



Grazing Licence

For Ministry Use Only:

FILE #:	15700-20/Telford	AGREEMENT #:	RAN077101-01
STOCK RANGE:	Nicola	RANGE UNIT	Coutlee #3070

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
Cascades Natural Resource District
3840 Airport Road
Box 4400 Station Main
Merritt, British Columbia
V1K 1B8
(the "District Manager" and the "Province")

AND: **Telford Farms Ltd.**

("the Agreement Holder")

WHEREAS:

- A. The District Manager offered the Agreement Holder a replacement for Grazing Licence Number **RAN077101** pursuant to Section 23 of the *Range Act*. The Agreement Holder accepted the replacement offer, and;
- B. The parties have entered into this Licence pursuant to Section 23 of the *Range Act*.

THE PARTIES agree as follows:

1.00 TERM

- 1.01 The term of this Licence is 25 years beginning on **January 1, 2021**, and ending on **December 31, 2045**.
- 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

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 **574** 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

Jennifer D. Reid, RPF
District Manager,

Telford Farms Ltd.

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

MAP OF RANGETHORN Amendment #01001 (shown in red/black)			
FOREST REGION: RTO FOREST DISTRICT: DGB	TSA: 18 LAND DISTRICT: KEND	PULPWOOD AGREEMENT: RAGD 0	MST UNIT TYPE: Range Management Unit MST UNIT NO: 04
ACRES SUBMISSION ID: 1500170 RSCS MAPSHEET NO: 302.005	SCALE: 1:20,000 at A4/80 D Size Date: 1940, 24191407	UTM W: 10 NAD: 83	DRAWN BY: STA DATE: Mar 5, 2019

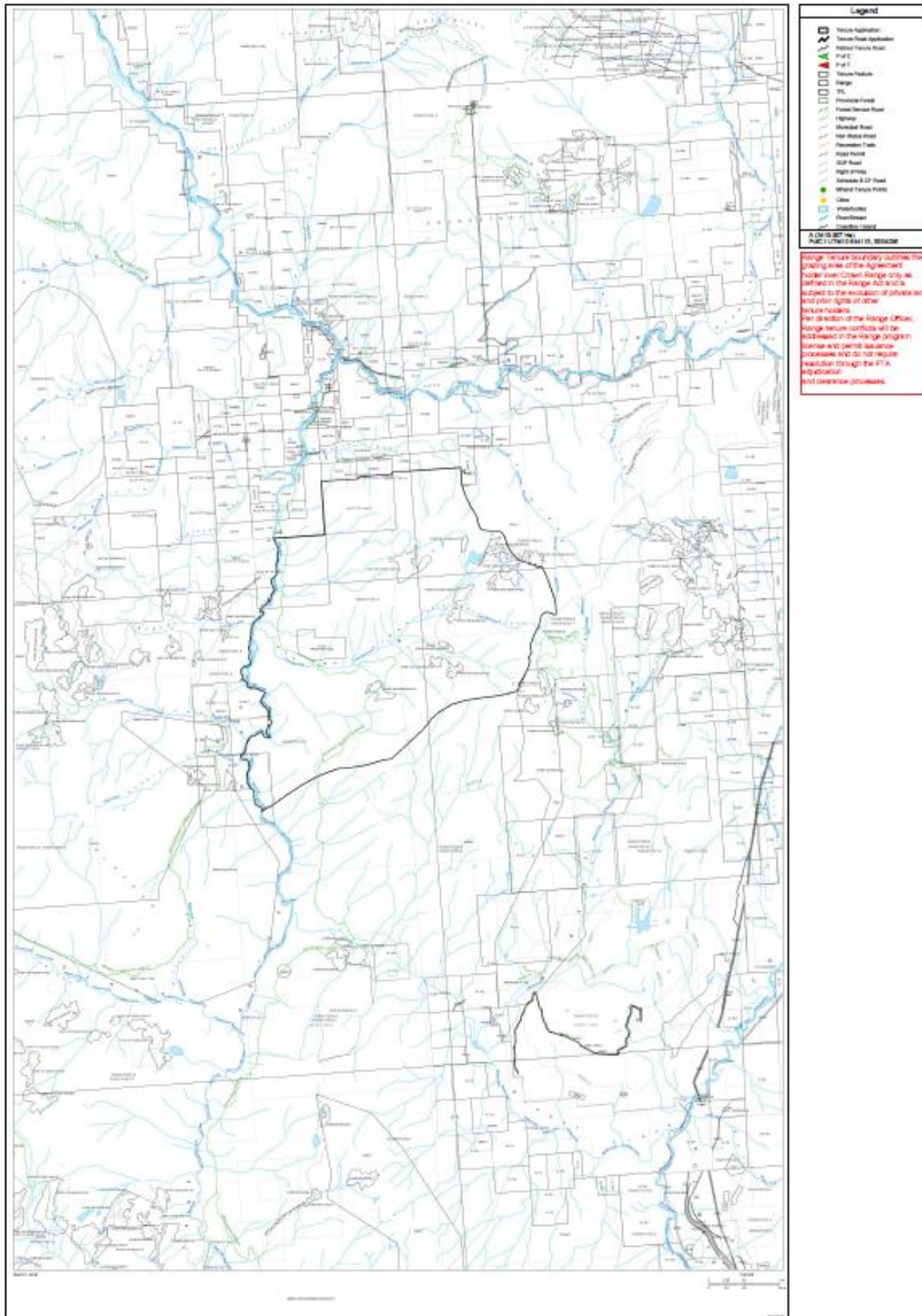


EXHIBIT B
Special Conditions
Telford Farms Ltd.
RANGE AGREEMENT RAN077101-01

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.

EXHIBIT C - AGREEMENT ASSOCIATED PRIVATE LAND

(1)	(2)		(3)	(4)	(5)	(6)	(7)
LEGAL DESCRIPTION (LOT NO., LAND DISTRICT, QUARTER SECTION, T.P., REGION)	MARK	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	RANGE USED TOGETHER WITH THE CROWN RANGE GRAZING SYSTEM	FORAGE PRODUCTION		PARCELS TOTAL AREA
					HAY	SILAGE	
	CROWN GRANT (C.G.) GRAZING LEASE (G.L.) PRIVATE LEASE (P.L.)		HECTARES	HECTARES	HECTARES		HECTARES
(ADD AN ADDITIONAL PAGE IF NECESSARY)	TOTAL HECTARES						

X