

**TITLE SEARCH PRINT**

File Reference: CLHBID/wf

Declared Value \$4050000

2025-04-30, 10:55:01

Requestor: Whitney Fournier

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\*****Land Title District**

Land Title Office

KAMLOOPS

KAMLOOPS

**Title Number**

From Title Number

CA6685995

CA3218285

**Application Received**

2018-03-19

**Application Entered**

2018-03-21

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

ROBERT BRENT LAMOUREUX, RANCHER  
KELLY KINGSFORD LAMOUREUX, RANCHER  
RR#1, SITE 2, COMP. 13  
PRINCETON, BC  
V0X 1W0  
AS JOINT TENANTS

**Taxation Authority**

Penticton Assessment Area

**Description of Land**

Parcel Identifier:

011-616-385

Legal Description:

DISTRICT LOT 42 KAMLOOPS (FORMERLY YALE) DIVISION YALE DISTRICT EXCEPT:  
(1) PARCEL A (PLAN A142) (2) PLANS 21790, H17663, KAP81635 AND KAP91523

**Legal Notations**

THIS CERTIFICATE OF TITLE MAY BE AFFECTED BY THE AGRICULTURAL LAND  
COMMISSION ACT, SEE AGRICULTURAL LAND RESERVE PLAN NO. M11379

HERETO IS ANNEXED EASEMENT KK82640 OVER PART OF DL 1039 KDYD SHOWN  
ON PLAN KAP57713

**Charges, Liens and Interests**

Nature:

RIGHT OF WAY

Registration Number:

G30139

Registration Date and Time:

1972-07-21 08:54

Registered Owner:

BRITISH COLUMBIA TELEPHONE COMPANY

Remarks:

INTER ALIA

**TITLE SEARCH PRINT**

File Reference: CLHBID/wf

Declared Value \$4050000

2025-04-30, 10:55:01

Requestor: Whitney Fournier

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	KF68353
Registration Date and Time:	1992-07-16 13:23
Registered Owner:	FORTISBC INC.
Transfer Number:	LB209
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	LA110517
Registration Date and Time:	2006-08-09 14:59
Registered Owner:	THE CROWN IN RIGHT OF BRITISH COLUMBIA REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	LB94850
Registration Date and Time:	2007-08-09 10:58
Registered Owner:	FORTISBC INC.
Remarks:	INTER ALIA

<b>Duplicate Indefeasible Title</b>	NONE OUTSTANDING
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<b>Transfers</b>	NONE
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<b>Pending Applications</b>	NONE
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**LAND TITLE ACT  
FORM C**  
(Section 219.81)Province of  
British Columbia**GENERAL INSTRUMENT – PART 1**

(This area for Land Title Office use)

PAGE 1 of 6 pages

## 1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

mary macgregor lawyer (Client No. 10981) %

100 - 206 Seymour Street

Kamloops, BC V2C 6P5

(604)828-0282 MM/hs File No. 00110/003

**ABSTRACT REGISTRY SERVICES LTD.**  
972-0748

## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:\*

(PID)

(LEGAL DESCRIPTION)

See Schedule

09/24/96 A3966m CHARGE 50.00

## 3. NATURE OF INTEREST: \*

DESCRIPTION

DOCUMENT REFERENCE

PERSON ENTITLED TO INTEREST

Easement

(Page and paragraph)

Entire Document

See Schedule

## 4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms ☐(b) Express Charge Terms ☒(c) Release ☐

D.F. No.

Annexed as Part 2

There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): \***BRENDA ALFREDA CRIMMON, WAYNE ALBEN CRIMMON, and BRUCE GORDON CRIMMON**

## 6. TRANSFEREE(S): \*

**BRENDA ALFREDA CRIMMON, Rancher, WAYNE ALBEN CRIMMON, Rancher, and BRUCE GORDON CRIMMON, Rancher, all Box 718 Princeton, BC V0X 1W0 as Joint Tenants**

## 7. ADDITIONAL OR MODIFIED TERMS: \* Not applicable

## 8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any:

Execution Date

Officer Signature(s)

**ROBERT R. WICKS**

BARRISTER &amp; SOLICITOR

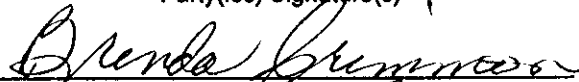
Box 760, 231 Bridge St.

Princeton, B.C. V0X 1W0

as to both signatures

Y	M	D
96	08	06

Party(ies) Signature(s)



Brenda Alfreda Crimmon



Wayne Alben Crimmon

(see FORM D)

## OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

**LAND TITLE ACT  
FORM D****EXECUTIONS CONTINUED**

Page 2

Officer Signature(s)

**ROBERT R. WICKS**  
BARRISTER & SOLICITOR  
Box 760, 231 Bridge St.  
Princeton, B.C. V0X 1W0 ✓

Execution Date

Y	M	D
96	08	06

Transferor/Borrower/Party Signature(s)



Bruce Gordon Crimmon

**OFFICER CERTIFICATION:**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

**LAND TITLE ACT  
FORM E****SCHEDULE**

Page 3

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM,  
MORTGAGE FORM OR GENERAL DOCUMENT FORM.

2. **PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:\***  
(PID) (LEGAL DESCRIPTION)

011-616-423

District Lot 1039 Kamloops Division Yale District Except Plan H17663

3. **NATURE OF INTEREST: \***  
DESCRIPTION

Easement over part  
shown on Plan  
KAP 57713

DOCUMENT REFERENCE  
(Page and paragraph)  
Entire Document

PERSON ENTITLED TO INTEREST

Registered Owner in Fee Simple of  
DL 42, K (formerly Yale) DYD,  
except: (1) Parcel A (Plan A142)  
(2) Plans 21790 and H17663  
(011-616-385)

## GENERAL INSTRUMENT - PART 2

Page 4

## TERMS OF INSTRUMENT

This Agreement made this <sup>6<sup>th</sup></sup> day of August, 1996

BETWEEN:

**BRENDA ALFREDA CRIMMON, Rancher,  
WAYNE ALBEN CRIMMON, Rancher, and  
BRUCE GORDON CRIMMON, Rancher**  
PO Box 718, Princeton, BC V0X 1W0  
as **Joint Tenants**  
(hereinafter called the "Grantor")

OF THE FIRST PART;

AND:

**BRENDA ALFREDA CRIMMON, Rancher,  
WAYNE ALBEN CRIMMON, Rancher, and  
BRUCE GORDON CRIMMON, Rancher**  
PO Box 718, Princeton, BC V0X 1W0  
as **Joint Tenants**

(hereinafter called the "Grantee")

OF THE SECOND PART;

WHEREAS:

- A. The Grantor is the owner in fee simple of the lands and premises situate in the Penticton Assessment Area and Province of British Columbia more particularly known and described as District Lot 1039 Kamloops Division Yale District except Plan H17663 (hereinafter called the "Servient Tenement");
- B. The Grantee is the owner in fee simple of the lands and premises situate in the Penticton Assessment Area and Province of British Columbia more particularly known and described as District Lot 42, Kamloops (formerly Yale) Division Yale District, except: (1) Parcel A (Plan A142) (2) Plans 21790 and H17663 (hereinafter called the "Dominant Tenement");
- C. A corridor is to be used on the Servient Tenement as a means of ingress to and egress between the Dominant Tenement and DL 4734 KDYD and lands beyond, and the Grantee and its livestock and vehicles, machinery and equipment will travel through this corridor to obtain access between the Dominant Tenement and DL 4734 KDYD and lands beyond.

## GENERAL INSTRUMENT - PART 2

Page 5

- D. The Grantor is willing to grant an easement to allow the Grantee, his administrators, assigns, invitees, licensees, workmen and others to construct, maintain and travel over the corridor to allow access as aforesaid.

## WITNESSETH:

1. The Grantor does hereby grant convey and confirm to the Grantee and his administrators, successors and assigns an easement in perpetuity or for so long as shall be required for the purposes hereinafter set out, along, through and over that part of the Servient Tenement shown (the "Easement Area") outlined black on an Explanatory Plan Showing Easement in Part of District Lot 1039 K.D.Y.D. prepared by Tim Hall, BCLS, and certified correct on the 29<sup>th</sup> day of May, 1996, which plan has been filed at the Kamloops Land Title Office under Number KAP57713, and a copy of which plan is attached hereto; for the purpose of permitting the Grantee and his agents, employees, servants, and all other persons authorized by the Grantee to enter in, upon, across and over the Servient Tenement together with livestock, machinery, motor vehicles and other equipment for the purpose of obtaining access between the Dominant Tenement and DL 4734 KDYD and lands beyond..
2. The easement herein granted is made with the intent that the burden of the said easement shall run with and bind the Servient Tenement and will be for the benefit of the Dominant Tenement.
3. The parties agree that the easement rights herein granted are subject to the following conditions, provisos and obligations:
  - a. The Grantee shall protect, indemnify and save harmless the Grantor and his heirs, administrators, executors, personal representatives, successors and assigns from all loss, costs, damages and expenses which they may at any time or times hereafter sustain or be liable for or in consequence of the authorization hereby granted;
  - b. the Grantee is permitted to fence the Easement Area and the costs of construction, maintenance and repairs of the Easement Area corridor and fence shall be borne solely by the Grantee, and the Grantee will keep any fence on the Easement Area in good repair;
  - c. neither the Grantee nor Grantor will obstruct the Easement Area corridor in any way, nor to fail to allow free and uninterrupted passage over the Easement Area;
  - d. this easement shall be construed as a covenant running with the land and no part of the fee of the soil shall be vested by these presents in the recipient of the benefit of the easement.


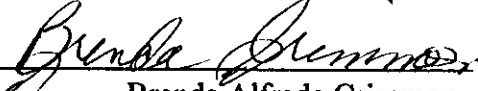
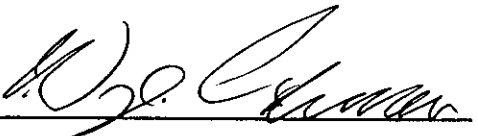
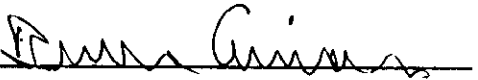
57713

## GENERAL INSTRUMENT - PART 2

Page 6

4. Wherever the singular or the masculine is used herein, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require, and where a party is more than one person, all covenants shall be deemed to be joint and several.
5. This Agreement shall enure to and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first above written.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
 <b>ROBERT R. WICKS</b> BARRISTER & SOLICITOR Box 760, 231 Bridge St. Princeton, B.C. V0X 1W0	96	08	06	 Brenda Alfreda Crimmon
				 Wayne Alben Crimmon
				 Bruce Gordon Crimmon

as to all signatures

END OF DOCUMENT

## LAND TITLE ACT

## FORM 11 (a)

(Section 99 (1)(e), (j), and (k))

APPLICATION FOR DEPOSIT OF REFERENCE OR  
EXPLANATORY PLAN (CHARGE)

I, Mary MacGregor, ~~owner of a registered charge~~ (or agent of Brenda Alfreda Crimmon, Rancher, Wayne Alben Crimmon, Rancher, and Bruce Gordon Crimmon, Rancher, all of Box 718, Princeton, BC, V0X 1W0, as Joint Tenants, the owner of a registered charge) apply to deposit reference/explanatory plan of

Easement in Part of DL 1039, KDYD

I enclose:

1. The reference/explanatory plan.
2. The reproductions of the plan required by section 67(u).
3. Fees of \$ 50.00.

ASSIGNED PLAN NO.

57713

DATED the 23rd day of September, 1996.

09/24/96 A3966m 01/PLAN 50.00

Mary MacGregor  
Mary MacGregor

## NOTE:

- (i) The following reproductions of the plan must accompany this application:
  - (a) one blue linen original (alternatively, white linen or original transparencies),
  - (b) One duplicate transparency.
  - (c) One white print is required as a worksheet for the land title office.
- (ii) The following further requirements may be necessary:
  - (a) If the parent property is in an Agricultural Land Reserve, a release is required unless the parent property is less than 2 acres (app. 0.8094 hectare) or where, for permitted uses, an approving officer has signed the plan under section 1(1)(a) and (b) of the Subdivision and Land Use Regulations (BC Reg. 93/75) under the *Agricultural Land Commission Act*.
  - (b) Where a notice respecting a grant under the *Home Purchase Assistance Act* is endorsed on title, an extra white print must accompany the application, unless the Ministry of Lands, Parks and Housing agrees otherwise in writing. This extra print must contain the following endorsement:  
 "The eligible residence as defined by the *Home Purchase Assistance Act* is located on lot \_\_\_\_\_ created by this plan."  
 \_\_\_\_\_  
 (B.C.L.S. or solicitor for the owner)"
  - (c) Controlled access approval must be evident on the plan where parent property adjoins a highway that is designated as a controlled access highway.
  - (d) Where the plan refers to a covenant to be made under section 215, the instrument containing the covenant must be tendered with the plan.

QUICK  
CONVEY Software

LA110518 -9 AUG 2006 14 59

LA110517

C65.20  
C65.20

LAND TITLE ACT (Section 233)

Province of British Columbia

**FORM C****GENERAL INSTRUMENT - PART 1**

Page 1 of 10

1. APPLICATION: Client No: #11519 File No: CRIMMON  
 Stevens & Stevens  
 Notaries Public  
 195 Bridge Street, PO Box 518  
 Princeton, BC V0X 1W0 Tel: (250)295-6973

Signature of Applicant's Agent

## 2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:

(PID)

011-616-385

(Legal Description)

DL 42 K(Y)DYD except:

(1) Parcel A (Plan A142)

(2) Plans 21790 and H17663

01 06/08/09 15:01:23 01 KL  
CHARGE943279  
\$130,40

## 3. NATURE OF INTEREST:

Description:

See Schedule

Document Reference:

(page &amp; paragraph)

Person Entitled toInterest:

## 4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms

D.F. Number: \_\_\_\_\_

(b) Express Charge Terms

☒ Annexed as Part 2

(c) Release

☐ There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

## 5. TRANSFEROR(S):

See Schedule

## 6. TRANSFEREE(S): (including postal address and postal code):

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented  
 by the Minister of Transportation, with offices at 102 Industrial Place, Penticton, B.C. V2A 7C8 and  
 REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN, 101 Martin Street, Penticton, B.C. V2A 5J9

## 7. ADDITIONAL OR MODIFIED TERMS:

N/A

## 8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge items, if any.

Officer Signature(s)

LAWRENCE E. STEVENS  
 Notary Public  
 638 - 7th Ave., Box 45  
 Keremeos, B.C. V0X 1N0  
 (250) 499-8021

Execution Date

Y	M	D
2006	07	13

 Party(ies) Signature(s):  
 by its authorized signatory(ies)

Brenda Crimmon  
 BRENDA ALFREDA CRIMMON

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the EVIDENCE ACT, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the LAND TITLE ACT as they pertain to the execution of this instrument.



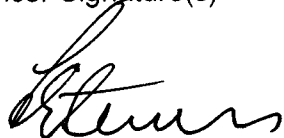
## LAND TITLE ACT

**FORM D  
EXECUTIONS CONTINUED**

Page 2 of 10

Officer Signature(s)

Execution Date

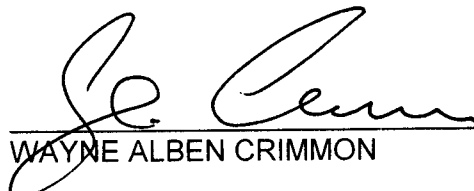
Transferor/Borrower/Party  
Signature(s):

**LAWRENCE E. STEVENS**  
Notary Public  
638 - 7th Ave., Box 45  
Keremeos, B.C. V0X 1N0  
(250) 499-8021

as to Wayne Alben Crimmon  
Bruce Gordon Crimmon

Y	M	D
2006	07	13

06	07	13
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WAYNE ALBEN CRIMMON



BRUCE GORDON CRIMMON



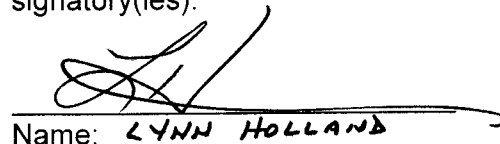
**LAWRENCE E. STEVENS**  
Notary Public  
638 - 7th Ave., Box 45  
Keremeos, B.C. V0X 1N0  
(250) 499-8021

as to Lynn Holland + Tammy Simon

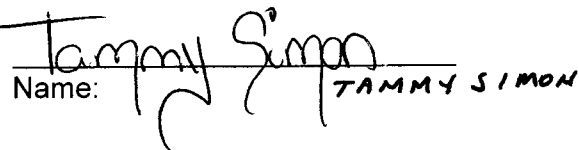
06	07	12
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06	07	12
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Canadian Imperial Bank of  
Commerce, by its authorized  
signatory(ies):



Name: LYNN HOLLAND



Name: TAMMY SIMON



**JAYNE STEFANEK**  
A Commissioner for taking Affidavits  
within British Columbia  
5<sup>th</sup> Floor - 400 Burrard Street  
VANCOUVER, B.C. V6C 3A6

2006	07	10
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CIBC Mortgages Inc. by its  
authorized signatory(ies):



Name: Plagon Jan Banker

Name:

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the EVIDENCE ACT, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

## LAND TITLE ACT

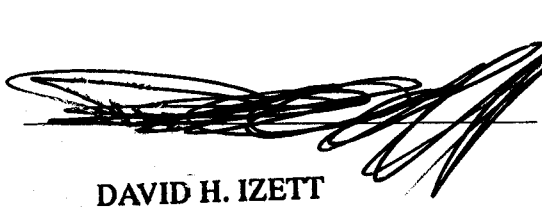
**FORM D  
EXECUTIONS CONTINUED**

Page 3 of 10

Officer Signature(s)

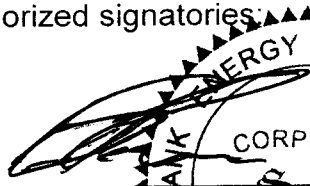
Execution Date

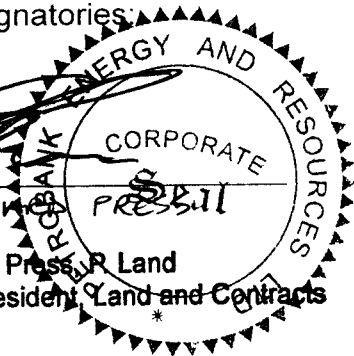
Y	M	D
2006	07	24

  
**DAVID H. IZETT**  
*Barrister & Solicitor*  
  
McCarthy Tetrault LLP  
Suite 3300, 421-7th Ave SW  
Calgary, AB  
T2P 4K9

(as to all signatures)

Transferor/Borrower/Party  
Signature(s): Petrobank Energy  
and Resources Ltd., by its  
authorized signatories:

  
Name: RICHARD PRESS  
Richard Press, R Land  
Vice President Land and Contracts



Name: \_\_\_\_\_

Name: \_\_\_\_\_

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the EVIDENCE ACT, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

## LAND TITLE ACT

**FORM E  
SCHEDULE**

Page 4 of 10

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Instrument Form.

3. NATURE OF INTEREST:	Document Reference:	Person Entitled to
<u>Description:</u>	<u>(page &amp; paragraph)</u>	<u>Interest:</u>
Sec. 219 Covenant with priority over Mortgage KP116117 and Mortgage KT135569 and Lease KV8908	Entire Instrument	Transferee

## 5. TRANSFEROR(S):

**BRENDA ALFREDA CRIMMON, Rancher, and WAYNE ALBEN CRIMMON, Rancher, and  
BRUCE GORDON CRIMMON, Rancher, all of RR 1, Site 2, Comp 7, Princeton, B.C. V0X 1W0**

CANADAIN IMPERIAL BANK OF COMMERCE

226 Bridge Street, Princeton, B.C. V0X 1W0

CIBC MORTGAGES INC. INC NO: A33457 5th floor, 400 Burrard Street

Vancouver, B.C. V6C 3A6

PETROBANK ENERGY AND RESOURCES LTD

INC NO. A56306 2600-240 4th ave SW Calgary, Alberta T2P 4H4

**TERMS OF INSTRUMENT - PART 2  
COVENANT - SECTION 219 - LAND TITLE ACT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2006

**BETWEEN:**

**BRENDA ALFREDA CRIMMON**, Rancher,  
**WAYNE ALBEN CRIMMON**, Rancher,  
and **BRUCE GORDON CRIMMON**, Rancher,  
all of RR 1, Site 2, Comp 7,  
Princeton, B.C. V0X 1W0

(hereinafter called the "Grantor")  
**OF THE FIRST PART**

**AND:**

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA, as represented by the **MINISTER OF**  
**TRANSPORTATION**, with offices at 102 Industrial Place, Penticton,  
British Columbia, V2A 7C8

(hereinafter called as the "First Grantee")  
**OF THE SECOND PART**

**AND:**

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN, 101 Martin Street,  
Penticton, B.C. V2A 5J9

(hereinafter called the "Second Grantee")  
**OF THE THIRD PART**

WHEREAS the Grantor, Brenda Alfreda Crimmon, Wayne Alben Crimmon and Bruce Gordon Crimmon, are the registered owners in fee simple of the following lands in the Province of British Columbia, more particularly known as:

Parcel Identifier:      011-616-385

District Lot 42 K(Y)DYD except:

- (1)      Parcel A (Plan A142)
- (2)      Plans 21790 and H17663

AND WHEREAS the Grantor proposes to subdivide the lands, according to a plan of subdivision completed and certified correct of the 23<sup>rd</sup> day of January, 2006, by Timothy John Hall, British Columbia Land Surveyor, a copy of which is attached hereto as Schedule A into the following lots:

Remainder of DL 42 (hereinafter called the "Lots")

AND WHEREAS a covenant under Section 219 of the *Land Title Act* is required as a condition of the consent to approval of the subdivision of the Lands by the Approving Officer under Section 86(1)(d) of the *Land Title Act*.

AND WHEREAS Section 219 of the *Land Title Act* provides that there may be registered as a charge against the title to any land a covenant in favour of the First Grantee and a municipality that the land is to be used in a particular manner or that land is not to be subdivided except in accordance with the covenant.

NOW THEREFORE THIS AGREEMENT WITNESSETH that pursuant to Section 219 of the *Land Title Act*, and in consideration of the sum of ONE (\$1.00) DOLLAR now paid to the Grantor by the Grantee (the receipt of which is hereby acknowledged), the parties hereto agree and covenant with each other as follows:

1. The Grantor is aware of and on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby acknowledges that there is a potential flood danger to the Lots.
2. The Grantor, on behalf of himself and his heirs, executors, administrators, successors and assigns, hereby covenants and agrees with each of the First Grantee and Second Grantee pursuant to Section 219 of the *Land title Act*, it being the intention and agreement of the Grantor that the provisions hereof be annexed to and run with and be a charge upon the Lots, that from and after the date hereof:
  - a) Hereafter, no building, mobile home or unit, modular home or structure shall be constructed, reconstructed, moved, extended or located within 7.5 metres of the natural boundary of Separation Lakes, Wayne Lake, Gladys Lakes or Gould Lake, and within 15 metres of the natural boundary of Belfort Creek.
  - b) Hereafter, no area used for habitation, business or storage of goods damageable by floodwaters shall be located within any building, modular home or structure at an elevation such that the underside of the floor system thereof is less than 1.5 metres above the natural boundary of Belfort Creek and within 1.5 metres of the natural boundary of Separation Lakes, Wayne Lake, Gladys Lakes or Gould Lake. In the case of a mobile home or unit, the ground level or top of concrete or asphalt pad on which it is located shall be no lower than the above-described elevation. In areas that could reasonably be considered to possibly be flooded by the aforementioned bodies of water.

In this agreement "area used for habitation" means any room or space within a building or structure which is or may be used for human occupancy, commercial sales, business or storage of goods but does not include and entrance foyer or parking facility.

3. The Grantor or any of his heirs, executors, administrators and assigns, as the case may be, shall give written notice of this Agreement to any person to whom they propose to dispose of the said Lands, which notice shall be received by that person prior to such disposition.

For the purposes of this paragraph the "dispose" shall have the meaning given to it under Section 29 of the Interpretation Act (R.S.B.C. 1996) c.238.

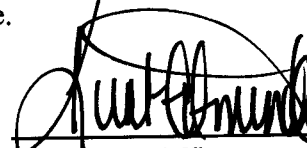
4. The Grantor, on behalf of himself and his heirs, executors, administrators, successors and assigns, acknowledges that the First and Second Grantees do not represent to the Grantor, nor to any other person that any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lots will not be damaged by flooding or erosion, and the Grantor, on behalf of himself and his heirs, executors, administrators, successors and assigns, with full knowledge of the potential flood or erosion danger and in consideration of the approvals given by the First Grantee hereby;
  - a) agrees to indemnify and to and save harmless the First and Second Grantees and their employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the First and Second Grantees or any of their employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Grantor or his heirs, executors, administrators, successors and assigns contained in this Agreement arising out of or in connection with any personal injury, death or loss or damage to the Lots, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lots caused by flooding, erosion or some such similar cause; and
  - b) does remise, release and forever discharge the First and Second Grantees and their employees, servants or agents from all manner of actions, cause of actions, suits, debts, accounts, covenants, contracts, claims and demands which the Grantor or any of his heirs, executors, administrators, successors and assigns may have against the First and Second Grantees and their employees, servants or agents for and by reason of any personal injury, death or loss or damage to the Lots, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lots, caused by flooding, erosion or some such similar cause.

5. Subject to the provisions of Section 219 of the *Land title Act*, the Grantor's covenants contained in this Agreement shall burden and run with the Lots and shall enure to the benefit of and be binding upon the Grantor, his heirs, executors, administrators, successors and assigns and the First and Second Grantees and their assigns.
6. Nothing in this Agreement shall prejudice or effect the rights, powers and remedies of the First and Second Grantees in relation to the Grantor, including his heirs, executors, administrators, successors and assigns, or the Lots under any law, bylaw, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the First and Second Grantees as if this Agreement had not been made by the parties.
7. The Grantor will do or cause to be done at his expense all acts reasonably necessary for the First and Second Grantees to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lots save and except those in favour of the First and Second Grantees and those specifically approved in writing by the First and Second Grantees.
8. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219(9) of the *Land title Act*.
9. The Grantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
10. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
11. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or enforceable parts or sections had never been included in this Agreement.
12. This Agreement will be interpreted according to the laws of the Province of British Columbia.
13. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, the reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

Page 9

14. Every reference to the Minister of Transportation in this Agreement shall include the Minister of Transportation, the Deputy Minister of Transportation and any person designated by either of them to act for or on their respective behalf with respect to any provisions of this Agreement.

This is the instrument creating the condition or Covenant entered into under Section 219 of the *Land Title Act* by the registered owner(s) referred to herein and shown on the print of plan annexed hereto as Schedule "A" and initialed by me.

  
Approving Officer



**MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS**

Mortgage in favour of, **CANADIAN IMPERIAL BANK OF COMMERCE**, registered under number KP116117.

**CONSENT**

We, Canadian Imperial Bank of commerce, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, hereby approves of, joins in and consents to the registration of the within Agreement and does covenant and agree that the same shall be binding upon its interest in or charge upon the said lands and shall be an encumbrance upon the said lands prior to the above noted mortgage in the same manner and to the same effect as if it had been dated and registered prior to the mortgage.

Mortgage in favour of, **CIBC MORTGAGES INC.**, registered under number KT135568.

**CONSENT**

We, CIBC Mortgages Inc., being the holder of the encumbrance or entitled to the lien or intrest refereeed to in the memorandum above written, hereby approves of, joins in and consents to the registration of the within Agreement and does covenant and agree that the same shall be binding upon its interest in or charge upon the said lands and shall be an encumbrance upon the said lands prior to the above noted mortgage in the same manner and to the same effect as if it had been dated and registered prior to the mortgage.

Lease in favour of, **PETROBANK ENERGY AND RESOURCES LTD.**, registered under number KV8908.

**CONSENT**

We, Petrobank Energy Resources Ltd., being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, hereby approves of, joins in and consents to the registration of the within Agreement and does covenant and agree that the same shall be binding upon it s interest in or charge upon the said lands and shall be an encumbrance upon the said lands prior to the above noted Lease in the same manner and to the same effect as if it had been dated and registered prior to the Lease.

**END OF DOCUMENT**

## 975 PRINCETON-SUMMERLAND RD PRINCETON VOX 1W0

Area-Jurisdiction-Roll: 17-717-00613.000



**Total value** **\$771,538** <sup>[1]</sup>

2025 assessment as of July 1, 2024

Land	\$269,538
Buildings	\$502,000

Previous year value	\$803,938
Land	\$269,538
Buildings	\$534,400

### Property information

Year built	1970
Description	1 STY house - Basic
Bedrooms	3
Baths	3
Carpports	
Garages	
Land size	2624.992 Acres
First floor area	2,320
Second floor area	
Basement finish area	
Strata area	
Building storeys	1
Gross leasable area	
Net leasable area	
No.of apartment units	

### Legal description and parcel ID

DISTRICT LOT 42, KAMLOOPS DIV OF YALE LAND DISTRICT, EXCEPT PLAN 21790 H17663 KAP81635, & EXC PCL A (PLAN A142) & KAP91523

PID: 011-616-385

### Sales history (last 3 full calendar years)

No sales history for the last 3 full calendar years

### Manufactured home

Width
Length
Total area



# Grazing Licence



For Ministry Use Only:

FILE #:	<b>15700-20/0973776 BC Ltd.</b>	AGREEMENT #:	<b>RAN076779</b>
STOCK RANGE:	<b>Princeton</b>	RANGE UNIT	<b>Christina 3083 &amp; 5 Mile 3080</b>

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  
**Cascades Natural Resource District**  
**3840 Airport Road, PO Box 4400 Station Main**  
**Merritt, British Columbia**  
**V1K 1B8**

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

AND: **0973776 BC Ltd.**  
**7076 Carrington Street**  
**Vancouver, British Columbia**  
**V6N 1T8**

("the Agreement Holder")

## WHEREAS:

- A. The District Manager offered the Agreement Holder a replacement for Grazing Licence Number **RAN076779**, by June 30<sup>th</sup> of 2014, 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, 2016**, and ending on **December 31, 2040**.

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 **1589** 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

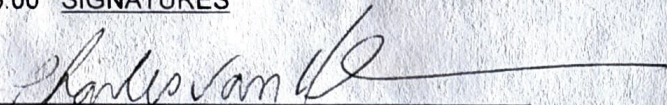


its insolvency, the Agreement Holder is deemed to have failed to perform an obligation under this Licence.

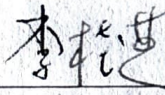
15.00 MISCELLANEOUS

- 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

  
\_\_\_\_\_  
Charles van Hemmen  
District Manager  
Cascades Natural Resource District

\_\_\_\_\_  
0973776 BC Ltd

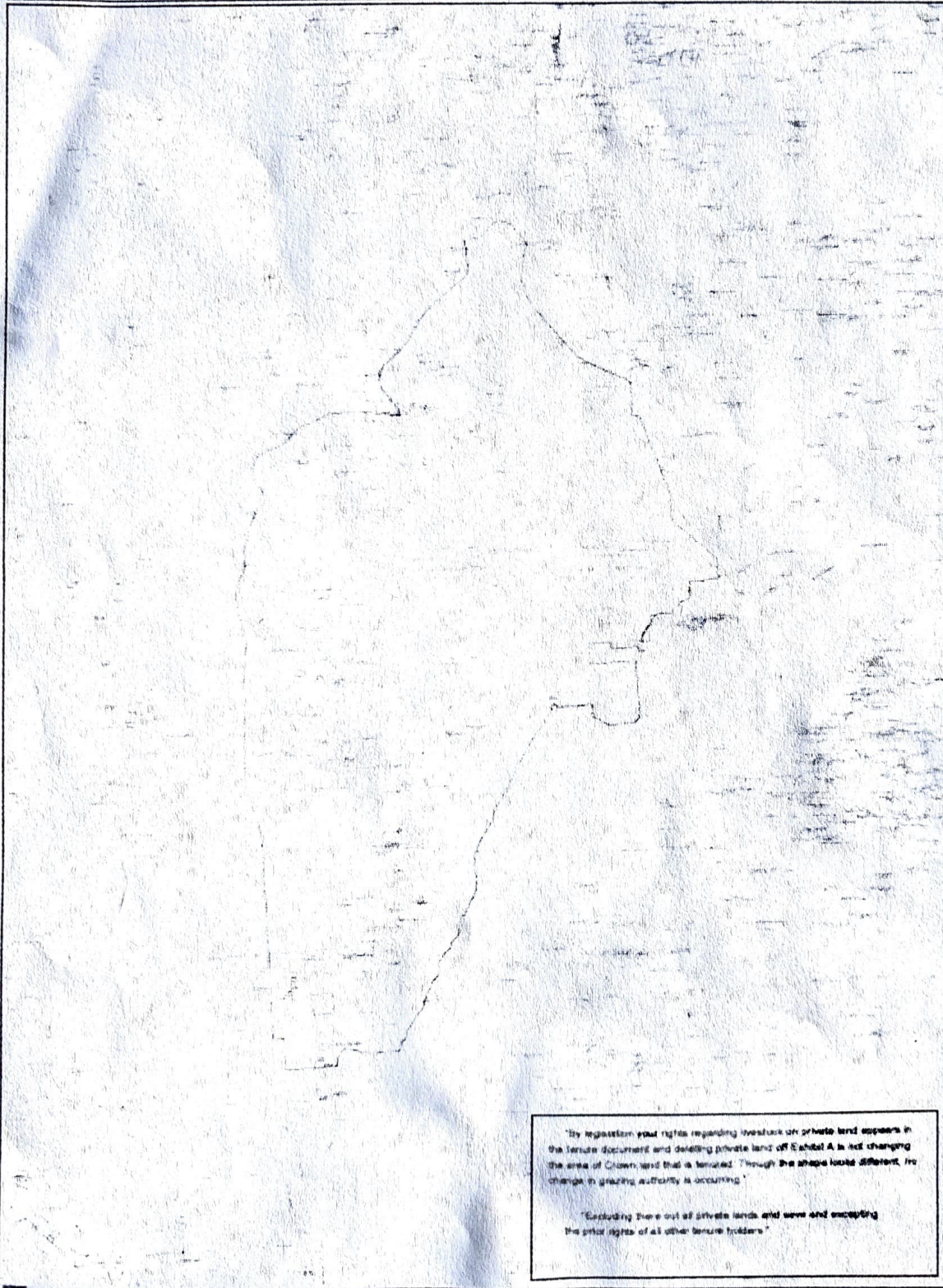


\_\_\_\_\_  
\*Or Authorized Signatory or Corporate Seal if the Agreement Holder is a Corporation



# EXHIBIT A

SHEET OF BOUNDARY MAPSHEET (SHEET 1 OF 1)			
PROJECT NAME: AS	THE 10	REFERENCE ADDRESS: ROAD 1	WEST COAST ROAD, TAMPAR SELAY, JERU
PROJECT NUMBER: 100	LAND NUMBER: 1000	DATE: 10	WEST COAST ROAD, TAMPAR SELAY, JERU
DATE: 10	SCALE: 1:1000	DATE: 10	DATE: 10
DATE: 10	DATE: 10	DATE: 10	DATE: 10



Legend
1. Boundary
2. Road
3. Water
4. Building
5. Other
6. ...
7. ...
8. ...
9. ...
10. ...
11. ...
12. ...
13. ...
14. ...
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50. ...

"By registration your rights regarding livestock on private land appears in the tenure document and deleting private land off Exhibit A is not changing the area of Crown land that is tenured. Through the shape looks different, no change in grazing authority is occurring."

"Excluding them out of private lands and none and encompassing the prior rights of all other tenure holders"



## **EXHIBIT B**

**0973776 B.C. Ltd.  
RAN076779**

### **Special Conditions**

**January 1, 2016**

1. The Licensee will overwinter at least 80% of the authorised livestock on the associated private lands (ranch properties) during the preceding winter unless a written waiver of the overwintering requirement has been provided by the District Manager.
2. The Licensee will discuss, meet, and fulfil any reasonable planning request made by another Crown land tenure holder or Crown agency. The Licensee will supply tenure documents, maps, plans and any other reference materials that's/ he could reasonably obtain. for the purposes of this planning.
3. 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

0973776 B.C. Ltd.  
RAN076779

## Associated Lands

### EXHIBIT C - AGREEMENT ASSOCIATED PRIVATE LAND

#### LAND STATEMENT:

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

(1)	(2)		(3)	(4)	(5)	(6)	(7)
LEGAL DESCRIPTION (LOT NO., LAND DISTRICT, QUARTER SECTION, T.P., REGION)	MARK  CROWN GRANT (C.G.) GRAZING LEASE (G.L.) PRIVATE LEASE (P.L.)	AGRICULTURAL LEASE (A.L.) HAY CUTTING LICENCE (H.C.L.) HAY CUTTING PERMIT (H.C.P.) OTHER (i.e., INDIAN RESERVE)	RANGE TO BE USED OUTSIDE THE CROWN RANGE GRAZING SYSTEM	RANGE USED TOGETHER WITH THE CROWN RANGE GRAZING SYSTEM	FORAGE PRODUCTION		PARCELS TOTAL AREA
					HAY	SILAGE	
				HECTARES	HECTARES	HECTARES	
DISTRICT LOT 42 KDYD			923		130		1053
(ADD AN ADDITIONAL PAGE IF NECESSARY)	TOTAL HECTARES		923		130		1053

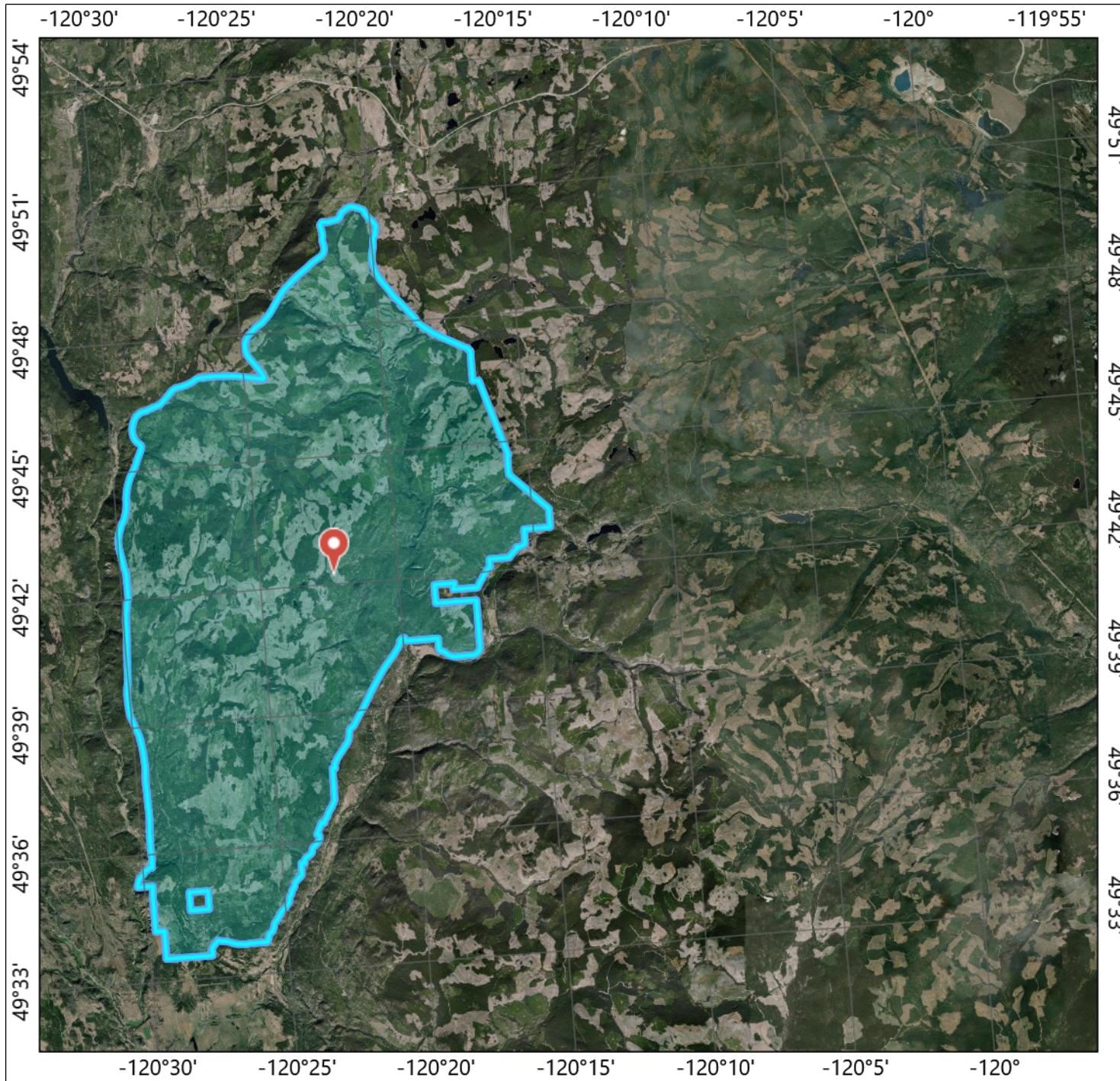
DATE SIGNED

SIGNATURE OF TENURE HOLDER

X

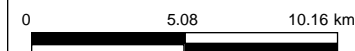
*[Handwritten Signature]*





iMapBC Mapping

### Legend



1: 250,000

### Copyright/Disclaimer

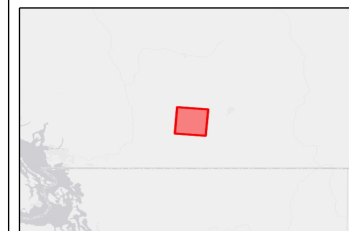
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Datum: NAD83

Projection: NAD\_1983\_BC\_Environment\_Albers

### Key Map of British Columbia







File: 15700-55 /Lamoureux

May 6, 2025

Robert and Kelly Lamoureux  
975 Princeton Summerland Road  
Princeton, British Columbia  
V0X 1W0

Dear Robert and Kelly Lamoureux:

Your Range Use Plan (RUP) for RAN076779 has been reviewed and it has been determined by the District Manager, that your plan:

- is consistent with your range agreement under the *Range Act*.
- is consistent with the objectives set by government and will conform to the prescribed practice requirements specified in the *Forest and Range Practices Act, the Regulations and the Standards*.
- will adequately address the identified issues.
- will adequately address the introduction or spread of Invasive Plants that are likely to be the result of your practices.

Remember that you are required to follow Objectives and Practices in the Range Planning and Practices Regulation.

Please find attached an approved copy of your RUP, an updated RUP map, Ecosystem Measures and map, Monitoring Report, and Cascades District Fence Maintenance Guidelines.

Your range has been identified as having Williamson's Sapsucker and Great Blue Heron habitat, as well as Mule Deer Winter Range. The wildlife measures in the enclosed attachments should be referred to and included in your day to day management to the best of your abilities where they are achievable.

If you plan on changing your schedule, please submit an amendment before turnout.

Should you have any questions or concerns with your Range Use Plan or with the process going forward, please contact Davis Spencer at 250-378-0580, or email [Davis.Spencer@gov.bc.ca](mailto:Davis.Spencer@gov.bc.ca)

Yours truly,



Chris Walder  
Acting Program Manager  
Cascades Natural Resource District

Enclosures    Range Use Plan, RUP map, Ecosystems measures and map, Monitoring report,  
Cascades District Fence Maintenance

cc: Davis Spencer Range Zone Agrologist, Cascades Natural Resource District

**RANGE USE PLAN****Robert Brent and Kelly Kingsford Lamoureux**

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

The attached map is part of the Range Use Plan.

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

<b>NAME: ROBERT AND KELLY LAMOUREUX</b>	<b>RANGE TENURE #: RAN076779</b>
<b>ADDRESS: 975 PRINCETON SUMMERLAND ROAD. PRINCETON, BRITISH COLUMBIA V0W 1W0</b>	<b>TENURED AUM's: 1589 (NET AUTHORIZED)</b>
<b>TELEPHONE: 250-273-4555</b>	<b>STOCK RANGE: PRINCETON</b>
<b>FAX:</b>	<b>RANGE UNIT NAME/RU#: CHRISTINA/3083 FIVE MILE/3080</b>
<b>E-MAIL: LAMAROO@HOTMAIL.COM</b>	

This plan was prepared by: Kelly Lamoureux

Kelly Lamoureux      2024 / 05 / 01  
 Signature of Agreement Holder      yy      mm      dd

Rob Lamoureux      2024 / 05 / 01  
 Signature of Agreement Holder      yy      mm      dd

\* Or authorised signatory if agreement holder is a corporation.

**Effective Date: January 1, 2025**

**Expiry Date: December 31, 2029**

Kim DeRose

Kim DeRose, M., Sc., RPF  
 District Manager  
 Cascades Natural Resource District

2025 / 05 / 01  
 yy      mm      dd  
 Approved



## SECTION I. GRAZING SCHEDULE

<i>Pasture name</i>	<i>Period of use</i> <i>Turn in ----- Turn out</i>	<i>No. and class of Livestock</i>
Pasture Name <i>Trehcane</i>	<i>June 1 - June 21</i> date in date out	<i>310 cow/calf pair</i>
Pasture Name <i>Siwash</i>	<i>June 22 - Aug 15</i> date in date out	<i>310 c/c pair</i>
Pasture Name <i>Dillard</i>	<i>August 16 - Sept 15</i> date in date out	<i>310 y/c pair</i>
<i>Swanson Creek</i>	<i>Sept. 16 - Oct. 31</i>	<i>310 y/c pair</i>

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



## RANGE READINESS, STUBBLE HEIGHT AND PLANT COMMUNITIES

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

### Range Readiness Criteria for all Areas:

- *There must be adequate growth to support the cattle for the duration of time they are scheduled in each pasture and/or until the next pasture unit is ready for grazing (satisfies range readiness criteria) without exceeding stubble heights and/or browse utilization levels.*
- *The soil must be dry enough so grass plants are not easily uprooted or trampled.*
- *Browsing of shrub species will not exceed 25% of annual growth as per Range Planning and Practices Regulation 29 (1)(c)(ii)*



## SECTION II. ACHIEVING DESIRED PLANT COMMUNITIES

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

PLANT COMMUNITIES	What actions will the tenure holder take to establish or maintain Desired Plant Communities? (in this section consider management strategies: salting, herding/riding, range monitoring etc)
<p><b>Grasslands</b> bluebunch wheatgrass and Kentucky bluegrass with small amount of forbs such as lupine, balsamroot, lemonweed. Shrubs are squaw brush and kinnikinnick. Located in the open and semi open sites overlooking Osprey Lake Road.</p> <p><b>Aspen Stand</b> an understory dominated by Kentucky bluegrass, alsike clover, snowberry, rosebush and gooseberry. Found mainly in the Swanson pasture.</p> <p><b>Trembling aspen</b> pinegrass and an understory of kinnikinnick, wild strawberry and lupine. Located in the Swanson and Trehearne pasture.</p> <p><b>Douglas-fir and Ponderosa pine</b> an understory of pinegrass, Kentucky bluegrass, bluebunch wheatgrass, shrub layer is mainly kinnikinnick, common snowberry, Saskatoon and soopolallie. This area makes up a large portion of the Trehearne and Swanson pastures.</p> <p><b>Lodgepole pine with Douglas-fir</b> in varying degrees of maturity. Understory of pinegrass, grouseberry, arctic lupine, and strawberry.</p> <p><b>Beaked sedge meadows</b> with trapper's tea and willow.</p> <p><b>Engelmann spruce and Douglas-fir</b> with a shrub layer of red osier dogwood, gooseberry, alder, bramble and snowberry. The forb layer consists of buttercup and clover.</p> <p><b>Engelmann spruce</b> with bunchberry and sitka valerian. This is a high elevation community located in water receiving areas.</p> <p><b>Plantations</b> a large portion of this Crown range has been and is currently being harvested. These plant communities consist of pine seedlings and pinegrass, falsebox, kinnikinnick and lupine. Spruce seedlings have been planted in the wetter areas and alder dominates the shrub layer.</p>	<p>Livestock will undergo regular inspections, either weekly or biweekly, followed by the relocation of cattle if deemed necessary. This process aims to maintain the viability of pastures and protect the desired plant communities.</p> <p>Before allowing livestock to graze, the range will undergo a thorough inspection and evaluation to ensure it's readiness. This includes assessing the plant leaf stage and heights of grazing plants to ensure they have reached adequate growth levels.</p> <p>When cattle are in Trehearne, our primary focus will be on safeguarding and preserving thriving and varied communities of grass and understory growth. To achieve this, we will conduct regular checks on these areas and strategically relocate cattle and salt blocks. This approach enables us to either guide cattle towards specific areas or move them away as necessary based on grass heights and conservation goals.</p> <p>Livestock will undergo rotational placement according to a predetermined schedule, ensuring they are directed to areas with ample forage availability. We will closely monitor regions that have experienced overgrazing in the past, ensuring that subsequent areas are not excessively utilized. Additionally</p>

we will oversee shade + shelter spots, particularly aspen groves, to uphold their long term health + productivity.

We will closely monitor cattle and relocate them as needed to uphold suitable plant heights. Salt + mineral blocks serve as tools to guide cattle movement, encouraging more even distribution across grazing areas. It's important to note that blocks will not be placed on roadways, and they will be situated no closer than 400m to riparian areas to mitigate environmental impact.

We will regularly monitor riparian areas for signs of erosion and excessive grazing. Should such issues arise, cattle will be promptly relocated



### SECTION III. MINISTER SUPPLIED ISSUES

<b>ISSUES:</b> (these are current or potential issues or areas of conflict on the tenure area)	<b>Tenure holder supplied actions and strategies to mitigate potential issues.</b>
Issue 1: Rampart Lake recreation site. How will you manage cattle in this area and make sure cattle are not loitering here for long.	We will implement rigorous monitoring to track the whereabouts of our cattle, ensuring they remain at safe distance from recreation areas. Additionally, salt placement will be strategically
Issue 2: Dillard Community watershed: located in the NW corner of the tenure.	Regular monitoring will occur on a weekly biweekly basis throughout the season, with special focus on the final stages of cattle occupancy in an area to ensure even distribution. Salt will be employed
Issue 3: There are Williamson's Sapsucker wildlife habitat areas located within your grazing tenure.	Identify nest sites, foraging areas and important habitat features like aspen and fir & pine with suitable Sapsuckers. We will endeavour to keep grazing activities to a
Issue 4: Your grazing tenure has been designated as a Mule Deer Winter Range.	Monitor grazing intensity within mowr to avoid overgrazing and maintain adequate forage availability for wildlife especially in protected areas that are desirable for winter use. Cattle will be moved on if need
Issue 5: There are Great Blue Heron wildlife habitat areas located within your grazing tenure.	The fish habitat overlap should be simple to protect as it is a small area on the very edge of our range and we can keep cattle away and ensure there are no salt blocks in the area

Issue 1: located far from these areas to prevent any potential conflicts or disturbances, promoting a harmonious coexistence between livestock grazing and recreational activities.

Issue 2: as a management tool to facilitate this process while minimising cattle impact. Additionally, vigilant observation will be maintained to identify & remove any animals exhibiting health concerns, thereby safeguarding both the well-being of the herd and the integrity of the grazing environment.

Issue 3: minimum during critical periods to reduce disturbance to nesting pairs & fledglings. Salt & mineral are tools we use to help with this.

Issue 4: We will not put salt or mineral in the designated mowr, to help reduce over grazing or damage to the late seral shrub communities.



#### SECTION IV. MEASURES TO PREVENT INTRODUCTION OR SPREAD OF INVASIVE PLANTS

INVASIVE PLANTS	Specify measures to prevent the introduction or spread of plants prescribed in the Invasive Plants Regulation, that are likely to result from your range practices.
<p><b><u>Introduction &amp; Spread of:</u></b> (include weeds known to agreement area)</p> <ul style="list-style-type: none"> <li>• Hound's-tongue</li> <li>• Spotted knapweed</li> <li>• Diffuse knapweed</li> <li>• Dalmatian toadflax</li> <li>• Hawkweed sp.</li> <li>• Canada thistle</li> <li>• Bull thistle</li> <li>• Common tansy</li> <li>• Scentless chamomile</li> <li>• Hoary alyssum</li> </ul>	<p>We are committed to preventing overgrazing in order to mitigate the risk of invasive plant infestations. Should any degradation occur, approved grass seed will be applied in affected areas under the authorisation of the range agronomist. Observations of invasive plant infestations, particularly along roadways, will be promptly reported to Forestry for necessary action. Cattle will be introduced to the range in a weed free state, any animals picking up burrs or weed seeds will be temporarily held until the seeds are removed. We will collaborate with other license holders to strategise the prevention and control of noxious weeds. Our cattle management practices and movement will be carefully executed to uphold the</p>

Long-term health and productivity of diverse ecosystems. This holistic approach aims to foster healthy and resilient environments while sustaining livestock operations.



## SECTION V. ANIMAL IDENTIFICATION

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

Please draw your registered brand and describe your tag:

Brand (s)	Location (s)
TL	Left Rib

### Ear tags:

Colour: blue  
red Location: ☒ left ear ☐ right ear ☐ brisket  
left ear

### Ear notches:

Location: ☐ left ear ☐ right ear ☐ brisket

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



- promptly relocated to mitigate any further damage & preserve the health of these sensitive habitats.
- We will engage in meetings with timber companies to facilitate discussion regarding their operations within the range and explore collaborative approaches to accommodate each others needs. Livestock management strategies will be implemented to minimise any adverse effects on conifer seedlings. Furthermore, salt placement will be carefully regulated to avoid encouraging overuse of vulnerable areas, ensuring the preservation of these ecosystems.

**Cascades Forest District**  
**Range Use Plan Effectiveness Monitoring Report**

<b>Agreement Holder: Robert and Kelly Lamoureux</b>	<b>Agreement Number: RAN076779</b>
<b>Pasture (s) and Range Unit: RU#: Christina (3083) and Five Mile (3080)</b>	<b>RUP Expiry: December 31, 2024</b>
<b>Trehearne, Siwash, Dillard, Swanson Creek</b>	<b>Grazing License Expiry: December 31, 2040</b>
<b>Date of Inspections: July 6, August 18, November 1, 2023</b>	<b>Zone Agrologist: Brenden Dueck</b>

<b>Item from Range Use Plan</b>	<b>Inspected Y/N</b>	<b>Changes Required</b>	<b>Comments <i>iPAD (FREP) Forms attached</i></b>
<b>Map:</b> S 33 (1)(a) FRPA			
Agreement boundaries	Y	N	
Pasture boundaries	Y	N	Very large range, pasture boundaries aren't fenced very extensively if at all, and are moreso lines drawn on a map.
Range developments	Y	N	Did not observe much range infrastructure but what was inspected was in good shape.
Key areas	Y	N	One key area in Dillard pasture is now a recently harvested cutblock. Should be removed from the map. Key Area in Trehearne Pasture is proper functioning condition and is a good representation of the pasture.
<b>Consistent with Govt Objectives</b>			
(i) Soils (S 6 – RPPR)	Y	N	Soils are in good condition and meet RPPR objectives.
(ii) Forage and Plant Communities (S 7 – RPPR)	Y	N	There is lots of available forage in all pastures. Most of the forage on the range comes from cutblocks, and the plant communities fall into their properly functioning condition for many of the sites monitored. Meets RPPR objectives.
(iii) Water (S 8 – RPPR)	Y	N	Riparian areas were healthy across the range, and meets with RPPR objectives.
(iv) Fish (S 9 – RPPR)	N	N/A	
(v) Wildlife (S 10 – RPPR)	Y	N	There is lots of habitat available for wildlife, the major concern for wildlife on this range would be timber harvesting. Tenure holder meets RPPR objectives.
(vi) Biodiversity (S 11 – RPPR)	Y	N	Biodiversity on the range is good, and range meets RPPR objectives.
(vii) Water Quality (S 12 – RPPR)	Y	N	Water quality observed was good, and meets RPPR objectives.
(viii) Wildlife Area (S 12 – RPPR)	N/A	N/A	There is little to no wildlife habitat areas present on the range.
(ix) Ungulate Winter Range (S 12 – RPPR)	Y	N	Range is not classified as ungulate winter range, but there is available forage for ungulates and meets RPPR objectives.



Item from Range Use Plan	Inspected Y/N	Changes Required	Comments <i>iPAD (FREP) Forms attached</i>
<b>Actions to address Minister issues (S 33(c) FRPA) :</b> (include only those DM issues included in the RUP – In addition, add and make note of any DM issues that should be included in the future)			<b>Actions are specific for each Range Use Plan</b>
<b>Issue 1: Logging/Plantations and Natural Range Barriers:</b> Vast amounts of the range tenure has been logged and is in some part of the regrowth cycle. Explain how you will interreact with logging companies, manage for potential natural range barrier breach issues, and protect young trees from cattle damage.	Y	N	No issues observed between the cattle and timber harvesting values.
<b>Issue 2: Rampart Lake recreation site.</b> How will you manage cattle in this area and make sure cattle are not loitering here for long.	Y	N	No issues reported, or observed, cattle are in the pasture that impacts Rampart Lake later in the season, when rec site users are likely not present.
<b>Issue 3: Dillard Community Watershed:</b> Located in the NW corner of the tenure, how will you manage livestock and ensure water quality is not impacted to the point it is hazardous.	Y	N	No negative impacts were observed in the Dillard Community Watershed
<b>Measures</b>			
Natural Range Barriers (S 48 (1)(b) FRPA)	Y	N	Natural Range barriers on the range are mostly steep cliffs and deep rivers. They appear to function as normal.
Invasive Plants (Introduction and spread) (S 47 FRPA)	Y	N	Thistle and Spotted Knapweed were observed, but overall plant biodiversity good.
<b>Grazing schedule (S 33 (1)(b))</b>			
Is the grazing rotation and period of use appropriate?	Y	N	There was no overgrazing observed. Period of use and rotation seems to be adequate.
Livestock class and number	Y	N	
Unfenced private land if applicable	N	N	Not inspected, but no reports of cattle trespass were filed.
Does the number of AUMs in the rotation (AUM calculator) match the licensed AUMs (FTA)	Y	N	Licensed AUMs: 1589 Actual AUMs: 1558
<b>DM provided criteria:</b>			
Range readiness criteria (S 13 RPPR & Readiness Schedule)	Y	N	Range was ready prior to turnout.
Average stubble heights (current yr) (S 13 RPPR)	N	N	Stubble heights were acceptable across the range, and meets RPPR objective.

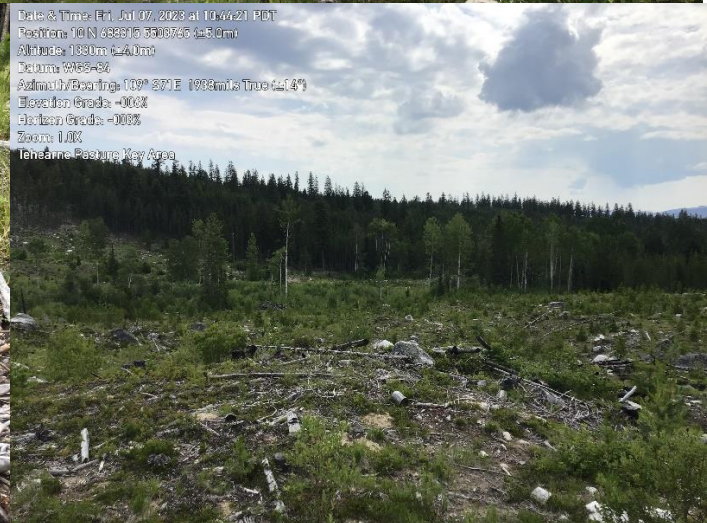
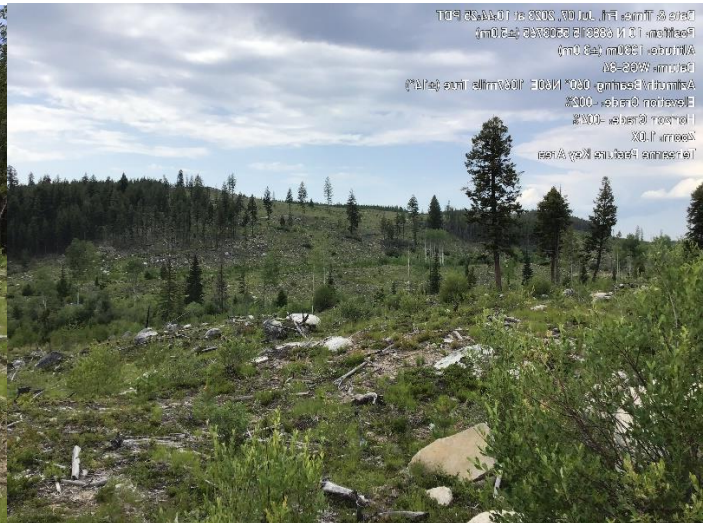
Item from Range Use Plan	Inspected Y/N	Changes Required	Comments <i>iPAD (FREP) Forms attached</i>
Plant Community descriptions and actions (S 13 RPPR)	Y	N	Plant communities fit the descriptions for the ecosystems observed. Meets RPPR objectives.
Key areas (optional)	Y	Y	Key Area in Trehearne Pasture is in really good condition and plant community meets objectives. Dillard Pasture Key Area is now a harvested cutblock and is not representative of the pasture. A new Key Area could be established if wanted.

Range Activities Conform with RPPR Practices Requirements	Inspected Y/N	Conforms Y/N	Comments
Range Readiness (S 28 RPPR)	Y	N	Range was ready when turned out.
Removal from Grazing (S 28 RPPR)	N	N	Cattle seemed to be removed from grazing on time.
Riparian Areas (S 30 RPPR)	Y	N	No cause for concern in riparian areas. Meets RPPR objectives.
Upland Areas (S 31 RPPR)	Y	N	Pastures contained good plant diversity, and healthy stubble heights. Meets RPPR objectives.
Protection of Fish (S 32 RPPR)	N	N	
Protecting Water Quality (S 33 RPPR)	Y	N	Minimal water developments in place. Lots of wetlands and creeks present on the range tenure. Could look at installing fencing or troughs to protect wetlands and riparian areas. Since the range is so large, it is hard to know where a good area would be.
Water Quality Objectives (S 34 RPPR)	Y	N	Water quality meets RPPR objectives.
Removal of Dead Livestock (S 35 RPPR)	Y	N	Dead livestock were not present at time of inspection.
General Wildlife Measures (S 36 RPPR)	Y	N	The tenure holder seemed to follow grazing schedules to ensure overgrazing does not occur to protect wildlife forage. Meets RPPR objectives.
Wildlife Habitat Features (S 37 RPPR)	N	N	Minimal WHA present on the range.
Resource Features (S 38 RPPR)	N/A	N/A	
Restriction on Range Developments (S 39 RPPR)	N	N	Minimal range developments present on range.
Maintenance of Range Developments (S 40 RPPR)	N	N	Minimal range developments present on range.
Revegetation (S 41 RPPR)	N/A	N/A	
Tagging/Branding (S 42 RPPR)	N	N	No cattle observed when out monitoring.
Authorization to cut Crown Timber (S 43 RPPR)	N	N	
Removal of livestock from Plantations (S 44 RPPR)	N	N	
Salting Practices (Not Legislated – comment on acceptability of salting practices – improvements?)	Y	N	Salting practices were adequate.

<b>Natural Range Barriers – issues with forest licensees?</b>	No.
<b>RUP requires amendment.</b>	Grazing rotation seems to be sufficient, as stated previously, there is little range infrastructure keeping cattle in rotation, the pastures are lines on a map more so than barriers restricting cattle movement.
<b>C &amp; E follow up required</b>	No.
<b>Discuss with Tenure Holder</b>	Inquired about fencing materials earlier in the year, could talk about potential future range developments.
<b>General Comments regarding Range Agreement Area</b>	No.

Prepared by: Brenden Dueck A.Ag.	Date: November 30, 2023.
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**FIELD PHOTOS****TREHEARNE PASTURE**

Key Area in the Trehearne pasture, minimal grazing was observed in this part of the pasture despite available water and forage. What was grazed had acceptable stubble heights and the plant community was in good condition.



**SIWASH PASTURE**

Date & Time: Fri, Aug 18, 2023 at 11:25:27 PDT  
 Position: 10 N 693679 5513990 (±5.0m)  
 Altitude: 1425m (±6.0m)  
 Datum: WGS-84  
 Azimuth/Bearing: 042° N42E 0747mils True (±10°)  
 Elevation Grade: +006%  
 Horizon Grade: +006%  
 Zoom: 1.0X  
 Siwash: Nil



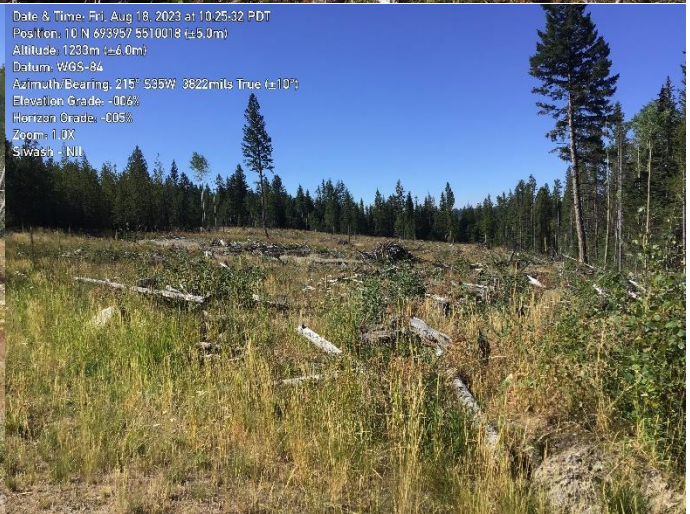
Date & Time: Fri, Aug 18, 2023 at 10:47:55 PDT  
 Position: 10 N 693342 5513478 (±5.0m)  
 Altitude: 1289m (±3.0m)  
 Datum: WGS-84  
 Azimuth/Bearing: 178° S02E 3164mils True (±12°)  
 Elevation Grade: -001%  
 Horizon Grade: -007%  
 Zoom: 1.0X  
 Siwash: Nil



Date & Time: Fri, Aug 18, 2023 at 10:46:35 PDT  
 Position: 10 N 693298 5513422 (±5.0m)  
 Altitude: 1281m (±4.0m)  
 Datum: WGS-84  
 Azimuth/Bearing: 258° S78W 4587mils True (±12°)  
 Elevation Grade: -025%  
 Horizon Grade: +002%  
 Zoom: 1.0X  
 Siwash: Nil



Date & Time: Fri, Aug 18, 2023 at 10:25:32 PDT  
 Position: 10 N 693957 5510078 (±5.0m)  
 Altitude: 1203m (±3.0m)  
 Datum: WGS-84  
 Azimuth/Bearing: 215° S95W 3822mils True (±10°)  
 Elevation Grade: -006%  
 Horizon Grade: -005%  
 Zoom: 1.0X  
 Siwash: Nil



Again, minimal grazing with lots of available forage. In the plantations there was no damage to trees planted in the plots. Plant communities were healthy and in proper functioning condition.



**SWANSON CREEK PASTURE**

Stubble heights were acceptable in this part of the pasture. The photos were taken a day after turn-in and there were no cattle observed on the range. Utilization in this area was minimal. Plant communities were healthy and in proper functioning condition.



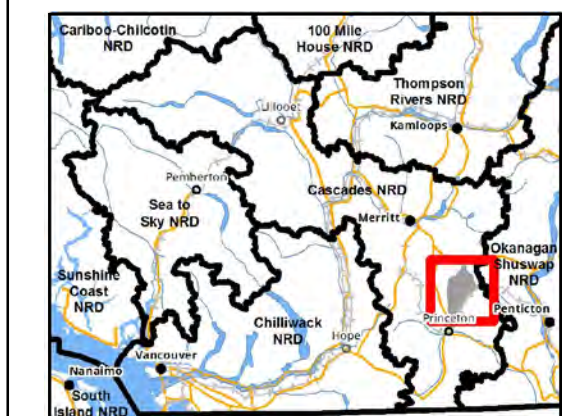
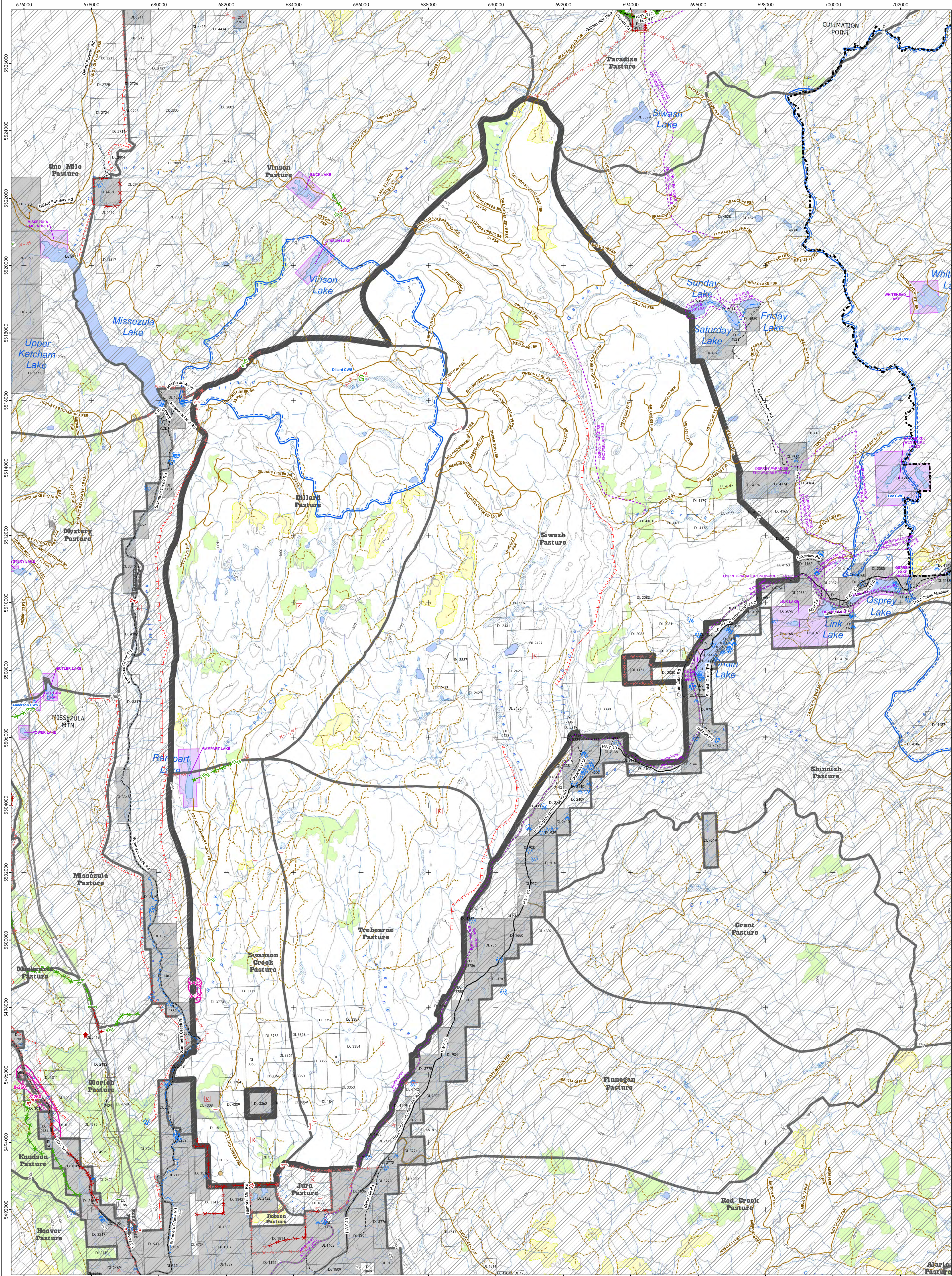
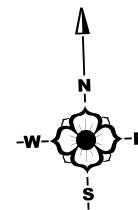


Range Use Plan Map  
Cascades Natural Resource District

Range Tenure boundary outlines the area of the Agreement holder over Crown Range only as defined in the Range Act and is subject to the exclusion of private land and prior rights of other tenure holders.

# RAN076779

## Lamoureux, Robert Brent and Lamoureux, Kelly Kingsford (JV)



- Range Tenure Boundary
- Range Pasture Boundary & Name
- Cascades NR District
- Approved Wildlife Habitat Area & Label
- Community Watershed & Label
- Forest Service Road
- Special Use/Road Permit Road
- Alpine (VRI)
- Alpine Forest (VRI)
- Plantations <= 5yrs old (2019) (RESULTS)
- Harvesting <= 5yrs old (2019) (FTA/RESULTS)
- Logging Complete

- Range Improvements
- Location/Attribute Accuracy Correct/Review/Unknown
- Fence - Correct
- Fence - Review
- Fence - Unknown
- Stock Trail - Correct
- Stock Trail - Review
- Stock Trail - Unknown
- Water Development - Approx.
- Topological Barrier - Approx.
- Water Barrier - Approx.
- Key Areas - Approx.
- Domestic Water Intakes

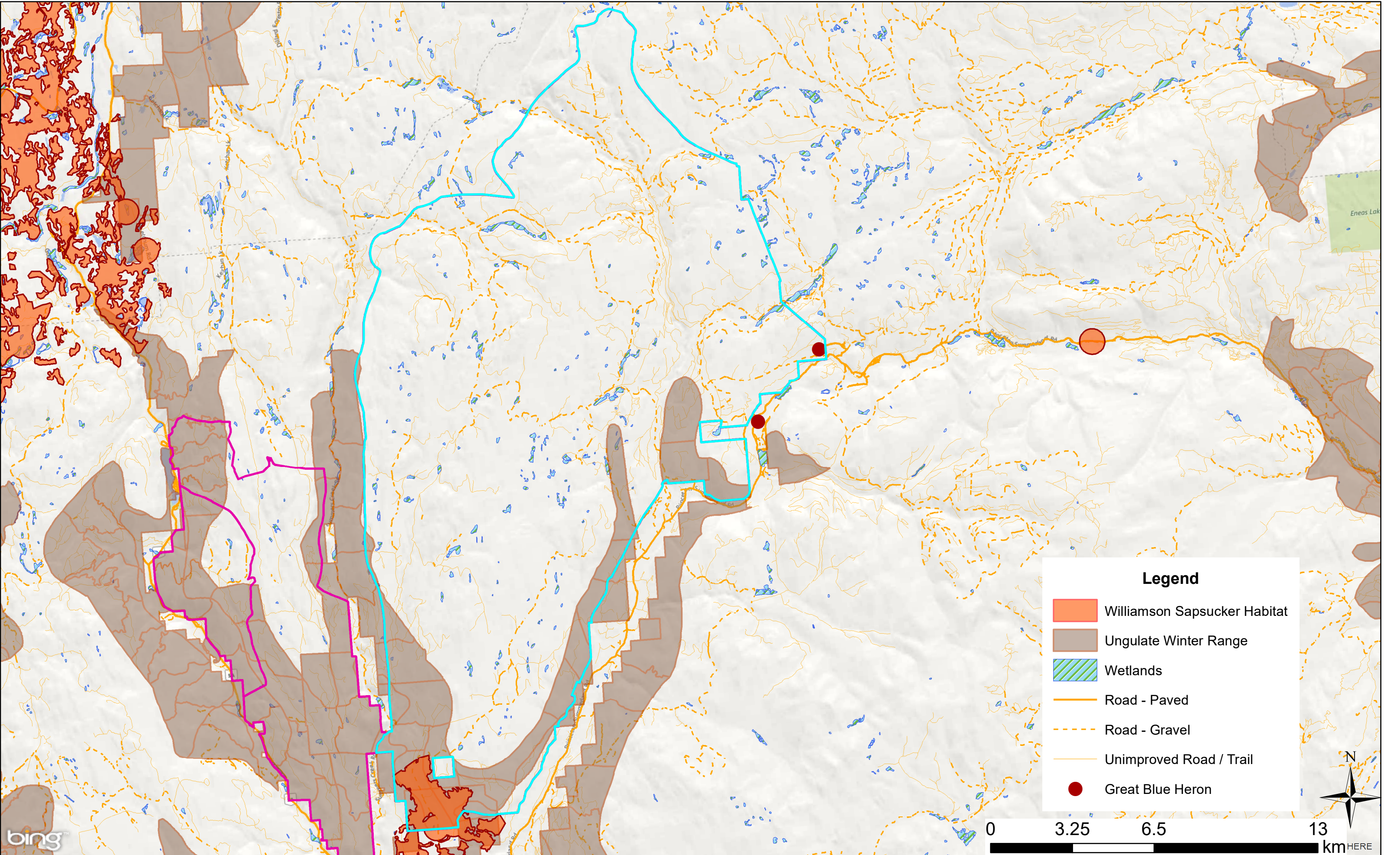
- Recreation Trails & Label
- Recreation Areas - Label
- Private Land - Surface (ParcelMap BC)
- Surveyed R/W; Trans. Corridors (Tantalis)
- Indian Reserves (Admin.)
- Ecological Reserves (Tantalis)
- Prov. Park, PA, Rec. Area (Tantalis)
- Other Protected Areas (FADM/Tantalis)
- Other Mgmt Areas (Tantalis/GAR/LRMP)
- NOTE: Private Land is known to have errors - for reference purposes only.

Scale: 1:50,000  
0 0.5 1 2 3  
Kilometers

Projection/Datum: UTM NAD83 Zone 10  
Created by: Cascades Natural Resource District  
Date: May 28, 2024  
Project: RUP Mapping  
Plotfile: RUP\_Lamoureux\_RAN076779.pdf



Known Wildlife Habitat Overlapping Range Use Plan Areas







Range Grazing Licence Non-use Agreement

(the “Non-use Agreement”)

FILE #: 15700-20/ Lamoureux, R & K AGREEMENT #: RAN076779

BETWEEN: HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Forests

c/o Cascades Natural Resource District  
3840 Airport Rd  
Merritt, British Columbia  
V1K 1M5

(the “Province”)

AND: Robert Brent Lamoureux and Kelly Kingsford Lamoureux  
975 Princeton Summerland Road  
Princeton, BC  
V0X1W0  
(the “Agreement Holder”)

This Agreement is effective July 3, 2025

WHEREAS:

- A: The parties entered a Grazing Licence RAN076779 dated January 1, 2016
- B: Pursuant to section 46 (1) of the Range Act (the “Act”), the minister and the Agreement Holder have agreed that less than 90 percent of the animal unit months (AUMs) specified in the Grazing Licence will be used in each calendar year, under the following terms and conditions:

1. TERM

The Term of the Non-use Agreement is:

Start: January 1, 2025  
End: December 31, 2026

2. NON-USE AGREEMENT AREA

The area to which the Non-use Agreement applies is the entire Exhibit A area specified in the Grazing License RAN076779.

3. RESTOCKING SCHEDULE

The Non-use Agreement restocking schedule is:

Year	Non-billable Non-use AUM	Non-billable Reason Code	Billable Non-use AUM	Total Authorized Annual Use (Stocking Level)
2025	N/A	N/A	785	804
2026	N/A	N/A	785	804

See the Range Regulation for specific requirements.

This Non-use Agreement results in all, or a portion of the AUMs authorized under the Range Act agreement being unused for a specified period. Pursuant to Section 16 (2) of the Range Act, the decision maker may authorize others to use those AUMs.

This Non-use Agreement is in effect until an amendment is signed by both the agreement holder and the decision maker. Proposed changes to this Non-use Agreement must be submitted in writing. To allow decision makers time to consider the amendment, requests for changes must be made well in advance of the desired date of implementation (for example, December 31 prior to the grazing season).

This Non-use Agreement (and amendments to it) result in a requirement for a mandatory amendment to the Range Use Plan before grazing can occur.

4. REASON FOR NON-USE AGREEMENT


The agreement holders intended to list their ranch for sale. As such they have requested a non-use agreement for 2025 and 2026 as they will be running reduced numbers as a result of the planned sale of their ranch. They expect to list the ranch in May of 2026.

5. ANNUAL FEES AND ANNUAL RENT

All annual fees for use of forage and annual rent must be paid each year as specified in the *Range Act* and Range Regulation. If during the term of the Non-use Agreement a grazing permit is issued under Section 16 (2) of the *Range Act*, for some or all of the animal unit months specified in the Non-use Agreement, the grazing fees will be reduced proportionately pursuant to Section 15 (4) (h) of the Range Regulation.

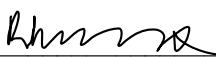
6. SIGNATURES

THIS NON-USE AGREEMENT has been executed by the Minister and the Licensee on the dates written below. SIGNED on behalf of His Majesty the King in Right of the Province of British Columbia by the Minister of Forests or the Minister’s Authorized Representative.

  
\_\_\_\_\_  
Kim DeRose, MSc. RPF  
District Manager  
Cascades Natural Resource District

October 27, 2025  
Date

SIGNED by or on behalf of Agreement Holder\* (PRINT NAME & TITLE)

  
\_\_\_\_\_  
Robert Brent Lamoureux

13/10/2025  
Date

  
\_\_\_\_\_  
Kelly Kingsford Lamoureux

October 13 • 2025  
Date

\*Or duly authorized signatory or corporate seal if the agreement holder is a corporation



## **Ministry of Forests**

# Cascades Natural Resource District

## Fence Maintenance Guidelines



# 2023

As per section 40(1) of the *Range Planning and Practices* Regulation a range agreement holder must maintain any range development, to an effective standard that is located within their area subject to their agreement.

- 1) If the range agreement is shared with another party or adjacent to another range tenure holder then it is recommended that there is a fence maintenance agreement in place to avoid conflict. This maintenance agreement should be tenure holder driven and provided to the Ministry upon completion.

- 2) General

- All range developments will be repaired annually prior to livestock use.
- Range developments will be repaired as necessary throughout the year.

- 3) Fence lines

- Remove all windfall from fence lines annually and as necessary throughout the year.
- Cut conifer, deciduous and other tall growing shrubs from within the cleared portion of the fence right-of-way. If present, the fence right-of-way should be slashed out at least once every 4 years. It is not necessary to cut low growing shrubs.

- 4) Use of Trees

- Nailers must be used to fasten wire to trees. Wire must not be wrapped around or directly attached to trees to prevent it from becoming ingrown.

- 5) Wire Tension and Height

- Wire heights will be 42, 33, 24, and 18 inches +/- 2 inches above the ground. Pig-tails and staples will not be used to tighten wire.
- In-line wire tighteners will be used on smooth wire.
- Wire stretchers will be used to tighten barbed wire at fence corners or tie-off points. If necessary, wires will be cut and tightened in-line.

- 6) Posts and Braces

- Replace broken posts and braces with treated material.

- Loose posts and braces will be re-secured to maintain wire height and tension.
- Replace missing staples.
- Staples will allow movement of wire for tightening.

#### 7) Fence Droppers

- Replace broken droppers. Sticks are not an acceptable replacement option.
- Use dropper tie wire to attach droppers to each strand of wire. Do not weave dropper through wires.
- Droppers should not move after attached to wires.
- Maximum space between droppers is 6 feet (two droppers per 18 foot panel).

#### 8) Gates

- Height of gate is to be the same as fence wire height.
- Fence should have a minimum of 5 droppers to increase gate visibility. "Close Gate" signs may be available from the District Range staff. Signs are to be backed by a solid board and fastened in at least three corners with a washer and large headed nail or screw.

#### 9) Seeding

- Disturbed areas should be seeded with an appropriate, certified grass seed mix at a rate of 5 kg/ha. Contact District Range staff prior to seeding.

#### 10) Cattle Guards (Regular and ATV)

- When cattle are removed from the tenured area, gates associated with cattle guards are to be left open.
- ATV/Recreation guards are to be cleaned out as necessary unless another maintenance agreement in place.
- Report filled or damaged guards to the following:
  - Forest Service Roads report to Ministry of Forests District Engineering Officer.
  - Public Roads report to the Road Maintenance Contractor, Interior Roads or Ministry of Transportation.
  - Logging Road Permits report to the Forest Tenure Licensee.
  - Non-status roads are likely the Range Tenure Holder's responsibility.

#### 11) Water Developments

- Prior to use ensure the supply line is running and free of any blockages and the inlet screen is in place and functional. Repair any leaks.
- Check to ensure the site drainage is still away from the trough and re-contour as required.
- Winterize the system, if possible by closing the inlet to allow air to enter the pipes. Open the drain valve on the supply pipe below the trough to drain both the supply line and the trough, leave this valve partially open over winter.

#### 12) Works In and About a Stream (includes all surface water and wetlands)

- No machine work will be conducted below the high water mark or in the adjacent flood plain of any creeks, lakes, or ponds without the proper approval.
- All natural (no chemical preservative) material is to be used where maintenance is required below the high water mark. Suitable material includes cedar, hemlock and larch.

#### 13) Reconstruction of Existing Fences during Maintenance Activities

- Reconstruction must be consistent with provincial fence specifications and follow the existing right-of way. Contact District Range staff for information.



## **BRITISH COLUMBIA, RANGELAND, FOUR STRAND BARBED WIRE FENCE SPECIFICATIONS**

The intent of these specifications is to ensure the construction of a sound and serviceable fence. Practices and use of materials outlined below are expected to be followed and any deviation from these specifications must be discussed with and approved by a Ministry representative. The best time for this is prior to construction so not to interfere with work once started.

Materials and fence components failing to meet specifications may be required to be removed and replaced at the contractor's expense.

These specifications have integrated wildlife friendlier practices that have been adopted by many jurisdictions across North America (Paige, 2020)<sup>1</sup>. Wherever necessary, fence construction will allow relatively free passage for animals to jump over, crawl under or through. Wire heights have been adopted to accommodate wildlife and prevent entanglement. Visibility of wire fencing can be enhanced where game trails intersect fence lines or are adjacent to riparian areas and other preferred wildlife habitats. A properly constructed and well-maintained fence are the most important steps to being friendly for wildlife.



These specifications have been developed cooperatively between the B.C. Ministry of Forests, and the BC Cattlemen's Association.

Questions can be directed to B.C. Ministry of Forests, Range Branch at [Range.Practices@gov.bc.ca](mailto:Range.Practices@gov.bc.ca)

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<sup>1</sup> Paige, C. 2020. Alberta Landholder's Guide to Wildlife Friendly Fencing. Alberta Conservation Association, Sherwood Park, Alberta. 68 pp.

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## **1.0 Posts:**

Fence lines shall be constructed in a straight line between braces. A straight line can be achieved by driving line posts along a pre-tensioned line between braces (Diagram 1). Posts must be set perpendicular to ground (right angles to the fence wires).

### **1.1 Line posts:**

Must:

- a. Be 2.1 m x 10-12 cm (7-foot x 4-5 inches), unless otherwise specified by the Ministry representative.
- b. Be 2.4 m x a minimum of 10-12 cm (8 feet x 4-5 inches) “planted” 1.22 m (48 inches) or if 2.1 m x 10-12 cm (7-foot x 4-5 inches) posts are used they will be planted 102 cm (40 inches) and spaced no more than 4.27 m (14 feet) apart in boggy areas. In extremely wet areas, a deadman (Diagram 10) should be used if posts are in a dip. Jack posts may be a better option but due to their weight they may settle into wet ground. Decisions on best methods in wet/boggy areas should be discussed with and approved by the Ministry Representative.
- c. Be No. 1 grade pressure treated pine. Natural cedar posts are acceptable for use in riparian areas. Use of other species or material must be approved in writing by the Ministry representative.
- d. Meet MOTI treated post guidelines (Section 909 - Treated Post Guidelines, Appendix 2 for more detail).
- e. Be "planted" a maximum of 5.5 m (18 feet) apart
- f. Be driven a minimum of 81 cm (32 inches) deep, where the ground will still receive a post strive for a depth of 91 cm (36 inches). This leaves 122 cm (48 inches) out of the ground.
- g. Remain in-tact, tops must **not** be cut off fence posts unless specifically allowed in writing by Ministry representative, cut tops must be treated with a copper sulfate mix.
- h. Only be heavy metal fence posts in locations pre-approved by the Ministry representative. Where it has been determined that treated posts cannot be “planted”, a 6-foot, heavy metal post weighing 1.25 pounds per foot may be used. Where metal posts are being used for other reasons than ground conditions (eg. requirement to construct by hand), a minimum 6-foot heavy metal post weighing 1.25 pounds per foot must be used. Metal posts must be planted no more than 4.3 m (14 feet) apart and wired with a minimum of 12 ½ gauge galvanized wire. Metal posts must not be used for brace assemblies.

## 1.2 Post placement

- a. Care must be taken to plant a post at each knoll top or draw bottom to ensure that the bottom wire stays between 38 cm to 46 cm (15-18 inches) above ground.
- b. Dip posts must be "deadmanned" (Diagram 10). Deadmans must not extend into the right-of-way so not to interfere with livestock or wildlife.
- c. Post spacing and location may need to be adjusted or the right-of-way may need to be levelled out if bottom wire exceeds 46 cm (18 inches).
- d. Anchor, gate, corner panels, type I and type II brace assemblies are to be installed using 2.4 m x 12-15 cm (8 feet x 5-6 inches) posts driven a minimum of 1.1 m (44 inches) deep with a target of 122 cm (48 inches).
- e. Jack posts and A-frames may be constructed where it is impossible to set a post. Treated posts or rails must be used for construction of the jack posts and A-frames (Diagram 12). The vertical posts of both jack posts and A-frames must be 10-12 cm (4-5 inches) in diameter and sufficient height for all four wires to attach. The platform to hold the rocks and diagonal brace of the jack post and A-frame as well as the A-frame base can be constructed with minimum 7.5-10 cm (3-4") diameter materials. Sufficient weight (ie. rocks) +/- 300 lbs (136 kg) must be added to the jack post platform to ensure stability. Cut ends exposed while constructing Jack posts and A-frames must be treated with a copper sulfate mix.

## 2.0 Braces:

- a. The type of brace required is dependent on the change in direction shown on Diagram 2. Angles will be checked by Ministry representative to ensure the proper brace type is constructed.
- b. Type I brace assemblies are best suited to 90-degree corners (Diagram 3). Consider using Type II brace (or alternative Type II) as angle starts to deviate from 90 degrees.
- c. Type II brace assemblies are required for changes in direction between 20 to 60 degrees and can be used up to 90 degrees. Hand-tighten slack wire between brace posts on a type II, four post brace assembly (Diagram 4).
- d. All type III braces for direction changes of less than 20 degrees are **not to be tied off**. This is the only brace structure that can use 2.1 m x 10-12 cm (7-foot x 4-5



inch) posts. Safe access for a quad or horse and rider **must** be maintained around Type III braces. Additional rails or barbed wire may be required on the “hip” to prevent damage to brace rail and wire as directed by Ministry representative. A type III brace is strongest when constructed on the outside (preferred) angle of the fence. Ensure counter bracing is done to correctly minimize forces on the fence.

- e. Distances between braces should not exceed 400 metres (1/4 mile) if fence is running in a straight line. Depending on topography and changes in angles, shorter distances between braces will be required. It can be more difficult to achieve proper wire tension when not on flat, straight ground.
- f. The horizontal brace rail must be centered at 99 cm (39 inches) above the ground (between the top and third wire) and be a pressure treated 3.05 m optimum or minimum 2.95 m x 10-12 cm (10 feet or minimum 9 feet 8 inches x 4-5 inch) diameter (minimum) rail for adjustment between posts.
- g. The horizontal brace rail must be secured with a minimum 20 cm (8 inch) Ardox spike (Diagram 5). A minimum 7.5 cm (3 inches) of the spike should enter the brace rail. It is recommended that a pilot hole is drilled to guide the spike through the post and into the rail. The spike does not need to be driven flush if it is being used to tie off counter bracing wire. The spike should be driven flush when using a staple to secure the counter bracing wire.
- h. No notching for the horizontal brace rail is allowed.
- i. Counter (diagonal) bracing shall be constructed with high tensile smooth wire, doubled, and twisted. A gripple brace kit can be used for counter bracing as directed by the Ministry representative. The counter brace must be located 5 cm (2 inches) above the ground to prevent corrosion of the wire. All twitch sticks used for the counter bracing are to be pressure treated wood with a minimum 7.5 cm (3 inch) diameter x 60 – 90 cm (2 - 3 feet) in length. The twitch sticks must be resting and nailed or wired against the horizontal brace rail on the opposite side of the barbed wire (Diagrams 3-7).
- j. Gate brace panels (Diagram 6) and in-line brace anchor panels (Diagram 7) are built as a single panel. They must follow the same specifications outlined above (Diagrams 6-7).
- k. Jack posts can only be used for brace structures where it is impossible to set a post and must be approved by the Ministry representative. They must be held down with

sufficient weight (+/- 400 lbs) to ensure stability. Care needs to be taken when stretching wire from Jack post braces so not to pull them over.

### **3.0 Wire:**

- a. Barbed wire must be 12 ½ gauge twisted double strand with a minimum breaking strength of 900 lbs. As directed by the Ministry representative it can be Canada Standard (**made in Canada**) or class one or three zinc coated (galvanized) wire.  
\*NOTE: Class three wire **must** be used on barbed wire fences adjacent to highways or other roads where salt is likely to corrode the wire.
- b. All barbed wire is to be pre-tensioned to 600 lbs and then released and stapled at 250-300 lbs per strand. All the stretch must be taken out of the wire to prevent future loosening and sag. Different situations (changes in topography and direction) require care to ensure that all the stretch is pulled out of the wire.
- c. Barbless 12 ½ gauge twisted double strand wire (Canada Standard) may be required in areas with wildlife concerns and top and bottom wire heights set at 42 and 18 inches respectively. High tensile wire **must not** be used other than for counter bracing unless approved by a Ministry representative.
- d. Wire is to be tied off at all brace panels, except type III. Barbed wire must be wrapped neatly twice around the tie off post with no spaces between wires (Diagrams 3, 4, 6 and 7). Barbless wire must be wrapped neatly three times around the tie off post with no spaces between wires.
- e. Four strands of wire to be fastened to posts at heights of (Diagrams 3 - 8):  
Number 4, top wire: 107 cm (42 inches)  
Number 3 wire: 79 cm (31 inches)  
Number 2 wire: 61 cm (24 inches)  
Number 1, bottom wire: 46 cm (38-46 cm or 15-18 inches is acceptable)

### **4.0 Staples:**

- a. Minimum 5 cm (two inch) barbed staples (maximum 10.5 gauge) are to be used exclusively for securing wire to posts. Staples must never be driven home. Always rotate the staple so that each point of the staple is touching on opposite sides of the wire. When stapling rise or dip posts follow the procedure in Diagram 9.
- b. Fencing staplers are acceptable when approved by Ministry representative. When using a fencing stapler wire must be fastened to line and brace posts with 5 cm (2 inch) barbed staples (9 gauge). The prong tip must be used when power stapling to



brace and line posts. This tip allows you to rotate the stapler so that one tip hits the top of the wire, and the other tip hits the bottom wire. The V-tip does not allow the staples to be rotated. Power stapling of droppers to fence and gates use 3.3 cm (1 ¼ inch) 10.5 gauge staples. If minor splitting occurs or dropper does not receive staple to required depth use tie wire to fasten droppers to wire. If major splitting occurs the dropper must be discarded and replaced with a new one. Power staplers must be calibrated so that the depth of the staple still allows movement of the wire through the staple.

### **5.0 Stays/Droppers:**

- a. Wooden stays/droppers shall be installed 2 per panel, equally spaced and must be 36 – 48 inches in length and 1 inch x 1.5 inches wide. Some situations (eg. high visibility) may require 3 stays/droppers per panel and will be directed by Ministry representative.
- b. It is preferred that wooden stays/droppers be installed with galvanized No. 16 gauge wire or loop ties of an appropriate length to all four (4) wires or attached using a power stapler as described above. No. 14-16 gauge ungalvanized wire or loop ties will be accepted.
- c. Wooden stays/droppers are to be attached on the opposite side of the stapled wire (stays go on same side of the wire as posts).
- d. Wooden stays/droppers are not to be interwoven in barbed wire and must not touch the ground (Diagram 11). It is acceptable for stays/droppers to touch the ground in cases where they may function to hold the weight of the fence (eg. heavy snowpack & gates) or as directed by the Ministry representative.
- e. Wooden stays/droppers must be structurally sound as determined by a Ministry representative.

### **6.0 Gates:**

- a. Gates are to be installed at any stock trail or roads that would be blocked by the fence and/or at strategic locations designated by the Ministry representative.
- b. All barbed wire gates **must** be constructed with pre-tensioned wire. Mechanical gate closers (ie. Ty-ten) are to be used on all gates (Diagram 8). Chain and pry bar gate closers acceptable where approved by Ministry representative.

- c. All gates must have a minimum clearance of 41 cm (16 inches) between the ground and the bottom rail/wire and have a 5.5 m (18 foot) opening or width approved by Ministry representative.
- d. Barbed wire gates must be constructed with minimum 7.5 cm (3 inch) treated end posts and a minimum of 5 wooden stays evenly spaced. Stays on gates should be double loop-tied on each wire (Diagram 8).
- e. Gates need to be visible, especially where moving livestock is important and should have a false panel of rails on either side. False panels are constructed with three rails. Minimum rail size is 7.5 – 10 cm (3 to 4 inch) by 3.05 m (10 foot) and a minimum panel size of 2.95 m (9 foot 8 inches) unless situation does not allow, and alternative panel size can be approved by a Ministry representative. A brace must be installed adjacent to each false panel to stretch the next section of wire from.
- f. A hinged gate to be installed as designated by the Ministry representative.

## **7.0 Other:**

- a. High visibility may be required in riparian areas and known game crossings. The recommended option to increase the visibility of a fence is to add three 91 cm (36 inch) droppers per panel evenly spaced. This creates a visual barrier to livestock while allowing free passage of wildlife over or under the fence. Other options can be discussed and implemented following approval from the Ministry representative.
- b. Other general requirements and best management practices for fence construction can be found in Appendix 1, General Requirements and Best Management Practices for Fence Construction.



## **List of Materials:**

### **Posts:**

All wooden posts and rails must be in accordance with CSA Standard O80.

Line posts	4-5" x 7' pointed
Brace posts	5-6" x 8' pointed
Brace rails: Type I & II Type III	4-5" x 10' 4-5" x 7'
Twitch sticks	minimum 3" x 2-3'
Metal posts	Minimum 6' (heavy duty, 1.25 lbs/foot)
Rock Jack posts	4-5" diameter vertical post or rail cut to length 3-4" diameter (minimum) post or rail cut to length for platform and side brace arms
A-frame	4-5" diameter vertical post or rail cut to length 3-4" diameter (minimum) post or rail cut to length for ground and brace support

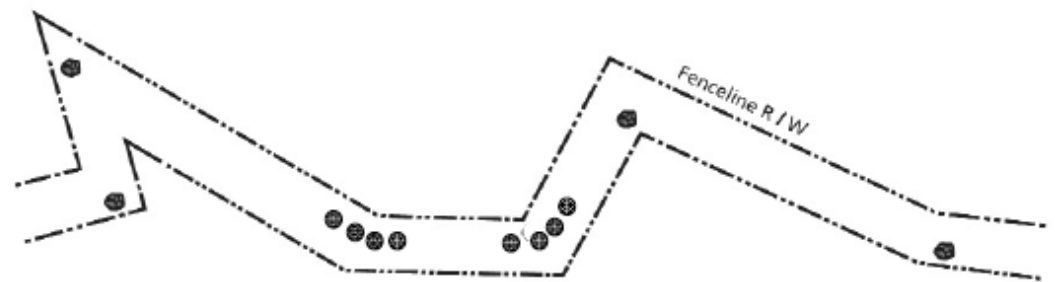
### **Wire:**

Barbed wire	12 ½ gauge Canada Standard ( <b>made in Canada</b> ) or Class I or III galvanized (as directed by Ministry representative)
Double-strand smooth wire (barbless wire)	12 ½ gauge Canada Standard (made in Canada)
Brace wire	High tensile smooth wire, doubled and twisted
Dropper ties	Preferred No. 16 gauge <b>ungalvanized</b> wire or loop ties Acceptable, No. 14-16 gauge wire or loop ties Power fastening accepted upon approval

### **Other Hardware:**

Staples: <ul style="list-style-type: none"> <li>• for attaching barbed wire to posts</li> <li>• for attaching droppers to barbed wire (if using power stapler for attaching droppers)</li> </ul>	2" barbed (maximum 10.5 gauge)  1 ¼" 10.5 gauge
Brace spike	1 cm (3/8 inch) diameter x minimum 20 cm (8 inch) Ardox spike (minimum 3 inches into brace rail)

Diagram 1: How to build a straight fence on a crooked right-of-way.

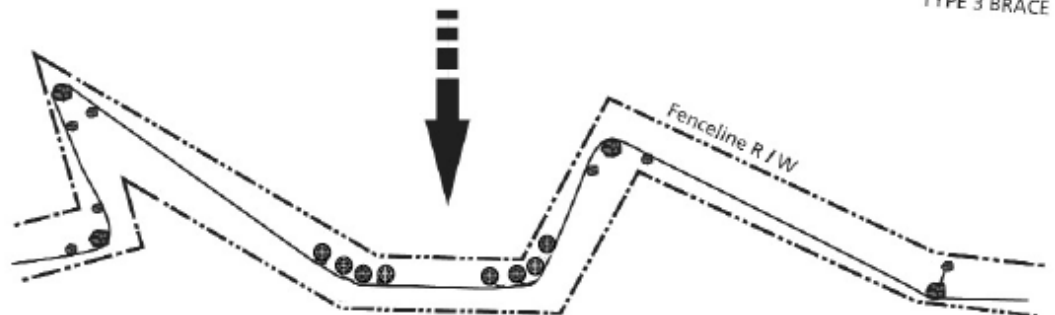
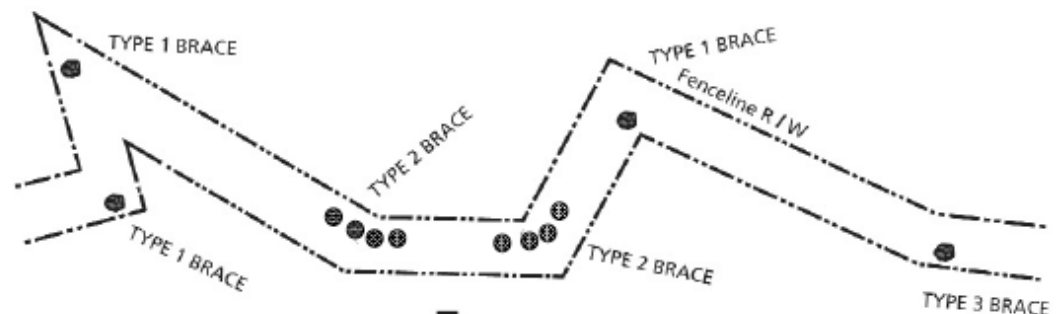


**STEP 1: Drive Post on corner of right of way**



**STEP 2: Stretch one wire on the ground**

**STEP 3: Build the correct braces using the "Brace Finder"**



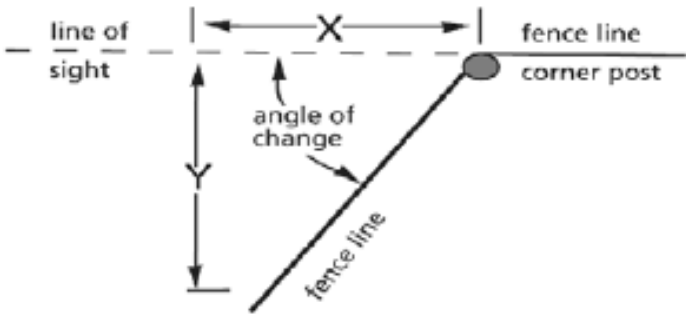
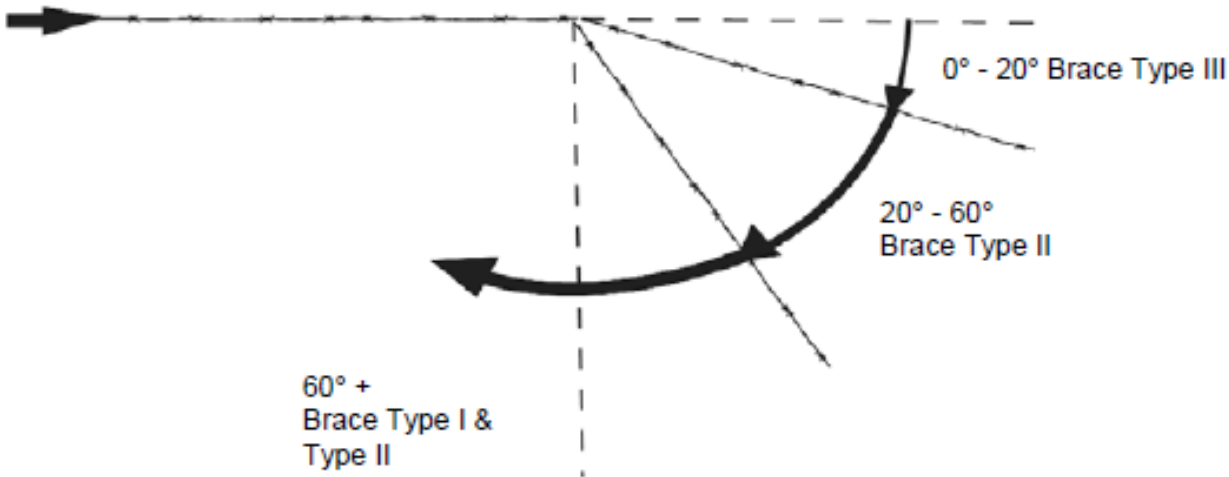
**STEP 4: Drive line posts to the stretched wire which is on the ground**



Diagram 2: Brace finder

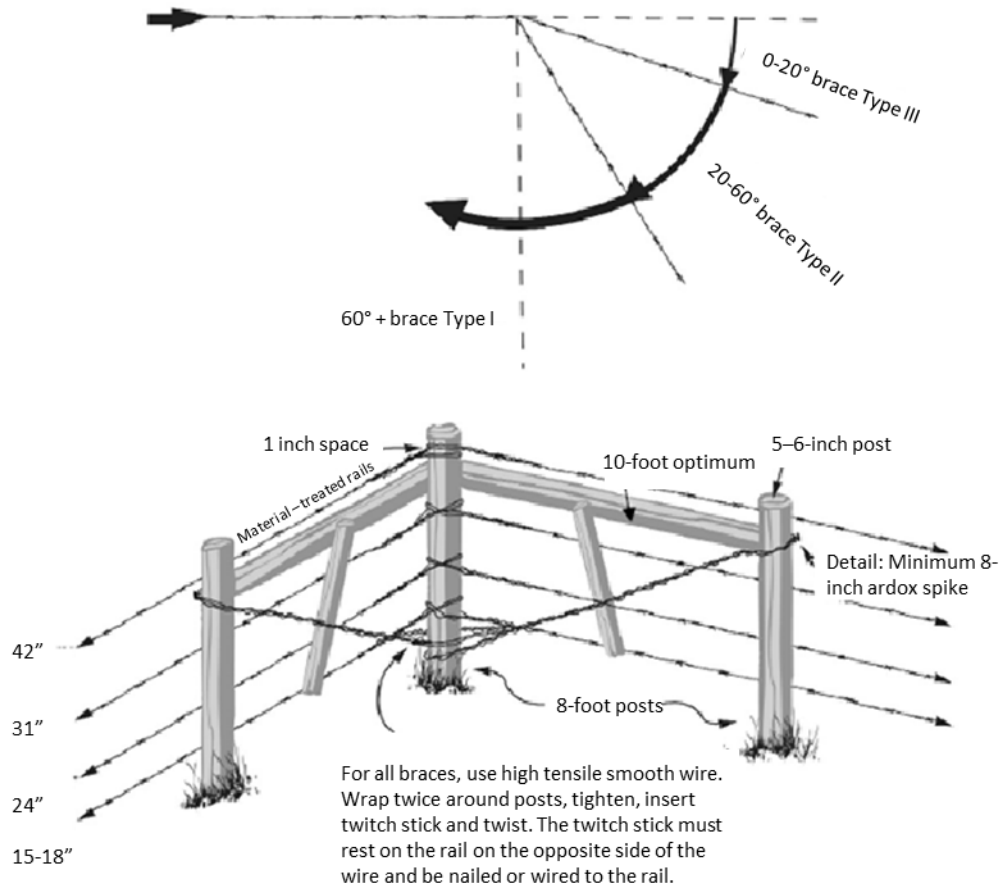
When the fence changes direction, select the appropriate brace for the angle of the turn as follows:

- 0° - 20° Brace Type III
- 20° - 60° Brace Type II
- 60° + Brace Type I & Type II



FOR X = 10 FEET	
Y	ANGLE
1 FT. 9 IN.	10°
3 FT. 8 IN.	20°
5 FT. 9 IN.	30°
8 FT. 5 IN.	40°
11 FT. 11 IN.	50°
17 FT. 4 IN.	60°

Diagram 3: Type I brace assembly (most suitable for 90-degree corners)



### Wire Spacing for Four Strand Barbed Wire

Number 4 Top Wire at 42"  
 Number 3 Wire at 31"  
 Number 2 Wire at 24"  
 Number 1 Bottom Wire at 15"-18"



Diagram 4: Type II brace assembly (20 – 60 degrees)

**Change of Direction  
at a Tie Off Point**

If a fence change of direction occurs when it is appropriate to tie off the fence wires, a separate end brace can be constructed for each fence section. Rather than 'share' a common tie off post, each section is tied off to a separate end post producing no forces out of line with the braces. This requires an extra driven post per corner and 'slack' wiring the opening often used in changing fence direction over 20°.

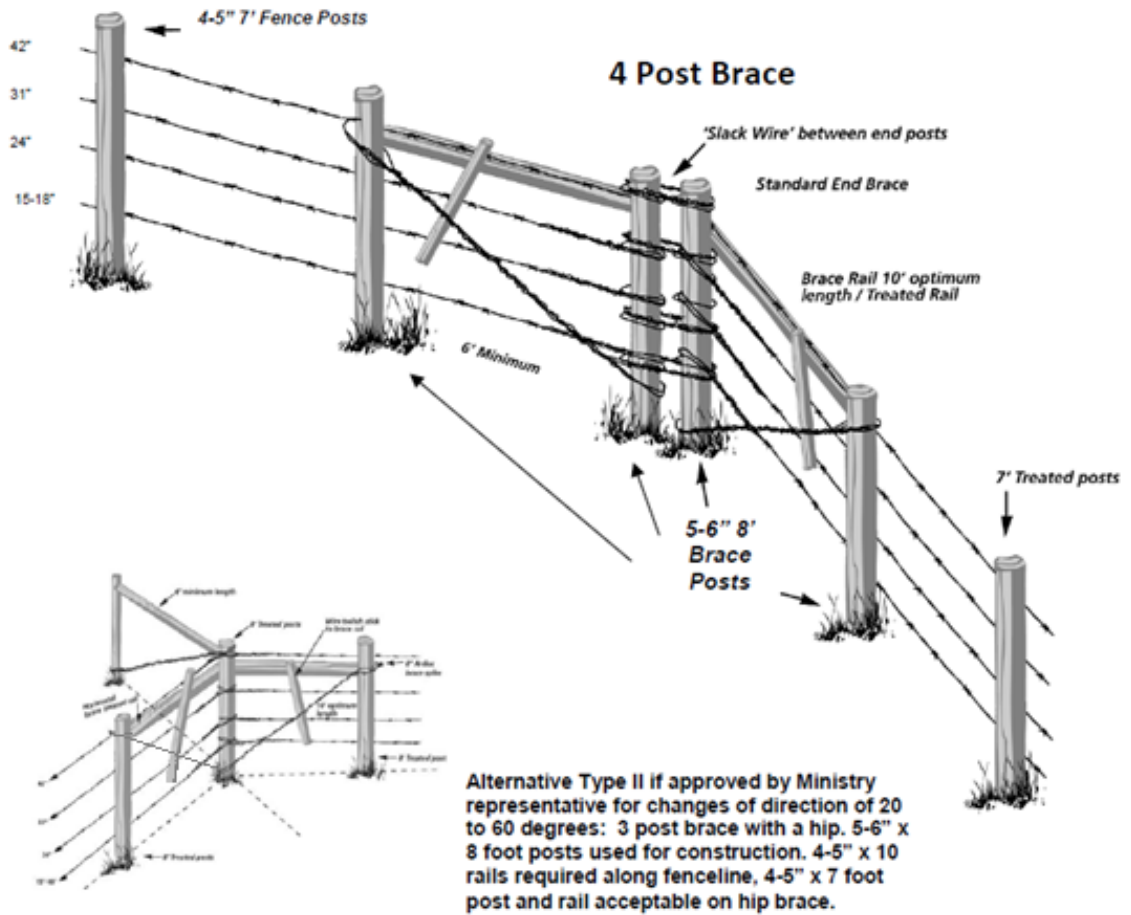


Diagram 5: Type III brace assembly (0 – 20 degrees)

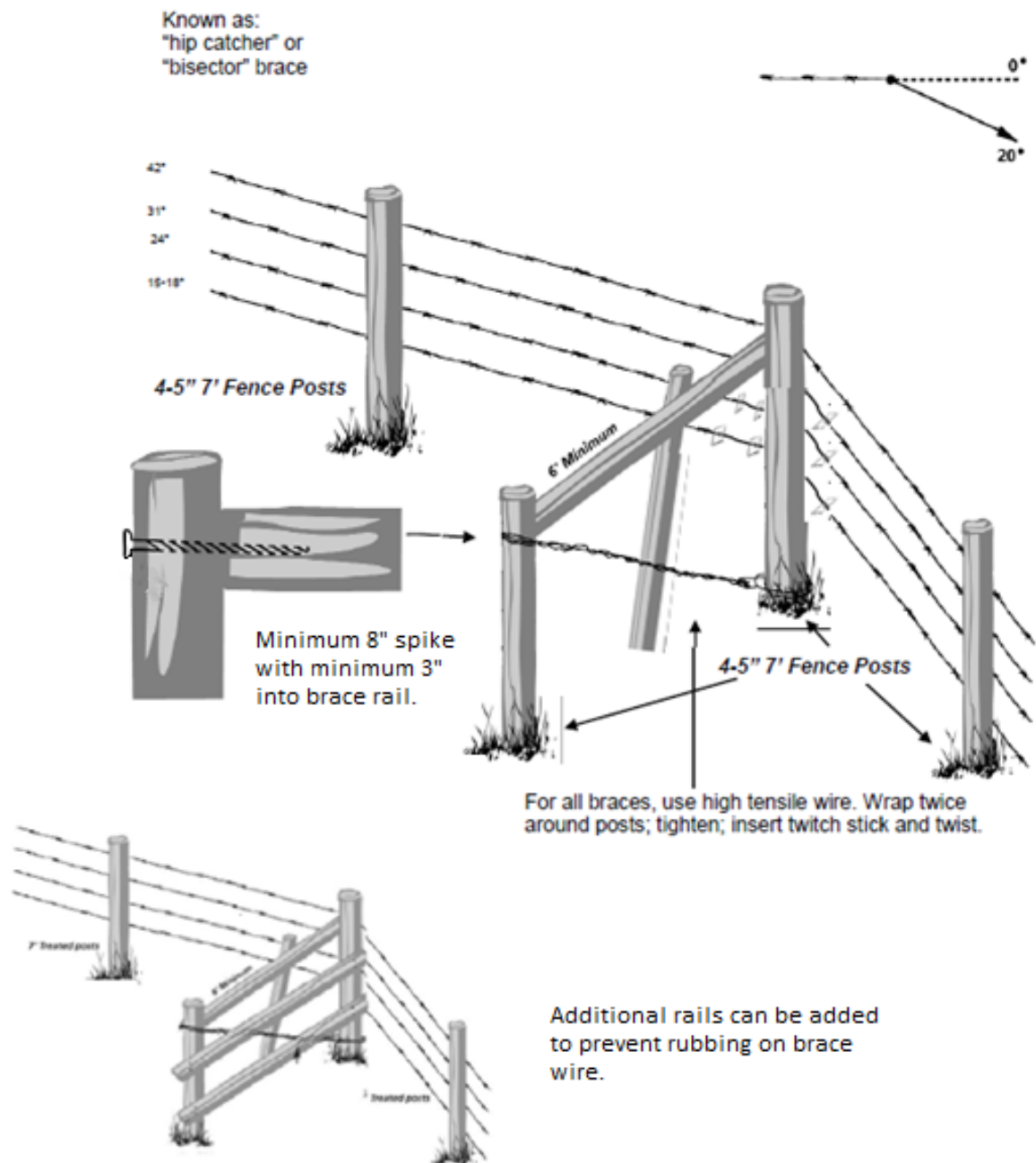




Diagram 6: Gate brace panel

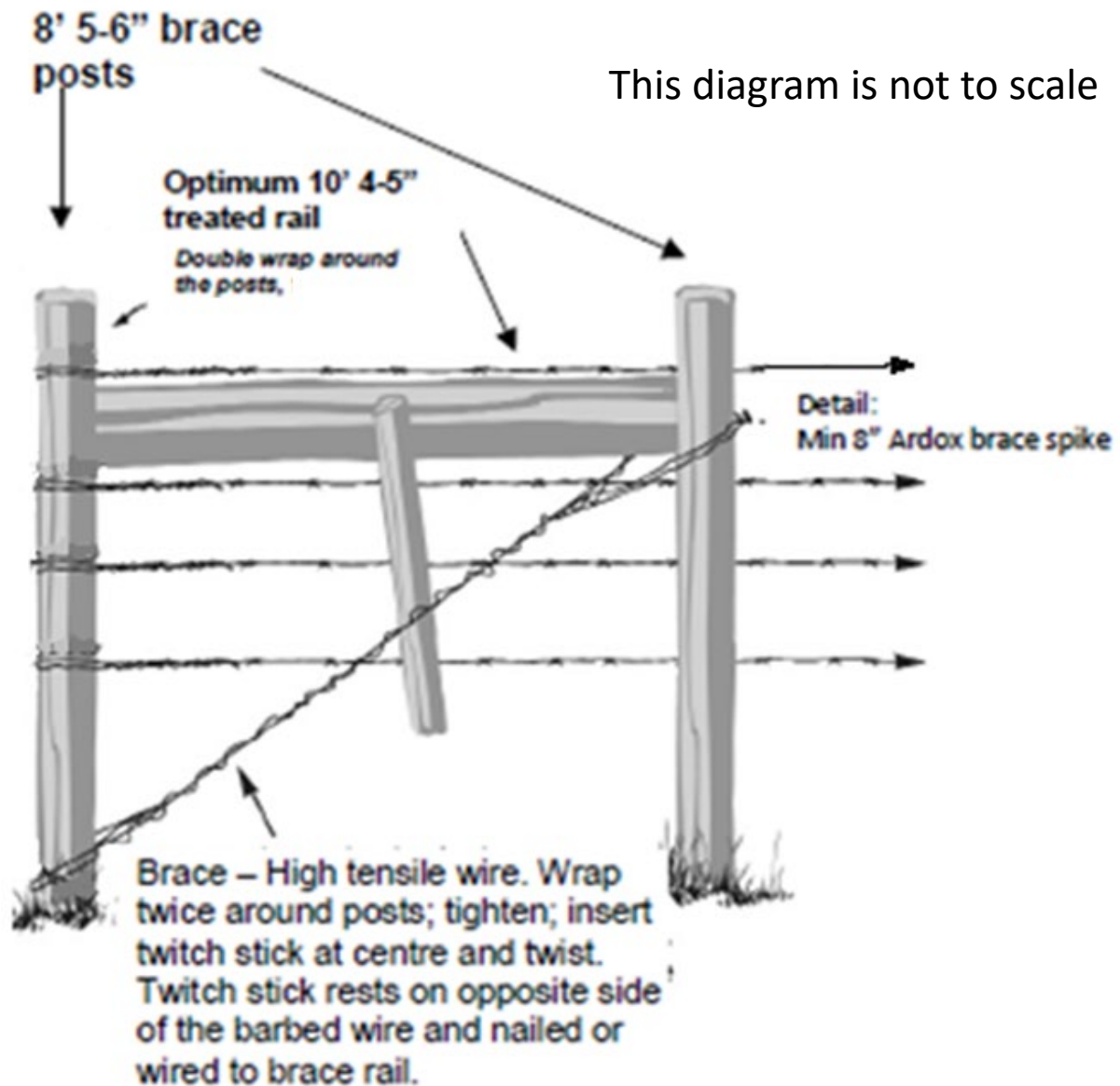
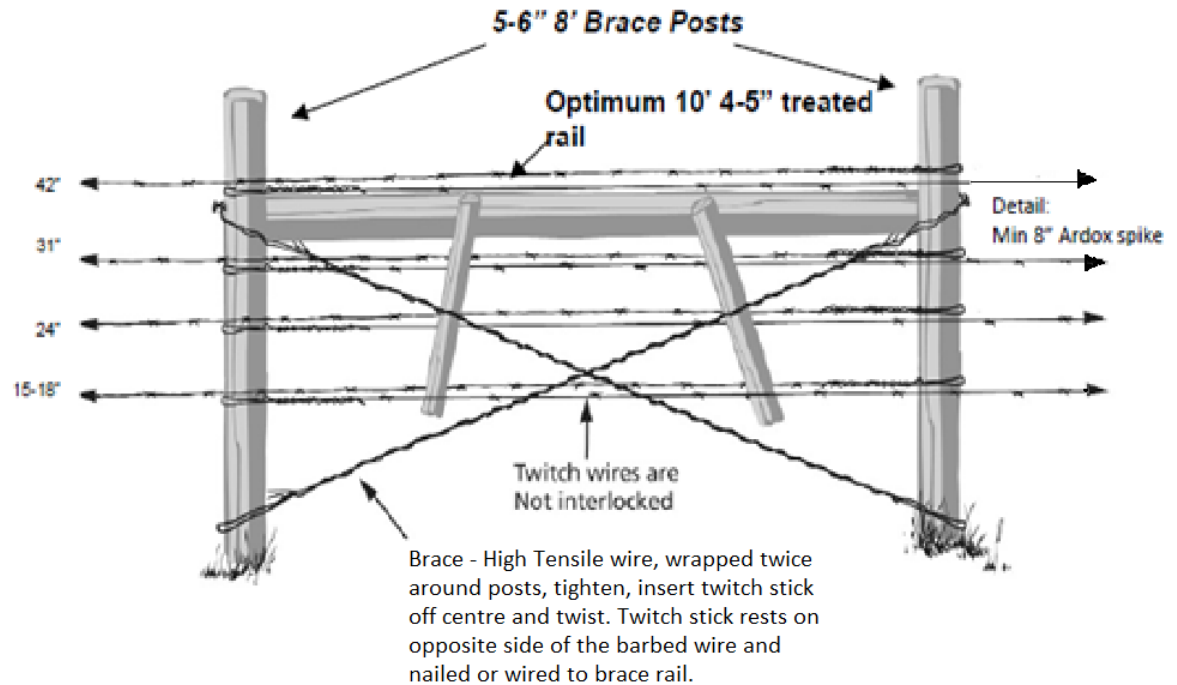


Diagram 7: In-line brace assembly



**NOTE:** This brace is to be used in line with the fence (not on changes of direction).

Wire spacing for four-strand barbed wire:

Number 4 Top Wire at 42"

Number 3 Wire at 31"

Number 2 Wire at 24"

Number 1 Bottom Wire at 15-18"



Diagram 8: Anchor brace assembly for gates and cattleguards

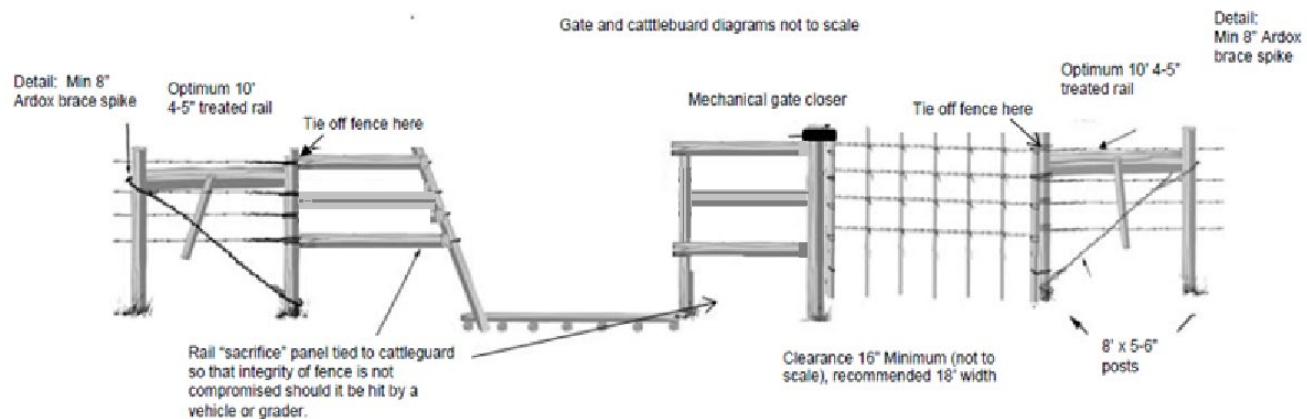
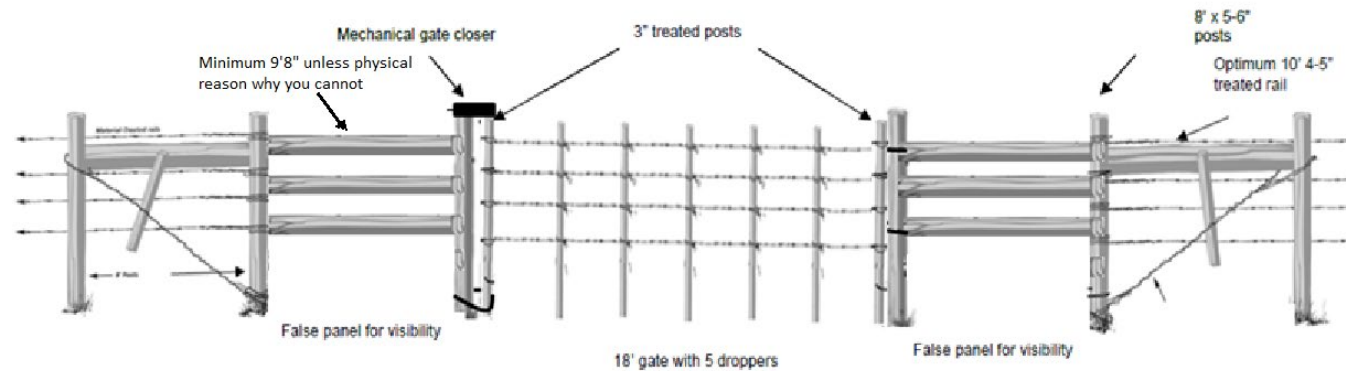
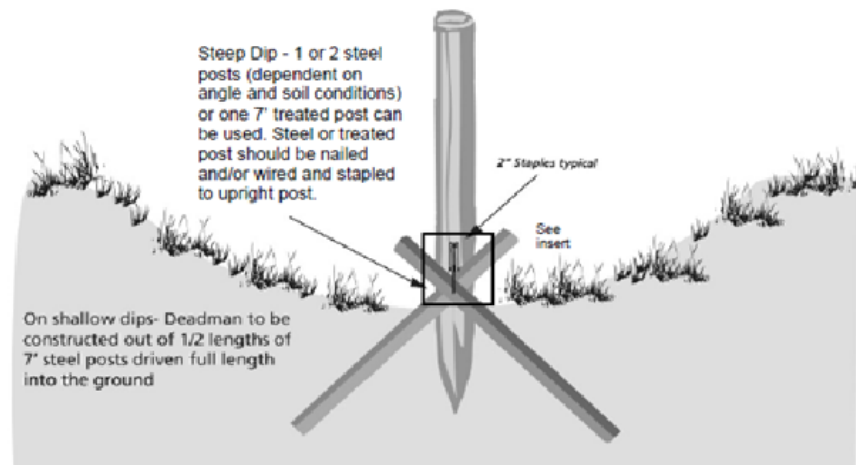
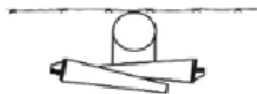


Diagram 9: Simple deadman for dip posts



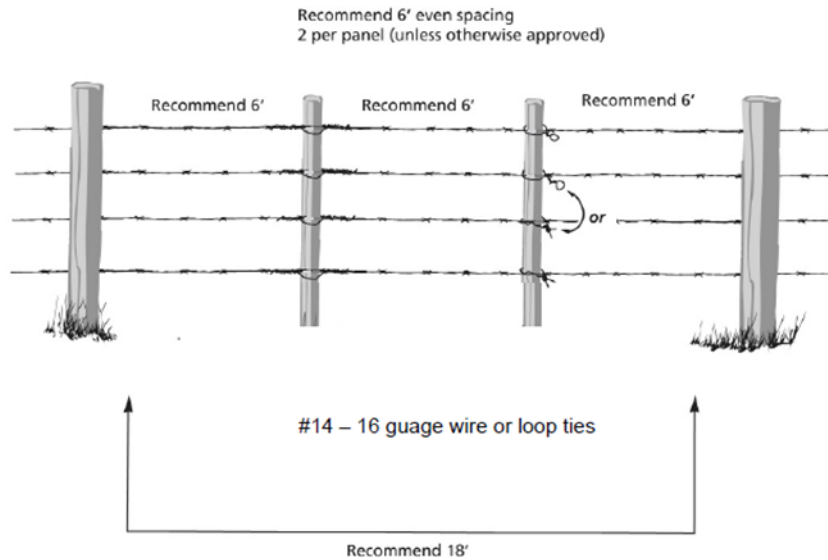
Nailing the deadman to the post is preferred, wire tends to loosen over time.



Drive steel posts at angle so that above ground portion is in line with fence wire

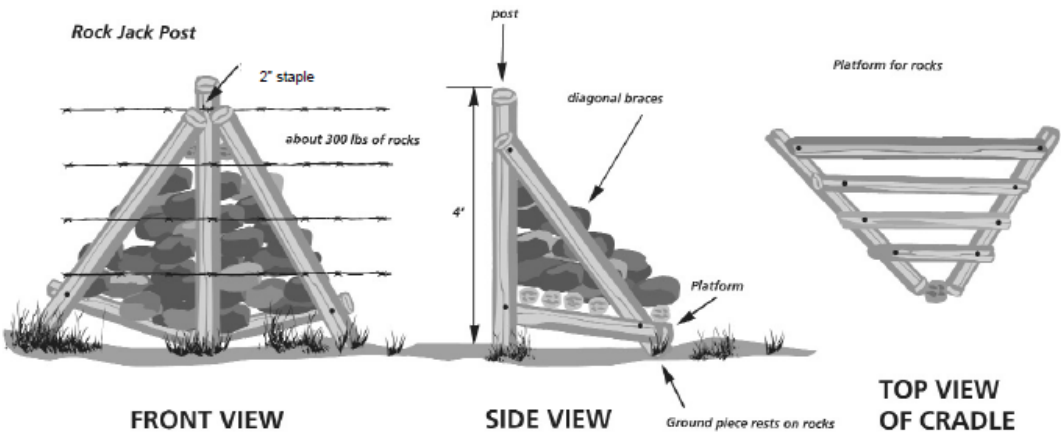


Diagram 10: Proper installation of stays/droppers

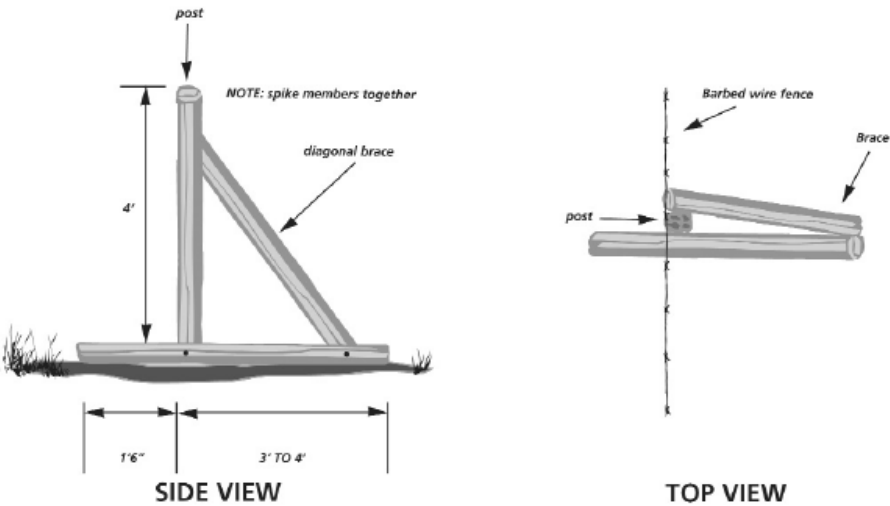


Wooden stays are to be wired to each barbed wire strand on the same side as the posts and not woven (ie. On a four-strand barbed wire fence, wooden stays are wired in four locations. Stays can be power stapled if approved by a Ministry Representative.

Diagram 11: Jack posts (for areas where it is impossible to set a post)



**A-Frame**



A second horizontal post on the ground on the opposite side of the vertical and diagonal post creates a cradle for rocks to provide additional support to an A-frame post (not shown in diagram).



## **Wildlife General Measures**

Use livestock attractants strategically and or herding and timing of use to manage livestock away from riparian wetland areas. Livestock attractants will be placed (500m) away from streams and wetlands.

Allow pastures to rest after grazing. Adjust stocking rates based on range health and climate. Reduce stocking rates during dry periods.

No seeding of native grasslands with domestic forage species.

Use of wildlife safe fences is important in areas where wildlife congregate or use travel corridors.

Do not use pesticides, except for the application of herbicides to control invasive plants or noxious weeds. Ensure that herbicide is applied in a manner that does not result in application to non-target plant species.

**General:**

**The purpose of this information is to outline the requirements for reporting the disposition of a *Range Act* licence or permit.**

A “disposition” means the assignment of the rights identified in the range agreement from one agreement holder to a different agreement holder. “Agreement Holder” is the term that identifies all parties listed on the range agreement. This means that if any party changes, the Agreement Holder changes, and the report of a disposition must occur. Any change of any entity named as Agreement Holder constitutes an assignment of rights. “*Range Act* agreement” means a permit or licence authorized under the *Range Act*. A disposition occurs any time a name(s) is changed on the *Range Act* agreement.

- The report must be made in the form required by the district manager.
- The person(s) who is assigned an interest in a licence or permit must report the disposition to the district manager within 3 months of the effective date of assignment. If they do not, the range agreement may be cancelled.
- The report is submitted by the new holder(s) after the assignment has occurred. It must be signed by all new holders and be accompanied by proof of the assignment having occurred within the preceding three months. There is a fee of \$100.00 (GST exempt) that must be submitted with this report.
- The rights in a *Range Act* agreement do not revert and must be assigned. If the intention of parties listed on the agreement is to have the agreement return to former holder(s) at the end of a period, this requires a new assignment and report. Any arrangements between the persons listed as agreement holder is strictly the responsibility of the agreement holders. No changes can be made on the range agreement without all required signatures.

**Reference:** *Range Act* Range Regulation, section 18

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**A disposition of a *Range Act* agreement occurs in four common situations:**

- 1) **Sale of a ranch which holds a *Range Act* agreement(s).** If an assignment of the *Range Act* agreement(s) is intended with the sale, then the disposition must occur with the transfer of the ranch properties associated with the *Range Act* agreement(s). The sellers and buyers of ranches and ranch properties may want to speak with their lawyers and build the assignment and the reporting requirements for the *Range Act* agreement into the ranch or property sale agreement.
- 2) **Lease of a ranch which holds a *Range Act* agreement(s).** The disposition of the *Range Act* agreement(s) must occur on the effective date of the lease of the ranch properties associated with the *Range Act* agreement(s). The lessor and lessee may want to speak with their lawyers to ensure the assignment of the *Range Act* agreement is properly dealt with in the lease agreement. The district manager cannot transfer the agreement back to the lessor when the lease expires. Any subsequent transfer to a former agreement holder is a new assignment and requires a report that



includes direction from all listed agreement holders. This means a lessor could have a problem getting the *Range Act* agreement assigned back at the end of the lease if the issue is not adequately addressed in the lease agreement. Lease agreements are private contracts and are the responsibility of the parties involved.

- 3) **The holder of a *Range Act* agreement wishes to add a business partner(s) to the agreement.** The agreement holder(s) may wish to speak with their lawyers and have them prepare a partnership agreement and assignment. They may also wish to include wording in their partnership agreement that requires assignment of the *Range Act* agreement back to the original holder when the business relationship terminates. The district manager cannot transfer the range agreement without having direction from all the holders named in the agreement. This means there could be problems getting the *Range Act* agreement assigned at termination, unless this is addressed in the terms of the partnership agreement.
  - 4) **The holder of a *Range Act* agreement wishes to assign the agreement to a family member or have a family member added to the agreement.** The agreement holder(s) may wish to seek legal advice and have their lawyer prepare an assignment or they may wish to prepare their own assignment. The district manager cannot transfer the range agreement without direction from all agreement holders.
- 

## Associated Lands and Tenures

### Lands Associated with the *Range Act* agreement

In most cases a *Range Act* agreement is associated with the holder's private or leased lands. These lands will be listed in the Exhibit C of the licence or permit. The new holder(s) of a licence or permit must have and maintain control of all lands associated with the *Range Act* agreement. If a ranch is being sold and the *Range Act* agreement(s) are being assigned to the purchaser, the purchaser must acquire all the associated lands. A lessee must lease all the associated lands. An agreement holder may take on a business partner or add a family member as an agreement holder, but at least one of the parties listed on the agreement must be in control of all associated lands listed on the *Range Act* agreement. If associated lands are sold or disposed of without authorized substitution or if a *Range Act* agreement is assigned without all associated lands being transferred to the new holder, the agreement may be cancelled.

### Tenures Associated with the *Range Act* agreement

In some cases, a *Range Act* agreement is associated with another form of Crown tenure, e.g. Guiding Territory Certificate, Trapping Licence, or Commercial Recreation Licence. These tenures will be listed in Exhibit C of the licence or permit. The new holder(s) of a licence or permit must have and maintain control of all tenures associated with the *Range Act* agreement. If a business is being sold and the *Range Act* agreement(s) is being assigned to the purchaser, the purchaser must acquire all the associated tenure(s). If associated tenures are sold or disposed of, or a *Range Act* agreement is assigned without all associated tenures going to the new holder, the agreement may be cancelled.

**Subdivision of a *Range Act* agreement**

There are situations where an agreement holder wishes to sell or lease a portion of their land and assign part of a licence or permit to a new holder. To do this, they must first request the district manager subdivide the licence or permit and associate the appropriate lands with the agreements determined by the district manager. After the agreement is subdivided the holder may dispose (assign) the new agreement with the corresponding associated private lands as the holder chooses.

---

**Reporting the Disposition**

The Range Regulation requires the holder of an agreement to report a disposition of a *Range Act* agreement or an interest of the holder in a *Range Act* agreement on a form approved by the district manager. This form is provided and entitled “**Report of a Disposition of a *Range Act* Agreement**”. Accompanying this form must be documentation verifying the assignment and contact information of the new agreement holder.

**Assignment Documents:**

Legal documentation verifying that a *Range Act* agreement has been assigned is required with the report. The assignment documents should confirm all persons listed as agreement holder have agreed to assign interests in the licence or permit. At minimum, required information includes:

1. A statement of intent describing the nature of the assignment (example: “I Jane Rancher assign RAN07\*\*\*\*to John Doe ....”)
2. The full legal name(s) of the agreement holder(s) assigning the *Range Act* agreement (this means every person named in the agreement)
3. The range agreement number (RAN07\*\*\*\*)
4. The full legal name(s) of the new agreement holder(s) who will have an interest the *Range Act* agreement
5. The effective date of the assignment of rights of the *Range Act* agreement
6. Signatures of assignor(s) (current holder(s)), and assignee(s) (new holder(s)) agreeing to the change in rights

Every change of agreement holder(s) requires a new report which must be accompanied by proof of assignment. All business arrangements of the agreement holder(s) (between parties) are the responsibility of the parties. The district manager cannot act without direction from all listed as agreement holder. It is your responsibility to ensure the assignment or disposition of the *Range Act* agreement(s) occurs in a manner that protects your personal interests. Agreement holders may wish to speak with their lawyers to ensure business arrangements are adequately addressed.

A sample assignment form is available for review and may be used if the holder wishes, however it is not necessary to use the sample form. If you have any question, please contact the district range officer for clarification. The Ministry is not responsible for the assignment and cannot take action/direction from it.

December 2019



Reporting the disposition of a *Range Act* agreement, or the disposition of an interest of the holder in the *Range Act* agreement

(to be completed and submitted by new agreement holder with accompanying documentation)

Report Fee (must accompany report): **\$100.00 (GST exempt)**; payable to “**Minister of Finance**”

In accordance with section 18 of the *Range Act* Range Regulation:

I/we \_\_\_\_\_ (Assignees/new agreement holder) would like to report that range agreement RAN07 \_\_\_\_\_ has been assigned to me/us.

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

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

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

This report must be submitted by the Assignee(s) of the agreement(s) within three (3) months of the date of assignment.

Legal documentation of the assignment must be provided with this report. This may be an assignment, lease agreement, ranch sale agreement, etc. Attach a client information form for any client new to the Ministry of Forests.

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

_____ Signature	_____ Signature
_____ (Print Name)	_____ (Print name)
_____ Date	_____ Date
_____ Signature	_____ Signature
_____ (Print Name)	_____ (Print name)
_____ Date	_____ Date



## Client Information (primary mailing address)

*Range Act* agreement holders must identify one mailing address for all correspondence relating to the agreement. This will be the address where notices, invoices, statements, letters, and all other correspondence relate to the *Range Act* agreement is sent. This may be the same or different from an individual's personal address or a corporation's business address. Copies will NOT be sent to additional locations, even if more than one individual is named as holder of an agreement.

Range Agreement Number: RAN07\_\_\_\_\_

MAILING ADDRESS	
POSTAL CODE	
EMAIL ADDRESS	PHONE



## Client Information (Individual)

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

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

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

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

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

<b>FULL LEGAL NAME OF REGISTERED COMPANY/CORPORATION</b>	CLIENT NO. (for Ministry use only)
	CORPORATE REGISTRATION NO.
MAILING ADDRESS:	TELEPHONE NO.
	FAXCOM NO.
EMAIL ADDRESS	POSTAL CODE

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

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



## Client Information (Corporation)

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

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

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





Ministry of Water, Land and  
Resource Stewardship  
Water Management Branch

Account Inquiries: 1-877-855-3222

# STATEMENT

April 29, 2024

Client No.: 150508

Please write your Client No. on your cheque or money order.

022134

KELLY KINGSFORD LAMOUREUX  
975 PRINCETON-SUMMERLAND RD  
PRINCETON BC VOX 1W0

2023 Balance Overdue 0.00  
Outstanding since Jan.2024 0.00  
New Charges after Apr 18, 2024 150.00  
GST on New Charges 0.00  
  
Unapplied Credits 0.00  
**Total Due 150.00**  
**New Charges Due Date Jun 21, 2024**  
GST No. R107864738

This Statement includes charges for the rental period from JAN 1, 2024 to Dec 31, 2024

POSTED

## Account Activity - General Rentals:

Date	Reference	Description	Invoice/Receipt	Amount(\$)
Apr 19, 24	501160	WSA08 - Livestock & Animal - 4,105.00000 m3/year	WSI636058	50.00
501160 Total				50.00
Date	Reference	Description	Invoice/Receipt	Amount(\$)
Apr 19, 24	501161	WSA08 - Livestock & Animal - 4,105.00000 m3/year	WSI636059	50.00
501161 Total				50.00
Date	Reference	Description	Invoice/Receipt	Amount(\$)
Apr 19, 24	502047	WSA08 - Livestock & Animal - 1,130.00000 m3/year	WSI636060	50.00
502047 Total				50.00
Account Activity - General Rentals:				150.00

June 18 2024  
c/c by phone

Unapplied Credits 0.00  
**Total Due 150.00**

Mail Payments to Ministry of Water, Land and Resource Stewardship, C/O Water Revenue, PO Box 9348 Stn Prov Govt, Victoria BC V8W 9W8

Current Charges	< 1 Month Past Due	1 Month to < 3 Years Past Due	3 or More Years Past Due	Total Due
150.00	0.00	0.00	0.00	150.00

DETACH HERE

Please keep the top portion for your records and return the bottom portion with your payment

Client Copy



Ministry of Water, Land and  
Resource Stewardship  
Water Management Branch

Account Inquiries: 1-877-855-3222

Bank Copy

## PAYMENT REMITTANCE ADVICE

CLIENT NO.	150508	NEW CHARGES DUE DATE	Jun 21, 2024	TOTAL DUE	150.00
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### Payment Instructions

• Mail Payments to Ministry of Water, Land and Resource Stewardship,  
C/O Water Revenue, PO Box 9348 Stn Prov Govt, Victoria BC V8W 9W8

Amount  
Paid

- Online/telephone banking account number: 150508120113
- Online/telephone banking payee name: PROV BC-WATER ACT
  - If the payee name PROV BC-WATER ACT does not return results, please try searching again using only WATER ACT in the query
- Payments must be made in Canadian funds.
- Please do not post-date cheques or money orders.
- Payments must be received by the due date to avoid late payment penalty.
- A late penalty of 1% over the prime lending rate will be assessed on overdue accounts in accordance with WSA Fees, Reg 10.
- Payment may be made at most Canadian financial institutions.
- A service charge will be assessed on dishonoured cheques.

Please write your client number on  
cheque or money order and make  
payable to Minister of Finance



GA SERVICE CODE 0376





Ministry of Water, Land and  
Resource Stewardship  
Water Management Branch

Account Inquiries: 1-877-855-3222

Page 1 of 2  
P0002007 I0003362

# STATEMENT

April 29, 2024

Client No.: 145881

Please write your Client No. on your cheque or money order.

021195

ROBERT BRENT LAMOUREUX  
975 PRINCETON-SUMMERLAND RD  
PRINCETON BC V0X 1W0

2023 Balance Overdue 0.00  
Outstanding since Jan.2024 0.00  
New Charges after Apr 18, 2024 328.89  
GST on New Charges 0.00

Unapplied Credits 0.00  
**Total Due 328.89**  
**New Charges Due Date Jun 21, 2024**  
GST No. R107864738

POSTED

This Statement includes charges for the rental period from JAN 1, 2024 to Dec 31, 2024

## Account Activity - General Rentals:

Date	Reference	Description	Invoice/Receipt	Amount(\$)
Apr 19, 24	C118579	02I31 - Livestock & Animal: Stockwatering - 4.54609 m3/day	WSI621308	50.00
Apr 19, 24	C118579	03B - Irrigation: Private - 116,563.86000 m3/year	WSI621308	99.08
Apr 19, 24	C118579	08A - Stream Storage: Non-Power - 116,563.86000 m3/year	WSI621308	25.00
C118579 Total				174.08
Date	Reference	Description	Invoice/Receipt	Amount(\$)
Apr 19, 24	C129860	03B - Irrigation: Private - 123,300.00000 m3/year	WSI621303	104.81
C129860 Total				104.81
Date	Reference	Description	Invoice/Receipt	Amount(\$)
Apr 19, 24	C129861	03B - Irrigation: Private - 30,840.00000 m3/year	WSI621304	50.00
C129861 Total				50.00
Account Activity - General Rentals:				328.89

Unapplied Credits 0.00  
**Total Due 328.89**

June 18 2024  
yc by phone

Current Charges	< 1 Month Past Due	1 Month to < 3 Years Past Due	3 or More Years Past Due	Total Due
328.89	0.00	0.00	0.00	328.89

DETACH HERE

Please keep the top portion for your records and return the bottom portion with your payment

Client Copy



Ministry of Water, Land and  
Resource Stewardship  
Water Management Branch

Account Inquiries: 1-877-855-3222

Bank Copy

## PAYMENT REMITTANCE ADVICE

CLIENT NO.	145881	NEW CHARGES DUE DATE	Jun 21, 2024	TOTAL DUE	328.89
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### Payment Instructions

- Mail Payments to Ministry of Water, Land and Resource Stewardship,  
C/O Water Revenue, PO Box 9348 Stn Prov Govt, Victoria BC V8W 9W8

Amount  
Paid

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- Online/telephone banking account number: 145881120113
- Online/telephone banking payee name: PROV BC-WATER ACT
  - If the payee name PROV BC-WATER ACT does not return results, please try searching again using only WATER ACT in the query
- Payments must be made in Canadian funds.
- Please do not post-date cheques or money orders.
- Payments must be received by the due date to avoid late payment penalty.
- A late penalty of 1% over the prime lending rate will be assessed on overdue accounts in accordance with WSA Fees, Reg 10.
- Payment may be made at most Canadian financial institutions.
- A service charge will be assessed on dishonoured cheques.

Please write your client number on  
cheque or money order and make  
payable to Minister of Finance



GA SERVICE CODE 0376

# GATOR Parcel Details

Search Criteria: PIN: 4659180, Tenure History: On

Legal Description
DISTRICT LOT 42, YDYD.

Images	
Crown Grant:	<a href="#">View Image(s)</a>
Survey Fieldbook:	<a href="#">View Image(s)</a>
Survey Plan:	<a href="#">View Image(s)</a>
Map:	iMapBC

Parcel Information	
Number of Subdivisions:	1
Number of Rights-of-Way:	0
Area (Ha) / Method:	1294.996 / Converted
Status:	Active
Confirmed Date:	16-Nov-1878
Land Title Office:	
Parcel Kind:	
Note:	NOW LOCATED WITHIN KAMLOOPS DIVISION OF YALE DISTRICT

Filing Information	
Tube/Tray #:	1TR2-YALE DIVISION OF YALE
Field Book:	10/1878 PH 001
Alternate Filing Location:	
Post Renewal:	
Land Title Office PID:	
LTO Plan #:	

Land Control Areas	
Indian Reserve:	
National Park:	
Ecological Reserve:	
Provincial Park:	

Administrative Areas	
Agriculture Land Reserve:	
Assessment Area:	Penticton
Electoral District:	Yale-Lillooet
Land District:	Kdyd
Land Management Region:	Thompson-Okanagan Nr



Land Title District:	Kamloops
Municipality:	Unknown
Regional District:	Okanagan-Similkameen
School District:	Nicola-Similkameen

Map References	
BCGS Map #	92H058
NTS Map #	92H

# CROWN GRANT.

Entered in District Register

and on Map.

Compared.

*[Handwritten signature]*

Province of  
BRITISH COLUMBIA.

No. 4098.



Lieutenant-Governor.

*F. C. Vernon*  
Chief Commissioner of Lands and Works.

*[Handwritten signature]*

Surveyor-General.

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland,  
Queen, Defender of the Faith, and so forth.

To all to whom these presents shall come, Greeting :

Know ye, that WE do by these presents, for US, Our Heirs and Successors, in consideration  
of the sum of *Thirty two hundred* Dollars,  
to US paid, give and grant unto *John Tall Allison*

his heirs and assigns, All that Parcel or Lot of Land situate in *Gale Division of Gale*  
District, said to contain *Thirty two hundred* acres,  
more or less, and more particularly described on the map or plan hereunto annexed and coloured red, and  
numbered *Lot Forty two (42) Group One (1)*

on the Official Plan or Survey of the said *Gale Division of Gale* District  
in the Province of British Columbia, to have and to hold the said Parcel or Lot of Land, and all and  
singular the premises hereby granted, with their appurtenances, unto the said *John Tall Allison*

his heirs and assigns for ever.

PROVIDED, NEVERTHELESS, that it shall at all times be lawful for US, Our Heirs and Successors,  
or for any person or persons acting in that behalf by Our or their authority, to resume any part of the said  
lands which it may be deemed necessary to resume for making roads, canals, bridges, towing-paths, or other  
works of public utility or convenience; so nevertheless that the land so to be resumed shall not exceed one-  
twentieth part of the whole of the lands aforesaid, and that no such resumption shall be made of any lands  
on which any buildings may have been erected, or which may be in use as gardens or otherwise for the more  
convenient occupation of any such buildings.

PROVIDED, also, that it shall at all times be lawful for US, Our Heirs and Successors, or for any person  
or persons acting under Our or their authority, to enter into and upon any part of the said lands, and to raise  
and get thereout any GOLD or SILVER ORE which may be thereupon or thereunder situate, and to use  
and enjoy any and every part of the said land, and of the easements and privileges thereto belonging, for  
the purpose of such raising and getting, and every other purpose connected therewith, paying in respect of  
such raising, getting, and use, reasonable compensation.

PROVIDED, also, that it shall be lawful for any person duly authorized in that behalf by US, Our Heirs  
and Successors, to take and occupy such water privileges, and to have and enjoy such rights of carrying  
water over, through, or under any parts of the hereditaments hereby granted, as may be reasonably required  
for mining or agricultural purposes in the vicinity of the said hereditaments, paying therefor a reasonable  
compensation to the aforesaid *John Tall Allison*

his heirs or assigns.

PROVIDED, also, that it shall be at all times lawful for any person duly authorized in that behalf by  
US, Our Heirs and Successors, to take from or upon any part of the hereditaments hereby granted, without  
compensation, any gravel, sand, stone, lime, timber, or other material which may be required in the construc-  
tion, maintenance, or repair of any roads, ferries, bridges, or other public works.

In testimony whereof, We have caused these Our Letters to be made Patent,  
and the Great Seal of Our Province of British Columbia to be hereunto affixed.  
Witness His Honour *Hugh Nelson* Lieutenant-  
Governor of Our Province of British Columbia and its Dependencies, at Our Government  
House, in Our City of Victoria, this *Twelfth* day of  
*July*, in the year of Our Lord One thousand eight hundred  
and *Eighty nine* and in the *Eighty third* year of Our Reign.  
By Command.

Provincial Secretary.



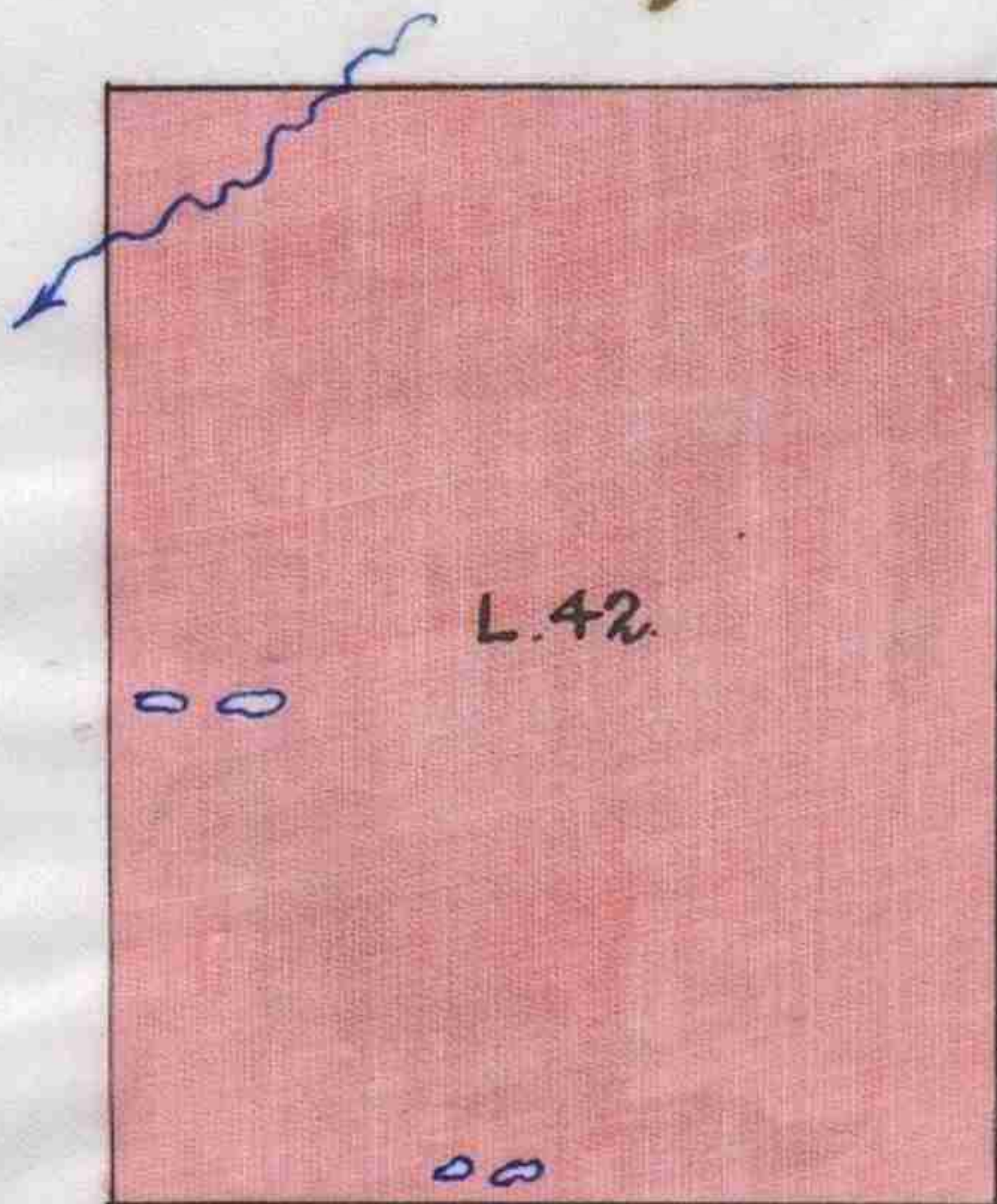
Gale District

C.G. 4098.

John Tall Allison

*BA.*

*F.G.V.*



N

Scale 1 Inch to 1 Mile.



Our File: 0888149

The body of water excepted from Crown Grant No. 4098/45, dated July 12, 1889, of Lot 42, Group One, Yale Division of Yale District does not need to be retained by the government. A certificate endorsed by me, pursuant to Section 58 of the *Land Act*, RSBC 1996, has been affixed to the subdivision plan of Part of District Lot 42, Kamloops (formerly Yale) Division of Yale District Except: (1) Parcel A (Plan A142), (2) Plans 21790, H17663 and KAP81635, And District Lot 1040, Kamloops Division of Yale District, said to contain 640 acres more or less.



Kelly Stofer, BCLS  
Deputy Surveyor General  
Victoria, BC  
October 14, 2010

Plan number assigned by Land Title Office: KAP 91523