# **Grazing Licence**

For Ministry Use Only:

FILE#:

15700-20/Squair, Darrell AGREEMENT #:

RAN077001

STOCK RANGE:

RANGE UNIT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT

OF THE PROVINCE OF BRITISH COLUMBIA as represented by the DISTRICT MANAGER

MINISTRY OF FORESTS, LANDS NATURAL RESOURCE OPERATIONS AND RURAL

DEVELOPMENT

**OKANAGAN SHUSWAP RESOURCE DISTRICT** 

2501-14 Avenue

Vernon, British Columbia

V1T 8Z1

(the "District Manager" and the "Province")

DARRELL SQUAIR

AND:

705 Squaw Valley Road

Lumby, BC V0E 2G6

("the Agreement Holder")

#### WHEREAS:

- The District Manager offered the Agreement Holder a replacement for Grazing Licence Number RAN077001, pursuant to Section 23 of the Range Act. The Agreement Holder accepted the replacement offer, and;
- ₿. The parties have entered into this Licence pursuant to Section 23 of the Range Act.

## THE PARTIES agree as follows:

## 1.00 <u>TERM</u>

- 1.01 The term of this Licence is 25 years beginning on January 1, 2020, and ending on December 31, 2044.
- This Licence is replaceable under the Range Act. 1.02

### 2.00 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; and
- (b) exclusions arising from Exhibit B conditions.

This Agreement does not authorize the use of any fee simple land within the bold black line for any purpose.

### 3.00 GRANT OF RIGHTS

- 3.01 Subject to this Licence and its associated Range Use Plan or Range Stewardship Plan:
  - (a) the Agreement Holder may graze livestock, and
  - (b) the Authorized Yearly Use is 1437 animal unit months ("AUMs").

## 4.00 ASSOCIATED PRIVATE LAND OR TENURE

For the purposes of Sections 21.1 and 29 of the Range Act, the Agreement Holder's associated private lands and/or associated tenures are listed in Exhibit C of this Agreement. The Agreement Holder must continue to retain any associated private lands and/or hold any associated tenures listed in the Exhibit C for the duration of the term of the licence. Written consent to amend the Exhibit C must be obtained from the District Manager.

### 5.00 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 Forest and Range Practices Act.

## 6.00 REPORTING

- 6.01 The District Manager, in a notice, may require the Agreement Holder from time to time to prepare and send a report containing such information as the District Manager requires regarding the Agreement Holder's performance of his/her obligations under or in respect of this Licence.
- 6.02 Upon receipt of a notice referred to in paragraph 6.01, the Agreement Holder, on or before the date specified in the notice, must submit a report to the District Manager containing the required information.

## 7.00 FINANCIAL

- 7.01 The Agreement Holder will pay annual rent, fees, fines and any other financial assessments as required under the Range Act.
- 7.02 The Agreement Holder will pay administrative penalties, fines, remediation costs, and any other financial assessments as required under the *Forest and Range Practices Act*.
- 7.03 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.
- 7.04 Fees and all other financial assessments must be paid as specified on the Province's invoices or statements.

## 8.00 LIVESTOCK OWNERSHIP AND CONTROL

The Agreement Holder will graze on the Agreement Area only livestock which the Agreement Holder owns, unless otherwise agreed to by the District Manager. The livestock will be marked with the holder's registered brand or marked in another manner approved by the District Manager.

## 9.00 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 fee simple or leased lands that are not separated from Crown range by a fence or other barrier to livestock movement.

## 10.00 CLAIMS

- 10.01 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.
- 10.02 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.
- 10.03 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.
- 10.04 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.

### 11.00 NOTICES

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

## 12,00 SPECIAL CONDITIONS

The Special Conditions, if any, are listed in Exhibit B of this Agreement. If there is any contradiction between any such conditions and any other terms of this Agreement, the Special Conditions will prevail.

## 13.00 REPRESENTATIONS

- 13.01 The Agreement Holder represents and warrants to the District Manager that:
  - (a) the Agreement Holder has the ability to undertake and complete its obligations under the Licence;
  - (b) he/she is the owner of the fee simple lands, the lessee of the leased lands, and/or the holder of the tenure listed on the attached Exhibit C;
  - (c) has the ability to undertake and complete its obligations under the licence within the term;
  - (d) has the ability to carry out its obligations in a safe and environmentally sound fashion; and
  - (e) there is no legal or other reason why the Agreement Holder cannot enter into the Licence.

### 14.00 TERMINATION

- 14.01 The Agreement Holder can surrender this Licence at any time.
- 14.02 If the Agreement Holder commits an act of bankruptcy, completes a disposition or change in control of the Grazing Licence for the benefit of its creditors, or otherwise acknowledges its insolvency, the Agreement Holder is deemed to have failed to perform an obligation under this Licence.

## 15.00 MISCELLANEOUS

- 15.01 The laws of British Columbia will govern the interpretation of this Licence and the performance of the Licensees' obligations under this Licence.
- 15.02 The Exhibits attached to this Licence are deemed to be part of this Licence.
- 15.03 Nothing in this Licence authorizes the Agreement Holder to in any way restrict the Government's right of access to the Agreement Area.
- 15.04 The Agreement Holder must ensure that its employees, agents and contractors comply with the range legislation when engaging in or carrying out activities or operations under or associated with the Licence.

16.00 SIGNATURES

RAY CRAMPTON, R

DARRELL SQUAIR

\*Or Authorized Signatory or Corporate Seal if the Agreement Holder is a Corporation.



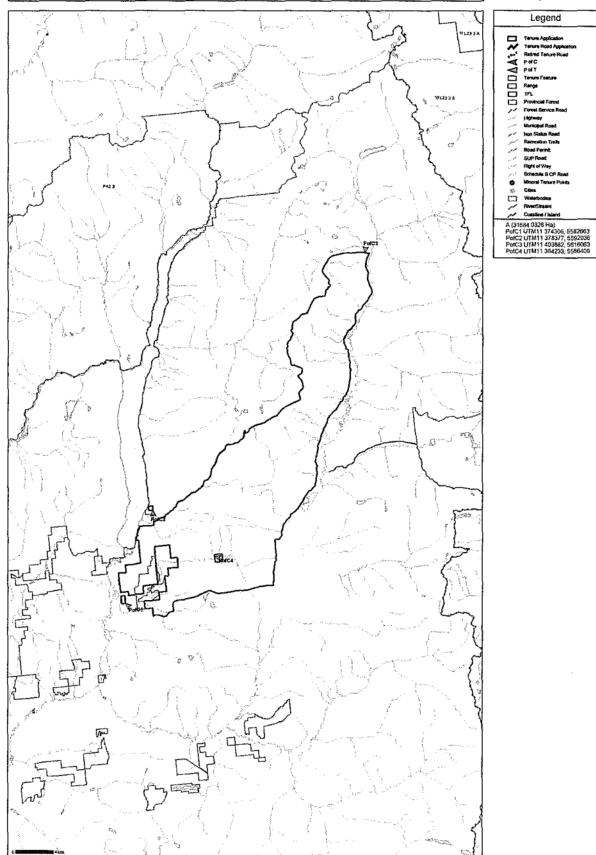
# Ministry of Forests and Range

## **EXHIBIT A**



i	MAP OF : RAN077001 Amondment #1764	(shown in bold black)	
	FOREST REGION: RSI FOREST DISTRICT: DOS	TSA: LAND DISTRICT : ODYD	MGT UNIT TYPE: PROVINCIAL FOREST MGT UNIT NO:
		SCALE : 1-250000 at 8 Size Area (Haj: 31684.039	DRAWN BY : FTA DATE : Jul 11, 2011





#### Exhibit B

## RANGE AGREEMENT RAN077001 Special Conditions

### COMMENSURABILITY

The Agreement Holder must maintain the productive capacity of the associated private lands such that, within two (2) years, these lands could and would be able to sustain all the livestock authorized under this agreement during the period the livestock are not authorized to be on Crown land under this agreement.

#### OVERWINTERING

The Agreement Holder must overwinter at least 70% of the authorized livestock under this agreement on the associated private lands during the preceding winter unless a written waiver of the overwintering requirement has been provided by the District Manager.

#### CATTLE COUNT

The Agreement Holder shall make all livestock available for counting by a Range Officer during the overwintering period. Provisions for a summer count of non-agreement livestock on private pasture shall be made at the request of the Range Officer.

#### NEWLY PURCHASED LIVESTOCK

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

### CONTAINMENT OF LIVESTOCK WITHIN THE AGREEMENT AREA

The Agreement Holder must address issues identified by the District Manager under Sections 33(1)(c) or 35(1)(c) of the Forest and Range Practices Act with respect to containing livestock authorized under this agreement within the agreement area to the District Manager's satisfaction.

#### FACILITIES ON ASSOCIATED LANDS

The Agreement Holder must maintain facilities on the associate private lands that are sufficient to feed, medically treat, brand, tag, and load/unload the livestock authorized under this agreement.

## 7. HERD HEALTH

If your agreement area occurs within a community watershed you must address herd health with a program that includes recognized prescriptions that address livestock diseases for the interior of British Columbia.

### 8. BRANDING LIVESTOCK

All livestock authorized under this agreement must be oranded with the Agreement Holder's registered brand.

### FENCE MAINTENANCE RESPONSIBILITIES

Range agreement holders will be responsible for 50% of the boundary fences between adjacent range areas and where the adjacent range areas are vacant they are responsible for 100%. In common range areas, range agreement holders will split fence and other range development maintenance responsibilities and the construction costs of new range developments by percentage of authorized use.

# **Forage and Land Statement Form**

## **Forage Statement:**

The average yearly crop on the associated private lands is:

400	tonnes hay
2000	tonnes silage
	tonnes feed grain.

## Land Statement:

I own or hold under lease the following associated private land(s):

# **Exhibit C - Appurtenant Lands:**

Parcel Identification Number (PID)	Land Description (Legal Description including Lot #, Land District, Section, T.P. Region)	Type of Holding (Crown Grant (CG), Ag. Lease (AL), Grazing Lease (GL), Private Lease (PL)	Hay (acres)	Pasture (acres)	PLD : (acres) Additional Pasture not separated by a fence and used in conjuntion with crown land	Total (acres)
009-429-611	W1/2 See 26 TWP 43 Home place	Private	150	170		320
013-623-656	W1/2 See 23 TW+ 43	Private	150	170		320
013-623-785	Sw 1/4 Sec 35	Printe	70	80		180
	SW 1/4 Sec 14 TUP 43	Private	50	110.		160
009-194-231	44 NW 1/4 Sec 32 TWP 44	Private	100	60		160

other totaling 19 1915 3000 acris



# Ministry of Forests, Lands and Natural Resource Operations



Okanagan Shuswap Resource District

File Number	: 15700-20/	Huwer	Agree	ement Numbe	r. RAN077168
BETWEEN:		JESTY THE QUE VINCE OF BRITI			
	c/o THE I	DISTRICT MANAG	GER		
	The parties entered into Grazing Licence dated the 28 day of June, 2010; and The parties have agreed to amend the Grazing Licence.  THEREFORE, the parties agree as follows:  Add Darrell Squair and Doris Squair (Squaw Valley Ranch) to the Grazing Licence RAN077168 for a period of 3 years commencing in 2016;  William (Bill) Ralph Huwer will continue to provide private lancs associated with the range whilst Darrell Squair and Doris Squair stock the range with cattle;  The cattle to be put on the range are branded S over V – Right hip or OS – Right hip. These brands are registered to Darrell and Doris squair.				
			("the Province"	")	
	AND:	2945 Mabel La Lumby, Britisl	ke Road i Columbia	·	· ·
		<b>(</b> "th	e Agreement Ho	older")	
This agreem	ent is dated	for reference this	5th day of June	e, 2016.	
WHEREAS:					
A: The	parties ente	ered into Grazing L	icence dated the	e 28 day of Ju	ne, 2010 ;and
B: The	parties have	e agreed to amend	the Grazing Lic	cence	
NOW, THER	EFORE, the	e parties agree as	follows:		
					ne Grazing Licence
PAN SH	ds are reģis	tered to Darrell ar	id Doris squair.	ver V – Right h	aip or OS – Right hip. These
L'AND	MSTAICT I	MANAGER			Charles Adum
District Mana	ger's Signa	ture S	ignature of Witne	ess	Name of Witness
Agreement H	_	nature* S	ignature of Witne	ess	Name of Witness Charles Oduro
, 1	<u> </u>	_	<u> </u>		chanles Oduro
'fam	21/		( action	) <del></del>	Page 1 of 2
Ministry of Fores Natural Resource		Okanagan Shuswap Di	strict Mailing Ad 2501 – 14ti		Tel: (250) 558-1700 Fax: (250) 549-5485

Version, BC VIT

Website: www.gov.be.ca/for/dos

## FW: New FOI Request FNR-2022-20780: Estimate due March 2, 2022

From: Howe, Ramona FLNR:EX <Ramona.Howe@gov.bc.ca>

To: Watts, Mike FLNR:EX < Mike. Watts@gov.bc.ca>

Zanotto, Tony FLNR:EX <Tony.Zanotto@gov.bc.ca>, Boettcher, Michelle L FLNR:EX Cc:

<Michelle.Boettcher@gov.bc.ca>, Peters, Kialha FLNR:EX <Kialha.Peters@gov.bc.ca>

March 29, 2022 3:41:59 PM PDT Sent:

image006.png, image001.png, image012.png, image014.png, image016.png, image018.jpg, Attachments:

> image019.png, image017.png, image015.png, image013.png, image010.png, image011.png, image002.png, image008.png, image009.png, image007.png, image004.png, image005.png,

image003.png

Please see below I have completed the TOP information FSR and RP

From: Zanotto, Tony FLNR:EX < Tony.Zanotto@gov.bc.ca>

**Sent:** February 23, 2022 2:17 PM

To: Watts, Mike FLNR:EX < Mike.Watts@gov.bc.ca>

Subject: FW: New FOI Request FNR-2022-20780: Estimate due March 2, 2022

Hi Mike,

Most of the request deals with Road Permits and Cutting Permits. Please review the list below and identify who the clients are.

Name and contact information regarding the following 8 resource roads

- Tenure ID/Forest File ID: 1111 FSR primary Gorman Brothers Limited/
- Tenure ID/Forest File ID: 0905 FSR primary Tolko/Gorman Brothers 2. Limited

# **Above Contact info from Client for Above**

### Gorman Bros Lumber Ltd.

Client Number: s.21 Client Name: GORMAN BROS. LUMBER LTD.

Type: Corporation

Clear Rev History Back Go

### CLIENT07 - Location List

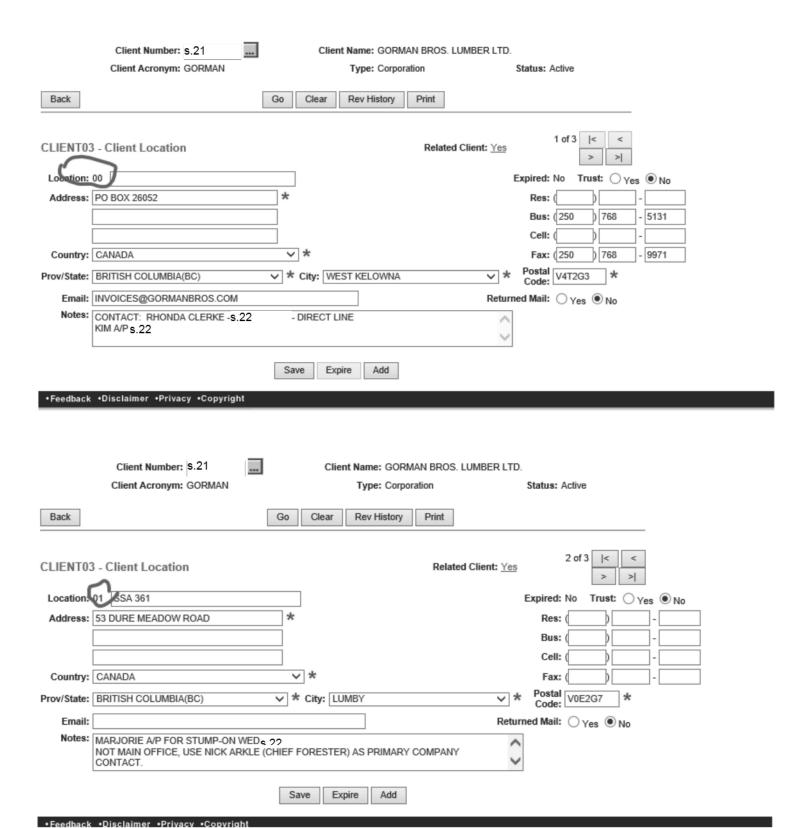
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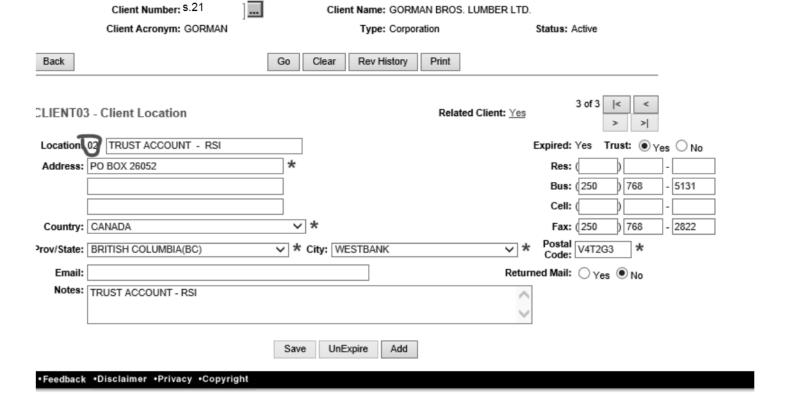
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01 - SSA 361		53 DURE MEADOW ROAD	LUMBY	BC	Details History
02 - TRUST ACCOUNT - RSI	TRU	PO BOX 26052	WESTBANK	BC	Details History

Add Back

Client Acronym: GORMAN



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## Canoe Forest Products Ltd.

Client Number: S.21 Client Name: CANOE FOREST PRODUCTS LTD.

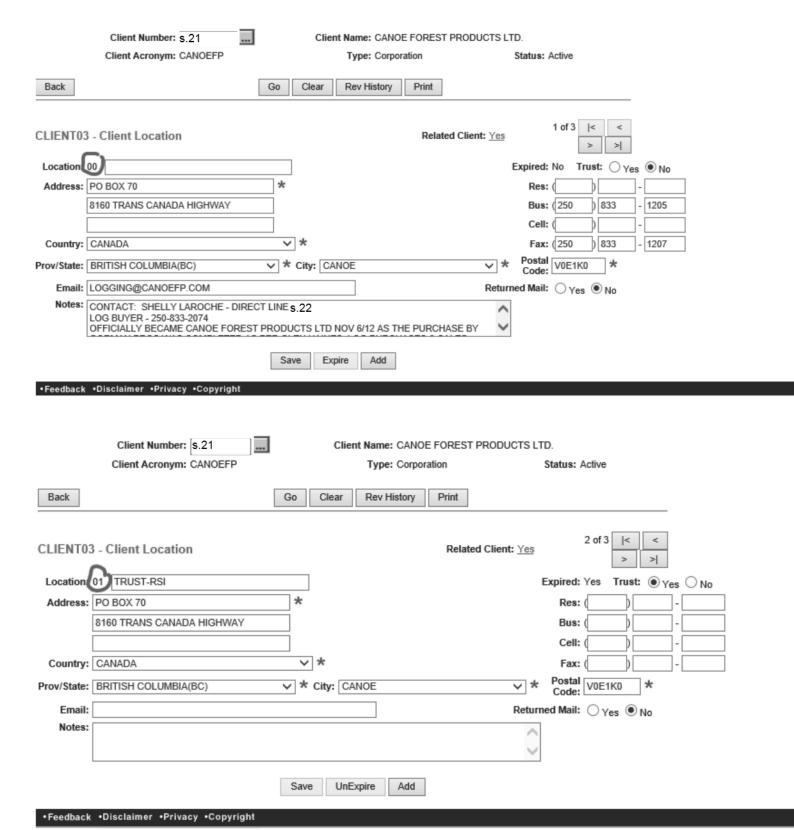
Client Acronym: CANOEFP Type: Corporation Status: Active

Back Go Clear Rev History Print

## CLIENT07 - Location List

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Location		Address	City	Prov/ State	
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01 - TRUST-RSI	TRU	PO BOX 70 8160 TRANS CANADA HIGHWAY	CANOE	ВС	Details History
02 - TRUST	TRU	PO BOX 70 8160 TRANS CANADA HIGHWAY	CANOE	ВС	Details History



Client Acronym: CANOEFP Type: Corporation Status: Active Back Go Clear Rev History Print 3 of 3 |< CLIENT03 - Client Location Related Client: Yes > Expired: Yes Trust: 

Yes No TRUST \* Address: PO BOX 70 Res: ( 8160 TRANS CANADA HIGHWAY Bus: ( Cell: ( **~** \* Country: CANADA Fax: ( Postal Code: V0E1K0 ✓ \* City: CANOE Prov/State: BRITISH COLUMBIA(BC) Returned Mail: O Yes No Email: Notes: UnExpire Save Add •Feedback •Disclaimer •Privacy •Copyright

Client Name: CANOE FOREST PRODUCTS LTD.

## **TOLKO INDUSTRIES LTD Only active location**

•Feedback •Disclaimer •Privacy •Copyright

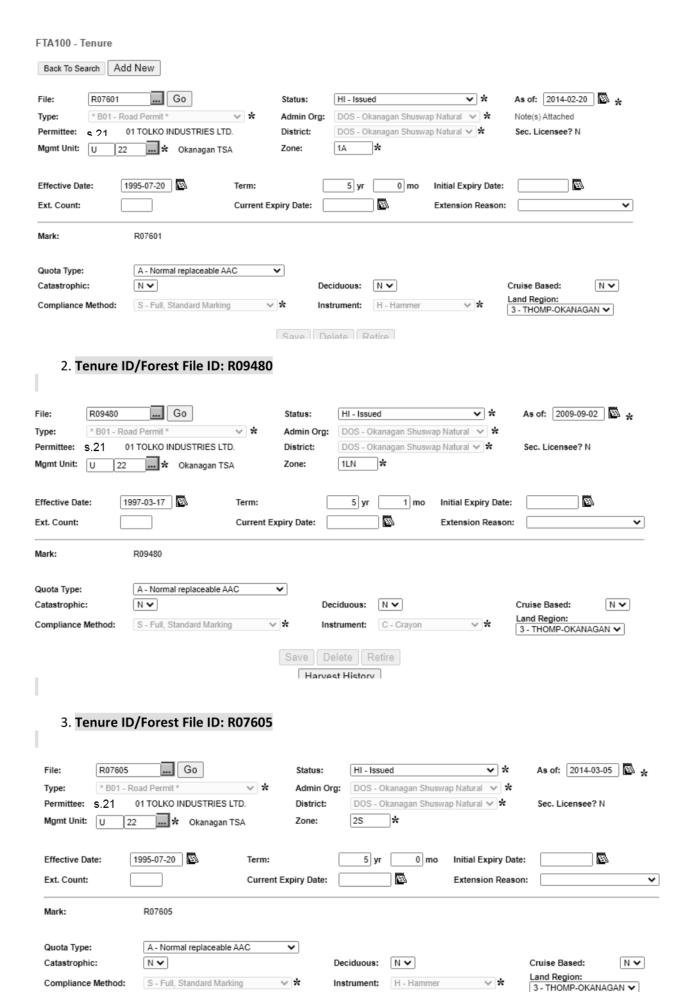
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	Client Nu	ımber: s.21	Clie	nt Name: TOLKO IND	OUSTRIES LTD.		
	Client Acr	onym: TOLKO		Type: Corporation	ı	Status: Active	
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CLIENT02	- Client Ma	intenance				Client Information	Form
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	Acronym: To	OLKO			Related	Client: Yes	
-		OLKO INDUSTRIES		*			
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Doing Business As:				Add More			
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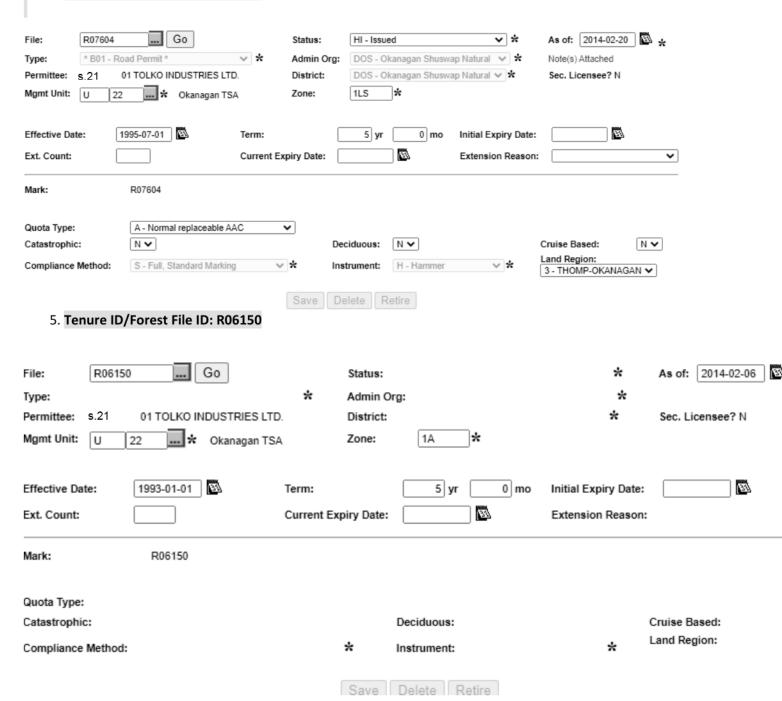


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Harvest History

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## 4. Tenure ID/Forest File ID: R07604







**Contract and Authorizations Administrator** 

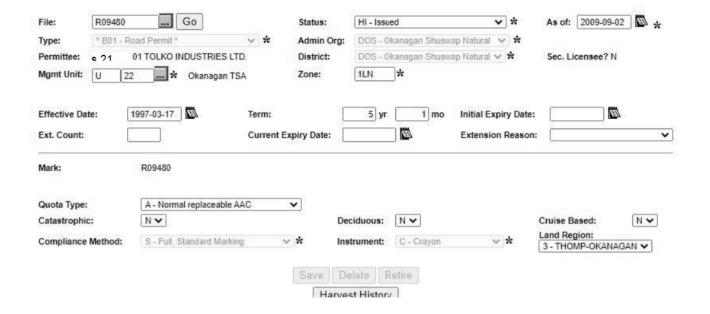
Okanagan Shuswap Natural Resource District Ministry of Forests, Lands, Natural Resource Operations

& Rural Development

2501 - 14th Avenue, Vernon, BC V1T 8Z1 Team Email: dosresou@gov.bc.ca

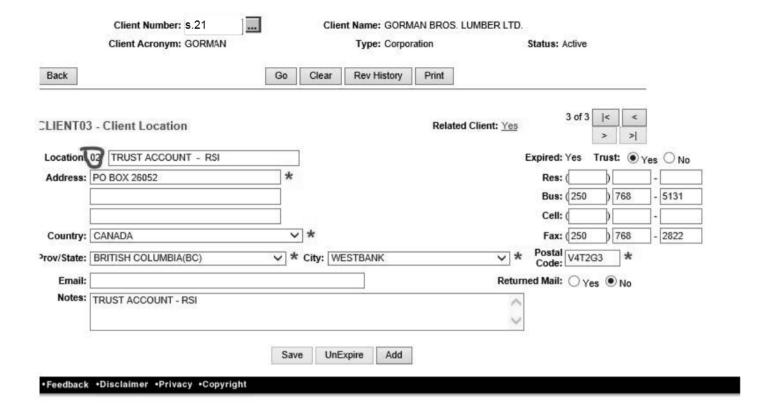
Direct Email: Ramona.Howe@gov.bc.ca

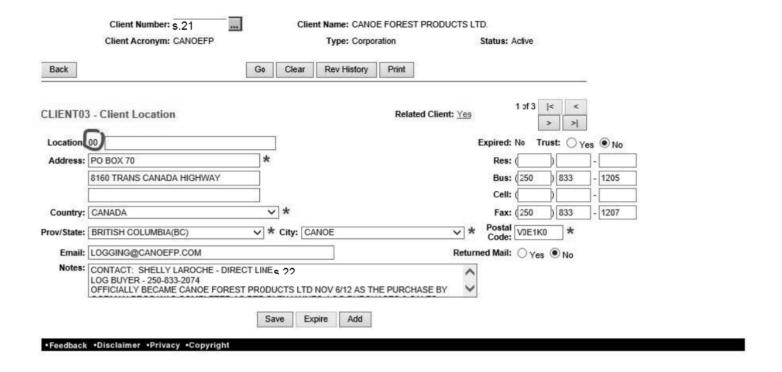
Direct Phone: (778) 943-6863

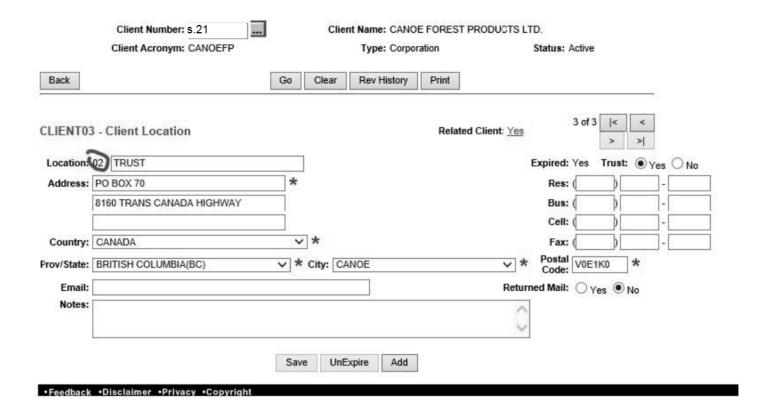


FTA100 - Tenure

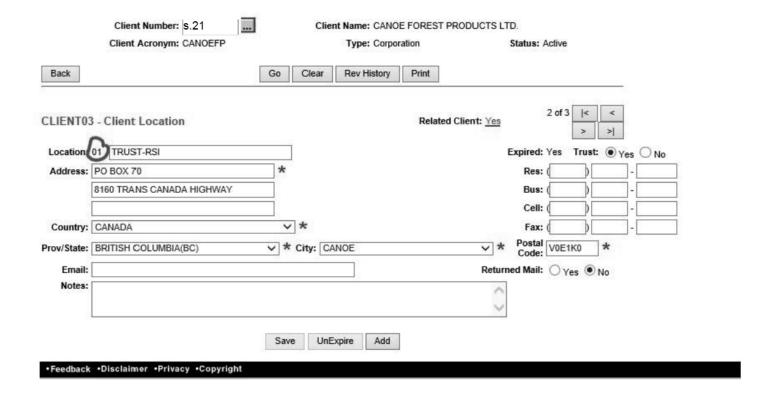








Client Number: s.21 Client Name: TOLKO INDUSTRIES LTD. Client Acronym: TOLKO Type: Corporation Status: Active Print Back Go Clear Rev History CLIENT02 - Client Maintenance Client Information Form v \* v \* Client Number: s.21 Type: Corporation Status: Active Acronym: TOLKO Related Client: Yes \* Organization Name: TOLKO INDUSTRIES LTD. \* Registration Type/ID: A-Extraprovincial Company V 0066883 WCB Number: s.21 OCG Supplier: Doing Business Add More Notes: EMAIL FROM CHERYL BIBBY TO REQUEST ANY LETTERS FOR SEC DEPOSITS BE MAILED TO 3000, 28TH ST, VERNON RATHER THAN THE PO BOX 39 AS TOLKO WILL BE CANCELLING USE OF THAT PO BOX Update Reason: 11 Locations +/-Save Deactivate Add Send CLIADMIN Request •Feedback •Disclaimer •Privacy •Copyright



Client Number: |s.21 | ...|
Client Acronym: CANOEFP

Client Name: CANOE FOREST PRODUCTS LTD.

Type: Corporation Status: Active

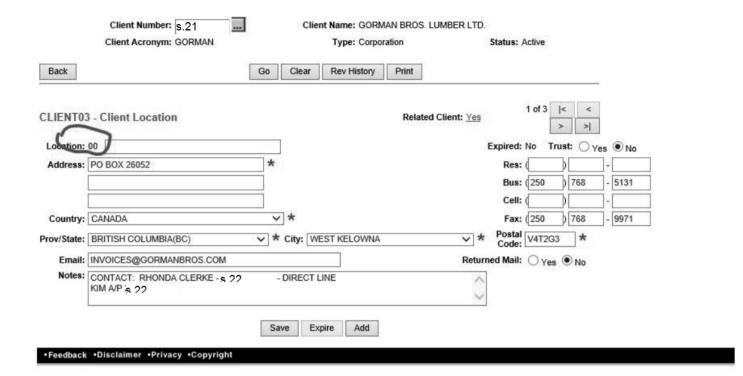
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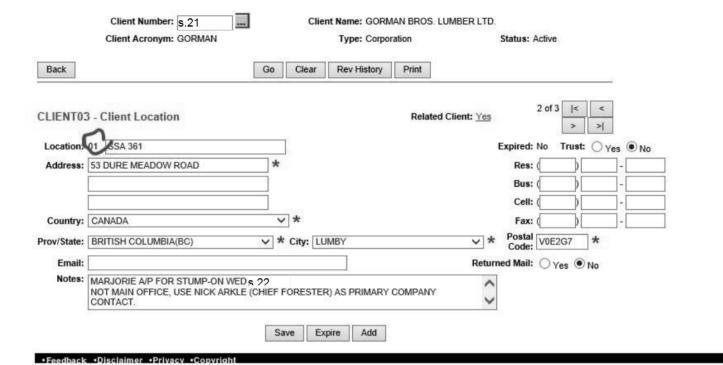
## CLIENT07 - Location List

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01 - TRUST-RSI	TRU	PO BOX 70 8160 TRANS CANADA HIGHWAY	CANOE	ВС	Details History
02 - TRUST	TRU	PO BOX 70 8160 TRANS CANADA HIGHWAY	CANOE	ВС	Details History





Client Number: s.21
Client Acronym: GORMAN

Client Name: GORMAN BROS. LUMBER LTD.

Type: Corporation Status: Active

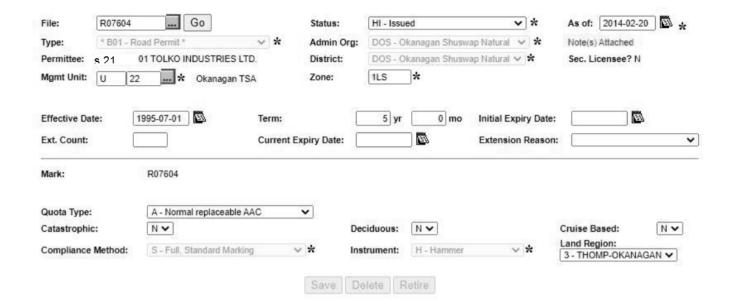
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## CLIENT07 - Location List

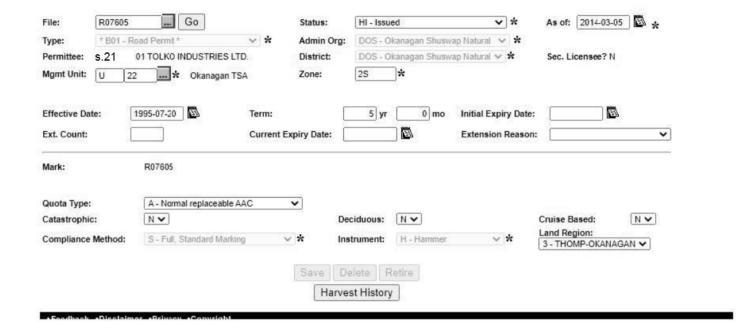
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01 - SSA 361		53 DURE MEADOW ROAD	LUMBY	BC	Details History
02 - TRUST ACCOUNT - RSI	TRU	PO BOX 26052	WESTBANK	BC	Details History

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Permittee: s.	21 0	1 TOLKO II	NDUSTRIES LTD.		District:				*	Sec. Li	censee? N	
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Client Number: s.21 Client Acronym: TOLKO Type: Corporation Status: Active Back Go Clear Rev History Print 2 of 11 |< CLIENT03 - Client Location Related Client: Yes > > Location: 01 SOUTHERN INTERIOR Expired: No Trust: O Yes 

No Address: 4280 HIGHWAY 6 Res: ( Bus: (250 ) 547 1208 Cell: ( Country: CANADA Fax: (250 ) 547 - 1274 Postal Code: V0E2G7 Prov/State: BRITISH COLUMBIA(BC) → City: LUMBY Returned Mail: O Yes No Email: BRIAN.ESO@TOLKO.COM Notes: CONFIRMED WITH TOLKO'S MAIN BRANCH TO USE THIS EMAIL ADDRESS - JUNE 10, 2021

Add

Expire

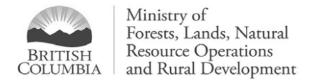
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Client Name: TOLKO INDUSTRIES LTD.

## FTA100 - Tenure

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File: 19720-45/ **A18667 CP 497** 

February 20, 2019

### TOLKO INDUSTRIES LTD.

4280 Highway #6 Lumby, BC V0E 2G7

Dear Rene Thomsen, RPF:

Re: Extension of A18667 CP 497

Further to your application received January 29, 2019, requesting an extension to **A18667**, **Cutting Permit 497**, and pursuant to Section 58.1(3) of the *Forest Act*, your application is accepted. A two year extension is hereby granted, terminating on March 31, 2021.

On that date, all of your rights under the permit will cease, unless extended by the District Manager.

This notice forms an integral part of the Cutting Permit License and should be attached to it.

If you require further information, please feel free to contact Jonathan Murkin at (250) 550-2203.

Yours truly,



JONATHAN MURKIN, RFT

Senior Authorization Technologist Okanagan Shuswap Natural Resource District



# FOREST LICENCE A74912 CUTTING PERMIT 908

**PURSUANT TO** Forest Licence **A74912** (the "Licence"), this Cutting Permit is issued to:

## TOLKO INDUSTRIES LTD. 4280 HIGHWAY #6 LUMBY, BC V0E 2G7

(the "Licensee")

## 1.00 PERMIT AREA AND TERM

- 1.01 Subject to the Licence and the forestry legislation, the Licensee is authorized to harvest the Crown timber from the areas of land shown on the attached Exhibit "A" map(s) ("harvest area").
- 1.02 The term of this Cutting Permit is 4 years, beginning on September 10, 2018.
- 1.03 The Licensee must make application for extension of this Cutting Permit to the District Manager at least 45 days before the expiry of the Cutting Permit and in a form acceptable to the District Manager.

## 2.00 OTHER CONDITIONS AND REQUIREMENTS

2.01 The Licensee must comply with the conditions and requirements set out in Schedule "A" to this Cutting Permit.

## 3.00 TIMBER MARK

3.01 The timber mark for timber harvested under this Cutting Permit is:

BJ6 908

3.02 All timber must be marked in the prescribed manner prior to being transported from the harvest area.

RFL (Post Nov 3, 2003) – Version 2.07.doc October 30, 2017 Page 1 of 5

3.03 If directed to do so by the District Manager, the Licensee must erect signs at all exits from the harvest area, clearly showing the timber mark referred to in paragraph 3.01.

### 4.00 SCALE-BASED STUMPAGE

- 4.01 For the purpose of determining the amount of stumpage payable in respect of timber removed from the harvest area, the volume or quantity of timber removed will be determined using information provided in a scale of the timber.
- 4.02 The Licensee must ensure that:
  - (a) all timber removed from the harvest area is scaled; and
  - (b) the scale of the timber is conducted properly in accordance with the requirements of the *Forest Act* and the regulations made under that Act.

### **5.00 ROADS**

5.01 Subject to the Licence and the Forestry Legislation, the Licensee may use, construct, maintain or deactivate roads on the area covered by this Cutting Permit.

## 6.00 TIMBER HARVEST AND WASTE ASSESSMENT

6.01 The timber described in Schedule "B" is specified as reserved timber and the Licensee must not fell standing timber, and must not buck or remove felled or dead and down timber, as the case may be, of the species and description set out in Schedule "B".

## 7.00 MISCELLANEOUS

October 30, 2017

- 7.01 Exhibit "A" map(s) and the Schedule(s) are deemed to be part of this Cutting Permit.
- 7.02 As provided in the Licence, this Cutting Permit is deemed to be part of the Licence.
- 7.03 The Licence will govern the interpretation of this Cutting Permit.

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7.04 The Licensee must notify the District Manager in writing in a form acceptable to the District Manager, when primary logging is complete and again when removal is completed.

DATED: September 10, 2018

TREVOR SMILEV, RFT

Senior Authorizations Technologist Okanagan Shuswap Natural Resource District

#### SCHEDULE "A"

### OTHER CONDITIONS AND REQUIREMENTS

#### 1.00 COMMENCEMENT DATE

The licensee must advise the district manager in writing of the date harvesting will commence on cut block(s) at least five days before the commencement.

#### 2.00 DANGEROUS TREES (may utilize)

- 2.01 The Licensee may fell trees outside of the cutblock boundary(s) identified on the attached map as Exhibit "A", for the purposes of tree felling to eliminate a safety hazard, if the person conducting tree felling or rigging tail hold/anchor trees determines that the tree is a dangerous tree according to WorkSafe BC regulations and it is within 45 metres beyond the cutting authority area.
- 2.02 Trees felled under paragraph 2.01 shall be subject to the Waste Assessment Policy found in the Provincial Logging Residue and Waste Measurements Procedure Manual.
- 2.03 Trees felled under paragraph 2.02 shall be bucked and utilized according to the specifications included in the License and/or Cutting Permit.

# 3.00 REMOVAL OF DAMAGED TIMBER AFFECTED BY SIGNIFICANT FOREST HEALTH FACTORS

- 3.01 For the purpose of paragraph 3.02, "specified trees" are trees that are significantly damaged by a forest health factor that were not known at the time of Cutting Permit boundary layout.
- 3.02 The Licensee may fell and buck and remove specified trees that are outside of the cutblock boundary(s) identified on the attached Schedule "A" and that are within 30 meters of the boundary.

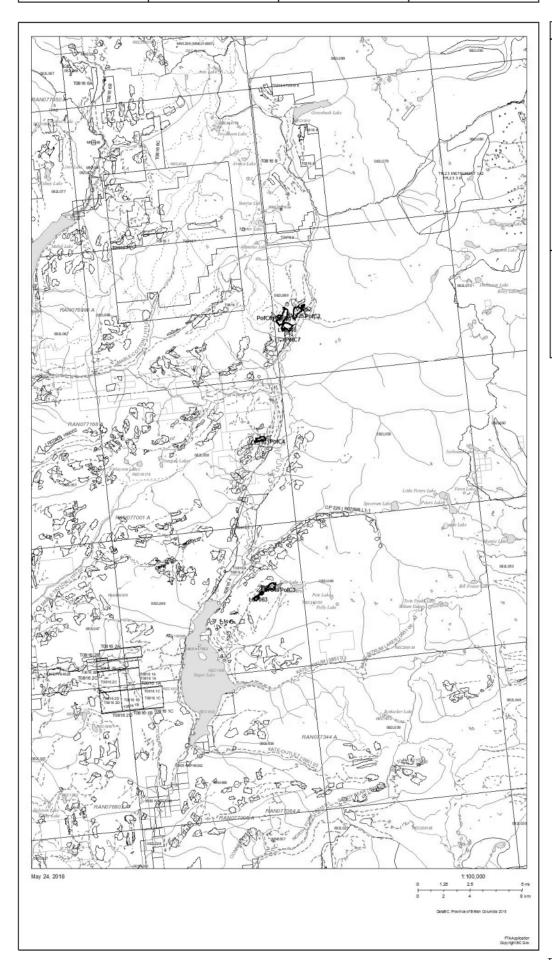




MAP OF: A74912 CP 908 (shown in bold it	AP OF : A74912 CP 908 (shown in bold black)				
FOREST REGION : RTO FOREST DISTRICT : DOS  TSA : 22 LAND DISTRICT : ODYD			MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 22		
ESF SUBMISSION ID : 1776757 BCGS MAPSHEET NO : 82L.069	SCALE: 1:100000 at ANSI B Size Area (Ha): 178.102	UTM : 11 NAD : NAD 83	DRAWN BY : FTA DATE : May 24, 2018		



Legend







## FOREST LICENCE A74912 CUTTING PERMIT 958

**PURSUANT TO** Forest Licence **A74912** (the "Licence"), this Cutting Permit is issued to:

## TOLKO INDUSTRIES LTD. 4280 HIGHWAY #6 LUMBY, BC V0E 2G7

(the "Licensee")

#### 1.00 PERMIT AREA AND TERM

- 1.01 Subject to the Licence and the forestry legislation, the Licensee is authorized to harvest the Crown timber from the areas of land shown on the attached Exhibit "A" map(s) ("harvest area").
- 1.02 The term of this Cutting Permit is 4 years, beginning on January 4, 2019.
- 1.03 The Licensee must make application for extension of this Cutting Permit to the District Manager at least 45 days before the expiry of the Cutting Permit and in a form acceptable to the District Manager.

#### 2.00 OTHER CONDITIONS AND REQUIREMENTS

2.01 The Licensee must comply with the conditions and requirements set out in Schedule "A" to this Cutting Permit.

#### 3.00 TIMBER MARK

3.01 The timber mark for timber harvested under this Cutting Permit is:

BJ6 958

3.02 All timber must be marked in the prescribed manner prior to being transported from the harvest area.

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3.03 If directed to do so by the District Manager, the Licensee must erect signs at all exits from the harvest area, clearly showing the timber mark referred to in paragraph 3.01.

#### 4.00 SCALE-BASED STUMPAGE

- 4.01 For the purpose of determining the amount of stumpage payable in respect of timber removed from the harvest area, the volume or quantity of timber removed will be determined using information provided in a scale of the timber.
- 4.02 The Licensee must ensure that:
  - (a) all timber removed from the harvest area is scaled; and
  - (b) the scale of the timber is conducted properly in accordance with the requirements of the *Forest Act* and the regulations made under that Act.

#### **5.00 ROADS**

5.01 Subject to the Licence and the forestry legislation, the Licensee may use, construct, maintain or deactivate roads on the area covered by this Cutting Permit.

#### 6.00 TIMBER HARVEST AND WASTE ASSESSMENT

6.01 The timber described in Schedule "B" is specified as reserved timber and the Licensee must not fell standing timber, and must not buck or remove felled or dead and down timber, as the case may be, of the species and description set out in Schedule "B".

## 7.00 MISCELLANEOUS

- 7.01 Exhibit "A" map(s) and the Schedule(s) are deemed to be part of this Cutting Permit.
- 7.02 As provided in the Licence, this Cutting Permit is deemed to be part of the Licence.
- 7.03 The Licence will govern the interpretation of this Cutting Permit.

7.04 The Licensee must notify the District Manager in writing in a form acceptable to the District Manager, when primary logging is complete and again when removal is completed.



DATED: January 4, 2019

JONATHAN MURKIN, RFT SENIOR AUTHORIZATIONS TECHNOLOGIST Ministry of Forests, Lands and Natural Resource Operations Okanagan Shuswap Natural Resource District

#### SCHEDULE "A"

### OTHER CONDITIONS AND REQUIREMENTS

#### 1.00 COMMENCEMENT DATE

1.01 The licensee must advise the district manager in writing of the date harvesting will commence on cut block(s) at least five days before the commencement.

#### 2.00 DANGEROUS TREES (may utilize)

- 2.01 The Licensee may fell trees outside of the cutblock boundary(s) identified on the attached map as Exhibit "A", for the purposes of tree felling to eliminate a safety hazard, if the person conducting tree felling or rigging tail hold/anchor trees determines that the tree is a dangerous tree according to WorkSafe BC regulations and it is within 45 metres beyond the cutting authority area.
- 2.02 Trees felled under paragraph 2.01 shall be subject to the Waste Assessment Policy found in the Provincial Logging Residue and Waste Measurements Procedure Manual.
- 2.03 Trees felled under paragraph 2.02 shall be bucked and utilized according to the specifications included in the License and/or Cutting Permit.

# 3.00 REMOVAL OF DAMAGED TIMBER AFFECTED BY SIGNIFICANT FOREST HEALTH FACTORS

- 3.01 For the purpose of paragraph 3.02, "specified trees" are trees that are significantly damaged by a forest health factor that were not known at the time of Cutting Permit boundary layout.
- 3.02 The Licensee may fell and buck and remove specified trees that are outside of the cutblock boundary(s) identified on the attached Schedule "A" and that are within 30 meters of the boundary.

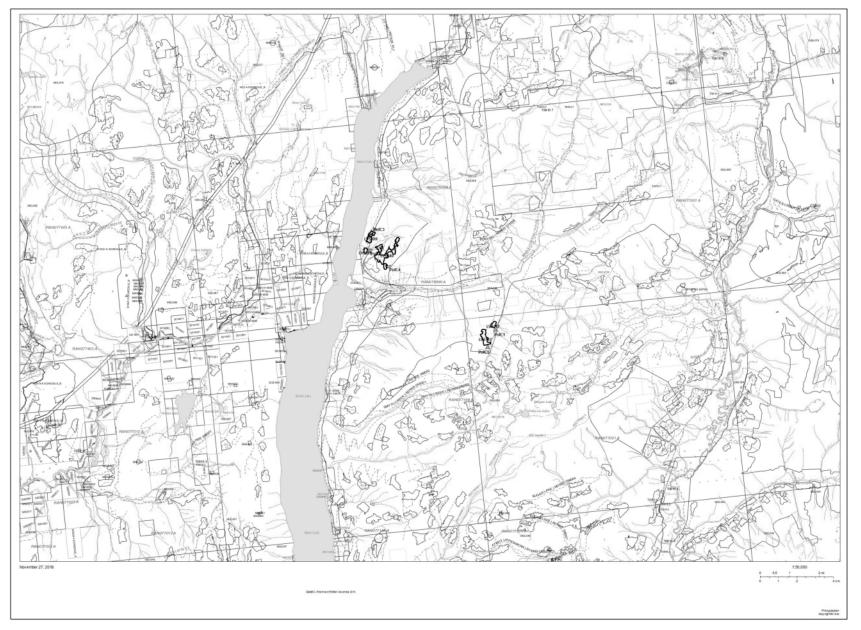
RFL (Post Nov 3, 2003) – Version 2.07.doc October 30, 2017



## **EXHIBIT A**

MAP OF : A74912 CP 958 (shown in bold black)				
FOREST REGION : RTO TSA : 22 LAND DISTRICT : KDYD		PULPWOOD AGREEMENT : MGT UNIT TYPE : TIMBER SUPPLY MGT UNIT NO : 22		
ESF SUBMISSION ID : 1814779 BCGS MAPSHEET NO : 82L.067	SCALE : 1:50000 at ANSI C Size Area (Ha): 97.541		DRAWN BY : FTA DATE : Nov 27, 2018	









## FOREST LICENCE A74912 CUTTING PERMIT 898

**PURSUANT TO** Forest Licence **A74912** (the "Licence"), this Cutting Permit is issued to:

## TOLKO INDUSTRIES LTD. 4280 HIGHWAY #6 LUMBY, BC V0E 2G7

(the "Licensee")

#### 1.00 PERMIT AREA AND TERM

- 1.01 Subject to the Licence and the forestry legislation, the Licensee is authorized to harvest the Crown timber from the areas of land shown on the attached Exhibit "A" map(s) ("harvest area").
- 1.02 The term of this Cutting Permit is **4 years**, beginning on **September 4**, **2019**.
- 1.03 The Licensee must make application for extension of this Cutting Permit to the District Manager at least 45 days before the expiry of the Cutting Permit and in a form acceptable to the District Manager.

#### 2.00 OTHER CONDITIONS AND REQUIREMENTS

2.01 The Licensee must comply with the conditions and requirements set out in Schedule "A" to this Cutting Permit.

#### 3.00 TIMBER MARK

3.01 The timber mark for timber harvested under this Cutting Permit is:

BJ6 898

3.02 All timber must be marked in the prescribed manner prior to being transported from the harvest area.

RFL (Post Nov 3, 2003) – Version 2.07.doc October 30, 2017 Page 1 of 5

3.03 If directed to do so by the District Manager, the Licensee must erect signs at all exits from the harvest area, clearly showing the timber mark referred to in paragraph 3.01.

#### 4.00 SCALE-BASED STUMPAGE

- 4.01 For the purpose of determining the amount of stumpage payable in respect of timber removed from the harvest area, the volume or quantity of timber removed will be determined using information provided in a scale of the timber.
- 4.02 The Licensee must ensure that:
  - (a) all timber removed from the harvest area is scaled; and
  - (b) the scale of the timber is conducted properly in accordance with the requirements of the *Forest Act* and the regulations made under that Act.

#### **5.00 ROADS**

5.01 Subject to the Licence and the forestry legislation, the Licensee may use, construct, maintain or deactivate roads on the area covered by this Cutting Permit.

#### 6.00 TIMBER HARVEST AND WASTE ASSESSMENT

6.01 The timber described in Schedule "B" is specified as reserved timber and the Licensee must not fell standing timber, and must not buck or remove felled or dead and down timber, as the case may be, of the species and description set out in Schedule "B".

#### 7.00 MISCELLANEOUS

- 7.01 Exhibit "A" map(s) and the Schedule(s) are deemed to be part of this Cutting Permit.
- 7.02 As provided in the Licence, this Cutting Permit is deemed to be part of the Licence.
- 7.03 The Licence will govern the interpretation of this Cutting Permit.

7.04 The Licensee must notify the District Manager in writing in a form acceptable to the District Manager, when primary logging is complete and again when removal is completed.

DATED: September 4, 2019

**BRENT LIPINSKI, RFT** 

SENIOR AUTHORIZATIONS TECHNOLOGIST Ministry of Forests, Lands and Natural Resource Operations

Okanagan Shuswap Natural Resource District

#### SCHEDULE "A"

### OTHER CONDITIONS AND REQUIREMENTS

#### 1.00 COMMENCEMENT DATE

1.01 The licensee must advise the district manager in writing of the date harvesting will commence on cut block(s) at least five days before the commencement.

#### 2.00 DANGEROUS TREES (may utilize)

- 2.01 The Licensee may fell trees outside of the cutblock boundary(s) identified on the attached map as Exhibit "A", for the purposes of tree felling to eliminate a safety hazard, if the person conducting tree felling or rigging tail hold/anchor trees determines that the tree is a dangerous tree according to WorkSafe BC regulations and it is within 45 metres beyond the cutting authority area.
- 2.02 Trees felled under paragraph 2.01 shall be subject to the Waste Assessment Policy found in the Provincial Logging Residue and Waste Measurements Procedure Manual.
- 2.03 Trees felled under paragraph 2.02 shall be bucked and utilized according to the specifications included in the License and/or Cutting Permit.

# 3.00 REMOVAL OF DAMAGED TIMBER AFFECTED BY SIGNIFICANT FOREST HEALTH FACTORS

- 3.01 For the purpose of paragraph 3.02, "specified trees" are trees that are significantly damaged by a forest health factor that were not known at the time of Cutting Permit boundary layout.
- 3.02 The Licensee may fell and buck and remove specified trees that are outside of the cutblock boundary(s) identified on the attached Schedule "A" and that are within 30 meters of the boundary.

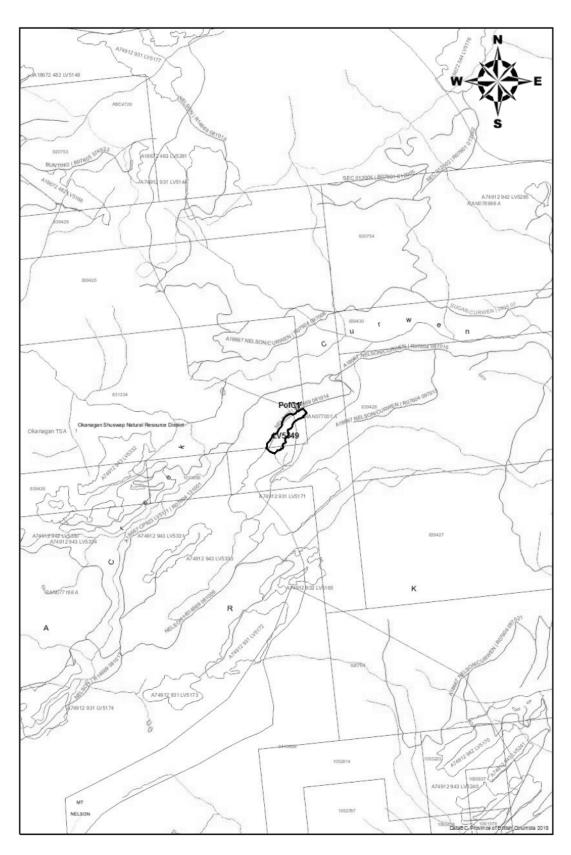
RFL (Post Nov 3, 2003) – Version 2.07.doc October 30, 2017



## **Province of British Columbia**

## **EXHIBIT A**

MAP OF : A74912 CP 898 (shown in bold black)				
FOREST REGION : RTO FOREST DISTRICT : DOS	TSA: 22 LAND DISTRICT: ODYD	PULPWOOD AGREEMENT:	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 22	
ESF SUBMISSION ID : 1901007 BCGS MAPSHEET NO : 82L.058	SCALE: 1:20000 at ANSI A Size Area (Ha): 6.619	UTM : 11 NAD : NAD 83	DRAWN BY : FTA DATE : Sep 3, 2019	







## FOREST LICENCE A74912 CUTTING PERMIT 899

**PURSUANT TO** Forest Licence **A18671** (the "Licence"), this Cutting Permit is issued to:

## TOLKO INDUSTRIES LTD. 4280 HIGHWAY #6 LUMBY, BC V0E 2G7

(the "Licensee")

#### 1.00 PERMIT AREA AND TERM

- 1.01 Subject to the Licence and the forestry legislation, the Licensee is authorized to harvest the Crown timber from the areas of land shown on the attached Exhibit "A" map(s) ("harvest area").
- 1.02 The term of this Cutting Permit is **4 years**, beginning on **November 30**, **2018**.
- 1.03 The Licensee must make application for extension of this Cutting Permit to the District Manager at least 45 days before the expiry of the Cutting Permit and in a form acceptable to the District Manager.

#### 2.00 OTHER CONDITIONS AND REQUIREMENTS

2.01 The Licensee must comply with the conditions and requirements set out in Schedule "A" to this Cutting Permit.

#### 3.00 TIMBER MARK

3.01 The timber mark for timber harvested under this Cutting Permit is:

BJ6 899

3.02 All timber must be marked in the prescribed manner prior to being transported from the harvest area.

RFL (Post Nov 3, 2003) – Version 2.07.doc October 30, 2017 Page 1 of 5

3.03 If directed to do so by the District Manager, the Licensee must erect signs at all exits from the harvest area, clearly showing the timber mark referred to in paragraph 3.01.

#### 4.00 SCALE-BASED STUMPAGE

- 4.01 For the purpose of determining the amount of stumpage payable in respect of timber removed from the harvest area, the volume or quantity of timber removed will be determined using information provided in a scale of the timber.
- 4.02 The Licensee must ensure that:
  - (a) all timber removed from the harvest area is scaled; and
  - (b) the scale of the timber is conducted properly in accordance with the requirements of the *Forest Act* and the regulations made under that Act.

#### **5.00 ROADS**

5.01 Subject to the Licence and the forestry legislation, the Licensee may use, construct, maintain or deactivate roads on the area covered by this Cutting Permit.

#### 6.00 TIMBER HARVEST AND WASTE ASSESSMENT

6.01 The timber described in Schedule "B" is specified as reserved timber and the Licensee must not fell standing timber, and must not buck or remove felled or dead and down timber, as the case may be, of the species and description set out in Schedule "B".

### 7.00 MISCELLANEOUS

- 7.01 Exhibit "A" map(s) and the Schedule(s) are deemed to be part of this Cutting Permit.
- 7.02 As provided in the Licence, this Cutting Permit is deemed to be part of the Licence.
- 7.03 The Licence will govern the interpretation of this Cutting Permit.

7.04 The Licensee must notify the District Manager in writing in a form acceptable to the District Manager, when primary logging is complete and again when removal is completed.

OF LIMBURE

DATED: November 30, 2018

JONATHAN MURKIN, RFT SENIOR AUTHORIZATIONS TECHNOLOGIST Ministry of Forests, Lands and Natural Resource Operations Okanagan Shuswap Natural Resource District

#### SCHEDULE "A"

## OTHER CONDITIONS AND REQUIREMENTS

#### 1.00 COMMENCEMENT DATE

1.01 The licensee must advise the district manager in writing of the date harvesting will commence on cut block(s) at least five days before the commencement.

#### 2.00 DANGEROUS TREES (may utilize)

- 2.01 The Licensee may fell trees outside of the cutblock boundary(s) identified on the attached map as Exhibit "A", for the purposes of tree felling to eliminate a safety hazard, if the person conducting tree felling or rigging tail hold/anchor trees determines that the tree is a dangerous tree according to WorkSafe BC regulations and it is within 45 metres beyond the cutting authority area.
- 2.02 Trees felled under paragraph 2.01 shall be subject to the Waste Assessment Policy found in the Provincial Logging Residue and Waste Measurements Procedure Manual.
- 2.03 Trees felled under paragraph 2.02 shall be bucked and utilized according to the specifications included in the License and/or Cutting Permit.

# 3.00 REMOVAL OF DAMAGED TIMBER AFFECTED BY SIGNIFICANT FOREST HEALTH FACTORS

- 3.01 For the purpose of paragraph 3.02, "specified trees" are trees that are significantly damaged by a forest health factor that were not known at the time of Cutting Permit boundary layout.
- 3.02 The Licensee may fell and buck and remove specified trees that are outside of the cutblock boundary(s) identified on the attached Schedule "A" and that are within 30 meters of the boundary.

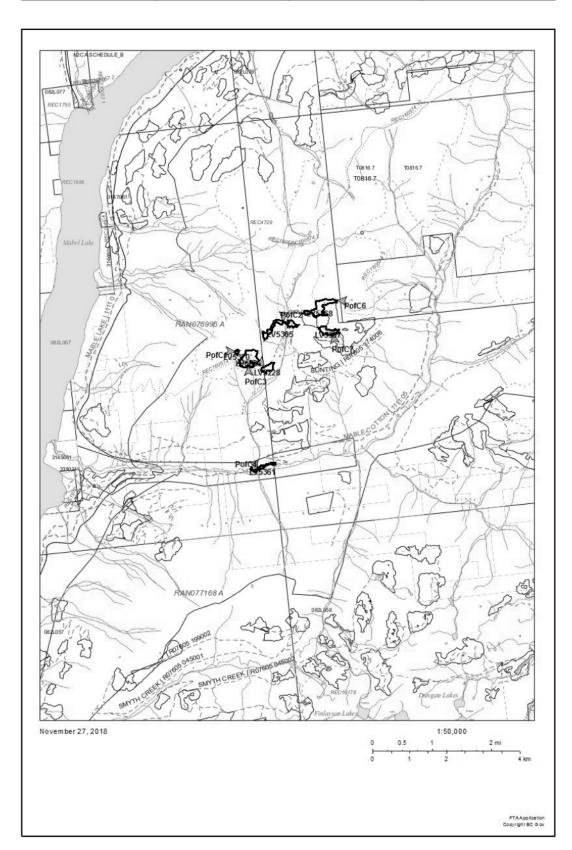
RFL (Post Nov 3, 2003) – Version 2.07.doc October 30, 2017

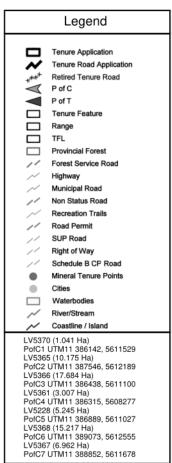


## **EXHIBIT A**

MAP OF : A74912 CP 899 (shown i	P OF : A74912 CP 899 (shown in bold black)				
FOREST REGION : RTO FOREST DISTRICT : DOS	TSA: 22 LAND DISTRICT: ODYD	PULPWOOD AGREEMENT :	MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 22		
ESF SUBMISSION ID : 1814778 BCGS MAPSHEET NO : 82L.068	SCALE : 1:50000 at ANSI A Size Area (Ha): 59.331	UTM : 11 NAD : NAD 83	DRAWN BY : FTA DATE : Nov 27, 2018		









## **FOREST LICENCE A18672**

#### **CUTTING PERMIT 907**

Ministry of Forest Lands and Natural Resource Operations

PURSUANT TO Forest Licence A18672 (the "Licence"), this Cutting Permit is issued to:

## TOLKO INDUSTRIES LIMITED 4280 HIGHWAY #6 LUMBY, BRITISH COLUMBIA V0E 2G7

(the "Licensee")

#### 1.00 PERMIT AREA AND TERM

- 1.01 Subject to the Licence and the forestry legislation, the Licensee is authorized to harvest the Crown timber from the areas of land shown on the attached Exhibit "A" map(s) ("harvest area").
- 1.02 The term of this Cutting Permit is 4 years, beginning on December 16, 2014.
- 1.03 The Licensee must make application for extension of this Cutting Permit to the District Manager at least 45 days before the expiry of the Cutting Permit and in a form acceptable to the District Manager.

#### 2.00 OTHER CONDITIONS AND REQUIREMENTS

2.01 The Licensee must comply with the conditions and requirements set out in Schedule "A" to this Cutting Permit.

#### 3.00 TIMBER MARK

3.01 The timber mark for timber harvested under this Cutting Permit is:

ER9 907

3.02 All timber must be marked in the prescribed manner prior to being transported from the harvest area.

FRL CP (Post Nov 3, 2003) – Version 2.05.doc March 19, 2014 Page 1 of 5

3.03 If directed to do so by the District Manager, the Licensee must erect signs at all exits from the harvest area, clearly showing the timber mark referred to in paragraph 3.01.

#### 4.00 SCALE-BASED STUMPAGE

- 4.01 For the purpose of determining the amount of stumpage payable in respect of timber removed from the harvest area, the volume or quantity of timber removed will be determined using information provided in a scale of the timber.
- 4.02 The Licensee must ensure that:
  - (a) all timber removed from the harvest area is scaled; and
  - (b) the scale of the timber is conducted properly in accordance with the requirements of the *Forest Act* and the regulations made under that Act.

#### **5.00 ROADS**

5.01 Subject to the Licence and the forestry legislation, the Licensee may use, construct, maintain or deactivate roads on the area covered by this Cutting Permit.

#### 6.00 TIMBER HARVEST AND WASTE ASSESSMENT

6.01 The timber described in Schedule "B" is specified as reserved timber and the Licensee must not fell standing timber, and must not buck or remove felled or dead and down timber, as the case may be, of the species and description set out in Schedule "B".

#### 7.00 MISCELLANEOUS

- 7.01 Exhibit "A" map(s) and the Schedule(s) are deemed to be part of this Cutting Permit.
- 7.02 As provided in the Licence, this Cutting Permit is deemed to be part of the Licence.
- 7.03 The Licence will govern the interpretation of this Cutting Permit.

Page 2 of 5

7.04 The Licensee must notify the District Manager in writing in a form acceptable to the District Manager, when primary logging is complete and again when removal is completed.

DATED December 16, 2014

Show pure Digitally signed by Stan Jones, RFT

Stan Jones, RFT
Forest Officer
Ministry of Forests, Lands
and Natural Resource Operations
Okanagan Shuswap Resource District

March 19, 2014

#### SCHEDULE "A"

## OTHER CONDITIONS AND REQUIREMENTS

#### 1.00 COMMENCEMENT DATE

The licensee must advise the district manager in writing of the date harvesting will commence on cut block(s) at least five days before the commencement.

## 2.00 DANGEROUS TREES (may utilize)

- 2.01 The Licensee may fell trees outside of the cutblock boundary(s) identified on the attached map as Exhibit "A", for the purposes of tree felling to eliminate a safety hazard, if the person conducting tree felling or rigging tail hold/anchor trees determines that the tree is a dangerous tree according to Workers' Compensation Board regulations and it is within 45 metres beyond the cutting authority area.
- 2.02 Trees felled under paragraph 2.01 shall be subject to the Waste Assessment Policy 13.6 found in the Ministry of Forest and Range Policy Manual Volume 1 Chapter 13.
- 2.03 Trees felled under paragraph 2.02 shall be bucked and utilized according to the specifications included in the License and/or Cutting Permit.

# 3.00 REMOVAL OF DAMAGED TIMBER AFFECTED BY SIGNIFICANT FOREST HEALTH FACTORS

- 3.01 For the purpose of paragraph 3.02, "specified trees" are trees that are significantly damaged by a forest health factor that were not known at the time of Cutting Permit boundary layout,
- 3.02 The Licensee may fell and buck and remove specified trees that are outside of the cutblock boundary(s) identified on the attached Schedule "A" and that are within 30 meters of the boundary.

MAP OF: A18672 CP 907 (shown in bold black)

TSA: 22

LAND DISTRICT : ODYD



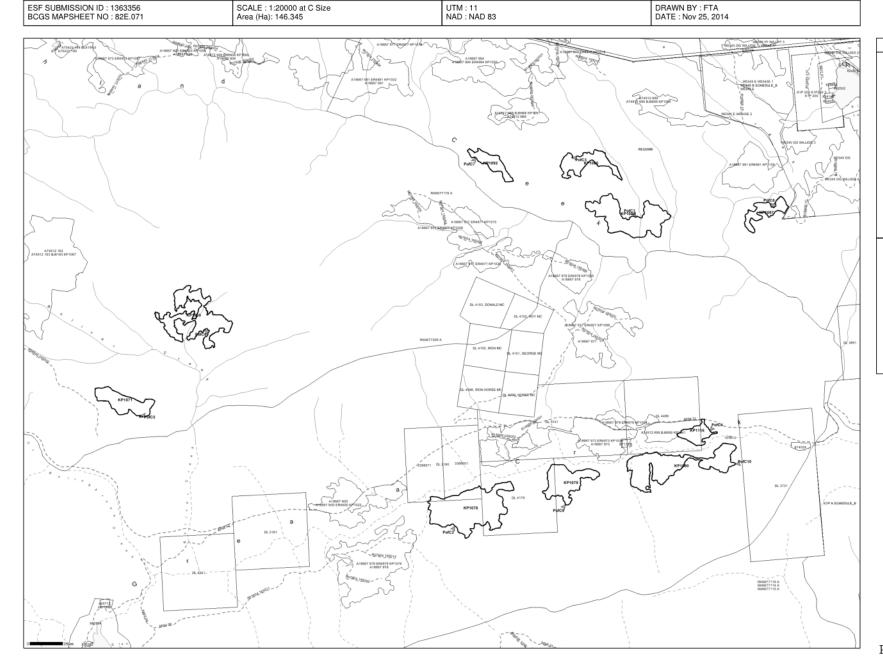
FOREST REGION: RTO

FOREST DISTRICT : DOS

## **EXHIBIT A**

MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 22





PULPWOOD AGREEMENT:





## FOREST LICENCE A74912 CUTTING PERMIT 943

Ministry of Forests, Lands and Natural Resource Operations

**PURSUANT TO** Forest Licence A74912 (the "Licence"), this Cutting Permit is issued to:

## TOLKO INDUSTRIES LIMITED 4280 HIGHWAY #6 LUMBY, BRITISH COLUMBIA V0E 2G7

(the "Licensee")

#### 1.00 PERMIT AREA AND TERM

- 1.01 Subject to the Licence and the forestry legislation, the Licensee is authorized to harvest the Crown timber from the areas of land shown on the attached Exhibit "A" map(s) ("harvest area").
- 1.02 The term of this Cutting Permit is 4 years, beginning on May 16, 2017.
- 1.03 The Licensee must make application for extension of this Cutting Permit to the District Manager at least 45 days before the expiry of the Cutting Permit and in a form acceptable to the District Manager.

#### 2.00 OTHER CONDITIONS AND REQUIREMENTS

2.01 The Licensee must comply with the conditions and requirements set out in Schedule "A" to this Cutting Permit.

#### 3.00 TIMBER MARK

3.01 The timber mark for timber harvested under this Cutting Permit is:

BJ6 943

3.02 All timber must be marked in the prescribed manner prior to being transported from the harvest area.

RFL (Post Nov 3, 2003) – Version 2.06.doc October 2, 2014 Page 1 of 5

3.03 If directed to do so by the District Manager, the Licensee must erect signs at all exits from the harvest area, clearly showing the timber mark referred to in paragraph 3.01.

#### 4.00 SCALE-BASED STUMPAGE

- 4.01 For the purpose of determining the amount of stumpage payable in respect of timber removed from the harvest area, the volume or quantity of timber removed will be determined using information provided in a scale of the timber.
- 4.02 The Licensee must ensure that:
  - (a) all timber removed from the harvest area is scaled; and
  - (b) the scale of the timber is conducted properly in accordance with the requirements of the *Forest Act* and the regulations made under that Act.

#### 5.00 ROADS

5.01 Subject to the Licence and the forestry legislation, the Licensee may use, construct, maintain or deactivate roads on the area covered by this Cutting Permit.

#### 6.00 TIMBER HARVEST AND WASTE ASSESSMENT

6.01 The timber described in Schedule "B" is specified as reserved timber and the Licensee must not fell standing timber, and must not buck or remove felled or dead and down timber, as the case may be, of the species and description set out in Schedule "B".

#### 7.00 MISCELLANEOUS

- 7.01 Exhibit "A" map(s) and the Schedule(s) are deemed to be part of this Cutting Permit.
- 7.02 As provided in the Licence, this Cutting Permit is deemed to be part of the Licence.
- 7.03 The Licence will govern the interpretation of this Cutting Permit.

7.04 The Licensee must notify the District Manager in writing in a form acceptable to the District Manager, when primary logging is complete and again when removal is completed.

DATED May 16, 2017

Bill Borrett, RFT Senior Authorization Technologist Ministry of Forests, Lands and Natural Resource Operations Okanagan Shuswap Forest District

Bu Spritt.

#### **SCHEDULE "A"**

#### OTHER CONDITIONS AND REQUIREMENTS

#### 1.00 COMMENCEMENT DATE

The licensee must advise the district manager in writing of the date harvesting will commence on cut block(s) at least five days before the commencement.

### 2.00 DANGEROUS TREES (may utilize)

- 2.01 The Licensee may fell trees outside of the cutblock boundary(s) identified on the attached map as Exhibit "A", for the purposes of tree felling to eliminate a safety hazard, if the person conducting tree felling or rigging tail hold/anchor trees determines that the tree is a dangerous tree according to Workers' Compensation Board regulations and it is within 45 metres beyond the cutting authority area.
- 2.02 Trees felled under paragraph 2.01 shall be subject to the Waste Assessment Policy 13.6 found in the Ministry of Forest and Range Policy Manual Volume 1 Chapter 13.
- 2.03 Trees felled under paragraph 2.02 shall be bucked and utilized according to the specifications included in the License and/or Cutting Permit.

# 3.00 REMOVAL OF DAMAGED TIMBER AFFECTED BY SIGNIFICANT FOREST HEALTH FACTORS

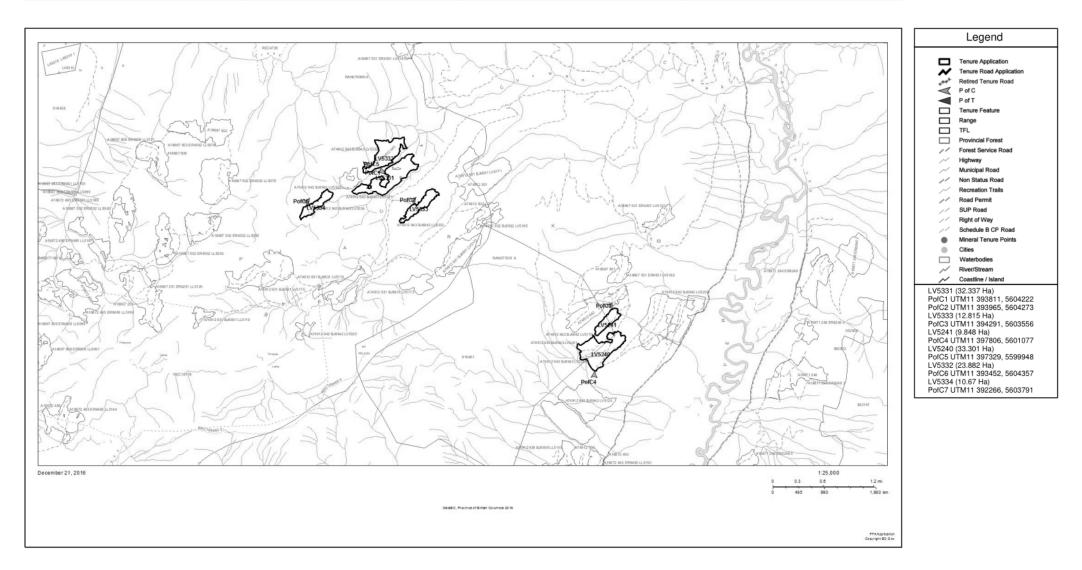
- 3.01 For the purpose of paragraph 3.02, "specified trees" are trees that are significantly damaged by a forest health factor that were not known at the time of Cutting Permit boundary layout,
- 3.02 The Licensee may fell and buck and remove specified trees that are outside of the cutblock boundary(s) identified on the attached Schedule "A" and that are within 30 meters of the boundary.



## **EXHIBIT A**

MAP OF : A74912 CP 943 (shown in bold black)				
FOREST REGION : RTO TSA : 22 LAND DISTRICT : ODYD			MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 22	
	SCALE : 1:50000 at ANSI B Size Area (Ha): 122.854		DRAWN BY: FTA DATE: Dec 21, 2016	







## FOREST LICENCE A74912 CUTTING PERMIT 803

**PURSUANT TO** Forest Licence **A74912** (the "Licence"), this Cutting Permit is issued to:

## TOLKO INDUSTRIES LTD. 4280 HIGHWAY #6 LUMBY, BC V0E 2G7

(the "Licensee")

#### 1.00 PERMIT AREA AND TERM

- 1.01 Subject to the Licence and the forestry legislation, the Licensee is authorized to harvest the Crown timber from the areas of land shown on the attached Exhibit "A" map(s) ("harvest area").
- 1.02 The term of this Cutting Permit is 4 years, beginning on October 7, 2020.
- 1.03 The Licensee must make application for extension of this Cutting Permit to the District Manager at least 45 days before the expiry of the Cutting Permit and in a form acceptable to the District Manager.

#### 2.00 OTHER CONDITIONS AND REQUIREMENTS

2.01 The Licensee must comply with the conditions and requirements set out in Schedule "A" to this Cutting Permit.

#### 3.00 TIMBER MARK

3.01 The timber mark for timber harvested under this Cutting Permit is:

BJ6 803

3.02 All timber must be marked in the prescribed manner prior to being transported from the harvest area.

RFL (Post Nov 3, 2003) – Version 2.07.doc October 30, 2017 Page 1 of 6

3.03 If directed to do so by the District Manager, the Licensee must erect signs at all exits from the harvest area, clearly showing the timber mark referred to in paragraph 3.01.

#### 4.00 SCALE-BASED STUMPAGE

- 4.01 For the purpose of determining the amount of stumpage payable in respect of timber removed from the harvest area, the volume or quantity of timber removed will be determined using information provided in a scale of the timber.
- 4.02 The Licensee must ensure that:
  - (a) all timber removed from the harvest area is scaled; and
  - (b) the scale of the timber is conducted properly in accordance with the requirements of the *Forest Act* and the regulations made under that Act.

#### **5.00 ROADS**

5.01 Subject to the Licence and the forestry legislation, the Licensee may use, construct, maintain or deactivate roads on the area covered by this Cutting Permit.

#### 6.00 TIMBER HARVEST AND WASTE ASSESSMENT

6.01 The timber described in Schedule "B" is specified as reserved timber and the Licensee must not fell standing timber, and must not buck or remove felled or dead and down timber, as the case may be, of the species and description set out in Schedule "B".

#### 7.00 MISCELLANEOUS

- 7.01 Exhibit "A" map(s) and the Schedule(s) are deemed to be part of this Cutting Permit.
- 7.02 As provided in the Licence, this Cutting Permit is deemed to be part of the Licence.
- 7.03 The Licence will govern the interpretation of this Cutting Permit.

7.04 The Licensee must notify the District Manager in writing in a form acceptable to the District Manager, when primary logging is complete and again when removal is completed.

DATED: October 7, 2020

Jeffrey Palatnick

JEFFREY PALATNICK, RPF SENIOR AUTHORIZATIONS TECHNOLOGIST TIMBER PRICING AND AUTHORIZATIONS OKANAGAN SHUSWAP NATURAL RESOURCE DISTRICT

#### **SCHEDULE "A"**

## OTHER CONDITIONS AND REQUIREMENTS

#### 1.00 COMMENCEMENT DATE

1.01 The licensee must advise the district manager in writing of the date harvesting will commence on cut block(s) at least five days before the commencement.

#### 2.00 DANGEROUS TREES (may utilize)

- 2.01 The Licensee may fell trees outside of the cutblock boundary(s) identified on the attached map as Exhibit "A", for the purposes of tree felling to eliminate a safety hazard, if the person conducting tree felling or rigging tail hold/anchor trees determines that the tree is a dangerous tree according to WorkSafe BC regulations and it is within 45 metres beyond the cutting authority area.
- 2.02 Trees felled under paragraph 2.01 shall be subject to the Waste Assessment Policy found in the Provincial Logging Residue and Waste Measurements Procedure Manual.
- 2.03 Trees felled under paragraph 2.02 shall be bucked and utilized according to the specifications included in the License and/or Cutting Permit.

# 3.00 REMOVAL OF DAMAGED TIMBER AFFECTED BY SIGNIFICANT FOREST HEALTH FACTORS

- 3.01 For the purpose of paragraph 3.02, "specified trees" are trees that are significantly damaged by a forest health factor that were not known at the time of Cutting Permit boundary layout.
- 3.02 The Licensee may fell and buck and remove specified trees that are outside of the cutblock boundary(s) identified on the attached Schedule "A" and that are within 30 meters of the boundary.

RFL (Post Nov 3, 2003) – Version 2.07.doc October 30, 2017

## **SCHEDULE "B"**

## 1.00 RESERVED TIMBER

1.01 The following is reserved timber under this Cutting Permit:

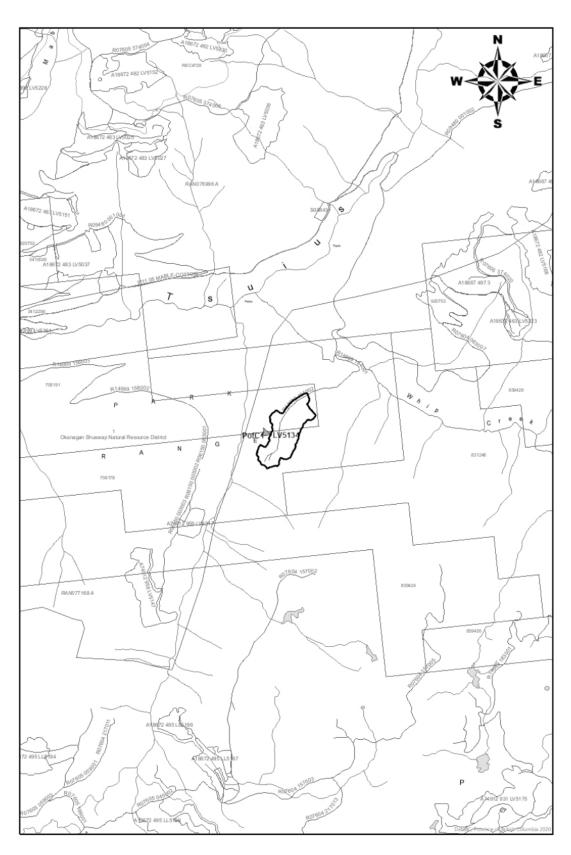
Species	Description (size, etc.)
N/A	



## **Province of British Columbia**

## **EXHIBIT A**

MAP OF : A74912 CP 803 (shown in	AP OF : A74912 CP 803 (shown in bold black)			
FOREST REGION : RTO FOREST DISTRICT : DOS			MGT UNIT TYPE : TIMBER SUPPLY AREA MGT UNIT NO : 22	
ESF SUBMISSION ID : 1990967 BCGS MAPSHEET NO : 82L.068	SCALE: 1:20000 at ANSI A Size Area (Ha): 23.94	UTM : 11 NAD : NAD 83	DRAWN BY : FTA DATE : Sep 14, 2020	







## PROVINCE OF BRITISH COLUMB

#### Ministry of Forests and Range



#### GRAZING LICENCE

For Ministry Use Only:

FILE #:

15700-20/Huwer

North Okanagan

AGREEMENT #:

RAN077168

RANGE UNIT AND #:

Park Mountain - 3310

BETWEEN:

STOCK RANGE:

HER MAJESTY THE OUEEN IN RIGHT

OF THE PROVINCE OF BRITISH COLUMBIA

c/o: THE DISTRICT MANAGER

of:

Okanagan Shuswap Forest District

2501 - 14th Avenue

Vernon, British Columbia

V1T 8Z1

("the Province")

**Howard Huwer** 

RR 2

AND:

Lumby, British Columbia

V0E 2G0

("the Agreement Holder")

This Agreement is dated for reference this 28 day of June, 2010.

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

#### 1. TERM

The Term of this Agreement will be as follows:

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

("the Term")

#### 2. AGREEMENT AREA

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

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

("the Agreement Area")

#### 3. AMOUNT OF FORAGE

Authorized Yearly Use is 1131 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.

#### 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

s.22

Agreement Holder's Signature\*
Howard Huwer

Agreement Holder's Signature\*

Signature of Witness

Name of Witness

<sup>\*</sup> or Authorized Signatory if the Agreement Holder is a corporation



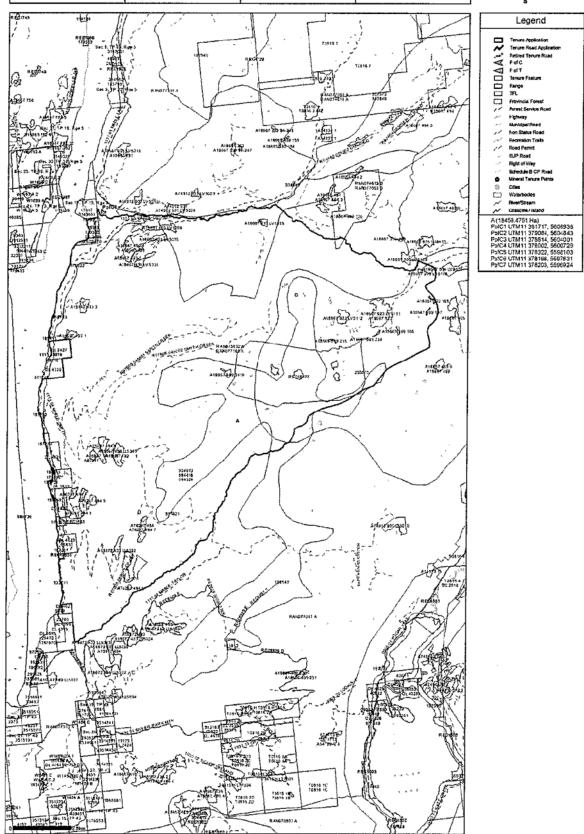
## Ministry of Forests and Range

**EXHIBIT** A



MAP OF : RAN077168 Amendment #15443 (shown in bold black)				
FOREST REGION : RSI FOREST DISTRICT : DOS	TSA: LAND DISTRICT : ODYD	PULPWOOD AGREEMENT:	MGT UNIT TYPE : PROVINCIAL FOREST MGT UNIT NO :	
		UTM . 11 NAD : NAD83	DRAWN BY . FTA DATE : Jun 17, 2010	





## Exhibit B

## **Special Conditions**

#### 1. Commensurability

The Agreement Holder must maintain the productive capacity of the associated private lands such that, within two (2) years, these lands could and would be able to sustain all the livestock authorized under this agreement during the period the livestock are not authorized to be on Crown land under this agreement.

#### 2. Overwintering

The Agreement Holder must overwinter at least 70% of the authorized livestock under this agreement on the associated private lands during the preceding winter unless a written waiver of the overwintering requirement has been provided by the District Manager.

#### 3. Cattle count

The Agreement Holder shall make all livestock available for counting by a Forest Officer during the overwintering period. Provisions for a summer count of non-agreement livestock on private pasture shall be made at the request of the Forest Officer.

### 4. Newly purchased livestock

Newly purchased livestock must 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.

## 5. Containment of livestock within the agreement area

The Agreement Holder must address issues identified by the District Manager under sections 33(1)(c) or 35(1)(c) of the *Forest and Range Practices Act* with respect to containing livestock authorized under this agreement within the agreement area to the District Manager's satisfaction.

**Exhibit C - Appurtenant Lands: Huwer** 

	ripper remark Earlest					
Parcel	Land Description (Legal	Type of Holding (Crown Grant	Hay	Pasture	PLD	Total
Identification	Description including Lot#, Land	(CG), Ag. Lease (AL), Grazing Lease	(acres)	(acres)	(acres)	(acres)
Number (PID)	District, Section, T.P. Region)	(GL), Private Lease (PL)	`	] ` ` ` ` `	(,	,,
	Twp: 43 3 ection 17-18		<b></b>			
	Lot: IPL KAP44747 Lot: IPL KAP54917 Twp. 43 Section-17-18 Part Sw /4 Sec. 20 Twp. 43		110	100		
	Lot: 2PL KAP54917					
	Twp. 43 Section-17-18		90	40		
	Part SW 14 Sec. 20		9,00	() (5)		
	Twp. 43		85	40		
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PLD: are pastures not separated by a fence and used in conjunction with crown land



Ministry of Forests, Lands and Natural Resource Operations

## Grazing Licence

For Ministry Use Only:

FILE #:

15700-20/Peter Deuling

AGREEMENT #:

RAN076996

STOCK RANGE:

RANGE UNIT

Mabel Lake

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

Okanagan Shuswap Resource District

2501 -14th Avenue Vernon, British Columbia

V1T 8Z1

(the "District Manager" and the "Province")

Peter Deuling

AND:

105 Deuling Road

**Lumby BC** V0E 2G6

("the Agreement Holder")

#### WHEREAS:

- A. The District Manager offers the Agreement Holder a replacement Grazing Licence Number RAN0769960, pursuant to Section 23 of the Range Act.
- B. THE PARTIES agree as follows:
- 1.00 <u>TERM</u>
  - 1.01 The term of this Licence is 25 years beginning on **January 1**, **2016**, and ending on December 31, 2041.
  - 1,02 This Licence is replaceable under the Range Act.

#### 2.00 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; and
- (b) exclusions arising from Exhibit B conditions.

This Agreement does not authorize the use of any fee simple land within the bold black line for any purpose.

## 3.00 GRANT OF RIGHTS

14000



File: 15700-20/Peter Deuling

June 29, 2016

Peter Deuling Sigalet Road Lumby, BC V0E 2G0

Dear Licensee:

This letter constitutes an offer of a Replaceable Grazing Licence RAN076996 by direct award pursuant to Section 16 of the *Range Act*. The attached licence has a start date of January 1, 2016.

Your signature on the licence copies will constitute your acceptance of this offer. In accepting this offer, please ensure all persons named on the licence have signed. Please ensure that the attached Exhibit C "Associated Private Land" is accurate and that you are still in control of all of the properties listed. If you are not, please contact your range agrologist.

Please return all documents to the address listed below, a copy will be returned to you following issuance.

If you require more information, please contact Rob Dinwoodie, Range Officer of the Okanagan Shuswap Resource District, at 250-558-1768.

Yourstruly, PAMSUKY

Ray Crampton, RPF District Manager

Attachments

- 3.01 Subject to this Licence and its associated Range Use Plan or Range Stewardship Plan:
  - (a) the Agreement Holder may graze livestock, and
  - (b) the Authorized Yearly Use is 100 animal unit months ("AUMs").

#### 4.00 ASSOCIATED LAND

For the purposes of section 29 of the *Range Act*, the Agreement Holder's associated lands are listed in Exhibit C of this agreement. These lands may include fee simple, leasehold interests in land or Indian Reserve.

#### 5.00 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 Forest and Range Practices Act.

#### 6.00 REPORTING

- 6.01 The District Manager, in a notice, may require the Agreement Holder from time to time to prepare and send a report containing such information as the District Manager requires regarding the Agreement Holder's performance of his/her obligations under or in respect of this Licence.
- 6.02 Upon receipt of a notice referred to in paragraph 6.01, the Agreement Holder, on or before the date specified in the notice, must submit a report to the District Manager containing the required information.

#### 7.00 FINANCIAL

- 7.01 The Agreement Holder will pay annual rent, fees, fines and any other financial assessments as required under the *Range Act*.
- 7.02 The Agreement Holder will pay administrative penalties, fines, remediation costs, and any other financial assessments as required under the *Forest and Range Practices Act*.
- 7.03 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.
- 7.04 Fees and all other financial assessments must be paid as specified on the Province's invoices or statements.

## 8.00 LIVESTOCK OWNERSHIP AND CONTROL

The Agreement Holder will graze on the Agreement Area only livestock which the Agreement Holder owns, unless otherwise agreed to by the District Manager. The livestock will be marked with the holder's registered brand or marked in another manner approved by the District Manager.

#### 9.00 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 fee simple or leased lands that are not separated from Crown range by a fence or other barrier to livestock movement.

#### 10.00 CLAIMS

- 10.01 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.
- 10.02 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.
- 10.03 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.
- 10.04 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.

#### 11.00 NOTICES

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

#### 12.00 SPECIAL CONDITIONS

The Special Conditions, if any, are listed in Exhibit B of this Agreement. If there is any contradiction between any such conditions and any other terms of this Agreement, the Special Conditions will prevail.

#### 13.00 REPRESENTATIONS

- 13.01 The Agreement Holder represents and warrants to the District Manager that
  - (a) the Agreement Holder has the ability to undertake and complete its obligations under the Licence;
  - (b) he/she is the owner of the fee simple lands, the lessee of the leased lands, listed on the attached Exhibit C;
  - (c) has the ability to undertake and complete its obligations under the licence within the term;
  - (d) has the ability to carry out its obligations in a safe and environmentally sound fashion; and
  - (e) there is no legal or other reason why the Agreement Holder cannot enter into the Licence.

#### 14.00 TERMINATION

- 14.01 The Agreement Holder can surrender this Licence at any time.
- 14.02 If the Agreement Holder commits an act of bankruptcy, completes a disposition or change in control of the Grazing Licence for the benefit of its creditors, or otherwise acknowledges its insolvency, the Agreement Holder is deemed to have failed to perform an obligation under this Licence.

#### 15.00 MISCELLANEOUS

- 15.01 The laws of British Columbia will govern the interpretation of this Licence and the performance of the Licensees' obligations under this Licence.
- 15.02 The Exhibits attached to this Licence are deemed to be part of this Licence.
- 15.03 Nothing in this Licence authorizes the Agreement Holder to in any way restrict the Government's right of access to the Agreement Area.
- 15.04 The Agreement Holder must ensure that its employees, agents and contractors comply with the range legislation when engaging in or carrying out activities or operations under or associated with the Licence.

16.00 SIGNATURES

Ray Crampton, RPF

Peter Deuling

PAM SHUMKA ACTING DISTRICT MANAGER

\*Or Authorized Signatory or Corporate Seal if the Agreement Holder is a Corporation

## **EXHIBIT B**

#### RANGE AGREEMENT RAN076996-1 Special Conditions

#### 1. Overwintering

The Agreement Holder must overwinter at least 80 percent of the authorized livestock on the associated lands during the preceding winter (6 weeks before turn-out) unless they are in receipt of an authorization to the contrary signed by the District Manager.

#### 2. Cattle Count

The Agreement Holder shall make all livestock available for counting during the overwintering period. Provision for a summer count of non-agreement cattle on private pasture shall be made at the request of the Province.

#### 3. Herd health

The Agreement Holder must address Heard health with a program that includes identified vaccines that address common beef cattle diseases for the Interior of British Columbia

#### 4. Commensurability

The Agreement Holder must maintain the productive capacity of the associated private lands such that, within two (2) years, these lands could and would be able to sustain all the livestock authorized under this agreement during the period the livestock are not authorized to be on Crown land under this agreement.

#### 5. Newly purchased livestock

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

#### 6. Facilities on associated lands

The Agreement Holder must maintain facilities on the associate private lands that are sufficient to feed, medically treat, brand, tag, and load/unload the livestock authorized under this agreement.

#### 7. Branding livestock

All livestock authorized under this agreement must be branded with the Agreement Holder's registered brand.

- 8. Maintenance of range improvements associated with this agreement
- The Agreement Holder must maintain range improvements and fences within the range agreement area as per the attached Range Improvement Standards (Exhibit D) each year and prior to and while the livestock are using that portion of the range area where that fence is required. Fences that are no longer required must be deactivated within 3 years.
- The Agreement Holder will be responsible for 50% of the boundary fences between adjacent range areas and where the adjacent range areas are vacant they are responsible for 100%. The Agreement Holder will split fencing and other range development maintenance responsibilities and the construction costs of new range developments by percentage of authorized use.

## FOI 2022-20780 Summary

## Road Tenures

The Road Tenure contact information is provided as screen shots in the email labelled Road Tenures. There are three tenure holders: Tolko Industries, Gorman Bros Lumber and Canoe Forest Products.

## **Grazing Licences**

GL are provided as pdf files.

## Cutting permit information

CP info is provided as pdf attachments inside the email labelled Cutting Permits.