide and support us with scientific and technical expertise.

Dr. Leverkus will be taking the lead on updating tenures, permits and licenses as well as other areas as it relates to our Pink Mountain Guiding territory.

With this letter, we are authorizing her to have full access to information and the release of information to her as she is acting on our behalf.

Should you have any questions or concerns with regard to this authorization, please contact myself at 250-630-2810 or ronda@blueberryfn.ca.

Thank you

Ronda Peck
Interim Band Administrator

number	Class	Dates in/out		Unit/ pasture	Days	Proportion	AUM's
lvstk	lvstk	e.g. Jun-01				(A.U)	total
10	Horse	Jul-20	Aug-01		13	1.25	5
15	Horse	Aug-01	Sep-01		32	1.25	20
36	Horse	Sep-01	Oct-20		50	1.25	74
					1	1	0
					1	1	0
					1	1	0
					1	1	0
					1	1	0
					1	1	0
					1	1	0
					1	1	0
					1	1	0

99

Pink Mt. '06-'09



Ministry of
Forests, Lands and
Natural Resource Operations

File: 15700-20/Pink Mountain Guiding and Outfitting Inc. /RAN076676

November 12, 2015

Pink Mountain Guiding and Outfitting Inc.
P.O. 3009
Buick Creek, British Columbia
V0C 2R0

Dear Licencee:

Please find enclosed your Range Use Plan and your Replaceable Grazing Licence for RAN076676. Both documents need to be signed by all licencees listed. Once completed please return them to our office at 9000 – 17th Street Dawson Creek, British Columbia V1G 4A4 on or before **December 16, 2015**. Licences or Range Use Plans received after this date will expire. If you have any questions or concerns please contact Lisa Muir, Resource and Contract Administrator at (250)784-1200 or by email at lisa.muir@gov.bc.ca.

Enclosed you will find a Range Use Plan Help sheet of possible issues and resource features identified that you may want to use to complete your Range Use Plan, as well as a copy of your previous Range Use Plan. If needed, please make the necessary corrections on the map that is attached to your Range Use Plan. If you require additional assistance to complete your Range Use Plan please contact Tyler Morhart, Range Officer at (250)784-1200.

Yours truly,

Lisa Muir
Resource and Contract Administrator
Peace Forest District

Enclosure(s): Replaceable Grazing Licence RAN076676
Range Use Plan
Exhibit A Map
Range Use Plan (RUP) and help filling it out
Copy of previous Range Use Plan



File: 15700-20/RAN076676

October 20, 2015

Pink Mountain Guiding and Outfitting Inc.
P. O. Box 3009
Buick Creek, British Columbia
V0C 2R0

To Whom It May Concern:

RE: Timber Range Action Plan

The Timber and Range Impact Mitigation Committee (TRIMC) has been developing a process aimed at improving interactions and relationships between range and forest tenure holders operating on the same land base. The desired end result of this process is development of a signed mutual agreement known as a Timber and Range Action Plan (TRAP) designed to identify and mitigate potential impacts to each party's tenured interests. The TRIMC comprises a membership that includes representatives from the Ministry of Forests Lands and Natural Resource Operations, British Columbia Timber Sales (BCTS), forest licensees, North and South Peace Livestock Associations, range tenure holders and other related agencies.

BCTS wishes to inform you of the forest harvesting activities within your range tenure (RAN076676); a block is located in the field that will involve harvesting under the authority of Timber Sale License (TSL) A93438. This block is coniferous leading and will be planted post-harvest. The block roads will be deactivated and grass seeded. We invite you to participate in development of a TRAP agreement involving this block to discuss potential impacts and suitable mitigation strategies.

The following maps are enclosed to provide details on the area in which we are operating:

- Ortho Map showing TSL A93438 Block 37043
- Map showing TSL A93438 Block 37043 scale 1:24000

If you have any questions or need clarification, please contact the undersigned at (250) 262-3324.

Yours truly,

Lawrence McFadden, R.P.F.
Practices Forester
Tel: (250) 262-3324
Fax: (250) 263-9370



Ministry of Forests
Lands and Natural
Resource Operations

BC Timber Sales
Peace-Liard Business Area

Mailing Address:
9000 17 Street
Dawson Creek BC V1G 4A4

Tel: (250) 784-1200
(800) 663-7867
Fax: (250) 784-1259

Location:
9000 17 Street
Dawson Creek BC

Carroll, Keith M FLNR:EX

From: Carroll, Keith M FLNR:EX
Sent: Monday, March 25, 2013 2:00 PM
To: Morhart, Tyler FLNR:EX
Subject: FW: salting the Queen's bison

Hi Tyler – background on my proposed agenda item

Keith Carroll, P. Ag.

Range Agrologist

Peace Forest District

Phone: (250) 784-1225 Fax: (250) 784-0143

Mailto: Keith.Carroll@gov.bc.ca

"When the grass looks greener on the other side of the fence, it may be that they take better care of it there." - Cecil Selig

From: Carroll, Keith M FLNR:EX
Sent: Monday, March 25, 2013 1:59 PM
To: Blonski, Laura J FLNR:EX
Cc: Morhart, Tyler FLNR:EX
Subject: salting the Queen's bison

Hi Laura. s.22 (real estate agent) was in this morning to discuss range use plan preparation for a client. I mentioned moving salt as a measure to maintain desired plant communities. He agreed, saying that the salting of bison in the Halfway R. area is an example of improper use of salting. I helped haul salt blocks up to the Sikanni airstrip 20 years ago and flew with Ross and Dr. John Elliott when they selected salting sites. It was my understanding the goal was to move bison away from the meadows (e.g. McCue Flats) adjacent to the Halfway. I had heard since that insects were doing a good job of keeping bison away from the low elevation meadows during the growing season and that MoE had abandoned the project. However, s.22 (who is active in the North Peace Rod and Gun club, which helped fund the salting , at least initially), says MoE are still salting. His wife had got a buffalo draw last? winter (can't remember for sure) and after they got the buffalo , they went up Turnoff Creek. s.22 says there's a 300 acre meadow at the head of Turnoff Creek where MoE is still salting that we would put a cattleman in jail for grazing that heavily. I have to admit that any time I've been up that way (after the trip about 1996 to retrace some of the enclosure fences), it's been when there was snow on the ground and mostly focussed on condition of the fences, rather than the surrounding area – seems to me there is a RRA somewhere near the headwaters of Turnoff Creek (approx. 57 degrees 5' X 123 degrees 25')

I guess I'm mentioning this mostly for now as a heads up (maybe it's common knowledge but it was news to me) If somebody is up that way checking exclosures, maybe some of the meadows, especially the high elevation ones, in the vicinity should be checked – or is overgrazing by wildlife even our issue – or does it become our issue only if it restricts the supply of forage for our licensees?

Keith Carroll, P. Ag.

Range Agrologist

Peace Forest District

Phone: (250) 784-1225 Fax: (250) 784-0143

Mailto: Keith.Carroll@gov.bc.ca

"When the grass looks greener on the other side of the fence, it may be that they take better care of it there." - Cecil Selig



RECEIVED
FEB 26 2013
PEACE FOREST DISTRICT

File: 78420-20/ROE-CHIP

February 21, 2013

Ministry of Forests, Lands and Natural Resource Operations
Land Act/Omineca
1044 5 Avenue
Prince George BC V2L 5G4

Ministry of Forests, Lands and Natural Resource Operations
Land Act/Peace
370 10003 110 Avenue
Fort St John BC V1J 6M7

Ministry of Forests, Lands and Natural Resource Operations
Range
PO Box 2260
1 Cicada Road
Mackenzie BC V0J 2C0

Ministry of Forests, Lands and Natural Resource Operations
Range
9000 17 Street
Dawson Creek BC V1G 4A4

Dear Ministry Employees;

Re: Transfer of Guiding Territory Certificate # 701240:

Please be advised that as of February 21, 2013 the above Guiding Territory Certificate has been transferred from Dustin G. Roe to Patrick J. Chipesia of Box 3032, Buick Creek BC V0C 2R0 within the Peace and Omineca Region. Patrick J. Chipesia's new guiding territory certificate number is 701259. MU's are 7-37, 7-43, 7-57 and 7-58.

Yours truly,



Lynda Hills
Permit Officer
Permit Authorization Service Bureau

cc: Lynn Roy, Regulations Officer, Victoria

Ministry of Forests, Lands &
Natural Resource Operations

Permit & Authorization Service
Bureau

Mailing Address:
PO Box 9372 Stn Prov Govt
Victoria BC V8W 9M3

Telephone: 1-866-433-7272

Facsimile: (250) 387-1814

Website:

www.env.gov.bc.ca/pasb/index

RANGE USE PLAN

The Minister, pursuant to Section 37 of the *Forest and Range Practices Act*, has determined that this range use 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: Pink Mountain Guiding and Outfitting Inc.	RANGE AGREEMENT: RAN076676
ADDRESS: Box 3009 Buick Creek, BC V0C 2R0	FILE #: 15700-20/ Pink Mountain
PHONE: (250) 630-2584	STOCK RANGE: Pink Mountain
FAX:	RANGE UNIT: BISON RU4072
E-MAIL:	BRAND(S) AND LOCATION: NO BRANDS REGISTERED

Submitted by  on 01 26 2016
mm dd yy

Signature of Range Agreement Holder on mm dd yy

Signature of Range Agreement Holder on mm dd yy

Signature of Range Agreement Holder on mm dd yy

Signature of Range Agreement Holder on mm dd yy

Signature of Range Agreement Holder on mm dd yy

This plan takes effect: 05 01 16
mm dd yy

This plan expires: 05 31 21
mm dd yy

Approved:  on 05 27 2016
mm dd yy

2. Grazing Schedule

Pasture Name	No. & Class of Livestock (HDSGS)	Dates of Use	Forage Demand (AUMs)	Monitoring Site & Plant Community	Range Readiness Criteria	Ave. Stubble Ht.	Browse Use (by livestock)	Est. Carrying Capacity (AUMs)	Private Land Deduction (PLD)
Pinkie Pines Area	50	March - Dec 31	499	Altai Fescue	4.5 of new leaves per tiller of 70% of plant	17 cm	25%	99 AUMs	400 AUMs (supplemental feed)
Camp Locations	Will be submitted		upon completion of		business plan implementation				

Total estimated carrying capacity with good distribution: 99 AUMs minus PLD 0 = 99 net crown. (Total crown authorized in grazing license dated January 1, 2016 is 99.)

3. Actions to Deal with Resource Features and/or Issues Identified by the Minister

Resource Feature/Issues	Actions
Maintain or achieve desired plant communities	<ul style="list-style-type: none"> - IMPLEMENT GRAZING EXCLUSION IN SENSITIVE AREAS (RIPARIAN ZONES) - FEED IN DESIGNATED FEED SITES ON TERRACE - UTILIZE FEED CONTAINMENT IN DESIGNATED FEED SITES
Prevent introduction and/or spread of invasive plants	<ul style="list-style-type: none"> - IMPLEMENT FEED TRAPS IN DESIGNATED FEED SITES - DEVELOP + IMPLEMENT RISK PLAN - DEVELOP/IMPLEMENT ANNUAL WILD MONITORING PROGRAM
Maintain proper functioning condition in riparian areas	<ul style="list-style-type: none"> - NO GRAZING / EXCORS IN RIPARIAN AREA - HORSE SALING RESTRICTED TO PRIVATE LAND
Protect known mineral licks	<ul style="list-style-type: none"> - HORSE SALING IS RESTRICTED TO PRIVATE LAND.

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued.

3. Actions to Deal with Resource Features and/or Issues Identified by the Minister (continued)

Resource Feature/Issue	Actions
Protect regenerating timber not free to grow	<ul style="list-style-type: none"> - LIMIT ACCESS TO EXISTING TRAILS ONLY - LIMIT RANGE OF ANIMALS TO DESIGNATED AREAS
Burning	<ul style="list-style-type: none"> - DEVELOP + IMPLEMENT 5-YEAR BURN PLAN
Salting	<ul style="list-style-type: none"> - WHEN SALTING, USE TRAPS AND CONTAINMENT FOR SPEC. TRANSPORT BACK TO CAMP. ENSURE TRAPS ARE PLACED IN DESIGNATED AREAS AT A CAMP LOCATION.
Bison	<ul style="list-style-type: none"> - DANGER TO LIVESTOCK, THIS KEEP LIVESTOCK IN CORRALLED AREAS - DAMAGE TO MINERAL LICKS AND OVERGRAZING, THIS DEVELOP AND IMPLEMENT 5-YEAR BURN PLAN WITH MEENRC.

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued.

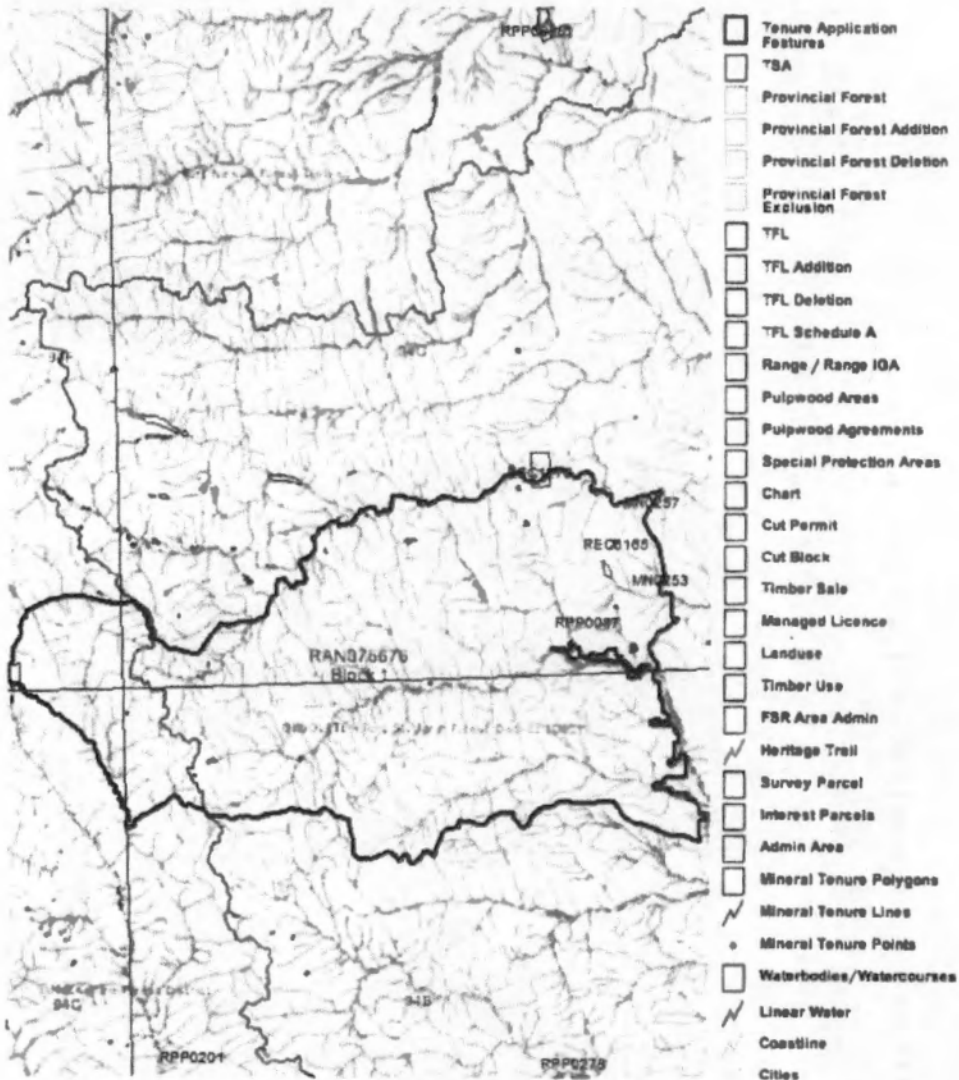
3. Actions to Deal with Resource Features and/or Issues Identified by the Minister (continued)

Resource Feature/Issue	Actions
Cabins	<p>CONSTRUCT CABINS IN DESIGNATED AREAS</p> <p>MAINTAIN BRUSH COVER ALONG CABIN AREAS USING CHAINSAW / BRUSH SAW POST-LOAF CUT CONDITIONS</p>
Air Strips	<p>NO NEW AIRSTRIPS PLANNED</p> <p>MAINTAIN BRUSH COVER W CHAINSAW / BRUSH SAW POST-LOAF CUT CONDITIONS</p>
Bison	<p>AS PER PREVIOUS PAGES</p>
Fish	<p>MAINTAIN EXISTING ^{STEEL} SPONGE STRUCTURES VIA MANUAL LABOUR IN SUMMER SEASON</p> <p>WATER LIVESTOCK FROM NOV-FISH BREEDING SEASON</p>

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued.

FTA304 - Exhibit A - Tenure Map

FILE:	RAN076676	Submitted By:	PINK MOUNTAIN GUIDING AND
FILE Type:	E01 - Grazing Licence	Submission Date:	2008-04-04
Submission Area:	356,223.7140	Submitted To:	DPC - Peace Forest District
Scale:	1:808889	Revised By:	
DATUM:	NAD 83	Revision Date:	
UTM Zone:	NOT AVAILABLE	Cascades:	
Description:	Grazing Licence Range, RAN076676; South of the Sikanni Chief River, West of the... (more)		
BCGS Reference Maps:	0948077		



<http://apps12.for.gov.bc.ca/fta/fta304TenuremapAction.do?noStack=true&updateBean.p...> 2008-03-09

Page 113 to/à Page 114

Withheld pursuant to/removed as

DUPLICATE



Ministry of
Forests, Lands and
Natural Resource Operations

Distribution: File, Licensee

Document name: G:\Project\OPS_DIV\15_Range\15700_Tenures\Licenses Clients\Pink Mountain Guiding and Outfitting Inc._RAN076676\RAN076676_Pink Mountain Guiding and Outfitting_Cover Letter_Replaceable Grazing Licence Complete_27JAN2016.docx MUIR, LISA FLNR:EX

Contact: Tyler Morhart, Range Officer

Date typed: 2016/01/27 Date last saved: 2011-01-05 1:26 pm

File: 15700-20/ Pink Mountain Guiding and Outfitting Inc./ RAN076676

January 27, 2016

Pink Mountain Guiding and Outfitting Inc.
P.O. Box 3009
Buick Creek, British Columbia
V0C 2R0

Dear Licensee:

Enclosed is your Replaceable Grazing Licence for RAN076676. This copy is for you to keep for your records.

If you have any questions please contact Lisa Muir, Resource and Contract Administrator at (250)784-1200 or Tyler Morhart, Range Officer at (250)784-1200.

Yours truly,

Lisa Muir
Resource and Contract Administrator
Peace Forest District

Enclosure(s): Replaceable Grazing Licence RAN076676



REPLACEABLE GRAZING LICENCE

For Ministry Use Only:

FILE #: 15700-20/Pink Mountain Guiding and Outfitting Inc. AGREEMENT #: RAN076676
STOCK RANGE: Pink Mountain RANGE UNIT AND #: Bison RU 4072

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA
c/o: THE DISTRICT MANAGER

of: Peace Forest District
9000 17th Street
Dawson Creek, British Columbia
V1G 4A4

("the Province")

AND: Pink Mountain Guiding and Outfitting Inc.
P.O. Box 3009
Buick Creek, British Columbia
V0C 2R0

("the Agreement Holder")

This Agreement is dated for reference this 1st day of November, 2015

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:	2016	01	01
Expiry:	2040	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 99 animal unit months ("AUMs") on the Agreement Area.

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.

Exhibit B
RANGE AGREEMENT RAN076676
Special Conditions

1. STOCKING

The Agreement Holder is reminded of the provisions of Section 46 of the *Range Act*. The Agreement Holder must ensure that at least 90% of the animal unit months specified in this agreement are used in each calendar year or have in writing a non-use agreement signed by both the district manager and the Agreement Holder. Failure to comply with this requirement may result in a reduction for unused animal unit months pursuant to Section 47 of the *Range Act*.

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


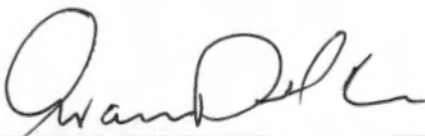
Any notices will be served in the manner provided in the *Range Act*.

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.

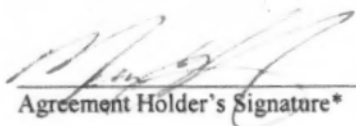


District Manager's Signature

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

Agreement Holder's Signature*

Signature of Witness

Name of Witness

* or Authorized Signatory if the Agreement Holder is a corporation



REPLACEABLE GRAZING LICENCE

For Ministry Use Only:

FILE #: **15700-20/Pink Mountain Guiding and Outfitting Inc.** AGREEMENT #: **RAN076676**
STOCK RANGE: **Pink Mountain** RANGE UNIT AND #: **Bison RU 4072**

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA
c/o: THE DISTRICT MANAGER**

of: **Peace Forest District
9000 17th Street
Dawson Creek, British Columbia
V1G 4A4**

("the Province")

AND: **Pink Mountain Guiding and Outfitting Inc.
P.O. Box 3009
Buick Creek, British Columbia
V0C 2R0**

("the Agreement Holder")

This Agreement is dated for reference this 1st day of November, 2015

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:	2016	01	01
Expiry:	2040	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 **99** animal unit months ("AUMs") on the Agreement Area.

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*.

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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.

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- (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.
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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.

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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.

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- (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.

District Manager'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

Agreement Holder's Signature*

Signature of Witness

Name of Witness

* or Authorized Signatory if the Agreement Holder is a corporation

Exhibit B
RANGE AGREEMENT RAN076676
Special Conditions

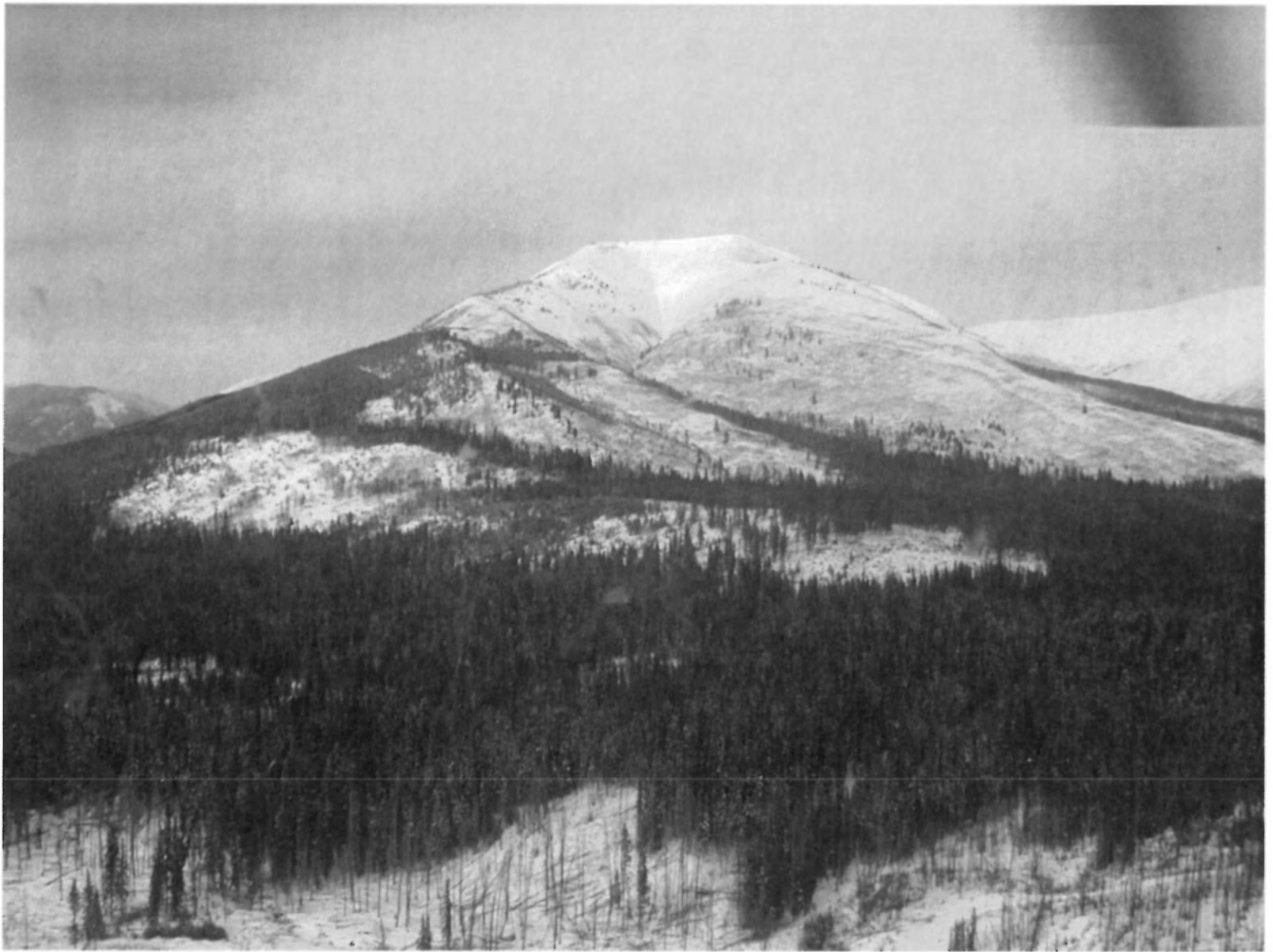
1. STOCKING

The Agreement Holder is reminded of the provisions of Section 46 of the *Range Act*. The Agreement Holder must ensure that at least 90% of the animal unit months specified in this agreement are used in each calendar year or have in writing a non-use agreement signed by both the district manager and the Agreement Holder. Failure to comply with this requirement may result in a reduction for unused animal unit months pursuant to Section 47 of the *Range Act*.



Spice
Mtn on
S. side
of Halfway
- Amador line

15 700-201
Link Mt.
Guiding
Oct. 21 '05









Page 129 to/à Page 133

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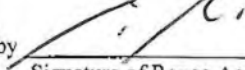
DUPLICATE

RANGE USE PLAN

The Minister, pursuant to Section 37 of the *Forest and Range Practices Act*, has determined that this range use 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.

This range use plan is associated with the following range agreement.

NAME: <i>Pink Mountain Guide/Outfitters Inc.</i>	RANGE AGREEMENT: <i>RAW 076676</i>
ADDRESS: <i>Box 3009, Buick, BC V6C 2R0</i>	FILE # <i>15700-20/ PINK MTN</i>
PHONE: <i>(250) 630-2584</i>	STOCK RANGE: <i>PINK MOUNTAIN</i>
FAX:	RANGE UNIT: <i>BISON R44072</i>
E-MAIL:	


* Submitted by  on _____
 Signature of Range Agreement Holder mm dd yy

This plan takes effect:

June 11 2009
 mm dd yy

This plan expires:

June 10 2014
 mm dd yy

Approved: 

on *06 15 2009*
 mm dd yy

Actions to deal with Resource Features and/or issues identified by the Minister

Page ___ of ___

Resource Feature/Issue	Actions
Maintain desired plant communities	Horses are hobbled away from the camps to maintain a uniform grazing level on forage. Burn management to maintain maintain desired plant communities for forage.
Prevent introduction and spread of invasive plants	Notify MFR of presence of invasive plants Utilize local hay bales for feed. Supplementally feed w cubes and grain
Maintain proper functioning condition in riparian areas	Horses area of high use does not include riparian areas. Horses salting areas are restricted to ranch area (Private land) + @ camps thus horses are drawn away from riparian areas
Protect known mineral licks	Horse salting areas are restricted to ranch area + @ camps thus drawing horses away from riparian areas.

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued.

Actions to deal with Resource Features and/or issues identified by the Minister

Page ___ of ___

Resource Feature/Issue	Actions
Bison	Harm / injure injure horses, damage mineral licks: working w MOF/MFR to develop + maintain a burn plan/program
Fish	Horses water from a non-fish bearing stream
Heritage Cultural Heritage	Pack trails + grazing sites are situated / chosen away from cultural heritage sites

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued

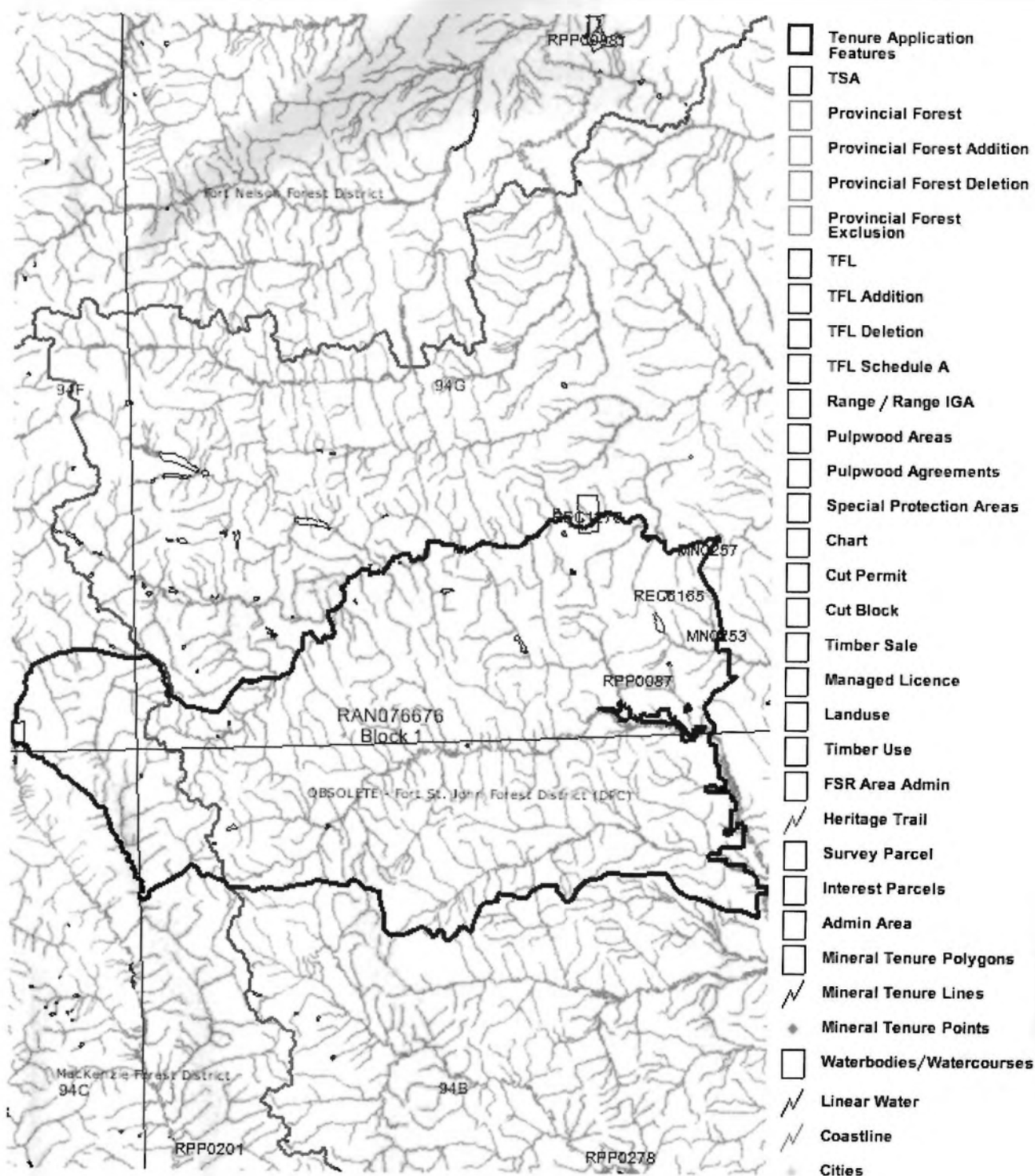
Camp Name or Pasture area	No. of horses	Dates of use	Monitoring site & plant community	Grazing Schedule					Private land deduction
				Range readiness criteria # of new leaves per tiller on 70% of plants	Avg. stubble height end of grazing season	Max % browse use (by domestic stock)	Est. carrying capacity (AUMs)		
Range Tenure Area	50	May 1 - Dec. 31	#6 Altas FISCUE	# 4.5	# 17cm	25%		400 AUMs supplemental feed	
Camp Locations to be identified in schedule X						25%			
						25%			
						25%			
						25%			

Total estimated carrying capacity with good distribution: _____ AUMs

- * Plant 10 to be completed
- * Monitoring site to be set up.

FTA304 - Exhibit A - Tenure Map

FILE:	RAN076676	Submitted By:	PINK MOUNTAIN GUIDING AND
FILE Type:	E01 - Grazing Licence	Submission Date:	2006-04-04
Submission Area:	356,223.7140	Submitted To:	DPC - Peace Forest District
Scale:	1:808889	Revised By:	
DATUM:	NAD 83	Revision Date:	
UTM Zone:	NOT AVAILABLE	Cascades:	
Description:	Grazing Licence Range, RAN076676; South of the Sikanni Chief River, West of the... (more)		
BCGS Reference Maps:	094B077		



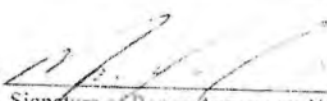
RANGE USE PLAN

The Minister, pursuant to Section 37 of the *Forest and Range Practices Act*, has determined that this range use 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: Pink Mountain Guiding and Outfitting Inc.	RANGE AGREEMENT: RAN076676
ADDRESS: Box 3009 Buick Creek, BC V0C 2R0	FILE #: 15700-20/ Pink Mountain
PHONE: (250) 630-2584	STOCK RANGE: Pink Mountain
FAX:	RANGE UNIT: BISON RU4072
E-MAIL:	BRAND(S) AND LOCATION: <i>See attached map</i>

Submitted by  on 01 26 2016
 Signature of Range Agreement Holder mm dd yy

 Signature of Range Agreement Holder on mm dd yy

 Signature of Range Agreement Holder on mm dd yy

 Signature of Range Agreement Holder on mm dd yy

 Signature of Range Agreement Holder on mm dd yy

 Signature of Range Agreement Holder on mm dd yy

This plan takes effect: 05 01 16
 mm dd yy

This plan expires: 05 31 21
 mm dd yy

Approved:  on 05 27 2016
 mm dd yy

2. Grazing Schedule

Pasture Name	No. & Class of Livestock (HDS/CU)	Dates of Use	Forage Demand (AUMs)	Monitoring Site & Plant Community	Range Readiness Criteria	Ave. Stubble Ht.	Browse Use (by livestock)	Est. Carrying Capacity (AUMs)	Private Land Deduction (PLD)
Unit 1, Block 1, Section 1, Township 1N, Range 1E	150	10/1/16 - 12/31/16	499	Altai Fescue	4.5 of new leaves per tiller of 70% of plant	17 cm	25%	99 AUMs	400 AUMs (supplemental feed)
Unit 2, Block 2, Section 2, Township 1N, Range 1E	150	10/1/16 - 12/31/16	499	Altai Fescue	4.5 of new leaves per tiller of 70% of plant	17 cm	25%	99 AUMs	400 AUMs (supplemental feed)
Unit 3, Block 3, Section 3, Township 1N, Range 1E	150	10/1/16 - 12/31/16	499	Altai Fescue	4.5 of new leaves per tiller of 70% of plant	17 cm	25%	99 AUMs	400 AUMs (supplemental feed)
Unit 4, Block 4, Section 4, Township 1N, Range 1E	150	10/1/16 - 12/31/16	499	Altai Fescue	4.5 of new leaves per tiller of 70% of plant	17 cm	25%	99 AUMs	400 AUMs (supplemental feed)
Unit 5, Block 5, Section 5, Township 1N, Range 1E	150	10/1/16 - 12/31/16	499	Altai Fescue	4.5 of new leaves per tiller of 70% of plant	17 cm	25%	99 AUMs	400 AUMs (supplemental feed)
Unit 6, Block 6, Section 6, Township 1N, Range 1E	150	10/1/16 - 12/31/16	499	Altai Fescue	4.5 of new leaves per tiller of 70% of plant	17 cm	25%	99 AUMs	400 AUMs (supplemental feed)
Unit 7, Block 7, Section 7, Township 1N, Range 1E	150	10/1/16 - 12/31/16	499	Altai Fescue	4.5 of new leaves per tiller of 70% of plant	17 cm	25%	99 AUMs	400 AUMs (supplemental feed)
Unit 8, Block 8, Section 8, Township 1N, Range 1E	150	10/1/16 - 12/31/16	499	Altai Fescue	4.5 of new leaves per tiller of 70% of plant	17 cm	25%	99 AUMs	400 AUMs (supplemental feed)
Unit 9, Block 9, Section 9, Township 1N, Range 1E	150	10/1/16 - 12/31/16	499	Altai Fescue	4.5 of new leaves per tiller of 70% of plant	17 cm	25%	99 AUMs	400 AUMs (supplemental feed)
Unit 10, Block 10, Section 10, Township 1N, Range 1E	150	10/1/16 - 12/31/16	499	Altai Fescue	4.5 of new leaves per tiller of 70% of plant	17 cm	25%	99 AUMs	400 AUMs (supplemental feed)

Total estimated carrying capacity with good distribution: 99 AUMs minus PLD 0 = 99 net crown. (Total crown authorized in grazing license dated January 1, 2016 is 99.)

3. Actions to Deal with Resource Features and/or Issues Identified by the Minister

Resource Feature/Issues	Actions
Maintain or achieve desired plant communities	<ul style="list-style-type: none"> - Prevent invasive introduction to desired plant communities - Prevent the introduction of invasive plants - Prevent the introduction of invasive plants in designated plant areas
Prevent introduction and/or spread of invasive plants	<ul style="list-style-type: none"> - Prevent the introduction of invasive plants - Prevent the introduction of invasive plants - Prevent the introduction of invasive plants
Maintain proper functioning condition in riparian areas	<ul style="list-style-type: none"> - No grading / removal of vegetation - No grading / removal of vegetation
Protect known mineral licks	<ul style="list-style-type: none"> - No grading / removal of vegetation

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued.

3. Actions to Deal with Resource Features and/or Issues Identified by the Minister (continued)

Resource Feature/Issue	Actions
Protect regenerating timber not free to grow	<p>1. Establish a buffer zone around the timber.</p> <p>2. Implement a monitoring program to ensure the timber is not free to grow.</p>
Burning	<p>1. Develop a burning plan that includes a risk assessment.</p> <p>2. Implement the burning plan.</p>
Salting	<p>1. Develop a salting plan that includes a risk assessment.</p> <p>2. Implement the salting plan.</p>
Bison	<p>1. Develop a bison management plan that includes a risk assessment.</p> <p>2. Implement the bison management plan.</p>

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued.

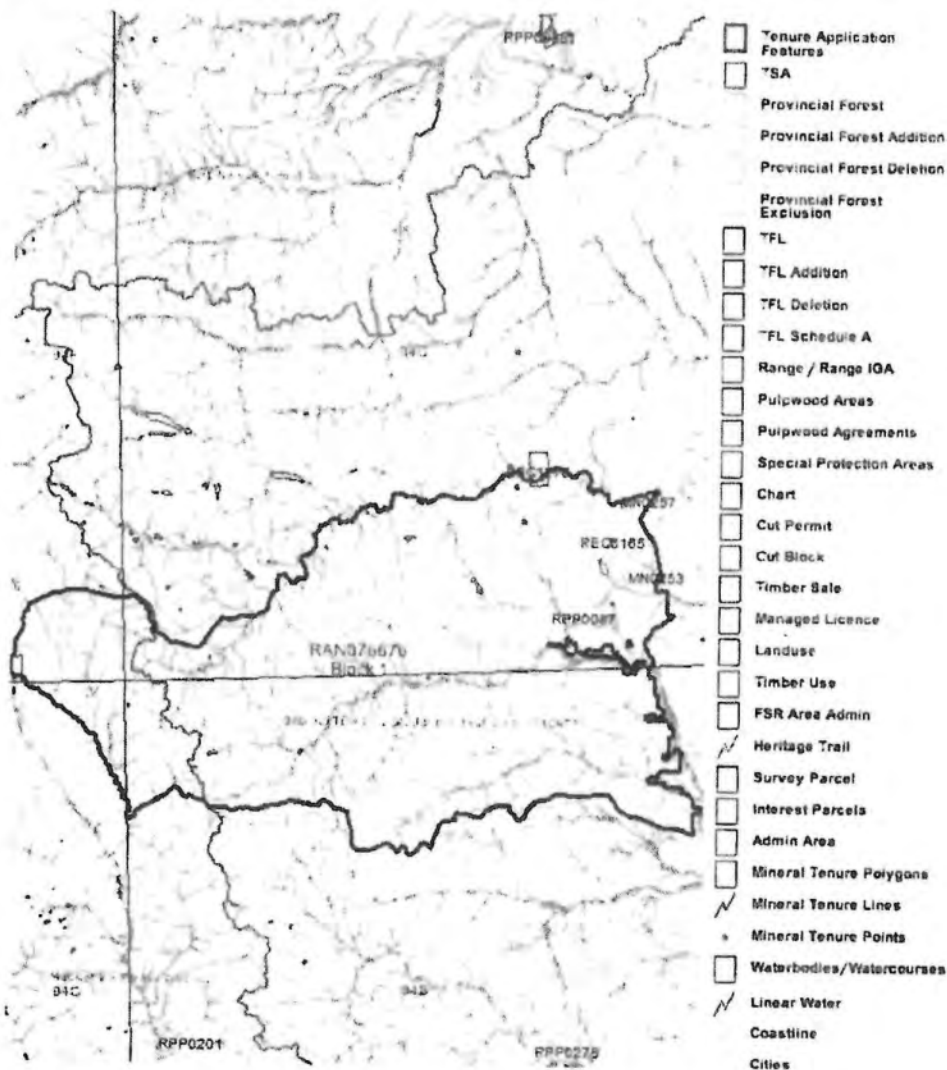
3. Actions to Deal with Resource Features and/or Issues Identified by the Minister (continued)

Resource Feature/Issue	Actions
Cabins	<p>REPAIR/REPLACE CABINS AS REQUIRED</p> <p>MAINTAIN BRUSH</p> <p>REPAIR/REPLACE BRUSH AS REQUIRED</p>
Air Strips	<p>REPAIR/REPLACE AIR STRIPS AS REQUIRED</p> <p>REPAIR/REPLACE AIR STRIPS AS REQUIRED</p> <p>REPAIR/REPLACE AIR STRIPS AS REQUIRED</p>
Bison	<p>REPAIR/REPLACE BISON AS REQUIRED</p> <p>REPAIR/REPLACE BISON AS REQUIRED</p> <p>REPAIR/REPLACE BISON AS REQUIRED</p>
Fish	<p>REPAIR/REPLACE FISH AS REQUIRED</p> <p>REPAIR/REPLACE FISH AS REQUIRED</p> <p>REPAIR/REPLACE FISH AS REQUIRED</p>

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued.

FTA304 - Exhibit A Tenure Map

FILE:	RAN076676	Submitted By:	PINK MOUNTAIN GUIDING AND
FILE Type:	E01 - Grazing Licence	Submission Date:	2006-04-04
Submission Area:	356,223.7140	Submitted To:	DPC - Peace Forest District
Scale:	1:808889	Revised By:	
DATUM:	NAD 83	Revision Date:	
UTM Zone:	NOT AVAILABLE	Cascades:	
Description:	Grazing Licence Range, RAN076676; South of the Sikanni Chief River, West of the (more)		
BCGS Reference Maps:	094B077		



<http://apps12.for.gov.bc.ca/fta/fta304TenuremapAction.do?noStack=true&updateBean.p...> 2008-03-09

number	Class	Dates in/out		Unit/ pasture	Days	Proportion	AUM's
lvstk	lvstk	e.g. Jun-01				(A.U)	total
10	Horse	Jul-20	Aug-01		13	1.25	5
15	Horse	Aug-01	Sep-01		32	1.25	20
36	Horse	Sep-01	Oct-20		50	1.25	74
					1	1	0
					1	1	0
					1	1	0
					1	1	0
					1	1	0
					1	1	0
					1	1	0
					1	1	0
					1	1	0

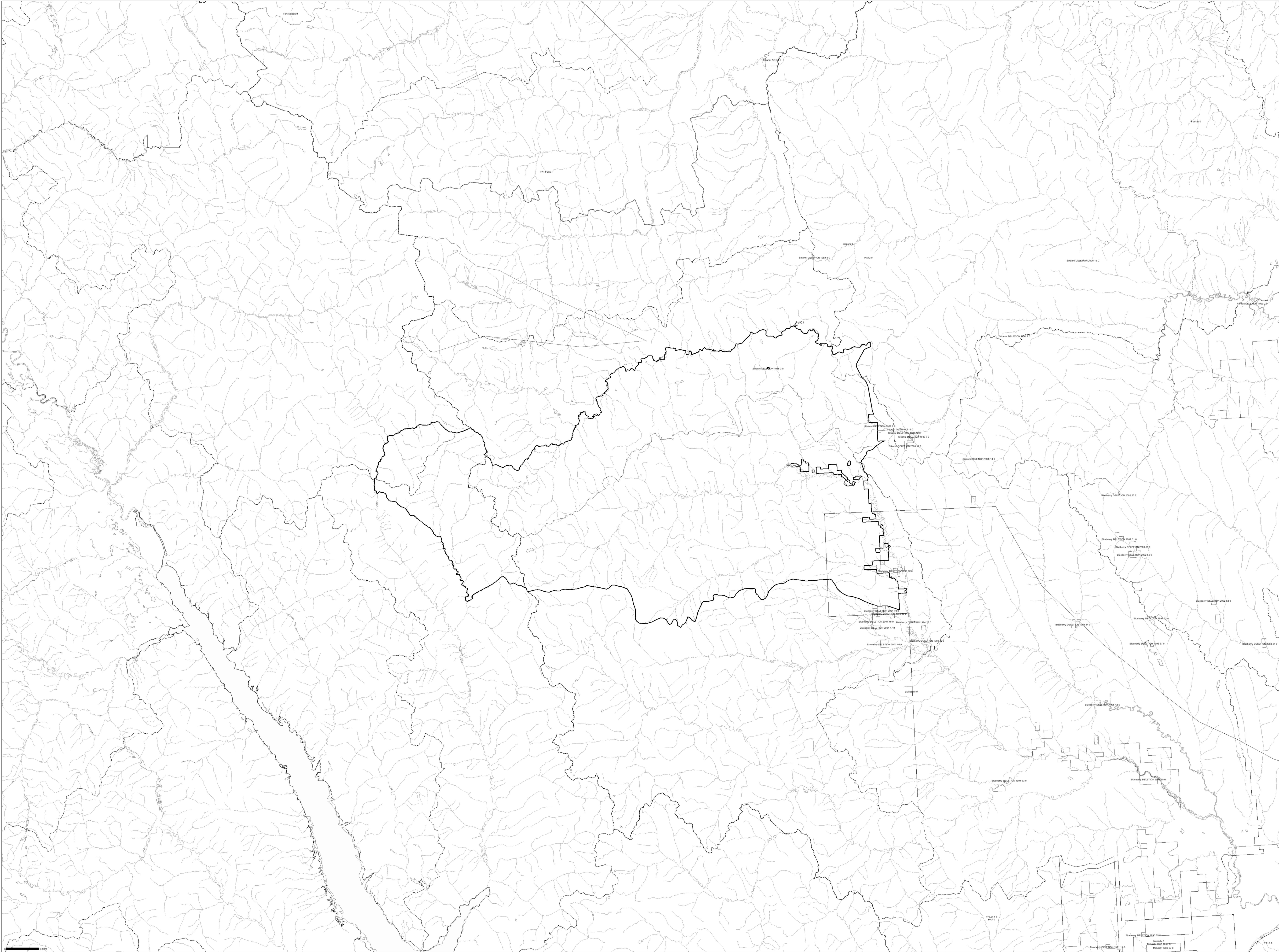
99

Pink Mt. '06-'09

PLD %	PLD AUMs	Net Crown AUMs
	0	5
	0	20
	0	74
	0	0
	0	0
	0	0
	0	0
	0	0
	0	0
	0	0
	0	0
	0	0
	0	99



MAP OF : RAN076676 Amendment #12721 (shown in bold black)			
FOREST REGION : RNI FOREST DISTRICT : DPC	TSA : PAG12 0 LAND DISTRICT : PEACE RIVER DISTRICT	PULPWOOD AGREEMENT : PAG12 0	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 40
ESF SUBMISSION ID : 741806 BCGS MAPSHEET NO : 94B.095	SCALE : 1:250000 at E Size Area (Ha): 355644.4236	UTM : 10 NAD : NAD83	DRAWN BY : FTA DATE : Nov 12, 2009



Legend

Tenure Application

Tenure Road Application

Retired Tenure Road

P of C

P of T

Tenure Feature

Range

TFL

Provincial Forest

Forest Service Road

Highway

Municipal Road

Non Status Road

Recreation Trails

Road Permit

SUP Road

Right of Way

Schedule B CP Road

Mineral Tenure Points

Cities

Waterbodies

River/Stream

Coastline / Island

1 (355644.4236 Ha)
PolC1 UTM10 504420, 6347711
PolC2 UTM10 499285, 6339606
PolC3 UTM10 504733, 6322042
PolC4 UTM10 514014, 6321338
PolC5 UTM10 511579, 6319638
PolC6 UTM10 514619, 6317828
PolC7 UTM10 513605, 6317881
PolC8 UTM10 507163, 6319644
PolC9 UTM10 516384, 6303983

Page 150 to/à Page 153

Withheld pursuant to/removed as

DUPLICATE

Exhibit B
RANGE AGREEMENT RAN076676
Special Conditions

1. STOCKING

The Agreement Holder is reminded of the provisions of Section 46 of the *Range Act*. The Agreement Holder must ensure that at least 90% of the animal unit months specified in this agreement are used in each calendar year or have in writing a non-use agreement signed by both the district manager and the Agreement Holder. Failure to comply with this requirement may result in a reduction for unused animal unit months pursuant to Section 47 of the *Range Act*.

Page 155

Withheld pursuant to/removed as

DUPLICATE

2. Grazing Schedule

Pasture Name	No. & Class of Livestock (HORSES)	Dates of Use	Forage Demand (AUMs)	Monitoring Site & Plant Community	Range Readiness Criteria	Ave. Stubble Ht.	Browse Use (by livestock)	Est. Carrying Capacity (AUMs)	Private Land Deduction (PLD)
Pink & Tan Area	50	MAY - DEC 31	499	Altai Fescue	4.5 of new leaves per tiller of 70% of plant	17 cm	25%	99 AUMs	400 AUMs (supplemental feed)
CAMP LOCATIONS	WILL BE SUBMITTED UPON COMPLETION OF BUSINESS PLAN IMPLEMENTATION.								

Total estimated carrying capacity with good distribution: 99 AUMs minus PLD 0 = 99 net crown. (Total crown authorized in grazing license dated January 1, 2016 is 99.)

3. Actions to Deal with Resource Features and/or Issues Identified by the Minister

Resource Feature/Issues	Actions
Maintain or achieve desired plant communities	<ul style="list-style-type: none"> - IMPLEMENT GRAZING EXCLUSION ON SENSITIVE AREAS (RIPARIAN ZONES) - FEED IN DESIGNATED FEED SITES ON TERRITORY - UTILIZE FEED CONTAINMENT IN DESIGNATED FEED SITES
Prevent introduction and/or spread of invasive plants	<ul style="list-style-type: none"> - IMPLEMENT FEED TYPES IN DESIGNATED FEED SITES - DEVELOP + IMPLEMENT BURN PLAN - DEVELOP/IMPLEMENT NOXIOUS WEED MONITORING PROGRAM.
Maintain proper functioning condition in riparian areas	<ul style="list-style-type: none"> - NO GRAZING/FEEDING IN RIPARIAN AREA - HORSE SALING RESTRICTED TO PRIVATE LAND
Protect known mineral licks	<ul style="list-style-type: none"> - HORSE SALTING IS RESTRICTED TO PRIVATE LAND.

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued.

3. Actions to Deal with Resource Features and/or Issues Identified by the Minister (continued)

Resource Feature/Issue	Actions
Protect regenerating timber not free to grow	<ul style="list-style-type: none"> - LIMIT ACCESS TO EXISTING TRAILS ONLY - LIMIT RANGE OF ANIMALS TO DESIGNATED AREAS
Burning	<ul style="list-style-type: none"> - DEVELOP + IMPLEMENT 5 YEAR BURN PLAN
Salting	<ul style="list-style-type: none"> - WHEN CARING, USE TARPS AND CONTAINMENT FOR SAFE TRANSPORT BACK TO CAMP. ENSURE TARPS ARE PLACED IN DESIGNATED SITES AT A CAMP LOCATION.
Bison	<ul style="list-style-type: none"> - DANGER TO LIVESTOCK, THUS KEEP LIVESTOCK IN CORRALLED AREAS - DAMAGE TO MINERAL LICKS AND OVERGRAZING, THUS DEVELOP AND IMPLEMENT 5 YEAR BURN PLAN WITH MELNRO.

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued.

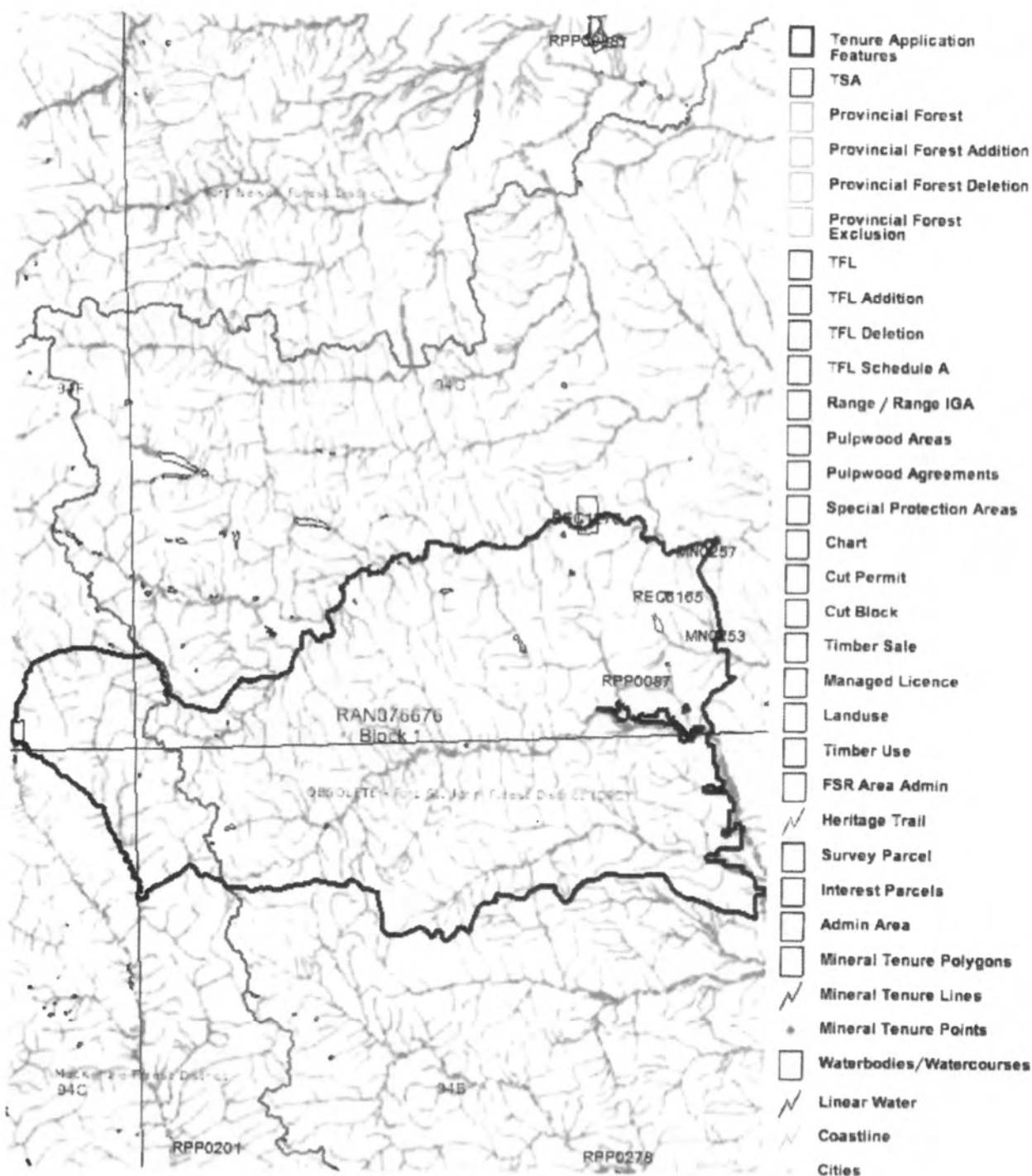
3. Actions to Deal with Resource Features and/or Issues Identified by the Minister (continued)

Resource Feature/Issue	Actions
Cabins	<ul style="list-style-type: none"> - CONSTRUCT CABINS IN DESIGNATED AREAS - MAINTAIN BRUSH COURSE AROUND CABIN AREAS USING CHAINSAWS / BRUSHSAWS POST-LEAF-CUT CONDITIONS
Air Strips	<ul style="list-style-type: none"> - NO NEW AIRSTRIPS PLANNED - MAINTAIN BRUSH COURSE W CHAINSAWS / BRUSHSAWS POST-LEAF-CUT CONDITIONS
Bison	<ul style="list-style-type: none"> AS PER PREVIOUS PAGES
Fish	<ul style="list-style-type: none"> - MAINTAIN EXISTING ^{STREAM} CROSSING STRUCTURES VIA MANUAL LABOUR IN SUMMER SEASON - WATER LIVESTOCK FROM NON-FISH BEARING STREAM

Approval of this range use plan is not an approval to construct. An on-site inspection may be required before a letter of authorization can be issued.

FTA304 - Exhibit A - Tenure Map

FILE:	RAN076676	Submitted By:	PINK MOUNTAIN GUIDING AND
FILE Type:	E01 - Grazing Licence	Submission Date:	2006-04-04
Submission Area:	356,223.7140	Submitted To:	DPC - Peace Forest District
Scale:	1:808889	Revised By:	
DATUM:	NAD 83	Revision Date:	
UTM Zone:	NOT AVAILABLE	Cascades:	
Description:	Grazing Licence Range, RAN076676; South of the Sikanni Chief River, West of the... (more)		
BCGS Reference Maps:	094B077		



<http://apps12.for.gov.bc.ca/fta/fta304TenuremapAction.do?noStack=true&updateBean.p...> 2008-03-09



Ministry of
Forests, Lands and
Natural Resource Operations

File: 15700-20/Pink Mountain Guiding and Outfitting Inc. / RAN076676

June 1, 2016

Pink Mountain Guiding and Outfitting Inc.
Box 3009
Buick Creek, British Columbia
V0C 2R0

Dear Licensee:

Enclosed is your Range Use Plan for Grazing Licence RAN076676. This copy is for you to keep for your records.

If you have any questions please contact Marika Cameron., Agrologist or Tyler Morhart, Range Officer at (250) 784-1200.

Yours truly,

Diana Hart
Resource and Contract Administrator
Peace Natural Resource District

Enclosure(s): Range Use Plan RAN076676
Exhibit A Map



Ministry of
Forests, Lands and
Natural Resource Operations

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Yours truly,

Diana Hart
Resource and Contract Administrator
Peace Natural Resource District

Enclosure(s): Range Use Plan RAN076676
Exhibit A Map



Ministry of
Forests, Lands and
Natural Resource Operations

File: 15700-20/ Pink Mountain Guiding and Outfitting Inc./ RAN076676

January 27, 2016

Pink Mountain Guiding and Outfitting Inc.
P.O. Box 3009
Buick Creek, British Columbia
V0C 2R0

Dear Licensee:

Enclosed is your Replaceable Grazing Licence for RAN076676. This copy is for you to keep for your records.

If you have any questions please contact Lisa Muir, Resource and Contract Administrator at (250)784-1200 or Tyler Morhart, Range Officer at (250)784-1200.

Yours truly,

Lisa Muir
Resource and Contract Administrator
Peace Forest District

Enclosure(s): Replaceable Grazing Licence RAN076676

**MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
DECISION NOTE**

Date: May 18, 2016
Date of previous note: N/A
File: RAN076676
CLIFF/tracking #: N/A

PREPARED FOR: Greg Van Dolah

ISSUE: PROPOSED RANGE USE PLAN ON RAN076676 (Pink Mountain Guiding and Outfitting Inc.)

Remarks:

Pursuant to Section 32 of the *Forest and Range Practices Act*, a Range Use Plan for **RAN076676** has been submitted by the tenure holders, **Pink Mountain Guiding and Outfitting Inc.**. The Minister, or District Manager to whom the authority has been delegated, must approve a Range Use Plan if the plan is consistent with the agreement under the *Range Act* that pertains to the plan, and conforms to the *Forest and Range Practices Act*, regulations, and standards, as specified in Section 37 of the *Forest and Range Practices Act*.

The Range Use Plan is based on the Range Supply Review. The forage demand (99 AUMs) specified in this Range Use Plan is within the current net Crown capacity, which is currently 99 AUMs.

Several resource features and issues were identified with the above note grazing licence area. I am satisfied with the actions the agreement holder has committed to in the Range Use Plan to mitigate any adverse effects associated with grazing.

First Nations have been consulted on this Range Use Plan. Halfway River First Nation submitted concerns around the use of this tenure for cattle. As outlined in the range use plan, the licensee will only be running horses on this tenure.

OPTIONS:

Option 1: Approve the proposed Range Use Plan

Implications: Tenure holder is approved for a 5 year period.

Option 2: Refuse the proposed Range Use Plan

Implications: Further actions required from tenure holder.

RECOMMENDATION:

Option 1: Approve the proposed Range Use Plan

_____/_____
DECISION & SIGNATURE
Greg van Dolah
District Manager

DATE SIGNED

Attachments: Range Use plan prepared by tenure holder

SDM Contact:
*Greg Van Dolah,
District Manager
FLNRO Integrated
Resource Operations
Division, Peace Natural
Resource District
Phone: 250 784 1200*

Alternate Contact:
*Marianne Johnson
Resource Manager
MFLNRO Integrated
Resource Operations
Division, Peace Natural
Resource District
Phone: 250 784 1245*

Prepared by:
*Marika Cameron,
Range Agrologist
FLNRO Integrated
Resource Operations
Division, Peace Natural
Resource District
Phone: 250 784-1293*

From: [Muir, Lisa FLNR:EX](#)
To: [Peesker, Stephanie FLNR:EX](#)
Subject: FW: Grazing Licence for Pink Mountain
Date: Wednesday, January 27, 2016 7:19:36 AM
Attachments: [Scan0713.pdf](#)
[image005.jpg](#)
[image006.jpg](#)

This is the one I printed off and gave you yesterday. Just thought you might like the email to go with it just in case.



Lisa Muir

Resource and Contract Administrator
British Columbia Ministry of Forests Lands and Natural Resource Operations
Phone: (250)784-1243
Fax: (250)784-0143
Email: lisa.muir@gov.bc.ca

flnro_500x122.jpg



ONLY PRINT THIS EMAIL IF NECESSARY

From: BRFN Reception [<mailto:reception@blueberryfn.ca>]

Sent: Tuesday, January 26, 2016 2:59 PM

To: Muir, Lisa FLNR:EX

Cc: Cici Sterritt; Chief Marvin Yahey; Norma Pyle

Subject: Re: Grazing Licence for Pink Mountain

Good afternoon Lisa,

Attached is the signed grazing licence documents for Pink Mountain Guiding and Outfitting from Lands Manager, Norma Pyle.

Thank you

Lenora

From: [Muir, Lisa FLNR:EX](#)
To: [Peesker, Stephanie FLNR:EX](#); [Cameron, Marika FLNR:EX](#)
Subject: FW: Grazing License and Range Use Plan
Date: Tuesday, January 26, 2016 8:59:37 AM
Importance: High

Could one of you please copy her previous RUP and email it to her ASAP? She says she has everything else.

Thank you,

Lisa Muir
Resource and Contract Administrator
British Columbia Ministry of Forests Lands and Natural Resource Operations
Phone: (250)784-1243
Fax: (250)784-0143
Email: lisa.muir@gov.bc.ca
ONLY PRINT THIS EMAIL IF NECESSARY

-----Original Message-----

From: Muir, Lisa FLNR:EX
Sent: Monday, January 25, 2016 7:58 AM
To: 'Norma Pyle'
Subject: RE: Grazing License and Range Use Plan
Importance: High

Good morning Norma,

We do need this back ASAP as we need to start First Nation Consultation. Wednesday next week would be pushing it as we are sending the package out on February 4th and the Range Agrologists do need to review it to ensure it is sufficient (often this requires going back and forth between parties). If you could have it to us Tuesday Feb 2nd that would be the very latest.

Anything received after February 2nd will not be consulted on and therefore the tenure holders that submitted late will not be able to use the tenure for the 2016 grazing season.

I hope you can submit it in time!

Thank you,

Lisa Muir
Resource and Contract Administrator
British Columbia Ministry of Forests Lands and Natural Resource Operations
Phone: (250)784-1243
Fax: (250)784-0143
Email: lisa.muir@gov.bc.ca
ONLY PRINT THIS EMAIL IF NECESSARY

-----Original Message-----

From: Norma Pyle [<mailto:npyle@blueberryfn.ca>]
Sent: Friday, January 22, 2016 3:34 PM
To: Muir, Lisa FLNR:EX
Subject: Grazing License and Range Use Plan

Good afternoon Lisa,

This email is a follow up to the voice mail I sent you this afternoon regarding the subject. Is there a deadline to have

this in? If so, when and can I please complete by Wednesday of next week? I have just started as the Lands Manager for the licence holder and was sent this just now. Some time would be very helpful.

Respectfully,
Norma Pyle



1300 Bullmoose Way
Osoyoos, BC V0H 1V6
250 486 0006
GST#805522489

Management Plan Lily East
December 1, 2016

A handwritten signature in black ink, appearing to be "A. Erickson", written over a horizontal line.

Date DECEMBER 1, 2016

Adrian Erickson
President, Springbuck Inc.

Management Plan

Kobes East

Please describe the details of your project to the extent known. Consult the guidance document for further information on regulatory requirements, rational for why the information is required, and how to find required information.

The scope and the timing for response will be provided. If information is requested and not received, it may result in the disallowance of the application.

Information on these topics may be required as part of the application processing and if further detail is necessary that is not part of the application and management plan received, you will be contacted and requested to provide additional information. In some circumstances, the use of a qualified professional to complete the plan may be required.

1.0 Background

1.1 Project Overview

Describe project for which authorization is requested, including construction and/or phased development details:

Our project entails the development of a sand and gravel quarry whereby sand and gravel will be excavated with a screening and crushing plant on site intermittently to process sand and gravel. As well, we propose the storage on site of sand and gravel for use by the Ministry of Transportation and Public Works, as well as Oil and Gas Exploration Companies for their roads. The proposed quarry is located on a 2 year old cut block - please see "Kobes East Aerial Pictures". Stripping and grubbing of this area, would commence in the summer, 2017.

The overburden is very shallow; any top soil to 1" below rooting depth would be stock piled separately from subsoils. The access road turns off the Harold Ellis Road at Km 8, which joins the Mile 95 Halfway River Road at km 39. We propose to screen and crush in the time frame of June 15th to September 15th. The gravel, of average quality, is a thick seam, and combined with the fact that the whole area is a very recent cut block, we plan only to open .5 ha at a time and complete reclamation concurrently.

It is anticipated that we would only be active on a .5 ha portion at any given time, and would conduct reclamation once .5 ha was completed, with some of the newly stripped soils being used to reclaim as we go.

1.2 Investigative Work

If any preliminary investigative work has been carried out, with or without an investigative authorization, provide details on work completed, incomplete or on-going from previous term.



Activity	Brief Description of Activity	Status (e.g. Complete, incomplete, ongoing)	Comments / Milestones
Site Reconnaissance	Walked all portions of the area, a 2 year old cut block completely cleared.	complete	Good quality gravel evident within .5 of a meter of the surface in many areas
Depth of Overburden & Gravel	tested with hand auger, and an excavator. as well visually.	complete	over burden from .4 to .8 meter in depth. Gravel is > 6 m in depth and of average quality.
Depth to Water Table	Tested with an excavator; examined nearby Suncor Pit.	complete	Water table > 9 meters below surface.


Activity	Brief Description of Activity	Status (e.g. Complete, incomplete, ongoing)	Comments / Milestones
Researching Archaeological Sites	The area does not have a high potential for Archaeological Sites, as well is a very recent cut block with no undisturbed areas on the whole proposed quarry.	ongoing	There appears to be limited archaeological potential in the area. However, if an archaeological site were unearthed during our construction or operational stage, we would immediately cease operations and call the Archaeology Branch at 250 953 3334 for direction.
Add Row			

1.3 Confirmation of Safety Plan

Your Project must meet the Occupational Health and Safety (OHS) criteria set out by WorkSafe BC. Does your Project meet these criteria?

☒ Yes ☐ No

5.2.3 First Nations Consultation

Describe any contact you may have had, including the name of the First Nation(s) and representatives contacted. 

I have met with Sandra Field and Bernice Lily of the Lands Department at the Halfway First Nation band office on November 28th, and we reviewed and discussed. Rosslyn Notseta was out of the office and I left a package for her.

2.0 Location

2.1 Description

Provide a general description of the location of the project:



The project is located north west of Fort St John (approx. 130 km by road), just east of Km 8 on the Harold Ellis Road which is at km 39 of the Mile 95 Halfway River Road, which meets Highway 97 (Alaska Hwy) at Mile 95.

The topography is the top of a ridge that has been very recently clear cut - please see "Kobes East Aerial Pictures"; is slightly undulating, with little growth of any description.

The nearest residence is 7 km away.

2.2 Location Justification

Provide your reasons/justification of the need for this type of project at this location:



There is a significant shortage of aggregates in the general area from north of Fort St John to nearly Prophet River on the Alaska Hwy 97, and more specifically, a great shortage of good quality sand and gravel used in the production of asphalt. In the more immediate area, The North Ellis road is planned on being extended to tie into the Gundy network of Roads (Mile 109 and Mile 120) road systems that head south west from north of Wonowon. Limited amounts of good quality sand and gravel available in the immediate area. New reserves of aggregates must be developed to meet the demands by Ministry of Transportation and Public Works, as well as the many Resource Company requirements.

Discussions with Ministry of Transportation and Public Works have confirmed the shortage of aggregates in the region, and possibly is one of the reasons that several BC government studies on aggregate supplies have been initiated in the N.E. BC region.

The ongoing development of many roads and plant sites in the immediate area by several Natural Gas Resource companies, as well as the ongoing passing lane and service roads on the Alaska Hwy, combined with the major repaving projects by Public Works on Highway 97 over the next 5 years, as well as for winter sanding operations, is creating a further demand for very limited sand and gravel supplies, which at times are being hauled in from over 100 km away.

2.3 Seasonal Expectations of Use

When will the Project require use of the land? Include information on key works during construction phases as well as operations phase. Please reference [reduced risk fish windows](#) as required by DFO:



Project Phase (Construction / Operations)	Brief Description of Activity / Works	Season
Construction	Grubbing & Stripping	*Summer - 2017
Construction	Site Preparation	*Summer - 2017
Operations	Crushing of Gravel	*Summer - 2017 Expect screening and crushing operations to occur June 15th to September 15th each year.
*There are no streams, water courses, wetlands, or old water channels on site.	N/A	*supports "reduced risk fish windows", no water from this site can reach any stream.

Add Row

3.0 Infrastructure and Improvements

3.1 New Facilities and Infrastructure

Detail any new facilities, infrastructure or processes proposed and any ancillary uses. Provide details of planned construction methods and materials, and construction scheduling.

Facility/Infrastructure/Process	Construction Methods/Materials	Construction Schedule
No facilities will be constructed		June-July 2017
Add Field		

3.2 Access

Identify existing and proposed roads used for access and their use by season. Include any proposed connections to public or Forest Service Roads; traffic information including volume of traffic during construction/operation and phase or season that the traffic is expected:



Roadway/Proposed Connection	Existing/Proposed	Existing Road Classification	Road Permittee Information and Road Use Agreements	Traffic Volume		Mitigation of Traffic Effects
				Construction Phase	Operations Phase	
Access road off of Harold Ellis Road that joins Mile 95 Halfway River road at km 39	Existing	Canfor access trail		1 vehicle X 7 days, in and out each day	1vehicle X 21 days, in and out each day.	Not expected to materially effect present traffic volumes. All vehicles would use caution and be equipped with 2 way radios and complete the properly instituted radio positional checks; all traffic expected to be in daylight hours.
Add Field						

3.3 Utility Requirements and Sources

Describe utility requirements and sources, include agreements in place or underway allowing access to utilities.



No Utilities will be required.

--

3.4 Water Supply

Identify water requirements for construction and operation phases (e.g. surface water and/or groundwater), including sources, location, volume and a general description of infrastructure planned to meet water supply requirements, include any agreements outside of Water Act Authorizations identified above (Section I, Authorizations, Permits or Approvals), such as Municipal water supply.

Project Phase (Construction/ Operation)	Water Requirement (e.g. Surface water or ground water, etc)	Source/location	Volume	Infrastructure Description	Agreements
Construction and Operation	Water not required other than drinking water for personnel, supplied by industrial camps in area where workers would be staying.	Open camps at Wonowon or Shepherds Inn at Mile 71.	minimal	N/A	N/A

Add Field

3.5 Waste Collection Treatment and Disposal

Identify water requirements for construction and operation phases (e.g. surface water and/or groundwater), including:



Project Phase (Construction/ Operation)	Water Requirement (e.g. Surface water or ground water, etc)	Source/location	Volume	Infrastructure Description	Agreements
Construction	Portable toilets	on site	minimal	N/A	N/A
Operation	Portable toilets	on site	minimal	N/A	N/A

Add Field

4.0 Environmental

Describe any significant impacts and proposed mitigation for the following environmental classes:

4.1 Land Impacts

4.1.1 Vegetation Removal

Is any timber removal required?

☐ Yes ☒ No

Are any areas of vegetation to be cleared, outside of timber removal?

☐ Yes ☒ No

4.1.2 Soil Disturbance

Will there be any areas of soil disturbance, including clearing, grubbing, excavation and levelling?

☒ Yes ☐ No

Disturbance Type	Impacts	Proposed Mitigations
Grubbing and Stripping	Limited soils on site, but will be stock piled, any top soil will be piled separate from sub soils	Low erosion potential area, any soils will be stock piled to use to reclaim and seed to a suitable forestry grass seed mixture, after .5 ha completed.
Excavation and levelling	The proposed quarry is in the middle of a large recent clear cut. Quarry is not visible from the Harold Ellis Road. Due to shallow soil and gravel prevalent near surface, limited potential for erosion.	Forest along the Harold Ellis Road, 1 km away, completely blocks any visual of the quarry. Proper channeling of any run off water will prevent any erosion. Once sub soil and top soils are placed back and reseeded, as part of the reclamation process, potential for erosion will have been removed.
Add Field		

Is the area to be excavated a Brownfield site or has the potential to be contaminated?

☐ Yes ☒ No

Is there potential for disturbance of archaeological, paleontological fossils or historical artifacts?

☐ Yes ☒ No

4.1.3 Riparian Encroachment

Will any works be completed within or adjacent to the riparian zone of any water body?

☐ Yes ☒ No



4.1.4 Pesticides and Herbicides

Will there be any use of pesticides or herbicides during construction, operations and/or maintenance?

☐ Yes ☒ No

4.1.5 Visual Impacts

Will there be any adverse effects of the projects, and any potential adverse effects on sight lines to the project area from surrounding areas likely to be used for scenic viewing by residents or other users?

☐ Yes ☒ No

4.1.6 Archaeological Sites

Are there any known or high potential (Arch Procedure) archaeological sites within the project area?

☐ Yes ☒ No

Have you conducted an AIA or engaged an archaeologist to assist with your investigations?

☐ Yes ☒ No

4.1.7 Construction Methods and Materials

Identify the types of construction materials, the methods used, their impacts, and any mitigations:

Construction Material/Method	Impacts	Mitigations
No plans for any other construction		
Add Field		

4.2 Atmospheric Impacts

4.2.1 Sound, Odor, Gas or Fuel Emissions

Will the project construction or operation cause any of the following to disturb wildlife or nearby residents:

(Best management practices for sound)

Sound? ☐ Yes ☒ No

Odor? ☐ Yes ☒ No

Gas? ☐ Yes ☒ No

Fuel Emissions? ☐ Yes ☒ No

4.3 Water or Land Covered by Water Impacts

4.3.1 Drainage Effects

Will the project result in changes to land drainage?

☐ Yes ☒ No

4.3.2 Public Access

Will the project result in changes to public access?

☐ Yes ☒ No

4.3.3 Flood Potential

Will the project result in a potential for flooding?

☐ Yes ☒ No

4.4 Fish and Wildlife Habitat Impacts

4.4.1 Disturbance to Wildlife and Wildlife Habitat

Will the project result in adverse effects to wildlife or wildlife habitat?

(BC Wildlife Act)

☐ Yes ☒ No

Will the project (construction or operations phase) occur in and around streams, lakes, estuarine or marine environments?

☐ Yes ☒ No

Is the project (construction or operations phase) likely to increase erosion or sedimentation?

☐ Yes ☒ No

Will the project (construction or operations phase) require water diversion?

☐ Yes ☒ No

Will the project threaten or endanger species at risk in the area?

Species At Risk Act

☐ Yes

☒ No

5.0 Socio-Community

5.1 Land Use

Kobes East

Describe the current community setting on or near the project area, including the location of non-aboriginal and aboriginal communities or known use areas.

The area is a resource area with significant natural gas exploration and development facilities, owned by several resource companies, and an area of intensive logging. The closest community is Wonowon (55 km away by road) which consists of a gas station/store, 2 open industrial camps and a few construction and trucking businesses. Fort St John is approx. 130 km away by road.

The Halfway River First Nation reserve is located at km 35 on the Halfway River Road, which intersects Highway 97 (Alaska Hwy) at Mile 95 to the east. By road the reserve is approximately 14 km away. The project area is a slightly undulating ridge top that was clear cut 2 years ago.

The proposed quarry area is not a known high use area for Aboriginals, however if during operations an archaeological site was uncovered, we would immediately cease operations and contact the Archaeology Branch at 250 953 3334 for direction.

5.1.1 Land Management Plans and Regional Growth Strategies

Are there any land and resource management plans, coastal plans, provincial, regional growth strategies or local government plans with zoning, or management policies or use restrictions in place that could limit or preclude your proposed use of the land? (Please refer to the Union of BC Municipalities (UBCM), and check the websites of the municipality, regional district or other organization with jurisdiction including your project area.)

☐ Yes ☒ No

5.2 Socio-Community Conditions

5.2.1 Adjacent Users or Communities

Is the project likely to restrict public access, or the ability, or the ability of adjacent land owners or tenure holder to access their property or tenures?

☐ Yes ☒ No

5.2.2 Existing Services

Provide a description any increased demand on fire protection and other health facilities and emergency services arising from your Project, including proposed management or mitigation measures.

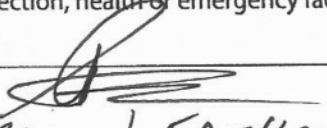


Neither the Construction stage, nor the Operational stage, should increase any significant risk of fire. The whole area has been clear cut (as well as all around) the proposed quarry. The operational stage each summer should create minimal increase demands for fire protection.

The workforce during construction would be no greater than 2 workers, and during the operational stage, 4 people on site, one vehicle driving in and out during the construction stage; 1 vehicle driving in and out each day during the Operational stage.

For any health, or other non life threatening emergencies, the worker involved would be treated by Level 3 first aid attendants, either nearby or at camp. A more serious health or accident would be handled out of Fort St John, 130 km away. As well, we would have a suitable helicopter landing site on our project, for an emergency air lift.

The limited numbers of personnel combined with the limited operational season each year should not materially effect fire protection, health or emergency facilities in the area.


ADRIAN ERICKSON, SPRINKBUCK INC.

DECEMBER 15TH, 2016

Page 180 to/à Page 182

Withheld pursuant to/removed as

DUPLICATE

FOR-10620-30/102388F / 8737 40 OPR
Cedar Weather Station

881261 - REAL PROPERTY:ACQUISITION/ADMIN./DISPOSAL -
Acquisition projects

Home Location: HISRMC - Records Management Centre

SO 07Y FR DRAFT

Date Opened: 1988-04-26 Content Start:
Date Closed: Content End:

SO Date:
Owner: FLNR TCI Forest Tenures (HTH)

Enemark, Peggy FLNR:EX

From: Enemark, Peggy FLNR:EX
Sent: Thursday, March 8, 2018 12:31 PM
To: Pepin, Mike CSNR:EX
Subject: Cedar WS Licence of Occupation Agreement (Project 8737)
Attachments: Cedar WS - Agmt dd May 14, 1993 from April 1, 1994 to March 30, 2022 with amended Map (project 8737).pdf

Hi Mike,

Please find attached our licence of occupation agreement with the Nanaimo Airport Commission date May 14, 1993 for the term April 1, 1994 to March 20, 2022.

As I mentioned, the map attached to the original agreement was replaced November 7, 1994 so I've also included that.

I trust you will find this in order.

Cheers,
Peggy

Peggy Enemark, RI(BC)
Project Coordinator
Forest Land Acquisitions, Forest Tenures Branch
Ministry of Forests, Lands, Natural Resource Operations and Rural Development
Mailing Address: PO Box 9510, Stn Prov Govt, Victoria, BC, V8W 9C2
Location Address: 2nd Floor, 1520 Blanshard Street, Victoria, BC, V8W 3K2
Phone: 250-387-8624 **Fax:** 250-356-7903

Commissioner for Taking Affidavits for British Columbia No. 2015-1304
Expires November 30, 2018



RECEIVED

93 SEP -7 PM 3:21

8737

P.O. BOX 149
3350 SPITFIRE RD.,
CASSIDY, B.C. V0R 1H0
Ph.: (604) 245-2157
Fax: (604) 245-4308

Sept 2, 1993
MINISTRY OF FORESTS
TIMBER HARVESTING BRANCH

Ministry of Forests,
Timber Harvesting Branch,
Property Services Section,
3rd Floor, 1450 Government St.,
Victoria, B.C.
V8W 3E7

Attention: Doug Harbicht,
Senior Property Negotiator

Dear Doug:

Consent to Sublease - Nanaimo Airport Commission and
the Minister of Forests - Nanaimo Airport

Attached is the Duplicate Original copy of the subject Agreement signed on behalf
of the Minister of Transport and registered in their legal registry under Consent No. 143104.

Please retain this copy for your records.

Yours truly,

D.M. Geddes, F.C.I.S., P.Adm., B.Cm.
Nanaimo Airport Manager

cc/dmg
Enclosure: (1)
file: L37L12

PRZ
W 930901

Computer under update
Sept 8/93 DJ



143104

NO. - N°

CONSENT TO A LICENCE OF OCCUPATION

between

THE NANAIMO AIRPORT COMMISSION

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the Minister of Forests

Date of Licence

- May 14, 1993

Public Work Concerned

- Nanaimo, B.C.

Description

- Licence granted pursuant to Article
12.01 of Lease No. 141353 (Pacific
3738) dated May 8, 1992.

Date of Consent

- AUG 19 1993

DEPT'L REFERENCE - RÉFÉRENCE DU MINISTÈRE
FILE NO. - N° DU DOSSIER
AKC 5156-P141-5-1

MEMORANDA - NOTES

TO WHOM IT MAY CONCERN

The Minister of Transport, hereby, pursuant to Article 12.01
of -

Lease No. 141353 (Pacific 3738) dated the eighth day of May, 1992, (hereinafter called "Lease") in which Her Majesty the Queen, represented therein by the Minister of Transport, granted to the Nanaimo Airport Commission, "all and singular those certain parcels of lands, situate, lying and being in the Province of British Columbia comprising all of the Nanaimo Airport and related facilities listed in Schedule I attached thereto EXCEPTING AND RESERVING THEREOUT AND THEREFROM: 8361.27 square metres plus 13.38 square metres, more or less, being more particularly shown on Drawing No. P141P007N012 in Schedule I aforementioned; TOGETHER with buildings and facilities as listed in the Index to Buildings and shown in Schedule I aforementioned", and which Lease was amended by an agreement supplementary thereto dated June 29, 1992, all of which will by reference thereto at length and more fully appear,

CONSENTS to the Licence dated the fourteenth day of May, 1993, annexed hereto marked "A" made between -

NANAIMO AIRPORT COMMISSION

"Lessee"

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, represented
by the Minister of Forests

"Licensee"

(hereinafter called "Licence"), IN SO FAR ONLY as the terms of the Licence are within the terms of the Lease.

~~BY SUCH CONSENT, HOWEVER, Her Majesty the Queen in right of Canada shall not be deemed to have waived compliance and observance on the part of the Lessee, their heirs, executors, administrators, successors and assigns, of any of the covenants, conditions and reservations in the Lease to be complied with, observed and performed on their or any of their parts, nor to have waived, impaired or restricted in any way whatsoever any of the rights or remedies of Her Majesty the Queen in respect of the Lease or the property or rights thereby leased or to have approved of the form or any of the terms of the Licence except insofar as such terms are within the terms of the Lease.~~

It is hereby expressly declared that the sole object, purport and effect of this Consent is merely to meet the requirements of article 12.01 of the Lease, and no action shall be taken or things done or maintained, under, by virtue of, or in connection with the Licence that may prejudice, impair or affect in any way whatsoever any of the rights or remedies of Her Majesty the Queen in right of Canada.

DATED AT OTTAWA, Ontario this 19th day of August,
One thousand nine hundred and ninety-three.


for Minister of Transport

THIS AGREEMENT made the 14th day of May, 1993.

BETWEEN:

The Nanaimo Airport Commission
P.O. Box 149
Cassidy, British Columbia
V0R 1H0

(hereinafter called the "Commission")

OF THE FIRST PART

AND:

Her Majesty the Queen in Right of the
Province of British Columbia
Represented herein by the Minister of Forests,
Timber Harvesting Branch
Property Services Section
1450 Government Street
Victoria, British Columbia
V8W 3E7

(hereinafter called the "Licensee")

OF THE SECOND PART

A. WHEREAS the parties hereto have agreed to allow the Sub-Lease made between the City of Nanaimo and Her Majesty the Queen in the Right of the Province of British Columbia dated November 22, 1988, to expire effective March 31, 1994, and have agreed to replace and supersede the same by this Licence of Occupation.

B. WHEREAS by agreement of Lease No. PAC 3738 dated the 8th day of May, 1992, made between Her Majesty the Queen, in right of Canada represented by the Minister of Transport as Lessor and the Commission as Lessee, the Commission did lease the following lands and premises:

Part of Section One (1), Two (2) and Three (3), Range Eight (8), Cranberry District, Section Twenty (20), Lots C and D of Lot Two (2), Plan 2857; Part of Lot Fifteen (15), Range Eight (8), PCLA DD 32020N, Bright District; Part of Lot Eight (8), Range Eight (8), Oyster District;

EXCEPTING AND RESERVING THEREOUT AND THEREFROM:

8361.27 m², more or less, being more particularly shown on drawing No. P141P007N012

C. AND WHEREAS the Licensee has requested and the Commission has agreed to grant a Licence of Occupation of a portion of the Airport more particularly described herein;

D. AND WHEREAS the Minister of Transport of Canada has consented in writing to the grant of such Licence of Occupation.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the rents and agreements to be paid and performed by the Licensee, the parties hereto covenant and agree with each other as follows:

1. Premises

The Commission Licences to the Licensee that portion of the Airport described and shown outlined upon the sketch map attached to this agreement as Schedule "A" (the "Premises").

2. Term

The term of the Licence shall commence on the 1st day of April, 1994 and end on the 30th day of March, 2022.

3. Use

The Licensee shall use the Premises for the purpose of an automatic weather station and purposes directly related thereto and the Licensee shall not use the Premises for any other purpose without first obtaining the written consent of the Commission.

4. Rent

(a) The Licensee shall pay to the Commission an annual rental of One Dollar (\$1.00), receipt of which is hereby acknowledged.

5. Covenants of the Licensee

The Licensee covenants with the Commission:

Rates and Utilities

(a) to pay as they become due all water, sewer, garbage and other rates in respect of the Premises and charges for all gas, oil, telephone and electric power used on the Premises;

Construction

(b) that it will not construct nor alter any buildings or structures on the Premises unless, prior to any construction, it has obtained:

(i) the Commission's approval in writing to the site plan, working drawings, plans, specifications, and elevations; and

- (ii) that it will not make any alterations in the structure, plan or partitioning of the Premises nor install any plumbing, piping, wiring or heating apparatus without the prior written consent of the Commission;

and all work shall be carried out at the cost of the Licensee;

- (c) that all construction will be in accordance with the British Columbia Building Code and all relevant regulations.

Repair

- (d) that it will repair, reasonable wear and tear excepted, at the cost and expense of the Licensee, all portions of the Premises which may at any time be damaged by the Licensee;
- (e) that it will keep and leave whole and in good repair all water, gas, and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus, in, on, or attached to the Premises;
- (f) that the Licensee shall leave the Premises in good repair, reasonable wear and tear excepted;
- (g) that the Commission may enter and view the state of repair according to any notice given by the Commission and if the Licensee fails to so repair, the Commission may, at its option, repair such damage or injury in which case the Licensee shall reimburse the Commission for all costs and expenses of repair and an additional amount for administration and overhead forthwith upon receipt by the Licensee of invoices therefor;

Commission's Right of Entry

- (h) that the Commission, its employees, servants, or agents shall at all times and for all purposes have full and free access to any and every part of the Premises and of any building erected thereon;

Assign or Sublet

- (i) that it will not assign nor sublet without leave of the Commission;
- (j) that the Commission's consent to assignment or subletting shall not release or relieve the Licensee from its obligations to perform all the terms, covenants and conditions that this Agreement requires the Licensee to perform, and the Licensee shall pay the Commission's reasonable costs incurred in connection with the Licensee's request for consent;

Regulations

(k) that it will:

- (i) comply promptly at its own expense with the legal requirements of all authorities and all notices issued under them that are served upon the Commission or the Licensee, and
 - (ii) at all times during the term observe and comply with the provisions of the Aeronautics Act RSC 1985 C. A-2 as amended, the Air Regulations 1938 and amendments thereto, all rules and regulations made from time to time pursuant to the provisions of the said Act, all rules and regulations by the Minister of Transport of Canada as to the use of the Airport or any portion thereof and all local Airport Rules;
- (l) to indemnify and save harmless the Commission from all manner of actions, causes of actions, suits, claims and demands whatsoever arising from the occupation, activities and actions of the Licensee carried out on the Site or any action or things done or maintained by the Licensee, its employees, contractors or agents.

Possession

- (m) that at the expiration or sooner determination of this Licence peaceably surrender and give up possession of the Premises without notice from the Commission, any right to notice to quit or vacate being hereby expressly waived by the Licensee despite any law or custom to the contrary;

6. Commission Covenants

The Commission covenants with the Licensee for quiet enjoyment.

7. Miscellaneous Covenants

It is hereby mutually agreed:

Re-entry

- (a) that the Commission may re-enter the Premises on nonperformance of covenants;

Effect of Waiver

- (b) that the Commission, by waiving or neglecting to enforce the right to forfeiture of this Licensee or the right of re-entry upon breach of any covenants, condition or agreement in it, does not waive its rights upon any subsequent breach of same or any other covenant or condition of this Agreement.

Distress

- (c) that if the Commission is entitled to levy distress against the goods and chattels of the Licensee, the Commission may use enough force necessary for the purpose and for gaining admittance to the Premises and the Licensee releases the Commission from liability for any loss or damage sustained by the Licensee as a result;

Termination

- (d) the Commission may at any time terminate this Licence by giving to the Licensee ninety (90) days notice in writing signed by the Commission and either delivered to the Licensee or mailed addressed to the last known place of business of the Licensee or any officer of the Licensee at any government post office and thereupon after expiration of such a period of notification this Licensee shall be determined and ended and the Licensee thereupon and also in the event of the termination of the Licensee in any other manner if required by the Commission forthwith remove from the Premises all structures, aircraft, machinery, motor or other vehicles, supplies, articles, materials, effects and things at any time brought or placed thereon or therein by the Licensee and shall also, to the satisfaction of the Commission, repair any damage and injury occasioned to the land and Premises by reason of such removal and the Licensee shall not be entitled for any compensation for such removal. It is further agreed that unless required by the Commission, the Licensee shall not remove any goods, chattels, materials, effects or things from the Premises until all rent or additional rent due or to become due under this Licence is fully paid;
- (e) the Licensee may at any time terminate this Licence by giving to the Commission ninety (90) days notice in writing delivered to or mailed addressed to the Commission.

Removal of Goods

- (f) if the Licensee removes its goods and chattels from the Premises, the Commission may follow them for thirty (30) days;

Notices

- (g) that any notice required to be given under this Licence shall be deemed to be sufficiently given:
- (i) if delivered, at the time of delivery; and
 - (ii) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail and addressed as follows:

if to the Commission

The Nanaimo Airport Commission
P. O. Box 149
Cassidy, B. C. V0R 1H0

if to the Licensee:

Her Majesty the Queen in Right
of the Province of British Columbia
Represented herein by the Minister of Forests
Timber Harvesting Branch
Property Services Section
1450 Government Street
Victoria, B. C. V8W 3E7

or at the address a party may from time to time designate, then the notice shall be deemed to have been received 48 hours after the time and date of mailing. If, at the time of mailing of the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow down, lock out or other labour dispute, then the notice may only be given by actual delivery of it;

Fitness of Premises

- (h) that the Commission has made no representations or warranties as to the condition, fitness or nature of the Premises and by executing this agreement, the Licensee releases the Commission from any and all claims which the Licensee now has or may in future have in that respect;
- (i) that the Licensee admits that it has inspected the Premises in their present state and that they are suitable for the Licensee's purposes;

Payments by the Commission

- (j) that if the Commission incurs any damage, loss or expense or makes any payment for which the Licensee is liable under this Agreement, then the Commission may add the cost or amount of the damage, loss, expense or payment to the rent and may recover it as if it were rent or additional rent in arrears;

Repairs by the Commission

- (k) that:
 - (i) if the Licensee fails to repair or maintain the Premises in accordance with this Agreement, the Commission, its agent, employees, or contractors may, upon 96 hours notice, enter the Premises and make the required repairs or do the required maintenance and recover the cost from the Licensee; and

- (ii) in making the repairs or doing the maintenance, the Commission may bring and leave upon the Premises all necessary materials, tools, and equipment, and
- (iii) the Commission will not be liable to the Licensee for any inconvenience, annoyance, loss of business or injury suffered by the Licensee by reason of the Commission effecting the repairs or maintenance.

Security Provisions - Tenant Licence Clauses

- (l) that:
 - (i) Airport Commission reserves the right to erect any fence or gate into or across the Licence Area as may be required for establishing and maintaining prescribed security measures.
 - (ii) The Licensee shall in all respects abide by and comply with the published Airport Security Program.
 - (iii) Licence changes on the part of the Licensee may result in the installation or moving of fencing/gates at the cost of the Licensee to maintain security integrity of airside.

Holding Over

- (m) that if the Licensee holds over following the term and the Commission accepts rent, this Agreement becomes a tenancy-at-will subject to those conditions in this Agreement applicable to a tenancy-at-will, and in the event the termination of the tenancy-at-will, any rent prepaid shall be adjusted for the period of actual occupation, it being expressly agreed that the acceptance of rent, or any implied condition or any implication of law shall in no way renew this lease or create any tenancy other than a tenancy-at-will;

Sub-Licence

- (n) the parties hereto acknowledge that this Agreement is in fact a grant of Sub-Licence and it is a condition precedent to the same that the consent of the head Landlord shall be first had and obtained and upon such consent the Sub-Licensee covenants and agrees with the Commission to perform all covenants, conditions and provisos to be performed by the Commission under the head lease between the Commission and the Head Landlord as amended to the intent and for the purpose that no default shall arise from the tenancy created by this Agreement.

Interpretation

- (o) that when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;
- (p) that the headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it;
- (q) all provisions of this Agreement are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;

Binding Effect

- (r) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees;

Law Applicable

- (s) that this Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

IN WITNESS WHEREOF the parties have signed and sealed this Agreement on the

14th day of MAY, 1993.

THE CORPORATE SEAL OF THE
NANAIMO AIRPORT COMMISSION
was hereunto affixed in the

Paul Kennedy
_____)
_____)
_____)
_____)
_____)

c/s

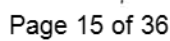
SIGNED ON BEHALF OF HER MAJESTY)
THE QUEEN IN RIGHT OF THE)
PROVINCE OF BRITISH COLUMBIA)
by a duly authorized representative of the)
Minister of Forests in the presence of:)
_____)
_____)
_____)
_____)
_____)

Douglas Harold Harbicht
_____)
_____)
_____)
_____)
_____)

P.A. Doms

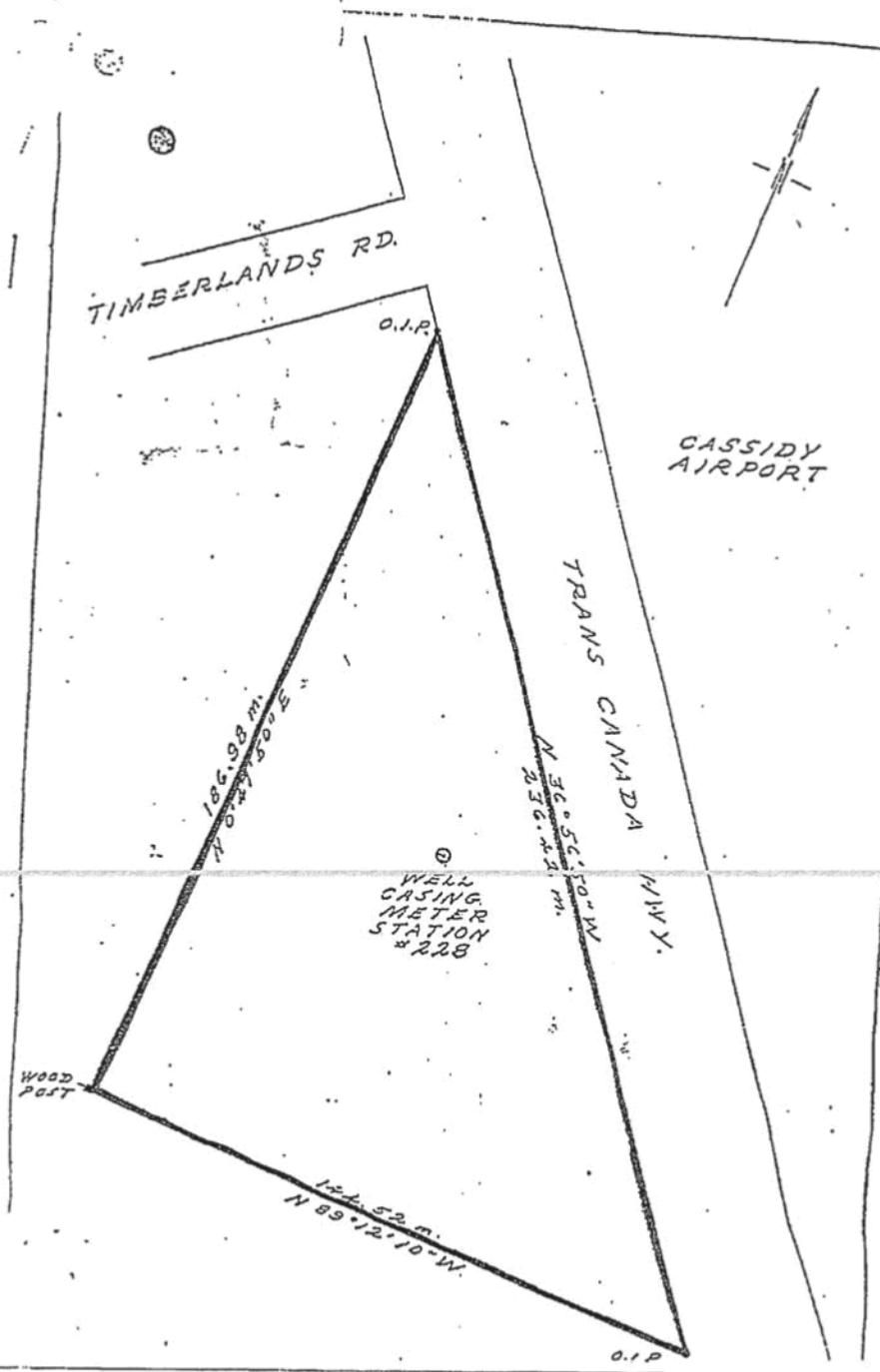
DOUGLAS HAROLD HARBICHT
COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA
C/O MINISTRY OF FORESTS
TIMBER HARVESTING BRANCH
PROPERTY SERVICES SECTION
1450 GOVERNMENT STREET
VICTORIA, B.C.
V8W 3E7

Bright Land District Layout



PLAN 892R

City of Nanaimo
Bright Land District Layout





RECEIVED

P.O. BOX 149
3350 SPITFIRE RD.,
CASSIDY, B.C. V0R 1H0
Ph.: (604) 245-2157
Fax: (604) 245-4308

94 NOV 10 PM 2:41

7 November 1994

MINISTRY OF FORESTS
TIMBER MANAGEMENT BRANCH

10620-3018737-40

Transport Canada,
Airports Group Pacific Region,
Suite 620, 800 Burrard St.,
Vancouver, B.C.
V6Z 2J8

Attention: **Mary Mah**
Superintendent Lease Administration

Cedar WS.

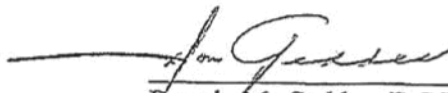
Dear Mary:

Re: Consent No. 143104 Dated 19 Aug. 1993
File No. 5156-P141-5-1

Upon reviewing the above referenced Sub-Lease Agreement I noticed that the wrong Schedule "A" had been attached to the Agreement. Please replace Schedule "A" with the correct schedule enclosed dated Sept. 1988, which is the proper location and identification Schedule for the Ministry's Automatic Weather Reporting Station.

I will advise Mr. Harbicht, Senior Property Negotiator for the Ministry of Forests, to correct his Duplicate Original Agreement, and forward him a new Schedule "A".

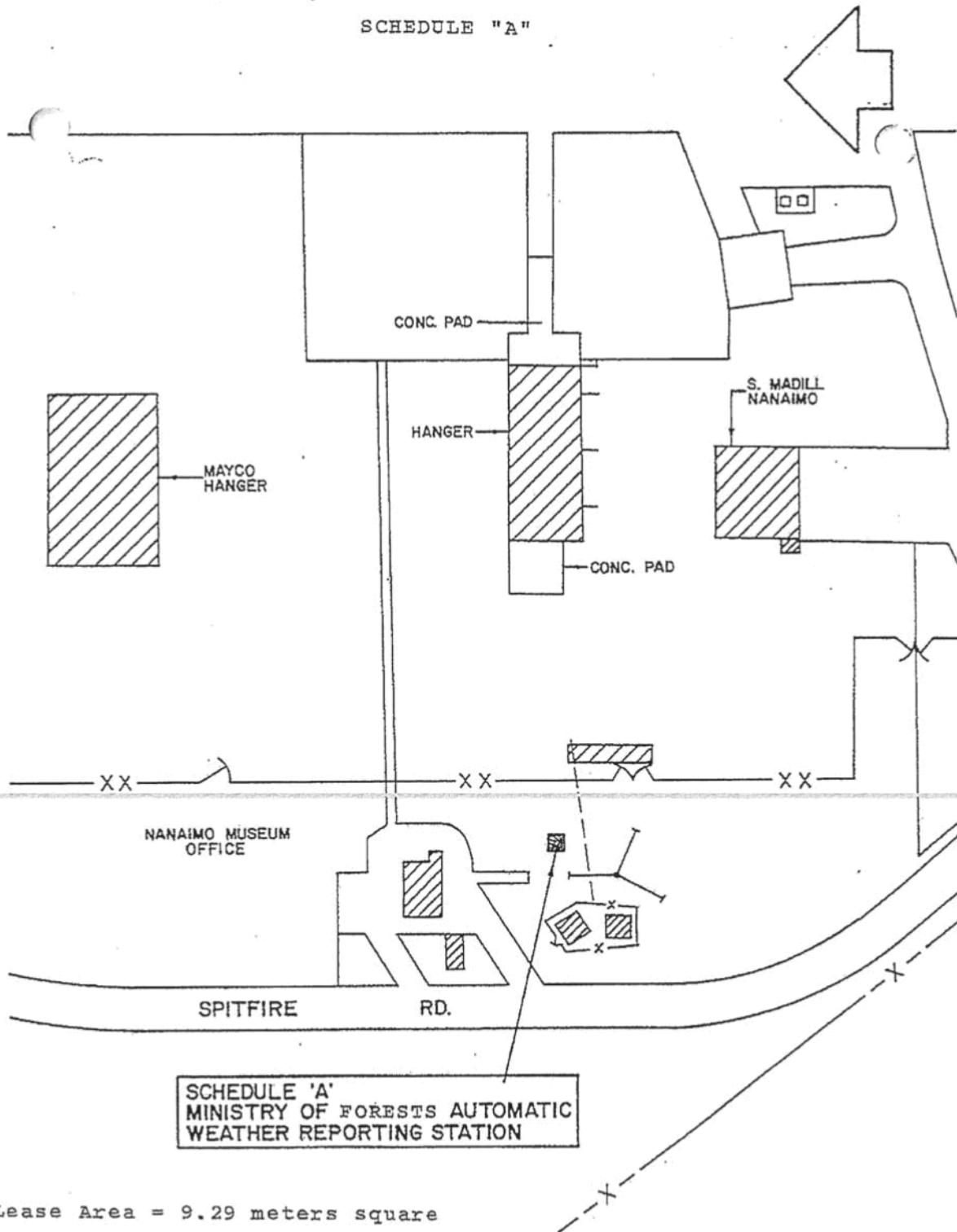
Yours truly,


Dennis M. Geddes, F.C.I.S., P.Adm., B.Cm.
Nanaimo Airport Manager

cc/dmg
c.c. D. Harbicht
Enclosure: (1)
file: L36L-15

*sent in 1997
D. Geddes
cm*

SCHEDULE "A"



Lease Area = 9.29 meters square

NANAIMO AIRPORT COMMISSION

Project:

NANAIMO AIRPORT

Title

Scale: 1:1000

Drawn: G.C.

Date: SEPT., 1988

Dwg. No.

Enemark, Peggy FLNR:EX

*File: Cedar Weather Station
10620-30/8737-40*

From: O'keeffe, Doug CSNR:EX
Sent: Wednesday, April 24, 2013 3:29 PM
To: Enemark, Peggy FLNR:EX
Subject: RE: Cedar wx station

Peggy, I don't but since the people running the airport now didn't have a copy of the agreement I thought I should let you know.

Doug

From: Enemark, Peggy FLNR:EX
Sent: Wednesday, April 24, 2013 8:31 AM
To: O'keeffe, Doug CSNR:EX
Subject: RE: Cedar wx station

Thanks for the heads up, Doug. Do you anticipate any issues?

Cheers,
Peggy

Peggy Enemark
Project Coordinator, Forest Land Acquisitions
Forest Tenures Branch
Tenures, Competitiveness & Innovation Division
Ministry of Forests, Lands and Natural Resource Operations
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2
Phone: 250-387-8624 **Fax:** 250-387-6445

Commissioner for Taking Affidavits for British Columbia No. 2012-1192

From: O'keeffe, Doug CSNR:EX
Sent: Tuesday, April 23, 2013 4:16 PM
To: 'rbrady@nanaimoairport.com'
Cc: Enemark, Peggy FLNR:EX
Subject: Cedar wx station

Reg, if you have any questions or concerns regarding the property agreement for locating our weather station on the airport property Peggy Enemark is the person you should contact at Peggy.Enemark@gov.bc.ca Thanks for your help in trimming the tree around the power line today.

Doug

Enemark, Peggy FLNR:EX

From: Enemark, Peggy FLNR:EX
Sent: Thursday, April 18, 2013 3:57 PM
To: O'keeffe, Doug CSNR:EX
Subject: RE: Cedar Wx sta - Project 8737-40
Attachments: 20130418154811.pdf; 20130418154606.pdf

Hi Doug,

I believe the attached agreement is what you're looking for. It's dated May 14, 1993 for the term commencing April 1, 1994 and expiring March 20, 2022 between The Nanaimo Airport Commission and the Ministry of Forests.

Please note the corrected Schedule A was forwarded to us after the agreement was struck. I have also attached a scan of this Schedule A dated September 1988. As noted in the letter dated November 7, 1994 (attached) it replaces the Schedule A which is attached to the agreement noted above.

By the way, our records show the Cedar Weather Station is project 8737 (not 0309).

Let us know if you need anything else.

Thanks,
Peggy

Peggy Enemark
Project Coordinator, Forest Land Acquisitions
Forest Tenures Branch
Tenures, Competitiveness & Innovation Division
Ministry of Forests, Lands and Natural Resource Operations
3rd Floor - 1810 Blanshard Street, Victoria, BC V8W 9C2
Phone: 250-387-8624 **Fax:** 250-387-6445

Commissioner for Taking Affidavits for British Columbia No. 2012-1192

From: O'keeffe, Doug CSNR:EX
Sent: Thursday, April 18, 2013 1:24 PM
To: Enemark, Peggy FLNR:EX
Subject: Cedar Wx sta

Hi Peggy, I have been talking to the people at the Cassidy Airport where our Cedar weather station is located and they do not have any paperwork for that station being on their property, from an email Cathy sent me there is an agreement with the City of Nanaimo for \$0 expiring March 31st 2022. The number of the station is RPP0309 could you please send me a copy of the agreement as I'm meeting with them on Tuesday 23rd and they would like a copy. Thanks.

Doug



RECEIVED

93 SEP -7 PM 3:21

8737

P.O. BOX 149
3350 SPITFIRE RD.,
CASSIDY, B.C. V0R 1H0
Ph.: (604) 245-2157
Fax: (604) 245-4308

Sept. 2, 1993
MINISTRY OF FORESTS
TIMBER HARVESTING BRANCH

Ministry of Forests,
Timber Harvesting Branch,
Property Services Section,
3rd Floor, 1450 Government St.,
Victoria, B.C.
V8W 3E7

Attention: Doug Harbicht,
Senior Property Negotiator

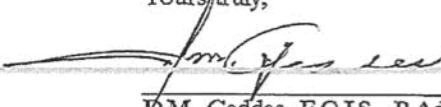
Dear Doug:

Consent to Sublease - Nanaimo Airport Commission and
the Minister of Forests - Nanaimo Airport

Attached is the Duplicate Original copy of the subject Agreement signed on behalf
of the Minister of Transport and registered in their legal registry under Consent No. 143104.

Please retain this copy for your records.

Yours truly,


D.M. Geddes, F.C.I.S., P.Ad., B.Cm.
Nanaimo Airport Manager

cc/dmg
Enclosure: (1)
file: L37L12

PKZ

W 930901

Computer index updated
Sept 8/93 DA



143104

NO. - N° _____

CONSENT TO A LICENCE OF OCCUPATION

between _____

THE NANAIMO AIRPORT COMMISSION

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the Minister of Forests

Date of Licence	- May 14, 1993
Public Work Concerned	- Nanaimo, B.C.
Description	- Licence granted pursuant to Article 12.01 of Lease No. 141353 (Pacific 3738) dated May 8, 1992.
Date of Consent	- AUG 19 1993

DEPT'L REFERENCE - RÉFÉRENCE DU MINISTÈRE
FILE NO. - N° DU DOSSIER
AKC 5156-P141-5-1

MEMORANDA - NOTES

TO WHOM IT MAY CONCERN

The Minister of Transport, hereby, pursuant to Article 12.01 of -

Lease No. 141353 (Pacific 3738) dated the eighth day of May, 1992, (hereinafter called "Lease") in which Her Majesty the Queen, represented therein by the Minister of Transport, granted to the Nanaimo Airport Commission, "all and singular those certain parcels of lands, situate, lying and being in the Province of British Columbia comprising all of the Nanaimo Airport and related facilities listed in Schedule I attached thereto EXCEPTING AND RESERVING THEREOUT AND THEREFROM: 8361.27 square metres plus 13.38 square metres, more or less, being more particularly shown on Drawing No. P141P007N012 in Schedule I aforementioned; TOGETHER with buildings and facilities as listed in the Index to Buildings and shown in Schedule I aforementioned", and which Lease was amended by an agreement supplementary thereto dated June 29, 1992, all of which will by reference thereto at length and more fully appear,

CONSENTS to the Licence dated the fourteenth day of May, 1993, annexed hereto marked "A" made between -

NANAIMO AIRPORT COMMISSION

"Lessee"

- and -

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, represented
by the Minister of Forests

"Licensee"

(hereinafter called "Licence"), IN SO FAR ONLY as the terms of the Licence are within the terms of the Lease.

BY SUCH CONSENT, HOWEVER, Her Majesty the Queen in right of Canada shall not be deemed to have waived compliance and observance on the part of the Lessee, their heirs, executors, administrators, successors and assigns, of any of the covenants, conditions and reservations in the Lease to be complied with, observed and performed on their or any of their parts, nor to have waived, impaired or restricted in any way whatsoever any of the rights or remedies of Her Majesty the Queen in respect of the Lease or the property or rights thereby leased or to have approved of the form or any of the terms of the Licence except insofar as such terms are within the terms of the Lease.

It is hereby expressly declared that the sole object, purport and effect of this Consent is merely to meet the requirements of article 12.01 of the Lease, and no action shall be taken or things done or maintained, under, by virtue of, or in connection with the Licence that may prejudice, impair or affect in any way whatsoever any of the rights or remedies of Her Majesty the Queen in right of Canada.

DATED AT OTTAWA, Ontario this 19th day of August,
One thousand nine hundred and ninety-three.


for Minister of Transport

THIS AGREEMENT made the 14th day of May, 1993.

BETWEEN:

The Nanaimo Airport Commission
P.O. Box 149
Cassidy, British Columbia
V0R 1H0

(hereinafter called the "Commission")

OF THE FIRST PART

AND:

Her Majesty the Queen in Right of the
Province of British Columbia
Represented herein by the Minister of Forests,
Timber Harvesting Branch
Property Services Section
1450 Government Street
Victoria, British Columbia
V8W 3E7

(hereinafter called the "Licensee")

OF THE SECOND PART

A. WHEREAS the parties hereto have agreed to allow the Sub-Lease made between the City of Nanaimo and Her Majesty the Queen in the Right of the Province of British Columbia dated November 22, 1988, to expire effective March 31, 1994, and have agreed to replace and supersede the same by this Licence of Occupation.

B. WHEREAS by agreement of Lease No. PAC 3738 dated the 8th day of May, 1992, made between Her Majesty the Queen, in right of Canada represented by the Minister of Transport as Lessor and the Commission as Lessee, the Commission did lease the following lands and premises:

Part of Section One (1), Two (2) and Three (3), Range Eight (8), Cranberry District, Section Twenty (20), Lots C and D of Lot Two (2), Plan 2857; Part of Lot Fifteen (15), Range Eight (8), PCLA DD 32020N, Bright District; Part of Lot Eight (8), Range Eight (8), Oyster District;

EXCEPTING AND RESERVING THEREOUT AND THEREFROM:

8361.27 m², more or less, being more particularly shown on drawing No. P141P007N012

C. AND WHEREAS the Licensee has requested and the Commission has agreed to grant a Licence of Occupation of a portion of the Airport more particularly described herein;

D. AND WHEREAS the Minister of Transport of Canada has consented in writing to the grant of such Licence of Occupation.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the rents and agreements to be paid and performed by the Licensee, the parties hereto covenant and agree with each other as follows:

1. Premises

The Commission Licences to the Licensee that portion of the Airport described and shown outlined upon the sketch map attached to this agreement as Schedule "A" (the "Premises").

2. Term

The term of the Licence shall commence on the 1st day of April, 1994 and end on the 30th day of March, 2022.

3. Use

The Licensee shall use the Premises for the purpose of an automatic weather station and purposes directly related thereto and the Licensee shall not use the Premises for any other purpose without first obtaining the written consent of the Commission.

4. Rent

(a) The Licensee shall pay to the Commission an annual rental of One Dollar (\$1.00), receipt of which is hereby acknowledged.

5. Covenants of the Licensee

The Licensee covenants with the Commission:

Rates and Utilities

(a) to pay as they become due all water, sewer, garbage and other rates in respect of the Premises and charges for all gas, oil, telephone and electric power used on the Premises;

Construction

(b) that it will not construct nor alter any buildings or structures on the Premises unless, prior to any construction, it has obtained:

(i) the Commission's approval in writing to the site plan, working drawings, plans, specifications, and elevations; and

- (ii) that it will not make any alterations in the structure, plan or partitioning of the Premises nor install any plumbing, piping, wiring or heating apparatus without the prior written consent of the Commission;

and all work shall be carried out at the cost of the Licensee;

- (c) that all construction will be in accordance with the British Columbia Building Code and all relevant regulations.

Repair

- (d) that it will repair, reasonable wear and tear excepted, at the cost and expense of the Licensee, all portions of the Premises which may at any time be damaged by the Licensee;
- (e) that it will keep and leave whole and in good repair all water, gas, and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus, in, on, or attached to the Premises;
- (f) that the Licensee shall leave the Premises in good repair, reasonable wear and tear excepted;
- (g) that the Commission may enter and view the state of repair according to any notice given by the Commission and if the Licensee fails to so repair, the Commission may, at its option, repair such damage or injury in which case the Licensee shall reimburse the Commission for all costs and expenses of repair and an additional amount for administration and overhead forthwith upon receipt by the Licensee of invoices therefor;

Commission's Right of Entry

- (h) that the Commission, its employees, servants, or agents shall at all times and for all purposes have full and free access to any and every part of the Premises and of any building erected thereon;

Assign or Sublet

- (i) that it will not assign nor sublet without leave of the Commission;
- (j) that the Commission's consent to assignment or subletting shall not release or relieve the Licensee from its obligations to perform all the terms, covenants and conditions that this Agreement requires the Licensee to perform, and the Licensee shall pay the Commission's reasonable costs incurred in connection with the Licensee's request for consent;

Regulations

(k) that it will:

- (i) comply promptly at its own expense with the legal requirements of all authorities and all notices issued under them that are served upon the Commission or the Licensee, and
 - (ii) at all times during the term observe and comply with the provisions of the Aeronautics Act RSC 1985 C. A-2 as amended, the Air Regulations 1938 and amendments thereto, all rules and regulations made from time to time pursuant to the provisions of the said Act, all rules and regulations by the Minister of Transport of Canada as to the use of the Airport or any portion thereof and all local Airport Rules;
- (l) to indemnify and save harmless the Commission from all manner of actions, causes of actions, suits, claims and demands whatsoever arising from the occupation, activities and actions of the Licensee carried out on the Site or any action or things done or maintained by the Licensee, its employees, contractors or agents.

Possession

- (m) that at the expiration or sooner determination of this Licence peaceably surrender and give up possession of the Premises without notice from the Commission, any right to notice to quit or vacate being hereby expressly waived by the Licensee despite any law or custom to the contrary;

6. Commission Covenants

The Commission covenants with the Licensee for quiet enjoyment.

7. Miscellaneous Covenants

~~It is hereby mutually agreed:~~

Re-entry

- (a) that the Commission may re-enter the Premises on nonperformance of covenants;

Effect of Waiver

- (b) that the Commission, by waiving or neglecting to enforce the right to forfeiture of this Licensee or the right of re-entry upon breach of any covenants, condition or agreement in it, does not waive its rights upon any subsequent breach of same or any other covenant or condition of this Agreement.

Distress

- (c) that if the Commission is entitled to levy distress against the goods and chattels of the Licensee, the Commission may use enough force necessary for the purpose and for gaining admittance to the Premises and the Licensee releases the Commission from liability for any loss or damage sustained by the Licensee as a result;

Termination

- (d) the Commission may at any time terminate this Licence by giving to the Licensee ninety (90) days notice in writing signed by the Commission and either delivered to the Licensee or mailed addressed to the last known place of business of the Licensee or any officer of the Licensee at any government post office and thereupon after expiration of such a period of notification this Licensee shall be determined and ended and the Licensee thereupon and also in the event of the termination of the Licensee in any other manner if required by the Commission forthwith remove from the Premises all structures, aircraft, machinery, motor or other vehicles, supplies, articles, materials, effects and things at any time brought or placed thereon or therein by the Licensee and shall also, to the satisfaction of the Commission, repair any damage and injury occasioned to the land and Premises by reason of such removal and the Licensee shall not be entitled for any compensation for such removal. It is further agreed that unless required by the Commission, the Licensee shall not remove any goods, chattels, materials, effects or things from the Premises until all rent or additional rent due or to become due under this Licence is fully paid;
- (e) the Licensee may at any time terminate this Licence by giving to the Commission ninety (90) days notice in writing delivered to or mailed addressed to the Commission.

Removal of Goods

- (f) if the Licensee removes its goods and chattels from the Premises, the Commission may follow them for thirty (30) days;

Notices

- (g) that any notice required to be given under this Licence shall be deemed to be sufficiently given:
- (i) if delivered, at the time of delivery; and
 - (ii) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail and addressed as follows:
if to the Commission

The Nanaimo Airport Commission
P. O. Box 149
Cassidy, B. C. V0R 1H0

if to the Licensee:

Her Majesty the Queen in Right
of the Province of British Columbia
Represented herein by the Minister of Forests
Timber Harvesting Branch
Property Services Section
1450 Government Street
Victoria, B. C. V8W 3E7

or at the address a party may from time to time designate, then the notice shall be deemed to have been received 48 hours after the time and date of mailing. If, at the time of mailing of the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow down, lock out or other labour dispute, then the notice may only be given by actual delivery of it;

Fitness of Premises

- (h) that the Commission has made no representations or warranties as to the condition, fitness or nature of the Premises and by executing this agreement, the Licensee releases the Commission from any and all claims which the Licensee now has or may in future have in that respect;
- (i) that the Licensee admits that it has inspected the Premises in their present state and that they are suitable for the Licensee's purposes;

Payments by the Commission

- (j) ~~that if the Commission incurs any damage, loss or expense or makes any payment~~ for which the Licensee is liable under this Agreement, then the Commission may add the cost or amount of the damage, loss, expense or payment to the rent and may recover it as if it were rent or additional rent in arrears;

Repairs by the Commission

- (k) that:
 - (i) if the Licensee fails to repair or maintain the Premises in accordance with this Agreement, the Commission, its agent, employees, or contractors may, upon 96 hours notice, enter the Premises and make the required repairs or do the required maintenance and recover the cost from the Licensee; and

- (ii) in making the repairs or doing the maintenance, the Commission may bring and leave upon the Premises all necessary materials, tools, and equipment, and
- (iii) the Commission will not be liable to the Licensee for any inconvenience, annoyance, loss of business or injury suffered by the Licensee by reason of the Commission effecting the repairs or maintenance.

Security Provisions - Tenant Licence Clauses

- (l) that:
 - (i) Airport Commission reserves the right to erect any fence or gate into or across the Licence Area as may be required for establishing and maintaining prescribed security measures.
 - (ii) The Licensee shall in all respects abide by and comply with the published Airport Security Program.
 - (iii) Licence changes on the part of the Licensee may result in the installation or moving of fencing/gates at the cost of the Licensee to maintain security integrity of airside.

Holding Over

- (m) that if the Licensee holds over following the term and the Commission accepts rent, this Agreement becomes a tenancy-at-will subject to those conditions in this Agreement applicable to a tenancy-at-will, and in the event the termination of the tenancy-at-will, any rent prepaid shall be adjusted for the period of actual occupation, it being expressly agreed that the acceptance of rent, or any implied condition or any implication of law shall in no way renew this lease or create any tenancy other than a tenancy-at-will;

Sub-Licence

- (n) the parties hereto acknowledge that this Agreement is in fact a grant of Sub-Licence and it is a condition precedent to the same that the consent of the head Landlord shall be first had and obtained and upon such consent the Sub-Licensee covenants and agrees with the Commission to perform all covenants, conditions and provisos to be performed by the Commission under the head lease between the Commission and the Head Landlord as amended to the intent and for the purpose that no default shall arise from the tenancy created by this Agreement.

Interpretation

- (o) that when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;
- (p) that the headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it;
- (q) all provisions of this Agreement are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;

Binding Effect

- (r) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees;

Law Applicable

- (s) that this Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

IN WITNESS WHEREOF the parties have signed and sealed this Agreement on the

14th day of MAY, 1993.

THE CORPORATE SEAL OF THE
NANAIMO AIRPORT COMMISSION
was hereunto affixed in the

Paul Kennedy

c/s

SIGNED ON BEHALF OF HER MAJESTY)
THE QUEEN IN RIGHT OF THE)
PROVINCE OF BRITISH COLUMBIA)
by a duly authorized representative of the)
Minister of Forests in the presence of:)

Douglas Harold Harbicht

Ch. Doms

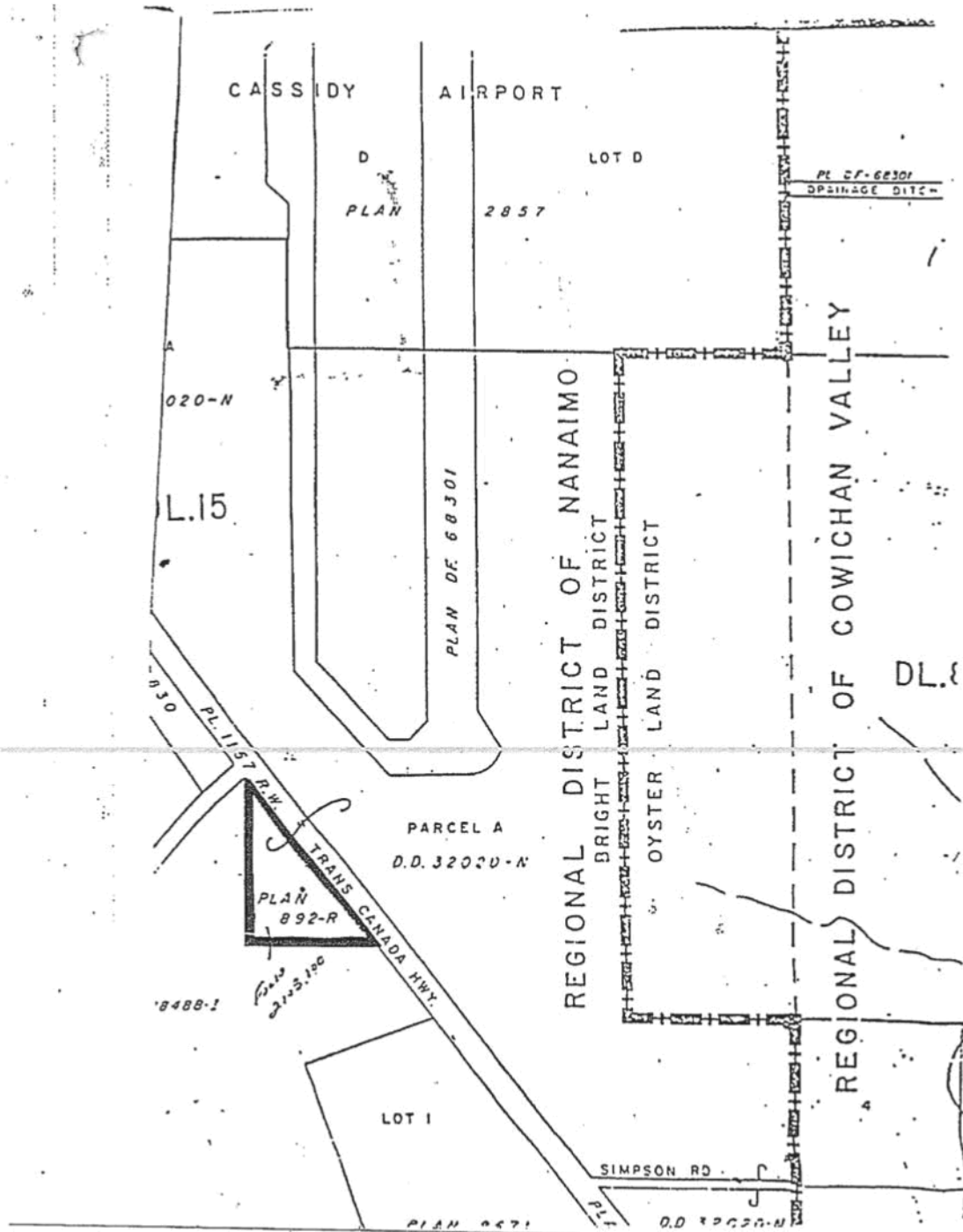
DOUGLAS HAROLD HARBICHT
COMMISSIONER FOR TAKING
AFFIDAVITS FOR BRITISH COLUMBIA
C/O MINISTRY OF FORESTS
TIMBER HARVESTING BRANCH
PROPERTY SERVICES SECTION
1450 GOVERNMENT STREET
VICTORIA, B.C.
V8W 3E7

SCHEDULE "A"

PLAN 892R

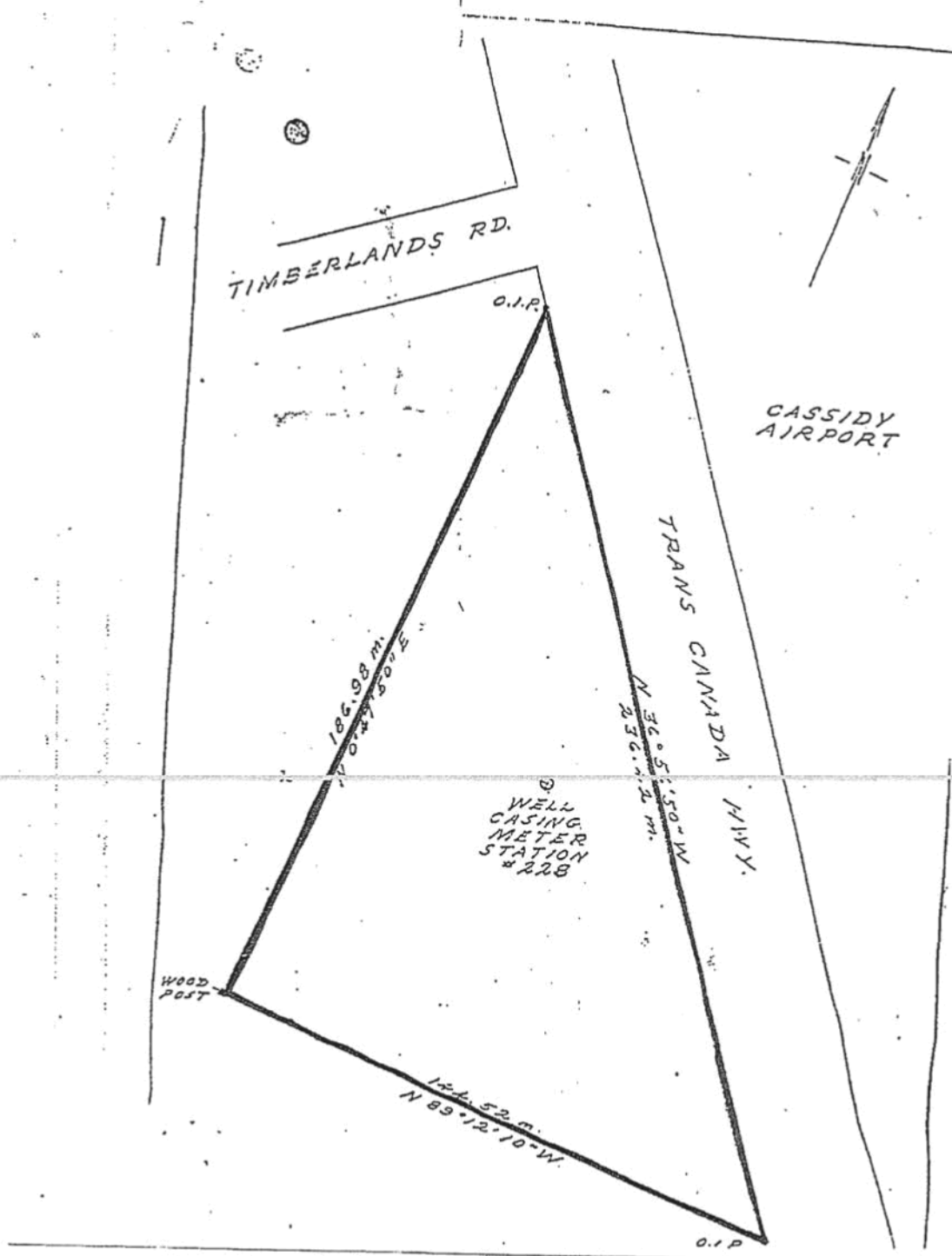
City of Nanaimo

Bright Land District Layout



PLAN 892R

City of Nanaimo
Bright Land District Layout





RECEIVED

P.O. BOX 149
3350 SPITFIRE RD.,
CASSIDY, B.C. V0R 1H0
Ph.: (604) 245-2157
Fax: (604) 245-4308

94 NOV 10 PM 2:41

7 November 1994

MINISTRY OF FORESTS
TIMBER MARKETING BRANCH

10620-30/8737-40

Transport Canada,
Airports Group Pacific Region,
Suite 620, 800 Burrard St.,
Vancouver, B.C.
V6Z 2J8

Attention: **Mary Mah**
Superintendent Lease Administration

Cedar WS.

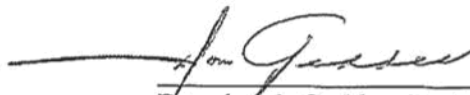
Dear Mary:

Re: Consent No. 143104 Dated 19 Aug. 1993
File No. 5156-P141-5-1

Upon reviewing the above referenced Sub-Lease Agreement I noticed that the wrong Schedule "A" had been attached to the Agreement. Please replace Schedule "A" with the correct schedule enclosed dated Sept. 1988, which is the proper location and identification Schedule for the Ministry's Automatic Weather Reporting Station.

I will advise Mr. Harbicht, Senior Property Negotiator for the Ministry of Forests, to correct his Duplicate Original Agreement, and forward him a new Schedule "A".

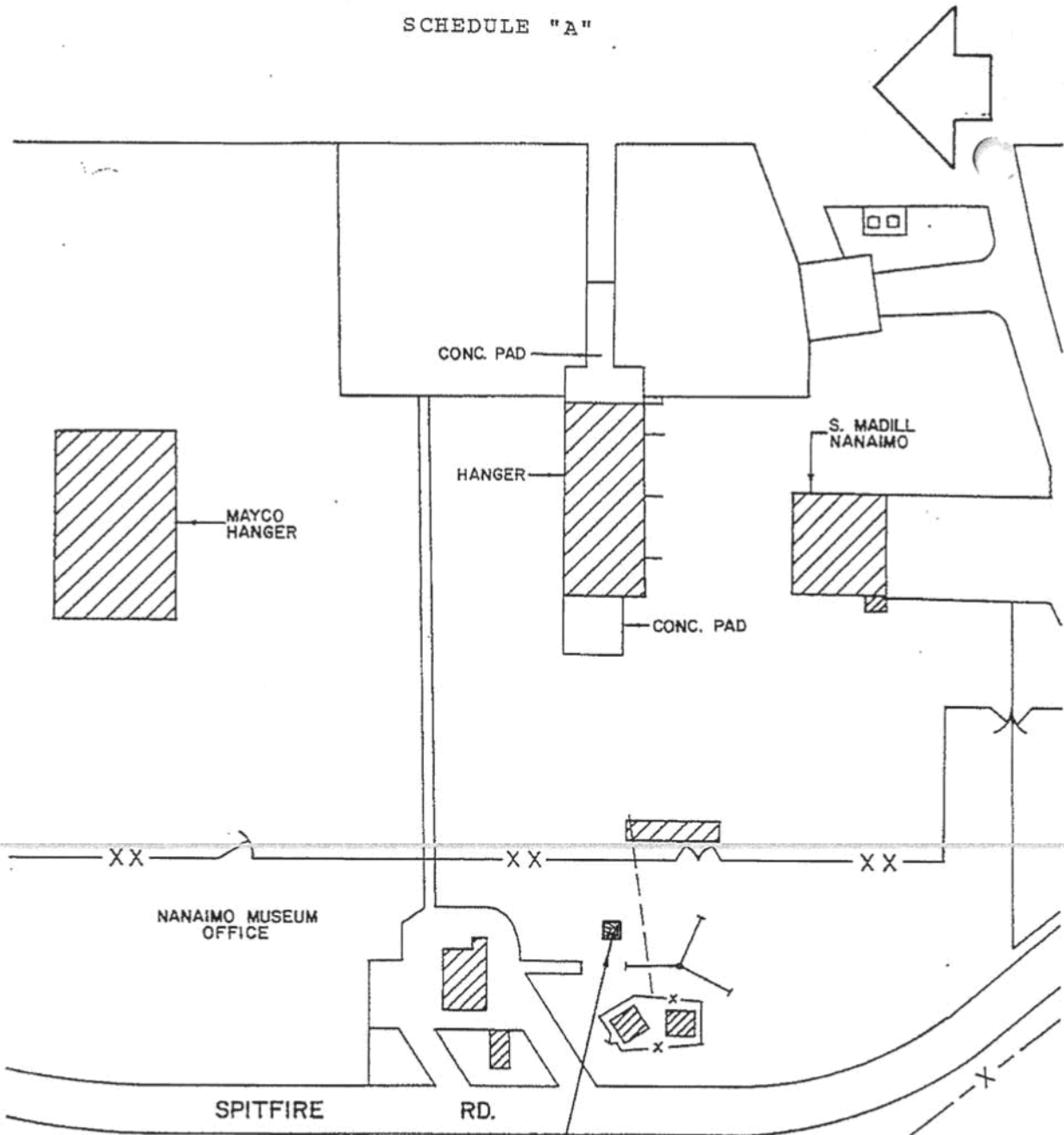
Yours truly,


Dennis M. Geddes, F.C.I.S., P.Adm., B.Cm.
Nanaimo Airport Manager

cc/dmg
c.c. D. Harbicht
Enclosure: (1)
file: L36L-15

*action left
Dec 24/94
Cm*

SCHEDULE "A"



SCHEDULE 'A'
MINISTRY OF FORESTS AUTOMATIC
WEATHER REPORTING STATION

Lease Area = 9.29 meters square

NANAIMO AIRPORT COMMISSION

Project:
NANAIMO AIRPORT
Title

Scale: 1:1000
Drawn: G.C.
Date: SEPT., 1988
Dwg. No.