

Reporting the

- Disposition of a *Range Act* agreement, or
 - Disposition of an interest of the holder in the *Range Act* agreement
- (this form is filled out by the new holders)

In accordance with section 18 of the Range Regulations:

Cheryle Lorraine Smith, Stacy Lorraine Broderick + Cascade Contract + Falling Ltd. (Donald John Darel)
(assignees) would like
to report that Range Agreement RAN 076918 has been assigned to me (us).

All lands associated with the agreement(s) described in this report have been retained, purchased or leased by the Assignee(s). ☒ Yes ☐ No ☐ N/A

All tenures (e.g. Guiding Territory Certificate, Commercial Recreation Licence, Trapping Licence), associated with the agreement(s) described in this report have been retained or acquired by the Assignee(s). ☐ Yes ☐ No ☒ N/A

If you have responded "No" to either of the above statements you must attach a written list of the associated lands or tenures which are no longer owned or leased by the new holder(s).

This report must be submitted by the Assignee(s) of the agreement(s) within three (3) months after the disposition(s) has/have occurred. The Report fee of \$100 (GST Exempt) must accompany the report. Cheques must be made payable to the "Minister of Finance".

Attach legal documentation of the agreement(s) disposition. (assignment, lease agreement, ranch sale agreement, etc.). Attach a client information form for any client new to the Ministry of Forests Lands and Natural Resource Operations.

Signatures (names to appear on *Range Act* agreement):

Cheryle Lorraine Smith
Signature

Cheryle Lorraine Smith
(Print Name)

February 28, 2018
Date

Donald John Darel
Signature

Cascade Contract Falling Ltd.
Donald John Darel
(Print Name)

February 28, 2018
Date

Stacy Lorraine Broderick
Signature

Stacy Lorraine Broderick
(Print name)

February 28, 2018
Date

RECEIVED
Signature

MAR - 1 2018
(Print name)

CASCADES DISTRICT
PROVINCE OF BC
Date

Assignment of a Range Act Agreement

I/We Cheryle Lorraine Smith and
Stacy Lorraine Broderick (assignor) holder of Range

Agreement RAN 076918 hereby assign this agreement

to Cheryle Lorraine Smith, Stacy Lorraine Broderick + (assignee). Effective
date of this assignment is _____


Choose one:

- ☐ This disposition is permanent
- ☒ This disposition is temporary; the assignment back to original holder is dealt with in partnership/lease agreement (attached).
- ☐ This disposition is temporary. On December 31, _____ the range agreement is assigned back to the "assignor"

Assignor (Current holders):

Cheryle Lorraine Smith

(Print Name)
Signature

Stacy Lorraine Broderick

(Print Name)
Signature

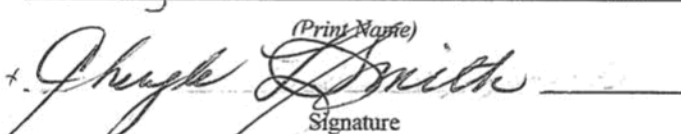
(Print Name)

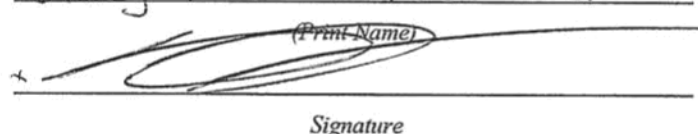
(Print Name)

Signature

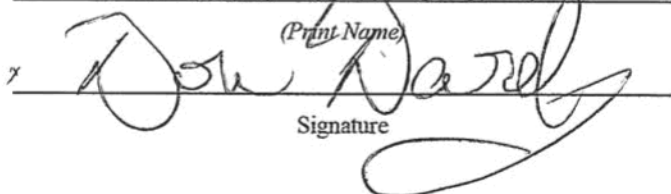
Signature

Assignee (Names to appear on tenure):

Cheryle Lorraine Smith

(Print Name)
Signature

Stacy Lorraine Broderick

(Print Name)
Signature

Cascade Contract Felling Ltd.
Donald John Darel


(Print Name)
Signature

(Print Name)

Signature

Request for Exemption of a Range Use Plan

A change in the management of the range agreement, occurring as a result of the disposition of the *Range Act* agreement, requires the new holder to either submit a new range use plan or amend the existing range use plan. A minor amendment to the range use plan results if the transfer does not materially impact the management of the tenure (e.g. an addition of a family member to a tenure or partner where management is remaining substantially the same).

All other circumstances will require a new range use plan to be written and submitted to the district manager for approval.

Exemptions of a range use plan, for a specified time period, may be granted by the district manager if it is not feasible to have district approvals completed prior to turnout. An exemption will be assessed on the new holder's agreement to follow the existing plan or the submission of a draft range use plan.

I/we, Cheryle Lorraine Smith, Stacy Lorraine Broderick + Cascade Contract Farming Ltd. - John Darel, holder of agreement RAN07 6918, request an exemption under section 20 of the Range Planning and Practices Regulation (requirement to prepare and obtain approval for a range use plan). We agree that this exemption:

1. Will not endanger the Range Resource
2. Is in the Public Interest
3. Is consistent with the Objectives Set by Government.

As part of the exemption, we agree to either (pick one)

- ☐ Follow the draft range use plan attached
- ☒ Follow the current range use plan content submitted by the previous holders

I/We understand that this exemption is temporary to allow us time to submit a new range use plan to the district manager.

Cheryle Lorraine Smith

(Print Name)

+ Cheryle Smith
Signature

Stacy Lorraine Broderick

(Print Name)

+ [Signature]
Signature

Donald John Darel

(Print Name)

+ Don Darel
Signature

(Print Name)

+ [Signature]
Signature



CLIENT INFORMATION

Primary Mailing address

Range Act agreement holders must identify **one** mailing address for all correspondence relating to the agreement. This will be the address where notices, invoices, statements, letters and all other correspondence relate to the *Range Act* agreement is sent. This may be the same or different from an individual's personal address or a corporations business address. If more than one individual is named as a holder of an agreement we **do not** send copies of correspondence to all individuals named.

Note: If an agreement is held by one individual or a corporation and correspondence will be sent to the individuals address or corporate address then this form is not needed.

Agreement Number: RAN 076918

Cheryle Lorraine Smith	
MAILING ADDRESS	
s.22	
POSTAL CODE	
EMAIL ADDRESS	PHONE #
s.22	s.22



CLIENT INFORMATION (Individual)

<u>FULL LEGAL NAME (NO INITIALS)</u>			CLIENT NO. (for Ministry use only)	
SURNAME:	FIRST NAME:	MIDDLE NAME(S):	DRIVER'S LICENCE NO.	
Smith	Cheryle	Lorraine	s.22	
MAILING ADDRESS:			DATE OF BIRTH	
s.22			s.22	
POSTAL CODE:		EMAIL ADDRESS:	TELEPHONE NO.	FAXCOM NO.
s.22			s.22	

<u>FULL LEGAL NAME (NO INITIALS)</u>			CLIENT NO. (for Ministry use only)	
SURNAME:	FIRST NAME:	MIDDLE NAME(S):	DRIVER'S LICENCE NO.	
Broderick	Stacy	Lorraine	s.22	
MAILING ADDRESS:			DATE OF BIRTH	
s.22			s.22	
POSTAL CODE:		EMAIL ADDRESS:	TELEPHONE NO.	FAXCOM NO.
s.22			s.22	

<u>FULL LEGAL NAME (NO INITIALS)</u>			CLIENT NO. (for Ministry use only)	
SURNAME:	FIRST NAME:	MIDDLE NAME(S):	DRIVER'S LICENCE NO.	
Darel	Donald	John	s.22	
MAILING ADDRESS:			DATE OF BIRTH	
s.22			s.22	
POSTAL CODE:		EMAIL ADDRESS:	TELEPHONE NO.	FAXCOM NO.
s.22			s.22	

<u>FULL LEGAL NAME (NO INITIALS)</u>			CLIENT NO. (for Ministry use only)	
SURNAME:	FIRST NAME:	MIDDLE NAME(S):	DRIVER'S LICENCE NO.	
MAILING ADDRESS:			DATE OF BIRTH	
POSTAL CODE:		EMAIL ADDRESS:	TELEPHONE NO.	FAXCOM NO.



CLIENT INFORMATION (Corporation)

PLEASE COMPLETE CLIENT INFORMATION FOR REGISTERED COMPANY, ALL
SHAREHOLDERS AND SIGNING AUTHORITIES.

<u>FULL LEGAL NAME OF REGISTERED COMPANY/CORPORATION</u>	CLIENT NO. (for Ministry use only)
Cascade Contract Falling Ltd.	CORPORATE REGISTRATION NO.
MAILING ADDRESS: Box 1047, Princeton, BC	TELEPHONE NO. 250 295 3310
VOX 1W0	FAXCOM NO.
EMAIL ADDRESS s.22	POSTAL CODE VOX 1W0

<u>FULL LEGAL NAME (NO INITIALS)</u>	CLIENT NO. (for Ministry use only)
SURNAME: FIRST NAME: MIDDLE NAME(S): Parel Donald John	DRIVER'S LICENCE NO. s.22
MAILING ADDRESS: s.22	DATE OF BIRTH s.22
POSTAL CODE s.22	TELEPHONE NO. FAXCOM NO. s.22
SIGNING AUTHORITY: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	IF SHAREHOLDER, PERCENT OWNERSHIP: _____

<u>FULL LEGAL NAME (NO INITIALS)</u>	CLIENT NO. (for Ministry use only)
SURNAME: FIRST NAME: MIDDLE NAME(S):	DRIVER'S LICENCE NO.
MAILING ADDRESS:	DATE OF BIRTH
POSTAL CODE	TELEPHONE NO. FAXCOM NO.
SIGNING AUTHORITY: YES <input type="checkbox"/> NO <input type="checkbox"/>	IF SHAREHOLDER, PERCENT OWNERSHIP: _____

For Ministry Use Only:

FILE #: 15700-20/Smith and Ferguson. AGREEMENT #: RAN076918
STOCK RANGE: Princeton RANGE UNIT AND #: Agate, 3089

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

of: Cascades Forest District
PO Box 4400 STN Main
3840 Airport Road
Merritt, BC V1K 1B8

("the Province")

AND: Cheryle L. Smith and W. Brian Ferguson
s.22

("the Agreement Holder")

This Agreement is dated for reference this 1st day of January, 2008

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:	2010	01	01
Expiry:	2019	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 250 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

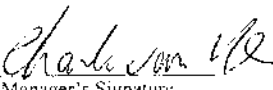
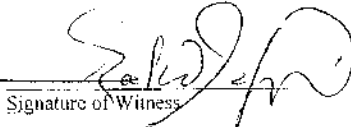
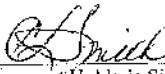

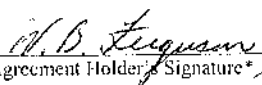
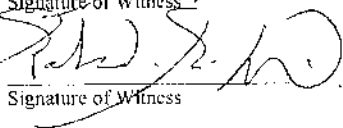
Any notices will be served in the manner provided in the *Range Act*.

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	RENE GARCIA-DAGUER Name of Witness
 Agreement Holder's Signature*	 Signature of Witness	RENE GARCIA-DAGUER Name of Witness
 Agreement Holder's Signature*	 Signature of Witness	RENE GARCIA-DAGUER Name of Witness
 Agreement Holder's Signature*	 Signature of Witness	 Name of Witness

* or Authorized Signatory if the Agreement Holder is a corporation

FILE:	RAN076918	Submitted By:	SMITH, CHERYLE LORRAINE
FILE Type:	E01 - Grazing Licence	Submission Date:	2007-02-12
Submission Area:	1,857.5938	Submitted To:	DCS - Cascades Forest District
Scale:	1:45960	Revised By:	
DATUM:	NAD 83	Revision Date:	
UTM Zone:	NOT AVAILABLE	Cascades:	
Description:	Grazing License		
BCGS Reference Maps:	092H038		

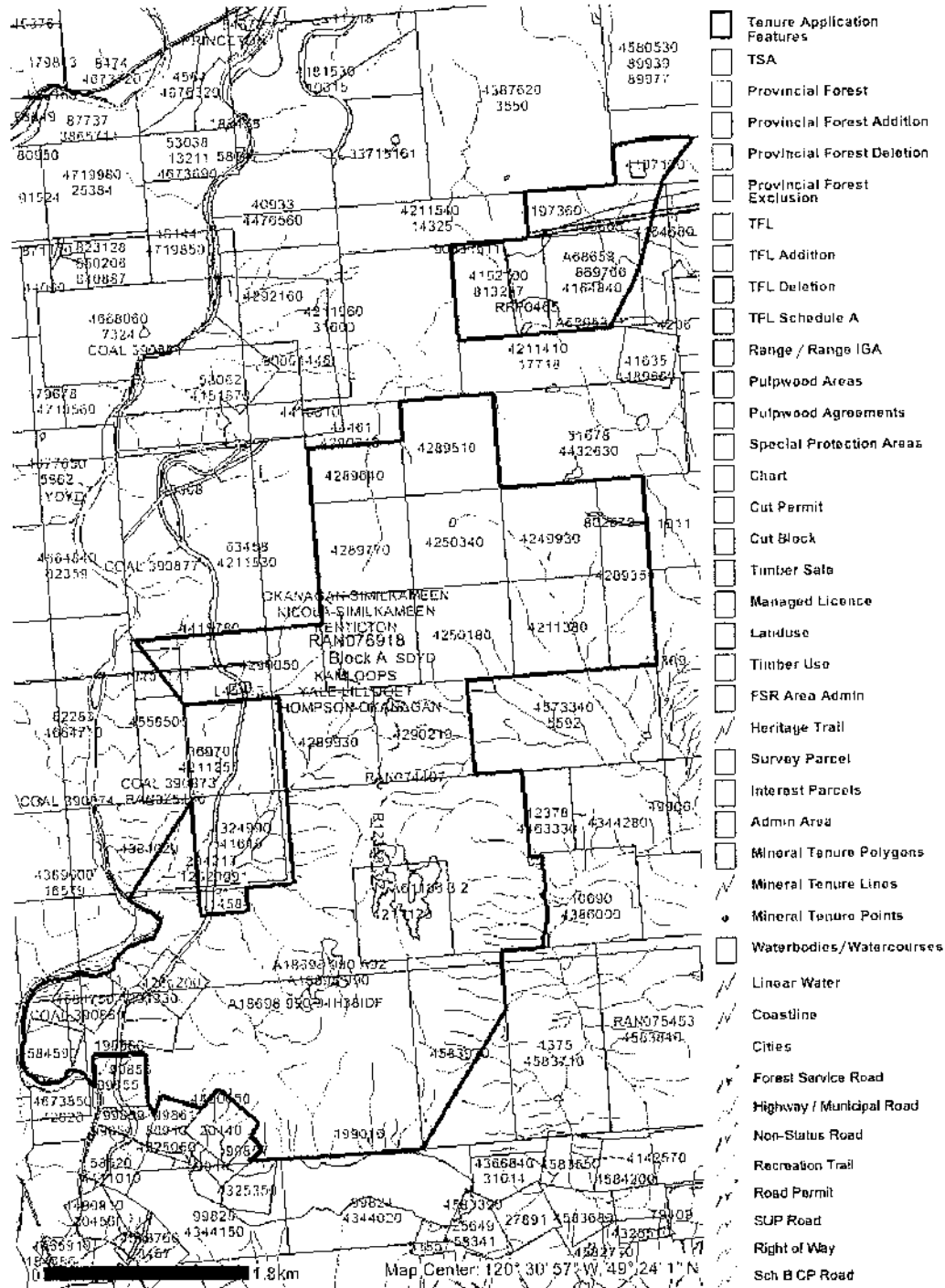


EXHIBIT B

RANGE AGREEMENT RAN076918 Cheryle Smith and W. Brian Ferguson

Special Conditions

January 1, 2010

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

EXHIBIT C

ASSOCIATED LANDS

RANGE AGREEMENT RAN076918
Cheryle Smith and W. Brian Ferguson

EXHIBIT C - AGREEMENT ASSOCIATED PRIVATE LAND

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

(1)	(2)	(3)	(4)	(5)	(6)	(7)
LEGAL DESCRIPTION (LOT NO., LAND DISTRICT, QUARTER SECTION, T., P., REGION)	MARK CROWN GRANT (C.G.) GRAZING LEASE (G.L.) PRIVATE LEASE (P.L.)	AGRICULTURAL LEASE (A.L.) HAY CUTTING LICENCE (H.C.L.) HAY CUTTING PERMIT (H.C.P.) OTHER (I.E., INDIAN RESERVE)	RANGE TO BE USED OUTSIDE THE CROWN RANGE GRAZING SYSTEM HECTARES	RANGE USED TOGETHER WITH THE CROWN RANGE GRAZING SYSTEM HECTARES	FORAGE PRODUCTION HAY SLAGE HECTARES	PARCELS TOTAL AREA HECTARES
2262 SDYD					64.8	64.8
LOT 2 PLAN 31077 DL 3264 SDYD						46.7
(ADD AN ADDITIONAL PAGE IF NECESSARY)	TOTAL HECTARES				64.8	111.5

DATE SIGNED

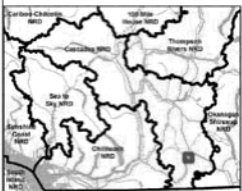
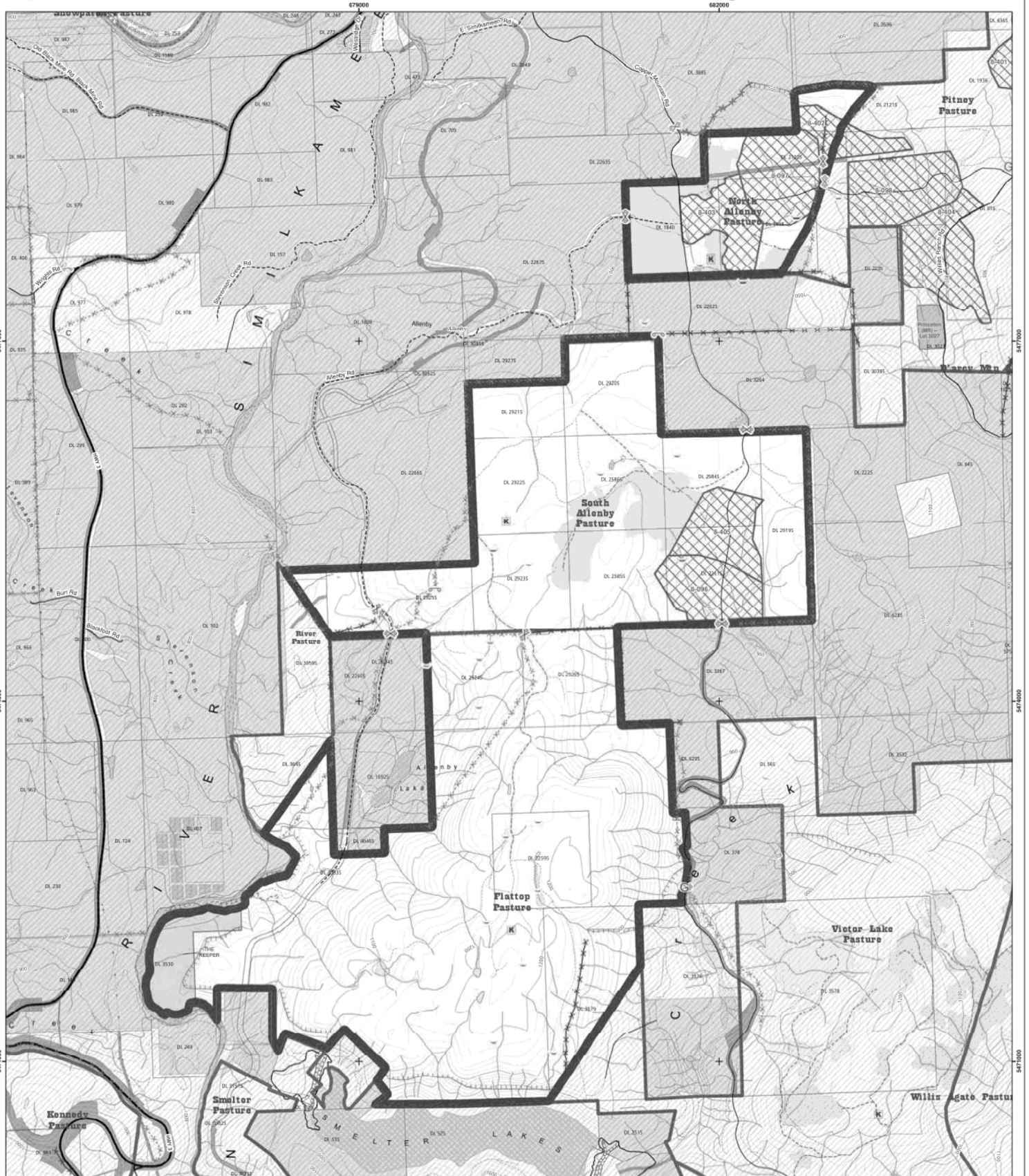
Cheryle Smith

SIGNATURE OF TENURE HOLDER (S)

X *Cheryle Smith*
W.B. Ferguson



RAN076918
Smith, Cheryle L., Broderick, Stacy L. and
Cascade Contract Falling Ltd. (JV)



- Range Tenure Boundary**
Range Pasture Boundary & Name
Cascades NRD (June 30, 2014)
Approved Wildlife Habitat Area & Label
Community Watershed & Label
Alpine (VRI)
Alpine Forest (VRI)
Harvesting <= 5yrs old (2013) (RESULTS)
Plantations <= 5yrs old (2013) (RESULTS)
Forest Service Road
Special Use/Road Permit Road

- Range Improvements**
Location/Attribute Accuracy
Correct/Review/Unknown
Cabin
Cattleguard
Corral
Crossing
Exclosure
Gate
Water Dev't

- Fence - Correct
Fence - Review
Fence - Unknown
Stock Trail - Correct
Stock Trail - Review
Stock Trail - Unknown
Water Development - Approx.
Topological Barrier - Approx.
Recreational Structure - Correct
Key Areas - Approx.
Domestic Water Intake

- Recreation Trails & Label
Recreation Areas - Label
Land Status
Private Land - Surface (ICF)
Surveyed R/W; Trans. Corridors (Tantalis)
Indian Reserves (Admin.)
Ecological Reserves (Tantalis)
Prov. Park, PA, Rec. Area (Tantalis)
Other Protected Areas (FADM/Tantalis)
Other Mgmt Areas (Tantalis/GAR/LRMP)

NOTE: Private Land is known to have errors
- for reference purposes only.

Scale: 1:20,000
0 0.5 1 1.5 Kilometers

Projection/Datum: Albers Equal Area, NAD 83
Created by: Cascades Natural Resource District
Date: September 14, 2018
Project: RUP Mapping
Plotfile: RUP_Smith_Broderick_CCFL_RAN076918



File: 15700-20/Smith, Broderick

August 1, 2017

Cheryle Lorraine Smith JV Stacy Lorraine Broderick
s.22

Dear Sir or Madam:

Please find your signed copy of Non Use Range Agreement for Licence RAN076918 for your records. If you have any questions regarding this Non Use Agreement please contact your zone Agrologist, Philip Gyug at (250) 378-8476 or Philip.Gyug@gov.bc.ca.

Yours truly,

Gurdeep Khangura
Resource & Contract Administrator
Cascades Forest District

Attachment(s): Signed Non Use Agreement

cc: Philip Gyug, Range Agrologist, Cascades Forest District



PROVINCE OF BRITISH COLUMBIA

Ministry of Forests, Lands and Natural Resource Operations

NON-USE RANGE AGREEMENT

For Ministry Use Only:

FILE #:	15700-20/ Smith, Broderick	AGREEMENT #:	RAN#076918
STOCK RANGE:	Princeton	RANGE UNIT AND #:	AGATE, RU #3089

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

of:	Cascades Forest District 3840 Airport Rd. PO Box 4400 Station Main Merritt, British Columbia V1K 1B8
-----	--

("the Province")

AND:	Cheryle Lorraine Smith JV Stacy Lorraine Broderick s.22
------	---

("the Agreement Holder")



This agreement is dated for reference this 20th day of June, 2017.

WHEREAS:

- A: The parties entered into a Grazing Licence RAN076918 dated the 1st day of January, 2010; and
B: The parties have agreed to amend the Grazing Licence.

NOW, THEREFORE, the parties agree as follows:

As provided by section 46 (1) of the *Range Act*, the Province and the Agreement Holder(s) have agreed that less than 90% of the animal unit months specified in the grazing license will occur under the following terms and conditions:

1. TERM

The Term of this Agreement will be as follows:

	Year	Month	Day
Start:	2017	05	10
Expiry:	2021	12	31

2. NON-USE AGREEMENT AREA

All areas within the Exhibit A range area as specified within the grazing licence, RAN076918.

3. RIGHTS

The grazing rights associated with the grazing licence, RAN076918, will be protected under the terms and conditions of this agreement until December 31, 2021, in the amount of 250 Animal Unit Months authorized yearly use.

All or portions of the yearly authorized use not utilized as specified in the restocking schedule may be allocated to another person under Section 16(2) of the *Range Act* for the term of this non-use agreement.

Where livestock numbers are below the minimum restocking requirement on a given year, these grazing rights will not be protected and Section 48 of the *Range Act* will apply.

4. NON-USE AND RESTOCKING SCHEDULE

The minimum restocking schedule will be as follows:

Year	% Authorized Animal Unit Month (AUM) Use	Minimum Stocking Level (AUMs)	Number and Class of Cattle
2017	38	96	s.21
2018	38	96	
2019	38	96	
2020	38	96	
2021	≥90	225	

The Agreement Holder(s) must ensure that the above specified percentage of the authorized yearly use is used for each of the specified calendar years.

An amendment to the Range Use Plan must be submitted outlining how the AUMs will be utilized. Failure to adhere to the terms and conditions of this amendment may lead to a permanent reduction of your yearly-authorized use.

Provided that a grazing tenure for the unused authorized AUMs have not been temporary allocated under section 16(2) of the *Range Act* to another party, you may restock at higher levels than the above restocking schedule after you have informed this office in writing at least 30 days prior to turnout.

If a grazing tenure has been issued to another party under section 16(2) of the *Range Act*, you must provide written notice by **January 15th** of any given year where you intend to restock at levels higher than the above restocking schedule.

5: ANNUAL FEES AND ANNUAL RENT

All annual fees for use of forage and annual rent must be paid each year as specified within the *Range Act* and *Range Regulations*. However, if a grazing permit has been entered into under section 16(2) of the *Range Act*, the grazing fees will be reduced in proportion as provided by section 15(4)(h) of the *Range Regulations*.

If Billable

100% use and annual rent will be billed according to sections 15 and 16 of the *Range Regulations*.

6. MAINTENANCE RESPONSIBILITIES FOR RANGE IMPROVEMENTS

All range improvement maintenance responsibilities must be fully satisfied in an effective operating condition during the term of this non-use including livestock trails, corrals, water developments, fences/gates, non-status cattleguards.

7. NEWLY PURCHASED LIVESTOCK

Newly purchased livestock must be branded and not be turned directly onto Crown range. They must be penned or pastured with the range herd for at least two weeks prior to turnout onto Crown range to allow opportunity for assimilation into the herd and for disease developments to be noted and treated.

8. CHANGES IN CONTROL OF THE ASSOCIATED PRIVATE LANDS AND/OR THE GRAZING TENURE

If there are changes in control of the associated private lands and/or the grazing licence or grazing tenure during the term of this non-use agreement, this non-use agreement may be revoked, at the discretion of the District Manager.

9. NOTICES

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

This Agreement forms an integral part of the Grazing Licence RAN #076918 and should be attached to it.

C. A. Wald
District Manager's Signature

[Signature]
Signature of Witness

Gurdeep Khangura
Name of Witness

[Signature]
Agreement Holder's Signature*

[Signature]
Signature of Witness

Mary-Louise Schmidt
Name of Witness

[Signature]
Agreement Holder's Signature*

[Signature]
Signature of Witness

Mary-Louise Schmidt
Name of Witness

* or Authorized Signatory if the Agreement Holder is a corporation

RANGE USE PLAN**Cheryle L. Smith and William B. Ferguson**

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

The attached map is part of the Range Use Plan.

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

NAME: CHERYLE SMITH AND WILLIAM B. FERGUSON	RANGE TENURE #: RAN076918
ADDRESS: s.22 s.22	TENURED AUM's: 250 (NET AUTHORIZED)
TELEPHONE: s.22	STOCK RANGE: PRINCETON
FAX: s.22	RANGE UNIT NAME/RU#: AGATE 3089
E-MAIL:	

This plan was prepared by: CHERYLE SMITH + BRIAN FERGUSON


Signature of Agreement Holder

2014 / 03 / 01
yy mm dd

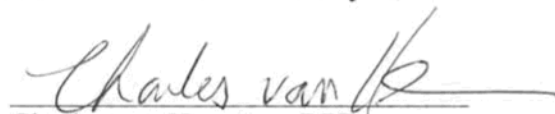

Signature of Agreement Holder

2014 / 03 / 01
yy mm dd

* Or authorised signatory if agreement holder is a corporation.

Effective Date: January 1, 2015

Expiry Date: December 31, 2019


Charles van Hemmen, RPF
District Manager
Cascades Natural Resource District

2014 / 11 / 19
yy mm dd
Approved

SECTION I. GRAZING SCHEDULE

Pasture name	Period of use Turn in ----- Turn out	No. and class of Livestock
Pasture Name NORTH ALLENBY	MAY 10 date in date out MAY 31	s.21
Pasture Name SOUTH ALLENBY	JUNE 1 date in date out JUNE 30	
Pasture Name FLATTOP	JULY 1 date in date out AUG 31	
SOUTH ALLENBY	SEPT. 1 — SEPT. 30	
NORTH ALLENBY	OCT. 1 — OCT. 31	

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

RANGE READINESS, STUBBLE HEIGHT AND PLANT COMMUNITIES

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

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

SECTION II. ACHIEVING DESIRED PLANT COMMUNITIES

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

PLANT COMMUNITIES	What actions will the tenure holder take to establish or maintain Desired Plant Communities? (in this section consider management strategies: salting, herding/riding, range monitoring etc)
<p>KENTUCKY BLUEGRASS/BALTIC RUSH/ GRASSLAND This community is an open grassland site: Kentucky bluegrass, baltic rush, perennial ryegrass, foxtail barley, stiff needlegrass, junegrass and pasture sedge are all present in the grass layer. The area became a grassland community long ago due to homesteading. This area is in an early seral stage of succession. PNC would have some ponderosa pine as well as Douglas-fir. There would be less domestic grasses and we would see grass species such as bluebunch wheatgrass and pinegrass present.</p> <p>PONDEROSA PINE/PINEGRASS The overstory is made up of ponderosa pine, Douglas-fir and a minor amount of trembling aspen. Prickly rose, common snowberry, prairie rose and oregon grape are the primary shrubs. Pinegrass, stiff needlegrass, red top and bluebunch wheatgrass are the primary grasses. American vetch, early blue violet, tiger lily and yarrow make up the forb layer.</p> <p>PINEGRASS/DOUGLAS-FIR CUTBLOCKS This community is comprised of a number of selectively logged Douglas-fir sites. The logging took place in the early 90's. The overstory is made up of Douglas-fir, lodgepole pine and a minor amount of trembling aspen. Kinnikinnick, prickly rose and birch leaved spirea are the main shrubs. Pinegrass makes up the major portion of the grass layer with western fescue, kentucky bluegrass and spreading needlegrass also present. Wild strawberry, field pussytoes, early blue violet, fireweed, and silky lupine are present in the forb layer.</p> <p>DOUGLAS-FIR/PINEGRASS This community is made up of a large area that has had fire activity 80 to 100 years ago. The overstory is a mixture of Douglas-fir, ponderosa pine and lodgepole pine with Douglas-fir being the predominant species. The shrub component is comprised of kinnikinnick, birch leaved spirea, prickly rose, oregon grape, and soopolallie. Pinegrass is the primary grass species. There is a diverse forb layer which includes silky lupine, rosy pussytoes, slender hawkweed, racemose pussytoes, heart leaved arnica and wild strawberry.</p>	<p>* RANGE INSPECTION WILL TAKE PLACE PRIOR TO TURNOUT.</p> <p>* FORAGE & FENCE WILL ALSO BE CHECKED AS WELL AS DUGGOUTS</p> <p>- LIVESTOCK MOVED THROUGHOUT PASTURES THROUGH HERDING AND SALT PLACEMENT.</p> <p>- SALT IS PLACED AWAY FROM WATER SOURCES AND CUTBLOCKS</p> <p>- CATTLE ARE CHECKED ONCE A WEEK, AT LEAST.</p>

**PONDEROSA PINE/SNOWBERRY/
BLUEBUNCH WHEATGRASS**

This semi open ponderosa pine community is situated on the south-westerly slopes overlooking Allenby Lake. The overstory is made up of ponderosa pine and Douglas-fir with an open canopy. Snowberry, kinnikinnick, spreading dogbane, birch leaved spirea, saskatoon, rocky mountain juniper and soopolallie are present in the shrub layer. Bluebunch wheatgrass and pinegrass are the primary grass species with trace amounts of junegrass, red three awn and stiff needlegrass. Yarrow, slender hawkweed, umber pussytoes, wild strawberry and showy daisy make up the forb layer.

KINNIKINNICK/PINEGRASS

This community is situated on the height of land of this tenure area and comprises a major portion of this tenure. There are some signs of selective logging haven taken place many years ago. The overstory is a combination Douglas-fir and ponderosa pine; Douglas-fir tends to be dominant. Kinnikinnick, soopolallie, birch leaved spirea, nootka rose, prickly rose, ocean spray, saskatoon and raspberry are some of the shrubs present. Pinegrass, northwestern sedge, junegrass, western fescue and orchardgrass are in the grass layer. Racemose pussytoes, wild strawberry, yarrow, field pussytoes are present in the forb layer.

**PINEGRASS/LODGEPOLE PINE
CUTBLOCKS**

This community is comprised of a number of clearcut blocks. These blocks were logged in the early 90's. Kinnikinnick, birch leaved spirea, soopolallie, Bebb's willow, grouseberry, twinflower and sitka alder make up the major shrub species. Pinegrass is the primary grass species with traces of bluejoint, Kentucky bluegrass, junegrass and northwestern sedge also present. Wild strawberry, fireweed, slender leaved hawkweed, yarrow, tiger lily and common red paintbrush are present in the forb layer.

**BEAKED SEDGE/TREMBLING ASPEN
MEADOWS**

This plant community is made up of a number of small sedge meadows located on the upper portion of the Flattop Pasture. There is an overstory along the water's edge of trembling aspen. Bebb's willow makes up the shrub component and it is fairly well distributed along the water's edges and upland to some degree. Beaked sedge is the primary grasslike species and it covers up to 75% of the water's edge. Nuttall's alkali grass and timothy are also present in trace amounts. Pond weed, sweet

<p>scented bedstraw, sticky cinquefoil, purple willowherb and narrow leaved burr reed are present in the forb layer.</p> <p>BLUEBUNCH WHEATGRASS/JUNIPER/ARROW LEAVED BALSAMROOT</p> <p>This community is comprised of a number of semi open steep hillside areas overlooking the Similkameen river. The sparse overstory is a combination of ponderosa pine and Douglas-fir. Juniper is the primary shrub with both common and rocky mountain juniper present. Bluebunch wheatgrass, pinegrass, and junegrass make up the grass species. Arrow leaved balsamroot, parsnip flowered buckwheat, silky Lupine yarrow and pasture sage are present in the forb layer.</p> <p>LODGEPOLE PINE/PINEGRASS</p> <p>This community type will make up the largest portion of the Flattop pasture. The overstory of mature lodgepole pine is the primary tree species with Douglas-fir also present but to a lesser degree. Soopolallie, grouseberry, twinflower and kinnikinnick make up the main shrub component. Pinegrass and western fescue are the grass species. heart leaved arnica, wild onion, wild strawberry, one sided wintergreen, and racemose pussytoes are present in the forb layer.</p>	
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SECTION III. MINISTER SUPPLIED ISSUES

ISSUES: (these are current or potential issues or areas of conflict on the tenure area)	Tenure holder supplied actions and strategies to mitigate potential issues.
Issue 1: Wildlife Habitat Areas: Williamson's Sapsucker	<ul style="list-style-type: none"> • I HAVE BEEN CONTACTED BY "BIRD SOCIETY OF BC" (?) AND HAVE • GIVEN THEM PERMISSION TO PUT • BIRDHOUSES FOR SAPSUCKERS (WILLIAMSON) ON MY PROPERTY
Issue 2: The area to which this Range Use Plan applies has been designated as an approved Ungulate Winter Range. It is important to pay particular attention to the forage stubble height and browse utilization levels.	<ul style="list-style-type: none"> • CHECK FORAGE STUBBLE HEIGHT • - IF NECESSARY, REMOVE CATTLE • TO PRIVATE PASTURE IN FALL. • .
Issue 3:	<ul style="list-style-type: none"> • . • . • .

SECTION IV. TENURE HOLDER SUPPLIED ISSUES AND PROVIDED ACTIONS

ISSUES:	What actions will the tenure holder take to mitigate the issue? (ie discuss issue with range staff, meet with stakeholders, management strategies etc.)
Issue 1: POSSIBLE LOGGING - NONE OTHER RIGHT NOW	<ul style="list-style-type: none"> • BEING ADDRESSED WITH WAREHOUSE. • . • .
Issue 2:	<ul style="list-style-type: none"> • . • . • .
Issue 3:	<ul style="list-style-type: none"> • . • . • .

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

INVASIVE PLANTS	Specify measures to prevent the introduction or spread of plants prescribed in the Invasive Plants Regulation, that are likely to result from your range practices.
<u>Introduction & Spread of:</u> (include weeds known to agreement area) <ul style="list-style-type: none"> • Hound's-tongue • Spotted knapweed • Diffuse knapweed • Dalmatian toadflax • Hawkweed sp. • Canada thistle • Bull thistle • Common tansy • Scentless chamomile • Hoary alyssum 	<ul style="list-style-type: none"> • MONITOR RANGE FOR NEW OBNOXIOUS PLANTS. • WE CONTINUE TO CONTROL OBNOXIOUS PLANTS ON OUR PRIVATE LAND BY CUTTING, HAND PULLING, AS WELL AS CHEMICAL & BIO CONTROL AGENTS. THIS WILL INSURE LIVESTOCK IS FREE OF BURRS (SUCH AS HOUNDSTONGUE & BURDOCK) BEFORE THEY ARE TURNED OUT ON CROWN RANGE.

SECTION VI. RANGE IMPROVEMENT MAINTENANCE AGREEMENT

Range Development	Length (km)	Responsibility (person, party, etc.)	Type	Comments
Boundary Fences:	unknown	landowners + range users	Barb wire	as in past
Pasture Fences (when in common):	unknown	our responsibility		as in past
Total Km's				
Other: (Water dev., corrals, range reference areas, CG, etc.)		<ul style="list-style-type: none"> Loggers are responsible for cattle guards we look after water development 		

*All improvements have been identified on the attached RUP map.

SECTION VII. ANIMAL IDENTIFICATION

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

Please draw your registered brand and describe your tag:

Brand (s)	Location (s)
OY	Right hip (Smith)
BV	RIGHT HIP (FERGUSON)

Ear tags:

Color: blue Location: ☒ left ear ☐ right ear ☐ brisket
WHITE ☒ right ear

Ear notches:

Location: ☐ left ear ☐ right ear ☐ brisket

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