Aberta Environment and Parks

**GRAZING LEASE** 

**DISPOSITION NUMBER: GRL 39951** 

EFFECTIVE DATE: December 01, 2021

TERM: 10 Years

EXPIRY DATE: November 30, 2031

### **PROVINCE OF ALBERTA**

This grazing lease, made under the authority of the Public Lands Act, R.S.A. 2000, c. P-40, as amended, and its regulations, is held by the following Lessee(s):

945206 ALBERTA LTD.

8077961-001

The Lessee(s) may apply for renewal of this grazing lease in accordance with the legislation.

Pursuant to the Public Lands Act, R.S.A. 2000, c. P-40 and its regulations, the Director issues to the Lessee this disposition, a grazing lease, which is issued subject to the attached definitions, terms and conditions.

Alto

Designated Director under the Act

The public land referenced in this disposition may be subject to other regulatory authorizations. See Crown Land Data (Crownlanddatasupport@gov.ab.ca) for further information.

The Public Lands Act, the Public Lands Administration Regulation and other regulations applicable to the disposition can be viewed at http://www.qp.alberta.ca/Laws Online.cfm

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#### Definitions

- 1 All definitions in the *Public Lands Act*, RSA 2000, c P-40, and regulations apply except where expressly stated in this Disposition.
- 2 In this Disposition,

"Act" means the *Public Lands Act*, RSA 2000, c. P-40 and its regulations; as amended, or repealed and replaced from time to time;

"Activity" means the Stewardship and use of the Lands for the active grazing of livestock owned by the Lessee and includes the construction, operation, use and reclamation associated with this use;

"Department" means the Department administered by the Minister responsible for this Act;

"Director" means the "director" duly designated under the Act;

"Disposition" means this grazing lease, issued pursuant to the Act, which includes this document in its entirety, including all recitals and appendices;

"Effective Date" means the date referred to as such on the first page of this Disposition;

"Expiry Date" means the date referred to as such on the first page of this Disposition;

"Lands" means that portion of public lands described in Appendix A and further identified in the approved sketch which forms part of this Disposition;

"Lessee" means the person, organization or entity identified as the holder on the first page of this Disposition;

"Province" means Her Majesty the Queen in right of Alberta;

**"Stewardship"** means the active, adaptive management of the Lands, supported by the appropriate approved infrastructure, grazing disturbance and capacity of the land to ensure effective water, nutrient, and energy cycles driving a functioning rangeland ecosystem.

**"Term"** means the period of time commencing on the Effective Date and ending on the Expiry Date unless otherwise changed in accordance with the Act, subject to any dates specified in writing by the Department to the Lessee, which dates limit the Term in each calendar year.

#### Recitals

THIS INDENTURE made

BETWEEN: The Province, as represented here by the Department of Environment and Parks, by the Director duly designated under the Public Lands Act

AND: the Lessee(s) as identified on the first page of this document.

WHEREAS the lands hereinafter are described are 'Public Lands' within the meaning of the Public Lands Act and

WHEREAS the lessee has made application for a lease of the lands here by demised and the director has granted such application.

NOW THEREFORE THIS INDENTURE WITNESSETH, THAT In consideration of the rents covenants and agreements hereinafter reserved and contained and on the part of the Lessee to be paid, kept, observed and performed, the Province by these presents doth demise and lease unto the lessee, as tenant all that certain parcel or tract of land situated in the Province of Alberta, and being more particularly described in the attached appendix 'A'.

EXCEPTING AND RESERVING unto the Province any and all reservations and exceptions required to be made pursuant to the *Public Lands Act*.

TO HAVE AND TO HOLD the said lands unto the Lessee, subject to the rents, hereby reserved and the agreements, conditions, covenants, exceptions, stipulations and reservations herein contained for the said term.

RENEWABLE for a further term as provided for in the *Public Lands Act*, YIELDING AND PAYING therefore yearly and every year during the said term unto the Province the clear yearly rent of lawful money of Canada as determined in accordance with the *Public Lands Act*, such yearly rent to be paid to the Department at Edmonton, or to such person and at such place as the Department may authorize in writing to receive the same, in advance of the first day of April in each year, the first annual payment to be made on or before the execution and delivery of these presents.

AND the Lessee doth hereby covenant and agree with the Province as follows, namely:

#### **Terms and Conditions**

1) That the Lessee will at all times during the subsistence of the term hereby created,

perform, observe and comply with all the provisions, obligations and requirements which the Lessee is required to perform, observe and comply with by the *Public Lands Act* or by any act hereafter enacted for the amendment thereof or in substitution therefore by any regulations made under the authority of any such Act as aforesaid and the terms, conditions and provisions of all such Acts and regulations shall be deemed to form part of this lease, which shall be read and construed as if the same had been set out and incorporated herein.

- 2) That the Lessee shall and will, well and truly yield and pay or cause to be yielded and paid to the Department at Edmonton, or other person duly authorized by the Department in that behalf, the fees, rents, charges, security and other amounts payable as prescribed or calculated in accordance with the Act and any applicable Ministerial Order as amended or replaced from time to time.
- 3) a) The Lessee must pay as they become due and payable any tax, rate, or other assessment that is assessed and charged against the Lessee, including but not limited to property taxes and local improvement charges, with respect to the municipality in which the Lands are located.
  - b) The Lessee remains liable for amounts charged or accrued in accordance with clause 3(a) including under overholding tenancy, up to the date that this disposition has been cancelled, surrendered, abandoned or terminated.
- 4) That no waiver on behalf of the Province of any breach of any or either of the provisos, conditions, restrictions and stipulations herein contained, whether negative or positive in form, shall take effect or be binding unless the same be expressed in writing under the authority of the Director, and any waiver so expressed shall not limit or affect the Province's rights with respect to any other or future breach.
- 5) That this lease shall be so construed as to enure to the benefit of the Lessee as is entitled or permitted to benefit thereunder pursuant to the *Public Lands Act* and to no other persons.
- 6) The Lessee must only enter, occupy and use the Lands for the Activity.
- 7) That the Lessee must have prior written approval to conduct any activity not specifically authorized in the terms of the disposition including but not limited to: clearing new fencelines, erecting any structures, or carry out any range improvements or modifications to the land related to this disposition.
- 8) The Lessee must submit accurate reports of yearly livestock utilization of the land in the approved stock return form.
- 9) That the Lessee must manage the Lands under disposition in accordance with any approved range improvement, management plan, signed agreement or other written direction by the Department.
- 10) The Lessee must not mortgage, assign, transfer, or sublet the land contained in the Disposition, in whole or in part, without the written consent of the Director.

- 11) The Lessee must pay all costs charged by the appropriate service provider or the Department with respect to the supply and consumption of any utility service and the disposal of garbage.
- 12) The Lessee must obtain federal, provincial, municipal, and other permits and approvals, as applicable, with respect to the Activity.
- **13)** The Lands and any authorized buildings, structures, equipment and improvements erected on the Lands must only be used by the Lessee for the Activity as authorized by this Disposition.
- 14) The Lessee must not enter, or permit livestock to enter, the designated area of any research or sample plot or any Range Reference Area Site established on the Lands unless authorized in writing in advance by the Department.
- **15)** The Lessee must not affix new fencing to standing trees unless authorized in writing by the Department.
- **16)** The Lessee must not conduct any supplemental feeding (excluding salt and minerals), provide bedding or set up a calving area on the Lands unless:
  - a) authorized in an approved management plan;
  - b) authorized in writing in advance by the Department; or
  - c) necessary for animal welfare in emergency circumstances.

The Lessee must notify the Department in writing within 7 calendar days of any measures taken as a result of (c).

- 17) The Lessee must not conduct aerial pesticide spraying unless authorized in writing in advance by the Department.
- 18) That all clay, silt, sand, gravel, topsoil, subsoil, and peat (surface materials) on the said land are expressly excepted from this disposition.
- 19) That the Province, its employees, agents and contractors shall have the right to enter upon the said lands with departmental approval, without compensation to the Lessee, to explore for surface materials
- **20)** The Lessee must allow access to persons conducting wildlife or wildlife habitat studies and surveys on behalf of the Province, its agencies, or the federal government or its agencies.
- 21) The Lessee must:
  - a) allow persons holding timber authorizations access to the Lands for the purpose of removing timber or other related timber activities; and
  - b) follow the Operating Standards Grazing & Timber Integration, as specified in the *Grazing and Timber Integration Manual*, 2011 as amended or replaced.
- 22) The Lessee is hereby notified that:

- a) the Department, or other regulatory bodies, may issue additional dispositions to any person authorizing that person to enter onto, use and occupy the Lands for various purposes including, but not limited to, the extraction and removal of merchantable resources, or to conduct development, including, but not limited to mineral resource development;
- b) the Province will retain revenue payable to the Province from such additional dispositions; and
- c) the Lessee is not entitled to any reduction in its fees, rents, charges or other amounts payable to the Province solely on the basis that additional dispositions relating to the Lands have been issued.

Nothing in this condition is intended to modify compensation or requirement for consent the Lessee may be entitled to under the *Public Lands Act or Surface Rights Act*.

- 23) The Lessee shall be responsible for damage caused by its Activity, including damage caused by its Activity to improvements or to the Lands where other uses have been authorized. Without first obtaining the prior written consent of the Department, which may be arbitrarily withheld, the Lessee must not:
  - a) permit any builder's liens or other liens for labour or material relating to work to remain filed against the Lands; or
  - b) register, cause or allow to be registered, or permit to remain registered, any caveat or encumbrance against the title or non-patent sheet to the Lands.
- 24) The Department may consider the Lessee to have abandoned this Disposition if:
  - a) a creditor lawfully seizes any of the Lessee's property on the Land; or
  - b) the Lessee is adjudged bankrupt or makes a general assignment for the benefit of creditors.
- 25) If this Disposition is cancelled, surrendered, or abandoned the Director may cancel any dispositions or authorizations associated with the Disposition.
- 26) The Lessee indemnifies and holds harmless the Province, the Department, its employees, and agents, against and from all actions, claims, demands, or costs (including legal costs on a solicitor-client basis) to the extent arising from:
  - a) the Lessee's breach of this Disposition, or
  - any actions or omissions, negligence, other tortious act, or willful misconduct of the Lessee, or of those for whom the Lessee is legally responsible, in relation to the exercise of the rights, powers, privileges or the performance of obligations under this Disposition.
- 27) The Lessee is not entitled to any damages, costs, losses, disbursements, or compensation whatsoever from the Province or the Department, regardless of the cause or reason therefore, on account of:

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- a) partial or total failure of, damage caused by, lessening of the supply of, or stoppage of utility services or any other service;
- b) the relocation of improvements or any loss or damage resulting from flooding or water management activities;
- c) the relocation of improvements or any loss or damage resulting from wildfire or wildfire management activities;
- d) any damage or annoyance arising from any acts, omissions, or negligence of owners, occupants, or tenants of adjacent or contiguous property; or
- e) the making of alterations, repairs, improvements or structural changes to the utility services, if any, anywhere on or about the Lands provided the same must be made with reasonable expedition.
- 28) The Lessee must at all times during the Term, at its own expense and without limiting the Lessee's liabilities, insure its Activity conducted on the Land as follows:
  - a) general liability in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury and property damage; and
  - automobile liability on all vehicles owned or licensed in the name of the Lessee and used on or taken onto the Lands or used in carrying out the Activity authorized under this Disposition in an amount not less than \$2,000,000.
- 29) The Lessee must, on the request of the Department, promptly provide the Department evidence of all required insurance in the form of a detailed certificate of insurance acceptable to the Department.
- **30)** The Lessee must have the insurance policy in Condition 28(a) endorsed to provide the Department with at least 30 days advance written notice of cancellation.
- 31) The Lessee must maintain current contact information with the Department.
- 32) The Lessee accepts the Lands on an "as is" basis.
- 33) The conditions of this Disposition are severable. Should any term or condition of the Disposition be found invalid or not enforceable, the remaining terms of the Disposition remain in full force and effect.

#### Appendix A Legal Description for GRL 39951

EP Plan No: 983 SK LTO Plan No:

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Affected Lands (Meridian-Range-Township-Section-1/4Section-Legal Subdivision-Quadrant-Quarter-Quadrant)

LAND H	HECTARES	ACRES
W5-15-055-15-NW	64.750	160.00
W5-15-055-16-NE	65.154	161.00
W5-15-055-16-NW	65.154	161.00
W5-15-055-17-NE	65.154	161.00
W5-15-055-17-NW	61.148	151.10
W5-15-055-17-SE	36.260	89.60
W5-15-055-17-SW	65.154	161.00
W5-15-055-19-NE	53.298	131.70
W5-15-055-19-NW	1.133	2.80
W5-15-055-20-NE	65.154	161.00
W5-15-055-20-NW	65.154	161.00
W5-15-055-20-SE	65.154	161.00
W5-15-055-20-SW	61.594	152.20
W5-15-055-21-NE	59.893	148.00
W5-15-055-21-NW	64.750	160.00
W5-15-055-21-SE	64.750	160.00
W5-15-055-21-SW	64.750	160.00
W5-15-055-22-NW	13.557	33.50
W5-15-055-22-SW	58.679	
W5-15-055-28-NE	64.750	160.00
W5-15-055-28-NW	64.750	160.00
W5-15-055-28-SE	53.176	131.40
W5-15-055-28-SW	64.750	160.00
W5-15-055-29-NE	65.154	161.00
W5-15-055-29-NW	65.154	
W5-15-055-29-SE	65.154	161.00
W5-15-055-29-SW	65.154	161.00
W5-15-055-30-NE	64.750	160.00
W5-15-055-30-NW	64.750	
W5-15-055-30-SE	64.750	
W5-15-055-30-SW	63.414	
	1.902	
W5-15-055-33-SE	1.702	

#### AREA SUMMARY

The total lands herein described contain 1,832.943 HA (4,529.30 ACRES) more or less.

#### SUBJECT TO

The authorizations and dispositions listed on the attached "Schedule B", if any, have been issued on the quarter sections of land on which your disposition has been issued and may be prior and subsisting authorizations and dispositions to your disposition and may relate to and affect your disposition and the land on which your disposition has been issued.

\*Supplementary Information\*

(LTO) - Land Titles Office (AE) - Alberta Environment/Land Administration Division (ATS) - Alberta Township System (HA) - Hectares 1 Hectare = 2.471054 Acres 2021-11-04 8:51:06 AM

Submitted by: JBUDNICK

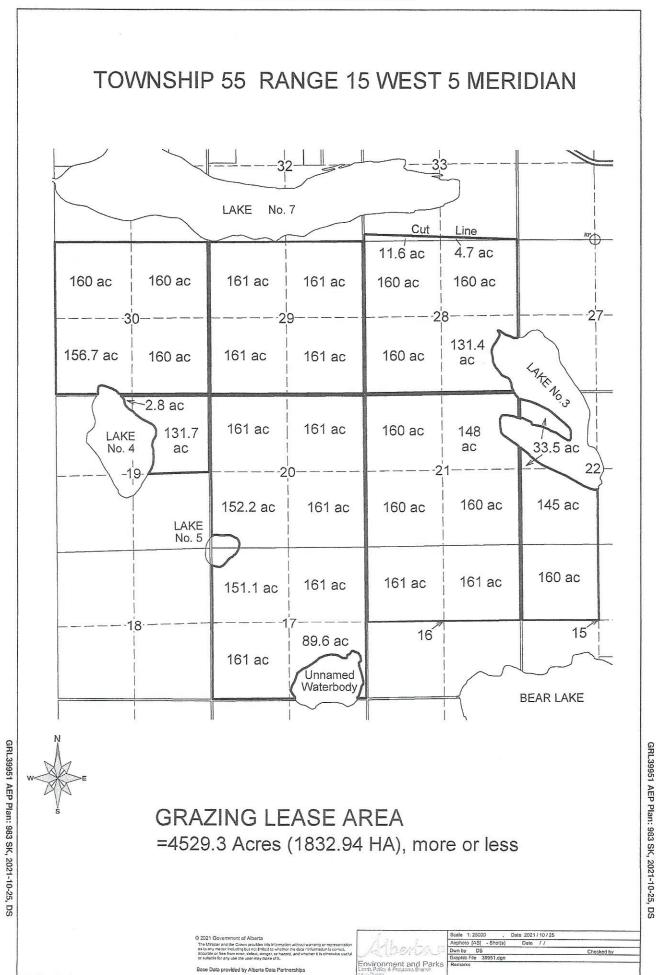
#### DISCLAIMER

THIS STANDING REPORT IS PROVIDED SUBJECT TO THE CONDITION THAT HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA AND HER EMPLOYEES:

 HEREBY DISCLAIM AND ARE RELEASED FROM ANY AND ALL RESPONSIBILITY FOR THE INFORMATION IN, AND ANY OMISSION OF THE INFORMATION FROM, THIS REPORT;
 SHALL NOT BEAR ANY RESPONSIBILITY FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING FROM OR IN RESPECT OF ANY ABSENCE OF INFORMATION OR ANY ERRORS OR OMISSIONS (WHETHER THE AFORESAID OCCASIONED BY NEGLIGENCE OR OTHERWISE) IN OR AFFECTING THIS REPORT OR THE INFORMATION THEREIN.

THIS REPORT DOES NOT SHOW CAVEATS, BUILDERS' LIENS, OR OTHER INSTRUMENTS, IF ANY, REGISTERED AT LAND TITLES OFFICE IN RESPECT OF ANY LANDS OR INTERESTS THEREIN. PERSONS ARE ADVISED TO ALSO EXAMINE RECORDS AT LAND TITLES OFFICE TC ASCERTAIN WHETHER OTHER INSTRUMENTS THAT MAY CONCERN THE LANDS OR INTERESTS THEREIN HAVE BEEN REGISTERED.

\*\*\* END OF REPORT \*\*\*



GRL39951 AEP Plan: 983 SK, 2021-10-25, DS

### **GRAZING – TIMBER AGREEMENT**

FMA #0900046 AND GRI 39951

LEGAL LOCATIONS	SE/SW/NW of 28; NE	SE/NW of 21; SW	/NW of 22; Twp 55; Rge 15; W5
AGREED TO ON THIS	23 DAY	OF March, 2012	2
BETWEEN:			

WEYERHAEUSER COMPANY LIMITED 2509 Aspen Drive Edson, Alberta T7E 1S8 (Hereinafter called "the Company")	AND	<b>945206 Alberta Ltd.</b> 127 Timberstone Court Calgary, Alberta T3Z 3M6 (Hereinafter called "the Lessee")
Company Representative: David MacDon	ald, RPF	

Lessee Representative: Neil Stanley

ON OVER-LAPPING DISPOSITIONS

This agreement is consistent with ASRD Directive 2006-1 and the Grazing and Timber Integration Manual (June 2006).

### **1.0 OBJECTIVE**

To ensure the sustainable production of timber and forage resources.

2.0 OPERATIONAL PLANS (Details on proposed plans for each operator)

### 2.1 GRAZING:

- Approved stocking rate:
  - Currently 212 AUM. It is anticipated that with the rotational grazing discussed below, the current stocking rate will be maintained in 2012 and 2014, however will be reduced in 2013 due to the "No Grazing" period.
- Grazing plan, rotation, timing, In/out dates:
  - Grazing plan: June, 2012 east of cross fence and July-Sept, 2012 on west side of cross fence. This will accommodate the start of timber harvesting July 1, 2012.
  - Grazing plan: June, 2013 on west side of cross fence only.
  - Grazing plan: June-July, 2014 on west side of cross fence and August-Sept, 2014 on east side of cross fence.

- Movement of cattle through the proposed timber harvest area will be allowed in the fall of 2012; in the spring and fall of 2013; and in the spring of 2014 in order to move cattle from and to the east end of the grazing lease to the area west of the cross fence.
- Reasonable efforts will be made to keep cattle out of the proposed timber harvest area from July 1, 2012 until August 1, 2014, except for cattle movements as mentioned above.
- Water/salt locations:

Watering locations are based upon naturally occurring standing water. Specifically, when grazing east of the cross fence, cattle water from Horseshoe Lake and from a beaver dam at 11-28-55-15-W5. Salt locations will be located in areas throughout the grazing lease to encourage optimum grazing of available grass and to help move cattle throughout the grazing lease. Salt locations will not be located within the harvest opening as indicated in Section 4.1, but will be allowed on existing cut lines and drove trails that transect the harvest opening for the purpose of moving cattle.

### Infrastructure, location and condition:

- First Texas Gate situated on LOC #871043 at or near the east boundary of GRL #39951 (7-22-55-15-W5). Appears to be in good working condition.
- Second Texas Gate situated approximately 127 meters northwest of the first Texas Gate on LOC #39951 (6-22-55-15-W5). Appears to be in good working condition.
- Third Texas Gate situated approximately 1,500 meters west of the second Texas Gate (7-21-55-15-W5) where the cross fence transects LOC #871043. Appears to be in good working condition.
- A fourth Texas Gate situated on LOC #033036 at or near SE corner of Section 29-55-15-W5. Appears to be in good working condition.
- Cross fence ties into an east/west cut-line to the north and extends southward along the east edge of Section 29-55-15-W5 for approximately 1,700 meters. At or near the SE corner of Section 29 the fence line heads in a SE direction for approximately 1,600 meters before heading eastward for +/-1,200 meters to the east boundary of GRL #39951. The fence line runs northward for approximately 50 meters and ties into the southern shoreline of Horseshoe Lake.
- The cross fence is currently a 3 wire barbed wire fence affixed to pressure treated posts. The 50 meter section of fence-line that ties into Horseshoe Lake is currently affixed to trees not posts. Due to blow-down sections of barbed wire have become loose and in some instances down.
- Several drove (cattle) trails are situated within or immediately adjacent to the harvest area (reference the attached GTA map). There are 3 unmapped switchbacks along drove trail #2.
- Corral located on the south side of LOC #871043 at or near the east boundary of GRL #39951 (6-22-55-15-W5).
- Noxious Weeds:
  - Very few noxious weeds exist on the grazing lease. Oxeye Daisy has been sprayed on the Vero 11-21-55-15-W5 location but seems under control.

### 2.2 TIMBER:

- Past Harvesting:
  - 4 historical cut-blocks (pre-FMA). No information on file.

# Current Harvest Plans (Cut Period #2 from 2009 to 2014):

- Planned harvest opening 5150552840 targets deciduous leading stand types west of Horseshoe Lake. Harvest area +/- 171.8 hectares. Harvest area planned north and east of cross fence, as described in Section 2.1, separating it from the remainder of GRL #39951.
- Class IV temporary access planned within the block. Total reclamation
  planned post harvest and haul.
- Harvest and haul operations scheduled for non-frozen conditions during the summer of 2012.

## Future Harvesting (Cut Period #4 from 2019 to 2024):

- The Company's approved Detailed Forest Management Plan identifies stands available for harvest in Cut Period #4. Additional harvesting on the GRL is not planned at this time and will not be planned until after 2019 at which time this GTA will be re-negotiated.
- Access:
  - Access to planned harvest area existing on ConocoPhillips LOC #982273 and #871043, and Vero Energy Inc. LOC #0330036.

### Stream crossings:

None.

# Post-harvest activities (Silviculture, surveys) – Deciduous land-base:

- Silviculture tactic Natural regeneration with the planting of conifer along totally reclaimed roads and landing areas one (1) year following harvest (spring/summer of 2013).
- Establishment Survey Schedule Must be completed no-sooner than 4 years and no later than 8 years after the end of the year of cut on deciduous landbase.
- If the Establishment Survey determines that the stand is not satisfactorily stocked then the harvest area will be treated and planted prior to the Performance Survey being completed.
- Performance Survey Schedule To be completed no sooner than 8 years and no later than 14 years after the end of the year of cut if Establishment Survey determines stand is not satisfactorily stocked.

# 3.0 POTENTIAL IMPACTS: (Provide as detailed a summary of all potential impacts to your integrated operations)

### 3.1 Impacts to Grazing Operations:

- No grazing permitted as per the "No Grazing" period identified in Section 4.1.
   Opening up of deciduous stands has a tendency to cause rapid regeneration
- of suckers restricting movement of cattle and reducing forage for a period of time within the harvest opening.

### 3.2 Impacts to Timber Operations:

Grazing can affect the total regeneration stocking levels and overall quality of the regeneration increasing the risk that forest regeneration standards will not be met. The first three to five years following harvest is the high risk period for deciduous regeneration success.

### 4.0 MITIGATION PLAN:

### 4.1 The Lessee:

- Agrees not to graze the harvest opening during the period commencing on July 1<sup>st</sup> 2012 and ending on August 1<sup>st</sup> 2014 (known as the "No Grazing" period).
- During the "No Grazing" period the movement of cattle through the harvest opening to and from the grazing lease south and west of the cross fence described in Section 2.1, to and from their corral, for the purposes of turn-out and round-up is permitted.
- The Lessee will not salt or create watering holes within the harvest opening until such time as it becomes satisfactorily stocked (no sooner than 4 years and no later than 14 years after the end of the year of cut) according to the results of formal Establishment and/or Performance Surveys as described in the Alberta Regeneration Survey Manual.
- Other than where noted below the lessee is responsible to make repairs, as required, on all perimeter and cross fences to ensure within reason, and to the best of their ability, a barrier to cattle movement on to the harvest opening is maintained during the "No Grazing" period.

### 4.2 The Company:

- Harvesting within opening 5150552840 will commence no earlier than July 1, 2012.
- Temporary class IV roads will be planned to access the harvest opening from the south to avoid interactions between cattle and vehicle traffic. If cattle enter the harvest area (north and east of the cross fence) during harvest, haul and reclamation operations the Company will notify the Lessee immediately upon discovery. Should the Company fail to notify the Lessee or be in any way negligent during the course of its operations it will be responsible for any loss the Lessee may suffer as a result of contact between the cattle and any harvesting equipment or trucks.
- Total reclamation of temporary class IV roads planned to be completed within one year after the completion of hauling. Total Reclamation generally includes the following measures – removal of all watercourse crossings; removal of all cross drains; decompaction (deep ripping) of road beds hauled during non-frozen periods; spread strippings back onto road bed; and apply erosion control measures (seeding using a Ranchmen's grass seed blend) as required to stabilize. The objective is to promote the establishment of natural vegetation and planted seedlings. Strippings and course woody debris that is rolled back onto the road bed will be done in such a manner that will allow the movement of cattle along trails, consistent with leaving quad trails for

silviculture purposes. These trails will be easily negotiated with either horse back or quad.

- Seismic lines / cut lines (where agreed too during the pre-work meeting as per Section 4.3) and drove trails (including the 3 un-mapped switchbacks along drove trail #2) that transect through the harvest opening will remain open post harvest and haul to facilitate the movement of cattle. They will be re-seeded, using a Ranchmen's grass seed blend, within the harvest opening where soil has been disturbed as a result of harvest operations.
- Weyerhaeuser will repair the existing cross fence described in Section 2.1 as required to a standard agreed upon between the Lessee the Company. The fence wire will be tightened and replaced using similar wire where necessary. New posts (4 inches in diameter) to replace those damaged may also be required along the length of the fence line. The fence line will only be cleared where it is necessary to carry out repairs. The Company will hire a Service Provider to carry out the repairs and the Company agrees to cover the full cost of the materials and labor to repair the fence.
- In addition, while the service provider is carrying out these repairs, the cross fence will be upgraded to a 4 strand barbed wire fence from a 3 strand fence. The fourth strand of barbed wire will be affixed to the bottom of the fence posts with the bottom third wire being moved upwards accordingly. The Lessee will provide the contractor with the additional wire (approximately 4400 meters) for this extra strand.
- The Company agrees to repair, at its expense, any damage to the existing cross fence described in Section 2.1 inadvertently caused during harvest operations.
- The Company will not harvest additional area on the GRL until after 2019 at which time this GTA will be renegotiated.
- The Company will follow Alberta's 2001-06 Directive for Weed Management to prevent the establishment of and control of noxious weeds resulting from forestry operations. Control of noxious weeds within the harvest opening will be the responsibility of the Company from July 1, 2012 through to the fall of 2014 (two years after harvest completion).

### 4.3 Pre-Work Meetings:

- Prior to the repair of the existing cross fence described in Section 2.1 and its upgrade to a 4 strand barbed wire fence the Company, preferably with its Service Provider and Lessee will complete a joint pre-work inspection to ensure there is a common understanding of the requirements of bullets 5 and 6 of the Mitigation Plan described in Section 4.2.
- Prior to the commencement of harvest the Company, preferably with its Harvest Contractor and Lessee will complete a joint pre-work inspection to ensure there is a common understanding of the requirements of the Mitigation Plan described in Section 4.2.

### 5.0 FINANCIAL ARRANGEMENTS:

See attached cost sharing agreement – n/a

### 6.0 MONITORING:

- A joint inspection by the Company and the Lessee will be conducted after harvest operations are complete, but prior to the completion of reclamation activities, to ensure that there are no outstanding issues such as damage to the existing cross fence described in Section 2.1 inadvertently caused during harvest operations. The results of this inspection and agreed upon follow-up actions to address matters of concern, if any, will be documented and sent to the Alberta Sustainable Resource Development (ASRD) office. This joint inspection should also be used to identify the existing location of, type and distribution of any noxious weeds.
- The Company will monitor the harvested area annually for two years after harvest completion to identify the location of, type and distribution of any noxious weeds and to ensure that regeneration is adequate. Should re-treatment of the harvest opening, including roads and landings, be required the Company will develop a treatment plan and communicate it to the Lessee and Alberta Sustainable Resource Development (ASRD).
- The Company will perform formal Establishment and/or Performance Surveys as described in the Alberta Regeneration Survey Manual as they become due (past the 2 year monitor phase). If there is indication, during the surveys, of damage to regeneration due to grazing or trampling the lessee will be contacted, either in person or in writing so that a joint field inspection can be arranged and agreed upon follow-up actions to address matters of concern can be implemented. The results of this inspection will be sent to the ASRD office.
- The Lessee will carry out informal monitoring of the harvested opening for up to five years post harvest during the grazing disposition holder's routine checking of cattle and grazing operations / maintenance. If there are issues of concern identified, such as the damage to regeneration due to grazing or trampling, the lessee will notify Weyerhaeuser, either in person or in writing so that a joint field inspection can be arranged and agreed upon followup actions to address matters of concern can be implemented. The results of this

### 7.0 DISPUTE RESOLUTION:

- In the event of a dispute, the Company and Lessee will attempt to reach an agreement on the issue(s) and amend the GTA. The amended GTA is required to be endorsed by Alberta Sustainable Resource and Development. If a resolution cannot be reached, then either party may make a request to Alberta Sustainable Resource Development (ASRD) for mediation of the dispute.
- Submitting to a mediated resolution does not preclude the option of seeking civil action through the courts.

### 8.0 ATTACHMENTS:

• Detailed map of grazing disposition and planned harvest opening with temporary class IV in-block roads and grazing infrastructures.

### **Company Representative:**

avid MacDonald

per: David MacDonald, RPF

Weyerhaeuser title: March as, avia. date:

Lessee Representative:

enlec Neil Stanley per: Lessee date: Mane 2 20 7

SRD Representative:

Endorsed By:

SRD Representative:

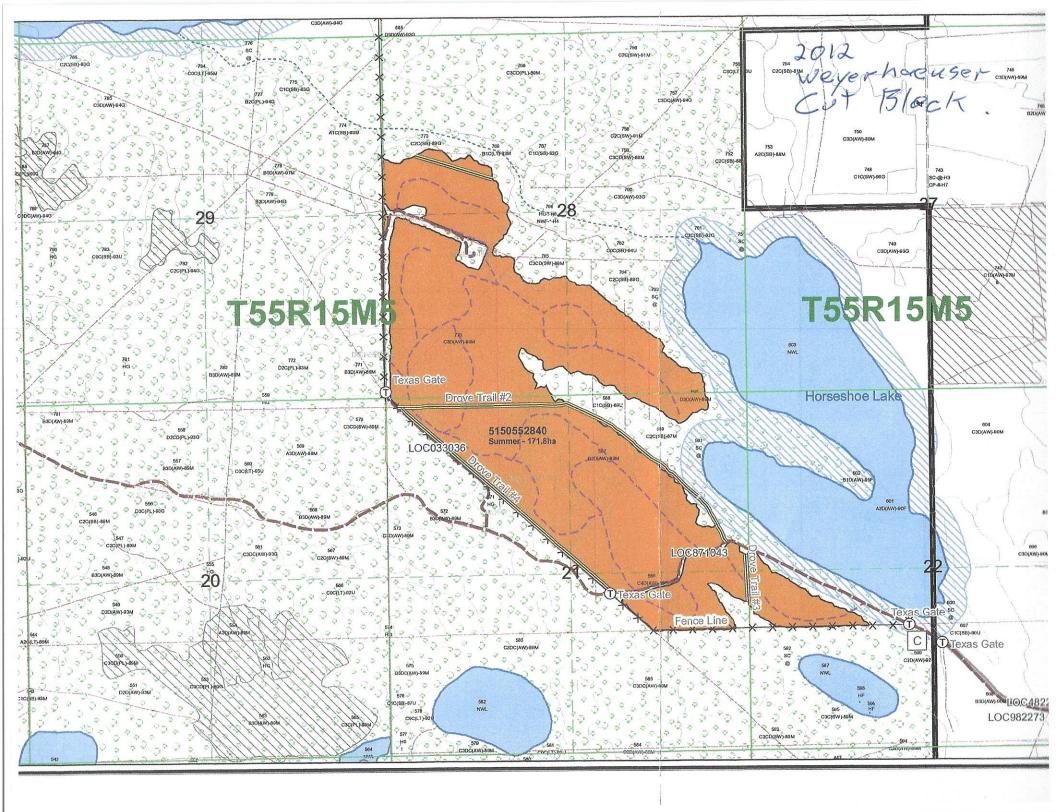
Endorsed By:

title:

Dave Karasek per: title: Range Agrologist Land and Rangeland Management date:

per: Stephen Mills

Area Approvals Forester title: date:



# **GRAZING - TIMBER AGREEMENT**

ON OVER-LAPPING DISPOSITIONS	FMA09	00046	AND	945206 Alberta Ltd. on GRL39951	
LEGAL LOCATIONS Sections 19-21 & 2	8-30 ; Twp	55; Rge 18	5; W5		
AGREED TO ON THIS	DAY OF				A former the second state of the
		-202	0		
BETWEEN:					
WEYERHAEUSER COMPANY LIMITED 2509 Aspen Drive Edson, Alberta T7E 1S8	AND	745	286	Alberto	Lto
(Hereinafter called "the Company")				"the Lessee")	
Company Representative:	*				
Lessee Representative:	18	An	fiers		
	/				
This agreement is consistent with AESRD Direct Manual (June 2006).	ctive 2006-1	and the G	razing and	d Timber Integrati	on

### **1.0 OBJECTIVE**

To ensure the sustainable production of timber and forage resources.

2.0 OPERATIONAL PLANS (Details on proposed plans for each operator)

### 2.1 GRAZING:

- Approved stocking rate:
  - · Currently 275 AUM.
- Grazing plan, rotation, timing, In/out dates:
  - Existing fence and cross fence will be utilized to minimize any conflict between equipment and cattle
  - Grazing Plan: The cut block will not be grazed for the following time periods

Year	No Grazing Term
2022	July – Oct (west side of cross fence)
2023	June & July (west side of cross fence)
2024	June & July (west side of cross fence)

#### Water/salt locations:

Natural low areas and dugouts within the blocks provide important sources of water. These areas will be identified by the Lessee and their locations will be provided to Weyerhaeuser. Weyerhaeuser will flag them in the field and identify their location on harvest maps so that they will be protected during harvest operations.

### Infrastructure, location and condition:

- Lease perimeter is fenced with three strands of barbed wire.
- Four wire cross fence is used around individual wellsites within the lease.
- · Cattle guards are present on all roads exiting the pasture
- Four wire fence along the west and southwest edge of 2012 cutblock 5150552840, this fence will be utilized to keep cattle out of planned harvest area (allowing for grazing on the east)
- Fence line intersects block 5150552980 within the north running northwestsoutheast (for approximately 150m within the block). A portion of fence will be removed for harvest and re-established following harvest. Weyerhaeuser and the Lessee will inspect this section following harvest and haul and Weyerhaeuser agrees to paying the Lessee for repair work on the fence. Cattle will remain on the east side of the north-south running fence (which is located between Weyerhaeuser's proposed harvest area and former cut block from 2012).
- All drove trails have been marked on maps under the 'Recreation Trails' layer and disturbance will be minimized and cleared of coarse woody logging debris to allow for use via a quad, horse or small tractor.
- Noxious Weeds:
  - To be inspected summer of 2021 (one year prior to harvest) and for the following two years after harvest in 2023-2024 (inspections and spray application).

#### 2.2 TIMBER:

- Past Harvesting:
  - Previous Weyerhaeuser harvest operations in 2012 (to the east of current plan)
- Current Harvest Plans:
  - Planned harvest will occur in the summer of 2022 (July-October).

- Class IV temporary access planned within the block. Total reclamation planned post-harvest and haul.
- Plans communicated with EDFOR.
- Future Harvesting:
  - No additional harvesting is currently scheduled on the GRL39951.
- Access:
  - Access to the grazing lease will be through existing road access. 0 Upgrading work on the existing road, to support summer harvest and haul operations, will commence in the fall of 2020 and is scheduled to be completed in the fall of 2021.
    - a. Weyerhaeuser plans to open the ROW of the existing road (DLO4822 and LOC871043) to its approved width in the fall of 2020.
    - b. Grading, necessary gravel work and ditching will be done in the summer/fall of 2021.
  - Texas Gates will be cleared of debris and will be left in a good condition (following road upgrading in 2021 and following harvest in 2022). During harvest and haul, Weyerhaeuser will be monitoring the texas gates to ensure they are not damaged or plugged with debris during road maintenance as well as harvest and haul operations. Ongoing repairs and cleaning will occur as required during this time. A joint inspection (between Weyerhaeuser and Lessee) of the texas gates will be completed following harvest and haul to ensure satisfaction.
- Stream crossings:

• N/A

- Post-harvest activities (Silviculture, surveys) Deciduous land-base:
  - Silviculture tactic Natural regeneration is typical for deciduous harvesting. The planting of conifer along totally reclaimed roads and landing areas one (1) year following harvest may be necessary if the natural regeneration is not
  - Establishment Survey Schedule Must be completed no-sooner than 4 years and no later than 8 years after the end of the year of cut on deciduous land-
  - If the Establishment Survey determines that the stand is not satisfactorily stocked then the harvest area will be treated and planted prior to the Performance Survey being completed.
  - Performance Survey Schedule To be completed no sooner than 8 years and no later than 14 years after the end of the year of cut if Establishment Survey determines stand is not satisfactorily stocked.
  - Since this is a deciduous landbase, herbicide use for silviculture purposes is not planned.

3.0 POTENTIAL IMPACTS: (Provide as detailed a summary of all potential impacts to your integrated operations)

- 3.1 Impacts to Grazing Operations:
  - No grazing permitted as per the "No Grazing" period identified in Section 4.1.

 Opening up of deciduous stands has a tendency to cause rapid regeneration of suckers restricting movement of cattle and reducing forage for a period of time within the harvest opening.

### 3.2 Impacts to Timber Operations:

Grazing can affect the total regeneration stocking levels and overall quality of the regeneration increasing the risk that forest regeneration standards will not be met. The first three to five years following harvest is the high-risk period for deciduous regeneration success.

### 4.0 MITIGATION PLAN:

### 4.1 The Lessee:

- The Lessee agrees not to graze blocks for the years of 2022-2024 during the timing restriction noted in the Grazing Plan under 2.1. (known as the "No Grazing" period identified on page 1).
- The Lessee will not salt or create watering holes within the harvest opening until such time as it becomes satisfactorily stocked (no sooner than 4 years and no later than 14 years after the end of the year of cut) according to the results of formal Establishment and/or Performance Surveys as described in the Alberta Regeneration Survey Manual.
- Other than where noted below the lessee is responsible to make repairs, as required, on all perimeter and cross fences to ensure within reason, and to reasonable efforts, barrier to cattle movement on to the harvest opening is maintained during the "No Grazing" period.

#### 4.2 The Company:

- Harvesting within openings will commence in the summer of 2022
- 4% retention (live standing trees) will be left (retention is ribboned)
- New temporary roads will be minimized within GRL39951 and the use of drove trails as roads will be used where possible. Total reclamation of temporary class IV roads planned to be completed within one year after the completion of hauling. Total Reclamation generally includes the following measures removal of all crossings; removal of all cross drains; de-compaction (deep ripping) of road beds hauled during non-frozen periods; spread strippings back onto road bed; and apply erosion control measures (seeding using a Ranchmen's grass seed blend native seed mix agreed upon with Lease holder) as required to stabilize. The objective is to promote the establishment of natural vegetation and planted seedlings. Strippings and coarse woody debris that is rolled back onto the roadbed will be done in such a manner that will allow the movement of cattle along trails, consistent with leaving quad trails for silviculture purposes. These trails will be easily negotiated with either horseback, quad or small tractor.
- The Company agrees to repair, at its expense, any damage to the existing perimeter fence and cross fence described in Section 2.1 inadvertently caused during harvest operations. A joint inspection will be conducted between Weyerhaeuser and the Lessee following operations to identify any areas of concerns. Weyerhaeuser will pay the Lessee (or the Lessee can choose to hire their own repair contractor) to repair any damages to the perimeter or cross fence that occurred as a result of Weyerhaeuser's operations. Weyerhaeuser and the Lessee will come to an agreement regarding repair costs using the Fencing Price Scheduler Table as a guide (as per the Government of

Alberta – Custom Rates 2017 – Livestock webpage <u>https://www.alberta.ca/custom-</u> rates-2017-livestock.aspx) to come to a mutual agreed upon cost.

Fencing Price Sch	neduler Table
Operation	Price Range
Barbed wire fence	\$2500-3000/mj
construction	\$100-180/hr
(labour & equipment)	
Post pounding	\$140-165/hr
(labour & equipment)	
Post pounding - Rental	\$125/day
Barbed wire fence repair or	\$1250-1300/mi
removal	
(labour & equipment)	
Fence repair	\$65/hr
Fence removal & repair	\$120/hr
Fence removal, post	\$100-185/hr
pounding & repair	
Wire rolling	\$85/hr

- The Company will follow Alberta's 2001-06 Directive for Weed Management to prevent the establishment of and control of noxious weeds resulting from forestry operations. Control of noxious weeds within the harvest opening will be the responsibility of the Company from July 1, 2021 (one year prior to harvest) and through to the fall of 2023-2024 (two years after harvest completion).
- Any existing trails and fence lines will be inspected and cleaned of coarse woody debris post-harvest.
- Weyerhaeuser agrees to mulch the designated drove trails and perimeter and cross fence lines within the 2012 cut block 5150552840 while road upgrading occurs in 2021 reference map for locations.
- Weyerhaeuser agrees to mulch the designated drove trails within the blocks being developed on the current harvest plan (5150552980, 5150551998, 5150553080 and 5150552115) west side of the cross fence. This will be inspected after two growing seasons following harvest with mulching occurring once either at year 3 or year 4 following harvest (dependent on stocking levels).
- During harvest and haul operations, Weyerhaeuser employees and contractors will drive the roads within the grazing disposition when cattle are present with due care and attention so as to minimize inadvertent injury. However, if Weyerhaeuser does cause injury or kill any cattle, Weyerhaeuser will appropriately compensate the Lessee for such at fair market value at the time of the incident.
- While completing road upgrades in 2021, Weyerhaeuser will install a culvert across the existing road adjacent to the catch pen to re-establish proper adequate drainage.
- Weyerhaeuser will harvest the small finger of wood south of the existing access and north of the catch pen as per the attached map (designated in the miscellaneous polygon).

### 4.3 Pre-Work Meetings:

Lessee will be contacted prior to any activity on the lease

### 5.0 FINANCIAL ARRANGEMENTS:

 Weyerhaeuser agrees to upgrade the current road access to support summer harvest and haul as well as provide a better access substrate for the Lessee as the current road is poorly constructed. The designated ROW will be cut and opened in the fall of 2020 to allow a full year (2021) of sun to dry the road and allow for grading, ditch work and gaveling where necessary for harvest and haul in 2022.

### 6.0 MONITORING:

- A joint inspection by the Company and the Lessee will be conducted during and after harvest operations are complete, but prior to the completion of reclamation activities, to ensure that there are no outstanding issues such as damage to the existing fence described in Section 2.1 inadvertently caused during harvest operations. The results of this inspection and agreed upon follow-up actions to address matters of concern, if any, will be documented and sent to the GoA office. This joint inspection should also be used to identify the existing location of, type and distribution of any noxious weeds.
- The Company will monitor the harvested area annually for two years after harvest completion to identify the location of, type and distribution of any noxious weeds and to ensure that regeneration is adequate. Should re-treatment of the harvest opening, including roads and landings, be required the Company will develop a treatment plan and communicate it to the Lessee and GoA
- The Company will perform formal Establishment and/or Performance Surveys as described in the Alberta Regeneration Survey Manual as they become due (past the 2 year monitor phase). If there is indication, during the surveys, of damage to regeneration due to grazing or trampling the lessee will be contacted, either in person or in writing so that a joint field inspection can be arranged and agreed upon follow-up actions to address matters of concern can be implemented. The results of this inspection will be sent to the GoA office.
- The Lessee will carry out informal monitoring of the harvested opening for up to five years post harvest during the grazing disposition holder's routine checking of cattle and grazing operations / maintenance. If there are issues of concern identified, such as the damage to regeneration due to grazing or trampling, the lessee will notify Weyerhaeuser, either in person or in writing so that a joint field inspection can be arranged and agreed upon follow-up actions to address matters of concern can be implemented. The results of this inspection will be sent to the AAF office.

### **7.0 DISPUTE RESOLUTION:**

- In the event of a dispute, the Company and Lessee will attempt to reach an agreement on the issue(s) and amend the GTA. The amended GTA is required to be endorsed by GoA. If a resolution cannot be reached, then either party may make a request to GoA for mediation of the dispute.
- Submitting to a mediated resolution does not preclude the option of seeking civil action through the courts.

### 8.0 ATTACHMENTS:

- Detailed map of grazing disposition and planned harvest opening with temporary class IV in-block roads and grazing infrastructures.
- Pasture map (detail)

### **Company Representative:**

### Lessee Representative:

			Mid Hanley
per: title: date:	Shay Yaskovitch Weyerhaeuser Nov 9, 2020	per: title: date:	Trent & Neil Stanley
GOA I	Representative:	GO	A Representative:

Endorsed By:

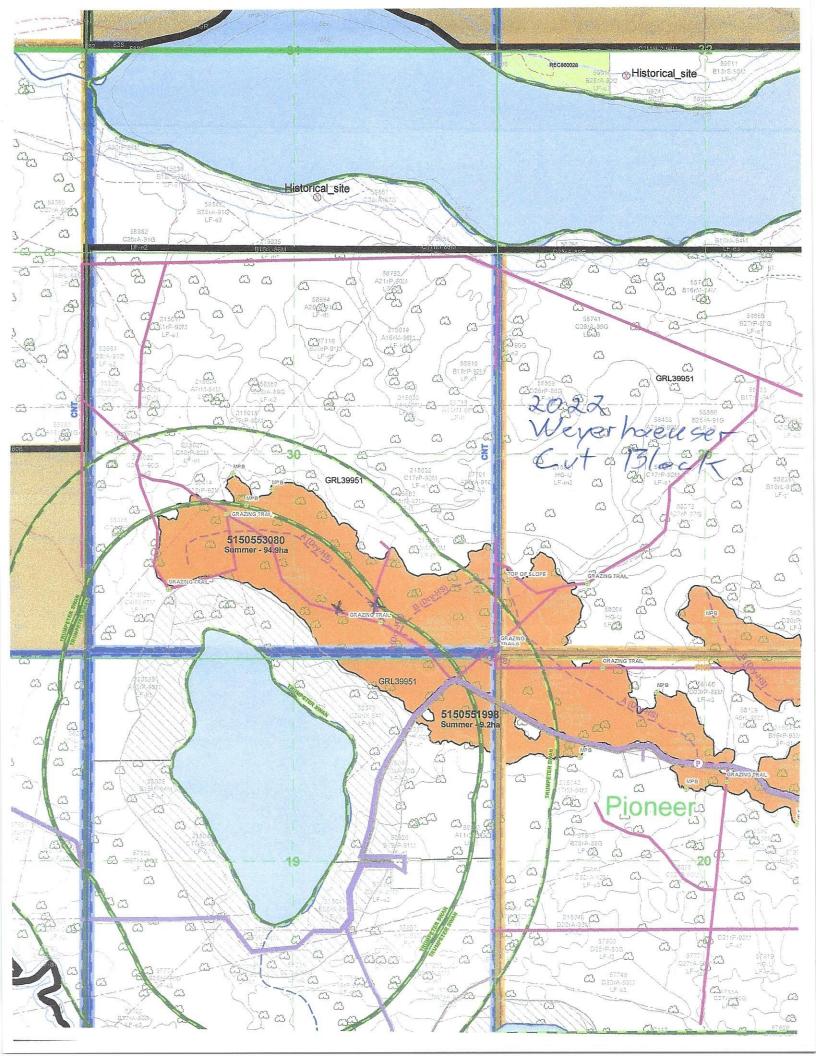
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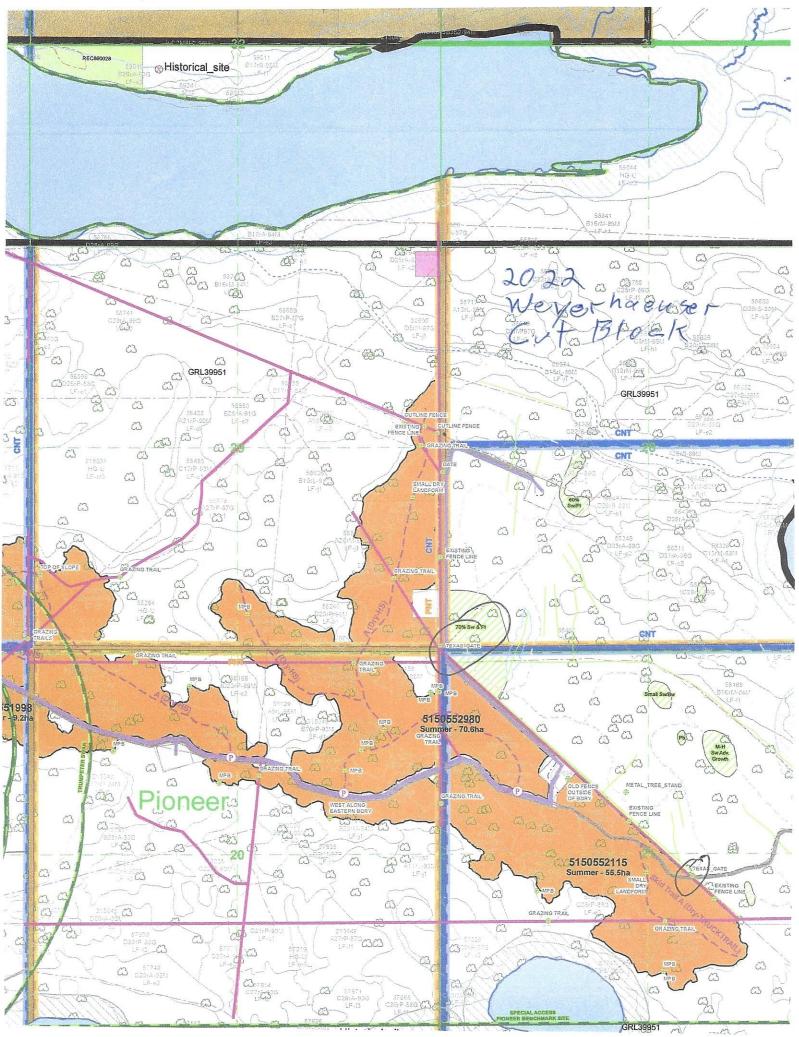
per:	Tennille Kupsch
title:	Range Agrologist
	Land and Rangeland Management
date:	

per: Stephen Mills

title: Area Approvals Forester

date:





# **GRAZING – TIMBER AGREEMENT**

ON OVER-LAPPING DISP	OSITIONS	FMA0900	046	AND	945206 Alberta
				-	Ltd. on GRL39951
LEGAL LOCATIONS Sec	tions 19-21 & 28-	-30 ; Twp 5	5; Rge 15	; W5	
AGREED TO ON THIS	D	DAY OF			
BETWEEN:					
EDFOR Cooperative Ltd 6602 4 <sup>th</sup> avenue Edson, Alberta T7E 1M7 (Hereinafter called "the Comp	any")	AND	127 Tim Calgary	Alberta L berstone ( AB T3Z 3) fter called	CRT
Company Representative:	Clayton Brinker				
Lessee Representative:	Neil Stanley				

This agreement is consistent with AESRD Directive 2006-1 and the Grazing and Timber Integration Manual (June 2006).

### **1.0 OBJECTIVE**

To ensure the sustainable production of timber and forage resources.

# 2.0 OPERATIONAL PLANS (Details on proposed plans for each operator)

### 2.1 GRAZING:

- Approved stocking rate:
  - Currently 275 AUM.
- Grazing plan, rotation, timing, In/out dates:
  - Existing fence and cross fence will be utilized to minimize any conflict between equipment and cattle
  - Grazing Plan: The cut block will not be grazed for the following time periods

Year	No Grazing Term
2022	July – Oct (west side of cross
2000	fence)
2023	June & July (west side of
2024	cross fence)
2024	June & July (west side of
	cross fence)

### Water/salt locations:

Natural low areas and dugouts within the blocks provide important sources of water. These areas will be identified by the Lessee and their locations will be provided to EDFOR. EDFOR will flag them in the field and identify their location on harvest maps so that they will be protected during harvest

### Infrastructure, location and condition:

- Lease perimeter is fenced with three strands of barbed wire.
- Four wire cross fence is used around individual wellsites within the lease.
- Cattle guards are present on all roads exiting the pasture
- Four wire fence along the west and southwest edge of 2012 cutblock 5150552840, this fence will be utilized to keep cattle out of planned harvest area (allowing for grazing on the east)
- Fence line intersects block 5150552980 within the north running northwestsoutheast (for approximately 150m within the block). A portion of fence will be removed for harvest and re-established following harvest. EDFOR and the Lessee will inspect this section following harvest and haul and EDFOR agrees to paying the Lessee for repair work on the fence. Cattle will remain on the east side of the north-south running fence (which is located between Weyerhaeuser's proposed harvest area and former cut block from 2012).
- A portion of the fence line will be utilized for accessing 5150552848 and 5150552968. Fence line will be widened to fit logging equipment/trucks (~15-20m) and left cleared following harvest.
- 3 gate openings will be removed to access 5150552848 and will be reestablished following harvest.
- 1 gate opening will be removed to access 5150553018 and will be reestablished following harvest
- Access road for 5150553018 is on sensitive grazing grounds and wellmaintained trails. To minimize loss of grazing ground and potential for rutting/compaction EDFOR will construct access road 5m within the forested edge alongside drove trial. Road sharing with Weyerhaeuser will be utilized where possible.
- EDFOR and the Lessee will inspect these openings following harvest/haul and EDFOR agrees to paying the Lessee for repair work on the fence
- All drove trails have been marked on maps under the 'Recreation Trails' layer and disturbance will be minimized and cleared of coarse woody logging debris to allow for use via a quad, horse or small tractor.

### Noxious Weeds:

To be inspected summer of 2021 (one year prior to harvest) and for the following two years after harvest in 2023-2024 (inspections and spray application).

### 2.2 TIMBER:

### Past Harvesting:

- Previous Weyerhaeuser harvest operations in 2012 (to the east of current plan)
- Current Harvest Plans:
  - Planned harvest will occur in the summer and winter of 2022/2023 (May-April).
    Class IV temporary access planned within the block. Total reclamation planned post-harvest and haul.
  - Plans communicated with WEYERHAEUSER.

### Future Harvesting:

- No additional harvesting is currently scheduled on the GRL39951.
- Harvesting within FGL150002 will occur in the winter of 2022/23 and will be hauled through GRL39951
- Harvesting within GRL39265 will occur in the winter of 2023/24 and will be hauled during none grazing months, lessee will be consulted with prior to operations.

Access:

- Access to the grazing lease will be through existing road access. Upgrading work on the existing road, to support summer harvest and haul operations, Weyerhaeuser will commence in the fall of 2020 and is scheduled to be completed in the fall of 2021.
  - a. Weyerhaeuser plans to open the ROW of the existing road (DLO4822 and LOC871043) to its approved width in the fall of 2020.
  - b. Grading, necessary gravel work and ditching will be done in the summer/fall of 2021.
- Texas Gates will be cleared of debris and will be left in a good condition (following road upgrading in 2021 and following harvest in 2022). During harvest and haul, EDFOR will be monitoring the texas gates to ensure they are not damaged or plugged with debris during road maintenance as well as harvest and haul operations. Ongoing repairs and cleaning will occur as required during this time. A joint inspection (between EDFOR and Lessee) of the texas gates will be completed following harvest and haul to ensure satisfaction.

### Stream crossings:

- Small permanent stream crossing will be required to access 5150552848.
   Crossing will be constructed using a native timber bridge during winter 2022/23.
- No other crossings required
- Post-harvest activities (Silviculture, surveys) –Coniferous land-base:

Silviculture tactic – Reforestation with Spruce/Pine will require planting at 1200-1400 stems/ha. Cutblocks with warm/dry soils will be straight planted (no site preparation) in the summer following harvest with 2+0 stock (2 season growth seedlings) lodgepole pine or white spruce. Donaren Mounding within cutblocks with cold/wet soils will be utilized to create suitable microsites for planted seedlings. Attention will be made to keep mounding off all access roads/trails and seismic lines used by the lessee.



- Debris from logging operations (tree tops/ branches/ dead logs) will be piled during/after harvest. Following Community Fire Smart requirements, EDFOR will ensure that less that 50m3/ha of debris will remain following harvest.
- Establishment Survey Schedule Must be completed no-sooner than 4 years and no later than 8 years after the end of the year of cut on deciduous landbase.
- If the Establishment Survey determines that the stand is not satisfactorily stocked then the harvest area will be treated and planted prior to the Performance Survey being completed.
- Performance Survey Schedule To be completed no sooner than 8 years and no later than 14 years after the end of the year of cut if Establishment Survey determines stand is not satisfactorily stocked.
- Herbicide will be used within EDFOR cutblocks with excessive deciduous regrowth between year2 to year8 post-harvest. Type of herbicide used must be an acceptable, grazing friendly, herbicide that targets deciduous/shrub suckering. Lessee will be consulted with in the winter months prior to application to plan acceptable times and minimize disturbance to livestock.

# 3.0 POTENTIAL IMPACTS: (Provide as detailed a summary of all potential impacts to your integrated operations)

### 3.1 Impacts to Grazing Operations:

No grazing permitted as per the "No Grazing" period identified in Section 4.1.

### 3.2 Impacts to Timber Operations:

Grazing can affect the total regeneration stocking levels and overall quality of the regeneration increasing the risk that forest regeneration standards will not be met.

### 4.0 MITIGATION PLAN:

### 4.1 The Lessee:

 The Lessee agrees not to graze blocks for the years of 2022-2024 during the timing restriction noted in the Grazing Plan under 2.1. (known as the "No Grazing" period identified on page 1).

- The Lessee will not salt or create watering holes within the harvest opening until such time as it becomes satisfactorily stocked (no sooner than 4 years and no later than 14 years after the end of the year of cut) according to the results of formal Establishment
- and/or Performance Surveys as described in the Alberta Regeneration Survey Manual. Other than where noted below the lessee is responsible to make repairs, as required, on all perimeter and cross fences to ensure within reason, and to reasonable efforts, barrier to cattle movement on to the harvest opening is maintained during the "No

### 4.2 The Company:

- Harvesting within openings will commence in the summer of 2022
- 4% retention (live standing trees) will be left (retention is ribboned)
- New temporary roads will be minimized within GRL39951 and the use of drove trails as roads will be used where possible. Total reclamation of temporary class IV roads planned to be completed within one year after the completion of hauling. Total Reclamation generally includes the following measures - removal of all crossings; removal of all cross drains; de-compaction (deep ripping) of road beds hauled during non-frozen periods; spread strippings back onto road bed; and apply erosion control measures (seeding using a Ranchmen's grass seed blend) as required to stabilize. The objective is to promote the establishment of natural vegetation and planted seedlings. Strippings and coarse woody debris that is rolled back onto the roadbed will be done in such a manner that will allow the movement of cattle along trails, consistent with leaving quad trails for silviculture purposes. These trails will be easily negotiated with either horseback, quad or small tractor.
- The Company agrees to repair, at its expense, any damage to the existing perimeter fence and cross fence described in Section 2.1 inadvertently caused during harvest operations. A joint inspection will be conducted between EDFOR and the Lessee following operations to identify any areas of concerns. EDFOR will pay the Lessee (or the Lessee can choose to hire their own repair contractor) to repair any damages to the perimeter or cross fence that occurred as a result of EDFOR's operations. EDFOR and the Lessee will come to an agreement regarding repair costs using the Fencing Price Scheduler Table as a guide (as per the Government of Alberta – Custom Rates 2017 – Livestock webpage https://www.alberta.ca/custom-rates-2017-livestock.aspx) to come to a mutual agreed upon cost. •
- In the event that damage is caused to existing structures (ie fence line/trails) it will be up to EDFOR and WEYERHAEUSER to come to a conclusion on who is at fault. The lessee is not responsible for discovering who will cover expenses if damage does occur.

Fencing Price Sc Operation	
Barbed wire fence construction (labour & equipment)	<b>Price Range</b> \$2500-3000/mi \$100-180/hr
Post pounding (labour & equipment)	\$140-165/hr
Post pounding - Rental	\$125/day
Barbed wire fence repair or removal	\$1250-1300/mi

(labour & equipment)	
Fence repair	\$65/hr
Fence removal & repair	\$120/hr
Fence removal, post pounding & repair	\$100-185/hr
Wire rolling	\$85/hr

- The Company will follow Alberta's 2001-06 Directive for Weed Management to prevent the establishment of and control of noxious weeds resulting from forestry operations. Control of noxious weeds within the harvest opening will be the responsibility of the Company from July 1, 2021 (one year prior to harvest) and through to the fall of 2023-2024 (two years after harvest completion).
- Any existing trails and fence lines will be inspected and cleaned of coarse woody debris post-harvest.
- During harvest and haul operations, EDFOR employees and contractors will drive the roads within the grazing disposition when cattle are present with due care and attention so as to minimize inadvertent injury. However, if EDFOR does cause injury or kill any cattle, EDFOR will appropriately compensate the Lessee for such at fair market value at the time of the incident.

### 4.3 Pre-Work Meetings:

Lessee will be contacted prior to any activity on the lease

### 5.0 MONITORING:

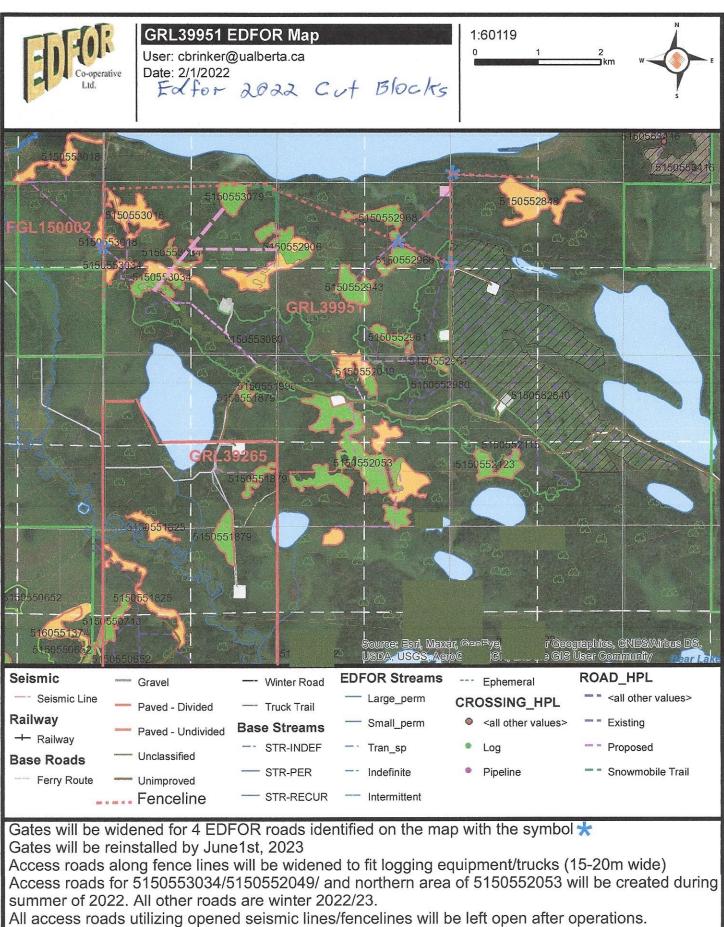
- A joint inspection by the Company and the Lessee will be conducted after harvest operations are complete, but prior to the completion of reclamation activities, to ensure that there are no outstanding issues such as damage to the existing fence described in Section 2.1 inadvertently caused during harvest operations. The results of this inspection and agreed upon follow-up actions to address matters of concern, if any, will be documented and sent to the GoA office. This joint inspection should also be used to identify the existing location of, type and distribution of any noxious weeds.
- The Company will monitor the harvested area annually for two years after harvest completion to identify the location of, type and distribution of any noxious weeds and to ensure that regeneration is adequate. Should re-treatment of the harvest opening, including roads and landings, be required the Company will develop a treatment plan and
- The Company will perform formal Establishment and/or Performance Surveys as described in the Alberta Regeneration Survey Manual as they become due (past the 2 year monitor phase). If there is indication, during the surveys, of damage to regeneration due to grazing or trampling the lessee will be contacted, either in person or in writing so that a joint field inspection can be arranged and agreed upon follow-up actions to address matters of concern can be implemented. The results of this inspection will be sent to the GoA office.
- The Lessee will carry out informal monitoring of the harvested opening for up to five years
  post harvest during the grazing disposition holder's routine checking of cattle and grazing

per:       Clayton Brinker         title:       EDFOR Forest Manager         date:       GOA Representative:	Lessee Representative: Mid Mandley per: Trent & Neil Stanley title: Lessee 145206 AB Ltd. GOA Representative:
per: title:	per:title:

date:

uue date:

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All inblock roads used to haul timber within the cutblock, including the northern inblock roads of 5150552053, will be partially reclaimed to allow access by a quad/side-by-side width trail.